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Tx:8906783

**ATTACHMENT A**

**COVENANTS AND DEED RESTRICTIONS  
RELATING TO TREE PRESERVATION**

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5379820  
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These Covenants and Deed Restrictions are made as of this 6<sup>th</sup> day of October, 2017, by Oregon Parks Development, Inc. (the "Owner").

**RECITALS**

- A. Owner is the fee simple owner of Lots 86 through 128 in the plat of Oregon Parks Neighborhood Addition (the "Property").
- B. Owner applied to the Village of Oregon (the "Village") to subdivide and develop the Property. The Village has approved a plat for the Property conditioned upon Owner satisfying certain conditions, including a condition that Owner execute and record these Covenants and Deed Restrictions relating to the preservation of trees within the Property.

RETURN TO:  
Matthew P. Dregne  
Stafford Rosenbaum LLP  
P.O. Box 1784  
Madison, WI 53701-1784

P.I.N.  
165/0509-023-8704-1; 165/0509-023-8112-1;  
165/0509-023-8120-1; 165/0509-023-8841-1

NOW, THEREFORE, in consideration of the mutual benefits passing to and from Owner and those who may thereafter purchase or own the Property (or any portion of the Property), Owner declares as follows:

- 1. Preservation of Trees.
  - A. *Preservation of Protected Trees and the Woodland Character of the Property.* There are currently 453 protected trees within the Property. The table below lists the number of trees currently located on each lot, the number of trees expected to be removed during construction, and the minimum number of trees that must remain on each lot. Owner shall preserve not less than the minimum number of trees to remain on each lot within the Property as shown on the following table:

<b>Lot #</b>	<b>Current Trees</b>	<b>Trees Planned to Be Removed</b>	<b>Minimum Remaining</b>
86	0	0	0
87	0	0	0
88	0	0	0
89	0	0	0
90	0	0	0
91	0	0	0
92	14	7	7
93	9	2	7
94	11	6	5
95	5	4	1
96	4	2	2
97	1	0	1
98	6	3	3
99	7	4	3
100	13	7	6
101	39	6	33
102	31	3	28
103	19	3	16
104	26	6	20
105	0	0	0
106	0	0	0
107	0	0	0
108	0	0	0
109	0	0	0
110	0	0	0
111	0	0	0
112	0	0	0
113	0	0	0
114	8	0	8
115	4	0	4
116	0	0	0
117	20	5	15
118	26	6	20
119	20	6	14
120	15	4	11
121	8	2	6
122	6	0	6
123	0	0	0
124	10	0	10
125	65	0	65
126	8	2	6
127	7	2	5
128	18	6	12
ROW	35	35	0
OL-9 bike	2	2	0

OL-13 det	5	5	0
Nwood	8	0	8
<b>Totals</b>	<b>453</b>	<b>134</b>	<b>319</b>

B. *Replacement of Lost Trees.* If the number of trees on each Lot falls below the minimum number of trees to be preserved, as set forth in section 1. A. above, because one or more trees is cut or otherwise dies for any reason, such tree or trees shall be replaced by the then current owner of the Lot with any of the species listed among the climax trees specified in Section 17-611 of the Village Code, and as that section may be amended from time to time, having a caliper of not less than 2½ inches, until the required minimum number of trees is restored on the lot. Replacement trees shall be planted within 12 months after an existing tree is cut or dies.

2. **SUBSEQUENT TRANSFERS OF PROPERTY / SUBORDINATION.**

Owner agrees to incorporate by reference the terms of these Covenants and Deed Restrictions in any deed or other legal instrument by which it divests itself of the Property or any lot or lots within the Property. As lots are sold, assigned or otherwise conveyed to Owner's successors and assigns, the new owner(s) of each lot shall be obligated only to preserve and replace the minimum number of existing protected trees as provided in Section 1 above.

3. **GENERAL PROVISIONS.**

A. *Controlling Law.* The interpretation and performance of these Covenants and Deed Restrictions shall be governed by the laws of the State of Wisconsin.

B. *Successors Bound.* The covenants, terms, conditions, and restrictions of these Covenants and Deed Restrictions shall run with the land and be binding upon and inure to the benefit of the parties hereto, the Village of Oregon, and their respective successors and assigns.

C. *Authority of Signatures.* The individuals executing these Covenants and Deed Restrictions by Owner warrant and represent they are duly authorized to execute and deliver these Covenants and Deed Restrictions.

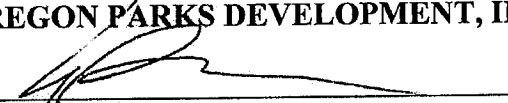
- D. *Enforcement.* These Covenants and Deed Restrictions are enforceable in law or in equity by the Village against Owner or against any party who acquires any part of the Property. In the event the Village is required to take action to enforce the terms of these Covenants and Deed Restrictions, the enforcing party shall be entitled to recover all of its actual costs and expenses, including its actual attorney and expert witness fees.
- E. *Waiver of Certain Defenses.* Owner hereby waives any defense of laches, estoppel, prescription, or adverse possession.
- F. *Termination; Amendment.* These Covenants and Deed Restrictions shall not be terminated or amended without the prior written consent of the Village, which written consent shall be effective only if recorded with the Dane County Register of Deeds.
- G. *Village as Beneficiary and Access Rights.* Owner expressly acknowledges and agrees that these Covenants and Deed Restrictions are intended to benefit the Village and further acknowledges that the Village is a beneficiary of these Covenants and Deed Restrictions and has the right to enforce the terms and conditions of these Covenants and Deed Restrictions. The Village shall have the right to enter the Property or any part thereof for the purpose of determining compliance with these Covenants and Deed Restrictions.
- H. *Enforcement Discretion.* Enforcement of the terms of these Covenants and Deed Restrictions shall be at the discretion of the Village, and any forbearance by the Village to exercise its rights under these Covenants and Deed Restrictions in the event of any breach of any term of these Covenants and Deed Restrictions by Owner shall not be deemed or construed to be a waiver by the Village of any subsequent breach of the same or any other terms of these Covenants and Deed Restrictions or of any of the Village's rights under these Covenants and Deed Restrictions. No delay or omission by the Village in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver.
- I. *Recording.* Owner shall record these Covenants and Deed Restrictions with the Dane County Register of Deeds at its sole cost and expense. The Village may re-record these Covenants and Deed

Restrictions with the Dane County Register of Deeds at any time at its sole cost and expense.

- J. *Definition of Owner.* Owner and Owner's heirs, successors and assigns shall be considered the "Owner" for purposes of these Covenants and Deed Restrictions.
- K. *Authority.* Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party.

IN WITNESS WHEREOF, Owner has executed these Covenants and Deed Restrictions as of the year and date first written above.

**OREGON PARKS DEVELOPMENT, INC.**

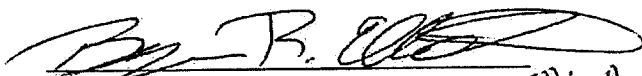
By   
Kyo Ladopoulos, Secretary

*ACKNOWLEDGMENT*

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this 6<sup>th</sup> day of October, 2017, the above-named Kyo Ladopoulos, Secretary of the above-named Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

  
Print Name Bryan R. Elliott  
Notary Public, State of Wisconsin  
My Commission: 1-7-2018

*This instrument drafted by and to be returned to:*  
Matthew P. Dregne  
Stafford Rosenbaum LLP  
222 West Washington Avenue, Suite 900  
P.O. Box 1784  
Madison, WI 53701-1784

