

Document Number

Title of Document

DANE COUNTY
REGISTER OF DEEDS

VALLEY RIDGE

3165082

Declaration of Conditions, Covenants and Restrictions

10-20-1999 10:07 AM

Part A

Trans. Fee

PREAMBLE AND ASSOCIATION MATTERS

Rec. Fee 48.00
Pages 20

000147

Declaration made this 10th day of October, 1999, by Don Simon Homes, Inc., a Wisconsin Corporation, (hereinafter "**Developer**").

Record this document with the Register of Deeds

Name and Return Address:

Don Simon Homes, Inc.
2800 Royal Avenue
Madison, WI 53713

(Parcel Identification Number)

See Exhibit A

WHEREAS, Developer is the owner of real property located in Dane County, Wisconsin and further described in Exhibit "A" attached hereto and incorporated herein by reference, and desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

WHEREAS, Developer desires to provide for the maintenance and enhancement of property values, amenities, environment and opportunities 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 Developer 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, Developer has thought it desirable for efficient maintenance and preservation of the values of said Development to create an association to which should be delegated and assigned the powers of owning, maintaining and administering the common property and facilities 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; and

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

20/48

NOW, THEREFORE, the Developer declares that the real property described 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 Valley Ridge Homeowners Association, Inc., and its successors and assigns.

B) "Common Property" shall mean and refer to that land described and/or depiction in Exhibit "B", and any additions thereto designated by the Developer 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 is, as of the date hereof, either located on designated lots that may in the future be conveyed to Owners, subject to the terms of this Declaration, or within designated right of ways.

C) "Developer" shall mean and refer to Don Simon Homes, Inc., a Wisconsin Corporation, or its successor and assigns.

D) "Property" or "Properties" shall mean and refer to the lands described in Exhibit "A", now owned by Developer, but which Developer in the future intends to convey to purchasers who shall thereupon become members of the Association.

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) Reference to a "Phase," followed by a numeral, shall refer to those Phases described in Exhibit "A," all of which constitute the entire Property. Developer 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.

H) "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 as the same may be from time to time adopted, recorded and/or amended.

A-2) Membership and Voting Rights.

A) Members. Each Owner of a Property shall be a member of the Association. 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. Membership shall be appurtenant to and may not be separated from any Property which is subject to assessment by the

Association. Tenants of Properties who are not Occupants shall not be members of the Association. To the extent that Developer owns any property, Developer 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 Property owned except as set forth in 2(B)(2) below.

2) When there is more than one Owner of a Property, said Owners shall only be entitled to one collective vote for each Property. There shall be no fractional votes or voting. When there is more than one Owner of any Property, the vote attributable to such ownership must be cast unanimously by all the Owners of that Property, 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 Property.

A-3) Common Property.

A) Obligations of the Association. Subject to the rights of the Owners as set forth in this Declaration, the Association shall be exclusively responsible for the management, maintenance and control of the Common Property and all improvements thereon and thereto, including all equipment relating to the Common Property, and shall keep the Common Property, in good, clean, attractive, sanitary and safe condition, order and repair. As used herein, the term "maintenance" shall mean the mowing of all lawn and grass areas, periodic maintenance necessary to keep the same in a good, weed-free and attractive condition, maintenance and repair of all flower beds and flowers, including watering and replacement thereof, the pruning of all trees on an as needed basis, the repair and replacement of sidewalks and drive areas located on Common Property, including seasonal snow and ice removal, and such other matters as may be necessary to keep the Common Property in a good, clean, attractive, sanitary and safe condition. Maintenance shall also include repair and replacement of all highway berms, all fences which border High Point Road, all lighting fixtures and standards used to illuminate the Common Areas, and maintenance to terraces along High Point Road. As used herein, the term maintenance shall include repair, reconstruction and if necessary, replacement. If the Association chooses to contract its obligations under this Declaration to a third party management entity (a "**Manager**"), the Manager shall be singularly responsible for all of such obligations. The Association shall have the authority to create, establish and enforce reasonable rules for the use and enjoyment of the Common Property, including, but not limited to the right of the Association to mortgage any or all of the Common Property owned by the Association for the purpose of making improvements or repairs to the Common Property pursuant to approval by two-thirds (2/3) of the members who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose. The Association shall also have the right to dedicate or transfer all or any part of the Common Property owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association. No such dedication or transfer shall be effective unless approved by a majority of the Members voting at a meeting duly called for said purpose.

B) 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.

C) Title to Common Property; Reservation of Easement. The legal title to the Common Property may be conveyed by Developer to Owners but notwithstanding any such conveyance, title to said Common Property shall at all times remain subject to the terms, covenants and conditions of this Declaration, including but not limited to the right to maintain, repair and replace the improvements located thereon. The Association hereby reserves a non-exclusive perpetual easement over, upon, across and through the Common Property and so much of the individual lots on which the Common Property may be located, for the purpose of exercising and performing its rights and duties with respect to the Common Property.

A-4) Covenant for Maintenance and Assessments.

A) Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following:

- 1) Annual general assessments or charges.
- 2) Special assessments for maintenance to Common Property.
- 3) Special assessments for repair or restoration of damaged or destroyed Common Property and other property.
- 4) Such other assessments as may from time to time be imposed as hereinafter provided.

All such assessments, together with interest thereon and the actual costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the Property against which each assessment is made. Each such assessment, together with interest thereon and the cost of collection thereof, shall also be the personal obligation of the Owner at the time when the assessment is made. Notwithstanding the foregoing, Developer shall not pay assessments on Property owned by Developer until such time as Developer has turned over control of the Architectural Control Committee to the Association under Section C-8, below.

B) General Assessments.

1) Purpose of Assessment. Accrued general assessments levied by the Association shall be used exclusively for the improvement, maintenance and operation of the Common Property and other property which the Association is obligated to maintain.

2) Basis for Assessment. Subject to the above limitation, each Property which has been certified for occupancy by the City of Madison shall be assessed at a uniform rate to the Owner. That is, each Lot shall be assessed the same amount as any other Lot, regardless of size

or use. As used herein, the term "Lot" shall mean any individual Lot described in the Plat of Valley Ridge, except Lot 374, which will be used and developed for multiple family residential housing. The assessment for Lot 374 shall be 5% of the total assessment.

3) Maximum Annual Assessment. For each calendar year in which the Association is in existence, the Board of Directors shall set the annual assessment by majority vote of the Directors. The Board shall set the date(s) such assessment shall become due. In the event a majority cannot be obtained for fixing the assessment, the prior year assessment shall be deemed adopted. The assessment may be changed by a majority vote of the Members who are voting in person or by proxy at a general meeting or a special meeting duly called for this purpose.

C) Date of Commencement of Annual Assessments. Developer shall not impose or collect annual assessments against or from any Owner not the Developer who has taken title to a Lot unless and until Developer has conveyed 50% of all of the Lots in the subdivision to Owners who are not the Developer. At that time, annual assessments shall commence on the first day of the first complete calendar month following Developer's conveyance to an Owner who is not the Developer of Lots constituting 50% of all Lots in the subdivision. After assessments have commenced, the initial annual assessment on any assessable property shall be prorated on a calendar year basis to the date of conveyance of a Property to an Owner who is not the Developer.

D) Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after its due date shall bear interest from its due date at a percentage rate, to be set by the Board for each assessment, but in any case no greater than 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property in like manner as a mortgage of real property. The Association may bid in the Property at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. If the Association has provided for collection of assessment in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. In the event the Association retains an attorney to collect any sums due hereunder, the Association shall be entitled to collect, and to make a part of its lien, actual attorney fees and costs of collection incurred by the Association in connection therewith.

E) 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.

F) Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- 1) All Common Property.
- 2) All Properties exempted from taxation by state or local government upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

G) Annual Budget. By a majority vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all amendments to this Declaration will be met.

H) 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) Fully-Protected Residential Area. The following provisions in this Part II shall apply to Phase I, as described in Exhibit "A" and such other Phases as may, in the future, be subjected to this Declaration, as the same may be amended from time to time, by Developer in the sole exercise of Developer's discretion. As used in this Part II, the term "Property," shall mean the Lots described as Phase I in Exhibit "A." The term "Lot" shall refer to a Lot made a part of said Phase I.

B-2) Land Use And Building Type. The Property shall be used for residential purposes, including gardens. 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 a private garage of not less than two (2) nor more than three (3) cars attached to or located in a lower level of the dwelling unit. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size set forth on Exhibit "C," attached hereto and incorporated herein by reference.

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 in Phase I must meet or exceed the minimum number of points set forth in Exhibit "D," attached hereto and incorporated herein by reference, for foundation planting and cumulative total landscaping points, including foundation planting points. 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. 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 Part I, paragraph (4), above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

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

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

B-7) Easements/Drainage. No structure, planting, or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No drainage swale shall be graded or obstructed so as to impede the flow of water from other Lots or outlots through such swale.

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

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

B-10) Signs. No sign of any kind shall be displayed to the public view on any Lot except, one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent or signs without regard to size used by the Developer, 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 Developer.

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

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

B-13) Sight Distance At Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet 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-14) Fences. No fences over four(4') feet in height from ground to uppermost part of fence shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by the Committee or its designated approving authority. All permitted fences shall be first approved in terms of material and location by the Committee following the standards outlined on Exhibit 1 attached hereto. Fencing is permitted with the prior written approval of the Committee which may require the installation and maintenance of landscape materials for screening and aesthetic purposes.

B-15) Outbuildings. No outbuilding or accessory building of any nature shall be erected on any Lot.

B-16) 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.

B-17) Firewood Storage. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed on a non-street side yard and screened from street view by plantings or a fence approved by the Committee.

B-18) 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.

B-19) 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.

B-20) Mailboxes. Mailboxes serving each home in the neighborhood shall be as provided by the Developer and shall be replaced if necessary, with a mailbox identical in all respects with that originally provided.

Part C **ARCHITECTURAL CONTROL COMMITTEE**

C-1) Membership. The Committee is composed of the following persons, who are also the initial Directors of the Association:

David P. Simon	2800 Royal Avenue Madison, Wisconsin 53713
Jeff N. Simon	2800 Royal Avenue Madison, Wisconsin 53713
Karen Simon Dreyer	2800 Royal Avenue Madison, Wisconsin 53713

A majority of the Committee may designate a representative to act for it. The initial designated representative shall be David P. Simon. 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-8, 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.

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.

C-4) Procedure. 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, approval shall not be required and the related covenants shall be deemed to have been complied with fully.

C-5) 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: Valley Ridge Architectural Control Committee, c/o David P. Simon, 2800 Royal Avenue, Madison, Wisconsin 53713.

C-6) 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.

C-7) Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of these Restrictions and Covenants 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-8) Successor to Committee. Developer may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when Developer no longer has any ownership interest in the Property. At such time as Developer turns over 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 GENERAL PROVISIONS

D-1) Term. This Declaration shall run with the Property and Common Property, and shall be binding on Developer 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.

D-2) Enforcement. The Architectural 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.

D-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 affect.

D-4) Amendment. At any time until Developer 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, Developer may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant or any other party, including the Association. In addition, Developer may elect to make this Declaration applicable to any subsequent Phase of the Development, without the consent or approval of the Association, its Board of Directors or any of its Members or their Mortgagees or any Owner or Occupant, except that no such Amendment may increase the percentage share of a Member's assessment under Paragraph A-4, above.

D-5) Zoning Text. This Declaration is intended to supplement that certain Zoning Text for Valley Ridge dated October 6, 1998, recorded on November 9, 1998, as Document No. 3041968, pages 1257-1268. In the event of a conflict between the provisions hereof and the provisions of the Zoning Text, the provisions of the Zoning Text, limited to the pages enumerated above, shall control. Notwithstanding the foregoing, the Zoning Text shall be subject to the terms of paragraph D-4, above.

IN WITNESS WHEREOF, the said Don Simon Homes, Inc. a Wisconsin corporation, has caused these presents to be signed and sealed this 10th day of October, 1999.

DON SIMON HOMES, INC., a Wisconsin Corporation

By: David P. Simon, President

Attest: Karen Simon Dreyer
Karen Simon Dreyer, Secretary

ACKNOWLEDGMENT

000158

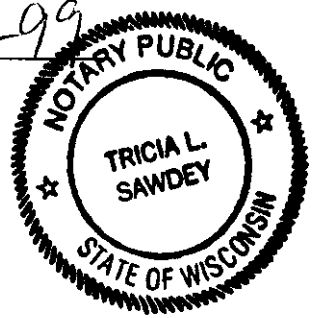
STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 10th day of October, 1999 David P. Simon and Karen Simon Dreyer as President and Secretary respectively of Don Simon Homes, Inc. a Wisconsin Corporation 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.

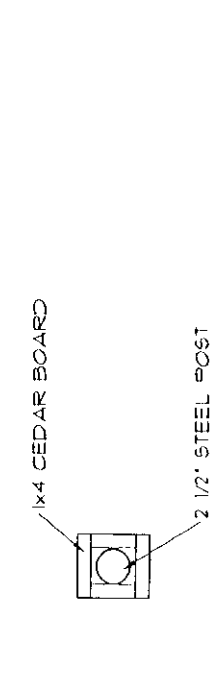
Tricia L Sawdey

Notary Public

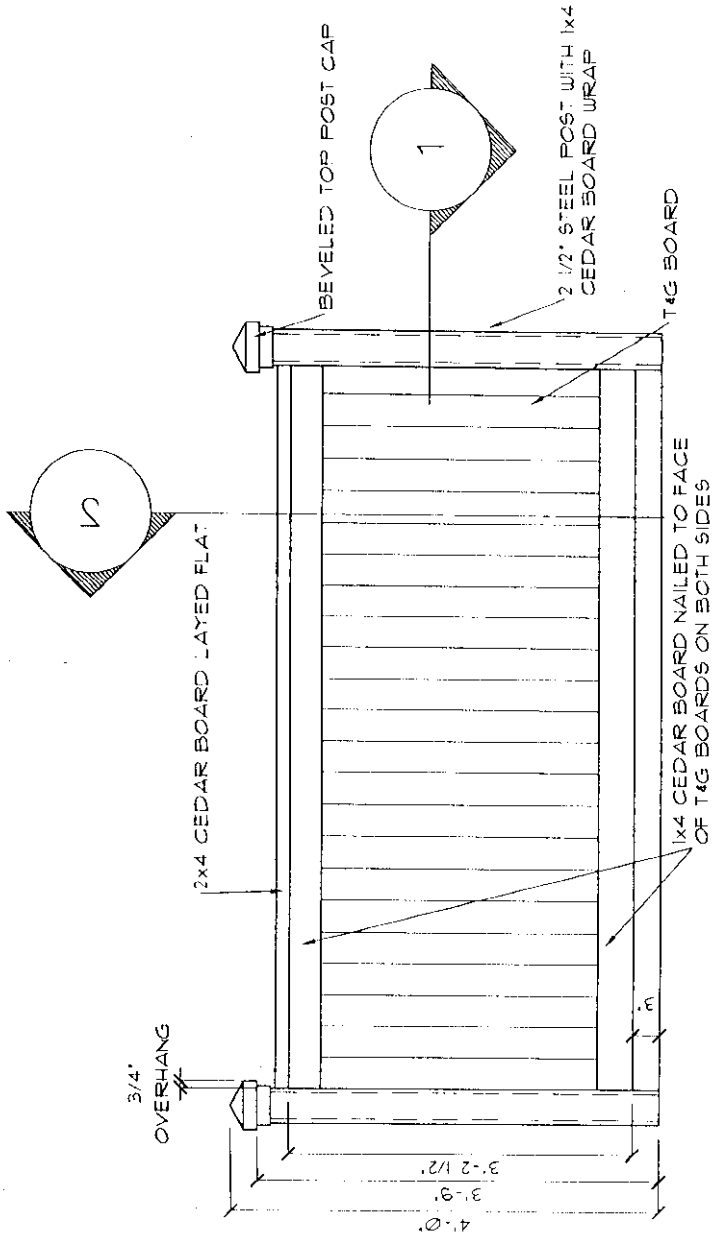
Dane County, Wisconsin
My Commission Expires: 11-21-99



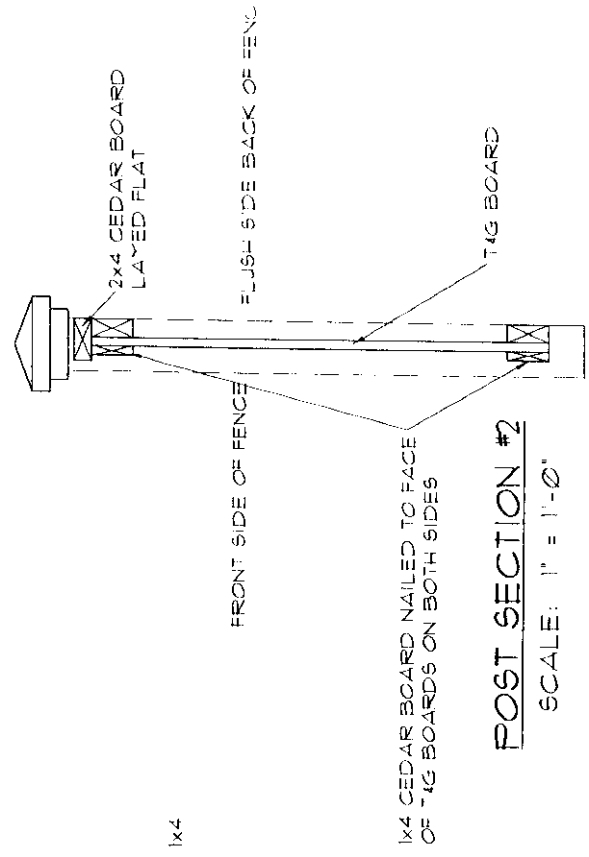
THIS DOCUMENT SHOULD BE RETURNED TO:
Attorney Gregory J. Paradise
MOHS, MACDONALD, WIDDER & PARADISE
20 North Carroll Street
Madison, WI 53703



POST SECTION #1
SCALE: 1 1/2" = 1'-0"

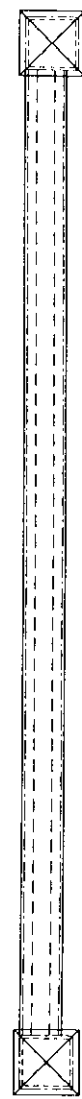


ELEVATION TYPICAL 8'-0" SECTION
SCALE: 3/4" = 1'-0"



POST SECTION #2
SCALE: 1" = 1'-0"

1x4 CEDAR BOARD NAILED TO FACE OF T4G BOARDS ON BOTH SIDES



PLAN DETAIL 8'-0" SECTION
SCALE: 1" = 1'-0"

4'0 VALLEY RIDGE FENCE

EXHIBIT 1

000159

Phase I: Lots 1 through 9, Lot 52, Lots 73 through 162 and Lot 215, Inclusive of the Plat of Valley Ridge, in the City of Madison, Wisconsin.

Phase II: Lots 10 through 51, Lots 53-72, Lots 163-214, and Lots 216-374, Inclusive of the Plat of Valley Ridge, in the City of Madison, Wisconsin.

Phase I PIN #:

	0708-352-0821-0	0708-352-1015-8
	0708-352-0822-8	0708-352-1016-6
0708-352-0501-8	0708-352-0823-6	0708-352-1017-4
0708-352-0502-6	0708-352-0824-4	0708-352-1018-2
0708-352-0503-4	0708-352-0825-2	0708-352-1019-0
0708-352-0504-2	0708-352-0826-0	0708-352-1020-7
0708-352-0505-0	0708-352-0901-0	0708-352-1021-5
0708-352-0506-8	0708-352-0902-8	0708-352-1022-3
0708-352-0507-6	0708-352-0903-6	0708-352-1023-1
0708-352-0508-4	0708-352-0904-4	0708-352-1024-9
0708-352-0509-2	0708-352-0905-2	0708-352-1025-7
0708-352-0614-9	0708-352-0906-0	0708-352-1026-5
0708-352-0710-5	0708-352-0907-8	0708-352-1027-3
0708-352-0711-3	0708-352-0908-6	0708-352-1028-1
0708-352-0712-1	0708-352-0909-4	0708-353-0501-6
0708-352-0713-9	0708-352-0910-1	0708-353-0502-4
0708-352-0714-7	0708-352-0911-9	0708-353-0503-2
0708-352-0715-5	0708-352-0912-7	0708-353-0504-0
0708-352-0716-3	0708-352-0913-5	0708-353-0316-9
0708-352-0717-1	0708-352-0914-3	
0708-352-0718-9	0708-352-0915-1	<u>Phase II PIN#:</u>
0708-352-0719-7	0708-352-0916-9	
0708-352-0801-2	0708-352-0917-7	0708-352-0510-9
0708-352-0802-0	0708-352-0918-5	0708-352-0511-7
0708-352-0803-8	0708-352-0919-3	0708-352-0512-5
0708-352-0804-6	0708-352-0920-0	0708-352-0513-3
0708-352-0805-4	0708-352-0921-8	0708-352-0214-7
0708-352-0806-2	0708-352-0922-6	0708-352-0215-5
0708-352-0807-0	0708-352-1001-7	0708-352-0216-3
0708-352-0808-8	0708-352-1002-5	0708-352-0217-1
0708-352-0809-6	0708-352-1003-3	0708-352-0218-9
0708-352-0810-3	0708-352-1004-1	0708-352-0219-7
0708-352-0811-1	0708-352-1005-9	0708-352-0220-4
0708-352-0812-9	0708-352-1006-7	0708-352-0221-2
0708-352-0813-7	0708-352-1007-5	0708-352-0222-0
0708-352-0814-5	0708-352-1008-3	0708-352-0223-8
0708-352-0815-3	0708-352-1009-1	0708-352-0224-6
0708-352-0816-1	0708-352-1010-8	0708-352-0225-4
0708-352-0817-9	0708-352-1011-6	0708-352-0226-2
0708-352-0818-7	0708-352-1012-4	0708-352-0227-0
0708-352-0819-5	0708-352-1013-2	0708-352-0228-8
0708-352-0820-2	0708-352-1014-0	0708-352-0230-3

EXHIBIT CONTINUED

0708-352-0231-1	0708-353-0511-5	0708-353-0319-3
0708-352-0232-9	0708-353-0512-3	0708-353-0320-0
0708-352-0233-7	0708-353-0513-1	0708-353-0321-8
0708-352-0234-5	0708-353-0514-9	0708-353-0322-6
0708-352-0235-3	0708-353-0515-7	0708-353-0323-4
0708-352-0236-1	0708-353-0516-5	0708-353-0324-2
0708-352-0237-9	0708-353-0517-3	0708-353-0325-0
0708-352-0238-7	0708-353-0518-1	0708-353-0326-8
0708-352-0239-5	0708-353-0519-9	0708-353-0327-6
0708-352-0601-6	0708-353-0520-6	0708-353-0328-4
0708-352-0602-4	0708-353-0521-4	0708-353-0329-2
0708-352-0603-2	0708-353-0522-2	0708-353-0102-2
0708-352-0604-0	0708-353-0523-0	0708-353-0103-0
0708-352-0605-8	0708-353-0524-8	0708-353-0104-8
0708-352-0606-6	0708-353-0525-6	0708-353-0105-6
0708-352-0607-4	0708-353-0401-8	0708-353-0106-4
0708-352-0608-2	0708-353-0402-6	0708-353-0107-2
0708-352-0609-0	0708-353-0403-4	0708-353-0108-0
0708-352-0610-7	0708-353-0404-2	0708-353-0109-8
0708-352-0611-5	0708-353-0405-0	0708-353-0110-5
0708-352-0612-3	0708-353-0406-8	0708-353-0111-3
0708-352-0613-1	0708-353-0407-6	0708-353-0112-1
0708-352-0615-7	0708-353-0408-4	0708-353-0113-9
0708-352-0616-5	0708-353-0409-2	0708-353-0114-7
0708-352-0617-3	0708-353-0410-9	0708-353-0116-3
0708-352-0618-1	0708-353-0411-7	0708-353-0117-1
0708-352-0619-9	0708-353-0412-5	0708-353-0118-9
0708-352-0620-6	0708-353-0413-3	0708-353-1101-3
0708-352-0621-4	0708-353-0414-1	0708-353-1102-1
0708-352-0622-2	0708-353-0415-9	0708-353-1103-9
0708-352-0623-0	0708-353-0416-7	0708-353-1104-7
0708-352-0624-8	0708-353-0301-0	0708-353-1001-5
0708-352-0625-6	0708-353-0302-8	0708-353-1002-3
0708-352-0701-4	0708-353-0303-6	0708-353-1003-1
0708-352-0702-2	0708-353-0304-4	0708-353-1004-9
0708-352-0703-0	0708-353-0305-2	0708-353-1005-7
0708-352-0704-8	0708-353-0306-0	0708-353-1006-5
0708-352-0705-6	0708-353-0307-8	0708-353-1007-3
0708-352-0706-4	0708-353-0308-6	0708-353-1008-1
0708-352-0707-2	0708-353-0309-4	0708-353-1009-9
0708-352-0708-0	0708-353-0310-1	0708-353-1010-6
0708-352-0709-8	0708-353-0311-9	0708-353-1011-4
0708-353-0505-8	0708-353-0312-7	0708-353-1012-2
0708-353-0506-6	0708-353-0313-5	0708-353-1013-0
0708-353-0507-4	0708-353-0314-3	0708-353-1014-8
0708-353-0508-2	0708-353-0315-1	0708-353-1015-6
0708-353-0509-0	0708-353-0317-7	0708-353-1016-4
0708-353-0510-7	0708-353-0318-5	0708-353-0801-0

EXHIBIT CONTINUED

0708-353-0802-8	0708-353-0610-5	0708-353-0725-2
0708-353-0803-6	0708-353-0611-3	0708-353-0726-0
0708-353-0804-4	0708-353-0612-1	0708-353-0727-8
0708-353-0805-2	0708-353-0613-9	0708-353-0728-6
0708-353-0806-0	0708-353-0614-7	0708-353-0729-4
0708-353-0807-8	0708-353-0615-5	0708-353-0730-1
0708-353-0808-6	0708-353-0616-3	0708-353-0731-9
0708-353-0809-4	0708-353-0617-1	0708-353-0732-7
0708-353-0810-1	0708-353-0618-9	0708-353-0733-5
0708-353-0901-8	0708-353-0619-7	0708-353-0734-3
0708-353-0902-6	0708-353-0620-4	0708-353-0735-1
0708-353-0903-4	0708-353-0621-2	0708-353-0736-9
0708-353-0904-2	0708-353-0622-0	0708-353-0202-0
0708-353-0905-0	0708-353-0623-8	
0708-353-0906-8	0708-353-0624-6	
0708-353-0907-6	0708-353-0625-4	
0708-353-0908-4	0708-353-0626-2	
0708-353-0909-2	0708-353-0627-0	
0708-353-0910-9	0708-353-0628-8	
0708-353-0911-7	0708-353-0629-6	
0708-353-0912-5	0708-353-0630-3	
0708-353-0913-3	0708-353-0631-1	
0708-353-0914-1	0708-353-0632-9	
0708-353-0915-9	0708-353-0633-7	
0708-353-0916-7	0708-353-0701-2	
0708-353-0917-5	0708-353-0702-0	
0708-353-0918-3	0708-353-0703-8	
0708-353-0919-1	0708-353-0704-6	
0708-353-0920-8	0708-353-0705-4	
0708-353-0921-6	0708-353-0706-2	
0708-353-0922-4	0708-353-0707-0	
0708-353-0923-2	0708-353-0708-8	
0708-353-0924-0	0708-353-0709-6	
0708-353-0925-8	0708-353-0710-3	
0708-353-0926-6	0708-353-0711-1	
0708-353-0927-4	0708-353-0712-9	
0708-353-0928-2	0708-353-0713-7	
0708-353-0929-0	0708-353-0714-5	
0708-353-0930-7	0708-353-0715-3	
0708-353-0601-4	0708-353-0716-1	
0708-353-0602-2	0708-353-0717-9	
0708-353-0603-0	0708-353-0718-7	
0708-353-0604-8	0708-353-0719-5	
0708-353-0605-6	0708-353-0720-2	
0708-353-0606-4	0708-353-0721-0	
0708-353-0607-2	0708-353-0722-8	
0708-353-0608-0	0708-353-0723-6	
0708-353-0609-8	0708-353-0724-4	

Notes:

- 1) Not to scale.
- 2) The Common Property is the shaded portion of the lots depicted.
- 3) The shaded portions of Outlot 2 and Lot 215 are not Common Property. An easement for those parts of Outlot 2 and Lot 215 which are shaded in this Exhibit "B" will be created by separate instrument.

VALLEY RIDGE

LOCATED IN THE NE1/4 & SE1/4 OF THE NW1/4 AND
 IN THE NE1/4 & NW1/4 OF THE SW1/4 OF SECTION 05, T7N, R8E,
 CITY OF MADISON, DANE COUNTY, WISCONSIN

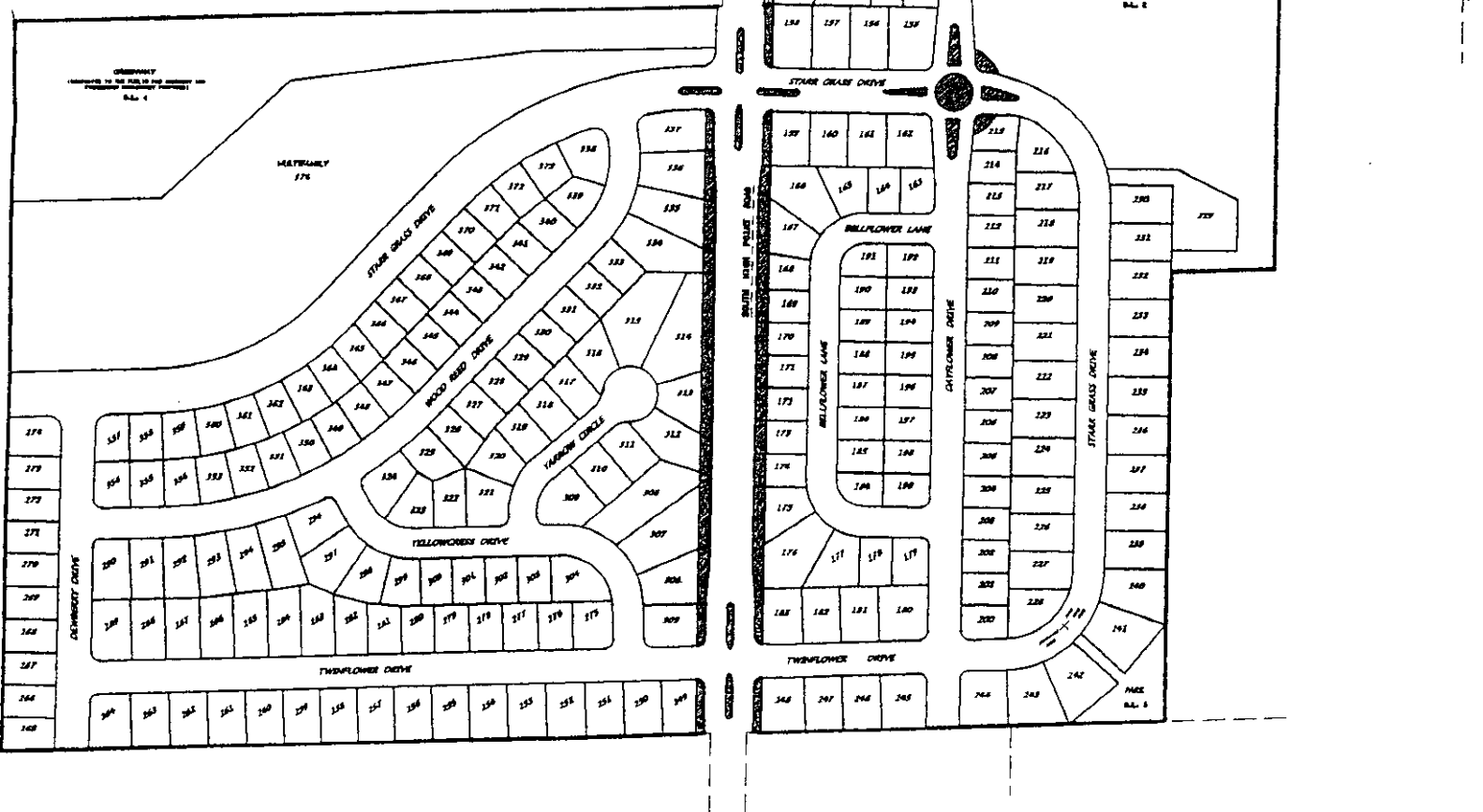


EXHIBIT "D"**Page 1**

Lots	Minimum Points For Foundation Plantings	Total Minimum Landscaping Points
1-9	200	700
52	200	700
73-95	200	700
131-134	200	700
155-162	200	700
96-130	130	450
135-154	130	450
215	130	450

Minimum Dwelling Unit Sizes

Lots	Type	Minimum Square Footage
Lots 1-9, 52, 73-95, 131-134, 155-162	Ranch	1500
	2-Story	1800
	Multi-Level	1350

NOTE: At this time, Developer imposes no minimum dwelling unit size on any Lot not described in this Exhibit "C," but reserves the right to do so in the future by amendment to the Declaration made in accordance with its terms.

EXHIBIT "D"

000166

<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) Small Evergreen Trees (3' to 4.5' when planted)	25
F) Medium Evergreen Trees (5' to 6.5' when planted)	50
G) Large Evergreen Trees (7' + when planted)	100
H) Evergreen Shrubs (18" minimum diameter)	20
I) Small Deciduous Shrubs (18" to 35" in diameter)	10
J) Medium Deciduous Shrubs (35" to 60" in diameter)	15
K) Large Deciduous Shrubs (balled and burlaped) (60" or greater in diameter)	25
L) Decorative Retaining Walls (Points are per face foot. Boulders, timbers, and stones only - no concrete walls included.)	10
M) Paver Stone Walks, Paths or Patios (Points per square foot - no driveways included.)	1

The final point totals must consist of a balanced variety of the listed elements acceptable to the Developer (or 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 Developer (or