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EAGLE TRACE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This Declaration of Protective Covenants, Conditions and Restrictions (the "**Declaration**") made this 17 day of December, 2018, by VHET, LLC, a Wisconsin Limited Liability Company (collectively, hereinafter referred to as the "**Declarant**") and/or its successors and assigns.

WHEREAS, Declarant is the owner of real property legally described as the plat of Eagle Trace (the "**Plat**") 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 desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

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

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

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

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

NOW, THEREFORE, the Declarant declares that the Lots 1-243, Outlots 2-6 legally described and depicted in Exhibit "A", attached hereto and incorporated herein by reference, will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth. Outlot 1 will be sold to a third party and is not subject to this Declaration.

PART A
ASSOCIATION MATTERS

A-1) Definitions.

A) "Association" shall mean and refer to as Eagle Trace Homeowners Association, Inc., and its successors and assigns.

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

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

D) "Lot" shall mean and refer to the lands described as Eagle Trace as described and depicted in Exhibit "A", now owned by Declarant, but which Declarant in the future intends to convey to purchasers who shall thereupon become members of the Association. The term "Property" or "Properties" shall be synonymous with the term Lot.

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

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

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

A-2) Membership and Voting Rights.

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

B) Voting Rights.

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

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

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

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

E) First Year's Operating Expenses. Commencing on the date established for the payment of assessments under Section A-4(B)(1), Declarant shall pay to the Association an amount equal to the estimated operating expenses of the Association for a period of one (1) year, less assessments on Lots owned by Declarant actually paid to the Association for the one (1) year period of time. Said payment may be made in a lump sum or in twelve (12) monthly installments, at Declarant's option. Prior to said date, Declarant shall be solely responsible for payment of all maintenance expenses.

A-3) **Description.**

A) **Responsibility for Assessments.** At the present time, the Declaration is applicable to all Lots located in the Development. Declarant shall turn over to the Association, at the time control is turned over to the Members, any surplus received by the Association of income over expenses. The following table describes the number of assessment units (an "**Assessment Unit**"), which are assigned to various Lots in the Development based upon their intended use at the present time. The number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share (**"Percentage Interest"**) of assessments for common area maintenance and other expenses, which the Association is permitted to assess to members under the Declaration. The Declarant shall only be responsible for payment of assessments which are assessed against Lots in any previously developed phase of the subdivision or any phase then currently under development at the time assessments are made. Future phases are not subject to assessment. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit.

	Use	Number of Assessment Units
1)	Single Family:	One (1) per Dwelling Unit.

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

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

D) **Ownership.**

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

2) At the time of purchase, legal title to a percentage interest in the Common Property shall be deemed conveyed with each lot to an Owner, whether or not specified on the deed to the Owner. Legal title to the percentage interest in the Common Property shall be deemed conveyed with any subsequence conveyance of a Lot whether or not specifically stated. Taxes, assessments or other charges on the Common Property may be divided according to each Owner's Percentage Interest by the taxing authority or may be an assessment by the Association against each of the Lots in an amount equal to the Percentage Interest attributable to such Lot.

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

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

A-4) Maintenance of Common Property

A) Maintenance Requirements.

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

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

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

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

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

B) Assessments.

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments (**"General Assessments"**) against each Lot beginning January 1, 2019 or the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to their Percentage Interests in the Common Property. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws (see Exhibit H). Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

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

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

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

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

PART B
CONDITIONS, COVENANTS AND RESTRICTIONS

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

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

A) Lots 1-243 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined below. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter.

B) Outlots 2, 4, 5 and 6 shall be dedicated to the public and used for storm water management and drainage purposes.

C) Outlots 2 and 3 shall be dedicated to the public for pedestrian/bike path purposes.

D) Outlot 3 shall be dedicated to the public for park purposes.

E) The City requires that Declarant install a split rail fence and/or boundary markers adjacent to the public park lands located on Outlot 3 at the rear property lines of Lots in order to deter encroachments onto City property and that the fences shall be maintained in good condition by each Owner of such Lot in perpetuity. The City requires that Declarant install boundary markers adjacent to storm water management and drainage areas on Outlots 2, 4, 5 and 6 at the side and/or rear property lines of Lots in order to deter encroachments onto City property and the boundary markers shall be maintained in good condition by each Owner of such Lot in perpetuity.

F) No vehicular access to Pioneer Road from lots 196-200, 236-241 and Outlot 5.

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

Except as otherwise provided herein, no buildings, signs or other structures incidental to the use of any Outlot, which have been approved in advance by the Committee, may be constructed on any Outlot.

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

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

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

If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with the terms of Section A-4 (B)(2) above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

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

vehicles, including trucks, semi-trailers, trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage

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

B-7) Easements.

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

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

C) Public utility easements five feet (5') wide except the easement is 15 feet (15') wide on the east line of lot 74 (unless otherwise noted on the Plat). Utility easements as herein set forth on the Plat are for the use of public and private utilities having the right-of-way to serve the area.

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

E) Lots 39-40 will have a ten foot (10') shared (5' on each property) private storm sewer and access easement along the adjoining property lines and shall be maintained (necessary repair or replacement) by the Association and shall be mowed by the homeowner. If Association damages any part of the Property, the Association shall restore the Property to substantially and materially the same condition as existed prior to the event giving rise to such damage. There will be an inlet adjoining Lots 39-40 on the property line and is intended to collect water from the adjoining Lots. Fences will be permitted, however, must locate pipe prior to fence installation as not to damage pipe.

F) Lots 196-200 and 236-241 will have a building setback line eighty feet (80') from the rear property line. Decks and any other structures will not be permitted within the 80 foot (80') building setback line. Fences will be allowed within a portion of this easement up to the 30 foot (30') landscape easement.

G) Lots 196-200, 236-241 and Outlot 5 will have a ten foot (10') wide grading and sloping easement to the City for sidewalks to be installed along Pioneer Road. The sidewalk adjacent to the rear property line of Lots 196-200, 236-241 and Outlot 5 will be maintained by City. If the sidewalk along Pioneer Road is not installed prior to the construction of these Lots, the Owner will need to receive

written approval from the City if any landscaping is placed within this easement. Fences will not be allowed in this easement.

H) Lots 196-200 and 236-241 will have a thirty foot (30') landscaping easement ("Buffer") along the rear property line adjacent to Pioneer Road and will be granted to the Association. The purpose of the Buffer is to provide a screen of vegetation to soften the edge between the Lots and public roads and to use plant materials that are aesthetically and ecologically appropriate for the urban-natural edge and to avoid plants which may invade and cause management problems in the public right of way areas. Declarant, at its sole cost and expense, shall plant trees and shrubs in the Buffer. No further plants may be installed in the Buffer without prior written permission of the Association. Fences will not be allowed in the Buffer.

I) The Association, at its sole cost and expense, shall, maintain trees and shrubs within the Buffer areas in healthy condition and shall keep the turf mowed on a regular basis. The cost of maintenance shall be an assessment against all of the Lots in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required. Ground cover shall consist of natural material including grass turf or wood mulch. Fencing, building structures, playground equipment and other structural items are prohibited within the Buffers, including but not limited to those located on the private lots described above.

J) Lot 74 shall have a 20 foot (20') wide public storm sewer easement and public drainage easement along the east property line. No grade change or fences will be permitted within this easement without the written consent of the City of Madison's Engineering Division City Engineer.

K) Outlots 2 and 3 are dedicated to the public for pedestrian/bike path purposes.

L) Lots 25 and 32 will feature grouped mailboxes (CBU – cluster box units) on each Lot and will have a recorded Multi-User Mailbox Easement for these homesites.

M) Certain Lots will feature grouped mailboxes (CBU- cluster box units). There will be recorded a Multi-User Mailbox Easement for such Lots. The selected Lots for the CBU's will be determined by phase as constructed and will be noted in the Neighborhood Disclosure Addendum A to be received by Buyer at the time a Sales Contract is signed.

N) **Temporary Construction Easement.** Each Lot which has been made subject to this Declaration (for the purposes of this paragraph each Lot described herein shall be referred to as the **"Primary Lot"**) is hereby made subject to a temporary, non-exclusive easement over, under, upon, across and through so much of the side yards of the Primary Lot as may be necessary for the safe and code compliant construction of a basement, including but not limited to footings, foundation and basement walls, on the adjoining Lot (the **"Adjoining Lot"**). The purpose of this Temporary Construction Easement is to permit Declarant to adequately slope and provide lateral support to the walls of the basement excavation in question so as to protect against cave-ins and loss of lateral support, and it shall be broadly construed to effectuate such purpose. This Temporary Construction Easement shall remain in effect for so long as it is needed to permit construction of the basement on the Adjoining Lot in a safe and code compliant manner. After completion, Declarant shall backfill the excavated area, compact such backfill in accordance with good construction practices, and restore the area affected by this easement to the condition existing immediately preceding the excavation, including replacement of sod, trees, shrubs and other landscaping, at no expense to the Owner of the Adjoining Lot (collectively **"Restoration"**).

This Temporary Construction Easement shall, without further notice, terminate upon completion of said Restoration.

B-8) Slope and Swale Areas.

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

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

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

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

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

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

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

B-12) 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-13) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators

shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot. Garbage and Refuse containers are required to be stored in the garage and not outside visible to the public.

B-14) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-15) Retaining Walls. Certain homesites will have a retaining wall in the rear yard. The area beyond the rear retaining wall will be of natural grass and will not be maintained by the Association. Mowing beyond the rear retaining wall is not required of the homeowner as not all homeowners will be able to access this area. Fences are not required beyond the rear retaining wall and if fence is installed the homeowner will not be required by the Architectural Control Committee to construct a fence to the rear property line.

B-16) Trees Adjacent to Park. Certain homesites rear property line may encroach into the tree area adjacent to the park. The trees and shrubs within the boundaries of individual homesites are the Buyer's responsibility to maintain after closing. Any trees or shrubs beyond the rear retaining wall shall remain as is and any questions regarding which trees are diseased or damaged that might require removal is solely the Buyer's responsibility to determine prior to closing.

B-17) Mailboxes and posts. Based on new, recently adopted requirements of the United States Postal Service, the Eagle Trace platted lots will receive mail by using CBU's (cluster box units) instead of curb side mailboxes on newly constructed homesites. These new requirements will phase out curb side mailboxes nationwide solely at the Postal Service's discretion.

B-18) Notices to Owners. The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in the Property:

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

B-19) Improvements Within Easements. Any improvements (for example, fences, dog kennels, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement and is subject to terms and conditions as set forth on the final plat.

PART C
ARCHITECTURAL CONTROL COMMITTEE

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

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

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

C-2) Architectural Control. No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made without submission of a complete Architectural Review Application (**"Application"**) to the Committee. The Application, as well as plans, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee. The Application can be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources (located on the top toolbar, select Architectural Control Committee and select the appropriate application for your request.

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

C-4) Procedure.

A) Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed Fifty and no/100 Dollars ($50.00) for each such request or approval. The Committee's approval

or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to provide, in writing, approval or disapproval within thirty (30) days after application, plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied.

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

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

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

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

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

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

Eagle Trace Homeowners Association, Inc.
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713

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

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

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

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

PART D
DESIGN GUIDELINES

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

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

Cottage	Craftsman	Four Square	Farmhouse	Classical
Prairie	Shingle	Traditional	Victorian	Southern Traditional

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

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

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

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

C) Garage.

1) There shall be a minimum of a two (2) car, 20' x 20' garage per dwelling unit.

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

3) A front-entry garage cannot project beyond the face of the home or the open porch. The garage face must be set back a minimum of 2'-0" from the front elevation unless applicable zoning ordinances require a greater setback.

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

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

D) Ornamental Design Elements.

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

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

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

4) The window wrap and corner trim shall be a minimum 3½" vinyl or

composite as approved by the Architectural Control Committee and used with box outs or when part of the standard plan.

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

E) Roof/Facias/Soffits/Eaves.

1) Roof Standards:

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

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

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

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

2) Fascia, Soffit and Eave Standards:

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

b) Aluminum soffit and eave color shall match facia.

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

F) Exterior Wall Surfaces.

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

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

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

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

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

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

G) Colors. The Declarant or the Association, whichever is then applicable shall approve the trim, siding and roofing colors to assure the most aesthetic combination for a particular house as well as for the Eagle Trace Plat. Any subsequent changes in such colors shall be approved by the Declarant or Committee, whichever is then applicable.

H) Chimneys, facia and soffits. All chimneys and exterior flues shall be enclosed using brick, stone, stucco or siding material.

D-2) Other Improvements.

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

1) Fencing must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, depicted in Exhibit "E".

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

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

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

d) Fencing color by Ply Gem Fence/Railing of Sandstone is the only color allowed for vinyl material.

2) Appropriate uses of fencing:

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

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

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

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

3) Inappropriate use of fencing:

a) Fencing in front yards shall not be permitted.

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

c) Fencing shall not meet porch or deck corners.

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

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

1) Appropriate deck design shall incorporate the following criteria:

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

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

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

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

e) Deck(s) must be stained or painted

2) Inappropriate deck design:

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

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

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

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

1) Fencing surrounding kennel or run must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl depicted in Exhibit "E".

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

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

c) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run.

d) Fencing color by Ply Gem Fence/Railing of Sandstone is the only color allowed for vinyl material.

2) Appropriate placement of kennels or runs:

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

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

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

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

3) Inappropriate placement of kennels or runs:

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

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

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

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

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

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

1) Appropriate antennae or satellite dish placement:

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

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

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

ii. Attached to the deck.

iii. On the rear roof line of the home.

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

2) Inappropriate antennae or satellite dish placement:

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

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

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

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

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

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

PART E
GENERAL PROVISIONS

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

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

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

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

E-5) Parade of Homes and/or Condominiums. So long as Developer shall own any Lots in the Development, or condominium units in any condominium located within the Development (collectively a "Lot/Unit"). Developer reserves the right to submit some or all of said Lots/Units as a site for the Parade of Home and/or the Parade of Condominiums of the Madison Area Builders Association (the "Parade"). In the event that some or all of said Lots/Units are selected as a site for a Parade, this Declaration of Protective Covenants, Conditions and Restrictions shall, as to the Lots/Units enrolled in the Parade, for a

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

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

E-7) Notices.

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

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

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

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

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

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

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

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

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

[Signatures on next page]

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

VHET, LLC
By: VH Holdings, LLC, Its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

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

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

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

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

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

Dated at Madison, Wisconsin this 17th day of December, 2018.

State Bank of Cross Plains

By: Kevin J. Mahaney
Kevin Mahaney, Vice President – Commercial Banker

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 17 day of December, 2018, the above named Kevin J Mahaney, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jessica M Thompson
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 08/06/2021

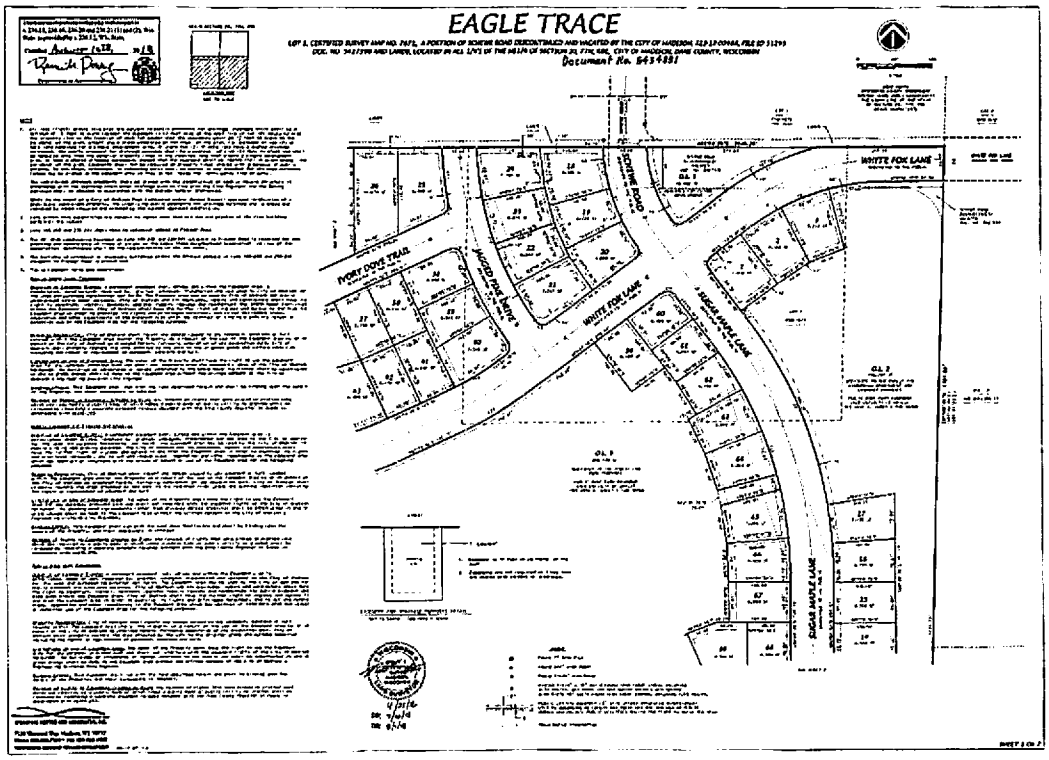
JESSICA M THOMPSON NOTARY PUBLIC STATE OF WISCONSIN

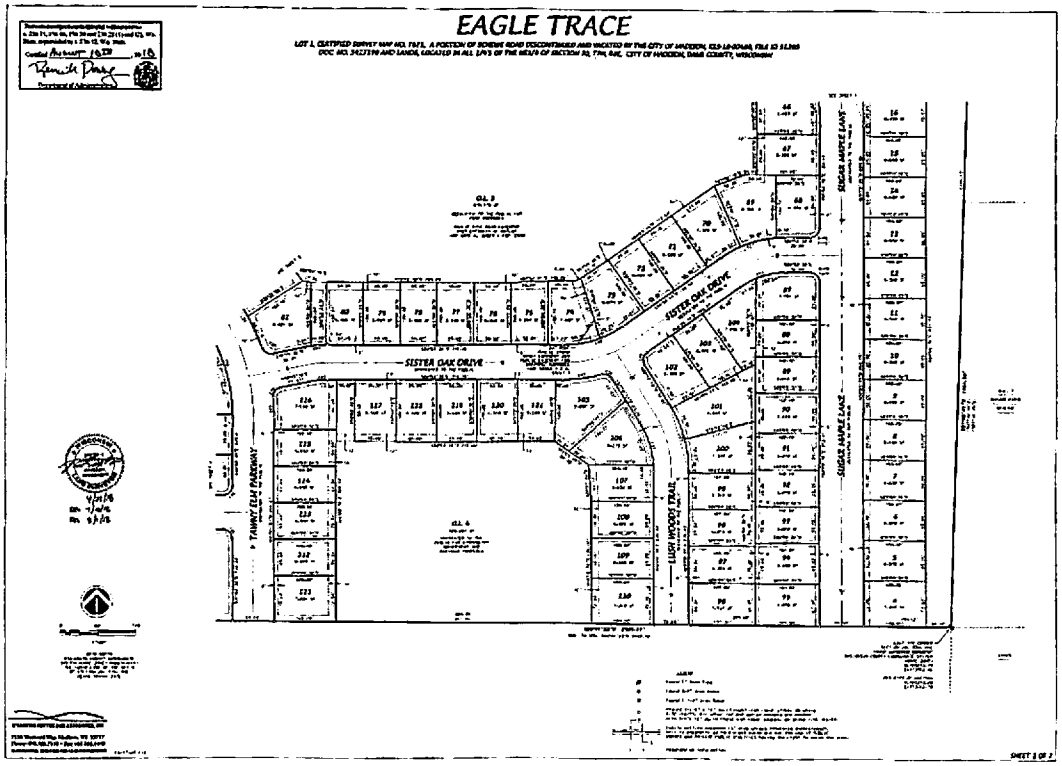
NOTE: Please be advised that the undersigned hereby directs viewers to ignore the illegible printed text material on the map attached to this Exhibit "A". Only the spatial relationships of the illustrations on the map are being presented for your information.

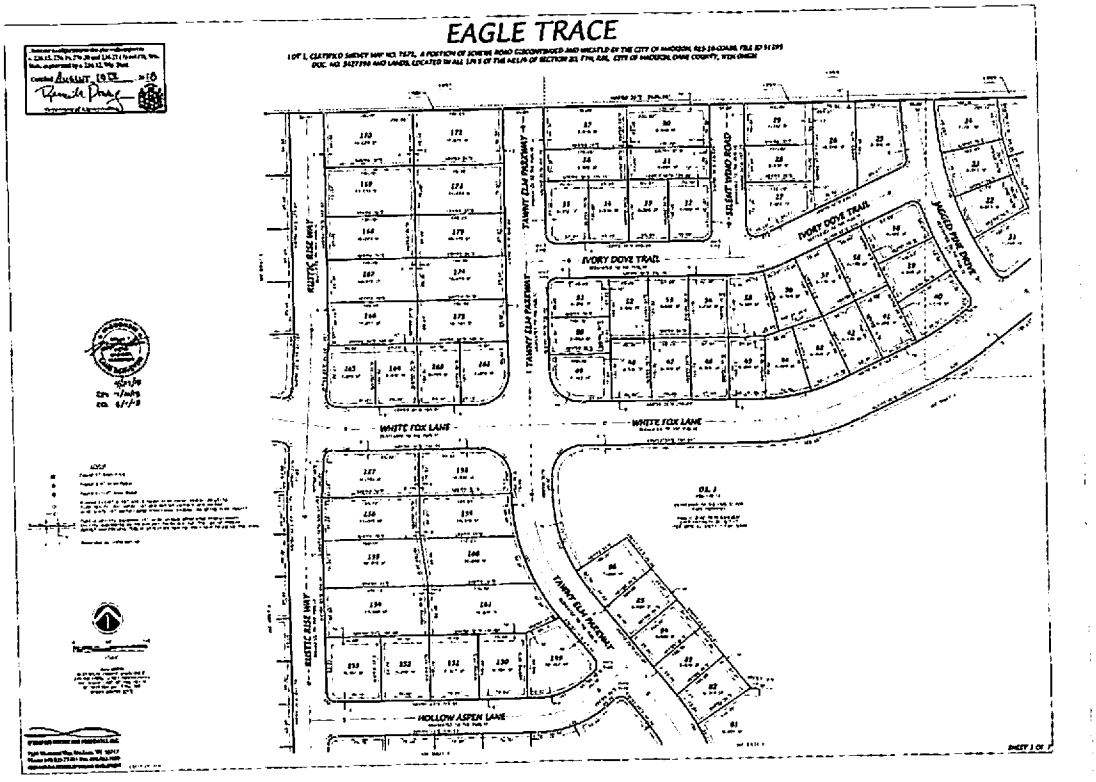
Chris Ehlers

Print Name: Chris Ehlers, Authorized Signatory

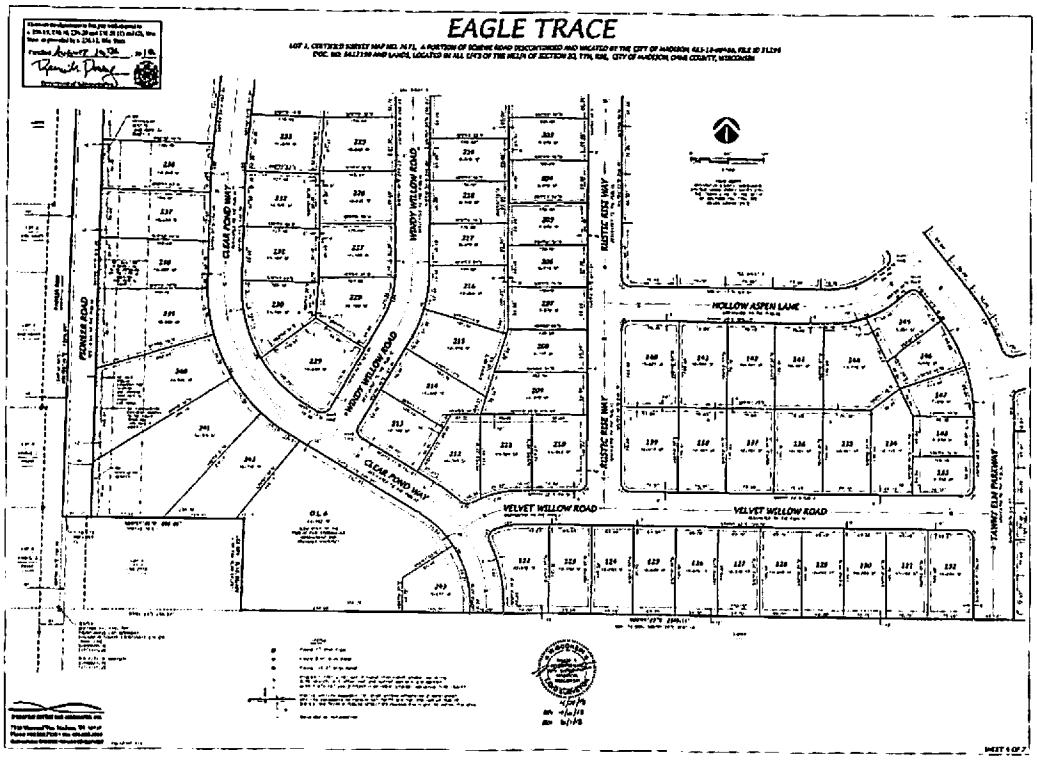
Exhibit "A"

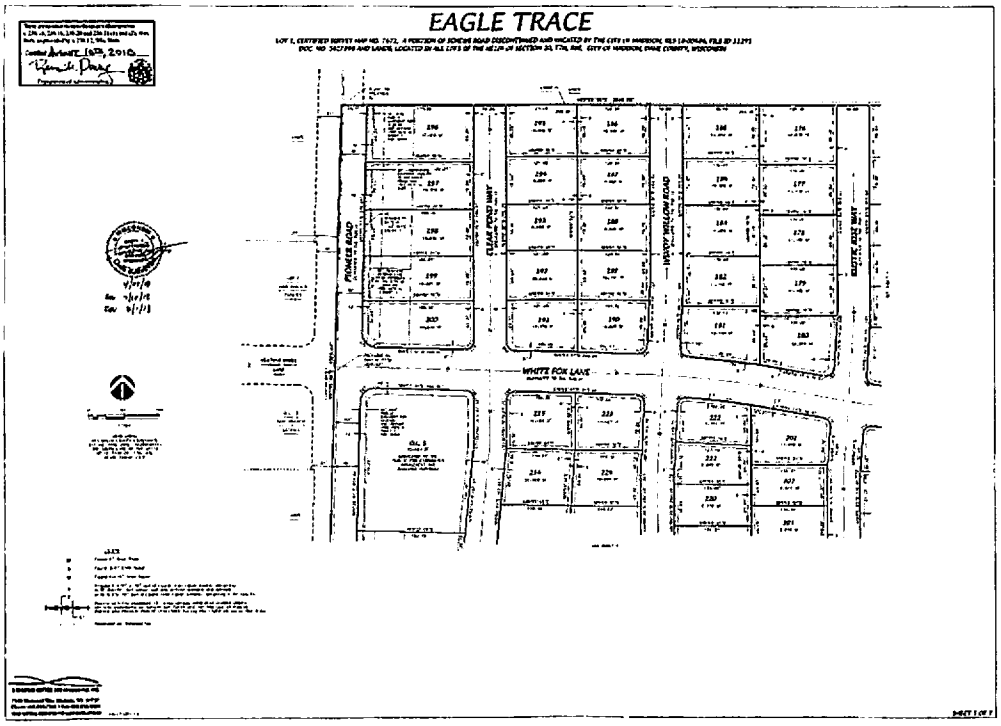




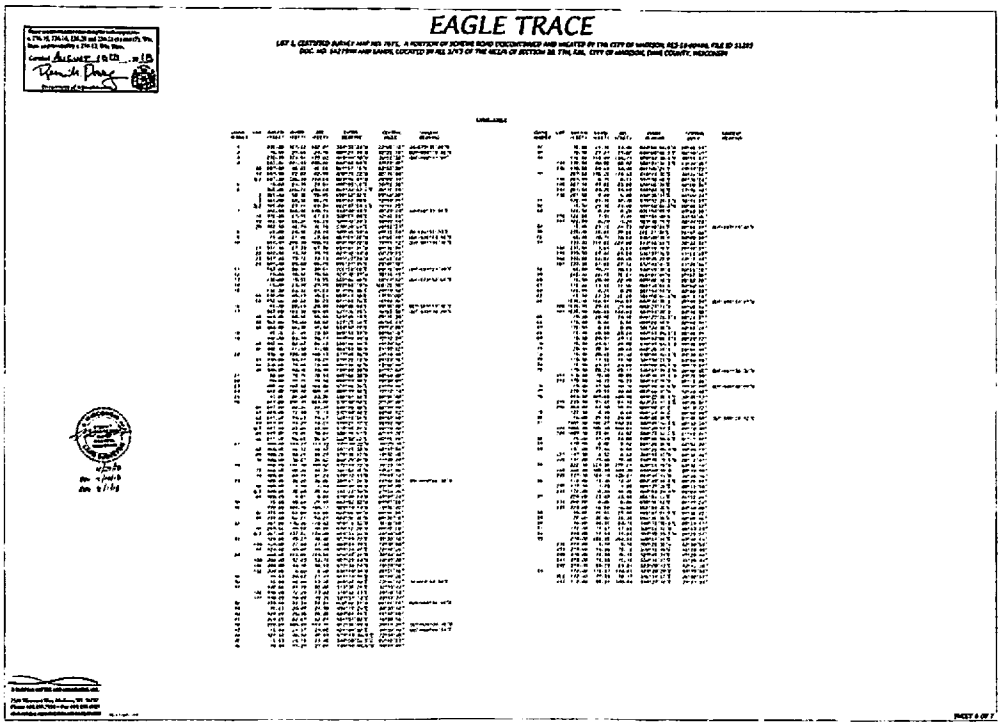


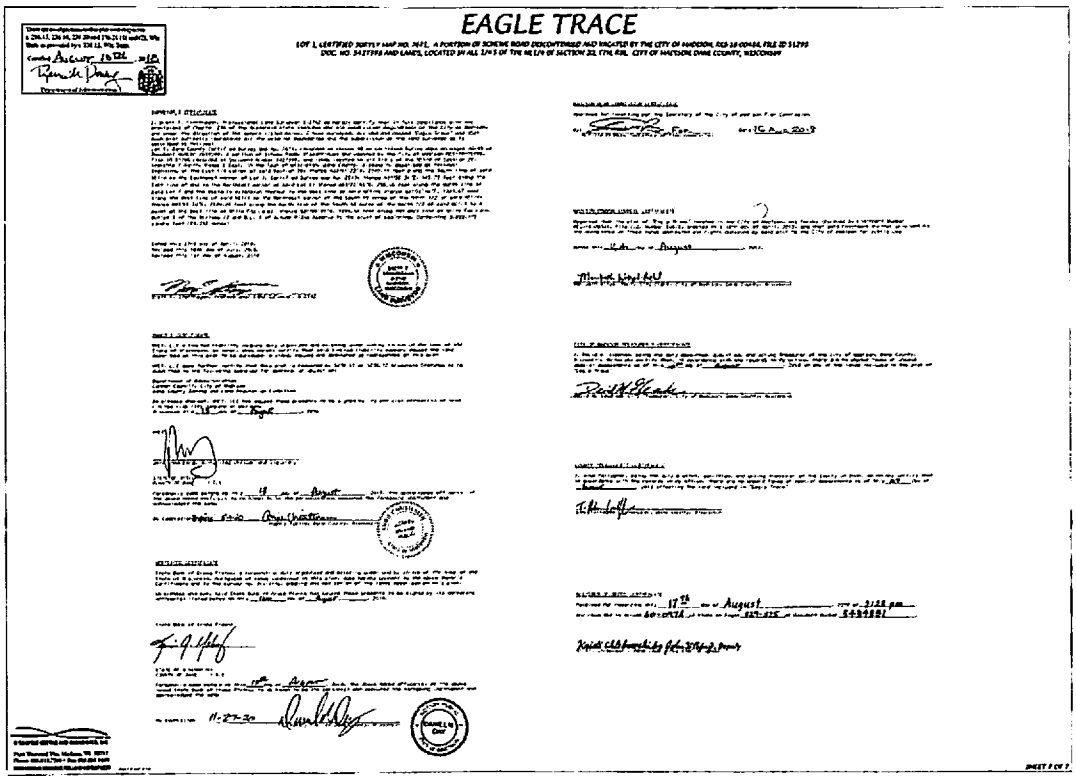
Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.





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





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

Exhibit "B"

Lots 1-243 and Outlots 2-6, Eagle Trace, City of Madison, Dane County, Wisconsin.

LOT #	PARCEL NUMBER	STREET ADDRESS
1	0708 - 201 - 1201 - 2	10129 WHITE FOX LN
2	0708 - 201 - 1202 - 0	10125 WHITE FOX LN
3	0708 - 201 - 1203 - 8	10121 WHITE FOX LN
OL 2	0708 - 201 - 1204 - 6	10101 WHITE FOX LN *STORMWATER*
4	0708 - 201 - 1218 - 7	415 N SUGAR MAPLE LN
5	0708 - 201 - 1217 - 9	419 N SUGAR MAPLE LN
6	0708 - 201 - 1216 - 1	423 N SUGAR MAPLE LN
7	0708 - 201 - 1215 - 3	427 N SUGAR MAPLE LN
8	0708 - 201 - 1214 - 5	431 N SUGAR MAPLE LN
9	0708 - 201 - 1213 - 7	435 N SUGAR MAPLE LN
10	0708 - 201 - 1212 - 9	439 N SUGAR MAPLE LN
11	0708 - 201 - 1211 - 1	443 N SUGAR MAPLE LN
12	0708 - 201 - 1210 - 3	447 N SUGAR MAPLE LN
13	0708 - 201 - 1209 - 6	501 N SUGAR MAPLE LN
14	0708 - 201 - 1208 - 8	505 N SUGAR MAPLE LN
15	0708 - 201 - 1207 - 0	509 N SUGAR MAPLE LN
16	0708 - 201 - 1206 - 2	513 N SUGAR MAPLE LN
17	0708 - 201 - 1205 - 4	517 N SUGAR MAPLE LN
18	0708 - 201 - 1401 - 8	610 SCHEWE RD
19	0708 - 201 - 1402 - 6	606 SCHEWE RD
20	0708 - 201 - 1403 - 4	602 SCHEWE RD
21	0708 - 201 - 1404 - 2	603 JAGGED PINE DR
22	0708 - 201 - 1405 - 0	607 JAGGED PINE DR
23	0708 - 201 - 1406 - 8	611 JAGGED PINE DR
24	0708 - 201 - 1407 - 6	615 JAGGED PINE DR
25	0708 - 201 - 1601 - 4	10304 IVORY DOVE TRL 614 JAGGED PINE DR
26	0708 - 201 - 1602 - 2	10308 IVORY DOVE TRL
27	0708 - 201 - 1603 - 0	613 SILENT WIND RD 10312 IVORY DOVE TRL
28	0708 - 201 - 1604 - 8	617 SILENT WIND RD
29	0708 - 201 - 1605 - 6	621 SILENT WIND RD
30	0708 - 201 - 1701 - 2	620 SILENT WIND RD
31	0708 - 201 - 1702 - 0	616 SILENT WIND RD
32	0708 - 201 - 1703 - 8	10324 IVORY DOVE TRL
33	0708 - 201 - 1704 - 6	10328 IVORY DOVE TRL
34	0708 - 201 - 1705 - 4	10332 IVORY DOVE TRL
35	0708 - 201 - 1706 - 2	10336 IVORY DOVE TRL
36	0708 - 201 - 1707 - 0	621 TAWNY ELM PKWY
37	0708 - 201 - 1708 - 8	625 TAWNY ELM PKWY
38	0708 - 201 - 1509 - 0	610 JAGGED PINE DR
39	0708 - 201 - 1510 - 7	606 JAGGED PINE DR
40	0708 - 201 - 1511 - 5	602 JAGGED PINE DR
41	0708 - 201 - 1512 - 3	10306 WHITE FOX LN
42	0708 - 201 - 1513 - 1	10310 WHITE FOX LN
43	0708 - 201 - 1514 - 9	10314 WHITE FOX LN
44	0708 - 201 - 1515 - 7	10318 WHITE FOX LN
45	0708 - 201 - 1516 - 5	10322 WHITE FOX LN
46	0708 - 201 - 1517 - 3	10326 WHITE FOX LN
47	0708 - 201 - 1518 - 1	10330 WHITE FOX LN
48	0708 - 201 - 1519 - 9	10334 WHITE FOX LN
49	0708 - 201 - 1520 - 6	601 TAWNY ELM PKWY 10338 WHITE FOX LN
50	0708 - 201 - 1521 - 4	605 TAWNY ELM PKWY
51	0708 - 201 - 1501 - 6	609 TAWNY ELM PKWY 10335 IVORY DOVE TRL
52	0708 - 201 - 1502 - 4	10331 IVORY DOVE TRL
53	0708 - 201 - 1503 - 2	10327 IVORY DOVE TRL
54	0708 - 201 - 1504 - 0	10323 IVORY DOVE TRL
55	0708 - 201 - 1505 - 8	10319 IVORY DOVE TRL
56	0708 - 201 - 1506 - 6	10315 IVORY DOVE TRL
57	0708 - 201 - 1507 - 4	10311 IVORY DOVE TRL
58	0708 - 201 - 1508 - 2	10307 IVORY DOVE TRL
OL 3	0708 - 201 - 0901 - 9	10321 WHITE FOX LN 527 TAWNY ELM PKWY *Dedicated as PARK*
59	0708 - 201 - 0902 - 7	10207 WHITE FOX LN
60	0708 - 201 - 0903 - 5	538 N SUGAR MAPLE LN
61	0708 - 201 - 0904 - 3	534 N SUGAR MAPLE LN
62	0708 - 201 - 0905 - 1	530 N SUGAR MAPLE LN
63	0708 - 201 - 0906 - 9	526 N SUGAR MAPLE LN
64	0708 - 201 - 0907 - 7	522 N SUGAR MAPLE LN
65	0708 - 201 - 0908 - 5	518 N SUGAR MAPLE LN
66	0708 - 201 - 0909 - 3	514 N SUGAR MAPLE LN
67	0708 - 201 - 0910 - 0	510 N SUGAR MAPLE LN
68	0708 - 201 - 0911 - 8	10202 SISTER OAK DR
69	0708 - 201 - 0912 - 6	10206 SISTER OAK DR
70	0708 - 201 - 0913 - 4	10210 SISTER OAK DR
71	0708 - 201 - 0914 - 2	10214 SISTER OAK DR
72	0708 - 201 - 0915 - 0	10218 SISTER OAK DR
73	0708 - 201 - 0916 - 8	10222 SISTER OAK DR
74	0708 - 201 - 0917 - 6	10304 SISTER OAK DR
75	0708 - 201 - 0918 - 4	10308 SISTER OAK DR
76	0708 - 201 - 0919 - 2	10312 SISTER OAK DR
77	0708 - 201 - 0920 - 9	10316 SISTER OAK DR
78	0708 - 201 - 0921 - 7	10320 SISTER OAK DR
79	0708 - 201 - 0922 - 5	10324 SISTER OAK DR
80	0708 - 201 - 0923 - 3	10328 SISTER OAK DR

LOT #	PARCEL NUMBER	STREET ADDRESS
81	0708 - 201 - 0924 - 1	503 TAWNY ELM PKWY 10332 SISTER OAK DR
82	0708 - 201 - 0925 - 9	507 TAWNY ELM PKWY
83	0708 - 201 - 0926 - 7	511 TAWNY ELM PKWY
84	0708 - 201 - 0927 - 5	515 TAWNY ELM PKWY
85	0708 - 201 - 0928 - 3	519 TAWNY ELM PKWY
86	0708 - 201 - 0929 - 1	523 TAWNY ELM PKWY
87	0708 - 201 - 1110 - 5	446 N SUGAR MAPLE LN
88	0708 - 201 - 1111 - 3	442 N SUGAR MAPLE LN
89	0708 - 201 - 1112 - 1	438 N SUGAR MAPLE LN
90	0708 - 201 - 1113 - 9	434 N SUGAR MAPLE LN
91	0708 - 201 - 1114 - 7	430 N SUGAR MAPLE LN
92	0708 - 201 - 1115 - 5	426 N SUGAR MAPLE LN
93	0708 - 201 - 1116 - 3	422 N SUGAR MAPLE LN
94	0708 - 201 - 1117 - 1	418 N SUGAR MAPLE LN
95	0708 - 201 - 1118 - 9	414 N SUGAR MAPLE LN
96	0708 - 201 - 1101 - 4	413 LUSH WOODS TRL
97	0708 - 201 - 1102 - 2	417 LUSH WOODS TRL
98	0708 - 201 - 1103 - 0	421 LUSH WOODS TRL
99	0708 - 201 - 1104 - 8	425 LUSH WOODS TRL
100	0708 - 201 - 1105 - 6	429 LUSH WOODS TRL
101	0708 - 201 - 1106 - 4	433 LUSH WOODS TRL
102	0708 - 201 - 1107 - 2	10221 SISTER OAK DR
103	0708 - 201 - 1108 - 0	10217 SISTER OAK DR
104	0708 - 201 - 1109 - 8	10213 SISTER OAK DR
105	0708 - 201 - 1013 - 1	434 LUSH WOODS TRL 10303 SISTER OAK DR
106	0708 - 201 - 1014 - 9	430 LUSH WOODS TRL
107	0708 - 201 - 1015 - 7	426 LUSH WOODS TRL
108	0708 - 201 - 1016 - 5	422 LUSH WOODS TRL
109	0708 - 201 - 1017 - 3	418 LUSH WOODS TRL
110	0708 - 201 - 1018 - 1	414 LUSH WOODS TRL
111	0708 - 201 - 1001 - 6	415 TAWNY ELM PKWY
112	0708 - 201 - 1002 - 4	419 TAWNY ELM PKWY
113	0708 - 201 - 1003 - 2	423 TAWNY ELM PKWY
114	0708 - 201 - 1004 - 0	427 TAWNY ELM PKWY
115	0708 - 201 - 1005 - 8	431 TAWNY ELM PKWY
116	0708 - 201 - 1006 - 6	435 TAWNY ELM PKWY 10331 SISTER OAK DR
OL 4	0708 - 201 - 1007 - 4	10327 SISTER OAK DR *STORMWATER*
117	0708 - 201 - 1008 - 2	10323 SISTER OAK DR
118	0708 - 201 - 1009 - 0	10319 SISTER OAK DR
119	0708 - 201 - 1010 - 7	10315 SISTER OAK DR
120	0708 - 201 - 1011 - 5	10311 SISTER OAK DR
121	0708 - 201 - 1012 - 3	10307 SISTER OAK DR

LOT #	PARCEL NUMBER	STREET ADDRESS
122	0708 - 201 - 0801 - 1	10441 VELVET WILLOW RD
123	0708 - 201 - 0802 - 9	10437 VELVET WILLOW RD
124	0708 - 201 - 0803 - 7	10433 VELVET WILLOW RD
125	0708 - 201 - 0804 - 5	10429 VELVET WILLOW RD
126	0708 - 201 - 0805 - 3	10425 VELVET WILLOW RD
127	0708 - 201 - 0806 - 1	10421 VELVET WILLOW RD
128	0708 - 201 - 0807 - 9	10417 VELVET WILLOW RD
129	0708 - 201 - 0808 - 7	10413 VELVET WILLOW RD
130	0708 - 201 - 0809 - 5	10409 VELVET WILLOW RD
131	0708 - 201 - 0810 - 2	10405 VELVET WILLOW RD
132	0708 - 201 - 0811 - 0	10401 VELVET WILLOW RD
133	0708 - 201 - 0710 - 4	428 TAWNY ELM PKWY
134	0708 - 201 - 0711 - 2	10406 VELVET WILLOW RD
135	0708 - 201 - 0712 - 0	10410 VELVET WILLOW RD
136	0708 - 201 - 0713 - 8	10414 VELVET WILLOW RD
137	0708 - 201 - 0714 - 6	10418 VELVET WILLOW RD
138	0708 - 201 - 0715 - 4	10422 VELVET WILLOW RD
139	0708 - 201 - 0716 - 2	10426 VELVET WILLOW RD
140	0708 - 201 - 0701 - 3	10423 HOLLOW ASPEN LN
141	0708 - 201 - 0702 - 1	10419 HOLLOW ASPEN LN
142	0708 - 201 - 0703 - 9	10415 HOLLOW ASPEN LN
143	0708 - 201 0704 7	10411 HOLLOW ASPEN LN
144	0708 - 201 - 0705 - 5	10407 HOLLOW ASPEN LN
145	0708 - 201 - 0706 - 3	508 TAWNY ELM PKWY
146	0708 - 201 0707 1	504 TAWNY ELM PKWY
147	0708 - 201 - 0708 - 9	436 TAWNY ELM PKWY
148	0708 - 201 0709 7	432 TAWNY ELM PKWY
149	0708 - 201 - 0606 - 5	10406 HOLLOW ASPEN LN 520 TAWNY ELM PKWY
150	0708 - 201 - 0607 - 3	10410 HOLLOW ASPEN LN
151	0708 - 201 - 0608 - 1	10414 HOLLOW ASPEN LN
152	0708 - 201 - 0609 - 9	10418 HOLLOW ASPEN LN
153	0708 - 201 - 0610 - 6	10422 HOLLOW ASPEN LN
154	0708 - 201 - 0611 - 4	525 RUSTIC RISE WAY
155	0708 - 201 - 0612 - 2	529 RUSTIC RISE WAY
156	0708 - 201 - 0613 - 0	533 RUSTIC RISE WAY
157	0708 - 201 - 0601 - 5	537 RUSTIC RISE WAY
158	0708 - 201 - 0602 - 3	536 TAWNY ELM PKWY
159	0708 - 201 - 0603 - 1	532 TAWNY ELM PKWY
160	0708 - 201 - 0604 - 9	528 TAWNY ELM PKWY
161	0708 - 201 - 0605 - 7	524 TAWNY ELM PKWY
162	0708 - 201 - 1806 - 0	10407 WHITE FOX LN
163	0708 - 201 - 1807 - 8	10408 WHITE FOX LN
164	0708 - 201 - 1808 - 6	10412 WHITE FOX LN
165	0708 - 201 - 1809 - 4	10416 WHITE FOX LN
166	0708 - 201 - 1810 - 1	607 RUSTIC RISE WAY

LOT #	PARCEL NUMBER	STREET ADDRESS
167	0708 - 201 - 1811 - 9	611 RUSTIC RISE WAY
168	0708 - 201 - 1812 - 7	615 RUSTIC RISE WAY
169	0708 - 201 - 1813 - 5	619 RUSTIC RISE WAY
170	0708 - 201 - 1814 - 3	623 RUSTIC RISE WAY
171	0708 - 201 - 1801 - 0	622 TAWNY ELM PKWY
172	0708 - 201 - 1802 - 8	618 TAWNY ELM PKWY
173	0708 - 201 - 1803 - 6	614 TAWNY ELM PKWY
174	0708 - 201 - 1804 - 4	610 TAWNY ELM PKWY
175	0708 - 201 - 1805 - 2	606 TAWNY ELM PKWY
176	0708 - 201 - 1901 - 8	620 RUSTIC RISE WAY
177	0708 - 201 - 1902 - 6	616 RUSTIC RISE WAY
178	0708 - 201 - 1903 - 4	612 RUSTIC RISE WAY
179	0708 - 201 - 1904 - 2	608 RUSTIC RISE WAY
180	0708 - 201 - 1905 - 0	604 RUSTIC RISE WAY
181	0708 - 201 - 1906 - 8	601 WINDY WILLOW RD
182	0708 - 201 - 1907 - 6	605 WINDY WILLOW RD
183	0708 - 201 - 1908 - 4	609 WINDY WILLOW RD
184	0708 - 201 - 1909 - 2	613 WINDY WILLOW RD
185	0708 - 201 - 1910 - 9	617 WINDY WILLOW RD
186	0708 - 201 - 2001 - 5	618 WINDY WILLOW RD
187	0708 - 201 - 2002 - 3	614 WINDY WILLOW RD
188	0708 - 201 - 2003 - 1	610 WINDY WILLOW RD
189	0708 - 201 - 2004 - 9	606 WINDY WILLOW RD
190	0708 - 201 - 2005 - 7	602 WINDY WILLOW RD
191	0708 - 201 - 2006 - 5	603 CLEAR POND WAY
192	0708 - 201 - 2007 - 3	607 CLEAR POND WAY
193	0708 - 201 - 2008 - 1	611 CLEAR POND WAY
194	0708 - 201 - 2009 - 9	615 CLEAR POND WAY
195	0708 - 201 - 2010 - 6	619 CLEAR POND WAY
196	0708 - 201 - 2105 - 5	620 CLEAR POND WAY
197	0708 - 201 - 2104 - 7	616 CLEAR POND WAY
198	0708 - 201 - 2103 - 9	612 CLEAR POND WAY
199	0708 - 201 - 2102 - 1	608 CLEAR POND WAY
200	0708 - 201 - 2101 - 3	604 CLEAR POND WAY
201	0708 - 201 - 0502 - 5	538 RUSTIC RISE WAY
202	0708 - 201 - 0503 - 3	534 RUSTIC RISE WAY
203	0708 - 201 - 0504 - 1	530 RUSTIC RISE WAY
204	0708 - 201 - 0505 - 9	526 RUSTIC RISE WAY
205	0708 - 201 - 0506 - 7	522 RUSTIC RISE WAY
206	0708 - 201 - 0507 - 5	518 RUSTIC RISE WAY
207	0708 - 201 - 0508 - 3	514 RUSTIC RISE WAY
208	0708 - 201 - 0509 - 1	510 RUSTIC RISE WAY
209	0708 - 201 - 0510 - 8	506 RUSTIC RISE WAY
210	0708 - 201 - 0511 - 6	10438 VELVET WILLOW RD
211	0708 - 201 - 0512 - 4	10442 VELVET WILLOW RD
212	0708 - 201 - 0513 - 2	417 CLEAR POND WAY 10446 VELVET WILLOW RD
213	0708 - 201 - 0514 - 0	503 WINDY WILLOW RD
214	0708 - 201 - 0515 - 8	507 WINDY WILLOW RD
215	0708 - 201 - 0516 - 6	511 WINDY WILLOW RD
216	0708 - 201 - 0517 - 4	515 WINDY WILLOW RD
217	0708 - 201 - 0518 - 2	519 WINDY WILLOW RD
218	0708 - 201 - 0519 - 0	523 WINDY WILLOW RD
219	0708 - 201 - 0520 - 7	527 WINDY WILLOW RD
220	0708 - 201 - 0521 - 5	531 WINDY WILLOW RD
221	0708 - 201 - 0522 - 3	535 WINDY WILLOW RD
222	0708 - 201 - 0501 - 7	539 WINDY WILLOW RD
223	0708 - 201 - 0402 - 7	536 WINDY WILLOW RD
224	0708 - 201 - 0403 - 5	532 WINDY WILLOW RD
225	0708 - 201 - 0404 - 3	528 WINDY WILLOW RD
226	0708 - 201 - 0405 - 1	520 WINDY WILLOW RD
227	0708 - 201 - 0406 - 9	516 WINDY WILLOW RD
228	0708 - 201 - 0407 - 7	512 WINDY WILLOW RD
229	0708 - 201 - 0408 - 5	505 CLEAR POND WAY 504 WINDY WILLOW RD
230	0708 - 201 - 0409 - 3	513 CLEAR POND WAY
231	0708 - 201 - 0410 - 0	521 CLEAR POND WAY
232	0708 - 201 - 0411 - 8	525 CLEAR POND WAY
233	0708 - 201 - 0412 - 6	529 CLEAR POND WAY
234	0708 - 201 - 0413 - 4	533 CLEAR POND WAY
235	0708 - 201 - 0401 - 9	537 CLEAR POND WAY
OL 5	0708 - 201 - 0301 1	530 CLEAR POND WAY *STORMWATER*
236	0708 - 201 - 0302 - 9	526 CLEAR POND WAY
237	0708 - 201 - 0303 - 7	522 CLEAR POND WAY
238	0708 - 201 - 0304 - 5	518 CLEAR POND WAY
239	0708 - 201 - 0305 - 3	514 CLEAR POND WAY
240	0708 - 201 - 0306 - 1	510 CLEAR POND WAY
241	0708 - 201 - 0307 - 9	506 CLEAR POND WAY
242	0708 - 201 - 0308 - 7	502 CLEAR POND WAY
OL 6	0708 - 201 - 0309 - 5	418 CLEAR POND WAY *STORMWATER*
243	0708 - 201 - 0310 - 2	414 CLEAR POND WAY

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
1-121, 133, 145-148	350	500
122-132, 134-144, 149-243	420	600

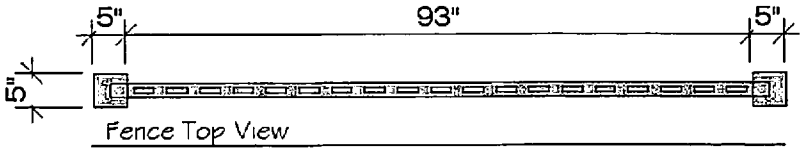
EXHIBIT "D"

Landscaping Elements

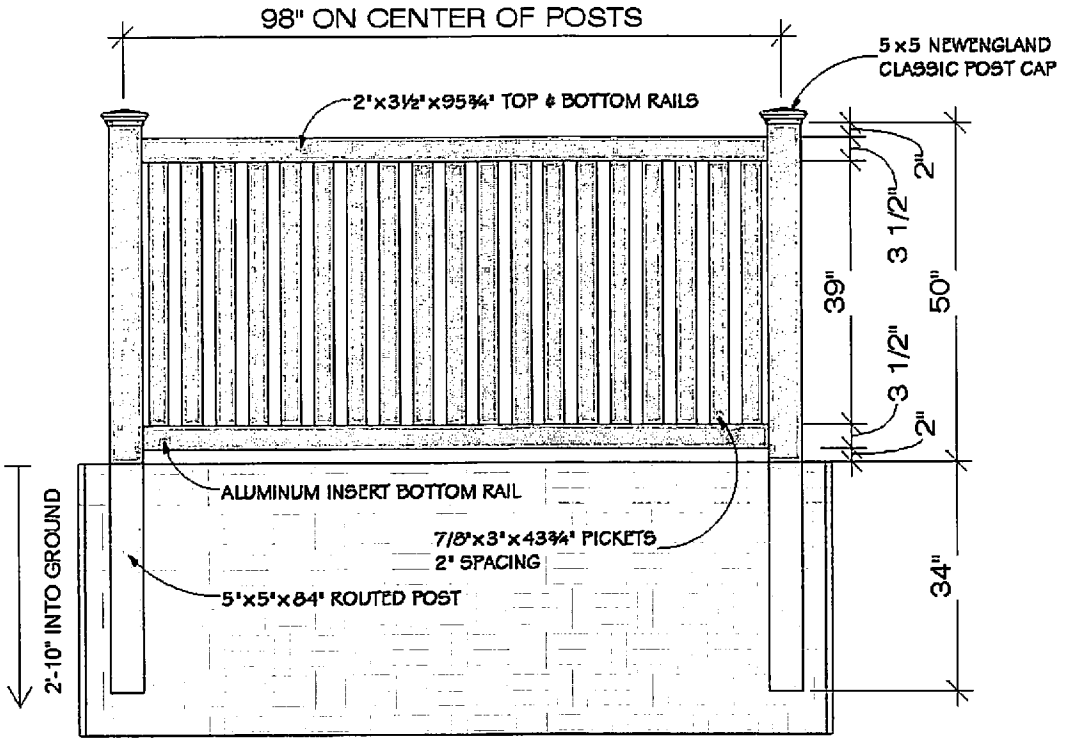
Elements	Point Schedule
A) Small Shade Trees (balled and burlaped) (1.5"-2" caliper at 6" from the roots)	*50*
B) Medium Shade Trees (balled and burlaped) (2"-3" caliper at 6" from the roots)	*100*
C) Large Shade Trees (balled and burlaped) (3"-4" caliper at 6" from the roots)	*150*
D) Extra-Large Shade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

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

EAGLE TRACE - EXHIBIT E



Fence Top View



Fence Elevation

NOTE:

MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

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

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

VERIDIAN HOMES

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

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

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5529611
10/09/2019 01:33 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 9

EAGLE TRACE
FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the First Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Eagle Trace, which Declaration was dated December 17, 2018, recorded December 18, 2018 in the Office of the Dane County Wisconsin Register of Deeds as Document No. 5460437 (the "Declaration"). Declarant hereby amends the Declaration as follows:

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

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the **"Property"**, the **"Subdivision"** or **"Eagle Trace"**.

3) Section B-2)G is hereby added and shall read as follows:

"1) *Lease Requirements.* An Owner may rent its dwelling by written Lease (a "Lease"), provided that

a) The term of any such Lease shall not be less than six (6) months;

b) The Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed Lease, and the written approval for any proposed extension of the Lease; and

c) The Lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the Lease is subject and subordinate to those instruments; and

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

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

3) *Violations / Remedies.*

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

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

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

4) Section D-2)A)1)d is hereby deleted in its entirety and replaced with the following: "d) Fencing color by Ply Gem Fence/Railing of Almond is the only color allowed for vinyl material."

5) Section D-2)C is hereby deleted in its entirety.

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

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

IN WITNESS WHEREOF, the said VHET LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 19 day of September, 2019.

VHET, LLC
By: VH Holdings, LLC, Its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

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

Personally came before me this 19 day of September, 2019, Chris Ehlers the Authorized Signatory of VHET, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

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

DOUCMENT DRAFTED BY:
Atty. Gregory J. Paradise

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

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

Dated at Madison, Wisconsin this 12th day of September, 2019.

State Bank of Cross Plains

By: _____
Kevin Mahaney, Vice President – Commercial Banker

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12TH day of SEPTEMBER, 2019, the above named KEVIN MAHANEY, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

BROCK DVORAK
NOTARY PUBLIC
STATE OF WISCONSIN

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 08/06/2023

Exhibit "A"

Lots 1-243 and Outlots 2-6, Eagle Trace, City of Madison, Dane County, Wisconsin.

Exhibit "B"

LOT #	PARCEL NUMBER	STREET ADDRESS
OL 1	0708 - 201 - 1301 - 0	10122 WHITE FOX LN *PRIVATE*
1	0708 - 201 - 1201 - 2	10129 WHITE FOX LN
2	0708 - 201 - 1202 - 0	10125 WHITE FOX LN
3	0708 - 201 - 1203 - 8	10121 WHITE FOX LN
OL 2	0708 - 201 - 1204 - 6	10101 WHITE FOX LN *STORMWATER*
4	0708 - 201 - 1218 - 7	415 N SUGAR MAPLE LN
5	0708 - 201 - 1217 - 9	419 N SUGAR MAPLE LN
6	0708 - 201 - 1216 - 1	423 N SUGAR MAPLE LN
7	0708 - 201 - 1215 - 3	427 N SUGAR MAPLE LN
8	0708 - 201 - 1214 - 5	431 N SUGAR MAPLE LN
9	0708 - 201 - 1213 - 7	435 N SUGAR MAPLE LN
10	0708 - 201 - 1212 - 9	439 N SUGAR MAPLE LN
11	0708 - 201 - 1211 - 1	443 N SUGAR MAPLE LN
12	0708 - 201 - 1210 - 3	447 N SUGAR MAPLE LN
13	0708 - 201 - 1209 - 6	501 N SUGAR MAPLE LN
14	0708 - 201 - 1208 - 8	505 N SUGAR MAPLE LN
15	0708 - 201 - 1207 - 0	509 N SUGAR MAPLE LN
16	0708 - 201 - 1206 - 2	513 N SUGAR MAPLE LN
17	0708 - 201 - 1205 - 4	517 N SUGAR MAPLE LN
18	0708 - 201 - 1401 - 8	610 SCHEWE RD
19	0708 - 201 - 1402 - 6	606 SCHEWE RD
20	0708 - 201 - 1403 - 4	602 SCHEWE RD
21	0708 - 201 - 1404 - 2	603 JAGGED PINE DR
22	0708 - 201 - 1405 - 0	607 JAGGED PINE DR
23	0708 - 201 - 1406 - 8	611 JAGGED PINE DR
24	0708 - 201 - 1407 - 6	615 JAGGED PINE DR
25	0708 - 201 - 1601 - 4	10304 IVORY DOVE TRL 614 JAGGED PINE DR
26	0708 - 201 - 1602 - 2	10308 IVORY DOVE TRL
27	0708 - 201 - 1603 - 0	613 SILENT WIND RD 10312 IVORY DOVE TRL
28	0708 - 201 - 1604 - 8	617 SILENT WIND RD
29	0708 - 201 - 1605 - 6	621 SILENT WIND RD
30	0708 - 201 - 1701 - 2	620 SILENT WIND RD
31	0708 - 201 - 1702 - 0	616 SILENT WIND RD
32	0708 - 201 - 1703 - 8	10324 IVORY DOVE TRL
33	0708 - 201 - 1704 - 6	10328 IVORY DOVE TRL
34	0708 - 201 - 1705 - 4	10332 IVORY DOVE TRL
35	0708 - 201 - 1706 - 2	10336 IVORY DOVE TRL
36	0708 - 201 - 1707 - 0	621 TAWNY ELM PKWY
37	0708 - 201 - 1708 - 8	625 TAWNY ELM PKWY
38	0708 - 201 - 1509 - 0	610 JAGGED PINE DR
39	0708 - 201 - 1510 - 7	606 JAGGED PINE DR

LOT #	PARCEL NUMBER	STREET ADDRESS
40	0708 - 201 - 1511 - 5	602 JAGGED PINE DR
41	0708 - 201 - 1512 - 3	10306 WHITE FOX LN
42	0708 - 201 - 1513 - 1	10310 WHITE FOX LN
43	0708 - 201 - 1514 - 9	10314 WHITE FOX LN
44	0708 - 201 - 1515 - 7	10318 WHITE FOX LN
45	0708 - 201 - 1516 - 5	10322 WHITE FOX LN
46	0708 - 201 - 1517 - 3	10326 WHITE FOX LN
47	0708 - 201 - 1518 - 1	10330 WHITE FOX LN
48	0708 - 201 - 1519 - 9	10334 WHITE FOX LN
49	0708 - 201 - 1520 - 6	601 TAWNY ELM PKWY 10338 WHITE FOX LN
50	0708 - 201 - 1521 - 4	605 TAWNY ELM PKWY
51	0708 - 201 - 1501 - 6	609 TAWNY ELM PKWY 10335 IVORY DOVE TRL
52	0708 - 201 - 1502 - 4	10331 IVORY DOVE TRL
53	0708 - 201 - 1503 - 2	10327 IVORY DOVE TRL
54	0708 - 201 - 1504 - 0	10323 IVORY DOVE TRL
55	0708 - 201 - 1505 - 8	10319 IVORY DOVE TRL
56	0708 - 201 - 1506 - 6	10315 IVORY DOVE TRL
57	0708 - 201 - 1507 - 4	10311 IVORY DOVE TRL
58	0708 - 201 - 1508 - 2	10307 IVORY DOVE TRL
OL 3	0708 - 201 - 0901 - 9	10321 WHITE FOX LN 527 TAWNY ELM PKWY *Dedicated as PARK*
59	0708 - 201 - 0902 - 7	10207 WHITE FOX LN
60	0708 - 201 - 0903 - 5	538 N SUGAR MAPLE LN
61	0708 - 201 - 0904 - 3	534 N SUGAR MAPLE LN
62	0708 - 201 - 0905 - 1	530 N SUGAR MAPLE LN
63	0708 - 201 - 0906 - 9	526 N SUGAR MAPLE LN
64	0708 - 201 - 0907 - 7	522 N SUGAR MAPLE LN
65	0708 - 201 - 0908 - 5	518 N SUGAR MAPLE LN
66	0708 - 201 - 0909 - 3	514 N SUGAR MAPLE LN
67	0708 - 201 - 0910 - 0	510 N SUGAR MAPLE LN
68	0708 - 201 - 0911 - 8	10202 SISTER OAK DR
69	0708 - 201 - 0912 - 6	10206 SISTER OAK DR
70	0708 - 201 - 0913 - 4	10210 SISTER OAK DR
71	0708 - 201 - 0914 - 2	10214 SISTER OAK DR
72	0708 - 201 - 0915 - 0	10218 SISTER OAK DR
73	0708 - 201 - 0916 - 8	10222 SISTER OAK DR
74	0708 - 201 - 0917 - 6	10304 SISTER OAK DR
75	0708 - 201 - 0918 - 4	10308 SISTER OAK DR
76	0708 - 201 - 0919 - 2	10312 SISTER OAK DR
77	0708 - 201 - 0920 - 9	10316 SISTER OAK DR
78	0708 - 201 - 0921 - 7	10320 SISTER OAK DR
79	0708 - 201 - 0922 - 5	10324 SISTER OAK DR
80	0708 - 201 - 0923 - 3	10328 SISTER OAK DR

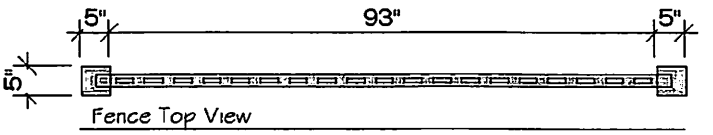
LOT #	PARCEL NUMBER	STREET ADDRESS
81	0708 - 201 - 0924 - 1	503 TAWNY ELM PKWY 10332 SISTER OAK DR
82	0708 - 201 - 0925 - 9	507 TAWNY ELM PKWY
83	0708 - 201 - 0926 - 7	511 TAWNY ELM PKWY
84	0708 - 201 - 0927 - 5	515 TAWNY ELM PKWY
85	0708 - 201 - 0928 - 3	519 TAWNY ELM PKWY
86	0708 - 201 - 0929 - 1	523 TAWNY ELM PKWY
87	0708 - 201 - 1110 - 5	446 N SUGAR MAPLE LN
88	0708 - 201 - 1111 - 3	442 N SUGAR MAPLE LN
89	0708 - 201 - 1112 - 1	438 N SUGAR MAPLE LN
90	0708 - 201 - 1113 - 9	434 N SUGAR MAPLE LN
91	0708 - 201 - 1114 - 7	430 N SUGAR MAPLE LN
92	0708 - 201 - 1115 - 5	426 N SUGAR MAPLE LN
93	0708 - 201 - 1116 - 3	422 N SUGAR MAPLE LN
94	0708 - 201 - 1117 - 1	418 N SUGAR MAPLE LN
95	0708 - 201 - 1118 - 9	414 N SUGAR MAPLE LN
96	0708 - 201 - 1101 - 4	413 LUSH WOODS TRL
97	0708 - 201 - 1102 - 2	417 LUSH WOODS TRL
98	0708 - 201 - 1103 - 0	421 LUSH WOODS TRL
99	0708 - 201 - 1104 - 8	425 LUSH WOODS TRL
100	0708 - 201 - 1105 - 6	429 LUSH WOODS TRL
101	0708 - 201 - 1106 - 4	433 LUSH WOODS TRL
102	0708 - 201 - 1107 - 2	10221 SISTER OAK DR
103	0708 - 201 - 1108 - 0	10217 SISTER OAK DR
104	0708 - 201 - 1109 - 8	10213 SISTER OAK DR
105	0708 - 201 - 1013 - 1	434 LUSH WOODS TRL 10303 SISTER OAK DR
106	0708 - 201 - 1014 - 9	430 LUSH WOODS TRL
107	0708 - 201 - 1015 - 7	426 LUSH WOODS TRL
108	0708 - 201 - 1016 - 5	422 LUSH WOODS TRL
109	0708 - 201 - 1017 - 3	418 LUSH WOODS TRL
110	0708 - 201 - 1018 - 1	414 LUSH WOODS TRL
111	0708 - 201 - 1001 - 6	415 TAWNY ELM PKWY
112	0708 - 201 - 1002 - 4	419 TAWNY ELM PKWY
113	0708 - 201 - 1003 - 2	423 TAWNY ELM PKWY
114	0708 - 201 - 1004 - 0	427 TAWNY ELM PKWY
115	0708 - 201 - 1005 - 8	431 TAWNY ELM PKWY
116	0708 - 201 - 1006 - 6	435 TAWNY ELM PKWY 10331 SISTER OAK DR
OL 4	0708 - 201 - 1007 - 4	10327 SISTER OAK DR *STORMWATER*
117	0708 - 201 - 1008 - 2	10323 SISTER OAK DR
118	0708 - 201 - 1009 - 0	10319 SISTER OAK DR
119	0708 - 201 - 1010 - 7	10315 SISTER OAK DR
120	0708 - 201 - 1011 - 5	10311 SISTER OAK DR
121	0708 - 201 - 1012 - 3	10307 SISTER OAK DR

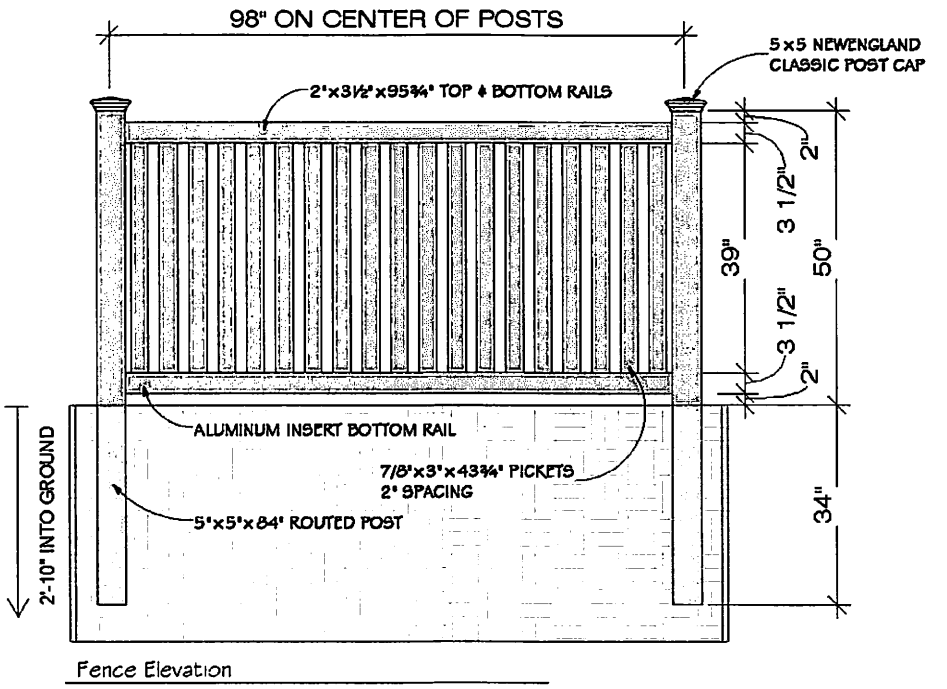
LOT #	PARCEL NUMBER	STREET ADDRESS
122	0708 - 201 - 0801 - 1	10441 VELVET WILLOW RD
123	0708 - 201 - 0802 - 9	10437 VELVET WILLOW RD
124	0708 - 201 - 0803 - 7	10433 VELVET WILLOW RD
125	0708 - 201 - 0804 - 5	10429 VELVET WILLOW RD
126	0708 - 201 - 0805 - 3	10425 VELVET WILLOW RD
127	0708 - 201 - 0806 - 1	10421 VELVET WILLOW RD
128	0708 - 201 - 0807 - 9	10417 VELVET WILLOW RD
129	0708 - 201 - 0808 - 7	10413 VELVET WILLOW RD
130	0708 - 201 - 0809 - 5	10409 VELVET WILLOW RD
131	0708 - 201 - 0810 - 2	10405 VELVET WILLOW RD
132	0708 - 201 - 0811 - 0	10401 VELVET WILLOW RD
133	0708 - 201 - 0710 - 4	428 TAWNY ELM PKWY
134	0708 - 201 - 0711 - 2	10406 VELVET WILLOW RD
135	0708 - 201 - 0712 - 0	10410 VELVET WILLOW RD
136	0708 - 201 - 0713 - 8	10414 VELVET WILLOW RD
137	0708 - 201 - 0714 - 6	10418 VELVET WILLOW RD
138	0708 - 201 - 0715 - 4	10422 VELVET WILLOW RD
139	0708 - 201 - 0716 - 2	10426 VELVET WILLOW RD
140	0708 - 201 - 0701 - 3	10423 HOLLOW ASPEN LN
141	0708 - 201 - 0702 - 1	10419 HOLLOW ASPEN LN
142	0708 - 201 - 0703 - 9	10415 HOLLOW ASPEN LN
143	0708 - 201 0704 7	10411 HOLLOW ASPEN LN
144	0708 - 201 - 0705 - 5	10407 HOLLOW ASPEN LN
145	0708 - 201 - 0706 - 3	508 TAWNY ELM PKWY
146	0708 - 201 0707 1	504 TAWNY ELM PKWY
147	0708 - 201 - 0708 - 9	436 TAWNY ELM PKWY
148	0708 - 201 0709 7	432 TAWNY ELM PKWY
149	0708 - 201 - 0606 - 5	10406 HOLLOW ASPEN LN 520 TAWNY ELM PKWY
150	0708 - 201 - 0607 - 3	10410 HOLLOW ASPEN LN
151	0708 - 201 - 0608 - 1	10414 HOLLOW ASPEN LN
152	0708 - 201 - 0609 - 9	10418 HOLLOW ASPEN LN
153	0708 - 201 - 0610 - 6	10422 HOLLOW ASPEN LN
154	0708 - 201 - 0611 - 4	525 RUSTIC RISE WAY
155	0708 - 201 - 0612 - 2	529 RUSTIC RISE WAY
156	0708 - 201 - 0613 - 0	533 RUSTIC RISE WAY
157	0708 - 201 - 0601 - 5	537 RUSTIC RISE WAY
158	0708 - 201 - 0602 - 3	536 TAWNY ELM PKWY
159	0708 - 201 - 0603 - 1	532 TAWNY ELM PKWY
160	0708 - 201 - 0604 - 9	528 TAWNY ELM PKWY
161	0708 - 201 - 0605 - 7	524 TAWNY ELM PKWY
162	0708 - 201 - 1806 - 0	10407 WHITE FOX LN
163	0708 - 201 - 1807 - 8	10408 WHITE FOX LN
164	0708 - 201 - 1808 - 6	10412 WHITE FOX LN
165	0708 - 201 - 1809 - 4	10416 WHITE FOX LN
166	0708 - 201 - 1810 - 1	607 RUSTIC RISE WAY

LOT #	PARCEL NUMBER	STREET ADDRESS
167	0708 - 201 - 1811 - 9	611 RUSTIC RISE WAY
168	0708 - 201 - 1812 - 7	615 RUSTIC RISE WAY
169	0708 - 201 - 1813 - 5	619 RUSTIC RISE WAY
170	0708 - 201 - 1814 - 3	623 RUSTIC RISE WAY
171	0708 - 201 - 1801 - 0	622 TAWNY ELM PKWY
172	0708 - 201 - 1802 - 8	618 TAWNY ELM PKWY
173	0708 - 201 - 1803 - 6	614 TAWNY ELM PKWY
174	0708 - 201 - 1804 - 4	610 TAWNY ELM PKWY
175	0708 - 201 - 1805 - 2	606 TAWNY ELM PKWY
176	0708 - 201 - 1901 - 8	620 RUSTIC RISE WAY
177	0708 - 201 - 1902 - 6	616 RUSTIC RISE WAY
178	0708 - 201 - 1903 - 4	612 RUSTIC RISE WAY
179	0708 - 201 - 1904 - 2	608 RUSTIC RISE WAY
180	0708 - 201 - 1905 - 0	604 RUSTIC RISE WAY
181	0708 - 201 - 1906 - 8	601 WINDY WILLOW RD
182	0708 - 201 - 1907 - 6	605 WINDY WILLOW RD
183	0708 - 201 - 1908 - 4	609 WINDY WILLOW RD
184	0708 - 201 - 1909 - 2	613 WINDY WILLOW RD
185	0708 - 201 - 1910 - 9	617 WINDY WILLOW RD
186	0708 - 201 - 2001 - 5	618 WINDY WILLOW RD
187	0708 - 201 - 2002 - 3	614 WINDY WILLOW RD
188	0708 - 201 - 2003 - 1	610 WINDY WILLOW RD
189	0708 - 201 - 2004 - 9	606 WINDY WILLOW RD
190	0708 - 201 - 2005 - 7	602 WINDY WILLOW RD
191	0708 - 201 - 2006 - 5	603 CLEAR POND WAY
192	0708 - 201 - 2007 - 3	607 CLEAR POND WAY
193	0708 - 201 - 2008 - 1	611 CLEAR POND WAY
194	0708 - 201 - 2009 - 9	615 CLEAR POND WAY
195	0708 - 201 - 2010 - 6	619 CLEAR POND WAY
196	0708 - 201 - 2105 - 5	620 CLEAR POND WAY
197	0708 - 201 - 2104 - 7	616 CLEAR POND WAY
198	0708 - 201 - 2103 - 9	612 CLEAR POND WAY
199	0708 - 201 - 2102 - 1	608 CLEAR POND WAY
200	0708 - 201 - 2101 - 3	604 CLEAR POND WAY
201	0708 - 201 - 0502 - 5	538 RUSTIC RISE WAY
202	0708 - 201 - 0503 - 3	534 RUSTIC RISE WAY
203	0708 - 201 - 0504 - 1	530 RUSTIC RISE WAY
204	0708 - 201 - 0505 - 9	526 RUSTIC RISE WAY
205	0708 - 201 - 0506 - 7	522 RUSTIC RISE WAY
206	0708 - 201 - 0507 - 5	518 RUSTIC RISE WAY
207	0708 - 201 - 0508 - 3	514 RUSTIC RISE WAY
208	0708 - 201 - 0509 - 1	510 RUSTIC RISE WAY
209	0708 - 201 - 0510 - 8	506 RUSTIC RISE WAY
210	0708 - 201 - 0511 - 6	10438 VELVET WILLOW RD
211	0708 - 201 - 0512 - 4	10442 VELVET WILLOW RD
212	0708 - 201 - 0513 - 2	417 CLEAR POND WAY 10446 VELVET WILLOW RD
213	0708 - 201 - 0514 - 0	503 WINDY WILLOW RD
214	0708 - 201 - 0515 - 8	507 WINDY WILLOW RD
215	0708 - 201 - 0516 - 6	511 WINDY WILLOW RD
216	0708 - 201 - 0517 - 4	515 WINDY WILLOW RD
217	0708 - 201 - 0518 - 2	519 WINDY WILLOW RD
218	0708 - 201 - 0519 - 0	523 WINDY WILLOW RD
219	0708 - 201 - 0520 - 7	527 WINDY WILLOW RD
220	0708 - 201 - 0521 - 5	531 WINDY WILLOW RD
221	0708 - 201 - 0522 - 3	535 WINDY WILLOW RD
222	0708 - 201 - 0501 - 7	539 WINDY WILLOW RD
223	0708 - 201 - 0402 - 7	536 WINDY WILLOW RD
224	0708 - 201 - 0403 - 5	532 WINDY WILLOW RD
225	0708 - 201 - 0404 - 3	528 WINDY WILLOW RD
226	0708 - 201 - 0405 - 1	520 WINDY WILLOW RD
227	0708 - 201 - 0406 - 9	516 WINDY WILLOW RD
228	0708 - 201 - 0407 - 7	512 WINDY WILLOW RD
229	0708 - 201 - 0408 - 5	505 CLEAR POND WAY 504 WINDY WILLOW RD
230	0708 - 201 - 0409 - 3	513 CLEAR POND WAY
231	0708 - 201 - 0410 - 0	521 CLEAR POND WAY
232	0708 - 201 - 0411 - 8	525 CLEAR POND WAY
233	0708 - 201 - 0412 - 6	529 CLEAR POND WAY
234	0708 - 201 - 0413 - 4	533 CLEAR POND WAY
235	0708 - 201 - 0401 - 9	537 CLEAR POND WAY
OL 5	0708 - 201 - 0301 1	530 CLEAR POND WAY *STORMWATER*
236	0708 - 201 - 0302 - 9	526 CLEAR POND WAY
237	0708 - 201 - 0303 - 7	522 CLEAR POND WAY
238	0708 - 201 - 0304 - 5	518 CLEAR POND WAY
239	0708 - 201 - 0305 - 3	514 CLEAR POND WAY
240	0708 - 201 - 0306 - 1	510 CLEAR POND WAY
241	0708 - 201 - 0307 - 9	506 CLEAR POND WAY
242	0708 - 201 - 0308 - 7	502 CLEAR POND WAY
OL 6	0708 - 201 - 0309 - 5	418 CLEAR POND WAY *STORMWATER*
243	0708 - 201 - 0310 - 2	414 CLEAR POND WAY

Exhibit "E"

STRATFORD





NOTE:

MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

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

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

VERIDIAN HOMES

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

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

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5579505
04/20/2020 12:35 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 8
The above recording information verifies that this document has been electronically recorded and returned to the submitter.

EAGLE TRACE
SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Second Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Eagle Trace, which Declaration was dated December 17, 2018, recorded December 18, 2018 in the Office of the Dane County Wisconsin Register of Deeds as Document No. 5460437 (the "Declaration") as amended by a First Amendment dated September 19, 2019, recorded October 9, 2019, in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5529611 (the "First Amendment") and collectively with the Original Declaration (the "Declaration"). Declarant hereby amends the Declaration as follows:

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

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the **"Property"**, the **"Subdivision"** or **"Eagle Trace"**.

3) Section B-7)J is hereby deleted in its entirety and replaced with the following: "Lots 73 and 74 shall have a 20 foot (20') wide public storm sewer easement and public drainage easement along the east property line. No grading change or fences will be permitted within this easement without the written consent of the City of Madison's Engineering Division City Engineer."

4) Section B-15 is hereby deleted in its entirety and replaced with the following: "Certain Lots will have a retaining wall in the rear yard. The area beyond the rear retaining wall, but within the property boundary, will be landscaped and maintained by Buyer. Mowing beyond the rear retaining wall is not required of the homeowner as not all homeowners will be able to access this area. Fences are not required beyond the rear retaining wall and if fence is installed the homeowner will not be required by the Architectural Control Committee to construct a fence to the rear property line."

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

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

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

[signatures on next page]

IN WITNESS WHEREOF, the said VHET LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 10 day of April, 2020.

VHET, LLC
By: VH Holdings, LLC, Its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

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

Personally came before me this 10 day of April, 2020, Chris Ehlers the Authorized Signatory of VHET, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

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

DOUCMENT DRAFTED BY:
Atty. Gregory J. Paradise

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

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

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

State Bank of Cross Plains

By: _____
Kevin Mahaney, Vice President – Commercial Banker

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

JASON ETERNICK NOTARY PUBLIC STATE OF WISCONSIN

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

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 6/27/2021

Exhibit "A"

Lots 1-243 and Outlots 2-6, Eagle Trace, City of Madison, Dane County, Wisconsin.

Exhibit "B"

LOT #	PARCEL NUMBER	STREET ADDRESS
OL 1	0708 - 201 - 1301 - 0	10122 WHITE FOX LN *PRIVATE*
1	0708 - 201 - 1201 - 2	10129 WHITE FOX LN
2	0708 - 201 - 1202 - 0	10125 WHITE FOX LN
3	0708 - 201 - 1203 - 8	10121 WHITE FOX LN
OL 2	0708 - 201 - 1204 - 6	10101 WHITE FOX LN *STORMWATER*
4	0708 - 201 - 1218 - 7	415 N SUGAR MAPLE LN
5	0708 - 201 - 1217 - 9	419 N SUGAR MAPLE LN
6	0708 - 201 - 1216 - 1	423 N SUGAR MAPLE LN
7	0708 - 201 - 1215 - 3	427 N SUGAR MAPLE LN
8	0708 - 201 - 1214 - 5	431 N SUGAR MAPLE LN
9	0708 - 201 - 1213 - 7	435 N SUGAR MAPLE LN
10	0708 - 201 - 1212 - 9	439 N SUGAR MAPLE LN
11	0708 - 201 - 1211 - 1	443 N SUGAR MAPLE LN
12	0708 - 201 - 1210 - 3	447 N SUGAR MAPLE LN
13	0708 - 201 - 1209 - 6	501 N SUGAR MAPLE LN
14	0708 - 201 - 1208 - 8	505 N SUGAR MAPLE LN
15	0708 - 201 - 1207 - 0	509 N SUGAR MAPLE LN
16	0708 - 201 - 1206 - 2	513 N SUGAR MAPLE LN
17	0708 - 201 - 1205 - 4	517 N SUGAR MAPLE LN
18	0708 - 201 - 1401 - 8	610 SCHEWE RD
19	0708 - 201 - 1402 - 6	606 SCHEWE RD
20	0708 - 201 - 1403 - 4	602 SCHEWE RD
21	0708 - 201 - 1404 - 2	603 JAGGED PINE DR
22	0708 - 201 - 1405 - 0	607 JAGGED PINE DR
23	0708 - 201 - 1406 - 8	611 JAGGED PINE DR
24	0708 - 201 - 1407 - 6	615 JAGGED PINE DR
25	0708 - 201 - 1601 - 4	10304 IVORY DOVE TRL 614 JAGGED PINE DR
26	0708 - 201 - 1602 - 2	10308 IVORY DOVE TRL
27	0708 - 201 - 1603 - 0	613 SILENT WIND RD 10312 IVORY DOVE TRL
28	0708 - 201 - 1604 - 8	617 SILENT WIND RD
29	0708 - 201 - 1605 - 6	621 SILENT WIND RD
30	0708 - 201 - 1701 - 2	620 SILENT WIND RD
31	0708 - 201 - 1702 - 0	616 SILENT WIND RD
32	0708 - 201 - 1703 - 8	10324 IVORY DOVE TRL
33	0708 - 201 - 1704 - 6	10328 IVORY DOVE TRL
34	0708 - 201 - 1705 - 4	10332 IVORY DOVE TRL
35	0708 - 201 - 1706 - 2	10336 IVORY DOVE TRL
36	0708 - 201 - 1707 - 0	621 TAWNY ELM PKWY
37	0708 - 201 - 1708 - 8	625 TAWNY ELM PKWY
38	0708 - 201 - 1509 - 0	610 JAGGED PINE DR
39	0708 - 201 - 1510 - 7	606 JAGGED PINE DR
40	0708 - 201 - 1511 - 5	602 JAGGED PINE DR
41	0708 - 201 - 1512 - 3	10306 WHITE FOX LN
42	0708 - 201 - 1513 - 1	10310 WHITE FOX LN
43	0708 - 201 - 1514 - 9	10314 WHITE FOX LN
44	0708 - 201 - 1515 - 7	10318 WHITE FOX LN
45	0708 - 201 - 1516 - 5	10322 WHITE FOX LN
46	0708 - 201 - 1517 - 3	10326 WHITE FOX LN
47	0708 - 201 - 1518 - 1	10330 WHITE FOX LN
48	0708 - 201 - 1519 - 9	10334 WHITE FOX LN
49	0708 - 201 - 1520 - 6	601 TAWNY ELM PKWY 10338 WHITE FOX LN
50	0708 - 201 - 1521 - 4	605 TAWNY ELM PKWY
51	0708 - 201 - 1501 - 6	609 TAWNY ELM PKWY 10335 IVORY DOVE TRL
52	0708 - 201 - 1502 - 4	10331 IVORY DOVE TRL
53	0708 - 201 - 1503 - 2	10327 IVORY DOVE TRL
54	0708 - 201 - 1504 - 0	10323 IVORY DOVE TRL
55	0708 - 201 - 1505 - 8	10319 IVORY DOVE TRL
56	0708 - 201 - 1506 - 6	10315 IVORY DOVE TRL
57	0708 - 201 - 1507 - 4	10311 IVORY DOVE TRL
58	0708 - 201 - 1508 - 2	10307 IVORY DOVE TRL
OL 3	0708 - 201 - 0901 - 9	10321 WHITE FOX LN 527 TAWNY ELM PKWY *Dedicated as PARK*
59	0708 - 201 - 0902 - 7	10207 WHITE FOX LN
60	0708 - 201 - 0903 - 5	538 N SUGAR MAPLE LN
61	0708 - 201 - 0904 - 3	534 N SUGAR MAPLE LN
62	0708 - 201 - 0905 - 1	530 N SUGAR MAPLE LN
63	0708 - 201 - 0906 - 9	526 N SUGAR MAPLE LN
64	0708 - 201 - 0907 - 7	522 N SUGAR MAPLE LN
65	0708 - 201 - 0908 - 5	518 N SUGAR MAPLE LN
66	0708 - 201 - 0909 - 3	514 N SUGAR MAPLE LN
67	0708 - 201 - 0910 - 0	510 N SUGAR MAPLE LN
68	0708 - 201 - 0911 - 8	10202 SISTER OAK DR
69	0708 - 201 - 0912 - 6	10206 SISTER OAK DR
70	0708 - 201 - 0913 - 4	10210 SISTER OAK DR
71	0708 - 201 - 0914 - 2	10214 SISTER OAK DR
72	0708 - 201 - 0915 - 0	10218 SISTER OAK DR
73	0708 - 201 - 0916 - 8	10222 SISTER OAK DR
74	0708 - 201 - 0917 - 6	10304 SISTER OAK DR
75	0708 - 201 - 0918 - 4	10308 SISTER OAK DR
76	0708 - 201 - 0919 - 2	10312 SISTER OAK DR
77	0708 - 201 - 0920 - 9	10316 SISTER OAK DR
78	0708 - 201 - 0921 - 7	10320 SISTER OAK DR
79	0708 - 201 - 0922 - 5	10324 SISTER OAK DR
80	0708 - 201 - 0923 - 3	10328 SISTER OAK DR

LOT #	PARCEL NUMBER	STREET ADDRESS
81	0708 - 201 - 0924 - 1	503 TAWNY ELM PKWY 10332 SISTER OAK DR
82	0708 - 201 - 0925 - 9	507 TAWNY ELM PKWY
83	0708 - 201 - 0926 - 7	511 TAWNY ELM PKWY
84	0708 - 201 - 0927 - 5	515 TAWNY ELM PKWY
85	0708 - 201 - 0928 - 3	519 TAWNY ELM PKWY
86	0708 - 201 - 0929 - 1	523 TAWNY ELM PKWY
87	0708 - 201 - 1110 - 5	446 N SUGAR MAPLE LN
88	0708 - 201 - 1111 - 3	442 N SUGAR MAPLE LN
89	0708 - 201 - 1112 - 1	438 N SUGAR MAPLE LN
90	0708 - 201 - 1113 - 9	434 N SUGAR MAPLE LN
91	0708 - 201 - 1114 - 7	430 N SUGAR MAPLE LN
92	0708 - 201 - 1115 - 5	426 N SUGAR MAPLE LN
93	0708 - 201 - 1116 - 3	422 N SUGAR MAPLE LN
94	0708 - 201 - 1117 - 1	418 N SUGAR MAPLE LN
95	0708 - 201 - 1118 - 9	414 N SUGAR MAPLE LN
96	0708 - 201 - 1101 - 4	413 LUSH WOODS TRL
97	0708 - 201 - 1102 - 2	417 LUSH WOODS TRL
98	0708 - 201 - 1103 - 0	421 LUSH WOODS TRL
99	0708 - 201 - 1104 - 8	425 LUSH WOODS TRL
100	0708 - 201 - 1105 - 6	429 LUSH WOODS TRL
101	0708 - 201 - 1106 - 4	433 LUSH WOODS TRL
102	0708 - 201 - 1107 - 2	10221 SISTER OAK DR
103	0708 - 201 - 1108 - 0	10217 SISTER OAK DR
104	0708 - 201 - 1109 - 8	10213 SISTER OAK DR
105	0708 - 201 - 1013 - 1	434 LUSH WOODS TRL 10303 SISTER OAK DR
106	0708 - 201 - 1014 - 9	430 LUSH WOODS TRL
107	0708 - 201 - 1015 - 7	426 LUSH WOODS TRL
108	0708 - 201 - 1016 - 5	422 LUSH WOODS TRL
109	0708 - 201 - 1017 - 3	418 LUSH WOODS TRL
110	0708 - 201 - 1018 - 1	414 LUSH WOODS TRL
111	0708 - 201 - 1001 - 6	415 TAWNY ELM PKWY
112	0708 - 201 - 1002 - 4	419 TAWNY ELM PKWY
113	0708 - 201 - 1003 - 2	423 TAWNY ELM PKWY
114	0708 - 201 - 1004 - 0	427 TAWNY ELM PKWY
115	0708 - 201 - 1005 - 8	431 TAWNY ELM PKWY
116	0708 - 201 - 1006 - 6	435 TAWNY ELM PKWY 10331 SISTER OAK DR
OL 4	0708 - 201 - 1007 - 4	10327 SISTER OAK DR *STORMWATER*
117	0708 - 201 - 1008 - 2	10323 SISTER OAK DR
118	0708 - 201 - 1009 - 0	10319 SISTER OAK DR
119	0708 - 201 - 1010 - 7	10315 SISTER OAK DR
120	0708 - 201 - 1011 - 5	10311 SISTER OAK DR
121	0708 - 201 - 1012 - 3	10307 SISTER OAK DR

LOT #	PARCEL NUMBER	STREET ADDRESS
122	0708 - 201 - 0801 - 1	10441 VELVET WILLOW RD
123	0708 - 201 - 0802 - 9	10437 VELVET WILLOW RD
124	0708 - 201 - 0803 - 7	10433 VELVET WILLOW RD
125	0708 - 201 - 0804 - 5	10429 VELVET WILLOW RD
126	0708 - 201 - 0805 - 3	10425 VELVET WILLOW RD
127	0708 - 201 - 0806 - 1	10421 VELVET WILLOW RD
128	0708 - 201 - 0807 - 9	10417 VELVET WILLOW RD
129	0708 - 201 - 0808 - 7	10413 VELVET WILLOW RD
130	0708 - 201 - 0809 - 5	10409 VELVET WILLOW RD
131	0708 - 201 - 0810 - 2	10405 VELVET WILLOW RD
132	0708 - 201 - 0811 - 0	10401 VELVET WILLOW RD
133	0708 - 201 - 0710 - 4	428 TAWNY ELM PKWY
134	0708 - 201 - 0711 - 2	10406 VELVET WILLOW RD
135	0708 - 201 - 0712 - 0	10410 VELVET WILLOW RD
136	0708 - 201 - 0713 - 8	10414 VELVET WILLOW RD
137	0708 - 201 - 0714 - 6	10418 VELVET WILLOW RD
138	0708 - 201 - 0715 - 4	10422 VELVET WILLOW RD
139	0708 - 201 - 0716 - 2	10426 VELVET WILLOW RD
140	0708 - 201 - 0701 - 3	10423 HOLLOW ASPEN LN
141	0708 - 201 - 0702 - 1	10419 HOLLOW ASPEN LN
142	0708 - 201 - 0703 - 9	10415 HOLLOW ASPEN LN
143	0708 - 201 0704 7	10411 HOLLOW ASPEN LN
144	0708 - 201 - 0705 - 5	10407 HOLLOW ASPEN LN
145	0708 - 201 - 0706 - 3	508 TAWNY ELM PKWY
146	0708 - 201 0707 1	504 TAWNY ELM PKWY
147	0708 - 201 - 0708 - 9	436 TAWNY ELM PKWY
148	0708 - 201 0709 7	432 TAWNY ELM PKWY
149	0708 - 201 - 0606 - 5	10406 HOLLOW ASPEN LN 520 TAWNY ELM PKWY
150	0708 - 201 - 0607 - 3	10410 HOLLOW ASPEN LN
151	0708 - 201 - 0608 - 1	10414 HOLLOW ASPEN LN
152	0708 - 201 - 0609 - 9	10418 HOLLOW ASPEN LN
153	0708 - 201 - 0610 - 6	10422 HOLLOW ASPEN LN
154	0708 - 201 - 0611 - 4	525 RUSTIC RISE WAY
155	0708 - 201 - 0612 - 2	529 RUSTIC RISE WAY
156	0708 - 201 - 0613 - 0	533 RUSTIC RISE WAY
157	0708 - 201 - 0601 - 5	537 RUSTIC RISE WAY
158	0708 - 201 - 0602 - 3	536 TAWNY ELM PKWY
159	0708 - 201 - 0603 - 1	532 TAWNY ELM PKWY
160	0708 - 201 - 0604 - 9	528 TAWNY ELM PKWY
161	0708 - 201 - 0605 - 7	524 TAWNY ELM PKWY
162	0708 - 201 - 1806 - 0	10407 WHITE FOX LN
163	0708 - 201 - 1807 - 8	10408 WHITE FOX LN
164	0708 - 201 - 1808 - 6	10412 WHITE FOX LN
165	0708 - 201 - 1809 - 4	10416 WHITE FOX LN
166	0708 - 201 - 1810 - 1	607 RUSTIC RISE WAY

LOT #	PARCEL NUMBER	STREET ADDRESS
167	0708 - 201 - 1811 - 9	611 RUSTIC RISE WAY
168	0708 - 201 - 1812 - 7	615 RUSTIC RISE WAY
169	0708 - 201 - 1813 - 5	619 RUSTIC RISE WAY
170	0708 - 201 - 1814 - 3	623 RUSTIC RISE WAY
171	0708 - 201 - 1801 - 0	622 TAWNY ELM PKWY
172	0708 - 201 - 1802 - 8	618 TAWNY ELM PKWY
173	0708 - 201 - 1803 - 6	614 TAWNY ELM PKWY
174	0708 - 201 - 1804 - 4	610 TAWNY ELM PKWY
175	0708 - 201 - 1805 - 2	606 TAWNY ELM PKWY
176	0708 - 201 - 1901 - 8	620 RUSTIC RISE WAY
177	0708 - 201 - 1902 - 6	616 RUSTIC RISE WAY
178	0708 - 201 - 1903 - 4	612 RUSTIC RISE WAY
179	0708 - 201 - 1904 - 2	608 RUSTIC RISE WAY
180	0708 - 201 - 1905 - 0	604 RUSTIC RISE WAY
181	0708 - 201 - 1906 - 8	601 WINDY WILLOW RD
182	0708 - 201 - 1907 - 6	605 WINDY WILLOW RD
183	0708 - 201 - 1908 - 4	609 WINDY WILLOW RD
184	0708 - 201 - 1909 - 2	613 WINDY WILLOW RD
185	0708 - 201 - 1910 - 9	617 WINDY WILLOW RD
186	0708 - 201 - 2001 - 5	618 WINDY WILLOW RD
187	0708 - 201 - 2002 - 3	614 WINDY WILLOW RD
188	0708 - 201 - 2003 - 1	610 WINDY WILLOW RD
189	0708 - 201 - 2004 - 9	606 WINDY WILLOW RD
190	0708 - 201 - 2005 - 7	602 WINDY WILLOW RD
191	0708 - 201 - 2006 - 5	603 CLEAR POND WAY
192	0708 - 201 - 2007 - 3	607 CLEAR POND WAY
193	0708 - 201 - 2008 - 1	611 CLEAR POND WAY
194	0708 - 201 - 2009 - 9	615 CLEAR POND WAY
195	0708 - 201 - 2010 - 6	619 CLEAR POND WAY
196	0708 - 201 - 2105 - 5	620 CLEAR POND WAY
197	0708 - 201 - 2104 - 7	616 CLEAR POND WAY
198	0708 - 201 - 2103 - 9	612 CLEAR POND WAY
199	0708 - 201 - 2102 - 1	608 CLEAR POND WAY
200	0708 - 201 - 2101 - 3	604 CLEAR POND WAY
201	0708 - 201 - 0502 - 5	538 RUSTIC RISE WAY
202	0708 - 201 - 0503 - 3	534 RUSTIC RISE WAY
203	0708 - 201 - 0504 - 1	530 RUSTIC RISE WAY
204	0708 - 201 - 0505 - 9	526 RUSTIC RISE WAY
205	0708 - 201 - 0506 - 7	522 RUSTIC RISE WAY
206	0708 - 201 - 0507 - 5	518 RUSTIC RISE WAY
207	0708 - 201 - 0508 - 3	514 RUSTIC RISE WAY
208	0708 - 201 - 0509 - 1	510 RUSTIC RISE WAY
209	0708 - 201 - 0510 - 8	506 RUSTIC RISE WAY
210	0708 - 201 - 0511 - 6	10438 VELVET WILLOW RD
211	0708 - 201 - 0512 - 4	10442 VELVET WILLOW RD
212	0708 - 201 - 0513 - 2	417 CLEAR POND WAY 10446 VELVET WILLOW RD
213	0708 - 201 - 0514 - 0	503 WINDY WILLOW RD
214	0708 - 201 - 0515 - 8	507 WINDY WILLOW RD
215	0708 - 201 - 0516 - 6	511 WINDY WILLOW RD
216	0708 - 201 - 0517 - 4	515 WINDY WILLOW RD
217	0708 - 201 - 0518 - 2	519 WINDY WILLOW RD
218	0708 - 201 - 0519 - 0	523 WINDY WILLOW RD
219	0708 - 201 - 0520 - 7	527 WINDY WILLOW RD
220	0708 - 201 - 0521 - 5	531 WINDY WILLOW RD
221	0708 - 201 - 0522 - 3	535 WINDY WILLOW RD
222	0708 - 201 - 0501 - 7	539 WINDY WILLOW RD
223	0708 - 201 - 0402 - 7	536 WINDY WILLOW RD
224	0708 - 201 - 0403 - 5	532 WINDY WILLOW RD
225	0708 - 201 - 0404 - 3	528 WINDY WILLOW RD
226	0708 - 201 - 0405 - 1	520 WINDY WILLOW RD
227	0708 - 201 - 0406 - 9	516 WINDY WILLOW RD
228	0708 - 201 - 0407 - 7	512 WINDY WILLOW RD
229	0708 - 201 - 0408 - 5	505 CLEAR POND WAY 504 WINDY WILLOW RD
230	0708 - 201 - 0409 - 3	513 CLEAR POND WAY
231	0708 - 201 - 0410 - 0	521 CLEAR POND WAY
232	0708 - 201 - 0411 - 8	525 CLEAR POND WAY
233	0708 - 201 - 0412 - 6	529 CLEAR POND WAY
234	0708 - 201 - 0413 - 4	533 CLEAR POND WAY
235	0708 - 201 - 0401 - 9	537 CLEAR POND WAY
OL 5	0708 - 201 - 0301 1	530 CLEAR POND WAY *STORMWATER*
236	0708 - 201 - 0302 - 9	526 CLEAR POND WAY
237	0708 - 201 - 0303 - 7	522 CLEAR POND WAY
238	0708 - 201 - 0304 - 5	518 CLEAR POND WAY
239	0708 - 201 - 0305 - 3	514 CLEAR POND WAY
240	0708 - 201 - 0306 - 1	510 CLEAR POND WAY
241	0708 - 201 - 0307 - 9	506 CLEAR POND WAY
242	0708 - 201 - 0308 - 7	502 CLEAR POND WAY
OL 6	0708 - 201 - 0309 - 5	418 CLEAR POND WAY *STORMWATER*
243	0708 - 201 - 0310 - 2	414 CLEAR POND WAY

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5718698
04/19/2021 11:43 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 10
The above recording information verifies that this document has been electronically recorded and returned to the submitter.

EAGLE TRACE
THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Third Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Eagle Trace, dated December 17, 2018, recorded December 18, 2018 in the Office of the Dane County Wisconsin Register of Deeds as Document No. 5460437 (the "Original Declaration") which Original Declaration was subsequently amended by Amendments One and Two, each of which amendments is further described in Exhibit "C" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "C" shall be herein collectively referred to as the "Declaration"). Declarant hereby amends the Declaration as follows:

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

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the **"Property"**, the **"Subdivision"** or **"Eagle Trace"**.

3) Section A-3)A is hereby amended in its entirety to read as follows: **"A) Responsibility for Assessments.** The following table describes the number of assessment units (an "**Assessment Unit**"), which are assigned to various Lots in the Subdivision based upon their intended use at the present time. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit.

Use	Number of Assessment Units
Single Family:	One (1) per Dwelling Unit.

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

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

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

5) Section A-3)B is hereby deleted in its entirety and replaced with the following: "**Percentage Interest for Condemnation or Insurance Proceeds.** For the purposes of establishing an Owner's percentage of insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner in the Common Property. "Percentage Interest" shall be calculated as follows: the number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share (the **"Percentage Interest"**) of assessments for common area maintenance and other expenses, which the Association is permitted to assess to Lot Owners under the Declaration."

6) Section A-3)D (3) is hereby deleted in its entirety and replaced with the following: "The Common Property shall be conveyed to the Association by the Declarant. The Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned by the Association."

7) Section B-7)M is hereby amended by adding the following: "The United States Postal Service has authority over the location of CBU's in the Subdivision and may change the location thereof or designate additional locations from time to time."

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

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

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

[signatures on next page]

IN WITNESS WHEREOF, the said VHET LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 16 day of April, 2021.

VHET, LLC
By: VH Holdings, LLC, Its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 16 day of April, 2021, Chris Ehlers the Authorized Signatory of VHET, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

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

DOUCMENT DRAFTED BY:
Atty. Gregory J. Paradise

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, State Bank of Cross Plains, hereby consents to the forgoing Third Amendment to Declaration of Conditions, Covenants and Restrictions for the plat Eagle Trace. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 13th day of April, 2021.

State Bank of Cross Plains

By: Dennis J. Haefer

Print Name: Dennis J. Haefer

Title: Vice President

SHOR YANG NOTARY PUBLIC STATE OF WISCONSIN

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 13th day of April, 2021, the above named Dennis J. Haefer, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Shor Yang

Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 3/30/2024

Exhibit "A"

Lots 1-243 and Outlots 2-6, Eagle Trace, City of Madison, Dane County, Wisconsin.

Exhibit "B"

LOT #	PARCEL NUMBER	STREET ADDRESS
OL 1	0708 - 201 - 1301 - 0	10122 WHITE FOX LN *PRIVATE*
1	0708 - 201 - 1201 - 2	10129 WHITE FOX LN
2	0708 - 201 - 1202 - 0	10125 WHITE FOX LN
3	0708 - 201 - 1203 - 8	10121 WHITE FOX LN
OL 2	0708 - 201 - 1204 - 6	10101 WHITE FOX LN *STORMWATER*
4	0708 - 201 - 1218 - 7	415 N SUGAR MAPLE LN
5	0708 - 201 - 1217 - 9	419 N SUGAR MAPLE LN
6	0708 - 201 - 1216 - 1	423 N SUGAR MAPLE LN
7	0708 - 201 - 1215 - 3	427 N SUGAR MAPLE LN
8	0708 - 201 - 1214 - 5	431 N SUGAR MAPLE LN
9	0708 - 201 - 1213 - 7	435 N SUGAR MAPLE LN
10	0708 - 201 - 1212 - 9	439 N SUGAR MAPLE LN
11	0708 - 201 - 1211 - 1	443 N SUGAR MAPLE LN
12	0708 - 201 - 1210 - 3	447 N SUGAR MAPLE LN
13	0708 - 201 - 1209 - 6	501 N SUGAR MAPLE LN
14	0708 - 201 - 1208 - 8	505 N SUGAR MAPLE LN
15	0708 - 201 - 1207 - 0	509 N SUGAR MAPLE LN
16	0708 - 201 - 1206 - 2	513 N SUGAR MAPLE LN
17	0708 - 201 - 1205 - 4	517 N SUGAR MAPLE LN
18	0708 - 201 - 1401 - 8	610 SCHEWE RD
19	0708 - 201 - 1402 - 6	606 SCHEWE RD
20	0708 - 201 - 1403 - 4	602 SCHEWE RD
21	0708 - 201 - 1404 - 2	603 JAGGED PINE DR
22	0708 - 201 - 1405 - 0	607 JAGGED PINE DR
23	0708 - 201 - 1406 - 8	611 JAGGED PINE DR
24	0708 - 201 - 1407 - 6	615 JAGGED PINE DR
25	0708 - 201 - 1601 - 4	10304 IVORY DOVE TRL 614 JAGGED PINE DR
26	0708 - 201 - 1602 - 2	10308 IVORY DOVE TRL
27	0708 - 201 - 1603 - 0	613 SILENT WIND RD 10312 IVORY DOVE TRL
28	0708 - 201 - 1604 - 8	617 SILENT WIND RD
29	0708 - 201 - 1605 - 6	621 SILENT WIND RD
30	0708 - 201 - 1701 - 2	620 SILENT WIND RD
31	0708 - 201 - 1702 - 0	616 SILENT WIND RD
32	0708 - 201 - 1703 - 8	10324 IVORY DOVE TRL
33	0708 - 201 - 1704 - 6	10328 IVORY DOVE TRL
34	0708 - 201 - 1705 - 4	10332 IVORY DOVE TRL
35	0708 - 201 - 1706 - 2	10336 IVORY DOVE TRL
36	0708 - 201 - 1707 - 0	621 TAWNY ELM PKWY
37	0708 - 201 - 1708 - 8	625 TAWNY ELM PKWY
38	0708 - 201 - 1509 - 0	610 JAGGED PINE DR
39	0708 - 201 - 1510 - 7	606 JAGGED PINE DR
40	0708 - 201 - 1511 - 5	602 JAGGED PINE DR
41	0708 - 201 - 1512 - 3	10306 WHITE FOX LN
42	0708 - 201 - 1513 - 1	10310 WHITE FOX LN
43	0708 - 201 - 1514 - 9	10314 WHITE FOX LN
44	0708 - 201 - 1515 - 7	10318 WHITE FOX LN
45	0708 - 201 - 1516 - 5	10322 WHITE FOX LN
46	0708 - 201 - 1517 - 3	10326 WHITE FOX LN
47	0708 - 201 - 1518 - 1	10330 WHITE FOX LN
48	0708 - 201 - 1519 - 9	10334 WHITE FOX LN
49	0708 - 201 - 1520 - 6	601 TAWNY ELM PKWY 10338 WHITE FOX LN
50	0708 - 201 - 1521 - 4	605 TAWNY ELM PKWY
51	0708 - 201 - 1501 - 6	609 TAWNY ELM PKWY 10335 IVORY DOVE TRL
52	0708 - 201 - 1502 - 4	10331 IVORY DOVE TRL
53	0708 - 201 - 1503 - 2	10327 IVORY DOVE TRL
54	0708 - 201 - 1504 - 0	10323 IVORY DOVE TRL
55	0708 - 201 - 1505 - 8	10319 IVORY DOVE TRL
56	0708 - 201 - 1506 - 6	10315 IVORY DOVE TRL
57	0708 - 201 - 1507 - 4	10311 IVORY DOVE TRL
58	0708 - 201 - 1508 - 2	10307 IVORY DOVE TRL
OL 3	0708 - 201 - 0901 - 9	10321 WHITE FOX LN 527 TAWNY ELM PKWY *Dedicated as PARK*
59	0708 - 201 - 0902 - 7	10207 WHITE FOX LN
60	0708 - 201 - 0903 - 5	538 N SUGAR MAPLE LN
61	0708 - 201 - 0904 - 3	534 N SUGAR MAPLE LN
62	0708 - 201 - 0905 - 1	530 N SUGAR MAPLE LN
63	0708 - 201 - 0906 - 9	526 N SUGAR MAPLE LN
64	0708 - 201 - 0907 - 7	522 N SUGAR MAPLE LN
65	0708 - 201 - 0908 - 5	518 N SUGAR MAPLE LN
66	0708 - 201 - 0909 - 3	514 N SUGAR MAPLE LN
67	0708 - 201 - 0910 - 0	510 N SUGAR MAPLE LN
68	0708 - 201 - 0911 - 8	10202 SISTER OAK DR
69	0708 - 201 - 0912 - 6	10206 SISTER OAK DR
70	0708 - 201 - 0913 - 4	10210 SISTER OAK DR
71	0708 - 201 - 0914 - 2	10214 SISTER OAK DR
72	0708 - 201 - 0915 - 0	10218 SISTER OAK DR
73	0708 - 201 - 0916 - 8	10222 SISTER OAK DR
74	0708 - 201 - 0917 - 6	10304 SISTER OAK DR
75	0708 - 201 - 0918 - 4	10308 SISTER OAK DR
76	0708 - 201 - 0919 - 2	10312 SISTER OAK DR
77	0708 - 201 - 0920 - 9	10316 SISTER OAK DR
78	0708 - 201 - 0921 - 7	10320 SISTER OAK DR
79	0708 - 201 - 0922 - 5	10324 SISTER OAK DR
80	0708 - 201 - 0923 - 3	10328 SISTER OAK DR

LOT #	PARCEL NUMBER	STREET ADDRESS
81	0708 - 201 - 0924 - 1	503 TAWNY ELM PKWY 10332 SISTER OAK DR
82	0708 - 201 - 0925 - 9	507 TAWNY ELM PKWY
83	0708 - 201 - 0926 - 7	511 TAWNY ELM PKWY
84	0708 - 201 - 0927 - 5	515 TAWNY ELM PKWY
85	0708 - 201 - 0928 - 3	519 TAWNY ELM PKWY
86	0708 - 201 - 0929 - 1	523 TAWNY ELM PKWY
87	0708 - 201 - 1110 - 5	446 N SUGAR MAPLE LN
88	0708 - 201 - 1111 - 3	442 N SUGAR MAPLE LN
89	0708 - 201 - 1112 - 1	438 N SUGAR MAPLE LN
90	0708 - 201 - 1113 - 9	434 N SUGAR MAPLE LN
91	0708 - 201 - 1114 - 7	430 N SUGAR MAPLE LN
92	0708 - 201 - 1115 - 5	426 N SUGAR MAPLE LN
93	0708 - 201 - 1116 - 3	422 N SUGAR MAPLE LN
94	0708 - 201 - 1117 - 1	418 N SUGAR MAPLE LN
95	0708 - 201 - 1118 - 9	414 N SUGAR MAPLE LN
96	0708 - 201 - 1101 - 4	413 LUSH WOODS TRL
97	0708 - 201 - 1102 - 2	417 LUSH WOODS TRL
98	0708 - 201 - 1103 - 0	421 LUSH WOODS TRL
99	0708 - 201 - 1104 - 8	425 LUSH WOODS TRL
100	0708 - 201 - 1105 - 6	429 LUSH WOODS TRL
101	0708 - 201 - 1106 - 4	433 LUSH WOODS TRL
102	0708 - 201 - 1107 - 2	10221 SISTER OAK DR
103	0708 - 201 - 1108 - 0	10217 SISTER OAK DR
104	0708 - 201 - 1109 - 8	10213 SISTER OAK DR
105	0708 - 201 - 1013 - 1	434 LUSH WOODS TRL 10303 SISTER OAK DR
106	0708 - 201 - 1014 - 9	430 LUSH WOODS TRL
107	0708 - 201 - 1015 - 7	426 LUSH WOODS TRL
108	0708 - 201 - 1016 - 5	422 LUSH WOODS TRL
109	0708 - 201 - 1017 - 3	418 LUSH WOODS TRL
110	0708 - 201 - 1018 - 1	414 LUSH WOODS TRL
111	0708 - 201 - 1001 - 6	415 TAWNY ELM PKWY
112	0708 - 201 - 1002 - 4	419 TAWNY ELM PKWY
113	0708 - 201 - 1003 - 2	423 TAWNY ELM PKWY
114	0708 - 201 - 1004 - 0	427 TAWNY ELM PKWY
115	0708 - 201 - 1005 - 8	431 TAWNY ELM PKWY
116	0708 - 201 - 1006 - 6	435 TAWNY ELM PKWY 10331 SISTER OAK DR
OL 4	0708 - 201 - 1007 - 4	10327 SISTER OAK DR *STORMWATER*
117	0708 - 201 - 1008 - 2	10323 SISTER OAK DR
118	0708 - 201 - 1009 - 0	10319 SISTER OAK DR
119	0708 - 201 - 1010 - 7	10315 SISTER OAK DR
120	0708 - 201 - 1011 - 5	10311 SISTER OAK DR
121	0708 - 201 - 1012 - 3	10307 SISTER OAK DR

LOT #	PARCEL NUMBER	STREET ADDRESS
122	0708 - 201 - 0801 - 1	10441 VELVET WILLOW RD
123	0708 - 201 - 0802 - 9	10437 VELVET WILLOW RD
124	0708 - 201 - 0803 - 7	10433 VELVET WILLOW RD
125	0708 - 201 - 0804 - 5	10429 VELVET WILLOW RD
126	0708 - 201 - 0805 - 3	10425 VELVET WILLOW RD
127	0708 - 201 - 0806 - 1	10421 VELVET WILLOW RD
128	0708 - 201 - 0807 - 9	10417 VELVET WILLOW RD
129	0708 - 201 - 0808 - 7	10413 VELVET WILLOW RD
130	0708 - 201 - 0809 - 5	10409 VELVET WILLOW RD
131	0708 - 201 - 0810 - 2	10405 VELVET WILLOW RD
132	0708 - 201 - 0811 - 0	10401 VELVET WILLOW RD
133	0708 - 201 - 0710 - 4	428 TAWNY ELM PKWY
134	0708 - 201 - 0711 - 2	10406 VELVET WILLOW RD
135	0708 - 201 - 0712 - 0	10410 VELVET WILLOW RD
136	0708 - 201 - 0713 - 8	10414 VELVET WILLOW RD
137	0708 - 201 - 0714 - 6	10418 VELVET WILLOW RD
138	0708 - 201 - 0715 - 4	10422 VELVET WILLOW RD
139	0708 - 201 - 0716 - 2	10426 VELVET WILLOW RD
140	0708 - 201 - 0701 - 3	10423 HOLLOW ASPEN LN
141	0708 - 201 - 0702 - 1	10419 HOLLOW ASPEN LN
142	0708 - 201 - 0703 - 9	10415 HOLLOW ASPEN LN
143	0708 - 201 0704 7	10411 HOLLOW ASPEN LN
144	0708 - 201 - 0705 - 5	10407 HOLLOW ASPEN LN
145	0708 - 201 - 0706 - 3	508 TAWNY ELM PKWY
146	0708 - 201 0707 1	504 TAWNY ELM PKWY
147	0708 - 201 - 0708 - 9	436 TAWNY ELM PKWY
148	0708 - 201 0709 7	432 TAWNY ELM PKWY
149	0708 - 201 - 0606 - 5	10406 HOLLOW ASPEN LN 520 TAWNY ELM PKWY
150	0708 - 201 - 0607 - 3	10410 HOLLOW ASPEN LN
151	0708 - 201 - 0608 - 1	10414 HOLLOW ASPEN LN
152	0708 - 201 - 0609 - 9	10418 HOLLOW ASPEN LN
153	0708 - 201 - 0610 - 6	10422 HOLLOW ASPEN LN
154	0708 - 201 - 0611 - 4	525 RUSTIC RISE WAY
155	0708 - 201 - 0612 - 2	529 RUSTIC RISE WAY
156	0708 - 201 - 0613 - 0	533 RUSTIC RISE WAY
157	0708 - 201 - 0601 - 5	537 RUSTIC RISE WAY
158	0708 - 201 - 0602 - 3	536 TAWNY ELM PKWY
159	0708 - 201 - 0603 - 1	532 TAWNY ELM PKWY
160	0708 - 201 - 0604 - 9	528 TAWNY ELM PKWY
161	0708 - 201 - 0605 - 7	524 TAWNY ELM PKWY
162	0708 - 201 - 1806 - 0	10407 WHITE FOX LN
163	0708 - 201 - 1807 - 8	10408 WHITE FOX LN
164	0708 - 201 - 1808 - 6	10412 WHITE FOX LN
165	0708 - 201 - 1809 - 4	10416 WHITE FOX LN
166	0708 - 201 - 1810 - 1	607 RUSTIC RISE WAY

LOT #	PARCEL NUMBER	STREET ADDRESS
167	0708 - 201 - 1811 - 9	611 RUSTIC RISE WAY
168	0708 - 201 - 1812 - 7	615 RUSTIC RISE WAY
169	0708 - 201 - 1813 - 5	619 RUSTIC RISE WAY
170	0708 - 201 - 1814 - 3	623 RUSTIC RISE WAY
171	0708 - 201 - 1801 - 0	622 TAWNY ELM PKWY
172	0708 - 201 - 1802 - 8	618 TAWNY ELM PKWY
173	0708 - 201 - 1803 - 6	614 TAWNY ELM PKWY
174	0708 - 201 - 1804 - 4	610 TAWNY ELM PKWY
175	0708 - 201 - 1805 - 2	606 TAWNY ELM PKWY
176	0708 - 201 - 1901 - 8	620 RUSTIC RISE WAY
177	0708 - 201 - 1902 - 6	616 RUSTIC RISE WAY
178	0708 - 201 - 1903 - 4	612 RUSTIC RISE WAY
179	0708 - 201 - 1904 - 2	608 RUSTIC RISE WAY
180	0708 - 201 - 1905 - 0	604 RUSTIC RISE WAY
181	0708 - 201 - 1906 - 8	601 WINDY WILLOW RD
182	0708 - 201 - 1907 - 6	605 WINDY WILLOW RD
183	0708 - 201 - 1908 - 4	609 WINDY WILLOW RD
184	0708 - 201 - 1909 - 2	613 WINDY WILLOW RD
185	0708 - 201 - 1910 - 9	617 WINDY WILLOW RD
186	0708 - 201 - 2001 - 5	618 WINDY WILLOW RD
187	0708 - 201 - 2002 - 3	614 WINDY WILLOW RD
188	0708 - 201 - 2003 - 1	610 WINDY WILLOW RD
189	0708 - 201 - 2004 - 9	606 WINDY WILLOW RD
190	0708 - 201 - 2005 - 7	602 WINDY WILLOW RD
191	0708 - 201 - 2006 - 5	603 CLEAR POND WAY
192	0708 - 201 - 2007 - 3	607 CLEAR POND WAY
193	0708 - 201 - 2008 - 1	611 CLEAR POND WAY
194	0708 - 201 - 2009 - 9	615 CLEAR POND WAY
195	0708 - 201 - 2010 - 6	619 CLEAR POND WAY
196	0708 - 201 - 2105 - 5	620 CLEAR POND WAY
197	0708 - 201 - 2104 - 7	616 CLEAR POND WAY
198	0708 - 201 - 2103 - 9	612 CLEAR POND WAY
199	0708 - 201 - 2102 - 1	608 CLEAR POND WAY
200	0708 - 201 - 2101 - 3	604 CLEAR POND WAY
201	0708 - 201 - 0502 - 5	538 RUSTIC RISE WAY
202	0708 - 201 - 0503 - 3	534 RUSTIC RISE WAY
203	0708 - 201 - 0504 - 1	530 RUSTIC RISE WAY
204	0708 - 201 - 0505 - 9	526 RUSTIC RISE WAY
205	0708 - 201 - 0506 - 7	522 RUSTIC RISE WAY
206	0708 - 201 - 0507 - 5	518 RUSTIC RISE WAY
207	0708 - 201 - 0508 - 3	514 RUSTIC RISE WAY
208	0708 - 201 - 0509 - 1	510 RUSTIC RISE WAY
209	0708 - 201 - 0510 - 8	506 RUSTIC RISE WAY
210	0708 - 201 - 0511 - 6	10438 VELVET WILLOW RD
211	0708 - 201 - 0512 - 4	10442 VELVET WILLOW RD
212	0708 - 201 - 0513 - 2	417 CLEAR POND WAY 10446 VELVET WILLOW RD
213	0708 - 201 - 0514 - 0	503 WINDY WILLOW RD
214	0708 - 201 - 0515 - 8	507 WINDY WILLOW RD
215	0708 - 201 - 0516 - 6	511 WINDY WILLOW RD
216	0708 - 201 - 0517 - 4	515 WINDY WILLOW RD
217	0708 - 201 - 0518 - 2	519 WINDY WILLOW RD
218	0708 - 201 - 0519 - 0	523 WINDY WILLOW RD
219	0708 - 201 - 0520 - 7	527 WINDY WILLOW RD
220	0708 - 201 - 0521 - 5	531 WINDY WILLOW RD
221	0708 - 201 - 0522 - 3	535 WINDY WILLOW RD
222	0708 - 201 - 0501 - 7	539 WINDY WILLOW RD
223	0708 - 201 - 0402 - 7	536 WINDY WILLOW RD
224	0708 - 201 - 0403 - 5	532 WINDY WILLOW RD
225	0708 - 201 - 0404 - 3	528 WINDY WILLOW RD
226	0708 - 201 - 0405 - 1	520 WINDY WILLOW RD
227	0708 - 201 - 0406 - 9	516 WINDY WILLOW RD
228	0708 - 201 - 0407 - 7	512 WINDY WILLOW RD
229	0708 - 201 - 0408 - 5	505 CLEAR POND WAY 504 WINDY WILLOW RD
230	0708 - 201 - 0409 - 3	513 CLEAR POND WAY
231	0708 - 201 - 0410 - 0	521 CLEAR POND WAY
232	0708 - 201 - 0411 - 8	525 CLEAR POND WAY
233	0708 - 201 - 0412 - 6	529 CLEAR POND WAY
234	0708 - 201 - 0413 - 4	533 CLEAR POND WAY
235	0708 - 201 - 0401 - 9	537 CLEAR POND WAY
OL 5	0708 - 201 - 0301 1	530 CLEAR POND WAY *STORMWATER*
236	0708 - 201 - 0302 - 9	526 CLEAR POND WAY
237	0708 - 201 - 0303 - 7	522 CLEAR POND WAY
238	0708 - 201 - 0304 - 5	518 CLEAR POND WAY
239	0708 - 201 - 0305 - 3	514 CLEAR POND WAY
240	0708 - 201 - 0306 - 1	510 CLEAR POND WAY
241	0708 - 201 - 0307 - 9	506 CLEAR POND WAY
242	0708 - 201 - 0308 - 7	502 CLEAR POND WAY
OL 6	0708 - 201 - 0309 - 5	418 CLEAR POND WAY *STORMWATER*
243	0708 - 201 - 0310 - 2	414 CLEAR POND WAY

Exhibit "C"

Description of Original Declaration and Amendments

	Document	Recording Date	Document Number
1.)	Original Declaration	12/18/2018	5460437
2.)	First Amendment	10/9/2019	5529611
3.)	Second Amendment	4/20/2020	5579505

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5882288
01/13/2023 12:40 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 9
The above recording information verifies that this document has been electronically recorded and returned to the submitter.

EAGLE TRACE
FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Fourth Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Eagle Trace, dated December 17, 2018, recorded December 18, 2018 in the Office of the Dane County Wisconsin Register of Deeds as Document No. 5460437 (the "Original Declaration") which Original Declaration was subsequently amended by Amendments One through Three, each of which amendments is further described in Exhibit "C" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "C" shall be herein collectively referred to as the "Declaration"). Declarant hereby amends the Declaration as follows:

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

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the **"Property"**, the **"Subdivision"** or **"Eagle Trace"**.

3) **Section B-20.** Section B-20 is hereby added to read as follows: "The type of residential improvement which may be constructed on Lots 234 and 235 shall be limited to a ranch-style house with no more than one (1) story above grade. Except as restricted by the previous sentence, Declarant shall otherwise have complete discretion to construct a residential house on Lots 234 and 235 except as

may be limited by applicable municipal ordinance, other applicable municipal agreements or applicable subdivision restrictions."

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

Eagle Trace Homeowners Association, Inc.
Architectural Control Committee
c/o DSI Real Estate Group
708 River Place
Madison, Wisconsin 53716
acc@dsirealestate.com"

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

[signatures on next page]

IN WITNESS WHEREOF, the said VHET LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 12 day of January, 2023.

VHET, LLC
By: VH Holdings, LLC, Its Sole Member

By: _____
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 12 day of January, 2023, Chris Ehlers the Authorized Signatory of VHET, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

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

DOCUMENT DRAFTED BY:
Atty. Gregory J. Paradise

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, State Bank of Cross Plains, hereby consents to the forgoing Fourth Amendment to Declaration of Conditions, Covenants and Restrictions for the Plat Eagle Trace. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 12 day of January, 2023.

State Bank of Cross Plains

By: Paul Cardarella

Print Name: Paul Cardarella

Title: VP - Commercial Banking

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12th day of January, 2023, the above named Paul Cardarella, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jordan Jenks Jordan Jenks
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 10/27/2026

JORDAN JENKS NOTARY PUBLIC STATE OF WISCONSIN

Exhibit "A"

Lots 1-243 and Outlots 2-6, Eagle Trace, City of Madison, Dane County, Wisconsin.

Exhibit "B"

LOT #	PARCEL NUMBER	STREET ADDRESS
OL 1	0708 - 201 - 1301 - 0	10122 WHITE FOX LN *PRIVATE*
1	0708 - 201 - 1201 - 2	10129 WHITE FOX LN
2	0708 - 201 - 1202 - 0	10125 WHITE FOX LN
3	0708 - 201 - 1203 - 8	10121 WHITE FOX LN
OL 2	0708 - 201 - 1204 - 6	10101 WHITE FOX LN *STORMWATER*
4	0708 - 201 - 1218 - 7	415 N SUGAR MAPLE LN
5	0708 - 201 - 1217 - 9	419 N SUGAR MAPLE LN
6	0708 - 201 - 1216 - 1	423 N SUGAR MAPLE LN
7	0708 - 201 - 1215 - 3	427 N SUGAR MAPLE LN
8	0708 - 201 - 1214 - 5	431 N SUGAR MAPLE LN
9	0708 - 201 - 1213 - 7	435 N SUGAR MAPLE LN
10	0708 - 201 - 1212 - 9	439 N SUGAR MAPLE LN
11	0708 - 201 - 1211 - 1	443 N SUGAR MAPLE LN
12	0708 - 201 - 1210 - 3	447 N SUGAR MAPLE LN
13	0708 - 201 - 1209 - 6	501 N SUGAR MAPLE LN
14	0708 - 201 - 1208 - 8	505 N SUGAR MAPLE LN
15	0708 - 201 - 1207 - 0	509 N SUGAR MAPLE LN
16	0708 - 201 - 1206 - 2	513 N SUGAR MAPLE LN
17	0708 - 201 - 1205 - 4	517 N SUGAR MAPLE LN
18	0708 - 201 - 1401 - 8	610 SCHEWE RD
19	0708 - 201 - 1402 - 6	606 SCHEWE RD
20	0708 - 201 - 1403 - 4	602 SCHEWE RD
21	0708 - 201 - 1404 - 2	603 JAGGED PINE DR
22	0708 - 201 - 1405 - 0	607 JAGGED PINE DR
23	0708 - 201 - 1406 - 8	611 JAGGED PINE DR
24	0708 - 201 - 1407 - 6	615 JAGGED PINE DR
25	0708 - 201 - 1601 - 4	10304 IVORY DOVE TRL 614 JAGGED PINE DR
26	0708 - 201 - 1602 - 2	10308 IVORY DOVE TRL
27	0708 - 201 - 1603 - 0	613 SILENT WIND RD 10312 IVORY DOVE TRL
28	0708 - 201 - 1604 - 8	617 SILENT WIND RD
29	0708 - 201 - 1605 - 6	621 SILENT WIND RD
30	0708 - 201 - 1701 - 2	620 SILENT WIND RD
31	0708 - 201 - 1702 - 0	616 SILENT WIND RD
32	0708 - 201 - 1703 - 8	10324 IVORY DOVE TRL
33	0708 - 201 - 1704 - 6	10328 IVORY DOVE TRL
34	0708 - 201 - 1705 - 4	10332 IVORY DOVE TRL
35	0708 - 201 - 1706 - 2	10336 IVORY DOVE TRL
36	0708 - 201 - 1707 - 0	621 TAWNY ELM PKWY
37	0708 - 201 - 1708 - 8	625 TAWNY ELM PKWY
38	0708 - 201 - 1509 - 0	610 JAGGED PINE DR
39	0708 - 201 - 1510 - 7	606 JAGGED PINE DR
40	0708 - 201 - 1511 - 5	602 JAGGED PINE DR
41	0708 - 201 - 1512 - 3	10306 WHITE FOX LN
42	0708 - 201 - 1513 - 1	10310 WHITE FOX LN
43	0708 - 201 - 1514 - 9	10314 WHITE FOX LN
44	0708 - 201 - 1515 - 7	10318 WHITE FOX LN
45	0708 - 201 - 1516 - 5	10322 WHITE FOX LN
46	0708 - 201 - 1517 - 3	10326 WHITE FOX LN
47	0708 - 201 - 1518 - 1	10330 WHITE FOX LN
48	0708 - 201 - 1519 - 9	10334 WHITE FOX LN
49	0708 - 201 - 1520 - 6	601 TAWNY ELM PKWY 10338 WHITE FOX LN
50	0708 - 201 - 1521 - 4	605 TAWNY ELM PKWY
51	0708 - 201 - 1501 - 6	609 TAWNY ELM PKWY 10335 IVORY DOVE TRL
52	0708 - 201 - 1502 - 4	10331 IVORY DOVE TRL
53	0708 - 201 - 1503 - 2	10327 IVORY DOVE TRL
54	0708 - 201 - 1504 - 0	10323 IVORY DOVE TRL
55	0708 - 201 - 1505 - 8	10319 IVORY DOVE TRL
56	0708 - 201 - 1506 - 6	10315 IVORY DOVE TRL
57	0708 - 201 - 1507 - 4	10311 IVORY DOVE TRL
58	0708 - 201 - 1508 - 2	10307 IVORY DOVE TRL
OL 3	0708 - 201 - 0901 - 9	10321 WHITE FOX LN 527 TAWNY ELM PKWY *Dedicated as PARK*
59	0708 - 201 - 0902 - 7	10207 WHITE FOX LN
60	0708 - 201 - 0903 - 5	538 N SUGAR MAPLE LN
61	0708 - 201 - 0904 - 3	534 N SUGAR MAPLE LN
62	0708 - 201 - 0905 - 1	530 N SUGAR MAPLE LN
63	0708 - 201 - 0906 - 9	526 N SUGAR MAPLE LN
64	0708 - 201 - 0907 - 7	522 N SUGAR MAPLE LN
65	0708 - 201 - 0908 - 5	518 N SUGAR MAPLE LN
66	0708 - 201 - 0909 - 3	514 N SUGAR MAPLE LN
67	0708 - 201 - 0910 - 0	510 N SUGAR MAPLE LN
68	0708 - 201 - 0911 - 8	10202 SISTER OAK DR
69	0708 - 201 - 0912 - 6	10206 SISTER OAK DR
70	0708 - 201 - 0913 - 4	10210 SISTER OAK DR
71	0708 - 201 - 0914 - 2	10214 SISTER OAK DR
72	0708 - 201 - 0915 - 0	10218 SISTER OAK DR
73	0708 - 201 - 0916 - 8	10222 SISTER OAK DR
74	0708 - 201 - 0917 - 6	10304 SISTER OAK DR
75	0708 - 201 - 0918 - 4	10308 SISTER OAK DR
76	0708 - 201 - 0919 - 2	10312 SISTER OAK DR
77	0708 - 201 - 0920 - 9	10316 SISTER OAK DR
78	0708 - 201 - 0921 - 7	10320 SISTER OAK DR
79	0708 - 201 - 0922 - 5	10324 SISTER OAK DR
80	0708 - 201 - 0923 - 3	10328 SISTER OAK DR

LOT #	PARCEL NUMBER	STREET ADDRESS
81	0708 - 201 - 0924 - 1	503 TAWNY ELM PKWY 10332 SISTER OAK DR
82	0708 - 201 - 0925 - 9	507 TAWNY ELM PKWY
83	0708 - 201 - 0926 - 7	511 TAWNY ELM PKWY
84	0708 - 201 - 0927 - 5	515 TAWNY ELM PKWY
85	0708 - 201 - 0928 - 3	519 TAWNY ELM PKWY
86	0708 - 201 - 0929 - 1	523 TAWNY ELM PKWY
87	0708 - 201 - 1110 - 5	446 N SUGAR MAPLE LN
88	0708 - 201 - 1111 - 3	442 N SUGAR MAPLE LN
89	0708 - 201 - 1112 - 1	438 N SUGAR MAPLE LN
90	0708 - 201 - 1113 - 9	434 N SUGAR MAPLE LN
91	0708 - 201 - 1114 - 7	430 N SUGAR MAPLE LN
92	0708 - 201 - 1115 - 5	426 N SUGAR MAPLE LN
93	0708 - 201 - 1116 - 3	422 N SUGAR MAPLE LN
94	0708 - 201 - 1117 - 1	418 N SUGAR MAPLE LN
95	0708 - 201 - 1118 - 9	414 N SUGAR MAPLE LN
96	0708 - 201 - 1101 - 4	413 LUSH WOODS TRL
97	0708 - 201 - 1102 - 2	417 LUSH WOODS TRL
98	0708 - 201 - 1103 - 0	421 LUSH WOODS TRL
99	0708 - 201 - 1104 - 8	425 LUSH WOODS TRL
100	0708 - 201 - 1105 - 6	429 LUSH WOODS TRL
101	0708 - 201 - 1106 - 4	433 LUSH WOODS TRL
102	0708 - 201 - 1107 - 2	10221 SISTER OAK DR
103	0708 - 201 - 1108 - 0	10217 SISTER OAK DR
104	0708 - 201 - 1109 - 8	10213 SISTER OAK DR
105	0708 - 201 - 1013 - 1	434 LUSH WOODS TRL 10303 SISTER OAK DR
106	0708 - 201 - 1014 - 9	430 LUSH WOODS TRL
107	0708 - 201 - 1015 - 7	426 LUSH WOODS TRL
108	0708 - 201 - 1016 - 5	422 LUSH WOODS TRL
109	0708 - 201 - 1017 - 3	418 LUSH WOODS TRL
110	0708 - 201 - 1018 - 1	414 LUSH WOODS TRL
111	0708 - 201 - 1001 - 6	415 TAWNY ELM PKWY
112	0708 - 201 - 1002 - 4	419 TAWNY ELM PKWY
113	0708 - 201 - 1003 - 2	423 TAWNY ELM PKWY
114	0708 - 201 - 1004 - 0	427 TAWNY ELM PKWY
115	0708 - 201 - 1005 - 8	431 TAWNY ELM PKWY
116	0708 - 201 - 1006 - 6	435 TAWNY ELM PKWY 10331 SISTER OAK DR
OL 4	0708 - 201 - 1007 - 4	10327 SISTER OAK DR *STORMWATER*
117	0708 - 201 - 1008 - 2	10323 SISTER OAK DR
118	0708 - 201 - 1009 - 0	10319 SISTER OAK DR
119	0708 - 201 - 1010 - 7	10315 SISTER OAK DR
120	0708 - 201 - 1011 - 5	10311 SISTER OAK DR
121	0708 - 201 - 1012 - 3	10307 SISTER OAK DR

LOT #	PARCEL NUMBER	STREET ADDRESS
122	0708 - 201 - 0801 - 1	10441 VELVET WILLOW RD
123	0708 - 201 - 0802 - 9	10437 VELVET WILLOW RD
124	0708 - 201 - 0803 - 7	10433 VELVET WILLOW RD
125	0708 - 201 - 0804 - 5	10429 VELVET WILLOW RD
126	0708 - 201 - 0805 - 3	10425 VELVET WILLOW RD
127	0708 - 201 - 0806 - 1	10421 VELVET WILLOW RD
128	0708 - 201 - 0807 - 9	10417 VELVET WILLOW RD
129	0708 - 201 - 0808 - 7	10413 VELVET WILLOW RD
130	0708 - 201 - 0809 - 5	10409 VELVET WILLOW RD
131	0708 - 201 - 0810 - 2	10405 VELVET WILLOW RD
132	0708 - 201 - 0811 - 0	10401 VELVET WILLOW RD
133	0708 - 201 - 0710 - 4	428 TAWNY ELM PKWY
134	0708 - 201 - 0711 - 2	10406 VELVET WILLOW RD
135	0708 - 201 - 0712 - 0	10410 VELVET WILLOW RD
136	0708 - 201 - 0713 - 8	10414 VELVET WILLOW RD
137	0708 - 201 - 0714 - 6	10418 VELVET WILLOW RD
138	0708 - 201 - 0715 - 4	10422 VELVET WILLOW RD
139	0708 - 201 - 0716 - 2	10426 VELVET WILLOW RD
140	0708 - 201 - 0701 - 3	10423 HOLLOW ASPEN LN
141	0708 - 201 - 0702 - 1	10419 HOLLOW ASPEN LN
142	0708 - 201 - 0703 - 9	10415 HOLLOW ASPEN LN
143	0708 - 201 0704 7	10411 HOLLOW ASPEN LN
144	0708 - 201 - 0705 - 5	10407 HOLLOW ASPEN LN
145	0708 - 201 - 0706 - 3	508 TAWNY ELM PKWY
146	0708 - 201 0707 1	504 TAWNY ELM PKWY
147	0708 - 201 - 0708 - 9	436 TAWNY ELM PKWY
148	0708 - 201 0709 7	432 TAWNY ELM PKWY
149	0708 - 201 - 0606 - 5	10406 HOLLOW ASPEN LN 520 TAWNY ELM PKWY
150	0708 - 201 - 0607 - 3	10410 HOLLOW ASPEN LN
151	0708 - 201 - 0608 - 1	10414 HOLLOW ASPEN LN
152	0708 - 201 - 0609 - 9	10418 HOLLOW ASPEN LN
153	0708 - 201 - 0610 - 6	10422 HOLLOW ASPEN LN
154	0708 - 201 - 0611 - 4	525 RUSTIC RISE WAY
155	0708 - 201 - 0612 - 2	529 RUSTIC RISE WAY
156	0708 - 201 - 0613 - 0	533 RUSTIC RISE WAY
157	0708 - 201 - 0601 - 5	537 RUSTIC RISE WAY
158	0708 - 201 - 0602 - 3	536 TAWNY ELM PKWY
159	0708 - 201 - 0603 - 1	532 TAWNY ELM PKWY
160	0708 - 201 - 0604 - 9	528 TAWNY ELM PKWY
161	0708 - 201 - 0605 - 7	524 TAWNY ELM PKWY
162	0708 - 201 - 1806 - 0	10407 WHITE FOX LN
163	0708 - 201 - 1807 - 8	10408 WHITE FOX LN
164	0708 - 201 - 1808 - 6	10412 WHITE FOX LN
165	0708 - 201 - 1809 - 4	10416 WHITE FOX LN
166	0708 - 201 - 1810 - 1	607 RUSTIC RISE WAY

LOT #	PARCEL NUMBER	STREET ADDRESS
167	0708 - 201 - 1811 - 9	611 RUSTIC RISE WAY
168	0708 - 201 - 1812 - 7	615 RUSTIC RISE WAY
169	0708 - 201 - 1813 - 5	619 RUSTIC RISE WAY
170	0708 - 201 - 1814 - 3	623 RUSTIC RISE WAY
171	0708 - 201 - 1801 - 0	622 TAWNY ELM PKWY
172	0708 - 201 - 1802 - 8	618 TAWNY ELM PKWY
173	0708 - 201 - 1803 - 6	614 TAWNY ELM PKWY
174	0708 - 201 - 1804 - 4	610 TAWNY ELM PKWY
175	0708 - 201 - 1805 - 2	606 TAWNY ELM PKWY
176	0708 - 201 - 1901 - 8	620 RUSTIC RISE WAY
177	0708 - 201 - 1902 - 6	616 RUSTIC RISE WAY
178	0708 - 201 - 1903 - 4	612 RUSTIC RISE WAY
179	0708 - 201 - 1904 - 2	608 RUSTIC RISE WAY
180	0708 - 201 - 1905 - 0	604 RUSTIC RISE WAY
181	0708 - 201 - 1906 - 8	601 WINDY WILLOW RD
182	0708 - 201 - 1907 - 6	605 WINDY WILLOW RD
183	0708 - 201 - 1908 - 4	609 WINDY WILLOW RD
184	0708 - 201 - 1909 - 2	613 WINDY WILLOW RD
185	0708 - 201 - 1910 - 9	617 WINDY WILLOW RD
186	0708 - 201 - 2001 - 5	618 WINDY WILLOW RD
187	0708 - 201 - 2002 - 3	614 WINDY WILLOW RD
188	0708 - 201 - 2003 - 1	610 WINDY WILLOW RD
189	0708 - 201 - 2004 - 9	606 WINDY WILLOW RD
190	0708 - 201 - 2005 - 7	602 WINDY WILLOW RD
191	0708 - 201 - 2006 - 5	603 CLEAR POND WAY
192	0708 - 201 - 2007 - 3	607 CLEAR POND WAY
193	0708 - 201 - 2008 - 1	611 CLEAR POND WAY
194	0708 - 201 - 2009 - 9	615 CLEAR POND WAY
195	0708 - 201 - 2010 - 6	619 CLEAR POND WAY
196	0708 - 201 - 2105 - 5	620 CLEAR POND WAY
197	0708 - 201 - 2104 - 7	616 CLEAR POND WAY
198	0708 - 201 - 2103 - 9	612 CLEAR POND WAY
199	0708 - 201 - 2102 - 1	608 CLEAR POND WAY
200	0708 - 201 - 2101 - 3	604 CLEAR POND WAY
201	0708 - 201 - 0502 - 5	538 RUSTIC RISE WAY
202	0708 - 201 - 0503 - 3	534 RUSTIC RISE WAY
203	0708 - 201 - 0504 - 1	530 RUSTIC RISE WAY
204	0708 - 201 - 0505 - 9	526 RUSTIC RISE WAY
205	0708 - 201 - 0506 - 7	522 RUSTIC RISE WAY
206	0708 - 201 - 0507 - 5	518 RUSTIC RISE WAY
207	0708 - 201 - 0508 - 3	514 RUSTIC RISE WAY
208	0708 - 201 - 0509 - 1	510 RUSTIC RISE WAY
209	0708 - 201 - 0510 - 8	506 RUSTIC RISE WAY
210	0708 - 201 - 0511 - 6	10438 VELVET WILLOW RD
211	0708 - 201 - 0512 - 4	10442 VELVET WILLOW RD
212	0708 - 201 - 0513 - 2	417 CLEAR POND WAY 10446 VELVET WILLOW RD
213	0708 - 201 - 0514 - 0	503 WINDY WILLOW RD
214	0708 - 201 - 0515 - 8	507 WINDY WILLOW RD
215	0708 - 201 - 0516 - 6	511 WINDY WILLOW RD
216	0708 - 201 - 0517 - 4	515 WINDY WILLOW RD
217	0708 - 201 - 0518 - 2	519 WINDY WILLOW RD
218	0708 - 201 - 0519 - 0	523 WINDY WILLOW RD
219	0708 - 201 - 0520 - 7	527 WINDY WILLOW RD
220	0708 - 201 - 0521 - 5	531 WINDY WILLOW RD
221	0708 - 201 - 0522 - 3	535 WINDY WILLOW RD
222	0708 - 201 - 0501 - 7	539 WINDY WILLOW RD
223	0708 - 201 - 0402 - 7	536 WINDY WILLOW RD
224	0708 - 201 - 0403 - 5	532 WINDY WILLOW RD
225	0708 - 201 - 0404 - 3	528 WINDY WILLOW RD
226	0708 - 201 - 0405 - 1	520 WINDY WILLOW RD
227	0708 - 201 - 0406 - 9	516 WINDY WILLOW RD
228	0708 - 201 - 0407 - 7	512 WINDY WILLOW RD
229	0708 - 201 - 0408 - 5	505 CLEAR POND WAY 504 WINDY WILLOW RD
230	0708 - 201 - 0409 - 3	513 CLEAR POND WAY
231	0708 - 201 - 0410 - 0	521 CLEAR POND WAY
232	0708 - 201 - 0411 - 8	525 CLEAR POND WAY
233	0708 - 201 - 0412 - 6	529 CLEAR POND WAY
234	0708 - 201 - 0413 - 4	533 CLEAR POND WAY
235	0708 - 201 - 0401 - 9	537 CLEAR POND WAY
OL 5	0708 - 201 - 0301 1	530 CLEAR POND WAY *STORMWATER*
236	0708 - 201 - 0302 - 9	526 CLEAR POND WAY
237	0708 - 201 - 0303 - 7	522 CLEAR POND WAY
238	0708 - 201 - 0304 - 5	518 CLEAR POND WAY
239	0708 - 201 - 0305 - 3	514 CLEAR POND WAY
240	0708 - 201 - 0306 - 1	510 CLEAR POND WAY
241	0708 - 201 - 0307 - 9	506 CLEAR POND WAY
242	0708 - 201 - 0308 - 7	502 CLEAR POND WAY
OL 6	0708 - 201 - 0309 - 5	418 CLEAR POND WAY *STORMWATER*
243	0708 - 201 - 0310 - 2	414 CLEAR POND WAY

Exhibit "C"

Description of Original Declaration and Amendments

	Document	Recording Date	Document Number
1.)	Original Declaration	12/18/2018	5460437
2.)	First Amendment	10/9/2019	5529611
3.)	Second Amendment	4/20/2020	5579505
4.)	Third Amendment	4/19/2021	5718698

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5939979
12/22/2023 09:03 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 12
The above recording information verifies that this document has been electronically recorded and returned to the submitter.

EAGLE TRACE
FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Fifth Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Eagle Trace, dated December 17, 2018, recorded December 18, 2018 in the Office of the Dane County Wisconsin Register of Deeds as Document No. 5460437 (the "Original Declaration") which Original Declaration was subsequently amended by Amendments One through Four, each of which amendments is further described in Exhibit "C" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "C" shall be herein collectively referred to as the "Declaration"). Declarant hereby amends the Declaration as follows:

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

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the **"Property"**, the **"Subdivision"** or **"Eagle Trace"**.

3) **Section A-3)F**. Section A-3)F is hereby deleted in its entirety.

4) **Section A-4)B) (2) (3).** Section A-4)B is hereby deleted in its entirety and replaced with the following:

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

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

5) **Section B-2)A**. The first sentence in Section B-2)A is hereby deleted and replaced with the following: "Lots 1-108 and 111-243, Eagle Trace, and Lots 501-502 (Certified Survey Map No. 5918057) shall be used for single family residential purposes."

6) **Section B-2)H.** Section B-2)H is hereby added with the following: "Declarant shall cause to be constructed a temporary roadway over lots 95 and 96 to connect N. Sugar Maple Lane with Lush Woods Trail. At such time as Lush Woods Trail and N. Sugar Maple Lane are extended south, Declarant may discontinue the temporary roadway over lots 95 and 96. Such lots may be developed by Declarant in accordance with the terms of this Declaration as subsequently amended."

7) **Section B-5.** Section B-5 is hereby deleted in its entirety and replaced with the following: "**Vehicle and/or Equipment Storage.** No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks, portable moving and

storage containers, mini storage or on-site storage containers (collectively, without limitation by reason of enumeration **"Equipment"**), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed forty-eight (48) hours is permitted. No commercial vehicles, including trucks, vans, semi-trailers, trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage."

8) **Section B-13.** Section B-13 is hereby deleted in its entirety and replaced with the following: "**Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot. Garbage cans, garbage bags or recycle bins must be kept in enclosed garage and not stored outside. **Note**: Please check with the municipality as to the length of time garbage cans, garbage bags or recycle bins may remain at curb side prior to and after collection."

9) **Section E-1**. Section E-1 is hereby deleted in its entirety and replaced with the following: "**Term.** This Declaration shall run with the Property and Common Property, and shall be binding on Declarant, the Association and all of its Members and/or its successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date the Original Declaration was 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."

10) **Section E-2.** Section E-2 is hereby deleted in its entirety and replaced with the following: "**Enforcement.** The Declarant, the Association or Management Company on behalf of the Association, or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. The Architectural Control Committee may refer any violation which shall come to its attention to the Declarant or Association for action under the terms of this paragraph and this Declaration. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Association shall have the right to assess and collect from the violating party a fine (the "**Fine**") for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of $100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees. Any Fine imposed by the Association or the Management Company acting on its behalf, may be assessed against the Owner(s) by means of a Special Assessment against the Lot or Lots owned by the Owner in violation. In such event, the Association, or the Management Company acting on its behalf, shall have all rights provided in Section A-4)B)3."

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

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

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

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

[signatures on next page]

IN WITNESS WHEREOF, the said VHET LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 20 day of December, 2023.

VHET, LLC
By: Forgewell Building Group, LLC, Its Sole Member

By: _____
Chris Ehlers, Authorized Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 20 day of December, 2023, Chris Ehlers the Authorized Representative of VHET, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

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

DOCUMENT DRAFTED BY:
Atty. Gregory J. Paradise

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Lake Ridge Bank, hereby consents to the forgoing Fifth Amendment to Declaration of Conditions, Covenants and Restrictions for the Plat Eagle Trace. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 6 day of DECEMBER, 2023.

Lake Ridge Bank

By: Paul D. Cardarella

Print Name: PAUL D. CARDARELLA

Title: VP BUSINESS RELATIONSHIP MANAGER

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 6 day of DECEMBER, 2023, the above named PAUL D. CARDARELLA, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

RAMONA WIPPERFURTH NOTARY PUBLIC STATE OF WISCONSIN

Ramona Wipperfurth
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: July 26, 2026

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Investment 468 LLC, hereby consents to the forgoing Fifth Amendment to Declaration of Conditions, Covenants and Restrictions for the Plat Eagle Trace. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 19th day of Nov, 2023

INVESTMENT 468 LLC

By: _____

Print Name: Richard A. Hanzel

Title: Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 29th day of November, 2023 the above named Richard Hanzel, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: April 17, 2024

SHANDAR HOAGLAND NOTARY PUBLIC STATE OF WISCONSIN

Exhibit "A"

Lots 1-108, 111-243 and Outlots 2-6, Eagle Trace, City of Madison, Dane County, Wisconsin.

Lots 501-502, Certified Survey Map No. 5918057, City of Madison, Dane County, Wisconsin.

Exhibit "B"

LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER
OL 1	0708 - 201 - 1301 - 0	40	0708 - 201 - 1511 - 5	80	0708 - 201 - 0923 - 3
1	0708 - 201 - 1201 - 2	41	0708 - 201 - 1512 - 3	81	0708 - 201 - 0924 - 1
2	0708 - 201 - 1202 - 0	42	0708 - 201 - 1513 - 1	82	0708 - 201 - 0925 - 9
3	0708 - 201 - 1203 - 8	43	0708 - 201 - 1514 - 9	83	0708 - 201 - 0926 - 7
OL 2	0708 - 201 - 1204 - 6	44	0708 - 201 - 1515 - 7	84	0708 - 201 - 0927 - 5
4	0708 - 201 - 1218 - 7	45	0708 - 201 - 1516 - 5	85	0708 - 201 - 0928 - 3
5	0708 - 201 - 1217 - 9	46	0708 - 201 - 1517 - 3	86	0708 - 201 - 0929 - 1
6	0708 - 201 - 1216 - 1	47	0708 - 201 - 1518 - 1	87	0708 - 201 - 1110 - 5
7	0708 - 201 - 1215 - 3	48	0708 - 201 - 1519 - 9	88	0708 - 201 - 1111 - 3
8	0708 - 201 - 1214 - 5	49	0708 - 201 - 1520 - 6	89	0708 - 201 - 1112 - 1
9	0708 - 201 - 1213 - 7	50	0708 - 201 - 1521 - 4	90	0708 - 201 - 1113 - 9
10	0708 - 201 - 1212 - 9	51	0708 - 201 - 1501 - 6	91	0708 - 201 - 1114 - 7
11	0708 - 201 - 1211 - 1	52	0708 - 201 - 1502 - 4	92	0708 - 201 - 1115 - 5
12	0708 - 201 - 1210 - 3	53	0708 - 201 - 1503 - 2	93	0708 - 201 - 1116 - 3
13	0708 - 201 - 1209 - 6	54	0708 - 201 - 1504 - 0	94	0708 - 201 - 1117 - 1
14	0708 - 201 - 1208 - 8	55	0708 - 201 - 1505 - 8	95	0708 - 201 - 1118 - 9
15	0708 - 201 - 1207 - 0	56	0708 - 201 - 1506 - 6	96	0708 - 201 - 1101 - 4
16	0708 - 201 - 1206 - 2	57	0708 - 201 - 1507 - 4	97	0708 - 201 - 1102 - 2
17	0708 - 201 - 1205 - 4	58	0708 - 201 - 1508 - 2	98	0708 - 201 - 1103 - 0
18	0708 - 201 - 1401 - 8	OL 3	0708 - 201 - 0901 - 9	99	0708 - 201 - 1104 - 8
19	0708 - 201 - 1402 - 6	59	0708 - 201 - 0902 - 7	100	0708 - 201 - 1105 - 6
20	0708 - 201 - 1403 - 4	60	0708 - 201 - 0903 - 5	101	0708 - 201 - 1106 - 4
21	0708 - 201 - 1404 - 2	61	0708 - 201 - 0904 - 3	102	0708 - 201 - 1107 - 2
22	0708 - 201 - 1405 - 0	62	0708 - 201 - 0905 - 1	103	0708 - 201 - 1108 - 0
23	0708 - 201 - 1406 - 8	63	0708 - 201 - 0906 - 9	104	0708 - 201 - 1109 - 8
24	0708 - 201 - 1407 - 6	64	0708 - 201 - 0907 - 7	105	0708 - 201 - 1013 - 1
25	0708 - 201 - 1601 - 4	65	0708 - 201 - 0908 - 5	106	0708 - 201 - 1014 - 9
26	0708 - 201 - 1602 - 2	66	0708 - 201 - 0909 - 3	107	0708 - 201 - 1015 - 7
27	0708 - 201 - 1603 - 0	67	0708 - 201 - 0910 - 0	108	0708 - 201 - 1016 - 5
28	0708 - 201 - 1604 - 8	68	0708 - 201 - 0911 - 8	111	0708 - 201 - 1001 - 6
29	0708 - 201 - 1605 - 6	69	0708 - 201 - 0912 - 6	112	0708 - 201 - 1002 - 4
30	0708 - 201 - 1701 - 2	70	0708 - 201 - 0913 - 4	113	0708 - 201 - 1003 - 2
31	0708 - 201 - 1702 - 0	71	0708 - 201 - 0914 - 2	114	0708 - 201 - 1004 - 0
32	0708 - 201 - 1703 - 8	72	0708 - 201 - 0915 - 0	115	0708 - 201 - 1005 - 8
33	0708 - 201 - 1704 - 6	73	0708 - 201 - 0916 - 8	116	0708 - 201 - 1006 - 6
34	0708 - 201 - 1705 - 4	74	0708 - 201 - 0917 - 6	OL 4	0708 - 201 - 1007 - 4
35	0708 - 201 - 1706 - 2	75	0708 - 201 - 0918 - 4	117	0708 - 201 - 1008 - 2
36	0708 - 201 - 1707 - 0	76	0708 - 201 - 0919 - 2	118	0708 - 201 - 1009 - 0
37	0708 - 201 - 1708 - 8	77	0708 - 201 - 0920 - 9	119	0708 - 201 - 1010 - 7
38	0708 - 201 - 1509 - 0	78	0708 - 201 - 0921 - 7	120	0708 - 201 - 1011 - 5
39	0708 - 201 - 1510 - 7	79	0708 - 201 - 0922 - 5	121	0708 - 201 - 1012 - 3

LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER
122	0708 - 201 - 0801 - 1	167	0708 - 201 - 1811 - 9	212	0708 - 201 - 0513 - 2
123	0708 - 201 - 0802 - 9	168	0708 - 201 - 1812 - 7	213	0708 - 201 - 0514 - 0
124	0708 - 201 - 0803 - 7	169	0708 - 201 - 1813 - 5	214	0708 - 201 - 0515 - 8
125	0708 - 201 - 0804 - 5	170	0708 - 201 - 1814 - 3	215	0708 - 201 - 0516 - 6
126	0708 - 201 - 0805 - 3	171	0708 - 201 - 1801 - 0	216	0708 - 201 - 0517 - 4
127	0708 - 201 - 0806 - 1	172	0708 - 201 - 1802 - 8	217	0708 - 201 - 0518 - 2
128	0708 - 201 - 0807 - 9	173	0708 - 201 - 1803 - 6	218	0708 - 201 - 0519 - 0
129	0708 - 201 - 0808 - 7	174	0708 - 201 - 1804 - 4	219	0708 - 201 - 0520 - 7
130	0708 - 201 - 0809 - 5	175	0708 - 201 - 1805 - 2	220	0708 - 201 - 0521 - 5
131	0708 - 201 - 0810 - 2	176	0708 - 201 - 1901 - 8	221	0708 - 201 - 0522 - 3
132	0708 - 201 - 0811 - 0	177	0708 - 201 - 1902 - 6	222	0708 - 201 - 0501 - 7
133	0708 - 201 - 0710 - 4	178	0708 - 201 - 1903 - 4	223	0708 - 201 - 0402 - 7
134	0708 - 201 - 0711 - 2	179	0708 - 201 - 1904 - 2	224	0708 - 201 - 0403 - 5
135	0708 - 201 - 0712 - 0	180	0708 - 201 - 1905 - 0	225	0708 - 201 - 0404 - 3
136	0708 - 201 - 0713 - 8	181	0708 - 201 - 1906 - 8	226	0708 - 201 - 0405 - 1
137	0708 - 201 - 0714 - 6	182	0708 - 201 - 1907 - 6	227	0708 - 201 - 0406 - 9
138	0708 - 201 - 0715 - 4	183	0708 - 201 - 1908 - 4	228	0708 - 201 - 0407 - 7
139	0708 - 201 - 0716 - 2	184	0708 - 201 - 1909 - 2	229	0708 - 201 - 0408 - 5
140	0708 - 201 - 0701 - 3	185	0708 - 201 - 1910 - 9	230	0708 - 201 - 0409 - 3
141	0708 - 201 - 0702 - 1	186	0708 - 201 - 2001 - 5	231	0708 - 201 - 0410 - 0
142	0708 - 201 - 0703 - 9	187	0708 - 201 - 2002 - 3	232	0708 - 201 - 0411 - 8
143	0708 - 201 0704 7	188	0708 - 201 - 2003 - 1	233	0708 - 201 - 0412 - 6
144	0708 - 201 - 0705 - 5	189	0708 - 201 - 2004 - 9	234	0708 - 201 - 0413 - 4
145	0708 - 201 - 0706 - 3	190	0708 - 201 - 2005 - 7	235	0708 - 201 - 0401 - 9
146	0708 - 201 0707 1	191	0708 - 201 - 2006 - 5	OL 5	0708 - 201 - 0301 1
147	0708 - 201 - 0708 - 9	192	0708 - 201 - 2007 - 3	236	0708 - 201 - 0302 - 9
148	0708 - 201 0709 7	193	0708 - 201 - 2008 - 1	237	0708 - 201 - 0303 - 7
149	0708 - 201 - 0606 - 5	194	0708 - 201 - 2009 - 9	238	0708 - 201 - 0304 - 5
150	0708 - 201 - 0607 - 3	195	0708 - 201 - 2010 - 6	239	0708 - 201 - 0305 - 3
151	0708 - 201 - 0608 - 1	196	0708 - 201 - 2105 - 5	240	0708 - 201 - 0306 - 1
152	0708 - 201 - 0609 - 9	197	0708 - 201 - 2104 - 7	241	0708 - 201 - 0307 - 9
153	0708 - 201 - 0610 - 6	198	0708 - 201 - 2103 - 9	242	0708 - 201 - 0308 - 7
154	0708 - 201 - 0611 - 4	199	0708 - 201 - 2102 - 1	OL 6	0708 - 201 - 0309 - 5
155	0708 - 201 - 0612 - 2	200	0708 - 201 - 2101 - 3	243	0708 - 201 - 0310 - 2
156	0708 - 201 - 0613 - 0	201	0708 - 201 - 0502 - 5	501	708 - 201 - 1017 - 1
157	0708 - 201 - 0601 - 5	202	0708 - 201 - 0503 - 3	502	708 - 201 - 1018 - 1
158	0708 - 201 - 0602 - 3	203	0708 - 201 - 0504 - 1		
159	0708 - 201 - 0603 - 1	204	0708 - 201 - 0505 - 9		
160	0708 - 201 - 0604 - 9	205	0708 - 201 - 0506 - 7		
161	0708 - 201 - 0605 - 7	206	0708 - 201 - 0507 - 5		
162	0708 - 201 - 1806 - 0	207	0708 - 201 - 0508 - 3		
163	0708 - 201 - 1807 - 8	208	0708 - 201 - 0509 - 1		
164	0708 - 201 - 1808 - 6	209	0708 - 201 - 0510 - 8		
165	0708 - 201 - 1809 - 4	210	0708 - 201 - 0511 - 6		
166	0708 - 201 - 1810 - 1	211	0708 - 201 - 0512 - 4		

Exhibit "C"

Description of Original Declaration and Amendments

	Document	Recording Date	Document Number
1.)	Original Declaration	12/18/2018	5460437
2.)	First Amendment	10/9/2019	5529611
3.)	Second Amendment	4/20/2020	5579505
4.)	Third Amendment	4/19/2021	5718698
5.)	Fourth Amendment	1/13/2023	5882288

EXHIBIT "D"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
1-108, 111-121, 133, 145-148, 501-502	350	500
122-132, 134-144, 149-243	420	600

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5994981
11/06/2024 09:14 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 9
The above recording information verifies that this document has been electronically recorded and returned to the submitter.

Document No.

EAGLE TRACE
SIXTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Sixth Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Eagle Trace, dated December 17, 2018, recorded December 18, 2018 in the Office of the Dane County Wisconsin Register of Deeds as Document No. 5460437 (the "Original Declaration") which Original Declaration was subsequently amended by Amendments One through Five, each of which amendments is further described in Exhibit "C" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "C" shall be herein collectively referred to as the "Declaration"). Declarant hereby amends the Declaration as follows:

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

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the **"Property"**, the **"Subdivision"** or **"Eagle Trace"**.

3) **Section B-7)L.** Section B-7)L is hereby deleted in its entirety.

4) **Section B-7)O.** Section B-7)O is hereby added with the following: "**Public Storm Sewer Easement.** Lots 95-96 will have a 23' wide public storm sewer easement along the south property line and Lots 241-243 shall have a public storm sewer easement which varies in width

along the rear property line. The foregoing Lots shall be made subject to a Public Storm Sewer Easement by separate, recorded document. Fences will **not** be allowed unless Owner receives written approval by City of Madison Engineering. If a fence within the easement area is approved by City, Owner will also need to receive approval from the Neighborhood Architectural Control Committee."

5) **Section B-21.** Section B-21 is hereby added with the following: "**Trees along Pioneer Road.** The City of Madison may require the removal of trees along Pioneer Road, including those within the road right-of-way and potentially in the rear yards of Lots 196-200 and 236-241, to accommodate road and sidewalk improvements."

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

[signatures on next page]

IN WITNESS WHEREOF, the said VHET LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 5 day of November, 2024.

VHET, LLC
By: Forgewell Building Group, LLC, Its Sole Member

By: _____
Chris Ehlers, Authorized Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 5 day of November, 2024, Chris Ehlers the Authorized Representative of VHET, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
Dane County, Wisconsin
My Commission Expires: May 1, 2028

DOCUMENT DRAFTED BY:
Atty. Gregory J. Paradise

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Lake Ridge Bank, hereby consents to the forgoing Sixth Amendment to Declaration of Conditions, Covenants and Restrictions for the Plat Eagle Trace. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 30 day of October, 2024.

Lake Ridge Bank

By: Paul D. Cardarella

Print Name: PAUL D. CARDARELLA

Title: VP- BUSINESS RELATIONSHIP MANAGER

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 30th day of October, 2024 the above named Paul D. Cardarella, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Ramona Wipperfurth
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: July 26, 2026

RAMONA WIPPERFURTH NOTARY PUBLIC STATE OF WISCONSIN

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Investment 468 LLC, hereby consents to the forgoing Sixth Amendment to Declaration of Conditions, Covenants and Restrictions for the Plat Eagle Trace.

Dated at Madison, Wisconsin this 29 day of October, 2024.

INVESTMENT 468 LLC

By: _____

Print Name: Richard A. Hanzel

Title: Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 29 day of October, 2024, the above named Richard Hanzel, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: March 31, 2026

Serena Pretti NOTARY PUBLIC STATE OF WISCONSIN

Exhibit "A"

Lots 1-108, 111-243 and Outlots 2-6, Eagle Trace, City of Madison, Dane County, Wisconsin.

Lots 501-502, Certified Survey Map No. 5918057, City of Madison, Dane County, Wisconsin.

Exhibit "B"

LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER
OL 1	0708 - 201 - 1301 - 0	40	0708 - 201 - 1511 - 5	80	0708 - 201 - 0923 - 3
1	0708 - 201 - 1201 - 2	41	0708 - 201 - 1512 - 3	81	0708 - 201 - 0924 - 1
2	0708 - 201 - 1202 - 0	42	0708 - 201 - 1513 - 1	82	0708 - 201 - 0925 - 9
3	0708 - 201 - 1203 - 8	43	0708 - 201 - 1514 - 9	83	0708 - 201 - 0926 - 7
OL 2	0708 - 201 - 1204 - 6	44	0708 - 201 - 1515 - 7	84	0708 - 201 - 0927 - 5
4	0708 - 201 - 1218 - 7	45	0708 - 201 - 1516 - 5	85	0708 - 201 - 0928 - 3
5	0708 - 201 - 1217 - 9	46	0708 - 201 - 1517 - 3	86	0708 - 201 - 0929 - 1
6	0708 - 201 - 1216 - 1	47	0708 - 201 - 1518 - 1	87	0708 - 201 - 1110 - 5
7	0708 - 201 - 1215 - 3	48	0708 - 201 - 1519 - 9	88	0708 - 201 - 1111 - 3
8	0708 - 201 - 1214 - 5	49	0708 - 201 - 1520 - 6	89	0708 - 201 - 1112 - 1
9	0708 - 201 - 1213 - 7	50	0708 - 201 - 1521 - 4	90	0708 - 201 - 1113 - 9
10	0708 - 201 - 1212 - 9	51	0708 - 201 - 1501 - 6	91	0708 - 201 - 1114 - 7
11	0708 - 201 - 1211 - 1	52	0708 - 201 - 1502 - 4	92	0708 - 201 - 1115 - 5
12	0708 - 201 - 1210 - 3	53	0708 - 201 - 1503 - 2	93	0708 - 201 - 1116 - 3
13	0708 - 201 - 1209 - 6	54	0708 - 201 - 1504 - 0	94	0708 - 201 - 1117 - 1
14	0708 - 201 - 1208 - 8	55	0708 - 201 - 1505 - 8	95	0708 - 201 - 1118 - 9
15	0708 - 201 - 1207 - 0	56	0708 - 201 - 1506 - 6	96	0708 - 201 - 1101 - 4
16	0708 - 201 - 1206 - 2	57	0708 - 201 - 1507 - 4	97	0708 - 201 - 1102 - 2
17	0708 - 201 - 1205 - 4	58	0708 - 201 - 1508 - 2	98	0708 - 201 - 1103 - 0
18	0708 - 201 - 1401 - 8	OL 3	0708 - 201 - 0901 - 9	99	0708 - 201 - 1104 - 8
19	0708 - 201 - 1402 - 6	59	0708 - 201 - 0902 - 7	100	0708 - 201 - 1105 - 6
20	0708 - 201 - 1403 - 4	60	0708 - 201 - 0903 - 5	101	0708 - 201 - 1106 - 4
21	0708 - 201 - 1404 - 2	61	0708 - 201 - 0904 - 3	102	0708 - 201 - 1107 - 2
22	0708 - 201 - 1405 - 0	62	0708 - 201 - 0905 - 1	103	0708 - 201 - 1108 - 0
23	0708 - 201 - 1406 - 8	63	0708 - 201 - 0906 - 9	104	0708 - 201 - 1109 - 8
24	0708 - 201 - 1407 - 6	64	0708 - 201 - 0907 - 7	105	0708 - 201 - 1013 - 1
25	0708 - 201 - 1601 - 4	65	0708 - 201 - 0908 - 5	106	0708 - 201 - 1014 - 9
26	0708 - 201 - 1602 - 2	66	0708 - 201 - 0909 - 3	107	0708 - 201 - 1015 - 7
27	0708 - 201 - 1603 - 0	67	0708 - 201 - 0910 - 0	108	0708 - 201 - 1016 - 5
28	0708 - 201 - 1604 - 8	68	0708 - 201 - 0911 - 8	111	0708 - 201 - 1001 - 6
29	0708 - 201 - 1605 - 6	69	0708 - 201 - 0912 - 6	112	0708 - 201 - 1002 - 4
30	0708 - 201 - 1701 - 2	70	0708 - 201 - 0913 - 4	113	0708 - 201 - 1003 - 2
31	0708 - 201 - 1702 - 0	71	0708 - 201 - 0914 - 2	114	0708 - 201 - 1004 - 0
32	0708 - 201 - 1703 - 8	72	0708 - 201 - 0915 - 0	115	0708 - 201 - 1005 - 8
33	0708 - 201 - 1704 - 6	73	0708 - 201 - 0916 - 8	116	0708 - 201 - 1006 - 6
34	0708 - 201 - 1705 - 4	74	0708 - 201 - 0917 - 6	OL 4	0708 - 201 - 1007 - 4
35	0708 - 201 - 1706 - 2	75	0708 - 201 - 0918 - 4	117	0708 - 201 - 1008 - 2
36	0708 - 201 - 1707 - 0	76	0708 - 201 - 0919 - 2	118	0708 - 201 - 1009 - 0
37	0708 - 201 - 1708 - 8	77	0708 - 201 - 0920 - 9	119	0708 - 201 - 1010 - 7
38	0708 - 201 - 1509 - 0	78	0708 - 201 - 0921 - 7	120	0708 - 201 - 1011 - 5
39	0708 - 201 - 1510 - 7	79	0708 - 201 - 0922 - 5	121	0708 - 201 - 1012 - 3

LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER
122	0708 - 201 - 0801 - 1	167	0708 - 201 - 1811 - 9	212	0708 - 201 - 0513 - 2
123	0708 - 201 - 0802 - 9	168	0708 - 201 - 1812 - 7	213	0708 - 201 - 0514 - 0
124	0708 - 201 - 0803 - 7	169	0708 - 201 - 1813 - 5	214	0708 - 201 - 0515 - 8
125	0708 - 201 - 0804 - 5	170	0708 - 201 - 1814 - 3	215	0708 - 201 - 0516 - 6
126	0708 - 201 - 0805 - 3	171	0708 - 201 - 1801 - 0	216	0708 - 201 - 0517 - 4
127	0708 - 201 - 0806 - 1	172	0708 - 201 - 1802 - 8	217	0708 - 201 - 0518 - 2
128	0708 - 201 - 0807 - 9	173	0708 - 201 - 1803 - 6	218	0708 - 201 - 0519 - 0
129	0708 - 201 - 0808 - 7	174	0708 - 201 - 1804 - 4	219	0708 - 201 - 0520 - 7
130	0708 - 201 - 0809 - 5	175	0708 - 201 - 1805 - 2	220	0708 - 201 - 0521 - 5
131	0708 - 201 - 0810 - 2	176	0708 - 201 - 1901 - 8	221	0708 - 201 - 0522 - 3
132	0708 - 201 - 0811 - 0	177	0708 - 201 - 1902 - 6	222	0708 - 201 - 0501 - 7
133	0708 - 201 - 0710 - 4	178	0708 - 201 - 1903 - 4	223	0708 - 201 - 0402 - 7
134	0708 - 201 - 0711 - 2	179	0708 - 201 - 1904 - 2	224	0708 - 201 - 0403 - 5
135	0708 - 201 - 0712 - 0	180	0708 - 201 - 1905 - 0	225	0708 - 201 - 0404 - 3
136	0708 - 201 - 0713 - 8	181	0708 - 201 - 1906 - 8	226	0708 - 201 - 0405 - 1
137	0708 - 201 - 0714 - 6	182	0708 - 201 - 1907 - 6	227	0708 - 201 - 0406 - 9
138	0708 - 201 - 0715 - 4	183	0708 - 201 - 1908 - 4	228	0708 - 201 - 0407 - 7
139	0708 - 201 - 0716 - 2	184	0708 - 201 - 1909 - 2	229	0708 - 201 - 0408 - 5
140	0708 - 201 - 0701 - 3	185	0708 - 201 - 1910 - 9	230	0708 - 201 - 0409 - 3
141	0708 - 201 - 0702 - 1	186	0708 - 201 - 2001 - 5	231	0708 - 201 - 0410 - 0
142	0708 - 201 - 0703 - 9	187	0708 - 201 - 2002 - 3	232	0708 - 201 - 0411 - 8
143	0708 - 201 0704 7	188	0708 - 201 - 2003 - 1	233	0708 - 201 - 0412 - 6
144	0708 - 201 - 0705 - 5	189	0708 - 201 - 2004 - 9	234	0708 - 201 - 0413 - 4
145	0708 - 201 - 0706 - 3	190	0708 - 201 - 2005 - 7	235	0708 - 201 - 0401 - 9
146	0708 - 201 0707 1	191	0708 - 201 - 2006 - 5	OL 5	0708 - 201 - 0301 1
147	0708 - 201 - 0708 - 9	192	0708 - 201 - 2007 - 3	236	0708 - 201 - 0302 - 9
148	0708 - 201 0709 7	193	0708 - 201 - 2008 - 1	237	0708 - 201 - 0303 - 7
149	0708 - 201 - 0606 - 5	194	0708 - 201 - 2009 - 9	238	0708 - 201 - 0304 - 5
150	0708 - 201 - 0607 - 3	195	0708 - 201 - 2010 - 6	239	0708 - 201 - 0305 - 3
151	0708 - 201 - 0608 - 1	196	0708 - 201 - 2105 - 5	240	0708 - 201 - 0306 - 1
152	0708 - 201 - 0609 - 9	197	0708 - 201 - 2104 - 7	241	0708 - 201 - 0307 - 9
153	0708 - 201 - 0610 - 6	198	0708 - 201 - 2103 - 9	242	0708 - 201 - 0308 - 7
154	0708 - 201 - 0611 - 4	199	0708 - 201 - 2102 - 1	OL 6	0708 - 201 - 0309 - 5
155	0708 - 201 - 0612 - 2	200	0708 - 201 - 2101 - 3	243	0708 - 201 - 0310 - 2
156	0708 - 201 - 0613 - 0	201	0708 - 201 - 0502 - 5	501	708 - 201 - 1017 - 1
157	0708 - 201 - 0601 - 5	202	0708 - 201 - 0503 - 3	502	708 - 201 - 1018 - 1
158	0708 - 201 - 0602 - 3	203	0708 - 201 - 0504 - 1		
159	0708 - 201 - 0603 - 1	204	0708 - 201 - 0505 - 9		
160	0708 - 201 - 0604 - 9	205	0708 - 201 - 0506 - 7		
161	0708 - 201 - 0605 - 7	206	0708 - 201 - 0507 - 5		
162	0708 - 201 - 1806 - 0	207	0708 - 201 - 0508 - 3		
163	0708 - 201 - 1807 - 8	208	0708 - 201 - 0509 - 1		
164	0708 - 201 - 1808 - 6	209	0708 - 201 - 0510 - 8		
165	0708 - 201 - 1809 - 4	210	0708 - 201 - 0511 - 6		
166	0708 - 201 - 1810 - 1	211	0708 - 201 - 0512 - 4		

Exhibit "C"

Description of Original Declaration and Amendments

	Document	Recording Date	Document Number
1.)	Original Declaration	12/18/2018	5460437
2.)	First Amendment	10/9/2019	5529611
3.)	Second Amendment	4/20/2020	5579505
4.)	Third Amendment	4/19/2021	5718698
5.)	Fourth Amendment	1/13/2023	5882288
6.)	Fifth Amendment	12/22/23	5939979

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6065229
11/21/2025 09:15 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 16
The above recording information verifies that this document has been electronically recorded and returned to the submitter.

EAGLE TRACE AND THE CREST AT EAGLE TRACE

SEVENTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

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

See Exhibit "B"
(Parcel Identification Numbers)

PREAMBLE

This is the Seventh Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Eagle Trace, dated December 17, 2018, recorded December 18, 2018 in the Office of the Dane County Wisconsin Register of Deeds as Document No. 5460437 (the "Original Declaration") which Original Declaration was subsequently amended by Amendments One through Six, each of which amendments is further described in Exhibit "C" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "C" shall be herein collectively referred to as the "Declaration"). This Amendment is signed by VH ET, LLC, a Wisconsin Limited Liability Company and VH CET, LLC, as co-declarant with VH ET, LLC (hereinafter such entities shall be collectively referred to as the **"Declarant"**). Declarant hereby amends the Declaration as follows:

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

2) **Legal Description.** The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the **"Property"**, the **"Subdivision"** or **"Eagle Trace"** or **"The Crest at Eagle Trace"**.

3) **Lots Subject to Declaration.**

a) Lots 1-33 and 36-45, The Crest at Eagle Trace legally described and depicted in Exhibit "A" are made subject to the terms of the Declaration. This amendment shall be applicable to all Phases which are subject to the Declaration.

4) **Section A-1) Definitions**

a) Section A-1)C is hereby deleted in its entirety and replaced with the following: ""Declarant" shall mean and refer to VH ET, LLC and VH CET, LLC; a Wisconsin Limited Liability Company, and/or their respective successors and assigns."

b) Section A-1)D is hereby deleted in its entirety and replaced with the following: ""Lot" shall mean and refer to the lands described as Eagle Trace and The Crest at Eagle Trace as described in Exhibit "A", or such additional real property as may be subjected to the terms of this Declaration in the future. In the future, Declarant intends to convey the Lots to purchasers who shall thereupon become members of the Association."

c) Section A-3)A is hereby deleted in its entirety and replaced with the following: "**Responsibility for Assessments.** The following table describes the number of assessment units (an "**Assessment Unit**"), which are assigned to various Lots in the Development based upon their intended use at the present time. For the purposes of the following table, a single family residence and each twin single family home shall be deemed a Dwelling Unit.

	Use	Number of Assessment Units
1)	Single Family:	One (1) per Dwelling Unit.
2)	Twin Homes (2 unit attached residential)	One (1) per Dwelling Unit (each side defined as a dwelling unit)

5) **Section B-2) Land Use and Building Type.**

a) The first sentence of B-2)A is hereby deleted in its entirety and replaced with the following: "Lots 1-108 and 111-243, Eagle Trace, Lots 501-502, Certified Survey map No. 16331 and Lots 23-31, The Crest at Eagle Trace shall be used for single family residential purposes." All other terms of Section B-2)A shall remain unchanged.

b) Section B-2)I is hereby added with the following: "Lots 1-22, 32-45, The Crest at Eagle Trace, shall be used for twin single family homes."

c) Section B-2)J is hereby added with the following: "Outlot 1, The Crest at Eagle Trace, shall be dedicated to the public for stormwater management."

6) **Section B-7) Easements.**

a) Section B-7)G is hereby deleted in its entirety and replaced with the following: "Lots 196-200, 236-241 and Outlot 5, Eagle Trace, will be subject to a ten foot (10') wide grading and sloping easement (the "Grading Easement") given to the City for sidewalks to be installed along Pioneer Road. The sidewalk is to be adjacent to the rear property line of Lots 196-200, 236-241 and Outlot 5, Eagle Trace, and will be maintained by City. If the sidewalk along Pioneer Road is not installed prior to construction on such Lots, written approval from the City for

any landscaping to be installed by the Owner within the Grading Easement area will be required. Fences will not be allowed in the Grading Easement area. If sidewalk is installed along Pioneer Road within the Grading Easement area, the Grading Easement will be terminated by the City."

b) Section B-7)O is hereby deleted in its entirety and replaced with the following: "Lots 95-96, Eagle Trace, will have a 23' wide public storm sewer easement along the south property line, Lots 241-243, Eagle Trace, shall have a public storm sewer easement which varies in width along the rear property line and Lots 22 and 31, The Crest at Eagle Trace, shall have a 20' public storm sewer easement along the south property line. Lot 31 owner will be responsible for mowing around the inlet and keeping the area clean. The foregoing Lots shall be made subject to a Public Storm Sewer Easement by separate, recorded document or as noted on the recorded plat. Fences will **not** be allowed unless Owner receives written approval by City of Madison's Engineering Division City Engineer. If a fence within the easement area is approved by City, Owner will also need to receive approval from the Neighborhood Architectural Control Committee."

7) **Reservation of Control.** Lots 95-96, Eagle Trace and Lots 34-35, The Crest at Eagle Trace will likely not be developed until after Declarant turns control of the Association and the Architectural Control Committee over to the Lot Owners. Accordingly, Declarant shall maintain control under the terms of this Declaration over Lots 95-96, Eagle Trace and Lots 34-35, The Crest at Eagle Trace even after control of the Association and the Architectural Control Committee is turned over to the Lot Owners, to the same extent that Declarant has such control at the present time. Declarant's reservation of control includes but is not limited to, restrictions on use, architectural control and approvals, and any other matters arising out of or in connection with this Declaration, and shall continue on each such Lot until such time as construction on a Lot is complete and Declarant records a document releasing such Lot from this reservation of control. The Owner of any of the foregoing Lots shall not be deemed a member of the Association and shall not be subject to assessments until such time as Declarant releases control of such Lot as specified herein. Declarant will construct a home similar in design and material as shown in Exhibit "E" for lots 34-35, The Crest at Eagle Trace. Declarant will construct a home similar in design, size and scope of existing homes adjacent to lots 95-96, Eagle Trace.

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

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

[signatures on next page]

IN WITNESS WHEREOF, the said VHET LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 6 day of November, 2025.

VHET, LLC
By: Forgewell Building Group, LLC, Its Sole Member

By: Matt Brink
Matt Brink, Authorized Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 6 day of November, 2025, Matt Brink the Authorized Representative of VHET, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

Angie Christensen
Notary Public
Dane County, Wisconsin
My Commission Expires: May 1, 2028

IN WITNESS WHEREOF, the said VH CET LLC Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 6 day of November, 2025.

VH CET, LLC
By: Forgewell Building Group, LLC, Its Sole Member

By: _____
Matt Brink, Authorized Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 6 day of November, 2025, Matt Brink the Authorized Representative of VH CET, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
Dane County, Wisconsin
My Commission Expires: May 1, 2028

DOCUMENT DRAFTED BY:
Atty. Gregory J. Paradise

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Lake Ridge Bank, hereby consents to the forgoing Seventh Amendment to Declaration of Conditions, Covenants and Restrictions for the Plat Eagle Trace. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 20th day of October, 2025.

Lake Ridge Bank

By: Paul D. Cardarella

Print Name: PAUL D. CARDARELLA

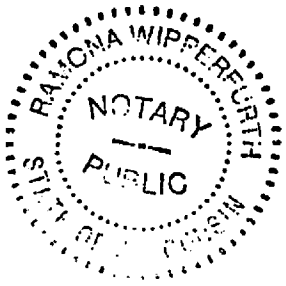
Title: VP Business Relationship Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 20th day of October, 2025, the above named PAUL D. CARDARELLA, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Ramona Wipperfurth
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: July 26 2026



CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned. Capitol Bank, hereby consents to the forgoing Seventh Amendment to Declaration of Conditions, Covenants and Restrictions for the Plat The Crest at Eagle Trace. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison. Wisconsin this 15th day of October, 2025

Capitol Bank

By: Michael Johnston

Print Name: Michael Johnston

Title: Senior Vice President Commercial Lending

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 15th day of October, 2025 the above named Michael Johnston, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

CELINE A PROVAX NOTARY PUBLIC STATE OF WISCONSIN

Celine A Provax
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 8-17-2029

Exhibit "A"

Lots 1-108, 111-243 and Outlots 2-6, Eagle Trace, City of Madison, Dane County, Wisconsin.

Lots 501-502, Certified Survey Map No.16331, City of Madison, Dane County, Wisconsin.

Lots 1-45 and Outlot 1, The Crest at Eagle Trace, City of Madison, Dane County, Wisconsin.

Exhibit "B"
Eagle Trace

LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER
OL 1	0708 - 201 - 1301 - 0	40	0708 - 201 - 1511 - 5	80	0708 - 201 - 0923 - 3
1	0708 - 201 - 1201 - 2	41	0708 - 201 - 1512 - 3	81	0708 - 201 - 0924 - 1
2	0708 - 201 - 1202 - 0	42	0708 - 201 - 1513 - 1	82	0708 - 201 - 0925 - 9
3	0708 - 201 - 1203 - 8	43	0708 - 201 - 1514 - 9	83	0708 - 201 - 0926 - 7
OL 2	0708 - 201 - 1204 - 6	44	0708 - 201 - 1515 - 7	84	0708 - 201 - 0927 - 5
4	0708 - 201 - 1218 - 7	45	0708 - 201 - 1516 - 5	85	0708 - 201 - 0928 - 3
5	0708 - 201 - 1217 - 9	46	0708 - 201 - 1517 - 3	86	0708 - 201 - 0929 - 1
6	0708 - 201 - 1216 - 1	47	0708 - 201 - 1518 - 1	87	0708 - 201 - 1110 - 5
7	0708 - 201 - 1215 - 3	48	0708 - 201 - 1519 - 9	88	0708 - 201 - 1111 - 3
8	0708 - 201 - 1214 - 5	49	0708 - 201 - 1520 - 6	89	0708 - 201 - 1112 - 1
9	0708 - 201 - 1213 - 7	50	0708 - 201 - 1521 - 4	90	0708 - 201 - 1113 - 9
10	0708 - 201 - 1212 - 9	51	0708 - 201 - 1501 - 6	91	0708 - 201 - 1114 - 7
11	0708 - 201 - 1211 - 1	52	0708 - 201 - 1502 - 4	92	0708 - 201 - 1115 - 5
12	0708 - 201 - 1210 - 3	53	0708 - 201 - 1503 - 2	93	0708 - 201 - 1116 - 3
13	0708 - 201 - 1209 - 6	54	0708 - 201 - 1504 - 0	94	0708 - 201 - 1117 - 1
14	0708 - 201 - 1208 - 8	55	0708 - 201 - 1505 - 8	95	0708 - 201 - 1118 - 9
15	0708 - 201 - 1207 - 0	56	0708 - 201 - 1506 - 6	96	0708 - 201 - 1101 - 4
16	0708 - 201 - 1206 - 2	57	0708 - 201 - 1507 - 4	97	0708 - 201 - 1102 - 2
17	0708 - 201 - 1205 - 4	58	0708 - 201 - 1508 - 2	98	0708 - 201 - 1103 - 0
18	0708 - 201 - 1401 - 8	OL 3	0708 - 201 - 0901 - 9	99	0708 - 201 - 1104 - 8
19	0708 - 201 - 1402 - 6	59	0708 - 201 - 0902 - 7	100	0708 - 201 - 1105 - 6
20	0708 - 201 - 1403 - 4	60	0708 - 201 - 0903 - 5	101	0708 - 201 - 1106 - 4
21	0708 - 201 - 1404 - 2	61	0708 - 201 - 0904 - 3	102	0708 - 201 - 1107 - 2
22	0708 - 201 - 1405 - 0	62	0708 - 201 - 0905 - 1	103	0708 - 201 - 1108 - 0
23	0708 - 201 - 1406 - 8	63	0708 - 201 - 0906 - 9	104	0708 - 201 - 1109 - 8
24	0708 - 201 - 1407 - 6	64	0708 - 201 - 0907 - 7	105	0708 - 201 - 1013 - 1
25	0708 - 201 - 1601 - 4	65	0708 - 201 - 0908 - 5	106	0708 - 201 - 1014 - 9
26	0708 - 201 - 1602 - 2	66	0708 - 201 - 0909 - 3	107	0708 - 201 - 1015 - 7
27	0708 - 201 - 1603 - 0	67	0708 - 201 - 0910 - 0	108	0708 - 201 - 1016 - 5
28	0708 - 201 - 1604 - 8	68	0708 - 201 - 0911 - 8	111	0708 - 201 - 1001 - 6
29	0708 - 201 - 1605 - 6	69	0708 - 201 - 0912 - 6	112	0708 - 201 - 1002 - 4
30	0708 - 201 - 1701 - 2	70	0708 - 201 - 0913 - 4	113	0708 - 201 - 1003 - 2
31	0708 - 201 - 1702 - 0	71	0708 - 201 - 0914 - 2	114	0708 - 201 - 1004 - 0
32	0708 - 201 - 1703 - 8	72	0708 - 201 - 0915 - 0	115	0708 - 201 - 1005 - 8
33	0708 - 201 - 1704 - 6	73	0708 - 201 - 0916 - 8	116	0708 - 201 - 1006 - 6
34	0708 - 201 - 1705 - 4	74	0708 - 201 - 0917 - 6	OL 4	0708 - 201 - 1007 - 4
35	0708 - 201 - 1706 - 2	75	0708 - 201 - 0918 - 4	117	0708 - 201 - 1008 - 2
36	0708 - 201 - 1707 - 0	76	0708 - 201 - 0919 - 2	118	0708 - 201 - 1009 - 0
37	0708 - 201 - 1708 - 8	77	0708 - 201 - 0920 - 9	119	0708 - 201 - 1010 - 7
38	0708 - 201 - 1509 - 0	78	0708 - 201 - 0921 - 7	120	0708 - 201 - 1011 - 5
39	0708 - 201 - 1510 - 7	79	0708 - 201 - 0922 - 5	121	0708 - 201 - 1012 - 3

LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER
122	0708 - 201 - 0801 - 1	167	0708 - 201 - 1811 - 9	212	0708 - 201 - 0513 - 2
123	0708 - 201 - 0802 - 9	168	0708 - 201 - 1812 - 7	213	0708 - 201 - 0514 - 0
124	0708 - 201 - 0803 - 7	169	0708 - 201 - 1813 - 5	214	0708 - 201 - 0515 - 8
125	0708 - 201 - 0804 - 5	170	0708 - 201 - 1814 - 3	215	0708 - 201 - 0516 - 6
126	0708 - 201 - 0805 - 3	171	0708 - 201 - 1801 - 0	216	0708 - 201 - 0517 - 4
127	0708 - 201 - 0806 - 1	172	0708 - 201 - 1802 - 8	217	0708 - 201 - 0518 - 2
128	0708 - 201 - 0807 - 9	173	0708 - 201 - 1803 - 6	218	0708 - 201 - 0519 - 0
129	0708 - 201 - 0808 - 7	174	0708 - 201 - 1804 - 4	219	0708 - 201 - 0520 - 7
130	0708 - 201 - 0809 - 5	175	0708 - 201 - 1805 - 2	220	0708 - 201 - 0521 - 5
131	0708 - 201 - 0810 - 2	176	0708 - 201 - 1901 - 8	221	0708 - 201 - 0522 - 3
132	0708 - 201 - 0811 - 0	177	0708 - 201 - 1902 - 6	222	0708 - 201 - 0501 - 7
133	0708 - 201 - 0710 - 4	178	0708 - 201 - 1903 - 4	223	0708 - 201 - 0402 - 7
134	0708 - 201 - 0711 - 2	179	0708 - 201 - 1904 - 2	224	0708 - 201 - 0403 - 5
135	0708 - 201 - 0712 - 0	180	0708 - 201 - 1905 - 0	225	0708 - 201 - 0404 - 3
136	0708 - 201 - 0713 - 8	181	0708 - 201 - 1906 - 8	226	0708 - 201 - 0405 - 1
137	0708 - 201 - 0714 - 6	182	0708 - 201 - 1907 - 6	227	0708 - 201 - 0406 - 9
138	0708 - 201 - 0715 - 4	183	0708 - 201 - 1908 - 4	228	0708 - 201 - 0407 - 7
139	0708 - 201 - 0716 - 2	184	0708 - 201 - 1909 - 2	229	0708 - 201 - 0408 - 5
140	0708 - 201 - 0701 - 3	185	0708 - 201 - 1910 - 9	230	0708 - 201 - 0409 - 3
141	0708 - 201 - 0702 - 1	186	0708 - 201 - 2001 - 5	231	0708 - 201 - 0410 - 0
142	0708 - 201 - 0703 - 9	187	0708 - 201 - 2002 - 3	232	0708 - 201 - 0411 - 8
143	0708 - 201 0704 7	188	0708 - 201 - 2003 - 1	233	0708 - 201 - 0412 - 6
144	0708 - 201 - 0705 - 5	189	0708 - 201 - 2004 - 9	234	0708 - 201 - 0413 - 4
145	0708 - 201 - 0706 - 3	190	0708 - 201 - 2005 - 7	235	0708 - 201 - 0401 - 9
146	0708 - 201 0707 1	191	0708 - 201 - 2006 - 5	OL 5	0708 - 201 - 0301 1
147	0708 - 201 - 0708 - 9	192	0708 - 201 - 2007 - 3	236	0708 - 201 - 0302 - 9
148	0708 - 201 0709 7	193	0708 - 201 - 2008 - 1	237	0708 - 201 - 0303 - 7
149	0708 - 201 - 0606 - 5	194	0708 - 201 - 2009 - 9	238	0708 - 201 - 0304 - 5
150	0708 - 201 - 0607 - 3	195	0708 - 201 - 2010 - 6	239	0708 - 201 - 0305 - 3
151	0708 - 201 - 0608 - 1	196	0708 - 201 - 2105 - 5	240	0708 - 201 - 0306 - 1
152	0708 - 201 - 0609 - 9	197	0708 - 201 - 2104 - 7	241	0708 - 201 - 0307 - 9
153	0708 - 201 - 0610 - 6	198	0708 - 201 - 2103 - 9	242	0708 - 201 - 0308 - 7
154	0708 - 201 - 0611 - 4	199	0708 - 201 - 2102 - 1	OL 6	0708 - 201 - 0309 - 5
155	0708 - 201 - 0612 - 2	200	0708 - 201 - 2101 - 3	243	0708 - 201 - 0310 - 2
156	0708 - 201 - 0613 - 0	201	0708 - 201 - 0502 - 5	501	708 - 201 - 1017 - 1
157	0708 - 201 - 0601 - 5	202	0708 - 201 - 0503 - 3	502	708 - 201 - 1018 - 1
158	0708 - 201 - 0602 - 3	203	0708 - 201 - 0504 - 1		
159	0708 - 201 - 0603 - 1	204	0708 - 201 - 0505 - 9		
160	0708 - 201 - 0604 - 9	205	0708 - 201 - 0506 - 7		
161	0708 - 201 - 0605 - 7	206	0708 - 201 - 0507 - 5		
162	0708 - 201 - 1806 - 0	207	0708 - 201 - 0508 - 3		
163	0708 - 201 - 1807 - 8	208	0708 - 201 - 0509 - 1		
164	0708 - 201 - 1808 - 6	209	0708 - 201 - 0510 - 8		
165	0708 - 201 - 1809 - 4	210	0708 - 201 - 0511 - 6		
166	0708 - 201 - 1810 - 1	211	0708 - 201 - 0512 - 4		

Exhibit "B"
The Crest at Eagle Trace

LOT NO.	PARCEL NO.
1	0708-201-2901-7
2	0708-201-2902-5
3	0708-201-2903-3
4	0708-201-2904-1
5	0708-201-2905-9
6	0708-201-2906-7
7	0708-201-2907-5
8	0708-201-2908-3
9	0708-201-2909-1
10	0708-201-2910-8
11	0708-201-2911-6
12	0708-201-2912-4
13	0708-201-2913-2
14	0708-201-2914-0
15	0708-201-2915-8
16	0708-201-2916-6
17	0708-201-2917-4
18	0708-201-2918-2
19	0708-201-2919-0
20	0708-201-2920-7
21	0708-201-2921-5
22	0708-201-2922-3
23	0708-201-2801-9
24	0708-201-2802-7

LOT NO.	PARCEL NO.
25	0708-201-2803-5
26	0708-201-2804-3
27	0708-201-2805-1
28	0708-201-2806-9
29	0708-201-2807-7
30	0708-201-2808-5
31	0708-201-2809-3
32	0708-201-2714-4
33	0708-201-2713-6
34	0708-201-2712-8
35	0708-201-2711-0
36	0708-201-2710-2
37	0708-201-2709-5
38	0708-201-2708-7
39	0708-201-2707-9
40	0708-201-2706-1
41	0708-201-2705-3
42	0708-201-2704-5
43	0708-201-2703-7
44	0708-201-2702-9
45	0708-201-2701-1
Outlot 1	0708-201-3001-4

EXHIBIT "B"

Please be advised that the Declarant hereby directs viewers to ignore the printed text material on the maps and floor plans attached to this Exhibit "B." Only the spacial relationships of the illustrators on the maps and floor plans are being presented for your information.

DECLARANT

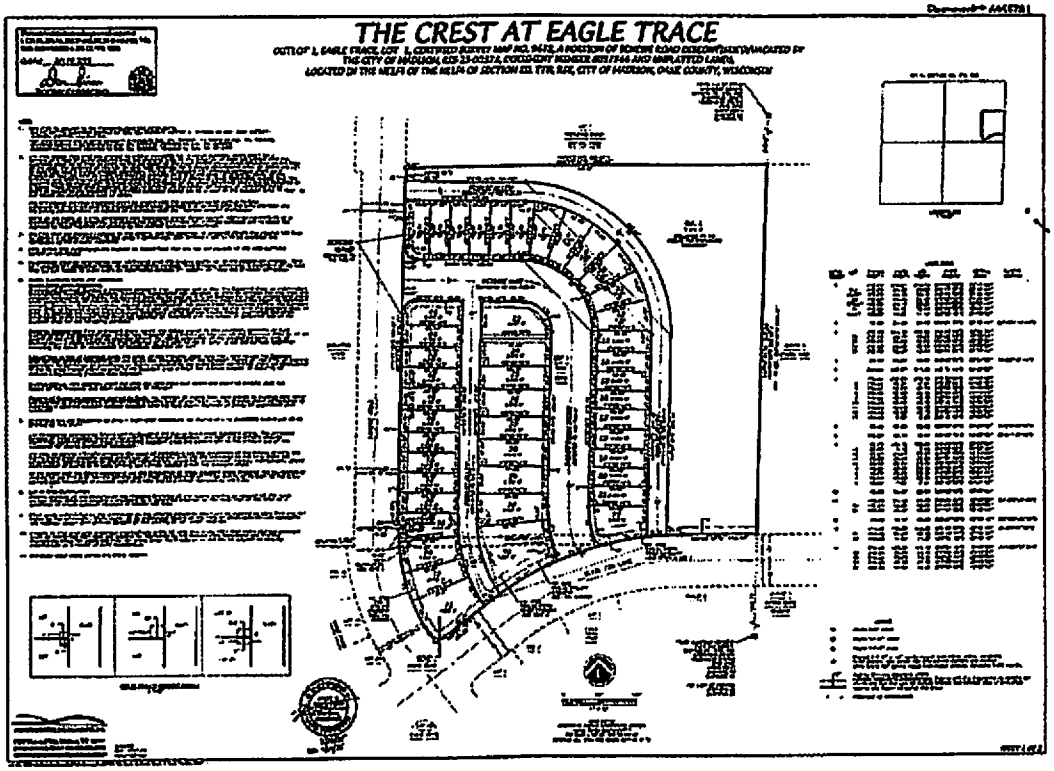
VH CET, LLC

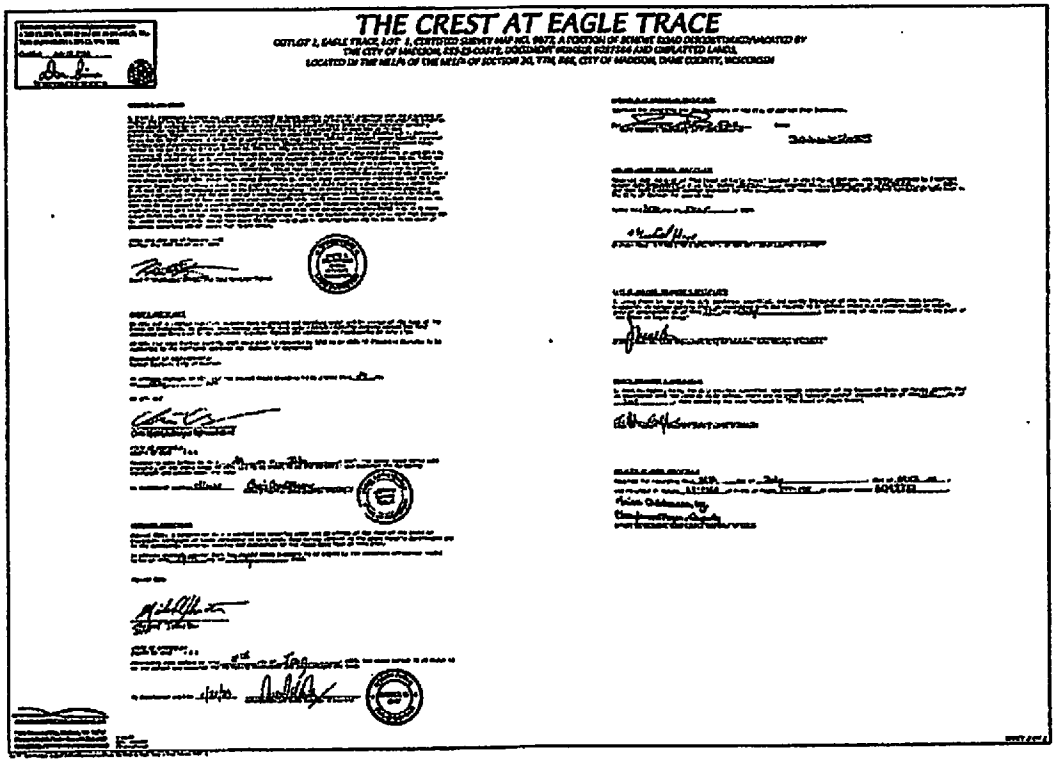
BY: FORGEWELL BUILDING GROUP, LLC, ITS SOLE MEMBER

By: Matt Brink

Print Name: Matt Brink

Print Title: Authorized Representative





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

Exhibit "C"

Description of Original Declaration and Amendments

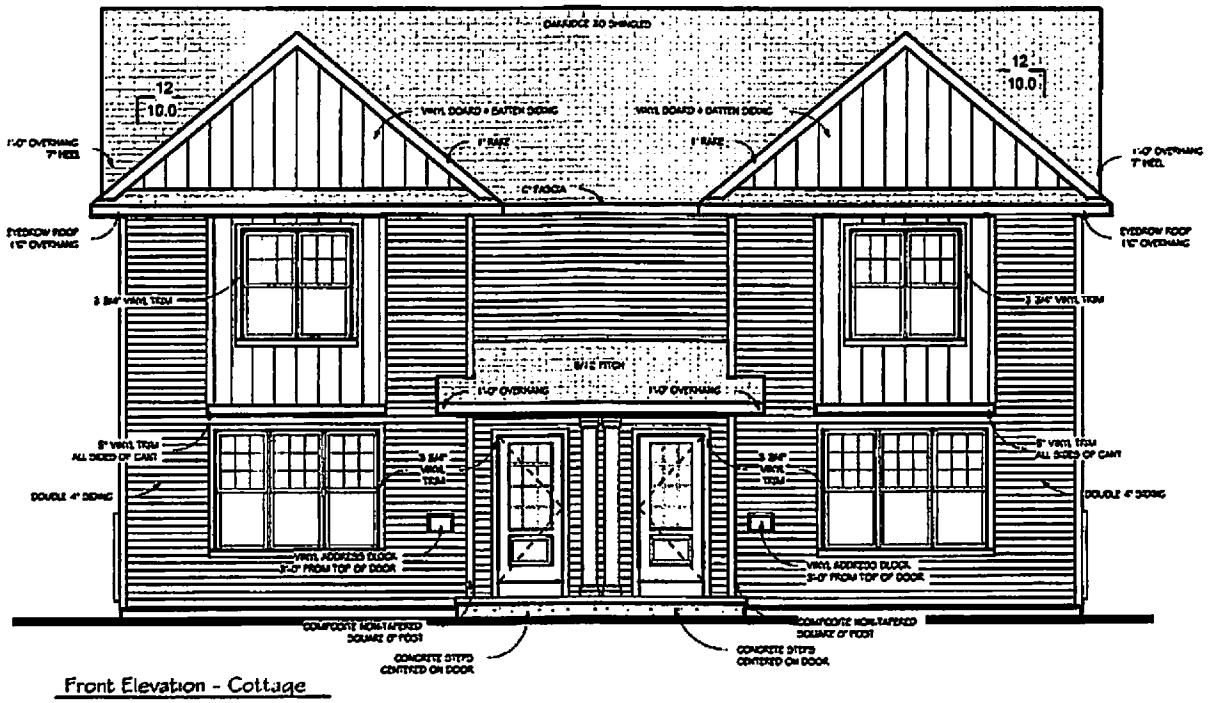
	Document	Recording Date	Document Number
1.)	Original Declaration	12/18/2018	5460437
2.)	First Amendment	10/9/2019	5529611
3.)	Second Amendment	4/20/2020	5579505
4.)	Third Amendment	4/19/2021	5718698
5.)	Fourth Amendment	1/13/2023	5882288
6.)	Fifth Amendment	12/22/23	5939979
7.)	Sixth Amendment	11/6/2024	5994981

EXHIBIT "D"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
Eagle Trace: 1-108, 111-121, 133, 145-148, 501-502 Crest at Eagle Trace: 1-45	350	500
Eagle Trace: 122-132, 134-144, 149-243	420	600

EXHIBIT "E"



Front Elevation - Cottage

3/16" = 1'-0"

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