

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE MEADOWS AT KETTLE PARK WEST**

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

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**Return Address:**

Kettle Park West, LLC  
c/o Forward Development Group, LLC  
161 Horizon Drive, Suite 101A  
Verona, WI 53593-1249

**PIN:**

See attached Exhibit A

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MEADOWS AT KETTLE PARK WEST (this "Declaration") is made by Kettle Park West, LLC, a Wisconsin limited liability company ("Developer"), effective as of the date of recording of this Declaration with the Dane County Register of Deeds (the "Effective Date").

**RECITALS:**

A. Developer is the fee simple Owner of all of the following real property, situated in the City of Stoughton, Dane County, Wisconsin (collectively, the "Subdivision"):

Lots 1 through 27 and Outlots 1 and 2 of Block 1; Lots 1 through 38 and Outlots 1 and 2 of Block 2; Lots 1 through 7 of Block 3, Lots 1 through 11 of Block 4; Outlot 1 of Block 5, Lots 1 through 12 of Block 6; Lots 1 through 14 and Outlot 1 of Block 7; Lots 1 through 14 and Outlot 1 of Block 8; Lots 1 through 4 of Block 9; and Lots 1 through 7 of Block 10; all located within The Meadows at Kettle Park West, as recorded on October 8, 2020, in the office of the Dane County Register of Deeds, Volume 61-036A, pages 195-202, Document No. 5646491;

Lots 1 through 8 and Outlot 1 of Block 1; Lots 1 through 4 of Block 2; Lots 1 through 6 of Block 3 and Outlot 1 of Block 4; all located within Kettle Park West-The Meadows Addition, as recorded on October 8, 2020, in the office of the Dane County Register of Deeds, Volume 61-035B, pages 192-194, Document No. 5646490; and

Lot 1, Outlot 1 and Outlot 2 of Certified Survey Map No. 15514 recorded on October 6, 2020, in the office of the Dane County Register of Deeds, Volume 112, pages 52-56, Document No. 5645437.

B. Developer declares that the Subdivision shall be held, sold, occupied, conveyed and transferred subject to the covenants, conditions and restrictions set forth in this Declaration.

## ARTICLE 1 DEFINITIONS

1.1 The following definitions shall be applicable to this Declaration:

(a) “*Association*” shall mean the Meadows at Kettle Park West Homeowners Association, Inc., a Wisconsin nonprofit, nonstock corporation, the members of which shall be all Owners of Lots in the Subdivision.

(b) “*Association Insurance*” shall mean all policies of insurance maintained by the Association under this Declaration.

(c) “*Board*” or “*Board of Directors*” shall be the governing body of the Association, elected according to the Bylaws.

(d) “*Bylaws*” shall mean the bylaws of the Association as adopted by the Board.

(e) “*Common Areas*” shall have the meaning assigned in Section 3.1 below.

(f) “*Common Improvements*” shall mean all of the improvements that may be owned and maintained by the Association from time to time that are located within Common Areas, including, all signs generally identifying the Subdivision; storm water detention or infiltration ponds or other storm water management facilities for which the Association is responsible (but not any storm water facilities that have been dedicated to the City); common mailboxes; landscaping and landscaping berms; walking paths and multiuse trails, if any; and any other improvements made by the Association within the Common Areas (see Section 3.1 below).

(g) “*Declaration*” shall mean this Declaration of Covenants, Conditions and Restrictions for The Meadows at Kettle Park West, as may be amended from time to time.

(h) “*Design Review Committee*” or “*Committee*” shall mean the Design Review Committee established under Article 5.

(i) “*Developer*” shall mean Kettle Park West, LLC, a Wisconsin limited liability company, and its successors and assigns.

(j) “*Development*” shall mean the Property subject to this Declaration.

(k) “*Director*” shall mean a member of the Board.

(l) “*Lot*” or “*Lots*” shall mean the platted lot or lots set forth in the Plats.

(m) “*Mortgage*” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.

(n) “*Mortgagee*” shall mean the holder of a Mortgage.

(o) “*Municipality*” shall mean the City of Stoughton.

(p) “*Occupant*” shall mean the Owner and any other person residing on or occupying a Lot.

(q) “*Outlots*” shall mean an outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.

(r) "Owner" or "Owners" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to a platted Lot within the Property, except that as to any such Lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

(s) "Plat" or "Plats" are each of the following plats recorded with the Register of Deeds: (i) the Plat of The Meadows at Kettle Park West; and (ii) Kettle Park West-The Meadows Addition

(t) "Register of Deeds" shall mean the office of the Register of Deeds for Dane County, Wisconsin.

(u) "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

(v) "Single-family Lot" shall mean all of the Lots identified on Exhibit B as a "Single-family Lot," each of which is intended to the construction of a single-family residence as the principal use of the Lot.

(w) "Subdivision" shall mean all Lots, Outlots and Common Areas as shown on the Plats, as may be hereafter amended or supplemented.

(x) "TND Lot" shall mean all of the Lots identified on Exhibit B as a "TND Lot," each of which is intended to the construction of a single-family residence as the principal use of the Lot, which Lots are subject to additional traditional neighborhood design requirements as set forth in this Declaration.

## **ARTICLE 2 HOMEOWNERS ASSOCIATION**

2.1 Administration; Obligations of the Association. The Developer shall establish the Association to administer the Subdivision and this Declaration. The Association shall adopt Bylaws for its governance. In the event of any conflict between the Bylaws and this Declaration, this Declaration shall control. Until the establishment of the Association, all powers of the Association shall be exercised by Developer. The Association may take title from time to time of real property within the Subdivision or outside of the Subdivision for the purpose of providing common areas for the use and benefit of the members.

2.2 Membership and Voting. Each Owner shall be a member of the Association. In the Association, one vote shall be appurtenant to the ownership of each Lot. Where more than one person holds an Ownership interest in any Lot, all persons holding such interest shall be members, but such Lot shall have nonetheless have only one vote. The consent or agreement of a majority of the Owners of any such Lot shall be deemed to be the consent or agreement of the Owner of any such Lot. No Owner shall be permitted to vote if more than thirty (30) days delinquent in payment of any amount due to the Association.

2.3 Board of Directors. The affairs of the Association shall be managed by a Board of Directors established pursuant to the Bylaws. The Board shall have such duties, powers and responsibilities as are set forth in this Declaration, in the Association's articles of incorporation, and its Bylaws, as amended from time to time. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants with respect to the use and maintenance of all Common Areas and Common Improvements.

2.4 Control of Association. Until such time as the Developer no longer has any interest in any Lot in the Subdivision, the Developer shall have the right to control the Association, appoint and remove directors, and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers. Once the Developer no longer has any interest in any Lot in the Development, the Board

shall be selected by the members of the Association in the manner set forth in its Bylaws. Notwithstanding the foregoing, the Developer may elect to waive its rights to control the Association and relinquish control of the Association to the Owners at any time.

2.5 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days' notice without payment of any penalty.

2.6 Approvals. Owner proposals requiring Association approval under this Declaration (except for such matters that specifically require review and approval by the Design Review Committee as set forth elsewhere in this Declaration) shall be submitted in writing to the Board with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (i) freedom and safety of access and convenience to other areas of the Subdivision; (ii) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (iii) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out-of-pocket charges for professional advice and a standard review fee.

### **ARTICLE 3 COMMON AREAS AND IMPROVEMENTS**

3.1 Ownership of Common Areas/Outlots. Any area within the Subdivision that is explicitly intended to provide a common benefit to all of the Lots within the Subdivision, or any other property acquired collectively by all of the Unit Owners and/or the Association, shall be deemed to be "Common Areas." The Association shall have the right to exclusive management and control of all Common Areas and Common Improvements. The Developer shall have the right, but not the obligation, to convey the Outlots to the Association, whereupon the Outlots shall be considered part of the Common Areas. Where title to any Common Areas or Common Improvements are not held by the Association and have not been dedicated to the Municipality, each Owner shall be deemed to have a fractional undivided interest in the Common Areas and Common Improvements, the numerator of which shall be one and the denominator of which shall be the total number of Lots subject to this Declaration. All deeds and other conveyances of any Lot in the Subdivision shall be deemed to include this fractional undivided interest in said Common Areas and Common Improvements, whether or not specifically stated in any such deed or other conveyance.

3.2 Easement for Enjoyment. Subject to the provisions of this Declaration, all Common Areas shall be held for the benefit of all Owners. Each Owner shall have an equal, undivided right to the use and enjoyment of such Common Areas, subject to the right of the Association to establish reasonable rules for the use of such Common Areas.

3.3 Maintenance. The Association shall have the duty to maintain all Common Areas and Common Improvements in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members. Notwithstanding the foregoing, each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants.

3.4 Alleys serving the TND Lots. The following provisions shall apply to the alleys serving the TND Lots (the "Alleys"), notwithstanding anything to the contrary set forth in Article III above or elsewhere in this Declaration:

- i. *Trash and Recycling.* The location of any trash and recycling receptacles within the Alleys shall be subject to the Rules. All trash and recycling receptacles must be removed from the alleys within 24-hours after collection services occur, unless as otherwise specified in the Rules. Any common receptacles furnished by the Association for the benefit of Owners of TND Lots shall be assessable only against the Owners of TND Lots entitled to such services.
- ii. *Mailboxes.* Mailboxes for TND Lots may be clustered at one end of an Alley or clustered at various locations along a publicly dedicated street. Location and placement of the cluster mailbox units is at the sole discretion of the United States Postal Service.
- iii. *Maintenance.* All maintenance (including snow removal), repair and replacement of Alleys shall be the responsibility of the Association as a common expense, provided, however, that such expenses shall be assessable only against the Owners of TND Lots.

#### **ARTICLE 4 ASSESSMENTS**

4.1 Creation of Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any Lot within the Property, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments in the amount and manner hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the Lot (but not any Outlot) against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due and payable. Assessments shall be determined, established and collected as set forth in this Article 4.

4.2 Budget; Annual Assessments. In December of each year, the Board shall determine a budget for the next calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of Common Areas, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation and any financial and/or legal assistance to be provided to the Board. Such budget shall be approved by a majority vote of the Board on or before the last day of December each year. The annual budget shall allocate the budgeted assessments equally to each Lot, subject to the limitations herein.

4.3 Special Assessments. In addition to the general assessments contemplated under Section 4.1 above, the Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment may be levied and (b) special assessments or fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may also impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under this Declaration, and other administrative matters.

4.4 Declaration of Assessments. The Board shall declare annual assessments due and payable no later than January 31 of each year. The Board shall notify each Owner of the action taken by the Board, the amount of the annual assessment against the Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid; by email, if the Lot Owner provides the Association a valid email address; or be personally delivered to the Owner. As each individual Lot is sold by the Developer, the Lot Owner shall pay, at closing, a prorated annual assessment for the remainder of the calendar year.

4.5 Collection of Assessments. In the event any assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board may, in its discretion, file a claim for a maintenance lien against the Lot for which payment is not made, and upon compliance with the

provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such Lot. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject Lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his Lot.

4.6 Developer's Obligation to Pay Assessments. Notwithstanding anything to the contrary set forth herein, Lots not yet sold by Developer shall not be subject to assessments until such time as the Developer turns over control of the Association to the Owners; provided, however, that during the period that Developer controls the Association, the assessment against any Lot not owned by Developer shall not exceed the amount set forth in the budget per Lot (excluding any portion of Assessments to fund reserves). The Developer shall be liable for paying the balance of expenses contemplated by the budget.

4.7 Statements. Within ten (10) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any.

4.8 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

## **ARTICLE 5 ARCHITECTURAL CONTROLS**

5.1 Architectural Control. No building or other improvement shall be erected, placed or Significantly Altered on any Lot until its construction plans and specifications shall have been approved in writing by the Design Review Committee. The term "Significantly Altered" shall mean any remodeling, addition or improvement that increases the square footage of the existing improvements by more than fifteen percent (15%) within a three (3) year period (for example, three separate improvements of five percent within three years). No activity regulated by this Article 5 shall be commenced prior to the date on which the Design Review Committee approves or is deemed to have approved the proposed Drawings for such improvement. The failure of the Design Review Committee to approve, object or conditionally approval within sixty (60) days after submittal of the complete Drawings and payment of any review fees shall be deemed Design Review Committee approval. If the Design Review Committee objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the Design Review Committee with the required revisions. Each time an Owner so submits the Drawings, the Design Review Committee shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the Design Review Committee's approval of the Drawings, the improvements described therein shall be constructed in substantial accordance with the approved Drawings. Drawings for a proposed residence may be rejected by the Design Review Committee because of similarity in appearance to other residences in close proximity.

5.2 Design Review Committee. Developer shall establish a Design Review Committee consisting of three (3) members who shall have the duties as set forth in this Article 5. Unless the Board elects to appoint a separate Design Review Committee as may be permitted by the Bylaws, the Design Review Committee members shall be the same three (3) individuals as constitute the Board. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. Buildings and other improvements installed by Developer, or existing on the date hereof, shall not be subject to any of the terms and conditions contained in this Article 5.

5.3 Minimum Floor Area Requirements. The Subdivision consists of a mixture of "Single-family Lots" and "TND Lots," as depicted on the map attached hereto as Exhibit B. Minimum floor area

requirements shall apply to all residential buildings erected on any Lots subject to this Declaration, as follows:

<u>Lot/Residence Type</u>	<u>Minimum Size</u>
Single-family Lot, one-story residence	1,600 square feet
Single-family Lot, split-level residence	1,800 square feet
Single-family Lot, multi-story residence	2,000 square feet
TND Lot	1,200 square feet

For purposes hereof, "multi-story" includes homes referred to as one and a half story, two-story, split-level or tri-level. The type of residence and the number of square feet shall be determined on a uniform basis by the Committee and shall not include basement, attic, garage, porch or patio areas in the computation. For the purposes of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages, and basements, even if the basements are finished, shall be excluded.

#### 5.4 Design Standards.

(a) *Architectural Style.* Building design shall reflect a specific architectural style. Design and craftsmanship shall be of high quality and be comprised of timeless, elegant, authentic, natural materials and architectural detailing commonly associated with specific architectural styles. Architectural styles shall be consistent with commonly recognized styles and may include, but are not limited to: Craftsman, Prairie/Four Square, Farmhouse, Tudor, Shingle, Cape Cod, Arts & Crafts, Victorian, Georgian, Classical, Canterbury, and other styles that resemble traditional Midwestern vernacular.

(b) *Building Elevations.* The architecture shall be well-proportioned and be designed with an emphasis on the street-facing elevations. Four-sided architecture is encouraged. Exterior materials, colors, and architectural details should wrap building corners and continue on the balance of the building facades. To limit monotony within the streetscape, the Committee shall ensure that a variety of architectural styles and color packages are provided for homes in proximity to one another. Elevations will be considered dissimilar when they exhibit significant changes of roof forms, window patterns, massing, porch/entry conditions, material allocations and architectural style.

(c) *Exterior Materials and Finishes.* All portions of front elevations must incorporate the use of one or more of the following required materials: wood siding and trim (fiber cement may be included if the same as wood in appearance), brick, or stone (cultured stone may be included if the same as stone in appearance). Buildings shall comply with the following:

(i) The front elevation of each dwelling constructed on a Single-family Lot shall be required to have a minimum coverage of 40% using the materials identified in subparagraph (c) above. This requirement may be waived by the Committee provided that such homes are held to a higher level of design standard and material use, including, but not limited to, the use of shutters, front porch detail, accent corners, dentils, moldings and window grills. Notwithstanding the foregoing, there is no minimum coverage *requirement* for the front elevation of dwellings constructed on TND Lots, though the Owners of such dwellings are nonetheless *encouraged* to incorporate the materials identified in subparagraph (c) above.

(ii) Minimum 40% coverage shall be calculated using the total amount of material measured in square feet as the numerator, divided by the total area of the front facade, the side returns and the sides of extensions and protrusions as the denominator.

(iii) Other materials, including synthetic stucco (EIFS), aluminum siding, vinyl siding and other composites shall be acceptable as accent elements provided that a portion of the elevation include natural materials as described herein.

(iv) The type and detail of natural material included shall be dictated by the architectural style proposed and as approved by the Committee.

(v) Synthetic stucco (EIFS) shall be limited in use as a secondary element, unless designed to appear as natural brick or stone material.

(vi) Use of T1-11 siding is prohibited.

(d) *Exterior Colors.* Color packages shall be developed with consideration for a variety and compatibility within the development and the surrounding community. Colors shall be consistent with traditional paint colors found in the Municipality and Midwest vernacular and comply with the following:

(i) Approved color schemes shall feature a harmonious range of color blends and shading.

(ii) Synthetic stucco areas shall range from off-white to light browns and light warm grays.

(iii) Complimentary trim and siding colors with slight variations in contrast

(iv) Subtle third color accents, in traditional colors, appropriate for the style chosen.

(e) *Roof Pitch.* The building shall have a minimum roof pitch of not less than a 6/12 pitch as viewed from any adjoining street, except that the pitch requirements may be reduced, in the judgement of the Committee, for cases in which the house is of a "Prairie" or other appropriate architectural design style. Roofs over porches and garages shall have a minimum pitch of 3.5:12. Building roofs shall be designed with a minimum eave of 12 inches.

(f) *Roof Materials.* Roofs shall have dimensional architectural shingles. Standard 3-in-1 shingles are not permitted. Metal roofing material may be allowed with approval by the Committee. To the extent practicable, plumbing, HVAC and other roof vents, unless continuous ridge vents, shall be placed in locations that are not visible from any adjoining street.

(g) *Building Trim.* Corner boards, window and door trims, shutters, band boards, and moldings shall be used to differentiate and enhance individual styled elevations. Entries shall receive additional emphasis and detail. Flush rakes and long expanses of flat wall planes are not allowed. Gutters, downspouts and splash blocks are required and shall be included with each elevation design, in a style compatible with the architecture of the structure. Building trim shall comply with the following:

(i) Corner boards, trim and door/window surrounds on all facades

(ii) Side and rear elevations fully exposed to public ways or R.O.W. shall incorporate the same materials and accent materials used on the front building elevation for at least 40% of the surface.

(iii) Building trim shall consist of finished natural wood, cementitious fiber, wood fiber, molded millwork or shall be wood clad in prefinished vinyl or .025 or heavier aluminum, provided it has the same visual effect as natural materials. Except for homes



on TND Lots, building fascia trim shall be a minimum of 10" in nominal width. Building fascia trim for homes on TND Lots shall be a minimum of 6" in nominal width. Trim shall be placed around all exterior doors and windows and shall be a minimum of 4" in nominal width. Trim shall be placed above overhead garage doors and on the corners of the building and shall be a minimum of 6" in nominal width.

(h) *Chimneys.* All chimneys shall be fully enclosed with the same siding material, brick, stone or manufactured stone as predominantly used on the building from grade to within 6" of the bottom of the chimney cap. Through-roof chimney projections shall be of masonry or clad of the same predominant siding material as that of the building. Direct vent fireplace enclosures may not be placed on the exterior of the building unless the enclosure terminates under an uninterrupted soffit, is placed on the rear of the building or is placed behind an offset in the building so as not to be visible from the front yard. When considering whether to approve the placement of direct vent fireplace enclosures, the Committee may consider any emission or noise impact to existing structures on adjoining Lots.

(i) *Gutters and Downspouts, and Rain barrels.* Gutters and downspouts shall match or be compatible with trim colors, or shall be comprised of copper, stainless steel or painted black. Rain barrels should be of a neutral color compatible with the house color and must be a commercially available item designed for the intended use of storing harvested rainwater. Use of discarded metal or plastic containers is not permitted.

(j) *Foundation Wall Exposure.* Brick or stone veneer is required to be placed on the exposed portions of the foundations on the front and on both sides of the building where foundation is exposed more than six (6) inches.

(k) *Windows.* Windows, except transom windows, shall have a vertical sash dimension equal to or greater than the horizontal sash dimension. Windows shall have grills with a pattern consistent with the architectural style of the building.

(l) *Exterior Doors.* Door styles and colors should be used in such a way as to emphasize the front entry and de-emphasize the garage and /or service doors. Wood, insulated metal, fiberglass and quality hardboard materials are acceptable. A variety of door styles and colors are encouraged. Front entry doors shall be energy efficient and appropriate to the architectural theme of the home. Muntins, sidelights, special shades and window detail shall be encouraged where appropriate for the style chosen. Trim wraps are required around all doors. All exterior doors, including overhead garage doors and entrance doors, shall be of a raised panel or carriage style design. No plain or flat exterior doors (including overhead garage doors) shall be permitted.

(m) *Deck and Porch Columns.* Decks attached to residential dwellings should be proportionate to the size of the footprint of the dwelling and large enough to be usable and must be built with appropriate materials which can be exposed to the weather. A useable deck or porch is defined as having a minimum depth of 6'-0" and a minimum width of 8'-0". Enclosed screened porches are acceptable if designed as a part of the exterior and are built from materials consistent with the rest of the building. Except for buildings on TND Lots, deck and screened porch columns and / or posts shall be a nominal 6" x 6" minimum (or trimmed to such a dimension) and receive cap and base trim of at least 4" and 6" nominal width. Deck and screen porch columns and/or posts for homes on TND lots shall include porch posts, or porch balustrades, when provided, at a nominal 2"x2" square wood at a maximum of six inches (6") on center, and newel posts that are of the same design as the base of the column posts. In all cases, decks and porches shall comply with the following:

- i. wood deck trim, painted or stained to be compatible with the building finishes, oriented to the rear of the building;

- ii. deck handrail systems simple in design and reflective of the building style and character;
- iii. dominant entry porches and rear screen porches shall fit the architectural style of the building;
- iv. decks are not allowed in front yards. Decks at side yards of corner lots may not project past the corner of the home or garage for that side facing a street; and
- v. a zoning approval or building permit from the Municipality prior to construction of decks or porches.

(n) *Sloping Grades.* The Committee may require Lots with significant grades to have partially exposed basements to allow for a more natural transition between residences. Exposed basement or foundation walls shall be covered with material consistent with the overall architecture of the residence.

(o) *Driveways.* Driveways shall be paved within twelve (12) months of Owner's receipt of an occupancy permit for Owner's Lot with a hard surface material acceptable to the Committee and the Municipality. All driveways serving dwellings constructed on Lots within Blocks 1, 2, 6, and 7 of the Meadows at Kettle Park West plat must provide for a minimum of two (2) parked vehicles without either vehicle encroaching on the alley.

(p) *Garages.* Each residence on a Lot must have an attached garage, and such garage must contain not less than two (2) nor more than four (4) automobile garage stalls. Any street-facing building façade that includes the overhead garage door(s) must be set further back, or even, with the front façade of the building. Exceptions may be made if there is some other design element which makes the layout acceptable to the Committee such as a side-loaded garage or an exceptional overhead garage door design. Within Blocks, 1, 2, 6, and 7 of the Meadows at Kettle Park West plat, the door(s) providing vehicle entry into the garage must be setback no less than 25-feet from the back of the alley curb.

## 5.5 Procedures.

(a) *Drawings Required.* An Owner desiring to construct a building or otherwise construct any improvements on a Lot shall submit to the Committee, for its written approval, Lot development plans, including construction plans and specifications for all improvements, as well as a site plan showing the location of all proposed improvements. The Committee may appoint a qualified designee to conduct the initial review of submissions and make recommendations to the Committee. The items submitted to the Committee or the Committee's designee shall include:

(i) Construction drawings that include all typical industry accepted architectural details for all buildings, structures, fences, walls and other improvements;

(ii) Elevation drawings of any buildings, structures, fences, walls and other improvements, identifying all finishes and architectural details;

(iii) Proposed finishes of any buildings, structures, fences, walls and other improvements including the manufacturer, model, style and color of all materials and major architectural elements, including building entry doors, overhead garage doors and windows;

(iv) A detailed site plan showing the building footprint and driveway, the location of all structures with respect to topography, the finish grade elevations of the top of the building's foundation structure, top and bottom of all retaining walls, lowest building

opening, be it a door or window, and garage floor(s) and the proposed water drainage patterns;

(v) All exterior lighting, including location and manufacturer, model, style and color of the proposed fixtures;

(vi) Detailed landscape plans and specifications which shall show trees and prairie to be removed, existing trees, their species, size and location, and the size and location of proposed trees, shrubs, fences, berms, walls, patios, family gardens, bedding plantings, and other landscape materials (the plan shall show the percentage of cleared trees and /or prairie space).

(vii) Such other materials as the Committee may deem necessary that are reasonably related to the Committee's review.

A submission will not be complete and the approval time set forth below shall not commence until all documents required in this Section 5.7 have been submitted to the Committee. All such submissions shall be to the appointee of the Committee (or, if the Committee ceases to be active, then to the Association's Board, which shall act as the Committee), together with any applicable fee required under Section 2.5. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans with revisions that satisfy the conditions. The Committee's decision shall be in writing. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within thirty (30) days of the resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are approved, then the Owner of the Lot shall construct the improvements materially in accordance with the submitted development plans. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality, aesthetic appearance or expense of the construction as previously approved shall be deemed to be material changes.

(b) *Standard of Review.* It is the intent of this Declaration to create reasonable architectural and use standards that are enforced in a reasonable manner. In reviewing any submission under this Declaration or in any enforcement action, the Committee, the court or an arbitrator shall interpret and enforce this Declaration in a manner that will impose a reasonable result, balancing the impact and cost to the Owner and the impact and cost to the Subdivision. Notwithstanding the foregoing, the Committee may not disapprove of any reconstruction of any building or other improvements on any portion or portions of a Lot following a casualty loss if reconstruction is substantially similar to the prior construction that was damaged.

(c) *Budget; Fees.* The costs of operating the Committee shall be assessed by the Association as common expenses, except as permitted below. The Committee may, but need not require, payment of a review fee in connection with the submittal of any drawings pursuant to a written policy. 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 treasurer of the Association.

5.6 Variances/Waivers. In appropriate circumstances, the Committee may, in the exercise of its discretion, waive any of the design standards set forth in Section 5.4 or may grant variances on an individual basis to such standards and may approve deviations in floor area requirements in Section 5.3 by up to ten percent (10%). Any such Committee action must be express and in writing. The Committee may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such

standard. Any variance granted hereunder may be granted subject to conditions and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The Committee may waive any standard as above even in the absence of an "unnecessary hardship"; judicially determined standards for granting variances under zoning regulations shall not apply to the Committee.

5.7 Compliance with Applicable Laws. Matters which require approval of the Committee may also require approval of the Municipality. Obtaining approval from the Committee and from the Municipality is solely the responsibility of the Owner desiring approval. Approval of Drawings by the Committee shall not be deemed approval by the Municipality and approval by the Municipality shall not be deemed approval by the Committee.

5.8 Liability of Committee; Indemnification. Neither the Developer nor the Committee (nor its individual members) shall be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans and specifications, whether or not defective; (ii) the construction or performance of any work by an Owner, whether or not pursuant to approved plans and specifications; (iii) the development of any property within the Development; (iv) the granting of any waiver or variance; and (v) the negligence of the Developer or Committee while exercising its duties on this Article 5. 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 or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense.

5.9 Construction Timeline. An Owner, other than the Developer, shall commence construction within twelve (12) months of date of closing for the purchase of said Lot. Commence construction shall be defined as having installed the foundation of the single-family detached dwelling on the Lot. Construction of all buildings shall be completed within nine (9) months after issuance of a building permit for the respective building. Landscaping (including finish grading, sodding, seeding and plantings) and installation of driveway shall be completed, in accordance with the approved landscaping plan, within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the Owner, the Developer, or its designated Committee, shall have the right, but shall not be obligated, to extend in writing the deadline as set forth above. However, any one extension shall not obligate the Developer or its designated Committee to issue further or other extensions. If the Owner fails to meet the deadline as set forth above, then upon thirty (30) days' notice to the Owner, the Developer or its designated Committee shall have the right, but shall not be obligated, to enforce specific performance, in addition to all other remedies contained herein, including, without limitation, the maximum daily fine allowed under Section 11.1 below.

## **ARTICLE 6 GRADING AND LANDSCAPING**

6.1 Master Grading Plan. The grade elevations of a Lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding Lots, nor influence the storm water flows over and around said Lot or adjacent Lots. Final grades of a Lot must conform to grading plans approved by the Municipality. No Owner or Occupant shall alter the finish grade from grades shown in the grading plans approved by the Municipality. No earth, rock, gravel, or clay shall be excavated or removed from any Lot within the Property without the approval of the Design Review Committee. The approved project construction documents shall be used to determine the required designed finished floor elevations and lowest opening elevations. In the event of a conflict between any plans submitted to or approved by the Committee and the storm water management plan or master grading plan approved by the Municipality for the Subdivision, the plan approved by the Municipality shall control. The Developer, the Municipality, the

Association and/or their agents, employees or independent contractors shall each have the right to enter upon any Lot at any time upon reasonable notice to the Owner for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Owner shall be provided with written notice of any drainage condition requiring maintenance or correction and given thirty (30) days to cure such condition before the Developer or the Association will rectify such condition at Owner's cost, however such notice and opportunity to cure shall not be required for the Municipality to take action.

6.2 Existing Vegetation. The existing vegetation of each Lot subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Committee. In the event such vegetation is removed or destroyed without approval, the Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

6.3 Required Landscaping.

(a) Landscaping of each Lot is hereby required in order to enhance the architectural design of the home and to provide year-round seasonal interest along all four sides of the building. Each Owner must provide to the Committee for review and approval, either: i) a landscape plan designed by a landscape architect, or ii) a plan and worksheet completed by the Owner, consistent with the sample plan attached hereto as Exhibit C, indicating the landscape planting selections made by the Owner. Unless otherwise approved by the Committee, all landscape plantings shall be selected from and at minimal installation sizes as noted per Exhibit C and shall be appropriate for the specific site layout and building's solar orientation. According to ordinances adopted by the Municipality, as may be amended from time to time, Single-Family Lots require 40% landscape surface and TND Lots require 30% landscape surface. Additionally:

(i) Front and side yards must be sodded, except that the Developer or the Committee, whichever is then applicable, may permit the front yard and side yard to be seeded where weather conditions permit and appropriate alternative materials and practices are employed, at their discretion.

(ii) Rear yard areas which are not sodded must be seeded.

(iii) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the Lot or Outlot Owner(s). Complete visual screening of the front, rear or side of any Lot or Outlot is prohibited without approval of the Developer or the Committee, whichever is then applicable.

(iv) All landscaping plants shall be planted within forty-five (45) days of occupancy of the residence, or upon completion of construction, whichever occurs first, except that trees, shrubs and other plants are not required to be planted during the winter months when the ground is frozen, but shall be planted as soon as weather conditions permit.

(b) The Committee shall approve, disapprove or approve subject to stated conditions the landscaping plan for all Lots. The decision of the Committee shall be in writing. If the Committee disapproves the landscaping plan, the Owner shall be required to submit a revised plat for further consideration by the Committee. The Committee is authorized in its sole discretion to grant variances from any provision of this Section 6.3 provided such variances are, in the discretion of the Committee, consistent with the spirit and intent of this Declaration.

## ARTICLE 7 RESTRICTIONS ON USE AND OCCUPANCY

7.1 Permitted Uses. Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for: (i) incidental use of a Lot for personal business conducted by mail or electronic communications which does not burden other Lots in the Subdivision by frequent deliveries or visits by business service providers or customers; (ii) sale of Lots, subject to other provisions of this Declaration, the Bylaws and any Rules related thereto; or (iii) establishment of offices by Developer, Developer's designee or its or their agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the Board. Notwithstanding the foregoing, the Developer may continue to use lands owned or leased by Developer for agricultural purposes until such Lot or Lots are developed.

7.2 Accessory Structures. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property, except that in the case of an in-ground swimming pool, a visually suitable accessory building or structure ancillary to such in-ground pool may be approved in writing in advance by the Design Review Committee. Any such accessory building shall be designed and built with materials consistent with the architectural design of the principal structure.

7.3 Antennas and Satellite Dishes. Except to the extent that this prohibition is limited by federal or state law or regulations, no exterior antennas, aerials or satellite dishes of any kind shall be permitted within the Lot unless approved in writing in advance by the Design Review Committee, and in compliance with the Municipality's ordinances. The Design Review Committee may condition approval on dish location and screening. Generally, any proposed satellite dish or exterior antenna must be located at the rear of the building and must be inconspicuously placed.

7.4 Basketball Play Equipment. Permanently or temporarily installed basketball play equipment shall be permitted in the front yard of each Lot adjacent to the driveway or affixed to the face of the garage. All permanent installations of basketball play equipment will require prior approval of the Design Review Committee and shall be subject to the following minimum standards:

(i) Poles shall be steel, fiberglass or aluminum and may be either surface bolted or direct bury.

(ii) Poles shall be manufactured by Spalding, Huffy, Wilson, First Team, Barbarian, Bison, Elite, Goalsetter, Goalrilla or brands of equal quality. Pole heights may be adjustable or fixed. Wood poles are not allowed.

(iii) Backboards may be acrylic, composite board, glass, polycarbonate or steel in widths ranging from 36" to 54". Backboards shall be manufactured by Spalding, Huffy, Wilson, First Team, Barbarian, Bison, Elite, Goalsetter, Goalrilla or brands of equal quality and shall be fully furnished and weather resistant.

(iv) Poles, attachments, backboards and all other components shall be kept in good working order, free from rust and maintained. Any weathered, damaged or otherwise unusable basketball play equipment shall either be repaired or removed y no later than June 1st of any year.

7.5 Environmental Matters. Each Owner and Occupant shall comply with all applicable Rules, governmental statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any hazardous substances, pollutants or contaminants.

7.6 Fences. All fencing must comply with all applicable governmental regulations (including the requirement to obtain any necessary building or zoning permits) and must be approved by the Design Review Committee prior to installation. The Committee shall make the final determination on what fencing will be permitted and the location, composition and height of all fencing, taking into consideration the following:

- i. fencing shall be limited to rear and side yards only;
- ii. fencing shall abut the corners of the home or garage, and may not project past the front façade of the home or garage;
- iii. only one fence is permitted along adjoining properties. Corners of fences along adjoining properties shall intersect at common corners; and
- iv. at side yards of corner lots, fencing may not project past the front yard setbacks of the adjacent lot of the side facing the street, or not past the side yard setback if all adjacent lots do not face streets.

7.7 Lot Maintenance: Appearance. All areas of Lots not used as a building site or lawn or under cultivation as a garden shall be kept free from noxious weeds. All Lots, and all buildings and other improvements shall be kept in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

7.8 Mailboxes. The Subdivision is required by the U.S. Postal Service to utilize Cluster Box Units (CBU), which is a pedestal-mounted mailbox unit designed to provide a number of mailboxes in one location. All CBUs within the Subdivision shall be deemed to be Common Improvements. The mailbox layout for the Development, the current version of which is attached hereto as Exhibit D, is subject to change based on future review and approval by the U.S. Postal Service.

7.9 Manufactured and Prefabricated Construction. No building previously erected elsewhere may be moved onto any Lot, except new prefabricated construction or historically significant structures, which shall require the written approval of the Design Review Committee.

7.10 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas that is immoral, improper or offensive in the opinion of the Board or which is in violation of this Declaration, the Bylaws, or Rules. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio-visual equipment.

7.11 Obstructions. No playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas except as the Board permits by Rule.

7.12 Outdoor Storage. Outdoor storage of any kind is prohibited, including but not limited to wood piles, recycling bins, trash bins, landscape debris, compost piles, outdoor/seasonal furniture, and items of a similar nature.

7.13 Parking: Vehicles. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage. Owners shall use their best efforts to store vehicles in garages. When more vehicles are actively used by household members, the vehicles shall be parked in driveways and not on the street. Parking of commercial or service vehicles owned or operated by residents within the Property, whether on Lots or in the public street within the Property, is prohibited unless such vehicles are kept in a garage. This section shall not prohibit the temporary parking or storage of such vehicles for the sole purpose of loading or unloading such vehicles at

the Lot at which parked, for a period not to exceed forty-eight (48) hours. No cars, boats or other vehicles shall be parked on lawns or yards at any time. No disabled vehicles may be left on any Lot longer than forty-eight (48) hours unless it remains within the garage.

7.14 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

7.15 Pets and Animals. No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Subdivision, except as allowed by municipal ordinance. No animals within the Subdivision shall be kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance to other Owners as determined by the Board, at the Board's sole discretion. The Board may establish and enforce rules and regulations regarding pets, which shall be followed by all Owners keeping pets. The Board may order the removal of any pet at any time in its sole discretion after notice and a hearing if such pet is or becomes offensive, a nuisance or harmful in any way to the Subdivision or those occupying or owning therein. The Association may charge a fee of any pet owner to cover the Association's administrative or enforcement costs. All pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash unless the Design Review Committee has approved of a kennel as provided herein. Any pet excrement in portions of the Subdivision other than the pet owner's Lot shall be removed immediately by the Occupant of the residence in which the pet resides. A violation of the provisions of this section shall subject the Owner responsible for such violation to additional special assessments by the Board for the enforcement costs, including but not limited to reasonable attorneys' fees incurred by the Association incident to the enforcement of this section and the rules and regulations established by the Board. Any kennel must be immediately adjacent to the dwelling in the rear yard of the Lot and must be approved by the Design Review Committee prior to construction. The Design Review Committee may condition any approval for a kennel by requiring appropriate screening of the kennel.

7.16 Play Structures/Equipment. Permanently installed play equipment may be permitted in the rear yard of a Lot. A site plan indicating equipment location, size, and height must be approved by the Design Review Committee and must meet the following minimum standards:

(i) Location of play structure must stay within the boundaries of the Lot and shall not impact any existing easements or setbacks. Equipment placed within any easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement.

(ii) Play structures shall not be used as an outbuilding or accessory building for storage.

(iii) Except for TND Lots, play structures and play equipment must not exceed 12 feet in height and shall not occupy more than 800 square feet of the home's rear yard area. For TND Lots, permanently installed play structures and play equipment shall not be permitted.

(iv) The graded slopes and swales, as established by Developer and approved by the municipality, shall remain as permanent and shall not be modified by the installation of equipment.

(v) The Lot Owner is responsible for obtaining any applicable permits as required by the Municipality to ensure that the installation will comply with municipal codes and ordinances. Committee approval does not supersede the need for any municipal approvals or permits.



7.17  Pools. No above-ground swimming pools shall be installed on a lot. In-ground swimming pools may be installed on a Lot only with approval of the Design Review Committee. Approved in-ground swimming pools shall be enclosed by a secure wall or fence of a minimum of 4 foot elevation, with a self-closing or self-latching gate or door (at the top of such gate or door), with an unobstructed area of at least 4 feet between the fence and the swimming pool. Nothing in this paragraph shall prohibit an Owner from using a portable wading or kiddie pool on a Lot from time to time.

7.18  Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.6.

7.19  Refuse and Recycling. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted within the Subdivision. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site.

7.20  Signs. No Owner or Occupant, except Developer, may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Lot which are visible from the public streets or Common Areas without the prior written consent of the Board, except that an Owner may within the Unit erect or post a temporary sign of customary and reasonable dimension relating to a house for sale. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

7.21  Storm Water Restrictions. Detention/infiltration ponds located within Outlots in the Subdivision are intended to be restricted to use for storm detention, infiltration, detention and aesthetic purposes only. No swimming, boating, fishing, wading or other activity shall be permitted at any time within detention ponds located in the Subdivision. No swale, drainage way, or stormwater detention area within the Property, whether established by easement or not, which is in existence at the time of development on any Lot or Outlot on the Property, shall be regraded or obstructed, so as to impede the flow of surface water across such swale or drainage way, or interfere with the proper functioning of any such swale, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, drainage way or stormwater detention area.

7.22  Temporary Structures. Except for construction trailers, and then only for period of active construction, no structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board.

7.23  Building and Yard Lighting. All lighting should be "down" or "area" lighting, with the light source shielded to prevent glare. No spill-over of lighting shall occur onto neighboring Lots and, except for temporary or seasonal displays, all light sources shall be white (no colored lights).

7.24  Vegetable Gardens. Gardens are only permitted in the rear-facing yard of a Lot; gardens are not permitted in front or side yards. The total garden area shall not occupy more than 125 square feet of the rear yard area. Location of a garden must stay within the boundaries of the Lot and shall not interfere with any existing easements. Gardens placed within any easement may be subject to disturbance or removal by the party benefitted by the easement for utility maintenance or other permitted disturbances. The Lot Owner is responsible for obtaining any applicable permits as required by the Municipality to ensure that the installation will comply with local codes and ordinances.

## **ARTICLE 8 ASSOCIATION INSURANCE**

8.1 Required. The Association shall obtain and maintain comprehensive general public liability insurance insuring the Association for occurrences on the Common Areas and casualty insurance coverage on Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

8.2 Coverage. The casualty insurance coverage shall be in an amount equal to the insurable replacement value. Comprehensive general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of: (i) size, design or composition of a Building; (ii) anything done or kept on a Lot subject to this Declaration; (iii) failure of an Owner or Occupant to comply with Association Insurance requirements; or (iv) failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy and may be enforced by special assessment against the particular Lot involved and the Owner of such Lot.

## **ARTICLE 9 RIGHTS OF MORTGAGE HOLDERS**

9.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of: (i) any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Subdivision Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach; and (ii) a lapse, cancellation or material modification of any Association Insurance.

9.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under a mortgage shall not be liable for unpaid assessments allocated to the foreclosed Lot under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

## **ARTICLE 10 DEVELOPER'S RIGHTS**

10.1 Reserved Rights. Pending the sale of all Lots by Developer to third-party purchasers, Developer shall have the following rights:

(a) *Model Homes.* Developer may use the Outlots, and any unsold Lots in any manner to facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Lots. Developer may from time to time also delegate such rights (on a nonexclusive basis and subject to such conditions as Developer may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Developer's delegees shall not have the right, without Developer's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted so long as that: (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

(b) *Parade of Homes.* While the Developer retains ownership of any Lots within the Property, the Developer reserves the right to submit some or all of the Lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of the Lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration shall, as to the Lots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 48 hours after the conclusion of said Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in the Property, pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of Lots within the Property, and their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by Developer, the Madison Area Builders Association, or any of the builders or participants in such Parade of Homes during the period of such Parade(s) as set forth above. The Municipality must review and approve plans relating to parking and traffic prior to the site hosting the Parade of Homes.

(c) *Easements.* Developer shall have the right to (1) grant easements upon, over, through and across the Lots, which rights shall expire one year after conveyance of a Lot by Developer), and the Outlots as may be required in Developer's opinion for the provision of CBUs serving the Subdivision or for furnishing any kind of utility services (limited to the 10 feet area adjacent to each Lot line), including, but not limited to, cable television or master antenna service, and maintenance and replacement thereof, or for drainage or other public purposes; and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

(d) *Veto Right.* Developer shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

10.2 Additional Phases. Notwithstanding anything in Article 13 or elsewhere in the Declaration to the contrary, Developer acting alone shall have the right to amend the Declaration and the Plat(s) to add

additional phases to the Subdivision. Such right shall be exercised through the preparation, signature and recordation of an amendment to the Declaration or the Plat(s), as appropriate. Thereafter, the land depicted on such Plat(s) and described in the amendment shall be subject to this Declaration. The reservation of this right does not impose on Developer any obligation to add any additional land within the Property to the Subdivision but merely provides the right in Developer's sole discretion to add additional land should Developer so elect. Upon Developer's exercise of the foregoing right, Lots so added to the Subdivision shall be subject to all the rights and obligations as contained in this Declaration.

10.3 Assignability of Developer's Rights. Developer may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Developer in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded with the Register of Deeds.

## **ARTICLE 11 ENFORCEMENT; REMEDIES FOR VIOLATION BY AN OWNER**

11.1 Enforcement. In addition to all other remedies that the Association has under this Declaration or under law, the Association shall have the right to impose fines against any Lot that is not in compliance with this Declaration. Prior to imposing such a fine, the Association shall provide written notice to the Lot Owner of the violation(s) of this Declaration. The Lot Owner shall have thirty days to cure the violation(s), and to bring the Lot into compliance under this Declaration. If the Lot Owner is not able to cure the violation(s) within thirty days, the Lot Owner shall commence action to cure the violation(s) within thirty days, and shall complete such cure within a reasonable period of time thereafter. If the Lot Owner fails to cure the violation(s) within the time limit allowed hereunder, the Association may fine the Lot Owner an amount up to \$100 per day. The maximum daily fine allowed under this section shall be increased by ten percent (10%) every five (5) years.

11.2 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief including an order requiring the removal at the Owner's expense of buildings constructed without Design Review Committee approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance. The "prevailing party" in any action brought to enforce this Declaration or any term or condition hereof shall be entitled to recover from the other party the prevailing party's costs incurred in enforcing this Agreement, including its reasonable attorneys' fees, in addition to any other relief to which the prevailing party is entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

11.3 Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

## **ARTICLE 12 EASEMENTS**

12.1 Right of Entry. A right of entry to each Lot, Common Area or Outlot is reserved to the Association to service utility installations located on, in or under such Lot, Common Area or Outlot provided

request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

12.2 Drainage. An easement is reserved to Developer, the Association and the Municipality over Lots and Outlots for the installation of drainage tile, swales, streams, detention ponds or other storm sewer and drainage system elements as shown on the Plat or in any storm water management plan on file with the Municipality.

12.3 Utility Easements. Common utility easements exist over each Lot as more particularly shown on the Plat. No Owner shall interfere with said utility easement rights, whether by changing any grades in excess of six (6) inches or the planting of any trees or shrubs or the placement of any structures within such utility easement area. Each Owner shall be responsible for any damage to any public utility located within the utility easement area by any excavation by that Owner within the utility easement area.

12.4 Monument Sign. An easements for the maintenance, reconstruction, restoration and use of the sign easement area of Outlot 2 in Block 1 of The Meadows at Kettle Park West, as depicted on said plat, exist for purposes of a monument sign evidencing the name of the Subdivision. The monument sign shall be maintained by the Association as a Common Improvement.

### **ARTICLE 13 TERM; AMENDMENT**

13.1 Term. This Declaration and all terms and conditions hereof shall constitute covenants and restrictions running with the Property and shall be binding upon all persons claiming an interest in a Lot for a term of thirty (30) years from the date of recordation of this Declaration. Thereafter, the term hereof shall be automatically renewed for successive periods of ten (10) years each, subject to the remainder of this Article 13.

13.2 Amendment. This Declaration may, in part or in whole, be canceled, released, amended, or waived as to some or all of the Lots subject to this Declaration in the following manner:

(a) Until such time that the Developer no longer owns at least twenty percent (20%) of the Lots, not including Outlots, subject to this Declaration, or the Developer assigns its rights under the Declaration to the Association, by an instrument signed and acknowledged by the Developer, and recorded with the Register of Deeds.

(b) After such time as the Developer no longer owns twenty percent (20%) of the Lots subject to this Declaration, or the Developer has assigned its rights under the Declaration to the Association, by the written consent of two-thirds (2/3) of the Lot Owners, not including Outlots. If the Association's Board of Directors receives the written consent of two-thirds (2/3) of the Lot Owners to a cancellation, release, amendment or waiver, the Board of Directors shall cause a written instrument signed and acknowledged by the President and the Secretary of the Association certifying that the Board Directors received the written consent of two-thirds (2/3) of the Lot Owners to be recorded with the Register of Deeds, and a copy shall be mailed to each Lot Owner.

(c) No action to challenge the validity of an amendment shall be commenced more than one year after the amendment is recorded.

**ARTICLE 14  
GENERAL PROVISIONS**

14.1 Recitals. The Recitals are incorporated into and made a part of this Declaration.

14.2 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.

14.3 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.

14.4 Headings. The 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.

14.5 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

14.6 Other Regulation. Nothing herein shall preclude or restrict Developer recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Developer owns at the time of recordation.

14.7 Compliance with Laws. Nothing contained herein shall be construed to reduce, modify or alter the minimum requirements set forth in the present zoning ordinance, building code or subdivision control ordinance of the Municipality. Developer, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all local, state and federal rules, codes, regulations, and laws and the same may be more restrictive than this Declaration. In the event there is a conflict between the requirements of this Declaration and any provision of local, state or federal law or regulation, the more restrictive provision shall apply.

[Signature page follows.]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed effective as of the date of recording.

DEVELOPER:  
KETTLE PARK WEST, LLC  
By: Forward Development Group, LLC, its Manager

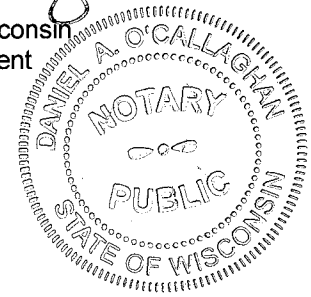
By: David M. Jenkins  
David M. Jenkins, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN     )  
  ) ss.  
DANE COUNTY             )

Personally came before me this 30th day of September, 2020, the above-named David M. Jenkins, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Daniel A. O'Callaghan  
Daniel A. O'Callaghan  
Notary Public, State of Wisconsin  
My Commission is permanent



Drafted by:  
Atty. Daniel A. O'Callaghan  
Carlson Black O'Callaghan & Battenberg LLP

**EXHIBIT A**

**LIST OF PARCEL IDENTIFICATION NUMBERS**

281/051001485032  
281/051001480642  
281/051001435502  
281/051001435752  
281/051001490462  
281/051001497002  
281/051001411002  
281/051001410752  
281/051001481902

**LEGAL DESCRIPTION**

Lots 1 through 27 and Outlots 1 and 2 of Block 1; Lots 1 through 38 and Outlots 1 and 2 of Block 2; Lots 1 through 7 of Block 3, Lots 1 through 11 of Block 4; Outlot 1 of Block 5, Lots 1 through 12 of Block 6; Lots 1 through 14 and Outlot 1 of Block 7; Lots 1 through 14 and Outlot 1 of Block 8; Lots 1 through 4 of Block 9; and Lots 1 through 7 of Block 10; all located within The Meadows at Kettle Park West, as recorded on October 8, 2020, in the office of the Dane County Register of Deeds, Volume 61-036A, pages 195-202, Document No. 5646491;

Lots 1 through 8 and Outlot 1 of Block 1; Lots 1 through 4 of Block 2; Lots 1 through 6 of Block 3 and Outlot 1 of Block 4; all located within Kettle Park West-The Meadows Addition, as recorded on October 8, 2020, in the office of the Dane County Register of Deeds, Volume 61-035B, pages 192-194, Document No. 5646490; and

Lot 1, Outlot 1 and Outlot 2 of Certified Survey Map No. 15514 recorded on October 6, 2020, in the office of the Dane County Register of Deeds, Volume 112, pages 52-56, Document No. 5645437.



**EXHIBIT B**

**SUBDIVISION MAP SHOWING LOCATION OF  
"SINGLE-FAMILY LOTS" AND "TND LOTS"**

[see attached]

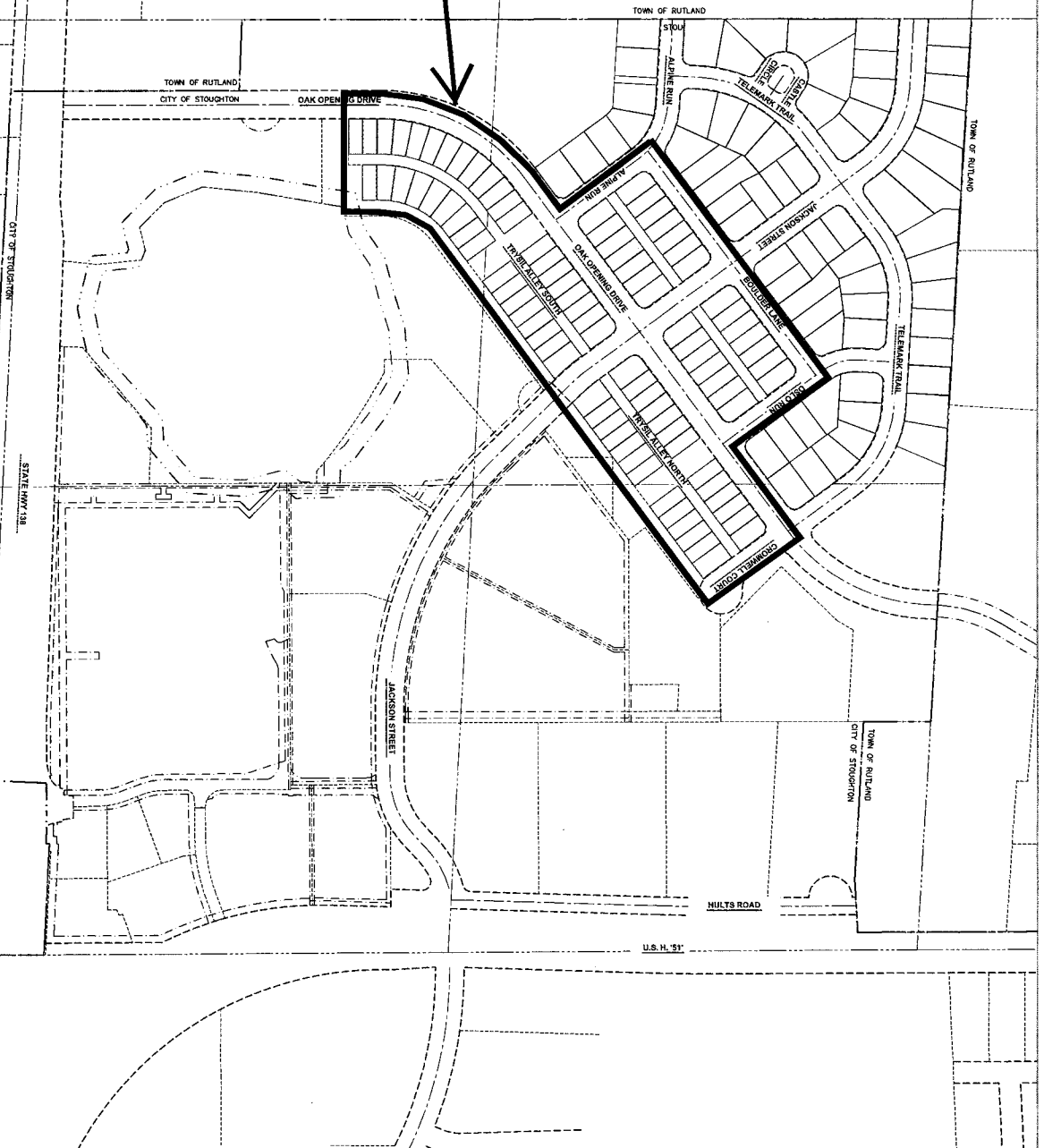
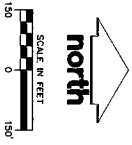
**NOTE: Viewers are advised to ignore any illegible text of this exhibit.  
The exhibit is presented here only for the purposes of depicting spatial relationships.**

# EXHIBIT B

**MINIMUM SQUARE FOOTAGE REQUIREMENTS**

**TND Lots:** 1,200 SF  
*(Traditional Neighborhood Development Lots)*

**Single Family Lots:** 1,600 SF - Single Story  
1,800 SF - Split Level  
2,000 SF - Two Story



**KETTLE PARK WEST - THE MEADOWS**  
STOUGHTON, WI      DATE 03.04.2020

**EXHIBIT B: MINIMUM FLOOR AREA REQUIREMENTS**



**ISD Professional Services, Inc.**  
• Engineers • Surveyors • Planners

**EXHIBIT C**

**LANDSCAPE PLAN REQUIREMENTS**

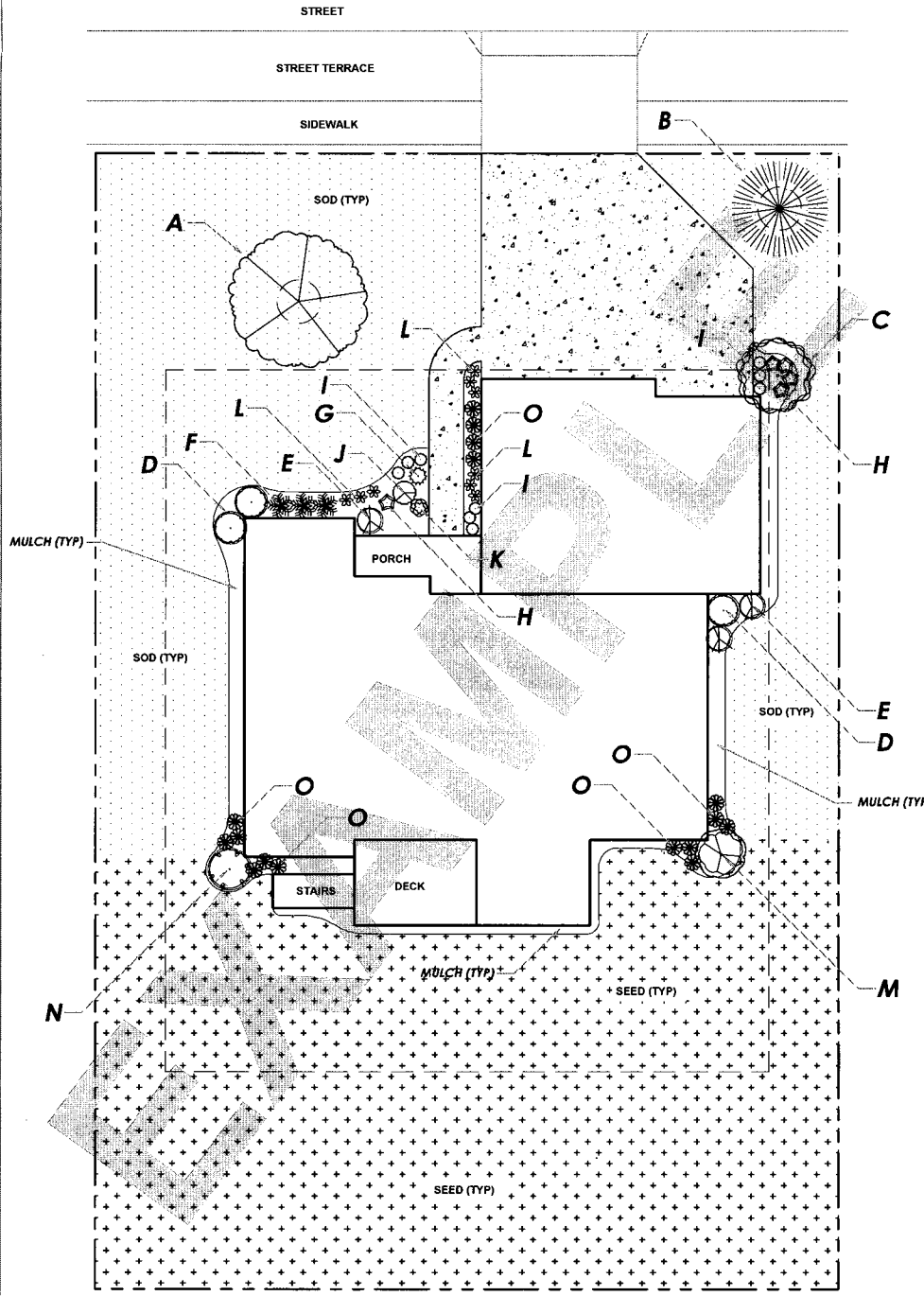
[see attached]

**NOTE: Viewers are advised to ignore any illegible text of this exhibit.  
The exhibit is presented here only for the purposes of depicting concepts.**

**LEGEND (LANDSCAPE PLAN)**

	PROPERTY LINE		CONCRETE PAVEMENT
	RIGHT-OF-WAY		POLYETHYLENE EDGING
	BUILDING SETBACK LINE		LAWN SEED
	BUILDING OUTLINE		SODDED LAWN
	EDGE OF PAVEMENT		

<b>A. DECIDUOUS SHADE TREE</b>	
<b>B. EVERGREEN TREE</b>	
<b>C. ORNAMENTAL TREE</b>	
<b>D. MEDIUM DECIDUOUS SHRUB</b>	
<b>E. SMALL DECIDUOUS SHRUB</b>	
<b>F. SMALL DECIDUOUS SHRUB</b>	
<b>G. PERENNIAL</b>	
<b>H. PERENNIAL</b>	
<b>I. PERENNIAL</b>	
<b>J. PERENNIAL</b>	
<b>K. PERENNIAL</b>	
<b>L. PERENNIAL</b>	
<b>M. MEDIUM DECIDUOUS SHRUB</b>	
<b>N. UPRIGHT EVERGREEN</b>	
<b>O. ORNAMENTAL GRASS</b>	



**NOTE:** THIS PLAN/TEMPLATE IS FOR ILLUSTRATION PURPOSES ONLY AND IS TO BE USED AS A GENERAL GUIDE FOR ALL SINGLE FAMILY (NON-ALLEY) LANDSCAPE PLANS WITHIN THIS DEVELOPMENT. BUILDING FOOTPRINTS, SITE LAYOUT, PLANT SPECIES AND PLANTING DENSITIES WILL VARY. CORNER LOTS WILL BE REQUIRED TO HAVE ONE ADDITIONAL TREE ON THE STREET SIDE OF THE LOT.

File: I:\2019\157018 Landscape Plan Template - SF.dwg Layout: L1.0 User: kschmidt Plotted: Feb 14, 2020 - 12:17pm

**JSD Professional Services, Inc.**  
 Engineers • Surveyors • Planners  
 MADISON REGIONAL OFFICE  
 161 HORIZON DRIVE, SUITE 101  
 VERONA, WISCONSIN 53593  
 608.848.5060 PHONE | 608.848.2255 FAX  
 www.jsdinc.com

PROJECT:  
**MEADOWS AT  
 KETTLE PARK WEST**

SHEET TITLE:  
**EXHIBIT C  
 LANDSCAPE PLAN  
 SINGLE FAMILY LOTS**

JSD PROJECT NUMBER:  
 DRAWN BY: APPROVED:  
 DATE:  
 02/12/2020

SHEET NUMBER:  
**L1.0**

**LEGEND (LANDSCAPE PLAN)**

	PROPERTY LINE		CONCRETE PAVEMENT
	RIGHT-OF-WAY		POLYETHYLENE EDGING
	BUILDING SETBACK LINE		SODDED LAWN
	BUILDING OUTLINE		
	EDGE OF PAVEMENT		

**A. ORNAMENTAL TREE**



**B. LARGE DECIDUOUS SHRUB**



**C. MEDIUM DECIDUOUS SHRUB**



**D. SMALL DECIDUOUS SHRUB**



**E. SMALL DECIDUOUS SHRUB**



**F. PERENNIAL**



**G. PERENNIAL**



**H. PERENNIAL**



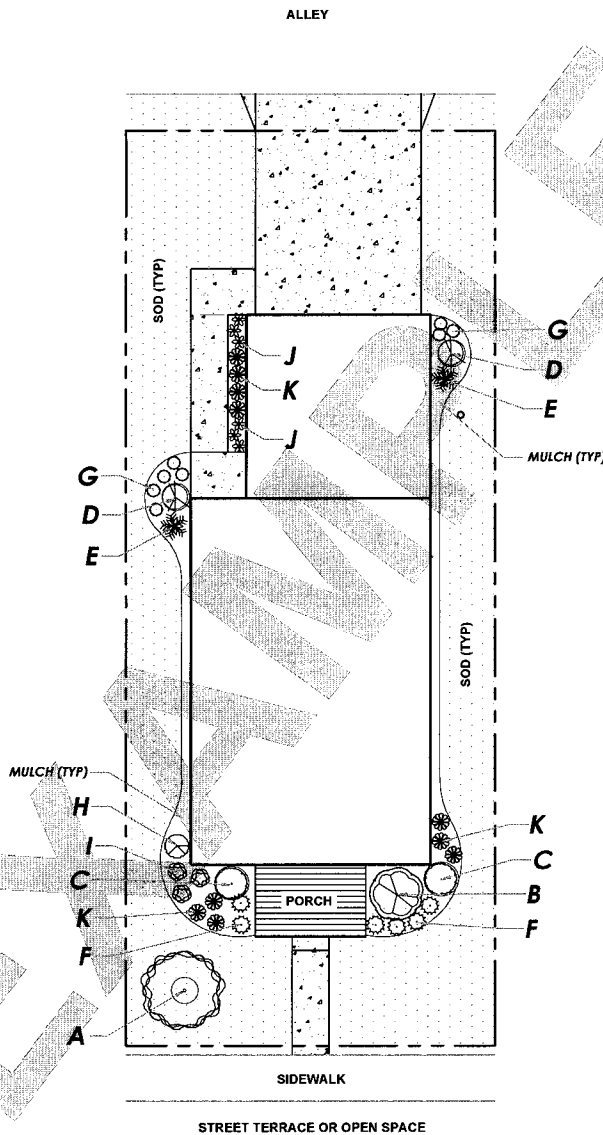
**I. PERENNIAL**



**J. PERENNIAL**



**K. ORNAMENTAL GRASS**



**NOTE:** THIS PLAN/TEMPLATE IS FOR ILLUSTRATION PURPOSES ONLY AND IS TO BE USED AS A GENERAL GUIDE FOR ALL ALLEY PRODUCT LANDSCAPE PLANS WITHIN THIS DEVELOPMENT. BUILDING FOOTPRINTS, SITE LAYOUT, PLANT SPECIES AND PLANTING DENSITIES WILL VARY. CORNER LOTS WILL BE REQUIRED TO HAVE ONE ADDITIONAL TREE ON THE STREET SIDE OF THE LOT.

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PROJECT:  
**MEADOWS AT  
 KETTLE PARK WEST**

SHEET TITLE:  
**EXHIBIT C  
 LANDSCAPE PLAN  
 TND LOTS**

JSD PROJECT NUMBER:  
 DRAWN BY: APPROVED:  
 DATE:  
 02/12/2020

SHEET NUMBER:  
**L1.1**

**LANDSCAPE PLANT LIST**

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	SUN REQUIREMENTS
<b>DECIDUOUS SHADE TREE</b>				
Northern Pin Oak	<i>Quercus ellipsoidalis</i>	2-3" Cal.	B&B	Full Sun
New Horizon Elm	<i>Ulmus x 'New Horizon'</i>	2-3" Cal.	B&B	Full Sun
Sugar Maple	<i>Acer saccharum</i>	2-3" Cal.	B&B	Full Sun to Part Shade
Common Hackberry	<i>Celtis occidentalis</i>	2-3" Cal.	B&B	Full Sun
Tilia cordata 'Chancellor'	<i>Chancellor Linden</i>	2-3" Cal.	B&B	Full Sun to Part Shade
Ohio Buckeye	<i>Aesculus glabra</i>	2-3" Cal.	B&B	Full Sun to Part Shade
Northern Catalpa	<i>Catalpa speciosa</i>	2-3" Cal.	B&B	Full Sun to Part Shade
<b>EVERGREEN TREE</b>				
Black Hills Spruce	<i>Picea glauca var. 'Densata'</i>	6' Mn. Height	B&B	Full Sun
Austrian Pine	<i>Pinus nigra</i>	6' Mn. Height	B&B	Full Sun
Norway Spruce	<i>Picea abies</i>	6' Mn. Height	B&B	Full Sun
Douglas Fir	<i>Pseudotsuga menziesii</i>	6' Mn. Height	B&B	Full Sun to Part Shade
<b>UPRIGHT EVERGREEN</b>				
Iowa Juniper	<i>Juniperus chinensis 'Iowa'</i>	4' Mn. Height	B&B	Full Sun
Star Power Juniper	<i>Juniperus chinensis 'Star Power'</i>	4' Mn. Height	B&B	Full Sun
Upright Yew	<i>Taxus cuspidata 'Capitata'</i>	4' Mn. Height	B&B	Full Sun to Part Shade
Holmstrup Arborvitae	<i>Thuja occidentalis 'Holmstrup'</i>	4' Mn. Height	B&B	Full Sun to Part Shade
Techny Arborvitae	<i>Thuja occidentalis 'Techny'</i>	4' Mn. Height	B&B	Full Sun to Part Shade
<b>EVERGREEN SHRUBS</b>				
Green Gem Boxwood	<i>Buxus 'Green Gem'</i>	18" Mn. Height	# 3 Cont.	Full Sun to Part Shade
Buffalo Juniper	<i>Juniperus sabina 'Buffalo'</i>	10" Mn. Height	# 3 Cont.	Full Sun
Kalilys Compact Juniper	<i>Juniperus chinensis 'Pfitzeriana Kalilys'</i>	18" Mn. Height	# 3 Cont.	Full Sun
Densi Yew	<i>Taxus x media 'Densiformis'</i>	18" Mn. Height	# 3 Cont.	Full Sun to Full Shade
<b>LARGE DECIDUOUS SHRUB</b>				
Common Witch hazel	<i>Hamamelis virginiana</i>	48" Mn. Height	B&B	Full Sun to Part Shade
Bloodgood Japanese Maple	<i>Acer palmatum 'Bloodgood'</i>	48" Mn. Height	B&B	Full Sun to Part Shade
Apple Serviceberry	<i>Amelanchier x grandiflora 'Autumn Brilliance'</i>	48" Mn. Height	B&B	Full Sun to Part Shade
Nannyberry Viburnum	<i>Viburnum lentago</i>	48" Mn. Height	B&B	Full Sun to Part Shade
Purple Smoke Bush	<i>Cotinus coggygria</i>	48" Mn. Height	B&B	Full Sun
<b>MEDIUM DECIDUOUS SHRUB</b>				
Annabelle Hydrangea	<i>Hydrangea arborescens 'Annabelle'</i>	24" Mn. Height	# 3 Cont.	Part Shade
Dart's Gold Ninebark	<i>Physocarpus opulifolius 'Dart's Gold'</i>	24" Mn. Height	# 3 Cont.	Full Sun to Part Shade
Spring Green Compact Cranberrybush	<i>Viburnum trilobum 'Spring Green'</i>	24" Mn. Height	# 3 Cont.	Full Sun to Part Shade
Lime Light Hydrangea	<i>Hydrangea paniculata 'Lime Light'</i>	24" Mn. Height	# 3 Cont.	Full Sun to Part Shade
Autumn Jazz Viburnum	<i>Viburnum dentatum 'Ralph Senior' Autumn Jazz</i>	24" Mn. Height	# 3 Cont.	Full Sun to Part Shade
<b>SMALL DECIDUOUS SHRUB</b>				
Snowhill Hydrangea	<i>Hydrangea arborescens 'Grandiflora'</i>	12-18" Mn. Height	# 2 Cont.	Full Sun to Part Shade
Bloomerang Dark Purple Lilac	<i>Syringa x SMSJBP7'</i>	12-18" Mn. Height	# 2 Cont.	Full Sun
Mount Airy Fothergilla	<i>Fothergilla major 'Mount Airy'</i>	12-18" Mn. Height	# 2 Cont.	Full Sun to Part Shade
Alpine Currant	<i>RIBES alpinum</i>	12-18" Mn. Height	# 2 Cont.	Full Sun to Part Shade
Sorax Bloom Weigela	<i>Weigela florida 'Venweg-6'</i>	12-18" Mn. Height	# 2 Cont.	Full Sun to Part Shade
Golden Guinea Japanese Kerria	<i>Kerria japonica 'Golden Guinea'</i>	12-18" Mn. Height	# 2 Cont.	Part Shade
<b>PERENNIALS</b>				
Sun and Substance Hosta	<i>Hosta 'Sun and Substance'</i>	12" Mn. Height	# 1 Cont.	Part to Full Shade
Royal Standard Hosta	<i>Hosta 'Royal Standard'</i>	12" Mn. Height	# 1 Cont.	Part to Full Shade
Autumn Frost Hosta	<i>Hosta 'Autumn Frost'</i>	12" Mn. Height	# 1 Cont.	Part to Full Shade
Frances Williams Hosta	<i>Hosta sieboldiana 'Frances Williams'</i>	12" Mn. Height	# 1 Cont.	Part to Full Shade
Wide Brim Hosta	<i>Hosta 'Wide Brim'</i>	12" Mn. Height	# 1 Cont.	Part to Full Shade
Blue Angel Hosta	<i>Hosta 'Blue Angel'</i>	12" Mn. Height	# 1 Cont.	Part to Full Shade
Tiny Monster Geranium	<i>Geranium 'Tiny Monster'</i>	12" Mn. Height	# 1 Cont.	Full Sun to Part Shade
Astilbe Visions	<i>Astilbe chinensis 'Visions'</i>	12" Mn. Height	# 1 Cont.	Part to Full Shade
Fanal Red Astilbe	<i>Astilbe x arendsii 'Fanal'</i>	12" Mn. Height	# 1 Cont.	Part to Full Shade
Berry Timeless Coral Belis	<i>Heuchera americana 'Berry Timeless'</i>	12" Mn. Height	# 1 Cont.	Full Sun to Part Shade
Bearded Iris	<i>Iris germanica</i>	12" Mn. Height	# 1 Cont.	Full Sun
Deamii Black-eyed Susan	<i>Rudbeckia fulgida var. deamii</i>	12" Mn. Height	# 1 Cont.	Full Sun
Walkers Low Catmint	<i>Nepeta x faassenii 'Walkers Low'</i>	12" Mn. Height	# 1 Cont.	Full Sun to Part Shade
Becky Shasta Daisy	<i>Leucanthemum x superbum 'Becky'</i>	12" Mn. Height	# 1 Cont.	Full Sun
Zagreb Coreopsis	<i>Coreopsis verticillata 'Zagreb'</i>	12" Mn. Height	# 1 Cont.	Full Sun
Autumn Joy Sedum	<i>Hylotelephium 'Herbstfreude' Autumn Joy</i>	12" Mn. Height	# 1 Cont.	Full Sun to Part Shade
Sieila D'Oro Daylily	<i>Hemerocallis 'Sieila D'Oro'</i>	12" Mn. Height	# 1 Cont.	Full Sun to Part Shade
May Night Perennial Salvia	<i>Salvia x sylvestris 'Mairnacht May Night'</i>	12" Mn. Height	# 1 Cont.	Full Sun
Brokovo Geranium	<i>Geranium x cantabrigiense 'Brokovo'</i>	12" Mn. Height	# 1 Cont.	Full Sun to Part Shade
<b>ORNAMENTAL GRASSES</b>				
Karl Foerster Feather Reed Grass	<i>Calamagrostis x acutiflora 'Karl Foerster'</i>	12" Mn. Height	# 1 Cont.	Full Sun
Shenandoah Red Switchgrass	<i>Panicum virgatum 'Shenandoah'</i>	12" Mn. Height	# 1 Cont.	Full Sun to Part Shade
Northwind Switchgrass	<i>Panicum virgatum 'Northwind'</i>	12" Mn. Height	# 1 Cont.	Full Sun to Part Shade
Prairie Dropseed	<i>Sporobolus heterolepis</i>	12" Mn. Height	# 1 Cont.	Full Sun

\*ALTERNATE MATERIALS MAY BE APPROVED BY ACC

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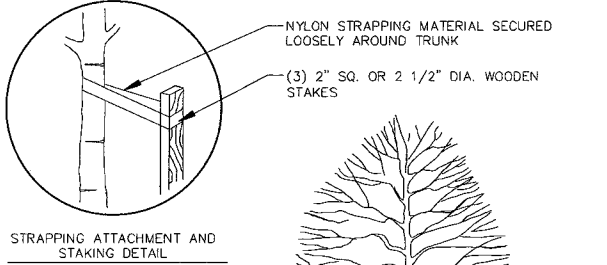
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PROJECT:  
**MEADOWS AT  
 KETTLE PARK WEST**

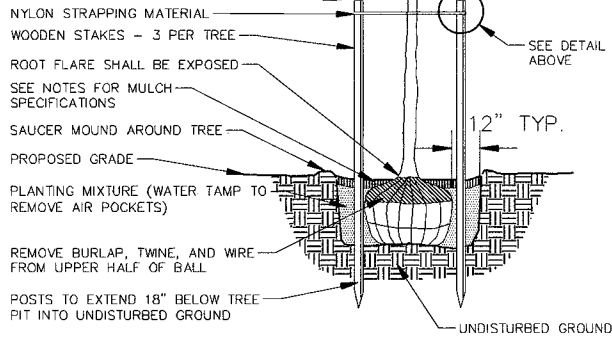
SHEET TITLE:  
**EXHIBIT C  
 LANDSCAPE  
 PLANT LIST**

JSD PROJECT NUMBER:  
 DRAWN BY: APPROVED:  
 DATE:  
 02/12/2020

SHEET NUMBER:  
**L1.2**



STRAPPING ATTACHMENT AND STAKING DETAIL

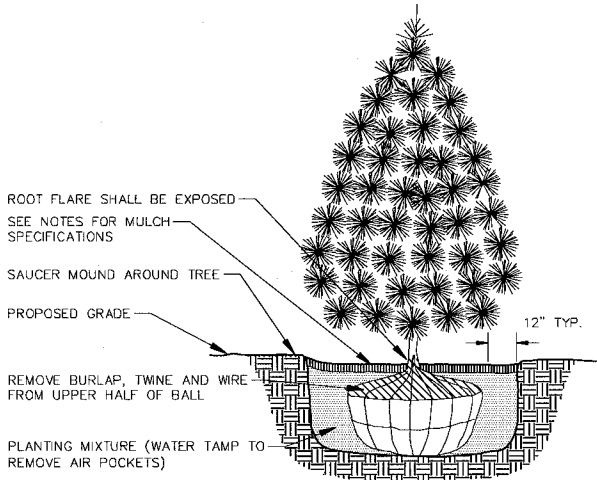


1. DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATOR. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED
2. REMOVE NYLON STRAPPING WITHIN 9-18 MONTHS FOLLOWING INSTALLATION

**DECIDUOUS TREE PLANTING DETAIL**

N.T.S.

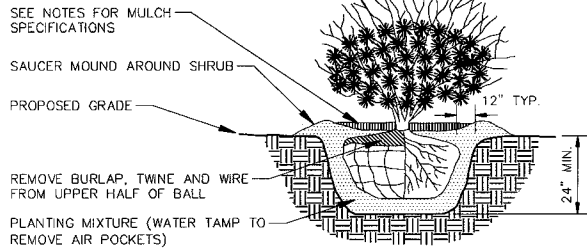
REV. 01-04-2019



**EVERGREEN TREE PLANTING DETAIL**

N.T.S.

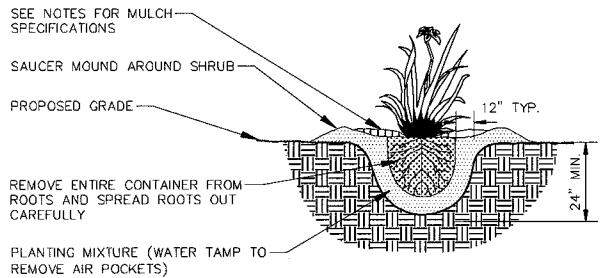
REV. 01-03-2019



**SHRUB PLANTING DETAIL**

N.T.S.

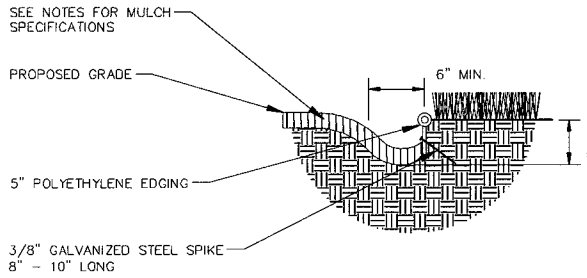
REV. 01-03-2019



**PERENNIAL/ORNAMENTAL GRASS PLANTING DETAIL**

N.T.S.

REV. 01-03-2019



**POLYETHYLENE LANDSCAPE EDGING DETAIL**

N.T.S.

REV. 01-03-2019

File: I:\2019\157018\DWG\157018 Landscape Plan Template - SF.dwg Layout: L2.0 User: kschnmidt Plotted: Feb 14, 2020 - 12:17pm

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PROJECT:  
**MEADOWS AT  
 KETTLE PARK WEST**

SHEET TITLE:  
**EXHIBIT C  
 LANDSCAPE DETAILS**

JSD PROJECT NUMBER:  
 DRAWN BY: APPROVED:  
 DATE:  
 02/12/2020

SHEET NUMBER:  
**L2.0**

**GENERAL NOTES**

1. GENERAL: ALL WORK IN THE R-O-W AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES. CONTRACTOR MUST CALL 1-800-242-8511 FOR UTILITY LOCATIONS AT LEAST THREE DAYS PRIOR TO DIGGING. HAND DIG AND INSTALL ALL PLANTS THAT ARE NEAR EXISTING UTILITIES. PROTECT PREVIOUSLY INSTALLED WORK OF OTHER TRADES. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
2. DELIVERY AND HANDLING: DO NOT DELIVER MORE PLANT MATERIALS THAN CAN BE PLANTED IN ONE DAY, UNLESS ADEQUATE, APPROPRIATE AND SECURE STORAGE IS PROVIDED AND APPROVED BY OWNER'S REPRESENTATIVE. AT ALL TIMES, PROTECT ALL PLANT MATERIALS FROM WIND AND DIRECT SUN. DELIVER PLANTS WITH LEGIBLE IDENTIFICATION LABELS. PROTECT PLANTS DURING DELIVERY AND DO NOT PRUNE PRIOR TO DELIVERY. ALL TREES AND SHRUBS SHALL BE PLANTED ON THE DAY OF DELIVERY; IF THIS IS NOT POSSIBLE, PROTECT THE PLANT MATERIALS NOT PLANTED BY STORING THEM IN A SHADED, SECURE AREA, PROTECTING THE ROOT MASS WITH WET SOIL, MULCH, HAY OR OTHER SUITABLE MEDIUM. CONTRACTOR TO KEEP ALL PLANT MATERIALS ADEQUATELY WATERED TO PREVENT ROOT DESICCATION. DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING. DO NOT PICK UP CONTAINER OR BALLED PLANTS BY STEM OR ROOTS. ALL PLANTS SHALL BE LIFTED AND HANDLED FROM THE BOTTOM OF THE CONTAINER OR BALL. PERFORM ACTUAL PLANTING ONLY WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED BEST HORTICULTURAL PRACTICES.
3. MATERIALS - PLANTS: ALL PLANTS SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED AND NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST 2 YEARS. PLANTS SHALL BE FRESHLY DUG (DURING THE MOST RECENT FAVORABLE HARVEST SEASON). PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY SUPERIOR IN FORM, COMPACTNESS, AND SYMMETRY. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECTS (ADULT EGGS, PUPAE OR LARVAE). THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH OR PREMATURE MORTALITY. PLANTS SHALL BE OF THE HIGHEST QUALITY, POSSESS TYPICAL GROWTH HABITS AND FORM FOR THEIR SPECIES AND BE FREE OF INJURY. PARKWAY TREES AND PARKING LOT TREES SHALL HAVE A MINIMUM BRANCHING HEIGHT OF SIX (6) FEET ABOVE THE GROUND TO ALLOW ADEQUATE VISUAL AND PHYSICAL CLEARANCE.
4. PRUNING: THE CONTRACTOR SHALL PRUNE ALL TREES AND REPAIR ANY INJURIES THAT OCCURRED DURING THE PLANTING PROCESS. DOUBLE LEADERS, DEAD BRANCHES, AND LIMBS DAMAGED OR BROKEN DURING THE PLANTING PROCESS SHALL BE PRUNED. THIS SHALL BE THE ONLY PRUNING ALLOWED AT PLANTING. PRUNING SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR TREE CARE OPERATIONS, ANSI A300. PRUNE TREES IN ACCORDANCE WITH NAA GUIDELINES. DO NOT TOP TREES. PRUNE SHRUBS ACCORDING TO STANDARD HORTICULTURAL PRACTICES. ON CUTS OVER 3/4" IN DIAMETER AND BRUISES OR SCARS ON BARK, TRACE THE INJURED CAMBIUM LAYER BACK TO LIVING TISSUE AND REMOVE. SMOOTH AND SHAPE WOUNDS SO AS NOT TO RETAIN WATER. TREAT THE AREA WITH AN APPROVED INCONSPICUOUS LATEX BASED ANTISEPTIC TREE PAINT, IF PRUNING OCCURS "IN SEASON". DO NOT PRUNE ANY OAK TREES DURING THE MONTHS FROM APRIL TO OCTOBER.
5. CLEANUP: THE WORK AREA SHALL BE KEPT SAFE AND NEAT AT ALL TIMES. DISPOSED OF EXCESS SOIL. REMOVE ALL CUTTINGS AND WASTE MATERIALS. SOIL AND BRANCHES. BIND AND WRAP THESE MATERIALS, ANY REJECTED PLANTS, AND ANY OTHER DEBRIS RESULTING FROM ALL PLANTING TASKS AND PROMPTLY CLEAN UP AND REMOVE FROM THE PROJECT SITE. UNDER NO CIRCUMSTANCES SHALL THE ACCUMULATION OF SOIL, BRANCHES OR OTHER DEBRIS BE ALLOWED UPON A PUBLIC PROPERTY IN SUCH A MANNER AS TO RESULT IN A PUBLIC SAFETY HAZARD OR DAMAGE. LIKEWISE, UNDER NO CIRCUMSTANCES SHALL ANY DEBRIS OR INCIDENTAL MATERIALS BE ALLOWED UPON ADJACENT PRIVATE PROPERTY.
6. ANY SUBSTITUTIONS IN PLANT TYPE OR SIZE SHALL BE APPROVED BY ACC PRIOR TO INSTALLATION.
7. CONTRACTOR TO VERIFY PLANT MATERIAL QUANTITIES AND SQUARE FOOTAGES. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE OVER THOSE ON SCHEDULE.

**SEEDING & SODDING NOTES**

1. MATERIALS - TURFGRASS SEED: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND EARTH CARPET'S "MADISON PARKS" GRASS SEED, OR EQUIVALENT AS APPROVED BY THE ACC, INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. IN ADDITION TO TURFGRASS SEED, ANNUAL RYE SHALL BE APPLIED TO ALL DISTURBED AREAS AT A RATE OF 1 1/2 LBS PER 1000 SQUARE FEET. FERTILIZE AND MULCH PER MANUFACTURER'S RECOMMENDATIONS. MULCH SHALL BE CERTIFIED NOXIOUS WEED SEED-FREE.
2. MATERIALS - SOD: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND A PREMIUM GRADE TURFGRASS SOD. ONLY IMPROVED TYPES OF SOD (ELITE) ARE ACCEPTABLE. TURFGRASS SHALL BE MACHINE CUT AT A UNIFORM THICKNESS OF .60 INCH, PLUS OR MINUS .25 INCH, AT TIME OF CUTTING. MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH. LARGE ROLL TURFGRASS SOD SHALL BE CUT TO THE SUPPLIER'S STANDARD WIDTH (36-48 INCHES) AND LENGTH. BROKEN PADS AND TORN OR UNEVEN ENDS WILL NOT BE ACCEPTABLE. STANDARD SIZE SECTIONS OF TURFGRASS SOD SHALL BE STRONG ENOUGH SO THAT THEY CAN BE PICKED UP AND HANDLED WITHOUT DAMAGE. TURFGRASS SOD SHALL NOT BE HARVESTED OR TRANSPLANTED WHEN MOISTURE CONTENT IS EXCESSIVELY DRY OR WET, AS THIS MAY ADVERSELY AFFECT ITS SURVIVAL. POST-PLANT IRRIGATION WILL BE NECESSARY TO ENSURE SOD STAYS ALIVE AND ROOTS INTO SOIL. THE CONTRACTOR IS RESPONSIBLE FOR WATERING SOD UNTIL TIME OF ACCEPTANCE BY THE OWNER. TURFGRASS SOD SHALL BE HARVESTED, DELIVERED, AND INSTALLED/TRANSPLANTED WITHIN A PERIOD OF 24 HOURS. TURFGRASS SOD SHALL BE RELATIVELY FREE OF THATCH, UP TO 0.5 INCH ALLOWABLE (UNCOMPRESSED). TURFGRASS SOD SHALL BE REASONABLY FREE (10 WEEDS/100 SQ. FT.) OF DISEASES, NEMATODES AND SOIL-BORNE INSECTS. ALL TURFGRASS SOD SHALL BE FREE OF GRASSY AND BROAD LEAF WEEDS AND WEED SEED. THE SOD SUPPLIER SHALL MAKE RECOMMENDATIONS TO THE CONTRACTOR REGARDING WATERING SCHEDULE. THE WATERING SCHEDULE SHOULD BEGIN IMMEDIATELY AFTER SOD IS INSTALLED.

**LANDSCAPE MATERIAL NOTES**

1. MATERIALS - PLANTING MIXTURE: ALL HOLES EXCAVATED FOR TREES, SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES SHALL BE BACKFILLED WITH TWO (2) PARTS TOPSOIL, ONE (1) PART SAND AND ONE (1) PART COMPOST. SOIL MIXTURE SHALL BE WELL BLENDED PRIOR TO INSTALLATION.
2. MATERIALS - TOPSOIL: TOPSOIL TO BE CLEAN, FRIABLE LOAM FROM A LOCAL SOURCE, FREE FROM STONES OR DEBRIS OVER 3/4" IN DIAMETER, AND FREE FROM TOXINS OR OTHER DELETERIOUS MATERIALS. TOPSOIL SHALL HAVE A pH VALUE BETWEEN 6 AND 7. TOPSOIL AND PLANTING SOIL SHALL BE TESTED TO ENSURE CONFORMANCE WITH THESE SPECIFICATIONS AND SHALL BE AMENDED TO MEET THESE SPECIFICATIONS. PROVIDE TEST RESULTS TO OWNER'S REPRESENTATIVE PRIOR TO PLACEMENT. DO NOT PLACE FROZEN OR MUDDY TOPSOIL. APPLY SOIL AMENDMENTS TO ALL LANDSCAPE AREAS PER SOIL TEST.
3. MATERIALS - SHREDDED HARDWOOD BARK MULCH: ALL PLANTING AREAS LABELED ON PLAN SHALL RECEIVE CERTIFIED WEED FREE SHREDDED HARDWOOD BARK MULCH INSTALLED TO A MINIMUM AND CONSISTENT DEPTH OF 3-INCHES. SHREDDED HARDWOOD BARK MULCH SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. SHREDDED HARDWOOD BARK MULCH AREAS SHALL NOT RECEIVE WOVEN WEED BARRIER FABRIC.
4. MATERIALS - STONE MULCH: ALL PLANTING AREAS LABELED ON PLAN SHALL RECEIVE DECORATIVE STONE MULCH SPREAD TO A MINIMUM AND CONSISTENT DEPTH OF 3-INCHES. DECORATIVE STONE MULCH TYPE, SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. STONE MULCH AREAS SHALL RECEIVE WOVEN WEED BARRIER FABRIC. NO PLASTIC/IMPERVIOUS BARRIERS WILL BE PERMITTED. EXAMPLE: BLACK VISQUEEN.
5. MATERIALS - TREE & SHRUB RINGS: ALL TREES AND/OR SHRUBS PLANTED IN SEEDED LAWN AREAS TO BE INSTALLED WITH A MINIMUM 5' DIAMETER SHREDDED HARDWOOD BARK MULCH TREE RING SPREAD TO A CONSISTENT DEPTH OF 3-INCHES. ALL TREE RINGS SHOULD BE INSTALLED WITH A 5" DEPTH SHOVEL CUT EDGE, ANGLED 45 DEGREES INTO SOIL AT A 5' DIAMETER ABOUT THE CENTER OF THE TREE PLANTING. A PRE-EMERGENT GRANULAR HERBICIDE WEED-PREVENTER SHOULD BE MIXED WITH MULCH USED TO INSTALL TREE RING AS WELL AS TOPICALLY APPLIED TO COMPLETED INSTALLATION OF TREE RING.
6. MATERIALS - POLYETHYLENE EDGING: EDGING SHALL BE 5" DEEP, POLYETHYLENE EDGING.
7. MATERIALS - ALUMINUM EDGING: EDGING SHALL BE 1/8" X 4", ALUMINUM EDGING, MILL FINISH.
8. MATERIALS - TREE PROTECTION: ALL TREES TO BE INSTALLED WITH LDPE TREE GUARDS AS MANUFACTURED BY A.M. LEONARD HORTICULTURAL TOOL & SUPPLY CO., OR APPROVED EQUAL.
9. MATERIALS - (ALTERNATE 1): TREE WATERING BAGS: ALL TREES TO BE INSTALLED WITH ONE (1) WATER BAG. PRODUCT TO BE "TREE GATOR ORIGINAL SLOW RELEASE WATERING BAG," PRODUCT NO. 98183-R OR APPROVED EQUAL. INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

**CONTRACTOR AND OWNER RESPONSIBILITY NOTES**

1. GUARANTEE: THE CONTRACTOR SHALL GUARANTEE ALL PLANTS THROUGH ONE (1) YEAR AFTER ACCEPTANCE BY THE OWNER. PLANTS SHALL BE ALIVE AND IN HEALTHY AND FLOURISHING CONDITION AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL REPLACE (AT NO COST TO OWNER) ANY PLANTS THAT ARE DEAD OR NOT IN A VIGOROUS THRIVING CONDITION. REPLACEMENT PLANTS SHALL BE OF THE SAME KIND AND SIZE AS ORIGINALLY SPECIFIED UNLESS OTHERWISE DIRECTED BY OWNER. RESTORE BEDS AS NECESSARY FOLLOWING PLANT REPLACEMENT, INCLUDING BUT NOT LIMITED TO BEDDING, EDGING, MULCH, ETC. REPLACE PLANTS DAMAGED AT TIME OF PLANTING. REPAIR AREAS DISTURBED IN ANY WAY DURING PLANT REPLACEMENT AT NO COST TO OWNER. CONTRACTOR SHALL PROVIDE A ONE (1)-YEAR STRAIGHTENING GUARANTEE FOR ALL TREES.
2. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
3. MAINTENANCE: (CONTRACTOR) FOR ALL PLANTINGS, SEEDED AND/OR SODDED LAWN AREAS: THE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AND LAWN AREAS FOR A MINIMUM TIME PERIOD OF 60 DAYS, UNTIL FINAL ACCEPTANCE BY OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY WATERING PLANTS AND LAWN/TURFGRASS DURING THIS 60 DAY ESTABLISHMENT PERIOD. CONTRACTOR IS RESPONSIBLE FOR THE ESTABLISHMENT OF HEALTHY VIGOROUS PLANT MATERIALS AND LAWN/TURFGRASS GROWTH. CONTRACTOR IS ALSO RESPONSIBLE FOR ANY PRUNING OF PLANT MATERIALS, AND SHAPING AND/OR REPLACEMENT OR SUPPLEMENT OF DEFICIENT SHREDDED HARDWOOD BARK MULCH DURING THIS PERIOD. LONG TERM PLANT MATERIALS AND LAWN/TURFGRASS MAINTENANCE AND ANY PROGRAM FOR SUCH IS THE RESPONSIBILITY OF THE OWNER. ALL PLANTINGS AND LAWN/TURFGRASS AREAS SHALL BE MAINTAINED IN A MANICURED CONDITION UNTIL THE TIME WHEN THE OWNER'S ACCEPTANCE IS GIVEN.
4. MAINTENANCE: (OWNER) THE OWNER IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE, REPAIR AND REPLACEMENT OF ALL LANDSCAPING MATERIALS AND WEED BARRIER FABRIC AS NECESSARY FOLLOWING THE ONE (1) YEAR CONTRACTOR GUARANTEE PERIOD.

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PROJECT:  
**MEADOWS AT  
 KETTLE PARK WEST**

SHEET TITLE:  
**EXHIBIT C  
 LANDSCAPE NOTES**

JSD PROJECT NUMBER:  
 DRAWN BY: APPROVED:  
 DATE:  
 02/12/2020

SHEET NUMBER:  
**L2.1**



**EXHIBIT D**

**MAILBOX LAYOUT AND MAILBOX ASSIGNMENTS**

Note: As set forth in Section 7.8, This information remains subject to change based on future review and approval by the U.S. Postal Service.

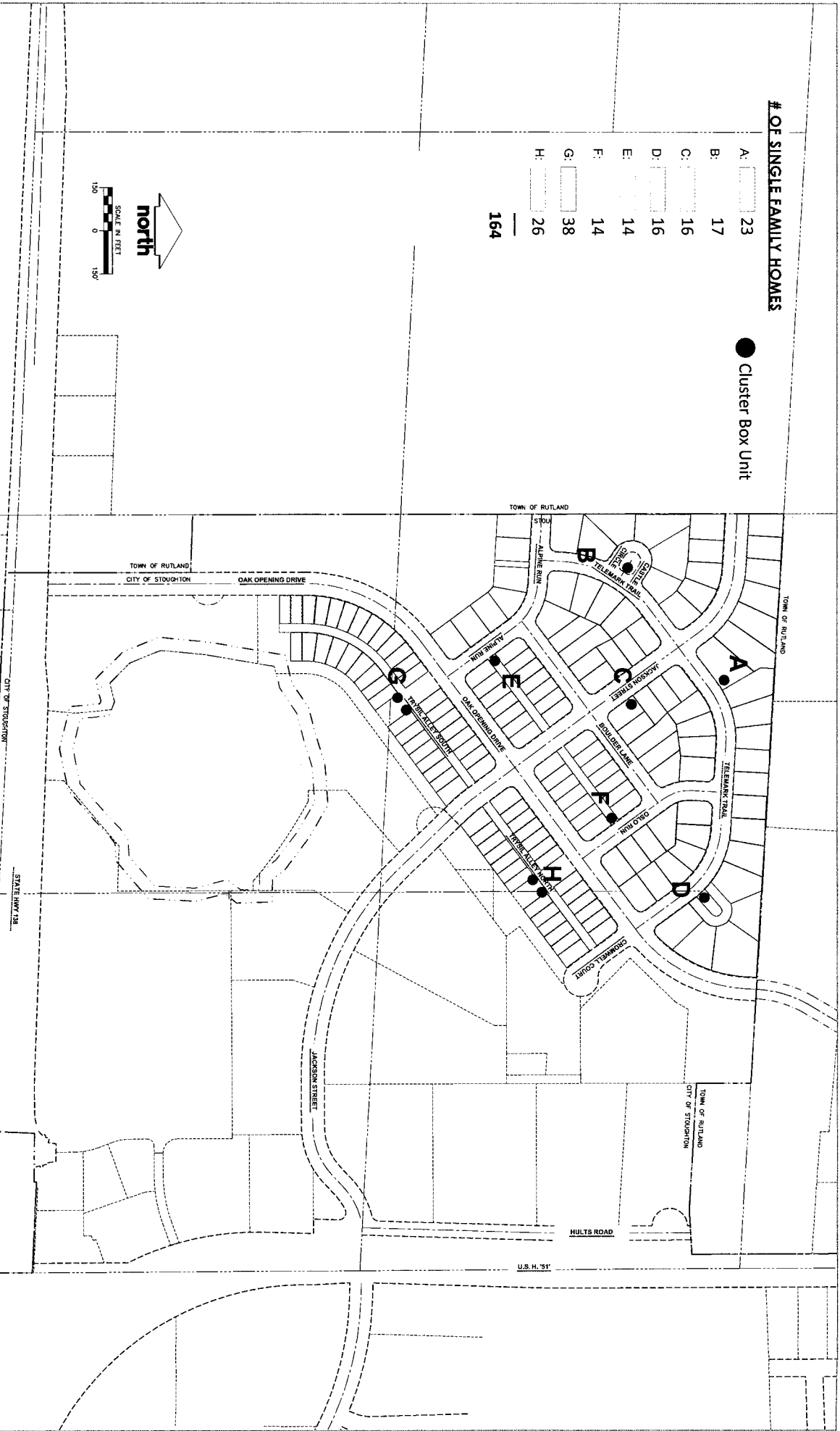
[see attached]

**NOTE: Viewers are advised to ignore any illegible text of this exhibit.  
The exhibit is presented here only for the purposes of depicting spatial relationships.**

# OF SINGLE FAMILY HOMES

- A: 23
  - B: 17
  - C: 16
  - D: 16
  - E: 14
  - F: 14
  - G: 38
  - H: 26
- 164**

● Cluster Box Unit



**KETTLE PARK WEST - THE MEADOWS**  
**STOUGHTON, WI**

**CLUSTER BOX LOCATION**  
**EXHIBIT**

DATE 04.22.2020



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