

Fourth Amendment to Amended and Restated
Declaration of Protective Covenants and
Restrictions for Holland Fields, A Subdivision
in the Town of Windsor, Dane County, WI

Document Number

Title of Document

WHEREAS, Windsor Development Corporation, a Wisconsin Corporation, caused to be placed of record certain protective covenants and restrictions (the "**Covenants**"), affecting the Plat of Holland Fields (the "**Plat**"), which Covenants were recorded on January 12, 2000, in the office of the Dane County Register of Deeds, as Document No. 3185258; and

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4029623

03/11/2005 10:49:27AM

Trans. Fee:
Exempt #:

Rec. Fee: 21.00
Pages: 6

000217

Record this document with the Register of Deeds

Drafted by and return to:
Gail Foltman
Veridian Homes
6801 South Town Drive
Madison, Wisconsin 53713

See Exhibit "A"
(Parcel Identification Number)

WHEREAS, Great Neighborhoods, LLC, a Wisconsin Limited Liability Company, is the successor in interest to Windsor Development Corporation, and together with Windsor Development Corporation caused to be placed of record an amended and restated Declaration of Covenants and Restrictions, which was recorded on May 31, 2002, in the office of the Dane County Register of Deeds as Document No. 3495281; and amended, which was recorded on February 12, 2004 as Document No. 3872557 and further amended, which was recorded on February 28, 2005, in the office of the Dane County Register of Deeds as Document No. 1025100 (collectively with the Covenants the "**Restrictions**"); and

WHEREAS, Declarant is the owner of real property legally described as the Plat First Addition to Holland Fields (the "First Addition") 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

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

WHEREAS, Developer is, as of the date hereof, the fee simple owner of more than one lot in the First Addition and is desirous of amending certain provisions of the Restrictions;

NOW, THEREFORE, Developer does hereby, for itself, its successors and assigns does hereby declare that the real property Lots 2-25, 103, 110-274 of the Plat First Addition of Holland Fields, further described in Exhibit A, attached hereto and incorporated herein by reference, shall be and hereby is made subject to the terms, covenants and conditions of the Restrictions. Said real property shall be hereinafter referred to as the First Addition. The minimum number of required landscape points and the Landscape Elements Schedule for the First Addition are set forth in Exhibit B and C, respectively, attached hereto and incorporated herein by reference.

6
21

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

000218

2) Exhibit "A" shall be deleted in its entirety in the Restrictions and replaced with the Exhibit A, attached hereto and incorporated herein by reference.

3) Exhibit "C" shall be deleted in its entirety in the Restrictions and replaced with the Exhibit C, attached hereto and incorporated herein by reference.

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

Dated as of this 9th day of March, 2005

LR REAL ESTATE, LLC
By: VH Land, LLC, Its Sole Member
By: [Signature]
David P. Simon, Vice President

DSH REAL ESTATE, LLC
By: Veridian Development, LLC, Its Sole Member
By: [Signature]
David P. Simon, Vice President

DJK REAL ESTATE, LLC
By: Veridian Development, LLC, Its Sole Member
By: [Signature]
David P. Simon, Vice President

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me this 9th day of March, 2005, the above named David P. Simon 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]
Notary Public, State of Wisconsin
My Commission expires: 2/25/07

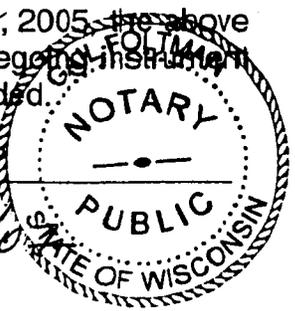


EXHIBIT A

000219

Lots 2-25, 103, 110-148, 149-274 of the Plat First Addition to Holland Fields, in the Town of Windsor, Dane County, Wisconsin

<u>091020321260</u>	<u>091020310660</u>	<u>091020313410</u>	<u>091020317750</u>	<u>091020368910</u>
<u>091020321370</u>	<u>091020310770</u>	<u>091020313520</u>	<u>091020318000</u>	<u>091020369020</u>
<u>091020321480</u>	<u>091020310880</u>	<u>091020313630</u>	<u>091020318250</u>	<u>091020369130</u>
<u>091020321590</u>	<u>091020310990</u>	<u>091020313740</u>	<u>091020307490</u>	<u>091020369240</u>
<u>091020321700</u>	<u>091020311100</u>	<u>091020313850</u>	<u>091020307600</u>	<u>091020369350</u>
<u>091020321810</u>	<u>091020311210</u>	<u>091020313960</u>	<u>091020307710</u>	<u>091020369460</u>
<u>091020321920</u>	<u>091020311320</u>	<u>091020314070</u>	<u>091020307820</u>	<u>091020369570</u>
<u>091020322030</u>	<u>091020311430</u>	<u>091020321080</u>	<u>091020307930</u>	<u>091020308680</u>
<u>091020322140</u>	<u>091020311540</u>	<u>091020314190</u>	<u>091020308040</u>	<u>091020308790</u>
<u>091020322250</u>	<u>091020311650</u>	<u>091020314300</u>	<u>091020308150</u>	<u>091020308900</u>
<u>091020322360</u>	<u>091020311760</u>	<u>091020314410</u>	<u>091020308260</u>	<u>091020309010</u>
<u>091020322470</u>	<u>091020311870</u>	<u>091020314520</u>	<u>091020308370</u>	<u>091020309120</u>
<u>091020322580</u>	<u>091020311980</u>	<u>091020314630</u>	<u>091020308480</u>	<u>091020309230</u>
<u>091020322690</u>	<u>091020312090</u>	<u>091020314740</u>	<u>091020367590</u>	<u>091020309340</u>
<u>091020316100</u>	<u>091020312200</u>	<u>091020314850</u>	<u>091020367700</u>	<u>091020309450</u>
<u>091020316210</u>	<u>091020312310</u>	<u>091020314960</u>	<u>091020367810</u>	<u>091020309560</u>
<u>091020316320</u>	<u>091020312420</u>	<u>091020315070</u>	<u>091020367920</u>	<u>091020309670</u>
<u>091020316430</u>	<u>091020312530</u>	<u>091020315180</u>	<u>091020368030</u>	<u>091020309780</u>
<u>091020316540</u>	<u>091020312640</u>	<u>091020315290</u>	<u>091020368140</u>	<u>091020309890</u>
<u>091020316650</u>	<u>091020312750</u>	<u>091020315400</u>	<u>091020368250</u>	<u>091020310000</u>
<u>091020316760</u>	<u>091020312860</u>	<u>091020315510</u>	<u>091020368360</u>	<u>091020310110</u>
<u>091020316870</u>	<u>091020312970</u>	<u>091020315620</u>	<u>091020368470</u>	<u>091020310220</u>
<u>091020316980</u>	<u>091020313080</u>	<u>091020315730</u>	<u>091020368580</u>	<u>091020310330</u>
<u>091020317090</u>	<u>091020313190</u>	<u>091020315840</u>	<u>091020368690</u>	<u>091020310440</u>
<u>091020317200</u>	<u>091020313300</u>	<u>091020315950</u>	<u>091020368800</u>	<u>091020310550</u>

091020317310

091020317420

091020317530

091020317640

EXHIBIT B

000221

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
2-25, 103, 110-274	200	700

Landscaping Elements

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

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

Third Amendment to Amended and Restated Declaration of Protective Covenants and Restrictions for Holland Fields, A Subdivision in the Town of Windsor, Dane County, WI

Document Number

Title of Document

WHEREAS, Windsor Development Corporation, a Wisconsin Corporation, caused to be placed of record certain protective covenants and restrictions (the "Covenants"), affecting the Plat of Holland Fields (the "Plat"), which Covenants were recorded on January 12, 2000, in the office of the Dane County Register of Deeds, as Document No. 3185258; and

WHEREAS, Great Neighborhoods, LLC, a Wisconsin Limited Liability Company, is the successor in interest to Windsor Development Corporation, and together with Windsor Development Corporation caused to be placed of record an amended and restated Declaration of Covenants and Restrictions, which was recorded on May 31, 2002, in the office of the Dane County Register of Deeds as Document No. 3495281 and Amendment to Amended and Restated Declaration of Protective Covenants, which was recorded in the office of the Dane County Register of Deeds as Document No. 3872557, and Second Amendment to Amended and Restated Declaration of Protective and Restrictions which was recorded in the office of the Dane County Register of Deeds as Document No. 3965751 (collectively with the Covenants, the "Restrictions"); and

WHEREAS, Developer 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 Restrictions.

NOW, THEREFORE, Developer does hereby, for itself, its successors and assigns amend the Restrictions as follows:

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

2) Paragraph E-8) Deck Options. All decks will need advance written approval from the Architectural Control Committee, as well as, advance written approval from the Town of Windsor. Lots 4-9, 11, 13-14, 19-23 shall be limited to the following two (2) options in regards to decks:

Option number one (1): Design the proposed deck additions so no part of the deck, including but not limited to the posts, floor, railings and / or steps or stairs to grade, extends into or over the Wetland Buffer Area: Dane County Zoning will issue a Zoning Permit for such a deck addition based on an approved site plan. Applicant will be responsible for providing accurate identification of the Wetland Buffer boundary on their lot (stakes or other markers) to facilitate field inspection. No verification survey will be required even if the proposed deck is located less than ten (10') feet from the Wetland Buffer Area.

DANE COUNTY REGISTER OF DEEDS

DOCUMENT # 49251000

02/28/2005 11:21:19AM

Trans. Fee:
Exempt #:

Sec. Fee: 17.00
Pages: 4

000666

Record this document with the Register of Deeds

Name and Return Address:
Gail Foltman
Veridian Homes
6801 South Town Drive
Madison, Wisconsin 53713

See Exhibit "A"
(Parcel Identification Number)

4/17

Option number two (2): Attempt to remove the Wetland Buffer and the prohibition on building within it on as shown on the Final Plat Map, Holland Fields by recording a Certified Survey Map ("CSM") to create a new legal description for the parcel. A brochure on CSM's may be obtained from the County Zoning Office. Note that the approval process for any new CSM may include consideration of why the wetlands buffer was needed when Holland Fields was platted.

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

[SIGNATURES ON NEXT PAGE]

Exhibit "A"

000669

The Property

0910-203-4002-6	0910-203-0090-1	0910-203-0497-1	0910-203-6314-1
0910-203-6003-1	0910-203-0101-1	0910-203-0508-1	0910-203-6325-1
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0910-203-3206-1	0910-203-0453-1	0910-203-6270-1	0910-203-6676-8
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0910-203-0079-1	0910-203-0486-1	0910-203-6303-1	

Second Amendment to Amended and Restated Declaration of Protective Covenants and Restrictions for Holland Fields, A Subdivision in the Town of Windsor, Dane County, WI

DANE COUNTY REGISTER OF DEEDS

DOCUMENT # 03/18/2504 10:44:00AM

Trans. Fee: 17.00
Executed By: _____

Rec. Fee: 17.00
Pages: 4

000084

Document Number Title of Document

WHEREAS, Windsor Development Corporation, a Wisconsin Corporation, caused to be placed of record certain protective covenants and restrictions (the "Covenants"), affecting the Plat of Holland Fields (the "Plat"), which Covenants were recorded on January 12, 2000, in the office of the Dane County Register of Deeds, as Document No. 3185258; and

WHEREAS, Great Neighborhoods, LLC, a Wisconsin Limited Liability Company, is the successor in interest to Windsor Development Corporation, and together with Windsor Development Corporation caused to be placed of record an amendment and restatement to the Covenants, which amendment and restatement was recorded in the office of the Dane County Register of Deeds as Document No. 3872557 (collectively with the Covenants, the "Restrictions"); and

Record this document with the Register of Deeds

Name and Return Address:

Gail Foltman
Veridian Homes
6801 South Town Drive
Madison, Wisconsin 53713

See Exhibit "A"
(Parcel Identification Number)

WHEREAS, as of June 3, 2003 GN transferred its rights and interest in the Plat to LP Real Estate, LLC, DSH Real Estate, LLC and DJK Real Estate (collectively the "Developer"); and

WHEREAS, Developer 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 Restrictions.

NOW, THEREFORE, Developer does hereby, for itself, its successors and assigns amend the Restrictions as follows:

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

2) Paragraph B-1), Land Use and Building Type, Subparagraph A) "Lot 11 is reserved for future development at Grantor's discretion and may include multi-unit apartment building (s)and/or condominium home(s) for owner and non-owner occupants or for the development of neighborhood commercial properties, all of which the Developer shall determine in the sole exercise of Developer's discretion."

3) Paragraph B-21), Slope and Swale Areas. "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. In order to control run off, all down spouts and down spout extenders

4/17

are to drain into a permeable area such as grass or a planting bed. Declarant and the Town of Windsor, Dane County has 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. 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 Town of Windsor. The Association shall establish procedures by which such decisions can be heard by the Board of Directors and decided by said Board."

000085

3) Paragraph E-7) **Wetland Buffer Area.** "Certain 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 the Town of Windsor prior to commencement. No temporarily or permanent structures shall be erected without prior written approval from the Association and may require prior written approval from the Town of Windsor. Raised decks and fences may be permissible with advance written consent of the Association and may require advance written consent of the Town of Windsor prior to commencement. 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."

4) Paragraph C-1) **Membership.** Shall be replaced in its entirety to read as follows: 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-8, in the Amended and Restated Declaration of Covenants and Restrictions for Holland Fields recorded in the Dane County Register of Deeds dated May 31, 2002 as Document Number 3495281. 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

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

{SIGNATURES ON NEXT PAGE}

Dated as of the 7th day of September, 2004.

000086

LP REAL ESTATE, LLC

By: Veridian Development, LLC, Its Sole Member

By: *David P. Simon*

David P. Simon, Vice President

DSH REAL ESTATE, LLC

By: Veridian Development, LLC, Its Sole Member

By: *David P. Simon*

David P. Simon, Vice President

DJK REAL ESTATE, LLC

By: Veridian Development, LLC, Its Sole Member

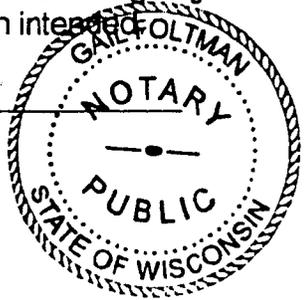
By: *David P. Simon*

David P. Simon, Vice President

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me this 7th day of September, 2004, the above named Jeffrey S. Rosenberg 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.

Gail Foltman
Notary Public, State of Wisconsin
My Commission expires: 2/25/07



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

The Property

~~001205~~

Lots 2 through 148 Inclusive of the Plat of Holland Fields, in the Village of DeForest, Wisconsin.

- | | | | |
|-----------------|-----------------|-----------------|-----------------|
| 0910-203-4002-6 | 0910-203-0090-1 | 0910-203-0497-1 | 0910-203-6314-1 |
| 0910-203-6003-1 | 0910-203-0101-1 | 0910-203-0508-1 | 0910-203-6325-1 |
| 0910-203-6015-1 | 0910-203-0112-1 | 0910-203-0519-1 | 0910-203-6336-1 |
| 0910-203-6026-1 | 0910-203-0123-1 | 0910-203-0530-1 | 0910-203-6347-1 |
| 0910-203-6037-1 | 0910-203-0134-1 | 0910-203-0541-1 | 0910-203-6358-1 |
| 0910-203-6048-1 | 0910-203-0145-1 | 0910-203-0552-1 | 0910-203-6369-1 |
| 0910-203-6059-1 | 0910-203-0156-1 | 0910-203-0563-1 | 0910-203-6380-1 |
| 0910-203-6070-1 | 0910-203-0167-1 | 0910-203-0574-1 | 0910-203-6391-0 |
| 0910-203-6081-1 | 0910-203-0178-1 | 0910-203-0585-1 | 0910-203-6402-0 |
| 0910-203-0002-1 | 0910-203-0189-1 | 0910-203-0596-1 | 0910-203-6413-1 |
| 0910-203-0013-1 | 0910-203-0200-1 | 0910-203-6097-1 | 0910-203-6424-1 |
| 0910-203-0024-1 | 0910-203-0211-1 | 0910-203-6108-1 | 0910-203-6435-1 |
| 0910-203-3005-1 | 0910-203-0222-1 | 0910-203-6119-1 | 0910-203-6446-1 |
| 0910-203-3016-1 | 0910-203-02331 | 0910-203-6130-1 | 0910-203-6457-1 |
| 0910-203-3027-1 | 0910-203-0244-1 | 0910-203-6141-1 | 0910-203-6467-1 |
| 0910-203-3038-1 | 0910-203-0255-1 | 0910-203-0602-1 | 0910-203-6478-8 |
| 0910-203-3049-1 | 0910-203-0266-1 | 0910-203-0613-1 | 0910-203-6489-5 |
| 0910-203-3060-1 | 0910-203-0277-1 | 0910-203-0624-1 | 0910-203-6500-9 |
| 0910-203-3071-1 | 0910-203-0288-1 | 0910-203-0635-1 | 0910-203-6511-6 |
| 0910-203-3082-1 | 0910-203-0299-1 | 0910-203-0646-1 | 0910-203-6522-3 |
| 0910-203-3093-1 | 0910-203-0310-1 | 0910-203-0657-1 | 0910-203-6533-0 |
| 0910-203-3104-1 | 0910-203-0321-1 | 0910-203-0668-1 | 0910-203-6545-1 |
| 0910-203-3115-1 | 0910-203-0332-1 | 0910-203-0679-1 | 0910-203-6556-1 |
| 0910-203-3126-1 | 0910-203-0343-1 | 0910-203-6160-1 | 0910-203-6567-1 |
| 0910-203-3137-1 | 0910-203-0354-1 | 0910-203-6171-1 | 0910-203-6578-1 |
| 0910-203-3148-1 | 0910-203-0365-1 | 0910-203-6182-1 | 0910-203-6588-5 |
| 0910-203-0039-1 | 0910-203-0376-1 | 0910-203-6193-1 | 0910-203-6599-2 |
| 0910-203-0050-1 | 0910-203-0387-2 | 0910-203-6204-1 | 0910-203-6610-6 |
| 0910-203-0061-1 | 0910-203-0398-1 | 0910-203-6215-1 | 0910-203-6621-3 |
| 0910-203-3162-1 | 0910-203-0409-1 | 0910-203-6226-1 | 0910-203-6632-0 |
| 0910-203-3173-1 | 0910-203-0420-1 | 0910-203-6237-1 | 0910-203-6643-7 |
| 0910-203-3184-1 | 0910-203-0431-1 | 0910-203-6248-1 | 0910-203-6654-4 |
| 0910-203-3195-1 | 0910-203-0442-1 | 0910-203-6259-1 | 0910-203-6665-1 |
| 0910-203-3206-1 | 0910-203-0453-1 | 0910-203-6270-1 | 0910-203-6676-8 |
| 0910-203-3217-1 | 0910-203-0464-1 | 0910-203-6281-0 | 0910-203-6687-5 |
| 0910-203-3228-1 | 0910-203-0475-1 | 0910-203-6292-0 | 0910-203-6698-2 |
| 0910-203-0079-1 | 0910-203-0486-1 | 0910-203-6303-1 | |

Document Number

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
34972557

02/12/2004 07:29:22AM

Trans. Fee:
Exempt #:

Rec. Fee: 17.00
Pages: 4

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**AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR HOLLAND FIELDS, A
SUBDIVISION IN THE TOWN OF WINDSOR, DANE
COUNTY, WI**

Record this document with the Register of Deeds

Name and Return Address:

Kay Millonzi
Veridian Homes
6801 South Towne Drive
Madison, Wisconsin 53713

See Exhibit A
(Parcel Identification Number)

WHEREAS, Windsor Development, Corporation, a Wisconsin Corporation ("WDC") and Great Neighborhoods ("GN") the previous Owner and Developer of the plat of Holland Fields, Town of Windsor, Dane County, WI (the "Plat") caused to be placed of record certain Protective Covenants and Restrictions (the "Restrictions") on the Plat which Restrictions were recorded on January 12, 2000, with the Dane County Register of Deeds office as Document No. 3185258, and amended and restated on May 31, 2002 with the Dane County Register of Deeds office as Document No. 3495281;

WHEREAS, Windsor Development, Corp. and Great Neighborhoods, LLC as of June 3, 2003 transferred its rights and interest in the Plat to LP Real Estate, LLC, DSH Real Estate, LLC and DJK Real Estate (the "Developer"); and

WHEREAS, Developer 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 Restrictions.

NOW, THEREFORE, Developer does hereby, for itself, its successors and assigns amend the Restrictions as follows:

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Restrictions.
- 2) All references to WDC and GN shall be replaced with "Developer" throughout the Restrictions;

- 3) Paragraph B-12); "Fences". The first sentence shall be replaced in its entirety with the following: "No fence shall be permitted unless approved by the ACC or its designated approving authority, prior to the start of construction.
- 4) Paragraph b-19); "Mailboxes" is replaced in its entirety with the following: "Developer will supply and install a mailbox for each Lot. The specific mailbox standards must be followed for mailbox type and style as approved and supplied by Developer. Owner will be responsible for maintenance of the mailbox in accordance with applicable postal regulations. If replacement is necessary, Owner will be responsible for the cost of replacement with a mailbox approved by the ACC."
- 5) Paragraph B-15); "Antennae/Wind Powered Electric Generators" shall be replaced in its entirety to read; "Satellite Dishes-Solar Panels-Radio Towers". "No satellite receiving dishes, solar panels or radio towers shall be allowed, except within the interior of a building, without the prior written approval of the ACC."
- 6) Paragraph E-5); "Notices". "Notices to Developer shall be sent to the attention of the Land Development Dept., Veridian Homes, LLC, at 6801 South Towne Drive, Madison, WI 53713."
- 7) Paragraph E-6); "Parade of Homes" So long as Developer shall own any Lot in Plats, Developer reserves the right to submit some or all of said lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event that some or all of said Lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration of Protective Covenants, Conditions and Restrictions shall, as to the lots enrolled in the Parade of Homes, for a limited period of time commencing 48 hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in this Plat pursuant to the then current Parade of Homes Rules and Checklist of the Madison Area Builders Association. All purchasers of Lots, and/or their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration of Protective Covenants, Conditions and Restrictions by the Developer, the Madison Area Builders Association, or any of the builders or participants in the Parade of Homes for the period of the Parade as set forth above, and the closing of any public or private streets in the Parade of Homes area. All Lot owners appoint the Developer as their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade of Homes.

Exhibit "A"

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The Property

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Lots 2 through 148 Inclusive of the Plat of Holland Fields, in the Village of DeForest, Wisconsin.

0910-203-4002-6	0910-203-0090-1	0910-203-0497-1	0910-203-6314-1
0910-203-6003-1	0910-203-0101-1	0910-203-0508-1	0910-203-6325-1
0910-203-6015-1	0910-203-0112-1	0910-203-0519-1	0910-203-6336-1
0910-203-6026-1	0910-203-0123-1	0910-203-0530-1	0910-203-6347-1
0910-203-6037-1	0910-203-0134-1	0910-203-0541-1	0910-203-6358-1
0910-203-6048-1	0910-203-0145-1	0910-203-0552-1	0910-203-6369-1
0910-203-6059-1	0910-203-0156-1	0910-203-0563-1	0910-203-6380-1
0910-203-6070-1	0910-203-0167-1	0910-203-0574-1	0910-203-6391-0
0910-203-6081-1	0910-203-0178-1	0910-203-0585-1	0910-203-6402-0
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0910-203-0013-1	0910-203-0200-1	0910-203-6097-1	0910-203-6424-1
0910-203-0024-1	0910-203-0211-1	0910-203-6108-1	0910-203-6435-1
0910-203-3005-1	0910-203-0222-1	0910-203-6119-1	0910-203-6446-1
0910-203-3016-1	0910-203-02331	0910-203-6130-1	0910-203-6457-1
0910-203-3027-1	0910-203-0244-1	0910-203-6141-1	0910-203-6467-1
0910-203-3038-1	0910-203-0255-1	0910-203-0602-1	0910-203-6478-8
0910-203-3049-1	0910-203-0266-1	0910-203-0613-1	0910-203-6489-5
0910-203-3060-1	0910-203-0277-1	0910-203-0624-1	0910-203-6500-9
0910-203-3071-1	0910-203-0288-1	0910-203-0635-1	0910-203-6511-6
0910-203-3082-1	0910-203-0299-1	0910-203-0646-1	0910-203-6522-3
0910-203-3093-1	0910-203-0310-1	0910-203-0657-1	0910-203-6533-0
0910-203-3104-1	0910-203-0321-1	0910-203-0668-1	0910-203-6545-1
0910-203-3115-1	0910-203-0332-1	0910-203-0679-1	0910-203-6556-1
0910-203-3126-1	0910-203-0343-1	0910-203-6160-1	0910-203-6567-1
0910-203-3137-1	0910-203-0354-1	0910-203-6171-1	0910-203-6578-1
0910-203-3148-1	0910-203-0365-1	0910-203-6182-1	0910-203-6588-5
0910-203-0039-1	0910-203-0376-1	0910-203-6193-1	0910-203-6599-2
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0910-203-0061-1	0910-203-0398-1	0910-203-6215-1	0910-203-6621-3
0910-203-3162-1	0910-203-0409-1	0910-203-6226-1	0910-203-6632-0
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0910-203-3206-1	0910-203-0453-1	0910-203-6270-1	0910-203-6676-8
0910-203-3217-1	0910-203-0464-1	0910-203-6281-0	0910-203-6687-5
0910-203-3228-1	0910-203-0475-1	0910-203-6292-0	0910-203-6698-2
0910-203-0079-1	0910-203-0486-1	0910-203-6303-1	

001101

Record this document with the Register of Deeds

Name and Return Address:
Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, WI 53703

Document Number

Title of Document

I. PREAMBLE AND INTRODUCTORY MATTERS

This Amended and Restated Declaration of Covenants and Restrictions for Holland Fields, a subdivision in the Town of Windsor, Dane County, Wisconsin (the "Declaration") is made by Windsor Development Corporation, a Wisconsin corporation ("WDC") and Great Neighborhoods, LLC, a Wisconsin Limited Liability Company ("GN") and is intended to affect land located in the Plat of Holland Fields, located in Dane County, Wisconsin, which lands are further described in Exhibit "A", attached hereto and incorporated herein by reference (the "Development").

WITNESSETH:

See attached

(Parcel Identification Number)

WHEREAS, WDC previously recorded a document entitled "Declaration of Covenants and Restrictions for Certain Lots in Holland Fields, a subdivision in the Town of Windsor, Dane County, Wisconsin" (the "Declaration"), which Declaration was recorded in the Office of the Register of Deeds for Dane County on January 12, 2000, as Document No. 3185258; and

WHEREAS, pursuant to paragraph (11) of the Declaration, WDC provided that the Declaration could be amended at any time by an instrument signed by not less than 90% of the lot owners; and

WHEREAS, at this time, WDC owns in excess of 90% of all lots in the Plat of Holland Fields; and

WHEREAS, Developer is contemporaneously herewith selling its interest in all of the lots which it owns to GN, and intends to assign to GN, as permitted under paragraph (18) of the Declaration, its rights as Developer under the terms of the Declaration, including the right to further amend the Declaration, subject to the conditions set forth therein; and

WHEREAS, WDC and GN think it desirable to amend and restate the Declaration, in order to provide for an association of homeowners, and other matters, that they deem necessary and desirable in connection with the Development;

NOW, THEREFORE, WDC, as the Developer under the terms of the Declaration does hereby take the following actions with respect to the Declaration and its powers and duties in connection therewith, all of which are consented to and joined in by GN.

1) **Assignment.** Effective upon the recording of this document in the Office of the Dane County Register of Deeds, GN shall be substituted for WDC as the Developer under the terms of the Declaration as amended and restated herein and shall succeed to WDC's rights, powers and duties under said Declaration as so amended. GN hereby accepts such assignment, and agrees to act as the Developer under the Declaration as so amended. GN shall not be liable for any acts or omissions of WDC as the Developer prior to the date of such recording, and WDC shall not be liable for any acts or omissions of GN as the Developer subsequent to the date of such recording. As used herein, the term "Developer" shall mean and refer to WDC prior to the date of the recording of this document and GN, subsequent to the date of the recording this document.

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II. **AMENDMENT AND RESTATEMENT OF DECLARATION**

Part A

DEFINITIONS AND ASSOCIATION MATTERS

A-1) **Definitions.**

A) "Association" shall mean and refer to the Holland Fields' Homeowners Association, Inc., and its successors and assigns, which has been contemporaneously herewith organized by GN.

B) [Intentionally Omitted.]

C) The terms "Lot," "Property" or "Properties" shall mean and refer to the lots described in Exhibit "A", previously conveyed by WDC to an Owner or now owned by WDC, the latter to be conveyed contemporaneously herewith to GN, but which GN in the future intends to convey to purchasers who shall thereupon become members of the Association, and any additions thereto designated by the Developer or the Association in any subsequent amendment to this Declaration. Developer reserves the right to subject to the terms of this Declaration, without the consent of the Association or any other Owner, Occupant or their mortgagees, additional lands by written instrument specifically referring to this Declaration and describing the additional lands subject to this Declaration.

D) "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", whether now owned or hereafter required. A purchaser of any of said Properties by land contract shall be referred to as "Owner" instead of the land contract vendor.

E) "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.

F) "Book of Regulations" shall mean and refer to a document containing the resolutions setting forth the rules, regulations and policies established and adopted by the Board of Directors of the Association, or its members, as the case may be, 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 Lot owned except as set forth in 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.

A-3) Covenant for Maintenance and Assessments.

A) Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each current Owner, and any future 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) Such special assessments as may from time to time be imposed as hereinafter provided.

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Assessments may be imposed for any of the following purposes:

- 1) To pay for the costs and expenses of publishing a periodic newsletter or other, similar publication and a neighborhood directory and updates thereof;
- 2) To defray the reasonable expenses of running the Association;
- 3) To pay legal and other fees, charges and expenses incurred in connection with enforcing this Declaration and exercising and enforcing the rights, powers and duties of the Architectural Control Committee;
- 4) To pay the costs of maintaining any fences, signs or landscaping which are of benefit to the Association or are for the common use and enjoyment of the Association, whether on public or private property, which are the Association's obligation to maintain hereunder or under the terms of the Plat or as otherwise determined by the Association at any time in the future;

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 purposes stated above.
- 2) Basis for Assessment. Subject to the above limitation, each Property which has been certified for occupancy by the appropriate governmental entity 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.
- 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 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) Land Use And Building Type. Except for the Multi-Family Property, as that term is defined in Part D, below, 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 "B," attached hereto and incorporated herein by reference.

B-2) 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-3) Dwellings And Landscaping. Except for the Multi-Family Property, the landscaping to be installed on all Lots must meet or exceed the minimum number of points set forth in Exhibit "C," attached hereto and incorporated herein by reference, for foundation planting and cumulative total landscaping points, including foundation planting points. The point value for all landscaping shall be calculated using the schedule attached hereto as Exhibit "D," and incorporated herein by reference. 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, or the Association, as the case may be, 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 A above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

B-4) Vehicle And/Or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any part of the Property 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 any Lot except in an enclosed garage.

B-5) 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-6) 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 or 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-7) 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-8) 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-9) Signs. No sign of any kind shall be displayed to the public view on any Lot except, as approved by the Architectural Control Committee. Signs without regard to size used by the Developer, to advertise the property during the construction and sales period or to identify the subdivision and/or its Developer, are permitted without such approval so long as Developer owns any part of the Property.

B-10) 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-11) 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 Lot.

B-12) 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-13) 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 fences shall

be constructed of wood and shall be first approved in terms of material and location by the Committee following the standards and criteria outlined on Exhibit "E" 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-14) Outbuildings. No outbuilding or accessory building of any nature shall be erected on any Lot.

B-15) 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-16) 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-17) 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-18) Lighting. Exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots.

B-19) Mailboxes. Mailboxes serving each home in the neighborhood shall be provided by the Developer and shall be replaced if necessary, with a mailbox identical in all respects with that originally provided .

B-20) Pre-Existing Improvements. Certain Lots have had improvements constructed on such Lots or approved by the prior Committee in writing, prior to the date of this Amended and Restated Declaration. To the extent that the improvements located or to be located on such Lots were duly authorized and permitted pursuant to the terms of the Declaration prior to the date hereof, nothing contained herein shall require that an Owner thereof alter, change or reconstruct or rebuild the improvements previously approved and constructed by such Owner. Any additions which such Owner may desire to make in the future, or any of the activities of Owner which may be the subject of this Amended and Restated Declaration shall be subject to all terms, covenants and conditions hereof.

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: Lost Creek 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 MULTI-FAMILY PROPERTY

D-1) Description of Multi-Family Property. The Lots described in Exhibit "F," attached hereto and incorporated herein by reference, are the Lots on which multi-family structures are allowed to be constructed. The maximum number of dwelling units which may be constructed on said Multi-Family Lots is described in Exhibit "F." All of such Multi-Family Lots shall be subject to the maximum densities described in Exhibit "F," unless a different density is approved by the Committee, the Town of Windsor and any other governmental authority having jurisdiction over such Lots. The approval of the Committee as to a change in density on such Lots may be granted or withheld in the sole exercise of the Committee's discretion.

001202

D-2) Applicability of Declaration. Unless specifically excluded herein, the Multi-Family Lots shall be subject to all terms, covenants and conditions of this Declaration, including, but not limited to, review of all plans by the Committee. The Committee reserves the right to require that developers of structures on the Multi-Family Lots provide the Committee with such additional plans and specifications as the Committee may deem necessary or desirable to evaluate the proposed construction on a Multi-Family Lot.

D-3) Assessments. For the purpose of the assessments permitted under Section A-3 above, each Multi-Family Lot shall, regardless of the number of units located on said Lot, be assessed at a uniform rate with residential lots in the Development. Each Multi-Family Lot shall have one vote in the Association and the Owner of such Multi-Family Lot shall be considered for all purposes as a single member of the Association, all in accordance with Part A, above.

D-4) Architectural Control for Lot 2. Notwithstanding anything else set forth herein, it is agreed between WDC and GN that WDC shall have the right to act as the Committee with respect to plan review and architectural control approvals concerning Lot 2 of the Development until such time as the initial improvements are completed on Lot 2. After the completion of such initial improvements, the terms of this Declaration shall control and WDC shall no longer act as the Committee with respect to Lot 2. In acting as the Committee with respect to Lot 2, WDC shall be bound by the terms, covenants and conditions of this Declaration and in addition, shall provide to GN complete copies of all plans and specifications required to be reviewed by WDC herein, for GN's review and consent, which consent shall not be unreasonably withheld, delayed or conditioned. WDC shall defer to GN's consent and shall adopt the terms, covenants and conditions of GN's consent with respect to development of Lot 2 as WDC's own, subject only to WDC's duties under an agreement with the purchaser of Lot 2 relating to architectural control and plan review and approval.

Part E GENERAL PROVISIONS

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

E-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.

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 affect.

E-4) Amendment. At any time until Developer conveys all of the Lots which comprise the entire Property, 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.

IN WITNESS WHEREOF, the said Windsor Development Corporation, a Wisconsin corporation, has caused these presents to be signed and sealed this 24th day of May, 2002.

WINDSOR DEVELOPMENT CORPORATION,
a Wisconsin Corporation

By: 
John R. DeWitt, President

Consented to this 23rd day of May, 2002.

GREAT NEIGHBORHOODS, LLC, a
Wisconsin Limited Liability Company

By: [Signature]
David P. Simon, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

001201

Personally came before me this 24th day of May, 2002, the
above named John R. DeWitt, 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]

Notary Public, State of Wisconsin
My Commission expires: is permanent.

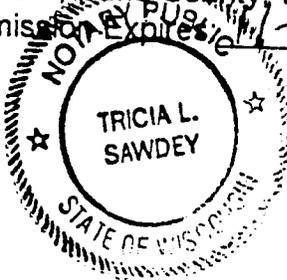
ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me this 23rd day of May,
2002, David P. Simon, President of Don Simon Homes, Inc. a Wisconsin Corporation to
me know to be such person and officer who executed the foregoing instrument and
acknowledged that he executed the same as such officers, by his authority for the
purposes therein contained.

[Signature]

Notary Public, Dane County, Wisconsin
My Commission Expires: 11-10-2003



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

Exhibit "A"

The Property

001205

Lots 2 through 148 Inclusive of the Plat of Holland Fields, in the Village of DeForest, Wisconsin.

0910-203-4002-6	0910-203-0090-1	0910-203-0497-1	0910-203-6314-1
0910-203-6003-1	0910-203-0101-1	0910-203-0508-1	0910-203-6325-1
0910-203-6015-1	0910-203-0112-1	0910-203-0519-1	0910-203-6336-1
0910-203-6026-1	0910-203-0123-1	0910-203-0530-1	0910-203-6347-1
0910-203-6037-1	0910-203-0134-1	0910-203-0541-1	0910-203-6358-1
0910-203-6048-1	0910-203-0145-1	0910-203-0552-1	0910-203-6369-1
0910-203-6059-1	0910-203-0156-1	0910-203-0563-1	0910-203-6380-1
0910-203-6070-1	0910-203-0167-1	0910-203-0574-1	0910-203-6391-0
0910-203-6081-1	0910-203-0178-1	0910-203-0585-1	0910-203-6402-0
0910-203-0002-1	0910-203-0189-1	0910-203-0596-1	0910-203-6413-1
0910-203-0013-1	0910-203-0200-1	0910-203-6097-1	0910-203-6424-1
0910-203-0024-1	0910-203-0211-1	0910-203-6108-1	0910-203-6435-1
0910-203-3005-1	0910-203-0222-1	0910-203-6119-1	0910-203-6446-1
0910-203-3016-1	0910-203-0233-1	0910-203-6130-1	0910-203-6457-1
0910-203-3027-1	0910-203-0244-1	0910-203-6141-1	0910-203-6467-1
0910-203-3038-1	0910-203-0255-1	0910-203-0602-1	0910-203-6478-8
0910-203-3049-1	0910-203-0266-1	0910-203-0613-1	0910-203-6489-5
0910-203-3060-1	0910-203-0277-1	0910-203-0624-1	0910-203-6500-9
0910-203-3071-1	0910-203-0288-1	0910-203-0635-1	0910-203-6511-6
0910-203-3082-1	0910-203-0299-1	0910-203-0646-1	0910-203-6522-3
0910-203-3093-1	0910-203-0310-1	0910-203-0657-1	0910-203-6533-0
0910-203-3104-1	0910-203-0321-1	0910-203-0668-1	0910-203-6545-1
0910-203-3115-1	0910-203-0332-1	0910-203-0679-1	0910-203-6556-1
0910-203-3126-1	0910-203-0343-1	0910-203-6160-1	0910-203-6567-1
0910-203-3137-1	0910-203-0354-1	0910-203-6171-1	0910-203-6578-1
0910-203-3148-1	0910-203-0365-1	0910-203-6182-1	0910-203-6588-5
0910-203-0039-1	0910-203-0376-1	0910-203-6193-1	0910-203-6599-2
0910-203-0050-1	0910-203-0387-2	0910-203-6204-1	0910-203-6610-6
0910-203-0061-1	0910-203-0398-1	0910-203-6215-1	0910-203-6621-3
0910-203-3162-1	0910-203-0409-1	0910-203-6226-1	0910-203-6632-0
0910-203-3173-1	0910-203-0420-1	0910-203-6237-1	0910-203-6643-7
0910-203-3184-1	0910-203-0431-1	0910-203-6248-1	0910-203-6654-4
0910-203-3195-1	0910-203-0442-1	0910-203-6259-1	0910-203-6665-1
0910-203-3206-1	0910-203-0453-1	0910-203-6270-1	0910-203-6676-8
0910-203-3217-1	0910-203-0464-1	0910-203-6281-0	0910-203-6687-5
0910-203-3228-1	0910-203-0475-1	0910-203-6292-0	0910-203-6698-2
0910-203-0079-1	0910-203-0486-1	0910-203-6303-1	

EXHIBIT "B"

Minimum Dwelling Unit Sizes

001200

<u>LOTS</u>	<u>TYPE</u>	<u>MINIMUM SQUARE FOOTAGE</u>
3-7, 126-132, 140-148	Ranch (single story)	1,400
	2-Story	1,700
	Multi-Level	1,300

NOTE: If no minimum dwelling unit sizes are specified in this Exhibit "B" for this phase, then Developer reserves the right to impose minimum dwelling unit sizes at a later date by an Amendment to the Declaration.

EXHIBIT "C"

Minimum Points and Total Points for Landscaping

001207

Lots	Minimum Points For Foundation Plantings	Total Minimum Landscaping Points
3-7	200	700
126-132	200	700
140-148	200	700

EXHIBIT "D"

001208

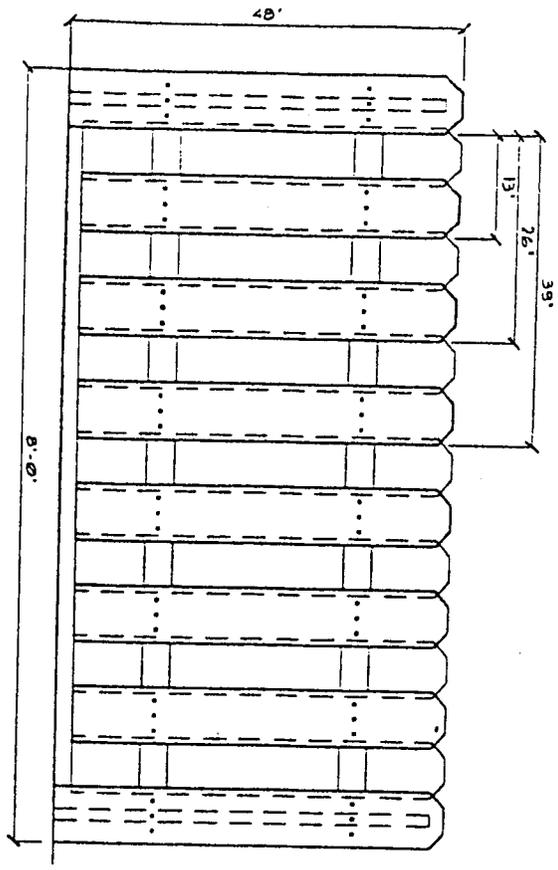
Landscaping Elements

<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

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 Architectural Control Committee) for approval.

EXHIBIT "E"

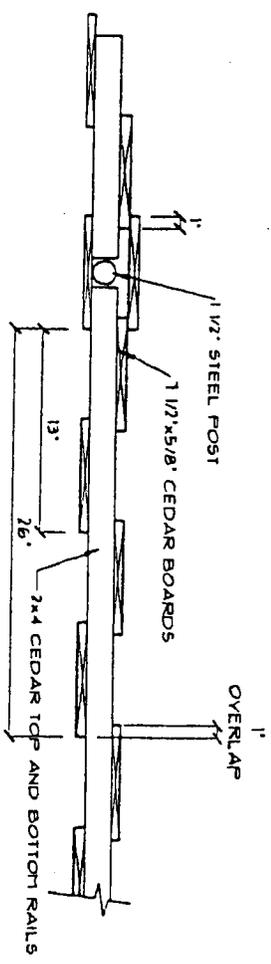
Fence Details



ELEVATION TYPICAL 8'-0" SECTION

SCALE: 3/4" = 1'-0"

4'0" BOARD ON BOARD FENCE DETAIL



PLAN DETAIL 8'-0" SECTION

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

NOTE: 4x4 POSTS TO BE BROWN TREATED WOOD

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

H:\DRAWINGS\DETAILS\FENCE.DWG - BOLFENCE.DWG

Model: BOARD ON BOARD FENCE Location:	Drawn By: _____ Date: 9-9-99 Revised: _____	Customer Approval: _____ / 1/99 Customer Approval: _____ / 1/99 DSII Approval: _____ / 1/99	DON SIMON HOMES We Make Building Easy 2800 Royal Avenue - Madison, WI 53713 (608)223-2626 Fax: (608)223-0623 © Copyright 1999 Don Simon Homes Inc. Protected Under Architectural Works Copyright Protection Act of 1990.
	Do Not Scale Note: All dimensions are stud to stud		

EXHIBIT "F"

Description of Multi-Family Lots

002210

Lot Number	Intended Use	Maximum # of Units
2	Apartments	57
11	Townhomes/Apartments	15
64	Apartments	100
65	Duplex	2
66	Duplex	2
67	Duplex	2
68	Duplex	2
69	Duplex	2
70	Duplex	2
71	Apartments	24
91	Duplex	2
92	Duplex	2
93	Duplex	2
133	Duplex	2
134	Duplex	2
136	Duplex	2
137	Apartments	53
138	4-Plex	4
139	Duplex	2

Amended and Restated Declaration of
Covenants and Restrictions for Holland Fields,
a Subdivision in the Town of Windsor, Dane
County, Wisconsin

Document Number

Title of Document

I. PREAMBLE AND INTRODUCTORY MATTERS

This Amended and Restated Declaration of Covenants and Restrictions for Holland Fields, a subdivision in the Town of Windsor, Dane County, Wisconsin (the "Declaration") is made by Windsor Development Corporation, a Wisconsin corporation ("WDC") and Great Neighborhoods, LLC, a Wisconsin Limited Liability Company ("GN") and is intended to affect land located in the Plat of Holland Fields, located in Dane County, Wisconsin, which lands are further described in Exhibit "A", attached hereto and incorporated herein by reference (the "Development").

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
05/31/2002 11:59:56AM

05/31/2002 11:59:56AM

Trans. Fee:
Exempt #:

Rec. Fee: 49.00
Pages: 26

001101

Record this document with the Register of Deeds

Name and Return Address:
Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, WI 53703

WITNESSETH:

see attached

(Parcel Identification Number)

WHEREAS, WDC previously recorded a document entitled "Declaration of Covenants and Restrictions for Certain Lots in Holland Fields, a subdivision in the Town of Windsor, Dane County, Wisconsin" (the "Declaration"), which Declaration was recorded in the Office of the Register of Deeds for Dane County on January 12, 2000, as Document No. 3185258; and

WHEREAS, pursuant to paragraph (11) of the Declaration, WDC provided that the Declaration could be amended at any time by an instrument signed by not less than 90% of the lot owners; and

WHEREAS, at this time, WDC owns in excess of 90% of all lots in the Plat of Holland Fields; and

WHEREAS, Developer is contemporaneously herewith selling its interest in all of the lots which it owns to GN, and intends to assign to GN, as permitted under paragraph (18) of the Declaration, its rights as Developer under the terms of the Declaration, including the right to further amend the Declaration, subject to the conditions set forth therein; and

WHEREAS, WDC and GN think it desirable to amend and restate the Declaration, in order to provide for an association of homeowners, and other matters, that they deem necessary and desirable in connection with the Development;

NOW, THEREFORE, WDC, as the Developer under the terms of the Declaration does hereby take the following actions with respect to the Declaration and its powers and duties in connection therewith, all of which are consented to and joined in by GN.

1) **Assignment.** Effective upon the recording of this document in the Office of the Dane County Register of Deeds, GN shall be substituted for WDC as the Developer under the terms of the Declaration as amended and restated herein and shall succeed to WDC's rights, powers and duties under said Declaration as so amended. GN hereby accepts such assignment, and agrees to act as the Developer under the Declaration as so amended. GN shall not be liable for any acts or omissions of WDC as the Developer prior to the date of such recording, and WDC shall not be liable for any acts or omissions of GN as the Developer subsequent to the date of such recording. As used herein, the term "Developer" shall mean and refer to WDC prior to the date of the recording of this document and GN, subsequent to the date of the recording this document.

001102
II. **AMENDMENT AND RESTATEMENT OF DECLARATION**

Part A

DEFINITIONS AND ASSOCIATION MATTERS

A-1) **Definitions.**

A) "Association" shall mean and refer to the Holland Fields' Homeowners Association, Inc., and its successors and assigns, which has been contemporaneously herewith organized by GN.

B) [Intentionally Omitted.]

C) The terms "Lot," "Property" or "Properties" shall mean and refer to the lots described in Exhibit "A", previously conveyed by WDC to an Owner or now owned by WDC, the latter to be conveyed contemporaneously herewith to GN, but which GN in the future intends to convey to purchasers who shall thereupon become members of the Association, and any additions thereto designated by the Developer or the Association in any subsequent amendment to this Declaration. Developer reserves the right to subject to the terms of this Declaration, without the consent of the Association or any other Owner, Occupant or their mortgagees, additional lands by written instrument specifically referring to this Declaration and describing the additional lands subject to this Declaration.

D) "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", whether now owned or hereafter required. A purchaser of any of said Properties by land contract shall be referred to as "Owner" instead of the land contract vendor.

E) "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.

001193

F) "Book of Regulations" shall mean and refer to a document containing the resolutions setting forth the rules, regulations and policies established and adopted by the Board of Directors of the Association, or its members, as the case may be, 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 Lot owned except as set forth in 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.

A-3) Covenant for Maintenance and Assessments.

A) Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each current Owner, and any future 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) Such special assessments as may from time to time be imposed as hereinafter provided.

Assessments may be imposed for any of the following purposes:

- 1) To pay for the costs and expenses of publishing a periodic newsletter or other, similar publication and a neighborhood directory and updates thereof;
- 2) To defray the reasonable expenses of running the Association;
- 3) To pay legal and other fees, charges and expenses incurred in connection with enforcing this Declaration and exercising and enforcing the rights, powers and duties of the Architectural Control Committee;
- 4) To pay the costs of maintaining any fences, signs or landscaping which are of benefit to the Association or are for the common use and enjoyment of the Association, whether on public or private property, which are the Association's obligation to maintain hereunder or under the terms of the Plat or as otherwise determined by the Association at any time in the future;

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 purposes stated above.

2) Basis for Assessment. Subject to the above limitation, each Property which has been certified for occupancy by the appropriate governmental entity 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.

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 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) Land Use And Building Type. Except for the Multi-Family Property, as that term is defined in Part D, below, 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 "B," attached hereto and incorporated herein by reference.

B-2) 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-3) Dwellings And Landscaping. Except for the Multi-Family Property, the landscaping to be installed on all Lots must meet or exceed the minimum number of points set forth in Exhibit "C," attached hereto and incorporated herein by reference, for foundation planting and cumulative total landscaping points, including foundation planting points. The point value for all landscaping shall be calculated using the schedule attached hereto as Exhibit "D," and incorporated herein by reference. 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, or the Association, as the case may be, 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 A above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

B-4) Vehicle And/Or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any part of the Property 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 any Lot except in an enclosed garage.

B-5) 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-6) 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 or 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-7) 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-8) 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-9) Signs. No sign of any kind shall be displayed to the public view on any Lot except, as approved by the Architectural Control Committee. Signs without regard to size used by the Developer, to advertise the property during the construction and sales period or to identify the subdivision and/or its Developer, are permitted without such approval so long as Developer owns any part of the Property.

B-10) 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-11) 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 Lot.

B-12) 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-13) 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 fences shall

be constructed of wood and shall be first approved in terms of material and location by the Committee following the standards and criteria outlined on Exhibit "E" 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-14) Outbuildings. No outbuilding or accessory building of any nature shall be erected on any Lot.

B-15) 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-16) 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-17) 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-18) Lighting. Exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots.

B-19) Mailboxes. Mailboxes serving each home in the neighborhood shall be provided by the Developer and shall be replaced if necessary, with a mailbox identical in all respects with that originally provided .

B-20) Pre-Existing Improvements. Certain Lots have had improvements constructed on such Lots or approved by the prior Committee in writing, prior to the date of this Amended and Restated Declaration. To the extent that the improvements located or to be located on such Lots were duly authorized and permitted pursuant to the terms of the Declaration prior to the date hereof, nothing contained herein shall require that an Owner thereof alter, change or reconstruct or rebuild the improvements previously approved and constructed by such Owner. Any additions which such Owner may desire to make in the future, or any of the activities of Owner which may be the subject of this Amended and Restated Declaration shall be subject to all terms, covenants and conditions hereof.

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: Lost Creek 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 MULTI-FAMILY PROPERTY

D-1) Description of Multi-Family Property. The Lots described in Exhibit "F," attached hereto and incorporated herein by reference, are the Lots on which multi-family structures are allowed to be constructed. The maximum number of dwelling units which may be constructed on said Multi-Family Lots is described in Exhibit "F." All of such Multi-Family Lots shall be subject to the maximum densities described in Exhibit "F," unless a different density is approved by the Committee, the Town of Windsor and any other governmental authority having jurisdiction over such Lots. The approval of the Committee as to a change in density on such Lots may be granted or withheld in the sole exercise of the Committee's discretion.

D-2) Applicability of Declaration. Unless specifically excluded herein, the Multi-Family Lots shall be subject to all terms, covenants and conditions of this Declaration, including, but not limited to, review of all plans by the Committee. The Committee reserves the right to require that developers of structures on the Multi-Family Lots provide the Committee with such additional plans and specifications as the Committee may deem necessary or desirable to evaluate the proposed construction on a Multi-Family Lot.

D-3) Assessments. For the purpose of the assessments permitted under Section A-3 above, each Multi-Family Lot shall, regardless of the number of units located on said Lot, be assessed at a uniform rate with residential lots in the Development. Each Multi-Family Lot shall have one vote in the Association and the Owner of such Multi-Family Lot shall be considered for all purposes as a single member of the Association, all in accordance with Part A, above.

D-4) Architectural Control for Lot 2. Notwithstanding anything else set forth herein, it is agreed between WDC and GN that WDC shall have the right to act as the Committee with respect to plan review and architectural control approvals concerning Lot 2 of the Development until such time as the initial improvements are completed on Lot 2. After the completion of such initial improvements, the terms of this Declaration shall control and WDC shall no longer act as the Committee with respect to Lot 2. In acting as the Committee with respect to Lot 2, WDC shall be bound by the terms, covenants and conditions of this Declaration and in addition, shall provide to GN complete copies of all plans and specifications required to be reviewed by WDC herein, for GN's review and consent, which consent shall not be unreasonably withheld, delayed or conditioned. WDC shall defer to GN's consent and shall adopt the terms, covenants and conditions of GN's consent with respect to development of Lot 2 as WDC's own, subject only to WDC's duties under an agreement with the purchaser of Lot 2 relating to architectural control and plan review and approval.

Part E
GENERAL PROVISIONS

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

E-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.

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 affect.

E-4) Amendment. At any time until Developer conveys all of the Lots which comprise the entire Property, 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.

IN WITNESS WHEREOF, the said Windsor Development Corporation, a Wisconsin corporation, has caused these presents to be signed and sealed this 24th day of May, 2002.

WINDSOR DEVELOPMENT CORPORATION,
a Wisconsin Corporation

By: John R. DeWitt
John R. DeWitt, President

Consented to this 23rd day of May, 2002.

GREAT NEIGHBORHOODS, LLC, a
Wisconsin Limited Liability Company

By: [Signature]
David P. Simon, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

001201

Personally came before me this 24th day of May, 2002, the
above named John R. DeWitt, 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.

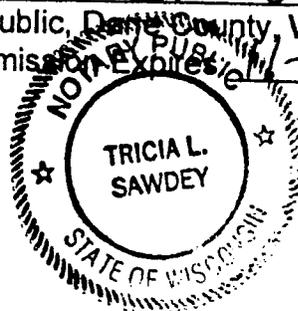
[Signature]
Notary Public, State of Wisconsin
My Commission expires: is permanent.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me this 23rd day of May,
2002, David P. Simon, President of Don Simon Homes, Inc. a Wisconsin Corporation to
me know to be such person and officer who executed the foregoing instrument and
acknowledged that he executed the same as such officers, by his authority for the
purposes therein contained.

[Signature]
Notary Public, Dane County, Wisconsin
My Commission Expires: 11-10-2003



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

Exhibit "A"

The Property

001205

Lots 2 through 148 Inclusive of the Plat of Holland Fields, in the Village of DeForest, Wisconsin.

0910-203-4002-6	0910-203-0090-1	0910-203-0497-1	0910-203-6314-1
0910-203-6003-1	0910-203-0101-1	0910-203-0508-1	0910-203-6325-1
0910-203-6015-1	0910-203-0112-1	0910-203-0519-1	0910-203-6336-1
0910-203-6026-1	0910-203-0123-1	0910-203-0530-1	0910-203-6347-1
0910-203-6037-1	0910-203-0134-1	0910-203-0541-1	0910-203-6358-1
0910-203-6048-1	0910-203-0145-1	0910-203-0552-1	0910-203-6369-1
0910-203-6059-1	0910-203-0156-1	0910-203-0563-1	0910-203-6380-1
0910-203-6070-1	0910-203-0167-1	0910-203-0574-1	0910-203-6391-0
0910-203-6081-1	0910-203-0178-1	0910-203-0585-1	0910-203-6402-0
0910-203-0002-1	0910-203-0189-1	0910-203-0596-1	0910-203-6413-1
0910-203-0013-1	0910-203-0200-1	0910-203-6097-1	0910-203-6424-1
0910-203-0024-1	0910-203-0211-1	0910-203-6108-1	0910-203-6435-1
0910-203-3005-1	0910-203-0222-1	0910-203-6119-1	0910-203-6446-1
0910-203-3016-1	0910-203-02331	0910-203-6130-1	0910-203-6457-1
0910-203-3027-1	0910-203-0244-1	0910-203-6141-1	0910-203-6467-1
0910-203-3038-1	0910-203-0255-1	0910-203-0602-1	0910-203-6478-8
0910-203-3049-1	0910-203-0266-1	0910-203-0613-1	0910-203-6489-5
0910-203-3060-1	0910-203-0277-1	0910-203-0624-1	0910-203-6500-9
0910-203-3071-1	0910-203-0288-1	0910-203-0635-1	0910-203-6511-6
0910-203-3082-1	0910-203-0299-1	0910-203-0646-1	0910-203-6522-3
0910-203-3093-1	0910-203-0310-1	0910-203-0657-1	0910-203-6533-0
0910-203-3104-1	0910-203-0321-1	0910-203-0668-1	0910-203-6545-1
0910-203-3115-1	0910-203-0332-1	0910-203-0679-1	0910-203-6556-1
0910-203-3126-1	0910-203-0343-1	0910-203-6160-1	0910-203-6567-1
0910-203-3137-1	0910-203-0354-1	0910-203-6171-1	0910-203-6578-1
0910-203-3148-1	0910-203-0365-1	0910-203-6182-1	0910-203-6588-5
0910-203-0039-1	0910-203-0376-1	0910-203-6193-1	0910-203-6599-2
0910-203-0050-1	0910-203-0387-2	0910-203-6204-1	0910-203-6610-6
0910-203-0061-1	0910-203-0398-1	0910-203-6215-1	0910-203-6621-3
0910-203-3162-1	0910-203-0409-1	0910-203-6226-1	0910-203-6632-0
0910-203-3173-1	0910-203-0420-1	0910-203-6237-1	0910-203-6643-7
0910-203-3184-1	0910-203-0431-1	0910-203-6248-1	0910-203-6654-4
0910-203-3195-1	0910-203-0442-1	0910-203-6259-1	0910-203-6665-1
0910-203-3206-1	0910-203-0453-1	0910-203-6270-1	0910-203-6676-8
0910-203-3217-1	0910-203-0464-1	0910-203-6281-0	0910-203-6687-5
0910-203-3228-1	0910-203-0475-1	0910-203-6292-0	0910-203-6698-2
0910-203-0079-1	0910-203-0486-1	0910-203-6303-1	

EXHIBIT "B"

Minimum Dwelling Unit Sizes

001206

<u>LOTS</u>	<u>TYPE</u>	<u>MINIMUM SQUARE FOOTAGE</u>
3-7, 126-132, 140-148	Ranch (single story)	1,400
	2-Story	1,700
	Multi-Level	1,300

NOTE: If no minimum dwelling unit sizes are specified in this Exhibit "B" for this phase, then Developer reserves the right to impose minimum dwelling unit sizes at a later date by an Amendment to the Declaration.

EXHIBIT "C"

Minimum Points and Total Points for Landscaping

001207

Lots	Minimum Points For Foundation Plantings	Total Minimum Landscaping Points
3-7	200	700
126-132	200	700
140-148	200	700

EXHIBIT "D"

001208

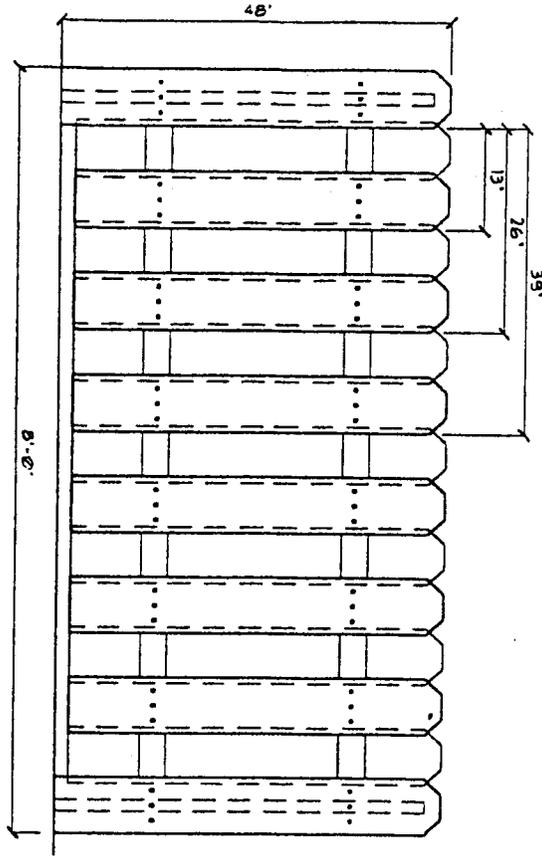
Landscaping Elements

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

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 Architectural Control Committee) for approval.

EXHIBIT "E"

Fence Details

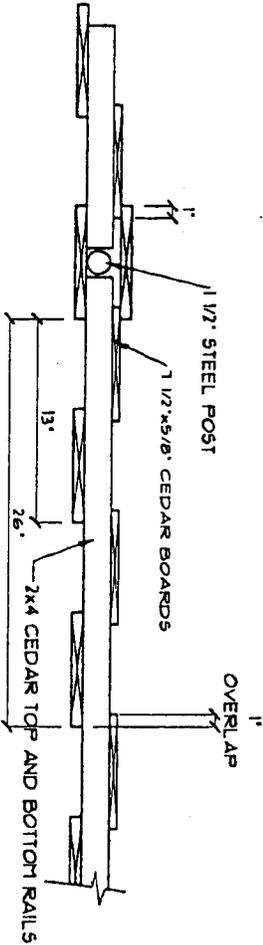


ELEVATION TYPICAL 8'-0"

SECTION

SCALE: 3/4" = 1'-0"

**4"Ø BOARD ON BOARD
FENCE DETAIL**



PLAN DETAIL 8'-0" SECTION

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

NOTE: 4x4 POSTS TO BE BROWN TREATED WOOD

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

H:\DRAWINGS\DETAILS\FENCE.DWG - BORDENCE.DWG

Model: BOARD ON BOARD FENCE	Drawn By:	Customer Approval: _____ / / 1999
	Date: 9-9-99	Customer Approval: _____ / / 1999
Location:	Revised:	DSH Approval: _____ / / 1999

Do Not Scale
Note: All dimensions are subject to change.

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 etc.

DON SIMON HOMES
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EXHIBIT "F"

Description of Multi-Family Lots

001210

Lot Number	Intended Use	Maximum # of Units
2	Apartments	57
11	Townhomes/Apartments	15
64	Apartments	100
65	Duplex	2
66	Duplex	2
67	Duplex	2
68	Duplex	2
69	Duplex	2
70	Duplex	2
71	Apartments	24
91	Duplex	2
92	Duplex	2
93	Duplex	2
133	Duplex	2
134	Duplex	2
136	Duplex	2
137	Apartments	53
138	4-Plex	4
139	Duplex	2