

Document Number

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DANE COUNTY
REGISTER OF DEEDS

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Pages: 7

**SECOND AMENDMENT TO THE DECLARATION OF
CONDITIONS, COVENANTS AND RESTRICTIONS
FOR THE PLAT OF HEATHER GLEN**

This is a Second Amendment (the "**Second Amendment**") to that certain Declaration of Conditions, Covenants and Restrictions (the "**Declaration**") for the plat known as Heather Glen (the "**Development**") made by MB Real Estate I, LLC, a Wisconsin Limited Liability Company ("**Declarant**"). Capitalized terms which are not otherwise defined herein shall be as defined in the Declaration.

000601

Record this document with the Register of Deeds

Drafted by and Return to:

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

WITNESSETH:

See Exhibit "A"

(Parcel Identification Number)

WHEREAS, Declarant caused the Declaration to be recorded in the Office of the Dane County, Wisconsin Register of Deeds on the 28th day of October, 2005, as Document No. 4072516; and amended on the 13th day of October 2005, with the Dane County Register of Deeds office as Document No. 4120183 ("First Amendment"); and

WHEREAS, Declarant wishes to amend the Declaration in accordance with the terms, covenants and conditions hereof, and pursuant to the authority granted Declarant in Section D-7 of the Declaration.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1) **Sharing Common Expenses With the Heather Glen Neighborhood**. Declarant or an affiliate of Declarant has developed a neighborhood adjoining the Development known as Heather Glen Addition to the Crossing. Certain common expenses incurred by the Heather Glen Addition to the Crossing Homeowners Association, Inc., the neighborhood association for Heather Glen Addition to the Crossing, benefit the Development and accordingly, Section A-4(A)(5) is hereby created to read as follows:

"5) The Association shall be responsible for, and shall assess to members as a Common Expense of the Association, certain costs allocated by Declarant between the Development and the subdivision known as Heather Glen Addition to the Crossing, for common area maintenance and other expenses relating to Common Property and other amenities located in the Heather Glen Addition to the Crossing subdivision which serve both residents of Heather Glen Addition to the Crossing and residents of the Development, in an amount to be determined pursuant to a formula established by Declarant for such purposes. All sums allocated

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to the Development pursuant to the terms of this paragraph shall be deemed Common Expenses of the Association subject to assessment to all members of the Association.”

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2) **Merger of Associations.** Declarant hereby notifies purchasers of Lots in the Development that Declarant intends to merge the Association with the Heather Glen Addition to the Crossing Homeowners Association, Inc. which is the neighborhood owner's association for the plat of Heather Glen Addition to the Crossing, at a later date. Purchasers of Lots in the Development consent to such merger to the extent necessary or required, by virtue of acceptance of a deed to said Lot, whether or not expressly stated in such deed.

3) **Sign.** Paragraph B-7) (J) shall read as follows: “Lots 122 and 123 are to be made subject to a sign easement by separate written instrument. The area of the Lots made subject to the easement and the sign to be constructed in such area will be treated for maintenance purposes as a part of the Common Property which the Association is obligated to maintain under Section (A) of the Declaration. The cost of such maintenance 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.”

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

5) **Miscellaneous.** This Amendment shall be deemed to run with the land described herein, as both a benefit and burden thereto. This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin. In the event any part of this Amendment shall be deemed unenforceable by a court of competent jurisdiction, then the offending portion shall be severed from the remainder, and the remainder shall be fully enforced in accordance with all applicable laws, rules, regulations and ordinances.

**2005
HEATHER GLEN
Out of Multiple Parcels
Residential Area 107
Madison School District**

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
1	0608-114-1524-4	3650 STONEBRIDGE DR
2	0608-114-1525-2	3654 STONEBRIDGE DR 3702 FROSTED LEAF DR
O.L. 1	0608-114-1526-0	3706 FROSTED LEAF DR
3	0608-114-1527-8	3710 FROSTED LEAF DR
4	0608-114-1528-6	3714 FROSTED LEAF DR
5	0608-114-1529-4	3718 FROSTED LEAF DR
6	0608-114-1530-1	3722 FROSTED LEAF DR
7	0608-114-1531-9	3726 FROSTED LEAF DR
8	0608-114-1532-7	3730 FROSTED LEAF DR
9	0608-114-1533-5	3734 FROSTED LEAF DR
10	0608-114-1534-3	3738 FROSTED LEAF DR
11	0608-114-1535-1	3742 FROSTED LEAF DR
12	0608-114-1536-9	3746 FROSTED LEAF DR
13	0608-114-1309-0	3802 FROSTED LEAF DR
14	0608-114-1310-7	3806 FROSTED LEAF DR
15	0608-114-1311-5	3810 FROSTED LEAF DR
16	0608-114-1312-3	3714 FROSTED LEAF DR
17	0608-114-1313-1	3718 FROSTED LEAF DR
18	0608-114-1314-9	3822 FROSTED LEAF DR 3925 MAMMOTH TRL
19	0608-114-1315-7	3921 MAMMOTH TRL
20	0608-114-2901-3	3929 MAMMOTH TRL 3825 FROSTED LEAF DR
21	0608-114-2902-1	3933 MAMMOTH TRL
22	0608-114-2903-9	3937 MAMMOTH TRL
23	0608-114-2904-7	3941 MAMMOTH TRL
24	0608-114-2905-5	3945 MAMMOTH TRL
25	0608-114-2906-3	3953 MAMMOTH TRL 3830 STONEBRIDGE DR
26	0608-114-2907-1	3826 STONEBRIDGE DR
27	0608-114-2908-9	3822 STONEBRIDGE DR
28	0608-114-2909-7	7001 DEWDROP DR 3818 STONEBRIDGE
29	0608-114-2910-4	7009 DEWDROP DR
30	0608-114-2911-2	7017 DEWDROP DR
31	0608-114-2912-0	7023 DEWDROP DR
32	0608-114-2913-8	7029 DEWDROP DR
33	0608-114-2914-6	7035 DEWDROP DR 3817 FROSTED LEAF DR
O.L. 2	0608-114-2915-4	3821 FROSTED LEAF DR 3949 MAMMOTH TRL
34	0608-114-2801-5	7036 DEWDROP DR 3809 FROSTED LEAF DR
35	0608-114-2802-3	7030 DEWDROP DR

36	0608-114-2803-1	7024 DEWDROP DR
37	0608-114-2804-9	7018 DEWDROP DR
38	0608-114-2805-7	7012 DEWDROP DR
39	0608-114-2806-5	7002 DEWDROP DR 3814 STONEBRIDGE DR
40	0608-114-2807-3	3810 STONEBRIDGE DR
41	0608-114-2808-1	3806 STONEBRIDGE DR
42	0608-114-2809-9	7001 HEATHER GLEN DR 3802 STONEBRIDGE DR
43	0608-114-2810-6	7013 HEATHER GLEN DR
44	0608-114-2811-4	7025 HEATHER GLEN DR
45	0608-114-2812-2	7033 HEATHER GLEN DR
46	0608-114-2813-0	7041 HEATHER GLEN DR
47	0608-114-2814-8	7049 HEATHER GLEN DR 3801 FROSTED LEAF DR
O.L. 3	0608-114-2815-6	3805 FROSTED LEAF DR 7006 DEWDROP DR
48	0608-114-2701-7	7050 HEATHER GLEN DR 3745 FROSTED LEAF DR
49	0608-114-2702-5	7042 HEATHER GLEN DR
50	0608-114-2703-3	7034 HEATHER GLEN DR
51	0608-114-2704-1	7026 HEATHER GLEN DR
52	0608-114-2705-9	7018 HEATHER GLEN DR
53	0608-114-2706-7	7010 HEATHER GLEN DR
54	0608-114-2707-5	7002 HEATHER GLEN DR 3718 STONEBRIDGE DR
55	0608-114-2708-3	3714 STONEBRIDGE DR
56	0608-114-2709-1	3710 STONEBRIDGE DR
57	0608-114-2710-8	3706 STONEBRIDGE DR
58	0608-114-2711-6	3702 STONEBRIDGE DR 3701 FROSTED LEAF DR
59	0608-114-2712-4	3709 FROSTED LEAF DR
60	0608-114-2713-2	3713 FROSTED LEAF DR
61	0608-114-2714-0	3717 FROSTED LEAF DR
62	0608-114-2715-8	3721 FROSTED LEAF DR
63	0608-114-2716-6	3733 FROSTED LEAF DR
64	0608-114-2717-4	3737 FROSTED LEAF DR
O.L. 4	0608-114-2718-2	3741 FROSTED LEAF DR 3705 FROSTED LEAF DR
65	0608-114-2601-9	3701 STONEBRIDGE DR 6967 AVALON LN
66	0608-114-2602-7	3705 STONEBRIDGE DR
67	0608-114-2603-5	3709 STONEBRIDGE DR
68	0608-114-2604-3	3713 STONEBRIDGE DR
69	0608-114-2605-1	3717 STONEBRIDGE DR 6972 COUNTRY LN
70	0608-114-2606-9	6959 AVALON LN
71	0608-114-2607-7	6955 AVALON LN
72	0608-114-2608-5	6951 AVALON LN
73	0608-114-2609-3	6947 AVALON LN
74	0608-114-2610-0	6943 AVALON LN
75	0608-114-2611-8	6939 AVALON LN
76	0608-114-2612-6	6935 AVALON LN
77	0608-114-2613-4	6931 AVALON LN
78	0608-114-2614-2	6923 AVALON LN 3702 DRUMLIN LN
79	0608-114-2615-0	3706 DRUMLIN LN
80	0608-114-2616-8	3710 DRUMLIN LN

81	0608-114-2617-6	3718 DRUMLIN LN 6922 COUNTRY LN
82	0608-114-2618-4	6932 COUNTRY LN
83	0608-114-2619-2	6940 COUNTRY LN
84	0608-114-2620-9	6944 COUNTRY LN
85	0608-114-2621-7	6948 COUNTRY LN
86	0608-114-2622-5	6956 COUNTRY LN
87	0608-114-2623-3	6960 COUNTRY LN
88	0608-114-2624-1	6964 COUNTRY LN
O.L. 5	0608-114-2625-9	6968 COUNTRY LN 6963 AVALON LN 6927 AVALON LN 6928 COUNTRY LN
89	0608-114-2310-6	3801 STONEBRIDGE DR 6967 COUNTRY LN
90	0608-114-2311-4	3805 STONEBRIDGE DR
91	0608-114-2312-2	3809 STONEBRIDGE DR
92	0608-114-2313-0	3813 STONEBRIDGE DR
93	0608-114-2314-8	3817 STONEBRIDGE DR
94	0608-114-2315-6	3821 STONEBRIDGE DR
95	0608-114-2316-4	3825 STONEBRIDGE DR
96	0608-114-2317-2	3829 STONEBRIDGE DR 3850 DRUMLIN LN
97	0608-114-2318-0	6959 COUNTRY LN
98	0608-114-2319-8	6955 COUNTRY LN
99	0608-114-2320-5	6951 COUNTRY LN
100	0608-114-2321-3	6947 COUNTRY LN
101	0608-114-2322-1	6943 COUNTRY LN
102	0608-114-2323-9	6939 COUNTRY LN
103	0608-114-2324-7	6935 COUNTRY LN
104	0608-114-2325-5	6931 COUNTRY LN
105	0608-114-2326-3	6923 COUNTRY LN 3802 DRUMLIN LN
106	0608-114-2327-1	3806 DRUMLIN LN
107	0608-114-2328-9	3820 DRUMLIN LN
108	0608-114-2329-7	3826 DRUMLIN LN
109	0608-114-2330-4	3830 DRUMLIN LN
110	0608-114-2331-2	3834 DRUMLIN LN
111	0608-114-2332-0	3838 DRUMLIN LN
112	0608-114-2333-8	3842 DRUMLIN LN
O.L. 6	0608-114-2334-6	3846 DRUMLIN LN 6963 COUNTRY LN 6927 COUNTRY LN
113	0608-114-1224-0	3926 MAMMOTH TRL
114	0608-114-1228-2	3930 MAMMOTH TRL
115	0608-114-1229-0	3934 MAMMOTH TRL
116	0608-114-1230-7	3938 MAMMOTH TRL
117	0608-114-1231-5	3942 MAMMOTH TRL
118	0608-114-1232-3	3946 MAMMOTH TRL
119	0608-114-1233-1	3950 MAMMOTH TRL
120	0608-114-1234-9	3954 MAMMOTH TRL
121	0608-114-1235-7	3958 MAMMOTH TRL
122	0608-114-1236-5	3962 MAMMOTH TRL 3902 STONEBRIDGE DR
123	0608-114-2406-3	3841 DRUMLIN LN 3901 STONEBRIDGE DR
124	0608-114-2407-1	3837 DRUMLIN LN

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125	0608-114-2408-9	3833 DRUMLIN LN
126	0608-114-2409-7	3829 DRUMLIN LN
127	0608-114-2410-4	3825 DRUMLIN LN
128	0608-114-2411-2	3821 DRUMLIN LN
129	0608-114-2412-0	3817 DRUMLIN LN
130	0608-114-2413-8	3813 DRUMLIN LN
131	0608-114-2414-6	3809 DRUMLIN LN
132	0608-114-2415-4	3805 DRUMLIN LN
133	0608-114-2416-2	3801 DRUMLIN LN 6919 COUNTRY LN
134	0608-114-2417-0	6915 COUNTRY LN
135	0608-114-2418-8	6909 COUNTRY LN
136	0608-114-2501-1	3717 DRUMLIN LN 6910 COUNTRY LN
137	0608-114-2502-9	3709 DRUMLIN LN
138	0608-114-2503-7	3701 DRUMLIN LN 6909 AVALON LN
139	0608-114-1920-4	6910 AVALON LN
140	0608-114-1921-2	6918 AVALON LN
141	0608-114-1922-0	6926 AVALON LN
142	0608-114-1923-8	6932 AVALON LN
O.L. 7	0608-114-1924-6	6946 AVALON LN
143	0608-114-1925-4	6962 AVALON LN
144	0608-114-1926-2	6968 AVALON LN 3651 STONEBRIDGE DR

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**FIRST AMENDMENT TO HEATHER GLEN
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
CITY OF MADISON, DANE COUNTY, WISCONSIN**

Record this document with the Register of Deeds

Name and Return Address:

Gail Foltman
Veridian Homes
6801 South Towne Drive
Madison, Wisconsin 53713

See Exhibit A
(Parcel Identification Number)

WHEREAS, MB Real Estate I, LLC., the owner and developer (collectively the "Declarant") of the plat of Heather Glen, City of Madison, Dane County, WI (the "Plat") caused to be placed of record certain Declaration of Protective Covenants and Restrictions (the "Declaration") on the Plat which Declarations were recorded on June 28, 2005, with the Dane County Register of Deeds office as Document No.4072516; and

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

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

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Declaration.
- 2) Part B, **Conditions, Covenants and Restrictions**, Paragraph B-7) **Easements, J)** "Lots 8-17 are subject to a fence Easement and shall be a part of the Common Property of which the Association is obligated to maintain under Section (A) of the Declaration. The cost of maintenance including but not limited to, seasonal lawn care, repair and replacement of said Common Area 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".


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Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.

Dated as of the 12th day of October, 2005

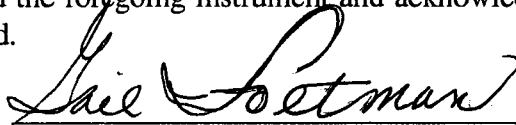
MB REAL ESTATE I, LLC

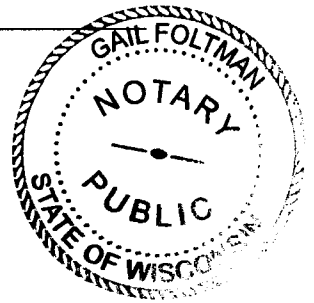
By: Veridian Development, LLC, Its Sole Member

By: 
Donald A. Esposito, Jr., Assistant Secretary

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me this 12th day of October, 2005, the above named Donald A. Esposito, Jr. to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.


Notary Public, State of Wisconsin
My Commission expires:



THIS DOCUMENT DRAFTED BY:
Gail Foltman
Veridian Homes
6801 South Towne Drive
Madison, WI 53713

2005
HEATHER GLEN
Out of Multiple Parcels
Residential Area 107
Madison School District

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
1	0608-114-1524-4	3650 STONEBRIDGE DR
2	0608-114-1525-2	3654 STONEBRIDGE DR 3702 FROSTED LEAF DR
O.L. 1	0608-114-1526-0	3706 FROSTED LEAF DR
3	0608-114-1527-8	3710 FROSTED LEAF DR
4	0608-114-1528-6	3714 FROSTED LEAF DR
5	0608-114-1529-4	3718 FROSTED LEAF DR
6	0608-114-1530-1	3722 FROSTED LEAF DR
7	0608-114-1531-9	3726 FROSTED LEAF DR
8	0608-114-1532-7	3730 FROSTED LEAF DR
9	0608-114-1533-5	3734 FROSTED LEAF DR
10	0608-114-1534-3	3738 FROSTED LEAF DR
11	0608-114-1535-1	3742 FROSTED LEAF DR
12	0608-114-1536-9	3746 FROSTED LEAF DR
13	0608-114-1309-0	3802 FROSTED LEAF DR
14	0608-114-1310-7	3806 FROSTED LEAF DR
15	0608-114-1311-5	3810 FROSTED LEAF DR
16	0608-114-1312-3	3714 FROSTED LEAF DR
17	0608-114-1313-1	3718 FROSTED LEAF DR
18	0608-114-1314-9	3822 FROSTED LEAF DR 3925 MAMMOTH TRL
19	0608-114-1315-7	3921 MAMMOTH TRL
20	0608-114-2901-3	3929 MAMMOTH TRL 3825 FROSTED LEAF DR
21	0608-114-2902-1	3933 MAMMOTH TRL
22	0608-114-2903-9	3937 MAMMOTH TRL
23	0608-114-2904-7	3941 MAMMOTH TRL
24	0608-114-2905-5	3945 MAMMOTH TRL
25	0608-114-2906-3	3953 MAMMOTH TRL 3830 STONEBRIDGE DR
26	0608-114-2907-1	3826 STONEBRIDGE DR
27	0608-114-2908-9	3822 STONEBRIDGE DR
28	0608-114-2909-7	7001 DEWDROP DR 3818 STONEBRIDGE
29	0608-114-2910-4	7009 DEWDROP DR
30	0608-114-2911-2	7017 DEWDROP DR
31	0608-114-2912-0	7023 DEWDROP DR
32	0608-114-2913-8	7029 DEWDROP DR
33	0608-114-2914-6	7035 DEWDROP DR 3817 FROSTED LEAF DR
O.L. 2	0608-114-2915-4	3821 FROSTED LEAF DR 3949 MAMMOTH TRL
34	0608-114-2801-5	7036 DEWDROP DR 3809 FROSTED LEAF DR
35	0608-114-2802-3	7030 DEWDROP DR

36	0608-114-2803-1	7024 DEWDROP DR
37	0608-114-2804-9	7018 DEWDROP DR
38	0608-114-2805-7	7012 DEWDROP DR
39	0608-114-2806-5	7002 DEWDROP DR 3814 STONEBRIDGE DR
40	0608-114-2807-3	3810 STONEBRIDGE DR
41	0608-114-2808-1	3806 STONEBRIDGE DR
42	0608-114-2809-9	7001 HEATHER GLEN DR 3802 STONEBRIDGE DR
43	0608-114-2810-6	7013 HEATHER GLEN DR
44	0608-114-2811-4	7025 HEATHER GLEN DR
45	0608-114-2812-2	7033 HEATHER GLEN DR
46	0608-114-2813-0	7041 HEATHER GLEN DR
47	0608-114-2814-8	7049 HEATHER GLEN DR 3801 FROSTED LEAF DR
O.L. 3	0608-114-2815-6	3805 FROSTED LEAF DR 7006 DEWDROP DR
48	0608-114-2701-7	7050 HEATHER GLEN DR 3745 FROSTED LEAF DR
49	0608-114-2702-5	7042 HEATHER GLEN DR
50	0608-114-2703-3	7034 HEATHER GLEN DR
51	0608-114-2704-1	7026 HEATHER GLEN DR
52	0608-114-2705-9	7018 HEATHER GLEN DR
53	0608-114-2706-7	7010 HEATHER GLEN DR
54	0608-114-2707-5	7002 HEATHER GLEN DR 3718 STONEBRIDGE DR
55	0608-114-2708-3	3714 STONEBRIDGE DR
56	0608-114-2709-1	3710 STONEBRIDGE DR
57	0608-114-2710-8	3706 STONEBRIDGE DR
58	0608-114-2711-6	3702 STONEBRIDGE DR 3701 FROSTED LEAF DR
59	0608-114-2712-4	3709 FROSTED LEAF DR
60	0608-114-2713-2	3713 FROSTED LEAF DR
61	0608-114-2714-0	3717 FROSTED LEAF DR
62	0608-114-2715-8	3721 FROSTED LEAF DR
63	0608-114-2716-6	3733 FROSTED LEAF DR
64	0608-114-2717-4	3737 FROSTED LEAF DR
O.L. 4	0608-114-2718-2	3741 FROSTED LEAF DR 3705 FROSTED LEAF DR
65	0608-114-2601-9	3701 STONEBRIDGE DR 6967 AVALON LN
66	0608-114-2602-7	3705 STONEBRIDGE DR
67	0608-114-2603-5	3709 STONEBRIDGE DR
68	0608-114-2604-3	3713 STONEBRIDGE DR
69	0608-114-2605-1	3717 STONEBRIDGE DR 6972 COUNTRY LN
70	0608-114-2606-9	6959 AVALON LN
71	0608-114-2607-7	6955 AVALON LN
72	0608-114-2608-5	6951 AVALON LN
73	0608-114-2609-3	6947 AVALON LN
74	0608-114-2610-0	6943 AVALON LN
75	0608-114-2611-8	6939 AVALON LN
76	0608-114-2612-6	6935 AVALON LN
77	0608-114-2613-4	6931 AVALON LN
78	0608-114-2614-2	6923 AVALON LN 3702 DRUMLIN LN
79	0608-114-2615-0	3706 DRUMLIN LN
80	0608-114-2616-8	3710 DRUMLIN LN

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81	0608-114-2617-6	3718 DRUMLIN LN 6922 COUNTRY LN
82	0608-114-2618-4	6932 COUNTRY LN
83	0608-114-2619-2	6940 COUNTRY LN
84	0608-114-2620-9	6944 COUNTRY LN
85	0608-114-2621-7	6948 COUNTRY LN
86	0608-114-2622-5	6956 COUNTRY LN
87	0608-114-2623-3	6960 COUNTRY LN
88	0608-114-2624-1	6964 COUNTRY LN
O.L. 5	0608-114-2625-9	6968 COUNTRY LN 6963 AVALON LN 6927 AVALON LN 6928 COUNTRY LN
89	0608-114-2310-6	3801 STONEBRIDGE DR 6967 COUNTRY LN
90	0608-114-2311-4	3805 STONEBRIDGE DR
91	0608-114-2312-2	3809 STONEBRIDGE DR
92	0608-114-2313-0	3813 STONEBRIDGE DR
93	0608-114-2314-8	3817 STONEBRIDGE DR
94	0608-114-2315-6	3821 STONEBRIDGE DR
95	0608-114-2316-4	3825 STONEBRIDGE DR
96	0608-114-2317-2	3829 STONEBRIDGE DR 3850 DRUMLIN LN
97	0608-114-2318-0	6959 COUNTRY LN
98	0608-114-2319-8	6955 COUNTRY LN
99	0608-114-2320-5	6951 COUNTRY LN
100	0608-114-2321-3	6947 COUNTRY LN
101	0608-114-2322-1	6943 COUNTRY LN
102	0608-114-2323-9	6939 COUNTRY LN
103	0608-114-2324-7	6935 COUNTRY LN
104	0608-114-2325-5	6931 COUNTRY LN
105	0608-114-2326-3	6923 COUNTRY LN 3802 DRUMLIN LN
106	0608-114-2327-1	3806 DRUMLIN LN
107	0608-114-2328-9	3820 DRUMLIN LN
108	0608-114-2329-7	3826 DRUMLIN LN
109	0608-114-2330-4	3830 DRUMLIN LN
110	0608-114-2331-2	3834 DRUMLIN LN
111	0608-114-2332-0	3838 DRUMLIN LN
112	0608-114-2333-8	3842 DRUMLIN LN
O.L. 6	0608-114-2334-6	3846 DRUMLIN LN 6963 COUNTRY LN 6927 COUNTRY LN
113	0608-114-1224-0	3926 MAMMOTH TRL
114	0608-114-1228-2	3930 MAMMOTH TRL
115	0608-114-1229-0	3934 MAMMOTH TRL
116	0608-114-1230-7	3938 MAMMOTH TRL
117	0608-114-1231-5	3942 MAMMOTH TRL
118	0608-114-1232-3	3946 MAMMOTH TRL
119	0608-114-1233-1	3950 MAMMOTH TRL
120	0608-114-1234-9	3954 MAMMOTH TRL
121	0608-114-1235-7	3958 MAMMOTH TRL
122	0608-114-1236-5	3962 MAMMOTH TRL 3902 STONEBRIDGE DR
123	0608-114-2406-3	3841 DRUMLIN LN 3901 STONEBRIDGE DR
124	0608-114-2407-1	3837 DRUMLIN LN

125	0608-114-2408-9	3833 DRUMLIN LN
126	0608-114-2409-7	3829 DRUMLIN LN
127	0608-114-2410-4	3825 DRUMLIN LN
128	0608-114-2411-2	3821 DRUMLIN LN
129	0608-114-2412-0	3817 DRUMLIN LN
130	0608-114-2413-8	3813 DRUMLIN LN
131	0608-114-2414-6	3809 DRUMLIN LN
132	0608-114-2415-4	3805 DRUMLIN LN
133	0608-114-2416-2	3801 DRUMLIN LN 6919 COUNTRY LN
134	0608-114-2417-0	6915 COUNTRY LN
135	0608-114-2418-8	6909 COUNTRY LN
136	0608-114-2501-1	3717 DRUMLIN LN 6910 COUNTRY LN
137	0608-114-2502-9	3709 DRUMLIN LN
138	0608-114-2503-7	3701 DRUMLIN LN 6909 AVALON LN
139	0608-114-1920-4	6910 AVALON LN
140	0608-114-1921-2	6918 AVALON LN
141	0608-114-1922-0	6926 AVALON LN
142	0608-114-1923-8	6932 AVALON LN
O.L. 7	0608-114-1924-6	6946 AVALON LN
143	0608-114-1925-4	6962 AVALON LN
144	0608-114-1926-2	6968 AVALON LN 3651 STONEBRIDGE DR

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Trans. Fee:
Exempt #:

Rec. Fee: 85.00
Pages: 38

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Document No.

**HEATHER GLEN
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

CITY OF MADISON, DANE COUNTY, WI.

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

PREAMBLE

See Exhibit B
(Parcel Identification Numbers)

Declaration made this 22nd day of June, 2005, by MB REAL ESTATE I, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

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

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

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

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

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

NOW, THEREFORE, the Declarant declares that the real property Lots 1-144, 420-424 and Outlots 1-7 legally described and depicted in Exhibit A, attached hereto and incorporated herein by reference, will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

Part A

ASSOCIATION MATTERS

A-1) Definitions.

A) "Association" shall mean and refer to as The Association of Homeowners at Heather Glen, Inc., and its successors and assigns.

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

C) "Declarant" shall mean and refer to MB REAL ESTATE I, LLC, a Wisconsin limited liability company, or its successors and assigns.

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

E) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the Properties described in Exhibit "A". A purchaser of any of said Properties by land contract shall be referred to as "Owner" instead of the land contract vendor.

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

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

A-2) Membership and Voting Rights.

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

B) Voting Rights.

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

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

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

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

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

A-3) Description.

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

<u>Use</u>	<u>Number of Assessment Units</u>
Single Family:	One (1) per Dwelling Unit.

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

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

D) Ownership.

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

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

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

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

A-4) Maintenance of Common Property

A) Maintenance Requirements.

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

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

3) Specific Responsibilities.

(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 traffic measures. Such maintenance and upkeep shall be performed at the discretion of the Association except to the extent required by the City of Madison, and shall include landscaping. If the special street design features or landscaping are not maintained, the City of Madison will give notice to the Association that it is not being maintained. If the Association does not respond to the notice within sixty (60) days, the City may modify the physical traffic measures to minimize maintenance needs; including replacing landscaped surfaces with asphalt. The Association and persons involved with the maintenance and upkeep of the special traffic measures shall indemnify and hold harmless the City of Madison and its boards and commissions, and their officers, agents and employees from and against all claims, demands, loss or liability of any kind, type or description, related to the maintenance and upkeep of the special traffic measures.

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

Management Company shall assume the maintenance obligations of the Association as provided herein.

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

B) Assessments.

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

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

3) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on such Lot. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of Ownership. The Association or the Management Company, on behalf of and pursuant to its contract with the Association, may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lots. Any such foreclosure action may be brought at the Association election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association/Management Company securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

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

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

Part B

CONDITIONS, COVENANTS AND RESTRICTIONS

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

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

A) Lots 1-144 and 420-424 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined below. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter.

B) Outlots 2, 3, 4, 5 and 6 are Public Alleys as shown on the Plat are to be conveyed to the City of Madison. The cost of the maintenance of the Public Alleys shall be the responsibility of the City of Madison except for trash removal as referenced in Section B-16) Notice to Owners, Subparagraph C).

C) Outlot 1, is a Private Street / Alley, as shown on the Plat, and shall be part of the Common Property of which the Association is obligated to maintain under Section (A) of the Declaration. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required. For additional information regarding Private and Public Alleys refer to Section B-16) Notice to Owners, Subparagraph B).

D) Outlot 7 shall to be conveyed to the City of Madison for Stormwater management.

E) Section 28.04(25) of the Madison General Ordinances requires that new subdivisions in the City of Madison contain lots that are reserved for the construction of dwelling units to be owned by families with an annual income that is less than the Area Median Income, as that term is defined in the Ordinance. Section 28.04 of the Madison General Ordinances is popularly known as the Inclusionary Zoning Ordinance. The lots in the Subdivision which, pursuant to agreement between the Developer and the City of Madison, have been designated as inclusionary zoning lots, and which are subject to the requirements to the Ordinance, are Lots 3, 5, 11, 24, 27, 35, 38, 46, 49, 51, 59, 64, 76, 82, 84, 90, 93, 101, 104, 106, 111 and 135. All inclusionary zoning lots are subject to a recorded Land Use Restriction, also required by the City of Madison, which contains restrictions that are specific to such lots.

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

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

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

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

B-4) Dwellings and Landscaping. The landscaping to be installed on all Lots must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points as set forth hereafter. 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) Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration "Equipment"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage.

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

B-7) Easements.

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

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

C) Lot 28 is subject to an ingress/egress easement granted to Lot 27 for driveway purposes as shown on the Plat and will be subject to a Joint Driveway Easement ("Joint Driveway Easement") and/or Maintenance Agreements ("Maintenance Agreements") setting forth the adjoining Lot Owners' rights to use and obligations to maintain the joint driveway. The configurations of some Lots on the public alleys require that they have a shared driveway. In some cases, that will require one Lot to grant the other an Easement permitting use of the joint portion of the driveway and allocating responsibility for maintenance

costs. In other cases, the Lot will only have a Joint Maintenance Agreement ("Joint Maintenance Agreement") allocating responsibility for maintenance of the joint driveway located in the public-right-of-way.

D) Lot 42 is subject to an ingress/egress easement granted to Lot 41 for driveway purposes as shown on the Plat and will be subject to a Joint Driveway Easement ("Joint Driveway Easement") and/or Maintenance Agreements ("Maintenance Agreements") setting forth the adjoining Lot Owners' rights to use and obligations to maintain the joint driveway. The configurations of some Lots on the public alleys require that they have a shared driveway. In some cases, that will require one Lot to grant the other an Easement permitting use of the joint portion of the driveway and allocating responsibility for maintenance costs. In other cases, the Lot will only have a Joint Maintenance Agreement ("Joint Maintenance Agreement") allocating responsibility for maintenance of the joint driveway located in the public-right-of-way.

E) Lots 130 and 131 are subject to a 40' x 175' Temporary Limited Easement to the City of Madison for grading purposes. This Temporary Limited Easement shall expire ten (10) years from the recording date of the original Plat.

F) Lots 18, 20-25, 107-110, 113-132 are subject to a Zone Of Concern Limits building restrictions per Section 29.20 (20)(a)(1)(2)(3)(g), City of Madison General Ordinances.

G) Dane County will require and shall be granted an access easement for monitoring purposes of one (1) existing Dane County monitoring well is located on each of Lots 116, 119, 122, 124, 128 and 130. These wells are monitored once a week by Dane County for methane gas,

H) Dane County will require and shall be granted an access easement for monitoring purposes of two (2) existing Dane County groundwater monitoring wells on Lot 132; one (1) deep well and one (1) shallow groundwater well. The ground water wells are monitored quarterly by BT² (BT squared).

I) Lots 114-130 are subject to a 15' wide public pedestrian and bike path easement and will be part of the Common Property of which the Association is obligated to maintain under Section (A) of the Declaration, the cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required. The pedestrian and bike path will be open to the public.

B-8) Open Space Landscape Buffer.

A) Lots 114-131 are required to establish and maintain an Open Space Landscape Buffer (the "Buffer"). The Buffer shall be on hundred fifty (150) feet in depth extending perpendicular from the rear Lot line of the applicable Lot. The purpose of the Buffer is to provide a screen of earth berms and vegetation to soften the edge between the Lots and Cross Country Road, to use plant materials that are aesthetically and ecologically appropriate for the urban-natural edge and to avoid plants which may invade and cause management problems in the public right of way areas.

B) Declarant, at its sole cost and expense, shall plant buffer trees and shrubs as detailed in the Buffer. The plant species allowed within this Buffer shall include: red, white and burr oaks, shagbark hickory, evergreens, flowering crabs, hawthorns, American hazelnut, American plum, elderberry, smooth and staghorn sumac and other oak woodland or oak savannah species.

C) The Association, at its sole cost and expense, shall maintain trees and shrubs in healthy condition within the Buffer for each Lot within the area and shall keep the turf mowed on a regular basis. The Buffer as shown on the Plat, and shall be part of the Common Property of which the Association is obligated to maintain under Section (A) of the Declaration. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required

D) The list of plants prohibited in the Buffer include: buckthorns, honeysuckle, Norway maples, amur maple, Mexican bamboo, ajaga, pampas grass, blue spruce and other species which may be invasive into the adjacent open space areas. Individual Owners shall be required to remove any of the prohibited species from their applicable Lot at their sole cost.

E) Ground cover shall consist of natural material including grass turf or wood mulch.

F) Retaining walls shall be constructed with natural stone material. Modular block retaining walls shall be prohibited in the Buffer.

G) Fencing, building structures, playground equipment and other structural items are prohibited within the Buffer.

H) The plantings required in the Buffer are in addition to the landscaping requirements set forth in Section B-4 above.

B-9) Slope and Swale Areas.

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

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

C) Declarant and the City of Madison have agreed to a certain Storm Water Management Plan. In the event of conflict between any plans and such Storm Water Management Plan, the Storm Water Management Plan shall control. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of

inspection, maintenance or correction of any drainage condition and the Lot Owner shall be responsible for the cost thereof.

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

B-10) 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-11) 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-12) 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-13) 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-14) 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-15) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-16) 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, and shall be replaced if necessary, with a mailbox identical in all respects with

that originally provided, at the sole cost and expense of the Owner(s). The location and placement of the mailboxes shall be at the sole discretion of the United States Postal Service.

B-17) Notices to Owners. The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in the Property:

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

B) Public Alleys: Public Alleys Outlots 2-6, as shown on the Plat will be dedicated to the City of Madison. The cost of the maintenance of the Public Alleys shall be the responsibility of the City of Madison. Certain Lots in the Development border public alleys, which are intended to serve as the access to such Lots. Restrictions on the public alleys are summarized as follows:

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

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

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

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

C) Private Alleys: Private Alley Outlot 1, as shown on the Plat, shall be dedicated to the Association. 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. Certain Lots in the Development border the private alley, which are intended to serve as the access to such Lots. Restrictions on the private alleys are summarized as follows:

1) There will be no public trash, leaf or recycled material pick-up service in said alley, but instead, there will be one or more trash pick-up collection points designated by the Declarant to be used by Owners of a Lot bordering the alley in question. Trash pick-up may initially provided by the Association and charged as an expense of the Association, but

such arrangement may be changed to provide for public or some other method of trash pick-up at a future time as determined by the Declarant or the Association.

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

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

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

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

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 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, decks, patios, 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, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such application, plan specifications and plot plans as finally approved shall be deposited with the Committee.

C-3) Plan Review. The Committee shall review said application, plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation. It is contemplated that the Development will be the subject of a comprehensive, written set of design guidelines as set forth herein at Part D. The Committee shall use the guidelines set forth in this Declaration as an aid in exercising its architectural control responsibilities hereunder, but nothing contained herein or therein shall limit the Committee’s discretion to grant variances from or make changes to, the guidelines, as they shall determine in the sole exercise of their discretion.

C-4) Procedure.

A) Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a “request for action” or “approval” fee not to exceed \$50.00 for each such request or approval. The Committee’s approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after application, plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied.

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

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

D) The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Committee harmless from any perceived discrepancies in the Committee’s good-faith performance of its duties. Refusal of approval of application and plans by the Committee

may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

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

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

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

The Association of Homeowners at Heather Glen, Inc.
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713

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

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

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

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

Part D **DESIGN GUIDELINES**

D-1) Single Family Dwelling Units.

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

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

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

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

1) A usable open front porch is defined as having a minimum depth of 6'-0", and a minimum width of 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 at a maximum of six inches (6") on center; and newel posts that are of the same design as the base of the column posts. Porch columns and railings shall be painted to match the trim color of the house.

C) Garage.

1) 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 or otherwise comply with the applicable zoning classification requirements.

3) Tandem, split or side entry garages are encouraged for three or four car garages. If a tandem space is used for 3-car front entry garages, 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 single garage door size should be 8' x 18' is required if on standard plan.

D) Ornamental Design Elements.

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

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

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

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

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

E) Roof/Facias/Soffits/Eaves.

1. Roof Standards:

a) Roof design must be consistent with the overall architectural style of the home. Roof forms and pitches as established on individual

styles may not be altered without approval by the Architectural Control Committee.

- b) Materials and colors shall be as outlined in the approved neighborhood Color Chart.
- c) Use of an eyebrow roof or projecting gable is required at brick walls not extending into a gable are encouraged, as appropriate, at double gable returns and porch column caps.
- d) Hip roof design, porches or other elements deemed appropriate by the Architectural Control Committee may be used in lieu of specific gable requirements.

2. Fascia Standards: 6" minimum aluminum fascia with colors as outlined in the Color Chart, or wood should be used when 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.

F) Exterior Wall Surfaces.

1) Materials and colors shall be as outlined in the Color Charts developed for this community.

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 one (1) gable vent.

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.

D-2) Other Improvements.

A) Fences All fencing must receive prior written approval of the

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

1) Fencing shall consist of wood and shall be stained or painted. Only two styles of fencing are permitted and are detailed in Exhibits "E-1" and "E-2".

- a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
- b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
- c) Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot.
- d) Fencing colors shall match the lighter of the home's trim or siding color.

2) Appropriate uses of fencing:

- a) Fencing shall be limited to rear and side yards only.
- b) Fencing shall meet up with the corners of the home or garage and may not project past the front face of home or garage.
- c) Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.
- d) Fencing at side yards of corner lots may not project past the sideyard setback for that side facing the street. Refer to your survey map to establish side yard setbacks for the side of the lot facing the street.

3) Inappropriate use of fencing:

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

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

1) Appropriate deck design shall incorporate the following criteria:

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

2) Inappropriate deck design:

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

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

1) Fencing surrounding kennel or run shall consist of wood and shall be stained or painted. Only two styles of fencing are permitted and are detailed in Exhibits "E-1" and "E-2".

- a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
- b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
- c) Gates are permitted and shall be consistent with the fencing style.

All gates shall open out from the kennel or run.

d) Fencing colors shall match the lighter of the home's trim or siding color.

2) Appropriate placement of kennels or runs:

a) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.

b) Kennel or run shall meet up with the corners of the home or garage and may not project past the face of home or garage.

c) Only one kennel or run is permitted per Lot.

d) Kennels must be oriented with the long side parallel to home.

3) Inappropriate placement of kennels or runs:

a) Kennel or run in front or side yards shall not be permitted.

b) Kennel or run shall not occur in freestanding segments or be placed arbitrarily on the lot.

c) Kennel or run shall not meet porch or deck corners.

d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

D) Outbuildings. No outbuilding, shed or accessory building of any nature shall be erected on any Lot, with the exception of a detached garage that is the only garage on the lot and is approved by the Committee prior to construction.

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 of the Declaration of Conditions, Covenants and Restrictions, Developer hereby imposes upon all Lots described in Exhibit "A", attached hereto and incorporated herein by reference, the requirement that the Owners thereof install landscaping on such Lots which meets or exceeds the minimum number of points for landscaping set forth in Exhibit "C". The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference. All terms, covenants and conditions of Section B-4 of the Declaration of Conditions, Covenants and Restrictions, as amended herein, shall be applicable to the landscaping to be installed pursuant to the terms of this paragraph.

Part E

GENERAL PROVISIONS

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

E-2) **Enforcement.** The Declarant (or either one of them if more than one), Architectural Control Committee or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Committee shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees.

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

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

E-5) Parade of Homes So long as Declarant shall own any Lots in the Development located within the Plat. 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 Declarant and shall waive all rights to object to violations of this Declaration of Protective Covenants, Conditions and Restrictions by the Declarant, 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 Declarant their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade.

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

E-7) Notices.

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, 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.

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

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

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

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

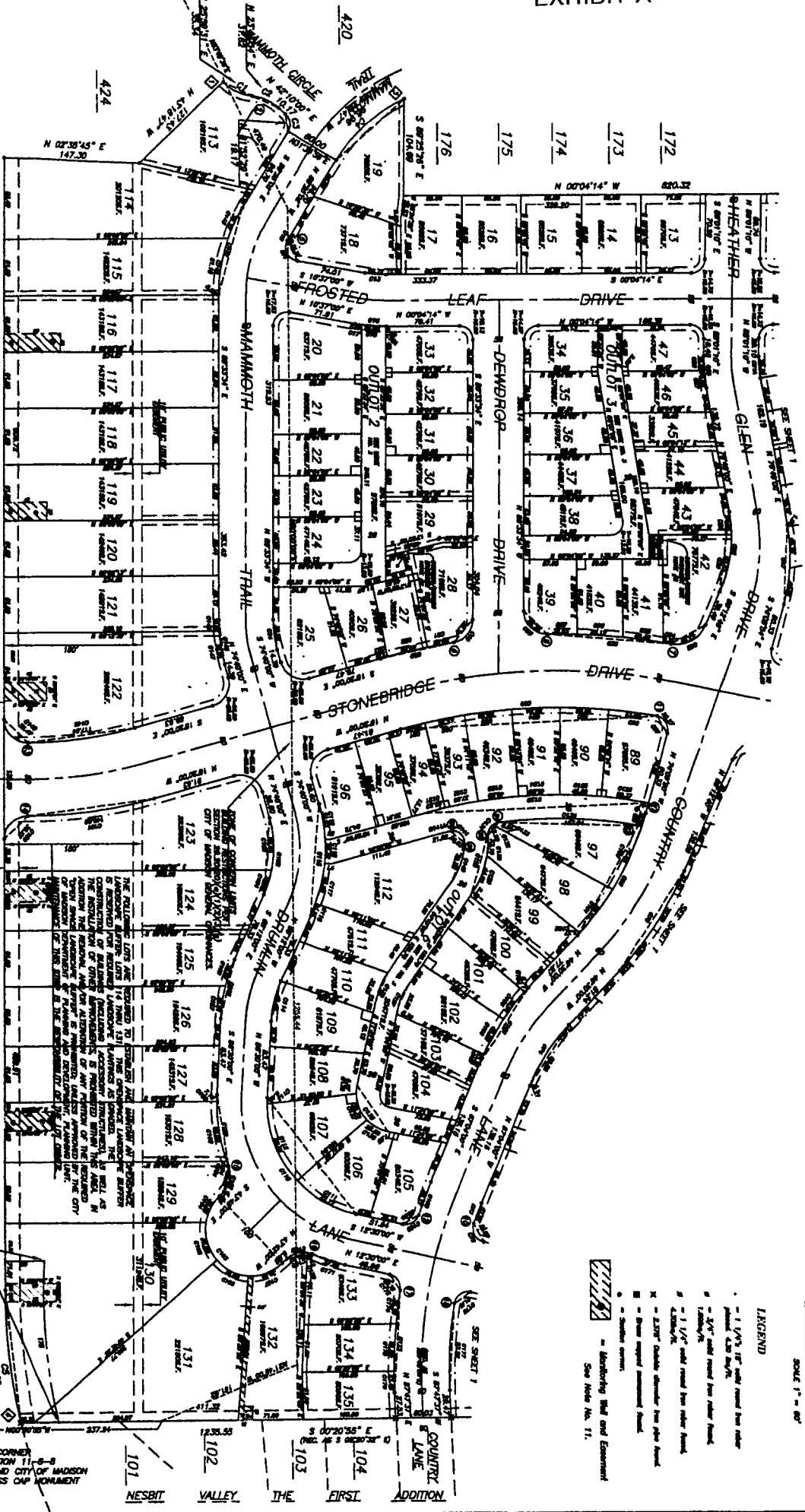
E-13) Remedies. All remedies herein are cumulative.

[Signatures on next page]

HEATHER GLEN

BEING A REPLAT OF LOTS 425 THRU 451, OUTLOTS 12 AND 13, VACATED OUTLOT 13, HEATHER GLEN DRIVE, AVALON LANE, COUNTRY LANE, STONEBRIDGE DRIVE AND PART OF VACATED MAMMOTH TRAIL, AS VACATED BY CIRCUIT COURT ACTION OF January 10, 2005 CASE No. 04-CV-3536. ALL WITHIN THE PLAT OF HEATHER GLEN ADDITION TO THE CROSSING AS RECORDED IN VOLUME 58-0368 OF PLATS, PAGES 191 THRU 193 AS DOCUMENT NUMBER 3800157, LOCATED IN THE SW 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 11, 18N, R8E, CITY OF MADISON, DANE COUNTY, WISCONSIN

HELD AND ASSOCIATES, INC. 2004



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

Signed by grantor(s) or grantor(s) agent: *Lise Seltman*

Date (use black ink) *6/22/05*

Name of agent

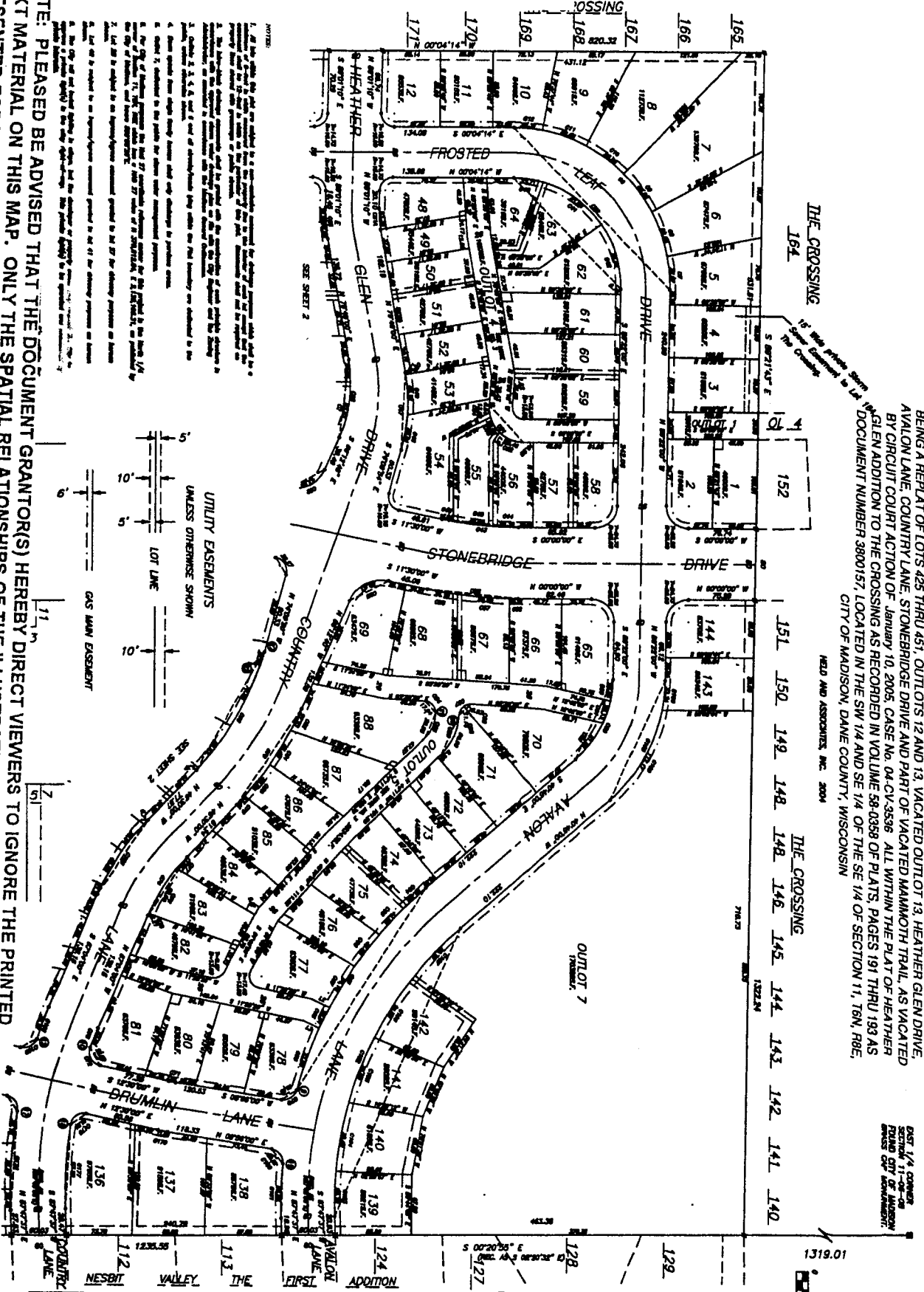
CORNER SECTION 11-8-8 FOUND CITY OF MADISON BOUNDARY

HEATHER GLEN

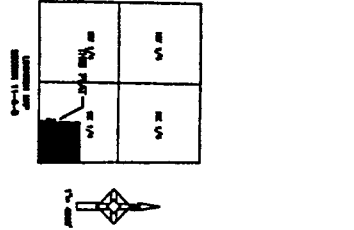
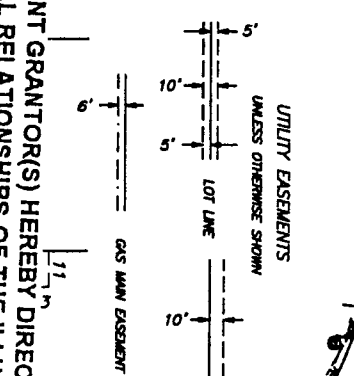
BEING A REPLAT OF LOTS 425 THRU 431, OUTLOTS 12 AND 13, VACATED OUTLOT 13, HEATHER GLEN DRIVE, WILLOW LANE, COUNTRY LANE, STONEBRIDGE DRIVE AND PART OF VACATED MAMMOTH TRAIL, AS VACATED BY CIRCUIT COURT ACTION OF January 10, 2005, CASE No. 04-CV-3836. ALL WITHIN THE PLAT OF HEATHER GLEN ADDITION TO THE CROSSING AS RECORDED IN VOLUME 58-0358 OF PLATS, PAGES 191 THRU 193 AS DOCUMENT NUMBER 3800157, LOCATED IN THE SW 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 11, T6N, R8E, CITY OF MADISON, DANE COUNTY, WISCONSIN

HELD AND ASSOCIATES, INC. 2004

OUTLOT 14, CORNER SECTION 11, T6N, R8E, CITY OF MADISON, WISCONSIN



1. All of the rights, title and interest in the above described property are hereby conveyed to the grantee, subject to the easements and covenants hereinafter described.
2. The grantee shall be responsible for obtaining all necessary permits and approvals from the appropriate governmental authorities for the development and construction of the property.
3. The grantee shall be responsible for obtaining all necessary easements and rights-of-way for the development and construction of the property.
4. The grantee shall be responsible for obtaining all necessary approvals from the appropriate governmental authorities for the development and construction of the property.
5. The grantee shall be responsible for obtaining all necessary easements and rights-of-way for the development and construction of the property.
6. The grantee shall be responsible for obtaining all necessary approvals from the appropriate governmental authorities for the development and construction of the property.
7. The grantee shall be responsible for obtaining all necessary easements and rights-of-way for the development and construction of the property.
8. The grantee shall be responsible for obtaining all necessary approvals from the appropriate governmental authorities for the development and construction of the property.
9. The grantee shall be responsible for obtaining all necessary easements and rights-of-way for the development and construction of the property.
10. The grantee shall be responsible for obtaining all necessary approvals from the appropriate governmental authorities for the development and construction of the property.



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

signed by grantor(s) or grantor(s) agent: Paul J. Stoltman Date (use black ink) 6/22/05

name of grantor(s) or grantor(s) agent printed: (use black ink) _____

SHEET 1 OF 4 SHEETS

Exhibit "B"

Parcel Numbers

0608-114-1224-0
0608-114-1225-8
0608-114-1306-6
0608-114-1307-4
0608-114-1308-2
0608-114-1523-6
0608-114-1522-8
0608-114-1919-7
0608-114-1918-9
0608-114-1917-1
0608-114-1916-3
0608-114-1915-5
0608-114-1914-7
0608-114-1913-9
0608-114-2301-5
0608-114-2302-3
0608-114-2303-1
0608-114-2304-9
0608-114-2305-7
0608-114-2306-5
0608-114-2307-3
0608-114-2308-1
0608-114-2309-9
0608-114-2401-3
0608-114-2402-1
0608-114-2403-9
0608-114-2404-7
0608-114-2405-5
COMBW/1590-6
0608-114-1913-9
0608-114-1219-1
0608-114-1220-8
0608-114-1221-6
0608-114-1222-4
0608-114-1223-2

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
20 – 112,	300	425
1-19,113-144, 420-424	350	500

EXHIBIT "D"
Landscaping Elements

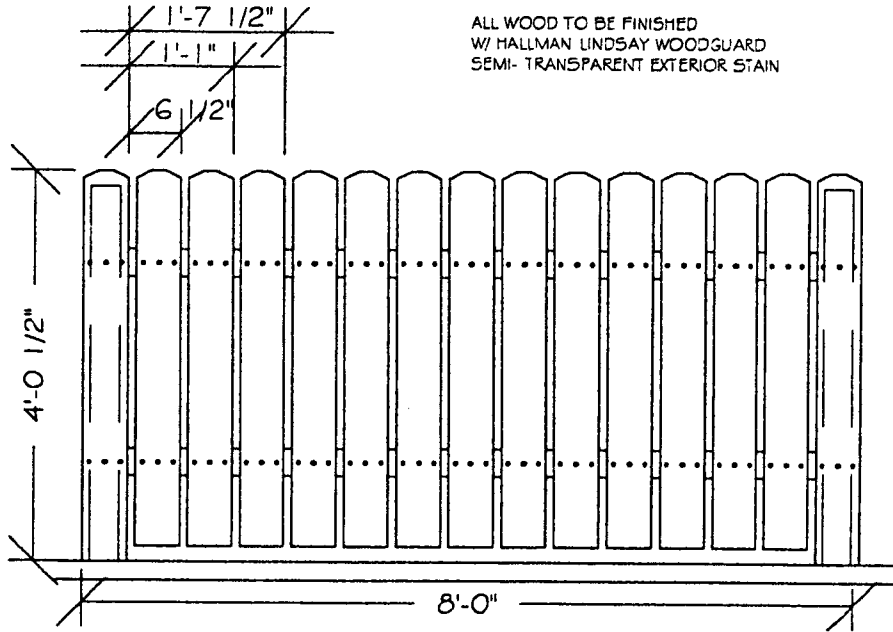
Elements	Point Schedule
A) <i>Small Shade Trees (balled and burlaped)</i> (1.5"-2" caliper at 6" from the roots)	50
B) <i>Medium Shade Trees (balled and burlaped)</i> (2"-3" caliper at 6" from the roots)	100
C) <i>Large Shade Trees (balled and burlaped)</i> (3"-4" caliper at 6" from the roots)	150
D)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

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

Exhibit E1

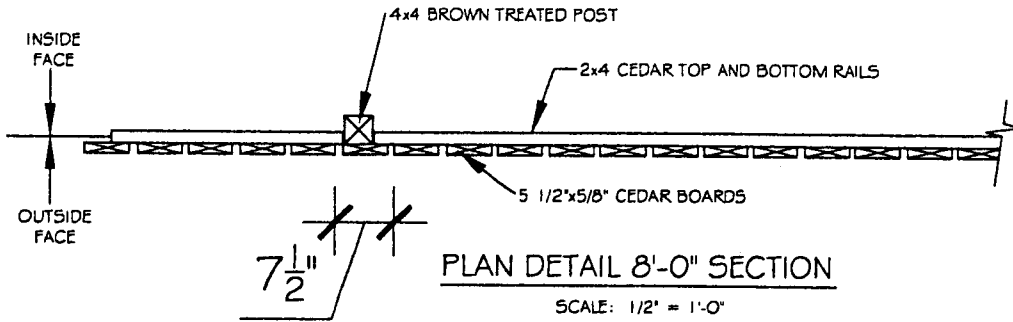
NOTE: 4x4 POSTS TO BE BROWN TREATED WOOD

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



ELEVATION TYPICAL 8'-0" SECTION 6" PICKETS

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



PLAN DETAIL 8'-0" SECTION

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

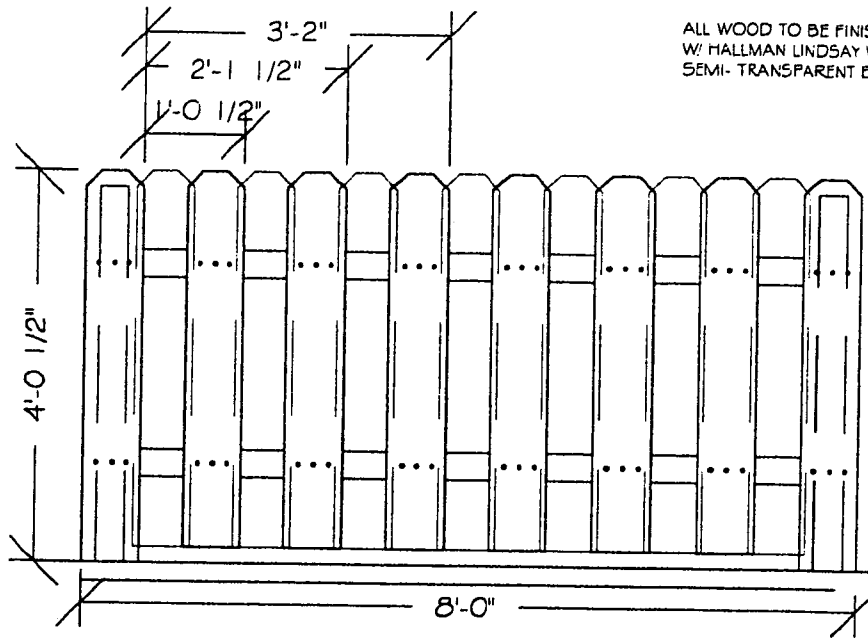
4'0 PICKET FENCE DETAIL

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

Exhibit E2

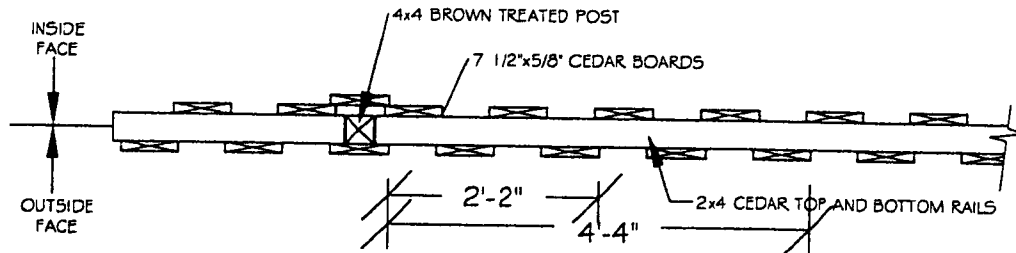
NOTE: 4x4 POSTS TO BE BROWN TREATED WOOD

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



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

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



PLAN DETAIL 8'-0" SECTION

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

4'0 BOARD ON BOARD FENCE DETAIL


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

EXHIBIT F

ARCHITECTURAL REVIEW APPLICATION

1. Owner(s): _____

2. Address: _____

3. Home telephone number: _____

4. Email address: _____

5. General description of alterations being submitted:

6. Estimated starting date: _____

7. Estimated completion date: _____

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

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

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

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

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

Initials _____

Required Exhibits and Supporting Documentation

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

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

NOTICE GIVEN TO OWNERS

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

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

APPLICATION REVIEW

- Approved
- Not Approved
- Approved as noted (see comments)
- 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: _____