

Document Number



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DANE COUNTY

REGISTER OF DEEDS

DOCUMENT #

4370701

10/31/2007

02:52PM

Exempt #:

Rec. Fee: 65.00

Pages: 28

Record this document with the Register of Deeds

Name and Return Address:

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

See Exhibit "A"
(Parcel Identification Number)

WHEREAS, IAF Development, LLC, a Wisconsin Limited Liability Company (the "Developer") are the owners and developers of the Plat of Ice Age Falls, City of Madison, Dane County, WI (the "Plat") and caused to be placed of record that certain Declaration of Protective Covenants and Restrictions (the "Original Declaration") on the Plat, which such Original Declaration was recorded on August 8, 2003 with the Dane County Register of Deeds office ("Register of Deeds") as Document No. 3781922; and

WHEREAS, Developer recorded a First Amendment to the Declaration of Protective Covenants and Restrictions of the Plat Ice Age Falls, on February 5, 200 with the Register of Deeds as Document No. 3870176 ("First Amendment"); and

WHEREAS, Developer recorded a Second Amendment to the Declaration of Protective Covenants and Restrictions of the Plat Ice Age Falls, on February 24, 2005 with the Register of Deeds as Document No.4024224 ("Second Amendment"); and

WHEREAS, Developer recorded a Third Amendment to the Declaration of Protective Covenants and Restrictions of the Plat Ice Age Falls, on June 7, 2005 with the Register of Deeds as Document No. 4063250 ("Third Amendment"); and

WHEREAS, Developer are owners and developer of the First Addition to Ice Age Falls, City of Madison, Dane County, WI , recorded on June October 9, 2006 with the Register of Deeds as Document No. 4242644 (the "First Addition Plat"); and

WHEREAS, Developer caused to be placed of record that certain Declaration of Design Guidelines ("Design Guidelines") on the Plat, which Design Guidelines were recorded on February 5, 2004 with the Register of Deeds as Document No. 3870242; and

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WHEREAS, Developer is, as of the date hereof, the fee simple owner of more than one lot in the Plat and the First Addition Plat and desires to amend certain provisions of the Declaration as set forth below.

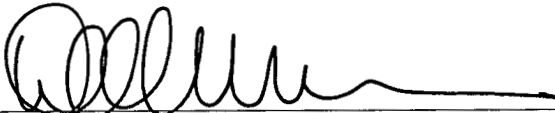
NOW, THEREFORE, Developer does hereby, for itself, and its successors and assigns, amend the Declaration as follows:

- 1) Developer does hereby declare that the real property 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 "Original Declaration", "First Amendment", "Second Amendment" and "Third Amendment" and that said real property shall be hereinafter referred to as Lots 233-241, of the Plat of First Addition to Ice Age Falls.
- 2) Developer does hereby declare that the real property described in the attached Exhibit "A", shall be and hereby is made subject to the terms, covenants and conditions of the Design Guidelines as described in Exhibit "B", attached hereto and incorporated herein by reference.
- 3) The minimum number of required landscape points and the Landscape Elements Schedule (as such terms are described in the Design Guidelines) for Lots 233-241 are set forth in the attached Exhibits "C" and "D", respectively, which such exhibits are incorporated herein by reference.
- 3) General.
 - (a) Governing Law. This Fourth Amendment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Wisconsin.
 - (b) Successors. This Fourth Amendment shall be binding upon all of the owners of the lots situated within the Plat, the First Addition Plat Lots 233-241, and their respective successors and assigns.
 - (c) Confirmation of Declaration and Covenants. Except as specifically amended by this Fourth Amendment, the Declaration shall remain in full force and effect and is hereby ratified and confirmed in all respects and as applicable to all lots situated within the Plat and the First Addition Plat, including Lots 233-241.
 - (d) Conflict. In the event the terms and conditions of the Declaration shall conflict with the terms and conditions of this Fourth Amendment, the terms and conditions of this Fourth Amendment shall control.
 - (e) Recitals. The Recitals set forth above are hereby incorporated fully as terms and conditions of this Fourth Amendment.
 - (f) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Declaration.

Dated as of the 30th day of October 2007.

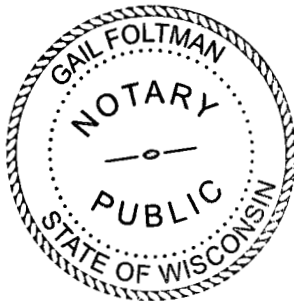
IAF DEVELOPMENT, LLC.

By: Veridian Development, LLC, Its Sole Member

By: 
Donald A. Esposito, Jr., Assistant Secretary

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me this 30th day of October, 2007, the above named Donald A. Esposito, Jr. to me known to be the Assistant Secretary of IAF Development, LLC, who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



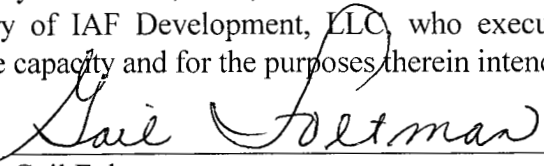

Gail Foltman
Notary Public, State of Wisconsin
My Commission expires: December 26, 2010

EXHIBIT "A"

FIRST ADDITION TO ICE AGE FALLS SUBDIVISION

OUT OF:

0608-022-0303-8, 0608-023-1501-5, 0608-023-1123-7, 0608-023-1124-5,
0608-023-1125-3, 0608-023-1126-1, 0608-023-1127-9, 0608-023-1128-7,
0608-023-1129-5, 0608-023-1130-2 & 0608-023-1131-0

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
233	0608-023-1132-8	7933 Oak View Dr
234	0608-023-1133-6	7929 Oak View Dr
235	0608-023-1134-4	7925 Oak View Dr
236	0608-023-1135-2	7921 Oak View Dr
237	0608-023-1136-0	7917 Oak View Dr
238	0608-023-1137-8	7913 Oak View Dr
239	0608-023-1138-6	7909 Oak View Dr
240	0608-023-1139-4	7905 Oak View Dr
241	0608-023-1140-1	7901 Oak View Dr
OUTLOT 18	0608-023-1141-9	2798 S High Point Rd

**ALL OF THE "OUT OF" PARCELS ARE OBSOLETE.*

Document No.

DANE COUNTY
REGISTER OF DEEDS
DOCUMENT #
3970242
02/05/2004 08:29:30AM
Trans. Fee:
Exempt #:
Rec. Fee: 51.00
Pages: 21

000679

DECLARATION OF DESIGN GUIDELINES

PLAT OF ICE AGE FALLS

DANE COUNTY, WI.

Return to:
Kay A. Millonzi
Veridian Homes, LLC.
6801 South Towne Drive
Madison, WI 53719

See Exhibit "B"
Parcel Identification Number(s)

Part A PREAMBLE

Declaration made this 26th day of January, 2004, by IAF Development, LLC., a Wisconsin Corporation (hereinafter "**Developer**").

WHEREAS, Developer is the owner of real property located in Dane County, Wisconsin described as Lots 1-232, inclusive and Outlots 1-17, inclusive, and further depicted for spatial relationship in Exhibit "A" attached hereto and incorporated herein by reference, and desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

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

WHEREAS, to the above end Developer desires to subject said real property, to the design criteria set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has thought it desirable for efficient maintenance and preservation of the values of said Development to create an Architectural Review Committee to which should be delegated and assigned the powers of administering the design guidelines, as set forth below.

A-1) Definitions.

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A) "Architectural Control Committee" (ACC) shall mean and refer to Developer established Committee consisting of three (3) members. So long as Developer has title to any Lot subject to this Declaration, Developer shall appoint the Committee.

B) "Developer" or shall mean and refer to IAF Development, LLC., a Wisconsin Corporation, or its successor and assigns.

C) "Lot" shall mean and refer to the lands described as The Plat of Ice Age Falls in Exhibit "A", now owned by Developer, but which Developer in the future intends to convey to purchasers who shall thereupon become bound by these design guidelines. The term "Property" or "Homesite" shall be synonymous with the term Lot.

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". A purchaser of any of said Properties by land contract shall be referred to as "Owner" instead of the land contract vendor.

E) "Subdivision" shall refer to the lands described as The Plat of Ice Age Falls in Exhibit "A". The term "Subdivision" is synonymous with the term "Development" or "Community".

Part B
DESIGN GUIDELINES FOR DWELLING UNITS

B-1) ARCHITECTURAL CHARACTER. Architecture within Ice Age Falls will be developed with a variety of American vernacular architectural styles in mind. These architectural styles, while not a comprehensive list, will offer a unique mixture of styles for the development, and will be applied with proportions and character in mind. The overall character of the development will be created so that the architectural styles are compatible and the overall cohesion of styles will help foster a unique setting without stifling the architectural creativity on the individual building level, creating a varied but integrated community. Style examples shall be as follows:

Traditional	Craftsman	Four Square	Midwestern Main St
Georgian	Gothic Revival	Greek Revival	Farmhouse
Italianate	Prairie	Saltbox	
Shingle	Southern Traditional	Victorian	

The requirements as itemized in the following section will be used as applicable to the context of the specific architectural style.

B-2) FRONT PORCH. Usable front porches are encouraged as both visual and functional design elements.

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

and a minimum width of 6'-0", exclusive of access to the front entry.

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B) Porch post style should be consistent with the overall architectural style of the house. Minimum standard porch design details include the following: nominal 4" x 4" columns with a ¾" board wrap at full height and a double wrap at the base and the top; porch balustrades, when provided, of nominal 2" x 2" square wood at a maximum of six inches (6") on center; and newel posts that are of the same design as the base of the column posts. Porch columns and railings shall be painted to match the trim color of the house.

B-3) GARAGE.

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

B) The garage cannot project beyond the face of the house or the open porch. For homes without porches adjacent to the garage, the garage face must be set back a minimum of 2'-0" from the front elevation.

C) Tandem, split or side entry garage are encouraged for three or four car garages. If a tandem space is not used for 3-car front entry garages, the third stall must have a minimum setback of the greater of two feet (2') from the two-car garage line or as required by compatible roof truss.

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

B-4) ORNAMENTAL DESIGN ELEMENTS.

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

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

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

D) The window wrap shall be 3½" smooth finish vinyl with colors as outlined in the Color Chart

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

B-5) ROOF/FACIAS/SOFFITS/EAVES.

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A) Roof Standards:

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

2) Materials and colors shall be as outlined in the approved neighborhood Color Chart.

3) Use of an eyebrow roof or projecting gable and as appropriate is required at brick walls not extending into a gable and are encouraged at double gable returns and porch column caps.

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

B) Fascia Standards:

1) 6" minimum aluminum fascia with colors as outlined in the Color Chart, or wood should be used when appropriate to the architectural style.

C) Soffit and Eave Standards:

1) Aluminum soffit and eave color shall match fascia.

2) A minimum twelve-inch (12") overhang is required at typical eaves and gable ends. However, six inches (6") is allowable with projections less than 6'-0" in width, such as the fireplace chase and a small bay window, and beyond structure line at open porches.

B-6) EXTERIOR WALL SURFACES.

A) Materials and colors shall be as outlined in the Color Charts developed for this community.

B) Variation of wall planes on primary elevations is encouraged.

C) Any elevations facing public streets or spaces shall have a minimum of two (2) windows and one (1) gable vent.

D) The use of brick or stone is encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, a soldier course is required at window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

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

Part C
DESIGN GUIDELINES FOR OTHER IMPROVEMENTS

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C-1) Fences. All fences must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the City of Madison may be required to construct fencing. Committee approval does not supercede the need for any municipal approvals or permits.

A) Fencing shall consist of wood and shall be stained or painted. Only two styles of fencing are permitted and are detailed in Exhibits "E-1" and "E-2".

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

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

3) Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot.

4) Fencing colors shall match the lighter of the home's trim or siding color.

B) Appropriate uses of fencing:

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

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

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

4) Fencing at side yards of corner lots may not project past the side yard setback for that side facing the street. Refer to your survey map to establish side yard setbacks for the side of the lot facing the street.

C) Inappropriate use of fencing:

1) Fencing in front yards shall not be permitted.

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

3) Fencing shall not meet porch or deck corners

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

C-2) Decks. All decks must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the City of Madison may be required to construct a deck. Committee approval does not supercede the need for any municipal approvals or permits.

A) Appropriate deck design shall incorporate the following criteria:

- 1) Deck(s) shall be proportionate in size to the footprint of the dwelling
- 2) Deck(s) shall be proportionate in length and width
- 3) Deck(s) shall not project past the rear or side yard setbacks
- 4) Deck(s) at side yards of corner lots may not project past the corner of the home or garage for that side facing the street.

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- 5) Deck(s) must be stained or painted

B) Inappropriate deck design:

- 1) Deck(s) in front yards shall not be permitted.
- 2) Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.
- 3) Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

C-3) Kennels/Runs. All dog kennels or dog runs must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the City of Madison may be required to construct fencing. Committee approval does not supercede the need for any municipal approvals or permits.

A) Fencing surrounding kennel or run shall consist of wood and shall be stained or painted. Only two styles of fencing are permitted and are detailed in Exhibits "E-1" and "E-2".

- 1) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
- 2) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
- 3) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run.
- 4) Fencing colors shall match the lighter of the home's trim or siding color.

B) Appropriate placement of kennels or runs:

- 1) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.
- 2) Kennel or run shall meet up with the corners of the home or garage and may not project past the face of home or garage.
- 3) Only one kennel or run is permitted per Lot.
- 4) Kennels must be oriented with the long side parallel to home.

C) Inappropriate placement of kennels or runs:

- 1) Kennel or run in front or side yards shall not be permitted.
- 2) Kennel or run shall not occur in freestanding segments or be

placed arbitrarily on the lot.

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3) Kennel or run shall not meet porch or deck corners

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

C-4) Outbuildings. No outbuilding or accessory building of any nature shall be erected on any Lot.

C-5) Antennae/Wind Powered Electric Generators. No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot without prior written approval of the Committee.

A) Appropriate antennae or satellite dish placement:

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

2) Antennae or satellite dish shall be placed in rear yards or on the rear roofline of home and shall not be visible from curb directly in front of the home.

3) Antennae or satellite dish shall not project past the upper most roof
ridgeline

B) Inappropriate antennae or satellite dish placement:

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

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

C-6) Firewood Storage. No firewood or woodpile shall be kept on any lot unless it is neatly stacked, placed in the rear yard and screened from street view by plantings or a fence first approved in writing by the Committee.

C-7) 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.

C-8) Lighting. Exterior lighting installed on any Lot shall either by indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots.

C-9) Landscaping Requirements. Pursuant to Section B-4 of the Declaration of Conditions, Covenants and Restrictions, Developer hereby imposes upon all Lots described in Exhibit "B", attached hereto and incorporated herein by reference, the requirement that the Owners thereof install landscaping on such Lots which meets or exceeds the minimum number of points for landscaping set forth in Exhibit "C". The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference. All terms, covenants and conditions of Section B-4 of the Declaration of Conditions, Covenants and Restrictions, as amended herein, shall be applicable to the landscaping to be installed pursuant to the terms of this paragraph.

Part D
GENERAL PROVISIONS

000686

D-1) Term. This Declaration of Design Guidelines shall run with the Property and Common Property, and shall be binding on Developer and all Members and their successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date recorded, after which time said Declaration of Design Guidelines 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 Declaration of Design Guidelines in whole or in part or to terminate the same.

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

D-3) Severability. Invalidation of any one of the provisions of the Declaration of Design Guidelines by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

D-4) Governing Law. This Declaration of Design Guidelines shall be construed and enforced in accordance with the terms of the laws of the State of Wisconsin. The terms of this Declaration of Design Guidelines are not intended to replace or affect any applicable laws, ordinances, rules or regulations of the City of Madison. In the event any term contained in this Declaration of Design Guidelines conflicts with, or is incompatible with, applicable laws, ordinances, rules or regulations of the City of Madison, the City of Madison provisions shall control unless the specific terms contained in this Declaration of Design Guidelines are more restrictive, in which event the more restrictive requirements control.

D-6) Approval Requests.

A) Approval Requests to the Architectural Control Committee shall be given in writing to the Architectural Control Committee at the following address:

Ice Age Falls Architectural Control Committee
6801 South Towne Drive
Madison, WI 53713.

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

C) Approval request must contain appropriate sufficient information to allow the Architectural Control Committee to pass judgment on the merits of the request including:

1) Copy of lot plan with proposed improvements drawn to scale plus

2) For deck, fence, kennel or run: plans and elevations drawn to scale with dimensions and designating all materials types.

3) For antennae or disk: elevation plan with proposed location

4) For landscaping: complete landscaping plan denoting location, size and type of plantings and/or decorative elements, drawn to scale and a spreadsheet summary of point values indicating compliance with minimum number of landscaping points pursuant to Exhibit "C".

D-7) Amendment. At any time until Developer conveys all of the Lots which comprise the entire Property, including all Phases, or turns control of the Association over to its Members, whichever occurs first, Developer may modify, amend, alter and grant variances to this Declaration of Design Guidelines without the consent of any Member, Owner or Occupant, their Mortgagees or any other party, including the Association and its Board of Directors.

D-8) No Waiver. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. Failure to enforce any provision of this Declaration of Design Guidelines shall not operate as a waiver of any such provision or any other provision of this Declaration of Design Guidelines.

D-9) Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

D-10) Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

D-11) Captions. The captions and article and section headings in this Declaration of Design Guidelines are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

D-12) Remedies. All remedies herein are cumulative.

D-13) Miscellaneous. Except as amended herein, all terms, Declaration of Conditions, Covenants and Restrictions of the shall remain unchanged.

IN WITNESS WHEREOF, the said Great Neighborhoods, Inc., a Wisconsin Corporation, has caused these presents to be signed and sealed this 24th day of January, 2004.

IAF Development, LLC., a Wisconsin Corporation

By:  _____

Print Name: DONALD A. ESPOSITO, JR

Print Title: ASSISTANT SECRETARY

EXHIBIT "A"

000689

**Ice Age Falls Subdivision
Metes & Bounds**

Beginning at the Southwest corner of said Section 2. thence $N0^{\circ} 18' 39'' W$. 2637.08 feet along the West line of said SW1/4 to the W1/4 corner of said Section 2. thence $S89^{\circ} 22' 35'' E$ along the North line of said SW1/4. 2665.73 feet to the Center of said Section 2. thence $S0^{\circ} 14' 41'' W$. along the East line of said NE1/4-SW1/4. 1323.89 feet. thence $N89^{\circ} 15' 29'' W$. 1326.50 feet along the South line of said NE1/4-SW1/4. thence $S0^{\circ} 01' 57'' E$. 1321.17 feet. along the East line of said SW1/4-SW1/4. thence $N89^{\circ} 08' 20'' W$. 1320.13 feet. along the South line of said SW1/4-SW1/4 to the point of beginning. Parcel contains 120.744 acres. more or less

EXHIBIT B

2003

ICE AGE FALLS

Out of 0608-023-0801-0 & 0802-8

Agricultural Area 960

Residential Area 3

Madison School District

000600

Completed 11/3/2003

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
1	0608-023-0313-5	2933 INTERLAKEN PASS
2	0608-023-0314-3	2929 INTERLAKEN PASS
3	0608-023-0315-1	2925 INTERLAKEN PASS
4	0608-023-0316-9	2921 INTERLAKEN PASS
5	0608-023-0317-7	2917 INTERLAKEN PASS
6	0608-023-0318-5	2913 INTERLAKEN PASS
7	0608-023-0319-3	2909 INTERLAKEN PASS
8	0608-023-0320-0	2905 INTERLAKEN PASS
9	0608-023-0321-8	2901 INTERLAKEN PASS
10	0608-023-0259-1	2885 INTERLAKEN PASS 7506 LINDEMANN TRL
11	0608-023-0258-3	2881 INTERLAKEN PASS
12	0608-023-0257-5	2877 INTERLAKEN PASS
13	0608-023-0256-7	2873 INTERLAKEN PASS
OUTLOT 1	0608-023-0255-9	2869 INTERLAKEN PASS
14	0608-023-0254-1	2865 INTERLAKEN PASS
15	0608-023-0253-3	2861 INTERLAKEN PASS
16	0608-023-0252-5	2857 INTERLAKEN PASS
17	0608-023-0251-7	2853 INTERLAKEN PASS
18	0608-023-0250-9	2849 INTERLAKEN PASS
19	0608-023-0249-2	2845 INTERLAKEN PASS
20	0608-023-0248-4	2841 INTERLAKEN PASS
21	0608-023-0247-6	2837 INTERLAKEN PASS
22	0608-023-0246-8	2833 INTERLAKEN PASS
23	0608-023-0245-0	2829 INTERLAKEN PASS
24	0608-023-0244-2	2825 INTERLAKEN PASS
25	0608-023-0243-4	2821 INTERLAKEN PASS
26	0608-023-0242-6	2817 INTERLAKEN PASS
27	0608-023-0241-8	2813 INTERLAKEN PASS
28	0608-023-0240-0	2809 INTERLAKEN PASS
29	0608-023-0239-3	2805 INTERLAKEN PASS
30	0608-023-0238-5	2801 INTERLAKEN PASS
31	0608-023-0237-7	7739 CRAWLING STONE RD
32	0608-023-0236-9	7735 CRAWLING STONE RD
OUTLOT 2	0608-023-0235-1	7731 CRAWLING STONE RD 7625 CRAWLING STONE RD 2801 S HIGH POINT RD
33	0608-023-0234-3	7729 CRAWLING STONE RD
34	0608-023-0233-5	7725 CRAWLING STONE RD

35	0608-023-0232-7	7721 CRAWLING STONE RD
36	0608-023-0231-9	7717 CRAWLING STONE RD
37	0608-023-0230-1	7713 CRAWLING STONE RD
38	0608-023-0229-4	7709 CRAWLING STONE RD
39	0608-023-0228-6	7705 CRAWLING STONE RD
40	0608-023-0227-8	7701 CRAWLING STONE RD
41	0608-023-0226-0	7621 CRAWLING STONE RD
42	0608-023-0225-2	7617 CRAWLING STONE RD
43	0608-023-0224-4	7613 CRAWLING STONE RD
44	0608-023-0223-6	7609 CRAWLING STONE RD
45	0608-023-0222-8	7605 CRAWLING STONE RD
46	0608-023-0221-0	7601 CRAWLING STONE RD
47	0608-023-0220-2	7537 CRAWLING STONE RD
OUTLOT 3	0608-023-0260-8	2909 S HIGH POINT RD
48	0608-023-0408-4	1 CRAWLING STONE CIR 7530 CRAWLING STONE RD
49	0608-023-0409-2	5 CRAWLING STONE CIR
50	0608-023-0410-9	9 CRAWLING STONE CIR
51	0608-023-0411-7	13 CRAWLING STONE CIR
52	0608-023-0412-5	17 CRAWLING STONE CIR
53	0608-023-0413-3	18 CRAWLING STONE CIR
54	0608-023-0414-1	14 CRAWLING STONE CIR
55	0608-023-0415-9	10 CRAWLING STONE CIR
56	0608-023-0416-7	6 CRAWLING STONE CIR
57	0608-023-0417-5	2 CRAWLING STONE CIR 7602 CRAWLING STONE RD
58	0608-023-0418-3	7610 CRAWLING STONE RD
59	0608-023-0419-1	7614 CRAWLING STONE RD
60	0608-023-0420-8	7618 CRAWLING STONE RD 7641 LINDEMANN TRL
61	0608-023-0421-6	7637 LINDEMANN TRL
62	0608-023-0422-4	7633 LINDEMANN TRL
63	0608-023-0423-2	7629 LINDEMANN TRL
64	0608-023-0424-0	7621 LINDEMANN TRL
OUTLOT 4	0608-023-0425-8	7617 LINDEMANN TRL
65	0608-023-0426-6	7613 LINDEMANN TRL
66	0608-023-0427-4	7609 LINDEMANN TRL
67	0608-023-0428-2	7601 LINDEMANN TRL 2902 INTERLAKEN PASS
68	0608-023-0429-0	2906 INTERLAKEN PASS
69	0608-023-0430-7	2910 INTERLAKEN PASS
70	0608-023-0431-5	2914 INTERLAKEN PASS
71	0608-023-0432-3	2918 INTERLAKEN PASS
72	0608-023-0433-1	2922 INTERLAKEN PASS
73	0608-023-0434-9	2926 INTERLAKEN PASS
74	0608-023-0435-7	2930 INTERLAKEN PASS
75	0608-023-0436-5	2934 INTERLAKEN PASS
76	0608-023-0901-8	7602 LINDEMANN TRL 2878 INTERLAKEN PASS
77	0608-023-0902-6	7606 LINDEMANN TRL

78	0608-023-0903-4	7610 LINDEMANN TRL
79	0608-023-0904-2	7614 LINDEMANN TRL
OUTLOT 5	0608-023-0905-0	7618 LINDEMANN TRL 7718 CRAWLING STONE RD 2874 INTERLAKEN PASS
80	0608-023-0906-8	7622 LINDEMANN TRL
81	0608-023-0907-6	7626 LINDEMANN TRL
82	0608-023-0908-4	7630 LINDEMANN TRL
83	0608-023-0909-2	7634 LINDEMANN TRL
84	0608-023-0910-9	7638 LINDEMANN TRL
85	0608-023-0911-7	7642 LINDEMANN TRL 7702 CRAWLING STONE RD
86	0608-023-0912-5	7706 CRAWLING STONE RD
87	0608-023-0913-3	7714 CRAWLING STONE RD
88	0608-023-0914-1	7722 CRAWLING STONE RD
89	0608-023-0915-9	7726 CRAWLING STONE RD
90	0608-023-0916-7	7730 CRAWLING STONE RD
91	0608-023-0917-5	1 GLACIER CIR 7736 CRAWLING STONE RD
92	0608-023-0918-3	5 GLACIER CIR
93	0608-023-0919-1	9 GLACIER CIR
94	0608-023-0920-8	14 GLACIER CIR
95	0608-023-0921-6	10 GLACIER CIR
96	0608-023-0922-4	6 GLACIER CIR
97	0608-023-0923-2	2 GLACIER CIR 2802 INTERLAKEN PASS
98	0608-023-0924-0	2806 INTERLAKEN PASS
99	0608-023-0925-8	2814 INTERLAKEN PASS
100	0608-023-0926-6	2822 INTERLAKEN PASS
101	0608-023-0927-4	2830 INTERLAKEN PASS
102	0608-023-0928-2	2834 INTERLAKEN PASS
103	0608-023-0929-0	2846 INTERLAKEN PASS
104	0608-023-0930-7	2854 INTERLAKEN PASS
105	0608-023-0931-5	2858 INTERLAKEN PASS
106	0608-023-0932-3	2862 INTERLAKEN PASS
107	0608-023-0933-1	2866 INTERLAKEN PASS
108	0608-023-0934-9	2870 INTERLAKEN PASS
OUTLOT 6	0608-023-1001-5	7802 STRATTON WAY 2918 S HIGH POINT RD
109	0608-023-1002-3	7806 STRATTON WAY
110	0608-023-1003-1	7810 STRATTON WAY
111	0608-023-1004-9	7814 STRATTON WAY
112	0608-023-1005-7	7818 STRATTON WAY
OUTLOT 7	0608-023-1006-5	7822 STRATTON WAY
113	0608-023-1007-3	7826 STRATTON WAY 2949 WINTER PARK PL
114	0608-023-1008-1	2945 WINTER PARK PL
115	0608-023-1009-9	2937 WINTER PARK PL
116	0608-023-1010-6	2933 WINTER PARK PL
117	0608-023-1011-4	2929 WINTER PARK PL

118	0608-023-1012-2	2925 WINTER PARK PL
119	0608-023-1013-0	2921 WINTER PARK PL
120	0608-023-1014-8	2917 WINTER PARK PL
121	0608-023-1015-6	2913 WINTER PARK PL
122	0608-023-1016-4	2909 WINTER PARK PL
123	0608-023-1017-2	2905 WINTER PARK PL
124	0608-023-1018-0	2901 WINTER PARK PL 2851 SNOWMIST TRL
125	0608-023-1019-8	2821 SNOWMIST TRL
126	0608-023-1020-5	2813 SNOWMIST TRL
127	0608-023-1021-3	2809 SNOWMIST TRL
128	0608-023-1022-1	2805 SNOWMIST TRL
129	0608-023-1023-9	2910 S HIGH POINT RD 2801 SNOWMIST TRL 2787 OAK VIEW DR 2902 S HIGH POINT RD
OUTLOT 9	0608-023-1122-9	2802 S HIGH POINT RD 2802 SNOWMIST TRL 7801 OAK VIEW DR
130	0608-023-1101-3	2814 SNOWMIST TRL
131	0608-023-1102-1	2818 SNOWMIST TRL
132	0608-023-1103-9	2822 SNOWMIST TRL
133	0608-023-1104-7	2826 SNOWMIST TRL
134	0608-023-1105-5	2902 SNOWMIST TRL
135	0608-023-1106-3	2906 SNOWMIST TRL
136	0608-023-1107-1	2910 SNOWMIST TRL
137	0608-023-1108-9	2914 SNOWMIST TRL
138	0608-023-1109-7	2918 SNOWMIST TRL
139	0608-023-1110-4	2922 SNOWMIST TRL
140	0608-023-1111-2	2926 SNOWMIST TRL
141	0608-023-1112-0	2930 SNOWMIST TRL
142	0608-023-1113-8	2934 SNOWMIST TRL
143	0608-023-1114-6	2938 SNOWMIST TRL
144	0608-023-1115-4	2942 SNOWMIST TRL
145	0608-023-1116-2	2946 SNOWMIST TRL
146	0608-023-1117-0	2950 SNOWMIST TRL
147	0608-023-1118-8	2954 SNOWMIST TRL
148	0608-023-1119-6	2958 SNOWMIST TRL
149	0608-023-1120-3	2962 SNOWMIST TRL 7914 STRATTON WAY
OUTLOT 10	0608-023-1121-1	7918 STRATTON WAY
OUTLOT 11	0608-023-1201-1	7917 STRATTON WAY 3034 SNOWCAP TRL
150	0608-023-1202-9	7913 STRATTON WAY 3002 SNOWCAP TRL
151	0608-023-1203-7	3006 SNOWCAP TRL
152	0608-023-1204-5	3010 SNOWCAP TRL
153	0608-023-1205-3	3014 SNOWCAP TRL
154	0608-023-1206-1	3018 SNOWCAP TRL
155	0608-023-1207-9	3022 SNOWCAP TRL

156	0608-023-1208-7	3026 SNOWCAP TRL
157	0608-023-1209-5	3030 SNOWCAP TRL
158	0608-023-1210-2	3036 SNOWCAP TRL
159	0608-023-1211-0	3040 SNOWCAP TRL
160	0608-023-1212-8	3044 SNOWCAP TRL
161	0608-023-1213-6	3048 SNOWCAP TRL
162	0608-023-1214-4	3052 SNOWCAP TRL
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165	0608-023-1217-8	3064 SNOWCAP TRL
166	0608-023-1218-6	3068 SNOWCAP TRL
167	0608-023-1219-4	3072 SNOWCAP TRL 3102 S HIGH POINT RD
168	000694 0608-023-1220-1	3076 SNOWCAP TRL
169	0608-023-1221-9	3080 SNOWCAP TRL 3102 WINTER PARK PL
170	0608-023-1222-7	3106 WINTER PARK PL
171	0608-023-1223-5	3110 WINTER PARK PL
172	0608-023-1224-3	3114 WINTER PARK PL
173	0608-023-1225-1	3116 WINTER PARK PL
174	0608-023-1226-9	3121 WINTER PARK PL
175	0608-023-1227-7	3117 WINTER PARK PL
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OUTLOT 13	0608-023-1232-6	3025 WINTER PARK PL 7825 STRATTON WAY
180	0608-023-1233-4	3017 WINTER PARK PL
181	0608-023-1234-2	3005 WINTER PARK PL
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183	0608-023-1236-8	7821 STRATTON WAY
184	0608-023-1237-6	7817 STRATTON WAY
185	0608-023-1238-4	7813 STRATTON WAY
186	0608-023-1239-2	7809 STRATTON WAY
187	0608-023-1240-9	7805 STRATTON WAY
OUTLOT 12	0608-023-1241-7	7801 STRATTON WAY 3002 S HIGH POINT RD
188	0608-023-1301-9	7901 STRATTON WAY 3002 WINTER PARK PL
189	0608-023-1302-7	3006 WINTER PARK PL
190	0608-023-1303-5	3010 WINTER PARK PL
191	0608-023-1304-3	3014 WINTER PARK PL
192	0608-023-1305-1	3018 WINTER PARK PL
193	0608-023-1306-9	3022 WINTER PARK PL
194	0608-023-1307-7	3026 WINTER PARK PL 3079 SNOWCAP TRL
195	0608-023-1308-5	3071 SNOWCAP TRL
196	0608-023-1309-3	3059 SNOWCAP TRL

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198	0608-023-1311-8	3037 SNOWCAP TRL
OUTLOT 14	0608-023-1312-6	3033 SNOWCAP TRL 7905 STRATTON WAY
199	0608-023-1313-4	3029 SNOWCAP TRL
200	0608-023-1314-2	3025 SNOWCAP TRL
201	0608-023-1315-0	3021 SNOWCAP TRL
202	0608-023-1316-8	3017 SNOWCAP TRL
203	0608-023-1317-6	3013 SNOWCAP TRL
204	0608-023-1318-4	3009 SNOWCAP TRL
205	0608-023-1319-2	3005 SNOWCAP TRL
206	0608-023-1320-9	3001 SNOWCAP TRL 7909 STRATTON WAY
207	0608-023-1401-7	2961 SNOWMIST TRL 7910 STRATTON WAY
208	0608-023-1402-5	2957 SNOWMIST TRL
209	0608-023-1403-3	2953 SNOWMIST TRL
210	0608-023-1404-1	2949 SNOWMIST TRL
211	0608-023-1405-9	2941 SNOWMIST TRL
212	0608-023-1406-7	2933 SNOWMIST TRL
213	0608-023-1407-5	2929 SNOWMIST TRL
214	0608-023-1408-3	2925 SNOWMIST TRL
215	0608-023-1409-1	2921 SNOWMIST TRL
OUTLOT 15	0608-023-1410-8	2913 SNOWMIST TRL 7906 STRATTON WAY
216	0608-023-1411-6	2905 SNOWMIST TRL 2902 WINTER PARK PL
217	0608-023-1412-4	2910 WINTER PARK PL
218	0608-023-1413-2	2914 WINTER PARK PL
219	0608-023-1414-0	2918 WINTER PARK PL
220	0608-023-1415-8	2926 WINTER PARK PL
221	0608-023-1416-6	2934 WINTER PARK PL
222	0608-023-1417-4	2938 WINTER PARK PL
223	0608-023-1418-2	2942 WINTER PARK PL
224	0608-023-1419-0	2946 WINTER PARK PL
225	0608-023-1420-7	2950 WINTER PARK PL 7902 STRATTON WAY
OUTLOT 16	0608-023-1123-7	7937 OAK VIEW DR
226	0608-023-1124-5	7933 OAK VIEW DR
227	0608-023-1125-3	7929 OAK VIEW DR
228	0608-023-1126-1	7925 OAK VIEW DR
229	0608-023-1127-9	7921 OAK VIEW DR
230	0608-023-1128-7	7917 OAK VIEW DR
231	0608-023-1129-5	7913 OAK VIEW DR
232	0608-023-1130-2	7909 OAK VIEW DR
OUTLOT 17	0608-023-1131-0	7901 OAK VIEW DR
OUTLOT 8	0608-023-1501-5	7802 OAK VIEW DR

EXHIBIT "C"

000696

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
1 thru 128	300	425
130 thru 166	300	425
168 thru 232	300	425
129	N/A	N/A
167	TBD	TBD

EXHIBIT "D"

LANDSCAPING ELEMENTS

000697

Elements

Point Schedule

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

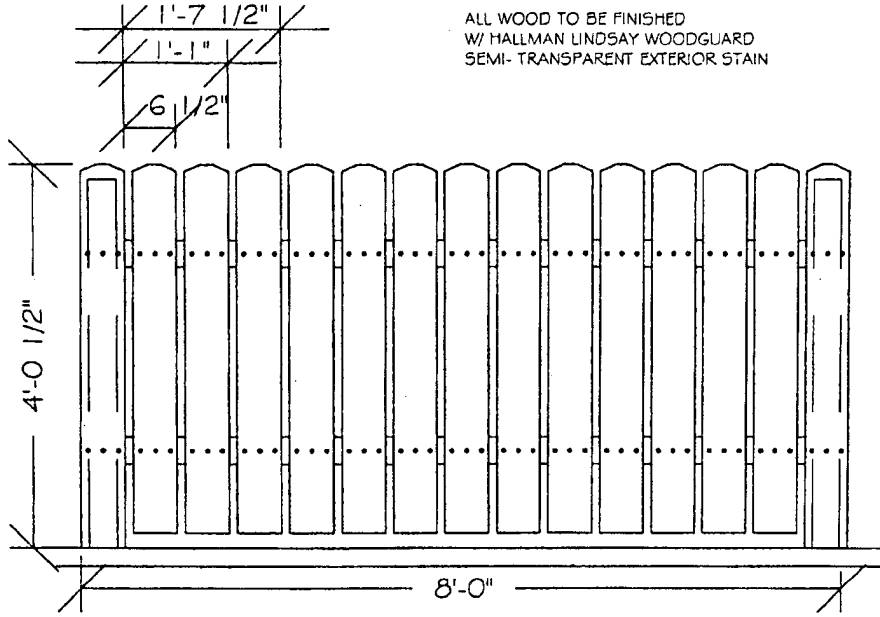
The final point totals must consist of a balanced variety of the listed elements acceptable to the Architectural Control Committee. Existing vegetation, trees and shrubs may be included in the point totals if they are properly protected and maintained during the construction process and located as such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

EXHIBIT E1

NOTE: 4x4 POSTS TO BE BROWN TREATED WOOD

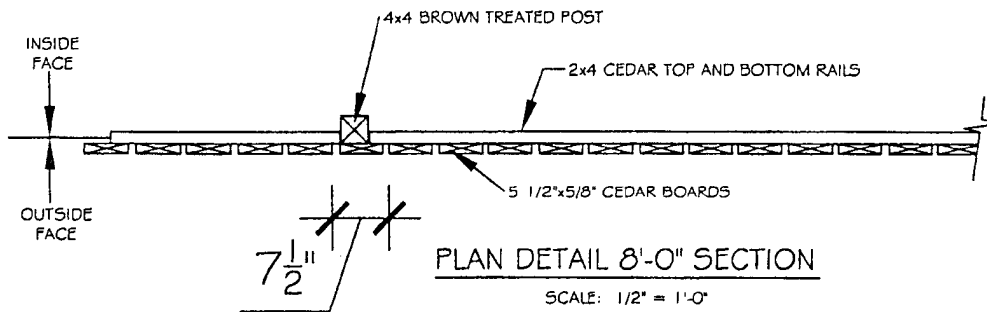
000698

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



ELEVATION TYPICAL 8'-0" SECTION 6" PICKETS

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



PLAN DETAIL 8'-0" SECTION

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

4'0 PICKET FENCE DETAIL


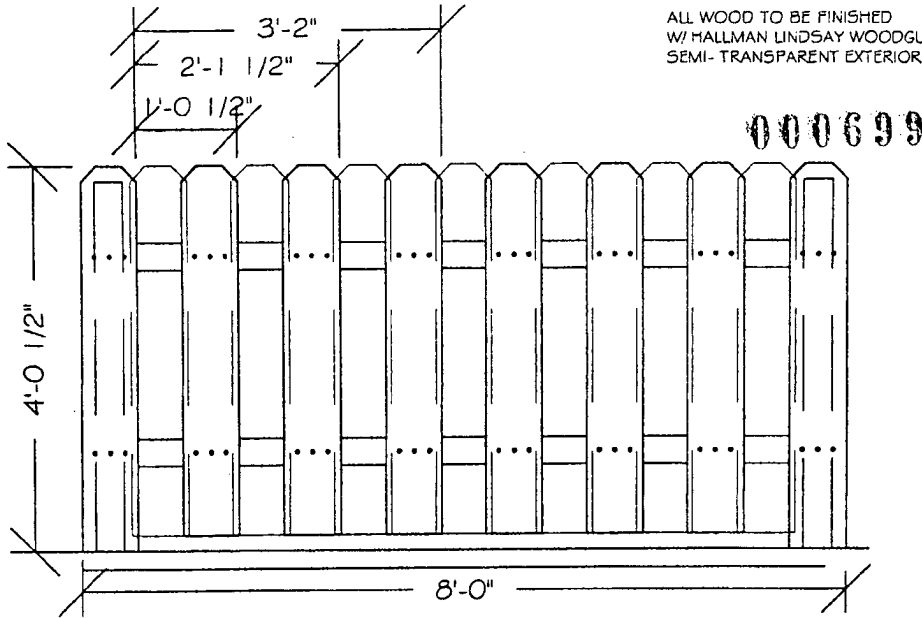
Model: _____		Custom Designed For: _____		 VERIDIAN HOMES 6801 South Towne Drive - Madison, WI 53713 (608)226-3100 Fax: (608)226-0600 © Copyright 2004 Veridian Homes Protected Under Architectural Works Copyright Protection Act of 1990.
ELEVATION		Lot/Subdivision: _____ lot		
Base Plan		Address: _____		
Base Plan	Base Plan Revised: _____	Drawn By: _____	Customer Approval: _____ / 2004	
Date: _____		Date: _____ / 2004		
<p>Do Not Scale Note: All dimensions are stud to stud</p>		<p>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 approved plan.</p>		
Revised: _____		Revised: _____		

EXHIBIT E2

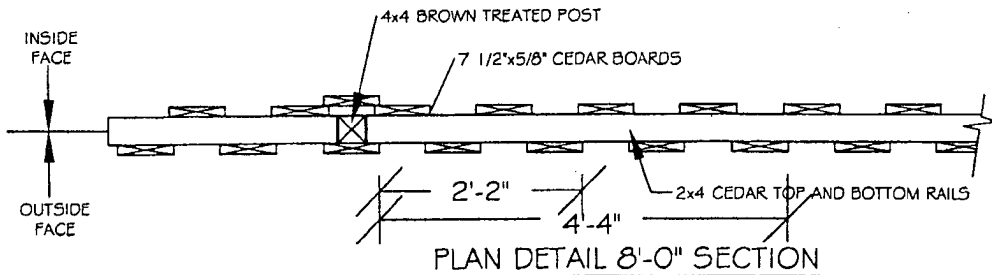
NOTE: 4x4 POSTS TO BE BROWN TREATED WOOD

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



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

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



PLAN DETAIL 8'-0" SECTION

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

4'0 BOARD ON BOARD FENCE DETAIL

Model: _____ ELEVATION	Custom Designed For: _____	
	Lot/Subdivision: _____	
Base Plan: _____ Revised: _____	Address: _____	
	Drawn By: _____	Customer Approval: _____ / 2004
Date: _____		DSM Approval: _____ / 2004
<p>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 approved plan.</p>		
<p>Do Not Scale Note: All dimensions are stud to stud</p>		<p>Revised: _____</p>



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EXHIBIT "C"

Total Minimum Points for Landscaping

<u>Lot(s)</u>	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
233-241	300	425

EXHIBIT "D"

Landscaping Elements	Point Schedule
Elements	
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
O) Planting Beds (Points per square foot – must be decorative stone or mulch.)	1

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