

Document No.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6048104
08/27/2025 01:30 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 38

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR YAHARA ESTATES**

Drafted by and return to:

Attn: Jeff Ruedebusch
RDC Westport Farms, LLC
4605 Dovetail Drive
Madison, WI 53704

See Exhibit "A"

(Parcel Identification Numbers)

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR YAHARA ESTATES**

This Declaration of Protective Covenants, Conditions, Easements and Restrictions for Yahara Estates (the "Declaration") is made this the 25th day of August, 2025, by RDC Westport Farms, LLC, a Wisconsin limited liability company (collectively, hereinafter referred to as "Declarant" or "the Declarant") and/or its successors and assigns.

WHEREAS, Declarant is the owner of real property which is generally legally described as Lots 1 - 38, inclusive, and Outlots 1, 2, 4, 5 and 7, within the Plat of Yahara Estates located in the Town of Westport, Dane County, Wisconsin, and such real estate is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and Declarant desires to build thereon a planned development with housing units and shared common property (the "Development"); and

WHEREAS, Declarant desires to provide for the maintenance and enhancement of property values and amenities in said Development, and for the preservation of the properties and improvements thereon, as well as, for the preservation of said Development's distinctive style, and to prevent the erection, or maintenance of poorly designed or constructed improvements; and

Document No.

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR YAHARA ESTATES**

Drafted by and return to:

Attn: Jeff Ruedebusch
RDC Westport Farms, LLC
4605 Dovetail Drive
Madison, WI 53704

See Exhibit "A"

(Parcel Identification Numbers)

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR YAHARA ESTATES**

This Declaration of Protective Covenants, Conditions, Easements and Restrictions for Yahara Estates (the "**Declaration**") is made this the 25th day of August, 2025, by RDC Westport Farms, LLC, a Wisconsin limited liability company (collectively, hereinafter referred to as "**Declarant**" or "**the Declarant**") and/or its successors and assigns.

WHEREAS, Declarant is the owner of real property which is generally legally described as Lots 1 - 38, inclusive, and Outlots 1, 2, 4, 5 and 7, within the Plat of Yahara Estates located in the Town of Westport, Dane County, Wisconsin, and such real estate is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and Declarant desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

WHEREAS, Declarant desires to provide for the maintenance and enhancement of property values and amenities in said Development, and for the preservation of the properties and improvements thereon, as well as, for the preservation of said Development's distinctive style, and to prevent the erection, or maintenance of poorly designed or constructed improvements; and

WHEREAS, to the above end, Declarant desires to subject said real property to the covenants, conditions, easements, restrictions, assessments, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has thought it desirable for the efficient maintenance and preservation of the values of said Development to create an Association to which should be delegated and assigned the powers and obligations of owning, maintaining and administering the Common Property and facilities, as set forth below, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges as hereinafter or in the future created or established, and promoting the health, welfare and recreation of the Development's residents. Declarant will incorporate Yahara Estates Homeowners Association, Inc., a non-stock Corporation, under the laws of the State of Wisconsin (the "**Association**") for such purposes; and

NOW, THEREFORE, the Declarant declares that the real property generally legally described as Lots 1 - 38, inclusive, and Outlots 1, 2, 4, 5 and 7, within the Plat of Yahara Estates, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, will and shall be sold, transferred, conveyed and owned subject to the covenants, conditions, easements, restrictions, assessments, charges and liens hereinafter set forth.

PART A
ASSOCIATION MATTERS

A-1) Definitions.

A) "Agreement for Maintenance of Stormwater Management Measures" shall mean and refer to the Agreement for Maintenance of Stormwater Management Measures recorded with the Dane County Register of Deeds on January 2, 2025 as Document No. 6004590, and as described in more detail in Section A-4 of this Declaration.

B) "Association" shall mean and refer to as Yahara Estates Homeowners Association, Inc., and its successors and assigns.

C) "Common Property" includes all those areas located in the Development which are owned (or to be owned) by the Association or are designated by Declarant for the common use of all of the Owners, including those areas to be maintained by the Association as herein described, including Outlots 1, 2, 4, 5 and 7 in the Plat of Yahara Estates and more particularly described in Exhibit "A" attached hereto and also including the easement rights in favor of the Association within the Stormwater Conveyance Easement areas. Common Property may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Declaration and/or in any subsequent transfer by Declarant, and all improvements located on said property, which are intended to be devoted to the common use of all of the Owners and/or in the Development and/or which are to be maintained by the Association as part of the Development. Declarant may, by subsequent transfer, assignment, amendment and/or easement, designate parts of certain private lands within the Development as Common Property, rendering the Association responsible for maintenance thereof, without subjecting the same to the ownership provisions contained in Section A-3 of this Declaration. Any Common Property as owned and/or possessed by the Association will be subject to all existing easements, restrictions, covenants, conditions,

obligations, contracts, agreements, permits, third party rights and/or privileges, wetland and stormwater management areas, improvements, limitations, and other matters of record, including, but not limited to, those disclosed or depicted in the Plat, those described in this Declaration and those assigned to the Association in writing by Declarant.

D) “Committee” shall mean and refer to the Architectural Control Committee as described Section C-1 of this Declaration.

E) “County” shall mean and refer to Dane County, Wisconsin.

F) “Declarant” shall mean and refer to RDC Westport Farms, LLC, a Wisconsin limited liability company and/or its successors and assigns.

G) “Dwelling Unit” shall mean a structure or that part of a structure which is used or intended to be used as a home, residence or sleeping place by one (1) person or by two (2) or more persons maintaining a common household, to the exclusion of all others.

H) “Lot” shall mean and refer to each of Lots 1 - 38, inclusive, within the Plat of Yahara Estates, and the term “Lots” shall mean all of the foregoing described Lots collectively. The term “Property” or “Properties” shall be synonymous with the term Lot.

I) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of Lots 1 - 38, inclusive, within the Plat of Yahara Estates (and collectively as the “Owners”). A purchaser of any of said Lot or Lots by land contract shall be referred to as “Owner” instead of the land contract vendor. Each Owner is also sometimes referred to herein as a “Member” of the Association (and all Owners collectively as the “Members”).

J) “Occupant” shall mean and refer to the occupant of any of the Properties who shall either be an Owner or a lessee.

K) “Outlot” shall mean and refer to each of Outlots 1, 2, 4, 5 and 7 within the Plat of Yahara Estates, and the term “Outlots” shall mean all of Outlots 1, 2, 4, 5 and 7 collectively.

L) “Plat of Yahara Estates” or “Plat” shall mean and refer to the Plat of Yahara Estates recorded with the Dane County Register of Deeds on April 2, 2025 in Volume 62-027A of Plats, Pages 144 - 146, as Document No. 6019104, as corrected by an Affidavit of Correction recorded with the Dane County Register of Deeds on August 22, 2025 as Document No. 6047161.

M) “Stormwater Conveyance Easement areas” shall mean and refer to the following easement areas as shown on the Plat: (i) the Public Stormwater Conveyance Easement areas on Lots 8, 9, 10, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33, 34, 35 and 36, (ii) the Public Utility, Access, and Stormwater Conveyance Easement area on Lots 10 and 11, (iii) the Public Utility & Stormwater Conveyance Easement area on Lots 35, 36 and 37, and (iv) the Private Stormwater Conveyance Easement area on Lot 37 and 38.

N) “Stormwater Management Plan” shall mean and refer to the Stormwater Management Plan materials as described in more detail in Section A-4 of this Declaration.

- O) "Town" shall mean and refer to the Town of Westport, Wisconsin.
- P) "Village" shall mean and refer to the Village of Waunakee, Wisconsin.
- Q) "WDNR" shall mean and refer to the Wisconsin Department of Natural Resources.

A-2) Membership and Voting Rights.

A) **Members.** Declarant will incorporate the Association. Each Owner of a Lot shall automatically become a member of the Association. By acceptance of the Deed or other instrument of conveyance, the Owner(s) of each Lot consent to such Owner's membership in the Association whether or not specified on the deed to the Owner. Membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. The Association shall have authority and the obligation to manage the Common Property. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be Members of the Association. Tenants who are not Owners shall not be Members of the Association. To the extent that Declarant owns any Lot, Declarant shall be a Member of the Association until such ownership terminates.

B) Voting Rights.

1) Each member shall be entitled to one vote for each Lot owned except as set forth in Section A-2(B)(2) below.

2) When there is more than one Owner of a Lot, said Owners shall only be entitled to one collective vote for each Lot. There shall be no fractional votes or voting. When there is more than one Owner of any Lot, the vote attributable to such ownership must be cast unanimously by all the Owners of that Lot, or it shall not be considered for any purpose.

C) **Proxies.** Any Member may vote by proxy. All proxies shall be in writing and signed by the Owner or in cases where there is more than one Owner, by all Owners of the Lot.

D) **Articles of Incorporation and By-Laws.** The purposes and powers of the Association, and the rights and obligations with respect to the Members thereof, shall be governed by the Articles of Incorporation and By-Laws of the Association; provided, however, that such Articles of Incorporation and By-Laws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration.

A-3) Description.

A) **Responsibility for Assessments.** The Association shall annually adopt a budget of common expenses and levy assessments on the Lots, and allocate such assessments equally to each Lot, subject to the other provisions of this Declaration. The budget shall include amounts representing assessments for Common Property maintenance and other expenses, which the Association is permitted to assess to the Owners under this Declaration and the Bylaws for the Association, and may (but need not) include reserves, which in each case shall constitute part of the General Assessments as described

further below. Each Lot's assessment percentage is 2.63157895% ("**Percentage Interest**"). The Association may also levy Special Assessments as described further below.

B) Percentage Interest for Condemnation or Insurance Proceeds. For the purposes of establishing an Owner's percentage of insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner in the Common Property.

C) Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease for a period of time in excess of one (1) year (a "**Lease**") for any Lot shall be deemed to include the Owner's Percentage Interest in the Common Property and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein. The conveyance, encumbrance or Lease of an Owner's Percentage Interest in the Common Property independent of the appurtenant Lot and the conveyance, encumbrance or Lease of an appurtenant Lot independent of the Owner's Percentage Interest in the Common Property shall be prohibited.

D) Ownership.

1) The Common Property shall be initially owned by Declarant until such Common Property is conveyed, transferred or other rights are assigned to the Association as provided below.

2) At the time of conveyance, transfer or other assignment of rights, legal title to a percentage interest in the Common Property shall be deemed conveyed with each lot to an Owner, whether or not specified on the deed to the Owner. Legal title to the percentage interest in the Common Property shall be deemed conveyed with any subsequent conveyance of a Lot whether or not specifically stated. Taxes, assessments or other charges on the Common Property may be divided according to each Owner's Percentage Interest by the taxing authority or may be an assessment by the Association against each of the Lots in an amount equal to the Percentage Interest attributable to such Lot.

3) The Common Property shall be conveyed, transferred or assigned, as applicable, to the Association by Declarant. The Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned or possessed by the Association. General property taxes, assessments and other charges shall be prorated between Declarant and the Association based on the date of conveyance by the Declarant to the Association. The Common Property will be conveyed, transferred or assigned, as applicable, to the Association subject to all existing easements, restrictions, covenants, obligations, contracts, agreements, permits, third party rights and/or privileges, wetland and stormwater management areas and obligations, improvements, limitations, and other matters of record, including, but not limited to, those disclosed or depicted in the Plat, those described in this Declaration and those assigned to the Association in writing by Declarant.

E) Damage or Destruction of Common Property by Owner. In the event any Common Property is damaged or destroyed by an Owner or any of his or her guests, lessees, tenants, licensees, agents or member(s) of his or her family, including pets, said Owner does hereby irrevocably

authorize the Association to repair said damage. The Association shall repair and restore any damaged area to its former condition. The amount necessary for said repair shall become a special assessment upon the Lot of said Owner.

A-4) Maintenance of Common Property

A) Maintenance Requirements.

1) Responsibility for Common Property. The Association shall provide for the care, operation, management, maintenance, repair and replacement of the Common Property, and shall keep the Common Property maintained in a good condition.

2) Compliance with Laws and Obligations. The Association shall be responsible for, and comply with, all applicable laws, ordinances, rules, regulations and permit requirements related to the Common Property. The Association shall be responsible for, and comply with, all duties and obligations under any easements, restrictions, covenants, obligations, contracts, agreements, approvals (and in any approved plans), and permits relating to the Common Property, including, without limitation, those relating to the wetlands on the Common Property and those relating to the maintenance of stormwater management facilities and improvements on the Common Property.

3) Stormwater Management Obligations and Wetland Obligations on the Outlots (Outlots 1, 2, 4, 5 and 7) and on the Stormwater Conveyance Easement Areas after the Initial Development Work by Declarant on the Outlots. In addition to the other covenants, restrictions and obligations provided for in this Declaration and otherwise of record affecting the Outlots and the Stormwater Conveyance Easement areas, the Association's management and maintenance of the Outlots and the Stormwater Conveyance Easement areas, and the use of the Outlots by the Association and the Owners after the initial development work by Declarant on the Outlots and on the Stormwater Conveyance Easement areas, shall be subject to the following covenants and restrictions, which shall be enforceable by the Association, and also enforceable by the County and/or by the Town, as applicable:

- a) The Association is responsible for maintaining and keeping in good condition and operation, and repairing and replacing when needed, the stormwater management basins, swales, culverts, inlets, drain tiles, pipes, outlets, manholes, observation wells, clean-outs, equipment, facilities and other stormwater management elements as initially developed by Declarant within the Outlots and within the Stormwater Conveyance Easement areas, and in the condition that such improvements and facilities are depicted and described in the Stormwater Management Report for Yahara Estates, in the Yahara Estates Erosion Control Plan and in the final Yahara Estates Construction Plans as approved by, and on file with, the Town (collectively, the "Stormwater Management Plan").
- b) The Association is responsible for the obligations under the Agreement for Maintenance of Stormwater Management Measures entered into by Declarant and the County (Dane County Land & Water Resources Department) and recorded with the Dane County

Register of Deeds on January 2, 2025 as Document No. 6004590 (the “Agreement for Maintenance of Stormwater Management Measures”), which Agreement for Maintenance of Stormwater Management Measures will be assigned to (and is assumed by) the Association along with the conveyance of the Outlots by the Declarant to the Association. This Agreement for Maintenance of Stormwater Management Measures provides for the maintenance, repairing and replacing of stormwater management measures located on the Outlots and within the Stormwater Conveyance Easement areas, including, without limitation, the Bio-Retention Basins, Storm Sewer Systems, Wet Detention Ponds, Infiltration Basins, and all associated culverts, swales, inlets, drain tiles, pipes, outlets, manholes, observation wells, clean-outs, equipment, facilities and other stormwater management elements, and further including the periodic inspections, cleaning and record keeping as described in the Agreement for Maintenance of Stormwater Management Measures.

- c) The Town and the County, and their respective agents and contractors, may enter any of the Outlots and any of the Stormwater Conveyance Easement areas for the purpose of inspecting any of such Outlots and Stormwater Conveyance Easement areas to determine compliance with the Stormwater Management Plan and the Agreement for Maintenance of Stormwater Management Measures, and if the required maintenance has not been performed, but only after notice from the Town and/or the County to the Association (and after the opportunity to cure as provided for in the Agreement for Maintenance of Stormwater Management Measures), then the Town and/or the County may perform any required maintenance for the Outlots and the Stormwater Conveyance Easement areas so they are again compliant with the Stormwater Management Plan and the Agreement for Maintenance of Stormwater Management Measures, and the Town’s and/or the County’s costs may be charged to the Association and/or to the Owners through real estate tax assessments).
- d) There shall be no dredging, filling, excavating, mining, logging, drilling, or removal of any topsoil, sand, gravel, rock, minerals, or other materials within the Outlots except in compliance with all applicable Town, County, state (including WDNR) and federal ordinances, rules, regulations and permit requirements, including, without limitation, those relating to the delineated wetland areas on Outlot 1 and Outlot 2.
- e) There shall be no dumping of trash, plant materials or compost, ashes, garbage or other unsightly or offensive material, especially

including no dumping of any hazardous or toxic material nor waste, on any of the Outlots.

- f)** The hydrology of the delineated wetland areas on Outlot 1 and Outlot 2 will not be altered in any way or by any means including pumping, draining, diking, impounding or diverting surface or ground water into or out of the delineated wetland areas on Outlot 1 and Outlot 2.
- g)** All agricultural uses are prohibited (e.g., plowing, tilling, haying, cultivating, planting or other agricultural activities) on the Outlots. This does not include native seed production activities, mowing (including mowing trails and paths), planting, or herbicide use conducted by the Association in compliance with the Agreement for Maintenance of Stormwater Management Measures and in compliance with all applicable Town, County, state (including WDNR) and federal ordinances, rules, regulations and permit requirements.
- h)** Trees and other vegetation within the delineated wetland areas on Outlot 1 and Outlot 2 shall not be disturbed except in compliance with all applicable Town, County, state (including WDNR) and federal ordinances, rules, regulations and permit requirements.
- i)** The Association is responsible for compliance with all applicable Town, County, state (including WDNR) and federal ordinances, rules, regulations and permit requirements relating to the Outlots, including, without limitation, those ordinances, rules, regulations and permit requirements relating to wetlands.

4) Maintenance of Monument Signs. The Association is obligated to maintain any Monument Signs for the Yahara Estates subdivision on Outlot 4 and/or Outlot 5 (if constructed), along with any surrounding plantings and landscaping, and such maintenance shall include electrical charges (if any), sign repair and maintenance of the landscaping including mowing of all lawns and grass areas.

5) Maintenance and Preservation of Trees. The Association is obligated to maintain, and preserve to the extent possible, all of the trees on the Outlots, including, without limitation, the trees planted by Declarant on Outlot 2, Outlot 5 and Outlot 7 (including, for the trees planted by Declarant on Outlot 2, Outlot 5 and Outlot 7, the replacement of such trees when necessary, and with an equivalent tree or trees of the same size as originally planted by Declarant and being a minimum of 2" caliper at 6" from the roots).

6) Maintenance of Mailboxes. The Association is obligated to maintain the cluster mailboxes on Bald Eagle Circle and Cooper Hawk Drive, and any associated improvements, paving and landscaping, and such maintenance shall include the periodic ice and snow removal, and any

repairs and replacements, and such cluster mailboxes and associated improvements shall be part of the Common Property.

7) Management Company. In order to carry out its maintenance obligations, the Association may, but shall not be obligated to, enter into a contract with a reputable property management company or management companies (each the “**Management Company**”), pursuant to which contract the Management Company shall assume any or all of the maintenance obligations of the Association as provided herein.

8) Common Expenses. Any and all expenses incurred by the Association, and/or by any Management Company on behalf of and pursuant to its contract with the Association, in connection with the management and maintenance of the Common Property and/or administration of the Association, including amounts appropriate to fund reserves for future expenses, shall be deemed to be common expenses (“**Common Expenses**”), including, without limitation, any management fees charged by any Management Company.

B) Assessments.

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments (“**General Assessments**”) against each Lot beginning on January 1, 2027 for the purpose of maintaining a fund from which Common Expenses may be paid. General Assessment may (but need not) include reserves for the purpose of funding future expenditures for improvements, repairs and/or replacements to the Common Property (or any part thereof or any improvements therein, including for the costs of any facilities or personal property being part of the Common Property), or for any other purpose for which the Association and/or the Management Company may determine reserves are necessary or appropriate. The General Assessments against each Lot shall be assessed according to their Percentage Interests in the Common Property. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear annual interest at a rate of twelve percent (12%) until paid and, together with interest, collection costs, and reasonable attorneys’ fees, shall constitute a lien on the Lot on which it is assessed.

2) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, may, whenever necessary or appropriate, levy special assessments (“**Special Assessments**”) against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements, repairs and/or replacements to the Common Property (or any part thereof or any improvements therein, including for the costs of any facilities or personal property being part of the Common Property), or for any other purpose for which the Association and/or the Management Company may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Development. A Special Assessment may also be imposed against a particular Lot where an Owner of such Lot has failed to satisfy certain obligations specifically provided for in this Declaration. Special Assessments shall be paid at such time and in such manner as the Association or the Management Company may determine. Any Special Assessment or installment not paid when due shall bear annual interest at a rate of twelve percent (12%) until paid and, together with the interest, collection costs and reasonable attorneys’ fees, shall constitute a lien on the Lot on which it is assessed.

3) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, shall have the right to collect all General Assessments and Special Assessments, and such sums shall constitute a lien on such Lot. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of Ownership. The Association or the Management Company, on behalf of and pursuant to its contract with the Association, may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lots. Any such foreclosure action may be brought at the Association election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable.

C) **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not release the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment(s) as to payments which become due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or proceedings in lieu thereof shall relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

D) **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Declaration in excess of the amount therein set forth.

PART B

CONDITIONS, COVENANTS, RESTRICTIONS AND NOTICES

B-1) **Applicability.** The following provisions in this Part B shall apply to all Lots and Outlots as described in Exhibit "A" and such other lots or outlots as may, in the future, be subjected to this Declaration, as the same may be amended from time to time, by Declarant in the sole exercise of Declarant's discretion.

B-2) **Land Use And Building Type.** Only the following designated uses for Lots and Outlots shall be permitted:

A) Lots 1 - 38 in the Plat shall only be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family Dwelling Unit. Each Dwelling Unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined herein. The size of a Dwelling Unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter.

B) Unless otherwise permitted by the Committee, the minimum size of a Dwelling Unit, excluding the square footage of any garage, to be constructed the Lots shall not be less than 1,800 square feet.

C) No mobile homes or manufactured homes shall be permitted on any Lot unless approved by the Committee.

D) No buildings or other structures shall be permitted on any Outlot unless approved by the County, the Town and the Village.

E) Outlot 1 will be owned by the Association as part of the Common Property, and shall be used open space, green space and other private purposes, including for wetland maintenance purposes, and maintained and managed by the Association. Part of Outlot 1 contains delineated wetlands and the use of such wetlands are subject to governmental rules, regulations and permit requirements, including, without limitation, the wetlands rules, regulations and permit requirements imposed by the WDNR and the U.S. Federal Government. As noted on the Plat, Outlot 1 may be conveyed to a public body (government body) at a future time and for public purposes, and in the event that Outlot 1 is conveyed to a public body or any other party, and not owned by either the Declarant or the Association, then upon such a conveyance Outlot 1 will no longer be subject to the terms and conditions of this Declaration.

F) Outlot 2 will be owned by the Association as part of the Common Property, and shall be used for stormwater management purposes, open space, green space and other private purposes, including for wetland maintenance purposes, and maintained and managed by the Association. Part of Outlot 2 contains delineated wetlands and the use of such wetlands are subject to governmental rules, regulations and permit requirements, including, without limitation, the wetlands rules, regulations and permit requirements imposed by the WDNR and the U.S. Federal Government.

G) Outlot 3 has or will be dedicated to the public for stormwater management and storm sewer purposes as shown on the Plat, and is not subject to the terms and conditions of this Declaration.

H) Outlot 4 will be owned by the Association as part of the Common Property, and shall be used for stormwater management purposes and for open space, green space and other private purposes, and maintained and managed by the Association. A monument sign may also be constructed by Declarant, and maintained by the Association, on Outlot 4.

I) Outlots 5 and 7 will be owned by the Association as part of the Common Property, and shall be used for stormwater management purposes and as open space (as a buffer between Kennedy Drive and Lots 34 - 38), and maintained and managed by the Association. A monument sign may also be constructed by Declarant, and maintained by the Association, on Outlot 5.

J) Outlot 6 has or will be dedicated to the public for stormwater management and storm sewer purposes as shown on the Plat, and is not subject to the terms and conditions of this Declaration.

K) Cooper Hawk Drive (formerly known and shown on the Plat as Prairie Street), Bald Eagle Circle (formerly known and shown on the Plat as Eagle Circle) and Copper Court (including the cul-de-sacs) are dedicated to the public for right-of-way purposes. These public rights-of-ways shall

be improved in accordance with and agreement or agreements entered into between Declarant and the Town.

L) Uses, other than the uses set forth in this section B-2, shall not be permitted on the Lots without the prior written approval of the Committee.

M) Uses, other than the uses set forth in this section B-2, shall not be permitted on the Outlots without the prior written approval of the Association.

B-3) Restrictions and Covenants on Certain Lots. The following restrictions and covenants apply to the use of the following Lots:

A) Certain Lots (and identified on the Plat with circled lot numbers) are subject to the restriction of having a minimum lowest opening elevation as follows:

(i) Lots 1 and 2 are restricted to have a minimum lowest opening elevation of 865.75’;

(ii) Lots 8, 9, 10, 11, 12, 18, 19 and 20 are restricted to have a minimum lowest opening elevation of 864.3’;

(iii) Lots 21 and 22 are restricted to have a minimum lowest opening elevation of 865.3’;

(iv) Lots 23, 24 and 25 are restricted to have a minimum lowest opening elevation of 867.3’;

(v) Lots 26 and 27 are restricted to have a minimum lowest opening elevation of 868.5’;

(vi) Lots 28, 29, 30 and 31 are restricted to have a minimum lowest opening elevation of 869.8’;

(vii) Lots 32 and 33 are restricted to have a minimum lowest opening elevation of 870.6’;

(viii) Lot 34 is restricted to have a minimum lowest opening elevation of 870.4’;
and

(ix) Lots 35, 36, 37 and 38 are restricted to have a minimum lowest opening elevation of 877.7’.

The elevations stated above are based on the North American Vertical Datum of 1988 (12a) Adjustment (NAVD 88)(12a). No building opening below the applicable minimum elevation for a Lot as stated above may be constructed by an Owner on any of the Lots as stated above.

B) Lot 1 in the Plat has a 75' Wetland Setback along the north portion of the Lot 1 as shown on the Plat, and no building or other structure, nor any impervious improvements, are permitted within this 75' Wetland Setback area, unless a change is made to the wetland delineation as approved by WDNR and other applicable governmental agencies. The portion of Lot 1 within the 75' Wetland Setback shall be maintained by the Lot Owner as a vegetated area and in compliance with all applicable Town, County, state (including WDNR) and federal ordinances, rules, regulations and permit requirements.

C) Lots 20 and 21 in the Plat have a 75' Wetland Setback along southeast portions of these Lots as shown on the Plat. No building or other structure, nor any impervious improvements, are permitted within this 75' Wetland Setback area, unless a change is made to the wetland delineation as approved by WDNR and other applicable governmental agencies. The portion of each Lot within the 75' Wetland Setback shall be maintained by the Lot Owner as a vegetated area and in compliance with all applicable Town, County, state (including WDNR) and federal ordinances, rules, regulations and permit requirements.

D) Lots 28, 29, 30 and 31 in the Plat have a 75' Wetland Setback along southeast portions of these Lots as shown on the Plat. No building or other structure, nor any impervious improvements, are permitted within this 75' Wetland Setback area, unless a change is made to the wetland delineation as approved by WDNR and other applicable governmental agencies. The portion of each Lot within the 75' Wetland Setback shall be maintained by the Lot Owner as a vegetated area and in compliance with all applicable Town, County, state (including WDNR) and federal ordinances, rules, regulations and permit requirements.

E) Lots 32 and 33 in the Plat have a 75' Wetland Setback along the southeast portions of these Lots as shown on the Plat. No building or other structure, nor any impervious improvements, are permitted within this 75' Wetland Setback area, unless a change is made to the wetland delineation as approved by WDNR and other applicable governmental agencies. The portion of each Lot within the 75' Wetland Setback shall be maintained by the Lot Owner as a vegetated area and in compliance with all applicable Town, County, state (including WDNR) and federal ordinances, rules, regulations and permit requirements.

B-4) Architectural Control. No building (Dwelling Unit) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. There shall be a variation in building elevations on adjacent Lots. The Lots identified with circled lot numbers on the Plat must have its lowest opening elevation for any building above the minimum lowest opening elevation as stated in Section B-3(A) above, and the lowest opening elevation for any building must be shown on the construction plans submitted to the Committee. Approvals by the Committee shall be as provided below. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within any Lot except where approved in writing in advance by the Declarant or the Committee (and then also in compliance with the Town ordinances and the Village zoning ordinances).

B-5) Landscaping and Driveways. The landscaping to be installed, and maintained, on all Lots must meet or exceed the minimum number of points for foundation plantings and cumulative total

landscaping points (including foundation planting points) as set forth hereafter as described in Exhibit "B" attached hereto and incorporated herein by reference. The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "C" attached hereto and incorporated herein by reference. The structure and the minimum landscaping requirements shall be completed within twelve (12) months after issuance of a building permit. Any landscaping previously installed by the Declarant on a Lot may or may not meet the minimum number of required points (however, landscaping previously installed by the Declarant on a Lot may be counted toward minimum number of required points for such Lot). However, for any Lot where a tree or trees were planted by the Declarant, the Owner of such Lot shall maintain (and replace, when necessary, with an equivalent tree or trees of the same size as originally planted by Declarant and being a minimum of 2" caliper at 6" from the roots). All driveways shall be of concrete and shall be installed within nine (9) months after substantial completion of the Dwelling Unit. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within any Lot except where approved in writing in advance by the Declarant or the Committee (and then also in compliance with the Town ordinances and the Village zoning ordinances). All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition, as well as any easement area landscaping maintenance as is required under this Declaration. If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot as a special assessment against said Lot in accordance with the terms of Section A-4(B)(2) above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

B-6) Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks, portable moving and storage containers, mini storage or on-site storage containers (collectively, without limitation by reason of enumeration "**Equipment**"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles, moving trucks and/or portable moving containers in a drive area and for the purpose of loading or unloading for a period not to exceed five (5) days is permitted. No commercial vehicles, including trucks, semi-trailers, trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage.

B-7) No Further Subdivision of Lots or Outlots. After the recording the Plat, no platted Lot or Outlot may be further subdivided into smaller lots or parcels, nor may any lot-line be moved or removed, without first obtaining the written approval of the Town and the Village. Further, if the Town and the Village provide their written approval to any such further subdivision or lot-line adjustment, then the prior written approval of the Association shall also be required for any such further subdivision or lot-line adjustment.

B-8) Construction On Adjoining Lots. Except for the easements and restrictions expressly described herein or in the Plat, no provision of the Declaration shall broadly be construed to prohibit the construction of a residential dwelling or private garage partially on one Lot and partially on an adjoining Lot without regard to side yards between adjoining Lots, provided that all such Lots are owned by the same person or persons.

B-9) Easements Affecting Lots.

A) No structure, planting, or other materials shall be placed or permitted to remain within any easement of record (an “**Easement**”), including those Easements as shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water or the direction of such flow through the Easement or through such other drainage channels or swales that may have been created by the Plat or otherwise. The Easements located on each Lot and all improvements and landscaping therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association, a public authority or utility company is responsible. No building or other structure, nor any impervious improvements, are permitted within any Stormwater Conveyance Easement areas. Grading and slopes have been developed by Declarant within the Stormwater Conveyance Easement areas, including, but not limited to, stormwater drainage basins, swales, drain tiles, pipes, manholes, observation wells, equipment, facilities and other stormwater management elements, and shall not be modified nor otherwise disturbed by any Lot Owner; provided, however, the Owner of each Lot which is encumbered by a Stormwater Conveyance Easement area shall be responsible for mowing any grassy areas on such Owner’s Lot that are not otherwise required to be maintained by the Association in accordance with the Agreement for Maintenance of Stormwater Management Measures, including, without limitation, the Association maintaining the stormwater management basin within the Stormwater Conveyance Easement areas on Lots 37 and 38 and the Association maintaining the stormwater facilities partially located within the Stormwater Conveyance Easement areas on Lots 19 and 20. The Association, including its directors, officers, contractors, consultants and other agents, are hereby granted the right and easement to enter the Stormwater Conveyance Easement areas and to perform inspections, maintenance, repairs, replacements and any other work as contemplated in this Declaration within the Stormwater Conveyance Easement areas, including, without limitation, the inspections, maintenance, repairs, replacements and any other work necessary to comply with, and perform the obligations under, the Stormwater Management Plan and the Agreement for Maintenance of Stormwater Management Measures.

B) A twenty-five foot (25’) wide Public Utility Easement for Public Water Main and Sanitary Sewer Purposes affects Lots 8 and 9 as set forth on the Plat.

C) A thirty foot (30’) wide Public Stormwater Conveyance Easement affects Lots 8, 9 and 10 as set forth on the Plat.

D) A fifteen foot (15’) wide Public Water Main Easement affects Lots 9 and 10 as set forth on the Plat.

E) A twenty-five foot (25’) wide Public Utility, Access, and Stormwater Conveyance Easement affects Lots 10 and 11 as set forth on the Plat.

F) A fifteen foot (15') wide Public Stormwater Conveyance Easement affects Lots 18 and 19 as set forth on the Plat.

G) A Public Stormwater Conveyance Easement affects portions of Lots 19, 20 and 21 as set forth on the Plat.

H) A Public Stormwater Conveyance Easement affects portions of Lots 28, 29, 30 and 31 as set forth on the Plat.

I) A Public Stormwater Conveyance Easement affects portions of Lots 32 and 33 as set forth on the Plat.

J) A fifteen foot (15') wide Public Stormwater Conveyance Easement affects Lots 33 and 34 as set forth on the Plat.

K) A fifteen foot (15') wide Watermain Easement affects Lot 34 as set forth on the Plat (this Watermain Easement is mostly on Outlot 5, but the south line of the Watermain Easement is approximately one foot (1') inside of (south of) the north lot line of Lot 34).

L) An easement in favor of Wisconsin River Power Company recorded as Document No. 349082, and for a line of electrical towers and wires and including private telephone wires, affects Lot 34 (easement for the existing overhead electrical wires along the northeast portion of Lot 34), which easement was modified by an indenture by and between Wisconsin River Power Company and Wisconsin Power and Light Company recorded as Document No. 584928, and which easement was assigned to American Transmission Company LLC in an Easement Assignment recorded as Document No. 3282842, and which Overhead Electrical Line Easement is set forth on the Plat (and in the assumed maximum width for the easement as stated in the Plat).

M) A twenty foot (20') wide Public Utility & Stormwater Conveyance Easement affects Lots 35, 36 and 37 as set forth on the Plat. No building or other structure, nor any impervious improvements, are permitted within this Public Utility & Stormwater Conveyance Easement.

N) A twenty foot (20') wide Private Stormwater Conveyance Easement affects Lots 37 and 38 as set forth on the Plat.

O) Twelve foot (12') wide Public Utility Easements affect all of the Lots as set forth on the Plat, and are for the use of public and private utilities having the right-of-way to serve the area.

P) All Lots are subject to a non-exclusive easements for drainage purposes which shall be a minimum of five feet (5') in width measured from the property line to the interior of each Lot, and the graded slopes and swales as established by Declarant within such non-exclusive easements for drainage purposes shall be maintained by each Lot Owner; provided, however, that any proposed improvements made within, or which will cross, the non-exclusive easements for drainage purposes shall be as may be approved by the Committee, and shall be permitted after any such an approval.

B-10) Grade, Slope and Swale Areas.

A) The graded slopes and swales as established by Declarant shall remain as permanent unless otherwise approved in writing by Declarant or by the Board of Directors of the Association. Within these slopes and swales, no structure, planting or other material shall be placed or permitted to remain by any Lot Owner, or other activities undertaken by any Lot Owner which may damage or interfere with established slope and swale ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slopes and swales of each Lot and all improvements in them shall be maintained continuously by the Owner of a Lot, at the Owner's sole expense, except for those improvements for which a public authority or utility company is responsible and/or for which the Association is responsible pursuant to this Declaration.

B) In order to control run off, all down spouts and down spout extenders are to drain into a permeable area such as grass or a planting bed.

C) The Association is responsible for the obligations under the Stormwater Management Plan and the obligations under the Agreement for Maintenance of Stormwater Management Measures. In the event of conflict between any other plans and such Stormwater Management Plan and/or the Agreement for Maintenance of Stormwater Management Measures, the Stormwater Management Plan and/or the Agreement for Maintenance of Stormwater Management Measures shall control. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, repair, replacement any/or correction of any drainage condition, and if such drainage condition is caused by the action or inaction of a Lot Owner then such Lot Owner shall be responsible for the costs to correct such a drainage condition.

D) Any disputes relating to drainage swales, drainage or other surface water issues, shall be resolved by the Board of Directors of the Association. The Association shall establish procedures by which such decisions can be heard by the Board of Directors and decided by said Board.

B-11) Notices to Owners. The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in a Lot:

A) The parcel and building to the east of the Development, and with a street address of 5487 N. Blue Bill Park Drive, is a commercial, industrial, manufacturing and distribution facility, and the use of this parcel and building may produce elevated levels of light and/or noise, and may be open and operating 24 hours a day and 7 days a week. By acceptance of a deed to a Lot, each Owner acknowledges and accepts such uses on the parcel and building to the east of the Development, and waives any objections to the same.

B) In addition to the provisions contained herein, all Lots and Outlots, and any improvements thereon, shall be subject to the Town ordinances, the County ordinances, the Village zoning ordinances, as well as all other applicable County, state and federal laws, rules, regulations and permit requirements. The requirements under the Town ordinances, the County Ordinances and the Village zoning ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with the Town ordinances, the County Ordinances and the Village zoning ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the Town ordinances, the County ordinances and the

Village zoning ordinances, where an applicable ordinance is more strict than the provisions contained in this Declaration, the more strict applicable ordinance shall control.

C) Stormwater management areas and wetlands on the Outlots and in the Stormwater Conveyance Easement areas, including any stormwater management basins, swales, culverts, inlets, drain tiles, pipes, outlets, manholes, observation wells, clean-outs, equipment, facilities and other stormwater management elements, are part of the Common Property and the Association is obligated to maintain such stormwater management areas and wetlands, and such maintenance includes, but is not limited to, complying with the Stormwater Management Plan, the Agreement for Maintenance of Stormwater Management Measures and all applicable Town, County, state (including WDNR) and federal ordinances, rules, regulations and permit requirements, and costs for such maintenance shall be an assessment against all of the Lots in accordance with this Declaration.

D) Development sign or signs on Outlot 4 and/or Outlot 5 (for the Yahara Estates subdivision) and any surrounding plantings and landscaping, and including any utility installations connected therewith, as constructed and/or installed by Declarant, if any, shall be deemed a part of the Common Property. The Association is obligated to maintain any such sign or signs and any surrounding plantings and landscaping, and such maintenance shall include electrical charges (if any), sign repair and maintenance of the landscaping including mowing of all lawns and grass areas, and costs for such maintenance shall be an assessment against all of the Lots in accordance with the Declaration.

B-12) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Lots and/or improvements.

B-13) Temporary Structures. No structure of a temporary character, trailer, mobile home, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

B-14) Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the property for sale or rent or signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the Development and/or its Declarant.

B-15) Animals. No farm animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats and/or other household pets may be kept on any Lot, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

B-16) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot. All Owners shall comply with any applicable laws, including any applicable Town and/or Village ordinances, relating to trash, garbage or other waste, including those relating to sorting or recycling.

B-17) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30” and 72” above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-18) Mailboxes. The type and style of the cluster mailboxes to serve the homes (with a box for each home) in the neighborhood will be initially determined by Declarant, and Declarant will provide each Owner with the details for each Owner’s individual box location within one of the cluster mailboxes when they acquire a Lot.

PART C
ARCHITECTURAL CONTROL COMMITTEE

C-1) Membership and Manner of Acting. Declarant shall establish an Architectural Control Committee (the “**Committee**”) consisting of three (3) members. So long as Declarant has title to any Lot subject to this Declaration, the Committee shall be appointed by Declarant. If a resignation shall occur, prior to turning over control of the Committee, then the Declarant may appoint a replacement. In the event of the death of any member of the Committee, prior to turning over control of the Committee, then the Declarant may appoint a replacement. At any time, Declarant may elect to surrender the selection of the members of the Committee to the Association. After Declarant no longer has title to any Lot within the Development or at such earlier time as determined by the Declarant, the initial members of the Committee shall resign and the Board of Directors of the Association shall elect no less than three (3) and not more than five (5) Members of the Association to serve and act as the Committee. The Committee shall act by majority vote of its members. A majority of the Committee may designate a representative to act for it. The Committee appointed hereunder shall serve for the time period specified in Section C-10 of this Declaration. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt.

C-2) Architectural Control. No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, the required initial landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless a complete Architectural Review Application (“**Application**”) in the form attached hereto as Exhibit “D” and plans, specification and plot plans therefore shall have been submitted to and approved in writing by the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for the required initial landscaping, and the grading plan. A copy of such Application and the plans, specifications and plot plans as finally approved shall be deposited with the Committee.

C-3) Plan Review. The Committee shall review said Application, plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation. The Committee shall use the guidelines set forth in this Declaration as an aid in exercising its architectural control responsibilities hereunder, but nothing contained herein or therein shall limit the Committee's discretion to grant variances from or make changes to, the guidelines, as they shall determine in the sole exercise of their discretion.

C-4) Procedure.

A) Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to provide, in writing, approval or disapproval within thirty (30) days after application, plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied.

B) A submission will not be complete, and the thirty (30)-day approval time, as applicable, set forth above shall not commence until all documents required herein have been submitted. All such submissions shall be made to the Committee at the address set forth in this Declaration or to such other address that the Committee may designate.

C) The Committee shall have the sole right to reject any Application and plans which, in the judgment and sole opinion of a majority of its members are not in conformity with this Declaration; or are not desirable for aesthetic reasons; or are not in harmony with buildings located on the surrounding Lots; or are not in conformity with the general purposes of this Declaration.

D) The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

E) The Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as Common Property expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

C-5) Separate County, Town and Village Approval. Matters which require approval of the Committee may also require approval of the County, the Town and/or the Village. Obtaining approval from the Committee and the County, the Town and/or Village, as applicable, is solely the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the

County, the Town and/or the Village, and approval by the County, the Town and/or the Village shall not be deemed approval by the Committee.

C-6) Records. Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address:

Yahara Estates Homeowners Association, Inc.
Architectural Control Committee
c/o RDC Westport Farms, LLC
4605 Dovetail Drive
Madison, WI 53704

C-7) Committee Liability. Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any Owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. The Committee is not responsible for ensuring that the application and plans submitted by an Owner are in compliance with applicable laws, rules, regulations, permit requirements, ordinances or customary and typical building practices. The Committee does not review plans for structural design.

C-8) Indemnification. Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Property expense. Nothing in this Section C-8 shall be deemed an indemnification of such person with respect to such person's status as an Owner, occupant or otherwise.

C-9) Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Declaration if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other houses in the development.

C-10) Successors to the Committee. Declarant may turn over control of the Committee to the Owners in the Association (the Members of the Association) at any time, and shall turn over control when Declarant no longer has any ownership interest in any Lots. At such time as Declarant turns over Committee control, the Association's Board of Directors shall designate not less than three (3) and not more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder. Thereafter, the Association's Board of Directors shall from time to time (when vacancies occur, a term ends or otherwise as necessary) designate a Member or Members of the Association to

serve on the Committee. The Board of Directors shall set the term for each Member of the Association that serves on the Committee, which term can be for a period of months or years, but such term not to exceed three (3) years for each designation (however, a Member may be re-designated to serve on the Committee by the Board of Directors for another term or terms).

PART D
DESIGN GUIDELINES

D-1) Single Family Home Dwelling Units.

A) **Architectural Character.** Architecture within the Development will be developed with a variety of American vernacular architectural styles in mind. These architectural styles, while not a comprehensive list, will offer a unique mixture of styles for the development, and will be applied with proportions and character in mind. The overall character of the development will be created so that the architectural styles are compatible and the overall cohesion of styles will help foster a unique setting without stifling the architectural creativity on the individual building level, creating a varied but integrated community. The following styles are permitted:

Classical	Craftsman	Contemporary	Cottage
English Country	Farmhouse	Four Square	Modern
Prairie	Salt Box	Traditional	Victorian

The requirements as itemized in the following section will be used as applicable to the context of the specific architectural style. Declarant reserves the right to grant variances, in its sole discretion, and the Committee may also grant variances as it deems appropriate. Where Town ordinances and/or Village zoning ordinances are more restrictive, such requirements will govern.

B) Garage.

1) Unless otherwise approved by the Committee, there shall be a minimum of a two (2) car, 20' x 20' garage per dwelling unit.

2) The maximum garage width exposed on the front elevation shall be no greater than fifty percent (50%) of the overall building width.

3) Tandem, split or side entry garages are encouraged for three or more car garages. For three (3) car front entry garages, the third stall must have a minimum setback of the greater of 2' from the two-car garage line or as required by compatible roof design. Overall garage width must comply with zoning and design guideline standards.

4) The garage door style shall be appropriate for the design of the house as approved by the Committee, which in most cases will be a raised panel design painted to match the siding on the house. However, wood flat panel garages may be permitted for certain house styles, such as a modern house style, as approved by the Committee. The use of windows in the door, appropriate to the architectural style, is encouraged. The maximum single garage door size is 8' x 18'.

C) Ornamental Design Elements.

1) Ornamental design elements, such as dormers, shutters, window wrap window grids, gable vents, pilasters, pediments, etc., shall be used in a manner consistent with the overall architectural style of the house and with emphasis on elevations exposed to public space.

2) Window wrap or shutters and window grids are encouraged on the front and other primary elevations facing a public space. Gable vents, minimum 5" horizontal wood or composite trim, and/or eyebrow roofs are expected on front elevation gables greater than 10'-0" in width, unless other equivalent design elements for such elevation are approved by the Committee as consistent with the architectural style of house, and are encouraged on other gables as deemed appropriate by the Committee.

3) Shutters, when used, shall be wood or polystyrene with colors as approved by the Committee or of other material or color as deemed acceptable by the Committee. Panel or louver design shutters may be used as appropriate to house materials and architectural style, as deemed appropriate by the Committee.

4) The window wrap shall be a minimum of 3½" vinyl, wood or composite material, as approved by the Committee, and used with box outs or when part of the standard plan; provided, however, window wrapping may be waived by the Committee in approving the overall design of a house where the absence of window wrapping is offset by other design elements approved by the Committee.

D) Roof/Fascias/Soffits/Eaves.

1) Roof Standards:

- a) Roof design must be consistent with the overall architectural style of the house, including flat or shed roof designs where appropriate, as determined by the Committee. Roof forms and pitches as approved by the Committee on individual styles may not be altered without approval by the Committee.
- b) Roof material shall be Owens Corning Oakridge 30 architectural shingle or equal and in colors as approved by the Committee. Other high quality roof materials may be used as deemed appropriate by the Committee.
- c) Use of an eyebrow roof or projecting gable is required at brick walls not extending into a gable are encouraged, as appropriate, at double gable returns and porch column caps.
- d) Hip roof design, porches or other elements deemed appropriate by the Committee may be used in lieu of specific gable requirements.

2) Fascia, Soffit and Eave Standards:

- a) Fascia shall be 10" minimum natural or hardboard (such as MiraTEC) with colors as approved by the Committee. Aluminum and vinyl fascia are not allowed, unless such fascia has the same visual effect as natural materials and is approved by the

Committee.

- b) Aluminum soffit and eave color shall match fascia.
- c) A minimum 24" overhang is preferred. Smaller or larger overhangs may be approved by the Committee as being consistent with the architectural style of the house, as deemed appropriate by the Committee.

E) Exterior Wall Surfaces.

1) Siding material shall be composite material and/or architectural metal with all such materials to be approved by the Committee. Shingle or vertical board and batten siding is encouraged for accent areas appropriate to the architectural style of the house. Colors shall be approved by the Committee.

2) Windows may be vinyl, vinyl clad, aluminum clad or wood with colors as approved by the Committee.

3) Variation of wall planes on primary elevations is encouraged.

4) Any elevations facing public streets or spaces shall have a minimum of two (2) windows with wrap trim or shutters and window grills as appropriate and one (1) gable vent, unless other equivalent design elements for such elevations are approved by the Committee as being consistent with the architectural style of the house.

5) The use of brick or stone is encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, a soldier course window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

6) Brick or stone material and color selections shall be as approved by the Committee and harmonious with overall neighborhood palette, as well as with the specific house design.

D-2) Other Improvements.

A) **Fences** All fencing must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. All fence material shall be constructed of wood or other material as approved by the Committee. Committee approval does not supersede the need for any municipal approvals or permits.

1) Fencing shall consist of wood or other material as approved by the Committee and shall be stained or painted, and shall consist of the following elements:

- a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
 - b) Posts shall be spaced a minimum of 72” and a maximum of 96” on center. Rails shall be discontinuous and abut into the posts.
 - c) Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot.
 - d) A fencing stain or paint color sample must be submitted to the Committee for approval. Unless referenced on pre-approved color chart.
- 2) Appropriate uses of fencing:
- a) Fencing shall be limited to rear and side yards only.
 - b) Fencing shall meet up with the corners of the house or garage and may not project past the front face of house or garage.
 - c) Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.
 - d) Fencing at side yards of corner lots shall be placed a minimum of 6 inches from the property line (approximately 1 foot from sidewalk) for all zoning classifications.
- 3) Inappropriate use of fencing:
- a) Fencing in front yards shall not be permitted.
 - b) Fencing shall not occur in freestanding segments or be placed arbitrarily.
 - c) Fencing shall not interfere with utility equipment. Utility companies shall be consulted for current requirements and the most restrictive shall apply.

B) Decks. All decks must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. Committee approval does not supersede the need for any municipal approvals or permits.

- 1) Appropriate deck design shall incorporate the following criteria:
- a) Deck(s) shall be proportionate in size to the footprint of the dwelling

- b) Deck(s) shall be proportionate in length and width
 - c) Deck(s) shall not project past the rear or side yard setbacks
 - d) Deck(s) at side yards of corner lots may not project past the corner of the house or garage for that side facing the street.
 - e) Deck(s) must be stained or painted
- 2) Inappropriate deck design:
- a) Deck(s) in front yards shall not be permitted.
 - b) Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.
 - c) Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

C) **Kennels/Runs.** All dog kennels or dog runs must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. Committee approval does not supersede the need for any municipal approvals or permits.

1) Fencing surrounding the kennel or run shall consist of wood and shall be stained or painted, and shall consist of the following elements:

- a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
 - b) Posts shall be spaced a minimum of 72” and a maximum of 96” on center. Rails shall be discontinuous and abut into the posts.
 - c) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run.
 - d) A fencing stain or paint color sample must be submitted to the Committee for approval.
- 2) Appropriate placement of kennels or runs:
- a) Kennel or run shall be limited to rear yard only and shall be adjacent to the house.
 - b) Kennel or run shall meet up with the corners of the house or garage and may not project past the face of house or garage.
 - c) Only one kennel or run is permitted per Lot.
 - d) Kennels must be oriented with the long side parallel to house.

- 3) Inappropriate placement of kennels or runs:
 - a) Kennel or run in front or side yards shall not be permitted.
 - b) Kennel or run shall not occur in freestanding segments or be placed arbitrarily on the lot.
 - c) Kennel or run shall not meet porch or deck corners.
 - d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

D) Accessory Buildings or Structures. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within any Lot except where approved in writing in advance by the Declarant or the Committee (and then also in compliance with the Town ordinances and the Village zoning ordinances).

E) Antennae/Wind Powered Electric Generators. No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot without prior written approval of the Committee.

- 1) Appropriate antennae or satellite dish placement:
 - a) Only one antennae or satellite dish shall be allowed per lot.
 - b) The location of the satellite dish can be any of the following and shall not be visible from the curb directly in front of the house:
 - i. On a pole in the backyard and located close to the house.
 - ii. Attached to the deck.
 - iii. On the rear roof line of the house.
 - c) A satellite dish shall not project past the uppermost roof ridgeline.
- 2) Inappropriate antennae or satellite dish placement:
 - a) Antennae or satellite dish in front or side yards shall not be permitted.
 - b) Antennae or satellite dish shall not interfere with utility equipment.

F) Firewood Storage. No firewood or woodpile shall be kept on any lot unless it is neatly stacked, placed in the rear yard and screened from street view by plantings or a fence first approved in writing by the Committee.

G) Solar Collectors. Solar panels are encouraged and may be installed on the roof of a house, however, any such installation must be first approved in writing by the Committee (and both the

applying Owner and the Committee shall consider the aesthetic and sun reflection effects on neighboring houses).

H) **Lighting.** Exterior lighting installed on any Lot shall either by indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots.

I) **Landscaping Requirements.** Pursuant to Section B-5 of this Declaration, Declarant hereby imposes upon all Lots described in Exhibit "A" attached hereto, and incorporated herein by reference, the requirement that the Owners thereof install landscaping on such Lots which meets or exceeds the minimum number of points for landscaping set forth in Exhibit "B" attached hereto. The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "C" attached hereto and incorporated herein by reference.

PART E **GENERAL PROVISIONS**

E-1) **Term.** This Declaration shall run with the title to the Lots and the Outlots, and shall be binding on Declarant and all Owners and their successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date recorded, after which time said Declaration shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the Owners agreeing to change said Declaration in whole or in part or to terminate the same.

E-2) **Enforcement.** The Declarant (or either one of them if more than one), the Committee or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions, covenants and easements created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. Failure to enforce any covenant, condition, easement or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Committee shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation or (ii) the sum of \$100.00 per day for each day the violation remains outstanding, and plus all costs of collection and enforcement, including actual attorney fees.

E-3) **Severability.** Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

E-4) **Model Homes.** So long as Declarant shall own any Lot in the Development, Declarant shall be permitted to maintain model homes in the Development, including therein a sales office for the purpose of sales and marketing of its houses.

E-5) **Parade of Homes.** So long as Declarant owns any Lot in the Development, Declarant reserves the right to submit any, some or all of said Lots as a site for the Parade of Homes of the Madison Area Builders Association (the "Parade"). In the event that some or all of said Lots are selected as a site for a Parade, this Declaration of Protective Covenants, Conditions, Easements and Restrictions shall, as to the Lots enrolled in the Parade, for a limited period of time ending 48 hours after the conclusion of the Parade, be deemed temporarily altered and modified, to the extent necessary, to permit

the Madison Area Builders Association to hold its Parade in this Development pursuant to the then current Parade Rules and Checklist of the Madison Area Builders Association. All purchasers of Lots, and/or their successors and assigns, shall take title subject to this specific reservation by the Declarant and shall waive all rights to object to violations of this Declaration of Protective Covenants, Conditions, Easements and Restrictions by the Declarant, the Madison Area Builders Association, or any of the builders or participants in the Parade for the period of the Parade as set forth above, including the closing of any public or private streets in the Parade area. All Lot Owners appoint the Declarant their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade.

E-6) Governing Law. This Declaration shall be construed and enforced in accordance with the terms of the laws of the State of Wisconsin. The terms of this Declaration are not intended to replace or affect any applicable laws, ordinances, rules, regulations or permit requirements of the Town, the County or the Village.

E-7) Notices.

A) Notices to Declarant shall be given to Declarant at the following address: RDC Westport Farms, LLC, 4605 Dovetail Drive, Madison, Wisconsin 53704.

B) Notices to an Owner of any Lot within the Development shall be given in care of the street address of the Lot.

C) Any party may change its address by written notice given to the other parties. Party, its successors and/or assigns, may change said addresses by notice properly given hereunder.

E-8) Amendment and Release. At any time until Declarant conveys all of the Lots within the Development, or turns control of the Association over to its Members, whichever occurs first, Declarant may modify, amend, alter and grant variances to this Declaration without the consent of any Owner, any Mortgagee or any other party, including the Association and its Board of Directors. These restrictions or any part thereof may be cancelled, released or amended in writing as to the entire Development or any part thereof (as to any Lots) by the Declarant at any time until Declarant conveys all of the Lots or until the Declarant turns over control to the Committee, whichever comes first. After Declarant has sold all of the Lots, or turns control of the Association over to its Members, whichever occurs first, then this Declaration or any part thereof may thereafter be released, cancelled, amended or waived through a written instrument signed by a group of the Members which own no less than sixty-seven percent (67%) of the Lots and recorded with the Dane County Register of Deeds, and a copy of such written instrument shall be provided to all of the Members.

E-9) No Waiver. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or any other provision of this Declaration.

E-10) Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

E-11) Including. Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

E-12) Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

E-13) Remedies. All remedies herein are cumulative.

Signatures appear on the following page.

**CONSENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

The undersigned Mortgagee, Lake Ridge Bank, hereby consents to the forgoing Declaration of Protective Covenants, Conditions, Easements and Restrictions and agrees that its right, title and interest in and to all of the Lots and Outlots in the Plat of Yahara Estates, and more particularly described in Exhibit "A" attached hereto, shall be subject to the terms thereof.

Dated at Madison, Wisconsin this 26th day of August, 2025.

LAKE RIDGE BANK

By: Jeffrey F. Zwertler
SVP, BUSINESS BANKING

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 26th day of August, 2025, the above named Jeffrey Zwertler, as the SVP Business Banker of Lake Ridge Bank, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Kelsie Hamilton
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: 10-23-2026

EXHIBIT "A"

Legal Description for Lots:

LOTS 1 - 38, INCLUSIVE, WITHIN THE PLAT OF YAHARA ESTATES RECORDED WITH THE DANE COUNTY REGISTER OF DEEDS ON APRIL 2, 2025 IN VOLUME 62-027A OF PLATS, PAGES 144 - 146, AS DOCUMENT NO. 6019104, AND LOCATED IN THE TOWN OF WESTPORT, COUNTY OF DANE, STATE OF WISCONSIN, AS CORRECTED BY AN AFFIDAVIT OF CORRECTION RECORDED WITH THE DANE COUNTY REGISTER OF DEEDS ON AUGUST 22, 2025 AS DOCUMENT NO. 6047161.

Legal Description for Outlots:

OUTLOTS 1, 2, 4, 5, AND 7 WITHIN THE PLAT OF YAHARA ESTATES RECORDED WITH THE DANE COUNTY REGISTER OF DEEDS ON APRIL 2, 2025 IN VOLUME 62-027A OF PLATS, PAGES 144 - 146, AS DOCUMENT NO. 6019104, AND LOCATED IN THE TOWN OF WESTPORT, COUNTY OF DANE, STATE OF WISCONSIN, AS CORRECTED BY AN AFFIDAVIT OF CORRECTION RECORDED WITH THE DANE COUNTY REGISTER OF DEEDS ON AUGUST 22, 2025 AS DOCUMENT NO. 6047161.

Parcel Identification Numbers:

Lot 1	066/0809-222-4001-0
Lot 2	066/0809-222-4012-0
Lot 3	066/0809-222-4023-0
Lot 4	066/0809-222-4034-0
Lot 5	066/0809-222-4045-0
Lot 6	066/0809-222-4056-0
Lot 7	066/0809-222-4067-0
Lot 8	066/0809-222-4078-0
Lot 9	066/0809-222-4089-0
Lot 10	066/0809-222-4100-0
Lot 11	066/0809-222-4111-0
Lot 12	066/0809-222-4122-0
Lot 13	066/0809-222-4133-0
Lot 14	066/0809-222-4144-0
Lot 15	066/0809-222-4155-0
Lot 16	066/0809-222-4166-0
Lot 17	066/0809-222-4177-0
Lot 18	066/0809-222-4188-0
Lot 19	066/0809-222-4199-0
Lot 20	066/0809-222-4210-0
Lot 21	066/0809-222-4221-0
Lot 22	066/0809-222-4232-0
Lot 23	066/0809-222-4243-0
Lot 24	066/0809-222-4254-0
Lot 25	066/0809-222-4265-0

Lot 26	066/0809-222-4276-0
Lot 27	066/0809-222-4287-0
Lot 28	066/0809-222-4298-0
Lot 29	066/0809-222-4309-0
Lot 30	066/0809-222-4320-0
Lot 31	066/0809-222-4331-0
Lot 32	066/0809-222-4342-0
Lot 33	066/0809-222-4353-0
Lot 34	066/0809-222-4364-0
Lot 35	066/0809-222-4375-0
Lot 36	066/0809-222-4386-0
Lot 37	066/0809-222-4397-0
Lot 38	066/0809-222-4408-0
Outlot 1	066/0809-222-4419-0
Outlot 2	066/0809-222-4430-0
Outlot 4	066/0809-222-4452-0
Outlot 5	066/0809-222-4463-0
Outlot 7	066/0809-222-4485-0

EXHIBIT "B"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
Lots 1 - 38	350	700

EXHIBIT “C”
Landscaping Elements

Elements	Point Schedule
A) <i>Small Shade Trees (balled and burlaped)</i> (1.5”-2” caliper at 6” from the roots)	50
B) <i>Medium Shade Trees (balled and burlaped)</i> (2”-3” caliper at 6” from the roots)	100
C) <i>Large Shade Trees (balled and burlaped)</i> (3”-4” caliper at 6” from the roots)	150
D) <i>Extra-Large Shade Trees (balled and burlaped)</i> (4” + caliper at 6” from the roots)	200
E) <i>Ornamental Trees (balled and burlaped)</i> (1.5”-2” caliper at 6” from the roots)	50
F) <i>Small Evergreen Trees</i> (3’ to 4.5’ when planted)	25
G) <i>Medium Evergree Trees</i> (5’ to 6.5’ when planted)	50
H) <i>Large Evergreen Trees</i> (7’ + when planted)	100
I) <i>Evergreen Shrubs</i> (18” minimum diameter)	20
J) <i>Small Deciduous Shrubs</i> (18” to 35” in diameter)	10
K) <i>Medium Deciduous Shrubs</i> (35” to 60” in diameter)	15
L) <i>Large Deciduous Shrubs (balled and burlaped)</i> (60” or greater in diameter)	25
M) <i>Decorative Retaining Walls</i> (Points are per face foot. Boulders, timbers, and stones only – no concrete walls included.)	10
N) <i>Paver Stone Walks, Paths or Patios</i> (Points per square foot – no driveways included.)	1
O) <i>Planting Beds</i> (Points per square foot – must be decorative stone or mulch.)	1

The final point totals must consist of a balanced variety of the listed elements acceptable to the Architectural Control Committee. Existing vegetation, trees and shrubs may be included in the point totals if they are properly protected and maintained during the construction process and located as such on the landscape plans submitted to the Architectural Control Committee for approval.

EXHIBIT "D"

ARCHITECTURAL REVIEW APPLICATION

1. Owner(s): _____
2. Property Address: _____
3. Mailing Address (if different): _____
4. Lot #: _____
5. Contact Phone Number: _____
6. Email Address: _____
7. General description of improvements or alterations being submitted: _____

8. Estimated starting date: _____
9. Estimated completion date: _____
10. Owner(s) hereby acknowledge they are familiar with the Declaration of Protective Covenants, Conditions, Easements and Restrictions (the "Declaration"), as well as any amendments thereto.
11. Owner(s) hereby acknowledge and agree to honor all deadlines, if any, for completion of improvements referenced herein as established by the Architectural Control Committee (the "Committee").
12. Owner(s) agree to store construction materials on the above referenced property only, and will bear the cost of repairing any damages caused to any such other areas for non compliance.
13. Owner(s) agree to remove all unused materials from public view within seven (7) days following the completion of any work.
14. Owners hereby acknowledge in the event the Committee fails to approve or disapprove within thirty (30) days after the application and related documents requiring approval have been submitted, the application will be deemed denied. Submission will not be complete, and the thirty (30) day approval time shall not commence, until after all documents required herein have been submitted.
15. Owners agree to construct improvements as approved by the Committee and submit any changes prior to construction.

REQUIRED EXHIBITS AND SUPPORTING DOCUMENTATION

The documents listed below must accompany all application for Committee approval. Failure to submit the proper documents to the Committee will be considered incomplete and will be returned as unapproved.

1. Paint or stain colors: A sample of the color(s) intended to be used; along with existing paint colors on the house that will remain unchanged must be provided. Note: A photo of existing paint colors is an acceptable alternate to samples of existing colors

2. Finish materials: A written description and/or sample of all finish material to be used for the exterior must be provided.

3. Site plan or plot plan: A site plan or plot plan, drawn to scale, showing the exact location and dimension of the proposed improvements or alternations, including the orientation with respect to the property lines, easements and set-backs, must be provided for all applications, including, but not limited to, for any driveways, decks, patios, walls, fences and any other structural additions to the house. Please note if this document is not included with an application, the application will be returned to you for re-submission.

4. Architectural drawings and/or plans: Complete detailed architectural drawings or plans must be provided for any house, including, but not limited to, for any decks, fences and/or structural addition to the house, as well as, surrounding landscaping or topography changes proposed. Additionally, for the Lots identified on the Plat with circled lot numbers, the architectural drawings and/or plans shall provide the minimum lowest opening elevation of the house (which must be above the minimum lowest opening elevation for such Lot as stated in Section B-3(A) of the Declaration.

5. Additional exhibits: Additional exhibits may be required in order to permit adequate evaluation of the proposed changes. Feel free to contact the Committee for guidance prior to submission of application if in doubt.

6. Please mail or deliver the signed application and supporting documents to: Yahara Estates Homeowners Association, Inc., Architectural Control Committee (ACC), c/o RDC Westport Farms, LLC, 4605 Dovetail Drive, Madison, WI 53704.

OWNER SIGNATURE _____ Date _____

OWNER SIGNATURE _____ Date _____

COMMITTEE APPLICATION REVIEW

Approved: _____ Not Approved: _____ Conditionally Approved: _____

Conditions or Explanation, If Any: _____

