

**AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
LOTS 45 TO 97 IN THE
PLAT OF BLUE MOUNTAIN 1ST ADDITION**

The following real estate in the Village of Blue Mounds,
Dane County, Wisconsin:

Lots forty five (45) through ninety-seven (97) of the Plat
of Blue Mountain 1st Addition ("Plat" or "Subdivision")

shall be subject to this amended and restated declaration of
conditions, covenants and restrictions (hereinafter
"Declaration").

WHEREAS, on or about June 27, 2006, Blue
Mountain Development, Inc. ("Blue Mountain"), executed a
document entitled *Declaration Of Covenants And
Restrictions For Lots 45 to 97 In The Plat Of Blue Mountain
1st Addition*, and recorded said document at the office of the
Dane County Register of Deeds on August 3, 2006 as
Document Number 4221253 ("Covenants");

WHEREAS, on or about February 3, 2010, Blue
Mountain executed a document entitled *First Amendment To Declaration Of Covenants And Restrictions For Lots
45 to 97 In The Plat Of Blue Mountain 1st Addition*, and recorded said document at the office of the Dane County
Register of Deeds on February 11, 2010 as Document Number 4634271 ("First Amendment To Covenants");

WHEREAS, pursuant to paragraph 17 of the Covenants (and as confirmed by the second WHEREAS
clause of the First Amendment To Covenants), the Covenants may be amended unilaterally by Blue Mountain until
such time as Blue Mountain has sold at least 90% of the residential lots, subject to written approval of the Village of
Blue Mounds if the amendments affect the rights of the Village;

WHEREAS, Blue Mountain has not sold at least 90% of the residential lots, and wishes to amend and
restate the Covenants, as amended by the First Amendment To Covenants, as set forth in this *Amended and Restated
Declaration Of Covenants And Restrictions For Lots 45 to 97 In The Plat Of Blue Mountain 1st Addition* ("Amended
and Restated Covenants");

WHEREAS, Blue Mountain determines in its discretion this Amended and Restated Covenants is
necessary in order for future mortgages to be acceptable to mortgage lenders and/or in order to clarify any apparently
conflicting provision or to correct any mistakes or errors of a clerical nature resulting from typographical or similar
errors;

WHEREAS, this Amended and Restated Covenants is further intended to compile the material terms,
conditions and provisions that are set forth in the Covenants and First Amendment To Covenants and that affect the
Owners (as defined herein) of Lots within the Plat into a single document for the convenience of such Owners and/or
prospective Owners, and this Amended and Restated Covenants is not intended to affect any rights of the Village of
Blue Mounds;



8 1 5 8 7 3 3
Tx:8105480

**DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
4667226**

06/24/2010 4:41 PM

Trans. Fee:

Exempt #:

Rec. Fee: 31.00

Pages: 11

Return To: N. Ladopoulos
5440 Willow Road, Suite 101
Waunakee, WI 53597

Parcel I.D. Nos.: See Attachment A attached hereto

11/31

WHEREAS, Blue Mountain Development Inc. the owner and developer (hereinafter "Developer"), of the above described property, for the purpose of preserving the value of the lots in said plat (hereinafter "Plat" or "Subdivision"), does hereby covenant, grant, declare, and provide that lots forty-five (45) through ninety-seven (97) (hereinafter individually a "Lot" and collectively the "Lots") in the Plat of Blue Mountain 1st Addition shall be used for the purposes and in the manner set forth herein (except to the extent otherwise expressly provided herein);

WHEREAS, the First Amendment To Covenants shall apply to **Residential Lots**, which are defined for purposes of the First Amendment as **Lots 45 to 97 except for Lots 50, 56, 58, 59, 61, 66, and 82**, all of which are located in the Plat of Blue Mountain 1st Addition located in the Village of Blue Mounds, Dane County, Wisconsin (collectively, "Residential Lots" and individually, "Residential Lot");

1. GENERAL PURPOSE AND LAND USE.

- A. **Purpose.** The purpose of this Declaration is to preserve the residential character of the Lots (except to the extent otherwise expressly provided herein) designed to encourage a variety of community activities, locales and services to coexist in close proximity; to reduce the need of residents within the Plat to utilize automobiles; to encourage a pedestrian friendly environment; to insure a harmonious development on each Lot in the Plat; to protect each owner of a Lot (hereinafter "Owner") against improper uses by any other Owner; to preserve and maintain the natural beauty of the Subdivision; to guard against the erection thereon of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable materials; to obtain harmonious use of materials and color schemes; to insure the highest and best residential development on the Lots by encouraging and securing the erection thereon of attractive, quality homes; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide for a high quality of improvements thereby protecting the investment of all the Owners of the Plat.
- B. **Use.** Lots forty-five (45) through ninety-seven (97) inclusive shall be used for single family, residential purposes only. Single family homes shall comply with Village of Blue Mounds Ordinance §16.22, Residential District – Single Family General, shall have attached private garages for not more than four cars, and may have other approved outbuildings incidental to the residential use of the premises.

2. DWELLING TYPES, SIZES AND EXTERIOR MATERIALS.

- A. A dwelling on any Lot used for single family, residential purposes shall not have less than 1,500 square feet of main floor area.
- B. For purposes of determining floor area, stair openings shall be included, but open or screened porches, attached garages, breezeways and basements shall be excluded. However exposed or semi-exposed basement floor areas with appropriate height, with windows and doors shall be included in the main floor area. The Developer or Design Review Committee (hereinafter "DRC"; see Paragraph 10 herein) shall be empowered to grant variations and exceptions to the above requirements when it deems such variations or exceptions to be desirable and consistent with the general appearance of the dwellings in this Subdivision. It must be noted that square footage does not substitute for quality and while a dwelling may be proposed that is equal to or greater than the required square footage, the Developer/DRC is not obligated to approve such plan. The Developer/DRC may however approve a proposed dwelling with less square footage if the Developer/DRC in its sole discretion deems that such dwelling is of equal appearance and quality to the appearance and quality of the dwellings in the immediate neighborhood and have a minimum equalized value equal to or greater than \$235,500.00.
- C. Quality materials shall be used as exterior cladding for each dwelling. Most wood siding types shall be permitted, however "texture 1-11" or similar type materials are not permitted. When aluminum or vinyl siding is used it must be of good quality and textured. Fascia shall be a minimum 1" x 8".

- D. All roofs shall have a minimum pitch of 7/12 unless prior approval is obtained from the Developer/DRC. Roofing materials shall be architectural quality composition shingles, wood shakes or tile.
 - E. All chimneys shall be fully enclosed within 12 months of commencement of construction of the chimney.
 - F. All exterior materials and colors shall be submitted for approval. No dwelling shall be permitted to be erected unless materials and colors have been submitted and approval is obtained in writing.
 - G. Masonry is encouraged at a dwelling's street elevation.
3. **BUILDING LOCATION.** Building setback lines shall conform to Village of Blue Mounds zoning requirements applicable for the R-1 single family zoning district.
- A. Subject to the limitations of applicable Village zoning ordinances, the Developer/DRC may approve variances from the side yard and setback lines established in this Declaration when it finds that strict application thereof would result in peculiar and exceptional practical difficulties and undue hardship on the Owner of the Lot, without commensurate detriment to the Owners of abutting Lots. A variance from the Village will be required to exceed the setback lines established by Village ordinance.
 - B. Subject to the limitations of applicable Village zoning ordinances and Paragraph 15.B. below, this covenant as to building location shall not be construed to prevent the use of more than one Lot as one building site.
4. **PARKING, DRIVEWAYS, GARAGES.** Each dwelling shall have a concrete or bituminous driveway that shall be connected to the street. Garages shall be attached and harmonized with the house as to design, materials, and finished floor elevations. We encourage side yard entry garages. All single family corner lots shall have side yard entry garages. Parking for single family dwellings shall be prohibited on any portion of the Lot except in the driveway, or garage, or screened parking pad or screened carport. The Developer/DRC may grant variances for detached garages. Service or vacation vehicles owned or operated by residents of the dwelling shall be kept in the garage or shall be screened from view with appropriate landscaping, fence or carport. Boats, travel trailers, mobile homes, campers, and other recreational vehicles shall be kept in garages or shall be screened completely from view.
5. **TEMPORARY STRUCTURES.** No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.
6. **PROFESSIONAL OR BUSINESS OFFICE.** A single family dwelling may be used for a professional or business office when such office is consistent with R-1 zoning; incidental to a principal use as a family residence; is less than four hundred (400) gross square feet in area used; the business is conducted without a sign displayed on the premises and is permitted within applicable zoning laws.
7. **NUISANCES AND GENERAL APPEARANCE.**
- A. No noxious odors shall be permitted to escape from any building site and no activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any Lot.
 - B. Each Owner shall be responsible for maintaining the Lot and all buildings thereon in neat appearance consistent with good property management at all times. This includes general upkeep and maintenance of the Lot from the time it was purchased regardless of whether a residence has been or is in the process of construction. No construction debris shall be permitted to be deposited on terraces, nor in adjacent Lots. When construction on a site ends all construction debris must be removed and

the affected areas shall be restored within one week of completion weather permitting. The roadway must be cleaned regularly during construction. No heavy construction equipment (including trucks carrying stone, asphalt, concrete, etc.) shall use Blue Mountain Avenue or Smokey Mountain Trail to access the Lots for construction [except within the Plat of Blue Mountain 1st Addition]. To the extent that such traffic occurs and damages the Village, the Lot Owner shall be liable to the Village for repairs to Blue Mountain Avenue or Smokey Mountain Trail.

- C. No storage of building materials shall be permitted on any Lot unless a building permit has been issued and construction is imminent.
 - D. Except as otherwise set forth herein, no storage of vehicles, building materials or household goods shall be permitted on empty Lots at any time.
8. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All refuse shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from the street and from other Lots in the Plat.
9. **SATELLITE DISHES, SOLAR PANELS, RADIO TOWERS, FLAG POLES, POOLS.** No satellite dishes greater than 20" in diameter, solar collection panels or radio towers shall be allowed without the written approval of the Developer/DRC except if such devices are placed within an interior space of a dwelling or are absolutely screened from view. Subject to applicable Village ordinances, Satellite dishes 20" or less shall be placed only in the rear portion of a dwelling, unless written exception is obtained from the Developer/DRC. Flag poles shall not exceed 15' in height and shall not be lit. Above ground pools are not allowed unless they are completely screened from view. A plan and prior written permission is required.
10. **DWELLING, BUILDING AND/OR STRUCTURE DESIGN REVIEW.**
- A. **Design Review Requirement.** Buildings (including outbuildings) shall not be erected or placed on any of the Lots until plans, specifications, exterior colors, landscape plans and plot plan showing the location of such building have been submitted to and approved in writing by the Developer or his representative and/or successor or the DRC.
 - B. **Landscape Plans.** Landscape plans may be submitted at a later date but not later than six months after construction commencement. The minimum landscape standards shall be 4 trees of minimum 1.5" caliper, 2 of which shall be deciduous and shall be planted within 3 feet of the front property line as street-scape trees or, in the case of corner Lots, all 4 shall be deciduous and shall be planted 2 on each street within 3 feet of the street property lines, 8 bushes of 24" in height and 20 plants of various types to be planted in close proximity to the dwelling's and/or building's front (and side if corner Lot) foundation. If fencing is utilized with the prior written approval by the Developer/DRC, additional shrubs will be required by the fence.
 - C. **Design Review Committee.** As long as Developer, its representatives, successors and assigns has title to any Lot subject to this Declaration, all plans, specifications, site, grading and landscaping plans, and all other matters to be submitted under this Declaration, must be submitted to the Developer, for approval in writing by the Developer. After the Developer and its representatives, successors and assigns, cease to have any title to any Lot subject to this Declaration or at such earlier time as the Developer and/or its representatives, successors and/or assigns may in its sole discretion determine, the plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Developer under this Declaration, must be submitted to the Design Review Committee ("DRC" and/or "Committee") for approval in writing by a majority of the members of said Committee. The Committee shall consist of three persons, elected by the Owners of a majority of the Lots (exclusive of outlots) within the Subdivision. For the purposes of determining the Owners of a majority of Lots, each Lot shall be entitled to one vote, regardless of whether one or more persons are

title holder to the single Lot. Members of the Committee shall be Lot Owners within the Subdivision. The election of the Committee shall be held annually on the first Monday in May at 7:00 o'clock p.m. at a site selected by the Developer or the Committee. In the event of the failure of the Owners of a majority of the Lots within the Subdivision to elect a Committee in any year, the most recently elected members shall continue to serve until successors are duly elected. Decisions of the Committee shall be made by majority vote of the Committee members.

- D. **Design Review Procedures.** Two copies of such building plans and specifications shall be furnished by the Owner for review by the Developer/DRC. The Developer's/DRC's decision shall be in writing. If the Developer/DRC fails to render its decision within thirty (30) days after submission of all plans and specifications, approval shall be deemed not to have been obtained. Notwithstanding any failure of the Developer/DRC to act, any building to be constructed on any Lot in the Plat shall conform to all minimum requirements of this Declaration as to building type, size and location.

The Developer/DRC shall have the right to reject any submission which, based on its sole opinion, is not in conformity with the design, provisions, and/or purpose of this Declaration. The Developer/DRC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to, or any interest in a, Lot agrees to hold the Developer/DRC harmless for any perceived discrepancies in the good faith performance of their duties. Notwithstanding any of the foregoing, Owners shall indemnify and hold harmless the Developer and/or members of the DRC with respect to its design decisions and approval authority, except for their gross negligence or willful misconduct. Refusal by the Developer/DRC of approval of submissions may be based on any grounds, including purely aesthetic grounds, that in the sole discretion of the Developer/DRC shall be deemed sufficient.

The Developer/DRC shall have the right, in its sole discretion, to grant variances to any of the covenants and restrictions in this Declaration as well as to dwelling exterior materials, colors and architectural design. The Developer/DRC shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed to be suffered on account of the approval or disapproval of any submissions or on account of the development of any property within the Subdivision.

11. **FENCES AND OUTBUILDINGS.** Fences and outbuildings are not permitted unless approved by the Developer/DRC. Subject to applicable Village ordinance requirements, all fences and outbuildings must have **prior written** approval from the Developer/DRC. **Chain link fences are not permitted.** Outbuildings shall not be permitted outside the Lot's setbacks. Storage sheds shall be adequately screened from adjacent Lots, shall contain no more than 100 square feet of floor area and shall be constructed of materials and color schemes harmonious with the dwelling on the Lot and be approved in writing by the Developer/DRC. The Developer/DRC may grant variances in the square footage of outbuildings, not to exceed the maximum square footage allowed by applicable Village ordinances.

12. **SLOPE CONTROL AREAS; GRADING PLAN.**

- A. **Slope Control Areas.** The graded slopes within 5 feet of the Lot line as established by the original Developer shall remain as permanent and must strictly adhere to the Village approved as-built grading plan for the Plat. Within these slope control areas, no structure, planting, fill or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of a Lot, except for those improvements for which a public authority or utility company is responsible.
- B. **Grading Plans.** A grading plan for each Lot must be submitted to and approved by the Developer/DRC, which grading plan must comply with the Village approved Erosion Control and Stormwater plan. A certified as-built grading plan must be filed with the Developer/DRC, and with

the Village if so requested. Final grading of a Lot shall be completed within two months following the date of occupancy of a home. The Lot Owner shall direct runoff from all future buildings onsite to vegetated areas at least 20 feet in length, rather than to driveways and streets. The Developer and/or the Village shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition and/or to cause the Lot grading to comply with the Village approved as-built grading plan for the Plat. The Lot Owner is responsible for cost of the same. Developer, Village or any one or more Lot Owners, shall have the right to enforce the provisions of this section by proceedings at law and/or in equity to restrain and/or recover damages for any violation or threatened violation of any provision hereof. Notwithstanding the foregoing, the Village is under no obligation to inspect, maintain, correct any drainage condition or to cause Lot grading to comply with the Village approved as-built grading plan for the Plat and is not liable for the failure of Developer or Lot Owner to perform their obligations set forth in this paragraph.

The cost of any measures undertaken by the Village pursuant to this section shall be assessed against the Lot Owner in accordance with the provisions of §66.0627, Wis. Stats. It is expressly understood and acknowledged that such cost shall be deemed a special charge for current services and may be levied in accordance with the provisions of §66.0627, Wis. Stats. Any such assessment against a Lot that is not paid by a Lot Owner within sixty (60) days after billing shall be deemed a delinquent special charge and shall become a lien upon the non-paying Lot Owner's Lot(s). Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the Lot(s) for which payment has not been received by the Village, and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges.

13. **LOT 96 AND 97 STORM SEWER EASEMENT.** As depicted on the Plat, there exists a permanent storm sewer and stormwater easement between Lots 96 and 97. Owners of Lots 96 and 97, shall maintain said easement to each respective property line and be responsible for all such maintenance costs, including, without limitation seeding, mowing and lawn care. There shall be no permanent structures or plantings other than grass within the easement.
14. **ANIMALS AND POULTRY.** No animals, livestock, reptiles, birds, or poultry of any kind shall be raised, bred or kept on any Lot, except that not more than three (3) domesticated pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All pets shall reside within the dwelling structures or in an integral exterior structure approved by the Developer/DRC. Domestic animals shall not be allowed to annoy nor threaten other Lot Owners in the Plat. Animals shall not be permitted to run free in the streets or outlots. All pets must be in compliance with all County and Village of Blue Mounds ordinances.
15. **CONSTRUCTION TIMING AND VALUE; SPECIAL ASSESMENT AND RELEASE**
 - A. **Construction Timing.** The Owner of a Residential Lot promises to and shall substantially complete construction of a single family dwelling on said Residential Lot within two years of the date of acquiring ownership. Construction of the dwelling must be complete within 12 months of the date the Building permit was issued. Substantial completion of the dwelling requires completion of landscaping and driveway improvements.
 - B. **Value of Land and Improvements.** The single family dwelling constructed on said Residential Lot shall have an assessed value of **\$190,000.00** for real estate tax assessment purposes (the "Residential Target Value"). The Residential Target Value includes land and improvements.
 - C. **Special Assessment Imposed for Failure to Meet Timing and/or Value.** If the Owner of a Residential Lot fails to meet the timing requirements and/or fails to meet the Residential Target Value, then, without further action or notice from the Village, said Residential Lot shall be subject to a special assessment lien in the amount of **\$24,687.50** in favor of the Village of Blue Mounds ("Special Assessment"). The Special Assessment shall be repaid in annual installments over a 15 year period beginning with the year of the failure as set forth in Village Resolutions R#09-23 and

R#10-02, which are expressly incorporated herein by reference as if set forth herein in full. Interest shall be charged on the unpaid balance of such installments at the rate equal to ½% above the Village/CDA "all inclusive" cost of funds expended by the Village for infrastructure improvements. By purchasing a Residential Lot subject to this Declaration, the Owner of a Residential Lot hereby expressly consents to the Special Assessment, and waives any rights to contest or challenge the levy or collection of the Special Assessment as set forth in Village Resolutions R#09-23 and R#10-02.

- D. **Release of Special Assessment Lien.** The Owner of a Residential Lot may request a written release of the Special Assessment from the Village if the Owner of the Residential Lot meets the timing requirements and Residential Target Value. The Owner shall be eligible for a written release in accordance with the *Guide for Special Assessments In The Blue Mountain 1st Addition Plat*, as set forth on the attached Exhibit X, which is incorporated by reference. The Village's right to impose the Special Assessment Lien against the lots in the Plat shall terminate when the value of the payments made to the Village based on the tax increment on all the lots in the Plat (residential and commercial) is equal to or greater than the principal and interest due and paid on the debt issued by the Village and/or its CDA to fund projects approved and undertaken in the Village of Blue Mounds Tax Increment District in which the Plat is located and that are fairly and reasonably allocable to the lots in the Plat (residential and commercial).
16. **DURATION OF DECLARATION.** This Declaration shall run with the land and shall be binding upon all Owners of Lots covered by this document for a period of 25 years from the date the Covenants were recorded, after which time it shall automatically stand renewed for successive 10-year periods unless this Declaration, including the Covenants and First Amendment To Covenants, is terminated, revoked, or amended as hereinafter provided, or as provided by law.
17. **AMENDMENT AND TERMINATION.** Any provision contained in this Declaration may be amended, or additional provisions may be added to this Declaration, or this Declaration may be terminated or revoked, by the recording of a written instrument or instruments specifying the amendment or addition or the fact of termination and revocation, executed by the Owners as shown by the records in the Office of the Register of Deeds of the County of Dane, Wisconsin, of the Owners of two-thirds (2/3) of the Lots (other than outlots) of the development, and provided further, that so long as the Developer continues to own 5% of the Lots (other than outlots), which are held for sale, no rights contained in this Declaration may be amended or modified without the written consent of the Developer. Such action regarding the Declaration shall be, by written agreement, executed by the requisite number of Owners and shall become effective when it is recorded in the office of the Dane County Register of Deeds. Upon and after the effective date of any such change or changes, the same shall be binding upon all Owners, and shall run with the land and bind all persons claiming by, through or under any one or more of them.

Until such time as the Developer has sold at least ninety percent (90%) of the Lots subject to this Declaration, the Developer reserves the right, subject to written Village approval, to amend or otherwise modify this Declaration without the consent of any other Owner.

Notwithstanding anything in this Declaration to the contrary, this Declaration may also be amended solely by the Developer if Developer shall determine that any amendments to this Declaration shall be necessary:

- A. in order for existing or future Mortgages to be acceptable to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or other mortgage lender in Developer's discretion, or
- B. in order to clarify any apparently conflicting provision or to correct any mistakes or errors of a clerical nature resulting from typographical or similar errors, or
- C. in order to change the order of the phasing of the Subdivision pertaining to the particular phase, or

D. in order to negotiate new agreements regarding the use of any of the Outlots with the Village of Blue Mounds or any other governmental or private not for profit conservancy agency.

Developer shall have and hereby specifically reserves the right and power to make and execute any such amendment as described in the foregoing Subparagraphs A. through D. of this Paragraph 17 without obtaining the approval of any Lot Owners. Each such amendment shall be made, if at all, by Developer prior to the sale of the last Lot owned by Developer.

Notwithstanding the foregoing provision of this Paragraph, Developer shall not lower the minimum requirements herein stated except as herein stated.

18. **ENFORCEMENT.** This Declaration and any covenants, rules, provisions, conditions or requirements contained herein may be enforced by the Developer, the DRC, any Lot Owner and/or any person or persons owning any condominium unit located on Lot 1 by proceedings at law or in equity against any person or persons violating or attempting to violate the same, whether to restrain the violation or to recover damages. It is expressly understood that the Village of Blue Mounds may, but is not obligated to, enforce this Declaration, its covenants and restrictions.
19. **SEVERABILITY.** Invalidity of any one of these rules, provisions, conditions, requirements or covenants within this Declaration by judgment or court order shall in no way affect any of the other rules, provisions, conditions, requirements or covenants within this Declaration, which shall remain in full force and effect.
20. **NO WAIVER.** Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or any other provisions of this Declaration.
21. **CONFLICT AND INTERPRETATION.** In the event of a conflict between this Declaration and any Village, State, County or Federal ordinance, statute or regulation, the strictest requirements shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned owner of record of the Plat of Blue Mountain 1st Addition has executed the foregoing instrument.

BLUE MOUNTAIN DEVELOPMENT, INC.

By: *N. Ladopoulos*
Nicholas Ladopoulos, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
COUNTY OF DANE)

Personally came before me this 22 day of June, 2010, the above-named Nicholas Ladopoulos, President of the above-named Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Bryan R. Elliott
Bryan R. Elliott (print name)
Notary Public, Dane County, Wis.
My commission expires on February 16th, 2014



This document was drafted by: Nicholas Ladopoulos

ATTACHMENT A

Parcel I.D. Nos. for the following lots located in the:
PLAT OF BLUE MOUNTAIN 1ST ADDITION, VILLAGE OF BLUE MOUNDS, DANE COUNTY,
WISCONSIN:

| | | |
|----------------------------|----------------------------|----------------------------|
| Lot 45 108/0606-071-1205-1 | Lot 46 108/0606-071-1216-1 | Lot 47 108/0606-071-1227-1 |
| Lot 48 108/0606-071-1238-1 | Lot 49 108/0606-082-2509-1 | Lot 50 108/0606-082-2520-1 |
| Lot 51 108/0606-082-2531-1 | Lot 52 108/0606-082-2542-1 | Lot 53 108/0606-082-2553-1 |
| Lot 54 108/0606-082-2564-1 | Lot 55 108/0606-082-2575-1 | Lot 56 108/0606-082-2586-1 |
| Lot 57 108/0606-082-2597-1 | Lot 58 108/0606-082-2608-1 | Lot 59 108/0606-082-2619-1 |
| Lot 60 108/0606-082-2630-1 | Lot 61 108/0606-082-2641-1 | Lot 62 108/0606-082-2652-1 |
| Lot 63 108/0606-082-2663-1 | Lot 64 108/0606-082-2674-1 | Lot 65 108/0606-082-2685-1 |
| Lot 66 108/0606-082-2696-1 | Lot 67 108/0606-082-2707-1 | Lot 68 108/0606-082-2718-1 |
| Lot 69 108/0606-082-2729-1 | Lot 70 108/0606-082-2740-1 | Lot 71 108/0606-082-2751-1 |
| Lot 72 108/0606-071-1252-1 | Lot 73 108/0606-082-2773-1 | Lot 74 108/0606-082-2784-1 |
| Lot 75 108/0606-082-2795-1 | Lot 76 108/0606-082-2806-1 | Lot 77 108/0606-082-2817-1 |
| Lot 78 108/0606-082-2828-1 | Lot 79 108/0606-082-2839-1 | Lot 80 108/0606-082-2850-1 |
| Lot 81 108/0606-082-2861-1 | Lot 82 108/0606-082-2872-1 | Lot 83 108/0606-082-2883-1 |
| Lot 84 108/0606-082-2894-1 | Lot 85 108/0606-082-2905-1 | Lot 86 108/0606-082-2916-1 |
| Lot 87 108/0606-082-2927-1 | Lot 88 108/0606-082-2938-1 | Lot 89 108/0606-082-2949-1 |
| Lot 90 108/0606-082-2960-1 | Lot 91 108/0606-071-1271-1 | Lot 92 108/0606-071-1282-1 |
| Lot 93 108/0606-071-1293-1 | Lot 94 108/0606-071-1304-1 | Lot 95 108/0606-071-1315-1 |
| Lot 96 108/0606-071-1326-1 | Lot 97 108/0606-071-1337-1 | |

EXHIBIT X
TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR RESIDENTIAL LOTS

GUIDE FOR SPECIAL ASSESSMENTS
IN THE BLUE MOUNTAIN 1ST ADDITION PLAT

This guide is intended to highlight the Village of Blue Mounds policy for charging special assessments on the residential lots in the Blue Mountain 1st Addition Plat.

What is the special assessment amount?

- √ Each lot has a special assessment of \$24,687.50.
- √ The special assessment is divided into 15 equal payments.
- √ It is payable over 15 years, starting in 2009 and ending in 2024.
- √ This amounts to an annual payment of approximately \$1,650.00 plus interest.

Can I get an exemption from the special assessment?

- √ **YES!** The good news is that most buyers will be fully exempt from the special assessment and not be required to pay.

How can I be exempt?

- √ You will be exempt from the special assessment if your land and home are assessed at a minimum value of \$190,000.00 at the time of completion.
- √ Vacant lots and incomplete lots are not eligible for the exemption.

How long do I have to complete my house in order to get the exemption?

- √ You have a grace period.
- √ You have 2 years from the date of purchase to obtain a building permit.
- √ You have 12 months to complete construction from the date of the permit.
- √ If you miss either of the deadlines you lose the exemption, until you complete construction of the home to the required value.
- √ Your maximum grace period is three (3) tax years. (e.g., if you purchased in 2008, you must build a home to the required minimum value by 1/1/2011).

What if I am close, but miss the minimum value? Do I pay the full amount?

- √ No. Your special assessment will be reduced by a prorated percentage.
- √ For example, if your final value is 10% less than the required minimum value, you would only have to pay 10% of the special assessment until your home reaches the required minimum value.

What happens if my assessed value goes down after I reach my target value? Would I lose my exemption?

- √ No. Once you reach the minimum target value, you will remain exempt from the special assessment.

What happens to the grace period if I sell the lot before I complete construction?

- √ If you sell to a bona fide unrelated third-party or entity (*as solely and unilaterally determined by the Village*), the grace period would start over on the date of sale to the third-party.

Please note that this is intended to be an informational guide for understanding how the special assessments work. This guide is not intended to confer any legal or property rights to any person or entity. The Village Board reserves any and all rights to make changes or adjustments to this policy with or without notice to any person or property owner.