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PLAT OF CHAPEL GREEN

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

VILLAGE OF DEFOREST, DANE COUNTY, WI.

PREAMBLE

Drafted by and return to:

**Jeff Rosenberg
Veridian Homes
6801 South Towne Drive
Madison, WI 53713**

See Exhibit "B"
(Parcel Identification Numbers)

This Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions is made this 26 day of March, 2015, by VH Chapel Green, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "Declarant").

WHEREAS, VH Chapel Green, LLC, a Wisconsin Limited Liability Company caused to be recorded certain Declaration of Protective Covenants, Conditions and Restrictions for the Plat of Chapel Green, dated August 4, 2005, recorded August 9, 2005 in the office of the Dane County, Wisconsin Register of Deeds as Document No. 4091814 (the "Original Declaration"); and

WHEREAS, there was subsequently recorded a First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Chapel Green, dated February 26, 2007, recorded in the office of the Dane County, Wisconsin Register of Deeds on March 6, 2007 as Document No. 4286691 (the "First Amendment") and a Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Chapel Green, dated February 9, 2011, recorded in the office of the Dane County, Wisconsin Register of Deeds on February 10, 2011 as Document No. 4744521 (the "Second Amendment", collectively with the First Amendment the "Amendments" and said Amendments, collectively with the Original Declaration, the "Covenants"); and

WHEREAS, Declarant is the successor in interest to VH Chapel Green, LLC and Great Neighborhoods East, LLC, and has the authority to amend and restate the Covenants pursuant to the terms of Section E-8 of the Original Declaration; and

WHEREAS, Declarant wishes to amend and restate the Covenants in accordance with the terms, covenants and conditions of this Declaration with respect to the real property legally described in Exhibit "A", attached hereto and incorporated herein by reference (the "**Development**").

NOW, THEREFORE, Declarant hereby declares that the real property legally described in Exhibit "A", attached hereto and incorporated herein by reference, shall effective with the recording of this Declaration, no longer be subject to or affected by the Covenants, which shall be deemed null and void upon the recordation hereof, but instead shall be subject to and at all times shall remain affected by the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth in this Declaration.

Part A

ASSOCIATION MATTERS

A-1) Definitions.

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

B) "Common Property" includes all those areas located in the Development which are not contained within a Lot and which are intended for common use or are necessary or convenient to the existence, maintenance or safety of the Development. Common Property may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Declaration, and all improvements located on said Property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include, if any, public or private alleys, access ways, traffic calming features, landscaping islands or boulevards, subdivision entrance monument and adjacent features, which the Village of DeForest is not obligated to maintain. Declarant may, by subsequent amendment or Easement, designate parts of certain private lands within the Development as Common Property, rendering the Association responsible for maintenance thereof, without subjecting the same to the ownership provisions contained in Section A-3, below.

C) "Declarant" shall mean and refer to VH Chapel Green, LLC, a Wisconsin limited liability company, or their successors and assigns.

D) "Lot" shall mean and refer to the lands described as The Plat of Chapel Green as depicted in Exhibit "A", now owned by Declarant, but which Declarant in the future intends to convey or has previously conveyed to purchasers who shall thereupon become members of the Association. The term "Property" or "Properties" shall be synonymous with the term Lot. Outlots are not considered Lots for purposes of this Declaration.

E) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the Properties described in Exhibit "A". A purchaser of

any of said Properties by land contract shall be referred to as "Owner" instead of the land contract vendor.

F) "Occupant" shall mean and refer to the occupant of any of the Properties who shall either be an Owner or a lessee who holds a written lease having an initial term of twelve months or more.

G) "Subdivision" shall refer to the lands described as The Plat of Chapel Green in Exhibit "A". The term "Subdivision" is synonymous with the term "Development".

H) Reference to a "Phase," followed by a numeral, shall refer to a series of sections of the Subdivision. Declarant 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.

A-2) Membership and Voting Rights.

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

B) Voting Rights.

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

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

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

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

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

A-3) Description.

A) Responsibility for Assessments. The Declaration is applicable to all Lots located in the Development. Declarant shall turn over to the Association at the time control is turned over to the Members any surplus received by the Association of income over expenses. Each Lot shall be assigned one Assessment Unit, which will be divided by the total number of Lots to determine the percentage of assessments for common area maintenance and other expenses that may be assessed to that Lot under this Declaration. The Declarant shall be responsible for payment of assessments attributable to all Lots owned by Declarant, whether in a phase of the Development that has been developed, is currently being developed, or will be developed in the future.

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

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

D) Ownership.

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

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

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

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

A-4) Maintenance of Common Property

A) Maintenance Requirements.

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

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

3) **Specific Responsibilities.**

(a) **Traffic Calming Devices.** Certain streets within the Property may include special traffic islands and traffic calming measures within the public right-of-way. The Association shall be responsible, at the Association's sole cost and expense, for the maintenance and upkeep of such physical island and/or traffic measures. Such maintenance and upkeep shall be performed at the discretion of the Association except to the extent required by the Village of DeForest, and shall include landscaping. If the special street design features or landscaping are not maintained, the Village of DeForest will give notice to the Association that it is not being maintained. If the Association does not complete the required maintenance within thirty (30) days, the Village may modify the physical traffic measures to minimize maintenance needs; including replacing landscaped surfaces with asphalt. The Association shall reimburse the Village for all costs incurred by the Village in making such modifications. Modifications by the Village under this paragraph shall not relieve the Association from its maintenance obligation for traffic measures as modified. The Association and persons involved with the maintenance and upkeep of the special traffic measures shall indemnify and hold harmless the Village of DeForest and its boards and commissions, and their officers, agents and employees from and against all claims, demands, loss or liability of

any kind, type or description, related to the maintenance and upkeep of the special traffic measures.

4) In order to carry out its maintenance obligations, the Association may enter into a long-term contract with a reputable property management company (the "Management Company"); pursuant to which contract the Management Company shall assume the maintenance obligations of the Association as provided herein.

5) Any and all expenses incurred by the Management Company, on behalf of and pursuant to its contract with the Association, in connection with the management and maintenance of the Common Property and administration of the Association shall be deemed to be common expenses ("Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Property; common grounds security lighting; municipal utility services for Common Property enforcement of this Declaration (including attorneys' fees) and maintenance and management salaries and wages.

B) Assessments.

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

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

3) The Association, or the Management Company, on behalf of, and pursuant to its contract with the Association, shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on such Lot. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of Ownership. The Association or the Management Company, on behalf of and pursuant to its contract with the Association, may commence an action against any Owner personally obligated to pay the charges or to

foreclose the lien for such charge against any Lots. Any such foreclosure action may be brought at the Association or 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 or the Management Company securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

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

D) Joint and Several Liabilities of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a Property shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee 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

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

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

A) The Lots shall be used for single family residential purposes, plus those residential accessory uses enabled under the Chapel Green PUD Final Development Plan, on file with the Village. 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 garage of a size to be approved by the Committee, as that term is defined below. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter.

B) Outlots 1 and 4 shall be dedicated to the public.

C) Outlots 2 and 3 shall be dedicated to the public to be used for sanitary sewer, water main, intermittent stream channel, stormwater conveyance and management and pedestrian path/recreation trails (pedestrian path/recreation trails will be open to the public). The Developer shall construct the path at the Developers cost, and maintain the path until acceptance by the Village.

D) Minimum unprotected foundation opening elevation for Lots 16-36 is 933.3.

E) Minimum unprotected foundation opening elevation for lots 62-68 is 938.0

F) All rights-of-way noted on the Plat, if any, shall be dedicated to the public and shall be improved in accordance with applicable law.

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. Approval shall be as provided below.

B-4) Dwellings and Landscaping. The landscaping to be installed on all Lots must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points as set forth hereafter. 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 with the exception of detached garages approved by the Committee in advance of construction. No above-ground swimming pools shall be permitted. All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every 14 days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

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

B-5) Vehicles 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, or longer if approved by the Committee, 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) Easements.

A) No structure, planting, or other materials shall be placed or permitted to remain within any Easement ("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.

B) Lots 17-18 and 66-67 are subject to a fifteen foot (15') wide public storm sewer easement as noted on the Plat.

C) Lots 31, 32, 28, 29 and 61-62 are subject to a twenty foot (20') wide public sanitary sewer easement as noted on the Plat.

D) Lots 16-17 are subject to a thirty foot (30') wide public sanitary sewer and water main easement as noted on the Plat.

E) Lots 58-67 and Lots 72-74 are subject to a twenty five foot (25') building set back as noted on the Plat.

F) The Intra-block drainage Easements shall be graded with the construction of each principal structure in accordance with the approved Stormwater Drainage Plan on file with the Village Administrator or her/his designee, as amended in accordance with the municipality General Ordinances.

G) Lot 35 and 36 is subject to an environmental corridor.

H) Lots 40 and 41 are subject to a ten foot (10') wide public storm sewer easement as noted on the Plat.

I) Lot 37 is subject to a four (4) wide public bike trail easement and a vision corner easement as noted on the Plat.

J) Portions of Outlot 2 shall be subject to a Declaration of Subdivision Sign Easement and shall be deemed a part of the Common Property, which the Association is obligated to maintain under Section (A) of this Declaration. The cost of maintenance of the said sign easement shall be an assessment against all of the Property in the subdivision in accordance with this Declaration, for so long as such maintenance is necessary or required.

B-7) Slope and Swale Areas.

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

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

C) Declarant has submitted and obtained approval from the Village of a certain Storm Water Management Plan as required by Village Ordinances. In the event of conflict between any plans and such Storm Water Management Plan, the Storm Water Management Plan shall control. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance or correction of any drainage condition and the Lot Owner shall be responsible for the cost thereof.

D) Any disputes relating to drainage swales, drainage or other surface water issues, shall be resolved by the Board of Directors of the Association, which may seek the advice of the Village Administrator or her/his designee of the Village of DeForest. 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 Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant.

B-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) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in

sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot.

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

B-15) 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) Existing Trees: During site preparation, Declarant has removed trees that will interfere with the construction of the home. However, if existing trees are left on the lot it is the Buyer’s responsibility to maintain the existing trees. Declarant will not guarantee the health or longevity of the trees.

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

Part C

ARCHITECTURAL CONTROL COMMITTEE

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

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

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

C-2) Architectural Control. No structure, whether residence, accessory building, tennis 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 Architectural Review Application ("Application"), as depicted in Exhibit F attached hereto and incorporated herein by reference, 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 Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee.

C-3) Plan Review. The Committee shall review said Application, plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation. Homes in the development will be subject to a comprehensive, written set of design guidelines as set forth herein as Part D. The Committee shall use the guidelines set forth in this Declaration as an aid in exercising its architectural control responsibilities hereunder, and may grant variances except as defined in Section D-2.

C-4) Procedure.

A) Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed \$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, the request shall be deemed denied.

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

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

D) The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

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

C-5) Separate Village Approvals. Matters which require approval of the Committee may also require approval of the Village of DeForest. Obtaining approval from the Committee and the Village of DeForest is solely the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the Village of DeForest and approval by the Village of DeForest shall not be deemed approval by the Committee. The Final Development Plan requires obtaining Committee approval before applying for a Village building permit.

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

Chapel Green Architectural Control Committee
% Veridian Homes, LLC
6801 South Towne Drive
Madison, Wisconsin 53713

C-7) Committee Liabilities. 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-8) Indemnifications. Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such

member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Property expense. Nothing in this Section C-8 shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

C-9) Variance. Subject to the limitations in Section D-2 and E-9, the Committee shall have the discretion to approve variances from any of the requirements of this Declaration if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other houses in the development. Variances to certain provisions of this Declaration also require Village approval as specified.

Any variance to requirements in Part D must meet the following criteria:

- 1) Compliance would require difficulties or undue hardship to the lot owner.
- 2) Building remains consistent with required architectural character of single family dwelling units in the Declaration.
- 3) Building design includes compensating architectural elements.
- 4) Building design is harmonious with existing buildings, particularly those that are abutting and on the opposite side of the street.

Further, the Architectural Control Committee may not vary the following architectural design guidelines without first obtaining the approval of the Village Zoning Administrator:

- 1) Maximum garage width - see Section D-1)E
- 2) Garage projections beyond face of home - see Section D-1)E
- 3) Minimum 2 windows facing public street - see Section D-1)C

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

Part D
DESIGN GUIDELINES

D-1) Single Family Dwelling Units.

A) Lot Dimensional Standards. Lot dimensional standards are as follows:

- 1) Minimum lot size: 5,310 square feet
- 2) Minimum lot width (at minimum front yard setback): 59'
- 3) Minimum lot depth: 85'
- 4) Minimum front yard setback: 20'
- 5) Minimum front yard setback: 25' (Lots 58-67 and 72-74 only)
- 6) Minimum street side yard setback (for corner lots): 10'
- 7) Minimum interior side yard setback: 5' (above grade living space)
- 8) Minimum rear yard setback: 20' (above grade living space)

B) Minimum House Sizes. Exclusive of garage and below grade space. 1 story 1,400 square feet and 2 story 1,500 square feet. Any variance to this section D-1)B) also requires Village Planning and Zoning Commission approval.

C) Architectural Design and Housing Variety Guidelines.

1) Variety Standards (see Exhibit G). No two single-family detached dwellings of the same floor plan with the same architectural style of elevation or façade shall be constructed on any abutting lots or within 6 lots on either side of the street on which the dwellings front, or on any two lots which are directly across the street from one another. Any variance to C-1) also requires Village Zoning Administrator approval.

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

Cottage	Craftsman	Four Square	Farmhouse A & B
Modern	Traditional	Victorian	English Country
Prairie	Classical		

The requirements as itemized in the following sections D-H will be used as applicable to the context of the specific architectural style. Declarant reserves the right to grant variances in its sole discretion except as limited in Section C-9 above.

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

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

2) Porch post style should be consistent with the overall architectural style of the home. Minimum standard porch design details include the following; porch posts or alternate per plan, porch balustrades, when provided, of nominal 2" x 2" square wood spindle spacing shall be at a maximum of four inches (4") clean dimensions or current code and newel posts that are of the same design as the base of the column posts. Porch columns and railings shall be painted to match the trim color of the house.

E) Garage.

1) The maximum garage width exposed on the front elevation shall be no greater than fifty percent (50%) of the overall building width.

2) A front-entry garage cannot project beyond the face of the home or the open porch. For homes without porches adjacent to the garage, the garage face must be set back a minimum of 2'-0" from the front elevation.

3) Tandem, split or side entry garages are encouraged for three or four car garages. On each 3-car front entry garage, the third stall must have a minimum setback of the greater of two feet (2') from the two-car garage line or as required by compatible roof design.

4) The garage door shall be a raised panel design painted to match the siding on the home. The use of windows in the door, appropriate to the architectural style, is encouraged. The maximum size for any one garage door is 8' x 18'.

F) Ornamental Design Elements.

1) Ornamental design elements, such as dormers, shutters, window wrap window grids, gable vents, pilasters, pediments, etc., shall be used in a manner consistent with the overall architectural style of the home and with emphasis on elevations exposed to public space.

2) Window wrap or shutters and window grids are required on front and other primary elevations facing or visible from a public space. Gable vents, 5" horizontal vinyl trim, and/or eyebrow roofs are required on front elevation gables greater than 10'-0" in width and are encouraged on other gables as deemed appropriate by the Architectural Control Committee.

3) The shutters shall be wood or polystyrene with colors as outlined in the Color Chart established by Declarant for the Development or of other material or color as deemed acceptable by the Architectural Control Committee. Panel or louver design shutters shall be used as appropriate to home materials & style.

4) The window wrap shall be 3½" vinyl or composite material with colors as outlined in the Color Chart and used with box outs or when part of the standard plan.

5) Gable vents shall be the NuWood triangle or peaked series or equivalent for the front elevation, and side elevations facing a public street. Gable ornamentation as appropriate to architectural style may be allowed or required by the Architectural Control Committee.

G) Roof/Facias/Soffits/Eaves.

1) Roof Standards:

- a) Roof design must be consistent with the overall architectural style of the home. Roof forms and pitches as established on individual styles may not be altered without approval by the Architectural Control Committee.
- b) Materials and colors shall be as outlined in the Veridian Homes Color Chart.
- c) Use of an eyebrow roof or projecting gable is required at brick walls not extending into a gable and are encouraged as appropriate, at double gable returns and porch column caps.
- d) Hip roof design, porches or other elements deemed appropriate by the Architectural Control Committee may be used in lieu of specific gable requirements.

2) Fascia Standards: 6" minimum aluminum, wood or composite fascia with colors as outlined in the Color Chart, should be used as appropriate to the architectural style.

3) Soffit and Eave Standards:

- a) Aluminum soffit and eave color shall match fascia.
- b) A minimum twelve-inch (12") overhang is required at typical eaves and gable ends. However, six inches (6") is allowable with projections less than 6'-0" in width, such as the fireplace chase and a small bay window, and beyond structure line at open porches. Specific architectural styles may require greater overhangs.

H) Exterior Wall Surfaces.

1) Materials and colors shall be as outlined in the Veridian Homes Color Charts.

2) Variation of wall planes on primary elevations is encouraged.

3) Any elevations facing public streets or spaces shall have a minimum of two (2) windows with wrap trim or shutters and window grills as appropriate and gable vents on any street facing gable end elevation as appropriate to configuration of said gable. The ACC may require additional windows or architectural detail as appropriate to specific plans.

4) The use of brick or stone is encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, a soldier course

window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

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

I) **Building Permits.** The Village's Building Code is applicable within Chapel Green. The Village will issue a building permit for any structure also requiring Architectural Control Committee approval only after the building permit applicant first obtains consent of the Architectural Control Committee (ACC), via architectural plans stamped as approved or another method accepted by the Village Zoning Administrator. The purpose of this provision is to ensure that the design of structures meets the Declaration and overall design intent of the development. The owner of any lot shall obtain architectural approval from the ACC before requesting a building permit.

D-2) Other Improvements.

A) **Fences** All fences must be approved by the Committee or its designated approving authority, and shall comply with any requirement for fences set out in the Design Guidelines ("Design Guidelines"). The Development will be the subject of a comprehensive, written set of Design Guidelines attached as Exhibit E-1 through E-8 attached hereto and incorporated herein by reference. 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.

1) Fencing shall consist of wood and shall be stained or painted. Four styles of fencing are permitted and are detailed in Exhibits "E1", "E2", "E3", "E4", "E-5", "E-6", "E-7" and "E-8" attached.

- a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
- b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
- c) Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot.
- d) A fencing stain or paint color sample must be submitted to the Committee for approval. Unless referenced on preapproved color chart.

2) Vinyl fencing of design and color equivalent to those detailed in Exhibits "E1", "E2", "E3", "E4", "E-5", "E-6", "E-7" and "E-8".

3) Appropriate uses of fencing:

- a) Fencing shall be permitted in rear and side yards.
- b) Fencing shall meet up with the corners of the home or garage and may not project past the front face of home or garage.
- c) Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.
- d) Fencing at side yards of corner lots shall be placed a minimum of 5' from property line (approximately 6' from sidewalk) for all zoning classifications. A variance for fence placement to a minimum of 3' from property line (approximately 4' from sidewalk) may be granted if a landscaping plan consisting of a continuous bed of shrubs and/or perennial plants, mulched with bark or stone, is provided for the area between the fence and sidewalk.

4) Inappropriate use of fencing:

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

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

1) Appropriate deck design shall incorporate the following criteria:

- a) Deck(s) shall be proportionate in size to the footprint of the dwelling
- b) Deck(s) shall be proportionate in length and width
- c) Deck(s) shall not project past the rear or side yard setbacks unless allowed by Village Zoning Ordinance.
- d) Deck(s) at side yards of corner lots may not project past the corner of the home or garage for that side facing the street.
- e) Deck(s) must be stained or painted

2) Inappropriate deck design:

- a) Deck(s) in front yards shall not be permitted.

- b) Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.
- c) Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

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

1) Fencing surrounding kennel shall consist of wood or vinyl and must be approved by the Committee. Only two styles of fencing are permitted and are detailed in Exhibits "E-1" and "E-2".

- a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
- b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
- c) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run.
- d) A fencing stain or paint color sample must be submitted to the Committee for approval. Unless referenced on preapproved color chart.

2) Appropriate placement of kennels or runs:

- a) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.
- b) Kennel or run shall meet up with the corners of the home or garage and may not project past the face of home or garage.
- c) Only one kennel or run is permitted per Lot.
- d) Kennels must be oriented with the long side parallel to home.

3) Inappropriate placement of kennels or runs:

- a) Kennel or run in front or side yards is not permitted.
- b) Kennel or run projecting past face of home or garage is not permitted.
- c) Kennel or run shall not occur in freestanding segments or be placed

arbitrarily on the lot.

- d) Kennel or run shall not meet porch or deck corners.
- e) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

D) Outbuildings. No outbuilding, shed or accessory building of any nature shall be erected on any Lot.

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

1) Appropriate antennae or satellite dish placement:

- a) Only one antennae or satellite dish shall be allowed per lot.
- b) Antennae or satellite dish shall be placed in rear yards or on the rear roofline of home and shall not be visible from curb directly in front of the home.
- c) Antennae or satellite dish shall not project past the upper most roof ridgeline.

2) Inappropriate antennae or satellite dish placement:

- a) Antennae or satellite dish in front or side yards shall not be permitted.
- b) Antennae or satellite dish shall not interfere with utility equipment.

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

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

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

I) Landscaping Requirements. Pursuant to Section B-4, Developer hereby imposes upon all Lots described in Exhibit "A", attached hereto and incorporated herein by reference, the requirement that the Owners thereof install landscaping on such Lots which meets or exceeds the minimum number of points for landscaping set forth in Exhibit "C". The number of points attributable to various elements of the landscaping to be installed shall be

determined by reference to Exhibit "D", attached hereto and incorporated herein by reference. All terms, covenants and conditions of Section B-4, shall be applicable to the landscaping to be installed pursuant to the terms of this paragraph.

Part E

GENERAL PROVISIONS

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

E-2) Enforcement. The Architectural Control Committee or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Committee shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees. In addition to the foregoing, the Village shall have the right, but not the obligation, to enforce any of the conditions and covenants listed in Section E-9, and shall have all of the rights of the Committee under this section in any such enforcement action.

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

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

E-5) Parade of Homes. So long as Developer shall own any Lots located within the Development, Declarant reserves the right to submit some or all of said Lots as a site for the Parade of Home of the Madison Area Builders Association (the "Parade"). In the event that some or all of said Lots are selected as a site for a Parade, this Declaration of Protective Covenants, Conditions and Restrictions shall, as to the Lots enrolled in the Parade, for a limited period of time ending 48 hours after the conclusion of the Parade, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade in this Development pursuant to the then current Parade Rules and Checklist of the Madison Area Builders Association. All purchasers of Lots and/or their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration of Protective Covenants, Conditions and Restrictions by the Developer, the Madison Area Builders Association, or any

of the builders or participants in the Parade for the period of the Parade as set forth above, including the closing of any public or private streets in the Parade area. All Lot owners appoint the Developer their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade.

E-6) Governing Law. This Declaration shall be construed and enforced in accordance with the terms of the laws of the State of Wisconsin. The terms of this Declaration are not intended to replace or affect any applicable laws, ordinances, rules or regulations of the Village of DeForest. In the event any term contained in this Declaration conflicts with, or is incompatible with, applicable laws, ordinances, rules or regulations of the Village of DeForest, the Village of DeForest provisions shall control unless the specific terms contained in this Declaration are more restrictive, in which event the more restrictive requirements control.

E-7) Notices.

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

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

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

E-8) Amendment. At any time until Declarant 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, Declarant may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant, their Mortgagees or any other party, including the Association and its Board of Directors, except as provided in Section E-9.

E-9) Village Board Approval. Notwithstanding any other provision of this Declaration, no modification, amendment, alteration or variance granted by the Declarant, the Association or any other entity to the requirements of the following sections shall be effective unless also approved in writing by the DeForest Village Board:

Part A: A-4(A) (1-3).

Part B: B-1, B-2, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13 and B-15.

Part C: C-5 and C-9

Part D: Except that Declarant, Association, or Architectural Control Committee may grant variances to Part D subject to the limitations in this Declaration.

Part E: E-1, E-2, E-3, E-6, E-9 and E-13

E-10) No Waiver. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or any other provision of this Declaration.

E-11) Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

E-12) Including. Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

E-13) Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

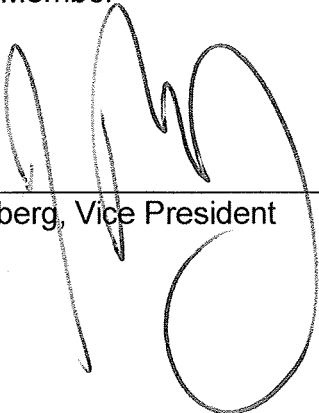
E-14) Remedies. All remedies herein are cumulative.

[Signature on next page]

IN WITNESS WHEREOF, VH Chapel Green, LLC a Wisconsin limited liability Company has caused these presents to be signed and sealed this 26 day of March, 2015.

VH Chapel Green, LLC a Wisconsin Limited Liability Company
 By: VH Holdings LLC, Its Sole Member

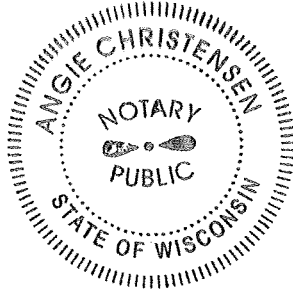
By: _____
 Jeff Rosenberg, Vice President



ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
 COUNTY OF DANE)

Personally came before me this 26 day March, 2015, Jeff Rosenberg the Vice President of VH Chapel Green, LLC, a Wisconsin limited liability company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.



Angie Christensen
 Notary Public Dane County, Wisconsin
 My Commission Expires: 5-1-16

Exhibit "A"

Located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, T9N, R9E, Village of DeForest, Dane County, Wisconsin

NOTE: Please be advised that the undersigned hereby directs viewers to ignore the illegible printed text material on the map attached to this Exhibit "A". Only the spatial relationships of the illustrations on the map are being presented for your information.

Print Name: Jeff Rosenberg

CHAPEL GREEN

LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 24, T9N, R9E,
VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN

4894584

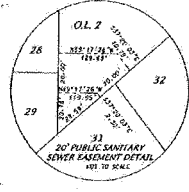
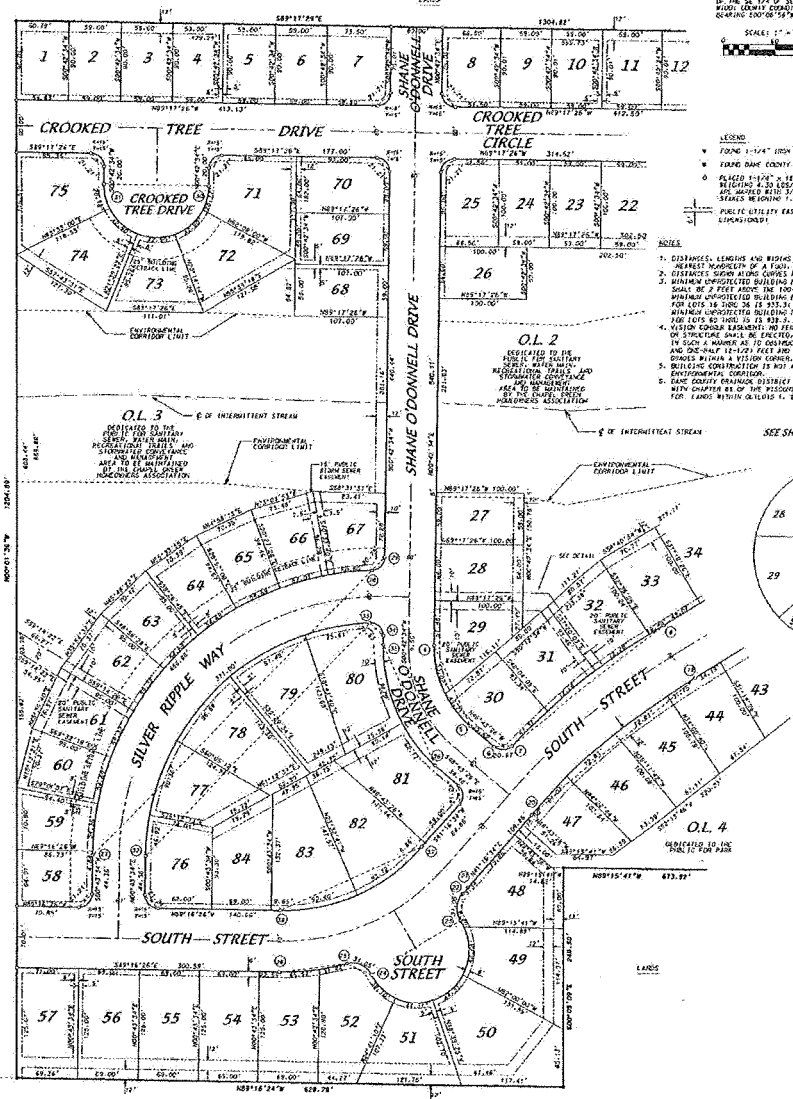


REARINGS REFERENCED TO THE EAST LINE OF THE SE 1/4 OF SECTION 24, T9N, R9E, DANE COUNTY, WISCONSIN, COORDINATE 1200605879

SCALE: 1" = 40'

- LEGEND**
- ▼ FOUND 1-1/4" (108" DIA)
 - FOUND DANE COUNTY A ULTIMUM AGREEMENT
 - PLACED 4-1/2" x 1-1/2" x 1-1/2" SOLE TO POUND HIGH STAKE BEING 4-1/2" x 1-1/2" x 1-1/2" ALL OTHER LOT CORNERS ARE MARKED WITH 1/4" x 1/8" SOLE TO POUND IRON STAKES WISCONSIN 1-50 LEVEL 17.
 - PUBLIC UTILITY EASEMENT 16' UNLESS OTHERWISE SPECIFIED

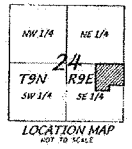
- NOTES**
1. DISTANCES, LENGTHS AND BEARS ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT.
 2. DISTANCES ALONG CURVES ARE CHORD LENGTHS.
 3. MINIMUM PROPOSED BUILDING FOOTPRINT OPENING ELEVATION SHALL BE 2 FEET ABOVE THE 100-YEAR FLOOD ELEVATION. MINIMUM PROPOSED BUILDING FOUNDATION OPENING ELEVATION FOR LOTS 16 THRU 26 IS 433.3.
 4. MINIMUM PROPOSED BUILDING FOUNDATION OPENING ELEVATION FOR LOTS 60 THRU 65 IS 433.3.
 5. WITHIN CURVE EASEMENTS AND ERECTION, WALL, FENCE, PLANTING OR STRUCTURE SHALL BE ERECTED, PLACED, PLANTED OR ALLOWED TO GROW TO SUCH A NUMBER AS TO OBSTRUCT VISION BETWEEN A POINT OF 100 AND 200 FEET TO THE CURVE AND THE 100 FEET POINT FROM THE CENTERLINE CURVES BY AT LEAST A 10 FOOT CLEARANCE.
 6. BUILDING CONSTRUCTION IS NOT ALLOWED WITHIN THE ENVIRONMENTAL CORRIDOR.
 7. LAND CERTIFICATE RECORDS, DISTRICT AND RIGHTS BY ACCORDANCE WITH CHAPTER 81 OF THE WISCONSIN ADMINISTRATIVE CODE FOR LANDS WITHIN DISTRICTS 1, 2 AND 3.



Revised this 1st day of January 2005
 Prepared this 1st day of May 2005
 Revised this 2nd day of June 2005
 Title Inscriptions was drafted by D'Onofrio, Kofner & Associates, Inc.
 (715) 485-1100

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stat. as provided by s. 236.12, Wis. Stat.

Certified JUNE 16, 2005
James H. Power
 Department of Administration



DEPARTMENT OF ADMINISTRATION

LOCATION MAP NOT TO SCALE
 SHEET 1 OF 3

VOL. 83-28-A PLATS PAGE 411

CHAPEL GREEN

LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 24, T9N, R9E,
VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN

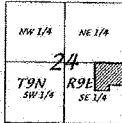


Revised this 1st day of February 2003
Revised this 31st day of May 2003
Revised this 2nd day of June 2003

There are no objections to this plat as prepared to a 2 1/4", 1 1/2", 2 1/2" and 2 1/2" (1) and (2), Wis. Stat. as provided by 235.12, Wis. Stat.

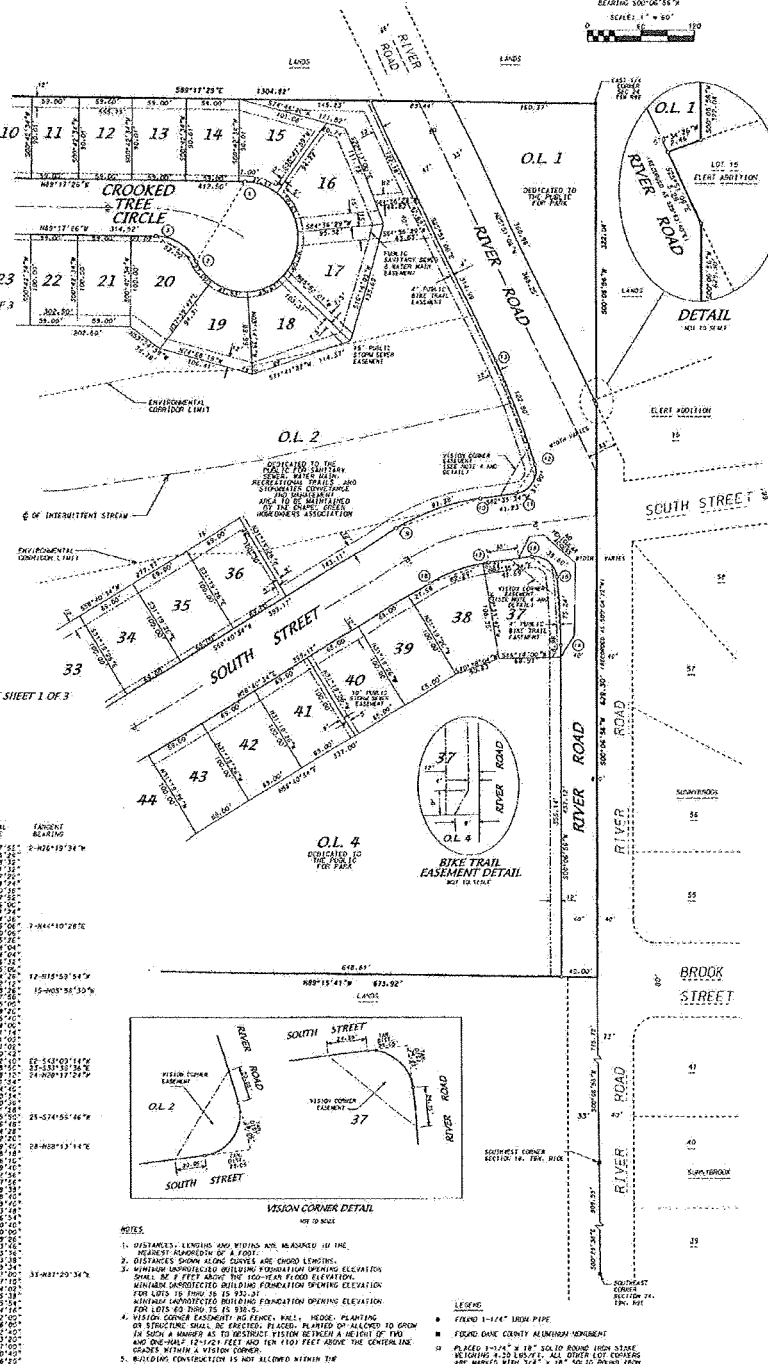
Ordinance JUNE 16, 2003

Russell Jones
Department of Administration



LOCATION MAP
NOT TO SCALE

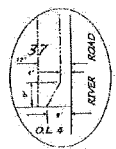
LOT NUMBER	AREA (SQ. FEET)	LOT NUMBER	AREA (SQ. FEET)
1	2,116	45	2,333
2	2,116	46	2,333
3	2,116	47	2,333
4	2,116	48	2,333
5	2,116	49	2,333
6	2,116	50	2,333
7	2,116	51	2,333
8	2,116	52	2,333
9	2,116	53	2,333
10	2,116	54	2,333
11	2,116	55	2,333
12	2,116	56	2,333
13	2,116	57	2,333
14	2,116	58	2,333
15	2,116	59	2,333
16	2,116	60	2,333
17	2,116	61	2,333
18	2,116	62	2,333
19	2,116	63	2,333
20	2,116	64	2,333
21	2,116	65	2,333
22	2,116	66	2,333
23	2,116	67	2,333
24	2,116	68	2,333
25	2,116	69	2,333
26	2,116	70	2,333
27	2,116	71	2,333
28	2,116	72	2,333
29	2,116	73	2,333
30	2,116	74	2,333
31	2,116	75	2,333
32	2,116	76	2,333
33	2,116	77	2,333
34	2,116	78	2,333
35	2,116	79	2,333
36	2,116	80	2,333
37	2,116	81	2,333
38	2,116	82	2,333
39	2,116	83	2,333
40	2,116	84	2,333
41	2,116	85	2,333
42	2,116	86	2,333
43	2,116	87	2,333
44	2,116	88	2,333
45	2,116	89	2,333
46	2,116	90	2,333
47	2,116	91	2,333
48	2,116	92	2,333
49	2,116	93	2,333
50	2,116	94	2,333
51	2,116	95	2,333
52	2,116	96	2,333
53	2,116	97	2,333
54	2,116	98	2,333
55	2,116	99	2,333
56	2,116	100	2,333



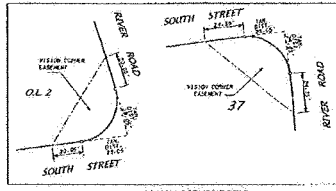
BEARINGS REFERENCED TO THE EAST LINE OF THE SE 1/4 OF SECTION 24, T9N, R9E, WISCONSIN COUNTY GOVERNMENT, 1717187
SCALE: 1" = 60'



DETAIL
NOT TO SCALE



DETAIL
NOT TO SCALE



VISION CORNER DETAIL
NOT TO SCALE

CURVE NUMBER	LOT	ARC LENGTH (FEET)	CHORD (FEET)	ARC BEARING	CHORD BEARING	SEWING ANGLE	TANGENT BEARING
1-2	15	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	16	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	17	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	18	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	19	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	20	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	21	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	22	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	23	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	24	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	25	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	26	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	27	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	28	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	29	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	30	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	31	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	32	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	33	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	34	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	35	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	36	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	37	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	38	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	39	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	40	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	41	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	42	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	43	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"
	44	60.00	97.17	37.18	371.14744°	242°27'05.1"	2-406°19'24.7"

- NOTES:
1. DISTANCES, LENGTHS AND WIDTHS ARE MEASURED TO THE NEAREST FRACTION OF A FOOT.
 2. DISTANCES SHOWN ALONG CURVES ARE CHORD LENGTHS.
 3. UNLIMITED UNRESTRICTED BUILDING FOUNDATION OPENING ELEVATION SHALL BE 2 FEET ABOVE THE 100-YEAR FLOOD ELEVATION.
 4. UNLIMITED UNRESTRICTED BUILDING FOUNDATION OPENING ELEVATION FOR LOTS 62-200 IS 25.935 S.
 5. UNLIMITED UNRESTRICTED BUILDING FOUNDATION OPENING ELEVATION FOR LOTS 62-200 IS 25.935 S.
 6. VISION CORNER EASEMENT AND FENCE, WALL, HEDGE, PLANTING OR STRUCTURE SHALL BE SETBACK, PLACED, PLANTED OR ALIGNED TO GROW IN SUCH A MANNER AS TO RESTRICT VISION BETWEEN A HEIGHT OF TWO AND ONE-HALF (2'-1 1/2') FEET AND TEN (10') FEET ABOVE THE GENERAL GRADE WITHIN A VISION CORNER.
 7. ALL CURVE EASEMENTS ARE NOT ACCEPTED WITHIN THE ENVIRONMENTAL CORRIDOR.
 8. DANE COUNTY EASEMENTS DISTRICT HAS REVIEWED THIS ACCORDANCE WITH CHAPTER 23 OF THE WISCONSIN ADMINISTRATIVE CODE FOR LOTS WITHIN OUTLOTS 1, 2 AND 3.

- LEGEND
- FLOOD 1'-1/4" IRON PIPE
 - FLOOD DANE COUNTY ALUMINUM MONUMENT
 - PLACED 1'-1/4" x 1/8" SOLID ROUND IRON STAKE
 - BEARING 4-20 SURVEY, ALL OTHER LOT CORNERS ARE MARKED WITH 3/4" x 1/8" SOLID ROUND IRON STAKES SETTING 1.50 HEIGHT
 - PUBLIC UTILITY EASEMENT, 16" UNDERGROUND DIMENSIONED

SHEET 2 OF 3

This instrument was drafted by D'Onofrio, Kettner & Associates, Inc. File #4-01-106

VOL. R-0248 PLATS PAGE 343

CHAPEL GREEN

LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 24, T9N, R9E,
VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Wayne D. Borzness, Registered Land Surveyor, S-1561, do hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of DeForest, and under the direction of the Board of DeForest, I have surveyed, divided and marked "Chapel Green" and that such plot is hereinafter described as follows: The subdivision of the land surveyed and is located in the NE 1/4 of the SE 1/4 of Section 24, T9N, R9E, Village of DeForest, Dane County, Wisconsin, to-wit: Beginning at the east corner of said Section 24; thence S00°00'55"W, 392.04 feet; thence S10°34'22"W, 416.82 feet; thence S23°51'55"E, 542.29 feet; thence S00°00'55"W, 629.30 feet; thence N85°15'17"W, 673.82 feet; thence S00°00'55"E, 748.50 feet; thence N01°12'24"W, 826.72 feet; thence N01°12'24"W, 1,204.19 feet; thence S89°17'29"E, 1,204.82 feet to the point of beginning. Containing 32.21 acres.

Dated this 31st day of January, 2005.
Revised this 1st day of February, 2005.
Revised this 1st day of May, 2005.
Revised this 2nd day of June, 2005.

Wayne D. Borzness
Wayne D. Borzness, Registered Land Surveyor, S-1561



PROPERTY OWNER/DEVELOPER:
CHAPEL GREEN, LLC
6801 South Towne Drive
Madison WI 53713
Total land area: 32.21 acres

OWNER'S CERTIFICATE

Chapel Green, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Limited Liability Company owns the lands described on this plat to be surveyed, divided, marked and dedicated as represented on this plat, Chapel Green, LLC, does hereby certify that this plat is required by Section 236.10 or Section 236.12, Wisconsin Statutes, to be submitted to the following listed agencies for approval or objection:

Department of Administration
Village Board, Village of DeForest
Dane County Zoning and Land Regulation Committee

IN WITNESS WHEREOF, said Chapel Green, LLC has caused these 27th presents to be signed by said Owners of Madison, Wisconsin, this 27th day of June, 2005.

CHAPEL GREEN, LLC
BY: VERIBIAN DEVELOPMENT, LLC SILENT MEMBER OF CHAPEL GREEN, LLC

Donald A. Y. Esposito, Jr.
DONALD A. Y. ESPOSITO, JR.
MEMORANT SECRETARY

STATE OF WISCONSIN
COUNTY OF DANE

I, Steve Folman, being duly sworn before me this 27th day of June, 2005, the above named Limited Liability Company, officers and known to be the persons who executed the foregoing instrument and acknowledged the same.

My commission expires 2/25/07 *Steve Folman*
Steve Folman, Dane County, Wisconsin
GAIL FOLTMAN



VILLAGE BOARD RESOLUTION

Resolved that the Plot of Chapel Green, being a subdivision in the NE 1/4 of the SE 1/4 of Section 24, T9N, R9E, Village of DeForest, Dane County, Wisconsin, having been approved by the Village Board, be and the same is hereby approved and that said resolution further provided for the acceptance of those roads and utility easements by said Chapel Green to the Village of DeForest for public use. I, Steve Folman, do hereby certify that I am the duly appointed, qualified and acting Village Clerk of the Village of DeForest, and that this Plat was approved by the Village Board of the Village of DeForest, Dane County, Wisconsin and further certify that the conditions of said approval were satisfied on the 27th day of June, 2005.

Steve Folman
Steve Folman, Clerk, Village of DeForest

VILLAGE TREASURER'S CERTIFICATE

I, Steve Folman, being the duly appointed, qualified, and acting Finance Director of the Village of DeForest, do hereby certify that in accordance with the records in my office, there are no unpaid taxes, unpaid fees or unpaid special assessments on or this 27th day of June, 2005, affecting the land included in "CHAPEL GREEN."

Steve Folman
Steve Folman, Finance Director, Village of DeForest

COUNTY TREASURER'S CERTIFICATE

I, David M. Cowan, being the duly elected, qualified, and acting Treasurer of the County of Dane, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments on or this 27th day of June, 2005, affecting the lands included in "CHAPEL GREEN."

David M. Cowan
David M. Cowan, Treasurer, Dane County, Wisconsin

REGISTER OF DEEDS CERTIFICATE

Received for recording this 15th day of August, 2005, of 1,576 acres, and recorded in Volume 58-08746 of plats on Pages 431-433 of Document Number 4094584.

John Licht
John Licht, Dane County Register of Deeds

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified JUNE 16, 2005
Russ M. Pong
Department of Administration

DEPARTMENT OF ADMINISTRATION

VOL 58-08746 PLATS PAGE 433

Exhibit "B"
Parcel Numbers

Lots 1-84
Plat Chapel Green
Village of DeForest, Dane County, Wisconsin

PIN#	LOT#	ADDRESS
0909-244-0001-1	1	948 Crooked Tree Drive
0909-244-0012-1	2	946 Crooked Tree Drive
0909-244-0023-1	3	944 Crooked Tree Drive
0909-244-0034-1	4	942 Crooked Tree Drive
0909-244-0045-1	5	940 Crooked Tree Drive
0909-244-0056-1	6	938 Crooked Tree Drive
0909-244-0067-1	7	936 Crooked Tree Drive
0909-244-0078-1	8	934 Crooked Tree Drive
0909-244-0098-1	9	932 Crooked Tree Drive
0909-244-0100-1	10	930 Crooked Tree Drive
0909-244-1111-1	11	928 Crooked Tree Drive
0909-244-0122-1	12	926 Crooked Tree Drive
0909-244-0133-1	13	924 Crooked Tree Drive
0909-244-0144-1	14	922 Crooked Tree Drive
0909-244-0155-1	15	920 Crooked Tree Drive
0909-244-0166-1	16	918 Crooked Tree Drive
0909-244-0177-1	17	921 Crooked Tree Drive
0909-244-0188-1	18	923 Crooked Tree Drive
0909-244-0199-1	19	925 Crooked Tree Drive
0909-244-0210-1	20	927 Crooked Tree Drive
0909-244-0221-1	21	929 Crooked Tree Drive
0909-244-0232-1	22	931 Crooked Tree Drive
0909-244-0243-1	23	933 Crooked Tree Drive
0909-244-0254-1	24	935 Crooked Tree Drive
0909-244-0265-1	25	937 Crooked Tree Drive / 501 Shane O'Donnell Drive
0909-244-0276-1	26	503 Shane O'Donnell Drive
0909-244-0287-1	27	507 Shane O'Donnell Drive
0909-244-0298-1	28	509 Shane O'Donnell Drive
0909-244-0309-1	29	511 Shane O'Donnell Drive
0909-244-0320-1	30	934 South Street
0909-244-0331-1	31	932 South Street
0909-244-0342-1	32	930 South Street
0909-244-0353-1	33	928 South Street
0909-244-0364-1	34	926 South Street
0909-244-0375-1	35	924 South Street
0909-244-0386-1	36	922 South Street
0909-244-0397-1	37	913 South Street
0909-244-0408-1	38	915 South Street
0909-244-0409-1	39	917 South Street
0909-244-0430-1	40	919 South Street
0909-244-0441-1	41	921 South Street
0909-244-0452-1	42	923 South Street

0909-244-0463-1	43	925 South Street
0909-244-0474-1	44	927 South Street
0909-244-0485-1	45	929 South Street
0909-244-0496-1	46	931 South Street
0909-244-0507-1	47	933 South Street
0909-244-0518-1	48	937 South Street
0909-244-0529-1	49	939 South Street
0909-244-0540-1	50	941 South Street
0909-244-0551-1	51	943 South Street
0909-244-0562-1	52	945 South Street
0909-244-0573-1	53	947 South Street
0909-244-0584-1	54	949 South Street
0909-244-0595-1	55	951 South Street
0909-244-0606-1	56	953 South Street
0909-244-0617-1	57	955 South Street
0909-244-0628-1	58	946 South Street / 954 Silver Ripple Way
0909-244-0639-1	59	952 Silver Ripple Way
0909-244-0650-1	60	950 Silver Ripple Way
0909-244-0661-1	61	948 Silver Ripple Way
0909-244-0672-1	62	946 Silver Ripple Way
0909-244-0683-1	63	944 Silver Ripple Way
0909-244-0694-1	64	942 Silver Ripple Way
0909-244-0705-1	65	940 Silver Ripple Way
0909-244-0716-1	66	938 Silver Ripple Way
0909-244-0727-1	67	936 Silver Ripple Way
0909-244-0738-1	68	506 Shane O'Donnell Drive
0909-244-0749-1	69	504 Shane O'Donnell Drive
0909-244-0760-1	70	939 Crooked Tree Drive / 502 Shane O'Donnell Drive
0909-244-0771-1	71	941 Crooked Tree Drive
0909-244-0782-1	72	943 Crooked Tree Drive
0909-244-0793-1	73	945 Crooked Tree Drive
0909-244-0804-1	74	947 Crooked Tree Drive
0909-244-0815-1	75	949 Crooked Tree Drive
0909-244-0826-1	76	947 Silver Ripple Way / 944 South Street
0909-244-0837-1	77	945 Silver Ripple Way
0909-244-0848-1	78	943 Silver Ripple Way
0909-244-0859-1	79	941 Silver Ripple Way
0909-244-0870-1	80	939 Silver Ripple Way
0909-244-0881-1	81	936 South Street
0909-244-0892-1	82	938 South Street
0909-244-0903-1	83	940 South Street
0909-244-0914-1	84	942 South Street
0909-244-0950-1	Outlot 1	
0909-244-0975-1	Outlot 2	
0909-244-1000-1	Outlot 3	
0909-244-1025-1	Outlot 4	

Exhibit "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
1-84	300	425

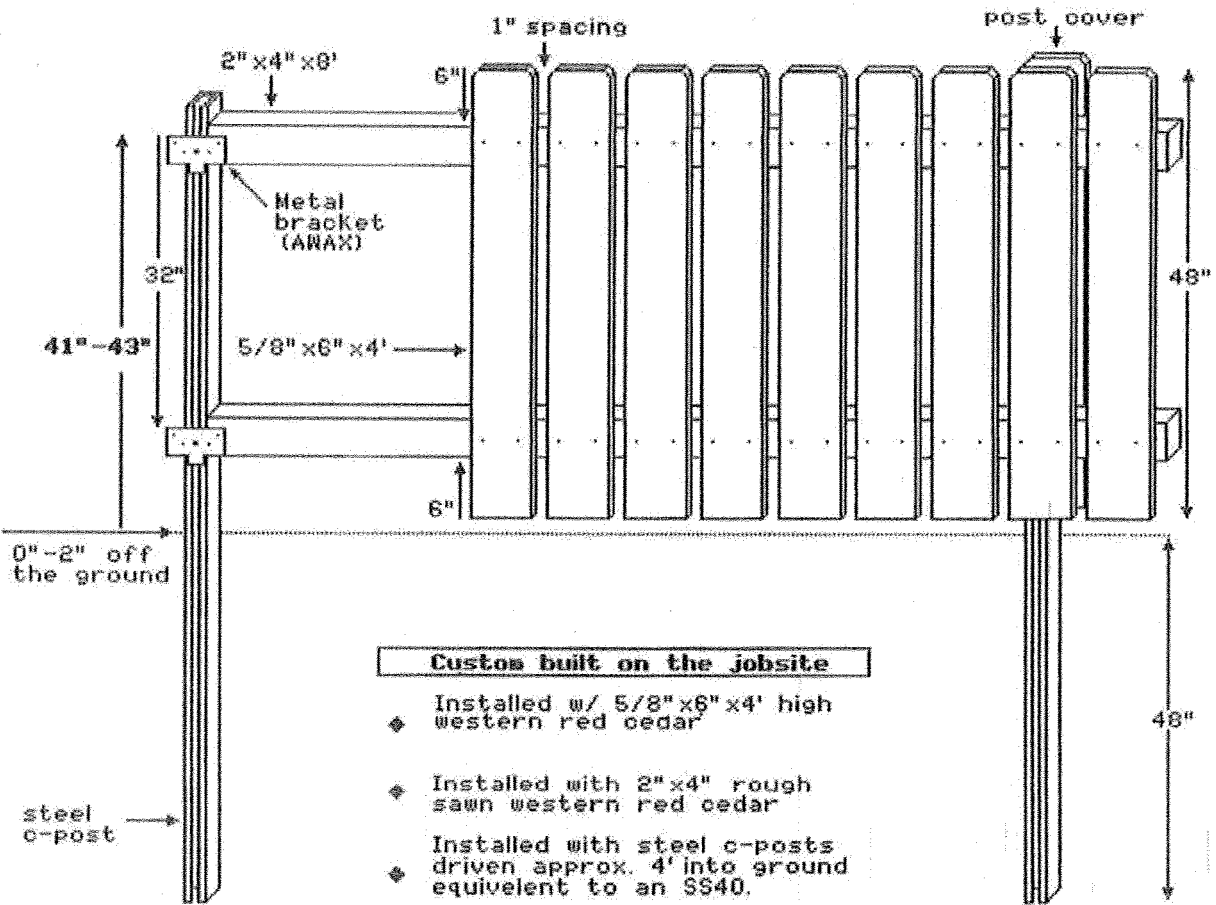
EXHIBIT "D"
Landscaping Elements

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

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

EXHIBIT E-1

4' HIGH 1" SPACED 1" X 6" DOG-EARED FENCE USING WESTERN RED CEDAR



Custom built on the jobsite

- ◆ Installed w/ 5/8"x6"x4' high western red cedar
- ◆ Installed with 2"x4" rough sawn western red cedar
- ◆ Installed with steel c-posts driven approx. 4' into ground equivalent to an SS40.
- ◆ Installed with metal brackets (awax) that attach to post and screw into stringers
- ◆ Decorative Maxima hinges and lockable Maxima latches

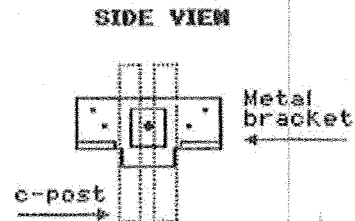
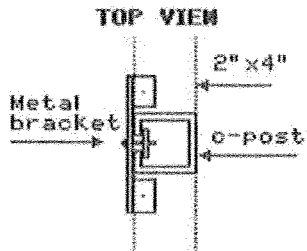
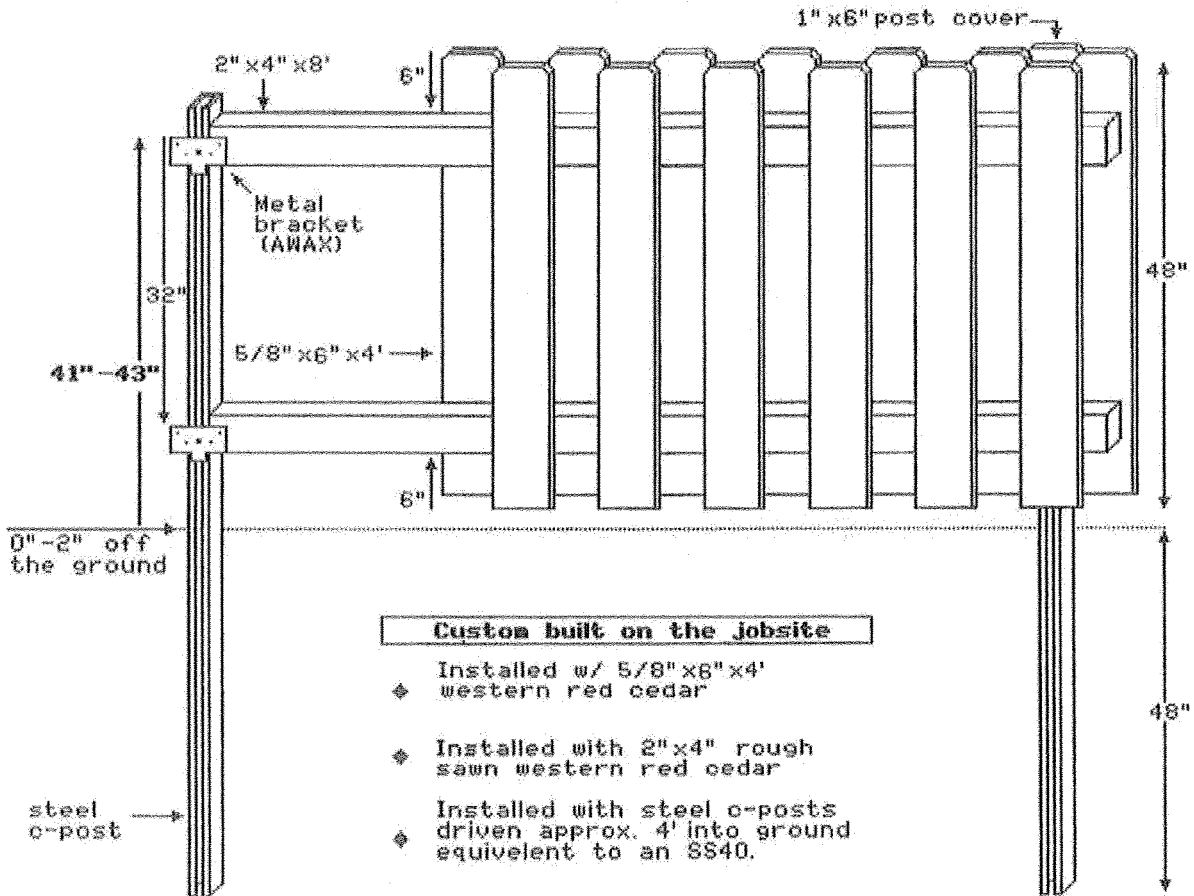


Exhibit E1

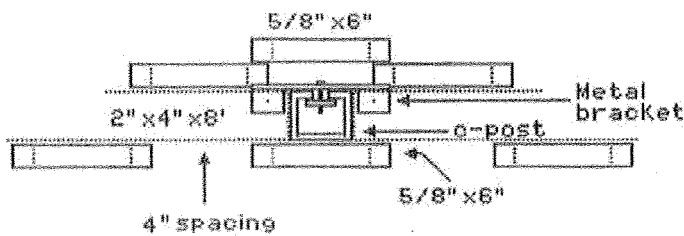
EXHIBIT E-2

4' HIGH WOOD BOARD ON BOARD DOG-EARED USING WESTERN RED CEDAR



- Custom built on the jobsite**
- ◆ Installed w/ 5/8" x 6" x 4' western red cedar
 - ◆ Installed with 2" x 4" rough sawn western red cedar
 - ◆ Installed with steel c-posts driven approx. 4' into ground equivalent to an SS40.
 - ◆ Installed with metal brackets (awax) that attach to post and screw into stringers
 - ◆ Decorative Maxima hinges and lockable Maxima latches

TOP VIEW



SIDE VIEW

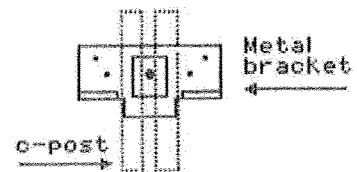
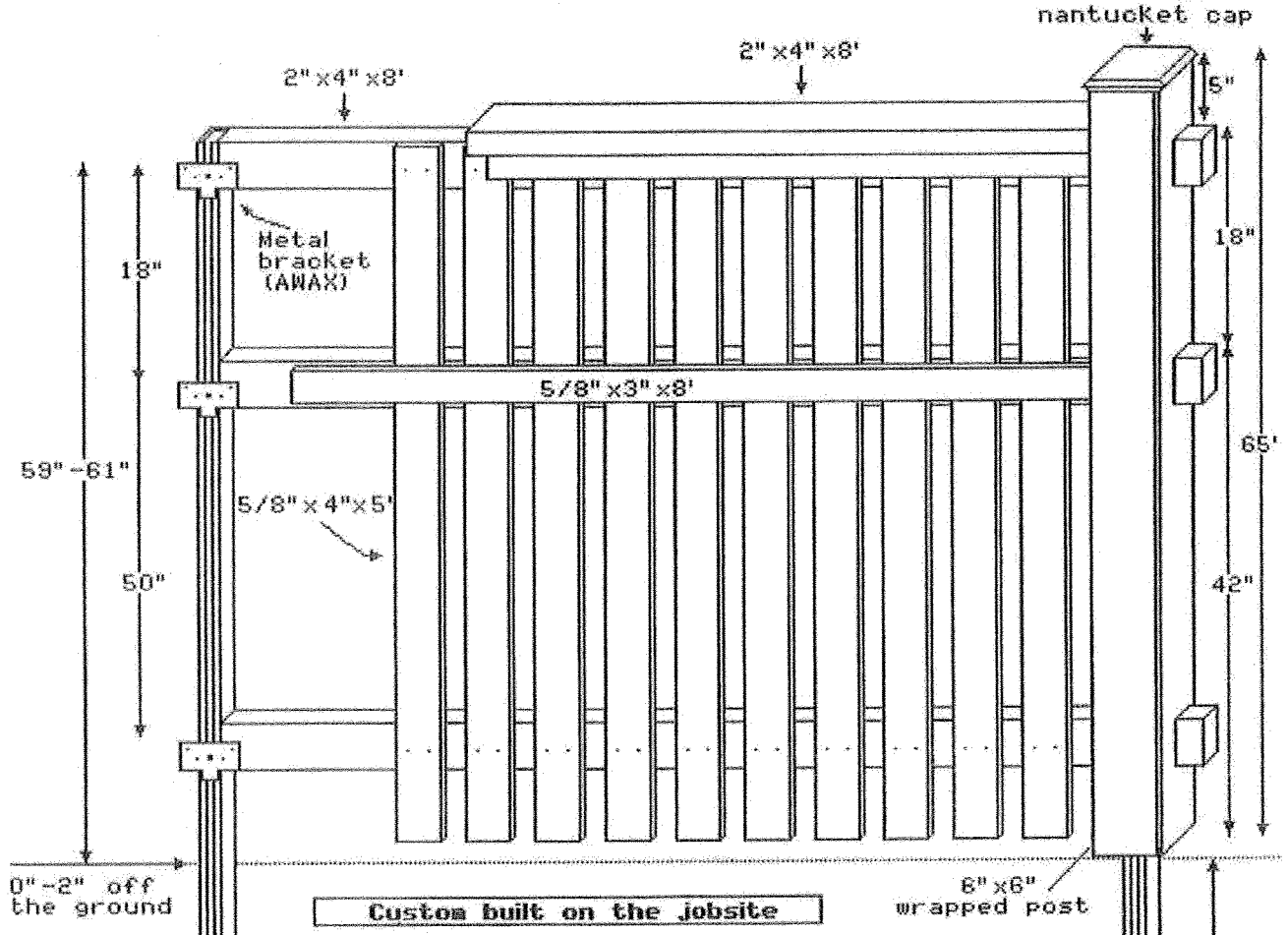


Exhibit E2

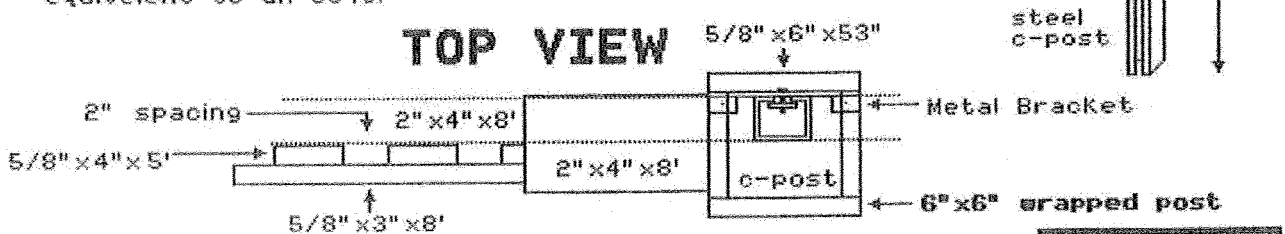
EXHIBIT E-3 / Type II Board

5' HIGH 1X4 PICKET WITH A 2" SPACE W/ WRAPPED POSTS AND NANTUCKET CAPS TOPPER BOARD - TOP TRIM - MIDDLE TRIM



- ◆ Installed w/ 5/8" x 4" x 5' 5/8" x 6" x 5' & 5/8" x 3" x 8' western red cedar.
- ◆ Installed with 2" x 4" rough sawn western red cedar
- ◆ Installed with steel c-posts driven approx. 4' into ground equivalent to an SS40.
- ◆ Installed with metal brackets (awax) that attach to post and screw into stringers
- ◆ Installed with decorative nantucket post caps to fit 6" x 6" wrapped posts.

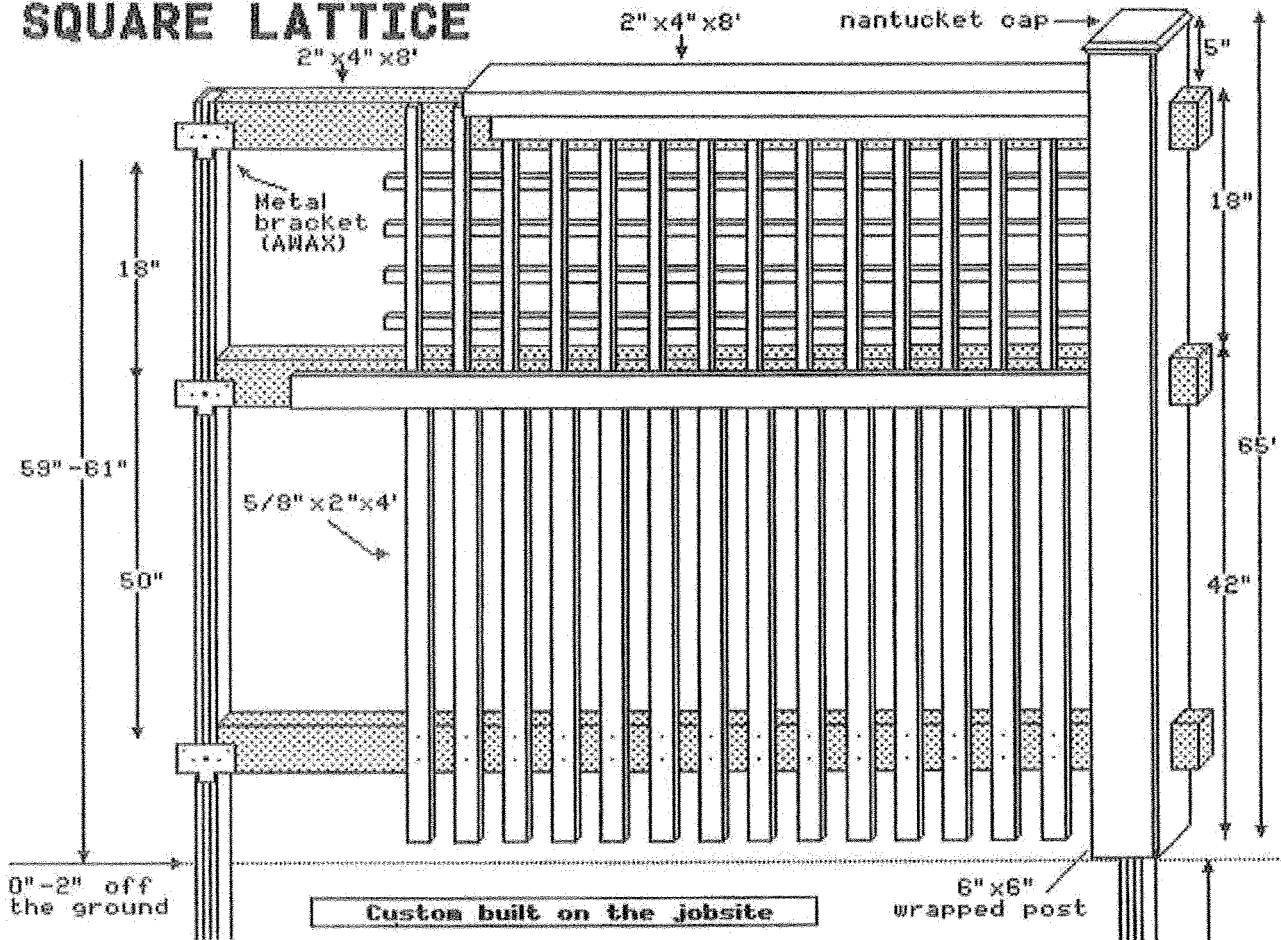
TOP VIEW



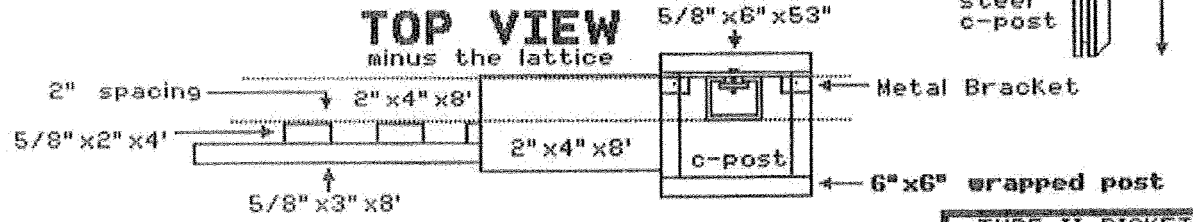
TYPE II BOARD

EXHIBIT E-3 / Type II Picket

5' HIGH 1X2 PICKET WITH A 2" SPACE W/ WRAPPED POSTS AND NANTUCKET CAPS TOPPER BOARD - TOP TRIM - MIDDLE TRIM SQUARE LATTICE



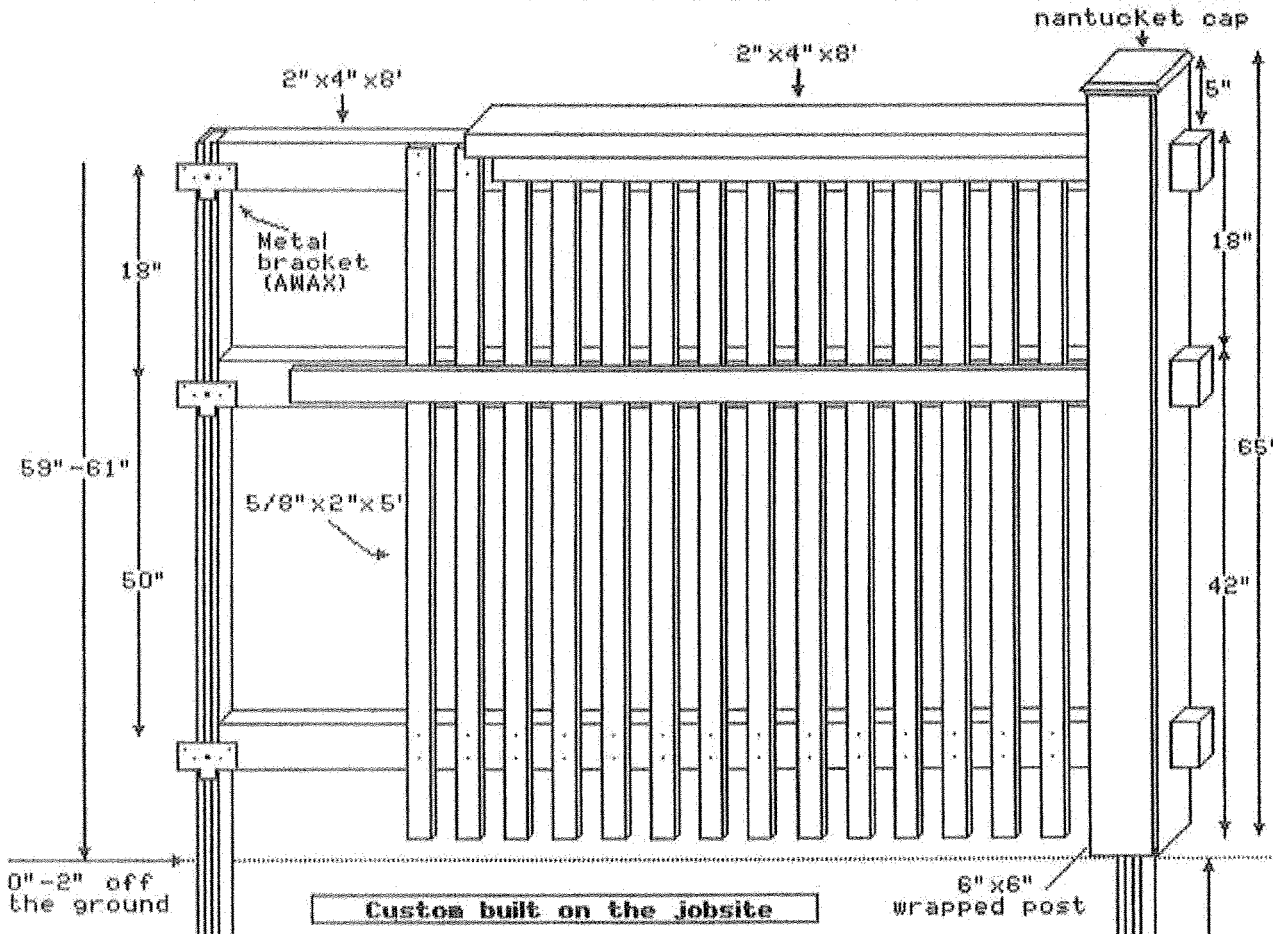
- ◆ Installed w/ 5/8" x 2" x 4' 5/8" x 6" x 5' & 5/8" x 3" x 8' western red cedar.
- ◆ Installed with 2" x 4" rough sawn western red cedar
- ◆ Installed with steel c-posts driven approx. 4' into ground equivalent to an SS40.
- ◆ Installed with metal brackets (AWAX) that attach to post and screw into stringers
- ◆ Installed with decorative nantucket post caps to fit 6" x 6" wrapped posts.
- ◆ Lattice will be 1" x 5/8" strips with 2 3/4" squares.



TYPE II PICKET

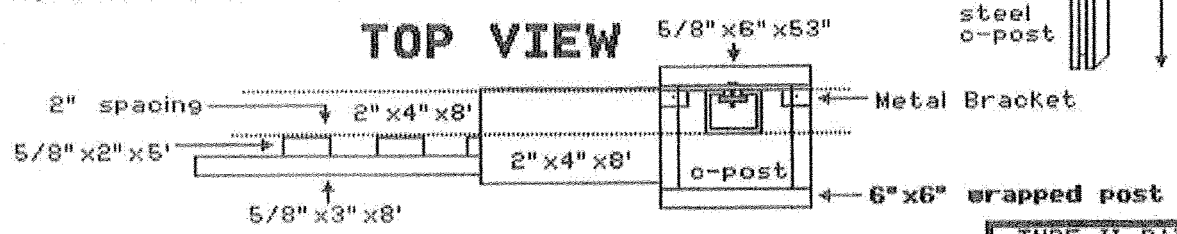
EXHIBIT E-3 / Type II Rail

5' HIGH 1X2 PICKET WITH A 2" SPACE W/ WRAPPED POSTS AND NANTUCKET CAPS TOPPER BOARD - TOP TRIM - MIDDLE TRIM



- ◆ Installed w/ 5/8" x 2" x 5' 5/8" x 6" x 5' & 5/8" x 3" x 8' western red cedar.
- ◆ Installed with 2" x 4" rough sawn western red cedar
- ◆ Installed with steel c-posts driven approx. 4' into ground equivalent to an SS40.
- ◆ Installed with metal brackets (awax) that attach to post and screw into stringers
- ◆ Installed with decorative nantucket post caps to fit 6" x 6" wrapped posts.

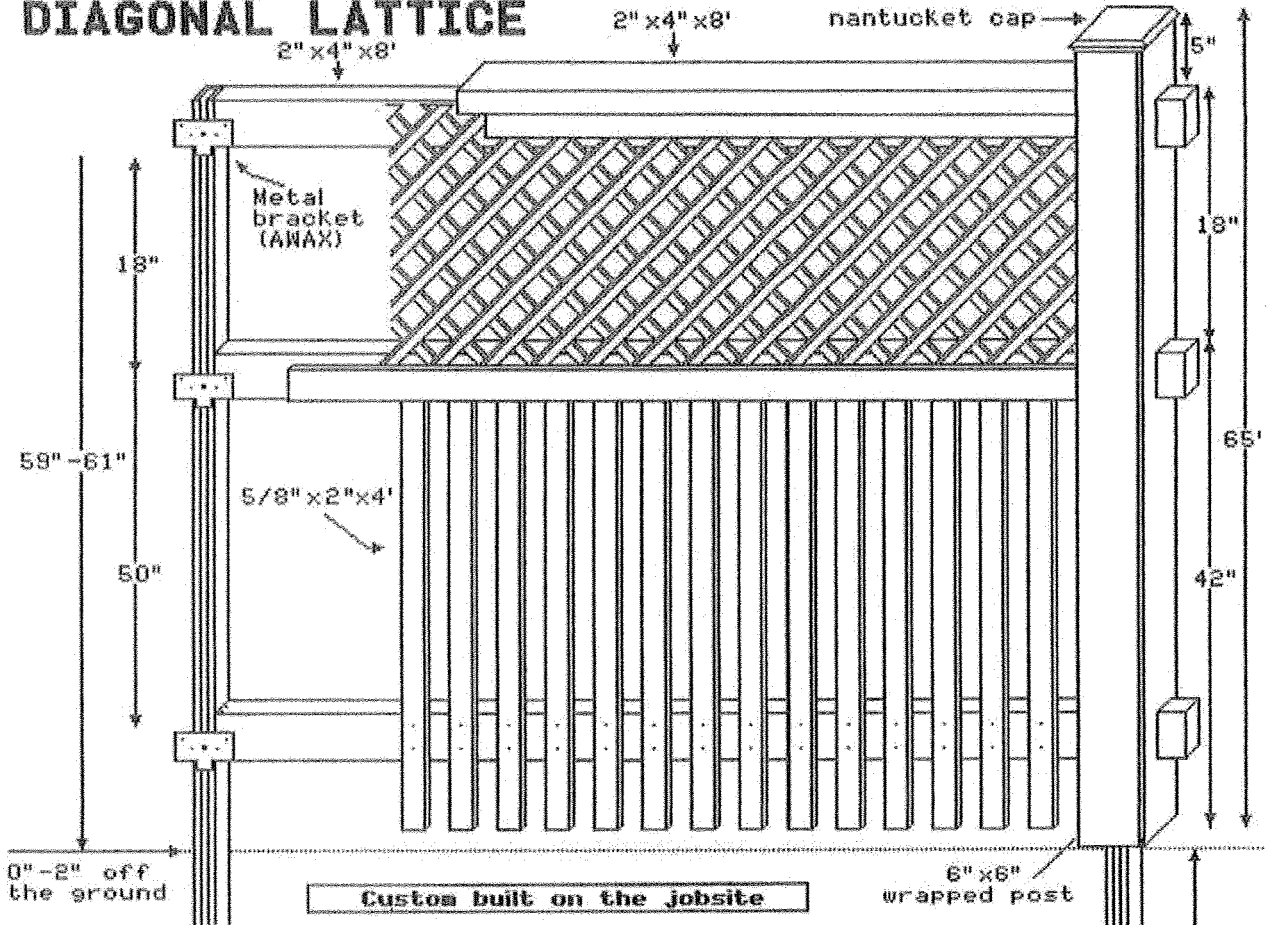
TOP VIEW



TYPE II RAIL

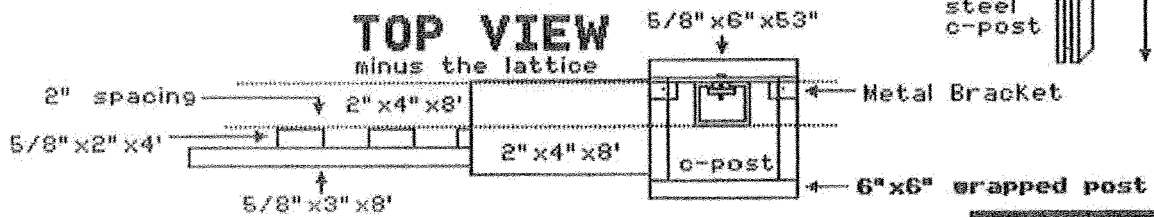
EXHIBIT E-3 / Type II Stick

5' HIGH 1X2 PICKET WITH A 2" SPACE W/ WRAPPED POSTS AND NANTUCKET CAPS TOPPER BOARD - TOP TRIM - MIDDLE TRIM DIAGONAL LATTICE



- ◆ Installed w/ 5/8"x2"x4' 5/8"x6"x5' & 5/8"x3"x8' western red cedar.
- ◆ Installed with 2"x4" rough sawn western red cedar
- ◆ Installed with steel c-posts driven approx. 4' into ground equivalent to an SS40.

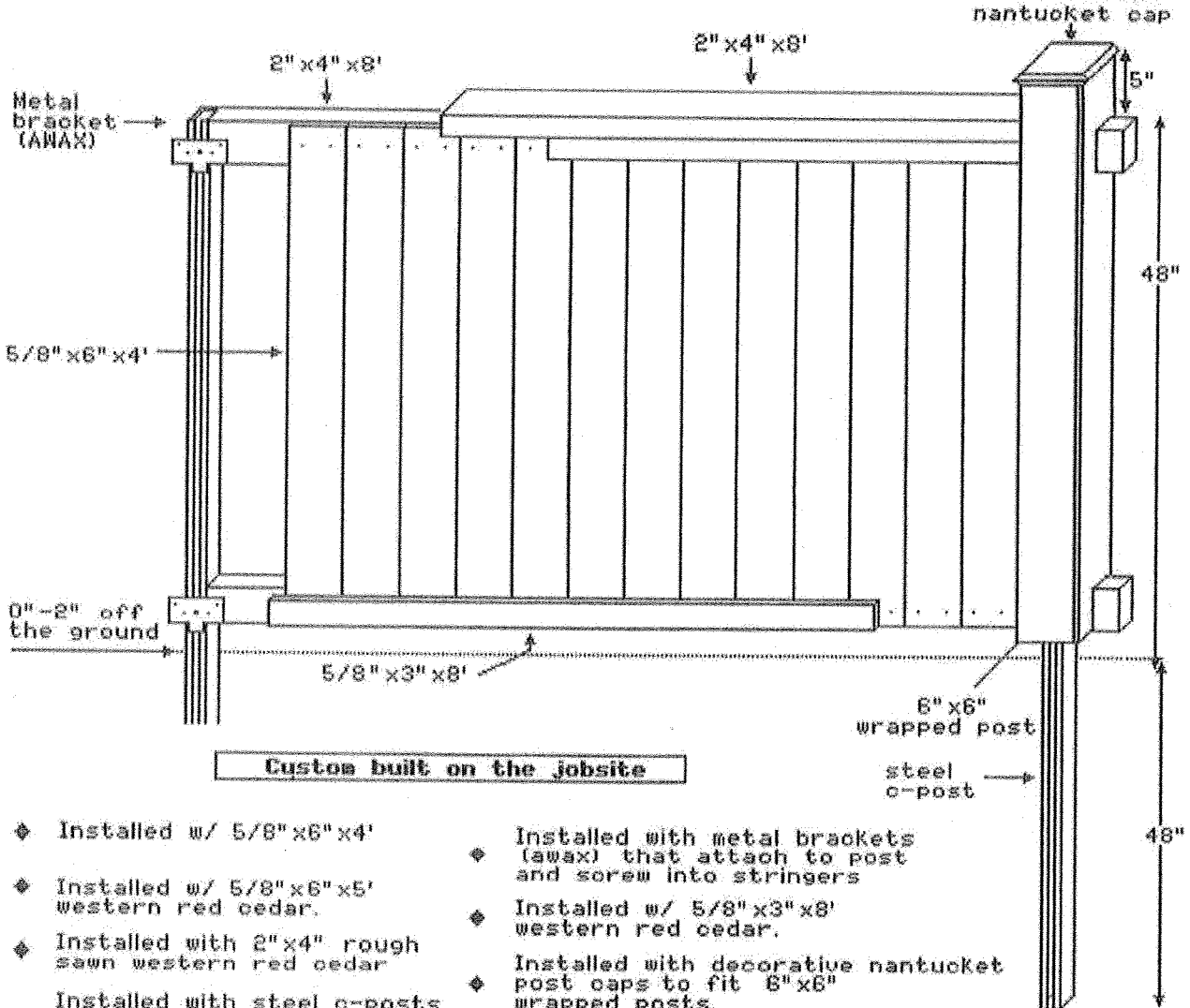
- ◆ Installed with metal brackets (AWAX) that attach to post and screw into stringers
- ◆ Installed with decorative nantucket post caps to fit 6"x6" wrapped posts.
- ◆ Lattice will be 1 1/2" x 1/4" strips with 2 1/2" squares.



TYPE II STICK

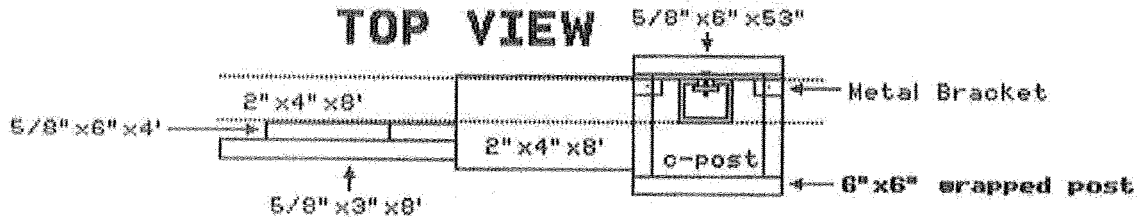
EXHIBIT E-4

4' HIGH SOLID WOOD PRAIRIE 1"X6" W/ WRAPPED POSTS AND NANTUCKET CAPS TOPPER BOARD - TOP TRIM - BOTTOM TRIM



- ◆ Installed w/ 5/8" x 6" x 4'
- ◆ Installed with metal brackets (awax) that attach to post and screw into stringers
- ◆ Installed w/ 5/8" x 6" x 5' western red cedar.
- ◆ Installed w/ 5/8" x 3" x 8' western red cedar.
- ◆ Installed with 2" x 4" rough sawn western red cedar
- ◆ Installed with decorative nantucket post caps to fit 6" x 6" wrapped posts.
- ◆ Installed with steel c-posts driven approx. 4' into ground equivalent to an SS40.

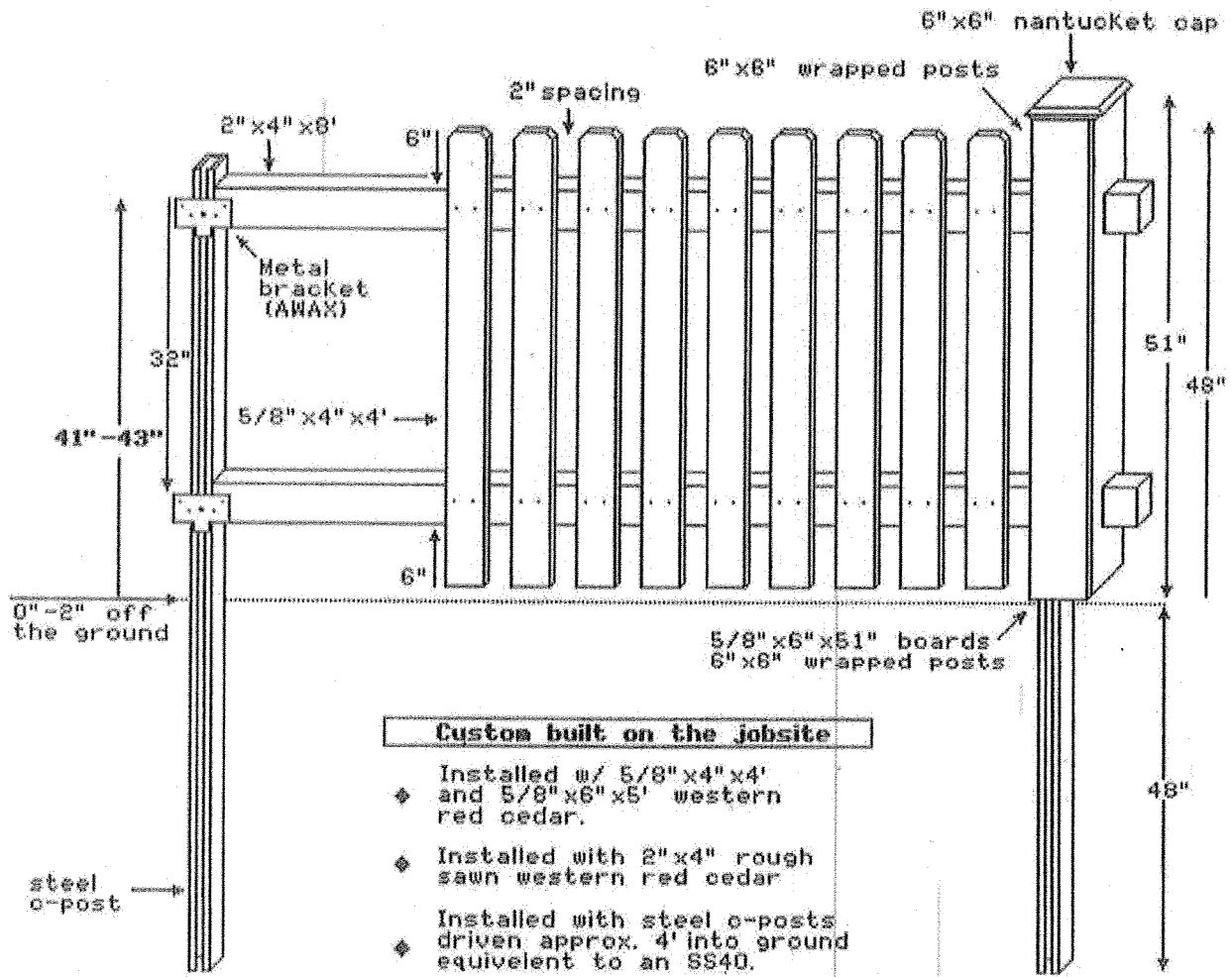
TOP VIEW



4' PRAIRIE W/ WRAPPED POSTS

EXHIBIT E-5 / Type I Board

4' HIGH WOOD SPACED PICKET DOG-EARED W/ WRAPPED POSTS AND NANTUCKET CAPS

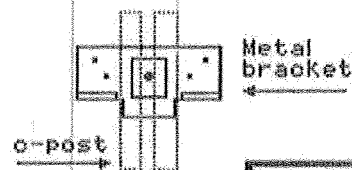
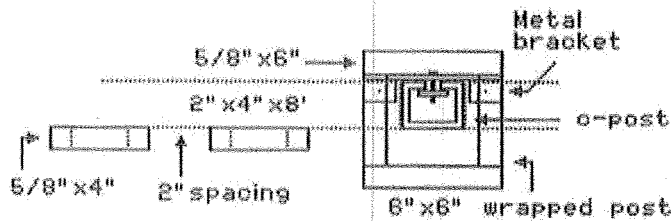


Custom built on the jobsite

- ◆ Installed w/ 5/8" x 4" x 4' and 5/8" x 6" x 5' western red cedar.
- ◆ Installed with 2" x 4" rough sawn western red cedar
- ◆ Installed with steel o-posts driven approx. 4' into ground equivalent to an SS40.
- ◆ Installed with metal brackets (awax) that attach to post and screw into stringers
- ◆ Decorative Maxima hinges and lockable Maxima latches

TOP VIEW

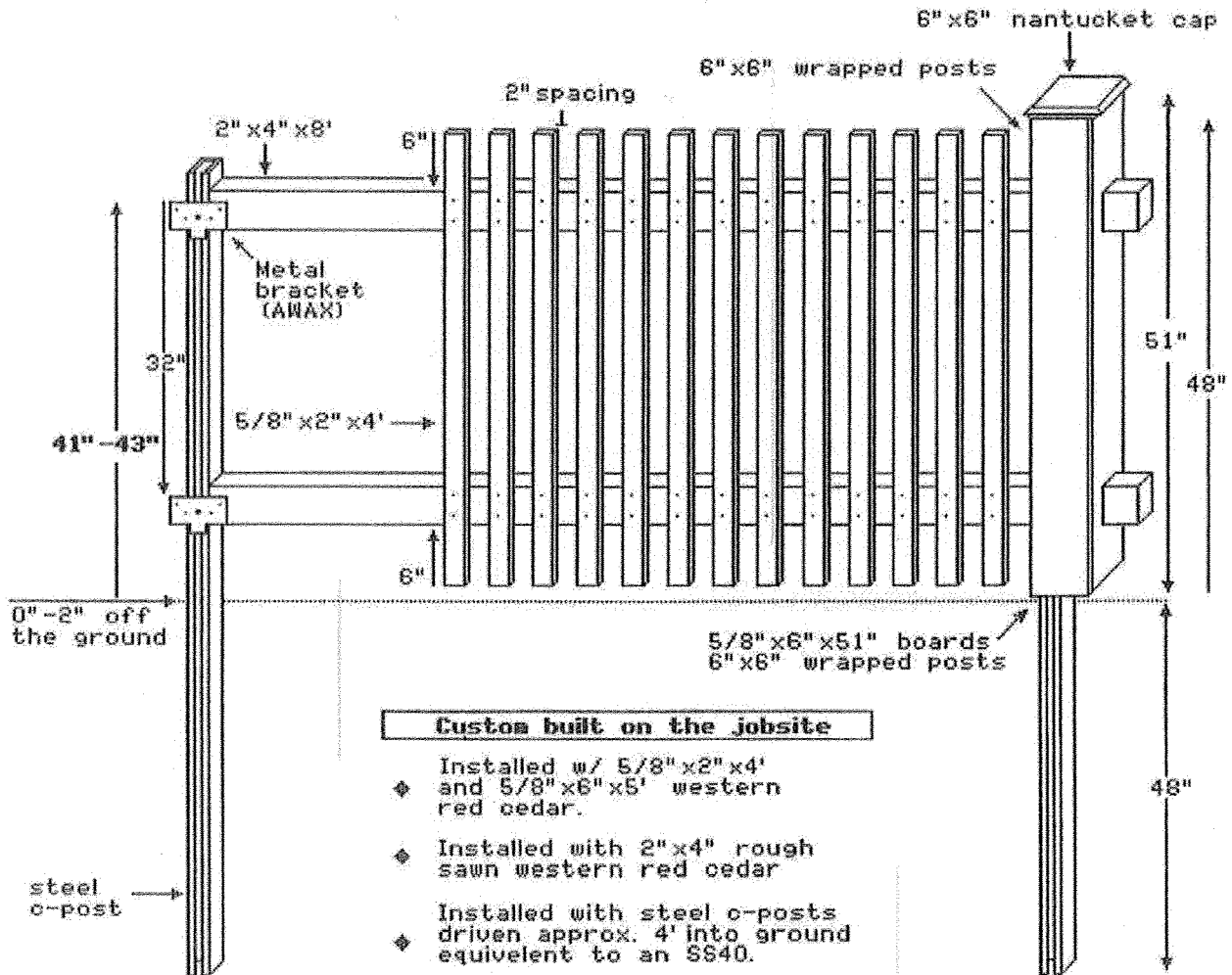
SIDE VIEW



TYPE 1 BOARD

EXHIBIT E-6 / Type I Stick

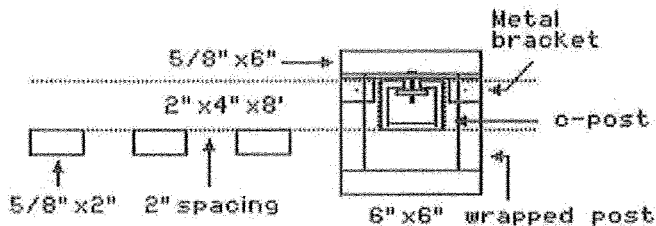
4' WOOD 2" SPACED PICKET 1" X 2" X 4' W/ WRAPPED POSTS AND NANTUCKET CAPS



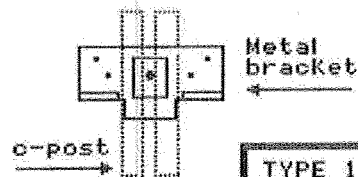
Custom built on the jobsite

- ◆ Installed w/ 5/8" x 2" x 4' and 5/8" x 6" x 5' western red cedar.
- ◆ Installed with 2" x 4" rough sawn western red cedar
- ◆ Installed with steel c-posts driven approx. 4' into ground equivalent to an SS40.
- ◆ Installed with metal brackets (awax) that attach to post and screw into stringers
- ◆ Decorative Maxima hinges and lockable Maxima latches

TOP VIEW



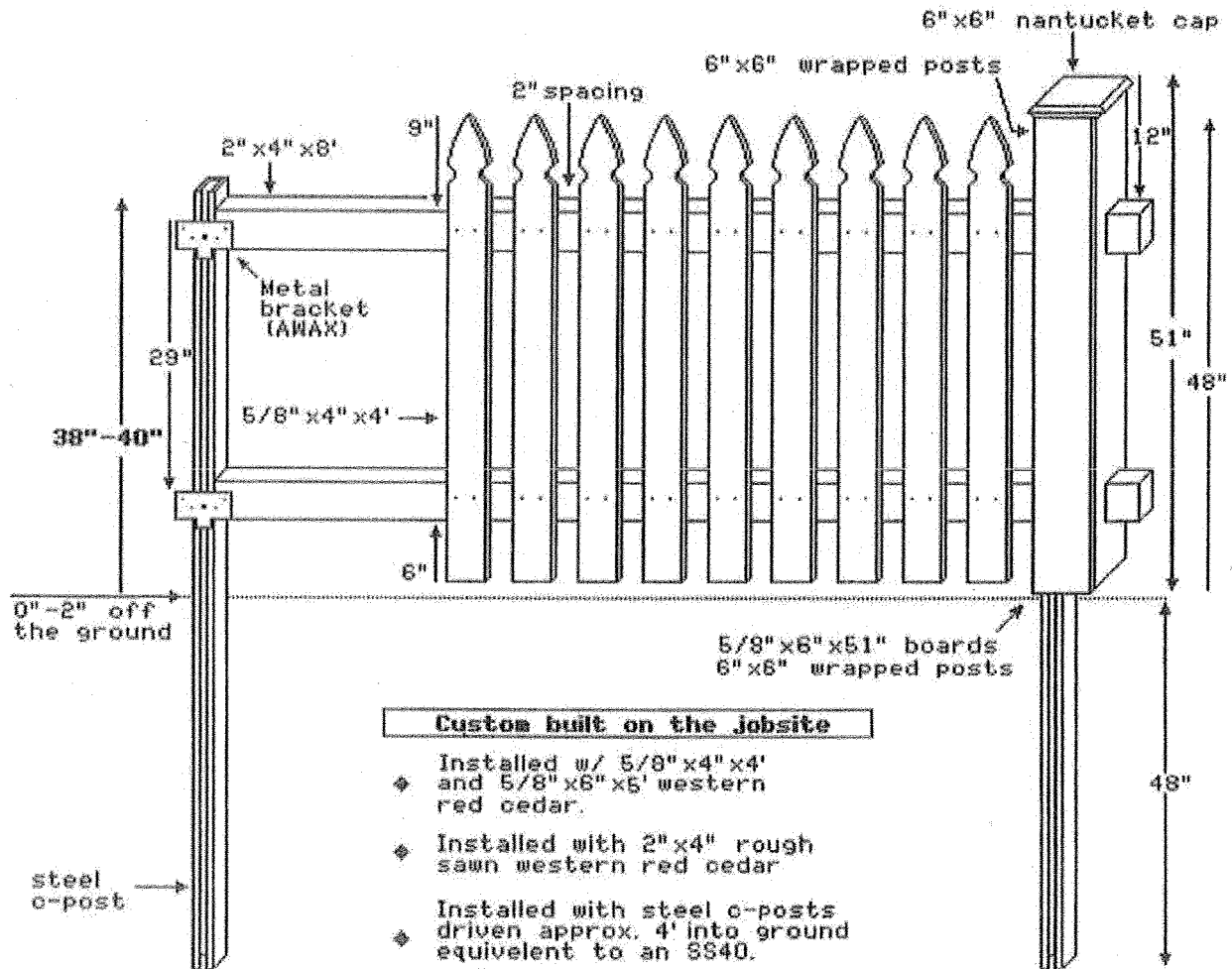
SIDE VIEW



TYPE 1 STICK

EXHIBIT E-7 / Type I Picket

4' HIGH WOOD SPACED PICKET FRENCH GOTHIC W/ WRAPPED POSTS AND NANTUCKET CAPS

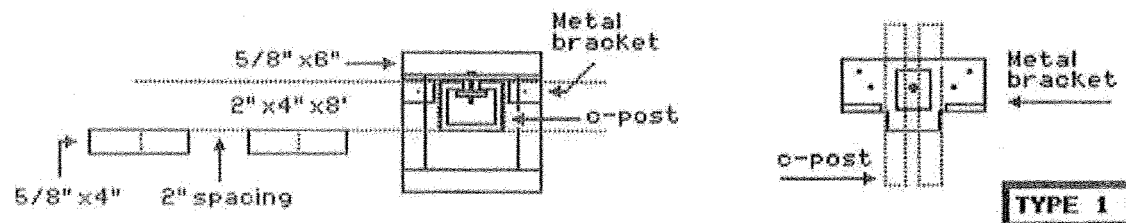


Custom built on the jobsite

- ◆ Installed w/ 5/8"x4"x4' and 5/8"x6"x5' western red cedar.
- ◆ Installed with 2"x4" rough sawn western red cedar
- ◆ Installed with steel c-posts driven approx. 4' into ground equivalent to an SS40.
- ◆ Installed with metal brackets (awax) that attach to post and screw into stringers
- ◆ Decorative Maxima hinges and lockable Maxima latches

TOP VIEW

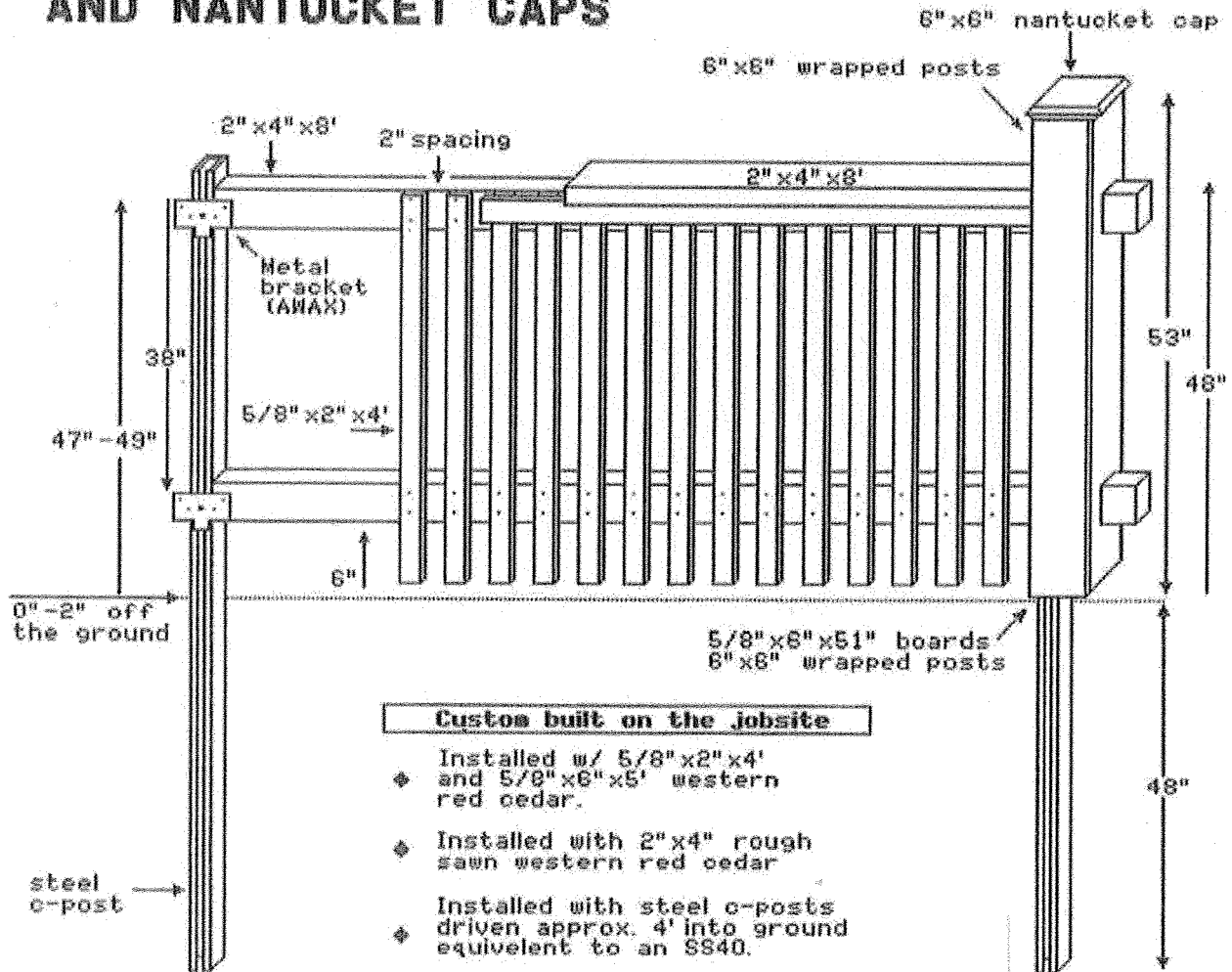
SIDE VIEW



TYPE 1 PICKET

EXHIBIT E-8 / Type I Rail

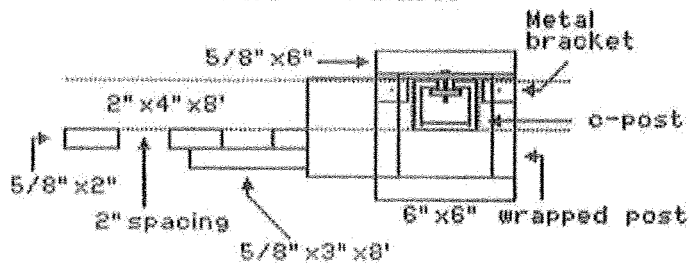
4' WOOD 2" SPACED PICKET 1" X 2" X 4' W/ WRAPPED POSTS, TOPPER, TOP TRIM AND NANTUCKET CAPS



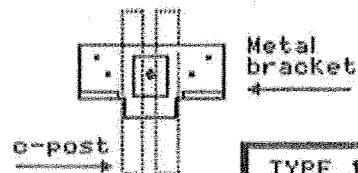
Custom built on the jobsite

- ◆ Installed w/ 5/8" x 2" x 4' and 5/8" x 6" x 5' western red cedar.
- ◆ Installed with 2" x 4" rough sawn western red cedar
- ◆ Installed with steel c-posts driven approx. 4' into ground equivalent to an SS40.
- ◆ Installed with metal brackets (awax) that attach to post and screw into stringers
- ◆ Decorative Maxima hinges and lockable Maxima latches

TOP VIEW



SIDE VIEW



TYPE I RAIL

EXHIBIT F
ARCHITECTURAL REVIEW APPLICATION

1. Owner(s): _____
2. Property Address: _____
3. Mailing Address (if different): _____
4. Lot # / Neighborhood: _____
5. Contact Number: _____
6. Email Address: _____
7. General description of alterations being submitted:

8. Estimated starting date: _____
9. Estimated completion date: _____
10. Owner(s) hereby acknowledge they are familiar with the Declaration of Protective Covenants, Conditions and Restrictions (the "Restrictions"), as well as, Amendments to the Declaration of Protective Covenants, Conditions and Restrictions ("Amendments"), if any, of the neighborhood.
11. Owner(s) hereby acknowledge and agree to honor all deadlines, if any, for completion of improvements referenced herein as established by the Architectural Control Committee (the "Committee").
12. Owner(s) agree to store construction materials on the above referenced property only, and will bear the cost of repairing any damages caused to any such other areas for non compliance.
13. Owner(s) agree to remove all unused materials from public view within seven (7) days following the completion of any work.
14. Owners hereby acknowledge in the event the Committee fails to approve or disapprove within thirty (30) days after the application and related documents requiring approval have been submitted, the application will be deemed denied. Submission will not be complete, and the thirty (30) day approval time, shall not commence until after all documents required herein have been submitted.
15. Owners agree to construct improvements as approved by the Committee and submit any changes prior to construction.

Required Exhibits and Supporting Documentation

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

1. **Paint or stain colors:** A sample of the color(s) intended to be used; along with existing paint colors on the home that will remain unchanged must be provided. Note: A photo of existing paint colors is an acceptable alternate to samples of existing colors. Paint or opaque stain matching the lighter of trim or siding color is required in Grandview Commons and Smith's Crossing. It is also encouraged in all neighborhoods (excluding Grandview Commons and Smith's Crossing), however, wood finish stains on rear year fences will be considered in these neighborhoods.
2. **Finish materials:** A written description and/or sample of all finish material to be used for Exterior modification must be provided.
3. **Site plan or plot plan:** A site plan or plot plan, drawn to scale, showing the exact location and dimension of the proposed alternations, including orientation with respect to the property lines and all structures, must be provided for applications, including but not limited to decks, patios, walls, storage sheds, fences, gazebos and

any structural additions to the home. Please note if this document is not included with every application, the application will be returned to you for re-submission. To expedite your request, use a Veridian site plan.

4. Architectural drawing and/or landscape plans: Complete detailed architectural drawings or plans must be provided for, including but not limited to decks, storage sheds, fences, gazebos and structural addition to the home, as well as, surrounding landscaping or topography changes of the lot.
5. Contractors' estimate/proposal/plans: Bids receive may include the majority of the above described requirements. If they meet the criteria of item 3 above, you may attach these documents to the application to be submitted. NOTE: Drawings used to estimate material costs may not represent actual dimensions. The cost listed may be deleted as the Committee is not interested in the cost of the improvement.
6. Additional exhibits: Additional exhibits may be required in order to permit adequate evaluation of the proposed changes. Feel free to contact the Committee for guidance prior to submission of application if in doubt.

NOTICE GIVEN TO OWNERS

1. Nothing contained herein shall be construed to represent those alterations to lots or buildings in accordance with these plans shall not violate any of the provision of the Building and Zoning Codes established by the municipality, to which the property is subject to as well as any applicable easements on the property. Further, nothing contained herein shall be construed as a waiver or modification of said Restrictions.
2. Nothing contained herein shall be construed to represent those improvements, as approved by the Committee, are build able.
3. Where required, appropriate building permits shall be obtained for the municipality prior to construction. Nothing contained herein shall be construed as a waiver of said requirement.
4. Owner(s) is made aware and agrees that no work on this request will begin until written approval from the Committee.
5. Owner(s) agrees and grants express permission to the Committee to enter on the Owner's property at a reasonable time to inspect the project, during and after construction.
6. Owner(s) is made aware that any approval is contingent upon the completion of the alteration in a workmanlike manner and in accordance with the approved plan and specification of said alterations.
7. Owner(s) is made aware that any alterations not approved by the Committee will result in a written notification from the Committee and Owner(s) agree to bring the property back into compliance within a specified time as determined by the Committee. Further, Owner(s) are aware and agree that any legal expenses associated therewith will be the sole responsibility of the Owner(s).

OWNER SIGNATURE

Date

OWNER SIGNATURE

Date

APPLICATION SUBMITTAL

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

APPLICATION REVIEW

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

COMMENTS/REQUIREMENTS FOR APPROVAL

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

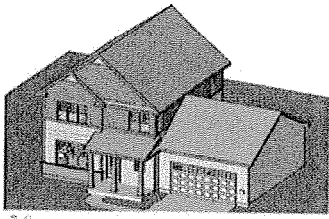
Comments from Committee Member:

Committee Member Signature _____

Date: _____

EXHIBIT G

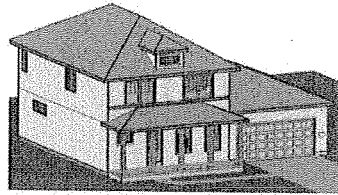
Variety Standards



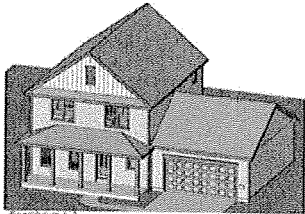
Cottage



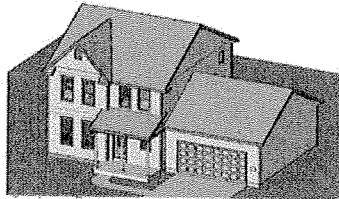
Craftsman



Four Square



Farmhouse A



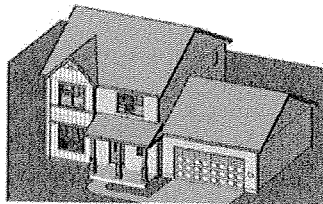
Farmhouse B



Modern



Traditional



Victorian



English Country



Prairie



Classical