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Sixth Amendment to
VILLAGE AT AUTUMN LAKE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

Name and Return Address:
Angie Christensen
Veridian Homes
6801 South Towne Drive
Madison, WI 53713

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Sixth Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Village at Autumn Lake, which Declaration was dated January 10, 2017, recorded January 11, 2017 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5298483 (the **"Original Declaration"**) which Original Declaration was subsequently amended by Amendments One through Four, each of which amendments is further described in Exhibit "D" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "D" shall be herein collectively referred to as the **"Declaration"**. This Amendment is made by VAL, LLC, a Wisconsin Limited Liability Company (referred to in the Declaration and this Amendment as the **"Declarant"**). Declarant hereby amends the Declaration as follows:

1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the **"Property"**, the **"Subdivision"** or **"Village at Autumn Lake"**.

3) **Phase 7 Subject to Declaration.**

Section A-1(A) of the Declaration is modified to provide that the entirety of Phase 7 is made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

4) Section B-2)B is hereby deleted in its entirety and replaced with the following: "Lots 234-240, Village at Autumn Lake plat, 529-536, 543-563, 565-640, 642-648, 650-717, 720-725, 730-758, 764-879, 886-1058, 1061-1086 and 1120-1129 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."

5) Section B-2)E is hereby deleted in its entirety and replaced with the following: "Lots 537-542, 718-719, 726-729, 759-760, 880-885, Village at Autumn Lake Replat, shall be used for two family twin villas. Lots 1096-1119, Village at Autumn Lake Replat No. 3, is a replat of Lot 649, Village at Autumn Lake Replat, and shall be used for two family twin villas. Outlot 67, which serves as a private alley and open space for Lots 1096-1119 shall be maintained by the Association."

6) Section B-7)H is hereby added with the following: "Lots 1120-1129, Village at Autumn Lake Replat No. 3 are subject to a landscaping easement for the purpose of providing a private lot buffer to soften the edge between the Lots and public roads (the "Private Lot Buffer"). The Private Lot Buffer created by this easement will contain plant materials that are aesthetically and ecologically appropriate for the urban-natural edge, and to avoid plants which may invade and cause management problems in the public right of way areas. The Association, at its sole expense, shall maintain trees and shrubs within the Private Lot Buffer areas in healthy condition and shall keep the turf mowed on a regular basis. The easement for the Private Lot Buffers shall be part of the Common Property which the Association is obligated to maintain under Section A-2(B) of the Declaration. No further plants may be installed in a Private Lots Buffer without prior written permission of the Association. Fencing, building structures, playground equipment and other structural items are prohibited within the Private Lot Buffers, including but not limited to those located on the private lots described above.

The cost of maintenance of the Common Property shall be an assessment against all Lots in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required. Ground cover shall consist of natural material including grass turf or wood mulch."

7) Section B-20)G is hereby deleted in its entirety and replaced with the following: "Lots 1087-1095, Village at Autumn Lake Replat No. 2 shall be made subject to a Declaration of Party Wall Rights Easement by separate, recorded document. Lots 537-542, Village at Autumn Lake Replat; and Lots 1096-1119, Village at Autumn Lake Replat No. 2 shall be made subject to a Declaration of Party Wall Agreement by separate, recorded document."

8) Exhibit "C" attached to and made a part of the Declaration is deleted in its entirety and replaced with Exhibit "C" attached hereto.

9) **Association Management.** The Association is required to retain a professional property management company with the experience necessary to perform the duties of the Association (the **"Management Company"**). The Association shall enter into a management contract (the **"Management Contract"**) with the Management Company on such terms and conditions as the Association and the Management Company shall agree. The initial Management Company is DSI Real Estate Group, Inc., a Wisconsin Corporation, which is affiliated with the Declarant by reason of common ownership. The Management Contract between DSI Real Estate Group, Inc. and the Association has not been negotiated on an arm's length basis.

10) **General Fund.** As used herein, the term **"Surplus"** shall mean the amount by which assessments collected by the Management Company on behalf of the Association to pay for common expenses relating to the Property exceed the common expenses for the fiscal year in question. The Management Company shall deposit and hold any Surplus in the Association's operating account maintained by the Management Company. The Surplus, in the discretion of the Association working in conjunction with the Management Company, may be applied to future Association expenses as they become due, but there shall be no obligation on either the Association's or the Management Company's part to return the Surplus to lot owners.

11) **Section A-5 (B) (2):** Section A-5 (2) and (3) are amended in their entirety as follows:

"(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. In addition, the Association shall have the authority to levy Special Assessments against one or more of the Lots, but less than all, in cases where the Association incurs expenses that are attributable to the act or failure to act by one or more Lot Owners in violation of this Declaration, the Articles of Incorporation, By-laws or rules of the Association in effect from time to time. Special Assessments may also be imposed by the Association for failure to pay any Fines levied against an Owner pursuant to the provisions of Section E-2, below. 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 the Lot or Lots against which the Assessment is made. 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.

12) **Calculation of Assessments.**

A) Notwithstanding anything else set forth in the Declaration, the Association shall calculate an Owner's responsibility for General Assessments based on the following formula:

Total Subdivision Expenses/Total Number of Assessment Units X Assessment Unit(s) of Lot in question.

As used above, the term "Total Subdivision Expenses" shall mean (i) all Common Area Expenses which the Association estimates actually incurring during the budget year in question, plus (ii) all Common Area Expenses which the Association estimates it would incur during the budget year in question if all phases of the Subdivision were completed at the time said calculation is made.

B) Declarant shall not be responsible for assessments on Declarant owned Lots. Declarant shall be responsible for paying to the Association the amount by which the General Assessments collected by the Association are less than the amount necessary to pay for all actual Common Area Expenses incurred by the Association for the budget year in question.

13) **Section E-2.** Section E-2 is amended in its entirety as follows:

"The Declarant (or either one of them if more than one), the Association or Management Company on behalf of the Association, 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. The Architectural Control Committee may refer any violation which shall come to its attention to the Declarant or Association for action under the terms of this paragraph and this Declaration. 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 Association shall have the right to assess and collect from the violating party a fine (the "**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. Any Fine imposed by the Association or the Management Company acting on its behalf, may be assessed against the Owner(s) by means of a Special Assessment against the Lot or Lots owned by the Owner in violation. In such event, the Association, or the Management Company acting on its behalf, shall have all rights provided in Section A-5 (B) (3), above, regarding collection of Special Assessments and foreclosure of the lien thereof. As used herein the term "Fine" shall include but not be limited to any fine imposed under Section B-2(Z) of the Fifth Amendment."

14) **Effect of Amendment**. This Amendment amends and supersedes all conflicting provisions in the Declaration. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

[signatures on next page]

IN WITNESS WHEREOF, the said VAL LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 3 day of August, 2020.

VAL, LLC
By: VH Holdings, LLC, Its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 3 day of August, 2020 Chris Ehlers the Authorized Signatory of VAL, 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.

_____
Notary Public
Dane County, Wisconsin
My Commission Expires: May 1, 2024

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

DRAFTED BY:
Attorney Gregory J. Paradise
Mohs Widder Paradise LLC

CONSENT TO SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, First Business Bank hereby consents to the forgoing Sixth Amendment to Declaration of Conditions, Covenants and Restrictions for the plat of Village at Autumn Lake, Village of Autumn Lake Replat, Village at Autumn Lake Replat No. 2, Village at Autumn Lake Replat No. 3 and Village at Autumn Lake Replat No. 4. 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 30th day of July, 2020

First Business Bank

By: _____
Brian E. Hagen, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 30 day of July, 2020 the above named Brian E. Hagen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 5-1-2024

Exhibit "A"

Lots 529-640, 642-648, 650-665, 669-682, 697-709 and Outlots 38 and 40-45 Village at Autumn Lake Replat, City of Madison, Dane County, Wisconsin

Lots 1087-1095 and Outlot 66, Village at Autumn Lake Replat No. 2, City of Madison, Dane County, Wisconsin

Lots 1096-1119 and Outlot 67, Village at Autumn Lake Replat No. 3, City of Madison, Dane County, Wisconsin

Lots 2-3, Certified Survey Map No. 15073, City of Madison, Dane County, Wisconsin

Lots 1120-1129, Village at Autumn Lake Replat No. 4, City of Madison, Dane County, Wisconsin

Exhibit "B"

LOT #	PARCEL NUMBER				STREET ADDRESS
529	0810	263	4401	0	5518 LEVITAN LN 1829 TWIN FAWN TRL
530	0810	263	4402	8	5519 LEVITAN LN
531	0810	263	4403	6	5523 LEVITAN LN 1832 WILLOW ROCK RD
532	0810	263	4404	4	1828 WILLOW ROCK RD
533	0810	263	4405	2	1824 WILLOW ROCK RD
534	0810	263	4406	0	1820 WILLOW ROCK RD
535	0810	263	4407	8	1816 WILLOW ROCK RD
536	0810	263	4408	6	1812 WILLOW ROCK RD
537	0810	263	4506	8	5520 SPRING TIDE WAY
538	0810	263	4505	0	5518 SPRING TIDE WAY
539	0810	263	4504	2	5516 SPRING TIDE WAY
540	0810	263	4503	4	5514 SPRING TIDE WAY
541	0810	263	4502	6	5512 SPRING TIDE WAY
542	0810	263	4501	8	5510 SPRING TIDE WAY
543	0810	263	4409	4	1809 TWIN FAWN TRL
544	0810	263	4410	1	1813 TWIN FAWN TRL
545	0810	263	4411	9	1817 TWIN FAWN TRL
546	0810	263	4412	7	1821 TWIN FAWN TRL
547	0810	263	4413	5	1825 TWIN FAWN TRL
548	0810	263	4601	6	5607 LEVITAN LN 1829 WILLOW ROCK RD
549	0810	263	4602	4	5611 LEVITAN LN
550	0810	263	4603	2	5615 LEVITAN LN
551	0810	263	4604	0	5619 LEVITAN LN 1852 MORNING MIST WAY
552	0810	263	4605	8	1848 MORNING MIST WAY
553	0810	263	4606	6	1844 MORNING MIST WAY
554	0810	263	4607	4	1840 MORNING MIST WAY
555	0810	263	4705	6	1801 WILLOW ROCK RD
556	0810	263	4704	8	1803 WILLOW ROCK RD
557	0810	263	4703	0	1805 WILLOW ROCK RD
558	0810	263	4702	2	1807 WILLOW ROCK RD
559	0810	263	4701	4	1809 WILLOW ROCK RD
560	0810	263	4608	2	1813 WILLOW ROCK RD
561	0810	263	4609	0	1817 WILLOW ROCK RD
562	0810	263	4610	7	1821 WILLOW ROCK RD
563	0810	263	4611	5	1825 WILLOW ROCK RD
564	0810	263	4801	2	1704 AUTUMN LAKE PKWY 5607 SUMMER SHINE DR 1701 WILLOW ROCK RD
565	0810	263	4913	5	1803 MORNING MIST WAY 5610 SUMMER SHINE DR
566	0810	263	4912	7	1807 MORNING MIST WAY
567	0810	263	4911	9	1811 MORNING MIST WAY
568	0810	263	4910	1	1815 MORNING MIST WAY
569	0810	263	4909	4	1819 MORNING MIST WAY
570	0810	263	4908	6	1823 MORNING MIST WAY
571	0810	263	4907	8	1827 MORNING MIST WAY
572	0810	263	4906	0	1831 MORNING MIST WAY
573	0810	263	4905	2	1835 MORNING MIST WAY
574	0810	263	4904	4	1839 MORNING MIST WAY
575	0810	263	4903	6	1843 MORNING MIST WAY
576	0810	263	4902	8	1847 MORNING MIST WAY
577	0810	263	4901	0	5627 LEVITAN LN 1851 MORNING MIST WAY
578	0810	263	5001	7	1848 AUTUMN LAKE PKWY 5631 LEVITAN LN
579	0810	263	5002	5	1844 AUTUMN LAKE PKWY
580	0810	263	5003	3	1840 AUTUMN LAKE PKWY
581	0810	263	5004	1	1836 AUTUMN LAKE PKWY
582	0810	263	5005	9	1832 AUTUMN LAKE PKWY
583	0810	263	5006	7	1828 AUTUMN LAKE PKWY

LOT #	PARCEL NUMBER				STREET ADDRESS
584	0810	263	5007	5	1824 AUTUMN LAKE PKWY
585	0810	263	5008	3	1820 AUTUMN LAKE PKWY
586	0810	263	5009	1	1816 AUTUMN LAKE PKWY
587	0810	263	5010	8	1812 AUTUMN LAKE PKWY
588	0810	263	5011	6	1808 AUTUMN LAKE PKWY
589	0810	263	5012	4	1804 AUTUMN LAKE PKWY 5614 SUMMER LAKE PKWY
590	0810	263	5101	5	1847 AUTUMN LAKE PKWY 5703 LEVITAN LN
591	0810	263	5201	3	1846 RED FERN LN 5711 LEVITAN LN
592	0810	263	5202	1	1842 RED FERN LN
593	0810	263	5203	9	1838 RED FERN LN
594	0810	263	5204	7	1834 RED FERN LN
595	0810	263	5205	5	1830 RED FERN LN
596	0810	263	5206	3	1826 RED FERN LN
597	0810	263	5207	1	1822 RED FERN LN
598	0810	263	5208	9	1818 RED FERN LN
599	0810	263	5209	7	1814 RED FERN LN
600	0810	263	5210	4	1810 RED FERN LN
601	0810	263	5211	2	1806 RED FERN LN
602	0810	263	5212	0	1802 RED FERN LN 5708 SUMMER SHINE DR
603	0810	263	5112	2	1803 AUTUMN LAKE PKWY 5704 SUMMER SHINE DR
604	0810	263	5111	4	1807 AUTUMN LAKE PKWY
605	0810	263	5110	6	1811 AUTUMN LAKE PKWY
606	0810	263	5109	9	1815 AUTUMN LAKE PKWY
607	0810	263	5108	1	1819 AUTUMN LAKE PKWY
608	0810	263	5107	3	1823 AUTUMN LAKE PKWY
609	0810	263	5106	5	1827 AUTUMN LAKE PKWY
610	0810	263	5105	7	1831 AUTUMN LAKE PKWY
611	0810	263	5104	9	1835 AUTUMN LAKE PKWY
612	0810	263	5103	1	1839 AUTUMN LAKE PKWY
613	0810	263	5102	3	1843 AUTUMN LAKE PKWY
614	0810	263	5301	1	5719 LEVITAN LN 1841 RED FERN LN
615	0810	263	5302	9	5723 LEVITAN LN
616	0810	263	5303	7	5727 LEVITAN LN 1830 PIPERS BROOK DR
617	0810	263	5304	5	1826 PIPERS BROOK DR
618	0810	263	5305	3	1822 PIPERS BROOK DR
619	0810	263	5306	1	1818 PIPERS BROOK DR
620	0810	263	5307	9	1814 PIPERS BROOK DR
621	0810	263	5308	7	1810 PIPERS BROOK DR
622	0810	263	5309	5	1806 PIPERS BROOK DR
623	0810	263	5310	2	5726 SUMMER SHINE DR
624	0810	263	5311	0	5720 SUMMER SHINE DR 1807 RED FERN LN
625	0810	263	5312	8	1813 RED FERN LN
626	0810	263	5313	6	1817 RED FERN LN
627	0810	263	5314	4	1821 RED FERN LN
628	0810	263	5315	2	1825 RED FERN LN
629	0810	263	5316	0	1833 RED FERN LN
630	0810	263	5317	8	1837 RED FERN LN
631	0810	263	5401	9	5803 LEVITAN LN 1829 PIPERS BROOK DR
632	0810	263	5402	7	5807 LEVITAN LN
633	0810	263	5403	5	5811 LEVITAN LN
634	0810	263	5404	3	5815 LEVITAN LN
635	0810	263	5405	1	1832 WATERFALL WAY 5823 LEVITAN LN
636	0810	263	5406	9	1824 WATERFALL WAY
637	0810	263	5407	7	1816 WATERFALL WAY
638	0810	263	5408	5	1812 WATERFALL WAY
639	0810	263	5409	3	1808 WATERFALL WAY

LOT #	PARCEL NUMBER				STREET ADDRESS
640	0810	263	5410	0	1804 WATERFALL WAY 1825 PIPERS BROOK DR
642	0810	263	5502	5	5707 SUMMER SHINE DR
643	0810	263	5503	3	5711 SUMMER SHINE DR
644	0810	263	5504	1	5715 SUMMER SHINE DR
645	0810	263	5505	9	5719 SUMMER SHINE DR
646	0810	263	5506	7	5723 SUMMER SHINE DR
647	0810	263	5507	5	5727 SUMMER SHINE DR
648	0810	263	5508	3	5731 SUMMER SHINE DR
650	0810	263	5511	6	1807 PIPERS BROOK DR
651	0810	263	5512	4	1811 PIPERS BROOK DR
652	0810	263	5513	2	1803 WATERFALL WAY 1815 PIPERS BROOK DR
653	0810	263	5514	0	1807 WATERFALL WAY
654	0810	263	5515	8	1811 WATERFALL WAY
655	0810	263	5516	6	1815 WATERFALL WAY
656	0810	263	5517	4	1819 WATERFALL WAY 5804 WYNTER LN
657	0810	263	5518	2	1823 WATERFALL WAY 5808 WYNTER LN
658	0810	263	5519	0	1827 WATERFALL WAY
659	0810	263	5520	7	1831 WATERFALL WAY
660	0810	263	5521	5	5816 WYNTER LN
661	0810	263	5522	3	1835 WATERFALL WAY
662	0810	263	5523	1	1903 WATERFALL WAY
663	0810	263	5524	9	1907 WATERFALL WAY
664	0810	263	5525	7	1911 WATERFALL WAY
665	0810	263	5526	5	1915 WATERFALL WAY
669	0810	263	5615	6	1908 WATERFALL WAY
670	0810	263	5616	4	1904 WATERFALL WAY 5824 LEVITAN LN
671	0810	263	5617	2	5820 LEVITAN LN
672	0810	263	5618	0	5816 LEVITAN LN
673	0810	263	5619	8	5812 LEVITAN LN
674	0810	263	5620	5	5808 LEVITAN LN
675	0810	263	5621	3	5804 LEVITAN LN
676	0810	263	5622	1	5728 LEVITAN LN
677	0810	263	5623	9	5724 LEVITAN LN
678	0810	263	5624	7	5720 LEVITAN LN
679	0810	263	5625	5	5716 LEVITAN LN
680	0810	263	5626	3	5712 LEVITAN LN
681	0810	263	5627	1	5708 LEVITAN LN
682	0810	263	5628	9	5704 LEVITAN LN 1903 AUTUMN LAKE PKWY
697	0810	263	5709	7	5632 LEVITAN LN 1904 AUTUMN LAKE PKWY
698	0810	263	5710	4	5628 LEVITAN LN
699	0810	263	5711	2	5624 LEVITAN LN
700	0810	263	5712	0	5620 LEVITAN LN
701	0810	263	5713	8	5616 LEVITAN LN
702	0810	263	5714	6	5612 LEVITAN LN
703	0810	263	5715	4	5608 LEVITAN LN
704	0810	263	5716	2	5604 LEVITAN LN
705	0810	263	5717	0	5524 LEVITAN LN
706	0810	263	5718	8	5520 LEVITAN LN
707	0810	263	5719	6	5516 LEVITAN LN
708	0810	263	5720	3	5512 LEVITAN LN
709	0810	263	5721	1	5508 LEVITAN LN
1087	0810	263	5531	4	1721 AUTUMN LAKE PKWY
1088	0810	263	5532	2	1719 AUTUMN LAKE PKWY
1089	0810	263	5533	0	1717 AUTUMN LAKE PKWY
1090	0810	263	5534	8	1715 AUTUMN LAKE PKWY
1091	0810	263	5535	6	1713 AUTUMN LAKE PKWY
1092	0810	263	5536	4	1711 AUTUMN LAKE PKWY

LOT #	PARCEL NUMBER				STREET ADDRESS
1093	0810	263	5537	2	1709 AUTUMN LAKE PKWY
1094	0810	263	5538	0	1707 AUTUMN LAKE PKWY
1095	0810	263	5539	8	1705 AUTUMN LAKE PKWY
1096	0810	263	5542	1	5820 LIEN RD
1097	0810	263	5543	9	5822 LIEN RD
1098	0810	263	5544	7	5826 LIEN RD
1099	0810	263	5545	5	5828 LIEN RD
1100	0810	263	5546	3	5832 LIEN RD
1101	0810	263	5547	1	5834 LIEN RD
1102	0810	263	5548	9	5838 LIEN RD
1103	0810	263	5549	7	5840 LIEN RD
1104	0810	263	5550	4	5844 LIEN RD
1105	0810	263	5551	2	5846 LIEN RD
1106	0810	263	5552	0	5850 LIEN RD
1107	0810	263	5553	8	5852 LIEN RD
1108	0810	263	5554	6	5856 LIEN RD
1109	0810	263	5555	4	5858 LIEN RD
1110	0810	263	5556	2	5862 LIEN RD
1111	0810	263	5557	0	5864 LIEN RD
1112	0810	263	5558	8	5868 LIEN RD
1113	0810	263	5559	6	5870 LIEN RD
1114	0810	263	5560	3	5874 LIEN RD
1115	0810	263	5561	1	5876 LIEN RD
1116	0810	263	5562	9	5880 LIEN RD
1117	0810	263	5563	7	5882 LIEN RD
1118	0810	263	5564	5	5886 LIEN RD
1119	0810	263	5565	3	5888 LIEN RD
1120	0810	263	4309	6	1840 TWIN FAWN TRL 5501 LEVITAN LN
1121	0810	263	4310	3	1836 TWIN FAWN TRL
1122	0810	263	4311	1	1832 TWIN FAWN TRL
1123	0810	263	4312	9	1828 TWIN FAWN TRL
1124	0810	263	4313	7	1824 TWIN FAWN TRL
1125	0810	263	4314	5	1820 TWIN FAWN TRL
1126	0810	263	4315	3	1816 TWIN FAWN TRL
1127	0810	263	4316	1	1812 TWIN FAWN TRL
1128	0810	263	4317	9	1808 TWIN FAWN TRL
1129	0810	263	4317	7	1804 TWIN FAWN TRL 5504 SPRING TIDE WAY
2 CSM 15073	0810	263	4204	8	1724 WILLOW ROCK ROAD
3 CSM 15073	0810	263	4204	8	1702 WILLOW ROCK ROAD
OL 38	0810	263	2701	6	2213 WATER EDGE TRL
OL 40	Way dedicated as Public Alley				
OL 41	Way dedicated as Public Alley				
OL 42	0810	263	4706	4	5602 SUMMER SHINE DR PRIVATE OPEN SPACE
OL 43	Way dedicated as Public Alley				
OL 44	Way dedicated as Public Alley				
OL 45	0810	263	5509	1	1803 PIPERS BROOK DR PRIVATE OPEN SPACE
OL 66	810	263	5540	5	5705 SUMMER SHINE DR
OL 67	810	263	5541	3	5830 LIEN RD

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
537-542, 555-559, 565-613, 1087-1119	300	425
530-536, 543-546, 548-554, 560-563, 614-640, 642-648, 650-659, 661-665, 669-682, 697-709, 1120-1129	350	500
529, 547	400	550

EXHIBIT "D"

Description of Original Declaration and Amendments

	Document	Recording Date	Document Number
1.)	Original Declaration	1/11/2017	5298483
2.)	First Amendment	1/30/2017	5302800
3.)	Second Amendment	6/30/2017	5337700
4.)	Third Amendment	2/1/2019	5467972
5.)	Fourth Amendment	5/22/2019	5489906
6)	Fifth Amendment	8/14/2019	5513192

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5513192
08/14/2019 08:09 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 13

Fifth Amendment to
VILLAGE AT AUTUMN LAKE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

Name and Return Address:
Angie Christensen
Veridian Homes
6801 South Towne Drive
Madison, WI 53713

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Fifth Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Village at Autumn Lake, which Declaration was dated January 10, 2017, recorded January 11, 2017 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5298783 (the **"Original Declaration"**) which Original Declaration was subsequently amended by Amendments One through Four, each of which amendments is further described in Exhibit "D" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "D" shall be herein collectively referred to as the **"Declaration"**. This Amendment is made by VAL, LLC, a Wisconsin Limited Liability Company (referred to in the Declaration and this Amendment as the **"Declarant"**). Declarant hereby amends the Declaration as follows:

1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the **"Property"**, the **"Subdivision"** or **"Village at Autumn Lake"**.

3)) **Phases 6 and 9 Subject to Declaration.**

1) Section A-1(A) of the Declaration is modified to provide that the entirety of Phases 6 and 9 are made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration. The table in Section A-4(A) is hereby deleted and replaced with the following:

	Use	Number of Assessment Units
1)	Single Family and Twin Homes:	One (1) per Dwelling Unit.
2)	Multi-Family Residential Apartments (except lots 520 and 564)	Fifty/100ths (.50) per Dwelling Unit.
3)	Multi-Family Residential Apartments (lots 520 and 564 only *)	Twenty-eight/100ths (.28) per Dwelling Unit.
4)	Multi-Family Townhomes	Seventy-five/100ths (.75) per Dwelling Unit.

* These lots are handling their own snow removal and other related costs. See Section B-2)J.

4) Section B-2)D is hereby deleted in its entirety and replaced with the following: "Lots 718-719, 726-729, 1059, Village at Autumn Lake Replat; and Lots 1087-1095 Village at Autumn Lake Replat No. 2 shall be used for Townhomes. Outlot 66 Village at Autumn Lake Replat No. 2, the private alley for lots 1087-1095 shall be maintained by the Association."

5) Section B-2(E) is hereby deleted in its entirety and replaced with the following: " Lots 521-522, 537-542, 718-719, 726-729, 759-760, 880-885, Village at Autumn Lake Replat, shall be used for two family twin villas. Lots 1096-1119, Village at Autumn Lake Replat No. 3, is a replat of Lot 649, Village at Autumn Lake Replat, and shall be used for two family twin villas. Outlot 67, which serves as a private alley and open space for Lots 1096-1119 shall be maintained by the Association."

6) Section B-2)I is hereby deleted in its entirety. Attached hereto as Exhibit "F", and incorporated herein by reference, are the responsibility and guidelines of Owners and the Association with respect to Lots 1087-1095, Village at Autumn Lake Replat No. 2. To the extent that any item of maintenance, repair or replacement is not specified in said Exhibit "E", said maintenance, repair or replacement shall be the obligation of the Owner.

7) Section B-2)K is hereby deleted in its entirety and replaced with the following: "The Association will maintain, including snow removal, the sidewalk along Lien Road for Lots 642-647, Village at Autumn Lake Replat, Lot 1095 and Outlot 66, Village at Autumn lake Replat No. 2, Lots 1096-1119 and Outlot 67, Village at Autumn Lake Replat No. 3 as well as Outlot 67 along Felland Road. The Association will also maintain, including replacement, of the retaining walls in Outlot 66, Village at Autumn Lake Replat No. 2 and Outlot 67, Village at Autumn Lake Replat No. 3. The Association will be responsible for lawn mowing and snow removal on Outlot 67, Village at Autumn Lake Replat No. 3."

8) Section B-2)Y is hereby added with the following: "**Sirens**. There is a proposed siren to be located in Outlot 48. Monthly tests and actual warming activations will have a three-minute steady tone. Dane County sirens are tested between noon and 12:05 on the first Wednesday of every month from March through November and not tested in the winter months. A few communities in

Dane County may also use the siren for local purposes such as a noon whistle or fire calls and those signals are different. Dane County's siren system is operated by the County and County policies determine when and how the sirens will be activated. Additional information can be found on the Dane County Emergency Management website and is subject to change without notice."

9) Section B-2)Z is hereby added with the following:

"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%).

c) 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)Z) against Owner or Owner's tenant, and to collect any outstanding amounts owed by Owner to the Association."

10) Section B-20)G is hereby deleted in its entirety and replaced with the following: "Lots 1087-1095, Village at Autumn Lake Replat No. 2 shall be made subject to a Declaration of Party Wall Rights Easement by separate, recorded document. Lots 537-540, Village at Autumn Lake Replat; and Lots 1096-1119, Village at Autumn Lake Replat No. 2 shall be made subject to a Declaration of Party Wall Agreement by separate, recorded document."

11) Section D-2)C is hereby deleted in its entirety.

12) Exhibit "C" attached to and made a part of the Declaration is deleted in its entirety and replaced with Exhibit "C" attached hereto.

13) Exhibit "E" attached to and made a part of the Declaration is deleted in its entirety and replaced with Exhibit "E" attached hereto.

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

[signatures on next page]

IN WITNESS WHEREOF, the said VAL LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 12 day of August, 2019.

VAL, LLC
By: VH Holdings, LLC, Its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 12 day of August, 2019, Chris Ehlers the Authorized Signatory of VAL, 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 STATE OF WISCONSIN

_____
Notary Public
Dane County, Wisconsin
My Commission Expires: 5-1-20, 20__

DRAFTED BY:
Attorney Gregory J. Paradise
Mohs Widder Paradise LLC

CONSENT TO FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, First Business Bank hereby consents to the forgoing Fifth Amendment to Declaration of Conditions, Covenants and Restrictions for the plat of Village at Autumn Lake, Village of Autumn Lake Replat, Village at Autumn Lake Replat No. 2 and Village at Autumn Lake Replat No. 3. 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 12th day of August, 2019.

First Business Bank

By: _____
Brian E. Hagen, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) **ss.**
COUNTY OF DANE)

Personally came before me this 12th day of AUGUST, 2019 the above named Brian E. Hagen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: OCT. 29, 2022

LISA ALLEN NOTARY PUBLIC STATE OF WISCONSIN

Exhibit "A"

Lots 531-540, 548-640, 642-648, 650-665, 669-682, 697-705 and Outlots 38 and 40-45 Village at Autumn Lake Replat, City of Madison, Dane County, Wisconsin

Lots 1087-1095 and Outlot 66, Village at Autumn Lake Replat No. 2, City of Madison, Dane County, Wisconsin

Lots 1096-1119 and Outlot 67, Village at Autumn Lake Replat No. 3, City of Madison, Dane County, Wisconsin

Lots 2-3, Certified Survey Map No. 15073, City of Madison, Dane County, Wisconsin

Exhibit "B"

LOT #	PARCEL NUMBER				STREET ADDRESS
531	0810	263	4403	6	5523 LEVITAN LN 1832 WILLOW ROCK RD
532	0810	263	4404	4	1828 WILLOW ROCK RD
533	0810	263	4405	2	1824 WILLOW ROCK RD
534	0810	263	4406	0	1820 WILLOW ROCK RD
535	0810	263	4407	8	1816 WILLOW ROCK RD
536	0810	263	4408	6	1812 WILLOW ROCK RD
537	0810	263	4506	8	5520 SPRING TIDE WAY
538	0810	263	4505	0	5518 SPRING TIDE WAY
539	0810	263	4504	2	5516 SPRING TIDE WAY
540	0810	263	4503	4	5514 SPRING TIDE WAY
548	0810	263	4601	6	5607 LEVITAN LN 1829 WILLOW ROCK RD
549	0810	263	4602	4	5611 LEVITAN LN
550	0810	263	4603	2	5615 LEVITAN LN
551	0810	263	4604	0	5619 LEVITAN LN 1852 MORNING MIST WAY
552	0810	263	4605	8	1848 MORNING MIST WAY
553	0810	263	4606	6	1844 MORNING MIST WAY
554	0810	263	4607	4	1840 MORNING MIST WAY
555	0810	263	4705	6	1801 WILLOW ROCK RD
556	0810	263	4704	8	1803 WILLOW ROCK RD
557	0810	263	4703	0	1805 WILLOW ROCK RD
558	0810	263	4702	2	1807 WILLOW ROCK RD
559	0810	263	4701	4	1809 WILLOW ROCK RD
560	0810	263	4608	2	1813 WILLOW ROCK RD
561	0810	263	4609	0	1817 WILLOW ROCK RD
562	0810	263	4610	7	1821 WILLOW ROCK RD
563	0810	263	4611	5	1825 WILLOW ROCK RD
564	0810	263	4801	2	1704 AUTUMN LAKE PKWY 5607 SUMMER SHINE DR 1701 WILLOW ROCK RD
565	0810	263	4913	5	1803 MORNING MIST WAY 5610 SUMMER SHINE DR
566	0810	263	4912	7	1807 MORNING MIST WAY
567	0810	263	4911	9	1811 MORNING MIST WAY
568	0810	263	4910	1	1815 MORNING MIST WAY
569	0810	263	4909	4	1819 MORNING MIST WAY
570	0810	263	4908	6	1823 MORNING MIST WAY
571	0810	263	4907	8	1827 MORNING MIST WAY
572	0810	263	4906	0	1831 MORNING MIST WAY
573	0810	263	4905	2	1835 MORNING MIST WAY
574	0810	263	4904	4	1839 MORNING MIST WAY
575	0810	263	4903	6	1843 MORNING MIST WAY
576	0810	263	4902	8	1847 MORNING MIST WAY
577	0810	263	4901	0	5627 LEVITAN LN 1851 MORNING MIST WAY
578	0810	263	5001	7	1848 AUTUMN LAKE PKWY 5631 LEVITAN LN
579	0810	263	5002	5	1844 AUTUMN LAKE PKWY
580	0810	263	5003	3	1840 AUTUMN LAKE PKWY
581	0810	263	5004	1	1836 AUTUMN LAKE PKWY
582	0810	263	5005	9	1832 AUTUMN LAKE PKWY
583	0810	263	5006	7	1828 AUTUMN LAKE PKWY
584	0810	263	5007	5	1824 AUTUMN LAKE PKWY
585	0810	263	5008	3	1820 AUTUMN LAKE PKWY
586	0810	263	5009	1	1816 AUTUMN LAKE PKWY
587	0810	263	5010	8	1812 AUTUMN LAKE PKWY
588	0810	263	5011	6	1808 AUTUMN LAKE PKWY
589	0810	263	5012	4	1804 AUTUMN LAKE PKWY 5614 SUMMER LAKE PKWY

LOT #	PARCEL NUMBER				STREET ADDRESS
590	0810	263	5101	5	1847 AUTUMN LAKE PKWY 5703 LEVITAN LN
591	0810	263	5201	3	1846 RED FERN LN 5711 LEVITAN LN
592	0810	263	5202	1	1842 RED FERN LN
593	0810	263	5203	9	1838 RED FERN LN
594	0810	263	5204	7	1834 RED FERN LN
595	0810	263	5205	5	1830 RED FERN LN
596	0810	263	5206	3	1826 RED FERN LN
597	0810	263	5207	1	1822 RED FERN LN
598	0810	263	5208	9	1818 RED FERN LN
599	0810	263	5209	7	1814 RED FERN LN
600	0810	263	5210	4	1810 RED FERN LN
601	0810	263	5211	2	1806 RED FERN LN
602	0810	263	5212	0	1802 RED FERN LN 5708 SUMMER SHINE DR
603	0810	263	5112	2	1803 AUTUMN LAKE PKWY 5704 SUMMER SHINE DR
604	0810	263	5111	4	1807 AUTUMN LAKE PKWY
605	0810	263	5110	6	1811 AUTUMN LAKE PKWY
606	0810	263	5109	9	1815 AUTUMN LAKE PKWY
607	0810	263	5108	1	1819 AUTUMN LAKE PKWY
608	0810	263	5107	3	1823 AUTUMN LAKE PKWY
609	0810	263	5106	5	1827 AUTUMN LAKE PKWY
610	0810	263	5105	7	1831 AUTUMN LAKE PKWY
611	0810	263	5104	9	1835 AUTUMN LAKE PKWY
612	0810	263	5103	1	1839 AUTUMN LAKE PKWY
613	0810	263	5102	3	1843 AUTUMN LAKE PKWY
614	0810	263	5301	1	5719 LEVITAN LN 1841 RED FERN LN
615	0810	263	5302	9	5723 LEVITAN LN
616	0810	263	5303	7	5727 LEVITAN LN 1830 PIPERS BROOK DR
617	0810	263	5304	5	1826 PIPERS BROOK DR
618	0810	263	5305	3	1822 PIPERS BROOK DR
619	0810	263	5306	1	1818 PIPERS BROOK DR
620	0810	263	5307	9	1814 PIPERS BROOK DR
621	0810	263	5308	7	1810 PIPERS BROOK DR
622	0810	263	5309	5	1806 PIPERS BROOK DR
623	0810	263	5310	2	5726 SUMMER SHINE DR
624	0810	263	5311	0	5720 SUMMER SHINE DR 1807 RED FERN LN
625	0810	263	5312	8	1813 RED FERN LN
626	0810	263	5313	6	1817 RED FERN LN
627	0810	263	5314	4	1821 RED FERN LN
628	0810	263	5315	2	1825 RED FERN LN
629	0810	263	5316	0	1833 RED FERN LN
630	0810	263	5317	8	1837 RED FERN LN
631	0810	263	5401	9	5803 LEVITAN LN 1829 PIPERS BROOK DR
632	0810	263	5402	7	5807 LEVITAN LN
633	0810	263	5403	5	5811 LEVITAN LN
634	0810	263	5404	3	5815 LEVITAN LN
635	0810	263	5405	1	1832 WATERFALL WAY 5823 LEVITAN LN
636	0810	263	5406	9	1824 WATERFALL WAY
637	0810	263	5407	7	1816 WATERFALL WAY
638	0810	263	5408	5	1812 WATERFALL WAY
639	0810	263	5409	3	1808 WATERFALL WAY
640	0810	263	5410	0	1804 WATERFALL WAY 1825 PIPERS BROOK DR
642	0810	263	5502	5	5707 SUMMER SHINE DR

LOT #	PARCEL NUMBER				STREET ADDRESS
643	0810	263	5503	3	5711 SUMMER SHINE DR
644	0810	263	5504	1	5715 SUMMER SHINE DR
645	0810	263	5505	9	5719 SUMMER SHINE DR
646	0810	263	5506	7	5723 SUMMER SHINE DR
647	0810	263	5507	5	5727 SUMMER SHINE DR
648	0810	263	5508	3	5731 SUMMER SHINE DR
650	0810	263	5511	6	1807 PIPERS BROOK DR
651	0810	263	5512	4	1811 PIPERS BROOK DR
652	0810	263	5513	2	1803 WATERFALL WAY 1815 PIPERS BROOK DR
653	0810	263	5514	0	1807 WATERFALL WAY
654	0810	263	5515	8	1811 WATERFALL WAY
655	0810	263	5516	6	1815 WATERFALL WAY
656	0810	263	5517	4	1819 WATERFALL WAY 5804 WYNTER LN
657	0810	263	5518	2	1823 WATERFALL WAY 5808 WYNTER LN
658	0810	263	5519	0	1827 WATERFALL WAY
659	0810	263	5520	7	1831 WATERFALL WAY
660	0810	263	5521	5	5816 WYNTER LN
661	0810	263	5522	3	1835 WATERFALL WAY
662	0810	263	5523	1	1903 WATERFALL WAY
663	0810	263	5524	9	1907 WATERFALL WAY
664	0810	263	5525	7	1911 WATERFALL WAY
665	0810	263	5526	5	1915 WATERFALL WAY
669	0810	263	5615	6	1908 WATERFALL WAY
670	0810	263	5616	4	1904 WATERFALL WAY 5824 LEVITAN LN
671	0810	263	5617	2	5820 LEVITAN LN
672	0810	263	5618	0	5816 LEVITAN LN
673	0810	263	5619	8	5812 LEVITAN LN
674	0810	263	5620	5	5808 LEVITAN LN
675	0810	263	5621	3	5804 LEVITAN LN
676	0810	263	5622	1	5728 LEVITAN LN
677	0810	263	5623	9	5724 LEVITAN LN
678	0810	263	5624	7	5720 LEVITAN LN
679	0810	263	5625	5	5716 LEVITAN LN
680	0810	263	5626	3	5712 LEVITAN LN
681	0810	263	5627	1	5708 LEVITAN LN
682	0810	263	5628	9	5704 LEVITAN LN 1903 AUTUMN LAKE PKWY
697	0810	263	5709	7	5632 LEVITAN LN 1904 AUTUMN LAKE PKWY
698	0810	263	5710	4	5628 LEVITAN LN
699	0810	263	5711	2	5624 LEVITAN LN
700	0810	263	5712	0	5620 LEVITAN LN
701	0810	263	5713	8	5616 LEVITAN LN
702	0810	263	5714	6	5612 LEVITAN LN
703	0810	263	5715	4	5608 LEVITAN LN
704	0810	263	5716	2	5604 LEVITAN LN
705	0810	263	5717	0	5524 LEVITAN LN
1087	810	263	5531	4	1721 AUTUMN LAKE PKWY
1088	810	263	5532	2	1719 AUTUMN LAKE PKWY
1089	810	263	5533	0	1717 AUTUMN LAKE PKWY
1090	810	263	5534	8	1715 AUTUMN LAKE PKWY
1091	810	263	5535	6	1713 AUTUMN LAKE PKWY
1092	810	263	5536	4	1711 AUTUMN LAKE PKWY
1093	810	263	5537	2	1709 AUTUMN LAKE PKWY
1094	810	263	5538	0	1707 AUTUMN LAKE PKWY
1095	810	263	5539	8	1705 AUTUMN LAKE PKWY

LOT #	PARCEL NUMBER				STREET ADDRESS
1096	810	263	5542	1	5820 LIEN RD
1097	810	263	5543	9	5822 LIEN RD
1098	810	263	5544	7	5826 LIEN RD
1099	810	263	5545	5	5828 LIEN RD
1100	810	263	5546	3	5832 LIEN RD
1101	810	263	5547	1	5834 LIEN RD
1102	810	263	5548	9	5838 LIEN RD
1103	810	263	5549	7	5840 LIEN RD
1104	810	263	5550	4	5844 LIEN RD
1105	810	263	5551	2	5846 LIEN RD
1106	810	263	5552	0	5850 LIEN RD
1107	810	263	5553	8	5852 LIEN RD
1108	810	263	5554	6	5856 LIEN RD
1109	810	263	5555	4	5858 LIEN RD
1110	810	263	5556	2	5862 LIEN RD
1111	810	263	5557	0	5864 LIEN RD
1112	810	263	5558	8	5868 LIEN RD
1113	810	263	5559	6	5870 LIEN RD
1114	810	263	5560	3	5874 LIEN RD
1115	810	263	5561	1	5876 LIEN RD
1116	810	263	5562	9	5880 LIEN RD
1117	810	263	5563	7	5882 LIEN RD
1118	810	263	5564	5	5886 LIEN RD
1119	810	263	5565	3	5888 LIEN RD
2 CSM 15073	810	263	4204	8	1724 WILLOW ROCK ROAD
3 CSM 15073	810	263	4204	8	1702 WILLOW ROCK ROAD
OL 38	0810	263	2701	6	2213 WATER EDGE TRL
OL 40	Not parceled, Right of Way dedicated as Public Alley				
OL 41	Not parceled, Right of Way dedicated as Public Alley				
OL 42	0810	263	4706	4	5602 SUMMER SHINE DR PRIVATE OPEN SPACE
OL 43	Not parceled, Right of Way dedicated as Public Alley				
OL 44	Not parceled, Right of Way dedicated as Public Alley				
OL 45	0810	263	5509	1	1803 PIPERS BROOK DR PRIVATE OPEN SPACE
OL 66	810	263	5540	5	5705 SUMMER SHINE DR
OL 67	810	263	5541	3	5830 LIEN RD

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
555-559, 537-540, 565-613, 1087-1119	300	425
531-536, 548-554, 560-563, 614-640, 642-648, 650-659, 661-665, 669-682, 697-705	350	500

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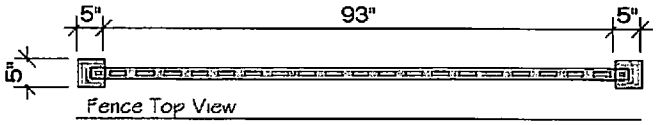
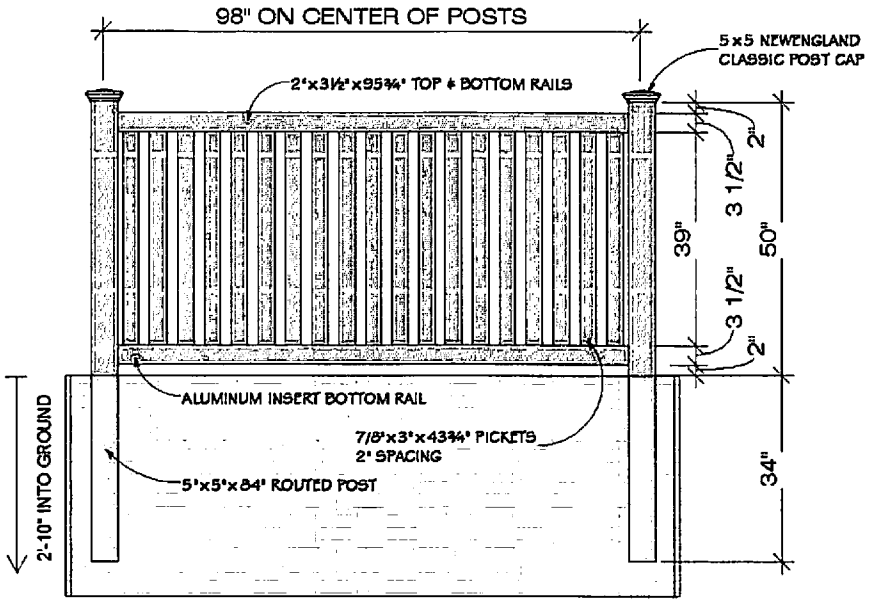
EXHIBIT "E"

STRATFORD



Fence Top View



Fence Elevation

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

VERIDIAN HOMES

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

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

EXHIBIT "F"

Village at Autumn Lake Townhomes (Units 1087-1095)

Responsibility and Guidelines of the Owner and Association

NOTE: The following summary is not intended to be a complete summary of all Owner or Association responsibilities; but instead are presented as a general description and a guideline of such responsibilities and are subject to change in the discretion of the Declarant.

Owner Responsibilities and Guidelines:

Decks/Patios. Each Owner shall be responsible for the decoration, furnishings, housekeeping, maintenance (including snow removal), repair, replacement, general cleanliness and presentability of the deck or patio.

Fences. Vinyl fences, other than the privacy fence installed by Declarant, shall be prohibited.

Privacy Fences. Vinyl privacy fence has been installed by Declarant on each townhome site near the patio, however, owners will each be responsible for 50% of the cost of maintenance, repair and replacement.

Antennae/Wind Powered Electric Generators. Antenna or satellite dish shall be allowed and must receive prior written approval of the Committee and shall comply with any requirements in the Declaration.

Landscaping (trees and shrubs). Initial landscaping shall be installed by the Developer, however, the Owner will be responsible for maintenance, replacement, etc. of landscaping.

Cluster Box Units (CBU's). Each owner will receive a key at closing. If key is lost/stolen, it is the Owner's responsibility to contact the servicing Post Office to have mail slot rekeyed at Owner's expense.

Sidewalks to Stoop and Stoops. Maintenance, repair and replacement of driveway aprons from garage to private alley, stoops and sidewalk from stoop to City sidewalk shall be the responsibility of the Owner.

Snow Removal. Snow removal of driveway aprons from garage to private alley, stoops and stoops to City sidewalk shall be the responsibility of the Owner.

Insurance. Each owner shall be responsible for obtaining insurance on its Contents within the Units interior. Association shall obtain and maintain an all risk insurance policy for the Common Elements and each Unit except for the Contents and assess each Owner 1/9th of any and all premiums associated with the purchased insurance. Additional information can be found in the recorded Declaration of Party Wall Rights Easements.

Association Responsibility and Guidelines:

Snow Removal. Snow removal of the private alley, City sidewalk and terrace that front Lien Road, Autumn Lake Parkway and Summer Shine Drive shall be the responsibility of the Association.

Mowing. Maintenance (mowing) of the lawn and terrace area shall be the responsibility of the Association.

Cluster Box Units (CBU's). Association will be responsible for concrete pad repair and replacement, CBU repair, replacement and snow removal around the CBU.

Insurance. Association shall obtain and maintain an all risk insurance policy for the Common Elements and each Unit except for the Contents and assess each Owner 1/9th of any and all premiums associated with the purchased insurance. Additional information can be found in the recorded Declaration of Party Wall Rights Easements.

LICENSED TO PREFERRED TITLE LLC AND NOT FOR SUBLICENSE, RELICENSE OR ANY OTHER TRANSFER

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5489906
05/22/2019 02:56 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 9

Fourth Amendment to VILLAGE AT AUTUMN LAKE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

Name and Return Address:
Angie Christensen
Veridian Homes
6801 South Towne Drive
Madison, WI 53713

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Fourth Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Village at Autumn Lake, which Declaration was dated January 10, 2017, recorded January 11, 2017 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5298783 (the **"Original Declaration"**) which Original Declaration was subsequently amended by Amendments One through Three, each of which amendments is further described in Exhibit "C" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "C" shall be herein collectively referred to as the **"Declaration"**. This Amendment is made by VAL, LLC, a Wisconsin Limited Liability Company (referred to in the Declaration and this Amendment as the **"Declarant"**). Declarant hereby amends the Declaration as follows:

1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the **"Property"**, the **"Subdivision"** or **"Village at Autumn Lake"**.

3) **Certified Survey Map No. 15073 Subject to Declaration.** Lot 520 of the Subdivision has been legally subdivided by virtue of the recording of Certified Survey Map No. 15073, recorded in the Office of the Dane County, Wisconsin Register of Deeds on May 14, 2019, pages 277 to 280, as Document No. 5474716 (the **"CSM").** Only Lots 2-3 of the CSM are subject to this Declaration. Lots 1 and 4 of the CSM shall not be subject to the terms of the Declaration. Reference to Lot 520 in the Declaration shall only be deemed to refer to Lots 2-3 of the CSM. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

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

[Signature pages follow.]

LICENSED TO PREFERRED TITLE LLC AND NOT FOR SUBLICENSE, RELICENSE OR ANY OTHER TRANSFER

IN WITNESS WHEREOF, the said VAL LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 21 day of May, 2019.

VAL, LLC
By: VH Holdings, LLC, Its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 21 day of May, 2019, Chris Ehlers the Authorized Signatory of VAL, 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.

_____
Notary Public
Dane County, Wisconsin
My Commission Expires: 5-1-20, 20

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

DRAFTED BY:
Attorney Gregory J. Paradise
Mohs, Widder, Paradise ,LLC

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CONSENT TO FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, First Business Bank hereby consents to the forgoing Fourth Amendment to Declaration of Conditions, Covenants and Restrictions for the plat of Village at Autumn Lake and Village of Autumn Lake Replat. 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 21st day of May, 2019.

First Business Bank

By: _____
Brian E. Hagen, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 21st day of May, 2019 the above named Brian E. Hagen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public LISA ALLEN
County of Dane, State of Wisconsin
My Commission Expires: OCT. 29, 2022

LISA ALLEN NOTARY PUBLIC STATE OF WISCONSIN

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Exhibit "A"

Lots 551-555, 564, 565-593, 594-629, 630-634, 640, 642-648, 650-652, 671-682, 697-700 and Outlots 41 and 43-44 Village at Autumn Lake Replat, City of Madison, Dane County, Wisconsin

Lots 1087-1095 and Outlot 66, Village at Autumn Lake Replat No. 2, City of Madison, Dane County, Wisconsin

Lots 1096-1119 and Outlot 67, Village at Autumn Lake Replat No. 3, City of Madison, Dane County, Wisconsin

Lots 2-3, Certified Survey Map No. 15073, City of Madison, Dane County, Wisconsin

Exhibit "B"

LOT #	PARCEL NUMBER				STREET ADDRESS
551	0810	263	4604	0	5619 LEVITAN LN
					1852 MORNING MIST WAY
552	0810	263	4605	8	1848 MORNING MIST WAY
553	0810	263	4606	6	1844 MORNING MIST WAY
554	0810	263	4607	4	1840 MORNING MIST WAY
555	0810	263	4705	6	1801 WILLOW ROCK RD
564	0810	263	4801	2	1704 AUTUMN LAKE PKWY
					5607 SUMMER SHINE DR
					1701 WILLOW ROCK RD
565	0810	263	4913	5	1803 MORNING MIST WAY
					5610 SUMMER SHINE DR
566	0810	263	4912	7	1807 MORNING MIST WAY
567	0810	263	4911	9	1811 MORNING MIST WAY
568	0810	263	4910	1	1815 MORNING MIST WAY
569	0810	263	4909	4	1819 MORNING MIST WAY
570	0810	263	4908	6	1823 MORNING MIST WAY
571	0810	263	4907	8	1827 MORNING MIST WAY
572	0810	263	4906	0	1831 MORNING MIST WAY
573	0810	263	4905	2	1835 MORNING MIST WAY
574	0810	263	4904	4	1839 MORNING MIST WAY
575	0810	263	4903	6	1843 MORNING MIST WAY
576	0810	263	4902	8	1847 MORNING MIST WAY
577	0810	263	4901	0	5627 LEVITAN LN
					1851 MORNING MIST WAY
578	0810	263	5001	7	1848 AUTUMN LAKE PKWY
579	0810	263	5002	5	1844 AUTUMN LAKE PKWY
580	0810	263	5003	3	1840 AUTUMN LAKE PKWY
581	0810	263	5004	1	1836 AUTUMN LAKE PKWY
582	0810	263	5005	9	1832 AUTUMN LAKE PKWY
583	0810	263	5006	7	1828 AUTUMN LAKE PKWY
584	0810	263	5007	5	1824 AUTUMN LAKE PKWY
585	0810	263	5008	3	1820 AUTUMN LAKE PKWY
586	0810	263	5009	1	1816 AUTUMN LAKE PKWY
587	0810	263	5010	8	1812 AUTUMN LAKE PKWY
588	0810	263	5011	6	1808 AUTUMN LAKE PKWY
589	0810	263	5012	4	1804 AUTUMN LAKE PKWY
					5614 SUMMER LAKE PKWY
590	0810	263	5101	5	1847 AUTUMN LAKE PKWY
					5703 LEVITAN LN
591	0810	263	5201	3	1846 RED FERN LN
					5711 LEVITAN LN
592	0810	263	5202	1	1842 RED FERN LN
593	0810	263	5203	9	1838 RED FERN LN
594	0810	263	5204	7	1834 RED FERN LN
595	0810	263	5205	5	1830 RED FERN LN
596	0810	263	5206	3	1826 RED FERN LN
597	0810	263	5207	1	1822 RED FERN LN
598	0810	263	5208	9	1818 RED FERN LN
599	0810	263	5209	7	1814 RED FERN LN

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600	0810	263	5210	4	1810 RED FERN LN
601	0810	263	5211	2	1806 RED FERN LN
602	0810	263	5212	0	1802 RED FERN LN
					5708 SUMMER SHINE DR
603	0810	263	5112	2	1803 AUTUMN LAKE PKWY
					5704 SUMMER SHINE DR
604	0810	263	5111	4	1807 AUTUMN LAKE PKWY
605	0810	263	5110	6	1811 AUTUMN LAKE PKWY
606	0810	263	5109	9	1815 AUTUMN LAKE PKWY
607	0810	263	5108	1	1819 AUTUMN LAKE PKWY
608	0810	263	5107	3	1823 AUTUMN LAKE PKWY
609	0810	263	5106	5	1827 AUTUMN LAKE PKWY
610	0810	263	5105	7	1831 AUTUMN LAKE PKWY
611	0810	263	5104	9	1835 AUTUMN LAKE PKWY
612	0810	263	5103	1	1839 AUTUMN LAKE PKWY
613	0810	263	5102	3	1843 AUTUMN LAKE PKWY
614	0810	263	5301	1	5719 LEVITAN LN
					1841 RED FERN LN
615	0810	263	5302	9	5723 LEVITAN LN
616	0810	263	5303	7	5727 LEVITAN LN
					1830 PIPERS BROOK DR
617	0810	263	5304	5	1826 PIPERS BROOK DR
618	0810	263	5305	3	1822 PIPERS BROOK DR
619	0810	263	5306	1	1818 PIPERS BROOK DR
620	0810	263	5307	9	1814 PIPERS BROOK DR
621	0810	263	5308	7	1810 PIPERS BROOK DR
622	0810	263	5309	5	1806 PIPERS BROOK DR
623	0810	263	5310	2	5726 SUMMER SHINE DR
624	0810	263	5311	0	5720 SUMMER SHINE DR
					1807 RED FERN LN
625	0810	263	5312	8	1813 RED FERN LN
626	0810	263	5313	6	1817 RED FERN LN
627	0810	263	5314	4	1821 RED FERN LN
628	0810	263	5315	2	1825 RED FERN LN
629	0810	263	5316	0	1833 RED FERN LN
630	0810	263	5317	8	1837 RED FERN LN
631	0810	263	5401	9	5803 LEVITAN LN
					1829 PIPERS BROOK DR
632	0810	263	5402	7	5807 LEVITAN LN
633	0810	263	5403	5	5811 LEVITAN LN
634	0810	263	5404	3	5815 LEVITAN LN
640	0810	263	5410	0	1804 WATERFALL WAY
642	0810	263	5502	5	5707 SUMMER SHINE DR
643	0810	263	5503	3	5711 SUMMER SHINE DR
644	0810	263	5504	1	5715 SUMMER SHINE DR
645	0810	263	5505	9	5719 SUMMER SHINE DR
646	0810	263	5506	7	5723 SUMMER SHINE DR
647	0810	263	5507	5	5727 SUMMER SHINE DR
648	0810	263	5508	3	5731 SUMMER SHINE DR
650	0810	263	5511	6	1807 PIPERS BROOK DR
651	0810	263	5512	4	1811 PIPERS BROOK DR
652	0810	263	5513	2	1803 WATERFALL WAY
671	0810	263	5617	2	5820 LEVITAN LN
672	0810	263	5618	0	5816 LEVITAN LN
673	0810	263	5619	8	5812 LEVITAN LN

674	0810	263	5620	5	5808 LEVITAN LN
675	0810	263	5621	3	5804 LEVITAN LN
676	0810	263	5622	1	5728 LEVITAN LN
677	0810	263	5623	9	5724 LEVITAN LN
678	0810	263	5624	7	5720 LEVITAN LN
679	0810	263	5625	5	5716 LEVITAN LN
680	0810	263	5626	3	5712 LEVITAN LN
681	0810	263	5627	1	5708 LEVITAN LN
682	0810	263	5628	9	5704 LEVITAN LN
					1903 AUTUMN LAKE PKWY
697	0810	263	5709	7	5632 LEVITAN LN
					1904 AUTUMN LAKE PKWY
698	0810	263	5710	4	5628 LEVITAN LN
699	0810	263	5711	2	5624 LEVITAN LN
700	0810	263	5712	0	5620 LEVITAN LN
1087	0810	263	5531	4	1721 AUTUMN LAKE PKWY
1088	0810	263	5532	2	1719 AUTUMN LAKE PKWY
1089	0810	263	5533	0	1717 AUTUMN LAKE PKWY
1090	0810	263	5534	8	1715 AUTUMN LAKE PKWY
1091	0810	263	5535	6	1713 AUTUMN LAKE PKWY
1092	0810	263	5536	4	1711 AUTUMN LAKE PKWY
1093	0810	263	5537	2	1709 AUTUMN LAKE PKWY
1094	0810	263	5538	0	1707 AUTUMN LAKE PKWY
1095	0810	263	5539	8	1705 AUTUMN LAKE PKWY
1096	0810	263	5542	1	5820 LIEN RD
1097	0810	263	5543	9	5822 LIEN RD
1098	0810	263	5544	7	5826 LIEN RD
1099	0810	263	5545	5	5828 LIEN RD
1100	0810	263	5546	3	5832 LIEN RD
1101	0810	263	5547	1	5834 LIEN RD
1102	0810	263	5548	9	5838 LIEN RD
1103	0810	263	5549	7	5840 LIEN RD
1104	0810	263	5550	4	5844 LIEN RD
1105	0810	263	5551	2	5846 LIEN RD
1106	0810	263	5552	0	5850 LIEN RD
1107	0810	263	5553	8	5852 LIEN RD
1108	0810	263	5554	6	5856 LIEN RD
1109	0810	263	5555	4	5858 LIEN RD
1110	0810	263	5556	2	5862 LIEN RD
1111	0810	263	5557	0	5864 LIEN RD
1112	0810	263	5558	8	5868 LIEN RD
1113	0810	263	5559	6	5870 LIEN RD
1114	0810	263	5560	3	5874 LIEN RD
1115	0810	263	5561	1	5876 LIEN RD
1116	0810	263	5562	9	5880 LIEN RD
1117	0810	263	5563	7	5882 LIEN RD
1118	0810	263	5564	5	5886 LIEN RD
1119	0810	263	5565	3	5888 LIEN RD
2, CSM 15073	0810	263	4204	8	1724 WILLOW ROCK ROAD
3, CSM 15073	0810	263	4204	8	1702 WILLOW ROCK ROAD
Outlot 41	Not parceled, Right of Way dedicated as Public Alley				
Outlot 43	Not parceled, Right of Way dedicated as Public Alley				
Outlot 44	Not parceled, Right of Way dedicated as Public Alley				
Outlot 66	0810	263	5540	5	5705 SUMMER SHINE DR
Outlot 67	0810	263	5541	3	5830 LIEN RD

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EXHIBIT "C"

Description of Original Declaration and Amendments

	Document	Recording Date	Document Number
1.)	Original Declaration	1/11/2017	5298483
2.)	First Amendment	1/30/2017	5302800
3.)	Second Amendment	6/30/2017	5337700
4.)	Third Amendment	2/1/2019	5467972

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5467972
02/01/2019 02:55 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 10

Third Amendment to
VILLAGE AT AUTUMN LAKE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

Name and Return Address:
Angie Christensen
Veridian Homes
6801 South Towne Drive
Madison, WI 53713

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Third Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Village at Autumn Lake, which Declaration was dated January 10, 2017, recorded January 11, 2017 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5298783, amended by a First Amendment dated January 23, 2017, recorded January 30, 2017 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5302800, amended by a Second Amendment dated June 26, 2017, recorded June 30, 2017 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5337700 (collectively the **"Declaration"**). This Amendment is made by VAL, LLC, a Wisconsin Limited Liability Company (referred to in the Declaration and this Amendment as the **"Declarant"**). Declarant hereby amends the Declaration as follows:

1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the **"Property"**, the **"Subdivision"** or **"Village at Autumn Lake".**

3) **Phases 3, 5 and 8 Subject to Declaration.**

1) Section A-1(A) of the Declaration is modified to provide that the entirety of Phases 3, 5 and 8 are made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

4) **Lots**. Section A-2 (D) is hereby amended. The terms "Lot", "Lots", "Property" and "Properties" shall mean and refer to those lots described in Exhibit "A" attached hereto, which shall replace and supersede Exhibit "A" to the Declaration.

5) Section B-2)D is hereby deleted in its entirety and replaced with the following: "Lots 521-522, 537-542, 718-719, 726-729, 1059 (Village at Autumn Lake Replat) and 1087-1095 (Village at Autumn Lake Replat No. 2) shall be used for Townhomes. Outlot 66, the private alley for lots 1087-1095 shall be maintained by the Association."

6) Section B-2)E is hereby deleted in its entirety and replaced with the following: "Lots 759-760 (Village at Autumn Lake Replat) shall be used for two family twin villas. Lots 1096-1119 (Village at Autumn Lake Replat No. 3) is a replat of Lot 649 (Village at Autumn Lake Replat) and shall be used for two family twin villas. Outlot 67, which serves as a private alley and open space for lots 1096-1119 shall be maintained by the Association."

7) Section B-2)H is hereby deleted in its entirety and replaced with the following: "Lots 520, 564, 642-648 (Village at Autumn Lake Replat) and 1087-1095 and Outlot 66 (Village at Autumn Lake Replat No. 2) shall have no vehicular access to Lien Road. Lots 1096-1119 and Outlot 67 shall have no vehicular access to Felland Road and shall only have access to Lien Road from Outlot 67 (Village at Autumn Lake Replat No. 3).

8) Section B-2)I is hereby deleted in its entirety and replaced with the following: "Lots 1087-1095 (Village at Autumn Lake Replat No. 2 plat) is a replat of Lot 641 (Village at Autumn Lake Replat) and will be maintained by the Association to include mowing of these lots and snow removal of the private alley, sidewalks and terrace that front Summer Shine Drive, Autumn Lake Parkway and Lien Road."

9) Section B-2)K is hereby deleted in its entirety and replaced with the following: "The Association will maintain, including snow removal, the sidewalk along Lien Road for Lots 642-647 (Village at Autumn Lake Replat), 1095 and Outlot 66 (Village at Autumn Lake Replat No. 2), 1096-1119 and Outlot 67 (Village at Autumn Lake Replat No. 3) as well as Outlot 67 along Felland Road."

10) Section B-7)G is hereby added with the following: "**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."

11) M**ailboxes and posts.** Section B-18 is hereby deleted it its entirety and replaced with the following: "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 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), 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. These new requirements will phase out curb side mailboxes nationwide solely at the Postal Service's discretion."

12) Section B-20)F is hereby created and shall read as follows: **"Privacy Fences.** Townhomes 1087-1095 (Village at Autumn Lake Replat No. 2) will have a 6' tall by 8' wide Ply Gem Stratford vinyl privacy fence (see Exhibit "C") installed by Declarant on each townhome site near the patio. Owner will be responsible for maintenance, repair and replacement at Owner's expense."

13) Section B-20)G is hereby created and shall read as follows: "Lots 1087-1095 (Village at Autumn Lake Replat No. 2) shall be made subject to a Declaration of Party Wall Agreement and Association Maintenance Agreement by separate, recorded document."

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

[Signature pages follow.]

IN WITNESS WHEREOF, the said VAL LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 1 day of February, 2019.

VAL, LLC
By: VH Holdings, LLC, Its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 1 day of February, 2019, Chris Ehlers the Authorized Signatory of VAL, 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 STATE OF WISCONSIN

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

CONSENT TO THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, First Business Bank hereby consents to the forgoing Third Amendment to Declaration of Conditions, Covenants and Restrictions for the plat of Village at Autumn Lake and Village of Autumn Lake Replat. 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 31st day of January, 2019.

First Business Bank

By: _____
Brian E. Hagen, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 31st day of January, 2019, the above named Brian E. Hagen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

LISA ALLEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: OCT. 29, 2022

DRAFTED BY:
Attorney Gregory J. Paradise
Mohs, Widder, Paradise ,LLC

Exhibit "A"

Lots 551-555, 564, 565-593, 594-629, 630-634, 640, 642-648, 650-652, 671-682, 697-700 and Outlots 41 and 43-44 Village at Autumn Lake Replat, City of Madison, Dane County, Wisconsin

Lots 1087-1095 and Outlot 66, Village at Autumn Lake Replat No. 2, City of Madison, Dane County, Wisconsin

Lots 1096-1119 and Outlot 67, Village at Autumn Lake Replat No. 3, City of Madison, Dane County, Wisconsin

Exhibit "B"

LOT #	PARCEL NUMBER				STREET ADDRESS
551	0810	263	4604	0	5619 LEVITAN LN
					1852 MORNING MIST WAY
552	0810	263	4605	8	1848 MORNING MIST WAY
553	0810	263	4606	6	1844 MORNING MIST WAY
554	0810	263	4607	4	1840 MORNING MIST WAY
555	0810	263	4705	6	1801 WILLOW ROCK RD
564	0810	263	4801	2	1704 AUTUMN LAKE PKWY
					5607 SUMMER SHINE DR
					1701 WILLOW ROCK RD
565	0810	263	4913	5	1803 MORNING MIST WAY
					5610 SUMMER SHINE DR
566	0810	263	4912	7	1807 MORNING MIST WAY
567	0810	263	4911	9	1811 MORNING MIST WAY
568	0810	263	4910	1	1815 MORNING MIST WAY
569	0810	263	4909	4	1819 MORNING MIST WAY
570	0810	263	4908	6	1823 MORNING MIST WAY
571	0810	263	4907	8	1827 MORNING MIST WAY
572	0810	263	4906	0	1831 MORNING MIST WAY
573	0810	263	4905	2	1835 MORNING MIST WAY
574	0810	263	4904	4	1839 MORNING MIST WAY
575	0810	263	4903	6	1843 MORNING MIST WAY
576	0810	263	4902	8	1847 MORNING MIST WAY
577	0810	263	4901	0	5627 LEVITAN LN
					1851 MORNING MIST WAY
578	0810	263	5001	7	1848 AUTUMN LAKE PKWY
579	0810	263	5002	5	1844 AUTUMN LAKE PKWY
580	0810	263	5003	3	1840 AUTUMN LAKE PKWY
581	0810	263	5004	1	1836 AUTUMN LAKE PKWY
582	0810	263	5005	9	1832 AUTUMN LAKE PKWY
583	0810	263	5006	7	1828 AUTUMN LAKE PKWY
584	0810	263	5007	5	1824 AUTUMN LAKE PKWY
585	0810	263	5008	3	1820 AUTUMN LAKE PKWY
586	0810	263	5009	1	1816 AUTUMN LAKE PKWY
587	0810	263	5010	8	1812 AUTUMN LAKE PKWY
588	0810	263	5011	6	1808 AUTUMN LAKE PKWY
589	0810	263	5012	4	1804 AUTUMN LAKE PKWY
					5614 SUMMER LAKE PKWY
590	0810	263	5101	5	1847 AUTUMN LAKE PKWY
					5703 LEVITAN LN
591	0810	263	5201	3	1846 RED FERN LN
					5711 LEVITAN LN
592	0810	263	5202	1	1842 RED FERN LN
593	0810	263	5203	9	1838 RED FERN LN
594	0810	263	5204	7	1834 RED FERN LN
595	0810	263	5205	5	1830 RED FERN LN
596	0810	263	5206	3	1826 RED FERN LN
597	0810	263	5207	1	1822 RED FERN LN
598	0810	263	5208	9	1818 RED FERN LN
599	0810	263	5209	7	1814 RED FERN LN

600	0810	263	5210	4	1810 RED FERN LN
601	0810	263	5211	2	1806 RED FERN LN
602	0810	263	5212	0	1802 RED FERN LN
					5708 SUMMER SHINE DR
603	0810	263	5112	2	1803 AUTUMN LAKE PKWY
					5704 SUMMER SHINE DR
604	0810	263	5111	4	1807 AUTUMN LAKE PKWY
605	0810	263	5110	6	1811 AUTUMN LAKE PKWY
606	0810	263	5109	9	1815 AUTUMN LAKE PKWY
607	0810	263	5108	1	1819 AUTUMN LAKE PKWY
608	0810	263	5107	3	1823 AUTUMN LAKE PKWY
609	0810	263	5106	5	1827 AUTUMN LAKE PKWY
610	0810	263	5105	7	1831 AUTUMN LAKE PKWY
611	0810	263	5104	9	1835 AUTUMN LAKE PKWY
612	0810	263	5103	1	1839 AUTUMN LAKE PKWY
613	0810	263	5102	3	1843 AUTUMN LAKE PKWY
614	0810	263	5301	1	5719 LEVITAN LN
					1841 RED FERN LN
615	0810	263	5302	9	5723 LEVITAN LN
616	0810	263	5303	7	5727 LEVITAN LN
					1830 PIPERS BROOK DR
617	0810	263	5304	5	1826 PIPERS BROOK DR
618	0810	263	5305	3	1822 PIPERS BROOK DR
619	0810	263	5306	1	1818 PIPERS BROOK DR
620	0810	263	5307	9	1814 PIPERS BROOK DR
621	0810	263	5308	7	1810 PIPERS BROOK DR
622	0810	263	5309	5	1806 PIPERS BROOK DR
623	0810	263	5310	2	5726 SUMMER SHINE DR
624	0810	263	5311	0	5720 SUMMER SHINE DR
					1807 RED FERN LN
625	0810	263	5312	8	1813 RED FERN LN
626	0810	263	5313	6	1817 RED FERN LN
627	0810	263	5314	4	1821 RED FERN LN
628	0810	263	5315	2	1825 RED FERN LN
629	0810	263	5316	0	1833 RED FERN LN
630	0810	263	5317	8	1837 RED FERN LN
631	0810	263	5401	9	5803 LEVITAN LN
					1829 PIPERS BROOK DR
632	0810	263	5402	7	5807 LEVITAN LN
633	0810	263	5403	5	5811 LEVITAN LN
634	0810	263	5404	3	5815 LEVITAN LN
640	0810	263	5410	0	1804 WATERFALL WAY
642	0810	263	5502	5	5707 SUMMER SHINE DR
643	0810	263	5503	3	5711 SUMMER SHINE DR
644	0810	263	5504	1	5715 SUMMER SHINE DR
645	0810	263	5505	9	5719 SUMMER SHINE DR
646	0810	263	5506	7	5723 SUMMER SHINE DR
647	0810	263	5507	5	5727 SUMMER SHINE DR
648	0810	263	5508	3	5731 SUMMER SHINE DR
650	0810	263	5511	6	1807 PIPERS BROOK DR
651	0810	263	5512	4	1811 PIPERS BROOK DR
652	0810	263	5513	2	1803 WATERFALL WAY
671	0810	263	5617	2	5820 LEVITAN LN
672	0810	263	5618	0	5816 LEVITAN LN
673	0810	263	5619	8	5812 LEVITAN LN

674	0810	263	5620	5	5808 LEVITAN LN
675	0810	263	5621	3	5804 LEVITAN LN
676	0810	263	5622	1	5728 LEVITAN LN
677	0810	263	5623	9	5724 LEVITAN LN
678	0810	263	5624	7	5720 LEVITAN LN
679	0810	263	5625	5	5716 LEVITAN LN
680	0810	263	5626	3	5712 LEVITAN LN
681	0810	263	5627	1	5708 LEVITAN LN
682	0810	263	5628	9	5704 LEVITAN LN
					1903 AUTUMN LAKE PKWY
697	0810	263	5709	7	5632 LEVITAN LN
					1904 AUTUMN LAKE PKWY
698	0810	263	5710	4	5628 LEVITAN LN
699	0810	263	5711	2	5624 LEVITAN LN
700	0810	263	5712	0	5620 LEVITAN LN
1087	0810	263	5531	4	1721 AUTUMN LAKE PKWY
1088	0810	263	5532	2	1719 AUTUMN LAKE PKWY
1089	0810	263	5533	0	1717 AUTUMN LAKE PKWY
1090	0810	263	5534	8	1715 AUTUMN LAKE PKWY
1091	0810	263	5535	6	1713 AUTUMN LAKE PKWY
1092	0810	263	5536	4	1711 AUTUMN LAKE PKWY
1093	0810	263	5537	2	1709 AUTUMN LAKE PKWY
1094	0810	263	5538	0	1707 AUTUMN LAKE PKWY
1095	0810	263	5539	8	1705 AUTUMN LAKE PKWY
1096	0810	263	5542	1	5820 LIEN RD
1097	0810	263	5543	9	5822 LIEN RD
1098	0810	263	5544	7	5826 LIEN RD
1099	0810	263	5545	5	5828 LIEN RD
1100	0810	263	5546	3	5832 LIEN RD
1101	0810	263	5547	1	5834 LIEN RD
1102	0810	263	5548	9	5838 LIEN RD
1103	0810	263	5549	7	5840 LIEN RD
1104	0810	263	5550	4	5844 LIEN RD
1105	0810	263	5551	2	5846 LIEN RD
1106	0810	263	5552	0	5850 LIEN RD
1107	0810	263	5553	8	5852 LIEN RD
1108	0810	263	5554	6	5856 LIEN RD
1109	0810	263	5555	4	5858 LIEN RD
1110	0810	263	5556	2	5862 LIEN RD
1111	0810	263	5557	0	5864 LIEN RD
1112	0810	263	5558	8	5868 LIEN RD
1113	0810	263	5559	6	5870 LIEN RD
1114	0810	263	5560	3	5874 LIEN RD
1115	0810	263	5561	1	5876 LIEN RD
1116	0810	263	5562	9	5880 LIEN RD
1117	0810	263	5563	7	5882 LIEN RD
1118	0810	263	5564	5	5886 LIEN RD
1119	0810	263	5565	3	5888 LIEN RD
Outlot 41	Not parceled, Right of Way dedicated as Public Alley				
Outlot 43	Not parceled, Right of Way dedicated as Public Alley				
Outlot 44	Not parceled, Right of Way dedicated as Public Alley				
Outlot 66	0810	263	5540	5	5705 SUMMER SHINE DR
Outlot 67	0810	263	5541	3	5830 LIEN RD

Exhibit "C"

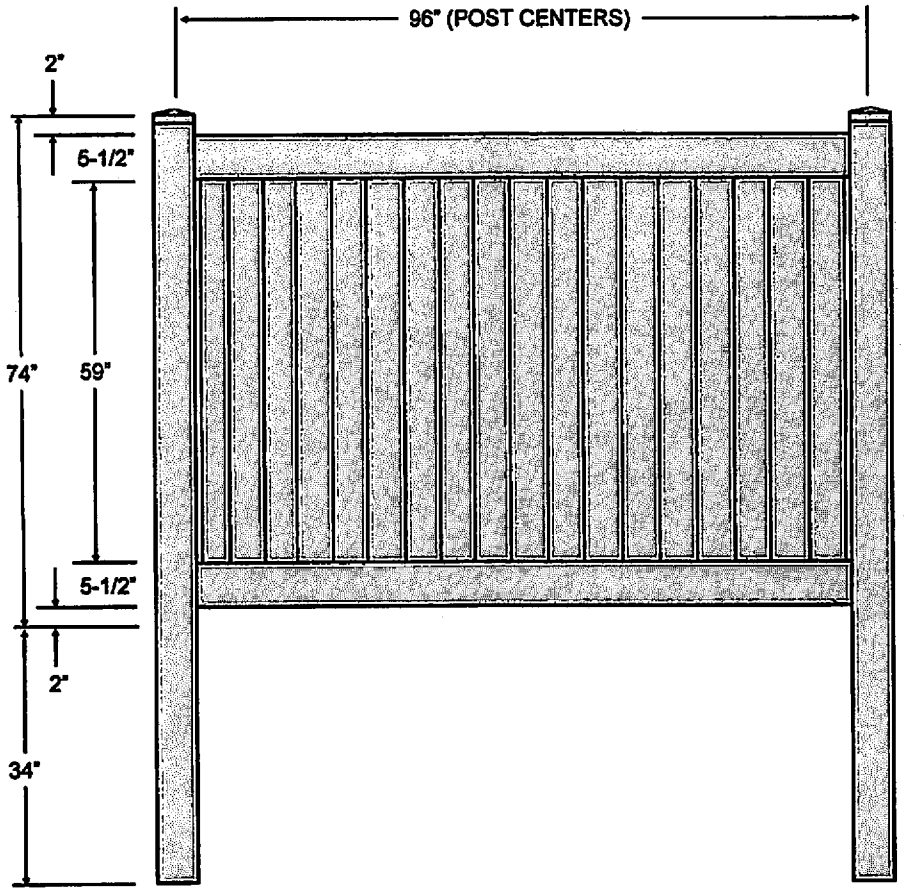
Superior Plastic Products, Inc.	Cambridge Privacy 6x8' Privacy Fence ***1.5x5.5 Rails***

PANEL COMPONENTS

RAIL:
Top & Bottom: 1-1/2x5-1/2x94-1/2"
Bottom Rail Aluminum Insert
PICKET:
9 - 3/4x10x62" T&G
U-CHANNEL
2 - 3/4x58-7/8"

ALSO REQUIRED

6 - #8 Stainless Steel Screws
5x5x108" Post
5x5" Post Cap



Custom Craft™
Distribution, Inc.

121 Countryside Dr. • Belleville, WI 53508
608-424-9080 • 608-424-9081
www.customcraftdist.com

1-30-2017

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

9162877
Tx:8864146

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5337700
06/30/2017 10:58 AM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 7

Document No.

Second Amendment to
VILLAGE AT AUTUMN LAKE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Second Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Village at Autumn Lake, which Declaration was dated January 10, 2017, recorded January 11, 2017 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5298783, amended by a First Amendment dated January 23, 2017, recorded January 30, 2017 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5302800 (collectively the **"Declaration"**). This Amendment is made by VAL, LLC, a Wisconsin Limited Liability Company (referred to in the Declaration and this Amendment as the **"Declarant"**). Declarant hereby amends the Declaration as follows:

1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the **"Property"**, the **"Subdivision"** or **"Village at Autumn Lake".**

3) **Phases 2 and 4 Subject to Declaration.**

a) Section A-1(A) of the Declaration is modified to provide that the entirety of Phases 2 and 4 are made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

(7)

4) **Lots**. Section A-2 (D) is hereby amended. The terms "Lot", "Lots", "Property" and "Properties" shall mean and refer to those lots described in Exhibit "A" attached hereto, which shall replace and supersede Exhibit "A" to the Declaration.

5) **Fences.** 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 "E" to the First Amendment.

6) **Kennels/Runs**. Section D-2(C) (1) is hereby deleted in its entirety and replaced with the following: "1) Fencing surrounding kennel or run must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl depicted in Exhibit "E" to the First Amendment.

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

[Signature pages follow.]

IN WITNESS WHEREOF, the said VAL LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 26 day of June, 2017.

VAL LLC

By: _____
David Simon, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 26 day of June, 2017, David Simon the President of VAL 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 STATE OF WISCONSIN

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

CONSENT TO SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, First Business Bank hereby consents to the forgoing Second Amendment to Declaration of Conditions, Covenants and Restrictions for the plat of Village at Autumn Lake and Village of Autumn Lake Replat. 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 27th day of June, 2017.

First Business Bank

By: _____
Brian E. Hagen, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 27th day of June, 2017, the above named Brian E. Hagen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: August 24, 2018

DRAFTED BY:
Attorney Gregory J. Paradise
Mohs, MacDonald, Widder, Paradise and Van Note, LLC

Exhibit "A"

Lots 551-555, 564, 565-577, 588-589, 591-593, 594-604, 614-616, 624-629, 630-634, 642-645, 671-681, 698-700 and Outlots 41 and 43-44 Village at Autumn Lake Replat, City of Madison, Dane County, Wisconsin

Lots 1087-1095 and Outlot 66, Village at Autumn Lake Replat No. 2, City of Madison, Dane County, Wisconsin

Exhibit "B"

LOT #	PARCEL NUMBER				STREET ADDRESS
551	0810	263	4604	0	5619 LEVITAN LN
					1852 MORNING MIST WAY
552	0810	263	4605	8	1848 MORNING MIST WAY
553	0810	263	4606	6	1844 MORNING MIST WAY
554	0810	263	4607	4	1840 MORNING MIST WAY
555	0810	263	4705	6	1801 WILLOW ROCK RD
564	0810	263	4801	2	1704 AUTUMN LAKE PKWY
					5607 SUMMER SHINE DR
					1701 WILLOW ROCK RD
565	0810	263	4913	5	1803 MORNING MIST WAY
					5610 SUMMER SHINE DR
566	0810	263	4912	7	1807 MORNING MIST WAY
567	0810	263	4911	9	1811 MORNING MIST WAY
568	0810	263	4910	1	1815 MORNING MIST WAY
569	0810	263	4909	4	1819 MORNING MIST WAY
570	0810	263	4908	6	1823 MORNING MIST WAY
571	0810	263	4907	8	1827 MORNING MIST WAY
572	0810	263	4906	0	1831 MORNING MIST WAY
573	0810	263	4905	2	1835 MORNING MIST WAY
574	0810	263	4904	4	1839 MORNING MIST WAY
575	0810	263	4903	6	1843 MORNING MIST WAY
576	0810	263	4902	8	1847 MORNING MIST WAY
577	0810	263	4901	0	5627 LEVITAN LN
					1851 MORNING MIST WAY
588	0810	263	5011	6	1808 AUTUMN LAKE PKWY
589	0810	263	5012	4	1804 AUTUMN LAKE PKWY
					5614 SUMMER LAKE PKWY
591	0810	263	5201	3	1846 RED FERN LN
					5711 LEVITAN LN
592	0810	263	5202	1	1842 RED FERN LN
593	0810	263	5203	9	1838 RED FERN LN
594	0810	263	5204	7	1834 RED FERN LN
595	0810	263	5205	5	1830 RED FERN LN
596	0810	263	5206	3	1826 RED FERN LN
597	0810	263	5207	1	1822 RED FERN LN
598	0810	263	5208	9	1818 RED FERN LN
599	0810	263	5209	7	1814 RED FERN LN
600	0810	263	5210	4	1810 RED FERN LN
601	0810	263	5211	2	1806 RED FERN LN
602	0810	263	5212	0	1802 RED FERN LN
					5708 SUMMER SHINE DR
603	0810	263	5112	2	1803 AUTUMN LAKE PKWY
					5704 SUMMER SHINE DR
604	0810	263	5111	4	1807 AUTUMN LAKE PKWY
614	0810	263	5301	1	5719 LEVITAN LN
					1841 RED FERN LN
615	0810	263	5302	9	5723 LEVITAN LN
616	0810	263	5303	7	5727 LEVITAN LN
					1830 PIPERS BROOK DR

624	0810	263	5311	0	5720 SUMMER SHINE DR
					1807 RED FERN LN
625	0810	263	5312	8	1813 RED FERN LN
626	0810	263	5313	6	1817 RED FERN LN
627	0810	263	5314	4	1821 RED FERN LN
628	0810	263	5315	2	1825 RED FERN LN
629	0810	263	5316	0	1833 RED FERN LN
630	0810	263	5317	8	1837 RED FERN LN
631	0810	263	5401	9	5803 LEVITAN LN
					1829 PIPERS BROOK DR
632	0810	263	5402	7	5807 LEVITAN LN
633	0810	263	5403	5	5811 LEVITAN LN
634	0810	263	5404	3	5815 LEVITAN LN
642	0810	263	5502	5	5707 SUMMER SHINE DR
643	0810	263	5503	3	5711 SUMMER SHINE DR
644	0810	263	5504	1	5715 SUMMER SHINE DR
645	0810	263	5505	9	5719 SUMMER SHINE DR
671	0810	263	5617	2	5820 LEVITAN LN
672	0810	263	5618	0	5816 LEVITAN LN
673	0810	263	5619	8	5812 LEVITAN LN
674	0810	263	5620	5	5808 LEVITAN LN
675	0810	263	5621	3	5804 LEVITAN LN
676	0810	263	5622	1	5728 LEVITAN LN
677	0810	263	5623	9	5724 LEVITAN LN
678	0810	263	5624	7	5720 LEVITAN LN
679	0810	263	5625	5	5716 LEVITAN LN
680	0810	263	5626	3	5712 LEVITAN LN
681	0810	263	5627	1	5708 LEVITAN LN
698	0810	263	5710	4	5628 LEVITAN LN
699	0810	263	5711	2	5624 LEVITAN LN
700	0810	263	5712	0	5620 LEVITAN LN
1087	0810	263	5531	4	1721 AUTUMN LAKE PKWY
1088	0810	263	5532	2	1719 AUTUMN LAKE PKWY
1089	0810	263	5533	0	1717 AUTUMN LAKE PKWY
1090	0810	263	5534	8	1715 AUTUMN LAKE PKWY
1091	0810	263	5535	6	1713 AUTUMN LAKE PKWY
1092	0810	263	5536	4	1711 AUTUMN LAKE PKWY
1093	0810	263	5537	2	1709 AUTUMN LAKE PKWY
1094	0810	263	5538	0	1707 AUTUMN LAKE PKWY
1095	0810	263	5539	8	1705 AUTUMN LAKE PKWY
Outlot 41	Not parceled, Right of Way dedicated as Public Alley				
Outlot 43	Not parceled, Right of Way dedicated as Public Alley				
Outlot 44	Not parceled, Right of Way dedicated as Public Alley				
Outlot 66	0810	263	5540	5	5705 SUMMER SHINE DR

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5302800
01/30/2017 2:58 PM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 7

First Amendment to
VILLAGE AT AUTUMN LAKE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the First Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Village at Autumn Lake, which Declaration was dated January 10, 2017, recorded January 11, 2017 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5298783 (the **"Declaration"**). This Amendment is made by VAL, LLC, a Wisconsin Limited Liability Company (referred to in the Declaration and this Amendment as the **"Declarant"**). Declarant hereby amends the Declaration as follows:

1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.

2) **Land Use and Building Type**.

(a) The first sentence of Section B-2(B) is modified to read as follows: "Lots 234-240, Village at Autumn Lake plat, and Lots 523-536, 543-563, 565-640, 642-648, 650-717, 720-725, 730-758, 764-879, 886-1058 and 1061-1086 shall be used for single family residential purposes." All other terms of Section B-2(B), shall remain unchanged.

(b) The first sentence of Section B-2(D) is modified to read as follows: "Lots 641, 649 and 1059 shall be used for Townhomes." All other terms of Section B-2(D), shall remain unchanged.

(c) Section B-2(E) is deleted in its entirety and replaced with the following: "(E) Lots 521-522, 537-542, 718-719, 726-729, 759-760 and 880-885 shall be used for two family twin villas."

1

(d). Section B-2(S) is deleted in its entirety and replaced with the following: "(S) The ownership and maintenance of the private open space shall be perpetually maintained by the Association. The use of the private open space is restricted to park and recreational purposes and shall not be closed to the public. The foregoing restriction shall not be amended or eliminated without the advance consent of the City of Madison Common Council. The City of Madison Parks Department reserves the right to review any changes made to this section or to any modifications proposed in the recorded covenants that may directly impact the private open space in the Development."

4) **Lots**. Section A-2 (D) is hereby amended. The terms "Lot", "Lots", "Property" and "Properties" shall mean and refer to those lots described in Exhibit "A" attached hereto, which shall replace and supersede Exhibit "A" to the Declaration.

5) **Fences.** Section D-2 (A) (1) is hereby amended. Exhibit "E" attached to and made a part of the Declaration is deleted in its entirety and replaced with Exhibit "E" attached hereto.

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

[Signature pages follow.]

IN WITNESS WHEREOF, the said VAL LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 23 day of January, 2017.

VAL LLC

By: _____
Jeffrey S. Rosenberg, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 23 day of January, 2017, Jeff Rosenberg the Vice President of VAL 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 STATE OF WISCONSIN

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

CONSENT TO FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, First Business Bank hereby consents to the forgoing First Amendment to Declaration of Conditions, Covenants and Restrictions for the plat of Village at Autumn Lake and Village of Autumn Lake Replat. 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 20th day of January, 2017.

First Business Bank

By: _____
Brian E. Hagen, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 20 day of January, 2017 the above named Brian E. Hagen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 5-1-20

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

DRAFTED BY:
Attorney Gregory J. Paradise
Mohs, MacDonald, Widder, Paradise and Van Note, LLC

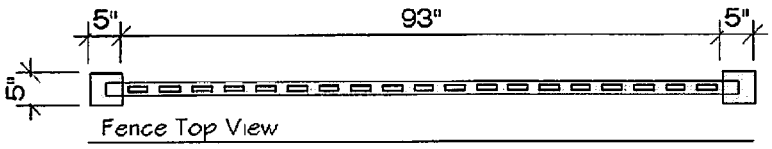
Exhibit "A"

Lots 588-589, 594-604, 624-629, 641-645 and Outlots 43-44, Village at Autumn Lake Replat, City of Madison, Dane County, Wisconsin

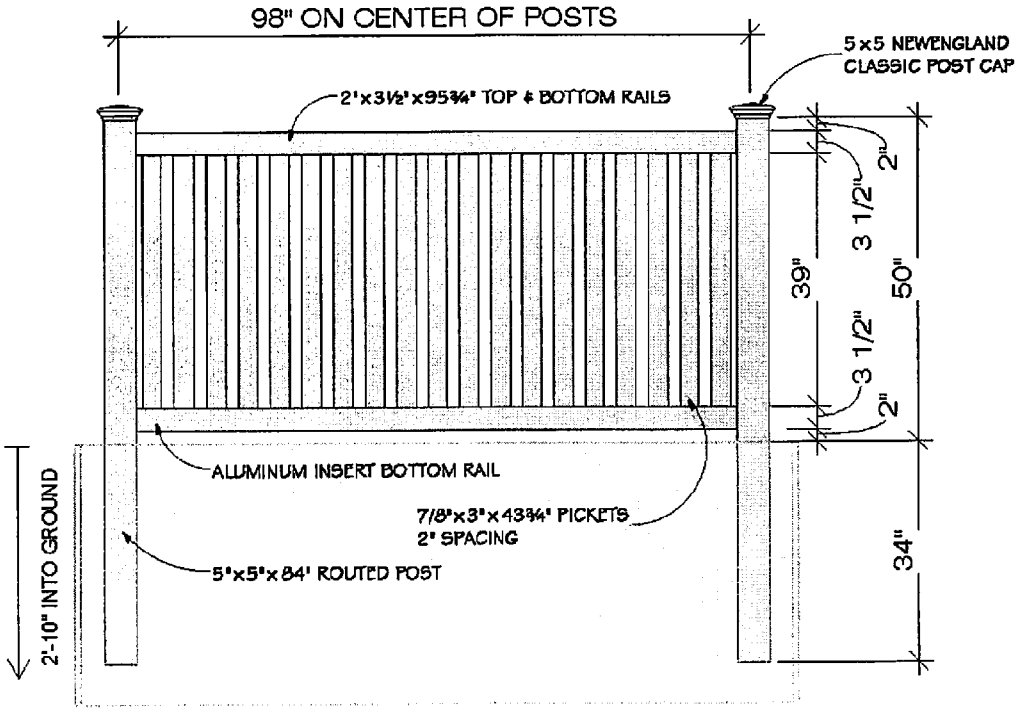
Exhibit "B"

LOT #	PARCEL NUMBER				STREET ADDRESS
588	0810	263	5011	6	1808 AUTUMN LAKE PKWY
589	0810	263	5012	4	1804 AUTUMN LAKE PKWY 5614 SUMMER LAKE PKWY
594	0810	263	5204	7	1834 RED FERN LN
595	0810	263	5205	5	1830 RED FERN LN
596	0810	263	5206	3	1826 RED FERN LN
597	0810	263	5207	1	1822 RED FERN LN
598	0810	263	5208	9	1818 RED FERN LN
599	0810	263	5209	7	1814 RED FERN LN
600	0810	263	5210	4	1810 RED FERN LN
601	0810	263	5211	2	1806 RED FERN LN
602	0810	263	5212	0	1802 RED FERN LN 5708 SUMMER SHINE DR
603	0810	263	5112	2	1803 AUTUMN LAKE PKWY 5704 SUMMER SHINE DR
604	0810	263	5111	4	1807 AUTUMN LAKE PKWY
624	0810	263	5311	0	5720 SUMMER SHINE DR 1807 RED FERN LN
625	0810	263	5312	8	1813 RED FERN LN
626	0810	263	5313	6	1817 RED FERN LN
627	0810	263	5314	4	1821 RED FERN LN
628	0810	263	5315	2	1825 RED FERN LN
629	0810	263	5316	0	1833 RED FERN LN
641	0810	263	5501	7	5703 SUMMER SHINE DR 1703 AUTUMN LAKE PKWY
642	0810	263	5502	5	5707 SUMMER SHINE DR
643	0810	263	5503	3	5711 SUMMER SHINE DR
644	0810	263	5504	1	5715 SUMMER SHINE DR
645	0810	263	5505	9	5719 SUMMER SHINE DR

EXHIBIT E



Fence Top View



Fence Elevation

NOTE:

MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

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

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

VERIDIAN HOMES

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

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5298483
01/11/2017 10:45 AM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 52

VILLAGE AT AUTUMN LAKE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This Declaration of Protective Covenants, Conditions and Restrictions (the "**Declaration**") is made this 10 day of January, 2017, by VAL, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "**Declarant**") and/or its successors and assigns.

WHEREAS, Declarant is the owner of or has rights to the real property legally described in Exhibit "A" attached hereto and incorporated herein by reference, said property being a part of the Village at Autumn Lake Replat, located in the City of Madison, WI (the "Plat") and desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

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

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

WHEREAS, Declarant has thought it desirable for the efficient maintenance and preservation of the values of said Development to create an Association to which should be delegated and assigned the powers of owning, maintaining and administering the Common Property and facilities, as set forth below, and administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and

charges as hereinafter or in the future created or established, and promoting the health, welfare and recreation of the Development's residents. Declarant has incorporated the Village at Autumn Lake Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the **"Association")** for such purposes; and

WHEREAS, Developer intends to proceed with the Development in phases, as further set below, with phases subsequent to Phase 1, as that term is defined below, being made subject to this Declaration, as the same may be amended from time to time, by separate written instrument executed and recorded by the Declarant at a later date.

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

PART A
ASSOCIATION MATTERS

A-1 Property Subject to Protective Covenants

A) **Existing Property.** The real property subject to the provisions of these Protective Covenants consists of that part of the Plat consisting of Lots 588-589, 594-604, 624-629 and 641-645 (hereinafter referred to as either "Phase 1" or the "Subdivision"). Phase 1 is described on Exhibit A, attached hereto. Phase 1 is composed of twenty-three (23) individual single family residential lots and one (1) townhome lot (hereinafter "Lots") and is the first phase of a subdivision consisting of a proposed total of nine hundred fifty three (953) total lots.

B) Declarant reserves the right, any time during the term of these Protective Covenants, to subject other real property whether a part of the Plat or otherwise (the "Additional Properties") to the provisions of this Declaration. The Additional Properties shall be located in Dane County, Wisconsin, and shall be adjacent to the Subdivision. Developer shall subject Additional Properties to this Declaration by recording with the Register of Deeds of Dane County one or more amendments to this Declaration, with each amendment setting forth the legal description of the Additional Properties thereby made subject to this Declaration.

A-2) Definitions.

A) "Association" shall mean and refer to the Village at Autumn Lake Homeowners Association, Inc., and its successors and assigns.

B) "Common Property" includes all those areas located in the Development which are not contained within a Lot and which are intended for common use or are necessary or convenient to the existence, maintenance or safety of the Development. Common Property may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Declaration, and all improvements located on said property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include all public or private alleys (if any), driveways, public recreational trails, stormwater management facilities, entrance signs, public parks, traffic calming measures, plantings, landscaping islands or boulevards as further described herein. Declarant may, by

subsequent amendment or easement, designate parts of certain private lands within the Development as Common Property, rendering the Association responsible for maintenance thereof, without subjecting the same to the ownership provisions contained in Section A-4, below.

C) "Declarant" shall mean and refer to VAL, LLC; a Wisconsin Limited Liability Company and/or its successors and assigns.

D) "Lot" shall mean and refer to individual subdivided lots in the Village at Autumn Lake as described and depicted in Exhibit "A", or as may be subjected to the terms of this Declaration in the future. In the future, Declarant intends to convey the Lots to purchasers who shall thereupon become members of the Association. The term "Property" or "Properties" shall be synonymous with the term Lot.

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

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

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

H) "City" shall refer to the City of Madison, a Wisconsin Municipal Corporation.

I) **Development Documents**. This document is the Declaration. Any person interested in owning any Lot in the Development should review and become familiar with the requirements of this Declaration and the Plat, each of which sets forth certain rights, obligations and restrictions with regard to the Lots and the Development, and which may be collectively referred to as the **"Development Documents"**.

A-3) Membership and Voting Rights.

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

B) **Voting Rights.**

1) Each member shall be entitled to one vote for each Lot owned except as set forth in A-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), and until control of the Association is turned over to the Owners, Declarant shall pay in lieu of assessments against Declarant owned Lots an amount equal to the difference between the assessments due from Owners as budgeted by Declarant and the actual expenses of the Association. Such payments by Declarant shall be made as expenses are incurred or at such other times as Declarant shall determine. 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 Association operating expenses. The Declarant shall not be responsible for payment of assessments attributable to any Lots owned by Declarant, whether in a phase of the Development that has been developed, is currently being developed, or will be developed in the future.

A-4) **Description.**

A) **Responsibility for Assessments.** At the present time, the Declaration is applicable to all Lots located in the Development. Declarant shall turn over to the Association, at the time control is turned over to the Members, any surplus received by the Association of income over expenses. The following table describes the number of assessment units (an "**Assessment Unit**"), which are assigned to various Lots in the Development based upon their intended use at the present time. The number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share (**"Percentage Interest"**) of assessments for common area maintenance and other expenses, which the Association is permitted to assess to members under the Declaration. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit. With respect to multi-family residential apartments, duplex homes and townhouses, each apartment, duplex unit or townhouse unit, shall be considered a Dwelling Unit. By way of example and not limitation, if a townhouse has six separate apartments, each such apartment shall be considered a Dwelling Unit and each such apartment shall be assigned one Assessment Unit. With respect to condominiums, each individual condominium unit shall be considered a Dwelling Unit. The Declarant reserves the right to establish assessments based on budget and market conditions until such time as control of the Association is turned over to the Owners.

	Use	Number of Assessment Units
1)	Single Family:	One (1) per Dwelling Unit.
2)	Multi-Family Residential Apartments (except lots 520 and 564)	Fifty/100ths (.50) per Dwelling Unit.
3)	Multi-Family Residential Apartments (lots 520 and 564 only *)	Twenty-eight/100ths (.28) per Dwelling Unit.

3) Multi-Family Condominiums: Seventy-five/100ths (.75) per Dwelling Unit.

4) Multi-Family Townhouse Homes: One (1) per Dwelling Unit.

* These lots are handling their own snow removal and other related cost. See Section B-2) I.

B) **Percentage Interest for Condemnation or Insurance Proceeds.** Any insurance proceeds or condemnation awards relating to the damage, destruction or taking of Common Property shall be paid to the Association and held by the Association for the purpose of defraying General and Special Assessments and other costs and expenses incurred by the Association.

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

D) **Ownership.**

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

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

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

A-5) Maintenance of Common Property

A) Maintenance Requirements.

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

2) General Responsibilities. Maintenance shall include, but not be limited to, responsibility for landscaping and lawn care, trash removal in the alleyways, 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 City, and shall include landscaping, snow and ice removal. If the special street design features or landscaping are not maintained, the City will give notice to the Association that it is not being maintained. If the Association does not respond to the notice within sixty (60) days, the City may modify the physical traffic measures to minimize maintenance needs; including replacing landscaped surfaces with asphalt. The Association and persons involved with the maintenance and upkeep of the special traffic measures shall indemnify and hold harmless the City and its boards and commissions, and their officers, agents and employees from and against all claims, demands, loss or liability of any kind, type or description, related to the maintenance and upkeep of the special traffic measures.

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

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

B) <u>Assessments</u>.

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments (**"General Assessments"**) against each Lot beginning January 1, 2017 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 (see Exhibit G). 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 shall be permitted. Outlots dedicated to the City and uses for such Outlots are noted for informational purposes only.

A) Lot 520 and 763 shall be used as multifamily residential purposes, that may include multiple-story buildings either owner or non-owner occupied. Each Owner, by accepting a deed to the Owners lot, shall be conclusively deemed to have consented to such use and to have forever released any rights to object to such use. There will be no vehicular access to Lien Road.

B) Lots 234-240, Village at Autumn Lake plat, 523-536, 543-563, 565-640, 642-648, 650-717, 720-725, 730-758, 764-1058 and 1061-1086 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.

C) Lots 564 and 1060 shall be used for mixed use.

D) Lots 521-522, 537-542, 641, 649, 718-719, 726-729 and 1059 shall be used for Townhomes. The private alley for Lot 641 shall be maintained by the Association.

E) Lots 759-760 shall be used for two family twin villas.

F) Lots 761-762 shall be used for multi-family four units.

G) Lot 660 is restricted from development until City of Madison sewer and water services are available to serve the lot.

H) Lots 520, 564, 641-648 and a portion of 649 shall have no vehicular access to Lien Road.

I) Lot 641 will be maintained by the Association to include snow removal of the private alley, sidewalk and terraces along that front Autumn Lake Parkway and Lien Road. It is contemplated that when constructed, lot 641 will be replatted, but maintenance requirements will remain the same.

J) Lots 520 and 564 Owners will be responsible to maintain, including snow removal, the sidewalk and terraces that front those lots along Lien Road and City View Drive.

K) The Association will maintain, including snow removal, the sidewalk along Lien Road for Lots 569 and 641-647.

L) Outlot 16 (Village at Autumn Lake plat) shall be dedicated to the public for park.

M) Outlot 17 (Village at Autumn Lake plat) was dedicated for public park or school purposes.

N) Outlots 38 (Village at Autumn Lake plat), 42, 45, 49-50, 52, 54-55, 58, 60-63 shall be used as private open space.

O) Outlots 40-41, 43-44, 56-57 and 59 are dedicated to public for alley purposes.

P) Outlots 46-48, 55, and 64-65 shall be dedicated to the public for stormwater management and drainage purposes.

Q) Outlot 53 shall be dedicated to the public for stormwater management purposes.

R) Outlot 51 shall be dedicated to the public for bike path purposes.

S) That the private ownership and maintenance of the open space will be perpetually maintained by the City of Madison Parks Department. The use of the private open space is restricted for

park and recreational purposes not closed to the public by recorded covenants which run with the land in favor of the future owners of property within the tract and which cannot be defeated or eliminated without the consent of the Common Council. City of Madison Parks Department reserves the right to review any changes made to this paragraph.

T) **Pool/Community Center.** The term Common Property as defined in Section (A-1)(B) of the Declaration shall be amended to include a Community Center as that term is defined herein, if a Community Center is constructed by Developer. Developer may, but is not legally obligated to, construct a community center building with an outdoor pool (the **"Community Center"**), as a common amenity, available for use by all residents of the Development. The Community Center will be designed by Developer as Developer shall solely determine, and will be constructed at Developer's sole cost and expense, but the maintenance, repair, replacement, operation, use and capital improvement costs (**"Future Maintenance"**) of the Community Center subsequent to initial design and construction shall be a common expense to be paid for by the Owners as part of the maintenance of Common Property described in Section (A) of the Declaration. The Association shall have the discretion to determine how assessments for Future Maintenance shall be made against the Owners including whether or not such assessments are mandatory, are based on use or other criteria. Until such time as Developer turns over the control of the Association to Owners, it is Developer's intent to assess the cost of Future Maintenance of the Community Center as part of the minimum annual assessments to be paid by Owners pursuant to Section (A) of the Declaration.

U) The City requires that Declarant install a fence adjacent to the public park lands at the rear property lines in order to deter encroachments onto City property and that the fences shall be maintained in good condition by each Owner of such Lot in perpetuity. Certain lots may also have a "Park Boundary from the City of Madison Parks Division" marker posted along the back property line adjacent to the public park.

V) 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.

W) Except as otherwise provided herein, no buildings, signs or other structures incidental to the use of any Outlot, which have not been approved in advance by the Committee, may be constructed on any Outlot. Uses for Outlots cannot be changed without the written consent of the Committee. No structures other than structures located within a park easement related to park usage are permitted.

X) 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. 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. Landscaping 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 City Engineer and the Zoning Administration, as amended in accordance with the Madison General Ordinances.

C) Public utility easements five feet (5') 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 five feet (5') in width measured from the property line to the interior of each lot except that the easement shall be ten feet (10') in width on the perimeter of the Plat. Easements shall not be required on the property lines shared with greenways or public streets.

E) No structure of any kind shall be permitted within a vision triangle which exceeds a height of 2 ½ feet above the surface created by connecting the three (3) corners of the vision triangle as noted on the plat except for necessary highway and traffic signs, approved public utility lines and open fences through which there is a clear vision, nor shall any plant material except grasses and similar turf be permitted which obstructs safe vision of the approaches to the intersection.

F) All rights of way noted on the Plat shall be dedicated to the Public and shall be improved in accordance with applicable law.

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 City have agreed to a certain Storm Water Management Plan. In the event of conflict between any plans and such Storm Water Management Plan, the Storm Water Management Plan shall control. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance or correction of any drainage condition and the Lot Owner shall be responsible for the cost thereof.

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

B-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) Rain Garden Areas. Rain Garden Areas shall be located as determined by the Declarant. After such time as the Declarant turns control of the Development over to the Association, the Association shall designate a Rain Garden Area. The Rain Garden Area may be used only for growing and cultivating designated plants and must be used for rain water runoff from paved areas. Designated plants growing to an average of more than five (5') feet in height shall be prohibited and all designated plants in the Rain Garden Area must be kept trimmed to a height not to exceed five (5) feet in height. Such Rain Garden Areas will not have to be shown on the Plat. Rain gardens Areas reduce water pollution while beautifying the landscape. Rain gardens are "bio-Retention" systems, alternative stormwater management practices that use natural processes to increase the infiltration of rainwater into the ground and remove potentially harmful pollutants.

B-11) Rain Garden Maintenance. Declarant or Owner shall or may install a Rain Garden/Bio-Retention System in accordance with plans approved by City Engineer, if required by the City of Madison or at an Owner's election after approval by the Committee. Owner shall maintain records of installation, inspections, cleaning and any other maintenance all in accordance with Chapter 37 of the Madison General Ordinances. Visual Inspection of the Rain Garden/ Bio-Retention System shall be performed, at a minimum, annually. Maintenance shall be required when system shows standing water beyond 72 hours of rain event. Cleaning shall consist of removal of sediment, two (2) foot undercut, undercut replacement with material consisting of 1/3 topsoil, 1/3 compost and 1/3 sand and restoration in-kind. Restoration of plant material shall be by plugging, not seeding alone. Any alterations to approved Rain Garden/ Bio-Retention System shall be approved by City Engineer. Owner shall maintain records of inspections, cleaning and replacement of the Rain Garden all in accordance with Chapter 37 of the Madison General Ordinances.

B-12) 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-13) 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. No signs will be located in the Outlots, except those that the Declarant may place in conjunction with Public Recreational Trail and Park development and use.

B-14) Entrance Sign. It is contemplated there will be an entrance monument sign and associated easement in Lots 564 and 641 of the Plat. The sign (but not the land on which it is located) will be Common Property owned by the Association. The Association will be responsible for the maintenance of said sign to include watering, mowing and basic landscape requirements. The Association is responsible for determining whether said signs shall remain in place and assess all owners in the neighborhood of any future replacement cost after Declarant turns over control of the Association to the Owners

B-15) 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-16) 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-17) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-18) 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). Mailbox and post placement are further subject to any applicable regulations of the U.S. Postal Service or City.

B-19) Telephone (Land Line Service). Due to updated FCC government regulations, telephone communication providers are no longer required to provide land line service to new phases. As a result, Veridian cannot guarantee that all new phases will have access to traditional land line phones. However, most of the cable company service providers have the ability to bundle in those services.

B-20) Notices to Owners. The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in the Property:

A) Portions of the property have been approved for multi-family which may include apartments and/or condominiums. By acceptance of a deed to a Lot, Owners accept such uses and waive any objections to the same.

B) Public: Public Alleys (collectively, "Alleys") are shown on the Plat as Outlots. Said Alley will be dedicated to the City. The cost of the maintenance of the Alleys shall be the responsibility of the City. Certain Lots in the Development border Alleys, which are intended to serve as the access to such Lots. Restrictions on the Alleys are summarized as follows:

1) There will be no public trash, leaf or recycled material pick-up service in said Alleys, but instead, there will be one or more trash pick-up collection points designated by the Declarant to be used by Owners of a Lot bordering the Alleys in question. Trash pick-up may initially be provided by the Association and charged as an expense of the Association, but such arrangement may be changed to provide for public or some other method of trash pick-up at a future time as determined by the Declarant or the Association. All trash receptacles to include recycling receptacles must be removed from the Alleys within 24 hours after trash or recycled material pick-up.

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

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

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

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

D) Notice is hereby given that as of the date hereof there is an active quarry operation on certain lands in close proximity to the subdivision, and that the foregoing quarry operation may have an effect on the use, enjoyment and market value of Lots in the subdivision, and in particular, those Lots located in close proximity to the quarry operation. Each buyer should familiarize themselves with the location of their Lot and its proximity to the quarry operation. Let it be further disclosed that there are periods of blasting and vibration. Depending on the nature of the prevailing winds, dust may be present. At closing, the deed for each will include an attachment evidencing Owners waiver of objection. By acceptance of a deed to a Lot, Owners accept such and waive any objections.

E) Notice is hereby given that as of the date hereof there is an active railroad on certain lands in close proximity to the subdivision, and that the foregoing railroad operation may have an effect on the use, enjoyment and market value of Lots in the subdivision, and in particular, those Lots located in close proximity to the railroad. Each buyer should familiarize themselves with the location of their Lot and its proximity to the railroad operation.

B-21) Improvements Within Easements. Any improvements (for example, fences, dog kennels, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement and is subject to terms and conditions as set forth on the final plat.

B-22) Lake Preservation Requirements. There is a Resident's Guide for Autumn Lake Management (see Exhibit "G" all Owners are required to follow and maintain. The cooperation of all Owners with respect to day-to-day lawn care and household maintenance is essential to maintaining a healthy and vital Lake, free of pollution and algae to the greatest degree possible. Developer will provide to Owners one or more publications describing the best practices for yard and household maintenance. In addition, the following mandatory rules and regulations are hereby imposed upon all Owners and Lots within the Development.

A) Only phosphorous-free fertilizers may be used within the Development. A fertilizer mixture of 20-0-10 is an appropriate mixture. After fertilizing, Owners must sweep excess fertilizer falling on adjacent walks and driveways, back onto the lawn so that the excess fertilizer does not wash off of

impervious services and into the Lake. Fertilizer applications shall be limited to one application per lawn per year, and must be applied in the early fall, except for a one-time starter fertilizer application for initial lawn seeding purposes. The use of organic fertilizers such as Milorganite or synthetic fertilizers such as Nitroform, or their equivalents, is encouraged. Owners shall water their lawns after fertilizer application in order to move the fertilizer into the soil.

B) If an herbicide is used to kill weeds, the herbicide Rodeo, or an equivalent aquatic form of herbicide, may be used. Applications shall be limited to once per year and to the fall of the year only.

C) Grass clippings which are not mulched shall be bagged and properly disposed of in order to prevent clippings from being deposited into the Lake. Grass clippings deposited into the Lake will decay, releasing phosphorous, which increases algae growth, which in turn, blocks sunlight to oxygen-producing aquatic plants. Leaves which are left on the curb for pickup shall be placed into compostable paper leaf bags left open at the top.

D) Any automobile oil leaks or other similar type of fluid leaks shall be immediately cleaned up with oil dry, kitty litter or other non-toxic equivalent, to prevent such materials from washing off into storm sewers, and, eventually, into the Lake.

E) All pet feces shall be immediately bagged and disposed of properly. Pet feces shall not be allowed to remain on lawns, terraces or other areas of the Development.

F) The washing of cars on driveways will not be permitted. Cars must be washed on a pervious surface, so that water does not run into the storm sewer and from there into the Lake.

The Developer, and after the Developer is no longer in control of the Development, the Association, may amend the foregoing rules or adopt additional rules and regulations, relating to the subject matter of this section.

B-23) Woodland Preservation Areas. A tree preservation plan and grading plan shall be approved by the Planning Division in consultation with the City Engineering Division and Parks Division prior to the commencement of subdivision improvements for a particular phase of development. The tree preservation plan shall contain an inventory noting the general size and species of the existing trees so that opportunities for tree preservation, tree replanting, and any protective measures related thereto (including tree preservation easements and alternative utility locations) may be recorded.

The Woodland Preservation Areas contain a mixture of mature hardwoods, native species, and evergreens. Construction impacts and tree removals within these areas shall be limited to the minimum necessary to construct the neighborhood streets, development lots, sidewalks, stormwater management, and walkways. Construction of streets, sidewalks, and paths should be designed and installed with a goal of minimizing tree removals or impact on the root-zones of remaining trees, whenever feasible.

Homeowners of these lots will be responsible to maintain the tree preservation areas as undisturbed natural landscapes. Tree removals may be undertaken only for cases of dead/diseased trees or for trees that represent safety hazards. No structures or other improvements may be placed or constructed in the Woodland Preservation Areas. Home owners may plant additional trees or landscaping in the Woodland Preservation Areas provided it does not interfere with the existing trees.

The following preservation steps will be undertaken to protect the trees that remain in the non-graded areas during construction:

1.) Front yard utility placement will be used for lots with tree preservation areas in the rear yards to avoid utility impacts.

2.) Drip line fencing will be installed to protect specimen trees where they are in close proximity to grading areas.

3.) Preservation areas will be verified in the field and staked prior to tree removals and grading commencement.

4.) The following preservation easements will be noted on the Final Plat:

Lots 646-648 will have a maximum rear yard buildable area of 100' from the front property line.

Lots 654-665 will have a maximum rear yard buildable area of 100' from the front property line.

Lots 911-926 will have a maximum rear yard buildable area of 100' from the front property line.

5.) Lot corner marker shall be placed to delineate the outlot property boundary where lots abut private open spaces.

6.) Walking paths within OL 60, 62, 63 shall be designed to minimize impact on the existing trees by using limited grading and shall be constructed of gravel, stone, or bark mulch path surfaces.

7.) The applicant shall work with the Engineering and Planning Departments to develop a Felland Road cross section that minimizes the impact on the adjoining tree preservation areas, including overall cross section and sidewalk placement.

See Exhibit "I" Woodland Preservation Areas Map for location of tree preservation areas.

PART C
ARCHITECTURAL CONTROL COMMITTEE

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

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

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

C-2) Architectural Control. No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials

to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete Architectural Review Application (**"Application"**) . Plans, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee. The Application can be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources (located on the top toolbar, select Architectural Control Committee and select the appropriate application for your request.

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

C-4) Procedure.

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

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

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

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

E) The Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as Common Property expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis,

and the costs thereof may be charged to an applicant. The members of the Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

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

Village at Autumn Lake Homeowners Association, Inc.
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713
acc@veridianhomes.com

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

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

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

C-10) Successor to Committee. Declarant may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when Declarant no longer has any ownership interest in the Property. At such time as Declarant turns over Committee control, the

Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder.

PART D
DESIGN GUIDELINES

D-1) Single Family and Twin Home Dwelling Units.

A) Architectural Design and Housing Variety Guidelines.

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

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

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

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

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

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

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.

D) **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 cannot project beyond the face of the home or the open porch. The garage face must be set back a minimum of 2'-0" from the front elevation unless applicable zoning ordinances 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".

E) <u>Ornamental Design Elements.</u>

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 corner trim shall be minimum 3½" vinyl or composite as approved by the Architectural Control Committee and used with box outs or when part of the standard plan.

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

F) <u>Roof/Facias/Soffits/Eaves.</u>

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 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, dormers and small bay windows. Larger overhangs may be required as appropriate to the architectural style.

G) **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 as appropriate to overall building style and massing.

4) Any elevations facing public streets or spaces shall have a minimum of two (2) windows with wrap trim or shutters and window grills as appropriate and one (1) gable vent.

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, 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.

H) **Colors.** The Declarant or the Architectural Control committee, whichever is then applicable shall approve the trim, siding and roofing colors to assure the most aesthetic combination for a particular house as well as for the Village at Autumn Lake and Village at Autumn Lake Replat. Any

subsequent changes in such colors shall be approved by the Declarant or Committee, whichever is then applicable.

I) **Chimneys, facia and soffits.** All chimneys and exterior flues shall be enclosed using brick, stone, stucco or siding material. No cantilevered chimney will be allowed, all must be on foundations.

D-2) Other Improvements.

A) **Fences** All fencing must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. All fence material shall be constructed of vinyl. Zoning approval and/or a building permit from the City may be required to construct fencing. Committee approval does not supersede the need for any municipal approvals or permits.

1) Fencing must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, Exhibit "E". The fence style can also be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources located on the top toolbar, select Architectural Control Committee and scroll down to the First Addition to 1000 Oaks neighborhood to view Acceptable Fence Style.

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. Gates may be required for access to utility easements.

d) Fencing color by PlyGem Fence/Railing of Sandstone is the only color permitted.

2) Appropriate uses of fencing:

a) Fencing shall be limited to rear and side yards only.

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

c) Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.

d) Fencing at side yards of corner lots shall be placed a minimum of 6 inches from the property line (approximately 1 foot from sidewalk) 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. Zoning approval and/or a building permit from the City may be required to construct a deck. Committee approval does not supersede the need for any municipal approvals or permits.

1) Appropriate deck design shall incorporate the following criteria:

a) Deck(s) shall be proportionate in size to the footprint of the dwelling

b) Deck(s) shall be proportionate in length and width

c) Deck(s) shall not project past the rear or side yard setbacks

d) Deck(s) at side yards of corner lots may not project past the corner of the home or garage for that side facing the street.

e) Deck(s) must be stained or painted

2) Inappropriate deck design:

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

b) Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.

c) Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

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

1) Fencing surrounding kennel or run must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, Exhibit "E". The fence style can also be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources located on the top toolbar, select

Architectural Control Committee and scroll down to the First Addition to 1000 Oaks neighborhood to view Acceptable Fence Style.

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. Gates may be required for access to utility easements.

d) Fencing color by Ply Gem Fence/Railing of Sandstone is the only color permitted.

2) Appropriate placement of kennels or runs:

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

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

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

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

3) Inappropriate placement of kennels or runs:

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

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

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

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

D) 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. Committee approval does not supersede the need for any municipal approvals or permits.

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 property 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 Owners and their successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date recorded, after which time said Declaration shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the Owners agreeing to change said Covenants in whole or in part or to terminate the same.

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

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

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

E-5) Parade of Homes and/or Condominiums. 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. Declarant may be required to seek City approval for approval for Parade of Homes parking and traffic.

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

E-7) Notices.

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

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

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

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

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

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

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

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

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

[Signature pages follow.]

IN WITNESS WHEREOF, the said VAL LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 10 day of January, 2017.

VAL LLC

By: _____
Jeffrey S. Rosenberg, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 10 day of January, 2017, Jeff Rosenberg the Vice President of VAL 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 STATE OF WISCONSIN

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

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, First Business Bank hereby consents to the forgoing Declaration of Conditions, Covenants and Restrictions for the plat of Village at Autumn Lake and Village of Autumn Lake Replat. 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 10th day of January, 2017.

First Business Bank

By: _____
Brian E. Hagen, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 10th day of January, 2017 the above named Brian E. Hagen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: Aug. 24, 2018

Exhibit "A"

Lots 588-589, 594-604, 624-629, 641-645, 1087-1095 and Outlots 43-44, Village at Autumn Lake Replat, City of Madison, Dane County, Wisconsin

Exhibit "B"

LOT #	PARCEL NUMBER				STREET ADDRESS
588	0810	263	5011	6	1808 AUTUMN LAKE PKWY
589	0810	263	5012	4	1804 AUTUMN LAKE PKWY 5614 SUMMER LAKE PKWY
594	0810	263	5204	7	1834 RED FERN LN
595	0810	263	5205	5	1830 RED FERN LN
596	0810	263	5206	3	1826 RED FERN LN
597	0810	263	5207	1	1822 RED FERN LN
598	0810	263	5208	9	1818 RED FERN LN
599	0810	263	5209	7	1814 RED FERN LN
600	0810	263	5210	4	1810 RED FERN LN
601	0810	263	5211	2	1806 RED FERN LN
602	0810	263	5212	0	1802 RED FERN LN 5708 SUMMER SHINE DR
603	0810	263	5112	2	1803 AUTUMN LAKE PKWY 5704 SUMMER SHINE DR
604	0810	263	5111	4	1807 AUTUMN LAKE PKWY
624	0810	263	5311	0	5720 SUMMER SHINE DR 1807 RED FERN LN
625	0810	263	5312	8	1813 RED FERN LN
626	0810	263	5313	6	1817 RED FERN LN
627	0810	263	5314	4	1821 RED FERN LN
628	0810	263	5315	2	1825 RED FERN LN
629	0810	263	5316	0	1833 RED FERN LN
641	0810	263	5501	7	5703 SUMMER SHINE DR 1703 AUTUMN LAKE PKWY
642	0810	263	5502	5	5707 SUMMER SHINE DR
643	0810	263	5503	3	5711 SUMMER SHINE DR
644	0810	263	5504	1	5715 SUMMER SHINE DR
645	0810	263	5505	9	5719 SUMMER SHINE DR

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
588-589, 594-604, 624-629, 642-645	300	425

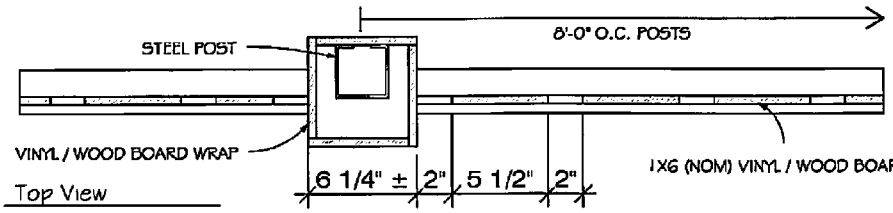
EXHIBIT "D"

Landscaping Elements

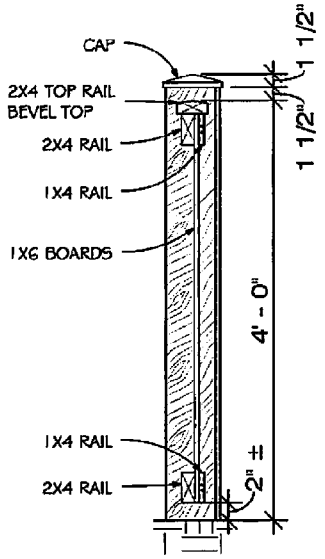
Elements	Point Schedule
A) Small Shade Trees (balled and burlaped) (1.5"-2" caliper at 6" from the roots)	*50*
B) Medium Shade Trees (balled and burlaped) (2"-3" caliper at 6" from the roots)	*100*
C) Large Shade Trees (balled and burlaped) (3"-4" caliper at 6" from the roots)	*150*
D) Extra-Large Shade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

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

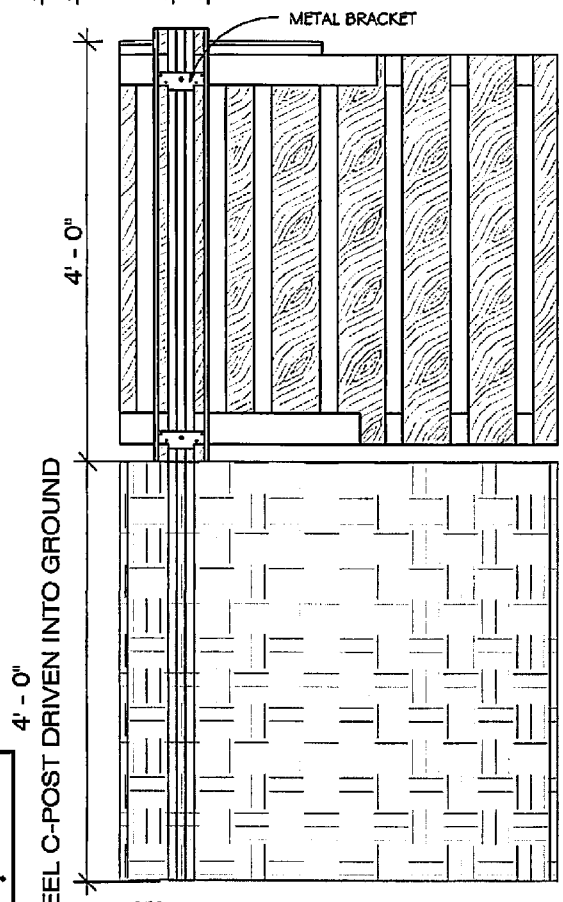
EXHIBIT "E"



Top View
1 1/2"=1'-0"



Fence Section
3/4" = 1'-0"



NOTE:

MANDITORY COLORS (NO VARIANCE WILL BE ALLOWED)

- VINYL COLOR: "SANDSTONE"
- STAIN/PAINT COLOR: "JERSEY SPOT" by HALLMAN LINDSAY*

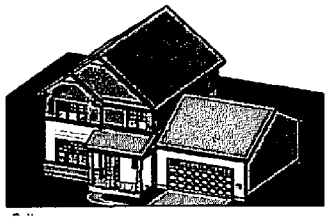
*not required to buy Hallman Lindsay, but color must match

- CUSTOM BUILT ON THE JOBSITE
- INSTALLED WITH STEEL C-POSTS DRIVEN APPROX. 4' INTO GROUND
- INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS
- MAX HEIGHT 4'-0"
- STYLE MUST BE IN WOOD OR VINYL

VERIDIAN HOMES
6801 South Towne Drive
Madison, WI 53713
Phone 608.226.3100
Fax 608.226.0500

EXHIBIT "F"

Variety Standard

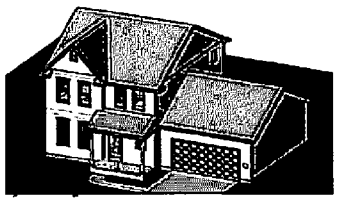


Cottage

Craftsman

Four Square

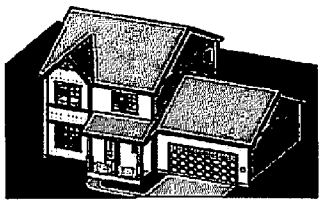
Farmhouse A



Farmhouse B

Modern

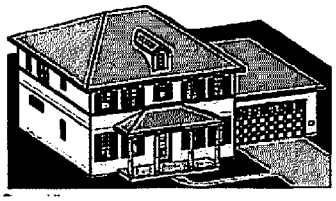
Traditional



Victorian

English Country

Prairie



Classical

Southern Traditional

EXHIBIT "G"

RESIDENT'S GUIDE FOR AUTUMN LAKE MANAGEMENT

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NOTE:

1. Additional recommendations and requirements may be added as neighborhood is being constructed.

2. Please refer to the Declaration of Protective Covenants, Conditions and Restrictions for additional information about Rain Gardens.

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INTRODUCTION

Like our bodies, natural areas can exhibit various degrees of health. And also like our bodies, the health of ecological systems depends on a series of interrelated internal and external factors. Just as our physical health is a function of genetics, exercise and nutrition, ecological health is a function of the systems that drive them, such as weather, hydrology and fire.

When our bodies become weakened through lack of exercise and poor activities, they are made vulnerable to diseases born of viruses, bacteria and other pathogens. Ecological systems become similarly weakened when important components, such the natural hydrological regime, are disturbed. When such events occur, these systems behave in unhealthy ways. Altered hydrology can result in flooding, erosion, poor water quality and problems in the water table.

Some of the chemicals we use on our yards (fertilizers, pesticides, and herbicides), in our cars (gasoline, oil), and around the home (detergents and deicing materials) can also harm the ecosystem. When it rains, these chemicals are washed into the storm sewer system. They end up in Autumn Lake where they compromise the water quality. We can reduce or eliminate this problem through intentional choices about our daily activities.

Common areas of concern in ecosystem preservation:

- Types of lawn and shrub fertilizers used
- Timing and method of application of lawn and shrub fertilizers
- Use of pesticides and herbicides
- Street and sidewalk deicing salts and compounds
- Non-native landscaping plants
- Automobile products
- Soil erosion

The following information provides guidelines on how to live in harmony with the natural environment and reduce contamination from everyday activities. By adjusting our behaviors slightly, using alternative materials, and practicing environmentally friendly methods, we can have a tremendously positive effect on our environment an the Lake. Together, we can preserve, protect, and cherish the unique ecosystems that make our community a beautiful, healthy place to live.

CONTROLLING STORMWATER ON YOUR PROPERTY

Municipalities have become increasingly concerned about rainwater and stormwater management in many urbanized and developing areas. Changes in the amount of hard (impervious) surfaces in urban areas have significantly altered the way rainwater moves over, and infiltrates into, the land. The amount of pollutants and nutrients in stormwater increases as a result of automobiles, certain landscaping and yard maintenance practices, and other land uses. Numerous techniques have been developed to address these issues and help restore a more natural water cycle in urban areas.

The Autumn Lake Homeowners can make huge contributions to the Lake community's water quality while saving money and enhancing their property's beauty. A variety of options for managing rainwater includes techniques that can easily be utilized at most residential lots:

- Rainwater Interception/Redirection
- Rain Gardens and Swales
- Rain Barrels

These techniques collect and intercept rainwater and reroute it to an on-site system that cleanses and filters it naturally. Pollutants are transported by rapidly moving water. By slowing the water down, the sediments settle

out. And, instead of the water rushing into the sewer or drainage areas with the possibility of causing erosion or flooding, the water is allowed to seep into the ground. Once there, it is filtered and cleansed before entering the groundwater system. To achieve this, the techniques listed above allow for temporary storage (detention) and permanent storage (retention) of rainwater.

These filtration processes improve water quality by removing pesticides, herbicides and fertilizers from your lawn that would otherwise flow into natural areas downstream. Rain Gardens, for example, can remove 94% of sediment, 43% of phosphorus, and 70% of nitrogen pollution from rainwater (USEPA publication). Different types of property sometimes warrant different approaches, but almost any property can implement one or more techniques.

Rainwater Interception/Redirection

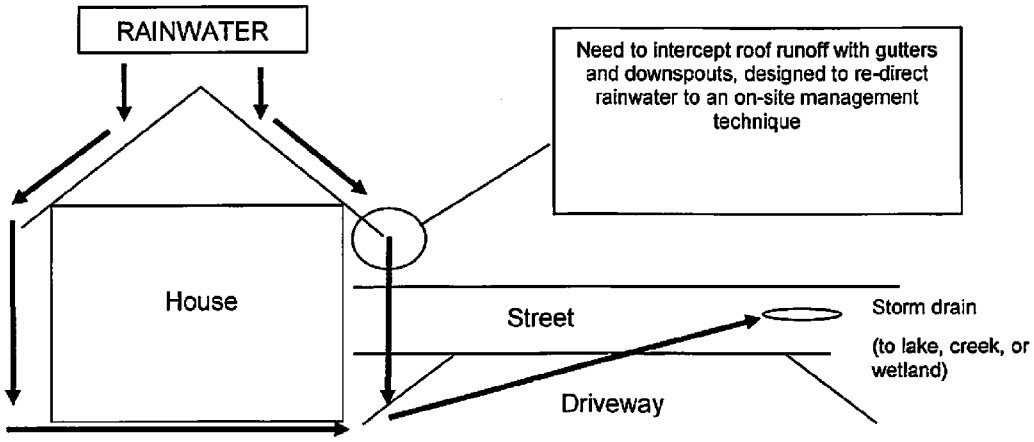
Rainwater interception/redirection entails intercepting runoff from roofs, alleys, driveways, sidewalks or other impervious surfaces via gutters, pipes, swales, or surface runoff. The water is then redirected to storage/infiltration areas (e.g., rain gardens, rain barrels, infiltration systems, lawns, etc.).

Basic Steps:

1. Identify impervious surfaces on, or adjacent to, your property (e.g., house and garage roofs, driveways, sidewalks).
2. Pay special attention to how the impervious surfaces connect before discharging into the street or other stormwater catchment areas (e.g., rainwater hits roof → gutter → downspout → driveway → street → storm drain). This can most easily be observed during rainstorms.
3. Assess ways to break up impervious surfaces (intercept rainwater and introduce opportunities for infiltration).
4. Assess methods of collecting runoff from impervious surfaces (e.g., gutters, downspouts, pipes, swales).
5. Determine appropriate destination for collected rainwater (e.g., rain garden, filter strip, rain barrel, etc.) and route it appropriately.

Example ("Gutter-to-Street Re-Route"):

Before



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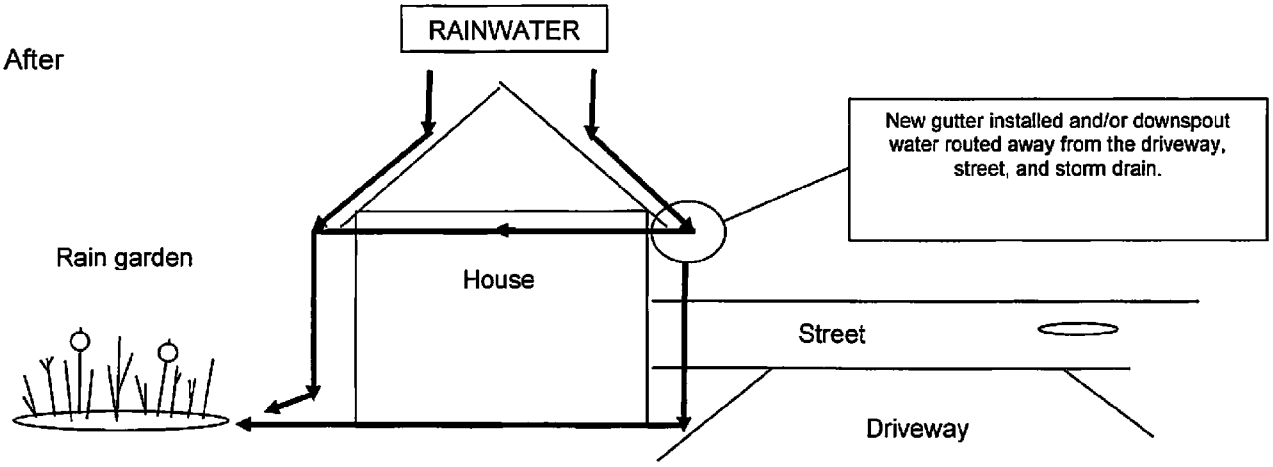
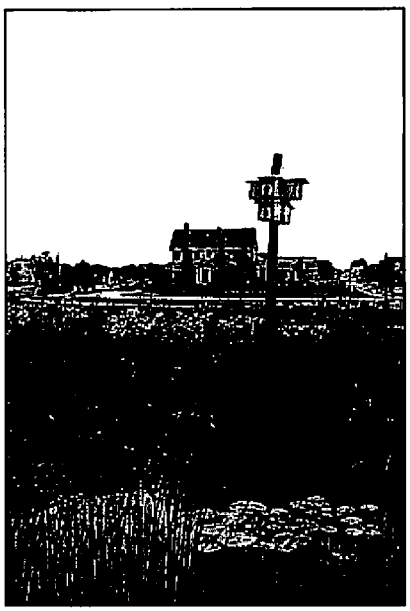


Rain Gardens

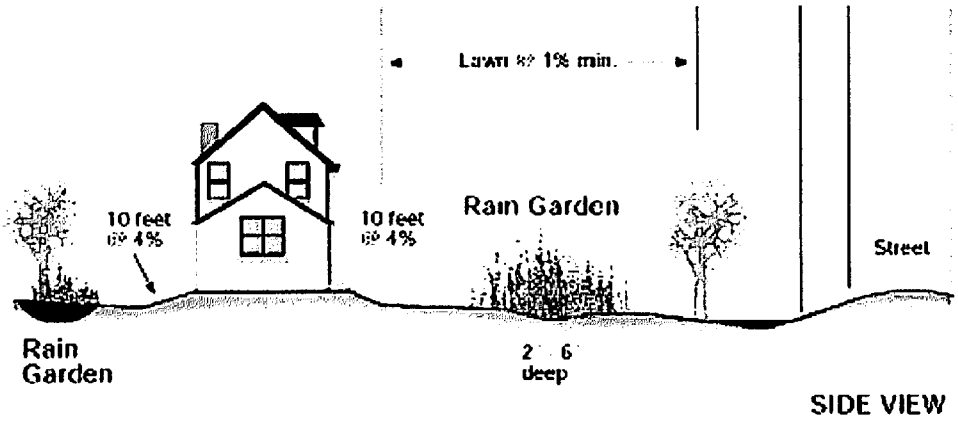
Rain gardens create a beautiful addition to the lawn, while helping store and filter stormwater. A rain garden is a shallow depression that is designed to receive runoff from roofs, alleys, driveways, sidewalks, or other impervious surfaces via gutters, pipes, swales, or surface runoff. Swales or filter strips containing dense flowers or grasses can help filter runoff before it reaches the rain garden. Soils in a rain garden are generally moist, and after rainfall or snowmelt the center typically collects about 6 inches of water. The water usually disappears over the next few days by seeping into the soil, evaporating, or by plant uptake. Mosquitoes are not typically a problem in rain gardens because they cannot breed unless the water remains for more than 4 days. Rain gardens can be planted with a variety of appropriate, hardy, native plants that thrive in rain garden conditions, have deep root systems (8 to 15 feet deep), require no fertilizer and limited maintenance. Some consideration should be given against the possibility of the rain garden's overflow. In rare cases, a residential rain garden may require a sand/gravel layer, an under drain (e.g., perforated PVC pipe), or soil amendment, depending on site conditions.



Stormwater management *AES photo*
In addition to reducing the risk for flooding and pollution, rain gardens provide pleasant additions to lawns, creating spots to rest and view native plants, birds and butterflies.

Basic Steps:

1. Identify source(s) of water and calculate quantity
    - Multiply hard surface collection area (sq ft) by 0.02 ft (0.25") rainfall = target volume (cu ft)
2. Identify desired location of rain garden
    - Consider source of water and how water will reach rain garden
    - Construct rain garden at least 10 feet down hill from house foundations
    - You generally should avoid locating the rain garden over utility lines (always call utility companies before digging)
    - Sunny locations have advantages, but rain gardens can be designed for shady spots
    - Lay out garden hose to help envision perimeter
    - Tie in visually with existing or future landscaping
3. Assess existing slopes to assure drainage away from structures
4. Dig a test hole and measure infiltration rate of water (how fast it soaks into soil)
    - Well drained soils = 0.5" - 2"/hr; poorly drained, clay soils = 0.1"-0.25"/hr
5. Conduct a ribbon test to determine soil texture (squeeze soil between thumb and finger into ribbon)
    - Well drained soils = ribbon to ½" or less; clay soils = ribbon to ½" or more
6. Calculate area/depth required (usually ~¼ the size of the impervious collection area)
7. Estimate cost, considering available labor and plant costs
8. Remove sod/topsoil and hand dig or have lightweight excavator dig desired depression
    - Separate topsoil for spreading over final grade
    - Create shallow depression with gradually sloping sides
    - Can rototill or add soil amendments (e.g., peat) to provide higher infiltration
    - Average depth of 4" to 6" (if you want persistent standing water, dig deeper)
    - Install sand or gravel base layer and/or underdrain if soils warrant
    - Use spoils to create berms, guide overflow drainage, or enhance slopes
    - Test infiltration and overflow by overfilling the depression with water from your garden hose
9. After the area dries, plant live native plugs on 1-foot centers (appropriate native shrubs can be added as well). Depending on the type of soil in your yard, some native plants include the following: New England aster, prairie blazing star, cardinal flower, great blue lobelia, marsh phlox, mountain mint, green bulrush, wild bergamot, Culver's root, golden Alexander, sweet flag, water plantain, bottle brush sedge, wild blue flag iris, and Torrey's rush.
    - Plant water-loving species into lower, wet zone and drier species into upland zone
    - Mark with flags or labels for quick ID during weeding
10. Mulch garden with about 3 inches of coarse, fibrous shredded hardwood mulch. Stabilize spoils areas with seed and straw.
11. Water 3 times per week for first two weeks to ensure healthy establishment – no fertilizer necessary!
12. Weed as necessary, especially in the first year.
13. In spring, hand clip to about 6 inches and remove dead herbaceous stems
14. Add or shift plants as desired...and ENJOY!

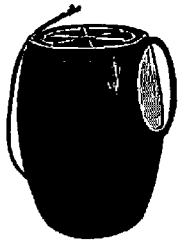


Applied Ecological Services, Inc.™ Graphic

Rain gardens provide many environmental benefits. They restore many components of a natural water cycle within a small area by storing water, filter pollutants, promote infiltration, recharge groundwater aquifers, and reduce potential flooding. Wildlife, such as dragonflies, birds, and butterflies, benefit by finding homes in this native habitat. Rain gardens require very little maintenance while enhancing the natural beauty of the lawn.

Rain Barrels

A rain barrel can be made of plastic or wood, and can range from 40 to 80 gallons in size. It receives water from gutter downspouts, a sump pump, or overland flow. The rain barrel collects and stores rainwater for later use in your yard and garden. Typically a hose can be attached to the bottom of the barrel and collected rainwater is used for watering plants. A trickle hose can also be attached to the barrel so the rainwater is slowly released into garden, rain garden or lawn areas. Rain barrels should be equipped with an overflow outlet, child resistant cover, and debris/filter screen to prevent clogging and breeding of mosquitoes. Rain barrels are an excellent option for urban stormwater management because they can be used on any property. While one rain barrel doesn't make a huge difference to the regional storm sewer system and water quality, many rain barrels in a neighborhood can make a positive impact.



Rain Barrel Graphic source: www.composters.com No endorsement implied.

Rain barrels have a number of benefits to the overall environment. They can be used on any property, they are cheap, typically costing less than $100, and they are easy to install. The water collected in rain barrels reduces the amount of city water needed for lawns and gardens. And they can enhance the appearance of your yard.

CONTROLLING CONTAMINANTS IN RUNOFF ON YOUR PROPERTY

Carefully selecting the chemicals that we use, or choosing alternatives, can have a huge result in the quality of stormwater moving into natural areas. All of us encounter situations where various chemical materials provide easy solutions. However, the things we use can directly affect natural areas and downstream water resources, so it's important to make careful decisions in our choice of chemicals. Where possible, the use of readily available, chemical alternatives and methods of application can greatly reduce contamination and pollution problems.

Lawn Maintenance and the Use of Fertilizers

Lawns are composed of cool season grasses. Cool season grasses, such as Kentucky bluegrass (a misnomer since it is a European species), are metabolically active in spring and fall but not during the heat of mid-

summer. During periods of summer heat (above 75 degrees F), lawn grass just doesn't grow much. No amount of fertilizer will overcome this suppressed growth. Suppressed growth is a genetic and physiologic mechanism that cool season plants use to protect their energy reserves from the damaging effects of drought.

Because of this, fertilizer needs are greatest during spring and late summer/early fall. The most effective application of fertilizer is just prior to or during the early phases of cool season plant growth. Spring and fall fertilizer applications are also the most economically practical because the fertilizer is most effectively used during those times by the plants.

In contrast, fertilizer applied to a summer lawn is not taken up by the plants. Instead, some of it runs off with the next rainstorm. As it travels over the land, it favors fast-growing weedy plant species. These plants out compete less aggressive plants, and the result can be a reduction in the number of species that survive. So, for example, instead of a healthy marsh which would contain 100 to 150 species of plants, fertilizers are an important factor promoting a dominant plant species, such as cattails, that choke out less aggressive competitors. And when the number of plant species is reduced, the number of animal species such a system would support also is reduced.

Once the fertilizer finds its way into streams, lakes, ponds and wetlands, it feeds the growth of algae. The result is an algal bloom, or green lake syndrome, that produces so much algae that sunlight is prevented from reaching below the floating algae mats. The result is the death of other aquatic plants. When these plants die, they decompose, taking all the oxygen out of the water in the process. In severe cases, there is insufficient oxygen to support other aquatic life, and a fish kill can result.

The fertilizers that are most detrimental to the environment are those that contain phosphorous. Fortunately, several environmentally friendly fertilizers are readily available on the common market. The best are those that contain only natural, organic, and slow-release materials. They can be applied with the same equipment as inorganic fertilizers, and they can be used on shrubs and trees. Organic fertilizers do not have the problems of over-fertilization that often causes death or yellowing of grass when inorganic fertilizers are used (Appendix B contains a list, with sources, of environmentally friendly products).

Lawn clippings can also be used as fertilizer. They are organic, and provide a source of slowly releasing essential nutrients. Lawn clippings contain 0.2-0.3% nitrogen, 0.5% phosphorus, and 0.1% potassium, the key ingredients in fertilizers. Mulching lawn mowers work well chopping the grass clippings very fine and distributing them over the lawn. By using this style of mower, clippings fall back into the lawn and provide a natural organic fertilizer, but do not cause an aesthetic problem or upset the soft feel of a fine, healthy lawn. It is important to keep grass clippings on your lawn – what is a good fertilizer for your lawn is also an effective fertilizer of aquatic ecosystems. Prevent grass clippings from falling or remaining on hard surfaces such as sidewalks or driveways where they can be washed into storm sewers and receiving waters where they encourage algal or weed growth.

Pesticides and Herbicides

Pesticides and herbicides are commonly used in most businesses to kill insects and weeds. However, some can be harmful both to the environment and to human health. Most of the readily available pesticides carried by lawn care supply centers and used by landscaping firms have product safety labels that provide clear and convincing evidence of the degree of care needed and the potential problems associated with their use.

Pesticides and herbicides can have the following effects on ecological systems:

1. They may kill or impair the more than the target organisms.

   Because some pesticides and herbicides can be non-selective, their destructive capacities extend to more plants, animals and insects than we intend. For example, beautiful and increasingly rare butterflies suffer when we spray our yards for ants or mosquitoes. Songbirds – many of which eat insects – can become ill or die when exposed to these poisons. In any case, they are forced to feed

elsewhere since the insects that they normally eat have been destroyed or reduced in population. Desirable native plants are chemically sensitive and will not survive the first application of most herbicides and pesticides. Also, some native plants rely on insects and birds for pollination and they depend on their annual seed production to maintain their populations. The loss of plant pollinators reduces the future populations of these plants.

2. In some instances, the weed or pest problem will not be addressed by chemical applications.

In order for pesticides and herbicides to work effectively they have to completely kill the pest species. Surviving individuals can reproduce and instill genetic or behavioral resistance to herbicides and pesticides. This very common result of using pesticides or herbicides (and even some antibiotics) is why the strength of these chemicals must be increased every couple of years, incurring further damage on species that are sensitive to it. In short, the use of chemicals can result in an increased tolerance by the pest species and increases the dangers associated with continued use.

3. Chemicals that kill pest species can represent human health risks.

Because pesticides and herbicides are poisons, some can have adverse effects to humans as well as other organisms. It is important to read precautions on the labels of any household chemical before use.

Pesticide and Herbicide Alternatives

Using natural materials and changing the methods of application can greatly reduce the potential for unintentional, unwanted consequences of pesticide and herbicide use. Some plant-produced, natural pesticides are now commercially available. Alternative pesticide products include the following:

- Pyrethrin - an insecticide that is very useful for regulation of insects that infest fruit trees
- BT - A bacteria called *Bacillus thuringiensis*, is available in a clean white powder that can be dusted on plants with caterpillar infestations, such as cabbage, broccoli, Brussels sprouts, or other related garden plants. This product is also available as a "dunk" for floating in ponds to kill mosquito larvae.
- Rotenone - a root derivative from a semitropical plant that is useful for reducing insect problems around flowers, gardens, and within a household.

Few alternatives to herbicides are available. But there are ways to reduce the effects of herbicide use by altering the methods of application. The conventional method to apply herbicide is spraying. Sprayers tend to have a greater flow rate than is often needed and hitting the target plant is sometimes problematic, both resulting in over-spraying. If containers are not disposed of or cleaned properly, contamination can also result from the use of sprayer units. Hiring licensed applicators can eliminate these problems.

Some herbicides have fewer adverse effects. So when an herbicide is needed, Rodeo™ works well near water bodies such as wetlands and ponds. For general weed control, Roundup™ works well on the upland areas of your yard. Direct application techniques, such as wick or brush methods, apply the herbicide directly to the target plant and reduce incidental application. Although tools such as wick applicators are commercially available, application can be effectively accomplished with the use of rubber gloves, skin and eye protection, and a household sponge or small paintbrush.

Of course, weed pulling is the most environmentally sensitive method of weed control available, and commercially available weed-pullers can significantly reduce the amount of time required to accomplish this task. But if herbicides are needed, it is important to follow application instructions and read all precautionary labels on the herbicide container in addition to having the nearest poison control center/emergency room telephone number readily accessible.

De-Icing Materials

Every winter, millions of pounds of salts, sand, and de-icing agents are spread on our roadways, driveways, and walkways to keep us from slipping or sliding out of control. While de-icing is necessary, many of the materials commonly used have adverse effects on our natural environment.

De-icing materials, such as salt, dissolve easily in water. So as the snow and ice melt, the de-icers quickly dissolve and run off the roads and into the storm sewer system. From there they travel into the nearest lake, pond, wetland, stream, or river. Salts are especially toxic to freshwater plants and animals. So, if the amount of salt in the water increases, fish, frogs and other aquatic animals and plants become dehydrated. Only a few, very tolerant species, survive. When populations of aquatic organisms decline, other wildlife species, such as mammals and birds that depend on them for food, also decline.

There are good alternatives to salt, such as sand and sand-cinder mixes. These are as easy to apply as salt and also cheaper. Sand and cinder can be easily obtained at local garden, department and hardware stores. A bag kept inside the garage door close to where it is most needed - along the driveway, near the garage, and on the adjacent walkways and doorsteps. After the spring melt, the sand or sand-cinder mixtures can be swept up for use the following winter.

Several new chemical alternatives to salt have also recently become available on the market. Most of these products were designed to reduce the potential for causing corrosion on automobiles rather than to address their ecological toxicity. Some products appear to be less toxic than common salt, but they still exhibit some toxicity and can result in environmental contamination. One product, Icemelt™, is far less toxic than conventional salt. However, an unwanted side effect is that it has been found to be a growth stimulant for algae. Therefore, using this product may encourage algae growth in the ponds and water bodies downstream.

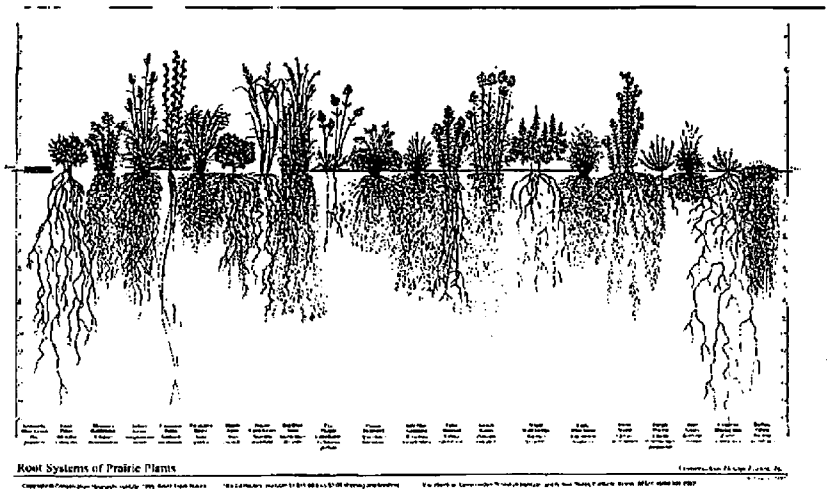
Regular shoveling and plowing of snow and ice greatly reduces the need for chemical de-icing products. If you must use a de-icing product, use it sparingly, mix it with sand to reduce the total quantity of salt used, and use alternative products such as Icemelt™.

LANDSCAPING WITH NATURE

Many homeowners enjoy enhancing their yards with plants, shrubs, trees, and flowers. This landscaping enhances the beauty, and often the value, of property. But many of the plants most commonly employed in yards are either genetically derived through selective breeding or imported from other countries. In both cases, they are not suited to our Midwest habitat. They are often expensive and labor intensive to maintain. In addition, our native wildlife is not adapted to it, so typical landscaping plants, shrubs and trees provide neither appropriate habitat nor food for Midwest birds, insects and animals.

Ecology of the Lawn

Turfgrass lawn is usually the major component of a typical yard. As discussed in the section above on fertilizers, lawns are comprised of cool season grasses that are most active during Spring and Fall, and they fall dormant in Summer. While it can prevent soil erosion on a level lawn, turfgrass has a shallow root system, extending only 4 to 6 inches into the soil. After a rain, the water quickly sheets off or is absorbed and the roots can not reach groundwater sources. That is why turfgrass requires continuous watering through the hot summer period.



Root Systems of Prairie Plants

The root systems of native plants facilitate the infiltration of water into the

ground, the deeper the roots, the better the infiltration. Native plants have roots that extend as much as twenty feet into the soil. This enables them to transport water deep into the ground through infiltration, the roots break up the soil so it is less compact, and they can reach the water in dry weather.

Over time, native plantings boast considerable cost savings over traditional landscaping. Once they are established, native plants do not require fertilizer, moving, watering or most other common lawn maintenance. They are adapted to the soil, weather and hydrologic conditions of the region. Burning is recommended every 2 years or so to rejuvenate the soil.

Landscape planning concepts

The first step is to identify the uses, appearance and goals for the yard. Goals may include having areas for flower, vegetable and fruit gardening or gathering places. Features that are recently becoming more popular in urban yards include bird feeding stations, butterfly gardens, wildflower gardens, rain gardens, rock gardens, storage spaces for firewood, compost bins, and small sheds for lawn, garden, or recreational equipment.

Next, prepare an outline of the property, identifying the perimeter, existing structures, driveways, and so on. Make several copies so that several plans depicting potential layouts can be tried. Stormwater control using swales and rain gardens may be laid along the perimeter or in strategic locations thought the property. Landscape plans often involve perimeter plantings along fences, an area of activity around a patio, and decorative shrub and ground cover plantings tastefully designed around entryways and other high visibility areas in the front, sides, or back of a house. The typical plan usually results in a large central area of lawn for a variety of activities.

Designing to work with nature can influence the entire planning approach. For example, areas for which you do not have an immediate goal or planned use do not have to be lawn. Instead of lawn with shrub and ground cover plantings around the perimeter, consider small corridors of lawn broken by tastefully planted drifts of native prairie grasses and wildflowers. Consider butterfly gardens using native flowering species (e.g., butterfly milkweed, prairie blazing star, and purple coneflower) designed to present flowers that attract butterflies.

How about a hummingbird garden with rosy, spring-blooming columbine, scarlet and lavender wild bergamot, or cardinal flowers? An adjacent tastefully shaped and pruned ironwood sapling could provide a resting perch for hummingbirds. Formal mulched flowerbeds using native perennial flowers and grasses can be used in perimeter locations and in artfully designed sinuous beds anywhere in your yard.

Planting native species and naturalizing land that would otherwise be lawn increases the natural complexity and attractiveness of your landscape. These natural landscaping treatments can greatly enhance bird, butterfly, and wildlife populations, which will be enjoyed by homeowners and neighbors. Native landscaping also helps the environment since fewer herbicides and pesticides are needed, lawn mowing is reduced, and other stresses on the natural environment are minimized. Over time, this approach can also save money and labor associated with installation and maintenance of conventional landscaping.

Landscaping for Wildlife

Before the The Autumn Lake community was developed, the land harbored many species of wildlife, some of which still use the remaining open space and natural habitats. Providing a native habitat through landscaping your yard will provide homes for native wildlife.

In Madison, a typical one-acre yard is dominated by lawn and shrubs and may contain 20-40 species of plants. In comparison, a typical acre of prairie, wetland, or healthy oak savanna may harbor 100 to 300 species of plants, including flowers, grasses, shrubs, mosses, lichens, liverworts, ferns, aquatic plants, and other

specialized species. These diverse natural systems provide substantially more habitat for birds, butterflies, and other native wildlife species than the conventional suburban yard. And they're beautiful! Once the native plants are established, different species flower regularly throughout the season, and colorful butterflies and other insects begin the process of pollination as the plants bloom. Migratory and resident birds find food and shelter in the native plantings. Warblers, hummingbirds, flycatchers, seldom seen in a typical urban yard, will visit natural plantings. You can bring some of the vitality of the natural world onto your property as a part of your landscaping plan.

You will not only contribute to the total habitat for wildlife within the local Madison area (and regionally, since so much habitat has been lost in recent years), but you will also plant for yourself what will lead to a great deal of pleasure. Several wonderful publications are available to assist you with native landscaping (see Appendix A for information resources).

Troubleshooting Landscaping Problems

While native landscapes are low maintenance, they are not no maintenance, and careful initial planning followed by management the first few years of establishment is critical to a successful outcome. The presence of certain non-native plants in your landscape can result in unwanted problems. Such problems can be avoided by selecting appropriate native plant species and managing undesirable plant species that may already be present or have the potential to become established on your property.

Problematic Plants and Designs

Some of the plants used in conventional landscaping can spread into adjacent natural areas and become a significant nuisance. Some of the most undesirable plants within residential settings are plants that were introduced years ago for landscaping or agricultural purposes (e.g., European buckthorn and reed canary grass). Other undesirable plants such as dandelions, chicory, and purple loosestrife were once intentionally planted as landscape beauties. Most of these plants originated from Europe or Asia, and they grow very aggressively to out-compete native wildflowers, grasses, and other more desirable plants.

Many introduced plants invade natural areas through dispersal by birds, when their seeds flow along surface water drainages, and when tiny, dust-like seeds are carried on the wind. Some plants, such as the familiar burdock, have seeds that stick like Velcro to clothing and animal fur, and thus are continually spread into natural areas by humans and animals.

If you choose to plant non-native, seed-producing species that may escape into adjacent natural areas, please consider the following precautions:

- Remove seed heads and flowers shortly after flowering so that seeds do not mature and disperse. Dispose of the seed materials by composting, burning, or bagging.
- Plant these species close to your house and on the opposite side from any frontage on the natural areas.
- Hide plants that produce these seeds and fruits by inter-planting them with other more conspicuous plant species that will reduce access by disseminating animals.

Many landscaping plants have brightly colored flowers that bloom for a longer period of time than their wild counterparts in the natural areas. Because of the importance of pollinators (e.g., hummingbirds, moths, and butterflies) to the wildflowers in natural areas, disruption of the natural pollination by of native species can occur. Avoid this by placing your attractive brightly colored bedding plants on the opposite side of the house from the natural areas.

Wherever possible, consider using native wildflowers and prairie plants in your landscaping. Seeds and plans from local nurseries can be used to grow your own natural area that will beautifully complement adjacent native habitats. Once established, wildflower plantings are low maintenance, do not require watering (even during drought years), and are not vulnerable to most pests. Carefully designed wildflower beds in your yard can

provide years of pleasure at very low cost and with less maintenance when compared to conventional landscaping.

Below is a list of plants commonly considered nuisance species. Use of these should be avoided:

Problematic Trees and Shrubs:

- Buckthorn (members of the genus Rhamnus)
- Barberry (Berberis thunbergii or related)
- Multiflora rose (Rosa multiflora)
- Bittersweet (Euonymus or Celastrus species)
- Black locust (Robinia pseudo-acacia)
- Norway maple (Acer platanoides)
- Amur maple (Acer ginnala)
- Siberian peashrub (Caragana arborescens)
- Russian olive (Eleagnus angustifolia)
- Tatarian honeysuckle (Lonicera tatarica)
- Privet (Ligustrum species)
- High bush cranberry (Viburnum opulus) an alternative to this is the native V. acerifolium

Problematic Grasses and Flowering Plants:

- Cattail (Typha sp.)
- Purple loosestrife (Lythrum salicaria)
- Reed canary grass (Phalaris arundinacea)
- Smooth brome (Bromus inermis)
- Silver banner grass (Miscanthus sinensis)
- Yellow water iris (Iris pseudacorus)
- Flowering rush (Butomus umbellatus)
- Ornamental water lilies (various species)
- Crown vetch (Coronilla varia)
- Queen Anne's lace (Daucus carota)
- Leafy spurge (Euphorbia esula)
- Bird's-foot trefoil (Lotus corniculatus)
- White and yellow sweet clover (Melilotus alba and M. officinalis)

In addition, any species listed as noxious in state or federal listings should not be planted. Alternatively, there are hundreds of beautiful native wildflowers, grasses, trees, and shrubs that can be selected to create beautiful landscapes that grow easily without a great deal of maintenance. Listings of these can be found in some of the reference books shown in Appendix A or through the native nurseries and landscapers listed in Appendix B.

Problematic Wildlife

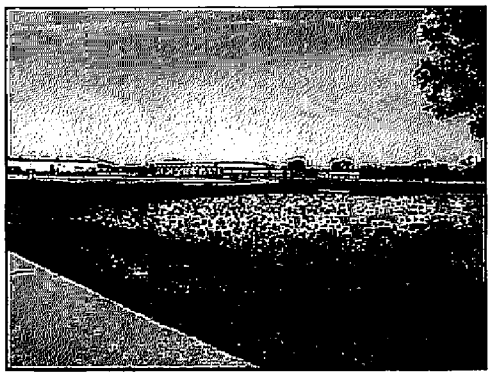
Because of regional land-use changes and the loss of predators, some species of wildlife are becoming problematic in this region. High populations of white tail deer and Canada geese are quickly becoming significant urban problems. Deer-car collisions, deer and goose destruction to landscaping, health risks to humans and pets by fecal contamination of yards, parks, etc. are becoming increasingly well documented.

White-tailed Deer:

Although deer range freely, they are habitual in their patterns of use within a localized area.
They continually use trails and browse through the same areas. Fortunately, the solutions are fairly simple. Feeding deer encourages them to stay. Also, avoid using plants that deer favor. For example, planting any species of the yew shrub (*Taxus* sp.) may result in heavy deer-use of your yard and loss or damage to your landscaping plants.

Canada Geese

Early in the last century, Canada goose (Branta canadensis) populations were decimated over hunting. The International Migratory Bird Treaty Act, in conjunction with reintroduction programs of the Giant Canada Goose into suburban ponds and lakes, was so successful that goose populations have soared, leading to a dramatic example of human-wildlife conflict.



Arctic landscape: *AES Photo*
Canada Geese congregate where the habitat simulates that of their native arctic tundra of short vegetation around water.

Urban and suburban ponds, while often created to accommodate stormwater runoff, are used as avenues for recreation as well as providing a landscaping feature in housing developments. Typically, sod grass is installed down to the water's edge to facilitate access to the water for local residents. Unfortunately, Canada geese prefer this type of habitat, obtaining most of their nutritional needs from the introduced grass, and preferring short, mown grass to taller plants. These ponds provide Canada geese with ideal nesting sites.

Native plantings installed along the edges and side slopes of ponds provide a beautiful, cost effective addition to the landscape while deterring Canada geese. These plants, adapted to Midwest weather and soil conditions, are hardier than introduced sod grass, requiring less maintenance and effectively reducing costs. In addition, the root systems of native vegetation can run from five to twenty feet into the soil, while sod grass only goes to about six inches. The additional root biomass enhances water infiltration, reducing stormwater runoff and surface storage. And finally, a habitat of native plants attracts a variety of songbirds and butterflies.

CONCLUSION

The emerging ethic of conservation has many benefits for homeowners in the form of stormwater management and landscaping. Native plants benefit water quality through biofiltration and infiltration of stormwater. They stabilize detention pond shorelines and manage Canada geese. In addition, the cost savings can be as great as 80% in establishing and maintaining a native landscape plan. Finally, native plants provide habitat for native wildlife.

APPENDIX A

Suggested Reading List

Books, Meredith. *Step-by-Step Wildflowers and Native Plants.* Better Homes & Gardens, 1996.

Daniels, Steve. *The Wild Lawn Handbook: Alternatives to the Traditional Front Lawn.* Hungry Minds, Inc. 1995.

Henderson, Carol L, Dindorf, Carolyn J., Fred J. Rozumalski. *Lakescaping for Wildlife and Water Quality.* St. Paul, Minn.: Nongame Wildlife Program, Section of Wildlife, Minnesota Dept. of Natural Resources, 1998.

Jenkins, Virginia Scott. *The Lawn: A History of an American Obsession.* Smithsonian Institution, Washington, D.C., 1994.

Jones, Samuel B. Jr., Leonard E. Foote. *Gardening with Native Wild Flowers.* Timber Press, 1977.

Marinelli, Janet, and Margaret Roach. *The Natural Lawn & Alternatives (Plants & Gardens).* Brooklyn Botanic Garden, 1993.

Marshall, Nina T. *The Gardener's Guide to Plant Conservation.* World Wildlife Fund, 1993.

Scott, Jane. *Field and Forest: A Guide to Native Landscapes for Gardeners and Naturalists.* Walker & Co., 1992.

Sanders, Jack. *Hedgemaids and Fairy Candles: The Lives and Lore of North American Wildflowers.* McGraw-Hill, 1993.

Smith, J. Robert and Beatrice Scheer Smith. *The Prairie Garden: 70 Native Plants You Can Grow in Town or Country.* University of Wisconsin Press, 1980.

Smyser, Carol. *Nature's Design: A Practical Guide to Natural Landscaping.* Rodale Press, 1982.

Wasowski, Andy and Sally. *Building Inside Nature's Envelope.* Oxford University Press, 2000.

Wasowski, Andy and Sally. *The Landscaping Revolution: Landscape with Mother Nature, Not Against Her.* NTC/Contemporary Publishing, 2000.

Wasowski, Sally. *Gardening with Prairie Plants: How to Create Beautiful Native Landscapes.* University of Minnesota Press, 2002.

Resources for Native Plant Information

Books

Brown, Lauren. *Grasslands.* National Audubon Society Nature Guides. Chanticleer Press. 1998.

Eggers, Reed. *Wetland Plants and Plant Communities of Minnesota and Wisconsin.* U.S. Army Corps of Engineers. 1997.

Fassett, Norman. *Spring Flora of Wisconsin.* University of Wisconsin Press. 1978.

Hightshoe, Gary. *Native Trees, Shrubs and Vines for Urban and Rural America.* 1988.

Kricher and Morrison. *Eastern Forests.* Houghton Mifflin Co. 1988.

Newcomb, Lawrence. *Newcomb's Wildflower Guide.* Little, Brown, and Company. 1977.

Packard, Steven and Cornelia Mutel. *The Tallgrass Restoration Handbook for Prairies, Savannas, and Woodlands.* Society for Ecological Restoration, Island Press. 1997.

Peterson and McKenny. *Wildflowers, Northeastern and Northcentral North America.* Houghton Mifflin Co. 1996.

Runkel, Sylvan and Dean Roosa. *Wildflowers of the Tallgrass Prairies – the Upper Midwest.* Iowa State University Press. 1989.

Swink, Floyd and Gerould Wilhelm. *Plants of the Chicago Region.* Indiana Academy of Science. 1994.

Young, Dick. *Kane County Wild Plants and Natural Areas.* 2nd Edition. 1994.

Web Sites

University of Wisconsin Arboretum: http://wiscinfo.doit.wisc.edu/arboretum/
University of Wisconsin Herbarium: http://www.botany.wisc.edu/wisflora/
Lady Bird Johnson Wildflower Center: http://wildflower.avatartech.com/Plants_Online/Suppliers/suppliers.html
Taylor Creek Restoration Nurseries/Applied Ecological Services: http://www.appliedeco.com
Possibility Place: http://www.possibilityplace.com
Morton Arboretum: http://www.mortonarb.org/
Ion Exchange: http://www.ionxchange.com/

APPENDIX B

Environmentally Friendly Lawn Care Products and Suppliers

Product: **Milorganite**

Description: Natural organic fertilizer, 6-2-0 + 4% iron, ideal for lawns, trees, shrubs, flowers, seeding and new sod establishment. Non-burning, low salt index, non-leaching, 4% iron-naturally chelated, long lasting, no excessive growth.

Suppliers: Multiple retail outlets in nearly every city in Illinois. See website for list of retailers: www.milorganite.com. Click on "About Milorganite" and then click on "Milorganite Retailers".

Product: **WOW (WithOut Weeds)**

Description: A series of WOW products control dandelions, crabgrass, creeping bentgrass, foxtail, lambs' quarters, purslane and many other weeds, with no lingering synthetic chemicals. Made from a corn by-product, WOW products let your family, friends and pets enjoy your lawn right after you apply it.

Supplier: Mail order, or order electronically or by phone from the website: www.gardensalive.com, or by phone 812/537-8650, or by fax 812/537-5108. Website contains dozens of earth-friendly products including household cleaners, pest control, pet care products, tools, etc.

Ecologically-Oriented Landscape Designers and Contractors

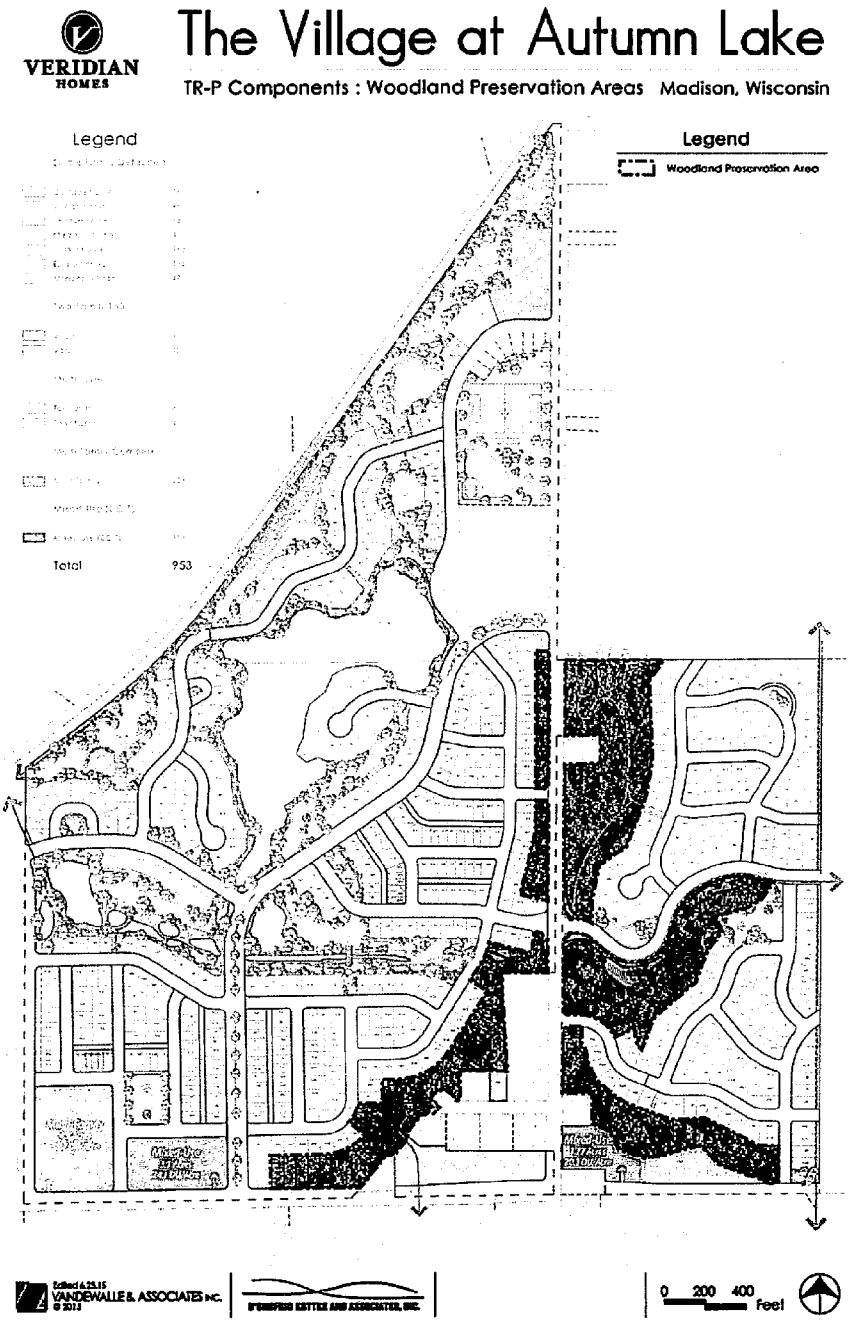
Native Landscapes by AES
Brodhead, WI
608-897-8641
www.appliedeco.com

Ecologically-driven natural landscape design and installation services that use native species for formal/informal yard landscapes and subdivision open spaces.

Native Plant Outlets

Taylor Creek Restoration Nurseries
Brodhead, Wisconsin
608-897-8641
www.appliedeco.com

The Natural Garden, Inc.
38W443 IL Route 64
Saint Charles, Illinois
630-584-0150

EXHIBIT "H"

WOODLAND PRESERVATION AREA MAP