

Document No.

**ACACIA RIDGE  
THIRD AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**CITY OF MADISON, DANE COUNTY, WI.**

**PREAMBLE**

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5624586  
08/13/2020 09:11 AM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 9

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

See Exhibit "B"  
(Parcel Identification Numbers)

This is the Third Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Acacia Ridge, which Declaration was dated February 28, 2019, recorded March 1, 2019 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5472669 (the "Original Declaration") which the Original Declaration was subsequently amended by Amendments One through Two, each of which amendments is further described in Exhibit "C" attached hereto and incorporated herein by reference (the Original Declaration and the amendments described in Exhibit "C" shall be herein collectively referred to as the "Declaration". This Amendment is made by VH Acacia Ridge, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "Declarant") and/or its successors and assigns. Declarant hereby amends the Declaration as follows:

- 1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.
- 2) **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 "Acacia Ridge".

- 3) **Exhibit “E”.** Exhibit “E” attached to and made part of the Declaration is deleted in its entirety and replaced with Exhibit “E” attached hereto.
- 4) **Effect of Amendment.** This Amendment amends and supersedes all conflicting provisions in the Declaration. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

**[Signatures on following pages]**

IN WITNESS WHEREOF, the said VH Acacia Ridge LLC, a Wisconsin Limited Liability Company has caused these presents to be signed and sealed this 12 day of August, 2020

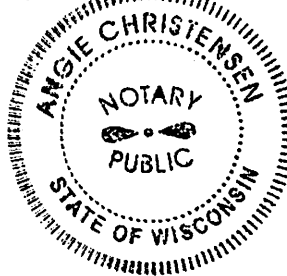
VH Acacia Ridge, LLC  
By: VH Holdings, LLC, Its Sole Member

By: Chris Ehlers  
Chris Ehlers, Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                          ) ss  
COUNTY OF DANE        )


Personally came before me this 12 day of August, 2020 Chris Ehlers the Authorized Signatory of VH Acacia Ridge, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.



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

East South Point LLC, a Wisconsin Limited Liability Company, in the capacity of owner of certain Lots hereby consents to the foregoing Third Amendment to Declaration of Protective Covenants, Conditions and Restrictions for the Plat of Acacia Ridge and has caused these presents to be signed and sealed this 12 day of August, 2020

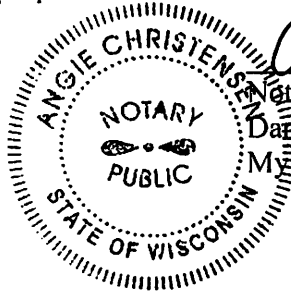
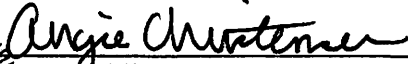
**East South Point, LLC**  
**By: VH Holdings, LLC, Its Sole Member**

By:   
Chris Ehlers, Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF DANE )

Personally came before me this 12 day of August, 2020 Chris Ehlers the Authorized Signatory of East South Point, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

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


**DOCUMENT DRAFTED BY:**  
Atty. Gregory J. Paradise

**CONSENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS**

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

Dated at Madison, Wisconsin this 12<sup>th</sup> day of August, 2020

**The Park Bank, a Wisconsin Banking Corporation**

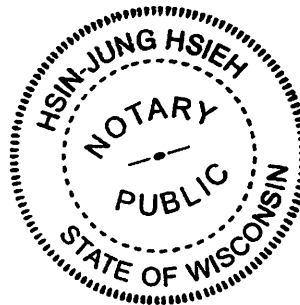
By:   
Print Name: Michael Johnston  
Title: First Vice President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                          ) ss.  
COUNTY OF DANE    )

Personally came before me this 12 day of August, 2020, the above named Michael Johnston, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Hsin-Jung Hsieh  
Notary Public  
County of Dane, State of Wisconsin  
My Commission Expires: 3/18/24



**Exhibit "A"**

Lots 1-6, 16-43, 50-56, 65-105, 119-121, 131-139 and Outlots 1, 3 and 4, Acacia Ridge, City of Madison, Dane County, Wisconsin.

**Exhibit "B"**

LOT #	PARCEL NUMBER	STREET ADDRESS
1	0708 - 284 - 2203 - 3	802 FEATHER SOUND DR
2	0708 - 284 - 2204 - 1	808 FEATHER SOUND DR
3	0708 - 284 - 2205 - 9	814 FEATHER SOUND DR
4	0708 - 284 - 2206 - 7	820 FEATHER SOUND DR
5	0708 - 284 - 2207 - 5	826 FEATHER SOUND DR
6	0708 - 284 - 2208 - 3	832 FEATHER SOUND DR
16	0708 - 284 - 0108 - 7	9510 WATTS RD
17	0708 - 284 - 0107 - 9	9402 WATTS RD 604 FEATHER SOUND DR
18	0708 - 284 - 0101 - 1	9383 HARVEST MOON LN
19	0708 - 284 - 0102 - 9	9381 HARVEST MOON LN
20	0708 - 284 - 0103 - 7	9379 HARVEST MOON LN
21	0708 - 284 - 0104 - 5	9377 HARVEST MOON LN
22	0708 - 284 - 0105 - 3	9375 HARVEST MOON LN
23	0708 - 284 - 0106 - 1	9373 HARVEST MOON LN <i>Portion of Lot 23 located within the Middleton/Cross Plains</i>
23	0708 - 284 - 0199 - 6	9373 HARVEST MOON LN # SCH <i>Portion of Lot 23 located within the City of Madison School</i>
24	0708 - 284 - 0305 - 9	9341 HONEY ELM LN
25	0708 - 284 - 0304 - 1	9345 HONEY ELM LN
26	0708 - 284 - 0303 - 3	9349 HONEY ELM LN
27	0708 - 284 - 0302 - 5	9353 HONEY ELM LN
28	0708 - 284 - 0301 - 7	9357 HONEY ELM LN
29	0708 - 281 - 0508 - 5	531 FEATHER SOUND DR
30	0708 - 281 - 0507 - 7	532 ROMAN MIST WAY
31	0708 - 284 - 0601 - 1	526 STONE ARBOR TRL
32	0708 - 284 - 0602 - 9	532 STONE ARBOR TRL
33	0708 - 284 - 0603 - 7	538 STONE ARBOR TRL
34	0708 - 284 - 0604 - 5	544 STONE ARBOR TRL
35	0708 - 284 - 0705 - 1	9322 HIGHLAND GATE WAY
36	0708 - 284 - 0704 - 3	9326 HIGHLAND GATE WAY
37	0708 - 284 - 0703 - 5	9330 HIGHLAND GATE WAY
38	0708 - 284 - 0702 - 7	9334 HIGHLAND GATE WAY
39	0708 - 284 - 0701 - 9	9338 HIGHLAND GATE WAY
40	0708 - 284 - 0605 - 3	555 ROMAN MIST WAY
41	0708 - 284 - 0606 - 1	549 ROMAN MIST WAY
42	0708 - 284 - 0607 - 9	543 ROMAN MIST WAY
43	0708 - 284 - 0608 - 7	537 ROMAN MIST WAY
50	0708 - 284 - 0903 - 1	9310 HIGHLAND GATE WAY
51	0708 - 284 - 0902 - 3	9314 HIGHLAND GATE WAY
52	0708 - 284 - 0901 - 5	9318 HIGHLAND GATE WAY
53	0708 - 284 - 0805 - 9	543 STONE ARBOR TRL
54	0708 - 284 - 0806 - 7	537 STONE ARBOR TRL
55	0708 - 284 - 0807 - 5	531 STONE ARBOR TRL
56	0708 - 284 - 0808 - 3	525 STONE ARBOR TRL
65	0708 - 284 - 1007 - 0	627 STONE ARBOR TRL
66	0708 - 284 - 1006 - 2	623 STONE ARBOR TRL
67	0708 - 284 - 1005 - 4	619 STONE ARBOR TRL
68	0708 - 284 - 1004 - 6	615 STONE ARBOR TRL
69	0708 - 284 - 1003 - 8	611 STONE ARBOR TRL
70	0708 - 284 - 1002 - 0	607 STONE ARBOR TRL
71	0708 - 284 - 1001 - 2	603 STONE ARBOR TRL
72	0708 - 284 - 0510 - 4	9324 WATTS RD

LOT #	PARCEL NUMBER	STREET ADDRESS
73	0708 - 284 - 0509 - 7	9328 WATTS RD
74	0708 - 284 - 0508 - 9	9332 WATTS RD
75	0708 - 284 - 0507 - 1	9336 WATTS RD
76	0708 - 284 - 0506 - 3	9340 WATTS RD
77	0708 - 284 - 0505 - 5	9344 WATTS RD
78	0708 - 284 - 0504 - 7	9348 WATTS RD
79	0708 - 284 - 0503 - 9	9352 WATTS RD
80	0708 - 284 - 0502 - 1	9356 WATTS RD
81	0708 - 284 - 0501 - 3	9360 WATTS RD
82	0708 - 284 - 0401 - 5	9363 HIGHLAND GATE WAY
83	0708 - 284 - 0402 - 3	9359 HIGHLAND GATE WAY
84	0708 - 284 - 0403 - 1	9355 HIGHLAND GATE WAY
85	0708 - 284 - 0404 - 9	9351 HIGHLAND GATE WAY
86	0708 - 284 - 0405 - 7	9347 HIGHLAND GATE WAY
87	0708 - 284 - 0406 - 5	9343 HIGHLAND GATE WAY
88	0708 - 284 - 0407 - 3	9339 HIGHLAND GATE WAY
89	0708 - 284 - 0408 - 1	9335 HIGHLAND GATE WAY
90	0708 - 284 - 0409 - 9	9331 HIGHLAND GATE WAY
91	0708 - 284 - 0410 - 6	9327 HIGHLAND GATE WAY
92	0708 - 284 - 0411 - 4	9323 HIGHLAND GATE WAY
93	0708 - 284 - 2301 - 5	9369 WATTS RD
94	0708 - 284 - 2302 - 3	9366 WATTS RD
95	0708 - 284 - 2303 - 1	9361 WATTS RD
96	0708 - 284 - 2304 - 9	9347 WATTS RD
97	0708 - 284 - 2305 - 7	9343 WATTS RD
98	0708 - 284 - 2306 - 5	9339 WATTS RD
99	0708 - 284 - 2307 - 3	9335 WATTS RD
100	0708 - 284 - 2308 - 1	9331 WATTS RD
101	0708 - 284 - 2309 - 9	9327 WATTS RD
102	0708 - 284 - 2310 - 6	9323 WATTS RD
103	0708 - 284 - 2311 - 4	9319 WATTS RD
104	0708 - 284 - 2312 - 2	9315 WATTS RD
105	0708 - 284 - 2313 - 0	9311 WATTS RD
119	0708 - 284 - 2403 - 9	9348 SLEEPY POND WAY
120	0708 - 284 - 2402 - 1	9352 SLEEPY POND WAY
121	0708 - 284 - 2401 - 3	9356 SLEEPY POND WAY
131	0708 - 284 - 2509 - 5	837 FEATHER SOUND DR
132	0708 - 284 - 2508 - 7	833 FEATHER SOUND DR
133	0708 - 284 - 2507 - 9	829 FEATHER SOUND DR
134	0708 - 284 - 2506 - 1	825 FEATHER SOUND DR
135	0708 - 284 - 2505 - 3	821 FEATHER SOUND DR
136	0708 - 284 - 2504 - 5	817 FEATHER SOUND DR
137	0708 - 284 - 2503 - 7	813 FEATHER SOUND DR
138	0708 - 284 - 2502 - 9	809 FEATHER SOUND DR
139	0708 - 284 - 2501 - 1	805 FEATHER SOUND DR
OL 1	0708 - 284 - 2201 - 7	9555 WATTS RD Private Open Space
OL 3	0708 - 284 - 2209 - 1	838 FEATHER SOUND DR Private Open Space
OL 4	0708 - 284 - 0306 - 7	656 ROMAN MIST WAY Private Open Space

EXHIBIT "C"

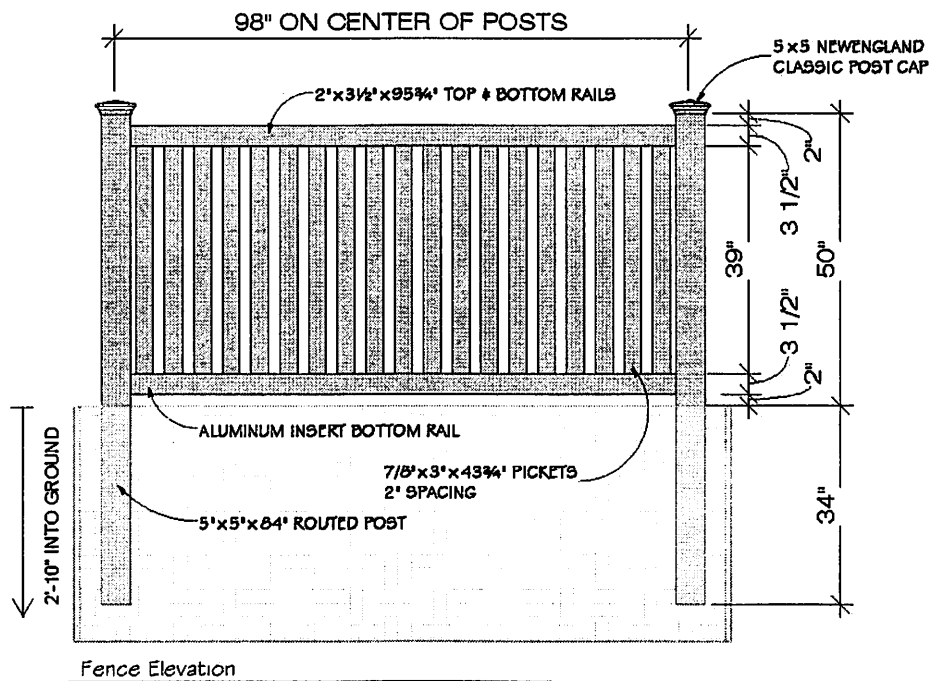
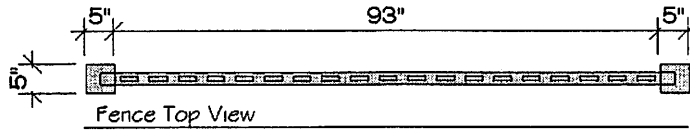
Description of Original Declaration and Amendments

	<u>Document</u>	<u>Recording Date</u>	<u>Document Number</u>
1.	Original Declaration	3/1/2019	5472669
2.	First Amendment	8/30/2019	5517963
3.	Second Amendment	4/13/2020	5577303



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



6901 South Towne Drive  
 Madison, WI 53713  
 Phone 608.226.3100  
 Fax 608.226.0600

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

Document No.

**ACACIA RIDGE  
SECOND AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**CITY OF MADISON, DANE COUNTY, WI.**

**PREAMBLE**

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5577303  
04/13/2020 12:08 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 8

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been electronically recorded and  
returned to the submitter.\*\*

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

See Exhibit "B"  
(Parcel Identification Numbers)

This is the Second Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Acacia Ridge, which Declaration was dated February 28, 2019, recorded March 1, 2019 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5472669, amended by a First Amendment dated August 28, 2019, recorded August 30, 2019 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5517963 (collectively the "Declaration"). This Amendment is made by VH Acacia Ridge, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "Declarant") and/or its successors and assigns. Declarant hereby amends the Declaration as follows:

- 1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration.
- 2) **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 "Acacia Ridge".
- 3) **Section B-20.** Section B-20 is hereby created and shall read as follows: "Prairie Burns. Outlot 2 is dedicated to the City of Madison (the "City") and the City will coordinate a prairie burn adjacent to Lots 1-15 and Outlot 3 as a crucial component in prairie restoration. 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 prairie burn may be conducted in the spring (from snow melt to mid-May) and/or late in the fall when most of the fuel (plants to be burned) are tan and dry. Burning late in the spring often does the most damage to non-native weeds that often green up earlier than native plants. Each Owner will be responsible to plant some vegetation (i.e. cool season grasses) along the eastern edge of their individual Lots within 10 feet of their rear property line. Fences will not be allowed within 10 feet of the rear property line without prior written permission of the Committee and/or Association. The City may need to access Lots 1-15 and Outlot 3 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.

- 4) **Stop/Signal Light Assessment.** At a future date, when the traffic warrants it, the City of Madison may install stop lights at the intersection of South Point Road/Watts Road and may assess the cost through an area wide assessment district, which assessment Buyer will be responsible for.
- 5) **Association Management.** The Association is required to retain a professional property management company with the experience necessary to perform the duties of the Association (the "Management Company"). The Association shall enter into a management contract (the "Management Contract") with the Management Company on such terms and conditions as the Association and the Management Company shall agree. The initial Management Company is DSI Real Estate Group, Inc., a Wisconsin Corporation, which is affiliated with the Declarant by reason of common ownership. The Management Contract between DSI Real Estate Group, Inc. and the Association has not been negotiated on an arm's length basis.
- 6) **General Fund.** As used herein, the term "Surplus" shall mean the amount by which assessments collected by the Management Company on behalf of the Association to pay for common expenses relating to the Property exceed the common expenses for the fiscal year in question. The Management Company shall deposit and hold any Surplus in the Association's operating account maintained by the Management Company. The Surplus, in the discretion of the Association working in conjunction with the Management Company, may be applied to future Association expenses as they become due, but there shall be no obligation on either the Association's or the Management Company's part to return the Surplus to lot owners.
- 7) **Calculation of Assessments.**

A) Notwithstanding anything else set forth in the 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.

**B)** 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.

- 8) Effect of Amendment.** This Amendment amends and supersedes all conflicting provisions in the Declaration. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

**[Signatures on next page]**

IN WITNESS WHEREOF, the said VH Acacia Ridge LLC, a Wisconsin Limited Liability Company has caused these presents to be signed and sealed this 10 day of April, 2020

VH Acacia Ridge, LLC  
By: VH Holdings, LLC, Its Sole Member

By: [Signature]  
Chris Ehlers, Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
                                          ) ss  
COUNTY OF DANE         )

Personally came before me this 10 day of April, 2020, Chris Ehlers the Authorized Signatory of VH Acacia Ridge, 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.



[Signature]  
Notary Public  
Dane County, Wisconsin  
My Commission Expires: May 1, 2020

DOCUMENT DRAFTED BY:  
Atty. Gregory J. Paradise

East South Point LLC, a Wisconsin Limited Liability Company, in the capacity of owner of certain Lots hereby consents to the foregoing Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions for the Plat of Acacia Ridge and has caused these presents to be signed and sealed this 10 day of April, 2020.

**East South Point, LLC**  
**By: VH Holdings, LLC, Its Sole Member**

By: *[Signature]*  
Chris Ehlers, Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
                                          ) ss  
COUNTY OF DANE )

Personally came before me this 10 day of April, 2020, Chris Ehlers the Authorized Signatory of East South Point, 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.



*[Signature]*  
Notary Public  
Dane County, Wisconsin  
My Commission Expires: May 1, 2020

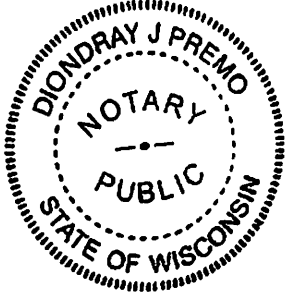
**CONSENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS**

The undersigned, The Park Bank, a Wisconsin Banking Corporation, hereby consents to the forgoing Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions for the Plat of Acacia Ridge. 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 7<sup>th</sup> day of April, 2020.

The Park Bank, a Wisconsin Banking Corporation

By: Michael Johnston  
 Print Name: Michael Johnston  
 Title: First Vice President



**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                           ) ss.  
 COUNTY OF DANE    )

Personally came before me this 7<sup>th</sup> day of April, 2020 the above named Michael Johnston, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Diondray J. Premo  
 Notary Public  
 County of Dane, State of Wisconsin  
 My Commission Expires: 10/9/22

**Exhibit "A"**

Lots 1-6, 16-43, 50-56, 65-105, 119-121, 131-139 and Outlots 1, 3 and 4, Acacia Ridge, City of Madison, Dane County, Wisconsin.



**Exhibit "B"**

LOT #	PARCEL NUMBER	STREET ADDRESS
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84	0708 - 284 - 0403 - 1	9355 HIGHLAND GATE WAY
85	0708 - 284 - 0404 - 9	9361 HIGHLAND GATE WAY
86	0708 - 284 - 0405 - 7	9347 HIGHLAND GATE WAY
87	0708 - 284 - 0406 - 5	9343 HIGHLAND GATE WAY
88	0708 - 284 - 0407 - 3	9339 HIGHLAND GATE WAY
89	0708 - 284 - 0408 - 1	9335 HIGHLAND GATE WAY
90	0708 - 284 - 0409 - 9	9331 HIGHLAND GATE WAY
91	0708 - 284 - 0410 - 6	9327 HIGHLAND GATE WAY
92	0708 - 284 - 0411 - 4	9323 HIGHLAND GATE WAY
93	0708 - 284 - 2301 - 5	9359 WATTS RD
94	0708 - 284 - 2302 - 3	9355 WATTS RD
95	0708 - 284 - 2303 - 1	9351 WATTS RD
96	0708 - 284 - 2304 - 9	9347 WATTS RD
97	0708 - 284 - 2305 - 7	9343 WATTS RD
98	0708 - 284 - 2306 - 5	9339 WATTS RD
99	0708 - 284 - 2307 - 3	9335 WATTS RD
100	0708 - 284 - 2308 - 1	9331 WATTS RD
101	0708 - 284 - 2309 - 9	9327 WATTS RD
102	0708 - 284 - 2310 - 6	9323 WATTS RD
103	0708 - 284 - 2311 - 4	9319 WATTS RD
104	0708 - 284 - 2312 - 2	9315 WATTS RD
105	0708 - 284 - 2313 - 0	9311 WATTS RD
119	0708 - 284 - 2403 - 9	9348 SLEEPY POND WAY
120	0708 - 284 - 2402 - 1	9352 SLEEPY POND WAY
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131	0708 - 284 - 2509 - 5	837 FEATHER SOUND DR
132	0708 - 284 - 2508 - 7	833 FEATHER SOUND DR
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OL 1	0708 - 284 - 2201 - 7	9555 WATTS RD Private Open Space
OL 3	0708 - 284 - 2209 - 1	838 FEATHER SOUND DR Private Open Space
OL 4	0708 - 284 - 0306 - 7	556 ROMAN MIST WAY Private Open Space

Document No.

**ACACIA RIDGE  
FIRST AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**CITY OF MADISON, DANE COUNTY, WI.**

**PREAMBLE**

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5517963  
08/30/2019 11:58 AM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 10

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

See Exhibit "B"  
(Parcel Identification Numbers)

This is the First Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Acacia Ridge, which Declaration was dated February 28, 2019, recorded March 1, 2019 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5472669 (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 "Acacia Ridge".

3) The table in Section A-3)A is hereby deleted and replaced with the following:

	<u>Use</u>	<u>Number of Assessment Units</u>
1)	Single Family:	One (1) per Dwelling Unit.
2)	Twin Homes (2 unit residential)	One (1) per Dwelling Unit (each side defined as a dwelling unit)
3)	Multi-Family Residential Apartments	Seventy-five/100ths (.75) per Dwelling Unit
4)	Mixed Use: Commercial/Office/Retail Development	Seventy-five/100ths (.75) per Dwelling Unit

4) Section B-2) Land Use and Building Type

- a. Section B-2)F is hereby deleted in its entirety and replaced with the following: "Outlots 5, 6, 7, 8, 9, 10, 11, 14, 21 and 22 are dedicated for public alley purposes."
- b. Section B-2)G is hereby deleted in its entirety and replaced with the following: "Outlots 2, 12, 13, 16 and 19 are dedicated to the public for storm water management and drainage purposes."
- c. Section B-2)H is hereby deleted in its entirety.
- d. Section B-2)I is hereby deleted in its entirety and replaced with the following: "Outlots 2, 12, 13, 16, 18 and 20 are subject to a public sidewalk and bike path easement."
- e. Section B-2)K is hereby deleted in its entirety and replaced with the following: "Outlot 20 is dedicated to the public for park purposes."
- f. Section B-2)L is hereby deleted in its entirety and replaced with the following: "Outlots 3, 4, 17 and 18 are to be used for private open space and shall be maintained by the Association."
- g. Section B-2)O is hereby added and shall read as follows: "Outlot 1 is to be used for private open space for sign and landscaping purposes and shall be maintained by the Association."

5) Section B-2)P is hereby added and shall read as follows:

"1) *Lease Requirements.* The following provisions are not applicable to Lots 16 and 17 of the Subdivision. An Owner may rent its dwelling by written Lease (a "Lease"), provided that

- a) The term of any such Lease shall not be less than six (6) months;
- b) The Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed Lease, and the written approval for any proposed extension of the Lease; and
- c) The Lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the Lease is subject and subordinate to those instruments; and
- d) The Lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be

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

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

3) *Violations / Remedies.*

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

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

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

- 6) Section D-2)C is hereby deleted in its entirety.
- 7) Exhibit "E" attached to and made part of the Declaration is deleted in its entirety and replaced with Exhibit "E" attached hereto.
- 8) Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

**[Signatures on next page]**

IN WITNESS WHEREOF, the said VH Acacia Ridge LLC, a Wisconsin Limited Liability Company has caused these presents to be signed and sealed this 28 day of August, 2019.

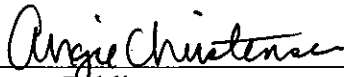
VH Acacia Ridge, LLC  
By: VH Holdings, LLC, Its Sole Member

By:   
Chris Ehlers, Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
                                          ) ss  
COUNTY OF DANE        )

Personally came before me this 28 day of August, 2019, Chris Ehlers the Authorized Signatory of VH Acacia Ridge, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

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

**DOCUMENT DRAFTED BY:**  
Atty. Gregory J. Paradise

East South Point LLC, a Wisconsin Limited Liability Company, in the capacity of owner of certain Lots hereby consents to the foregoing First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for the Plat of Acacia Ridge and has caused these presents to be signed and sealed this 28 day of August, 2019.

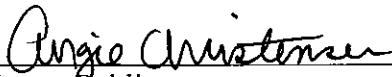
**East South Point, LLC**  
**By: VH Holdings, LLC, Its Sole Member**

By:   
Chris Ehlers, Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF WISCONSIN   )  
                                          ) ss  
COUNTY OF DANE         )

Personally came before me this 28 day of August, 2019, Chris Ehlers the Authorized Signatory of East South Point, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

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

**\* LOT 16 and 17 OWNER \***

FMI Development LLC, a Wisconsin Limited Liability Company, in the capacity of owner of Lots 16 and 17 hereby consents to the foregoing First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for the Plat of Acacia Ridge and has caused these presents to be signed and sealed this 25 day of August, 2019.

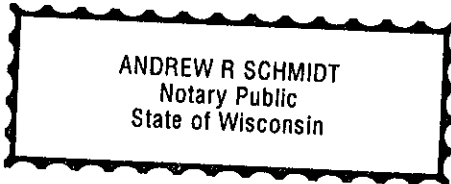
**FMI Development, LLC**

By: *[Signature]*  
Print Name: Dan R Schmidt  
Title: Manager

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                      ) ss  
COUNTY OF DANE            )

Personally came before me this 25<sup>th</sup> day of August, 2019, the above named Dan R Schmidt of FMI Development, 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.



*[Signature]*  
Notary Public  
Dane County, Wisconsin  
My Commission Expires: 23 Oct, 2020

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, The Park Bank, a Wisconsin Banking Corporation, hereby consents to the forgoing First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for the Plat of Acacia Ridge. 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 26<sup>th</sup> day of August, 2019

The Park Bank, a Wisconsin Banking Corporation

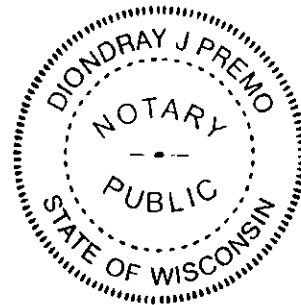
By: Michael Johnston

Print Name: Michael Johnston

Title: First Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )



Personally came before me this 26<sup>th</sup> day of August, 2019, the above named Michael Johnston, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Diondray J. Premo  
Notary Public  
County of Dane, State of Wisconsin  
My Commission Expires: 10/9/22



**Exhibit "A"**

Lots 1-6, 16-43, 50-56, 65-105, 119-121, 131-139 and Outlots 1, 3 and 4, Acacia Ridge, City of Madison, Dane County, Wisconsin.

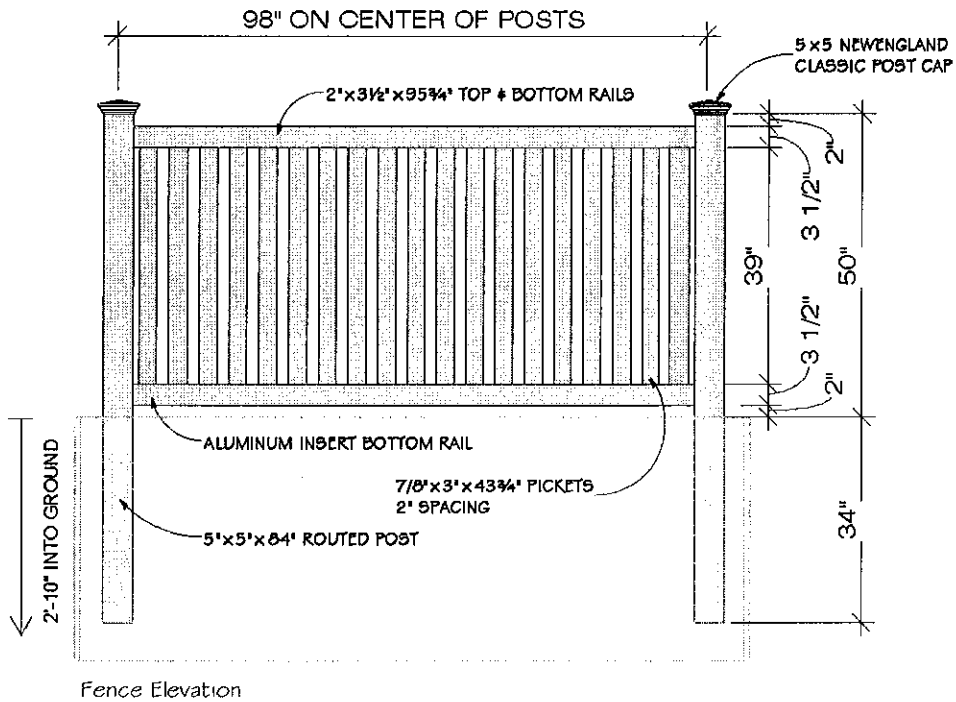
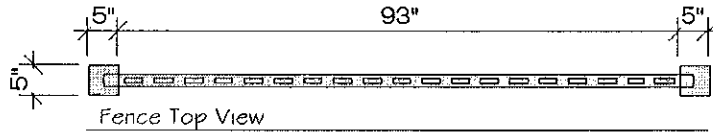
Exhibit "B"

LOT #	PARCEL NUMBER	STREET ADDRESS
1	0708 - 284 - 2203 - 3	802 FEATHER SOUND DR
2	0708 - 284 - 2204 - 1	808 FEATHER SOUND DR
3	0708 - 284 - 2205 - 9	814 FEATHER SOUND DR
4	0708 - 284 - 2206 - 7	820 FEATHER SOUND DR
5	0708 - 284 - 2207 - 5	826 FEATHER SOUND DR
6	0708 - 284 - 2208 - 3	832 FEATHER SOUND DR
16	0708 - 284 - 0108 - 7	9510 WATTS RD
17	0708 - 284 - 0107 - 9	9402 WATTS RD 604 FEATHER SOUND DR
18	0708 - 284 - 0101 - 1	9383 HARVEST MOON LN
19	0708 - 284 - 0102 - 9	9381 HARVEST MOON LN
20	0708 - 284 - 0103 - 7	9379 HARVEST MOON LN
21	0708 - 284 - 0104 - 5	9377 HARVEST MOON LN
22	0708 - 284 - 0105 - 3	9375 HARVEST MOON LN
23	0708 - 284 - 0106 - 1	9373 HARVEST MOON LN <i>Portion of Lot 23 located within the Middleton/Cross Plains</i>
23	0708 - 284 - 0199 - 6	9373 HARVEST MOON LN # SCH <i>Portion of Lot 23 located within the City of Madison School</i>
24	0708 - 284 - 0305 - 9	9341 HONEY ELM LN
25	0708 - 284 - 0304 - 1	9345 HONEY ELM LN
26	0708 - 284 - 0303 - 3	9349 HONEY ELM LN
27	0708 - 284 - 0302 - 5	9353 HONEY ELM LN
28	0708 - 284 - 0301 - 7	9357 HONEY ELM LN
29	0708 - 281 - 0508 - 5	531 FEATHER SOUND DR
30	0708 - 281 - 0507 - 7	532 ROMAN MIST WAY
31	0708 - 284 - 0601 - 1	526 STONE ARBOR TRL
32	0708 - 284 - 0602 - 9	532 STONE ARBOR TRL
33	0708 - 284 - 0603 - 7	538 STONE ARBOR TRL
34	0708 - 284 - 0604 - 5	544 STONE ARBOR TRL
35	0708 - 284 - 0705 - 1	9322 HIGHLAND GATE WAY
36	0708 - 284 - 0704 - 3	9326 HIGHLAND GATE WAY
37	0708 - 284 - 0703 - 5	9330 HIGHLAND GATE WAY
38	0708 - 284 - 0702 - 7	9334 HIGHLAND GATE WAY
39	0708 - 284 - 0701 - 9	9338 HIGHLAND GATE WAY
40	0708 - 284 - 0605 - 3	555 ROMAN MIST WAY
41	0708 - 284 - 0606 - 1	549 ROMAN MIST WAY
42	0708 - 284 - 0607 - 9	543 ROMAN MIST WAY
43	0708 - 284 - 0608 - 7	537 ROMAN MIST WAY
50	0708 - 284 - 0903 - 1	9310 HIGHLAND GATE WAY
51	0708 - 284 - 0902 - 3	9314 HIGHLAND GATE WAY
52	0708 - 284 - 0901 - 5	9318 HIGHLAND GATE WAY
53	0708 - 284 - 0805 - 9	543 STONE ARBOR TRL
54	0708 - 284 - 0806 - 7	537 STONE ARBOR TRL
55	0708 - 284 - 0807 - 5	531 STONE ARBOR TRL
56	0708 - 284 - 0808 - 3	525 STONE ARBOR TRL
65	0708 - 284 - 1007 - 0	627 STONE ARBOR TRL
66	0708 - 284 - 1006 - 2	623 STONE ARBOR TRL
67	0708 - 284 - 1005 - 4	619 STONE ARBOR TRL
68	0708 - 284 - 1004 - 6	615 STONE ARBOR TRL
69	0708 - 284 - 1003 - 8	611 STONE ARBOR TRL
70	0708 - 284 - 1002 - 0	607 STONE ARBOR TRL
71	0708 - 284 - 1001 - 2	603 STONE ARBOR TRL
72	0708 - 284 - 0510 - 4	9324 WATTS RD

LOT #	PARCEL NUMBER	STREET ADDRESS
73	0708 - 284 - 0509 - 7	9328 WATTS RD
74	0708 - 284 - 0508 - 9	9332 WATTS RD
75	0708 - 284 - 0507 - 1	9336 WATTS RD
76	0708 - 284 - 0506 - 3	9340 WATTS RD
77	0708 - 284 - 0505 - 5	9344 WATTS RD
78	0708 - 284 - 0504 - 7	9348 WATTS RD
79	0708 - 284 - 0503 - 9	9352 WATTS RD
80	0708 - 284 - 0502 - 1	9356 WATTS RD
81	0708 - 284 - 0501 - 3	9360 WATTS RD
82	0708 - 284 - 0401 - 5	9363 HIGHLAND GATE WAY
83	0708 - 284 - 0402 - 3	9359 HIGHLAND GATE WAY
84	0708 - 284 - 0403 - 1	9355 HIGHLAND GATE WAY
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OL 1	0708 - 284 - 2201 - 7	9555 WATTS RD Private Open Space
OL 3	0708 - 284 - 2209 - 1	838 FEATHER SOUND DR Private Open Space
OL 4	0708 - 284 - 0306 - 7	556 ROMAN MIST WAY Private Open Space

# Exhibit "E"

## STRATFORD



**NOTE:**

**MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)**

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

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



6801 South Towne Drive  
 Madison, WI 53713  
 Phone 608.226.3100  
 Fax 609.226.0600

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



Document No.

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5472669  
03/01/2019 03:36 PM  
Trans. Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 35

# ACACIA RIDGE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

## CITY OF MADISON, DANE COUNTY, WI.

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

### PREAMBLE

See Exhibit "B"  
(Parcel Identification Numbers)

This Declaration of Protective Covenants, Conditions and Restrictions (the "**Declaration**") made this 28 day of February, 2019, by VH Acacia Ridge, LLC, a Wisconsin Limited Liability Company (collectively, hereinafter referred to as the "**Declarant**") and/or its successors and assigns.

**WHEREAS**, Declarant is the owner of real property legally described as the plat of Acacia Ridge (the "**Plat**") located in the City of Madison, Dane County, Wisconsin, more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

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

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

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

38

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

**NOW, THEREFORE**, the Declarant declares that the Lots 1-421, Outlots 1-23 and public and/or private alleyways legally described and depicted in Exhibit "A", attached hereto and incorporated herein by reference, will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

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

**A-1) Definitions.**

**A)** "Association" shall mean and refer to as Acacia Ridge Homeowners Association, Inc., and its successors and assigns.

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

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

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

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

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

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

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

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

**B) Voting Rights.**

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

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

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

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

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

**A-3) Description.**

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

<u>Use</u>	<u>Number of Assessment Units</u>
1) Single Family:	One (1) per Dwelling Unit.
2) Twin Homes (2 unit residential)	One (1) per Dwelling Unit (each side defined as a dwelling unit)
3) Multi-Family Residential Apartments	Thirty/100ths (.30) per Dwelling Unit.
4) Mixed Use: Commercial/Office/Retail Development	Twenty/100ths (.20) per 1,000 square feet of useable space

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

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

**D) Ownership.**

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

2) At the time of purchase, legal title to a percentage interest in the Common Property shall be deemed conveyed with each lot to an Owner, whether or not specified on the deed to the Owner. Legal title to the percentage interest in the Common Property shall be deemed conveyed with any

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

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

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

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

##### A) **Maintenance Requirements.**

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

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

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



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

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

**B) Assessments.**

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

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

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

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

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

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

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

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

**A)** Lots 1-15, 18-62, 65-105, 110-311 and 313-421 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)** Lot 16 shall be used for Mixed Use or Multi-family residential purposes.

**C)** Lot 17 shall be used for Multi-family residential purposes.

**D)** Lots 63-64 and 106-109 shall be used for twin single family homes.

**E)** Lot 312, owned by Madison Metropolitan School District ("MMSD") as a school site. None of the provisions of this Declaration of Protective Covenants, Conditions and Restrictions and/or amendments shall be effective against said Lot 312.

**F)** Outlots 3, 5, 6, 7, 8, 9, 10, 11, 14, 18, 22 and 23 shall be dedicated for public alley purposes.

**G)** Outlots 1, 12, 13, 16, 20 shall be dedicated to the public and used for storm water management and drainage purposes.

- II) Outlots 1, 12, 13, 16 and 19 shall be dedicated to the public for bike path easement.
- I) Outlot 21 shall be dedicated to the public for bike path and sidewalk easement.
- J) Outlot 15 shall be reserved for future development.
- K) Outlot 21 shall be dedicated to the public for park purposes.

L) Outlots 2, 4, 17 and 19 shall be dedicated as private open space and shall be maintained by the Association.

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

- N) No vehicular access to Valley View Road from lots 200, 382-392 and 412-413.

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

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

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

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

**B-4) Dwellings and Landscaping.** The landscaping to be installed on all Lots must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points as set forth hereafter as described in Exhibit “C”, attached hereto and incorporated herein by reference and further described in the Design Guidelines. The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit “D”, attached hereto and incorporated herein by reference and further referenced in the Design Guidelines. The structure and the minimum landscaping requirements shall be completed within nine (9) months after issuance of a building permit. Landscape installed by the Declarant may or may not meet the

minimum number of required points. All driveways shall be of concrete and shall be installed within nine (9) months after substantial completion of the structure. No outbuilding or accessory building of any nature shall be erected on any Lot with the exception of detached garages approved by the Committee in advance of construction. No above-ground swimming pools shall be permitted. All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every fourteen (14) days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

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

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

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

**B-7) Easements.**

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

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

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

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

**E)** Lots 72-81, 93-106, 122-139 and 146-153 will have a building setback line along the front property line and will vary from lot to lot as noted on the Plat.

**F)** There will be a 26' wide access easement across Lot 17 for the benefit of lots 18-23.

**G)** There will be a 30' wide public water main and sanitary sewer easement on Outlots 4 and 17.

**H)** There will be a 10' wide public sidewalk easement on Outlots 4 and 17.

**I)** Lots 200, 382-392 and 412-413 will have a thirty foot (30') wide private landscaping easement granted to the Association. This landscaping easement ("Buffer") adjacent to Valley View Road and will be granted to the Association. The purpose of the Buffer is to provide a screen of vegetation to soften the edge between the Lots and public roads and to use plant materials that are aesthetically and ecologically appropriate for the urban-natural edge and to avoid plants which may invade and cause management problems in the public right of way areas. Declarant, at its sole cost and expense, shall plant trees and shrubs in the Buffer. No further plants may be installed in the Buffer without prior written permission of the Association. Fences will not be allowed in the Buffer.

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

**J)** Lots 63-64, 106-107 and 108-109 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.

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

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

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

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

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

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

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

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

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

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

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

**B-12) Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

**B-13) Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot. Garbage and Refuse containers are required to be stored in the garage and not outside visible to the public.

**B-14) Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway 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-15) Retaining Walls.** Certain homesites will have a retaining wall in the rear yard. The area beyond the rear retaining wall will be of natural grass and will not be maintained by the Association. Mowing beyond the rear retaining wall is not required of the homeowner as not all homeowners will be able to access this area. Fences are not required beyond the rear retaining wall and if fence is installed the homeowner will not be required by the Architectural Control Committee to construct a fence to the rear property line.

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

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

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

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

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

### PART C ARCHITECTURAL CONTROL COMMITTEE

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

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

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

**C-2) Architectural Control.** No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete Architectural Review Application ("**Application**"). Plans, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee. The Application can be found



on the Veridian Homes website [www.veridianhomes.com](http://www.veridianhomes.com). Select Homeowner Resources (located on the top toolbar), select Architectural Control Committee and select the appropriate application for your request.

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

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

**C-4) Procedure.**

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

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

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

**D)** The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties.

Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

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

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

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

Acacia Ridge Homeowners Association, Inc.  
Architectural Control Committee  
6801 South Towne Drive  
Madison, Wisconsin 53713

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

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

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

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

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

## **PART D** **DESIGN GUIDELINES**

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

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

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

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

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

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

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

**C) Garage.**

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

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

3) On homes with a front-entry garage the garage face must be set back a minimum of 2'-0" from the front elevation unless applicable zoning ordinances require a greater setback.

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

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

**D) Ornamental Design Elements.**

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

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

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

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

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

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

1) Roof Standards:

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

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

c) Use of an eyebrow roof is required at brick walls extending beyond a

window sill line but not into a gable and, as appropriate, at double gable returns and porch column caps.

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

2) Fascia, Soffit and Eave Standards:

- a) Facia shall be 6" minimum aluminum with colors as approved by the Architectural Control Committee, wood or composite material may be used when appropriate to the architectural style.
- b) Aluminum soffit and eave color shall match facia.
- c) A minimum 12" overhang is required at typical eaves and gable ends. However, 6" is allowable with projections less than 6'-0" in width, such as the fireplace chase, dormers and small bay windows. Larger overhangs may be required as appropriate to the architectural style.

F) **Exterior Wall Surfaces.**

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

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

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

4) Any elevations facing public streets or spaces shall have a minimum of three (3) windows with wrap trim or shutters and window grills as appropriate one (1) gable vents at all gable ends.

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

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

G) **Colors.** The Declarant or the Association, whichever is then applicable shall approve the trim, siding and roofing colors to assure the most aesthetic combination for a particular house

as well as for the Acacia Ridge Plat. Any subsequent changes in such colors shall be approved by the Declarant or Committee, whichever is then applicable.

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

**D-2) Other Improvements.**

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

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

- a)** All fencing shall be erected finish side out (i.e. pickets on the outside of the rail facing the street or neighboring lot).
- b)** Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
- c)** Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot. Gates may be required for access to utility easements.
- d)** Fencing color by Ply Gem Fence/Railing of Sandstone is the only color allowed for vinyl material.

**2)** Appropriate uses of fencing:

- a)** Fencing shall be limited to rear and side yards only.
- b)** Fencing shall meet up with the corners of the home or garage and may not project past the front face of home or garage.
- c)** Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.
- d)** Fencing at side yards of corner lots shall be placed a minimum of 6 inches from the property line (approximately 1 foot from sidewalk) for all zoning classifications.

**3)** Inappropriate use of fencing:

- a)** Fencing in front yards shall not be permitted.
- b)** Fencing shall not occur in freestanding segments or be placed

arbitrarily.

- c) Fencing shall not meet porch or deck corners.
- d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

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

- 1) Appropriate deck design shall incorporate the following criteria:
  - a) Deck(s) shall be proportionate in size to the footprint of the dwelling
  - b) Deck(s) shall be proportionate in length and width
  - c) Deck(s) shall not project past the rear or side yard setbacks
  - d) Deck(s) at side yards of corner lots may not project past the corner of the home or garage for that side facing the street.
  - e) Deck(s) must be stained or painted
- 2) Inappropriate deck design:
  - a) Deck(s) in front yards shall not be permitted.
  - b) Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.
  - c) Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

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

- 1) Fencing surrounding kennel or run must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl depicted in Exhibit "E".
  - a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
  - b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
  - c) Gates are permitted and shall be consistent with the fencing style.

All gates shall open out from the kennel or run.

- d) Fencing color by Ply Gem Fence/Railing of Sandstone is the only color allowed for vinyl material.
- 2) Appropriate placement of kennels or runs:
- a) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.
  - b) Kennel or run shall meet up with the corners of the home or garage and may not project past the face of home or garage.
  - c) Only one kennel or run is permitted per Lot.
  - d) Kennels must be oriented with the long side parallel to home.
- 3) Inappropriate placement of kennels or runs:
- a) Kennel or run in front or side yards shall not be permitted.
  - b) Kennel or run shall not occur in freestanding segments or be placed arbitrarily on the lot.
  - c) Kennel or run shall not meet porch or deck corners.
  - d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

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

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

- 1) Appropriate antennae or satellite dish placement:
- a) Only one antennae or satellite dish shall be allowed per lot.
  - b) The location of the satellite dish can be any of the following and shall not be visible from the curb directly in front of the home:
    - i. On a pole in the backyard and located close to the home.
    - ii. Attached to the deck.



iii. On the rear roof line of the home.

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

2) Inappropriate antennae or satellite dish placement:

- a) Antennae or satellite dish in front or side yards shall not be permitted.
- b) Antennae or satellite dish shall not interfere with utility equipment.

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

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

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

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

## **PART E**

### **GENERAL PROVISIONS**

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

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

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

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

**E-5) Parade of Homes and/or Condominiums.** So long as Developer shall own any Lots in the Development, or condominium units in any condominium located within the Development (collectively a "Lot/Unit"). Developer reserves the right to submit some or all of said Lots/Units as a site for the Parade of Home and/or the Parade of Condominiums of the Madison Area Builders Association (the "Parade"). In the event that some or all of said Lots/Units are selected as a site for a Parade, this Declaration of Protective Covenants, Conditions and Restrictions shall, as to the Lots/Units enrolled in the Parade, for a limited period of time ending 48 hours after the conclusion of the Parade, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade in this Development pursuant to the then current Parade Rules and Checklist of the Madison Area Builders Association. All purchasers of Lots/Units, and/or its successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration of Protective Covenants, Conditions and Restrictions by the Developer, the Madison Area Builders Association, or any of the builders or participants in the Parade for the period of the Parade as set forth above, including the closing of any public or private streets in the Parade area. All Lot/Unit owners appoint the Developer their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade.

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

**E-7) Notices.**

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

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

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

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

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

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

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

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

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

[Signatures on next page]

IN WITNESS WHEREOF, the said VH Acacia Ridge LLC, a Wisconsin Limited Liability Company has caused these presents to be signed and sealed this 28 day of February, 2019.

VH Acacia Ridge, LLC  
By: VH Holdings, LLC, Its Sole Member

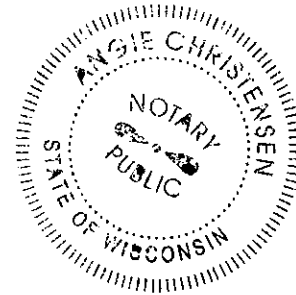
By: [Signature]  
Chris Ehlers, Authorized Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN     )  
                                          ) ss  
COUNTY OF DANE         )

Personally came before me this 28 day of February, 2019, Chris Ehlers the Authorized Signatory of VH Acacia Ridge, 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.

[Signature]  
Notary Public  
Dane County, Wisconsin  
My Commission Expires: 5-1-20, 20  



Drafted by: Chris Ehlers

East South Point LLC, a Wisconsin Limited Liability Company, in the capacity of owner of certain Lots made subject to this Declaration hereby consents to the foregoing Declaration and has caused these presents to be signed and sealed this 28 day of February, 2019.

East South Point, LLC  
By: VH Holdings, LLC, Its Sole Member

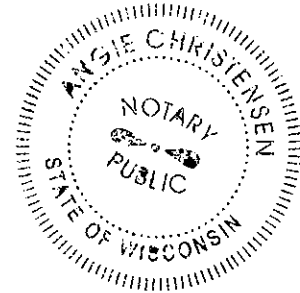
By: Chris Ehlers  
Chris Ehlers, Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                  ) ss  
COUNTY OF DANE            )

Personally came before me this 28 day of February, 2019, Chris Ehlers the Authorized Signatory of East South Point, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

Angie Christensen  
Notary Public  
Dane County, Wisconsin  
My Commission Expires: 5-20, 20  



The Gerard F. Dohm Revocable Living Trust Dated August 28, 1991, hereby consents to the foregoing instrument in the capacity of Owner of Lots 16 and 17 of the Plat and as Vendor under that certain Land on tract with VH Acacia Ridge, L.L.C of even date herewith.

The Gerard F. Dohm Revocable Living Trust Dated August 28, 1991

By: Richard E. Dohm

Print Name: RICHARD E. DOHM

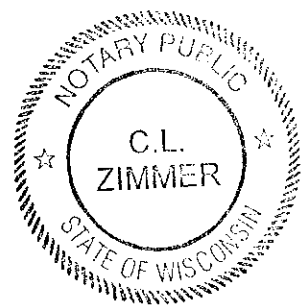
Print Title: TRUSTEE

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
                                      ) ss  
COUNTY OF DANE        )

Personally came before me this 28<sup>TH</sup> day of FEB., 2019 the above named person to me know to be such person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

C.L. Zimmer  
Notary Public  
Dane County, Wisconsin  
My Commission Expires: 2-28, 2020



The Charlene C. Dohm, Trustee or Successors in Interest, of the Charlene C. Dohm Revocable Living Trust Dated September 27, 2016 and any Amendments Thereto, hereby consents to the foregoing instrument in the capacity as Vendor under certain Land Contract with VH Acacia Ridge, I.I.C of even date herewith.

The Charlene C. Dohm, Trustee or Successors in Interest, of the Charlene C. Dohm Revocable Living Trust Dated September 27, 2016 and any Amendments Thereto

By: Charlene C Dohm, Trustee

Print Name: Charlene C. Dohm Trustee

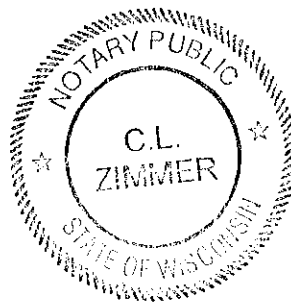
Print Title: Trustee

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
                                          ) ss  
COUNTY OF DANE                    )

Personally came before me this 28<sup>TH</sup> day of FEB., 2019, the above named person to me know to be such person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

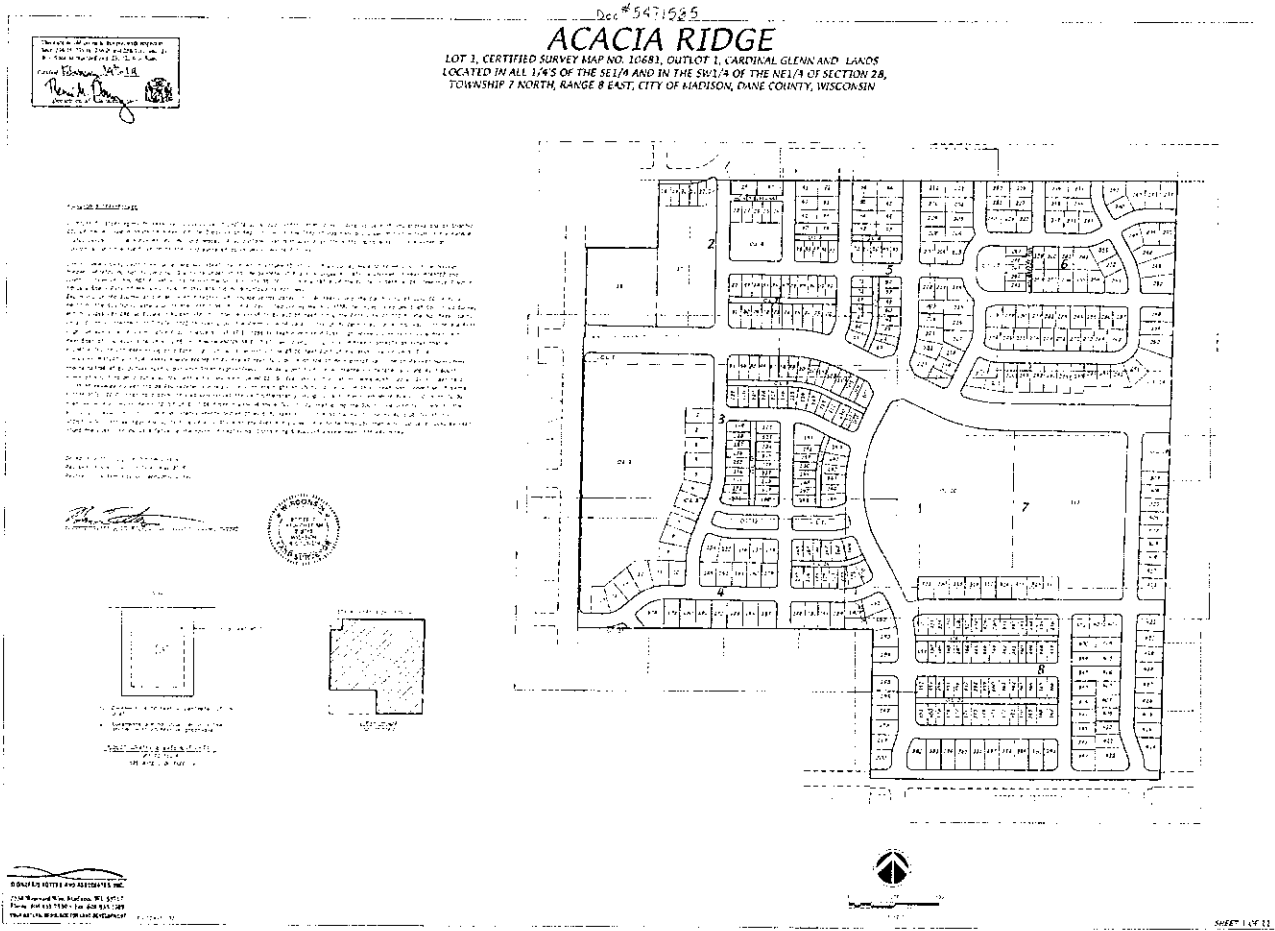
C.L. Zimmer  
Notary Public  
Dane County, Wisconsin  
My Commission Expires: 2-28, 2020



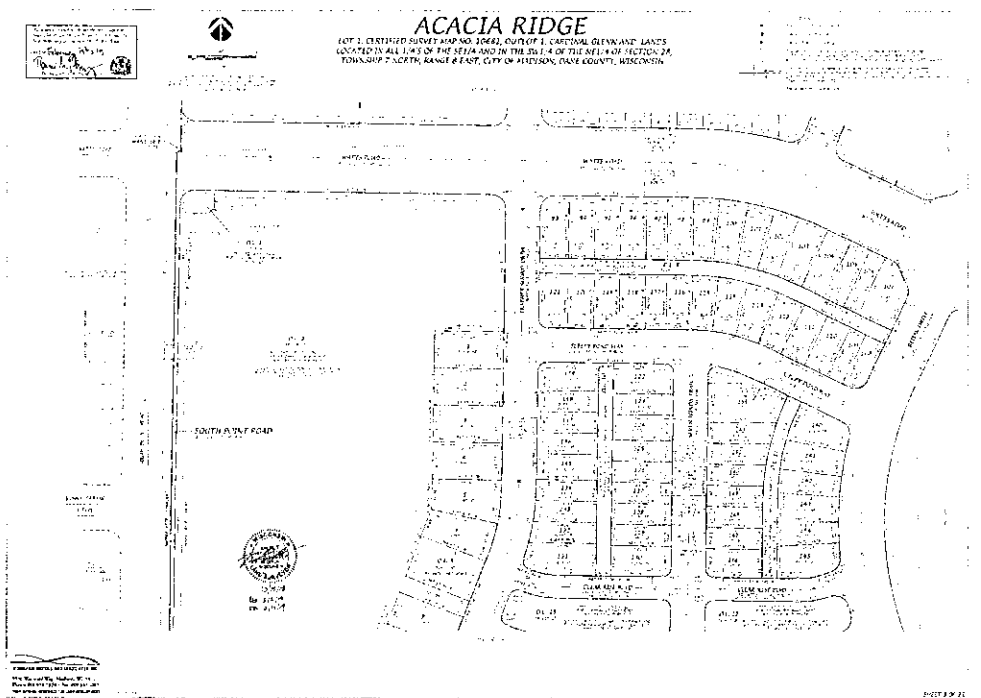
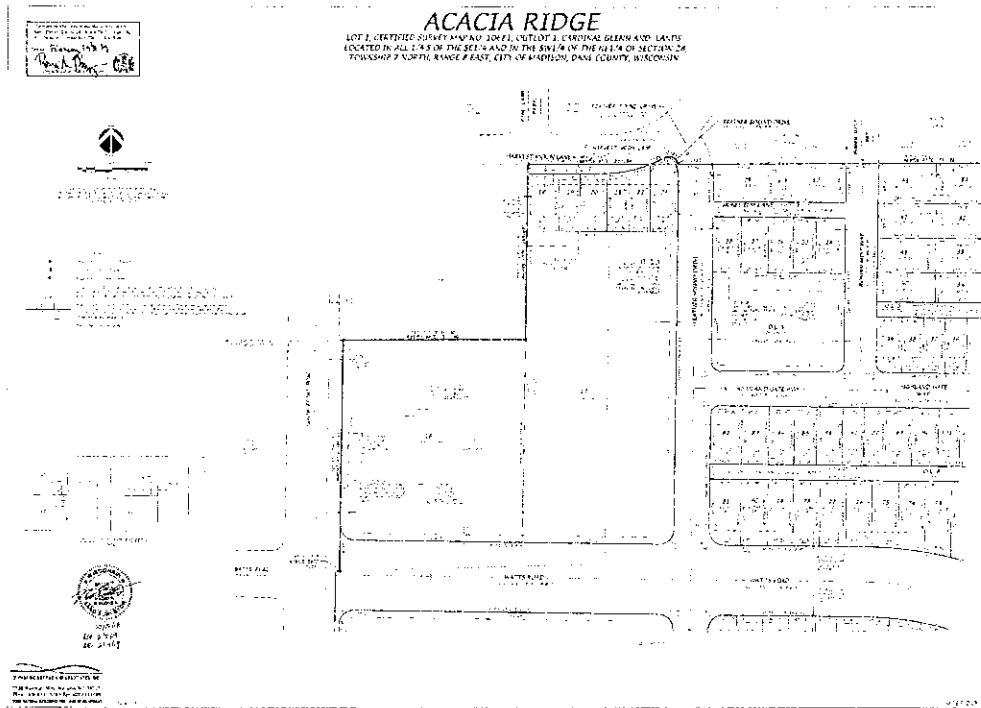
**NOTE:** Please be advised that the undersigned hereby directs viewers to ignore the illegible printed text material on the map attached to this Exhibit "A". Only the spatial relationships of the illustrations on the map are being presented for your information.

Print Name: Chris Ehlers, Authorized Signatory

### Exhibit "A"

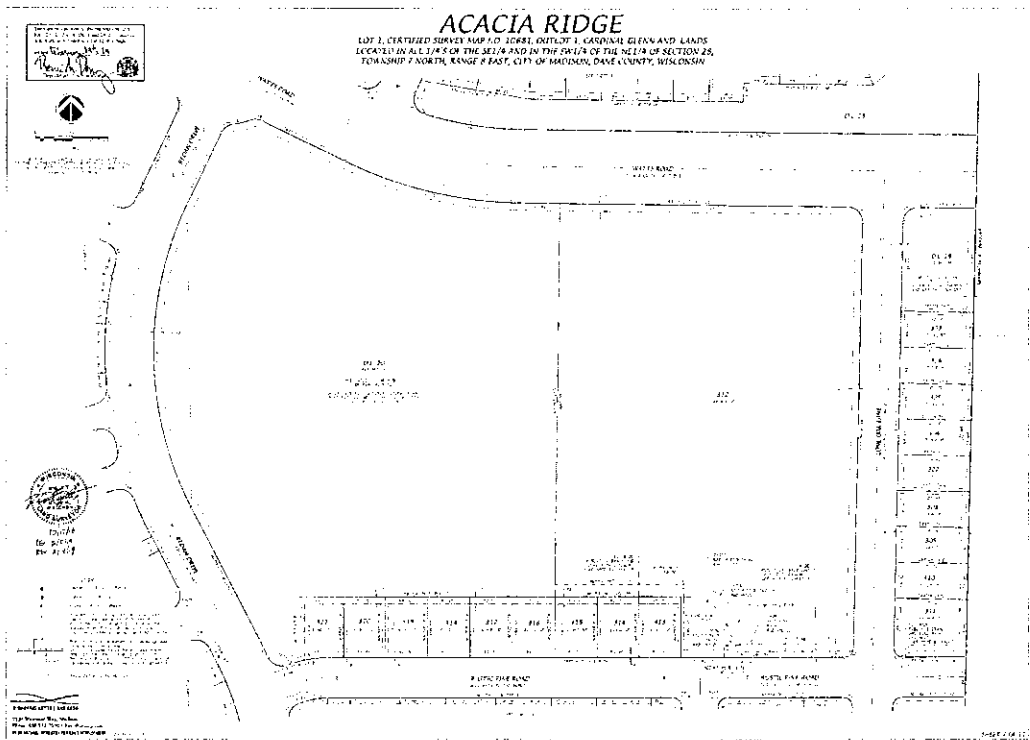
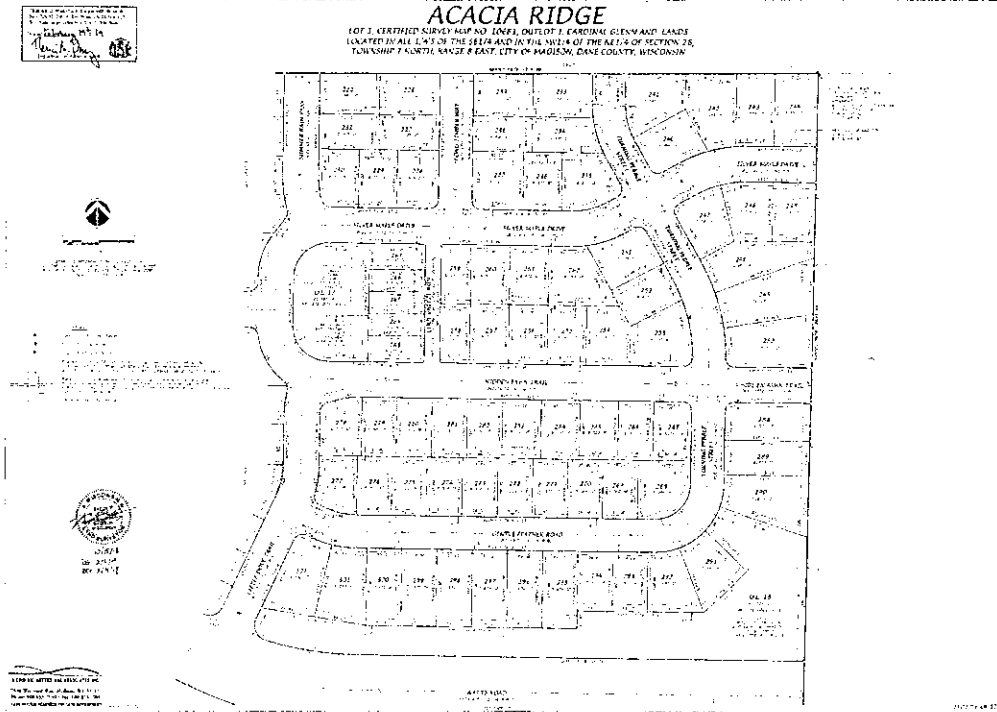




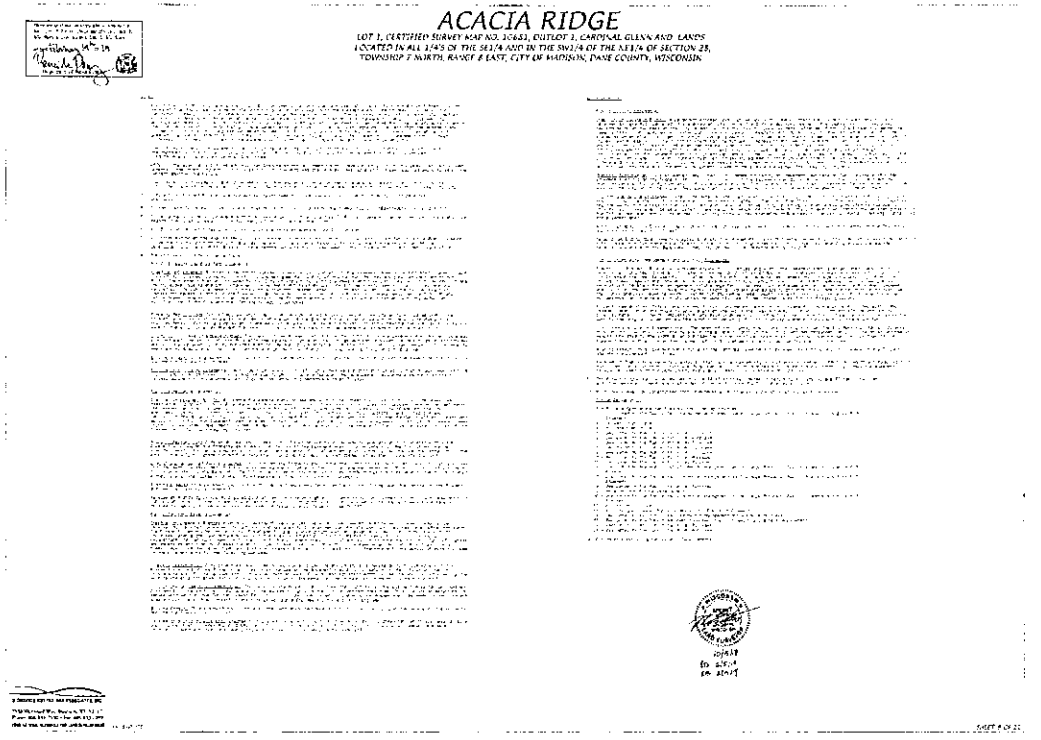
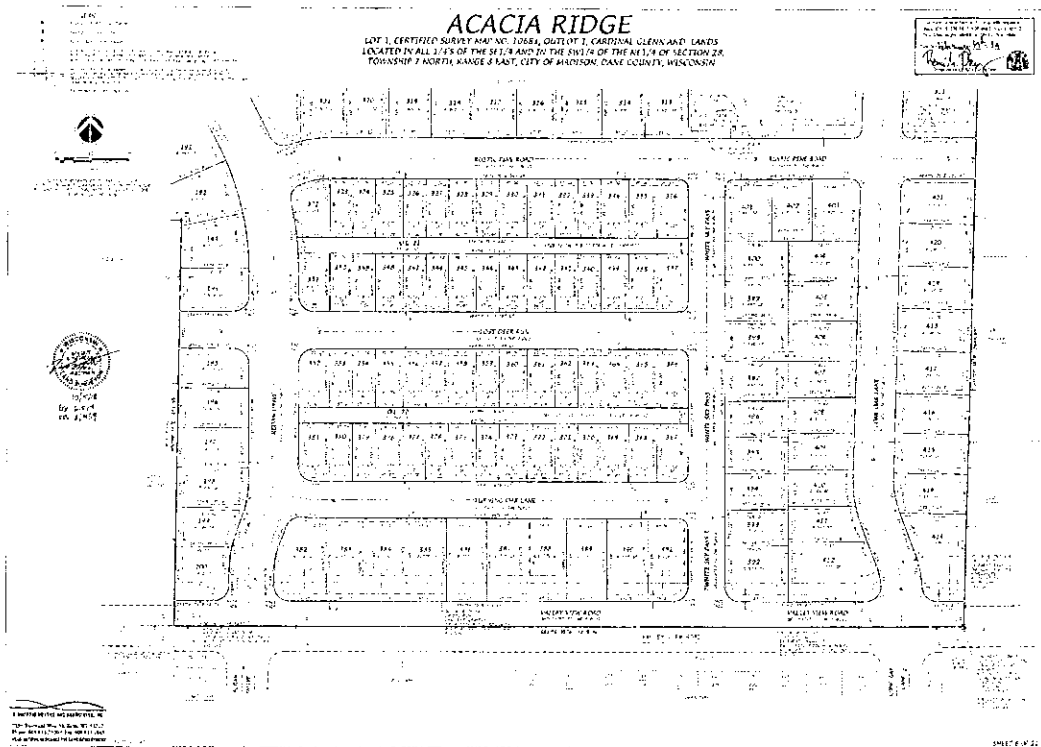


Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

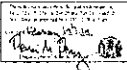




Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.



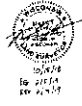
Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.



### ACACIA RIDGE

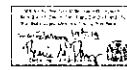
LOT 1, CERTIFIED SURVEY MAP NO. 10661, OUTLOT 1, CARDINAL GLENN AND LANDS  
LOCATED IN ALL 1/4'S OF THE SW 1/4 AND IN THE SW 1/4 OF THE NE 1/4 OF SECTION 28,  
TOWNSHIP 7 NORTH, RANGE 8 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

LINE	BEARING	DISTANCE	AREA	REMARKS
1	N 00° 00' 00" E	100.00	100.00	...
2	S 00° 00' 00" E	100.00	100.00	...
3	S 00° 00' 00" W	100.00	100.00	...
4	N 00° 00' 00" W	100.00	100.00	...



Professional seal and text at the bottom left of the first map.

Map number or reference text at the bottom right of the first map.



### ACACIA RIDGE

LOT 1, CERTIFIED SURVEY MAP NO. 10661, OUTLOT 1, CARDINAL GLENN AND LANDS  
LOCATED IN ALL 1/4'S OF THE SW 1/4 AND IN THE SW 1/4 OF THE NE 1/4 OF SECTION 28,  
TOWNSHIP 7 NORTH, RANGE 8 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

Witnessed and signed by the Surveyor on this 15th day of May, 2015.

*[Signature]*  
Surveyor

*[Signature]*  
Subdivider

*[Signature]*  
Recorder

*[Signature]*  
Notary Public



Map number or reference text at the bottom right of the second map.

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

Exhibit "B"

Lots 1-421 and Outlots 1-23, Acacia Ridge, City of Madison, Dane County, Wisconsin.

PIN's:

PART OF

251-0708-0098-0

251-0708-0099-8

251-0708-0601-4

EXHIBIT "C"

**Total Minimum Points for Landscaping**

<b>Lot(s)</b>	<b>Minimum Points for Foundation Plantings</b>	<b>Total Minimum Points for Landscaping</b>
18-30, 34-40, 47-53, 57-153, 164-177, 258-264, 322-381	300	425
1-15, 31-33, 41-46, 54-56, 154-163, 178-257, 265-311, 313-321, 382-421	350	500

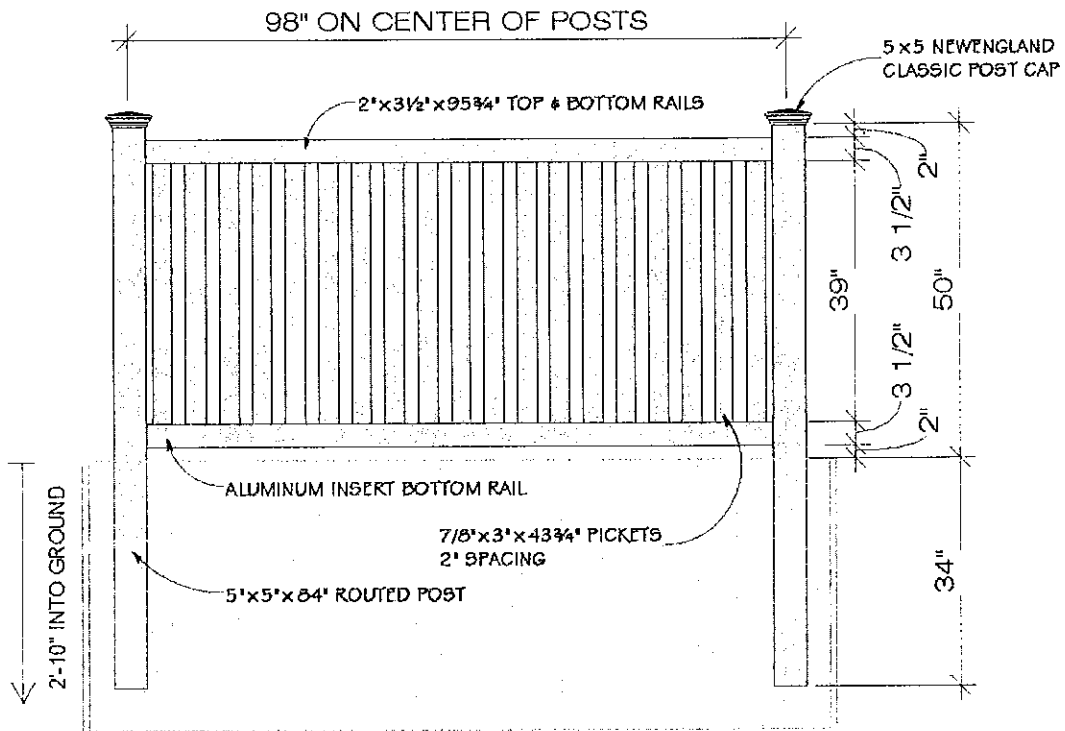
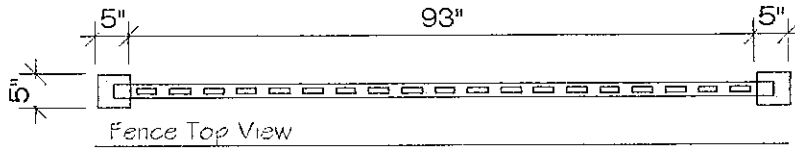
**EXHIBIT "D"**  
**Landscaping Elements**

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

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



# EXHIBIT E



**NOTE:**

MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

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

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



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Madison, WI 53713  
Phone 608.226.3100  
Fax 608.226.0600

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