



STOUGHTON, WISCONSIN



608.848.9050

kettleparkwestwi.com/the-meadows

GET TO KNOW US



INTRODUCING LINDSAY GALLAGHER & ASSOCIATES

Lindsay Gallagher joined CENTURY 21 Affiliated in 2002. She offers a unique level of real estate expertise combined with an unprecedented level of professionalism and keen technological skills. Lindsay is a licensed real estate broker and a consistent top producer. Her established relationships and local experience, combined with CENTURY 21's worldwide resources provide a unique advantage to her clients.

In order to navigate the complex decisions involved in today's real estate market you require the guidance of a professional. Lindsay is committed to service with an emphasis on accountability, reliability, timeliness and enthusiasm. Lindsay provides a calm and relaxed process during a heightened time of emotion. Lindsay provides her clients with all of the information necessary to help them make real estate investment decisions throughout the changing market cycles.

INTRODUCING CENTURY 21 AFFILIATED

At CENTURY 21 Affiliated, we do not take our reputation for granted. We work hard to have the most responsive, experienced, and best-prepared real estate professionals along with the state-of-the-art systems and resources necessary to be leaders in the industry. CENTURY 21 Affiliated can also streamline real estate transactions with our complete line of ancillary real estate services, including mortgage, title, insurance, and warranties. What's most important is our ability to transform what can be a stressful and emotionally taxing process into an enjoyable experience. Our friendly staff, professional offices, and excellent service foster success.

Our goal is unmatched quality service to our customers and clients. For the last 40+ years, people across the region have turned to us to help buy and sell their homes.

What Sets Us Apart

- #1 CENTURY 21 Franchise in the world for the sixth year in a row
- Holds the CENTURY 21 record for most transactions - 20,597 in 2019
- Ranked 15th largest real estate brokerage in the United States by RISMedia, based on units sold
- Ranked as the #1 real estate brokerage in units sold in Florida, Indiana and Wisconsin, and #2 in Illinois and Michigan by REAL Trends
- We remain cutting edge—Voted "Best and the Brightest Real Estate Company" by the National Association of Business Resources

WWW.LINDSAYGALLAGHER.COM | 608.873.9239

Project Summary

Stoughton, Wisconsin

Stoughton, Wisconsin is a growing, vibrant community with numerous recreational, cultural, and business amenities. Located on the scenic Yahara River, Stoughton is 25 minutes away from the state capitol. The City offers its residents a small town feel with the benefits of a growing community located close to Madison. Nearby amenities include: Madison Chain of Lakes, Nature Preserves & Parks, Madison International Speedway, Mandt Community Center, Yahara River, Stoughton High School, Capital Springs State Recreation Area, and many more. Highway 51 connects Stoughton with the Madison Beltline system, which facilitates travel throughout the region and connects residents to greater Dane County.

Kettle Park West

Kettle Park West is a 170-acre mixed-use development on the west side of Stoughton. The commercial center anchors the development and transitions into park space and the residential portion of the development. Current tenants of the commercial center are Walmart, Kwik Trip, Dunkin' Donuts, AT&T, Pancake Cafe, Great Clips, T&T Nails, Century 21, and McFarland State Bank. The Meadows, the residential portion of the project, consists of 72 single family lots, 92 carriage home lots, 9 twin homes (18 units), 25 units of apartment housing, and a neighborhood park. Phase 1 will consist of 27 single family lots and 33 carriage home lots.



Kettle Park West Commercial Center

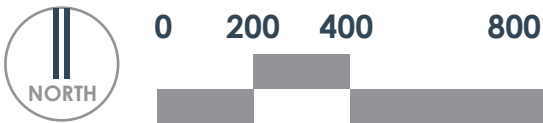


Kettle Park West Commercial Center

Kettle Park West Overview Map



Kettle Park West Master Plan



The Meadows Phasing Plan

FUTURE PHASE
(KPW 3)

NEIGHBORHOOD PARK
10.0 ACRES

TOWN OF
RUTLAND

TOWN OF
RUTLAND

CITY OF
STOUGHTON

TOWN OF
RUTLAND

LEGEND

- SR-5 - 72 UNITS
- PD - 92 UNITS
- TR-6 - 18 UNITS
- MR-10 - 25 UNITS
- PARKLAND
- PRIVATE OPEN SPACE
- ROW & ALLEY

PHASING

A1

- SR-5 - 27 UNITS
- PD - 33 UNITS
- MR-10 - 25 UNITS

PHASE AREA 26.3 ACRES
LINEAR FT ROW 3,485 LF

A2

- SR-5 - 5 UNITS
- PD - 7 UNITS

PHASE AREA 2.9 ACRES
LINEAR FT ROW 697 LF

B

- SR-5 - 9 UNITS
- PD - 30 UNITS

PHASE AREA 8.2 ACRES
LINEAR FT ROW 1,190 LF

C

- PD - 22 UNITS
- TR-6 - 18 UNITS

PHASE AREA 24.6 ACRES
LINEAR FT ROW 960 LF

D

- SR-5 - 18 UNITS

PHASE AREA 6.2 ACRES
LINEAR FT ROW 1,138 LF

E

- SR-5 - 13 UNITS

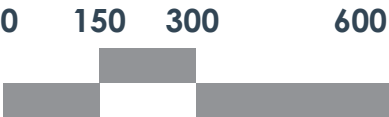
PHASE AREA 5.0 ACRES
LINEAR FT ROW 730 LF

KETTLE PARK WEST - PHASE 2

STOUGHTON, WI

DATE 06.03.2020

DEVELOPMENT PHASING PLAN



PROJECT NUMBER • 157018
JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

Grading Plans



CREATE THE VISION TELL THE STORY

MADISON | MILWAUKEE
KENOSHA | APPLETON | WAUSAU

MADISON REGIONAL OFFICE
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
P. 608.848.5060

CLIENT:



CLIENT ADDRESS:
161 HORIZON DRIVE, SUITE 101A
VERONA, WI 53508

**PRELIMINARY
NOT FOR
CONSTRUCTION**

PROJECT:
**KETTLE PARK WEST-
 THE MEADOWS ADDITION**

PROJECT LOCATION:
CITY OF STOUGHTON, WI
DANE COUNTY

PLAN MODIFICATIONS:		
#	Date:	Description:
1	03.12.19	FINAL PLAT
2	05.28.19	F-PLAT COMMENT RESPONSE
3	09.06.19	F-PLAT COMMENT RESPONSE
4	09.19.19	BID SET
5	11.01.19	PERMITTING & ADDENDUM 2
6	11.14.19	ADDENDUM 4
7	01.28.20	PERMITTING & ADDENDUM 5
8	03.04.20	CITY RESUBMITTAL
9		
10		
11		
12		
13		
14		
15		

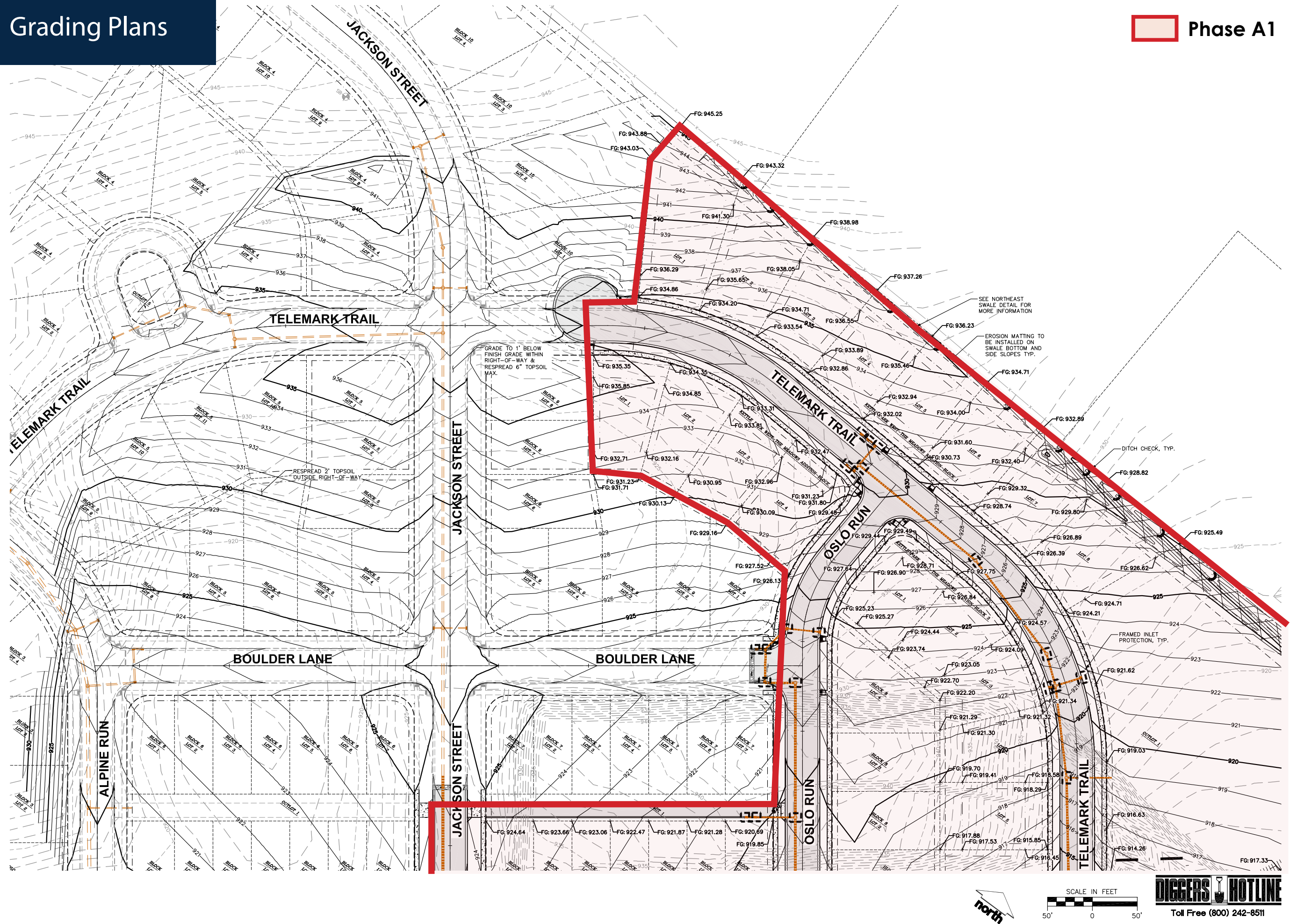
Design/Drawn:	MSS
Approved:	WHD

SHEET TITLE:
**DETAILED GRADING &
EROSION CONTROL PLAN**

SHEET NUMBER:

C4.1

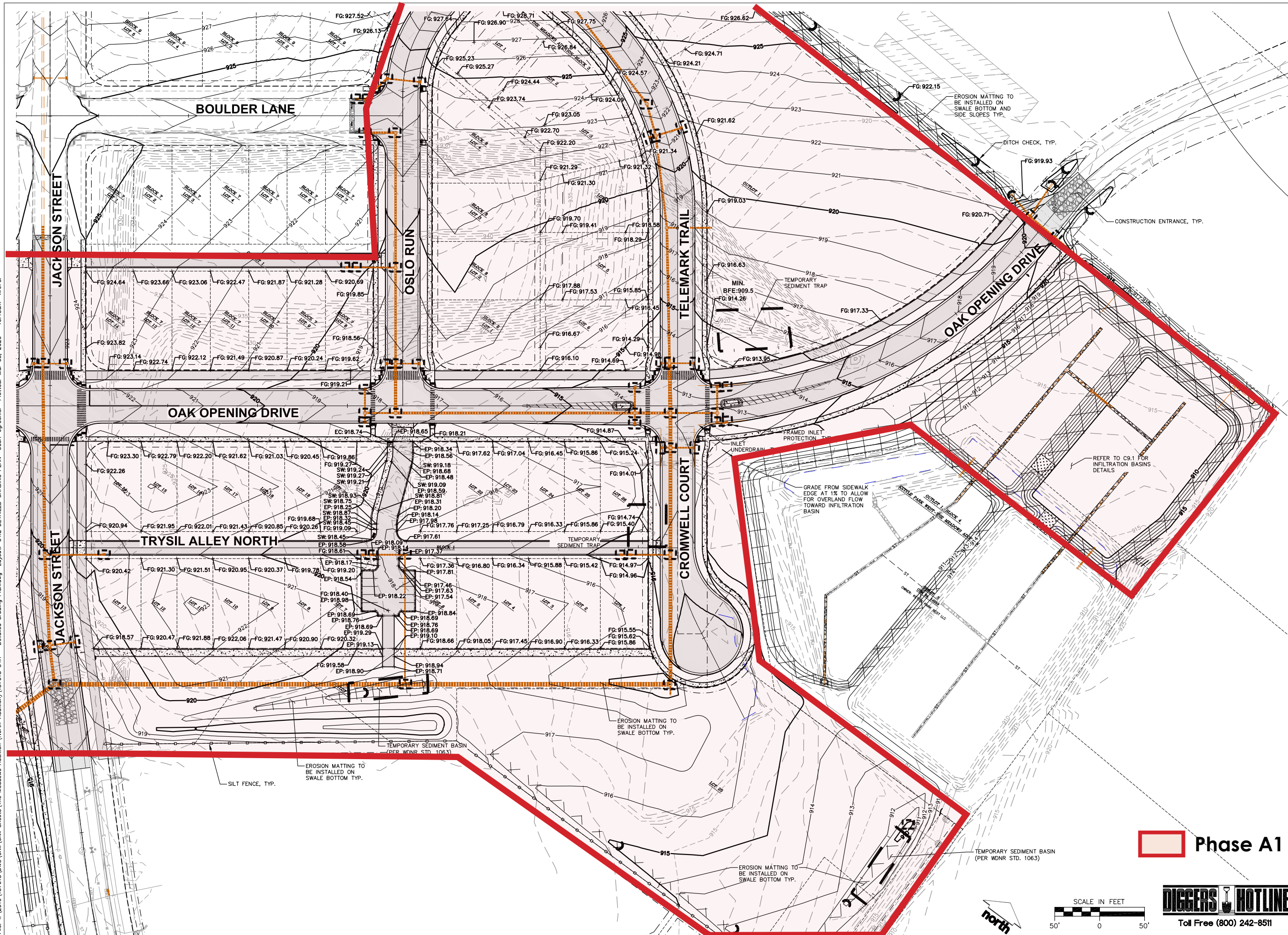
USD PROJECT NO: 15-7018



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THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF JSD PROFESSIONAL SERVICES, INC.

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**PRELIMINARY
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PROJECT:
**KETTLE PARK WEST-
THE MEADOWS ADDITION**

PROJECT LOCATION:
**CITY OF STOUGHTON, WI
DANE COUNTY**

PLAN MODIFICATIONS:		
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8	03.04.20	CITY RESUBMITTAL
9		
10		
11		
12		
13		
14		
15		

Design/Drawn: **MSS**
Approved: **WHD**

SHEET TITLE:
**DETAILED GRADING &
EROSION CONTROL PLAN**

SHEET NUMBER:

C4.2

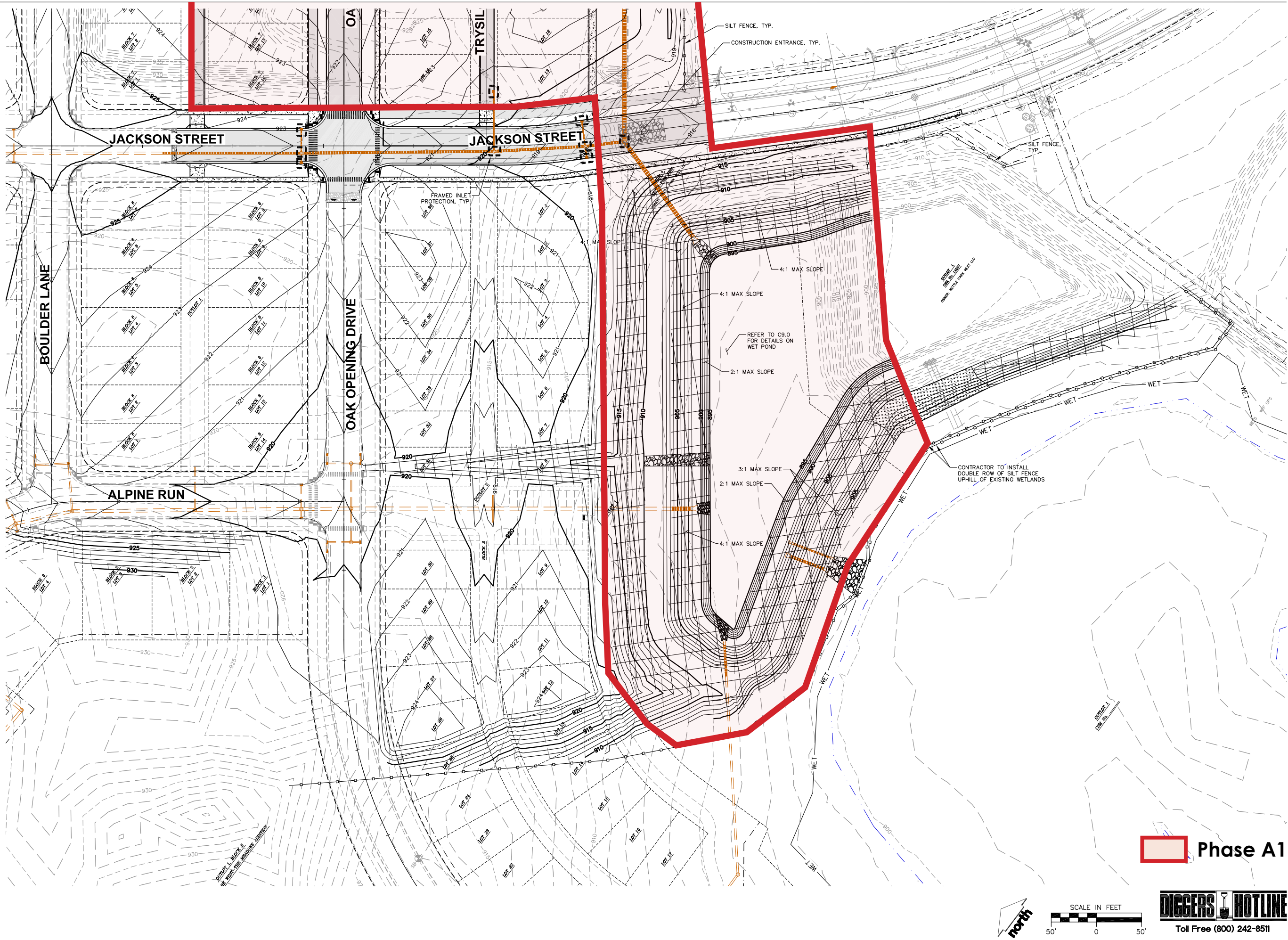
JSD PROJECT NO: 15-7018

Phase A1



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P. 608.848.5060

CLIENT:



CLIENT ADDRESS:
161 HORIZON DRIVE, SUITE 101A
VERONA, WI 53508

**PRELIMINARY
NOT FOR
CONSTRUCTION**

PROJECT:
KETTLER PARK WEST-
THE MEADOWS ADDITION

PROJECT LOCATION:
CITY OF STOUGHTON, WI
DANE COUNTY

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.12.19	FINAL PLAT
2	05.28.19	F-PLAT COMMENT RESPONSE
3	09.06.19	F-PLAT COMMENT RESPONSE
4	09.19.19	BID SET
5	11.01.19	PERMITTING & ADDENDUM 2
6	11.14.19	ADDENDUM 4
7	01.28.20	PERMITTING & ADDENDUM 5
8	03.04.20	CITY RESUBMITTAL
9		
10		
11		
12		
13		
14		
15		

Design/Drawn: MSS
Approved: WHD

SHEET TITLE:
**DETAILED GRADING &
EROSION CONTROL PLAN**

SHEET NUMBER:

C4.3

JSD PROJECT NO: 15-7018

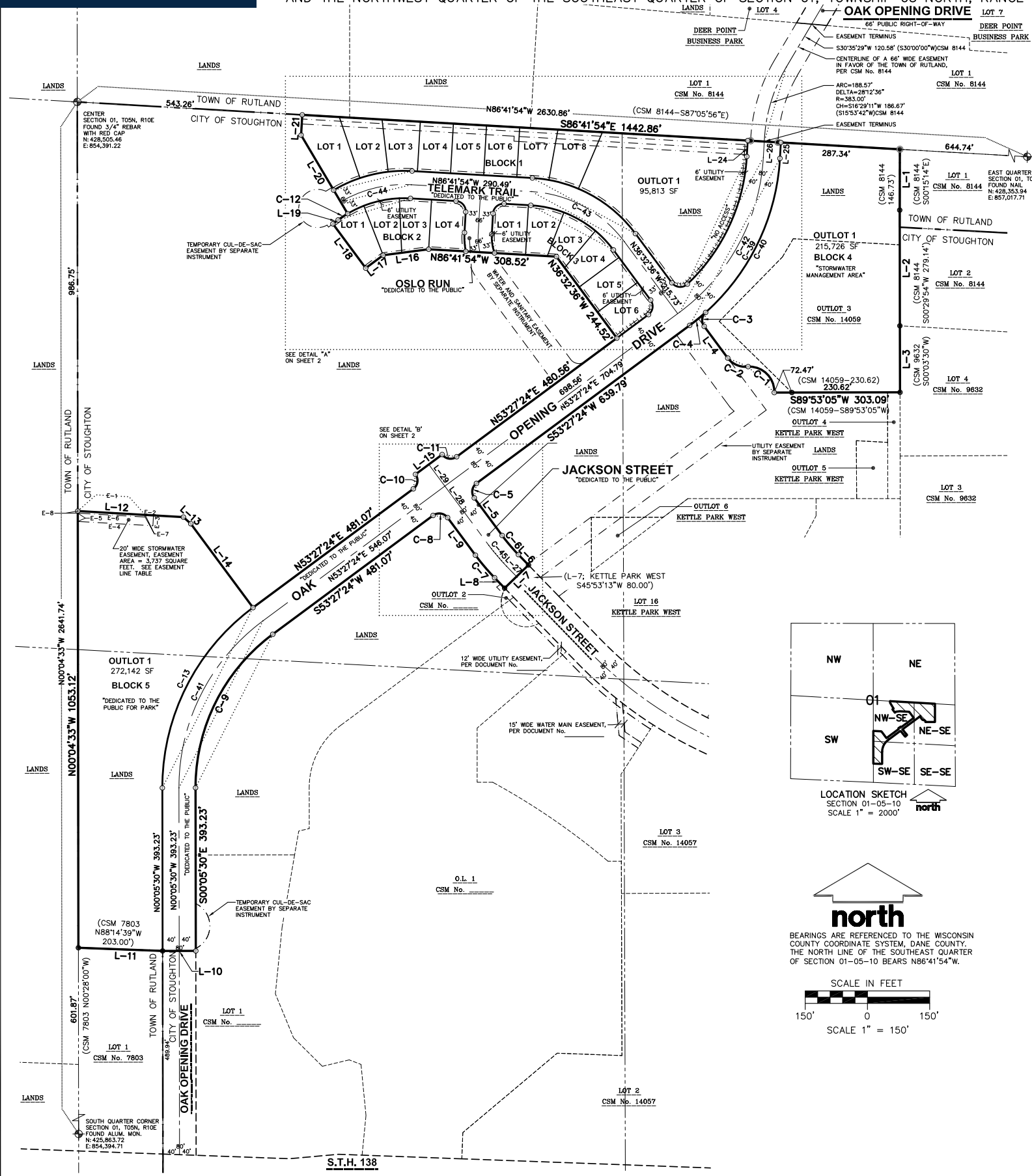
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Final Plat

Kettle Park West - The Meadows Addition

KETTLE PARK WEST-THE MEADOWS ADDITION

OUTLOT 3, CERTIFIED SURVEY MAP No. 14059, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN



LEGEND

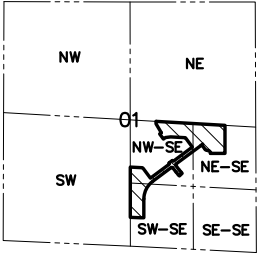
- GOVERNMENT CORNER
- 1-1/4" REBAR FOUND
- 3/4" REBAR FOUND
- 1" IRON PIPE FOUND
- 1-1/4" x 20" REBAR SET (4.30 LBS/LF)
- ALL OTHER LOT CORNERS MARKED WITH A 3/4" X 18" REBAR (1.13 LBS/FT)
- PLAT BOUNDARY
- PLAT RIGHT-OF-WAY LINE
- PLAT LOT LINES
- CORPORATE BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- PLATTED LOT LINE
- CHORD LINE
- EASEMENT LINE
- DRAINAGE ARROW
- "NO ACCESS"
- DENOTES RECORD DATA DEPICTING THE SAME LINE ON THE GROUND AS RETRACED BY THIS SURVEY

NOTES

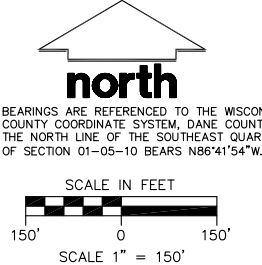
- THIS PLAT IS BASED ON THE APPROVED PRELIMINARY PLAT OF "KETTLE PARK WEST" DATED APRIL 26, 2016.
- BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY. THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, BEARS N86°41'54"W.
- ALL STREET RIGHT-OF-WAYS WITHIN THE PLAT BOUNDARY ARE HEREBY DEDICATED TO THE PUBLIC.
- THE FINAL GRADE ESTABLISHED BY THE SUBDIVIDER ON THE UTILITY EASEMENTS SHOWN SHALL NOT BE ALTERED BY MORE THAN SIX (6) INCHES BY THE SUBDIVIDER, HIS AGENT, OR BY SUBSEQUENT OWNERS OF THE LOTS ON WHICH SUCH UTILITY EASEMENTS ARE LOCATED, EXCEPT WITH WRITTEN CONSENT OF THE UTILITIES INVOLVED.
- SEE SHEET 2 OF 3 FOR LOT INFORMATION.
- SEE SHEET 2 OF 3 FOR LINE AND CURVE TABLES.
- UTILITY EASEMENTS - NO POLES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE.
- UTILITY EASEMENTS AS HEREIN SET FORTH ARE FOR THE USE OF PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THIS PLAT. THE USE OF THESE EASEMENTS IS NOT TO BE EXTENDED TO PRIVATE OR PUBLIC PRIVATE UTILITIES SUCH AS WATER, SANITARY SEWER AND STORM WATER UTILITIES, EXCEPT WHERE SPECIFICALLY NOTED ON THE PLAT.
- THE DISTURBANCE OF A LOT CORNER BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.
- ARROWS INDICATE THE DIRECTION OF SURFACE DRAINAGE SWALE AT INDIVIDUAL PROPERTY LINES. SAID DRAINAGE SWALE SHALL BE GRADED WITH THE CONSTRUCTION OF EACH PRINCIPAL STRUCTURE AND MAINTAINED BY THE LOT OWNER UNLESS MODIFIED WITH THE APPROVAL OF THE CITY OF STOUGHTON ENGINEER. THE FINAL GRADE SHALL NOT BE ALTERED BY MORE THAN 6 INCHES WITHOUT PRIOR WRITTEN CONSENT OF THE CITY OF STOUGHTON ENGINEER AND THE APPROPRIATE UTILITY COMPANY OR COMPANIES.
- NO VEHICULAR ACCESS PERMITTED TO OUTLOT 1, BLOCK 1 FROM OAK OPENING DRIVE.
- THE CURRENT OWNER OF EACH INDIVIDUAL LOT WILL BE OBLIGATED TO PAY PARK IMPROVEMENT FEES TO THE CITY AT TIME A BUILDING PERMIT IS ISSUED.
- ON THE FOLLOWING LOTS: LOT 4, BLOCK 2; LOTS 1 AND 6, BLOCK 3; THE CURRENT OWNER TO DESIGNATE REAR YARD FOR PURPOSE OF BUILDING SETBACKS AT TIME OF BUILDING PERMIT. REFER TO CURRENT ZONING FOR SETBACKS.

PLAT AREA		
AREA	SQUARE FEET	ACRES
LOTS	761,022	17.471
ROADS	297,007	6.818
TOTAL	1,058,029	24.289

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E-1	S86°42'21"E	162.74'
E-2	S86°42'21"E	20.00'
E-3	S03°17'39"W	25.00'
E-4	N86°42'21"W	181.27'
E-5	N00°04'33"W	20.03'
E-6	S86°42'21"E	162.44'
E-7	N03°17'39"E	5.00'
E-8	N00°04'33"W	5.01'



LOCATION SKETCH
SECTION 01-05-10
SCALE 1" = 2000'

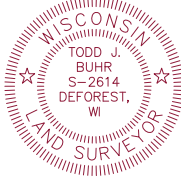


SURVEYED FOR:

KETTLE PARK WEST, LLC
161 HORIZON DRIVE, STE. 101A
VERONA, WI 53593
(608) 848-9050

SURVEYED BY:

JSD PROFESSIONAL SERVICES, INC.
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
(608) 848-5060



There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



PROJECT LOCATION:
SECTION 01
TOWNSHIP 05 NORTH
RANGE 10 EAST
CITY OF STOUGHTON
DANE COUNTY, WISCONSIN



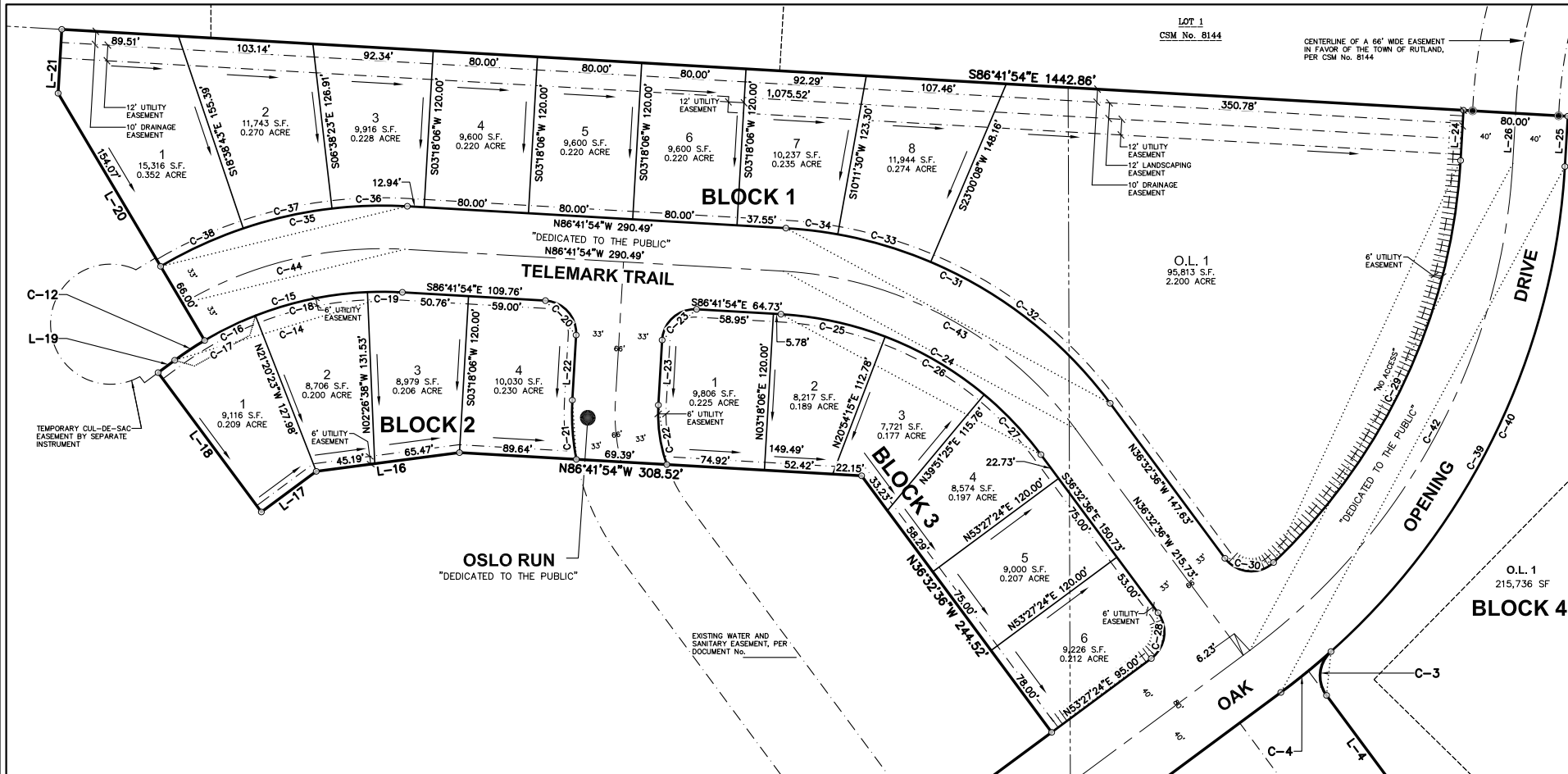
CREATE THE VISION TELL THE STORY
MADISON MILWAUKEE
KENOSHA APPLETON WAUSAU

KETTLE PARK WEST - THE MEADOWS ADDITION			
PROJECT NO: 15-70185	DRAWN BY: CJD	INITIAL SUBMITTAL DATE: MARCH 12, 2019	
FIELDBOOK/PG: -	CHECKED BY: TJB	REVISION RESUBMITTAL DATE: OCTOBER 18, 2019	
SURVEYED BY: -	APPROVED BY: -	REVISION RESUBMITTAL DATE: DECEMBER 04, 2019	
		REVISION RESUBMITTAL DATE: MARCH 06, 2020	

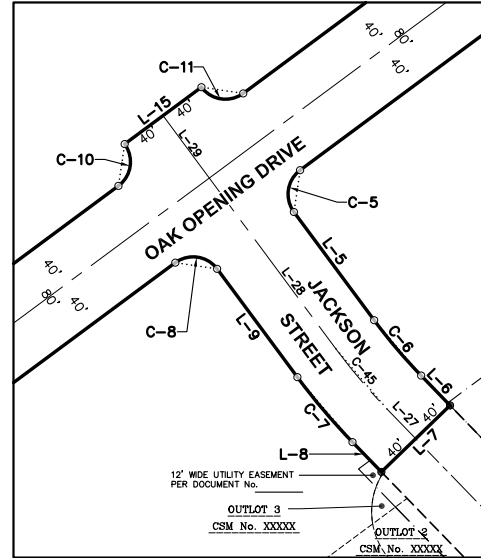
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KETTLE PARK WEST-THE MEADOWS ADDITION

OUTLOT 3, CERTIFIED SURVEY MAP No. 14059, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN



DETAIL A
SCALE 1" = 60'



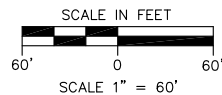
DETAIL B
SCALE 1" = 80'

LEGEND

- GOVERNMENT CORNER
- 1-1/4" REBAR FOUND
- 3/4" REBAR FOUND
- 1" IRON PIPE FOUND
- 1-1/4" x 20" REBAR SET (4.30 LBS/LF)
ALL OTHER LOT CORNERS MARKED WITH
A 3/4" x 18" REBAR (1.13 LBS/FT)
- PLAT BOUNDARY
- PLAT RIGHT-OF-WAY LINE
- PLAT LOT LINES
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- PLATTED LOT LINE
- CHORD LINE
- EASEMENT LINE
- DRAINAGE ARROW
- "NO ACCESS"
- () DENOTES RECORD DATA DEPICTING THE SAME LINE
ON THE GROUND AS RETRACTED BY THIS SURVEY



BEARINGS ARE REFERENCED TO THE WISCONSIN
COUNTY COORDINATE SYSTEM, DANE COUNTY.
THE NORTH LINE OF THE SOUTHEAST QUARTER
OF SECTION 01-05-10 BEARS N86°41'54"W.



CURVE TABLE							
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C-1	99.78'	60.00'	95°16'48"	88.67'	N45°14'45"W	S87°06'51"W	N02°23'39"E
C-2	55.92'	54.18'	59°07'56"	53.47'	N67°09'30"W	N37°35'32"W	S83°16'31"W
C-3	36.98'	25.00'	84°44'34"	33.70'	N05°49'41"E	N48°11'58"E	N36°32'36"W
C-4	49.55'	540.00'	5°15'26"	49.53'	S50°49'41"W	S48°11'58"W	S53°27'24"W
C-5	39.27'	25.00'	90°00'00"	35.36'	S08°27'24"W	S53°27'24"W	S36°32'36"E
C-6	60.77'	460.00'	7°34'11"	60.73'	S40°19'41"E	S36°32'36"W	S44°06'47"E
C-7	71.34'	540.00'	7°34'11"	71.29'	N40°19'41"W	N36°32'36"W	N44°06'47"W
C-8	39.27'	25.00'	90°00'00"	35.36'	N81°32'36"W	S53°27'24"W	N36°32'36"W
C-9	429.91'	460.00'	53°32'54"	414.44'	S26°40'57"W	S00°05'30"E	S53°27'24"W
C-10	39.27'	25.00'	90°00'00"	35.36'	N08°27'24"E	N53°27'24"E	N36°32'36"W
C-11	39.27'	25.00'	90°00'00"	35.36'	S81°32'36"E	S36°32'36"E	N53°27'24"E
C-12	27.45'	267.00'	5°53'27"	27.44'	N56°24'08"E	N53°27'24"E	N59°20'52"E
C-13	504.68'	540.00'	53°32'54"	486.51'	N26°40'57"E	N00°05'30"W	N53°27'24"E
C-14	185.68'	267.00'	39°50'41"	181.96'	S73°22'45"W	N86°41'54"W	S53°27'24"W
C-15	158.23'	267.00'	33°57'14"	155.92'	N76°19'29"E	N59°20'52"E	S86°41'54"E

CURVE TABLE							
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C-16	43.40'	267.00'	9°18'45"	43.35'	S64°00'14"W	S68°39'37"W	S59°20'52"W
C-17	70.85'	267.00'	15°12'13"	70.64'	S61°03'31"W	S68°39'37"W	S53°27'24"W
C-18	88.06'	267.00'	18°53'45"	87.66'	N78°06'30"E	N68°39'37"E	N87°33'22"E
C-19	26.77'	267.00'	5°44'43"	26.76'	S89°34'16"E	N87°33'22"E	S86°41'54"E
C-20	39.27'	25.00'	90°00'00"	35.36'	S41°41'54"E	S86°41'54"E	S03°18'06"W
C-21	45.54'	183.00'	14°15'30"	45.42'	S03°49'39"E	S03°18'06"W	S10°57'24"E
C-22	46.27'	117.00'	22°39'29"	45.97'	S08°01'39"E	S03°18'06"W	S19°21'23"E
C-23	39.27'	25.00'	90°00'00"	35.36'	S48°18'06"W	N86°41'54"W	S03°18'06"W
C-24	233.72'	267.00'	50°09'19"	226.33'	N61°37'15"W	N36°32'36"W	N86°41'54"W
C-25	82.03'	267.00'	17°36'09"	81.71'	N77°53'50"W	N69°05'45"W	N86°41'54"W
C-26	88.32'	267.00'	18°57'10"	87.92'	N59°37'10"W	N50°08'35"W	N69°05'45"W
C-27	63.38'	267.00'	13°35'59"	63.23'	N43°20'35"W	N36°32'36"W	N50°08'35"W
C-28	39.27'	25.00'	90°00'00"	35.36'	N08°27'24"E	N53°27'24"E	N36°32'36"W
C-29	347.80'	460.00'	43°19'12"	339.57'	S24°57'42"W	S03°18'06"W	S46°37'18"W
C-30	42.25'	25.00'	96°50'06"	37.40'	N84°57'39"W	S46°37'18"W	N36°32'36"W

CURVE TABLE							
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C-31	291.50'	333.00'	50°09'19"	282.28'	S61°37'15"E	S86°41'54"E	S36°32'36"E
C-32	177.00'	333.00'	30°27'16"	174.92'	S51°46'14"E	S66°59'52"E	S36°32'36"E
C-33	74.45'	333.00'	12°48'38"	74.30'	S73°24'11"E	S79°48'30"E	S66°59'52"E
C-34	40.05'	333.00'	6°53'25"	40.02'	S83°15'12"E	S86°41'54"E	S79°48'30"E
C-35	197.34'	333.00'	33°57'14"	194.46'	S76°19'29"W	N86°41'54"W	S59°20'52"W
C-36	57.78'	333.00'	9°56'28"	57.70'	S88°19'52"W	N86°41'54"W	S83°21'37"W
C-37	69.78'	333.00'	12°00'20"	69.65'	S77°21'27"W	S83°21'37"W	S71°21'17"W
C-38	69.78'	333.00'	12°00'25"	69.66'	S65°21'04"W	S71°21'17"W	S59°20'52"W
C-39	472.70'	540.00'	50°09'19"	457.75'	S28°22'45"W	S03°18'06"W	S53°27'24"W
C-40	423.15'	540.00'	44°53'52"	412.41'	S25°45'02"W	S03°18'06"W	S48°11'58"W
C-41	467.30'	500.00'	53°32'54"	450.47'	S26°40'57"W	S53°27'24"W	S00°05'30"E
C-42	437.69'	500.00'	50°09'19"	423.85'	N28°22'45"E	N53°27'24"E	N03°18'06"E
C-43	262.61'	300.00'	50°09'19"	254.31'	N61°37'15"W	N36°32'36"W	N86°41'54"W
C-44	177.78'	300.00'	33°57'14"	175.19'	S76°19'29"W	N86°41'54"W	S59°20'52"W
C-45	66.06'	500.00'	7°34'11"	66.01'	S40°19'41"E	S36°32'36"E	S44°06'47"E

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S00°09'16"W	146.55'
L-2	S00°05'13"E	279.26'
L-3	S00°06'55"E	160.17'
L-4	N36°32'36"W	95.23'
L-5	S36°32'36"E	112.80'
L-6	S44°06'47"E	34.79'
L-7	S45°53'13"W	80.00'
L-8	N44°06'47"W	34.79'

LINE TABLE		
LINE	BEARING	DISTANCE
L-9	N36°32'36"W	112.80'
L-10	S89°54'30"W	80.00'
L-11	N87°50'42"W	203.18'
L-12	S86°42'21"E	255.00'
L-13	S48°15'13"E	23.73'
L-14	S36°32'36"E	251.90'
L-15	N53°27'24"E	80.00'
L-16	S82°33'08"W	110.67'

LINE TABLE		
LINE	BEARING	DISTANCE
L-17	S53°27'24"W	52.29'
L-18	N36°32'36"W	132.85'
L-19	N53°27'24"E	15.83'
L-20	N30°39'08"W	220.07'
L-21	N03°18'06"E	48.98'
L-22	S03°18'06"W	49.93'
L-23	S03°18'06"W	49.93'
L-24	S03°18'06"W	38.53'

LINE TABLE		
LINE	BEARING	DISTANCE
L-25	S03°18'06"W	38.53'
L-26	N03°17'38"E	38.85'
L-27	S44°06'47"E	34.79'
L-28	S36°32'36"E	177.80'
L-29	N36°32'36"W	65.00'



SURVEYED FOR:

KETTLE PARK WEST, LLC
161 HORIZON DRIVE, STE. 101A
VERONA, WI 53593
(608) 848-9050

SURVEYED BY:

JSD PROFESSIONAL SERVICES, INC.
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
(608) 848-5060

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__



Department of Administration

PROJECT LOCATION:

SECTION 01
TOWNSHIP 05 NORTH
RANGE 10 EAST
CITY OF STOUGHTON
DANE COUNTY, WISCONSIN



MADEIRA MILWAUKEE
KENOSHA APPLETON WAUSAU

KETTLE PARK WEST - THE MEADOWS ADDITION

PROJECT NO: 15-7018S	DRAWN BY: CJD	INITIAL SUBMITTAL DATE: MARCH 12, 2019
FIELDBOOK/PG: _____	CHECKED BY: TJB	REVISION RESUBMITTAL DATE: OCTOBER 18, 2019
SURVEYED BY: _____	APPROVED BY: _____	REVISION RESUBMITTAL DATE: DECEMBER 04, 2019
REVISION RESUBMITTAL DATE: MARCH 06, 2020		

KETTLE PARK WEST-THE MEADOWS ADDITION

OUTLOT 3, CERTIFIED SURVEY MAP No. 14059, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, TODD J. BUHR, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2614, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATE STATUTES AND THE LAND DIVISION AND SUBDIVISION REGULATION OF THE DANE COUNTY CODE OF ORDINANCES, AND BY THE DIRECTION OF KETTLE PARK WEST, LLC, OWNER, I HAVE SURVEYED, DIVIDED AND MAPPED THE PLAT OF "KETTLE PARK WEST-THE MEADOWS ADDITION" IN THE CITY OF STOUGHTON, DANE COUNTY, WISCONSIN, AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES, AND THE SUBDIVISION OF THE LANDS THEREOF, DESCRIBED AS FOLLOWS:

OUTLOT 3, CERTIFIED SURVEY MAP No. 14059, RECORDED IN VOLUME 94 OF CERTIFIED SURVEY MAPS, PAGES 166-169, AS DOCUMENT No. 5179692, AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 01, AFORESAID; THENCE NORTH 86 DEGREES 41 MINUTES 54 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 644.74 THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 09 MINUTES 16 SECONDS WEST, 146.55 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 13 SECONDS EAST, 279.26 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 55 SECONDS EAST, 160.17 FEET TO THE SOUTHEAST CORNER OF OUTLOT 3, CERTIFIED SURVEY MAP No. 14059, AFORESAID; THENCE SOUTH 89 DEGREES 53 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF OUTLOT 3, AFORESAID, 303.09 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY 99.78 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, THE CHORD BEARS NORTH 45 DEGREES 14 MINUTES 45 SECONDS WEST, 88.67 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY 55.92 FEET ALONG A ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 54.18 FEET, THE CHORD BEARS NORTH 67 DEGREES 09 MINUTES 30 SECONDS WEST, 53.47 FEET; THENCE NORTH 36 DEGREES 32 MINUTES 36 SECONDS WEST, 95.23 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY 36.98 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD BEARS NORTH 05 DEGREES 49 MINUTES 41 SECONDS EAST, 33.70 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 49.55 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00 FEET, THE CHORD BEARS SOUTH 50 DEGREES 49 MINUTES 41 SECONDS WEST, 49.53 FEET; THENCE SOUTH 53 DEGREES 27 MINUTES 24 SECONDS WEST, 639.79 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 39.27 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THE CHORD BEARS SOUTH 08 DEGREES 27 MINUTES 24 SECONDS WEST, 35.36 FEET; THENCE SOUTH 36 DEGREES 32 MINUTES 36 SECONDS EAST, 112.80 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 60.77 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 460.00 FEET, THE CHORD BEARS SOUTH 40 DEGREES 19 MINUTES 41 SECONDS EAST, 60.73 FEET; THENCE SOUTH 44 DEGREES 06 MINUTES 47 SECONDS EAST, 34.79 FEET; THENCE SOUTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, 80.00 FEET; THENCE NORTH 44 DEGREES 06 MINUTES 47 SECONDS WEST, 34.79 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 71.34 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00 FEET, THE CHORD BEARS NORTH 40 DEGREES 19 MINUTES 41 SECONDS WEST, 71.29 FEET; THENCE NORTH 36 DEGREES 32 MINUTES 36 SECONDS WEST, 112.80 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 39.27 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THE CHORD BEARS NORTH 81 DEGREES 32 MINUTES 36 SECONDS WEST, 35.36 FEET; THENCE SOUTH 53 DEGREES 27 MINUTES 24 SECONDS WEST, 481.07 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 429.91 FEET ALONG A ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 460.00 FEET, THE CHORD BEARING SOUTH 26 DEGREES 40 MINUTES 57 SECONDS WEST, 414.44 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST, 393.23 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST, 80.00 FEET TO THE NORTHEAST CORNER OF LOT 1, CERTIFIED SURVEY MAP No. 7803; THENCE NORTH 87 DEGREES 50 MINUTES 42 SECONDS WEST ALONG THE NORTH LINE OF LOT 1, AFORESAID, 203.18 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST ALONG SAID WEST LINE, 1,053.12 FEET; THENCE SOUTH 86 DEGREES 42 MINUTES 21 SECONDS EAST, 255.00 FEET; THENCE SOUTH 48 DEGREES 15 MINUTES 13 SECONDS EAST, 23.73 FEET; THENCE SOUTH 36 DEGREES 32 MINUTES 36 SECONDS EAST, 251.90 FEET; THENCE NORTH 53 DEGREES 27 MINUTES 24 SECONDS EAST, 481.07 FEE TO A POINT OF CURVE; THENCE NORTHEASTERLY 39.27 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THE CHORD BEARS NORTH 08 DEGREES 27 MINUTES 24 SECONDS EAST, 35.36 FEET; THENCE NORTH 53 DEGREES 27 MINUTES 24 SECONDS EAST, 80.00 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 39.27 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THE CHORD BEARS SOUTH 81 DEGREES 32 MINUTES 36 SECONDS EAST, 35.36 FEET; THENCE NORTH 53 DEGREES 27 MINUTES 24 SECONDS EAST, 480.56 FEET; THENCE NORTH 36 DEGREES 32 MINUTES 36 SECONDS WEST, 244.52 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 54 SECONDS WEST, 308.52 FEET; THENCE SOUTH 82 DEGREES 33 MINUTES 08 SECONDS WEST, 110.67 FEET; THENCE SOUTH 53 DEGREES 27 MINUTES 24 SECONDS WEST, 52.29 FEET; THENCE NORTH 36 DEGREES 32 MINUTES 36 SECONDS WEST, 132.85 FEET; THENCE NORTH 53 DEGREES 27 MINUTES 24 SECONDS EAST, 15.83 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY 27.45 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 267.00 FEET, THE CHORD BEARS NORTH 56 DEGREES 24 MINUTES 08 SECONDS EAST, 27.44 FEET; THENCE NORTH 30 DEGREES 39 MINUTES 08 SECONDS WEST, 220.07 FEET; THENCE NORTH 03 DEGREES 18 MINUTES 06 SECONDS EAST, 48.98 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 01, AFORESAID; THENCE SOUTH 86 DEGREES 41 MINUTES 54 SECONDS EAST ALONG SAID LINE, 1,442.86 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 1,058,029 SQUARE FEET OR 24.289 ACRES.

TODD J. BUHR, S-2614
PROFESSIONAL LAND SURVEYOR

DATE



CORPORATE OWNER'S CERTIFICATE

KETTLE PARK WEST, LLC, A LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION HAS CAUSED THE LAND DESCRIBED ON THE PLAT OF "KETTLE PARK WEST-NORTH ADDITION" TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON, SAID CORPORATION FURTHER CERTIFIES THAT THE PLAT OF "KETTLE PARK WEST-THE MEADOWS ADDITION" IS REQUIRED BY s.236.10 AND s.236.12 WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING AGENCIES FOR APPROVAL OR OBJECTION:

THE CITY OF STOUGHTON
DEPARTMENT OF TRANSPORTATION
DANE COUNTY ZONING & LAND REGULATION COMMITTEE
DEPARTMENT OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID KETTLE PARK WEST, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVES THIS ____ DAY OF _____, 2019.

KETTLE PARK WEST, LLC

BY: _____
DAVE M. JENKINS, MANAGING MEMBER

STATE OF WISCONSIN) SS
DANE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2019, THE ABOVE NAMED DAVE M. JENKINS OF THE ABOVE NAMED KETTLE PARK WEST, LLC, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, DANE COUNTY, WISCONSIN) MY COMMISSION
EXPIRES

CONSENT OF MORTGAGEE

McFARLAND STATE BANK, MORTGAGEE OF PART OF THE ABOVE DESCRIBED LAND, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF KETTLE PARK WEST, LLC AS AN OWNER.

WITNESS THE HAND AND SEAL OF McFARLAND STATE BANK, MORTGAGEE, THIS ____ DAY OF _____, 2019.

IN THE PRESENCE OF:

(SIGN NAME HERE) _____ (PRINT NAME AND TITLE HERE)

STATE OF WISCONSIN)ss
COUNTY OF DANE)ss

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2019, THE ABOVE NAMED OFFICER OF THE ABOVE NAMED McFARLAND STATE BANK, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN) MY COMMISSION EXPIRES

CITY OF STOUGHTON COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THE PLAT OF "KETTLE PARK WEST-THE MEADOWS ADDITION", WHICH HAS BEEN DULY FILED FOR THE APPROVAL OF THE CITY OF STOUGHTON COMMON COUNCIL, BE AND THE SAME IS HEREBY APPROVED AND THE DEDICATIONS, IF ANY DESIGNATED HEREON, ARE HEREBY ACKNOWLEDGED AND ACCEPTED BY THE CITY OF STOUGHTON.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE CITY OF STOUGHTON ON THIS ____ DAY OF _____, 2019.

HOLLY LIGHT, CLERK
CITY OF STOUGHTON

CITY OF STOUGHTON TREASURER'S CERTIFICATE

STATE OF WISCONSIN) SS
DANE COUNTY) SS

I, JAMIN FRIEDL, BEING THE DULY ELECTED QUALIFIED AND ACTING CITY TREASURER OF THE CITY OF STOUGHTON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS THIS ____ DAY OF _____, 2019 ON ANY OF THE LAND INCLUDED IN THE PLAT OF "KETTLE PARK WEST-THE MEADOWS ADDITION"

JAMIN FRIEDL, DIR. OF FINANCE / COMPTROLLER,
CITY OF STOUGHTON

DATE

CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN) SS
DANE COUNTY) SS

I, ADAM GALLAGHER, BEING THE DULY APPOINTED, QUALIFIED, AND ACTING TREASURER OF THE COUNTY OF DANE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THE ____ DAY OF _____, 2019, AFFECTING THE LANDS INCLUDED IN THE PLAT OF "KETTLE PARK WEST-THE MEADOWS ADDITION".

ADAM GALLAGHER
TREASURER, DANE COUNTY

DATE

CERTIFICATE OF REGISTER OF DEEDS

RECEIVED FOR RECORDING THIS ____ DAY OF _____, 2019, AT ____ O'CLOCK, ____ M. AND RECORDED IN VOLUME ____ OF PLATS ON PAGES ____ THROUGH ____ AS DOCUMENT NUMBER _____.

KRISTI CHLEBOWSKI
REGISTER OF DEEDS, DANE COUNTY

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20 ____



Department of Administration

SURVEYED FOR:

KETTLE PARK WEST, LLC
161 HORIZON DRIVE, STE. 101A
VERONA, WI 53593
(608) 848-9050

SURVEYED BY:

JSD PROFESSIONAL SERVICES, INC.
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
(608) 848-5060

PROJECT LOCATION:
SECTION 01
TOWNSHIP 05 NORTH
RANGE 10 EAST
CITY OF STOUGHTON
DANE COUNTY, WISCONSIN



CREATE THE VISION TELL THE STORY

MADISON | MILWAUKEE
KENOSHA | APPLETON | WAUSAU

KETTLE PARK WEST - THE MEADOWS ADDITION

PROJECT NO: 15-7018S	DRAWN BY: CJD	INITIAL SUBMITTAL DATE: MARCH 12, 2019
FIELDBOOK/Pg: _____	CHECKED BY: TJB	REVISION RESUBMITTAL DATE: OCTOBER 18, 2019
SURVEYED BY: _____	APPROVED BY: _____	REVISION RESUBMITTAL DATE: DECEMBER 04, 2019
		REVISION RESUBMITTAL DATE: MARCH 06, 2020

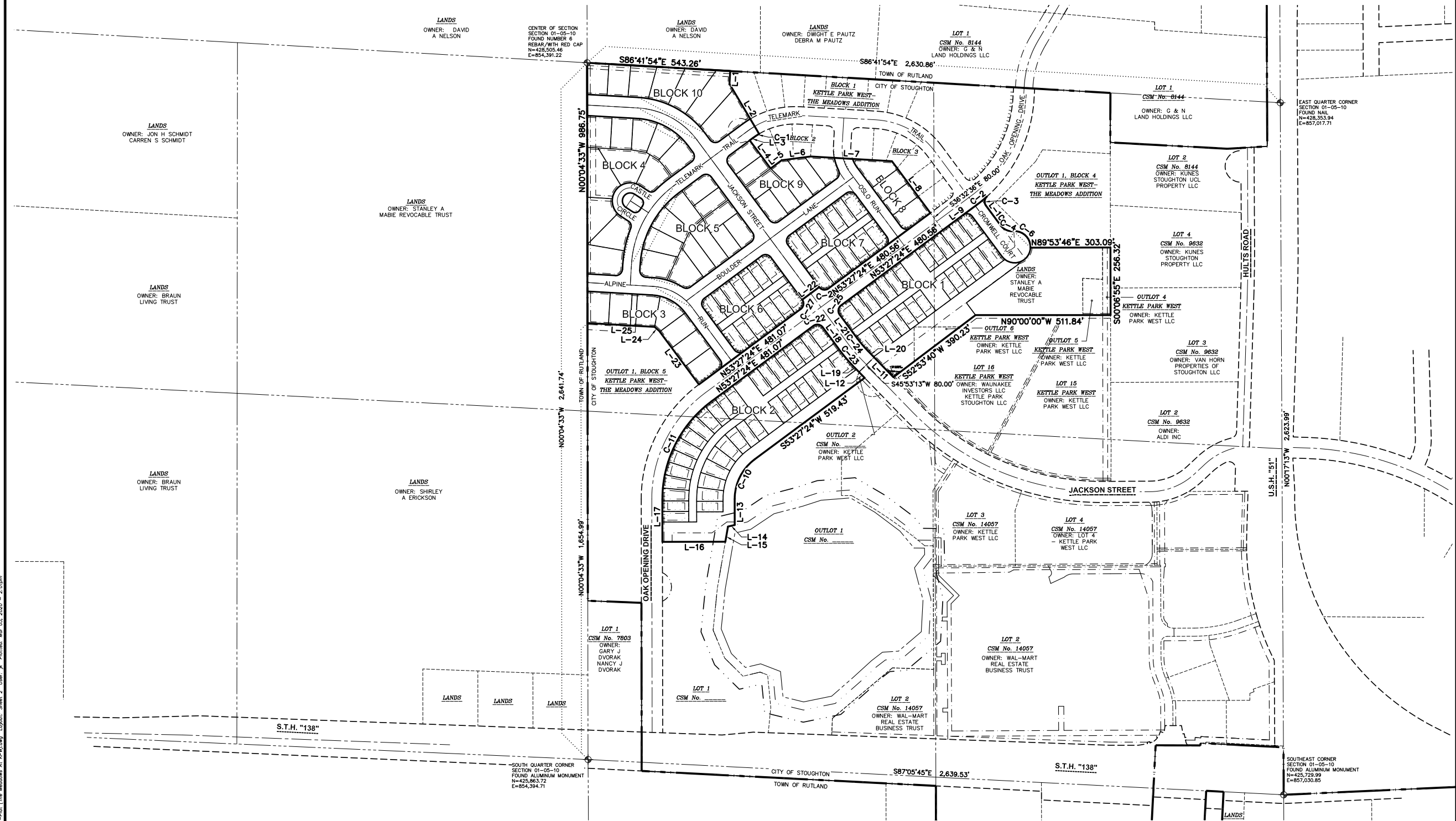
SHEET 3 OF 3

Final Plat

The Meadows at Kettle Park West

THE MEADOWS AT KETTLE PARK WEST

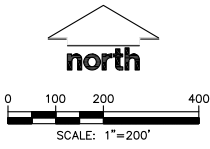
OUTLOTS 4, 5, AND 6, KETTLE PARK WEST, OUTLOT 2, CERTIFIED SURVEY MAP No. _____, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



LEGEND
BLOCK 2 PROPOSED BLOCK DESIGNATION (SEE SHEETS 3-6 FOR LOT NUMBERS)
CORPORATE BOUNDARY

PROJECT LOCATION:
SECTION 01
TOWNSHIP 05 NORTH
RANGE 10 EAST
CITY OF STOUGHTON
DANE COUNTY, WISCONSIN

PROJECT NO: 15-7018S
FIELDBOOK/PS: _____
SURVEYED BY: _____

DRAWN BY: CJD
CHECKED BY: TJB
APPROVED BY: _____

INITIAL SUBMITTAL DATE: FEBRUARY 22, 2019
REVISION RESUBMITTAL DATE: SEPTEMBER 05, 2019
REVISION RESUBMITTAL DATE: DECEMBER 04, 2019
REVISION RESUBMITTAL DATE: MARCH 06, 2020

JSD
Professional Services, Inc.
Engineering • Planning • Construction

CREATE THE VISION TELL THE STORY

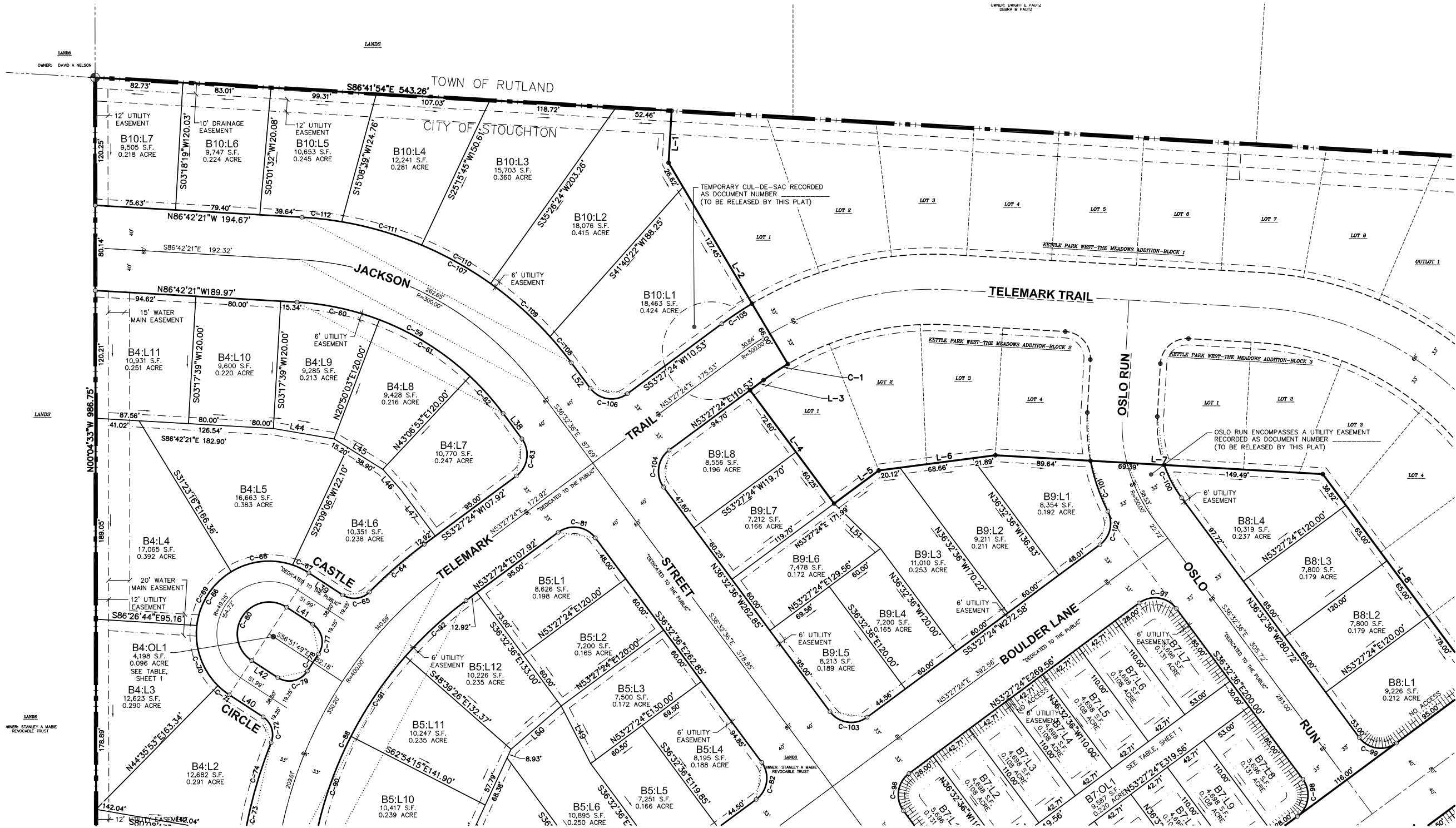
MADISON | MILWAUKEE
KENOSHA | APPLETON | WAUSAU

THE MEADOWS AT KETTLE PARK WEST

SHEET 2 OF 8

THE MEADOWS AT KETTLE PARK WEST

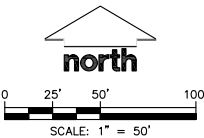
OUTLOTS 4, 5, AND 6, KETTLE PARK WEST, OUTLOT 2, CERTIFIED SURVEY MAP No. _____, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



SHEET SEQUENCE

PROJECT LOCATION:
SECTION 01
TOWNSHIP 05 NORTH
RANGE 10 EAST
CITY OF STOUGHTON
DANE COUNTY, WISCONSIN



MADISON | MILWAUKEE
KENOSHA | APPLETON | WAUSAU

THE MEADOWS AT KETTLE PARK WEST

PROJECT NO: 15-7018S	DRAWN BY: CJO	INITIAL SUBMITTAL DATE: FEBRUARY 22, 2019
FIELDBOOK/PG: _____	CHECKED BY: TJB	REVISION RESUBMITTAL DATE: SEPTEMBER 05, 2019
SURVEYED BY: _____	APPROVED BY: _____	REVISION RESUBMITTAL DATE: DECEMBER 04, 2019
		REVISION RESUBMITTAL DATE: MARCH 06, 2020

SHEET 3 OF 8

File: I:\2019\157018S\DWG\Survey\Sheets\157018S - Plat (The Meadows at Kettle Park West) - Sheet 3.dwg User: J. Buhr Printed: Mar 05, 2020 2:06pm

THE MEADOWS AT KETTLE PARK WEST

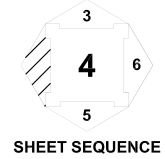
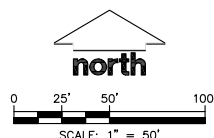
OUTLOTS 4, 5, AND 6, KETTLE PARK WEST, OUTLOT 2, CERTIFIED SURVEY MAP No. _____, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN





There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

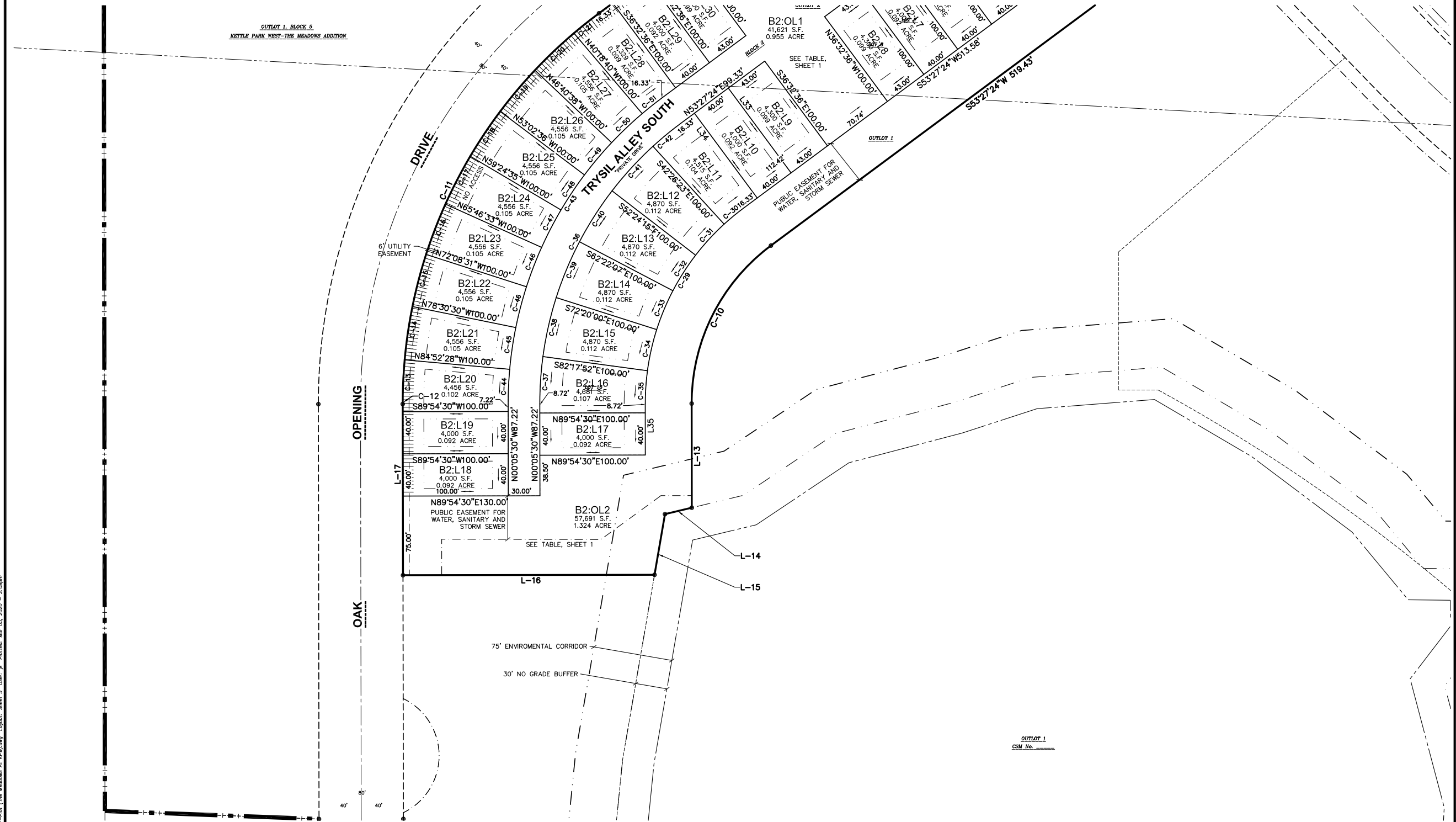


PROJECT LOCATION: SECTION 01 TOWNSHIP 05 NORTH RANGE 10 EAST CITY OF STOUGHTON DANE COUNTY, WISCONSIN		 <i>Professional Services, Inc.</i> <small>Engineers • Surveyors • Planners</small>		CREATE THE VISION  TELL THE STORY MADISON MILWAUKEE KENOSHA APPLETON WAUSAU	
THE MEADOWS AT KETTLE PARK WEST					
PROJECT NO: 15-7018S	DRAWN BY: CJD	INITIAL SUBMITTAL DATE: FEBRUARY 22, 2019			
FIELDBOOK/PG: _____	CHECKED BY: TJB	REVISION RESUBMITTAL DATE: SEPTEMBER 05, 2019			
SURVEYED BY: _____	APPROVED BY: _____	REVISION RESUBMITTAL DATE: DECEMBER 04, 2019			
		REVISION RESUBMITTAL DATE: MARCH 06, 2020			
SHEET 4 OF 8					

File: J:\2019\157018S\DWG\Survey\Sheets\157018S_Plot1_The Meadows At Kettle Park West.dwg Plot: The Meadows At Kettle Park West.dwg User: J. Printed: Mar 05, 2020 2:07pm

THE MEADOWS AT KETTLE PARK WEST

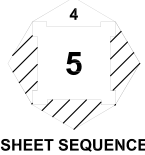
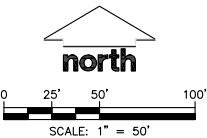
OUTLOTS 4, 5, AND 6, KETTLE PARK WEST, OUTLOT 2, CERTIFIED SURVEY MAP No. _____, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN



There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

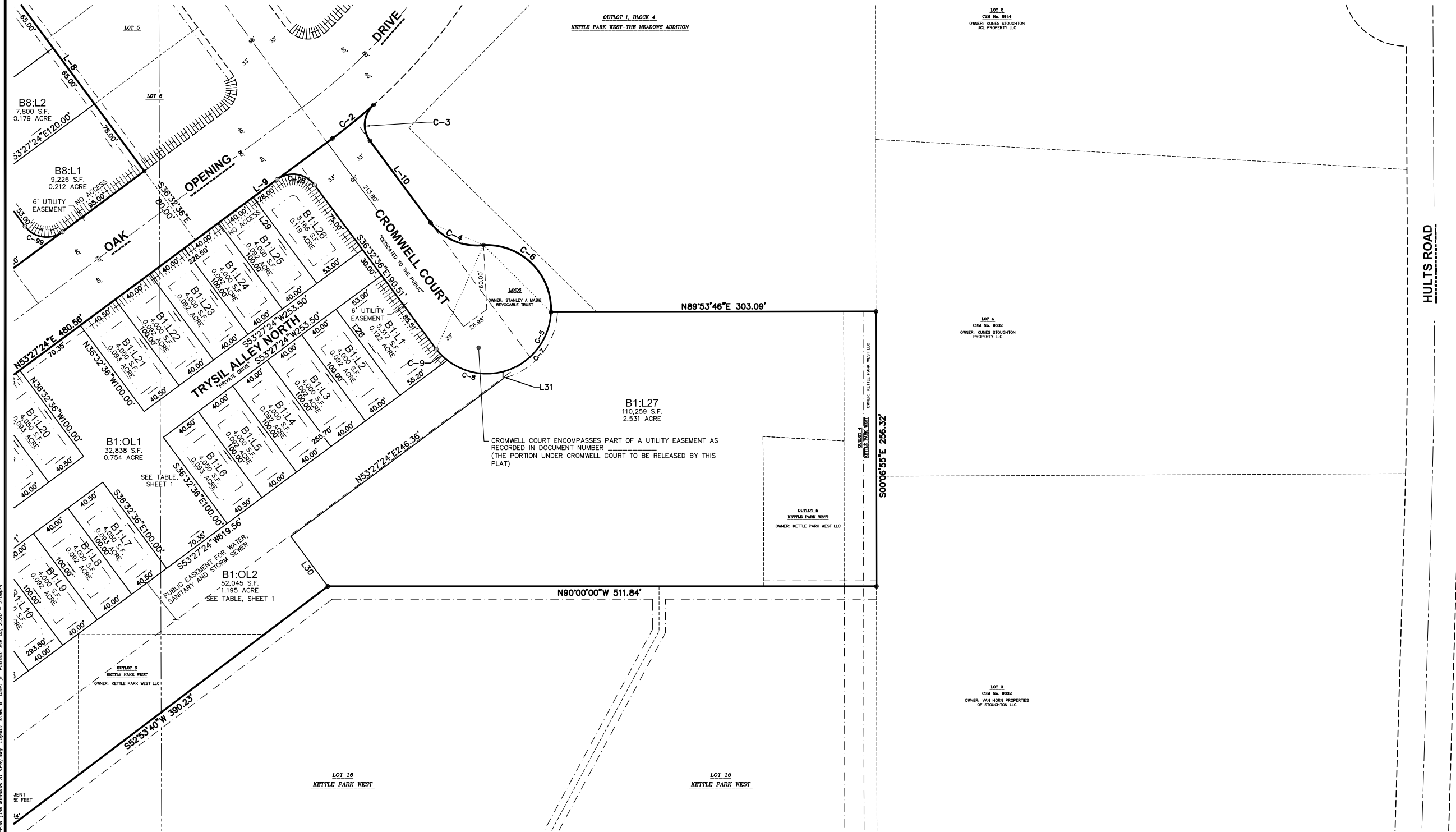
Department of Administration



PROJECT LOCATION: SECTION 01 TOWNSHIP 05 NORTH RANGE 10 EAST CITY OF STOUGHTON DANE COUNTY, WISCONSIN		 <i>Professional Services Inc.</i> Engineers • Planners • Designers		CREATE THE VISION  TELL THE STORY
THE MEADOWS AT KETTLE PARK WEST				
PROJECT NO: 15-7018S	DRAWN BY: CJO	INITIAL SUBMITTAL DATE:	FEBRUARY 22, 2019	
FIELDBOOK/PG: _____	CHECKED BY: TJB	REVISION RESUBMITTAL DATE:	SEPTEMBER 05, 2019	
SURVEYED BY: _____	APPROVED BY: _____	REVISION RESUBMITTAL DATE:	DECEMBER 04, 2019	
		REVISION RESUBMITTAL DATE:	MARCH 06, 2020	
SHEET 5 OF 8				

THE MEADOWS AT KETTLE PARK WEST

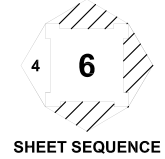
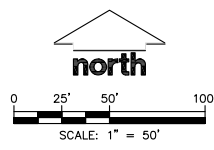
OUTLOTS 4, 5, AND 6, KETTLE PARK WEST, OUTLOT 2, CERTIFIED SURVEY MAP No. _____, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN





There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



PROJECT LOCATION: SECTION 01 TOWNSHIP 05 NORTH RANGE 10 EAST CITY OF STOUGHTON DANE COUNTY, WISCONSIN		 <i>Professional Services, Inc.</i> <small>Engineers • Planners • Designers</small>		CREATE THE VISION  TELL THE STORY
				MADISON ■ MILWAUKEE KENOSHA ■ JEFFERSON ■ WAUKESHA
THE MEADOWS AT KETTLE PARK WEST				
PROJECT NO: 15-7018S	DRAWN BY: CJO	INITIAL SUBMITTAL DATE:	FEBRUARY 22, 2019	
FIELDBOOK/PG: _____	CHECKED BY: TJB	REVISION RESUBMITTAL DATE:	SEPTEMBER 05, 2019	
SURVEYED BY: _____	APPROVED BY: _____	REVISION RESUBMITTAL DATE:	DECEMBER 04, 2019	
		REVISION RESUBMITTAL DATE:	MARCH 06, 2020	
SHEET 6 OF 8				

THE MEADOWS AT KETTLE PARK WEST

OUTLOTS 4, 5, AND 6, KETTLE PARK WEST, OUTLOT 2, CERTIFIED SURVEY MAP No. _____, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S03°18'06"W	48.98'
L-2	S30°39'08"E	220.07'
L-3	S53°27'24"W	15.83'
L-4	S36°32'36"E	132.85'
L-5	N53°27'24"E	52.29'
L-6	N82°33'08"E	110.67'
L-7	S86°41'54"E	308.52'
L-8	S36°32'36"E	244.52'
L-9	N53°27'24"E	159.23'
L-10	S36°32'36"E	95.23'
L-11	N44°06'47"W	104.88'
L-12	S44°06'47"E	30.85'
L-13	S00°05'30"E	98.71'
L-14	S76°31'36"W	26.15'
L-15	N09°48'08"E	58.33'
L-16	S89°54'30"W	238.54'
L-17	N00°05'29"W	162.22'
L-18	S36°32'36"E	112.80'
L-19	S44°06'47"E	34.79'
L-20	N44°06'47"W	34.79'
L-21	N36°32'36"W	112.80'
L-22	S53°27'24"W	80.00'
L-23	N36°32'36"W	251.90'
L-24	N48°15'13"W	23.73'
L-25	N86°42'21"W	255.00'
L26	S36°32'36"E	100.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L27	S36°32'36"E	100.00'
L28	S36°32'36"E	100.00'
L29	N36°32'36"W	100.00'
L30	N36°32'36"W	58.01'
L31	N00°00'00"E	6.91'
L32	S36°32'36"E	100.00'
L33	S36°32'36"E	100.00'
L34	S36°32'36"E	100.00'
L35	N00°05'30"W	48.72'
L37	S36°32'36"E	100.00'
L38	N36°32'36"W	29.69'
L39	S56°51'49"E	37.91'
L40	N56°51'49"W	37.91'
L41	N56°51'49"W	29.29'
L42	S56°51'49"E	29.29'
L43	N03°17'39"E	20.93'
L44	N80°15'04"W	57.90'
L45	N58°01'32"W	54.10'
L46	N41°42'51"W	25.24'
L47	N36°32'36"W	54.69'
L48	N03°17'39"E	20.93'
L49	S27°04'51"E	60.83'
L50	N49°13'52"E	62.33'
L51	N45°52'43"W	60.81'
L52	N36°32'36"W	29.69'

CURVE TABLE							
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD	TANGENT IN	TANGENT OUT
C-1	27.45'	267.00'	5°53'27"	S56°24'08"W	27.44'	S59°20'52"W	S53°27'24"W
C-2	49.55'	540.00'	5°15'26"	N50°49'41"E	49.53'	S53°27'24"W	S48°11'58"W
C-3	36.98'	25.00'	84°44'34"	S05°49'41"W	33.70'	S48°11'58"W	S36°32'36"E
C-4	55.92'	54.18'	59°07'56"	S67°09'30"E	53.47'	S37°35'32"E	N83°16'31"E
C-5	245.79'	60.00'	234°43'00"	S24°28'21"W	106.58'	N87°06'51"E	N38°10'09"W
C-6	99.78'	60.00'	95°16'48"	S45°14'45"E	88.67'	N87°06'51"E	S02°23'39"W
C-7	76.47'	60.00'	73°01'40"	S38°54'29"W	71.40'	S02°23'39"W	S75°25'19"W
C-8	54.85'	60.00'	52°22'31"	N78°23'25"W	52.96'	S75°25'19"W	N52°12'09"W
C-9	14.70'	60.00'	14°02'00"	N45°11'09"W	14.66'	N52°12'09"W	N38°10'09"W
C-10	173.83'	186.00'	53°32'53"	S26°40'58"W	167.58'	S53°27'24"W	S00°05'29"E
C-11	429.91'	460.00'	53°32'51"	N26°40'57"E	414.44'	N00°05'30"W	N53°27'24"E
C-12	41.89'	460.00'	5°13'02"	N02°31'01"E	41.87'	N00°05'30"W	N05°07'32"E
C-13	41.89'	460.00'	5°13'02"	N02°31'01"E	41.87'	N00°05'30"W	N05°07'32"E
C-14	51.11'	460.00'	6°21'58"	N08°18'31"E	51.08'	N05°07'32"E	N11°29'30"E
C-15	51.11'	460.00'	6°21'58"	N14°40'30"E	51.08'	N11°29'30"E	N17°51'29"E
C-16	51.11'	460.00'	6°21'58"	N21°02'28"E	51.08'	N17°51'29"E	N24°13'27"E
C-17	51.11'	460.00'	6°21'58"	N27°24'26"E	51.08'	N24°13'27"E	N30°35'25"E
C-18	51.11'	460.00'	6°21'58"	N33°46'24"E	51.08'	N30°35'25"E	N36°57'24"E
C-19	51.11'	460.00'	6°21'58"	N40°08'23"E	51.08'	N36°57'24"E	N43°19'22"E
C-20	51.11'	460.00'	6°21'58"	N46°30'21"E	51.08'	N43°19'22"E	N49°41'20"E
C-21	14.69'	460.00'	3°46'04"	N51°34'22"E	30.24'	N49°41'20"E	N53°27'24"E
C-22	39.27'	25.00'	90°00'00"	S81°32'36"E	35.36'	N53°27'24"E	S36°32'36"E
C-23	71.34'	540.00'	7°34'11"	S40°19'41"E	71.29'	S36°32'36"E	S44°06'47"E
C-24	60.77'	460.00'	7°34'11"	N40°19'41"W	60.73'	S44°06'47"E	S36°32'36"E
C-25	39.27'	25.00'	90°00'00"	N08°27'24"E	35.36'	S36°32'36"E	S53°27'24"W
C-26	39.27'	25.00'	90°00'00"	N81°32'36"W	35.36'	S53°27'24"W	N36°32'36"W
C-27	39.27'	25.00'	90°00'00"	S08°27'24"W	35.36'	S36°32'36"E	S53°27'24"W
C-28	39.27'	25.00'	90°00'03"	N81°32'36"W	35.36'	N36°32'34"W	S53°27'23"W
C-29	214.96'	230.00'	53°32'54"	S26°40'58"W	207.22'	S53°27'24"W	S00°05'29"E
C-30	23.67'	230.00'	5°53'47"	S50°30'31"W	23.66'	S53°27'24"W	S47°33'37"W
C-31	40.00'	230.00'	9°57'52"	S42°34'41"W	39.95'	S47°33'37"W	S37°35'45"W
C-32	40.00'	230.00'	9°57'52"	S32°36'49"W	39.95'	S37°35'45"W	S27°37'53"W
C-33	40.00'	230.00'	9°57'52"	S22°38'57"W	39.95'	S27°37'53"W	S17°40'01"W
C-34	40.00'	230.00'	9°57'52"	S12°41'04"W	39.95'	S17°40'00"W	S07°42'08"W
C-35	31.29'	230.00'	7°47'37"	S03°48'19"W	31.26'	S07°42'08"W	S00°05'29"E
C-36	24.55'	330.00'	53°32'54"	N26°40'57"E	297.31'	N00°05'29"W	N53°27'24"E
C-37	44.89'	330.00'	53°32'51"	N03°48'19"E	44.85'	N00°05'29"W	N07°42'08"E
C-38	57.39'	330.00'	9°57'52"	N12°41'04"E	57.32'	N07°42'08"E	N17°40'01"E

CURVE TABLE							
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD	TANGENT IN	TANGENT OUT
C-39	57.39'	330.00'	9°57'52"	N22°38'57"E	57.32'	N17°40'00"E	N27°37'53"E
C-40	57.39'	330.00'	9°57'52"	N32°36'49"E	57.32'	N27°37'53"E	N37°35'45"E
C-41	57.39'	330.00'	9°57'52"	N42°34'41"E	57.32'	N37°35'45"E	N47°33'37"E
C-42	33.96'	330.00'	5°53'47"	N50°30'31"E	33.95'	N47°33'37"E	N53°27'24"E
C-44	32.78'	360.00'	5°13'02"	N02°31'01"E	32.77'	N00°05'30"W	N05°07'32"E
C-45	40.00'	360.00'	6°21'58"	N08°18'31"E	39.98'	N05°07'32"E	N11°29'30"E
C-46	40.00'	360.00'	6°21'58"	N14°40'29"E	39.98'	N11°29'30"E	N17°51'29"E
C-46	40.00'	360.00'	6°21'58"	N21°02'28"E	39.98'	N17°51'29"E	N24°13'27"E
C-47	40.00'	360.00'	6°21'58"	N27°24'26"E	39.98'	N24°13'27"E	N30°35'25"E
C-48	2.77'	360.00'	6°21'58"	N33°46'25"E	39.98'	N30°35'25"E	N36°57'24"E
C-49	40.00'	360.00'	6°21'58"	N40°08'23"E	39.98'	N36°57'24"E	N43°19'22"E
C-50	40.00'	360.00'	6°21'58"	N46°30'22"E	39.98'	N43°19'23"E	N49°41'21"E
C-51	23.67'	360.00'	3°46'04"	N51°34'22"E	23.67'	N49°41'20"E	N53°27'24"E
C-55	146.21'	167.00'	50°09'45"	N61°37'28"W	141.58'	N36°32'36"W	N86°42'21"W
C-56	30.36'	167.00'	10°24'59"	N81°29'52"W	30.32'	N76°17'22"W	N86°42'21"W
C-57	115.85'	167.00'	39°44'47"	N56°24'59"W	113.54'	N36°32'36"W	N76°17'22"W
C-58	39.27'	25.00'	90°00'00"	N08°27'24"E	35.36'	N53°27'24"E	N36°32'36"W
C-59	227.63'	260.00'	50°09'45"	N61°37'28"W	220.43'	N36°32'36"W	N86°42'21"W
C-60	79.59'	260.00'	17°32'24"	N77°56'09"W	79.28'	N69°09'57"W	N86°42'21"W
C-61	101.11'	260.00'	22°16'50"	N58°01'32"W	100.47'	N46°53'07"W	N69°09'57"W
C-62	46.93'	260.00'	10°20'32"	N41°42'51"W	46.87'	N36°32'36"W	N46°53'07"W
C-63	39.27'	25.00'	90°00'00"	N08°27'24"E	35.36'	N53°27'24"E	N36°32'36"W
C-64	68.43'	433.00'	9°03'15"	N48°55'47"E	68.35'	N44°24'09"E	N53°27'24"E
C-65	27.48'	20.00'	78°44'02"	N83°46'10"E	25.37'	S56°51'49"E	N44°24'09"E
C-66	215.20'	68.50'	3°28'01"	S33°08'11"W	137.00'	N56°51'49"W	S56°51'49"E
C-67	17.14'	68.50'	14°20'18"	N64°01'57"W	17.10'	N56°51'49"W	N71°12'06"W
C-68	60.00'	68.50'	50°11'10"	S83°42'19"W	58.10'	N71°12'06"W	S58°36'44"W
C-69	62.15'	68.50'	51°59'18"	S32°37'05"W	60.04'	S58°36'44"W	S06°37'26"W
C-70	62.20'	68.50'	52°01'33"	S19°23'21"E	60.08'	S06°37'26"W	S45°24'07"E
C-71	13.70'	68.50'	12°32'44"	S51°07'58"E	13.68'	S45°24'07"E	S56°51'49"E
C-72	27.48'	20.00'	78°44'02"	N17°29'47"W	25.37'	N21°52'14"E	N56°51'49"W
C-73	140.39'	433.00'	18°34'35"	N12°34'56"E	139.77'	N03°17'39"E	N21°52'14"E
C-74	90.75'	433.00'	12°00'30"	N15°51'59"E	90.59'	N09°51'43"E	N21°52'14"E
C-75	49.64'	433.00'	6°34'04"	N06°34'41"E	49.61'	N03°17'39"E	N09°51'43"E
C-76	39.27'	25.00'	90°00'00"	N48°17'39"E	35.36'	S86°42'21"E	N03°17'39"E
C-77	31.86'	20.00'	91°15'54"	N11°13'52"W	28.59'	N34°24'05"E	N56°51'49"W
C-78	19.12'	433.00'	2°31'47"	N33°08'11"E	19.12'	N31°52'18"E	N34°24'05"E
C-79	31.86'	20.00'	91°15'54"	N77°30'15"E	28.59'	S56°51'49"E	N31°52'18"E

CURVE TABLE							
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD	TANGENT IN	TANGENT OUT
C-80	94.25'	30.00'	180°00'00"	S33°08'11"W	60.00'	N56°51'49"W	S56°51'49"E
C-81	39.27'	25.00'	90°00'00"	S81°32'36"E	35.36'	N53°27'24"E	S36°32'36"E
C-82	39.27'	25.00'	90°00'00"	S08°27'24"W	35.36'	S36°32'36"E	S53°27'24"W
C-83	30.16'	25.00'	69°07'19"	S88°01'04"W	28.36'	S53°27'24"E	N57°25'16"W
C-84	119.09'	233.00'	29°17'05"	N72°03'49"W	117.80'	N57°25'16"W	N86°42'21"W
C-85	66.44'	233.00'	16°20'17"	N65°35'25"W	66.22'	N57°25'16"W	N73°45'34"W
C-86	52.65'	233.00'	12°56'47"	N80°13'57"W	52.54'	N73°45'34"W	N86°42'21"W
C-87	39.27'	25.00'	90°00'00"	N41°42'21"W	35.36'	N86°42'21"W	N03°17'39"E
C-88	321.31'	367.00'	29°17'04"	N28°22'32"E	311.15'	N03°17'39"E	N53°27'24"E
C-89	61.22'	367.00'	9°33'28"	N08°04'23"E	61.15'	N03°17'39"E	N12°51'07"E
C-90	91.24'	367.00'	14°14'38"	N19°58'26"E	91.00'	N12°51'07"E	N27°05'45"E
C-91	91.26'	367.00'	14°14'48"	N34°13'10"E	91.02'	N27°05'45"E	N41°20'34"E
C-92	77.59'	367.00'	12°06'51"	N47°23'59"E	77.45'	N41°20'34"E	N53°27'24"E
C-93	39.27'	25.00'	90°00'00"	N08°27'24"E	35.36'	N36°32'36"W	N53°27'24"E
C-94	39.27'	25.00'	90°00'00"	S81°32'36"E	35.36'	N53°27'24"E	S36°32'36"E
C-95	39.27'	25.00'	90°00'00"	N81°32'36"W	35.36'	S53°27'24"W	N36°32'36"W
C-96	39.27'	25.00'	90°00'00"	N08°27'24"E	35.36'	N36°32'36"W	N53°27'24"E
C-97	39.27'	25.00'	90°00'00"	S81°32'36"E	35.36'	N53°27'24"E	S36°32'36"E
C-98	39.27'	25.00'	90°00'00"	S08°27'24"W	35.36'	S36°32'36"E	S53°27'24"W
C-99	39.27'	25.00'	90°00'00"	S81°32'36"E	35.36'	S36°32'36"E	N53°27'24"E
C-100	35.10'	117.00'	17°11'12"	S27°57'00"E	34.96'	S19°21'23"E	S36°32'36"E
C-101	50.53'	183.00'	15°49'19"	N18°52'04"W	50.37'	N26°46'43"W	N10°57'24"W
C-102	35.01'	25.00'	80°14'07"	N13°20'21"E	32.22'	N53°27'24"E	N26°46'43"W
C-103	39.27'	25.00'	90°00'00"	S81°32'36"E	35.36'	S36°32'36"E	N53°27'24"E
C-104	39.27'	25.00'	90°00'00"	S08°27'24"W	35.36'	S53°27'24"E	S36°32'36"E
C-105	34.24'	333.00'	5°53'27"	S56°24'08"W	34.22'	S20°50'52"W	S53°27'24"W
C-106	39.27'	25.00'	90°00'00"	N81°32'36"W	35.36'	S53°27'24"W	N36°32'36"W
C-107	297.67'	340.00'	50°09'45"	N61°37'28"W	288.25'	N36°32'36"W	N86°42'21"W
C-108	31.93'	340.00'	5°22'53"	N39°14'02"W	31.92'	N36°32'36"W	N41°55'29"W
C-109	74.98'	340.00'	12°38'07"	N48°14'33"W	74.83'	N41°55'29"W	N54°33'36"W
C-110	74.51'	340.00'	12°33'23"	N60°50'18"W	74.36'	N54°33'36"W	N67°06'59"W
C-111	297.66'	340.00'	50°09'44"	N83°43'46"W	288.31'	N67°06'59"W	N80°20'32"W
C-112	37.76'	340.00'	6°21'48"	N73°31'27"W	37.74'	N80°20'32"W	N86°42'21"W

THE MEADOWS AT KETTLE PARK WEST

OUTLOTS 4, 5, AND 6, KETTLE PARK WEST, OUTLOT 2, CERTIFIED SURVEY MAP No. _____, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, TODD J. BUHR, WISCONSIN PROFESSIONAL LAND SURVEYOR NO. S-2614, HEREBY CERTIFY THAT UNDER THE DIRECTION OF KETTLE PARK WEST, LLC, THIS SURVEY AND MAP HAS BEEN PREPARED IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATE STATUTES AND THE LAND DIVISION AND SUBDIVISION REGULATION OF THE DANE COUNTY AND CITY OF STOUGHTON CODE OF ORDINANCES AND COMPLIES WITH WISCONSIN ADMINISTRATIVE CODE A-E7 AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE INFORMATION PROVIDED.

OUTLOTS 4, 5, AND 6, KETTLE PARK WEST, RECORDED IN VOLUME 60-082B OF PLATS, ON PAGES 450-451, AS DOCUMENT No. 5369642, OUTLOT 2, CERTIFIED SURVEY MAP No. _____, RECORDED IN VOLUME _____ OF CERTIFIED SURVEY MAPS, ON PAGES _____, AS DOCUMENT No. _____, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 01, AFORESAID; THENCE NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 1,654.99 FEET TO THE NORTHWEST CORNER OF 3, KETTLE PARK WEST-THE MEADOWS ADDITION AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 04 MINUTES 33 SECONDS WEST, 986.75 FEET TO THE CENTER OF SECTION 01, AFORESAID; THENCE SOUTH 86 DEGREES 41 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER, AFORESAID, 543.26 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, KETTLE PARK WEST-THE MEADOWS ADDITION; THENCE SOUTH 03 DEGREES 18 MINUTES 06 SECONDS WEST, 48.98 FEET TO A BEND IN THE WESTERN LINE OF SAID LOT 1; THENCE SOUTH 30 DEGREES 39 MINUTES 08 SECONDS EAST ALONG SAID LINE, 220.07 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF TELEMAR TRAIL AND A POINT ON A CURVE; THENCE SOUTHWESTERLY 27.45 FEET ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 267.00 FEET, THE CHORD BEARS SOUTH 56 DEGREES 24 MINUTES 08 SECONDS WEST, 27.44 FEET; THENCE SOUTH 53 DEGREES 27 MINUTES 24 SECONDS WEST, 15.83 FEET TO NORTHWEST CORNER OF LOT 1, BLOCK 2 OF KETTLE PARK WEST-THE MEADOWS ADDITION; THENCE SOUTH 36 DEGREES 32 MINUTES 36 SECONDS EAST ALONG THE WEST LINE OF LOT 1, BLOCK 2, AFORESAID, 132.85 FEET TO SOUTHWEST CORNER OF BLOCK 2; THENCE NORTH 53 DEGREES 27 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF BLOCK 2, 52.29 FEET; THENCE NORTH 82 DEGREES 33 MINUTES 08 SECONDS EAST ALONG SAID BLOCK, 110.67 FEET; THENCE SOUTH 86 DEGREES 41 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF BLOCK 2 AND BLOCK 3, KETTLE PARK WEST-THE MEADOWS ADDITION, 308.52 FEET; THENCE SOUTH 36 DEGREES 32 MINUTES 36 SECONDS EAST ALONG SAID SOUTH LINE, 244.52 FEET TO THE NORTHERLY RIGHT-OF-WAY OF OAK OPENING DRIVE; THENCE SOUTH 36 DEGREES 32 MINUTES 36 SECONDS EAST, 80.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF OAK OPENING DRIVE; THENCE NORTH 53 DEGREES 27 MINUTES 24 SECONDS EAST ALONG SAID LINE, 159.23 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY 49.55 FEET ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 540.00 FEET, THE CHORD BEARS NORTH 50 DEGREES 49 MINUTES 41 SECONDS EAST, 49.53 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 36.98 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THE CHORD BEARS SOUTH 05 DEGREES 49 MINUTES 41 SECONDS WEST, 33.70 FEET; THENCE SOUTH 36 DEGREES 32 MINUTES 36 SECONDS EAST, 95.23 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 55.92 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 54.18 FEET, THE CHORD BEARS SOUTH 67 DEGREES 09 MINUTES 30 SECONDS EAST, 53.47 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY 99.78 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, THE CHORD BEARS SOUTH 45 DEGREES 45 SECONDS EAST, 88.67 FEET TO THE SOUTHWESTERLY CORNER OF OUTLOT 2 OF KETTLE PARK WEST-THE MEADOWS ADDITION; THENCE NORTH 89 DEGREES 53 MINUTES 46 SECONDS EAST, 303.09 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT 2, ALSO BEING THE NORTHEAST CORNER OF OUTLOT 4, KETTLE PARK WEST, AFORESAID; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF OUTLOT 4, AFORESAID, 256.32 FEET TO THE NORTHEAST CORNER OF LOT 15, KETTLE PARK WEST, AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF LOTS 15 AND 16, KETTLE PARK WEST, AFORESAID, 511.84 FEET TO THE NORTHWEST CORNER OF LOT 16, KETTLE PARK WEST, AFORESAID; THENCE SOUTH 53 DEGREES 27 MINUTES 24 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF LOT 16, AFORESAID, 390.23 FEET TO THE WESTERNMOST CORNER OF SAID LOT 16 AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE NORTH 44 DEGREES 06 MINUTES 47 SECONDS WEST ALONG SAID LINE, 104.88 FEET; THENCE SOUTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, 80.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE SOUTH 44 DEGREES 06 MINUTES 47 SECONDS EAST ALONG SAID LINE, 30.85 FEET TO THE NORTHERNMOST CORNER OF OUTLOT 2, CERTIFIED SURVEY MAP No. _____, AFORESAID; THENCE SOUTH 53 DEGREES 27 MINUTES 24 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID OUTLOT, 519.43 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 173.83 FEET ALONG SAID LINE ON AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 186.00 FEET, THE CHORD BEARS SOUTH 26 DEGREES 40 MINUTES 58 SECONDS WEST, 167.58 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE, 133.49 FEET; THENCE SOUTH 09 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID LINE, 29.17 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST, 268.99 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP AND THE EASTERLY RIGHT-OF-WAY LINE OF OAK OPENING DRIVE; THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS WEST ALONG SAID LINE, 162.22 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY 429.91 FEET ALONG SAID RIGHT-OF-WAY ON AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, THE CHORD BEARS NORTH 26 DEGREES 40 MINUTES 57 SECONDS EAST, 414.44 FEET; THENCE NORTH 53 DEGREES 27 MINUTES 24 SECONDS EAST ALONG SAID LINE, 481.07 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 39.27 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD BEARS SOUTH 81 DEGREES 32 MINUTES 36 SECONDS EAST, 35.36 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE SOUTH 36 DEGREES 32 MINUTES 36 SECONDS EAST ALONG SAID LINE, 112.80 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY 71.34 FEET ALONG SAID RIGHT-OF-WAY ON AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 540.00 FEET, THE CHORD BEARS SOUTH 40 DEGREES 19 MINUTES 41 SECONDS EAST, 71.29 FEET; THENCE SOUTH 44 DEGREES 06 MINUTES 47 SECONDS EAST ALONG SAID LINE, 34.79 FEET; THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS EAST, 80.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE NORTH 44 DEGREES 06 MINUTES 47 SECONDS WEST ALONG SAID LINE, 34.79 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 60.77 FEET ALONG SAID LINE ON AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, THE CHORD BEARS NORTH 40 DEGREES 19 MINUTES 41 SECONDS WEST, 60.73 FEET; THENCE NORTH 36 DEGREES 32 MINUTES 36 SECONDS WEST ALONG SAID LINE, 112.80 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY 39.27 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD BEARS NORTH 08 DEGREES 27 MINUTES 24 SECONDS EAST, 35.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF OAK OPENING DRIVE; THENCE NORTH 53 DEGREES 27 MINUTES 24 SECONDS EAST ALONG SAID LINE, 480.56 FEET; THENCE NORTH 36 DEGREES 32 MINUTES 36 SECONDS WEST, 80.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF OAK OPENING DRIVE; THENCE SOUTH 53 DEGREES 27 MINUTES 24 SECONDS WEST ALONG SAID LINE, 480.56 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 39.27 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD BEARS SOUTH 08 DEGREES 27 MINUTES 24 SECONDS WEST, 35.36 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF OAK OPENING DRIVE; THENCE SOUTH 53 DEGREES 27 MINUTES 24 SECONDS WEST ALONG SAID LINE, 481.07 FEET TO THE NORTHEAST CORNER OF OUTLOT 3, KETTLE PARK WEST-THE MEADOWS ADDITION; THENCE NORTH 36 DEGREES 32 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF OUTLOT 3, BLOCK 6, AFORESAID, 251.90 FEET; THENCE NORTH 48 DEGREES 15 MINUTES 13 SECONDS WEST ALONG SAID LINE, 23.73 FEET; THENCE NORTH 86 DEGREES 42 MINUTES 21 SECONDS WEST ALONG SAID LINE, 255.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,528,844 SQUARE FEET OR 35.097 ACRES.

TODD J. BUHR, S-2614
PROFESSIONAL LAND SURVEYOR

DATE



CORPORATE OWNER'S CERTIFICATE

KETTLE PARK WEST, LLC, A LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION HAS CAUSED THE LAND DESCRIBED ON THE PLAT OF "THE MEADOWS AT KETTLE PARK WEST" TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. SAID CORPORATION FURTHER CERTIFIES THAT THE PLAT OF "THE MEADOWS AT KETTLE PARK WEST" IS REQUIRED BY s.236.10 AND s.236.12 WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING AGENCIES FOR APPROVAL OR OBJECTION:

THE CITY OF STOUGHTON
DEPARTMENT OF TRANSPORTATION
DANE COUNTY ZONING & LAND REGULATION COMMITTEE
DEPARTMENT OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID KETTLE PARK WEST, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVES THIS _____ DAY OF _____, 2019.

KETTLE PARK WEST, LLC

BY: _____
DAVE M. JENKINS,
MANAGING MEMBER

STATE OF WISCONSIN) SS
DANE COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019, THE ABOVE NAMED DAVE M. JENKINS OF THE ABOVE NAMED KETTLE PARK WEST, LLC, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC,
DANE COUNTY, WISCONSIN

MY COMMISSION EXPIRES

CONSENT OF MORTGAGEE

McFarland STATE BANK, MORTGAGEE OF PART OF THE ABOVE DESCRIBED LAND, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF KETTLE PARK WEST, LLC AS AN OWNER.

WITNESS THE HAND AND SEAL OF McFarland STATE BANK, MORTGAGEE, THIS _____ DAY OF _____, 2019.

IN THE PRESENCE OF:

(SIGN NAME HERE)

(PRINT NAME AND TITLE HERE)

STATE OF WISCONSIN) ss
COUNTY OF DANE)ss

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019, THE ABOVE NAMED OFFICER OF THE ABOVE NAMED McFarland STATE BANK, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC,
STATE OF WISCONSIN

MY COMMISSION EXPIRES

CITY OF STOUGHTON COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THE PLAT OF "THE MEADOWS AT KETTLE PARK WEST", WHICH HAS BEEN DULY FILED FOR THE APPROVAL OF THE CITY OF STOUGHTON COMMON COUNCIL, BE AND THE SAME IS HEREBY APPROVED AND THE DEDICATIONS, IF ANY DESIGNATED HEREON, ARE HEREBY ACKNOWLEDGED AND ACCEPTED BY THE CITY OF STOUGHTON.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE CITY OF STOUGHTON ON THIS _____ DAY OF _____, 2019.

LANA KROPP, CLERK
CITY OF STOUGHTON

CITY OF STOUGHTON TREASURER'S CERTIFICATE

I, LAURIE SULLIVAN, BEING THE DULY ELECTED QUALIFIED AND ACTING CITY TREASURER OF THE CITY OF STOUGHTON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS THIS _____ DAY OF _____, 2019 ON ANY OF THE LAND INCLUDED IN THE PLAT OF "THE MEADOWS AT KETTLE PARK WEST"

LAURIE SULLIVAN,
CITY TREASURER,
CITY OF STOUGHTON

DATE

EASEMENT/RESTRICTION RELEASE BY APPROVAL AUTHORITY

BY APPROVAL OF THIS PLAT, THE CITY OF STOUGHTON HEREBY RELEASES ITS RIGHTS TO THE TEMPORARY CUL-DE-SAC EASEMENT RECORDED AS DOCUMENT NUMBER _____ ON ASPEN TRAIL, THE UTILITY EASEMENT RECORDED AS DOCUMENT NUMBER _____ ALONG OSLO RUN BEING SOUTH OF OUT LOT 4 BLOCK 3 KETTLE PARK WEST-THE MEADOWS ADDITION AND PART OF A UTILITY EASEMENT RECORDED AS DOCUMENT NUMBER _____ UNDER ASPEN COURT SOUTH OF OAK OPENING DRIVE AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF, THE SAID CITY OF STOUGHTON HAS CAUSED THESE PRESENTS TO BE SIGNED BY CITY ADMINISTRATOR _____, AND _____, ITS CITY CLERK, AT THE CITY OF STOUGHTON, WISCONSIN ON THIS _____ DAY OF _____, 2019.

CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN) SS
DANE COUNTY) SS

I, ADAM GALLAGHER, BEING THE DULY APPOINTED, QUALIFIED, AND ACTING TREASURER OF THE COUNTY OF DANE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THE _____ DAY OF _____, 2019, AFFECTING THE LANDS INCLUDED IN THE PLAT OF "THE MEADOWS AT KETTLE PARK WEST".

ADAM GALLAGHER
TREASURER, DANE COUNTY

DATE

CERTIFICATE OF REGISTER OF DEEDS

RECEIVED FOR RECORDING THIS _____ DAY OF _____, 2019, AT _____ O'CLOCK, _____ M. AND RECORDED IN VOLUME _____ OF PLATS ON PAGES _____ THROUGH _____ AS DOCUMENT NUMBER _____.

KRISTI CHLEBOWSKI
REGISTER OF DEEDS, DANE COUNTY

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration

PROJECT LOCATION:
SECTION 01
TOWNSHIP 05 NORTH
RANGE 10 EAST
CITY OF STOUGHTON
DANE COUNTY, WISCONSIN



CREATE THE VISION TELL THE STORY

MADISON | MILWAUKEE
KENOSHA | APPLETON | WAUSAU

THE MEADOWS AT KETTLE PARK WEST

PROJECT NO: 15-7018S	DRAWN BY: CJO	INITIAL SUBMITTAL DATE: FEBRUARY 22, 2019
FIELDBOOK/PG: _____	CHECKED BY: TJB	REVISION RESUBMITTAL DATE: SEPTEMBER 05, 2019
SURVEYED BY: _____	APPROVED BY: _____	REVISION RESUBMITTAL DATE: DECEMBER 04, 2019
		REVISION RESUBMITTAL DATE: MARCH 06, 2020

SHEET 8 OF 8

Phase A-1 Pricing

Block1:

LOT #	ADDRESS	AREA (SF)	EXPOSURE	PRICE
1	TBD	15,316	Partial	\$118,900
2	TBD	11,743	Partial	\$119,900
3	TBD	9,916	Partial	\$117,900
4	TBD	9,600	Partial	\$115,900
5	TBD	9,600	Partial	\$115,900
6	TBD	9,600	Partial	\$115,900
7	TBD	10,237	Partial	\$117,900
8	TBD	11,944	Partial	\$119,900

Block2:

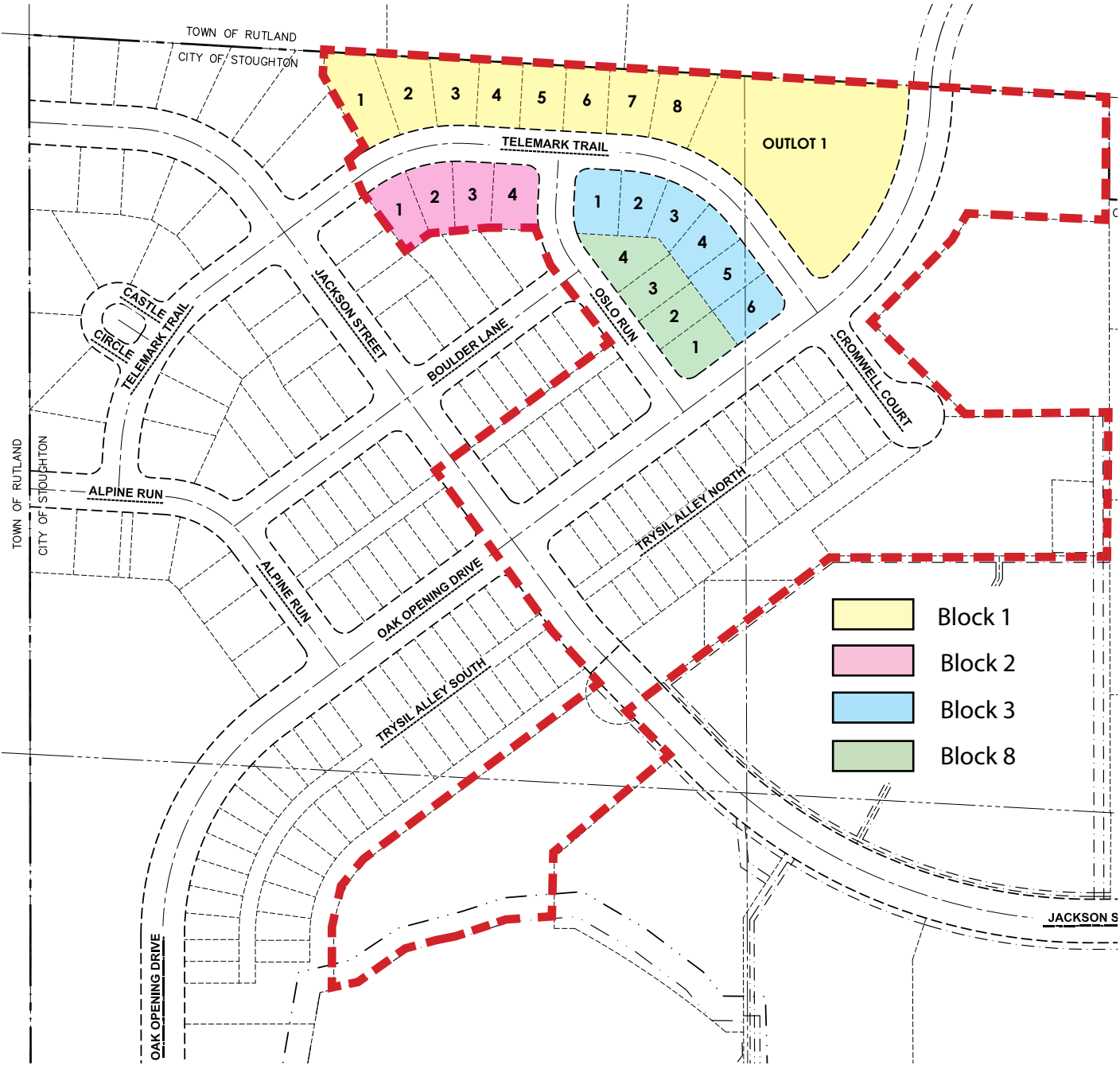
LOT #	ADDRESS	AREA (SF)	EXPOSURE	PRICE
1	TBD	9,116	Partial	\$99,900
2	TBD	8,706	Partial	\$98,900
3	TBD	8,979	Partial	\$99,900
4	TBD	10,030	Partial	\$102,900

Block3:

LOT #	ADDRESS	AREA (SF)	EXPOSURE	PRICE
1	TBD	9,806	Partial	\$101,900
2	TBD	8,217	Partial	\$93,900
3	TBD	7,721	Partial	\$101,900
4	TBD	8,574	Partial	\$94,900
5	TBD	9,000	Partial	\$97,900
6	TBD	9,226	Partial	\$101,900

Block 8:

LOT #	ADDRESS	AREA (SF)	EXPOSURE	PRICE
1	TBD	9,226	None	\$104,900
2	TBD	7,800	None	\$99,900
3	TBD	7,800	None	\$99,900
4	TBD	10,319	None	\$109,900



--- Phase A1

Covenants & Restrictions

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

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 ___ through ___ and Outlots ___ through ___, The Meadows at Kettle Park West, as recorded on _____, 2020, in the office of the Dane County Register of Deeds, Volume _____, pages _____, document No. _____; and

Lots ___ through ___ and Outlots ___ through ___, Kettle Park West-The Meadows Addition, as recorded on _____, 2020, in the office of the Dane County Register of Deeds, Volume _____, pages _____, document No. _____.

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.

Recording Area

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

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 of 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 or 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. Easements for the maintenance, reconstruction, restoration and use of portions of the sign easement area of Lot ___ in the Plat of _____ 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.

12.5 Mailboxes. As set forth in Section 7.8 above, 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. Easements are hereby reserved to Association for purposes of erecting and maintaining CBUs serving the Subdivision in the locations depicted and described on the attached Exhibit E. The CBUs 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, Manager

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

ACKNOWLEDGMENT

Personally came before me this ____ day of _____, 2019, the above-named David M. Jenkins, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

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

EXHIBIT A

LEGAL DESCRIPTION

Lots ____ through ____ and Outlots ____ through ____, The Meadows at Kettle Park West, as recorded on _____, 2020, in the office of the Dane County Register of Deeds, Volume _____, pages _____, document No. _____

AND

Lots ____ through ____ and Outlots ____ through ____, Kettle Park West-The Meadows Addition, as recorded on _____, 2020, in the office of the Dane County Register of Deeds, Volume _____, pages _____, document No. _____

Parcel Numbers:

<u>Lot/</u>	<u>Parcel Number</u>	<u>Lot Type</u> <i>(Single-family or TND)</i>	<u>Address</u>

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

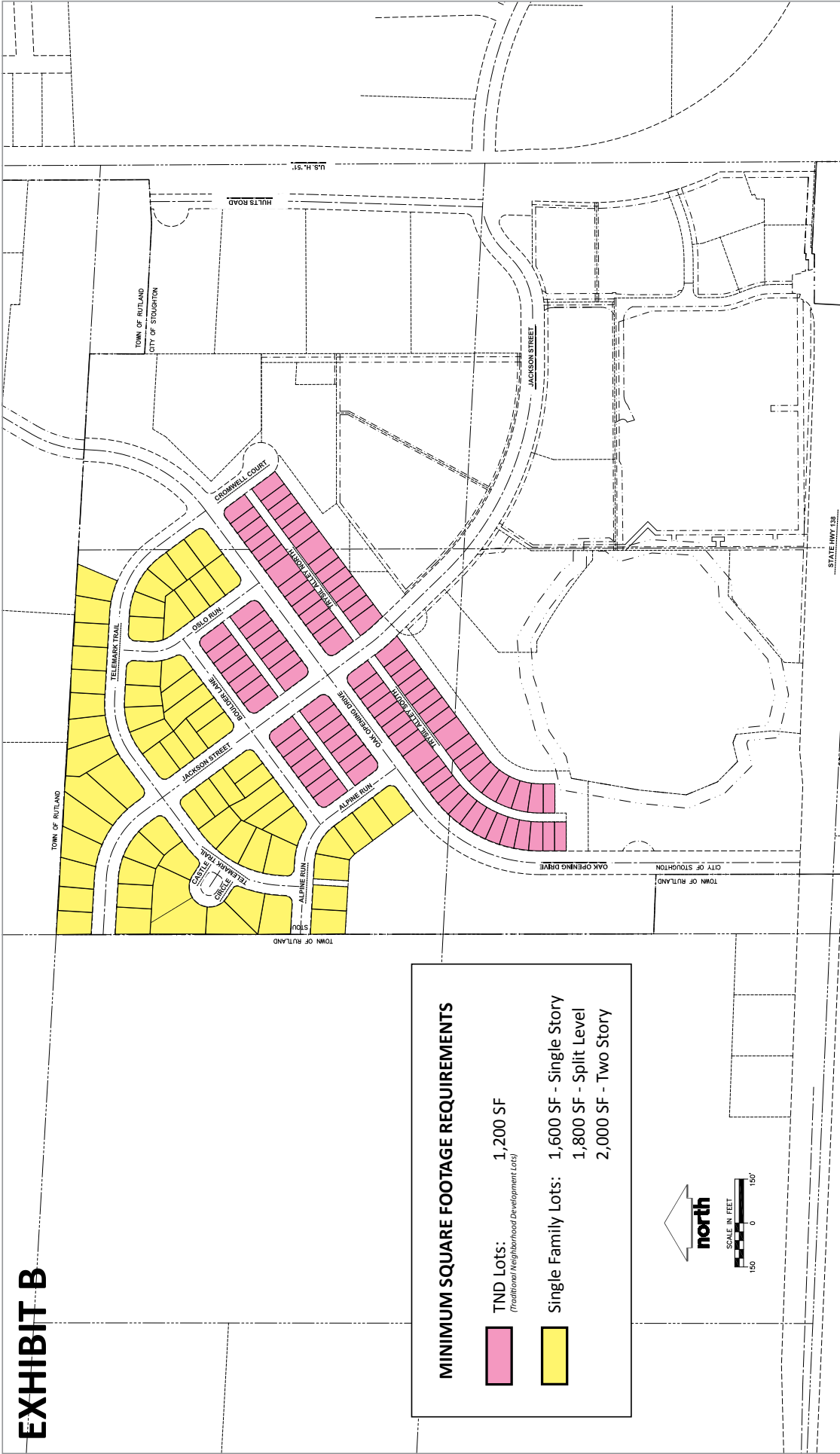


EXHIBIT C

LANDSCAPE PLAN REQUIREMENTS

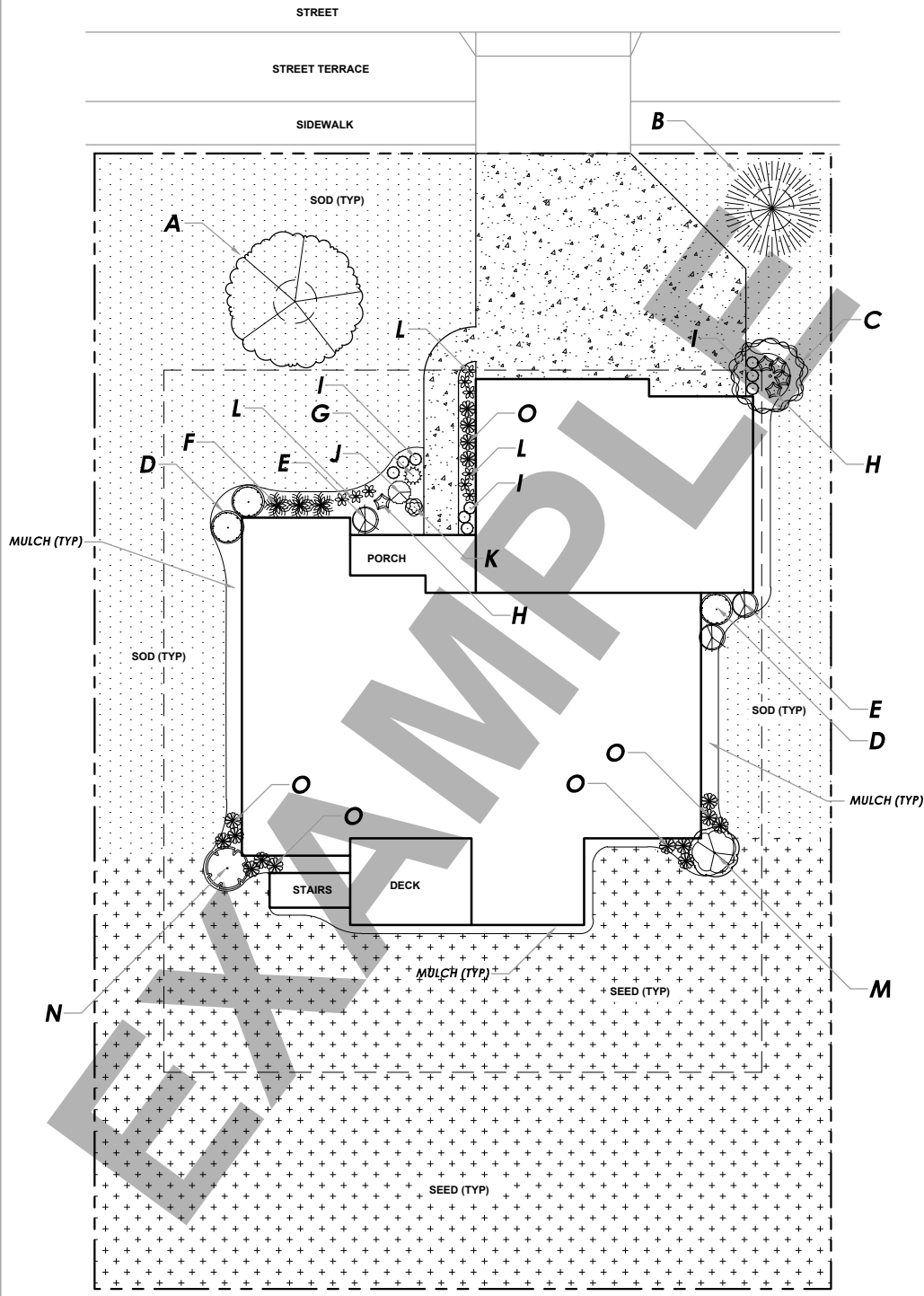
[see attached]

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

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

LEGEND (LANDSCAPE PLAN)

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



A. DECIDUOUS SHADE TREE



B. EVERGREEN TREE



C. ORNAMENTAL TREE



D. MEDIUM DECIDUOUS SHRUB



E. SMALL DECIDUOUS SHRUB



F. SMALL DECIDUOUS SHRUB



G. PERENNIAL



H. PERENNIAL



I. PERENNIAL



J. PERENNIAL



K. PERENNIAL



L. PERENNIAL



M. MEDIUM DECIDUOUS SHRUB



N. UPRIGHT EVERGREEN



O. ORNAMENTAL GRASS



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.



MADISON REGIONAL OFFICE
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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



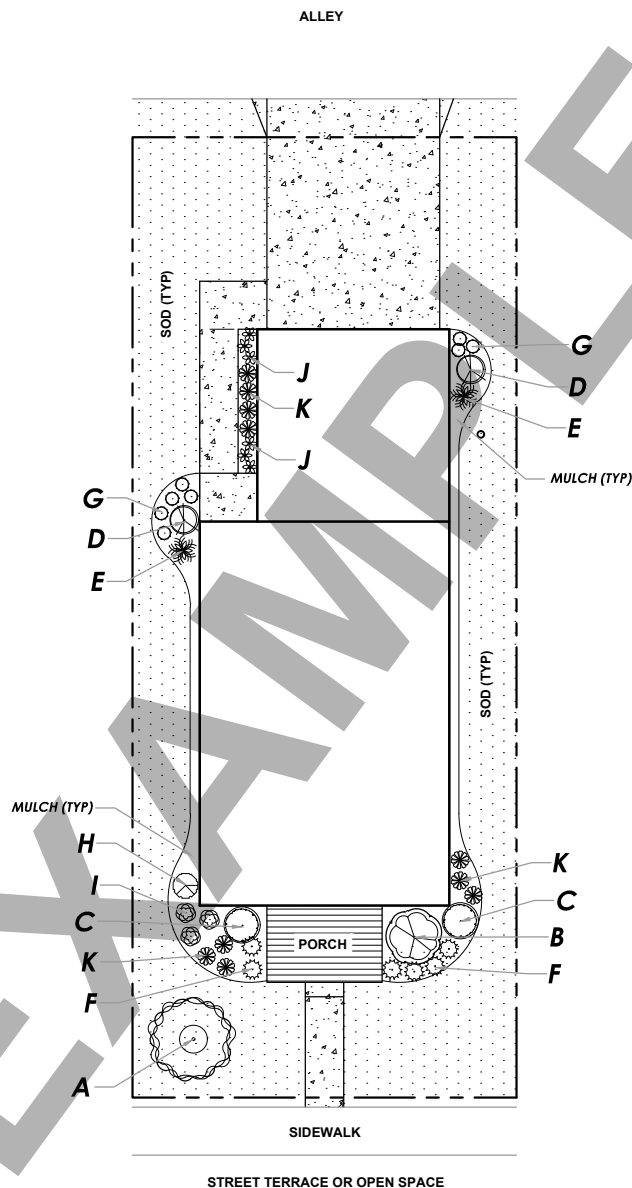
I. PERENNIAL



J. PERENNIAL



K. ORNAMENTAL GRASS

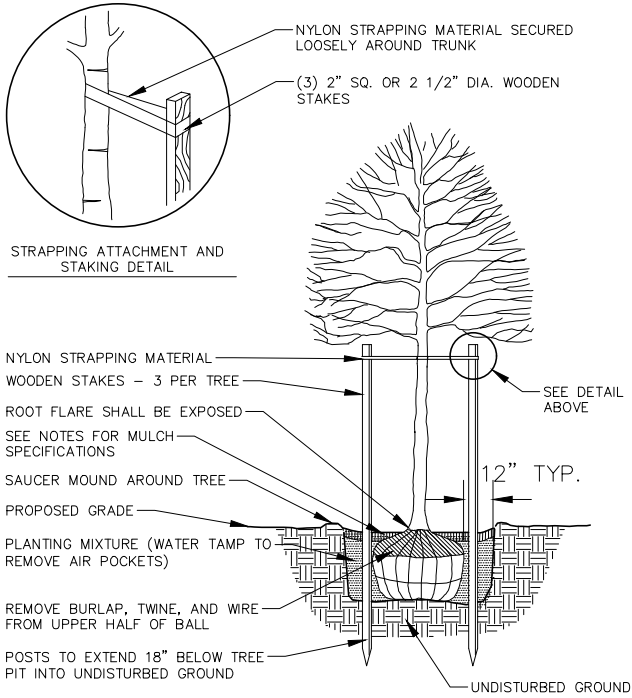


NOTE: THIS PLAN/TEMPLATE IS FOR ILLUSTRATION PURPOSES ONLY AND IS TO BE USED AS A GENERAL GUIDE FOR ALL ALLEY PRODUCT LANDSCAPE PLANS WITHIN THIS DEVELOPMENT. BUILDING FOOTPRINTS, SITE LAYOUT, PLANT SPECIES AND PLANTING DENSITIES WILL VARY. CORNER LOTS WILL BE REQUIRED TO HAVE ONE ADDITIONAL TREE ON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

LANDSCAPE PLANT LIST

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	SUN REQUIREMENTS
DECIDUOUS SHADE TREE				
Northern Pin Oak	Quercus ellipsoidalis	2-3" Cal.	B&B	Full Sun
New Horizon Elm	Ulmus x 'New Horizon'	2-3" Cal.	B&B	Full Sun
Sugar Maple	Acer saccharum	2-3" Cal.	B&B	Full Sun to Part Shade
Common Hackberry	Celtis occidentalis	2-3" Cal.	B&B	Full Sun
Tilia cordata 'Chancellor'	Chancellor Linden	2-3" Cal.	B&B	Full Sun to Part Shade
Ohio Buckeye	Aesculus glabra	2-3" Cal.	B&B	Full Sun to Part Shade
Northern Catalpa	Catalpa speciosa	2-3" Cal.	B&B	Full Sun to Part Shade
EVERGREEN TREE				
Black Hills Spruce	Picea glauca var. 'Densata'	6" Min. Height	B&B	Full Sun
Austrian Pine	Pinus nigra	6" Min. Height	B&B	Full Sun
Norway Spruce	Picea abies	6" Min. Height	B&B	Full Sun
Douglas Fir	Pseudotsuga menziesii	6" Min. Height	B&B	Full Sun to Part Shade
UPRIGHT EVERGREEN				
Iowa Juniper	Juniperus chinensis 'Iowa'	4" Min. Height	B&B	Full Sun
Star Power Juniper	Juniperus chinensis 'Star Power'	4" Min. Height	B&B	Full Sun
Upright Yew	Taxus cuspidata 'Capitata'	4" Min. Height	B&B	Full Sun to Part Shade
Holmstrup Arborvitae	Thuja occidentalis 'Holmstrup'	4" Min. Height	B&B	Full Sun to Part Shade
Techny Arborvitae	Thuja occidentalis 'Techny'	4" Min. Height	B&B	Full Sun to Part Shade
EVERGREEN SHRUBS				
Green Gem Boxwood	Buxus 'Green Gem'	18" Min. Height	# 3 Cont.	Full Sun to Part Shade
Buffalo Juniper	Juniperus sabina 'Buffalo'	10" Min. Height	# 3 Cont.	Full Sun
Karleys Compact Juniper	Juniperus chinensis 'Pfitzeriana Karley'	18" Min. Height	# 3 Cont.	Full Sun
Densi Yew	Taxus x media 'Densiformis'	18" Min. Height	# 3 Cont.	Full Sun to Full Shade
LARGE DECIDUOUS SHRUB				
Common Witchhazel	Hamamelis virginiana	48" Min. Height	B&B	Full Sun to Part Shade
Bloodgood Japanese Maple	Acer palmatum 'Bloodgood'	48" Min. Height	B&B	Full Sun to Part Shade
Apple Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	48" Min. Height	B&B	Full Sun to Part Shade
Nannyberry Viburnum	Viburnum lentago	48" Min. Height	B&B	Full Sun to Part Shade
Purple Smoke Bush	Cotinus coccinea	48" Min. Height	B&B	Full Sun
MEDIUM DECIDUOUS SHRUB				
Annabelle Hydrangea	Hydrangea arborescens 'Annabelle'	24" Min. Height	# 3 Cont.	Part Shade
Dart's Gold Ninebark	Physocarpus opulifolius 'Dart's Gold'	24" Min. Height	# 3 Cont.	Full Sun to Part Shade
Spring Green Compact Cranberrybush	Viburnum trilobum 'Spring Green'	24" Min. Height	# 3 Cont.	Full Sun to Part Shade
Lime light Hydrangea	Hydrangea paniculata 'Lime light'	24" Min. Height	# 3 Cont.	Full Sun to Part Shade
Autumn Jazz Viburnum	Viburnum dentatum 'Ralph Senior' Autumn Jazz	24" Min. Height	# 3 Cont.	Full Sun to Part Shade
SMALL DECIDUOUS SHRUB				
Snowhill Hydrangea	Hydrangea arborescens 'Grandiflora'	12-18" Min. Height	# 2 Cont.	Full Sun to Part Shade
Bloomerang Dark Purple Lilac	Syringa x SMSJB7"	12-18" Min. Height	# 2 Cont.	Full Sun
Mount Airy Forsythia	Forsythia major 'Mount Airy'	12-18" Min. Height	# 2 Cont.	Full Sun to Part Shade
Alpine Currant	Ribes alpinum	12-18" Min. Height	# 2 Cont.	Full Sun to Part Shade
Sonic Bloom Weigela	Weigela florida 'Vendy 6'	12-18" Min. Height	# 2 Cont.	Full Sun to Part Shade
Golden Guinea Japanese Kerria	Kerria japonica 'Golden Guinea'	12-18" Min. Height	# 2 Cont.	Part Shade
PERENNIALS				
Sum and Substance Hosta	Hosta 'Sum and Substance'	12" Min. Height	# 1 Cont.	Part to Full Shade
Royal Standard Hosta	Hosta 'Royal Standard'	12" Min. Height	# 1 Cont.	Part to Full Shade
Autumn Frost Hosta	Hosta 'Autumn Frost'	12" Min. Height	# 1 Cont.	Part to Full Shade
Frances Williams Hosta	Hosta sieboldiana 'Frances Williams'	12" Min. Height	# 1 Cont.	Part to Full Shade
Wide Brim Hosta	Hosta 'Wide Brim'	12" Min. Height	# 1 Cont.	Part to Full Shade
Blue Angel Hosta	Hosta 'Blue Angel'	12" Min. Height	# 1 Cont.	Part to Full Shade
Tiny Monster Geranium	Geranium 'Tiny Monster'	12" Min. Height	# 1 Cont.	Full Sun to Part Shade
Astibe Visions	Astilbe chinensis 'Visions'	12" Min. Height	# 1 Cont.	Part to Full Shade
Fanal Red Astilbe	Astilbe x arendsii 'Fanal'	12" Min. Height	# 1 Cont.	Part to Full Shade
Berry Timeless Coral Bells	Heuchera americana 'Berry Timeless'	12" Min. Height	# 1 Cont.	Full Sun to Part Shade
Bearded Iris	Iris germanica	12" Min. Height	# 1 Cont.	Full Sun
Deamii Black-eyed Susan	Rudbeckia fulgida var. 'deamii'	12" Min. Height	# 1 Cont.	Full Sun
Walkers Low Catmint	Nepeta x 'Walker's Low'	12" Min. Height	# 1 Cont.	Full Sun to Part Shade
Becky Shasta Daisy	Leucanthemum x superbum 'Becky'	12" Min. Height	# 1 Cont.	Full Sun
Zagreb Coreopsis	Coreopsis verticillata 'Zagreb'	12" Min. Height	# 1 Cont.	Full Sun
Autumn Joy Sedum	Hydrangeaphyllum 'Herbstfreude' Autumn Joy	12" Min. Height	# 1 Cont.	Full Sun to Part Shade
Stella D'Oro Daylily	Hemerocallis 'Stella D'Oro'	12" Min. Height	# 1 Cont.	Full Sun to Part Shade
May Night Perennial Salvia	Salvia x sylvestris 'May Night'	12" Min. Height	# 1 Cont.	Full Sun
Biokovo Geranium	Geranium x cantabrigiense 'Biokovo'	12" Min. Height	# 1 Cont.	Full Sun to Part Shade
ORNAMENTAL GRASSES				
Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	12" Min. Height	# 1 Cont.	Full Sun
Shenandoah Red Switchgrass	Panicum virgatum 'Shenandoah'	12" Min. Height	# 1 Cont.	Full Sun to Part Shade
Northwind Switchgrass	Panicum virgatum 'Northwind'	12" Min. Height	# 1 Cont.	Full Sun to Part Shade
Prairie Dropseed	Sporobolus heterolepis	12" Min. Height	# 1 Cont.	Full Sun

*ALTERNATE MATERIALS MAY BE APPROVED BY ACC

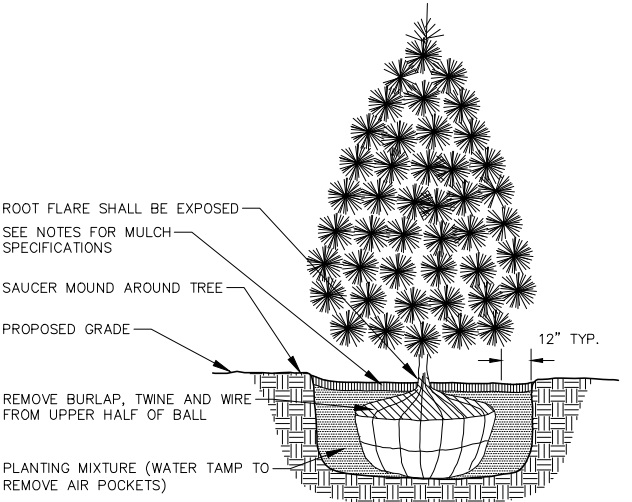


1. DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATOR. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED
2. REMOVE NYLON STRAPPING WITHIN 9-18 MONTHS FOLLOWING INSTALLATION

DECIDUOUS TREE PLANTING DETAIL

N.T.S.

REV. 01-04-2019

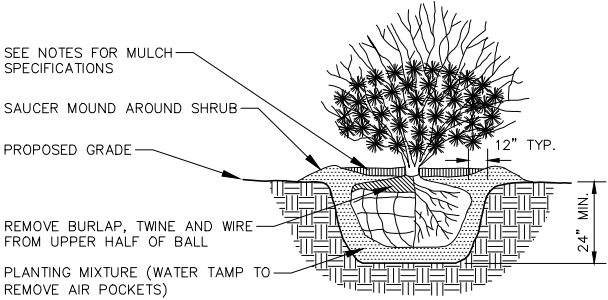


- NOTE:
1. DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATOR. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED

EVERGREEN TREE PLANTING DETAIL

N.T.S.

REV. 01-03-2019

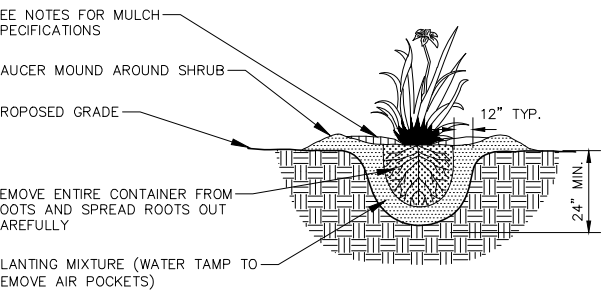


- NOTE:
1. ROOT FLARE TO BE EXPOSED.

SHRUB PLANTING DETAIL

N.T.S.

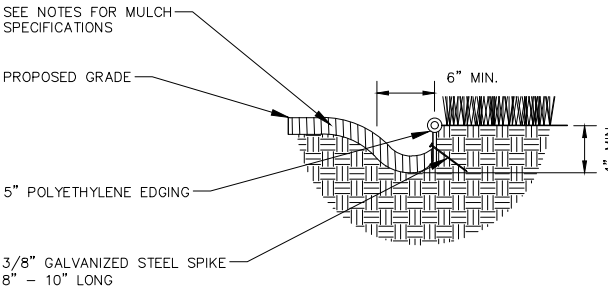
REV. 01-03-2019



PERENNIAL/ORNAMENTAL GRASS PLANTING DETAIL

N.T.S.

REV. 01-03-2019



POLYETHYLENE LANDSCAPE EDGING DETAIL

N.T.S.

REV. 01-03-2019

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.

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.**

EXHIBIT E

MAILBOX EASEMENT AREAS

[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.**