KRISTI CHLEBOWSKI
DANE COUNTY
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Document No.

Fifth Amendment to FIRST ADDITION TO 1000 OAKS, 1000 OAKS REPLAT NO. 1, 1000 OAKS REPLAT NO. 2, 1000 OAKS REPLAT NO. 3 AND WESTERN ADDITION TO 1000 OAKS

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

(RE: THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE)

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Fifth Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for First Addition to 1000 Oaks, dated November 11, 2016, recorded November 30, 2016 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5288296 (the **"Original Declaration"**) which the Original Declaration was subsequently amended by Amendments One through Three, each of which amendments is further described in Exhibit "D" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "D" shall be herein collectively referred to as the **"Declaration"**. This Amendment is signed by VH1000 Oaks, LLC, a Wisconsin Limited Liability Company and VH1000 Oaks West, LLC as co-declarant with VH1000 Oaks,

LLC (hereinafter such entities shall be collectively referred to as the **"Declarant"**). Declarant hereby amends the Declaration as follows:

1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration. Each entity named herein as a Declarant shall be deemed a Declarant for the purposes of the Declaration and this Amendment, but notwithstanding the foregoing, any additional amendment to the Declaration shall require the signature of both entities.

2) **Lots Subject to Declaration.**
   a) Section A-1(A) of the Declaration is modified to provide that Lots 377-461 and Outlots 20-23, Western Addition to 1000 Oaks are made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are subject to the Declaration.

3) Section A-2)C is hereby deleted in its entirety and replaced with the following: ""Declarant" shall mean and refer to VH1000 Oaks, LLC and VH1000 Oaks West, LLC; a Wisconsin Limited Liability Company, and/or their respective successors and assigns."

4) Section A-2)D is hereby deleted in its entirety and replaced with the following: ""Lot" shall mean and refer to individual subdivided lots in First Addition to 1000 Oaks, 1000 Oaks Replat No. 1, 1000 Oaks Replat No. 2, 1000 Oaks Replat No. 3 and Western Addition to 1000 Oaks as described and depicted in Exhibit "A", or such additional real property as may be subjected to the terms of this Declaration in the future. In the future, Declarant intends to convey the Lots to purchasers who shall thereupon become members of the Association. The term "Property" shall be synonymous with the term Lot."

5) Section A-3)F is hereby added with the following: "**Calculation of Assessments**. The Association shall calculate an Owner's responsibility for assessments based on the following formula:

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

   As used above, the term "Total Subdivision Expenses" shall mean (i) all Common Area Expenses which the Association estimates actually incurring during the budget year in question, plus (ii) all Common Area Expenses which the Association estimates it would incur during the budget year in question if all phases of the Subdivision were completed at the time said calculation is made. Declarant shall not be responsible for assessments on Declarant owned Lots. Declarant shall be responsible for paying to the Association the amount by which the Assessments collected by the Association are less than the amount necessary to pay for all actual Common Area Expenses incurred by the Association for the budget year in question until such time as Declarant owns 5% or less of the lots in the subdivision or control of the Association is turned over to the Owners, whichever occurs first."

6) Section A-4)A is hereby deleted in its entirety and replaced with the following: "**Responsibility for Assessments.** The following table describes the number of assessment units (an "**Assessment Unit**"), which are assigned to various Lots in the Development based upon their intended use at the present time. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit. With respect to multi-family residential apartments and twin single family homes, each apartment, duplex unit or townhouse unit, shall be considered a Dwelling Unit.

	Use	Number of Assessment Units
1)	Single Family	One (1) per Dwelling Unit.
2)	Twin Homes in First Addition to 1000 Oaks and Western Addition to 1000 Oaks (2 unit attached residential)	One (1) per Dwelling Unit (each side defined as a dwelling unit)"
3)	Multifamily in Western Addition to 1000 Oaks	Twenty/100th (.20) per Dwelling Unit

7) Section A-4)B is hereby deleted in its entirety and replaced with the following: "**Percentage Interest for Condemnation or Insurance Proceeds.** For the purposes of establishing an Owner's percentage of insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner in the Common Property. "Percentage Interest" shall be calculated as follows: the number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share (the **"Percentage Interest"**) of assessments for common area maintenance and other expenses, which the Association is permitted to assess to Lot Owners under the Declaration."

8) Section A-4)D)3 is hereby added with the following: "At the time of purchase, legal title to a Percentage Interest in the Common Property shall be deemed conveyed with each Lot to an Owner, whether or not specified on the deed to the Owner. Legal title to the Percentage Interest in the Common Property shall be deemed conveyed with any subsequence conveyance of a Lot whether or not specifically stated. Taxes, assessments or other charges on the Common Property may be divided according to each Owner's Percentage Interest by the taxing authority or may be an assessment by the Association against each of the Lots in an amount equal to the Percentage Interest attributable to such Lot."

9) Section A-4)D (2) is hereby deleted in its entirety and replaced with the following: "The Common Property shall be conveyed to the Association by the Declarant. The Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned by the Association."

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

a) Section B-2)A is hereby deleted in its entirety and replaced with the following: "Lots 14-30, 53-152, 162-167, 181-190, 197, 205-210, 228-252, First Addition to 1000 Oaks; Lots 282-290, 1000 Oaks Replat No. 1; Lots 291-327, 1000 Oaks Replat No. 2, Lots 328-376, 1000 Oaks Replat No. 3 and Lots 377-411, 421-461, Western Addition to 1000 Oaks shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined below."

b) Section B-2)B is hereby deleted in its entirety and replaced with the following: "Lots 1-3 of the 1000 Oaks plat and Lot 412 of Western Addition to 1000 Oaks plat shall be used for multi-family residential purposes, that may include multiple-story buildings either owner or non-owner occupied. Each Owner, by accepting a deed to the Owner's Lot, shall be conclusively deemed to have consented to such use and to have forever released any right to object to such use."

c) Section B-2)c is hereby deleted in its entirety and replaced with the following: "Lots 31-52 of First Addition to 1000 Oaks and Lots 413-420 of Western Addition to 1000 Oaks shall be used for two unit attached residential purposes."

d) Section B-2)F is hereby deleted in its entirety and replaced with the following: "Outlots 3, 5, 6 and 11 of First Addition to 1000 Oaks and Outlots 20 and 23 of Western Addition to 1000 Oaks shall be dedicated to the public for storm water management, public sidewalk and bike path easement over all of said Outlots."

e) Section B-2)G is hereby deleted in its entirety and replaced with the following: "Outlot 4 of First Addition to 1000 Oaks and Outlot 22 of Western Addition to 1000 Oaks as shown on the plat, shall be dedicated to the public for alley purposes."

f) Section B-2(K) is hereby deleted in its entirety and replaced with the following: "The City requires that Declarant install a fence adjacent to the public park lands located on Outlot 8, First Addition to 1000 Oaks; and on Outlot 1 of CSM 13155 at the rear property lines of Lots 134-140, First Addition to 1000 Oaks; Lots 300, 303-304, 1000 Oaks Replat No. 2; Lots 328-333, 1000 Oaks Replat No. 3; the east property line and a portion of the south property line of Lot 133, First Addition to 1000 Oaks; the west property line of Lot 145, First Addition to 1000 Oaks; and the east property line of Lot 146, First Addition to 1000 Oaks to deter encroachments onto City property and that the fences shall be maintained in good condition by each Owner of such Lot in perpetuity. Lots 133, 134, 140-152, 162-167, First Addition to 1000 Oaks; Lots 300-310, 1000 Oaks Replat No. 2 and Lots 334-340, 1000 Oaks Replat No. 3 will have a "Park Boundary from the City of Madison Parks Division" marker posted along the back property line adjacent to the public park to deter encroachments onto City property and shall be maintained in good condition by each Owner of such in Lot in perpetuity. Lots 377-386 of Western Addition to 1000 Oaks may require either a fence or park boundary markers."

g) Section B-2)P is hereby added with the following: "Outlot 21 shall be used for private alley and will be maintained by the Association."

11) **Easements.**

a) Section B-7)F is hereby deleted in its entirety and replaced with the following: "There will be a thirty foot (30') wide landscaping easement within the rear property line of Lots 129-132, First Addition to 1000 Oaks along South Point Road; Lot 228, First Addition to 1000 Oaks along South Point Road; the easterly property line of Lots 328 and 349, 1000 Oaks Replat No. 3; within the rear property line of Lots 349-355, 1000 Oaks Replat No. 3; within the rear property line of Lots 229-243, First Addition to 1000 Oaks along Valley View Road; the southern property line of Lot 291, 1000 Oaks Replat No. 2 along Valley View Road, as shown on the Plats. There will be a twenty foot (20') wide landscaping easement on the southern property line of Lots 386, 405, 406, 413 and Outlot 21, Western Addition to 1000 Oaks along Valley View Road, as shown on the Plat. This landscaping easement shall be maintained by the Association."

12) **Entrance Sign.** The first sentence of Section B-12 is modified to read as follows: "It is contemplated there will be an entrance monument sign and associated easement in Lots 132, First Addition to 1000 Oaks; Lot 291, 1000 Oaks Replat No. 1, Lots 328 and 349, 1000 Oaks Replat No. 3 and Lots 386, 405, 406 and 413, Western Addition to 1000 Oaks of the Plat." All other terms of Section B-12 shall remain unchanged.

13) Section B-17)B)5 is hereby added as follows: "After control of the Association is turned over by the Declarant to the Owners, the foregoing provisions of this Section B-17)B)1-3 shall not be amended, repealed, modified or changed without the advance, written consent of 75% of all Owners of Lots bordering any Alleys in the Subdivision, it being the intent of the Declarant that any change in the obligations of the Association with respect to the Alleys require the approval of a super majority of the Owners whose Lots border the Alleys and who benefit from the maintenance and services provided by the Association."

14) **Records.** Section C-6 shall be deleted and replaced with the following: "Until such time as a replacement Committee is designed, all plans, applications and requests shall be submitted to said Committee at the following address:

1000 Oaks Homeowners Association, Inc.
Architectural Control Committee
c/o DSI Real Estate Group
100 River Place Suite 1
Madison, Wisconsin 53713
acc@dsirealestate.com"

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

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

[Signature pages follow.]

IN WITNESS WHEREOF, the said VH1000 Oaks, LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 4 day of December, 2020

VH1000 Oaks, LLC
By: VH Holdings, LLC, its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 4 day of December, 2020 Chris Ehlers the Authorized Signatory of VH Holdings, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

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

IN WITNESS WHEREOF, the said VH1000 Oaks West, LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 4 day of December, 2020.

VH1000 Oaks West, LLC
By: VH Holdings, LLC, its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 4 day of December, 2020 Chris Ehlers the Authorized Signatory of VH Holdings, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

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

DOCUMENT DRAFTED BY:
Atty. Gregory J. Paradise

CONSENT OF MORTGAGEE

The undersigned One Community Bank, being a mortgagee of certain of the 1000 Oaks Replat No. 3, 1000 Oaks Replat No. 1 Lots and Existing Lots, as those terms are defined in the Fifth Amendment to Declaration of Protective Covenants, to which this Consent is attached, hereby consents to the foregoing Fifth Amendment to Declaration of Protective Covenants.

Dated at Madison, Wisconsin this 30th day of November, 2020.

ONE COMMUNITY BANK

By: _____

Print Name: Lukas W. Trow

Print Title: Market President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 30 day of november, 2020 the above named Lukas Trow, 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: 10/30/2024

RENEE HAGEN
Notary Public
State of Wisconsin

CONSENT OF MORTGAGEE

The undersigned First Business Bank, being a mortgagee of certain of the 1000 Oaks Replat No. 2 Lots, as those terms are defined in the Fifth Amendment to Declaration of Protective Covenants, to which this Consent is attached, hereby consents to the foregoing Fifth Amendment to Declaration of Protective Covenants.

Dated at Madison, Wisconsin this 2nd day of December, 2020.

FIRST BUSINESS BANK

By: _____

Print Name: Brian E. Hagen

Print Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 2nd day of December, 2020, the above named Brian E. Hagen, Sr. VP, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

LISA ALLEN NOTARY PUBLIC STATE OF WISCONSIN

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

CONSENT OF MORTGAGEE

The undersigned Park Bank, a Wisconsin Banking Corporation, being a mortgagee of certain of the Western Addition to 1000 Oaks Lots, as those terms are defined in the Fifth Amendment to Declaration of Protective Covenants, to which this Consent is attached, hereby consents to the foregoing Fifth Amendment to Declaration of Protective Covenants.

Dated at Madison, Wisconsin this 30th day of November, 2020

The Park Bank, a Wisconsin Banking Corporation

By: _____

Print Name: Michael Johnston

Print Title: First Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

DIONDRAY J PREMO NOTARY PUBLIC STATE OF WISCONSIN

Personally came before me this 30th day of November, 2020 the above named Michael Johnston, 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: 10/9/20

Exhibit "A"

Lots 14-152, 162-167, 181-190, 197, 205-210, 228-252 and Outlots 2-3 and 9-10, First Addition to 1000 Oaks, City of Madison, Dane County, Wisconsin

Lots 282-290, 1000 Oaks Replat No. 1, City of Madison, Dane County, Wisconsin

Lots 291-327 and Outlots 12 and 17, 1000 Oaks Replat No. 2, City of Madison, Dane County, Wisconsin

Lots 328-376, 1000 Oaks Replat No. 3, City of Madison, Dane County, Wisconsin

Lots 377-470 and Outlots 18-23, Western Addition to 1000 Oaks, City of Madison, Dane County, Wisconsin

Exhibit "B"

First Addition to 1000 Oaks, 1000 Oaks Replat No. 1, 1000 Oaks Replat No,. 2 and 1000 Oaks Replat No. 3

LOT #	PARCEL #	STREET ADDRESS	PLAT
14	070828305023	602 GINGERGRASS WAY	1ST ADDITION
15	070828305031	606 GINGERGRASS WAY	1ST ADDITION
16	070828305049	610 GINGERGRASS WAY	1ST ADDITION
17	070828305057	704 GINGERGRASS WAY	1ST ADDITION
18	070828305065	708 GINGERGRASS WAY	1ST ADDITION
19	070828305073	712 GINGERGRASS WAY	1ST ADDITION
20	070828305081	716 GINGERGRASS WAY	1ST ADDITION
21	070828305099	720 GINGERGRASS WAY	1ST ADDITION
22	070828305106	9804 SUNNY SPRING DR	1ST ADDITION
23	070828305114	9808 SUNNY SPRING DR	1ST ADDITION
24	070828305122	9812 SUNNY SPRING DR	1ST ADDITION
25	070828305130	729 CRIMSON LEAF LN	1ST ADDITION
26	070828305148	725 CRIMSON LEAF LN	1ST ADDITION
27	070828305156	721 CRIMSON LEAF LN	1ST ADDITION
28	070828305164	717 CRIMSON LEAF LN	1ST ADDITION
29	070828305172	713 CRIMSON LEAF LN	1ST ADDITION
30	070828305180	709 CRIMSON LEAF LN	1ST ADDITION
31	070828306013	9763 WATTS RD	1ST ADDITION
32	070828306021	9761 WATTS RD	1ST ADDITION
33	070828306039	9757 WATTS RD	1ST ADDITION
34	070828306047	9755 WATTS RD	1ST ADDITION
35	070828306055	9751 WATTS RD	1ST ADDITION
36	070828306063	9749 WATTS RD	1ST ADDITION
37	070828306071	9745 WATTS RD	1ST ADDITION
38	070828306089	9743 WATTS RD	1ST ADDITION
39	070828306097	9739 WATTS RD	1ST ADDITION
40	070828306104	9737 WATTS RD	1ST ADDITION
41	070828306112	9733 WATTS RD	1ST ADDITION
42	070828306120	9731 WATTS RD	1ST ADDITION
43	070828306138	9727 WATTS RD	1ST ADDITION
44	070828306146	9725 WATTS RD	1ST ADDITION
45	070828306154	9721 WATTS RD	1ST ADDITION
46	070828306162	9719 WATTS RD	1ST ADDITION
47	070828306170	9715 WATTS RD	1ST ADDITION
48	070828306188	9713 WATTS RD	1ST ADDITION
49	070828306196	9709 WATTS RD	1ST ADDITION
50	070828306203	9707 WATTS RD	1ST ADDITION
51	070828306211	9703 WATTS RD	1ST ADDITION
52	070828306229	9701 WATTS RD	1ST ADDITION
53	070828307136	9702 GILDED CIDER BLVD	1ST ADDITION
54	070828307128	9706 GILDED CIDER BLVD	1ST ADDITION
55	070828307110	9710 GILDED CIDER BLVD	1ST ADDITION
56	070828307102	9714 GILDED CIDER BLVD	1ST ADDITION
57	070828307095	9718 GILDED CIDER BLVD	1ST ADDITION
58	070828307087	9722 GILDED CIDER BLVD	1ST ADDITION
59	070828307079	9726 GILDED CIDER BLVD	1ST ADDITION
60	070828307061	9730 GILDED CIDER BLVD	1ST ADDITION
61	070828307053	9734 GILDED CIDER BLVD	1ST ADDITION
62	070828307045	9738 GILDED CIDER BLVD	1ST ADDITION
63	070828307037	9742 GILDED CIDER BLVD	1ST ADDITION
64	070828307029	9746 GILDED CIDER BLVD	1ST ADDITION
65	070828307011	9750 GILDED CIDER BLVD	1ST ADDITION
66	070828309017	703 GINGERGRASS WAY	1ST ADDITION
67	070828309025	9731 GILDED CIDER BLVD	1ST ADDITION
68	070828309033	9727 GILDED CIDER BLVD	1ST ADDITION
69	070828309041	BLVD	1ST ADDITION
70	070828309059	BLVD	1ST ADDITION
71	070828309067	BLVD	1ST ADDITION
72	070828309075	BLVD	1ST ADDITION
73	070828309083	704 QUIET POND DR	1ST ADDITION
74	070828309091	708 QUIET POND DR	1ST ADDITION
75	070828309108	712 QUIET POND DR	1ST ADDITION
76	070828309116	DR	1ST ADDITION
77	070828309124	DR	1ST ADDITION
78	070828309132	DR	1ST ADDITION
79	070828309140	DR	1ST ADDITION
80	070828309158	DR	1ST ADDITION
81	070828309166	DR	1ST ADDITION
82	070828309174	711 GINGERGRASS WAY	1ST ADDITION
83	070828309182	707 GINGERGRASS WAY	1ST ADDITION
84	070828310014	719 GINGERGRASS WAY	1ST ADDITION
85	070828310022	DR	1ST ADDITION
86	070828310030	DR	1ST ADDITION
87	070828310048	DR	1ST ADDITION
88	070828310056	DR	1ST ADDITION
89	070828310064	DR	1ST ADDITION
90	070828310072	716 QUIET POND DR	1ST ADDITION
91	070828310080	720 QUIET POND DR	1ST ADDITION
92	070828310098	724 QUIET POND DR	1ST ADDITION
93	070828310105	9710 SUNNY SPRING DR	1ST ADDITION
94	070828310113	9714 SUNNY SPRING DR	1ST ADDITION
95	070828310121	9718 SUNNY SPRING DR	1ST ADDITION
96	070828310139	9722 SUNNY SPRING DR	1ST ADDITION
97	070828310147	9726 SUNNY SPRING DR	1ST ADDITION
98	070828310155	727 GINGERGRASS WAY	1ST ADDITION
99	070828310163	723 GINGERGRASS WAY	1ST ADDITION
100	070828312010	717 QUIET POND DR	1ST ADDITION
101	070828312028	DR	1ST ADDITION
102	070828312036	9627SWEET AUTUMN DR	1ST ADDITION
103	070828312044	DR	1ST ADDITION
104	070828312052	DR	1ST ADDITION
105	070828312060	DR	1ST ADDITION
106	070828312078	DR	1ST ADDITION
107	070828312086	704 COZY NEST DR	1ST ADDITION
108	070828312094	710 COZY NEST DR	1ST ADDITION
109	070828312101	9604 SUNNY SPRING DR	1ST ADDITION
110	070828312119	9608 SUNNY SPRING DR	1ST ADDITION
111	070828312127	9612 SUNNY SPRING DR	1ST ADDITION
112	070828312135	9616 SUNNY SPRING DR	1ST ADDITION
113	070828312143	9620 SUNNY SPRING DR	1ST ADDITION
114	070828312151	725 QUIET POND DR	1ST ADDITION
115	070828312169	721 QUIET POND DR	1ST ADDITION
116	070828311020	701 QUIET POND DR	1ST ADDITION
117	070828311038	705 QUIET POND DR	1ST ADDITION
118	070828311046	709 QUIET POND DR	1ST ADDITION
119	070828311054	713 QUIET POND DR	1ST ADDITION
120	070828311062	DR	1ST ADDITION
121	070828311070	DR	1ST ADDITION
122	070828311088	DR	1ST ADDITION
123	070828311096	DR	1ST ADDITION

LOT #	PARCEL #	STREET ADDRESS	PLAT
124	070828311103	9618 SWEET AUTUMN DR	1ST ADDITION
125	070828311111	9614 SWEET AUTUMN DR	1ST ADDITION
126	070828311129	9610 SWEET AUTUMN DR	1ST ADDITION
127	070828311137	9606 SWEET AUTUMN DR	1ST ADDITION
128	070828311145	9602 SWEET AUTUMN DR	1ST ADDITION
129	070828311153	701 COZY NEST DR	1ST ADDITION
130	070828311161	705 COZY NEST DR	1ST ADDITION
131	070828311179	709 COZY NEST DR	1ST ADDITION
132	070828311187	713 COZY NEST DR	1ST ADDITION
133	070828314214	9503 SUNNY SPRING DR	1ST ADDITION
134	070828314206	9507 SUNNY SPRING DR	1ST ADDITION
135	070828314199	9601 SUNNY SPRING DR	1ST ADDITION
136	070828314181	9605 SUNNY SPRING DR	1ST ADDITION
137	070828314173	9609 SUNNY SPRING DR	1ST ADDITION
138	070828314165	9613 SUNNY SPRING DR	1ST ADDITION
139	070828314157	9617 SUNNY SPRING DR	1ST ADDITION
140	070828314149	9621 SUNNY SPRING DR	1ST ADDITION
141	070828314131	9625 SUNNY SPRING DR	1ST ADDITION
142	070828314123	9629 SUNNY SPRING DR	1ST ADDITION
143	070828314115	9703 SUNNY SPRING DR	1ST ADDITION
144	070828314107	9707 SUNNY SPRING DR	1ST ADDITION
145	070828314090	9711 SUNNY SPRING DR	1ST ADDITION
146	070828314074	9801 SUNNY SPRING DR	1ST ADDITION
147	070828314066	9805 SUNNY SPRING DR	1ST ADDITION
148	070828314058	9809 SUNNY SPRING DR	1ST ADDITION
149	070828314040	9813 SUNNY SPRING DR	1ST ADDITION
150	070828314032	9817 SUNNY SPRING DR	1ST ADDITION
151	070828314024	9821 SUNNY SPRING DR	1ST ADDITION
152	070828314016	9825 SUNNY SPRING DR	1ST ADDITION
162	070828314404	9724 TAWNY ACORN DR	1ST ADDITION
163	070828314397	9720 TAWNY ACORN DR	1ST ADDITION
164	070828314389	9716 TAWNY ACORN DR	1ST ADDITION
165	070828314371	9712 TAWNY ACORN DR	1ST ADDITION
166	070828314363	9708 TAWNY ACORN DR	1ST ADDITION
167	070828314355	9704 TAWNY ACORN DR	1ST ADDITION
181	070828318092	9602 SUMMER WILLOW LN 908 QUAKING ASPEN RD	1ST ADDITION
182	070828318109	9606 SUMMER WILLOW LN	1ST ADDITION
183	070828318117	9610 SUMMER WILLOW LN	1ST ADDITION
184	070828318125	9614 SUMMER WILLOW LN	1ST ADDITION
185	070828318133	9618 SUMMER WILLOW LN	1ST ADDITION
186	070828318141	9622 SUMMER WILLOW LN	1ST ADDITION
187	070828318159	9626 SUMMER WILLOW LN	1ST ADDITION
188	070828318167	909 CHERRY BARK RD 9630 SUMMER WILLOW LN	1ST ADDITION
189	070828318167	915 CHERRY BARK RD	1ST ADDITION
190	070828318175	907 CHERRY BARK RD 9645 TAWNY ACORN DR	1ST ADDITION
197	070828319074	9603 SUMMER WILLOW LN 916 QUAKING ASPEN RD	1ST ADDITION
205	070828319016	9627 SUMMER WILLOW LN 917 CHERRY BARK RD	1ST ADDITION
206	070828319024	9623 SUMMER WILLOW LN	1ST ADDITION
207	070828319032	9619 SUMMER WILLOW LN	1ST ADDITION
208	070828319040	9615 SUMMER WILLOW LN	1ST ADDITION
209	070828319058	9611 SUMMER WILLOW LN	1ST ADDITION
210	070828319066	9607 SUMMER WILLOW LN	1ST ADDITION

LOT #	PARCEL #	STREET ADDRESS	PLAT
228	070828316351	927 QUAKING ASPEN RD	1ST ADDITION
229	070828316335	9601 WINTER BASIL DR	1ST ADDITION
230	070828316327	9605 WINTER BASIL DR	1ST ADDITION
231	070828316319	9609 WINTER BASIL DR	1ST ADDITION
232	070828316301	9613 WINTER BASIL DR	1ST ADDITION
233	070828316294	9617 WINTER BASIL DR	1ST ADDITION
234	070828316286	9621 WINTER BASIL DR	1ST ADDITION
235	070828316278	9625 WINTER BASIL DR	1ST ADDITION
236	070828316260	9629 WINTER BASIL DR	1ST ADDITION
237	070828316252	9633 WINTER BASIL DR	1ST ADDITION
238	070828316244	9637 WINTER BASIL DR	1ST ADDITION
239	070828316236	9703 WINTER BASIL DR	1ST ADDITION
240	070828316228	9707 WINTER BASIL DR	1ST ADDITION
241	070828316210	9711 WINTER BASIL DR	1ST ADDITION
242	070828316202	9715 WINTER BASIL DR	1ST ADDITION
243	070828316195	9719 WINTER BASIL DR	1ST ADDITION
244	070828316187	9723 WINTER BASIL DR	1ST ADDITION
245	070828316179	9727 WINTER BASIL DR	1ST ADDITION
246	070828316161	9731 WINTER BASIL DR	1ST ADDITION
247	070828316153	9735 WINTER BASIL DR	1ST ADDITION
248	070828316145	9739 WINTER BASIL DR	1ST ADDITION
249	070828316137	9743 WINTER BASIL DR	1ST ADDITION
250	070828316129	9747 WINTER BASIL DR 9717 TAWNY ACORN DR	1ST ADDITION
251	070828316111	9721 TAWNY ACORN DR	1ST ADDITION
252	070828316103	9725 TAWNY ACORN DR	1ST ADDITION
282	070828321011	702 CRIMSON LEAF LN	REPLAT NO. 1
283	070828321029	704 CRIMSON LEAF LN	REPLAT NO. 1
284	070828321037	708 CRIMSON LEAF LN	REPLAT NO. 1
285	070828321045	712 CRIMSON LEAF LN	REPLAT NO. 1
286	070828321053	716 CRIMSON LEAF LN	REPLAT NO. 1
287	070828321061	720 CRIMSON LEAF LN	REPLAT NO. 1
288	070828321079	724 CRIMSON LEAF LN	REPLAT NO. 1
289	070828321087	728 CRIMSON LEAF LN	REPLAT NO. 1
290	070828321095	732 CRIMSON LEAF LN 9902 GARDEN LILY WAY	REPLAT NO. 1
291	070828316012	939 SUGAR MAPLE LN	REPLAT NO. 2
292	070828316020	935 SUGAR MAPLE LN	REPLAT NO. 2
293	070828316038	931 SUGAR MAPLE LN	REPLAT NO. 2
294	070828316046	927 SUGAR MAPLE LN	REPLAT NO. 2
295	070828316054	923 SUGAR MAPLE LN	REPLAT NO. 2
296	070828316062	919 SUGAR MAPLE LN	REPLAT NO. 2
297	070828316070	915 SUGAR MAPLE LN	REPLAT NO. 2
298	070828316088	911 SUGAR MAPLE LN	REPLAT NO. 2
299	070828316096	9729 TAWNY ACORN DR 905 SUGAR MAPLE LN	REPLAT NO. 2
302	070828314511	867 SUGAR MAPLE LN	REPLAT NO. 2
303	070828314529	863 SUGAR MAPLE LN	REPLAT NO. 2
304	070828314537	859 SUGAR MAPLE LN	REPLAT NO. 2
305	070828314545	855 SUGAR MAPLE LN	REPLAT NO. 2
306	070828314553	851 SUGAR MAPLE LN	REPLAT NO. 2
307	070828314561	847 SUGAR MAPLE LN	REPLAT NO. 2
308	070828314579	9839 SUNNY SPRING DR 843 SUGAR MAPLE LN	REPLAT NO. 2
309	070828314587	9835 SUNNY SPRING DR	REPLAT NO. 2
310	070828314595	9831 SUNNY SPRING DR	REPLAT NO. 2
311	070828313092	848 SUGAR MAPLE LN	REPLAT NO. 2

LOT #	PARCEL #	STREET ADDRESS	PLAT
312	070828313109	852 SUGAR MAPLE LN	REPLAT NO. 2
313	070828301287	9917 SWEET WILLOW PASS	REPLAT NO. 2
314	070828301279	9913 SWEET WILLOW PASS	REPLAT NO. 2
315	070828301261	9909 SWEET WILLOW PASS	REPLAT NO. 2
316	070828301253	9905 SWEET WILLOW PASS	REPLAT NO. 2
317	070828301245	9901 SWEET WILLOW PASS	REPLAT NO. 2
		864 SUGAR MAPLE LN	
318	070828301237	868 SUGAR MAPLE LN	REPLAT NO. 2
319	070828301229	872 SUGAR MAPLE LN	REPLAT NO. 2
320	070828301211	876 SUGAR MAPLE LN	REPLAT NO. 2
321	070828301120	904 SUGAR MAPLE LN	REPLAT NO. 2
322	070828301138	908 SUGAR MAPLE LN	REPLAT NO. 2
323	070828301146	912 SUGAR MAPLE LN	REPLAT NO. 2
324	070828301154	916 SUGAR MAPLE LN	REPLAT NO. 2
325	070828301162	920 SUGAR MAPLE LN	REPLAT NO. 2
326	070828301170	928 SUGAR MAPLE LN	REPLAT NO. 2
327	070828301188	932 SUGAR MAPLE LN	REPLAT NO. 2
328	070828314602	9604 TAWNY ACORN DR	REPLAT NO. 3
329	070828314610	9608 TAWNY ACORN DR	REPLAT NO. 3
330	070828314628	9612 TAWNY ACORN DR	REPLAT NO. 3
331	070828314636	9616 TAWNY ACORN DR	REPLAT NO. 3
332	070828314644	9620 TAWNY ACORN DR	REPLAT NO. 3
333	070828314652	9624 TAWNY ACORN DR	REPLAT NO. 3
334	070828314660	9628 TAWNY ACORN DR	REPLAT NO. 3
335	070828314678	9632 TAWNY ACORN DR	REPLAT NO. 3
336	070828314686	9636 TAWNY ACORN DR	REPLAT NO. 3
337	070828314694	9640 TAWNY ACORN DR	REPLAT NO. 3
338	070828314701	9644 TAWNY ACORN DR	REPLAT NO. 3
339	070828314719	9648 TAWNY ACORN DR	REPLAT NO. 3
340	070828314727	9652 TAWNY ACORN DR	REPLAT NO. 3
341	070828318183	9647 TAWNY ACORN DR	REPLAT NO. 3
342	070828318191	9641 TAWNY ACORN DR	REPLAT NO. 3
343	070828318208	9635 TAWNY ACORN DR	REPLAT NO. 3
344	070828318216	9631 TAWNY ACORN DR	REPLAT NO. 3
345	070828318224	9625 TAWNY ACORN DR	REPLAT NO. 3
346	070828318232	9621 TAWNY ACORN DR	REPLAT NO. 3
347	070828318240	9617 TAWNY ACORN DR	REPLAT NO. 3
348	070828318258	9613 TAWNY ACORN DR	REPLAT NO. 3
		902 QUAKING ASPEN RD	
349	070828316484	901 QUAKING ASPEN RD	REPLAT NO. 3
350	070828316476	905 QUAKING ASPEN RD	REPLAT NO. 3
351	070828316468	909 QUAKING ASPEN RD	REPLAT NO. 3
352	070828316450	913 QUAKING ASPEN RD	REPLAT NO. 3
353	070828316442	917 QUAKING ASPEN RD	REPLAT NO. 3
354	070828316434	921 QUAKING ASPEN RD	REPLAT NO. 3
355	070828316426	925 QUAKING ASPEN RD	REPLAT NO. 3

LOT #	PARCEL #	STREET ADDRESS	PLAT
356	070828319157	9604 WINTER BASIL DR	REPLAT NO. 3
		926 QUAKING ASPEN RD	
357	070828319165	9608 WINTER BASIL DR	REPLAT NO. 3
358	070828319173	9612 WINTER BASIL DR	REPLAT NO. 3
359	070828319181	9616 WINTER BASIL DR	REPLAT NO. 3
360	070828319199	9622 WINTER BASIL DR	REPLAT NO. 3
361	070828319206	9626 WINTER BASIL DR	REPLAT NO. 3
362	070828319214	9630 WINTER BASIL DR	REPLAT NO. 3
363	070828319222	9634 WINTER BASIL DR	REPLAT NO. 3
		927 CHERRY BARK RD	
364	070828317185	9704 WINTER BASIL DR	REPLAT NO. 3
		924 CHERRY BARK RD	
365	070828317193	9708 WINTER BASIL DR	REPLAT NO. 3
366	070828317200	9720 WINTER BASIL DR	REPLAT NO. 3
367	070828317218	9724 WINTER BASIL DR	REPLAT NO. 3
368	070828317226	9728 WINTER BASIL DR	REPLAT NO. 3
369	070828317234	9732 WINTER BASIL DR	REPLAT NO. 3
370	070828317242	9738 WINTER BASIL DR	REPLAT NO. 3
371	070828317127	9742 WINTER BASIL DR	REPLAT NO. 3
		9709 TAWNY ACORN DR	
372	070828317135	904 CHERRY BARK RD	REPLAT NO. 3
		9705 TAWNY ACORN DR	
373	070828317143	908 CHERRY BARK RD	REPLAT NO. 3
374	070828317151	912 CHERRY BARK RD	REPLAT NO. 3
375	070828317169	916 CHERRY BARK RD	REPLAT NO. 3
376	070828317177	920 CHERRY BARK RD	REPLAT NO. 3
OL 2	070828304108	9824 SUNNY SPRING DR	REPLAT NO. 2
		Dedicated as Stormwater	
OL 3	070828305015	701 CRIMSON LEAF LN	1ST ADDITION
		Dedicated as Stormwater	
OL 4	NO PARCEL NUMBER	Dedicated as Alley ROW	1ST ADDITION
OL 5	070828308019	650 QUIET POND DR	1ST ADDITION
		Dedicated as Stormwater	
OL 6	070828311012	649 QUIET POND DR	1ST ADDITION
		Dedicated as Stormwater	
OL 7	070828314222	840 SOUTH POINT RD	1ST ADDITION
		Thousand Oaks Park	
OL 8	070828314082	9725 SUNNY SPRING DR	1ST ADDITION
		Thousand Oaks Park	
OL 9	070828315014	9627 TAWNY ACORN DR	1ST ADDITION
		Private Open Space	
OL 10	070828316343	931 QUAKING ASPEN RD	1ST ADDITION
		Private Open Space	
OL 12	070828304132	9826 SUNNY SPRING DR	REPLAT NO. 2
		Dedicated as Stormwater	
OL 17	070828301196	936 SUGAR MAPLE LN	REPLAT NO. 2
		Dedicated as Stormwater	

Exhibit "B"

Western Addition to 1000 Oaks

LOT #	PARCEL NUMBER	STREET ADDRESS
377	0708 294 1831 2	824 OLD TIMBER PASS
378	0708 294 1832 0	828 OLD TIMBER PASS
379	0708 294 1833 8	832 OLD TIMBER PASS
380	0708 294 1834 6	836 OLD TIMBER PASS
381	0708 294 1835 4	840 OLD TIMBER PASS
382	0708 294 1836 2	904 OLD TIMBER PASS
383	0708 294 1837 0	908 OLD TIMBER PASS
384	0708 294 1838 8	912 OLD TIMBER PASS
385	0708 294 1839 6	916 OLD TIMBER PASS
386	0708 294 1840 3	920 OLD TIMBER PASS
387	0708 294 1916 2	10211 HAZY SKY PKWY 803 OLD TIMBER PASS
388	0708 294 1917 0	807 OLD TIMBER PASS
389	0708 294 1919 6	804 BLUE CRANE RUN
390	0708 294 1920 3	810 BLUE CRANE RUN
391	0708 294 1921 1	816 BLUE CRANE RUN
392	0708 294 1922 9	822 BLUE CRANE RUN
393	0708 294 1923 7	828 BLUE CRANE RUN
394	0708 294 1924 5	832 BLUE CRANE RUN
395	0708 294 1925 3	838 BLUE CRANE RUN
396	0708 294 1926 1	844 BLUE CRANE RUN SWEET WILLOW PASS
397	0708 294 1927 9	839 OLD TIMBER PASS SWEET WILLOW PASS
398	0708 294 1928 7	835 OLD TIMBER PASS
399	0708 294 1929 5	831 OLD TIMBER PASS
400	0708 294 2201 6	905 OLD TIMBER PASS SWEET WILLOW PASS
401	0708 294 2202 4	902 BLUE CRANE RUN SWEET WILLOW PASS
402	0708 294 2203 2	906 BLUE CRANE RUN
403	0708 294 2204 0	910 BLUE CRANE RUN
404	0708 294 2205 8	916 BLUE CRANE RUN
405	0708 294 2206 6	920 BLUE CRANE RUN
406	0708 294 2207 4	921 OLD TIMBER PASS
407	0708 294 2208 2	917 OLD TIMBER PASS
408	0708 294 2209 0	913 OLD TIMBER PASS
409	0708 294 2210 7	909 OLD TIMBER PASS
410	0708 283 0130 2	9923 SWEET WILLOW PASS
410	0708 283 0199 8	9923 SWEET WILLOW PASS # SCHL
411	0708 283 0131 0	9927 SWEET WILLOW PASS
411	0708 283 0198 0	9927 SWEET WILLOW PASS # SCHL
412	0708 283 0132 8	10001 SWEET WILLOW PASS 10009 SWEET WILLOW PASS 10017 SWEET WILLOW PASS 10025 SWEET WILLOW PASS

LOT #	PARCEL NUMBER	STREET ADDRESS
413	0708 283 0134 4	921 BLUE CRANE RUN
414	0708 283 0135 2	919 BLUE CRANE RUN
415	0708 283 0136 0	915 BLUE CRANE RUN
416	0708 283 0137 8	913 BLUE CRANE RUN
417	0708 283 0138 6	909 BLUE CRANE RUN
418	0708 283 0139 4	907 BLUE CRANE RUN
419	0708 283 0140 1	903 BLUE CRANE RUN
420	0708 283 0141 9	901 BLUE CRANE RUN
421	0708 294 2111 7	843 BLUE CRANE RUN
422	0708 294 2110 9	839 BLUE CRANE RUN
423	0708 294 2109 2	835 BLUE CRANE RUN
424	0708 294 2108 4	831 BLUE CRANE RUN
425	0708 294 2107 6	827 BLUE CRANE RUN
426	0708 294 2106 8	823 BLUE CRANE RUN
427	0708 294 2105 0	819 BLUE CRANE RUN
428	0708 294 2104 2	815 BLUE CRANE RUN
429	0708 294 2103 4	811 BLUE CRANE RUN
430	0708 294 2102 6	807 BLUE CRANE RUN
431	0708 294 2101 8	803 BLUE CRANE RUN
432	0708 283 2201 9	802 LADY BUG LN
433	0708 283 2202 7	806 LADY BUG LN
434	0708 283 2203 5	810 LADY BUG LN
435	0708 283 2204 3	814 LADY BUG LN
436	0708 283 2205 1	818 LADY BUG LN
437	0708 283 2206 9	822 LADY BUG LN
438	0708 283 2207 7	826 LADY BUG LN
439	0708 283 2208 5	830 LADY BUG LN
440	0708 283 2209 3	834 LADY BUG LN
441	0708 283 2210 0	838 LADY BUG LN
442	0708 283 2211 8	842 LADY BUG LN
443	0708 283 1317 5	837 LADY BUG LN 9940 SWEET WILLOW PASS
444	0708 283 1318 3	831 LADY BUG LN
445	0708 283 1319 1	825 LADY BUG LN
446	0708 283 1320 8	819 LADY BUG LN
447	0708 283 1321 6	813 LADY BUG LN
448	0708 283 1322 4	807 LADY BUG LN
449	0708 283 1323 2	801 LADY BUG LN 816 SUGAR MAPLE LN
450	0708 283 1324 0	820 SUGAR MAPLE LN
451	0708 283 1325 8	824 SUGAR MAPLE LN
452	0708 283 1326 6	828 SUGAR MAPLE LN
453	0708 283 1327 4	832 SUGAR MAPLE LN
454	0708 283 1328 2	836 SUGAR MAPLE LN
454	0708 283 1399 3	836 SUGAR MAPLE LN # SCHL
455	0708 283 1329 0	842 SUGAR MAPLE LN
455	0708 283 1398 5	842 SUGAR MAPLE LN # SCHL

LOT #	PARCEL NUMBER	STREET ADDRESS
456	0708 283 1312 5	9916 SWEET WILLOW PASS
456	0708 283 1397 7	9916 SWEET WILLOW PASS # SCHL
457	0708 283 1313 3	9920 SWEET WILLOW PASS
457	0708 283 1396 9	9920 SWEET WILLOW PASS # SCHL
458	0708 283 1314 1	9924 SWEET WILLOW PASS
459	0708 283 1315 9	9928 SWEET WILLOW PASS
460	0708 283 1316 7	9932 SWEET WILLOW PASS
461	0708 283 1330 7	9936 SWEET WILLOW PASS
462	0708 283 0415 8	833 SUGAR MAPLE LN
462	0708 283 0499 2	833 SUGAR MAPLE LN # SCHL
463	0708 283 0416 6	831 SUGAR MAPLE LN
464	0708 283 0417 4	827 SUGAR MAPLE LN
465	0708 283 0418 2	823 SUGAR MAPLE LN
466	0708 283 0419 0	819 SUGAR MAPLE LN
467	0708 283 0420 7	815 SUGAR MAPLE LN
468	0708 283 0421 5	811 SUGAR MAPLE LN
469	0708 283 0422 3	807 SUGAR MAPLE LN
470	0708 283 0423 1	803 SUGAR MAPLE LN
OL 18	0708 294 1829 7	10305 HAZY SKY PKWY 808 OLD TIMBER PASS *Birchwood Point Park*
OL 19	0708 294 1830 4	10302 VALLEY VIEW RD *Stormwater Utility*
OL 20	0708 294 1918 8	811 OLD TIMBER PASS *Stormwater Utility*
OL 20	0708 294 1999 8	811 OLD TIMBER PASS # SCHL *Stormwater Utility*
OL 21	0708 283 0133 6	10103 SWEET WILLOW PASS *Private Alley*
OL 22	PARCELLED	NOT ADDRESSED *Dedicated for Alley*
OL 23	0708 283 0424 9	749 SUGAR MAPLE LN *Stormwater Utility*

Exhibit "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
31-52 (First Addition) 413-420 (Twin Lots, Western Addition to 1000 Oaks) 421-430, 432-442 (Western Addition to 1000 Oaks)	300	425
14-152 (First Addition), 282-290 (Replat No. 1), 291-327 (Replat No. 2) 328-376 (Replat No. 3) 377-386, 388-411, 431, 443-460, 462-470 (Western Addition to 1000 Oaks)	350	500
387, 461 (Western Addition to 1000 Oaks)	400	550

Exhibit "D"

Description of Original Declaration and Amendments

	Document	Recording Date	Document Number
1.)	Original Declaration	11/30/2016	5288296
2.)	First Amendment	10/30/2017	5368104
3.)	Second Amendment	12/18/2018	5460439
4.)	Third Amendment	5/28/2019	5490858
5.)	Fourth Amendment	7/22/2020	5615842

Document No.

Fourth Amendment to FIRST ADDITION TO 1000 OAKS, 1000 OAKS REPLAT NO. 1, 1000 OAKS REPLAT NO. 2 AND 1000 OAKS REPLAT NO. 3 DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

(RE: THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE)

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5615842
07/22/2020 10:57 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 15
The above recording information verifies that this document has been electronically recorded and returned to the submitter.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Fourth Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for First Addition to 1000 Oaks, dated November 11, 2016, recorded November 30, 2016 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5288296 (the **"Original Declaration"**) which the Original Declaration was subsequently amended by Amendments One through Three, each of which amendments is further described in Exhibit "D" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "D" shall be herein collectively referred to as the **"Declaration"**. This Amendment is made by VH1000 Oaks, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the **"Declarant"**) and/or its successors and assigns. Declarant hereby amends the Declaration as follows:

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

2) **Lots Subject to Declaration.**

a) Section A-1(A) of the Declaration is modified to provide that Lots 328-376 1000 Oaks Replat No. 3 are made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are subject to the Declaration.

3) **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.

4) **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.

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

(2) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, may, whenever necessary or appropriate, levy special assessments (**"Special Assessments"**) against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Association and/or the Management Company may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. In addition, the Association shall have the authority to levy Special Assessments against one or more of the Lots, but less than all, in cases where the Association incurs expenses that are attributable to the act or failure to act by one or more Lot Owners in violation of this Declaration, the Articles of Incorporation, By-laws or rules of the Association in effect from time to time. Special Assessments may also be imposed by the Association for failure to pay any Fines levied against an Owner pursuant to the provisions of Section E-2, below. Special Assessments shall be paid at such time and in such manner as the Association or the Management Company may determine. Any Special Assessment or installment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

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

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

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

a) Section B-2(A) is hereby deleted and replaced with the following: "Lots 14-30, 53-152, 162-167, 181-190, 197, 205-210, 228-252, First Addition to 1000 Oaks; Lots 282-290, 1000 Oaks Replat No. 1; Lots 291-327, 1000 Oaks Replat No. 2 and Lots 328-376, 1000 Oaks Replat No. 3 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined below."

b) Section B-2(K) is hereby deleted and replaced with the following: "The City requires that Declarant install a fence adjacent to the public park lands located on Outlot 8, First Addition to 1000 Oaks; and on Outlot 1 of CSM 13155 at the rear property lines of Lots 134-140, First Addition to 1000 Oaks; Lots 300, 303-304, 1000 Oaks Replat No. 2; Lots 328-333, 1000 Oaks Replat No. 3; the east property line and a portion of the south property line of Lot 133, First Addition to 1000 Oaks; the west property line of Lot 145, First Addition to 1000 Oaks; and the east property line of Lot 146, First Addition to 1000 Oaks to deter encroachments onto City property and that the fences shall be maintained in good condition by each Owner of such Lot in perpetuity. Lots 133, 134, 140-152, 162-167, First Addition to 1000 Oaks; Lots 300-310, 1000 Oaks Replat No. 2 and Lots 334-340, 1000 Oaks Replat No. 3 will have a "Park Boundary from the City of Madison Parks Division" marker posted along the back property line adjacent to the public park to deter encroachments onto City property and shall be maintained in good condition by each Owner of such in Lot in perpetuity."

c) Section B-2)M is hereby deleted and replaced with the following: "Lots 141-145, First Addition to 1000 Oaks; and Lots 291-296 and Lots 313-318, 1000 Oaks Replat No. 2 will have a retaining wall in the rear yard and shall be maintained by the Association. The area beyond the rear retaining wall for these Lots will be of natural grass and will not be maintained by the Association. Mowing beyond the rear retaining wall is not required of the homeowner as not all homeowners will be able to access this area. Fences are not required beyond the rear retaining wall and if fence is installed the homeowner will not be required by the ACC to construct a fence to the rear property line.

Lots 237-243, 1000 Oaks Replat No. 3 will have a retaining wall and PlyGem fence (as shown in Exhibit "E") in the rear yard and shall initially be installed by Declarant and then maintained by the Association. The PlyGem fence, retaining wall and area beyond the retaining wall up to Valley View Road (all which is within the 30' landscaping easement) will be maintained by the Association."

d) The first sentence of Section B-2)N is modified to read as follows: "Lots 133-152 and 162-167, First Addition to 1000 Oaks; Lots 300, 303-307, 310, 1000 Oaks Replat No. 2 and Lots

328-340, 1000 Oaks Replat No. 3 rear property line may encroach into the tree area adjacent to the park." All other terms of Section B-2) N, shall remain unchanged.

7) **Easements.**

a) Section B-7)F is modified to read as follows: "There will be a thirty foot (30') wide landscaping easement within the rear property line of Lots 129-132, First Addition to 1000 Oaks along South Point Road; Lot 228, First Addition to 1000 Oaks along South Point Road; the easterly property line of Lots 328 and 349, 1000 Oaks Replat No. 3; within the rear property line of Lots 349-355, 1000 Oaks Replat No. 3; within the rear property line of Lots 229-243, First Addition to 1000 Oaks along Valley View Road; and the southern property line of Lot 291, 1000 Oaks Replat No. 2 along Valley View Road, as shown on the Plats. This landscaping easement shall be maintained by the Association."

8) **Entrance Sign.** The first sentence of Section B-12 is modified to read as follows: "It is contemplated there will be an entrance monument sign and associated easement in Lots 132, First Addition to 1000 Oaks; Lot 291, 1000 Oaks Replat No. 1 and Lots 328 and 349, 1000 Oaks Replat No. 3 of the Plat." All other terms of Section B-12 shall remain unchanged.

9) **Records.** Section C-6 shall be deleted and replaced with the following: "Until such time as a replacement Committee is designed, all plans, applications and requests shall be submitted to said Committee at the following address:

1000 Oaks Homeowners Association, Inc.
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713
acc@veridianhomes.com"

10) Section D-2) C is removed in its entirety.

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

"The Declarant (or either one of them if more than one), the Association or Management Company on behalf of the Association, or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. The Architectural Control Committee may refer any violation which shall come to its attention to the Declarant or Association for action under the terms of this paragraph and this Declaration. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Association shall have the right to assess and collect from the violating party a fine (the "**Fine**") for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of $100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees. Any Fine imposed by the Association or the Management Company acting on its behalf, may be assessed against the Owner(s) by means of a Special Assessment against the Lot or Lots owned by the Owner in violation. In such event, the Association, or the Management Company acting on its behalf, shall have all rights

provided in Section A-5 (B) (3), above, regarding collection of Special Assessments and foreclosure of the lien thereof."

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

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

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

[Signature pages follow.]

IN WITNESS WHEREOF, the said VH1000 Oaks, LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 20 day of July, 2020

VH1000 Oaks, LLC
By: VH Holdings, LLC, its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

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

Personally came before me this 20 day of July, 2020 Chris Ehlers the Authorized Signatory of VH Holdings, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

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

DOCUMENT DRAFTED BY:

Atty. Gregory J. Paradise

CONSENT OF MORTGAGEE

The undersigned Oregon Community Bank, being a mortgagee of certain of the 1000 Oaks Replat No. 3, 1000 Oaks Replat No. 1 Lots and Existing Lots, as those terms are defined in the Fourth Amendment to Declaration of Protective Covenants, to which this Consent is attached, hereby consents to the foregoing Fourth Amendment to Declaration of Protective Covenants.

Dated at Madison, Wisconsin this 15th day of July, 2020.

OREGON COMMUNITY BANK

By: _____

Print Name: Lukas W Trow

Print Title: Market President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 15 day of July, 2020, the above named Lukas W. Trow, 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: 7/10/2024

AMIE L. EDGINGTON NOTARY PUBLIC STATE OF WISCONSIN

CONSENT OF MORTGAGEE

The undersigned First Business Bank, being a mortgagee of certain of the 1000 Oaks Replat No. 2 Lots, as those terms are defined in the Fourth Amendment to Declaration of Protective Covenants, to which this Consent is attached, hereby consents to the foregoing Fourth Amendment to Declaration of Protective Covenants.

Dated at Madison, Wisconsin this 15th day of July, 2020.

FIRST BUSINESS BANK

By: _____

Print Name: Brian E. Hagen

Print Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 15 day of July, 2020 the above named Brian E. Hagen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 5-1-24

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

Exhibit "A"

Lots 14-152, 162-167, 181-190, 197, 205-210, 228-252 and Outlots 2-3 and 9-10, First Addition to 1000 Oaks, City of Madison, Dane County, Wisconsin

Lots 282-290, 1000 Oaks Replat No. 1, City of Madison, Dane County, Wisconsin

Lots 291-327 and Outlots 12-17, 1000 Oaks Replat No. 2, City of Madison, Dane County, Wisconsin

Lots 328-376, 1000 Oaks Replat No. 3, City of Madison, Dane County, Wisconsin

Exhibit "B"

Prefix 251

LOT #	PARCEL #	STREET ADDRESS	PLAT
14	070828305023	602 GINGERGRASS WAY	1ST ADDITION
15	070828305031	606 GINGERGRASS WAY	1ST ADDITION
16	070828305049	610 GINGERGRASS WAY	1ST ADDITION
17	070828305057	704 GINGERGRASS WAY	1ST ADDITION
18	070828305065	708 GINGERGRASS WAY	1ST ADDITION
19	070828305073	712 GINGERGRASS WAY	1ST ADDITION
20	070828305081	716 GINGERGRASS WAY	1ST ADDITION
21	070828305099	720 GINGERGRASS WAY	1ST ADDITION
22	070828305106	9804 SUNNY SPRING DR	1ST ADDITION
23	070828305114	9808 SUNNY SPRING DR	1ST ADDITION
24	070828305122	9812 SUNNY SPRING DR	1ST ADDITION
25	070828305130	729 CRIMSON LEAF LN	1ST ADDITION
26	070828305148	725 CRIMSON LEAF LN	1ST ADDITION
27	070828305156	721 CRIMSON LEAF LN	1ST ADDITION
28	070828305164	717 CRIMSON LEAF LN	1ST ADDITION
29	070828305172	713 CRIMSON LEAF LN	1ST ADDITION
30	070828305180	709 CRIMSON LEAF LN	1ST ADDITION
31	070828306013	9763 WATTS RD	1ST ADDITION
32	070828306021	9761 WATTS RD	1ST ADDITION
33	070828306039	9757 WATTS RD	1ST ADDITION
34	070828306047	9755 WATTS RD	1ST ADDITION
35	070828306055	9751 WATTS RD	1ST ADDITION
36	070828306063	9749 WATTS RD	1ST ADDITION
37	070828306071	9745 WATTS RD	1ST ADDITION
38	070828306089	9743 WATTS RD	1ST ADDITION
39	070828306097	9739 WATTS RD	1ST ADDITION
40	070828306104	9737 WATTS RD	1ST ADDITION
41	070828306112	9733 WATTS RD	1ST ADDITION
42	070828306120	9731 WATTS RD	1ST ADDITION
43	070828306138	9727 WATTS RD	1ST ADDITION
44	070828306146	9725 WATTS RD	1ST ADDITION
45	070828306154	9721 WATTS RD	1ST ADDITION
46	070828306162	9719 WATTS RD	1ST ADDITION
47	070828306170	9715 WATTS RD	1ST ADDITION
48	070828306188	9713 WATTS RD	1ST ADDITION
49	070828306196	9709 WATTS RD	1ST ADDITION
50	070828306203	9707 WATTS RD	1ST ADDITION
51	070828306211	9703 WATTS RD	1ST ADDITION
52	070828306229	9701 WATTS RD	1ST ADDITION
53	070828307136	9702 GILDED CIDER BLVD	1ST ADDITION
54	070828307128	9706 GILDED CIDER BLVD	1ST ADDITION
55	070828307110	9710 GILDED CIDER BLVD	1ST ADDITION
56	070828307102	9714 GILDED CIDER BLVD	1ST ADDITION
57	070828307095	9718 GILDED CIDER BLVD	1ST ADDITION
58	070828307087	9722 GILDED CIDER BLVD	1ST ADDITION
59	070828307079	9726 GILDED CIDER BLVD	1ST ADDITION
60	070828307061	9730 GILDED CIDER BLVD	1ST ADDITION
61	070828307053	9734 GILDED CIDER BLVD	1ST ADDITION
62	070828307045	9738 GILDED CIDER BLVD	1ST ADDITION
63	070828307037	9742 GILDED CIDER BLVD	1ST ADDITION
64	070828307029	9746 GILDED CIDER BLVD	1ST ADDITION
65	070828307011	9750 GILDED CIDER BLVD	1ST ADDITION
66	070828309017	703 GINGERGRASS WAY	1ST ADDITION
67	070828309025	9731 GILDED CIDER BLVD	1ST ADDITION
68	070828309033	9727 GILDED CIDER BLVD	1ST ADDITION
69	070828309041	9723 GILDED CIDER BLVD	1ST ADDITION
70	070828309059	9719 GILDED CIDER BLVD	1ST ADDITION
71	070828309067	9715 GILDED CIDER BLVD	1ST ADDITION
72	070828309075	9711 GILDED CIDER BLVD	1ST ADDITION
73	070828309083	704 QUIET POND DR	1ST ADDITION
74	070828309091	708 QUIET POND DR	1ST ADDITION
75	070828309108	712 QUIET POND DR	1ST ADDITION
76	070828309116	9708 SWEET AUTUMN DR	1ST ADDITION
77	070828309124	9712 SWEET AUTUMN DR	1ST ADDITION
78	070828309132	9716 SWEET AUTUMN DR	1ST ADDITION
79	070828309140	9720 SWEET AUTUMN DR	1ST ADDITION
80	070828309158	9724 SWEET AUTUMN DR	1ST ADDITION
81	070828309166	9728 SWEET AUTUMN DR	1ST ADDITION
82	070828309174	711 GINGERGRASS WAY	1ST ADDITION
83	070828309182	707 GINGERGRASS WAY	1ST ADDITION
84	070828310014	719 GINGERGRASS WAY	1ST ADDITION
85	070828310022	9725 SWEET AUTUMN DR	1ST ADDITION
86	070828310030	9721 SWEET AUTUMN DR	1ST ADDITION
87	070828310048	9717 SWEET AUTUMN DR	1ST ADDITION
88	070828310056	9713 SWEET AUTUMN DR	1ST ADDITION
89	070828310064	9709 SWEET AUTUMN DR	1ST ADDITION
90	070828310072	716 QUIET POND DR	1ST ADDITION
91	070828310080	720 QUIET POND DR	1ST ADDITION
92	070828310098	724 QUIET POND DR	1ST ADDITION
93	070828310105	9710 SUNNY SPRING DR	1ST ADDITION
94	070828310113	9714 SUNNY SPRING DR	1ST ADDITION
95	070828310121	9718 SUNNY SPRING DR	1ST ADDITION
96	070828310139	9722 SUNNY SPRING DR	1ST ADDITION
97	070828310147	9726 SUNNY SPRING DR	1ST ADDITION
98	070828310155	727 GINGERGRASS WAY	1ST ADDITION
99	070828310163	723 GINGERGRASS WAY	1ST ADDITION
100	070828312010	717 QUIET POND DR	1ST ADDITION
101	070828312028	9631 SWEET AUTUMN DR	1ST ADDITION
102	070828312036	9627SWEET AUTUMN DR	1ST ADDITION
103	070828312044	9623 SWEET AUTUMN DR	1ST ADDITION
104	070828312052	9619 SWEET AUTUMN DR	1ST ADDITION
105	070828312060	9615 SWEET AUTUMN DR	1ST ADDITION
106	070828312078	9609 SWEET AUTUMN DR	1ST ADDITION
107	070828312086	704 COZY NEST DR	1ST ADDITION
108	070828312094	710 COZY NEST DR	1ST ADDITION
109	070828312101	9604 SUNNY SPRING DR	1ST ADDITION
110	070828312119	9608 SUNNY SPRING DR	1ST ADDITION
111	070828312127	9612 SUNNY SPRING DR	1ST ADDITION
112	070828312135	9616 SUNNY SPRING DR	1ST ADDITION
113	070828312143	9620 SUNNY SPRING DR	1ST ADDITION
114	070828312151	725 QUIET POND DR	1ST ADDITION
115	070828312169	721 QUIET POND DR	1ST ADDITION
116	070828311020	701 QUIET POND DR	1ST ADDITION
117	070828311038	705 QUIET POND DR	1ST ADDITION
118	070828311046	709 QUIET POND DR	1ST ADDITION
119	070828311054	713 QUIET POND DR	1ST ADDITION
120	070828311062	9634 SWEET AUTUMN DR	1ST ADDITION
121	070828311070	9630 SWEET AUTUMN DR	1ST ADDITION
122	070828311088	9626 SWEET AUTUMN DR	1ST ADDITION
123	070828311096	9622 SWEET AUTUMN DR	1ST ADDITION
124	070828311103	9618 SWEET AUTUMN DR	1ST ADDITION
125	070828311111	9614 SWEET AUTUMN DR	1ST ADDITION
126	070828311129	9610 SWEET AUTUMN DR	1ST ADDITION
127	070828311137	9606 SWEET AUTUMN DR	1ST ADDITION
128	070828311145	9602 SWEET AUTUMN DR	1ST ADDITION
129	070828311153	701 COZY NEST DR	1ST ADDITION
130	070828311161	705 COZY NEST DR	1ST ADDITION
131	070828311179	709 COZY NEST DR	1ST ADDITION
132	070828311187	713 COZY NEST DR	1ST ADDITION
133	070828314214	9503 SUNNY SPRING DR	1ST ADDITION
134	070828314206	9507 SUNNY SPRING DR	1ST ADDITION
135	070828314199	9601 SUNNY SPRING DR	1ST ADDITION
136	070828314181	9605 SUNNY SPRING DR	1ST ADDITION
137	070828314173	9609 SUNNY SPRING DR	1ST ADDITION
138	070828314165	9613 SUNNY SPRING DR	1ST ADDITION
139	070828314157	9617 SUNNY SPRING DR	1ST ADDITION
140	070828314149	9621 SUNNY SPRING DR	1ST ADDITION
141	070828314131	9625 SUNNY SPRING DR	1ST ADDITION
142	070828314123	9629 SUNNY SPRING DR	1ST ADDITION
143	070828314115	9703 SUNNY SPRING DR	1ST ADDITION

LOT #	PARCEL #	STREET ADDRESS	PLAT
144	070828314107	9707 SUNNY SPRING DR	1ST ADDITION
145	070828314090	9711 SUNNY SPRING DR	1ST ADDITION
146	070828314074	9801 SUNNY SPRING DR	1ST ADDITION
147	070828314066	9805 SUNNY SPRING DR	1ST ADDITION
148	070828314058	9809 SUNNY SPRING DR	1ST ADDITION
149	070828314040	9813 SUNNY SPRING DR	1ST ADDITION
150	070828314032	9817 SUNNY SPRING DR	1ST ADDITION
151	070828314024	9821 SUNNY SPRING DR	1ST ADDITION
152	070828314016	9825 SUNNY SPRING DR	1ST ADDITION
162	070828314404	9724 TAWNY ACORN DR	1ST ADDITION
163	070828314397	9720 TAWNY ACORN DR	1ST ADDITION
164	070828314389	9716 TAWNY ACORN DR	1ST ADDITION
165	070828314371	9712 TAWNY ACORN DR	1ST ADDITION
166	070828314363	9708 TAWNY ACORN DR	1ST ADDITION
167	070828314355	9704 TAWNY ACORN DR	1ST ADDITION
181	070828318092	9602 SUMMER WILLOW LN 908 QUAKING ASPEN RD	1ST ADDITION
182	070828318109	9606 SUMMER WILLOW LN	1ST ADDITION
183	070828318117	9610 SUMMER WILLOW LN	1ST ADDITION
184	070828318125	9614 SUMMER WILLOW LN	1ST ADDITION
185	070828318133	9618 SUMMER WILLOW LN	1ST ADDITION
186	070828318141	9622 SUMMER WILLOW LN	1ST ADDITION
187	070828318159	9626 SUMMER WILLOW LN	1ST ADDITION
188	070828318167	909 CHERRY BARK RD 9630 SUMMER WILLOW LN	1ST ADDITION
189	070828318167	915 CHERRY BARK RD	1ST ADDITION
190	070828318175	907 CHERRY BARK RD 9645 TAWNY ACORN DR	1ST ADDITION
197	070828319074	9603 SUMMER WILLOW LN 916 QUAKING ASPEN RD	1ST ADDITION
205	070828319016	9627 SUMMER WILLOW LN 917 CHERRY BARK RD	1ST ADDITION
206	070828319024	9623 SUMMER WILLOW LN	1ST ADDITION
207	070828319032	9619 SUMMER WILLOW LN	1ST ADDITION
208	070828319040	9615 SUMMER WILLOW LN	1ST ADDITION
209	070828319058	9611 SUMMER WILLOW LN	1ST ADDITION
210	070828319066	9607 SUMMER WILLOW LN	1ST ADDITION
228	070828316351	927 QUAKING ASPEN RD	1ST ADDITION
229	070828316335	9601 WINTER BASIL DR	1ST ADDITION
230	070828316327	9605 WINTER BASIL DR	1ST ADDITION
231	070828316319	9609 WINTER BASIL DR	1ST ADDITION
232	070828316301	9613 WINTER BASIL DR	1ST ADDITION
233	070828316294	9617 WINTER BASIL DR	1ST ADDITION
234	070828316286	9621 WINTER BASIL DR	1ST ADDITION
235	070828316278	9625 WINTER BASIL DR	1ST ADDITION
236	070828316260	9629 WINTER BASIL DR	1ST ADDITION
237	070828316252	9633 WINTER BASIL DR	1ST ADDITION
238	070828316244	9637 WINTER BASIL DR	1ST ADDITION
239	070828316236	9703 WINTER BASIL DR	1ST ADDITION
240	070828316228	9707 WINTER BASIL DR	1ST ADDITION
241	070828316210	9711 WINTER BASIL DR	1ST ADDITION
242	070828316202	9715 WINTER BASIL DR	1ST ADDITION
243	070828316195	9719 WINTER BASIL DR	1ST ADDITION
244	070828316187	9723 WINTER BASIL DR	1ST ADDITION
245	070828316179	9727 WINTER BASIL DR	1ST ADDITION
246	070828316161	9731 WINTER BASIL DR	1ST ADDITION
247	070828316153	9735 WINTER BASIL DR	1ST ADDITION
248	070828316145	9739 WINTER BASIL DR	1ST ADDITION
249	070828316137	9743 WINTER BASIL DR	1ST ADDITION
250	070828316129	9747 WINTER BASIL DR 9717 TAWNY ACORN DR	1ST ADDITION
251	070828316111	9721 TAWNY ACORN DR	1ST ADDITION
252	070828316103	9725 TAWNY ACORN DR	1ST ADDITION
282	070828321011	702 CRIMSON LEAF LN	REPLAT NO. 1
283	070828321029	704 CRIMSON LEAF LN	REPLAT NO. 1
284	070828321037	708 CRIMSON LEAF LN	REPLAT NO. 1
285	070828321045	712 CRIMSON LEAF LN	REPLAT NO. 1
286	070828321053	716 CRIMSON LEAF LN	REPLAT NO. 1
287	070828321061	720 CRIMSON LEAF LN	REPLAT NO. 1
288	070828321079	724 CRIMSON LEAF LN	REPLAT NO. 1
289	070828321087	728 CRIMSON LEAF LN	REPLAT NO. 1
290	070828321095	732 CRIMSON LEAF LN 9902 GARDEN LILY WAY	REPLAT NO. 1
291	070828316012	939 SUGAR MAPLE LN	REPLAT NO. 2
292	070828316020	935 SUGAR MAPLE LN	REPLAT NO. 2
293	070828316038	931 SUGAR MAPLE LN	REPLAT NO. 2
294	070828316046	927 SUGAR MAPLE LN	REPLAT NO. 2
295	070828316054	923 SUGAR MAPLE LN	REPLAT NO. 2
296	070828316062	919 SUGAR MAPLE LN	REPLAT NO. 2
297	070828316070	915 SUGAR MAPLE LN	REPLAT NO. 2
298	070828316088	911 SUGAR MAPLE LN	REPLAT NO. 2
299	070828316096	9729 TAWNY ACORN DR 905 SUGAR MAPLE LN	REPLAT NO. 2
302	070828314511	867 SUGAR MAPLE LN	REPLAT NO. 2
303	070828314529	863 SUGAR MAPLE LN	REPLAT NO. 2
304	070828314537	859 SUGAR MAPLE LN	REPLAT NO. 2
305	070828314545	855 SUGAR MAPLE LN	REPLAT NO. 2
306	070828314553	851 SUGAR MAPLE LN	REPLAT NO. 2
307	070828314561	847 SUGAR MAPLE LN	REPLAT NO. 2
308	070828314579	9839 SUNNY SPRING DR 843 SUGAR MAPLE LN	REPLAT NO. 2
309	070828314587	9835 SUNNY SPRING DR	REPLAT NO. 2
310	070828314595	9831 SUNNY SPRING DR	REPLAT NO. 2
311	070828313092	848 SUGAR MAPLE LN	REPLAT NO. 2
312	070828313109	852 SUGAR MAPLE LN	REPLAT NO. 2
313	070828301287	9917 SWEET WILLOW PASS	REPLAT NO. 2
314	070828301279	9913 SWEET WILLOW PASS	REPLAT NO. 2
315	070828301261	9909 SWEET WILLOW PASS	REPLAT NO. 2
316	070828301253	9905 SWEET WILLOW PASS	REPLAT NO. 2
317	070828301245	9901 SWEET WILLOW PASS 864 SUGAR MAPLE LN	REPLAT NO. 2
318	070828301237	868 SUGAR MAPLE LN	REPLAT NO. 2
319	070828301229	872 SUGAR MAPLE LN	REPLAT NO. 2
320	070828301211	876 SUGAR MAPLE LN	REPLAT NO. 2
321	070828301120	904 SUGAR MAPLE LN	REPLAT NO. 2
322	070828301138	908 SUGAR MAPLE LN	REPLAT NO. 2
323	070828301146	912 SUGAR MAPLE LN	REPLAT NO. 2
324	070828301154	916 SUGAR MAPLE LN	REPLAT NO. 2
325	070828301162	920 SUGAR MAPLE LN	REPLAT NO. 2
326	070828301170	928 SUGAR MAPLE LN	REPLAT NO. 2
327	070828301188	932 SUGAR MAPLE LN	REPLAT NO. 2
328	070828314602	9604 TAWNY ACORN DR	REPLAT NO. 3
329	070828314610	9608 TAWNY ACORN DR	REPLAT NO. 3
330	070828314628	9612 TAWNY ACORN DR	REPLAT NO. 3
331	070828314636	9616 TAWNY ACORN DR	REPLAT NO. 3
332	070828314644	9620 TAWNY ACORN DR	REPLAT NO. 3
333	070828314652	9624 TAWNY ACORN DR	REPLAT NO. 3
334	070828314660	9628 TAWNY ACORN DR	REPLAT NO. 3
335	070828314678	9632 TAWNY ACORN DR	REPLAT NO. 3
336	070828314686	9636 TAWNY ACORN DR	REPLAT NO. 3
337	070828314694	9640 TAWNY ACORN DR	REPLAT NO. 3
338	070828314701	9644 TAWNY ACORN DR	REPLAT NO. 3
339	070828314719	9648 TAWNY ACORN DR	REPLAT NO. 3
340	070828314727	9652 TAWNY ACORN DR	REPLAT NO. 3
341	070828318183	9647 TAWNY ACORN DR	REPLAT NO. 3
342	070828318191	9641 TAWNY ACORN DR	REPLAT NO. 3
343	070828318208	9635 TAWNY ACORN DR	REPLAT NO. 3
344	070828318216	9631 TAWNY ACORN DR	REPLAT NO. 3
345	070828318224	9625 TAWNY ACORN DR	REPLAT NO. 3
346	070828318232	9621 TAWNY ACORN DR	REPLAT NO. 3
347	070828318240	9617 TAWNY ACORN DR	REPLAT NO. 3
348	070828318258	9613 TAWNY ACORN DR 902 QUAKING ASPEN RD	REPLAT NO. 3
349	070828316484	901 QUAKING ASPEN RD	REPLAT NO. 3

LOT #	PARCEL #	STREET ADDRESS	PLAT
350	070828316476	905 QUAKING ASPEN RD	REPLAT NO. 3
351	070828316468	909 QUAKING ASPEN RD	REPLAT NO. 3
352	070828316450	913 QUAKING ASPEN RD	REPLAT NO. 3
353	070828316442	917 QUAKING ASPEN RD	REPLAT NO. 3
354	070828316434	921 QUAKING ASPEN RD	REPLAT NO. 3
355	070828316426	925 QUAKING ASPEN RD	REPLAT NO. 3
356	070828319157	9604 WINTER BASIL DR 926 QUAKING ASPEN RD	REPLAT NO. 3
357	070828319165	9608 WINTER BASIL DR	REPLAT NO. 3
358	070828319173	9612 WINTER BASIL DR	REPLAT NO. 3
359	070828319181	9616 WINTER BASIL DR	REPLAT NO. 3
360	070828319199	9622 WINTER BASIL DR	REPLAT NO. 3
361	070828319206	9626 WINTER BASIL DR	REPLAT NO. 3
362	070828319214	9630 WINTER BASIL DR	REPLAT NO. 3
363	070828319222	9634 WINTER BASIL DR 927 CHERRY BARK RD	REPLAT NO. 3
364	070828317185	9704 WINTER BASIL DR 924 CHERRY BARK RD	REPLAT NO. 3
365	070828317193	9708 WINTER BASIL DR	REPLAT NO. 3
366	070828317200	9720 WINTER BASIL DR	REPLAT NO. 3
367	070828317218	9724 WINTER BASIL DR	REPLAT NO. 3
368	070828317226	9728 WINTER BASIL DR	REPLAT NO. 3
369	070828317234	9732 WINTER BASIL DR	REPLAT NO. 3
370	070828317242	9738 WINTER BASIL DR	REPLAT NO. 3
371	070828317127	9742 WINTER BASIL DR 9709 TAWNY ACORN DR	REPLAT NO. 3
372	070828317135	904 CHERRY BARK RD 9705 TAWNY ACORN DR	REPLAT NO. 3
373	070828317143	908 CHERRY BARK RD	REPLAT NO. 3
374	070828317151	912 CHERRY BARK RD	REPLAT NO. 3
375	070828317169	916 CHERRY BARK RD	REPLAT NO. 3
376	070828317177	920 CHERRY BARK RD	REPLAT NO. 3
OL 2	070828304108	9824 SUNNY SPRING DR Dedicated as Stormwater	REPLAT NO. 2
OL 3	070828305015	701 CRIMSON LEAF LN Dedicated as Stormwater	1ST ADDITION
OL 4	NO PARCEL NUMBER	Dedicated as Alley ROW	1ST ADDITION
OL 5	070828308019	650 QUIET POND DR Dedicated as Stormwater	1ST ADDITION
OL 6	070828311012	649 QUIET POND DR Dedicated as Stormwater	1ST ADDITION
OL 7	070828314222	840 SOUTH POINT RD Thousand Oaks Park	1ST ADDITION
OL 8	070828314082	9725 SUNNY SPRING DR Thousand Oaks Park	1ST ADDITION
OL 9	070828315014	9627 TAWNY ACORN DR Private Open Space	1ST ADDITION
OL 10	070828316343	931 QUAKING ASPEN RD Private Open Space	1ST ADDITION
OL 12	070828304132	9826 SUNNY SPRING DR Dedicated as Stormwater	REPLAT NO. 2
OL 13	070828304140	835 SUGAR MAPLE LN Future Development	REPLAT NO. 2
OL 14	070828313084	844 SUGAR MAPLE LN Future Development	REPLAT NO. 2
OL 15	070828313117	9914 SWEET WILLOW PASS Future Development	REPLAT NO. 2
OL 16	070828301295	9921 SWEET WILLOW PASS Future Development	REPLAT NO. 2
OL 17	070828301196	936 SUGAR MAPLE LN Dedicated as Stormwater	REPLAT NO. 2

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
31-52 (First Addition)	300	425
14-152 (First Addition), 282-290 (Replat No. 1), 291-327 (Replat No. 2) 328-376 (Replat No. 3)	350	500

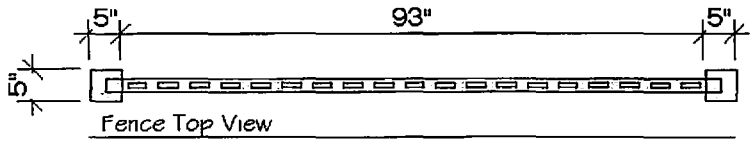
EXHIBIT "D"

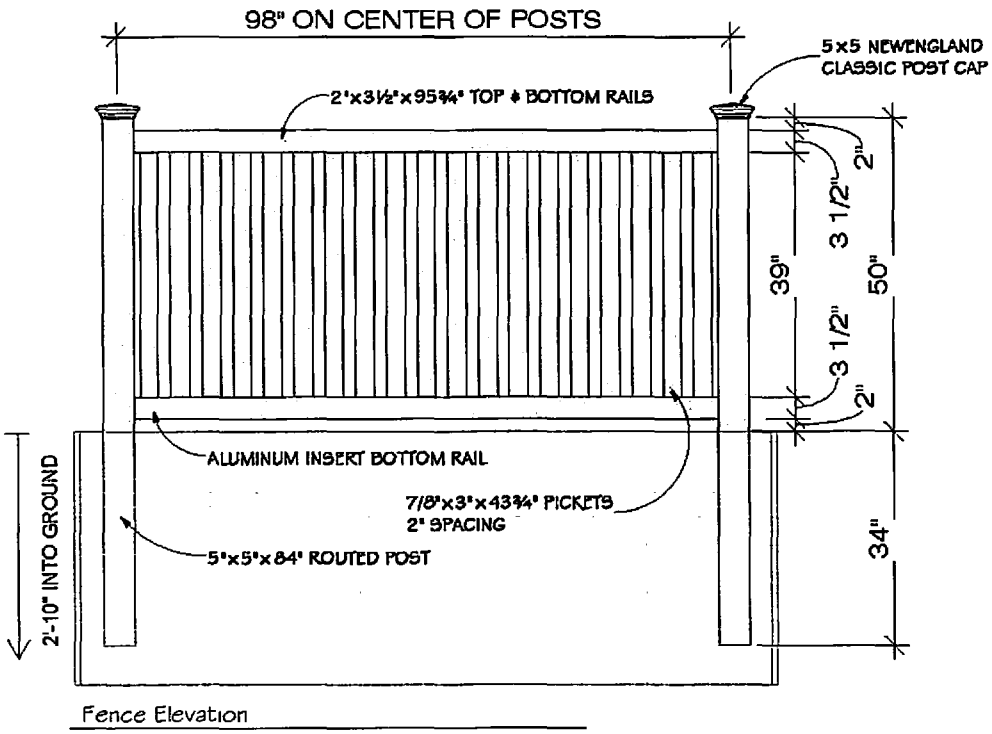
Description of Original Declaration and Amendments

	Document	Recording Date	Document Number
1.)	Original Declaration	11/30/2016	5288296
2.)	First Amendment	10/30/2017	5368104
3.)	Second Amendment	12/18/2018	5460439
4.)	Third Amendment	5/28/2019	5490858

EXHIBIT "E"

STRATFORD





NOTE:

MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

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

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

VERIDIAN HOMES

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

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

9 4 1 8 1 6 2
Tx:9025468

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5490858
05/20/2019 11:39 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 11

Third Amendment to First Addition to 1000 Oaks, 1000 Oaks Replat No. 1 and 1000 Oaks Replat No. 2 Declaration of Protective Covenants, Conditions and Restrictions

City of Madison, Dane County, WI.

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

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Third Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for First Addition to 1000 Oaks, dated November 11, 2016, recorded November 30, 2016 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5288296, amended by a First Amendment dated October 25, 2017, recorded October 30, 2017 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5368104, and by a Second Amendment dated December 17, 2018, recorded December 18, 2018 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5460439 (collectively the "**Declaration**"). This Amendment is made by VH1000 Oaks, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "**Declarant**") and/or its successors and assigns. Declarant hereby amends the Declaration as follows:

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

2) **Lots Subject to Declaration.**

11

a) Section A-1(A) of the Declaration is modified to provide that Lots 162-253, First Addition to 1000 Oaks; Lots 282-290, 1000 Oaks Replat No. 1; and Lots 291-327, 1000 Oaks Replat No. 2 are made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are subject to the Declaration.

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

a) The first sentence of Section B-2(A) is modified to read as follows: "Lots 14-24, First Addition to 1000 Oaks; Lots 53-152, First Addition to 1000 Oaks; Lots 162-252, First Addition to 1000 Oaks; Lots 282-290, 1000 Oaks Replat No. 1; and Lots 291-327, 1000 Oaks Replat No. 2 shall be used for single family residential purposes." All other terms of Section B-2(A), shall remain unchanged.

b) Section B-2)F is modified to read as follows: "Outlots 3, 5, 6, First Addition to 1000 Oaks; and Outlots 12 and 17, 1000 Oaks Replat No. 2 shall be dedicated to the public for storm water management, public sidewalk and bike path easement over entire Outlot."

c) Section B-2(K) is hereby deleted and replaced with the following: "The City requires that Declarant install a fence adjacent to the public park lands located on Outlot 8, First Addition to 1000 Oaks; and on Outlot 1 of CSM 13155 at the rear property lines of Lots 134-140 and Lots 175-179, First Addition to 1000 Oaks; Lots 300, 303-304, 1000 Oaks Replat No. 2; the east property line and a portion of the south property line of Lot 133, First Addition to 1000 Oaks; the west property line of Lot 145, First Addition to 1000 Oaks; and the east property line of Lot 146, First Addition to 1000 Oaks to deter encroachments onto City property and that the fences shall be maintained in good condition by each Owner of such Lot in perpetuity. Lots 133, 134, 140-152, 162-174, First Addition to 1000 Oaks; and Lots 300-310, 1000 Oaks Replat No. 2 will have a "Park Boundary from the City of Madison Parks Division" marker posted along the back property line adjacent to the public park to deter encroachments onto City property and shall be maintained in good condition by each Owner of such in Lot in perpetuity."

d) The first sentence of Section B-2)M is modified to read as follows: "Lots 141-145, First Addition to 1000 Oaks; and Lots 291-296 and Lots 313-318, 1000 Oaks Replat No. 2 will have a retaining wall in the rear yard." All other terms of Section B-2)M shall remain unchanged.

e) The first sentence of Section B-2)N is modified to read as follows: "Lots 133-152 and 162-179, First Addition to 1000 Oaks; and Lots 300, 303-307 and 310, 1000 Oaks Replat No. 2 rear property line may encroach into the tree area adjacent to the park." All other terms of Section B-2)N, shall remain unchanged.

f) Section B-2) O is hereby added with the following: "Outlots 13-16, 1000 Oaks Replat No. 2 are reserved for future development."

4) **Easements.**

a) Section B-7)F is modified to read as follows: "There will be a thirty foot (30') wide landscaping easement within the rear property line of Lots 129-132, First Addition to 1000 Oaks along South Point Road; the easterly property line of Lots 179 and 222, First Addition to 1000 Oaks; within the rear property line of Lots 223-228, First Addition to 1000

Oaks along South Point Road; within the rear property line of Lots 229-242, First Addition to 1000 Oaks along Valley View Road; and the southern property line of Lot 291, 1000 Oaks Replat No. 2 along Valley View Road, as shown on the Plats. This landscaping easement shall be maintained by the Association."

5) **Entrance Sign.** The first sentence of Section B-12 is modified to read as follows: "It is contemplated there will be an entrance monument sign and associated easement in Lots 132, 179, 222, First Addition to 1000 Oaks; and Lot 291, 1000 Oaks Replat No. 1 of the Plat." All other terms of Section B-12 shall remain unchanged.

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

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

[Signature pages follow.]

IN WITNESS WHEREOF, the said VH1000 Oaks, LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 14 day of May, 2019.

VH1000 Oaks, LLC
By: VH Holdings, LLC, its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

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

Personally came before me this 14 day of May, 20__, Chris Ehlers the Authorized Signatory of VH Holdings, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

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

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

CONSENT OF MORTGAGEE

The undersigned McFarland State Bank, being a mortgagee of certain of the 1000 Oaks Replat No. 1 Lots and Existing Lots, as those terms are defined in the Third Amendment to Declaration of Protective Covenants, to which this Consent is attached, hereby consents to the foregoing Third Amendment to Declaration of Protective Covenants.

Dated at Madison, Wisconsin this 10th day of May, 2019.

MCFARLAND STATE BANK

By: _____

Print Name: Lukas W Trow

Print Title: AVP Commercial Lending

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 10th day of May, 2019, the above named Lukas W Trow, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

KRISTINA ANDERSON NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 8/21/2020

CONSENT OF MORTGAGEE

The undersigned First Business Bank, being a mortgagee of certain of the 1000 Oaks Replat No. 2 Lots, as those terms are defined in the Third Amendment to Declaration of Protective Covenants, to which this Consent is attached, hereby consents to the foregoing Third Amendment to Declaration of Protective Covenants.

Dated at Madison, Wisconsin this 10th day of May, 2019.

FIRST BUSINESS BANK

By: _____

Print Name: Brian E. Hagen

Print Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 10th day of MAY, 2019, the above named BRIAN E. HAGEN, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

LISA ALLEN NOTARY PUBLIC STATE OF WISCONSIN

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

Exhibit "A"

Lots 14-152, 162-252 and Outlots 2-3 and 9-10, First Addition to 1000 Oaks, City of Madison, Dane County, Wisconsin

Lots 282-290, 1000 Oaks Replat No. 1, City of Madison, Dane County, Wisconsin

Lots 291-327 and Outlots 12-17, 1000 Oaks Replat No. 2, City of Madison, Dane County, Wisconsin

Exhibit "B"

Prefix 251/

LOT #	PARCEL NUMBER	STREET ADDRESS	PLAT
14	0708 - 283 - 0502 - 3	602 GINGERGRASS WAY	1ST ADDITION
15	0708 - 283 - 0503 - 1	606 GINGERGRASS WAY	1ST ADDITION
16	0708 - 283 - 0504 - 9	610 GINGERGRASS WAY	1ST ADDITION
17	0708 - 283 - 0505 - 7	704 GINGERGRASS WAY	1ST ADDITION
18	0708 - 283 - 0506 - 5	708 GINGERGRASS WAY	1ST ADDITION
19	0708 - 283 - 0507 - 3	712 GINGERGRASS WAY	1ST ADDITION
20	0708 - 283 - 0508 - 1	716 GINGERGRASS WAY	1ST ADDITION
21	0708 - 283 - 0509 - 9	720 GINGERGRASS WAY	1ST ADDITION
22	0708 - 283 - 0510 - 6	9804 SUNNY SPRING DR	1ST ADDITION
23	0708 - 283 - 0511 - 4	9808 SUNNY SPRING DR	1ST ADDITION
24	0708 - 283 - 0512 - 2	9812 SUNNY SPRING DR	1ST ADDITION
25	0708 - 283 - 0513 - 0	729 CRIMSON LEAF LN	1ST ADDITION
26	0708 - 283 - 0514 - 8	725 CRIMSON LEAF LN	1ST ADDITION
27	0708 - 283 - 0515 - 6	721 CRIMSON LEAF LN	1ST ADDITION
28	0708 - 283 - 0516 - 4	717 CRIMSON LEAF LN	1ST ADDITION
29	0708 - 283 - 0517 - 2	713 CRIMSON LEAF LN	1ST ADDITION
30	0708 - 283 - 0518 - 0	709 CRIMSON LEAF LN	1ST ADDITION
31	0708 - 283 - 0601 - 3	9763 WATTS RD	1ST ADDITION
32	0708 - 283 - 0602 - 1	9761 WATTS RD	1ST ADDITION
33	0708 - 283 - 0603 - 9	9757 WATTS RD	1ST ADDITION
34	0708 - 283 - 0604 - 7	9755 WATTS RD	1ST ADDITION
35	0708 - 283 - 0605 - 5	9751 WATTS RD	1ST ADDITION
36	0708 - 283 - 0606 - 3	9749 WATTS RD	1ST ADDITION
37	0708 - 283 - 0607 - 1	9745 WATTS RD	1ST ADDITION
38	0708 - 283 - 0608 - 9	9743 WATTS RD	1ST ADDITION
39	0708 - 283 - 0609 - 7	9739 WATTS RD	1ST ADDITION
40	0708 - 283 - 0610 - 4	9737 WATTS RD	1ST ADDITION
41	0708 - 283 - 0611 - 2	9733 WATTS RD	1ST ADDITION
42	0708 - 283 - 0612 - 0	9731 WATTS RD	1ST ADDITION
43	0708 - 283 - 0613 - 8	9727 WATTS RD	1ST ADDITION
44	0708 - 283 - 0614 - 6	9725 WATTS RD	1ST ADDITION
45	0708 - 283 - 0615 - 4	9721 WATTS RD	1ST ADDITION
46	0708 - 283 - 0616 - 2	9719 WATTS RD	1ST ADDITION
47	0708 - 283 - 0617 - 0	9715 WATTS RD	1ST ADDITION
48	0708 - 283 - 0618 - 8	9713 WATTS RD	1ST ADDITION
49	0708 - 283 - 0619 - 6	9709 WATTS RD	1ST ADDITION
50	0708 - 283 - 0620 - 3	9707 WATTS RD	1ST ADDITION
51	0708 - 283 - 0621 - 1	9703 WATTS RD	1ST ADDITION
52	0708 - 283 - 0622 - 9	9701 WATTS RD	1ST ADDITION
53	0708 - 283 - 0713 - 6	9702 GILDED CIDER BLVD	1ST ADDITION
54	0708 - 283 - 0712 - 8	9706 GILDED CIDER BLVD	1ST ADDITION
55	0708 - 283 - 0711 - 0	9710 GILDED CIDER BLVD	1ST ADDITION
56	0708 - 283 - 0710 - 2	9714 GILDED CIDER BLVD	1ST ADDITION
57	0708 - 283 - 0709 - 5	9718 GILDED CIDER BLVD	1ST ADDITION
58	0708 - 283 - 0708 - 7	9722 GILDED CIDER BLVD	1ST ADDITION
59	0708 - 283 - 0707 - 9	9726 GILDED CIDER BLVD	1ST ADDITION
60	0708 - 283 - 0706 - 1	9730 GILDED CIDER BLVD	1ST ADDITION
61	0708 - 283 - 0705 - 3	9734 GILDED CIDER BLVD	1ST ADDITION
62	0708 - 283 - 0704 - 5	9738 GILDED CIDER BLVD	1ST ADDITION
63	0708 - 283 - 0703 - 7	9742 GILDED CIDER BLVD	1ST ADDITION
64	0708 - 283 - 0702 - 9	9746 GILDED CIDER BLVD	1ST ADDITION
65	0708 - 283 - 0701 - 1	9750 GILDED CIDER BLVD	1ST ADDITION
66	0708 - 283 - 0901 - 7	703 GINGERGRASS WAY	1ST ADDITION
67	0708 - 283 - 0902 - 5	9731 GILDED CIDER BLVD	1ST ADDITION
68	0708 - 283 - 0903 - 3	9727 GILDED CIDER BLVD	1ST ADDITION
69	0708 - 283 - 0904 - 1	9723 GILDED CIDER BLVD	1ST ADDITION
70	0708 - 283 - 0905 - 9	9719 GILDED CIDER BLVD	1ST ADDITION
71	0708 - 283 - 0906 - 7	9715 GILDED CIDER BLVD	1ST ADDITION
72	0708 - 283 - 0907 - 5	9711 GILDED CIDER BLVD	1ST ADDITION
73	0708 - 283 - 0908 - 3	704 QUIET POND DR	1ST ADDITION
74	0708 - 283 - 0909 - 1	708 QUIET POND DR	1ST ADDITION
75	0708 - 283 - 0910 - 8	712 QUIET POND DR	1ST ADDITION
76	0708 - 283 - 0911 - 6	9708 SWEET AUTUMN DR	1ST ADDITION
77	0708 - 283 - 0912 - 4	9712 SWEET AUTUMN DR	1ST ADDITION
78	0708 - 283 - 0913 - 2	9716 SWEET AUTUMN DR	1ST ADDITION
79	0708 - 283 - 0914 - 0	9720 SWEET AUTUMN DR	1ST ADDITION
80	0708 - 283 - 0915 - 8	9724 SWEET AUTUMN DR	1ST ADDITION
81	0708 - 283 - 0916 - 6	9728 SWEET AUTUMN DR	1ST ADDITION
82	0708 - 283 - 0917 - 4	711 GINGERGRASS WAY	1ST ADDITION
83	0708 - 283 - 0918 - 2	707 GINGERGRASS WAY	1ST ADDITION
84	0708 - 283 - 1001 - 4	719 GINGERGRASS WAY	1ST ADDITION
85	0708 - 283 - 1002 - 2	9725 SWEET AUTUMN DR	1ST ADDITION
86	0708 - 283 - 1003 - 0	9721 SWEET AUTUMN DR	1ST ADDITION
87	0708 - 283 - 1004 - 8	9717 SWEET AUTUMN DR	1ST ADDITION
88	0708 - 283 - 1005 - 6	9713 SWEET AUTUMN DR	1ST ADDITION
89	0708 - 283 - 1006 - 4	9709 SWEET AUTUMN DR	1ST ADDITION
90	0708 - 283 - 1007 - 2	716 QUIET POND DR	1ST ADDITION
91	0708 - 283 - 1008 - 0	720 QUIET POND DR	1ST ADDITION
92	0708 - 283 - 1009 - 8	724 QUIET POND DR	1ST ADDITION
93	0708 - 283 - 1010 - 5	9710 SUNNY SPRING DR	1ST ADDITION
94	0708 - 283 - 1011 - 3	9714 SUNNY SPRING DR	1ST ADDITION
95	0708 - 283 - 1012 - 1	9718 SUNNY SPRING DR	1ST ADDITION
96	0708 - 283 - 1013 - 9	9722 SUNNY SPRING DR	1ST ADDITION
97	0708 - 283 - 1014 - 7	9726 SUNNY SPRING DR	1ST ADDITION
98	0708 - 283 - 1015 - 5	727 GINGERGRASS WAY	1ST ADDITION
99	0708 - 283 - 1016 - 3	723 GINGERGRASS WAY	1ST ADDITION
100	0708 - 283 - 1201 - 0	717 QUIET POND DR	1ST ADDITION
101	0708 - 283 - 1202 - 8	9631 SWEET AUTUMN DR	1ST ADDITION
102	0708 - 283 - 1203 - 6	9627SWEET AUTUMN DR	1ST ADDITION
103	0708 - 283 - 1204 - 4	9623 SWEET AUTUMN DR	1ST ADDITION
104	0708 - 283 - 1205 - 2	9619 SWEET AUTUMN DR	1ST ADDITION
105	0708 - 283 - 1206 - 0	9615 SWEET AUTUMN DR	1ST ADDITION
106	0708 - 283 - 1207 - 8	9609 SWEET AUTUMN DR	1ST ADDITION
107	0708 - 283 - 1208 - 6	704 COZY NEST DR	1ST ADDITION
108	0708 - 283 - 1209 - 4	710 COZY NEST DR	1ST ADDITION
109	0708 - 283 - 1210 - 1	9604 SUNNY SPRING DR	1ST ADDITION
110	0708 - 283 - 1211 - 9	9608 SUNNY SPRING DR	1ST ADDITION
111	0708 - 283 - 1212 - 7	9612 SUNNY SPRING DR	1ST ADDITION
112	0708 - 283 - 1213 - 5	9616 SUNNY SPRING DR	1ST ADDITION
113	0708 - 283 - 1214 - 3	9620 SUNNY SPRING DR	1ST ADDITION
114	0708 - 283 - 1215 - 1	725 QUIET POND DR	1ST ADDITION
115	0708 - 283 - 1216 - 9	721 QUIET POND DR	1ST ADDITION
116	0708 - 283 - 1102 - 0	701 QUIET POND DR	1ST ADDITION
117	0708 - 283 - 1103 - 8	705 QUIET POND DR	1ST ADDITION
118	0708 - 283 - 1104 - 6	709 QUIET POND DR	1ST ADDITION
119	0708 - 283 - 1105 - 4	713 QUIET POND DR	1ST ADDITION
120	0708 - 283 - 1106 - 2	9634 SWEET AUTUMN DR	1ST ADDITION
121	0708 - 283 - 1107 - 0	9630 SWEET AUTUMN DR	1ST ADDITION
122	0708 - 283 - 1108 - 8	9626 SWEET AUTUMN DR	1ST ADDITION
123	0708 - 283 - 1109 - 6	9622 SWEET AUTUMN DR	1ST ADDITION
124	0708 - 283 - 1110 - 3	9618 SWEET AUTUMN DR	1ST ADDITION
125	0708 - 283 - 1111 - 1	9614 SWEET AUTUMN DR	1ST ADDITION
126	0708 - 283 - 1112 - 9	9610 SWEET AUTUMN DR	1ST ADDITION
127	0708 - 283 - 1113 - 7	9606 SWEET AUTUMN DR	1ST ADDITION
128	0708 - 283 - 1114 - 5	9602 SWEET AUTUMN DR	1ST ADDITION
129	0708 - 283 - 1115 - 3	701 COZY NEST DR	1ST ADDITION
130	0708 - 283 - 1116 - 1	705 COZY NEST DR	1ST ADDITION
131	0708 - 283 - 1117 - 9	709 COZY NEST DR	1ST ADDITION
132	0708 - 283 - 1118 - 7	713 COZY NEST DR	1ST ADDITION
133	0708 - 283 1421 - 4	9503 SUNNY SPRING DR	1ST ADDITION
134	0708 - 283 - 1420 - 6	9507 SUNNY SPRING DR	1ST ADDITION
135	0708 - 283 - 1419 - 9	9601 SUNNY SPRING DR	1ST ADDITION
136	0708 - 283 - 1418 - 1	9605 SUNNY SPRING DR	1ST ADDITION
137	0708 - 283 - 1417 - 3	9609 SUNNY SPRING DR	1ST ADDITION
138	0708 - 283 - 1416 - 5	9613 SUNNY SPRING DR	1ST ADDITION
139	0708 - 283 - 1415 - 7	9617 SUNNY SPRING DR	1ST ADDITION
140	0708 - 283 - 1414 - 9	9621 SUNNY SPRING DR	1ST ADDITION
141	0708 - 283 - 1413 - 1	9625 SUNNY SPRING DR	1ST ADDITION
142	0708 - 283 - 1412 - 3	9629 SUNNY SPRING DR	1ST ADDITION
143	0708 - 283 - 1411 - 5	9703 SUNNY SPRING DR	1ST ADDITION

LOT #	PARCEL NUMBER	STREET ADDRESS	PLAT
144	0708 - 283 - 1410 - 7	9707 SUNNY SPRING DR	1ST ADDITION
145	0708 - 283 - 1409 - 0	9711 SUNNY SPRING DR	1ST ADDITION
146	0708 - 283 - 1407 - 4	9801 SUNNY SPRING DR	1ST ADDITION
147	0708 - 283 - 1406 - 6	9805 SUNNY SPRING DR	1ST ADDITION
148	0708 - 283 - 1405 - 8	9809 SUNNY SPRING DR	1ST ADDITION
149	0708 - 283 - 1404 - 0	9813 SUNNY SPRING DR	1ST ADDITION
150	0708 - 283 - 1403 - 2	9817 SUNNY SPRING DR	1ST ADDITION
151	0708 - 283 - 1402 - 4	9821 SUNNY SPRING DR	1ST ADDITION
152	0708 - 283 - 1401 - 6	9825 SUNNY SPRING DR	1ST ADDITION
162	0708 - 283 - 1440 - 4	9724 TAWNY ACORN DR	1ST ADDITION
163	0708 - 283 - 1439 - 7	9720 TAWNY ACORN DR	1ST ADDITION
164	0708 - 283 - 1438 - 9	9716 TAWNY ACORN DR	1ST ADDITION
165	0708 - 283 - 1437 - 1	9712 TAWNY ACORN DR	1ST ADDITION
166	0708 - 283 - 1436 - 3	9708 TAWNY ACORN DR	1ST ADDITION
167	0708 - 283 - 1435 - 5	9704 TAWNY ACORN DR	1ST ADDITION
168	0708 - 283 - 1434 - 7	9646 TAWNY ACORN DR	1ST ADDITION
169	0708 - 283 - 1433 - 9	9642 TAWNY ACORN DR	1ST ADDITION
170	0708 - 283 - 1432 - 1	9638 TAWNY ACORN DR	1ST ADDITION
171	0708 - 283 - 1431 - 3	9634 TAWNY ACORN DR	1ST ADDITION
172	0708 - 283 - 1430 - 5	9630 TAWNY ACORN DR	1ST ADDITION
173	0708 - 283 - 1429 - 8	9626 TAWNY ACORN DR	1ST ADDITION
174	0708 - 283 - 1428 - 0	9622 TAWNY ACORN DR	1ST ADDITION
175	0708 - 283 - 1427 - 2	9618 TAWNY ACORN DR	1ST ADDITION
176	0708 - 283 - 1426 - 4	9614 TAWNY ACORN DR	1ST ADDITION
177	0708 - 283 - 1425 - 6	9610 TAWNY ACORN DR	1ST ADDITION
178	0708 - 283 - 1424 - 8	9606 TAWNY ACORN DR	1ST ADDITION
179	0708 - 283 - 1423 - 0	9602 TAWNY ACORN DR	1ST ADDITION
180	0708 - 283 - 1808 - 4	9609 TAWNY ACORN DR	1ST ADDITION
		904 QUAKING ASPEN RD	1ST ADDITION
181	0708 - 283 - 1809 - 2	9602 SUMMER WILLOW LN	1ST ADDITION
		908 QUAKING ASPEN RD	1ST ADDITION
182	0708 - 283 - 1810 - 9	9606 SUMMER WILLOW LN	1ST ADDITION
183	0708 - 283 - 1811 - 7	9610 SUMMER WILLOW LN	1ST ADDITION
184	0708 - 283 - 1812 - 5	9614 SUMMER WILLOW LN	1ST ADDITION
185	0708 - 283 - 1813 - 3	9618 SUMMER WILLOW LN	1ST ADDITION
186	0708 - 283 - 1814 - 1	9622 SUMMER WILLOW LN	1ST ADDITION
187	0708 - 283 - 1815 - 9	9626 SUMMER WILLOW LN	1ST ADDITION
188	0708 - 283 - 1816 - 7	909 CHERRY BARK RD	1ST ADDITION
		9630 SUMMER WILLOW LN	1ST ADDITION
189	0708 - 283 - 1817 - 5	905 CHERRY BARK RD	1ST ADDITION
190	0708 - 283 - 1801 - 8	901 CHERRY BARK RD	1ST ADDITION
		9645 TAWNY ACORN DR	1ST ADDITION
191	0708 - 283 - 1802 - 6	9639 TAWNY ACORN DR	1ST ADDITION
192	0708 - 283 - 1803 - 4	9633 TAWNY ACORN DR	1ST ADDITION
193	0708 - 283 - 1804 - 2	9629 TAWNY ACORN DR	1ST ADDITION
194	0708 - 283 - 1805 - 0	9623 TAWNY ACORN DR	1ST ADDITION
195	0708 - 283 - 1806 - 8	9619 TAWNY ACORN DR	1ST ADDITION
196	0708 - 283 - 1807 - 6	9615 TAWNY ACORN DR	1ST ADDITION
197	0708 - 283 - 1907 - 4	9603 SUMMER WILLOW LN	1ST ADDITION
		916 QUAKING ASPEN RD	1ST ADDITION
198	0708 - 283 - 1908 - 2	9606 WINTER BASIL DR	1ST ADDITION
		920 QUAKING ASPEN RD	1ST ADDITION
199	0708 - 283 - 1909 - 0	9610 WINTER BASIL DR	1ST ADDITION
200	0708 - 283 - 1910 - 7	9614 WINTER BASIL DR	1ST ADDITION
201	0708 - 283 - 1911 - 5	9618 WINTER BASIL DR	1ST ADDITION
202	0708 - 283 - 1912 - 3	9624 WINTER BASIL DR	1ST ADDITION
203	0708 - 283 - 1913 - 1	9628 WINTER BASIL DR	1ST ADDITION
204	0708 - 283 - 1914 - 9	9632 WINTER BASIL DR	1ST ADDITION
		921 CHERRY BARK RD	1ST ADDITION
205	0708 - 283 - 1901 - 6	9627 SUMMER WILLOW LN	1ST ADDITION
		917 CHERRY BARK RD	1ST ADDITION
206	0708 - 283 - 1902 - 4	9623 SUMMER WILLOW LN	1ST ADDITION
207	0708 - 283 - 1903 - 2	9619 SUMMER WILLOW LN	1ST ADDITION
208	0708 - 283 - 1904 - 0	9615 SUMMER WILLOW LN	1ST ADDITION
209	0708 - 283 - 1905 - 8	9611 SUMMER WILLOW LN	1ST ADDITION
210	0708 - 283 - 1906 - 6	9607 SUMMER WILLOW LN	1ST ADDITION
211	0708 - 283 - 1702 - 8	902 CHERRY BARK RD	1ST ADDITION
		9703 TAWNY ACORN DR	1ST ADDITION
212	0708 - 283 - 1703 - 6	906 CHERRY BARK RD	1ST ADDITION
213	0708 - 283 - 1704 - 4	910 CHERRY BARK RD	1ST ADDITION
214	0708 - 283 - 1705 - 2	914 CHERRY BARK RD	1ST ADDITION
215	0708 - 283 - 1706 - 0	918 CHERRY BARK RD	1ST ADDITION
216	0708 - 283 - 1707 - 8	922 CHERRY BARK RD	1ST ADDITION
		9706 WINTER BASIL DR	1ST ADDITION
217	0708 - 283 - 1708 - 6	9722 WINTER BASIL DR	1ST ADDITION
218	0708 - 283 - 1709 - 4	9726 WINTER BASIL DR	1ST ADDITION
219	0708 - 283 - 1710 - 1	9730 WINTER BASIL DR	1ST ADDITION
220	0708 - 283 - 1711 - 9	9736 WINTER BASIL DR	1ST ADDITION
221	0708 - 283 - 1701 - 0	9740 WINTER BASIL DR	1ST ADDITION
		9707 TAWNY ACORN DR	1ST ADDITION
222	0708 - 283 - 1641 - 8	903 QUAKING ASPEN RD	1ST ADDITION
223	0708 - 283 - 1640 - 0	907 QUAKING ASPEN RD	1ST ADDITION
224	0708 - 283 - 1639 - 3	911 QUAKING ASPEN RD	1ST ADDITION
225	0708 - 283 - 1638 - 5	915 QUAKING ASPEN RD	1ST ADDITION
226	0708 - 283 - 1637 - 7	919 QUAKING ASPEN RD	1ST ADDITION
227	0708 - 283 - 1636 - 9	923 QUAKING ASPEN RD	1ST ADDITION
228	0708 - 283 - 1635 - 1	927 QUAKING ASPEN RD	1ST ADDITION
229	0708 - 283 - 1633 - 5	9601 WINTER BASIL DR	1ST ADDITION
230	0708 - 283 - 1632 - 7	9605 WINTER BASIL DR	1ST ADDITION
231	0708 - 283 - 1631 - 9	9609 WINTER BASIL DR	1ST ADDITION
232	0708 - 283 - 1630 - 1	9613 WINTER BASIL DR	1ST ADDITION
233	0708 - 283 - 1629 - 4	9617 WINTER BASIL DR	1ST ADDITION
234	0708 - 283 - 1628 - 6	9621 WINTER BASIL DR	1ST ADDITION
235	0708 - 283 - 1627 - 8	9625 WINTER BASIL DR	1ST ADDITION
236	0708 - 283 - 1626 - 0	9629 WINTER BASIL DR	1ST ADDITION
237	0708 - 283 - 1625 - 2	9633 WINTER BASIL DR	1ST ADDITION
238	0708 - 283 - 1624 - 4	9637 WINTER BASIL DR	1ST ADDITION
239	0708 - 283 - 1623 - 6	9703 WINTER BASIL DR	1ST ADDITION
240	0708 - 283 - 1622 - 8	9707 WINTER BASIL DR	1ST ADDITION
241	0708 - 283 - 1621 - 0	9711 WINTER BASIL DR	1ST ADDITION
242	0708 - 283 - 1620 - 2	9715 WINTER BASIL DR	1ST ADDITION
243	0708 - 283 - 1619 - 5	9719 WINTER BASIL DR	1ST ADDITION
244	0708 - 283 - 1618 - 7	9723 WINTER BASIL DR	1ST ADDITION
245	0708 - 283 - 1617 - 9	9727 WINTER BASIL DR	1ST ADDITION
246	0708 - 283 - 1616 - 1	9731 WINTER BASIL DR	1ST ADDITION
247	0708 - 283 - 1615 - 3	9735 WINTER BASIL DR	1ST ADDITION
248	0708 - 283 - 1614 - 5	9739 WINTER BASIL DR	1ST ADDITION
249	0708 - 283 - 1613 - 7	9743 WINTER BASIL DR	1ST ADDITION
250	0708 - 283 - 1612 - 9	9747 WINTER BASIL DR	1ST ADDITION
		9717 TAWNY ACORN DR	1ST ADDITION
251	0708 - 283 - 1611 - 1	9721 TAWNY ACORN DR	1ST ADDITION
252	0708 - 283 - 1610 - 3	9725 TAWNY ACORN DR	1ST ADDITION
282	708 - 283 - 2101 - 1	702 CRIMSON LEAF LN	REPLAT NO. 1
283	708 - 283 - 2102 - 9	704 CRIMSON LEAF LN	REPLAT NO. 1
284	708 - 283 - 2103 - 7	708 CRIMSON LEAF LN	REPLAT NO. 1
285	708 - 283 - 2104 - 5	712 CRIMSON LEAF LN	REPLAT NO. 1
286	708 - 283 - 2105 - 3	716 CRIMSON LEAF LN	REPLAT NO. 1
287	708 - 283 - 2106 - 1	720 CRIMSON LEAF LN	REPLAT NO. 1
288	708 - 283 - 2107 - 9	724 CRIMSON LEAF LN	REPLAT NO. 1
289	708 - 283 - 2108 - 7	728 CRIMSON LEAF LN	REPLAT NO. 1
290	708 - 283 - 2109 - 5	732 CRIMSON LEAF LN	REPLAT NO. 1
		9902 GARDEN LILY WAY	
291	0708 - 283 - 1601 - 2	939 SUGAR MAPLE LN	REPLAT NO. 2
292	0708 - 283 - 1602 - 0	935 SUGAR MAPLE LN	REPLAT NO. 2
293	0708 - 283 - 1603 - 8	931 SUGAR MAPLE LN	REPLAT NO. 2
294	0708 - 283 - 1604 - 6	927 SUGAR MAPLE LN	REPLAT NO. 2
295	0708 - 283 - 1605 - 4	923 SUGAR MAPLE LN	REPLAT NO. 2
296	0708 - 283 - 1606 - 2	919 SUGAR MAPLE LN	REPLAT NO. 2
297	0708 - 283 - 1607 - 0	915 SUGAR MAPLE LN	REPLAT NO. 2
298	0708 - 283 - 1608 - 8	911 SUGAR MAPLE LN	REPLAT NO. 2
299	0708 - 283 - 1609 - 6	9729 TAWNY ACORN DR	REPLAT NO. 2
		905 SUGAR MAPLE LN	

LOT #	PARCEL NUMBER	STREET ADDRESS	PLAT
300	0708 - 283 - 1441 - 2	9728 TAWNY ACORN DR	REPLAT NO. 2
301	0708 - 283 - 1450 - 3	871 SUGAR MAPLE LN 9734 TAWNY ACORN DR	REPLAT NO. 2
302	0708 - 283 - 1451 - 1	867 SUGAR MAPLE LN	REPLAT NO. 2
303	0708 - 283 - 1452 - 9	863 SUGAR MAPLE LN	REPLAT NO. 2
304	0708 - 283 - 1453 - 7	859 SUGAR MAPLE LN	REPLAT NO. 2
305	0708 - 283 - 1454 - 5	855 SUGAR MAPLE LN	REPLAT NO. 2
306	0708 - 283 - 1455 - 3	851 SUGAR MAPLE LN	REPLAT NO. 2
307	0708 - 283 - 1456 - 1	847 SUGAR MAPLE LN	REPLAT NO. 2
308	0708 - 283 - 1457 - 9	9839 SUNNY SPRING DR 843 SUGAR MAPLE LN	REPLAT NO. 2
309	0708 - 283 - 1458 - 7	9835 SUNNY SPRING DR	REPLAT NO. 2
310	0708 - 283 - 1459 - 5	9831 SUNNY SPRING DR	REPLAT NO. 2
311	0708 - 283 - 1309 - 2	848 SUGAR MAPLE LN	REPLAT NO. 2
312	0708 - 283 - 1310 - 9	852 SUGAR MAPLE LN	REPLAT NO. 2
313	0708 - 283 - 0128 - 7	9917 SWEET WILLOW PASS	REPLAT NO. 2
314	0708 - 283 - 0127 - 9	9913 SWEET WILLOW PASS	REPLAT NO. 2
315	0708 - 283 - 0126 - 1	9909 SWEET WILLOW PASS	REPLAT NO. 2
316	0708 - 283 - 0125 - 3	9905 SWEET WILLOW PASS	REPLAT NO. 2
317	0708 - 283 - 0124 - 5	9901 SWEET WILLOW PASS 864 SUGAR MAPLE LN	REPLAT NO. 2
318	0708 - 283 - 0123 - 7	868 SUGAR MAPLE LN	REPLAT NO. 2
319	0708 - 283 - 0122 - 9	872 SUGAR MAPLE LN	REPLAT NO. 2
320	0708 - 283 - 0121 - 1	876 SUGAR MAPLE LN	REPLAT NO. 2
321	0708 - 283 - 0112 - 0	904 SUGAR MAPLE LN	REPLAT NO. 2
322	0708 - 283 - 0113 - 8	908 SUGAR MAPLE LN	REPLAT NO. 2
323	0708 - 283 - 0114 - 6	912 SUGAR MAPLE LN	REPLAT NO. 2
324	0708 - 283 - 0115 - 4	916 SUGAR MAPLE LN	REPLAT NO. 2
325	0708 - 283 - 0116 - 2	920 SUGAR MAPLE LN	REPLAT NO. 2
326	0708 - 283 - 0117 - 0	928 SUGAR MAPLE LN	REPLAT NO. 2
327	0708 - 283 - 0118 - 8	932 SUGAR MAPLE LN	REPLAT NO. 2
OL 2	0708 - 283 - 0410 - 8	9824 SUNNY SPRING DR Dedicated as Stormwater	REPLAT NO. 2
OL 3	0708 - 283 - 0501 - 5	701 CRIMSON LEAF LN Dedicated as Stormwater	1ST ADDITION
OL 4	NO PARCEL NUMBER	Dedicated as Alley ROW	1ST ADDITION
OL 5	0708 - 283 - 0801 - 9	650 QUIET POND DR Dedicated as Stormwater	1ST ADDITION
OL 6	0708 - 283 - 1101 - 2	649 QUIET POND DR Dedicated as Stormwater	1ST ADDITION
OL 7	0708 - 283 - 1422 - 2	840 SOUTH POINT RD Thousand Oaks Park	1ST ADDITION
OL 8	0708 - 283 - 1408 - 2	9725 SUNNY SPRING DR Thousand Oaks Park	1ST ADDITION
OL 9	0708 - 283 - 1501 - 4	9627 TAWNY ACORN DR Private Open Space	1ST ADDITION
OL 10	0708 - 283 - 1634 - 3	931 QUAKING ASPEN RD Private Open Space	1ST ADDITION
OL 12	0708 - 283 - 0413 - 2	9826 SUNNY SPRING DR Dedicated as Stormwater	REPLAT NO. 2
OL 13	0708 - 283 - 0414 - 0	835 SUGAR MAPLE LN Future Development	REPLAT NO. 2
OL 14	0708 - 283 - 1308 - 4	844 SUGAR MAPLE LN Future Development	REPLAT NO. 2
OL 15	0708 - 283 - 1311 - 7	9914 SWEET WILLOW PASS Future Development	REPLAT NO. 2
OL 16	0708 - 283 - 0129 - 5	9921 SWEET WILLOW PASS Future Development	REPLAT NO. 2
OL 17	0708 - 283 - 0119 - 6	936 SUGAR MAPLE LN Dedicated as Stormwater	REPLAT NO. 2

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
31-52 (First Addition)	300	425
14-152 (First Addition), 282-290 (Replat No. 1), 291-327 (Replat No. 2)	350	500

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5460439
12/18/2018 10:50 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 11

Second Amendment to
FIRST ADDITION TO 1000 OAKS
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

(RE: THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE)

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Second Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for First Addition to 1000 Oaks, dated November 11, 2016, recorded November 30, 2016 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5288296, amended by a First Amendment dated October 25, 2017, recorded October 30, 2017 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5368104 (collectively the "**Declaration**"). This Amendment is made by VH1000 Oaks, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "**Declarant**") and/or its successors and assigns. Declarant hereby amends the Declaration as follows:

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

2) **Phase 5 Subject to Declaration.**

a) Section A-1(A) of the Declaration is modified to provide that the entirety of Phase5, Lots 17-24, 66-72, 76-89, 98-99 and 146-152 are made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

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

a) The first sentence of Section B-2(A) is modified to read as follows: "Lots 14-24 and 53-152 shall be used for single family residential purposes." All other terms of Section B-2(A), shall remain unchanged.

b) Section B-2(K) is hereby deleted and replaced with the following: "The City requires that Declarant install a fence adjacent to the public park lands located on Outlot 8 and on Outlot 1 of CSM 13155 at the rear property lines of Lots 134-140, the east property line and a portion of the south property line of Lot 133, the west property line of Lot 145 and the east property line of Lot 146 to deter encroachments onto City property and that the fences shall be maintained in good condition by each Owner of such Lot in perpetuity. Lots 133, 134 and 140-152 will have a "Park Boundary from the City of Madison Parks Division" marker posted along the back property line adjacent to the public park to deter encroachments onto City property and shall be maintained in good condition by each Owner of such in Lot in perpetuity.

4) **Easements.**

a) Section B-7(H) is hereby deleted in its entirety.

b) Section B-7)I is hereby added with the following: **Temporary Construction Easement.** Each Lot which has been made subject to this Declaration (for the purposes of this paragraph each Lot described herein shall be referred to as the **"Primary Lot"**) is hereby made subject to a temporary, non-exclusive easement over, under, upon, across and through so much of the side yards of the Primary Lot as may be necessary for the safe and code compliant construction of a basement, including but not limited to footings, foundation and basement walls, on the adjoining Lot (the **"Adjoining Lot"**). The purpose of this Temporary Construction Easement is to permit Declarant to adequately slope and provide lateral support to the walls of the basement excavation in question so as to protect against cave-ins and loss of lateral support, and it shall be broadly construed to effectuate such purpose. This Temporary Construction Easement shall remain in effect for so long as it is needed to permit construction of the basement on the Adjoining Lot in a safe and code compliant manner. After completion, Declarant shall backfill the excavated area, compact such backfill in accordance with good construction practices, and restore the area affected by this easement to the condition existing immediately preceding the excavation, including replacement of sod, trees, shrubs and other landscaping, at no expense to the Owner of the Adjoining Lot (collectively **"Restoration"**). This Temporary Construction Easement shall, without further notice, terminate upon completion of said Restoration."

5) **Mailboxes and posts.** Section B-16 is hereby deleted it its entirety and replaced with the following: "Mailboxes and posts serving some homes in the neighborhood, whether individual or multi-gang, will be provided by Declarant at Declarant's sole cost and expense. Damaged or missing mailboxes and post shall be replaced with a mailbox and post identical in all respects with that originally provided, at the sole cost and expense of the Owner(s), however, the Owner should contact the United States Postal Service or City prior to replacement as regulations may have changed. Based on new, recently adopted requirements of the United States Postal Service, areas of this neighborhood will receive mail by using CBU's (cluster box units) instead of curb side mailboxes on newly constructed homesites. These new requirements will phase out curb side mailboxes nationwide solely at the Postal Service's discretion."

6) **Section B-19.** Section B-19 is hereby created and shall read as follows: **"Privacy Fences.** {Twin homesites 31-52 will have a 6' tall by 8' wide Ply Gem Stratford vinyl privacy fence installed by Declarant on each homesite near the patio. Owner will be responsible for maintenance, repair and replacement at Owner's expense.

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

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

[Signature pages follow.]

IN WITNESS WHEREOF, the said VH1000 Oaks, LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 17 day of December, 2018.

VH1000 Oaks, LLC
By: VH Holdings, LLC, its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 17 day of December, 2018, Chris Ehlers the Authorized Signatory of VH Holdings, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

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

CONSENT TO SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, McFarland State Bank hereby consents to the forgoing Second Amendment to Declaration of Conditions, Covenants and Restrictions for the plat of First Addition to 1000 Oaks. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 14 day of December, 2018

McFarland State Bank

By: James E. Walker, E.V.P.
James E. Walker, Executive Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 14 day of December, 2018, the above named James E. Walker, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Karen L Rivera
Notary Public Karen L Rivera
County of Dane, State of Wisconsin
My Commission Expires: 5/19/2021

KAREN L. RIVERA NOTARY PUBLIC STATE OF WISCONSIN

Exhibit "A"

Lots 17-24, 66-72, 76-89, 98-99, 148-152 and Outlot5, First Addition to 1000 Oaks, City of Madison, Dane County, Wisconsin

Exhibit "B"

LOT #	PARCEL NUMBER	STREET ADDRESS
14	0708 - 283 - 0502 - 3	602 GINGERGRASS WAY
15	0708 - 283 - 0503 - 1	606 GINGERGRASS WAY
16	0708 - 283 - 0504 - 9	610 GINGERGRASS WAY
17	0708 - 283 - 0505 - 7	704 GINERGRASS WAY
18	0708 - 283 - 0506 - 5	708 GINERGRASS WAY
19	0708 - 283 - 0507 - 3	712 GINERGRASS WAY
20	0708 - 283 - 0508 - 1	716 GINERGRASS WAY
21	0708 - 283 - 0509 - 9	720 GINERGRASS WAY
22	0708 - 283 - 0510 - 6	7804 SUNNY SPRING DR
		724 GINERGRASS WAY
23	0708 - 283 - 0511 - 4	9808 SUNNY SPRING DR
24	0708 - 283 - 0512 - 2	9812 SUNNY SPRING DR
31	0708 - 283 - 0601 - 3	9763 WATTS RD
32	0708 - 283 - 0602 - 1	9761 WATTS RD
33	0708 - 283 - 0603 - 9	9757 WATTS RD
34	0708 - 283 - 0604 - 7	9755 WATTS RD
35	0708 - 283 - 0605 - 5	9751 WATTS RD
36	0708 - 283 - 0606 - 3	9749 WATTS RD
37	0708 - 283 - 0607 - 1	9745 WATTS RD
38	0708 - 283 - 0608 - 9	9743 WATTS RD
39	0708 - 283 - 0609 - 7	9739 WATTS RD
40	0708 - 283 - 0610 - 4	9737 WATTS RD
41	0708 - 283 - 0611 - 2	9733 WATTS RD
42	0708 - 283 - 0612 - 0	9731 WATTS RD
43	0708 - 283 - 0613 - 8	9727 WATTS RD
44	0708 - 283 - 0614 - 6	9725 WATTS RD
45	0708 - 283 - 0615 - 4	9721 WATTS RD
46	0708 - 283 - 0616 - 2	9719 WATTS RD
47	0708 - 283 - 0617 - 0	9715 WATTS RD
48	0708 - 283 - 0618 - 8	9713 WATTS RD
49	0708 - 283 - 0619 - 6	9709 WATTS RD
50	0708 - 283 - 0620 - 3	9707 WATTS RD
51	0708 - 283 - 0621 - 1	9703 WATTS RD
52	0708 - 283 - 0622 - 9	9701 WATTS RD
53	0708 - 283 - 0713 - 6	9702 GILDED CIDER BLVD
54	0708 - 283 - 0712 - 8	9706 GILDED CIDER BLVD
55	0708 - 283 - 0711 - 0	9710 GILDED CIDER BLVD
56	0708 - 283 - 0710 - 2	9714 GILDED CIDER BLVD
57	0708 - 283 - 0709 - 5	9718 GILDED CIDER BLVD

58	0708 - 283 - 0708 - 7	9722 GILDED CIDER BLVD
59	0708 - 283 - 0707 - 9	9726 GILDED CIDER BLVD
60	0708 - 283 - 0706 - 1	9730 GILDED CIDER BLVD
61	0708 - 283 - 0705 - 3	9734 GILDED CIDER BLVD
62	0708 - 283 - 0704 - 5	9738 GILDED CIDER BLVD
63	0708 - 283 - 0703 - 7	9742 GILDED CIDER BLVD
64	0708 - 283 - 0702 - 9	9746 GILDED CIDER BLVD
65	0708 - 283 - 0701 - 1	9750 GILDED CIDER BLVD
66	0708 - 283 - 0901 - 7	703 GINGERGRASS WAY
		9735 GILDED CIDER BLVD
67	0708 - 283 - 0902 - 5	9731 GILDED CIDER BLVD
68	0708 - 283 - 0903 - 3	9727 GILDED CIDER BLVD
69	0708 - 283 - 0904 - 1	9723 GILDED CIDER BLVD
70	0708 - 283 - 0905 - 9	9719 GILDED CIDER BLVD
71	0708 - 283 - 0906 - 7	9715 GILDED CIDER BLVD
72	0708 - 283 - 0907 - 5	9711 GILDED CIDER BLVD
73	0708 - 283 - 0908 - 3	704 QUIET POND DR
		9707 GILDED CIDER BLVD
74	0708 - 283 - 0909 - 1	708 QUIET POND DR
75	0708 - 283 - 0910 - 8	712 QUIET POND DR
		9704 SWEET AUTUMN DR
76	0708 - 283 - 0911 - 6	9708 SWEET AUTUMN DR
77	0708 - 283 - 0912 - 4	9712 SWEET AUTUMN DR
78	0708 - 283 - 0913 - 2	9716 SWEET AUTUMN DR
79	0708 - 283 - 0914 - 0	9720 SWEET AUTUMN DR
80	0708 - 283 - 09015 - 8	9724 SWEET AUTUMN DR
81	0708 - 283 - 0916 - 6	9728 SWEET AUTUMN DR
82	0708 - 283 - 0917 - 4	711 GINGERGRASS WAY
		9732 SWEET AUTUMN DR
83	0708 - 283 - 0918 - 2	707 GINGERGRASS WAY
84	0708 - 283 - 1001 - 4	719 GINGERGRASS WAY
		9729 SWEET AUTUMN DR
85	0708 - 283 - 1002 - 2	9725 SWEET AUTUMN DR
86	0708 - 283 - 1003 - 0	9721 SWEET AUTUMN DR
87	0708 - 283 - 1004 - 8	9717 SWEET AUTUMN DR
88	0708 - 283 - 1005 - 6	9713 SWEET AUTUMN DR
89	0708 - 283 - 1006 - 4	9709 SWEET AUTUMN DR
90	0708 - 283 - 1007 - 2	716 QUIET POND DR
		9705 SWEET AUTUMN DR
91	0708 - 283 - 1008 - 0	720 QUIET POND DR
92	0708 - 283 - 1009 - 8	724 QUIET POND DR
		9706 SUNNY SPRING DR
93	0708 - 283 - 1010 - 5	9710 SUNNY SPRING DR

94	0708 - 283 - 1011 - 3	9714 SUNNY SPRING DR
95	0708 - 283 - 1012 - 1	9718 SUNNY SPRING DR
96	0708 - 283 - 1013 - 9	9722 SUNNY SPRING DR
97	0708 - 283 - 1014 - 7	9726 SUNNY SPRING DR
98	0708 - 283 - 1015 - 5	727 GINGERGRASS WAY
		9730 SUNNY SPRING DR
99	0708 - 283 - 1016 - 3	729 GINGERGRASS WAY
100	0708 - 283 - 1201 - 0	717 QUIET POND DR
		9635 SWEET AUTUMN DR
101	0708 - 283 - 1202 - 8	9631 SWEET AUTUMN DR
102	0708 - 283 - 1203 - 6	9627SWEET AUTUMN DR
103	0708 - 283 - 1204 - 4	9623 SWEET AUTUMN DR
104	0708 - 283 - 1205 - 2	9619 SWEET AUTUMN DR
105	0708 - 283 - 1206 - 0	9615 SWEET AUTUMN DR
106	0708 - 283 - 1207 - 8	9609 SWEET AUTUMN DR
107	0708 - 283 - 1208 - 6	704 COZY NEST DR
108	0708 - 283 - 1209 - 4	710 COZY NEST DR 9602 SUNNY SPRING DR
109	0708 - 283 - 1210 - 1	9604 SUNNY SPRING DR
110	0708 - 283 - 1211 - 9	9608 SUNNY SPRING DR
111	0708 - 283 - 1212 - 7	9612 SUNNY SPRING DR
112	0708 - 283 - 1213 - 5	9616 SUNNY SPRING DR
113	0708 - 283 - 1214 - 3	9620 SUNNY SPRING DR
114	0708 - 283 - 1215 - 1	725 QUIET POND DR 9624 SUNNY SPRING DR
115	0708 - 283 - 1216 - 9	721 QUIET POND DR
116	0708 - 283 - 1102 - 0	701 QUIET POND DR
117	0708 - 283 - 1103 - 8	705 QUIET POND DR
118	0708 - 283 - 1104 - 6	709 QUIET POND DR
119	0708 - 283 - 1105 - 4	713 QUIET POND DR
		9638 SWEET AUTUMN DR
120	0708 - 283 - 1106 - 2	9634 SWEET AUTUMN DR
121	0708 - 283 - 1107 - 0	9630 SWEET AUTUMN DR
122	0708 - 283 - 1108 - 8	9626 SWEET AUTUMN DR
123	0708 - 283 - 1109 - 6	9622 SWEET AUTUMN DR
124	0708 - 283 - 1110 - 3	9618 SWEET AUTUMN DR
125	0708 - 283 - 1111 - 1	9614 SWEET AUTUMN DR
126	0708 - 283 - 1112 - 9	9610 SWEET AUTUMN DR
127	0708 - 283 - 1113 - 7	9606 SWEET AUTUMN DR
128	0708 - 283 - 1114 - 5	9602 SWEET AUTUMN DR
129	0708 - 283 - 1115 - 3	701 COZY NEST DR
130	0708 - 283 - 1116 - 1	705 COZY NEST DR
131	0708 - 283 - 1117 - 9	709 COZY NEST DR

132	0708 - 283 - 1118 - 7	713 COZY NEST DR 9502 SUNNY SPRING DR
133	0708 - 283 - 1421 - 4	9503 SUNNY SPRING DR
134	0708 - 283 - 1420 - 6	9507 SUNNY SPRING DR
135	0708 - 283 - 1419 - 9	9601 SUNNY SPRING DR
136	0708 - 283 - 1418 - 1	9605 SUNNY SPRING DR
137	0708 - 283 - 1417 - 3	9609 SUNNY SPRING DR
138	0708 - 283 - 1416 - 5	9613 SUNNY SPRING DR
139	0708 - 283 - 1415 - 7	9617 SUNNY SPRING DR
140	0708 - 283 - 1414 - 9	9621 SUNNY SPRING DR
141	0708 - 283 - 1413 - 1	9625 SUNNY SPRING DR
142	0708 - 283 - 1412 - 3	9629 SUNNY SPRING DR
143	0708 - 283 - 1411 - 5	9703 SUNNY SPRING DR
144	0708 - 283 - 1410 - 7	9707 SUNNY SPRING DR
145	0708 - 283 - 1409 - 0	9711 SUNNY SPRING DR
146	0708 - 283 - 1407 - 4	9801 SUNNY SPRING DR
147	0708 - 283 - 1406 - 6	9805 SUNNY SPRING DR
148	0708 - 283 - 1405 - 8	9809 SUNNY SPRING DR
149	0708 - 283 - 1404 - 0	9813 SUNNY SPRING DR
150	0708 - 283 - 1403 - 2	9817 SUNNY SPRING DR
151	0708 - 283 - 1402 - 4	9821 SUNNY SPRING DR
152	0708 - 283 - 1401 - 6	9825 SUNNY SPRING DR
OL 4	NO PARCEL NUMBER	Dedicated as Alley ROW
OL 5	0708 - 283 - 0801 - 9	650 QUIET POND DR
		Dedicated as Stormwater
OL 6	0708 - 283 - 1101 - 2	649 QUIET POND DR
		Dedicated as Stormwater
OL 7	0708 - 283 - 1422 - 2	840 SOUTH POINT RD
		Thousand Oaks Park
OL 8	0708 - 283 - 1408 - 2	9725 SUNNY SPRING DR Thousand Oaks Park
OL 1 CSM 13155	0708 - 283 - 0104 - 7	850 SOUTH POINT RD

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
31-52	300	425
14-24, 53-152	350	500

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KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5368104
10/30/2017 12:24 PM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 9

Document No.

First Amendment to
FIRST ADDITION TO 1000 OAKS
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

(RE: THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO IN AND INCORPORATED HEREIN BY REFERENCE)

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the First Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for First Addition to 1000 Oaks, dated November 11, 2016, recorded November 30, 2016 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5288296 (the "**Declaration**"). This Amendment is made by VH1000 Oaks, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "**Declarant**") and/or its successors and assigns. Declarant hereby amends the Declaration as follows:

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

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

a) The first sentence of Section B-2(A) is modified to read as follows: "Lots 14-16, 31-65, 73-75, 90-97, 100-119 and 120-145 shall be used for single family residential purposes." All other terms of Section B-2(A), shall remain unchanged.

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

a) Section A-1(A) of the Declaration is modified to provide that the entirety of Phases 2, 3 and 4, Lots 14-16, 31-65, 73-75, 90-91, 100-107, and 115-130 are made subject to the terms of the Declaration. This Amendment shall be applicable to all Phases which are made subject to the Declaration.

4) **Easements.**

a) Section B-7(F) is hereby deleted in its entirety and replaced with the following: "There is a thirty foot (30') wide landscaping easement within the rear property line of lots 129-132 along South Point Road, as shown on the Plat. This landscaping easement shall be maintained by the Association."

b) Section B-7(H) is hereby added with the following: "There will be a Multi-User Mailbox Easement at the entrance to the alley at Gingergrass Way on lot 31 for the benefit of lots 31-41 and another Multi-User Mailbox Easement at the entrance to the alley at Quiet Pond Drive on lot 52 for the benefit of lots 42-52."

5) **Mailboxes and posts.** Section B-16 is hereby amended. The following will be added after the last sentence: "Mailboxes for the lots of 31-52 will feature a grouped mailbox located on (i) lot 31 for lots 31-41 at the entrance to the alley at Gingergrass Way; and (ii) lot 52 for lots 42-52 at the entrance to the alley at Quiet Pond Drive."

6) **Fences.** Section D-2 (A) (1) is hereby deleted in its entirety and replaced with the following: "1) Fencing must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, depicted in Exhibit "E" to the Declaration."

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

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

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

[Signature pages follow.]

IN WITNESS WHEREOF, the said VH1000 Oaks, LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 25 day of October, 2017.

VH1000 Oaks, LLC
By: VH Holdings, LLC, its Sole Member

By: _____
Jeffrey S. Rosenberg, Vice President

ACKNOWLEDGMENT

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

Personally came before me this 25 day of October, 2017, Jeff Rosenberg the Vice President of VH Holdings, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

Angie Christensen
Notary Public
Dane County, Wisconsin
My Commission Expires: October 25, 2017

CONSENT TO FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, McFarland State Bank hereby consents to the forgoing First Amendment to Declaration of Conditions, Covenants and Restrictions for the plat of First Addition to 1000 Oaks. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 24 day of October, 2017

McFarland State Bank

By: James E. Walker, E.V.P.
James E. Walker, Executive Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 24th day of October, 2017, the above named James E. Walker, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

BETH PELLETT NOTARY PUBLIC STATE OF WISCONSIN

Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 8-28-21

Exhibit "A"

Lots 14-16, 31-65, 73-75, 90-97, 100-145 and Outlot 1 of CSM 13155 and Outlots 4, 6-8, First Addition to 1000 Oaks, City of Madison, Dane County, Wisconsin

Exhibit "B"

LOT #	PARCEL NUMBER	STREET ADDRESS
14	0708 - 283 - 0502 - 3	602 GINGERGRASS WAY
15	0708 - 283 - 0503 - 1	606 GINGERGRASS WAY
16	0708 - 283 - 0504 - 9	610 GINGERGRASS WAY
31	0708 - 283 - 0601 - 3	9763 WATTS RD
32	0708 - 283 - 0602 - 1	9761 WATTS RD
33	0708 - 283 - 0603 - 9	9757 WATTS RD
34	0708 - 283 - 0604 - 7	9755 WATTS RD
35	0708 - 283 - 0605 - 5	9751 WATTS RD
36	0708 - 283 - 0606 - 3	9749 WATTS RD
37	0708 - 283 - 0607 - 1	9745 WATTS RD
38	0708 - 283 - 0608 - 9	9743 WATTS RD
39	0708 - 283 - 0609 - 7	9739 WATTS RD
40	0708 - 283 - 0610 - 4	9737 WATTS RD
41	0708 - 283 - 0611 - 2	9733 WATTS RD
42	0708 - 283 - 0612 - 0	9731 WATTS RD
43	0708 - 283 - 0613 - 8	9727 WATTS RD
44	0708 - 283 - 0614 - 6	9725 WATTS RD
45	0708 - 283 - 0615 - 4	9721 WATTS RD
46	0708 - 283 - 0616 - 2	9719 WATTS RD
47	0708 - 283 - 0617 - 0	9715 WATTS RD
48	0708 - 283 - 0618 - 8	9713 WATTS RD
49	0708 - 283 - 0619 - 6	9709 WATTS RD
50	0708 - 283 - 0620 - 3	9707 WATTS RD
51	0708 - 283 - 0621 - 1	9703 WATTS RD
52	0708 - 283 - 0622 - 9	9701 WATTS RD
53	0708 - 283 - 0713 - 6	9702 GILDED CIDER BLVD
54	0708 - 283 - 0712 - 8	9706 GILDED CIDER BLVD
55	0708 - 283 - 0711 - 0	9710 GILDED CIDER BLVD
56	0708 - 283 - 0710 - 2	9714 GILDED CIDER BLVD
57	0708 - 283 - 0709 - 5	9718 GILDED CIDER BLVD
58	0708 - 283 - 0708 - 7	9722 GILDED CIDER BLVD
59	0708 - 283 - 0707 - 9	9726 GILDED CIDER BLVD
60	0708 - 283 - 0706 - 1	9730 GILDED CIDER BLVD
61	0708 - 283 - 0705 - 3	9734 GILDED CIDER BLVD
62	0708 - 283 - 0704 - 5	9738 GILDED CIDER BLVD
63	0708 - 283 - 0703 - 7	9742 GILDED CIDER BLVD
64	0708 - 283 - 0702 - 9	9746 GILDED CIDER BLVD
65	0708 - 283 - 0701 - 1	9750 GILDED CIDER BLVD

73	0708 - 283 - 0908 - 3	704 QUIET POND DR
		9707 GILDED CIDER BLVD
74	0708 - 283 - 0909 - 1	708 QUIET POND DR
75	0708 - 283 - 0910 - 8	712 QUIET POND DR
		9704 SWEET AUTUMN DR
90	0708 - 283 - 1007 - 2	716 QUIET POND DR
		9705 SWEET AUTUMN DR
91	0708 - 283 - 1008 - 0	720 QUIET POND DR
92	0708 - 283 - 1009 - 8	724 QUIET POND DR
		9706 SUNNY SPRING DR
93	0708 - 283 - 1010 - 5	9710 SUNNY SPRING DR
94	0708 - 283 - 1011 - 3	9714 SUNNY SPRING DR
95	0708 - 283 - 1012 - 1	9718 SUNNY SPRING DR
96	0708 - 283 - 1013 - 9	9722 SUNNY SPRING DR
97	0708 - 283 - 1014 - 7	9726 SUNNY SPRING DR
100	0708 - 283 - 1201 - 0	717 QUIET POND DR
		9635 SWEET AUTUMN DR
101	0708 - 283 - 1202 - 8	9631 SWEET AUTUMN DR
102	0708 - 283 - 1203 - 6	9627SWEET AUTUMN DR
103	0708 - 283 - 1204 - 4	9623 SWEET AUTUMN DR
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106	0708 - 283 - 1207 - 8	9609 SWEET AUTUMN DR
107	0708 - 283 - 1208 - 6	704 COZY NEST DR
108	0708 - 283 - 1209 - 4	710 COZY NEST DR
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109	0708 - 283 - 1210 - 1	9604 SUNNY SPRING DR
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111	0708 - 283 - 1212 - 7	9612 SUNNY SPRING DR
112	0708 - 283 - 1213 - 5	9616 SUNNY SPRING DR
113	0708 - 283 - 1214 - 3	9620 SUNNY SPRING DR
114	0708 - 283 - 1215 - 1	725 QUIET POND DR
		9624 SUNNY SPRING DR
115	0708 - 283 - 1216 - 9	721 QUIET POND DR
116	0708 - 283 - 1102 - 0	701 QUIET POND DR
117	0708 - 283 - 1103 - 8	705 QUIET POND DR
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119	0708 - 283 - 1105 - 4	713 QUIET POND DR
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123	0708 - 283 - 1109 - 6	9622 SWEET AUTUMN DR
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127	0708 - 283 - 1113 - 7	9606 SWEET AUTUMN DR
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132	0708 - 283 - 1118 - 7	713 COZY NEST DR 9502 SUNNY SPRING DR
133	0708 - 283 - 1421 - 4	9503 SUNNY SPRING DR
134	0708 - 283 - 1420 - 6	9507 SUNNY SPRING DR
135	0708 - 283 - 1419 - 9	9601 SUNNY SPRING DR
136	0708 - 283 - 1418 - 1	9605 SUNNY SPRING DR
137	0708 - 283 - 1417 - 3	9609 SUNNY SPRING DR
138	0708 - 283 - 1416 - 5	9613 SUNNY SPRING DR
139	0708 - 283 - 1415 - 7	9617 SUNNY SPRING DR
140	0708 - 283 - 1414 - 9	9621 SUNNY SPRING DR
141	0708 - 283 - 1413 - 1	9625 SUNNY SPRING DR
142	0708 - 283 - 1412 - 3	9629 SUNNY SPRING DR
143	0708 - 283 - 1411 - 5	9703 SUNNY SPRING DR
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		Dedicated as Stormwater
OL 7	0708 - 283 - 1422 - 2	840 SOUTH POINT RD
		Thousand Oaks Park
OL 8	0708 - 283 - 1408 - 2	9725 SUNNY SPRING DR Thousand Oaks Park
OL 1 CSM 13155	0708 - 283 - 0104 - 7	850 SOUTH POINT RD

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
31-52	300	425
14-16, 53-65, 73-75, 90-97, 100-145	350	500

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
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11/30/2016 3:45 PM
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Exempt #:
Rec. Fee: 30.00
Pages: 32

Document No.

FIRST ADDITION TO 1000 OAKS
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This Declaration of Protective Covenants, Conditions and Restrictions (the "**Declaration**") is made this 11 day of November, 2016, by VH1000 Oaks, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "**Declarant**") and/or its successors and assigns.

WHEREAS, Declarant is the owner of or has rights to the real property legally described as the plat of First Addition to 1000 Oaks (the "**Plat**") located in the City of Madison, Dane County, Wisconsin, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

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

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

WHEREAS, Declarant has thought it desirable for the efficient maintenance and preservation of the values of said Development to create an Association to which should be delegated and assigned the

powers of owning, maintaining and administering the Common Property and facilities, as set forth below, and administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges as hereinafter or in the future created or established, and promoting the health, welfare and recreation of the Development's residents. Declarant has incorporated the 1000 Oaks Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the **"Association")** for such purposes; and

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

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

PART A
ASSOCIATION MATTERS

A-1 Property Subject to Protective Covenants

A) **Existing Property.** The real property subject to the provisions of these Protective Covenants consists of that part of First Addition to 1000 Oaks consisting of Lots 92-97, 108-114, 131-145 and Outlot 7 (hereinafter referred to as either "Phase 1", the "Subdivision" or "First Addition to 1000 Oaks"). Phase 1 is described on Exhibit A, attached hereto. Phase 1 is composed of twenty-eight (28) individual residential lots (hereinafter "Lots") and is the first phase of a subdivision consisting of a proposed total of two hundred eight-on (281) individual residential lots.

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

A-2) Definitions.

A) "Association" shall mean and refer to 1000 Oaks Homeowners Association, Inc., and its successors and assigns.

B) "Common Property" includes all those areas located in the Development which are not contained within a Lot and which are intended for common use or are necessary or convenient to the existence, maintenance or safety of the Development. Common Property may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Declaration, and all improvements located on said property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include all public or

private alleys (if any), driveways, public recreational trails, stormwater management, entrance signs, public park, traffic calming measures, plantings, landscaping islands or boulevards. Declarant may, by subsequent amendment or easement, designate parts of certain private lands within the Development as Common Property, rendering the Association responsible for maintenance thereof, without subjecting the same to the ownership provisions contained in Section A-4, below.

C) "Declarant" shall mean and refer to VH1000 Oaks, LLC; a Wisconsin Limited Liability Company, and/or its successors and assigns.

D) "Lot" shall mean and refer to individual subdivided lots in First Addition to 1000 Oaks as described and depicted in Exhibit "A", or as may be subjected to the terms of this Declaration in the future. In the future, Declarant intends to convey the Lots to purchasers who shall thereupon become members of the Association. The term "Property" or "Properties" shall be synonymous with the term Lot.

E) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the Properties described in Exhibit "A". A purchaser of any of said Properties by land contract shall be referred to as "Owner" instead of the land contract vendor. LSI shall not be considered an Owner hereunder.

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

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

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

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

A-3) Membership and Voting Rights.

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

B) **Voting Rights.**

1) Each member shall be entitled to one vote for each Lot owned except as set forth in A-3(B) (2) below.

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

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

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

E) **First Year's Operating Expenses.** Commencing on the date established for the payment of assessments under Section A-5(B)(1), Declarant shall pay to the Association an amount equal to the estimated operating expenses of the Association for a period of one (1) year, less assessments on Lots owned by Declarant actually paid to the Association for the one (1) year period of time. Said payment may be made in a lump sum or in twelve (12) monthly installments, at Declarant's option. Prior to said date, Declarant shall be solely responsible for payment of all maintenance expenses.

A-4) Description.

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

	Use	Number of Assessment Units
1)	Single Family:	One (1) per Dwelling Unit.
2)	Twinhomes (2 unit attached residential)	One (1) per Dwelling Unit (each side defined as a 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 under paragraph A-4(A), above. Any insurance proceeds or condemnation awards subject to this section shall be paid to the Association and held by the Association for the purpose of defraying General and Special Assessments and other costs and expenses incurred by the Association.

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

D) **Ownership.**

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

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

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

A-5) Maintenance of Common Property

A) Maintenance Requirements.

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

2) General Responsibilities. Maintenance shall include, but not be limited to, responsibility for landscaping and lawn care, trash removal in the alleyways, snow removal including shoveling with particular attention being paid to cross walk ramps and islands, improvements to common areas, upkeep of storm water management facilities which may include detention basins and

drainage swales, common property lighting and/or other common property utility charges and any special street design features or traffic calming features.

3) Specific Responsibilities. Certain streets within the Property may include special traffic islands and traffic calming measures within the public right-of-way. The Association shall be responsible, at the Association's sole cost and expense, for the maintenance and upkeep of such physical traffic measures. Such maintenance and upkeep shall be performed at the discretion of the Association except to the extent required by the City, and shall include landscaping, snow and ice removal. If the special street design features or landscaping are not maintained, the City will give notice to the Association that it is not being maintained. If the Association does not respond to the notice within sixty (60) days, the City may modify the physical traffic measures to minimize maintenance needs; including replacing landscaped surfaces with asphalt. The Association and persons involved with the maintenance and upkeep of the special traffic measures shall indemnify and hold harmless the City and its boards and commissions, and their officers, agents and employees from and against all claims, demands, loss or liability of any kind, type or description, related to the maintenance and upkeep of the special traffic measures.

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

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

B) <u>Assessments</u>.

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments (**"General Assessments"**) against each Lot beginning January 1, 2017 or the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to their Percentage Interests in the Common Property. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

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

paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

3) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on such Lot. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of Ownership. The Association or the Management Company, on behalf of and pursuant to its contract with the Association, may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lots. Any such foreclosure action may be brought at the Association election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association/Management Company securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

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

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

PART B
CONDITIONS, COVENANTS AND RESTRICTIONS

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

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

A) Lots 92-97, 108-114 and 131-145 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling

unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined below.

B) Lots 1-3 of the 1000 Oaks plat shall be used for multi-family residential purposes, that may include multiple-story buildings either owner or non-owner occupied. Each Owner, by accepting a deed to the Owner's Lot, shall be conclusively deemed to have consented to such use and to have forever released any right to object to such use.

C) Lots 31-52 shall be used for two unit attached residential purposes.

D) Outlot 1 of the 1000 Oaks plat shall be dedicated to the public for stormwater management, public sanitary sewer, local paths, trails and crossing.

E) Outlot 2 shall be dedicated to the public and used for storm water management. Public sanitary sewer, public sidewalk and bike path easement over entire Outlot.

F) Outlots 3, 5, 6 and 11 shall be dedicated to the public for storm water management. Public sidewalk and bike path easement over entire Outlot.

G) Outlot 4 as shown on the Plat, shall be alley, and dedicated to the public for roadway purposes.

H) Outlots 7 and 8 shall be dedicated to the City for park purposes, public sidewalk and bike path easements.

I) Outlots 9 and 10 shall be used as private open space.

J) Outlot 1 of CSM 13155 has been dedicated to the City for park purposes.

K) The City requires that Declarant install a fence adjacent to the public park lands located on Outlot 8 and on Outlot 1 of CSM 13155 at the rear property lines of Lots 134-140, the east property line and a portion of the south property line of lot 133 and the west property line of lot 145 in order to deter encroachments onto City property and that the fences shall be maintained in good condition by each Owner of such Lot in perpetuity. Lots 133, 134 and 140-145 will have a "Park Boundary from the City of Madison Parks Division" marker posted along the back property line adjacent to the public park.

L) Oak trees will be planted in various locations throughout the neighborhood. Existing oak trees shall not be removed unless dead or diseased.

M) Lots 141-145 will have a retaining wall in the rear yard. The area beyond the rear retaining wall will be of natural grass and will not be maintained by the Association. Mowing beyond the rear retaining wall is not required of the homeowner as not all homeowners will be able to access this area. Fences are not required beyond the rear retaining wall and if fence is installed the homeowner will not be required by the ACC to construct a fence to the rear property line.

N) Lots 133-145 rear property line may encroach into the tree area adjacent to the park. The trees and shrubs within the boundaries of individual lots are the Buyer's responsibility to maintain

after closing. Any trees or shrubs beyond the rear retaining wall shall remain as is and any questions regarding which trees are diseased or damaged that might require removal is solely the Buyer's responsibility to determine prior to closing.

Uses, other than the uses set forth in this section B-2, shall not be permitted on the Lots or Outlots, as applicable, without the prior written approval of the Declarant and Committee (defined in Section B-3 below), as appropriate. After Declarant control of the Association has terminated, approval from the Association and the Committee shall be required.

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

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

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

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

If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall

be assessed against said Lot in accordance with the terms of Section A-5 (B)(2) above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

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

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

B-7) Easements.

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

B) The Intra-block drainage Easement shall be graded with the construction of each principal structure in accordance with the approved Stormwater Drainage Plan on file with the City Engineer and the Zoning Administration, as amended in accordance with the Madison General Ordinances.

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

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

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

F) There will be a thirty foot (30') wide landscaping easement within the rear property line of lots 131-132 along South Point Road and shall be maintained by the Association.

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

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B-8) Slope and Swale Areas.

A) The graded slopes and swales as established by Declarant shall remain as permanent. Within these slopes and swales, no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope and swale ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slopes and swales of each Lot and all improvements in them shall be maintained continuously by the Owner of a Lot, at the Owner's sole expense, except for those improvements for which a public authority or utility company is responsible.

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

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

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

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

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

B-11) Signs. No sign of any kind shall be displayed to the public view on any Lot except, one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent or signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant. No signs will be located in the Outlots, except those that the Declarant may place in conjunction with Public Recreational Trail and Park development and use.

B-12) Entrance Sign. It is contemplated there will be an entrance monument sign and associated easement in Lots 132, 179 and 222 of the Plat. The Association will be responsible for the maintenance of said sign to include watering, mowing and basic landscape requirements. However, at

such time, that the Declarant transfers the Association responsibilities to the neighborhood, it will be the neighborhoods responsibility to determine that said sign shall remain in place and assess all owners in the neighborhood of any future replacement cost.

B-13) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

B-14) 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-15) 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-16) Mailboxes and posts. Mailboxes and posts serving homes in the neighborhood, whether individual or multi-gang, will be provided by Declarant at Declarant's sole cost and expense. Damaged or missing mailboxes and post shall be replaced with a mailbox and post identical in all respects with that originally provided, at the sole cost and expense of the Owner(s). Mailbox and post placement are further subject to any applicable regulations of the U.S. Postal Service or City.

B-17) Notices to Owners. The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in the Property:

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

B) Public and/or Private Alley: Public Alleys (collectively, "Alleys") are shown on the Plat as Outlot 4. Said Alley will be dedicated to the City. The cost of the maintenance of the Alleys shall be the responsibility of the City. Certain Lots in the Development border Alleys, which are intended to serve as the access to such Lots. Restrictions on the Alleys are summarized as follows:

1) There will be no public trash, leaf or recycled material pick-up service in said Alleys, but instead, there will be one or more trash pick-up collection points designated by the Declarant to be used by Owners of a Lot bordering the Alleys in question. Trash pick-up may initially be provided by the Association and charged as an expense of the Association, but such arrangement may

be changed to provide for public or some other method of trash pick-up at a future time as determined by the Declarant or the Association. All trash receptacles to include recycling receptacles must be removed from the Alleys within 24 hours after trash or recycled material pick-up.

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

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

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

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

B-18) Improvements Within Easements. Any improvements (for example, fences, dog kennels, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement and is subject to terms and conditions as set forth on the final plat.

PART C
ARCHITECTURAL CONTROL COMMITTEE

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

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

The Committee appointed hereunder shall serve for the time period specified in paragraph C-10, below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt.

If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

C-2) Architectural Control. No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete Architectural Review Application (**"Application"**). Plans, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee. The Application can be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources (located on the top toolbar, select Architectural Control Committee and select the appropriate application for your request.

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

C-4) Procedure.

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

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

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

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

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

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

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

First Addition to 1000 Oaks Homeowners Association, Inc.
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713
acc@veridianyhomes.com

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

C-8) Indemnification. Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this

indemnification shall be a Common Property expense. Nothing in this Section C-8 shall be deemed an indemnification of such person with respect to such person's status as an Owner, occupant or otherwise.

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

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

PART D
DESIGN GUIDELINES

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

A) Architectural 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	Modern
Prairie	Classical	Traditional	Victorian	Southern Traditional

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

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

3) A front-entry garage cannot project beyond the face of the home or the open porch. For homes without porches adjacent to the garage, the garage face must be set back a minimum of 2'-0" from the front elevation unless applicable zoning ordinances require a greater setback.

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

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

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

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

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

3) The shutters shall be wood or polystyrene with colors as approved by the Architectural Control Committee or of other material or color as deemed acceptable by the Architectural Control Committee. Panel or louver design shutters shall be used as appropriate to home materials & style.

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

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

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

1. Roof Standards:

a) Roof design must be consistent with the overall architectural style of the home. Roof forms and pitches as established on individual

styles may not be altered without approval by the Architectural Control Committee.

b) Roof material shall be Owens Corning Oakridge 30 architectural shingle or equal and in colors as approved by the Architectural Control Committee.

c) Use of an eyebrow roof or projecting gable is required at brick walls extending beyond a window sill like but not into a gable and are encouraged, as appropriate, at double gable returns and porch column caps.

d) Hip roof design, porches or other elements deemed appropriate by the Architectural Control Committee may be used in lieu of specific gable requirements.

2. Fascia, Soffit and Eave Standards:

a) Facia shall be 6" minimum aluminum with colors as approved by the Architectural Control Committee, wood or composite material may be used when appropriate to the architectural style.

b) Aluminum soffit and eave color shall match facia.

c) A minimum 12" overhang is required at typical eaves and gable ends. However, 6" is allowable with projections less than 6'-0" in width, such as the fireplace chase, dormers and small bay windows. Larger overhangs may be required as appropriate to the architectural style.

F) <u>Exterior Wall Surfaces.</u>

1) Siding material shall be premium vinyl or composite material as approved by the Architectural Control Committee. Shingle or vertical board and batten siding is encouraged for accent areas appropriate to the style of the home. Colors shall be approved by the Architectural Control Committee.

2) Windows may be vinyl; vinyl clad, aluminum clad or wood with colors as approved by the Architectural Control Committee.

3) Variation of wall planes on primary elevations is encouraged as appropriate to overall building style and massing.

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

5) The use of brick or stone is encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, soldier course window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner

accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

6) Brick or stone material and color selections shall be as approved by the Committee and harmonious with overall neighborhood palette, as well as with the specific home design.

E) Colors. The Declarant or the Architectural Control committee, whichever is then applicable shall approve the trim, siding and roofing colors to assure the most aesthetic combination for a particular house as well as for the First Addition to 1000 Oaks Plat. Any subsequent changes in such colors shall be approved by the Declarant or Committee, whichever is then applicable.

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

D-2) Other Improvements.

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

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

a) All fencing shall be erected finish side out (i.e. pickets on the outside of the rail facing the street or neighboring lot).

b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.

c) Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot. Gates may be required for access to utility easements.

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

2) Appropriate uses of fencing:

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

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

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

d) Fencing at side yards of corner lots shall be placed a minimum of 6 inches from the property line (approximately 1 foot from sidewalk) for all zoning classifications.

3) Inappropriate use of fencing:

a) Fencing in front yards shall not be permitted.

b) Fencing shall not occur in freestanding segments or be placed arbitrarily.

c) Fencing shall not meet porch or deck corners.

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

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

1) Appropriate deck design shall incorporate the following criteria:

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

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

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

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

e) Deck(s) must be stained or painted

2) Inappropriate deck design:

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

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

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

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

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

a) All fencing shall be erected finish side out (i.e. pickets on the outside of the rail facing the street or neighboring lot).

b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.

c) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run. Gates may be required for access to utility easements.

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

2) Appropriate placement of kennels or runs:

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

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

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

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

3) Inappropriate placement of kennels or runs:

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

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

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

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

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

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

1) Appropriate antennae or satellite dish placement:

a) Only one antennae or satellite dish shall be allowed per lot.

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

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

2) Attached to the deck.

3) On the rear roof line of the home.

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

2) Inappropriate antennae or satellite dish placement:

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

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

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

G) Solar Collectors. No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the Committee, which shall consider the

aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

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

I) Landscaping Requirements. Pursuant to Section B-4 of the Declaration of Conditions, Covenants and Restrictions, Developer hereby imposes upon all Lots described in Exhibit "A", attached hereto and incorporated herein by reference, the requirement that the Owners thereof install landscaping on such Lots which meets or exceeds the minimum number of points for landscaping set forth in Exhibit "C". The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference. All terms, covenants and conditions of Section B-4 of the Declaration of Conditions, Covenants and Restrictions, as amended herein, shall be applicable to the landscaping to be installed pursuant to the terms of this paragraph. Landscape installed by the Declarant may or may not meet the minimum number required.

PART E
GENERAL PROVISIONS

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

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

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

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

E-5) Parade of Homes and/or Condominiums. So long as Developer shall own any Lots in the Development, or condominium units in any condominium located within the Development (collectively a "Lot/Unit"). Developer reserves the right to submit some or all of said Lots/Units as a

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

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

E-7) Notices.

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

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

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

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

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

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

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

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

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

{Signatures on next page}

IN WITNESS WHEREOF, the said VH1000 Oaks, LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 11 day of November, 2016.

VH1000 Oaks, LLC
By: VH Holdings, LLC, its Sole Member

By: _____
Jeffrey S. Rosenberg, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 11 day of November 2016 Jeff Rosenberg the Vice President of VH Holdings, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

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

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, McFarland State Bank hereby consents to the forgoing Declaration of Conditions, Covenants and Restrictions for the plat of First Addition to 1000 Oaks. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 18 day of November, 2016

McFarland State Bank

By: James E. Walker, E.V.P.
James E. Walker, Executive Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 18 day of November, 2016, the above named James E. Walker, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Karen L Brusveen
Notary Public Karen L Brusveen
County of Dane, State of Wisconsin
My Commission Expires: 5/19/2017

KAREN L. BRUSVEEN NOTARY PUBLIC STATE OF WISCONSIN

Exhibit "A"

Lots 92-97, 108-114 and 131-145 and Outlot 1 of CSM 13155 and Outlots 7-8, First Addition to 1000 Oaks, City of Madison, Dane County, Wisconsin

Exhibit "B"

LOT #	PARCEL NUMBER	STREET ADDRESS
92	0708 - 283 - 1009 - 8	724 QUIET POND DR 9706 SUNNY SPRING DR
93	0708 - 283 - 1010 - 5	9710 SUNNY SPRING DR
94	0708 - 283 - 1011 - 3	9714 SUNNY SPRING DR
95	0708 - 283 - 1012 - 1	9718 SUNNY SPRING DR
96	0708 - 283 - 1013 - 9	9722 SUNNY SPRING DR
97	0708 - 283 - 1014 - 7	9726 SUNNY SPRING DR
108	0708 - 283 - 1209 - 4	710 COZY NEST DR 9602 SUNNY SPRING DR
109	0708 - 283 - 1210 - 1	9604 SUNNY SPRING DR
110	0708 - 283 - 1211 - 9	9608 SUNNY SPRING DR
111	0708 - 283 - 1212 - 7	9612 SUNNY SPRING DR
112	0708 - 283 - 1213 - 5	9616 SUNNY SPRING DR
113	0708 - 283 - 1214 - 3	9620 SUNNY SPRING DR
114	0708 - 283 - 1215 - 1	725 QUIET POND DR 9624 SUNNY SPRING DR
131	0708 - 283 - 1117 - 9	709 COZY NEST DR
132	0708 - 283 - 1118 - 7	713 COZY NEST DR 9502 SUNNY SPRING DR
OL 7	0708 - 283 - 1422 - 2	840 SOUTH POINT RD Thousand Oaks Park
133	0708 - 283 - 1421 - 4	9503 SUNNY SPRING DR
134	0708 - 283 - 1420 - 6	9507 SUNNY SPRING DR
135	0708 - 283 - 1419 - 9	9601 SUNNY SPRING DR
136	0708 - 283 - 1418 - 1	9605 SUNNY SPRING DR
137	0708 - 283 - 1417 - 3	9609 SUNNY SPRING DR
138	0708 - 283 - 1416 - 5	9613 SUNNY SPRING DR
139	0708 - 283 - 1415 - 7	9617 SUNNY SPRING DR
140	0708 - 283 - 1414 - 9	9621 SUNNY SPRING DR
141	0708 - 283 - 1413 - 1	9625 SUNNY SPRING DR
142	0708 - 283 - 1412 - 3	9629 SUNNY SPRING DR
143	0708 - 283 - 1411 - 5	9703 SUNNY SPRING DR
144	0708 - 283 - 1410 - 7	9707 SUNNY SPRING DR
145	0708 - 283 - 1409 - 0	9711 SUNNY SPRING DR
OL 8	0708 - 283 - 1408 - 2	9725 SUNNY SPRING DR Thousand Oaks Park
OL 1 CSM 13155	0708 - 283 - 0104 - 7	850 SOUTH POINT RD

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
92-97, 108-114, 131-145	350	500

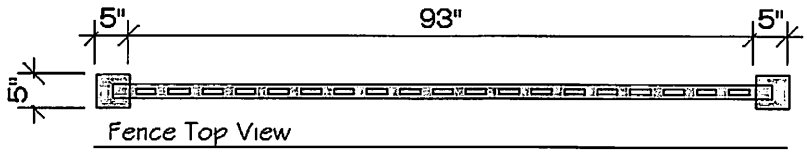
EXHIBIT "D"

Landscaping Elements

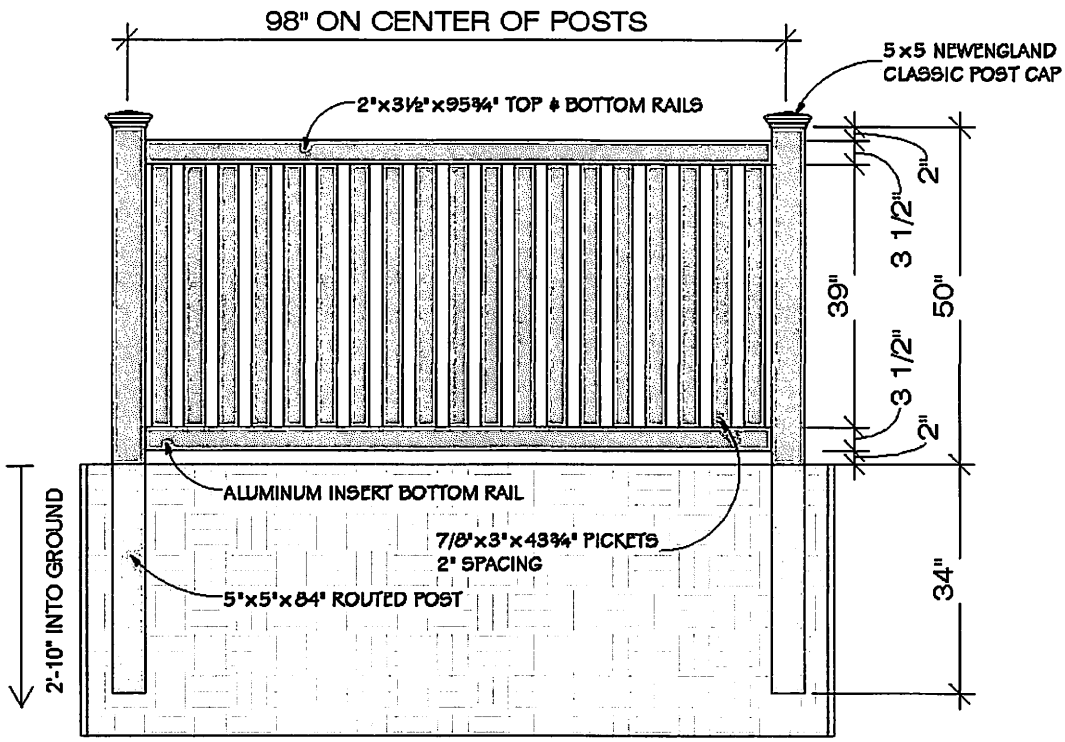
Elements	Point Schedule
A) Small Shade Trees (balled and burlaped) (1.5"-2" caliper at 6" from the roots)	*50*
B) Medium Shade Trees (balled and burlaped) (2"-3" caliper at 6" from the roots)	*100*
C) Large Shade Trees (balled and burlaped) (3"-4" caliper at 6" from the roots)	*150*
D) Extra-Large Shade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

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

EXHIBIT E



Fence Top View



Fence Elevation

NOTE:

MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

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

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

VERIDIAN HOMES

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