

DANE COUNTY
REGISTER OF DEEDS

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GRANDVIEW COMMONS

Declaration of Conditions, Covenants and Restrictions

Part A

PREAMBLE AND ASSOCIATION MATTERS

Declaration made this 19th day of December, 2002, by Great Neighborhoods, Inc., a Wisconsin Corporation (hereinafter "**Developer**").

WHEREAS, Developer is the owner of real property located in Dane County, Wisconsin and further described 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

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, WI 53703

See Exhibit "D"
(Parcel Identification Number)

WHEREAS, Developer desires to provide for the maintenance and enhancement of property values, amenities, environment and opportunities 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 Developer 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, Developer has thought it desirable for 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 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; and

WHEREAS, Developer has incorporated Grandview Commons Homeowners Association, Inc., a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "**Association**"); and

WHEREAS, Developer intends to proceed with the Development in phases, as further set forth below, with phases subsequent to Phase I, as that term is defined below, being made subject to this Declaration, as the same may be amended from time to time, by separate written instrument executed by the Developer at a later date.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

A-1) Definitions.

A) "Association" shall mean and refer to Grandview Commons Homeowners Association, Inc., and its successors and assigns.

B) "Common Property" shall mean and refer to that land described and/or depicted in Exhibit "B", and any additions thereto designated by the Developer 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. Developer 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) "Developer" shall mean and refer to Great Neighborhoods, Inc., a Wisconsin Corporation, or its successor and assigns.

D) "Property" or "Properties" shall mean and refer to the lands described as Phase 1 in Exhibit "A", now owned by Developer, but which Developer in the future intends to convey to purchasers who shall thereupon become members of the Association. The term "Lot" shall be synonymous with the term Property.

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) Reference to a "Phase," followed by a numeral, shall refer to those Phases described in Exhibit "A," all of which constitute the entire Property. Developer reserves the right to change, without the consent of the Association or any other Owner, Occupant or their mortgagees, the Lots designated in any particular Phase by a written instrument specifically referring to this Declaration and stating the amendment with respect to the definition of any Phase. Non-residential Phases are as identified in said Exhibit "A". This Declaration shall only be effective as to Phase 1 described in Exhibit "A", with the effectiveness as to subsequent Phases being dependant upon Developer recording an amendment hereto making this Declaration applicable to any such Phase.

H) "Book of Regulations" shall mean and refer to the document containing the resolutions setting forth the rules, regulations and policies established and adopted by the Board of Directors as the same may be from time to time adopted, recorded and/or amended.

A-2) Membership and Voting Rights.

A) Members. Prior to the recording hereof, Declarant has incorporated the Association. Each Owner of a Property shall automatically become a member of the Association. By acceptance of the Deed or other instrument of conveyance, the Owner(s) of each Property consent to such Owner's membership in the Association. Membership in the Association is appurtenant to each Property. Each Owner of a Property 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 Occupants shall not be members of the Association. To the extent that Developer owns any property, Developer 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 Property owned except as set forth in 2(B)(2) below.

2) When there is more than one Owner of a Property, said Owners shall only be entitled to one collective vote for each Property. There shall be no fractional votes or voting. When there is more than one Owner of any Property, the vote attributable to such ownership must be cast unanimously by all the Owners of that Property, 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 Property.

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), Developer 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 Developer 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 Developer's option. Prior to said date, Developer shall be solely responsible for payment of all maintenance expenses.

A-3) Common Property.

A) Common Property. The Common Property includes all those areas located in the Subdivision 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 Subdivision.

B) Percentage Interests. Each Owner shall own an undivided percentage interest in the Common Property, appurtenant to each Lot, which interest shall be a percentage

equal to the total square footage of the applicable Lot divided by the total square footage of all Lots in the Subdivision, carried out to four (4) decimal places ("Percentage Interest").

C) 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.

D) Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or 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.

E) Ownership.

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

2) At the time of purchase, legal title to a percentage interest in the Common Property shall be conveyed with each Lot to an Owner. 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) Any portion of the Common Property not previously conveyed to Owners shall be conveyed to the Association at such time as seventy-five percent (75%) of the Lots have been conveyed to purchasers. 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.

4) Declarant, the Association and all Owners of a percentage interest in the Common Property hereby waive notice and protest of any tax or assessments levied by the City of Madison against such Owners or any part of the Property attributable to the Common Property in which such Owners, the Association or the Declarant may have an interest.

F) 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.**

1) 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.

2) The Association shall provide for the care, operation, management, maintenance and repair of the Common Property. Maintenance shall include, but not be limited to, responsibility for landscaping of any special street design features or traffic calming features, including snow shoveling, with particular attention being paid to cross walk ramps and islands. Several streets within the Property will 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. If the landscaping is 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 physical traffic measures will be topped with an asphalt pavement. 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. The Association shall maintain the Common Property in a good and safe condition, including, without limitation, performing lawn care and snow removal, and assess the cost of maintenance of the Common Property as provided herein. In order to carry out its maintenance obligations, the Association shall 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.

3) 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; improvements to the Common Property; common grounds security lighting; municipal utility services; enforcement of this Declaration (including attorneys' fees) and maintenance and management salaries and wages.

B) Assessments.

1) The Management Company, on behalf of and pursuant to its contract with the Association, shall levy monthly general assessments ("General Assessments") against each Lot for 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 month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear 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. General Assessments shall commence on the first day of the 6th complete calendar month after the sale of a Lot to a third party purchaser who is not the Developer or an affiliate thereof.

2) 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/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/Management Company may determine. Any Special Assessment or installment not paid when due shall bear 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 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 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 Management Company's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, 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 Liability 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 therefor. 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

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B-1) Fully-Protected Residential Area. The following provisions in this Part II shall apply to Phase I, as described in Exhibit "A" and such other Phases as may, in the future, be subjected to this Declaration, as the same may be amended from time to time, by Developer in the sole exercise of Developer's discretion. As used in this Part II, the term "Property," shall mean the Lots described as Phase I in Exhibit "A." The term "Lot" shall refer to a Lot made a part of said Phase I.

B-2) Land Use And Building Type. The Property shall be used for residential purposes, including gardens. 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 pursuant to an amendment to this Declaration to be recorded by Developer for this purpose.

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 in Phase I must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points to be established pursuant to an amendment to this Declaration to be recorded by Developer for this purpose. The structure and the minimum landscaping requirements shall be completed within nine (9) months after issuance of a building permit. 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. 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 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 Part I, paragraph (4), 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/Drainage. No structure, planting, or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No drainage swale shall be graded or obstructed so as to impede the flow of water from other Lots or outlots through such swale. 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 advise 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-8) 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-9) 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-10) 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 Developer, 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 Developer.

B-11) 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-12) Garage 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-13) 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 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-14) Fences. All fences must be approved by the Committee or its designated approving authority, and shall comply with any requirements for fences set out in the Design Guidelines, as that term is defined in Section C-3, below. The Committee may require the installation and maintenance of landscape materials for screening and aesthetic purposes.

B-15) Outbuildings. No outbuilding or accessory building of any nature shall be erected on any Lot.

B-16) 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.

B-17) Firewood Storage. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed on a non-street side yard and screened from street view by plantings or a fence approved by the Committee.

B-18) 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.

B-19) 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.

B-20) Mailboxes. Mailboxes serving homes in the neighborhood, whether individual or multi-gang shall be as determined and as provided by the Developer at the Developer's sole cost and expense, and shall be replaced if necessary, with a mailbox identical in all respects with that originally provided, at the sole cost and expense of the Owner(s).

B-21) 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 Property may be within an area subject to elevated ambient highway noise levels on account of the proximity of the Property to adjoining highways and streets.

B) Portions of the Property may be affected by an active quarry operation which is located on certain lands adjoining the Property. Certain portions of the Property are located within 300 feet of the boundary of said quarry operation.

C) Portions of the plat in which the Property is located have been approved for multi-family apartments or condominiums, for commercial-retail and commercial-offices, as more particularly described in the recorded Zoning Text referred to in Section D-5 below. By acceptance of a deed to a Lot, Owners hereby accept such uses and waive any objections to the uses as described in the Zoning Text.

Part C

ARCHITECTURAL CONTROL COMMITTEE

C-1) Membership. The Committee is composed of the following persons, who are also the initial Directors of the Association:

David P. Simon	2800 Royal Avenue Madison, Wisconsin 53713
Jeff N. Simon	2800 Royal Avenue Madison, Wisconsin 53713
Karen Simon Dreyer	2800 Royal Avenue Madison, Wisconsin 53713

A majority of the Committee may designate a representative to act for it. The initial designated representative shall be David P. Simon. 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-8, 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 court, swimming pool, antenna (whether located on a structure or on a Lot), flag pole, wall, landscaping 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 plans, specifications 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 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,

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the plans for required landscaping, and the grading plan. A copy of such plan specifications and plot plans as finally approved shall be deposited with the Committee.

C-3) Plan Review. The Committee shall review said 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. It is contemplated that the Development will be the subject of a comprehensive, written set of design guidelines (the "**Design Guidelines**"). The Design Guidelines shall be available to Owners, builders and others constructing improvements in the Development as an aid to such construction. The Committee shall use the Design Guidelines 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 Design Guidelines, as they shall determine in the sole exercise of their discretion.

C-4) Procedure. 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 \$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 plans and specifications or any other matters requiring approval have been submitted to it, approval shall not be required and the related covenants shall be deemed to have been complied with fully.

C-5) 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: Grandview Commons Architectural Control Committee, c/o David P. Simon, 2800 Royal Avenue, Madison, Wisconsin 53713.

C-6) 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.

C-7) Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of these Restrictions and Covenants 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-8) Successor to Committee. Developer may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when Developer no longer has any ownership interest in the Property. At such time as Developer turns over 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
GENERAL PROVISIONS

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D-1) Term. This Declaration shall run with the Property and Common Property, and shall be binding on Developer 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.

D-2) Enforcement. The Architectural 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.

D-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 affect.

D-4) Amendment. At any time until Developer conveys all of the Lots which comprise the entire Property, including all Phases, or turns control of the Association over to its Members, whichever occurs first, Developer may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant or any other party, including the Association. In addition, Developer may elect to make this Declaration applicable to any subsequent Phase of the Development, without the consent or approval of the Association, its Board of Directors or any of its Members or their Mortgagees or any Owner or Occupant, except that no such Amendment may increase the percentage share of a Member's assessment under Paragraph A-4, above.

D-5) Zoning Text. This Declaration is intended to supplement that certain Zoning Text for Grandview Commons dated November 5, 2002, recorded on November 13, 2002, as Document No. 3589157, at pages 2894 to 3117. In the event of a conflict between the provisions hereof and the provisions of the Zoning Text, the provisions of the Zoning Text, limited to the pages enumerated above, if any shall control. Notwithstanding the foregoing, the Zoning Text shall be subject to the terms of paragraph D-4, above.

Part E
SIDEYARD RESTRICTIONS

E-1) Applicability. The provisions of this Part E shall be applicable to those Lots described in Exhibit "E," attached hereto and incorporated herein by reference (the "**Affected Lots**"). Developer reserves the right to amend the description of the Affected Lots at any time hereunder so long as amendment is permitted under Section D-4 above, to the same extent as permitted therein.

E-2) Sideyard Restriction. As shown in the Grandview Commons Plat, the Affected Lots are contiguous to each other. It is Developer's intent to construct houses on the Affected Lots that have a sideyard of seven (7) feet on one side and a sideyard of three (3) feet on the other side. There will therefore be a total of ten (10) feet between houses on contiguous lots. Any such lot which has a seven (7) foot sideyard contiguous to another lot with a three foot (3) foot sideyard, shall be herein referred to as the "**Dominant Estate.**" Any such lot that has a three (3) foot sideyard that is contiguous a seven (7) foot sideyard, shall be herein referred to as the "**Servient Estate.**" The following terms and provisions shall apply to the Dominant Estate and the Servient Estate:

A) The Owner of the Servient Estate hereby grants to the Owner of the Dominant Estate, a perpetual, non-exclusive easement for the use and maintenance of the three (3) foot sideyard located on the Servient Estate (the "**Easement Area.**") The Owner of the Dominant Estate shall be responsible for all maintenance, as that term is defined in Section A-3(A), above, to the Easement Area, but shall have no responsibility for maintenance to any structure located on the Servient Estate. Notwithstanding the foregoing, the Owner of the Servient Estate shall at all times have access to the Easement Area for any lawful purpose associated with use, maintenance or operation of the home to be located on the Servient Estate. The Owner of the Servient Estate shall be responsible for payment of all real estate taxes relating to the Easement Area and shall maintain public liability insurance on the Easement Area.

B) This easement shall be perpetual, non-exclusive and shall be deemed to run with the land. This easement shall be binding upon the Owners of the Servient Estate and the Owners of the Dominant Estate, and their respective heirs, successors and assigns. Neither the Owner of the Servient Estate or the Dominant Estate shall take any action which would impede the use and enjoyment of the Servient Estate or the Dominant Estate, as the case may be, or of the easement created herein.

IN WITNESS WHEREOF, the said Great Neighborhoods, Inc., a Wisconsin Corporation, has caused these presents to be signed and sealed this 17th day of December, 2002.

GREAT NEIGHBORHOODS, INC., a Wisconsin Corporation

By: David P. Simon

Print Name: David P. Simon

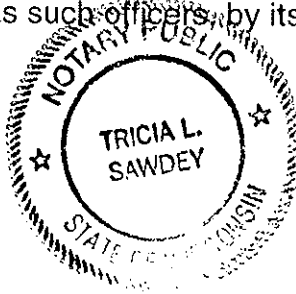
Print Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

003326

Personally came before me this 19th day of December, 2002, David P. Simon
the President of Great Neighborhoods, 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.



Tricia Sawdey
Notary Public Dane County, Wisconsin
My Commission Expires: 11-16-2003

THIS DOCUMENT SHOULD BE RETURNED TO: and drafted by:
Attorney Gregory J. Paradise
MOHS, MACDONALD, WIDDER & PARADISE
20 North Carroll Street
Madison, WI 53703

Exhibit "A"

003327

The Property

Phase 1: Lots 257, 279-283, inclusive, 286, 287, 292, 293, 299-309, inclusive, 311, 319-346, inclusive, 367, 368, 390-393, inclusive, and 411-413, inclusive, Plat of Grandview Commons, City of Madison, Dane County, Wisconsin.

Future Single Family Residential Phases: Lots 1-153, inclusive, 155, 156, 158-256, inclusive, 258-278, inclusive, 284, 285, 288-291, inclusive, 294-298, inclusive, 310, 312-318, inclusive, 347-366, inclusive, 369-389, inclusive, 394-410, inclusive, 414-434, inclusive, 466-469, inclusive, 480-620, inclusive, Plat of Grandview Commons, City of Madison, Dane County, Wisconsin.

Future Commercial, Office, Retail and Multi-Family Phases: Lots 154, 157, 470-479, inclusive, 435-465, inclusive, 470-479, inclusive, Plat of Grandview Commons, City of Madison, Dane County, Wisconsin.

Exhibit "B"

Common Property

003328

Outlots 2, 3, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, Plat of Grandview Commons, located in the City of Madison, Dane County, Wisconsin.

EXHIBIT "C"

**Description of Lots Subject
to Sideyard Restrictions**

003329

Lots 319-346, inclusive, 367, 368, 390-393, inclusive, 411-413, inclusive, Plat of Grandview Commons, City of Madison, Dane County, Wisconsin.

EXHIBIT "D"

Parcel Identification Numbers

Part of: 0710-1120-1028
0710-1120-1036
0710-1120-1010
0710-1120-1044
0710-1120-1020
0710-0240-1984

003330

GRANDVIEW COMMONS
FIRST AMENDMENT TO DECLARATION
OF CONDITIONS, COVENANTS AND
RESTRICTIONS

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3615505

03/27/2003 01:44:12PM

Trans. Fee:
Exempt #:

Rec. Fee: 43.00
Pages: 17

001238

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, Wisconsin 53703

(Parcel Identification Number)

This First Amendment to that certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons (the "Amendment") is made by Great Neighborhoods, Inc., a Wisconsin Corporation ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit "A," attached hereto and incorporated herein by reference, which Developer has subdivided into a neighborhood to be known as Grandview Commons (the "**Development**"); and

WHEREAS, in connection with the Development, Developer recorded a certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons, dated December 19, 2002, recorded December 19, 2002, in the office of the Dane County, Wisconsin Register of Deeds, as Document No. 3615505 (the "**Declaration**"); and

WHEREAS, Developer wishes to amend the Declaration in accordance with the terms, covenants and conditions of this Amendment.

NOW, THEREFORE, Developer does hereby amend the Declaration in the following manner:

1) **Defined Terms.** Capitalized terms which are not defined in this Amendment shall be defined as set forth in the Declaration.

2) **Pool and Community Center.** The term Common Property as defined in Section (A-1)(B) of the Declaration shall be amended to include the Community Center as that term is defined herein, if the Community Center is constructed by Developer. Developer may, but is not legally obligated to, construct a community center building with an outdoor pool (the "**Community Center**"), as a common amenity, available for use by all residents of the Development. The Community Center will be designed by Developer as Developer shall solely determine, and will be constructed at Developer's sole cost and expense, but the maintenance, repair, replacement, operation, use and capital improvement costs ("**Future Maintenance**") of the Community Center subsequent to initial design and construction shall be a common expense to be paid for by the Owners as part of the maintenance of Common

Property described in Section (A) of the Declaration. The Association shall have the discretion to determine how assessments for Future Maintenance shall be made against the Owners including whether or not such assessments are mandatory, are based on use or other criteria. Until such time as Developer turns over the control of the Association to Owners, it is Developer's intent to assess the cost of Future Maintenance of the Community Center as part of the minimum annual assessments to be paid by Owners pursuant to Section (A) of the Declaration.

3) Carriage Lanes. Certain Lots in the Development border private carriage lanes which may or may not be accepted by the City of Madison as public alleys. The private carriage lanes 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 which 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. The carriage lanes in Phase 1 of the Development have been accepted by the City of Madison as public alleys.

4) Responsibility for Assessments During Development Stage. At the present time, the Declaration is applicable to the Lots located in Phase I of the Development, as that term is defined in the Declaration. Association assessments for those expenses which the Association is permitted to assess to Members under the Declaration shall be paid by all Lots located in Phase I commencing on January 1, 2004, whether such Lots are owned by Developer or owned by persons or entities other than Developer. For the year 2003, Developer shall be responsible for all Association expenses. Developer 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 of assessments for common area maintenance and other expenses, which the Association is permitted to assess to members under the Declaration. The Developer shall be responsible for payment of assessments attributable to all Lots owned by Developer, whether in a phase of the Development that has been developed, is currently being developed, or will be developed in the future. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit. With respect to multi-family residential apartments, duplex homes and townhouses, each apartment, duplex unit or townhouse unit, shall be considered a Dwelling Unit. By way of example and not limitation, if a townhouse has six separate apartments, each such apartment shall be considered a Dwelling Unit and each such apartment shall be assigned one Assignment Unit. With respect to condominiums, each individual condominium unit shall be considered a Dwelling Unit.

	<u>Use</u>	Number of Assessment Units
A)	Single Family:	One (1) per Dwelling Unit.
B)	Multi-Family Residential Apartments:	Seventy-five/100ths (.75) per Dwelling Unit.
C)	Multi-Family Condominiums:	Seventy-five/100ths (.75) per Dwelling Unit.
D)	Multi-Family Duplex Homes:	One (1) per Dwelling Unit.
E)	Multi-Family Townhouses Homes:	One (1) per Dwelling Unit.
F)	Commercial/Office/Retail Development:	Fifty/100ths (.50) per 1,000 square feet of useable space.

Should any of the foregoing uses change such that the Assessment Units attributable to a Lot shall also change, then the percentage share of each Lot shall be recalculated based on the then current number of Assessment Units in the Development, which recalculation shall be effective on January 1 of the first calendar year following the date on which the change in use requiring recalculation has taken place. It is the intention of the Developer that Assessment Units be uniform, and that assessments be adjusted by the number of Assessment Units attributable to a particular Lot on the basis of its Use. The terms of this paragraph (4) shall be applicable to future phases whether Developer's intention to so do is or is not stated in any future amendment to the Declaration.

5) Disclosures.

A) The Development is in part located within an area subject to elevated ambient highway noise levels on account of the proximity of the Development to adjoining highways and streets.

B) Notice is hereby given that as of the date hereof, there is an active quarry operation on certain lands in close proximity to the Development.

C) Lot 310 of the Development may be replatted, subdivided or otherwise reconfigured, in such a manner as Developer shall determine in the sole exercise of Developer's discretion.

D) Nothing in the Declaration or this Amendment shall be construed as prohibiting Developer from subdividing any Lot or Lots in the Development, so as to create additional Lots. All such additional Lots shall be subject to the terms, covenants and conditions of the Declaration as amended from time to time. All such additional Lots shall be assigned a Use under paragraph (4), above, and shall be subject to assessment in accordance with the terms of such paragraph and the Declaration.

E) With respect to any Lot in the Development which borders a public or private alley, there shall be no public trash, leaf or recycled material pick-up service in said alley, but instead, there will be one or more trash pick-up collection points designated by the Developer to be used by Owners of Lots bordering the alley in question. Trash pick-up may be initially 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 the Developer or the Association shall determine.

6) **Use Easements.** This paragraph (6) amends and restates in its entirety, Section E-2 of the Declaration. This paragraph relates to those Lots described in Exhibit "B", attached hereto and incorporated herein by reference, referred to in the Declaration and herein as the "Affected Lots".

A) The sideyard of an Affected Lot which is subject to the easement herein created ("Servient Lot"), shall be measured from the common lot line between the Servient Lot and the Dominant Lot, as described in Exhibit "B", to the face of the building to be constructed on the Servient Lot, and the face of such building extended in a straight line from the front and rear corners of the building face to the front and rear property lines. In any case where a front or rear property line of the Servient Lot extends beyond the corresponding front or rear property line of the Dominant Lot (see, for example, the real property lines of Lots 392 and 393) the easement shall terminate at a point drawn perpendicular to the front or rear boundary line of the Dominant Lot, as the case may be, extended to the line described in the immediately preceding sentence.

B) Each Owner of a Dominant Lot that is subject to the terms of this paragraph shall have a perpetual, non-exclusive easement for the use of the sideyard located on the Servient Lot. The Owner of the Dominant Lot shall be responsible for maintenance of that area of the Servient Lot subject to this easement. Maintenance shall include seasonal lawn and landscape care, the repair and replacement of any fences located within the easement and such other normal and customary care and maintenance that a prudent homeowner would exercise were that area of the Servient Lot subject to the easement owned by the Owner of the Dominant Lot. The Owner of a Lot which is subject to this easement (the "Servient Lot Owner") shall have access to the easement area at such limited times as may be necessary for maintenance, repair and replacement of the building to be located on the Servient Lot. The Servient Lot Owner may not use the easement area for landscaping, lawn, garden, storage or any other use whatsoever, but only for the necessary maintenance, repair and replacement of the building located on the Servient Lot, and for only such time as the same is required to take place. Each of the Owners of the Servient and Dominant Lots, which are subject to this easement shall be responsible for payment of real estate taxes and assessments for their respective Lots and shall maintain public liability insurance on their Lots at all times.

C) The easement created herein shall be perpetual, non-exclusive and shall be deemed to run with the land. The easement shall be binding upon the Owners of the Servient and Dominant Lots in question, and their respective heirs, successors and assigns. No Owner whose Lot is subject to the terms, covenants and conditions of the easement created by this paragraph shall take any action which would impede the use and enjoyment of the adjoining Lot, or of the easement created herein.

D) This easement may be made applicable to Lots in future phases of the Development by specific reference to this section of this Amendment and by updating Exhibit "B" to include the Lots to which this easement is to be made applicable.

7) **Utility Easements.**

A) Owners of Lots subject to and benefited by the Use Easements created in the Declaration and amended herein should note that one or more public or private utility easements (a "Utility Easement") including but not limited to the easement created in paragraph (7)(B), below, may be granted by the Developer in the sideyards of Dominant Lots

and Servient Lots. In such event, the Utility Easements, whether created before or after the date of this or any subsequent Amendment to the Declaration, whether concerning the Lots described in Exhibit "B" or Lots within any future Phase of the Development, shall be binding upon all Owners of Dominant and Servient Lots, and all rights and responsibilities herein described shall be subject to the rights granted the beneficiary of the Utility Easement whether such Utility Easement is recorded prior or subsequent to this or any future Amendment.

B) Developer does hereby impose upon, over, across and through the sideyards of the Affected Lots a utility easement for the benefit of Madison Gas & Electric Company, Ameritech/SBC and Charter Communications (collectively the "**Utility**") for the purpose of permitting said Utility to install, repair, replace and reconstruct such utility installations for gas and electrical service (the "**Installations**") as said Utility may construct in the sideyards described herein both currently and from time-to-time hereafter solely for the benefit of the Dominant and Servient Lots on which the Installations are constructed. All such Installations constructed by the Utility shall be constructed underground. No Owner of a Servient Lot or a Dominant Lot shall take any action which adversely affects or interferes with the rights granted to the Utility herein. In the event the Utility shall install, repair, replace or reconstruct (a "**Permitted Activity**") any Installation in the area subject to this easement for its own benefit then the Utility shall be solely responsible for and shall undertake at its sole cost and expense on or before fourteen days after completion of the Permitted Activity, weather permitting, repair and reconstruction of the area affected by such Permitted Activity, to the condition existing immediately preceding it. The easement herein created shall be perpetual, non-exclusive, and shall run with the land.

8) Landscaping Requirements. Pursuant to Section B-4 of the Declaration, Developer hereby imposes upon those certain Lots described in Exhibit "C", 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, as amended herein, shall be applicable to the landscaping to be installed pursuant to the terms of this paragraph.

9) Miscellaneous. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

Dated as of the 19th day of March, 2003.

GREAT NEIGHBORHOODS, INC.

By:

David P. Simon
David P. Simon, President

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

001243

Personally came before me this 19th day of March, 2003, 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.

Tricia Sawdey
Notary Public, State of Wisconsin
My Commission expires: 11-16-2003

THIS DOCUMENT DRAFTED BY:
Attorney Gregory J. Paradise
MOHS, MACDONALD, WIDDER & PARADISE
20 North Carroll Street
Madison, WI 53703

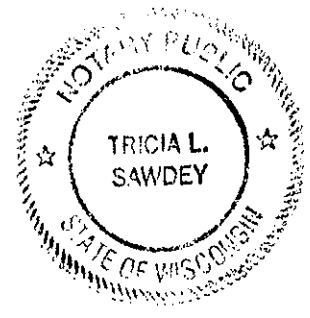


EXHIBIT "A"

Description of Property

001244

Phase 1: Lots 257, 279-283, inclusive, 286, 287, 292, 293, 299-309, inclusive, 311, 319-346, inclusive, 367, 368, 390-393, inclusive, and 411-413, inclusive, Plat of Grandview Commons, City of Madison, Dane County, Wisconsin.

Future Single Family Residential Phases: Lots 1-153, inclusive, 155, 156, 158-256, inclusive, 258-278, inclusive, 284, 285, 288-291, inclusive, 294-298, inclusive, 310, 312-318, inclusive, 347-366, inclusive, 369-389, inclusive, 394-410, inclusive, 414-434, inclusive, 466-469, inclusive, 480-620, inclusive, Plat of Grandview Commons, City of Madison, Dane County, Wisconsin.

Future Commercial, Office, Retail and Multi-Family Phases: Lots 154, 157, 470-479, inclusive, 435-465, inclusive, 470-479, inclusive, Plat of Grandview Commons, City of Madison, Dane County, Wisconsin.

LOT NUMBER

PARCEL NUMBER:

1	0710-024-0306-3	30	0710-024-1105-8
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3	0710-024-0304-7	32	0710-024-1107-4
4	0710-024-0303-9	33	0710-024-1201-4
5	0710-024-0302-1	34	0710-024-1202-2
6	0710-024-0301-3	35	0710-024-1203-0
7	0710-024-0401-1	36	0710-024-1204-8
8	0710-024-0402-9	37	0710-024-1301-2
9	0710-024-0403-7	38	0710-024-1302-0
10	0710-024-0404-5	39	0710-024-1303-8
11	0710-024-0405-3	40	0710-024-1304-6
OL 1	0710-024-0406-1	41	0710-024-0901-1
12	0710-024-0407-9	42	0710-024-0902-9
13	0710-024-0408-7	43	0710-024-0903-7
14	0710-024-0409-5	44	0710-024-0904-5
15	0710-024-0410-2	45	0710-024-0905-3
16	0710-024-0411-0	46	0710-024-0906-1
17	0710-024-0412-8	47	0710-024-0907-9
18	0710-024-0413-6	48	0710-024-0908-7
19	0710-024-1001-8	49	0710-024-0909-5
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21	0710-024-1003-4	51	0710-024-0911-0
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69	0710-024-0808-9	115	0710-024-0604-1
70	0710-024-0809-7	116	0710-024-0605-9
71	0710-024-0810-4	117	0710-024-0606-7
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OL 5	0710-024-0502-7	128	0710-024-0617-4
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83	0710-024-0506-9	132	0710-024-0621-5
84	0710-024-0507-7	133	0710-024-0622-3
85	0710-024-0508-5	OL 8	0710-024-0623-1
86	0710-024-0519-2	134	0710-024-0701-5
87	0710-024-0518-4	135	0710-024-0702-3
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191	0710-111-1911-4	240	0710-111-1216-8
192	0710-111-1912-2	241	0710-111-1217-6
193	0710-111-1913-0	242	0710-111-1218-4
194	0710-111-1914-8	243	0710-111-1219-2
195	0710-111-1915-6	244	0710-111-1220-9
196	0710-111-1916-4	245	0710-111-1221-7
197	0710-111-1917-2	246	0710-111-1222-5
198	0710-111-1918-0	247	0710-111-1223-3
199	0710-111-1919-8	248	0710-111-1224-1
200	0710-111-1920-5	249	0710-111-1225-9
201	0710-111-1921-3	250	0710-111-1226-7
202	0710-111-1922-1	251	0710-111-1227-5
203	0710-111-1923-9	252	0710-111-1228-3

253	0710-111-1229-1	302	0710-111-2507-0
OL 14	0710-111-1230-8	303	0710-111-2508-8
OL 15	0710-111-1231-6	304	0710-111-2509-6
254	0710-111-2701-8	305	0710-111-2510-3
255	0710-111-2702-6	306	0710-111-2511-1
256	0710-111-2703-4	307	0710-111-2512-9
257	0710-111-2704-2	308	0710-111-2513-7
258	0710-111-2705-0	309	0710-111-2514-5
259	0710-111-2706-8	310	0710-111-2515-3
260	0710-111-2707-6	OL 17	0710-111-2516-1
261	0710-111-2708-4	311	0710-111-2401-4
262	0710-111-2709-2	312	0710-111-2402-2
263	0710-111-2710-9	313	0710-111-2403-0
264	0710-111-0506-4	314	0710-111-2404-8
265	0710-111-0507-2	315	0710-111-2405-6
266	0710-111-0508-0	316	0710-111-2406-4
267	0710-111-0509-8	317	0710-111-2407-2
268	0710-111-0510-5	318	0710-111-2408-0
269	0710-111-0407-4	319	0710-111-2409-8
270	0710-111-0408-2	320	0710-111-2410-5
271	0710-111-0409-0	321	0710-111-2411-3
272	0710-111-0410-7	322	0710-111-2412-1
273	0710-111-0411-5	323	0710-111-2413-9
274	0710-111-0412-3	324	0710-111-2414-7
275	0710-111-2801-6	325	0710-111-2415-5
276	0710-111-2802-4	326	0710-111-2416-3
277	0710-111-2803-2	327	0710-111-2417-1
278	0710-111-2804-0	328	0710-111-2418-9
279	0710-111-2805-8	329	0710-111-2419-7
280	0710-111-2806-6	OL 18	0710-111-2420-4
281	0710-111-2807-4	330	0710-111-2301-6
282	0710-111-2808-2	331	0710-111-2302-4
283	0710-111-2809-0	332	0710-111-2303-2
284	0710-111-2810-7	333	0710-111-2304-0
285	0710-111-2811-5	334	0710-111-2305-8
286	0710-111-0306-8	335	0710-111-2306-6
287	0710-111-0107-4	336	0710-111-2307-4
288	0710-111-0108-2	337	0710-111-2308-2
289	0710-111-0109-0	338	0710-111-2309-0
290	0710-111-2601-0	339	0710-111-2310-7
291	0710-111-2602-8	340	0710-111-2311-5
292	0710-111-2603-6	341	0710-111-2312-3
293	0710-111-2604-4	342	0710-111-2313-1
294	0710-111-2605-2	343	0710-111-2314-9
295	0710-111-2606-0	344	0710-111-2315-7
296	0710-111-2501-2	345	0710-111-2316-5
297	0710-111-2502-0	346	0710-111-2317-3
298	0710-111-2503-8	OL 19	0710-111-2318-1
299	0710-111-2504-6	OL 20	0710-111-2319-9
300	0710-111-2505-4	347	0710-111-2101-0
301	0710-111-2506-2	348	0710-111-2102-8

349	0710-111-2103-6	397	0710-112-0507-0
350	0710-111-2104-4	398	0710-112-0508-8
351	0710-111-2105-2	399	0710-112-0509-6
352	0710-111-2106-0	400	0710-112-0510-3
353	0710-111-2107-8	401	0710-112-0511-1
354	0710-111-2108-6	402	0710-112-0512-9
355	0710-111-2109-4	403	0710-112-0513-7
356	0710-111-2110-1	404	0710-112-0514-5
357	0710-111-2111-9	405	0710-112-0515-3
358	0710-111-2112-7	406	0710-112-0516-1
359	0710-111-2113-5	407	0710-112-0517-9
360	0710-111-2114-3	408	0710-112-0518-7
361	0710-111-2115-1	409	0710-112-0519-5
362	0710-111-2116-9	OL 23	0710-112-0520-2
363	0710-111-2117-7	410	0710-112-0401-4
364	0710-111-2118-5	411	0710-112-0402-2
365	0710-111-2119-3	412	0710-112-0403-0
366	0710-111-2120-0	413	0710-112-0404-8
367	0710-111-2121-8	414	0710-112-0405-6
OL 21	0710-111-2122-6	415	0710-112-0406-4
368	0710-111-2201-8	416	0710-112-0407-2
369	0710-111-2202-6	417	0710-112-0408-0
370	0710-111-2203-4	418	0710-112-0409-8
371	0710-111-2204-2	419	0710-112-0410-5
372	0710-111-2205-0	420	0710-112-0411-3
373	0710-111-2206-8	421	0710-112-0412-1
374	0710-111-2207-6	422	0710-112-0413-9
375	0710-111-2208-4	423	0710-112-0414-7
376	0710-111-2209-2	424	0710-112-0415-5
377	0710-111-2210-9	425	0710-112-0416-3
378	0710-111-2211-7	426	0710-112-0417-1
379	0710-111-2212-5	427	0710-112-0418-9
380	0710-111-2213-3	428	0710-112-0419-7
381	0710-111-2214-1	429	0710-112-0420-4
382	0710-111-2215-9	430	0710-112-0421-2
383	0710-111-2216-7	431	0710-112-0422-0
384	0710-111-2217-5	432	0710-112-0423-8
385	0710-111-2218-3	433	0710-112-0424-6
386	0710-111-2219-1	434	0710-112-0425-4
387	0710-111-2220-8	OL 24	0710-112-0426-2
388	0710-111-2221-6	435	0710-112-0301-6
389	0710-111-2222-4	OL 25	0710-112-0302-4
390	0710-111-2223-2	436	0710-112-0303-2
OL 22	0710-111-2224-0	OL 26	0710-112-0304-0
OL 16	0710-111-2901-4	437	0710-112-0305-8
391	0710-112-0501-2	438	0710-112-0306-6
392	0710-112-0502-0	OL 27	0710-112-0201-8
393	0710-112-0503-8	439	0710-112-0105-2
394	0710-112-0504-6	440	0710-112-0106-0
395	0710-112-0505-4	441	0710-112-1801-5
396	0710-112-0506-2	442	0710-112-1802-3

443	0710-112-1803-1	493	0710-112-0828-0
444	0710-112-1804-9	494	0710-112-0829-8
445	0710-112-1805-7	OL 29	0710-112-0830-5
446	0710-112-1701-7	495	0710-112-0701-8
447	0710-112-1702-5	496	0710-112-0702-6
448	0710-112-1703-3	497	0710-112-0703-4
449	0710-112-1704-1	498	0710-112-0704-2
450	0710-112-1705-9	499	0710-112-0705-0
451	0710-112-1601-9	500	0710-112-0706-8
452	0710-112-1602-7	501	0710-112-0707-6
453	0710-112-1603-5	502	0710-112-0708-4
454	0710-112-1604-3	503	0710-112-0709-2
455	0710-112-1501-1	504	0710-112-0710-9
456	0710-112-1502-9	505	0710-112-0711-7
457	0710-112-1503-7	506	0710-112-0712-5
458	0710-112-1901-3	507	0710-112-0713-3
459	0710-112-1902-1	508	0710-112-0714-1
460	0710-112-1903-9	509	0710-112-0715-9
461	0710-112-1904-7	510	0710-112-0716-7
462	0710-112-1905-5	511	0710-112-0717-5
463	0710-112-1906-3	512	0710-112-0718-3
464	0710-112-1907-1	513	0710-112-0719-1
OL 28	0710-112-1908-9	514	0710-112-0720-8
465	0710-112-1909-7	515	0710-112-0721-6
466	0710-112-0801-6	516	0710-112-0722-4
467	0710-112-0802-4	517	0710-112-0723-2
468	0710-112-0803-2	518	0710-112-0724-0
469	0710-112-0804-0	OL 30	0710-112-0725-8
470	0710-112-0805-8	519	0710-112-0601-0
471	0710-112-0806-6	520	0710-112-0602-8
472	0710-112-0807-4	521	0710-112-0603-6
473	0710-112-0808-2	522	0710-112-0604-4
474	0710-112-0809-0	523	0710-112-0605-2
475	0710-112-0810-7	524	0710-112-0606-0
476	0710-112-0811-5	525	0710-112-0607-8
477	0710-112-0812-3	526	0710-112-0608-6
478	0710-112-0813-1	527	0710-112-0609-4
479	0710-112-0814-9	528	0710-112-0610-1
480	0710-112-0815-7	529	0710-112-0611-9
481	0710-112-0816-5	530	0710-112-0612-7
482	0710-112-0817-3	531	0710-112-0613-5
483	0710-112-0818-1	532	0710-112-0614-3
484	0710-112-0819-9	OL 31	0710-112-0615-1
485	0710-112-0820-6	533	0710-112-0901-4
486	0710-112-0821-4	534	0710-112-0902-2
487	0710-112-0822-2	535	0710-112-0903-0
488	0710-112-0823-0	536	0710-112-0904-8
489	0710-112-0824-8	537	0710-112-0905-6
490	0710-112-0825-6	538	0710-112-0906-4
491	0710-112-0826-4	539	0710-112-0907-2
492	0710-112-0827-2	540	0710-112-0908-0

OL 10	0710-112-0909-8	586	0710-112-1208-3
541	0710-112-1001-1	587	0710-112-1209-1
542	0710-112-1002-9	588	0710-112-1210-8
543	0710-112-1003-7	589	0710-112-1211-6
544	0710-112-1004-5	590	0710-112-1212-4
545	0710-112-1005-3	591	0710-112-1213-2
546	0710-112-1006-1	592	0710-112-1214-0
547	0710-112-1007-9	593	0710-112-1215-8
548	0710-112-1008-7	594	0710-112-1216-6
549	0710-112-1009-5	595	0710-112-1217-4
550	0710-112-1010-2	596	0710-112-1218-2
551	0710-112-1011-0	597	0710-112-1219-0
552	0710-112-1012-8	598	0710-112-1220-7
553	0710-112-1013-6	599	0710-112-1301-5
554	0710-112-1014-4	600	0710-112-1302-3
555	0710-112-1015-2	601	0710-112-1303-1
556	0710-112-1016-0	602	0710-112-1304-9
557	0710-112-1017-8	603	0710-112-1305-7
558	0710-112-1018-6	604	0710-112-1306-5
559	0710-112-1019-4	605	0710-112-1307-3
560	0710-112-1101-9	606	0710-112-1308-1
561	0710-112-1102-7	607	0710-112-1309-9
562	0710-112-1103-5	608	0710-112-1310-6
563	0710-112-1104-3	609	0710-112-1311-4
564	0710-112-1105-1	610	0710-112-1312-2
565	0710-112-1106-9	611	0710-112-1313-0
566	0710-112-1107-7	612	0710-112-1314-8
567	0710-112-1108-5	613	0710-112-1401-3
568	0710-112-1109-3	614	0710-112-1402-1
569	0710-112-1110-0	615	0710-112-1403-9
570	0710-112-1111-8	616	0710-112-1404-7
571	0710-112-1112-6	617	0710-112-1405-5
572	0710-112-1113-4	618	0710-112-1406-3
573	0710-112-1114-2	619	0710-112-1407-1
574	0710-112-1115-0	620	0710-112-1408-9
575	0710-112-1116-8		
576	0710-112-1117-6		PARCEL 0710-111-0105-4 HAS BEEN
577	0710-112-1118-4		CHANGED TO 0710-111-0303-4
578	0710-112-1119-2		
579	0710-112-1201-7		PARCEL 0710-111-0104-6 HAS BEEN
580	0710-112-1202-5		CHANGED TO 0710-111-0304-2
581	0710-112-1203-3		
582	0710-112-1204-1		PARCEL 0710-111-0103-8 HAS BEEN
583	0710-112-1205-9		CHANGED
584	0710-112-1206-7		
585	0710-112-1207-5		

EXHIBIT "B"

001251

Lots Subject to Paragraph (6) of the Declaration

Lot Number	Parcel Identification Number	Street Address	Dominant Lot	Use Easement Pairings	
				Receives Servient Easement From:	Gives Servient Easement To:
319	0710-111-2409-8	702 COPERNICUS WAY 609 GALILEO DR	none	none	320
320	0710-111-2410-5	706 COPERNICUS WAY	320	319	321
321	0710-111-2411-3	710 COPERNICUS WAY	321	320	322
322	0710-111-2412-1	714 COPERNICUS WAY	322	321	323
323	0710-111-2413-9	718 COPERNICUS WAY	323	322	324
324	0710-111-2414-7	722 COPERNICUS WAY	324	323	325
325	0710-111-2415-5	726 COPERNICUS WAY	325	324	326
326	0710-111-2416-3	730 COPERNICUS WAY	326	325	327
327	0710-111-2417-1	734 COPERNICUS WAY	327	326	328
328	0710-111-2418-9	738 COPERNICUS WAY	328	327	none
329	0710-111-2419-7	746 COPERNICUS WAY 6106 SHARPSBURG DR	none	none	none
330	0710-111-2301-6	745 COPERNICUS WAY 6030 SHARPSBURG DR	none	none	331
331	0710-111-2302-4	741 COPERNICUS WAY	331	330	332
332	0710-111-2303-2	733 COPERNICUS WAY	332	331	333
333	0710-111-2304-0	725 COPERNICUS WAY	333	332, 334	none
334	0710-111-2305-8	717 COPERNICUS WAY	334	335	333
335	0710-111-2306-6	713 COPERNICUS WAY	335	336	334
336	0710-111-2307-4	709 COPERNICUS WAY	336	337	335
337	0710-111-2308-2	705 COPERNICUS WAY	337	338	336
338	0710-111-2309-0	701 COPERNICUS WAY 613 GALILEO DR	none	none	337
339	0710-111-2310-7	621 GALILEO DR 801 CARINA LN	339	340	none
340	0710-111-2311-5	805 CARINA LN	340	341	339
341	0710-111-2312-3	809 CARINA LN	341	342	340
342	0710-111-2313-1	813 CARINA LN	342	343	341
343	0710-111-2314-9	817 CARINA LN	343	344	342
344	0710-111-2315-7	825 CARINA LN	344	345	343
345	0710-111-2316-5	833 CARINA LN	none	none	334
346	0710-111-2317-3	841 CARINA LN 6022 SHARPSBURG DR	none	none	none
367	0710-111-2121-8	641 COPERNICUS WAY 610 GALILEO DR	none	none	366
368	0710-111-2201-8	642 COPERNICUS WAY 614 GALILEO DR	none	369	none

Lot Number	Parcel Identification Number	Street Address	Use Easement Pairings		
			Dominant Lot	Receives Servient Easement From:	Gives Servient Easement To:
390	0710-111-2223-2	737 APOLLO WAY	390	389	none
		622 GALILEO DR			
391	0710-112-0501-2	710 GALILEO DR	none	none	392
		745 MILKY WAY			
392	0710-112-0502-0	706 GALILEO DR	392	391, 393	none
393	0710-112-0503-8	702 GALILEO DR	none	none	392
		734 APOLLO WAY			
410	0710-112-0401-4	749 ORION TRL	410	411	none
		6002 SHARPSBURG DR			
411	0710-112-0402-2	6006 SHARPSBURG DR	none	none	410
412	0710-112-0403-0	722 GALILEO DR	412	413	none
413	0710-112-0404-8	718 GALILEO DR	none	none	412
		746 MILKY WAY			
Notes:	Lots with two servient lot notations will receive a servient easement from each adjoining lot.				

Total Minimum Points for Landscaping

<u>Lot(s)</u>	Total Minimum Landscaping Points
257	750
279-284	750
286-287	750
292-293	750
299-300	750
311	450
301-310, 319-346, 368, 390	350
391-393	300
410-413	300

Landscaping Elements

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

The final point totals must consist of a balanced variety of the listed elements acceptable to the Developer (or 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 Developer (or Architectural Control Committee) for approval.

SECOND AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

DANE COUNTY REGISTER OF DEEDS

DOCUMENT # 3755234

07/10/2003 02:59:38PM

Trans. Fee: Exempt #:

Rec. Fee: 31.00 Pages: 11

005111

Document Number

Title of Document

This Second Amendment to that certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons (the "Amendment") is made by DJK Holdings, Inc., f/k/a Great Neighborhoods, Inc., a Wisconsin corporation ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit "A", attached hereto and incorporated herein by reference, which Developer has subdivided into a neighborhood known as Grandview Commons (the "Development"); and

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mohs, MacDonald, Wilder & Paradise
20 North Carroll Street
Madison, WI 53703

See Exhibits (Parcel Identification Number)

WHEREAS, in connection with the Development, Developer recorded a certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons, dated December 19, 2002, recorded December 19, 2002, in the office of the Dane County, Wisconsin Register of Deeds, as Document No. 3615505 (the "Declaration"); and

WHEREAS, Developer recorded a First Amendment to Declaration of Conditions, Covenants and Restrictions, dated March 19, 2003, recorded March 27, 2003, in the office of the Dane County, Wisconsin Register of Deeds, as Document No. 3678368 (the "First Amendment"); and

WHEREAS, Developer wishes to further amend the Declaration in accordance with the terms, covenants and conditions of this Amendment.

NOW, THEREFORE, Developer does hereby amend the Declaration in the following manner:

1) The real property described in Exhibit "B", attached hereto and incorporated herein by reference (the "Commercial Lots"), consists of those lots in the Development which are intended for commercial/office/retail or multi-family development. Paragraph (4) of the First Amendment established Assessment Units for the variety of uses which lots in the Development will be put to, including the uses of the Commercial Lots. Notwithstanding anything set forth in the First Amendment or in the Declaration, after such time as the Developer turns over control of the Association to the Members pursuant to the Declaration no amendment to the Declaration may be made affecting the Commercial Lots unless the affirmative vote of 75% of the Owners of the Commercial Lots is obtained with respect to said amendment.

2) Capitalized Terms. Capitalized terms which are not otherwise defined herein shall be as defined in the Declaration or the First Amendment, as the case may be.

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3) Reservation of Rights. Developer hereby reserves the right, at any time in the future, while Developer is in control of the Association, to create a separate association for the Commercial Lots which association shall or shall not be affiliated with the Association, as Developer may determine in the sole exercise of Developer's discretion. In the event Developer creates a separate association for the Commercial Lots, all owners of Commercial Lots must belong to said association. Owners of Commercial Lots who have acquired their lots prior to the creation of such association and their mortgagees shall join in any document creating said association, the terms, covenants and conditions of which shall be subject to the approval of said owners and their mortgagees, which approval shall not be unreasonably withheld or delayed. Said association may include all or a portion of Commercial Lots at the discretion of the Developer. Nothing herein shall be construed as preventing Developer from adding additional lots to the definition of Commercial Lots without the consent of any other Owner so long as Developer is in control of the Association.

4) Miscellaneous. Except as amended herein, all terms, covenants and conditions of the Declaration and the First Amendment shall remain unchanged.

Dated as of the 31st day of May, 2003.

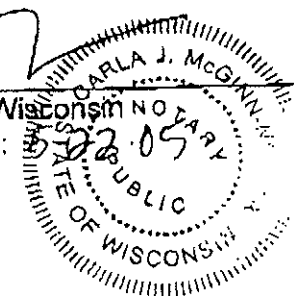
DJK HOLDINGS, INC., f/k/a Great Neighborhoods,

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

STATE OF WISCONSIN)
)ss>
 COUNTY OF DANE)

Personally came before me this 26 day of June, 2003, 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.

Carla J. McGinnis
 Notary Public, State of Wisconsin
 My Commission expires: 05/22/05



THIS DOCUMENT DRAFTED BY:
 Attorne / Gregory J. Paradise
 MOHS, MACDONALD, WIDDER & PARADISE
 20 North Carroll Street
 Madison, WI 53703

EXHIBIT "A"

005113

Description of Property**Parcel 1:**

Lots 1 – 311, inclusive, Lots 319 – 620, inclusive, Outlots 1 – 31, inclusive, all in the Plat of Grandview Commons, Dane County, Wisconsin.

Parcel 2:

Lots: 621 – 629, inclusive, First Addition to Grandview Commons, Dane County, Wisconsin.

**GRANDVIEW COMMONS
PARCEL NUMBERS**

LOT NUMBER	PARCEL NUMBER:		
		30	0710-024-1105-8
		31	0710-024-1106-6
1	0710-024-0306-3	32	0710-024-1107-4
2	0710-024-0305-5	33	0710-024-1201-4
3	0710-024-0304-7	34	0710-024-1202-2
4	0710-024-0303-9	35	0710-024-1203-0
5	0710-024-0302-1	36	0710-024-1204-8
6	0710-024-0301-3	37	0710-024-1301-2
7	0710-024-0401-1	38	0710-024-1302-0
8	0710-024-0402-9	39	0710-024-1303-8
9	0710-024-0403-7	40	0710-024-1304-6
10	0710-024-0404-5	41	0710-024-0901-1
11	0710-024-0405-3	42	0710-024-0902-9
OL 1	0710-024-0406-1	43	0710-024-0903-7
12	0710-024-0407-9	44	0710-024-0904-5
13	0710-024-0408-7	45	0710-024-0905-3
14	0710-024-0409-5	46	0710-024-0906-1
15	0710-024-0410-2	47	0710-024-0907-9
16	0710-024-0411-0	48	0710-024-0908-7
17	0710-024-0412-8	49	0710-024-0909-5
18	0710-024-0413-6	50	0710-024-0910-2
19	0710-024-1001-8	51	0710-024-0911-0
20	0710-024-1002-6	52	0710-024-0912-8
21	0710-024-1003-4	53	0710-024-0913-6
22	0710-024-1004-2	54	0710-024-0914-4
23	0710-024-1005-0	55	0710-024-0915-2
24	0710-024-1006-8	56	0710-024-0916-0
25	0710-024-1007-6	OL 2	0710-024-0917-8
26	0710-024-1101-6	57	0710-024-1401-0
27	0710-024-1102-4	58	0710-024-1402-8
28	0710-024-1103-2	59	0710-024-1403-6
29	0710-024-1104-0	60	0710-024-1404-4

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61	0710-024-1405-2	107	0710-024-1511-7
62	0710-024-0801-3	108	0710-111-1609-5
63	0710-024-0802-1	109	0710-111-1610-2
64	0710-024-0803-9	110	0710-111-1611-0
65	0710-024-0804-7	111	0710-111-1612-8
66	0710-024-0805-5	112	0710-024-0601-7
67	0710-024-0806-3	113	0710-024-0602-5
68	0710-024-0807-1	114	0710-024-0603-3
69	0710-024-0808-9	115	0710-024-0604-1
70	0710-024-0809-7	116	0710-024-0605-9
71	0710-024-0810-4	117	0710-024-0606-7
72	0710-024-0811-2	118	0710-024-0607-5
73	0710-024-0812-0	119	0710-024-0608-3
74	0710-024-0813-8	120	0710-024-0609-1
75	0710-024-0814-6	121	0710-024-0610-8
76	0710-024-0815-4	122	0710-024-0611-6
77	0710-024-0816-2	123	0710-024-0612-4
78	0710-024-0817-0	124	0710-024-0613-2
79	0710-024-0818-8	125	0710-024-0614-0
OL 3	0710-024-0819-6	126	0710-024-0615-8
OL 4	0710-024-0501-9	127	0710-024-0616-6
OL 5	0710-024-0502-7	128	0710-024-0617-4
80	0710-024-0503-5	129	0710-024-0618-2
81	0710-024-0504-3	130	0710-024-0619-0
82	0710-024-0505-1	131	0710-024-0620-7
83	0710-024-0506-9	132	0710-024-0621-5
84	0710-024-0507-7	133	0710-024-0622-3
85	0710-024-0508-5	OL 8	0710-024-0623-1
86	0710-024-0519-2	134	0710-024-0701-5
87	0710-024-0518-4	135	0710-024-0702-3
88	0710-024-0517-6	136	0710-024-0703-1
89	0710-024-0516-8	137	0710-024-0704-9
90	0710-024-0515-0	138	0710-024-0705-7
91	0710-024-0514-2	139	0710-024-0706-5
92	0710-024-0513-4	140	0710-024-0707-3
93	0710-024-0512-6	141	0710-024-0708-1
94	0710-024-0511-8	142	0710-024-0709-9
95	0710-024-0510-0	143	0710-024-0710-6
96	0710-024-0509-3	144	0710-024-0711-4
OL 6	0710-024-0520-9	145	0710-024-0712-2
OL 7	0710-024-0521-7	146	0710-024-0713-0
97	0710-024-1501-8	147	0710-024-0714-8
98	0710-024-1502-6	148	0710-024-0715-6
99	0710-024-1503-4	149	0710-024-0716-4
100	0710-024-1504-2	150	0710-024-0717-2
101	0710-024-1505-0	151	0710-024-0718-0
102	0710-024-1506-8	152	0710-024-0719-8
103	0710-024-1507-6	153	0710-024-0720-5
104	0710-024-1508-4	154	0710-024-0721-3
105	0710-024-1509-2	OL 9	0710-024-0722-1
106	0710-024-1510-9	155	0710-024-1601-6

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156	0710-024-1602-4	206	0710-111-1926-3
157	0710-111-2001-2	207	0710-111-1927-1
158	0710-111-2002-0	208	0710-111-1928-9
159	0710-111-2003-8	209	0710-111-1929-7
160	0710-111-2004-6	210	0710-111-1930-4
161	0710-111-2005-4	211	0710-111-1931-2
162	0710-111-2006-2	212	0710-111-1932-0
163	0710-111-2007-0	OL 12	0710-111-1933-8
164	0710-111-2008-8	OL 13	0710-111-1934-6
165	0710-111-2009-6	213	0710-111-1412-2
166	0710-111-2010-4	214	0710-111-1413-0
167	0710-111-2011-1	215	0710-111-1414-8
168	0710-111-2012-9	216	0710-111-1415-6
169	0710-111-2013-7	217	0710-111-1416-4
170	0710-111-2014-5	218	0710-111-1417-2
171	0710-111-2015-3	219	0710-111-1418-0
172	0710-111-2016-1	220	0710-111-1419-8
173	0710-111-2017-9	221	0710-111-1314-0
174	0710-111-2018-7	222	0710-111-1315-8
175	0710-111-2019-5	223	0710-111-1316-6
176	0710-111-2020-2	224	0710-111-1317-4
177	0710-111-2021-0	225	0710-111-1318-2
178	0710-111-2022-8	226	0710-111-1319-0
179	0710-111-2023-6	227	0710-111-1320-7
180	0710-111-2024-4	228	0710-111-1321-5
OL 11	0710-111-2025-2	229	0710-111-1322-3
181	0710-111-1901-5	230	0710-111-1323-1
182	0710-111-1902-3	231	0710-111-1324-9
183	0710-111-1903-1	232	0710-111-1325-7
184	0710-111-1904-9	233	0710-111-1209-3
185	0710-111-1905-7	234	0710-111-1210-0
186	0710-111-1906-5	235	0710-111-1211-8
187	0710-111-1907-3	236	0710-111-1212-6
188	0710-111-1908-1	237	0710-111-1213-4
189	0710-111-1909-9	238	0710-111-1214-2
190	0710-111-1910-6	239	0710-111-1215-0
191	0710-111-1911-4	240	0710-111-1216-8
192	0710-111-1912-2	241	0710-111-1217-6
193	0710-111-1913-0	242	0710-111-1218-4
194	0710-111-1914-8	243	0710-111-1219-2
195	0710-111-1915-6	244	0710-111-1220-9
196	0710-111-1916-4	245	0710-111-1221-7
197	0710-111-1917-2	246	0710-111-1222-5
198	0710-111-1918-0	247	0710-111-1223-3
199	0710-111-1919-8	248	0710-111-1224-1
200	0710-111-1920-5	249	0710-111-1225-9
201	0710-111-1921-3	250	0710-111-1226-7
202	0710-111-1922-1	251	0710-111-1227-5
203	0710-111-1923-9	252	0710-111-1228-3
204	0710-111-1924-7	253	0710-111-1229-1
205	0710-111-1925-5	OL 14	0710-111-1230-8

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OL 15	0710-111-1231-6	304	0710-111-2509-6
254	0710-111-2701-8	305	0710-111-2510-3
255	0710-111-2702-6	306	0710-111-2511-1
256	0710-111-2703-4	307	0710-111-2512-9
257	0710-111-2704-2	308	0710-111-2513-7
258	0710-111-2705-0	309	0710-111-2514-5
259	0710-111-2706-8	310	0710-111-2515-3
260	0710-111-2707-6	OL 17	0710-111-2516-1
261	0710-111-2708-4	311	0710-111-2401-4
262	0710-111-2709-2	319	0710-111-2409-8
263	0710-111-2710-9	320	0710-111-2410-5
264	0710-111-0506-4	321	0710-111-2411-3
265	0710-111-0507-2	322	0710-111-2412-1
266	0710-111-0508-0	323	0710-111-2413-9
267	0710-111-0509-8	324	0710-111-2414-7
268	0710-111-0510-5	325	0710-111-2415-5
269	0710-111-0407-4	326	0710-111-2416-3
270	0710-111-0408-2	327	0710-111-2417-1
271	0710-111-0409-0	328	0710-111-2418-9
272	0710-111-0410-7	329	0710-111-2419-7
273	0710-111-0411-5	OL 18	0710-111-2420-4
274	0710-111-0412-3	330	0710-111-2301-6
275	0710-111-2801-6	331	0710-111-2302-4
276	0710-111-2802-4	332	0710-111-2303-2
277	0710-111-2803-2	333	0710-111-2304-0
278	0710-111-2804-0	334	0710-111-2305-8
279	0710-111-2805-8	335	0710-111-2306-6
280	0710-111-2806-6	336	0710-111-2307-4
281	0710-111-2807-4	337	0710-111-2308-2
282	0710-111-2808-2	338	0710-111-2309-0
283	0710-111-2809-0	339	0710-111-2310-7
284	0710-111-2810-7	340	0710-111-2311-5
285	0710-111-2811-5	341	0710-111-2312-3
286	0710-111-0306-8	342	0710-111-2313-1
287	0710-111-0109-6	343	0710-111-2314-9
288	0710-111-0110-3	344	0710-111-2315-7
289	0710-111-0111-1	345	0710-111-2316-5
290	0710-111-2601-0	346	0710-111-2317-3
291	0710-111-2602-8	OL 19	0710-111-2318-1
292	0710-111-2603-6	OL 20	0710-111-2319-9
293	0710-111-2604-4	347	0710-111-2101-0
294	0710-111-2605-2	348	0710-111-2102-8
295	0710-111-2606-0	349	0710-111-2103-6
296	0710-111-2501-2	350	0710-111-2104-4
297	0710-111-2502-0	351	0710-111-2105-2
298	0710-111-2503-8	352	0710-111-2106-0
299	0710-111-2504-6	353	0710-111-2107-8
300	0710-111-2505-4	354	0710-111-2108-6
301	0710-111-2506-2	355	0710-111-2109-4
302	0710-111-2507-0	356	0710-111-2110-1
303	0710-111-2508-8	357	0710-111-2111-9

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358	0710-111-2112-7	406	0710-112-0516-1
359	0710-111-2113-5	407	0710-112-0517-9
360	0710-111-2114-3	408	0710-112-0518-7
361	0710-111-2115-1	409	0710-112-0519-5
362	0710-111-2116-9	OL 23	0710-112-0520-2
363	0710-111-2117-7	410	0710-112-0401-4
364	0710-111-2118-5	411	0710-112-0402-2
365	0710-111-2119-3	412	0710-112-0403-0
366	0710-111-2120-0	413	0710-112-0404-8
367	0710-111-2121-8	414	0710-112-0405-6
OL 21	0710-111-2122-6	415	0710-112-0406-4
368	0710-111-2201-8	416	0710-112-0407-2
369	0710-111-2202-6	417	0710-112-0408-0
370	0710-111-2203-4	418	0710-112-0409-8
371	0710-111-2204-2	419	0710-112-0410-5
372	0710-111-2205-0	420	0710-112-0411-3
373	0710-111-2206-8	421	0710-112-0412-1
374	0710-111-2207-6	422	0710-112-0413-9
375	0710-111-2208-4	423	0710-112-0414-7
376	0710-111-2209-2	424	0710-112-0415-5
377	0710-111-2210-9	425	0710-112-0416-3
378	0710-111-2211-7	426	0710-112-0417-1
379	0710-111-2212-5	427	0710-112-0418-9
380	0710-111-2213-3	428	0710-112-0419-7
381	0710-111-2214-1	429	0710-112-0420-4
382	0710-111-2215-9	430	0710-112-0421-2
383	0710-111-2216-7	431	0710-112-0422-0
384	0710-111-2217-5	432	0710-112-0423-8
385	0710-111-2218-3	433	0710-112-0424-6
386	0710-111-2219-1	434	0710-112-0425-4
387	0710-111-2220-8	OL 24	0710-112-0426-2
388	0710-111-2221-6	435	0710-112-0301-6
389	0710-111-2222-4	OL 25	0710-112-0302-4
390	0710-111-2223-2	436	0710-112-0303-2
OL 22	0710-111-2224-0	OL 26	0710-112-0304-0
OL 16	0710-111-2901-4	437	0710-112-0305-8
391	0710-112-0501-2	438	0710-112-0306-6
392	0710-112-0502-0	OL 27	0710-112-0201-8
393	0710-112-0503-8	439	0710-112-0105-2
394	0710-112-0504-6	440	0710-112-0106-0
395	0710-112-0505-4	441	0710-112-1801-5
396	0710-112-0506-2	442	0710-112-1802-3
397	0710-112-0507-0	443	0710-112-1803-1
398	0710-112-0508-8	444	0710-112-1804-9
399	0710-112-0509-6	445	0710-112-1805-7
400	0710-112-0510-3	446	0710-112-1701-7
401	0710-112-0511-1	447	0710-112-1702-5
402	0710-112-0512-9	448	0710-112-1703-3
403	0710-112-0513-7	449	0710-112-1704-1
404	0710-112-0514-5	450	0710-112-1705-9
405	0710-112-0515-3	451	0710-112-1601-9

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452	0710-112-1602-7	501	0710-112-0707-6
453	0710-112-1603-5	502	0710-112-0708-4
454	0710-112-1604-3	503	0710-112-0709-2
455	0710-112-1501-1	504	0710-112-0710-9
456	0710-112-1502-9	505	0710-112-0711-7
457	0710-112-1503-7	506	0710-112-0712-5
458	0710-112-1901-3	507	0710-112-0713-3
459	0710-112-1902-1	508	0710-112-0714-1
460	0710-112-1903-9	509	0710-112-0715-9
461	0710-112-1904-7	510	0710-112-0716-7
462	0710-112-1905-5	511	0710-112-0717-5
463	0710-112-1906-3	512	0710-112-0718-3
464	0710-112-1907-1	513	0710-112-0719-1
OL 28	0710-112-1908-9	514	0710-112-0720-8
465	0710-112-1909-7	515	0710-112-0721-6
466	0710-112-0801-6	516	0710-112-0722-4
467	0710-112-0802-4	517	0710-112-0723-2
468	0710-112-0803-2	518	0710-112-0724-0
469	0710-112-0804-0	OL 30	0710-112-0725-8
470	0710-112-0805-8	519	0710-112-0601-0
471	0710-112-0806-6	520	0710-112-0602-8
472	0710-112-0807-4	521	0710-112-0603-6
473	0710-112-0808-2	522	0710-112-0604-4
474	0710-112-0809-0	523	0710-112-0605-2
475	0710-112-0810-7	524	0710-112-0606-0
476	0710-112-0811-5	525	0710-112-0607-8
477	0710-112-0812-3	526	0710-112-0608-6
478	0710-112-0813-1	527	0710-112-0609-4
479	0710-112-0814-9	528	0710-112-0610-1
480	0710-112-0815-7	529	0710-112-0611-9
481	0710-112-0816-5	530	0710-112-0612-7
482	0710-112-0817-3	531	0710-112-0613-5
483	0710-112-0818-1	532	0710-112-0614-3
484	0710-112-0819-9	OL 31	0710-112-0615-1
485	0710-112-0820-6	533	0710-112-0901-4
486	0710-112-0821-4	534	0710-112-0902-2
487	0710-112-0822-2	535	0710-112-0903-0
488	0710-112-0823-0	536	0710-112-0904-8
489	0710-112-0824-8	537	0710-112-0905-6
490	0710-112-0825-6	538	0710-112-0906-4
491	0710-112-0826-4	539	0710-112-0907-2
492	0710-112-0827-2	540	0710-112-0908-0
493	0710-112-0828-0	OL 10	0710-112-0909-8
494	0710-112-0829-8	541	0710-112-1001-1
OL 29	0710-112-0830-5	542	0710-112-1002-9
495	0710-112-0701-8	543	0710-112-1003-7
496	0710-112-0702-6	544	0710-112-1004-5
497	0710-112-0703-4	545	0710-112-1005-3
498	0710-112-0704-2	546	0710-112-1006-1
499	0710-112-0705-0	547	0710-112-1007-9
500	0710-112-0706-8	548	0710-112-1008-7

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549	0710-112-1009-5	600	0710-112-1302-3
550	0710-112-1010-2	601	0710-112-1303-1
551	0710-112-1011-0	602	0710-112-1304-9
552	0710-112-1012-8	603	0710-112-1305-7
553	0710-112-1013-6	604	0710-112-1306-5
554	0710-112-1014-4	605	0710-112-1307-3
555	0710-112-1015-2	606	0710-112-1308-1
556	0710-112-1016-0	607	0710-112-1309-9
557	0710-112-1017-8	608	0710-112-1310-6
558	0710-112-1018-6	609	0710-112-1311-4
559	0710-112-1019-4	610	0710-112-1312-2
560	0710-112-1101-9	611	0710-112-1313-0
561	0710-112-1102-7	612	0710-112-1314-8
562	0710-112-1103-5	613	0710-112-1401-3
563	0710-112-1104-3	614	0710-112-1402-1
564	0710-112-1105-1	615	0710-112-1403-9
565	0710-112-1106-9	616	0710-112-1404-7
566	0710-112-1107-7	617	0710-112-1405-5
567	0710-112-1108-5	618	0710-112-1406-3
568	0710-112-1109-3	619	0710-112-1407-1
569	0710-112-1110-0	620	0710-112-1408-9
570	0710-112-1111-8		
571	0710-112-1112-6		PARCEL 0710-111-0105-4 HAS BEEN CHANGED TO 0710-111-0303-4
572	0710-112-1113-4		
573	0710-112-1114-2		PARCEL 0710-111-0104-6 HAS BEEN CHANGED TO 0710-111-0304-2
574	0710-112-1115-0		
575	0710-112-1116-8		
576	0710-112-1117-6		
577	0710-112-1118-4		
578	0710-112-1119-2		PARCEL 0710-111-0103-8 HAS BEEN CHANGED
579	0710-112-1201-7		
580	0710-112-1202-5		
581	0710-112-1203-3		
582	0710-112-1204-1		
583	0710-112-1205-9		
584	0710-112-1206-7		
585	0710-112-1207-5		
586	0710-112-1208-3		
587	0710-112-1209-1		
588	0710-112-1210-8		
589	0710-112-1211-6		
590	0710-112-1212-4		
591	0710-112-1213-2		
592	0710-112-1214-0		
593	0710-112-1215-8		
594	0710-112-1216-6		
595	0710-112-1217-4		
596	0710-112-1218-2		
597	0710-112-1219-0		
598	0710-112-1220-7		
599	0710-112-1301-5		

**FIRST ADDITION TO GRANDVIEW
COMMONS PARCEL NUMBERS**

005120

Lots 621 -- 629 were formerly parts of the following parcel numbers.

0710-111-1402-2
0710-111-1403-0
0710-111-1404-8
0710-111-1405-6
0710-111-1406-4
0710-111-1407-2
0710-111-1408-0

EXHIBIT "B"

005121

Description of Commercial Lots

Lots 154, 157, 435, - 465 inclusive, 470 - 479 inclusive, Plat of Grandview Commons,
City of Madison, Dane County, Wisconsin.

Please see Exhibit "A" for parcel identification numbers.

THIRD AMENDMENT TO DECLARATION
OF CONDITIONS, COVENANTS
AND RESTRICTIONS

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3782373

08/21/2003 11:25:21AM

Trans. Fee:
Exempt #:

Rec. Fee: 39.00

Pages: 15

003491

Document Number

Title of Document

This Third Amendment to that certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons (the "Amendment") is made by DJK Holdings, Inc., f/k/a Great Neighborhoods, Inc., a Wisconsin Corporation ("Developer").

WITNESSETH:

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, WI 53703

See Attached
(Parcel Identification Number)

WHEREAS, Developer owns certain real property which Developer has subdivided into a neighborhood known as Grandview Commons (the "Development"); and

WHEREAS, in connection with the Development, Developer recorded a certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons, dated December 19, 2002, recorded December 19, 2002 in the office of the Dane County, Wisconsin Register of Deeds as Document No. 3615505 (the "Declaration"); and

WHEREAS, Developer recorded a First Amendment to Declaration of Conditions, Covenants and Restrictions dated March 19, 2003, recorded March 27, 2003, in the Office of the Dane County, Wisconsin Register of Deeds, as Document No. 3678368 (the "First Amendment"); and

WHEREAS, Developer recorded a Second Amendment to Declaration of Conditions, Covenants and Restrictions, dated May 31, 2003, recorded July 10, 2003, in the office of the Dane County, Wisconsin Register of Deeds, as Document No. 3755204 (the "Second

15/31

Amendment,” and collectively with the Declaration and the First Amendment, the **“Covenants”**); and

WHEREAS, Developer wishes to further amend the Covenants in accordance with the terms, covenants and conditions of this Amendment to provide for the applicability of the Covenants to the Commercial Lots, as that term is defined below.

NOW, THEREFORE, Developer does hereby amend the Covenants in the following manner:

1) **All Phases Subject to Declaration.** Attached hereto as Exhibit “A,” and incorporated herein by reference, are the legal descriptions of all Lots in all Phases of the Development. All Lots in all Phases of the Development, except as limited by this Amendment with respect to the Commercial Lots, as that term is defined below, are hereby made subject to the Covenants and this Amendment. Nothing herein shall be construed as preventing Developer from making further amendments to the Covenants and this Amendment pursuant to the provisions of the Covenants.

2) **Commercial Lots.** Attached hereto as Exhibit “B,” and incorporated herein by reference, are the legal description of all Lots which are intended to be used for commercial, office, retail and multi-family (the **“Commercial Lots”**). The Commercial Lots shall be subject to the following provisions of the Covenants. Any provision of the Covenants not specifically described in subparagraph (A) – (D), below, are not applicable to the Commercial Lots:

A) Provisions of the Declaration.

- i) Sections (A-1)(A) – (G), inclusive.
- ii) Sections (A-2) – (A-4), inclusive.
- iii) Sections (B-3), (B-7), (B-8), (B-9), (B-11), (B-12), (B-13), (B-14), (B-17), (B-18), (B-19) and (B-21).
- iv) Part C of the Declaration in its entirety.

v) Part D of the Declaration in its entirety.

B) Provisions of the First Amendment.

i) Paragraphs (1) – (5), inclusive.

C) Provisions of the Second Amendment.

i) Paragraphs (1) – (4), inclusive.

D) Additional Provisions Applicable to Commercial Lots.

i) 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. Notwithstanding the foregoing, it shall not be a violation of this restriction if operable Equipment is stored temporarily on approved exterior parking lots located on a Commercial Lot. Long term storage of Equipment on exterior parking lots is prohibited in all cases. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked on exterior parking lots for any period of time in excess of twenty-four (24) hours.

ii) Signs. Signs advertising the use of a Commercial Lot shall be permitted provided (a) that they are approved in advance, in writing by the Architectural Control Committee; and (b) that they are constructed in accordance with all laws, rules, and regulations, and with all applicable permits, issued by the municipality in which the Commercial Lot in question is located. After the Architectural Control Committee is no longer controlled by the Developer, the Architectural Control Committee shall no longer have approval rights over any signs located on Commercial Lots, but instead, signs shall be

governed by the laws, rules, regulations and ordinances of the municipality in which the Commercial Lot is located.

iii) Architectural Control Committee Control. At such time as control of the Committee is turned over to the Members of the Association, the Commercial Lots shall not be subject to the control of the Association with respect to the construction, repair or remodeling of improvements on the Commercial Lots, all of which shall be governed by the rules, regulations, laws and ordinances of the municipality in which the Commercial Lot is located. The Commercial Lots shall be required to comply with the provisions of the Covenants described in paragraph (2), above, including subparagraph (D), notwithstanding the fact that Developer is not in control of the Association.

iv) Design Guidelines. The Commercial Lots shall be generally subject to residential and neighborhood center design guidelines, originally dated September of 2002, as the same may be updated and amended from time-to-time hereunder.

3) No Build Restriction for Lots 459 and 460. Developer declares that the fifteen (15) feet wide strip of land partially located on Lot 459 and partially located on Lot 460, depicted in Exhibit "C," attached hereto and incorporated herein by reference, is hereby made subject to a permanent, non-exclusive, no build restriction (the "**No Build Zone**"). The Owners of Lot 459 or 460 may not build, construct or maintain any structures or improvements (the "**Improvements**") within the No Build Zone without (i) until such time as Developer relinquishes control of the Architectural Control Committee, the advance written consent of the Architectural Control Committee; and (ii) the municipality in which said Lots are located at the time consent is requested. As used in this paragraph, the term "Improvements" shall not include landscaping or surface parking lots.

4) Capitalized Terms. Capitalized terms which are not otherwise defined herein, shall be as defined in the Covenants.

5) Effect of Amendment. Except as amended herein, all terms, covenants and conditions of the Covenants shall remain unchanged.

Dated this 14th day of August, 2003.

* DEVELOPER *

DJK HOLDINGS, INC., f/k/a Great Neighborhoods, Inc.

[Handwritten signature of David P. Simon]

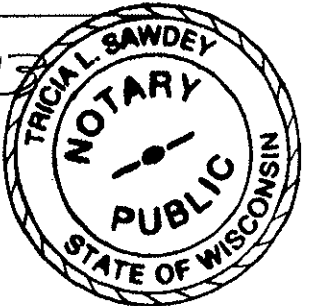
By _____
David P. Simon, President

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me this 14th day of August, 2003, the above named David P. Simon, President 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.

[Handwritten signature of Tricia L. Sawdey]

Notary Public, State of Wisconsin
My Commission expires: 11-16-2007



THIS DOCUMENT DRAFTED BY:
Attorney Gregory J. Paradise
MOHS, MACDONALD, WIDDER & PARADISE
20 North Carroll Street
Madison, WI 53703

EXHIBIT "A"

003496

Legal Description of All Lots

Parcel 1:

Lots 1 – 311, inclusive, Lots 319 – 620, inclusive, Outlots 1 – 31, inclusive, all in the Plat of Grandview Commons, Dane County, Wisconsin.

Parcel 2:

Lots 621 – 629, inclusive, First Addition to Grandview Commons, Dane County, Wisconsin.

**GRANDVIEW COMMONS
PARCEL NUMBERS**

LOT NUMBER	PARCEL NUMBER:		
		30	0710-024-1105-8
1	0710-024-0306-3	31	0710-024-1106-6
2	0710-024-0305-5	32	0710-024-1107-4
3	0710-024-0304-7	33	0710-024-1201-4
4	0710-024-0303-9	34	0710-024-1202-2
5	0710-024-0302-1	35	0710-024-1203-0
6	0710-024-0301-3	36	0710-024-1204-8
7	0710-024-0401-1	37	0710-024-1301-2
8	0710-024-0402-9	38	0710-024-1302-0
9	0710-024-0403-7	39	0710-024-1303-8
10	0710-024-0404-5	40	0710-024-1304-6
11	0710-024-0405-3	41	0710-024-0901-1
OL 1	0710-024-0406-1	42	0710-024-0902-9
12	0710-024-0407-9	43	0710-024-0903-7
13	0710-024-0408-7	44	0710-024-0904-5
14	0710-024-0409-5	45	0710-024-0905-3
15	0710-024-0410-2	46	0710-024-0906-1
16	0710-024-0411-0	47	0710-024-0907-9
17	0710-024-0412-8	48	0710-024-0908-7
18	0710-024-0413-6	49	0710-024-0909-5
19	0710-024-1001-8	50	0710-024-0910-2
20	0710-024-1002-6	51	0710-024-0911-0
21	0710-024-1003-4	52	0710-024-0912-8
22	0710-024-1004-2	53	0710-024-0913-6
23	0710-024-1005-0	54	0710-024-0914-4
24	0710-024-1006-8	55	0710-024-0915-2
25	0710-024-1007-6	56	0710-024-0916-0
26	0710-024-1101-6	OL 2	0710-024-0917-8
27	0710-024-1102-4	57	0710-024-1401-0
28	0710-024-1103-2	58	0710-024-1402-8
29	0710-024-1104-0	59	0710-024-1403-6

60	0710-024-1404-4	106	0710-024-1510-9
61	0710-024-1405-2	107	0710-024-1511-7
62	0710-024-0801-3	108	0710-111-1609-5
63	0710-024-0802-1	109	0710-111-1610-2
64	0710-024-0803-9	110	0710-111-1611-0
65	0710-024-0804-7	111	0710-111-1612-8
66	0710-024-0805-5	112	0710-024-0601-7
67	0710-024-0806-3	113	0710-024-0602-5
68	0710-024-0807-1	114	0710-024-0603-3
69	0710-024-0808-9	115	0710-024-0604-1
70	0710-024-0809-7	116	0710-024-0605-9
71	0710-024-0810-4	117	0710-024-0606-7
72	0710-024-0811-2	118	0710-024-0607-5
73	0710-024-0812-0	119	0710-024-0608-3
74	0710-024-0813-8	120	0710-024-0609-1
75	0710-024-0814-6	121	0710-024-0610-8
76	0710-024-0815-4	122	0710-024-0611-6
77	0710-024-0816-2	123	0710-024-0612-4
78	0710-024-0817-0	124	0710-024-0613-2
79	0710-024-0818-8	125	0710-024-0614-0
OL 3	0710-024-0819-6	126	0710-024-0615-8
OL 4	0710-024-0501-9	127	0710-024-0616-6
OL 5	0710-024-0502-7	128	0710-024-0617-4
80	0710-024-0503-5	129	0710-024-0618-2
81	0710-024-0504-3	130	0710-024-0619-0
82	0710-024-0505-1	131	0710-024-0620-7
83	0710-024-0506-9	132	0710-024-0621-5
84	0710-024-0507-7	133	0710-024-0622-3
85	0710-024-0508-5	OL 8	0710-024-0623-1
86	0710-024-0519-2	134	0710-024-0701-5
87	0710-024-0518-4	135	0710-024-0702-3
88	0710-024-0517-6	136	0710-024-0703-1
89	0710-024-0516-8	137	0710-024-0704-9
90	0710-024-0515-0	138	0710-024-0705-7
91	0710-024-0514-2	139	0710-024-0706-5
92	0710-024-0513-4	140	0710-024-0707-3
93	0710-024-0512-6	141	0710-024-0708-1
94	0710-024-0511-8	142	0710-024-0709-9
95	0710-024-0510-0	143	0710-024-0710-6
96	0710-024-0509-3	144	0710-024-0711-4
OL 6	0710-024-0520-9	145	0710-024-0712-2
OL 7	0710-024-0521-7	146	0710-024-0713-0
97	0710-024-1501-8	147	0710-024-0714-8
98	0710-024-1502-6	148	0710-024-0715-6
99	0710-024-1503-4	149	0710-024-0716-4
100	0710-024-1504-2	150	0710-024-0717-2
101	0710-024-1505-0	151	0710-024-0718-0
102	0710-024-1506-8	152	0710-024-0719-8
103	0710-024-1507-6	153	0710-024-0720-5
104	0710-024-1508-4	154	0710-024-0721-3
105	0710-024-1509-2	OL 9	0710-024-0722-1

155	0710-024-1601-6	205	0710-111-1925-5
156	0710-024-1602-4	206	0710-111-1926-3
157	0710-111-2001-2	207	0710-111-1927-1
158	0710-111-2002-0	208	0710-111-1928-9
159	0710-111-2003-8	209	0710-111-1929-7
160	0710-111-2004-6	210	0710-111-1930-4
161	0710-111-2005-4	211	0710-111-1931-2
162	0710-111-2006-2	212	0710-111-1932-0
163	0710-111-2007-0	OL 12	0710-111-1933-8
164	0710-111-2008-8	OL 13	0710-111-1934-6
165	0710-111-2009-6	213	0710-111-1412-2
166	0710-111-2010-4	214	0710-111-1413-0
167	0710-111-2011-1	215	0710-111-1414-8
168	0710-111-2012-9	216	0710-111-1415-6
169	0710-111-2013-7	217	0710-111-1416-4
170	0710-111-2014-5	218	0710-111-1417-2
171	0710-111-2015-3	219	0710-111-1418-0
172	0710-111-2016-1	220	0710-111-1419-8
173	0710-111-2017-9	221	0710-111-1314-0
174	0710-111-2018-7	222	0710-111-1315-8
175	0710-111-2019-5	223	0710-111-1316-6
176	0710-111-2020-2	224	0710-111-1317-4
177	0710-111-2021-0	225	0710-111-1318-2
178	0710-111-2022-8	226	0710-111-1319-0
179	0710-111-2023-6	227	0710-111-1320-7
180	0710-111-2024-4	228	0710-111-1321-5
OL 11	0710-111-2025-2	229	0710-111-1322-3
181	0710-111-1901-5	230	0710-111-1323-1
182	0710-111-1902-3	231	0710-111-1324-9
183	0710-111-1903-1	232	0710-111-1325-7
184	0710-111-1904-9	233	0710-111-1209-3
185	0710-111-1905-7	234	0710-111-1210-0
186	0710-111-1906-5	235	0710-111-1211-8
187	0710-111-1907-3	236	0710-111-1212-6
188	0710-111-1908-1	237	0710-111-1213-4
189	0710-111-1909-9	238	0710-111-1214-2
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191	0710-111-1911-4	240	0710-111-1216-8
192	0710-111-1912-2	241	0710-111-1217-6
193	0710-111-1913-0	242	0710-111-1218-4
194	0710-111-1914-8	243	0710-111-1219-2
195	0710-111-1915-6	244	0710-111-1220-9
196	0710-111-1916-4	245	0710-111-1221-7
197	0710-111-1917-2	246	0710-111-1222-5
198	0710-111-1918-0	247	0710-111-1223-3
199	0710-111-1919-8	248	0710-111-1224-1
200	0710-111-1920-5	249	0710-111-1225-9
201	0710-111-1921-3	250	0710-111-1226-7
202	0710-111-1922-1	251	0710-111-1227-5
203	0710-111-1923-9	252	0710-111-1228-3
204	0710-111-1924-7	253	0710-111-1229-1

OL 14	0710-111-1230-8	303	0710-111-2508-8
OL 15	0710-111-1231-6	304	0710-111-2509-6
254	0710-111-2701-8	305	0710-111-2510-3
255	0710-111-2702-6	306	0710-111-2511-1
256	0710-111-2703-4	307	0710-111-2512-9
257	0710-111-2704-2	308	0710-111-2513-7
258	0710-111-2705-0	309	0710-111-2514-5
259	0710-111-2706-8	310	0710-111-2515-3
260	0710-111-2707-6	OL 17	0710-111-2516-1
261	0710-111-2708-4	311	0710-111-2401-4
262	0710-111-2709-2	319	0710-111-2409-8
263	0710-111-2710-9	320	0710-111-2410-5
264	0710-111-0506-4	321	0710-111-2411-3
265	0710-111-0507-2	322	0710-111-2412-1
266	0710-111-0508-0	323	0710-111-2413-9
267	0710-111-0509-8	324	0710-111-2414-7
268	0710-111-0510-5	325	0710-111-2415-5
269	0710-111-0407-4	326	0710-111-2416-3
270	0710-111-0408-2	327	0710-111-2417-1
271	0710-111-0409-0	328	0710-111-2418-9
272	0710-111-0410-7	329	0710-111-2419-7
273	0710-111-0411-5	OL 18	0710-111-2420-4
274	0710-111-0412-3	330	0710-111-2301-6
275	0710-111-2801-6	331	0710-111-2302-4
276	0710-111-2802-4	332	0710-111-2303-2
277	0710-111-2803-2	333	0710-111-2304-0
278	0710-111-2804-0	334	0710-111-2305-8
279	0710-111-2805-8	335	0710-111-2306-6
280	0710-111-2806-6	336	0710-111-2307-4
281	0710-111-2807-4	337	0710-111-2308-2
282	0710-111-2808-2	338	0710-111-2309-0
283	0710-111-2809-0	339	0710-111-2310-7
284	0710-111-2810-7	340	0710-111-2311-5
285	0710-111-2811-5	341	0710-111-2312-3
286	0710-111-0306-8	342	0710-111-2313-1
287	0710-111-0109-6	343	0710-111-2314-9
288	0710-111-0110-3	344	0710-111-2315-7
289	0710-111-0111-1	345	0710-111-2316-5
290	0710-111-2601-0	346	0710-111-2317-3
291	0710-111-2602-8	OL 19	0710-111-2318-1
292	0710-111-2603-6	OL 20	0710-111-2319-9
293	0710-111-2604-4	347	0710-111-2101-0
294	0710-111-2605-2	348	0710-111-2102-8
295	0710-111-2606-0	349	0710-111-2103-6
296	0710-111-2501-2	350	0710-111-2104-4
297	0710-111-2502-0	351	0710-111-2105-2
298	0710-111-2503-8	352	0710-111-2106-0
299	0710-111-2504-6	353	0710-111-2107-8
300	0710-111-2505-4	354	0710-111-2108-6
301	0710-111-2506-2	355	0710-111-2109-4
302	0710-111-2507-0	356	0710-111-2110-1

357	0710-111-2111-9	405	0710-112-0515-3
358	0710-111-2112-7	406	0710-112-0516-1
359	0710-111-2113-5	407	0710-112-0517-9
360	0710-111-2114-3	408	0710-112-0518-7
361	0710-111-2115-1	409	0710-112-0519-5
362	0710-111-2116-9	OL 23	0710-112-0520-2
363	0710-111-2117-7	410	0710-112-0401-4
364	0710-111-2118-5	411	0710-112-0402-2
365	0710-111-2119-3	412	0710-112-0403-0
366	0710-111-2120-0	413	0710-112-0404-8
367	0710-111-2121-8	414	0710-112-0405-6
OL 21	0710-111-2122-6	415	0710-112-0406-4
368	0710-111-2201-8	416	0710-112-0407-2
369	0710-111-2202-6	417	0710-112-0408-0
370	0710-111-2203-4	418	0710-112-0409-8
371	0710-111-2204-2	419	0710-112-0410-5
372	0710-111-2205-0	420	0710-112-0411-3
373	0710-111-2206-8	421	0710-112-0412-1
374	0710-111-2207-6	422	0710-112-0413-9
375	0710-111-2208-4	423	0710-112-0414-7
376	0710-111-2209-2	424	0710-112-0415-5
377	0710-111-2210-9	425	0710-112-0416-3
378	0710-111-2211-7	426	0710-112-0417-1
379	0710-111-2212-5	427	0710-112-0418-9
380	0710-111-2213-3	428	0710-112-0419-7
381	0710-111-2214-1	429	0710-112-0420-4
382	0710-111-2215-9	430	0710-112-0421-2
383	0710-111-2216-7	431	0710-112-0422-0
384	0710-111-2217-5	432	0710-112-0423-8
385	0710-111-2218-3	433	0710-112-0424-6
386	0710-111-2219-1	434	0710-112-0425-4
387	0710-111-2220-8	OL 24	0710-112-0426-2
388	0710-111-2221-6	435	0710-112-0301-6
389	0710-111-2222-4	OL 25	0710-112-0302-4
390	0710-111-2223-2	436	0710-112-0303-2
OL 22	0710-111-2224-0	OL 26	0710-112-0304-0
OL 16	0710-111-2901-4	437	0710-112-0305-8
391	0710-112-0501-2	438	0710-112-0306-6
392	0710-112-0502-0	OL 27	0710-112-0201-8
393	0710-112-0503-8	439	0710-112-0105-2
394	0710-112-0504-6	440	0710-112-0106-0
395	0710-112-0505-4	441	0710-112-1801-5
396	0710-112-0506-2	442	0710-112-1802-3
397	0710-112-0507-0	443	0710-112-1803-1
398	0710-112-0508-8	444	0710-112-1804-9
399	0710-112-0509-6	445	0710-112-1805-7
400	0710-112-0510-3	446	0710-112-1701-7
401	0710-112-0511-1	447	0710-112-1702-5
402	0710-112-0512-9	448	0710-112-1703-3
403	0710-112-0513-7	449	0710-112-1704-1
404	0710-112-0514-5	450	0710-112-1705-9

451	0710-112-1601-9	500	0710-112-0706-8
452	0710-112-1602-7	501	0710-112-0707-6
453	0710-112-1603-5	502	0710-112-0708-4
454	0710-112-1604-3	503	0710-112-0709-2
455	0710-112-1501-1	504	0710-112-0710-9
456	0710-112-1502-9	505	0710-112-0711-7
457	0710-112-1503-7	506	0710-112-0712-5
458	0710-112-1901-3	507	0710-112-0713-3
459	0710-112-1902-1	508	0710-112-0714-1
460	0710-112-1903-9	509	0710-112-0715-9
461	0710-112-1904-7	510	0710-112-0716-7
462	0710-112-1905-5	511	0710-112-0717-5
463	0710-112-1906-3	512	0710-112-0718-3
464	0710-112-1907-1	513	0710-112-0719-1
OL 28	0710-112-1908-9	514	0710-112-0720-8
465	0710-112-1909-7	515	0710-112-0721-6
466	0710-112-0801-6	516	0710-112-0722-4
467	0710-112-0802-4	517	0710-112-0723-2
468	0710-112-0803-2	518	0710-112-0724-0
469	0710-112-0804-0	OL 30	0710-112-0725-8
470	0710-112-0805-8	519	0710-112-0601-0
471	0710-112-0806-6	520	0710-112-0602-8
472	0710-112-0807-4	521	0710-112-0603-6
473	0710-112-0808-2	522	0710-112-0604-4
474	0710-112-0809-0	523	0710-112-0605-2
475	0710-112-0810-7	524	0710-112-0606-0
476	0710-112-0811-5	525	0710-112-0607-8
477	0710-112-0812-3	526	0710-112-0608-6
478	0710-112-0813-1	527	0710-112-0609-4
479	0710-112-0814-9	528	0710-112-0610-1
480	0710-112-0815-7	529	0710-112-0611-9
481	0710-112-0816-5	530	0710-112-0612-7
482	0710-112-0817-3	531	0710-112-0613-5
483	0710-112-0818-1	532	0710-112-0614-3
484	0710-112-0819-9	OL 31	0710-112-0615-1
485	0710-112-0820-6	533	0710-112-0901-4
486	0710-112-0821-4	534	0710-112-0902-2
487	0710-112-0822-2	535	0710-112-0903-0
488	0710-112-0823-0	536	0710-112-0904-8
489	0710-112-0824-8	537	0710-112-0905-6
490	0710-112-0825-6	538	0710-112-0906-4
491	0710-112-0826-4	539	0710-112-0907-2
492	0710-112-0827-2	540	0710-112-0908-0
493	0710-112-0828-0	OL 10	0710-112-0909-8
494	0710-112-0829-8	541	0710-112-1001-1
OL 29	0710-112-0830-5	542	0710-112-1002-9
495	0710-112-0701-8	543	0710-112-1003-7
496	0710-112-0702-6	544	0710-112-1004-5
497	0710-112-0703-4	545	0710-112-1005-3
498	0710-112-0704-2	546	0710-112-1006-1
499	0710-112-0705-0	547	0710-112-1007-9

548	0710-112-1008-7	599	0710-112-1301-5
549	0710-112-1009-5	600	0710-112-1302-3
550	0710-112-1010-2	601	0710-112-1303-1
551	0710-112-1011-0	602	0710-112-1304-9
552	0710-112-1012-8	603	0710-112-1305-7
553	0710-112-1013-6	604	0710-112-1306-5
554	0710-112-1014-4	605	0710-112-1307-3
555	0710-112-1015-2	606	0710-112-1308-1
556	0710-112-1016-0	607	0710-112-1309-9
557	0710-112-1017-8	608	0710-112-1310-6
558	0710-112-1018-6	609	0710-112-1311-4
559	0710-112-1019-4	610	0710-112-1312-2
560	0710-112-1101-9	611	0710-112-1313-0
561	0710-112-1102-7	612	0710-112-1314-8
562	0710-112-1103-5	613	0710-112-1401-3
563	0710-112-1104-3	614	0710-112-1402-1
564	0710-112-1105-1	615	0710-112-1403-9
565	0710-112-1106-9	616	0710-112-1404-7
566	0710-112-1107-7	617	0710-112-1405-5
567	0710-112-1108-5	618	0710-112-1406-3
568	0710-112-1109-3	619	0710-112-1407-1
569	0710-112-1110-0	620	0710-112-1408-9
570	0710-112-1111-8		
571	0710-112-1112-6		PARCEL 0710-111-0105-4 HAS BEEN CHANGED TO 0710-111-0303-4
572	0710-112-1113-4		
573	0710-112-1114-2		PARCEL 0710-111-0104-6 HAS BEEN CHANGED TO 0710-111-0304-2
574	0710-112-1115-0		
575	0710-112-1116-8		
576	0710-112-1117-6		
577	0710-112-1118-4		PARCEL 0710-111-0103-8 HAS BEEN CHANGED
578	0710-112-1119-2		
579	0710-112-1201-7		
580	0710-112-1202-5		
581	0710-112-1203-3		
582	0710-112-1204-1		
583	0710-112-1205-9		
584	0710-112-1206-7		
585	0710-112-1207-5		
586	0710-112-1208-3		
587	0710-112-1209-1		
588	0710-112-1210-8		
589	0710-112-1211-6		
590	0710-112-1212-4		
591	0710-112-1213-2		
592	0710-112-1214-0		
593	0710-112-1215-8		
594	0710-112-1216-6		
595	0710-112-1217-4		
596	0710-112-1218-2		
597	0710-112-1219-0		
598	0710-112-1220-7		

**FIRST ADDITION TO GRANDVIEW
COMMONS PARCEL NUMBERS**

003503

Lots 621 – 629 were formerly parts of the following parcel numbers.

0710-111-2402-2
0710-111-2403-0
0710-111-2404-8
0710-111-2405-6
0710-111-2406-4
0710-111-2407-2
0710-111-2408-0

EXHIBIT "B"

003504

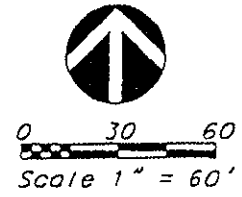
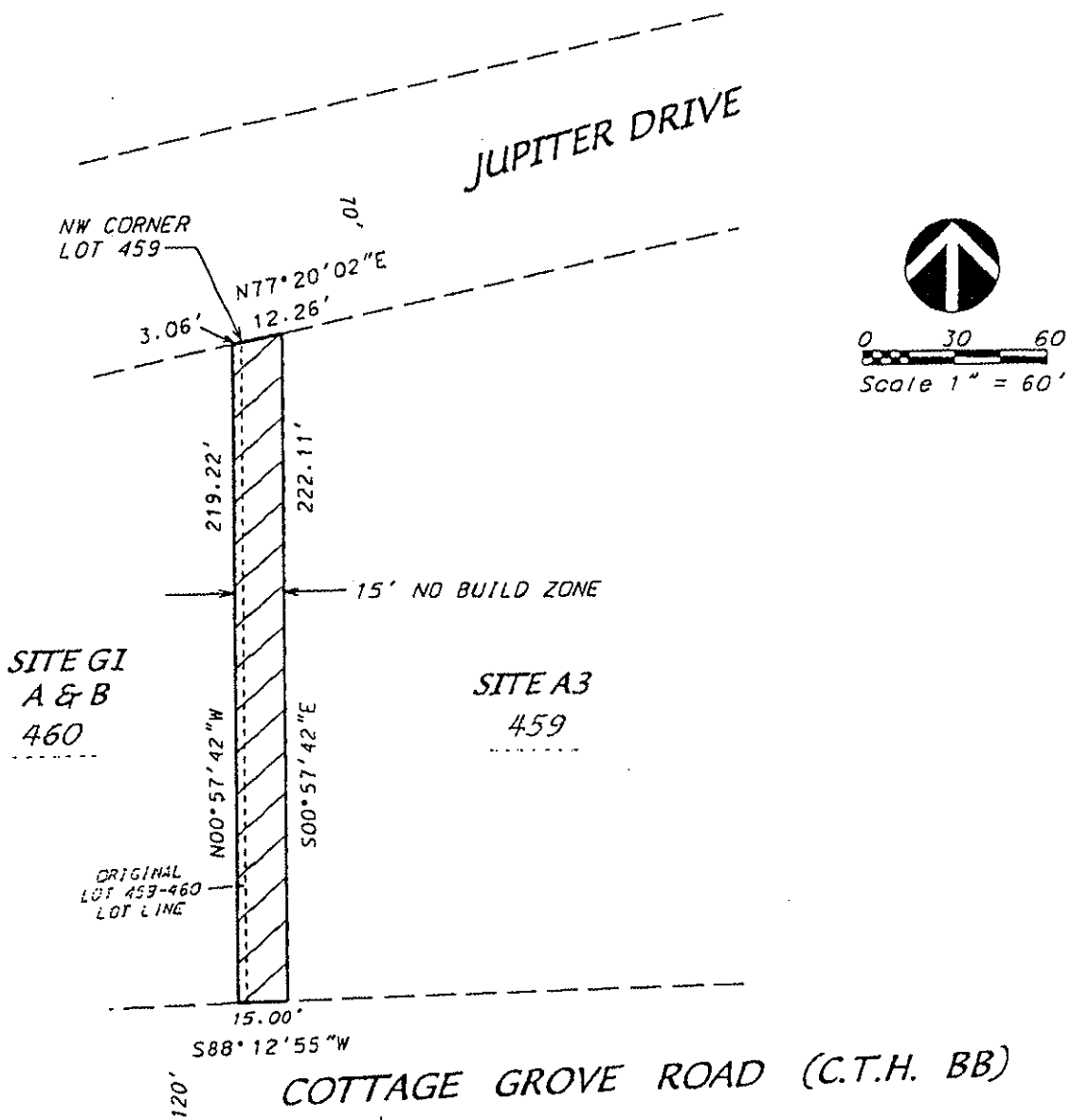
Legal Description of Commercial Lots

Lots 154, 157, 435, - 465 inclusive, 470 – 479 inclusive, Plat of Grandview Commons,
City of Madison, Dane County, Wisconsin.

Please see Exhibit "A" for parcel identification numbers.

EXHIBIT "C"

15' No Build Zone



LEGAL DESCRIPTION
15' NO BUILD ZONE

A 15' No Build Zone located within Lots 459 and 460, Grandview Commons, recorded in Volume 58-005A of plats on pages 19 through 33 as Document No. 3583911, Dane County Registry, located in the SE1/4 of the NW1/4 of Section 11, T7N, R10E, City of Madison, Dane County, Wisconsin, to-wit: Beginning at the northwest corner of said Lot 459: thence N77°20'02"E, 12.26 feet; thence S00°57'42"E, 222.11 feet; thence S88°12'55"W, 15.00 feet; thence N00°57'42"W, 219.22 feet; thence N77°20'02"E, 3.06 feet to the point of beginning.

FOURTH AMENDMENT TO
DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3627106

18/14/2003 09:31:11AM

Trans. Fee:
Exempt #:

Rec. Fee: 21.00
Pages: 6

000446

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, Wisconsin 53703

Document Number

Title of Document

This Fourth Amendment to that certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons (the "Amendment") is made by DJK Real Estate, LLC, a Wisconsin limited liability company, successor in interest to DJK Holdings, Inc., f/k/a Great Neighborhoods, Inc., a Wisconsin Corporation ("DJK") and Premium Real Estate, LLC, a Wisconsin limited liability company ("Premium," and collectively with DJK the "Developer").

See Attached
(Parcel Identification Number)

WITNESSETH:

WHEREAS, DJK and Premium each own certain real property which has been previously subdivided into a neighborhood known as Grandview Commons (the "Development"), comprised of Phases I and II, owned by DJK, and Phases III and IV, owned by Premium; and

WHEREAS, in connection with the Development, Developer's predecessors in interest recorded that certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons, dated December 19, 2002, recorded December 19, 2002 in the office of the Dane County, Wisconsin Register of Deeds, as Document No. 3615505 (the "Covenants"); and

WHEREAS, there has been recorded first, second and third amendments to the Declaration in the office of the Dane County, Wisconsin Register of Deeds bearing the following document numbers: Document No. 3678368 (the "First Amendment"), Document

6/21