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**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

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Rec. Fee: 30.00

Pages: 17

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE WORLD DAIRY CAMPUS
AND BIOAG GATEWAY REPLAT**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WORLD DAIRY CAMPUS AND BIOAG GATEWAY REPLAT (the "Declaration") is made as of the 24th day of December, 2013, by Dane County, Maranda Estates LLC, Home Health United, Inc., WISCOM Glendale, LLC, Fen Oak, LLC, J. Michael Baker, Linda Baker and Donald N. Gardner, and the City of Madison, the owners (collectively, "Owners") of the property described in Exhibit A attached hereto and made a part hereof (the "Property").

W I T N E S S E T H:

WHEREAS, Owners own lands legally described in Exhibit A; and

WHEREAS, Owners desire to promote and maintain development of the Property in a campus setting and that buildings constructed upon the Property be architecturally designed and built with standards and specifications in harmony with each other and neighboring sites; and

WHEREAS, Owners desire to establish a general plan governing the architecture, use and enjoyment of the Property.

NOW, THEREFORE, Owners hereby declare that, for their mutual benefit and that of the future owners of any portion of the Property and their successors and assigns, all of the Property shall be subject to the following covenants, conditions and restrictions.

ARTICLE I

STATEMENT OF PURPOSE

The purpose of this Declaration is to ensure the highest and best use and the most appropriate development of each building site, to ensure that all buildings shall be related harmoniously to the terrain and to other buildings in the vicinity; to provide for safe and convenient parking areas; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes; to

Return to:

City of Madison

Attn: Matt Mikolajewski

215 Martin Luther King Jr. Blvd

P.O. Box 2983

Madison, WI 53701-2983

Tax Parcel Nos.: See Exhibit A

ensure the highest and best development of the Property; to prevent haphazard, unharmonious improvement of building sites; to secure and maintain the proper setbacks from streets; and to thereby promote the development of the Property as a high quality development.

ARTICLE II

ARCHITECTURAL REVIEW COMMITTEE

2.1. Composition and Duty. An architectural review committee "the "Committee") shall have the duty of approving proposed building plans and specifications and enforcing the provisions of this Declaration in accordance with the terms of this Declaration. The Committee shall consist of three (3) persons. Initial Committee members shall be elected by a vote of Owners who collectively own a majority of the square footage of platted lots located on the Property. The powers and duties of the Committee shall continue for the term of this Declaration and any extensions thereof.

2.2. Replacement of Committee Members. In the event of incapacity, death or resignation of any Committee member, the remaining member or members shall have full authority to approve, or disapprove of, building plans and specifications until another member can be elected. Committee members shall serve at the pleasure of the Owners, and may be replaced by a vote of the Owners of a majority of the square footage of platted lots within the Property. Any vote to elect Committee members may be held at a meeting of all Owners of platted lots within the Property called by the Committee members, or by written consent of Owners who together own a majority of the square footage of platted lots within the Property. Should no candidate receive the votes of Owners who together own a majority of the square footage of platted lots within the Property, then there shall be runoff elections until such result is reached.

2.3. Standards for Approval. Approval of the development plans and specifications described in Section 2.4, below, shall be based on, in the judgment of a majority of the Committee members, compliance with the standards set forth in Articles I, III, and IV. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. In making its determination under this section, the Committee shall consider whether or not a proposed development is comparable in design and quality to the existing buildings within the Property and whether or not it is a permitted use as described in Section 4.1 herein.

2.4. Procedure. Prior to erecting, placing or altering any building or other improvement upon the Property:

- (a) A preliminary development plan, including preliminary drawings and specifications, shall be submitted in writing to the Committee in sufficient detail to enable the Committee to determine if the final development plans, when submitted, would satisfy the requirements of the Committee.

(b) After the Committee has approved the preliminary development plan, the final development plan shall be submitted to the Committee. The final development plan shall include:

(1) Landscape plans and specifications, which shall also show existing trees, their species, size and location. It is the Owner's intent that natural and native species of plants shall be emphasized.

(2) Site plan showing setbacks, existing and finished contours, driveways, exterior lighting, loading and parking areas in sufficient detail.

(3) Building plans and specifications, including description of materials to be used.

(4) Exterior elevations and roof plan, including screening of exterior electrical and air conditioning structures.

(5) Proposed facades of any building, including roofs, with color and texture samples or descriptions.

(6) Drawings or descriptions of signs, their dimensions, size, location and color.

All such submissions shall be in writing, in triplicate, or via electronic mail, over the authorized signature of the party proposing the development, to the Committee Chair. The Chair shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee will be by majority vote of the Committee members. The Committee may approve, disapprove, or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by a majority of the Committee members. If the committee fails to render its decision on the preliminary or final development plans within forty-five (45) days of their submission, or upon any resubmitted preliminary or final development plans within thirty (30) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with.

2.5. Committee Meetings. Meetings of the Committee may be called at any time by any member of the Committee by delivery of no less than ten (10) days' written or electronic notice to each member of the Committee at such member's address indicated in the records of the Committee for such member. All notices shall be delivered personally, by electronic mail, or by certified mail, return receipt requested, and shall be deemed complete upon delivery.

2.6. Variances. The Committee is authorized to grant variances from any provision of this Declaration where such variations will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.

ARTICLE III

ARCHITECTURAL RESTRICTIONS

3.1. Parking. All employee and visitor parking shall be provided on-site, unless otherwise approved by the Committee and the City of Madison. Parking shall not be permitted on any access drive. All parking areas, driveways and loading area shall be paved with asphalt or concrete.

3.2. Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

3.3. Temporary Buildings. No building or structure of a temporary character shall be used on any lot at any time, either temporarily or permanently except for construction trailers during the period of construction.

3.4. Maintenance and Landscaping. Every site on which a building shall have been placed shall be landscaped in accordance with the final development plan submitted to and approved by the Committee. Existing trees over three (3) inches in caliper shall not be removed without Committee approval. Approved landscaping shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first, unless the Committee approves in writing another completion date. After completion, such landscaping shall be maintained in excellent condition by cutting, trimming, fertilizing, watering and weeding. Furthermore, each Owner shall have the duty to maintain, following their installation, all plantings and other improvements on such Owner's lot.

ARTICLE IV

USE RESTRICTIONS

4.1. Permitted Uses. Unless specifically prohibited by Sections 4.4 and 4.5 herein, permitted uses for every lot within the Property shall include those uses permitted within the underlying zoning district(s) or Planned Unit Development, and conditional uses approved by the City.

4.2. Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in enclosed sanitary containers. All trash areas shall be screened in a manner approved by the Committee so as not to be visible from any street or adjacent lots.

4.3. Repair of Buildings. No building or structure shall be permitted to fall into disrepair and each building and structure shall at all times be kept in good condition and adequately painted or otherwise finished. In the event of damage or destruction to any such building or structure, such building or structure may be repaired or reconstructed in accordance with the previously approved plans without their resubmission to the Committee.

4.4. Prohibited Uses. No portion of the Property shall be used for the following purposes without the prior written approval of the Committee:

- (a) amusement establishments, including fairgrounds, permanent carnivals, kiddie parks and other similar outdoor amusement facilities.
- (b) asphalt and concrete batching or ready-mix plants;
- (c) automobile laundries;
- (d) concrete products casting;
- (e) junkyards and automobile storage yards;
- (f) railroad freight terminals, railroad switching and classification yards, repair shops and roundhouses;
- (g) secondhand stores and rummage shops;
- (h) adult entertainment establishments;
- (i) motor vehicle sales establishment;
- (j) adult entertainment sales establishments;
- (k) automobile accessory stores;
- (l) amusement arcades;
- (m) amusement establishments, including archery ranges, bowling centers, dance halls, golf driving ranges, gymnasiums, pool halls, swimming pools, skating rinks and other similar indoor amusement facilities;
- (n) animal hospitals and kennels including outdoor dog runs or exercise pens;
- (o) automobile service stations;

(p) contractor or construction offices and shops, and yards, such as building, cement, electrical, heating, ventilating and air conditioning, masonry, painting, plumbing, refrigeration and roofing;

(q) garages for repair and servicing of motor vehicles, including body repair, painting or motor rebuilding, and accessory towing and wrecker service;

(r) highway maintenance shops and yards;

(s) mobile home sales and service establishments;

(t) model homes or garage displays;

(u) storage yards;

(v) taverns;

(w) trailer sales and rental, for use with private passenger motor vehicles;

(x) truck sales and rental;

(y) taxicab business; and

(z) motor vehicle salvage business.

4.5. Residential Uses. No portion of the Property may be used for residential purposes without the prior written approval of the Committee.

ARTICLE V

MISCELLANEOUS

5.1. Enforcement. The Committee shall have the sole right to enforce the provisions of this Declaration by proceedings at law or in equity for a period of forty-five (45) days from the date on which any petitioner files a complaint with the Committee alleging a violation of this Declaration. If the Committee denies the complaint or fails to commence proceedings to remedy the alleged violation within the forty-five (45) day period, then the petitioner may have the right to enforce the provisions of this Declaration by proceedings at law or in equity, provided, however, that the petitioner must commence such proceedings within a period of ninety (90) days from the date the complaint was first filed with the Committee. If the Committee or any Owner seeking enforcement of this Declaration prevails in any enforcement action, such party shall be entitled to receive from the party violating this Declaration its reasonable costs and attorneys' fees. The petitioner's right to commence any proceedings to enforce this Declaration shall be conditioned on the petitioner's being an Owner.

5.2 Ordinances. If the City of Madison's General Ordinances and land use restrictions, or recorded General Development Plan or Specific Implementation Plan for any portion of the Property differ from those set forth in this Declaration, then compliance with the more restrictive provisions shall be required.

5.3 Amendments. This Declaration, or any covenant, condition or restriction contained herein, may be terminated or amended by the recording of a written instrument executed by the Owners of two thirds (2/3) of the square footage of all of the platted lots within the Property.

5.4 Term. The benefits and burdens of the covenants, conditions and restrictions of this Declaration shall run with the land and are binding upon all Owners, tenants and occupants of any land subject to this Declaration, their successors and assigns, for a period of twenty (20) years from the date of this Declaration is recorded, and thereafter shall automatically continue in effect or successive ten (10) year period thereafter unless a document executed by the Owners of at least two thirds (2/3) of the platted lots within the Property terminating this Declaration is recorded.

5.5. Governing Law. This Declaration shall be governed by the laws of the State of Wisconsin.

5.6. Definition of "Platted Lots". All references to "platted lots" in this Declaration shall mean those Lots listed on Exhibit A attached hereto, as the boundaries of the same may change due to lot line realignment, and shall not include Outlots One (1) or Two (2), World Dairy Campus, or Outlots One (1) and Two (2), BioAg Replat.

This document was drafted by Assistant City Attorney Anne Zellhoefer

IN WITNESS WHEREOF, Owners have executed and delivered this instrument as of the day and year first written above.

[Signature pages follow]

MARANDA ESTATES LLC

By: _____

By: _____

STATE OF WISCONSIN)
 : ss
DANE COUNTY)

Personally came before me this 19th day of November, 2013 the
above named DUANE REED to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Jennifer A. Frese

Jennifer A. Frese
Notary Public, State of Wisconsin
My Commission 2/5/2017

STATE OF WISCONSIN)
 : ss
DANE COUNTY)

Personally came before me this _____ day of _____, 201_, the
above named _____ to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

HOME HEALTH UNITED, INC.

By: _____

By: _____

STATE OF WISCONSIN)
 : ss
DANE COUNTY)

Personally came before me this 21st day of October, 2011, the
above named Richard Bourne to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Heidi F. Niemeyer

HEIDI F. NIEMEYER
Notary Public, State of Wisconsin

Notary Public, State of Wisconsin
My Commission June 21, 2013 and expiring June 20, 2017

STATE OF WISCONSIN)
 : ss
DANE COUNTY)

Personally came before me this _____ day of _____, 201_, the
above named _____ to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

WISCOM GLENDALE, LLC

By: _____

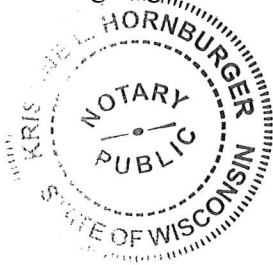
By: _____

STATE OF WISCONSIN)

: ss

DANE COUNTY)

Personally came before me this 21 day of October, 2013 the
above named Jason Kadaw to me known to be the person who executed
the foregoing instrument and acknowledged the same.



Kristine L. Hornburger

Notary Public, State of Wisconsin

My Commission 3/23/14

STATE OF WISCONSIN)

: ss

DANE COUNTY)

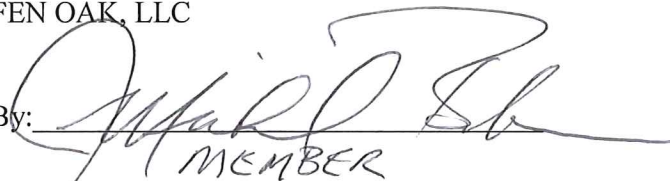
Personally came before me this _____ day of _____, 201_, the
above named _____ to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission _____

FEN OAK, LLC

By:


MEMBER

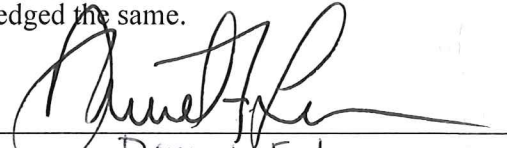
By: _____

STATE OF WISCONSIN)

: ss

DANE COUNTY)

Personally came before me this 19th day of November, 2013, the
above named J. Michael Baker to me known to be the person who executed
the foregoing instrument and acknowledged the same.


Daniel F Lee
Notary Public, State of Wisconsin
My Commission expires 10/11/15

STATE OF WISCONSIN)

: ss

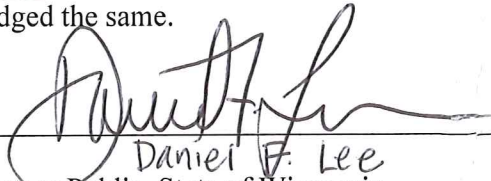
DANE COUNTY)

Personally came before me this _____ day of _____, 201_, the
above named _____ to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

DANE COUNTY) : ss

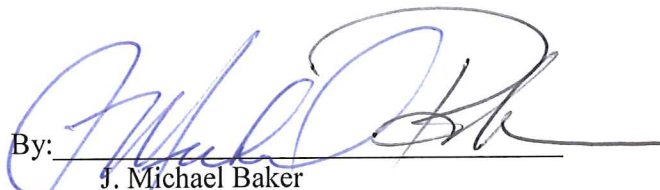
Personally came before me this 14th day of NOVEMBER, 2013, the above named J. Michael Baker to me known to be the person who executed the foregoing instrument and acknowledged the same.

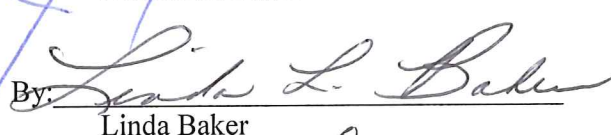

Daniel F. Lee
Notary Public, State of Wisconsin
My Commission 10/11/15
Expires

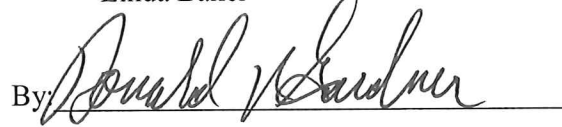
STATE OF WISCONSIN)
DANE COUNTY) : ss

Personally came before me this _____ day of _____, 201_, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

By: 
J. Michael Baker

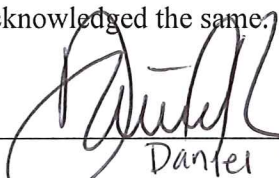
By: 
Linda Baker

By: 
Donald W. Gardner

Donald N. Gardner

STATE OF WISCONSIN)
 : ss
DANE COUNTY)

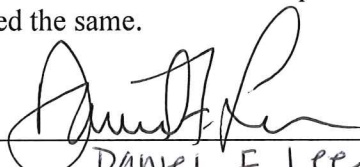
Personally came before me this 14th day of ~~October~~ November, 2013, the
above named J. Michael Baker and Linda Baker to me known to be the persons who
executed the foregoing instrument and acknowledged the same.



Daniel F. Lee
Notary Public, State of Wisconsin
My Commission 10/11/15
Expires

STATE OF WISCONSIN)
 : ss
DANE COUNTY)

Personally came before me this 4th day of November, 2013, the
above named Donald N. Gardner to me known to be the person who executed the
foregoing instrument and acknowledged the same.



Daniel F. Lee
Notary Public, State of Wisconsin
My Commission *expires* 10/11/15

DANE COUNTY

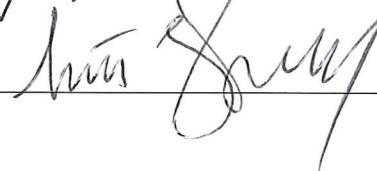
By: _____

By: _____

STATE OF WISCONSIN)


DANE COUNTY

By: 

By: 

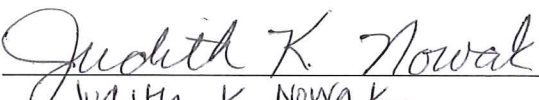
STATE OF WISCONSIN)
 : ss
DANE COUNTY)

Personally came before me this 19th day of December, 2013, the
above named Joseph T. Parisi to me known to be the person who executed
the foregoing instrument and acknowledged the same.

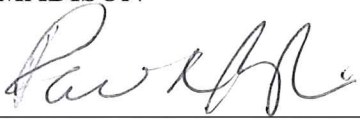

Bonnie Stronach
Notary Public, State of Wisconsin
My Commission 11-4-2017

STATE OF WISCONSIN)
 : ss
DANE COUNTY)

Personally came before me this 19th day of December, 2013, the
above named Scott McDonell to me known to be the person who executed
the foregoing instrument and acknowledged the same.


Judith K Nowak
Notary Public, State of Wisconsin
My Commission 4/22/17

CITY OF MADISON


By: 
Paul R. Soglin, Mayor

By: 
Maribeth Witzel-Behl, Clerk

STATE OF WISCONSIN)
 : SS
DANE COUNTY)

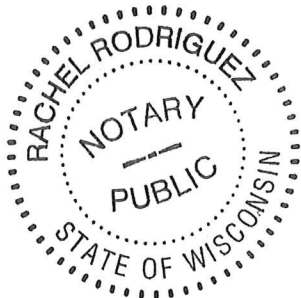
Personally came before me this 15th day of October, 2011, the above named Paul R. Soglin to me known to be the person who executed the foregoing instrument and acknowledged the same.




Notary Public, State of Wisconsin
My Commission 9/6/15

STATE OF WISCONSIN)
 : SS
DANE COUNTY)

Personally came before me this 16th day of October, 2013, the above named Maribeth Witzel-Behl to me known to be the person who executed the foregoing instrument and acknowledged the same.





Notary Public, State of Wisconsin
My Commission exp 10/26/16

EXHIBIT A
Legal Description of Property

Parcel A

Lot One (1) and Outlot One (1), World Dairy Campus, City of Madison, Dane County, Wisconsin.

Parcel ID No.: 251/0710-221-0414-6

Property Address: 5201 Fen Oak Drive

Parcel B

Lot Two (2), World Dairy Campus, City of Madison, Dane County, Wisconsin.

Parcel ID No.: 251/0710-221-0413-8

Property Address: 2820-22 Walton Commons Lane

Parcel C

Lot Three (3), World Dairy Campus, City of Madison, Dane County, Wisconsin.

Parcel ID No.: 251/0710-221-0412-0

Property address: 2802-6 Walton Commons Lane

Parcel D

Lot One (1), Certified Survey Map No. 10060, recorded in the Office of the Register of Deeds for Dane County, Wisconsin in Volume 58 of Certified Survey Maps, pages 338-343, as Document No. 3326713, in the City of Madison, Dane County, Wisconsin.

Parcel ID No.: 251/0710-221-0409-7

Property Address: 5407-49 Fen Oak Drive

Parcel E

Lot Two (2), Certified Survey Map No. 10060, recorded in the Office of the Register of Deeds for Dane County, Wisconsin in Volume 58 of Certified Survey Maps, pages 338-343, as Document No. 3326713, in the City of Madison, Dane County, Wisconsin.

Parcel ID No.: 251/0710-221-0417-0

Property Address: 5401 Fen Oak Drive

Parcel F

A parcel of land being a part of Lot 7, World Dairy Campus as recorded in Volume 57-012B of Plats on Pages 44 and 45 as Document No. 2659470, Dane County Registry, also located in the Southeast Quarter of the Northeast Quarter of Section 22, Township 7 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, more fully described as follows:

Beginning at the southwest corner of said Lot 7; thence North 00 degrees 00 minutes 00 seconds East, 261.41 feet to a point of curvature; thence 119.40 feet along the arc of a curve to the left, through a central angle of 90 degrees 00 minutes 51 seconds, a radius of 76.00 feet and a chord bearing North 44 degrees 59 minutes 34 second East, 107.49 feet; thence North 00 degrees 00 minutes 00 seconds East, 13.06 feet to a point of curvature; thence 21.90 feet along the arc of a curve to the right, through a central angle of 83 degrees 40 minutes 12 seconds, a radius of 15.00 feet, and a chord bearing North 41

degrees 50 minutes 06 seconds East, 20.01 feet to a point of non-tangential curvature; thence 206.55 feet along the arc of a curve to the left, through a central angle of 29 degrees 35 minutes 11 seconds, a radius of 400.00 feet, and a chord bearing North 68 degrees 52 minutes 36 seconds East, 204.26 feet; thence South 44 degrees 07 minutes 18 seconds East, 305.16 feet; thence South 27 degrees 32 minutes 38 seconds West, 202.83 feet; thence South 82 degrees 15 minutes 39 seconds West, 276.15 feet; thence South 88 degrees 39 minutes 33 seconds West, 124.93 feet to the point of beginning. Containing 152,491 square feet or 3.5007 acres.

Parcel ID No.: 251/0710-221-0415-4

Property Address: 5303 Fen Oak Drive

Parcel G

Lot One (1), BioAg Gateway Replat, City of Madison, Dane County, Wisconsin.

Parcel ID No.: 251/0710-221-0422-9

Property Address: 5204 Graham Place

Parcel H

Lot Two (2), BioAg Gateway Replat, City of Madison, Dane County, Wisconsin.

Parcel ID No.: 251/0710-221-0420-3

Property Address: 2819 Walton Commons Lane

Parcel I

Lot Three (3), BioAg Gateway Replat, City of Madison, Dane County, Wisconsin.

Parcel ID No.: 251/0710-221-0419-6

Property Address: 5603 Fen Oak Drive

Parcel J

Outlot One (1), BioAg Gateway Replat, City of Madison, Dane County, Wisconsin.

Parcel ID No.: 251/0710-221-0418-8

Property Address: 5251 Fen Oak Drive

Parcel K

Outlot Two (2), BioAg Gateway Replat, City of Madison, Dane County, Wisconsin.

Parcel ID No.: 251/0710-221-0421-1

Property Address: 5250 Graham Place