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DANE COUNTY
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DECLARATION OF PROTECTIVE COVENANTS FOR THE VINEYARDS AT CAMBRIDGE LOTS 1-54

Return to:
Bill Ranguette
528 Vanderbilt Dr.
Waunakee WI 53597

SEE EXHIBIT A
Parcel Number

DECLARATION OF PROTECTIVE COVENANTS FOR THE VINEYARDS AT CAMBRIDGE

THIS DECLARATION is made this 21 day of April 2015, by THE VINEYARDS AT CAMBRIDGE, LLC ("Developer").

RECITALS:

A. Developer now owns certain lands in the Village of Cambridge, Dane County, Wisconsin (the "Village") which are platted as The Vineyards at Cambridge and legally described on Exhibit A attached hereto and made a part hereof.

B. Developer desires to subject the Lots to the conditions, restrictions, covenants and reservations set forth below, which shall encumber the Lots and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

NOW, THEREFORE, Developer declares that the Lots shall be used, held, sold and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which

shall inure to the benefit of and encumber the Lots, and run with the land, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

ARTICLE I

STATEMENT OF PURPOSE

1.01 General Purpose. The general purpose of this Declaration is to help assure that the Lots will become and remain an attractive community; to preserve and maintain the natural beauty of the Lots; to insure the most appropriate development and improvement of each Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to insure the highest and best residential development of the Lots; and to encourage and secure the construction of attractive residential structures thereon.

1.02 Owner's Acknowledgement.

(a) All Owners are subject to the conditions, restrictions, covenants and reservations contained in this Declaration and are given notice that (a) their ability to use their privately owned property is limited thereby; and (b) Developer and/or the Association may add, delete, modify, create exceptions to, or amend the conditions, covenants and reservations in this Declaration as provided in Section 11.01 herein.

(b) Each Owner by acceptance of a deed acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by the conditions, restrictions, covenants and reservations in this Declaration and that the conditions, restrictions, covenants and reservations contained in this Declaration may change from time to time.

(c) Assignment of Declarant's Rights. Any or all of the rights and powers granted to the party named as "Developer" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights and powers. Upon the recording of any such instrument, such assignee shall become "Developer" under this Declaration to the extent of the rights and powers assigned and shall succeed to all rights and powers granted to "Developer" under this Declaration that were the subject of the assignment. The term "Developer" as used herein shall mean the Developer and its successors and assigns.

ARTICLE II

DEFINITIONS

The following definition shall be applicable to this Declaration:

2.01 Association. The Vineyards at Cambridge lots 1-54 Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.02 Committee. The Architectural Control Committee described in Section 3.01(a).

2.03 Declaration. This Declaration of Protective Covenants.

2.04 Developer. The Vineyards at Cambridge, LLC or any party named as assignee of The rights of Developer.

2.05 Dwelling. The detached single-family dwelling referred to in Section 5.01.

2.06 The Winery. The Vineyard and Winery referred to in Article IX.

2.07 The Winery Owner. The owner or owners of the fee simple interest in the Winery or any parts thereof.

2.08 Lot. Any platted lot within the lands described on Exhibit B.

2.09 Owner. Any person, including any entity, holding fee simple title to (or, in the case of a land contract, the purchaser's interest in) a Lot.

2.10 Register of Deeds. Office of Register of Deeds for Dane County, Wisconsin.

2.11 Restricted Chemicals. Restricted Chemicals are those designated by the Winery Owner which may, in the Winery Owner's sole opinion, have a detrimental effect on vineyard plants, grapes or wine quality.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.01 Establishment, Duties, Membership.

(a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

(b) The Committee shall consist of no fewer than two (2) persons designated by Developer. All members of the Committee shall serve at Developer's pleasure until such time as Developer no longer owns any interest in real property within the Lots or Outlots. A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Developer no longer owns any interest in real property within the Lots or Outlots, the Developer and Committee members shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the directors of the Association shall elect the members and fill vacancies on the Committee. In the event of any vacancy, Developer shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. A member of the Committee may resign by submitting a written resignation to the address to which submissions to the Committee are to be sent under Section 3.02. For the purpose of this Article, each Lot shall constitute a unit having a single vote.

3.02 Procedure. An Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee. for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The items submitted to the Committee shall include:

(a) Construction details for all buildings, structures, walls and other Improvements;

(b) Proposed facades of any building, including the style, color and location of eaves and windows;

(c) Description of materials to be used in any building or improvement;

(d) A detailed site plan showing the building footprint and driveway;

(e) The color scheme of all improvements;

(f) Detailed landscape plans and specifications, which shall show location of proposed trees, shrubs, berms, walls, patios, bedding plantings, and other landscape materials; and

(g) Such other materials as the Committee may deem necessary.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or comparable qualified individual or firm. A submission will not be complete and the ten (10) -day approval time set forth below shall not commence until all documents required in this Section 3.02 have been submitted. All such submissions

shall be to Developer at its principal place of business (or, if Developer ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 3.05. Developer shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of at least three (3) of its members, may take action without a meeting. 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 two or more Committee members. If the Committee fails to render its decision on the preliminary or final development plans within ten (10) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) 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. If such plans are not rejected, then the owner of the Lot shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes.

3.03 Standards. The Committee shall have the right to reject any plans and specifications Or plot plans which, in the judgment and sole opinion of a majority of its members, Or the representative of the Committee:

(a) Are not in conformity with any of the restrictions set forth in this Declaration; or

(b) Are not desirable for aesthetic reasons; or

(c) Are not in harmony with buildings located on the surrounding Lots; or

(d) Have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or

(e) Are not in conformity with the general purposes of this Declaration.

3.04 Occupancy. No structure shall be occupied unless it has been approved by the Committee pursuant to Section 3.02 hereof, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued therefor.

3.05 Fees. The Committee, by majority vote, shall from time to time adopt a fee schedule designed to defray the Committee's out-of-pocket costs incurred in connection with its review of any preliminary or final development plan or of any resubmission of any such plans and such fee may be adjusted at any time by the Committee. The initial fee will be One Hundred Twenty-Five Dollars ($125) per plan.

3.06 Approval of Contractors. For each building erected or placed on any Lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Committee prior to commencement of any construction. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

3.07 Liability of Committee. The Committee and its individual members shall not be Liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

(a) The approval or disapproval of any plans and specifications, whether or not Defective;

(b) The construction or performance of any work, whether or not pursuant to Approved plans and specifications; or

(c) The development of any property within the Lots.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

4.01 Mobile and Other Manufactured Homes. Mobile and manufactured homes are not Permitted. The Committee may make exceptions for other manufactured homes such as modular or open-panel construction homes that have prefabricated components if size, elevation and building material requirements are met and, in the opinion of the Committee, the finished quality of the improvements will be comparable to a stick-built home and compatible with other homes within the Lots.

4.02 Front and Side Yard Requirements. All buildings or any parts thereof shall be built and located in conformance with the following standards, except those listed in the PUD and Preliminary Plat, Exhibit B

(a) Minimum Frontage: 80 feet;

(b) Minimum Front Yard: 25 feet;

(c) Minimum Side Yard: 6 feet each, 12 feet in combination, except that a side yard that abuts a street shall not be less than 20 feet in width; if a garage entrance is located on the side yard abutting a street, it shall have a minimum side yard of not less than 10 feet

(d) Minimum Rear Yard: 25 feet

4.03 Floor Area Minimums. Each Dwelling constructed on Lots 2--22 shall have a minimum of the following floor area of finished living space:

(a) Single-story houses shall have not less than one thousand four hundred (1,400) square feet of finished area.

(b) Raised ranch, bi-level and tri-level houses shall have not less than one thousand two hundred (1,200) square feet of finished area on the main level and eight hundred (800) square feet of finished area on the upper levels.

(c) Two-story houses shall have not less than one thousand seven hundred (1,700) square feet of finished area on both floors.

(d) Open porches, screened porches, patios, attached garages, and all basements, whether finished or not, are not to be included as part of the total area. Stair openings shall be included in determining floor area.

(e) The main level is defined as the level that is totally above the finished grade of the Lot.

Each Dwelling constructed on Lots 23-53 shall have a minimum of the following floor area of finished living space:

(f) Single-story houses shall have not less than one thousand eight hundred (1,800) square feet of finished area.

(g) Raised ranch, bi-level and tri-level houses shall have not less than one thousand eight hundred (1,800) square feet of finished area on the main level and one thousand (1,000) square feet of finished area on the upper levels.

(h) Two-story houses shall have not less than two thousand two hundred (2,200) square feet of finished area on both floors.

(i) Open porches, screened porches, patios, attached garages, and all basements, whether finished or not, are not to be included as part of the total area. Stair openings shall be included in determining floor area.

(j) The main level is defined as the level that is totally above the finished grade of the Lot.

4.04 Building Materials. The following standards shall be adhered to in relation to all Ensigns and construction to preserve the initial and improved beauty of the Lots.

(a) If the chimney is in the front two-thirds of the Dwelling, it must be of brick, stone or stucco.

(b) All chimneys and flues shall be fully enclosed.

(c) Aluminum and vinyl siding shall be limited to than sixty five percent (65%) of the exterior of the building

(d) No plywood siding shall be allowed.

(e) All fascia must be at least ten inches in width.

(f) All roofing shall be of architectural grade textured fiberglass, asphalt shingles, wood shakes, or other acceptable material.

(g) At least 35% of the front elevations of all Dwellings shall be brick, stone, stucco or masonry material.

It is the intent of the Developer to coordinate trim, siding and roofing colors to provide the most aesthetic combination for a particular Dwelling as well as for the overall development of the Lots.

4.05 Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the building. The Committee shall be entitled to reject any plans which would result in fenestration or length of building walls that would be incompatible with neighboring structures that would not harmonize with the natural surroundings or that would violate any of the standards set forth in Section 3.03.

4.06 Building Location. All buildings should be sited on the Lot to present their most desirable face to the street and where possible should be related to buildings on adjoining Lots. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Lots.

4.07 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.

4.08 Fencing. Fences shall not be allowed, except for screening of service areas, without the prior written consent of the Committee. The prior written consent of the Winery Owner is required if the proposed fence is to be erected on a Lot which is adjacent to or abuts the Winery.

4.09 Mailboxes and Exterior Yard Lights. The Developer shall provide a choice of mailboxes and post to be installed by the Owner on the Lot in accordance with the United States Post Office Department regulations. Each Owner at his or her expense shall install a post light or comparable lighting approved by the Committee for the

front yard. Each light shall use only a direct wire and shall be controlled by a photo cell. Each Owner shall be responsible for the maintenance of the fixture.

4.10 Garages; Use of Outbuildings. All garages shall be attached to the Dwelling and shall have space for no fewer than two cars. No trailer, basement, tent, tree house, shack, detached garage, outdoor toilet, barn, or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers and toilets during the period of construction.

4.11 Landscaping. The following guidelines shall be followed for each Lot:

(a) Landscape plans shall be developed to enhance the ambience of each Lot. The overall plan should pay particular attention to street side foundation plantings and should adapt to the surrounding topography of the Lot.

(b) All plantings to be placed upon the Lot shall be planted within the dwelling's curtilage and within thirty (30) days of occupancy of the Dwelling or upon completion of construction, whichever comes first, except that sodding, seeding, and planting new vegetation shall not be required during any period in which winter weather conditions restrict the ability to complete the planting.

(c) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement.

(d) No Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots. Any modification to drainage patterns shall be approved by the Committee and shall conform to local law.

(e) Each Lot shall, within one growing season of the issuance of a certificate of occupancy for the Dwelling located thereon, be improved with all landscaping that was set forth in the landscaping plan approved by the Committee under Section 3.02.

(f) Each Lot shall construct and maintain a rain garden; Each rain garden shall be designed and constructed to maintain the additional run off produced by the lots improvements

(g) Each lot shall either Sod or Seed the remainder of the front and side yard not covered by other plant and landscaping. The back yard shall have a minimum

of 25% sod or seed. The grass height must be cut and maintained not to exceed the Village's ordinances.

(h) The landscaping plan for each lot shall achieve a minimum of 700 landscaping points as determined by the following point schedule. No more than 200 points total shall be allowed for any combination of walls and fences:

Landscaping Element	Point Value
Canopy Tree (2"-3" caliper at least 18"):	125
Canopy Tree (3"-4" caliper at least 18"):	150
Canopy Tree (greater than 4" caliper at least 18"):	200
Canopy Tree or Small Tree (1"-1 ½" caliper at 18 inches, i.e., Crab, Hawthorn):	100
Evergreen Tree (4 to 6 feet in height):	100
Large Deciduous Shrub (3-yr. transplant, 36" min):	20
Small Deciduous Shrub (3-yr. transplant, 18" min):	10
Decorative Wall (rock, brick-per face foot):	5

4.12 Construction Deadline. Each residential structure erected shall have its entire external construction completed within six (6) months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God. If construction does not commence upon any Lot within twelve months of the date on which Developer has conveyed title to such Lot to any Owner, Developer shall then have the right, upon fifteen (15) days' notice to the Owner, to buy back that Lot from the Owner for the price originally paid by the Owner to Developer for the Lot.

4.13 Driveways. All driveways from the front face of the garage to the street shall be paved with concrete (cement) or other material approved by the Committee, which has an equivalent quality and decorative appearance, within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Owner's ability to complete such construction. All driveways shall have sufficient space to allow for parking of no fewer than two cars. The driveway serving certain Lots will be laid out along a portion of the common lot line of certain contiguous pairs of Lots (the "Common Driveway"). Each Common Driveway shall be subject to a joint easement for the mutual benefit of the Lots on which the Common Driveway is located.

4.14 Storm water Runoff from Roof. Each Dwelling shall be constructed in a manner such that all storm water runoff from the roof thereof shall be directed toward an absorbent, pervious surface. Storm water from roof runoff may not be directly channeled into a driveway, street or into a storm water drainage system.

4.15 Variances. The Committee is authorized in its sole discretion to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration.

4.16 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, without notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

ARTICLE V

USE RESTRICTIONS

5.01 Single-Family Residences. Each Lot shall be used for single family residential Purposes, with the following as exceptions:

a. The Committee may approve the use of one or more Lots as a swimming Pool or tennis complex, provided a majority of the Owners have agreed in writing to the construction of such a facility.

b. Developer may use one or more Lots as a sales office and/or model home for Purposes of marketing Lots and Dwellings.

A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, guardianship or adoption) plus no more than one unrelated person. No structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than one detached single-family dwelling, not to exceed two stories in height, and a private garage attached to said dwelling for not less than two cars, nor more than four cars. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit an Owner from:

(i) Maintaining his or her personal professional library in his or her Dwelling;

(ii) Keeping his or her personal business or professional records or accounts in his or her Dwelling;

(iii) Handling his or her personal or business records or accounts in his or her Dwelling; or

(iv) Handling his or her personal business or professional telephone calls or correspondence from his or her Dwelling.

Nothing in this Section 5.01 shall authorize the maintaining of an office (other than a sales office as described in Section 5.01(c)) at which customers or clients customarily call and the same is prohibited.

5.02 Fractional Ownership. No Dwellings shall be subjected to or used for any fractional interest ownership, time share, cooperative, licensing or other arrangement that would entail weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees or timesharing participants without the prior written consent of the Committee.

5.03 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the Lot for sale during the hours of open house showings only, or signs provided and allowed exclusively by the Developer for builders or licensed real estate brokers during the initial construction and sales periods. The Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Lots and to erect appropriate signage for the sales of Lots.

5.04 Garbage and Refuse Disposal. . No garbage receptacles may be stored outside. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers, and no exterior burning of household items is permitted.

5.05 Storage and Parking. Outdoor storage of vehicles, boats, or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Lot owners and their families is prohibited unless they are kept in garages. Except on weekends and holidays, the storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. On-street parking on a temporary basis for Owners' visitors and guests is allowed, subject to reasonable rules and regulations that the Association may adopt from time to time. Subject to all applicable laws and regulations, no exterior antennas, windmills or satellite dishes shall be erected on any structure or Lot without the prior written approval of the Committee. No firewood or wood pile shall be kept outside a structure unless it is less than one cord, is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and is screened from street view and Winery view by plantings or a fence approved by the Committee. Nothing set forth in this Section 5.05 shall prohibit temporary storage of moving vehicles for the purpose of loading or unloading for a period of more than eight (8) hours. No cars or other equipment may be parked on any yard at any time.

5.06 Outside Clothes Lines. . Lots 23-53 Clothes line poles shall not be permitted on any Lot and no laundry or wash shall be dried or hung outside any Owner's Dwelling. Lots 2-22 may have a retractable clothes line which retracts to the house. When not in use the clothes line shall be retracted.

5.07 Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Lot not used as a building site shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance.

5.08 Pets and Animals. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee. Pets shall be kept restrained within the Owner's Lot or the Owner's Dwelling and shall not create undue noise or otherwise disturb the quiet enjoyment of other Owners.

5.09 Motorized Vehicles.

(a) All Motorized Vehicles Except Golf Carts: All motorized vehicles except golf carts shall be operated solely on public rights-of-way, or driveways within the Lots. Such vehicles may not be operated across side or rear lot lines and shall be operated so as to not unduly disturb the enjoyment of other Owners. All-terrain vehicles and motorcycles shall be permitted only on public rights-of-way or driveways and only for ingress and egress purposes and not for general recreational or pleasure purposes.

(b) Golf Carts: Golf carts shall operate solely on public rights-of-ways, driveways, and bike paths or upon the Lot owned by the cart owner. Owners may drive their carts to the Winery on public easements granted for this purpose and subject to the rules and regulations of the Winery Owner.

5.10 Easements for Winery.

(a) The Winery Owner, its respective agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Lots reasonably necessary to the operation, maintenance, repair and replacement of the Winery.

(b) The Lots immediately adjacent to the Winery are hereby burdened with a non-exclusive easement in favor of the Winery for overspray of water from any irrigation system serving the Winery and for overspray of any substance, inclusive of fertilizers, pesticides, herbicides, fungicides or other chemicals, whether in solid, liquid or vapor form, applied to the Winery property. Under no circumstances shall the Association or the Winery Owner be liable for any damage or injury resulting from such overspray or the exercise of this easement.

(c) Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from pesticides or other materials used for maintenance of the Winery: Developer or its successors, the Association or its Members (in their capacity as such); successors-in-title to the Winery, or

assigns; any successor Developer; any builder or contractor (in their capacities as such); any officer, director, member, shareholder or partner of the foregoing, or any officer or director of any partner.

5.11 Winery Declarations.

(a) Trespassing. Owners acknowledge that the Winery is private property, and shall not enter or trespass upon Winery property without approval from the Winery Owner, or in conformance with any easements that may have been granted by the Winery to the general public. Owners further acknowledge that the Winery may, in its sole discretion and without notice or consent, apply chemicals on the Winery property that may be harmful to humans and pets. As a result, unauthorized entrance onto Winery property or unauthorized consumption of agricultural products could result in severe injury, illness or even death. Under no circumstances shall the Winery or Winery Owner be liable for any damage or injury whatsoever arising because of unauthorized entrance onto Winery property or unauthorized consumption of agricultural products.

(b) Restricted Chemicals. Restricted Chemicals may not be applied at any time or for any reason whatsoever on any Lot. This declaration shall apply to all persons, including contractors, employees or workers hired by an Owner. It shall be the Owner's sole reasonability to ensure that no Restricted Chemicals are applied to any Lot, and to report any violation of this covenant immediately to the Winery, including violations that occurred on Lots not owned by the person reporting the violation. Owners shall be liable for any and all damage caused to the Winery, including replacement cost of plants, the loss of crops spanning the length of time from the point of damage to the point when the plant (or its replacement) fully recovers and is fully productive, and the consequential loss of profits if replacement crops cannot be attained for some or all of the crop losses during the period of plant impairment.

(c) Restricted Chemicals. Restricted Chemicals , Exhibit C, may not be applied at any time or for any reason whatsoever on any Lot . The Winery may update the list of Restricted Chemicals at any time by providing written notice to the Association and Developer, who shall notify all Owners in writing within 15 days unless the notification is marked as Urgent, in which case the notification shall be made as soon as is reasonably possible. The Winery may, in its sole discretion. allow certain Restricted Chemicals to be used during rare and brief periods during which no damage would be expected to be incurred, in which case the Winery will notify the Association and the Developer of the allowable chemicals and the date range allowed.

5.12 Utilities. Each Lot will be provided with hook-ups for electrical service in the street adjacent to the Lots or the back property line of each lot. Each Owner will be responsible for connecting its Lot to said electrical lines in accordance with plans submitted to and approved by the Committee. Each Owner in compliance with all applicable laws, rules, regulations and guidelines, shall accomplish any such connection. The Owner, and not the Committee, shall be responsible for assuring such compliance.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.01 Members. Every Owner in fee simple of a Lot shall automatically be deemed a member of the Association. The Association shall be governed in accordance with the Association's articles of incorporation and bylaws. Land contract vendees and not land contract vendors shall be members of the Association. The foregoing is not intended to include as members persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

6.02 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners of Lots, with the exception of Developer. Class A members shall be entitled to one vote for each such Lot owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be the Developer. The Class B member shall be entitled to five (5) votes for each Lot owned. The Class B membership shall terminate and be converted to Class A membership upon the thirtieth (30th) anniversary of the date this Declaration is recorded.

ARTICLE VII

DIVISION OF LOTS BY OWNERS

No Lot shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the Lots.

ARTICLE VIII

CHARGES AND ASSESSMENTS

8.01 General Annual Charge. All Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, for the purpose of defraying the pre-litigation and litigation related costs and expenses (including actual attorneys' fees) of the Association in carrying out its stated purposes and functions, including but not limited to, the Association's costs and expenses related to the Association's maintenance of the Access Easement described in Article X of this Declaration. The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Association, may be required for the ensuing calendar year (including interest costs). The amount of the charge to be levied against each Lot shall be equal to the total charges times a fraction, the numerator of which shall be 1 and the denominator of which shall be the total number of Lots. Such charges shall be paid annually to the Association on or before March 1 of each year.

8.02 Special Charges. All Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in Section 9.01 for which the general annual charges are inadequate or to remedy any violation of any Owner of the terms of this Declaration. Special charges may be assessed against all Lots in the manner provided for in Section 8.01 or, in the event such expenses arise from an Owner's violation of the terms of this Declaration, the Association may levy special charges in the amount of such expenses against the Lot of the Owner who commits the violation.

8.03 Collection. The right to collect or enforce the collection of charges is hereby exclusively delegated to the Association. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. All charges which are unpaid when due shall from such date become and remain a lien upon the Lot until paid, with interest thereon from the due date of Fifteen Percent (15%) per annum until paid in full. The Association shall have the sole right to bring any and all actions and proceedings for the collection of the charges and the enforcements of liens therefor. Any liens securing unpaid charges arising by virtue of this Article VIII shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall present or impede the collection of lawful charges, taxes or similar charges by any governmental authority having jurisdiction. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought, at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory

maintenance lien as provided in Section 779.70, Wisconsin Statutes, to the extent said section is applicable. The Association shall, upon the written request of an owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any such delinquent charge, reasonable attorneys' fees, title charges and court costs and other costs incurred shall be added to and become a part of such charge.

ARTICLE IX

VINEYARD AND WINERY

9.01 Ownership and Operation of the Vineyard and Winery. Developer intends to sell the Outlots for the purposes of a Vineyard and Winery (hereinafter "Winery", which term shall also include any part thereof in the event any parts are separated). All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Developer or any other person with regard to the continuing existence, ownership or operation of the Winery, if any, and no purported representation in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by Developer. Further, the ownership and/or operation of the Winery, if any, may change at any time and from time to time by virtue of, but without limitation: (a) the sale to or assumption of operations of the Winery by an independent entity or entities; (b) the creation or conversion of the ownership and/or operating structure of the Winery to an "equity" club, stockholder group or similar arrangement whereby the Winery or the rights to operate it are transferred to an entity which is owned or controlled by its members or stockholders; or (c) the transfer or sale of ownership or control of the Winery to one or more affiliates, shareholders, employees or independent contractors of Developer. No consent of the Association or any Owner shall be required to effectuate such transfer or conversion.

9.02 Right to Use. Neither membership in the Association nor ownership of a Lot shall confer any ownership interest in or right to use the Winery.

9.03 View Impairment. Neither Developer, the Association nor the Winery Owner guarantees or represents that any view over and across the Winery from adjacent Lots will be preserved without impairment. The Winery Owner shall have the right, in its sole and absolute discretion, to 1) add trees and other landscaping to the Winery, 2) install fencing, electric wires or other protective barriers, at any time and without notice or consent. In addition, the Winery Owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the grounds, may plant or replant vines, and may erect structures such as agricultural buildings, wind turbines, event centers and parking lots, at any location on the Winery. Any such additions or changes to the Winery may diminish or obstruct any view from the Lots.

ARTICLE X

ACCESS EASEMENT

INTENTIONALLY DELETED

ARTICLE XI

MISCELLANEOUS

11.01 Term and Amendment. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot for a period of thirty (30) years from the date this Declaration is initially recorded. Until Developer no longer holds any interest in real property within Lots or Outlots, and subject to Section 11.02 below, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the Owners of at least Sixty Percent (60%) of the Lots subject to this Declaration. Thereafter until the termination of this Declaration, and subject to Section 11.02, below, this Declaration may be amended by the recording of an instrument executed by the Owners of at least Sixty Percent (60%) of the Lots subject hereto. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least Sixty Percent (60%) of the Lots subject hereto has been recorded to terminate or amend the same in whole or in part. In ascertaining the number of Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Lot shall constitute a unit having a single vote.

11.02 Limitations on Amendments. In recognition of the fact that Sections 4.08, 5.05, 5.06, 5.07, 5.10, 5.11 and Article IX are for the benefit of the Winery Owner, no amendment to the foregoing provisions may be made without the written approval of the Winery Owner.

11.03 Enforcement. Developer, the Association, any Owner and, with respect to Sections 4.08, 5.05, 5.06, 5.07, 5.10, 5.11and Article IX, the Winery Owner, shall have the right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or

both. Nothing herein shall be deemed to limit the rights of the Village, Dane County or any other governmental authority having jurisdiction to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration. Furthermore, the Association shall have the right, upon thirty (30) days' notice to any Owner, to correct, at such Owner's expense, any violation by the Owner of any term of this Declaration.

11.04 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

11.05 No forfeiture. No violation of these restrictions shall result in a forfeiture or Reversion of title to any Lot.

11.06 Attorneys' Fees. If any suit or action is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

[Signature Page Follows]

Executed at 528 Vanderbilt Dr. Waunakee, Wisconsin, the day and year first above written.

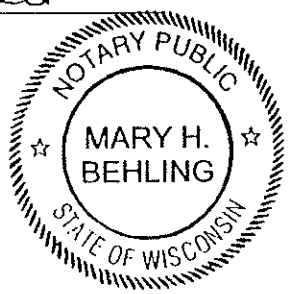
The Vineyards at Cambridge, LLC (the "Developer")

By: _____
William W. Ranguette, Managing Member

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

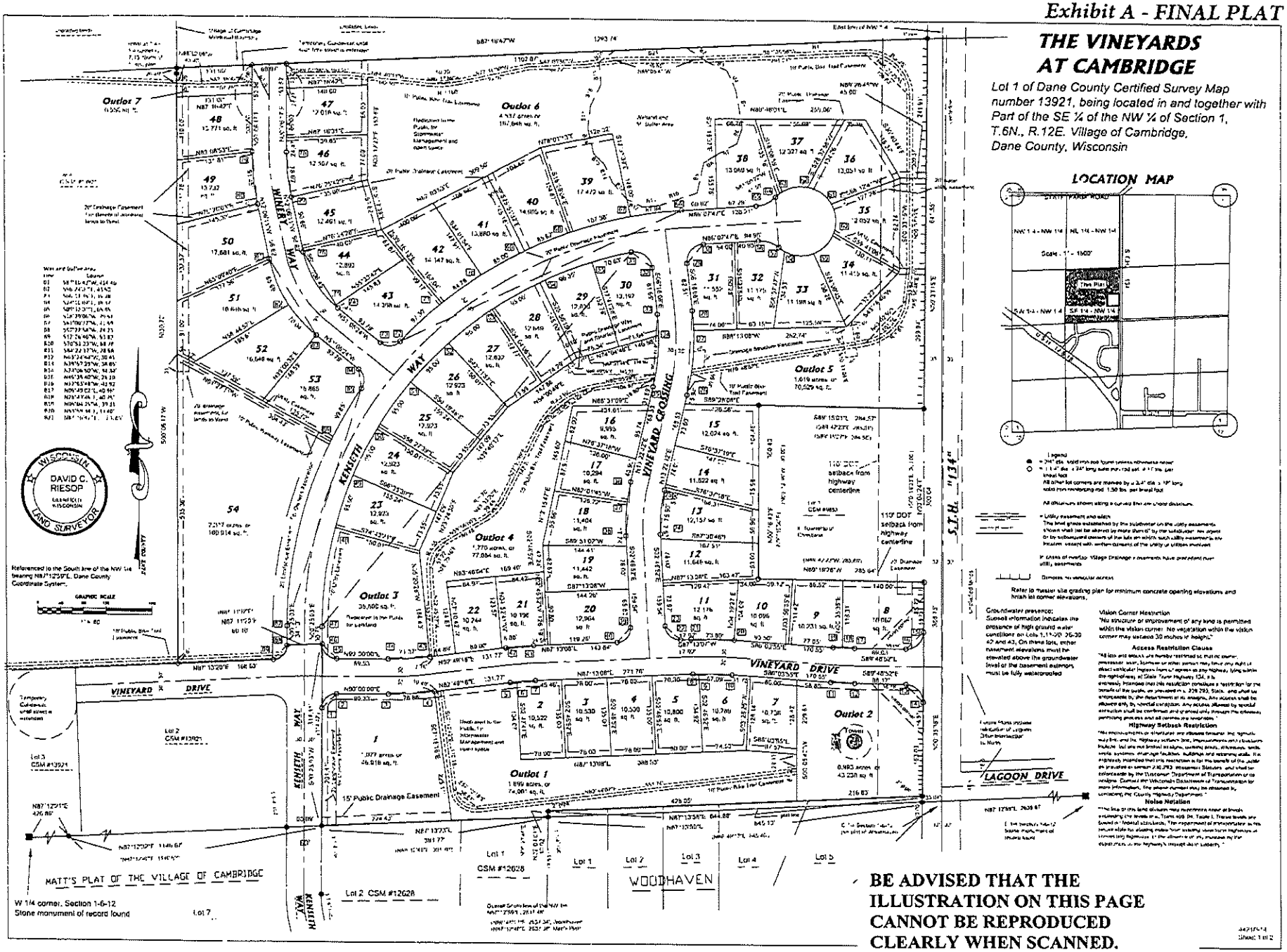
Personally came before me this 21 day of April, 2015, the above-named William W. Ranguette, and to me known to be the Managing Member of The Vineyards at Cambridge, LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said partnership.

Mary H. Behling
Name (printed): MARY H. BEHLING
Notary Public/State of Wisconsin
My Commission: is permanent



This instrument was drafted by:
William W. Ranguette
528 Vanderbilt Dr.
Waunakee, WI 53597
608-225-0611

Exhibit A - FINAL PLAT



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Grantor/Agent Sara Kirk Amerson

LEGAL DESCRIPTION

Real property in the Village of Cambridge, County of Dane, State of Wisconsin, and is described as follows:

Lots One (1) through Fifty-four (54), The Vineyards at Cambridge, in the Village of Cambridge, Dane County, Wisconsin.

(formerly described as Lot One (1), Certified Survey Map No. 13921, recorded March 11, 2015 in Volume 92 of Certified Survey Maps of Dane County, on pages 288-289, as Document No. 5134619, located in the Village of Cambridge, Dane County, Wisconsin)

APN/Tax Key No.:111/0612-012-9700-1

Exhibit B w/ Prelim. PLAT

Planned Unit Development
The Vineyards at Cambridge

Proposed Project Development
The following Maps show Location and Relationship to Existing Vicinity.

1 General Location in Village of Cambridge
2 Ariel View for Context and Visual Reference
3 Land Use Overview as Approved to Date
4 Proposed CSM of Subject Property

Development Plan
The following Preliminary Plat illustrates layout of Development.
Areas and Proposed Uses include:

Residential

Low Density – Single Family Homes
'Family' Lots 2 – 22 (21 total)
'Estate' Lots 23 – 53 (31 total)
Medium Density - Condominiums – Lot 54
7 Duplex Residences (14 Units)
High Density – Apartments
Lot 1 – 24 Unit (1 Building)
Lot 55 – 42 Units (1 Building)

Open / Green Space
Open Spaces and Outlots as Planned and Created are further described:

Outlot **1** (1.8 acres) affords area for storm water management, green space and buffer and bicycle path. Maintained and controlled by Village.
Outlot **2** (1.04 acres) remains as Municipal Water Tower Site. Maintained and controlled by Village.
Outlot **3** (0.81 acre or 32,280sf) affords area for Neighborhood Park, green space and bicycle path. Park feature(s) and detail are not concluded at this time. Maintained and controlled by Village.
Outlet **4** (1.8 acres) and Outlot **5** (1.7 acres) affords area for green space buffer and bicycle path. Green space shall include grape vines as feasible by Vineyard Operations. Maintained and controlled by Development/Vineyard.
Outlot **6** (4.4 acres) affords area for preservation of Wetland, storm water management, green space buffer and bicycle path. Maintained and controlled by Village.
Outlot **7** (0.15 acre or 6550sf) affords area for storm water management, green space buffer and bicycle path. Maintained and controlled by Development/Vineyard.
Outlot **8** (28.0 acres) Vineyard Property. Further defined elsewhere in this PUD Application.

Bike Trail
Development incorporates, and makes an integral part, a bicycle trail of approximately 1 mile in length.

Agricultural – Vineyard w/ Winery and Distillery as a Conditional Use

Cambridge Winery will be developing production, hospitality and agricultural facilities over the coming years. The production facilities will consist of one or more buildings that are equipped to produce wine, spirits and other agricultural products. The hospitality facilities will consist of a tasting room, gift shop, dining areas, event space and outdoor spaces that are integrated with the indoor spaces. Outdoor features will include patios, deck, water features/ponds, a mini-amphitheater and gardens. The agricultural facilities will include one or more agricultural buildings for farm equipment and vineyard hardware. Between 15 and 30 acres are expected to be planted with grape vines, with final acreage being dependent upon locations of roadways, driveways, buildings and waterways. A private well will be established to support agricultural and production uses, whereas municipal water and sewer will be used in all hospitality areas and restrooms.

TM Projects will be erecting a Craft Distillery at the Vineyards of Cambridge. The distillery will consist of constructing a 15,000 to 20,000 square foot production facility designed for future expansion. Parking will be set aside to accommodate 15 to 20 cars. The distillery will conduct tours 5 days a week and estimate on the weekend accommodating 100 people a day. Future expansion buildings will consist of metal buildings for aging whiskey on the property.

Primary facilities include:

1 Distillery 5 acre site portion under separate Ownership
15-20,00sf Facility conforming to Business and Light Industrial Building Criteria per Chapter 17

2 Winery / Service Building
5-10,000sf Facility conforming to Business and Light Industrial Building Criteria per Chapter 17

3 Hospitality Center
5-6000sf Facility conforming to Business – Permitted Uses per Chapter 17

Service Road provided for mutual service and access from Vineyard DR.

Business / Commercial – BH Business Highway (phase 2)

Outlot **9** (2.68 acres) and Outlot **10** (4.9 acres) along with ROW for Vineyard Drive reserved by Village per Developers Agreement and further described as Phase 2 of this Development with intended Use as BH-Business Highway consistent with Chapter 17.32 and adjacent development(s). Reference Lot 3 (9.263 acres total) of Proposed CSM. Maintained and controlled by Village. A key item for this portion of development is access to STH 12/18 requiring further planning and approval with WisDOT.

PUD (Planned Unit Development) and Variances

Planning and Approvals to date are generally consistent with Village Zoning. Refer to attached Zoning Map excerpt. Detailed Reports, Reviews and Approvals are not included herein but remain available for Reference upon request.

This request for PUD Zoning Overlay intends to satisfy Zoning requirements of this unique development. Aspects and Items of this Proposed Development that require consideration and variance from regular Zoning Ordinance criteria and standards are as follows:

Street and Block Standards (Cambridge Chapter 16) requiring consideration are:

1 Vineyard Drive, as a collector street is 60 feet in width versus 66 feet (re: 16.24.010, F, 3)

2 Lot width at building setback line is below the required 80 feet in width (re: 16.24.04. A) Lots affected are 2-4, 12, 14, 17-19 33-37, and lot 52. Lot with lowest width is lot 33 at 64 feet.

3 The Village subdivision ordinance requires the extension of sanitary sewers all the way across the frontage of every new lot where there is any chance the sanitary sewer may be extended in the future. The sewers on Kenseth Way and Vineyard Drive do not extend all the way across the lots that are adjacent to State Highway 134. If the Village ever foresees the possibility of extending sewer service to the east side of State Highway 134 in the future, those sewers should be extended onto the State Highway 134 right-of-way, at least as close to the existing Highway 134 pavement as possible without disrupting that pavement.

4 A variance will be requested to allow the sanitary sewer design to remain as shown on page #8 and #14 because the lands east of highway 134 are lower than the proposed sanitary sewer and therefore a future sanitary sewer extension is not feasible.

5 The Village subdivision ordinance requires hydrant spacing no greater than 450 feet in residential areas or 600 feet in commercia areas. Some locations do not appear to meet these criteria. However, given the mixed land use in this development I suggest the plan be given to the Village fire chief for comment and that the fire chief's recommendations be followed. A variance will be requested to allow the spacing as shown on the attached plans with hydrant spacing in excess of 450 feet.

6 Village's subdivision ordinance requires a street width of 36 feet, curb face-to-curb face, whereas several streets are shown with a street width of 32 feet. Functionally, a 32-foot width allows parking on only one side if two moving vehicles are to pass at a location where a car is parked. If the Village allows a 32-foot width in the locations shown. A variance is requested to allow street widths of 32 feet curb face-to-curb face and boulevard islands as shown on the attached plans.

7 Development Plans include monument markers and piers with false gates as part of aesthetic and vineyard theme.

Residential Standards (Cambridge Chapter 17) including Lot Standards and relative Density are:

Single Family Lots

1 Lots 2,3,4,6,7,8,9, 10, 16 and 17 are below the minimum lot area of 10,800 square feet.

2 Lots 2, 3, 4, 12 14, 15, 17, 18 19, and 33-37 are less than required width of 80 foot frontage per R-L, R-M and R-H zoning districts.

3 All single family residence lots have a reduction from 12 foot minimum sideyard to 6 feet. Corner lots 30 and 31 have a reduction of front yard setback, or corner side from 25 feet to 20 feet.

Multi-Family

24 Unit Apartment – Lot 1

Density	23.88 Dwelling units per acre	
Site Coverage	Building	25%
	Pavement	35%
	Open Space	40%
Parking Ratio	1.65 per unit	
Building Height	42 feet	

Side and Rear yard setbacks at 10'

42 Unit Apartment – Lot 55 (refer to attached Site Plan)

Density	22.22 Dwelling units per acre	
Site coverage	Building	20%
	Pavement	30%
	Open Space	50%
Parking Ratio	1.88 per Unit	
Building Height	42 feet	

Side and Rear yard setbacks at 10'

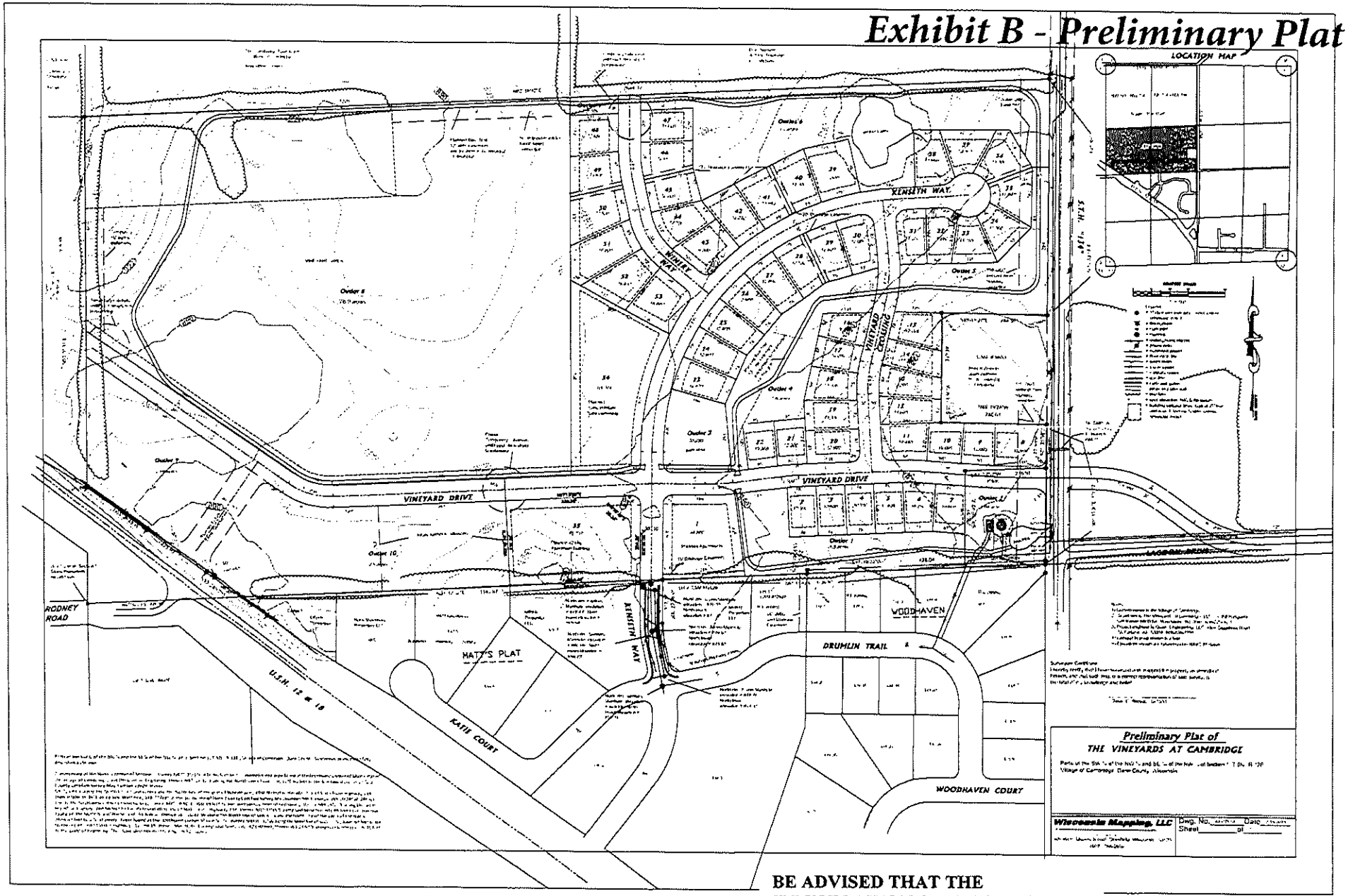
Landscaping
Streetscaping and Tree Plantings will be provided to Village requirements. This aspect of development is not completed at this time.

Street Light and Signage
Street Lighting and signage will be provided to Village requirements. This aspect of development is schematically designed and anticipated at present.

Significant Setbacks (including wetland and buffer(s))

A wetland of area less than 2.0 acres in area was determined to be present at north portion of development area. Current ordinance does not address this condition and requirement for protection, buffering and building setback. Consistent with Dane County regulations and DNR guidelines, a 50' set back is incorporated into Plat in area of concern.

Exhibit B - Preliminary Plat



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Grantor/Agent Tom-First American

EXHIBIT C to DEED RESTRICTIONS

Restricted Chemicals

Effective as of April 2, 2014

Replaces Previous Version Dated: None

All Phenoxy herbicides, including:

- 2,4-D
- Dicamba
- Clopyralid
- Triclopyr