



Document Number

**DECLARATION OF COVENANTS,
EASEMENTS, CONDITIONS
AND RESTRICTIONS FOR THE
PLAT OF PRAIRIE OAKS**

Document Title

DANE COUNTY
REGISTER OF DEEDS

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The undersigned HEATH INVESTMENTS LIMITED PARTNERSHIP, a Wisconsin limited partnership (the "Developer"), as the owner of the real estate described herein, hereby declares, states and provides that said real estate shall be and the same hereby is subject to the covenants, easements, conditions and restrictions which follow:

A. STATEMENT OF PURPOSE

This Planned Unit Development ("PD") District (the "District" or "PD District") is established to provide employment, mixed use office-retail and housing opportunities in an environment which is attractive to persons working or residing within the District, visitors to the District, the owners, residents and occupants of neighboring property and the City of Verona. The essential purpose of the District is to create a development which is accessible and feasible in an attractive, self controlled environment. The District is intended to provide sites which are suitable for the uses identified in the following paragraph. The District, this Declaration and the covenants, conditions and restrictions which follow are intended to control the development and improvement of the property lying within the District in manner which enhances the appearance and use thereof and which protects the owners of the property within the District and the owners of adjoining properties against the construction of unattractive buildings and the introduction of undesirable uses of building sites.

Return To:Griffin Law Office, S.C.
49 Kessel Court, Suite 211
Madison, WI 53711

Tax Parcel Nos.	56-0608-104-4001-8 (Lot 1)
	56-0608-104-4102-6 (Lot 2)
	56-0608-104-4203-4 (Lot 3)
	56-0608-104-4304-2 (Lot 4)
	56-0608-104-4405-0 (Lot 5)
	56-0608-104-4506-8 (Lot 6)
	56-0608-104-4607-6 (Lot 7)
	56-0608-104-4708-4 (Lot 8)
	56-0608-104-4940-0 (Outlot 1)

B. LEGAL DESCRIPTION

This Declaration, and the covenants, conditions and restrictions contained herein, is applicable to the following described real estate:

Lots One (1) through Eight (8) and Outlot One (O.L. 1), Prairie Oaks, in the City of Verona, County of Dane, State of Wisconsin.

C. FUTURE SPECIFIC IMPLEMENTATION PLANS

All future Precise Implementation Plans ("PIP") shall be in conformance with this Declaration and the Prairie Oaks Neighborhood Plan dated April 22, 1998, a copy of which is attached hereto and labeled "Exhibit A" (the "Neighborhood Plan").

D. GENERAL REGULATIONS

Uses permitted in the PD District are subject to the following conditions:

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1. No use shall be so conducted as to cause the harmful discharge of any waste material into or upon the ground, into or within any sanitary or storm sewer system, into or within any water system or water, or into the atmosphere. All uses shall be conducted in such a manner so as to preclude any nuisance, hazard, or commonly recognized offensive conditions or characteristics, including creation or emission of dust, gas, smoke, noise, fumes, odors, vibrations, particulate matter, chemical compounds, electrical disturbance, humidity, heat or cold.
2. All business conducted in the PD shall be conducted within completely enclosed buildings, except that the following may occur outside the buildings: outside dining at restaurants; special events (e.g. retail sale specials or ancillary activities); off-street parking; off-street loading; and outside storage areas as regulated herein and in any applicable PIP.
3. Parking of trucks as an accessory use, when used in the conduct of a permitted business listed hereinafter, shall be limited to vehicles having a capacity not in excess of one and one-half (1½) tons.
4. All other activities and uses not expressly prohibited by this document shall be governed by the Ordinances enacted by the City of Verona and in force from time to time.

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E. PERMITTED USES

1. O.L.1:

- a. Private drive

2. Lots 1 and 2. All uses permitted in a Suburban Office (SO) District as defined in the zoning ordinances of the City of Verona, as well as any general office use described in clause 4, b, below.
3. Lot 3. Child Care facilities/Office, as included in the Suburban Office (SO) District and in clause 4, b, below.
4. Lots 4, 6 and 8 — Retail/Office. All uses permitted in a Neighborhood Commercial (NC) District and Suburban Office (SO) District, as defined in zoning code of City of Verona, as well as those uses specifically listed below:

a. Retail Component:

- (1) Art, school and business supply stores.
- (2) Art galleries.
- (3) Barber shops and beauty parlors.
- (4) Bicycle sales, rental and repair stores.
- (5) Books, magazines and stationery stores.
- (6) Camera and photographic supply stores, including photo processing.
- (7) Candy and ice cream stores.
- (8) Card and gift shops.
- (9) China and glassware stores.
- (10) Dry cleaning and laundry establishments.
- (11) Electronic stores, including the sale and service of computer, audio, radio, telecommunications and television - video equipment and accessories.
- (12) Florist shops.
- (13) Food stores including grocery stores, meat and fish markets, bakeries, and delicatessens.
- (14) Florist shops.

- (15) Food stores including grocery stores, meat and fish markets, bakeries, and delicatessens.
- (16) Hardware stores.
- (17) Health and Fitness Centers.
- (18) Hobby shops.
- (19) Jewelry and watch stores, including repair.
- (20) Leather goods and luggage stores.
- (21) Libraries, municipally owned and operated.
- (22) Medical, dental, chiropractic, hearing, and optical clinics, including appliances and accessory laboratories.
- (23) Optical sales and accessory optical laboratory.
- (24) Paint and wallpaper stores.
- (25) Pet Stores.
- (26) Photography studios and accessory laboratory.
- (27) Picture framing.
- (28) Post office, including private parcel business
- (29) Printing and publishing establishments, including photocopying, letter and newspaper press, stationery and business card, and other similar job printing services.
- (30) Record, compact disc and cassette stores.
- (31) Restaurants, including restaurant-taverns and brew-pubs.
- (32) Cobbler shops, shoe, hat and other leather goods repair stores.
- (33) Sporting goods stores.
- (34) Tailor shops.
- (35) Toy stores.
- (36) Travel bureaus and transportation ticket offices.
- (37) Variety stores.
- (38) Veterinary clinics (outside kennels prohibited).
- (39) Video rental and sale establishments.
- (40) Wearing apparel and shoe shops.
- (41) Drive through accessory to one of the above uses as part of any main (non-outlot) structure subject to the approval of the Plan Commission.

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Prior to the construction or installation of any accessory drive through facility as a part of the westernmost building or demised premises located upon Lot 8, the owner or tenant first shall obtain a conditional use permit from the City of Verona for "in-vehicle sales and service".

b. Office Component.

- (1) Conference center.
- (2) Educational training centers.
- (3) Insurance offices and agencies.
- (4) Medical, dental, chiropractic, hearing, and optical clinics, including appliances and accessory laboratories, and practitioners of physical therapy and therapeutic massage.
- (5) Offices, business and professional.
- (6) Telecommunication centers.
- (7) Travel bureaus and transportation ticket offices.
- (8) Veterinary clinics.

- c. Conditional Uses. The following uses also shall be permitted provided each such use is authorized as a conditional use pursuant to a permit issued by the City of Verona following the submission of an application therefor:

- (1) Liquor store.
- (2) Tobacco shop.

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5. Lot 5. Convenience store with accessory retail sale of motor vehicle fuels (and accessories) and accessory convenience store, automotive repair and maintenance services and motor vehicle laundry.
6. Lot 7. All uses permitted under subparagraph 4 of this paragraph E and financial institutions, including, banks, savings banks, credit unions and loan agencies, together with ancillary business and professional office use, and accessory drive through subject to the approval of the Plan Commission.
7. Permitted Accessory Uses. The following types of accessory or ancillary uses shall be permitted on Lots 1 through 8:
 - a. Automobile parking structure and parking lots.
 - b. Buildings and grounds maintenance building, if architecturally compatible with the principal building.
 - c. Bus shelters.
 - d. Pedestrian linkage structures joining principal or accessory buildings.
 - e. Signs as regulated in this Declaration.
 - f. Temporary buildings for construction purposes, for a period not to exceed the duration of site preparation and construction work upon the property.
 - g. Trash enclosures.
 - h. TYME machines or similar equipment may be located within any building or any rental space within any building constructed upon Lots 1 through 8.
8. Prohibited Uses.
 - a. Adult entertainment facilities, including adult bookstores, adult entertainment taverns, adult motion picture theaters and adult video stores, shall not be permitted upon any part of Lots 1 through 8.
 - b. Any provision of this Declaration to the contrary notwithstanding, financial institutions or facilities offering services commonly provided by financial institutions or otherwise competitive with such services shall not be permitted to operate upon any Lot except Lot 7; provided, however, that this clause b shall not be interpreted or construed to prohibit the accessory or ancillary use authorized by subparagraph 7, h, above.

F. LOT AREA AND WIDTH REQUIREMENTS

In the PD District, there shall be provided a lot area of not less than 20,000 sq. ft. and a street frontage of not less than 50 feet.

G. YARD REQUIREMENTS

In the PD District, front yards, side yards and back yards shall be of such size as is established in each Specific Implementation Plan.

H. PARKING REQUIREMENTS

Off-street parking structures, lots, loading berths, and access driveways shall be located, designed and improved so as to provide for safe and convenient access from adjoining streets, as well as safe and convenient circulation within the site. Access driveways and parking lots shall be separated from principal pedestrian walkways and recreational areas by pavement markings, curbs, planting areas, fences or other appropriate materials to ensure pedestrian safety. To comply with the above provisions, a parking plan

shall be prepared for each lot and shall be approved by the Architectural Review Board prior to its submittal to the City of Verona Planning Department.

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I. LANDSCAPE REQUIREMENTS

A landscape plan shall be prepared for each lot and shall be approved by the Architectural Review Board prior to its submittal to the City of Verona Planning Department.

Landscape standards shall be as set forth in the applicable ordinances, adopted from time to time by the City of Verona.

J. STORAGE AREAS

All storage, except for temporary parking of licensed motor vehicles in operable condition, shall be within completely enclosed buildings or effectively screened with screening material approved in advance by the Architectural Review Board and which shall not be less than six (6) feet nor more than eight (8) feet in height; and no storage shall exceed the height of such screening. All outside storage areas shall be designed and located to appear to form a part of a principal building, or alternatively, not to be readily viewable, and shall be limited to not more than five percent (5%) of the total lot area.

K. STREET GRAPHICS

1. All street graphics shall comply with the requirements of this Declaration. Such requirements may be modified by regulations approved as part of the Specific Implementation Plan for the property.
2. No billboard or other advertising media such as signs, shades, awnings, searchlights, loudspeakers, amplifiers, or similar devices shall be permitted other than signs identifying the name, business and/or products of the occupants and/or those offering the premises for sale or lease. The size and location of all permitted signs must be approved in writing by the Architectural Review Board.
3. Permitted signs and identifying markings on buildings or building sites shall only be of such size, design and color as is specifically approved by the Architectural Review Board in writing.
4. One (1) on-site temporary sign for the purpose of describing a construction project or advertising the sale or lease of a site or building will be permitted, provided the sign is no larger than thirty-two (32) square feet and is not permitted to remain on the site beyond the completion of such construction or beyond the consummation of such sale or lease.

L. ILLUMINATION

Electrical reflectors, spotlights, floodlights and other sources of illumination may be used to illuminate buildings, landscaping, street graphics, and parking and loading areas on any site, but only if they are equipped with lenses or other devices which concentrate the illumination upon such buildings, landscaping, street graphics, and parking and loading areas. All lighting shall be directed away from public streets and residential properties.

M. DEVELOPMENT STANDARDS

1. Architectural Review Board. All building plans shall be reviewed and approved prior to construction by an Architectural Review Board (the "Review Board") which will be appointed by Heath Investments Limited Partnership (the "Developer") and shall consist initially of two professional persons with backgrounds in architecture, engineering, retail and/or commercial development landscape architecture, or urban design planning, and one member of the Developer. The Developer shall have the right to increase the number of members of the Architectural Review Board, appoint

new and replacement members to the Architectural Review Board and to designate substitute or alternate members to serve in the absence of a regular member or to replace a regular member in a particular situation where the regular member has a conflict or interest. All replacement, substitute and alternate members shall be professional individuals as designated above, except the replacement of a member of the Developer need not be such a professional. A majority of the members of the Architectural Review Board always shall consist of such professional individuals.

A simple majority of the members of the Architectural Review Board shall constitute a quorum for the purpose of transacting any business which may come before it.

No member shall vote in a particular case in which such member has a conflict of interest.

2. Approval Required. No improvements shall be erected, placed, altered, maintained or permitted to remain on any lot subject to this Declaration until plans and specifications have been submitted to and approved in writing by the Architectural Review Board.
 - a. Preliminary Development Plan shall be submitted in writing to the Architectural Review Board in sufficient detail so the Architectural Review Board can determine if the Final Development Plans, when submitted, will satisfy the requirements of the Architectural Review Board. Any person submitting plans for review shall cooperate with the Architectural Review Board and attend meetings of the Architectural Review Board to discuss the proposed plans if requested by the Architectural Review Board.
 - b. After the Architectural Review Board has approved the Preliminary Development Plans, the Final Development Plan shall be submitted with the following being included:
 - (1) Landscape plan and specifications, including existing trees, their species, size and location, as well as the size and location of and materials used to construct all fences, walls, patios, and other improvements to be constructed or located upon the property.
 - (2) Plot plan, showing setbacks, existing and finish contours, driveways, exterior lighting, loading and parking areas, site drainage and detention areas, if appropriate, and the location of all proposed buildings and permanent improvements.
 - (3) Building plans.
 - (4) Exterior elevations and roof plans, including screening of exterior electrical and air conditioning structures.
 - (5) Exterior surface treatment, including roofs, with color and textures samples or descriptions.
 - (6) Drawings of signs, their dimensions, size, location, color and descriptions of materials.

Such plans and specifications shall be submitted in writing and in duplicate over the authorized signature of the owner, lessee, licensee or other occupant of the property (together, the "Interested Party") or the authorized agent of such Interested Party. Nothing herein contained shall require submission to or approval by the Architectural Review Board of plans and specifications relating to normal maintenance or alternations to the interior of any existing structure.

- c. The Architectural Review Board shall provide written certification when the Final Development Plan has been approved by the Architectural Review Board. The Final Development Plan, as approved, shall then be submitted by the Interested Party or his authorized agent to state and local governmental authorities for permits and approvals routinely required.

3. **Basis for Approval.** Approval shall be based upon but not limited to a consideration of adequacy of site dimensions, conformity and harmony of external design with neighboring properties, effect of location and use of proposed improvements on neighboring properties, the nature of improvements on neighboring properties and the types of operations and uses thereon, relation of topography, grade and finish ground elevation of the site being improved to that of neighboring properties, proper facing of main elevation (s) with respect to nearby streets and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. The Architectural Review Board shall not withhold, deny or condition its approval of such plans and specifications unreasonably.
4. **Result of Inaction.** If the Architectural Review Board fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the Architectural Review Board had approved said plans and specifications; provided, however, that if within said thirty (30) day period, the Architectural Review Board gives written notice of the fact that more time [not to exceed an additional period of thirty (30) days] is required for its review and consideration of such plans and specifications, there shall be no presumption that the same are approved until the expiration of the additional period of time specified in said notice.
5. **Completion of Work.** Any construction, reconstruction or alteration of any improvement shall be completed within one (1) year after the commencement thereof unless such failure to complete the work is caused by or due to unforeseeable causes beyond the control of the Interested Party and without its negligence or fault (a "Forced Delay"), including, without limitation, acts of God, vandalism, acts of federal, state or local units of government, floods, epidemics, quarantine restrictions, unavailability of materials, strikes, embargoes, unusually severe weather conditions, or delays incurred in connection with securing required political, governmental or other approvals, it being the purpose and intent of this provision that in the event of any such forced delay, the deadline for performance hereunder shall be extended for an additional period of time equal to the entire period of the Forced Delay. Any provision of the foregoing sentence to the contrary notwithstanding, in the event the Forced Delay is incurred in connection with securing required political or governmental approvals, nothing contained herein shall excuse either party from continuing to exercise due diligence and its best efforts to secure such required approvals during the period of such Forced Delay. This paragraph may be enforced by the Developer, the City of Verona, and/or the owner of any other lot in the District.
6. **Completion Certificate.** Within thirty (30) days after (a) a written request is delivered to the Architectural Review Board, and the owner's architect files a certificate with the Architectural Review Board that the project has been completed in accordance with the approved plans, the architect and a professional representative of the Architectural Review Board shall inspect the premises. If they agree that the project has been so completed, the Architectural Review Board shall furnish to the owner a certificate in recordable form certifying that as of the date thereof, all improvements made or other work performed on or within a site complies with the plans approved by the Architectural Review Board. In the event the representative of the Architectural Review Board is not satisfied that the project has been completed in accordance with approved plans, the Architectural Review Board shall notify the Interested Party in writing promptly within ten (10) days of such inspection; and such notice shall specify the deficiencies disclosed during such inspection and the action required to remedy the same.

Any Interested Party or any purchaser, mortgagee or encumbrancer in good faith for value shall be entitled to rely on the certificate issued by the Architectural Review Board with respect to the matters set forth therein, such matters being conclusive as between the Architectural Review Board and all such subsequent parties in interest.

The Architectural Review Board retains the authority, and shall have the continuing authority and responsibility, to assure the project is completed and maintained in compliance with the Final Development Plan approved by the Architectural Review Board.

7. **Liability.** The Architectural Review Board shall not be liable for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development of any property within the District; or (d) the execution and issuance of a completion certificate pursuant to the preceding paragraph, whether or not the facts therein are correct; provided, however, that the Architectural Review Board has acted in good faith on the basis of actual knowledge possessed by it. Each Interested Party, by acquiring an interest in property within the District, thereby covenants and agrees that it will submit any dispute it may have with respect to any act or determination of the Architectural Review Board to mediation by a disinterested party mediator, who shall be approved by both the Interested Party and the Architectural Review Board, before any suit or legal proceeding relative to such dispute is commenced.
8. **Fees.** A fee shall be paid to the Architectural Review Board or its appointed representative at such time as the Architectural Review Board is requested to perform any of its duties hereunder based on the following schedule:

- | | |
|---|------------|
| a. With the Preliminary Development Plan | \$125.00 |
| b. With the Final Development Plan | |
| (1) when submitted on behalf of the owner by one or more design professionals, (such as an architect, civil engineer, and/or landscape architect); or | \$250.00 |
| (2) when submitted other than in accordance with clause 1, above | \$1,000.00 |
| c. With the request for approval of any change in previously approved plans | \$250.00 |
| d. With the request for a completion certificate | \$50.00 |

The fee specified for each item above shall entitle the owner to two (2) reviews of materials submitted or the completed improvements for which the fee is paid. An additional fee as set forth above shall be paid for any further review which may be requested by the Interested Party.

The above schedule of fees may be adjusted annually keyed to the Cost of Living Index of the US Department of Labor with the first such change being made for the calendar year 2000 with the base date being December 31, 1998.

N. PRIVATE ACCESS DRIVES AND RELATED COVENANTS

1. **Easements for Private Access.** The Developer hereby establishes, creates and reserves the following easements for access to and from the Plat of Prairie Oaks:
- a. A private drive shall be constructed on Outlot 1 (O.L. 1) for the purpose of providing access between all lots (and any subdivided portions thereof) in the Plat and Cross County Road (the "O.L. 1 Private Drive").

- b. An easement for ingress from County Trunk Highway M to Lots 5, 6 and 7 hereby is created and established over the Westerly thirty feet (30') of said Lots for the exclusive use by the owners of said Lots 5, 6 and 7, the respective lessees, licensees or occupants thereof from time to time and their respective successors, assigns, customers, invitees or permittees (the "Frontage Drive").
2. Construction; Cost. The O.L. 1 Private Drive shall be constructed in a good and workmanlike manner by the Developer. The Frontage Drive shall be constructed in a good and workmanlike manner by and at the sole cost of the owners of Lots 5, 6 and 7 and in accordance with plans and specifications therefor approved by the Developer. The cost of constructing the Frontage Drive shall be allocated among and paid by the owners of said Lots 5, 6 and 7, in accordance with the formula specified in subparagraph 4, below.
3. Maintenance. So long as the Developer continues to own title to one or more of the Lots subject to this Declaration, the Developer, alone, shall provide for such maintenance and repair of the O.L. 1 Private Drive as is necessary or appropriate to keep the same in a state of good condition, repair and usefulness. The cost of such maintenance and repair work shall be allocated among and paid by the owners of Lots 1 through 8, in accordance with the formula specified in subparagraph 4, below. The owners of Lots 5, 6 and 7 of the Plat of Prairie Oaks shall provide for such maintenance and repair of the Frontage Drive as is necessary or appropriate to keep the same in a state of condition, repair and usefulness which is at least equal to that of the O.L. 1 Private Drive from time to time. Decisions relating to the maintenance and/or repair of the Frontage Drive shall be made by majority vote of the owners of Lots 5, 6 and 7, with all owners of each Lot, whether one or more, receiving just one vote in the aggregate. The cost of such maintenance and repair work shall be allocated among and paid by the owners of said Lots 5, 6 and 7, in accordance with the formula specified in subparagraph 4, below. All maintenance and repair work contemplated by this subparagraph shall include, but not be limited to:
 - a. maintenance, repair and replacement of the surface and subsurface of such O.L. 1 Private Drive and Frontage Drive as is required to maintain the same in a level and smooth condition, utilizing the same type of materials originally used in the construction thereof or such substitutes as are equal to said materials in quality, appearance and durability;
 - b. removal from the O.L. 1 Private Drive and Frontage Drive of debris, ice, snow, refuse and other hazards to persons and vehicles using the same, as reasonably required;
 - c. maintenance of appropriate entrances, exits and directional signs, markers and lighting as reasonably required from time to time; and
 - d. such painting and repainting as may be required to maintain the O.L. 1 Private Drive and Frontage Drive in a high quality condition.
4. Sharing of Costs. All items of construction and/or maintenance cost which are to be shared by owners of particular Lots in the Plat of Prairie Oaks shall be allocated to and paid by each applicable owner on a pro-rata basis in relation to the size of each owner's Lot. The share of such expense which is to be allocated to each owner shall be determined by multiplying the cost of such construction or maintenance by a fraction, the numerator of which shall be the total square footage of the Lot(s) of such owner and the denominator of which shall be the aggregate square footage of all Lots to which such costs are allocated under the applicable provisions of subparagraphs 2 and 3, above. In all cases, square footage shall be determined by reference to the recorded Plat of Prairie Oaks.

5. **Preservation of Access.** At all times free access over the O.L. 1 Private Drive and the Frontage Drive shall not be impeded and shall be maintained; and no wall, fence, barrier, hedge or other obstruction shall be placed, erected or permitted to remain nor any vehicle be permitted to park in either of said roadways in a manner which may interfere unduly with the exercise and enjoyment of the easements herein granted.
6. **Duration and Termination.** The easements and covenants herein established, created and reserved shall be of perpetual duration. Said easements or any covenant or undertaking provided for in this paragraph N may be terminated, extended or amended only by recording the appropriate instrument in the Office of the Register of Deeds of Dane County, Wisconsin, which instrument must be executed by all owners of the lots thereby affected as of the date of such instrument, and by the respective mortgagees of record of such owners.

O. GREEN SPACE

So long as the Developer shall continue to own title to one or more Lots subject to this Declaration, the Developer, alone, shall provide for such maintenance and care of the green space located on Lots 5 and 6, as well as the Gate House and Gazebo constructed thereon by the Developer, all as shown in the Neighborhood Plan attached hereto as "Exhibit A" and in the drawings attached hereto and labeled "Exhibit B". The cost of such maintenance and care shall be allocated among and paid by the owners of said Lots 1 through 8, in the manner contemplated by subparagraph 4 of paragraph N, above. Such maintenance and care shall include, but not be limited to: maintaining, mowing and watering, all grassy areas, as needed; trimming, pruning, weeding, watering, planting and replacing trees, shrubs, bushes and flowering plants; repairing and maintaining all buildings and improvements constructed or located thereon; the clean-up and removal of refuse periodically; and such other and additional acts as may be required to maintain a neat and attractive appearance.

P. ENTRY SIGNAGE AND PRIMARY SITE IDENTIFICATION

So long as the Developer shall continue to own title to one or more Lots subject to this Declaration, the Developer, alone, shall provide for such maintenance and care of the Entry/Tenant Signage at the intersection of the O.L. 1 Private Drive and Cross Country Road and the Primary Site Identification structure located upon Lot 1, at the intersection of Prairie Oaks Drive and County Trunk Highway M. The cost of such maintenance and care shall be allocated among and paid by the owners of Lots 1 through 8 on a pro-rata basis, also in accordance with the formula provided in subparagraph 4 of said paragraph N. The "Entry/Tenant Signage" and the "Primary Site Identification" structures are depicted in the drawings attached hereto and labeled "Exhibit C".

Q. DETERMINATIONS CONCERNING MAINTENANCE

At such time as the Developer ceases to be the owner of any of the Lots subject to this Declaration, all decisions and determinations concerning the maintenance of all common elements described in paragraphs N, O and P, above, except the Frontage Drive, shall be made by a committee (the "Maintenance Committee") which shall consist of three (3) owners of Lots subject to this Declaration or the legal representative of each of said three (3) owners. Each owner may change its legal representative from time to time upon notice to the remaining owners. The members of the Maintenance Committee shall be elected by majority vote of the owners of Lots 1 through 8. Each member of the Maintenance Committee shall serve in such capacity for a term of three years. In the event a vacancy in the Maintenance Committee shall result from the resignation of a member, the sale or transfer of the owner's interest in real estate which is subject to this Declaration, or otherwise, the remaining members of the Maintenance Committee may designate and appoint a successor member who shall serve the unexpired term of the former member. All decisions and determinations of the Maintenance Committee shall be made by majority vote of its members.

R. AMENDMENT

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Except as otherwise provided in subparagraph 6 of Paragraph N, above, this Declaration may be amended from time to time by an instrument executed by or on behalf of persons or entities who, as of the date of such instrument, are the owners of record of seventy-five percent (75%) of the Lots subject to this Declaration and by the respective mortgagees of record of such owners; provided, however, that in the absence of the consent of the owner of Lot 7, no such amendment may authorize the use of any Lot other than Lot 7 for purposes of a "financial institution", as that term is defined in subparagraph 6 of paragraph E hereof, or for any similar purpose proscribed by clause b of subparagraph 8 of said paragraph E. Any such amendment shall be effective only when such instrument has been recorded in the office of the Register of Deeds of Dane County, Wisconsin.

S. MISCELLANEOUS PROVISIONS

1. Repair of Buildings. No building or structure upon any site shall be permitted to fall into disrepair and each building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event of damage or destruction of any such building or structure, such building or structure may be repaired or reconstructed in accordance with previously approved plans and specifications without resubmission of such plans and specifications to the Architectural Review Board for its approval. If changes are to be implemented, however, the changes must be submitted to and approved by the Architectural Review Board prior to the commencement of such repair or reconstruction. The request for approval shall be accompanied by the appropriate fee.
2. Right of Entry. During normal business hours, the Review Board or its authorized representative, shall have right to enter upon the premises for the purpose of inspecting the same and the improvements constructed or placed thereon for the purpose of ascertaining whether the provisions of this Declaration have been or are being complied with. Any and all such entry shall be deemed permissive.
3. Temporary Buildings. No structure of a temporary character, trailer, tent or shack shall be constructed, placed or maintained upon the property except as an accessory to and only during construction of a permanent building.
4. Remedies for Breach. Violation or breach of any provision of this Declaration herein contained shall entitle the Developer, the City of Verona and each and every owner of property subject to these provisions to the right to enter upon the property with respect to which said violation or breach exists and to remove at the expense of the owner, lessee or occupant thereof, any structure, thing or condition that may be or exist thereon contrary to the provisions herein and, in addition thereto, to initiate a proceeding in any court of competent jurisdiction against the person or persons who have violated or are attempting or threatening to violate any of these provisions for injunctive relief and any and all remedies permitted them at law or in equity.
5. Non-waiver. The failure to enforce any provision herein shall not be deemed to be a waiver of the right to do so at any time, nor shall it be deemed to be a waiver of the right to enforce any other provision herein.
6. Attorneys Fees. In any legal or equitable proceeding for the enforcement of or to restrain the violation of any provisions herein, the losing party or parties shall pay the attorneys fees of the prevailing party or parties in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Executed at Madison, Wisconsin, this 16 day of June, 1998.

HEATH INVESTMENTS LIMITED PARTNERSHIP

By: HORIZON INVESTMENT & DEVELOPMENT
CORP., its General Partner

by: Charles V. Heath
Charles V. Heath, President

NO
CORPORATE
SEAL

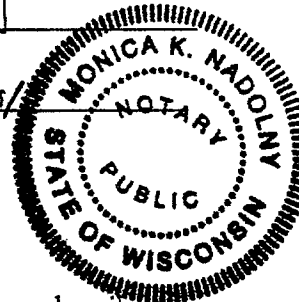
ACKNOWLEDGMENT

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STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 16 day of June, 1998, the above-named Charles V. Heath, President of Horizon Investment & Development Corp., who acknowledged that he executed the foregoing instrument on behalf of said corporation, in its capacity as a General Partner of Heath Investments Limited Partnership, to me known (or satisfactorily proven) to be such person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: 4/29/2011




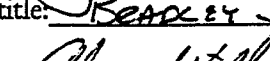
CONSENT OF MORTGAGEE

FOR VALUABLE CONSIDERATION, the undersigned mortgagee of record of the real estate described in the foregoing Declaration hereby consents to and joins in the execution of the foregoing Agreement and does hereby subordinate thereto its entire interest in said real estate, including, without limitation, the liens of certain Real Estate Mortgages recorded on May 22, 1998 and June 1, 1998, as Documents Nos. 2973132 and 2975448, respectively, and a certain Assignment of Leases and Rents recorded on June 1, 1998, as Document No. 2975449.

Dated this 16th day of June, 1998.

BANK OF VERONA

CORPORATE
SEAL

by: 
name & title: BRADLEY J. MCDOWELL SR. V.P.
attest: 
name & title: Al Miller President & CEO

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

001136

Personally came before me this 16th day of June, 1998, the above-named Bradley J. McDowell,
Sr. V.P, and Al Miller, President & CEO, of
the Bank of Verona, to me known (or satisfactorily proven) 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.

Mary B. Schuchardt
Mary B. Schuchardt
Notary Public, State of Wisconsin
My Commission Expires: 4-14-2002

This Instrument Drafted By
Attorney A.J. Griffin III. After
Recording, Please Return To:

Griffin Law Office, S.C.
49 Kessel Court, Suite 211
Madison, WI 53711



**AMENDMENT NO. 1 TO
DECLARATION OF COVENANTS,
EASEMENTS, CONDITIONS AND
RESTRICTIONS FOR THE
PLAT OF PRAIRIE OAKS**

Document Number

Document Title

**DANE COUNTY
REGISTER OF DEEDS**

Doc No 3011267

1998-08-26 10:06 AM
Trans. Fee 0.00
Rec. Fee 14.00
Pages 3

THIS AMENDMENT, made and executed as of this 24th day of August, 1998 by Heath Investments Limited Partnership, a Wisconsin limited partnership (the "Developer"),

WITNESSETH:

WHEREAS, the Developer executed a certain Declaration of Covenants, Easements, Conditions and Restrictions for the Plat of Prairie Oaks on June 16, 1998 and caused the same to be recorded in the office of the Register of Deeds for Dane County, Wisconsin on June 17, 1998, as Document No. 2982916 (the "Declaration"); and

WHEREAS, the real estate subject to the Declaration is legally described as:

Lots One (1) through Eight (8) and Outlot One (O.L. 1), Prairie Oaks, in the City of Verona, County of Dane, State of Wisconsin; and

WHEREAS, prior to the sale or transfer of any portion of the above-described real estate, the Developer desires to amend the Declaration and, in particular, subparagraph 1 (b) of paragraph N thereof; and

WHEREAS, this Amendment is made by the undersigned pursuant to and in accordance with the requirements of subparagraph 6 of paragraph N and the requirements of paragraph R of the Declaration; and

WHEREAS, unless otherwise specified herein or required by the context, the definition and meaning given to each of the following terms shall be as set forth in the Declaration.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms, covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. Amendment and Restatement of Subparagraph 1 (b) of Paragraph N. Subparagraph 1 (b) of Paragraph N of the Declaration shall be and hereby is amended to read in its entirety as follows:

- b. An easement hereby is created, reserved and established over the Westerly thirty feet (30') of Lots 5, 6 and 7 (the "Frontage Drive") for the exclusive use by the owners of said Lots 5, 6 and 7, the respective lessees, licensees or occupants thereof from time to time and their respective successors, assigns, customers, invitees or permittees, for the purpose of access between each and every one of said Lots and County Trunk Highway M and for the passage of vehicular traffic between or among said Lots.

Return To:

Griffin Law Office, S.C.

49 Kessel Court, Suite 211

Madison, WI 53711

Tax Parcels Nos. 56-0608-104-4001-8 (Lot 1)
56-0608-104-4102-6 (Lot 2)
56-0608-104-4203-4 (Lot 3)
56-0608-104-4304-2 (Lot 4)
56-0608-104-4405-0 (Lot 5)
56-0608-104-4506-8 (Lot 6)
56-0608-104-4607-6 (Lot 7)
56-0608-104-4708-4 (Lot 8)
56-0608-104-4940-0 (Outlot 1)

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2. Ratification and Reaffirmation. The undersigned hereby ratifies and reaffirms all terms and conditions of the Declaration which are not expressly modified or amended herein and acknowledges and agrees that the Declaration, as modified, amended and supplemented hereby, shall continue in full force and effect for the duration and to the extent therein provided.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the date and year first above written.

HEATH INVESTMENTS LIMITED PARTNERSHIP

By: HORIZON INVESTMENT & DEVELOPMENT CORP., its
General Partner

000227

NO
CORPORATE
SEAL

by: Charles V. Heath
Charles V. Heath, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 24 day of August, 1998, the above-named Charles V. Heath, President of Horizon Investment & Development Corp., who acknowledged that he executed the foregoing instrument on behalf of said corporation, in its capacity as a General Partner of Heath Investments Limited Partnership, to me known (or satisfactorily proven) to be such person who executed the foregoing instrument and acknowledged the same.



Monica K. Nadolny
Notary Public, State of Wisconsin
Commission Expires: 4/29/2001

CONSENT OF MORTGAGEE

FOR VALUABLE CONSIDERATION, the undersigned mortgagee of record of Lots One (1) through Seven (7) of the real estate described in the foregoing Declaration hereby consents to and joins in the execution of the foregoing Agreement and does hereby subordinate thereto its entire interest in said real estate, including, without limitation, the liens of a certain Real Estate Mortgage recorded on August 20, 1998, as Document No. 3009420, and a certain Assignment of Leases and Rentals recorded on August 20, 1998, as Document No. 3009421.

Dated this 24th day of August, 1998.

CORPORATE
SEAL

ASSOCIATED BANK SOUTH CENTRAL

by: Dennis T. Sampson
name & title: DENNIS T. SAMPSON, V.P.
attest: Beth A. Korth
name & title: Beth A. Korth, SNP

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

000228

Personally came before me this 24th day of August, 1998, the above-named DENNIS J. SAMSON, VICE PRESIDENT, and BETH A. KORTH, SENIOR VICE PRES., of the Bank of Verona, to me known (or satisfactorily proven) 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.

Dennis J. Samson
DENISE KONTZ
Notary Public, State of Wisconsin
My Commission Expires: 3/24/2002

CONSENT OF VENDOR

FOR VALUABLE CONSIDERATION, the undersigned Charles V. Heath, as Vendor of the real estate described in the preceding Declaration under and pursuant to a certain Land Contract dated April 3, 1998, recorded on April 27, 1998 as Document No. 2961832 and re-recorded on April 28, 1998 as Document No. 2962581, does hereby ratify, reaffirm and consent to the Declaration of Covenants, Easements, Conditions and Restrictions executed by Heath Investments Limited Partnership on August 16, 1998 and recorded in the office of the Register of Deeds for Dane County, Wisconsin on August 17, 1998, as Document No. 2982196, and to the foregoing Amendment No. 1 thereof.

Dated this 24 day of August, 1998.

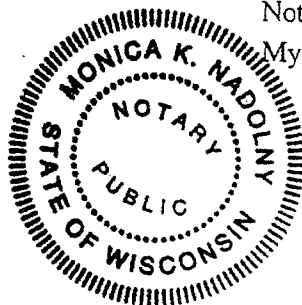
by: Charles V. Heath
Charles V. Heath

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 24 day of August, 1998, the above-named Charles V. Heath, who acknowledged that he executed the foregoing instrument as Vendor, to me known (or satisfactorily proven) to be such person who executed the foregoing instrument and acknowledged the same.

Monica K. Nadolny
Notary Public, State of Wisconsin
My Commission Expires: 4/29/2001



This Instrument Drafted By
Attorney A.J. Griffin III. After
Recording, Please Return To:

Griffin Law Office, S.C.
49 Kessel Court, Suite 211
Madison, WI 53711



**AMENDMENT NO. 2 TO
DECLARATION OF COVENANTS,
EASEMENTS, CONDITIONS AND
RESTRICTIONS FOR THE
PLAT OF PRAIRIE OAKS**

Document Number

Document Title

**DANE COUNTY
REGISTER OF DEEDS**

Doc No 3024893

1998-09-30 04:08 PM
Trans. Fee 0.00
Rec. Fee 16.00
Pages 4

THIS AMENDMENT, made and executed as of this 22nd day of September, 1998 by Heath Investments Limited Partnership, a Wisconsin limited partnership (the "Developer"),

WITNESSETH:

WHEREAS, the Developer executed a certain Declaration of Covenants, Easements, Conditions and Restrictions for the Plat of Prairie Oaks on June 16, 1998 and caused the same to be recorded in the office of the Register of Deeds for Dane County, Wisconsin on June 17, 1998, as Document No. 2982916 (the "Declaration"); and

WHEREAS, the real estate subject to the Declaration is legally described as:

Lots One (1) through Eight (8) and Outlot One (O.L. 1), Prairie Oaks, in the City of Verona, County of Dane, State of Wisconsin; and

WHEREAS, the Developer remains the fee owner of record of all of the above-described real estate as of the date hereof; and

WHEREAS, the Developer desires to amend the Declaration and, in particular, subparagraph 2 of paragraph D thereof and subparagraph 5 of paragraph E thereof; and

WHEREAS, this Amendment is made by the undersigned pursuant to and in accordance with the requirements of paragraph R of the Declaration; and

WHEREAS, unless otherwise specified herein or required by the context, the definition and meaning given to each of the following terms shall be as set forth in the Declaration.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms, covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. Amendment and Restatement of Subparagraph 2 of Paragraph D. Subparagraph 2 of Paragraph D of the Declaration shall be and hereby is amended to read in its entirety as follows:

2. All business conducted in the PD shall be conducted within completely enclosed buildings, except that the following may occur outside the buildings: Outside dining at restaurants; special events (e.g. retail sale specials or ancillary activities); off-street parking; off-street loading; outside storage areas

001337

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Griffin Law Office, S.C.

49 Kessel Court, Suite 211

Madison, WI 53711

Tax Parcel Nos. 56-0608-104-4001-8 (Lot 1)
56-0608-104-4102-6 (Lot 2)
56-0608-104-4203-4 (Lot 3)
56-0608-104-4304-2 (Lot 4)
56-0608-104-4405-0 (Lot 5)
56-0608-104-4506-8 (Lot 6)
56-0608-104-4607-6 (Lot 7)
56-0608-104-4708-4 (Lot 8)
56-0608-104-4940-0 (Outlot 1)

989412A

4/16

as regulated herein and in any applicable PIP; and, with respect to Lot 5, the retail sale of gasoline, the operation of vending machines or equipment, including, without limitation, vacuum and pressurized air supply and pay telephone, and the operation of a motor vehicle laundry business.

2. Amendment and Restatement of Subparagraph 5 of Paragraph E. Subparagraph 5 of Paragraph E of the Declaration shall be and hereby is amended in its entirety to read as follows:

5. Lot 5. Convenience store with accessory retail sale of motor vehicle fuels (and accessories), and accessory convenience store, automotive repair and maintenance services, motor vehicle laundry, and the operation of various vending machines, including, without limitation, vacuum and pressurized air supply and pay telephone. Additional vending machines may be introduced with prior written approval of the Architectural Review Board.

3. Ratification and Reaffirmation. The undersigned hereby ratifies and reaffirms all terms and conditions of the Declaration which are not expressly modified or amended herein and acknowledges and agrees that the Declaration, as modified, amended and supplemented hereby, shall continue in full force and effect for the duration and to the extent therein provided.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the date and year first above written.

HEATH INVESTMENTS LIMITED PARTNERSHIP

By: HORIZON INVESTMENT & DEVELOPMENT CORP., its
General Partner

NO
CORPORATE
SEAL

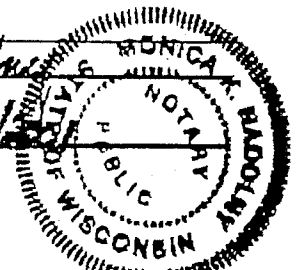
by: Charles V. Heath
Charles V. Heath, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 25 day of September, 1998, the above-named Charles V. Heath, President of Horizon Investment & Development Corp., who acknowledged that he executed the foregoing instrument on behalf of said corporation, in its capacity as a General Partner of Heath Investments Limited Partnership, to me known (or satisfactorily proven) to be such person who executed the foregoing instrument and acknowledged the same.

Monica K. Haddad
Notary Public, State of Wisconsin
My Commission Expires: 4/29/2001



CONSENT OF MORTGAGEE

FOR VALUABLE CONSIDERATION, the undersigned mortgagee of record of Lots One (1) through Seven (7) of the real estate described in the foregoing Declaration hereby consents to and joins in the execution of the foregoing Agreement

and does hereby subordinate thereto its entire interest in said real estate, including, without limitation, the liens of a certain Real Estate Mortgage recorded on August 20, 1998, as Document No. 3009420, and a certain Assignment of Leases and Rentals recorded on August 20, 1998, as Document No. 3009421.

Dated this 25th day of September, 1998.

ASSOCIATED BANK SOUTH CENTRAL

CORPORATE
SEAL

by: Gary L. Schaefer

name & title: Gary L. Schaefer, President

attest: Lynn M. Sprouls

name & title: Lynn M. Sprouls, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

Personally came before me this 25th day of September, 1998, the above-named Gary L. Schaefer, President, and Lynn M. Sprouls, Vice President, of Associated Bank South Central, to me known (or satisfactorily proven) 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.

Cynthia K. Koapp
Cynthia K. Koapp

Notary Public, State of Wisconsin

My Commission Expires: 3-18-2001

CONSENT OF VENDOR

FOR VALUABLE CONSIDERATION, the undersigned Charles V. Heath, as Vendor of the real estate described in the preceding Declaration under and pursuant to a certain Land Contract dated April 3, 1998, recorded on April 27, 1998 as Document No. 2961832 and re-recorded on April 28, 1998 as Document No. 2962581, does hereby ratify, reaffirm and consent to the Declaration of Covenants, Easements, Conditions and Restrictions executed by Heath Investments Limited Partnership on August 16, 1998 and recorded in the office of the Register of Deeds for Dane County, Wisconsin on August 17, 1998, as Document No. 2982196, and to the foregoing Amendment No. 1 thereof.

Dated this 25 day of September, 1998.

by: Charles V. Heath
Charles V. Heath

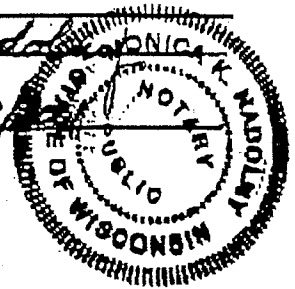
ACKNOWLEDGMENT

001340

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

Personally came before me this 25 day of September, 1998, the above-named Charles V. Heath, who acknowledged that he executed the foregoing instrument as Vendor, to me known (or satisfactorily proven) to be such person who executed the foregoing instrument and acknowledged the same.

Monica K. Maddaloni
Notary Public, State of Wisconsin
My Commission Expires: 4/29/2001



This Instrument Drafted By
Attorney A.J. Griffin III. After
Recording, Please Return To:

Griffin Law Office, S.C.
49 Kessel Court, Suite 211
Madison, WI 53711

**AMENDMENT NO. 3 TO
DECLARATION OF COVENANTS,
EASEMENTS, CONDITIONS AND
RESTRICTIONS FOR THE
PLAT OF PRAIRIE OAKS**

Document Number

Document Title

DANE COUNTY
REGISTER OF DEEDS

3200029

03-24-2000 4:32 PM

Trans. Fee

Rec. Fee 30.00
Pages 11

DESCRIPTION OF REAL ESTATE AFFECTED BY THIS AMENDMENT:

Lots One (1) through Eight (8) and Outlot One (O.L. 1), Prairie Oaks, in the City of Verona, County of Dane, State of Wisconsin; and

Lots Ten (10) through Twenty-four (24) and Outlots Two (2) and Three (3), First Addition to Prairie Oaks, also in the City of Verona, County of Dane, State of Wisconsin.

THIS AMENDMENT, made and executed as of this 21st day of March, 2000, by Heath Investments Limited Partnership, a Wisconsin limited partnership (the "Partnership"), Charles V. Heath, an adult resident of Verona, Wisconsin ("Heath") and Horizon Investment & Development Corp., a Wisconsin corporation ("Horizon"),

Return To:

Griffin Law Office, S.C.
49 Kessel Court, Suite 211
Madison, WI 53711

Tax Parcel Nos. (See "Exhibit A" attached hereto).

WITNESSETH:

WHEREAS, the Partnership, Horizon and/or Heath are the owners of all of the above-described real estate except for Lot 5, which is owned by Francois Oil Company, Inc., and a portion of Lot 7, which is owned by Prairie Oaks Professional Partners, LLC; and

WHEREAS, the Partnership previously has executed and recorded in the office of the Register of Deeds for Dane County, Wisconsin, the following instruments (together, hereinafter referred to as the "Declaration") which, by their express terms, heretofore have applied only to Lots 1 through 8 and O.L. 1 of said Plat of Prairie Oaks:

- Declaration of Covenants, Easements, Conditions and Restrictions for the Plat of Prairie Oaks, dated June 16, 1998 and recorded on June 17, as Document No. 2982916;
- Amendment No. 1 to Declaration of Covenants, Easements, Conditions and Restrictions for the Plat of Prairie Oaks, dated August 24, 1998 and recorded on August 26, 1998, as Document No. 3011267; and
- Amendment No. 2 to Declaration of Covenants, Easements, Conditions and Restrictions for the Plat of Prairie Oaks, dated September 22, 1998 and recorded on September 30, 1998, as Document No. 3024893; and

WHEREAS, the Partnership again desires to amend the Declaration, and the Partnership, Horizon and Heath desire to extend its application, as hereby amended, to Lots 10 through 24 and Outlots 2 and 3 of the Plat of First Addition to Prairie Oaks.

WHEREAS, on the date hereof the undersigned Partnership remains the owner of Lots 1-4, 6, 8 and O.L. 1, Prairie Oaks, and is authorized to make this Amendment pursuant to and in accordance with the requirements of paragraph R of the Declaration; and

WHEREAS, unless otherwise specified herein or required by the context, the definition and meaning given to each capitalized term herein shall be as set forth in the Declaration.

3003212

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NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms, covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the undersigned Partnership, Horizon and Heath jointly declare, modify, amend and extend the application of the Declaration in the manner hereinafter set forth:

1. **Amendment and Restatement of Paragraph B.** Paragraph B of the Declaration shall be and hereby is amended to read in its entirety as follows:

B. LEGAL DESCRIPTION

000429

This Declaration, and the covenants, conditions and restrictions contained herein, shall apply to the following described real estate:

Lots One (1) through Eight (8) and Outlot One (O.L. 1), Prairie Oaks, and Lots Ten (10) through Twenty-four (24), together with Outlots Two (2) and Three (3), First Addition to Prairie Oaks, all situated in the City of Verona, County of Dane, State of Wisconsin.

2. **Amendment and Restatement of Paragraph C.** Paragraph C of the Declaration shall be and hereby is amended to read in its entirety as follows:

C. FUTURE PRECISE IMPLEMENTATION PLANS

All future Precise Implementation Plans ("PIP") shall be in conformance with this Declaration and the Prairie Oaks Neighborhood Plan dated January 13, 2000, a copy of which is attached hereto and labeled "Exhibit B" (the "Neighborhood Plan"), as amended from time to time with the approval of the Plan Commission and the Common Council of the City of Verona.

3. **Amendment and Restatement of Paragraph E.** Paragraph E of the Declaration shall be and hereby is amended and restated to read in its entirety as provided below:

E. PERMITTED USES

1. **O.L. 1.** Private drive.
2. **Lots 1, 2 and 4.** Lots 1, 2 and 4 may be devoted to any retail or office use which is permitted under clauses a or b of subparagraph 4 of this Paragraph E. In additions, Lots 1, 2 and 4 may be improved and used for and in connection with the operation of a "residential care apartment complex", as such terms is defined in Section 50 of the Wisconsin Statutes, as amended from time to time.
3. **Lot 3.** Assisted Living Facility; or Child Care Facilities/Office, as included in the Suburban Office District and in clause 4, b of this Declaration.
4. **Lots 6 and 8—Retail/Office.** All uses permitted in a Neighborhood Commercial (NC) District and Suburban Office (SO) District, as defined in zoning code of City of Verona, as well as those uses specifically listed below:
 - a. **Retail Component**
 - (1) Art, school and business supply stores.
 - (2) Art galleries.
 - (3) Barber shops and beauty parlors.
 - (4) Bicycle sales, rental and repair stores.
 - (5) Books, magazines and stationery stores.
 - (6) Camera and photographic supply stores, including photo processing.
 - (7) Candy and ice cream stores.
 - (8) Card and gift shops.
 - (9) China and glassware stores.

- (10) Drug stores, pharmacies and apothecaries.
- (11) Dry cleaning and laundry establishments.
- (12) Electronic stores, including the sale and service of computer, audio, radio, telecommunications and television - video equipment and accessories.
- (13) Florist shops.
- (14) Food stores including grocery stores, meat and fish markets, bakeries, and delicatessens.
- (15) Hardware stores.
- (16) Health and Fitness Centers.
- (17) Hobby shops.
- (18) Jewelry and watch stores, including repair.
- (19) Leather goods and luggage stores.
- (20) Libraries, municipally owned and operated.
- (21) Medical, dental, chiropractic, hearing, and optical clinics, including appliances and accessory laboratories.
- (22) Optical sales and accessory optical laboratory.
- (23) Paint and wallpaper stores.
- (24) Pet Stores.
- (25) Photography studios and accessory laboratory.
- (26) Picture framing.
- (27) Post office, including private parcel business.
- (28) Printing and publishing establishments, including photocopying, letter and newspaper press, stationery and business card, and other similar job printing services.
- (29) Record, compact disc and cassette stores.
- (30) Restaurants, including restaurant-taverns and brew-pubs.
- (31) Cobbler shops, shoe, hat and other leather goods repair stores.
- (32) Sporting goods stores.
- (33) Tailor shops.
- (34) Toy stores.
- (35) Travel bureaus and transportation ticket offices.
- (36) Variety stores.
- (37) Veterinary clinics (outside kennels prohibited).
- (38) Video rental and sale establishments.
- (39) Wearing apparel and shoe shops.
- (40) Drive through accessory to one of the above uses as part of any main (non-outlot) structure subject to the approval of the Plan Commission.

000430

Prior to the construction or installation of any accessory drive through facility as a part of the westernmost building or demised premises located upon Lot 8, the owner or tenant first shall obtain a conditional use permit from the City of Verona for "in-vehicle sales and service".

b. Office Component.

- (1) Conference center.
- (2) Educational training centers.
- (3) Insurance offices and agencies.
- (4) Medical, dental, chiropractic, hearing, and optical clinics, including appliances and accessory laboratories, and practitioners of physical therapy and therapeutic massage.
- (5) Offices, business and professional.

- (6) Telecommunication centers.
- (7) Travel bureaus and transportation ticket offices.
- (8) Veterinary clinics.

c. **Conditional Uses.** The following uses also shall be permitted provided each such use is authorized as a conditional use pursuant to a permit issued by the City of Verona following the submission of an application therefor:

- (1) Liquor store.
- (2) Tobacco shop.

000431

5. **Lot 5.** Convenience store with accessory retail sale of motor vehicle fuels (and accessories), and accessory convenience store, automotive repair and maintenance services, motor vehicle laundry, and the operation of various vending machines, including, without limitation, vacuum and pressurized air supply and pay telephone. Additional vending machines may be introduced with prior written approval of the Architectural Review Board.
6. **Lot 7.** All uses permitted under subparagraph 4 of this paragraph E and financial institutions, including, banks, savings banks, credit unions and loan agencies, together with ancillary business and professional office use, and accessory drive through subject to the approval of the Plan Commission.
7. **Permitted Accessory Uses.** The following types of accessory or ancillary uses shall be permitted on Lots 1 through 8:
 - a. Automobile parking structure and parking lots.
 - b. Buildings and grounds maintenance building, if architecturally compatible with the principal building.
 - c. Bus shelters.
 - d. Pedestrian linkage structures joining principal or accessory buildings.
 - e. Signs as regulated in this Declaration.
 - f. Temporary buildings for construction purposes, for a period not to exceed the duration of site preparation and construction work upon the property.
 - g. Trash enclosures.
 - h. TYME machines or similar equipment may be located within any building or any rental space within any building constructed upon Lots 1 through 8.
8. **Prohibited Uses.** Adult entertainment facilities, including adult bookstores, adult entertainment taverns, adult motion picture theaters and adult video stores, shall not be permitted upon any part of Lots 1 through 8.
9. **Lots 10 through and including Lot 23.** Urban residential.
10. **Lot 24.** Recreation uses and/or multifamily housing.
11. **O.L. 2.** Private Boulevard.
12. **O.L. 3.** Public Detention Area.

4. **Amendment and Restatement of Paragraph F.** Paragraph F of the Declaration shall be and hereby is amended and restated to read in its entirety as follows:

F. LOT AREA AND WIDTH REQUIREMENTS

In the PD District, there shall be provided a lot area of not less than 20,000 sq. ft. and except in the case of Lot 15, each Lot shall have a street frontage of not less than 50 feet on either a public or private street or roadway.

5. Amendment and Restatement of Paragraph R Paragraph R of the Declaration shall be and hereby is amended to read in its entirety as follows:

R. AMENDMENT

000432

Except as otherwise provided in subparagraph 6 of Paragraph N, above, this Declaration may be amended from time to time by an instrument executed by or on behalf of persons or entities who, as of the date of such instrument, are the owners of record of a majority of the Lots (excluding O.L. 1, O.L. 2 and O.L. 3) subject to this Declaration, as amended from time to time, and by the respective mortgagees of record of such owners. Any such amendment shall be effective only when such instrument is recorded in the office the Register of Deeds for Dane County, Wisconsin.

6. Ratification and Reaffirmation. The undersigned hereby ratify and reaffirm all terms and conditions of the Declaration which are not expressly modified or amended herein and acknowledge and agree that the Declaration, as modified, amended, extended and supplemented hereby, shall continue in full force and effect for the duration and to the extent therein provided.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the date and year first above written.

Attachments:

Exhibit A — Tax Parcel Numbers

Exhibit B — Prairie Oaks Neighborhood Plan

NO
CORPORATE
SEAL

THE "PARTNERSHIP":

HEATH INVESTMENTS LIMITED PARTNERSHIP

By: HORIZON INVESTMENT & DEVELOPMENT CORP., its
General Partner

by: 

Charles V. Heath, President

"HEATH":



Charles V. Heath

"HORIZON":

HORIZON INVESTMENT & DEVELOPMENT CORP.

By: 

Charles V. Heath, President

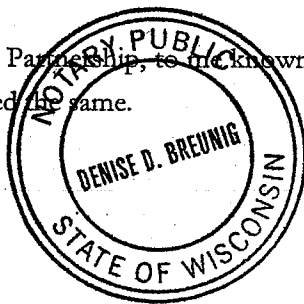
NO
CORPORATE
SEAL

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 21st day of March, 2000, the above-named Charles V. Heath, individually and as President of Horizon Investment & Development Corp., who acknowledged that he executed the foregoing instrument on his own behalf and on behalf of said corporation, in its capacities as an owner of portions of the above-described real estate and as a General

Partner of Heath Investments Limited Partnership, to me known (or satisfactorily proven) to be such person who executed the foregoing instrument and acknowledged the same.



Denise D. Breunig
Denise D. Breunig
Notary Public, State of Wisconsin
My Commission Expires: 6-01-03

ACKNOWLEDGMENT AND CONSENT OF OWNER

000433

FOR VALUABLE CONSIDERATION, the undersigned owner of record of a portion of Lot Seven (7) of the real estate described in the foregoing Amendment, hereby consents to and joins, *inter alia*, Heath Investments Limited Partnership in the execution thereof in order to provide evidence of the consent of all owners of the said Lot 7 to the amendment and restatement of Paragraph E, 8 and Paragraph R therein provided.

PRAIRIE OAKS PROFESSIONAL PARTNERS, LLC

BY: HEATH INVESTMENTS LIMITED PARTNERSHIP,
Managing Member

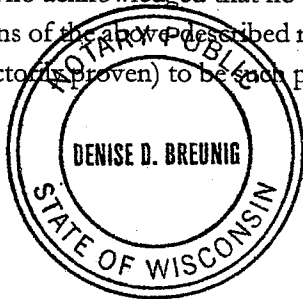
by: HORIZON INVESTMENT & DEVELOPMENT
CORP., General Partner

by: Charles V. Heath
Charles V. Heath, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 21st day of March, 2000, the above-named Charles V. Heath, as President of Horizon Investment & Development Corp., who acknowledged that he executed the foregoing instrument on behalf of said corporation, in its capacities as an owner of portions of the above-described real estate and as a General Partner of Heath Investments Limited Partnership, to me known (or satisfactorily proven) to be such person who executed the foregoing instrument and acknowledged the same.



Denise D. Breunig
Denise D. Breunig
Notary Public, State of Wisconsin
My Commission Expires: 6-01-03

CONSENT OF MORTGAGEE

FOR VALUABLE CONSIDERATION, the undersigned mortgagee of record of Lots One (1) through Four (4), Lot Six (6) and a part of Lot Seven (7) of the real estate described in the foregoing Amendment hereby consents to and joins in the execution of the foregoing Agreement and does hereby subordinate thereto its entire interest in said real estate, including, without limitation, the lien of its Real Estate Mortgage in and to the above-referenced real estate.

Dated this 22nd day of March, 2000.

ANCHORBANK, SSB

CORPORATE
SEAL

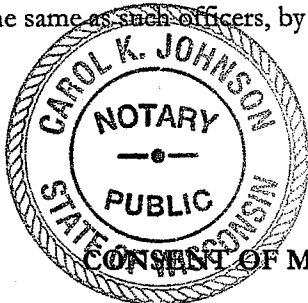
by: Todd M. Cegelski
name & title: Todd M. Cegelski, A.V.P.
attest: Peter Aarsvold
name & title: Peter Aarsvold Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

000434

Personally came before me this 22nd day of March, 2000, the above-named Todd M. Cegelski, Asst. Vice President, and Peter A. Aarsvold, Vice President, of AnchorBank, SSB, to me known (or satisfactorily proven) 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.



Carol K. Johnson
Notary Public, State of Wisconsin
My Commission Expires: 01-26-03

CONSENT OF MORTGAGEE

FOR VALUABLE CONSIDERATION, the undersigned mortgagee of record of Lot Eight (8) of the real estate described in the foregoing Amendment hereby consents to and joins in the execution of the foregoing Agreement and does hereby subordinate thereto its entire interest in said real estate, including, without limitation, the lien of its Real Estate Mortgage in and to the above-referenced real estate.

Dated this 23rd day of March, 2000.

CORPORATE
SEAL

FIRSTAR BANK WISCONSIN n/k/a
Firstar Bank, N.A.

by: Jan L. Westemeier
name & title: Jan L. Westemeier, Vice President
attest: _____
name & title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 23 day of March, 2000, the above-named Jan L. Westemeier, Vice President, and _____, of Firstar

Bank Wisconsin, to me known (or satisfactorily proven) 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.

Janet J. Clapp
Janet J. Clapp

Notary Public, State of Wisconsin

My Commission Expires: December 16, 2001

CONSENT OF MORTGAGEE

000435

FOR VALUABLE CONSIDERATION, the undersigned mortgagee of record of portions of the real estate described in the foregoing Amendment hereby consents to and joins in the execution of the foregoing Agreement and does hereby subordinate thereto its entire interest in said real estate, including, without limitation, the lien of its Real Estate Mortgage in and to the above-referenced real estate.

Dated this 21 day of March, 2000.

CORPORATE
SEAL

M & I BANK OF SOUTHERN WISCONSIN

by: Dennis J. Sandora

name & title: DENNIS J. SANDORA FVP

attest: James J. Kubeck

name & title: JAMES J. KUBECK, FIRST VICE PRES.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 21 day of March, 2000, the above-named Dennis J. Sandora, James J. Kubeck, and _____, of M & I Bank of Southern Wisconsin, to me known (or satisfactorily proven) 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.

Valerie Payne
Valerie Payne

Notary Public, State of Wisconsin

My Commission Expires: 5/18/03

CONSENT OF VENDOR

FOR VALUABLE CONSIDERATION, the undersigned Charles V. Heath, as Vendor of portions of the real estate described in the preceding Amendment under and pursuant to a certain Land Contract dated April 3, 1998, recorded on April 27, 1998 as Document No. 2961832 and re-recorded on April 28, 1998 as Document No. 2962581, does hereby ratify, reaffirm and consent to the foregoing Amendment No. 3 to Declaration of Covenants, Easements, Conditions and Restrictions.

Dated this 21 day of March, 2000.

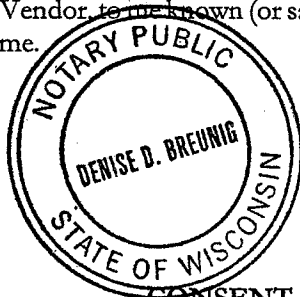
by: Charles V. Heath
Charles V. Heath

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

000436

Personally came before me this 21st day of March, 2000, the above-named Charles V. Heath, who acknowledged that he executed the foregoing instrument as Vendor, to me known (or satisfactorily proven) to be such person who executed the foregoing instrument and acknowledged the same.



Denise D. Breunig
Denise D. Breunig
Notary Public, State of Wisconsin
My Commission Expires: 6-01-03

CONSENT OF VENDOR

FOR VALUABLE CONSIDERATION, the undersigned Russell L. Burgenske, a/k/a Russel L. Burgenske, a/k/a Russell Burgenske, and Betty J. Burgenske, husband and wife, together as Vendor of portions of the real estate described in the preceding Amendment under and pursuant to a certain Land Contract dated June 15, 1999, recorded on June 24, 1999, as Document No. 3127006, do hereby ratify, reaffirm and consent to the foregoing Amendment No. 3 to Declaration of Covenants, Easements, Conditions and Restrictions.

Dated this 21st day of March, 2000.

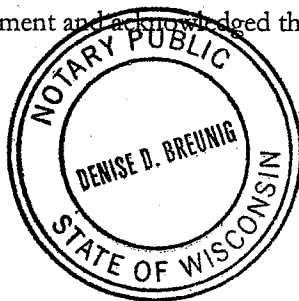
by: Russel L. Burgenske
Russell L. Burgenske

by: Betty J. Burgenske
Betty J. Burgenske

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 21st day of March, 2000, the above-named Russell L. Burgenske and Betty J. Burgenske, who acknowledged that they executed the foregoing instrument as Vendor, to me known (or satisfactorily proven) to be such persons who executed the foregoing instrument and acknowledged the same.



Denise D. Breunig
Denise D. Breunig
Notary Public, State of Wisconsin
My Commission Expires: 6-01-03

**This Instrument Drafted By
Attorney A.J. Griffin III. After
Recording, Please Return To:**

Griffin Law Office, S.C.
49 Kessel Court, Suite 211
Madison, WI 53711

EXHIBIT A

Tax Parcel Numbers:

000437

- 56-0608-104-4001-8 (Lot 1)
- 56-0608-104-4102-6 (Lot 2)
- 56-0608-104-4203-4 (Lot 3)
- 56-0608-104-4304-2 (Lot 4)
- 56-0608-104-4405-0 (Lot 5)
- 56-0608-104-4506-8 (Lot 6)
- 56-0608-104-4607-6 (Lot 7)
- 56-0608-104-4708-4 (Lot 8)
- 56-0608-104-4940-0 (Outlot 1)
- 56-0608-104-4809 (Lot 9) (Underlying)
- 56-0608-104-9571-9 (Underlying)

NOTE: PLEASED BE ADVISED THAT THE DOCUMENT GRANTOR(S) HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIAL ON THIS MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Signed by grantor(s) or grantor(s) agent:

Date (use black ink) March 24, 2000

Name of grantor(s) or grantor(s) agent printed: (use black ink)

First American Title, by Chris Grillman

000438

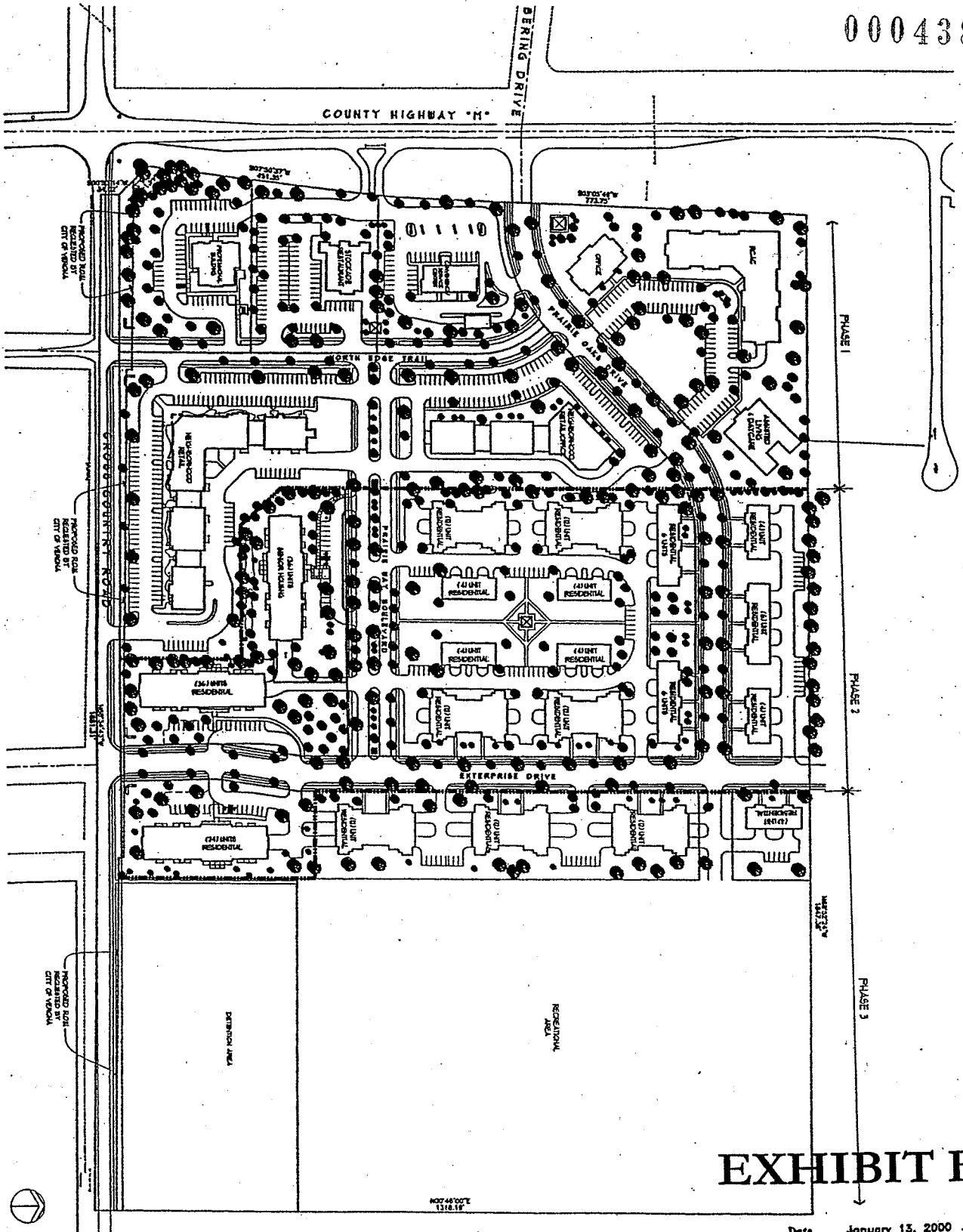


EXHIBIT B

Date January 13, 2000