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**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
4744513**

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Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 14

Document No.

Title Of Document

**FIFTH AMENDMENT TO THE MEADOWLANDS  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND DECLARATION  
CITY OF MADISON, DANE COUNTY, WISCONSIN**

**Return to:**

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

**See Exhibit A**

(Parcel Identification Numbers)

0710-013-0802-4

**WHEREAS**, The Meadowlands Land, LLC and Great Neighborhoods East, LLC, Wisconsin Limited Liability Companies (collectively, hereinafter referred to as the "Declarant"), caused to be placed of record that certain Declaration of Protective Covenants, Conditions and Restrictions (the "Declaration") on the Plat of The Meadowlands (the "Plat") which Declarations were recorded on September 10, 2004, with the Dane County Register of Deeds office as Document No 3965762; and

**WHEREAS**, Declarant recorded a First Amendment to the Declaration of Covenants, Conditions and Restrictions on the Plat, which were recorded on January 10, 2006, with the Dane County Register of Deeds office as Document No. 4151353 ("First Amendment"); and

**WHEREAS**, Declarant recorded a Second Amendment to the Declaration of Covenants, Conditions and Restrictions on the Plat, which were recorded on May 16, 2006, with the Dane County Register of Deeds office as Document Number 419210 ("Second Amendment"); and

**WHEREAS**, Declarant recorded a Third Amendment to the Declaration of Covenants, Conditions and Restrictions on the Plat, which were recorded on January 10, 2007, with the Dane County Register of Deeds Office as Document No. 4270167 ("Third Amendment"); and

**WHEREAS**, Declarant recorded a Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions on the Plat, which were recorded on March 6, 2007, with the Dane County Register of Deeds Office as Document No. 4286690 ("Fourth Amendment"); and

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

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

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definitions as provided in the Declaration.
- 2) To clarify fence styles, Declaration of Conditions, Covenants & Restrictions, Part D, **Design Guidelines**, Paragraph D-2), **Other Improvements**, Paragraph A), **Fences**, Subparagraph 1), shall be deleted and replaced with the following:

"Fencing shall consist of wood and shall be stained or painted. Four styles of fencing are permitted and are detailed in Exhibits "E-1", "E-2", "E-3" and "E-4", attached.

- 3) To clarify fence colors, Declaration of Conditions, Covenants & Restrictions, Part D, **Design Guidelines**, Paragraph D-2), **Other Improvements**, Paragraph A), **Fences**, Subparagraph 1, Sub-Subparagraph (d) shall be deleted and replaced in its entirety with the following:

"Fencing colors shall be approved by the ACC. Fencing color is recommended to match the lighter of the home's trim or siding color.

Sub-subparagraphs (a) through (c) of Subparagraph 1 shall remain unchanged.

- 4) To clarify fence setbacks on corner lots, Declaration of Conditions, Covenants & Restrictions, Part D, **Design Guidelines**, Paragraph D-2), **Other Improvements**, Paragraph A), **Fences**, Subparagraph 2, Sub-Subparagraph (d) shall be deleted and replaced in its entirety with the following:

"Fencing at side yards of corner lots shall be placed a minimum of 5' from property line (approximately 6' from sidewalk) for all zoning classifications. A variance for fence placement to a minimum of 3' from property line (approximately 4' from sidewalk) may be granted if a landscaping plan consisting of a continuous bed of shrubs and/or perennial plants, mulched with bark or stone, is provided for the area between the fence and sidewalk.

Sub-subparagraphs (a) through (c) of Subparagraph 2 shall remain unchanged.

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

**[Signature on next page]**

IN WITNESS WHEREOF, the said The Meadowlands Land, LLC and Great Neighborhoods East, LLC, has caused these presents to be signed and sealed this 9 day of February, 2011

**The Meadowlands Land, LLC**  
By: VH Land, LLC, Its Sole Member

By: [Signature]  
Donald A. Esposito, Jr., Assistant Secretary

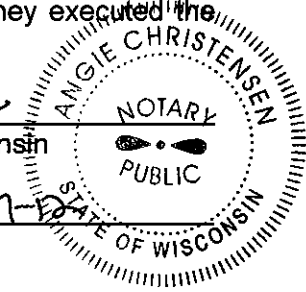
**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF DANE         )

Personally came before me this 9 day of February, 2011, Donald A. Esposito, Jr. the Assistant Secretary of VH Land, LLC, a Wisconsin Limited Liability Company, which is the Sole Member of The Meadowlands Land, LLC, a Wisconsin Limited Liability Company, to me known to be such person and officer who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

Name: Angie Christensen  
Notary Public Dane County, Wisconsin

My Commission Expires: 5-27-12



**Great Neighborhoods East, LLC, Its Sole Member**  
By: Great Neighborhoods Inc., Its Sole Member

By: [Signature]  
Donald A. Esposito, Jr., Assistant Secretary

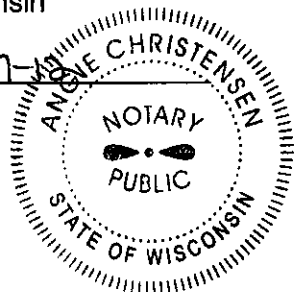
**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF DANE         )

Personally came before me this 9 day of February, 2011, Donald A. Esposito, Jr. the Assistant Secretary of Great Neighborhoods, Inc. a Wisconsin Limited Liability Company, which is the Sole Member of Great Neighborhoods East, LLC, a Wisconsin Limited Liability Company, to me known to be such person and officer who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

Name: Angie Christensen  
Notary Public Dane County, Wisconsin

My Commission Expires: 5-27-12



Document drafted by:  
Don Esposito  
Veridian Homes  
6801 South Towne Drive  
Madison, WI 53713

# Exhibit A

## THE MEADOWLANDS

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
1	0710-013-0802-4	201 EAST HILL PKWY 6825 RESTON HEIGHTS DR
2	0710-013-0803-2	207 EAST HILL PKWY
3	0710-013-0804-0	215 EAST HILL PKWY
4	0710-013-0805-8	221 EAST HILL PKWY
5	0710-013-0806-6	227 EAST HILL PKWY
6	0710-013-0807-4	233 EAST HILL PKWY
7	0710-013-0808-2	239 EAST HILL PKWY
8	0710-013-0809-0	245 EAST HILL PKWY 6826 LITTLEMORE DR
9	0710-013-0810-7	250 WIND STONE DR 6832 LITTLEMORE DR
10	0710-013-0811-5	244 WIND STONE DR
11	0710-013-0812-3	238 WIND STONE DR
12	0710-013-0813-1	232 WIND STONE DR
13	0710-013-0814-9	226 WIND STONE DR
14	0710-013-0815-7	220 WIND STONE DR
15	0710-013-0816-5	214 WIND STONE DR
16	0710-013-0817-3	208 WIND STONE DR
17	0710-013-0818-1	202 WIND STONE DR 6831 RESTON HEIGHTS DR
18	0710-013-3101-7	6902 SILVER DAWN DR 227 WIND STONE DR
19	0710-013-3102-5	221 WIND STONE DR
20	0710-013-3103-3	215 WIND STONE DR
21	0710-013-3104-1	207 WIND STONE DR
22	0710-013-3105-9	201 WIND STONE DR 6901 RESTON HEIGHTS DR
23	0710-013-3106-7	6907 RESTON HEIGHTS DR
24	0710-013-3107-5	6915 RESTON HEIGHTS DR
25	0710-013-3108-3	6927 RESTON HEIGHTS DR
26	0710-013-3109-1	6933 RESTON HEIGHTS DR
27	0710-013-3110-8	6939 RESTON HEIGHTS DR
28	0710-013-3111-6	6945 RESTON HEIGHTS DR 202 RED BIRCH RUN
29	0710-013-3112-4	208 RED BIRCH RUN
30	0710-013-3113-2	214 RED BIRCH RUN
31	0710-013-3114-0	220 RED BIRCH RUN
32	0710-013-3115-8	226 RED BIRCH RUN 6954 SILVER DAWN DR

33	0710-013-3116-6	1 HALF MOON CT 6948 SILVER DAWN DR
34	0710-013-3117-4	7 HALF MOON CT
35	0710-013-3118-2	15 HALF MOON CT
36	0710-013-3119-0	21 HALF MOON CT
37	0710-013-3120-7	26 HALF MOON CT
38	0710-013-3121-5	18 HALF MOON CT
39	0710-013-3122-3	10 HALF MOON CT
40	0710-013-3123-1	2 HALF MOON CT 6908 SILVER DAWN DR
41	0710-013-0902-2	6901 SILVER DAWN DR 239 WIND STONE DR
42	0710-013-0903-0	6907 SILVER DAWN DR
43	0710-013-0904-8	6915 SILVER DAWN DR
44	0710-013-0905-6	6921 SILVER DAWN DR
45	0710-013-0906-4	6927 SILVER DAWN DR
46	0710-013-0907-2	6933 SILVER DAWN DR
47	0710-013-0908-0	6939 SILVER DAWN DR
48	0710-013-0909-8	6945 SILVER DAWN DR
49	0710-014-0401-2	6951 SILVER DAWN DR
50	0710-014-0402-0	6957 SILVER DAWN DR
51	0710-014-0403-8	6963 SILVER DAWN DR
52	0710-014-0404-6	6969 SILVER DAWN DR
53	0710-014-0405-4	6975 SILVER DAWN DR 236 GOLDEN MAPLE RD
54	0710-014-0406-2	6956 LITTLEMORE DR 244 GOLDEN MAPLE RD
55	0710-014-0407-0	6950 LITTLEMORE DR
56	0710-014-0408-8	6944 LITTLEMORE DR
57	0710-014-0409-6	6938 LITTLEMORE DR
58	0710-013-0910-5	6932 LITTLEMORE DR
59	0710-013-0911-3	6926 LITTLEMORE DR
60	0710-013-0912-1	6920 LITTLEMORE DR
61	0710-013-0913-9	6914 LITTLEMORE DR
62	0710-013-0914-7	6908 LITTLEMORE DR
63	0710-013-0915-5	6902 LITTLEMORE DR 245 WIND STONE DR
64	0710-014-0501-0	227 RED BIRCH RUN 6966 SILVER DAWN DR
65	0710-014-0502-8	221 RED BIRCH RUN
66	0710-014-0503-6	215 RED BIRCH RUN
67	0710-014-0504-4	207 RED BIRCH RUN
68	0710-014-0505-2	201 RED BIRCH RUN 6971 RESTON HEIGHTS DR
69	0710-014-0506-0	202 GOLDEN MAPLE RD 6979 RESTON HEIGHTS DR
70	0710-014-0507-8	208 GOLDEN MAPLE RD
71	0710-014-0508-6	214 GOLDEN MAPLE RD
72	0710-014-0509-4	220 GOLDEN MAPLE RD

73	0710-014-0510-1	226 GOLDEN MAPLE RD 6972 SILVER DAWN DR
74	0710-014-0601-8	247 GOLDEN MAPLE RD 7002 LITTLEMORE DR
75	0710-014-0602-6	7008 LITTLEMORE DR
76	0710-014-0603-4	7016 LITTLEMORE DR
77	0710-014-0604-2	7022 LITTLEMORE DR 246 SHADY LEAF RD
78	0710-014-0701-6	238 SHADY LEAF RD
79	0710-014-0702-4	234 SHADY LEAF RD
80	0710-014-0703-2	230 SHADY LEAF RD
81	0710-014-0704-0	226 SHADY LEAF RD
82	0710-014-0705-8	222 SHADY LEAF RD
83	0710-014-0706-6	218 SHADY LEAF RD
84	0710-014-0707-4	214 SHADY LEAF RD
85	0710-014-0708-2	208 SHADY LEAF RD
86	0710-014-0801-4	202 SHADY LEAF RD 7021 RESTON HEIGHTS DR
87	0710-014-0802-2	7015 RESTON HEIGHTS DR
88	0710-014-0803-0	7009 RESTON HEIGHTS DR
89	0710-014-0804-8	7001 RESTON HEIGHTS DR 201 GOLDEN MAPLE RD
90	0710-014-0901-2	209 GOLDEN MAPLE RD
91	0710-014-0902-0	215 GOLDEN MAPLE RD
92	0710-014-0903-8	219 GOLDEN MAPLE RD
93	0710-014-0904-6	223 GOLDEN MAPLE RD
94	0710-014-0905-4	227 GOLDEN MAPLE RD
95	0710-014-0906-2	231 GOLDEN MAPLE RD
96	0710-014-0907-0	235 GOLDEN MAPLE RD
97	0710-014-0908-8	239 GOLDEN MAPLE RD
98	0710-014-1001-9	7036 LITTLEMORE DR 247 SHADY LEAF RD
99	0710-014-1002-7	7042 LITTLEMORE DR
100	0710-014-1003-5	7048 LITTLEMORE DR
101	0710-014-1004-3	7056 LITTLEMORE DR 246 JUNE BERRY DR
102	0710-014-1101-7	238 JUNE BERRY DR
103	0710-014-1102-5	234 JUNE BERRY DR
104	0710-014-1103-3	230 JUNE BERRY DR
105	0710-014-1104-1	226 JUNE BERRY DR
106	0710-014-1105-9	222 JUNE BERRY DR
107	0710-014-1106-7	218 JUNE BERRY DR
108	0710-014-1107-5	214 JUNE BERRY DR
109	0710-014-1108-3	208 JUNE BERRY DR
110	0710-011-0601-4	202 JUNE BERRY DR 7055 RESTON HEIGHTS DR
111	0710-011-0602-2	7049 RESTON HEIGHTS DR
112	0710-011-0603-0	7041 RESTON HEIGHTS DR
113	0710-011-0604-8	7035 RESTON HEIGHTS DR 201 SHADY LEAF RD

114	0710-014-1201-5	209 SHADY LEAF RD
115	0710-014-1202-3	215 SHADY LEAF RD
116	0710-014-1203-1	219 SHADY LEAF RD
117	0710-014-1204-9	223 SHADY LEAF RD
118	0710-014-1205-7	227 SHADY LEAF RD
119	0710-014-1206-5	231 SHADY LEAF RD
120	0710-014-1207-3	235 SHADY LEAF RD
121	0710-014-1208-1	239 SHADY LEAF RD
122	0710-014-1301-3	7062 LITTLEMORE DR 247 JUNE BERRY DR
123	0710-014-1302-1	7068 LITTLEMORE DR
124	0710-014-1303-9	7076 LITTLEMORE DR
125	0710-014-1304-7	7082 LITTLEMORE DR 246 BREEZY GRASS WAY
126	0710-014-1401-1	238 BREEZY GRASS WAY
127	0710-014-1402-9	234 BREEZY GRASS WAY
128	0710-014-1403-7	230 BREEZY GRASS WAY
129	0710-014-1404-5	226 BREEZY GRASS WAY
130	0710-014-1405-3	222 BREEZY GRASS WAY
131	0710-014-1406-1	218 BREEZY GRASS WAY
132	0710-014-1407-9	214 BREEZY GRASS WAY
133	0710-014-1408-7	208 BREEZY GRASS WAY
134	0710-011-0501-6	202 BREEZY GRASS WAY 7079 RESTON HEIGHTS DR
135	0710-011-0502-4	7073 RESTON HEIGHTS DR
136	0710-011-0503-2	7067 RESTON HEIGHTS DR
137	0710-011-0504-0	7061 RESTON HEIGHTS DR 201 JUNE BERRY DR
138	0710-014-1501-9	209 JUNE BERRY DR
139	0710-014-1502-7	215 JUNE BERRY DR
140	0710-014-1503-5	219 JUNE BERRY DR
141	0710-014-1504-3	223 JUNE BERRY DR
142	0710-014-1505-1	227 JUNE BERRY DR
143	0710-014-1506-9	231 JUNE BERRY DR
144	0710-014-1507-7	235 JUNE BERRY DR
145	0710-014-1508-5	239 JUNE BERRY DR
146	0710-011-0201-2	7157 LITTLEMORE DR
147	0710-011-0202-0	7163 LITTLEMORE DR
148	0710-011-0203-8	7169 LITTLEMORE DR
149	0710-011-0204-6	7175 LITTLEMORE DR
150	0710-011-0205-4	7181 LITTLEMORE DR
151	0710-011-0206-2	7138 RESTON HEIGHTS DR
152	0710-011-0207-0	7132 RESTON HEIGHTS DR
153	0710-011-0208-8	7126 RESTON HEIGHTS DR
154	0710-011-0209-6	7120 RESTON HEIGHTS DR
155	0710-011-0210-3	7114 RESTON HEIGHTS DR
156	0710-011-0211-1	7108 RESTON HEIGHTS DR
157	0710-011-0212-9	7102 RESTON HEIGHTS DR
158	0710-011-0301-0	7151 FIELD FLOWER WAY 7176 LITTLEMORE DR

159	0710-011-0302-8	7170 LITTLEMORE DR
160	0710-011-0303-6	7156 LITTLEMORE DR
161	0710-011-0304-4	7150 LITTLEMORE DR
162	0710-014-1601-7	7144 LITTLEMORE DR
163	0710-014-1602-5	7138 LITTLEMORE DR
164	0710-014-1603-3	7132 LITTLEMORE DR
165	0710-014-1604-1	7126 LITTLEMORE DR
166	0710-014-1605-9	7120 LITTLEMORE DR
167	0710-014-1606-7	7114 LITTLEMORE DR
168	0710-014-1607-5	7108 LITTLEMORE DR
169	0710-014-1608-3	7102 LITTLEMORE DR 247 BREEZY GRASS WAY
170	0710-014-1609-1	7101 FIELD FLOWER WAY 235 BREEZY GRASS WAY
171	0710-014-1610-8	7107 FIELD FLOWER WAY
172	0710-014-1611-6	7115 FIELD FLOWER WAY
173	0710-014-1612-4	7121 FIELD FLOWER WAY
174	0710-014-1613-2	7127 FIELD FLOWER WAY
175	0710-014-1614-0	7133 FIELD FLOWER WAY
176	0710-011-0305-2	7139 FIELD FLOWER WAY
177	0710-011-0306-0	7145 FIELD FLOWER WAY
178	0710-011-0401-8	223 BREEZY GRASS WAY 7102 FIELD FLOWER WAY
179	0710-011-0402-6	219 BREEZY GRASS WAY
180	0710-011-0403-4	215 BREEZY GRASS WAY
181	0710-011-0404-2	209 BREEZY GRASS WAY
182	0710-011-0405-0	201 BREEZY GRASS WAY 7101 RESTON HEIGHTS DR
183	0710-011-0406-8	7105 RESTON HEIGHTS DR
184	0710-011-0407-6	7109 RESTON HEIGHTS DR
185	0710-011-0408-4	7115 RESTON HEIGHTS DR
186	0710-011-0409-2	7119 RESTON HEIGHTS DR
187	0710-011-0410-9	7127 RESTON HEIGHTS DR 7150 FIELD FLOWER WAY
188	0710-011-0411-7	7144 FIELD FLOWER WAY
189	0710-011-0412-5	7138 FIELD FLOWER WAY
190	0710-011-0413-3	7126 FIELD FLOWER WAY
191	0710-011-0414-1	7120 FIELD FLOWER WAY
192	0710-011-0415-9	7108 FIELD FLOWER WAY
193	0710-011-0701-2	122 JUNE BERRY DR 7048 RESTON HEIGHTS DR
194	0710-011-0702-0	116 JUNE BERRY DR
195	0710-011-0703-8	108 JUNE BERRY DR
196	0710-011-0704-6	102 JUNE BERRY DR 7035 MILWAUKEE ST
197	0710-011-0705-4	7027 MILWAUKEE ST
198	0710-011-0706-2	7021 MILWAUKEE ST
199	0710-011-0707-0	7015 MILWAUKEE ST
200	0710-011-0708-8	7009 MILWAUKEE ST



201	0710-011-0709-6	7001 MILWAUKEE ST 101 GOLDEN MAPLE RD
202	0710-011-0801-0	7002 RESTON HEIGHTS DR 125 GOLDEN MAPLE RD
203	0710-011-0802-8	7008 RESTON HEIGHTS DR
204	0710-011-0803-6	7016 RESTON HEIGHTS DR
205	0710-011-0804-4	7022 RESTON HEIGHTS DR
206	0710-011-0805-2	7028 RESTON HEIGHTS DR
207	0710-011-0806-0	7036 RESTON HEIGHTS DR
208	0710-013-3201-5	6982 RESTON HEIGHTS DR 124 GOLDEN MAPLE RD
209	0710-013-3202-3	6976 RESTON HEIGHTS DR
210	0710-013-3203-1	6970 RESTON HEIGHTS DR
211	0710-013-3204-9	6964 RESTON HEIGHTS DR
212	0710-013-3205-7	6958 RESTON HEIGHTS DR
213	0710-013-3206-5	6952 RESTON HEIGHTS DR
214	0710-013-3207-3	6946 RESTON HEIGHTS DR
215	0710-013-3208-1	6940 RESTON HEIGHTS DR
216	0710-013-3209-9	6934 RESTON HEIGHTS DR
217	0710-013-3210-6	6928 RESTON HEIGHTS DR
218	0710-013-3211-4	6916 RESTON HEIGHTS DR
219	0710-013-3212-2	6908 RESTON HEIGHTS DR
220	0710-013-3213-0	6902 RESTON HEIGHTS DR 125 WIND STONE DR
221	0710-012-0301-8	6901 MILWAUKEE ST 101 WIND STONE DR
222	0710-012-0302-6	6907 MILWAUKEE ST
223	0710-012-0303-4	6915 MILWAUKEE ST
224	0710-012-0304-2	6927 MILWAUKEE ST
225	0710-012-0305-0	6933 MILWAUKEE ST
226	0710-012-0306-8	6939 MILWAUKEE ST
227	0710-012-0307-6	6945 MILWAUKEE ST
228	0710-012-0308-4	6951 MILWAUKEE ST
229	0710-012-0309-2	6957 MILWAUKEE ST 102 GOLDEN MAPLE RD
230	0710-013-0402-2	102 WIND STONE DR 6826 RESTON HEIGHTS DR 6827 MILWAUKEE ST
231	0710-013-0403-0	6809 MILWAUKEE ST
O.L. 4	0710-014-0302-2	7001 LITTLEMORE DR
O.L. 5	0710-014-0303-0	7035 LITTLEMORE DR
O.L. 6	0710-014-0304-8	7101 LITTLEMORE DR
O.L. 7	0710-014-0305-6	7145 LITTLEMORE DR
O.L. 8	0710-014-0306-4	7149 LITTLEMORE DR
O.L. 9	0710-011-0215-3	7153 LITTLEMORE DR
O.L. 10	0710-011-0214-5	7151 LITTLEMORE DR
O.L. 11	0710-011-0213-7	7074 RESTON HEIGHTS DR 101 JUNE BERRY DR
O. L. 14	0710-013-2902-0	6932 SILVER DAWN DR

REM LAND	0710-012-0203-6	6852 RESTON HEIGHTS DR
REM LAND	0710-011-0101-4	6972 LITTLEMORE DR

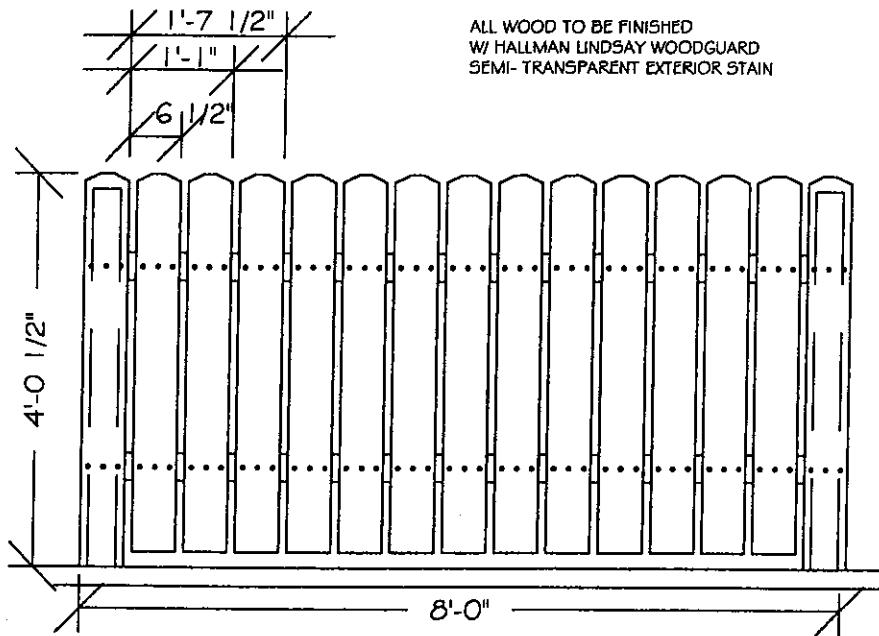
## 1<sup>ST</sup> ADDITION TO THE MEADOWLANDS

LOT #	PARCEL NUMBER	STREET ADDRESS
232	0710-014-0217-3	1 LITTLEMORE CT 6947 LITTLEMORE DR
233	0710-014-0218-1	9 LITTLEMORE CT
234	0710-014-0219-9	17 LITTLEMORE CT
235	0710-014-0220-6	18 LITTLEMORE CT
236	0710-014-0221-4	10 LITTLEMORE CT
237	0710-014-0222-2	2 LITTLEMORE CT 6961 LITTLEMORE DR
O.L 14	0710-014-0303-0	7035 LITTLEMORE DR

**Exhibit "E1"**

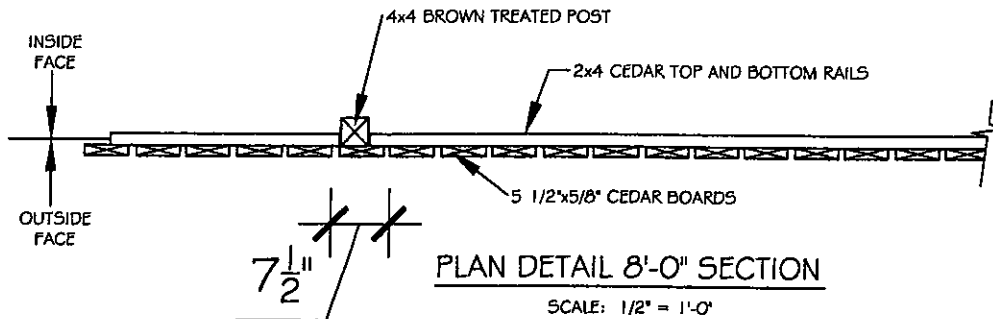
**NOTE:** 4x4 POSTS TO BE TREATED WOOD

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



**ELEVATION TYPICAL 8'-0" SECTION 6" PICKETS**

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



**4'0 PICKET FENCE DETAIL**

Model: -		Custom Designed For: -	
ELEVATION		Lot/Subdivision: -	
Base Plan		Address: -	
Plan: -		Date: -	
Base Plan Revised: -		Customer Approval: - / 2004	
		DSH Approval: - / 2004	
<p><b>Do Not Scale</b> Note: All dimensions are stud to stud</p>			
<p>Note: Please review carefully. What is shown in this plan represents what will be constructed. We will not be held responsible for errors if work is built according to the customer's approved plan.</p>			
Revised: -			



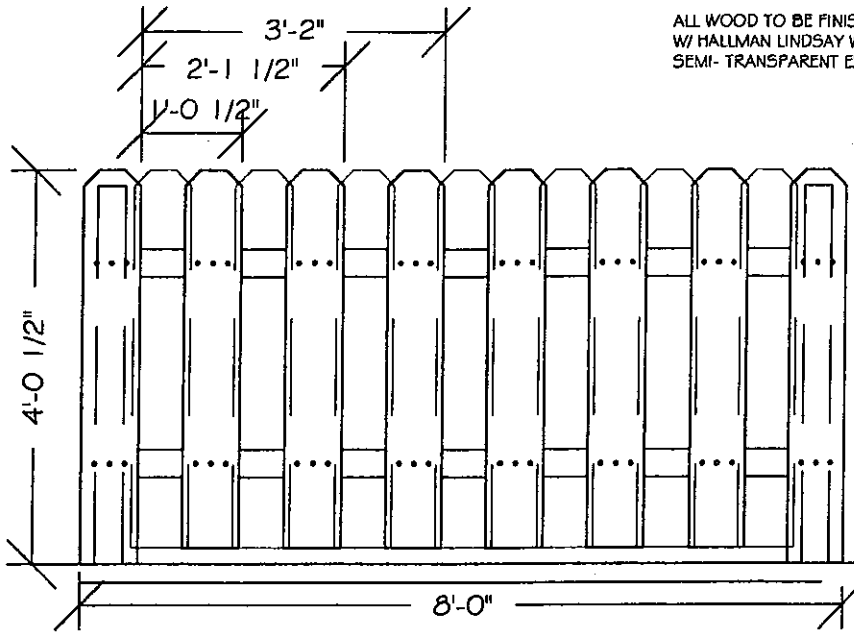
6801 South Towne Dr - Madison, WI 53713  
(608)226-3100 Fax: (608)226-0600

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**Exhibit "E2"**

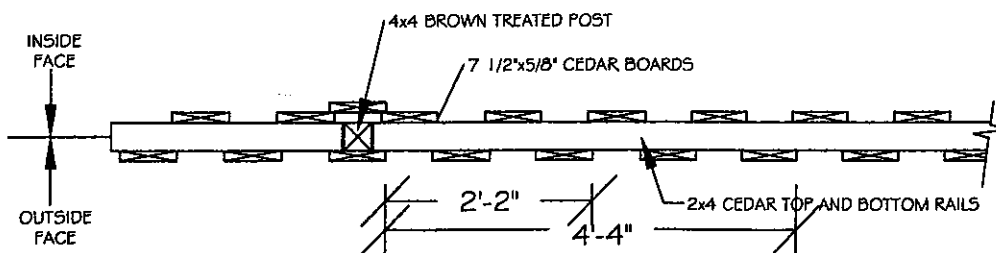
**NOTE:** 4x4 POSTS TO BE TREATED WOOD

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



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

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



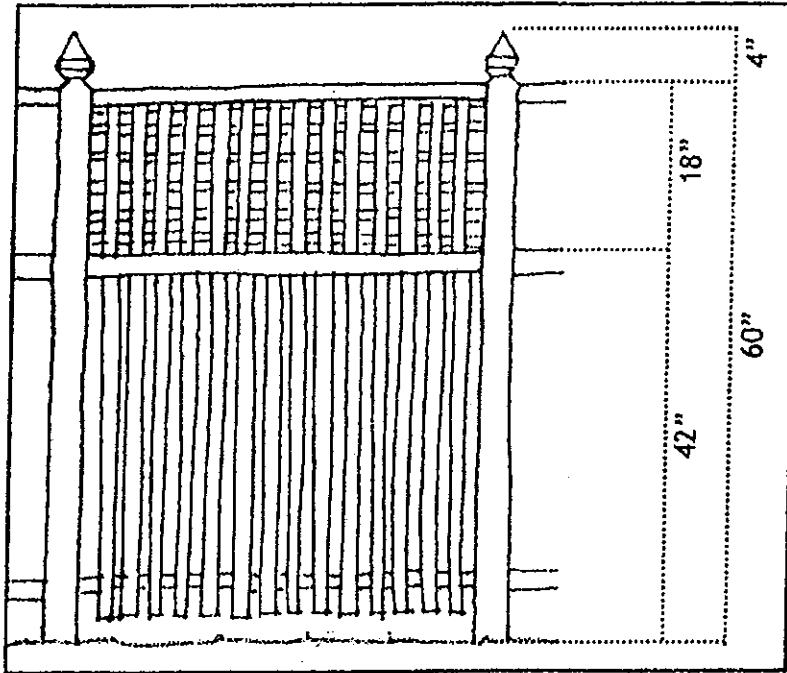
**PLAN DETAIL 8'-0" SECTION**

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

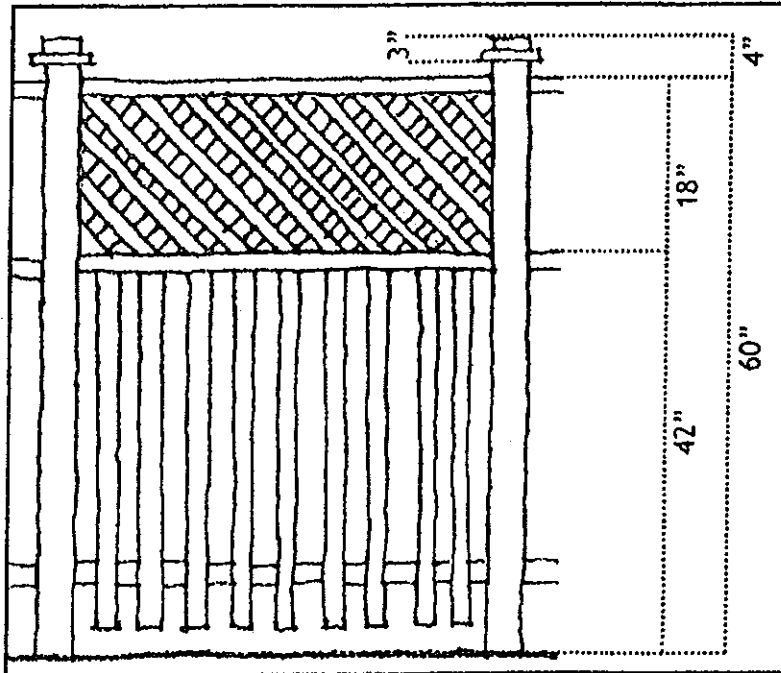
**4'0" BOARD ON BOARD FENCE DETAIL**

Model: _____		Custom Designed For: _____	
ELEVATION		Lot/Subdivision: _____ LOT	
Base Plan _____		Address: _____	
Base Plan _____	Base Plan Revised: _____	Drawn By: _____	Customer Approval: _____ / 2004
Plan: _____		Date: _____	DSH Approval: _____ / 2004
<p><b>Do Not Scale</b> Note: All dimensions are stud to stud</p>			
Revised: _____		<p>Note: Please review carefully. What is shown in this plan represents what will be constructed. We will not be held responsible for errors if work is built according to the customer's approved plan.</p>	
		<p><b>VERIDIAN HOMES</b></p> <p>6601 South Towne Drive - Madison, WI 53713 (608)226-3100 Fax: (608)226-0600</p> <p>© Copyright 2004 Veridian Homes Protected Under Architectural Works Copyright Protection Act of 1990.</p>	


# Exhibit E3



*Picket: Lattice shall be 1 1/2" in width with 2" spacing between vertical and horizontal members.*



*Stick: Lattice shall be 2" in width with 2" spacing between diagonal members.*

Model: _____ _____ _____ _____	Custom Designed For: - _____ Lot/Subdivision: _____ or _____ Address: _____		 <b>VERIDIAN HOMES</b> 6801 South Towne Drive - Madison, WI 53713 (608)226-3100 Fax: (608)226-0600
	Base _____ Base Plan _____ Plan: _____ Revised: _____	Drawn By: _____ Date: _____	
<b>Do Not Scale</b> Note: All dimensions are stud to stud		<small>Note: Please review carefully. What is shown in the plan represents what will be constructed. We will not be held responsible for errors if work is built according to the customer's approved plan.</small> Revised: _____	



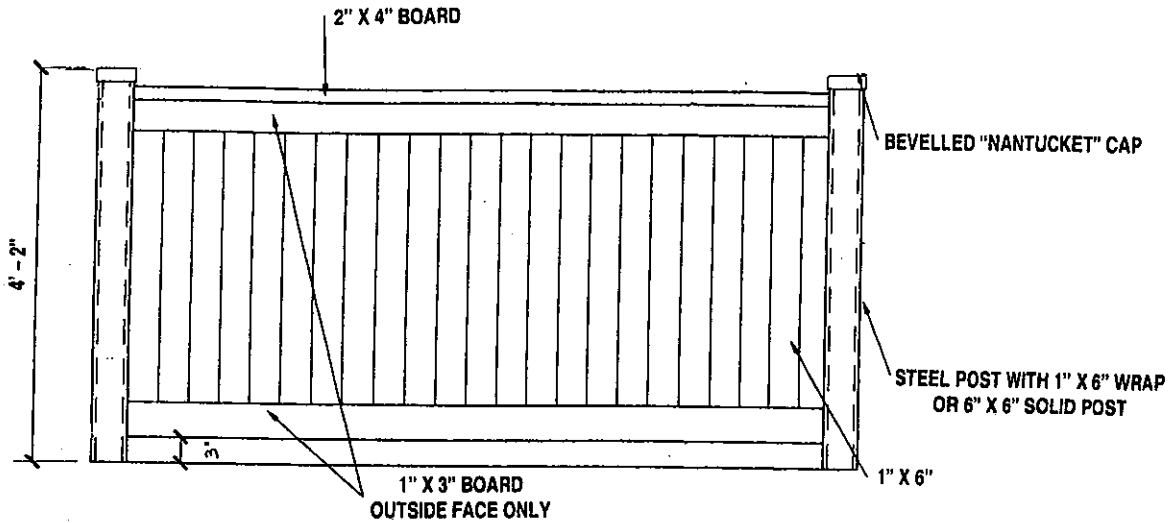
**VERIDIAN HOMES**

6801 South Towne Drive - Madison, WI 53713  
 (608)226-3100 Fax: (608)226-0600

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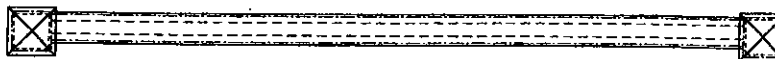
**Exhibit "E-4"**

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




**ELEVATION TYPICAL 8'-0" SECTION**

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



**PLAN DETAIL 8'-0" SECTION**

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

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

DOCUMENT #  
4286690

03/06/2007 02:02PM

Trans. Fee:  
Exempt #:

Rec. Fee: 45.00  
Pages: 18

001771

Document No.

Title Of Document

**FOURTH AMENDMENT TO THE MEADOWLANDS  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND DECLARATION  
CITY OF MADISON, DANE COUNTY, WISCONSIN**

Drafted by and return to:

**Gail Foltman  
Veridian Homes  
6801 South Towne Drive  
Madison, WI 53713**

See Exhibit A  
(Parcel Identification Numbers)

**WHEREAS**, The Meadowlands Land, LLC and Great Neighborhoods East, LLC, Wisconsin Limited Liability Companies (collectively, hereinafter referred to as the "Declarant"), caused to be placed of record that certain Declaration of Protective Covenants, Conditions and Restrictions (the "Declaration") on the Plat of The Meadowlands (the 'Plat') which Declarations were recorded on September 10, 2004, with the Dane County Register of Deeds office as Document No 3965762; and

**WHEREAS**, Declarant recorded a First Amendment to the Declaration of Covenants, Conditions and Restrictions on the Plat, which were recorded on January 10, 2006, with the Dane County Register of Deeds office as Document No. 4151353 ("First Amendment"); and

**WHEREAS**, Declarant recorded a Second Amendment to the Declaration of Covenants, Conditions and Restrictions on the Plat, which were recorded on May 16, 2006, with the Dane County Register of Deeds office as Document Number 419210 ("Second Amendment"); and

**WHEREAS**, Declarant recorded a Third Amendment to the Declaration of Covenants, Conditions and Restrictions on the Plat, which were recorded on January 10, 2007, with the Dane County Register of Deeds Office as Document No. 4270167 ("Third Amendment"); and

**WHEREAS**, Declarant caused to be placed of record that certain Declaration of Subdivision Sign Easement which was recorded on May 2, 2005, with the Dane County Register of Deeds Office as Document No. 4048489 ("Sign Easement"), as Exhibit B, attached hereto and incorporated herein by reference; and

**WHEREAS**, Declarant is, as of the date hereof, the fee simple owner of more than one

18/45

lot in the Plat and is desirous of amending certain provisions of the Declaration.

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

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Declaration.
- 2) Part B Conditions, Covenants and Restrictions, Section B-7) Easements, paragraph G) “Lot 221 shall be subject to a Declaration of Subdivision Sign Easement and shall be deemed a part of the Common Property, which the Association is obligated to maintain under Section (A) of the Declaration, the cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required.”
- 3) Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.

**001772**

[Signature on next page]



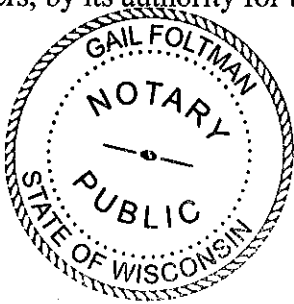
Dated as of the 26<sup>th</sup> day of February, 2007

**The Meadowlands Land, LLC**  
By: VH Land, LLC, Its Sole Member

By: [Signature] **001773**  
Donald A. Esposito, Jr., Assistant Secretary

STATE OF WISCONSIN )  
  )ss>  
COUNTY OF DANE )

Personally came before me this 26<sup>th</sup> day of February, 2007, Donald A. Esposito, Jr. the Assistant Secretary of VH Land, LLC a Wisconsin limited liability company, which is the Sole Member of The Meadowlands Land, 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.



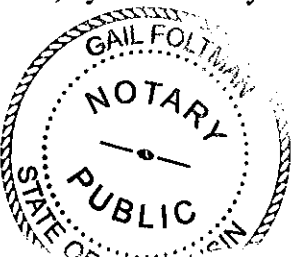
Gail Foltman  
Gail Foltman, Notary Public, State of Wisconsin  
My Commission expires: December 26, 2010

**Great Neighborhoods East, LLC, Its Sole Member**  
By: Great Neighborhoods Inc., Its Sole Member

By: [Signature]  
Donald A. Esposito, Jr., Assistant Secretary

STATE OF WISCONSIN )  
  )ss>  
COUNTY OF DANE )

~~Personally came before me this 26<sup>th</sup> day of February, 2007, Donald A. Esposito, Jr. the Assistant Secretary of Great Neighborhoods, Inc a Wisconsin Corporation, which is the Sole Member of Great Neighborhoods East, 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.~~



~~Gail Foltman  
Gail Foltman, Notary Public, State of Wisconsin  
My Commission expires: December 26, 2010~~

001774

2004

**THE MEADOWLANDS**

OUT OF 0710-013-0901-4, 0801-6, 2901-2, 014-0301-4

PART OF 0710-011-0101-4, 012-0203-6 & 013-0401-4

RESIDENTIAL AREA 103

MADISON & SUN PRAIRIE SCHOOL DISTRICTS

001775

Completed 11/24/04

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
1	0710-013-0802-4	201 EAST HILL PKWY 6825 RESTON HEIGHTS DR
2	0710-013-0803-2	207 EAST HILL PKWY
3	0710-013-0804-0	215 EAST HILL PKWY
4	0710-013-0805-8	221 EAST HILL PKWY
5	0710-013-0806-6	227 EAST HILL PKWY
6	0710-013-0807-4	233 EAST HILL PKWY
7	0710-013-0808-2	239 EAST HILL PKWY
8	0710-013-0809-0	245 EAST HILL PKWY 6826 LITTLEMORE DR
9	0710-013-0810-7	250 WIND STONE DR 6832 LITTLEMORE DR
10	0710-013-0811-5	244 WIND STONE DR
11	0710-013-0812-3	238 WIND STONE DR
12	0710-013-0813-1	232 WIND STONE DR
13	0710-013-0814-9	226 WIND STONE DR
14	0710-013-0815-7	220 WIND STONE DR
15	0710-013-0816-5	214 WIND STONE DR
16	0710-013-0817-3	208 WIND STONE DR
17	0710-013-0818-1	202 WIND STONE DR 6831 RESTON HEIGHTS DR
18	0710-013-3101-7	6902 SILVER DAWN DR 227 WIND STONE DR
19	0710-013-3102-5	221 WIND STONE DR
20	0710-013-3103-3	215 WIND STONE DR
21	0710-013-3104-1	207 WIND STONE DR
22	0710-013-3105-9	201 WIND STONE DR 6901 RESTON HEIGHTS DR
23	0710-013-3106-7	6907 RESTON HEIGHTS DR
24	0710-013-3107-5	6915 RESTON HEIGHTS DR
25	0710-013-3108-3	6927 RESTON HEIGHTS DR
26	0710-013-3109-1	6933 RESTON HEIGHTS DR
27	0710-013-3110-8	6939 RESTON HEIGHTS DR
28	0710-013-3111-6	6945 RESTON HEIGHTS DR 202 RED BIRCH RUN
29	0710-013-3112-4	208 RED BIRCH RUN
30	0710-013-3113-2	214 RED BIRCH RUN
31	0710-013-3114-0	220 RED BIRCH RUN
32	0710-013-3115-8	226 RED BIRCH RUN

		6954 SILVER DAWN DR
33	0710-013-3116-6	1 HALF MOON CT 6948 SILVER DAWN DR
34	0710-013-3117-4	7 HALF MOON CT
35	0710-013-3118-2	15 HALF MOON CT
36	0710-013-3119-0	21 HALF MOON CT
37	0710-013-3120-7	26 HALF MOON CT
38	0710-013-3121-5	18 HALF MOON CT
39	0710-013-3122-3	10 HALF MOON CT
40	0710-013-3123-1	2 HALF MOON CT 6908 SILVER DAWN DR
41	0710-013-0902-2	6901 SILVER DAWN DR 239 WIND STONE DR
42	0710-013-0903-0	6907 SILVER DAWN DR
43	0710-013-0904-8	6915 SILVER DAWN DR
44	0710-013-0905-6	6921 SILVER DAWN DR
45	0710-013-0906-4	6927 SILVER DAWN DR
46	0710-013-0907-2	6933 SILVER DAWN DR
47	0710-013-0908-0	6939 SILVER DAWN DR
48	0710-013-0909-8	6945 SILVER DAWN DR
49	0710-014-0401-2	6951 SILVER DAWN DR
50	0710-014-0402-0	6957 SILVER DAWN DR
51	0710-014-0403-8	6963 SILVER DAWN DR
52	0710-014-0404-6	6969 SILVER DAWN DR
53	0710-014-0405-4	6975 SILVER DAWN DR 236 GOLDEN MAPLE RD
54	0710-014-0406-2	6956 LITTLEMORE DR 244 GOLDEN MAPLE RD
55	0710-014-0407-0	6950 LITTLEMORE DR
56	0710-014-0408-8	6944 LITTLEMORE DR
57	0710-014-0409-6	6938 LITTLEMORE DR
58	0710-013-0910-5	6932 LITTLEMORE DR
59	0710-013-0911-3	6926 LITTLEMORE DR
60	0710-013-0912-1	6920 LITTLEMORE DR
61	0710-013-0913-9	6914 LITTLEMORE DR
62	0710-013-0914-7	6908 LITTLEMORE DR
63	0710-013-0915-5	6902 LITTLEMORE DR 245 WIND STONE DR
64	0710-014-0501-0	227 RED BIRCH RUN 6966 SILVER DAWN DR
65	0710-014-0502-8	221 RED BIRCH RUN
66	0710-014-0503-6	215 RED BIRCH RUN
67	0710-014-0504-4	207 RED BIRCH RUN
68	0710-014-0505-2	201 RED BIRCH RUN 6971 RESTON HEIGHTS DR
69	0710-014-0506-0	202 GOLDEN MAPLE RD 6979 RESTON HEIGHTS DR
70	0710-014-0507-8	208 GOLDEN MAPLE RD
71	0710-014-0508-6	214 GOLDEN MAPLE RD

72	0710-014-0509-4	220 GOLDEN MAPLE RD
73	0710-014-0510-1	226 GOLDEN MAPLE RD 6972 SILVER DAWN DR
74	0710-014-0601-8	247 GOLDEN MAPLE RD 7002 LITTLEMORE DR
75	0710-014-0602-6	7008 LITTLEMORE DR
76	0710-014-0603-4	7016 LITTLEMORE DR
77	0710-014-0604-2	7022 LITTLEMORE DR 246 SHADY LEAF RD
78	0710-014-0701-6	238 SHADY LEAF RD
79	0710-014-0702-4	234 SHADY LEAF RD
80	0710-014-0703-2	230 SHADY LEAF RD
81	0710-014-0704-0	226 SHADY LEAF RD
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84	0710-014-0707-4	214 SHADY LEAF RD
85	0710-014-0708-2	208 SHADY LEAF RD
86	0710-014-0801-4	202 SHADY LEAF RD 7021 RESTON HEIGHTS DR
87	0710-014-0802-2	7015 RESTON HEIGHTS DR
88	0710-014-0803-0	7009 RESTON HEIGHTS DR
89	0710-014-0804-8	7001 RESTON HEIGHTS DR 201 GOLDEN MAPLE RD
90	0710-014-0901-2	209 GOLDEN MAPLE RD
91	0710-014-0902-0	215 GOLDEN MAPLE RD
92	0710-014-0903-8	219 GOLDEN MAPLE RD
93	0710-014-0904-6	223 GOLDEN MAPLE RD
94	0710-014-0905-4	227 GOLDEN MAPLE RD
95	0710-014-0906-2	231 GOLDEN MAPLE RD
96	0710-014-0907-0	235 GOLDEN MAPLE RD
97	0710-014-0908-8	239 GOLDEN MAPLE RD
98	0710-014-1001-9	7036 LITTLEMORE DR 247 SHADY LEAF RD
99	0710-014-1002-7	7042 LITTLEMORE DR
100	0710-014-1003-5	7048 LITTLEMORE DR
101	0710-014-1004-3	7056 LITTLEMORE DR 246 JUNE BERRY DR
102	0710-014-1101-7	238 JUNE BERRY DR
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105	0710-014-1104-1	226 JUNE BERRY DR
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107	0710-014-1106-7	218 JUNE BERRY DR
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110	0710-011-0601-4	202 JUNE BERRY DR 7055 RESTON HEIGHTS DR
111	0710-011-0602-2	7049 RESTON HEIGHTS DR
112	0710-011-0603-0	7041 RESTON HEIGHTS DR

113	0710-011-0604-8	7035 RESTON HEIGHTS DR 201 SHADY LEAF RD
114	0710-014-1201-5	209 SHADY LEAF RD
115	0710-014-1202-3	215 SHADY LEAF RD
116	0710-014-1203-1	219 SHADY LEAF RD
117	0710-014-1204-9	223 SHADY LEAF RD
118	0710-014-1205-7	227 SHADY LEAF RD
119	0710-014-1206-5	001778 231 SHADY LEAF RD
120	0710-014-1207-3	235 SHADY LEAF RD
121	0710-014-1208-1	239 SHADY LEAF RD
122	0710-014-1301-3	7062 LITTLEMORE DR 247 JUNE BERRY DR
123	0710-014-1302-1	7068 LITTLEMORE DR
124	0710-014-1303-9	7076 LITTLEMORE DR
125	0710-014-1304-7	7082 LITTLEMORE DR 246 BREEZY GRASS WAY
126	0710-014-1401-1	238 BREEZY GRASS WAY
127	0710-014-1402-9	234 BREEZY GRASS WAY
128	0710-014-1403-7	230 BREEZY GRASS WAY
129	0710-014-1404-5	226 BREEZY GRASS WAY
130	0710-014-1405-3	222 BREEZY GRASS WAY
131	0710-014-1406-1	218 BREEZY GRASS WAY
132	0710-014-1407-9	214 BREEZY GRASS WAY
133	0710-014-1408-7	208 BREEZY GRASS WAY
134	0710-011-0501-6	202 BREEZY GRASS WAY 7079 RESTON HEIGHTS DR
135	0710-011-0502-4	7073 RESTON HEIGHTS DR
136	0710-011-0503-2	7067 RESTON HEIGHTS DR
137	0710-011-0504-0	7061 RESTON HEIGHTS DR 201 JUNE BERRY DR
138	0710-014-1501-9	209 JUNE BERRY DR
139	0710-014-1502-7	215 JUNE BERRY DR
140	0710-014-1503-5	219 JUNE BERRY DR
141	0710-014-1504-3	223 JUNE BERRY DR
142	0710-014-1505-1	227 JUNE BERRY DR
143	0710-014-1506-9	231 JUNE BERRY DR
144	0710-014-1507-7	235 JUNE BERRY DR
145	0710-014-1508-5	239 JUNE BERRY DR
146	0710-011-0201-2	7157 LITTLEMORE DR
147	0710-011-0202-0	7163 LITTLEMORE DR
148	0710-011-0203-8	7169 LITTLEMORE DR
149	0710-011-0204-6	7175 LITTLEMORE DR
150	0710-011-0205-4	7181 LITTLEMORE DR
151	0710-011-0206-2	7138 RESTON HEIGHTS DR
152	0710-011-0207-0	7132 RESTON HEIGHTS DR
153	0710-011-0208-8	7126 RESTON HEIGHTS DR
154	0710-011-0209-6	7120 RESTON HEIGHTS DR
155	0710-011-0210-3	7114 RESTON HEIGHTS DR
156	0710-011-0211-1	7108 RESTON HEIGHTS DR

157	0710-011-0212-9	7102 RESTON HEIGHTS DR
158	0710-011-0301-0	7151 FIELD FLOWER WAY 7176 LITTLEMORE DR
159	0710-011-0302-8	7170 LITTLEMORE DR
160	0710-011-0303-6	7156 LITTLEMORE DR
161	0710-011-0304-4	7150 LITTLEMORE DR
162	0710-014-1601-7	7144 LITTLEMORE DR
163	0710-014-1602-5	7138 LITTLEMORE DR
164	0710-014-1603-3	7132 LITTLEMORE DR
165	0710-014-1604-1	7126 LITTLEMORE DR
166	0710-014-1605-9	7120 LITTLEMORE DR
167	0710-014-1606-7	7114 LITTLEMORE DR
168	0710-014-1607-5	7108 LITTLEMORE DR
169	0710-014-1608-3	7102 LITTLEMORE DR 247 BREEZY GRASS WAY
170	0710-014-1609-1	7101 FIELD FLOWER WAY 235 BREEZY GRASS WAY
171	0710-014-1610-8	7107 FIELD FLOWER WAY
172	0710-014-1611-6	7115 FIELD FLOWER WAY
173	0710-014-1612-4	7121 FIELD FLOWER WAY
174	0710-014-1613-2	7127 FIELD FLOWER WAY
175	0710-014-1614-0	7133 FIELD FLOWER WAY
176	0710-011-0305-2	7139 FIELD FLOWER WAY
177	0710-011-0306-0	7145 FIELD FLOWER WAY
178	0710-011-0401-8	223 BREEZY GRASS WAY 7102 FIELD FLOWER WAY
179	0710-011-0402-6	219 BREEZY GRASS WAY
180	0710-011-0403-4	215 BREEZY GRASS WAY
181	0710-011-0404-2	209 BREEZY GRASS WAY
182	0710-011-0405-0	201 BREEZY GRASS WAY 7101 RESTON HEIGHTS DR
183	0710-011-0406-8	7105 RESTON HEIGHTS DR
184	0710-011-0407-6	7109 RESTON HEIGHTS DR
185	0710-011-0408-4	7115 RESTON HEIGHTS DR
186	0710-011-0409-2	7119 RESTON HEIGHTS DR
187	0710-011-0410-9	7127 RESTON HEIGHTS DR 7150 FIELD FLOWER WAY
188	0710-011-0411-7	7144 FIELD FLOWER WAY
189	0710-011-0412-5	7138 FIELD FLOWER WAY
190	0710-011-0413-3	7126 FIELD FLOWER WAY
191	0710-011-0414-1	7120 FIELD FLOWER WAY
192	0710-011-0415-9	7108 FIELD FLOWER WAY
193	0710-011-0701-2	122 JUNE BERRY DR 7048 RESTON HEIGHTS DR
194	0710-011-0702-0	116 JUNE BERRY DR
195	0710-011-0703-8	108 JUNE BERRY DR
196	0710-011-0704-6	102 JUNE BERRY DR 7035 MILWAUKEE ST
197	0710-011-0705-4	7027 MILWAUKEE ST

001780

198	0710-011-0706-2	7021 MILWAUKEE ST
199	0710-011-0707-0	7015 MILWAUKEE ST
200	0710-011-0708-8	7009 MILWAUKEE ST
201	0710-011-0709-6	7001 MILWAUKEE ST
202	0710-011-0801-0	101 GOLDEN MAPLE RD 7002 RESTON HEIGHTS DR
203	0710-011-0802-8	125 GOLDEN MAPLE RD
204	0710-011-0803-6	7008 RESTON HEIGHTS DR
205	0710-011-0804-4	7016 RESTON HEIGHTS DR
206	0710-011-0805-2	7022 RESTON HEIGHTS DR
207	0710-011-0806-0	7028 RESTON HEIGHTS DR
208	0710-013-3201-5	7036 RESTON HEIGHTS DR
209	0710-013-3202-3	6982 RESTON HEIGHTS DR
210	0710-013-3203-1	124 GOLDEN MAPLE RD
211	0710-013-3204-9	6976 RESTON HEIGHTS DR
212	0710-013-3205-7	6970 RESTON HEIGHTS DR
213	0710-013-3206-5	6964 RESTON HEIGHTS DR
214	0710-013-3207-3	6958 RESTON HEIGHTS DR
215	0710-013-3208-1	6952 RESTON HEIGHTS DR
216	0710-013-3209-9	6946 RESTON HEIGHTS DR
217	0710-013-3210-6	6940 RESTON HEIGHTS DR
218	0710-013-3211-4	6934 RESTON HEIGHTS DR
219	0710-013-3212-2	6928 RESTON HEIGHTS DR
220	0710-013-3213-0	6916 RESTON HEIGHTS DR
221	0710-012-0301-8	6908 RESTON HEIGHTS DR
222	0710-012-0302-6	6902 RESTON HEIGHTS DR
223	0710-012-0303-4	125 WIND STONE DR
224	0710-012-0304-2	6901 MILWAUKEE ST
225	0710-012-0305-0	101 WIND STONE DR
226	0710-012-0306-8	6907 MILWAUKEE ST
227	0710-012-0307-6	6915 MILWAUKEE ST
228	0710-012-0308-4	6927 MILWAUKEE ST
229	0710-012-0309-2	6933 MILWAUKEE ST
230	0710-013-0402-2	6939 MILWAUKEE ST
231	0710-013-0403-0	6945 MILWAUKEE ST
O.L. 4	0710-014-0302-2	6951 MILWAUKEE ST
O.L. 5	0710-014-0303-0	6957 MILWAUKEE ST
O.L. 6	0710-014-0304-8	6957 MILWAUKEE ST
O.L. 7	0710-014-0305-6	102 GOLDEN MAPLE RD
O.L. 8	0710-014-0306-4	102 WIND STONE DR
O.L. 9	0710-011-0215-3	6826 RESTON HEIGHTS DR
O.L. 10	0710-011-0214-5	6827 MILWAUKEE ST
		6809 MILWAUKEE ST
		7001 LITTLEMORE DR
		7035 LITTLEMORE DR
		7101 LITTLEMORE DR
		7145 LITTLEMORE DR
		7149 LITTLEMORE DR
		7153 LITTLEMORE DR
		7151 LITTLEMORE DR



O.L. 11	0710-011-0213-7	7074 RESTON HEIGHTS DR 101 JUNE BERRY DR
O. L. 14	0710-013-2902-0	6932 SILVER DAWN DR
REMLAND	0710-012-0203-6	6852 RESTON HEIGHTS DR
REMLAND	0710-011-0101-4	6972 LITTLEMORE DR

\* PARCELS 0710-013-0801-6, 0901-4, 2901-2 & 014-0301-4 ARE OBSOLETE

001781

0710-014

2005

**1<sup>ST</sup> ADDITION TO THE MEADOWLANDS**

OUT OF 0710-014-0205-8, 0302-2 & 0303-0

RESIDENTIAL AREA 103

MADISON SCHOOL DISTRICT

COMPLETED 11/8/05

LOT#	PARCEL NUMBER	STREET ADDRESS	PRORATED LAND ASSESSMENT
232	0710-014-0217-3	1 LITTLEMORE CT 6947 LITTLEMORE DR	10,100
233	0710-014-0218-1	9 LITTLEMORE CT	11,500
234	0710-014-0219-9	17 LITTLEMORE CT	10,100
235	0710-014-0220-6	18 LITTLEMORE CT	11,300
236	0710-014-0221-4	10 LITTLEMORE CT	6,500
237	0710-014-0222-2	2 LITTLEMORE CT 6961 LITTLEMORE DR	6,100
O.L 14	0710-014-0303-0	7035 LITTLEMORE DR	EXEMPT

\*PARCELS 0710-014-0205-8 & 0302-2 ARE OBSOLETE

EXHIBIT B

DECLARATION OF SUBDIVISION  
SIGN EASEMENT

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
4040403

05/02/2005 09:54:59AM

Trans. Fee: -  
Exempt #: -

Rec. Fee: 23.00  
Pages: 7

000334

Record this document with the Register of Deeds

Name and Return Address:

Gail Foltman  
Verdian Homes, LLC  
6801 South Town Drive  
Madison, WI 53713

0710-341-0101-5  
(Parcel Identification Number)

Document Number Title of Document  
This Declaration of Sign Easement (the  
"Declaration") is made this 29<sup>th</sup> day of April, 2005 by Great  
Neighborhoods East, LLC. a Wisconsin limited liability  
company (hereinafter "Declarant").

WITNESSETH:

001782

WHEREAS, Declarant is the owner of Lot 221 of the  
Plat of The Meadowlands, located in the City of Madison,  
Dane County, Wisconsin, ( the "Property"); and

WHEREAS, Declarant wishes to impose upon the Property a subdivision sign  
easement in accordance with the terms, covenants and conditions of this Declaration.

NOW, THEREFORE, Declarant hereby imposes upon the Property the following  
Declaration of Sign Easement.

ARTICLE I

DEFINITIONS

For the purpose of this Declaration, the following terms shall have the following meaning:

A) Occupant. The term "Occupant" shall mean and include the owners (either legal  
or equitable) of the Property described herein, and the heirs, successors and assigns of an  
~~Occupant (including mortgagees)~~ and any person who shall be, from time to time, entitled to the  
use and occupancy of any part of the Property under any lease, sublease, license or concession  
agreement or any other instrument or arrangement under which such rights are acquired.

- B) **Permittees.** The term "Permittees" shall mean and refer to all Occupants and tenants and other invitees of Occupants.

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## **ARTICLE II**

### **DECLARATION OF CONDITIONS AND RESTRICTIONS**

The Property shall be subject to the terms of this Declaration and shall be conveyed and transferred, whether in whole or in part, subject to the easements, covenants, conditions and restrictions set forth in this Declaration. It is the purpose of this Declaration to create easements, and to place covenants, conditions and restrictions on the use of the Property. Except as otherwise set forth, all easements, covenants, conditions and restrictions herein granted or imposed shall run with the Property as both a benefit and burden to and on the Property described herein as appropriate, and shall be binding upon and inure to the benefit of all Occupants of the Property and Declarant, and their respective heirs, successors and assigns.

## **ARTICLE III**

### **EASEMENT**

A) **Sign Easement.** The Property is hereby made subject to a non-exclusive, permanent easement, over, upon, across and through the Property for the purpose of permitting the construction, maintenance, reconstruction, repair and access to, a sign advertising the subdivision in which the Property is located (the "**Sign**"), example attached hereto as Exhibit A, and incorporated herein by reference, which sign may include but not be limited to, ~~at the option of Declarant, landscaping, a sprinkler system, lighting and electric~~ utility services. The appearance, design, content, means of construction and materials used to construct the Sign shall be determined by Declarant in its sole discretion and may vary from the attached example. This easement shall be construed as permitting Declarant to maintain, repair and replace, on an as needed basis, within the Sign Easement Area, as that term is

defined below, the sign and any electrical conduit, sprinkler system, facilities and fixtures necessary to illuminate and support the Sign. Although not described herein, Declarant reserves the right to run electrical utility services to the Sign underground through any part of the Property if needed. This easement shall include the right to access the Sign over, upon, across and through the Property for the purposes permitted herein. The Sign shall be constructed at the location shown on the site plan, attached hereto as Exhibit B, and incorporated herein by reference (the "Sign Easement Area").

**B) Initial Improvements of Sign Easement Area.** Declarant shall, at its expense, initially construct the Sign to be located in the Sign Easement Area and until such time as The Meadowlands Homeowners Association, Inc., (the "Association") has assumed the responsibility of the Architectural Control Committee (the "Committee") under that certain Declaration of Covenants, Conditions and Restrictions dated September 8<sup>th</sup>, 2004, recorded in the office of the Dane County Register of Deeds on the 10<sup>th</sup> day of September 2004, as Document No. 3965762 (the "Restrictions"), the Declarant shall be solely responsible for keeping the sign in a state of good repair. At such time as control of the Committee is turned over to the Association pursuant to the Restrictions (the "Succession Date") the Association shall assume all of the responsibilities of the Declarant hereunder. The costs so incurred by the Association shall be deemed a common expense under the Restrictions, including but not limited to the cost of any electric utility service for the Sign. In the event any part of the Property is damaged by reason of Declarant's initial construction or by the subsequent ~~activities of the Declarant or the Association as permitted hereunder, the Declarant or the~~ Association, as the case may be, shall restore the affected area to the condition which existed immediately prior to the activity which gave rise to the damage.

**C) Maintenance of Sign Easement Area.** Notwithstanding anything else set forth herein, the Occupant of the Property shall be responsible for seasonal lawn care, including

mowing, mulching and seeding on an as needed basis, and keeping the Sign Easement Area free of debris and refuse. Any landscaping installed by an Occupant in the Sign Easement Area shall be maintained by said Occupant. No Occupant shall take any action or erect any structure blocking the visibility of the Sign.

D) **Term of Easement.** This Declaration may only be terminated by written notice executed by the Declarant, or the Association after the Succession Date, which notice shall be recorded in the Office of the Dane County Register of Deeds. Upon termination of this Declaration, the Declarant, or the Association, as the case may be, shall, promptly after such termination, remove the Sign and restore the Sign Easement Area by seeding the Sign Easement Area with grass seed. Any underground electric utilities to the Sign Easement Area shall be removed or capped in such a manner so as not to pose any risk or danger to any Occupants of the Property, and any area of the Property affected by such removal or activity shall be restored to the condition existing prior to such removal or activity.

#### **ARTICLE IV**

#### **MODIFICATION OF EASEMENT**

The easement herein created may only be modified or amended by the execution and recording of an instrument signed by the Declarant, or the Association after the Succession Date, and the then Occupants of the Property, and their mortgagees. No other signature shall be required to effect such modification or amendment.

#### **ARTICLE V**

#### **NO PUBLIC DEDICATION**

Nothing contained in this document shall, or shall be deemed to, constitute a gift or dedication of any portion of any easement area to the general public or for the benefit of the general public or for any public purpose whatsoever.

**ARTICLE VI**  
**COVENANTS BINDING**

001786 ~~000338~~

The easement, covenants, conditions and restrictions herein created shall be binding upon and inure to the benefit of Declarant, Occupants and their heirs, successors and assigns, and shall be deemed to run with the land.

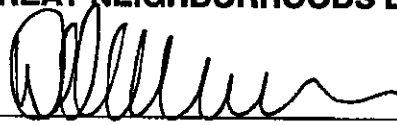
**ARTICLE VII**  
**SEVERABILITY**

In the event that any provision of this Declaration shall be held invalid or unenforceable, no other provision of this Declaration shall be affected by such holding and all other provisions of this Declaration shall continue in full force and effect pursuant to the terms hereof. This Declaration shall be governed by and construed under the laws of the State of Wisconsin.

Dated as of the 29<sup>th</sup> day of April, 2005.

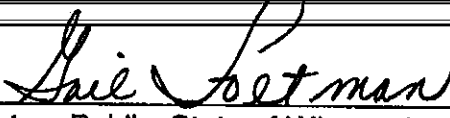
**\*DECLARANT\***

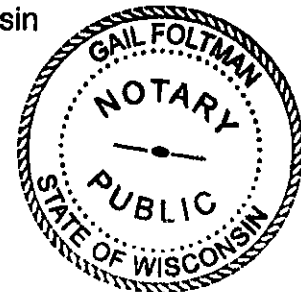
**GREAT NEIGHBORHOODS EAST, LLC**

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

STATE OF WISCONSIN    )  
                                  )ss>  
COUNTY OF DANE        )

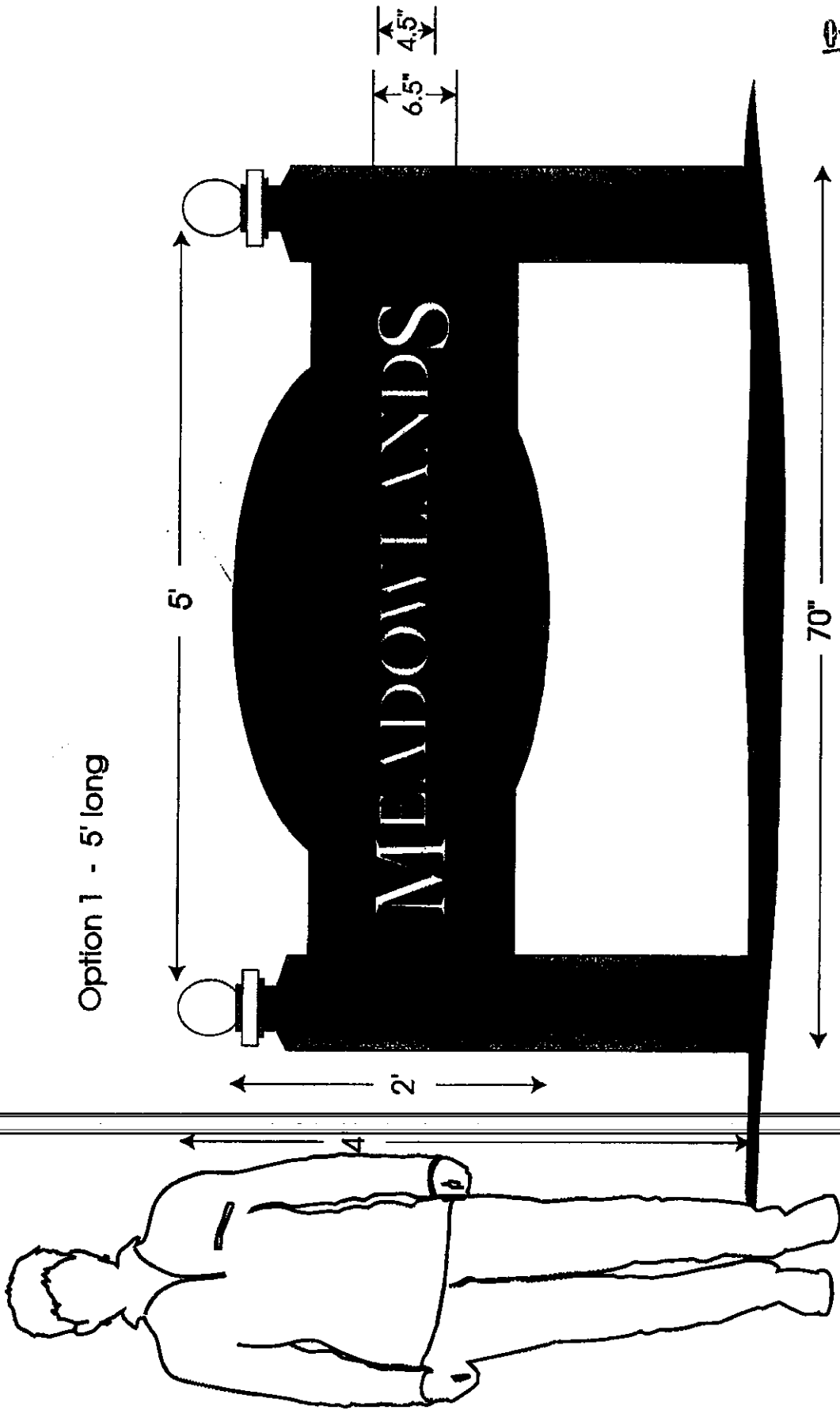
Personally came before me this 29th day of April 2005, the above named Donald A. Esposito, Jr. to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

  
Notary Public, State of Wisconsin  
My Commission expires:



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

000339



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

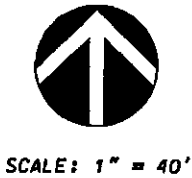
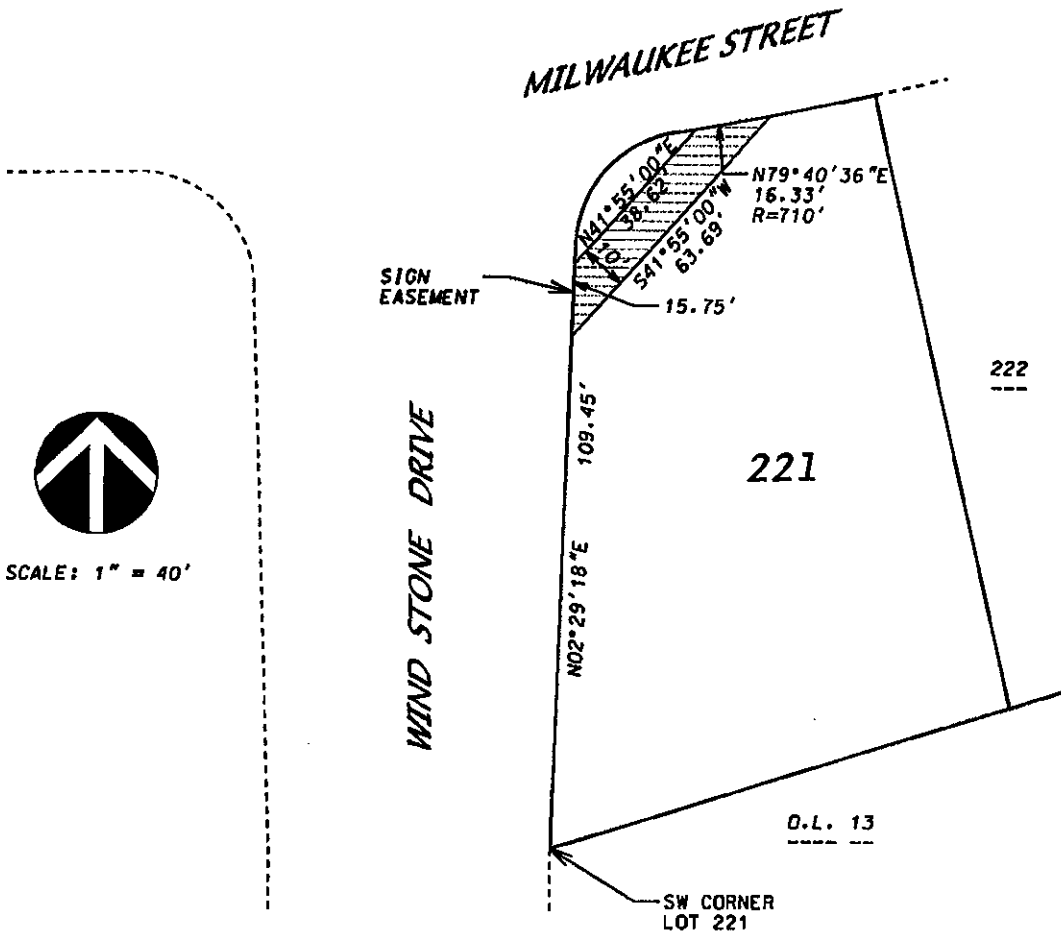
Signed by grantor(s) or grantor(s) agent: Gail M. Foltman Date (use black ink) 4/29/05

Name of grantor(s) or grantor(s) agent printed: (use black ink) GAIL M. FOLTMAN

000340

SIGN EASEMENT DETAIL

001788



LOT 221, THE MEADOWLANDS SIGN EASEMENT

A private sign easement located within Lot 221, The Meadowlands, City of Madison, Dane County, Wisconsin, recorded in Volume 58-053A of Plans, pages 263-267, as Document No. 3945724, Dane County Registry, described as follows: Commencing at the southwest corner of said Lot 221; thence N02°29'18"E, 109.45 feet to the point of beginning; thence continuing N02°29'18"E, 15.75 feet; thence N41°55'00"E, 38.62 feet to a point on a curve; thence northeasterly on a curve to the left which has a radius of 710.00 feet and a chord which bears N79°40'36"E, 16.33 feet; thence S41°55'00"W, 63.69 feet to the point of beginning.

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

Signed by grantor(s) or grantor(s) agent: Gail M. Foltman Date (use black ink) 4/29/05  
 Name of grantor(s) or grantor(s) agent printed: (use black ink) GAIL M. FOLTMAN



DOCUMENT #  
01/10/2007 11:47AM

01/10/2007 11:47AM

Trans. Fee:  
Exempt #:

Rec. Fee: 29.00  
Pages: 10

001032

Document No.

Title Of Document

**THIRD AMENDMENT TO THE MEADOWLANDS  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND DECLARATION  
CITY OF MADISON, DANE COUNTY, WISCONSIN**

Drafted by and return to:

**Gail Foltman  
Veridian Homes  
6801 South Towne Drive  
Madison, WI 53713**

See Exhibit A  
(Parcel Identification Numbers)

**WHEREAS**, The Meadowlands Land, LLC and Great Neighborhoods East, LLC, Wisconsin Limited Liability Companies (collectively, hereinafter referred to as the "Declarant"), caused to be placed of record that certain Declaration of Protective Covenants, Conditions and Restrictions (the "Declaration") on the Plat of The Meadowlands (the 'Plat') which Declarations were recorded on September 10, 2004, with the Dane County Register of Deeds office as Document No 3965762; and

**WHEREAS**, Declarant recorded a First Amendment to the Declaration of Covenants, Conditions and Restrictions on the Plat, which were recorded on January 10, 2006, with the Dane County Register of Deeds office as Document No. 4151353 ("First Amendment"); and

**WHEREAS**, Declarant recorded a Second Amendment to the Declaration of Covenants, Conditions and Restrictions on the Plat, which were recorded on May 16, 2006, with the Dane County Register of Deeds office as Document Number 419210 ("Second Amendment"); and

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

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

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Declaration.

10/29

- 2) Part B, Paragraph B-16, **Notice to Owners**, Subparagraph C). The medians in Milwaukee Street shall be deemed a part of the Common Area. 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. Maintenance of the medians shall include, but not be limited to, regular mowing of grass, watering, pruning and routine fertilizing and mulching of any and all plantings and plant beds, replacement of dead, dying and/or diseased plants and shrubs, prompt removal of weeds, trash and debris from medians so as to keep said landscaping in the median in a healthy, attractive and neat condition.

001033

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

[Signature on next page]

Dated as of the 4<sup>th</sup> day of January, 2007

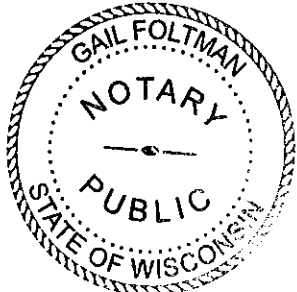
001034

**The Meadowlands Land, LLC**  
By: VH Land, LLC, Its Sole Member

By: [Signature]  
Donald A. Esposito, Jr., Assistant Secretary

STATE OF WISCONSIN )  
  )ss>  
COUNTY OF DANE )

Personally came before me this 4<sup>th</sup> day of January, 2007, Donald A. Esposito, Jr. the Assistant Secretary of VH Land, LLC a Wisconsin limited liability company, which is the Sole Member of The Meadowlands Land, 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.



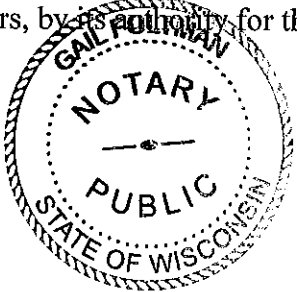
Gail Foltman  
Gail Foltman, Notary Public, State of Wisconsin  
My Commission expires: February 25, 2007

**Great Neighborhoods East, LLC, Its Sole Member**  
By: Great Neighborhoods Inc., Its Sole Member

By: [Signature]  
Donald A. Esposito, Jr., Assistant Secretary

STATE OF WISCONSIN )  
  )ss>  
COUNTY OF DANE )

Personally came before me this 4<sup>th</sup> day of January, 2007, Donald A. Esposito, Jr. the Assistant Secretary of Great Neighborhoods, Inc a Wisconsin Corporation, which is the Sole Member of Great Neighborhoods East, 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.



Gail Foltman  
Gail Foltman, Notary Public, State of Wisconsin  
My Commission expires: February 25, 2007

## EXHIBIT "A"

001035

**THE MEADOWLANDS****OUT OF 0710-013-0901-4, 0801-6, 2901-2, 014-0301-4****PART OF 0710-011-0101-4, 012-0203-6 & 013-0401-4****RESIDENTIAL AREA 103****MADISON & SUN PRAIRIE SCHOOL DISTRICTS***Completed 11/24/04*

<b>LOT NUMBER</b>	<b>PARCEL NUMBER</b>	<b>STREET ADDRESS</b>
1	0710-013-0802-4	201 EAST HILL PKWY 6825 RESTON HEIGHTS DR
2	0710-013-0803-2	207 EAST HILL PKWY
3	0710-013-0804-0	215 EAST HILL PKWY
4	0710-013-0805-8	221 EAST HILL PKWY
5	0710-013-0806-6	227 EAST HILL PKWY
6	0710-013-0807-4	233 EAST HILL PKWY
7	0710-013-0808-2	239 EAST HILL PKWY
8	0710-013-0809-0	245 EAST HILL PKWY 6826 LITTLEMORE DR
9	0710-013-0810-7	250 WIND STONE DR 6832 LITTLEMORE DR
10	0710-013-0811-5	244 WIND STONE DR
11	0710-013-0812-3	238 WIND STONE DR
12	0710-013-0813-1	232 WIND STONE DR
13	0710-013-0814-9	226 WIND STONE DR
14	0710-013-0815-7	220 WIND STONE DR
15	0710-013-0816-5	214 WIND STONE DR
16	0710-013-0817-3	208 WIND STONE DR
17	0710-013-0818-1	202 WIND STONE DR 6831 RESTON HEIGHTS DR
18	0710-013-3101-7	6902 SILVER DAWN DR 227 WIND STONE DR
19	0710-013-3102-5	221 WIND STONE DR
20	0710-013-3103-3	215 WIND STONE DR
21	0710-013-3104-1	207 WIND STONE DR
22	0710-013-3105-9	201 WIND STONE DR 6901 RESTON HEIGHTS DR
23	0710-013-3106-7	6907 RESTON HEIGHTS DR
24	0710-013-3107-5	6915 RESTON HEIGHTS DR
25	0710-013-3108-3	6927 RESTON HEIGHTS DR
26	0710-013-3109-1	6933 RESTON HEIGHTS DR
27	0710-013-3110-8	6939 RESTON HEIGHTS DR
28	0710-013-3111-6	6945 RESTON HEIGHTS DR 202 RED BIRCH RUN
29	0710-013-3112-4	208 RED BIRCH RUN
30	0710-013-3113-2	214 RED BIRCH RUN
31	0710-013-3114-0	220 RED BIRCH RUN
32	0710-013-3115-8	226 RED BIRCH RUN

		6954 SILVER DAWN DR
33	0710-013-3116-6	1 HALF MOON CT 6948 SILVER DAWN DR
34	0710-013-3117-4	7 HALF MOON CT
35	0710-013-3118-2	15 HALF MOON CT
36	0710-013-3119-0	21 HALF MOON CT
37	0710-013-3120-7	26 HALF MOON CT
38	0710-013-3121-5	18 HALF MOON CT
39	0710-013-3122-3	10 HALF MOON CT
40	0710-013-3123-1	2 HALF MOON CT 6908 SILVER DAWN DR
41	0710-013-0902-2	6901 SILVER DAWN DR 239 WIND STONE DR
42	0710-013-0903-0	6907 SILVER DAWN DR
43	0710-013-0904-8	6915 SILVER DAWN DR
44	0710-013-0905-6	6921 SILVER DAWN DR
45	0710-013-0906-4	6927 SILVER DAWN DR
46	0710-013-0907-2	6933 SILVER DAWN DR
47	0710-013-0908-0	6939 SILVER DAWN DR
48	0710-013-0909-8	6945 SILVER DAWN DR
49	0710-014-0401-2	6951 SILVER DAWN DR
50	0710-014-0402-0	6957 SILVER DAWN DR
51	0710-014-0403-8	6963 SILVER DAWN DR
52	0710-014-0404-6	6969 SILVER DAWN DR
53	0710-014-0405-4	6975 SILVER DAWN DR 236 GOLDEN MAPLE RD
54	0710-014-0406-2	6956 LITTLEMORE DR 244 GOLDEN MAPLE RD
55	0710-014-0407-0	6950 LITTLEMORE DR
56	0710-014-0408-8	6944 LITTLEMORE DR
57	0710-014-0409-6	6938 LITTLEMORE DR
58	0710-013-0910-5	6932 LITTLEMORE DR
59	0710-013-0911-3	6926 LITTLEMORE DR
60	0710-013-0912-1	6920 LITTLEMORE DR
61	0710-013-0913-9	6914 LITTLEMORE DR
62	0710-013-0914-7	6908 LITTLEMORE DR
63	0710-013-0915-5	6902 LITTLEMORE DR 245 WIND STONE DR
64	0710-014-0501-0	227 RED BIRCH RUN 6966 SILVER DAWN DR
65	0710-014-0502-8	221 RED BIRCH RUN
66	0710-014-0503-6	215 RED BIRCH RUN
67	0710-014-0504-4	207 RED BIRCH RUN
68	0710-014-0505-2	201 RED BIRCH RUN 6971 RESTON HEIGHTS DR
69	0710-014-0506-0	202 GOLDEN MAPLE RD 6979 RESTON HEIGHTS DR
70	0710-014-0507-8	208 GOLDEN MAPLE RD
71	0710-014-0508-6	214 GOLDEN MAPLE RD

72	0710-014-0509-4	220 GOLDEN MAPLE RD
73	0710-014-0510-1	226 GOLDEN MAPLE RD 6972 SILVER DAWN DR
74	0710-014-0601-8	247 GOLDEN MAPLE RD 7002 LITTLEMORE DR
75	0710-014-0602-6	7008 LITTLEMORE DR
76	0710-014-0603-4	7016 LITTLEMORE DR
77	0710-014-0604-2	7022 LITTLEMORE DR 246 SHADY LEAF RD
78	0710-014-0701-6	238 SHADY LEAF RD
79	0710-014-0702-4	234 SHADY LEAF RD
80	0710-014-0703-2	230 SHADY LEAF RD
81	0710-014-0704-0	226 SHADY LEAF RD
82	0710-014-0705-8	222 SHADY LEAF RD
83	0710-014-0706-6	218 SHADY LEAF RD
84	0710-014-0707-4	214 SHADY LEAF RD
85	0710-014-0708-2	208 SHADY LEAF RD
86	0710-014-0801-4	202 SHADY LEAF RD 7021 RESTON HEIGHTS DR
87	0710-014-0802-2	7015 RESTON HEIGHTS DR
88	0710-014-0803-0	7009 RESTON HEIGHTS DR
89	0710-014-0804-8	7001 RESTON HEIGHTS DR 201 GOLDEN MAPLE RD
90	0710-014-0901-2	209 GOLDEN MAPLE RD
91	0710-014-0902-0	215 GOLDEN MAPLE RD
92	0710-014-0903-8	219 GOLDEN MAPLE RD
93	0710-014-0904-6	223 GOLDEN MAPLE RD
94	0710-014-0905-4	227 GOLDEN MAPLE RD
95	0710-014-0906-2	231 GOLDEN MAPLE RD
96	0710-014-0907-0	235 GOLDEN MAPLE RD
97	0710-014-0908-8	239 GOLDEN MAPLE RD
98	0710-014-1001-9	7036 LITTLEMORE DR 247 SHADY LEAF RD
99	0710-014-1002-7	7042 LITTLEMORE DR
100	0710-014-1003-5	7048 LITTLEMORE DR
101	0710-014-1004-3	7056 LITTLEMORE DR 246 JUNE BERRY DR
102	0710-014-1101-7	238 JUNE BERRY DR
103	0710-014-1102-5	234 JUNE BERRY DR
104	0710-014-1103-3	230 JUNE BERRY DR
105	0710-014-1104-1	226 JUNE BERRY DR
106	0710-014-1105-9	222 JUNE BERRY DR
107	0710-014-1106-7	218 JUNE BERRY DR
108	0710-014-1107-5	214 JUNE BERRY DR
109	0710-014-1108-3	208 JUNE BERRY DR
110	0710-011-0601-4	202 JUNE BERRY DR 7055 RESTON HEIGHTS DR
111	0710-011-0602-2	7049 RESTON HEIGHTS DR
112	0710-011-0603-0	7041 RESTON HEIGHTS DR

113	0710-011-0604-8	7035 RESTON HEIGHTS DR 201 SHADY LEAF RD
114	0710-014-1201-5	209 SHADY LEAF RD
115	0710-014-1202-3	215 SHADY LEAF RD
116	0710-014-1203-1	219 SHADY LEAF RD
117	0710-014-1204-9	223 SHADY LEAF RD
118	0710-014-1205-7	227 SHADY LEAF RD
119	0710-014-1206-5	231 SHADY LEAF RD
120	0710-014-1207-3	235 SHADY LEAF RD
121	0710-014-1208-1	239 SHADY LEAF RD
122	0710-014-1301-3	7062 LITTLEMORE DR 247 JUNE BERRY DR
123	0710-014-1302-1	7068 LITTLEMORE DR
124	0710-014-1303-9	7076 LITTLEMORE DR
125	0710-014-1304-7	7082 LITTLEMORE DR 246 BREEZY GRASS WAY
126	0710-014-1401-1	238 BREEZY GRASS WAY
127	0710-014-1402-9	234 BREEZY GRASS WAY
128	0710-014-1403-7	230 BREEZY GRASS WAY
129	0710-014-1404-5	226 BREEZY GRASS WAY
130	0710-014-1405-3	222 BREEZY GRASS WAY
131	0710-014-1406-1	218 BREEZY GRASS WAY
132	0710-014-1407-9	214 BREEZY GRASS WAY
133	0710-014-1408-7	208 BREEZY GRASS WAY
134	0710-011-0501-6	202 BREEZY GRASS WAY 7079 RESTON HEIGHTS DR
135	0710-011-0502-4	7073 RESTON HEIGHTS DR
136	0710-011-0503-2	7067 RESTON HEIGHTS DR
137	0710-011-0504-0	7061 RESTON HEIGHTS DR 201 JUNE BERRY DR
138	0710-014-1501-9	209 JUNE BERRY DR
139	0710-014-1502-7	215 JUNE BERRY DR
140	0710-014-1503-5	219 JUNE BERRY DR
141	0710-014-1504-3	223 JUNE BERRY DR
142	0710-014-1505-1	227 JUNE BERRY DR
143	0710-014-1506-9	231 JUNE BERRY DR
144	0710-014-1507-7	235 JUNE BERRY DR
145	0710-014-1508-5	239 JUNE BERRY DR
146	0710-011-0201-2	7157 LITTLEMORE DR
147	0710-011-0202-0	7163 LITTLEMORE DR
148	0710-011-0203-8	7169 LITTLEMORE DR
149	0710-011-0204-6	7175 LITTLEMORE DR
150	0710-011-0205-4	7181 LITTLEMORE DR
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153	0710-011-0208-8	7126 RESTON HEIGHTS DR
154	0710-011-0209-6	7120 RESTON HEIGHTS DR
155	0710-011-0210-3	7114 RESTON HEIGHTS DR
156	0710-011-0211-1	7108 RESTON HEIGHTS DR

157	0710-011-0212-9	7102 RESTON HEIGHTS DR
158	0710-011-0301-0	7151 FIELD FLOWER WAY 7176 LITTLEMORE DR
159	0710-011-0302-8	7170 LITTLEMORE DR
160	0710-011-0303-6	7156 LITTLEMORE DR
161	0710-011-0304-4	7150 LITTLEMORE DR
162	0710-014-1601-7	7144 LITTLEMORE DR
163	0710-014-1602-5	7138 LITTLEMORE DR
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165	0710-014-1604-1	7126 LITTLEMORE DR
166	0710-014-1605-9	7120 LITTLEMORE DR
167	0710-014-1606-7	7114 LITTLEMORE DR
168	0710-014-1607-5	7108 LITTLEMORE DR
169	0710-014-1608-3	7102 LITTLEMORE DR 247 BREEZY GRASS WAY
170	0710-014-1609-1	7101 FIELD FLOWER WAY 235 BREEZY GRASS WAY
171	0710-014-1610-8	7107 FIELD FLOWER WAY
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173	0710-014-1612-4	7121 FIELD FLOWER WAY
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179	0710-011-0402-6	219 BREEZY GRASS WAY
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181	0710-011-0404-2	209 BREEZY GRASS WAY
182	0710-011-0405-0	201 BREEZY GRASS WAY 7101 RESTON HEIGHTS DR
183	0710-011-0406-8	7105 RESTON HEIGHTS DR
184	0710-011-0407-6	7109 RESTON HEIGHTS DR
185	0710-011-0408-4	7115 RESTON HEIGHTS DR
186	0710-011-0409-2	7119 RESTON HEIGHTS DR
187	0710-011-0410-9	7127 RESTON HEIGHTS DR 7150 FIELD FLOWER WAY
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190	0710-011-0413-3	7126 FIELD FLOWER WAY
191	0710-011-0414-1	7120 FIELD FLOWER WAY
192	0710-011-0415-9	7108 FIELD FLOWER WAY
193	0710-011-0701-2	122 JUNE BERRY DR 7048 RESTON HEIGHTS DR
194	0710-011-0702-0	116 JUNE BERRY DR
195	0710-011-0703-8	108 JUNE BERRY DR
196	0710-011-0704-6	102 JUNE BERRY DR 7035 MILWAUKEE ST
197	0710-011-0705-4	7027 MILWAUKEE ST



198	0710-011-0706-2	7021 MILWAUKEE ST
199	0710-011-0707-0	7015 MILWAUKEE ST
200	0710-011-0708-8	7009 MILWAUKEE ST
201	0710-011-0709-6	7001 MILWAUKEE ST 101 GOLDEN MAPLE RD
202	0710-011-0801-0	7002 RESTON HEIGHTS DR 125 GOLDEN MAPLE RD
203	0710-011-0802-8	7008 RESTON HEIGHTS DR
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209	0710-013-3202-3	6976 RESTON HEIGHTS DR
210	0710-013-3203-1	6970 RESTON HEIGHTS DR
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212	0710-013-3205-7	6958 RESTON HEIGHTS DR
213	0710-013-3206-5	6952 RESTON HEIGHTS DR
214	0710-013-3207-3	6946 RESTON HEIGHTS DR
215	0710-013-3208-1	6940 RESTON HEIGHTS DR
216	0710-013-3209-9	6934 RESTON HEIGHTS DR
217	0710-013-3210-6	6928 RESTON HEIGHTS DR
218	0710-013-3211-4	6916 RESTON HEIGHTS DR
219	0710-013-3212-2	6908 RESTON HEIGHTS DR
220	0710-013-3213-0	6902 RESTON HEIGHTS DR 125 WIND STONE DR
221	0710-012-0301-8	6901 MILWAUKEE ST 101 WIND STONE DR
222	0710-012-0302-6	6907 MILWAUKEE ST
223	0710-012-0303-4	6915 MILWAUKEE ST
224	0710-012-0304-2	6927 MILWAUKEE ST
225	0710-012-0305-0	6933 MILWAUKEE ST
226	0710-012-0306-8	6939 MILWAUKEE ST
227	0710-012-0307-6	6945 MILWAUKEE ST
228	0710-012-0308-4	6951 MILWAUKEE ST
229	0710-012-0309-2	6957 MILWAUKEE ST 102 GOLDEN MAPLE RD
230	0710-013-0402-2	102 WIND STONE DR 6826 RESTON HEIGHTS DR 6827 MILWAUKEE ST
231	0710-013-0403-0	6809 MILWAUKEE ST
O.L. 4	0710-014-0302-2	7001 LITTLEMORE DR
O.L. 5	0710-014-0303-0	7035 LITTLEMORE DR
O.L. 6	0710-014-0304-8	7101 LITTLEMORE DR
O.L. 7	0710-014-0305-6	7145 LITTLEMORE DR
O.L. 8	0710-014-0306-4	7149 LITTLEMORE DR
O.L. 9	0710-011-0215-3	7153 LITTLEMORE DR
O.L. 10	0710-011-0214-5	7151 LITTLEMORE DR

O.L. 11	0710-011-0213-7	7074 RESTON HEIGHTS DR 101 JUNE BERRY DR
O. L. 14	0710-013-2902-0	6932 SILVER DAWN DR
REM LAND	0710-012-0203-6	6852 RESTON HEIGHTS DR
REM LAND	0710-011-0101-4	6972 LITTLEMORE DR

*\* PARCELS 0710-013-0801-6, 0901-4, 2901-2 & 014-0301-4 ARE OBSOLETE*

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
4152101

05/16/2006 03:08PM

Trans. Fee:  
Exempt #:

Rec. Fee: 29.00  
Pages: 10

001540

Document No.

Title Of Document

**SECOND AMENDMENT TO THE MEADOWLANDS  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND DECLARATION  
CITY OF MADISON, DANE COUNTY, WISCONSIN**

Drafted by and return to:

**Gail Foltman  
Veridian Homes  
6801 South Towne Drive  
Madison, WI 53713**

See Exhibit B  
(Parcel Identification Numbers)

**WHEREAS**, The Meadowlands Land, LLC and Great Neighborhoods East, LLC, Wisconsin Limited Liability Companies (collectively, hereinafter referred to as the "Declarant"), caused to be placed of record certain Declaration of Protective Covenants and Restrictions (the "Declaration") on the Plat of the Meadowlands (the "Plat") which Declarations were recorded on September 10, 2004, with the Dane County Register of Deeds office as Document No 3965762; and

**WHEREAS**, Declarant recorded a First Amendment to the Declaration of Conditions of Protective Covenants and Restrictions on the Plat, which were recorded on January 10, 2006, with the Dane County Register of Deeds office as Document No. 4151353 ("First Amendment"); and

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

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

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Declaration.
- 2) Part D, Design Guidelines, Section D-1) Single Family Dwelling Units, Paragraph C, Garage, Subparagraph 5): There shall be a minimum of a two (2) car, 20' x 20' garage per dwelling. Tandem garage shall be a minimum of 12' x 36'.

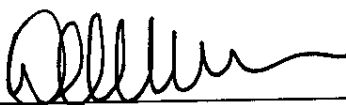
- 3) Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.

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

Dated as of the 12<sup>th</sup> day of May, 2006

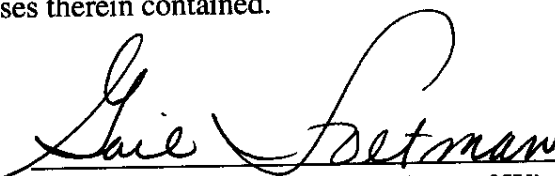
001541

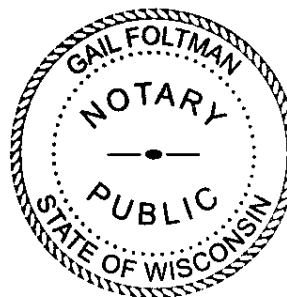
**The Meadowlands Land, LLC**  
By: VH Land, LLC, Its Sole Member

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

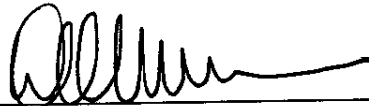
STATE OF WISCONSIN )  
                                  )ss>  
COUNTY OF DANE        )

Personally came before me this 12<sup>th</sup> day of May, 2006, Donald A. Esposito, Jr. the Assistant Secretary of VH Land, LLC a Wisconsin limited liability company, which is the Sole Member of The Meadowlands Land, 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.

  
Gail Foltman, Notary Public, State of Wisconsin  
My Commission expires: February 25, 2007

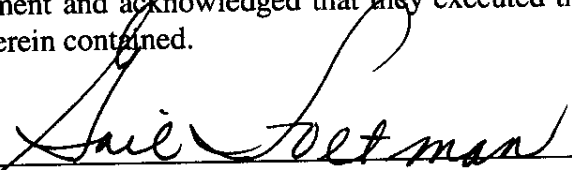


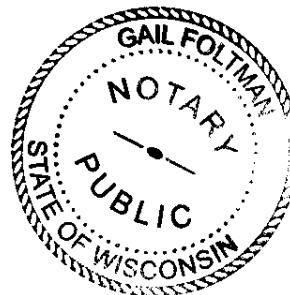
**Great Neighborhoods East, LLC, Its Sole Member**  
By: Great Neighborhoods Inc., Its Sole Member

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

STATE OF WISCONSIN )  
  )ss>  
COUNTY OF DANE        )

Personally came before me this 12<sup>th</sup> day of May, 2006, Donald A. Esposito, Jr. the Assistant Secretary of Great Neighborhoods, Inc a Wisconsin Corporation, which is the Sole Member of Great Neighborhoods East, 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.

  
Gail Foltman, Notary Public, State of Wisconsin  
My Commission expires: February 25, 2007



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

# EXHIBIT "B"

2004

001543

## THE MEADOWLANDS

OUT OF 0710-013-0901-4, 0801-6, 2901-2, 014-0301-4

PART OF 0710-011-0101-4, 012-0203-6 & 013-0401-4

RESIDENTIAL AREA 103

MADISON & SUN PRAIRIE SCHOOL DISTRICTS

Completed 11/24/04

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
1	0710-013-0802-4	201 EAST HILL PKWY 6825 RESTON HEIGHTS DR
2	0710-013-0803-2	207 EAST HILL PKWY
3	0710-013-0804-0	215 EAST HILL PKWY
4	0710-013-0805-8	221 EAST HILL PKWY
5	0710-013-0806-6	227 EAST HILL PKWY
6	0710-013-0807-4	233 EAST HILL PKWY
7	0710-013-0808-2	239 EAST HILL PKWY
8	0710-013-0809-0	245 EAST HILL PKWY 6826 LITTLEMORE DR
9	0710-013-0810-7	250 WIND STONE DR 6832 LITTLEMORE DR
10	0710-013-0811-5	244 WIND STONE DR
11	0710-013-0812-3	238 WIND STONE DR
12	0710-013-0813-1	232 WIND STONE DR
13	0710-013-0814-9	226 WIND STONE DR
14	0710-013-0815-7	220 WIND STONE DR
15	0710-013-0816-5	214 WIND STONE DR
16	0710-013-0817-3	208 WIND STONE DR
17	0710-013-0818-1	202 WIND STONE DR 6831 RESTON HEIGHTS DR
18	0710-013-3101-7	6902 SILVER DAWN DR 227 WIND STONE DR
19	0710-013-3102-5	221 WIND STONE DR
20	0710-013-3103-3	215 WIND STONE DR
21	0710-013-3104-1	207 WIND STONE DR
22	0710-013-3105-9	201 WIND STONE DR 6901 RESTON HEIGHTS DR
23	0710-013-3106-7	6907 RESTON HEIGHTS DR
24	0710-013-3107-5	6915 RESTON HEIGHTS DR
25	0710-013-3108-3	6927 RESTON HEIGHTS DR
26	0710-013-3109-1	6933 RESTON HEIGHTS DR
27	0710-013-3110-8	6939 RESTON HEIGHTS DR
28	0710-013-3111-6	6945 RESTON HEIGHTS DR 202 RED BIRCH RUN
29	0710-013-3112-4	208 RED BIRCH RUN
30	0710-013-3113-2	214 RED BIRCH RUN
31	0710-013-3114-0	220 RED BIRCH RUN
32	0710-013-3115-8	226 RED BIRCH RUN

		6954 SILVER DAWN DR
33	0710-013-3116-6	1 HALF MOON CT 6948 SILVER DAWN DR
34	0710-013-3117-4	7 HALF MOON CT
35	0710-013-3118-2	15 HALF MOON CT
36	0710-013-3119-0	21 HALF MOON CT
37	0710-013-3120-7	26 HALF MOON CT
38	0710-013-3121-5	18 HALF MOON CT
39	0710-013-3122-3	10 HALF MOON CT
40	0710-013-3123-1	2 HALF MOON CT 6908 SILVER DAWN DR
41	0710-013-0902-2	6901 SILVER DAWN DR 239 WIND STONE DR
42	0710-013-0903-0	6907 SILVER DAWN DR
43	0710-013-0904-8	6915 SILVER DAWN DR
44	0710-013-0905-6	6921 SILVER DAWN DR
45	0710-013-0906-4	6927 SILVER DAWN DR
46	0710-013-0907-2	6933 SILVER DAWN DR
47	0710-013-0908-0	6939 SILVER DAWN DR
48	0710-013-0909-8	6945 SILVER DAWN DR
49	0710-014-0401-2	6951 SILVER DAWN DR
50	0710-014-0402-0	6957 SILVER DAWN DR
51	0710-014-0403-8	6963 SILVER DAWN DR
52	0710-014-0404-6	6969 SILVER DAWN DR
53	0710-014-0405-4	6975 SILVER DAWN DR 236 GOLDEN MAPLE RD
54	0710-014-0406-2	6956 LITTLEMORE DR 244 GOLDEN MAPLE RD
55	0710-014-0407-0	6950 LITTLEMORE DR
56	0710-014-0408-8	6944 LITTLEMORE DR
57	0710-014-0409-6	6938 LITTLEMORE DR
58	0710-013-0910-5	6932 LITTLEMORE DR
59	0710-013-0911-3	6926 LITTLEMORE DR
60	0710-013-0912-1	6920 LITTLEMORE DR
61	0710-013-0913-9	6914 LITTLEMORE DR
62	0710-013-0914-7	6908 LITTLEMORE DR
63	0710-013-0915-5	6902 LITTLEMORE DR 245 WIND STONE DR
64	0710-014-0501-0	227 RED BIRCH RUN 6966 SILVER DAWN DR
65	0710-014-0502-8	221 RED BIRCH RUN
66	0710-014-0503-6	215 RED BIRCH RUN
67	0710-014-0504-4	207 RED BIRCH RUN
68	0710-014-0505-2	201 RED BIRCH RUN 6971 RESTON HEIGHTS DR
69	0710-014-0506-0	202 GOLDEN MAPLE RD 6979 RESTON HEIGHTS DR
70	0710-014-0507-8	208 GOLDEN MAPLE RD
71	0710-014-0508-6	214 GOLDEN MAPLE RD

72	0710-014-0509-4	220 GOLDEN MAPLE RD
73	0710-014-0510-1	226 GOLDEN MAPLE RD 6972 SILVER DAWN DR
74	0710-014-0601-8	247 GOLDEN MAPLE RD 7002 LITTLEMORE DR
75	0710-014-0602-6	7008 LITTLEMORE DR
76	0710-014-0603-4	7016 LITTLEMORE DR
77	0710-014-0604-2	7022 LITTLEMORE DR 246 SHADY LEAF RD
78	0710-014-0701-6	238 SHADY LEAF RD
79	0710-014-0702-4	234 SHADY LEAF RD
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81	0710-014-0704-0	226 SHADY LEAF RD
82	0710-014-0705-8	222 SHADY LEAF RD
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84	0710-014-0707-4	214 SHADY LEAF RD
85	0710-014-0708-2	208 SHADY LEAF RD
86	0710-014-0801-4	202 SHADY LEAF RD 7021 RESTON HEIGHTS DR
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88	0710-014-0803-0	7009 RESTON HEIGHTS DR
89	0710-014-0804-8	7001 RESTON HEIGHTS DR 201 GOLDEN MAPLE RD
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91	0710-014-0902-0	215 GOLDEN MAPLE RD
92	0710-014-0903-8	219 GOLDEN MAPLE RD
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97	0710-014-0908-8	239 GOLDEN MAPLE RD
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99	0710-014-1002-7	7042 LITTLEMORE DR
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111	0710-011-0602-2	7049 RESTON HEIGHTS DR
112	0710-011-0603-0	7041 RESTON HEIGHTS DR



113	0710-011-0604-8	7035 RESTON HEIGHTS DR 201 SHADY LEAF RD
114	0710-014-1201-5	209 SHADY LEAF RD
115	0710-014-1202-3	215 SHADY LEAF RD
116	0710-014-1203-1	219 SHADY LEAF RD
117	0710-014-1204-9	223 SHADY LEAF RD
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120	0710-014-1207-3	235 SHADY LEAF RD
121	0710-014-1208-1	239 SHADY LEAF RD
122	0710-014-1301-3	7062 LITTLEMORE DR 247 JUNE BERRY DR
123	0710-014-1302-1	7068 LITTLEMORE DR
124	0710-014-1303-9	7076 LITTLEMORE DR
125	0710-014-1304-7	7082 LITTLEMORE DR 246 BREEZY GRASS WAY
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134	0710-011-0501-6	202 BREEZY GRASS WAY 7079 RESTON HEIGHTS DR
135	0710-011-0502-4	7073 RESTON HEIGHTS DR
136	0710-011-0503-2	7067 RESTON HEIGHTS DR
137	0710-011-0504-0	7061 RESTON HEIGHTS DR 201 JUNE BERRY DR
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139	0710-014-1502-7	215 JUNE BERRY DR
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141	0710-014-1504-3	223 JUNE BERRY DR
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145	0710-014-1508-5	239 JUNE BERRY DR
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154	0710-011-0209-6	7120 RESTON HEIGHTS DR
155	0710-011-0210-3	7114 RESTON HEIGHTS DR
156	0710-011-0211-1	7108 RESTON HEIGHTS DR

157	0710-011-0212-9	7102 RESTON HEIGHTS DR
158	0710-011-0301-0	7151 FIELD FLOWER WAY 7176 LITTLEMORE DR
159	0710-011-0302-8	7170 LITTLEMORE DR
160	0710-011-0303-6	7156 LITTLEMORE DR
161	0710-011-0304-4	7150 LITTLEMORE DR
162	0710-014-1601-7	7144 LITTLEMORE DR
163	0710-014-1602-5	7138 LITTLEMORE DR
164	0710-014-1603-3	7132 LITTLEMORE DR
165	0710-014-1604-1	7126 LITTLEMORE DR
166	0710-014-1605-9	7120 LITTLEMORE DR
167	0710-014-1606-7	7114 LITTLEMORE DR
168	0710-014-1607-5	7108 LITTLEMORE DR
169	0710-014-1608-3	7102 LITTLEMORE DR 247 BREEZY GRASS WAY
170	0710-014-1609-1	7101 FIELD FLOWER WAY 235 BREEZY GRASS WAY
171	0710-014-1610-8	7107 FIELD FLOWER WAY
172	0710-014-1611-6	7115 FIELD FLOWER WAY
173	0710-014-1612-4	7121 FIELD FLOWER WAY
174	0710-014-1613-2	7127 FIELD FLOWER WAY
175	0710-014-1614-0	7133 FIELD FLOWER WAY
176	0710-011-0305-2	7139 FIELD FLOWER WAY
177	0710-011-0306-0	7145 FIELD FLOWER WAY
178	0710-011-0401-8	223 BREEZY GRASS WAY 7102 FIELD FLOWER WAY
179	0710-011-0402-6	219 BREEZY GRASS WAY
180	0710-011-0403-4	215 BREEZY GRASS WAY
181	0710-011-0404-2	209 BREEZY GRASS WAY
182	0710-011-0405-0	201 BREEZY GRASS WAY 7101 RESTON HEIGHTS DR
183	0710-011-0406-8	7105 RESTON HEIGHTS DR
184	0710-011-0407-6	7109 RESTON HEIGHTS DR
185	0710-011-0408-4	7115 RESTON HEIGHTS DR
186	0710-011-0409-2	7119 RESTON HEIGHTS DR
187	0710-011-0410-9	7127 RESTON HEIGHTS DR 7150 FIELD FLOWER WAY
188	0710-011-0411-7	7144 FIELD FLOWER WAY
189	0710-011-0412-5	7138 FIELD FLOWER WAY
190	0710-011-0413-3	7126 FIELD FLOWER WAY
191	0710-011-0414-1	7120 FIELD FLOWER WAY
192	0710-011-0415-9	7108 FIELD FLOWER WAY
193	0710-011-0701-2	122 JUNE BERRY DR 7048 RESTON HEIGHTS DR
194	0710-011-0702-0	116 JUNE BERRY DR
195	0710-011-0703-8	108 JUNE BERRY DR
196	0710-011-0704-6	102 JUNE BERRY DR 7035 MILWAUKEE ST
197	0710-011-0705-4	7027 MILWAUKEE ST

198	0710-011-0706-2	7021 MILWAUKEE ST
199	0710-011-0707-0	7015 MILWAUKEE ST
200	0710-011-0708-8	7009 MILWAUKEE ST
201	0710-011-0709-6	7001 MILWAUKEE ST 101 GOLDEN MAPLE RD
202	0710-011-0801-0	7002 RESTON HEIGHTS DR 125 GOLDEN MAPLE RD
203	0710-011-0802-8	7008 RESTON HEIGHTS DR
204	0710-011-0803-6	7016 RESTON HEIGHTS DR
205	0710-011-0804-4	7022 RESTON HEIGHTS DR
206	0710-011-0805-2	7028 RESTON HEIGHTS DR
207	0710-011-0806-0	7036 RESTON HEIGHTS DR
208	0710-013-3201-5	6982 RESTON HEIGHTS DR 124 GOLDEN MAPLE RD
209	0710-013-3202-3	6976 RESTON HEIGHTS DR
210	0710-013-3203-1	6970 RESTON HEIGHTS DR
211	0710-013-3204-9	6964 RESTON HEIGHTS DR
212	0710-013-3205-7	6958 RESTON HEIGHTS DR
213	0710-013-3206-5	6952 RESTON HEIGHTS DR
214	0710-013-3207-3	6946 RESTON HEIGHTS DR
215	0710-013-3208-1	6940 RESTON HEIGHTS DR
216	0710-013-3209-9	6934 RESTON HEIGHTS DR
217	0710-013-3210-6	6928 RESTON HEIGHTS DR
218	0710-013-3211-4	6916 RESTON HEIGHTS DR
219	0710-013-3212-2	6908 RESTON HEIGHTS DR
220	0710-013-3213-0	6902 RESTON HEIGHTS DR 125 WIND STONE DR
221	0710-012-0301-8	6901 MILWAUKEE ST 101 WIND STONE DR
222	0710-012-0302-6	6907 MILWAUKEE ST
223	0710-012-0303-4	6915 MILWAUKEE ST
224	0710-012-0304-2	6927 MILWAUKEE ST
225	0710-012-0305-0	6933 MILWAUKEE ST
226	0710-012-0306-8	6939 MILWAUKEE ST
227	0710-012-0307-6	6945 MILWAUKEE ST
228	0710-012-0308-4	6951 MILWAUKEE ST
229	0710-012-0309-2	6957 MILWAUKEE ST 102 GOLDEN MAPLE RD
230	0710-013-0402-2	102 WIND STONE DR 6826 RESTON HEIGHTS DR 6827 MILWAUKEE ST
231	0710-013-0403-0	6809 MILWAUKEE ST
O.L. 4	0710-014-0302-2	7001 LITTLEMORE DR
O.L. 5	0710-014-0303-0	7035 LITTLEMORE DR
O.L. 6	0710-014-0304-8	7101 LITTLEMORE DR
O.L. 7	0710-014-0305-6	7145 LITTLEMORE DR
O.L. 8	0710-014-0306-4	7149 LITTLEMORE DR
O.L. 9	0710-011-0215-3	7153 LITTLEMORE DR
O.L. 10	0710-011-0214-5	7151 LITTLEMORE DR

O.L. 11	0710-011-0213-7	7074 RESTON HEIGHTS DR 101 JUNE BERRY DR
O. L. 14	0710-013-2902-0	6932 SILVER DAWN DR
REM LAND	0710-012-0203-6	6852 RESTON HEIGHTS DR
REM LAND	0710-011-0101-4	6972 LITTLEMORE DR

\* PARCELS 0710-013-0801-6, 0901-4, 2901-2 & 014-0301-4 ARE OBSOLETE

0710-014

2005

**1<sup>ST</sup> ADDITION TO THE MEADOWLANDS**

OUT OF 0710-014-0205-8, 0302-2 & 0303-0

RESIDENTIAL AREA 103

MADISON SCHOOL DISTRICT

COMPLETED 11/8/05

LOT #	PARCEL NUMBER	STREET ADDRESS	PRORATED LAND ASSESSMENT
232	0710-014-0217-3	1 LITTLEMORE CT 6947 LITTLEMORE DR	10,100
233	0710-014-0218-1	9 LITTLEMORE CT	11,500
234	0710-014-0219-9	17 LITTLEMORE CT	10,100
235	0710-014-0220-6	18 LITTLEMORE CT	11,300
236	0710-014-0221-4	10 LITTLEMORE CT	6,500
237	0710-014-0222-2	2 LITTLEMORE CT 6961 LITTLEMORE DR	6,100
O.L. 14	0710-014-0303-0	7035 LITTLEMORE DR	EXEMPT

\*PARCELS 0710-014-0205-8 & 0302-2 ARE OBSOLETE

Document No.

Title Of Document

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
4151353

01/10/2006 09:43AM

Trans. Fee:  
Exempt #:

Rec. Fee: 27.00  
Pages: 9

000437

**FIRST AMENDMENT TO THE MEADOWLANDS  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND DECLARATION  
CITY OF MADISON, DANE COUNTY, WISCONSIN**

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

See Exhibit B  
(Parcel Identification Numbers)

**WHEREAS**, The Meadowlands Land, LLC and Great Neighborhoods East, LLC, Wisconsin Limited Liability Companies (collectively, hereinafter referred to as the "Declarant"), caused to be placed of record a Declaration of Covenants and Declaration, which was recorded on September 10, 2004, in the office of the Dane County Register of Deeds as Document No. 3965762 (the "**Declaration**"); and

**WHEREAS**, the Declaration affected the lots located in that certain plat known as The Meadowlands (the "**Plat**"); and

**WHEREAS**, Declarant is the owner of real property legally described as Lots 232, 233, 234, 235, 236 and 237, First Addition to The Meadowlands (the "**First Addition**") located in the City of Madison, Dane County, Wisconsin, more particularly depicted in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, Declarant desires to subject the First Addition to the Declaration for the benefit of said property and each owner thereof; and

**WHEREAS**, Declarant is, as of the date hereof, the fee simple owner of more than one lot in the Plat and is desirous of amending certain provisions of the Declaration as they pertain to the Plat as well as the First Addition; and

**NOW, THEREFORE**, Declarant does hereby, for itself, its successors and assigns does hereby declare that Lots 232-237 of the First Addition shall be and hereby is made subject to the terms, covenants and conditions of the Declaration as amended herein.

9/27

1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Declaration. 000438

2) Exhibit "C" and Exhibit "D" of the Declaration shall be deleted in their entirety and replaced with Exhibit "C" and Exhibit "D", attached hereto and incorporated herein by reference

3) B-7), Easements, paragraph B, the first sentence shall be amended to read; "Lots 27-35, 49, 50, 56, 57, 214, 215, 223, 224, 230, 231, and Lots 232, and 233 of the First Addition to the Meadowlands, are subject to a 75' right-of-way agreement with the Michigan Wisconsin Pipeline Company.

4) B-7) Easements, G), Lots 232, 233, 234 and 235 are subject to a twenty-five foot (25') permanent public sanitary sewer Easement as noted on the Plat of the First Addition to the Meadowlands. No structures of any kind shall be allowed within the Easement.

5) B-7), Easements, H), Lots 233, 234 and 235 of the First Addition to the Meadowlands, are subject to a Pedestrian Trail Easement. The pedestrian trail shall be for public pedestrian use and will be maintained by the Association

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

Dated as of the 9th day of January, 2006

000439

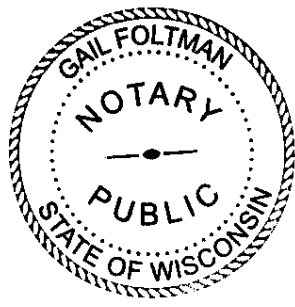
**The Meadowlands Land, LLC**  
By: VH Land, LLC, Its Sole Member

By: [Signature]  
Donald A. Esposito, Jr., Assistant Secretary

STATE OF WISCONSIN )  
                                  )ss>  
COUNTY OF DANE        )

Personally came before me this 9th day of January, 2006, the above named Donald A. Esposito, Jr. to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

[Signature]  
Gail Foltman, Notary Public, State of Wisconsin  
My Commission expires: February 25, 2007



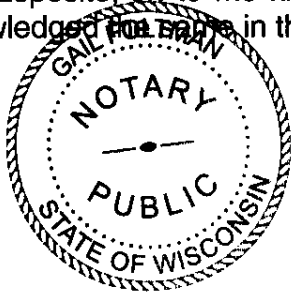
Great Neighborhoods East, LLC, Its Sole Member  
By: Great Neighborhoods Inc., Its Sole Member

By: [Signature]  
Donald A. Esposito, Jr., Assistant Secretary

000440

STATE OF WISCONSIN )  
                                  )ss>  
COUNTY OF DANE     )

Personally came before me this 9th day of January, 2006, the above named Donald A. Esposito, Jr. to me known to be the person who executed the foregoing instrument and acknowledged ~~for sale~~ in the capacity and for the purposes therein intended.



[Signature]  
Gail Foltman, Notary Public, State of Wisconsin  
My Commission expires: February 25, 2007

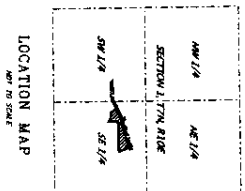
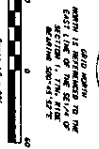
**THIS DOCUMENT DRAFTED BY:**  
**Gail Foltman**  
**Veridian Homes**  
**6801 South Towne Drive**  
**Madison, WI 53713**



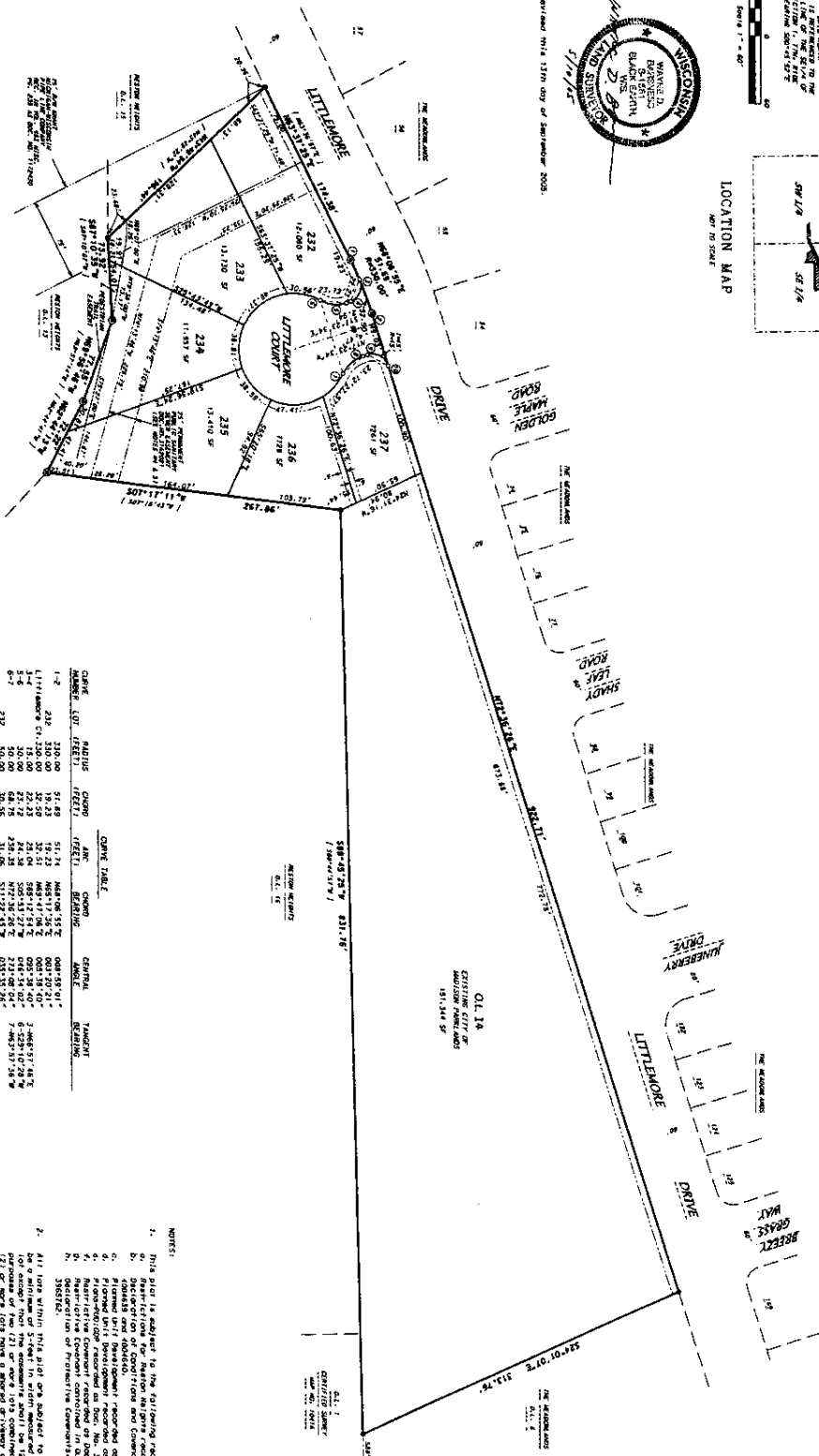
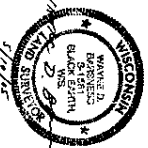
4118815

FIRST ADDITION TO THE MEADOWLANDS  
OUTLOT 4 and OUTLOT 5 THE MEADOWLANDS, LOT 197 RESTON HEIGHTS  
AND VACATED LITTLEMORE DRIVE, VACATED BY CITY OF MADISON COMMON  
COUNCIL RESOLUTION RES-05-00134 AND RECORDED AS DOCUMENT NO. 4028984,  
LOCATED IN THE NE 1/4 AND NW 1/4 OF THE SE 1/4 OF SECTION 1,  
17N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

There are no objections to this plat with respect to  
s. 236.15, 236.16, 236.30 and 236.21 (1) and (2), Wis.  
Stats. as provided by s. 236.12, Wis. Stats.  
Certified SEPTEMBER 23 2005  
Dane County Register  
Department of Administration



000441



CARE NUMBER	LOT (FEET)	MAJUS (FEET)	CHRG (FEET)	DRIVE TABLE		CENTRAL ANGLE	TANGENT
				ARC (FEET)	CHORD (FEET)		
1-2	227	120.00	51.89	51.74	148.08.55.2	608.150.91.1	2.465.91.14.2
1-3	228	120.00	19.23	19.23	88.51.78.2	608.150.91.1	2.465.91.14.2
1-4	229	120.00	22.43	22.43	88.51.78.2	608.150.91.1	2.465.91.14.2
1-5	230	120.00	68.75	68.75	231.28	608.150.91.1	2.465.91.14.2
1-6	231	120.00	20.55	20.55	511.12.41.2	608.150.91.1	2.465.91.14.2
1-7	232	120.00	51.05	51.05	511.12.41.2	608.150.91.1	2.465.91.14.2
1-8	233	120.00	38.81	38.81	88.51.78.2	608.150.91.1	2.465.91.14.2
1-9	234	120.00	38.81	38.81	88.51.78.2	608.150.91.1	2.465.91.14.2
1-10	235	120.00	27.91	27.91	141.7.12.2	608.150.91.1	2.465.91.14.2
1-11	236	120.00	27.91	27.91	141.7.12.2	608.150.91.1	2.465.91.14.2
1-12	237	120.00	21.72	21.72	141.7.12.2	608.150.91.1	2.465.91.14.2
1-13	238	120.00	21.72	21.72	141.7.12.2	608.150.91.1	2.465.91.14.2

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

Signed by grantor(s) or grantor(s) agent: Gail Foltman Date (use black ink) 1-5-06  
Name of grantor(s) or grantor(s) agent printed: (use black ink) GAIL FOLTMAN



**EXHIBIT "B"**

**000443**

**PINs**

Lot 232:	0710-014-0217-3
Lot 233:	0710-014-0218-1
Lot 234:	0710-014-0219-9
Lot 235:	0710-014-0220-6
Lot 236:	0710-014-0221-4
Lot 237:	0710-014-0222-2

**EXHIBIT "C"**

**000444**

**Total Minimum Points for Landscaping**

<u>Lot(s)</u>	<b>Minimum Points for Foundation Plantings</b>	<b>Total Minimum Points for Landscaping</b>
1-53, 64-192, 202-220	300	425
54-63, 193-201, 221-229, 232-237	350	500

# EXHIBIT "D"

## Landscaping Elements

000445

<u>Elements</u>	<u>Point Schedule</u>
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.**

DOCUMENT #  
3965762

09/10/2004 10:44:08AM

Trans. Fee:  
Exempt #:

Rec. Fee: 77.00  
Pages: 34

000088

Document No.

Title Of Document

# PLAT OF THE MEADOWLANDS

## DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

### Part A

### PREAMBLE AND ASSOCIATION MATTERS

Drafted by and return to:

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

See Exhibit B  
(Parcel Identification Numbers)

Declaration made this 8<sup>TH</sup> day of SEPTEMBER, 2004, by The Meadowlands Land, LLC and Great Neighborhoods East, LLC, Wisconsin limited liability companies (hereinafter collectively referred to as "**Declarant**").

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

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

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

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

34  
27

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

000089

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

**A-1) Definitions.**

**A)** "Association" shall mean and refer to The Homeowners Association of the Meadowlands, Inc., and its successors and assigns.

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

**C)** "Declarant" shall mean and refer to The Meadowlands Land, LLC and Great Neighborhoods, East, LLC, Wisconsin limited liability companies, or their successors and assigns.

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

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

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

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

**H)** Reference to a "Phase," followed by a numeral, shall refer to a series of sections of the property, all of which constitute the entire Property. Declarant may construct

improvements in the Development in such Phases as Declarant believes to be necessary or desirable from time-to-time. Declarant reserves the right to change, without the consent of the Association or any other Owner, Occupant or their mortgagees, the Lots designated in any particular Phase by a written instrument specifically referring to this Declaration and stating the amendment with respect to the definition of any Phase.

000090

I) "Book of Regulations" shall mean and refer to the document containing the resolutions setting forth the rules, regulations and policies established and adopted by the Board of Directors of the Association as the same may be from time to time adopted, recorded and/or amended.

**A-2) Membership and Voting Rights.**

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

**B) Voting Rights.**

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

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

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

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

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



**A-3) Description.**

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

	<b>Use</b>	<b>Number of Assessment Units</b>
1)	Single Family:	One (1) per Dwelling Unit.
2)	Multi-Family Residential Apartments:	Seventy-five/100ths (.75) per Dwelling Unit.
3)	Multi-Family Condominiums:	Seventy-five/100ths (.75) per Dwelling Unit.
4)	Multi-Family Townhouse Homes:	One (1) per Dwelling Unit.

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

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

**D) Ownership.**

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

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

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

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

#### A-4) **Maintenance of Common Property**

##### A) **Maintenance Requirements.**

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

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

##### 3) **Specific Responsibilities.**

(a) **Traffic Calming Devices.** Certain streets within the Property may include special traffic islands and traffic calming measures within the public right-of-way. The Association shall be responsible, at the Association's sole cost and expense, for the maintenance and upkeep of such physical traffic measures. Such maintenance and upkeep shall be performed at the discretion of the Association except to the extent required by the City of Madison, and shall include landscaping. If the special street design features or landscaping are not maintained, the City of Madison will give notice to the Association that it is not being maintained. If the Association does not respond to the notice within sixty (60) days, the City

may modify the physical traffic measures to minimize maintenance needs; including replacing landscaped surfaces with asphalt. The Association and persons involved with the maintenance and upkeep of the special traffic measures shall indemnify and hold harmless the City of Madison and its boards and commissions, and their officers, agents and employees from and against all claims, demands, loss or liability of any kind, type or description, related to the maintenance and upkeep of the special traffic measures.

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

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

**B) Assessments.**

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

2) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, may, whenever necessary or appropriate, levy special assessments ("Special Assessments") against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Association/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

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commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lots. Any such foreclosure action may be brought at the Association election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association/Management Company securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

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

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

## **Part B**

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

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

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

**A)** Notwithstanding anything to the contrary contained herein, Lots 1-53, 64-192, and 207-220 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined below. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter.

**B)** Notwithstanding anything to the contrary contained herein, Lots 54 through 56, 193 through 206, 221 through 231, as well as, Outlot 5 and Lot 196 of the neighboring Plat of Reston Heights may be used for multi-family residential, "twin-homes" or rental purposes that

may include multiple-story buildings either owner or non-owner occupied. Each Owner, by accepting a deed to the Owner's Lot, shall be conclusively deemed to have consented to such uses and to have forever released any right to object to such uses

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**C)** Notwithstanding anything to the contrary contained herein, Lots 57-63, shall be used as single family residences, multi family "twin homes" or condominium homes for residential purposes. The lots described and referred to are the site of a proposed twin home. Owners will share a party wall and roof with an adjoining home. The land on which the twin homes will be constructed will be divided into two lots by means of a Certified Survey Map. The twin home site is contingent on Declarant obtaining all municipal approvals relating to the recording of the Certified Survey Map from the City of Madison and any other governmental authority from which approval is required. .

**D)** Notwithstanding anything to the contrary contained herein, Lots 57-63 shall be used as single family residences, multi-family "twin-homes" or condominium homes for residential purposes. As to Lots 57-63, those Lots shall be marketed, sold and used only for residences which are owner-occupied. Any individual residential unit described in the preceding sentence located on Lots 57-63 will be called a "Residential Unit." This restriction requiring owner-occupancy for Lots 57 -63 shall continue for 25 years from the first date of recording of this Declaration and shall then automatically expire notwithstanding automatic extension provisions set forth in Section E-1. This requirement for owner-occupancy shall be subject to the following exception:

The owner of a Residential Unit who buys and occupies the Residential Unit as an owner-occupancy shall have the right to subsequently lease the Unit as a result of any change in circumstance which makes such leasing desirable to the owner. This exception shall be available only to a single Residential Unit and its owner. Any person or group of persons which directly or indirectly owns or controls more than one Residential Unit located within Lots 57-63 shall not have the benefit of this exception.

**E)** Outlots 1, 2, 3, 12 and 13 are Public Alleys as shown on the Plat are to be conveyed to the City of Madison. The cost of the maintenance of the Public Alleys shall be the responsibility of the City of Madison except for trash removal.

**F)** Outlots 6 and 11 are to be conveyed to the City of Madison for stormwater management purpose. The City of Madison shall be responsible for maintenance of the stormwater management facilities.

**G)** Outlots 5, 7 and 10 are to be conveyed to the City of Madison for Public Park purposes.

**H)** Outlots 8 and 9 are to be conveyed to the City of Madison for Wetlands.

**I)** Outlot 14, is a Private Outlot to be part of the Common Property and will contain landscaping to be maintained by the Association.

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.

J) Except as otherwise provided herein, no buildings, other than signs or other structures incidental to the use of any Outlot, which have been approved in advance by the Committee, may be constructed on any Outlot. 000096

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

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

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

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

**B-5) Vehicle and/or Equipment Storage.** No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration "Equipment"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage.

commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage.

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**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") 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)** Lots 27-35, 49, 50, 56, 57, 214, 215, 223, 224, 230, and 231 within the Development are subject to a 75' right-of-way agreement with Grant Michigan Wisconsin Pipeline Company. All improvements to these lots are subject to approval by the pipeline company. General guidelines are as follows:

- 1) No improvements are permitted without the express written permission of the pipeline companies.
- 2) No structures shall encroach into the right-of-way.
- 3) No bushes, trees or shrubs shall be placed or allowed to grow within the right-of-way.
- 4) No fences may be installed within the right-of-way without express written permission of the pipeline companies.
- 5) No grade change may be made within the right-of-way without express written permission of the pipeline companies.
- 6) No equipment shall be allowed within the right-of-way.

**C)** Public Walkway Easement. A ten (10') foot wide Public Walkway Easement is located between Lots 45 and 46, 59 and 60. This Easement will contain a concrete sidewalk for public pedestrian use and will be maintained by the Association.

**D)** Public Alley Driveway Easement. Certain Lots on public alleys in the Development will be subject to a Joint Driveway Easement ("Joint Driveway Easement") and/or Maintenance Agreements ("Maintenance Agreements") setting forth the adjoining Lot Owners' rights to use and obligations to maintain the joint driveway. The configurations of some Lots on the public alleys require that they have a shared driveway. In some cases, that will require one Lot to grant the other an Easement permitting use of the joint portion of the driveway and allocating responsibility for maintenance costs. In other cases, the Lot will only have a Joint Maintenance Agreement ("Joint Maintenance Agreement") allocating responsibility for maintenance of the joint driveway located in the public-right-of-way. A Joint Driveway Easement and/or Maintenance Agreement are expected for Lots 196 and 195.

**E)** All lots within this plat are subject to a non-exclusive Easement for drainage purposes which shall be a minimum of five (5) feet in width measured from the

property line to the interior of each lot except that the Easement shall be ten (10) feet in width on the perimeter of this plat. Easements shall not be required on property lines shared with greenways or public streets.

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F) 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.

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

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

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

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

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



**B-12) Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening. 000099

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

**B-14) Sight Distance At Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 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-15) Mailboxes.** Mailboxes serving homes in the neighborhood, whether individual or multi-gang shall be as determined and as provided by Declarant at Declarant's sole cost and expense, and shall be replaced if necessary, with a mailbox identical in all respects with that originally provided, at the sole cost and expense of the Owner(s). The location and placement of the mailboxes shall be at the sole discretion of the United States Postal Service.

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

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

**B)** All or some of the alleys located within the Development will be dedicated to the City of Madison. With respect to any Lots in the Development which border a public or private alley, there shall be no public trash, leaf or recycled material pick-up service in said alley, but instead, there will be one or more trash pick-up collection points designated by the Declarant to be used by Owners of Lots bordering the alley in question. Trash pick-up may be initially provided by the Association and charged as an expense of the Association, but such arrangement may be changed to provide for public or some other method of trash pick-up at a future time as the Declarant or the Association shall determine. To the extent that maintenance of alleys is not undertaken by the City of Madison, the Association is obligated to maintain the all alleys. 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 in the same manner as with any other Common Property.

C) Plantings, flower beds, and entry signs (including utility installations connected therewith) constructed and installed by Declarant, including but not limited to, Milwaukee Street and Windstone Drive and shall be deemed a part of the Common Area. The Association is obligated to maintain the entry feature; maintenance shall include electrical charges (if any), sign repair and maintenance of the landscaping including mowing of all lawns and grass areas. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required.

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D) Wetland Buffer Areas.

Lots containing a portion of a delineated wetland buffer (defined as any area within seventy-five feet of a delineated wetland) will be required to maintain that portion of the Lot falling within the buffer as a natural, native prairie grass or wooded ecosystem. Maintenance of this area will be limited to occasional removal of brush and litter, but may not include mowing, removal of existing trees, materials or equipment storage. Any planting, including but not limited to, trees, bushes, shrubs, seeding or restoration treatments proposed for any such area shall require the advance written consent of the Association and may require written consent from the City of Madison prior to commencement. No temporary or permanent structures shall be erected. No fences shall be erected in the wetland buffer area. No grade changes shall be permitted to Wetland Buffer Areas. No activity that adversely affects the natural flow of surface or underground waters within the area permitted.

E) Notice is hereby given that as of the date hereof, certain lands, including but not limited to, an area north of Milwaukee Street will be for Multifamily and commercial use. 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.

**Part C**  
**ARCHITECTURAL CONTROL COMMITTEE**

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

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

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

**C-2) Architectural Control.** No structure, whether residence, accessory building, tennis court, swimming pool, antenna (whether located on a structure or on a Lot), flag pole, wall, landscaping or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete plans, specifications and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said 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 plan specifications and plot plans as finally approved shall be deposited with the Committee.

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

**C-4) Procedure.**

**A)** Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed \$50.00 for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after 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 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 of Madison. Obtaining approval from the Committee and the City of Madison is solely the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the City of Madison and approval by the City of Madison shall not be deemed approval by the Committee.

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

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

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

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

**C-9) Variance.** The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Declaration if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue

hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other houses in the development.

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

## **Part D** **DESIGN GUIDELINES**

### **D-1) Single Family Dwelling Units.**

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

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

The requirements as itemized in the following section will be used as applicable to the context of the specific architectural style. Declarant reserves the right to grant variances in its sole discretion.

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

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

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

### **C) Garage.**

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

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

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

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

#### **D) Ornamental Design Elements.**

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

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

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

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

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

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

##### **1. Roof Standards:**

a) Roof design must be consistent with the overall architectural style of the home. Roof forms and pitches as established on individual styles may not be altered without approval by the Architectural Control Committee.

b) Materials and colors shall be as outlined in the approved neighborhood Color Chart.

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

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

3. Soffit and Eave Standards:

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

**F) Exterior Wall Surfaces.**

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

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

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

4) The use of brick or stone is encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, a soldier course window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

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

**D-2) Other Improvements.**

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

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

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

2) Appropriate uses of fencing:

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

3) Inappropriate use of fencing:

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

**B) Decks.** All decks must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the City of Madison may be required to construct a



deck. Committee approval does not supercede the need for any municipal approvals or permits.

1) Appropriate deck design shall incorporate the following criteria: 000107

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

2) Inappropriate deck design:

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

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

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

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

2) Appropriate placement of kennels or runs:

- a) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.
- b) Kennel or run shall meet up with the corners of the home or garage

and may not project past the face of home or garage.

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- c) Only one kennel or run is permitted per Lot.
  - d) Kennels must be oriented with the long side parallel to home.
- 3) Inappropriate placement of kennels or runs:
- a) Kennel or run in front or side yards shall not be permitted.
  - b) Kennel or run shall not occur in freestanding segments or be placed arbitrarily on the lot.
  - c) Kennel or run shall not meet porch or deck corners.
  - d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

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

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

1) Appropriate antennae or satellite dish placement:

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

2) Inappropriate antennae or satellite dish placement:

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

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

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

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

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

## **Part E**

### **GENERAL PROVISIONS**

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

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

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

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

**E-5) Parade of Homes 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.

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

**E-7) Notices.**

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

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

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

**E-8) Amendment.** At any time until Declarant conveys all of the Lots which comprise the entire Property, including all Phases, or turns control of the Association over to its Members, whichever occurs first, Declarant may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant, their Mortgagees or any other party, including the Association and its Board of Directors.

**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.

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000111

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

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

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

IN WITNESS WHEREOF, the said Great Neighborhoods South, LLC a Wisconsin limited liability company and The Meadowlands Land, LLC a Wisconsin limited liability Company, has caused these presents to be signed and sealed this 8<sup>th</sup> day of September, 2004

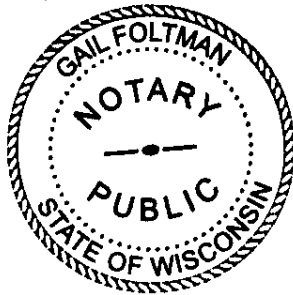
**GREAT NEIGHBORHOODS EAST, LLC, a Wisconsin limited liability company**  
By: Great Neighborhoods, Inc., Its Sole Member

By: [Signature]  
Donald A. Esposito, Jr. Assistant Secretary

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF DANE )

Personally came before me this 8<sup>th</sup> day of Sept, 2004, Donald A. Esposito, Jr. the Assistant Secretary of Great Neighborhoods, East, 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.



[Signature]  
Notary Public Dane County, Wisconsin  
My Commission Expires: 2/25/07

**THE MEADOWLANDS LAND, LLC, a Wisconsin limited liability company**

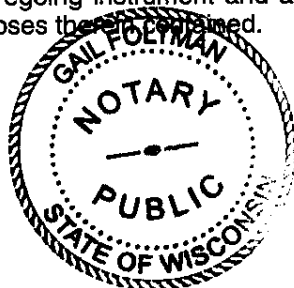
By: VH Land LLC, a Wisconsin limited liability company, It's Sole Member

By: [Signature]  
Donald A. Esposito, Jr. Assistant Secretary

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF DANE )

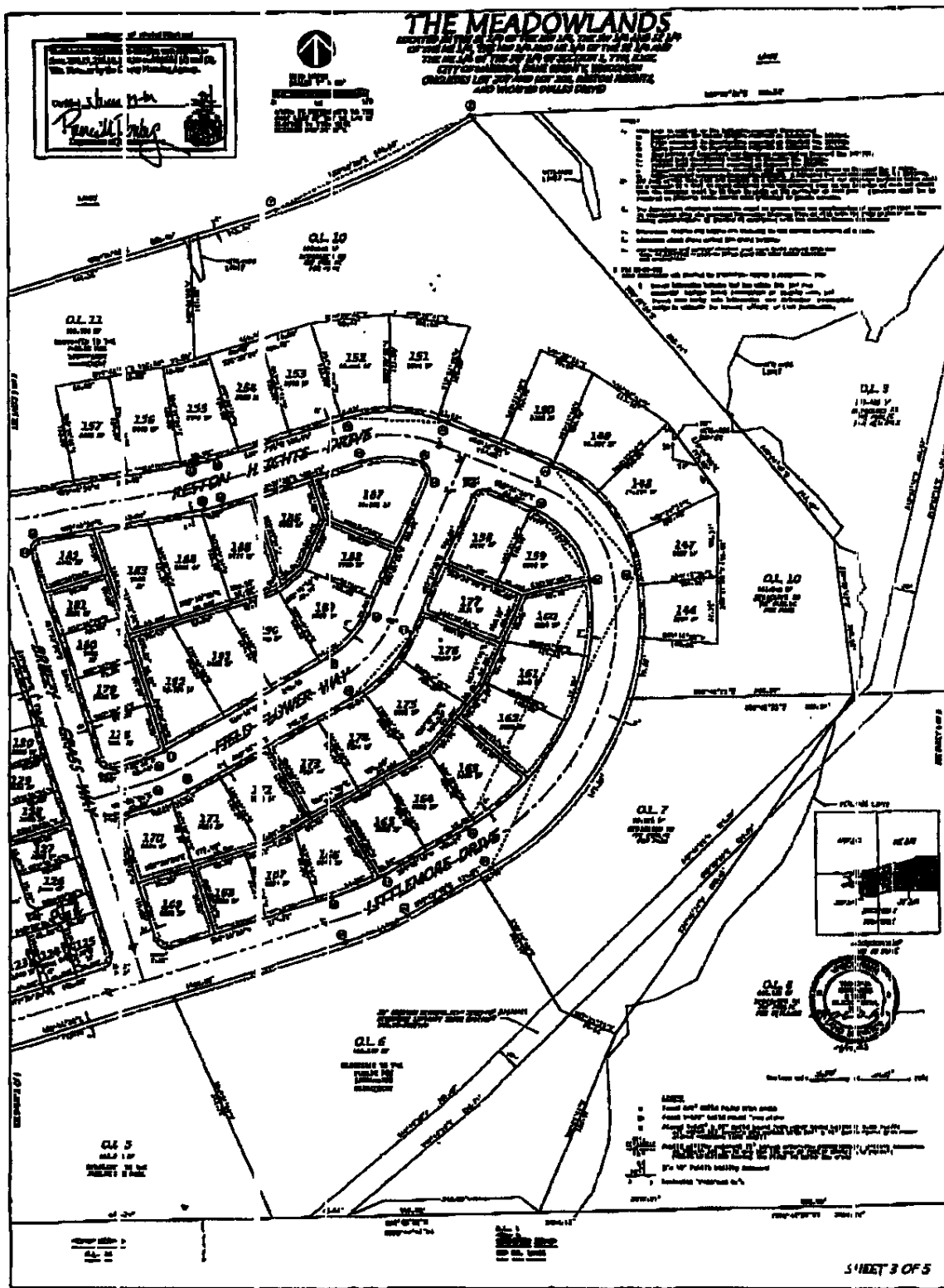
Personally came before me this 8<sup>th</sup> day of Sept, 2004, Donald A. Esposito the Assistant Secretary of The Meadowlands Land, LLC a Wisconsin limited liability company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.



[Signature]  
Notary Public Dane County, Wisconsin  
My Commission Expires: 2/25/07

# EXHIBIT "A"

000113



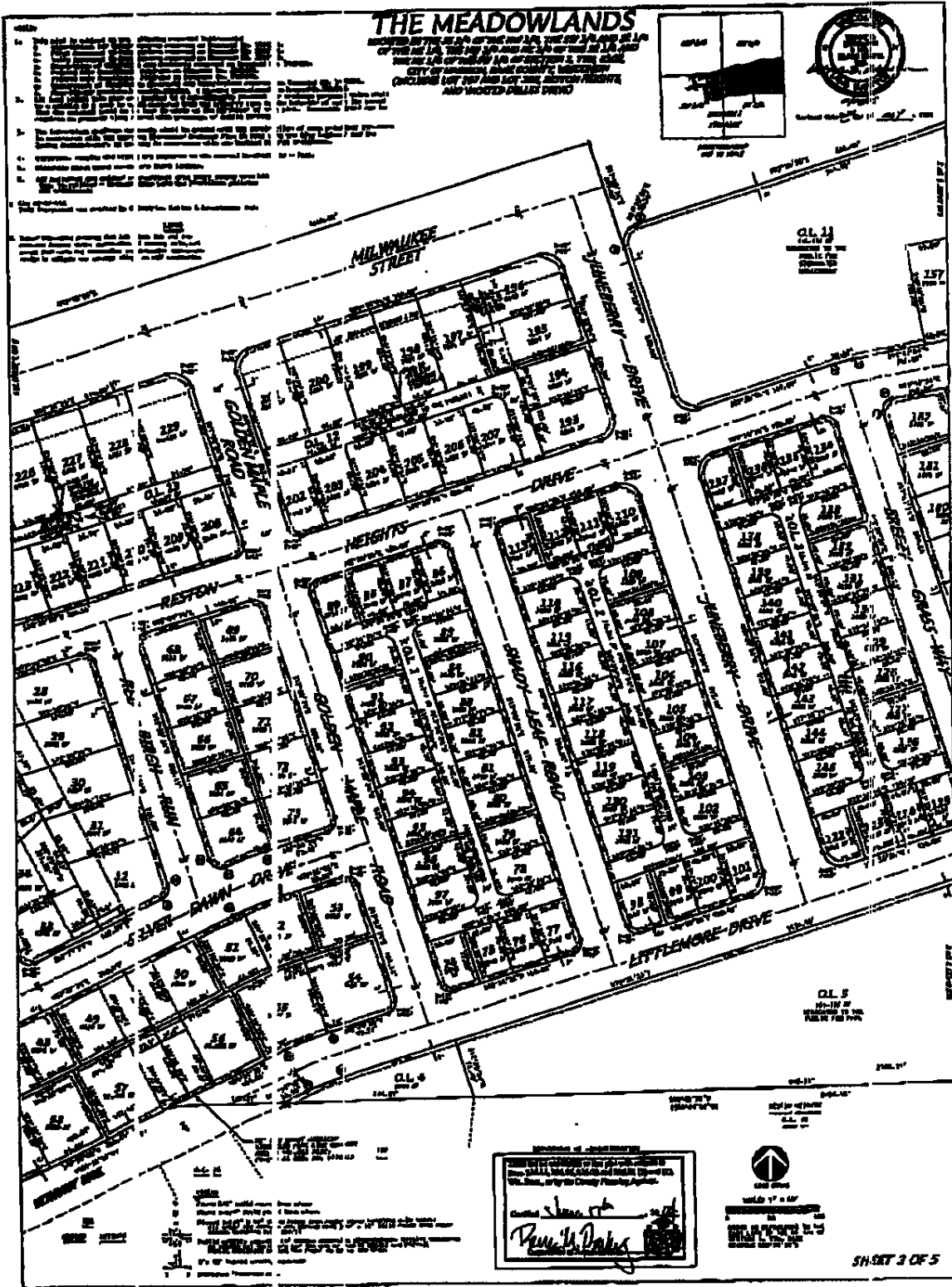
NOTE: PLEASE BE ADVISED THAT THE DOCUMENT GRANTOR(S) HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIAL ON THIS MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by grantor(s) or grantor(s) agent: *Donato* Date (use black ink) 9-8-04

Name of grantor(s) or grantor(s) agent printed: (use black ink) DONALD A. ESPOSITO, JR.

**EXHIBIT "A"**

000114



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

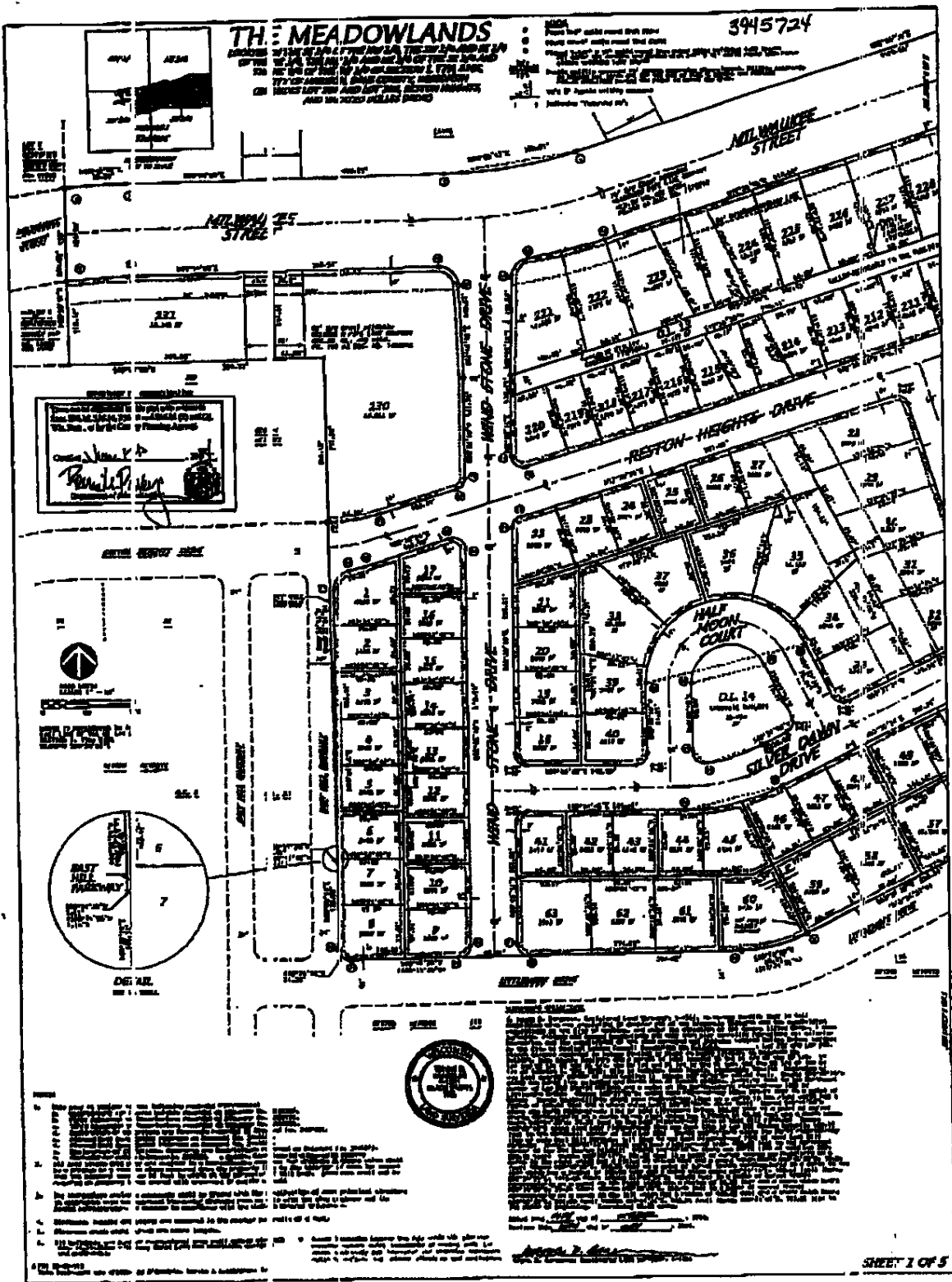
Signed by grantor(s) or grantor(s) agent: *Allen* Date (use black ink) 9-8-04

Name of grantor(s) or grantor(s) agent printed: (use black ink) DONALD A. ESPOSITO, JR.



EXHIBIT "A"

000115



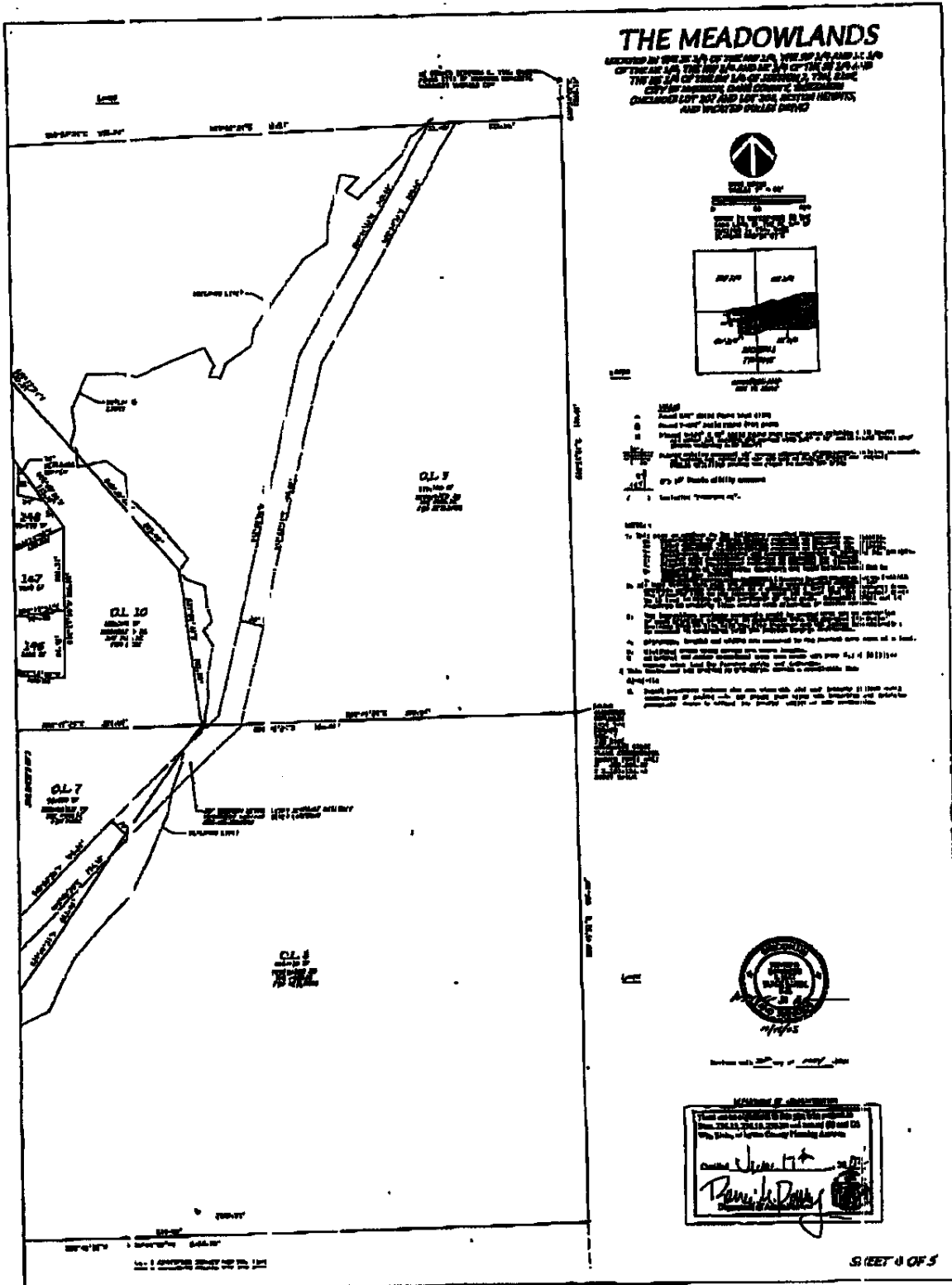
NOTE: PLEASED BE ADVISED THAT THE DOCUMENT GRANTOR(S) HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIAL ON THIS MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by grantor(s) or grantor(s) agent: [Signature] Date (use black ink) 9-8-04

Name of grantor(s) or grantor(s) agent printed: (use black ink) DONALD A. ESPOSITO, JR.

# EXHIBIT "A"

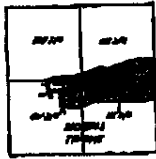
000116



**THE MEADOWLANDS**  
 APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO AND THE CITY OF SAN DIEGO, CALIFORNIA, ON MAY 19, 2004.  
 THE MEADOWLANDS ARE PART OF THE SAN DIEGO COUNTY PLANNING AREA AND ARE SUBJECT TO THE SAN DIEGO COUNTY PLANNING AREA GENERAL PLAN AND THE SAN DIEGO COUNTY PLANNING AREA ZONING ORDINANCES.



SCALE: 1" = 100'



- 1. The map shows the proposed location of the project and the surrounding area.
- 2. The project is located on the eastern side of the site, adjacent to the existing road.
- 3. The project is shown in a shaded area on the map.
- 4. The project is shown in a shaded area on the map.
- 5. The project is shown in a shaded area on the map.
- 6. The project is shown in a shaded area on the map.
- 7. The project is shown in a shaded area on the map.
- 8. The project is shown in a shaded area on the map.
- 9. The project is shown in a shaded area on the map.
- 10. The project is shown in a shaded area on the map.



APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO AND THE CITY OF SAN DIEGO, CALIFORNIA, ON MAY 19, 2004.  
 Donald A. Esposito, Jr.  
 County of San Diego Planning Director

SHEET 4 OF 5

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

Signed by grantor(s) or grantor(s) agent: *[Signature]* Date (use black ink) 9-8-04

Name of grantor(s) or grantor(s) agent printed: (use black ink) DONALD A. ESPOSITO, JR

**Exhibit "B"**

**Parcel Numbers**

**000117**

**251-0710-011-0101-4  
251-0710-012-0203-6  
251-0710-013-0801-6  
251-0710-013-0901-4  
251-0710-013-2901-2  
251-0710-014-0301-4  
008-710-011-9000-4**

**EXHIBIT "C"**

000118

**Total Minimum Points for Landscaping**

<b>Lot(s)</b>	<b>Minimum Points for Foundation Plantings</b>	<b>Total Minimum Points for Landscaping</b>
1-53, 64-192, 202-220	300	425
54-63, 193-201, 221-229	350	500

EXHIBIT "D"  
**Landscaping Elements**

**000119**

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

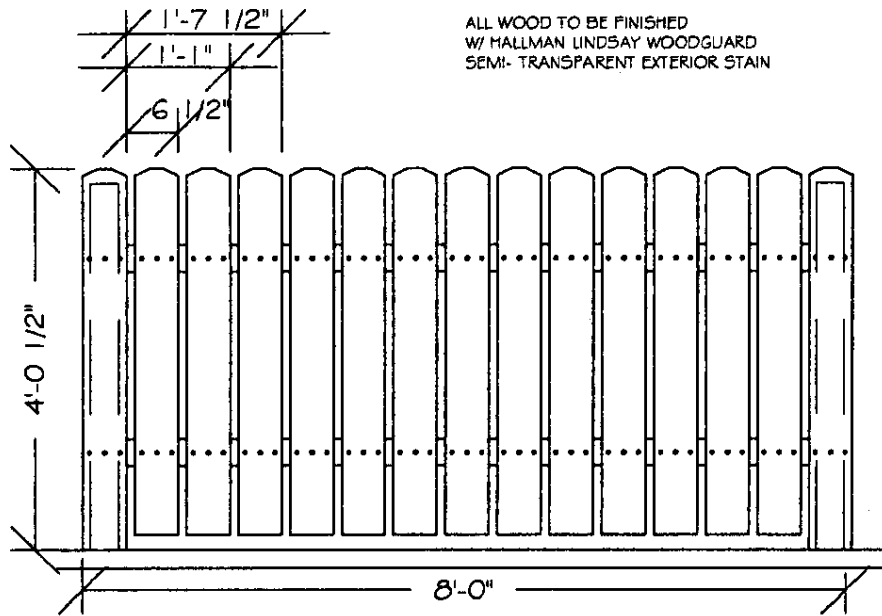
The final point totals must consist of a balanced variety of the listed elements acceptable to the Architectural Control Committee. Existing vegetation, trees and shrubs may be included in the point totals if they are properly protected and maintained during the construction process and located as such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

# Exhibit E1

**NOTE:** 4x4 POSTS TO BE BROWN TREATED WOOD

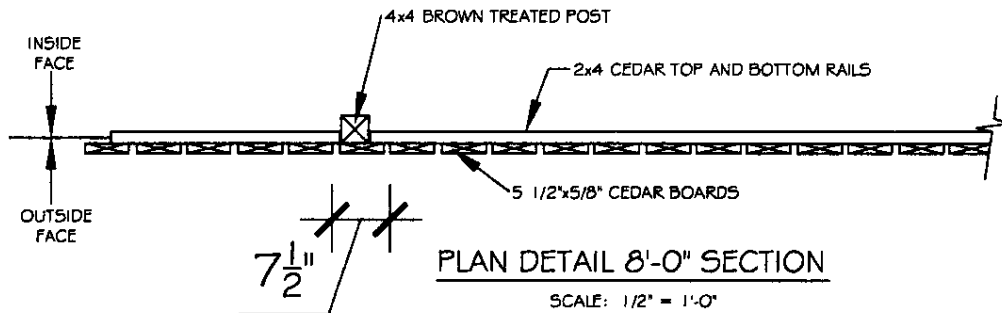
ALL WOOD TO BE FINISHED W/ HALLMAN LINDSAY WOODGUARD SEMI- TRANSPARENT EXTERIOR STAIN

000120



**ELEVATION TYPICAL 8'-0" SECTION 6" PICKETS**


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



**PLAN DETAIL 8'-0" SECTION**

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

**4'0 PICKET FENCE DETAIL**

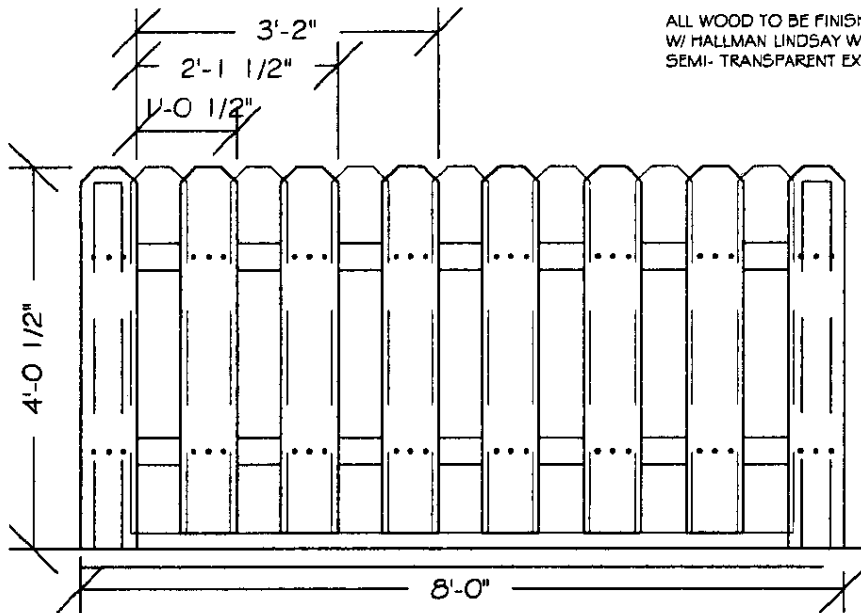
Model: _____	Custom Designed For: _____	 <b>VERIDIAN HOMES</b> 6001 South Towne Drive - Madison, WI 53713 (608)226-3100 Fax: (608)226-0600
ELEVATION	Lot/Subdivision: _____ Address: _____	
Base Plan _____	Drawn By: _____	Customer Approval: _____ / 2004
Plan: _____	Date: _____	DSH Approval: _____ / 2004
<b>Do Not Scale</b>	Note: Please review carefully. What is shown in this plan represents what will be constructed. We will not be held responsible for errors if work is built according to the customer's approved plan.	
Note: All dimensions are stud to stud	Revised: _____	© Copyright 2004 Veridian Homes Protected Under Architectural Works Copyright Protection Act of 1990.

# Exhibit E2

000121

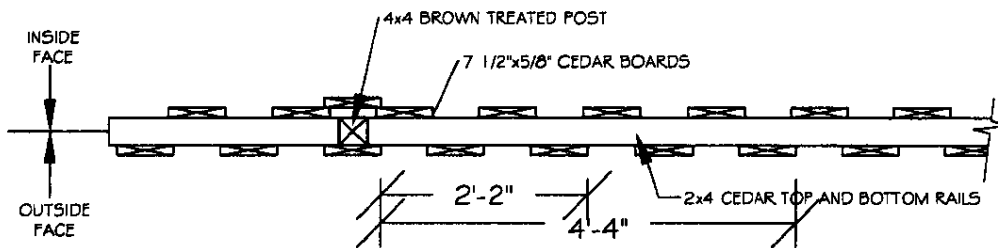
**NOTE:** 4x4 POSTS TO BE BROWN TREATED WOOD

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



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


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



**PLAN DETAIL 8'-0" SECTION**

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

**4'0 BOARD ON BOARD FENCE DETAIL**

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