

Amended

DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS FOR THE
FOLLOWING DESCRIBED PARCELS AND LOTS
OF SCENIC RIDGE VERONA, LLC, LOCATED IN
THE CITY OF VERONA, DANE COUNTY, WISCONSIN:

Lots 14, 107, 108,
Lots One hundred thirty five (135) through one
hundred thirty nine (139) inclusive,
Lots one hundred fifty five (155) through one
hundred sixty two (162) inclusive,
Scenic Ridge, in the City of Verona,
Dane County, Wisconsin,
and
Lots one hundred seventy (170) through one
hundred eighty eight (188) inclusive,
Scenic Ridge First Addition, in the City of Verona,
Dane County, Wisconsin

**attorney Dave McDorman
McDorman and Gillen**

Madison, WI 53711

Tax Parcel No.: See Schedule A

WHEREAS, Scenic Ridge Verona LLC, a Wisconsin limited liability company, hereinafter referred to as "Declarant," the owner of the plat of **Scenic Ridge**, in the City of Verona, Dane County, Wisconsin, recorded in the office of the Dane County Register of Deeds on the 7th day of May, 2007, in Volume 59-028A of Plats, Pages 135 to 137, as Document No. 4278782, **and also the owner of Scenic Ridge First Addition**, in the City of Verona, Dane County, recorded on the 29th day of December, 2010, in Volume 59-085B of Plats, page 400, as Document No. 4730432 (renumbering lots 10-13, 140-145 and 163-169 of Scenic Ridge as lots 170 through 188), desires to control the purposes for which Lots of the plats are used as well as obligating the owners of said lots to be bound by certain conditions, covenants, restrictions, and easements for the benefit of said lots as a whole and for the benefit of each owner of any part thereof;

NOW, THEREFORE, the Declarant hereby declares and provides that Lots 14, 107, 108, Lots One hundred thirty five (135) through one hundred thirty nine (139) inclusive, Lots one hundred fifty five (155) through one hundred sixty two (162) inclusive, **Scenic Ridge**, in the City of Verona, and
and
Lots one hundred seventy (170) through one hundred eighty eight (188) inclusive, **Scenic Ridge First Addition**, in the City of Verona, Dane County, Wisconsin

of the plats of **Scenic Ridge** and **Scenic Ridge First Addition**, in the City of Verona, Dane County, Wisconsin are hereby subject to the following conditions, covenants, restrictions and easements (with the term "lot" or "lots" as hereinafter used referring solely to one or more of said Lots of the plats of **Scenic Ridge** and **Scenic Ridge First Addition** unless otherwise specifically denoted) :

I. General Use Restrictions

- A. Lots 14,107,108, Lots One hundred thirty five (135) through one hundred thirty nine (139) inclusive, Lots one hundred fifty five (155) through one hundred sixty two (162) inclusive, Lots one hundred seventy (170) through one hundred eighty eight (188) including modifications and variations thereof, shall be utilized exclusively for single family detached structures for residential purposes only.
- B. For purposes of these Conditions, Covenants, Restrictions and Easements, a family is defined as per Section 28.03 of the City of Madison General Ordinances zoning code for the zoning district in which the lot subject to these Conditions, Covenants, Restrictions and Basements is located.
- C. A single family detached structure may be used for a professional or business office when such office is incidental to the principal residential use, is less than three hundred (300) gross square feet in area used, and the profession or business is conducted without an identification sign or label displayed and without goods for sale on the premises, and otherwise complies with the Verona General Ordinances zoning code (home occupation).
- D. Accessory uses to the principal permitted residential use of a single family detached residence, such as hobby or craft activities, except as otherwise specifically prohibited, are permitted within interior spaces within the principal structure when such accessory use is conducted without disturbance or nuisance to the residents of the adjoining lots.

II. General Lot Restrictions

- A. No lot may be further subdivided.
- B. No lots may be combined nor the common lot line between any two lots reconfigured without the approval of the Architectural Control Committee.
- C. Common storm water drainage easements exist over each lot as more particularly shown as swales on the plat of Scenic Ridge. No lot owner shall interfere with said storm water drainage easement rights, whether by changing any grades or the planting of any trees or shrubs or the placement of any structures or materials or otherwise within or which interfere with said storm water drainage easement area.
- D. Common utility easements exist over each lot as more particularly shown on the plat of Scenic Ridge. No lot owner shall interfere with said utility easement rights, whether by changing any grades or the planting of any trees or shrubs or the placement of any structures or materials or otherwise within or which interfere with said utility easement area.
- E. No lot elevation may be changed except with the permission of the Architectural Control Committee.

III. Structure Size and Garage Requirements

A. All single family residential structures shall meet the following minimum square foot requirements:

LOT TYPE	Single Story Residence	Two Story Residence	Raised Ranch, Bi-Level & Tri-Level Residences
TYPE 'A' LOT – Lots 135-139, 155-162, 170-179	1,750 sq.ft.	2,000 sq.ft.	1,800 sq.ft. on top two levels
TYPE 'B' LOT – Lots 180,181	1,600 sq.ft.	1,850 sq.ft.	1,600 sq.ft. on top two levels
TYPE 'C' LOT – Lots 184-188	1,500 sq.ft.	1,750 sq.ft.	1,500 sq. ft on top two levels
TYPE 'D' LOT – Lot 14	1,500 sq.ft.	1,750 sq.ft.	1,500 sq. ft on top two levels
TYPE 'E' LOT—Lots 182,183	1400 sq. ft.	1600 sq. ft.	1500 sq. ft. on top two levels
TYPE 'F' LOT– Lots 107,108	1,900 sq.ft.	2,100 sq.ft.	1,900 sq.ft. on top two levels

B. For the purpose of determining minimum square foot requirements as set forth above, same shall include all finished areas including closets, bathrooms and stair openings, but shall exclude open or screened porches, decks, attached garages, and basements (even if finished for recreational or living use, except in the case of raised ranches).

C. The minimum square foot floor requirements may be waived by the Architectural Control Committee, in its sole and unlimited discretion, as it deems necessary and proper, in the event that the proposed architecture of the structure is such as to present a pleasing appearance compatible with other structures within the plat or as necessary to comply with any purchase price requirements of the City of Verona's Inclusionary Zoning ordinance.

D. Each single family residential structure shall not have less than two (2) automobile garage stalls which shall be located within an attached or basement garage.

IV. General Driveway and Landscaping Requirements

A. All driveways shall be poured concrete.

B. All front and side yards and terrace areas, except tree, shrub and flower bed areas, shall be sodded (unless an in ground irrigation system is installed, in which case same may be seeded); and all rear yards, except tree, shrub or flower bed areas, shall be seeded or sodded, except that the owner(s) of any lot may have a family fruit and/or vegetable garden within the rear yard provided that same does not exceed ten (10) percent of the total lot size, is a minimum of ten (10') from adjacent properties and same is maintained in a clean and orderly condition. No natural or prairie lawns shall be permitted unless authorized by the

Architectural Control Committee. All lawn and non-lawn areas shall be kept free of noxious weeds.

- C. Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot or outlot owner(s). Complete visual screening of the front, rear or side of any lot or outlot is prohibited without approval of the Developer or the Committee, whichever is then applicable.
- D. Each lot shall have a minimum of \$2,000 expended by the Owner on foundation plantings, plus at least two four-foot conifer trees, or two 2½" diameter deciduous trees, or a combination thereof, in the front yard.

V. Discharge of Rooftop Storm water Runoff from Individual Lots

To comply with Subchapter III NR 151 of the Wisconsin Administrative Code:

- A. Roof water run off shall not be directed to an impervious surface area or allowed to flow directly to the storm water detention system serving the plat of Scenic Ridge.
- B. Each rooftop shall include a storm water discharge system designed and constructed to infiltrate not less than the first 1-inch of runoff from the rooftop. Such system may include disconnected downspouts, downspout extenders and/or Rain handlers or similar devices with the storm water directed to and discharged onto a permeable area within the Lot (such as grass, gardens, swales and/or rain gardens planted with perennial plants or grasses).
- C. All such storm water systems designed and constructed in compliance with paragraph B above shall be maintained in good and functioning condition and repair and not allowed to be removed or significantly altered (such as the grassing over of a rain garden or filling in of a swale) unless replaced by an equivalent system with respect to such infiltration or capture and re-use.

VI. Architectural Control and Guidelines

- A. A single Architectural Control Committee shall be and hereby is established to govern and enforce these conditions, covenants, restrictions and easements as to the lots made subject to this Declaration. The Declarant reserves the right to broaden the geographic jurisdiction of the Architectural Control Committee to include lots in any future additions to the **Plat of Scenic Ridge**, including the **Plat of Scenic Ridge First Addition** (which were part of the preliminary plat of Scenic Ridge) by recording similar conditions, covenants, restrictions and easements over single family lots within such additions which provide for the enlargement of the geographic jurisdiction of the Architectural Control Committee.
- B. The Architectural Control Committee shall initially consist solely of the Declarant by its authorized employees and/or agents. The Declarant, by its authorized employees and/or agents, shall control the Architectural Control Committee until

it is succeeded by the neighborhood elected Architectural Control Committee as provided for in paragraphs C and D below.

- C. After all lots subject to geographic jurisdiction of the Architectural Control Committee as provided for in paragraph A above have had building permits issued for the construction of the principal residential structure thereon, the Declarant shall assign its rights in Architectural Control Committee to an elected Architectural Control Committee consisting of three (3) owners of lots subject to the geographic jurisdiction of the Architectural Control Committee as provided for in paragraph A above.
- D. In addition, prior to the mandatory assignment of control of the Architectural Control Committee by the Declarant to an elected Architectural Control Committee, the Declarant may from time to time assign its rights in Architectural Control Committee as to certain specified lots subject to the geographic jurisdiction of the Architectural Control Committee to an elected neighborhood Architectural Control Committee consisting of three (3) owners of said specified lots for which an assignment has been made.
- E. The members of the elected Architectural Control Committee shall be elected by and from the owners of the lots which are subject to the geographic jurisdiction of the elected Architectural Control Committee, each lot subject to the geographic jurisdiction of the elected Architectural Control Committee having one (1) vote, and shall serve for a term of one (1) year, until his or her respective resignation or until their respective successors are elected and take office, whichever is sooner. The Declarant shall give notice to the owners of said lots and conduct the meeting of said lot owners at such time of the initial election of said elected Architectural Control Committee. Thereafter, the neighborhood Architectural Control Committee shall give such notice of the annual meeting to elect the successor members of the Architectural Control Committee.
- F. No single family structure, outbuilding, fence, pool, recreational equipment (including children's play structures) or other structures of any kind shall be erected, placed, externally modified or added to on any lot subject to these conditions, covenants, restrictions or easements until the building plans, specifications, footing elevations, plat plan, minimum landscaping requirements and elevations have been approved by the Architectural Control Committee. Such plans shall also indicate the finish grade of the lot.
- G. No building or other structure previously erected elsewhere may be moved onto any lot subject to these conditions, covenants, restrictions and easements except new panelized construction as approved by the Architectural Control Committee.
- H. The Architectural Control Committee may periodically establish a schedule of plan review fee(s) reasonably based upon the cost of plan review and the operation of the Architectural Control Committee, including enforcement of these conditions, covenants, restrictions and easements and the giving of notice for and the conducting of the annual meeting to elect the new members of the Architectural Control Committee.

- I. The owner or potential purchaser of any lot subject to these conditions, covenants, restrictions and easements seeking approval of the Architectural Control Committee shall complete such application form as specified by the Architectural Control Committee (which application form shall require specification of the details as specified in paragraph J below), submit Two (2) sets of plans for which approval is sought and shall pay the required plan review fee as specified by the Architectural Control Committee. The Architectural Control Committee shall act on said complete application (including application form, complete plans and the payment of the plan review fee) within fifteen (15) business days of complete submission (whether by approval, conditional approval or disapproval), unless the time for decision is extended by the Committee. Any disapproval shall specify the reasons for disapproval. All action by the Architectural Control Committee must be in writing to be effective. Oral approvals of whatever kind are null and void.

- J. In deciding whether to approve or disapprove submitted application and plans, the Architectural Control Committee shall consider and pay particular attention to exterior design including exterior elevations, basement materials, siding, number of windows and window size and location, trim, roof pitch and material, soffits, fascia, minimum floor areas, landscaping, quality of materials and workmanship, and location and plan aesthetics, including color, in relation to surrounding structures, landscaping, street and adjacent structure and lot finished grades, and topography. All colors, whether for trim, siding, or roofing, shall be coordinated to provide for the most aesthetic combination for a particular structure as well as for the overall development of the lots. The Architectural Control Committee shall avoid repetitive design of adjacent or nearby single family homes. The overall color scheme must be submitted with the building plans for approval. Conditional approval may be given for contemplated single family detached dwelling plans or designs and other structures submitted by a person considering the purchase of a lot. The Architectural Control Committee has sole and unlimited discretion of approval, conditional approval or disapproval, in good faith exercised, including the right to provide for exceptions as it deems necessary and proper. No changes or deviations may be made in or from such approved plans and specifications, nor changes or modifications to the exterior appearance of any existing structures including, but not limited to, exterior remodeling, repainting or staining, or construction of patios, decks, or swimming pools, shall be made without the prior approval of the Architectural Control Committee. Approval of such plans does not constitute a warranty or representation that such plans are structurally sound or that the plans meet city, county or state codes, same being the responsibility of the owner(s) and his, her, or their builder. The owner(s) agree to hold the Architectural Control Committee harmless from any and all claims that may arise from the exercise of their discretion in approving or disapproving any request, or from approving subject to conditions any request and with respect to design, construction and materials used in the structure and claims relating to any alleged abuse of the sole and unlimited discretion of the Architectural Control Committee.

- K. The Architectural Control Committee may adopt architectural guidelines, including landscaping guidelines, not otherwise in conflict with these conditions, covenants, restrictions and easements in order to produce and ensure a harmonious yet distinctive neighborhood. Notwithstanding such guidelines, the Architectural Control Committee may make such exceptions to such guidelines as it, in its sole and unlimited discretion, deems necessary and proper.
- L. The Architectural Control Committee may require the specification of the builder in the application form and may reject the application if in its sole and unlimited discretion the Architectural Control Committee determines that the builder is not fiscally sound or has a history of not following building codes or the provisions of these conditions, covenants, restrictions and easements. The failure by the Architectural Control Committee to reject an application does not constitute any representation or warranty by the Committee of the fiscal strength of the builder or the likelihood for the builder to follow building codes or the provisions of these conditions, covenants, restrictions and easements. The owner(s) and prospective owners agree to hold the Architectural Control Committee harmless from any and all claims with respect to any rejection or failure to reject any builder involved for the purposes herein delineated
- M. Each owner of each lot subject to these conditions, covenants, restrictions and easements shall be responsible for compliance with these conditions, covenants, restrictions and easements, by said owner's builder, contractor, subcontractors, and material men.
- N. Any fireplace, water heater or furnace chimney which is constructed of metal shall be encased by wood, aluminum or brick siding, except that portion which must be exposed as required by the building code.
- O. No roof pitch may be less than six (6)/twelve (12) pitch. All roofing shall be of laminated architectural grade textured fiberglass, asphalt shingles, wood shakes or other acceptable material, with not less than a thirty (30) year guaranty period. No standard 3 in 1 shingles shall be allowed. A variance from the minimum pitch may be granted by the Declarant or the Architectural Review Committee, which ever is then applicable, at their discretion.
- P. All fencing shall be constructed of wood or wood appearing plastic. No chain link fencing shall be permitted. All wood fencing shall be painted or stained to maintain a neat appearance; except cedar fences may be permitted to weather to a natural gray color. All fencing shall be erected with the finished side out (finished side facing the adjoining property or street). Gates are permitted and shall be consistent with the fencing style, opening inwards into the lot. Fencing shall be limited to the rear yard only; no fencing shall be permitted in the front or side yards. Only one fence shall be permitted along a common lot line (with fences on adjoining property meeting at the common corners). No fencing over four (4) feet in height shall be permitted unless required by law. All criteria set forth are for review by declarant or Architectural Review Committee at the time of Architectural Review. Adjacent lot owners approval of any fence will be required prior to Architectural Review.

- Q. All exterior doors, including garage doors, shall be panel style. No plain or flat exterior doors shall be permitted.
- R. The Architectural Control Committee shall have the right to select a mail box post, mail box type and design and house number type and design and require each owner of a lot subject to these conditions, covenants, restrictions and easements to utilize same on said lot. The cost of the mail box post and mail box will be in addition to the cost of the lot and collected at closing. Any newspaper delivery box must be affixed to the mail box post and may not be fastened to a steel post.
- S. The Architectural Control Committee may bring suit to enforce any provision of these conditions, covenants, restrictions and easements and shall be entitled to recover reasonable and necessary attorneys fees together with \$25.00 per day liquidated damages for each day of violation in any successful suit.
- T. For each building erected or placed on any lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Developer or the Committee, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality single family residences.

VII. Neighborhood/Subdivision Identification Signs

The Architectural Control Committee may design, construct and place a neighborhood/subdivision identification sign and related landscaping in the neighborhood/subdivision identification sign easement as specified in section I. A. above (and within lot 24 of the Plat of Scenic Ridge) if a neighborhood/subdivision identification sign easement is provided for said lot) and upon the placement of such neighborhood/subdivision identification sign and landscaping shall maintain, repair and replace same as necessary. The owner of the subject lot shall be responsible for maintaining the lawn in the neighborhood/subdivision identification sign easement area.

VIII. Time Limits for Construction

- A. The owners of any lot in this plat subject to these conditions, covenants, restrictions and easements, other than the Declarant, shall commence construction within twenty-four (24) months of purchase or when building permits are first issuable for said lot, whichever is later, and shall complete construction, including all landscaping, within six (6) months of the issuance of a building permit, except as to those items which are delayed by reason of weather, and as to those items as soon as weather permits.
- B. The Declarant shall have the right, but not be obligated, to extend the deadlines as set forth in paragraph A. above and any one extension shall not obligate the Declarant to grant further or other extensions.

- C. If the owners of any lot in this plat fail to meet the deadlines as set forth in Paragraph A. above or as extended per paragraph B above, then upon sixty (60) days notice to the owners of the lot (except as to landscaping matters, with respect to which only a thirty (30) day notice shall be required), the Declarant shall have the right, but not be obligated, to enforce each and every one of the following remedies:
1. Repurchase of the lot free and clear of all encumbrances except municipal and zoning ordinances, easements, and covenants and restrictions of record that existed at the time of the transfer of title from the Declarant, for the original purchase price paid to the Declarant by the original or subsequent owners of said lot, with taxes and installments on assessments for the year in which such conveyance occurs being pro-rated as of the date of such conveyance;
 2. Specific performance;
 3. Liquidated damages, resulting to the Declarant for loss of opportunity to sell lots contained in this plat or to develop and sell lots in additions to this plat, in the amount of twenty-five dollars (\$25.00) per day; and
 4. Attorney's fees for enforcing any of the foregoing remedies.

IX. Prohibited Structures and Activities

- A. Only two (2) domestic animals may be kept on any lot subject to these conditions, covenants, restrictions and easements. All such domestic animals shall be housed within the principal structure and no dog houses, animal runs or outdoor kennels shall be allowed unless approved in writing by the Architectural Control Committee prior to such installation. No approval by the Architectural Control Committee shall be granted unless such written approval is first obtained from the owners of the adjoining lot facing the proposed dog house, animal run or outdoor kennel. Such approval, if granted, shall include site plan, elevations, materials, colors, and screening of such dog house, animal run or outdoor kennel from adjacent lots. Under no circumstances shall any dog house shall exceed three (3) feet by four (4) feet. All dog houses, animal runs and outdoor kennels shall be immediately adjacent to the house or garage constructed on the lot. Upon the cessation of the use of such dog house, animal run or outdoor kennel, the dog house, animal run or outdoor kennel shall be removed. Commercial animal boarding, breeding, kenneling or treatment is expressly prohibited, whether for fee or not. No resident of any Lot may keep a dog upon the Lot whose barking creates a nuisance or which dog displays vicious tendencies. The owner/resident of such Lot shall keep the Lot free from feces from said dog.
- B. Accessory buildings are expressly prohibited except when specifically approved by the Architectural Control Committee, which approval shall at all times seek to harmonize the interests of the lots in the plat for the general interests of all owners in the plat.

- C. No above ground swimming pools shall be permitted, except as approved by the Architectural Control Committee. (Seasonal small children's pools which are assembled annually no earlier than June 1 and disassembled and removed no later than September 15 shall be permitted without the need for authorization from the Architectural Control Committee.)
- D. All lawns, shrub and flowerbeds, and all gardens must be kept in a neat appearance and free of noxious weeds.
- E. No building previously erected elsewhere shall be moved upon any lot in this plat, except new panelized construction which has been approved by the Architectural Control Committee.
- F. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, erected in said plat, shall at anytime be used as a residence, temporary or permanently, nor shall any residence of any temporary character be used as a dwelling.
- G. Parking shall be prohibited on any portion of lot except the driveway and garage.
- H. Parking of service vehicles (except service vehicles owned by companies performing service on the lot upon which the service vehicle is parked) and/or storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles shall be prohibited unless same are kept in the garage. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading. No junked or disabled vehicles may be left on the exterior grounds of any lot longer than seventy-two (72) hours.
- I. No fences or flagpoles shall be permitted except as approved by the Architectural Control Committee.
- J. No satellite dishes (except 18" or smaller dishes), or outdoor antenna, or amateur radio towers and antenna shall be permitted except as federal, state or local law so requires the permitting of such dishes, antennae or towers. All such dishes, antennas, and towers, where permitted, shall be placed to minimize visual impact upon the adjoining lots.
- K. No solar panels shall be permitted.
- L. No lot subject to these conditions, covenants, restrictions and easements shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste materials (including rocks or cement or other construction debris). Trash, rubbish, garbage, or other waste shall not be kept on any said lot except in sanitary containers which shall be kept in clean and sanitary condition. No lawn clippings or leaves or garden waste may be kept on any said lot except in composting containers located in the backyard at least ten (10) feet from any common lot line and properly maintained to keep same odor free at any common lot line, except leaves, shrub trimmings, tree trimmings and other garden cuttings

may be kept on terrace area adjacent to any lot for up to one week for municipal pick-up.

X. Notice of Outlot and Multi-Family Zoned Lots; Notice of Possible Future Municipal Assessments

- A. Outlot One (1) of the plat of Scenic Ridge has been dedicated to the public (to the City of Verona) for storm water management purposes. No owner of any lot shall encroach upon or allow any encroachment upon said Outlot One (1) (whether by the construction of recreational equipment or the planting of gardens, shrubs or trees or otherwise), nor shall dump or permit the dumping of any waste materials (including but not limited to lawn cuttings, leaves, shrub and tree cuttings and garden waste) upon Outlot One (1).
- B. Lots One and Two (1+2) of the plat of Scenic Ridge are zoned for multi-family residential development. Each owner of each lot subject to these conditions, covenants, restrictions and easements acknowledge notice of said multi-family zoning and waive any objection to said multi-family zoning. Lot 2 will be required to submit for Architectural Review, plans, landscape design, grading, etc to the Declarant or Architectural Review Committee prior to construction.
- C. The owners of each lot subject to these certain conditions, covenants, restrictions, and easements shall be responsible for all future assessment for public improvements, including street trees, street lights and the Verona storm and sanitary sewer area wide improvements.

XI. Parade of Homes

While the Declarant retains ownership of any lot subject to these conditions, covenants, restrictions and easements, the Declarant reserves the right to submit some or all of said lots in the plats of **Scenic Ridge** and **Scenic Ridge First Addition** as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of said lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration shall, as to the lots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 48 hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in the plats of **Scenic Ridge** and **Scenic Ridge First Addition** pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of lots in **Scenic Ridge** and **Scenic ridge First Addition** and their respective successors and assigns shall take title subject to this specific reservation by the Declarant and shall waive all rights to object to violations of this Declaration by the Declarant, the Madison Area Builders Association, or any of the builders or participants in the Parade of Homes during the period of the Parade(s) as set forth above, including the closing of any public or private streets in the Parade of Homes area. All owners of all lots subject to these conditions, covenants, restrictions and easements shall and do appoint the Declarant as their attorney in fact to execute all necessary petitions, applications and consents to facilitate said street closings for the Parade of Homes.

XII. Time Period for Covenants; Amendments; Severability; Code Requirements

- A. This Declaration shall run with the land and shall be binding upon all owners of lots subject to these conditions, covenants, restrictions and easements for a period of thirty (30) years from the date this Declaration is recorded in the office of the Dane County Register of Deeds, after which time it shall automatically stand renewed for successive ten (10) year periods unless an instrument amending or terminating this Declaration in whole or in part is signed by the owners of at least fifty (50) percent of the local assessed valuation of all lots subject to these conditions, covenants, restrictions and easements.

- B. Notwithstanding any provision of these conditions, covenants, restrictions and easements, no structure constructed in the plat shall be in violation of any government zoning or building codes. In case any of these conditions, covenants, restrictions and easements herein are contrary in part or in total with any government zoning or building code, the government zoning or building code shall be determinative. In case these conditions, covenants, restrictions and easements are more restrictive than a government zoning or building code or a government zoning or building code is more restrictive than these conditions, covenants, restrictions and easements, then the more restrictive provision shall apply.

- C. Invalidation of any one of these conditions, covenants, restrictions or easements shall in no way affect any other provision, which other provision shall remain in full force and effect.

Dated at Madison, Wisconsin this ____ day of January, 2011.

Scenic Ridge Verona LLC

 By: Brian McKee managing member

AUTHENTICATION _____

Signature of Brian McKee authenticated this ____ day of January, 2011

COUNTY OF DANE

Personally came before me this _____ day of _____, 2011, the above named Brian McKee, to me known to be the _____ of Scenic Ridge Verona, LLC, who executed the foregoing and acknowledged the same.

 Notary Public, State of Wisconsin

 My Commission Expires