GLACIER RIDGE
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

VILLAGE OF CROSS PLAINS, DANE COUNTY, WI.

PREAMBLE

This Declaration of Protective Covenants, Conditions and Restrictions (the "Declaration") is made this 10th day of November 2016, by VH Cross Plains LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "Declarant") and/or its successors and assigns.

WHEREAS, Declarant is the owner of real property legally described as the plat of Glacier Ridge (the "Plat") located in the Village of Cross Plains, Dane County, Wisconsin, more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and desires to build thereon a residential development with housing units (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
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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. To that end, Declarant has incorporated Glacier Ridge Homeowners
Association, Inc. as a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the
"Association");

NOW, THEREFORE, the Declarant declares that the following real property, Lots 2-44, 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 Glacier Ridge Homeowners Association, Inc.,
and its successors and assigns.

B) "Common Property" shall mean those areas located in the Development which are not
contained within a Lot and which the Declarant or the Association, as the case may be, shall be required to
maintain in accordance with agreements between Declarant and the Village of Cross Plains, or pursuant to
applicable Village of Cross Plains rules, regulations and ordinances, until such time as maintenance of such
areas is turned over to the Village of Cross Plains and the Village of Cross Plains accepts such maintenance.
Areas within the Development which will initially constitute Common Property include, but are not limited to,
storm water management and park areas.

C) "Declarant" shall mean and refer to VH Cross Plains LLC, a Wisconsin Limited
Liability Company and/or its successors and assigns.

D) "Lot" shall mean and refer individual subdivided lots in Glacier Ridge as described
and depicted in Exhibit "A". The Lots described herein are now owned by Declarant, but Declarant in the
future intends to convey the Lots 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".

H) "Village" shall refer to the Village of Cross Plains, a Wisconsin Municipal
Corporation.
A-2) **Membership and Voting Rights.**

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

B) **Voting Rights.**

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

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

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

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

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

A-3) **Description.**

A) **Responsibility for Assessments.** 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. Assessments shall be based on the number of assessment units (an “Assessment Unit”), which are assigned to 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 on Lots owned by Declarant, only at such time as a Declarant owned Lot has been improved with street, utilities and such other improvements as are necessary to permit commencement of construction on such Lot. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit.

<table>
<thead>
<tr>
<th>Use</th>
<th>Number of Assessment Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Single Family:</td>
<td>One (1) per Dwelling Unit.</td>
</tr>
</tbody>
</table>

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 under A-3(A), above. Any insurance proceeds or condemnation awards subject to this section shall be paid to the Association and held by the Association for the purpose of defraying General and Special Assessments and other costs and expenses incurred by the Association.

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 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 such proceeds or awards independent of the appurtenant Lot and the conveyance, encumbrance or Lease of an appurtenant Lot independent of the Owner’s Percentage Interest shall be prohibited.

D) **Conveyance of Common Property.** 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. The Common Property shall be maintained in good and safe condition, in accordance with the agreements between Declarant and the Village, as well as applicable Village ordinances, rules and regulations.

2) General Responsibilities. Maintenance shall include, but not be limited to, responsibility for landscaping and lawn care, trash, 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) In order to carry out its maintenance obligations, the Association may enter into a contract 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.

4) 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; improvements to the Common Property; common grounds security lighting; municipal utility services for Common Property enforcement of this Declaration (including attorneys’ fees); and maintenance and management salaries and wages.

B) Assessments.

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments ("General Assessments") against each Lot beginning January 1, 2017 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. Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) per annum 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 Lots 2-44, 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.**

A) Lots 2-44 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.

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 not 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 inoperative, 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) **Easements.**

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

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

C) Public utility easements six feet (6') 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 six feet (6') in width measured from the property line to the interior of each lot except that the easement shall be twelve feet (12') in width on the perimeter of the Plat. Easements shall not be required on the property lines shared with greenways or public streets.

B-7) **Slope and Swale Areas.**

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

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

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

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

B-8) **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-9) **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-10) **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-11) **Entrance Sign.** It is contemplated there will be an entrance monument sign and associated easement on Lot 44 of the said plat. The owners of Lot 44 will be responsible for the maintenance of said sign to include watering, mowing and basic landscape requirements. However, at such time, that the Declarant transfers the Association responsibilities to the neighborhood, it will be the neighborhoods responsibility to determine that said sign shall remain in place and assess all owners in the neighborhood of any future maintenance and replacement cost.

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; and the Village which may require a license.

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 2.5’ and 10’ above the plane through the mean curb grade 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. 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) 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 Property. 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.
cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required adversely affects the natural flow of surface or underground waters within the area permitted.

**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 benefited 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 benefited by the easement and is subject to terms and conditions as set forth on the final plat.

**B-18) 20’ Public Storm Sewer and Storm Water Drainage Easement on Lots 33 to 44.** This easement has been granted to the Village of Cross Plains for underground storm drainage, overflow surface water drainage and maintenance of said improvements. The 20’ Public Storm Sewer and Storm Water Drainage Easement on lots 33 to 44 shall have no improvements inside of the easement besides finished lawn. Any improvements installed without the prior approval of the Village of Cross Plains will need to be removed at the Owner’s expense. The easement area is intended to have occasional ponding water during large rain events. Lots subject to this easement shall have a minimum lowest opening elevation of 914.8. The area of the easement between lots 39 and 40 will have a special turf reinforcing mat to allow for the maintenance of said storm sewer and drainage easement.

Inlets will be installed in the easement on the common property lines of Lots 33/34, 35/36, 37/38 and 39/40 designed to drain storm water from these Lots and lands to the east. Maintenance of these inlets and storm sewer is the responsibility of the Village of Cross Plains but it would be beneficial from time to time for the Owner to keep the inlets clear of debris. The section of the easement between Lots 39 and 40 will be the responsibility of the Owner to maintain lawn and there is a possibility that the Village of Cross Plains will drive a vehicle on this section of the easement to access the storm inlet at the rear of Lots 39 and 40.

In the above stated easements, the only approved plantings or improvements will be turf grass. It is the responsibility of the Owner of each home to maintain the grass including mowing and reseeding if necessary. No structures or trees shall be planted in the storm easement. Any Committee approved fence can only abut the easement but shall not encroach into the easement on Lots 33 to 40. Under no circumstances shall fences be allowed in the easement on Lots 33 to 40. On Lots 41 to 44 any fence installed by the Owner is subject to be removed at any time by the Village of Cross Plains to complete required maintenance on the storm sewer. The Village will NOT be responsible for the cost of repairing or replacing fences. The repair or replacement is solely at the expense of the Owner. Any Lot Owner who builds a fence up to the easement shall install a gate to be able to maintain the grass on their property.

**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.
any time, Declarant may elect to surrender the selection of the members of the Committee to the Association.

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

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

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

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

C-4) **Procedure.**

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

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

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

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

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

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

Glacier Ridge Homeowners Association, Inc.
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713
acc@veridianhomes.com

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

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

C-9) **Variance.** The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Declaration if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other houses in the development.

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

**PART D**

**DESIGN GUIDELINES**

**D-1) Single Family Dwelling Units.**

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. Identical floor plans with the same elevation style shall not be located within 7 sites to assure this variety. The following are examples of styles permitted:

<table>
<thead>
<tr>
<th>Cottage</th>
<th>Craftsman</th>
<th>Four Square</th>
<th>Farmhouse</th>
<th>Modern</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prairie</td>
<td>Classical</td>
<td>Traditional</td>
<td>Victorian</td>
<td>Southern Traditional</td>
</tr>
</tbody>
</table>

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

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

1) A usable open front porch is defined as having a minimum depth of 6'-0", and a minimum width of 8'-0".
2) Porch post style should be consistent with the overall architectural style of the home. Minimum standard porch design details include the following; porch posts or alternate per plan, porch balustrades, when provided, of nominal 2” x 2” square wood at a maximum of six inches (6”) on center; and newel posts that are compatible with the design of the column posts. Porch columns and railings shall be painted to match the trim color of the house.

C) **Garage.**

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

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 face must be set back a minimum of 2'-0" from the front elevation unless applicable zoning classification requirements require a greater setback.

4) Tandem, split or side entry garages are encouraged for three (3) or four (4) car garages. For three (3) car front entry garages, the third stall must have a minimum setback of the greater of 2’ from the two-car garage line or as required by compatible roof design. 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”.

6) Garage doors shall be painted to match the siding color to minimize impact on overall building composition.

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 a minimum 3½” vinyl or composite material 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 and 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 or composite material may be used when appropriate to the architectural style.

b) Aluminum soffit and eave color shall match facia.

c) A minimum 12” overhang is required at typical eaves and gable ends. However, 6” is allowable with projections less then 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 as appropriate to architectural style.

4) Any elevations facing public streets or spaces shall have a minimum of three
(3) windows with wrap trim or shutters and window grills as appropriate and one (1) gable vent. Doors with glass panels may substitute for windows to meet this requirement.

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 vinyl. Zoning approval and/or a building permit from the Village of Cross Plains may be required to construct fencing. Committee approval does not supersede the need for any municipal approvals or permits.

1) Fencing must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, Exhibit E. The fence style can also be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources located on the top toolbar, select Architectural Control Committee, and scroll down to the Glacier Ridge neighborhood to view Acceptable Fence Style.

   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 color by Ply Gem Fence/Railing of Sandstone is the only color permitted.

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. Zoning approval and/or a building permit from the Village of Cross Plains may be required to construct a deck. Committee approval does not supersede the need for any municipal approvals or permits.

1) Appropriate deck design shall incorporate the following criteria:
   a) Deck(s) shall be proportionate in size to the footprint of the dwelling
   b) Deck(s) shall be proportionate in length and width
   c) Deck(s) shall not project past the rear or side yard setbacks
   d) Deck(s) at side yards of corner lots may not project past the corner of the home or garage for that side facing the street.
   e) Deck(s) must be stained or painted

2) Inappropriate deck design:
   a) Deck(s) in front yards shall not be permitted.
   b) Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.
   c) Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

C) 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.
Zoning approval and/or a building permit from the Village of Cross Plains may be required to construct kennels/runs and fencing. Committee approval does not supersede the need for any municipal approvals or permits. The Village of Cross Plains requirements may be more restrictive than the covenants contained herein, and may prohibit or regulate the commercial boarding of animals in residential areas. In such event, the requirements of the Village shall control and supersede the following.

1) Fencing must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, Exhibit E. The fence style can also be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources located on the top toolbar, select Architectural Control Committee, and scroll down to the Glacier Ridge neighborhood to view Acceptable Fence Style and Color.

   a) All fencing shall be erected finish side out (i.e., pickets on the outside of the rail facing the street or neighboring lot).
   b) Posts shall be spaced a minimum of 72” and a maximum of 96” on center. Rails shall be discontinuous and abut into the posts.
   c) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run.
   d) Fencing color by Ply Gem Fence/Railing of Sandstone is the only color permitted.

2) Appropriate placement of kennels or runs:
   a) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.
   b) Kennel or run shall meet up with the corners of the home or garage and may not project past the face of home or garage.
   c) Only one kennel or run is permitted per Lot.
   d) Kennels must be oriented with the long side parallel to home.

3) Inappropriate placement of kennels or runs:
   a) Kennel or run in front or side yards shall not be permitted.
   b) Kennel or run shall not occur in freestanding segments or be placed arbitrarily on the lot.
   c) Kennel or run shall not meet porch or deck corners.
   d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.
D) **Outbuildings.** No outbuilding, shed or accessory building of any nature shall be erected on any Lot, with the exception of a detached garage that is the only garage on the lot and is approved by the Committee prior to construction. Secondary units (granny flats) above detached garages may be allowed with prior written approval from the ACC.

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

1) Appropriate antennae or satellite dish placement:
   a) Only one antennae or satellite dish shall be allowed per lot.
   b) The location of the satellite dish can be any of the following and shall not be visible from the curb directly in front of the home:
      1) On a pole in the backyard and located close to the home.
      2) Attached to the deck.
      3) On the rear roof line of the home.
         a) 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 Owners 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 Owners 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. The Village, under no circumstances, shall be responsible for enforcing the terms of this Declaration.

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.** 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 Village of Cross Plains.

E-7) **Wet Basins.** Wet Basins within the dedicated storm water management facilities may not permanently contain water due to weather conditions and will not be filled by the Village.

E-8) **Notices.**

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

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

C) Notices to Village shall be given to Village Clerk at the following address: PO Box 97, Cross Plains, WI 53528.

D) 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) Association shall provide annually to the Village Clerk all names, addresses, and relevant contact information of the Association Officers and Architectural Control Committee members.

E-9) **Amendment and Release.** At any time until Declarant conveys all of the Lots which comprise the entire Property, or turns control of the Association over to its Members, whichever occurs first, Declarant may modify or amend this Declaration, or alter or grant variances to the terms hereof, 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 in accordance with the provisions of Section E-1, above. Until such time as Declarant no longer has an interest in any of the Lots which comprise the Property, or turns control of the Association over to its Members, Declarant may assign its rights as Declarant to any other person or entity which shall own an interest in any of the Lots provided such person or entity agrees in writing to assume the obligations of the Declarant under the terms of this Declaration. Effective upon the date of such assignment, the Declarant shall be released from any liability which shall accrue to the Declarant under the terms of this Declaration on and after the date of such assignment. Notwithstanding the foregoing or anything else set forth herein, amendments to the following sections of this Declaration shall also require the approval of the Village as restrictions for public benefit pursuant to §236.293 Wis. Stats., in order to be effective: Sections B-7, B-8, B-14, B-17, C-5, D-2(C), E-1 and this Section E-9.
E-10) **No Waiver.** Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or any other provision of this Declaration.

E-11) **Number and Gender.** Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

E-12) **Including.** Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

E-13) **Captions.** The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

E-14) **Remedies.** All remedies herein are cumulative.

[Signature Page Follows]
IN WITNESS WHEREOF, the said VH Cross Plains LLC, a Wisconsin Limited Liability Companies has caused these presents to be signed and sealed this 10 day of November 2016.

VH Cross Plains LLC

By: ____________________________
   Jeff Rosenberg  Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN    )
                      ) ss
COUNTY OF DANE      )

Personally came before me this 10 day of November, 2016 Jeff Rosenberg the Authorized Officer and Signatory of VH Cross Plains 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, State Bank of Cross Plains, hereby consents to the foregoing Declaration of Conditions, Covenants and Restrictions for the plat Glacier Ridge. This consent does not limit, restrict or affect in any way Mortgagee’s rights, interest and remedies regarding Mortgagee’s interest in the Property.

Dated at Madison, Wisconsin this 28th day of November, 2016.

State Bank of Cross Plains

By: [Signature]
Print Name: Kevin J. Mahaney
Print Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN )
) ss.
COUNTY OF DANE )

Personally came before me this 28th day of November, 2016, the above named [Signature], 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: 3-5-2017
Exhibit “A”

Description of Glacier Ridge Lots

Lots 2-44, Glacier Ridge, Village of Cross Plains, Dane County, Wisconsin
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<th>Lot #</th>
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</tbody>
</table>
## EXHIBIT “C”

**Total Minimum Points for Landscaping**

<table>
<thead>
<tr>
<th>Lot(s)</th>
<th>Minimum Points for Foundation Plantings</th>
<th>Total Minimum Points for Landscaping</th>
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</thead>
<tbody>
<tr>
<td>2-44</td>
<td>350</td>
<td>500</td>
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<tr>
<td>Elements</td>
<td>Point Schedule</td>
<td></td>
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<tr>
<td>-------------------------------------------------------------------------</td>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td>A) Small Shade Trees (balled and burlaped)</td>
<td>50</td>
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</tr>
<tr>
<td>(1.5&quot;-2&quot; caliper at 6&quot; from the roots)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) Medium Shade Trees (balled and burlaped)</td>
<td>100</td>
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<tr>
<td>(2&quot;-3&quot; caliper at 6&quot; from the roots)</td>
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<tr>
<td>C) Large Shade Trees (balled and burlaped)</td>
<td>150</td>
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<tr>
<td>(3&quot;-4&quot; caliper at 6&quot; from the roots)</td>
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<tr>
<td>D) Extra-Large Shade Trees (balled and burlaped)</td>
<td>200</td>
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<tr>
<td>(4&quot; + caliper at 6&quot; from the roots)</td>
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<tr>
<td>E) Ornamental Trees (balled and burlaped)</td>
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<tr>
<td>(1.5&quot;-2&quot; caliper at 6&quot; from the roots)</td>
<td></td>
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</tr>
<tr>
<td>F) Small Evergreen Trees</td>
<td>25</td>
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</tr>
<tr>
<td>(3' to 4.5' when planted)</td>
<td></td>
<td></td>
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<tr>
<td>G) Medium Evergreen Trees</td>
<td>50</td>
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</tr>
<tr>
<td>(5' to 6.5' when planted)</td>
<td></td>
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</tr>
<tr>
<td>H) Large Evergreen Trees</td>
<td>100</td>
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<tr>
<td>(7' + when planted)</td>
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<tr>
<td>I) Evergreen Shrubs</td>
<td>20</td>
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<tr>
<td>(18&quot; minimum diameter)</td>
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<tr>
<td>J) Small Deciduous Shrubs</td>
<td>10</td>
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</tr>
<tr>
<td>(18&quot; to 35&quot; in diameter)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>K) Medium Deciduous Shrubs</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>(35&quot; to 60&quot; in diameter)</td>
<td></td>
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</tr>
<tr>
<td>L) Large Deciduous Shrubs (balled and burlaped)</td>
<td>25</td>
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</tr>
<tr>
<td>(60&quot; or greater in diameter)</td>
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<tr>
<td>M) Decorative Retaining Walls</td>
<td>10</td>
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<tr>
<td>(Points are per face foot. Boulders, timbers, and stones only – no concrete walls included.)</td>
<td></td>
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</tr>
<tr>
<td>N) Paver Stone Walks, Paths or Patios</td>
<td>1</td>
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</tr>
<tr>
<td>(Points per square foot – no driveways included.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>O) Planting Beds</td>
<td>1</td>
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</tr>
<tr>
<td>(Points per square foot – must be decorative stone or mulch.)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Fence Top View

98" ON CENTER OF POSTS

2"x3 1/4"x95 3/4" TOP & BOTTOM RAILS

5"x5x5 NEW ENGLAND CLASSIC POST CAP

ALUMINUM INSERT BOTTOM RAIL

7/16"x3"x43/4" PICKETS

2" SPACING

5"x5x84" ROUTED POST

Fence Elevation

NOTE:
MANDATORY REQUIREMENTS NO VARIANCE WILL BE ALLOWED

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

* CUSTOM BUILT ON THE JOB SITE
* INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS

VERIDIAN HOMES
6801 South Towne Drive
Madison, WI 53713
Phone 608.236.3100
Fax 608.236.0810

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