

SPECIFIC IMPLEMENTATION PLAN
SHOULD ACCOMPANY THIS DOCUMENT

DANE COUNTY
REGISTER OF DEEDS

3181291

12-28-1999 9:39 AM

Trans. Fee

Rec. Fee 62.00
Pages 27

**RESTRICTIONS FOR RESTON HEIGHTS
EAST THE CITY OF MADISON, DANE
COUNTY, WISCONSIN**

000135

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} all lots in the plat of Reston Heights East in the City of Madison, Dane County, Wisconsin, except for those lots dedicated to the public by the plat.

Developer desires to subject those lots owned by Developer to this declaration.

Developer declares that those lots shall be subject to this declaration; and shall be held, sold, occupied and conveyed subject to this declaration.

ARTICLE I

DEFINITIONS

1.1 The following definitions shall apply to this Declaration:

27/12

(a) "ACC" shall mean the Architectural Control Committee established pursuant to Section 3.1. The ACC is sometimes referred to in the SIP as the "Reston Heights East Architecture and Landscape Review Committee" and the "Architecture Review Committee."

(b) "Declaration" shall mean this declaration, as amended and supplemented from time to time.

(c) "Developer" shall mean Reston Corp., a Wisconsin corporation, and its representatives, successors and assigns.

(d) "Lot" or "Lots" shall mean all lots in the plat of Reston Heights East in the City of Madison, Dane County, Wisconsin, except for those lots dedicated to the public by the plat, and lots 11, 209 and 210

(e) "Owner" shall mean the person or persons owning the fee simple title to a Lot, except that if a Lot has been sold on land contract, the Owner shall be the person or persons named as purchaser in the land contract.

(f) "SIP": The Lots are zoned PUD(SIP). The Lots are subject to a specific implementation plan recorded with the Dane County Register of Deeds on October 6, 1999 as Document No. 3161690. That specific implementation plan will be called the "SIP."

ARTICLE II

STATEMENT OF PURPOSES

2.1 General. The general purposes of this Declaration are to help ensure that the Lots will become and remain an attractive community; to preserve and maintain the natural beauty of the Lots; to ensure the most appropriate development and improvement of each Lot, including construction of attractive and harmonious residential structures; and to ensure the highest and best residential development of the Lots.

2.2 Developer's Intent to Develop Lots in Phases.

(a) **Overall Covenants.** This Declaration, less Exhibits B, C and D, provides covenants and restrictions which are general in nature and which apply to all the Lots. Developer intends to develop the Lots in phases, and to record additional covenants that are specific to each phase of the Lots.

(b) **Specific Covenants for Lots 1 Through 10 and 27 Through 49.** The additional covenants which are specific to these Lots are attached as Exhibit B.

(c) **Specific Covenants For Lots 16 Through 26.** The additional covenants which are specific to these Lots are attached as Exhibit C.

(d) **Specific Covenants For Lots 12 Through 15 and 50 Through 55.** The additional covenants which are specific to these Lots are attached as Exhibit B.

(e) **Specific Covenants - Other Phases of the Lots.** As of the date of this Declaration, the additional covenants specific to future phases are still in the process of being determined. The Developer shall record additional covenants specific to each phase prior to selling any Lots in the phase.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 **Architectural Control Committee.**

(a) The ACC shall initially be the Developer.

(b) Developer may at any time resign from the ACC and appoint any three Owners as the new members of the ACC. The Developer shall record a statement of its resignation and such appointment with the Dane County Register of Deeds. In the recorded statement, the Developer shall specify a procedure by which subsequent members of the ACC may resign, be replaced, and be elected. The ACC shall act by majority vote.

(c) Instead of appointing replacement members for the ACC as provided in Section 3.1(b), the Developer in its discretion may elect to terminate the ACC and its functions effective upon the resignation of the Developer. If the Developer elects to do so, it shall file a recorded statement to that effect with the Dane County Register of Deeds.

3.2 **Necessity of ACC Approval.**

(a) **As to Plans.** All plans for buildings, landscaping, fences, walls, or other structures or improvements to be constructed on any Lot, along with all site plans, shall be approved prior to construction, in writing, by the ACC.

(b) **As to Ongoing Alterations.** All proposed alterations in the exterior appearance of any buildings erected or placed on any Lot, including, but not limited to, exterior remodeling, exterior repainting in different colors from those previously approved, and the construction of patios, decks, tennis courts, exterior lighting, flag poles,

swimming pools and other improvements on Lots, shall be approved prior to construction, in writing, by the ACC.

3.3 Required Submissions. In addition to any other information which the ACC may reasonably request, each Owner shall submit the following to the ACC in conjunction with any request for approval of any construction or improvements on any Lot:

(a) Two sets of drawings and written specifications of the proposed structures showing at a minimum floor plans, elevations of all views of the structure, exterior finishes, roofing type, driveway location, structure locations, description of exterior materials and colors, fence and wall details; and

(b) Two sets of landscape and site plans for the Lot identifying proposed grades and landscaping, including a narrative description of how the Owner will comply with the landscaping requirements set forth in Article IV and with any additional covenants subsequently recorded by the Developer or the Owners.

(c) A completed architectural review sheet on form to be provided by the ACC.

(d) Address for mailing the determination of the ACC.

A submission shall not be complete, and the thirty (30) day approval time set forth in Section 3.4 shall not commence, until all required documents have been submitted.

3.4 ACC Approval. The ACC shall approve or disapprove a submission within thirty (30) days of its receipt. The ACC's decision shall be in writing. If the ACC fails to mail its decision within the time limit, approval will be deemed to have been given and the applicable covenants and restrictions in this Declaration shall be deemed to be met. If a submission is approved, changes to the approved submission must be resubmitted to, and approved by, the ACC.

3.5 Standards: Discretion of ACC. The ACC shall have the right to reject any submission which, in the opinion of the ACC, is not in conformity with the provisions and purposes of this Declaration. The ACC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to the owner's lot, shall and hereby does release the ACC and the Developer from any liability based upon the good faith exercise of their duties under this Declaration. Refusal of approval of submissions by the ACC may be based on any grounds, including purely aesthetic grounds, which the ACC in its sole and good faith discretion deems sufficient.

While the ACC at all times will have the final decision, the following guidelines are offered for the benefit of Owners:

- (a) All exterior chimney flues shall be enclosed.
- (b) The submission shall specify roof material, tone and pitch.
- (c) The submission shall specify quality of the materials to be used.
- (d) Soffits may be either aluminum or wood.
- (e) Various types of wood siding are admissible, but generally only one type of siding will be approved for any one house.
- (f) Desired color schemes shall be submitted to the ACC for approval. The ACC will generally discourage the use of solid reds and dark browns, but will consider other colors on an individual basis. The ACC will generally attempt to coordinate trim and siding colors to provide the most asthetic combination for a particular house.
- (g) The ACC shall have the right to require brick, stone, shutters, corner boards and other similar items which it deems desirable for a particular submission.

3.6 Variances. The ACC shall have the right, in its sole discretion, to grant a variance to any of the covenants and restrictions in this Declaration.

3.7 Preliminary Sketches. Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to submission of the information required for final approval.

3.8 Liability of the Developer, ACC and its Members.

(a) Except as provided in Section 3.8(b), the Developer, the ACC and its members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any submissions or on account of the development of any property within the Lots.

(b) An Owner, however, shall have the right to injunctive relief against the Developer, the ACC or its members if the ACC refuses in bad faith to act upon a request made to the ACC. If an Owner brings an action for such injunctive relief and fails to establish that the Developer, the ACC or its members were guilty of bad faith in failing to act upon the Owner's request, the Owner shall be obligated to pay to the Developer, the ACC and its members all of the reasonable attorneys' fees and disbursements incurred by them in connection with the action.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

All Lots and their improvements shall be subject to the following architectural restrictions:

4.1 Building Sites. Unless otherwise provided in future recorded covenants with regard to future phases of the Lots, all buildings constructed on Lots shall have front, side and back yards that, at a minimum, conform to applicable zoning ordinances. The ACC shall have the right to grant variances from such setback requirements from time to time, in its sole discretion, provided that any variances are in conformity with all applicable zoning ordinances.

4.2 Surface Elevation.

(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. No Owner shall grade, alter or obstruct any drainage swale or comprehensive drainage flows as in effect at the time of development by the Owner in a way which impedes the flow of drainage water from other Lots across the swale or flows. Any Owner who violates this section shall be required to repair or restore the drainage swale or flows 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. No earth, rock, gravel, or clay shall be excavated or removed from any Lot without the prior written approval of the ACC.

(b) Notwithstanding the restriction in Section 4.2(a), the Developer shall have the right at any time to grade or regrade the Lots to accommodate, alter or establish drainage flows. The Developer shall not be liable to any Owner for any such grading or regrading, except that if the grading or regrading occurs after the Owner has either seeded or installed sod on the Owner's Lot, and if the grading or regrading damages the Owner's grass or sod, the Developer shall be obligated to reasonably restore the grass or sod to its condition prior to the grading or regrading.

4.3 Building Size and Exterior Materials. The Developer will specify the requirements for building size and exterior materials in the specific covenants described in Section 2.2 by amendments to this Declaration unilaterally made by the Developer. Any interested person may obtain a copy of such future amendments from the ACC.

4.4 Construction Deadline. Construction of each approved building shall be completed within five months after issuance of a building permit for the building. Landscaping (including grading, sodding and seeding) and installation of any driveway on any Lot shall be

completed within ninety (90) days of completion of construction, provided weather conditions so allow. If construction or landscaping is delayed due to matters beyond the control of the Owner, the time for completion shall be extended by the period of the delay.

4.5 Garages. Each single-family building shall have an attached or detached garage that contains not less than two nor more than three automobile garage stalls. All garage doors facing a street shall have a standardized height set by the ACC. The ACC shall encourage all corner Lots to have side-entry garages.

4.6 Landscaping Requirements and Restrictions. All Owners shall comply with the following landscaping requirements and restrictions:

(a) **Street Terraces.** The Developer shall have the right to plant street trees in street terraces. If the Developer does so, it shall have the right to obtain reimbursement from the affected Owner.

(b) **Sodding.** Front yards shall be sodded, including street terraces, except that the ACC may waive this restriction in its sole discretion. In the case of corner lots, both street terraces shall be sodded. Rear and side yards not sodded shall be seeded with a fifty percent (50%) blue grass seed mixture. All sodding and seeding shall be completed within thirty (30) days of completion of construction. If weather conditions delay completion of sodding or seeding, sodding or seeding shall be completed as soon as weather permits.

(c) **Plantings.** Each Owner shall spend a minimum of \$700 on plantings in the front yard of the Owner's Lot. In addition, each Owner shall plant in the Owner's front yard one conifer, a minimum of four feet in height, chosen from any of the following varieties: Colorado green or blue spruce, Black Hills spruce, Austrian pine or Douglas fir.

A minimum of 30 percent of the front yard of each Lot shall consist of planting beds with ground covers, shrubs or trees.

(d) **Additional Landscaping Requirements.** Owners, at their expense, shall be responsible for complying with any additional landscaping requirements set forth in subsequently recorded covenants. The Developer may subject each phase of the Lots to additional varying landscaping requirements.

(e) **Ongoing Maintenance.** Each Owner shall be responsible for the ongoing landscaping maintenance of the Owner's Lot, including the adjoining street terrace. During the growing season, each Owner shall mow the vacant portion of the Owner's Lot at least once every three weeks to a height not exceeding six inches. Each Owner shall shovel snow from any adjacent sidewalks within the time required by applicable ordinance.

All areas of a Lot not used as a building site or an approved landscaped area or under cultivation as a family garden shall be sodded or seeded, as applicable, and be kept free of noxious weeds.

(f) **Fencing; Screening.** Owners shall not install any fence or wall of any kind without prior written approval from the ACC. An Owner, however, may construct a fence not exceeding four feet in height around a swimming pool approved by the ACC, provided that the ACC approves the style and material of the swimming pool fence. The Owner of a Lot containing a swimming pool shall also obtain the written approval of adjoining Lot Owners of the plans for the swimming pool fence. Owners shall not cause a complete visual screening of the front, rear and side boundaries of any Lot by use of landscape plantings or other means, without prior written approval from the ACC.

4.7 Driveways. Unless otherwise approved by the ACC, all driveways shall be concrete and shall be installed within thirty (30) days of completion of construction, unless not permitted by weather conditions. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits.

4.8 Mailboxes and Post Lights. To provide continuity throughout the Lots, each Owner of a single-family Lot shall, at their expense, purchase and install a mailbox/post and a post light in accordance with specifications to be provided by the ACC. The Owner shall request the specifications from the ACC prior to purchasing a mailbox/post and post light. The Developer intends that all Lots shall have identical mailboxes/posts, including the color of the mailbox post, and identical post lights. The ACC in its discretion may waive this Section 4.8 for all Lots.

4.9 Signs. No signs of any type shall be displayed on any Lot or Outlot without prior written approval of the ACC, and, if applicable, the Village of DeForest, except lawn signs of not more than seven square feet advertising a home or Lot for sale or signs of any size displayed by the Developer as part of the Developer's marketing of the Lots. The Developer may also erect permanent signs at entrances identifying the Lots.

4.10 Utilities. An Owner shall not change the elevation of any utility easement or otherwise interfere with any utility easement right except as permitted by the applicable electric, gas, telephone, cable, sewer, water or other utility using or owning such easement. The Owner shall be responsible for any damages caused based on changes of grade or other interference.

4.11 Resubdivision. No Lot shall be resubdivided, except with the prior written approval of the ACC. This section shall not be construed to prevent the use of one Lot and part or all of another Lot or Lots as one building site.

4.12 Existing or Prefabricated Buildings. No buildings previously erected elsewhere may be moved onto any Lot, except new prefabricated construction approved in writing in advance by the ACC.

4.13 Temporary Dwellings; Outbuildings. No trailer, basement, tent, shack, garage, barn, or any part, shall ever be used as a residence, temporary or permanent, on any Lot. No residence shall be of a temporary character. No outbuildings or accessory buildings, including storage sheds, shall be permitted on any Lot without prior written approval of the ACC.

4.14 Dog Houses. No dog house may be erected on a Lot without the prior written consent of the ACC. No dog house shall exceed three feet by four feet. Any dog house shall be contiguous to the house or garage constructed on the Lot. An Owner desiring to construct a dog house shall submit to the ACC for its approval all plans for the dog house, including elevations, materials, color and site plan. The Owner shall obtain the written approval of adjoining Lot Owners to the plans. The Owner shall provide landscaping or fencing to screen the dog house from adjoining Lots as required by the ACC.

4.15 Drying of Clothes. No clothes lines or other apparatus for the drying of clothes shall be permitted in the yard of any Lot on a permanent basis.

4.16 Exterior Lighting. Any exterior lighting installed on a Lot shall either be indirect or of such controlled focus and intensity that the lighting will not disturb the owners of adjacent Lots. The light posts for any exterior yard lighting of a Lot shall be of a design which is harmonious with the style and architecture of the building on the Lot.

4.17 Miscellaneous.

(a) No wind-powered electric generators, exterior television or radio receiving or transmission antenna or satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot or building without prior written approval of the ACC. None of such which are visible shall exceed 36 inches in diameter. Satellite dishes of 36 inches or less shall be permitted only on the back of a building in the most unobtrusive location, as that location is approved in writing by the ACC.

(b) No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the ACC.

(c) No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the ACC, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed

flat or parallel to the plane of the roof are preferred but still must be approved by the ACC.

(d) No garbage, refuse, rubbish, or cuttings shall be deposited on any street or road or on any Lot or Outlot unless placed in a suitable sanitary container. No Lot or Outlot shall be used or maintained as a dumping ground for rubbish, trash, leaves, lawn clippings, rocks or sanitary containers. This section shall not prohibit the construction and operation of a compost. There shall be no incinerator or similar equipment kept or used on any Lot.

(e) No building material of any kind or character shall be stored upon any Lot except in connection with construction approved by the ACC. Construction shall be promptly commenced and be diligently pursued as soon as any building materials are placed on any Lot.

(f) Front yard decorations, including wildlife reproductions, other than approved lighting, mailboxes, or seasonal decorations are prohibited.

4.18 Basketball Equipment. No basketball backboard, hoop, post and any other related equipment, whether portable or permanently affixed, shall be placed on any Lot except in such location as may be approved in writing by the ACC. No such equipment shall ever be placed, whether permanently or temporarily, adjacent to the street, in the street terrace or in the front yard of any Lot.

4.19 Play Equipment and Structures. No swing set or other play equipment or structure shall be installed on any Lot without the prior written approval of the ACC. Any such structure or equipment shall be set back at least 10 feet from each property line of the Lot.

ARTICLE V

USE RESTRICTIONS

5.1 Pets. No more than two domestic animals may be kept on any Lot. All animals shall be housed in the house or garage or an approved dog house. No free-standing kennels shall be allowed, except for approved dog houses as provided in Section 4.14. Commercial animal boarding, kenneling or treatment shall be prohibited, whether or not for a fee. No Owner may keep a dog whose barking creates a nuisance to neighbors. No animals having vicious propensities shall be kept on a Lot.

5.2 Parking. Parking of commercial or service vehicles, including lawn tractors, owned or operated by residents within the Lots shall be prohibited unless kept inside garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles on any

Lots shall be prohibited except in garages. This section shall not prohibit the temporary parking of any vehicles for the purpose of loading or unloading at the Lot at which parked, for a period not to exceed twenty-four (24) hours. No cars or other vehicles shall be parked on lawns or yards within the Lots at any time.

Any cars or comparable motor vehicles owned or operated by residents of a Lot shall also be kept inside garages, except that the residents may park in driveways such vehicles which are in regular, daily use. For this purpose, a vehicle shall be considered in regular, daily use if the resident uses the vehicle for travel to and from the Lot at least once every 72 hours.

5.3 Appearance. Each Owner shall be responsible for maintaining the Lot and all its buildings in a neat appearance at all times. This covenant shall apply to all Lots from the date of purchase, regardless of whether a building has been or is in the process of construction. The Owner's obligation shall include, but is not limited to the following:

(a) **Noxious Weeds.** All areas of Lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep the areas free from noxious weeds. All lawns shall be free from noxious weeds.

(b) **General Upkeep.** The Owner shall keep the Owner's Lot and its buildings and other improvements in good order and repair and free of debris, including, but not limited to, the pruning of all trees and shrubbery, the painting or other external care of all buildings and other improvements, and the tasks described in Section 4.6(e), all in a manner and with such frequency as is consistent with good property management.

(c) **Trash.** Trash containers shall be kept inside of garages and may be placed upon the curb only on days of trash collection. No garbage, refuse or cuttings shall be placed upon the curb unless in a suitable container.

5.4 Activities. No noxious or offensive trade or activity may be carried out on a Lot which will become a nuisance to the neighborhood or any other Lot within the Lots. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back or side yards, and shall be reviewed and approved by the ACC. No firearms shall be discharged within the Lots.

ARTICLE VI

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GENERAL PROVISIONS

6.1 **Term.** This Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in any of the Lots for a period of 30 years

after this Declaration is recorded, after which time this Declaration shall automatically stand renewed for successive five year periods unless terminated as provided in Section 6.2.

6.2 Amendment.

(a) While the Developer owns any Lot, the Developer by its sole act shall have the right to terminate or amend this Declaration by an instrument signed by the Developer and recorded with the Dane County Register of Deeds.

(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 then comprising the Lots, shall have the right to amend or terminate this Declaration by an instrument recorded with the Dane County Register of Deeds.

6.3 Invalidation. Invalidation of any one of these covenants or any severable part of any covenant by judgment or court order shall not affect any of the other covenants, which shall remain in full force and effect.

6.4 Exculpation. Except as provided in Section 3.8(b), the ACC shall not be liable for damages to any person submitting a request for approval, or to any Owner, tenant, or mortgagee of any of the Lots or anyone else by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

The ACC's review of plans does not include review for structural soundness or compliance with any applicable building codes and practices. The ACC is not representing that any home or site plan meets any state, federal, county, or local setback requirements, statutes, building codes, or ordinances. The Owner of the Lot and the Owner's builder shall have the sole responsibility to ensure compliance with all such requirements. Neither the Developer nor the ACC shall be liable for any such matters.

6.5 Enforcement Actions. The Developer, the ACC and any Owner shall each 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. 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.

6.6 Zoning and SIP. All Lots are further subject to the applicable zoning laws, ordinances and building codes, and the SIP. In case of any conflict, the more stringent requirement shall govern.

6.7 Notice. Any notice required to be sent to an Owner under this Declaration shall be deemed to have been properly given when mailed in the first class United States mail, postage

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prepaid, to the last known address of the Owner as given in the public real estate tax records at the time of the mailing.

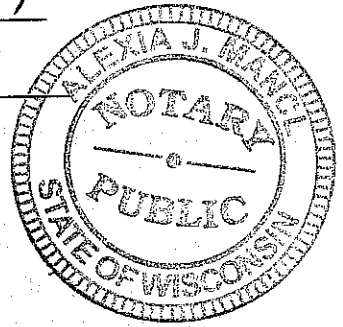
Dated December 23rd, 1999.

RESTON CORP.

By: [Signature]
David M. Roark, Authorized Agent

Signature of David M. Roark authenticated this 23rd day of December, 1999.

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



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

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0710-122 & 013 & 014

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 |
| | | |
| 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 |

EXHIBIT

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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 | 6633 Broad Creek Blvd |
| 77 | 0710-013-2010-1 | 6637 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 |

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| 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 |

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| 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 |
| | | |
| | | |
| 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 |

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| 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

000159

The following additional covenants shall apply only to Lots 1 through 10 and ²⁷~~207~~ through 49 in Reston Heights East.

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.

EXHIBIT C

000160

The following additional covenants shall apply only to Lots 16 through 26 in Reston Heights East:

1. **Use.** The 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 of any proposed duplex and to approve the 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 D

000161

The following additional covenants shall apply only to Lots 12 through 15 and 50 through 55 in Reston Heights East:

1. **Use.** The Lot shall be used only for multi-family housing.
2. **Design and Size of Multi-Family Housing Buildings.** There are no fixed minimum square footages for such buildings. The ACC shall have the right in its discretion to approve the size of any such proposed building and to approve the specific design of any such proposed 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.

