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Pages 19

000108

**FIRST AMENDMENT TO RESTRICTIONS  
FOR RESTON HEIGHTS, SOMETIMES  
KNOWN AS RESTON HEIGHTS EAST, IN  
THE CITY OF MADISON, DANE COUNTY,  
WISCONSIN**

Name & Return Address:  
David M. Roark  
1009 South Whitney Way  
Madison, WI 53711

Parcel Identification Nos.: See attached Exhibit A

Reston Corp. (Developer) owns certain lots in the plat of Reston Heights (the Plat) located in the City of Madison, Dane County, Wisconsin. Developer recorded restrictions (the Restrictions) to the lots with the Register of Deeds for Dane County, Wisconsin, on December 28, 1999, as Document No. 3181291.

Capitalized terms used in this first amendment shall have the meanings given in the Restrictions. The Restrictions are incorporated by reference.

The second phase of Developer's development of the Plat will consist of the Lots described on attached Exhibit B. Those Lots will be called "Phase 2."

The Restrictions require Developer to record additional covenants specific to each phase of the development as each phase is developed. In fulfillment of that requirement, to make certain other amendments to the Restrictions, and acting under the powers reserved to Developer in the Restrictions, Developer amends the Restrictions as follows:

1. Phase 2 shall be subject to all of the overall covenants and all of the other provisions in the Restrictions, except for the exhibits to the Restrictions.

2. The specific covenants for Phase 2 shall be those attached as Exhibit C.
3. The Restrictions erroneously refer to the Plat as "Reston Heights East." The correct name of the Plat is Reston Heights. Every reference to "Reston Heights East" in the Restrictions is changed to "Reston Heights."

4. The westerly 20 feet of the following Lots is subject to a sidewalk and landscaping easement created by the Plat:

Lots 1 through 10, 94 through 98 and 111

That 20-foot easement will be called the "Sprecher Road Landscaping Easement."

5. Add the following new definitions to the Restrictions:

1.1(b)(i) **"Board"** shall mean the Board of Directors of the Neighborhood Association.

1.1(d)(i) **"Neighborhood Association"** shall mean the Reston Heights Neighborhood Association, Inc., and its successors and assigns.

6. Revise Section 4.2(a) of the Restrictions to read as follows:

(a) Except as provided in Section 4.2(b), the elevation of any Lot within the Lots shall not be changed so as to materially affect the surface elevation, grade or drainage patterns to the surrounding Lots. Developer will construct certain drainage swales and roadside ditches in the land comprising Reston Heights and that land may contain certain natural drainage ways. Such swales, ditches and ways will be called the "Drainage System." No Owner shall alter the Drainage System without the prior written consent of Developer and the City of Madison. Any Owner who violates these covenants shall be required to restore the Drainage System or restore the surface elevation, grade or drainage patterns to the surrounding Lots at the Owner's sole expense. If an Owner violates the grading, site or landscaping plans submitted by the Owner to the ACC, the ACC or any affected Owner shall have a cause of action against the violating Owner for both damages and injunctive relief.

7. Add a new Section 4.6(g) to the Restrictions as follows:

(g) **Sprecher Road Landscaping Easement.** The following rules shall apply to each Lot which is subject to the Sprecher Road Landscaping Easement. In case of any conflict between this Section 4.6(g) and any other provision of the Restrictions, this Section 4.6(g) shall govern.

(i) Developer shall have the right at its expense to erect, maintain, repair, replace and remove a fence and an irrigation system anywhere within the Sprecher Road Landscaping Easement. The Owner of each Lot subject to the Sprecher Road Landscaping Easement shall not maintain, repair, replace, remove or do anything else to the fence, the irrigation system, or any trees, bushes or other vegetation located within the Easement except as provided in Section 4.6(g)(iii).

(ii) Developer shall have the right from time to time to landscape the Sprecher Road Landscaping Easement, and to repair, maintain, remove and replace all grass, trees, bushes and other vegetation from time to time located within the Sprecher Road Landscaping Easement.

(iii) The Owner of each Lot subject to the Sprecher Road Landscaping Easement shall have the right to plant seed or place sod within the area of the Easement; but shall not in any other way landscape or plant any trees, bushes or other vegetation within the Easement, and shall not erect or maintain any structure of any kind within the Easement, without in each case obtaining the prior written consent of Developer.

8. Revise Section 6.2(b) of the Restrictions to read:

(b) After the Developer ceases to own any Lot, the Owners, by the vote or consent of Owners owning two-thirds or more of the Lots, shall have the right to amend or terminate this Declaration by an instrument recorded with the Dane County Register of Deeds. The instrument shall either be signed by the described number of Owners, or shall contain a certification that the required number of the Owners approved the amendment or termination at a meeting of the Neighborhood Association duly called and held.

9. Revise Section 6.5 of the Restrictions to read:

**6.5 Enforcement Actions.** The Developer, the Neighborhood Association, the ACC and any Owner shall have the right to sue for and obtain a prohibitive or mandatory injunction or any equitable remedy to prevent the breach of, or to enforce the observance of, this Declaration, in addition to the right to bring a legal action for damages. The Neighborhood Association, however, shall have the exclusive right to collect assessments. Any Owner who violates a provision of this Declaration shall be liable for reasonable attorneys' fees and court costs incurred in any such action. Any person violating any of these covenants or restrictions shall be liable for all costs of curing the violation.

10. Revise Section 6.7 of the Restrictions to read:

**6.7 Notice.** Any notice given in connection with this agreement shall be in writing and may be given in any one of the following ways:

- (a) By personal delivery,
- (b) By delivery by an express mail service,
- (c) By mailing via the first class United States mail, postage prepaid, addressed to the last known address of the recipient,
- (d) By facsimile transmission, electronic mail or other comparable means.

Notice by mailing in the first class United States mail as described shall be deemed given three days after mailing. All other forms of notice shall be effective upon receipt. For notice by mail, the last known address of Owner shall be deemed to be the most current address for the Owner as given in the public real estate tax records at the time of mailing.

11. Add a new Article VII to the Restrictions as follows:

## ARTICLE VII

### NEIGHBORHOOD ASSOCIATION

**7.1 Membership.** Every Owner shall be a member of the Neighborhood Association. By acquiring a Lot, every Owner shall be conclusively deemed to have consented to membership.

**7.2 Rights and Duties of Members.** The articles of incorporation and the bylaws of the Neighborhood Association are incorporated by reference. Among other matters, the articles and bylaws restrict the voting rights of certain members, and obligate all members except for Developer to pay regular and special assessments to the Neighborhood Association for its operations. The members shall have the rights set forth in this Declaration, the articles of incorporation and bylaws of the Neighborhood Association, all as amended from time to time, and as provided by applicable law. Any authority of the Neighborhood Association and its members shall be subject to the authority given to the Developer and the ACC in this Declaration.

**7.3 Management of the Neighborhood Association.** The affairs of the Neighborhood Association shall be managed by the Board. The Board shall be selected in the manner, and shall have the duties, powers and responsibilities, set forth in this Declaration and in the articles of incorporation and bylaws of the Neighborhood Association, as amended from time to time, and as may be provided by the laws of the State of Wisconsin.

**7.4 Obligations of the Neighborhood Association.**

(a) **General.** The Neighborhood Association, subject to the rights of the Developer set forth in this Declaration, shall be responsible for enforcing this Declaration.

(b) **Maintenance and Repair.** The Neighborhood Association shall operate, repair and maintain the Sprecher Road Landscaping Easement as provided in Section 4.6(g); own, operate, repair and maintain Outlots 4, 8, 10, 17, 19 and 20 in the Plat; and operate, repair and maintain such other outlots in the Plat as may be from time to time designated by the Board.

**7.5 Assessments.** Each Owner other than Developer shall pay regular and special assessments to the Neighborhood Association as provided in its bylaws. The expenses to be assessed to the Owners shall include all of the Association's reasonable and necessary expenses incurred by the Neighborhood Association in performing its obligations, including utilities, insurance, acquisition of tools and equipment, salaries and wages, real estate taxes and special assessments and a reasonable amount of working capital.

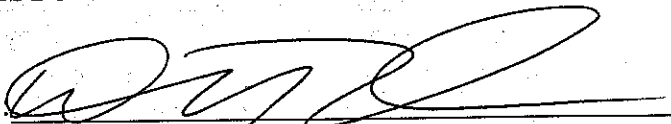
**7.6 Collection of Assessments.** The Neighborhood Association shall levy and collect assessments as provided in its bylaws.

12. This first amendment shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Lots described in the Restrictions for the term described in Section 6.1 of the Restrictions. Developer certifies that it now owns one or more Lots subject to the Restrictions.

13. Developer ratifies and confirms the Restrictions, except as modified by this first amendment.

Dated October 2, 2000.

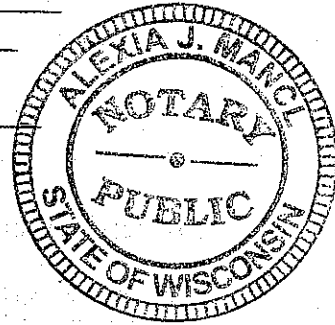
**RESTON CORP.**

By   
David M. Roark, Authorized Agent

000114

Signature of David M. Roark authenticated this 2nd day of October, 2000.

Alexia J. Mancl  
Alexia J. Mancl  
Notary Public, State of Wisconsin  
My Commission: 11/16/03



This instrument drafted by:  
Thomas J. Sobota  
Boardman, Suhr, Curry & Field LLP  
P.O. Box 927  
Madison, WI 53701-0927

**0710-122 & 013 & 014****000115**

**RESTON HEIGHTS  
OUT OF 0710-013-0103-6, 0710-013-0102-8, 0710-014-0101-8 &  
0710-122-1305-6  
AG AREA 960 & RESIDENTIAL AREA 99  
MADISON SCHOOL DISTRICT**

COMPLETE 11/22/1999

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
1	0710-013-0201-8	238 Murley Dr
2	0710-013-0202-6	234 Murley Dr
3	0710-013-0203-4	230 Murley Dr
4	0710-013-0204-2	226 Murley Dr
5	0710-013-0205-0	222 Murley Dr
6	0710-013-0206-8	218 Murley Dr
7	0710-013-0207-6	214 Murley Dr
8	0710-013-0208-4	210 Murley Dr
9	0710-013-0209-2	206 Murley Dr
10 House	0710-013-0210-9	202 Murley Dr
11	0710-013-0213-3	6610 Reston Heights Dr 102 Summertown Dr 101 S Sprecher Rd
12	0710-013-0104-4	6609 Reston Heights Dr
13	0710-013-0105-2	6617 Reston Heights Dr
14	0710-013-0106-0	6625 Reston Heights Dr
15	0710-013-0107-8	6633 Reston Heights Dr 202 Summertown Dr
16	0710-013-0108-6	6618 Radford Dr 206 Summertown Dr
17	0710-013-0109-4	6614 Radford Dr
18	0710-013-0110-1	6610 Radford Dr
19	0710-013-0111-9	6606 Radford Dr



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LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
20	0710-013-0112-7	6602 Radford Dr 6601 Murley Dr
21	0710-013-2401-2	6601 Radford Dr 209 Murley Dr
22	0710-013-2402-0	6605 Radford Dr
23	0710-013-2403-8	6609 Radford Dr
24	0710-013-2404-6	6613 Radford Dr
25	0710-013-2405-4	6617 Radford Dr
26	0710-013-2406-2	6621 Radford Dr 214 Summertown Dr
27	0710-013-2407-0	218 Summertown Dr
28	0710-013-2408-8	222 Summertown Dr 6650 Carlton Dr
29	0710-013-2409-6	6642 Carlton Dr
30	0710-013-2410-3	6630 Carlton Dr
31	0710-013-2411-1	6626 Carlton Dr
32	0710-013-2412-9	6622 Carlton Dr
33	0710-013-2413-7	6618 Carlton Dr
34	0710-013-2414-5	6614 Carlton Dr
35	0710-013-2415-3	6610 Carlton Dr
36	0710-013-2416-1	6606 Carlton Dr
37	0710-013-2417-9	6602 Carlton Dr 217 Murley Dr
38	0710-013-2301-4	6601 Carlton Dr 229 Murley Dr
39	0710-013-2302-2	6605 Carlton Dr
40	0710-013-2303-0	6609 Carlton Dr
41	0710-013-2304-8	6613 Carlton Dr
42	0710-013-2305-6	6617 Carlton Dr
43	0710-013-2306-4	6621 Carlton Dr
44	0710-013-2308-0	6629 Carlton Dr
45	0710-013-2309-8	6633 Carlton Dr

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LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
46	0710-013-2310-5	6637 Carlton Dr
47	0710-013-2311-3	6641 Carlton Dr
48	0710-013-2312-1	6645 Carlton Dr
49	0710-013-2313-9	230 Summertown Dr 6649 Carlton Dr
50	0710-013-0501-2	6701 Reston Heights Dr 201 Summertown Dr
51	0710-013-0502-0	6709 Reston Heights Dr
52	0710-013-0503-8	6717 Reston Heights Dr
53	0710-013-0504-6	6725 Reston Heights Dr
54	0710-013-0505-4	6733 Reston Heights Dr
55	0710-013-0506-2	6741 Reston Heights Dr 202 Wyalusing Dr
56	0710-013-0601-0	6801 Reston Heights Dr 201 Wyalusing Dr
57	0710-013-0602-8	6809 Reston Heights Dr 202 East Hill Pky
58	0710-013-2319-7	6646 Broad Creek Blvd
59	0710-013-2320-4	6642 Broad Creek Blvd
60	0710-013-2321-2	6638 Broad Creek Blvd
61	0710-013-2322-0	6634 Broad Creek Blvd
62	0710-013-2323-8	6630 Broad Creek Blvd
63	0710-013-2324-6	6622 Broad Creek Blvd
64	0710-013-2325-4	6618 Broad Creek Blvd
65	0710-013-2326-2	6614 Broad Creek Blvd
66	0710-013-2327-0	6610 Broad Creek Blvd
67	0710-013-2328-8	6606 Broad Creek Blvd
68	0710-013-2329-6	6602 Broad Creek Blvd 237 Murley Dr
69	0710-013-2001-0	6601 Broad Creek Blvd 6602 Annestown Dr
70	0710-013-2002-8	6605 Broad Creek Blvd

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LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
71	✓ 0710-013-2003-6	6609 Broad Creek Blvd
72	0710-013-2004-4	6613 Broad Creek Blvd
73	0710-013-2005-2	6617 Broad Creek Blvd
74	0710-013-2007-8	6625 Broad Creek Blvd
75	0710-013-2008-6	6629 Broad Creek Blvd
76	0710-013-2009-4	6683 Broad Creek Blvd
77	0710-013-2010-1	6687 Broad Creek Blvd
78	0710-013-2011-9	6641 Broad Creek Blvd
79	0710-013-2012-7	6645 Broad Creek Blvd
80	0710-013-2013-5	6649 Broad Creek Blvd 306 Wyalusing Dr
81	0710-013-2014-3	6730 Annestown Dr 310 Wyalusing Dr
82	0710-013-2015-1	6726 Annestown Dr
83	0710-013-2016-9	6722 Annestown Dr
84	0710-013-2017-7	6718 Annestown Dr
85	0710-013-2018-5	6714 Annestown Dr
86	0710-013-2019-3	6710 Annestown Dr
87	0710-013-2020-0	6706 Annestown Dr
88	0710-013-2021-8	6702 Annestown Dr
89	0710-013-2022-6	6642 Annestown Dr
90	0710-013-2023-4	6638 Annestown Dr
91	0710-013-2024-2	6634 Annestown Dr
92	0710-013-2025-0	6630 Annestown Dr
93	0710-013-2026-8	6614 Annestown Dr
94	0710-013-1901-3	6601 Annestown Dr
95	0710-013-1902-1	6605 Annestown Dr
96	0710-013-1903-9	6609 Annestown Dr
97	0710-013-1904-7	6613 Annestown Dr
98	0710-013-1905-5	6617 Annestown Dr

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LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
99	0710-013-1906-3	6621 Annestown Dr
100	0710-013-1907-1	6625 Annestown Dr
101	0710-013-1908-9	6629 Annestown Dr
102	0710-013-1909-7	6633 Annestown Dr
103	0710-013-1910-4	6634 Hopewell Dr 6637 Annestown Dr
104	0710-013-1911-2	6630 Hopewell Dr
105	0710-013-1912-0	6626 Hopewell Dr
106	0710-013-1913-8	6622 Hopewell Dr
107	0710-013-1914-6	6618 Hopewell Dr
108	0710-013-1915-4	6614 Hopewell Dr
109	0710-013-1916-2	6610 Hopewell Dr
110	0710-013-1917-0	6606 Hopewell Dr
111	0710-013-1918-8	6602 Hopewell Dr
112	CHG 0710-013-0102-8 TO 0710-013-1818-0	401 S Sprecher Rd 430 Wyalusing Dr 6602 Dominion Dr
113	0710-013-1801-5	6717 Annestown Dr
114	0710-013-1802-3	6721 Annestown Dr
115	0710-013-1803-1	6725 Annestown Dr
116	0710-013-1804-9	6729 Annestown Dr
117	0710-013-1805-7	6733 Annestown Dr 318 Wyalusing Dr
118	0710-013-1806-5	322 Wyalusing Dr
119	0710-013-1807-3	326 Wyalusing Dr
120	0710-013-1808-1	330 Wyalusing Dr
121	0710-013-1809-9	402 Wyalusing Dr
122	0710-013-1810-6	406 Wyalusing Dr
123	0710-013-1811-4	410 Wyalusing Dr
124	0710-013-1812-2	414 Wyalusing Dr
125	0710-013-1813-0	418 Wyalusing Dr

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LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
126	0710-013-1814-8	422 Wyalusing Dr
127	0710-013-1815-6	426 Wyalusing Dr
128	0710-013-1816-4	434 Wyalusing Dr
129	0710-013-1817-2	438 Wyalusing Dr
130	0710-013-1701-7	6801 Bluff Point Dr 437 Wyalusing Dr
131	0710-013-1702-5	6805 Bluff Point Dr
132	0710-013-1703-3	6809 Bluff Point Dr
133	0710-013-1704-1	6813 Bluff Point Dr
134	0710-013-1705-9	6817 Bluff Point Dr
135	0710-013-1706-7	6821 Bluff Point Dr
136	0710-013-1707-5	6825 Bluff Point Dr
137	0710-013-1708-3	6829 Bluff Point Dr
138	0710-013-1709-1	6831 Bluff Point Dr
139	0710-013-1710-8	6835 Bluff Point Dr 438 High Cliff Trl
140	0710-013-1601-9	425 Wyalusing Dr 6804 Bluff Point Dr
141	0710-013-1602-7	421 Wyalusing Dr
142	0710-013-1603-5	417 Wyalusing Dr
143	0710-013-1604-3	413 Wyalusing Dr
144	0710-013-1605-1	409 Wyalusing Dr
145	0710-013-1606-9	405 Wyalusing Dr
146	0710-013-1607-7	401 Wyalusing Dr 6801 Stockbridge Dr
147	0710-013-1608-5	402 East Hill Pky 6805 Stockbridge Dr
148	0710-013-1609-3	406 East Hill Pky
149	0710-013-1610-0	410 East Hill Pky
150	0710-013-1611-8	414 East Hill Pky
151	0710-013-1612-6	418 East Hill Pky

000121

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
152	0710-013-1613-4	422 East Hill Pky
153	0710-013-1614-2	426 East Hill Pky 6808 Bluff Point Dr
154	0710-013-1401-3	425 East Hill Pky 6820 Bluff Point Dr
155	0710-013-1402-1	421 East Hill Pky
156	0710-013-1403-9	417 East Hill Pky
157	0710-013-1404-7	413 East Hill Pky
158	0710-013-1405-5	409 East Hill Pky
159	0710-013-1406-3	405 East Hill Pky
160	0710-013-1407-1	401 East Hill Pky 6813 Stockbridge Dr
161	0710-013-1408-9	402 Bailey Dr 6817 Stockbridge Dr
162	0710-013-1409-7	406 Bailey Dr
163	0710-013-1410-4	410 Bailey Dr
164	0710-013-1411-2	414 Bailey Dr
165	0710-013-1412-0	418 Bailey Dr
166	0710-013-1413-8	422 Bailey Dr
167	0710-013-1414-6	426 Bailey Dr 6824 Bluff Point Dr
168	0710-013-1301-5	425 Bailey Dr 6832 Bluff Point Dr
169	0710-013-1302-3	421 Bailey Dr
170	0710-013-1303-1	413 Bailey Dr
171	0710-013-1304-9	409 Bailey Dr
172	0710-013-1305-7	405 Bailey Dr
173	0710-013-1306-5	401 Bailey Dr 6901 Stockbridge Dr
174	0710-013-1307-3	6905 Stockbridge Dr
175	0710-013-1308-1	6909 Stockbridge Dr
176	0710-013-1309-9	6913 Stockbridge Dr

000122

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
177	0710-013-1310-6	7018 Bluff Point Dr
178	0710-013-1311-4	7006 Bluff Point Dr
179	0710-013-1312-2	7002 Bluff Point Dr
180	0710-013-1313-0	6918 Bluff Point Dr
181	0710-013-1314-8	6914 Bluff Point Dr
182	0710-013-1315-6	6910 Bluff Point Dr
183	0710-013-1316-4	6906 Bluff Point Dr
184	0710-013-1317-2	6902 Bluff Point Dr
185	0710-014-0216-5	6905 Bluff Point Dr
186	0710-014-0215-7	6909 Bluff Point Dr
187	0710-014-0214-9	6913 Bluff Point Dr
188	0710-014-0213-1	6917 Bluff Point Dr
189	0710-014-0212-3	7001 Bluff Point Dr
190	0710-014-0211-5	7009 Bluff Point Dr
191	0710-014-0210-7	7013 Bluff Point Dr
192	0710-014-0209-0	7017 Bluff Point Dr
193	0710-014-0208-2	7021 Bluff Point Dr
194	0710-014-0207-4	7025 Bluff Point Dr
195	0710-013-1001-1	6814 Stockbridge Dr
196	0710-013-1003-7	6901 Littlemore Dr
197	0710-014-0205-8	6951 Littlemore Dr
198	0710-013-0613-5	302 East Hill Pky 6806 Stockbridge Dr
199	0710-013-0612-7	329 Wyalusing Dr 6802 Stockbridge Dr
200	0710-013-0611-9	325 Wyalusing Dr
201	0710-013-0610-1	321 Wyalusing Dr
202	0710-013-0609-4	317 Wyalusing Dr
203	0710-013-0608-6	313 Wyalusing Dr
204	0710-013-0607-8	309 Wyalusing Dr

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LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
205	0710-013-0606-0	305 Wyalusing Dr
206	0710-013-0605-2	301 Wyalusing Dr
207	0710-013-0901-4	6914 Littlemore Dr 233 Dulles Dr
208	0710-013-0801-6	6902 Littlemore Dr 234 Dulles Dr 233 East Hill Pky
209	0710-013-0401-4	6802 Reston Heights Dr 101 Wyalusing Dr
210	0710-013-0301-6	6702 Reston Heights Dr 102 Wyalusing Dr 101 Summertown Dr
OUTLOT 1	0710-013-0211-7	6602 Reston Heights Dr
OUTLOT 2	REUSE 0710-013-0103-6	201 S Sprecher Rd # LOCK
OUTLOT 3	NO PIN	Future Street R.O.W.
OUTLOT 4	0710-013-2307-2	6625 Carlton Dr 6626 Broad Creek Blvd
OUTLOT 5	0710-013-0603-6	213 Wyalusing Dr 214 East Hill Pky 6650 Broad Creek Blvd
OUTLOT 6 area 601	0710-013-0507-0	217 Summertown Dr 214 Wyalusing Dr
OUTLOT 7 area 601	0710-013-2101-8	254 Wyalusing Dr
OUTLOT 8	0710-013-2006-0	6621 Broad Creek Blvd 6646 Annestown Dr
OUTLOT 9 area 601	0710-013-2201-6	254 Murley Dr
OUTLOT 10	0710-013-1501-1	6816 Bluff Point Dr 6809 Stockbridge Dr
OUTLOT 11 area 601	0710-014-0202-4	6901 Bluff Point Dr
OUTLOT 12	0710-014-0201-6	6951 Bluff Point Dr
OUTLOT 13	0710-014-0203-2	7051 Bluff Point Dr
OUTLOT 14 area 601	0710-013-1002-9	253 East Hill Pky 6922 Stockbridge Dr



000124

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
OUTLOT 15 area 601	✓ 0710-014-0206-6	6941 Littlemore Dr
OUTLOT 16	0710-014-0204-0	6969 Littlemore Dr
OUTLOT 17	0710-013-1201-7	6810 Stockbridge Dr
OUTLOT 18 area 601	0710-013-0604-4	253 Wyalusing Dr 254 East Hill Pky
OUTLOT 19	0710-013-1101-9	6821 Littlemore Dr
OUTLOT 20	0710-013-0701-8	6821 Reston Heights Dr

Parcel 0710-013-0103-6 is part of street right of way. The parcel is a 1999 annexation. The parcel will be obsoleted in 2000 after the State final report.

Parcel 0710-122-1305-6 has been combined with parcel 0710-013-0102-8. Parcel 0710-013-0102-8 has been changed to 0710-013-1818-0. (Buckeye Evangelical Church).

Parcel 0710-014-0101-8 is obsolete, now fully platted within Reston Heights.

Outlots 12, 13 & 16 will be acquired for Public Open space purposes.

**EXHIBIT B**

**Description of Lots in Phase 2**

**000125**

**Lots 82 through 111, and 113 through 116, Reston Heights, in  
the City of Madison, Dane County, Wisconsin.**

EXHIBIT C

000126

The following additional covenants shall apply only to Phase 2 of Reston Heights:

1. **Use.** Lots shall be used exclusively for single-family residences.
2. **House Size.** Each residential structure shall have a minimum of the following floor area of finished living space:
  - (a) Single-story houses shall have not less than 1,200 square feet excluding the garage.
  - (b) Split-level and bi-level houses shall have not less than a total of 1,200 square feet on the two main living areas excluding the garage.
  - (c) Raised ranch houses shall have not less than a total of 1,200 square feet on the main level excluding the garage.
  - (d) Two-story houses shall have not less than a total of 1,550 square feet on the first and second floor areas of the house excluding the garage.
  - (e) For the purpose of determining floor area, stair openings shall be included but open porches, screened porches, attached garages, and basements, even if finished for recreational use, shall be excluded.
  - (f) The ACC shall have the power in its discretion to waive these minimum areas where the architecture and quality of the proposed house represents an appearance compatible with other houses in the Lots.
3. **Roof Pitch.** All buildings shall have a minimum roof pitch of 5 to 12, unless the ACC, in its sole discretion, gives prior written approval to a different pitch.

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