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

000008

Name & Return Address:  
David M. Roark  
c/o D&R Development Corp.  
2985 Triverton Pike Drive, #103  
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. The Restrictions were previously amended by a first amendment (the First Amendment) recorded December 14, 2000, as Document No. 3272972, a second amendment (the Second Amendment) recorded September 26, 2001, as Document No. 3377795, a third amendment (the Third Amendment) recorded October 16, 2002, as Document No. 3567915 and a fourth amendment (the Fourth Amendment) recorded November 18, 2003, as Document No. 3842274.

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

This phase of Developer's development of the Plat will consist of the Lots described on attached Exhibit B. Those Lots will be called the "Fifth Amendment Lots."

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, and acting under the powers reserved to Developer in the Restrictions, Developer amends the Restrictions as follows:

1. The Fifth Amendment Lots shall be subject to all of the overall covenants and all of the other provisions in the Restrictions and to the First Amendment, except that the Fifth Amendment Lots shall not be subject to any of the exhibits in either the Restrictions or the First

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Amendment.

2. The specific covenants for the Fifth Amendment Lots shall be those attached as Exhibits C, D, E and F.

3. This fifth amendment shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Fifth Amendment Lots 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.

4. Lot 254 is subject to a field located wetland and a 75-foot wetland setback, both as depicted on recorded plat for the Second Addition to Reston Heights (the Second Addition Plat). All Lots in the Second Addition Plat are subject to the drainage and other easements depicted on the Second Addition Plat.

5. Multi-family housing, including condominiums, may be constructed on Lots 56 and 57, 197, 198 and 254 through 263, and on Outlots 28 and 29. Each Owner of a Lot in the Fifth Amendment Lots agrees to such multi-family housing and agrees that the Owner shall not at any time directly or indirectly object to the development of such Lots and Outlots for multi-family housing.

6. Before an Owner closes the purchase of a Fifth Amendment Lot from Developer, Owner shall inspect the sidewalk and curb and gutter for the Lot, and inform Developer in writing of any damage to the sidewalk and curb and gutter at or before the closing. Owner or Owner's builder shall at its expense repair any damage to the Lot's sidewalk and curb and gutter which (a) either occur after closing, or (b) were not described in a written notice given by Owner to Developer on or before the closing.

7. Developer is in the process of discontinuing the dedication of Outlots 28 and 29. If Outlot 29 is discontinued, Outlot 29 shall be considered part of Lot 262 for purposes of this fifth amendment. If Outlot 28 is discontinued, Outlot 28 shall be considered part of Lot 263 for purposes of this fifth amendment.

8. Developer placed fill material on most of the Fifth Amendment Lots. Foundations to be constructed on some of the Fifth Amendment Lots may be in or near groundwater. Prior to beginning construction on any Fifth Amendment Lot, the Owner of the Lot is advised to consult with Developer on the use of fill on the Lot and the possible nearness of foundation to groundwater. The Owner should consider the use of additional waterproofing where foundations are near or in groundwater. On any Fifth Amendment Lot which was filled, the Owner should construct frostwalls of sufficient height to reach original ground elevations. Depending on the Lot, that may mean a frostwall from 5 feet 9 inches to 7 feet 9 inches in height.


Developer shall not have any liability if the Owner of a Fifth Amendment Lot fails to provide additional waterproofing or fails to construct frostwalls of sufficient height. The risk of

failing to take such measures shall be solely that of the Owner of the Fifth Amendment Lot.

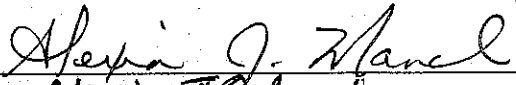
9. Developer ratifies and confirms the Restrictions, as previously amended, except as modified by this fifth amendment.

Dated December 31, 2004.

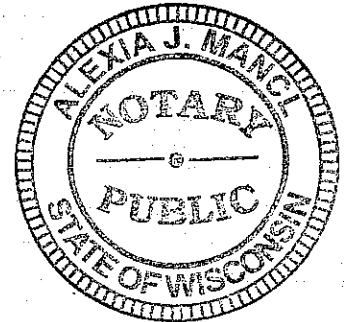
**RESTON CORP.**

By:   
David M. Roark, Authorized Agent

Signature of David M. Roark authenticated this 31<sup>st</sup> day of December, 2004.

  
Alexia J. Mancel  
Notary Public, State of Wisconsin  
My Commission: 11/11/07

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



0710-013/014

**EXHIBIT A****2004****RESTON HEIGHTS  
SECOND ADDITION**

000101

OUT OF 0710-013-0603-6, 1001-1, 1002-9, 1003-7,  
014-0203-2, 0204-0 & 0206-6  
RESIDENTIAL AREA 103  
MADISON SCHOOL DISTRICT

COMPLETED 12/30/2004

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
249	0710-013-2330-3	234 SUMMERTOWN DR
250	0710-013-2331-1	238 SUMMERTOWN DR 242 WYALUSING DR
251	0710-013-2332-9	248 WYALUSING 6654 BROAD CREEK BLVD
252	0710-013-2333-7	6650 BROAD CREEK BLVD
253	0710-013-0614-3	249 WYALUSING DR
254	0710-013-0615-1	6801 LITTLEMORE DR 248 EAST HILL PKWY
255	0710-013-3301-3	6802 LITTLEMORE DR 225 WYALUSING
256	0710-013-3302-1	217 WYALUSING
257	0710-013-3303-9	209 WYALUSING
258	0710-013-3304-7	210 EAST HILL PKWY
259	0710-013-3305-5	218 EAST HILL PKWY
260	0710-013-3306-3	226 EAST HILL PKWY
261	0710-013-3307-1	234 EAST HILL PKWY 6810 LITTLEMORE
262	0710-013-1001-1 (Reuse)	301 EAST HILL PKWY 6814 STOCKBRIDGE DR
263	0710-013-1003-7 (Reuse)	249 EAST HILL PKWY 6901 LITTLEMORE DR
OL 27	0710-013-1002-9 (Reuse)	253 EAST HILL PKWY
OL 28	0710-013-1004-5	251 EAST HILL PKWY
OL 29	0710-013-1005-3	6904 STOCKBRIDGE DR
OL 30	0710-014-0206-6 (Reuse)	6941 LITTLEMORE DR
OL 31	0710-014-0203-2 (Reuse)	7051 BLUFF POINT DR
OL 32	0710-014-0204-0 (Reuse)	6969 LITTLEMORE DR
56, Reston	0710-013-0601-0	
57, Reston	0710-013-0602-8	

**EXHIBIT B**

**Description of Fifth Amendment Lots**

**Lots 56 and 57, Reston Heights.**

**Lots 249 through 263, Second Addition to Reston Heights.**

**Outlots 28 and 29, Second Addition to Reston Heights.**

**EXHIBIT C**

The following additional covenants shall apply only to Lots 249 through 253.

1. **Use.** The Lots shall be used exclusively for single-family residences.
2. **House Sizes.** 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 1,300 square feet excluding the garage.
  - (b) Split-level and bi-level houses shall have not less than a total of 1,300 square feet on the two main living areas excluding the garage.
  - (c) Raised ranch houses shall have not less than a total of 1,300 square feet on the main level excluding the garage.
  - (d) Two-story houses shall have not less than a total of 1,650 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 residential structures 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.
4. **Fascia.**
  - (a) All fascias shall be a minimum size of 1" x 8".
  - (b) Aluminum, vinyl or wood siding, soffits and fascia will be allowed, subject to the following restrictions:
    - (1) The type of aluminum or vinyl siding used will be restricted to higher grade double IV or Double V, textured siding.

- (2) Most wood siding types will be permitted. However, "Texture 1-11" siding or other similar siding is not permitted. All wood siding must be stained or painted. Because the colors available in stains and paints vary greatly, the desired color schemes shall be submitted to the ACC with the building plans for approval.

5. **Windows and Window Treatment.** Each of the four elevations on a residential structure shall have at least one full sized window. Each window on the front and side elevations of a residential structure shall have either shutters or a 1" x 4" window wrap.

**EXHIBIT D**

The following additional covenants shall apply only to Lots 56 and 57:

1. **Use.** The Lots shall be used only for residential purposes and the building to be constructed on each Lot shall be a four-unit building.
2. **Design and Size.** There are no fixed minimum square footages for the four-unit buildings. The ACC shall have the right in its discretion to approve the size and specified design of any proposed four-unit building.
3. **Possible Addendum.** Other restrictions may be imposed either generally or upon specific Lots or groups of Lots by way of addendum to the Declaration, as amended. Any such addendum is hereby incorporated by reference and made a part of the Declaration, as amended.



**EXHIBIT E**

The following additional covenants shall apply only to Lots 255 through 261:

1. **Use.** Each Lot shall be used only for residential purposes and the building to be constructed on the Lot shall be a duplex.
2. **Design and Size of Duplex.** There are no fixed minimum square footages for the duplex. The ACC shall have the right in its discretion to approve the size and specific design of any proposed duplex.
3. **Possible Addendum.** Other restrictions may be imposed either generally or upon specific Lots or groups of Lots by way of addendum to the Declaration, as amended. Any such addendum is hereby incorporated by reference and made a part of the Declaration, as amended.

**EXHIBIT F**

The following additional covenant shall apply only to Outlots 28 and 29 and Lots 254, 262 and 263:

1. **Use.** Each Lot shall be used only for residential purposes. Any building constructed on the Lot may have multiple residential units.
2. **Design and Size.** There are no fixed minimum square footages for the buildings to be constructed on these Lots. The ACC shall have the right in its discretion to approve the size and specific design of such buildings.
3. **Possible Addendum.** Other restrictions may be imposed either generally or upon specific Lots or groups of Lots by way of addendum to the Declaration, as amended. Any such addendum is hereby incorporated by reference and made a part of the Declaration, as amended.