

RECORDED
11/13/2018 09:35 AM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
***This document has been
electronically recorded and
returned to the submitter.***

Document No.

**ASPEN WOODS
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

**CITY OF FRANKLIN, MILWAUKEE
COUNTY, WI.**

Drafted by and return to:
Jeff Rosenberg
Veridian Homes
6801 South Towne Drive
Madison, WI 53713

PREAMBLE

See Exhibit "B"
(Parcel Identification Numbers)

This Declaration of Protective Covenants, Conditions and Restrictions (the "Declaration") is made this 9th day of November, 2018, by VH Aspen Woods LLC, a Wisconsin Limited Liability Company (collectively, hereinafter referred to as the "Declarant") and/or their successors and assigns.

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

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

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

WHEREAS, Declarant has thought it desirable for the efficient maintenance and preservation of the values of said Development to create an Association to which should be delegated and assigned the powers of owning, maintaining and administering the Common Property and facilities, as set forth below, 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 has incorporated Aspen Woods Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "**Association**") for such purposes; and

WHEREAS, Developer may proceed with the Development in phases, as further set forth below, with subsequent phases, being made subject to this Declaration, as the same may be amended from time to time, by separate written instrument executed and recorded by the Declarant at a later date.

NOW, THEREFORE, the Declarant declares that the real property 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) Property Subject to Protective Covenants

A) Existing Property. The real property subject to the provisions of these Protective Covenants consists of the plat of Aspen Woods, lying east of 51st St. and south of Puetz Road and consisting of Lots 1-69 and Outlots 1-5 (hereinafter referred to as either, the "Subdivision" or "Aspen Woods". The property is described on Exhibit A, attached hereto and is composed of sixty-nine (69) individual residential lots (hereinafter "Lots").

B) Additional Property. Declarant reserves the right, at any time during the term of these Protective Covenants, to subject other real property (the "Additional Properties") to the provisions of these Protective Covenants and to add the Additional Properties to the Subdivision. The Additional Properties, shall be adjacent to the Subdivision. Developer shall add Additional Properties to the Subdivision by recording with the Register of Deeds for Milwaukee County one or more amendments to this Declaration, with each amendment setting forth the legal description of the Additional Properties thereby added to the Subdivision.

A-2) Definitions.

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

B) "Common Property" includes all those areas located in the Development which are contained within an outlot 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 accessways, traffic calming measures, plantings, landscaping islands or boulevards, which the City of Franklin 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 Veridian Homes Franklin LLC, a Delaware Limited Liability Company and/or its successors and assigns.

D) "Lot" shall mean and refer to individual subdivided lots in Aspen Woods, as described and depicted in Exhibit "A", or as may be subjected to the terms of this Declaration in the future. The Lots described herein are now owned by Declarant, but Declarant in the future intends to convey the Lots 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" as may be amended by the future addition of Additional Property, if any. The term "Subdivision" is synonymous with the term "Development."

A-3) Membership and Voting Rights.

A) **Members.** Declarant has incorporated 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-3(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-5(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-4) **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 residential Lots owned by Declarant, subject at all times to the provisions of section A-3(E) For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit.

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

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 under paragraph A-4(A), above.

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) 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-5) **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 removal including shoveling with particular attention being paid to cross walk ramps and islands, improvements to common areas, upkeep of storm water 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.

3) 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.

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

5) In the event that the Association, the Management Company, and/or any other person or entity then responsible to do so (collectively, the "Association"), fails to maintain the Common Property as required hereunder, the City of Franklin may serve written notice upon the Association and/or upon the Owner(s) of the Property subject to this Declaration, setting forth the manner in which the Association has failed to maintain the Common Property as required, and demanding that such deficiencies be remedied within thirty (30) days thereof. If the deficiencies set forth in the notice shall not be remedied as required, the City, in order to preserve taxable values in the area and to prevent the Common Property from becoming a public nuisance, may enter upon said Common Property to

remedy and maintain same using its own employees or contracting with others, and taking such actions as is necessary in its sole discretion to correct the failure to maintain. Said entry and maintenance shall not vest in the public any rights to use the Common Property except in the event same is voluntarily dedicated to the public and accepted by the City pursuant to law. If the City shall determine that the Association is ready and able to maintain said Common Property as required hereunder, the City shall then cease to maintain said Common Property and give notice thereof to the Association and/or Property Owner(s). If the City shall determine that the Association is not ready or willing or able to maintain said Common Property as required hereunder, the City may, in its discretion, continue to maintain said Common Property. All costs associated with such maintenance and/or corrective action shall be levied as a special charge for current services against all properties, being all the Lots in the Subdivision, benefiting therefrom, according to their Percentage Interests in the Common Property, in accordance with §§ 66.0627 Special Charges for Current Services and Certain Loan Repayments and/or 66.0628 Fees Imposed by a Political Subdivision, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, or as a City special assessment under §§ 66.0701 Special Assessments by Local Ordinance, and 66.0703 Special Assessments, Generally, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, at the City's discretion. The performance of any such work shall not be deemed an act of dedication to the public, nor shall it constitute an assumption by the City of any duty to perform any other or further work. This paragraph may be amended only with the express consent of the City. Nothing contained herein nor any act or omission of the City of Franklin hereunder, shall be construed to create any obligation or liability on the part of the City of Franklin, its agents or designees, whatsoever.

B) Assessments.

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments (“**General Assessments**”) against each Lot beginning January 1, 2019 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 Liabilities of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a Property shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Property conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Declaration in excess of the amount therein set forth.

PART B **CONDITIONS, COVENANTS AND RESTRICTIONS**

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

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

A) Lots 1-69 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 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 and 5 shall be used as stormwater management. The Association will be responsible for the maintenance of the storm water facilities.

C) Outlots 1-5 shall be used as open space and the Association will be responsible for the maintenance of the Outlots.

D) Outlots 1, 2, 3, and 5 are subject to specific conservation easements intended to protect identified wetlands within the easement.

E) Outlot 5 is subject to a neighborhood sign.

F) Lots 1-9 are subject to a landscape bufferyard and the individual owner of the Lot will be responsible for the maintenance.

G) Notice is hereby given that a park area and pedestrian trail system will be located in Outlots 2 5 and shall be maintained by the Association. A paved pedestrian pathway shall be located near the rear property line of Lots 65-66, near the northerly property line of Lot 64 and east of Lot 9.

H) The United States Post Office is requiring the use of cluster box units (CBU) for mail delivery. One CBU shall be located on Outlot 5 between Lots 64 and 65, another will be located on Outlot 2 between Lots 16 and 17.

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

Except as otherwise provided herein, no buildings, signs or other structures incidental to the use of any Outlot, which have not been approved in advance by the Committee, may be constructed on any Outlot.

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

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

B-4) Dwellings and Landscaping. The landscaping to be installed on all Lots must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points as set forth hereafter as described in Exhibit "C", attached hereto and incorporated herein by reference and further described in the Design Guidelines. The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference and further referenced in the Design Guidelines. The structure and the minimum landscaping requirements shall be completed within nine (9) months after issuance of a building permit. Landscape installed by the Declarant may or may not meet the minimum number of required points. All driveways shall be of concrete and shall be installed within nine (9) months after substantial completion of the structure. No outbuilding or accessory building of any nature shall be erected on any Lot. No above-ground swimming pools shall be permitted. All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every fourteen (14) days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with the terms of Section A-5 (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, portable moving and storage containers, mini storage or on-site storage containers (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, trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage

B-6) Easements.

A) No structure, planting, or other materials shall be placed or permitted to remain within any easement 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 Public Drainage and Storm Sewer Easements shall be graded with the construction of each principal structure in accordance with the approved Stormwater Drainage Plan on file with the City Engineer, as amended in accordance with City of Franklin General Ordinances.

C) Utility easements as herein set forth on the Plat are for the use of public and private utilities having the right-of-way to serve the area.

D) Lot 1 may be used as a furnished model.

E) All rights-of-way noted on the Plat of the Development shall be dedicated as permanent public easements of conveyance and shall be improved in accordance with applicable law.

F) Lots 22-32, 38-47 and 65-69 are subject to a public sidewalk in the front. Snow removal on the sidewalk will be the responsibility of the individual homeowner that fronts their portion of their sidewalk, however, the Association will be responsible for maintenance repairs and replacement as the sidewalk benefits the entire neighborhood.

B-7) Slope and Swale Areas.

A) The graded slopes and swales as established by Declarant shall remain as permanent. Within these slopes and swales, no structure, planting or other material shall be placed or

permitted to remain, or other activities undertaken which may damage or interfere with established slope and swale ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slopes and swales of each Lot and all improvements in them shall be maintained continuously by the Owner of a Lot, at the Owner's sole expense, except for those improvements for which a public authority or utility company is responsible.

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

C) Declarant and the City of Franklin 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 Franklin. The Association shall establish procedures by which such decisions can be heard by the Board of Directors and decided by said Board.

B-8) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Lots and/or improvements.

B-9) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

B-10) Signs. No sign of any kind shall be displayed to the public view on any Lot except, one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent or signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant.

B-11) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

B-12) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot.

B-13) Sight Distance at Intersections. No fence, wall, hedge or shrub planting greater than 2.5 feet 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 thirty (30) 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.

B-14) Mailboxes. The United States Postal Service requires the installation of cluster box units and individual mailboxes will no longer be installed. Cluster units serving homes in the neighborhood, will be provided by Declarant at Declarant's sole cost and expense. Damaged or missing mailboxes and posts shall be replaced with a unit identical in all respects with that originally provided, at the sole cost and expense of the Owner(s) causing such damage or the Association. The location and placement of the mailboxes shall be at the sole discretion of the United States Postal Service.

B-15) Improvements Within Easements. Any improvements (for example, fences, dog kennels, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement and is subject to terms and conditions as set forth on the final plat.

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

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

C) Notice is hereby given that as of the date hereof, there is a high tension power line adjacent to the neighborhood.

D) Notice is hereby given that as of the date hereof, there is a high pressure gas line crossing the property.

PART C **ARCHITECTURAL CONTROL COMMITTEE**

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

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

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

C-2) Architectural Control. No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete Architectural Review Application (“**Application**”). 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. The Application can be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources (located on the top toolbar), select Architectural Control Committee and select the appropriate application for your request.

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

C-4) Procedure.

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

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

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

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

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

F) The owner of a Lot shall submit Plans and Specifications to the Committee at the earlier of (i) at least fifteen (15) days prior to the time that such Plans and Specifications are submitted to the Building Inspector at the City of Franklin for approval, or (ii) thirty (30) days prior to commencement of construction of the dwelling unit or any improvement. Plans and Specifications must comply with the standards set forth in Section D herein and must be approved by the Committee in writing prior to any application for a building permit to the City of Franklin, and before any construction or alteration of any improvement may be commenced on any Lot. Upon request of the Lot Owner, the Committee shall issue a written receipt for the Plans and Specifications submitted by or on behalf of the Lot Owner, showing the date of submission.

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

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

Aspen Woods Homeowners Association, Inc.
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713
acc@veridianhomes.com

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

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	Saltbox
Prairie	Shingle	Traditional	Classical	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 Village zoning or Architectural Review Board is more restrictive, such requirements will govern.

B) Unit Size and Setbacks.

1) Unit Size. The total minimum finished living area of a one (1) story dwelling unit shall be 1,700 square feet and for a two (2) story dwelling, the total minimum dwelling unit shall be 2,000 square feet.

2) Setbacks. The required minimum building setbacks are shown on the plat (front yard is thirty five feet (35'), interior side yard is ten feet (10') and rear yard is thirty feet (30') and corner side yard is twenty five feet (25').

C) Front Porch. Usable front porches are encouraged as both visual and functional design elements. A usable open front porch is defined as having a minimum depth of 6'-0", and a minimum width of 8'-0".

1) 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 compatible with the design of the column posts. Porch columns and railings shall be painted to match the trim color of the house.

D) Attached Garage.

1) There shall be a minimum of a two (2) car, 20' x 20' garage per dwelling unit.

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

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

4) Tandem, split or side entry garages are encouraged for three (3) or four (4) car garages. For three (3) car front entry garages, the third stall must have a minimum setback of the greater of 2' from the two-car garage line or as required by compatible roof design. Overall garage width must comply with zoning and design guideline standards.

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

E) 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.

2) Window wrap or shutters and window grids are required on all elevations. Gable vents, minimum 5½" horizontal 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 approved by the Architectural Control Committee 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 minimum 3½" wood or composite as approved by the Architectural Control Committee 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.

F) Roof/Facias/Soffits/Eaves.

1) Roof Standards:

- a) Roof design must be consistent with the overall architectural style of the home. Roof forms and pitches as established on individual styles may not be altered without approval by the Architectural Control Committee.
- b) Roof material shall be Owens Corning Oakridge 30 architectural shingle or equal and in colors as approved by the Architectural Control Committee. Rubber roofing is allowed on flat roof areas and metal roofing is allowed on feature elements.
- c) Use of an eyebrow roof or projecting gable is required at brick walls not extending into a gable are encouraged, as appropriate, at double gable returns and porch column caps.
- d) Hip roof design, porches or other elements deemed appropriate by the Architectural Control Committee may be used in lieu of specific gable requirements.

2) Fascia, Soffit and Eave Standards:

- a) Fascia shall be 8" minimum aluminum with colors as approved by the Architectural Control Committee, wood or composite material may be used when appropriate to the architectural style.
- b) Aluminum soffit and eave color shall match fascia.
- c) A minimum 12" overhang is required at typical eaves and gable ends. However, 6" is allowable with projections less than 6'-0" in width, such as the fireplace chase and a small bay window, and beyond structure line at open porches. Larger overhangs may be required as appropriate to the architectural style.

G) Exterior Wall Surfaces.

1) Siding material shall be composite material as approved by the Architectural Control Committee. Shingle or vertical board and batten siding is encouraged for accent areas appropriate to the style of the home. Colors shall be approved by the Architectural Control Committee.

2) Windows may be vinyl; vinyl clad, aluminum clad or wood with colors as approved by the Architectural Control Committee.

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

4) Any elevations facing public streets or spaces shall have a minimum of three (3) windows with wrap trim or shutters and window grills and one gable trim detail as appropriate.

5) The use of brick or stone is encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, a soldier course window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must terminate at an inside corner.

6) Brick or stone material and color selections shall be as approved by the Committee and harmonious with overall neighborhood palette, as well as with the specific home design and be used consistently on all elevations.

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. All fence material shall be constructed of vinyl. Zoning approval and/or building permit from the City of Franklin may be required to construct fencing. Committee approval does not supersede the need for any municipal approvals or permits.

1) Fencing must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, Exhibit E.

- 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 color by PlyGem Fence/Railing of Sandstone is the only color permitted.

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 shall be placed a minimum of 6 inches from the property line (approximately 1 foot from sidewalk),

unless further restricted by Village ordinance.

- 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. Zoning approval and/or building permit from the City of Franklin may be required to construct a deck. Committee approval does not supersede the need for any municipal approvals or permits.

- 1) Appropriate deck design shall incorporate the following criteria:
 - a) Deck(s) shall be proportionate in size to the footprint of the dwelling
 - b) Deck(s) shall be proportionate in length and width
 - c) Deck(s) shall not project past the rear or side yard setbacks
 - 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.

Zoning approval and/or building permit from the City of Franklin may be required to construct kennels/runs and fencing. Committee approval does not supersede the need for any municipal approvals or permits.

- 1) Fencing surrounding kennel or run must consist of vinyl.

- 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 color by PlyGem Fence/Railing of Sandstone is the only color permitted.
- 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) Accessory Outbuildings. No outbuilding, shed or accessory building of any nature shall be erected on any Lot.

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

- 1) Appropriate antennae or satellite dish placement:
- a) Only one antennae or satellite dish shall be allowed per lot.
 - b) The location of the satellite dish can be any of the following and

shall not be visible from the curb directly in front of the home:

1. On a pole in the backyard and located close to the home.
2. Attached to the deck.
3. On the rear roof line of the home.
 - a. A satellite dish shall not project past the uppermost roof ridgeline. This method is not recommended by the Committee as you may have water infiltration issues if the dish is not properly installed and roof repairs may not be covered under the applicable roof warranty.

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 be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots. Uniform post lights specified by the Declarant shall be installed on the Lot at the time of finished grading of the yard at a location specified by the Declarant. Each post light shall be connected to an electrical power source at the time of installation and shall be maintained in a clean and operating condition at all times thereafter, provided, however, that post lights shall weather naturally and therefore shall not be painted or stained. Any replacement of such post lights shall be accomplished by the Lot Owner, and only with a post light of the same specifications, height and appearance and in the same location as the original post. The post light specified by the Declarant is equipped with a photoelectric sensor for automatic use from dusk to dawn, therefore, no Lot Owner may install a turn-off switch for the post light. It is the Owner's responsibility to maintain the lights so that they are always operational.

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

PART E
GENERAL PROVISIONS

E-1) Term. This Declaration shall run with the Property and Common Property, and shall be binding on Declarant and all Owners 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 Owners 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 Developer shall own any Lots in the Development, ("Lot"). Developer reserves the right to submit some or all of said Lots as a site for the Parade of Home Metropolitan 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 Metropolitan Builders Association to hold its Parade in this Development pursuant to the then current Parade Rules and Checklist of the Metropolitan Builders Association. All purchasers of Lots, and/or their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration of Protective Covenants, Conditions and Restrictions by the Developer, the Metropolitan Builders Association, or any of the builders or participants in the Parade for the period of the Parade as set forth above, including the closing of any public or private streets in the Parade area. All Lot owners appoint the Developer their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade.

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

E-7) Notices.

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

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

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

E-8) Amendment and Release. At any time until Declarant conveys all of the Lots which comprise the entire Property, or turns control of the Association over to its Members, whichever occurs first, Declarant may modify or amend this Declaration, or alter or grant variances to the terms hereof, without the consent of any Member, Owner or Occupant, their Mortgagees or any other party, including the Association and its Board of Directors. Except as provided in Section A-5 (A)(5), above, these restrictions or any part thereof may be cancelled, released or amended in writing as to the entire Plat or any part thereof by the Declarant at any time until Declarant conveys all of the Lots or until the Declarant turns over control to the Committee, whichever comes first. After the Declarant has sold all of the Lots or otherwise released or assigned its right to enforce this Declaration, then this Declaration or any part thereof may be released, cancelled, amended or waived hereof in accordance with the provisions of Section E-1, above.

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.

IN WITNESS WHEREOF, the said VH Aspen Woods LLC, a Wisconsin Limited Liability Company has caused these presents to be signed and sealed this 4 day of November, 2018.

VH Aspen Woods LLC

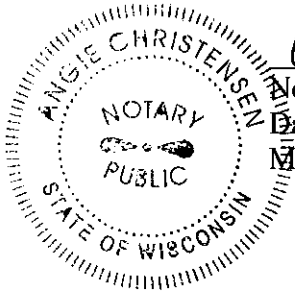
By: 

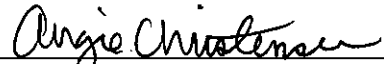
David Simon, Authorized Officer and Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 4 day of November, 2018, David Simon an officer of VH Aspen Woods LLC, a Delaware Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.





Notary Public
Dane County, Wisconsin
My Commission Expires: May 1, 2020

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, hereby consents to the forgoing Declaration of Conditions, Covenants and Restrictions for the Plat of Aspen Woods.

Dated at Madison, Wisconsin this 2nd day of November, 2018

By: [Signature]

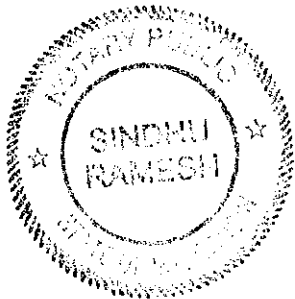
Print Name: STEVE SOSNOWSKI

Print Title: SA VICE PRESIDENT, ASSOCIATED BANK

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this 2nd day of November, 2018, the above named STEVE SOSNOWSKI, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



[Signature]

SINDHU RAMESH
Print Name:
Notary Public, State of Wisconsin
My Commission Expires: 07/06/20

Exhibit "A"

Description of Aspen Woods

Lots 1-69, Outlots 1-5, Aspen Woods, City of Franklin, Milwaukee County, Wisconsin

Exhibit "B"
Lots in Aspen Woods

Lot #	Tax ID Number	Address
1		4920 W. Blazing Star Road
2		4842 W. Blazing Star Road
3		4818 W. Blazing Star Road
4		4784 W. Blazing Star Road
5		4756 W. Blazing Star Road
6		4730 W. Blazing Star Road
7		4654 W. Blazing Star Road
8		4630 W. Blazing Star Road
9		4598 W. Blazing Star Road
10		8734 S. Shady Leaf Lane
11		8752 S. Shady Leaf Lane
12		8766 S. Shady Leaf Lane
13		8774 S. Shady Leaf Lane
14		8790 S. Shady Leaf Lane
15		8808 S. Shady Leaf Lane
16		8826 S. Shady Leaf Lane
17		4571 W. Rustic Summit Pass
18		4597 W. Rustic Summit Pass
19		4629 W. Rustic Summit Pass
20		4655 W. Rustic Summit Pass
21		4683 W. Rustic Summit Pass
22		4680 W. Rustic Summit Pass or 8854 S. 47th Court
23		4658 W. Rustic Summit Pass
24		4622 W. Rustic Summit Pass or 8855 S. Shady Leaf Lane
25		8829 S. Shady Leaf Lane
26		8813 S. Shady Leaf Lane
27		8797 S. Shady Leaf Lane
28		8781 S. Shady Leaf Lane
29		8769 S. Shady Leaf Lane
30		8755 S. Shady Leaf Lane
31		8739 S. Shady Leaf Lane or 4623 W. Blazing Star Road
32		4669 W. Blazing Star Road or 8738 S. Bell Meadow Court
33		8750 S. Bell Meadow Court
34		8764 S. Bell Meadow Court
35		8770 S. Bell Meadow Court

36		8765 S. Bell Meadow Court
37		8747 S. Bell Meadow Court
38		8735 S. Bell Meadow Court or 4725 W. Blazing Star Road
39		4761 W. Blazing Star Road or 8740 S. Buckhorn Grove Way
40		8756 S. Buckhorn Grove Way
41		8774 S. Buckhorn Grove Way
42		8790 S. Buckhorn Grove Way
43		8808 S. Buckhorn Grove Way
44		8822 S. Buckhorn Grove Way
45		8836 S. Buckhorn Grove Way
46		8852 S. Buckhorn Grove Way or 4770 W. Rustic Summit Pass
47		4770 W. Rustic Summit Pass or 8851 S. 47 th Court
48		8837 S. 47 th Court
49		8818 S. 47 th Court
50		8824 S. 47 th Court
51		8838 S. 47 th Court
52		4711 W. Rustic Summit Pass or 8881 47 th Street
53		4739 W. Rustic Summit Pass
54		4767 W. Rustic Summit Pass
55		4791 W. Rustic Summit Pass or 4791 W. Bear Claw Court
56		4819 W. Bear Claw Court
57		4845 W. Bear Claw Court
58		4822 W. Bear Claw Court
59		4798 W. Bear Claw Court or 8847 S. Buckhorn Grove Way
60		8831 S. Buckhorn Grove Way
61		8817 S. Buckhorn Grove Way
62		8805 S. Buckhorn Grove Way
63		8789 S. Buckhorn Grove Way
64		8773 S. Buckhorn Grove Way
65		8745 S. Buckhorn Grove Way or 4827 W. Blazing Star Road
66		4855 W. Blazing Star Road
67		4883 W. Blazing Star Road
68		4911 W. Blazing Star Road
69		4939 W. Blazing Star Road

Outlot #	Tax ID Number
1	
2	

3	
4	
5	

EXHIBIT "C"

Total Minimum Points for Landscaping

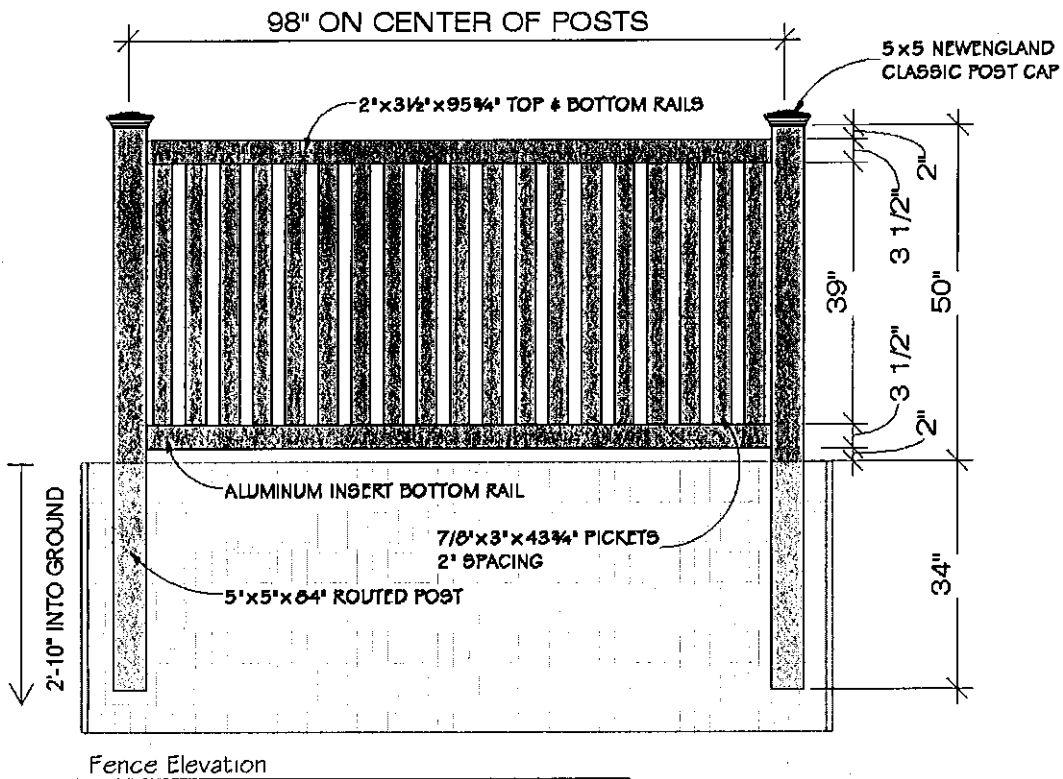
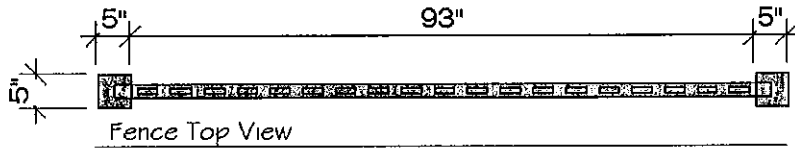
Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
1-69	350	500

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 E



NOTE:

MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

- FENCE MUST BE VINYL
- VINYL COLOR: "SANDSTONE"
- FENCE STYLE IS A PLYGEM PRODUCT (STRATFORD)

- CUSTOM BUILT ON THE JOBSITE
- INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS



6801 South Towne Drive
 Madison, WI 53713
 Phone 608.226.3100
 Fax 608.226.0600