

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

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Document No.

PLAT OF MEADOW CROSSING

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND NOTICES

RE: SEE EXHIBIT "A", ATTACHED
HERETO AND INCORPORATED
HEREIN BY REFERENCE

CITY OF SUN PRAIRIE, DANE
COUNTY, WI.

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

See Exhibit A
(Parcel Identification Numbers)

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND NOTICES (the "**Declaration**") is made by MREC VH MC Investments LLC, a Delaware Limited Liability Company ("**Investments**"), MREC VH Meadow Crossing LLC, a Delaware Limited Liability Company ("**Project**") and VH Meadow Crossing II, LLC, a Wisconsin Limited Liability Company ("**VHMC**" II and collectively with Investments and Project the "**Owners**").

WHEREAS, pursuant to that certain Assignment of Developer's Rights Agreement dated April 12, 2013, Investments and Project are the "Developer" as that term is defined in the Restated Declaration, as that term is defined below; and

WHEREAS, this Declaration amends the following documents: (1) Restated Declaration of Covenants, Restrictions, Easements and Notices for Meadow Crossing and any future additions to Meadow Crossing, in the City of Sun Prairie, Dane County, Wisconsin, recorded in the office of the Dane County, Wisconsin Register of Deeds on May 24, 2006 as Document No. 4195297; (2) Amendment recorded in the Office of the Dane County, Wisconsin Register

of Deeds on February 15, 2006, as Document No. 4162093; (3) Restated Amendment recorded in the office of the Dane County, Wisconsin Register of Deeds on August 22, 2013, as Document No. 5018790; (4) Correction Affidavit recorded in the office of the Dane County, Wisconsin Register of Deeds on September 12, 2013 as Document No. 5023970; and (5) Amendment recorded in the office of the Dane county, Wisconsin Register of Deeds on October 17, 2019, as Document No. 5531830 (collectively, and any other amendments not specifically described herein, the "**Restated Declaration**");

WHEREAS, pursuant to the terms of the Restated Declaration, Developer has the right and authority to amend the Restated Declaration in full or in part; and

NOW, THEREFORE, Developer does hereby for itself, its successors and assigns, impose upon the Property the following terms, covenants and conditions:

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

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

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

[Signatures on Following Pages]

Dated this 14 day of April, 2020.

INVESTMENTS

**MREC VH MC INVESTMENTS LLC, a Delaware
Limited Liability Company**

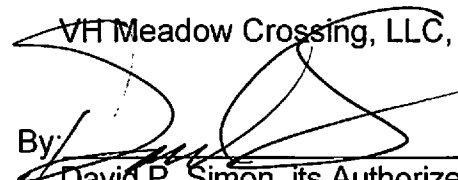
VH Meadow Crossing, LLC, its Project Manager

By: 
David P. Simon, its Authorized Person

PROJECT

**MREC VH Meadow Crossing LLC, a Delaware
Limited Liability Company**

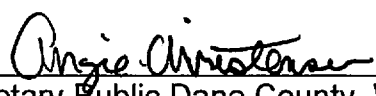
VH Meadow Crossing, LLC, its Project Manager

By: 
David P. Simon, its Authorized Person

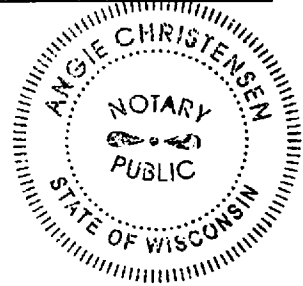
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 14 day of April, 2020, David P. Simon, to me known to be such person in such capacity who executed the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.


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

**DOCUMENT DRAFTED BY:
Atty. Gregory J. Paradise**



VH Meadow Crossing II, LLC, a Wisconsin
Limited Liability Company

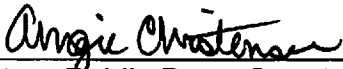
By: VH Holdings, LLC, its Sole Member

By: 
David P. Simon, Authorized Officer

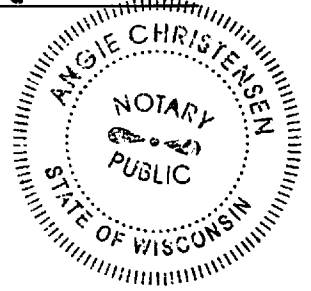
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 14 day of April, 2020, David P. Simon,
to me known to be such person in such capacity who executed the foregoing instrument and
acknowledged that he executed the same for the purposes therein contained.



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



CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Associated Bank, being a mortgagee of certain of the Meadow Crossing and Meadow Crossing Replat No. 1 Lots, as those terms are defined in the Amendment to Declaration of Conditions, Covenants and Restrictions, to which this Consent is attached, hereby consents to the foregoing Amendment to Declaration of Conditions, Covenants and Restrictions.

Dated at Madison, Wisconsin this 14th day of April, 2020.

Associated Bank, a Wisconsin Banking Corporation

By: [Signature]

Print Name: Bryan Schreier

Title: VP-CRE

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 14 day of April, 2020, the above named Bryan Schreier, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 9/26/2021

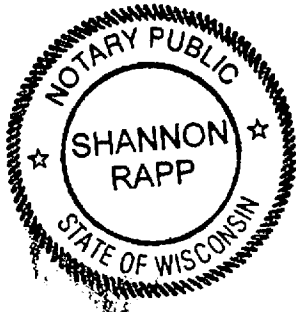


EXHIBIT "A"

Lots 1-189, and 222-231, Plat of Meadow Crossing, City of Sun Prairie,
Dane County, Wisconsin

| LOT # | STREET ADDRESS | PARCEL NUMBER | LOT # | STREET ADDRESS | PARCEL NUMBER |
|-------|--|------------------------------|-------|--|------------------------------|
| 1 | 602 Sanibel Lane | 081109240012 | 37 | 692 Sandstone Trail 624 Sandstone Trail | 081109243902 081109243952 |
| 2 | 610 Sanibel Lane | 081109240122 | 38 | 857 Grove Street | 081109248502 |
| 3 | 616 Sanibel Lane | 081109240232 | 39 | 635 Sanibel Lane | 081109244192 |
| 4 | 620 Sanibel Lane | 081109240342 | 40 | 643 Sanibel Lane | 081109244302 |
| 5 | 626 Sanibel Lane | 081109240452 | 41 | 655 Sanibel Lane | 081109244412 |
| 6 | 634 Sanibel Lane | 081109240562 | 42 | 661 Sanibel Lane | 081109244522 |
| 7 | 642 Sanibel Lane | 081109240672 | 43 | 669 Sanibel Lane | 081109244632 |
| 8 | 654 Remington Way | 081109240782 | 44 | 675 Sanibel Lane | 081109244742 |
| 9 | 658 Remington Way | 081109240892 | 45 | 681 Sanibel Lane | 081109244852 |
| 10 | 660 Remington Way | 081109241002 | 46 | 695 Sanibel Lane | 081109244962 |
| 11 | 664 Remington Way | 081109241112 | 47 | 570 White Tail Drive | 081109245072 |
| 12 | 668 Remington Way | 081109241222 | 48 | 694 Pelican Lane | 081109245182 |
| 13 | 674 Remington Way | 081109241332 | 49 | 684 Pelican Lane | 081109245292 |
| 14 | 680 Remington Way | 081109241442 | 50 | 668 Pelican Lane | 081109245402 |
| 15 | 686 Remington Way | 081109241552 | 51 | 658 Pelican Lane | 008110924512 |
| 16 | 692 Remington Way | 081109241662 | 52 | 652 Pelican Lane | 081109245622 |
| 17 | 698 Remington Way | 081109241772 | 53 | 644 Pelican Lane | 081109245732 |
| 18 | 380 White Tail Drive | 081109241882 | 54 | 632 Pelican Lane | 081109245842 |
| 19 | 340 White Tail Drive | 081109241992 | 55 | 555 Sandstone Trail | 081109245952 |
| 20 | 324 White Tail Drive | 081109242102 | 56 | 631 Pelican Lane | 081109246062 |
| 21 | 651 Remington Way | 081109242212 | 57 | 645 Pelican Lane | 081109246172 |
| 22 | 659 Remington Way | 081109242322 | 58 | 653 Pelican Lane | 081109246282 |
| 23 | 665 Remington Way | 081109242432 | 59 | 659 Pelican Lane | 081109246392 |
| 24 | 681 Remington Way | 081109242542 | 60 | 679 Pelican Lane | 081109246502 |
| 25 | 687 Remington Way | 081109242652 | 61 | 695 Pelican Lane | 081109246612 |
| 26 | 693 Remington Way | 081109242762 | 62 | 698 Hawthorn Drive | 081109246722 |
| 27 | 699 Remington Way | 081109242872 | 63 | 680 Hawthorn Drive | 081109246832 |
| 28 | 698 Sanibel Lane | 081109242982 | 64 | 662 Hawthorn Drive | 081109246942 |
| 29 | 692 Sanibel Lane | 081109243092 | 65 | 648 Hawthorn Drive | 081109247052 |
| 30 | 684 Sanibel Lane | 081109243202 | 66 | 640 Hawthorn Drive | 081109247162 |
| 31 | 676 Sanibel Lane | 081109243312 | 67 | 630 Hawthorn Drive | 081109247272 |
| 32 | 857 Grove Street | 081109248502 | 68 | 857 Grove Street | 081109248502 |
| 33 | 502 Sandstone Trail | 081109243532 | 69 | 621 Hawthorn Drive 623 Hawthorne Drive | 081109320202 081109320252 |
| 34 | 566 Sandstone Trail 568 Sandstone Trail | 081109243602 081109243672 | 70 | 629 Hawthorn Drive | 081109320302 |
| 35 | 590 Sandstone Trail | 081109243752 | 71 | 637 Hawthorn Drive | 081109320412 |
| 36 | 602 Sandstone Trail | 081109243862 | 72 | 649 Hawthorn Drive | 081109320522 |

| LOT # | STREET ADDRESS | PARCEL NUMBER | LOT # | STREET ADDRESS | PARCEL NUMBER |
|-------|----------------------|---------------|-------|------------------------|---------------|
| 73 | 663 Hawthorn Drive | 081109320632 | 122 | 510 Alder Way | 081109262822 |
| 74 | 671 Hawthorn Drive | 081109320742 | 123 | 492 South Musket Ridge | 081109262932 |
| 75 | 679 Hawthorn Drive | 081109320852 | 124 | 472 South Musket Ridge | 081109263042 |
| 76 | 691 Hawthorn Drive | 081109320962 | 125 | 897 Remington Way | 081109263152 |
| 77 | 699 Hawthorn Drive | 081109321072 | 126 | 889 Remington Way | 081109263262 |
| 78 | 771 Hawthorn Drive | 081109300082 | 127 | 867 Remington Way | 081109263372 |
| 79 | 791 Hawthorn Drive | 081109300192 | 128 | 853 Remington Way | 081109263482 |
| 80 | 720 Alder Way | 081109300302 | 129 | 837 Remington Way | 081109263592 |
| 81 | 734 Alder Way | 081109300412 | 130 | 813 Remington Way | 081109263702 |
| 82 | 758 Alder Way | 081109300522 | 131 | 801 Remington Way | 081109263812 |
| 83 | 772 Alder Way | 081109300632 | 132 | 799 Remington Way | 081109263922 |
| 84 | 786 Alder Way | 081109300742 | 133 | 770 Remington Way | 081109264032 |
| 85 | 794 Alder Way | 081109300852 | 134 | 790 Remington Way | 081109264142 |
| 86 | 802 Alder Way | 081109300962 | 135 | 810 Cedar Lane | 081109264252 |
| 87 | 808 Alder Way | 081109301072 | 136 | 820 Cedar Lane | 081109264362 |
| 88 | 697 White Tail Drive | 081109321182 | 137 | 830 Cedar Lane | 081109264472 |
| 89 | 651 White Tail Drive | 081109247392 | 138 | 840 Cedar Lane | 081109264582 |
| 90 | 601 White Tail Drive | 081109247502 | 139 | 850 Cedar Lane | 081109264692 |
| 91 | 599 White Tail Drive | 081109247612 | 140 | 860 Cedar Lane | 081109264802 |
| 92 | 561 White Tail Drive | 081109247722 | 141 | 870 Cedar Lane | 081109264912 |
| 93 | 537 White Tail Drive | 081109247832 | 142 | 880 Cedar Lane | 081109265022 |
| 94 | 507 White Tail Drive | 081109260042 | 143 | 890 Cedar Lane | 081109265132 |
| 95 | 491 White Tail Drive | 081109260152 | 144 | 891 Cedar Lane | 081109265242 |
| 96 | 481 White Tail Drive | 081109260262 | 145 | 873 Cedar Lane | 081109265352 |
| 97 | 453 White Tail Drive | 081109260372 | 146 | 853 Cedar Lane | 081109265462 |
| 98 | 403 White Tail Drive | 081109260482 | 147 | 835 Cedar Lane | 081109265572 |
| 99 | 718 Remington Way | 081109260592 | 148 | 821 Cedar Lane | 081109265682 |
| 100 | 702 Remington Way | 081109260702 | 149 | 803 Cedar Lane | 081109265792 |
| 101 | 379 White Tail Drive | 081109260812 | 150 | 822 Remington Way | 081109265902 |
| 102 | 363 White Tail Drive | 081109260922 | 151 | 850 Remington Way | 081109266012 |
| 103 | 711 Cypress Court | 081109261032 | 152 | 876 Remington Way | 081109266122 |
| 104 | 715 Cypress Court | 081109261142 | 153 | 896 Remington Way | 081109266232 |
| 105 | 721 Cypress Court | 081109261252 | 154 | 333 South Musket Ridge | 081109266342 |
| 106 | 718 Cypress Court | 081109261362 | 155 | 353 South Musket Ridge | 081109266452 |
| 107 | 712 Cypress Court | 081109261472 | 156 | 383 South Musket Ridge | 081109266562 |
| 108 | 702 Cypress Court | 081109261582 | 157 | 912 Remington Way | 081109266672 |
| 109 | 313 White Tail Drive | 081109247992 | 158 | 922 Remington Way | 081109266782 |
| 110 | 688 Alder Way | 081109301202 | 159 | 917 Remington Way | 081109266892 |
| 111 | 670 Alder Way | 081109301312 | 160 | 901 Remington Way | 081109267002 |
| 112 | 664 Alder Way | 081109261722 | 161 | 441 South Musket Ridge | 081109267112 |
| 113 | 652 Alder Way | 081109261832 | 162 | 459 South Musket Ridge | 081109267222 |
| 114 | 630 Alder Way | 081109261942 | 163 | 473 South Musket Ridge | 081109267332 |
| 115 | 610 Alder Way | 081109262052 | 164 | 498 Alder Way | 081109267442 |
| 116 | 602 Alder Way | 081109262162 | 165 | 501 Alder Way | 081109267552 |
| 117 | 596 Alder Way | 081109262272 | 166 | 511 Alder Way | 081109267662 |
| 118 | 574 Alder Way | 081109262382 | 167 | 529 Alder Way | 081109267772 |
| 119 | 558 Alder Way | 081109262492 | 168 | 832 Yellowwood Place | 081109267882 |
| 120 | 534 Alder Way | 081109262602 | 169 | 852 Yellowwood Place | 081109267992 |
| 121 | 526 Alder Way | 081109262712 | 170 | 870 Yellowwood Place | 081109268102 |

| LOT # | STREET ADDRESS | PARCEL NUMBER |
|-------|------------------------|---------------|
| 171 | 882 Yellowwood Place | 081109268212 |
| 172 | 898 Yellowwood Place | 081109268322 |
| 173 | 499 Alder Way | 081109268432 |
| 174 | 531 South Musket Ridge | 081109268542 |
| 175 | 561 South Musket Ridge | 081109268652 |
| 176 | 591 South Musket Ridge | 081109268762 |
| 177 | 607 South Musket Ridge | 081109301472 |
| 178 | 651 South Musket Ridge | 081109301582 |
| 179 | 691 South Musket Ridge | 081109301692 |
| 180 | 897 Yellowwood Place | 081109301802 |
| 181 | 879 Yellowwood Place | 081109301912 |
| 182 | 869 Yellowwood Place | 081109302022 |
| 183 | 857 Yellowwood Place | 081109302132 |
| 184 | 849 Yellowwood Place | 081109302242 |
| 185 | 837 Yellowwood Place | 081109302352 |
| 186 | 603 Alder Way | 081109302462 |
| 187 | 623 Alder Way | 081109302572 |
| 188 | 641 Alder Way | 081109302682 |
| 189 | 665 Alder Way | 081109302792 |
| 222 | 701 South Musket Ridge | 081109306422 |
| 223 | 715 South Musket Ridge | 081109306532 |
| 224 | 725 South Musket Ridge | 081109306642 |
| 225 | 745 South Musket Ridge | 081109306752 |
| 226 | 765 South Musket Ridge | 081109306862 |
| 227 | 785 South Musket Ridge | 081109306972 |
| 228 | 791 South Musket Ridge | 081109307082 |
| 229 | 799 South Musket Ridge | 081109307192 |
| 230 | 801 South Musket Ridge | 081109307302 |
| 231 | 809 South Musket Ridge | 081109307412 |
| 259 | 802 Hawthorn Drive | 081109311092 |
| 260 | 808 Hawthorn Drive | 081109311202 |
| 261 | 818 Hawthorn Drive | 081109311312 |
| 262 | 828 Hawthorn Drive | 081109311422 |
| 263 | 838 Hawthorn Drive | 081109311532 |
| 264 | 848 Hawthorn Drive | 081109311642 |
| 265 | 858 Hawthorn Drive | 081109311752 |
| 266 | 868 Hawthorn Drive | 081109311862 |
| 267 | 878 Hawthorn Drive | 081109311972 |
| 268 | 888 Hawthorn Drive | 081109312082 |
| 269 | 898 Hawthorn Drive | 081109312192 |
| 270 | 899 Hawthorn Drive | 081109312302 |
| 271 | 889 Hawthorn Drive | 081109312412 |
| 272 | 879 Hawthorn Drive | 081109312522 |
| 273 | 869 Hawthorn Drive | 081109312632 |
| 274 | 859 Hawthorn Drive | 081109312742 |
| 275 | 849 Hawthorn Drive | 081109312852 |
| 276 | 839 Hawthorn Drive | 081109312962 |
| 277 | 829 Hawthorn Drive | 081109313072 |
| 278 | 819 Hawthorn Drive | 081109313182 |
| 279 | 813 Hawthorn Drive | 081109313292 |

| LOT # | STREET ADDRESS | PARCEL NUMBER |
|-------|------------------------------------|---------------|
| 280 | 807 Hawthorn Drive | 081109313402 |
| 281 | 801 Hawthorn Drive | 081109313512 |
| 282 | 802 Tamarack Lane | 081109313622 |
| 283 | 808 Tamarack Lane | 081109313732 |
| 284 | 816 Tamarack Lane | 081109313842 |
| 285 | 822 Tamarack Lane | 081109313952 |
| 286 | 828 Tamarack Lane | 081109314062 |
| 287 | 838 Tamarack Lane | 081109314172 |
| 288 | 848 Tamarack Lane | 081109314282 |
| 289 | 858 Tamarack Lane | 081109314392 |
| 290 | 868 Tamarack Lane | 081109314502 |
| 291 | 878 Tamarack Lane | 081109314612 |
| 292 | 888 Tamarack Lane | 081109314722 |
| 293 | Tamarack Lane/S Musket Ridge Drive | 081109314832 |
| 294 | Tamarack Lane/S Musket Ridge Drive | 081109314942 |
| 295 | 889 Tamarack Lane | 081109315052 |
| 296 | 879 Tamarack Lane | 081109315162 |
| 297 | 869 Tamarack Lane | 081109315272 |
| 298 | 859 Tamarack Lane | 081109315382 |
| 299 | 849 Tamarack Lane | 081109315492 |
| 300 | 839 Tamarack Lane | 081109315602 |
| 301 | 829 Tamarack Lane | 081109315712 |
| 302 | 819 Tamarack Lane | 081109315822 |
| 303 | 815 Tamarack Lane | 081109315932 |
| 304 | 807 Tamarack Lane | 081109316042 |
| 305 | 801 Tamarack Lane | 081109316152 |
| 306 | 802 Shadowwood Trail | 081109316262 |
| 307 | 808 Shadowwood Trail | 081109316372 |
| 308 | 816 Shadowwood Trail | 081109316482 |
| 309 | 822 Shadowwood Trail | 081109316592 |
| 310 | 828 Shadowwood Trail | 081109316702 |
| 311 | 838 Shadowwood Trail | 081109316812 |
| 312 | 848 Shadowwood Trail | 081109316922 |
| 313 | 858 Shadowwood Trail | 081109317032 |
| 314 | 868 Shadowwood Trail | 081109317142 |
| 315 | 878 Shadowwood Trail | 081109317252 |
| 316 | 888 Shadowwood Trail | 081109317362 |
| 317 | 898 Shadowwood Trail | 081109317472 |
| 318 | 899 Shadowwood Trail | 081109317582 |
| 319 | 889 Shadowwood Trail | 081109317692 |
| 320 | 879 Shadowwood Trail | 081109317802 |
| 321 | 869 Shadowwood Trail | 081109317912 |
| 322 | 859 Shadowwood Trail | 081109318022 |
| 323 | 849 Shadowwood Trail | 081109318132 |
| 324 | 839 Shadowwood Trail | 081109318242 |
| 325 | 829 Shadowwood Trail | 081109318352 |
| 326 | 819 Shadowwood Trail | 081109318462 |
| 327 | 811 Shadowwood Trail | 081109318572 |
| 328 | 805 Shadowwood Trail | 081109318682 |
| 329 | 801 Shadowwood Trail | 081109318792 |

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5531830
10/17/2019 01:22 PM
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PLAT OF MEADOW CROSSING

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND NOTICES

**RE: SEE EXHIBIT "A", ATTACHED
HERETO AND INCORPORATED HEREIN
BY REFERENCE**

**CITY OF SUN PRAIRIE, DANE
COUNTY, WI.**

Drafted by and return to:
Atty. Gregory J. Paradise
Mohs Widder Paradise
20 N. Carroll Street
Madison, WI 53703

See Exhibit A
(Parcel Identification Numbers)

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND NOTICES (the "Declaration") is made by MREC VH MC Investments LLC, a Delaware Limited Liability Company ("Investments"), MREC VH Meadow Crossing LLC, a Delaware Limited Liability Company ("Project") and VH Meadow Crossing II, LLC, a Wisconsin Limited Liability Company ("VHMC" II and collectively with Investments and Project the "Owners").

WHEREAS, pursuant to that certain Assignment of Developer's Rights Agreement dated April 12, 2013, Investments and Project are the "Developer" as that term is defined in the Restated Declaration, as that term is defined below; and

WHEREAS, this Declaration amends the following documents: (1) Restated Declaration of Covenants, Restrictions, Easements and Notices for Meadow Crossing and any future additions to Meadow Crossing, in the City of Sun Prairie, Dane County, Wisconsin, recorded in the office of the Dane County, Wisconsin Register of Deeds on May 24, 2006 as Document

No. 4195297; (2) Amendment recorded in the Office of the Dane County, Wisconsin Register of Deeds on February 15, 2006, as Document No. 4162093; (3) Restated Amendment recorded in the office of the Dane County, Wisconsin Register of Deeds on August 22, 2013, as Document No. 5018790; and (4) Correction Affidavit recorded in the office of the Dane County, Wisconsin Register of Deeds on September 12, 2013 as Document No. 5023970 (collectively, and any other amendments not specifically described herein, the “**Restated Declaration**”);

WHEREAS, pursuant to the terms of the Restated Declaration, Developer has the right and authority to amend the Restated Declaration in full or in part; and

WHEREAS, VHMC II joins in this Declaration as the owner of certain Lots in the subdivision subject to the Restated Declaration; and

WHEREAS, in connection with the Meadow Crossing Replat No. 1, it is necessary to further amend the Declaration in accordance with the terms, covenants and conditions of this Second Restatement as follows:

NOW, THEREFORE, Developer does hereby for itself, its successors and assigns, impose upon the Property the following terms, covenants and conditions:

1) Land Use And Building Type.

- a. Section B-2(A) is modified to read as follows: “Lots 1-31, 39-67, 70-189, 222-231 and 259-329 shall be used exclusively for single family residential purposes”.
- b. Section B-2(B) is modified to read as follows: “Lots 33-37 and 69 shall be used only for residential purposes, and the building to be constructed on each Lot shall be a duplex”.
- c. Section B-2)E is hereby added and shall read as follows:
“1) *Lease Requirements.* An Owner may rent its dwelling by written Lease (a “Lease”), provided that
 - a) The term of any such Lease shall not be less than six (6) months;
 - b) The Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed Lease, and the written approval for any proposed extension of the Lease; Approval by the Association may not be unreasonably withheld, conditioned, or delayed; and
 - c) The Lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the Lease is subject and subordinate to those instruments; and
 - d) The Lease provides that any default arising out of the tenant’s failure to abide by the Declaration, the Articles, the Bylaws, and the

Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the Owner and the tenant specifying the violation.

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

3) *Violations / Remedies.*

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

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

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

d. Section B-7)F is hereby added as follows: "**Temporary Construction Easement.** Each Lot which has been made subject to this Declaration (for the purposes of this paragraph each Lot described herein shall be referred to as the "**Primary Lot**") is hereby made subject to a temporary, non-exclusive easement over, under, upon, across and through so much of the side yards of the Primary Lot as may be necessary for the safe and code compliant

construction of a basement, including but not limited to footings, foundation and basement walls, on the adjoining Lot (the "**Adjoining Lot**"). The purpose of this Temporary Construction Easement is to permit Declarant to adequately slope and provide lateral support to the walls of the basement excavation in question so as to protect against cave-ins and loss of lateral support, and it shall be broadly construed to effectuate such purpose. This Temporary Construction Easement shall remain in effect for so long as it is needed to permit construction of the basement on the Adjoining Lot in a safe and code compliant manner. After completion, Declarant shall backfill the excavated area, compact such backfill in accordance with good construction practices, and restore the area affected by this easement to the condition existing immediately preceding the excavation, including replacement of sod, trees, shrubs and other landscaping, at no expense to the Owner of the Adjoining Lot (collectively "**Restoration**"). This Temporary Construction Easement shall, without further notice, terminate upon completion of said Restoration."

- e. Section B-7)G is hereby added as follows: "Certain Lots will feature grouped mailboxes (CBU-cluster box units). There will be a recorded Multi-User Mailbox Easement for such Lots. The selected Lots for the CBU's will be determined by phase as constructed and will be noted in the Neighborhood Disclosure Addendum A to be received by Buyer at the time a Sales Contract is signed, subject to modification by the United States Postal Service from time to time ."
 - f. Section B-15 is hereby modified to read as follows: "**Mailboxes.** Mailboxes and posts serving some homes in the neighborhood, whether individual or multi-gang, will be provided by Declarant at Declarant's sole cost and expense. Damaged or missing mailboxes and posts shall be replaced with a mailbox and post identical in all respects with that originally provided, at the sole cost and expense of the Owner(s), however, the Owner should contact the United States Postal Service or City prior to replacement as regulations may have changed. Based on new, recently adopted requirements of the United States Postal Service, areas of this neighborhood will receive mail by using CBU's (cluster box units) instead of curb side mailboxes on newly constructed homesites and will be maintained by the Association. These new requirements will phase out curb side mailboxes nationwide solely at the Postal Service's discretion."
- 2) **Kennels.** Section D-2)C is hereby deleted in its entirety.
 - 3) **Effect of Amendment.** Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

[Signatures on Following Pages]

Dated this 14 day of October, 2019.

INVESTMENTS

**MREC VH MC INVESTMENTS LLC, a Delaware
Limited Liability Company**

VH Meadow Crossing, LLC, its Project Manager

By: 
David P. Simon, its Authorized Person

PROJECT

**MREC VH Meadow Crossing LLC, a Delaware
Limited Liability Company**

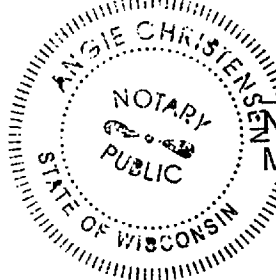
VH Meadow Crossing, LLC, its Project Manager

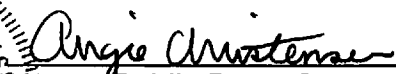
By: 
David P. Simon, its Authorized Person

ACKNOWLEDGMENT

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

Personally came before me this 14 day of October, 2019, David P. Simon, to me known to be such person in such capacity who executed the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.




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

VH Meadow Crossing II, LLC, a Wisconsin
Limited Liability Company

By: ~~VH Holdings, LLC, its Sole Member~~

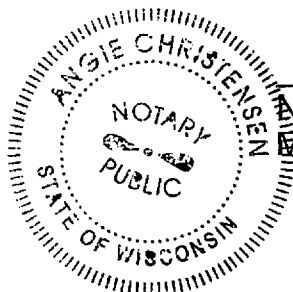
By: _____

David P. Simon, Authorized Officer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 14 day of October, 2019, David P. Simon,
to me known to be such person in such capacity who executed the foregoing instrument and
acknowledged that he executed the same for the purposes therein contained.




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

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Associated Bank, being a mortgagee of certain of the Meadow Crossing and Meadow Crossing Replat No. 1 Lots, as those terms are defined in the Amendment to Declaration of Conditions, Covenants and Restrictions, to which this Consent is attached, hereby consents to the foregoing Amendment to Declaration of Conditions, Covenants and Restrictions.

Dated at Madison, Wisconsin this 17th day of OCTOBER, 2019

Associated Bank, a Wisconsin Banking Corporation

By: 


Print Name: STEPHEN S OSNOWSKI

Title: SR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 17th day of OCTOBER, 2019, the above named STEPHEN S OSNOWSKI, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 07/06/20

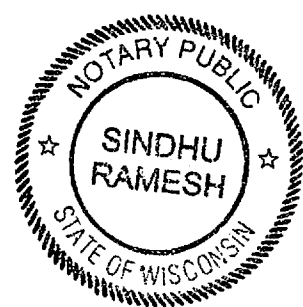


EXHIBIT "A"

Lots 1-189, and 222-231, Plat of Meadow Crossing, City of Sun Prairie,
Dane County, Wisconsin

| LOT # | STREET ADDRESS | PARCEL NUMBER | LOT # | STREET ADDRESS | PARCEL NUMBER |
|-------|----------------------|---------------|-------|----------------------|---------------|
| 1 | 602 Sanibel Lane | 081109240012 | 37 | 692 Sandstone Trail | 081109243902 |
| 2 | 610 Sanibel Lane | 081109240122 | 38 | 624 Sandstone Trail | 081109243952 |
| 3 | 616 Sanibel Lane | 081109240232 | 39 | 857 Grove Street | 081109248502 |
| 4 | 620 Sanibel Lane | 081109240342 | 40 | 635 Sanibel Lane | 081109244192 |
| 5 | 626 Sanibel Lane | 081109240452 | 41 | 643 Sanibel Lane | 081109244302 |
| 6 | 634 Sanibel Lane | 081109240562 | 42 | 655 Sanibel Lane | 081109244412 |
| 7 | 642 Sanibel Lane | 081109240672 | 43 | 661 Sanibel Lane | 081109244522 |
| 8 | 654 Remington Way | 081109240782 | 44 | 669 Sanibel Lane | 081109244632 |
| 9 | 658 Remington Way | 081109240892 | 45 | 675 Sanibel Lane | 081109244742 |
| 10 | 660 Remington Way | 081109241002 | 46 | 681 Sanibel Lane | 081109244852 |
| 11 | 664 Remington Way | 081109241112 | 47 | 695 Sanibel Lane | 081109244962 |
| 12 | 668 Remington Way | 081109241222 | 48 | 570 White Tail Drive | 081109245072 |
| 13 | 674 Remington Way | 081109241332 | 49 | 694 Pelican Lane | 081109245182 |
| 14 | 680 Remington Way | 081109241442 | 50 | 684 Pelican Lane | 081109245292 |
| 15 | 686 Remington Way | 081109241552 | 51 | 668 Pelican Lane | 081109245402 |
| 16 | 692 Remington Way | 081109241662 | 52 | 658 Pelican Lane | 08110924512 |
| 17 | 698 Remington Way | 081109241772 | 53 | 652 Pelican Lane | 081109245622 |
| 18 | 380 White Tail Drive | 081109241882 | 54 | 644 Pelican Lane | 081109245732 |
| 19 | 340 White Tail Drive | 081109241992 | 55 | 632 Pelican Lane | 081109245842 |
| 20 | 324 White Tail Drive | 081109242102 | 56 | 555 Sandstone Trail | 081109245952 |
| 21 | 651 Remington Way | 081109242212 | 57 | 631 Pelican Lane | 081109246062 |
| 22 | 659 Remington Way | 081109242322 | 58 | 645 Pelican Lane | 081109246172 |
| 23 | 665 Remington Way | 081109242432 | 59 | 653 Pelican Lane | 081109246282 |
| 24 | 681 Remington Way | 081109242542 | 60 | 659 Pelican Lane | 081109246392 |
| 25 | 687 Remington Way | 081109242652 | 61 | 679 Pelican Lane | 081109246502 |
| 26 | 693 Remington Way | 081109242762 | 62 | 695 Pelican Lane | 081109246612 |
| 27 | 699 Remington Way | 081109242872 | 63 | 698 Hawthorn Drive | 081109246722 |
| 28 | 698 Sanibel Lane | 081109242982 | 64 | 680 Hawthorn Drive | 081109246832 |
| 29 | 692 Sanibel Lane | 081109243092 | 65 | 662 Hawthorn Drive | 081109246942 |
| 30 | 684 Sanibel Lane | 081109243202 | 66 | 648 Hawthorn Drive | 081109247052 |
| 31 | 676 Sanibel Lane | 081109243312 | 67 | 640 Hawthorn Drive | 081109247162 |
| 32 | 857 Grove Street | 081109248502 | 68 | 630 Hawthorn Drive | 081109247272 |
| 33 | 502 Sandstone Trail | 081109243532 | 69 | 857 Grove Street | 081109248502 |
| 34 | 566 Sandstone Trail | 081109243602 | 70 | 621 Hawthorn Drive | 081109320202 |
| 35 | 568 Sandstone Trail | 081109243672 | 71 | 623 Hawthorne Drive | 081109320252 |
| 36 | 590 Sandstone Trail | 081109243752 | 72 | 629 Hawthorn Drive | 081109320302 |
| | 602 Sandstone Trail | 081109243862 | | 637 Hawthorn Drive | 081109320412 |
| | | | | 649 Hawthorn Drive | 081109320522 |

| LOT # | STREET ADDRESS | PARCEL NUMBER |
|-------|----------------------|---------------|
| 73 | 663 Hawthorn Drive | 081109320632 |
| 74 | 671 Hawthorn Drive | 081109320742 |
| 75 | 679 Hawthorn Drive | 081109320852 |
| 76 | 691 Hawthorn Drive | 081109320962 |
| 77 | 699 Hawthorn Drive | 081109321072 |
| 78 | 771 Hawthorn Drive | 081109300082 |
| 79 | 791 Hawthorn Drive | 081109300192 |
| 80 | 720 Alder Way | 081109300302 |
| 81 | 734 Alder Way | 081109300412 |
| 82 | 758 Alder Way | 081109300522 |
| 83 | 772 Alder Way | 081109300632 |
| 84 | 786 Alder Way | 081109300742 |
| 85 | 794 Alder Way | 081109300852 |
| 86 | 802 Alder Way | 081109300962 |
| 87 | 808 Alder Way | 081109301072 |
| 88 | 697 White Tail Drive | 081109321182 |
| 89 | 651 White Tail Drive | 081109247392 |
| 90 | 601 White Tail Drive | 081109247502 |
| 91 | 599 White Tail Drive | 081109247612 |
| 92 | 561 White Tail Drive | 081109247722 |
| 93 | 537 White Tail Drive | 081109247832 |
| 94 | 507 White Tail Drive | 081109260042 |
| 95 | 491 White Tail Drive | 081109260152 |
| 96 | 481 White Tail Drive | 081109260262 |
| 97 | 453 White Tail Drive | 081109260372 |
| 98 | 403 White Tail Drive | 081109260482 |
| 99 | 718 Remington Way | 081109260592 |
| 100 | 702 Remington Way | 081109260702 |
| 101 | 379 White Tail Drive | 081109260812 |
| 102 | 363 White Tail Drive | 081109260922 |
| 103 | 711 Cypress Court | 081109261032 |
| 104 | 715 Cypress Court | 081109261142 |
| 105 | 721 Cypress Court | 081109261252 |
| 106 | 718 Cypress Court | 081109261362 |
| 107 | 712 Cypress Court | 081109261472 |
| 108 | 702 Cypress Court | 081109261582 |
| 109 | 313 White Tail Drive | 081109247992 |
| 110 | 688 Alder Way | 081109301202 |
| 111 | 670 Alder Way | 081109301312 |
| 112 | 664 Alder Way | 081109261722 |
| 113 | 652 Alder Way | 081109261832 |
| 114 | 630 Alder Way | 081109261942 |
| 115 | 610 Alder Way | 081109262052 |
| 116 | 602 Alder Way | 081109262162 |
| 117 | 596 Alder Way | 081109262272 |
| 118 | 574 Alder Way | 081109262382 |
| 119 | 558 Alder Way | 081109262492 |
| 120 | 534 Alder Way | 081109262602 |
| 121 | 526 Alder Way | 081109262712 |

| LOT # | STREET ADDRESS | PARCEL NUMBER |
|-------|------------------------|---------------|
| 122 | 510 Alder Way | 081109262822 |
| 123 | 492 South Musket Ridge | 081109262932 |
| 124 | 472 South Musket Ridge | 081109263042 |
| 125 | 897 Remington Way | 081109263152 |
| 126 | 889 Remington Way | 081109263262 |
| 127 | 867 Remington Way | 081109263372 |
| 128 | 853 Remington Way | 081109263482 |
| 129 | 837 Remington Way | 081109263592 |
| 130 | 813 Remington Way | 081109263702 |
| 131 | 801 Remington Way | 081109263812 |
| 132 | 799 Remington Way | 081109263922 |
| 133 | 770 Remington Way | 081109264032 |
| 134 | 790 Remington Way | 081109264142 |
| 135 | 810 Cedar Lane | 081109264252 |
| 136 | 820 Cedar Lane | 081109264362 |
| 137 | 830 Cedar Lane | 081109264472 |
| 138 | 840 Cedar Lane | 081109264582 |
| 139 | 850 Cedar Lane | 081109264692 |
| 140 | 860 Cedar Lane | 081109264802 |
| 141 | 870 Cedar Lane | 081109264912 |
| 142 | 880 Cedar Lane | 081109265022 |
| 143 | 890 Cedar Lane | 081109265132 |
| 144 | 891 Cedar Lane | 081109265242 |
| 145 | 873 Cedar Lane | 081109265352 |
| 146 | 853 Cedar Lane | 081109265462 |
| 147 | 835 Cedar Lane | 081109265572 |
| 148 | 821 Cedar Lane | 081109265682 |
| 149 | 803 Cedar Lane | 081109265792 |
| 150 | 822 Remington Way | 081109265902 |
| 151 | 850 Remington Way | 081109266012 |
| 152 | 876 Remington Way | 081109266122 |
| 153 | 896 Remington Way | 081109266232 |
| 154 | 333 South Musket Ridge | 081109266342 |
| 155 | 353 South Musket Ridge | 081109266452 |
| 156 | 383 South Musket Ridge | 081109266562 |
| 157 | 912 Remington Way | 081109266672 |
| 158 | 922 Remington Way | 081109266782 |
| 159 | 917 Remington Way | 081109266892 |
| 160 | 901 Remington Way | 081109267002 |
| 161 | 441 South Musket Ridge | 081109267112 |
| 162 | 459 South Musket Ridge | 081109267222 |
| 163 | 473 South Musket Ridge | 081109267332 |
| 164 | 498 Alder Way | 081109267442 |
| 165 | 501 Alder Way | 081109267552 |
| 166 | 511 Alder Way | 081109267662 |
| 167 | 529 Alder Way | 081109267772 |
| 168 | 832 Yellowwood Place | 081109267882 |
| 169 | 852 Yellowwood Place | 081109267992 |
| 170 | 870 Yellowwood Place | 081109268102 |

| LOT # | STREET ADDRESS | PARCEL NUMBER |
|-------|------------------------|---------------|
| 171 | 882 Yellowwood Place | 081109268212 |
| 172 | 898 Yellowwood Place | 081109268322 |
| 173 | 499 Alder Way | 081109268432 |
| 174 | 531 South Musket Ridge | 081109268542 |
| 175 | 561 South Musket Ridge | 081109268652 |
| 176 | 591 South Musket Ridge | 081109268762 |
| 177 | 607 South Musket Ridge | 081109301472 |
| 178 | 651 South Musket Ridge | 081109301582 |
| 179 | 691 South Musket Ridge | 081109301692 |
| 180 | 897 Yellowwood Place | 081109301802 |
| 181 | 879 Yellowwood Place | 081109301912 |
| 182 | 869 Yellowwood Place | 081109302022 |
| 183 | 857 Yellowwood Place | 081109302132 |
| 184 | 849 Yellowwood Place | 081109302242 |
| 185 | 837 Yellowwood Place | 081109302352 |
| 186 | 603 Alder Way | 081109302462 |
| 187 | 623 Alder Way | 081109302572 |
| 188 | 641 Alder Way | 081109302682 |
| 189 | 665 Alder Way | 081109302792 |
| 222 | 701 South Musket Ridge | 081109306422 |
| 223 | 715 South Musket Ridge | 081109306532 |
| 224 | 725 South Musket Ridge | 081109306642 |
| 225 | 745 South Musket Ridge | 081109306752 |
| 226 | 765 South Musket Ridge | 081109306862 |
| 227 | 785 South Musket Ridge | 081109306972 |
| 228 | 791 South Musket Ridge | 081109307082 |
| 229 | 799 South Musket Ridge | 081109307192 |
| 230 | 801 South Musket Ridge | 081109307302 |
| 231 | 809 South Musket Ridge | 081109307412 |
| 259 | 802 Hawthorn Drive | 081109311092 |
| 260 | 808 Hawthorn Drive | 081109311202 |
| 261 | 818 Hawthorn Drive | 081109311312 |
| 262 | 828 Hawthorn Drive | 081109311422 |
| 263 | 838 Hawthorn Drive | 081109311532 |
| 264 | 848 Hawthorn Drive | 081109311642 |
| 265 | 858 Hawthorn Drive | 081109311752 |
| 266 | 868 Hawthorn Drive | 081109311862 |
| 267 | 878 Hawthorn Drive | 081109311972 |
| 268 | 888 Hawthorn Drive | 081109312082 |
| 269 | 898 Hawthorn Drive | 081109312192 |
| 270 | 899 Hawthorn Drive | 081109312302 |
| 271 | 889 Hawthorn Drive | 081109312412 |
| 272 | 879 Hawthorn Drive | 081109312522 |
| 273 | 869 Hawthorn Drive | 081109312632 |
| 274 | 859 Hawthorn Drive | 081109312742 |
| 275 | 849 Hawthorn Drive | 081109312852 |
| 276 | 839 Hawthorn Drive | 081109312962 |
| 277 | 829 Hawthorn Drive | 081109313072 |
| 278 | 819 Hawthorn Drive | 081109313182 |
| 279 | 813 Hawthorn Drive | 081109313292 |

| LOT # | STREET ADDRESS | PARCEL NUMBER |
|-------|--------------------|---------------|
| 280 | 807 Hawthorn Drive | 081109313402 |
| 281 | 801 Hawthorn Drive | 081109313512 |
| 282 | 802 Tamarack Lane | 081109313622 |
| 283 | 808 Tamarack Lane | 081109313732 |
| 284 | 816 Tamarack Lane | 081109313842 |
| 285 | 822 Tamarack Lane | 081109313952 |
| 286 | 828 Tamarack Lane | 081109314062 |
| 287 | N/A | 081109314172 |
| 288 | N/A | 081109314282 |
| 289 | N/A | 081109314392 |
| 290 | N/A | 081109314502 |
| 291 | N/A | 081109314612 |
| 292 | N/A | 081109314722 |
| 293 | N/A | 081109314832 |
| 294 | N/A | 081109314942 |
| 295 | N/A | 081109315052 |
| 296 | N/A | 081109315162 |
| 297 | N/A | 081109315272 |
| 298 | N/A | 081109315382 |
| 299 | N/A | 081109315492 |
| 300 | N/A | 081109315602 |
| 301 | 829 Tamarack Lane | 081109315712 |
| 302 | 819 Tamarack Lane | 081109315822 |
| 303 | 815 Tamarack Lane | 081109315932 |
| 304 | 807 Tamarack Lane | 081109316042 |
| 305 | 801 Tamarack Lane | 081109316152 |
| 306 | N/A | 081109316262 |
| 307 | N/A | 081109316372 |
| 308 | N/A | 081109316482 |
| 309 | N/A | 081109316592 |
| 310 | N/A | 081109316702 |
| 311 | N/A | 081109316812 |
| 312 | N/A | 081109316922 |
| 313 | N/A | 081109317032 |
| 314 | N/A | 081109317142 |
| 315 | N/A | 081109317252 |
| 316 | N/A | 081109317362 |
| 317 | N/A | 081109317472 |
| 318 | N/A | 081109317582 |
| 319 | N/A | 081109317692 |
| 320 | N/A | 081109317802 |
| 321 | N/A | 081109317912 |
| 322 | N/A | 081109318022 |
| 323 | N/A | 081109318132 |
| 324 | N/A | 081109318242 |
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| 326 | N/A | 081109318462 |
| 327 | N/A | 081109318572 |
| 328 | N/A | 081109318682 |
| 329 | N/A | 081109318792 |

Document Number



8 6 0 7 6 9 0
Tx:8486297

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5023970**

09/12/2013 11:47 AM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 13

**CORRECTION
AFFIDAVIT**

Record this document with the Register of Deeds

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

See Exhibit "A"
(Parcel Identification Number)

Re: The real property described in Exhibit "A," attached hereto and incorporated herein by reference.

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

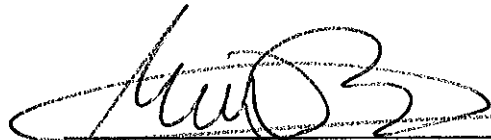
Gregory J. Paradise, being first duly sworn, does on oath depose and state as follows:

1.) That he is the attorney who drafted that certain Second Restatement of Declaration of Covenants, Restrictions, Easements and Notices concerning the Plat of Meadow Crossing, located in the City of Sun Prairie, Dane County, Wisconsin (the "Second Restatement"), which Second Restatement was recorded in the Office of the Dane County, Wisconsin Register of Deeds on August 22, 2013, as Document No.: 5018790.

2.) That he inadvertently neglected to attach to said Second Restatement Exhibits "E1" through "E4," which exhibits are attached hereto and incorporated herein by reference.

3.) That it is the intent of the Developer, as that term is defined in the Second Restatement, that the attached Exhibits "E1" through "E4" be included as a part of the Second Restatement, as if the omission had never occurred, and that all references in the Second Restatement to Exhibits "E1," "E2," "E3," and "E4," shall be deemed references to the exhibits attached to this Affidavit.

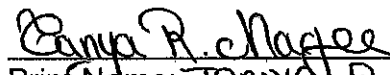
Dated this 11th of September, 2013.



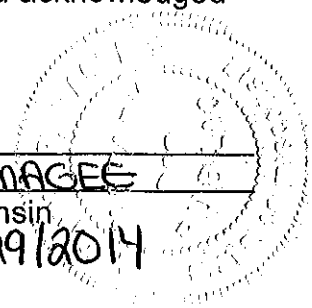
Gregory J. Paradise

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

11th Personally came before me, a notary public for the above State and County, this day of September, 2013, the above-named Gregory J. Paradise, 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.



Print Name: TANYA R. MAGEE
Notary Public, State of Wisconsin
My Commission expires: 6/29/2014



Document Drafted By:
Attorney Gregory J. Paradise
Mohs, MacDonald, Widder, Paradise & Van Note
20 North Carroll Street
Madison, WI 53703

Exhibit "A"

Legal Description and PINS

MEADOW CROSSING, CITY OF SUN PRAIRIE
EXHIBIT A

| | | | |
|---------|--------------|---------|--------------|
| LOT 001 | 081109240012 | LOT 025 | 081109242652 |
| LOT 002 | 081109240122 | LOT 026 | 081109242762 |
| LOT 003 | 081109240232 | LOT 027 | 081109242872 |
| LOT 004 | 081109240342 | LOT 028 | 081109242982 |
| LOT 005 | 081109240452 | LOT 029 | 081109243092 |
| LOT 006 | 081109240562 | LOT 030 | 081109243202 |
| LOT 007 | 081109240672 | LOT 031 | 081109243312 |
| LOT 008 | 081109240782 | LOT 032 | 081109243422 |
| LOT 009 | 081109240892 | LOT 033 | 081109243532 |
| LOT 010 | 081109241002 | LOT 034 | 081109243642 |
| LOT 011 | 081109241112 | LOT 035 | 081109243752 |
| LOT 012 | 081109241222 | LOT 036 | 081109243862 |
| LOT 013 | 081109241332 | LOT 037 | 081109243972 |
| LOT 014 | 081109241442 | LOT 038 | 081109244082 |
| LOT 015 | 081109241552 | LOT 039 | 081109244192 |
| LOT 016 | 081109241662 | LOT 040 | 081109244302 |
| LOT 017 | 081109241772 | LOT 041 | 081109244412 |
| LOT 018 | 081109241882 | LOT 042 | 081109244522 |
| LOT 019 | 081109241992 | LOT 043 | 081109244632 |
| LOT 020 | 081109242102 | LOT 044 | 081109244742 |
| LOT 021 | 081109242212 | LOT 045 | 081109244852 |
| LOT 022 | 081109242322 | LOT 046 | 081109244962 |
| LOT 023 | 081109242432 | LOT 047 | 081109245072 |
| LOT 024 | 081109242542 | LOT 048 | 081109245182 |

MEADOW CROSSING, CITY OF SUN PRAIRIE
EXHIBIT A

| | | | |
|---------|--------------|---------|---------------|
| LOT 049 | 081109245292 | LOT 073 | 081109310832 |
| LOT 050 | 081109245402 | LOT 074 | 081109320742 |
| LOT 051 | 081109245512 | LOT 075 | 081109320852 |
| LOT 052 | 081109245622 | LOT 076 | 081109320962 |
| LOT 053 | 081109245732 | LOT 077 | 081109321072 |
| LOT 054 | 081109245842 | LOT 078 | 081109320082 |
| LOT 055 | 081109245952 | LOT 079 | 0811093300192 |
| LOT 056 | 081109246062 | LOT 080 | 0811093300302 |
| LOT 057 | 081109246172 | LOT 081 | 0811093300412 |
| LOT 058 | 081109246282 | LOT 082 | 0811093300522 |
| LOT 059 | 081109246392 | LOT 083 | 0811093300632 |
| LOT 060 | 081109246502 | LOT 084 | 0811093300742 |
| LOT 061 | 081109246612 | LOT 085 | 0811093300852 |
| LOT 062 | 081109246722 | LOT 086 | 0811093300962 |
| LOT 063 | 081109246832 | LOT 087 | 0811093301072 |
| LOT 064 | 081109246942 | LOT 088 | 081109321182 |
| LOT 065 | 081109247052 | LOT 089 | 081109247392 |
| LOT 066 | 081109247162 | LOT 090 | 081109247502 |
| LOT 067 | 081109247272 | LOT 091 | 081109247612 |
| LOT 068 | 081109320082 | LOT 092 | 081109247722 |
| LOT 069 | 081109320192 | LOT 093 | 081109247832 |
| LOT 070 | 081109320302 | LOT 094 | 081109260042 |
| LOT 071 | 081109320412 | LOT 095 | 081109260152 |
| LOT 072 | 081109320522 | LOT 096 | 081109260262 |

MEADOW CROSSING, CITY OF SUN FRAIRIE
EXHIBIT A

| | | | |
|---------|--------------|---------|--------------|
| LOT 097 | 081109260372 | LOT 121 | 081109262712 |
| LOT 098 | 081109260482 | LOT 122 | 081109262822 |
| LOT 099 | 081109260592 | LOT 123 | 081109262932 |
| LOT 100 | 081109260702 | LOT 124 | 081109263042 |
| LOT 101 | 081109260812 | LOT 125 | 081109263152 |
| LOT 102 | 081109260922 | LOT 126 | 081109263262 |
| LOT 103 | 081109261032 | LOT 127 | 081109263372 |
| LOT 104 | 081109261142 | LOT 128 | 081109263482 |
| LOT 105 | 081109261252 | LOT 129 | 081109263592 |
| LOT 106 | 081109261362 | LOT 130 | 081109263702 |
| LOT 107 | 081109261472 | LOT 131 | 081109263812 |
| LOT 108 | 081109261582 | LOT 132 | 081109263922 |
| LOT 109 | 081109261692 | LOT 133 | 081109264032 |
| LOT 110 | 081109301202 | LOT 134 | 081109264142 |
| LOT 111 | 081109301312 | LOT 135 | 081109264252 |
| LOT 112 | 081109261722 | LOT 136 | 081109264362 |
| LOT 113 | 081109261832 | LOT 137 | 081109264472 |
| LOT 114 | 081109261942 | LOT 138 | 081109264582 |
| LOT 115 | 081109262052 | LOT 139 | 081109264692 |
| LOT 116 | 081109262162 | LOT 140 | 081109264802 |
| LOT 117 | 081109262272 | LOT 141 | 081109264912 |
| LOT 118 | 081109262382 | LOT 142 | 081109265022 |
| LOT 119 | 081109262492 | LOT 143 | 081109265132 |
| LOT 120 | 081109262602 | LOT 144 | 081109265242 |

MEADOW CROSSING, CITY OF SUN PRAIRIE
EXHIBIT A

| | | | |
|---------|--------------|---------|--------------|
| LOT 145 | 081109265352 | LOT 169 | 081109267992 |
| LOT 146 | 081109265462 | LOT 170 | 081109268102 |
| LOT 147 | 081109265572 | LOT 171 | 081109268212 |
| LOT 148 | 081109265682 | LOT 172 | 081109268322 |
| LOT 149 | 081109265792 | LOT 173 | 081109268432 |
| LOT 150 | 081109265902 | LOT 174 | 081109268542 |
| LOT 151 | 081109266012 | LOT 175 | 081109268652 |
| LOT 152 | 081109266122 | LOT 176 | 081109268762 |
| LOT 153 | 081109266232 | LOT 177 | 081109301472 |
| LOT 154 | 081109266342 | LOT 178 | 081109301582 |
| LOT 155 | 081109266452 | LOT 179 | 081109301692 |
| LOT 156 | 081109266562 | LOT 180 | 081109301802 |
| LOT 157 | 081109266672 | LOT 181 | 081109301912 |
| LOT 158 | 081109266782 | LOT 182 | 081109302022 |
| LOT 159 | 081109266892 | LOT 183 | 081109302132 |
| LOT 160 | 081109267002 | LOT 184 | 081109302242 |
| LOT 161 | 081109267112 | LOT 185 | 081109302352 |
| LOT 162 | 081109267222 | LOT 186 | 081109302462 |
| LOT 163 | 081109267332 | LOT 187 | 081109302572 |
| LOT 164 | 081109267442 | LOT 188 | 081109302682 |
| LOT 165 | 081109267552 | LOT 189 | 081109302792 |
| LOT 166 | 081109267662 | LOT 190 | 081109302902 |
| LOT 167 | 081109267772 | LOT 191 | 081109303012 |
| LOT 168 | 081109267882 | LOT 192 | 081109303122 |

MEADOW CROSSING, CITY OF SUN FRAIRIE
EXHIBIT A

| | | | |
|---------|--------------|---------|--------------|
| LOT 193 | 081109303232 | LOT 217 | 081109305872 |
| LOT 194 | 081109303342 | LOT 218 | 081109305982 |
| LOT 195 | 081109303452 | LOT 219 | 081109306092 |
| LOT 196 | 081109303562 | LOT 220 | 081109306202 |
| LOT 197 | 081109303672 | LOT 221 | 081109306312 |
| LOT 198 | 081109303782 | LOT 222 | 081109306422 |
| LOT 199 | 081109303892 | LOT 223 | 081109306532 |
| LOT 200 | 081109304002 | LOT 224 | 081109306642 |
| LOT 201 | 081109304112 | LOT 225 | 081109306752 |
| LOT 202 | 081109304222 | LOT 226 | 081109306862 |
| LOT 203 | 081109304332 | LOT 227 | 081109306972 |
| LOT 204 | 081109304442 | LOT 228 | 081109307082 |
| LOT 205 | 081109304552 | LOT 229 | 081109307192 |
| LOT 206 | 081109304662 | LOT 230 | 081109307302 |
| LOT 207 | 081109304772 | LOT 231 | 081109307412 |
| LOT 208 | 081109304882 | LOT 232 | 081109307522 |
| LOT 209 | 081109304992 | LOT 233 | 081109307632 |
| LOT 210 | 081109305102 | LOT 234 | 081109307742 |
| LOT 211 | 081109305212 | LOT 235 | 081109307852 |
| LOT 212 | 081109305322 | LOT 236 | 081109307962 |
| LOT 213 | 081109305432 | LOT 237 | 081109308072 |
| LOT 214 | 081109305542 | LOT 238 | 081109308182 |
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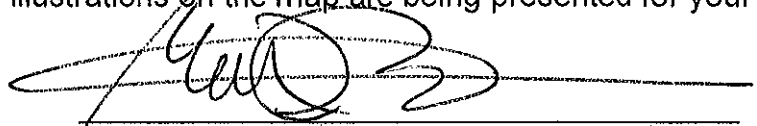
MEADOW CROSSING, CITY OF SUN PRAIRIE
EXHIBIT A

| | |
|---------|--------------|
| LOT 241 | 081109308512 |
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| LOT 243 | 081109308732 |
| LOT 244 | 081109308842 |
| LOT 245 | 081109308952 |
| LOT 246 | 081109309062 |
| LOT 247 | 081109309172 |
| LOT 248 | 081109309282 |
| LOT 249 | 081109309392 |
| LOT 250 | 081109309502 |
| LOT 251 | 081109309612 |
| LOT 252 | 081109309722 |
| LOT 253 | 081109309832 |
| LOT 254 | 081109309942 |
| LOT 255 | 081109310052 |
| LOT 256 | 081109310162 |
| LOT 257 | 081109310272 |
| LOT 258 | 081109310382 |

REGISTER OF DEEDS REQUIRED

LEGABILITY DISCLAIMER FOR EXHIBITS "E1" THROUGH "E4"

NOTE: Please be advised that the undersigned hereby directs viewers to ignore the illegible printed text material on the map attached to these Exhibits "E1" through "E4." Only the spatial relationships of the illustrations on the map are being presented for your information.

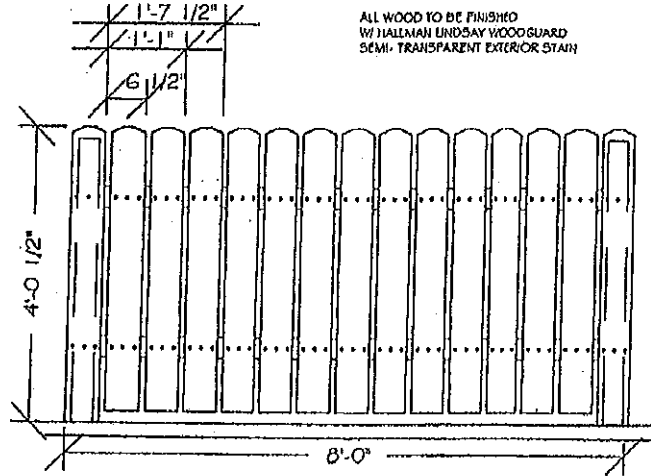
A handwritten signature in black ink, appearing to read 'Gregory J. Paradise', is written over a horizontal line. The signature is stylized and somewhat cursive.

Gregory J. Paradise

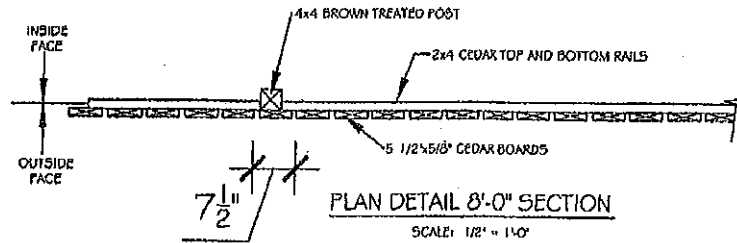
Exhibit "E1"

NOTE: 4x4 POSTS TO BE TREATED WOOD

ALL WOOD TO BE FINISHED WITH JALLMAN LINDSAY WOOD GUARD SEMI-TRANSPARENT EXTERIOR STAIN



ELEVATION TYPICAL 8'-0" SECTION 6" PICKETS
SCALE: 1/2" = 1'-0"



4'0 PICKET FENCE DETAIL

| | | | |
|---|--------------------------|----------------------------|---------------------------------|
| Model: _____ | | Custom Designed Part _____ | |
| Lot/Subdivision: _____ | | Address: _____ | |
| Base Plan: _____ | Base Plan Revised: _____ | Drawn By: _____ | Customer Approval: _____ / 2004 |
| Date: _____ | | Date: _____ / 2004 | |
| <p>Do Not Scale Note: All dimensions are stud to stud.</p> | | | |
| Revised: _____ | | Revised: _____ | |

VERIDIAN HOMES

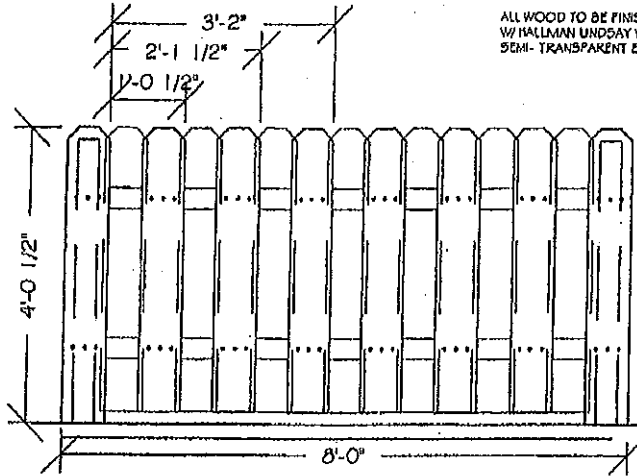
6001 South Towne Drive - Madison, WI 53713
(608)226-9100 Fax: (608)226-0600

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Exhibit "E2"

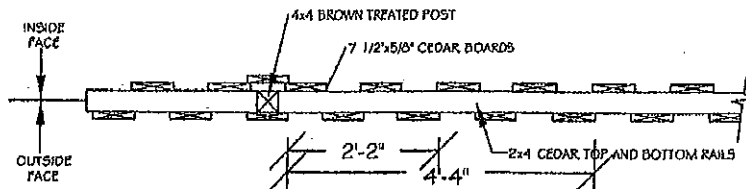
NOTE: 4x4 POSTS TO BE TREATED WOOD

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



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

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



PLAN DETAIL 8'-0" SECTION

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

4'0 BOARD ON BOARD FENCE DETAIL

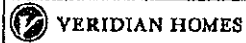
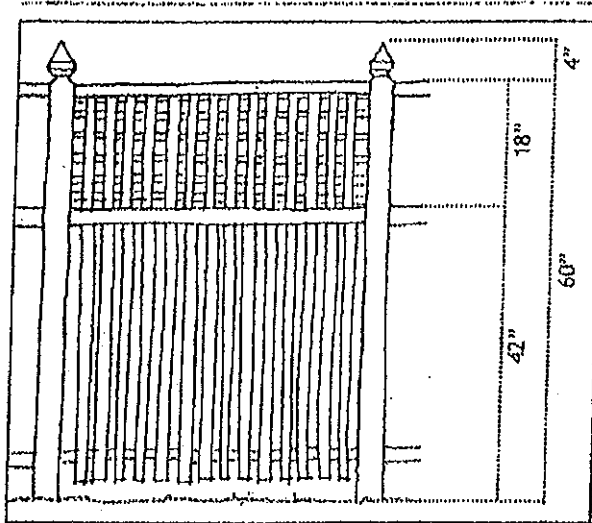
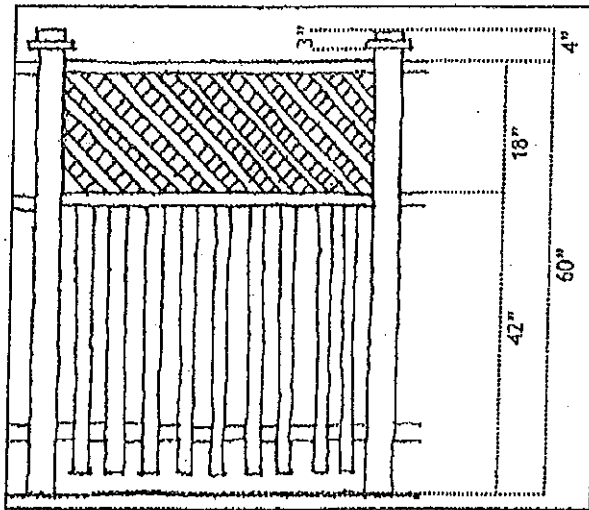
| | | |
|---|--------------------------------|---|
| Model: _____ | Custom Designed For: _____ |  <p>VERIDIAN HOMES</p> <p>6801 South Towne Drive • Madison, WI 53713 (608)226-3100 Fax: (608)226-0600</p> <p><small>© Copyright © 2004 Veridian Homes. Product and Architectural Drawings are the property of Veridian Homes. All rights reserved.</small></p> |
| Lot#: _____ Address: _____ | Lot: _____ Address: _____ | |
| Base Plan _____ Plan _____ | Drawn By: _____ Date: _____ | Customer Approval: _____ / 2004 DSH Approval: _____ / 2004 |
| <p>Do Not Scale</p> <p><small>Note: All dimensions are stud to stud.</small></p> | | <p><small>Note: Please review carefully. What is shown on this drawing shall not be construed as a contract. We will not be held responsible for errors if work is built according to the customer's verbal plan.</small></p> |

Exhibit E3



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



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


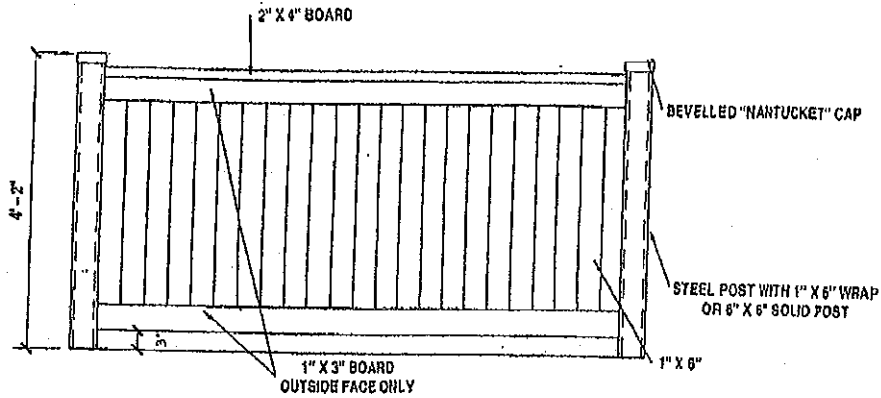
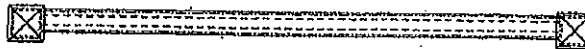
| | | |
|--------------------------|--|---|
| Model: _____ | Custom Designed For: _____ |  VERIDIAN HOMES 6801 South Towne Drive • Madison, WI 53713 (608)226-3100 Fax (608)226-0600 <small>© Copyright 2004 Veridian Homes. Protected Under Architectural Works Copyright Protection Act of 1990.</small> |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

Exhibit "E-4"

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



ELEVATION TYPICAL 8'-0" SECTION
SCALE: 1/2" = 1'-0"



PLAN DETAIL 8'-0" SECTION
SCALE: 1/2" = 1'-0"

| | | | |
|---|--|---|---------------------------------|
| Model: _____ | | Custom Designed For: _____ | |
| ELEVATION | | Lot/Subdivision: _____ | |
| Base Plan _____ | | Address: _____ | |
| Plan Revised: _____ | | Drawn By: _____ | Customer Approval: _____ / 2004 |
| | | Date: _____ | OSH Approval: _____ / 2004 |
| <p>Do Not Scale Note: All dimensions are stud to stud.</p> | | | |
| Revised: _____ | | <p>VERIDIAN HOMES 6601 South Towne Drive - Madison, WI 53718 (608)226-8100 Fax: (608)226-0600 © Copyright 2004 Veridian Homes. Protected Under Architectural Works Copyright Protection Act of 1990.</p> | |

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5018790

08/22/2013 2:23 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 50

PLAT OF MEADOW CROSSING

SECOND RESTATEMENT OF DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND NOTICES

**RE: SEE EXHIBIT "A", ATTACHED
HERETO AND INCORPORATED HEREIN
BY REFERENCE**

**CITY OF SUN PRAIRIE, DANE
COUNTY, WI.**

Drafted by and return to:
Atty. Gregory J. Paradise
Mohs, MacDonald, Widder,
Paradise & Van Note
20 N. Carroll Street
Madison, WI 53703

See Exhibit B
(Parcel Identification Numbers)

THIS SECOND RESTATEMENT OF DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND NOTICES (the "**Declaration**") is made by MREC VH MC Investments LLC, a Delaware Limited Liability Company ("**Investments**") and MREC VH Meadow Crossing LLC, a Delaware Limited Liability Company ("**Project**") and collectively with Investments the "**Developer**").

WHEREAS, pursuant to that certain Assignment of Developer's Rights Agreement dated April 12, 2013, Developer is the "Developer" as that term is defined in the Restated Declaration, as that term is defined below; and

WHEREAS, this Declaration concerns that certain Restated Declaration of Covenants, Restrictions, Easements and Notices for Meadow Crossing and any future additions to Meadow Crossing, in the City of Sun Prairie, Dane County, Wisconsin, recorded in the office

of the Dane County, Wisconsin Register of Deeds on May 24, 2006, as Document No. 4195297, as amended by that certain Amendment recorded in the office of the Dane County, Wisconsin Register of Deeds on February 15, 2006, as Document No. 4162093 (collectively, and with any other amendments not specifically described herein, the "**Restated Declaration**");

WHEREAS, pursuant to the terms of the Restated Declaration, Developer has the right and authority to amend the Restated Declaration in full or in part; and

WHEREAS, Developer wishes to amend, replace and restate the Restated Declaration in its entirety with this Declaration.

NOW, THEREFORE, Developer does hereby for itself, its successors and assigns, impose upon the Property this Declaration.

PREAMBLE

This Declaration shall amend, supersede and replace in its entirety the Restated Declaration as well as that certain Declaration of Covenants, Restrictions, Easements and Notices for Meadow Crossing, Sun Prairie recorded in the office of the Dane County, Wisconsin Register of Deeds on December 22, 2005, as Document No. 4146082 (the "**Original Declaration**"), to the extent not previously amended, replaced and superseded by the Restated Declaration.

PART A **ASSOCIATION MATTERS**

A-1) Definitions.

A) "Association" shall mean and refer to as the Meadow Crossing Association, Inc., and its successors and assigns.

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

C) "Developer" shall have the meaning set out in the first paragraph of this Declaration, and their respective successors and assigns.

D) "Lot" or "Lots" shall mean and refer to the real property described in Exhibit "A", excluding the Outlots described herein. The term "Property" or "Properties" shall be synonymous with the term Lot.

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

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

G) "Subdivision" shall refer to the lands described in Exhibit "A", including all Lots and Outlots described therein. The term "Subdivision" is synonymous with the term "Development".

A-2) Membership and Voting Rights.

A) **Members.** Each Owner of a Lot shall automatically be or become a member ("**Member**") of the Association. By acceptance of the Deed or other instrument of conveyance, the Owner(s) of each Lot consent to such Owner's membership in the Association whether or not specified on the deed to the Owner. Membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. The Association shall have authority to manage the Common Property. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be Members of the Association. Tenants of Properties who are not Owners shall not be Members of the Association. To the extent that Developer owns any Lot, Developer shall be a Member of the Association until such ownership terminates. The By-Laws of the Association, shall be as set forth in Exhibit "C", attached hereto and incorporated herein by reference. Effective upon the recording of this Declaration, all prior By-Laws of the Association shall be null and void, and shall be replaced and superseded with the attached By-Laws. As used herein the term "**By-Laws**" shall mean and refer to the attached Exhibit "C".

B) Voting Rights.

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

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

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

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

A-3) Description.

A) Responsibility for Assessments. Developer shall turn over to the Association, at the time control is turned over to the Members, any surplus received by the Association of income over expenses. Assessments shall be based on the number of assessment units (an "**Assessment Unit**"), which are assigned to Lots in the Development based upon their intended use at the present time. The number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units for all Lots in the Development to arrive at a particular Lot's percentage share ("**Percentage Interest**") of assessments for common area maintenance and other expenses, which the Association is permitted to assess to Members under the Declaration. The Developer shall be responsible for payment of assessments on Lots owned by Developer only at such time as a Developer owned Lot has been improved with street, utilities and such other improvements as are necessary to permit commencement of construction on such Lot. For the purposes of the following table, a single family residence shall be deemed a single Dwelling Unit. In the case of multi-family properties, each apartment unit or condominium unit is considered a separate Dwelling Unit.

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

B) Percentage Interest for Condemnation or Insurance Proceeds. For the purposes of establishing an Owner's percentage of insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner as determined under A-3(A), above.

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

D) Ownership.

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

2) Taxes, assessments or other charges on the Common Property may be divided according to each Owner's Percentage Interest and assessed by the taxing authority or may be an assessment by the Association against each of the Lots in an amount equal to the Percentage Interest attributable to such Lot.

3) The Common Property shall be conveyed to the Association by the Developer at any time after the date hereof. Subject to its right to assess the Association Members, Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned by the Association. General property taxes, assessments and other charges shall be prorated between the Developer and the Association based on the date of conveyance by the Developer to the Association.

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

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

A) **Maintenance Requirements.**

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

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

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

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

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

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

B) Assessments.

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

2) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, may, whenever necessary or appropriate, levy special assessments ("**Special Assessments**") against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Association and/or the Management Company may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. Special Assessments shall be paid at such time and in such manner as the Association or the Management Company may determine. Any Special Assessment or installment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

3) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on such Lot. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of Ownership. The Association or the

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

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

D) Joint and Several 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 therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Property conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Declaration in excess of the amount therein set forth.

PART B

CONDITIONS, COVENANTS AND RESTRICTIONS

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

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

A) Lots 1-31, 39-67, 70-231 and 248-258 shall be used exclusively for single family residential purposes.

B) Lots 33-37, 69 and 232-247 shall be used only for residential purposes, and the building to be constructed on each Lot shall be a duplex.

C) Lots 32, 38 and 68 shall be used for multi-family housing.

D) Outlots shall be used for the purposes specified in the Subdivision Plat.

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

B-4) Dwellings and Landscaping. The landscaping to be installed on all Lots must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points as set forth hereafter as described in Exhibit “C”, attached hereto and incorporated herein by reference and further described in the Design Guidelines. The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit “D”, attached hereto and incorporated herein by reference and further referenced in the Design Guidelines. The structure and the minimum landscaping requirements shall be completed within nine (9) months after issuance of a building permit. All driveways shall be of concrete and shall be installed within nine (9) months after substantial completion of the structure. No outbuilding or accessory building of any nature shall be erected on any Lot with the exception of detached garages approved by the Committee in advance of construction. No above-ground swimming pools shall be permitted. All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every 14 days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition. If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with the terms of Section A-4 (B)(2) above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

B-5) Vehicle and/or Equipment Storage. No unregistered, inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, recreational vehicles, (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 Equipment in a driveway 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 said Lots (including driveways and lawn areas) except in an enclosed garage. Personal property consisting of automobiles, motorcycles or non-commercial trucks, registered, operable and in good working order, may be parked in the driveway without restriction

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

B-7) Easements.

A) No structure, planting, or other materials shall be placed or permitted to remain within any easement of record (an “**Easement**”) if any, which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water or the direction of such flow through the Easement or through such other drainage channels or swales that may have been created by the Plat or otherwise. The Easements located on each Lot and all improvements therein shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

B) The Intra-block drainage Easement shall be graded with the construction of each principal structure in accordance with the approved Stormwater Drainage Plan on file with the City Engineer and the Zoning Administrator.

C) Certain Lots within the Plat may be subject to a Joint Driveway Easement and/or Maintenance Agreements for driveway purposes. Certain joint driveway easements are or may be shown on the Plat and will be subject to a Joint Driveway Easement (“**Joint Driveway Easement**”) and/or Maintenance Agreements (“**Maintenance Agreements**”) setting forth the adjoining Lot Owners’ rights to use and obligations to maintain the joint driveway. The configurations of some Lots on the public alleys may require that they have a shared driveway. In some cases, that will require one Lot to grant the other an easement permitting use of the joint portion of the driveway and allocating responsibility for maintenance costs. In other cases, the Lot will only have a Joint Maintenance Agreement (“**Joint Maintenance Agreement**”) allocating responsibility for maintenance of the joint driveway located in the public-right-of-way.

D) Public utility easements are five feet (5’) wide unless otherwise noted on the Plat. Utility easements as set forth on the Plat are for the use of public and private utilities having the right to serve the area.

E) All lots within this plat are subject to a non-exclusive easement for drainage purposes which shall be a minimum of five feet (5’) in width measured from the property line to the interior of each lot except that the easement shall be ten feet (10’) in width on the perimeter of the Plat. Easements shall not be required on the property lines shared with greenways or public streets.

B-8) Slope and Swale Areas.

A) The graded slopes and swales as established by Developer shall remain as permanent. Within these slopes and swales, no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope and swale ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water

through drainage channels. The slopes and swales of each Lot and all improvements in them shall be maintained continuously by the Owner of a Lot, at the Owner's sole expense, except for those improvements for which a public authority or utility company is responsible.

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

C) In the event of any conflict between any building plans and any storm water management plan, which is binding on Developer or the Development, the storm water management plan shall control. Developer and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance or correction of any drainage condition and the Lot Owner shall be responsible for the cost thereof.

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

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

B-10) Temporary Structures. No secondary structures, such as a shack, shed, barn or other outbuilding shall be permitted on any Lot. No structure of a temporary character, such as trailer, tent, etc shall be used on any Lot at any time as a residence, either temporarily or permanently.

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

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

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

B-14) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property

lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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

PART C

ARCHITECTURAL CONTROL COMMITTEE

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

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

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

C-2) Architectural Control. No structure, whether residence, accessory building, tennis court, swimming pool, decks, patios, 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 a complete Architectural Review Application ("**Application**") in the form attached hereto as Exhibit "E" and incorporated herein by reference, is submitted to the Committee, together with complete plans, specifications and plot plans, and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways,

the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee.

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

C-4) Procedure.

A) Neither the Members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed \$50.00 for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after application, plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied.

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

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

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

E) The Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as Common Property expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The Members of the Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

F) The requirements of this Part C shall be equally applicable to improvements made to any Outlot that is not owned by or dedicated to the City of Sun Prairie.

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

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

Meadow Crossing Association, Inc.
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713

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

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

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

C-10) Successor to Committee. 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 Committee control, the Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder.

PART D **DESIGN GUIDELINES**

D-1) Single Family Dwelling Units.

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

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

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

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

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

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

C) Garage.

1) There shall be a minimum of a two (2) car, 20' x 20' garage per dwelling. Tandem garage shall be a minimum of 12' x 36' and may substitute for the 20'x 20' required above.

2) The maximum garage width exposed on the front elevation shall be no

greater than fifty percent (50%) of the overall building width.

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

4) Tandem, split or side entry garages are encouraged for three or four car garages. For 3-car front entry garages, the third stall must have a minimum setback of the greater of two feet (2') from the two-car garage line or as required by compatible roof design. Overall garage width must comply with zoning and design guideline standards.

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

D) Ornamental Design Elements.

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

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

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

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

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

E) Roof/Facias/Soffits/Eaves.

1) Roof Standards:

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

- b) Roof material shall be Owens Corning Oakridge 30 architectural shingle or equal as approved by the Committee. Colors shall be as outlined in the approved neighborhood color chart.
 - c) Use of an eyebrow roof or projecting gable is required at brick walls not extending into a gable are encouraged, as appropriate, at double gable returns and porch column caps.
 - d) Hip roof design, porches or other elements deemed appropriate by the Architectural Control Committee may be used in lieu of specific gable requirements.
- 2) Fascia, Soffit and Eave Standards:
- a) Fascia shall be 6" or 8" minimum, as determined by plan, aluminum with colors as outlined in the Color Chart, wood may be used when appropriate to the architectural style.
 - b) Aluminum soffit and eave color shall match fascia.
 - c) A minimum twelve-inch (12") overhang is required at typical eaves and gable ends. However, six inches (6") is allowable with projections less than 6'-0" in width, such as the fireplace chase and a small bay window, and beyond structure line at open porches.

F) Exterior Wall Surfaces.

- 1) Siding material shall be Wolverine Classic Triple 3 smooth finish or equal as approved by the Committee. Classic double 4.5 or special shapes may be used as appropriate to architectural style. Colors shall be as outlined in the approved neighborhood color chart.
- 2) Windows may be vinyl, vinyl clad, aluminum clad or wood with colors as outlined in the approved neighborhood color chart.
- 3) Variation of wall planes on primary elevations is encouraged.
- 4) Any elevations facing public streets or spaces shall have a minimum of two (2) windows with wrap trim or shutters and window grills as appropriate and one (1) gable vent.
- 5) The use of brick or stone is encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, a soldier course window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

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

D-2) Other Improvements.

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

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

- a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
- b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
- c) Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot.
- d) A fencing stain or paint color sample must be submitted to the Committee for approval.

2) Appropriate uses of fencing:

- a) Fencing shall be limited to rear and side yards only.
- b) Fencing shall meet up with the corners of the home or garage and may not project past the front face of home or garage.
- c) Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.
- d) Fencing at side yards of corner lots shall be placed a minimum of 6 inches from the property line (approximately 1 foot from sidewalk) for all zoning classifications.

3) Inappropriate use of fencing:

- a) Fencing in front yards shall not be permitted.
- b) Fencing shall not occur in freestanding segments or be

placed arbitrarily.

- c) Fencing shall not meet porch or deck corners.
- d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

B) Decks. All decks must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the City of Sun Prairie may be required to construct a deck. Committee approval does not supersede the need for any municipal approvals or permits.

- 1) Appropriate deck design shall incorporate the following criteria:
 - a) Deck(s) shall be proportionate in size to the footprint of the dwelling
 - b) Deck(s) shall be proportionate in length and width
 - c) Deck(s) shall not project past the rear or side yard setbacks
 - d) Deck(s) at side yards of corner lots may not project past the corner of the home or garage for that side facing the street.
 - e) Deck(s) must be stained or painted
- 2) Inappropriate deck design:
 - a) Deck(s) in front yards shall not be permitted.
 - b) Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.
 - c) Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

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

- 1) Fencing surrounding kennel or run shall consist of wood and shall be stained or painted. Only two styles of fencing are permitted and are detailed in Exhibits "E-1" and "E-2".
 - a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.

- b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
 - c) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run.
 - d) A fencing stain or paint color sample must be submitted to the Committee for approval.
- 2) Appropriate placement of kennels or runs:
- a) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.
 - b) Kennel or run shall meet up with the corners of the home or garage and may not project past the face of home or garage.
 - c) Only one kennel or run is permitted per Lot.
 - d) Kennels must be oriented with the long side parallel to home.
- 3) Inappropriate placement of kennels or runs:
- a) Kennel or run in front or side yards shall not be permitted.
 - b) Kennel or run shall not occur in freestanding segments or be placed arbitrarily on the lot.
 - c) Kennel or run shall not meet porch or deck corners.
 - d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

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

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

- A) Appropriate antennae or satellite dish placement:**
- a) Only one antennae or satellite dish shall be allowed per lot.

b) The location of the satellite dish can be any of the following and shall not be visible from the curb directly in front of the home:

(i) On a pole in the backyard and located close to the home.

(ii) Attached to the deck.

(iii) On the rear roof line of the home.

1. A satellite dish shall not project past the uppermost roof ridgeline. This method is not recommended by the Committee as you may have water infiltration issues if the dish is not properly installed and roof repairs may not be covered under the applicable roof warranty.

B) Inappropriate antennae or satellite dish placement:

a) Antennae or satellite dish in front or side yards shall not be permitted.

b) Antennae or satellite dish shall not interfere with utility equipment.

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

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

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

PART E

GENERAL PROVISIONS

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

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

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

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

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

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

E-7) Notices.

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

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

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

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

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

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

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

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

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

E-14) Disclosures.

A) Notice of Assessment. The City of Sun Prairie has installed traffic signals at the intersection of County Trunk Highway N and State Trunk Highway 19, at Hawthorne Drive and CTH N, and may install other traffic signals or traffic control measures at other locations near the Subdivision. It may assess part of the cost of such traffic signals to the Subdivision. Each Owner shall be obligated to pay any such special assessment levied against the Owner's Lot.

B) Notice Regarding Gas Line Easement. A natural gas transmission line owned by ANR Pipeline Company is located within an easement within the Subdivision. The pipeline easement is shown on the plat for the Subdivision, ANR Pipeline Company has guidelines for making improvements within their easement. Prior to conducting any work within such gas line easement, contact should be made with ANR to obtain these guidelines and consent for such work from ANR.

C) Notice Regarding Hockey Facility.

(1) An indoor hockey facility has been approved and will be constructed on the west side

of CTH N directly to the west of the northerlymost part of the Subdivision, using a portion of the public park land dedicated to the City by Developer. Such a facility could produce traffic and light which might affect nearby residents. For further information concerning this project, contact should be made with the Sun Prairie Parks Department.

D) Notice Regarding Pedestrian Overpass/Underpass. The City of Sun Prairie has indicated that it is possible that a pedestrian overpass/underpass crossing CTH N may be constructed at some point in the future connecting Outlet 1 within the Subdivision with the lands West of CTH N. The Developer cannot provide any assurance that such a facility will or will not be constructed at some point in the future, nor any information as to how such a facility will be financed if it was to be built. It is possible that such a facility, if it was to be built, could be financed by special assessments. For further information, contact should be made with the City of Sun Prairie Engineering Department.

E) Notice Regarding Bike Trails, Waterways and Ponds.

(1) Certain outlets within the Subdivision will contain public bike trails. Lot owners are advised that such bike trails are open to the public for pedestrian and bicycle use and are under the control of the City of Sun Prairie. Neither the Developer nor the Association will have any control over the use of such public bike trails.

(2) A navigable waterway exists within the Subdivision and is located within public outlets within the Subdivision as shown on the plat. This waterway may experience rapidly rising water levels during periods of rainfall, snow melt or other circumstances. Playing in or around such waterway during such times should not be permitted by parents or guardians of children. Parents and guardians of children should exercise care at all times regarding their children with respect to such navigable waterway.

(3) One or more stormwater management ponds located within outlots within the Subdivision are designed to be wet detention ponds. As wet detention ponds, these ponds are designed to hold water for an extended period of time. These ponds are not designed or intended to be used for recreational purposes of any kind at anytime. Residents and guests within the Subdivision should not use such ponds for recreational purposes at anytime. Parents and guardians should exercise care at all times regarding their children with respect to such detention ponds.

F) Notice Regarding Maintenance of Public Outlots. All of the outlots within the Subdivision which are dedicated to the public will be owned by the City of Sun Prairie, and the City of Sun Prairie shall be responsible for the maintenance of such outlots. Neither the Developer nor the Association shall be responsible for the maintenance of such public outlets. The City of Sun Prairie will establish the maintenance standards for such public outlets. Lot owners are advised that such public outlets will not be maintained as a lawn area, and may not be mowed on a regular basis by the City. The City of Sun Prairie may adopt a low maintenance policy with regard to such areas. Any questions concerning the maintenance standards to be employed by the City with regard to such public outlots should be directed to the City of Sun Prairie Public Works Department.

G) Notice and Covenant Regarding High Ground Water Levels. High ground water levels have been detected within the Subdivision. All lots in the Subdivision have the potential to have high ground water levels which may require the use of drain tile and/or sump

pumps, and which may affect the establishment of the floor elevation for the lowest floor in any building on any Lot in the Subdivision. Before establishing the elevation of the lowest floor in any building on any Lot in the Subdivision, the Owner or builder should fully investigate the correct elevation of such floor to make sure that such elevation will not lead to ground water problems with the residence. Further, all residences shall be constructed with foundation drain tile, and special attention shall be paid by the Owner and builder to this issue in planning the construction of any dwelling in the Subdivision. Per Sun Prairie Code Sec. 15.04.120, where the lowest floor is more than four feet below grade, a sump pump must be installed.

H) Notice Regarding Duplex and Multi-Family Lots. All single family lot owners are hereby notified that the following Lots within the Subdivision are duplex lots, each of which is anticipated to have two housing units on it, which could be owner occupied condominium units or rental units: Lots 33-37, 69, and 232-247. All single family and duplex lot owners are hereby notified that the following Lots within the Subdivision are multi-family lots, each of which is expected to have multiple housing units on them, which could be owner occupied condominium units or rental units, in one or more buildings on each such lot: 32, 38 and 68.

I) Notice Regarding Alleys. Certain lots have access to alleys. Owners of such lots are hereby notified that trash and garbage collection for all such lots may be at the alley side or at the public street side of such lots, depending on the arrangements made by the Developer or lot owner with the City of Sun Prairie and City policies.

J) Notice Regarding Joint Driveway Easements. The owners of the following Lots within the Subdivision shall have a perpetual, non-exclusive easement for the driveway purposes only, on, over and across that part of the lot paired with such lot as specified below, as set forth in the joint driveway easement instrument which is recorded in relation to such lots at or before the time of closing, which instrument shall include such other terms and conditions as are specified therein: Lots 174 and 175, 176 and 177, 178 and 179, 222 and 223, 224 and 225, 226 and 227, 228 and 229, and 230 and 231.

E-15) City of Sun Prairie Required Provisions. The following provisions are required to be maintained by the City of Sun Prairie as a part of this Declaration. The following provisions may not be amended except with the advance written consent of the City of Sun Prairie.

A) Each single-family building constructed on any Lot shall have an attached garage that contains not less than two nor more than three automobile garage stalls. Each duplex constructed on any Lot shall have an attached garage with stalls for two automobiles. All garage doors facing a street shall have a standardized height set by the Committee. The Committee shall encourage all corner Lots to have side-entry garages. The Sun Prairie zoning ordinance generally allows a 20 foot front yard setback for the residential component of a building, if the front yard setback for the garage is at least 30 feet. The Committee generally encourages Owners to follow these setbacks. It is important that the garage door does not dominate the architectural presence of the public street façade. The garage shall not extend closer to the street than the front structural wall of the residential component of the house façade and any other similar elements, including a covered front porch, provided the porch is not deeper than five (5) feet. In addition, forward facing garages shall not make up more than 50% of the overall width of the street elevation of any building. Three-stall garages may exceed the 50% requirement, provided that one stall shall be setback at least 18 inches from the others and shall include a change in the roofline to help offset the width of the garage.

The Committee may grant variances to the requirements of this section if steep topography or other major site constraints reasonably inhibit the feasibility of this standard.

B) The Subdivision includes loose cluster development. The following Lots affected by loose cluster development shall maintain a 0.1 opacity bufferyard:

Lots 1 through 7, 9 through 15, 19 through 20, 87, 109, 158 through 159, 161 through 164, 173 through 179, 222 through 231, and 248 through 258.

The Owner of any such Lot shall meet the requirement for the 0.1 opacity bufferyard by employing one of the landscape options described in Section 17.32.090 of the Municipality's zoning ordinance. The Municipality will not issue a certificate of occupancy for any such Lot until the required bufferyard is planted or until the Owner makes an agreement with the Municipality's building inspector to install the required bufferyard.

C) No signs of any type shall be displayed on any Lot without prior written approval of the Committee, and, if applicable, the City, except lawn signs of not more than seven square feet advertising a home, Lot for sale or signs of any size displayed by the Developer as part of the Developer's marketing of the Lots, signs of a builder not larger than 4 feet by 4 feet advertising the builder's model home or homes, or other signs of builders approved in writing by Developer promoting the builder's lots or homes. The Developer may also erect permanent signs at entrances identifying the Subdivision. The Developer is required by the City of Sun Prairie to install signs along the rear lot line of certain lots within the Subdivision which indicate that no mowing or other encroachments are allowed on the adjoining public outlots. The wording on such signs is subject to approval of the Sun Prairie Director of Public Works.

D) Access to certain Lots from adjoining public streets is restricted as follows:

(i) Lots 1, 32, 38 and 68 shall not have access to County Highway N.

(ii) There shall be no direct vehicular access from the west 200 feet of Lots 38 and 68 to Hawthorn Drive.

(iii) There shall be no direct vehicular access from the west 200 feet of Lot 32 to Sanibel Lane.

(iv) For each Lot which abuts both Hawthorn Drive and a local/side street, and for each Lot which abuts both South Musket Ridge Drive and a local/side street, driveway access shall be to the local/side street. The lots affected by this restriction are the following: Lots 62, 67, 79, 88, 110, 123, 125, 143, 144, 153, 156, 160, 164, 165, 172, 173, 180, 190, 210, 221 and 248.

(v) The following lots shall be required to share a common driveway with the adjoining lot: Lots 174 and 175, 176 and 177, 178 and 179, 222 and 223, 224 and 225, 226 and 227, 228 and 229, and 230 and 231.

E) Rooftop runoff from all future buildings within the Subdivision shall be directed to pervious areas such as lawns, rain gardens, or other densely vegetated areas, that provide a minimum flow length of 20 feet. Downspouts shall not be directed to driveways or

streets, unless such direction is not possible to avoid. This runoff shall be dispersed in a manner that does not contribute to soil erosion. No component of the stormwater treatment system, including stormwater conveyances, detention basins, infiltration areas and outlets, may be disturbed, obstructed or encroached upon in any way.

F) The Association shall repair and maintain the Common Property in the Subdivision which are designated from time-to-time by the Association, including but not limited, the following:

(i) The landscaped medians at Hawthorne Drive and CTH "N".

(ii) The signs required to be erected by the Developer along public outlots to discourage encroachments.

(iii) The two Subdivision entrance signs.

(iv) Landscaping berms along CTH N, to include an irrigated berm.

G) Any amendment related to specific items agreed to in the annexation and predevelopment agreement, or required by any of the approving resolutions for this Development, must be agreed to by the City of Sun Prairie. In no event shall any amendment be made to Section E-14(F) or (I) or any part of E-15, without the written consent of the City of Sun Prairie.

H) All Lots are further subject to the applicable zoning laws, ordinances and building codes whichever is most restrictive.

I) Buyers are hereby notified that the Subdivision is located in the vicinity of Angell Park, which is owned by the Sun Prairie Volunteer Fire Department Company, Inc. Angell Park is the site of the Angell Park Speedway on which midget auto races are conducted during the Spring, Summer, and Fall each year, currently on Sunday night of each week. In addition, the Sun Prairie Corn Festival is conducted annually on the grounds of Angell Park, along with other annual or seasonal events which may vary in number from year to year, such as tractor pulls, flea markets and the like. Some of these events generate noise which may propagate to the south and east of the Angell Park site and may move across the Subdivision. This noise may be generated by motor vehicle racing, carnival rides, musical performances, fireworks and other noise generators.

At the request of the owner of Angell Park and the City of Sun Prairie, the Subdivision shall be and hereby is made subject to a noise easement in favor of Angell Park. Under this easement Angell Park shall have the right to continue to conduct the activities described in this section which are currently conducted at Angell Park and to generate the noise which accompanies such current activities. Neither the Association nor any Owner shall have the right to assert any claim against the owner or tenant of Angell Park to abate the noise generated by the activities currently conducted at Angell Park as described in this section. This easement shall be perpetual, shall run with the land, and shall be binding upon and inure to the benefit of the owner of Angell Park and the Developer and owner of the Subdivision, and their representatives, successors and assigns.

J) The Lots may experience noise from nearby streets and highways at levels exceeding the levels in Table 1 in Section Trans 405.04 of the Wisconsin Administrative Code.

The levels in Table 1 are based on federal standards. Each Owner shall be responsible for the abatement of such noise to protect the Owner's Lot and its occupants.

K) Drainage Easement.

1) Each Lot shall be subject to a perpetual, non-exclusive easement for drainage in favor of all adjoining lands which drain onto the Lot.

2) These easements shall be located as follows:

(i) On Lots which are on the perimeter of the Plat, a 12-foot strip adjacent to the Lot boundary which is coincident with the perimeter of the Plat shall be subject to the easement. A strip 6-feet in width adjacent to each other boundary of a perimeter Lot shall be subject to the easement.

(ii) On all Lots which are not on the perimeter of the Plat, a 6-foot strip adjacent to each boundary of the lot shall be subject to the easement.

3) As an exception, there shall be no easement adjacent to any Lot boundary shared with the boundary of an adjoining greenway or public street. For each Lot, the Owner of the Lot or the Owner's builder shall grade all such easement strips on the Lot in accordance with the approved stormwater drainage plan on file with the City Engineer and the Zoning Administrator of the City of Sun Prairie, as that plan is amended in accordance with the Sun Prairie general ordinances, and the Overall Site Grading Plan and Phase I Lot Corner Elevations prepared by Held Engineering. Developer will not so grade, disclaims any obligation to so grade, and shall not under any circumstance be held liable for such grading. Subsequent to the completion of such grading in accordance with the stormwater drainage plan on file with the City Engineer and the Zoning Administrator, and the Overall Site Grading Plan and Phase I Lot Corner Elevations prepared by Held Engineering, the Owner or builder on such Lot may not alter the grading within such easement area without the written consent of the City of Sun Prairie. Owners are obligated to maintain the easement areas provided by this section, at their expense. In the event that the Owner or any builder shall violate any of the provisions of this section, the Developer or the City of Sun Prairie may enter the lot involved and cure the default at the expense of the Owner

L) Elevations. The elevation of the lowest opening in the foundation for certain Lots shall be per the following chart:

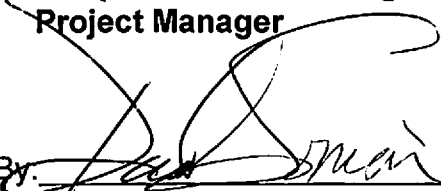
| Lot | Elevation (referenced to City of Sun Prairie datum) |
|-------------------------------|--|
| 68-78 and 80-87 | 945.5 |
| 88-98 and 110-114 | 947.5 |
| 115-117 | 948.0 |
| 118-122 | 949.0 |
| 124-127 | 950.5 |
| 128-132 | 949.0 |
| 159-161 | 955.0 |
| 99, 101-105, 133, and 135-139 | 952.0 |

Dated this 22 day of August, 2013.

INVESTMENTS

**MREC VH MC INVESTMENTS LLC, a Delaware
Limited Liability Company**

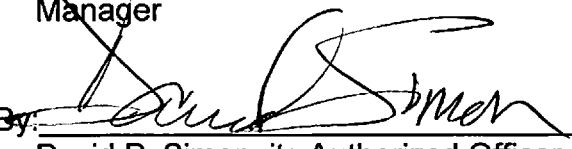
**VH Meadow Crossing, LLC, its Member and
Project Manager**

By: 
David P. Simon, its Authorized Officer and Signatory

PROJECT

**MREC VH Meadow Crossing LLC, a Delaware
Limited Liability Company**

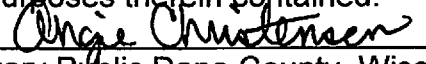
**VH Meadow Crossing, LLC, its Member and Project
Manager**

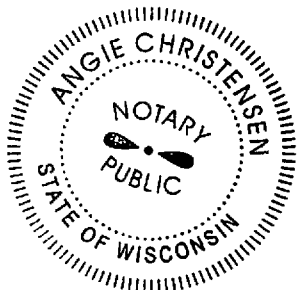
By: 
David P. Simon, its Authorized Officer and Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 22 day of August, 2013, David P. Simon,
to me known to be such person in such capacity who executed the foregoing instrument and
acknowledged that he executed the same for the purposes therein contained.


Notary Public Dane County, Wisconsin
My Commission Expires: 5-16



**MEADOW CROSSING, CITY OF SUN PRAIRIE
EXHIBIT A**

| | | | |
|---------|--------------|---------|--------------|
| LOT 001 | 081109240012 | LOT 025 | 081109242652 |
| LOT 002 | 081109240122 | LOT 026 | 081109242762 |
| LOT 003 | 081109240232 | LOT 027 | 081109242872 |
| LOT 004 | 081109240342 | LOT 028 | 081109242982 |
| LOT 005 | 081109240452 | LOT 029 | 081109243092 |
| LOT 006 | 081109240562 | LOT 030 | 081109243202 |
| LOT 007 | 081109240672 | LOT 031 | 081109243312 |
| LOT 008 | 081109240782 | LOT 032 | 081109243422 |
| LOT 009 | 081109240892 | LOT 033 | 081109243532 |
| LOT 010 | 081109241002 | LOT 034 | 081109243642 |
| LOT 011 | 081109241112 | LOT 035 | 081109243752 |
| LOT 012 | 081109241222 | LOT 036 | 081109243862 |
| LOT 013 | 081109241332 | LOT 037 | 081109243972 |
| LOT 014 | 081109241442 | LOT 038 | 081109244082 |
| LOT 015 | 081109241552 | LOT 039 | 081109244192 |
| LOT 016 | 081109241662 | LOT 040 | 081109244302 |
| LOT 017 | 081109241772 | LOT 041 | 081109244412 |
| LOT 018 | 081109241882 | LOT 042 | 081109244522 |
| LOT 019 | 081109241992 | LOT 043 | 081109244632 |
| LOT 020 | 081109242102 | LOT 044 | 081109244742 |
| LOT 021 | 081109242212 | LOT 045 | 081109244852 |
| LOT 022 | 081109242322 | LOT 046 | 081109244962 |
| LOT 023 | 081109242432 | LOT 047 | 081109245072 |
| LOT 024 | 081109242542 | LOT 048 | 081109245182 |

**MEADOW CROSSING, CITY OF SUN PRAIRIE
EXHIBIT A**

| | | | |
|---------|--------------|---------|--------------|
| LOT 049 | 081109245292 | LOT 073 | 081109320632 |
| LOT 050 | 081109245402 | LOT 074 | 081109320742 |
| LOT 051 | 081109245512 | LOT 075 | 081109320852 |
| LOT 052 | 081109245622 | LOT 076 | 081109320962 |
| LOT 053 | 081109245732 | LOT 077 | 081109321072 |
| LOT 054 | 081109245842 | LOT 078 | 081109300082 |
| LOT 055 | 081109245952 | LOT 079 | 081109300192 |
| LOT 056 | 081109246062 | LOT 080 | 081109300302 |
| LOT 057 | 081109246172 | LOT 081 | 081109300412 |
| LOT 058 | 081109246282 | LOT 082 | 081109300522 |
| LOT 059 | 081109246392 | LOT 083 | 081109300632 |
| LOT 060 | 081109246502 | LOT 084 | 081109300742 |
| LOT 061 | 081109246612 | LOT 085 | 081109300852 |
| LOT 062 | 081109246722 | LOT 086 | 081109300962 |
| LOT 063 | 081109246832 | LOT 087 | 081109301072 |
| LOT 064 | 081109246942 | LOT 088 | 081109321182 |
| LOT 065 | 081109247052 | LOT 089 | 081109247392 |
| LOT 066 | 081109247162 | LOT 090 | 081109247502 |
| LOT 067 | 081109247272 | LOT 091 | 081109247612 |
| LOT 068 | 081109320082 | LOT 092 | 081109247722 |
| LOT 069 | 081109320192 | LOT 093 | 081109247832 |
| LOT 070 | 081109320302 | LOT 094 | 081109260042 |
| LOT 071 | 081109320412 | LOT 095 | 081109260152 |
| LOT 072 | 081109320522 | LOT 096 | 081109260262 |

**MEADOW CROSSING, CITY OF SUN PRAIRIE
EXHIBIT A**

| | | | |
|---------|--------------|---------|--------------|
| LOT 097 | 081109260372 | LOT 121 | 081109262712 |
| LOT 098 | 081109260482 | LOT 122 | 081109262822 |
| LOT 099 | 081109260592 | LOT 123 | 081109262932 |
| LOT 100 | 081109260702 | LOT 124 | 081109263042 |
| LOT 101 | 081109260812 | LOT 125 | 081109263152 |
| LOT 102 | 081109260922 | LOT 126 | 081109263262 |
| LOT 103 | 081109261032 | LOT 127 | 081109263372 |
| LOT 104 | 081109261142 | LOT 128 | 081109263482 |
| LOT 105 | 081109261252 | LOT 129 | 081109263592 |
| LOT 106 | 081109261362 | LOT 130 | 081109263702 |
| LOT 107 | 081109261472 | LOT 131 | 081109263812 |
| LOT 108 | 081109261582 | LOT 132 | 081109263922 |
| LOT 109 | 081109247992 | LOT 133 | 081109264032 |
| LOT 110 | 081109301202 | LOT 134 | 081109264142 |
| LOT 111 | 081109301312 | LOT 135 | 081109264252 |
| LOT 112 | 081109261722 | LOT 136 | 081109264362 |
| LOT 113 | 081109261832 | LOT 137 | 081109264472 |
| LOT 114 | 081109261942 | LOT 138 | 081109264582 |
| LOT 115 | 081109262052 | LOT 139 | 081109264692 |
| LOT 116 | 081109262162 | LOT 140 | 081109264802 |
| LOT 117 | 081109262272 | LOT 141 | 081109264912 |
| LOT 118 | 081109262382 | LOT 142 | 081109265022 |
| LOT 119 | 081109262492 | LOT 143 | 081109265132 |
| LOT 120 | 081109262602 | LOT 144 | 081109265242 |

**MEADOW CROSSING, CITY OF SUN PRAIRIE
EXHIBIT A**

| | | | |
|---------|--------------|---------|--------------|
| LOT 145 | 081109265352 | LOT 169 | 081109267992 |
| LOT 146 | 081109265462 | LOT 170 | 081109268102 |
| LOT 147 | 081109265572 | LOT 171 | 081109268212 |
| LOT 148 | 081109265682 | LOT 172 | 081109268322 |
| LOT 149 | 081109265792 | LOT 173 | 081109268432 |
| LOT 150 | 081109265902 | LOT 174 | 081109268542 |
| LOT 151 | 081109266012 | LOT 175 | 081109268652 |
| LOT 152 | 081109266122 | LOT 176 | 081109268762 |
| LOT 153 | 081109266232 | LOT 177 | 081109301472 |
| LOT 154 | 081109266342 | LOT 178 | 081109301582 |
| LOT 155 | 081109266452 | LOT 179 | 081109301692 |
| LOT 156 | 081109266562 | LOT 180 | 081109301802 |
| LOT 157 | 081109266672 | LOT 181 | 081109301912 |
| LOT 158 | 081109266782 | LOT 182 | 081109302022 |
| LOT 159 | 081109266892 | LOT 183 | 081109302132 |
| LOT 160 | 081109267002 | LOT 184 | 081109302242 |
| LOT 161 | 081109267112 | LOT 185 | 081109302352 |
| LOT 162 | 081109267222 | LOT 186 | 081109302462 |
| LOT 163 | 081109267332 | LOT 187 | 081109302572 |
| LOT 164 | 081109267442 | LOT 188 | 081109302682 |
| LOT 165 | 081109267552 | LOT 189 | 081109302792 |
| LOT 166 | 081109267662 | LOT 190 | 081109302902 |
| LOT 167 | 081109267772 | LOT 191 | 081109303012 |
| LOT 168 | 081109267882 | LOT 192 | 081109303122 |

**MEADOW CROSSING, CITY OF SUN PRAIRIE
EXHIBIT A**

| | | | |
|---------|--------------|---------|--------------|
| LOT 193 | 081109303232 | LOT 217 | 081109305872 |
| LOT 194 | 081109303342 | LOT 218 | 081109305982 |
| LOT 195 | 081109303452 | LOT 219 | 081109306092 |
| LOT 196 | 081109303562 | LOT 220 | 081109306202 |
| LOT 197 | 081109303672 | LOT 221 | 081109306312 |
| LOT 198 | 081109303782 | LOT 222 | 081109306422 |
| LOT 199 | 081109303892 | LOT 223 | 081109306532 |
| LOT 200 | 081109304002 | LOT 224 | 081109306642 |
| LOT 201 | 081109304112 | LOT 225 | 081109306752 |
| LOT 202 | 081109304222 | LOT 226 | 081109306862 |
| LOT 203 | 081109304332 | LOT 227 | 081109306972 |
| LOT 204 | 081109304442 | LOT 228 | 081109307082 |
| LOT 205 | 081109304552 | LOT 229 | 081109307192 |
| LOT 206 | 081109304662 | LOT 230 | 081109307302 |
| LOT 207 | 081109304772 | LOT 231 | 081109307412 |
| LOT 208 | 081109304882 | LOT 232 | 081109307522 |
| LOT 209 | 081109304992 | LOT 233 | 081109307632 |
| LOT 210 | 081109305102 | LOT 234 | 081109307742 |
| LOT 211 | 081109305212 | LOT 235 | 081109307852 |
| LOT 212 | 081109305322 | LOT 236 | 081109307962 |
| LOT 213 | 081109305432 | LOT 237 | 081109308072 |
| LOT 214 | 081109305542 | LOT 238 | 081109308182 |
| LOT 215 | 081109305652 | LOT 239 | 081109308292 |
| LOT 216 | 081109305762 | LOT 240 | 081109308402 |

**MEADOW CROSSING, CITY OF SUN PRAIRIE
EXHIBIT A**

| | |
|---------|--------------|
| LOT 241 | 081109308512 |
| LOT 242 | 081109308622 |
| LOT 243 | 081109308732 |
| LOT 244 | 081109308842 |
| LOT 245 | 081109308952 |
| LOT 246 | 081109309062 |
| LOT 247 | 081109309172 |
| LOT 248 | 081109309282 |
| LOT 249 | 081109309392 |
| LOT 250 | 081109309502 |
| LOT 251 | 081109309612 |
| LOT 252 | 081109309722 |
| LOT 253 | 081109309832 |
| LOT 254 | 081109309942 |
| LOT 255 | 081109310052 |
| LOT 256 | 081109310162 |
| LOT 257 | 081109310272 |
| LOT 258 | 081109310382 |

Exhibit "B"

PARCEL IDENTIFICATION NUMBERS OF LOTS

SEE EXHIBIT "A"

EXHIBIT "C"
BY-LAWS
OF
MEADOW CROSSING ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Name. The name of the corporation shall be Meadow Crossing Association, Inc. (the "**Association**"). The Association is a duly created Wisconsin non-stock corporation.

Section 2. Principal Office. The principal office of the Association shall be 6801 South Towne Drive, Madison, Wisconsin 53713, or at such location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. The Association has been organized to manage that certain subdivision property described in Exhibit "A," attached hereto and incorporated herein by reference, as regulated by that certain Second Restatement of Declaration of Covenants and Restrictions, Easements and Notices (hereinafter "**Declaration**"), recorded in the Office of the Dane County, Wisconsin Register of Deeds on _____, 2013, as Document No. _____. All terms used in these By-Laws and not otherwise defined herein shall have the definition found in said Declaration. The Declaration is hereby incorporated by reference in and to these By-Laws.

ARTICLE II

DIRECTORS

Section 1. Number and Term. The number of directors which shall constitute the whole board shall be not less than three (3) nor more than five (5). The initial Board shall be composed of three (3) Directors. Except for the initial Board named in these By-Laws, all Directors shall be Members. The number of Directors may be changed by the Members at the annual meeting. Each director shall be elected to serve for a term of one (1) year, or until his or her successor shall be elected and shall qualify, except that the initial Board of Directors may resign if Members fail to elect a replacement Board pursuant to Section 4, below. The current Directors are:

- 1) David P. Simon
6801 South Towne Drive
Madison, WI 53713
- 2) Jeffrey S. Rosenberg
6801 South Towne Drive
Madison, WI 53713
- 3) Karen Simon Dreyer
6801 South Towne Drive
Madison, WI 53713

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired portion of the term of the vacated office.

Section 3. Removal. At such time as the Developer turns over control of the Association to the Members, Directors may be removed for cause by an affirmative vote of a majority of the votes of Members. No Director shall continue to serve on the Board if, during his or her term of office, his or her membership in the Association shall be terminated for any reason whatsoever. Directors may be removed by the Developer at any time before control of the Association is turned over to the Members.

Section 4. First Board of Directors. The Board of Directors named herein shall hold office and exercise all powers of the Board of Directors as provided in the Association's Articles of Incorporation ("**Articles**"), these By-Laws and the Declaration, until such time as the Developer, as that term is defined in the Declaration, no longer owns an interest in any of the Lots, or until Developer voluntarily turns over control of the Committee to the Association, as permitted in the Declaration, whichever occurs first. At such time, the Members shall elect a successor Board of Directors. Such Board shall be Members of the Association. The initial Board of Directors shall be exempt from liability to the Association in accordance with the terms of S. 181.0855 Wis. Stats., except that all Members acknowledge that the initial Board of Directors consist of principals of the Developer who intend to derive a profit for the Developer and personally as a result of their efforts in connection with the management and control of the Association. In the event there is a dispute as to whether the Directors are entitled to indemnification under S. 181.0872 Wis. Stats., then the method of determining the right of indemnification shall be that set forth in S. 181.0873(2) Wis. Stats.

Section 5. Powers. The business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles, the Declaration or these By-Laws. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- A) To levy and collect according to the provisions of the Declaration, the Articles and these By-Laws regular and special Assessments for purposes set forth in the Declaration, the Articles or these By-Laws.
- B) To use and expend the assessments collected to maintain, repair, replace, care for and preserve the property owned by the Association and for other common expenses, as set forth in the Declaration.
- C) To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- D) To enter into and upon the Common Property when necessary in connection with said maintenance, care and preservation.
- E) To designate and retain personnel necessary for said maintenance, repair, replacement, care and preservation.
- F) To insure and keep insured the Common Property in the manner set forth in the Declaration, against loss from fire and/or other casualty and the Association and its Members, if possible, against public liability arising out of the property or business of the Association, and to purchase such other insurance as the Board of Directors may deem advisable. This shall include the purchase of "blanket" or master insurance policy or policies on the Common Property.
- G) To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Owners for violations of these By-Laws and the Declaration.
- H) To employ and compensate such personnel as may be required for the maintenance and preservation of the Common Property.
- I) To make reasonable by-laws, rules and regulations for the occupancy and use of the Common Property.
- J) To contract for management of the Association and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership of the Association.

K) To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.

L) To maintain legal actions, on behalf of the Owners, with respect to any cause of action relating to the Common Property.

M) To borrow money on behalf of and grant mortgages and other security interests in the Common Property of the Corporation.

N) To establish budgets for the operation of the Association, including the setting up of reserve funds for anticipated expenditures.

O) To invest surplus funds.

P) To enforce by all appropriate methods, after providing affected Owner(s) with an opportunity to be heard, the provisions of the Articles of Incorporation, these By-Laws, the Declaration and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors.

Section 6. Compensation. Neither Directors nor officers of the Association shall receive compensation for their services as such, except as may be authorized by a majority of the Members.

Section 7. Meetings:

A) The first meeting of each board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' annual meeting and immediately after the adjournment of same.

B) Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

C) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A) Roll call;
- B) Reading of Minutes of the last meeting;
- C) Consideration of communications;
- D) Resignations and elections;
- E) Reports of officers and employees;
- F) Reports of committees;
- G) Unfinished business;
- H) Original resolutions and new business;

- I) Adjournment.

Section 9. Annual Statement. The Board shall present, no less often than at each annual meeting, a full and clear statement of the business and conditions of the Association including a report of the operating expenses of the Association and the assessments paid by the Members.

ARTICLE III

OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Treasurer and Secretary, all of whom shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these By-Laws. Any two of said offices may be united in one person, except that the President shall not also be the Secretary of the corporation.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President:

A) The President shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association, except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect and shall execute bonds, mortgages and other contracts of the Association.

B) The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C) The President shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Secretary:

A) The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose. The Secretary shall count votes at all meetings of the Members and Directors.

B) The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C) The Secretary shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act.

D) The Secretary shall be custodian of the corporate records and of the seal, if any, of the Association.

E) The Secretary shall keep a register of the Post Office address of each Member and their respective mortgagees (including land contract vendors), if any, which shall be furnished to the Secretary by such Member.

F) In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 7. The Treasurer:

A) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at each meeting of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

C) The Treasurer shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common property, specifying and itemizing the maintenance and repair expenses of the common property and any other expenses incurred. Such records and the vouchers authorizing payments shall be available for examination by the Members at convenient hours of week days.

D) The Treasurer may be required by the Board to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his or her office, and the restoration to the Association in case of his or her death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his or her possession belonging to the Association.

Section 8. Vacancies. If the office of the President, Secretary, or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or other officer may resign his or her office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. Definitions. Membership in the Association shall be determined in accordance with the Declaration.

Section 2. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Members Lot. Such transfer shall be subject to the procedures set forth in the Articles and Declaration.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place in Dane County, Wisconsin, as may be stated in the notice of the meeting.

Section 2. Annual Meeting:

A) An annual meeting of the Members shall be held during the month of February of each year, at the place, and on the date and at the hour, which are to be determined by the Board of Directors.

B) At the annual meeting, the Members, by a majority vote shall elect a Board of Directors and transact such other business as may properly come before the meeting.

C) Written notice of the annual meeting shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least ten (10) days prior to the meeting.

Section 3. Membership List. At least ten (10) days before every election of directors, a complete list of Members entitled to vote at said election with the residence of each Member, shall be prepared by the Secretary.

Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings:

A) Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

B) Written notice of a special meeting of Members stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereon, at such address as appears on the books of the Corporation, at least ten (10) days before such meeting.

C) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Fifty-one (51%) percent of the total number of Members of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote. All Owners (as defined in the Declaration) shall be entitled to one (1) vote (unless such vote is restricted as set forth in the Declaration). At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. If by proxy, such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If a Property is owned by more than one Member Lot Owner (individual or corporate), the vote attributable to that Property shall not be counted if the Member Lot Owners are not unanimous. There shall be no fractional vote. The Member Lot Owners of the Property shall file a certificate with the Secretary naming the person authorized to cast said Property's vote. If same is not on file, the vote of such Property shall not be considered, nor shall the presence of said Member Lot Owners at a meeting be considered in determining whether the quorum requirement has been met.

Section 8. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by a provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws in connection with action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and as far as practical at other Members' meetings, will be:

- 1) Roll Call;
- 2) Proof of Notice of Meeting or Waiver of Notice;
- 3) Reading of Minutes of Prior Meeting;
- 4) Officers' Reports;

- 5) Committee Reports;
- 6) Elections;
- 7) Unfinished Business;
- 8) Adoption and Approval of an Annual Budget;
- 9) New Business;
- 10) Adjournment.

ARTICLE VI

NOTICES

Section 1. Definitions. Whenever under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws, notice is required to be given to any director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is the Principal Office of the Association as provided in the Articles of Incorporation, as the same may be amended from time to time.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments:

A) Assessments shall be determined in accordance with the terms and conditions set forth in the Declaration. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments. Funds for the payment of common expenses shall be assessed as provided for in the Declaration in the proportion or percentages of sharing common expenses as provided in said Declaration. Said Assessments shall be payable as provided in said Declaration. Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular Assessments.

B) When the Board of Directors has determined the amount of any Assessments, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Owners. All Assessments shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. Audits of Account. The accounts and records which the Treasurer must keep pursuant to the provisions of these By-Laws may be audited by qualified independent auditors at the direction of the Board of Directors. The cost of such audits shall be a common expense.

ARTICLE VIII

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, additional Rules and Regulations may hereafter be adopted by the Board of Directors or the Architectural Control Committee, which additional Rules and Regulations shall be observed and enforceable as if fully set forth herein, and shall govern the use of Lots and the conduct of all Owners and Occupants thereof. Every Owner and Occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin, the city, town or village where the Subdivision is located, or adopted by the Association, its Board of Directors or the Architectural Control Committee.

ARTICLE IX

DEFAULT

Section 1. In the event an Owner does not pay any sum, charge, or Assessment required to be paid to the Association within thirty (30) days from the due date, the same shall constitute a lien on the interest of such Owner. Such lien may be foreclosed by suit by the Association as set forth in the Declaration. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the lien securing the same.

Section 2. Any Assessment, or installment thereof, not paid when due shall bear interest from the date when due until paid at a rate to be determined in accordance with the Declaration or by the Board of Directors.

Section 3. If the Association becomes the Owner of a Property, it shall offer said Property for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the property. All monies remaining after deducting the foregoing items of expense shall be returned to the former Owner of the property.

Section 4. In the event of a violation of the provisions of the Declaration, the Articles or By-Laws, which violation is not corrected within thirty (30) days after notice from the Association to the Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation.

Section 5. In the event such legal action is brought against an Owner and results in a judgment for the Association, the Defendant shall pay the Association's reasonable attorneys' fees and court costs.

Section 6. Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate procedures. It is the intent of all Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing it from Owner's, and to preserve each Owner's right to enjoy his Property free from unreasonable restraint and nuisance.

ARTICLE X

JOINT OWNERSHIP

Membership may be held in the name of more than one person or corporation. In the event ownership is in more than one person or corporation, all of the joint owners shall be entitled collectively to only one vote in the management of the affairs of the Association and said vote may not be divided between multiple Owners.

ARTICLE XI

SEAL

The Corporation has no seal.

ARTICLE XII

AMENDMENT

These By-Laws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be an affirmative vote of sixty-seven (67%) percent of all the Members who may vote either in person at the meeting or be represented by proxy to amend these By-Laws.

ARTICLE XIII

PERSONAL APPLICATION

All Owners, tenants of such Owners, employees of Owners and tenants, or any other persons that in any manner use the Property or any part thereof shall be subject to the Declaration, Articles and these By-Laws. All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Declaration, the Articles or these By-Laws, shall be deemed to be binding on all Owners.

ARTICLE XIV

EFFECTIVE DATE OF BY-LAWS HEREIN ESTABLISHED

These By-Laws are to be effective from the date of their adoption by the Board of Directors of the Association and shall continue in effect until they are amended by an amendment duly adopted by the Members of the Association in accordance with the provisions of ARTICLE XII hereof.

ARTICLE XV

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of the By-Laws herein adopted be void or be or become unenforceable at law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

These By-Laws were adopted by the Board of Directors on _____, _____, _____.

David P. Simon

Jeffrey S. Rosenberg

Karen Simon Dreyer

EXHIBIT "A"

Property Description

[To Be Supplied.]

EXHIBIT "D"

Page 1

Total Minimum Points for Landscaping

| LOT(S) | MINIMUM POINTS FOR FOUNDATION PLANTINGS | TOTAL MINIMUM POINTS FOR LANDSCAPING |
|---------------|--|---|
| All Lots | 300 | 425 |
| | | |

EXHIBIT "D"
Page 2
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 Evergreen Trees</i> (5' to 6.5' when planted) | 50 |
| H) <i>Large Evergreen Trees</i> (7' + when planted) | 100 |
| I) <i>Evergreen Shrubs</i> (18" minimum diameter) | 20 |
| J) <i>Small Deciduous Shrubs</i> (18" to 35" in diameter) | 10 |
| K) <i>Medium Deciduous Shrubs</i> (35" to 60" in diameter) | 15 |
| L) <i>Large Deciduous Shrubs (balled and burlaped)</i> (60" or greater in diameter) | 25 |
| M) <i>Decorative Retaining Walls</i> (Points are per face foot. Boulders, timbers, and stones only – no concrete walls included.) | 10 |
| N) <i>Paver Stone Walks, Paths or Patios</i> (Points per square foot – no driveways included.) | 1 |
| O) <i>Planting Beds</i> (Points per square foot – must be decorative stone or mulch.) | 1 |

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

EXHIBIT "E"
ARCHITECTURAL REVIEW APPLICATION

1. Owner(s): _____
2. Property Address: _____
3. Mailing Address (if different): _____
4. Lot # / Neighborhood: _____
5. Contact Number: _____
6. Email Address: _____
7. General description of alterations being submitted:

8. Estimated starting date: _____
9. Estimated completion date: _____
10. Owner(s) hereby acknowledge they are familiar with the Declaration of Protective Covenants, Conditions and Restrictions (the "Restrictions"), as well as, Amendments to the Declaration of Protective Covenants, Conditions and Restrictions ("Amendments"), if any, of the neighborhood.
11. Owner(s) hereby acknowledge and agree to honor all deadlines, if any, for completion of improvements referenced herein as established by the Architectural Control Committee (the "Committee").
12. Owner(s) agree to store construction materials on the above referenced property only, and will bear the cost of repairing any damages caused to any such other areas for non compliance.
13. Owner(s) agree to remove all unused materials from public view within seven (7) days following the completion of any work.
14. Owners hereby acknowledge in the event the Committee fails to approve or disapprove within thirty (30) days after the application and related documents requiring approval have been submitted, the application will be deemed denied. Submission will not be complete, and the thirty (30) day approval time, shall not commence until after all documents required herein have been submitted.
15. Owners agree to construct improvements as approved by the Committee and submit any changes prior to construction.

Required Exhibits and Supporting Documentation

The documents listed below must accompany all application for Committee approval. Failure to submit the proper documents to the Committee will be considered incomplete and will be returned as unapproved.

1. **Paint or stain colors:** A sample of the color(s) intended to be used; along with existing paint colors on the home that will remain unchanged must be provided. Note: A photo of existing paint colors is an acceptable alternate to samples of existing colors. Paint or opaque stain matching the lighter of trim or siding color is required in Grandview Commons and Smith's Crossing. It is also encouraged in all neighborhoods (excluding Grandview

Commons and Smith's Crossing), however, wood finish stains on rear year fences will be considered in these neighborhoods.

2. Finish materials: A written description and/or sample of all finish material to be used for Exterior modification must be provided.
3. Site plan or plot plan: A site plan or plot plan, drawn to scale, showing the exact location and dimension of the proposed alternations, including orientation with respect to the property lines and all structures, must be provided for applications, including but not limited to decks, patios, walls, storage sheds, fences, gazebos and any structural additions to the home. Please note if this document is not included with every application, the application will be returned to you for re-submission. To expedite your request, use a Veridian site plan.
4. Architectural drawing and/or landscape plans: Complete detailed architectural drawings or plans must be provided for, including but not limited to decks, storage sheds, fences, gazebos and structural addition to the home, as well as, surrounding landscaping or topography changes of the lot.
5. Contractors' estimate/proposal/plans: Bids receive may include the majority of the above described requirements. If they meet the criteria of item 3 above, you may attach these documents to the application to be submitted. NOTE: Drawings used to estimate material costs may not represent actual dimensions. The cost listed may be deleted as the Committee is not interested in the cost of the improvement.
6. Additional exhibits: Additional exhibits may be required in order to permit adequate evaluation of the proposed changes. Feel free to contact the Committee for guidance prior to submission of application if in doubt.

NOTICE GIVEN TO OWNERS

1. Nothing contained herein shall be construed to represent those alterations to lots or buildings in accordance with these plans shall not violate any of the provision of the Building and Zoning Codes established by the municipality, to which the property is subject to as well as any applicable easements on the property. Further, nothing contained herein shall be construed as a waiver or modification of said Restrictions.
2. Nothing contained herein shall be construed to represent those improvements, as approved by the Committee, are build able.
3. Where required, appropriate building permits shall be obtained for the municipality prior to construction. Nothing contained herein shall be construed as a waiver of said requirement.
4. Owner(s) is made aware and agrees that no work on this request will begin until written approval from the Committee.
5. Owner(s) agrees and grants express permission to the Committee to enter on the Owner's property at a reasonable time to inspect the project, during and after construction.
6. Owner(s) is made aware that any approval is contingent upon the completion of the alteration in a workmanlike manner and in accordance with the approved plan and specification of said alterations.
7. Owner(s) is made aware that any alterations not approved by the Committee will result in a written notification from the Committee and Owner(s) agree to bring the property back into compliance within a specified time as determined by the Committee. Further, Owner(s) are aware and agree that any legal expenses associated therewith will be the sole responsibility of the Owner(s).

OWNER SIGNATURE

Date

OWNER SIGNATURE

Date

APPLICATION SUBMITTAL

1. Please mail or deliver the application and supporting documents to: Meadow Crossing Homeowners Association, Architectural Control Committee (ACC), Veridian Homes LLC, 6801 South Towne Drive, Madison, WI 53713.
2. Do not include original documents as they may not be returned. All pages submitted must be legible copies.
3. Owner must sign, if signature line is provided, or initial any page not signed, indicating that you have read and agree to the requirements and notices given that are contained within the Exhibit F submittal form.

APPLICATION REVIEW

- Approved
- Not Approved
- Approved as noted (see comments)
- Additional Information needed (see comments)

COMMENTS/REQUIREMENTS FOR APPROVAL

- Copy of building permit required
- Copy of land survey required
- Color samples required
- Other information required:

Comments from Committee Member:

Committee Member Signature _____

Date: _____

*Drafted by
Atty Gregory Paradise*