

Document No.

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

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Pages: 21

**SECOND AMENDMENT TO  
BIRCHWOOD POINT  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS**

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

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

**PREAMBLE**

See Exhibit "B"  
(Parcel Identification Numbers)

This is the Second Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Birchwood Point, which Declaration was dated November 10, 2014, recorded November 18, 2014 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5111295 (the "Original Declaration") as amended by a First Amendment dated December 17, 2018, recorded December 18, 2018, in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5460436 (the "First Amendment") and collectively with the Original Declaration the "Declaration". The Declaration was signed by MREC VH Birchwood Point, LLC, a Delaware Limited Liability Company as Declarant. VH Birchwood South, LLC executes this Amendment as a co-declarant with MREC VH Birchwood Point, LLC (hereinafter such entities shall be collectively referred to as the "Declarant"). Declarant hereby amends the Declaration as follows:

- 1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration. Each entity named herein as a Declarant shall be deemed a Declarant for the purposes of the Declaration and this Amendment, but notwithstanding the foregoing, any additional amendment to the Declaration shall require the signature of both entities.
- 2) **Legal Description.** The legal description of the real property subject to this Amendment and the Declaration is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the "Property", or the "Subdivision". A reference to "Birchwood Point" shall be a reference to the recorded plat known as Birchwood Point. A reference to

“Birchwood South” shall be a reference to the recorded plat known as “Southern Addition to Birchwood Point.” Declarant subjects the entirety of the Birchwood South plat to the terms of the Declaration as amended by this Amendment. The Plat of Birchwood South is attached hereto as Exhibit “B” and incorporated herein by reference.

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

- a) Section B-2)J is hereby deleted in its entirety and replaced with the following: “Lots 232-243 and 263-338 Birchwood South, shall be used for twin single family homes subject to the guidelines and responsibilities between the Owners and the Twin Home Sub-Association as Outlined in Exhibit “I”. These twin single family homes will be assessed annually for the overall neighborhood fees as well as monthly fees associated with the Sub-Association maintenance and administrative responsibilities related to the twin single family homes noted in Exhibit “I.”
- b) Section B-18 is hereby deleted in its entirety and replaced with the following: “Fences and Markers. City of Madison may require the Declarant to install a fence or markers on Lots 209-217 Birchwood Point and Lots 232-254, 429-450 Birchwood South adjacent to parks and stormwater areas in order to deter encroachments onto City property. Owners of the foregoing Lots will be responsible to maintain in good condition in perpetuity.”
- c) Section B-19 is hereby deleted in its entirety and replaced with the following: “Lots 263-276 and 319-338 in Birchwood South 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. Lots 232-243 and 277-318 in Birchwood South shall have a joint driveway. Maintenance and replacement will be shared between the two Owners subject to Party Wall Agreement. Information related to the joint driveway will be included in the Declaration of Party Wall Agreement.”
- d) Section B-20 is hereby added and shall read as follows: “**Privacy Fences.** Twin units 268-269, Birchwood South, will have a 6’ tall by 16’ wide vinyl privacy fence (see Exhibit “E-6”) installed by Declarant on the property line of each twin unit site near the patio. Owner will be responsible for maintenance, repair and replacement at Owner’s expense.”
- e) Section B-21 is hereby added and shall read as follows:

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

- a) The term of any such Lease shall not be less than six (6) months;
- b) The Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed Lease, and the written approval for any proposed extension of the Lease; Approval by the Association may not be unreasonably withheld, conditioned, or delayed; and
- c) The Lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the Lease is subject and subordinate to those instruments; and

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

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

3) *Violations / Remedies.*

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

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

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

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

5) Exhibit "E". Exhibit "E-1" , Exhibit "E-2" and Exhibit E-3" attached to and made a part of the Declaration is deleted in its entirety and replaced with Exhibit "F-1", Exhibit "E-2", Exhibit E-3", Exhibit "E-4", Exhibit "E-5" and Exhibit "E-6" attached hereto.

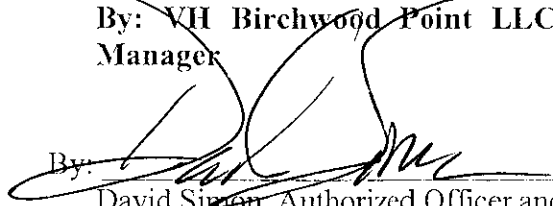
6) Exhibit "I" is here deleted in its entirety and replaced with the Exhibit "I" attached hereto.

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

IN WITNESS WHEREOF, the said MREC VII Birchwood Point, LLC, a Delaware Limited Liability Company and VII Birchwood South, LLC, a Wisconsin Limited Liability Company, have caused these presents to be signed and sealed this 8 day of August, 2019.

~~MREC VII Birchwood Point, LLC~~

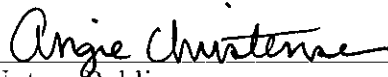
By: ~~VII Birchwood Point LLC, Member and Project Manager~~

By:   
David Simon, Authorized Officer and Signatory

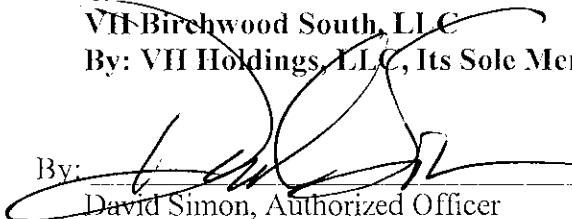
ACKNOWLEDGMENT

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF DANE         )

Personally came before me this 8 day of August, 2019, David Simon the Authorized Officer and Signatory of VII Birchwood 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

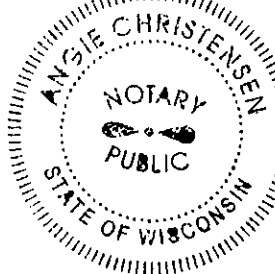
VH-Birchwood South, LLC  
By: VH Holdings, LLC, Its Sole Member

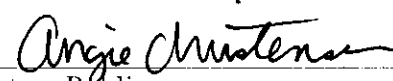
By:   
David Simon, Authorized Officer

ACKNOWLEDGMENT

STATE OF WISCONSIN    )  
  ) ss  
COUNTY OF DANE        )

Personally came before me this 8 day of August, 2019, David Simon the Authorized Officer of VH Birchwood South, 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

Drafted by Greg Paradise

CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, First Business Bank, hereby consents to the forgoing <sup>second</sup> First Amendment to Declaration of Conditions, Covenants and Restrictions for the plat of Birchwood Point. 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, 2019.

First Business Bank

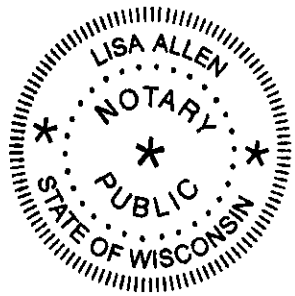
By: [Signature]  
Brian Hagen  
Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 12<sup>th</sup> day of AUGUST, 2019, the above named BRIAN E. HAGEN, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature]  
Notary Public  
County of Dane, State of Wisconsin  
My Commission Expires: OCT. 29, 2022

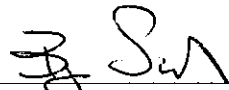


**CONSENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS**

The undersigned, Associated Bank, hereby consents to the forgoing Second Amendment to Declaration of Conditions, Covenants and Restrictions for the plat Southern Addition to Birchwood Point. 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.

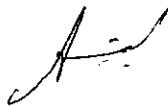
**Associated Bank, a Wisconsin Banking Corporation**

By:   
~~Steve Sosnowski~~ BRYAN SCHREITER  
Senior Vice President

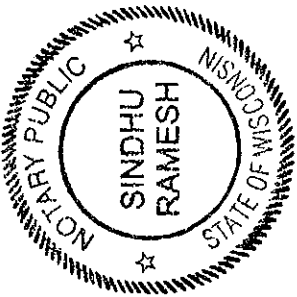
**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE    )

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



\_\_\_\_\_  
Notary Public  
County of Dane, State of Wisconsin  
My Commission Expires: 07/06/20



## **Exhibit "A"**

Lots 1-231 and Outlots 1-11, Birchwood Point, City of Madison, Dane County, Wisconsin.

Lots 232-450 and Outlots 12-30, Southern Addition to Birchwood Point, City of Madison, Dane County, Wisconsin.



## Exhibit "B"

### Birchwood Point

LOT #	PARCEL NUMBER	STREET ADDRESS
1	0708 - 291 - 0101 - 6	10202 RUSTLING BIRCH RD 402 SUGAR MAPLE LN
2	0708 - 291 - 0201 - 4	10126 RUSTLING BIRCH RD 105 SUGAR MAPLE LN
3	0708 - 291 - 0202 - 2	10122 RUSTLING BIRCH RD
4	0708 - 291 - 0203 - 0	10118 RUSTLING BIRCH RD
5	0708 - 291 - 0204 - 8	10114 RUSTLING BIRCH RD
6	0708 - 291 - 0205 - 6	10110 RUSTLING BIRCH RD
7	0708 - 291 - 0206 - 4	10106 RUSTLING BIRCH RD MADISON SCHOOL DIST
7	0708 - 291 - 0297 - 3	10105 RUSTLING BIRCH RD #SCHL MIDDLETON CROSS PLAINS SCH DIST
8	0708 - 291 - 0207 - 2	10102 RUSTLING BIRCH RD
9	0708 - 291 - 0208 - 0	2 RUSTLING BIRCH CT
10	0708 - 291 - 0209 - 8	6 RUSTLING BIRCH CT
11	0708 - 291 - 0210 - 5	10 RUSTLING BIRCH CT
12	0708 - 291 - 0211 - 3	14 RUSTLING BIRCH CT
13	0708 - 291 - 0212 - 1	18 RUSTLING BIRCH CT
14	0708 - 291 - 0213 - 9	17 RUSTLING BIRCH CT
15	0708 - 291 - 0214 - 7	13 RUSTLING BIRCH CT
16	0708 - 291 - 0215 - 5	9 RUSTLING BIRCH CT
17	0708 - 291 - 0216 - 3	5 RUSTLING BIRCH CT
18	0708 - 291 - 0217 - 1	1 RUSTLING BIRCH CT 10101 MEANDERING WAY
19	0708 - 291 - 0218 - 9	10105 MEANDERING WAY
20	0708 - 291 - 0219 - 7	10109 MEANDERING WAY
21	0708 - 291 - 0220 - 4	10113 MEANDERING WAY
*22	0708 - 291 - 0221 - 2	10117 MEANDERING WAY MADISON SCHOOL DIST
*22	0708 - 291 - 0299 - 9	10117 MEANDERING WAY # SCHL MIDDLETON CROSS PLAINS SCH DIST
*23	0708 - 291 - 0222 - 0	10121 MEANDERING WAY MADISON SCHOOL DIST
*23	0708 - 291 - 0298 - 1	10121 MEANDERING WAY # SCHL MIDDLETON CROSS PLAINS SCH DIST
24	0708 - 291 - 0223 - 8	10125 MEANDERING WAY
25	0708 - 291 - 0224 - 6	10129 MEANDERING WAY
26	0708 - 291 - 0225 - 4	10133 MEANDERING WAY
27	0708 - 291 - 0226 - 2	10137 MEANDERING WAY 303 SUGAR MAPLE LN
28	0708 - 291 - 0227 - 0	307 SUGAR MAPLE LN
29	0708 - 291 - 0228 - 8	311 SUGAR MAPLE LN
30	0708 - 291 - 0229 - 6	315 SUGAR MAPLE LN
31	0708 - 291 - 0230 - 3	319 SUGAR MAPLE LN
32	0708 - 291 - 0231 - 1	323 SUGAR MAPLE LN
33	0708 - 291 - 0232 - 9	327 SUGAR MAPLE LN
34	0708 - 291 - 0233 - 7	331 SUGAR MAPLE LN
35	0708 - 291 - 0234 - 5	403 SUGAR MAPLE LN
36	0708 - 291 - 0235 - 3	407 SUGAR MAPLE LN
37	0708 - 291 - 0236 - 1	411 SUGAR MAPLE LN
38	0708 - 291 - 0237 - 9	415 SUGAR MAPLE LN 10106 SILICON PRAIRIE PKWY
39	0708 - 291 - 0301 - 2	237 SUGAR MAPLE LN 10136 MEANDERING WAY
40	0708 - 291 - 0302 - 0	231 SUGAR MAPLE LN
41	0708 - 291 - 0303 - 8	225 SUGAR MAPLE LN
42	0708 - 291 - 0304 - 6	219 SUGAR MAPLE LN
43	0708 - 291 - 0305 - 4	213 SUGAR MAPLE LN
44	0708 - 291 - 0306 - 2	207 SUGAR MAPLE LN
45	0708 - 291 - 0307 - 0	201 SUGAR MAPLE LN 10125 RUSTLING BIRCH RD
46	0708 - 291 - 0308 - 8	10117 RUSTLING BIRCH RD
47	0708 - 291 - 0309 - 6	10113 RUSTLING BIRCH RD
48	0708 - 291 - 0310 - 3	10109 RUSTLING BIRCH RD
*49	0708 - 291 - 0311 - 1	10102 MEANDERING WAY MADISON SCHOOL DIST

LOT #	PARCEL NUMBER	STREET ADDRESS
*49	0708 - 291 - 0399 - 7	MIDDLETON CROSS PLAINS SCH DIST
*50	0708 - 291 - 0312 - 9	10108 MEANDERING WAY MADISON SCHOOL DIST
*50	0708 - 291 - 0398 - 9	MIDDLETON CROSS PLAINS SCH DIST
51	0708 - 291 - 0313 - 7	10116 MEANDERING WAY
52	0708 - 291 - 0314 - 5	10122 MEANDERING WAY
53	0708 - 291 - 0315 - 3	10128 MEANDERING WAY
54	0708 - 291 - 0401 - 0	204 SUGAR MAPLE LN
55	0708 - 291 - 0402 - 8	208 SUGAR MAPLE LN
56	0708 - 291 - 0403 - 6	212 SUGAR MAPLE LN
57	0708 - 291 - 0404 - 4	216 SUGAR MAPLE LN
58	0708 - 291 - 0405 - 2	220 SUGAR MAPLE LN
59	0708 - 291 - 0406 - 0	224 SUGAR MAPLE LN
60	0708 - 291 - 0407 - 8	228 SUGAR MAPLE LN
61	0708 - 291 - 0408 - 6	232 SUGAR MAPLE LN
62	0708 - 291 - 0409 - 4	236 SUGAR MAPLE LN
63	0708 - 291 - 0410 - 1	240 SUGAR MAPLE LN
64	0708 - 291 - 0411 - 9	244 SUGAR MAPLE LN
65	0708 - 291 - 0412 - 7	248 SUGAR MAPLE LN
66	0708 - 291 - 0413 - 5	247 BLOOMING LEAF WAY
67	0708 - 291 - 0414 - 3	243 BLOOMING LEAF WAY
68	0708 - 291 - 0415 - 1	239 BLOOMING LEAF WAY
69	0708 - 291 - 0416 - 9	235 BLOOMING LEAF WAY
70	0708 - 291 - 0417 - 7	231 BLOOMING LEAF WAY
71	0708 - 291 - 0418 - 5	227 BLOOMING LEAF WAY
72	0708 - 291 - 0419 - 3	223 BLOOMING LEAF WAY
73	0708 - 291 - 0420 - 0	219 BLOOMING LEAF WAY
74	0708 - 291 - 0421 - 8	215 BLOOMING LEAF WAY
75	0708 - 291 - 0422 - 6	211 BLOOMING LEAF WAY
76	0708 - 291 - 0423 - 4	207 BLOOMING LEAF WAY
77	0708 - 291 - 0424 - 2	203 BLOOMING LEAF WAY
78	0708 - 291 - 0501 - 8	202 BLOOMING LEAF WAY
79	0708 - 291 - 0502 - 6	206 BLOOMING LEAF WAY
80	0708 - 291 - 0503 - 4	210 BLOOMING LEAF WAY
81	0708 - 291 - 0504 - 2	214 BLOOMING LEAF WAY
82	0708 - 291 - 0505 - 0	218 BLOOMING LEAF WAY
83	0708 - 291 - 0506 - 8	222 BLOOMING LEAF WAY
84	0708 - 291 - 0507 - 6	226 BLOOMING LEAF WAY
85	0708 - 291 - 0508 - 4	230 BLOOMING LEAF WAY
86	0708 - 291 - 0509 - 2	234 BLOOMING LEAF WAY
87	0708 - 291 - 0510 - 9	238 BLOOMING LEAF WAY
88	0708 - 291 - 0511 - 7	242 BLOOMING LEAF WAY
89	0708 - 291 - 0512 - 5	246 BLOOMING LEAF WAY
90	0708 - 291 - 0513 - 3	245 SUNSHINE LN
91	0708 - 291 - 0514 - 1	241 SUNSHINE LN
92	0708 - 291 - 0515 - 9	237 SUNSHINE LN
93	0708 - 291 - 0516 - 7	233 SUNSHINE LN
94	0708 - 291 - 0517 - 5	229 SUNSHINE LN
95	0708 - 291 - 0518 - 3	225 SUNSHINE LN
96	0708 - 291 - 0519 - 1	221 SUNSHINE LN
97	0708 - 291 - 0520 - 8	217 SUNSHINE LN
98	0708 - 291 - 0521 - 6	213 SUNSHINE LN
99	0708 - 291 - 0522 - 4	209 SUNSHINE LN
100	0708 - 291 - 0523 - 2	205 SUNSHINE LN
101	0708 - 291 - 0524 - 0	201 SUNSHINE LN
102	0708 - 291 - 0601 - 6	206 SUNSHINE LN 10401 RUSTLING BIRCH RD
103	0708 - 291 - 0602 - 4	212 SUNSHINE LN
104	0708 - 291 - 0603 - 2	218 SUNSHINE LN
105	0708 - 291 - 0604 - 0	224 SUNSHINE LN

LOT #	PARCEL NUMBER	STREET ADDRESS
106	0708 - 291 - 0605 - 8	230 SUNSHINE LN
107	0708 - 291 - 0606 - 6	236 SUNSHINE LN
108	0708 - 291 - 0607 - 4	242 SUNSHINE LN 10404 MEANDERING WAY
109	0708 - 291 - 0701 - 4	304 SUNSHINE LN 10403 MEANDERING WAY
110	0708 - 291 - 0702 - 2	308 SUNSHINE LN
111	0708 - 291 - 0703 - 0	312 SUNSHINE LN
112	0708 - 291 - 0704 - 8	316 SUNSHINE LN
113	0708 - 291 - 0705 - 6	320 SUNSHINE LN
114	0708 - 291 - 0706 - 4	324 SUNSHINE LN
115	0708 - 291 - 0707 - 2	328 SUNSHINE LN
116	0708 - 291 - 0708 - 0	332 SUNSHINE LN
117	0708 - 291 - 0709 - 8	336 SUNSHINE LN
118	0708 - 291 - 0710 - 5	340 SUNSHINE LN
119	0708 - 291 - 0711 - 3	344 SUNSHINE LN
120	0708 - 291 - 0712 - 1	348 SUNSHINE LN 10402 SHADY BIRCH TRL
121	0708 - 291 - 0801 - 2	347 SUNSHINE LN 10324 SHADY BIRCH TRL
122	0708 - 291 - 0802 - 0	343 SUNSHINE LN
123	0708 - 291 - 0803 - 8	339 SUNSHINE LN
124	0708 - 291 - 0804 - 6	335 SUNSHINE LN
125	0708 - 291 - 0805 - 4	331 SUNSHINE LN
126	0708 - 291 - 0806 - 2	327 SUNSHINE LN
127	0708 - 291 - 0807 - 0	323 SUNSHINE LN
128	0708 - 291 - 0808 - 8	319 SUNSHINE LN
129	0708 - 291 - 0809 - 6	315 SUNSHINE LN
130	0708 - 291 - 0810 - 3	311 SUNSHINE LN
131	0708 - 291 - 0811 - 1	307 SUNSHINE LN
132	0708 - 291 - 0812 - 9	303 SUNSHINE LN 10247 MEANDERING WAY
133	0708 - 291 - 0813 - 7	10243 MEANDERING WAY
134	0708 - 291 - 0814 - 5	10239 MEANDERING WAY
135	0708 - 291 - 0815 - 3	10235 MEANDERING WAY
136	0708 - 291 - 0816 - 1	10231 MEANDERING WAY
137	0708 - 291 - 0817 - 9	10227 MEANDERING WAY
138	0708 - 291 - 0818 - 7	10223 MEANDERING WAY
139	0708 - 291 - 0819 - 5	10219 MEANDERING WAY
140	0708 - 291 - 0820 - 2	10215 MEANDERING WAY
141	0708 - 291 - 0821 - 0	10211 MEANDERING WAY
142	0708 - 291 - 0822 - 8	10207 MEANDERING WAY
143	0708 - 291 - 0823 - 6	10203 MEANDERING WAY 304 SUGAR MAPLE LN
144	0708 - 291 - 0824 - 4	310 SUGAR MAPLE LN
145	0708 - 291 - 0825 - 2	316 SUGAR MAPLE LN
146	0708 - 291 - 0826 - 0	322 SUGAR MAPLE LN
147	0708 - 291 - 0827 - 8	328 SUGAR MAPLE LN 10202 ARBOR MIST PASS
148	0708 - 291 - 0828 - 6	10206 ARBOR MIST PASS
149	0708 - 291 - 0829 - 4	10210 ARBOR MIST PASS
150	0708 - 291 - 0830 - 1	10214 ARBOR MIST PASS
151	0708 - 291 - 0831 - 9	10218 ARBOR MIST PASS
152	0708 - 291 - 0832 - 7	10222 ARBOR MIST PASS
153	0708 - 291 - 0833 - 5	10226 ARBOR MIST PASS
154	0708 - 291 - 0834 - 3	10230 ARBOR MIST PASS
155	0708 - 291 - 0835 - 1	402 WINDY PEAK RD
156	0708 - 291 - 0836 - 9	406 WINDY PEAK RD
157	0708 - 291 - 0837 - 7	410 WINDY PEAK RD
158	0708 - 291 - 0838 - 5	414 WINDY PEAK RD
159	0708 - 291 - 0839 - 3	418 WINDY PEAK RD
160	0708 - 291 - 0840 - 0	422 WINDY PEAK RD
161	0708 - 291 - 0841 - 8	426 WINDY PEAK RD 10320 SHADY BIRCH TRL

LOT #	PARCEL NUMBER	STREET ADDRESS
162	0708 - 291 - 0901 - 0	10316 SHADY BIRCH TRL 431 WINDY PEAK RD
163	0708 - 291 - 0902 - 8	427 WINDY PEAK RD
164	0708 - 291 - 0903 - 6	423 WINDY PEAK RD
165	0708 - 291 - 0904 - 4	419 WINDY PEAK RD
166	0708 - 291 - 0905 - 2	415 WINDY PEAK RD
167	0708 - 291 - 0906 - 0	411 WINDY PEAK RD
168	0708 - 291 - 0907 - 8	405 WINDY PEAK RD 10227 ARBOR MIST PASS
169	0708 - 291 - 0908 - 6	402 BLUE MOON DR 10227 ARBOR MIST PASS
170	0708 - 291 - 0909 - 4	406 BLUE MOON DR
171	0708 - 291 - 0910 - 1	410 BLUE MOON DR
172	0708 - 291 - 0911 - 9	414 BLUE MOON DR
173	0708 - 291 - 0912 - 7	418 BLUE MOON DR
174	0708 - 291 - 0913 - 5	422 BLUE MOON DR
175	0708 - 291 - 0914 - 3	426 BLUE MOON DR
176	0708 - 291 - 0915 - 1	430 BLUE MOON DR
177	0708 - 291 - 0916 - 9	10304 SHADY BIRCH TRL 442 BLUE MOON DR
178	0708 - 291 - 0917 - 7	10308 SHADY BIRCH TRL
179	0708 - 291 - 0918 - 5	10312 SHADY BIRCH TRL
180	0708 - 291 - 1001 - 7	10222 SHADY BIRCH TRL 445 BLUE MOON DR
181	0708 - 291 - 1002 - 5	441 BLUE MOON DR
182	0708 - 291 - 1003 - 3	437 BLUE MOON DR
183	0708 - 291 - 1004 - 1	433 BLUE MOON DR
184	0708 - 291 - 1005 - 9	429 BLUE MOON DR
185	0708 - 291 - 1006 - 7	425 BLUE MOON DR
186	0708 - 291 - 1007 - 5	421 BLUE MOON DR
187	0708 - 291 - 1008 - 3	417 BLUE MOON DR
188	0708 - 291 - 1009 - 1	413 BLUE MOON DR
189	0708 - 291 - 1010 - 8	409 BLUE MOON DR
190	0708 - 291 - 1011 - 6	405 BLUE MOON DR
191	0708 - 291 - 1012 - 4	401 BLUE MOON DR 10205 ARBOR MIST PASS
192	0708 - 291 - 1013 - 2	404 SUGAR MAPLE LN 10201 ARBOR MIST PASS
193	0708 - 291 - 1014 - 0	408 SUGAR MAPLE LN
194	0708 - 291 - 1015 - 8	412 SUGAR MAPLE LN
195	0708 - 291 - 1016 - 6	416 SUGAR MAPLE LN
196	0708 - 291 - 1017 - 4	420 SUGAR MAPLE LN
197	0708 - 291 - 1018 - 2	424 SUGAR MAPLE LN
198	0708 - 291 - 1019 - 0	428 SUGAR MAPLE LN
199	0708 - 291 - 1020 - 7	432 SUGAR MAPLE LN
200	0708 - 291 - 1021 - 5	436 SUGAR MAPLE LN
201	0708 - 291 - 1022 - 3	440 SUGAR MAPLE LN
202	0708 - 291 - 1023 - 1	444 SUGAR MAPLE LN
203	0708 - 291 - 1024 - 9	448 SUGAR MAPLE LN
204	0708 - 291 - 1025 - 7	452 SUGAR MAPLE LN
205	0708 - 291 - 1026 - 5	10202 SHADY BIRCH TRL 456 SUGAR MAPLE LN
206	0708 - 291 - 1027 - 3	10206 SHADY BIRCH TRL
207	0708 - 291 - 1028 - 1	10210 SHADY BIRCH TRL
208	0708 - 291 - 1029 - 9	10216 SHADY BIRCH TRL
209	0708 - 291 - 1101 - 5	10323 SHADY BIRCH TRL
210	0708 - 291 - 1102 - 3	10319 SHADY BIRCH TRL
211	0708 - 291 - 1103 - 1	10315 SHADY BIRCH TRL
212	0708 - 291 - 1104 - 9	10311 SHADY BIRCH TRL
213	0708 - 291 - 1105 - 7	10307 SHADY BIRCH TRL
214	0708 - 291 - 1106 - 5	10303 SHADY BIRCH TRL
215	0708 - 291 - 1107 - 3	10229 SHADY BIRCH TRL

LOT #	PARCEL NUMBER	STREET ADDRESS
216	0708 - 291 - 1108 - 1	10225 SHADY BIRCH TRL
217	0708 - 291 - 1109 - 9	10221 SHADY BIRCH TRL
218	0708 - 291 - 1110 - 6	10213 SHADY BIRCH TRL
219	0708 - 291 - 1111 - 4	10209 SHADY BIRCH TRL
220	0708 - 291 - 1112 - 2	10205 SHADY BIRCH TRL
221	0708 - 291 - 1113 - 0	10201 SHADY BIRCH TRL 502 SUGAR MAPLE LN
222	0708 - 291 - 1201 - 3	423 SUGAR MAPLE LN 10107 SILICON PRAIRIE PKWY
223	0708 - 291 - 1202 - 1	427 SUGAR MAPLE LN
224	0708 - 291 - 1203 - 9	431 SUGAR MAPLE LN
225	0708 - 291 - 1204 - 7	435 SUGAR MAPLE LN
226	0708 - 291 - 1205 - 5	439 SUGAR MAPLE LN
227	0708 - 291 - 1206 - 3	443 SUGAR MAPLE LN
228	0708 - 291 - 1207 - 1	447 SUGAR MAPLE LN
229	0708 - 291 - 1208 - 9	451 SUGAR MAPLE LN
230	0708 - 291 - 1209 - 7	455 SUGAR MAPLE LN
231	0708 - 291 - 1210 - 4	459 SUGAR MAPLE LN
OL 1	0708 - 291 - 0103 - 2	10354 RUSTLING BIRCH RD
OL 2	0708 - 291 - 0102 - 4	10350 RUSTLING BIRCH RD
OL 3	0708 - 291 - 0238 - 7	101 SUGAR MAPLE LN
OL 4	0708 - 291 - 0239 - 5	21 RUSTLING BIRCH CT
OL 5		<i>Dedicated Public Alley, no parcel number assigned</i>
OL 6	0708 - 291 - 0425 - 0	252 SUGAR MAPLE LN 10201 RUSTLING BIRCH RD 10210 MEANDERING WAY
OL 7		<i>parcel number assigned</i>
OL 8		<i>parcel number assigned</i>
OL 9	0708 - 291 - 1114 - 8	10327 SHADY BIRCH TRL
OL 10	0708 - 291 - 1115 - 6	10217 SHADY BIRCH TRL 506 SUGAR MAPLE LN
OL 11	0708 - 291 - 1211 - 2	505 SUGAR MAPLE LN 10103 SILICON PRAIRIE PKWY

Birchwood South

LOT #	PARCEL NUMBER	STREET ADDRESS
OL 12	0708 - 291 - 1129 - 7	10250 WATTS RD ACER PARK
OL 13	0708 - 291 - 1116 - 4	510 SUGAR MAPLE LN WALKWAYS & BIKEPATH 536
232	0708 - 291 - 1128 - 9	10248 WATTS RD
233	0708 - 291 - 1127 - 1	10244 WATTS RD
234	0708 - 291 - 1126 - 3	10240 WATTS RD
235	0708 - 291 - 1125 - 5	10236 WATTS RD
236	0708 - 291 - 1124 - 7	10232 WATTS RD
237	0708 - 291 - 1123 - 9	10228 WATTS RD
238	0708 - 291 - 1122 - 1	10224 WATTS RD
239	0708 - 291 - 1121 - 3	10220 WATTS RD
240	0708 - 291 - 1120 - 5	10216 WATTS RD
241	0708 - 291 - 1119 - 8	10212 WATTS RD
242	0708 - 291 - 1118 - 0	10208 WATTS RD
243	0708 - 291 - 1117 - 2	10204 WATTS RD
244	0708 - 283 - 0206 - 1	10008 WATTS RD
245	0708 - 283 - 0207 - 9	10012 WATTS RD
246	0708 - 283 - 0208 - 7	10016 WATTS RD
247	0708 - 283 - 0209 - 5	10020 WATTS RD
248	0708 - 283 - 0210 - 2	10024 WATTS RD
249	0708 - 283 - 0211 - 0	10102 WATTS RD
250	0708 - 283 - 0212 - 8	10106 WATTS RD
251	0708 - 283 - 0213 - 6	10110 WATTS RD
252	0708 - 283 - 0214 - 4	10114 WATTS RD
253	0708 - 283 - 0215 - 2	10118 WATTS RD
254	0708 - 283 - 0216 - 0	10122 WATTS RD 513 SUGAR MAPLE LN
OL 14	0708 - 283 - 0205 - 3	10004 WATTS RD STORMWATER
255	0708 - 283 - 2001 - 3	10023 WATTS RD
OL 15	0708 - 283 - 2002 - 1	10019 WATTS RD PRIVATE FUTURE DEV
256	0708 - 294 - 0906 - 4	516 NOBLE OAK RUN
257	0708 - 294 - 0907 - 2	520 NOBLE OAK RUN
258	0708 - 294 - 0908 - 0	524 NOBLE OAK RUN
OL 16	0708 - 294 - 0909 - 8	528 NOBLE OAK RUN PRIVATE FUTURE DEV
OL 17	0708 - 294 - 0901 - 4	533 SUGAR MAPLE LN PRIVATE FUTURE DEV
259	0708 - 294 - 0902 - 2	529 SUGAR MAPLE LN
260	0708 - 294 - 0903 - 0	525 SUGAR MAPLE LN
261	0708 - 294 - 0904 - 8	521 SUGAR MAPLE LN
262	0708 - 294 - 0905 - 6	517 SUGAR MAPLE LN
263	0708 - 294 - 0501 - 2	10231 WATTS RD
264	0708 - 294 - 0502 - 0	10227 WATTS RD
265	0708 - 294 - 0503 - 8	10223 WATTS RD
266	0708 - 294 - 0504 - 6	10219 WATTS RD
267	0708 - 294 - 0505 - 4	10215 WATTS RD
268	0708 - 294 - 0506 - 2	10211 WATTS RD

LOT #	PARCEL NUMBER	STREET ADDRESS
269	0708 - 294 - 0507 - 0	10207 WATTS RD
270	0708 - 294 - 0508 - 8	10203 WATTS RD
OL 18	not parceled	Alley - not addressed
271	0708 - 294 - 0606 - 0	10202 SLEEPY PINE RDG
272	0708 - 294 - 0605 - 2	10206 SLEEPY PINE RDG
273	0708 - 294 - 0604 - 4	10210 SLEEPY PINE RDG
274	0708 - 294 - 0603 - 6	10214 SLEEPY PINE RDG
275	0708 - 294 - 0602 - 8	10218 SLEEPY PINE RDG
276	0708 - 294 - 0601 - 0	10222 SLEEPY PINE RDG
OL 19	0708 - 294 - 0301 - 6	10239 WATTS RD PRIVATE OPEN SPACE
OL 20	0708 - 294 - 0401 - 4	10239 SLEEPY PINE RDG PRIVATE OPEN SPACE
277	0708 - 294 - 0202 - 6	602 OLD TIMBER PASS
278	0708 - 294 - 0203 - 4	606 OLD TIMBER PASS
279	0708 - 294 - 0204 - 2	610 OLD TIMBER PASS
280	0708 - 294 - 0205 - 0	614 OLD TIMBER PASS
281	0708 - 294 - 0206 - 8	618 OLD TIMBER PASS
282	0708 - 294 - 0207 - 6	622 OLD TIMBER PASS
283	0708 - 294 - 0208 - 4	626 OLD TIMBER PASS
284	0708 - 294 - 0209 - 2	630 OLD TIMBER PASS
285	0708 - 294 - 0210 - 9	634 OLD TIMBER PASS
286	0708 - 294 - 0211 - 7	638 OLD TIMBER PASS
287	0708 - 294 - 0212 - 5	642 OLD TIMBER PASS
288	0708 - 294 - 0213 - 3	646 OLD TIMBER PASS
289	0708 - 294 - 0214 - 1	650 OLD TIMBER PASS
290	0708 - 294 - 0215 - 9	654 OLD TIMBER PASS
291	0708 - 294 - 0216 - 7	655 BIRCH BLOSSOM RD
292	0708 - 294 - 0217 - 5	651 BIRCH BLOSSOM RD
293	0708 - 294 - 0218 - 3	647 BIRCH BLOSSOM RD
294	0708 - 294 - 0219 - 1	643 BIRCH BLOSSOM RD
295	0708 - 294 - 0220 - 8	639 BIRCH BLOSSOM RD
296	0708 - 294 - 0221 - 6	635 BIRCH BLOSSOM RD
297	0708 - 294 - 0222 - 4	631 BIRCH BLOSSOM RD
298	0708 - 294 - 0223 - 2	627 BIRCH BLOSSOM RD
299	0708 - 294 - 0224 - 0	623 BIRCH BLOSSOM RD
300	0708 - 294 - 0225 - 8	619 BIRCH BLOSSOM RD
301	0708 - 294 - 0226 - 6	615 BIRCH BLOSSOM RD
302	0708 - 294 - 0227 - 4	611 BIRCH BLOSSOM RD
303	0708 - 294 - 0228 - 2	607 BIRCH BLOSSOM RD
304	0708 - 294 - 0201 - 8	603 BIRCH BLOSSOM RD
305	0708 - 294 - 0103 - 6	604 BIRCH BLOSSOM RD
306	0708 - 294 - 0104 - 4	608 BIRCH BLOSSOM RD
307	0708 - 294 - 0105 - 2	612 BIRCH BLOSSOM RD
308	0708 - 294 - 0106 - 0	616 BIRCH BLOSSOM RD
309	0708 - 294 - 0107 - 8	620 BIRCH BLOSSOM RD
310	0708 - 294 - 0108 - 6	624 BIRCH BLOSSOM RD
311	0708 - 294 - 0109 - 4	628 BIRCH BLOSSOM RD
312	0708 - 294 - 0110 - 1	632 BIRCH BLOSSOM RD
313	0708 - 294 - 0111 - 9	636 BIRCH BLOSSOM RD

LOT #	PARCEL NUMBER	STREET ADDRESS
314	0708 - 294 - 0112 - 7	640 BIRCH BLOSSOM RD
315	0708 - 294 - 0113 - 5	644 BIRCH BLOSSOM RD
316	0708 - 294 - 0114 - 3	648 BIRCH BLOSSOM RD
317	0708 - 294 - 0115 - 1	652 BIRCH BLOSSOM RD
318	0708 - 294 - 0116 - 9	656 BIRCH BLOSSOM RD
319	0708 - 294 - 0801 - 6	604 SUGAR MAPLE LN
320	0708 - 294 - 0802 - 4	606 SUGAR MAPLE LN
321	0708 - 294 - 0803 - 2	608 SUGAR MAPLE LN
322	0708 - 294 - 0804 - 0	610 SUGAR MAPLE LN
323	0708 - 294 - 0805 - 8	612 SUGAR MAPLE LN
324	0708 - 294 - 0806 - 6	614 SUGAR MAPLE LN
325	0708 - 294 - 0807 - 4	616 SUGAR MAPLE LN
326	0708 - 294 - 0808 - 2	618 SUGAR MAPLE LN
327	0708 - 294 - 0809 - 0	620 SUGAR MAPLE LN
328	0708 - 294 - 0810 - 7	622 SUGAR MAPLE LN
OL 21	Alley - not parceled	Alley - not addressed
329	0708 - 294 - 0710 - 9	653 OLD TIMBER PASS
330	0708 - 294 - 0709 - 2	651 OLD TIMBER PASS
331	0708 - 294 - 0708 - 4	647 OLD TIMBER PASS
332	0708 - 294 - 0707 - 6	645 OLD TIMBER PASS
333	0708 - 294 - 0706 - 8	641 OLD TIMBER PASS
334	0708 - 294 - 0705 - 0	639 OLD TIMBER PASS
335	0708 - 294 - 0704 - 2	635 OLD TIMBER PASS
336	0708 - 294 - 0703 - 4	633 OLD TIMBER PASS
337	0708 - 294 - 0702 - 6	629 OLD TIMBER PASS
338	0708 - 294 - 0701 - 8	627 OLD TIMBER PASS
339	0708 - 294 - 1011 - 0	605 SUGAR MAPLE LN
340	0708 - 294 - 1010 - 2	609 SUGAR MAPLE LN
341	0708 - 294 - 1009 - 5	613 SUGAR MAPLE LN
342	0708 - 294 - 1008 - 7	619 SUGAR MAPLE LN
343	0708 - 294 - 1007 - 9	623 SUGAR MAPLE LN
344	0708 - 294 - 1006 - 1	627 SUGAR MAPLE LN
345	0708 - 294 - 1005 - 3	701 SUGAR MAPLE LN
346	0708 - 294 - 1004 - 5	707 SUGAR MAPLE LN
347	0708 - 294 - 1003 - 7	711 SUGAR MAPLE LN
348	0708 - 294 - 1002 - 9	715 SUGAR MAPLE LN
OL 22	0708 - 294 - 1001 - 1	719 SUGAR MAPLE LN PRIVATE FUTURE DEV
349	0708 - 294 - 1501 - 1	702 SUGAR MAPLE LN
350	0708 - 294 - 1502 - 9	704 SUGAR MAPLE LN
351	0708 - 294 - 1503 - 7	706 SUGAR MAPLE LN
352	0708 - 294 - 1504 - 5	708 SUGAR MAPLE LN
353	0708 - 294 - 1505 - 3	710 SUGAR MAPLE LN
354	0708 - 294 - 1506 - 1	712 SUGAR MAPLE LN
355	0708 - 294 - 1507 - 9	714 SUGAR MAPLE LN
356	0708 - 294 - 1508 - 7	716 SUGAR MAPLE LN
357	0708 - 294 - 1509 - 5	718 SUGAR MAPLE LN
358	0708 - 294 - 1510 - 2	720 SUGAR MAPLE LN
OL 23	Alley - not parceled	Alley - not addressed
359	0708 - 294 - 1411 - 2	743 OLD TIMBER PASS
360	0708 - 294 - 1410 - 4	739 OLD TIMBER PASS
361	0708 - 294 - 1409 - 7	735 OLD TIMBER PASS
362	0708 - 294 - 1408 - 9	731 OLD TIMBER PASS
363	0708 - 294 - 1407 - 1	727 OLD TIMBER PASS

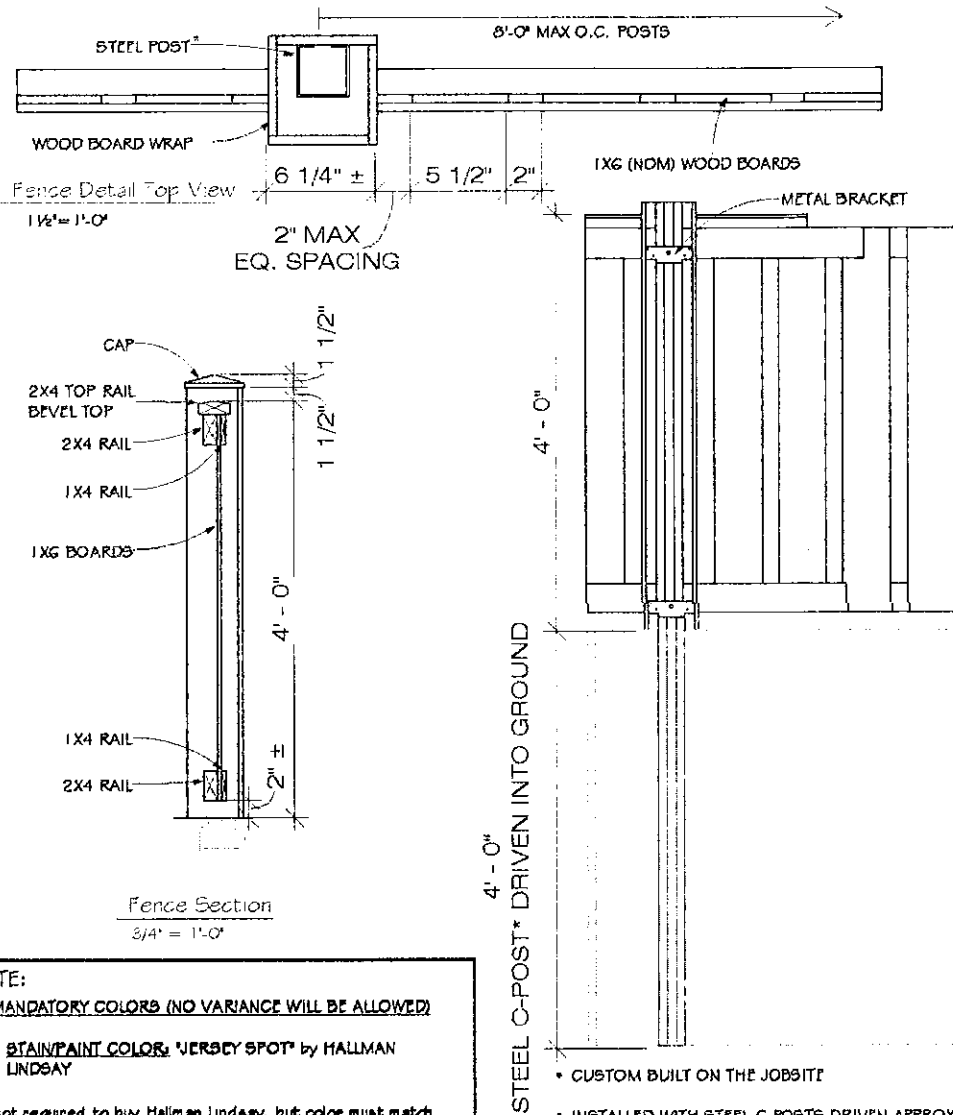
LOT #	PARCEL NUMBER	STREET ADDRESS
364	0708 - 294 - 1406 - 3	723 OLD TIMBER PASS
365	0708 - 294 - 1405 - 5	719 OLD TIMBER PASS
366	0708 - 294 - 1404 - 7	715 OLD TIMBER PASS
367	0708 - 294 - 1403 - 9	711 OLD TIMBER PASS
368	0708 - 294 - 1402 - 1	707 OLD TIMBER PASS
369	0708 - 294 - 1401 - 3	703 OLD TIMBER PASS
370	0708 - 294 - 1304 - 9	10301 QUIET LEAF DR
371	0708 - 294 - 1305 - 7	712 OLD TIMBER PASS
372	0708 - 294 - 1306 - 5	716 OLD TIMBER PASS
373	0708 - 294 - 1307 - 3	722 OLD TIMBER PASS
374	0708 - 294 - 1308 - 1	726 OLD TIMBER PASS
375	0708 - 294 - 1309 - 9	732 OLD TIMBER PASS
376	0708 - 294 - 1310 - 6	736 OLD TIMBER PASS
377	0708 - 294 - 1311 - 4	10302 HAZY SKY PKWY 740 OLD TIMBER PASS
378	0708 - 294 - 1312 - 2	10306 HAZY SKY PKWY
379	0708 - 294 - 1313 - 0	10310 HAZY SKY PKWY
380	0708 - 294 - 1314 - 8	10314 HAZY SKY PKWY
381	0708 - 294 - 1315 - 6	737 BIRCH BLOSSOM RD
382	0708 - 294 - 1316 - 4	733 BIRCH BLOSSOM RD
383	0708 - 294 - 1317 - 2	729 BIRCH BLOSSOM RD
384	0708 - 294 - 1318 - 0	725 BIRCH BLOSSOM RD
385	0708 - 294 - 1319 - 8	721 BIRCH BLOSSOM RD
386	0708 - 294 - 1320 - 5	717 BIRCH BLOSSOM RD
387	0708 - 294 - 1321 - 3	713 BIRCH BLOSSOM RD
388	0708 - 294 - 1301 - 5	10313 QUIET LEAF DR
389	0708 - 294 - 1302 - 3	10309 QUIET LEAF DR
390	0708 - 294 - 1303 - 1	10305 QUIET LEAF DR
391	0708 - 294 - 1101 - 9	702 BIRCH BLOSSOM RD
392	0708 - 294 - 1102 - 7	706 BIRCH BLOSSOM RD
393	0708 - 294 - 1103 - 5	710 BIRCH BLOSSOM RD
394	0708 - 294 - 1104 - 3	714 BIRCH BLOSSOM RD
395	0708 - 294 - 1105 - 1	10316 TWIN TREASURE DR
396	0708 - 294 - 1106 - 9	10320 TWIN TREASURE DR
397	0708 - 294 - 1107 - 7	10324 TWIN TREASURE DR
398	0708 - 294 - 1201 - 7	10325 TWIN TREASURE DR
399	0708 - 294 - 1202 - 5	10321 TWIN TREASURE DR
400	0708 - 294 - 1203 - 3	732 BIRCH BLOSSOM RD
401	0708 - 294 - 1204 - 1	736 BIRCH BLOSSOM RD
402	0708 - 294 - 1205 - 9	740 BIRCH BLOSSOM RD
403	0708 - 294 - 1206 - 7	744 BIRCH BLOSSOM RD
404	0708 - 294 - 1207 - 5	10322 HAZY SKY PKWY
405	0708 - 294 - 1208 - 3	10326 HAZY SKY PKWY
406	0708 - 294 - 1209 - 1	10330 HAZY SKY PKWY
407	0708 - 294 - 2001 - 0	915 OLD TIMBER PASS
408	0708 - 294 - 2002 - 8	911 OLD TIMBER PASS
409	0708 - 294 - 2003 - 6	907 OLD TIMBER PASS
410	0708 - 294 - 1901 - 3	845 OLD TIMBER PASS
411	0708 - 294 - 1902 - 1	841 OLD TIMBER PASS
412	0708 - 294 - 1903 - 9	837 OLD TIMBER PASS
413	0708 - 294 - 1904 - 7	833 OLD TIMBER PASS
414	0708 - 294 - 1905 - 5	829 OLD TIMBER PASS
OL 24	0708 - 294 - 1906 - 3	825 OLD TIMBER PASS STORMWATER

LOT #	PARCEL NUMBER	STREET ADDRESS
415	0708 - 294 - 1907 - 1	821 OLD TIMBER PASS
416	0708 - 294 - 1908 - 9	817 OLD TIMBER PASS
417	0708 - 294 - 1909 - 7	813 OLD TIMBER PASS
OL 25	0708 - 294 - 1910 - 4	809 OLD TIMBER PASS STORMWATER
418	0708 - 294 - 1911 - 2	805 OLD TIMBER PASS
419	0708 - 294 - 1912 - 0	10209 HAZY SKY PKWY
420	0708 - 294 - 1913 - 8	10205 HAZY SKY PKWY
OL 26	0708 - 294 - 1915 - 4	726 MAPLE SUGAR LN PRIVATE FUTURE DEV
OL 27	0708 - 294 - 1914 - 6	10201 HAZY SKY PKWY PRIVATE FUTURE DEV
421	0708 - 294 - 1601 - 9	804 BARN SWALLOW CIR
422	0708 - 294 - 1602 - 7	808 BARN SWALLOW CIR
423	0708 - 294 - 1603 - 5	812 BARN SWALLOW CIR
424	0708 - 294 - 1604 - 3	816 BARN SWALLOW CIR
425	0708 - 294 - 1801 - 5	820 BARN SWALLOW CIR
426	0708 - 294 - 1802 - 3	824 BARN SWALLOW CIR
427	0708 - 294 - 1803 - 1	828 BARN SWALLOW CIR
428	0708 - 294 - 1804 - 9	832 BARN SWALLOW CIR
429	0708 - 294 - 1805 - 7	836 BARN SWALLOW CIR
430	0708 - 294 - 1806 - 5	840 BARN SWALLOW CIR
431	0708 - 294 - 1807 - 3	844 BARN SWALLOW CIR
432	0708 - 294 - 1808 - 1	848 BARN SWALLOW CIR
433	0708 - 294 - 1809 - 9	831 BARN SWALLOW CIR
434	0708 - 294 - 1810 - 6	827 BARN SWALLOW CIR
435	0708 - 294 - 1811 - 4	823 BARN SWALLOW CIR
436	0708 - 294 - 1812 - 2	819 BARN SWALLOW CIR
437	0708 - 294 - 1813 - 0	815 BARN SWALLOW CIR
438	0708 - 294 - 1814 - 8	811 BARN SWALLOW CIR
439	0708 - 294 - 1815 - 6	807 BARN SWALLOW CIR
440	0708 - 294 - 1816 - 4	803 BARN SWALLOW CIR
OL 28	0708 - 294 - 1817 - 2	10303 HAZY SKY PKWY BIRCHWOOD POINT PARK
OL 29	0708 - 294 - 1818 - 0	10350 VALLEY VIEW RD STORMWATER
441	0708 - 294 - 1819 - 8	826 OLD TIMBER PASS
442	0708 - 294 - 1820 - 5	830 OLD TIMBER PASS
443	0708 - 294 - 1821 - 3	834 OLD TIMBER PASS
444	0708 - 294 - 1822 - 1	838 OLD TIMBER PASS
445	0708 - 294 - 1823 - 9	842 OLD TIMBER PASS

LOT #	PARCEL NUMBER	STREET ADDRESS
446	0708 - 294 - 1824 - 7	846 OLD TIMBER PASS
447	0708 - 294 - 1825 - 5	902 OLD TIMBER PASS
448	0708 - 294 - 1826 - 3	906 OLD TIMBER PASS
449	0708 - 294 - 1827 - 1	910 OLD TIMBER PASS
450	0708 - 294 - 1828 - 9	914 OLD TIMBER PASS
OL 30	0708 - 294 - 1701 - 7	899 BARN SWALLOW CIR PRIVATE OPEN SPACE

# EXHIBIT "E-1"

## BIRCHWOOD POINT 4' WOOD



**NOTE:**  
**MANDATORY COLORS (NO VARIANCE WILL BE ALLOWED)**  
 • STAIN/PAINt COLOR: 'VERBEE SPOT' by HALLMAN LINDSAY  
 not required to buy Hallman Lindsay, but color must match

- CUSTOM BUILT ON THE JOBSITE
- INSTALLED WITH STEEL C-POSTS DRIVEN APPROX. 4' INTO GROUND\*
- INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS
- MAX HEIGHT 4'-0"
- STYLE MUST BE IN WOOD
- \* 4x4 treated wood post may be substituted for steel c-post

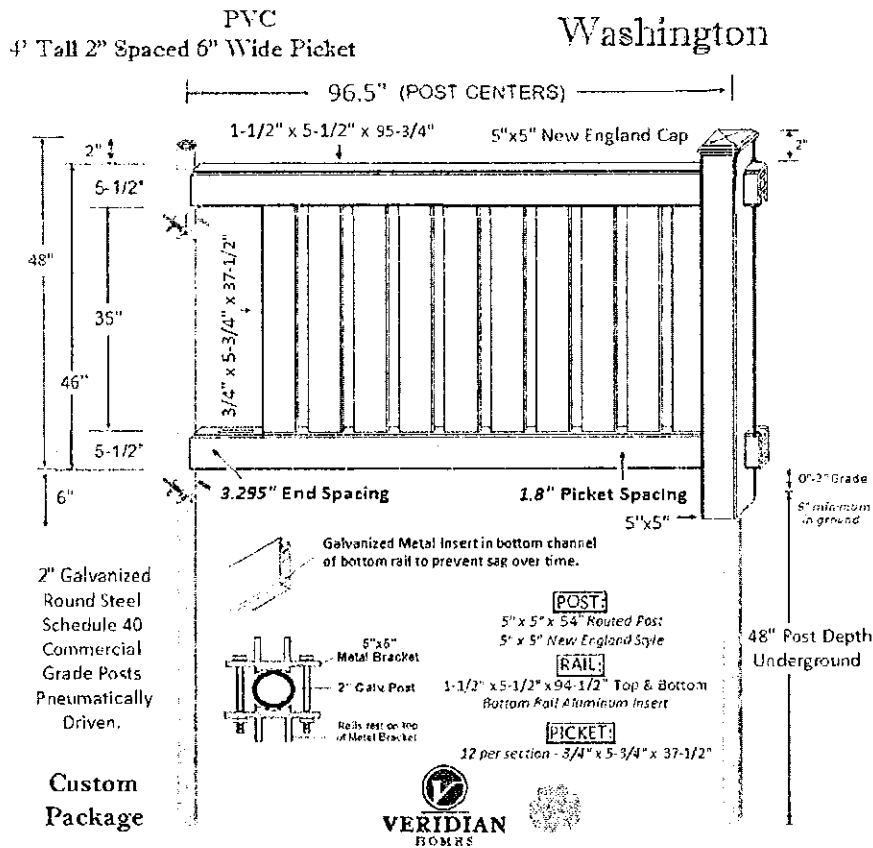


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# EXHIBIT "E-2"

## BIRCHWOOD POINT 4' VINYL



NOTE:  
MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

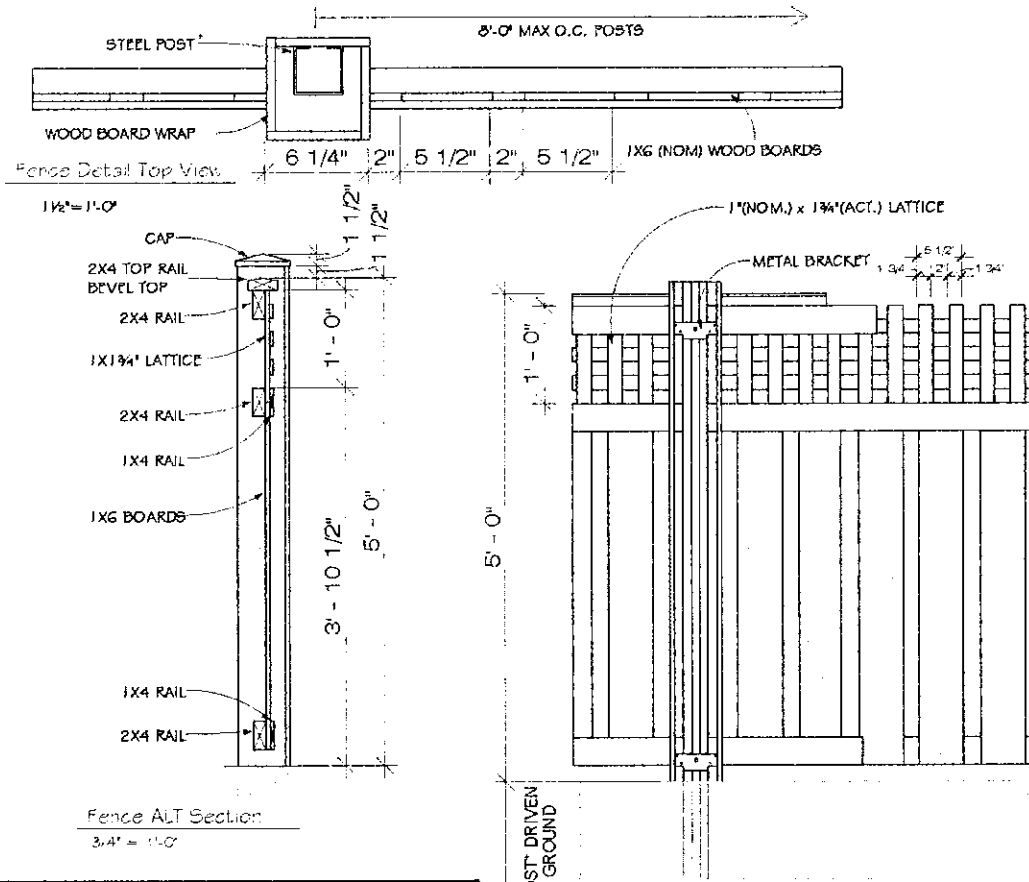
- FENCE MUST BE VINYL
- VINYL COLOR: ALMOND (PREVIOUSLY SANDSTONE)
- FENCE STYLE IS THE WASHINGTON

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



# EXHIBIT "E-3"

## BIRCHWOOD POINT 5' WOOD



**NOTE:**  
**MANDATORY COLORS (NO VARIANCE WILL BE ALLOWED):**  
 • STAIN/PAINt COLOR: 'JERSEY SPOT' by HALLMAN LINDSAY  
 not required to buy Hallman Lindsay, but color must match

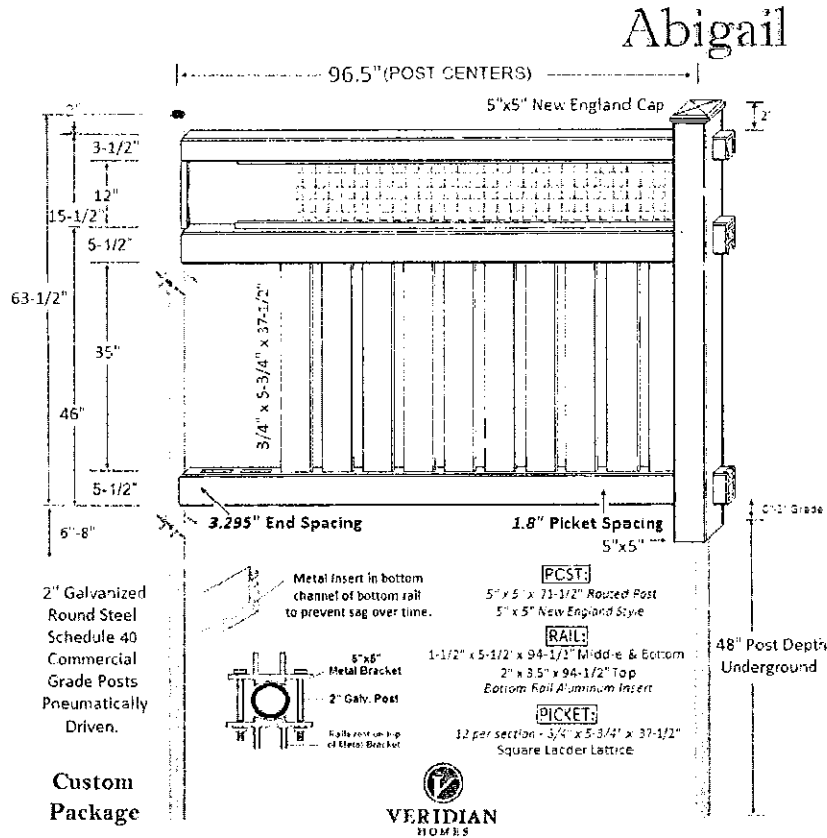
- CUSTOM BUILT ON THE JOBSITE
- INSTALLED WITH STEEL C-POSTS DRIVEN APPROX. 4' INTO GROUND\*
- INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS
- MAX HEIGHT 5'-0"
- \*STYLE MUST BE IN WOOD
- \* 6x6 treated wood post may be substituted for steel c-post

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# EXHIBIT "E-4"

## BIRCHWOOD POINT 5' VINYL



**NOTE:**

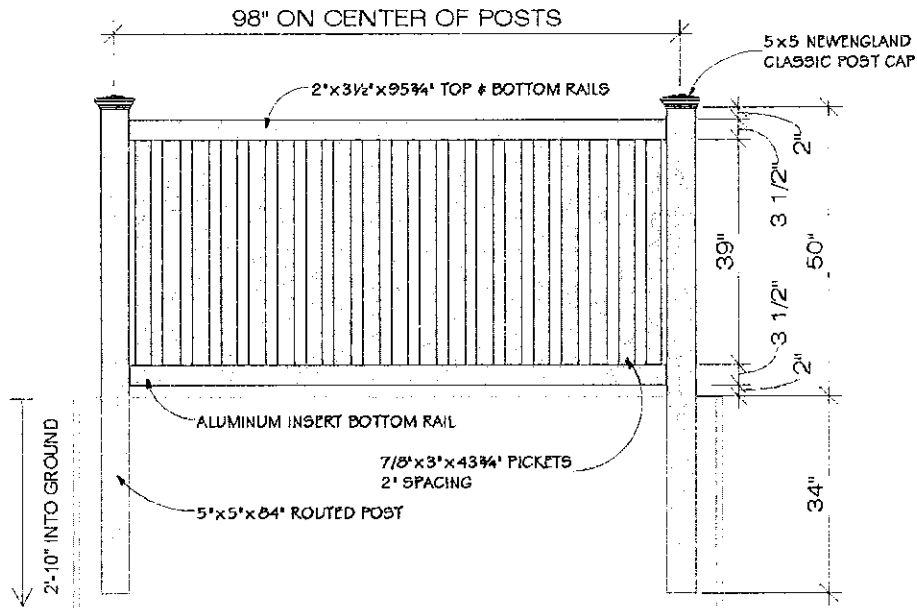
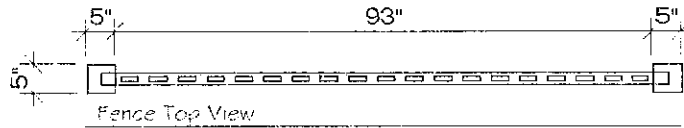
**MANDATORY REQUIREMENTS NO VARIANCE WILL BE ALLOWED:**

- FENCE MUST BE VINYL
- VINYL COLOR: ALMOND (PREVIOUSLY SANDSTONE)
- FENCE STYLE IS THE ABIGAIL

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

# EXHIBIT "E-5" BIRCHWOOD SOUTH 4' VINYL

## 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



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Fax 608 238 0603

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

EXHIBIT "E-6"  
 BIRCHWOOD SOUTH  
 (for lots 268-269 only)  
 6' VINYL PRIVACY FENCE

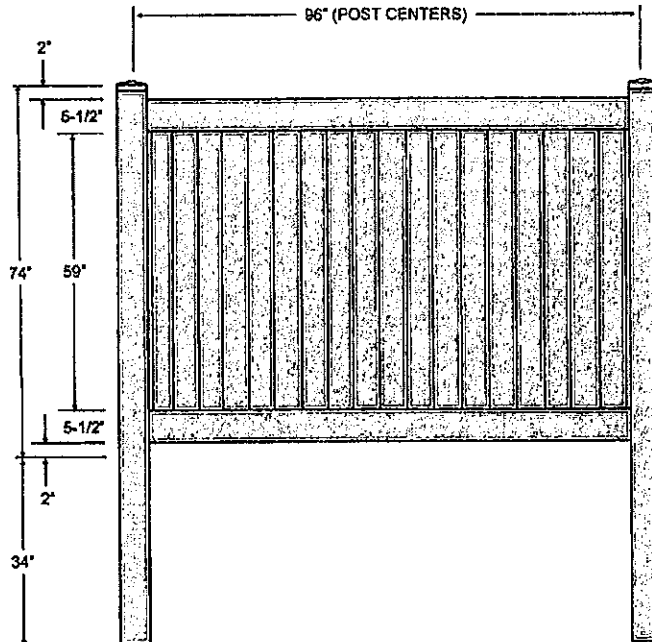
 <p>Superior Plastic Products, Inc.</p>	<p><b>Cambridge Privacy</b>  <b>6x8' Privacy Fence</b>  <b>1.5x5.5 Rails</b></p>
--	--

**PANEL COMPONENTS**

**RAIL:**  
 Top & Bottom: 1-1/2x5-1/2x94-1/2"  
 Bottom Rail Aluminum Insert  
**PICKET:**  
 8 - 3/4x10x62" T&G  
**U-CHANNEL**  
 2 - 3/4x58-7/8"

**ALSO REQUIRED**

6 - #8 Stainless Steel Screws  
 5x5x108" Post  
 5x5" Post Cap



**Custom Craft™**  
**Distribution, Inc.**

121 Countryside Dr. • Belleville, WI 53508  
 608-424-8080 • 608-424-9081  
 www.customcraftdist.com

1-30-2017

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

10

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

**Responsibility and Guidelines of the Owner and Twin Home Sub-Association  
for Twin Lots 232-243 and 263-338, Birchwood South**

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

**Owner Responsibilities and Guidelines:**

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

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

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

**Privacy Fences.** A 6' tall x 16' wide vinyl privacy fence has been installed by Declarant on adjoining property lines of twin lots 268-269 near the patio, however, Owners of lots 268-269 will each be responsible for 50% of the cost of maintenance, repair and replacement.

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

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

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

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

**Sub-Association Responsibility and Guidelines:**

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

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

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

Document No.

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5460436  
12/18/2018 10:50 AM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 23

**FIRST AMENDMENT TO  
BIRCHWOOD POINT  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS**

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

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

**PREAMBLE**

See Exhibit "B"  
(Parcel Identification Numbers)

This is the First Amendment (the "Amendment") to that certain Declaration of Protective Covenants, Conditions and Restrictions for Birchwood Point, which Declaration was dated November 10, 2014, recorded November 18, 2014 in the Office of the Dane County, Wisconsin Register of Deeds as Document No. 5111295 (the "**Declaration**"). The Declaration was signed by MREC VH Birchwood Point, LLC, a Delaware Limited Liability Company as Declarant. VH Birchwood South, LLC executes this Amendment as a co-declarant with MREC VH Birchwood Point, LLC (hereinafter such entities shall be collectively referred to as the "Declarant"). Declarant hereby amends the Declaration as follows:

- 1) **Defined Terms.** Terms not otherwise defined herein shall be as defined in the Declaration. Each entity named herein as a Declarant shall be deemed a Declarant for the purposes of the Declaration and this Amendment, but notwithstanding the foregoing, any additional amendment to the Declaration shall require the signature of both entities.
- 2) **Legal Description.** The legal description of the real property subject to this Amendment and the Declaration is contained in Exhibit "A", attached hereto and incorporated herein by reference, and is collectively referred to herein as the "**Property**", or the "**Subdivision**". A reference to "**Birchwood Point**" shall be a reference to the recorded plat known as Birchwood Point. A reference to "Birchwood South" shall be a reference to the recorded plat known as "Southern Addition to Birchwood Point." Declarant subjects the entirety of the Birchwood South plat to the terms of the

Declaration as amended by this Amendment. The Plat of Birchwood South is attached hereto as Exhibit "B" and incorporated herein by reference.

3) **Responsibility for Assessments.**

a) Section A-3)A is hereby deleted in its entirety and replaced with the following: **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 be responsible for payment of assessments attributable to all Lots owned by Declarant in Birchwood Point, whether in a phase of the Development that has been developed, is currently being developed, or will be developed in the future. The Declarant shall only be responsible for payment of assessments which are assessed against Lots in any previously developed phase of the Birchwood South subdivision or any phase then currently under development in Birchwood South at the time assessments are made. Future phases in Birchwood South 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, each apartment shall be considered a Dwelling Unit."

	<u>Use</u>	<u>Number of Assessment Units</u>
1)	Single Family in Birchwood Point and Birchwood Point South	One (1) per Dwelling Unit.
2)	Multi-Family Residential Apartments in Birchwood Point	Seventy-five/100ths (.75) per Dwelling Unit.
3)	Twin Homes in Birchwood Point South (2 unit attached residential)	One (1) per Dwelling Unit (each side defined as a dwelling unit)

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

- a) The first sentence of Section B-2)B is modified to read as follows: "Lots 2-231 Birchwood Point, 244-262 Birchwood South and 339-450 Birchwood South shall be used for single family residential purposes." All other terms of Section B-2)B, shall remain unchanged.
- b) Section B-2)F is modified to read as follows: "Outlot 3 Birchwood Point, and Outlots 19 and 20 Birchwood South shall be used as private open space and will be maintained by the Association."
- c) Section B-2)G is modified to read as follows: "Outlot 4 Birchwood Point and Outlot 13 Birchwood South are dedicated to the public for pedestrian/bike path purposes."

- d) Section B-2)H is modified to read as follows: “Outlots 5, 7 and 8 Birchwood Point, and Outlots 18, 21 and 23, Birchwood South as shown on the Plat, shall be alleys, and dedicated to the public for roadway purposes.”
  - e) Section B-2)J is hereby added with the following: “Lots 232-243 and 263-338 Birchwood South, shall be used for twin single family homes subject to the guidelines and responsibilities between the Owners and the Twin Home Sub-Association as Outlined in Exhibit “I”.
  - f) Section B-2)K is hereby added with the following: “Outlots 15, 16, 17, 22, 26 and 27 Birchwood South, shall be reserved for future development.”
  - g) Section B-2)L is hereby added with the following: “Outlots 12 and 28 Birchwood South, shall be dedicated to the public for park purposes and public bike path easement.”
  - h) Section B-2)M is hereby added with the following: “Outlot 14 Birchwood South, shall be dedicated to the public for stormwater management and drainage purposes and public bike path easement. Outlots 24 and 29 Birchwood South shall be dedicated to the public for stormwater management and drainage purposes. Outlot 25 Birchwood South, shall be dedicated to the public for stormwater management and drainage purposes and public sanitary sewer easement.”
- 5) **Dwellings and Landscaping.** Last sentence of Section B-4 is hereby added to read as follows: “Landscaping (foundation and/or other landscaping) for the twin homes of Lots 232-243 and 263-338 Birchwood South, will be the responsibility (maintenance, replacement, etc) of the Owner.”
- 6) Section B-7) Easements
- a) The first sentence of Section B-7)G Wetland Buffer Area is modified to read as follows: “Lots 217 Birchwood Point, and Lots 244, 429 and 430 Birchwood South are subject to a Wetland Buffer.” All other terms of Section B-7)G, shall remain unchanged.
  - b) Section B-7)I is hereby added with the following: **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.”



- 7) **Mailbox and Posts.** Section B-15) is hereby deleted in its entirety and replaced with the following: “Based on new, recently adopted requirements of the United States Postal Service, the Birchwood South Lots and some Birchwood Point 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.”
- 8) **Public Alleys.** The first sentence of Section B-16)B is hereby modified to read as follows: “Public: Public Alleys (collectively, “Alleys”) shown as Outlots 5, 7 and 8 Birchwood Point, and Outlots 18, 21 and 23 Birchwood South, will be dedicated to the City of Madison.” All other terms of Section B-16)B, shall remain unchanged.
- 9) Section B-18 is hereby added with the following: “Fences and Markers. City of Madison may require the Declarant to install a fence or markers on Lots 209-217 Birchwood Point and Lots 232-254, 429-440 and 441-450 Birchwood South adjacent to parks and stormwater areas in order to deter encroachments onto City property. Owners of the foregoing Lots will be responsible to maintain in good condition in perpetuity.”
- 10) Section B-19 is hereby added with the following: “Lots 236-243 and 263-270 in Birchwood South 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. Lots 236-243 in Birchwood South shall have a joint driveway. Maintenance and replacement will be shared between the two Owners subject to Party Wall Agreement. Information related to the joint driveway will be included in the Declaration of Party Wall Agreement.”
- 11) **Architectural Control.** Section C-2) is hereby deleted in its entirety and replaced with the following “No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made without submission of a complete Architectural Review Application (“**Application**”) to the Committee. The Application, as well as plans, specifications 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.”
- 12) **Fences.**
  - a. Section D-2)A second paragraph to be modified with the following: “Fencing shall consist of wood or vinyl for Birchwood Point. Two fence styles are permitted and are detailed in Exhibit “E-1” and Exhibit “E-2”. Fencing shall consist of vinyl only for Birchwood South and one fence style is permitted and is detailed in Exhibit “E-3”.”
  - b. Section D-2)C)1 is hereby deleted in its entirety and replaced with the following: “Fencing surrounding kennel or run shall consist of wood or vinyl for Birchwood Point. Two fence

styles are permitted and are detailed in Exhibit "E-1" and Exhibit "E-2". Fencing surrounding kennel or run shall consist of vinyl only for Birchwood South and one fence style is permitted and is detailed in Exhibit "E-3".

- 13) **Decks.** Section D-2)B)3 is hereby added with the following: "For twin lots 232-243 and 263-338 Birchwood South, see Exhibit "I" for details."
- 14) **Antennae/Wind Powered Electric Generators.** Section D-2)E)3 is hereby added with the following: "For twin lots 232-243 and 263-338 Birchwood South see Exhibit "I" for details."
- 15) **Children Playstations.** For twin lots 232-243 and 263-338 Birchwood South see Exhibit "I" for details.
- 16) **Gardens.** For twin lots 232-243 and 263-338 Birchwood South see Exhibit "I" for details.
- 17) **Exhibit "C".** Exhibit "C" attached to and made a part of the Declaration is deleted in its entirety and replaced with Exhibit "C" attached hereto.
- 18) **Exhibit "E".** Exhibit "E" attached to and made a part of the Declaration is deleted in its entirety and replaced with Exhibit "E-1", Exhibit "E-2" and Exhibit E-3" attached hereto.
- 19) **Exhibit "F".** Exhibit "F" is hereby deleted in its entirety.
- 20) **Effect of Amendment.** Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the said MREC VH Birchwood Point, LLC, a Delaware Limited Liability Company and VH Birchwood South, LLC, a Wisconsin Limited Liability Company, have caused these presents to be signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[signatures on next page]

MREC VH Birchwood Point, LLC

By: VH Birchwood Point LLC, Member and Project Manager

By: [Signature]  
David Simon, Authorized Officer and Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN    )  
  ) ss  
COUNTY OF DANE        )

Personally came before me this 17 day of December, 2018, David Simon the Authorized Officer and Signatory of VH Birchwood 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

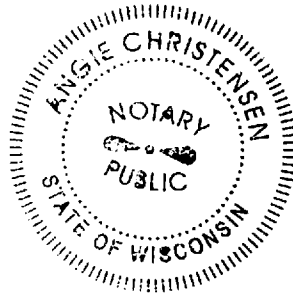
VH Birchwood South, LLC  
By: VH Holdings, LLC, Its Sole Member

By: *David Simon*  
David Simon, Authorized Officer

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss  
COUNTY OF DANE        )

Personally came before me this 17 day of December, 2018 David Simon the Authorized Officer of VH Birchwood South, 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, 2020

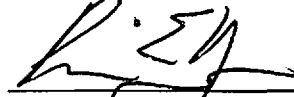
**CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS**

The undersigned, First Business Bank, hereby consents to the forgoing First Amendment to Declaration of Conditions, Covenants and Restrictions for the plat of Birchwood Point. 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 December, 2018

**First Business Bank**

By:

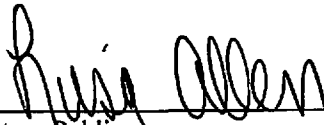


Brian Hagen  
Senior Vice President

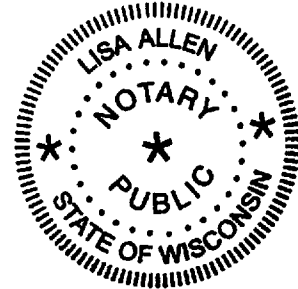
**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE    )

Personally came before me this 12<sup>th</sup> day of December, 2018 the above named Brian  
E. HAGEN, to me known to be the person(s) who executed the foregoing instrument  
and acknowledged the same.



Notary Public  
County of Dane, State of Wisconsin  
My Commission Expires: Dec. 29, 2022



**CONSENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS**

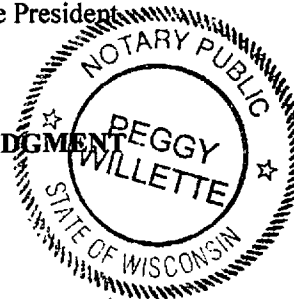
The undersigned, Associated Bank, hereby consents to the forgoing First Amendment to Declaration of Conditions, Covenants and Restrictions for the plat Southern Addition to Birchwood Point. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 17<sup>th</sup> day of December, 2018.

**Associated Bank, a Wisconsin Banking Corporation**

By: [Signature]  
Steve Sosnowski  
Senior Vice President

ACKNOWLEDGMENT



STATE OF WISCONSIN )  
  ) ss.  
COUNTY OF DANE )

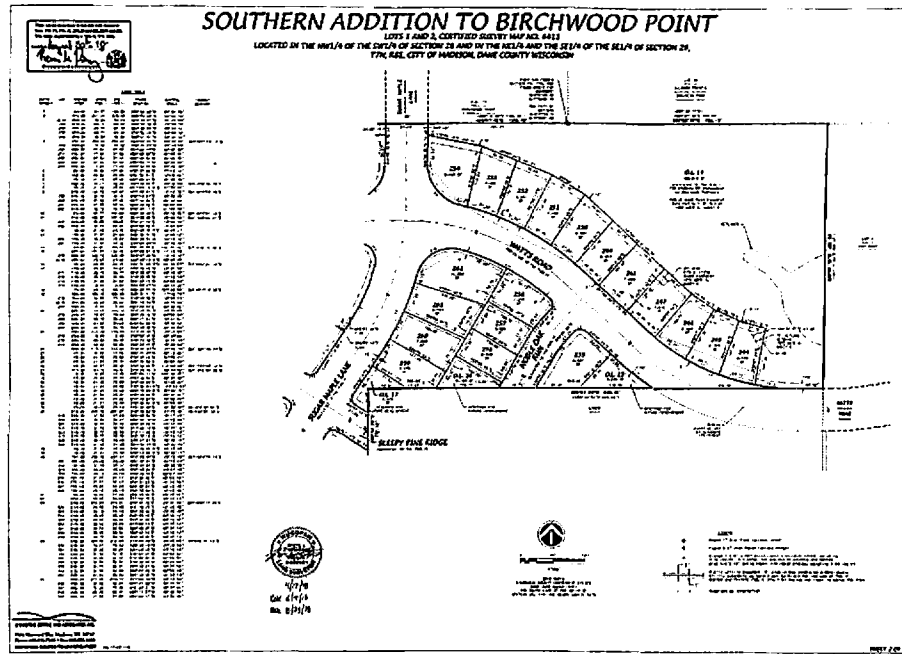
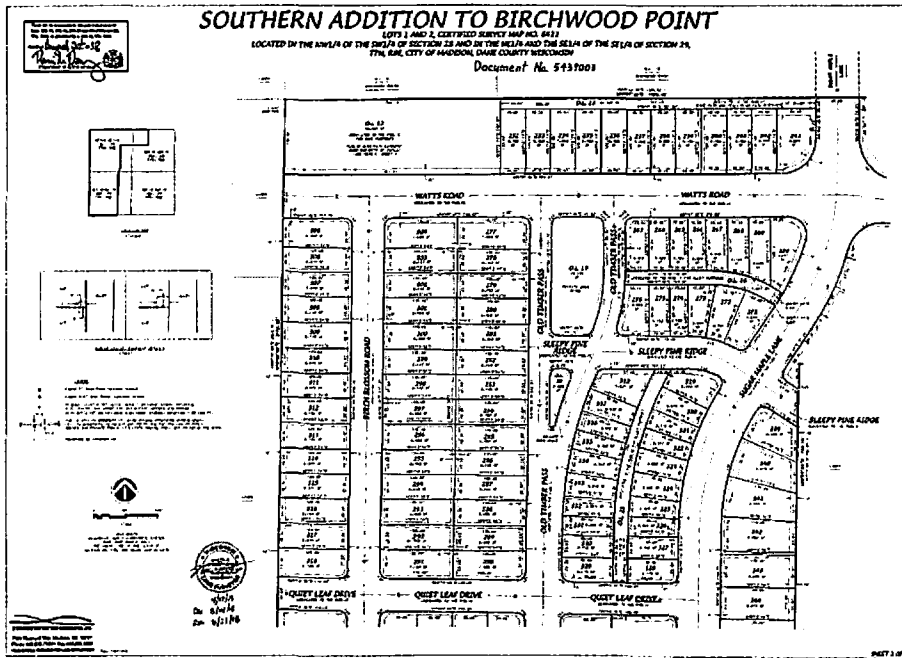
Personally came before me this 17<sup>th</sup> day of December, 2018 the above named Steve Sosnowski, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

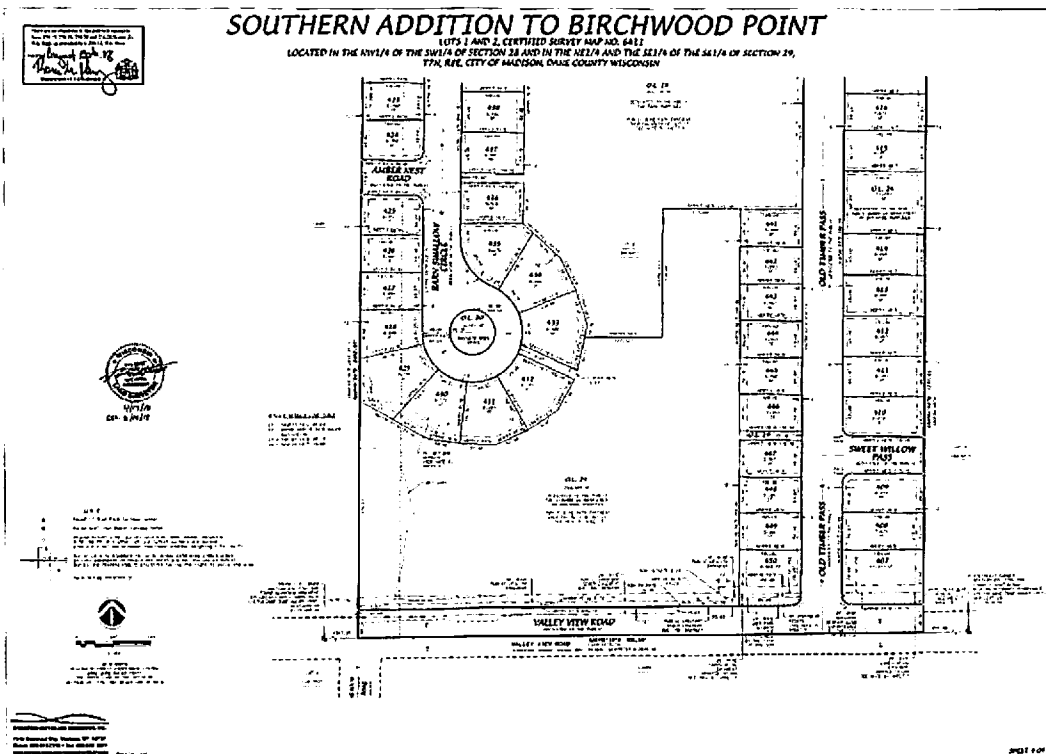
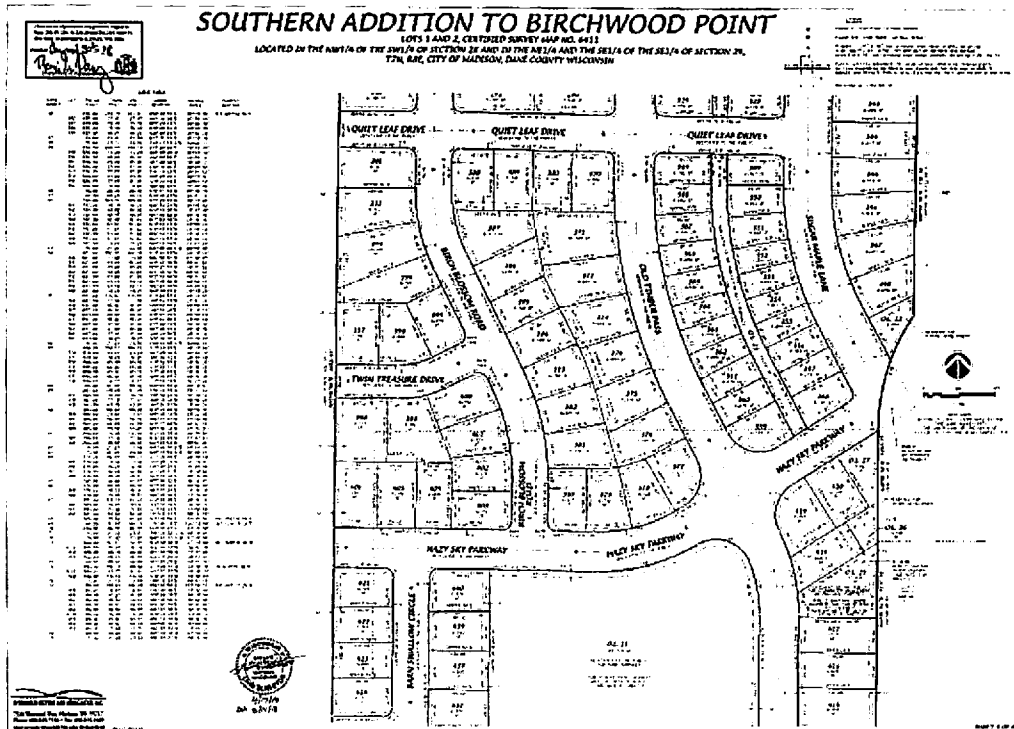
[Signature]  
Notary Public  
County of Dane, State of Wisconsin  
My Commission Expires: 04/16/2021

# Exhibit "A"

**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.

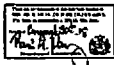
*[Signature]*  
 Print Name: David Simon





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





# SOUTHERN ADDITION TO BIRCHWOOD POINT

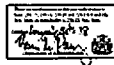
LOTS 1 AND 2, CERTIFIED SURVEY MAP NO. 8413  
LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 28 AND IN THE SW1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 28,  
T7N, R4E, CITY OF WADSWORTH, DANE COUNTY WISCONSIN

TO ALL WHOM THESE PRESENTS SHALL COME, I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the State of Wisconsin.

NOTICE TO THE PUBLIC  
This map is subject to the provisions of Chapter S.C. 1.01, Stats., which provides that the State of Wisconsin shall have the right to acquire any land owned by a private individual or corporation, or any other person, which is situated in any of the cities, towns or villages of this State, and which is not used for agricultural purposes, for the purpose of providing for the public use of the same.



Professional Engineer Seal  
No. 10,000  
Date: 10/1/19



# SOUTHERN ADDITION TO BIRCHWOOD POINT

LOTS 1 AND 2, CERTIFIED SURVEY MAP NO. 8413  
LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 28 AND IN THE SW1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 28,  
T7N, R4E, CITY OF WADSWORTH, DANE COUNTY WISCONSIN

TO ALL WHOM THESE PRESENTS SHALL COME, I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the State of Wisconsin.

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Professional Engineer Seal  
No. 10,000  
Date: 10/1/19

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

## Exhibit "B"

Lots 1-231 and Outlots 1-11, Birchwood Point, City of Madison, Dane County, Wisconsin

### Birchwood Point

LOT #	PARCEL NUMBER	STREET ADDRESS
1	0708 - 291 - 0101 - 6	10202 RUSTLING BIRCH RD 402 SUGAR MAPLE LN
2	0708 - 291 - 0201 - 4	10126 RUSTLING BIRCH RD 105 SUGAR MAPLE LN
3	0708 - 291 - 0202 - 2	10122 RUSTLING BIRCH RD
4	0708 - 291 - 0203 - 0	10118 RUSTLING BIRCH RD
5	0708 - 291 - 0204 - 8	10114 RUSTLING BIRCH RD
6	0708 - 291 - 0205 - 6	10110 RUSTLING BIRCH RD
7	0708 - 291 - 0206 - 4	10106 RUSTLING BIRCH RD MADISON SCHOOL DIST
7	0708 - 291 - 0297 - 3	10106 RUSTLING BIRCH RD #SCHL MIDDLETONCROSS PLAINS SCH DIST
8	0708 - 291 - 0207 - 2	10102 RUSTLING BIRCH RD
9	0708 - 291 - 0208 - 0	2 RUSTLING BIRCH CT
10	0708 - 291 - 0209 - 8	6 RUSTLING BIRCH CT
11	0708 - 291 - 0210 - 5	10 RUSTLING BIRCH CT
12	0708 - 291 - 0211 - 3	14 RUSTLING BIRCH CT
13	0708 - 291 - 0212 - 1	18 RUSTLING BIRCH CT
14	0708 - 291 - 0213 - 9	17 RUSTLING BIRCH CT
15	0708 - 291 - 0214 - 7	13 RUSTLING BIRCH CT
16	0708 - 291 - 0215 - 5	9 RUSTLING BIRCH CT
17	0708 - 291 - 0216 - 3	5 RUSTLING BIRCH CT
18	0708 - 291 - 0217 - 1	1 RUSTLING BIRCH CT 10101 MEANDERING WAY
19	0708 - 291 - 0218 - 9	10105 MEANDERING WAY
20	0708 - 291 - 0219 - 7	10109 MEANDERING WAY
21	0708 - 291 - 0220 - 4	10113 MEANDERING WAY 10117 MEANDERING WAY
*22	0708 - 291 - 0221 - 2	MADISON SCHOOL DIST
*22	0708 - 291 - 0299 - 9	10117 MEANDERING WAY # SCHL MIDDLETONCROSS PLAINS SCH DIST
*23	0708 - 291 - 0222 - 0	10121 MEANDERING WAY MADISON SCHOOL DIST
*23	0708 - 291 - 0298 - 1	10121 MEANDERING WAY # SCHL MIDDLETONCROSS PLAINS SCH DIST
24	0708 - 291 - 0223 - 8	10125 MEANDERING WAY
25	0708 - 291 - 0224 - 6	10129 MEANDERING WAY
26	0708 - 291 - 0225 - 4	10133 MEANDERING WAY
27	0708 - 291 - 0226 - 2	10137 MEANDERING WAY 303 SUGAR MAPLE LN
28	0708 - 291 - 0227 - 0	307 SUGAR MAPLE LN
29	0708 - 291 - 0228 - 8	311 SUGAR MAPLE LN
30	0708 - 291 - 0229 - 6	315 SUGAR MAPLE LN
31	0708 - 291 - 0230 - 3	319 SUGAR MAPLE LN
32	0708 - 291 - 0231 - 1	323 SUGAR MAPLE LN
33	0708 - 291 - 0232 - 9	327 SUGAR MAPLE LN
34	0708 - 291 - 0233 - 7	331 SUGAR MAPLE LN
35	0708 - 291 - 0234 - 5	403 SUGAR MAPLE LN
36	0708 - 291 - 0235 - 3	407 SUGAR MAPLE LN
37	0708 - 291 - 0236 - 1	411 SUGAR MAPLE LN
38	0708 - 291 - 0237 - 9	415 SUGAR MAPLE LN 10106 SILICON PRAIRIE PKWY
39	0708 - 291 - 0301 - 2	237 SUGAR MAPLE LN 10136 MEANDERING WAY
40	0708 - 291 - 0302 - 0	231 SUGAR MAPLE LN
41	0708 - 291 - 0303 - 8	225 SUGAR MAPLE LN
42	0708 - 291 - 0304 - 6	219 SUGAR MAPLE LN
43	0708 - 291 - 0305 - 4	213 SUGAR MAPLE LN
44	0708 - 291 - 0306 - 2	207 SUGAR MAPLE LN
45	0708 - 291 - 0307 - 0	201 SUGAR MAPLE LN 10125 RUSTLING BIRCH RD
46	0708 - 291 - 0308 - 8	10117 RUSTLING BIRCH RD
47	0708 - 291 - 0309 - 6	10113 RUSTLING BIRCH RD
48	0708 - 291 - 0310 - 3	10109 RUSTLING BIRCH RD
*49	0708 - 291 - 0311 - 1	10102 MEANDERING WAY MADISON SCHOOL DIST

LOT #	PARCEL NUMBER	STREET ADDRESS
*49	0708 - 291 - 0399 - 7	MIDDLETONCROSS PLAINS SCH DIST
*50	0708 - 291 - 0312 - 9	10108 MEANDERING WAY MADISON SCHOOL DIST
*50	0708 - 291 - 0398 - 9	MIDDLETONCROSS PLAINS SCH DIST
51	0708 - 291 - 0313 - 7	10116 MEANDERING WAY
52	0708 - 291 - 0314 - 5	10122 MEANDERING WAY
53	0708 - 291 - 0315 - 3	10128 MEANDERING WAY
54	0708 - 291 - 0401 - 0	204 SUGAR MAPLE LN
55	0708 - 291 - 0402 - 8	208 SUGAR MAPLE LN
56	0708 - 291 - 0403 - 6	212 SUGAR MAPLE LN
57	0708 - 291 - 0404 - 4	216 SUGAR MAPLE LN
58	0708 - 291 - 0405 - 2	220 SUGAR MAPLE LN
59	0708 - 291 - 0406 - 0	224 SUGAR MAPLE LN
60	0708 - 291 - 0407 - 8	228 SUGAR MAPLE LN
61	0708 - 291 - 0408 - 6	232 SUGAR MAPLE LN
62	0708 - 291 - 0409 - 4	236 SUGAR MAPLE LN
63	0708 - 291 - 0410 - 1	240 SUGAR MAPLE LN
64	0708 - 291 - 0411 - 9	244 SUGAR MAPLE LN
65	0708 - 291 - 0412 - 7	248 SUGAR MAPLE LN
66	0708 - 291 - 0413 - 5	247 BLOOMING LEAF WAY
67	0708 - 291 - 0414 - 3	243 BLOOMING LEAF WAY
68	0708 - 291 - 0415 - 1	239 BLOOMING LEAF WAY
69	0708 - 291 - 0416 - 9	235 BLOOMING LEAF WAY
70	0708 - 291 - 0417 - 7	231 BLOOMING LEAF WAY
71	0708 - 291 - 0418 - 5	227 BLOOMING LEAF WAY
72	0708 - 291 - 0419 - 3	223 BLOOMING LEAF WAY
73	0708 - 291 - 0420 - 0	219 BLOOMING LEAF WAY
74	0708 - 291 - 0421 - 8	215 BLOOMING LEAF WAY
75	0708 - 291 - 0422 - 6	211 BLOOMING LEAF WAY
76	0708 - 291 - 0423 - 4	207 BLOOMING LEAF WAY
77	0708 - 291 - 0424 - 2	203 BLOOMING LEAF WAY
78	0708 - 291 - 0501 - 8	202 BLOOMING LEAF WAY
79	0708 - 291 - 0502 - 6	206 BLOOMING LEAF WAY
80	0708 - 291 - 0503 - 4	210 BLOOMING LEAF WAY
81	0708 - 291 - 0504 - 2	214 BLOOMING LEAF WAY
82	0708 - 291 - 0505 - 0	218 BLOOMING LEAF WAY
83	0708 - 291 - 0506 - 8	222 BLOOMING LEAF WAY
84	0708 - 291 - 0507 - 6	226 BLOOMING LEAF WAY
85	0708 - 291 - 0508 - 4	230 BLOOMING LEAF WAY
86	0708 - 291 - 0509 - 2	234 BLOOMING LEAF WAY
87	0708 - 291 - 0510 - 9	238 BLOOMING LEAF WAY
88	0708 - 291 - 0511 - 7	242 BLOOMING LEAF WAY
89	0708 - 291 - 0512 - 5	246 BLOOMING LEAF WAY
90	0708 - 291 - 0513 - 3	245 SUNSHINE LN
91	0708 - 291 - 0514 - 1	241 SUNSHINE LN
92	0708 - 291 - 0515 - 9	237 SUNSHINE LN
93	0708 - 291 - 0516 - 7	233 SUNSHINE LN
94	0708 - 291 - 0517 - 5	229 SUNSHINE LN
95	0708 - 291 - 0518 - 3	225 SUNSHINE LN
96	0708 - 291 - 0519 - 1	221 SUNSHINE LN
97	0708 - 291 - 0520 - 8	217 SUNSHINE LN
98	0708 - 291 - 0521 - 6	213 SUNSHINE LN
99	0708 - 291 - 0522 - 4	209 SUNSHINE LN
100	0708 - 291 - 0523 - 2	205 SUNSHINE LN
101	0708 - 291 - 0524 - 0	201 SUNSHINE LN
102	0708 - 291 - 0601 - 6	206 SUNSHINE LN 10401 RUSTLING BIRCH RD
103	0708 - 291 - 0602 - 4	212 SUNSHINE LN
104	0708 - 291 - 0603 - 2	218 SUNSHINE LN
105	0708 - 291 - 0604 - 0	224 SUNSHINE LN

LOT #	PARCEL NUMBER	STREET ADDRESS
106	0708 - 291 - 0605 - 8	230 SUNSHINE LN
107	0708 - 291 - 0606 - 6	236 SUNSHINE LN
108	0708 - 291 - 0607 - 4	242 SUNSHINE LN 10404 MEANDERING WAY
109	0708 - 291 - 0701 - 4	304 SUNSHINE LN 10403 MEANDERING WAY
110	0708 - 291 - 0702 - 2	308 SUNSHINE LN
111	0708 - 291 - 0703 - 0	312 SUNSHINE LN
112	0708 - 291 - 0704 - 8	316 SUNSHINE LN
113	0708 - 291 - 0705 - 6	320 SUNSHINE LN
114	0708 - 291 - 0706 - 4	324 SUNSHINE LN
115	0708 - 291 - 0707 - 2	328 SUNSHINE LN
116	0708 - 291 - 0708 - 0	332 SUNSHINE LN
117	0708 - 291 - 0709 - 8	336 SUNSHINE LN
118	0708 - 291 - 0710 - 5	340 SUNSHINE LN
119	0708 - 291 - 0711 - 3	344 SUNSHINE LN
120	0708 - 291 - 0712 - 1	348 SUNSHINE LN 10402 SHADY BIRCH TRL
121	0708 - 291 - 0801 - 2	347 SUNSHINE LN 10324 SHADY BIRCH TRL
122	0708 - 291 - 0802 - 0	343 SUNSHINE LN
123	0708 - 291 - 0803 - 8	339 SUNSHINE LN
124	0708 - 291 - 0804 - 6	335 SUNSHINE LN
125	0708 - 291 - 0805 - 4	331 SUNSHINE LN
126	0708 - 291 - 0806 - 2	327 SUNSHINE LN
127	0708 - 291 - 0807 - 0	323 SUNSHINE LN
128	0708 - 291 - 0808 - 8	319 SUNSHINE LN
129	0708 - 291 - 0809 - 6	315 SUNSHINE LN
130	0708 - 291 - 0810 - 3	311 SUNSHINE LN
131	0708 - 291 - 0811 - 1	307 SUNSHINE LN
132	0708 - 291 - 0812 - 9	303 SUNSHINE LN 10247 MEANDERING WAY
133	0708 - 291 - 0813 - 7	10243 MEANDERING WAY
134	0708 - 291 - 0814 - 5	10239 MEANDERING WAY
135	0708 - 291 - 0815 - 3	10235 MEANDERING WAY
136	0708 - 291 - 0816 - 1	10231 MEANDERING WAY
137	0708 - 291 - 0817 - 9	10227 MEANDERING WAY
138	0708 - 291 - 0818 - 7	10223 MEANDERING WAY
139	0708 - 291 - 0819 - 5	10219 MEANDERING WAY
140	0708 - 291 - 0820 - 2	10215 MEANDERING WAY
141	0708 - 291 - 0821 - 0	10211 MEANDERING WAY
142	0708 - 291 - 0822 - 8	10207 MEANDERING WAY
143	0708 - 291 - 0823 - 6	10203 MEANDERING WAY 304 SUGAR MAPLE LN
144	0708 - 291 - 0824 - 4	310 SUGAR MAPLE LN
145	0708 - 291 - 0825 - 2	316 SUGAR MAPLE LN
146	0708 - 291 - 0826 - 0	322 SUGAR MAPLE LN
147	0708 - 291 - 0827 - 8	328 SUGAR MAPLE LN 40202 ARBOR MIST PASS
148	0708 - 291 - 0828 - 6	10206 ARBOR MIST PASS
149	0708 - 291 - 0829 - 4	10210 ARBOR MIST PASS
150	0708 - 291 - 0830 - 1	10214 ARBOR MIST PASS
151	0708 - 291 - 0831 - 9	10218 ARBOR MIST PASS
152	0708 - 291 - 0832 - 7	10222 ARBOR MIST PASS
153	0708 - 291 - 0833 - 5	10226 ARBOR MIST PASS
154	0708 - 291 - 0834 - 3	10230 ARBOR MIST PASS
155	0708 - 291 - 0835 - 1	402 WINDY PEAK RD
156	0708 - 291 - 0836 - 9	406 WINDY PEAK RD
157	0708 - 291 - 0837 - 7	410 WINDY PEAK RD
158	0708 - 291 - 0838 - 5	414 WINDY PEAK RD
159	0708 - 291 - 0839 - 3	418 WINDY PEAK RD
160	0708 - 291 - 0840 - 0	422 WINDY PEAK RD
161	0708 - 291 - 0841 - 8	426 WINDY PEAK RD 10320 SHADY BIRCH TRL

LOT #	PARCEL NUMBER	STREET ADDRESS
162	0708 - 291 - 0901 - 0	10316 SHADY BIRCH TRL 431 WINDY PEAK RD
163	0708 - 291 - 0902 - 8	427 WINDY PEAK RD
164	0708 - 291 - 0903 - 6	423 WINDY PEAK RD
165	0708 - 291 - 0904 - 4	419 WINDY PEAK RD
166	0708 - 291 - 0905 - 2	415 WINDY PEAK RD
167	0708 - 291 - 0906 - 0	411 WINDY PEAK RD
168	0708 - 291 - 0907 - 8	405 WINDY PEAK RD 10227 ARBOR MIST PASS
169	0708 - 291 - 0908 - 6	402 BLUE MOON DR 10221 ARBOR MIST PASS
170	0708 - 291 - 0909 - 4	406 BLUE MOON DR
171	0708 - 291 - 0910 - 1	410 BLUE MOON DR
172	0708 - 291 - 0911 - 9	414 BLUE MOON DR
173	0708 - 291 - 0912 - 7	418 BLUE MOON DR
174	0708 - 291 - 0913 - 5	422 BLUE MOON DR
175	0708 - 291 - 0914 - 3	426 BLUE MOON DR
176	0708 - 291 - 0915 - 1	430 BLUE MOON DR
177	0708 - 291 - 0916 - 9	10304 SHADY BIRCH TRL 442 BLUE MOON DR
178	0708 - 291 - 0917 - 7	10308 SHADY BIRCH TRL
179	0708 - 291 - 0918 - 5	10312 SHADY BIRCH TRL
180	0708 - 291 - 1001 - 7	10222 SHADY BIRCH TRL 445 BLUE MOON DR
181	0708 - 291 - 1002 - 5	441 BLUE MOON DR
182	0708 - 291 - 1003 - 3	437 BLUE MOON DR
183	0708 - 291 - 1004 - 1	433 BLUE MOON DR
184	0708 - 291 - 1005 - 9	429 BLUE MOON DR
185	0708 - 291 - 1006 - 7	425 BLUE MOON DR
186	0708 - 291 - 1007 - 5	421 BLUE MOON DR
187	0708 - 291 - 1008 - 3	417 BLUE MOON DR
188	0708 - 291 - 1009 - 1	413 BLUE MOON DR
189	0708 - 291 - 1010 - 8	409 BLUE MOON DR
190	0708 - 291 - 1011 - 6	405 BLUE MOON DR
191	0708 - 291 - 1012 - 4	401 BLUE MOON DR 10205 ARBOR MIST PASS
192	0708 - 291 - 1013 - 2	404 SUGAR MAPLE LN 10201 ARBOR MIST PASS
193	0708 - 291 - 1014 - 0	408 SUGAR MAPLE LN
194	0708 - 291 - 1015 - 8	412 SUGAR MAPLE LN
195	0708 - 291 - 1016 - 6	416 SUGAR MAPLE LN
196	0708 - 291 - 1017 - 4	420 SUGAR MAPLE LN
197	0708 - 291 - 1018 - 2	424 SUGAR MAPLE LN
198	0708 - 291 - 1019 - 0	428 SUGAR MAPLE LN
199	0708 - 291 - 1020 - 7	432 SUGAR MAPLE LN
200	0708 - 291 - 1021 - 5	436 SUGAR MAPLE LN
201	0708 - 291 - 1022 - 3	440 SUGAR MAPLE LN
202	0708 - 291 - 1023 - 1	444 SUGAR MAPLE LN
203	0708 - 291 - 1024 - 9	448 SUGAR MAPLE LN
204	0708 - 291 - 1025 - 7	452 SUGAR MAPLE LN
205	0708 - 291 - 1026 - 5	10202 SHADY BIRCH TRL 456 SUGAR MAPLE LN
206	0708 - 291 - 1027 - 3	10206 SHADY BIRCH TRL
207	0708 - 291 - 1028 - 1	10210 SHADY BIRCH TRL
208	0708 - 291 - 1029 - 9	10216 SHADY BIRCH TRL
209	0708 - 291 - 1101 - 5	10323 SHADY BIRCH TRL
210	0708 - 291 - 1102 - 3	10319 SHADY BIRCH TRL
211	0708 - 291 - 1103 - 1	10315 SHADY BIRCH TRL
212	0708 - 291 - 1104 - 9	10311 SHADY BIRCH TRL
213	0708 - 291 - 1105 - 7	10307 SHADY BIRCH TRL
214	0708 - 291 - 1106 - 5	10303 SHADY BIRCH TRL
215	0708 - 291 - 1107 - 3	10229 SHADY BIRCH TRL

LOT #	PARCEL NUMBER	STREET ADDRESS
216	0708 - 291 - 1108 - 1	10225 SHADY BIRCH TRL
217	0708 - 291 - 1109 - 9	10221 SHADY BIRCH TRL
218	0708 - 291 - 1110 - 6	10213 SHADY BIRCH TRL
219	0708 - 291 - 1111 - 4	10209 SHADY BIRCH TRL
220	0708 - 291 - 1112 - 2	10205 SHADY BIRCH TRL
221	0708 - 291 - 1113 - 0	10201 SHADY BIRCH TRL 502 SUGAR MAPLE LN
222	0708 - 291 - 1201 - 3	423 SUGAR MAPLE LN 10107 SILICON PRAIRIE PKWY
223	0708 - 291 - 1202 - 1	427 SUGAR MAPLE LN
224	0708 - 291 - 1203 - 9	431 SUGAR MAPLE LN
225	0708 - 291 - 1204 - 7	435 SUGAR MAPLE LN
226	0708 - 291 - 1205 - 5	439 SUGAR MAPLE LN
227	0708 - 291 - 1206 - 3	443 SUGAR MAPLE LN
228	0708 - 291 - 1207 - 1	447 SUGAR MAPLE LN
229	0708 - 291 - 1208 - 9	451 SUGAR MAPLE LN
230	0708 - 291 - 1209 - 7	455 SUGAR MAPLE LN
231	0708 - 291 - 1210 - 4	459 SUGAR MAPLE LN
OL 1	0708 - 291 - 0103 - 2	10354 RUSTLING BIRCH RD
OL 2	0708 - 291 - 0102 - 4	10350 RUSTLING BIRCH RD
OL 3	0708 - 291 - 0238 - 7	101 SUGAR MAPLE LN
OL 4	0708 - 291 - 0239 - 5	21 RUSTLING BIRCH CT
OL 5		<i>Dedicated Public Alley, no parcel number assigned</i>
OL 6	0708 - 291 - 0425 - 0	252 SUGAR MAPLE LN 10201 RUSTLING BIRCH RD 10210 MEANDERING WAY
OL 7		<i>parcel number assigned</i>
OL 8		<i>parcel number assigned</i>
OL 9	0708 - 291 - 1114 - 8	10327 SHADY BIRCH TRL
OL 10	0708 - 291 - 1115 - 6	10217 SHADY BIRCH TRL 506 SUGAR MAPLE LN
OL 11	0708 - 291 - 1211 - 2	505 SUGAR MAPLE LN 10103 SILICON PRAIRIE PKWY

Birchwood South

Lots 232-450 and Outlots 12-30, Southern Addition to Birchwood Point, City of Madison, Dane County, Wisconsin

LOT #	PARCEL NUMBER	STREET ADDRESS
OL 12	0708 - 291 - 1129 - 7	10250 WATTS RD ACER PARK
OL 13	0708 - 291 - 1116 - 4	510 SUGAR MAPLE LN WALKWAYS & BIKEPATH 536
232	0708 - 291 - 1128 - 9	10248 WATTS RD
233	0708 - 291 - 1127 - 1	10244 WATTS RD
234	0708 - 291 - 1126 - 3	10240 WATTS RD
235	0708 - 291 - 1125 - 5	10236 WATTS RD
236	0708 - 291 - 1124 - 7	10232 WATTS RD
237	0708 - 291 - 1123 - 9	10228 WATTS RD
238	0708 - 291 - 1122 - 1	10224 WATTS RD
239	0708 - 291 - 1121 - 3	10220 WATTS RD
240	0708 - 291 - 1120 - 5	10216 WATTS RD
241	0708 - 291 - 1119 - 8	10212 WATTS RD
242	0708 - 291 - 1118 - 0	10208 WATTS RD
243	0708 - 291 - 1117 - 2	10204 WATTS RD
244	0708 - 283 - 0206 - 1	10008 WATTS RD
245	0708 - 283 - 0207 - 9	10012 WATTS RD
246	0708 - 283 - 0208 - 7	10016 WATTS RD
247	0708 - 283 - 0209 - 5	10020 WATTS RD
248	0708 - 283 - 0210 - 2	10024 WATTS RD
249	0708 - 283 - 0211 - 0	10102 WATTS RD
250	0708 - 283 - 0212 - 8	10106 WATTS RD
251	0708 - 283 - 0213 - 6	10110 WATTS RD
252	0708 - 283 - 0214 - 4	10114 WATTS RD
253	0708 - 283 - 0215 - 2	10118 WATTS RD
254	0708 - 283 - 0216 - 0	10122 WATTS RD 513 SUGAR MAPLE LN
OL 14	0708 - 283 - 0205 - 3	10004 WATTS RD STORMWATER
255	0708 - 283 - 2001 - 3	10023 WATTS RD
OL 15	0708 - 283 - 2002 - 1	10019 WATTS RD PRIVATE FUTURE DEV
256	0708 - 294 - 0906 - 4	516 NOBLE OAK RUN
257	0708 - 294 - 0907 - 2	520 NOBLE OAK RUN
258	0708 - 294 - 0908 - 0	524 NOBLE OAK RUN
OL 16	0708 - 294 - 0909 - 8	528 NOBLE OAK RUN PRIVATE FUTURE DEV
OL 17	0708 - 294 - 0901 - 4	533 SUGAR MAPLE LN PRIVATE FUTURE DEV
259	0708 - 294 - 0902 - 2	529 SUGAR MAPLE LN
260	0708 - 294 - 0903 - 0	525 SUGAR MAPLE LN
261	0708 - 294 - 0904 - 8	521 SUGAR MAPLE LN
262	0708 - 294 - 0905 - 6	517 SUGAR MAPLE LN
263	0708 - 294 - 0501 - 2	10231 WATTS RD
264	0708 - 294 - 0502 - 0	10227 WATTS RD
265	0708 - 294 - 0503 - 8	10223 WATTS RD
266	0708 - 294 - 0504 - 6	10219 WATTS RD
267	0708 - 294 - 0505 - 4	10215 WATTS RD
268	0708 - 294 - 0506 - 2	10211 WATTS RD

LOT #	PARCEL NUMBER	STREET ADDRESS
269	0708 - 294 - 0507 - 0	10207 WATTS RD
270	0708 - 294 - 0508 - 8	10203 WATTS RD
OL 18	not parceled	Alley - not addressed
271	0708 - 294 - 0606 - 0	10202 SLEEPY PINE RDG
272	0708 - 294 - 0605 - 2	10206 SLEEPY PINE RDG
273	0708 - 294 - 0604 - 4	10210 SLEEPY PINE RDG
274	0708 - 294 - 0603 - 6	10214 SLEEPY PINE RDG
275	0708 - 294 - 0602 - 8	10218 SLEEPY PINE RDG
276	0708 - 294 - 0601 - 0	10222 SLEEPY PINE RDG
OL 19	0708 - 294 - 0301 - 6	10239 WATTS RD PRIVATE OPEN SPACE
OL 20	0708 - 294 - 0401 - 4	10239 SLEEPY PINE RDG PRIVATE OPEN SPACE
277	0708 - 294 - 0202 - 6	602 OLD TIMBER PASS
278	0708 - 294 - 0203 - 4	606 OLD TIMBER PASS
279	0708 - 294 - 0204 - 2	610 OLD TIMBER PASS
280	0708 - 294 - 0205 - 0	614 OLD TIMBER PASS
281	0708 - 294 - 0206 - 8	618 OLD TIMBER PASS
282	0708 - 294 - 0207 - 6	622 OLD TIMBER PASS
283	0708 - 294 - 0208 - 4	626 OLD TIMBER PASS
284	0708 - 294 - 0209 - 2	630 OLD TIMBER PASS
285	0708 - 294 - 0210 - 9	634 OLD TIMBER PASS
286	0708 - 294 - 0211 - 7	638 OLD TIMBER PASS
287	0708 - 294 - 0212 - 5	642 OLD TIMBER PASS
288	0708 - 294 - 0213 - 3	646 OLD TIMBER PASS
289	0708 - 294 - 0214 - 1	650 OLD TIMBER PASS
290	0708 - 294 - 0215 - 9	654 OLD TIMBER PASS
291	0708 - 294 - 0216 - 7	655 BIRCH BLOSSOM RD
292	0708 - 294 - 0217 - 5	651 BIRCH BLOSSOM RD
293	0708 - 294 - 0218 - 3	647 BIRCH BLOSSOM RD
294	0708 - 294 - 0219 - 1	643 BIRCH BLOSSOM RD
295	0708 - 294 - 0220 - 8	639 BIRCH BLOSSOM RD
296	0708 - 294 - 0221 - 6	635 BIRCH BLOSSOM RD
297	0708 - 294 - 0222 - 4	631 BIRCH BLOSSOM RD
298	0708 - 294 - 0223 - 2	627 BIRCH BLOSSOM RD
299	0708 - 294 - 0224 - 0	623 BIRCH BLOSSOM RD
300	0708 - 294 - 0225 - 8	619 BIRCH BLOSSOM RD
301	0708 - 294 - 0226 - 6	615 BIRCH BLOSSOM RD
302	0708 - 294 - 0227 - 4	611 BIRCH BLOSSOM RD
303	0708 - 294 - 0228 - 2	607 BIRCH BLOSSOM RD
304	0708 - 294 - 0201 - 8	603 BIRCH BLOSSOM RD
305	0708 - 294 - 0103 - 6	604 BIRCH BLOSSOM RD
306	0708 - 294 - 0104 - 4	608 BIRCH BLOSSOM RD
307	0708 - 294 - 0105 - 2	612 BIRCH BLOSSOM RD
308	0708 - 294 - 0106 - 0	616 BIRCH BLOSSOM RD
309	0708 - 294 - 0107 - 8	620 BIRCH BLOSSOM RD
310	0708 - 294 - 0108 - 6	624 BIRCH BLOSSOM RD
311	0708 - 294 - 0109 - 4	628 BIRCH BLOSSOM RD
312	0708 - 294 - 0110 - 1	632 BIRCH BLOSSOM RD
313	0708 - 294 - 0111 - 9	636 BIRCH BLOSSOM RD

LOT #	PARCEL NUMBER	STREET ADDRESS
314	0708 - 294 - 0112 - 7	640 BIRCH BLOSSOM RD
315	0708 - 294 - 0113 - 5	644 BIRCH BLOSSOM RD
316	0708 - 294 - 0114 - 3	648 BIRCH BLOSSOM RD
317	0708 - 294 - 0115 - 1	652 BIRCH BLOSSOM RD
318	0708 - 294 - 0116 - 9	656 BIRCH BLOSSOM RD
319	0708 - 294 - 0801 - 6	604 SUGAR MAPLE LN
320	0708 - 294 - 0802 - 4	606 SUGAR MAPLE LN
321	0708 - 294 - 0803 - 2	608 SUGAR MAPLE LN
322	0708 - 294 - 0804 - 0	610 SUGAR MAPLE LN
323	0708 - 294 - 0805 - 8	612 SUGAR MAPLE LN
324	0708 - 294 - 0806 - 6	614 SUGAR MAPLE LN
325	0708 - 294 - 0807 - 4	616 SUGAR MAPLE LN
326	0708 - 294 - 0808 - 2	618 SUGAR MAPLE LN
327	0708 - 294 - 0809 - 0	620 SUGAR MAPLE LN
328	0708 - 294 - 0810 - 7	622 SUGAR MAPLE LN
OL 21	Alley - not parceled	Alley - not addressed
329	0708 - 294 - 0710 - 9	653 OLD TIMBER PASS
330	0708 - 294 - 0709 - 2	651 OLD TIMBER PASS
331	0708 - 294 - 0708 - 4	647 OLD TIMBER PASS
332	0708 - 294 - 0707 - 6	645 OLD TIMBER PASS
333	0708 - 294 - 0706 - 8	641 OLD TIMBER PASS
334	0708 - 294 - 0705 - 0	639 OLD TIMBER PASS
335	0708 - 294 - 0704 - 2	635 OLD TIMBER PASS
336	0708 - 294 - 0703 - 4	633 OLD TIMBER PASS
337	0708 - 294 - 0702 - 6	629 OLD TIMBER PASS
338	0708 - 294 - 0701 - 8	627 OLD TIMBER PASS
339	0708 - 294 - 1011 - 0	605 SUGAR MAPLE LN
340	0708 - 294 - 1010 - 2	609 SUGAR MAPLE LN
341	0708 - 294 - 1009 - 5	613 SUGAR MAPLE LN
342	0708 - 294 - 1008 - 7	619 SUGAR MAPLE LN
343	0708 - 294 - 1007 - 9	623 SUGAR MAPLE LN
344	0708 - 294 - 1006 - 1	627 SUGAR MAPLE LN
345	0708 - 294 - 1005 - 3	701 SUGAR MAPLE LN
346	0708 - 294 - 1004 - 5	707 SUGAR MAPLE LN
347	0708 - 294 - 1003 - 7	711 SUGAR MAPLE LN
348	0708 - 294 - 1002 - 9	715 SUGAR MAPLE LN
OL 22	0708 - 294 - 1001 - 1	719 SUGAR MAPLE LN PRIVATE FUTURE DEV
349	0708 - 294 - 1501 - 1	702 SUGAR MAPLE LN
350	0708 - 294 - 1502 - 9	704 SUGAR MAPLE LN
351	0708 - 294 - 1503 - 7	706 SUGAR MAPLE LN
352	0708 - 294 - 1504 - 5	708 SUGAR MAPLE LN
353	0708 - 294 - 1505 - 3	710 SUGAR MAPLE LN
354	0708 - 294 - 1506 - 1	712 SUGAR MAPLE LN
355	0708 - 294 - 1507 - 9	714 SUGAR MAPLE LN
356	0708 - 294 - 1508 - 7	716 SUGAR MAPLE LN
357	0708 - 294 - 1509 - 5	718 SUGAR MAPLE LN
358	0708 - 294 - 1510 - 2	720 SUGAR MAPLE LN
OL 23	Alley - not parceled	Alley - not addressed
359	0708 - 294 - 1411 - 2	743 OLD TIMBER PASS
360	0708 - 294 - 1410 - 4	739 OLD TIMBER PASS
361	0708 - 294 - 1409 - 7	735 OLD TIMBER PASS
362	0708 - 294 - 1408 - 9	731 OLD TIMBER PASS
363	0708 - 294 - 1407 - 1	727 OLD TIMBER PASS

LOT #	PARCEL NUMBER	STREET ADDRESS
364	0708 - 294 - 1406 - 3	723 OLD TIMBER PASS
365	0708 - 294 - 1405 - 5	719 OLD TIMBER PASS
366	0708 - 294 - 1404 - 7	715 OLD TIMBER PASS
367	0708 - 294 - 1403 - 9	711 OLD TIMBER PASS
368	0708 - 294 - 1402 - 1	707 OLD TIMBER PASS
369	0708 - 294 - 1401 - 3	703 OLD TIMBER PASS
370	0708 - 294 - 1304 - 9	10301 QUIET LEAF DR
371	0708 - 294 - 1305 - 7	712 OLD TIMBER PASS
372	0708 - 294 - 1306 - 5	716 OLD TIMBER PASS
373	0708 - 294 - 1307 - 3	722 OLD TIMBER PASS
374	0708 - 294 - 1308 - 1	726 OLD TIMBER PASS
375	0708 - 294 - 1309 - 9	732 OLD TIMBER PASS
376	0708 - 294 - 1310 - 6	736 OLD TIMBER PASS
377	0708 - 294 - 1311 - 4	10302 HAZY SKY PKWY 740 OLD TIMBER PASS
378	0708 - 294 - 1312 - 2	10306 HAZY SKY PKWY
379	0708 - 294 - 1313 - 0	10310 HAZY SKY PKWY
380	0708 - 294 - 1314 - 8	10314 HAZY SKY PKWY
381	0708 - 294 - 1315 - 6	737 BIRCH BLOSSOM RD
382	0708 - 294 - 1316 - 4	733 BIRCH BLOSSOM RD
383	0708 - 294 - 1317 - 2	729 BIRCH BLOSSOM RD
384	0708 - 294 - 1318 - 0	725 BIRCH BLOSSOM RD
385	0708 - 294 - 1319 - 8	721 BIRCH BLOSSOM RD
386	0708 - 294 - 1320 - 5	717 BIRCH BLOSSOM RD
387	0708 - 294 - 1321 - 3	713 BIRCH BLOSSOM RD
388	0708 - 294 - 1301 - 5	10313 QUIET LEAF DR
389	0708 - 294 - 1302 - 3	10309 QUIET LEAF DR
390	0708 - 294 - 1303 - 1	10305 QUIET LEAF DR
391	0708 - 294 - 1101 - 9	702 BIRCH BLOSSOM RD
392	0708 - 294 - 1102 - 7	706 BIRCH BLOSSOM RD
393	0708 - 294 - 1103 - 5	710 BIRCH BLOSSOM RD
394	0708 - 294 - 1104 - 3	714 BIRCH BLOSSOM RD
395	0708 - 294 - 1105 - 1	10316 TWIN TREASURE DR
396	0708 - 294 - 1106 - 9	10320 TWIN TREASURE DR
397	0708 - 294 - 1107 - 7	10324 TWIN TREASURE DR
398	0708 - 294 - 1201 - 7	10325 TWIN TREASURE DR
399	0708 - 294 - 1202 - 5	10321 TWIN TREASURE DR
400	0708 - 294 - 1203 - 3	732 BIRCH BLOSSOM RD
401	0708 - 294 - 1204 - 1	736 BIRCH BLOSSOM RD
402	0708 - 294 - 1205 - 9	740 BIRCH BLOSSOM RD
403	0708 - 294 - 1206 - 7	744 BIRCH BLOSSOM RD
404	0708 - 294 - 1207 - 5	10322 HAZY SKY PKWY
405	0708 - 294 - 1208 - 3	10326 HAZY SKY PKWY
406	0708 - 294 - 1209 - 1	10330 HAZY SKY PKWY
407	0708 - 294 - 2001 - 0	915 OLD TIMBER PASS
408	0708 - 294 - 2002 - 8	911 OLD TIMBER PASS
409	0708 - 294 - 2003 - 6	907 OLD TIMBER PASS
410	0708 - 294 - 1901 - 3	845 OLD TIMBER PASS
411	0708 - 294 - 1902 - 1	841 OLD TIMBER PASS
412	0708 - 294 - 1903 - 9	837 OLD TIMBER PASS
413	0708 - 294 - 1904 - 7	833 OLD TIMBER PASS
414	0708 - 294 - 1905 - 5	829 OLD TIMBER PASS
OL 24	0708 - 294 - 1906 - 3	825 OLD TIMBER PASS STORMWATER

LOT #	PARCEL NUMBER	STREET ADDRESS
415	0708 - 294 - 1907 - 1	821 OLD TIMBER PASS
416	0708 - 294 - 1908 - 9	817 OLD TIMBER PASS
417	0708 - 294 - 1909 - 7	813 OLD TIMBER PASS
OL 25	0708 - 294 - 1910 - 4	809 OLD TIMBER PASS STORMWATER
418	0708 - 294 - 1911 - 2	805 OLD TIMBER PASS
419	0708 - 294 - 1912 - 0	10209 HAZY SKY PKWY
420	0708 - 294 - 1913 - 8	10205 HAZY SKY PKWY
OL 26	0708 - 294 - 1915 - 4	726 MAPLE SUGAR LN PRIVATE FUTURE DEV
OL 27	0708 - 294 - 1914 - 6	10201 HAZY SKY PKWY PRIVATE FUTURE DEV
421	0708 - 294 - 1601 - 9	804 BARN SWALLOW CIR
422	0708 - 294 - 1602 - 7	808 BARN SWALLOW CIR
423	0708 - 294 - 1603 - 5	812 BARN SWALLOW CIR
424	0708 - 294 - 1604 - 3	816 BARN SWALLOW CIR
425	0708 - 294 - 1801 - 5	820 BARN SWALLOW CIR
426	0708 - 294 - 1802 - 3	824 BARN SWALLOW CIR
427	0708 - 294 - 1803 - 1	828 BARN SWALLOW CIR
428	0708 - 294 - 1804 - 9	832 BARN SWALLOW CIR
429	0708 - 294 - 1805 - 7	836 BARN SWALLOW CIR
430	0708 - 294 - 1806 - 5	840 BARN SWALLOW CIR
431	0708 - 294 - 1807 - 3	844 BARN SWALLOW CIR
432	0708 - 294 - 1808 - 1	848 BARN SWALLOW CIR
433	0708 - 294 - 1809 - 9	831 BARN SWALLOW CIR
434	0708 - 294 - 1810 - 6	827 BARN SWALLOW CIR
435	0708 - 294 - 1811 - 4	823 BARN SWALLOW CIR
436	0708 - 294 - 1812 - 2	819 BARN SWALLOW CIR
437	0708 - 294 - 1813 - 0	815 BARN SWALLOW CIR
438	0708 - 294 - 1814 - 8	811 BARN SWALLOW CIR
439	0708 - 294 - 1815 - 6	807 BARN SWALLOW CIR
440	0708 - 294 - 1816 - 4	803 BARN SWALLOW CIR
OL 28	0708 - 294 - 1817 - 2	10303 HAZY SKY PKWY BIRCHWOOD POINT PARK
OL 29	0708 - 294 - 1818 - 0	10350 VALLEY VIEW RD STORMWATER
441	0708 - 294 - 1819 - 8	826 OLD TIMBER PASS
442	0708 - 294 - 1820 - 5	830 OLD TIMBER PASS
443	0708 - 294 - 1821 - 3	834 OLD TIMBER PASS
444	0708 - 294 - 1822 - 1	838 OLD TIMBER PASS
445	0708 - 294 - 1823 - 9	842 OLD TIMBER PASS

LOT #	PARCEL NUMBER	STREET ADDRESS
446	0708 - 294 - 1824 - 7	846 OLD TIMBER PASS
447	0708 - 294 - 1825 - 5	902 OLD TIMBER PASS
448	0708 - 294 - 1826 - 3	906 OLD TIMBER PASS
449	0708 - 294 - 1827 - 1	910 OLD TIMBER PASS
450	0708 - 294 - 1828 - 9	914 OLD TIMBER PASS
OL 30	0708 - 294 - 1701 - 7	899 BARN SWALLOW CIR PRIVATE OPEN SPACE

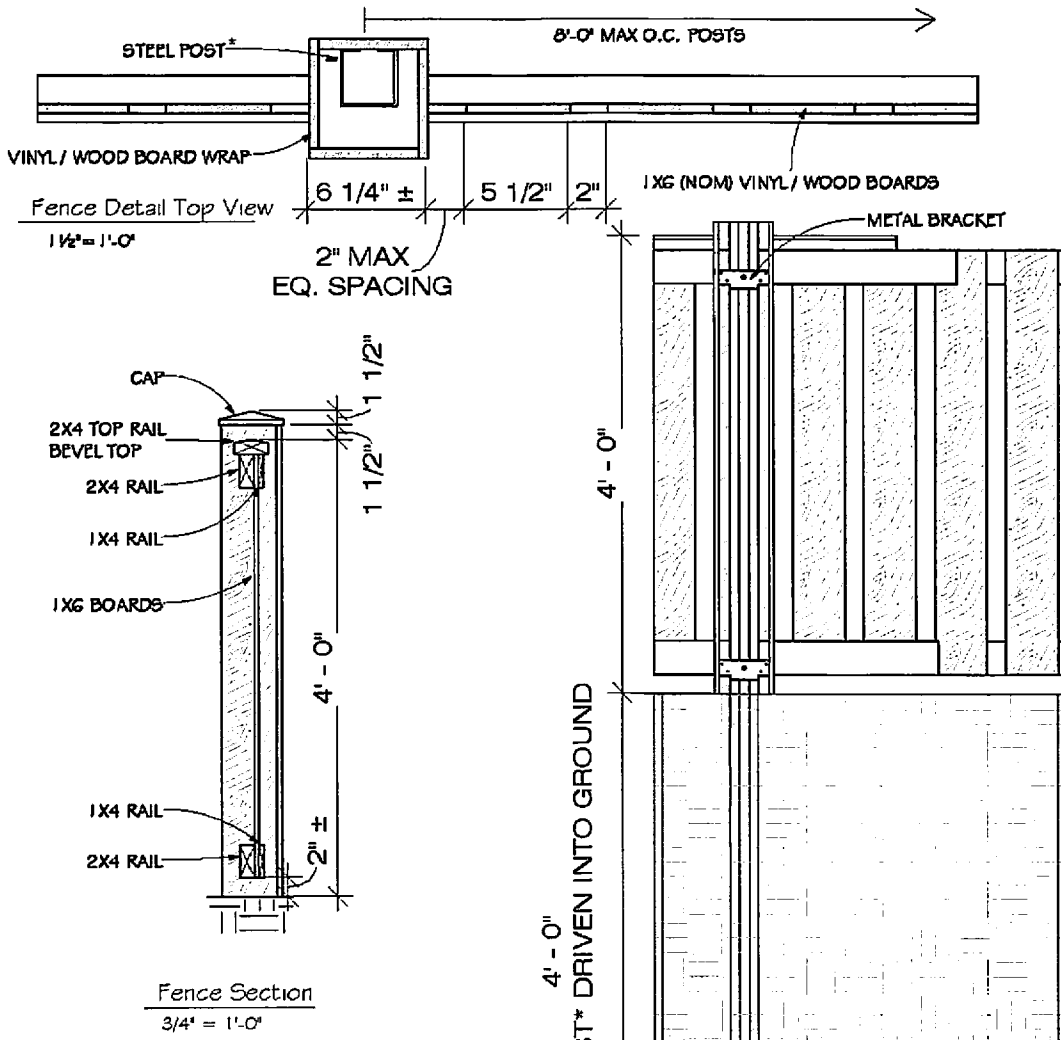
EXHIBIT "C"

**Total Minimum Points for Landscaping**

<b>Lot(s)</b>	<b>Minimum Points for Foundation Plantings</b>	<b>Total Minimum Points for Landscaping</b>
<b>39-45, 54-101, Birchwood Point, and 232-243, 263-338 Birchwood South</b>	300	425
<b>2-38, 46-53, 102-231, Birchwood Point, and 244-262, 339-450 Birchwood South</b>	350	500



# BIRCHWOOD POINT - EXHIBIT E-1



**NOTE:**  
MANDATORY COLORS (NO VARIANCE WILL BE ALLOWED)

- VINYL COLOR: "SANDSTONE"
- STAIN/PAINT COLOR: "JERSEY SPOT" by HALLMAN LINDSEY\*

\*not required to buy Hallman Lindsey, but color must match

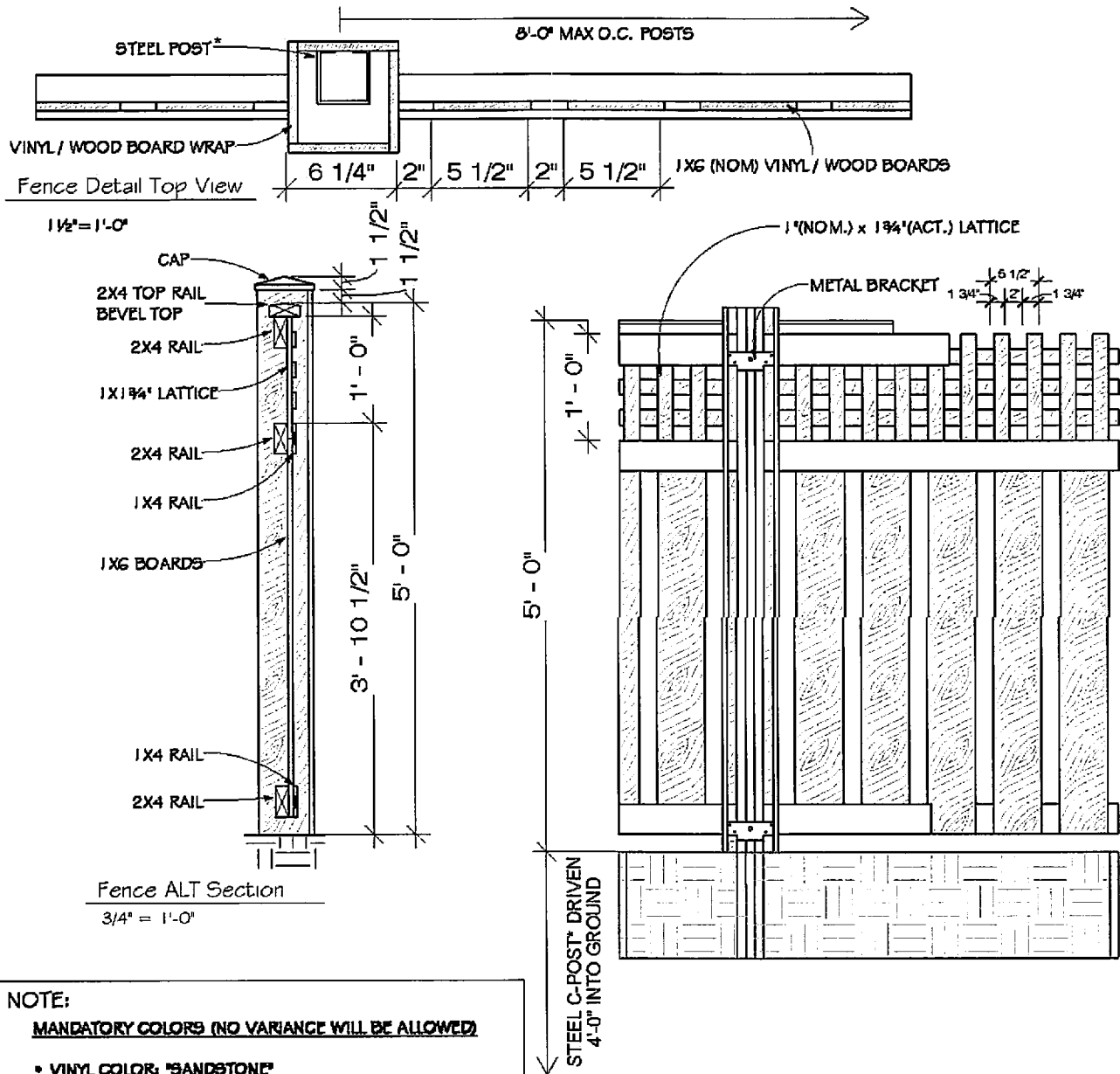


6601 South Towne Drive  
 Madison, WI 53713  
 Phone 608.226.3100  
 Fax 608.226.0600

- CUSTOM BUILT ON THE JOBSITE
  - INSTALLED WITH STEEL C-POSTS DRIVEN APPROX. 4' INTO GROUND\*
  - INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS
  - MAX HEIGHT 4'-0"
  - STYLE MUST BE IN WOOD OR VINYL OR COMPOSITE
- \*4x4 treated wood post may be substituted for steel c-post

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

# BIRCHWOOD POINT - EXHIBIT E-2



**NOTE:**  
**MANDATORY COLORS (NO VARIANCE WILL BE ALLOWED)**

- VINYL COLOR: "SANDSTONE"
- STAINPAINT COLOR: "JERSEY SPOT" by HALLMAN LINDSAY\*

\*not required to buy Hallman Lindsay, but color must match

- CUSTOM BUILT ON THE JOBSITE
- INSTALLED WITH STEEL C-POSTS DRIVEN APPROX. 4' INTO GROUND\*
- INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS
- MAX HEIGHT 4'-0"
- STYLE MUST BE IN WOOD OR VINYL OR COMPOSITE

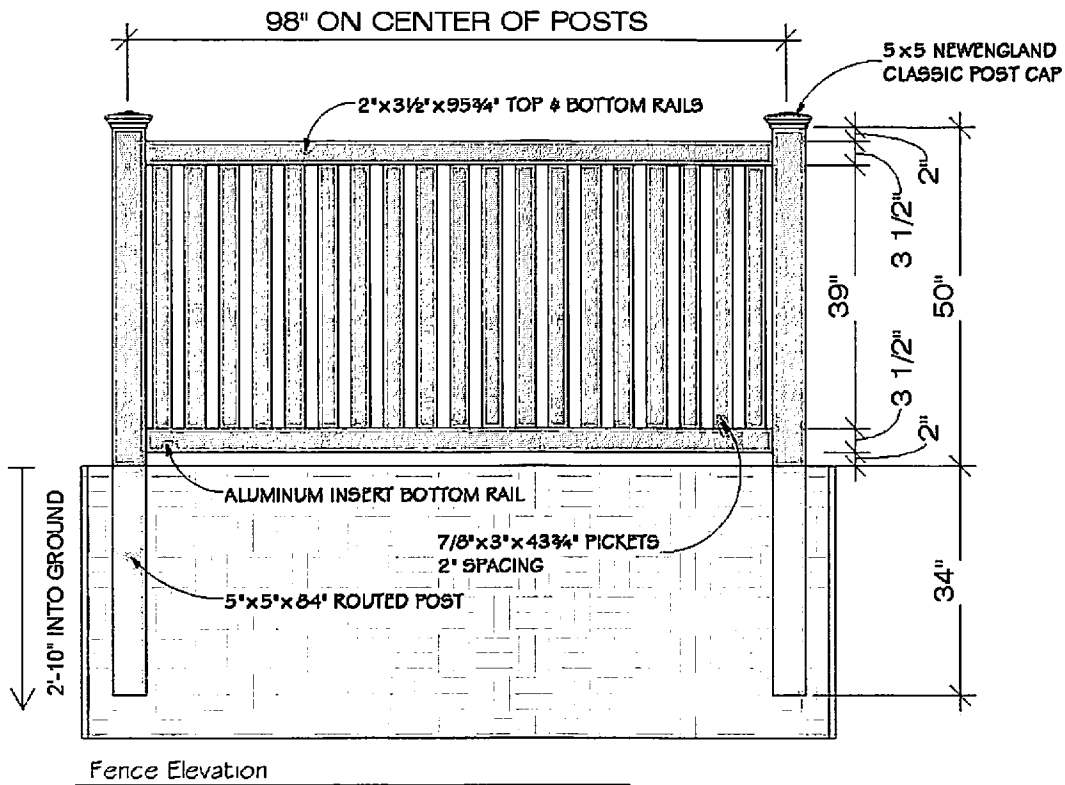
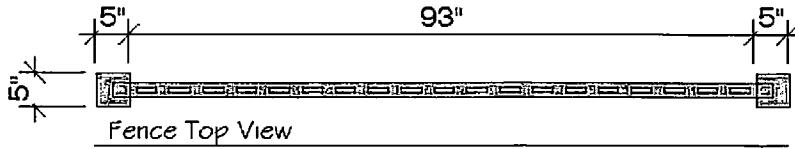
\* 6x6 treated wood post may be substituted for steel c-post



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 Phone 608.226.3100  
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Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

# BIRCHWOOD POINT SOUTH - EXHIBIT E-3



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

EXHIBIT "I"

**Responsibility and Guidelines of the Owner and Twin Home Sub-Association  
for Twin Lots 232-243 and 263-338, Birchwood South**

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

**Owner Responsibilities and Guidelines:**

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

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

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

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

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

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

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

**Association Responsibility and Guidelines:**

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

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

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



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Tx:8614578

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**5111295**  
11/18/2014 4:21 PM  
Trans. Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 56

Document No.

# BIRCHWOOD POINT DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

Drafted by and return to:  
**Jeff Rosenberg**  
**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 10 day of November, 2014, by VH Birchwood Point, LLC, a Wisconsin Limited Liability Company (collectively, hereinafter referred to as the "**Declarant**") and/or their successors and assigns.

\*MREC

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

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

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

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

powers of owning, maintaining and administering the Common Property and facilities, as set forth below, and administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges as hereinafter or in the future created or established, and promoting the health, welfare and recreation of the Development's residents. Declarant will incorporate The Birchwood Point 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 real property Lots 1-231, Outlots 1-11 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 Birchwood Point 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 VH Birchwood Point, LLC; a Wisconsin Limited Liability Company and/or their successors and assigns.

**D)** "Lot" shall mean and refer to the lands described as Birchwood Point 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 shall 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 be responsible for payment of assessments attributable to all Lots owned by Declarant, whether in a phase of the Development that has been developed, is currently being developed, or will be developed in the future. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit. With respect to multi-family residential apartments, duplex homes and townhouses, each apartment, duplex unit or townhouse unit, shall be considered a Dwelling Unit. By way of example and not limitation, if a townhouse has six separate apartments, each such apartment shall be considered a Dwelling Unit and each such apartment shall be assigned one Assessment Unit. With respect to condominiums, each individual condominium 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) Multi-Family Residential Apartments	Seventy-five/100ths (.75) per Dwelling Unit.

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

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

**D) Ownership.**

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

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



3) The Common Property shall be conveyed to the Association by the Declarant. The Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned by the Association. 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 \_\_\_\_\_ 1, 2014 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 all private Lots and Outlot 3 shall be permitted. The remaining Outlots are dedicated to the City and uses are noted for informational purposes only.

A) Lot 1 shall be used as multifamily residential purposes.

B) Lots 2-231 shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined below. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter.

C) No principal or accessory buildings or structures (pools, gazebos, etc.) shall be permitted outside the developable areas of Lots 141-144, 148-154, 161 and 182-190 within the Tree Preservation Easement Area (see Exhibit "G"). Removal of trees within the tree preservation easements is prohibited except for the removal of dead or diseased trees, or the removal of undergrowth.

D) Outlot 1 is dedicated to the public for stormwater management, greenway and pedestrian/bike path purposes.

E) Outlot 2, 10 and 11 shall be dedicated to the public and used for storm water management and storm sewer purposes.

F) Outlots 3 shall be used as private open space.

- G) Outlot 4 is dedicated to the public for pedestrian/bike path purposes.
- H) Outlot 5, 7 and 8 as shown on the Plat, shall be alleys, and dedicated to the public for roadway purposes
- I) Outlot 6 and 9 shall be dedicated to the City of Madison for park purposes.

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 (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 54-65 are subject to a seven foot (7') wide private sidewalk and public sanitary sewer and water main easement. Private sidewalk will serve as primary access to adjoining homes as well as the users of the public park is available for public use. Snow removal on the sidewalk

will be the responsibility of the individual homeowner that fronts their portion of their sidewalk, however, the Homeowners Association will be responsible for maintenance repairs and replacement as the sidewalk benefits the entire neighborhood.

**F)** Lots 141, 142 and 149-154 will have a maximum buildable area for structures eighty-five feet (85') from the front property line. Lot 148 will have a maximum buildable area for structures seventy-five feet (75') from the front property line. Lots 182-190 will have a maximum buildable area for structures ninety feet (90') from the front property line.

**G)** Wetland Buffer Area. Homesite 217 is subject to Wetland Buffer. Homesite containing a portion of a delineated wetland buffer (defined as any area within seventy-five (75') feet of a delineated wetland) will be required to maintain that portion of the Homesite falling within the buffer as follows:

- a. General Restrictions: No grade changes shall be permitted to Wetland Buffer Areas. No activity that adversely affects the natural flow of surface or underground waters within the area permitted.
- b. Permitted uses: Fences shall be permitted in the Wetland Buffer Areas, subject to approval, as outlined in the Restrictions. Also permitted shall be recreational structures of open construction and without walls such as swing sets, slides, yard gyms, climbers, and sand boxes.
- c. Restricted Uses: No temporary or permanent structures shall be erected such as outbuildings, porches, decks, stoops, fireplaces or chimneys or recreational structures of closed construction.
- d. Any planting, including but not limited to trees, bushes, shrubs, seeding or restoration treatments proposed for any such area shall require the advance written consent of the Association and may require advance written consent from the City of Madison prior to commencement.

**H)** No principal or accessory buildings or structures (pools, gazebos, etc.) shall be permitted outside the developable areas of Lots 141-144, 148-154, 161 and 182-190 within the Tree Preservation Easement Area (see Exhibit "G"). Removal of trees within the tree preservation easements is prohibited except for the removal of dead or diseased trees, or the removal of undergrowth.

**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.

**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) Mailboxes and posts.** Mailboxes and posts serving homes in the neighborhood, whether individual or multi-gang, will be provided by Declarant at Declarant's sole cost and expense. Damaged or missing mailboxes and post shall be replaced with a mailbox and post identical in all respects with that originally provided, at the sole cost and expense of the Owner(s). The location and placement of the mailboxes shall be at the sole discretion of the United States Postal Service.

**B-16) Notices to Owners.** The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in the Property:

**A)** Portions of the property have been approved for multi-family which may include apartments and/or condominiums. By acceptance of a deed to a Lot, Owners accept such uses and waive any objections to the same.

**B)** Public: Public Alleys (collectively, "Alleys") as shown on the Plat as Outlot 5, 7 and 8. Said Alley will be dedicated to the City of Madison. The cost of the maintenance of the Alleys shall be the responsibility of the City of Madison. Certain Lots in the Development border Alleys, which are intended to serve as the access to such Lots. Restrictions on the Alleys are summarized as follows:

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

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

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

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

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

**B-17) 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**”) in the form attached hereto as Exhibit “F”, 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.

**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:

Birchwood Point 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 | Main Street          |
| Prairie | Shingle   | Traditional | Victorian | Southern Traditional |

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

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

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

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

**C) Garage.**

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

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

3) A front-entry garage cannot project beyond the face of the home or the open porch. The garage face must be set back a minimum of 2'-0" from the front elevation or otherwise comply with the applicable zoning classification requirements.

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

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

**D) Ornamental Design Elements.**

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

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

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

4) The window wrap shall be 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 or projecting gable is required at brick walls not extending into a gable are encouraged, 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 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 and a small bay window, and beyond structure line at open porches. 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.
- 4) Any elevations facing public streets or spaces shall have a minimum of two (2) windows with wrap trim or shutters and window grills as appropriate and one (1) gable vent.
- 5) The use of brick or stone is encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, a 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.

## **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 wood, vinyl or other material as approved by the Committee. A zoning approval 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.

Fencing shall consist of wood or vinyl. Only one style of fencing is permitted and is detailed 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.
- d) Fencing stain or paint color by Hallman Lindsay of ES 530 Jersey Spot (or similar color by other manufacturer) is the only color allowed for wood material and the color by Ply Gem Fence/Railing of Sandstone (or similar color by other manufacturer) 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 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 shall consist of wood or vinyl. Only one style of fencing is permitted and is detailed in Exhibit "E".
  - e) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
  - f) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
  - g) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run.
  - h) Fencing stain or paint color by Hallman Lindsay of ES 530 Jersey Spot (or similar color by other manufacturer) is the only color allowed for wood material and the color by Ply Gem Fence/Railing of Sandstone (or similar color by other manufacturer) 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



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

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

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

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

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

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

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

**E-7) Notices.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said MREC VH Birchwood Point LLC Delaware Limited Liability Companies has caused these presents to be signed and sealed this 10 day of November, 2014.

MREC VH Birchwood Point LLC  
By: VH Birchwood Point LLC, Member and Project  
Manager

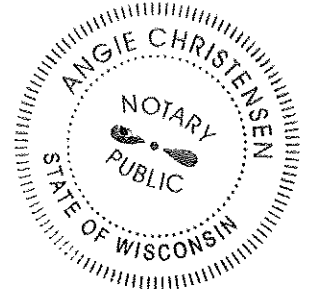
By: *David Simon*  
David Simon, Authorized Officer and Signatory

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF DANE )

Personally came before me this 10 day of November, 2014 David Simon the Authorized Officer and Signatory of VH Birchwood Point LLC a Delaware 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, 2016

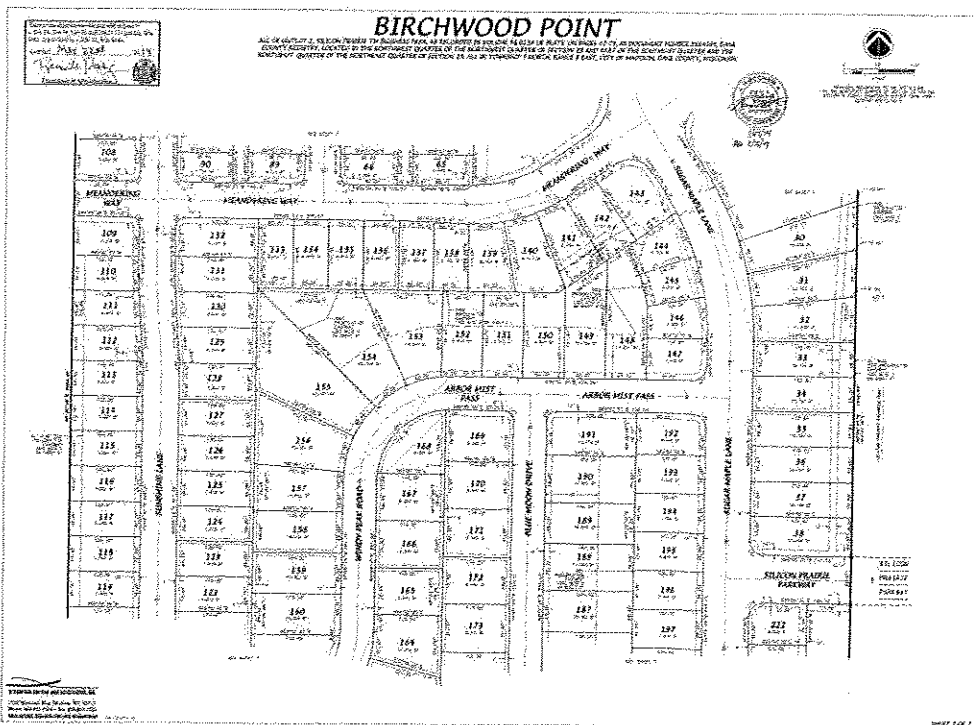
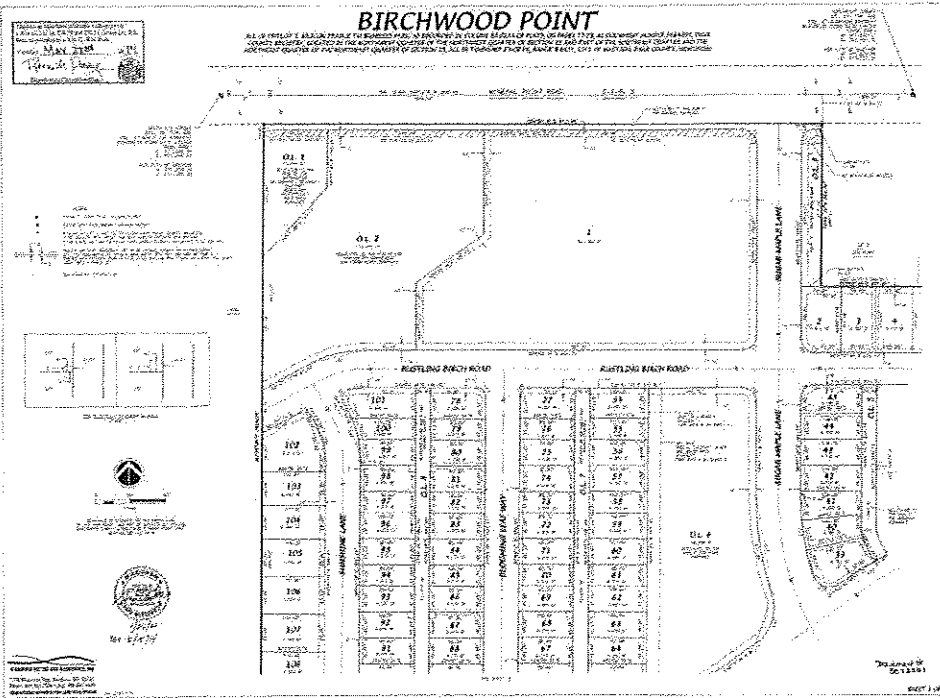


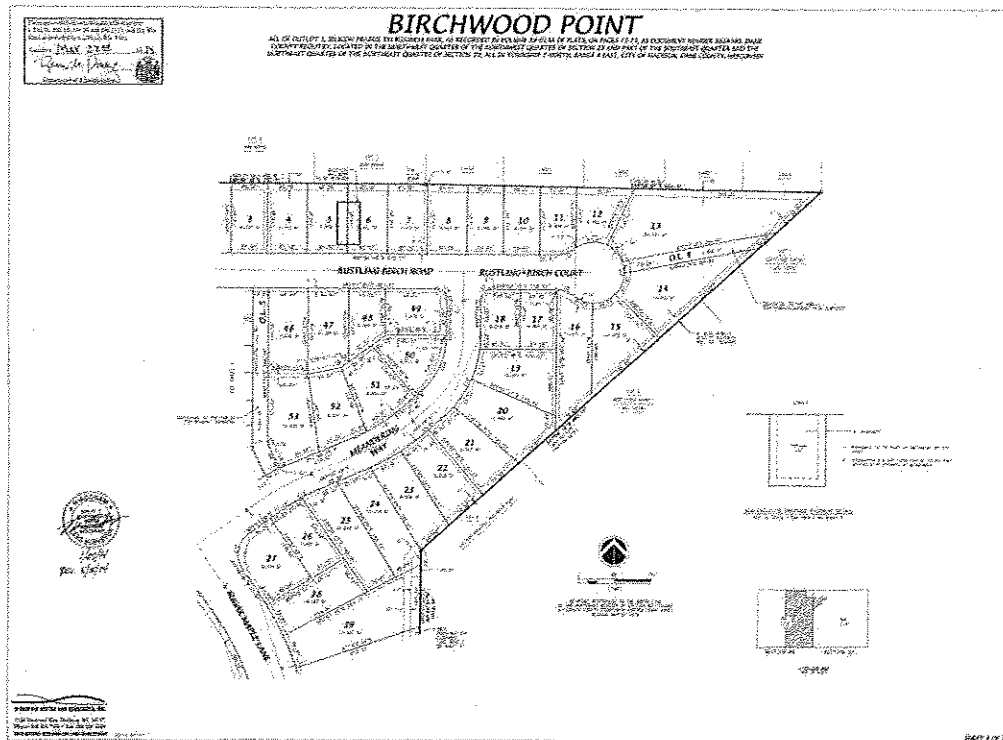
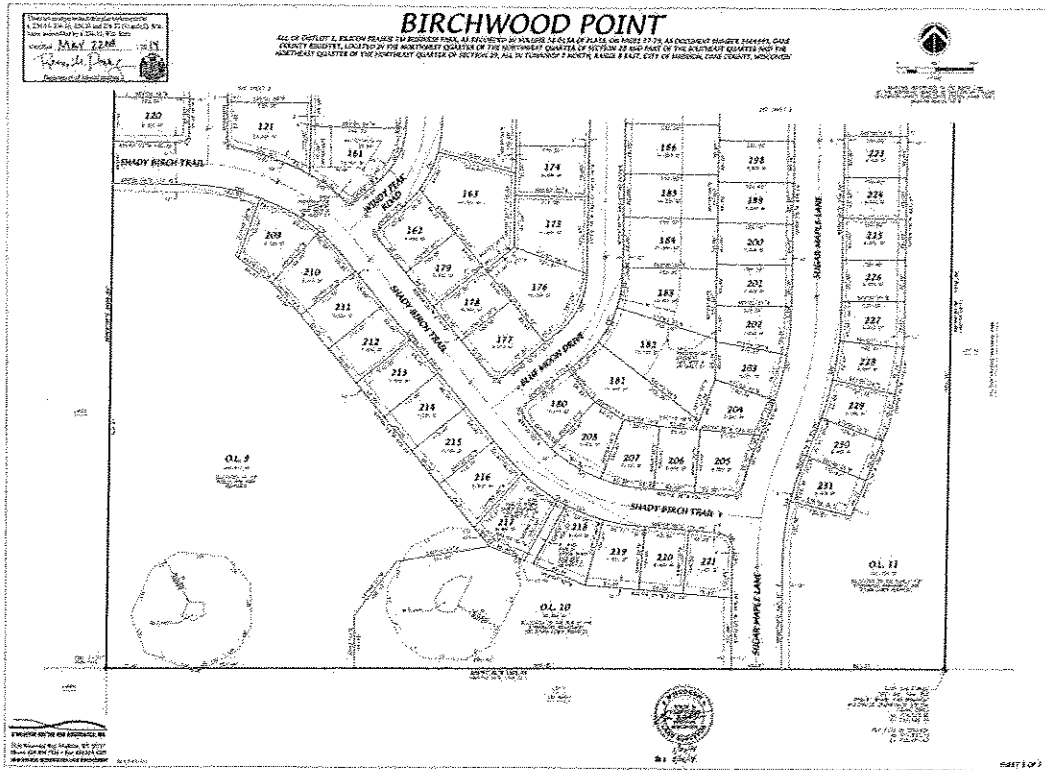


**NOTE:** Please be advised that the undersigned hereby directs viewers to ignore the illegible printed text material on the map attached to this Exhibit "A". Only the spatial relationships of the illustrations on the map are being presented for your information.

*David Simon*  
Print Name: DAVID SIMON

**Exhibit "A"**









# BIRCHWOOD POINT

ALL OF WHICH IS HEREIN POWERED BY THESE PARTS, AS RECORDED IN VOLUME 14714 OF PLATS, ON PAGE 1775, AS AN ADJUTANT SURVEY 1844-1851 FROM COUNTY SURVEYER LOCATED IN THE SOUTHWEST QUARTER OF THE ADJUTANT QUARTER OF SECTION 27, 10 T. 14 N. 10 W. RANGE 3 NORTH, T. 14 N. R. 3 WEST, CITY OF MISSOURI, MISSOURI.

RECORDED IN VOLUME 14714 OF PLATS, ON PAGE 1775, AS AN ADJUTANT SURVEY 1844-1851 FROM COUNTY SURVEYER LOCATED IN THE SOUTHWEST QUARTER OF THE ADJUTANT QUARTER OF SECTION 27, 10 T. 14 N. 10 W. RANGE 3 NORTH, T. 14 N. R. 3 WEST, CITY OF MISSOURI, MISSOURI.

SECTION 1  
I, the undersigned, being duly qualified as a Surveyor under the laws of the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the person claiming to be the owner of the same.

Witness my hand and seal this 1st day of May, 1908.



SECTION 2  
I, the undersigned, being duly qualified as a Surveyor under the laws of the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the person claiming to be the owner of the same.

Witness my hand and seal this 1st day of May, 1908.



SECTION 3  
I, the undersigned, being duly qualified as a Surveyor under the laws of the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the person claiming to be the owner of the same.

Witness my hand and seal this 1st day of May, 1908.



SECTION 4  
I, the undersigned, being duly qualified as a Surveyor under the laws of the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the person claiming to be the owner of the same.

Witness my hand and seal this 1st day of May, 1908.

RECORDED IN VOLUME 14714 OF PLATS, ON PAGE 1775, AS AN ADJUTANT SURVEY 1844-1851 FROM COUNTY SURVEYER LOCATED IN THE SOUTHWEST QUARTER OF THE ADJUTANT QUARTER OF SECTION 27, 10 T. 14 N. 10 W. RANGE 3 NORTH, T. 14 N. R. 3 WEST, CITY OF MISSOURI, MISSOURI.

## Exhibit "B"

LOT #	PARCEL NUMBER	STREET ADDRESS
1	0708 - 291 - 0101 - 6	10202 RUSTLING BIRCH RD 102 SUGAR MAPLE LN
2	0708 - 291 - 0201 - 4	10126 RUSTLING BIRCH RD 105 SUGAR MAPLE LN
3	0708 - 291 - 0202 - 2	10122 RUSTLING BIRCH RD
4	0708 - 291 - 0203 - 0	10118 RUSTLING BIRCH RD
5	0708 - 291 - 0204 - 8	10114 RUSTLING BIRCH RD
6	0708 - 291 - 0205 - 6	10110 RUSTLING BIRCH RD
7	0708 - 291 - 0206 - 4	10106 RUSTLING BIRCH RD
8	0708 - 291 - 0207 - 2	10102 RUSTLING BIRCH RD
9	0708 - 291 - 0208 - 0	2 RUSTLING BIRCH CT
10	0708 - 291 - 0209 - 8	6 RUSTLING BIRCH CT
11	0708 - 291 - 0210 - 5	10 RUSTLING BIRCH CT
12	0708 - 291 - 0211 - 3	14 RUSTLING BIRCH CT
13	0708 - 291 - 0212 - 1	18 RUSTLING BIRCH CT
14	0708 - 291 - 0213 - 9	17 RUSTLING BIRCH CT
15	0708 - 291 - 0214 - 7	13 RUSTLING BIRCH CT
16	0708 - 291 - 0215 - 5	9 RUSTLING BIRCH CT
17	0708 - 291 - 0216 - 3	5 RUSTLING BIRCH CT
18	0708 - 291 - 0217 - 1	1 RUSTLING BIRCH CT 10101 MEANDERING WAY
19	0708 - 291 - 0218 - 9	10105 MEANDERING WAY
20	0708 - 291 - 0219 - 7	10109 MEANDERING WAY
21	0708 - 291 - 0220 - 4	10113 MEANDERING WAY
*22	0708 - 291 - 0221 - 2	10117 MEANDERING WAY MADISON SCHOOL DIST
*22	0708 - 291 - 0299 - 9	10117 MEANDERING WAY # SCHL MIDDLETON/CROSS PLAINS SCH DIST
*23	0708 - 291 - 0222 - 0	10121 MEANDERING WAY MADISON SCHOOL DIST
*23	0708 - 291 - 0298 - 1	10121 MEANDERING WAY # SCHL MIDDLETON/CROSS PLAINS SCH DIST
24	0708 - 291 - 0223 - 8	10125 MEANDERING WAY
25	0708 - 291 - 0224 - 6	10129 MEANDERING WAY
26	0708 - 291 - 0225 - 4	10133 MEANDERING WAY
27	0708 - 291 - 0226 - 2	10137 MEANDERING WAY 303 SUGAR MAPLE LN
28	0708 - 291 - 0227 - 0	307 SUGAR MAPLE LN
29	0708 - 291 - 0228 - 8	311 SUGAR MAPLE LN
30	0708 - 291 - 0229 - 6	315 SUGAR MAPLE LN
31	0708 - 291 - 0230 - 3	319 SUGAR MAPLE LN
32	0708 - 291 - 0231 - 1	323 SUGAR MAPLE LN
33	0708 - 291 - 0232 - 9	327 SUGAR MAPLE LN
34	0708 - 291 - 0233 - 7	331 SUGAR MAPLE LN
35	0708 - 291 - 0234 - 5	403 SUGAR MAPLE LN
36	0708 - 291 - 0235 - 3	407 SUGAR MAPLE LN
37	0708 - 291 - 0236 - 1	411 SUGAR MAPLE LN
38	0708 - 291 - 0237 - 9	415 SUGAR MAPLE LN 10106 SILICON PRAIRIE PKWY
39	0708 - 291 - 0301 - 2	237 SUGAR MAPLE LN 10136 MEANDERING WAY
40	0708 - 291 - 0302 - 0	231 SUGAR MAPLE LN
41	0708 - 291 - 0303 - 8	225 SUGAR MAPLE LN
42	0708 - 291 - 0304 - 6	219 SUGAR MAPLE LN
43	0708 - 291 - 0305 - 4	213 SUGAR MAPLE LN
44	0708 - 291 - 0306 - 2	207 SUGAR MAPLE LN

45	0708 - 291 - 0307 - 0	201 SUGAR MAPLE LN 10125 RUSTLING BIRCH RD
46	0708 - 291 - 0308 - 8	10117 RUSTLING BIRCH RD
47	0708 - 291 - 0309 - 6	10113 RUSTLING BIRCH RD
48	0708 - 291 - 0310 - 3	10109 RUSTLING BIRCH RD
*49	0708 - 291 - 0311 - 1	10102 MEANDERING WAY 10105 RUSTLING BIRCH RD MADISON SCHOOL DIST
*49	0708 - 291 - 0399 - 7	10102 MEANDERING WAY # SCHL MIDDLETON/CROSS PLAINS SCH DIST
*50	0708 - 291 - 0312 - 9	10108 MEANDERING WAY MADISON SCHOOL DIST
*50	0708 - 291 - 0398 - 9	10108 MEANDERING WAY # SCHL MIDDLETON/CROSS PLAINS SCH DIST
51	0708 - 291 - 0313 - 7	10116 MEANDERING WAY
52	0708 - 291 - 0314 - 5	10122 MEANDERING WAY
53	0708 - 291 - 0315 - 3	10128 MEANDERING WAY
54	0708 - 291 - 0401 - 0	204 SUGAR MAPLE LN
55	0708 - 291 - 0402 - 8	208 SUGAR MAPLE LN
56	0708 - 291 - 0403 - 6	212 SUGAR MAPLE LN
57	0708 - 291 - 0404 - 4	216 SUGAR MAPLE LN
58	0708 - 291 - 0405 - 2	220 SUGAR MAPLE LN
59	0708 - 291 - 0406 - 0	224 SUGAR MAPLE LN
60	0708 - 291 - 0407 - 8	228 SUGAR MAPLE LN
61	0708 - 291 - 0408 - 6	232 SUGAR MAPLE LN
62	0708 - 291 - 0409 - 4	236 SUGAR MAPLE LN
63	0708 - 291 - 0410 - 1	240 SUGAR MAPLE LN
64	0708 - 291 - 0411 - 9	244 SUGAR MAPLE LN
65	0708 - 291 - 0412 - 7	248 SUGAR MAPLE LN
66	0708 - 291 - 0413 - 5	247 BLOOMING LEAF WAY
67	0708 - 291 - 0414 - 3	243 BLOOMING LEAF WAY
68	0708 - 291 - 0415 - 1	239 BLOOMING LEAF WAY
69	0708 - 291 - 0416 - 9	235 BLOOMING LEAF WAY
70	0708 - 291 - 0417 - 7	231 BLOOMING LEAF WAY
71	0708 - 291 - 0418 - 5	227 BLOOMING LEAF WAY
72	0708 - 291 - 0419 - 3	223 BLOOMING LEAF WAY
73	0708 - 291 - 0420 - 0	219 BLOOMING LEAF WAY
74	0708 - 291 - 0421 - 8	215 BLOOMING LEAF WAY
75	0708 - 291 - 0422 - 6	211 BLOOMING LEAF WAY
76	0708 - 291 - 0423 - 4	207 BLOOMING LEAF WAY
77	0708 - 291 - 0424 - 2	203 BLOOMING LEAF WAY
78	0708 - 291 - 0501 - 8	202 BLOOMING LEAF WAY
79	0708 - 291 - 0502 - 6	206 BLOOMING LEAF WAY
80	0708 - 291 - 0503 - 4	210 BLOOMING LEAF WAY
81	0708 - 291 - 0504 - 2	214 BLOOMING LEAF WAY
82	0708 - 291 - 0505 - 0	218 BLOOMING LEAF WAY
83	0708 - 291 - 0506 - 8	222 BLOOMING LEAF WAY
84	0708 - 291 - 0507 - 6	226 BLOOMING LEAF WAY
85	0708 - 291 - 0508 - 4	230 BLOOMING LEAF WAY
86	0708 - 291 - 0509 - 2	234 BLOOMING LEAF WAY
87	0708 - 291 - 0510 - 9	238 BLOOMING LEAF WAY
88	0708 - 291 - 0511 - 7	242 BLOOMING LEAF WAY
89	0708 - 291 - 0512 - 5	246 BLOOMING LEAF WAY
90	0708 - 291 - 0513 - 3	245 SUNSHINE LN
91	0708 - 291 - 0514 - 1	241 SUNSHINE LN
92	0708 - 291 - 0515 - 9	237 SUNSHINE LN
93	0708 - 291 - 0516 - 7	233 SUNSHINE LN
94	0708 - 291 - 0517 - 5	229 SUNSHINE LN
95	0708 - 291 - 0518 - 3	225 SUNSHINE LN

96	0708 - 291 - 0519 - 1	221 SUNSHINE LN
97	0708 - 291 - 0520 - 8	217 SUNSHINE LN
98	0708 - 291 - 0521 - 6	213 SUNSHINE LN
99	0708 - 291 - 0522 - 4	209 SUNSHINE LN
100	0708 - 291 - 0523 - 2	205 SUNSHINE LN
101	0708 - 291 - 0524 - 0	201 SUNSHINE LN
102	0708 - 291 - 0601 - 6	206 SUNSHINE LN
		10401 RUSTLING BIRCH RD
103	0708 - 291 - 0602 - 4	212 SUNSHINE LN
104	0708 - 291 - 0603 - 2	218 SUNSHINE LN
105	0708 - 291 - 0604 - 0	224 SUNSHINE LN
106	0708 - 291 - 0605 - 8	230 SUNSHINE LN
107	0708 - 291 - 0606 - 6	236 SUNSHINE LN
108	0708 - 291 - 0607 - 4	242 SUNSHINE LN
		10404 MEANDERING WAY
109	0708 - 291 - 0701 - 4	304 SUNSHINE LN
		10403 MEANDERING WAY
110	0708 - 291 - 0702 - 2	308 SUNSHINE LN
111	0708 - 291 - 0703 - 0	312 SUNSHINE LN
112	0708 - 291 - 0704 - 8	316 SUNSHINE LN
113	0708 - 291 - 0705 - 6	320 SUNSHINE LN
114	0708 - 291 - 0706 - 4	324 SUNSHINE LN
115	0708 - 291 - 0707 - 2	328 SUNSHINE LN
116	0708 - 291 - 0708 - 0	332 SUNSHINE LN
117	0708 - 291 - 0709 - 8	336 SUNSHINE LN
118	0708 - 291 - 0710 - 5	340 SUNSHINE LN
119	0708 - 291 - 0711 - 3	344 SUNSHINE LN
120	0708 - 291 - 0712 - 1	348 SUNSHINE LN
		10402 SHADY BIRCH TRL
121	0708 - 291 - 0801 - 2	347 SUNSHINE LN
		10324 SHADY BIRCH TRL
122	0708 - 291 - 0802 - 0	343 SUNSHINE LN
123	0708 - 291 - 0803 - 8	339 SUNSHINE LN
124	0708 - 291 - 0804 - 6	335 SUNSHINE LN
125	0708 - 291 - 0805 - 4	331 SUNSHINE LN
126	0708 - 291 - 0806 - 2	327 SUNSHINE LN
127	0708 - 291 - 0807 - 0	323 SUNSHINE LN
128	0708 - 291 - 0808 - 8	319 SUNSHINE LN
129	0708 - 291 - 0809 - 6	315 SUNSHINE LN
130	0708 - 291 - 0810 - 3	311 SUNSHINE LN
131	0708 - 291 - 0811 - 1	307 SUNSHINE LN
132	0708 - 291 - 0812 - 9	303 SUNSHINE LN
		10247 MEANDERING WAY
133	0708 - 291 - 0813 - 7	10243 MEANDERING WAY
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136	0708 - 291 - 0816 - 1	10231 MEANDERING WAY
137	0708 - 291 - 0817 - 9	10227 MEANDERING WAY
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139	0708 - 291 - 0819 - 5	10219 MEANDERING WAY
140	0708 - 291 - 0820 - 2	10215 MEANDERING WAY
141	0708 - 291 - 0821 - 0	10211 MEANDERING WAY
142	0708 - 291 - 0822 - 8	10207 MEANDERING WAY
143	0708 - 291 - 0823 - 6	10203 MEANDERING WAY
		304 SUGAR MAPLE LN
144	0708 - 291 - 0824 - 4	310 SUGAR MAPLE LN
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146	0708 - 291 - 0826 - 0	322 SUGAR MAPLE LN
147	0708 - 291 - 0827 - 8	328 SUGAR MAPLE LN
		10202 ARBOR MIST PASS

148	0708 - 291 - 0828 - 6	10208 ARBOR MIST PASS
149	0708 - 291 - 0829 - 4	10210 ARBOR MIST PASS
150	0708 - 291 - 0830 - 1	10214 ARBOR MIST PASS
151	0708 - 291 - 0831 - 9	10218 ARBOR MIST PASS
152	0708 - 291 - 0832 - 7	10222 ARBOR MIST PASS
153	0708 - 291 - 0833 - 5	10226 ARBOR MIST PASS
154	0708 - 291 - 0834 - 3	10230 ARBOR MIST PASS
155	0708 - 291 - 0835 - 1	402 WINDY PEAK RD
156	0708 - 291 - 0836 - 9	406 WINDY PEAK RD
157	0708 - 291 - 0837 - 7	410 WINDY PEAK RD
158	0708 - 291 - 0838 - 5	414 WINDY PEAK RD
159	0708 - 291 - 0839 - 3	418 WINDY PEAK RD
160	0708 - 291 - 0840 - 0	422 WINDY PEAK RD
161	0708 - 291 - 0841 - 8	426 WINDY PEAK RD
		10320 SHADY BIRCH TRL
162	0708 - 291 - 0901 - 0	10316 SHADY BIRCH TRL
		431 WINDY PEAK RD
163	0708 - 291 - 0902 - 8	427 WINDY PEAK RD
164	0708 - 291 - 0903 - 6	423 WINDY PEAK RD
165	0708 - 291 - 0904 - 4	419 WINDY PEAK RD
166	0708 - 291 - 0905 - 2	415 WINDY PEAK RD
167	0708 - 291 - 0906 - 0	411 WINDY PEAK RD
168	0708 - 291 - 0907 - 8	405 WINDY PEAK RD
		10227 ARBOR MIST PASS
169	0708 - 291 - 0908 - 6	402 BLUE MOON DR
		10221 ARBOR MIST PASS
170	0708 - 291 - 0909 - 4	406 BLUE MOON DR
171	0708 - 291 - 0910 - 1	410 BLUE MOON DR
172	0708 - 291 - 0911 - 9	414 BLUE MOON DR
173	0708 - 291 - 0912 - 7	418 BLUE MOON DR
174	0708 - 291 - 0913 - 5	422 BLUE MOON DR
175	0708 - 291 - 0914 - 3	426 BLUE MOON DR
176	0708 - 291 - 0915 - 1	430 BLUE MOON DR
177	0708 - 291 - 0916 - 9	10304 SHADY BIRCH TRL
		442 BLUE MOON DR
178	0708 - 291 - 0917 - 7	10308 SHADY BIRCH TRL
179	0708 - 291 - 0918 - 5	10312 SHADY BIRCH TRL
180	0708 - 291 - 1001 - 7	10222 SHADY BIRCH TRL
		445 BLUE MOON DR
181	0708 - 291 - 1002 - 5	441 BLUE MOON DR
182	0708 - 291 - 1003 - 3	437 BLUE MOON DR
183	0708 - 291 - 1004 - 1	433 BLUE MOON DR
184	0708 - 291 - 1005 - 9	429 BLUE MOON DR
185	0708 - 291 - 1006 - 7	425 BLUE MOON DR
186	0708 - 291 - 1007 - 5	421 BLUE MOON DR
187	0708 - 291 - 1008 - 3	417 BLUE MOON DR
188	0708 - 291 - 1009 - 1	413 BLUE MOON DR
189	0708 - 291 - 1010 - 8	409 BLUE MOON DR
190	0708 - 291 - 1011 - 6	405 BLUE MOON DR
191	0708 - 291 - 1012 - 4	401 BLUE MOON DR
		10205 ARBOR MIST PASS
192	0708 - 291 - 1013 - 2	404 SUGAR MAPLE LN
		10201 ARBOR MIST PASS
193	0708 - 291 - 1014 - 0	408 SUGAR MAPLE LN
194	0708 - 291 - 1015 - 8	412 SUGAR MAPLE LN
195	0708 - 291 - 1016 - 6	416 SUGAR MAPLE LN
196	0708 - 291 - 1017 - 4	420 SUGAR MAPLE LN
197	0708 - 291 - 1018 - 2	424 SUGAR MAPLE LN
198	0708 - 291 - 1019 - 0	428 SUGAR MAPLE LN
199	0708 - 291 - 1020 - 7	432 SUGAR MAPLE LN

200	0708 - 291 - 1021 - 5	436 SUGAR MAPLE LN
201	0708 - 291 - 1022 - 3	440 SUGAR MAPLE LN
202	0708 - 291 - 1023 - 1	444 SUGAR MAPLE LN
203	0708 - 291 - 1024 - 9	448 SUGAR MAPLE LN
204	0708 - 291 - 1025 - 7	452 SUGAR MAPLE LN
205	0708 - 291 - 1026 - 5	10202 SHADY BIRCH TRL 456 SUGAR MAPLE LN
206	0708 - 291 - 1027 - 3	10206 SHADY BIRCH TRL
207	0708 - 291 - 1028 - 1	10210 SHADY BIRCH TRL
208	0708 - 291 - 1029 - 9	10216 SHADY BIRCH TRL
209	0708 - 291 - 1101 - 5	10323 SHADY BIRCH TRL
210	0708 - 291 - 1102 - 3	10319 SHADY BIRCH TRL
211	0708 - 291 - 1103 - 1	10315 SHADY BIRCH TRL
212	0708 - 291 - 1104 - 9	10311 SHADY BIRCH TRL
213	0708 - 291 - 1105 - 7	10307 SHADY BIRCH TRL
214	0708 - 291 - 1106 - 5	10303 SHADY BIRCH TRL
215	0708 - 291 - 1107 - 3	10229 SHADY BIRCH TRL
216	0708 - 291 - 1108 - 1	10225 SHADY BIRCH TRL
217	0708 - 291 - 1109 - 9	10221 SHADY BIRCH TRL
218	0708 - 291 - 1110 - 6	10213 SHADY BIRCH TRL
219	0708 - 291 - 1111 - 4	10209 SHADY BIRCH TRL
220	0708 - 291 - 1112 - 2	10205 SHADY BIRCH TRL
221	0708 - 291 - 1113 - 0	10201 SHADY BIRCH TRL 502 SUGAR MAPLE LN
222	0708 - 291 - 1201 - 3	423 SUGAR MAPLE LN 10107 SILICON PRAIRIE PKWY
223	0708 - 291 - 1202 - 1	427 SUGAR MAPLE LN
224	0708 - 291 - 1203 - 9	431 SUGAR MAPLE LN
225	0708 - 291 - 1204 - 7	435 SUGAR MAPLE LN
226	0708 - 291 - 1205 - 5	439 SUGAR MAPLE LN
227	0708 - 291 - 1206 - 3	443 SUGAR MAPLE LN
228	0708 - 291 - 1207 - 1	447 SUGAR MAPLE LN
229	0708 - 291 - 1208 - 9	451 SUGAR MAPLE LN
230	0708 - 291 - 1209 - 7	455 SUGAR MAPLE LN
231	0708 - 291 - 1210 - 4	459 SUGAR MAPLE LN
OL 1	0708 - 291 - 0103 - 2	10354 RUSTLING BIRCH RD
OL 2	0708 - 291 - 0102 - 4	10350 RUSTLING BIRCH RD
OL 3	0708 - 291 - 0238 - 7	101 SUGAR MAPLE LN
OL 4	0708 - 291 - 0239 - 5	21 RUSTLING BIRCH CT
OL 5		<i>Dedicated Public Alley, no parcel number assigned</i>
OL 6	0708 - 291 - 0425 - 0	252 SUGAR MAPLE LN 10201 RUSTLING BIRCH RD 10210 MEANDERING WAY
OL 7		<i>Dedicated Public Alley, no parcel number assigned</i>
OL 8		<i>Dedicated Public Alley, no parcel number assigned</i>
OL 9	0708 - 291 - 1114 - 8	10327 SHADY BIRCH TRL
OL 10	0708 - 291 - 1115 - 6	10217 SHADY BIRCH TRL 506 SUGAR MAPLE LN
OL 11	0708 - 291 - 1211 - 2	505 SUGAR MAPLE LN 10103 SILICON PRAIRIE PKWY

EXHIBIT "C"

**Total Minimum Points for Landscaping**

<b>Lot(s)</b>	<b>Minimum Points for Foundation Plantings</b>	<b>Total Minimum Points for Landscaping</b>
<b>39-45, 54-101</b>	<b>300</b>	<b>425</b>
<b>2-38, 46-53, 102-231</b>	<b>350</b>	<b>500</b>

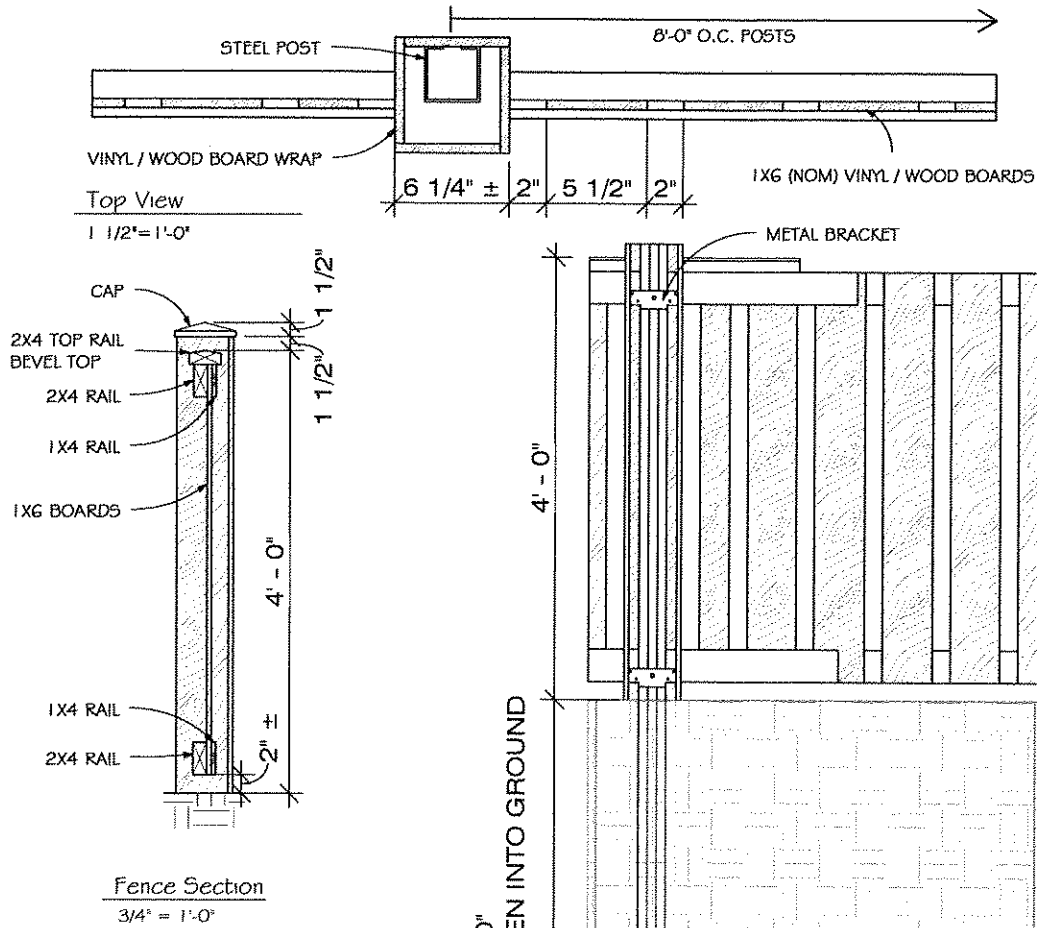
**EXHIBIT "D"**  
**Landscaping Elements**

<b>Elements</b>	<b>Point Schedule</b>
A) <i>Small Shade Trees (balled and burlaped)</i> ..... (1.5"-2" caliper at 6" from the roots)	50
B) <i>Medium Shade Trees (balled and burlaped)</i> ..... (2"-3" caliper at 6" from the roots)	100
C) <i>Large Shade Trees (balled and burlaped)</i> ..... (3"-4" caliper at 6" from the roots)	150
D) <i>Extra-Large Shade Trees (balled and burlaped)</i> ..... (4" + caliper at 6" from the roots)	200
E) <i>Ornamental Trees (balled and burlaped)</i> ..... (1.5"-2" caliper at 6" from the roots)	50
F) <i>Small Evergreen Trees</i> ..... (3' to 4.5' when planted)	25
G) <i>Medium 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 (BIRCHWOOD POINT)



**NOTE:**  
**MANDATORY COLORS (NO VARIANCE WILL BE ALLOWED)**

- **VINYL COLOR:** "SANDSTONE"
- **STAIN/PAINT COLOR:** "JERSEY SPOT" by HALLMAN LINDSAY\*

\*not required to buy Hallman Lindsay, but color must match

STEEL C-POST DRIVEN INTO GROUND  
 4'-0"

- CUSTOM BUILT ON THE JOBSITE
- INSTALLED WITH STEEL C-POSTS DRIVEN APPROX. 4' INTO GROUND
- INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS
- MAX HEIGHT 4'-0"
- STYLE MUST BE IN WOOD OR VINYL



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

**EXHIBIT "F"**  
**ARCHITECTURAL REVIEW APPLICATION**

1. Owner(s): \_\_\_\_\_
2. Property Address: \_\_\_\_\_
3. Mailing Address (if different): \_\_\_\_\_
4. Lot # / Neighborhood: \_\_\_\_\_
5. Contact Number: \_\_\_\_\_
6. Email Address: \_\_\_\_\_
7. General description of alterations being submitted:  
\_\_\_\_\_  
\_\_\_\_\_
8. Estimated starting date: \_\_\_\_\_
9. Estimated completion date: \_\_\_\_\_
10. Owner(s) hereby acknowledge they are familiar with the Declaration of Protective Covenants, Conditions and Restrictions (the "Restrictions"), as well as, Amendments to the Declaration of Protective Covenants, Conditions and Restrictions ("Amendments"), if any, of the neighborhood.
11. Owner(s) hereby acknowledge and agree to honor all deadlines, if any, for completion of improvements referenced herein as established by the Architectural Control Committee (the "Committee").
12. Owner(s) agree to store construction materials on the above referenced property only, and will bear the cost of repairing any damages caused to any such other areas for non compliance.
13. Owner(s) agree to remove all unused materials from public view within seven (7) days following the completion of any work.
14. Owners hereby acknowledge in the event the Committee fails to approve or disapprove within thirty (30) days after the application and related documents requiring approval have been submitted, the application will be deemed denied. Submission will not be complete, and the thirty (30) day approval time, shall not commence until after all documents required herein have been submitted.
15. Owners agree to construct improvements as approved by the Committee and submit any changes prior to construction.

**Required Exhibits and Supporting Documentation**

The documents listed below must accompany all application for Committee approval. Failure to submit the proper documents to the Committee will be considered incomplete and will be returned as unapproved.

1. Paint or stain colors: A sample of the color(s) intended to be used; along with existing paint colors on the home that will remain unchanged must be provided. Note: A photo of existing paint colors is an acceptable alternate to samples of existing colors. Paint or opaque stain matching the lighter of trim or siding color is required in Grandview Commons and Smith's Crossing. It is also encouraged in all neighborhoods (excluding Grandview Commons and Smith's Crossing), however, wood finish stains on rear year fences will be considered in these neighborhoods.

2. Finish materials: A written description and/or sample of all finish material to be used for Exterior modification must be provided.
3. Site plan or plot plan: A site plan or plot plan, drawn to scale, showing the exact location and dimension of the proposed alternations, including orientation with respect to the property lines and all structures, must be provided for applications, including but not limited to decks, patios, walls, storage sheds, fences, gazebos and any structural additions to the home. Please note if this document is not included with every application, the application will be returned to you for re-submission. To expedite your request, use a Veridian site plan.
4. Architectural drawing and/or landscape plans: Complete detailed architectural drawings or plans must be provided for, including but not limited to decks, storage sheds, fences, gazebos and structural addition to the home, as well as, surrounding landscaping or topography changes of the lot.
5. Contractors' estimate/proposal/plans: Bids receive may include the majority of the above described requirements. If they meet the criteria of item 3 above, you may attach these documents to the application to be submitted. NOTE: Drawings used to estimate material costs may not represent actual dimensions. The cost listed may be deleted as the Committee is not interested in the cost of the improvement.
6. Additional exhibits: Additional exhibits may be required in order to permit adequate evaluation of the proposed changes. Feel free to contact the Committee for guidance prior to submission of application if in doubt.

**NOTICE GIVEN TO OWNERS**

1. Nothing contained herein shall be construed to represent those alterations to lots or buildings in accordance with these plans shall not violate any of the provision of the Building and Zoning Codes established by the municipality, to which the property is subject to as well as any applicable easements on the property. Further, nothing contained herein shall be construed as a waiver or modification of said Restrictions.
2. Nothing contained herein shall be construed to represent those improvements, as approved by the Committee, are build able.
3. Where required, appropriate building permits shall be obtained for the municipality prior to construction. Nothing contained herein shall be construed as a waiver of said requirement.
4. Owner(s) is made aware and agrees that no work on this request will begin until written approval from the Committee.
5. Owner(s) agrees and grants express permission to the Committee to enter on the Owner's property at a reasonable time to inspect the project, during and after construction.
6. Owner(s) is made aware that any approval is contingent upon the completion of the alteration in a workmanlike manner and in accordance with the approved plan and specification of said alterations.
7. Owner(s) is made aware that any alterations not approved by the Committee will result in a written notification from the Committee and Owner(s) agree to bring the property back into compliance within a specified time as determined by the Committee. Further, Owner(s) are aware and agree that any legal expenses associated therewith will be the sole responsibility of the Owner(s).

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
Date

APPLICATION SUBMITTAL

1. Please mail or deliver the application and supporting documents to: Architectural Control Committee (ACC), Veridian Homes LLC, 6801 South Towne Drive, Madison, WI 53713.
2. Do not include original documents as they may not be returned. All pages submitted must be legible copies.
3. Owner must sign, if signature line is provided, or initial any page not signed, indicating that you have read and agree to the requirements and notices given that are contained within the Exhibit F submittal form.

APPLICATION REVIEW

- Approved
- Not Approved
- Approved as noted (see comments)
- Additional Information needed (see comments)

COMMENTS/REQUIREMENTS FOR APPROVAL

- Copy of building permit required
- Copy of land survey required
- Color samples required
- Other information required:

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Comments from Committee Member:

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Committee Member Signature \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit "G"



**LEGEND**

-  Tree Preservation Area (No grading areas)
-  Preserved Specimen Tree
- 55 Tree Inventory Number (2007 Alison Report)
- - - Rear Yard No Build Line

<p>T.P. 1</p> <p>PROJECT NO.</p> <p>DATE</p>	<p>OVERALL GRADING PLAN</p> <p><b>BIRCHWOOD POINT</b></p> <p>SCALE: 1" = 40'</p>	<p>Revised: March 31, 2014</p> <p><b>VANDEWALLE &amp; ASSOCIATES, INC.</b></p> <p>7390 Woodland Way, Madison, WI 53717</p> <p>Phone: 608.264.7330 • Fax: 608.265.6999</p> <p>YOUR OFFICIAL RESOURCE FOR LAND DEVELOPMENT</p>
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**Exhibit "H"**  
**BY-LAWS**  
**OF**  
**BIRCHWOOD POINT HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**GENERAL**

**Section 1. Name.** The name of the corporation shall be Birchwood Point Homeowners Association, Inc. (the "Association"). The Association is a duly created Wisconsin non-stock corporation.

**Section 2. Principal Office.** The principal office of the Association shall be 6801 South Towne Drive, Madison, Wisconsin 53713, or at such location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office.

**Section 3. Definitions.** The Association has been organized to manage that certain subdivision property described in Exhibit "A," attached hereto and incorporated herein by reference, as regulated by that certain Declaration of Protective Covenants, Conditions, and Restrictions (hereinafter "**Declaration**"), recorded in the Office of the Dane County, Wisconsin Register of Deeds on \_\_\_\_\_, 2014, as Document No. \_\_\_\_\_. All terms used in these By-Laws and not otherwise defined herein shall have the definition found in said Declaration. The Declaration is hereby incorporated by reference in and to these By-Laws.

**ARTICLE II**

**DIRECTORS**

**Section 1. Number and Term.** The number of directors which shall constitute the whole board shall be not less than three (3) nor more than five (5). The initial Board shall be composed of three (3) Directors. Except for the initial Board named in these By-Laws, all Directors shall be Members. The number of Directors may be changed by the Members at the annual meeting. Each director shall be elected to serve for a term of one (1) year, or until his or her successor shall be elected and shall qualify, except that the initial Board of Directors may resign if Members fail to elect a replacement Board pursuant to Section 4, below. The current Directors are:

- 1) David P. Simon  
6801 South Towne Drive  
Madison, WI 53713
- 2) Jeff Rosenberg  
6801 South Towne Drive  
Madison, WI 53713
- 3) Karen Simon Dreyer  
6801 South Towne Drive  
Madison, WI 53713

**Section 2. Vacancy and Replacement.** If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired portion of the term of the vacated office.

**Section 3. Removal.** At such time as the Developer turns over control of the Association to the Members, Directors may be removed for cause by an affirmative vote of a majority of the votes of Members. No Director shall continue to serve on the Board if, during his or her term of office, his or her membership in the Association shall be terminated for any reason whatsoever. Directors may be removed by the Developer at any time before control of the Association is turned over to the Members.

**Section 4. First Board of Directors.** The Board of Directors named herein shall hold office and exercise all powers of the Board of Directors as provided in the Association's Articles of Incorporation ("**Articles**"), these By-Laws and the Declaration, until such time as the Developer, as that term is defined in the Declaration, no longer owns an interest in any of the Lots, or until Developer voluntarily turns over control of the Committee to the Association, as permitted in the Declaration, whichever occurs first.

At such time, the Members shall elect a successor Board of Directors. Such Board shall be Members of the Association. The initial Board of Directors shall be exempt from liability to the Association in accordance with the terms of S. 181.0855 Wis. Stats., except that all Members acknowledge that the initial Board of Directors consist of principals of the Developer who intend to derive a profit for the Developer and personally as a result of their efforts in connection with the management and control of the Association. In the event there is a dispute as to whether the Directors are entitled to indemnification under S. 181.0872 Wis. Stats., then the method of determining the right of indemnification shall be that set forth in S. 181.0873(2) Wis. Stats.

**Section 5. Powers.** The business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles, the Declaration or these By-Laws. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A) To levy and collect according to the provisions of the Declaration, the Articles and these By-Laws regular and special Assessments for purposes set forth in the Declaration, the Articles or these By-Laws.

B) To use and expend the assessments collected to maintain, repair, replace, care for and preserve the property owned by the Association and for other common expenses, as set forth in the Declaration.

C) To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D) To enter into and upon the Common Property when necessary in connection with said maintenance, care and preservation.

E) To designate and retain personnel necessary for said maintenance, repair, replacement, care and preservation.

F) To insure and keep insured the Common Property in the manner set forth in the Declaration, against loss from fire and/or other casualty and the Association and its Members, if possible, against public liability arising out of the property or business of the Association, and to purchase such other insurance as the Board of Directors may deem advisable. This shall include the purchase of "blanket" or master insurance policy or policies on the Common Property.

G) To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Owners for violations of these By-Laws and the Declaration.

H) To employ and compensate such personnel as may be required for the maintenance and preservation of the Common Property.

I) To make reasonable by-laws, rules and regulations for the occupancy and use of the Common Property.

J) To contract for management of the Association and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership of the Association.

- K) To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.
- L) To maintain legal actions, on behalf of the Owners, with respect to any cause of action relating to the Common Property.
- M) To borrow money on behalf of and grant mortgages and other security interests in the Common Property of the Corporation.
- N) To establish budgets for the operation of the Association, including the setting up of reserve funds for anticipated expenditures.
- O) To invest surplus funds.
- P) To enforce by all appropriate methods, after providing affected Owner(s) with an opportunity to be heard, the provisions of the Articles of Incorporation, these By-Laws, the Declaration and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors.

**Section 6. Compensation.** Neither Directors nor officers of the Association shall receive compensation for their services as such, except as may be authorized by a majority of the Members.

**Section 7. Meetings:**

A) The first meeting of each board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' annual meeting and immediately after the adjournment of same.

B) Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

C) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.



**Section 8. Order of Business.** The order of business at all meetings of the Board shall be as follows:

- A) Roll call;
- B) Reading of Minutes of the last meeting;
- C) Consideration of communications;
- D) Resignations and elections;
- E) Reports of officers and employees;
- F) Reports of committees;
- G) Unfinished business;
- H) Original resolutions and new business;
- I) Adjournment.

**Section 9. Annual Statement.** The Board shall present, no less often than at each annual meeting, a full and clear statement of the business and conditions of the Association including a report of the operating expenses of the Association and the assessments paid by the Members.

### **ARTICLE III**

#### **OFFICERS**

**Section 1. Executive Officers.** The executive officers of the Association shall be a President, Treasurer and Secretary, all of whom shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these By-Laws. Any two of said offices may be united in one person, except that the President shall not also be the Secretary of the corporation.

**Section 2. Subordinate Officers.** The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

**Section 3. Tenure of Officers; Removal.** All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

**Section 4. The President:**

A) The President shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association, except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect and shall execute bonds, mortgages and other contracts of the Association.

B) The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C) The President shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

**Section 5. The Secretary:**

- A) The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose. The Secretary shall count votes at all meetings of the Members and Directors.
- B) The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.
- C) The Secretary shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act.
- D) The Secretary shall be custodian of the corporate records and of the seal, if any, of the Association.
- E) The Secretary shall keep a register of the Post Office address of each Member and their respective mortgagees (including land contract vendors), if any, which shall be furnished to the Secretary by such Member.
- F) In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

**Section 6. The Treasurer:**

- A) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.
- B) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at each meeting of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association.
- C) The Treasurer shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common property, specifying and itemizing the maintenance and repair expenses of the common property and any other expenses incurred. Such records and the vouchers authorizing payments shall be available for examination by the Members at convenient hours of week days.
- D) The Treasurer may be required by the Board to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his or her office, and the restoration to the Association in case of his or her death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his or her possession belonging to the Association.

**Section 7. Vacancies.** If the office of the President, Secretary, or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

**Section 8. Resignations.** Any Director or other officer may resign his or her office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

**ARTICLE IV**

**MEMBERSHIP**

**Section 1. Definitions.** Membership in the Association shall be determined in accordance with the Declaration.

**Section 2. Transfer of Membership and Ownership.** Membership in the Association may be transferred only as an incident to the transfer of the transferor's Members Lot. Such transfer shall be subject to the procedures set forth in the Articles and Declaration.

## ARTICLE V

### MEETINGS OF MEMBERSHIP

**Section 1. Place.** All meetings of the Association membership shall be held at such place in Dane County, Wisconsin, as may be stated in the notice of the meeting.

**Section 2. Annual Meeting:**

A) An annual meeting of the Members shall be held during the month of February of each year, at the place, and on the date and at the hour, which are to be determined by the Board of Directors.

B) At the annual meeting, the Members, by a majority vote shall elect a Board of Directors and transact such other business as may properly come before the meeting.

C) Written notice of the annual meeting shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least ten (10) days prior to the meeting.

**Section 3. Membership List.** At least ten (10) days before every election of directors, a complete list of Members entitled to vote at said election with the residence of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

**Section 4. Special Meetings:**

A) Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

B) Written notice of a special meeting of Members stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereon, at such address as appears on the books of the Corporation, at least ten (10) days before such meeting.

C) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

**Section 5. Quorum.** Fifty-one (51%) percent of the total number of Members of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

**Section 6. Vote Required to Transact Business.** When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

**Section 7. Right to Vote.** All Owners (as defined in the Declaration) shall be entitled to one (1) vote (unless such vote is restricted as set forth in the Declaration). At any meeting of the Members, every Member having the right to vote shall be entitled to

vote in person or by proxy. If by proxy, such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If a Property is owned by more than one Member Lot Owner (individual or corporate), the vote attributable to that Property shall not be counted if the Member Lot Owners are not unanimous. There shall be no fractional vote. The Member Lot Owners of the Property shall file a certificate with the Secretary naming the person authorized to cast said Property's vote. If same is not on file, the vote of such Property shall not be considered, nor shall the presence of said Member Lot Owners at a meeting be considered in determining whether the quorum requirement has been met.

**Section 8. Waiver and Consent.** Whenever the vote of Members at a meeting is required or permitted by a provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws in connection with action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

**Section 9. Order of Business.** The order of business at annual Members' meetings and as far as practical at other Members' meetings, will be:

- 1) Roll Call;
- 2) Proof of Notice of Meeting or Waiver of Notice;
- 3) Reading of Minutes of Prior Meeting;
- 4) Officers' Reports;
- 5) Committee Reports;
- 6) Elections;
- 7) Unfinished Business;
- 8) Adoption and Approval of an Annual Budget;
- 9) New Business;
- 10) Adjournment.

## **ARTICLE VI**

### **NOTICES**

**Section 1. Definitions.** Whenever under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws, notice is required to be given to any director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

**Section 2. Service of Notice-Waiver.** Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

**Section 3. Address.** The address for notice to the Association is the Principal Office of the Association as provided in the Articles of Incorporation, as the same may be amended from time to time.

## **ARTICLE VII**

## FINANCES

**Section 1. Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

**Section 2. Checks.** All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

### **Section 3. Determination of Assessments:**

A) Assessments shall be determined in accordance with the terms and conditions set forth in the Declaration. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments. Funds for the payment of common expenses shall be assessed as provided for in the Declaration in the proportion or percentages of sharing common expenses as provided in said Declaration. Said Assessments shall be payable as provided in said Declaration. Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular Assessments.

B) When the Board of Directors has determined the amount of any Assessments, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Owners. All Assessments shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.

**Section 4. Audits of Account.** The accounts and records which the Treasurer must keep pursuant to the provisions of these By-Laws may be audited by qualified independent auditors at the direction of the Board of Directors. The cost of such audits shall be a common expense.

## ARTICLE VIII

### RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, additional Rules and Regulations may hereafter be adopted by the Board of Directors or the Architectural Control Committee, which additional Rules and Regulations shall be observed and enforceable as if fully set forth herein, and shall govern the use of Lots and the conduct of all Owners and Occupants thereof. Every Owner and Occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin, the city, town or village where the Subdivision is located, or adopted by the Association, its Board of Directors or the Architectural Control Committee.

## ARTICLE IX

### DEFAULT

**Section 1.** In the event an Owner does not pay any sum, charge, or Assessment required to be paid to the Association within thirty (30) days from the due date, the same shall constitute a lien on the interest of such Owner. Such lien may be foreclosed by suit by the Association as set forth in the Declaration. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the lien securing the same.

**Section 2.** Any Assessment, or installment thereof, not paid when due shall bear interest from the date when due until paid at a rate to be determined in accordance with the Declaration or by the Board of Directors.

**Section 3.** If the Association becomes the Owner of a Property, it shall offer said Property for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the

repairing and refurbishing of the property. All monies remaining after deducting the foregoing items of expense shall be returned to the former Owner of the property.

**Section 4.** In the event of a violation of the provisions of the Declaration, the Articles or By-Laws, which violation is not corrected within thirty (30) days after notice from the Association to the Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation.

**Section 5.** In the event such legal action is brought against an Owner and results in a judgment for the Association, the Defendant shall pay the Association's reasonable attorneys' fees and court costs.

**Section 6.** Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate procedures. It is the intent of all Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing it from Owner's, and to preserve each Owner's right to enjoy his Property free from unreasonable restraint and nuisance.

#### **ARTICLE X**

#### **JOINT OWNERSHIP**

Membership may be held in the name of more than one person or corporation. In the event ownership is in more than one person or corporation, all of the joint owners shall be entitled collectively to only one vote in the management of the affairs of the Association and said vote may not be divided between multiple Owners.

#### **ARTICLE XI**

#### **SEAL**

The Corporation has no seal.

#### **ARTICLE XII**

#### **AMENDMENT**

These By-Laws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be an affirmative vote of sixty-seven (67%) percent of all the Members who may vote either in person at the meeting or be represented by proxy to amend these By-Laws.

#### **ARTICLE XIII**

#### **PERSONAL APPLICATION**

All Owners, tenants of such Owners, employees of Owners and tenants, or any other persons that in any manner use the Property or any part thereof shall be subject to the Declaration, Articles and these By-Laws. All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Declaration, the Articles or these By-Laws, shall be deemed to be binding on all Owners.

**ARTICLE XIV**

**EFFECTIVE DATE OF BY-LAWS HEREIN ESTABLISHED**

These By-Laws are to be effective from the date of their adoption by the Board of Directors of the Association and shall continue in effect until they are amended by an amendment duly adopted by the Members of the Association in accordance with the provisions of ARTICLE XII hereof.

**ARTICLE XV**

**CONSTRUCTION**

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of the By-Laws herein adopted be void or be or become unenforceable at law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

These By-Laws were adopted by the Board of Directors on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
David P. Simon

\_\_\_\_\_  
Jeffrey S. Rosenberg

\_\_\_\_\_  
Karen Simon Dreyer

## EXHIBIT "A"

### Property Description

LOT #	PARCEL NUMBER	STREET ADDRESS
1	0708 - 291 - 0101 - 6	10202 RUSTLING BIRCH RD 102 SUGAR MAPLE LN
2	0708 - 291 - 0201 - 4	10126 RUSTLING BIRCH RD 105 SUGAR MAPLE LN
3	0708 - 291 - 0202 - 2	10122 RUSTLING BIRCH RD
4	0708 - 291 - 0203 - 0	10118 RUSTLING BIRCH RD
5	0708 - 291 - 0204 - 8	10114 RUSTLING BIRCH RD
6	0708 - 291 - 0205 - 6	10110 RUSTLING BIRCH RD
7	0708 - 291 - 0206 - 4	10106 RUSTLING BIRCH RD
8	0708 - 291 - 0207 - 2	10102 RUSTLING BIRCH RD
9	0708 - 291 - 0208 - 0	2 RUSTLING BIRCH CT
10	0708 - 291 - 0209 - 8	6 RUSTLING BIRCH CT
11	0708 - 291 - 0210 - 5	10 RUSTLING BIRCH CT
12	0708 - 291 - 0211 - 3	14 RUSTLING BIRCH CT
13	0708 - 291 - 0212 - 1	18 RUSTLING BIRCH CT
14	0708 - 291 - 0213 - 9	17 RUSTLING BIRCH CT
15	0708 - 291 - 0214 - 7	13 RUSTLING BIRCH CT
16	0708 - 291 - 0215 - 5	9 RUSTLING BIRCH CT
17	0708 - 291 - 0216 - 3	5 RUSTLING BIRCH CT
18	0708 - 291 - 0217 - 1	1 RUSTLING BIRCH CT 10101 MEANDERING WAY
19	0708 - 291 - 0218 - 9	10105 MEANDERING WAY
20	0708 - 291 - 0219 - 7	10109 MEANDERING WAY
21	0708 - 291 - 0220 - 4	10113 MEANDERING WAY
*22	0708 - 291 - 0221 - 2	10117 MEANDERING WAY MADISON SCHOOL DIST
*22	0708 - 291 - 0299 - 9	10117 MEANDERING WAY # SCHL MIDDLETON/CROSS PLAINS SCH DIST
*23	0708 - 291 - 0222 - 0	10121 MEANDERING WAY MADISON SCHOOL DIST
*23	0708 - 291 - 0298 - 1	10121 MEANDERING WAY # SCHL MIDDLETON/CROSS PLAINS SCH DIST
24	0708 - 291 - 0223 - 8	10125 MEANDERING WAY
25	0708 - 291 - 0224 - 6	10129 MEANDERING WAY
26	0708 - 291 - 0225 - 4	10133 MEANDERING WAY
27	0708 - 291 - 0226 - 2	10137 MEANDERING WAY 303 SUGAR MAPLE LN
28	0708 - 291 - 0227 - 0	307 SUGAR MAPLE LN
29	0708 - 291 - 0228 - 8	311 SUGAR MAPLE LN
30	0708 - 291 - 0229 - 6	315 SUGAR MAPLE LN
31	0708 - 291 - 0230 - 3	319 SUGAR MAPLE LN
32	0708 - 291 - 0231 - 1	323 SUGAR MAPLE LN
33	0708 - 291 - 0232 - 9	327 SUGAR MAPLE LN
34	0708 - 291 - 0233 - 7	331 SUGAR MAPLE LN
35	0708 - 291 - 0234 - 5	403 SUGAR MAPLE LN
36	0708 - 291 - 0235 - 3	407 SUGAR MAPLE LN
37	0708 - 291 - 0236 - 1	411 SUGAR MAPLE LN
38	0708 - 291 - 0237 - 9	415 SUGAR MAPLE LN 10106 SILICON PRAIRIE PKWY
39	0708 - 291 - 0301 - 2	237 SUGAR MAPLE LN 10136 MEANDERING WAY
40	0708 - 291 - 0302 - 0	231 SUGAR MAPLE LN
41	0708 - 291 - 0303 - 8	225 SUGAR MAPLE LN
42	0708 - 291 - 0304 - 6	219 SUGAR MAPLE LN
43	0708 - 291 - 0305 - 4	213 SUGAR MAPLE LN
44	0708 - 291 - 0306 - 2	207 SUGAR MAPLE LN



45	0708 - 291 - 0307 - 0	201 SUGAR MAPLE LN 10125 RUSTLING BIRCH RD
46	0708 - 291 - 0308 - 8	10117 RUSTLING BIRCH RD
47	0708 - 291 - 0309 - 6	10113 RUSTLING BIRCH RD
48	0708 - 291 - 0310 - 3	10109 RUSTLING BIRCH RD
*49	0708 - 291 - 0311 - 1	10102 MEANDERING WAY 10105 RUSTLING BIRCH RD MADISON SCHOOL DIST
*49	0708 - 291 - 0399 - 7	10102 MEANDERING WAY # SCHL MIDDLETON/CROSS PLAINS SCH DIST
*50	0708 - 291 - 0312 - 9	10108 MEANDERING WAY MADISON SCHOOL DIST
*50	0708 - 291 - 0398 - 9	10108 MEANDERING WAY # SCHL MIDDLETON/CROSS PLAINS SCH DIST
51	0708 - 291 - 0313 - 7	10116 MEANDERING WAY
52	0708 - 291 - 0314 - 5	10122 MEANDERING WAY
53	0708 - 291 - 0315 - 3	10128 MEANDERING WAY
54	0708 - 291 - 0401 - 0	204 SUGAR MAPLE LN
55	0708 - 291 - 0402 - 8	208 SUGAR MAPLE LN
56	0708 - 291 - 0403 - 6	212 SUGAR MAPLE LN
57	0708 - 291 - 0404 - 4	216 SUGAR MAPLE LN
58	0708 - 291 - 0405 - 2	220 SUGAR MAPLE LN
59	0708 - 291 - 0406 - 0	224 SUGAR MAPLE LN
60	0708 - 291 - 0407 - 8	228 SUGAR MAPLE LN
61	0708 - 291 - 0408 - 6	232 SUGAR MAPLE LN
62	0708 - 291 - 0409 - 4	236 SUGAR MAPLE LN
63	0708 - 291 - 0410 - 1	240 SUGAR MAPLE LN
64	0708 - 291 - 0411 - 9	244 SUGAR MAPLE LN
65	0708 - 291 - 0412 - 7	248 SUGAR MAPLE LN
66	0708 - 291 - 0413 - 5	247 BLOOMING LEAF WAY
67	0708 - 291 - 0414 - 3	243 BLOOMING LEAF WAY
68	0708 - 291 - 0415 - 1	239 BLOOMING LEAF WAY
69	0708 - 291 - 0416 - 9	235 BLOOMING LEAF WAY
70	0708 - 291 - 0417 - 7	231 BLOOMING LEAF WAY
71	0708 - 291 - 0418 - 5	227 BLOOMING LEAF WAY
72	0708 - 291 - 0419 - 3	223 BLOOMING LEAF WAY
73	0708 - 291 - 0420 - 0	219 BLOOMING LEAF WAY
74	0708 - 291 - 0421 - 8	215 BLOOMING LEAF WAY
75	0708 - 291 - 0422 - 6	211 BLOOMING LEAF WAY
76	0708 - 291 - 0423 - 4	207 BLOOMING LEAF WAY
77	0708 - 291 - 0424 - 2	203 BLOOMING LEAF WAY
78	0708 - 291 - 0501 - 8	202 BLOOMING LEAF WAY
79	0708 - 291 - 0502 - 6	206 BLOOMING LEAF WAY
80	0708 - 291 - 0503 - 4	210 BLOOMING LEAF WAY
81	0708 - 291 - 0504 - 2	214 BLOOMING LEAF WAY
82	0708 - 291 - 0505 - 0	218 BLOOMING LEAF WAY
83	0708 - 291 - 0506 - 8	222 BLOOMING LEAF WAY
84	0708 - 291 - 0507 - 6	226 BLOOMING LEAF WAY
85	0708 - 291 - 0508 - 4	230 BLOOMING LEAF WAY
86	0708 - 291 - 0509 - 2	234 BLOOMING LEAF WAY
87	0708 - 291 - 0510 - 9	238 BLOOMING LEAF WAY
88	0708 - 291 - 0511 - 7	242 BLOOMING LEAF WAY
89	0708 - 291 - 0512 - 5	246 BLOOMING LEAF WAY
90	0708 - 291 - 0513 - 3	245 SUNSHINE LN
91	0708 - 291 - 0514 - 1	241 SUNSHINE LN
92	0708 - 291 - 0515 - 9	237 SUNSHINE LN
93	0708 - 291 - 0516 - 7	233 SUNSHINE LN
94	0708 - 291 - 0517 - 5	229 SUNSHINE LN
95	0708 - 291 - 0518 - 3	225 SUNSHINE LN

96	0708 - 291 - 0519 - 1	221 SUNSHINE LN
97	0708 - 291 - 0520 - 8	217 SUNSHINE LN
98	0708 - 291 - 0521 - 6	213 SUNSHINE LN
99	0708 - 291 - 0522 - 4	209 SUNSHINE LN
100	0708 - 291 - 0523 - 2	205 SUNSHINE LN
101	0708 - 291 - 0524 - 0	201 SUNSHINE LN
102	0708 - 291 - 0601 - 6	208 SUNSHINE LN 10401 RUSTLING BIRCH RD
103	0708 - 291 - 0602 - 4	212 SUNSHINE LN
104	0708 - 291 - 0603 - 2	218 SUNSHINE LN
105	0708 - 291 - 0604 - 0	224 SUNSHINE LN
106	0708 - 291 - 0605 - 8	230 SUNSHINE LN
107	0708 - 291 - 0606 - 6	236 SUNSHINE LN
108	0708 - 291 - 0607 - 4	242 SUNSHINE LN 10404 MEANDERING WAY
109	0708 - 291 - 0701 - 4	304 SUNSHINE LN 10403 MEANDERING WAY
110	0708 - 291 - 0702 - 2	308 SUNSHINE LN
111	0708 - 291 - 0703 - 0	312 SUNSHINE LN
112	0708 - 291 - 0704 - 8	316 SUNSHINE LN
113	0708 - 291 - 0705 - 6	320 SUNSHINE LN
114	0708 - 291 - 0706 - 4	324 SUNSHINE LN
115	0708 - 291 - 0707 - 2	328 SUNSHINE LN
116	0708 - 291 - 0708 - 0	332 SUNSHINE LN
117	0708 - 291 - 0709 - 8	336 SUNSHINE LN
118	0708 - 291 - 0710 - 5	340 SUNSHINE LN
119	0708 - 291 - 0711 - 3	344 SUNSHINE LN
120	0708 - 291 - 0712 - 1	348 SUNSHINE LN 10402 SHADY BIRCH TRL
121	0708 - 291 - 0801 - 2	347 SUNSHINE LN 10324 SHADY BIRCH TRL
122	0708 - 291 - 0802 - 0	343 SUNSHINE LN
123	0708 - 291 - 0803 - 8	339 SUNSHINE LN
124	0708 - 291 - 0804 - 6	335 SUNSHINE LN
125	0708 - 291 - 0805 - 4	331 SUNSHINE LN
126	0708 - 291 - 0806 - 2	327 SUNSHINE LN
127	0708 - 291 - 0807 - 0	323 SUNSHINE LN
128	0708 - 291 - 0808 - 8	319 SUNSHINE LN
129	0708 - 291 - 0809 - 6	315 SUNSHINE LN
130	0708 - 291 - 0810 - 3	311 SUNSHINE LN
131	0708 - 291 - 0811 - 1	307 SUNSHINE LN
132	0708 - 291 - 0812 - 9	303 SUNSHINE LN 10247 MEANDERING WAY
133	0708 - 291 - 0813 - 7	10243 MEANDERING WAY
134	0708 - 291 - 0814 - 5	10239 MEANDERING WAY
135	0708 - 291 - 0815 - 3	10235 MEANDERING WAY
136	0708 - 291 - 0816 - 1	10231 MEANDERING WAY
137	0708 - 291 - 0817 - 9	10227 MEANDERING WAY
138	0708 - 291 - 0818 - 7	10223 MEANDERING WAY
139	0708 - 291 - 0819 - 5	10219 MEANDERING WAY
140	0708 - 291 - 0820 - 2	10215 MEANDERING WAY
141	0708 - 291 - 0821 - 0	10211 MEANDERING WAY
142	0708 - 291 - 0822 - 8	10207 MEANDERING WAY
143	0708 - 291 - 0823 - 6	10203 MEANDERING WAY 304 SUGAR MAPLE LN
144	0708 - 291 - 0824 - 4	310 SUGAR MAPLE LN
145	0708 - 291 - 0825 - 2	316 SUGAR MAPLE LN
146	0708 - 291 - 0826 - 0	322 SUGAR MAPLE LN
147	0708 - 291 - 0827 - 8	328 SUGAR MAPLE LN 10202 ARBOR MIST PASS

148	0708 - 291 - 0828 - 6	10206 ARBOR MIST PASS
149	0708 - 291 - 0829 - 4	10210 ARBOR MIST PASS
150	0708 - 291 - 0830 - 1	10214 ARBOR MIST PASS
151	0708 - 291 - 0831 - 9	10218 ARBOR MIST PASS
152	0708 - 291 - 0832 - 7	10222 ARBOR MIST PASS
153	0708 - 291 - 0833 - 5	10226 ARBOR MIST PASS
154	0708 - 291 - 0834 - 3	10230 ARBOR MIST PASS
155	0708 - 291 - 0835 - 1	402 WINDY PEAK RD
156	0708 - 291 - 0836 - 9	406 WINDY PEAK RD
157	0708 - 291 - 0837 - 7	410 WINDY PEAK RD
158	0708 - 291 - 0838 - 5	414 WINDY PEAK RD
159	0708 - 291 - 0839 - 3	418 WINDY PEAK RD
160	0708 - 291 - 0840 - 0	422 WINDY PEAK RD
161	0708 - 291 - 0841 - 8	426 WINDY PEAK RD
		10320 SHADY BIRCH TRL
162	0708 - 291 - 0901 - 0	10316 SHADY BIRCH TRL
		431 WINDY PEAK RD
163	0708 - 291 - 0902 - 8	427 WINDY PEAK RD
164	0708 - 291 - 0903 - 6	423 WINDY PEAK RD
165	0708 - 291 - 0904 - 4	419 WINDY PEAK RD
166	0708 - 291 - 0905 - 2	415 WINDY PEAK RD
167	0708 - 291 - 0906 - 0	411 WINDY PEAK RD
168	0708 - 291 - 0907 - 8	405 WINDY PEAK RD
		10227 ARBOR MIST PASS
169	0708 - 291 - 0908 - 6	402 BLUE MOON DR
		10221 ARBOR MIST PASS
170	0708 - 291 - 0909 - 4	406 BLUE MOON DR
171	0708 - 291 - 0910 - 1	410 BLUE MOON DR
172	0708 - 291 - 0911 - 9	414 BLUE MOON DR
173	0708 - 291 - 0912 - 7	418 BLUE MOON DR
174	0708 - 291 - 0913 - 5	422 BLUE MOON DR
175	0708 - 291 - 0914 - 3	426 BLUE MOON DR
176	0708 - 291 - 0915 - 1	430 BLUE MOON DR
177	0708 - 291 - 0916 - 9	10304 SHADY BIRCH TRL
		442 BLUE MOON DR
178	0708 - 291 - 0917 - 7	10308 SHADY BIRCH TRL
179	0708 - 291 - 0918 - 5	10312 SHADY BIRCH TRL
180	0708 - 291 - 1001 - 7	10222 SHADY BIRCH TRL
		445 BLUE MOON DR
181	0708 - 291 - 1002 - 5	441 BLUE MOON DR
182	0708 - 291 - 1003 - 3	437 BLUE MOON DR
183	0708 - 291 - 1004 - 1	433 BLUE MOON DR
184	0708 - 291 - 1005 - 9	429 BLUE MOON DR
185	0708 - 291 - 1006 - 7	425 BLUE MOON DR
186	0708 - 291 - 1007 - 5	421 BLUE MOON DR
187	0708 - 291 - 1008 - 3	417 BLUE MOON DR
188	0708 - 291 - 1009 - 1	413 BLUE MOON DR
189	0708 - 291 - 1010 - 8	409 BLUE MOON DR
190	0708 - 291 - 1011 - 6	405 BLUE MOON DR
191	0708 - 291 - 1012 - 4	401 BLUE MOON DR
		10205 ARBOR MIST PASS
192	0708 - 291 - 1013 - 2	404 SUGAR MAPLE LN
		10201 ARBOR MIST PASS
193	0708 - 291 - 1014 - 0	408 SUGAR MAPLE LN
194	0708 - 291 - 1015 - 8	412 SUGAR MAPLE LN
195	0708 - 291 - 1016 - 6	416 SUGAR MAPLE LN
196	0708 - 291 - 1017 - 4	420 SUGAR MAPLE LN
197	0708 - 291 - 1018 - 2	424 SUGAR MAPLE LN
198	0708 - 291 - 1019 - 0	428 SUGAR MAPLE LN
199	0708 - 291 - 1020 - 7	432 SUGAR MAPLE LN

200	0708 - 291 - 1021 - 5	436 SUGAR MAPLE LN
201	0708 - 291 - 1022 - 3	440 SUGAR MAPLE LN
202	0708 - 291 - 1023 - 1	444 SUGAR MAPLE LN
203	0708 - 291 - 1024 - 9	448 SUGAR MAPLE LN
204	0708 - 291 - 1025 - 7	452 SUGAR MAPLE LN
205	0708 - 291 - 1026 - 5	10202 SHADY BIRCH TRL 456 SUGAR MAPLE LN
206	0708 - 291 - 1027 - 3	10206 SHADY BIRCH TRL
207	0708 - 291 - 1028 - 1	10210 SHADY BIRCH TRL
208	0708 - 291 - 1029 - 9	10216 SHADY BIRCH TRL
209	0708 - 291 - 1101 - 5	10323 SHADY BIRCH TRL
210	0708 - 291 - 1102 - 3	10319 SHADY BIRCH TRL
211	0708 - 291 - 1103 - 1	10315 SHADY BIRCH TRL
212	0708 - 291 - 1104 - 9	10311 SHADY BIRCH TRL
213	0708 - 291 - 1105 - 7	10307 SHADY BIRCH TRL
214	0708 - 291 - 1106 - 5	10303 SHADY BIRCH TRL
215	0708 - 291 - 1107 - 3	10229 SHADY BIRCH TRL
216	0708 - 291 - 1108 - 1	10225 SHADY BIRCH TRL
217	0708 - 291 - 1109 - 9	10221 SHADY BIRCH TRL
218	0708 - 291 - 1110 - 6	10213 SHADY BIRCH TRL
219	0708 - 291 - 1111 - 4	10209 SHADY BIRCH TRL
220	0708 - 291 - 1112 - 2	10205 SHADY BIRCH TRL
221	0708 - 291 - 1113 - 0	10201 SHADY BIRCH TRL 502 SUGAR MAPLE LN
222	0708 - 291 - 1201 - 3	423 SUGAR MAPLE LN 10107 SILICON PRAIRIE PKWY
223	0708 - 291 - 1202 - 1	427 SUGAR MAPLE LN
224	0708 - 291 - 1203 - 9	431 SUGAR MAPLE LN
225	0708 - 291 - 1204 - 7	435 SUGAR MAPLE LN
226	0708 - 291 - 1205 - 5	439 SUGAR MAPLE LN
227	0708 - 291 - 1206 - 3	443 SUGAR MAPLE LN
228	0708 - 291 - 1207 - 1	447 SUGAR MAPLE LN
229	0708 - 291 - 1208 - 9	451 SUGAR MAPLE LN
230	0708 - 291 - 1209 - 7	455 SUGAR MAPLE LN
231	0708 - 291 - 1210 - 4	459 SUGAR MAPLE LN
OL 1	0708 - 291 - 0103 - 2	10354 RUSTLING BIRCH RD
OL 2	0708 - 291 - 0102 - 4	10350 RUSTLING BIRCH RD
OL 3	0708 - 291 - 0238 - 7	101 SUGAR MAPLE LN
OL 4	0708 - 291 - 0239 - 5	21 RUSTLING BIRCH CT
OL 5		<i>Dedicated Public Alley, no parcel number assigned</i>
OL 6	0708 - 291 - 0425 - 0	252 SUGAR MAPLE LN 10201 RUSTLING BIRCH RD 10210 MEANDERING WAY
OL 7		<i>Dedicated Public Alley, no parcel number assigned</i>
OL 8		<i>Dedicated Public Alley, no parcel number assigned</i>
OL 9	0708 - 291 - 1114 - 8	10327 SHADY BIRCH TRL
OL 10	0708 - 291 - 1115 - 6	10217 SHADY BIRCH TRL 506 SUGAR MAPLE LN
OL 11	0708 - 291 - 1211 - 2	505 SUGAR MAPLE LN 10103 SILICON PRAIRIE PKWY