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DOCUMENT #
6039975
07/17/2025 10:13 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 40
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MIDPOINT MEADOWS

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 "A"
(Parcel Identification Numbers)

PREAMBLE

This Declaration of Protective Covenants, Conditions and Restrictions (the "**Declaration**") is made this 9 day of July, 2025 by VH Midpoint Meadows, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "**Declarant**") and/or its successors and assigns.

WHEREAS, Declarant is the owner of certain Lots located in the plat of Midpoint Meadows (the "Plat") located in the City of Madison, Dane County, Wisconsin. The Lots are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The Plat is shown in Exhibit "B", attached hereto and incorporated herein by reference; and

WHEREAS, Declarant has the right to acquire the remaining lots in the Plat (the **"Remaining Lots"**) as that term is further defined below; and

WHEREAS, by this Declaration Declarant desires to subject the Lots and Outlots to the terms hereof, and by future amendment intends to subject the Remaining Lots, to the terms hereof, such that the Lots and the Remaining Lots will be constructed as 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 the Development to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Lots and each Owner thereof, as that term is defined below, 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, and to that end Declarant has incorporated or will incorporate the Midpoint Meadows Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the **"Association"**); and

NOW, THEREFORE, the Declarant declares that the real property constituting the Development will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

PART A
ASSOCIATION MATTERS

A-1) Definitions.

A) "Association" shall mean and refer to the Midpoint Meadows Homeowners Association, Inc., and its successors and assigns.

B) "Common Property" includes all those areas located in the Development which are not contained within a Lot and which are intended for common use or are necessary or convenient to the existence, maintenance or safety of the Development. Common Property may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Declaration, and all improvements located on said property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include all public or private alleys (if any), access ways, traffic calming measures, plantings, landscaping islands or boulevards, Development entry signs with or without landscaping features 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 VH Midpoint Meadows, LLC, a Wisconsin Limited Liability Company, and/or its successors and assigns.

D) "Lot" shall mean and refer to the lands described in Exhibit "A", or as may be subjected to the terms of this Declaration in the future. The Lots described herein are 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) "Remaining Lots" shall mean all of the lots contained in the Plat which are not described in Exhibit "A", but are depicted in the Plat or Plat Additions. Declarant reserves the right to subject the Remaining Lots to the terms hereof by future amendment to this Declaration.

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

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

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

A) **Members.** Declarant has incorporated the Association. The Association shall have two classes of membership. Each Owner of a Lot shall automatically become a Class A Member of the Association. The Declarant, or its successors or assigns, is the Class B Member of the Association. Declarant shall not be considered a Class A Member in the Association notwithstanding its ownership of Lots in the Subdivision. 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. A Class A 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 Class A 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. The rights, duties and obligations of the Class A and the Class B Members are specified in this Declaration and in the By-Laws of the Association.

B) **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.

C) **Class B Member Obligation for Assessments.** Declarant has no responsibility to pay for operating expenses of the Association by virtue of its ownership of the Class B membership interest in the Association. Declarant's liability for operating expenses is limited by and subject to the provisions of this Declaration.

D) **Calculation of Assessments**. Each Owner, other than Declarant, whose responsibility is governed by Section A-3(D), below, shall be responsible for assessments as described in this Declaration. 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.

A-3) **Description.**

A) **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. Multi-family residential apartments and Mixed Use: Commercial/Office/Retail Development shall be calculated as noted below.

	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)
3)	Multi-Family Residential Apartments	Twenty/100ths (.20) per Dwelling Unit.
4)	Mixed Use: Commercial/Office/Retail Development	Twenty/100ths (.20) per Dwelling Unit.

B) **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.

C) **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.

D) **Declarant's Responsibility for Assessments.** 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.

E) **Percentage Interest.** For the purposes of establishing an Owner's percentage of assessments hereunder, 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 Class A Members under the Declaration.

F) Assessment Units for Lot 218 and Outlot 4. The number of Assessment Units attributable to Lot 218, and Outlot 4, Midpoint Meadows, shall be Twenty/100ths (.20) per Dwelling Unit (the "Agreed Assessment"). The Agreed Assessment described in the preceding sentence may not be modified or amended except with the written consent of the Declarant and the then fee Owner of the Lot or Outlot in question. After Declarant turns control of the Association over to the Unit Owners, no modification of the such Agreed Assessment shall be permitted except with the written consent of the then Owner of the Lot or Outlot in question. Any modification of the Agreed Assessment specified in this Section must be signed by such Owner and either the Declarant, or after Declarant turns control of the Association over to the Lot Owners, the Association, and recorded in the office of the Dane County, Wisconsin Register of Deeds.

G) 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.

H) 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 at such time as determined 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.

4) Declarant, the Association and all Owners of a percentage interest in the Common Property hereby waive notice and protest of any tax or assessments levied by the City against

such Owners or any part of the Property attributable to the Common Property in which such Owners, the Association or the Declarant may have an interest.

I) **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 neat, good and safe condition.

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

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

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

5) Any and all expenses incurred by the Declarant, or 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; removal of ice; snow shoveling and plowing; trash removal in alleyways; improvements to the Common Property; common grounds security lighting; neighborhood entry signs; municipal utility services for Common Property enforcement of this Declaration (including attorneys' fees); and maintenance and management salaries and wages.

B) Maintenance and Conditions of Private Alleys

1) All maintenance, replacement and repairs for Outlot 3 shall be the responsibility and obligation of the Declarant until conveyed to the Association, at which time the Association shall assume responsibility. If at any time thereafter the Association shall fail to maintain Outlot 3, then the Owners of the Lots abutting Outlot 3 shall be responsible for maintaining said Outlot and all costs associated therewith. The obligation for maintenance, replacement and repairs of the aforesaid Outlots shall include, without limitation:

a) Maintaining the alleyways in good order and repair, with the type of surfacing materials originally installed or such substitute as shall in all respects be equal in quality, use and durability; and

b) Removing all litter, ice and snow, mud and sand, debris and refuse, and sweeping the surfaces to the extent reasonably necessary to keep the surfaces in a reasonably clean condition; and

c) Paying for the real estate taxes and assessments and other governmental impositions related to the easements, and procuring and paying for such insurance for the easements as required herein.

d) Maintaining certain public and private improvements and facilities which are the subject of certain agreements placed of record by Declarant, which Declarant deems necessary for the development of the Subdivision and the use and enjoyment thereof by the Lot Owners. The obligations of Declarant under the terms of such agreements will be binding on the Association.

C) Assessments.

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

2) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, may, whenever necessary or appropriate, levy special assessments (**"Special Assessments"**) against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Association and/or the Management Company may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. 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.

D) 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.

E) 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 and Outlots as may, in the future, be acquired by Declarant and subjected to this Declaration, as the same may be amended from time to time, by Declarant in the sole exercise of Declarant's discretion. Uses, other than the uses set forth in this Part B, shall not be permitted on the Lots or Outlots, as applicable, without the prior written approval of the Declarant and Committee (defined in Section C-2 below), as appropriate. After Declarant control of the Association has terminated, approval from the Association and the Committee shall be required.

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

A) Lots 17-32 and 83-217 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) Lots 1-16, 33-82 and 219-250 shall be used for twin single family homes.

C) Lots 218 shall be used for multi-family purposes.

D) Outlots 1 and 2 shall be dedicated for stormwater management over the entire outlot and shall be maintained by the City.

E) Outlot 3 shall be dedicated for private alley and shall be maintained by the Association.

F) Outlot 4 shall be reserved for future development and used for Mixed Use: Commercial/Office/Retail Development and Multi-family purposes.

G) Outlots 5 and 6 are noted on the Plat as reserved for future development. Both Outlots are owned and maintained by the City.

H) None of the provisions of this Declaration of Protective Covenants, Conditions and Restrictions and/or amendments shall be effective against Outlots 1, 2, 5 and 6.

I) No vehicular access to Mid Town Road or S. High Point Road from any Lot.

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

Except as otherwise provided herein, no buildings, signs or other structures incidental to the use of any Outlot, which have not been approved in advance by the Committee, may be constructed on any Outlot.

The Plat shows the streets and rights of ways which are to be dedicated as permanent public streets and rights-of-way and which shall be improved in accordance with agreements entered into between the Declarant and the municipality in which the Development is located.

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

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

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 (C)(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 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.

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 Engineer and the Zoning Administration, as amended in accordance with the Madison General Ordinances.

C) Public utility easements as 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 public easements 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 where shown otherwise on the face of the plat. For purposes of two (2) or more lots combined for a single development site, or where two (2) of more lots have shared driveway agreement, the public easement for drainage purposes shall be a minimum of five (5) feet in width and shall be measured only from the exterior property lines of the combined lots that create a single development site, or have a shared driveway agreement, except that the easement shall be twelve (12) in width along the perimeter of the plat. Easements shall not be required on property lines shared with greenways or public streets. No buildings, driveways, or retaining walls shall be placed in any easement for drainage purposes. Fences may be placed in the easement only if they do not impede the anticipated flow of water.

E) **Landscaping Easement.** Declarant will install landscaping in the area of Lots 235-250 between the Sidewalk and Bike Path easement noted on the Plat and South High Point Road pursuant to a plan to be developed by Declarant in the sole exercise of Declarant's discretion. Installation of the landscaping shall be at Declarant's expense. The Association shall maintain trees and shrubs within the easement area in a healthy condition and shall keep the turf mowed on a regular basis. The cost of maintenance and replacement of landscaping, lawnmowing, sidewalk maintenance, including snow removal, by the Association may be assessed as a common expense against all Lots in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required. No further plants may be installed and no maintenance by Owner in this easement without written permission of the Association. The sidewalk parallel to S. High Point Road shall be maintained by the City. Fencing, building structures, playground equipment and other structural items are prohibited within the easement.

F) **Public Water Main Easement, Public Sanitary Sewer Easement and Public Sidewalk and Bike Path.** Lots 235-250 shall have a 30 foot (30') wide public water main easement and public sanitary sewer easement and shall be maintained by the City. Also within this easement is a private 10 foot (10') public sidewalk and bike path and shall be maintained by the Association. Maintenance such as mowing and snow removal of sidewalks within this easement shall be the responsibility of the Association. Each Lot area located west of these easements shall be maintained by each individual Owner. No further plants may be installed and no maintenance by Owner in these easements are allowed without written permission of the Association. No buildings or structures or fences unrelated to the public use shall be constructed in and no grade change shall be made to the Easement Area without the written consent of the city of Madison's Engineering Division City Engineer.

G) **Public Storm Sewer Easement**. Lots 1, 9 and 17 shall have a 20 foot (20') wide public storm sewer easement. Lot 176 shall have a 22 foot (22') wide public storm sewer easement and the City will be responsible to maintain. No buildings or structures or fences unrelated to the Storm Sewer Facilities shall be constructed in and no grade change shall be made to the Easement Area without the written consent of the City of Madison's Engineering Division City Engineer.

H) TDS Telecom Easement. Outlot 4 shall have a 12 foot (12') wide TDS Telecom Easement by separate recorded document, Document No. 3195177, partially released by Document No. 6005272.

I) Public Sanitary Sewer Easement. Outlot 2 shall have a thirty foot (30) wide public sanitary sewer easement and the City will be responsible to maintain. No buildings or structures or fences unrelated to the Sanitary Sewer Facilities shall be constructed in and no grade change shall be made to the Easement Area without the written consent of the City of Madison's Engineering Division City Engineer.

J) MMSD Sanitary Sewer Easement. Outlot 5 shall have a thirty foot (30') wide MMSD Sanitary Sewer Easement by separate recorded document, Document No. 1224436.

K) Sign Easement Areas. Easements for entry monumentation signage and plantings shall be established by Declarant at each corner, as well as, center islands. Maintenance of the Easement shall be deemed a part of the Common Property which the Association is obligated to maintain under Section (A) of the Declaration, the cost of maintenance of said Common Property shall be an assessment against all the Property in the Subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required. Refer to Section B-18)C) for notices regarding plantings.

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

M) Multi-User Mailbox Easement. Based on new, recently adopted requirements of the United States Postal Service, this neighborhood will receive mail by using CBU's (cluster box units) instead of curb side mailboxes on newly constructed homesites. These new requirements will phase out curb side mailboxes nationwide solely at the Postal Service's discretion. Certain Lots or Outlots will feature CBU's and 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. There will be a separate recorded Multi-User Mailbox Easement for such Lots. All maintenance (concrete pad repair and replacement, CBU and snow removal around the CBU) shall be the sole responsibility of the Association.

N) Party Wall Agreement. Lots 1-16, 33-82 and 219-250 shall be subject to a Declaration of Party Wall Agreement. The Lots described are proposed twin homes which are two homes that share a party wall and roof with each other.

B-8) Slope and Swale Areas.

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

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

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

D) Any disputes relating to drainage swales, drainage or other surface water issues, shall be resolved by the Board of Directors of the Association, which may seek the advice of the City Engineer of the City. 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, as determined by the Committee, 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, storage container, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

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

B-12) Entrance Sign. There will be an entrance monument sign by separate document an associated easement at the entrance(s) into the neighborhood. The sign and easement associated with the sign will be owned by the Association. The Association will be responsible for the maintenance of said sign to include watering, mowing and basic landscape requirements. The Association is responsible for determining whether said signs shall remain in place and assess all owners in the neighborhood of any future replacement cost after Declarant turns over control of the Association to the Owners.

B-13) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall

be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

B-14) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot. 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.

B-15) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-16) Telephone (Land Line Service) and Cable/Internet Service. Due to updated FCC government regulations, telephone and cable/internet communication providers are no longer required to provide land line and cable/internet service to new neighborhoods or phases. As a result, Declarant cannot guarantee that all new phases will have access to traditional land line phone service or that your cable/internet provider will have services available prior to or directly following Owner's closing date. However, most of the cable company service providers have the ability to bundle in those services.

B-17) Retaining Walls. Certain homesites may 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 Committee to construct a fence to the rear property line.

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) Portions of the Property may be subject to elevated ambient highway noise levels due to the proximity of the Property to adjoining highways and streets, as shown on the Plat.

B) Private Alleys (collectively, "Alleys") are shown on the Plat as Outlots. Alleys will be dedicated to the Association. The cost of the maintenance of the Alleys shall be the responsibility of the Association. Certain Lots in the Development border Alleys, which are intended to serve as the access to such Lots. Restrictions on the Alleys are summarized as follows:

1) Certain Outlots in the subdivision may be shown on the Plat as either public or private alleys. Public and private alleys may or may not benefit from services provided by the municipality typically associated with public streets, including but not limited to repairs, replacement, trash pickup and snow plowing. Services not provided by the municipality will be provided by the Association at the expense of all Lot Owners, whether the alley is public or private.

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

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

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

D) **Stop/Signal Light Assessment**. At a future date, when the traffic warrants it, the City may install stop lights at any of the intersections into the Development and may assess the cost through an area wide assessment district, which assessment each Lot Owner will be responsible for.

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.

B-20) Lease.

A) *Lease Requirements.* The following provisions are not applicable to Lot 218. An Owner may rent its dwelling by written Lease (a "Lease"), provided that

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

2) 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

3) 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

4) 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.

B) *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.

C) *Violations / Remedies.*

1) 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.

2) 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%).

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-20 against Owner or Owner's tenant, and to collect any outstanding amounts owed by Owner to the Association.

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 by election or appointment.

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 exterior improvements, including but not limited to, structure, whether residence, accessory building, tennis or sport court, swimming pool, basketball hoop, deck, patio, 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 painting/repainting of the exterior of a structure shall be made unless 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 DSI Real Estate website www.dsirealestate.com. Select Condo & HOA, then Architectural Control (ACC) – Project Approval and select the appropriate application for your request.

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

C-4) Procedure.

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

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

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

D) The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the

Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

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

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

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

Midpoint Meadows Homeowners Association, Inc.
Architectural Control Committee
708 River Place
Madison, Wisconsin 53713
acc@dsirealestate.com

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

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

C-9) Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Declaration if it finds that the strict application thereof

would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other houses in the development.

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

PART D
DESIGN GUIDELINES

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

A) Architectural Character. Architecture within the development will be developed with a unified architectural theme of mid-century modern as well as contemporary interpretations of regional vernacular styles. The overall character of the development will be created to establish a cohesive appearance throughout the community. Examples of these styles include:

Cottage	Craftsman	Four Square	Farmhouse	Mid-Century Modern
Prairie	Shingle	Traditional	Victorian	Southern Traditional
Classical				

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. Front porches are encouraged as both visual and functional design elements with a style consistent with the overall architectural style of the home and provide a visually appealing entry point. 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. Garages shall be provided in accordance with PDD documents and specific unit plans.

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

3. On homes with a front-entry garage the front garage facade shall be a minimum of 2' behind house façade adjacent to garage exclusive of any porch element. Side entry garages may project beyond front façade of the home.

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. Garage width must comply with zoning and the design guideline standards of 50% of overall building width.

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 ornamentation, 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 Committee or of other material or color as deemed acceptable by the Committee. Panel or louver design shutters shall be used as appropriate to home materials & style.

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

5) Gable ornamentation when required for the front elevation and side elevations facing a public street shall be appropriate to architectural style per standard detail.

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 Committee.

b) Roof material shall be Owens Corning Oakridge 30 architectural shingle or equal and in colors as approved by the Committee. Rubber roofing is allowed on flat roof areas and metal roofing is allowed on feature elements.

c) Hip roof design, porches or other elements deemed appropriate by the 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 Committee, wood or composite material may be used when appropriate to the architectural style.

b) Aluminum soffit and eave color shall match facia.

c) A minimum 12" overhang is required at typical eaves and gable ends. However, 6" is allowable with projections less than 6'-0" in

width, such as the fireplace chase, dormers and small bay windows. Larger overhangs may be required as appropriate to the architectural style.

F) Exterior Wall Surfaces.

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

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

3) Variation of wall planes on primary elevations is encouraged as appropriate to architectural style and building scale. A front porch per Section C may also be used to provide front elevation articulation as appropriate.

4) Any elevations facing public streets or spaces shall have a minimum of three (3) windows with wrap trim or shutters and window grills as appropriate and gable ornamentation at all gable ends, street or public space exposure walls shall have a minimum of one (1) additional window in the exposure wall. Further wall treatment may be required per specific home design or requirements.

5) The use of brick or stone is encouraged as appropriate to architectural style. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner. 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 and be used consistently on all elevations.

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

7) **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 may be required to construct fencing. Committee approval does not supersede the need for any municipal approvals or permits.

1) The fence style required is the PlyGem Stratford Vinyl, 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 and any other access easements that are dedicated on the plat.

d) Fencing color by PlyGem Fence/Railing of White 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) Owner to contact City for current City zoning requirements for fence placement on corner lots prior to submitting to Architectural Control Committee.

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 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) **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 (ADU – accessory dwelling unit) above detached garages may be allowed subject to municipal ordinance and with prior written approval from the Committee.

D) **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.

E) **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.

F) **Solar Collectors.** Active solar collectors or apparatus may be installed on any Lot provided application is made to the Committee prior to installation. The Committee shall review such application and consistent with State and local laws, rules and ordinances, may impose conditions and

restrictions on such solar collectors, provided the same do not prevent or unduly restrict their construction and operation. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

G) **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.

H) **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, 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 this 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 Class A Members and all of the Class B Members agreeing to change said Covenants in whole or in part or to terminate the same.

E-2) 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 (C) (3), above, regarding collection of Special Assessments and foreclosure of the lien thereof.

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.

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 the Class A 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 its right to enforce this Declaration, then this Declaration or any part thereof may be released, cancelled, amended or waived by an instrument approved and signed by a majority of the Class A Members and all of the Class B Members.

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.

[See attached signature page.]

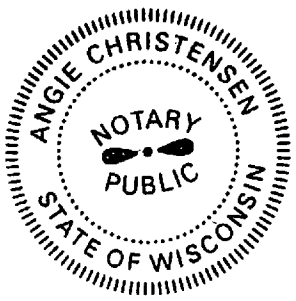
IN WITNESS WHEREOF, the said VH Midpoint Meadows, LLC, a Wisconsin Limited Liability Company has caused these presents to be signed and sealed this 9 day of July, 2025.

VH Midpoint Meadows, LLC
By: Forgewell Building Group, LLC, Its Sole Member

By: Matt Brink
Matt Brink, Authorized Representative

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 9 day of July, 2025, Matt Brink the Authorized Representative of VH Midpoint Meadows, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.



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

This document was drafted by:

Gregory J. Paradise
Paradise, Van Note and Umland LLC
725 Heartland Trail, Suite 300
Madison, WI 53717

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, The Park Bank, a Wisconsin Banking Corporation, hereby consents to the forgoing Declaration of Protective Covenants, Conditions and Restrictions for the Plat of Midpoint Meadows. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Lots.

Dated at Madison, Wisconsin this 30 day of June, 2025

The Park Bank, a Wisconsin Banking Corporation

By: _____

Print Name: Mark Retzlaff

Title: Vice President Business Banking

ACKNOWLEDGMENT

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

Personally came before me this 30 day of June, 2025, the above named Mark Retzlaff, 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: 11/5/2028

ERIN DITTRICH LUEHRS NOTARY PUBLIC STATE OF WISCONSIN

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, MEADOW INVESTORS, LLC, hereby consents to the forgoing Declaration of Conditions, Covenants and Restrictions for the Plat Midpoint Meadows. 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 June, 2025.

MEADOW INVESTORS, LLC

By: _____

Print Name: Richard A. Hanzel

Title: Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 30 day of June, 2025, 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"

Legal Description of the Lots

Lots 1-250 and Outlots 3 and 4, Midpoint Meadows,
City of Madison, Dane County, Wisconsin

Exhibit "A"

LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER	LOT #	PARCEL NUMBER
1	0608-022-0701-4	51	0608-022-1001-7	101	0608-022-1506-7
2	0608-022-0702-2	52	0608-022-1002-5	102	0608-022-1507-5
3	0608-022-0703-0	53	0608-022-1003-3	103	0608-022-1508-3
4	0608-022-0704-8	54	0608-022-1004-1	104	0608-022-1509-1
5	0608-022-0705-6	55	0608-022-1005-9	105	0608-022-1510-8
6	0608-022-0706-4	56	0608-022-1006-7	106	0608-022-1511-6
7	0608-022-0707-2	57	0608-022-1007-5	107	0608-022-1512-4
8	0608-022-0708-0	58	0608-022-1008-3	108	0608-022-1513-2
9	0608-022-0801-2	59	0608-022-1009-1	109	0608-022-1514-0
10	0608-022-0802-0	60	0608-022-1010-8	110	0608-022-1515-8
11	0608-022-0803-8	61	0608-022-1011-6	111	0608-022-1516-6
12	0608-022-0804-6	62	0608-022-1012-4	112	0608-022-1517-4
13	0608-022-0805-4	63	0608-022-1013-2	113	0608-022-1518-2
14	0608-022-0806-2	64	0608-022-1014-0	114	0608-022-1519-0
15	0608-022-0807-0	65	0608-022-1015-8	115	0608-022-1520-7
16	0608-022-0808-8	66	0608-022-1016-6	116	0608-022-1521-5
17	0608-022-1101-5	67	0608-022-1201-3	117	0608-022-1522-3
18	0608-022-1102-3	68	0608-022-1202-1	118	0608-022-1601-5
19	0608-022-1103-1	69	0608-022-1203-9	119	0608-022-1602-3
20	0608-022-1104-9	70	0608-022-1204-7	120	0608-022-1603-1
21	0608-022-1105-7	71	0608-022-1205-5	121	0608-022-1604-9
22	0608-022-1106-5	72	0608-022-1206-3	122	0608-022-1605-7
23	0608-022-1107-3	73	0608-022-1207-1	123	0608-022-1606-5
24	0608-022-1108-1	74	0608-022-1208-9	124	0608-022-1607-3
25	0608-022-1109-9	75	0608-022-1209-7	125	0608-022-1608-1
26	0608-022-1110-6	76	0608-022-1210-4	126	0608-022-1609-9
27	0608-022-1111-4	77	0608-022-1211-2	127	0608-022-1610-6
28	0608-022-1112-2	78	0608-022-1212-0	128	0608-022-1611-4
29	0608-022-1113-0	79	0608-022-1213-8	129	0608-022-1612-2
30	0608-022-1114-8	80	0608-022-1214-6	130	0608-022-1613-0
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39	0608-022-0907-8	89	0608-022-1307-9	139	0608-022-1702-1
40	0608-022-0908-6	90	0608-022-1308-7	140	0608-022-1703-9
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42	0608-022-0910-1	92	0608-022-1310-2	142	0608-022-1705-5
43	0608-022-0911-9	93	0608-022-1311-0	143	0608-022-1706-3
44	0608-022-0912-7	94	0608-022-1312-8	144	0608-022-1707-1
45	0608-022-0913-5	95	0608-022-1313-6	145	0608-022-1708-9
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47	0608-022-0915-1	97	0608-022-1502-5	147	0608-022-1710-4
48	0608-022-0916-9	98	0608-022-1503-3	148	0608-022-1711-2
49	0608-022-0917-7	99	0608-022-1504-1	149	0608-022-1712-0
50	0608-022-0918-5	100	0608-022-1505-9	150	0608-022-1713-8

LOT #	PARCEL NUMBER
151	0608-022-1714-6
152	0608-022-1715-4
153	0608-022-1716-2
154	0608-022-1717-0
155	0608-022-1718-8
156	0608-022-1719-6
157	0608-022-1720-3
158	0608-022-1721-1
159	0608-022-1722-9
160	0608-022-1723-7
161	0608-022-1724-5
162	0608-022-1725-3
163	0608-022-1726-1
164	0608-022-1727-9
165	0608-022-1728-7
166	0608-022-1801-1
167	0608-022-1802-9
168	0608-022-1803-7
169	0608-022-1804-5
170	0608-022-1805-3
171	0608-022-1806-1
172	0608-022-1807-9
173	0608-022-1808-7
174	0608-022-1809-5
175	0608-022-1810-2
176	0608-022-1901-9
177	0608-022-1902-7
178	0608-022-1903-5
179	0608-022-1904-3
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181	0608-022-1906-9
182	0608-022-1907-7
183	0608-022-2301-0
184	0608-022-2302-8
185	0608-022-2303-6
186	0608-022-2304-4
187	0608-022-2305-2
188	0608-022-2306-0
189	0608-022-2307-8
190	0608-022-2308-6
191	0608-022-2309-4
192	0608-022-2310-1
193	0608-022-2311-9
194	0608-022-2212-9
195	0608-022-2213-7
196	0608-022-2214-5
197	0608-022-2215-3
198	0608-022-2216-1
199	0608-022-2217-9
200	0608-022-2218-7

LOT #	PARCEL NUMBER
201	0608-022-2219-5
202	0608-022-2220-2
203	0608-022-2201-2
204	0608-022-2202-0
205	0608-022-2203-8
206	0608-022-2204-6
207	0608-022-2205-4
208	0608-022-2206-2
209	0608-022-2207-0
210	0608-022-2208-8
211	0608-022-2209-6
212	0608-022-2210-3
213	0608-022-2211-1
214	0608-022-2105-6
215	0608-022-2104-8
216	0608-022-2103-0
217	0608-022-2102-2
218	0608-022-2101-4
219	0608-022-1418-4
220	0608-022-1419-2
221	0608-022-1420-9
222	0608-022-1421-7
223	0608-022-1422-5
224	0608-022-1423-3
225	0608-022-1424-1
226	0608-022-1425-9
227	0608-022-1426-7
228	0608-022-1427-5
229	0608-022-1428-3
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236	0608-022-1402-7
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241	0608-022-1407-7
242	0608-022-1408-5
243	0608-022-1409-3
244	0608-022-1410-0
245	0608-022-1411-8
246	0608-022-1412-6
247	0608-022-1413-4
248	0608-022-1414-2
249	0608-022-1415-0
250	0608-022-1416-8

OUTLOT #	PARCEL NUMBER
Outlot 3	0608-022-1417-6
Outlot 4	0608-022-2001-6

Exhibit "B"

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

DECLARANT

VH MIDPOINT MEADOWS, LLC

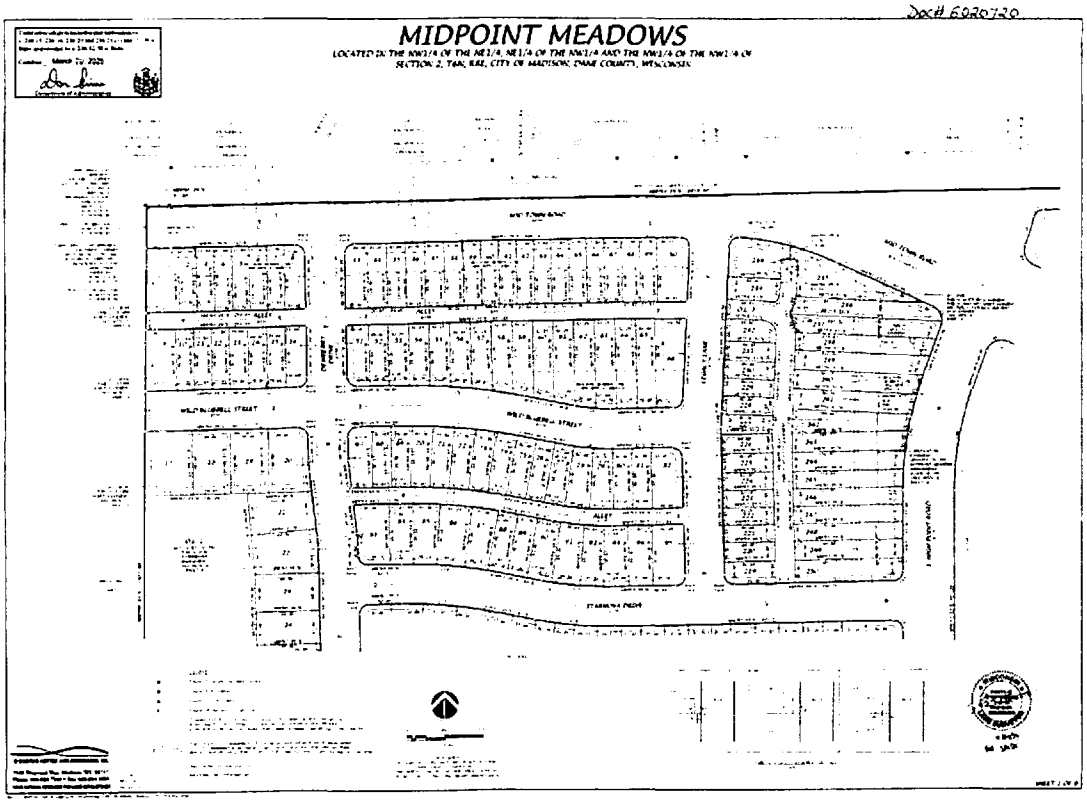
BY: FORGEWELL BUILDING GROUP, LLC, ITS SOLE MEMBER

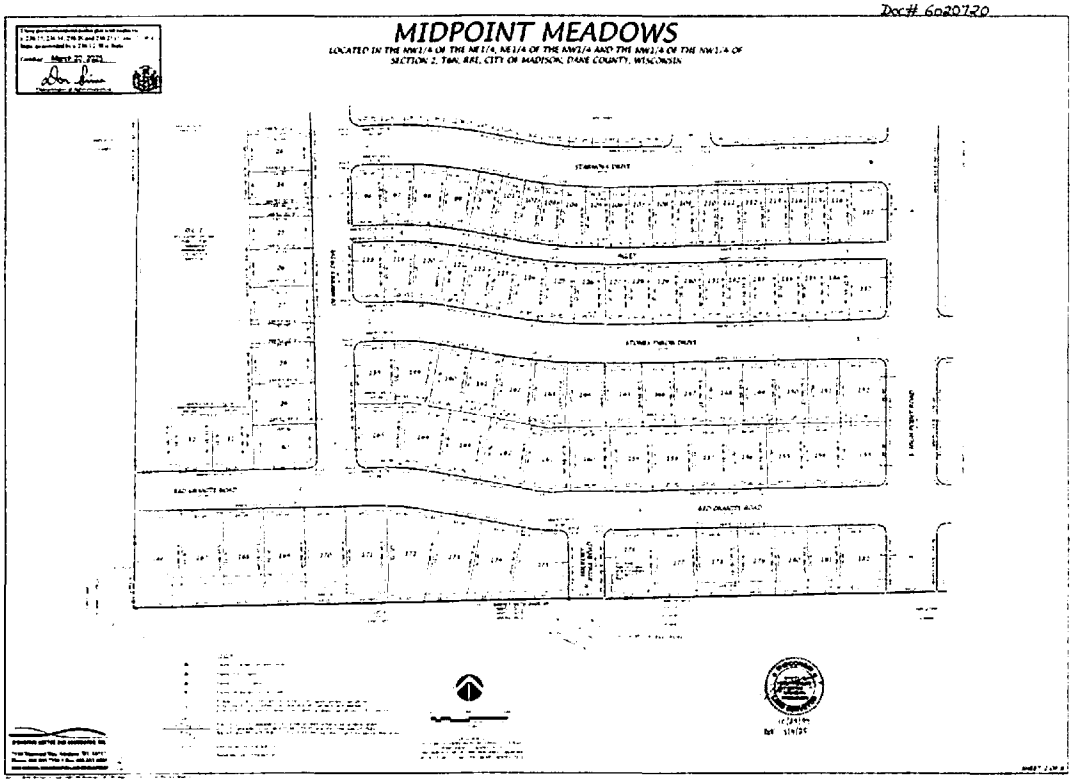
By: Matt Brink

Print Name: Matt Brink

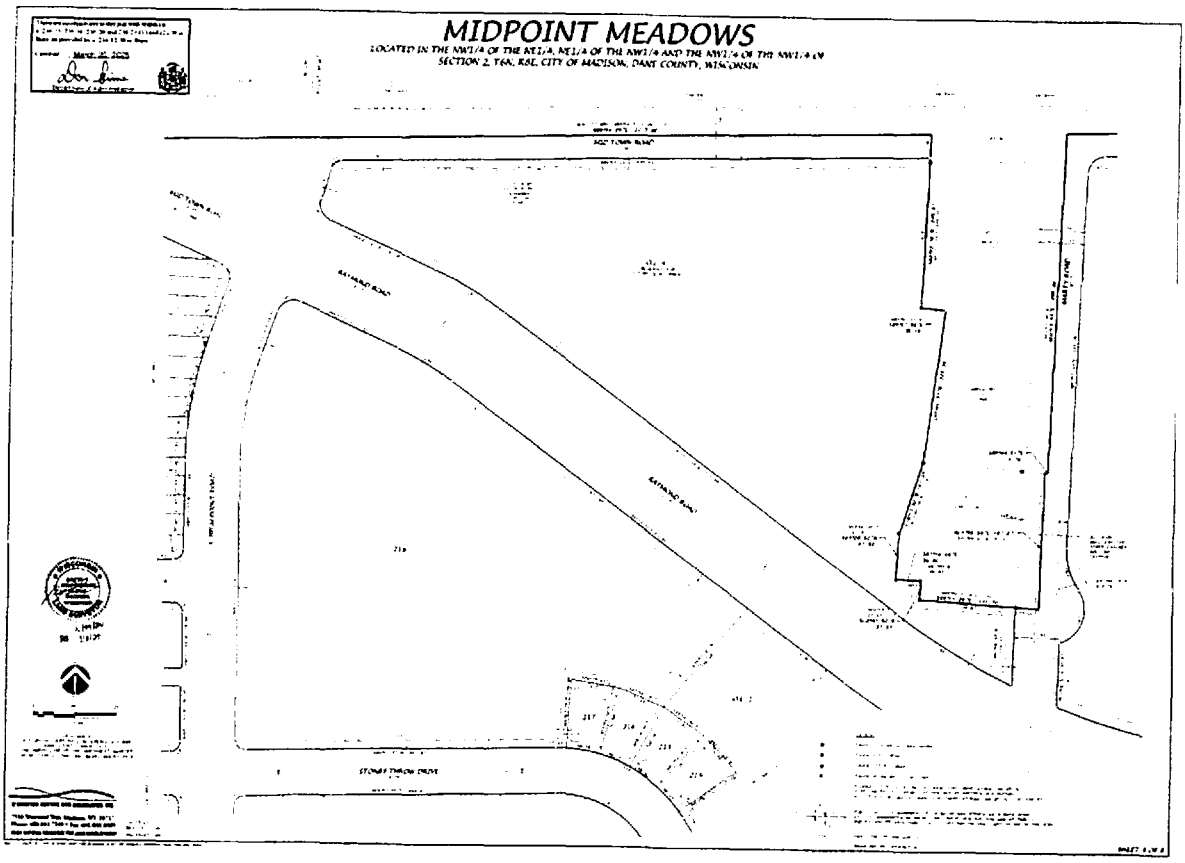
Print Title: Authorized Representative

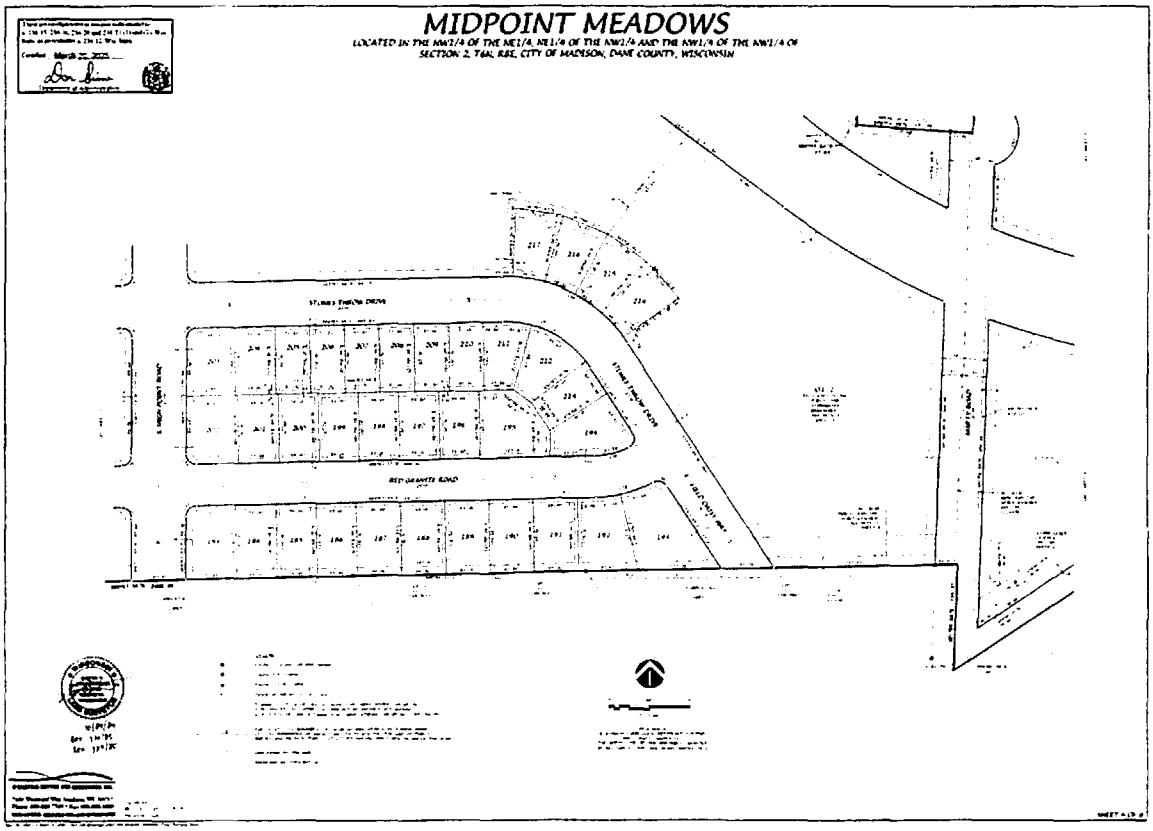
Exhibit "B"





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





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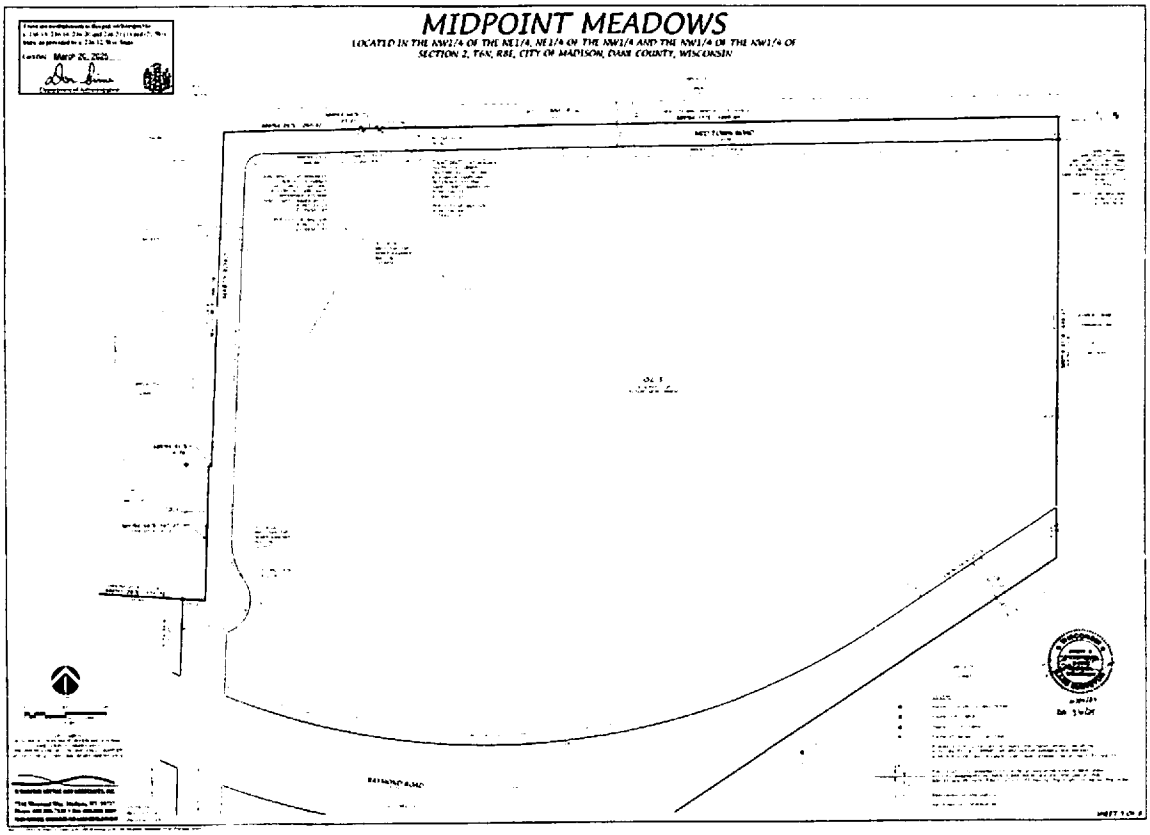

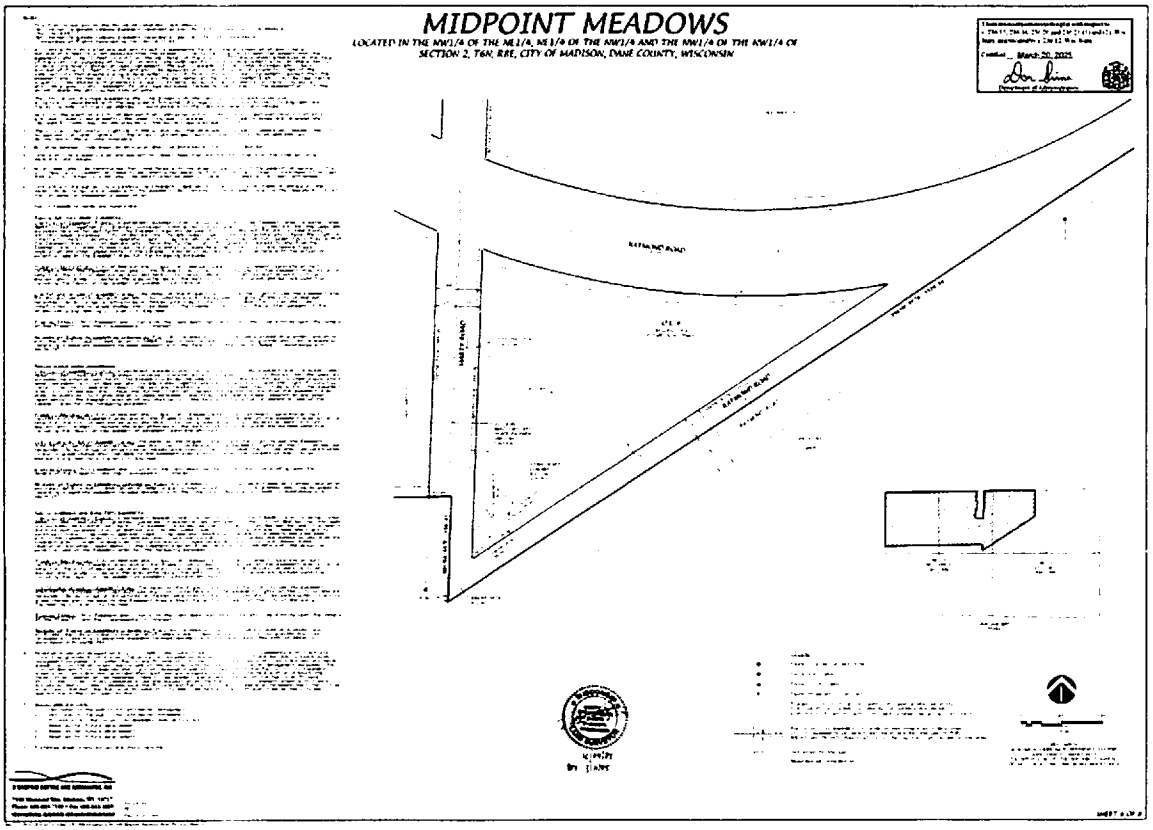

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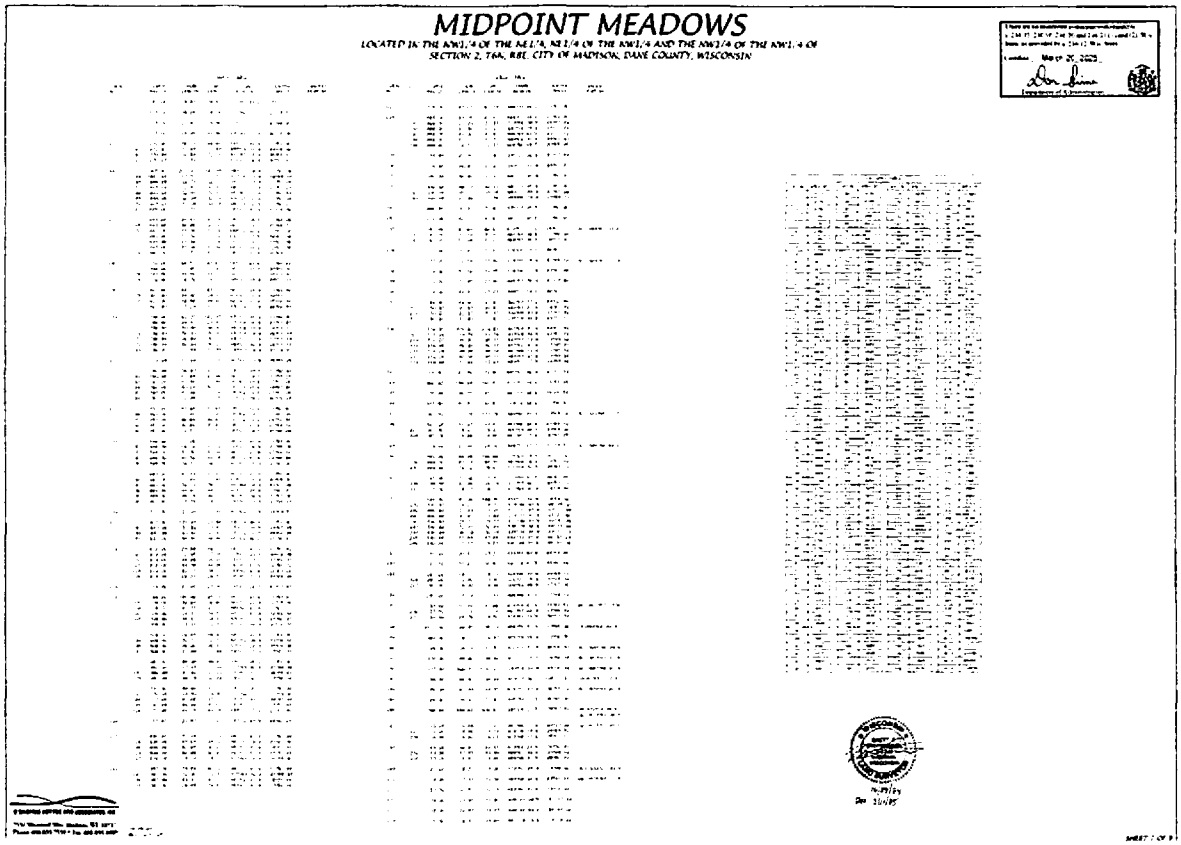
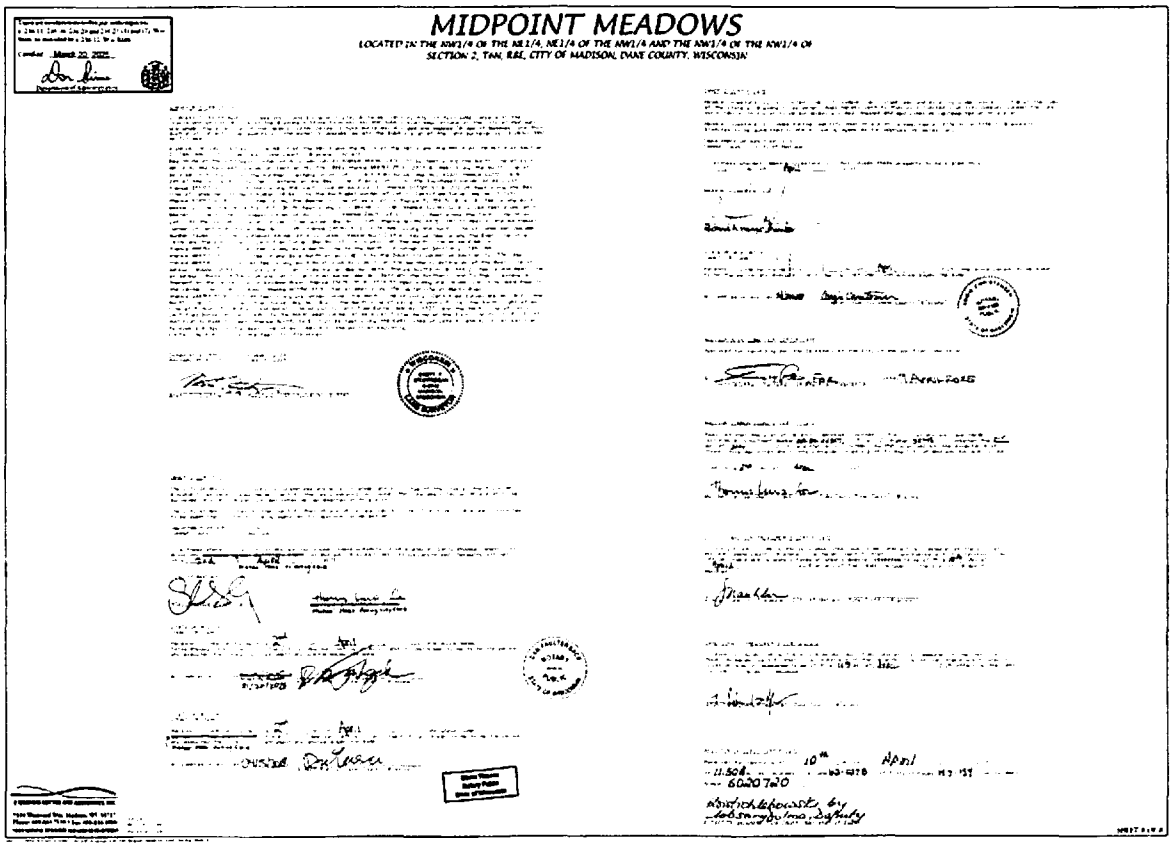




Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
1-16, 33-82, 83-137, 219-250	300	425
17-27, 138-159, 179-186, 194-217	350	500
28-32, 160-174, 175-177, 178, 187-193	400	550

EXHIBIT "D"

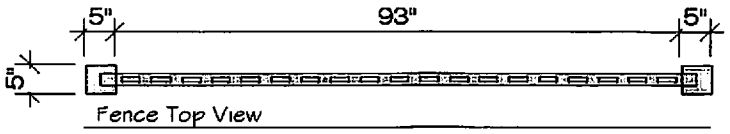
Landscaping Elements

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

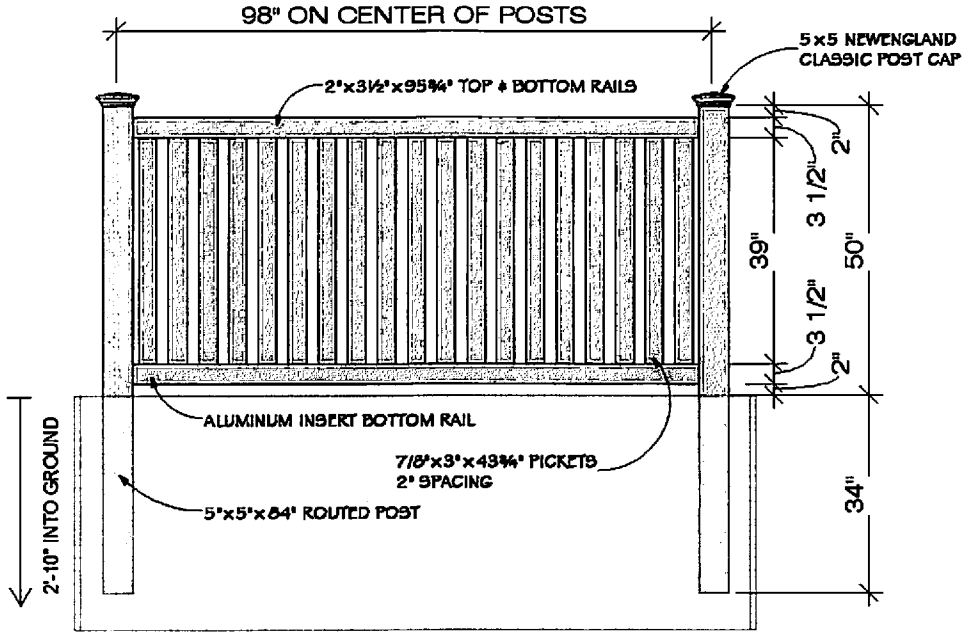
The final point totals must consist of a balanced variety of the listed elements acceptable to the Architectural Control Committee. Existing vegetation, trees and shrubs may be included in the point totals if they are properly protected and maintained during the construction process and located as such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

Exhibit "E"

STRATFORD



Fence Top View



Fence Elevation

NOTE:

MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

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

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

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