

Document No.

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
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Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 12

**JUNIPER RIDGE  
FIRST AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**VILLAGE OF MCFARLAND, DANE  
COUNTY, WI.**

(RE: THE REAL PROPERTY DESCRIBED IN EXHIBIT "A"  
ATTACHED HERETO AND INCORPORATED HEREIN BY  
REFERENCE)

Return to:  
Angie Christensen  
Veridian Homes  
6801 South Towne Drive  
Madison, WI 53713

**PREAMBLE**

See Exhibit "B"  
(Parcel Identification Numbers)

This is the First Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions dated July 10, 2015, recorded August 7, 2015 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5175110, (the "**Declaration**"). This Amendment is made by MREC VH Juniper Ridge LLC, a Delaware Limited Liability Company (hereinafter referred to as the "**Declarant**") and VH Juniper Ridge, LLC, a Wisconsin limited liability company ("**VH JR**" or "**Owner**").

- 1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.
- 2) **Land Use and Building Type.**
  - 1) Section B-2)E is hereby added and shall read as follows:
    - "1) *Lease Requirements.* An Owner may rent its dwelling by written Lease (a "**Lease**"), provided that
      - a) The term of any such Lease shall not be less than six (6) months;

- b) The Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed Lease, and the written approval for any proposed extension of the Lease; and
- c) The Lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the Lease is subject and subordinate to those instruments; and
- d) The Lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the Owner and the tenant specifying the violation.

2) *Standard for Approval of Lease and Tenant.* The Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the Lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the Owner, the tenant or tenant's guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by Owner, the tenant or its invitees or guests of any part of the Lot in a manner offensive or objectionable to the Association or other occupants of the Property by reason of noise, odors, vibrations, or nuisance.

3) *Violations / Remedies.*

a) During the term of any Lease of all or any part of a Lot, each Owner of such Lot shall remain liable for the compliance of the Lot, such Owner and all tenants of the Lot with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Lot. The Association may require that a copy of each Lease of all or any part of a Lot be filed with the Association.

b) In the event that an Owner leases out its dwelling or any portion of its Lot in violation of this provision, the Association may impose a daily fine up to the greater of (i) an amount equal to the daily rental amount being charged by Owner to its tenant and (ii) \$100 (this daily fine shall be adjusted up every five years by 5%).

a) In addition to any fines imposed under this Section, the Owner shall reimburse the Association for all costs incurred by the Association, including attorneys' fees, incurred to enforce this Section, any action the Association takes under this Section B-2)E against Owner or Owner's tenant, and to collect any outstanding amounts owed by Owner to the Association."

3) **Dwellings and Landscaping.**

a) Section B-4 is amended to include the following additional provision: "Lots 64 and 87-89 are subject to a 30' wide planting strip and easement for maintenance. The Association shall maintain the trees and shrubs within the 30' wide planting strip area in healthy condition and shall keep the 30' wide planting strip mowed on a regular basis. Fences shall not be

allowed within the 30' wide planting strip. No further plants may be installed in the 30' wide planting strip without prior written permission of the Association."

4) **Easements.**

a) Section B-7)F is hereby added as follows: "Lots 95 and 96 shall have a 10' shared (5' on each property) and 15' deep private storm sewer easement along the adjoining side yard which shall be maintained (necessary repair or replacement only) by the Association. This area shall be mowed by the homeowner. If the Association damages any part of the Property, the Association shall restore the Property to substantially and materially the same condition as existed prior to the event giving rise to such damage. There will be an inlet on the property line near the sidewalk which is intended to collect water from the adjoining homesites. This inlet will need to be free of grass, trees and other debris to work as intended. Fences will be permitted, however, the sewer pipe must be located prior to fence installation as not to damage pipe."

b) Section B-7)G is hereby added as follows: "**Temporary Construction Easement.** Each Lot which has been made subject to this Declaration (for the purposes of this paragraph each Lot described herein shall be referred to as the "**Primary Lot**") is hereby made subject to a temporary, non-exclusive easement over, under, upon, across and through so much of the side yards of the Primary Lot as may be necessary for the safe and code compliant construction of a basement, including but not limited to footings, foundation and basement walls, on the adjoining Lot (the "**Adjoining Lot**"). The purpose of this Temporary Construction Easement is to permit Declarant to adequately slope and provide lateral support to the walls of the basement excavation in question so as to protect against cave-ins and loss of lateral support, and it shall be broadly construed to effectuate such purpose. This Temporary Construction Easement shall remain in effect for so long as it is needed to permit construction of the basement on the Adjoining Lot in a safe and code compliant manner. After completion, Declarant shall backfill the excavated area, compact such backfill in accordance with good construction practices, and restore the area affected by this easement to the condition existing immediately preceding the excavation, including replacement of sod, trees, shrubs and other landscaping, at no expense to the Owner of the Adjoining Lot (collectively "**Restoration**"). This Temporary Construction Easement shall, without further notice, terminate upon completion of said Restoration."

c) Section B-7)H is hereby added with the following: "Certain Lots will feature grouped mailboxes (CBU-cluster box units). There will be a recorded Multi-User Mailbox Easement for such Lots. The selected Lots for the CBU's will be determined by phase as constructed and will be noted in the Neighborhood Disclosure Addendum A to be received by Buyer at the time a Sales Contract is signed, subject to modification by the United States Postal Service from time to time."

5) **Section B-16** is hereby modified with the following: "**Mailboxes and posts.** Mailboxes and posts serving some homes in the neighborhood, whether individual or multi-gang, will be provided by Declarant at Declarant's sole cost and expense. Damaged or missing mailboxes and posts shall be replaced with a mailbox and post identical in all respects with that originally provided, at the sole cost and expense of the Owner(s), however, the Owner should contact the United States Postal Service or City prior to replacement as regulations may have changed. Based on new, recently adopted requirements of the United States Postal Service, areas of this neighborhood will receive mail by using

CBU's (cluster box units) instead of curb side mailboxes on newly constructed homesites and will be maintained by the Association. These new requirements will phase out curb side mailboxes nationwide solely at the Postal Service's discretion."

6) **Membership.** Section C-1) is hereby modified with the following: "The Committee is composed of the following persons, who are also the initial Directors of the Association:

David P. Simon                      6801 South Towne Drive  
Madison, WI 53713

Karen Simon Dreyer                6801 South Towne Drive  
Madison, WI 53713

William F. Bublitz                 6801 South Towne Drive  
Madison, WI 53713"

All other terms of Section C-1, shall remain unchanged.

7) **Fences.**

a) Section D-2)A is hereby deleted in its entirety and replaced with the following: "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 Village of McFarland may be required to construct fencing. Committee approval does not supersede the need for any municipal approvals or permits."

b) Section D-2)A)1 is hereby deleted in its entirety and replaced with the following: "1) Fencing must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, depicted in Exhibit "C".

c) Section D-2)A)1)d is hereby deleted in its entirety and replaced with the following: "d) Fencing color by Ply Gem Fence/Railing of Almond is the only color allowed for vinyl material."

8) **Kennel/Runs.**

a) Section D-2)C)1 is hereby deleted in its entirety and replaced with the following: "1) Fencing must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, depicted in Exhibit "C"."

b) Section D-2)C)1)d is hereby deleted in its entirety and replaced with the following: "d) Fencing color by Ply Gem Fence/Railing of Almond is the only color allowed for vinyl material."

9) **Exhibit "C".** Exhibit "C" is attached to and made part of the Declaration.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the said MREC VH Juniper Ridge LLC a Delaware Limited Liability Company, and VH Juniper Ridge, LLC, a Wisconsin Limited Liability Company, have caused these presents to be signed and sealed as of the 14 day of October, 2019.

MREC VH Juniper Ridge LLC  
By: VH Juniper Ridge LLC, Member and Project  
Manager

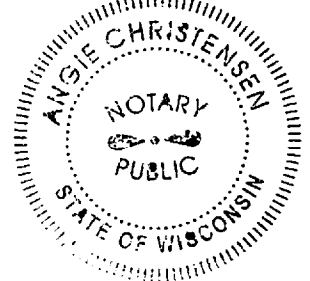
By: *David Simon*  
David Simon, Authorized Officer and Signatory

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss  
COUNTY OF DANE        )

Personally came before me this 14 day of October, 2019, David Simon the Authorized Officer and Signatory of VH Juniper Ridge 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.

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



VH Juniper Ridge, LLC  
By: VH Holdings, LLC, Its Sole Member

By: *David Simon*

Print Name: David Simon

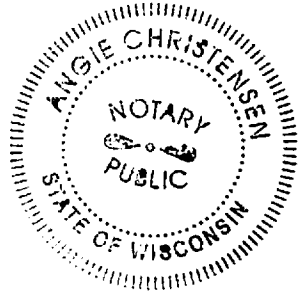
Print Title: Authorized Officer

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss  
COUNTY OF DANE        )

Personally came before me this 14 day of October, 2019, David Simon the Authorized Officer of VH Juniper Ridge LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

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



**THIS DOCUMENT DRAFTED BY:**  
Atty. Gregory J. Paradise  
Mohs Widder Paradise



**Exhibit "A"**

**Description of Juniper Ridge Lots**

Lots 1-193, Outlots 1-5, Juniper Ridge, Village of McFarland, Dane County, Wisconsin



## Exhibit "B"

Lot #	Tax ID Number	Address
1	0710-354-4001-1	5531 Holscher Road
2	0710-354-4012-1	5521 Holscher Road
3	0710-354-4023-1	5511 Holscher Road
4	0710-354-4034-1	6003 Little Bluestem Drive
5	0710-354-4045-1	6015 Little Bluestem Drive
6	0710-354-4056-1	6027 Little Bluestem Drive
7	0710-354-4067-1	6039 Little Bluestem Drive
8	0710-354-4078-1	6051 Little Bluestem Drive
9	0710-354-4089-1	6063 Little Bluestem Drive
10	0710-354-4100-1	6075 Pine Ridge Way
11	0710-354-4111-1	6087 Pine Ridge Way
12	0710-354-4122-1	6099 Pine Ridge Way
13	0710-354-4133-1	5500 North Peninsula Way
14	0710-354-4144-1	5510 N Peninsula Way
15	0710-354-4155-1	5520 N Peninsula Way
16	0710-354-4166-1	5530 N Peninsula Way
17	0710-354-4177-1	5540 N Peninsula Way
18	0710-354-4188-1	5550 N Peninsula Way
19	0710-354-4199-1	5560 N Peninsula Way
20	0710-354-4210-1	5565 N Peninsula Way
21	0710-354-4221-1	5555 N Peninsula Way
22	0710-354-4232-1	5545 N Peninsula Way
23	0710-354-4243-1	5535 N Peninsula Way
24	0710-354-4254-1	5521 N Peninsula Way
25	0710-354-4265-1	6121 Pine Ridge Way
26	0710-354-4276-1	6131 Pine Ridge Way
27	0710-354-4287-1	6141 Pine Ridge Way
28	0710-354-4298-1	6151 Pine Ridge Way
29	0710-354-4309-1	6161 Pine Ridge Way
30	0710-354-4320-1	6171 Pine Ridge Way
31	0710-354-4331-1	6181 Pine Ridge Way
32	0710-354-4342-1	6191 Pine Ridge Way
33	0710-354-4353-1	6182 Pine Ridge Way
34	0710-354-4364-1	6172 Pine Ridge Way
35	0710-354-4375-1	6162 Pine Ridge Way
36	0710-354-4386-1	6142 Pine Ridge Way
37	0710-354-4397-1	6132 Pine Ridge Way
38	0710-354-4408-1	6122 Pine Ridge Way
39	0710-354-4419-1	5477 North Peninsula Way

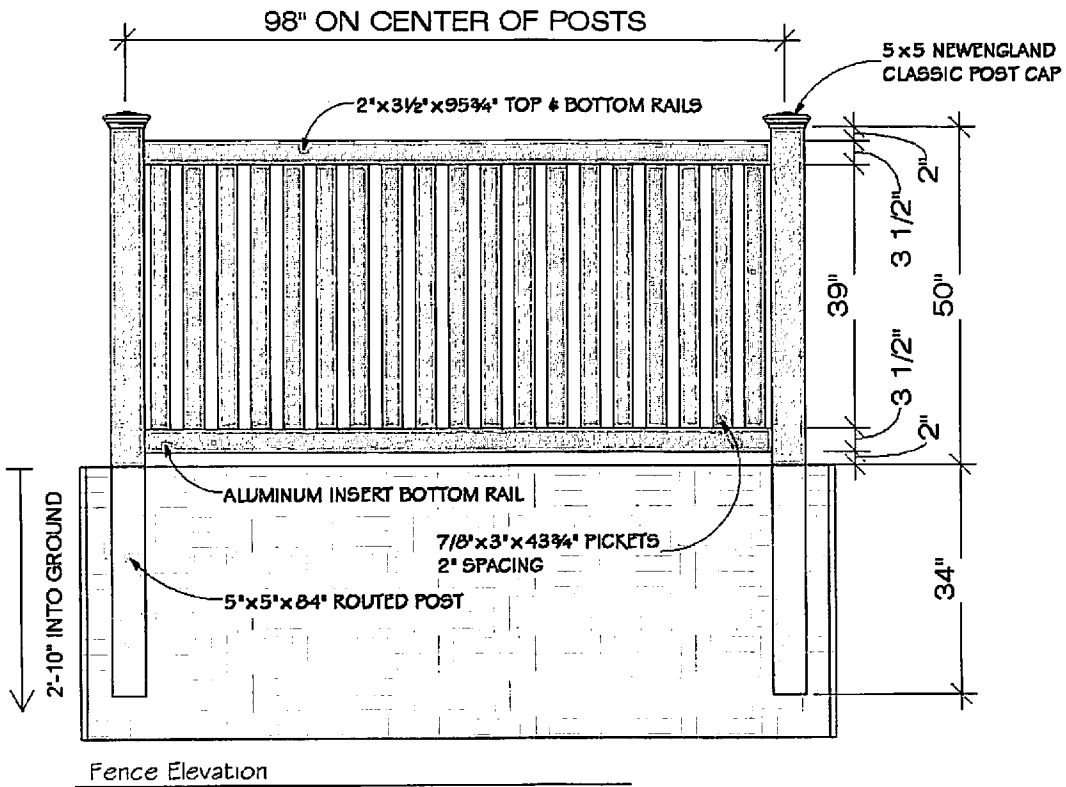
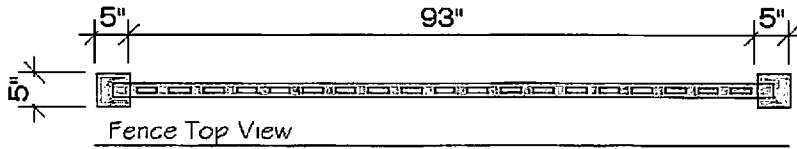
Lot #	Tax ID Number	Address
40	0710-354-4430-1	5457 North Peninsula Way
41	0710-354-4441-1	5437 North Peninsula Way
42	0710-354-4452-1	5417 North Peninsula Way
43	0710-354-4463-1	5383 North Peninsula Way
44	0710-354-4474-1	5373 North Peninsula Way
45	0710-354-4485-1	5363 North Peninsula Way
46	0710-354-4496-1	5353 N Peninsula Way
47	0710-354-4507-1	5343 N Peninsula Way
48	0710-354-4518-1	5333 N Peninsula Way
49	0710-354-2009-1	5323 N Peninsula Way
50	0710-354-2020-1	5313 N Peninsula Way
51	0710-354-2031-1	5303 N Peninsula Way
52	0710-354-2042-1	5285 N Peninsula Way
53	0710-354-2053-1	5265 N Peninsula Way
54	0710-354-2064-1	5245 N Peninsula Way
55	0710-354-2075-1	5225 N Peninsula Way
56	0710-354-2086-1	5199 Wild Rye Ct
57	0710-354-2097-1	5187 Wild Rye Ct
58	0710-354-2108-1	5175 Wild Rye Ct
59	0710-354-2119-1	5163 Wild Rye Ct
60	0710-354-2130-1	5151 Wild Rye Ct
61	0710-354-2141-1	5139 Wild Rye Ct
62	0710-354-2152-1	5027 Wild Rye Ct
63	0710-354-2163-1	5015 Wild Rye Ct
64	0710-354-2174-1	5003 Wild Rye Ct
65	0710-354-2185-1	5149 Wild Rye Ct
66	0710-354-2196-1	5150 Wild Rye Ct
67	0710-354-2207-1	5160 Wild Rye Ct
68	0710-354-2218-1	5170 Wild Rye Ct
69	0710-354-2229-1	5810 Wild Rye Ct
70	0710-354-2240-1	5190 Wild Rye Ct
71	0710-354-2251-1	5240 Wild Rye Ct
72	0710-354-2262-1	5260 Wild Rye Ct
73	0710-354-2273-1	5280 N Peninsula Way 6190 E Red Oak Trl
74	0710-354-2284-1	6170 E Red Oak Trl
75	0710-354-2295-1	6150 E Red Oak Trl
76	0710-354-2306-1	5271 Lodgecliffe Ln
77	0710-354-2317-1	5251 Lodgecliffe Ln
78	0710-354-2328-1	5231 Lodgecliffe Ln

Lot #	Tax ID Number	Address
79	0710-354-2339-1	5199 Lodgecliffe Ln
80	0710-354-2350-1	5179 Lodgecliffe Ln
81	0710-354-2361-1	5159 Lodgecliffe Ln
82	0710-354-2372-1	5139 Lodgecliffe Ln
83	0710-354-2383-1	5119 Lodgecliffe Ln
84	0710-354-2394-1	5081 Lodgecliffe Ln
85	0710-354-2405-1	5061 Lodgecliffe Ln
86	0710-354-2416-1	5041 Lodgecliffe Ln
87	0710-354-2427-1	5021 Lodgecliffe Ln
88	0710-354-2438-1	5020 Frost Aster Ct
89	0710-354-2449-1	5040 Frost Aster Ct
90	0710-354-2460-1	5060 Frost Aster Ct
91	0710-354-2471-1	5080 Frost Aster Ct
92	0710-354-2482-1	5170 Lodgecliffe Ln
93	0710-354-2493-1	5180 Lodgecliffe Ln
94	0710-354-2504-1	5190 Lodgecliffe Ln
95	0710-354-2515-1	5224 Lodgecliffe Ln
96	0710-354-2526-1	6084 E Red Oak Trl
97	0710-354-2537-1	6072 E Red Oak Trl
98	0710-354-2548-1	6060 E Red Oak Trl
99	0710-354-2559-1	6048 E Red Oak Trl
100	0710-354-2570-1	6036 E Red Oak Trl
101	0710-354-2581-1	6024 E Red Oak Trl
102	0710-354-2592-1	6012 E Red Oak Trl
103	0710-354-2603-1	6000 E Red Oak Trl
104	0710-354-2614-1	6001 E Red Oak Trl
105	0710-354-2625-1	6015 E Red Oak Trl
106	0710-354-2636-1	6019 Meadow Grass Ct
107	0710-354-2647-1	6021 Meadow Grass Ct
108	0710-354-2658-1	6023 Meadow Grass Ct
109	0710-354-2669-1	6025 Meadow Grass Ct
110	0710-354-2680-1	6029 E Red Oak Trl
111	0710-354-2691-1	6043 E Red Oak Trl
112	0710-354-2702-1	6057 E Red Oak Trl
113	0710-354-2713-1	6071 E Red Oak Trl
114	0710-354-2724-1	6085 E Red Oak Trl
115	0710-354-2735-1	6111 E Red Oak Trl
116	0710-354-2746-1	6135 E Red Oak Trl
117	0710-354-2757-1	6163 E Red Oak Trl
118	0710-354-2768-1	6177 E Red Oak Trl
119	0710-354-2779-1	5302 N Peninsula Way

Lot #	Tax ID Number	Address
120	0710-354-2790-1	5314 N Peninsula Way
121	0710-354-2801-1	5326 N Peninsula Way
122	0710-354-4532-1	5338 N Peninsula Way
123	0710-354-4543-1	5350 N Peninsula Way
124	0710-354-4554-1	5362 North Peninsula Way
125	0710-354-4565-1	5374 North Peninsula Way
126	0710-354-4576-1	5386 North Peninsula Way
127	0710-354-4587-1	5418 North Peninsula Way
128	0710-354-4598-1	5438 North Peninsula Way
129	0710-354-4609-1	5458 North Peninsula Way
130	0710-354-4620-1	5478 North Peninsula Way
131	0710-354-4631-1	5498 North Peninsula Way
132	0710-354-4642-1	6080 East Linden Parkway
133	0710-354-4653-1	6074 East Linden Parkway
134	0710-354-4664-1	6068 East Linden Parkway
135	0710-354-4675-1	6062 East Linden Parkway
136	0710-354-4686-1	6056 East Linden Parkway
137	0710-354-2827-1	6050 East Linden Parkway
138	0710-354-2838-1	6044 East Linden Parkway
139	0710-354-2849-1	6038 East Linden Parkway
140	0710-354-2860-1	6032 East Linden Parkway
141	0710-354-2871-1	6026 East Linden Parkway
142	0710-354-2882-1	6020 East Linden Parkway
143	0710-354-2893-1	6014 East Linden Parkway
144	0710-354-2904-1	6008 East Linden Parkway
145	0710-354-2915-1	6002 East Linden Parkway
146	0710-354-2926-1	6001 East Linden Parkway
147	0710-354-2937-1	6009 East Linden Parkway
148	0710-354-2948-1	6015 East Linden Parkway
149	0710-354-4709-1	5314 Little Bluestem Drive
150	0710-354-4720-1	5328 Little Bluestem Drive
151	0710-354-4731-1	5342 Little Bluestem Drive
152	0710-354-4742-1	5356 Little Bluestem Drive
153	0710-354-4753-1	5370 Little Bluestem Drive
154	0710-354-4764-1	5384 Little Bluestem Drive
155	0710-354-4775-1	5402 Little Bluestem Drive
156	0710-354-4786-1	5416 Little Bluestem Drive
157	0710-354-4797-1	5430 Little Bluestem Drive
158	0710-354-4808-1	6062 Little Bluestem Drive
159	0710-354-4819-1	6050 Little Bluestem Drive
160	0710-354-4830-1	6038 Little Bluestem Drive

<b>Lot #</b>	<b>Tax ID Number</b>	<b>Address</b>
161	0710-354-4841-1	6026 Little Bluestem Drive
162	0710-354-4852-1	6014 Little Bluestem Drive
163	0710-354-4863-1	6002 Little Bluestem Drive
164	0710-354-4874-1	5473 Holscher Rd
165	0710-354-4885-1	5459 Holscher Rd
166	0710-354-4896-1	5445 Holscher Rd
167	0710-354-4907-1	5431 Holscher Rd
168	0710-354-4918-1	5417 Holscher Rd
169	0710-354-4929-1	5403 Holscher Rd
170	0710-354-4940-1	5385 Holscher Rd
171	0710-354-4951-1	5371 Holscher Rd
172	0710-354-4962-1	5357 Holscher Rd
173	0710-354-4973-1	5343 Holscher Rd
174	0710-354-4984-1	5329 Holscher Rd
175	0710-354-4995-1	5315 Holscher Rd
176	0710-354-2966-1	6027 East Linden Parkway
177	0710-354-2977-1	6039 East Linden Parkway
178	0710-354-5018-1	6051 East Linden Parkway
179	0710-354-5029-1	6063 East Linden Parkway
180	0710-354-5040-1	6069 East Linden Parkway
181	0710-354-5051-1	6075 East Linden Parkway
182	0710-354-5062-1	6081 East Linden Parkway
183	0710-354-5073-1	6089 East Linden Parkway
184	0710-354-5084-1	6098 Pine Ridge Way
185	0710-354-5095-1	6086 Pine Ridge Way
186	0710-354-5106-1	6074 Pine Ridge Way
187	0710-354-5117-1	5401 Little Bluestem Drive
188	0710-354-5128-1	5385 Little Bluestem Drive
189	0710-354-5139-1	5371 Little Bluestem Drive
190	0710-354-5150-1	5357 Little Bluestem Drive
191	0710-354-5161-1	5343 Little Bluestem Drive
192	0710-354-5172-1	5329 Little Bluestem Drive
193	0710-354-5183-1	5315 Little Bluestem Drive
OL 1	0710-354-5200-1	
OL 2	0710-354-5225-1	
OL 3	0710-354-3000-1	
OL 4	0710-354-3025-1	
OL 5	0710-354-5250-1	

# STRATFORD



**NOTE:**

MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

- FENCE MUST BE VINYL
- VINYL COLOR: ALMOND (PREVIOUSLY 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



6601 South Towne Drive  
Madison, WI 53713  
Phone 608.226.3100  
Fax 608.226.0800

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.



8 8 9 0 2 7 2

Tx:8687054

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5175110**

**08/07/2015 3:42 PM**

**Trans. Fee:**

**Exempt #:**

**Rec. Fee: 30.00**

**Pages: 28**

Document No.

**JUNIPER RIDGE  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**VILLAGE OF MCFARLAND, DANE  
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**") made this 10 day of July, 2015, by MREC VH Juniper Ridge LLC, a Delaware Limited Liability Company (collectively, hereinafter referred to as the "**Declarant**") and/or their successors and assigns.

**WHEREAS**, Declarant is the owner of real property legally described as the plat of Juniper Ridge (the "**Plat**") located in the Village of McFarland, 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 (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 will incorporate The Juniper Ridge Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "**Association**") for such purposes;

**NOW, THEREFORE**, the Declarant declares that the following real property, Lots 1-193 and Outlots 1-5, 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 Juniper Ridge Homeowners Association, Inc., and its successors and assigns.

**B)** "Common Property" shall mean those areas located in the Development which are not contained within a Lot and which the Declarant or the Association, as the case may be, shall be required to maintain in accordance with agreements between Declarant and the Village of McFarland, or pursuant to applicable Village of McFarland rules, regulations and ordinances, until such time as maintenance of such areas is turned over to the Village of McFarland and the Village of McFarland accepts such maintenance. Areas within the Development which will initially constitute Common Property include, but are not limited to, storm water management and park areas.

**C)** "Declarant" shall mean and refer to MREC VH Juniper Ridge, LLC, a Delaware Limited Liability Company and/or their successors and assigns.

**D)** "Lot" shall mean and refer to the lands described as Juniper Ridge 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.** 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. Assessments shall be based on the number of assessment units (an "**Assessment Unit**"), which are assigned to 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 on Lots owned by

Declarant, only at such time as a Declarant owned Lot has been improved with street, utilities and such other improvements as are necessary to permit commencement of construction on such Lot. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit.

<u>Use</u>	<u>Number of Assessment Units</u>
1) Single Family:	One (1) per Dwelling Unit.
2)	

**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 is dedicated to the Village of McFarland for the purposes described in the Plat.

**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.** The Declarant or the Association shall provide for the care, operation, management, maintenance and repair of the Common Property, until maintenance obligations are assumed by the Village of McFarland. The Common Property shall be maintained in good and safe condition, in accordance with the agreements between Declarant and the Village, as well as applicable Village ordinances, rules and regulations.

2) **General Responsibilities.** Maintenance shall include, but not be limited to, responsibility for landscaping and lawn care, trash, 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) **Specific Responsibilities.** 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 Village of McFarland, and shall include landscaping, snow and ice removal. If the special street design features or landscaping are not maintained, the Village of McFarland 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 Village 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 Village of McFarland 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 contract 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; 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 January 1, 2016 or the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to their Percentage Interests in the Common Property. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

2) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, may, whenever necessary or appropriate, levy special assessments ("**Special Assessments**") against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Association and/or the Management Company may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. Special Assessments shall be paid at such time and in such manner as the

Association or the Management Company may determine. Any Special Assessment or installment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

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

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

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

## **PART B**

### **CONDITIONS, COVENANTS AND RESTRICTIONS**

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

B-2) **Land Use And Building Type.** Only the following designated uses for all private Lots and Outlot 3 shall be permitted. The remaining Outlots are dedicated to the Village and uses are noted for informational purposes only.

A) Lots 1-193 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)** Outlot 1 and 5 are dedicated to the public for stormwater management, park and sanitary sewer purposes.

**C)** Outlot 2 and 4 are dedicated to the public for park purposes.

**D)** Outlot 3 is dedicated to the public for stormwater management and park purposes.

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

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

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

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

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

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

**B-5) Vehicle and/or Equipment Storage.** No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks, 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) 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 Village Engineer and the Zoning Administration, as amended in accordance with the Village Ordinances.

**C)** Public utility easements six feet (6') wide (unless otherwise noted on the Plat). Utility easements as herein set forth on the Plat are for the use of public and private utilities having the right-of-way to serve the area.

**D)** All lots within this plat are subject to a non-exclusive easement for drainage purposes which shall be a minimum of six feet (6') in width measured from the property line to the interior of each lot except that the easement shall be twelve feet (12') in width on the perimeter of the Plat. Easements shall not be required on the property lines shared with greenways or public streets.

**E)** Lots 6-7 and 52-53 will have a twenty foot (20') wide public storm sewer and maintenance access easement.

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

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

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

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

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

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

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

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

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

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

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

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

A) 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 Property. 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.

**B-17) 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.

## **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](http://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.

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

Juniper Ridge Homeowners Association, 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 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. Identical floor plans with the same elevation style shall not be located within 7 sites to assure this variety. The following are examples of styles permitted:

Cottage	Craftsman	Four Square	Farmhouse	Salt Box
Prairie	Shingle	Traditional	Victorian	Southern Traditional

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

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

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

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

C) **Garage.**

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

unit.

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

3) A front-entry garage face must be set back a minimum of 2'-0" from the front elevation applicable zoning classification requirements require a greater setback.

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".

6) Garage doors shall be painted to match the siding color to minimize impact on overall building composition.

**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 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 a minimum 3½" vinyl or composite material 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.

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

1. Roof Standards:

a) Roof design must be consistent with the overall architectural style of

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

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

2. Fascia, Soffit and Eave Standards:

- a) Facia shall be 6" 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 facia.
- c) A minimum 12" overhang is required at typical eaves and gable ends. However, 6" is allowable with projections less than 6'-0" in width, such as the fireplace chase and a small bay window, and beyond structure line at open porches. Larger overhangs may be required as appropriate to the architectural style.

**F) Exterior Wall Surfaces.**

1) Siding material shall be premium vinyl or 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 as appropriate and one (1) gable vent. Doors with glass panels may substitute for windows to meet this requirement.

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

encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

6) Brick or stone material and color selections shall be as approved by the Committee 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. All fence material shall be constructed of wood, vinyl or other material as approved by the Committee. A zoning approval or building permit from the Village of McFarland may be required to construct fencing. Committee approval does not supercede the need for any municipal approvals or permits.

1) Fencing may consist of vinyl or wood and shall be stained or painted. The fence style can be found on the Veridian Homes website [www.veridianhomes.com](http://www.veridianhomes.com). Select Homeowner Resources located on the top toolbar, select Architectural Control Committee, scroll down to the Juniper Ridge neighborhood and select Acceptable Fence Style and Fence Paint and Stain Color.

- 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 stain or paint color by Hallman Lindsay of ES 530 Jersey Spot (or matching color by other manufacturer) is the only color allowed for wood material and the color by Ply Gem Fence/Railing of Sandstone (or matching color by other manufacturer) is the only color allowed for vinyl material.
- 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) for all zoning classifications.

- 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 Village of McFarland 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 Village of McFarland may be required to construct kennels/runs and fencing. Committee approval does not supercede the need for any municipal approvals or permits. The Village of McFarland requirements may be more restrictive than the covenants contained

herein, and may prohibit or regulate the commercial boarding of animals in residential areas. In such event, the requirements of the Village shall control and supersede the following.

1) Fencing may consist of vinyl or wood and shall be stained or painted. The fence style can be found on the Veridian Homes website [www.veridianhomes.com](http://www.veridianhomes.com). Select Homeowner Resources located on the top toolbar, select Architectural Control Committee, scroll down to the Juniper Ridge neighborhood and select Acceptable Fence Style and Fence Paint and Stain Color.

- 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 stain or paint color by Hallman Lindsay of ES 530 Jersey Spot (or matching color by other manufacturer) is the only color allowed for wood material and the color by Ply Gem Fence/Railing of Sandstone (or matching color by other manufacturer) is the only color allowed for vinyl material.

2) Appropriate placement of kennels or runs:

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

3) Inappropriate placement of kennels or runs:

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

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

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

1) Appropriate antennae or satellite dish placement:

- a) Only one antennae or satellite dish shall be allowed per lot.
- b) 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:
  - i. On a pole in the backyard and located close to the home.
  - ii. Attached to the deck.
  - iii. On the rear roof line of the home.
    - 1. 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 by indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots.

**I) Landscaping Requirements.** Pursuant to Section B-4 of the Declaration of Conditions, Covenants and Restrictions, Developer hereby imposes upon all Lots described in Exhibit "A", attached hereto and incorporated herein by reference, the requirement that the Owners thereof install landscaping on such Lots which meets or exceeds the minimum number of points for landscaping set forth

in Exhibit "C". The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference. All terms, covenants and conditions of Section B-4 of the Declaration of Conditions, Covenants and Restrictions, as amended herein, shall be applicable to the landscaping to be installed pursuant to the terms of this paragraph. Landscape installed by the Declarant may or may not meet the minimum number required.

## **PART E**

### **GENERAL PROVISIONS**

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

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

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

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

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



appoint the Developer their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade.

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

**E-7) Eco Park.** Outlots 1, 3 and 5 are dedicated to the Village, however, the maintenance (mowing, prairie burns and park facilities) will be the responsibility of the Association until 80% of the neighborhood is built-out when the Village will then be responsible for the maintenance (mowing, prairie burns and park facilities) of these Outlots. Due to the sensitivity of the Eco Park, Lot Owners are strongly encouraged to include native species within their landscaping and avoiding invasive species.

**E-8) Wet Basins.** Wet Basins within the dedicated storm water management facilities may not permanently contain water due to weather conditions and will not be filled by the Village.

**E-9) Gun Club:** Notice is hereby given that as of the date hereof, there is a gun club in close proximity to the neighborhood.

**E-10) 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-11) Amendment and Release.** At any time until Declarant conveys all of the Lots which comprise the entire Property, or turns control of the Association over to its Members, whichever occurs first, Declarant may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant, their Mortgagees or any other party, including the Association and its Board of Directors. These restrictions or any part thereof may be cancelled, released or amended in writing as to the entire Plat or any part thereof by the Declarant at any time until Declarant conveys all of the Lots or until the Declarant turns over control to the Committee, whichever comes first. After the Declarant has sold all of the Lots or otherwise released or assigned his right to enforce the Declaration, then this Declaration or any part thereof may be released, cancelled, amended or waived hereof. Notwithstanding the foregoing or anything else set forth herein, amendments to the following sections of this Declaration shall also require the approval of the Village of McFarland as restrictions for public benefit pursuant to §236.293 Wis. Stats., in order to be effective: Sections B-7, B-8, B-14, B-17, C-5, D-2(C), E-1 and this Section E-11.

**E-12) 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-13) 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-14) 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.

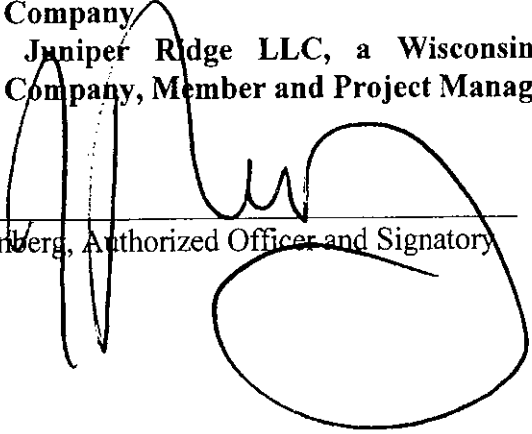
**E-15) Captions.** The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

**E-16) Remedies.** All remedies herein are cumulative.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the said MREC VH Juniper Ridge LLC, a Delaware Limited Liability Companies has caused these presents to be signed and sealed this 10 day of July, 2015.

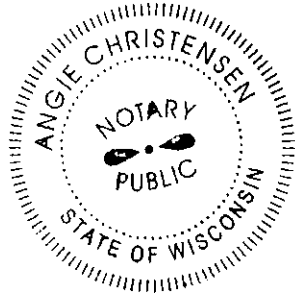
**MREC VH Juniper Ridge LLC, a Delaware Limited Liability Company**  
**By: VH Juniper Ridge LLC, a Wisconsin Limited Liability Company, Member and Project Manager**

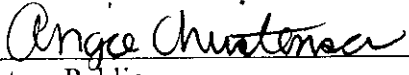
By:   
 Jeff Rosenberg, Authorized Officer and Signatory

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss  
 COUNTY OF DANE )

Personally came before me this 10 day of July, 2015 Jeff Rosenberg the Authorized Officer and Signatory of MREC VH Juniper Ridge 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, 2016

**CONSENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS**

The undersigned, McFarland State Bank, hereby consents to the forgoing Declaration of Conditions, Covenants and Restrictions for the plat Juniper Ridge. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 9<sup>th</sup> day of July, 2015

McFarland State Bank

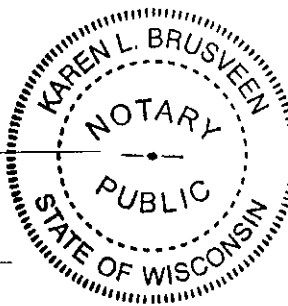
By: James E. Walker E.V.P.  
James E. Walker, Executive Vice President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
   ) ss.  
COUNTY OF DANE        )

Personally came before me this 9 day of July, 2015, the above named James E. Walker, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Karen L. Brusveen  
Notary Public Karen L. Brusveen  
County of Dane, State of Wisconsin  
My Commission Expires: 5/19/2017



**Exhibit "A"**

**Description of Juniper Ridge Lots**

Lots 1-193, Outlots 1-5, Juniper Ridge, Village of McFarland, Dane County, Wisconsin

## Exhibit "B"

PINs:

154/0710-354-8502-1  
154/0710-354-9001-1  
154/0710-354-8700-1  
154/0710-354-8601-1

## EXHIBIT "C"

### Total Minimum Points for Landscaping

<b>Lot(s)</b>	<b>Minimum Points for Foundation Plantings</b>	<b>Total Minimum Points for Landscaping</b>
1-193	350	500

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

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

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