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DANE COUNTY  
REGISTER OF DEEDS

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**HERITAGE HILLS  
FIRST AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**VILLAGE OF WAUNAKEE, DANE COUNTY,  
WI.**

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

**PREAMBLE**

See Exhibit "B"  
(Parcel Identification Numbers)

This is the First Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Heritage Hills, which Declaration was dated December 1, 2020, recorded December 3, 2020 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5669114 (the "Declaration") This Amendment is made by VH Heritage Hills, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "**Declarant**") and/or its successors and assigns. Declarant hereby amends the Declaration as follows:

- 1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.
- 2) **Land Use and Building Type.**
  - a. The first sentence of Section B-2)B is modified to read as follows: "Lots 25-53 and 60-79 Heritage Hills and Lots 80-104 First Addition to Heritage Hills shall be used for single family residential purposes." All other terms of Section B-2)B shall remain unchanged.
  - b. The first sentence of Section B-2)C is modified to read as follows: "Lots 2000-2001 Certified Survey Map No. 15605 and Lots 2002-2005 Certified Survey Map No. 15606 shall be used for

twin single family homes subject to the guidelines and responsibilities between the Owners and the Twin Home Sub-Association as Outlined in Exhibit "F". All other terms of Section B-2)C shall remain unchanged.

- c. The first sentence of Section B-2)F is modified to read as follows: "Outlots 2, 4, 8, 9 and 10 Heritage Hills and Outlots 12, 13 and 16 First Addition to Heritage Hills shall be for private alley purposes and shall be maintained by the Association." All other terms of Section B-2)F shall remain unchanged.
  - d. Section B-2)G is deleted in its entirety and replaced with the following: "Outlots 3 and 11 Heritage Hills and Outlots 14 and 15 First Addition to Heritage Hills shall be dedicated to the public for sanitary sewer, water main, storm sewer, sidewalk and stormwater management purposes."
  - e. Section B-2)I is deleted in its entirety and replaced with the following: "Outlot 6 Heritage Hills and Outlot 100 Certified Survey Map No. 15605 shall be for private open space."
- 3) The first sentence of Section B-7)G is modified to read as follows: "Lots 1-24 and Lots 2000-2001 Certified Survey Map No. 15605 and Lots 2002-2005 Certified Survey Map No. 15606 shall be subject to a Declaration of Party Wall Agreement." All other terms of Section B-7)G shall remain unchanged.
  - 4) Section B-7)J is hereby added with the following: "Lots 70-76 Heritage Hills and Lots 82-87 and 96-104 First Addition to Heritage Hills shall have a 10 foot (10') wide public utility easement at the rear property line. Reference Section D-2)A)1)f for fence details."
  - 5) The first sentence of Section B-12 Entrance Sign is modified to read as follows: "There will be an entrance monument sign within Outlot 2 Certified Survey Map No. 15607." All other terms of Section B-12 shall remain unchanged.
  - 6) Section B-19)A)6 is deleted in its entirety and replaced with the following: "There may be excess traffic between Lots 20 and 21 Heritage Hills from Hillcrest Drive to Outlot 2 Heritage Hills to connect to the Multifamily Lot."
  - 7) **Records.** Section C-6 shall be deleted and replaced with the following: "Until such time as a replacement Committee is designed, all plans, applications and requests shall be submitted to said Committee at the following address:

Heritage Hills Waunakee Homeowners Association, Inc.  
Architectural Control Committee  
c/o DSI Real Estate Group  
708 River Place  
Madison, Wisconsin 53713  
[acc@dsirealestate.com](mailto:acc@dsirealestate.com)"

- 8) Section D-2)A)1)f is deleted in its entirety and replaced with the following: "Lots 70-76 Heritage Hills and Lots 82-87 and 96-104 First Addition to Heritage Hills may be required to install a removable panel or standard size gate on both side rear property lines within the ten foot (10') wide public utility easement so utility contractors and Village staff are able to access (walk through) each Lot to service transformer/pedestals.

- 9) **Exhibit "A"**. Exhibit "A" attached to and made a part of the Declaration is deleted in its entirety and replaced with Exhibit "A" attached hereto.
- 10) **Exhibit "C"**. Exhibit "C" attached to and made part of the Declaration is deleted in its entirety and replaced with Exhibit "C" attached hereto.
- 11) **Exhibit "I"**. Exhibit "I" is hereby deleted in its entirety and replaced with the Exhibit "I" attached hereto.
- 12) **Effect of Amendment**. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

**[Signatures on next page]**





**Exhibit "A"**

Lots 1-79 and Outlots 1-11, Heritage Hills, Village of Waunakee, Dane County, Wisconsin.

Lots 80-104 and Outlots 12-16, First Addition to Heritage Hills, Village of Waunakee, Dane County,  
Wisconsin

Lots 2000-2001 and Outlot 100, Certified Survey Map No. 15605, Village of Waunakee, Dane  
County, Wisconsin

Lots 2002-2005, Certified Survey Map No. 15606, Village of Waunakee, Dane County, Wisconsin

**Exhibit "B"**

Lot #	Parcel#	Address	Plat Name
1	080905461091	208 N Division Street	Heritage Hills
2	080905461211	206 N Division Street	Heritage Hills
3	080905461321	204 N Division Street	Heritage Hills
4	080905461431	202 N Division Street	Heritage Hills
5	080905461541	611 Hillcrest Drive	Heritage Hills
6	080905461651	613 Hillcrest Drive	Heritage Hills
7	080905461761	615 Hillcrest Drive	Heritage Hills
8	080905461871	617 Hillcrest Drive	Heritage Hills
9	080905461981	619 Hillcrest Drive	Heritage Hills
10	080905462091	621 Hillcrest Drive	Heritage Hills
11	080905462211	623 Hillcrest Drive	Heritage Hills
12	080905462321	625 Hillcrest Drive	Heritage Hills
13	080905462431	627 Hillcrest Drive	Heritage Hills
14	080905462541	629 Hillcrest Drive	Heritage Hills
15	080905462651	631 Hillcrest Drive	Heritage Hills
16	080905462761	633 Hillcrest Drive	Heritage Hills
17	080905462871	635 Hillcrest Drive	Heritage Hills
18	080905462981	637 Hillcrest Drive	Heritage Hills
19	080905463091	639 Hillcrest Drive	Heritage Hills
20	080905463211	641 Hillcrest Drive	Heritage Hills
21	080905463321	650 Hillcrest Drive	Heritage Hills
22	080905463431	652 Hillcrest Drive	Heritage Hills
23	080905463541	654 Hillcrest Drive	Heritage Hills
24	080905463651	656 Hillcrest Drive	Heritage Hills
25	080905463761	300 N Division Street	Heritage Hills
26	080905463871	302 N Division Street	Heritage Hills
27	080905463981	304 N Division Street	Heritage Hills
28	080905464091	306 N Division Street	Heritage Hills
29	080905464211	308 N Division Street	Heritage Hills
30	080905464321	310 N Division Street	Heritage Hills
31	080905464431	611 Prospect Road	Heritage Hills
32	080905464541	613 Prospect Road	Heritage Hills
33	080905464651	615 Prospect Road	Heritage Hills
34	080905464761	617 Prospect Road	Heritage Hills
35	080905464871	619 Prospect Road	Heritage Hills
36	080905464981	621 Prospect Road	Heritage Hills
37	080905465091	623 Prospect Road	Heritage Hills
38	080905465211	625 Prospect Road	Heritage Hills
39	080905465321	627 Prospect Road	Heritage Hills
40	080905465431	629 Prospect Road	Heritage Hills
41	080905465541	631 Prospect Road <i>406 Crane Crossing (Xing)</i>	Heritage Hills
42	080905465651	632 Hillcrest Drive	Heritage Hills
43	080905465761	630 Hillcrest Drive	Heritage Hills
44	080905465871	628 Hillcrest Drive	Heritage Hills
45	080905465981	626 Hillcrest Drive	Heritage Hills
46	080905466091	624 Hillcrest Drive	Heritage Hills
47	080905466211	622 Hillcrest Drive	Heritage Hills
48	080905466321	620 Hillcrest Drive	Heritage Hills
49	080905466431	618 Hillcrest Drive	Heritage Hills

Lot #	Parcel#	Address	Plat Name
50	080905466541	616 Hillcrest Drive	Heritage Hills
51	080905466651	614 Hillcrest Drive	Heritage Hills
52	080905466761	612 Hillcrest Drive	Heritage Hills
53	080905466871	610 Hillcrest Drive	Heritage Hills
60	080905467651	401 Crane Crossing (Xing) 400 Indigo Lane	Heritage Hills
61	080905467761	403 Crane Crossing (Xing)	Heritage Hills
62	080905467871	405 Crane Crossing (Xing)	Heritage Hills
63	080905467981	407 Crane Crossing (Xing)	Heritage Hills
64	080905400101	409 Crane Crossing (Xing)	Heritage Hills
65	080905400211	411 Crane Crossing (Xing)	Heritage Hills
66	080905400321	413 Crane Crossing (Xing)	Heritage Hills
67	080905400431	415 Crane Crossing (Xing)	Heritage Hills
68	080905400541	417 Crane Crossing (Xing)	Heritage Hills
69	080905400651	419 Crane Crossing (Xing)	Heritage Hills
70	080905400761	622 Prospect Road 410 Crane Crossing (Xing)	Heritage Hills
71	080905400871	620 Prospect Road	Heritage Hills
72	080905400981	618 Prospect Road	Heritage Hills
73	080905401091	616 Prospect Road	Heritage Hills
74	080905468091	614 Prospect Road	Heritage Hills
75	080905468211	612 Prospect Road	Heritage Hills
76	080905468321	610 Prospect Road	Heritage Hills
77	080905468431	400 N Division Street	Heritage Hills
78	080905468541	402 N Division Street	Heritage Hills
79	080905468651	404 N Division Street	Heritage Hills
80	080905401101	423 Crane Crossing (Xing) 516 Patrick Avenue	First Addition to Heritage Hills
81	080905401211	421 Crane Crossing (xing)	First Addition to Heritage Hills
82	80905401321	512 Patrick Avenue	First Addition to Heritage Hills
83	080905401431	510 Patrick Avenue	First Addition to Heritage Hills
84	080905401541	508 Patrick Avenue	First Addition to Heritage Hills
85	080905401651	506 Patrick Avenue	First Addition to Heritage Hills
86	080905401761	504 Patrick Avenue	First Addition to Heritage Hills
87	080905401871	502 Patrick Avenue	First Addition to Heritage Hills
88	080905401981	407 N Division Street	First Addition to Heritage Hills
89	080905402101	409 N Division Street	First Addition to Heritage Hills
90	080905402211	411 N Division Street	First Addition to Heritage Hills
91	080905402321	501 N Division Street	First Addition to Heritage Hills
92	080905402431	503 N Division Street	First Addition to Heritage Hills
93	080905402541	505 N Division Street	First Addition to Heritage Hills
94	080905402651	507 N Division Street	First Addition to Heritage Hills
95	080905402761	509 N Division Street	First Addition to Heritage Hills
96	080905402871	503 Patrick Avenue	First Addition to Heritage Hills
97	080905402981	505 Patrick Avenue	First Addition to Heritage Hills
98	080905403101	507 Patrick Avenue	First Addition to Heritage Hills
99	080905403211	509 Patrick Avenue	First Addition to Heritage Hills
100	080905403321	511 Patrick Avenue	First Addition to Heritage Hills
101	080905403431	513 Patrick Avenue	First Addition to Heritage Hills
102	080905403541	515 Patrick Avenue	First Addition to Heritage Hills
103	080905403651	517 Patrick Avenue	First Addition to Heritage Hills
104	080905403761	519 Patrick Avenue	First Addition to Heritage Hills



Lot #	Parcel#	Address	Plat Name
2000	080905467301	303 Crane Crossing (Xing)	CSM 15605
2001	080905467201	305 Crane Crossing (Xing)	CSM 15605
2002	080905467501	307 Crane Crossing (Xing)	CSM 15606
2003	080905467601	309 Crane Crossing (Xing)	CSM 15606
2004	080905467701	311 Crane Crossing (Xing)	CSM 15606
2005	080905467801	313 Crane Crossing (Xing) <i>312 Indigo Lane</i>	CSM 15606
Outlot 2	080905460101		Heritage Hills
Outlot 3	080905460211		Heritage Hills
Outlot 4	080905460321		Heritage Hills
Outlot 5	080905460431		Heritage Hills
Outlot 6	080905460541		Heritage Hills
Outlot 7	080905460651		Heritage Hills
Outlot 8	080905460761		Heritage Hills
Outlot 9	080905400001		Heritage Hills
Outlot 10	080905460871		Heritage Hills
Outlot 11	080905460981		Heritage Hills
Outlot 12	080905403871		First Addition to Heritage Hills
Outlot 13	080905403981		First Addition to Heritage Hills
Outlot 14	080905404101		First Addition to Heritage Hills
Outlot 15	080905404211		First Addition to Heritage Hills
Outlot 16	080905404321		First Addition to Heritage Hills
Outlot 100	080905467401		CSM 15605

**EXHIBIT "C"**

**Total Minimum Points for Landscaping**

<b>Lot(s)</b>	<b>Minimum Points for Foundation Plantings</b>	<b>Total Minimum Points for Landscaping</b>
<u><b>Heritage Hills</b></u> <b>1-24 (Twins), 54-59 (Haven Twins)</b> <b>25-53, 60-69, 76-79</b>  <u><b>First Addition to Heritage Hills</b></u> <b>80-81, 87-95</b>	300	425
<u><b>Heritage Hills</b></u> <b>70-73</b>  <u><b>First Addition to Heritage Hills</b></u> <b>82-86, 96-104</b>	350	500
<b>2001-2002 (Certified Survey Map 15605),</b> <b>2003-2005 (Certified Survey Map 15606)</b>	400	550

EXHIBIT "F"

**Responsibility and Guidelines of the Owner and Twin Home Sub-Association  
for Haven Twin Lots 2000-2001 (Certified Survey Map No. 15605)  
and 2002-2005 (Certified Survey Map No. 15606)**

**NOTE: The following summary is not intended to be a complete summary of all Haven Twin Home Owner or Sub-Association responsibilities; but instead are presented as a general description and a guideline of such responsibilities and are subject to change in the discretion of the Declarant.**

**Owner Responsibilities and Guidelines:**

**Decks/Patios.** Each twin home Owner shall be responsible for the decoration, furnishings, housekeeping, maintenance (including snow removal), repair, replacement, general cleanliness and presentability of the deck or patio.

**Gardens.** Gardens will be allowed with prior written approval of the Committee and shall comply with any Committee requirements.

**Fences.** Vinyl fences only shall be allowed (see Section D-2A of the Declaration) and Owner must receive prior written approval of the Committee.

**Antennae/Wind Powered Electric Generators.** Antenna or satellite dish shall be allowed and must receive prior written approval of the Committee and shall comply with any requirements in Section D-2) D of the Declaration.

**Landscaping (trees and shrubs).** Initial landscaping shall be installed by the Developer, however, the Owner will be responsible for maintenance, replacement, etc. of landscaping.

**Cluster Box Units (CBU's).** Each owner will receive a key at closing. If key is lost/stolen, it is the Owner's responsibility to contact the servicing Post Office to have mail slot rekeyed at Owner's expense.

**Driveways, Sidewalks to Stoop and Stoops.** Maintenance, repair and replacement of concrete driveways, sidewalk from driveway to stoop and stoops shall be the responsibility of the Owner.

**Sub-Association Responsibility and Guidelines:**

**Snow Removal.** Snow removal of the driveways, sidewalk from driveway to stoop and stoops shall be the responsibility of the Twin Home Sub-Association.

**Mowing.** Maintenance (mowing) of the lawn shall be the responsibility of the Twin Home Sub-Association.

**Cluster Box Units (CBU's).** Association will be responsible for concrete pad repair and replacement, CBU repair, replacement and snow removal around the CBU.

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**HERITAGE HILLS  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**VILLAGE OF WAUNAKEE, DANE COUNTY,  
WI.**

**PREAMBLE**

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

See Exhibit "B"  
(Parcel Identification Numbers)

This Declaration of Protective Covenants, Conditions and Restrictions (the "**Declaration**") made this 1 day of December, 2020, by VH Heritage Hills, LLC, a Wisconsin Limited Liability Company (collectively, hereinafter referred to as the "**Declarant**") and/or its successors and assigns.

**WHEREAS**, Declarant is the owner of certain real property consisting of Lots, as that term is defined below, located in the plat of Heritage Hills (the "**Plat**"), Village of Waunakee, Dane County, Wisconsin. The Lots are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and the Plat is shown in Exhibit "B", attached hereto and incorporated herein by reference; and  
; and

**WHEREAS**, Declarant may in the future plat certain remaining lots (the "**Remaining Lots**") and reserves the right to subject the Remaining Lots to the terms of this Declaration by future amendment; and

**WHEREAS**, by this Declaration, Declarant subjects the Lots and Outlots, to the terms hereof, such that the Lots and Outlots now will be, and the Remaining Lots in the future may be, constructed as a planned development with housing units and shared common property (the Lots and Outlots shall be herein referred to as the "**Development**", which term shall include the Remaining Lots if the Remaining Lots are made subject to this Declaration by future amendment); and

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

**WHEREAS**, to the above end, Declarant desires to subject said 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 property and each owner thereof; and

**WHEREAS**, Declarant has thought it desirable for the efficient maintenance and preservation of the values of said Development to create an Association to which should be delegated and assigned the powers of owning, maintaining and administering the Common Property and facilities, as set forth below, and administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges as hereinafter or in the future created or established, and promoting the health, welfare and recreation of the Development's residents. Declarant will incorporate the Heritage Hills Waunakee Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "**Association**") for such purposes;

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

## **PART A** **ASSOCIATION MATTERS**

### **A-1) Definitions.**

**A)** "Association" shall mean and refer to as Heritage Hills Waunakee 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), accessways, traffic calming measures, plantings, landscaping islands or boulevards, which the Village 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 Heritage Hills, LLC, a Wisconsin Limited Liability Company and/or its successors and assigns.

**D)** "Lot" shall mean and refer to the lands described in the Plat, as described in Exhibit "A" and depicted in Exhibit "B", 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 any subsequent phase of lots which Declarant in the future subjects to the terms hereof by future amendment to this Declaration. Nothing herein shall be construed as requiring that Declarant make any land or subsequent phase of Lots subject to the terms of this Declaration nor shall anything herein constitute a restriction on the use of the Remaining Lots which are not made subject to the terms hereof by subsequent amendment.

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

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

A) **Members.** Declarant will incorporate the Association. 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.** The Association shall calculate an Owner's responsibility for assessments based on the following formula:

$$\frac{\text{Total Subdivision Expenses}}{\text{Total Number of Assessment Units}} \times \text{Assessment Unit(s) of Lot in question.}$$

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 shall be deemed a Dwelling Unit.

	<u>Use</u>	<u>Number of Assessment Units</u>
1)	Single Family:	One (1) per Dwelling Unit.
2)	Twin and Haven Homes (2 unit residential)	One (1) per Dwelling Unit (each side defined as a 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 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 Condemnation or Insurance Proceeds.** For the purposes of establishing an Owner's percentage of insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner in the Common Property. "Percentage Interest" shall be calculated as follows: the number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share (the "**Percentage Interest**" of assessments for common area maintenance and other expenses, which the Association is permitted to assess to Class A Members under the Declaration.

**F) 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.

**G) 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 subsequent conveyance of a Lot whether or not specifically stated. Taxes, assessments or other charges on the Common Property may be divided according to each Owner's Percentage Interest by the taxing authority or may be an assessment by the Association against each of the Lots in an amount equal to the Percentage Interest attributable to such Lot.

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

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

**A-4) Maintenance of Common Property**

**A) Maintenance Requirements.**



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

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

3) **Specific Responsibilities.** Certain streets within the Property may include special traffic islands and traffic calming measures within the public right-of-way. The Association shall be responsible, at the Association's sole cost and expense, for the maintenance and upkeep of such physical traffic measures. Such maintenance and upkeep shall be performed at the discretion of the Association except to the extent required by the Village, and shall include landscaping, snow and ice removal. If the special street design features or landscaping are not maintained, the Village 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 Village 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 Village and its boards and commissions, and their officers, agents and employees from and against all claims, demands, loss or liability of any kind, type or description, related to the maintenance and upkeep of the special traffic measures.

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

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

## **B) Assessments.**

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments ("**General Assessments**") against each Lot beginning January 1, 2021 or the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to their Percentage Interests in the Common Property. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws (see Exhibit H). Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

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

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

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

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

**PART B**  
**CONDITIONS, COVENANTS AND RESTRICTIONS**

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

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

A) Lots 1-24 shall be used for twin single family homes.

B) Lots 25-53 and 60-79 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.

C) Lots 54-59 shall be used for twin single family homes subject to the guidelines and responsibilities between the Owners and the Twin Home Sub-Association as Outlined in Exhibit "F". These twin single family homes will be assessed annually for the overall neighborhood fees as well as monthly fees associated with the Sub-Association maintenance and administrative responsibilities related to the twin single family homes noted in Exhibit "F".

D) Notice is hereby given that future development of Remaining Lots will also consist of multifamily and mixed use.

E) Outlot 1 shall be dedicated to the public for storm water management and trail purposes.

F) Outlots 2, 4, 8, 9 and 10 shall be for private alley purposes and shall be maintained by the Association. There may be excess traffic between Lots 20 and 21 from Hillcrest Drive to Outlot 2 to connect to the Multifamily Lot. Outlot 10 shall have a public water main and storm sewer easement over entire outlot.

G) Outlots 3 and 11 shall be dedicated to the public for sanitary sewer, water main, storm sewer, sidewalk and stormwater management purposes.

H) Outlot 5 shall be dedicated to the public for park purposes.

I) Outlots 6 and 7 shall be for private open space.

J) No vehicular access to North Division Street from any Lots or Outlots.

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

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

- b) The Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed Lease, and the written approval for any proposed extension of the Lease; and
- c) The Lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the Lease is subject and subordinate to those instruments; and
- d) The Lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the Owner and the tenant specifying the violation.

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

3) *Violations / Remedies.*

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

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

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

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

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

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

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

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

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

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

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

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

**B-7) Easements.**

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

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

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

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

**E)** There will be a 30’ wide public sanitary sewer, water main and sidewalk easement on Outlot 5.

**F)** There will be a Public Utility and Clear Area Easement on Lots 73 and 75. No landscaping or retaining walls shall be allowed in the easement area. This easement shall allow for access by utility company vehicles and/or equipment. Reference Section D-2)A)1)e for fence details.

**G)** Lots 1-24 and 54-59 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.

**H)** Certain Lots will feature grouped mailboxes (CBU – cluster box units) on each Lot and will have a recorded Multi-User Mailbox Easement for these Lots. The selected Lots for the CBU’s will be determined by each constructed phase and will be noted in the Neighborhood Disclosure Addendum A for Buyer’s notification at the time the Sales Contract is signed.

**I) Temporary Construction Easement.** Each Lot which has been made subject to this Declaration (for the purposes of this paragraph each Lot described herein shall be referred to as the

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

**B-8) Slope and Swale Areas.**

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

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

C) Declarant and the Village 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 Village Engineer of the Village. The Association shall establish procedures by which such decisions can be heard by the Board of Directors and decided by said Board.

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

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

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

broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant.

**B-12) Entrance Sign.** There will be an entrance monument sign within Outlot 2. This Outlot may be expanded to include landscape area along N. Division Street and Main Street. 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 Declarant, or the Association, as the case may be, is solely responsible for determining (i) the design, style and landscaping associated with the sign; and (ii) whether said signs shall remain in place. The Association shall 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 and Refuse containers are required to be stored in the garage and not outside visible to the public.

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

**B-17) Trees Adjacent to Park.** Certain homesites rear property line may encroach into the tree area adjacent to the park. The trees and shrubs within the boundaries of individual homesites are the Buyer's responsibility to maintain after closing. Any trees or shrubs beyond the rear retaining wall shall remain as is and any questions regarding which trees are diseased or damaged that might require removal is solely the Buyer's responsibility to determine prior to closing.

**B-18) Mailboxes and posts.** Based on new, recently adopted requirements of the United States Postal Service, the Heritage Hills platted lots will receive mail by using CBU's (cluster box units) instead



of curb side mailboxes on newly constructed homesites. These new requirements will phase out curb side mailboxes nationwide solely at the Postal Service's discretion.

**B-19) 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) Private:** Private Alleys (collectively, "Alleys") are shown on the Plat as Outlots. Said Alley 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) There will be no public trash, leaf or recycled material pick-up service in said Alleys, but instead, there will be one or more trash pick-up collection points designated by the Declarant to be used by Owners of a Lot bordering the Alleys in question. Trash pick-up may initially be provided by the Association and charged as an expense of the Association, but such arrangement may be changed to provide for public or some other method of trash pick-up at a future time as determined by the Declarant or the Association. All trash receptacles to include recycling receptacles must be removed from the Alleys within 24 hours after trash or recycled material pick-up.

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

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

4) Homes with garage access to a public alley are required to have two (2) "coach" lights on each side of the garage door, which will be wired to a photo electric eye for automatic use from dusk to dawn. The lights have been pre-selected by Declarant. There are four (4) selections available. It is the Buyer's responsibility to maintain the lights so that they are always operational. The private alley between Lots 20 and 21 will also be the access to the future Multifamily site so there might be excess traffic.

5) The provisions of this Declaration which provide for maintenance of the Alleys as a Common Expense of the Association, including but not limited to Section B-19 (A) (1)-(3) shall not be amended, repealed, modified or changed without the advance, written consent of 75% of all Owners of Lots bordering any Alley in the Development, it being the intent of the Declarant that any change in the obligation of the Association to maintain the Alleys as a Common Expense, requires the approval of a super majority of the Owners whose Lots border the Alleys and benefit from the maintenance provided by the Association.

6) There may be excess traffic between Lots 20 and 21 from Hillcrest Drive to Outlot 2 to connect to the Multifamily Lot.

**B)** Plantings, flower beds, and entry signs (including utility installations connected therewith) constructed and installed by Declarant, if any, shall be deemed a part of the Common Area. The Association is obligated to maintain any entry feature; maintenance shall include electrical charges (if any), sign repair and maintenance of the landscaping including mowing of all lawns and grass areas. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision

in accordance with the Declaration, for so long as such maintenance is necessary or required adversely affects the natural flow of surface or underground waters with in the area permitted.

C) Notice is hereby given that as of the date hereof there is an active quarry operation on certain lands in close proximity to the subdivision, and that the foregoing quarry operation may have an effect on the use, enjoyment and market value of Lots in the subdivision, and in particular, those Lots located in close proximity to the quarry operation. Each buyer should familiarize themselves with the location of their Lot and its proximity to the quarry operation. Let it be further disclosed that there are periods of blasting and vibration. Depending on the nature of the prevailing winds, dust may be present. At closing, the deed for each will include an attachment evidencing Owners waiver of objection. By acceptance of a deed to a Lot, Owners accept such and waive any objections.

There may be a temporary quarry setup near constructed Lots in the neighborhood for crushing and stockpile of stone as well as some periods of blasting and vibration.

**B-20) Improvements Within Easements.** Any improvements (for example, fences, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at - the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement and is subject to terms and conditions as set forth on the final plat.

### **PART C** **ARCHITECTURAL CONTROL COMMITTEE**

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

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

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

**C-2) Architectural Control.** No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete Architectural Review Application ("**Application**"). Plans, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of

improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee. The Application can be found on the Veridian Homes website [www.veridianhomes.com](http://www.veridianhomes.com). Select Homeowner Resources (located on the top toolbar), select Architectural Control Committee and select the appropriate application for your request.

No initial structures or other initial improvements, including exterior colors and materials to be applied to said improvements, shall be constructed or performed upon any Multifamily or Commercial Lot unless complete plans, specifications and plot plans therefore shall have been submitted to and approved in writing by a majority of the Architectural Review Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such plan specifications and plot plans as finally approved shall be deposited with the Architectural Review Committee. After initial Architectural Review Committee approval of improvements located on any Multifamily or Commercial Lot, no subsequent Architectural Review Committee approval shall be necessary for any change or alteration to the exterior of any approved structure on the same Multifamily or Commercial Lot provided such changes or alterations do not materially deviate from the plans approved by the Architectural Review Committee.

**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 Village Approval.** Matters which require approval of the Committee may also require approval of the Village. Obtaining approval from the Committee and the Village is solely the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the Village and approval by the Village 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:

Heritage Hills Waunakee Homeowners Association, Inc.  
Architectural Control Committee  
c/o DSI Real Estate Group  
100 River Place Suite 1  
Madison, Wisconsin 53713  
[acc@dsirealestate.com](mailto: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 and Twin Home Dwelling Units.**

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

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

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

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

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

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

**C) Garage.**

- 1) There shall be a minimum of a two (2) car, 20' x 20' garage per dwelling unit unless otherwise permitted by the Committee per a specific plan.
- 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 garage façade shall be a minimum of 2'-0" 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 vents, 5" horizontal vinyl trim, and/or eyebrow roofs are required on front elevation gables greater than 10'-0" in width and are encouraged on other gables as deemed appropriate by the Architectural Control Committee.
- 3) The shutters shall be wood or polystyrene with colors as approved by the Architectural Control Committee or of other material or color as deemed acceptable by the Architectural Control Committee. Panel or louver design shutters shall be used as appropriate to home materials & style.
- 4) The window wrap and corner trim shall be a minimum 3½" vinyl or composite as approved by the Architectural Control Committee and used with box outs or when part of the standard plan.
- 5) Gable vents shall be the NuWood triangle or peaked series or equivalent for the front elevation, and side elevations facing a public street, or other design approval by the Architectural Control Committee. Other gable ornamentation as appropriate to architectural style may be allowed or required by the Architectural Control Committee.

**E) Roof/Facias/Soffits/Eaves.**

- 1) Roof Standards:

- a) Roof design must be consistent with the overall architectural style of the home. Roof forms and pitches as established on individual styles may not be altered without approval by the Architectural Control Committee.
  - b) Roof material shall be Owens Corning Oakridge 30 architectural shingle or equal and in colors as approved by the Architectural Control Committee.
  - c) Use of an eyebrow roof is required at brick walls extending beyond a window sill line but not into a gable and, as appropriate, at double gable returns and porch column caps.
  - d) Hip roof design, porches or other elements deemed appropriate by the Architectural Control Committee may be used in lieu of specific gable requirements.
- 2) Fascia, Soffit and Eave Standards:
- a) Facia shall be 6" minimum aluminum, unless greater width is permitted by the Committee per specific plan, with colors as approved by the Architectural Control Committee, wood or composite material may be used when appropriate to the architectural style.
  - b) Aluminum soffit and eave color shall match facia.
  - c) A minimum 12" overhang is required at typical eaves and gable ends. However, 6" is allowable with projections less than 6'-0" in width, such as the fireplace chase, dormers and small bay windows. Larger overhangs may be required as appropriate to the architectural style.

**F) Exterior Wall Surfaces.**

- 1) Siding material shall be premium vinyl or composite material as approved by the Architectural Control Committee. Shingle or vertical board and batten siding is encouraged for accent areas appropriate to the style of the home. Colors shall be approved by the Architectural Control Committee.
- 2) Windows may be vinyl; vinyl clad, aluminum clad or wood with colors as approved by the Architectural Control Committee.
- 3) Variation of wall planes on primary elevations is encouraged as appropriate to overall building style and massing.
- 4) Any elevations facing public streets or spaces shall have a minimum of three (3) windows with wrap trim or shutters and window grills as appropriate one (1) gable vent 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 design or requirements.
- 5) The use of brick or stone is required when part of base plan and encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, soldier

course window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

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

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

H) **Chimneys, facia and soffits.** All chimneys and exterior flues enclosures shall match building exterior 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 Village may be required to construct fencing. Committee approval does not supersede the need for any municipal approvals or permits.

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

- a) All fencing shall be erected finish side out (i.e. pickets on the outside of the rail facing the street or neighboring lot).
- b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
- c) Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot. Gates may be required for access to utility easements and access easements that are dedicated on the plat.
- d) Fencing color by Ply Gem Fence/Railing of White is the only color allowed for vinyl material.
- e) Fencing installed in public utility and clear area easement shall be installed on the edge of the easement when fence crosses said easement on Lots 73 and 75. An 8' wide access gate that can be easily opened will be required at the front of the home to grant access.
- f) Lots 70-76 may be required to install a removable panel or standard size gate on both side rear property lines within the 10' wide public utility easement so utility contractors and Village staff are able to access (walk through) each Lot to service transformer/pedestals.



- 2) Appropriate uses of fencing:
  - a) Fencing shall be limited to rear and side yards only.
  - b) Fencing shall meet up with the corners of the home or garage and may not project past the front face of home or garage.
  - c) Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.
  - d) Fencing at side yards of corner lots shall be placed a minimum of 6 inches from the property line (approximately 1 foot from sidewalk) unless further restricted by Village ordinance.
  
- 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 Village 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 (granny flats) above detached garages may be allowed with prior written approval from the ACC.

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

**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 and all Members and/or its successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date recorded, after which time said Declaration shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the Members agreeing to change said Covenants in whole or in part or to terminate the same.

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

**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 his right to enforce the Declaration, then this Declaration or any part thereof may be released, cancelled, amended or waived by an instrument approved by a majority of the Class A Members and all of the Class B Members and executed by the Association hereof in accordance with the provisions of Section E-1, above.

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

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

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

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

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

**[Signatures on next page]**

IN WITNESS WHEREOF, the said VH Heritage Hills, LLC, a Wisconsin Limited Liability Company has caused these presents to be signed and sealed this 1 day of December, 2020

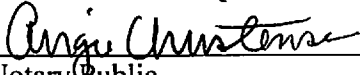
VH Heritage Hills, LLC  
By: VH Holdings, LLC, Its Sole Member

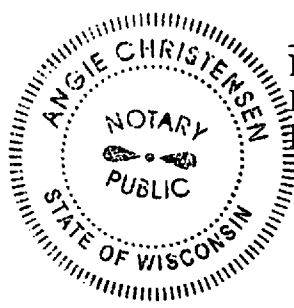
By:   
Chris Ehlers, Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF DANE         )

Personally came before me this 1 day of December, 2020 Chris Ehlers the Authorized Signatory of VH Heritage Hills, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

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



DOCUMENT DRAFTED BY:  
Atty. Gregory J. Paradise

**CONSENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS**

The undersigned, State Bank of Cross Plains, hereby consents to the forgoing Declaration of Protective Covenants, Conditions and Restrictions for the Plat of Heritage Hills. 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 20<sup>th</sup> day of November, 2020

State Bank of Cross Plains

By: \_\_\_\_\_

Print Name: Kevin Mahaney

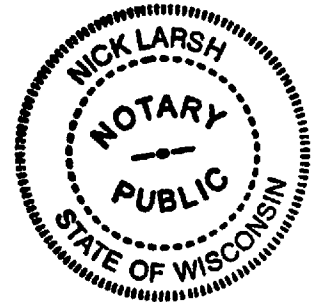
Print Title: Vice President – Commercial Banking

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE    )

Personally came before me this 20<sup>th</sup> day of November, 2020 the above named \_\_\_\_\_  
Kevin Mahaney, to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

Nick Larsh  
\_\_\_\_\_  
Notary Public  
County of Dane, State of Wisconsin  
My Commission Expires: 9/15/2024



**Exhibit "A"**

Lots 1-79 and Outlots 1-11, Heritage Hills, Village of Waunakee, Dane County, Wisconsin.

Lot #	Parcel#	Address
1	080905461091	208 N Division Street
2	080905461211	206 N Division Street
3	080905461321	204 N Division Street
4	080905461431	202 N Division Street
5	080905461541	611 E Hillcrest Drive
6	080905461651	613 E Hillcrest Drive
7	080905461761	615 E Hillcrest Drive
8	080905461871	617 E Hillcrest Drive
9	080905461981	619 E Hillcrest Drive
10	080905462091	621 E Hillcrest Drive
11	080905462211	623 E Hillcrest Drive
12	080905462321	625 E Hillcrest Drive
13	080905462431	627 E Hillcrest Drive
14	080905462541	629 E Hillcrest Drive
15	080905462651	631 E Hillcrest Drive
16	080905462761	633 E Hillcrest Drive
17	080905462871	635 E Hillcrest Drive
18	080905462981	637 E Hillcrest Drive
19	080905463091	639 E Hillcrest Drive
20	080905463211	641 E Hillcrest Drive
21	080905463321	650 E Hillcrest Drive
22	080905463431	652 E Hillcrest Drive
23	080905463541	654 E Hillcrest Drive
24	080905463651	656 E Hillcrest Drive
25	080905463761	300 N Division Street
26	080905463871	302 N Division Street
27	080905463981	304 N Division Street
28	080905464091	306 N Division Street
29	080905464211	308 N Division Street
30	080905464321	310 N Division Street
31	080905464431	611 Prospect Road
32	080905464541	613 Prospect Road
33	080905464651	615 Prospect Road
34	080905464761	617 Prospect Road
35	080905464871	619 Prospect Road
36	080905464981	621 Prospect Road
37	080905465091	623 Prospect Road
38	080905465211	625 Prospect Road
39	080905465321	627 Prospect Road
40	080905465431	629 Prospect Road
41	080905465541	631 Prospect Road 406 Crane Crossing (Xing)
42	080905465651	632 E Hillcrest Drive
43	080905465761	630 E Hillcrest Drive
44	080905465871	628 E Hillcrest Drive
45	080905465981	626 E Hillcrest Drive

Lot #	Parcel#	Address
46	080905466091	624 E Hillcrest Drive
47	080905466211	622 E Hillcrest Drive
48	080905466321	620 E Hillcrest Drive
49	080905466431	618 E Hillcrest Drive
50	080905466541	616 E Hillcrest Drive
51	080905466651	614 E Hillcrest Drive
52	080905466761	612 E Hillcrest Drive
53	080905466871	610 E Hillcrest Drive
54	080905466981	303 Crane Crossing (Xing)
55	080905467091	305 Crane Crossing (Xing)
56	080905467211	307 Crane Crossing (Xing)
57	080905467321	309 Crane Crossing (Xing)
58	080905467431	311 Crane Crossing (Xing)
59	080905467541	313 Crane Crossing (Xing) 312 Indigo Lane
60	080905467651	400 Indigo Lane 401 Crane Crossing (Xing)
61	080905467761	403 Crane Crossing (Xing)
62	080905467871	405 Crane Crossing (Xing)
63	080905467981	407 Crane Crossing (Xing)
64	080905400101	409 Crane Crossing (Xing)
65	080905400211	411 Crane Crossing (Xing)
66	080905400321	413 Crane Crossing (Xing)
67	080905400431	415 Crane Crossing (Xing)
68	080905400541	417 Crane Crossing (Xing)
69	080905400651	419 Crane Crossing (Xing)
70	080905400761	410 Crane Crossing (Xing) 622 Prospect Road
71	080905400871	620 Prospect Road
72	080905400981	618 Prospect Road
73	080905401091	616 Prospect Road
74	080905468091	614 Prospect Road
75	080905468211	612 Prospect Road
76	080905468321	610 Prospect Road
77	080905468431	400 N Division Street
78	080905468541	402 N Division Street
79	080905468651	404 N Division Street
Outlot 1	080905460001	
Outlot 2	080905460101	
Outlot 3	080905460211	
Outlot 4	080905460321	
Outlot 5	080905460431	
Outlot 6	080905460541	
Outlot 7	080905460651	
Outlot 8	080905460761	
Outlot 9	080905400001	
Outlot 10	080905460871	
Outlot 11	080905460981	



**Exhibit "B"**

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

**\*DECLARANT\***

**VH HERITAGE HILLS, LLC**

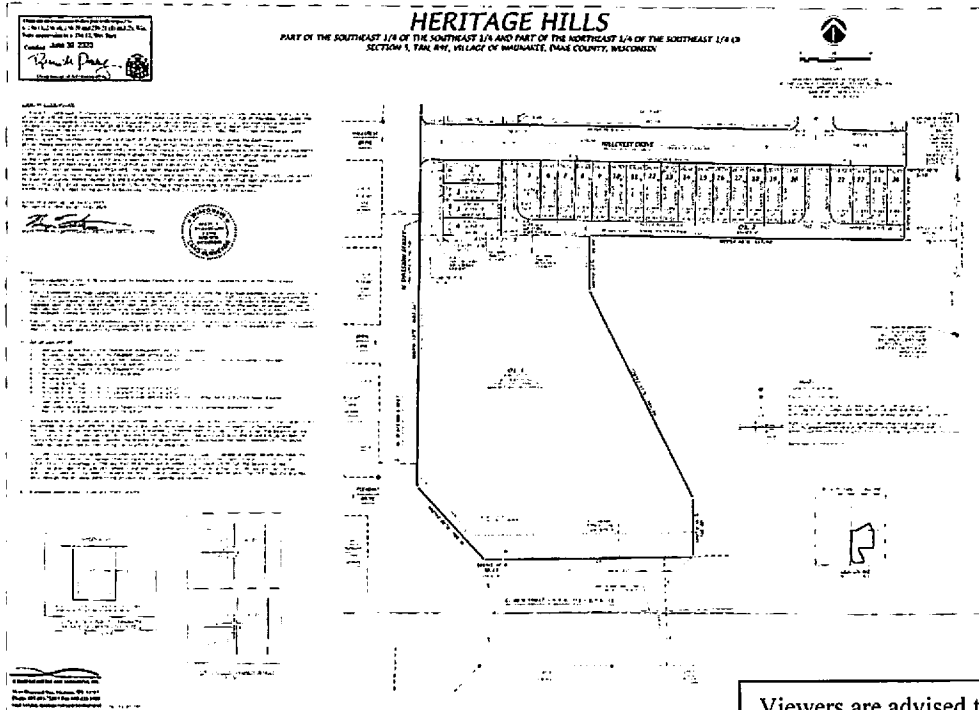
**BY: VH HOLDINGS, LLC, ITS SOLE MEMBER**

By:  \_\_\_\_\_

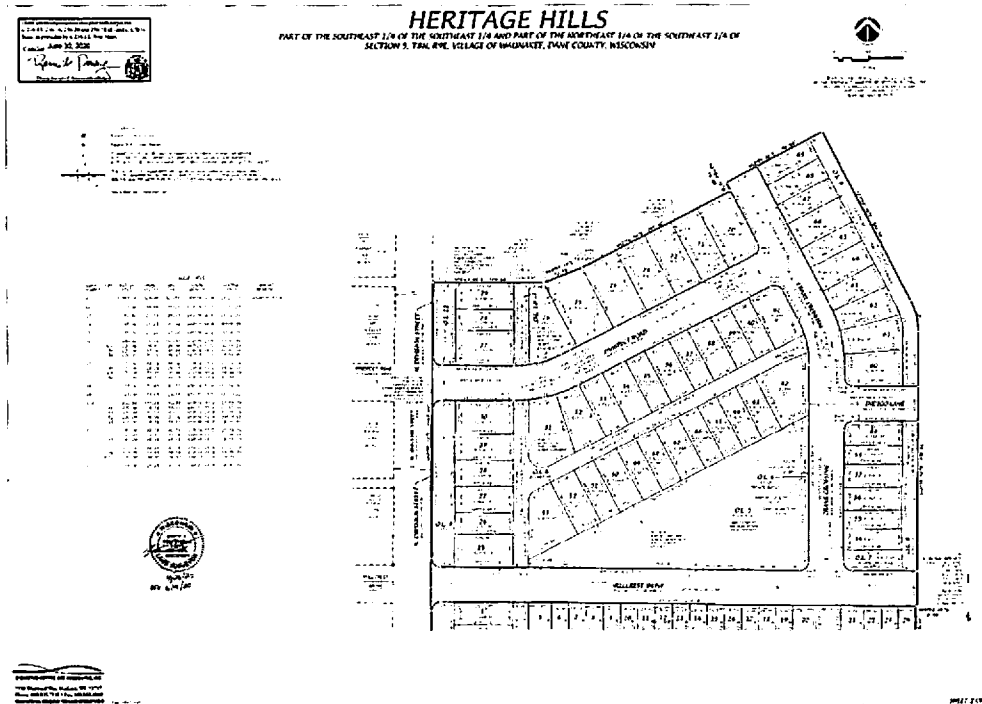
Print Name: Chris Ehlers

Print Title: Authorized Signatory

# Exhibit "B"



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



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

Wisconsin Department of Transportation  
 Form 375 (Rev. 12/13)  
 Contract June 20, 2020  
 Remote Work  
 Department of Transportation

**HERITAGE HILLS**  
 PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF  
 SECTION 5, T8N, R7E, VILLAGE OF WALWAKEE, DANE COUNTY, WISCONSIN



This plat is a preliminary plat of a subdivision of land in the village of Walwaake, Dane County, Wisconsin, and is subject to the provisions of Chapter SPS 100, Wisconsin Statutes, and Chapter Trans 100, Wisconsin Administrative Code.

I, *[Signature]*  
 County Clerk  
 do hereby certify that the above is a true and correct copy of the original plat on file in my office.



Witness my hand and the seal of my office this 10th day of July, 2020.

I, *[Signature]*  
 County Clerk  
 do hereby certify that the above is a true and correct copy of the original plat on file in my office.



Witness my hand and the seal of my office this 10th day of July, 2020.

This plat is a preliminary plat of a subdivision of land in the village of Walwaake, Dane County, Wisconsin, and is subject to the provisions of Chapter SPS 100, Wisconsin Statutes, and Chapter Trans 100, Wisconsin Administrative Code.

I, *[Signature]*  
 County Clerk  
 do hereby certify that the above is a true and correct copy of the original plat on file in my office.

Witness my hand and the seal of my office this 10th day of July, 2020.

I, *[Signature]*  
 County Clerk  
 do hereby certify that the above is a true and correct copy of the original plat on file in my office.

Witness my hand and the seal of my office this 10th day of July, 2020.

© 2013 Wisconsin Department of Transportation  
 2200 Westpark Way, Madison, WI 53727  
 Printed on Recycled Paper with 50% Post Consumer Waste  
 Wisconsin Department of Transportation

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**

<b>Lot(s)</b>	<b>Minimum Points for Foundation Plantings</b>	<b>Total Minimum Points for Landscaping</b>
<b>1-24 (Twins), 54-59 (Haven Twins) 25-53, 60-69, 76-79</b>	<b>300</b>	<b>425</b>
<b>70-73</b>	<b>350</b>	<b>500</b>
<b>74-75</b>	<b>400</b>	<b>550</b>

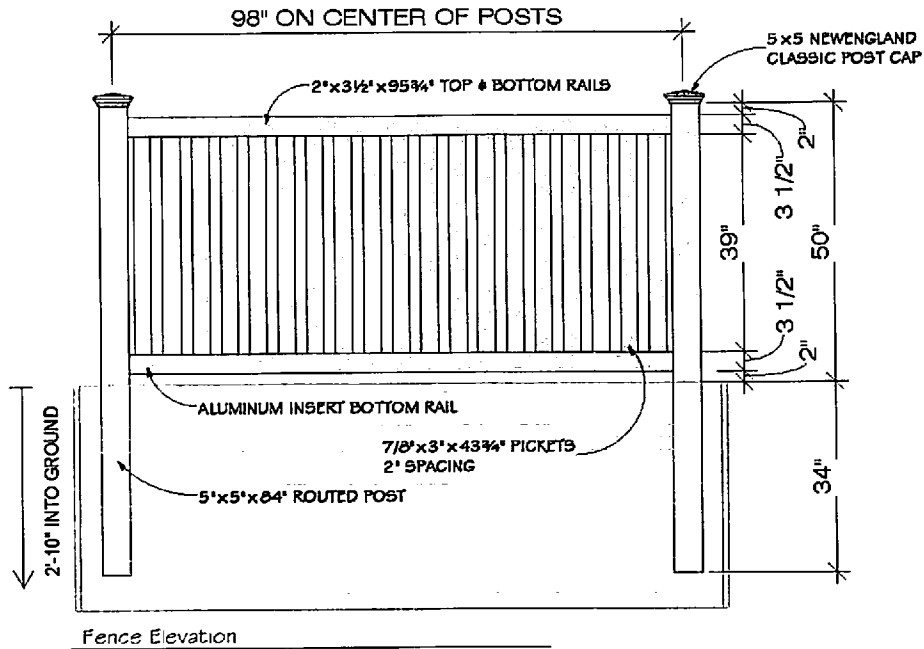
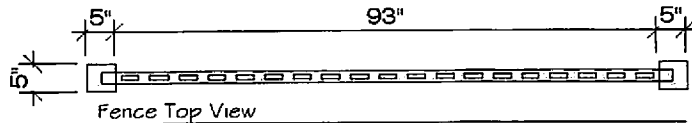
**EXHIBIT "D"**  
**Landscaping Elements**

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

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

# Exhibit "E"

## STRATFORD



**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



6001 South Towne Drive  
Madison, WI 53713  
Phone 608.226.3100  
Fax 608.226.0600

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

EXHIBIT "F"

**Responsibility and Guidelines of the Owner and Twin Home Sub-Association  
for Haven Twin Lots 54-59, Heritage Hills**

**NOTE: The following summary is not intended to be a complete summary of all Haven Twin Home Owner or Sub-Association responsibilities; but instead are presented as a general description and a guideline of such responsibilities and are subject to change in the discretion of the Declarant.**

**Owner Responsibilities and Guidelines:**

**Decks/Patios.** Each twin home Owner shall be responsible for the decoration, furnishings, housekeeping, maintenance (including snow removal), repair, replacement, general cleanliness and presentability of the deck or patio.

**Gardens.** Gardens will be allowed with prior written approval of the Committee and shall comply with any Committee requirements.

**Fences.** Vinyl fences only shall be allowed (see Section D-2A of the Declaration) and Owner must receive prior written approval of the Committee.

**Antennae/Wind Powered Electric Generators.** Antenna or satellite dish shall be allowed and must receive prior written approval of the Committee and shall comply with any requirements in Section D-2) D of the Declaration.

**Landscaping (trees and shrubs).** Initial landscaping shall be installed by the Developer, however, the Owner will be responsible for maintenance, replacement, etc. of landscaping.

**Cluster Box Units (CBU's).** Each owner will receive a key at closing. If key is lost/stolen, it is the Owner's responsibility to contact the servicing Post Office to have mail slot rekeyed at Owner's expense.

**Driveways, Sidewalks to Stoop and Stoops.** Maintenance, repair and replacement of concrete driveways, sidewalk from driveway to stoop and stoops shall be the responsibility of the Owner.

**Sub-Association Responsibility and Guidelines:**

**Snow Removal.** Snow removal of the driveways, sidewalk from driveway to stoop and stoops shall be the responsibility of the Twin Home Sub-Association.

**Mowing.** Maintenance (mowing) of the lawn shall be the responsibility of the Twin Home Sub-Association.

**Cluster Box Units (CBU's).** Association will be responsible for concrete pad repair and replacement, CBU repair, replacement and snow removal around the CBU.