

Document Number

FIFTH AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CARDINAL GLENN



8 4 2 7 6 5 4  
Tx:8373904

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**4897629**

08/03/2012 11:27 AM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 8

Name and Return Address:  
Timothy F. Umland  
Mohs, MacDonald, et al.  
20 North Carroll Street  
Madison, WI 53703

This Fifth Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Cardinal Glenn (the "Fifth Amendment") is made by and among Great Neighborhoods West, LLC, a Wisconsin limited liability company, and Cardinal Glenn Land, LLC, a Wisconsin limited liability company (collectively, the "Assignor") and MREC VH Madison Investors LLC, a Delaware limited liability company ("Investment Assignee"), and MREC VH Madison LLC, a Delaware limited liability company ("Project Assignee") (collectively, the Investment Assignee and Project Assignee shall be referred to herein as the "Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor owns the real property located in Dane County, Wisconsin, legally described in Exhibit "A", attached hereto and incorporated herein by reference (the "Declarant Property"); and

**WHEREAS**, Assignor and Assignee have entered into an agreement under the terms of which Investment Assignee is acquiring certain land located within the Declarant Property (the "Investment Property"), as shown on Exhibit "A", and Project Assignee is acquiring the remainder of the land located within the Declarant Property (the "Project Property"), as shown on Exhibit "A"; and

**WHEREAS**, Assignor is the named Declarant in that certain Cardinal Glenn Declaration of Protective Covenants, Conditions and Restrictions dated November 28, 2005 and recorded with the Dane County Register of Deeds on November 30, 2005 as Document No. 4137864 (the "Original Declaration"), as subsequently amended by that certain First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Cardinal Glenn dated April 24, 2006 and recorded April 26, 2006 as Document No. 4184509, as further amended by that certain Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Cardinal Glenn dated September 24, 2007 and recorded September 28, 2007 as Document No. 4361457, as further amended by that certain Third Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Cardinal Glenn dated October 31, 2008 and recorded on November 5, 2008 as Document No. 4479575, and as further amended by that certain Fourth Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Cardinal Glenn dated December 30, 2010 and recorded on January 10, 2011 as Document No. 4733923 (collectively, all of the documents described in this paragraph shall be referred to herein as the "Declaration"), which Declaration affects the Declarant Property and additional real property described in Exhibit "B", attached hereto and incorporated herein by reference (the "Additional Property") (the Declarant Property and the Additional Property shall be collectively referred to herein as the "Property"); and

See Exhibit "A"  
(Parcel Identification Number)

8

**WHEREAS**, Section E-8 of the Declaration permits the Declarant to amend the Declaration without the consent of any other party for so long as Declarant owns title to any Lot and before Declarant turns control of the Association over to the Members; and

**WHEREAS**, the Declarant owns at least one (1) Lot in the Property and has not turned over control of the Association to the Members; and

**WHEREAS**, Assignor desires to assign its rights and obligations as Declarant to Assignee, and Assignee desires to accept such assignment from Assignor of Assignor's rights and obligations as the Declarant, upon the terms of this Fifth Amendment.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between Assignor and Assignee as follows:

1) Assignment. Assignor does hereby assign its rights as Declarant under the terms of the Declaration to Assignee. Investment Assignee hereby accepts such assignment as the same relates to the Investment Property, and Project Assignee hereby accepts such assignment as the same relates to the Project Property. Investment Assignee shall, on and after this date, be deemed the Declarant under the terms of the Declaration for all purposes related to the Investment Property, and Project Assignee shall, on and after this date, be deemed the Declarant under the terms of the Declaration for all purposes related to the Project Property.

2) No Merger. It is the express intention of the Assignor and Assignee hereto that there shall be no merger of the interest or estate created by this Fifth Amendment with any other interest or estate in the Property held at any time by or for the benefit of Assignee in any capacity. That is, the delivery, acceptance and/or recording of this Fifth Amendment and the receipt of consideration specified in this Fifth Amendment by Assignee shall not in any way or manner whatsoever result in the merger of the interests of Assignee pursuant to any other interest or estate in the Property. The interests of Assignee created by this Fifth Amendment shall at all times remain SEPARATE and DISTINCT from any other interest of Assignee in the Property until such time, if any, as Assignee may affirmatively elect otherwise by written notice recorded in the Office of the Dane County Register of Deeds. The liens and security interests held by Assignee as evidenced by this (or any other) document related to the Property shall be and remain at all times valid and continuous liens and security interests on the Property. Nothing contained herein shall, in any way, affect or prejudice the right of Assignee to foreclose any liens or security interests held by Assignee by judicial proceedings or otherwise or to proceed as provided in any document evidencing any lien or security interest held by Assignee and as otherwise provided at law or in equity. Nothing contained herein shall be deemed a waiver by Assignee of any claim of priority over any other liens, deeds of trust, security interest or encumbrances of any kind or nature, now existing or hereafter placed upon the Property, or any part thereof.

3) Miscellaneous. Except as amended herein, all other terms, covenants and conditions of the Declaration shall remain unchanged. All capitalized terms

contained herein shall have the same meaning as such terms are defined in the Declaration, unless expressly defined otherwise herein.

Dated this 27 day of July, 2012.

**\*ASSIGNOR\***

**GREAT NEIGHBORHOODS WEST, LLC**  
By: ~~Great Neighborhoods, Inc., Its Sole Member~~

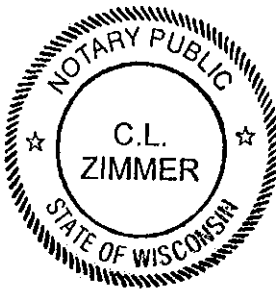
By: *David P. Simon*  
David P. Simon, President

**CARDINAL GLENN LAND, LLC**  
By: ~~VH Land, LLC, Its Sole Member~~

By: *David P. Simon*  
David P. Simon, Vice President

STATE OF WISCONSIN )  
                                  )ss>  
COUNTY OF DANE     )

27<sup>TH</sup> Personally came before me, a notary public for the above State and County, this day of July, 2012, the above named David P. Simon to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



*C.L. Zimmer*  
Print Name: *C.L. Zimmer*  
Notary Public, State of Wisconsin  
My Commission expires: *7-28-16*

**\*ASSIGNEE\***

**MREC VH MADISON INVESTORS LLC**  
**By: Veridian Homes JV, LLC, Its Authorized Signatory**

By: *David P. Simon*  
David P. Simon, President

**MREC VH MADISON LLC**  
**By: Veridian Homes JV, LLC, Its Authorized Signatory**

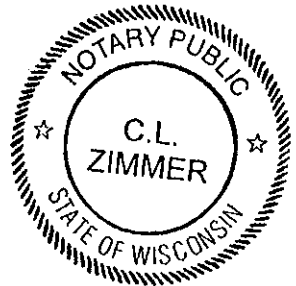
By: *David P. Simon*  
David P. Simon, President

STATE OF WISCONSIN     )  
  )ss>  
COUNTY OF DANE         )

Personally came before me, a notary public for the above State and County, this 27<sup>TH</sup> day of July, 2012, the above named David P. Simon, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

*C.L. Zimmer*  
Print Name: C.L. Zimmer  
Notary Public, State of Wisconsin  
My Commission expires: 2-28-14

**DOCUMENT DRAFTED BY:**  
Attorney Timothy F. Umland  
Mohs, MacDonald, Widder, Paradise & Van Note  
20 North Carroll Street  
Madison, WI 53703



## EXHIBIT "A"

### Description of Declarant Property

#### Investment Property:

Lots 119, 120, 158, 159, Cardinal Glenn, in the City of Madison, Dane County, Wisconsin.

#### Parcel Nos:

251-0708-281-1804-6 - Lot 119  
251-0708-281-1805-4 - Lot 120  
251-0708-281-2304-5 - Lot 158  
251-0708-281-2305-3 - Lot 159

#### Project Property:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 76, 77, 79, 80, 81, 84, 86, 88, 90, 91, 123, 129 and Outlot 3, Cardinal Glenn, in the City of Madison, Dane County, Wisconsin.

Lot 300, Certified Survey Map 12290, recorded in Vol. 76 of Certified Survey Maps, page 120, as #4367144, in the City of Madison, Dane County, Wisconsin.

#### Parcel Nos:

251-0708-281-0304-7 - Lot 1  
251-0708-281-0303-9 - Lot 2  
251-0708-281-0302-1 - Lot 3  
251-0708-281-0301-3 - Lot 4  
251-0708-281-0405-3 - Lot 5  
251-0708-281-0406-1 - Lot 6  
251-0708-281-0407-9 - Lot 7  
251-0708-281-0408-7 - Lot 8  
251-0708-281-0401-1 - Lot 9  
251-0708-281-0402-9 - Lot 10  
251-0708-281-0403-7 - Lot 11  
251-0708-281-0404-5 - Lot 12  
251-0708-281-0504-3 - Lot 13  
251-0708-281-0505-1 - Lot 14  
251-0708-281-0506-9 - Lot 15  
251-0708-281-0501-9 - Lot 16  
251-0708-281-0502-7 - Lot 17  
251-0708-281-0503-5 - Lot 18  
251-0708-281-0701-5 - Lot 19  
251-0708-281-0702-3 - Lot 20  
251-0708-281-0703-1 - Lot 21

251-0708-281-0704-9 - Lot 22  
251-0708-281-0705-7 - Lot 23  
251-0708-281-0706-5 - Lot 24  
251-0708-281-0707-3 - Lot 25  
251-0708-281-0708-1 - Lot 26  
251-0708-281-0709-9 - Lot 27  
251-0708-281-0901-1 - Lot 40  
251-0708-281-0902-9 - Lot 41  
251-0708-281-0903-7 - Lot 42  
251-0708-281-0904-5 - Lot 43  
251-0708-281-0905-3 - Lot 44  
251-0708-281-1107-4 - Lot 45  
251-0708-281-1108-2 - Lot 46  
251-0708-281-1109-0 - Lot 47  
251-0708-281-1110-7 - Lot 48  
251-0708-281-1111-5 - Lot 49  
251-0708-281-1112-3 - Lot 50  
251-0708-281-1101-6 - Lot 51  
251-0708-281-1102-4 - Lot 52  
251-0708-281-1103-2 - Lot 53  
251-0708-281-1104-0 - Lot 54  
251-0708-281-1105-8 - Lot 55  
251-0708-281-1106-6 - Lot 56  
251-0708-281-1201-4 - Lot 57  
251-0708-281-1202-2 - Lot 58  
251-0708-281-1203-0 - Lot 59  
251-0708-281-1204-8 - Lot 60  
251-0708-281-1205-6 - Lot 61  
251-0708-281-1206-4 - Lot 62  
251-0708-281-1207-2 - Lot 63  
251-0708-281-1209-8 - Lot 64  
251-0708-281-1210-5 - Lot 65  
251-0708-281-1211-3 - Lot 66  
251-0708-281-1212-1 - Lot 67  
251-0708-281-1213-9 - Lot 68  
251-0708-281-1308-8 - Lot 76  
251-0708-281-1309-6 - Lot 77  
251-0708-281-1312-9 - Lot 79  
251-0708-281-1313-7 - Lot 80  
251-0708-281-1314-5 - Lot 81  
251-0708-281-1317-9 - Lot 84  
251-0708-281-1502-6 - Lot 86  
251-0708-281-1504-2 - Lot 88  
251-0708-281-1506-8 - Lot 90  
251-0708-281-1507-6 - Lot 91  
251-0708-281-1903-6 - Lot 123  
251-0708-281-1909-4 - Lot 129

251-0708-281-1001-8 - Outlot 3  
251-0708-281-1901-0 - Lot 300, CSM #12290

**EXHIBIT "B"**

**Description of Additional Property**

Cardinal Glenn, in the City of Madison, Dane County, Wisconsin, recorded on the 4<sup>th</sup> of August, 2005 in Volume 58-083A of Plats on Pages 421-425 as Document No. 4089593.



8 2 2 9 4 9 2  
Tx:8144618

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
4733923**

01/10/2011 2:25 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 12

Document No.

**FOURTH AMENDMENT TO THE DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR CARDINAL GLENN**

**CITY OF MADISON, DANE COUNTY, WI.**

Return to:

**Don Esposito  
Veridian Homes  
6801 South Towne Drive  
Madison, WI 53713**

See Exhibit A  
(Parcel Identification Numbers)

**WHEREAS**, Cardinal Glenn Land, LLC, a Wisconsin Limited Liability Company and Great Neighborhoods West, LLC, a Wisconsin Limited Liability Company (collectively, the "Declarant") of the plat of Cardinal Glenn, City of Madison, Dane County, WI (the "Plat") caused to be placed of record certain Declaration of Protective Covenants, Conditions and Restrictions (the "CCR's") on the Plat which were recorded on November 30, 2005, with the Dane County Register of Deeds office as Document No 4137864; and

**WHEREAS**, Declarant recorded a First Amendment to the Declaration of Conditions, Covenants and Restrictions recorded April 26, 2006, with the Dane County Register of Deeds Office as Document No. 4184509 (the "First Amendment"); and

**WHEREAS**, Declarant recorded a Second Amendment to the Declaration of Conditions, Covenants and Restrictions recorded September 28, 2007, with the Dane County Register of Deeds Office as Document No. 4361457 (the "Second Amendment"); and

**WHEREAS**, Declarant recorded a Certified Survey Map dated August 31, 2007 and recorded October 18, 2007, with the Dane County Register of Deeds Office as Document No. 4367144 (the "CSM")

**WHEREAS**, Declarant recorded a Third Amendment to the Declaration of Conditions, Covenants and Restrictions recorded November 5, 2008, with the Dane County Register of Deeds Office as Document No. 4479575 (the "Third Amendment") (the "CCR's", "First Amendment" and Second Amendment are referred to collectively as the Declaration"); and

**WHEREAS**, Declarant is, as of the date hereof, the fee simple owner of more than one lot in the Plat and is desirous of amending certain provisions of the Declaration.

**NOW, THEREFORE**, Declarant does hereby, for itself, its successors and assigns amend the Declaration as follows:

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Declaration.
- 2) To clarify fence styles, Part D, **Design Guidelines**, Paragraph D-2), **Other Improvements**, Paragraph A), **Fences**, Subparagraph 1), shall be deleted and replaced with the following:

“Fencing shall consist of wood and shall be stained or painted. Four styles of fencing are permitted and are detailed in Exhibits “E-1”, “E-2”, “E-3” and “E-4”, attached.

- 3) To clarify fence colors, Part D, **Design Guidelines**, Paragraph D-2), **Other Improvements**, Paragraph A), **Fences**, Subparagraph 1, Sub-Subparagraph (d) shall be deleted and replaced in its entirety with the following:

“Fencing colors shall be approved by the ACC. Fencing color is recommended to match the lighter of the home’s trim or siding color.

Sub-subparagraphs (a) through (c) of Subparagraph 1 shall remain unchanged.

- 4) To clarify fence setbacks on corner lots, Part D, **Design Guidelines**, Paragraph D-2), **Other Improvements**, Paragraph A), **Fences**, Subparagraph 2, Sub-Subparagraph (d) shall be deleted and replaced in its entirety with the following:

“Fencing at side yards of corner lots shall be placed a minimum of 5’ from property line (approximately 6’ from sidewalk) for all zoning classifications. A variance for fence placement to a minimum of 3’ from property line (approximately 4’ from sidewalk) may be granted for if a landscaping plan consisting of a continuous bed of shrubs and/or perennial plants, mulched with bark or stone, is provided for the area between the fence and sidewalk.

Sub-subparagraphs (a) through (c) of Subparagraph 2 shall remain unchanged.

- 5) This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

**{Signatures on next page}**



# EXHIBIT "A"

0708-281

2005

Revised 2007 – CSM over Lots 121 and 122

CARDINAL GLENN

Out of 0708-281-0102-5, 0201-5 & 0098-6

Agricultural Area 8067

Madison School District

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS	PRORATED LAND
1	0708-281-0304-7	519 STONE ARBOR TRL	200
2	0708-281-0303-9	513 STONE ARBOR TRL	200
3	0708-281-0302-1	507 STONE ARBOR TRL	200
4	0708-281-0301-3	501 STONE ARBOR TRL 9301 HARVEST MOON LN	200
5	0708-281-0405-3	502 STONE ARBOR TRL 9319 HARVEST MOON LN	200
6	0708-281-0406-1	508 STONE ARBOR TRL	100
7	0708-281-0407-9	514 STONE ARBOR TRL	100
8	0708-281-0408-7	520 STONE ARBOR TRL	100
9	0708-281-0401-1	531 ROMAN MIST WAY	100
10	0708-281-0402-9	525 ROMAN MIST WAY	100
11	0708-281-0403-7	519 ROMAN MIST WAY	100
12	0708-281-0404-5	513 ROMAN MIST WAY 9331 HARVEST MOON LN	100
13	0708-281-0504-3	514 ROMAN MIST WAY 9343 HARVEST MOON LN	100
14	0708-281-0505-1	520 ROMAN MIST WAY	200
15	0708-281-0506-9	526 ROMAN MIST WAY	200
16	0708-281-0501-9	9367 HARVEST MOON LN	200
17	0708-281-0502-7	9359 HARVEST MOON LN	200
18	0708-281-0503-5	9351 HARVEST MOON LN	200
O.L. 1	0708-281-0601-7	9371 HARVEST MOON LN	0
19	0708-281-0701-5	9338 HARVEST MOON LN 508 ROMAN MIST WAY	100
20	0708-281-0702-3	9342 HARVEST MOON LN	100
21	0708-281-0703-1	9346 HARVEST MOON LN	200
22	0708-281-0704-9	9350 HARVEST MOON LN	100
23	0708-281-0705-7	9354 HARVEST MOON LN	100
24	0708-281-0706-5	9358 HARVEST MOON LN	100
25	0708-281-0707-3	9362 HARVEST MOON LN	100
26	0708-281-0708-1	9366 HARVEST MOON LN	100
27	0708-281-0709-9	9370 HARVEST MOON LN	100
28	0708-281-0710-6	9374 HARVEST MOON LN	100
29	0708-281-0711-4	9378 HARVEST MOON LN	100
30	0708-281-0712-2	9382 HARVEST MOON LN 537 PINE LAWN PKY	100

31	0708-281-0801-3	533 PINE LAWN PKY	100
32	0708-281-0802-1	529 PINE LAWN PKY	100
33	0708-281-0803-9	525 PINE LAWN PKY	100
34	0708-281-0804-7	521 PINE LAWN PKY	100
35	0708-281-0805-5	517 PINE LAWN PKY	100
36	0708-281-0806-3	513 PINE LAWN PKY	100
37	0708-281-0807-1	509 PINE LAWN PKY	100
38	0708-281-0808-9	505 PINE LAWN PKY	100
39	0708-281-0809-7	501 PINE LAWN PKY 9361 VISTA MEADOW DR	100
40	0708-281-0901-1	9353 VISTA MEADOW DR	100
41	0708-281-0902-9	9349 VISTA MEADOW DR	100
42	0708-281-0903-7	9345 VISTA MEADOW DR	100
43	0708-281-0904-5	9341 VISTA MEADOW DR	100
44	0708-281-0905-3	9337 VISTA MEADOW DR 502 ROMAN MIST WAY	100
O.L. 3	0708-281-1001-8	<b>9357 VISTA MEADOW DR???</b>	0
45	0708-281-1107-4	9331 VISTA MEADOW DR 501 ROMAN MIST WAY	200
46	0708-281-1108-2	9325 VISTA MEADOW DR	100
47	0708-281-1109-0	9319 VISTA MEADOW DR	100
48	0708-281-1110-7	9313 VISTA MEADOW DR	100
49	0708-281-1111-5	9307 VISTA MEADOW DR	100
50	0708-281-1112-3	9301 VISTA MEADOW DR	100
51	0708-281-1101-6	9302 HARVEST MOON LN	100
52	0708-281-1102-4	9308 HARVEST MOON LN	100
53	0708-281-1103-2	9314 HARVEST MOON LN	100
54	0708-281-1104-0	9320 HARVEST MOON LN	100
55	0708-281-1105-8	9326 HARVEST MOON LN	100
56	0708-281-1106-6	9332 HARVEST MOON LN 507 ROMAN MIST WAY	200
57	0708-281-1201-4	9302 VISTA MEADOW DR	100
58	0708-281-1202-2	9306 VISTA MEADOW DR	100
59	0708-281-1203-0	9310 VISTA MEADOW DR	100
60	0708-281-1204-8	9314 VISTA MEADOW DR	100
61	0708-281-1205-6	9318 VISTA MEADOW DR	100
62	0708-281-1206-4	9322 VISTA MEADOW DR	100
63	0708-281-1207-2	9326 VISTA MEADOW DR	100
O.L. 5	0708-281-1208-0	9330 VISTA MEADOW DR	0
64	0708-281-1209-8	9334 VISTA MEADOW DR	100
65	0708-281-1210-5	9338 VISTA MEADOW DR	100
66	0708-281-1211-3	9342 VISTA MEADOW DR	100
67	0708-281-1212-1	9346 VISTA MEADOW DR	100
68	0708-281-1213-9	9350 VISTA MEADOW DR	100
69	0708-281-1301-2	9354 VISTA MEADOW DR 445 PINE LAWN PKY	100
70	0708-281-1302-0	441 PINE LAWN PKY	100
71	0708-281-1303-8	437 PINE LAWN PKY	100
72	0708-281-1304-6	433 PINE LAWN PKY	200

		9353 GOLDEN HUE BLVD	
73	0708-281-1305-4	9349 GOLDEN HUE BLVD	100
74	0708-281-1306-2	9345 GOLDEN HUE BLVD	100
75	0708-281-1307-0	9341 GOLDEN HUE BLVD	100
76	0708-281-1308-8	9337 GOLDEN HUE BLVD	100
77	0708-281-1309-6	9333 GOLDEN HUE BLVD	100
O.L. 6	0708-281-13103	9329 GOLDEN HUE BLVD	0
78	0708-281-1311-1	9325 GOLDEN HUE BLVD	100
79	0708-281-1312-9	9321 GOLDEN HUE BLVD	100
80	0708-281-1313-7	9317 GOLDEN HUE BLVD	100
81	0708-281-1314-5	9313 GOLDEN HUE BLVD	100
82	0708-281-1315-3	9309 GOLDEN HUE BLVD	100
83	0708-281-1316-1	9305 GOLDEN HUE BLVD	100
84	0708-281-1317-9	9301 GOLDEN HUE BLVD	100
O.L. 7	0708-281-1401-0	423 PINE LAWN PKY	0
O.L. 8	0708-281-1402-8	425 PINE LAWN PKY	0
85	0708-281-1501-8	9302 GOLDEN HUE BLVD	100
86	0708-281-1502-6	9306 GOLDEN HUE BLVD	100
87	0708-281-1503-4	9310 GOLDEN HUE BLVD	100
88	0708-281-1504-2	9314 GOLDEN HUE BLVD	100
89	0708-281-1505-0	9318 GOLDEN HUE BLVD	100
90	0708-281-1506-8	9322 GOLDEN HUE BLVD	100
91	0708-281-1507-6	9326 GOLDEN HUE BLVD	100
92	0708-281-1508-4	9330 GOLDEN HUE BLVD	100
93	0708-281-1509-2	9334 GOLDEN HUE BLVD	100
94	0708-281-1510-9	9342 GOLDEN HUE BLVD	100
95	0708-281-1511-7	9346 GOLDEN HUE BLVD 413 PINE LAWN PKY	200
96	0708-281-1512-5	409 PINE LAWN PKY	1000
97	0708-281-1513-3	405 PINE LAWN PKY	100
98	0708-281-1514-1	401 PINE LAWN PKY 9341 BRIAR HAVEN DR	100
99	0708-281-1601-6	9333 BRIAR HAVEN DR	100
100	0708-281-1602-4	9329 BRIAR HAVEN DR	100
101	0708-281-1603-2	9325 BRIAR HAVEN DR	100
102	0708-281-1604-0	9321 BRIAR HAVEN DR	100
103	0708-281-1605-8	9317 BRIAR HAVEN DR	100
104	0708-281-1606-6	9313 BRIAR HAVEN DR	100
105	0708-281-1607-4	9309 BRIAR HAVEN DR	100
106	0708-281-1608-2	9305 BRIAR HAVEN DR	100
107	0708-281-1609-0	9301 BRIAR HAVEN DR	100
108	0708-281-1701-4	9302 BRIAR HAVEN DR	100
109	0708-281-1702-2	9306 BRIAR HAVEN DR	100
110	0708-281-1703-0	9310 BRIAR HAVEN DR	100
111	0708-281-1704-8	9314 BRIAR HAVEN DR	100
112	0708-281-1705-6	9318 BRIAR HAVEN DR	100
113	0708-281-1706-4	9322 BRIAR HAVEN DR	100
114	0708-281-1707-2	9326 BRIAR HAVEN DR	100

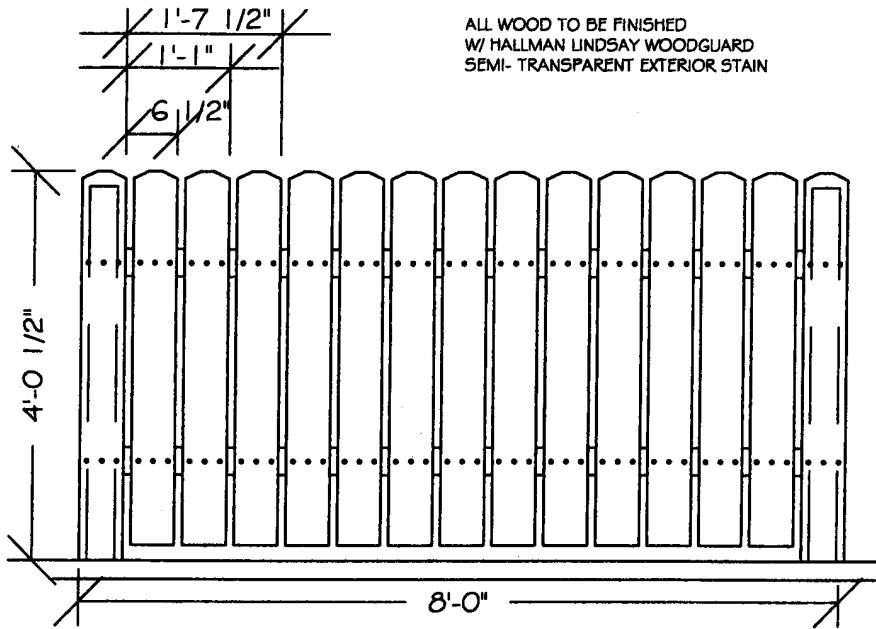
115	0708-281-1708-0	9330 BRIAR HAVEN DR	100
116	0708-281-1801-2	9334 BRIAR HAVEN DR 319 PINE LAWN PKY	100
117	0708-281-1802-0	313 PINE LAWN PKY	100
118	0708-281-1803-8	307 PINE LAWN PKY	100
119	0708-281-1804-6	301 PINE LAWN PKY 9343 SILICON PRAIRIE PKY	200
120	0708-281-1805-4	9301 SILICON PRAIRIE PKY	800
123	0708-281-1903-6	9402 HARVEST MOON LN 550 PINE LAWN PKY	200
124	0708-281-1904-4	544 PINE LAWN PKY	200
125	0708-281-1905-2	538 PINE LAWN PKY	200
126	0708-281-1906-0	532 PINE LAWN PKY	200
127	0708-281-1907-8	526 PINE LAWN PKY	200
128	0708-281-1908-6	520 PINE LAWN PKY	200
129	0708-281-1909-4	514 PINE LAWN PKY	200
130	0708-281-1910-1	508 PINE LAWN PKY	200
131	0708-281-1911-9	502 PINE LAWN PKY	200
132	0708-281-1912-7	446 PINE LAWN PKY	200
133	0708-281-1913-5	438 PINE LAWN PKY	200
O.L. 11	0708-281-1914-3	454 PINE LAWN PKY 501 SOUTH POINT RD	0
O.L. 12	0708-281-1915-1	426 PINE LAWN PKY 427 SOUTH POINT RD 9431 BRIAR HAVEN DR	0
134	0708-281-1916-9	402 PINE LAWN PKY 9401 BRIAR HAVEN DR	100
135	0708-281-1917-7	9407 BRIAR HAVEN DR	100
136	0708-281-1918-5	9413 BRIAR HAVEN DR	100
137	0708-281-1919-3	9419 BRIAR HAVEN DR	100
138	0708-281-1920-0	9425 BRIAR HAVEN DR	100
139	0708-281-1921-8	9437 BRIAR HAVEN DR	100
140	0708-281-1922-6	9443 BRIAR HAVEN DR	100
141	0708-281-1923-4	9449 BRIAR HAVEN DR	100
142	0708-281-1924-2	9455 BRIAR HAVEN DR	100
143	0708-281-1925-0	9461 BRIAR HAVEN DR 401 SOUTH POINT RD	200
144	0708-281-2001-7	9554 BRIAR HAVEN	200
145	0708-281-2101-5	9550 BRIAR HAVEN	100
146	0708-281-2102-3	9546 BRIAR HAVEN	100
147	0708-281-2103-1	9542 BRIAR HAVEN	100
148	0708-281-2104-9	9538 BRIAR HAVEN 316 CROSS OAK DR	100
149	0708-281-2002-5	302 CROSS OAK DR 9439 SILICON PRAIRIE PKY 301 SOUTH POINT RD	1,500
150	0708-281-2201-3	9424 BRIAR HAVEN 315 CROSS OAK DR	100
151	0708-281-2202-1	9420 BRIAR HAVEN	100

152	0708-281-2203-9	9416 BRIAR HAVEN	100
153	0708-281-2204-7	9412 BRIAR HAVEN	100
154	0708-281-2205-5	9408 BRIAR HAVEN	100
155	0708-281-2301-1	9402 BRIAR HAVEN 320 PINE LAWN PKY	100
156	0708-281-2302-9	314 PINE LAWN PKY	100
157	0708-281-2303-7	308 PINE LAWN PKY	100
158	0708-281-2304-5	302 PINE LAWN PKY 9401 SILICON PRAIRIE PKY	200
159	0708-281-2305-3	301 CROSS OAK DR 9415 SILICON PRAIRIE PKY	800
O.L. 15	0708-281-0103-3	9414 SILICON PRARIE PKY 209 SOUTH POINT DR	LAND 26,000 IMPR 98,000 <b>TOTAL 124,000</b>
O.L. 16	0708-281-0104-1	201 SOUTH POINT DR	300
300	0708-281-1901-0	9414 HARVEST MOON LN 519 SOUTH POINT RD	200
301	0708-281-1902-8	9408 HARVEST MOON LN	200

**Exhibit "E1"**

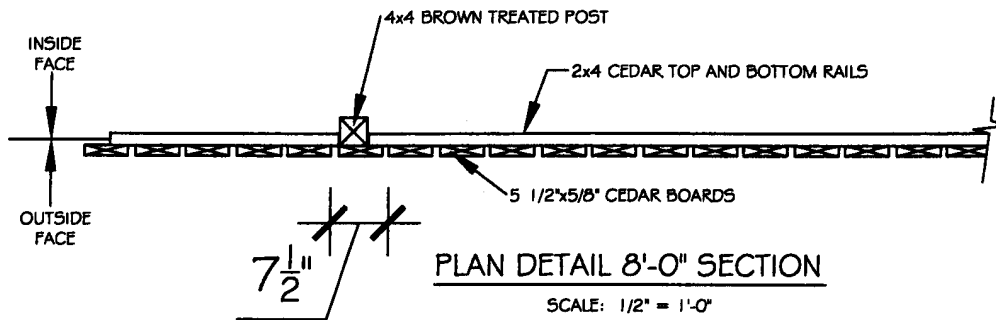
**NOTE:** 4x4 POSTS TO BE TREATED WOOD

ALL WOOD TO BE FINISHED W/ HALLMAN LINDSAY WOODGUARD SEMI- TRANSPARENT EXTERIOR STAIN



**ELEVATION TYPICAL 8'-0" SECTION 6" PICKETS**

SCALE: 1/2" = 1'-0"



**PLAN DETAIL 8'-0" SECTION**

SCALE: 1/2" = 1'-0"

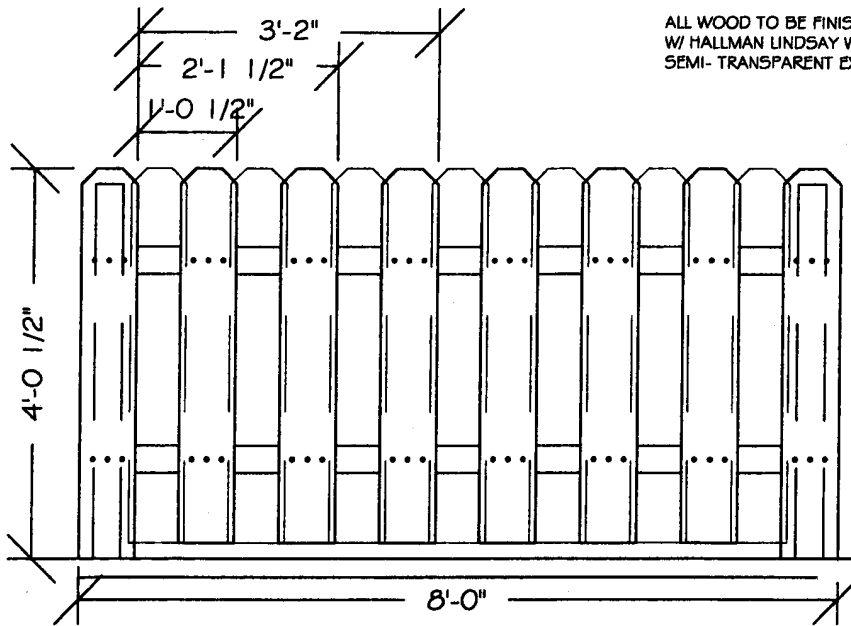
**4'0 PICKET FENCE DETAIL**

Model: - ELEVATION	Custom Designed For: - Lot/Subdivision: _____ LOT _____ Address: _____		<p><b>VERIDIAN HOMES</b></p> 6601 South Towne Drive - Madison, WI 53713 (608)226-3100 Fax: (608)226-0600 © Copyright 2004 Veridian Homes Protected Under Architectural Works Copyright Protection Act of 1990.
	Base Plan Plan: -	Base Plan Revised: -	
<b>Do Not Scale</b> Note: All dimensions are stud to stud		Note: Please review carefully. What is shown in this plan represents what will be constructed. We will not be held responsible for errors if work is built according to the customer's approved plan.	
Revised: _____		Revised: _____	

**Exhibit "E2"**

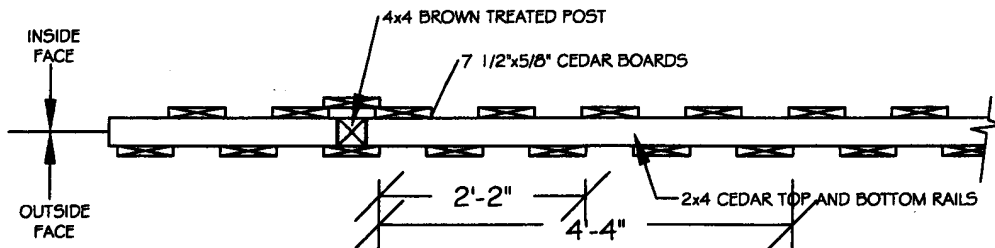
**NOTE:** 4x4 POSTS TO BE TREATED WOOD

ALL WOOD TO BE FINISHED W/ HALLMAN LINDSAY WOODGUARD SEMI- TRANSPARENT EXTERIOR STAIN



**ELEVATION TYPICAL 8'-0" SECTION 7 1/2" CEDER PICKET**


SCALE: 1/2" = 1'-0"



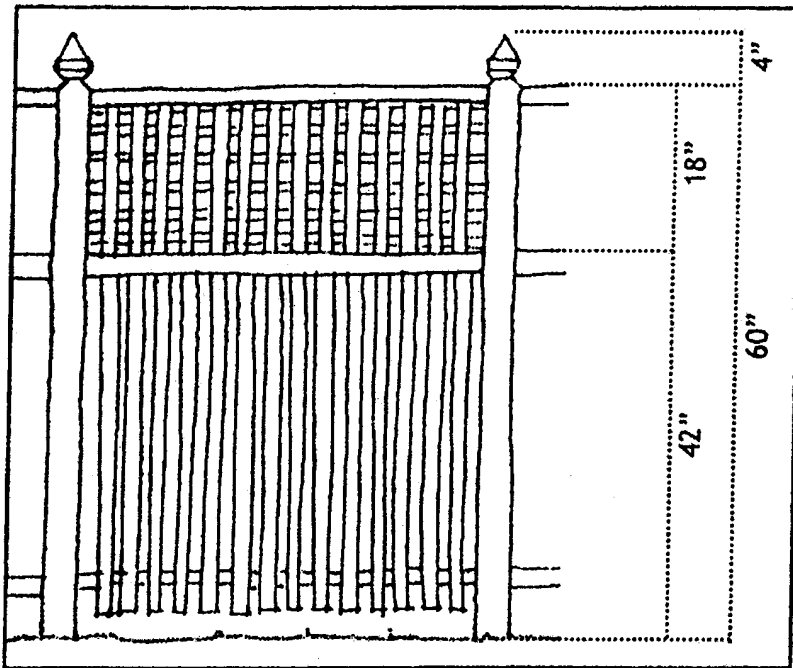
**PLAN DETAIL 8'-0" SECTION**

SCALE: 1/2" = 1'-0"

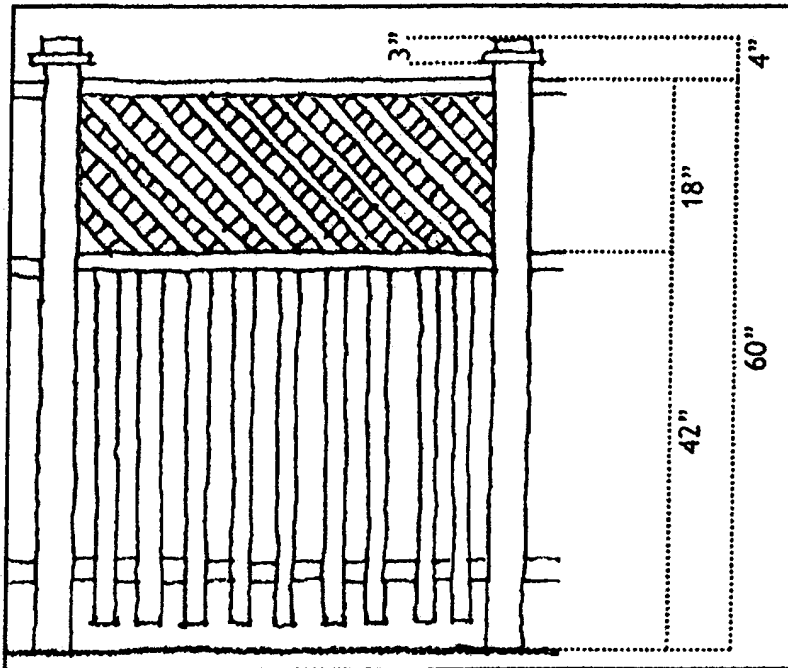
**4'0 BOARD ON BOARD FENCE DETAIL**

Model: _____ ELEVATION Base Plan _____ Plan: _____ Revised: _____	Custom Designed For: _____ Lot/Subdivision: _____ lot Address: _____		 <b>VERIDIAN HOMES</b> 6801 South Towne Drive - Madison, WI 53713 (608)226-3100 Fax: (608)226-0600 © Copyright 2004 Veridian Homes Protected Under Architectural Works Copyright Protection Act of 1990.
	Drawn By: _____ Date: _____	Customer Approval: _____ / 2004 DSH Approval: _____ / 2004	
<b>Do Not Scale</b> Note: All dimensions are stud to stud		Note: Please review carefully. What is shown in the plan represents what will be constructed. We will not be held responsible for errors if work is built according to the customer's approved plan. Revised: _____	

# Exhibit E3



*Picket: Lattice shall be 1 1/2" in width with 2" spacing between vertical and horizontal members.*



*Stick: Lattice shall be 2" in width with 2" spacing between diagonal members.*

Model: -		Custom Designed For: -	
ELEVATION		Lot/Subdivision: _____ or _____	
Base Plan: _____		Address: _____	
Revised: _____		Drawn By: _____	Customer Approval: _____ / 2004
		Date: _____	DSH Approval: _____ / 2004
<small>Note: Please review carefully. What is shown in the plan represents what will be constructed. We will not be held responsible for errors if work is built according to the customer's approved plan.</small>			
<b>Do Not Scale</b> Note: All dimensions are stud to stud		Revised: _____	_____



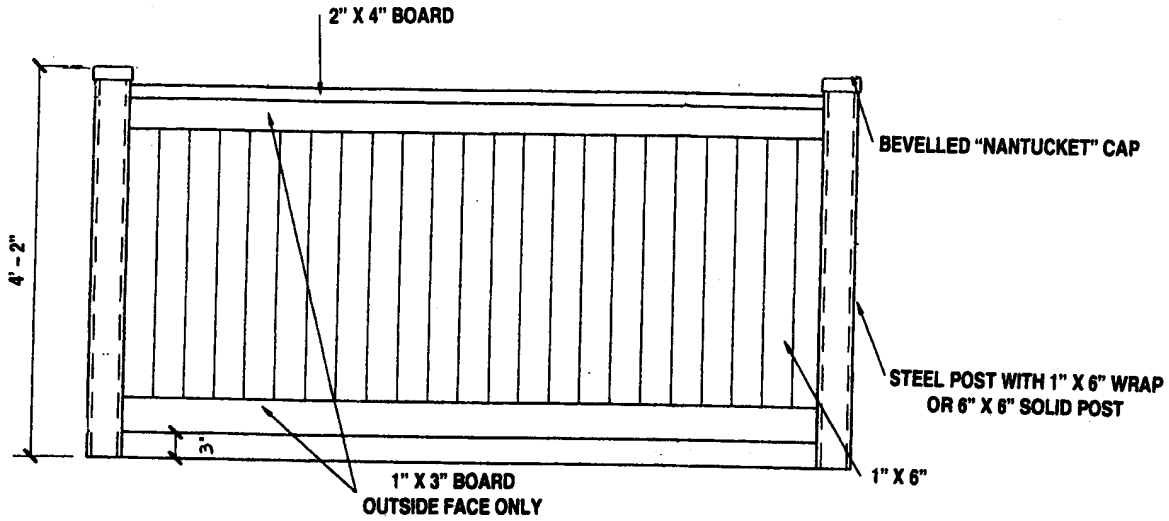
**VERIDIAN HOMES**

6801 South Towne Drive - Madison, WI 53713  
 (608)226-3100 Fax: (608)226-0600

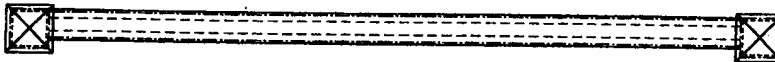
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 Architectural Works Copyright Protection Act of 1990.

**Exhibit "E-4"**

ALL WOOD TO BE FINISHED  
W/ HALLMAN LINDSAY WOODGUARD  
SEMI- TRANSPARENT EXTERIOR STAIN



**ELEVATION TYPICAL 8'-0" SECTION**  
SCALE: 1/2" = 1'-0"



**PLAN DETAIL 8'-0" SECTION**  
SCALE: 1/2" = 1'-0"

Model: -		Custom Designed For: -	
ELEVATION		Lot/Subdivision: _____	
Base Plan: _____		Address: _____	
Base Plan Revised: _____		Drawn By: _____	Customer Approval: _____ / 2004
		Date: _____	DSH Approval: _____ / 2004
<b>Do Not Scale</b> Note: All dimensions are stud to stud		<p><small>Note: Please review carefully. What is shown in this plan represents what will be constructed. We will not be held responsible for errors if work is built according to the customer's approved plan.</small></p>	
Revised: _____		<p><b>VERIDIAN HOMES</b> 6801 South Towne Drive - Madison, WI 53713 (608)226-3100 Fax: (608)226-0600 © Copyright 2004 Veridian Homes Protected Under Architectural Works Copyright Protection Act of 1990.</p>	



\* 4 4 7 9 5 7 5 8 \*

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**4479575**

11/05/2008 10:01AM

Exempt #:

Rec. Fee: 25.00  
Pages: 8

Document No.

**THIRD AMENDMENT TO THE DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CARDINAL GLENN**

**CITY OF MADISON, DANE COUNTY, WI.**

Return to: *prepared by:*  
**Don Esposito**  
**Veridian Homes**  
**6801 South Towne Drive**  
**Madison, WI 53713**

**PREAMBLE**

See Exhibit A  
(Parcel Identification Numbers)  
**251-0708-281-0304-7**

**WHEREAS**, Cardinal Glenn Land, LLC, a Wisconsin Limited Liability Company and Great Neighborhoods West, LLC, a Wisconsin Limited Liability Company (collectively, the "Declarant") of the plat of Cardinal Glenn, City of Madison, Dane County, WI (the "Plat") caused to be placed of record certain Declaration of Protective Covenants and Restrictions (the "Declaration") on the Plat which Declarations were recorded on November 30, 2005, with the Dane County Register of Deeds office as Document No 4137864; and

**WHEREAS**, Declarant recorded a First Amendment to the Declaration of Conditions, Covenants and Restrictions dated April 24, 2006 and recorded April 26, 2006, with the Dane County Register of Deeds Office as Document No. 4184509; and

**WHEREAS**, Declarant recorded a Second Amendment to the Declaration of Conditions, Covenants and Restrictions dated September 24, 2007 and recorded September 28, 2007, with the Dane County Register of Deeds Office as Document No. 4361457 (the "**Second Amendment**") (the "Declaration", "First Amendment" and Second Amendment may from time-to-time be referred to collectively as the "**Declaration**"); and

**WHEREAS**, Declarant recorded a Certified Survey Map dated August 31, 2007 and recorded October 18, 2007, with the Dane County Register of Deeds Office as Document No. 4367144 (the "**CSM**")

**WHEREAS**, Declarant is, as of the date hereof, the fee simple owner of more than one lot in the Plat and is desirous of amending certain provisions of the Declaration.

**NOW, THEREFORE,** Declarant does hereby, for itself, its successors and assigns amend the Declaration as follows:

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Declaration.
- 2) Part B, **Conditions, Covenants and Restrictions**, Section B-2) **Land Use and Building Type**, Paragraph A shall be deleted in its entirety and replaced with the following: "Lots 1-118, 123-148, 150-157 and 300-301 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined below. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter."
- 3) Exhibit "C", **Total Minimum Points for Landscaping** shall be deleted in its entirety and replaced with the following:

**EXHIBIT "C"**

**Total Minimum Points for Landscaping**

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
19-44, 57-120, 144-159	300	425
1-18, 45-56, 123-143, 300-301	350	500

- 4) Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.
- 5) This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

[Signature(s) on next page]



# EXHIBIT "A"

## 0708-281

## 2005

### Revised 2007 – CSM over Lots 121 and 122

### CARDINAL GLENN

### Out of 0708-281-0102-5, 0201-5 & 0098-6

### Agricultural Area 8067

### Madison School District

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS	PRORATED LAND
1	0708-281-0304-7	519 STONE ARBOR TRL	200
2	0708-281-0303-9	513 STONE ARBOR TRL	200
3	0708-281-0302-1	507 STONE ARBOR TRL	200
4	0708-281-0301-3	501 STONE ARBOR TRL 9301 HARVEST MOON LN	200
5	0708-281-0405-3	502 STONE ARBOR TRL 9319 HARVEST MOON LN	200
6	0708-281-0406-1	508 STONE ARBOR TRL	100
7	0708-281-0407-9	514 STONE ARBOR TRL	100
8	0708-281-0408-7	520 STONE ARBOR TRL	100
9	0708-281-0401-1	531 ROMAN MIST WAY	100
10	0708-281-0402-9	525 ROMAN MIST WAY	100
11	0708-281-0403-7	519 ROMAN MIST WAY	100
12	0708-281-0404-5	513 ROMAN MIST WAY 9331 HARVEST MOON LN	100
13	0708-281-0504-3	514 ROMAN MIST WAY 9343 HARVEST MOON LN	100
14	0708-281-0505-1	520 ROMAN MIST WAY	200
15	0708-281-0506-9	526 ROMAN MIST WAY	200
16	0708-281-0501-9	9367 HARVEST MOON LN	200
17	0708-281-0502-7	9359 HARVEST MOON LN	200
18	0708-281-0503-5	9351 HARVEST MOON LN	200
O.L. 1	0708-281-0601-7	9371 HARVEST MOON LN	0
19	0708-281-0701-5	9338 HARVEST MOON LN 508 ROMAN MIST WAY	100
20	0708-281-0702-3	9342 HARVEST MOON LN	100
21	0708-281-0703-1	9346 HARVEST MOON LN	200
22	0708-281-0704-9	9350 HARVEST MOON LN	100
23	0708-281-0705-7	9354 HARVEST MOON LN	100
24	0708-281-0706-5	9358 HARVEST MOON LN	100
25	0708-281-0707-3	9362 HARVEST MOON LN	100
26	0708-281-0708-1	9366 HARVEST MOON LN	100
27	0708-281-0709-9	9370 HARVEST MOON LN	100
28	0708-281-0710-6	9374 HARVEST MOON LN	100
29	0708-281-0711-4	9378 HARVEST MOON LN	100
30	0708-281-0712-2	9382 HARVEST MOON LN 537 PINE LAWN PKY	100

31	0708-281-0801-3	533 PINE LAWN PKY	100
32	0708-281-0802-1	529 PINE LAWN PKY	100
33	0708-281-0803-9	525 PINE LAWN PKY	100
34	0708-281-0804-7	521 PINE LAWN PKY	100
35	0708-281-0805-5	517 PINE LAWN PKY	100
36	0708-281-0806-3	513 PINE LAWN PKY	100
37	0708-281-0807-1	509 PINE LAWN PKY	100
38	0708-281-0808-9	505 PINE LAWN PKY	100
39	0708-281-0809-7	501 PINE LAWN PKY 9361 VISTA MEADOW DR	100
40	0708-281-0901-1	9353 VISTA MEADOW DR	100
41	0708-281-0902-9	9349 VISTA MEADOW DR	100
42	0708-281-0903-7	9345 VISTA MEADOW DR	100
43	0708-281-0904-5	9341 VISTA MEADOW DR	100
44	0708-281-0905-3	9337 VISTA MEADOW DR 502 ROMAN MIST WAY	100
O.L. 3	0708-281-1001-8	<b>9357 VISTA MEADOW DR???</b>	0
45	0708-281-1107-4	9331 VISTA MEADOW DR 501 ROMAN MIST WAY	200
46	0708-281-1108-2	9325 VISTA MEADOW DR	100
47	0708-281-1109-0	9319 VISTA MEADOW DR	100
48	0708-281-1110-7	9313 VISTA MEADOW DR	100
49	0708-281-1111-5	9307 VISTA MEADOW DR	100
50	0708-281-1112-3	9301 VISTA MEADOW DR	100
51	0708-281-1101-6	9302 HARVEST MOON LN	100
52	0708-281-1102-4	9308 HARVEST MOON LN	100
53	0708-281-1103-2	9314 HARVEST MOON LN	100
54	0708-281-1104-0	9320 HARVEST MOON LN	100
55	0708-281-1105-8	9326 HARVEST MOON LN	100
56	0708-281-1106-6	9332 HARVEST MOON LN 507 ROMAN MIST WAY	200
57	0708-281-1201-4	9302 VISTA MEADOW DR	100
58	0708-281-1202-2	9306 VISTA MEADOW DR	100
59	0708-281-1203-0	9310 VISTA MEADOW DR	100
60	0708-281-1204-8	9314 VISTA MEADOW DR	100
61	0708-281-1205-6	9318 VISTA MEADOW DR	100
62	0708-281-1206-4	9322 VISTA MEADOW DR	100
63	0708-281-1207-2	9326 VISTA MEADOW DR	100
O.L. 5	0708-281-1208-0	9330 VISTA MEADOW DR	0
64	0708-281-1209-8	9334 VISTA MEADOW DR	100
65	0708-281-1210-5	9338 VISTA MEADOW DR	100
66	0708-281-1211-3	9342 VISTA MEADOW DR	100
67	0708-281-1212-1	9346 VISTA MEADOW DR	100
68	0708-281-1213-9	9350 VISTA MEADOW DR	100
69	0708-281-1301-2	9354 VISTA MEADOW DR 445 PINE LAWN PKY	100
70	0708-281-1302-0	441 PINE LAWN PKY	100
71	0708-281-1303-8	437 PINE LAWN PKY	100
72	0708-281-1304-6	433 PINE LAWN PKY	200

		9353 GOLDEN HUE BLVD	
73	0708-281-1305-4	9349 GOLDEN HUE BLVD	100
74	0708-281-1306-2	9345 GOLDEN HUE BLVD	100
75	0708-281-1307-0	9341 GOLDEN HUE BLVD	100
76	0708-281-1308-8	9337 GOLDEN HUE BLVD	100
77	0708-281-1309-6	9333 GOLDEN HUE BLVD	100
O.L. 6	0708-281-13103	9329 GOLDEN HUE BLVD	0
78	0708-281-1311-1	9325 GOLDEN HUE BLVD	100
79	0708-281-1312-9	9321 GOLDEN HUE BLVD	100
80	0708-281-1313-7	9317 GOLDEN HUE BLVD	100
81	0708-281-1314-5	9313 GOLDEN HUE BLVD	100
82	0708-281-1315-3	9309 GOLDEN HUE BLVD	100
83	0708-281-1316-1	9305 GOLDEN HUE BLVD	100
84	0708-281-1317-9	9301 GOLDEN HUE BLVD	100
O.L. 7	0708-281-1401-0	423 PINE LAWN PKY	0
O.L. 8	0708-281-1402-8	425 PINE LAWN PKY	0
85	0708-281-1501-8	9302 GOLDEN HUE BLVD	100
86	0708-281-1502-6	9306 GOLDEN HUE BLVD	100
87	0708-281-1503-4	9310 GOLDEN HUE BLVD	100
88	0708-281-1504-2	9314 GOLDEN HUE BLVD	100
89	0708-281-1505-0	9318 GOLDEN HUE BLVD	100
90	0708-281-1506-8	9322 GOLDEN HUE BLVD	100
91	0708-281-1507-6	9326 GOLDEN HUE BLVD	100
92	0708-281-1508-4	9330 GOLDEN HUE BLVD	100
93	0708-281-1509-2	9334 GOLDEN HUE BLVD	100
94	0708-281-1510-9	9342 GOLDEN HUE BLVD	100
95	0708-281-1511-7	9346 GOLDEN HUE BLVD 413 PINE LAWN PKY	200
96	0708-281-1512-5	409 PINE LAWN PKY	1000
97	0708-281-1513-3	405 PINE LAWN PKY	100
98	0708-281-1514-1	401 PINE LAWN PKY 9341 BRIAR HAVEN DR	100
99	0708-281-1601-6	9333 BRIAR HAVEN DR	100
100	0708-281-1602-4	9329 BRIAR HAVEN DR	100
101	0708-281-1603-2	9325 BRIAR HAVEN DR	100
102	0708-281-1604-0	9321 BRIAR HAVEN DR	100
103	0708-281-1605-8	9317 BRIAR HAVEN DR	100
104	0708-281-1606-6	9313 BRIAR HAVEN DR	100
105	0708-281-1607-4	9309 BRIAR HAVEN DR	100
106	0708-281-1608-2	9305 BRIAR HAVEN DR	100
107	0708-281-1609-0	9301 BRIAR HAVEN DR	100
108	0708-281-1701-4	9302 BRIAR HAVEN DR	100
109	0708-281-1702-2	9306 BRIAR HAVEN DR	100
110	0708-281-1703-0	9310 BRIAR HAVEN DR	100
111	0708-281-1704-8	9314 BRIAR HAVEN DR	100
112	0708-281-1705-6	9318 BRIAR HAVEN DR	100
113	0708-281-1706-4	9322 BRIAR HAVEN DR	100
114	0708-281-1707-2	9326 BRIAR HAVEN DR	100

115	0708-281-1708-0	9330 BRIAR HAVEN DR	100
116	0708-281-1801-2	9334 BRIAR HAVEN DR 319 PINE LAWN PKY	100
117	0708-281-1802-0	313 PINE LAWN PKY	100
118	0708-281-1803-8	307 PINE LAWN PKY	100
119	0708-281-1804-6	301 PINE LAWN PKY 9343 SILICON PRAIRIE PKY	200
120	0708-281-1805-4	9301 SILICON PRAIRIE PKY	800
123	0708-281-1903-6	9402 HARVEST MOON LN 550 PINE LAWN PKY	200
124	0708-281-1904-4	544 PINE LAWN PKY	200
125	0708-281-1905-2	538 PINE LAWN PKY	200
126	0708-281-1906-0	532 PINE LAWN PKY	200
127	0708-281-1907-8	526 PINE LAWN PKY	200
128	0708-281-1908-6	520 PINE LAWN PKY	200
129	0708-281-1909-4	514 PINE LAWN PKY	200
130	0708-281-1910-1	508 PINE LAWN PKY	200
131	0708-281-1911-9	502 PINE LAWN PKY	200
132	0708-281-1912-7	446 PINE LAWN PKY	200
133	0708-281-1913-5	438 PINE LAWN PKY	200
O.L. 11	0708-281-1914-3	454 PINE LAWN PKY 501 SOUTH POINT RD	0
O.L. 12	0708-281-1915-1	426 PINE LAWN PKY 427 SOUTH POINT RD 9431 BRIAR HAVEN DR	0
134	0708-281-1916-9	402 PINE LAWN PKY 9401 BRIAR HAVEN DR	100
135	0708-281-1917-7	9407 BRIAR HAVEN DR	100
136	0708-281-1918-5	9413 BRIAR HAVEN DR	100
137	0708-281-1919-3	9419 BRIAR HAVEN DR	100
138	0708-281-1920-0	9425 BRIAR HAVEN DR	100
139	0708-281-1921-8	9437 BRIAR HAVEN DR	100
140	0708-281-1922-6	9443 BRIAR HAVEN DR	100
141	0708-281-1923-4	9449 BRIAR HAVEN DR	100
142	0708-281-1924-2	9455 BRIAR HAVEN DR	100
143	0708-281-1925-0	9461 BRIAR HAVEN DR 401 SOUTH POINT RD	200
144	0708-281-2001-7	9554 BRIAR HAVEN	200
145	0708-281-2101-5	9550 BRIAR HAVEN	100
146	0708-281-2102-3	9546 BRIAR HAVEN	100
147	0708-281-2103-1	9542 BRIAR HAVEN	100
148	0708-281-2104-9	9538 BRIAR HAVEN 316 CROSS OAK DR	100
149	0708-281-2002-5	302 CROSS OAK DR 9439 SILICON PRAIRIE PKY 301 SOUTH POINT RD	1,500
150	0708-281-2201-3	9424 BRIAR HAVEN 315 CROSS OAK DR	100
151	0708-281-2202-1	9420 BRIAR HAVEN	100

152	0708-281-2203-9	9416 BRIAR HAVEN	100
153	0708-281-2204-7	9412 BRIAR HAVEN	100
154	0708-281-2205-5	9408 BRIAR HAVEN	100
155	0708-281-2301-1	9402 BRIAR HAVEN 320 PINE LAWN PKY	100
156	0708-281-2302-9	314 PINE LAWN PKY	100
157	0708-281-2303-7	308 PINE LAWN PKY	100
158	0708-281-2304-5	302 PINE LAWN PKY 9401 SILICON PRAIRIE PKY	200
159	0708-281-2305-3	301 CROSS OAK DR 9415 SILICON PRAIRIE PKY	800
O.L. 15	0708-281-0103-3	9414 SILICON PRARIE PKY 209 SOUTH POINT DR	LAND 26,000 IMPR 98,000 <b>TOTAL 124,000</b>
O.L. 16	0708-281-0104-1	201 SOUTH POINT DR	300
300	0708-281-1901-0	9414 HARVEST MOON LN 519 SOUTH POINT RD	200
301	0708-281-1902-8	9408 HARVEST MOON LN	200



\* 4 3 6 1 4 5 7 8 \*

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**4361457**

09/28/2007 10:05AM

Exempt #:

Rec. Fee: 25.00  
Pages: 8

Document No.

**SECOND AMENDMENT TO THE DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR CARDINAL GLENN**

**CITY OF MADISON, DANE COUNTY, WI.**

Return to:  
**Gail Foltman  
Veridian Homes  
6801 South Towne Drive  
Madison, WI 53713**

See Exhibit A  
(Parcel Identification Numbers)

**WHEREAS**, Great Neighborhoods West, LLC, a Wisconsin Limited Liability Company (the "**Declarant**") of the plat of Cardinal Glenn, City of Madison, Dane County, WI (the "**Plat**") caused to be placed of record certain Declaration of Protective Covenants and Restrictions (the "**Declaration**") on the Plat which Declarations were recorded on November 30, 2005, with the Dane County Register of Deeds office as Document No 4137864; and

**WHEREAS**, Declarant recorded a First Amendment to the Declaration of Conditions, Covenants and Restrictions dated April 24, 2006 and recorded April 26, 2006, with the Dane County Register of Deeds Office as Document No. 4184509 (the "**First Amendment**") (the "Declaration" and the "First Amendment" may from time-to-time be referred to collectively as the "**Declaration**"); and

**WHEREAS**, Declarant is, as of the date hereof, the fee simple owner of more than one lot in the Plat and is desirous of amending certain provisions of the Declaration.

**NOW, THEREFORE**, Declarant does hereby, for itself, its successors and assigns amend the Declaration as follows:

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Declaration.

8/25

2) **Part B, CONDITIONS, COVENANTS AND RESTRICTIONS**, add paragraph:

**B-17) Lot Specific Disclosure.**

A) Lot 157 is contiguous to multifamily Lots 158 and 159 and, as such, Lot 157 will share a common private driveway with these multifamily Lots. Lot 157 will be responsible for all maintenance such as snow and ice removal, etc., to the common private driveway until the twin condominium home on Lot 158 has been completely built. Once the twin condominium home has been completely built on Lot 158, the Cardinal Glenn Condominium Association, Inc., will then assume sole responsibilities of the maintenance of the common private driveway and Lot 157 will no longer be responsible for any of the maintenance of the common private driveway.

B) Lot 118 is contiguous to multifamily Lots 119 and 120 and, as such, Lot 118 will share a common private driveway with these multifamily Lots. Lot 118 will be responsible for all maintenance such as snow and ice removal, etc., to the common private driveway until the twin condominium home on Lot 119 has been completely built. Once the twin condominium home has been completely built on Lot 118, the Cardinal Glenn Condominium Association, Inc., will then assume sole responsibilities of the maintenance of the common private driveway and Lot 118 will no longer be responsible for any of the maintenance of the common private driveway.

- 3) Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.
- 4) This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

[Signature(s) on next page]



# CARDINAL GLENN

## EXHIBIT A

LOT NUMBER	PARCEL NUMBER <b>0708-281</b>	STREET ADDRESS
1	0708-281-0304-7	519 STONE ARBOR TRL
2	0708-281-0303-9	513 STONE ARBOR TRL
3	0708-281-0302-1	507 STONE ARBOR TRL
4	0708-281-0301-3	501 STONE ARBOR TRL 9301 HARVEST MOON LN
5	0708-281-0405-3	502 STONE ARBOR TRL 9319 HARVEST MOON LN
6	0708-281-0406-1	508 STONE ARBOR TRL
7	0708-281-0407-9	514 STONE ARBOR TRL
8	0708-281-0408-7	520 STONE ARBOR TRL
9	0708-281-0401-1	531 ROMAN MIST WAY
10	0708-281-0402-9	525 ROMAN MIST WAY
11	0708-281-0403-7	519 ROMAN MIST WAY
12	0708-281-0404-5	513 ROMAN MIST WAY 9331 HARVEST MOON LN
13	0708-281-0504-3	514 ROMAN MIST WAY 9343 HARVEST MOON LN
14	0708-281-0505-1	520 ROMAN MIST WAY
15	0708-281-0506-9	526 ROMAN MIST WAY
16	0708-281-0501-9	9367 HARVEST MOON LN
17	0708-281-0502-7	9359 HARVEST MOON LN
18	0708-281-0503-5	9351 HARVEST MOON LN
O.L. 1	0708-281-0601-7	9371 HARVEST MOON LN
19	0708-281-0701-5	9338 HARVEST MOON LN 508 ROMAN MIST WAY
20	0708-281-0702-3	9342 HARVEST MOON LN
21	0708-281-0703-1	9346 HARVEST MOON LN
22	0708-281-0704-9	9350 HARVEST MOON LN
23	0708-281-0705-7	9354 HARVEST MOON LN
24	0708-281-0706-5	9358 HARVEST MOON LN
25	0708-281-0707-3	9362 HARVEST MOON LN
26	0708-281-0708-1	9366 HARVEST MOON LN
27	0708-281-0709-9	9370 HARVEST MOON LN
28	0708-281-0710-6	9374 HARVEST MOON LN
29	0708-281-0711-4	9378 HARVEST MOON LN
30	0708-281-0712-2	9382 HARVEST MOON LN 537 PINE LAWN PKY
31	0708-281-0801-3	533 PINE LAWN PKY
32	0708-281-0802-1	529 PINE LAWN PKY
33	0708-281-0803-9	525 PINE LAWN PKY
34	0708-281-0804-7	521 PINE LAWN PKY

## CARDINAL GLENN

35	0708-281-0805-5	517 PINE LAWN PKY
36	0708-281-0806-3	513 PINE LAWN PKY
37	0708-281-0807-1	509 PINE LAWN PKY
38	0708-281-0808-9	505 PINE LAWN PKY
39	0708-281-0809-7	501 PINE LAWN PKY 9361 VISTA MEADOW DR
40	0708-281-0901-1	9353 VISTA MEADOW DR
41	0708-281-0902-9	9349 VISTA MEADOW DR
42	0708-281-0903-7	9345 VISTA MEADOW DR
43	0708-281-0904-5	9341 VISTA MEADOW DR
44	0708-281-0905-3	9337 VISTA MEADOW DR 502 ROMAN MIST WAY
O.L. 3	0708-281-1001-8	<b>9357 VISTA MEADOW DR???</b>
45	0708-281-1107-4	9331 VISTA MEADOW DR 501 ROMAN MIST WAY
46	0708-281-1108-2	9325 VISTA MEADOW DR
47	0708-281-1109-0	9319 VISTA MEADOW DR
48	0708-281-1110-7	9313 VISTA MEADOW DR
49	0708-281-1111-5	9307 VISTA MEADOW DR
50	0708-281-1112-3	9301 VISTA MEADOW DR
51	0708-281-1101-6	9302 HARVEST MOON LN
52	0708-281-1102-4	9308 HARVEST MOON LN
53	0708-281-1103-2	9314 HARVEST MOON LN
54	0708-281-1104-0	9320 HARVEST MOON LN
55	0708-281-1105-8	9326 HARVEST MOON LN
56	0708-281-1106-6	9332 HARVEST MOON LN 507 ROMAN MIST WAY
57	0708-281-1201-4	9302 VISTA MEADOW DR
58	0708-281-1202-2	9306 VISTA MEADOW DR
59	0708-281-1203-0	9310 VISTA MEADOW DR
60	0708-281-1204-8	9314 VISTA MEADOW DR
61	0708-281-1205-6	9318 VISTA MEADOW DR
62	0708-281-1206-4	9322 VISTA MEADOW DR
63	0708-281-1207-2	9326 VISTA MEADOW DR
O.L. 5	0708-281-1208-0	9330 VISTA MEADOW DR
64	0708-281-1209-8	9334 VISTA MEADOW DR
65	0708-281-1210-5	9338 VISTA MEADOW DR
66	0708-281-1211-3	9342 VISTA MEADOW DR
67	0708-281-1212-1	9346 VISTA MEADOW DR
68	0708-281-1213-9	9350 VISTA MEADOW DR
69	0708-281-1301-2	9354 VISTA MEADOW DR 445 PINE LAWN PKY
70	0708-281-1302-0	441 PINE LAWN PKY
71	0708-281-1303-8	437 PINE LAWN PKY
72	0708-281-1304-6	433 PINE LAWN PKY 9353 GOLDEN HUE BLVD
73	0708-281-1305-4	9349 GOLDEN HUE BLVD

## CARDINAL GLENN

74	0708-281-1306-2	9345 GOLDEN HUE BLVD
75	0708-281-1307-0	9341 GOLDEN HUE BLVD
76	0708-281-1308-8	9337 GOLDEN HUE BLVD
77	0708-281-1309-6	9333 GOLDEN HUE BLVD
O.L. 6	0708-281-13103	9329 GOLDEN HUE BLVD
78	0708-281-1311-1	9325 GOLDEN HUE BLVD
79	0708-281-1312-9	9321 GOLDEN HUE BLVD
80	0708-281-1313-7	9317 GOLDEN HUE BLVD
81	0708-281-1314-5	9313 GOLDEN HUE BLVD
82	0708-281-1315-3	9309 GOLDEN HUE BLVD
83	0708-281-1316-1	9305 GOLDEN HUE BLVD
84	0708-281-1317-9	9301 GOLDEN HUE BLVD
O.L. 7	0708-281-1401-0	423 PINE LAWN PKY
O.L. 8	0708-281-1402-8	425 PINE LAWN PKY
85	0708-281-1501-8	9302 GOLDEN HUE BLVD
86	0708-281-1502-6	9306 GOLDEN HUE BLVD
87	0708-281-1503-4	9310 GOLDEN HUE BLVD
88	0708-281-1504-2	9314 GOLDEN HUE BLVD
89	0708-281-1505-0	9318 GOLDEN HUE BLVD
90	0708-281-1506-8	9322 GOLDEN HUE BLVD
91	0708-281-1507-6	9326 GOLDEN HUE BLVD
92	0708-281-1508-4	9330 GOLDEN HUE BLVD
93	0708-281-1509-2	9334 GOLDEN HUE BLVD
94	0708-281-1510-9	9342 GOLDEN HUE BLVD
95	0708-281-1511-7	9346 GOLDEN HUE BLVD 413 PINE LAWN PKY
96	0708-281-1512-5	409 PINE LAWN PKY
97	0708-281-1513-3	405 PINE LAWN PKY
98	0708-281-1514-1	401 PINE LAWN PKY 9341 BRIAR HAVEN DR
99	0708-281-1601-6	9333 BRIAR HAVEN DR
100	0708-281-1602-4	9329 BRIAR HAVEN DR
101	0708-281-1603-2	9325 BRIAR HAVEN DR
102	0708-281-1604-0	9321 BRIAR HAVEN DR
103	0708-281-1605-8	9317 BRIAR HAVEN DR
104	0708-281-1606-6	9313 BRIAR HAVEN DR
105	0708-281-1607-4	9309 BRIAR HAVEN DR
106	0708-281-1608-2	9305 BRIAR HAVEN DR
107	0708-281-1609-0	9301 BRIAR HAVEN DR
108	0708-281-1701-4	9302 BRIAR HAVEN DR
109	0708-281-1702-2	9306 BRIAR HAVEN DR
110	0708-281-1703-0	9310 BRIAR HAVEN DR
111	0708-281-1704-8	9314 BRIAR HAVEN DR
112	0708-281-1705-6	9318 BRIAR HAVEN DR
113	0708-281-1706-4	9322 BRIAR HAVEN DR
114	0708-281-1707-2	9326 BRIAR HAVEN DR
115	0708-281-1708-0	9330 BRIAR HAVEN DR

## CARDINAL GLENN

116	0708-281-1801-2	9334 BRIAR HAVEN DR 319 PINE LAWN PKY
117	0708-281-1802-0	313 PINE LAWN PKY
118	0708-281-1803-8	307 PINE LAWN PKY
119	0708-281-1804-6	301 PINE LAWN PKY 9343 SILICON PRAIRIE PKY
120	0708-281-1805-4	9301 SILICON PRAIRIE PKY
121	0708-281-1901-0	9414 HARVEST MOON LN 519 SOUTH POINT RD
122	0708-281-1902-8	9408 HARVEST MOON LN
123	0708-281-1903-6	9402 HARVEST MOON LN 550 PINE LAWN PKY
124	0708-281-1904-4	544 PINE LAWN PKY
125	0708-281-1905-2	538 PINE LAWN PKY
126	0708-281-1906-0	532 PINE LAWN PKY
127	0708-281-1907-8	526 PINE LAWN PKY
128	0708-281-1908-6	520 PINE LAWN PKY
129	0708-281-1909-4	514 PINE LAWN PKY
130	0708-281-1910-1	508 PINE LAWN PKY
131	0708-281-1911-9	502 PINE LAWN PKY
132	0708-281-1912-7	446 PINE LAWN PKY
133	0708-281-1913-5	438 PINE LAWN PKY
O.L. 11	0708-281-1914-3	454 PINE LAWN PKY 501 SOUTH POINT RD
O.L. 12	0708-281-1915-1	426 PINE LAWN PKY 427 SOUTH POINT RD 9431 BRIAR HAVEN DR
134	0708-281-1916-9	402 PINE LAWN PKY 9401 BRIAR HAVEN DR
135	0708-281-1917-7	9407 BRIAR HAVEN DR
136	0708-281-1918-5	9413 BRIAR HAVEN DR
137	0708-281-1919-3	9419 BRIAR HAVEN DR
138	0708-281-1920-0	9425 BRIAR HAVEN DR
139	0708-281-1921-8	9437 BRIAR HAVEN DR
140	0708-281-1922-6	9443 BRIAR HAVEN DR
141	0708-281-1923-4	9449 BRIAR HAVEN DR
142	0708-281-1924-2	9455 BRIAR HAVEN DR
143	0708-281-1925-0	9461 BRIAR HAVEN DR 401 SOUTH POINT RD
144	0708-281-2001-7	9554 BRIAR HAVEN
145	0708-281-2101-5	9550 BRIAR HAVEN
146	0708-281-2102-3	9546 BRIAR HAVEN
147	0708-281-2103-1	9542 BRIAR HAVEN
148	0708-281-2104-9	9538 BRIAR HAVEN 316 CROSS OAK DR
149	0708-281-2002-5	302 CROSS OAK DR 9439 SILICON PRAIRIE PKY 301 SOUTH POINT RD

## CARDINAL GLENN

150	0708-281-2201-3	9424 BRIAR HAVEN 315 CROSS OAK DR
151	0708-281-2202-1	9420 BRIAR HAVEN
152	0708-281-2203-9	9416 BRIAR HAVEN
153	0708-281-2204-7	9412 BRIAR HAVEN
154	0708-281-2205-5	9408 BRIAR HAVEN
155	0708-281-2301-1	9402 BRIAR HAVEN 320 PINE LAWN PKY
156	0708-281-2302-9	314 PINE LAWN PKY
157	0708-281-2303-7	308 PINE LAWN PKY
158	0708-281-2304-5	302 PINE LAWN PKY 9401 SILICON PRAIRIE PKY
159	0708-281-2305-3	301 CROSS OAK DR 9415 SILICON PRAIRIE PKY
O.L. 15	0708-281-0103-3	9414 SILICON PRARIE PKY 209 SOUTH POINT DR
O.L. 16	0708-281-0104-1	201 SOUTH POINT DR

Document No.

DANE COUNTY REGISTER OF DEEDS

DOCUMENT # 4184589

04/26/2006 11:24AM

Trans. Fee:  
Exempt #:

Rec. Fee: 25.00  
Pages: 8

000581

**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARDINAL GLENN**

**CITY OF MADISON, DANE COUNTY, WI.**

Return to:  
**Gail Foltman**  
**Veridian Homes**  
**6801 South Towne Drive**  
**Madison, WI 53713**

See Exhibit A  
(Parcel Identification Numbers)

WHEREAS, Cardinal Glenn Land, LLC, a Wisconsin Limited Liability Company and Great Neighborhoods West, LLC, a Wisconsin Limited Liability Company (collectively, Cardinal Glenn Land, LLC and Great Neighborhoods West, LLC, shall hereinafter be referred to as the "Declarant") of the plat of Cardinal Glenn, City of Madison, Dane County, WI (the "Plat") caused to be placed of record certain Declaration of Protective Covenants and Restrictions (the "Declaration") on the Plat which Declarations were recorded on November 30, 2005, with the Dane County Register of Deeds office as Document No 4137864; and

WHEREAS, Declarant is, as of the date hereof, the fee simple owner of more than one lot in the Plat and is desirous of amending certain provisions of the Declaration.

NOW, THEREFORE, Declarant does hereby, for itself, its successors and assigns amend the Declaration as follows:

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Declaration.
- 2) Part D, Design Guidelines, Section D-1) Single Family Dwelling Units, Paragraph C, Garage, Subparagraph 1), shall be deleted in its entirety and replaced with the following: "There shall be a minimum of a two (2) car, 20' x 20' garage per dwelling. Tandem garage shall be a minimum of 12' x 36'."
- 3) Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.

8/25





## EXHIBIT "A"

0708-281

2005

000584

**CARDINAL GLENN**  
 Out of 0708-281-0102-5, 0201-5 & 0098-6  
 Agricultural Area 8067  
 Madison School District

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS	PRORATED LAND
1	0708-281-0304-7	519 STONE ARBOR TRL	200
2	0708-281-0303-9	513 STONE ARBOR TRL	200
3	0708-281-0302-1	507 STONE ARBOR TRL	200
4	0708-281-0301-3	501 STONE ARBOR TRL 9301 HARVEST MOON LN	200
5	0708-281-0405-3	502 STONE ARBOR TRL 9319 HARVEST MOON LN	200
6	0708-281-0406-1	508 STONE ARBOR TRL	100
7	0708-281-0407-9	514 STONE ARBOR TRL	100
8	0708-281-0408-7	520 STONE ARBOR TRL	100
9	0708-281-0401-1	531 ROMAN MIST WAY	100
10	0708-281-0402-9	525 ROMAN MIST WAY	100
11	0708-281-0403-7	519 ROMAN MIST WAY	100
12	0708-281-0404-5	513 ROMAN MIST WAY 9331 HARVEST MOON LN	100
13	0708-281-0504-3	514 ROMAN MIST WAY 9343 HARVEST MOON LN	100
14	0708-281-0505-1	520 ROMAN MIST WAY	200
15	0708-281-0506-9	526 ROMAN MIST WAY	200
16	0708-281-0501-9	9367 HARVEST MOON LN	200
17	0708-281-0502-7	9359 HARVEST MOON LN	200
18	0708-281-0503-5	9351 HARVEST MOON LN	200
O.L. 1	0708-281-0601-7	9371 HARVEST MOON LN	0
19	0708-281-0701-5	9338 HARVEST MOON LN 508 ROMAN MIST WAY	100
20	0708-281-0702-3	9342 HARVEST MOON LN	100
21	0708-281-0703-1	9346 HARVEST MOON LN	200
22	0708-281-0704-9	9350 HARVEST MOON LN	100
23	0708-281-0705-7	9354 HARVEST MOON LN	100
24	0708-281-0706-5	9358 HARVEST MOON LN	100
25	0708-281-0707-3	9362 HARVEST MOON LN	100
26	0708-281-0708-1	9366 HARVEST MOON LN	100
27	0708-281-0709-9	9370 HARVEST MOON LN	100
28	0708-281-0710-6	9374 HARVEST MOON LN	100
29	0708-281-0711-4	9378 HARVEST MOON LN	100
30	0708-281-0712-2	9382 HARVEST MOON LN 537 PINE LAWN PKY	100
31	0708-281-0801-3	533 PINE LAWN PKY	100
32	0708-281-0802-1	529 PINE LAWN PKY	100
33	0708-281-0803-9	525 PINE LAWN PKY	100

34	0708-281-0804-7	521 PINE LAWN PKY	100
35	0708-281-0805-5	517 PINE LAWN PKY	100
36	0708-281-0806-3	513 PINE LAWN PKY	100
37	0708-281-0807-1	509 PINE LAWN PKY	100
38	0708-281-0808-9	505 PINE LAWN PKY	100
39	0708-281-0809-7	501 PINE LAWN PKY 9361 VISTA MEADOW DR	100
40	0708-281-0901-1	9353 VISTA MEADOW DR	100
41	0708-281-0902-9	9349 VISTA MEADOW DR	100
42	0708-281-0903-7	9345 VISTA MEADOW DR	100
43	0708-281-0904-5	9341 VISTA MEADOW DR	100
44	0708-281-0905-3	9337 VISTA MEADOW DR 502 ROMAN MIST WAY	100
O.L. 3	0708-281-1001-8	<b>9357 VISTA MEADOW DR???</b>	0
45	0708-281-1107-4	9331 VISTA MEADOW DR 501 ROMAN MIST WAY	200
46	0708-281-1108-2	9325 VISTA MEADOW DR	100
47	0708-281-1109-0	9319 VISTA MEADOW DR	100
48	0708-281-1110-7	9313 VISTA MEADOW DR	100
49	0708-281-1111-5	9307 VISTA MEADOW DR	100
50	0708-281-1112-3	9301 VISTA MEADOW DR	100
51	0708-281-1101-6	9302 HARVEST MOON LN	100
52	0708-281-1102-4	9308 HARVEST MOON LN	100
53	0708-281-1103-2	9314 HARVEST MOON LN	100
54	0708-281-1104-0	9320 HARVEST MOON LN	100
55	0708-281-1105-8	9326 HARVEST MOON LN	100
56	0708-281-1106-6	9332 HARVEST MOON LN 507 ROMAN MIST WAY	200
57	0708-281-1201-4	9302 VISTA MEADOW DR	100
58	0708-281-1202-2	9306 VISTA MEADOW DR	100
59	0708-281-1203-0	9310 VISTA MEADOW DR	100
60	0708-281-1204-8	9314 VISTA MEADOW DR	100
61	0708-281-1205-6	9318 VISTA MEADOW DR	100
62	0708-281-1206-4	9322 VISTA MEADOW DR	100
63	0708-281-1207-2	9326 VISTA MEADOW DR	100
O.L. 5	0708-281-1208-0	9330 VISTA MEADOW DR	0
64	0708-281-1209-8	9334 VISTA MEADOW DR	100
65	0708-281-1210-5	9338 VISTA MEADOW DR	100
66	0708-281-1211-3	9342 VISTA MEADOW DR	100
67	0708-281-1212-1	9346 VISTA MEADOW DR	100
68	0708-281-1213-9	9350 VISTA MEADOW DR	100
69	0708-281-1301-2	9354 VISTA MEADOW DR 445 PINE LAWN PKY	100
70	0708-281-1302-0	441 PINE LAWN PKY	100
71	0708-281-1303-8	437 PINE LAWN PKY	100
72	0708-281-1304-6	433 PINE LAWN PKY 9353 GOLDEN HUE BLVD	200
73	0708-281-1305-4	9349 GOLDEN HUE BLVD	100
74	0708-281-1306-2	9345 GOLDEN HUE BLVD	100

75	0708-281-1307-0	9341 GOLDEN HUE BLVD	100
76	0708-281-1308-8	9337 GOLDEN HUE BLVD	100
77	0708-281-1309-6	9333 GOLDEN HUE BLVD	100
O.L. 6	0708-281-13103	9329 GOLDEN HUE BLVD	0
78	0708-281-1311-1	9325 GOLDEN HUE BLVD	100
79	0708-281-1312-9	9321 GOLDEN HUE BLVD	100
80	0708-281-1313-7	9317 GOLDEN HUE BLVD	100
81	0708-281-1314-5	9313 GOLDEN HUE BLVD	100
82	0708-281-1315-3	9309 GOLDEN HUE BLVD	100
83	0708-281-1316-1	9305 GOLDEN HUE BLVD	100
84	0708-281-1317-9	9301 GOLDEN HUE BLVD	100
O.L. 7	0708-281-1401-0	423 PINE LAWN PKY	0
O.L. 8	0708-281-1402-8	425 PINE LAWN PKY	0
85	0708-281-1501-8	9302 GOLDEN HUE BLVD	100
86	0708-281-1502-6	9306 GOLDEN HUE BLVD	100
87	0708-281-1503-4	9310 GOLDEN HUE BLVD	100
88	0708-281-1504-2	9314 GOLDEN HUE BLVD	100
89	0708-281-1505-0	9318 GOLDEN HUE BLVD	100
90	0708-281-1506-8	9322 GOLDEN HUE BLVD	100
91	0708-281-1507-6	9326 GOLDEN HUE BLVD	100
92	0708-281-1508-4	9330 GOLDEN HUE BLVD	100
93	0708-281-1509-2	9334 GOLDEN HUE BLVD	100
94	0708-281-1510-9	9342 GOLDEN HUE BLVD	100
95	0708-281-1511-7	9346 GOLDEN HUE BLVD 413 PINE LAWN PKY	200
96	0708-281-1512-5	409 PINE LAWN PKY	1000
97	0708-281-1513-3	405 PINE LAWN PKY	100
98	0708-281-1514-1	401 PINE LAWN PKY 9341 BRIAR HAVEN DR	100
99	0708-281-1601-6	9333 BRIAR HAVEN DR	100
100	0708-281-1602-4	9329 BRIAR HAVEN DR	100
101	0708-281-1603-2	9325 BRIAR HAVEN DR	100
102	0708-281-1604-0	9321 BRIAR HAVEN DR	100
103	0708-281-1605-8	9317 BRIAR HAVEN DR	100
104	0708-281-1606-6	9313 BRIAR HAVEN DR	100
105	0708-281-1607-4	9309 BRIAR HAVEN DR	100
106	0708-281-1608-2	9305 BRIAR HAVEN DR	100
107	0708-281-1609-0	9301 BRIAR HAVEN DR	100
108	0708-281-1701-4	9302 BRIAR HAVEN DR	100
109	0708-281-1702-2	9306 BRIAR HAVEN DR	100
110	0708-281-1703-0	9310 BRIAR HAVEN DR	100
111	0708-281-1704-8	9314 BRIAR HAVEN DR	100
112	0708-281-1705-6	9318 BRIAR HAVEN DR	100
113	0708-281-1706-4	9322 BRIAR HAVEN DR	100
114	0708-281-1707-2	9326 BRIAR HAVEN DR	100
115	0708-281-1708-0	9330 BRIAR HAVEN DR	100
116	0708-281-1801-2	9334 BRIAR HAVEN DR 319 PINE LAWN PKY	100

117	0708-281-1802-0	313 PINE LAWN PKY	100
118	0708-281-1803-8	307 PINE LAWN PKY	100
119	0708-281-1804-6	301 PINE LAWN PKY 9343 SILICON PRAIRIE PKY	200
120	0708-281-1805-4	9301 SILICON PRAIRIE PKY	800
121	0708-281-1901-0	9414 HARVEST MOON LN 519 SOUTH POINT RD	200
122	0708-281-1902-8	9408 HARVEST MOON LN	200
123	0708-281-1903-6	9402 HARVEST MOON LN 550 PINE LAWN PKY	200
124	0708-281-1904-4	544 PINE LAWN PKY	200
125	0708-281-1905-2	538 PINE LAWN PKY	200
126	0708-281-1906-0	532 PINE LAWN PKY	200
127	0708-281-1907-8	526 PINE LAWN PKY	200
128	0708-281-1908-6	520 PINE LAWN PKY	200
129	0708-281-1909-4	514 PINE LAWN PKY	200
130	0708-281-1910-1	508 PINE LAWN PKY	200
131	0708-281-1911-9	502 PINE LAWN PKY	200
132	0708-281-1912-7	446 PINE LAWN PKY	200
133	0708-281-1913-5	438 PINE LAWN PKY	200
O.L. 11	0708-281-1914-3	454 PINE LAWN PKY 501 SOUTH POINT RD	0
O.L. 12	0708-281-1915-1	426 PINE LAWN PKY 427 SOUTH POINT RD 9431 BRIAR HAVEN DR	0
134	0708-281-1916-9	402 PINE LAWN PKY 9401 BRIAR HAVEN DR	100
135	0708-281-1917-7	9407 BRIAR HAVEN DR	100
136	0708-281-1918-5	9413 BRIAR HAVEN DR	100
137	0708-281-1919-3	9419 BRIAR HAVEN DR	100
138	0708-281-1920-0	9425 BRIAR HAVEN DR	100
139	0708-281-1921-8	9437 BRIAR HAVEN DR	100
140	0708-281-1922-6	9443 BRIAR HAVEN DR	100
141	0708-281-1923-4	9449 BRIAR HAVEN DR	100
142	0708-281-1924-2	9455 BRIAR HAVEN DR	100
143	0708-281-1925-0	9461 BRIAR HAVEN DR 401 SOUTH POINT RD	200
144	0708-281-2001-7	9554 BRIAR HAVEN	200
145	0708-281-2101-5	9550 BRIAR HAVEN	100
146	0708-281-2102-3	9546 BRIAR HAVEN	100
147	0708-281-2103-1	9542 BRIAR HAVEN	100
148	0708-281-2104-9	9538 BRIAR HAVEN 316 CROSS OAK DR	100
149	0708-281-2002-5	302 CROSS OAK DR 9439 SILICON PRAIRIE PKY 301 SOUTH POINT RD	1,500
150	0708-281-2201-3	9424 BRIAR HAVEN 315 CROSS OAK DR	100
151	0708-281-2202-1	9420 BRIAR HAVEN	100

152	0708-281-2203-9	9416 BRIAR HAVEN	000588 100
153	0708-281-2204-7	9412 BRIAR HAVEN	100
154	0708-281-2205-5	9408 BRIAR HAVEN	100
155	0708-281-2301-1	9402 BRIAR HAVEN 320 PINE LAWN PKY	100
156	0708-281-2302-9	314 PINE LAWN PKY	100
157	0708-281-2303-7	308 PINE LAWN PKY	100
158	0708-281-2304-5	302 PINE LAWN PKY 9401 SILICON PRAIRIE PKY	200
159	0708-281-2305-3	301 CROSS OAK DR 9415 SILICON PRAIRIE PKY	800
O.L. 15	0708-281-0103-3	9414 SILICON PRARIE PKY 209 SOUTH POINT DR	LAND 26,000 IMPR 98,000 TOTAL 124,000
O.L. 16	0708-281-0104-1	201 SOUTH POINT DR	300

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**CARDINAL GLENN  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS**

001139

**CITY OF MADISON, DANE COUNTY, WI.**

Drafted by and return to:  
**Gail Foltman  
Veridian Homes  
6801 South Towne Drive  
Madison, WI 53713**

**PREAMBLE**

See Exhibit "B"  
(Parcel Identification Numbers)

This Declaration of Protective Covenants, Conditions and Restrictions (the "**Declaration**") made this *28<sup>th</sup>* day of *November*, 2005, by Cardinal Glenn Land, LLC and Great Neighborhoods West, LLC, Wisconsin Limited Liability Companies (collectively, hereinafter referred to as the "**Declarant**").

**WHEREAS**, Declarant is the owner of real property legally described as the Plat of Cardinal Glenn (the "**Plat**") located in the City of Madison, Dane County, Wisconsin, more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

**WHEREAS**, Declarant desires to provide for the maintenance and enhancement of property values and amenities in said Development, and for the preservation of the properties and improvements thereon, as well as for the preservation of said Development's distinctive style, and to prevent the erection, or maintenance of poorly designed or constructed improvements; and

**WHEREAS**, to the above end, Declarant desires to subject said real property, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

**WHEREAS**, Declarant has thought it desirable for the efficient maintenance and preservation of the values of said Development to create an Association to which should be delegated and assigned the powers of owning, maintaining and administering the Common Property and facilities, as set forth below,

39/87

and administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges as hereinafter or in the future created or established, and promoting the health, welfare and recreation of the Development's residents. Declarant will incorporate The Cardinal Glenn Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "**Association**") for such purposes;

**NOW, THEREFORE**, the Declarant declares that the real property Lots 1-159, and Outlots 1-15 and public and private alleyways legally described and depicted in Exhibit "A", attached hereto and incorporated herein by reference, will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

**PART A**  
**ASSOCIATION MATTERS**

**A-1) Definitions.**

- A) "Association" shall mean and refer to as Cardinal Glenn Homeowners Association, Inc., and its successors and assigns.
- B) "Common Property" includes all those areas located in the Development which are not contained within a Lot and which are intended for common use or are necessary or convenient to the existence, maintenance or safety of the Development. Common Property may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Declaration, and all improvements located on said property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include all public or private alleys, accessways, traffic calming measures, plantings, landscaping islands or boulevards, which the City of Madison is not obligated to maintain. Declarant may, by subsequent amendment or easement, designate parts of certain private lands within the Development as Common Property, rendering the Association responsible for maintenance thereof, without subjecting the same to the ownership provisions contained in Section A-3, below.
- C) "Declarant" shall mean and refer to Cardinal Glenn Land, LLC and Great Neighborhoods West, LLC, Wisconsin limited liability companies, or their successors and assigns.
- D) "Lot" shall mean and refer to the lands described as Cardinal Glenn as described and depicted in Exhibit "A", now owned by Declarant, but which Declarant in the future intends to convey to purchasers who shall thereupon become members of the Association. The term "Property" or "Properties" shall be synonymous with the term Lot.
- E) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the Properties described in Exhibit "A". A purchaser of any of said Properties by land contract shall be referred to as "Owner" instead of the land contract vendor.
- F) "Occupant" shall mean and refer to the occupant of any of the Properties who shall either be an Owner or a lessee who holds a written lease having an initial term of twelve months or more.
- G) "Subdivision" shall refer to the lands described in Exhibit "A". The term "Subdivision" is synonymous with the term "Development."

**A-2) Membership and Voting Rights.**

**A) Members.** Declarant will incorporate the Association. Each Owner of a Lot shall automatically become a member of the Association. By acceptance of the Deed or other instrument of conveyance, the Owner(s) of each Lot consent to such Owner's membership in the Association whether or not specified on the deed to the Owner. Membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. The Association shall have authority to manage the Common Property. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be members of the Association. Tenants of Properties who are not Owners shall not be members of the Association. To the extent that Declarant owns any Lot, Declarant shall be a member of the Association until such ownership terminates.

**B) Voting Rights.**

1) Each member shall be entitled to one vote for each Lot owned except as set forth in A-2(B) (2) below.

2) When there is more than one Owner of a Lot, said Owners shall only be entitled to one collective vote for each Lot. There shall be no fractional votes or voting. When there is more than one Owner of any Lot, the vote attributable to such ownership must be cast unanimously by all the Owners of that Lot, or it shall not be considered for any purpose.

**C) Proxies.** Any Member may vote by proxy. All proxies shall be in writing and signed by the Owner or in cases where there is more than one Owner, by all Owners of the Lot.

**D) Articles of Incorporation and By-Laws.** The purposes and powers of the Association and the rights and obligations with respect to the members thereof, shall be governed by the Articles of Incorporation and By-Laws of the Association; provided, however, that such Articles of Incorporation and By-Laws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration.

**E) First Year's Operating Expenses.** Commencing on the date established for the payment of assessments under Section A-4(B)(1), Declarant shall pay to the Association an amount equal to the estimated operating expenses of the Association for a period of one (1) year, less assessments on Lots owned by Declarant actually paid to the Association for the one (1) year period of time. Said payment may be made in a lump sum or in twelve (12) monthly installments, at Declarant's option. Prior to said date, Declarant shall be solely responsible for payment of all maintenance expenses.

**A-3) Description.**

**A) Responsibility for Assessments.** At the present time, the Declaration is applicable to all Lots located in the Development. Declarant shall turn over to the Association, at the time control is turned over to the Members, any surplus received by the Association of income over expenses. The following table describes the number of assessment units (an "**Assessment Unit**"), which are assigned to various Lots in the Development based upon their intended use at the present time. The number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share ("**Percentage Interest**") of assessments for common area maintenance and other expenses, which the Association is permitted to

assess to members under the Declaration. The Declarant shall be responsible for payment of assessments attributable to all Lots owned by Declarant. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit.

<u>Use</u>	<u>Number of Assessment Units</u>
1) Single Family:	One (1) per Dwelling Unit.
2) Multi-Family Residential Apartments:	Seventy-five/100 <sup>th</sup> (.075) per Dwelling Unit
3) Multi-Family Condominiums:	Seventy-five/100 <sup>th</sup> (.075) per Dwelling Unit
4) Multi-Family Town homes/Duplexes:	One (1) per Dwelling Unit
5) Commercial/Office/Retail Development:	Fifty/100 <sup>th</sup> (.50) per 1,000 square feet of usable space

**B) Percentage Interest for Condemnation or Insurance Proceeds.** For the purposes of establishing an Owner's percentage of insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner in the Common Property.

**C) Conveyance, Lease or Encumbrance of Percentage Interest.** Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease for a period of time in excess of one (1) year (a "Lease") any Lot shall be deemed to include the Owner's Percentage Interest in the Common Property and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein. The conveyance, encumbrance or Lease of an Owner's Percentage Interest in the Common Property independent of the appurtenant Lot and the conveyance, encumbrance or Lease of an appurtenant Lot independent of the Owner's Percentage Interest in the Common Property shall be prohibited.

**D) Ownership.**

1) The Common Property shall be initially owned by the Declarant until conveyed as provided below.

2) At the time of purchase, legal title to a percentage interest in the Common Property shall be deemed conveyed with each lot to an Owner, whether or not specified on the deed to the Owner. Legal title to the percentage interest in the Common Property shall be deemed conveyed with any subsequent conveyance of a Lot whether or not specifically stated. Taxes, assessments or other charges on the Common Property may be divided according to each Owner's Percentage Interest by the taxing authority or may be an assessment by the Association against each of the Lots in an amount equal to the Percentage Interest attributable to such Lot.

3) The Common Property shall be conveyed to the Association by the Declarant. The Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned by the Association. General property taxes, assessments and other charges shall be prorated between the Declarant and the Association based on the date of conveyance by the Declarant to the Association.

E) **Damage or Destruction of Common Property by Owner.** In the event any Common Property is damaged or destroyed by an Owner or any of his guests, lessees, tenants, licensees, agents or member(s) of his family, including pets, said Owner does hereby irrevocably authorize the Association to repair said damage. The Association shall repair and restore any damaged area to its former condition. The amount necessary for said repair shall become a special assessment upon the Property of said Owner.

A-4) **Maintenance of Common Property**

A) **Maintenance Requirements.**

1) **Responsible Party.** Declarant shall initially provide for the care, operation, management, maintenance and repair of the Common Property, until the Common Property is conveyed as provided herein. After such time, the Association shall provide for the care, operation, management, maintenance and repair of the Common Property and shall keep the Common Property maintained in good and safe condition.

2) **General Responsibilities.** Maintenance shall include, but not be limited to, responsibility for landscaping and lawn care, trash removal in the alleyways, snow shoveling with particular attention being paid to cross walk ramps and islands, improvements to common areas, upkeep of stormwater management facilities which may include detention basins and drainage swales, common property lighting and/or other common property utility charges and any special street design features or traffic calming features and trash pickup in alleys.

3) **Specific Responsibilities. Traffic Calming Devices.** Certain streets within the Property may include special traffic islands and traffic calming measures within the public right-of-way. The Association shall be responsible, at the Association's sole cost and expense, for the maintenance and upkeep of such physical traffic measures. Such maintenance and upkeep shall be performed at the discretion of the Association except to the extent required by the City of Madison, and shall include landscaping, snow and ice removal. If the special street design features or landscaping are not maintained, the City of Madison will give notice to the Association that it is not being maintained. If the Association does not respond to the notice within sixty (60) days, the City may modify the physical traffic measures to minimize maintenance needs; including replacing landscaped surfaces with asphalt. The Association and persons involved with the maintenance and upkeep of the special traffic measures shall indemnify and hold harmless the City of Madison and its boards and commissions, and their officers, agents and employees from and against all claims, demands, loss or liability of any kind, type or description, related to the maintenance and upkeep of the special traffic measures.

4) In order to carry out its maintenance obligations, the Association may enter into a long-term contract (i.e., no less than ten (10) years) with a reputable property management company ("**Management Company**"), pursuant to which contract the Management Company shall assume the maintenance obligations of the Association as provided herein.

5) Any and all expenses incurred by the Management Company, on behalf of and pursuant to its contract with the Association, in connection with the management and maintenance of the Common Property and administration of the Association shall be deemed to be common expenses ("**Common Expenses**"), including, without limitation, expenses incurred for: landscaping and lawn care;

snow shoveling and plowing; trash removal in alleyways; improvements to the Common Property; common grounds security lighting; municipal utility services for Common Property enforcement of this Declaration (including attorneys' fees); and maintenance and management salaries and wages.

**B) Assessments.**

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments ("**General Assessments**") against each Lot beginning July 1, 2006 or the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to their Percentage Interests in the Common Property. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

2) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, may, whenever necessary or appropriate, levy special assessments ("**Special Assessments**") against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Association and/or the Management Company may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. Special Assessments shall be paid at such time and in such manner as the Association or the Management Company may determine. Any Special Assessment or installment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

3) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on such Lot. 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. The Association or the Management Company, on behalf of and pursuant to its contract with 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 Lots. Any such foreclosure action may be brought at the Association election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association/Management Company securing unpaid charges arising by virtue of this Declaration 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 lien.

**C) Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Property shall not release the assessment lien. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment(s) as to payments which become due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or proceedings in lieu thereof shall relieve such Property from liability from any assessments thereafter becoming due or from the lien thereof.

**D) Joint and Several Liabilities of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a Property shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Property conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Declaration in excess of the amount therein set forth.

**PART B**  
**CONDITIONS, COVENANTS AND RESTRICTIONS**

**B-1) Applicability.** The following provisions in this Part B shall apply to all Lots and Outlots, as described in Exhibit "A" and such other Lots or Outlots as may, in the future, be subjected to this Declaration, as the same may be amended from time to time, by Declarant in the sole exercise of Declarant's discretion.

**B-2) Land Use And Building Type.** Only the following designated uses for Lots and Outlots shall be permitted:

**A)** Lots 1-118, 121-148, 150-157 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined below. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter.

**B)** Lots 119-120, 149, 158-159 shall be used for multi-family residential purposes, that may include multiple-story buildings either owner or non-owner occupied. Each Owner, by accepting a deed to the Owner's Lot, shall be conclusively deemed to have consented to such use and to have forever released any right to object to such use.

**C)** Outlots 2, 4, 9, 10, 13 and 14, as shown on the Plat, shall be public alleys and shall be dedicated to the Public. The cost of the maintenance of the public alleys shall be the responsibility of the City of Madison except for trash removal as referenced in Section B-16) Notice to Owners, Subparagraph B).

**D)** Outlots 1, 3, 5, 6 and 8 shall be used as permanent open area and shall be deemed a part of the Common Property, which the Association is obligated to maintain under Section (A) of the Declaration, the cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required.

**E)** Outlots 7 and 11, as shown on the Plat, shall be dedicated to the City of Madison for stormwater management and public pathway purposes.

**F)** Outlot 12, as shown on the Plat, shall be dedicated to the City of Madison for park purposes.

G) Outlot 15 may be used for future mixed use/employment area and shall be a separate plat and submittal. Each Owner, by acceptance of a deed to the Owner's Lot, shall be conclusively deemed to have consented to such use and to have forever released any right to object to such use.

H) Outlot 16 shall be a private Outlot.

I) Section 28.04(25) of the Madison General Ordinances requires that new subdivisions in the City of Madison contain lots that are reserved for the construction of dwelling units to be owned by families with an annual income that is less than the Area Median Income, as that term is defined in the Ordinance. Section 28.04 of the Madison General Ordinances is popularly known as the Inclusionary Zoning Ordinance. The lots in the Subdivision which, pursuant to agreement between the Developer and the City of Madison, have been designated as inclusionary zoning lots, and which are subject to the requirements to the Ordinance, are Lots 2, 10, 13, 19, 29, 31, 37, 43, 46, 50, 53, 70, 76, 85, 99, 103, 108, 115, 118, 145, 147, 152 and 156. All inclusionary zoning lots are subject to a recorded Land Use Restriction, also required by the City of Madison, which contains restrictions that are specific to such lots.

Uses, other than the uses set forth in this section B-2, shall not be permitted on the Lots or Outlots, as applicable, without the prior written approval of the Declarant and Committee (defined in Section B-3 below), as appropriate. After Declarant control of the Association has terminated, approval from the Association and the Committee shall be required.

Except as otherwise provided herein, no buildings, signs or other structures incidental to the use of any Outlot, which have been approved in advance by the Committee, may be constructed on any Outlot.

All rights-of-way noted on the Plat shall be dedicated as permanent public streets and rights-of-way and shall be improved in accordance with agreements entered into between the Declarant and the municipality in which the Development is located.

**B-3) Architectural Control.** No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by a majority of the Architectural Control Committee (the "**Committee**") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. There shall be a variation in building elevations on adjacent Lots. Approval shall be as provided below.

**B-4) Dwellings and Landscaping.** The landscaping to be installed on all Lots must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points as set forth hereafter as described in Exhibit "C", attached hereto and incorporated herein by reference and further described in the Design Guidelines. The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference and further referenced in the Design Guidelines. The structure and the minimum landscaping requirements shall be completed within nine (9) months after issuance of a building permit. Landscape installed by the Declarant may or may not meet the minimum number of required points. All driveways shall be of concrete and shall be installed within nine (9) months after substantial completion of the structure. No outbuilding or accessory building of any nature shall be erected on any Lot with the exception of detached garages approved by the Committee in advance of construction. No above-ground swimming pools shall be permitted. All

Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every fourteen (14) days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with the terms of Section A-4 (B)(2) above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

**B-5) Vehicle and/or Equipment Storage.** No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration "**Equipment**"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage.

**B-6) Construction On Adjoining Lots.** Nothing contained herein shall be construed to prohibit the construction of a residential dwelling or private garage partially on one Lot and partially on an adjoining Lot without regard to side yards between adjoining Lots, provided that all such Lots are owned by the same person or persons.

**B-7) Easements.**

A) No structure, planting, or other materials shall be placed or permitted to remain within any easement of record (an "**Easement**") if any, which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water or the direction of such flow through the Easement or through such other drainage channels or swales that may have been created by the Plat or otherwise. The Easements located on each Lot and all improvements therein shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

B) The Intra-block drainage Easement shall be graded with the construction of each principal structure in accordance with the approved Stormwater Drainage Plan on file with the City Engineer and the Zoning Administration, as amended in accordance with the Madison General Ordinances.

C) Certain Lots, defined below, within the Plat are subject to a Joint Driveway Easement and/or Maintenance Agreements, which shall be for driveway purposes as shown on the Plat and will be subject to a Joint Driveway Easement ("**Joint Driveway Easement**") and/or Maintenance Agreements ("**Maintenance Agreements**") setting forth the adjoining Lot Owners' rights to use and

obligations to maintain the joint driveway. The configurations of some Lots on the public alleys require that they have a shared driveway. In some cases, that will require one Lot to grant the other an Easement permitting use of the joint portion of the driveway and allocating responsibility for maintenance costs. In other cases, the Lot will only have a Joint Maintenance Agreement ("**Joint Maintenance Agreement**") allocating responsibility for maintenance of the joint driveway located in the public-right-of-way.

- 1) Lot 72 is subject to an ingress/egress easement granted to Lot 71.
- 2) Lot 95 is subject to an ingress/egress easement granted to Lot 96.
- 3) Lot 119 is subject to an ingress/egress easement granted to Lot 118.
- 4) Lot 158 is subject to an ingress/egress easement granted to Lot 157.

**D)** Public utility easements five feet (5') wide (unless otherwise noted on the Plat). Utility easements as herein set forth on the Plat are for the use of public and private utilities having the right-of-way to serve the area.

**E)** All lots within this plat are subject to a non-exclusive easement for drainage purposes which shall be a minimum of five feet (5') in width measured from the property line to the interior of each lot except that the easement shall be ten feet (10') in width on the perimeter of the Plat. Ts shall not be required on the property lines shared with greenways or public streets.

#### **B-8) Slope and Swale Areas.**

**A)** The graded slopes and swales as established by Declarant shall remain as permanent. Within these slopes and swales, no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope and swale ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slopes and swales of each Lot and all improvements in them shall be maintained continuously by the Owner of a Lot, at the Owner's sole expense, except for those improvements for which a public authority or utility company is responsible.

**B)** In order to control run off, all down spouts and down spout extenders are to drain into a permeable area such as grass or a planting bed.

**C)** Declarant and the City of Madison have agreed to a certain Storm Water Management Plan. In the event of conflict between any plans and such Storm Water Management Plan, the Storm Water Management Plan shall control. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance or correction of any drainage condition and the Lot Owner shall be responsible for the cost thereof.

**D)** Any disputes relating to drainage swales, drainage or other surface water issues, shall be resolved by the Board of Directors of the Association, which may seek the advice of the City Engineer of the City of Madison. The Association shall establish procedures by which such decisions can be heard by the Board of Directors and decided by said Board.

**B-9) Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Lots and/or improvements.

**B-10) Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

**B-11) Signs.** No sign of any kind shall be displayed to the public view on any Lot except, one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent or signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant.

**B-12) Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

**B-13) Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot.

**B-14) Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**B-15) Mailboxes.** Mailboxes and posts serving homes in the neighborhood, whether individual or multi-gang shall be as determined, and as provided by Declarant at Declarant's sole cost and expense. Damaged or missing mailboxes and post shall be replaced with a mailbox and post identical in all respects with that originally provided, at the sole cost and expense of the Owner(s). The location and placement of the mailboxes shall be at the sole discretion of the United States Postal Service.

**B-16) Notices to Owners.** The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in the Property:

A) Portions of the neighboring property have been approved for multi-family apartments or condominiums. At closing, the deed for each Lot will include an Exhibit A attachment evidencing Owners waiver of objection to such uses. By acceptance of a deed to a Lot, Owners accept such uses and waive any objections to the same.

**B) Public and/or Private Alley:** Public and/or Private Alleys (collectively, "Alleys") as shown on the Plat as Outlots 2, 4, 9, 10, 13 and 14 will be dedicated to the City of Madison. The cost of the maintenance of the Alleys shall be the responsibility of the City of Madison. Certain Lots in the Development border Alleys, which are intended to serve as the access to such Lots. Restrictions on the Alleys are summarized as follows:

1) There will be no public trash, leaf or recycled material pick-up service in said Alleys, but instead, there will be one or more trash pick-up collection points designated by the Declarant to be used by Owners of a Lot bordering the Alleys in question. Trash pick-up may initially be provided by the Association and charged as an expense of the Association, but such arrangement may be changed to provide for public or some other method of trash pick-up at a future time as determined by the Declarant or the Association. All trash receptacles to include recycling receptacles must be removed from the Alleys within 24 hours after trash or recycled material pick-up.

2) Mailboxes for homes located on the Alleys may be clustered at one end of the Alleys in question or clustered at various locations along the public street. Location and placement of the mailboxes is the sole discretion of the United States Postal Service.

3) Snow removal, repair and replacement of Alleys will be the responsibility of the City of Madison.

4) Homes with garage access to a public alley are required to have two (2) "coach" lights on each side of the garage door, which will be wired to a photo electric eye for automatic use from dusk to dawn. The lights have been pre-selected by Declarant. There are four (4) selections available. It is the Buyer's responsibility to maintain the lights so that they are always operational.

**C) Plantings, flower beds, and entry signs** (including utility installations connected therewith) constructed and installed by Declarant, if any, shall be deemed a part of the Common Area. The Association is obligated to maintain any entry feature; maintenance shall include electrical charges (if any), sign repair and maintenance of the landscaping including mowing of all lawns and grass areas. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required adversely affects the natural flow of surface or underground waters within the area permitted.

### **PART C**

### **ARCHITECTURAL CONTROL COMMITTEE**

**C-1) Membership.** Declarant shall establish an Architectural Control Committee (the "Committee") consisting of three (3) members. So long as Declarant has title to any Lot subject to this Declaration, the Committee shall be appointed by Declarant. After Declarant no longer has title to any Lot within the Development or at such earlier time as determined by the Declarant, the initial members of the Committee shall resign and the Association shall elect three (3) Owners to serve on the Committee. At any time, Declarant may elect to surrender the selection of the members of the Committee to the Association.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The Committee appointed hereunder shall serve for the time period specified in paragraph C-10, below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

**C-2) Architectural Control.** No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete Architectural Review Application ("**Application**") depicted in Exhibit "F" attached hereto and incorporated herein by reference, plans, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee.

**C-3) Plan Review.** The Committee shall review said Application, plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation. The Committee shall use the guidelines set forth in this Declaration as an aid in exercising its architectural control responsibilities hereunder, but nothing contained herein or therein shall limit the Committee's discretion to grant variances from or make changes to, the guidelines, as they shall determine in the sole exercise of their discretion.

**C-4) Procedure.**

**A)** Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed Fifty and no/100 Dollars (\$50.00) for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after application, plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied.

**B)** A submission will not be complete, and the thirty (30)-day approval time, as applicable, set forth above shall not commence until all documents required herein have been submitted. All such submissions shall be made to the Committee at the address set forth in this Declaration or to such other address that the Committee may designate.

**C)** The Committee shall have the sole right to reject any application and plans which, in the judgment and sole opinion of a majority of its members are not in conformity with this Declaration; or are not desirable for aesthetic reasons; or are not in harmony with buildings located on the surrounding Lots; or are not in conformity with the general purposes of this Declaration.

**D)** The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the

Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

E) The Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as Common Property expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

**C-5) Separate City Approval.** Matters which require approval of the Committee may also require approval of the City of Madison. Obtaining approval from the Committee and the City of Madison is solely the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the City of Madison and approval by the City of Madison shall not be deemed approval by the Committee.

**C-6) Records.** Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address:

Cardinal Glenn Homeowners Association, Inc.  
Architectural Control Committee  
% Veridian Homes  
6801 South Towne Drive  
Madison, Wisconsin 53713

**C-7) Committee Liability.** Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any Owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. The Committee is not responsible for ensuring that the application and plans submitted by an Owner are in compliance with applicable laws, rules, regulations, ordinances or customary and typical building practices.

**C-8) Indemnification.** Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Property expense. Nothing in this Section C-8 shall be deemed an indemnification of such person with respect to such person's status as an Owner, occupant or otherwise.

**C-9) Variance.** The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Declaration if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other houses in the development.

**C-10) Successor to Committee.** Declarant may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when Declarant no longer has any ownership interest in the Property. At such time as Declarant turns over Committee control, the Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder.

## **PART D** **DESIGN GUIDELINES**

### **D-1) Single Family Dwelling Units.**

**A) Architectural Character.** Architecture within the Development will be developed with a variety of American vernacular architectural styles in mind. These architectural styles, while not a comprehensive list, will offer a unique mixture of styles for the development, and will be applied with proportions and character in mind. The overall character of the development will be created so that the architectural styles are compatible and the overall cohesion of styles will help foster a unique setting without stifling the architectural creativity on the individual building level, creating a varied but integrated community. The following styles are permitted:

Cottage	Craftsman	Four Square	Farmhouse	Main Street
Prairie	Shingle	Traditional	Victorian	Southern Traditional

The requirements as itemized in the following section will be used as applicable to the context of the specific architectural style. Declarant reserves the right to grant variances in its sole discretion. Where city zoning is more restrictive, such requirements will govern.

**B) Front Porch.** Usable front porches are encouraged as both visual and functional design elements.

1) A usable open front porch is defined as having a minimum depth of 6'-0", and a minimum width of 8'-0".

2) Porch post style should be consistent with the overall architectural style of the home. Minimum standard porch design details include the following; porch posts or alternate per plan, porch balustrades, when provided, of nominal 2" x 2" square wood at a maximum of six inches (6") on center; and newel posts that are of the same design as the base of the column posts. Porch columns and railings shall be painted to match the trim color of the house.

**C) Garage.**

- 1) There shall be a minimum of a two (2) car, 20' x 20' garage per dwelling unit.
- 2) The maximum garage width exposed on the front elevation shall be no greater than fifty percent (50%) of the overall building width.
- 3) A front-entry garage cannot project beyond the face of the home or the open porch. For homes without porches adjacent to the garage, the garage face must be set back a minimum of 2'-0" from the front elevation or otherwise comply with the applicable zoning classification requirements.
- 4) Tandem, split or side entry garages are encouraged for three (3) or four (4) car garages. For three (3) car front entry garages, the third stall must have a minimum setback of the greater of 2' from the two-car garage line or as required by compatible roof design. Overall garage width must comply with zoning and design guideline standards.
- 5) The garage door shall be a raised panel design painted to match the siding on the home. The use of windows in the door, appropriate to the architectural style, is encouraged. The maximum single garage door size is 8' x 18".

**D) Ornamental Design Elements.**

- 1) Ornamental design elements, such as dormers, shutters, window wrap window grids, gable vents, pilasters, pediments, etc., shall be used in a manner consistent with the overall architectural style of the home and with emphasis on elevations exposed to public space.
- 2) Window wrap or shutters and window grids are required on front and other primary elevations facing a public space. Gable vents, 5" horizontal vinyl trim, and/or eyebrow roofs are required on front elevation gables greater than 10'-0" in width and are encouraged on other gables as deemed appropriate by the Architectural Control Committee.
- 3) The shutters shall be wood or polystyrene with colors as outlined in the Color Chart established by Declarant for the Development or of other material or color as deemed acceptable by the Architectural Control Committee. Panel or louver design shutters shall be used as appropriate to home materials & style.
- 4) The window wrap shall be 3½" smooth finish vinyl with colors as outlined in the Color Chart and used with box outs or when part of the standard plan.
- 5) Gable vents shall be the NuWood triangle or peaked series or equivalent for the front elevation, and side elevations facing a public street, or other design approval by the Architectural Control Committee. Other gable ornamentation as appropriate to architectural style may be allowed or required by the Architectural Control Committee.

**E) Roof/Facias/Soffits/Eaves.**

1. Roof Standards:
  - a) Roof design must be consistent with the overall architectural style

of the home. Roof forms and pitches as established on individual styles may not be altered without approval by the Architectural Control Committee.

- b) Roof material shall be Owens Corning Oakridge 30 architectural shingle or equal as approved by the Committee. Colors shall be as outlined in the approved neighborhood color chart.
  - c) Use of an eyebrow roof or projecting gable is required at brick walls not extending into a gable are encouraged, as appropriate, at double gable returns and porch column caps.
  - d) Hip roof design, porches or other elements deemed appropriate by the Architectural Control Committee may be used in lieu of specific gable requirements.
2. Fascia, Soffit and Eave Standards:

- a) Facia shall be 6" minimum aluminum with colors as outlined in the Color Chart, wood may be used when appropriate to the architectural style.
- b) Aluminum soffit and eave color shall match facia
- c) A minimum 12" overhang is required at typical eaves and gable ends. However, 6" is allowable with projections less than 6'-0" in width, such as the fireplace chase and a small bay window, and beyond structure line at open porches.

**F) Exterior Wall Surfaces.**

- 1) Siding material shall be Wolverine Classic Triple 3 smooth finish or equal as approved by the Committee. Classic double 4.5 or special shapes may be used as appropriate to architectural style. Colors shall be as outlined in the approved neighborhood color chart.
- 2) Windows may be vinyl; vinyl clad, aluminum clad or wood with colors as outlined in the approved neighborhood color chart.
- 3) Variation of wall planes on primary elevations is encouraged.
- 4) Any elevations facing public streets or spaces shall have a minimum of two (2) windows with wrap trim or shutters and window grills as appropriate and one (1) gable vent.
- 5) The use of brick or stone is encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, a soldier course window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

6) Brick or stone material and color selections shall be as indicated on the Color Chart and harmonious with overall neighborhood palette, as well as with the specific home design.

**D-2) Other Improvements.**

**A) Fences** All fencing must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the City of Madison may be required to construct fencing. Committee approval does not supercede the need for any municipal approvals or permits.

- 1) Fencing shall consist of wood and shall be stained or painted. Only two styles of fencing are permitted and are detailed in Exhibits "E-1" and "E-2".
  - a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
  - b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
  - c) Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot.
  - d) Fencing colors shall match the lighter of the home's trim or siding color.
- 2) Appropriate uses of fencing:
  - a) Fencing shall be limited to rear and side yards only.
  - b) Fencing shall meet up with the corners of the home or garage and may not project past the front face of home or garage.
  - c) Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.
  - d) Fencing at side yards of corner lots may not project past the front yard setbacks of the adjacent lot of the side facing the street or not past the side yard setback if all adjacent lots do not face streets.
- 3) Inappropriate use of fencing:
  - a) Fencing in front yards shall not be permitted.

- b) Fencing shall not occur in freestanding segments or be placed arbitrarily.
- c) Fencing shall not meet porch or deck corners.
- d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

**B) Decks.** All decks must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the City of Madison may be required to construct a deck. Committee approval does not supercede the need for any municipal approvals or permits.

- 1) Appropriate deck design shall incorporate the following criteria:
  - a) Deck(s) shall be proportionate in size to the footprint of the dwelling
  - b) Deck(s) shall be proportionate in length and width
  - c) Deck(s) shall not project past the rear or side yard setbacks
  - d) Deck(s) at side yards of corner lots may not project past the corner of the home or garage for that side facing the street.
  - e) Deck(s) must be stained or painted
- 2) Inappropriate deck design:
  - a) Deck(s) in front yards shall not be permitted.
  - b) Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.
  - c) Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

**C) Kennels/Runs.** All dog kennels or dog runs must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the City of Madison may be required to construct kennels/runs and fencing. Committee approval does not supercede the need for any municipal approvals or permits.

- 1) Fencing surrounding kennel or run shall consist of wood and shall be stained or painted. Only two styles of fencing are permitted and are detailed in Exhibits "E-1" and "E-2".
  - a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.

- b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
  - c) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run.
  - d) Fencing colors shall match the lighter of the home's trim or siding color.
- 2) Appropriate placement of kennels or runs:
- a) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.
  - b) Kennel or run shall meet up with the corners of the home or garage and may not project past the face of home or garage.
  - c) Only one kennel or run is permitted per Lot.
  - d) Kennels must be oriented with the long side parallel to home.
- 3) Inappropriate placement of kennels or runs:
- a) Kennel or run in front or side yards shall not be permitted.
  - b) Kennel or run shall not occur in freestanding segments or be placed arbitrarily on the lot.
  - c) Kennel or run shall not meet porch or deck corners.
  - d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

**D) Outbuildings.** No outbuilding, shed or accessory building of any nature shall be erected on any Lot, with the exception of a detached garage that is the only garage on the lot and is approved by the Committee prior to construction. Secondary units (granny flats) above detached garages may be allowed with prior written approval from the ACC.

**E) Antennae/Wind Powered Electric Generators.** No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot without prior written approval of the Committee.

- 1) Appropriate antennae or satellite dish placement:
- a) Only one antennae or satellite dish shall be allowed per lot.
  - b) Antennae or satellite dish shall be placed in rear yards or on the rear roofline of home and shall not be visible from curb directly in

front of the home.

- c) Antennae or satellite dish shall not project past the upper most roof ridge line.
- 2) Inappropriate antennae or satellite dish placement:
  - a) Antennae or satellite dish in front or side yards shall not be permitted.
  - b) Antennae or satellite dish shall not interfere with utility equipment.

F) **Firewood Storage.** No firewood or woodpile shall be kept on any lot unless it is neatly stacked, placed in the rear yard and screened from street view by plantings or a fence first approved in writing by the Committee.

G) **Solar Collectors.** No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the Committee, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

H) **Lighting.** Exterior lighting installed on any Lot shall either by indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots.

I) **Landscaping Requirements.** Pursuant to Section B-4 of the Declaration of Conditions, Covenants and Restrictions, Developer hereby imposes upon all Lots described in Exhibit "A", attached hereto and incorporated herein by reference, the requirement that the Owners thereof install landscaping on such Lots which meets or exceeds the minimum number of points for landscaping set forth in Exhibit "C". The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference. All terms, covenants and conditions of Section B-4 of the Declaration of Conditions, Covenants and Restrictions, as amended herein, shall be applicable to the landscaping to be installed pursuant to the terms of this paragraph. Landscape installed by the Declarant may or may not meet the minimum number required.

## PART E GENERAL PROVISIONS

E-1) **Term.** This Declaration shall run with the Property and Common Property, and shall be binding on Declarant and all Members and their successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date recorded, after which time said Declaration shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the Members agreeing to change said Covenants in whole or in part or to terminate the same.

E-2) **Enforcement.** The Declarant (or either one of them if more than one), Architectural Control Committee or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons

violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Committee shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees.

**E-3) Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**E-4) Model Homes.** So long as Declarant shall own any Lot in the Development, Declarant shall be permitted to maintain model homes in the Development, including therein a sales office for the purpose of sales and marketing of its homes.

**E-5) Parade of Homes and/or Condominiums.** So long as Developer shall own any Lots in the Development, or condominium units in any condominium located within the Development (collectively a "Lot/Unit"). Developer reserves the right to submit some or all of said Lots/Units as a site for the Parade of Home and/or the Parade of Condominiums of the Madison Area Builders Association (the "Parade"). In the event that some or all of said Lots/Units are selected as a site for a Parade, this Declaration of Protective Covenants, Conditions and Restrictions shall, as to the Lots/Units enrolled in the Parade, for a limited period of time ending 48 hours after the conclusion of the Parade, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade in this Development pursuant to the then current Parade Rules and Checklist of the Madison Area Builders Association. All purchasers of Lots/Units, and/or their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration of Protective Covenants, Conditions and Restrictions by the Developer, the Madison Area Builders Association, or any of the builders or participants in the Parade for the period of the Parade as set forth above, including the closing of any public or private streets in the Parade area. All Lot/Unit owners appoint the Developer their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade.

**E-6) Governing Law.** This Declaration shall be construed and enforced in accordance with the terms of the laws of the State of Wisconsin. The terms of this Declaration are not intended to replace or affect any applicable laws, ordinances, rules or regulations of the City of Madison.

**E-7) Notices.**

A) Notices to Declarant shall be given to Declarant at the following address: 6801 South Towne Drive, Madison, WI 53713.

B) Notices to an Owner of any Lot within the Development shall be given in care of the street address of the Lot.

C) Any party may change its address by written notice given to the other parties. Party, its successors and/or assigns, may change said addresses by notice properly given hereunder.

**E-8) Amendment and Release.** At any time until Declarant conveys all of the Lots which comprise the entire Property, or turns control of the Association over to its Members, whichever occurs first, Declarant may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant, their Mortgagees or any other party, including the Association and its Board of Directors. These restrictions or any part thereof may be cancelled, released or amended in writing as to the entire Plat or any part thereof by the Declarant at any time until Declarant conveys all of the Lots or until the Declarant turns over control to the Committee, whichever comes first. After the Declarant has sold all of the Lots or otherwise released or assigned his right to enforce the Declaration, then this Declaration or any part thereof may be released, cancelled, amended or waived hereof. Anything to the contrary notwithstanding, so long as M & I Marshall & Ilsley Bank or its successors or assigns (collectively, "Mortgage") has a real estate mortgage interest in any of the Lots, Development or any other real estate described in this Declaration, or any exhibit attached hereto (collectively, "Property"), Mortgagee may, without the consent of the Declarant, any Owner, Occupancy, their mortgagees or any other party, including the Association (if any) and its Board of Directors, modify, amend, alter and grant variances to this Declaration. Mortgagee agrees that it will not exercise any such rights so long as the Declarant is not in default regarding any of the documents evidencing the obligation of the Declarant to the Mortgagee secured by Mortgagee's real estate mortgage on the Property.

**E-9) No Waiver.** Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or any other provision of this Declaration.

**E-10) Number and Gender.** Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

**E-11) Including.** Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

**E-12) Captions.** The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

**E-13) Remedies.** All remedies herein are cumulative.

{Signatures on next page}

IN WITNESS WHEREOF, the said Cardinal Glenn Land, LLC and Great Neighborhoods West, LLC, Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 29<sup>th</sup> day of November, 2005.

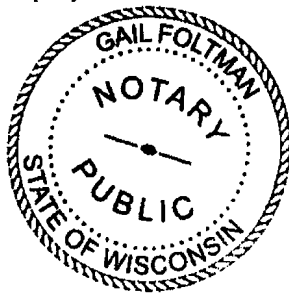
Cardinal Glenn Land, LLC  
By: VH Land, LLC, its Sole Member

By: [Signature]  
Donald A. Esposito, Jr. Assistant Secretary

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss  
COUNTY OF DANE        )

Personally came before me this 28<sup>th</sup> day of November, 2005, Donald A. Esposito, Jr. the Assistant Secretary of VH Land, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.



[Signature]  
Gail Foltman  
Notary Public Dane County, Wisconsin  
My Commission Expires: February 25, 2007

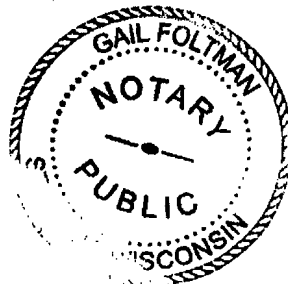
Great Neighborhood West, LLC  
By: Great Neighborhood, Inc., its Sole Member

By: [Signature]  
Donald A. Esposito, Jr. Assistant Secretary

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss  
COUNTY OF DANE        )

Personally came before me this 28<sup>th</sup> day of November, 2005, Donald A. Esposito, Jr. the Assistant Secretary of Great Neighborhood Inc., a Wisconsin Corporation, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.



[Signature]  
Gail Foltman  
Notary Public Dane County, Wisconsin  
My Commission Expires: February 25, 2007

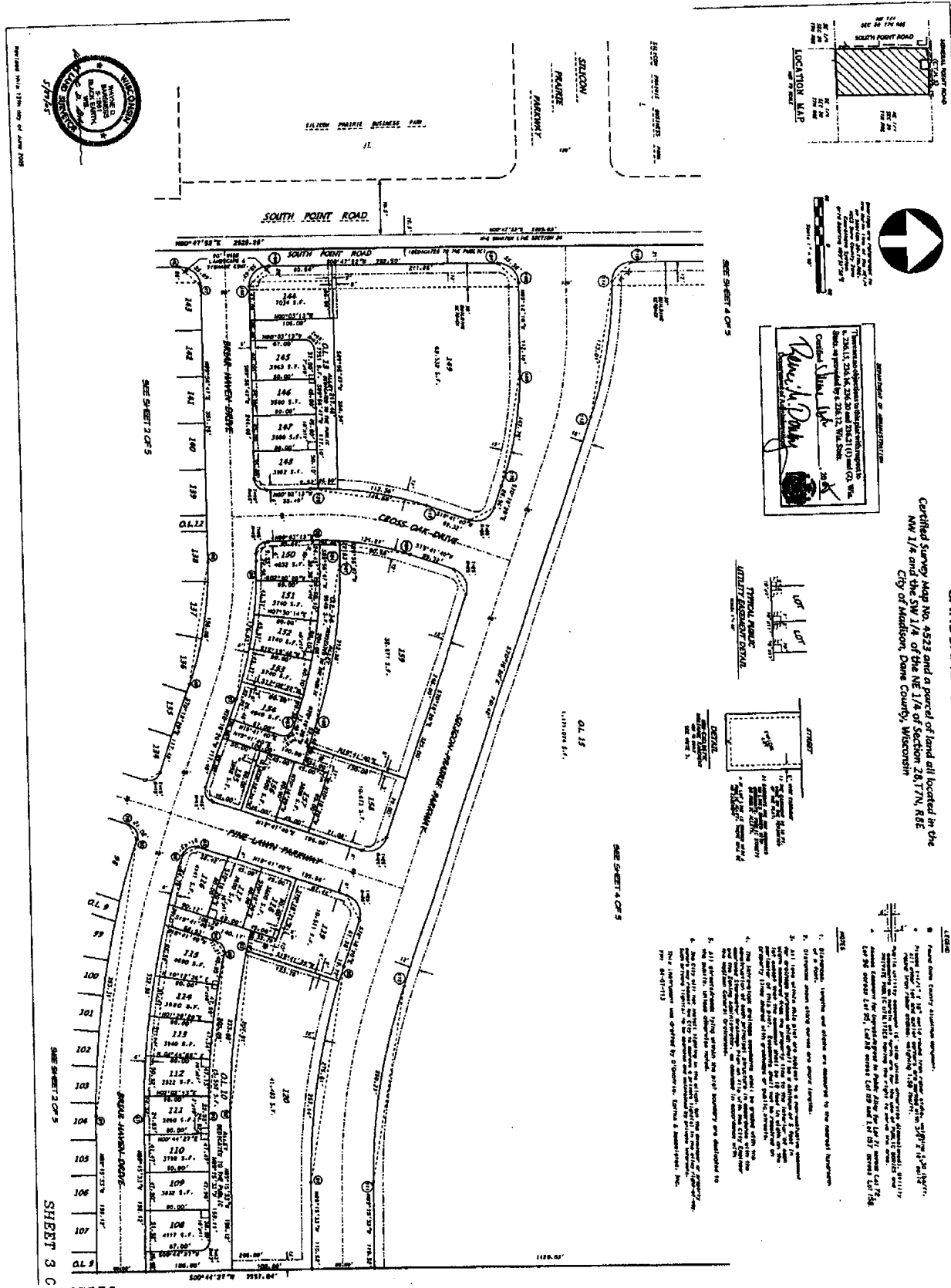


**Exhibit "A"**

Certified Survey Map No 4523 and a parcel of land all located in the NW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 28,  
T7N, R8E, City of Madison, Dane County, Wisconsin







CARDINAL GLENN

Certified Survey Map No. 4523 and a parcel of land all located in the NW 1/4 and the SW 1/4 of the NE 1/4 of Section 28, T7N, R8E City of Madison, Dane County, Wisconsin

VOL. 53-022A PLATS PAGE 4A8

NOTES

1. All dimensions, lengths and widths are according to the original Surveyor's Map.
2. All dimensions shown along streets are center line widths.
3. All lot areas are based on the original Surveyor's Map and are subject to change if the original Surveyor's Map is found to be incorrect.
4. The Surveyor's Map is subject to change if the original Surveyor's Map is found to be incorrect.
5. All dimensions shown along streets are center line widths.
6. All lot areas are based on the original Surveyor's Map and are subject to change if the original Surveyor's Map is found to be incorrect.
7. The Surveyor's Map is subject to change if the original Surveyor's Map is found to be incorrect.
8. All dimensions shown along streets are center line widths.
9. All lot areas are based on the original Surveyor's Map and are subject to change if the original Surveyor's Map is found to be incorrect.
10. The Surveyor's Map is subject to change if the original Surveyor's Map is found to be incorrect.

NOTE: PLEASE BE ADVISED THAT THE DOCUMENT GRANTOR(S) HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIAL ON THIS MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by grantor(s) or grantor(s) agent: Gail M. Foltman Date (use black ink) 11-14-05

Name of grantor(s) or grantor(s) agent printed: (use black ink) GAIL M. FOLTMAN



001169

**Exhibit "B"**

251/0708-281-0098-6

251/0708-281-0101-7

251/0708-281-0102-5

038/0708-281-8570-6

## EXHIBIT "C"

**Total Minimum Points for Landscaping**

<b>Lot(s)</b>	<b>Minimum Points for Foundation Plantings</b>	<b>Total Minimum Points for Landscaping</b>
19-44, 57-120, 144-159	300	425
1-18, 45-56, 121-143	350	500

**EXHIBIT "D"**  
**Landscaping Elements**

<b>Elements</b>	<b>Point Schedule</b>
A) <i>Small Shade Trees (balled and burlaped)</i> ..... (1.5"-2" caliper at 6" from the roots)	50
B) <i>Medium Shade Trees (balled and burlaped)</i> ..... (2"-3" caliper at 6" from the roots)	100
C) <i>Large Shade Trees (balled and burlaped)</i> ..... (3"-4" caliper at 6" from the roots)	150
D) <i>Extra-Large Shade Trees (balled and burlaped)</i> ..... (4" + caliper at 6" from the roots)	200
E) <i>Ornamental Trees (balled and burlaped)</i> ..... (1.5"-2" caliper at 6" from the roots)	50
F) <i>Small Evergreen Trees</i> ..... (3' to 4.5' when planted)	25
G) <i>Medium Evergree Trees</i> ..... (5' to 6.5' when planted)	50
H) <i>Large Evergreen Trees</i> ..... (7' + when planted)	100
I) <i>Evergreen Shrubs</i> ..... (18" minimum diameter)	20
J) <i>Small Deciduous Shrubs</i> ..... (18" to 35" in diameter)	10
K) <i>Medium Deciduous Shrubs</i> ..... (35" to 60" in diameter)	15
L) <i>Large Deciduous Shrubs (balled and burlaped)</i> ..... (60" or greater in diameter)	25
M) <i>Decorative Retaining Walls</i> ..... (Points are per face foot. Boulders, timbers, and stones only – no concrete walls included.)	10
N) <i>Paver Stone Walks, Paths or Patios</i> ..... (Points per square foot – no driveways included.)	1
O) <i>Planting Beds</i> ..... (Points per square foot – must be decorative stone or mulch.)	1

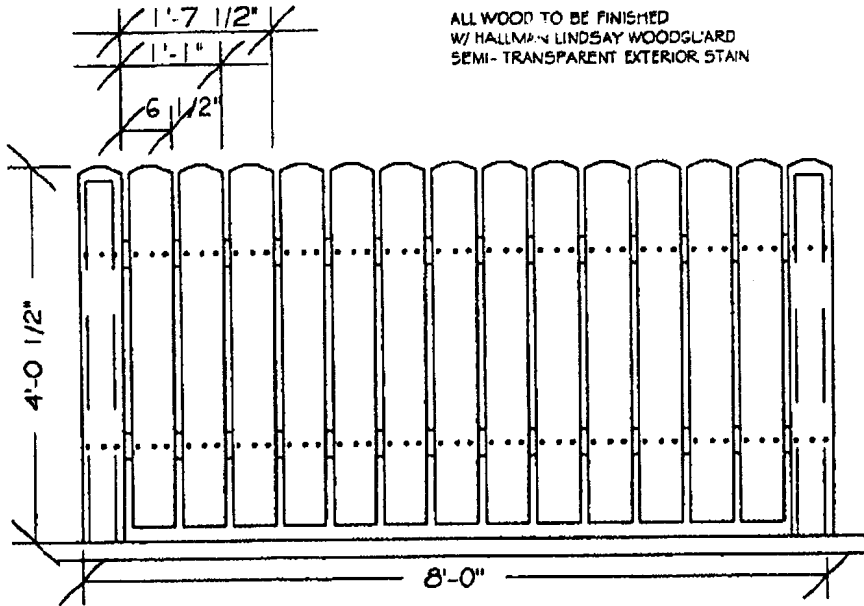
The final point totals must consist of a balanced variety of the listed elements acceptable to the Architectural Control Committee. Existing vegetation, trees and shrubs may be included in the point totals if they are properly protected and maintained during the construction process and located as such on the landscape plans submitted to the Architectural Control Committee for approval.

# Exhibit E1

001172

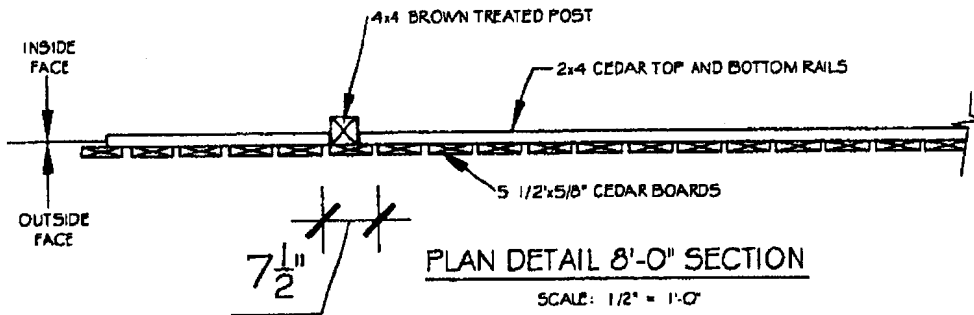
**NOTE:** 4x4 POSTS TO BE BROWN TREATED WOOD

ALL WOOD TO BE FINISHED W/ HALLMARK LINDSAY WOODGLARD SEMI-TRANSPARENT EXTERIOR STAIN




**ELEVATION TYPICAL 8'-0" SECTION 6" PICKETS**

SCALE: 1/2" = 1'-0"



**4'0 PICKET FENCE DETAIL**

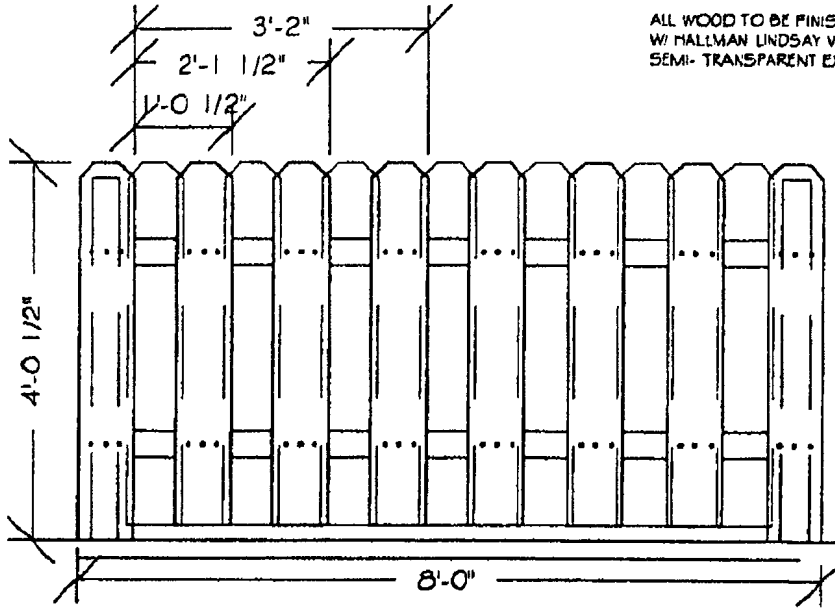
Model: _____ ELEVATION	Custom Designed For: _____		 <b>VERIDIAN HOMES</b> 6801 South Towne Drive - Madison, WI 53713 (608)226-3100 Fax: (608)226-0600 © Copyright 2004 Veridian Homes Protected Under Architectural Works Copyright Protection Act of 1990
	Lot/Subdivision: _____	Address: _____	
Base Plan: _____ Revised: _____	Drawn By: _____	Customer Approval: _____ / 2004	Note: Please review carefully. What is shown in this plan represents what will be constructed. We will not be held responsible for errors if work is built according to the customer's approved plan.
	Date: _____	DSM Approval: _____ / 2004	
<b>Do Not Scale</b> Note: All dimensions are stud to stud		Revised: _____	

# Exhibit E2

001173

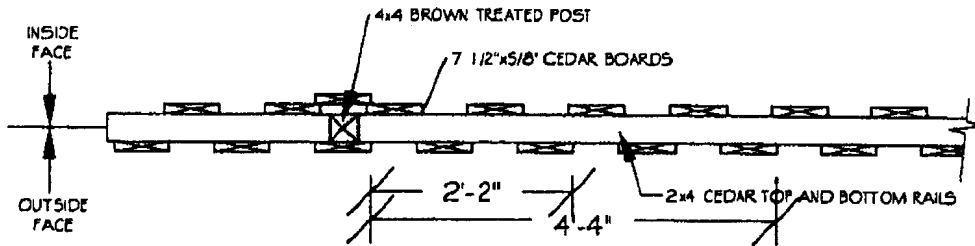
NOTE: 4x4 POSTS TO BE BROWN TREATED WOOD

ALL WOOD TO BE FINISHED W/ HALLMAN LINDSAY WOODGUARD SEMI-TRANSPARENT EXTERIOR STAIN



ELEVATION TYPICAL 8'-0" SECTION 7 1/2" CEDAR PICKET


SCALE: 1/2" = 1'-0"



PLAN DETAIL 8'-0" SECTION

SCALE: 1/2" = 1'-0"

## 4'0" BOARD ON BOARD FENCE DETAIL

Model: _____ ELEVATION	Custom Designed For: _____		 <b>VERIDIAN HOMES</b> 6601 South Towne Drive - Madison, WI 53713 (608)226-5100 Fax: (608)224-0600 <small>© Copyright 2004 Veridian Homes Protected Under Architecture Works Copyright Protect on Act of 1990</small>
	Lot/Subdivision: _____		
Base Plan: _____	Address: _____	Drawn By: _____	Customer Approval: _____ /2004
Plan: _____	Revised: _____	Date: _____	DSM Approval: _____ /2004
<b>Do Not Scale</b> Note: All dimensions are stud to stud		<small>Note: Please review carefully. What is shown in the plan represents what will be constructed. We will not be held responsible for errors if work is built according to the customer's approved plan.</small> Revised: _____	

**EXHIBIT "F"**

**ARCHITECTURAL REVIEW APPLICATION**

1. Owner(s): \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Home telephone number: \_\_\_\_\_

4. Email address: \_\_\_\_\_

5. General description of alterations being submitted:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Estimated starting date: \_\_\_\_\_

7. Estimated completion date: \_\_\_\_\_

8. Owner(s) hereby acknowledge they are familiar with the Declaration of Protective Covenants, Conditions and Restrictions (the "Restrictions"), as well as, Amendments to the Declaration of Protective Covenants, Conditions and Restrictions ("Amendments"), if any, of the neighborhood.

9. Owner(s) hereby acknowledge and agree to honor all deadlines, if any, for completion of improvements referenced herein as established by the Architectural Control Committee (the "Committee").

10. Owner(s) agree to store construction materials on the above referenced property only, and will bear the cost of repairing any damages caused to any such other areas for non compliance.

11. Owner(s) agree to remove all unused materials from public view within seven (7) days following the completion of any work.

12. Owners hereby acknowledge in the event the Committee fails to approve or disapprove within thirty (30) days after the application and related documents requiring approval have been submitted, the application will be deemed denied. Submission will not be complete, and the thirty (30) day approval time, shall not commence until after all documents required herein have been submitted.

Initials \_\_\_\_\_

**Required Exhibits and Supporting Documentation**

The documents listed below must accompany all application for Committee approval. Failure to submit the proper documents to the Committee will be considered incomplete and will be returned as unapproved.

1. Paint or stain colors: A sample of the color(s) intended to be used; along with existing paint colors on the home that will remain unchanged must be provided. Note: A photo of existing paint colors is an acceptable alternate to samples of existing colors.
2. Finish materials: A written description and/or sample of all finish material to be used for exterior modification must be provided.
3. Site plan or plot plan: A site plan or plot plan, drawn to scale, showing the location and dimension of the proposed alternations, including orientation with respect to the property lines, must be provided for applications, including but not limited to decks, patios, walls, storage sheds, fences, gazebos and any structural additions to the home.
4. Architectural drawing and/or landscape plans: Complete detailed architectural drawings or plans must be provided for, including but not limited to decks, storage sheds, fences, gazebos and structural addition to the home, as well as, surrounding landscaping or topography changes of the lot
5. Contractors' estimate/proposal/plans: Bids receive may include the majority of the above described requirements. You may attach these documents to the application to be submitted. The cost listed may be deleted as the Committee is not interested in the cost of the improvement.
6. Additional exhibits: Additional exhibits may be required in order to permit adequate evaluation of the proposed changes. Feel free to contact the Committee for guidance prior to submission of application if in doubt.

**NOTICE GIVEN TO OWNERS**

1. Nothing contained herein shall be construed to represent those alterations to lots or buildings in accordance with these plans shall not violate any of the provision of the Building and Zoning Codes established by the municipality, to which the property is subject to. Further, nothing contained herein shall be construed as a waiver or modification of said Restrictions.
2. Nothing contained herein shall be construed to represent those improvements, as approved by the Committee, are buildable.
3. Where required, appropriate building permits shall be obtained for the municipality prior to construction. Nothing contained herein shall be construed as a waiver of said requirement.

Initials \_\_\_\_\_



**APPLICATION SUBMITTAL**

1. Please mail or deliver two (2) copies of the application and supporting documents to Cardinal Glenn Homeowners Association Architectural Control Committee, % Veridian Homes, 6801 South Towne Drive, Madison, WI 53713.
2. Do not include original documents as they may not be returned. All pages submitted must be legible copies. Faxed submissions are not acceptable.
3. Owner must sign, if signature line is provided, or initial any page not signed indicating that you have read and agree to the requirements and notices given that are contained within the Exhibit F submittal form.

**APPLICATION REVIEW**

- Approved
- Not Approved
- Approved as noted (see comments below)
- Additional Information needed (see comments below)

**COMMENTS/REQUIREMENTS FOR APPROVAL**

- Copy of building permit required
- Copy of land survey required
- Color samples required
- Other information required:

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Comments from Committee Member:

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Committee Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_