

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

Document Number

Title of Document

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

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
4029623

03/11/2005 10:49:27AM

Trans. Fee:  
Exempt #:

Rec. Fee: 21.00  
Pages: 6

000217

Record this document with the Register of Deeds

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

**See Exhibit "A"**  
(Parcel Identification Number)

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

**WHEREAS**, Declarant is the owner of real property legally described as the Plat First Addition to Holland Fields (the "First Addition") located in the City of Madison, Dane County, Wisconsin, more particularly described and depicted in Exhibit A attached hereto and incorporated herein by reference; and

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

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

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

6  
21

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

000218

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

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

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

Dated as of this 9<sup>th</sup> day of March, 2005

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

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

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

STATE OF WISCONSIN )  
                                  )ss>  
COUNTY OF DANE        )

Personally came before me this 9<sup>th</sup> day of March, 2005, the above named David P. Simon to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.


[Signature]  
Notary Public, State of Wisconsin  
My Commission expires: 2/25/07  


EXHIBIT A

000219

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

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

091020317310

091020317420

091020317530

091020317640



**EXHIBIT B**

000221

**Total Minimum Points for Landscaping**

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

Landscaping Elements

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

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

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

Document Number

Title of Document

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

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

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

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

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

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

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

DANE COUNTY REGISTER OF DEEDS

DOCUMENT # 49251000

02/28/2005 11:21:19AM

Trans. Fee:  
Exempt #:

Sec. Fee: 17.00  
Pages: 4

000666

Record this document with the Register of Deeds

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

See Exhibit "A"  
(Parcel Identification Number)

4/17

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

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

[SIGNATURES ON NEXT PAGE]



Exhibit "A"

000669

The Property

0910-203-4002-6	0910-203-0090-1	0910-203-0497-1	0910-203-6314-1
0910-203-6003-1	0910-203-0101-1	0910-203-0508-1	0910-203-6325-1
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0910-203-6026-1	0910-203-0123-1	0910-203-0530-1	0910-203-6347-1
0910-203-6037-1	0910-203-0134-1	0910-203-0541-1	0910-203-6358-1
0910-203-6048-1	0910-203-0145-1	0910-203-0552-1	0910-203-6369-1
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0910-203-3137-1	0910-203-0354-1	0910-203-6171-1	0910-203-6578-1
0910-203-3148-1	0910-203-0365-1	0910-203-6182-1	0910-203-6588-5
0910-203-0039-1	0910-203-0376-1	0910-203-6193-1	0910-203-6599-2
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0910-203-3173-1	0910-203-0420-1	0910-203-6237-1	0910-203-6643-7
0910-203-3184-1	0910-203-0431-1	0910-203-6248-1	0910-203-6654-4
0910-203-3195-1	0910-203-0442-1	0910-203-6259-1	0910-203-6665-1
0910-203-3206-1	0910-203-0453-1	0910-203-6270-1	0910-203-6676-8
0910-203-3217-1	0910-203-0464-1	0910-203-6281-0	0910-203-6687-5
0910-203-3228-1	0910-203-0475-1	0910-203-6292-0	0910-203-6698-2
0910-203-0079-1	0910-203-0486-1	0910-203-6303-1	

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

DANE COUNTY REGISTER OF DEEDS

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

Trans. Fee: 17.00  
Executed By: \_\_\_\_\_

Rec. Fee: 17.00  
Pages: 4

000084

Document Number

Title of Document

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

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

Record this document with the Register of Deeds

Name and Return Address:

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

See Exhibit "A"  
(Parcel Identification Number)

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

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

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

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

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

3) Paragraph B-21), Slope and Swale Areas. "The graded slopes and swales as established by Declarant shall remain as permanent. Within these slopes and swales, no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope and swale ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slopes and swales of each Lot and all improvements in them shall be maintained continuously by the Owner of a Lot, at the Owner's sole expense, except for those improvements for which a public authority or utility company is responsible. In order to control run off, all down spouts and down spout extenders

4/17

are to drain into a permeable area such as grass or a planting bed. Declarant and the Town of Windsor, Dane County has agreed to a certain Storm Water Management Plan. In the event of conflict between any plans and such Storm Water Management Plan, the Storm Water Management Plan shall control. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance or correction of any drainage condition and the Lot Owner shall be responsible for the cost thereof. Any disputes relating to drainage swales, drainage or other surface water issues, shall be resolved by the Board of Directors of the Association, which may seek the advice of the City Engineer of the Town of Windsor. The Association shall establish procedures by which such decisions can be heard by the Board of Directors and decided by said Board."

000085

3) Paragraph E-7) **Wetland Buffer Area.** "Certain Lots containing a portion of a delineated wetland buffer (defined as any area within seventy-five feet of a delineated wetland) will be required to maintain that portion of the Lot falling within the buffer as a natural, native prairie grass or wooded ecosystem. Maintenance of this area will be limited to occasional removal of brush and litter, but may not include mowing, removal of existing trees, materials or equipment storage. Any planting, including but not limited to, trees, bushes, shrubs, seeding or restoration treatments proposed for any such area shall require the advance written consent of the Association and the Town of Windsor prior to commencement. No temporarily or permanent structures shall be erected without prior written approval from the Association and may require prior written approval from the Town of Windsor. Raised decks and fences may be permissible with advance written consent of the Association and may require advance written consent of the Town of Windsor prior to commencement. No grade changes shall be permitted to Wetland Buffer Areas. No activity that adversely affects the natural flow of surface or underground waters within the area permitted."

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

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

The Committee appointed hereunder shall serve for the time period specified in paragraph C-8, in the Amended and Restated Declaration of Covenants and Restrictions for Holland Fields recorded in the Dane County Register of Deeds dated May 31, 2002 as Document Number 3495281. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement

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

{SIGNATURES ON NEXT PAGE}

Dated as of the 7<sup>th</sup> day of September, 2004.

000086

**LP REAL ESTATE, LLC**

**By: Veridian Development, LLC, Its Sole Member**

By: *David P. Simon*

David P. Simon, Vice President

**DSH REAL ESTATE, LLC**

**By: Veridian Development, LLC, Its Sole Member**

By: *David P. Simon*

David P. Simon, Vice President

**DJK REAL ESTATE, LLC**

**By: Veridian Development, LLC, Its Sole Member**

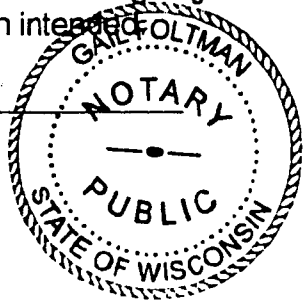
By: *David P. Simon*

David P. Simon, Vice President

STATE OF WISCONSIN )  
  )ss>  
COUNTY OF DANE )

Personally came before me this 7<sup>th</sup> day of September, 2004, the above named Jeffrey S. Rosenberg to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

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



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

The Property

~~001205~~

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

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

Document Number

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
3492557

02/12/2004 07:29:22AM

Trans. Fee:  
Exempt #:

Rec. Fee: 17.00  
Pages: 4

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

Record this document with the Register of Deeds

Name and Return Address:

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

See Exhibit A  
(Parcel Identification Number)

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

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

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

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

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

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



Exhibit "A"

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The Property

001205

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

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

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Record this document with the Register of Deeds

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

Document Number

Title of Document

**I. PREAMBLE AND INTRODUCTORY MATTERS**

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

**WITNESSETH:**

*See attached*

(Parcel Identification Number)

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

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

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

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

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

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

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

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II. **AMENDMENT AND RESTATEMENT OF DECLARATION**

**Part A**

**DEFINITIONS AND ASSOCIATION MATTERS**

A-1) **Definitions.**

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

B) [Intentionally Omitted.]

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

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

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

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

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

A) Members. Each Owner of a Property shall be a member of the Association. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be members of the Association. Membership shall be appurtenant to and may not be separated from any Property which is subject to assessment by the Association. Tenants of Properties who are not Occupants shall not be members of the Association. To the extent that Developer owns any property, Developer shall be a member of the Association until such ownership terminates.

B) Voting Rights.

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

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

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

**A-3) Covenant for Maintenance and Assessments.**

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

1) Annual general assessments or charges.

2) Such special assessments as may from time to time be imposed as hereinafter provided.

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Assessments may be imposed for any of the following purposes:

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

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

B) General Assessments.

- 1) Purpose of Assessment. Accrued general assessments levied by the Association shall be used exclusively for the purposes stated above.
- 2) Basis for Assessment. Subject to the above limitation, each Property which has been certified for occupancy by the appropriate governmental entity shall be assessed at a uniform rate to the Owner. That is, each Lot shall be assessed the same amount as any other Lot, regardless of size or use.
- 3) Maximum Annual Assessment. For each calendar year in which the Association is in existence, the Board of Directors shall set the annual assessment by majority vote of the Directors. The Board shall set the date(s) such assessment shall become due. In the event a majority cannot be obtained for fixing the assessment, the prior year assessment shall be deemed adopted. The assessment may be changed by a majority vote of the Members who are voting in person or by proxy at a general meeting or a special meeting duly called for this purpose.

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

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

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

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

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

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

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

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

**Part B**  
**CONDITIONS, COVENANTS AND RESTRICTIONS**

B-1) Land Use And Building Type. Except for the Multi-Family Property, as that term is defined in Part D, below, the Property shall be used for residential purposes, including gardens. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have a private garage of not less than two (2) nor more than three (3) cars attached to or located in a lower level of the dwelling unit. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size set forth on Exhibit "B," attached hereto and incorporated herein by reference.

B-2) Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by a majority of the Architectural Control Committee (the "**Committee**") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. There shall be a variation in building elevations on adjacent Lots. Approval shall be as provided below.

B-3) Dwellings And Landscaping. Except for the Multi-Family Property, the landscaping to be installed on all Lots must meet or exceed the minimum number of points set forth in Exhibit "C," attached hereto and incorporated herein by reference, for foundation planting and cumulative total landscaping points, including foundation planting points. The point value for all landscaping shall be calculated using the schedule attached hereto as Exhibit "D," and incorporated herein by reference. The structure and the minimum landscaping requirements shall be completed within nine (9) months after issuance of a building permit. All driveways shall be of concrete and shall be installed within nine (9) months after substantial completion of the structure. No outbuilding or accessory building of any nature shall be erected on any Lot. No above-

ground swimming pools shall be permitted. All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every 14 days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

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

B-4) Vehicle And/Or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any part of the Property except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration "**Equipment**"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked overnight on or in front of any Lot except in an enclosed garage.

B-5) Construction On Adjoining Lots. Nothing contained herein shall be construed to prohibit the construction of a residential dwelling or private garage partially on one Lot and partially on an adjoining Lot without regard to side yards between adjoining Lots, provided that all such Lots are owned by the same person or persons.

B-6) Easements/Drainage. No structure, planting, or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No drainage swale shall be graded or obstructed so as to impede the flow of water from other Lots or outlots through such swale.

B-7) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Lots and/or improvements.

B-8) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

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

B-10) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

B-11) Garage And Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Lot.

B-12) Sight Distance At Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-13) Fences. No fences over four(4') feet in height from ground to uppermost part of fence shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by the Committee or its designated approving authority. All fences shall

be constructed of wood and shall be first approved in terms of material and location by the Committee following the standards and criteria outlined on Exhibit "E" attached hereto. Fencing is permitted with the prior written approval of the Committee which may require the installation and maintenance of landscape materials for screening and aesthetic purposes.

B-14) Outbuildings. No outbuilding or accessory building of any nature shall be erected on any Lot.

B-15) Antennae/Wind Powered Electric Generators. No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot without prior written approval of the Committee.

B-16) Firewood Storage. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed on a non-street side yard and screened from street view by plantings or a fence approved by the Committee.

B-17) Solar Collectors. No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the Committee which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

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

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

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

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

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

- |                    |   |
|--------------------|---|
| David P. Simon     | 2800 Royal Avenue<br>Madison, Wisconsin 53713 |
| Jeff N. Simon      | 2800 Royal Avenue<br>Madison, Wisconsin 53713 |
| Karen Simon Dreyer | 2800 Royal Avenue<br>Madison, Wisconsin 53713 |

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

The Committee appointed hereunder shall serve for the time period specified in paragraph C-8, below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

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

C-3) Plan Review. The Committee shall review said plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation.

C-4) Procedure. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed \$50.00 for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications or any other matters requiring approval have been submitted to it, approval shall not be required and the related covenants shall be deemed to have been complied with fully.

C-5) Records. Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address: Lost Creek Architectural Control Committee, c/o David P. Simon, 2800 Royal Avenue, Madison, Wisconsin 53713.

C-6) Committee Liability. Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

C-7) Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of these Restrictions and Covenants if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present in its opinion a particularly pleasing appearance compatible with other houses in the development.

C-8) Successor to Committee. Developer may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when Developer no longer has any ownership interest in the Property. At such time as Developer turns over control, the Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder.

## Part D MULTI-FAMILY PROPERTY

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

001202

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

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

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

## Part E GENERAL PROVISIONS

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

E-2) Enforcement. The Architectural Committee or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Committee


shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees.

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

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

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

WINDSOR DEVELOPMENT CORPORATION,  
a Wisconsin Corporation

By:   
John R. DeWitt, President

Consented to this 23<sup>rd</sup> day of May, 2002.

GREAT NEIGHBORHOODS, LLC, a  
Wisconsin Limited Liability Company

By: [Signature]  
David P. Simon, Manager

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
  )ss>  
COUNTY OF DANE )

001201

Personally came before me this 24<sup>th</sup> day of May, 2002, the above named John R. DeWitt, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

[Signature]

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

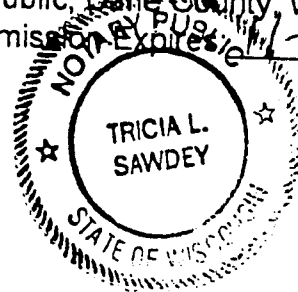
**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
  )ss  
COUNTY OF DANE )

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

[Signature]

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



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

Exhibit "A"

The Property

001205

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

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

EXHIBIT "B"

Minimum Dwelling Unit Sizes

001200

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

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

**EXHIBIT "C"**

**Minimum Points and Total Points for Landscaping**

001207

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

**EXHIBIT "D"**

001208

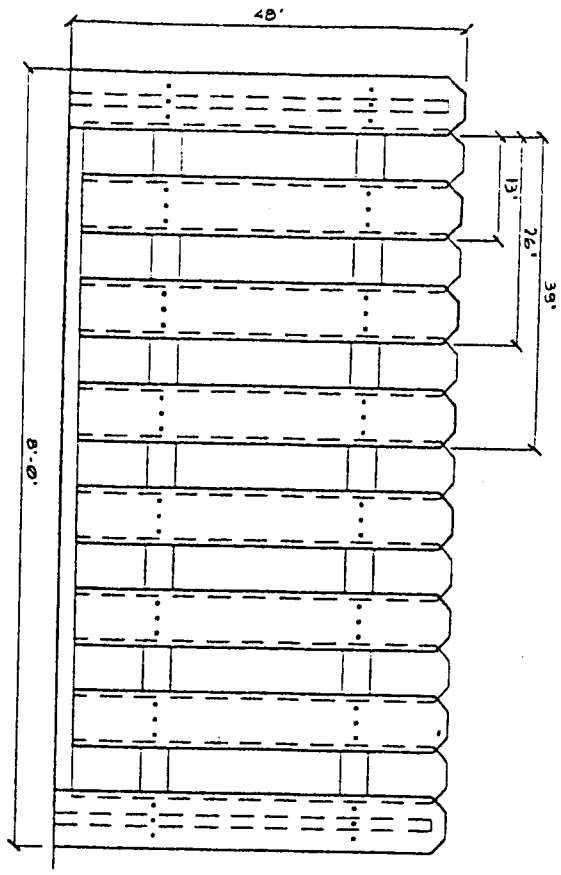
**Landscaping Elements**

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

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

**EXHIBIT "E"**

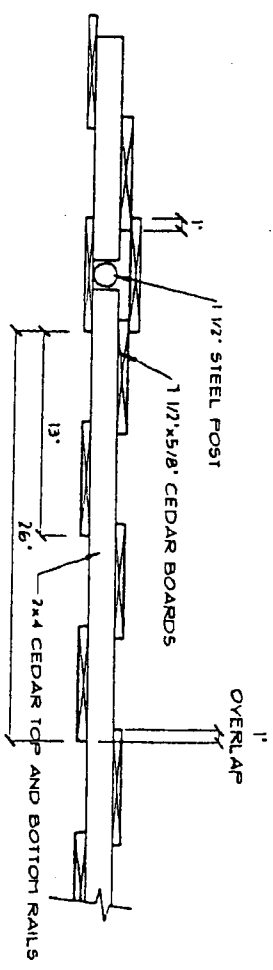
**Fence Details**



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

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

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



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

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

**NOTE:** 4x4 POSTS TO BE BROWN TREATED WOOD  
ALL WOOD TO BE FINISHED W/ HALTAMAN LINDSAY WOODGUARD SEMI-TRANSPARENT EXTERIOR STAIN

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

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

EXHIBIT "F"

Description of Multi-Family Lots

002210

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

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

Document Number

Title of Document

**I. PREAMBLE AND INTRODUCTORY MATTERS**

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

**WITNESSETH:**

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

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

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

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

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

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

DANE COUNTY  
REGISTER OF DEEDS

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

Trans. Fee:  
Exempt #:

Rec. Fee: 49.00  
Pages: 26

001101

Record this document with the Register of Deeds

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

*see attached*

(Parcel Identification Number)

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

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

**Part A**

**DEFINITIONS AND ASSOCIATION MATTERS**

A-1) **Definitions.**

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

B) [Intentionally Omitted.]

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

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

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

001193

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

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

A) Members. Each Owner of a Property shall be a member of the Association. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be members of the Association. Membership shall be appurtenant to and may not be separated from any Property which is subject to assessment by the Association. Tenants of Properties who are not Occupants shall not be members of the Association. To the extent that Developer owns any property, Developer shall be a member of the Association until such ownership terminates.

B) Voting Rights.

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

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

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

**A-3) Covenant for Maintenance and Assessments.**

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

1) Annual general assessments or charges.

2) Such special assessments as may from time to time be imposed as hereinafter provided.

Assessments may be imposed for any of the following purposes:

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

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

B) General Assessments.

1) Purpose of Assessment. Accrued general assessments levied by the Association shall be used exclusively for the purposes stated above.

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

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

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

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

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

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

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

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

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

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

## Part B CONDITIONS, COVENANTS AND RESTRICTIONS

B-1) Land Use And Building Type. Except for the Multi-Family Property, as that term is defined in Part D, below, the Property shall be used for residential purposes, including gardens. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have a private garage of not less than two (2) nor more than three (3) cars attached to or located in a lower level of the dwelling unit. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size set forth on Exhibit "B," attached hereto and incorporated herein by reference.

B-2) Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by a majority of the Architectural Control Committee (the "Committee") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. There shall be a variation in building elevations on adjacent Lots. Approval shall be as provided below.

B-3) Dwellings And Landscaping. Except for the Multi-Family Property, the landscaping to be installed on all Lots must meet or exceed the minimum number of points set forth in Exhibit "C," attached hereto and incorporated herein by reference, for foundation planting and cumulative total landscaping points, including foundation planting points. The point value for all landscaping shall be calculated using the schedule attached hereto as Exhibit "D," and incorporated herein by reference. The structure and the minimum landscaping requirements shall be completed within nine (9) months after issuance of a building permit. All driveways shall be of concrete and shall be installed within nine (9) months after substantial completion of the structure. No outbuilding or accessory building of any nature shall be erected on any Lot. No above-

ground swimming pools shall be permitted. All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every 14 days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

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

B-4) Vehicle And/Or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any part of the Property except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration "Equipment"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked overnight on or in front of any Lot except in an enclosed garage.

B-5) Construction On Adjoining Lots. Nothing contained herein shall be construed to prohibit the construction of a residential dwelling or private garage partially on one Lot and partially on an adjoining Lot without regard to side yards between adjoining Lots, provided that all such Lots are owned by the same person or persons.

B-6) Easements/Drainage. No structure, planting, or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No drainage swale shall be graded or obstructed so as to impede the flow of water from other Lots or outlots through such swale.

B-7) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Lots and/or improvements.

B-8) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

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

B-10) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

B-11) Garage And Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Lot.

B-12) Sight Distance At Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-13) Fences. No fences over four(4') feet in height from ground to uppermost part of fence shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by the Committee or its designated approving authority. All fences shall

be constructed of wood and shall be first approved in terms of material and location by the Committee following the standards and criteria outlined on Exhibit "E" attached hereto. Fencing is permitted with the prior written approval of the Committee which may require the installation and maintenance of landscape materials for screening and aesthetic purposes.

B-14) Outbuildings. No outbuilding or accessory building of any nature shall be erected on any Lot.

B-15) Antennae/Wind Powered Electric Generators. No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot without prior written approval of the Committee.

B-16) Firewood Storage. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed on a non-street side yard and screened from street view by plantings or a fence approved by the Committee.

B-17) Solar Collectors. No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the Committee which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

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

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

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

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

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

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

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

The Committee appointed hereunder shall serve for the time period specified in paragraph C-8, below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

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

C-3) Plan Review. The Committee shall review said plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation.

C-4) Procedure. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed \$50.00 for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications or any other matters requiring approval have been submitted to it, approval shall not be required and the related covenants shall be deemed to have been complied with fully.

C-5. Records. Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address: Lost Creek Architectural Control Committee, c/o David P. Simon, 2800 Royal Avenue, Madison, Wisconsin 53713.

C-6) Committee Liability. Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

C-7) Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of these Restrictions and Covenants if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present in its opinion a particularly pleasing appearance compatible with other houses in the development.

C-8) Successor to Committee. Developer may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when Developer no longer has any ownership interest in the Property. At such time as Developer turns over control, the Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder.

## Part D MULTI-FAMILY PROPERTY

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

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

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

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

**Part E**  
**GENERAL PROVISIONS**

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

E-2) Enforcement. The Architectural Committee or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Committee

shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees.

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

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

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

WINDSOR DEVELOPMENT CORPORATION,  
a Wisconsin Corporation

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

Consented to this 23<sup>rd</sup> day of May, 2002.

GREAT NEIGHBORHOODS, LLC, a  
Wisconsin Limited Liability Company

By: [Signature]  
David P. Simon, Manager

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
                                  )ss>  
COUNTY OF DANE )

001201

Personally came before me this 24<sup>th</sup> day of May, 2002, the above named John R. DeWitt, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

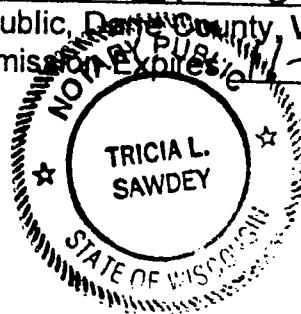
[Signature]  
Notary Public, State of Wisconsin  
My Commission expires: is permanent.

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
                                  )ss  
COUNTY OF DANE )

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

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



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

**Exhibit "A"**

**The Property**

001205

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

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

**EXHIBIT "B"**

**Minimum Dwelling Unit Sizes**

001206

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

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

**EXHIBIT "C"**

**Minimum Points and Total Points for Landscaping**

001207

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

**EXHIBIT "D"**

001208

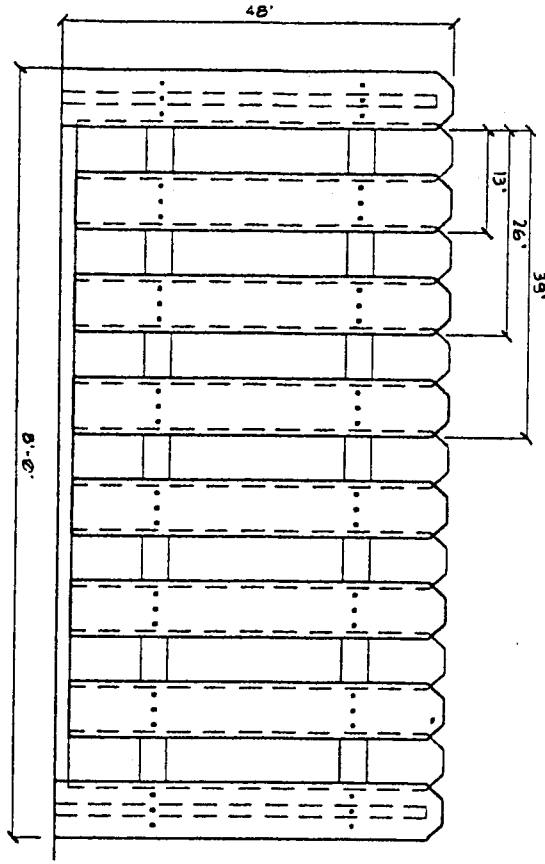
**Landscaping Elements**

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

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

**EXHIBIT "E"**

**Fence Details**



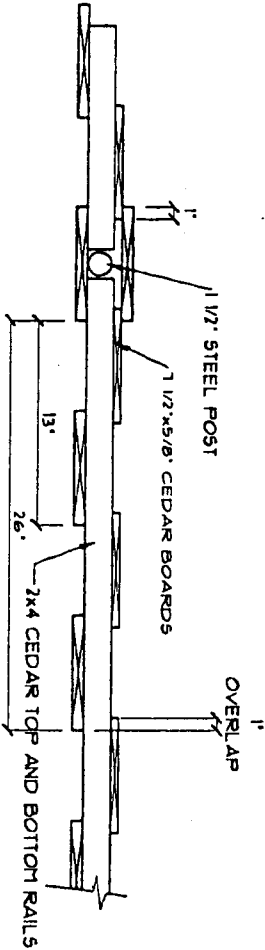
**ELEVATION TYPICAL 8'-0"**

**SECTION**

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

**NOTE:**  
 4x4 POSTS TO BE BROWN TREATED WOOD  
 ALL WOOD TO BE FINISHED W/ HALLTAN LINDSAY WOODGUARD SEMI-TRANSPARENT EXTERIOR STAIN

**4" BOARD ON BOARD FENCE DETAIL**



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

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

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

Model: <b>BOARD ON BOARD FENCE</b> Location: _____	Drawn By: _____ Date: <b>9-8-99</b>	Customer Approval: _____ / / 1999 Customer Approval: _____ / / 1999 Revised: _____ DSH Approval: _____ / / 1999	<b>DON SIMON HOMES</b> We Make Building Easy™ 2800 Royal Avenue - Madison, WI 53713 (608)223-2626 Fax: (608)223-0623 © Copyright 1999 Don Simon Homes Inc. Protected Under Architectural Works Copyright Statute of the United States
	<b>Do Not Scale</b> Note: All dimensions are stud to stud. Note: Please review carefully. What is shown in this plan represents what will be constructed. We will not be held responsible for errors if work is built according to the customer's etc.		

**EXHIBIT "F"**

**Description of Multi-Family Lots**

001210

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

DANE COUNTY  
REGISTER OF DEEDS

**3185258**

01-12-2000 2:11 PM

Trans. Fee

Rec. Fee 30.00  
Pages 11

**DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR CERTAIN  
LOTS IN "HOLLAND FIELDS", A  
SUBDIVISION IN THE TOWN OF  
WINDSOR, DANE COUNTY,  
WISCONSIN.**

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Return to:  
John R. DeWitt, President  
Windsor Development Corp.  
49 Cambridge Rd.  
Madison, WI 53704

PIN 091020385005, and  
PIN 091020380000, and  
PIN 091020395003, and  
PIN 091020390009

LEGAL DESCRIPTION: Lots 2, 3, 4, 5, 6, 7, and 126, 127, 128, 129, 130, 131, 132, 133, 134, and 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, and 148 of the plat of the Holland Fields subdivision, in the Town of Windsor, recorded at Vol. 57-127A of Plats, pages 501-506

**COVENANTS & RESTRICTIONS  
FOR HOLLAND FIELDS  
PHASE I, LOTS 2-7 & 126-134 & 136-148**

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DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS, AND EASEMENTS  
FOR THE PLAT OF HOLLAND FIELDS, IN THE CITY OF WINDSOR, DANE COUNTY,  
STATE OF WISCONSIN

WHEREAS, Windsor Development Corporation, (hereinafter sometimes referred to as the Developer), is the owner of the real estate known as the Holland Fields subdivision, in the Town of Windsor, recorded at Vol. 57-127A of Plats, pages 501-506, and

WHEREAS, the Developer desires to control the purposes for which the lots are used, and to obligate the owners of the Lots to be bound by certain conditions, restrictions, reservations and easements for the benefit of all owners, and

WHEREAS, the Developer desires each owner to be informed and aware of the restrictions imposed by the Developer as a condition of the sale of Lots within the subdivision and to assist the owner in becoming aware of the nature and source of other restrictions:

NOW, THEREFORE the Developer hereby declares and provides that the Lots are subject to the following restrictions, covenants, conditions, easements and notices.

**I. STATEMENT OF PURPOSES**

The general purposes of this Declaration are to help ensure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty of the Subdivision; to ensure the most appropriate development and improvement of each Lot, including construction of attractive and harmonious residential structures; and to ensure the highest and best residential development of the Subdivision.

**II. DEVELOPER'S INTENT TO DEVELOP SUBDIVISION IN PHASES**

(a) Overall Covenants. This Declaration provides covenants, restrictions and conditions that are general in nature and may apply to the entire Subdivision. However, Owners should be aware that the Developer intends on developing the Subdivision in multiple phases and that the Developer intends on recording the covenants and restrictions separately for each phase and each recording may contain matters specific to each phase of the Subdivision.

(b) Specific Covenants - Plat of Holland Fields. Additional covenants that are specific to the various phases of the Subdivision, otherwise know as the Plat of Holland Fields, may be attached as exhibits as adopted by the Developer, which additions may involve new matters or change matters addressed herein and may be restricted to specific phases or specific lots. Any such covenants or restrictions so attached shall be considered incorporated into the general covenants and restrictions and shall be effective prospectively as of the date recorded.

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III. COVENANTS AND RESTRICTIONS

1. The Lots shall be used for residential purposes only and no structures shall be erected, altered, placed or permitted to remain on any lot or part thereof other than in compliance with the following:

- a. Each Lot shall be utilized exclusively for structures. No animals may be kept on any of the premises except a maximum of two (2) domestic animals per dwelling unit. Any permitted domestic animal must be housed within the principal structure. Commercial animal boarding, kenneling, or treatment is expressly prohibited whether for fee or not. Accessory or out-buildings are expressly prohibited unless they are approved by the Developer. Where public walks exist, it is the responsibility of the abutting lot owner to maintain same in a safe and traversable condition. The owner shall be responsible for maintaining the Lot in a neat appearance.
- b. Dog houses not exceeding 3' x 4' and attached to the principal structure will be allowed in R2 and R3A districts only and in such case, under the following conditions: All plans, including elevation, materials, color, and site plan, must be submitted and approved by the Developer. The plans must also contain the approval signatures of all adjacent property owners. Landscaping and/or fencing will be required to provide screening for the adjacent property owners.
- c. Parking of service vehicles including, but not limited to trucks, semi-trailers and trailers owned or operated by residents on the lots is prohibited unless they are kept in garages. Storage of boats, travel trailers, mobile homes, campers and other recreational vehicles are prohibited unless kept inside garages. This shall not prohibit the temporary storage of such vehicles for the purpose of loading and unloading. Any other motor vehicles owned or operated by residents of the homes shall also be kept inside garages, except that residents may park in driveways such other licensed motor vehicles which are in regular, daily use, properly maintained. For this purpose, any other motor vehicle shall be considered in regular, daily use if a resident uses the motor vehicle for travel to and from the resident's lot at least once every 72 hours.
- d. No building previously erected elsewhere shall be moved upon any Lot, except new prefabricated construction which has been approved by the Developer.
- e. No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or will become a nuisance to the neighborhood. Nuisances such as loud or unreasonable noise shall not be permitted to exist upon any Lot so as to be detrimental to any other Lot or its occupants.

- f. No clothes lines or other clothes drying apparatus shall be permitted in any yard area on a permanent basis.
- g. Exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent lots.
- h. No fence shall be erected on any part of any Lot without the approval of the Developer, except that fences surrounding swimming pools are permitted up to a height of five feet; however, approval must be obtained from the Developer concerning style and material.
- i. No wind-powered electric generators, exterior television or radio receiving or transmission antenna or satellite signal receiving station or dish shall be placed or maintained upon any portion of a lot or building without prior written approval of the Developer. Small DBS systems are approvable.
- j. No firewood or wood pile shall be kept outside a structure except in an R2 or R3 district or in an owner-occupied R-4 complex, and then, only if it is neatly stacked, placed in a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Developer.
- k. No active solar collector or apparatus may be installed on any lot unless such installation is first approved in writing by the Developer, who may consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat or parallel to the plane of the roof are preferred but still must be approved by the Developer.
- l. No garbage, refuse, rubbish, or cuttings shall be deposited on any street or road or on any lot or outlot unless placed in a suitable sanitary container. No lot or outlot shall be used or maintained as a dumping ground for rubbish, trash, leaves, lawn clippings, rocks, or earth. Trash, garbage, or other waste shall not be kept except in sanitary containers. This section shall not prohibit the construction and operation of a compost. There shall be no incinerator or similar equipment kept or used on any lot.
- m. No building material of any kind or character shall be stored upon any lot except in connection with construction approved by the Developer as hereafter provided. Construction shall be promptly commenced and be diligently pursued as soon as any building materials are placed on any lot.
- n. No signs of any type shall be displayed to public view on any lot without the prior written consent of the Developer except lawn signs used by a builder, licensed real estate Broker, owner or the Developer to advertise the property. Any such lawn sign shall not exceed 7 square feet in size. Developer, however, may display a sign of any size to identify the

- subdivision and/or its Developer. Further excepted from this provision is any permanent signs identifying the name of an apartment building or complex in an R4 district.
- o. Front yard decorations, including wildlife reproductions, other than approved lighting, mailboxes, or seasonal decorations are discouraged and may be removed by the Developer or its successors.
  - p. Exterior yard post lights shall be of a design which is harmonious with the style and architecture of the home on that lot.
  - q. In order to promote uniformity of the development, homeowners shall select mailboxes from a list of available styles approved by the Developer.
  - r. Other building requirements or restrictions may be required or agreed to by the Developer on a case by case or phase by phase basis and not made a part of these Covenants and Restrictions or any amendments hereto. Such requirements shall be in addition to and not in lieu of these Covenants and Restrictions unless expressly designated in writing. Such provisions may be transferred by the Developer to any successor and may be enforced in the same manner as other similar restrictions provided herein.
2. Each residential structure shall have a minimum of the following floor area of finished living space:
- a. Single-story houses shall have not less than 1,400 square feet.
  - b. Split level and bi-level houses shall have not less than a total of 1,300 square feet on the two main living areas.
  - c. Raised ranch houses shall have not less than a total of 1,400 square feet on the main level.
  - d. Two-story houses shall have not less than a total of 1,700 square feet on the first and second floor areas of the house.
  - e. The above minimum requirements may be waived by Developer or its successor, in the event the proposed architecture and quality of the house is determined by the Developer to present an appearance compatible with other houses in the development. For the purpose of determining floor area, stair openings shall be included but open porches, screened porches, attached garages, and basements, even if the basements are finished for living or recreational use, shall be excluded.
  - f. Each home shall have an attached or basement garage having not less than two (2) nor more than three (3) automobile stalls.
3. As long as the Developer has title to or an interest in any of the land in the final plat of Holland Fields approved by the Town of

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Windsor, no structure, whether residence, tennis court, swimming pool, antenna (whether located on a structure or on a lot), flag pole, wall, landscaping, or other improvements shall be constructed, maintained, or used upon any lot and no alteration or repainting to the exterior of a structure shall be made unless complete plans, specifications, colors, landscaping plan and plot plans therefor, shall have been submitted to and approved in writing by the Developer or its agent appointed in writing for such purpose.

To insure and secure the erection of attractive single-family homes which are properly located on the Lot in accordance with the topography and desired finished grade elevation and which conform and harmonize in external design, size, and quality with other structures in the subdivision, the Developer shall have the right to approve or disapprove plans, materials and specifications. Developer shall enforce and pay particular attention to the following:

- a. Exterior elevations, location of chimneys, windows, materials and colors. All exterior chimney flues shall be enclosed.
- b. Roof; material, tone and pitch (not less than 5 to 12).
- c. Quality of materials specified.
- d. Soffits may be either aluminum or wood.
- e. All wood siding types will be permitted, although only one type of siding is desirable per house. Because colors available in stains and paints vary greatly for wood, desired color schemes must be submitted to the Developer for approval. It is the intent of the Developer to discourage use of solid reds and dark browns, while other colors will be individually reviewed.

Except in certain cases, it is not the intent of the Developer to limit color choices for exterior treatment. The intent is to coordinate trim and siding colors to provide the most aesthetic combination for a particular house. The builder must submit his choices for approval to the Developer before siding application begins.

- f. Developer reserves the right to require brick, stone, shutters, corner boards, windows and/or other items which it deems necessary to be added to the plan.
- g. No plan shall be approved unless the builder furnishes to Developer a site plan which indicates the elevation of the house relative to the street elevation. Such approval shall not be granted unless the finished grade is compatible to the finished grade of adjacent lots, if such lots have previously been approved; or unless such grade is compatible to what Developer or its subsequent approving authority deems to be a reasonably desirable grade level for the lot in question. Violation of the grading plan as submitted shall allow either Developer or its successor or any of the adjacent neighbors a

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cause of action of injunction or damages against the person or persons violating such grading plan.

- h. Architectural Approval by Developer shall be given within thirty (30) days after Developer's receipt of two complete sets of plans and a site plan, as required by this Declaration. A complete set of plans shall include but not be limited to the following: construction plans, all exterior elevations and grades, exterior materials and colors, landscape plan including planting material, type of plant, and size. Approval or disapproval, as required in these covenants and restrictions, shall be in writing. In the event the Developer fails to reject such plans in writing within thirty (30) days after receipt of the complete set of plans, the Developer shall be deemed to have given its consent and approval to the plans as submitted.

This procedure shall apply to all other approvals required from the Developer or its successor.

- i. The Developer reserves the right to establish, modify, remove or add building controls and restrictions from time to time. Each owner shall be bound by the controls or restrictions in existence at the date of the formation of the buyers purchase agreement.
- j. Building controls or restrictions may be established by Developer at any time and shall be effective on the date declared by the Developer provided the owner receives actual or construction notice thereof at or prior to the formation of the purchase agreement.
- k. Certain lots in the subdivision abut wetlands or environmental corridors. **IT IS EACH BUYERS' DUTY TO KNOW AND UNDERSTAND THE LAW AND THE RULES CONCERNING WETLANDS, ENVIRONMENTAL CORRIDORS, BUFFER ZONES AND OTHER RESTRICTIONS CONTROLLING THE USE AND ENJOYMENT OF PROPERTIES SO AFFECTED. BUFFER ZONES RESTRICTING BUILDING MAY EXIST ON THE LOTS.**
4. Landscaping Requirements - No owner of any Lot shall grade or obstruct any drainage swale which is in existence at the time of development so as to impede the flow of drainage water from other lots across such swale.

The following are Landscaping Requirements and shall be considered as minimums.

- a. Street trees may be planted in the street terrace by the Town of Windsor and assessed to the present owner of the lot at the time the trees are installed. The tree variety will vary from street to street as directed by the Town of Windsor.
- b. A minimum of \$700.00 shall be spent on plantings (not including sod or grass seeding) in the front yard including one (1) conifer, a minimum of four feet tall on the front lawn and

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chosen from any of the following varieties--Colorado Green or Blue Spruce, Black Hills Spruce, Austrian Pine or Douglas Fir.

- c. Front yard and side yards shall be sodded. This includes street terraces on corner lots. The balance of the yard shall be sodded or seeded.
- d. All landscaping will be completed immediately upon substantial completion of construction, weather permitting.
- e. All driveways shall be concrete and installed immediately upon substantial completion of construction, weather permitting.
- f. Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. Complete visual screening of any front, rear, or side boundary of the premises is prohibited without approval of the Developer.
- g. Each residential structure erected shall have its external construction completed within twelve (12) months from date of issuance of building permit except for delays in completion due to casualty, war, strike, or other act of God.
- h. All areas of lots not used as a building site or lawn or under cultivation as a family garden shall have grass cover or finish tended to keep it free of noxious weeds.
- i. Owners shall mow the vacant portion of their lots a minimum of every three weeks during the growing season and shall shovel snow off any adjacent sidewalks within the time frame dictated by local ordinance.
- j. Certain areas dedicated to the public but unimproved shall be mowed and shoveled by the adjacent land owners, to wit:
  - i. Old Amsterdam Way: That portion of Outlot 1 west of Old Amsterdam Way between lots 9 and 10 shall be mowed and shoveled only by the owners of Lots 9 and 10, each maintaining that portion from the owner's lot line to the center of the dedicated area along Old Amsterdam.
  - ii. Zieder Zee Street: Those portions of Outlot 1 west of Zieder Zee between lots 10 and 11 and between 11 and 12 shall be mowed and shoveled only by the owners of Lots 10 and 11 and 11 and 12 respectively, each maintaining that portion from the owner's lot line to the center of the dedicated area along Zieder Zee.
  - iii. Low Countries Road. That portion of Low Countries Road east of Rembrandt Road, until improved, shall be mowed and shoveled only by the owners of Lots 103 and 135, each maintaining that portion from the owners' lot line to the center of the dedicated roadway.

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- iv. Johann de Witte Road. That portion of Johann de Witte Road north of Hauge Court, until improved shall be mowed and shoveled only by the owners of Lots 30 and 50, each maintaining that portion from the owners lot line to the center of the dedicated roadway.
5. The Developer shall not be liable for damages to any person submitting a request for approval, or to any owner, tenant, or mortgagee of any of the Lots or anyone else by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

Developer's review of plans does not include review for structural soundness or compliance with any applicable building codes and practices. Developer is not representing that the home or site plan meets any state, federal, county, or local setback requirements, statutes, building codes, or ordinances. It is the Builder and/or Lot Owner's sole responsibility to insure compliance with all such requirements. Developer is not liable for any such matters.

6. The Developer shall have the power and absolute discretion to authorize a variance from any of the requirements of these Restrictions and Covenants.
7. The structures on and the grounds of each lot shall be maintained in a neat and attractive manner. Upon the owner's failure to do so, the Developer may, at its option, after giving the owner thirty (30) days written notice sent to the Owner's last known address, have grass, weeds, and vegetation cut and removed as often as in its judgment the same is necessary, and have dead trees, shrubs, and plants removed from any lot.
8. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Developer may, at its option, after giving the owner ninety (90) days written notice, make repairs and improve the appearance in a reasonable and workmanlike manner.
9. The cost of such maintenance referred to in Paragraphs 7 and 8 shall be assessed against the lot upon which such maintenance is done and shall be paid by the lot owner upon demand made by the Developer.
10. For the sole purpose of performing the maintenance referred to in Paragraphs 7 and 8, the Developer, through its duly authorized agents or employee, shall have the right, after reasonable notice to the owner, to enter upon any lot at reasonable hours on any business day.
11. These covenants and restrictions shall run with the land and shall be binding upon all owners of property covered by this document for a period of 30 years from the date this document is recorded, after which time they shall automatically stand renewed for successive 10 year periods unless an instrument terminating or changing the covenants in whole or in part is signed by at least 66% of the

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property owners.

These covenants and restrictions may be amended at any time by an instrument signed by not less than ninety percent (90%) of the lot owners. There shall be one vote for each Lot. While Developer owns any lots in the plat of Holland Fields, no amendment may take place without the Developer's prior written consent.

12. Any notice required to be sent to any owner under the provisions of these covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner on the public tax records at the time of such mailing.
13. If any person, or his heirs, successors or assigns shall violate or attempt to violate any of these covenants or restrictions, any person or persons owning any Lot shall have standing to bring legal proceedings to enjoin the violation or for damages, or both. The prevailing party shall be awarded reasonable attorneys' fees and costs. Violation of any of these restrictions shall not cause any forfeiture of title.
14. Except as provided below, no Lot as platted shall be re-subdivided. This covenant shall not be construed to prevent the use of one Lot and part or all of another Lot as one building site, provided the Developer approves such use.
15. Invalidation of any one of these covenants or any severable part of any covenant by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.
16. All Lots are further subject to all applicable zoning laws, ordinances, building codes and development agreements.
17. Unless sooner relinquished in writing by Developer, Developer shall have all the rights granted Developer under these covenants until the 90th day following the closing of the sale by Developer of the last lot which it owns in the entire plat of Holland Fields on or before the 90th day the Developer will mail out notices to each lot owner notifying them of a meeting to be held at the Town Hall or such other location as may be convenient. The purpose of this meeting will be to elect a three member committee (the Committee) from among the owners of the Lots to act as the successor of Developer to perform all of Developer's obligations and to possess all of Developer's rights under these covenants. If Developer does not timely call the meeting to elect a Committee, at any time after that 90th day any owner of the Lots may call a meeting of all the owners to elect the initial members of the Committee. Once the initial members are elected, the owners shall have the right to remove and replace members of the Committee at any time with or without cause. A member may resign from the Committee at any time.

For the purpose of electing or replacing members of the Committee, a quorum of the owners shall consist of 40% of the owners. Members of

