

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
4942536**

12/14/2012 12:21 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 42

**DECLARATION OF PROTECTIVE COVENANTS
FOR THE COMMUNITY OF BISHOPS BAY**

Return to:
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

See Exhibit C

Tax Parcel Numbers

**DECLARATION OF PROTECTIVE COVENANTS
FOR THE COMMUNITY OF BISHOPS BAY**

THIS DECLARATION is made this 12 day of December, 2012, by
THE COMMUNITY OF BISHOPS BAY LLC (the "Developer").

RECITALS:

A. Developer now owns the fee simple interest in, or has the right to purchase, certain real property more particularly described in Exhibit A attached to, and made a part of, this Declaration (the "Property").

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

NOW, THEREFORE, Developer declares that the Property 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 Property, 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 overall Property, and each of the Neighborhoods, will become and remain an attractive community; to preserve and maintain the natural beauty of the Community; 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 development of the Property; and to encourage and secure the construction of attractive structures thereon.

1.02 Owners' Acknowledgement.

(a) All Owners are subject to the conditions, restrictions, covenants and reservations contained in this Declaration and are given notice that (1) their ability to use their privately owned property is limited thereby; and (2) Developer and the Association may add, delete, modify, create exceptions to, or amend this Declaration as provided herein.

(b) Each Owner, by accepting 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.

1.03 Disclosure Regarding Property Not Owned by Developer in Fee Simple. Developer hereby discloses that it does not own fee simple title to all of the Property. Developer does, however, hold the right to purchase the fee simple interest in all portions of the Property in which Developer does not currently own in fee simple (the "Non-Owned Portions"). The holders of the fee simple interest in the Non-Owned Portions are not subject to this Declaration. Therefore, if Developer for any reason, no longer holds the right to purchase any Non-Owned Portion, this Declaration shall cease to apply to such Non-Owned Portion.

ARTICLE II

DEFINITIONS

The following definitions apply to this Declaration:

2.01 Association. The Community of Bishops Bay Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.02 The Back Nine. The Back Nine – City together with the Back Nine – Town. This is the same area referred to in the MDP as "The Estates."

2.03 The Back Nine – City. The Neighborhood designated as "The Back Nine" on the Neighborhood Plan and located within the City. This is the same area referred to in the MDP as "The Estates" and located within the City.

2.04 The Back Nine – Town. The Neighborhood designated as "The Back Nine (Town)" on the Neighborhood Plan and located within the Town. This is the same area referred to in the MDP as "The Estates" and located within the Town.

2.05 City. The City of Middleton, Wisconsin.

2.06 Committee. The Design Review Committee described in Section 3.01(a).

2.07 Common Areas. The Community-Wide Common Areas together with the Neighborhood Common Areas.

2.08 Community. The Property.

2.09 Community-Wide Common Areas. All portions of the Property designated as such by Developer under Section 7.01 as benefiting all Neighborhoods.

2.10 Declaration. This Declaration of Protective Covenants.

2.11 Design Code. Comprehensive architectural and landscaping design standards and approval procedures promulgated from time to time by the Committee and approved by the Association's board of directors. The Association shall make the Design Code available to all Owners and prospective Owners upon request.

2.12 Developer. The Community of Bishops Bay LLC, and, as identified in a recorded document, any assignee of the rights granted to "Developer" under this Declaration.

2.13 Dwelling. Each detached single-family dwelling constructed on a Lot within the Back Nine, the Woods, the Reserve Hill, the Farm, and the Prairie.

2.14 The Farm. The Neighborhood identified as such on the Neighborhood Plan.

2.15 Golf Course Easement Area. That portion of the Community that is adjacent to, and lies within thirty feet (30') of, the common boundary between the Community and the Golf Course.

2.16 Golf Course Property. Any property that is adjacent to the Community and that is part of the Bishops Bay Golf Course, as such golf course may exist from time to time.

2.17 Governmental Authority. The City, the Town and any other governmental authority having jurisdiction over the Property.

2.18 Governmental Regulations. All laws, statutes, ordinances, regulations and orders of any Governmental Authority.

2.19 Home Occupation. An occupation or activity that is incidental to the primary residential use of a Lot. The occupation must meet all of the following requirements:

(a) The occupation or activity shall be secondary and incidental to single-family residential use.

(b) The occupation or activity shall not significantly alter the residential character of the Lot.

(c) The occupation or activity shall not unreasonably interfere with residential occupancy of other Lots in the same Neighborhood.

(d) The occupation or activity shall not create environmental, safety or health hazards such as noise, light, odors, vibrations, electrical emissions, or other fire or safety hazards that are noticeably out of character with those produced by residential occupancy or that interfere with the quiet enjoyment of adjacent residences.

(e) Traffic to and from the Lot generated by the occupation or activity on the Lot shall not exceed that which is customary to Lots within the Neighborhood that are used solely for residential use.

(f) The Lot shall contain sufficient area to accommodate the activity or occupancy without interfering with residential occupancy of other Lots in the Neighborhood.

2.20 Lot. Any lot created within the Community by a subdivision plat or certified survey map, or, in the case of any condominium which creates units that are developable identifiable areas of land, any such unit.

2.21 MDP. The Master Development Plan for the Property. The Master Development Plan for the Property shall consist of all Planned Development District - General Development Plans and all Planned Development District - Specific Implementation Plans for the Community as the same may be amended from time to time.

2.22 Neighborhood. Each of the neighborhoods identified on the Neighborhood Plan. The Back Nine – City is a different neighborhood from the Back Nine – Town.

2.23 Neighborhood Civic Uses. Uses operated not for profit that are used as a central civic site, such as community centers, schools, governmental buildings, and places of worship.

2.24 Neighborhood Committee. The committee for each Neighborhood described in Section 6.03.

2.25 Neighborhood Common Areas. All portions of the Property designated as such by the Developer under Section 7.01.

2.26 Neighborhood Plan. The site plan attached hereto as Exhibit B.

2.27 Owner. The person or persons, including any entity, having the power to convey the fee simple title to (or, in the case of a land contract, the purchaser's interest in) a Lot.

2.28 The Prairie. The Neighborhood identified as such on the Neighborhood Plan.

2.29 Property. The property legally described on Exhibit A attached to, and made a part of, this Declaration.

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

2.31 The Reserve Hill. The Neighborhood identified as such on the Neighborhood Plan. This is the same area referred to in the MDP as "The Landing."

2.32 Rules. Any rules governing the Community or any Neighborhood promulgated by the Association.

2.33 SIP. Each Specific Implementation Plan adopted by the City for any portion of the Property.

2.34 Submittal Checklist. A checklist of those items required from time to time by the Committee in order for the Committee to undertake its review under Section 3.02. The Association shall make the Submittal Checklist available to all Owners and prospective Owners upon request.

2.35 Town. The Town of Westport, Wisconsin.

2.36 The Town Center. The Neighborhood identified as such on the Neighborhood Plan.

2.37 The Watermark. The Neighborhood identified as such on the Neighborhood Plan. This is the same area referred to in the MDP as "The Commons."

2.38 The Woods. The Neighborhood identified as such on the Neighborhood Plan.

ARTICLE III

DESIGN REVIEW COMMITTEE

3.01 Establishment, Duties, Membership.

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

(b) As long as Developer has any interest in the Property, the chairman of the Committee shall be Developer's manager, or, if Developer's manager is not an individual, the president of Developer's manager. The chairman of the Committee shall appoint the other two members, who shall serve at Developer's pleasure. When Developer and its subsidiaries no longer own any interest in the Property, the Committee shall consist of three members appointed by the directors of the Association, who shall serve at the pleasure of such directors.

3.02 Procedure. All improvements upon any Lot shall require the prior written approval of the Committee. An Owner desiring to make any such improvements shall apply for Committee approval in accordance with the procedures and other requirements set forth in the Design Code.

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

- (a) do not conform to any provisions of this Declaration; or
- (b) are not desirable for aesthetic reasons; or
- (c) do not conform to the Design Code; or
- (d) do not conform to the general purposes of this Declaration.

3.04 Fees. The Committee shall from time to time adopt a fee schedule designed to defray the Committee's out-of-pocket costs incurred in connection with the approval of any contractor or architect, review of any preliminary or final development plan or of any resubmission of any such plans and to compensate members of the Committee. Such fee may be adjusted at any time by the Committee.

3.05 Liability of Committee. The Committee and its 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 or any work, whether or not pursuant to approved plans and specifications;

- (c) The structural adequacy, capacity, or safety features of the proposed structure or improvement;
- (d) Soil erosion, incompatible or unstable soil conditions;
- (e) Compliance of any plans, specifications or improvements with any zoning codes, building codes, safety requirements, or any other Governmental Regulations;
- (f) The interpretation or application of the Design Code; or
- (g) The development of any property within the Development.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

4.01 Compliance with Design Code. All buildings or any parts thereof shall be built and located in conformity with the Design Code.

4.02 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, with 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.

4.03 Completion of Landscaping. The yard of each Lot shall be planted with grass seed or sod within one hundred twenty (120) days following completion of the primary structure, or if completion occurs between November and April when conditions do not permit seeding or sodding, within one hundred twenty (120) days from the date seasonal conditions would permit seeding or sodding.

4.04 Construction Requirements. The Owner of each Lot is responsible for complying with these requirements during any construction period:

- (a) The Lot shall be maintained in a clean, attractive and safe condition.
- (b) The Owner shall include in each general contract of construction the acknowledgement of the contractor that it has read the requirements set forth in this Section 4.04 and agrees to abide by them.

(c) If Dwellings on adjacent Lots are occupied:

1. Construction may occur only between the hours of 6:00 a.m. and 5:00 p.m. Monday through Friday, and between 8:00 a.m. and 3:00 p.m. on Saturday. Construction performed within a fully-enclosed structure in a manner such that the noise may not be heard from the outside, and construction required due to an emergency, may be performed outside of these hours.

2. All construction materials and equipment (including, without limitation, machinery, materials, and dumpsters) shall be kept upon the Lot at all times during construction. Neighboring Lots and the street may not be used as staging areas.

3. All construction materials and equipment shall be removed from the Lot within two (2) weeks of completion of construction.

(d) All building permits must be displayed on the Lot at all times during construction.

4.05 Occupancy. No structure shall be occupied unless it has been approved by the Committee under Section 3.02, constructed in accordance with the plans as approved by the Committee and the City or Town, and an occupancy permit has been issued.

4.06 Utilities. All utilities serving any building or site shall be underground and, to the extent practical, adjacent to driveways except that utilities may temporarily be located above ground on any portion of the Property that is under construction. No building or other improvement, or trees shall be erected, placed or planted within any utility easement. Further, all Owners shall install and maintain landscaping around all meters and all electrical transformers and telephone and cable television pedestals or junction boxes situated on such Owner's Lot in a manner to visibly screen, to the extent practicable, such transformers, pedestals and junction boxes from view from any street and the Golf Course Property. All exterior heating, ventilating and air conditioning compressor units and equipment shall be located, to the extent practicable, at the rear side of a Dwelling and, if the same are visible from the street or Golf Course Property, such compressor units and equipment shall be screened from public view by either walls or landscaping to be approved by the Committee. No window mounted heating or air conditioning units or window fans are permitted.

4.07 Signs. Signs shall be allowed only in accordance with the Design Code and applicable Governmental Regulations, or as allowed under Section 5.02(i), below except, however, that Developer shall always have the right to erect signs at the entrances to the Property and to erect appropriate signage for the sales of Lots.

4.08 Outdoor Equipment.

(a) Clothes line poles shall not be permitted on any Lot except as otherwise allowed by the Rules or by the Committee.

(b) All basketball hoops and backboards shall:

1. have rims and nets that are in good condition and that have an attractive appearance;
2. be placed in a manner that does not block sidewalks and pedestrian walkways; and
3. be subject to prior Committee approval.

(c) Temporary play structures and equipment (such as portable play houses, outdoor toys, bicycles, portable play structures, wading pools, and balls) shall be stored in a manner such that they are not visible from the street between November 30 and April 1 and they shall not be allowed within the Golf Course Easement Area.

4.09 Swimming Pools. Swimming pools, outdoor hot tubs, whirlpools, and lap pools may be constructed, installed and maintained unless hereinafter specifically prohibited, subject to the prior written approval of the plans for the same by the Committee in accordance with the Design Code.

4.10 Lot Combinations, Divisions and Boundary Adjustments. Lots may be combined or further divided, and boundary lines between Lots may be adjusted, only with the prior approval of the Committee and in compliance with any Governmental Regulation.

4.11 Fences. Fences shall be allowed only with the prior written approval of the Committee in accordance with the Design Code.

4.12 Variances from Design Code. The Committee is authorized in its sole discretion to grant variances from any provision of the Design Code where:

(a) Strict conformity to such provision would be unnecessarily burdensome;

(b) The hardship is peculiar to the Lot in question and not one that affects all Lots in the Neighborhood similarly; and

(c) The granting of the variance would assist in carrying out the intent and spirit of this Declaration.

ARTICLE V

USE RESTRICTIONS

5.01 Use Restrictions: All Neighborhoods. The use restrictions in this Section 5.01 shall apply to all Neighborhoods.

(a) Nuisance Prohibited. No noxious or offensive trade, hobby or activity shall be carried on which may be or will become a nuisance to neighboring Lots.

(b) Maintenance. The Owner of each Lot shall maintain all improvements and landscaping upon the Lot in an attractive condition, and shall make all repairs and replacements as necessary.

1. Maintenance of a structure shall include, without limitation, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, exterior walls, decks, walls and patios.

2. Maintenance of landscaping shall include, without limitation, all landscaping on the Lot, together with all walks and driveway located on a Lot, and all terraces located between the Lot line and the pavement of any public or private street. The maximum height of any lawn grass shall be six (6) inches. This height limitation shall not apply to prairie plantings approved by the Committee under Article III.

3. Each Owner shall cause all public sidewalks adjacent to the Owner's Lot to be cleared of snow and ice within twenty-four (24) hours of each snowfall.

(c) Noise. Loud machinery used for landscaping or maintenance shall not be operated before 8:00 a.m. or after dusk during any day of the week, except that use of snowblowers shall be permitted during the hours of 6:30 am through 9:00 pm. Otherwise, no loud or unreasonable noise will be permitted. The operation of any motorbike, go-cart, or other motorized device within the Community shall be a nuisance if the sound generated

therefrom results in repeated complaints from neighbors. The operation of snowmobiles upon the Property is prohibited.

(d) Garbage and Refuse Disposal.

1. No Lot shall be used or maintained as a dumping ground for rubbish, trash, cuttings, leaves, rocks, earth, garbage or waste.

2. For all Lots used for single-family purposes, trash containers must be kept inside except from 5:00 p.m. on the day before trash collection through the end of the day of trash collection, and for multi-family dwellings and commercial properties, trash containers that are kept outside must be screened in accordance with the Design Code, requirements of the Committee and Governmental Regulations.

3. Screened composting facilities may be maintained subject to the approval of the Committee.

4. Disposal of yard waste (such as leaves, trees, tree trimmings, branches, stumps, brush, weeds, grass, shrubbery and yard trimmings) shall be done in accordance with Governmental Regulations. To avoid their passage into the storm water drainage system, all grass clippings shall be bagged or mulched. Leaves to be picked up shall be kept separate from brush and shall be piled away from mailboxes, trees and utility poles, and shall not be placed on paved or concrete roads or driveways.

5.02 Use Restrictions: Residential Neighborhoods. The use restrictions in this Section 5.02 shall apply to the Back Nine, the Woods, the Reserve Hill, the Farm, the Prairie and the Watermark.

(a) Outdoor Storage and Parking.

1. No outdoor storage on any single-family Lot of vehicles, boats, trailers, golf carts, lawn mowers, mobile homes, recreational vehicles, campers, motorcycles or equipment is allowed, except as follows:

a. A boat may be stored on a Lot up to seven (7) consecutive days in the spring and seven (7) consecutive days in the fall.

b. As permitted by the Rules.

2. Outdoor storage on any multi-family Lot shall be limited as follows:

a. Motor vehicles may be parked in outdoor parking areas.

b. As permitted by the Rules.

3. All non-operable vehicles shall be stored within a garage.

4. No firewood or wood pile in excess of one-half cord shall be kept outside unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from streets and neighboring lots by plantings or a fence approved by the Committee.

5. Temporary storage of moving vehicles for the purpose of loading or unloading for a period of no more than forty-eight (48) hours. No cars or other equipment may be parked on any yard at any time.

6. All yard maintenance equipment shall be stored inside.

7. Temporary storage units shall be allowed to be placed within the driveway of a Lot for the purposes of loading and unloading for such duration as may be specified in the Rules. In addition:

a. The units shall be placed only in the driveway.

b. The units shall be no larger than allowed under the Rules (or, if the Rules do not specify a maximum size, 1,600 cubic feet).

c. If the Rules do not specify a maximum duration, the maximum duration shall be fourteen (14) days per calendar year.

d. Notwithstanding the Rules or c., above, the units may remain on the Lot for the duration of construction in the case of any construction following damage or destruction of any improvements upon the Lot, or in the case of any construction that has been approved by the Committee under Article III.

8. Except during construction, no vehicle may be parked on a Lot other than in a driveway, within the garage, or in case of a multi-family Lot that has outdoor parking lot, within the parking lot.

(b) Garage Sales. Each Lot shall be permitted to have garage sales at such frequency as is permitted under the Rules. If the Rules do not specify any frequency, then each Lot shall be permitted to have up to one garage sale per year.

(c) Outdoor Cooking; Fire Pits. Outdoor barbecue cooking and portable fire trays are allowed, provided:

1. Any permanent outdoor cooking facility (such as a fire pit) shall be subject to prior approval by the Committee.

2. It does not create a nuisance.

3. It complies with Governmental Regulations.

(d) Clothes Lines; Drying. No laundry or wash shall be dried or hung outside on any Lot except to the extent the Rules otherwise allow.

(e) Burning. Outdoor burning of yard waste (such as leaves, trees, tree trimmings, branches, stumps, brush, weeds, grass, shrubbery and yard trimmings) and other debris shall not be allowed except as follows:

1. Burning of wood in fire pits that have received Committee approval under Article III.

2. Outdoor cooking permitted under (c).

3. Prairie burning permitted under Section 5.06.

(f) Holiday Lighting. Outdoor holiday lighting shall be restricted to such periods prescribed in the Rules. If the Rules prescribe no specific periods, the period shall be between October 15 and February 1.

(g) All Exterior Lighting. Exterior lighting that does not conform to the requirements of the Design Code in effect at the time of original construction, or that creates, on neighboring property, excessive brightness in the normal field of vision, or that illuminates a neighboring property, or that otherwise creates a nuisance on a neighboring property, shall not be permitted.

(h) Flags. Flags displayed outdoors, and flags that are displayed indoors but that are visible from the outdoors, shall be subject to the following requirements:

1. For any Lot that is not a condominium unit, no more than three (3) flags may be displayed at any one time on the Lot. For any Lot that is a condominium unit, one flag that is visible from the outdoors may be displayed per unit.
2. All flags displayed must be in good condition and may not be ripped, torn or damaged.
3. The display of the United States flag shall at all times be in accordance with the United States Flag Code (United States Code, Title 4, Chapter 1).

(i) Political Signs. Temporary signs promoting a political candidate or a position on a ballot issue may be placed on a Lot during the period on the first day for circulation of nomination papers by candidates (in the case of an election for office) or on the first day on which the question to be voted upon is submitted to the electorate (in the case of an initiative, referendum or recall), and ending two days after the election. Such signs shall conform to the following requirements:

1. For any Lot that is not a condominium unit, no more than three (3) political signs may be displayed at any time on the Lot. For any Lot that is a condominium unit, the Owner of the unit may display one political sign that is visible from the outdoors.
2. The sign shall not exceed four square feet (4 s.f.) in area.
3. The top of the sign shall be no higher than five (5) feet above ground level.
4. The sign shall be professionally printed and shall not be accompanied by lighting, balloons or other materials other than the post to which it is affixed.
5. The sign shall not be placed within any right of way or within any street terrace.

6. A renter of a residential Lot shall have the right to post such a sign on that portion of the Lot to which the renter is entitled to exclusive use.

(j) Pets. The restrictions set forth in this subsection (j) shall not apply to livestock within the Farm. Pets shall be allowed subject to the following restrictions:

1. No commercial breeding operations shall be allowed.
2. No more than three pets per Lot (in the case of a single-family lot) or three pets per residential unit (in the case of a multi-family Lot) may be outdoors at any one time.
3. The only pets allowed outdoors shall be cats and dogs.
4. No outdoor kenneling shall be allowed.
5. Any pet that is allowed outside shall be vaccinated, licensed and shall wear a collar identifying its owner.
6. Pets shall be allowed outside only if on a leash, within an electronic "invisible fence" designed to keep the pet from leaving the Lot, or within a fenced-in area provided the fence has been approved by the Committee.
7. Any person who takes a pet outside of the Lot shall comply with the following requirements:
 - a. The pet shall be on a leash and under the control of the person at all times.
 - b. The person shall clean up any pet waste, bag it and dispose of it properly at such person's home. Disposal in public waste containers, commercial or construction dumpsters, or in parks is not permitted.
8. Any pet that attacks a person shall be subject to removal from the Community by order of the board of directors of the Association.
9. Any pet that becomes a nuisance (for example, because of excessive barking, objectionable odor, viciousness, or failure of its

owner to keep it confined to the Lot) shall be subject to removal from the Community by order of the board of directors of the Association.

(k) Seasonal Decorations. Seasonal decorations are permitted; however, other yard decorations and sculptures, including wildlife reproductions, are prohibited without approval of the Committee.

(l) Rental of Dwellings. Except in the case of multi-family rental housing that is permitted by the MDP, all Dwellings must be owner-occupied, except that, subject to the Rules, rental of a Dwelling shall be allowed for a term of not less than twelve (12) months and shall be to no more than one family. Occupancy of any Dwelling by tenants shall be subject to all requirements of this Declaration, including, without limitation, the any requirement that the Dwelling be used solely for single-family residential purposes. For purposes of this subsection (l), "family" shall mean an individual, or two or more persons related by blood, marriage, a committed relationship or legal adoption, living together as a single housekeeping unit in a dwelling unit, including foster children, without roomers. For the purpose of this section, "children" means natural children, grandchildren, legally adopted children, stepchildren, foster children, or a ward as determined in a legal guardianship proceeding. Up to two (2) personal attendants who provide services for family members who, because of a disability are disabled or handicapped under the Fair Housing Amendment Act or the Americans With Disabilities Act, need assistance with activities of daily living shall be considered part of the "family." Such services may include personal care, housekeeping, meal preparation, laundry or companionship.

5.03 Additional Use Restrictions: the Back Nine, the Woods, the Reserve Hill, and the Prairie.

(a) Single-Family Lots. Each Lot located in the Back Nine, the Woods, the Reserve Hill and the Prairie that the MDP restricts to single-family use by the MDP shall be used solely for single-family residential purposes, except that, subject to the MDP, and subject to all other restrictions set forth in this Declaration,

1. Developer or any home builder may use one or more Lots as a sales office and/or model home for purposes of marketing the Lots.
2. A Home Occupation may be allowed upon a Lot.

(b) Multi-family Lots. Each Lot located in the Back Nine and the Reserve Hill on which the MDP allows multi-family use may be used for all uses that are permitted under the MDP and that are permitted in the Watermark under Section 5.07.

5.04 Additional Use Restrictions: the Farm. Each Lot located in the Farm may be used either for single-family residential purposes, for livestock farming, or both, except that:

(a) Developer may use one or more Lots as a sales office and/or model home for purposes of marketing the Lots.

(b) Livestock farming shall be allowed, as either the primary or secondary use of a Lot up to a maximum of 100 points per acre, in accordance with the following chart. Fractions of an acre shall be counted in quarter acre increments.

| Type of Animal: | Min. Lot Size | Points per animal |
|---|---------------|-------------------|
| Sheep, Goats | 2 acres | 20 |
| Turkeys, Geese | 1 acre | 6 |
| Rabbits, Chickens*, Ducks, and other small fowl | 1 acre | 2 |
| Fish (aquaculture) | 1 acre | 0.5 |
| *Roosters are not permitted. | | |

(c) Subject to Association approval, Neighborhood Civic Uses shall be allowed upon one or more Lots within the Farm.

5.05 Use Restrictions: the Town Center. All uses permitted under the MDP and any applicable SIP shall be permitted in the Town Center.

5.06 Controlled Prairie Burns. On the Prairie, controlled burning of ground vegetation for the purpose of establishing, restoring, sustaining or nurturing native prairies shall be permitted subject to the following:

(a) Permits. The Owner must obtain all permits and other approvals under the Governmental Regulations.

(b) Committee Approval. The Owner shall have furnished to, and received approval from, the Committee of the following information:

1. A detailed site plan, specifying the exact area of the burn, all adjacent property boundaries, all structures and uses within fifty feet (50') of the boundaries of the burn area and the location of natural and planned fire breaks.

2. The name and qualifications of the burn leader. The burn leader must possess and provide proof of at least one of the following qualifications:

a. Certification as such pursuant to a Governmental Regulation.

b. Be an acting full time firefighter with a Wisconsin municipality with classroom training in open burning management.

c. Proof of certified training in prairie management that has included actual classroom and field training in controlled burning of ground vegetation.

5.07 Use Restrictions: The Watermark. Subject to Section 5.02 and subject to the following additional requirements, all permitted uses under the MDP for the Watermark shall be permitted in the Watermark, except that:

(a) Garage Sales. Garage sales shall not be allowed except as permitted by the Rules.

(b) Outdoor Cooking; Fire Pits. Outdoor barbecue cooking and portable fire trays are allowed only in outdoor areas away from any combustible materials. .

(c) Burning. Outdoor burning of yard waste (such as leaves, trees, tree trimmings, branches, stumps, brush, weeds, grass, shrubbery and yard trimmings) and other debris shall not be allowed.

(d) Pets. Pets shall be allowed subject to any restrictions or prohibitions imposed by the landlord (in the case of any apartment units) or by the condominium association (in the case of any condominiums), and subject to all other restrictions on pets set forth in Section 5.02.

5.08 Use Restrictions: Lots Adjacent to Golf Course.

(a) Use by Golf Course. Developer hereby declares, establishes and reserves for the benefit of the owners of any Golf Course Property and such owners' respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual non-exclusive easement to allow any golfer who may be playing on the golf course installed on the Golf Course Property, such person's caddy, or accompanying players, to enter onto the Golf Course Easement Area in order to locate and remove (but not play) any golf ball which may have been hit onto the Golf Course Easement Area, subject, however, to the following limitations: (a) access may only be by foot, and no golf carts shall be permitted on the Golf Course Easement Area, (b) there shall be no damage or destruction inflicted on any landscaping or improvement on the Golf Course Easement Area by the exercise of this easement, (c) no golfer or caddy may spend an unreasonable period of time searching for any lost ball, and (d) the owner of the Golf Course Property may impose other limitations on the exercise of the easement granted by this Section.

(b) Owner Consent to Certain Activities. By acceptance of a deed to a Lot and/or Dwelling, each Owner acknowledges that the Lot and/or Dwelling is adjacent to or in the vicinity of the Golf Course Property and each Owner consents and agrees to permit every act necessary and/or incidental to operating and maintaining the Golf Course Property as reasonably determined by the owner(s) of the Golf Course Property, including, but not limited to, the recovery of golf balls, the flight of golf balls over and upon the Lots and Common Areas, the creation of the usual and common noise level associated with playing the game of golf, the creation of the usual and common noise level associated with maintaining the golf course, the driving and operation of machinery and equipment used in connection with maintaining the golf course over and upon the streets, the Common Areas and the Golf Course Property, the application of fertilizer and pesticides as allowed by law, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the maintenance and operation of a golf course and the Golf Course Property. Said noise and activity may occur on or off the Golf Course Property throughout the day from early morning until late evening.

(c) Owner Restrictions within Golf Course Easement Area. Each Owner shall keep the Golf Course Easement Area free of any improvements of any nature, except such landscaping as is approved by the Committee in order to promote a suitable, safe and attractive open space atmosphere. For purposes of this provision, "improvements" shall mean any improvements

of any nature, including, without limitation, fences, walls, barriers, decks, terraces, patios, tennis courts, swimming pools, outdoor furniture, swing sets, outdoor recreational facilities and equipment or any other similar devices, equipment, tools or machinery, buildings or other structures.

(d) Use Restrictions Affecting the Golf Course Property.

Owners, as well as their family members, guests, agents and invitees, shall be obligated to refrain from any actions or activities within the Community which would distract the playing qualities on the Golf Course Property or which would create a nuisance. Such prohibited activities shall include, without limitation, burning materials where the smoke would cross the Golf Course Property, permitting dogs or other pets to interfere with golf course play due to their loud barking or odors, entrance onto the Golf Course Property, playing of loud radios, televisions, stereos or musical instruments, running or walking on the fairways, picking up golf balls or similar interference with play, and allowing trash, rubbish, weeds or undergrowth to remain or grow on any Lot which is unsightly, and the entry onto any water feature which is located all or partially on the Golf Course Property.

ARTICLE VI

THE ASSOCIATION

6.01 Members. Every Owner shall automatically be deemed to be a member of the Association. The Association shall be governed in accordance with the Association's articles of incorporation and bylaws. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Association shall have authority to manage any Common Areas which have been conveyed to the Association by Developer under Article VII and to exercise any rights granted to it as easement holder, and to exercise any other rights granted to it under this Declaration. Each Owner shall be entitled to votes in the Association as follows: (a) in the case of any Lot that is restricted by the MDP to one dwelling unit, one vote per Lot; (b) in the case of a Lot that contains more than one constructed dwelling unit, one vote per four (4) dwelling units; (c) in the case of all other Lots, one vote per Lot for any Lot less than one acre, and one vote per whole acre of any Lot that is one acre or greater. When more than one person holds an interest in any Lot, all such persons shall be Association members, but the manner of casting the vote appurtenant to such Lot shall be as specified in the bylaws.

6.02 Developer Control. So long as Developer or any of its subsidiaries have any interest in any portion of the Property, Developer shall have the sole right to appoint all directors and officers of the Association.

6.03 Neighborhood Committees. After expiration of the period of Developer control under Section 6.02, the Association shall have separate committees for each Neighborhood, each of which shall consist of three (3) members elected by the Owners of Lots within each such Neighborhood. Each Neighborhood Committee shall elect a Neighborhood president, who shall automatically be a member of the Association's board of directors.

(a) Governance. Selection of Neighborhood Committee members and the Neighborhood president, and governance of the Neighborhood Committees, shall be as set forth in the Association's Bylaws.

(b) Powers. Each Neighborhood Committee shall have the following powers:

1. To recommend to the Association, and to approve, pursuant to Section 6.04(b), the promulgation, amendment or repeal of any Rule that applies to that Neighborhood (or that Neighborhood along with other Neighborhoods), rather than to the Community as a whole.

2. To recommend to the Association specific items of maintenance, repair and replacement of, and improvements to, the Neighborhood Common Areas located within that Neighborhood.

6.04 Rules.

(a) The Association shall have the right, subject to its articles and bylaws, to promulgate, amend and repeal Rules.

(b) Any promulgation, amendment or repeal of a Rule that applies only to one or more specific Neighborhoods rather than to the Community as a whole shall also require the approval of those Neighborhoods' Neighborhood Committees.

(c) If any provision in this Declaration specifically states that the Rules may provide an exception to such provision, and the Rules provide an exception, then the exception provided in the Rules shall prevail over such provision. In all other cases where there is a conflict between this Declaration and the Rules, the terms of this Declaration shall prevail.

ARTICLE VII

COMMON AREAS

7.01 Designation by Developer. Developer shall from time to time designate, by an amendment to this Declaration, a notation on a subdivision or condominium plat, a notation on a certified survey map, or by separate recorded document, portions of the Property as either Community-Wide Common Areas or Neighborhood Common Areas.

(a) Community-Wide Common Areas. Community-Wide Common Areas shall be for the use and enjoyment of all Owners within the entire Community.

(b) Neighborhood Common Areas. Neighborhood Common Areas shall be for the use and enjoyment of all Owners within one or more, but less than all, of the Neighborhoods.

7.02 Ownership. At Developer's option, to be specified in the designation, the Association shall either own in fee simple, or hold an easement over, any Common Areas. If the Association shall own the Common Area, Developer shall convey the same to the Association by a separate deed.

7.03 Uses. The uses of any Common Areas shall be limited to those uses specified in Developer's designation and in any Rules.

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 costs and expenses (including actual attorneys' fees) of the Association in carrying out its stated purposes and functions, for installing, maintaining, repairing, replacing, landscaping, paying real estate taxes and special assessments against, and improving the Community-Wide Common Areas, and for creating reasonable replacement reserves. The amount of the charge to be levied against each Lot shall be equal to the Association's estimate of all such costs and expenses times a fraction, the numerator of which shall be the number of votes appurtenant to such Lot under Section 6.01 and the denominator of which shall be the total number of votes appurtenant to all Lots under Section 6.01. The board of directors of the Association may from time to time adjust the method of assessment

set forth in the previous sentence as they deem appropriate in order to distribute the charges in a manner that more accurately reflects the level of services and benefits available to, and anticipated to be used by, the Lots, and the costs and expenses to the Association of providing such services. Such charges shall be paid annually in advance to the Association on or before December 31.

8.02 Neighborhood Annual Charge. All Lots within a Neighborhood shall also be subject to annual charges, which may be determined and assessed annually by the Association, for the purpose of defraying the costs and expenses (including actual attorneys' fees) of the Association in installing, maintaining, repairing, replacing, landscaping, paying real estate taxes and special assessments against, and improving the Neighborhood Common Areas, and for creating reasonable replacement reserves. The amount of this charge to be levied against each Lot within the Neighborhood shall be equal to the Association's estimate of all such costs and expenses times a fraction, the numerator of which shall be the number of votes appurtenant to such Lot under Section 6.01 and the denominator of which shall be the total number of votes appurtenant to all Lots within the Neighborhood. The board of directors of the Association may from time to time adjust the method of assessment set forth in the previous sentence as they deem appropriate in order to distribute the charges in a manner that more accurately reflects the level of services and benefits available to, and anticipated to be used by, the Lots, and the costs and expenses to the Association of providing such services. Such charges shall be paid annually in advance to the Association on or before December 31.

8.03 Special Charges. All Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in Sections 8.01 and 8.02 for which the annual charges levied thereunder are inadequate or to remedy any violation of any Owner of the terms of this Declaration. Special charges may be assessed against Lots in the manner provided for in Section 8.01 or 8.02 or, if such expenses arise from an Owner's violation of the terms provided in this Declaration, or out of damage caused to any of the Common Areas, the Association may levy special charges in the amount of such expenses on the Lot of the Owner who commits the violation, together with other charges, costs and interest provided for in this Declaration.

8.04 Collection; Association Liens. 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 One Percent (1.0%) per month 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 enforcement 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. 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, in the same manner as an action to foreclose a real estate mortgage. The Association shall, upon the written request of an Owner or purchaser of any Lot, issue a Certificate of Status of Lien. All of the Association's costs of collecting any delinquent charges, including, without limitation, costs of staff time, reasonable attorneys' fees, title charges, court costs and other costs incurred shall be added to and become a part of such charge.

8.05 Limitations on Assessments Against Developer's Lots.

Notwithstanding the foregoing, any Lot owned by Developer shall be exempt from the general and special charges set forth in this Article VIII. If, however, any Lot owned by Developer is so exempt, the general charges payable by non-exempt Owners under Sections 8.01 and 8.02 shall not exceed the amount set forth in the budget per vote that they would be charged if all of the Lots in the plats within which the Lots are located were fully assessable. If this results in the total charges under Sections 8.01 and 8.02 being insufficient to cover the total expenses for that year for the Common Areas, then Developer shall pay any deficiency. Furthermore, in no event shall Developer be charged with any charges to fund replacement reserves.

8.06 Nature of Lien. Each Owner, by acceptance of a deed to a Lot, acknowledges and agrees that the methods of assessing and collecting general and special charges under this Article VIII are fair and reasonable, agrees to the same, and waives any and all rights under any provision of law (other than by amendment under Section 9.02) to limit such assessments, use a different method of apportionment, require that assessments be approval of a majority of the members of the Association, or require the assessments to levied and assessed pursuant to Section 770.70, Wis. Stats.

ARTICLE IX

MISCELLANEOUS

9.01 Term. 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, or through Developer for a period of fifty (50) years from the date this Declaration is

initially recorded. 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 is recorded that terminates this Declaration and that has been executed by the Owners of Lots to which at least Fifty-one Percent (51%) of the votes in the Association are appurtenant.

9.02 Amendment.

(a) During Period of Developer Control. So long as Developer has the sole right to appoint all directors and officers of the Association under Section 6.02, Developer may unilaterally amend this Declaration by a written recorded instrument.

(b) After Period of Developer Control. After Developer ceases to have the sole right to appoint all directors and officers of the Association under Section 6.02, this Declaration may be amended by the recording of a written instrument executed by or on behalf of the Owners owning Lots to which at least Sixty-Six Percent (66%) of the votes in the Association are appurtenant, and may be terminated by the recording of a written instrument executed by or on behalf of the Owners owning Lots to which at least Seventy-Five Percent (75%) of the votes in the Association are appurtenant. Furthermore, if any amendment would create, amend or repeal any provision in this Declaration that applies only to one or more specific Neighborhood rather than to the Community as a whole, such amendment shall also require the approval of those Neighborhoods' Neighborhood Committees.

(c) Changes to Architectural Requirements. Any amendment to a specific architectural requirement shall not require changes to a structure that was completed in accordance with the architectural requirements that existed at the time of completion.

(d) Special Rule for Section 5.08. Notwithstanding Sections 9.02(a) and 9.02(b), Section 5.08 may not be amended or terminated without the consent of the owners of the Golf Course Property.

9.03 Enforcement. Developer, the Association and any 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. Such rights include, without limitation, the right (i) to restrain or cure the violation; (ii) in the case of the Association, the right to exercise any remedies given to it under Article VIII; (iii) in the case of Developer or the Association, to correct the violation itself and recover its costs from the violator, and

in the case of the Association only, to levy a special charge for such cost under 8.03; and (iv) to recover damages. In each of the foregoing cases, the alleged violator shall have first been given thirty (30) days' notice of the violation and such violation shall not have been cured within such thirty (30)-day period. Nothing herein shall be deemed to limit the rights of any Governmental Authority to enforce any Governmental Regulation.

9.04 Severability. Invalidation of any one provision 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.

9.05 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot (other than through foreclosure of Association liens as described in Section 8.04).

9.06 Notices. Notices to Developer, the Committee and the Association shall be given in care of Developer at the following address: The Community of Bishops Bay LLC, Post Office Box 7700, Madison, WI 53707-7700. The address for notice may be changed by a notice recorded by Developer, the Committee or the Association, as applicable.

9.07 Zoning.

(a) Disclosure and Waiver. Each Owner acknowledges that the Community is being developed as a mixed-use development in accordance with the Neighborhood Plan, as the same may change from time to time. Accordingly, each Owner agrees that, by accepting a deed to its Lot, it shall not oppose any development of the Property in accordance with the MDP, and that Developer may from time to time seek changes to the MDP, to any SIP and to the Neighborhood Plan, as circumstances and market conditions dictate.

(b) Limitation on Rezoning. No Owner may seek any change in the zoning status or use of any Lot without the prior written approval of the Committee.

9.08 Disclosure Regarding Construction. Developer discloses that until the Community is fully developed, there will be construction activity in connection with the construction of improvements upon Lots and in connection with the development of each Neighborhood. This construction may lead to noise, construction traffic, dust and other conditions incident to construction.

9.09 Consents to be in Writing. Wherever this Declaration requires that Developer, the Association or the Committee grant its consent to any matter, such consent shall be in writing and shall be signed by an authorized representative of the party granting such consent.

9.10 Conflicting Standards. To the extent that any provision set forth in this Declaration differs from any applicable zoning regulation or ordinance, the stricter standard shall control.

9.11 Parade of Homes. While Developer retains ownership of any Lots, Developer reserves the right to submit some or all of said Lots as a site for the Parade of Homes of a local builders' association (the "Builders Association"). If some or all of said Lots are selected as a site for the Parade of Homes by the Builders Association, this Declaration shall, as to the Lots enrolled in the Parade of Homes, for the limited period of time commencing forty-eight (48) hours prior to the commencement of the Parade of Homes and ending forty-eight (48) hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Builders Association to hold its Parade of Homes in The Community of Bishops Bay pursuant to the then current rules of the Parade of Homes. All purchasers of Lots and their successors and assigns shall take title subject to this specific reservation by Developer and shall waive all rights to object to violations of this Declaration by Developer, the Builders Association, or any of the builders or participants in the Parade of Homes during the period of the Parade(s) as set forth above, and the closing of any public or private streets in the Parade of Homes area. All Owners appoint Developer as their attorney in fact to execute all necessary petitions, applications and consents to facilitate said street closings for the Parade of Homes.

9.12 School District. At present, the Property is located within the Waunakee School District. Although the Community is currently located in the Waunakee School District, it is possible that the Community or portions thereof may, due to circumstances beyond Developer's control, become part of another school district. Furthermore, the Owners of a number of Lots within the Community may, in the future, elect to petition to join another school district. To ensure that the Owners of a minority of Lots do not frustrate the wishes of the Owners of a majority of the Lots, each Owner agrees that he or she shall not: (a) file a petition to annex the Community to any other school district other than the Waunakee School District unless such petition has been signed by a majority of the Lots in the Community; or (b) oppose at any public hearing, or in any official proceeding, any petition to annex the Community to any district other than the Waunakee School District if such petition has been signed by the Owners of a majority of Lots in the Community.

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Executed at Middleton, Wisconsin, the day and year first above written.

THE COMMUNITY OF BISHOPS BAY LLC,
a Wisconsin limited liability company

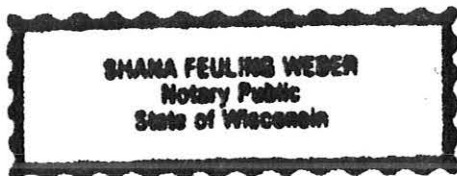
By: The Community of BB Manager LLC,
its Manager


By: T. Wall Properties L.L.C., its Manager

By: 
Randall J. Guenther, President & CFO

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 12th day of December, 2012, the
above-named Randall J. Guenther and to me known to be the President and CFO of
T. Wall Properties L.L.C. the Manager of The Community of BB Manager LLC the
manager of The Community of Bishops Bay LLC, who executed the foregoing
instrument, and acknowledged the same on behalf of said company.




Name: Shana Feuling Weber
Notary Public, State of Wisconsin
My Commission: permanent

This document was drafted by:

Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Ste. 600
P.O. Box 2018
Madison, WI 53701-2018
(608) 229-2200

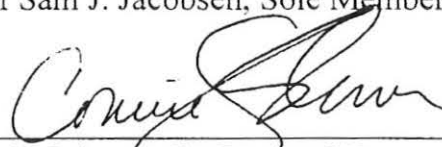
CONSENT OF LAND CONTRACT VENDOR

The undersigned, being the Land Contract Vendor against portions of the Property, consents to the Declaration of Covenants For The Community of Bishops Bay set forth above and agrees that its interest in the Property shall be subject to this Declaration.

LAND CONTRACT VENDOR:
SUMNER PROPERTIES, LLC

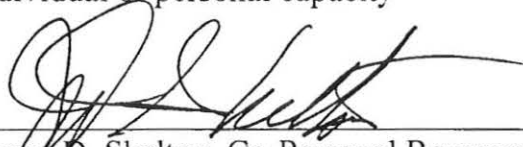
By: Estate of Sam J. Jacobsen, Sole Member

By:



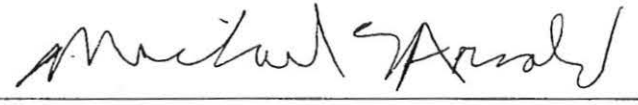
Connie Salmon, Co-Personal Representative,
in her fiduciary capacity and not in her
individual or personal capacity

By:



James D. Shelton, Co-Personal Representative,
in his fiduciary capacity and not in his
individual or personal capacity

By:

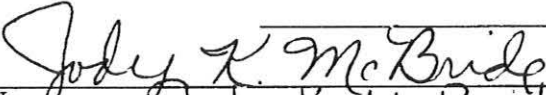


Michael S. Arnold, Co-Personal Representative,
in his fiduciary capacity and not in his
individual or personal capacity

ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

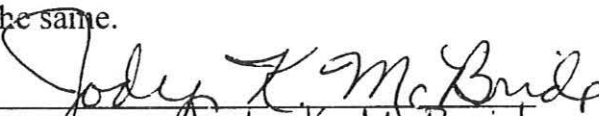
Personally came before me this 11th day of December, 2012, the above-named Connie Salmon, to me known to be a Co-Personal Representative of the Estate of Sam J. Jacobsen, sole member of Sumner Properties, LLC and the person who executed the foregoing instrument in the name and on behalf of the Vendor identified above, and acknowledged the same.


Name: Jody K. McBride
Notary Public, State of Wisconsin
My Commission: 10-19-14

ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

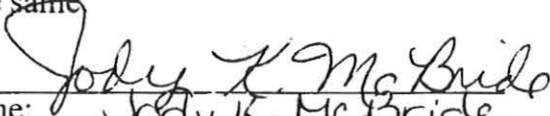
Personally came before me this 11th day of December, 2012, the above-named Michael S. Arnold, to me known to be a Co-Personal Representative of the Estate of Sam J. Jacobsen, sole member of Sumner Properties, LLC, and the person who executed the foregoing instrument in the name and on behalf of the Vendor identified above, and acknowledged the same.


Name: Jody K. McBride
Notary Public, State of Wisconsin
My Commission: 10-19-14

ACKNOWLEDGMENT

STATE OF Wisconsin)
COUNTY OF Dane) ss.

Personally came before me this 11th day of December, 2012, the above-named James D. Shelton, to me known to be a Co-Personal Representative of the Estate of Sam J. Jacobsen, sole member of Sumner Properties, LLC and the person who executed the foregoing instrument in the name and on behalf of the Vendor identified above, and acknowledged the same


Name: Jody K. McBride
Notary Public, State of Wisconsin
My Commission: 10-19-14


CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against Lots 1 through 44 inclusive, of The Community of Bishops Bay, The Back Nine – Phase I Plat, consents to the Declaration of Covenants For The Community of Bishops Bay set forth above and agrees that its interest in Lots 1 through 44 inclusive shall be subject to this Declaration.

Dated: DECEMBER 12, 2012.

MORTGAGEE:

STARION FINANCIAL

By: 
Name (printed): ANDRIS A. ARIUS
Title: SVP

ACKNOWLEDGMENT

[illegible]

This instrument was acknowledged before me on Dec 12, 2012 by Andris A. Ariens, the SVP of Starion Financial.



Name: Jessica L Kasha
Notary Public, State of Wisconsin
My Commission: 04/20/2014

EXHIBIT A

Description of Property

All of the plat of The Community of Bishops Bay, The Back Nine - Phase 1 (hereinafter referred to as Back Nine), recorded in Volume 60-008 B of Plats, pp. 42 - 45 as Document No. 4919033, part of Lot 2, Dane County Certified Survey Map No. 2833 recorded in Volume 11 of Certified Surveys, pp. 173-175 as Document No. 1573531; Lot 1, Dane County Certified Survey Map No. 5537 recorded in Volume 25 of Certified Surveys, pp. 173-175 as Document No. 2080430; Lot 3, Dane County Certified Survey Map No. 12902 recorded in Volume 82 of Certified Surveys, pp. 62 - 66 as Document No. 4655586; Lot 1, Dane County Certified Survey Map No. 13066 recorded in Volume 83 of Certified Surveys, pp. 295-298 as Document No. 4751746 and other lands, all being located in part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and also part of the SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 29, part of the SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, part of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and also part of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, part of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and also part of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and also the NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, all in Township 8 North, Range 9 East, in the City of Middleton and in the Town of Westport, Dane County, Wisconsin, the exterior limits of all lands being more fully described as follows:

Beginning at the Southeast corner of said Section 31, thence N 89°54'06" W, 917.21 (recorded as N89°53'57" W) feet along the south line of the said SE $\frac{1}{4}$ of Section 31; thence N 00°35'47" W, 900.68 feet (recorded as 900.64 feet) to the Northwest corner of Lot 3, Dane County Certified Survey Map No. 10316 and the point of beginning; thence N 00°35'47" W, 124.96 (recorded as N 00°59'19" W, 125 feet) feet along the exterior of lands described in Document No. 3859418 hereinafter referred to as "BBCC Lands"; thence S 77°35'21" E, 274.03 feet (recorded as S 77°59'37" E, 274.06 feet) along said "BBCC Lands"; thence N 89°14'21" E, 287.71 feet (recorded as S 88°50'05" W) along said "BBCC Lands"; thence N 16°26'48" E, 663.58 feet (recorded as N 16°02'32" E) along said "BBCC Lands"; thence N 10°29'22" W, 212.33 feet (recorded as N 10°53'38" W) along said "BBCC Lands"; thence N 19°17'01" E, 149.03 feet (recorded as N 18°52'45" E) along said "BBCC Lands"; thence N 53°56'13" E, 114.49 feet (recorded as N 53°31'57" E); thence N 89°29'32" E, 880.50 feet (recorded as S 89°05'16" W) along said "BBCC Lands"; thence S 26°42'14" E, 250.39 feet (recorded as N 27°06'30" W) along said "BBCC Lands"; thence S 84°15'52" E, 313.58 feet (recorded as N 84°40'08" W) along said "BBCC Lands"; thence N 74°14'27" E, 313.08 feet (recorded as S 73°50'11" W) along said "BBCC

Lands"; thence N 49°06'38" E, 845.62 feet (recorded as S 48°42'22" W) along said "BBCC Lands"; thence N 08°53'13" E, 776.41 feet (recorded as S 08°28'57" W) along said "BBCC Lands"; thence N 59°58'36" W, 303.59 feet (recorded as N 60°22'52" W) along said "BBCC Lands"; thence S 50°00'24" W, 157.66 feet (recorded as N 49°36'08" E) along said "BBCC Lands"; thence S 07°51'09" W, 702.00 feet (recorded as N 07°26'53" E) along said "BBCC Lands"; thence S 54°50'48" W, 269.55 feet (recorded as N 54°26'32" E) along said "BBCC Lands"; thence S 88°06'30" W, 269.45 feet (recorded as N 87°42'14" E) along said "BBCC Lands"; thence N 01°07'16" W, 1006.91 feet (recorded as S 01°31'32" E) along said "BBCC Lands"; thence N 76°06'29" E, 580.00 feet (recorded as S 75°42'13" W) along said "BBCC Lands"; thence S 79°34'29" E, 260.00 feet (recorded as N 79°58'45" W) along said "BBCC Lands"; thence S 22°40'59" W, 100.74 feet (recorded as N 22°16'43" E) along said "BBCC Lands"; thence S 59°58'34" E, 199.47 feet (recorded as S 60°22'52" E) along said "BBCC Lands"; thence N 64°41'07" E, 300.91 feet (recorded as S 64°16'49" W) along said "BBCC Lands"; thence N 56°26'37" E, 100.08 feet (recorded as S 56°02'21" W) along said "BBCC Lands"; thence N 39°16'28" E, 139.20 feet (recorded as S 38°52'12" W) along said "BBCC Lands"; thence N 53°50'35" W, 245.92 feet (recorded as S 54°14'51" E) along said "BBCC Lands"; thence N 64°12'22" W, 626.75 feet (recorded as S 64°36'39" E) along said "BBCC Lands"; thence S 64°29'35" W, 483.59 feet (recorded as N 64°05'19" E) along said "BBCC Lands"; thence N 46°31'08" W, 236.24 feet (recorded as S 46°55'24" E) along said "BBCC Lands"; thence N 35°11'59" W, 594.00 feet (recorded as S 35°36'15" E) along said "BBCC Lands"; thence S 44°31'43" W, 486.55 feet (recorded as N 44°07'27" E) along said "BBCC Lands"; thence S 44°38'37" E, 47.00 feet (recorded as N 45°02'53" W) along said "BBCC Lands"; thence S 45°32'36" W, 50.15 feet (recorded as N 45°08'20" E) along said "BBCC Lands"; thence S 27°09'40" W, 78.89 feet (recorded as N 26°45'24" E) along said "BBCC Lands"; thence S 02°46'56" E, 563.98 feet (recorded as N 03°11'12" W) along said "BBCC Lands"; thence S 23°26'36" E, 201.56 feet (recorded as N 23°50'52" W) along said "BBCC Lands"; thence S 04°34'56" E, 118.41 feet (recorded as N 04°59'15" W) along said "BBCC Lands"; thence S 27°39'47" E, 198.62 feet (recorded as N 28°04'03" W) along said "BBCC Lands"; thence S 85°18'23" W, 612.24 feet (recorded as N 84°54'07" E) along said "BBCC Lands"; thence S 71°41'22" W, 58.31 feet (recorded as S 71°17'06" W) along said "BBCC Lands"; thence S 58°04'21" W, 606.77 feet (recorded as N 57°40'05" E) along said "BBCC Lands"; thence S 79°00'24" W, 247.77 feet (recorded as N 78°36'08" E) along said "BBCC Lands"; thence S 73°28'21" W, 382.80 feet (recorded as S 73°04'05" W, 382.71 feet) along said "BBCC Lands"; thence S 71°45'04" W, 93.17 feet (recorded as N 71°20'48" E) along said "BBCC Lands"; thence S 26°55'01" E, 66.59 feet along the exterior boundary of said Back

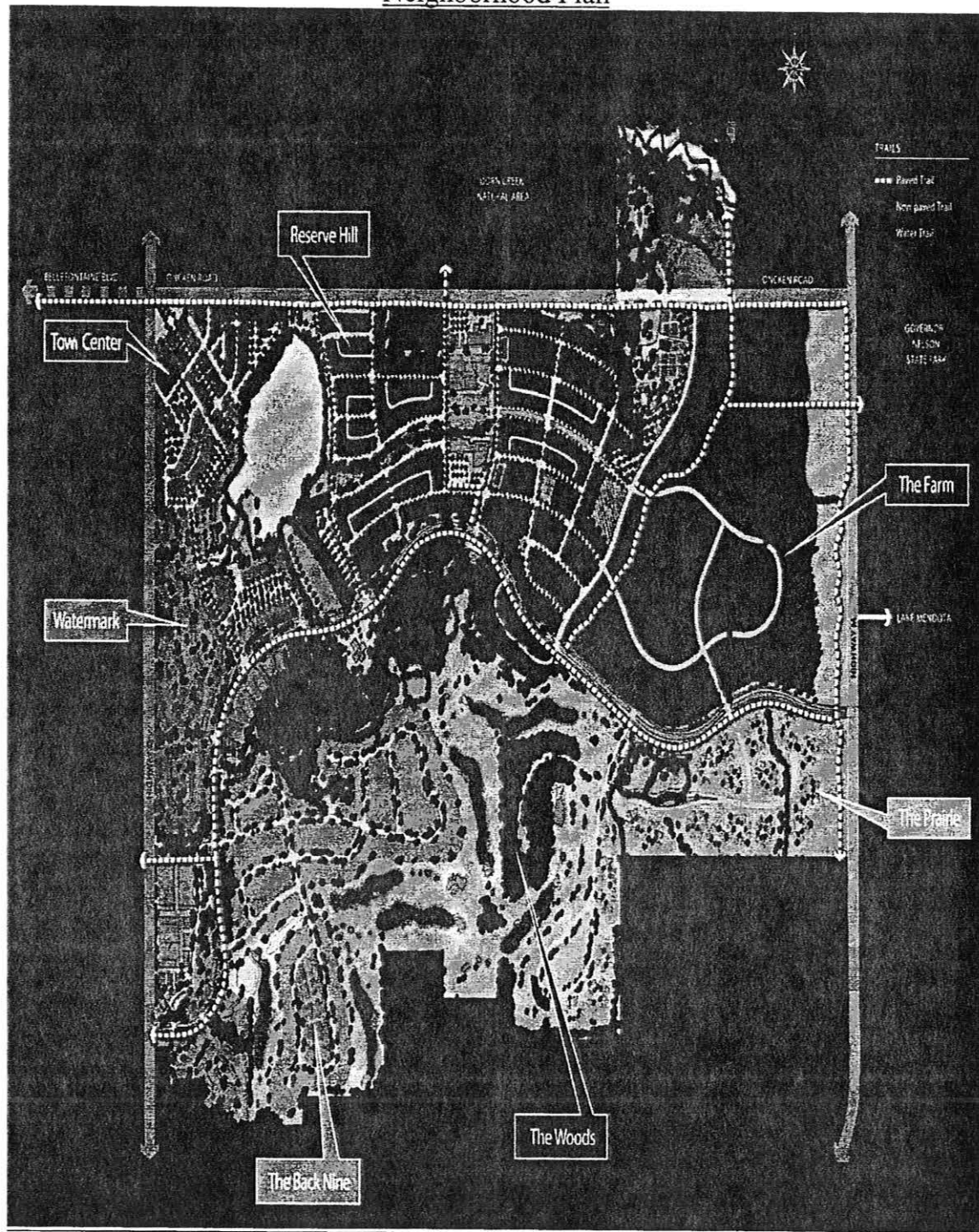
Nine; thence S 68°08'48" W, 39.75 feet along said exterior boundary of Back Nine; thence S 58°22'08" W, 160.55 feet along said exterior boundary of Back Nine; thence S 63°04'59" W, 344.89 feet along said exterior boundary of Back Nine; thence S 00°23'42" E, 681.13 feet (recorded as N 00°47'29" W) along said "BBCC Lands" and exterior boundary of said Back Nine; thence S 89°54'30" E, 13.39 feet along the exterior boundary of said Back Nine; thence S 00°25'46" E, 629.65 feet along the exterior boundary of said Back Nine; thence N 89°53'57" W, 583.11 feet along the exterior boundary of said Back Nine; thence N 00°24'01" W, 277.53 feet along the exterior boundary of said Back Nine; thence S 89°39'51" W, 328.90 feet along exterior boundary of said Back Nine; thence N 00°22'53" W, 288.48 feet along the exterior boundary of said Back Nine; thence N 89°54'30" W, 167.57 feet along exterior boundary of said Back Nine; thence N 00°27'19" W, 179.85 feet along the easterly right-of-way line of County Trunk Highway "Q" also being the exterior boundary of said Back Nine; thence N 89°34'57" E, 270.01 feet along the exterior boundary of said Back Nine; thence N 32°51'37" E, 435.18 feet along the exterior boundary of said Back Nine; thence N 09°40'55" E, 571.29 feet along the exterior boundary of said Back Nine; thence N 02°47'04" W, 200.73 feet along the exterior boundary of said Back Nine; thence N 28°59'02" W, 86.36 feet along the exterior boundary of said Back Nine; thence N 89°55'00" W, 556.00 feet along the North line of the said NW ¼ of the SE ¼ of Section 31 and the exterior boundary of said Back Nine ; thence N 00°16'00" E, 10.65 feet along the said East right-of-way of County Trunk Highway "Q" and the exterior boundary of said Back Nine; thence S 89°57'36" E, 591.85 feet along the South line of Lot 1, Dane County Certified Survey Map Number 2833 and the exterior boundary of said Back Nine; thence N 00°21'32" W, 776.84 feet (recorded as S 01°33'15" W, 776.83 feet) along the East line of said Lot 1; thence S 80°12'45" W, 612.77 feet (recorded as S 82°12'32" W, 610.58 feet) along the Northerly line of said Lot 1; thence N 00°16'00" E, 653.04 feet along the said east right-of-way of County Trunk Highway "Q"; thence S 89°35'42" E, 10.00 feet along said East right-of-way and North line of the SW ¼ of the NE ¼ of said Section 31; thence N 00°16'00" E, 220.43 feet along said east right-of-way of County Trunk Highway "Q"; thence N 89°39'19" E, 166.24 feet along the south line of lands described in Document No. 4372173; thence N 00°20'41" W, 171.59 feet along the east line of said lands described in Document No. 4372173; thence S 89°39'19" W, 174.41 feet along the north line of said lands described in Document No. 4372173; thence N 00°16'00" E, 36.60 feet along said east right-of-way of County Trunk Highway "Q"; thence S 89°44'00" E, 10.00 feet along said east right-of-way of County Trunk Highway "Q"; thence N 00°16'00" E, 700.35 feet along said east right-of-way of County Trunk Highway "Q"; thence N 89°44'00" W, 5.00 feet along said east right-of-way of County Trunk Highway "Q"; thence N 00°16'00" E, 208.16 feet along said east right-of-way of County Trunk Highway "Q"; thence N 00°07'45" W,

1322.70 feet along said east right-of-way of County Trunk Highway "Q"; thence S 89°32'59" E, 2571.11 feet along the north lines of the said SW ¼ and the SE ¼ of the SE ¼ of said Section 30 to the Northeast corner of the said SE ¼ of the SE ¼; thence S 89°53'45" E, 66.00 feet along the north line of the said SW ¼ of the SW ¼ of said Section 29; thence S 00°12'27" E, 452.03 feet (recorded as 452.05 feet) along the northerly extension and easterly side of said Lot 3, Dane County Certified Survey Map No. 12902; thence S 89°50'52" E, 289.25 feet (recorded as S 89°50'55" E, 289.27 feet) along a northerly side of said Lot 3; thence S 00°12'27" E, 60.83 feet along a northerly side of said Lot 3; thence S 89°50'52" E, 160.00 (recorded as S 89°50'55" E) feet along a northerly side of said Lot 3; thence N 00°12'27" W, 136.13 feet along a northerly side of said Lot 3; thence S 89°50'52" E, 145.13 feet (recorded as S 89°50'55" E, 145.14 feet) along a northerly side of said Lot 3; thence N 00°15'06" W, 377.23 feet along the west line of said Certified Survey Map No. 13066 to the northwest corner thereof; thence S 89°53'45" E, 1974.47 feet (recorded as S 89°53'19" E, 1980.26 feet) along the North line of the South 1/2 of the said SW ¼ of Section 29 to the Northeast corner of the said SE ¼ of the SW ¼ of Section 29; thence S 89°53'42" E, 1323.07 feet (recorded as S 89°54'08" E) along the North line of the said SW ¼ of the SE ¼ of Section 29 to the Northeast corner thereof; thence S 00°35'59" E, 1325.14 feet (recorded as S 00°28'28" E, 1324.94 feet) along the East line of the said SW ¼ of the SE ¼ of Section 29 to the Southeast corner thereof; thence N 89°56'30" E, 1242.58 feet along the North line of the said NE ¼ of the NE ¼ of Section 32; thence S 00°07'17" W, 1065.63 feet along the Westerly right-of-way of County Trunk Highway "M"; thence N 89°52'43" W, 20.00 feet along the Westerly right-of-way of County Trunk Highway "M"; thence S 00°07'17" W, 336.34 feet along the Westerly right-of-way of County Trunk Highway "M"; thence S 00°07'01" E, 263.95 feet along the Westerly right-of-way of County Trunk Highway "M"; thence N 89°52'59" E, 20.00 feet along the Westerly right-of-way of County Trunk Highway "M"; thence S 00°07'01" E, 145.06 feet along the Westerly right-of-way of County Trunk Highway "M"; thence continuing S 00°07'01" E, 838.93 feet along the Westerly right of way of County Trunk Highway "M"; thence N 89°58'53" W, 2566.95 feet along the south line of the said NE ¼ of Section 32 to the southwest corner of the said SW ¼ of the NE ¼ of said Section 32; thence S 00°03'21" W, 1320.00 feet along the East line of the said NE ¼ of the SW ¼ of Section 32 to the Southeast corner thereof; thence S 89°53'33" W, 1315.14 feet along the South line of the said NE ¼ of the SW ¼ of Section 32 to the Southwest corner thereof; thence N 00°11'00" W, 297.48 feet along the East line of the said NW ¼ of the SW ¼ of Section 32; thence S 89°10'48" W, 652.23 feet along the North line of Dane County Certified Survey Map Number 9203; thence N 00°16'32" W, 354.03 feet along the East line of Dane County Certified Survey Map Number 7695; thence S 89°08'03" W, 665.06 feet along the North line of said

Dane County Certified Survey Map Number 7695; thence S 00°25'17" E, 1050.06 feet along the East line of the said SE ¼ of Section 31; thence S 89°08'00" W, 378.02 feet along the North line of Emslie Plat and Dane County Certified Survey Map Number 10316; thence S 89°44'34" W, 541.92 feet along the North line of said Dane County Certified Survey Map Number 10316 to the point of beginning.

EXHIBIT B

Neighborhood Plan



BE ADVISED THAT THE
ILLUSTRATION ON THIS PAGE
CAN NOT BE REPRODUCED
CLEARLY WHEN SCANNED

EXHIBIT C

Parcel No.

| | |
|-----------------|-----------------|
| 0809-314-2001-2 | 0809-314-0583-2 |
| 0809-314-2012-2 | 0809-314-0594-2 |
| 0809-314-2023-2 | 0809-314-2265-2 |
| 0809-314-2034-2 | 0809-314-2276-2 |
| 0809-314-2045-2 | 0809-314-2287-2 |
| 0809-314-2056-2 | 0809-314-2298-2 |
| 0809-314-2067-2 | 0809-314-2309-2 |
| 0809-314-2078-2 | 0809-314-4200-2 |
| 0809-314-2089-2 | 0809-314-4211-2 |
| 0809-314-2100-2 | 0809-314-2322-2 |
| 0809-314-2111-2 | 0809-314-2333-2 |
| 0809-314-2122-2 | 0809-314-2344-2 |
| 0809-314-2133-2 | 0809-314-2375-2 |
| 0809-314-2144-2 | 0809-314-2400-2 |
| 0809-314-2155-2 | 0809-314-2425-2 |
| 0809-314-2166-2 | 0809-314-2450-2 |
| 0809-314-2177-2 | 0809-321-8553-2 |
| 0809-314-2188-2 | 0809-311-9190-3 |
| 0809-314-2199-2 | 0809-311-9012-2 |
| 0809-314-2210-2 | 0809-311-9502-2 |
| 0809-314-2221-2 | 0809-322-9073-2 |
| 0809-311-7022-2 | 0809-311-8502-2 |
| 0809-311-7033-2 | 0809-311-8001-2 |
| 0809-314-0504-2 | 0809-322-8572-2 |
| 0809-314-0515-2 | 0809-293-9130-0 |
| 0809-314-0526-2 | 0809-293-9320-2 |
| 0809-314-0537-2 | 0809-321-9300-0 |
| 0809-314-2238-2 | 0809-304-9001-2 |
| 0809-314-2249-2 | 0809-304-9501-2 |
| 0809-314-0550-2 | 0809-321-8002-0 |
| 0809-314-0561-2 | |
| 0809-314-0572-2 | |

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS FOR
THE COMMUNITY OF BISHOPS BAY**

(Partial Release of Property)

DOCUMENT #

5152619

05/19/2015 2:45 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 5

Return to:

Melanie S. Lee

Reinhart Boerner Van Deuren s.c.

P.O. Box 2018

Madison, WI 53701-2018

255/0809-314-8590-2

255/0809-314-2450-2

255/0809-314-2400-2

Parcel Numbers

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE COMMUNITY OF BISHOPS BAY (this "Amendment") is executed as of the 18th day of MAY, 2015, by those parties signing below.

RECITALS:

A. The Community of Bishops Bay LLC (the "Developer") executed that certain Declaration of Protective Covenants for the Community of Bishops Bay (the "Declaration") on December 12, 2012 and recorded the same with the Dane County Register of Deeds as Document No. 4942536 on December 14, 2012 (the "Declaration"). The Declaration affects all of the real property described in Exhibit A thereto (the "Original Property").

B. A portion of the Original Property legally described on Exhibit A attached hereto (the "Park Parcel") shall be conveyed by an affiliate of the Developer to the City of Middleton for a park.

C. The City of Middleton has required that the Park Parcel be removed from the Declaration.

D. Section 9.02(a) of the Declaration states that, during the period when the Developer has the sole right to appoint all of the directors and officers of the Community

of Bishops Bay Home Owners Association, Inc. (the "Association"), the Declaration may be amended unilaterally by the Developer pursuant to a written recorded instrument.

E. The Association is constituted by directors and officers appointed by the Developer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend the Declaration as follows:

1 The above Recitals are hereby incorporated and made a part of this Amendment.

2 Modifying Recital A of the Declaration, the "Property" is hereby amended to mean only, the lands described as the Original Property excluding the lands described in Exhibit A as the Park Parcel. The Park Parcel is hereby released from the terms and conditions of the Declaration.

[Signature Page Follows]

DEVELOPER SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned
as of the date first above written.

DEVELOPER:


THE COMMUNITY OF BISHOPS
BAY LLC

By: 
Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 18th day of May, 2015, the above-
named Terrence R. Wall, and to me known to be the President of The Community of
Bishops Bay LLC, who executed the foregoing instrument, and acknowledged the
same on behalf of said company.

FREDERICK TAYLOR BRENGEL
Notary Public
State of Wisconsin


Name (printed): F. Taylor Brengel
Notary Public, State of Wisconsin
My Commission: Permanent

ASSOCIATION SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned
as of the date first above written.

ASSOCIATION:

THE COMMUNITY OF BISHOPS
BAY HOME OWNERS
ASSOCIATION, INC.

By:


Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 18th day of May, 2015, the above-
named Terrence R. Wall, and to me known to be the President of The Community of
Bishops Bay Home Owners Association, Inc., who executed the foregoing
instrument, and acknowledged the same on behalf of said company.

FREDERICK TAYLOR BRENGEL
Notary Public
State of Wisconsin

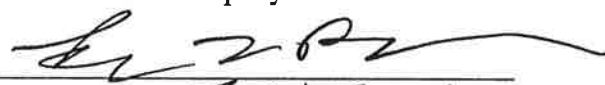

Name (printed): F. Taylor Brengel
Notary Public, State of Wisconsin
My Commission: Permanent

EXHIBIT A

Legal Description of Park Parcel (Removed from the Declaration)

Part of Lot 1, Certified Survey Map Number 13142, recorded in Volume 84 of Certified Surveys, Pages 198-201, as Document Number 4780454 and part of Outlot 2 and Outlot 4, The Community of Bishops Bay, The Back Nine - Phase 1, recorded in Volume 60-008B of Plats, Pages 42-45 as Document No. 4919033, being located in part of the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 31, T 8 N, R 9 E, in the City of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the South Quarter corner of said Section 31; thence N 00°22'14" W, 1442.72 feet along the west line of said SE 1/4; thence N 89°34'57" E, 77.86 feet to the intersection with the easterly right-of-way of County Trunk Highway "Q" and the southwest corner of Lot 1, Certified Survey Map Number 13142; thence N 00°27'19" W, 873.93 feet along the west line of said Lot 1; thence N 00°16'00" E, 333.62 feet along the west line of said Lot 1 to the northwest corner thereof and the Point of Beginning; thence N 00°16'00" E, 10.65 along the west line of said Outlot 4 to the northwest corner thereof; thence S 89°57'36" E, 477.38 feet along the north line of said Outlot 4; thence S 00°25'06" E, 687.88 feet; thence S 18°23'01" W, 450.28 feet to the intersection with the southeasterly line of said Lot 1; thence S 32°51'37" W, 126.92 feet along said southeasterly line to the intersection with the south line of said Outlot 2; thence N 90°00'00" W, 59.83 feet along said south line; thence N 45°26'11" W, 290.40 feet; thence N 00°25'06" W, 674.10 feet; thence N 00°00'42" E, 333.60 feet to the Point of Beginning.

This parcel contains 514,983 square feet or 11.8224 acres, more or less.



**SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS FOR
THE COMMUNITY OF BISHOPS BAY**

(Spreader over Additional Property)

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5174380**

08/05/2015 1:54 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 5

Drafted By & Return to:
Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

See Exhibit A

Parcel Numbers

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE COMMUNITY OF BISHOPS BAY (this "Amendment") is executed as of the 5th day of August, 2015, by those parties signing below.

R E C I T A L S :

A. The Community of Bishops Bay LLC (the "Developer") executed that certain Declaration of Protective Covenants for the Community of Bishops Bay (the "Declaration") on December 12, 2012 and recorded the same with the Dane County Register of Deeds as Document No. 4942536 on December 14, 2012 (as such document has been or may be amended from time to time, the "Declaration"). The Declaration affects all of the real property described in Exhibit A thereto less certain lands released from the Declaration pursuant to that certain First Amendment to Declaration of Protective Covenants for The Community of Bishops Bay dated May 8, 2015 and recorded with the Dane County Register of Deeds as Document No. 5152619 on May 19, 2015 (collectively, the lands remaining subject to the Declaration shall be referred to as the "Declared Property").

B. The Developer desires to cause the Declaration to be spread over additional property described on Exhibit A attached hereto, which property together with the Declared Property shall be referred to herein as the "Property."

C. Section 9.02(a) of the Declaration states that, during the period when the Developer has the sole right to appoint all of the directors and officers of the Community of Bishops Bay Home Owners Association, Inc. (the "Association"), the Declaration may be amended unilaterally by the Developer pursuant to a written recorded instrument.

D. The Association is constituted by directors and officers appointed by the Developer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend the Declaration as follows:

1 The above Recitals are hereby incorporated and made a part of this Amendment.

2 Modifying Recital A of the Declaration, the "Property" is hereby amended to mean the lands described as the Declared Property adding thereto the lands described on Exhibit A hereto.

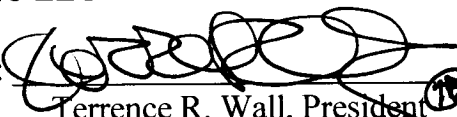

[Signature Page Follows]

DEVELOPER SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned
as of the date first above written.

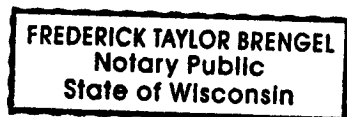
DEVELOPER:

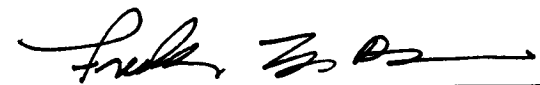
THE COMMUNITY OF BISHOPS
BAY LLC

By: 
Terrence R. Wall, President 

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 5th day of August, 2015, the above-
named Terrence R. Wall, and to me known to be the President of The Community of
Bishops Bay LLC, who executed the foregoing instrument, and acknowledged the
same on behalf of said company.




Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent


ASSOCIATION SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.

ASSOCIATION:

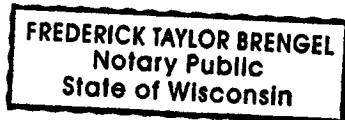
THE COMMUNITY OF BISHOPS
BAY HOME OWNERS
ASSOCIATION, INC.

By:


Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 5th day of August, 2015, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay Home Owners Association, Inc., who executed the foregoing instrument, and acknowledged the same on behalf of said company.





Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent

EXHIBIT A

Legal Description of Lands becoming a Part of the Property (Added to the Declaration)

The Community of Bishops Bay, The Back Nine - Phase 3, in the City of Middleton,
Dane County, Wisconsin.

Tax Parcel Numbers:

| | | |
|-----------------|-----------------|-----------------|
| 0809-311-6010-2 | 0809-311-6219-2 | 0809-314-2375-2 |
| 0809-311-6021-2 | 0809-311-6230-2 | 0809-314-2400-2 |
| 0809-311-6032-2 | 0809-311-6241-2 | 0809-314-2425-2 |
| 0809-311-6043-2 | 0809-311-6252-2 | 0809-314-2450-2 |
| 0809-311-6054-2 | 0809-314-0003-2 | 0809-314-0750-2 |
| 0809-311-6065-2 | 0809-314-0014-2 | 0809-311-6425-2 |
| 0809-311-6076-2 | 0809-314-0025-2 | 0809-311-4000-2 |
| 0809-311-6087-2 | 0809-314-0036-2 | 0809-311-6450-2 |
| 0809-311-6098-2 | 0809-311-6277-2 | 0809-311-6475-2 |
| 0809-311-6109-2 | 0809-311-6288-2 | 0809-311-6500-2 |
| 0809-311-6120-2 | 0809-311-6299-2 | 0809-311-6525-2 |
| 0809-311-6131-2 | 0809-311-6310-2 | 0809-311-6550-2 |
| 0809-311-142-2 | 0809-311-6321-2 | |
| 0809-311-6153-2 | 0809-311-6332-2 | |
| 0809-311-6164-2 | 0809-311-6343-2 | |
| 0809-311-6175-2 | 0809-311-6354-2 | |
| 0809-311-6186-2 | 0809-311-6365-2 | |
| 0809-311-6197-2 | 0809-311-6376-2 | |
| 0809-311-6208-2 | 0809-314-0057-2 | |



8 9 3 6 3 6 5

Tx:8717903

**THIRD AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS FOR
THE COMMUNITY OF BISHOPS BAY**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

DOCUMENT #

5204804

12/21/2015 1:36 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 11

Drafted by & Return to:
F. Taylor Brengel
The Community of Bishops Bay LLC
P.O. Box 620037
Middleton, WI 53562

See Exhibit B

Parcel Numbers

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE COMMUNITY OF BISHOPS BAY (this "Amendment") is executed as of the 3rd day of December, 2015, by those parties signing below.

RECITALS:

A. The Community of Bishops Bay LLC (the "Developer") executed that certain Declaration of Protective Covenants for the Community of Bishops Bay (the "Declaration") on December 12, 2012 and recorded the same with the Dane County Register of Deeds as Document No. 4942536 on December 14, 2012 which was amended by First Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of May 18, 2015 and recorded with the Dane County Register of Deeds as Document No. 5152619 on May 19, 2015, and further amended by Second Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of August 5, 2015 and recorded with the Dane County Register of Deeds as Document No. 5174380 on August 5, 2015 (as such document has been or may be further amended from time to time, the "Declaration"). The Declaration affects all of the real property described in Exhibit A thereto (the "Property").

B. As a condition for further development of the Property, including approval of various stormwater management facilities and systems for the benefit of the entire development upon the Property, the City of Middleton has required that the Association (the "Association") agree to be responsible for certain storm water maintenance and management facilities and the costs therefore.

C. The Developer has determined that the multi-family lots should be responsible for a larger portion of the General Annual Charge.

D. Section 9.02(a) of the Declaration states that, during the period when the Developer has the sole right to appoint all of the directors and officers of the Community of Bishops Bay Home Owners Association, Inc. (the "Association"), the Declaration may be amended unilaterally by the Developer pursuant to a written recorded instrument.

E. The Association is constituted by directors and officers appointed by the Developer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend the Declaration as follows:

1. The above Recitals are hereby incorporated and made a part of this Amendment.

2. Section 6.01(b) of the Declaration is hereby deleted in its entirety and replaced with the following new Section 6.01(b): "in the case of a Lot that contains more than one constructed dwelling unit, one vote per three (3) dwelling units;."

3. Section 7.01(a) of the Declaration is hereby deleted in its entirety and replaced with the following new Section 7.01(a):

(a) Community-Wide Common Areas. Community –Wide Common Areas shall be for the benefit, use or enjoyment of all owners within the entire Community. Community-Wide Common Areas includes those areas designated on a subdivision or condominium plat, or on a certified survey map or by separate recorded document, as a stormwater management facility or for stormwater management or any other similar language relating to stormwater management and maintenance regardless of whether any individual such area handles stormwater from only a portion of the Community or the entire Community (collectively, all such management and maintenance facilities and systems shall be referred to herein as "Stormwater Facilities")."

4. Section 8.01 of the Declaration is hereby modified by adding the following language to the end of Section 8.01: "Notwithstanding anything in this Declaration to the contrary, if the Association fails to maintain, improve, repair or replace the Stormwater Facilities as a Community-Wide Common Area in a manner consistent with the requirements of the City, as such requirements may be enforced by the City from time to time, or if the Association dissolves its existence either voluntarily or involuntarily, the City shall have the right to maintain, improve, repair or replace the Stormwater Facilities and to charge each Owner its share of the cost to be apportioned in the manner set forth under this Section or Section 8.02, at the City's discretion. The City may collect such actual charges under Sections 8.04 and 8.06 of this Declaration or may, at its discretion, collect such charges as a special charge under Wis. Stats. §66.0627."

5. Section 9.02(e) of the Declaration is hereby created to read as follows: “(e) Sections 6.01, 7.01(a), 8.01, and 8.05, may not be amended or terminated, directly or indirectly, without the City’s consent.”

DEVELOPER SIGNATURE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.

DEVELOPER:


THE COMMUNITY OF BISHOPS
BAY LLC

By: 
Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 3rd day of December, 2015, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said company.

FREDERICK TAYLOR BRENGEL
Notary Public
State of Wisconsin

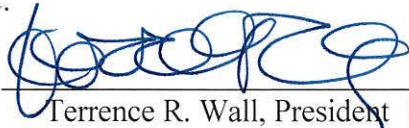

Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent

ASSOCIATION SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.

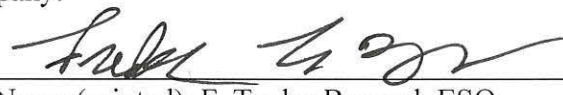
ASSOCIATION:

THE COMMUNITY OF BISHOPS
BAY HOME OWNERS ASSOCIATION,
INC.

By: 
Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 3rd day of December, 2015, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay Home Owners Association, Inc., who executed the foregoing instrument, and acknowledged the same on behalf of said company.


Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent

FREDERICK TAYLOR BRENGEL
Notary Public
State of Wisconsin

EXHIBIT A

All of the Plat of The Community of Bishops Bay, The Back Nine - Phase 1, in the City of Middleton, Dane County, Wisconsin.

All of the Plat of The Community of Bishops Bay, The Back Nine - Phase 2, in the City of Middleton, Dane County, Wisconsin.

All of the Plat of The Community of Bishops Bay, The Back Nine - Phase 3, in the City of Middleton, Dane County, Wisconsin.

LESS:

Part of Lot 1, Certified Survey Map Number 13142, recorded in Volume 84 of Certified Surveys, Pages 198-201, as Document Number 4780454 and part of Outlot 2 and Outlot 4, The Community of Bishops Bay, The Back Nine - Phase 1, recorded in Volume 60-008B of Plats, Pages 42-45 as Document No. 4919033, being located in part of the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 31, T 8 N, R 9 E, in the City of Middleton, Dane County, Wisconsin, described as follows:

Commencing at the South Quarter corner of said Section 31; thence N 00°22'14" W, 1442.72 feet along the west line of said SE 1/4; thence N 89°34'57" E, 77.86 feet to the intersection with the easterly right-of-way of County Trunk Highway "Q" and the southwest corner of Lot 1, Certified Survey Map Number 13142; thence N 00°27'19" W, 873.93 feet along the west line of said Lot 1; thence N 00°16'00" E, 333.62 feet along the west line of said Lot 1 to the northwest corner thereof and the Point of Beginning; thence N 00°16'00" E, 10.65 feet along the west line of said Outlot 4 to the northwest corner thereof; thence S 89°57'36" E, 477.38 feet along the north line of said Outlot 4; thence S 00°25'06" E, 687.88 feet; thence S 18°23'01" W, 450.28 feet to the intersection with the southeasterly line of said Lot 1; thence S 32°51'37" W, 126.92 feet along said southeasterly line to the intersection with the south line of said Outlot 2; thence N 90°00'00" W, 59.83 feet along said south line; thence N 45°26'11" W, 290.40 feet; thence N 00°25'06" W, 674.10 feet; thence N 00°00'42" E, 333.60 feet to the Point of Beginning.

Exhibit B
Tax Parcel Numbers

| B9 – Ph 1 | B9 – Ph 2 | B9 – Ph 3 | B9 - Outlots |
|-----------------|-----------------|-----------------|-----------------|
| 0809-314-2001-2 | 0809-311-5405-2 | 0809-311-6010-2 | 0809-314-2375-2 |
| 0809-314-2012-2 | 0809-311-5416-2 | 0809-311-6021-2 | 0809-314-2400-2 |
| 0809-314-2023-2 | 0809-311-5427-2 | 0809-311-6032-2 | 0809-314-2425-2 |
| 0809-314-2032-2 | 0809-311-5438-2 | 0809-311-6043-2 | 0809-314-2450-2 |
| 0809-314-2045-2 | 0809-311-5499-2 | 0809-311-6054-2 | 0809-314-0750-2 |
| 0809-314-2056-2 | 0809-311-5460-2 | 0809-311-6065-2 | 0809-311-6425-2 |
| 0809-314-2067-2 | 0809-311-5471-2 | 0809-311-6076-2 | 0809-311-4000-2 |
| 0809-314-2078-2 | 0809-311-5482-2 | 0809-311-6087-2 | 0809-311-6450-2 |
| 0809-314-2089-2 | 0809-311-7403-2 | 0809-311-6098-2 | 0809-311-6475-2 |
| 0809-314-2100-2 | 0809-311-7414-2 | 0809-311-6109-2 | 0809-311-6500-2 |
| 0809-314-2111-2 | 0809-311-7425-2 | 0809-311-6120-2 | 0809-311-6525-2 |
| 0809-314-2122-2 | 0809-311-7436-2 | 0809-311-6131-2 | 0809-311-6550-2 |
| 0809-314-2133-2 | 0809-311-7447-2 | 0809-311-6142-2 | |
| 0809-314-2144-2 | 0809-311-7458-2 | 0809-311-6153-2 | |
| 0809-314-2155-2 | 0809-311-7469-2 | 0809-311-6164-2 | |
| 0809-314-2166-2 | 0809-311-7480-2 | 0809-311-6175-2 | |
| 0809-314-2177-2 | 0809-311-7491-2 | 0809-311-6186-2 | |
| 0809-314-2188-2 | 0809-314-0662-2 | 0809-311-6197-2 | |
| 0809-314-2199-2 | 0809-314-0673-2 | 0809-311-6208-2 | |
| 0809-314-2210-2 | 0809-314-0684-2 | 0809-311-6219-2 | |
| 0809-314-2221-2 | 0809-314-0695-2 | 0809-311-6230-2 | |
| 0809-311-7022-2 | 0809-314-0706-2 | 0809-311-6241-2 | |
| 0809-311-7033-2 | 0809-311-7517-2 | 0809-311-6252-2 | |
| 0809-314-0504-2 | 0809-311-7528-2 | 0809-314-0003-2 | |
| 0809-314-0515-2 | 0809-311-7539-2 | 0809-314-0014-2 | |
| 0809-314-0526-2 | 0809-311-7550-2 | 0809-314-0025-2 | |
| 0809-314-0537-2 | 0809-311-7561-2 | 0809-314-0036-2 | |
| 0809-314-2238-2 | 0809-311-5502-2 | 0809-311-6277-2 | |
| 0809-314-2249-2 | 0809-311-5513-2 | 0809-311-6288-2 | |
| 0809-314-0550-2 | 0809-311-5524-2 | 0809-311-6299-2 | |
| 0809-314-0561-2 | 0809-311-5535-2 | 0809-311-6310-2 | |
| 0809-314-0572-2 | 0809-311-5546-2 | 0809-311-6321-2 | |
| 0809-314-0583-2 | 0809-311-5557-2 | 0809-311-6332-2 | |
| 0809-314-0594-2 | 0809-311-5568-2 | 0809-311-6343-2 | |
| 0809-314-2265-2 | 0809-311-5579-2 | 0809-311-6354-2 | |
| 0809-314-2276-2 | 0809-311-5590-2 | 0809-311-6365-2 | |
| 0809-314-2287-2 | 0809-311-5601-2 | 0809-311-6376-2 | |
| 0809-314-2298-2 | 0809-311-7582-2 | 0809-314-0057-2 | |
| 0809-314-2309-2 | 0809-311-7593-2 | | |
| 0809-314-2309-2 | 0809-311-7604-2 | | |
| 0809-314-4200-2 | 0809-311-7615-2 | | |
| 0809-314-2315-2 | 0809-311-7626-2 | | |
| 0809-314-2333-2 | 0809-311-5627-2 | | |
| 0809-314-2344-2 | 0809-311-5638-2 | | |
| | 0809-311-5649-2 | | |

EXHIBIT A

Part of The Community of Bishops Bay, The Back Nine - Phase 1 (hereinafter referred to as Back Nine-Phase 1), recorded in Volume 60-008 B of Plats, pp. 42-45, as Document No. 4919033; All of The Community of Bishops Bay, the Back Nine – Phase 2 (hereinafter referred to as Back Nine-Phase 2), recorded in Volume 60-030 B of Plats, pp. 157-158, as Document No. 5087751; All of The Community of Bishops Bay, the Back Nine – Phase 3 (hereinafter referred to as Back Nine-Phase 3), recorded in Volume 60-036 B of Plats, pp. 180-183, as Document No. 5162100; All of The Community of Bishops Bay, Callaway Court Addition, recorded in Volume 60-038 B of Plats, pp. 191-193, as Document No. 5165451; part of Lot 2, Certified Survey Map No. 2833, recorded in Volume 11 of Certified Surveys, pp. 173-175 as Document No. 1573531; Lot 1, Dane County Certified Survey Map No. 5537, recorded in Volume 25 of Certified Surveys, pp. 173-175 as Document No. 2080430; Lot 3, Certified Survey Map No. 12902, recorded in Volume 82 of Certified Surveys, pp. 62-66 as Document No. 4655586; Lot 1, Dane County Certified Survey Map No. 13066, recorded in Volume 83 of Certified Surveys, pp. 295-298 as Document No. 4751746; Lot 1, Certified Survey Map No. 13586, recorded in Volume 89 of Certified Surveys, pp. 46-50 as Document No. 5024824; Outlots 2 and 3, Certified Survey Map No. 13975, recorded in Volume 93 of Certified Surveys, pp. 162-174 as Document No. 5154393; Lots 1-4, Certified Survey Map No. 14030, recorded in Volume 94 of Certified Surveys, pp. 56-65 as Document No. 5174084 and other lands, all being located in part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and also part of the SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 29, part of the SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, part of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and also part of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, part of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and also part of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and also the NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, all in Township 8 North, Range 9 East, in the City of Middleton and in the Town of Westport, Dane County, Wisconsin, the exterior limits of all lands being more fully described as follows:

Commencing at the Southeast corner of said Section 31, thence N 89°54'06" W, 917.21 (recorded as N 89°53'57" W) feet along the south line of the said SE $\frac{1}{4}$ of Section 31; thence N 00°35'47" W, 900.68 feet (recorded as 900.64 feet) to the Northwest corner of Lot 3, Certified Survey Map No. 10316 and the Point of Beginning; thence N 00°35'47" W, 124.96 (recorded as N 00°59'19" W, 125 feet) feet along the exterior of lands described in Document No. 3859418 hereinafter referred to as "BBCC Lands"; thence S 77°35'21" E, 274.03 feet (recorded as S 77°59'37" E, 274.06 feet) along said "BBCC Lands"; thence N 89°14'21" E, 287.71 feet (recorded as S 88°50'05" W) along said "BBCC Lands"; thence N 16°26'48" E, 663.58 feet (recorded as N 16°02'32" E) along said "BBCC Lands"; thence N 10°29'22" W, 212.33 feet (recorded as N 10°53'38" W) along said "BBCC Lands"; thence N 19°17'01" E, 149.03 feet (recorded as N 18°52'45" E) along said "BBCC Lands"; thence N 53°56'13" E, 114.49 feet (recorded as N 53°31'57" E) along said "BBCC Lands"; thence N 89°29'32" E, 880.50 feet (recorded as S 89°05'16" W) along said "BBCC Lands"; thence S 26°42'14" E, 250.39 feet

(recorded as N 27°06'30" W) along said "BBCC Lands"; thence S 84°15'52" E, 313.58 feet (recorded as N 84°40'08" W) along said "BBCC Lands"; thence N 74°14'27" E, 313.08 feet (recorded as S 73°50'11" W) along said "BBCC Lands"; thence N 49°06'38" E, 845.62 feet (recorded as S 48°42'22" W) along said "BBCC Lands"; thence N 08°53'13" E, 776.41 feet (recorded as S 08°28'57" W) along said "BBCC Lands"; thence N 59°58'36" W, 303.59 feet (recorded as N 60°22'52" W) along said "BBCC Lands"; thence S 50°00'24" W, 157.66 feet (recorded as N 49°36'08" E) along said "BBCC Lands"; thence S 07°51'09" W, 702.00 feet (recorded as N 07°26'53" E) along said "BBCC Lands"; thence S 54°50'48" W, 269.55 feet (recorded as N 54°26'32" E) along said "BBCC Lands"; thence S 88°06'30" W, 269.45 feet (recorded as N 87°42'14" E) along said "BBCC Lands"; thence N 01°07'16" W, 1006.91 feet (recorded as S 01°31'32" E) along said "BBCC Lands"; thence N 76°06'29" E, 580.00 feet (recorded as S 75°42'13" W) along said "BBCC Lands"; thence S 79°34'29" E, 260.00 feet (recorded as N 79°58'45" W) along said "BBCC Lands"; thence S 22°40'59" W, 100.74 feet (recorded as N 22°16'43" E) along said "BBCC Lands"; thence S 59°58'34" E, 199.47 feet (recorded as S 60°22'52" E) along said "BBCC Lands"; thence N 64°41'07" E, 300.91 feet (recorded as S 64°16'49" W) along said "BBCC Lands"; thence N 56°26'37" E, 100.08 feet (recorded as S 56°02'21" W) along said "BBCC Lands"; thence N 39°16'28" E, 139.20 feet (recorded as S 38°52'12" W) along said "BBCC Lands"; thence N 53°50'35" W, 245.92 feet (recorded as S 54°14'51" E) along said "BBCC Lands"; thence N 64°12'22" W, 626.75 feet (recorded as S 64°36'39" E) along said "BBCC Lands"; thence S 64°29'35" W, 483.59 feet (recorded as N 64°05'19" E) along said "BBCC Lands"; thence N 46°31'08" W, 236.24 feet (recorded as S 46°55'24" E) along said "BBCC Lands"; thence N 35°11'59" W, 594.00 feet (recorded as S 35°36'15" E) along said "BBCC Lands"; thence S 44°31'43" W, 486.55 feet (recorded as N 44°07'27" E) along said "BBCC Lands"; thence S 44°38'37" E, 47.00 feet (recorded as N 45°02'53" W) along said "BBCC Lands"; thence S 45°32'36" W, 50.15 feet (recorded as N 45°08'20" E) along said "BBCC Lands"; thence S 27°09'40" W, 78.89 feet (recorded as N 26°45'24" E) along said "BBCC Lands"; thence S 02°46'56" E, 563.98 feet (recorded as N 03°11'12" W) along said "BBCC Lands"; thence S 23°26'36" E, 201.56 feet (recorded as N 23°50'52" W) along said "BBCC Lands"; thence S 04°34'56" E, 118.41 feet (recorded as N 04°59'15" W) along said "BBCC Lands"; thence S 27°39'47" E, 198.62 feet (recorded as N 28°04'03" W) along said "BBCC Lands"; thence S 85°18'23" W, 612.24 feet (recorded as N 84°54'07" E) along said "BBCC Lands"; thence S 71°41'22" W, 58.31 feet (recorded as S 71°17'06" W) along said "BBCC Lands"; thence S 58°04'21" W, 136.44 feet (recorded as N 57°40'05" E) along said "BBCC Lands" to the northeast corner of lands described in Document No. 5130092; thence S 04°15'43" W, 122.41 along the east line of lands described in Document No. 5130092 to the southeast corner thereof; thence N 85°44'17" W, 120.00 feet along a southerly line of lands described in Document No. 5130092 to the southeast corner of Lot 111, The Community of Bishops Bay, The Back Nine-Phase 3; thence N 85°44'17" W, 25.37 feet along the exterior boundary of said Back Nine-Phase 3; thence S 45°20'21" W, 75.94 feet along the exterior boundary of said Back Nine-Phase 3; thence S 63°34'54" W, 278.19 feet along the exterior boundary of said Back Nine-Phase 3; thence S 85°26'55" W, 173.94 feet along the exterior boundary of said Back Nine-

Phase 3; thence S 76°04'50" W, 83.16 feet along the exterior boundary of said Back Nine-Phase 3; thence S 63°04'59" W, 104.28 feet along the exterior boundary of said Back Nine-Phase 3 to the southeast corner of Lot 63, The Community of Bishops Bay, The Back Nine-Phase 2; thence S 63°04'59" W, 192.96 feet along the exterior boundary of said Back Nine-Phase 2; thence S 68°08'48" W, 98.42 feet along the exterior boundary of said Back Nine-Phase 2 to the southeast corner of Lot 32, The Community of Bishops Bay, The Back Nine-Phase 1; thence S 68°08'48" W, 39.75 feet along the exterior boundary of said Back Nine-Phase 1; thence S 58°22'08" W, 160.55 feet along the exterior boundary of said Back Nine-Phase 1; thence S 63°04'59" W, 344.89 feet along the exterior boundary of said Back Nine-Phase 1; thence S 00°23'42" E, 681.13 feet (recorded as N 00°47'29" W) along said "BBCC Lands" and exterior boundary of said Back Nine-Phase 1; thence S 89°54'30" E, 13.39 feet along the exterior boundary of said Back Nine-Phase 1; thence S 00°25'46" E, 629.65 feet along the exterior boundary of said Back Nine-Phase 1; thence N 89°53'57" W, 583.11 feet along the exterior boundary of said Back Nine-Phase 1; thence N 00°24'01" W, 277.53 feet along the exterior boundary of said Back Nine-Phase 1; thence S 89°39'51" W, 328.90 feet along exterior boundary of said Back Nine-Phase 1; thence N 00°22'53" W, 288.48 feet along the exterior boundary of said Back Nine-Phase 1; thence N 89°54'30" W, 167.57 feet along exterior boundary of said Back Nine-Phase 1; thence N 00°27'19" W, 179.85 feet along the exterior boundary of said Back Nine-Phase 1 to the southwest corner of said Certified Survey Map No. 13975; thence S 89°34'57" W, 5.66 feet along a southerly line of said Certified Survey Map No. 13975; thence Northwesterly 12.27 feet along the southwesterly line of Outlot 3, Certified Survey Map No. 13975 and the arc of a curve to the right having a radius of 15.00 feet and a chord bearing N 23°51'07" W, 11.93 feet; thence N 00°25'06" W, 188.89 feet along the west line of said Outlot 3; thence S 45°26'11" E, 290.40 feet along the northeasterly line of said Outlot 3; thence N 90°00'00" W, 59.83 feet along the south line of Outlot 1, Certified Survey Map No. 13975 to the southeast corner thereof; thence N 32°51'37" E, 126.92 feet along the southeasterly line of said Certified Survey Map No. 13975 to the southerly most point of Outlot 2, Certified Survey Map No. 13975; thence N 18°23'01" E, 450.28 feet along a westerly line of said Outlot 2; thence N 00°25'06" W, 687.88 feet along a westerly line of said Outlot 2 to the northwest corner thereof; thence S 89°57'36" E, 114.47 feet along the north line of said Outlot 2 to the southeast corner of Lot 1, Certified Survey Map No. 2833; thence N 00°21'32" W, 776.84 feet (recorded as S 01°33'15" W, 776.83 feet) along the east line of said Lot 1; thence S 80°12'45" W, 612.77 feet (recorded as S 82°12'32" W, 610.58 feet) along the northerly line of said Lot 1; thence N 00°16'00" E, 653.04 feet along the east right-of-way of County Trunk Highway "Q"; thence S 89°35'42" E, 10.00 feet along said East right-of-way and north line of the SW ¼ of the NE ¼ of said Section 31; thence N 00°16'00" E, 220.43 feet along said east right-of-way of County Trunk Highway "Q"; thence N 89°39'19" E, 166.24 feet along the south line of lands described in Document No. 4372173; thence N 00°20'41" W, 171.59 feet along the east line of said lands described in Document No. 4372173; thence S 89°39'19" W, 174.41 feet along the north line of said lands described in Document No. 4372173; thence N 00°16'00" E, 36.60 feet along said east right-of-way of County Trunk Highway "Q"; thence S 89°44'00" E, 10.00 feet along said east right-of-way of County Trunk Highway "Q"; thence N 00°16'00" E,

700.35 feet along said east right-of-way of County Trunk Highway "Q"; thence N 89°44'00" W, 5.00 feet along said east right-of-way of County Trunk Highway "Q"; thence N 00°16'00" E, 208.16 feet along said east right-of-way of County Trunk Highway "Q"; thence N 00°07'45" W, 1322.70 feet along said east right-of-way of County Trunk Highway "Q"; thence S 89°32'59" E, 2571.11 feet along the north lines of the said SW ¼ and the SE ¼ of the SE ¼ of said Section 30 to the northeast corner of the said SE ¼ of the SE ¼; thence S 89°53'45" E, 66.00 feet along the north line of the said SW ¼ of the SW ¼ of said Section 29; thence S 00°12'27" E, 452.03 feet (recorded as 452.05 feet) along the northerly extension and easterly line of said Lot 3, Certified Survey Map No. 12902; thence S 89°50'52" E, 289.25 feet (recorded as S 89°50'55" E, 289.27 feet) along a northerly line of said Lot 3; thence S 00°12'27" E, 60.83 feet along a northerly line of said Lot 3; thence S 89°50'52" E, 160.00 (recorded as S 89°50'55" E) feet along a northerly line of said Lot 3; thence N 00°12'27" W, 136.13 feet along a northerly line of said Lot 3; thence S 89°50'52" E, 145.13 feet (recorded as S 89°50'55" E, 145.14 feet) along a northerly line of said Lot 3; thence N 00°15'06" W, 377.23 feet along the west line of said Certified Survey Map No. 13066 to the northwest corner thereof; thence S 89°53'45" E, 1974.47 feet (recorded as S 89°53'19" E, 1980.26 feet) along the north line of the South 1/2 of the said SW ¼ of Section 29 to the northeast corner of the said SE ¼ of the SW ¼ of Section 29; thence S 89°53'42" E, 1323.07 feet (recorded as S 89°54'08" E) along the north line of the said SW ¼ of the SE ¼ of Section 29 to the northeast corner thereof; thence S 00°35'59" E, 1325.14 feet (recorded as S 00°28'28" E, 1324.94 feet) along the east line of the said SW ¼ of the SE ¼ of Section 29 to the southeast corner thereof; thence N 89°56'30" E, 1242.58 feet along the north line of the said NE ¼ of the NE ¼ of Section 32; thence S 00°07'17" W, 1065.63 feet along the westerly right-of-way of County Trunk Highway "M"; thence N 89°52'43" W, 20.00 feet along said westerly right-of-way of County Trunk Highway "M"; thence S 00°07'17" W, 336.34 feet along said westerly right-of-way of County Trunk Highway "M"; thence S 00°07'01" E, 263.95 feet along said westerly right-of-way of County Trunk Highway "M"; thence N 89°52'59" E, 20.00 feet along said westerly right-of-way of County Trunk Highway "M"; thence S 00°07'01" E, 145.06 feet along said westerly right-of-way of County Trunk Highway "M"; thence continuing S 00°07'01" E, 838.93 feet along said westerly right of way of County Trunk Highway "M"; thence N 89°58'53" W, 2566.95 feet along the south line of the said NE ¼ of Section 32 to the southwest corner of the said SW ¼ of the NE ¼ of said Section 32; thence S 00°03'21" W, 1320.00 feet along the east line of the said NE ¼ of the SW ¼ of Section 32 to the southeast corner thereof; thence S 89°53'33" W, 1315.14 feet along the south line of the said NE ¼ of the SW ¼ of Section 32 to the southwest corner thereof; thence N 00°11'00" W, 297.48 feet along the east line of the said NW ¼ of the SW ¼ of Section 32; thence S 89°10'48" W, 652.23 feet along the north line of Certified Survey Map No. 9203; thence N 00°16'32" W, 354.03 feet along the east line of Certified Survey Map No. 7695; thence S 89°08'03" W, 665.06 feet along the north line of said Certified Survey Map No. 7695; thence S 00°25'17" E, 1050.06 feet along the east line of the said SE ¼ of Section 31; thence S 89°08'00" W, 378.02 feet along the North line of Emslie Plat and Certified Survey Map No. 10316; thence S 89°44'34" W, 541.92 feet along the north line of said Certified Survey Map No. 10316 to the Point of Beginning.

Exhibit B
Tax Parcel Numbers

| B9 – Ph 1 | B9 – Ph 2 | B9 – Ph 3 | B9 - Outlots |
|-----------------|-----------------|-----------------|-----------------|
| 0809-314-2001-2 | 0809-311-5405-2 | 0809-311-6010-2 | 0809-314-2375-2 |
| 0809-314-2012-2 | 0809-311-5416-2 | 0809-311-6021-2 | 0809-314-2400-2 |
| 0809-314-2023-2 | 0809-311-5427-2 | 0809-311-6032-2 | 0809-314-2425-2 |
| 0809-314-2032-2 | 0809-311-5438-2 | 0809-311-6043-2 | 0809-314-2450-2 |
| 0809-314-2045-2 | 0809-311-5499-2 | 0809-311-6054-2 | 0809-314-0750-2 |
| 0809-314-2056-2 | 0809-311-5460-2 | 0809-311-6065-2 | 0809-311-6425-2 |
| 0809-314-2067-2 | 0809-311-5471-2 | 0809-311-6076-2 | 0809-311-4000-2 |
| 0809-314-2078-2 | 0809-311-5482-2 | 0809-311-6087-2 | 0809-311-6450-2 |
| 0809-314-2089-2 | 0809-311-7403-2 | 0809-311-6098-2 | 0809-311-6475-2 |
| 0809-314-2100-2 | 0809-311-7414-2 | 0809-311-6109-2 | 0809-311-6500-2 |
| 0809-314-2111-2 | 0809-311-7425-2 | 0809-311-6120-2 | 0809-311-6525-2 |
| 0809-314-2122-2 | 0809-311-7436-2 | 0809-311-6131-2 | 0809-311-6550-2 |
| 0809-314-2133-2 | 0809-311-7447-2 | 0809-311-6142-2 | |
| 0809-314-2144-2 | 0809-311-7458-2 | 0809-311-6153-2 | |
| 0809-314-2155-2 | 0809-311-7469-2 | 0809-311-6164-2 | |
| 0809-314-2166-2 | 0809-311-7480-2 | 0809-311-6175-2 | |
| 0809-314-2177-2 | 0809-311-7491-2 | 0809-311-6186-2 | |
| 0809-314-2188-2 | 0809-314-0662-2 | 0809-311-6197-2 | |
| 0809-314-2199-2 | 0809-314-0673-2 | 0809-311-6208-2 | |
| 0809-314-2210-2 | 0809-314-0684-2 | 0809-311-6219-2 | |
| 0809-314-2221-2 | 0809-314-0695-2 | 0809-311-6230-2 | |
| 0809-311-7022-2 | 0809-314-0706-2 | 0809-311-6241-2 | |
| 0809-311-7033-2 | 0809-311-7517-2 | 0809-311-6252-2 | |
| 0809-314-0504-2 | 0809-311-7528-2 | 0809-314-0003-2 | |
| 0809-314-0515-2 | 0809-311-7539-2 | 0809-314-0014-2 | |
| 0809-314-0526-2 | 0809-311-7550-2 | 0809-314-0025-2 | |
| 0809-314-0537-2 | 0809-311-7561-2 | 0809-314-0036-2 | |
| 0809-314-2238-2 | 0809-311-5502-2 | 0809-311-6277-2 | |
| 0809-314-2249-2 | 0809-311-5513-2 | 0809-311-6288-2 | |
| 0809-314-0550-2 | 0809-311-5524-2 | 0809-311-6299-2 | |
| 0809-314-0561-2 | 0809-311-5535-2 | 0809-311-6310-2 | |
| 0809-314-0572-2 | 0809-311-5546-2 | 0809-311-6321-2 | |
| 0809-314-0583-2 | 0809-311-5557-2 | 0809-311-6332-2 | |
| 0809-314-0594-2 | 0809-311-5568-2 | 0809-311-6343-2 | |
| 0809-314-2265-2 | 0809-311-5579-2 | 0809-311-6354-2 | |
| 0809-314-2276-2 | 0809-311-5590-2 | 0809-311-6365-2 | |
| 0809-314-2287-2 | 0809-311-5601-2 | 0809-311-6376-2 | |
| 0809-314-2298-2 | 0809-311-7582-2 | 0809-314-0057-2 | |
| 0809-314-2309-2 | 0809-311-7593-2 | | |
| 0809-314-3101-2 | 0809-311-7604-2 | | |
| 0809-314-3112-2 | 0809-311-7615-2 | | |
| 0809-314-4003-2 | 0809-311-7626-2 | | |
| 0809-314-4014-2 | 0809-311-5627-2 | | |
| 0809-314-4025-2 | 0809-311-5638-2 | | |
| 0809-314-4036-2 | 0809-311-5649-2 | | |
| 0809-314-4047-2 | | | |
| 0809-314-4058-2 | | | |
| 0809-314-4069-2 | | | |
| 0809-314-3150-2 | | | |
| 0809-314-2315-2 | | | |
| 0809-314-2333-2 | | | |
| 0809-314-2344-2 | | | |

Electronically
Recorded
Document



KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

**FOURTH AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS FOR
THE COMMUNITY OF BISHOPS BAY**

(Spreader over Additional Property)

**DOCUMENT #
5285951**

11/21/2016 11:57 AM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 5

Drafted By & Return to:
F. Taylor Brengel
The Community of Bishops Bay
P.O. Box 620037
Middleton, WI 53562

See Exhibit A
Parcel Numbers

THIS FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE COMMUNITY OF BISHOPS BAY (this "Amendment") is executed as of the 10th day of October, 2016, by those parties signing below.

RECITALS:

A. The Community of Bishops Bay LLC (the "Developer") executed that certain Declaration of Protective Covenants for the Community of Bishops Bay (the "Declaration") on December 12, 2012 and recorded the same with the Dane County Register of Deeds as Document No. 4942536 on December 14, 2012 which was amended by First Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of May 18, 2015 and recorded with the Dane County Register of Deeds as Document No. 5152619 on May 19, 2015, further amended by Second Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of August 5, 2015 and recorded with the Dane County Register of Deeds as Document No. 5174380 on August 5, 2015, and further amended by Third Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of December 3, 2015 and recorded with the Dane County Register of Deeds as Document No. 5204804 on December 21, 2015 (as such document has been or may be further amended from time to time, the "Declaration"). The Declaration affects all of the real property described in Exhibit A thereto (the "Declared Property").

B. The Developer desires to cause the Declaration to be spread over additional property described on Exhibit A attached hereto, which property together with the Declared Property shall be referred to herein as the "Property."

32010522

2808243



**FOURTH AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS FOR
THE COMMUNITY OF BISHOPS BAY**

(Spreader over Additional Property)

Drafted By & Return to:
F. Taylor Brengel
The Community of Bishops Bay
P.O. Box 620037
Middleton, WI 53562

See Exhibit A
Parcel Numbers

THIS FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE COMMUNITY OF BISHOPS BAY (this "Amendment") is executed as of the 10th day of October, 2016, by those parties signing below.

R E C I T A L S :

A. The Community of Bishops Bay LLC (the "Developer") executed that certain Declaration of Protective Covenants for the Community of Bishops Bay (the "Declaration") on December 12, 2012 and recorded the same with the Dane County Register of Deeds as Document No. 4942536 on December 14, 2012 which was amended by First Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of May 18, 2015 and recorded with the Dane County Register of Deeds as Document No. 5152619 on May 19, 2015, further amended by Second Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of August 5, 2015 and recorded with the Dane County Register of Deeds as Document No. 5174380 on August 5, 2015, and further amended by Third Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of December 3, 2015 and recorded with the Dane County Register of Deeds as Document No. 5204804 on December 21, 2015 (as such document has been or may be further amended from time to time, the "Declaration"). The Declaration affects all of the real property described in Exhibit A thereto (the "Declared Property").

B. The Developer desires to cause the Declaration to be spread over additional property described on Exhibit A attached hereto, which property together with the Declared Property shall be referred to herein as the "Property."

C. Section 9.02(a) of the Declaration states that, during the period when the Developer has the sole right to appoint all of the directors and officers of the Community of Bishops Bay Home Owners Association, Inc. (the "Association"), the Declaration may be amended unilaterally by the Developer pursuant to a written recorded instrument.

D. The Association is constituted by directors and officers appointed by the Developer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend the Declaration as follows:

1 The above Recitals are hereby incorporated and made a part of this Amendment.

2 Modifying Recital A of the Declaration, the "Property" is hereby amended to mean the lands described as the Declared Property adding thereto the lands described on Exhibit A hereto.

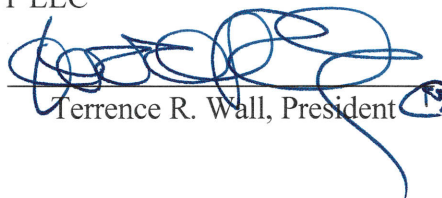
[Signature Page Follows]

DEVELOPER SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.

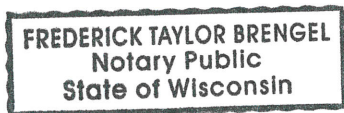
DEVELOPER:

THE COMMUNITY OF BISHOPS
BAY LLC

By: 
Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 10th day of October, 2016, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said company.





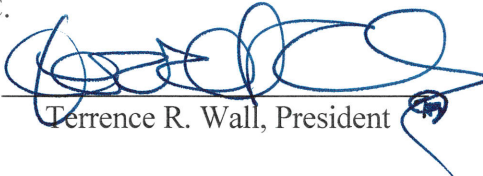
Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent

ASSOCIATION SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.

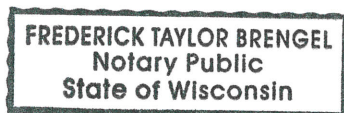
ASSOCIATION:

THE COMMUNITY OF BISHOPS
BAY HOME OWNERS ASSOCIATION,
INC.

By: 
Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 10th day of October, 2016, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay Home Owners Association, Inc., who executed the foregoing instrument, and acknowledged the same on behalf of said company.





Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent

EXHIBIT A

Legal Description of Lands becoming a Part of the Property
(Added to the Declaration)

The Community of Bishops Bay, The Back Nine - Phase 4, in the City of Middleton, Dane County, Wisconsin.

Tax Parcel Numbers:

| | | |
|-----------------|-----------------|-----------------|
| 0809-322-4758-2 | 0809-322-5000-2 | 0809-322-5044-2 |
| 0809-322-4769-2 | 0809-322-5011-2 | 0809-322-5055-2 |
| 0809-322-4780-2 | 0809-322-5022-2 | 0809-322-5066-2 |
| 0809-322-4791-2 | 0809-322-5033-2 | 0809-322-5077-2 |
| 0809-322-4802-2 | 0809-322-5044-2 | 0809-322-5088-2 |
| 0809-322-4813-2 | 0809-322-5055-2 | 0809-322-5099-2 |
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| 0809-322-4857-2 | 0809-322-5099-2 | 0809-322-5143-2 |
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| 0809-322-4989-2 | 0809-322-5033-2 | |



KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5397252
03/23/2018 04:01 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 10

**FIFTH AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS FOR
THE COMMUNITY OF BISHOPS BAY**

**(Spreader over Phase 5 Additional Property; and
Prairie Grass Maintenance)**

Drafted By & Return to:
F. Taylor Brengel
The Community of Bishops Bay
P.O. Box 620037
Middleton, WI 53562

See Exhibit A
Parcel Numbers

THIS FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR THE COMMUNITY OF BISHOPS BAY (this "**Amendment**") is executed as of the
28th day of February, 2018, by those parties signing below.

RECITALS:

A. The Community of Bishops Bay LLC (the "Developer") executed that certain Declaration of Protective Covenants for the Community of Bishops Bay (the "Declaration") on December 12, 2012 and recorded the same with the Dane County Register of Deeds as Document No. 4942536 on December 14, 2012 which was amended by First Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of May 18, 2015 and recorded with the Dane County Register of Deeds as Document No. 5152619 on May 19, 2015, further amended by Second Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of August 5, 2015 and recorded with the Dane County Register of Deeds as Document No. 5174380 on August 5, 2015, further amended by Third Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of December 3, 2015 and recorded with the Dane County Register of Deeds as Document No. 5204804 on December 21, 2015, and further amended by Fourth Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of October 10, 2016 and recorded with the Dane County Register of Deeds as Document No. 5285951 on November 21, 2016 (as such document has been or may be further amended from time to time, the "**Declaration**"). The Declaration affects all of the real property described in Exhibit A thereto (the "**Declared Property**").

B. The Developer desires to cause the Declaration to be spread over additional property described on Exhibit A attached hereto, which property together with the Declared Property shall be referred to herein as the "**Property**."

C. Section 9.02(a) of the Declaration states that, during the period when the Developer has the sole right to appoint all of the directors and officers of the Community of Bishops Bay Home Owners Association, Inc. (the "**Association**"), the Declaration may be amended unilaterally by the Developer pursuant to a written recorded instrument.

D. The Association is constituted by directors and officers appointed by the Developer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend the Declaration as follows:

1 **Recitals**. The above Recitals are hereby incorporated and made a part of this Amendment.

2 **Phase 5 Spreader**. Modifying Recital A of the Declaration, the "Property" is hereby amended to mean the lands described as the Declared Property adding thereto the lands described on Exhibit A hereto.

3 **Prairie Maintenance**. Prairie maintenance and restoration is imperative to the survival of the Prairie and surrounding prairies. Accordingly, the following shall be added to the Declaration as to The Prairie Neighborhood:

"Notwithstanding anything in this Declaration to the contrary, after 30 days written notice from the Town, if (i) the Association fails to enforce the Design Code in the Prairie as to any Owner's lot landscaping maintenance, particular the prairie plantings designated under Section 5-10 of the Design Code, which excerpt is attached as Exhibit B here, as the Design Code may be modified, in a manner consistent with the requirements of the Design Code, as such requirements may be enforced by the Association from time to time; or (ii) if the Association dissolves its existence either voluntarily or involuntarily, then the Town shall have the right to maintain such Owner's lot prairie plantings and to charge each Owner its share of the cost, at the Town's discretion. The Town may collect such actual charges under Sections 8.04 and 8.06 of this Declaration or may, at its discretion, collect such charges as a special charge under Wis. Stats. §66.0627."

4 **Stormwater Maintenance**. Section 4 of the Third Amendment to the Declaration addressed the City of Middleton's ability to ensure stormwater maintenance of the Development within the City of Middleton, but the same privileges shall also be extended to the Town of Westport as to the portion of the Development lying within the Town of Westport. Accordingly,

Section 8.01 of the Declaration is hereby modified by adding the following language to the end of Section 8.01:

"Notwithstanding anything in this Declaration to the contrary, as to the portion of the Development lying within the Town of Westport, if the Association fails to maintain, improve, repair or replace the Stormwater Facilities as a Community-Wide Common Area in a manner consistent with the requirements of the **Town**, as such requirements may be enforced by the **Town** from time to time, or if the Association dissolves its existence either voluntarily or involuntarily, the **Town** shall have the right to maintain, improve, repair or replace the Stormwater Facilities and to charge each Owner its share of the cost to be apportioned in the manner set forth under this Section or Section 8.02, at the **Town's** discretion. The **Town** may collect such actual charges under Sections 8.04 and 8.06 of this Declaration or may, at its discretion, collect such charges as a special charge under Wis. Stats. §66.0627."

5 **Master Development Plan Changes.** Notwithstanding Section 9.07(a) of the Declaration, Owner's with lots in the Town shall not be restricted from expressing opposition to changes to the MDP in the Town.

[Signature Pages Follow]

DEVELOPER SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.

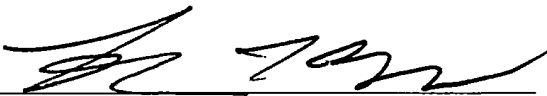
DEVELOPER:

THE COMMUNITY OF BISHOPS
BAY LLC

By: 
Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 28th day of February, 2018, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said company.


Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent

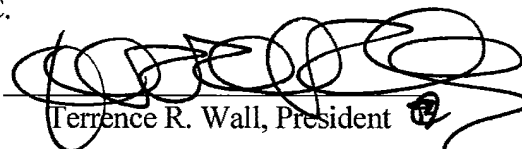
FREDERICK TAYLOR BRENGEL
Notary Public
State of Wisconsin

ASSOCIATION SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.


ASSOCIATION:

THE COMMUNITY OF BISHOPS
BAY HOME OWNERS ASSOCIATION,
INC.

By: 
Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 28th day of February, 2018, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay Home Owners Association, Inc., who executed the foregoing instrument, and acknowledged the same on behalf of said company.


Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent

FREDERICK TAYLOR BRENGEL
Notary Public
State of Wisconsin

EXHIBIT A

Legal Description of Lands becoming a Part of the Property (Added to the Declaration)

Plat change with new legal and parcel numbers:

Lots 168 through 253, inclusive, and Outlots 17-32, inclusive, The Community of Bishops Bay, Farm & Prairie - Phase 5, Town of Westport, Dane County, Wisconsin.

Parcel numbers and Lot #:

| | |
|-----|---------------------|
| 168 | 066/0809-321-0008-0 |
| 169 | 066/0809-321-0019-0 |
| 170 | 066/0809-321-0030-0 |
| 171 | 066/0809-321-0041-0 |
| 172 | 066/0809-321-0052-0 |
| 173 | 066/0809-321-0063-0 |
| 174 | 066/0809-321-0074-0 |
| 175 | 066/0809-321-0085-0 |
| 176 | 066/0809-321-0096-0 |
| 177 | 066/0809-321-6007-0 |
| 178 | 066/0809-321-6018-0 |
| 179 | 066/0809-321-6029-0 |
| 180 | 066/0809-321-0110-0 |
| 181 | 066/0809-321-0121-0 |
| 182 | 066/0809-321-0132-0 |
| 183 | 066/0809-321-0143-0 |
| 184 | 066/0809-321-0154-0 |
| 185 | 066/0809-321-0165-0 |
| 186 | 066/0809-321-0176-0 |
| 187 | 066/0809-321-0187-0 |
| 188 | 066/0809-321-0198-0 |
| 189 | 066/0809-321-0209-0 |
| 190 | 066/0809-321-0220-0 |
| 191 | 066/0809-321-0231-0 |
| 192 | 066/0809-321-0242-0 |
| 193 | 066/0809-321-0253-0 |
| 194 | 066/0809-321-0264-0 |
| 195 | 066/0809-321-2005-0 |
| 196 | 066/0809-321-2016-0 |
| 197 | 066/0809-321-4007-0 |

| | |
|-----|---------------------|
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| 204 | 066/0809-321-4054-0 |
| 205 | 066/0809-321-4065-0 |
| 206 | 066/0809-321-6046-0 |
| 207 | 066/0809-321-6057-0 |
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| 213 | 066/0809-321-6123-0 |
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| | |
|-----|---------------------|
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| 248 | 066/0809-321-6508-0 |
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| 251 | 066/0809-321-6541-0 |
| 252 | 066/0809-321-6552-0 |
| 253 | 066/0809-321-6563-0 |

Outlots

| | |
|------------|---------------------|
| Outlots 17 | 066/0809-321-0300-0 |
| 18 | 066/0809-321-6600-0 |
| 19 | 066/0809-321-0325-0 |
| 20 | 066/0809-321-0350-0 |
| 21 | 066/0809-321-0375-0 |
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| 23 | 066/0809-321-2125-0 |
| 24 | 066/0809-321-4100-0 |
| 25 | 066/0809-321-6625-0 |
| 26 | 066/0809-321-6650-0 |
| 27 | 066/0809-321-6675-0 |
| 28 | 066/0809-321-6700-0 |
| 29 | 066/0809-321-6725-0 |
| 30 | 066/0809-321-6750-0 |
| 31 | 066/0809-321-6775-0 |
| 32 | 066/0809-321-4125-0 |

EXHIBIT B
Prairie Plantings
Excerpt from Design Code

Prairie Approved Plants List

| Deciduous Trees | | | | |
|----------------------|---|--------------|------------------|-----------------|
| Common Name | Botanical Name | WI Native | Min. Size | Mature Size |
| Pagoda Dogwood | <i>Cornus alternifolia</i> | Y | 1.5" cal./5' ht. | 15' x 15' |
| Scarlet Hawthorn | <i>Crataegus coccinea</i> | Y | 1.5" cal. | 25' x 30' |
| Cockspur Hawthorn | <i>Crataegus crus-galli</i> (var. <i>inermis</i>) | Y (cultivar) | 1.5" cal. | 25' x 30' |
| Downy Hawthorn | <i>Crataegus mollis</i> | Y | 1.5" cal. | 20' x 20' |
| Winter King Hawthorn | <i>Crataegus viridis</i> | | 1.5" cal. | 25' x 30' |
| Common Honeylocust | <i>Gleditsia triacanthos</i> (var. <i>inermis</i>) | Y (cultivar) | 2" cal. | 50' x 30' |
| Crabapple | <i>Malus species</i> | | 1.5" cal. | 12-20' x 12-20' |
| White Oak | <i>Quercus alba</i> | Y | 2" cal. | 65' x 65' |
| Swamp White Oak | <i>Quercus bicolor</i> | Y | 2" cal. | 65' x 65' |
| Bur Oak | <i>Quercus macrocarpa</i> | Y | 2" cal. | 65' x 65' |
| Pin Oak | <i>Quercus palustris</i> | | 2" cal. | 65' x 45' |
| English Oak | <i>Quercus robur</i> | | 2" cal. | 50' x 20' |
| Red Oak | <i>Quercus rubra</i> | Y | 2" cal. | 65' x 60' |

| Deciduous Shrubs | | | | |
|--------------------------------|------------------------------------|-----------|-----------|---------------|
| Common Name | Botanical Name | WI Native | Min. Size | Mature Size |
| Running Serviceberry | <i>Amelanchier stolonifera</i> | Y | 12" ht. | 5' x 10' |
| Red Chokeberry | <i>Aronia arbutifolia</i> | | #5 cont. | 8' x 4' |
| Glossy Black Chokeberry | <i>Aronia melanocarpa</i> | Y | #5 cont. | 6' x 5' |
| New Jersey Tea | <i>Ceanothus americanus</i> | Y | #2 cont. | 3' x 3' |
| Summersweet/Clethra | <i>Clethra alnifolia</i> | | #3 cont. | 6' x 5' |
| Sweet Fern | <i>Comptonia peregrina</i> | Y | #2 cont. | 3' x 6' |
| Yellow Dogwood | <i>Cornus alba</i> | | #3 cont. | 8' x 10' |
| Silky Dogwood | <i>Cornus amomum</i> | Y | #3 cont. | 8' x 8' |
| Gray Dogwood | <i>Cornus racemosa</i> | Y | #3 cont. | 10' x 10' |
| Redosier (Red-Twigged) Dogwood | <i>Cornus sericea</i> | Y | #3 cont. | 8' x 10' |
| American Filbert (Hazelnut) | <i>Corylus americana</i> | Y | #5 cont. | 8' x 8' |
| Contorted Filbert | <i>Corylus avellana</i> 'Contorta' | | #5 cont. | 8' x 8' |
| Beaked Filbert | <i>Corylus cornuta</i> | Y | #3 cont. | 6' x 6' |
| Deutzia | <i>Deutzia gracilis</i> | | #2 cont. | 2' x 4' |
| Dwarf Bushhoneysuckle | <i>Diervilla lonicera</i> | Y | #2 cont. | 4' x 5' |
| Forsythia | <i>Forsythia</i> sp. | | #2 cont. | 3-10' x 5-10' |
| Vernal Witchhazel | <i>Hamamelis vernalis</i> | | #5 cont. | 8' x 12' |
| Common Witchhazel | <i>Hamamelis virginiana</i> | Y | #5 cont. | 16' x 12' |
| St. John's Wort | <i>Hypericum kalmianum</i> | Y | #2 cont. | 3' x 3' |
| Common Ninebark | <i>Physocarpus opulifolius</i> | Y | #3 cont. | 5-10' x 5-10' |
| Fragrant Sumac | <i>Rhus aromatica</i> | Y | #2 cont. | 3-6' x 6-10' |
| American Bladdernut | <i>Staphylea trifolia</i> | Y | #5 cont. | 12' x 10' |
| Stephanandra | <i>Stephanandra incisa</i> | | #2 cont. | 3' x 5' |
| Snowberry | <i>Symphoricarpos albus</i> | Y | #3 cont. | 5' x 5' |
| Coralberry | <i>Symphoricarpos orbiculatus</i> | | #3 cont. | 3' x 5' |

| Evergreen Shrubs | | | | |
|----------------------------|---------------------------------|--------------|-----------|---------------|
| Common Name | Botanical Name | WI Native | Min. Size | Mature Size |
| Chinese Juniper | <i>Juniperus chinensis</i> | | #5 cont. | 1-15' x 5-15' |
| Creeping Juniper | <i>Juniperus horizontalis</i> | Y (cultivar) | #5 cont. | 4-12" x 2-8' |
| Savin Juniper | <i>Juniperus sabina</i> | | #5 cont. | 6-24" x 3-6' |
| Yew (shrub/spreading form) | <i>Taxus cuspidata/ x media</i> | | #5 cont. | 2-12' x 2-10' |
| Arborvitae | <i>Thuja occidentalis</i> | | #5 cont. | 2-15' x 2-12' |
| Hemlock (shrub form) | <i>Tsuga canadensis</i> | Y (cultivar) | #5 cont. | 2-10' x 5-15' |

| Groundcovers | | | | |
|------------------------------------|-------------------------|-----------|-----------|----------------|
| Common Name | Botanical Name | WI Native | Min. Size | Mature Size |
| Sedge | <i>Carex species</i> | some | #1 cont | 6-24" x 18" |
| Sedum | <i>Sedum species</i> | | #1 cont | 2-12" x 12-24" |
| Creeping Thyme | <i>Thymus species</i> | | #1 cont | 2-4" x 12-24" |
| Creeping Veronica | <i>Veronica species</i> | | #1 cont | 1-3" x 6-24" |
| Turf grass seed mix/sod | | | seed | |
| Native Prairie Grasses/Wildflowers | | Y | seed | |



**SIXTH AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS FOR
THE COMMUNITY OF BISHOPS BAY**

**(Golf Course Access from
Back Nine Neighborhood)**

KRISTI' CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5451961
11/01/2018 03:02 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 18

Drafted By & Return to:
F. Taylor Brengel
The Community of Bishops Bay
P.O. Box 620037
Middleton, WI 53562

See Exhibit 1
Parcel Numbers

THIS SIXTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR THE COMMUNITY OF BISHOPS BAY (this "Amendment") is executed as of the
24th day of May, 2018, by those parties signing below.

RECITALS:

A. The Community of Bishops Bay LLC (the "Developer") executed that certain Declaration of Protective Covenants for the Community of Bishops Bay (the "Declaration") on December 12, 2012 and recorded the same with the Dane County Register of Deeds as Document No. 4942536 on December 14, 2012 which was amended by First Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of May 18, 2015 and recorded with the Dane County Register of Deeds as Document No. 5152619 on May 19, 2015, further amended by Second Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of August 5, 2015 and recorded with the Dane County Register of Deeds as Document No. 5174380 on August 5, 2015, further amended by Third Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of December 3, 2015 and recorded with the Dane County Register of Deeds as Document No. 5204804 on December 21, 2015, and further amended by Fourth Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of October 10, 2016 and recorded with the Dane County Register of Deeds as Document No. 5285951 on November 21, 2016, and further amended by Fifth Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of February 28, 2018 and recorded with the Dane County Register of Deeds as Document No. 5397252 on March 23, 2018 (as such document has been or may be further amended from time to time, the "Declaration"). The Declaration affects all of the real property described in Exhibit A thereto, as amended from time to time (the "Declared Property").

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18

B. The Developer desires to add conditions upon which Owners may access the Golf Course Property with a golf cart from the Back Nine neighborhood.

C. Section 9.02(a) of the Declaration states that, during the period when the Developer has the sole right to appoint all of the directors and officers of the Community of Bishops Bay Home Owners Association, Inc. (the "Association"), the Declaration may be amended unilaterally by the Developer pursuant to a written recorded instrument.

D. The Association is constituted by directors and officers appointed by the Developer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend the Declaration as follows:

1. The above Recitals are hereby incorporated and made a part of this Amendment.
2. Section 5.08 (e) shall be added to the Declaration, as follows:

5.08(e) Golf Cart Access to Golf Course Property. With the consent of Bishops Bay Country Club, Inc. (the "Club"), as current tenant of the Golf Course Property, the Developer shall construct a designated gated and restricted golf cart access point within the Back Nine neighborhood of the Community to allow limited access to the Golf Course Property by members of the Association with a golf cart from the Community ("**Course Access Point**"). The Course Access Point shall be constructed per the plans and specifications contained on Exhibit 2 hereto, which are hereby consented to by the undersigned representative of the Club, who has been duly authorized to consent hereto by the Club. The Association shall be responsible for ongoing maintenance and repair of the Course Access Point, which shall include, but not be limited to, the gate to access the Golf Course Property (including repairs and replacement of the gate if necessary), the path to the gate, the path from the gate to the golf cart path on the Golf Course Property, and the bridge over the swale. . If any of the aforementioned components of the Course Access Point are in a state of disrepair (i.e. inoperable or needs maintenance, repair, or replacement) then access to the Golf Course Property by Owners over the Course Access Point shall be denied until such maintenance, replacement, or repair is accomplished, to the Club's reasonable satisfaction. For example, if the gate is no longer operable, access to the Golf Course Property by Owners over the Course Access Point shall be denied until the gate is repaired to the Club's reasonable satisfaction.

The Course Access Point shall be gated and shall restrict access to Golf Course Property to those Owners that meet the following 3 criteria:

- (1) are full golf members of the Club;

(2) have entered into an access agreement with the Club in a form and with provisions acceptable to the Club ("**Access Agreement**"); and

(3) have a transponder required to open the gate(s) to the Course Access Point.

Owners that satisfy the three criteria in the previous sentence shall be granted access to the Golf Course Property from the Community over the Course Access Point. The Access Agreement between a member and the Club shall regulate, among other items, the type of cart that can be used over the Course Access Point; the route members use to access the clubhouse; and any fee structure, as determined by the Club. Furthermore, the Associations shall be responsible for granting transponders to Owners that qualify for sub (1) and sub (2) above. Owner's, who qualify, shall pay the Association in order to obtain a transponder from the Association. The Association agrees to annually provide to the Club a list of Owners who have been granted transponders from the Association. Finally, the Association and its Owners hereby hold the Club harmless and indemnify the Club and the Club's employees, officers, and agents from injuries incurred from use of the Course Access Point including injuries to persons (including death) and damage to personal and real property.


[Signature Page Follows]

DEVELOPER SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.

DEVELOPER:

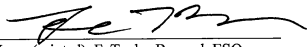
THE COMMUNITY OF BISHOPS
BAY LLC

By: 
Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 24th day of May, 2018, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said company.

FREDERICK TAYLOR BRENGEL
Notary Public
State of Wisconsin

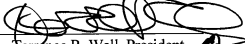

Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent

ASSOCIATION SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.

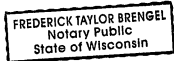
ASSOCIATION:

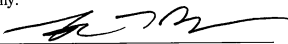
THE COMMUNITY OF BISHOPS
BAY HOME OWNERS ASSOCIATION,
INC.

By: 
Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 24th day of May, 2018, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay Home Owners Association, Inc., who executed the foregoing instrument, and acknowledged the same on behalf of said company.




Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent

CONSENT: Bishop's Bay Country Club, Inc., as current tenant of the Golf Course Property, hereby consents to the Course Access Point conditions contained in Section 2 of this Amendment.

Bishop's Bay Country Club, Inc.

By: James H. Metz, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 24th day of May, 2018, the above-named James Metz, and to me known to be the President of Bishop's Bay Country Club, Inc., who executed the foregoing instrument, and acknowledged the same on behalf of said company.

F. T. Brenzel
Name (printed): F. T. Brenzel
Notary Public, State of Wisconsin
My Commission: Perman



EXHIBIT 1

The Community of Bishops Bay, The Back Nine - Phase 1, in the City of Middleton, Dane County, Wisconsin.

The Community of Bishops Bay, The Back Nine - Phase 2, in the City of Middleton, Dane County, Wisconsin.

The Community of Bishops Bay, The Back Nine - Phase 3, in the City of Middleton, Dane County, Wisconsin.

The Community of Bishops Bay, The Back Nine - Phase 4, in the City of Middleton, Dane County, Wisconsin.

The Community of Bishops Bay, Farm & Prairie - Phase 5, Town of Westport, Dane County, Wisconsin.

Parcel numbers and Lot #:

PHASE 1

| | | |
|----|----------------------|-----------------|
| 1 | 5050 Augusta Dr. | 0809-314-2001-2 |
| 2 | 4408 Blackwolf Run | 0809-314-2012-2 |
| 3 | 4412 Blackwolf Run | 0809-314-2023-2 |
| 4 | 4416 Blackwolf Run | 0809-314-2032-2 |
| 5 | 4420 Blackwolf Run | 0809-314-2045-2 |
| 6 | 4424 Blackwolf Run | 0809-314-2056-2 |
| 7 | 4428 Blackwolf Run | 0809-314-2067-2 |
| 8 | 4425 Blackwolf Run | 0809-314-2078-2 |
| 9 | 4421 Blackwolf Run | 0809-314-2089-2 |
| 10 | 4417 Blackwolf Run | 0809-314-2100-2 |
| 11 | 4413 Blackwolf Run | 0809-314-2111-2 |
| 12 | 4409 Blackwolf Run | 0809-314-2122-2 |
| 13 | 5046 Augusta Dr. | 0809-314-2133-2 |
| 14 | 5042 Augusta Dr. | 0809-314-2144-2 |
| 15 | 4410 St. Andrews Dr. | 0809-314-2155-2 |
| 16 | 4414 St. Andrews Dr. | 0809-314-2166-2 |
| 17 | 4418 St. Andrews Dr. | 0809-314-2177-2 |

| | | |
|----|-----------------------|-----------------|
| 18 | 4422 St. Andrews Dr. | 0809-314-2188-2 |
| 19 | 4426 St. Andrews Dr. | 0809-314-2199-2 |
| 20 | 5030 Sawgrass Terrace | 0809-314-2210-2 |
| 21 | 5026 Sawgrass Terrace | 0809-314-2221-2 |
| 22 | 5022 Sawgrass Terrace | 0809-311-7022-2 |
| 23 | 5018 Sawgrass Terrace | 0809-311-7033-2 |
| 24 | 5019 Sawgrass Terrace | 0809-314-0504-2 |
| 25 | 5023 Sawgrass Terrace | 0809-314-0515-2 |
| 26 | 5027 Sawgrass Terrace | 0809-314-0526-2 |
| 27 | 5031 Sawgrass Terrace | 0809-314-0537-2 |
| 28 | 5035 Sawgrass Terrace | 0809-314-2238-2 |
| 29 | 5028 Augusta Dr. | 0809-314-2249-2 |
| 30 | 5024 Augusta Dr. | 0809-314-0550-2 |
| 31 | 5020 Augusta Dr. | 0809-314-0561-2 |
| 32 | 5021 Augusta Dr. | 0809-314-0572-2 |
| 33 | 5025 Augusta Dr. | 0809-314-0583-2 |
| 34 | 5029 Augusta Dr. | 0809-314-0594-2 |
| 35 | 5043 Augusta Dr. | 0809-314-2265-2 |
| 36 | 5047 Augusta Dr. | 0809-314-2276-2 |
| 37 | 5051 Augusta Dr. | 0809-314-2287-2 |

PHASE 2

| | | |
|----|-------------------------|-----------------|
| 45 | 4432 Blackwolf Run | 0809-311-5405-2 |
| 46 | 5058 Congressional Hill | 0809-311-5416-2 |
| 47 | 5054 Congressional Hill | 0809-311-5427-2 |
| 48 | 5050 Congressional Hill | 0809-311-5438-2 |
| 49 | 5046 Congressional Hill | 0809-311-5499-2 |
| 50 | 5042 Congressional Hill | 0809-311-5460-2 |
| 51 | 5038 Congressional Hill | 0809-311-5471-2 |
| 52 | 5034 Congressional Hill | 0809-311-5482-2 |
| 53 | 5030 Congressional Hill | 0809-311-7403-2 |
| 54 | 5026 Congressional Hill | 0809-311-7414-2 |
| 55 | 5022 Congressional Hill | 0809-311-7425-2 |

| | | |
|------|-------------------------|-----------------|
| 56 | 5018 Congressional Hill | 0809-311-7436-2 |
| 57 | 4938 St. Annes Dr. | 0809-311-7447-2 |
| 58 P | 4431 Back Nine Dr. | 0809-311-7458-2 |
| 59 P | 4427 Back Nine Dr. | 0809-311-7469-2 |
| 60 | 4423 Back Nine Dr. | 0809-311-7480-2 |
| 61 | 4419 Back Nine Dr. | 0809-311-7491-2 |
| 62 P | 4415 Back Nine Dr. | 0809-314-0662-2 |
| 63 P | 4937 Augusta Dr. | 0809-314-0673-2 |
| 64 P | 5017 Augusta Dr. | 0809-314-0684-2 |
| 65 P | 5016 Augusta Dr. | 0809-314-0695-2 |
| 66 P | 5015 Sawgrass Terrace | 0809-314-0706-2 |
| 67 P | 5014 Sawgrass Terrace | 0809-311-7517-2 |
| 68 P | 5021 St. Annes Dr. | 0809-311-7528-2 |
| 69 | 5025 St. Annes Dr. | 0809-311-7539-2 |
| 70 | 5029 St. Annes Dr. | 0809-311-7550-2 |
| 71 | 5033 St. Annes Dr. | 0809-311-7561-2 |
| 72 | 5037 St. Annes Dr. | 0809-311-5502-2 |
| 73 | 4430 St. Andrews Dr. | 0809-311-5513-2 |
| 74 | 4429 Blackwolf Run | 0809-311-5524-2 |
| 75 | 5059 Congressional Hill | 0809-311-5535-2 |
| 76 | 5055 Congressional Hill | 0809-311-5546-2 |
| 77 | 5051 Congressional Hill | 0809-311-5557-2 |
| 78 | 5047 Congressional Hill | 0809-311-5568-2 |
| 79 | 5043 Congressional Hill | 0809-311-5579-2 |
| 80 | 5039 Congressional Hill | 0809-311-5590-2 |
| 81 | 5035 Congressional Hill | 0809-311-5601-2 |
| 82 | 5027 Congressional Hill | 0809-311-7582-2 |
| 83 | 5023 Congressional Hill | 0809-311-7593-2 |
| 84 | 5019 Congressional Hill | 0809-311-7604-2 |
| 85 | 5024 St. Annes Dr. | 0809-311-7615-2 |
| 86 | 5028 St. Annes Dr. | 0809-311-7626-2 |
| 87 | 5032 St. Annes Dr. | 0809-311-5627-2 |
| 88 | 5036 St. Annes Dr. | 0809-311-5638-2 |

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|----|--------------------|-----------------|
| 89 | 5040 St. Annes Dr. | 0809-311-5649-2 |
|----|--------------------|-----------------|

Phase 3

| | | |
|-----|-------------------------|-----------------|
| 90 | 4934 St Annes Drive | 0809-311-6010-2 |
| 91 | 4926 St Annes Drive | 0809-311-6021-2 |
| 92 | 4922 St Annes Drive | 0809-311-6032-2 |
| 93 | 4918 St Annes Drive | 0809-311-6043-2 |
| 94 | 4912 St Annes Drive | 0809-311-6054-2 |
| 95 | 4880 Augusta Drive | 0809-311-6065-2 |
| 96 | 4876 Augusta Drive | 0809-311-6076-2 |
| 97 | 4872 Augusta Drive | 0809-311-6087-2 |
| 98 | 4917 Breakers Rock Road | 0809-311-6098-2 |
| 99 | 4921 Breakers Rock Road | 0809-311-6109-2 |
| 100 | 4927 Breakers Rock Road | 0809-311-6120-2 |
| 101 | 4922 Breakers Rock Road | 0809-311-6131-2 |
| 102 | 4918 Breakers Rock Road | 0809-311-142-2 |
| 103 | 4914 Breakers Rock Road | 0809-311-6153-2 |
| 104 | 4910 Breakers Rock Road | 0809-311-6164-2 |
| 105 | 4906 Breakers Rock Road | 0809-311-6175-2 |
| 106 | 4850 Breakers Rock Road | 0809-311-6186-2 |
| 107 | 4871 Augusta Drive | 0809-311-6197-2 |
| 108 | 4875 Augusta Drive | 0809-311-6208-2 |
| 109 | 4881 Augusta Drive | 0809-311-6219-2 |
| 110 | 4885 Augusta Drive | 0809-311-6230-2 |
| 111 | 4873 St Annes Drive | 0809-311-6241-2 |
| 112 | 4917 Augusta Drive | 0809-311-6252-2 |
| 113 | 4921 Augusta Drive | 0809-314-0003-2 |
| 114 | 4925 Augusta Drive | 0809-314-0014-2 |
| 115 | 4929 Augusta Drive | 0809-314-0025-2 |
| 116 | 4933 Augusta Drive | 0809-314-0036-2 |
| 117 | 4931 St Annes Drive | 0809-311-6277-2 |
| 118 | 4927 St Annes Drive | 0809-311-6288-2 |
| 119 | 4923 St Annes Drive | 0809-311-6299-2 |

| | | |
|-----|---------------------|-----------------|
| 120 | 4919 St Annes Drive | 0809-311-6310-2 |
| 121 | 4915 St Annes Drive | 0809-311-6321-2 |
| 122 | 4910 Augusta Drive | 0809-311-6332-2 |
| 123 | 4916 Augusta Drive | 0809-311-6343-2 |
| 124 | 4920 Augusta Drive | 0809-311-6354-2 |
| 125 | 4924 Augusta Drive | 0809-311-6365-2 |
| 126 | 4928 Augusta Drive | 0809-311-6376-2 |
| 127 | 4932 Augusta Drive | 0809-314-0057-2 |

Phase 4

| | | |
|-----|-------------------------|-----------------|
| 128 | 4846 Breakers Rock Road | 0809-322-4758-2 |
| 129 | 4842 Breakers Rock Road | 0809-322-4769-2 |
| 130 | 4834 Breakers Rock Road | 0809-32204780-2 |
| 131 | 4830 Breakers Rock Road | 0809-322-4791-2 |
| 132 | 4826 Breakers Rock Road | 0809-322-4802-2 |
| 133 | 4822 Breakers Rock Road | 0809-322-4813-2 |
| 134 | 4818 Breakers Rock Road | 0809-322-4824-2 |
| 135 | 4801 St Annes Drive | 0809-322-4835-2 |
| 136 | 4805 St Annes Drive | 0809-322-4846-2 |
| 137 | 4809 St Annes Drive | 0809-322-4857-2 |
| 138 | 4813 St Annes Drive | 0809-322-4868-2 |
| 139 | 4817 St Annes Drive | 0809-322-4879-2 |
| 140 | 4821 St Annes Drive | 0809-322-4890-2 |
| 141 | 4837 St Annes Drive | 0809-322-4901-2 |
| 142 | 4845 St Annes Drive | 0809-322-4912-2 |
| 143 | 4849 St Annes Drive | 0809-322-4923-2 |
| 144 | 4853 St Annes Drive | 0809-322-4934-2 |
| 145 | 4857 St Annes Drive | 0809-322-4945-2 |
| 146 | 4841 Breakers Rock Road | 0809-322-4956-2 |
| 147 | 4835 Breakers Rock Road | 0809-322-4967-2 |
| 148 | 4827 Breakers Rock Road | 0809-322-4978-2 |
| 149 | 4823 Breakers Rock Road | 0809-322-4989-2 |
| 150 | 4819 Breakers Rock Road | 0809-322-5000-2 |

| | | |
|-----|------------------------|-----------------|
| 151 | 4832 Crystal Downs Way | 0809-322-5011-2 |
| 152 | 4836 Crystal Downs Way | 0809-322-5022-2 |
| 153 | 4840 Crystal Downs Way | 0809-322-5033-2 |
| 154 | 4844 Crystal Downs Way | 0809-322-5044-2 |
| 155 | 4843 Crystal Downs Way | 0809-322-5055-2 |
| 156 | 4839 Crystal Downs Way | 0809-322-5066-2 |
| 157 | 4833 Crystal Downs Way | 0809-322-5077-2 |
| 158 | 4829 Crystal Downs Way | 0809-322-5088-2 |
| 159 | 4804 St Annes Drive | 0809-322-5099-2 |
| 160 | 4808 St Annes Drive | 0809-322-5110-2 |
| 161 | 4812 St Annes Drive | 0809-322-5121-2 |
| 162 | 4818 St Annes Drive | 0809-322-5132-2 |
| 163 | 4840 St Annes Drive | 0809-322-5143-2 |
| 164 | 4846 St Annes Drive | 0809-322-5154-2 |
| 165 | 4850 St Annes Drive | 0809-322-5165-2 |
| 166 | 4854 St Annes Drive | 0809-322-5176-2 |
| 167 | 4858 St Annes Drive | 0809-322-5187-2 |

Phase 5

| | | |
|-----|--|-----------------|
| 168 | | 0809-321-0008-0 |
| 169 | | 0809-321-0019-0 |
| 170 | | 0809-321-0030-0 |
| 171 | | 0809-321-0041-0 |
| 172 | | 0809-321-0052-0 |
| 173 | | 0809-321-0063-0 |
| 174 | | 0809-321-0074-0 |
| 175 | | 0809-321-0085-0 |
| 176 | | 0809-321-0096-0 |
| 177 | | 0809-321-6007-0 |

| | | |
|-----|--|-----------------|
| 178 | | 0809-321-6018-0 |
| 179 | | 0809-321-6029-0 |
| 180 | | 0809-321-0110-0 |
| 181 | | 0809-321-0121-0 |
| 182 | | 0809-321-0132-0 |
| 183 | | 0809-321-0143-0 |
| 184 | | 0809-321-0154-0 |
| 185 | | 0809-321-0165-0 |
| 186 | | 0809-321-0176-0 |
| 187 | | 0809-321-0187-0 |
| 188 | | 0809-321-0198-0 |
| 189 | | 0809-321-0209-0 |
| 190 | | 0809-321-0220-0 |
| 191 | | 0809-321-0231-0 |
| 192 | | 0809-321-0242-0 |
| 193 | | 0809-321-0253-0 |
| 194 | | 0809-321-0264-0 |
| 195 | | 0809-321-2005-0 |
| 196 | | 0809-321-2016-0 |
| 197 | | 0809-321-4007-0 |
| 198 | | 0809-321-4018-0 |
| 199 | | 0809-321-4029-0 |
| 200 | | 0809-321-2030-0 |
| 201 | | 0809-321-2041-0 |
| 202 | | 0809-321-2052-0 |
| 203 | | 0809-321-2063-0 |
| 204 | | 0809-321-4054-0 |
| 205 | | 0809-321-4065-0 |
| 206 | | 0809-321-6046-0 |
| 207 | | 0809-321-6057 |
| 208 | | 0809-321-6068-0 |
| 209 | | 0809-321-6079-0 |
| 210 | | 0809-321-6090-0 |

| | | |
|-----|--|-----------------|
| 211 | | 0809-321-6101-0 |
| 212 | | 0809-321-6112-0 |
| 213 | | 0809-321-6123-0 |
| 214 | | 0809-321-6134-0 |
| 215 | | 0809-321-6145-0 |
| 216 | | 0809-321-6156-0 |
| 217 | | 0809-321-6167-0 |
| 218 | | 0809-321-6178-0 |
| 219 | | 0809-321-6189-0 |
| 220 | | 0809-321-6200-0 |
| 221 | | 0809-321-6211-0 |
| 222 | | 0809-321-6222-0 |
| 223 | | 0809-321-6233-0 |
| 224 | | 0809-321-6244-0 |
| 225 | | 0809-321-6255-0 |
| 226 | | 0809-321-6266-0 |
| 227 | | 0809-321-6277-0 |
| 228 | | 0809-321-6288-0 |
| 229 | | 0809-321-6299-0 |
| 230 | | 0809-321-6310-0 |
| 231 | | 0809-321-6321-0 |
| 232 | | 0809-321-6332-0 |
| 233 | | 0809-321-6343-0 |
| 234 | | 0809-321-6354-0 |
| 235 | | 0809-321-6365-0 |
| 236 | | 0809-321-6376-0 |
| 237 | | 0809-321-6387-0 |
| 238 | | 0809-321-6398-0 |
| 239 | | 0809-321-6409-0 |
| 240 | | 0809-321-6420-0 |
| 241 | | 0809-321-6431-0 |
| 242 | | 0809-321-6442-0 |
| 243 | | 0809-321-6453-0 |

| | | |
|-----|--|-----------------|
| 244 | | 0809-321-6464-0 |
| 245 | | 0809-321-6475-0 |
| 246 | | 0809-321-6486-0 |
| 247 | | 0809-321-6497-0 |
| 248 | | 0809-321-6508-0 |
| 249 | | 0809-321-6519-0 |
| 250 | | 0809-321-6530-0 |
| 251 | | 0809-321-6541-0 |
| 252 | | 0809-321-6552-0 |
| 253 | | 0809-321-6563-0 |

Outlots

| | | |
|-----------|--|-----------------|
| Outlot | Between Callaway and Lot 37 | 0809-314-2375-2 |
| Outlot 1 | Lucille Park | 0809-314-2520-2 |
| Outlot 2 | Land next to park | 0809-314-2565-2 |
| Outlot 3 | Monument sign land | 0809-314-2610-2 |
| Outlot 5 | | 0809-314-0750-2 |
| Outlot 6 | Sliver in front of Outlot 7 | 0809-311-4000-2 |
| Outlot 7 | Park land behind Con Hill over to cul de sac | 0809-311-6425-2 |
| Outlot 8 | 4930 St. Annes Dr. (outlot behind lot 95) | 0809-311-6450-2 |
| Outlot 9 | Land between lots - 100 & 101 | 0809-311-6475-2 |
| Outlot 10 | Land at end of Phase 3 extending north | 0809-311-6500-2 |
| Outlot 11 | Land between lots - 107 & 108 | 0809-311-6525-2 |
| Outlot 12 | Detention Pond - Phase 3 | 0809-311-6550-2 |
| Outlot 13 | 4838 Breakers Rock Road (p4, Between lots 129 & 130) | 0809-322-5200-2 |
| Outlot 14 | 4831 Breakers Rock Road | 0809-322-5225-2 |
| Outlot 15 | 4821 Crystal Downs Way | 0809-322-5250-2 |
| Outlot 17 | | 0809-321-0300 |
| Outlot 18 | | 0809-321-6600-0 |
| Outlot 19 | | 0809-321-0325-0 |
| Outlot 20 | | 0809-321-0350-0 |
| Outlot 21 | | 0809-321-0375-0 |
| Outlot 22 | | 0809-321-2100-0 |

| | | |
|-----------|--|-----------------|
| Outlot 23 | | 0809-321-2125-0 |
| Outlot 24 | | 0809-321-4100-0 |
| Outlot 25 | | 0809-321-6625-0 |
| Outlot 26 | | 0809-321-6650-0 |
| Outlot 27 | | 0809-321-6675-0 |
| Outlot 28 | | 0809-321-6700-0 |
| Outlot 29 | | 0809-321-6725-0 |
| Outlot 30 | | 0809-321-6750-0 |
| Outlot 31 | | 0809-321-6775-0 |
| Outlot 32 | | 0809-321-4125-0 |

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Callaway Court / Paragon Place

| | | |
|----------|-----------------------|-----------------|
| 38 | 4329 Callaway Ct. | 0809-314-2298-2 |
| 39 | 4325 Callaway Ct. | 0809-314-2309-2 |
| 1 | Callaway Ct. Addn | 0809-314-3101-2 |
| 2 | Callaway Ct. Addn | 0809-314-3112-2 |
| 3 | Callaway Ct. Addn | 0809-314-4003-2 |
| 4 | Callaway Ct. Addn | 0809-314-4014-2 |
| 5 | Callaway Ct. Addn | 0809-314-4025-2 |
| 6 | Callaway Ct. Addn | 0809-314-4036-2 |
| 7 | Callaway Ct. Addn | 0809-314-4047-2 |
| 8 | Callaway Ct. Addn | 0809-314-4058-2 |
| 9 | Callaway Ct. Addn | 0809-314-4069-2 |
| Outlot 1 | Callaway Ct. Addn | 0809-314-3150-2 |
| 42 | 5262 Bishops Bay Pkwy | 0809-314-2315-2 |

| | | |
|----|-----------------------|-----------------|
| 43 | 5240 Bishops Bay Pkwy | 0809-314-2333-2 |
| 44 | 5216 Bishops Bay Pkwy | 0809-314-2344-2 |

Land Holdings

Bishops Bay Land Holdings LLC

| | |
|-------------------|-----------------|
| City of Middleton | 0809-304-9001-2 |
| City of Middleton | 0809-304-9501-2 |
| Town of Westport | 0809-321-8002-0 |
| City of Middleton | 0809-322-8002-0 |
| City of Middleton | 0809-322-8076-2 |

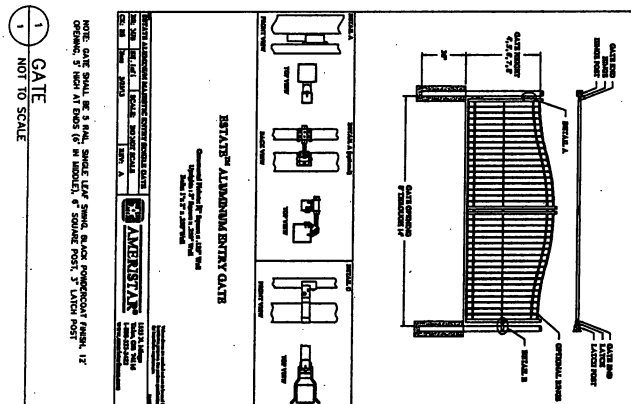
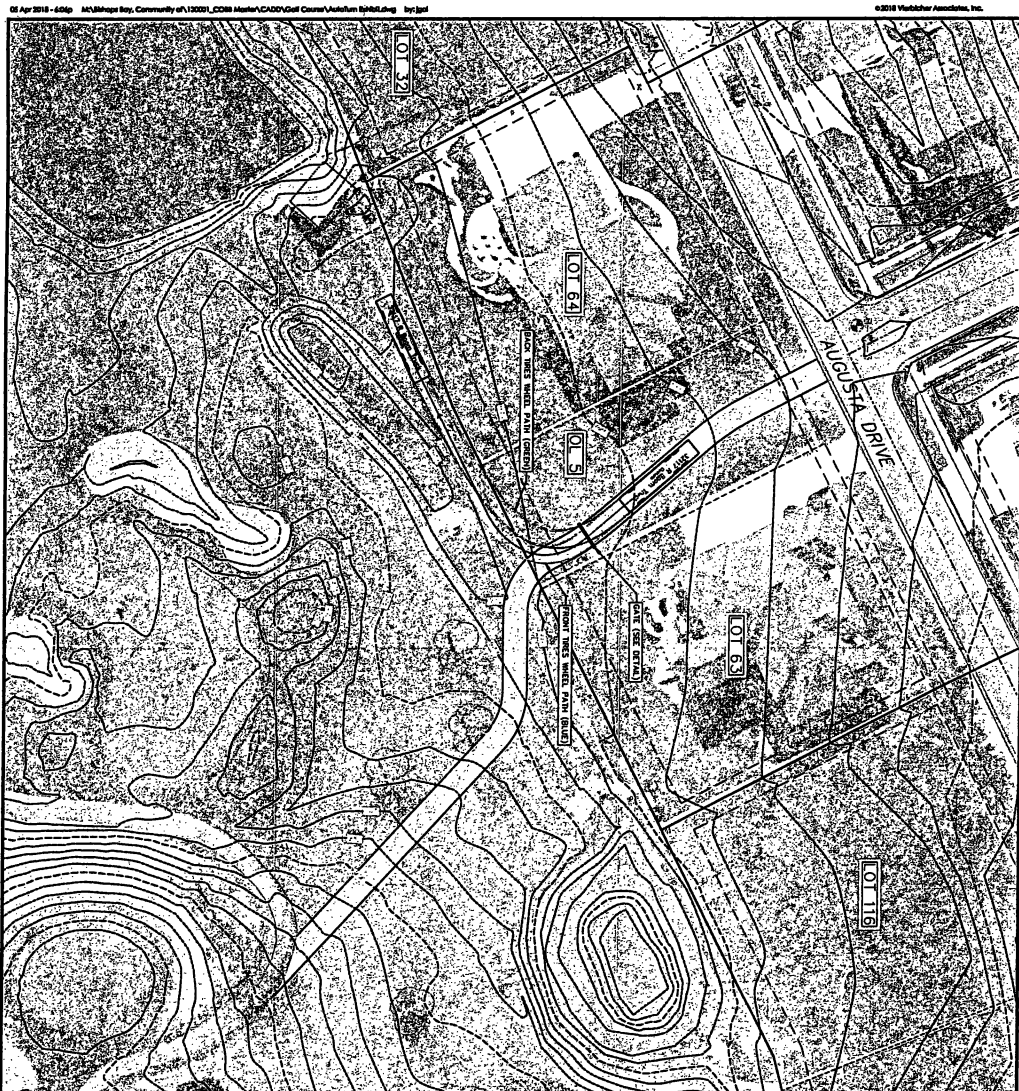
Paulson Investments LLC

| | |
|-------------------|-----------------|
| City of Middleton | 0809-311-8002-2 |
| City of Middleton | 0809-311-8502-2 |
| City of Middleton | 0809-311-9014-2 |
| City of Middleton | 0809-311-9504-2 |
| City of Middleton | 0809-322-8573-2 |
| City of Middleton | 0809-322-9074-2 |

The Wisconsin Foundation Inc.

| | |
|-------------------|-----------------|
| City of Middleton | 0809-293-9320-2 |
|-------------------|-----------------|

Plans & Specifications



Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

Authorized by:

h

32010522

AutoTurn Exhibit
The Community of Bishops Bay
City of Middleton
Dane County, Wisconsin

vierbicher
planners | engineers | advisors
Phone: (800) 241-2898



DocId:10141057

Tx:9384975

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5817819

03/10/2022 11:11 AM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 5

**SEVENTH AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS FOR
THE COMMUNITY OF BISHOPS BAY**

**(Spreader over Additional Property)
-Phase 6-**

Drafted By & Return to:
F. Taylor Brengel
The Community of Bishops Bay
P.O. Box 620037
Middleton, WI 53562

See Exhibit A
Parcel Numbers

THIS SIXTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE COMMUNITY OF BISHOPS BAY (this "Amendment") is executed as of the 9 day of March, 2022, by those parties signing below.

RECITALS:

A. The Community of Bishops Bay LLC (the "Developer") executed that certain Declaration of Protective Covenants for the Community of Bishops Bay (the "Declaration") on December 12, 2012 and recorded the same with the Dane County Register of Deeds as Document No. 4942536 on December 14, 2012 which was amended by First Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of May 18, 2015 and recorded with the Dane County Register of Deeds as Document No. 5152619 on May 19, 2015, further amended by Second Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of August 5, 2015 and recorded with the Dane County Register of Deeds as Document No. 5174380 on August 5, 2015, further amended by Third Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of December 3, 2015 and recorded with the Dane County Register of Deeds as Document No. 5204804 on December 21, 2015, and further amended by Fourth Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of October 10, 2016 and recorded with the Dane County Register of Deeds as Document No. 5285951 on November 21, 2016, and further amended by Fifth Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of February 28, 2018 and recorded with the Dane County Register of Deeds as Document No. 5397252 on March 23, 2018, and further amended by Sixth Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of May 24, 2018 and recorded with the Dane County Register of Deeds as Document No. 5451961 on November 1, 2018 (as such document has been or may be further amended from

time to time, the "Declaration"). The Declaration affects all of the real property described in Exhibit A thereto (the "Declared Property").

B. The Developer desires to cause the Declaration to be spread over additional property described on Exhibit A attached hereto, which property together with the Declared Property shall be referred to herein as the "Property."

C. Section 9.02(a) of the Declaration states that, during the period when the Developer has the sole right to appoint all of the directors and officers of the Community of Bishops Bay Home Owners Association, Inc. (the "Association"), the Declaration may be amended unilaterally by the Developer pursuant to a written recorded instrument.

D. The Association is constituted by directors and officers appointed by the Developer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend the Declaration as follows:

1 The above Recitals are hereby incorporated and made a part of this Amendment.

2 Modifying Recital A of the Declaration, the "Property" is hereby amended to mean the lands described as the Declared Property adding thereto the lands described on Exhibit A hereto.

[Signature Page Follows]

DEVELOPER SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.

DEVELOPER:

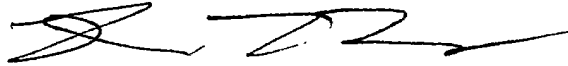
THE COMMUNITY OF BISHOPS
BAY LLC

By: 

Terrence R. Wall, President 

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 9th day of March, 2022, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said company.



Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent

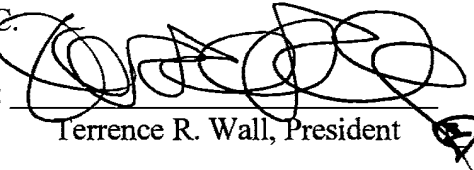
FREDERICK TAYLOR BRENGEL
Notary Public
State of Wisconsin

ASSOCIATION SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.

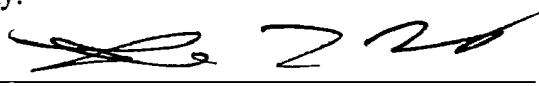
ASSOCIATION:

THE COMMUNITY OF BISHOPS
BAY HOME OWNERS ASSOCIATION,
INC.

By: 
Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 9th day of March, 2022, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay Home Owners Association, Inc., who executed the foregoing instrument, and acknowledged the same on behalf of said company.


Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent

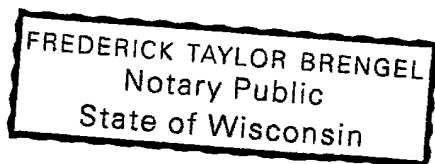


EXHIBIT A

Legal Description of Lands becoming a Part of the Property
(Added to the Declaration)

Lots 256 through 297, inclusive, and Outlots 33-38, inclusive, The Community of Bishops Bay, Woods & Prairie Estates - Phase 6, as recorded in Volume 61-057B of Plats, on Pages 341-350, as Document Number 5814271, Dane County Registry, located in the SE ¼ - NW ¼, and the NE ¼ - SW ¼, all in Section 32, Township 08 North, Range 09 East, Town of Westport, Dane County, Wisconsin.

Tax Parcel Numbers:

| Lot # | Parcel # |
|-------|-----------------|
| 256 | 0809-321-4156-0 |
| 257 | 0809-321-4167-0 |
| 258 | 0809-321-4178-0 |
| 259 | 0809-321-4189-0 |
| 260 | 0809-321-4190-0 |
| 261 | 0809-321-4201-0 |
| 262 | 0809-321-4212-0 |
| 263 | 0809-321-4223-0 |
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| 265 | 0809-321-0445-0 |
| 266 | 0809-321-0456-0 |
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| 276 | 0809-321-6876-0 |
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| | |
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| 283 | 0809-321-6943-0 |
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| 292 | 0809-321-6987-0 |
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| 294 | 0809-321-7010-0 |
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| 296 | 0809-321-7032-0 |
| 297 | 0809-321-7043-0 |
| Outlot 33 | 0809-321-4234-0 |
| Outlot 34 | 0809-321-4245-0 |
| Outlot 35 | 0809-321-0554-0 |
| Outlot 36 | 0809-321-7054-0 |
| Outlot 37 | 0809-321-7065-0 |
| Outlot 38 | 0809-321-7076-0 |



DocId:310250300

T: 9442960

~~Final~~ Eighth Amendment to
Declaration of Protective
Covenants for the Community of Bishops
Bay

Document Number

Document Title

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #

5880927

01/05/2023 09:02 AM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 11

Recording Area

Name and Return Address

F. Taylor Brengel
The Community of Bishops
Bay
PO Box 620037 Middleton, WI 53562

See Exhibit A

Parcel Identification Number (PIN)

(10)

**EIGHTH AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
THE COMMUNITY OF BISHOPS BAY**

(Votes Per Dwelling Units)

Drafted By & Return to:
F. Taylor Brengel
The Community of Bishops
Bay
P.O. Box 620037
Middleton, WI 53562

See Exhibit A
Parcel Numbers

THIS EIGHTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE COMMUNITY OF BISHOPS BAY (this "Amendment") is executed as of the 12th day of December, 2022, by those parties signing below.

RECITALS:

A. The Community of Bishops Bay LLC (the "Developer") executed that certain Declaration of Protective Covenants for the Community of Bishops Bay (the "Declaration") on December 12, 2012 and recorded the same with the Dane County Register of Deeds as Document No. 4942536 on December 14, 2012 which was amended by First Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of May 18, 2015 and recorded with the Dane County Register of Deeds as Document No. 5152619 on May 19, 2015, further amended by Second Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of August 5, 2015 and recorded with the Dane County Register of Deeds as Document No. 5174380 on August 5, 2015, further amended by Third Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of December 3, 2015 and recorded with the Dane County Register of Deeds as Document No. 5204804 on December 21, 2015, and further amended by Fourth Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of October 10, 2016 and recorded with the Dane County Register of Deeds as Document No. 5285951 on November 21, 2016, and further amended by Fifth Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of February 28, 2018 and recorded with the Dane County Register of Deeds as Document No. 5397252 on March 23, 2018, and further amended by Sixth Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of May 24, 2018 and recorded with the Dane County Register of Deeds as Document No. 5451961 on November 1, 2018 and further amended by Seventh Amendment to Declaration of Protective Covenants for the Community of Bishops Bay dated as of March 9, 2022 and recorded with the Dane County Register of Deeds as Document No. 5817819 on March 10, 2022 (as such document has been or may be further amended from time to time, the

"Declaration"). The Declaration affects all of the real property described in Exhibit A thereto (the "Declared Property").

B. The Association is constituted by directors and officers appointed by the Developer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend the Declaration as follows:

1. **Multi-Dwelling Voting.** Effective January 1, 2023, Section 2 of the Third Amendment to the Declaration is hereby deleted in its entirety. The effect of this deletion results in voting for multi-unit lots reverting back to Section 6.01 of the original Declaration (i.e., one vote per four dwelling units instead of one vote per three dwelling units in the Third Amendment).
2. The above Recitals are hereby incorporated and made a part of this Amendment.

DEVELOPER SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.

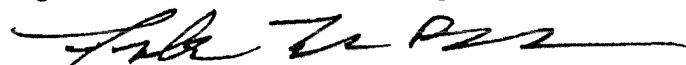
DEVELOPER:

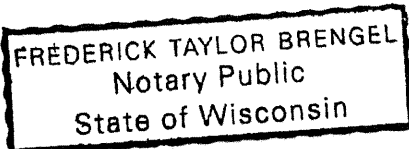
THE COMMUNITY OF BISHOPS
BAY LLC

By: 
Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 12th day of December, 2022, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said company.


Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent



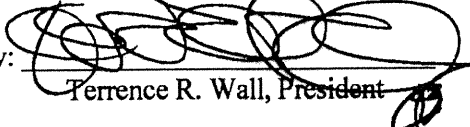
ASSOCIATION SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment is executed by the undersigned as of the date first above written.

ASSOCIATION:

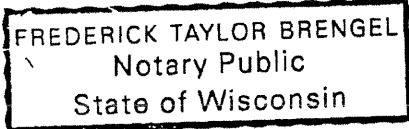
THE COMMUNITY OF BISHOPS
BAY HOME OWNERS ASSOCIATION, INC.

By:


Terrence R. Wall, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 12th day of December, 2022, the above-named Terrence R. Wall, and to me known to be the President of The Community of Bishops Bay Home Owners Association, Inc., who executed the foregoing instrument, and acknowledged the same on behalf of said company.



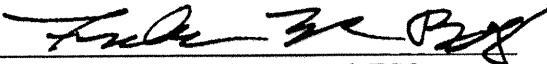

Name (printed): F. Taylor Brengel, ESQ.
Notary Public, State of Wisconsin
My Commission: Permanent

EXHIBIT A

Legal Description of the Property subject to the Declaration as amended

Legal Description:

Lots 1 through 37, inclusive, and Outlots 1-4, inclusive, The Community of Bishops Bay, The Back Nine - Phase 1, in the City of Middleton, Dane County, Wisconsin.

Lots 45 through 89, inclusive, and Outlot 5, inclusive, The Community of Bishops Bay, The Back Nine - Phase 2, in the City of Middleton, Dane County, Wisconsin.

Lots 90 through 127, inclusive, and Outlots 6-12, inclusive, The Community of Bishops Bay, The Back Nine - Phase 3, in the City of Middleton, Dane County, Wisconsin.

Lots 128 through 167, inclusive, and Outlots 13-16, inclusive, The Community of Bishops Bay, The Back Nine - Phase 4, in the City of Middleton, Dane County, Wisconsin.

Lots 168 through 253, inclusive, and Outlots 17-32, inclusive, The Community of Bishops Bay, Farm & Prairie - Phase 5, Town of Westport, Dane County, Wisconsin.

Lots 256 through 297, inclusive, and Outlots 33-38, inclusive, The Community of Bishops Bay, Woods & Prairie Estates - Phase 6, Town of Westport, Dane County, Wisconsin.

Tax Parcel Numbers:

| Lot | Parcel # |
|-----|-----------------|
| 1 | 0809-314-2001-2 |
| 2 | 0809-314-2012-2 |
| 3 | 0809-314-2023-2 |
| 4 | 0809-314-2032-2 |
| 5 | 0809-314-2045-2 |
| 6 | 0809-314-2056-2 |
| 7 | 0809-314-2067-2 |
| 8 | 0809-314-2078-2 |
| 9 | 0809-314-2089-2 |
| 10 | 0809-314-2100-2 |
| 11 | 0809-314-2111-2 |
| 12 | 0809-314-2122-2 |
| 13 | 0809-314-2133-2 |
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| 16 | 0809-314-2166-2 |
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| 18 | 0809-314-2188-2 |
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| 20 | 0809-314-2210-2 |
| 21 | 0809-314-2221-2 |
| 22 | 0809-311-7022-2 |
| 23 | 0809-311-7033-2 |
| 24 | 0809-314-0504-2 |
| 25 | 0809-314-0515-2 |
| 26 | 0809-314-0526-2 |
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| 34 | 0809-314-0594-2 |
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| 49 | 0809-311-5499-2 |
| 50 | 0809-311-5460-2 |
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| 56 | 0809-311-7436-2 |
| 57 | 0809-311-7447-2 |
| 58 | 0809-311-7458-2 |
| 59 | 0809-311-7469-2 |
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| 63 P | 0809-314-0673-2 |
| 64 P | 0809-314-0684-2 |

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| 67 P | 0809-311-7517-2 |
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| 89 | 0809-311-5649-2 |
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| 244 | 0809-321-6464-0 |
| 245 | 0809-321-6475-0 |
| 246 | 0809-321-6486-0 |
| 247 | 0809-321-6497-0 |
| 248 | 0809-321-6508-0 |
| 249 | 0809-321-6519-0 |
| 250 | 0809-321-6530-0 |
| 251 | 0809-321-6541-0 |
| 252 | 0809-321-6552-0 |
| 253 | 0809-321-6563-0 |

| Lot | Parcel # |
|-----|-----------------|
| 256 | 0809-321-4156-0 |
| 257 | 0809-321-4167-0 |
| 258 | 0809-321-4178-0 |
| 259 | 0809-321-4189-0 |
| 260 | 0809-321-4190-0 |
| 261 | 0809-321-4201-0 |
| 262 | 0809-321-4212-0 |
| 263 | 0809-321-4223-0 |
| 264 | 0809-321-0434-0 |
| 265 | 0809-321-0445-0 |
| 266 | 0809-321-0456-0 |
| 267 | 0809-321-0467-0 |
| 268 | 0809-321-0478-0 |
| 269 | 0809-321-0489-0 |
| 270 | 0809-321-6810-0 |
| 271 | 0809-321-6821-0 |
| 272 | 0809-321-6832-0 |
| 273 | 0809-321-6843-0 |
| 274 | 0809-321-6854-0 |
| 275 | 0809-321-6865-0 |
| 276 | 0809-321-6876-0 |
| 277 | 0809-321-6887-0 |
| 278 | 0809-321-6898-0 |
| 279 | 0809-321-6899-0 |
| 280 | 0809-321-6910-0 |
| 281 | 0809-321-6921-0 |
| 282 | 0809-321-6932-0 |
| 283 | 0809-321-6943-0 |
| 284 | 0809-321-6954-0 |
| 285 | 0809-321-6965-0 |
| 286 | 0809-321-0490-0 |
| 287 | 0809-321-0510-0 |
| 288 | 0809-321-0521-0 |
| 289 | 0809-321-0532-0 |
| 290 | 0809-321-0543-0 |
| 291 | 0809-321-6976-0 |
| 292 | 0809-321-6987-0 |
| 293 | 0809-321-6998-0 |
| 294 | 0809-321-7010-0 |
| 295 | 0809-321-7021-0 |
| 296 | 0809-321-7032-0 |
| 297 | 0809-321-7043-0 |

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| Lot | Parcel Number |
|-----------|------------------------|
| Outlot 1 | 0809-314-2375-2 |
| Outlot 2 | 0809-314-2400-2 |
| Outlot 3 | 0809-314-2425-2 |
| Outlot 4 | 0809-314-2450-2 |
| Outlot 5 | 0809-314-0750-2 |
| Outlot 6 | 0809-311-6425-2 |
| Outlot 7 | 0809-311-4000-2 |
| Outlot 8 | 0809-311-6450-2 |
| Outlot 9 | 0809-311-6475-2 |
| Outlot 10 | <u>0809-311-6500-2</u> |
| Outlot 11 | <u>0809-311-6525-2</u> |
| Outlot 12 | <u>0809-311-6550-2</u> |
| Outlot 13 | 0809-322-5200-2 |
| Outlot 14 | 0809-322-5225-2 |
| Outlot 15 | 0809-322-5250-2 |
| Outlot 17 | 0809-321-0300 |
| Outlot 18 | 0809-321-6600-0 |
| Outlot 19 | 0809-321-0325-0 |
| Outlot 20 | 0809-321-0350-0 |
| Outlot 21 | 0809-321-0375-0 |
| Outlot 22 | 0809-321-2100-0 |
| Outlot 23 | 0809-321-2125-0 |
| Outlot 24 | 0809-321-4100-0 |
| Outlot 25 | 0809-321-6625-0 |
| Outlot 26 | 0809-321-6650-0 |
| Outlot 27 | 0809-321-6675-0 |
| Outlot 28 | 0809-321-6700-0 |
| Outlot 29 | 0809-321-6725-0 |
| Outlot 30 | 0809-321-6750-0 |
| Outlot 31 | 0809-321-6775-0 |
| Outlot 32 | 0809-321-4125-0 |
| Outlot 33 | 0809-321-4234-0 |

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|-----------|-----------------|
| Outlot 34 | 0809-321-4245-0 |
| Outlot 35 | 0809-321-0554-0 |
| Outlot 36 | 0809-321-7054-0 |

| | |
|-----------|-----------------|
| Outlot 37 | 0809-321-7065-0 |
| Outlot 38 | 0809-321-7076-0 |