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ARDENT GLEN
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF VERONA, DANE COUNTY, WI.

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

See Exhibit "A"
(Parcel Identification Numbers)

PREAMBLE

This Declaration of Protective Covenants, Conditions and Restrictions (the "**Declaration**") made this 18 day of January, 2024, by VH Ardent Glen, LLC, a Wisconsin Limited Liability Company a (collectively, hereinafter referred to as the "**Declarant**") and/or its successors and assigns.

WHEREAS, Declarant is the owner of certain real property known as the plat of Ardent Glen (the "**Plat**"), City of Verona, 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

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

WHEREAS, by this Declaration Declarant desires to subject the Lots and Outlots to the terms hereof, and by future amendment intends to subject the Remaining Lots, to the terms hereof, so that the Lots and the Remaining Lots will be constructed as a planned development with housing units and shared common property (the "**Development**"); and

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

WHEREAS, to the above end, Declarant desires to subject the Development to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said 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 and to that end Declarant has incorporated or will incorporate the Ardent Glen Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the **"Association"**); and

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

PART A
DEFINITATIONS AND ASSOCIATION MATTERS

A-1) Definitions.

A) "Association" shall mean and refer to as Ardent Glen 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, Development entry signs with or without landscaping features which the City of Verona 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 Ardent Glen, LLC, a Wisconsin Limited Liability Company and/or its successors and assigns.

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

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

F) "Occupant" shall mean and refer to the occupant of any of the Properties who shall either be an Owner or a lessee who holds a written lease having an initial term of twelve (12) months or more.

G) "Remaining Lots" shall mean all of the lots contained in the Plat which are not described in Exhibit "A", but are depicted in the Plat or Plat Additions. Declarant reserves the right to subject the Remaining Lots to the terms hereof by future amendment to this Declaration.

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

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

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

A) **Members.** Declarant has incorporated the Association. The Association shall have two classes of membership. Each Owner of a Lot shall automatically become a Class A Member of the Association. The Declarant, or its successors or assigns, is the Class B Member of the Association. Declarant shall not be considered a Class A Member in the Association notwithstanding its ownership of Lots in the Subdivision. By acceptance of the Deed or other instrument of conveyance, the Owner(s) of each Lot consent to such Owner's membership in the Association whether or not specified on the deed to the Owner. A Class A membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such Class A membership in the Association. The Association shall have authority to manage the Common Property. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be members of the Association. Tenants of Properties who are not Owners shall not be members of the Association. The rights, duties and obligations of the Class A and the Class B Members are specified in this Declaration and in the By-Laws of the Association.

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

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

D) **Calculation of Assessments**. Each Owner, other than Declarant, whose responsibility is governed by Section A3(D), below, shall be responsible for assessments as described in this Declaration. The Association shall calculate an Owner's responsibility for assessments based on the following formula:

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

As used above, the term "Total Subdivision Expenses" shall mean (i) all Common Area Expenses which the Association estimates actually incurring during the budget year in question, plus (ii) all

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

A-3) **Description.**

A) **Responsibility for Assessments.** The following table describes the number of assessment units (an "**Assessment Unit**"), which are assigned to various Lots in the Development based upon their intended use at the present time. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit. With respect to twin single family homes, each twin home shall be considered a Dwelling Unit.

	Use	Number of Assessment Units
1)	Single Family:	One (1) per Dwelling Unit.
3)	Twin Homes (2 unit attached 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's Responsibility for Assessments.** Declarant shall not be responsible for assessments on Declarant owned Lots. Declarant shall be responsible for paying to the Association the amount by which the Assessments collected by the Association are less than the amount necessary to pay for all actual Common Area Expenses incurred by the Association for the budget year in question.

E) **Percentage Interest.** For the purposes of establishing an Owner's percentage of assessments hereunder, insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner in the Common Property. "Percentage Interest" shall be calculated as follows: the number of

Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share (the **"Percentage Interest"**) of assessments for common area maintenance and other expenses, which the Association is permitted to assess to Class A Members under the Declaration.

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

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

4) Declarant, the Association and all Owners of a percentage interest in the Common Property hereby waive notice and protest of any tax or assessments levied by the City of Verona against such Owners or any part of the Property attributable to the Common Property in which such Owners, the Association or the Declarant may have an interest.

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 neat, good and safe condition.

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

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

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

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

B) Maintenance and Conditions of Private Alleys

1) All maintenance, replacement and repairs for Outlots 1-3, 5 and 8 shall be the responsibility and obligation of the Declarant until conveyed to the Association, at which time the Association shall assume responsibility.

The obligation for maintenance, replacement and repairs of the aforesaid Outlots shall include, without limitation:

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

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

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

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

C) **Assessments.**

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

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

3) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on the Lot or Lots against which the Assessment is made. The Owner of

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

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

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

PART B
CONDITIONS, COVENANTS AND RESTRICTIONS

B-1) Applicability. The following provisions in this Part B shall apply to all Lots and Outlots, as described in Exhibit "A" and such other Lots or Outlots as may, in the future, be acquired by Declarant and subjected to this Declaration, as the same may be amended from time to time, by Declarant in the sole exercise of Declarant's discretion. Uses, other than the uses set forth in this Part B, shall not be permitted on the Lots or Outlots, as applicable, without the prior written approval of the Declarant and Committee (defined in Section C-2 below), as appropriate. After Declarant control of the Association has terminated, approval from the Association and the Committee shall be required.

B-2) Land Use And Building Type. Only the following designated uses for all private Lots and Outlots shall be permitted. The remaining Outlots are dedicated to the City and uses are noted for informational purposes only.

A) Lots 20-29 and 39-46 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined below. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter.

B) Lots 12-19 and 47-50 shall be used for twin single family homes.

C) Outlots 1 and 3 shall be dedicated for private alley and shall be maintained by the Association.

D) Outlot 11 shall be dedicated to the City for storm water management. Outlot 14 shall be dedicated to the City for storm water drainage, conveyance and management. No component of the storm water treatment system, including storm water conveyances, detention basins, and outlets, may be disturbed, obstructed or encroached upon in any way.

E) Outlot 12 and 13 shall be dedicated as private open space and shall be maintained by the Association.

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

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

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

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

B-4) Dwellings and Landscaping. The landscaping to be installed on all Lots must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points as set forth hereafter as described in Exhibit "C", attached hereto and incorporated herein by reference. The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference. The structure and the minimum landscaping requirements shall be completed within nine (9) months after issuance of a building permit. **Please Note:** 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, neat condition and contained within the Property.

If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with the terms of Section A-4 (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 forty-eight (48) hours is permitted. No commercial vehicles, including trucks, vans, semi-trailers, trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage.

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

B-7) Easements.

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

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

C) Public utility easements are 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 twelve feet (12) in width on the perimeter of the Plat. The drainage easement shall not be required on the property lines shared with greenways or public streets.

E) Sign Easement Areas: Easements for entry monumentation signage and plantings shall be established by Declarant at each corner, as well as, center islands. Maintenance of the Easement shall be deemed a part of the Common Property which the Association is obligated to maintain under

Section (A) of the Declaration, the cost of maintenance of said Common Property shall be an assessment against all the Property in the Subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required. Refer to Section B-19) D) for notices regarding plantings.

F) 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.

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

H) Lots 12-19 and 47-50 shall be subject to a Declaration of Party Wall Agreement. The Lots described are proposed twin homes which are two homes that share a party wall and roof with each other.

B-8) Slope and Swale Areas.

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

B) In order to control run off, all down spouts and down spout extenders are to drain into a permeable area such as grass or a planting bed that provided a minimum flow length of twenty (20') feet. Downspouts shall not be directed to driveways or streets. This runoff shall be dispersed in a manner that does not contribute to soil erosion.

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

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

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

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

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

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

B-13) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

B-14) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot. Garbage cans, garbage bags or recycle bins must be kept in enclosed garage and not stored outside. **Note**: Please check with the municipality as to the length of time garbage cans, garbage bags or recycle bins may remain at curb side prior to and after collection.

B-15) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them

at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-16) Telephone (Land Line Service). Due to updated FCC government regulations, telephone communication providers are no longer required to provide land line service to new phases. As a result, Declarant cannot guarantee that all new phases will have access to traditional land line phones. However, most of the cable company service providers have the ability to bundle in those services.

B-17) Retaining Walls. Certain homesites may have a retaining wall in the rear yard. The area beyond the rear retaining wall will be of natural grass and will not be maintained by the Association. Mowing beyond the rear retaining wall is not required of the homeowner as not all homeowners will be able to access this area. Fences are not required beyond the rear retaining wall and if fence is installed the homeowner will not be required by the Committee to construct a fence to the rear property line.

B-18) Trees Adjacent to Outlots. Certain homesites rear property line may encroach into the tree area adjacent to Outlots. The trees and shrubs within the boundaries of individual homesites are the Buyer's responsibility to maintain after closing. Trees or shrubs 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-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) There will be no vehicular access directly to County Highway PD from any Lot.

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

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

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

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

3) After control of the Association is turned over by the Declarant to the Owners, the foregoing provisions of this Declaration shall not be amended, repealed, modified or changed without the advance, written consent of 75% of all Owners of Lots bordering any Alleys in the Subdivision, it

being the intent of the Declarant that any change in the obligations of the Association with respect to the Alleys require the approval of a super majority of the Owners whose Lots border the Alleys and who benefit from the maintenance and services provided by the Association.

D) 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, sign repair and maintenance of the landscaping including mowing of all lawns and grass areas. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required adversely affects the natural flow of surface or underground waters within the area permitted.

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

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

B-21) Lease.

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

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

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

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

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

B) *Standard for Approval of Lease and Tenant.* The Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the Lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the Owner, the tenant or tenant's guests to abide by all provisions of this Declaration, the

Articles, the Bylaws, and the Rules and Regulations; and the past use by Owner, the tenant or its invitees or guests of any part of the Lot in a manner offensive or objectionable to the Association or other occupants of the Property by reason of noise, odors, vibrations, or nuisance.

C) *Violations / Remedies.*

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

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

In addition to any fines imposed under this Section, the Owner shall reimburse the Association for all costs incurred by the Association, including attorneys' fees, incurred to enforce this Section, any action the Association takes under this Section B-21 against Owner's tenant, and to collect any outstanding amounts owed by Owner to the Association.

PART C
ARCHITECTURAL CONTROL COMMITTEE

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

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

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

C-2) Architectural Control. No exterior improvements, including but not limited to, structure, whether residence, accessory building, tennis or sport court, swimming pool, basketball hoop, deck, patio, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or painting/repainting of the exterior of a structure shall be made without submission of a complete Architectural Review Application (**"Application"**) to the Committee. The Application, as well as plans,

specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee. The Application can be found on the DSI Real Estate website www.dsirealestate.com. Select Condo & HOA, then Architectural Control (ACC) – Project Approval and select the appropriate application for your request.

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

C-4) Procedure.

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

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

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

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

E) The Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as Common Property expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Committee

shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

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

Ardent Glen Homeowners Association, Inc.
Architectural Control Committee
708 River Place
Madison, Wisconsin 53713
acc@dsirfealestate.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 unified architectural theme of mid-century modern as well as contemporary interpretations of regional vernacular styles. The overall character of the development will be created to establish a cohesive appearance throughout the community. Examples of these styles include:

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

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

B) **Front Porch.** Front porches are encouraged as both visual and functional design elements with a style consistent with the overall architectural style of the home and provide a visually appealing entry point. Minimum standard porch design details include the following; porch posts or alternate per plan, porch balustrades, when provided, of nominal 2" x 2" square wood at a maximum of six inches (6") on center; and newel posts that are compatible with the design of the column posts. Porch columns and railings shall be painted to match the trim color of the house.

C) **Garage.**

1) Garages shall be provided in accordance with PDD documents and specific unit plans.

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

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

4) Tandem, split or side entry garages are encouraged for three (3) or four (4) car garages. For three (3) car front entry garages, the third stall must have a minimum setback of the greater of 2' from the two-car garage line or as required by compatible roof design. Garage width must comply with zoning and the design guideline standards of 50% of overall building width.

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

D) **Ornamental Design Elements.**

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

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

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

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

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

E) <u>Roof/Facias/Soffits/Eaves.</u>

1) Roof Standards:

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

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

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

2) Fascia, Soffit and Eave Standards:

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

b) Aluminum soffit and eave color shall match facia.

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

F) <u>Exterior Wall Surfaces.</u>

1) Siding material shall be premium vinyl or composite material as approved

by the Committee. Vertical board and batten siding or shake siding is encouraged for accent areas appropriate to the style of the home. Colors shall be approved by the Committee.

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

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

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

5) The use of brick or stone is encouraged to architectural style. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner. Brick or stone material and color selections shall be as approved by the Committee and harmonious with overall neighborhood palette, as well as with the specific home design and be used consistently on all elevations.

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

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

D-2) Other Improvements.

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

1) 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 any other access easements that are dedicated on the plat.

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

2) Appropriate uses of fencing:

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

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

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

d) Fencing at side yards of corner lots shall be placed a minimum of 2' from property line (approximately 3' from sidewalk) for all zoning classifications. Variance for fence placement to a minimum of 3' from property line (approximately 4' from sidewalk) may be granted by the Committee if a landscaping plan consisting of a continuous bed of shrubs and/or perennial plans, mulched with bark or stone, is provided for the area between the fence and sidewalk.

e) Exhibit "E-1" shall be applicable only to corner Lots described in Exhibit "A". Exhibit "E-1", attached hereto and incorporated herein by reference, is applicable to corner lots.

3) Inappropriate use of fencing:

a) Fencing in front yards shall not be permitted.

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

c) Fencing shall not meet porch or deck corners.

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

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

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) Wooden deck(s) must be stained or painted.

2) Inappropriate deck design:

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

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

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

C) **Outbuildings.** No outbuilding, shed or accessory building of any nature shall be erected on any Lot, with the exception of a detached garage that is the only garage on the lot and is approved by the Committee prior to construction. Secondary units (ADU – accessory dwelling unit) above detached garages may be allowed subject to municipal ordinance and with prior written approval from the Committee.

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

1) Appropriate antennae or satellite dish placement:

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

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

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

ii. Attached to the deck.

iii. On the rear roof line of the home.

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

2) Inappropriate antennae or satellite dish placement:

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

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

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

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

PART E
GENERAL PROVISIONS

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

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

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

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

E-5) Parade of Homes and/or Condominiums. So long as Declarant shall own any Lots in the Development, or condominium units in any condominium located within the Development (collectively a "Lot/Unit"). Declarant 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 shall for 48 hours prior to and for 48 hours after the conclusion of the Parade, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade in this Development pursuant to the then current Parade Rules and Checklist of the Madison Area Builders Association. All purchasers of Lots/Units, and/or their successors and assigns, shall take title subject to this specific reservation by the Declarant and shall waive all rights to object to violations of this Declaration of Protective Covenants, Conditions and Restrictions by the Declarant, 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 Declarant their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade.

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

E-7) Prescribed Burns. Outlot 11 is dedicated to the City. The City will coordinate a prescribed burns within this Outlot as required for the maintenance of the restoration of storm water facilities. Prescribed burning is the use of fire to burn available fuels (plants) in various natural environments, environments ranging from woodlands to pastures. The burning is done under controlled conditions to safeguard homes, wildlife, and neighboring properties. Prescribed burning is used to assist with one or more of the following goals:

A) Reducing dead above-ground biomass

B) Reducing live early-season or late-season green biomass

C) Reducing small woody plants

D) Returning nutrients tied up in biomass to usable forms in the soil

The prescribed burn will be conducted the City. Each Owner in close proximity to these Outlots is advised to plant some vegetation (i.e. cool season grasses) near the property line adjoining these Outlots. It is recommended, not required, that fences on Lots adjacent to these Outlots be placed no closer than 10 feet from the rear property line to avoid any damage from prescribed burns. The City may need to access Lots in close proximity to these Outlots to be able to control the burns adjacent to the Owners property and each Owner agrees not to oppose or object to any such use.

E-8) 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-9) 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 and signed by a majority of the Class A Members and all of the Class B Members.

E-10) 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-11) 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-12) 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-13) 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-14) Remedies. All remedies herein are cumulative.

IN WITNESS WHEREOF, the said VH Ardent Glen, LLC, Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 18 day of January 2024.

VH Ardent Glen, LLC
By: Forgewell Building Group, its Sole Member

By: _____
Chris Ehlers, Authorized Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 18 day of January, 2024, Chris Ehlers the Authorized Representative of VH Ardent Glen, LLC a Wisconsin Limited Liability Company, , to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
Notary Public Dane County, Wisconsin
My Commission Expires: 5/1/2024

This document was drafted by:

Atty. Gregory Paradise
Mohs Widder Paradise LLC
725 Heartland Trail, Suite 300
Madison, WI 53717

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Associated Bank, hereby consents to the forgoing Declaration of Conditions, Covenants and Restrictions for the plat Ardent Glen. 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 11th day of January, 2024.

Associated Bank, a Wisconsin Banking Corporation

By: _____

Print Name: Bryan Schreiter

Print Title: SVP

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 11th day of January, 2024, the above named SVP BRYAN SCHREITER, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC
SINDHU RAMESH
STATE OF WISCONSIN

_____ SINDHU RAMESH
Notary Public
County of Dane, State of Wisconsin
My Commission: 07/06/24

Exhibit "A"

Lots 12-29, 39-50, Outlots 1, 3 and 11-14, Ardent Glen Plat, City of Verona, Dane County, Wisconsin

LOT	PARCEL # 286/
12	060808121222
13	060808121332
14	060808121442
15	060808121552
16	060808121662
17	060808121772
18	060808121882
19	060808121992
20	060808122102
21	060808122212
22	060808122322
23	060808122432
24	060808122542
25	060808122652
26	060808122762
27	060808122872
28	060808122982
29	060808123092
39	060808124192
40	060808124302
41	060808124412
42	060808124522
43	060808124632
44	060808124742
45	060808124852
46	060808124962
47	060808125072
48	060808125182
49	060808125292
50	060808125402
Outlot 1	060808131232
Outlot 3	060808131452
Outlot 11	060808132332
Outlot 12	060808132442
Outlot 13	060808132552
Outlot 14	060808132662

EXHIBIT "B"

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

DECLARANT

VH ARDENT GLEN, LLC

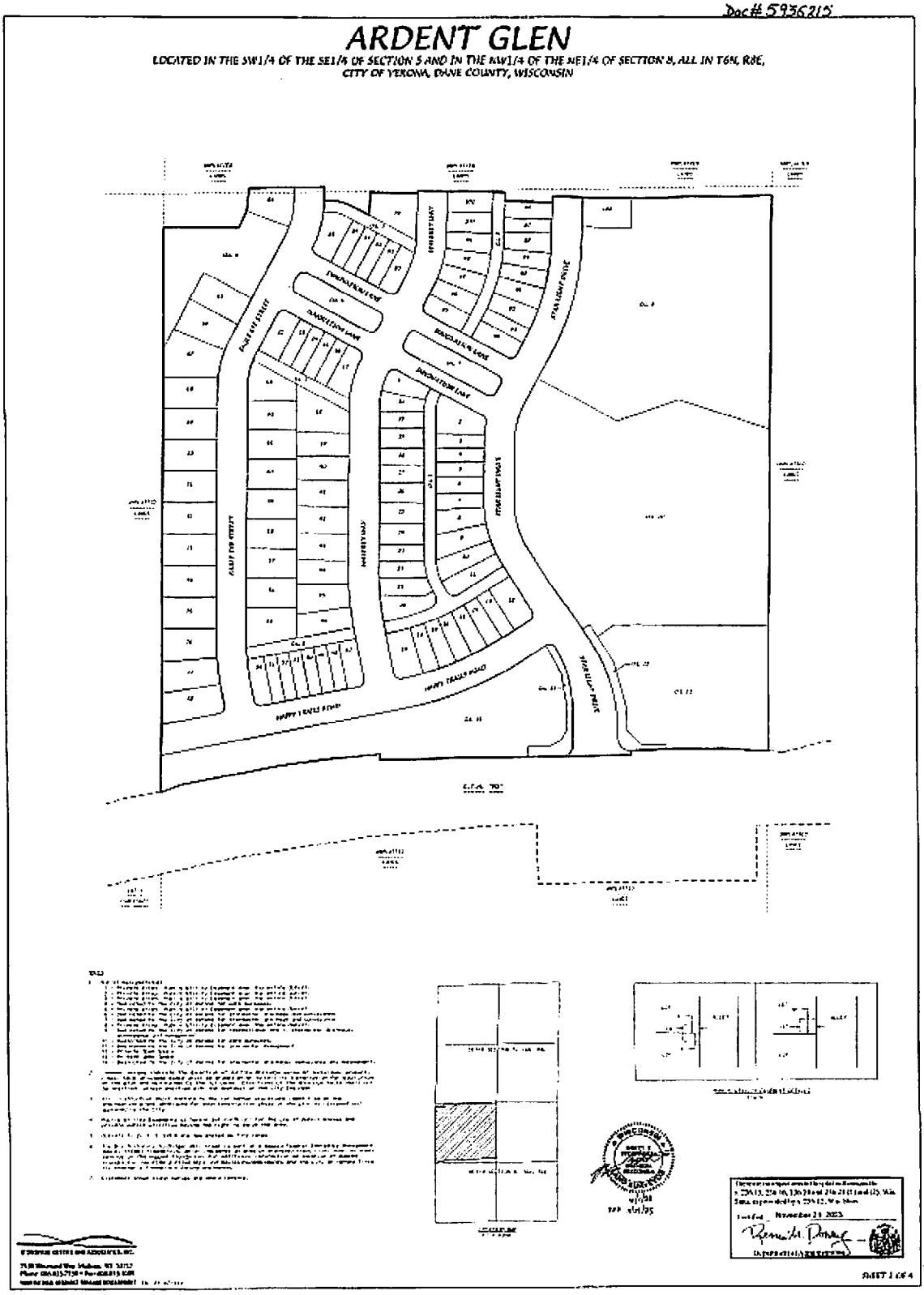
BY: VFORGEWELL BUILDING GROUP, LLC, ITS SOLE MEMBER

By: _____

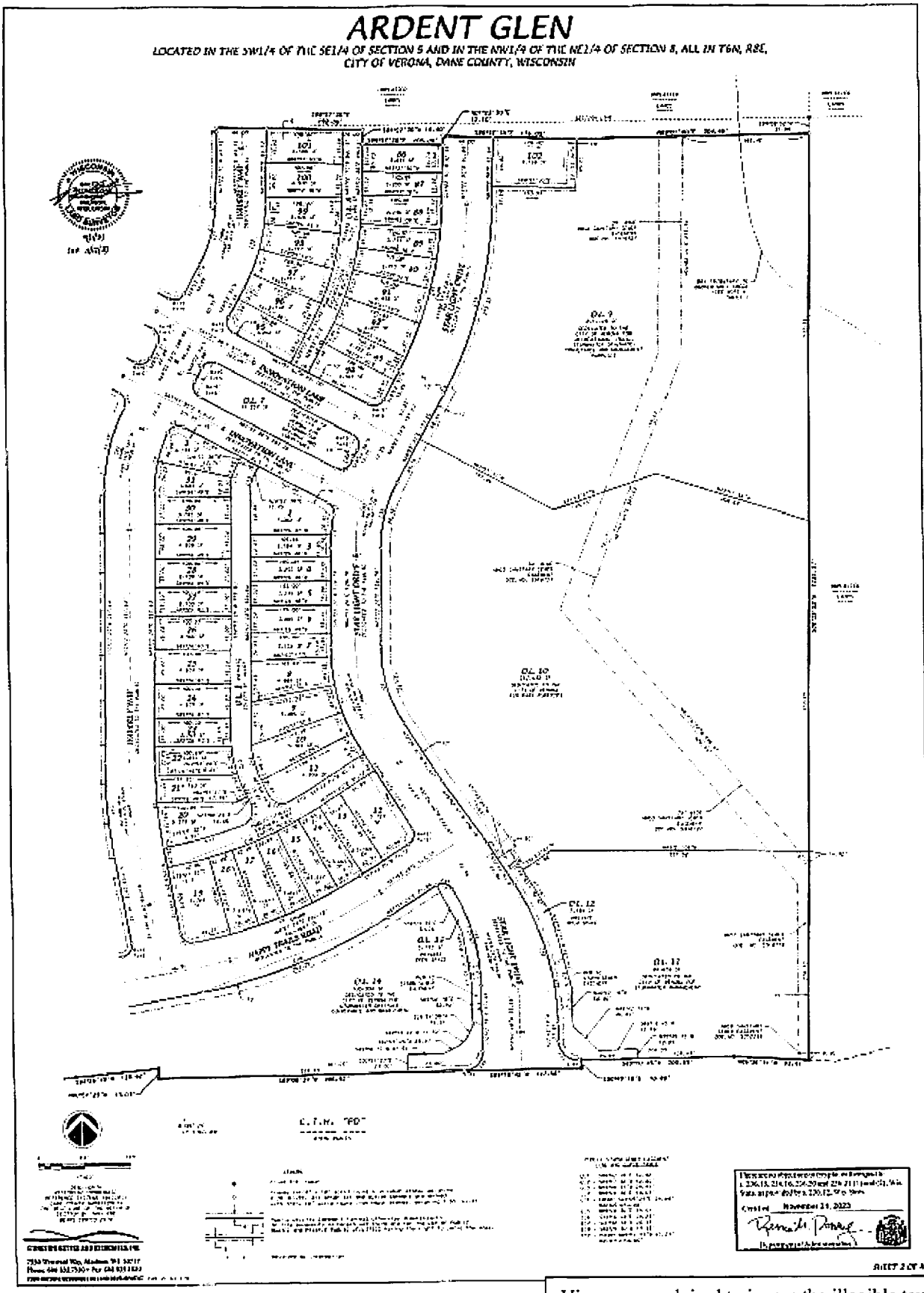
Print Name: Chris Ehlers

Print Title: Authorized Representative

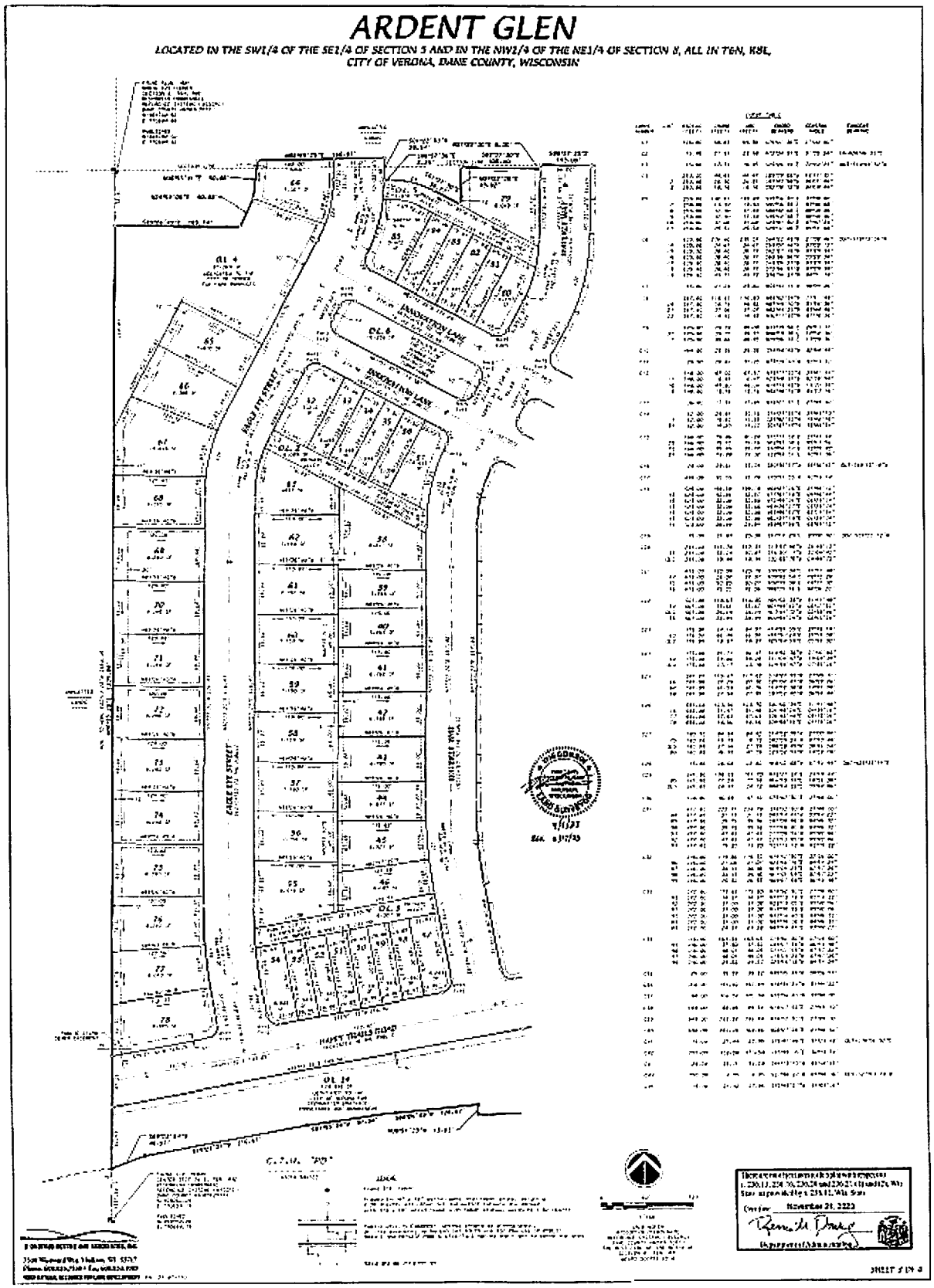
Exhibit "B"



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



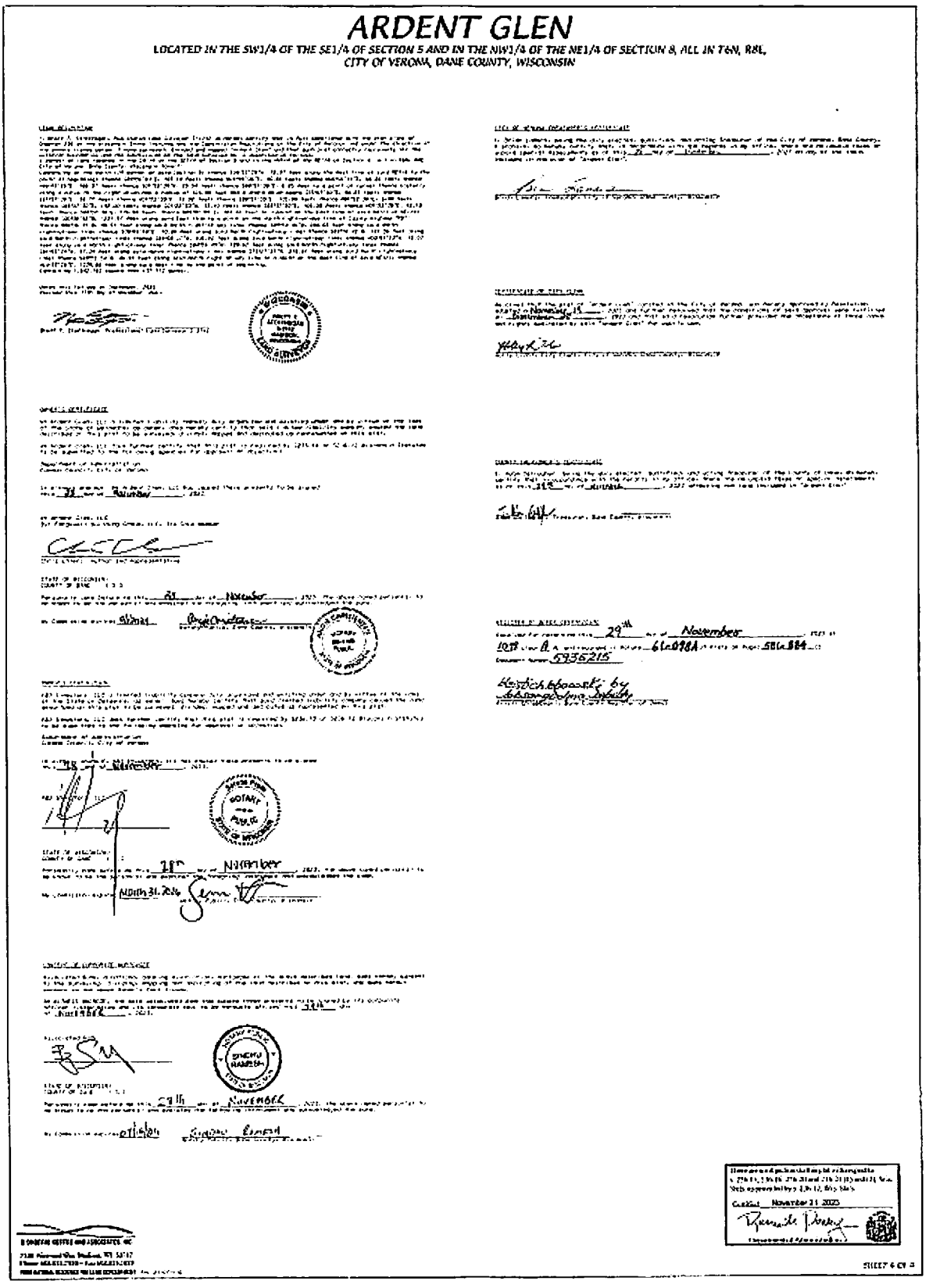
Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.



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

ARDENT GLEN

LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 5 AND IN THE NW1/4 OF THE NE1/4 OF SECTION 8, ALL IN T6N, R8E,
CITY OF VERONA, DANE COUNTY, WISCONSIN



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

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
12-29, 46-50	300	425
39-45	350	500

EXHIBIT "D"

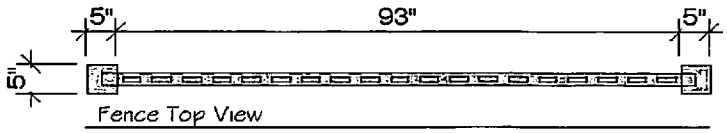
Landscaping Elements

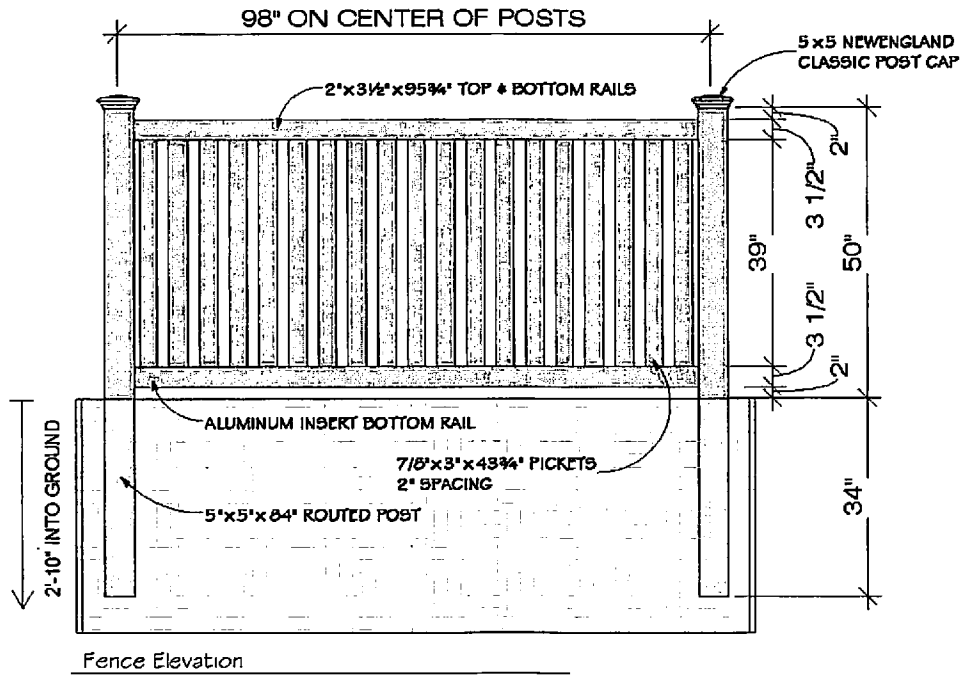
Elements	Point Schedule
A) Small Shade Trees (balled and burlaped) (1.5"-2" caliper at 6" from the roots)	*50*
B) Medium Shade Trees (balled and burlaped) (2"-3" caliper at 6" from the roots)	*100*
C) Large Shade Trees (balled and burlaped) (3"-4" caliper at 6" from the roots)	*150*
D) Extra-Large Shade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

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

Exhibit "E"

STRATFORD





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

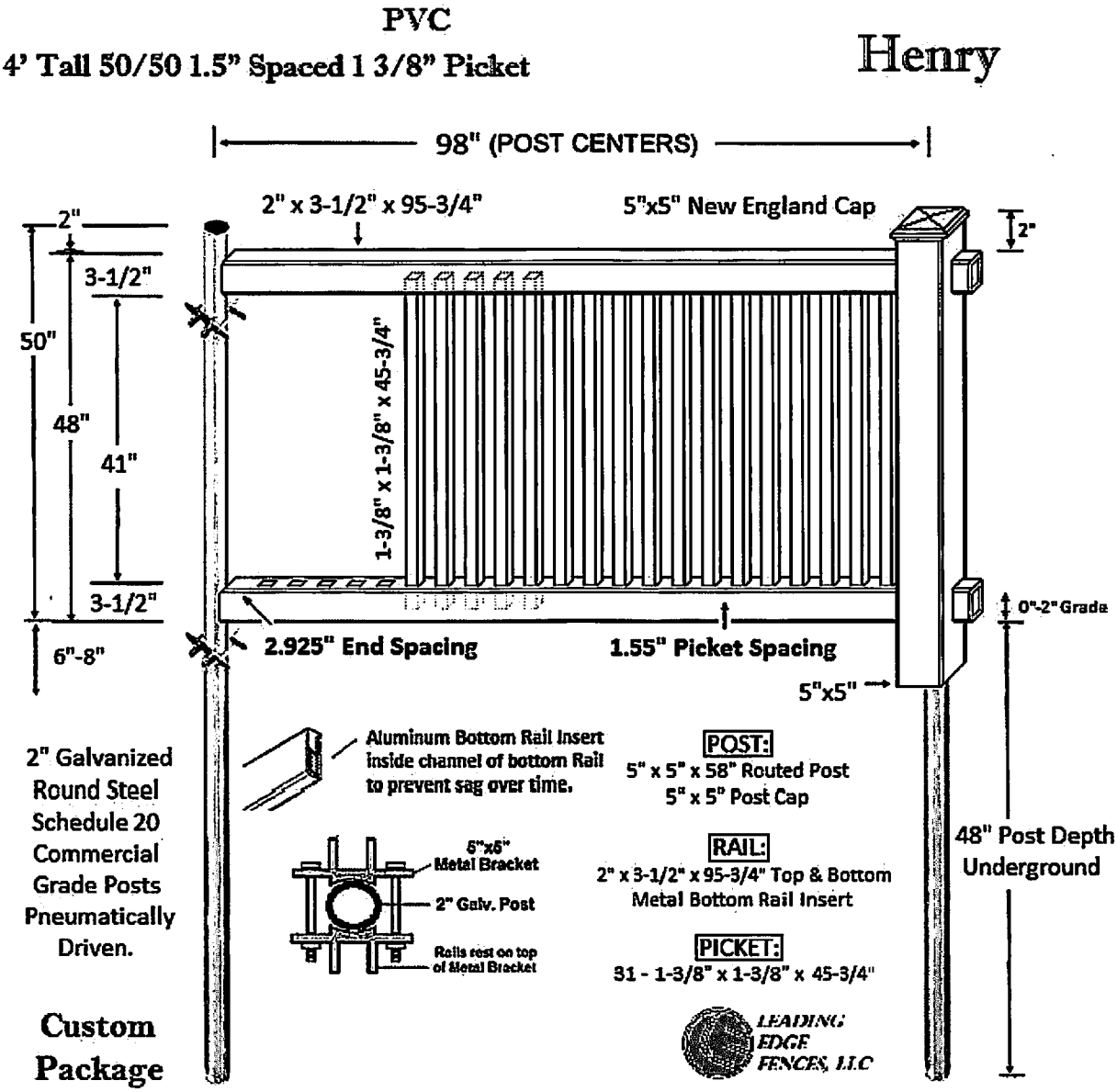
VERIDIAN HOMES

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

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

EXHIBIT "E-1"
(corner lots only)

Vinyl - Henry



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

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5989136
10/04/2024 09:20 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 6
The above recording information verifies that this document has been electronically recorded and returned to the submitter.

ARDENT GLEN

FIRST AMENDMENT DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF VERONA, DANE COUNTY, WI.

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

PREAMBLE

See Exhibit "A"
(Parcel Identification Numbers)
286- 0608-081-2132-2

This is the First Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Ardent Glen, which Declaration was dated January 18, 2024, recorded January 19, 2024 in the Office of Dane County, Wisconsin Register of Deeds as document No. 5943268 (the "Declaration"). This Amendment is made by VH Ardent Glen, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the **"Declarant"**). Declarant herby 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. **Section B-2)A.** First sentence in Section B-2) is hereby modified as follows: "Lots 20-30, 38-46, 55-63 and 65-78 shall be used for single family residential purposes." All other terms of Section B-2)A shall remain unchanged.

   b. **Section B-2)B.** Section B-2)B is hereby deleted in its entirety and replaced with the following: "Lots 12-19 and 47-54 shall be used for twin single family homes."

c. **Section B-2)C.** Section B-2)C is hereby deleted in its entirety and replaced with the following: "Outlots 1-3 shall be dedicated for private alley and shall be maintained by the Association."

3) **Section B-7)H.** The first sentence of Section B-7)H is modified to read as follows: "Lots 12-19 and 47-54 shall be subject to a Declaration of Party Wall Agreement." All other terms of Section B-7)H shall remain unchanged.

4) **Section B-7)I.** Section B-7)I is hereby created to read as follows: "**Shared Utility Access for Lots 12-13 and 14-15.** Twin home lots 12-13, 14-15, 16-17, 18-19, 47-48, 49-50, 51-52 and 53-54 share a fire-rated demising wall with the adjoining property. Due to this shared demising wall, both sides of the twin home are required to allow access to utility service providers for the provision and maintenance of essential services including but not limited to gas, electric, cable, and internet. This arrangement ensures that all residents of the twin homes have access to reliable utility services. The following requirements apply to adjoining twin homes and their owners:

Access Rights: Each twin home owner must grant reasonable access to utility service providers as required for installation, maintenance, and repair of utility connections that serve both sides of the twin home.

Communication: Adjoining twin home owners are encouraged to maintain open communication with each other regarding scheduled utility service appointments to minimize disruptions and inconvenience. Interior basement level access may be needed by utility service providers servicing an adjoining twin home.

Respect for Property Boundaries: While access to utility service providers is allowed, adjoining twin home property owners must respect the boundaries of their respective properties and refrain from causing damage to shared walls or structures. If any such damage is caused, the adjoining property owner must restore the property to the condition existing prior to the event causing such damage.

Compliance with Legal Requirements: All parties must comply with local laws, building codes, and regulations pertaining to shared utility access and property maintenance.

5) **Section B-7)J.** Section B-7)J is hereby created to read as follows: "**Lot 78.** Lot 78 is subject to a public storm sewer easement in the approximate southwest corner of the property as shown on the Plat. The City of Verona will not permit fences in or through the public storm sewer easement and any such fence must be located outside of the boundary of the public storm sewer easement. Because the owner of Lot 78 is obligated to maintain the area subject to the public storm sewer easement, any fence must be gated so that access for maintenance purposes is at all times maintained by Lot 78."

6) **Exhibit "C".** Exhibit "C" to the Declaration is replaced and superseded in its entirety with Exhibit "C" attached hereto and incorporated herein by reference.

[See attached signature page.]

IN WITNESS WHEREOF, the said VH Ardent Glen, LLC, Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 1 day of October, 2024.

VH Ardent Glen, LLC
By: Forgewell Building Group, its Sole Member

By: _____
Chris Ehlers, Authorized Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 1 day of October, 2024, Chris Ehlers the Authorized Representative of VH Ardent Glen, LLC a Wisconsin Limited Liability Company, , to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
Notary Public Dane County, Wisconsin
My Commission Expires: 5/1/2028

This document was drafted by:

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

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Associated Bank, hereby consents to the forgoing First Amendment to Declaration of Conditions, Covenants and Restrictions for the plat Ardent Glen. 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 3rd day of October, 2024.

Associated Bank, a Wisconsin Banking Corporation

By: _____

Print Name: Bryan Schreiter

Print Title: SVP

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 3 day of October, 2024, the above named Bryan Schreiter, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 5/1/2028

Exhibit "A"

Lots 12-30, 38-63, 65-78, Outlots 1-3 and 11-14, Ardent Glen Plat, City of Verona, Dane County, Wisconsin

LOT	PARCEL # 286/
12	060808121222
13	060808121332
14	060808121442
15	060808121552
16	060808121662
17	060808121772
18	060808121882
19	060808121992
20	060808122102
21	060808122212
22	060808122322
23	060808122432
24	060808122542
25	060808122652
26	060808122762
27	060808122872
28	060808122982
29	060808123092
30	060808123202
38	060808124082
39	060808124192
40	060808124302
41	060808124412
42	060808124522
43	060808124632
44	060808124742
45	060808124852
46	060808124962
47	060808125072
48	060808125182
49	060808125292
50	060808125402
51	060808125512

LOT	PARCEL # 286/
52	060808125622
53	060808125732
54	060808125842
55	060808125952
56	060808126062
57	060808126172
58	060808126282
59	060808126392
60	060808126502
61	060808126612
62	060808126722
63	060808126832
65	060808127052
66	060808127162
67	060808127272
68	060808127382
69	060808127492
70	060808127602
71	060808127712
72	060808127822
73	060808127932
74	060808128042
75	060808128152
76	060808128262
77	060808128372
78	060808128482
Outlot 1	060808131232
Outlot 2	060808131342
Outlot 3	060808131452
Outlot 11	060808132332
Outlot 12	060808132442
Outlot 13	060808132552
Outlot 14	060808132662

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
12-30, 46-54	300	425
38-45, 63, 77-78	350	500
55-62, 65-76	400	550

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5996611
11/15/2024 09:16 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 6
The above recording information verifies that this document has been electronically recorded and returned to the submitter.

ARDENT GLEN

SECOND AMENDMENT DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF VERONA, DANE COUNTY, WI.

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

See Exhibit "A"
(Parcel Identification Numbers)

PREAMBLE

This is the Second Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Ardent Glen, which Declaration was dated January 18, 2024, recorded January 19, 2024 in the Office of Dane County, Wisconsin Register of Deeds as document No. 5943268 (the "Original Declaration"). The Original Declaration was amended by that certain First Amendment to Declaration of Protective Covenants, Conditions and Restrictions dated October 1, 2024, recorded October 4, 2024 in the Office of Dane County, Wisconsin Register of Deeds as Document No. 5989136 (the "Second Amendment" and together with the Original Declaration the "Declaration"). This Amendment is made by VH Ardent Glen, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the **"Declarant"**). Declarant herby amends the Declaration as follows:

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

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

3) **Land Use and Building Type.**

   a. **Section B-2)A.** First sentence in Section B-2) is hereby modified as follows: "Lots 4-11, 20-30, 32-33, 38-46, 55-63, 65-78, 86-92 and 102 shall be used for single family residential purposes." All other terms of Section B-2)A shall remain unchanged.

   b. **Section B-2)B.** Section B-2)B is hereby deleted in its entirety and replaced with the following: "Lots 1-3, 12-19, 31, 34-37, 47-54 and 93-94 shall be used for twin single family homes."

c. **Section B-2)C.** Section B-2)C is hereby deleted in its entirety and replaced with the following: "Outlots 1-3 and 8 shall be dedicated for private alley and shall be maintained by the Association."

d. **Section B-2)F.** Section B-2)F is hereby added with the following: "Outlots 6 and 7 shall be dedicated to the City of Verona for stormwater drainage and conveyance."

4) **Easements.**

a. **Section B-7)H.** The first sentence of Section B-7)H is modified to read as follows: "Lots 1-3, 12-19, 31, 34-37, 47-54 and 93-94 shall be subject to a Declaration of Party Wall Agreement." All other terms of Section B-7)H shall remain unchanged.

b. **Section B-7)I.** The first sentence of Section B7)I is hereby deleted and replaced with the following: "**Shared Utility Access.** Twin home lots 1-3, 12-19, 31, 34-37, 47-54 and 93-94 share a fire-rated demising wall with the adjoining property." All other terms of Section B-7)I shall remain unchanged.

5) **Exhibit "C".** Exhibit "C" to the Declaration is replaced and superseded in its entirety with Exhibit "C" attached hereto and incorporated herein by reference.

[See attached signature page.]

IN WITNESS WHEREOF, the said VH Ardent Glen, LLC, Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 12 day of November 2024.

VH Ardent Glen, LLC
By: Forgewell Building Group, its Sole Member

By: _____
Chris Ehlers, Authorized Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 12 day of November 2024, Chris Ehlers the Authorized Representative of VH Ardent Glen, LLC a Wisconsin Limited Liability Company, , to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
Notary Public Dane County, Wisconsin
My Commission Expires: 5/1/2028

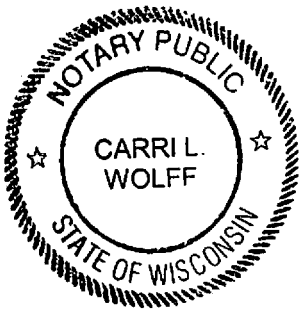
This document was drafted by:

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

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Associated Bank, hereby consents to the forgoing Second Amendment to Declaration of Conditions, Covenants and Restrictions for the plat Ardent Glen. 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 11th day of November, 2024.



Associated Bank, a Wisconsin Banking Corporation

By: _____

Print Name: Bryan Schreiter

Print Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12 day of November, 2024, the above named Bryan Schreiter, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public CARRI L WOLFF
County of Dane, State of Wisconsin
My Commission: 08/08/2025

Exhibit "A"

Lots 1-63, 65-78, 86-94, 102, Outlots 1-3, 6-8 and 11-14, Ardent Glen Plat, City of Verona, Dane County, Wisconsin

LOT	PARCEL # 286/
1	060808120012
2	060808120122
3	060808120232
4	060808120342
5	060808120452
6	060808120562
7	060808120672
8	060808120782
9	060808120892
10	060808121002
11	060808121112
12	060808121222
13	060808121332
14	060808121442
15	060808121552
16	060808121662
17	060808121772
18	060808121882
19	060808121992
20	060808122102
21	060808122212
22	060808122322
23	060808122432
24	060808122542
25	060808122652
26	060808122762
27	060808122872
28	060808122982
29	060808123092
30	060808123202
31	060808123312
32	060808123422
33	060808123532
34	060808123642
35	060808123752
36	060808123862
37	060808123972
38	060808124082
39	060808124192
40	060808124302
41	060808124412
42	060808124522
43	060808124632
44	060808124742
45	060808124852
46	060808124962
47	060808125072
48	060808125182
49	060808125292
50	060808125402
51	060808125512
52	060808125622
53	060808125732
54	060808125842
55	060808125952
56	060808126062
57	060808126172
58	060808126282
59	060808126392
60	060808126502
61	060808126612
62	060808126722
63	060808126832
65	060808127052
66	060808127162
67	060808127272
68	060808127382
69	060808127492
70	060808127602
71	060808127712
72	060808127822
73	060808127932
74	060808128042
75	060808128152
76	060808128262
77	060808128372
78	060808128482
86	060808129362
87	060808129472
88	060808129582
89	060808129692
90	060808129802
91	060808129912
92	060808130022
93	060808130132
94	060808130242
102	060808131122
Outlot 1	060808131232
Outlot 2	060808131342
Outlot 3	060808131452
Outlot 6	060808131782
Outlot 7	060808131892
Outlot 8	060808132002
Outlot 11	060808132332
Outlot 12	060808132442
Outlot 13	060808132552
Outlot 14	060808132662

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
1-37, 46-54, 86-94	300	425
38-45, 63, 77-78	350	500
55-62, 65-76, 102	400	550

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6065307
11/21/2025 10:48 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 12
The above recording information verifies that this document has been electronically recorded and returned to the submitter.

ARDENT GLEN

THIRD AMENDMENT DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF VERONA, DANE COUNTY, WI.

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

See Exhibit "A"
(Parcel Identification Numbers)

PREAMBLE

This is the Third Amendment to that certain Declaration of Protective Covenants, Conditions and Restrictions for Ardent Glen, which Declaration was dated January 18, 2024, recorded January 19, 2024 in the Office of Dane County, Wisconsin Register of Deeds as document No. 5943268 (the "Original Declaration"). The Original Declaration was subsequently amended by Amendments One and Two, each of which amendments is further described in Exhibit "D" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "D" shall be herein collectively referred to as the "Declaration"). Declarant hereby amends the Declaration as follows:

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

2) **Legal Description**. The legal description of the real property subject to this Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the "Property", the "Subdivision" or "Ardent Glen". Attached hereto as Exhibit "B" and incorporated herein by reference is a copy of the First Addition to Ardent Glen plat.

3) **Land Use and Building Type.**

   a. **Section B-2)A.** First sentence in Section B-2)A is hereby modified as follows: "Lots 4-11, 20-30, 32-33, 38-46, 55-79, 84-92 and 95-108, 123-138 and 144-148 shall be used for single family residential purposes." All other terms of Section B-2)A shall remain unchanged.

   b. **Section B-2)B.** Section B-2)B is hereby deleted in its entirety and replaced with the following: "Lots 1-3, 12-19, 31, 34-37, 47-54, 80-83, 93-94 and 121-122 shall be used for twin single family homes."

c. **Section B-2)C.** Section B-2)C is hereby deleted in its entirety and replaced with the following: "Outlots 1-3, 5, 8, 16 and 19 shall be dedicated for private alley and shall be maintained by the Association."

d. **Section B-2)G**. Section B-2)G is hereby added with the following: "Outlots 4, 10, 18 and 20 are dedicated to the City of Verona for park purposes."

e. **Section B-2)H**. Section B-2)H is hereby added with the following: "Outlots 9 and 15 are dedicated to the City for recreational trail, stormwater drainage, conveyance and management."

f. **Section B-2)I.** Section B-2)I is hereby added with the following: "Outlot 17 is reserved for future development."

4) **Easements.**

a. **Section B-7)H.** The first sentence of Section B-7)H is modified to read as follows: "Lots 1-3, 12-19, 31, 34-37, 47-54, 80-83, 93-94 and 121-122 shall be subject to a Declaration of Party Wall Agreement." All other terms of Section B-7)H shall remain unchanged.

b. **Section B-7)I.** The first sentence of Section B7)I is hereby deleted and replaced with the following: "**Shared Utility Access.** Twin home lots 1-3, 12-19, 31, 34-37, 47-54, 80-83, 93-94 and 121-122 share a fire-rated demising wall with the adjoining property." All other terms of Section B-7)I shall remain unchanged.

5) **Section B-22.** Section B-22 is hereby added with the following: "**100-year Flood Plain**. Homesites 106-108 are currently located within the Zone A floodplain (100-year flood plain) as shown on the Flood Insurance Rate Map issued by the Federal Emergency Management Agency ("FIRM" and "FEMA", respectively) which is currently being considered for adoption by the City of Verona. Seller has filed with appropriate local, state and federal agencies, as required by law, a Letter of Map Revision (the "LOMR") to amend the FIRM map adopted by FEMA/Verona. Once FEMA formally approves the LOMR for certain areas in Ardent Glen, the affected homesites in Ardent Glen will no longer be subject to Flood Plain rules and insurance."

6) **Section B-23.** Section B-23 is hereby added with the following: "**Potential Paved Path.** In the future the City may require installation of a paved path near the north side and rear yard of Homesite 108 and the rear yards of Homesites 106-107."

5) **Exhibit "C".** Exhibit "C" to the Declaration is replaced and superseded in its entirety with Exhibit "C" attached hereto and incorporated herein by reference.

[See attached signature page.]

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

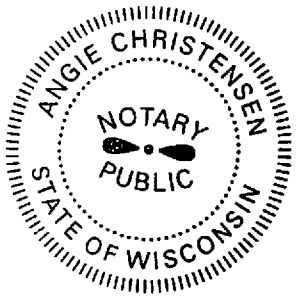
VH Ardent Glen, LLC
By: Forgewell Building Group, its Sole Member

By: Matt Brink
Matt Brink, Authorized Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

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



Angie Christensen
Notary Public
Notary Public Dane County, Wisconsin
My Commission Expires: 5/1/2028

This document was drafted by:

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

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, Associated Bank, hereby consents to the forgoing Third Amendment to Declaration of Conditions, Covenants and Restrictions for the plat Ardent Glen. 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 6th day of November, 2025.

Associated Bank, a Wisconsin Banking Corporation

By: _____

Print Name: Bryan Schreiter

Print Title: SVP-CRE

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 6 day of November, 2025, the above named Bryan Schreiter, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

ANGIE CHRISTENSEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 5/1/2028

Exhibit "A"

Lots 1-102, Outlots 1-14, Ardent Glen Plat, City of Verona, Dane County, Wisconsin

Lots 103-108, 121-138, 144-146, Outlots 15-20, First Addition to Ardent Glen, City of Verona, Dane County, Wisconsin

LOT NO.	PARCEL NO. *286/*	PLAT
1	060808120012	Ardent Glen
2	060808120122	Ardent Glen
3	060808120232	Ardent Glen
4	060808120342	Ardent Glen
5	060808120452	Ardent Glen
6	060808120562	Ardent Glen
7	060808120672	Ardent Glen
8	060808120782	Ardent Glen
9	060808120892	Ardent Glen
10	060808121002	Ardent Glen
11	060808121112	Ardent Glen
12	060808121222	Ardent Glen
13	060808121332	Ardent Glen
14	060808121442	Ardent Glen
15	060808121552	Ardent Glen
16	060808121662	Ardent Glen
17	060808121772	Ardent Glen
18	060808121882	Ardent Glen
19	060808121992	Ardent Glen
20	060808122102	Ardent Glen
21	060808122212	Ardent Glen
22	060808122322	Ardent Glen
23	060808122432	Ardent Glen
24	060808122542	Ardent Glen
25	060808122652	Ardent Glen
26	060808122762	Ardent Glen
27	060808122872	Ardent Glen
28	060808122982	Ardent Glen
29	060808123092	Ardent Glen
30	060808123202	Ardent Glen
31	060808123312	Ardent Glen
32	060808123422	Ardent Glen
33	060808123532	Ardent Glen
34	060808123642	Ardent Glen
35	060808123752	Ardent Glen
36	060808123862	Ardent Glen
37	060808123972	Ardent Glen
38	060808124082	Ardent Glen
39	060808124192	Ardent Glen
40	060808124302	Ardent Glen
41	060808124412	Ardent Glen
42	060808124522	Ardent Glen
43	060808124632	Ardent Glen
44	060808124742	Ardent Glen
45	060808124852	Ardent Glen
46	060808124962	Ardent Glen
47	060808125072	Ardent Glen
48	060808125182	Ardent Glen
49	060808125292	Ardent Glen
50	060808125402	Ardent Glen
51	060808125512	Ardent Glen
52	060808125622	Ardent Glen
53	060808125732	Ardent Glen
54	060808125842	Ardent Glen
55	060808125952	Ardent Glen
56	060808126062	Ardent Glen
57	060808126172	Ardent Glen
58	060808126282	Ardent Glen
59	060808126392	Ardent Glen
60	060808126502	Ardent Glen
61	060808126612	Ardent Glen
62	060808126722	Ardent Glen
63	060808126832	Ardent Glen
64	060808126942	Ardent Glen
65	060808127052	Ardent Glen
66	060808127162	Ardent Glen
67	060808127272	Ardent Glen
68	060808127382	Ardent Glen
69	060808127492	Ardent Glen
70	060808127602	Ardent Glen
71	060808127712	Ardent Glen
72	060808127822	Ardent Glen
73	060808127932	Ardent Glen
74	060808128042	Ardent Glen
75	060808128152	Ardent Glen
76	060808128262	Ardent Glen
77	060808128372	Ardent Glen
78	060808128482	Ardent Glen
79	060808128592	Ardent Glen
80	060808128702	Ardent Glen

LOT NO.	PARCEL NO. 286/	PLAT
81	060808128812	Ardent Glen
82	060808128922	Ardent Glen
83	060808129032	Ardent Glen
84	060808129142	Ardent Glen
85	060808129252	Ardent Glen
86	060808129362	Ardent Glen
87	060808129472	Ardent Glen
88	060808129582	Ardent Glen
89	060808129692	Ardent Glen
90	060808129802	Ardent Glen
91	060808129912	Ardent Glen
92	060808130022	Ardent Glen
93	060808130132	Ardent Glen
94	060808130242	Ardent Glen
95	060808130352	Ardent Glen
96	060808130462	Ardent Glen
97	060808130572	Ardent Glen
98	060808130682	Ardent Glen
99	060808130792	Ardent Glen
100	060808130902	Ardent Glen
101	060808131012	Ardent Glen
102	060808131122	Ardent Glen
103	060805440032	First Addition
104	060805440142	First Addition
105	060805440252	First Addition
106	060805440362	First Addition
107	060805440472	First Addition
108	060805440582	First Addition
121	060805442012	First Addition
122	060805442122	First Addition
123	060805442232	First Addition
124	060805442342	First Addition
125	060805442452	First Addition
126	060805442562	First Addition
127	060805442672	First Addition
128	060805442782	First Addition
129	060805442892	First Addition
130	060805443002	First Addition
131	060805443112	First Addition
132	060805443222	First Addition

LOT NO.	PARCEL NO. 286/	PLAT
133	060805443332	First Addition
134	060805443442	First Addition
135	060805443552	First Addition
136	060805443662	First Addition
137	060805443772	First Addition
138	060805443882	First Addition
144	060805444542	First Addition
145	060805444652	First Addition
146	060805444762	First Addition

LOT NO.	PARCEL NO. 286/	PLAT
Outlot 1	060808131232	Ardent Glen
Outlot 2	060808131342	Ardent Glen
Outlot 3	060808131452	Ardent Glen
Outlot 4	060808131562	Ardent Glen
Outlot 5	060808131672	Ardent Glen
Outlot 6	060808131782	Ardent Glen
Outlot 7	060808131892	Ardent Glen
Outlot 8	060808132002	Ardent Glen
Outlot 9	060808132112	Ardent Glen
Outlot 10	060808132222	Ardent Glen
Outlot 11	060808132332	Ardent Glen
Outlot 12	060808132442	Ardent Glen
Outlot 13	060808132552	Ardent Glen
Outlot 14	060808132662	Ardent Glen
Outlot 15	060805445972	First Addition
Outlot 16	060805446082	First Addition
Outlot 17	060805446192	First Addition
Outlot 18	060805446302	First Addition
Outlot 19	060805446412	First Addition
Outlot 20	060805446522	First Addition

Exhibit "B"
First Addition to Ardent Glen Plat

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

DECLARANT

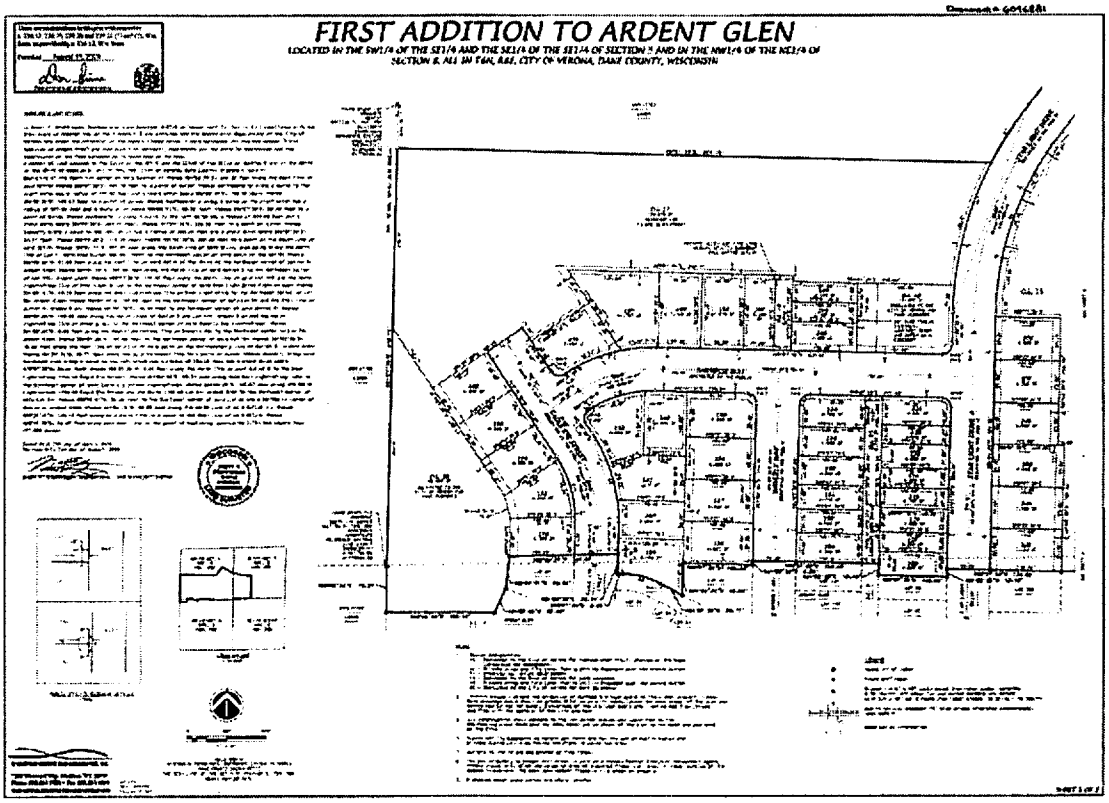
VH ARDENT GLEN LLC

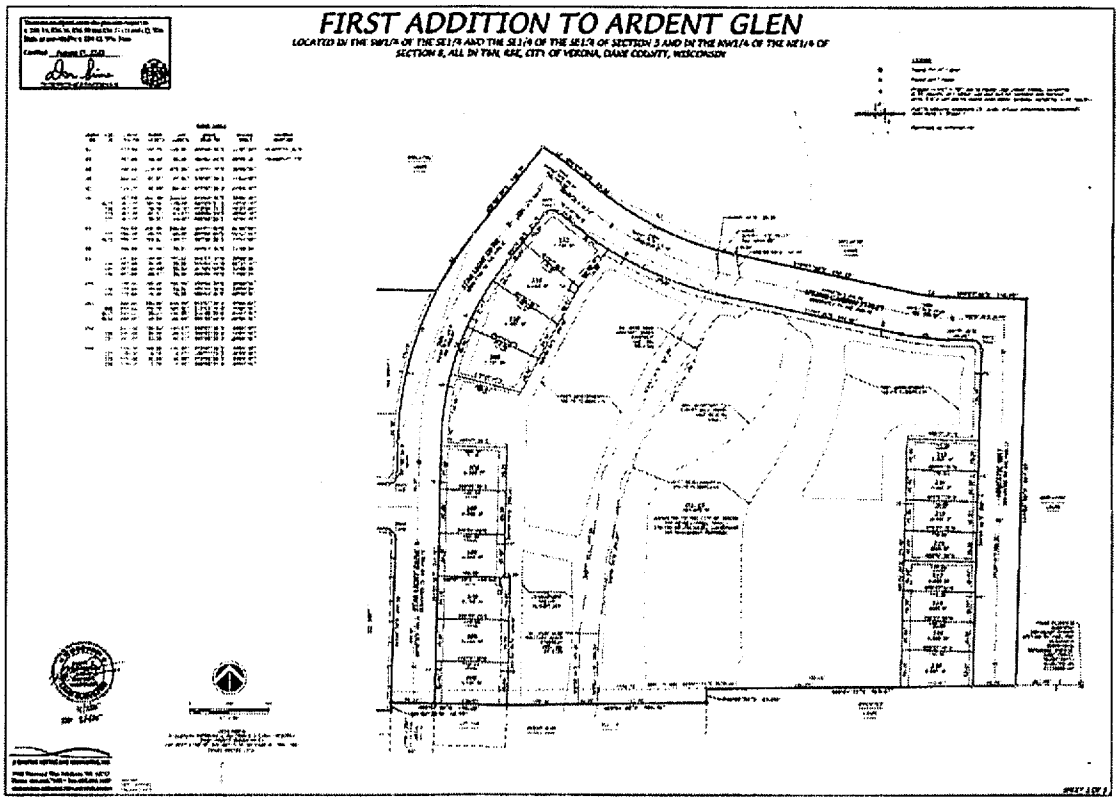
BY: FORGEWELL BUILDING GROUP, LLC, ITS SOLE MEMBER

By: Matt Brink

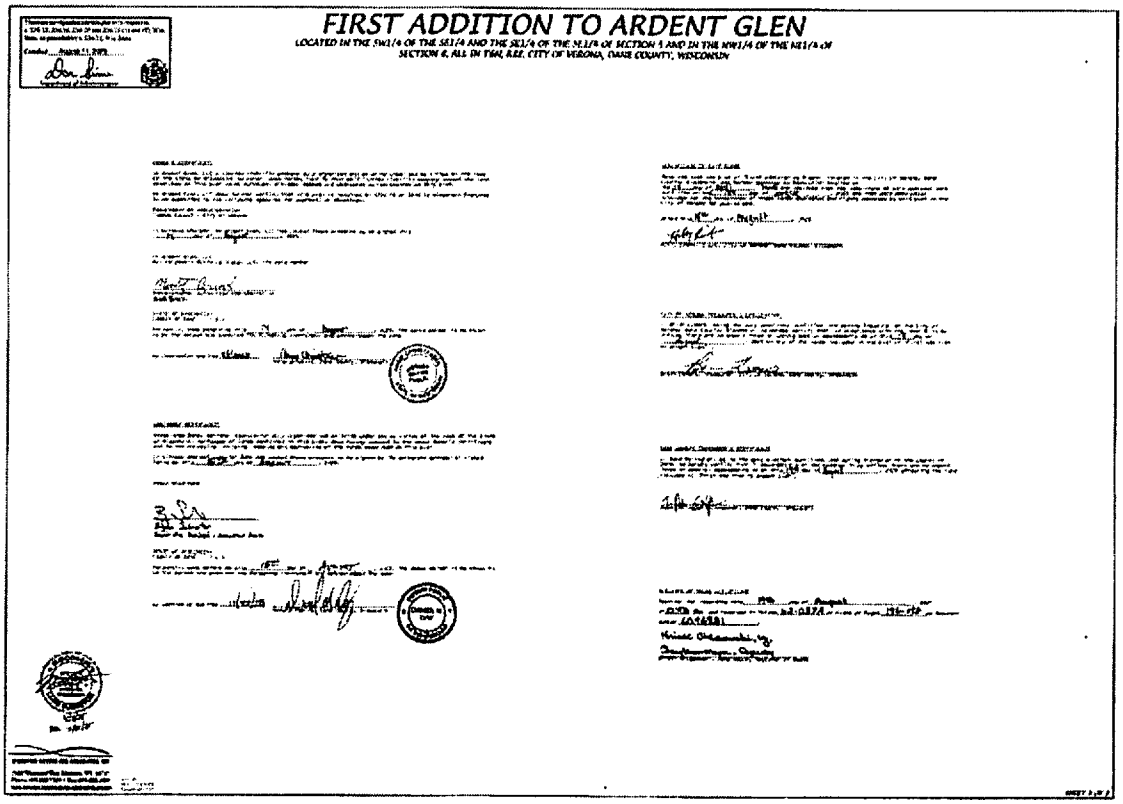
Print Name: Matt Brink

Print Title: Authorized Representative





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



FIRST ADDITION TO ARDENT GLEN

LOCATED IN THE SW1/4 OF THE SE1/4 AND THE SE1/4 OF THE NE1/4 OF SECTION 5 AND IN THE NW1/4 OF THE NE1/4 OF SECTION 8, ALL IN T5N, R8E, CITY OF VERONA, DANE COUNTY, WISCONSIN

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

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
1-37, 46-54, 80-101, 121-134, 144-146	300	425
38-45, 63-64, 77-78	350	500
55-62, 65-76, 79, 102-108, 135-138	400	550

EXHIBIT "D"

Description of Original Declaration and Amendments

	Document	Recording Date	Document Number
1.)	Original Declaration	1/19/2024	5943268
2.)	First Amendment	10/4/2024	5989136
3.)	Second Amendment	11/15/2024	5996611