

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

**REDTAIL RIDGE**

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF REDTAIL RIDGE**

**DOCUMENT #**  
**5928467**

**10/11/2023 10:14 AM**

**Trans Fee:**

**Exempt #:**

**Rec. Fee: 30.00**

**Pages: 38**

\*\*The above recording information  
verifies that this document has  
been electronically recorded and  
returned to the submitter.\*\*

Drafted by and Return Address:

Robert C. Procter  
Axley Brynelson, LLP  
P.O. Box 1767  
Madison, WI 53701-1767

**255/0808-363-8652-2**

Parcel Identification Numbers

High Road Development Company, Inc. makes this Declaration of Covenants, Conditions, and Restrictions for the Plat of Redtail Ridge.

**RECITALS:**

A. Developer is the fee simple owner of the Development, located in the City of Middleton, Dane County, Wisconsin, described as:

LOTS 1-58 AND OUTLOTS 1-6, PLAT OF REDTAIL RIDGE,  
RECORDED IN THE OFFICE OF THE DANE COUNTY  
REGISTER OF DEEDS, RECEIVED FOR RECORDING ON  
OCTOBER 9, 2023, AS DOCUMENT NUMBER 5928058, IN  
VOLUME 61-096B OF PLATS, ON PAGES 571-575.

B. Developer desires to subject the Development to the covenants, conditions, and restrictions set forth in this Declaration, which shall encumber the Development and bind the owners of any interest in each Lot.

NOW, THEREFORE, Developer declares that the Development and each Lot shall be used, held, sold, and conveyed subject to these covenants, conditions, and restrictions, which shall inure to the benefit of and encumber the Development and each Lot, shall run with the land, and shall bind the owner of any interest, and shall bind their successors in interest.

## ARTICLE 1 STATEMENT OF PURPOSE

1.1 General Purpose. The general purpose of this Declaration is to help assure that the Development will become and remain an attractive community; to preserve and maintain the natural beauty of the Development; to ensure the most appropriate development and improvement of each Lot; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; and to encourage and secure the construction of attractive residential structures.

## ARTICLE 2 DEFINITIONS

In addition to those terms defined in other sections of the Declaration, the following definitions shall apply to this Declaration:

2.1 *“Allocated Share”* means the Single-family Home Lots’, Condominium Lots’, Middleton Valley Lots’, and Townhomes Lots’ Allocated Share of the Master Association’s Common Expenses as set forth under Section 11.3.

2.2 *“Association”* may be used to refer to the Homeowners Association, the Townhomes Association, a Condominium Association, or the Master Association individually, and *“Associations”* may be used to refer to the Homeowners Association, the Townhomes Association, the Condominium Associations, and the Master Association collectively.

2.3 *“City”* means the City of Middleton, Wisconsin.

2.4 *“Committee”* means the Architectural Control Committee described in Article 3.

2.5 *“Common Areas”* means Outlots 1 through 6, any areas set forth in the Declaration or shown on the Plat for the shared use of the Lots, and any easement benefitting the Master Association.

2.6 *“Condominium”* means the property (i.e., Lots 4 and 50) made subject to a condominium declaration established under Wis. Stat. ch. 703 but does not refer to, apply to, or include any condominium created on the Middleton Valley Lots.

2.7 *“Condominium Association”* means all of a Condominium’s unit owners acting as a group through an entity that is organized as provided under Wis. Stat. § 703.15(2)(a) for any Condominium on a Condominium Lot. It does not include any condominium association related to the Middleton Valley Lots. The two Condominium Associations within the Development are the Calliope Cottages at Redtail Ridge Condominium Association, Inc., and the Canna Lily Cottages at Redtail Ridge Condominium Association, Inc.

2.8     “*Condominium Lots*” means Lots 4 and 50.

2.9     “*Declaration*” means this Declaration of Covenants, Conditions, and Restrictions.

2.10    “*Delivery*” means when sent by first class mail or a recognized courier service to the address used by the Lot for real estate tax purposes. If the applicable Association maintains a current, up-to-date list of its members' email addresses, a notice may be delivered by email to the email address designated by the Lot to the applicable Association. The sending party shall retain the proof of delivery.

2.11    “*Developer*” means High Road Development Company, Inc., or any person or entity assigned Developer's rights and obligations under Section 14.3.

2.12    “*Development*” means Lots 1-58, Outlots 1-6, and any Future Phase added to the Development.

2.13    “*Dwelling*” means a single-family residential building (attached and detached) constructed on a Single-family Lot or a Townhomes Lot but does not include any Condominium or Middleton Valley Building.

2.14    “*Future Phases*” means any portion of the land described as Outlot 7 on the Plat reserved by the Developer for the future development phases that may be added to the Development and may be made subject to this Declaration in the future.

2.15    “*Future Phases Land*” means Outlot 7.

2.16    “*Homeowners Association*” means the Redtail Ridge Homeowners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors, and assigns.

2.17    “*Lot*” or “*Lots*” mean Lots 1 through 58, inclusive, and Outlots 1-6, inclusive, Plat of Redtail Ridge, which Lots are individually referred to as a “*Lot*” and collectively as the “*Lots*.”

2.18    “*Master Association*” means the Redtail Ridge Master Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors, and assigns.

2.19    “*Master Association Common Expenses*” means the expenses incurred by the Master Association as set forth under Section 11.3.

2.20    “*Middleton Valley Building*” means any building constructed on a Middleton Valley Lot, which may include, without limitation, apartment and condominium buildings.

2.21    “*Middleton Valley Development*” means the Middleton Valley Buildings separately developed on Lots 1, 2, and 3.

2.22    “*Middleton Valley Lots*” means Lots 1, 2, and 3.

2.23    “*Owner*” means the person or persons, including any business entity, who can convey the fee simple title to a Lot.

2.24 “*Plat*” means the Plat of Redtail Ridge, received for recording in the Dane County Register of Deeds Office on October 9, 2023, Document Number 5928058, Volume 61-096B of Plats, Pages 571-575. A copy of the Plat is attached as Exhibit A. The term Plat shall include the original Plat and any subdivision plats recorded as additions to the Plat.

2.25 “*Private Street*” means a private street shown on the Plat providing ingress and egress between a public street and the Lots that abut the Private Street.

2.26 “*Private Street Common Expenses*” means the costs to maintain (including snow removal), repair, and replace a Private Street as set forth under Section 11.3.

2.27 “*Private Street Lot*” means any Lot that abuts a Private Street.

2.28 “*Register of Deeds*” means Office of Register of Deeds for Dane County, Wisconsin.

2.29 “*Single-family Home*” shall mean a detached single-family house. It does not include Townhomes, Condominiums, or Middleton Valley Buildings.

2.30 “*Single-family Home Lots*” means Lots 51 through 58 designated for Single-family Homes.

2.31 “*Townhome*” means a Dwelling constructed on a Townhomes Lot.

2.32 “*Townhomes Association*” means the Redtail Townhomes Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors, and assigns.

2.33 “*Townhomes Lots*” means Lots 5 through 49 designated for “zero lot line” development with each building constructed across two or more Lots, which includes shared walls located approximately on the lot line lines separating the Lots, a shared roofing system for each building, and each building façade intended to be uniform in appearance. There may be additional Townhomes Lots added to the Development in Future Phases.

2.34 “*Code of Ordinances*” means the City’s Code of Ordinances, as amended.

### ARTICLE 3 ARCHITECTURAL CONTROL COMMITTEE

3.1 Architectural Control. No Single-family Home, building, or other improvement shall be erected, placed, or altered on any Single-family Home Lot until its construction plans and specifications have been approved in writing by the Committee. Article 3 does not apply to the Condominium Lots, Middleton Valley Lots, or Townhomes Lots.

3.2 Establishment Duties, Membership.

(a) There shall be an Architectural Control Committee. The Committee shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.

(b) The Committee shall initially consist solely of the Developer. When the Developer no longer owns any Lot subject to this Declaration or any portion of the Future Phases Land, the Homeowners Association Board shall either act as the Committee or appoint the members that sit on the Committee.

3.3 Procedure. An Owner desiring to construct a Single-family Home on a Single-family Home Lot or otherwise improve a Single-family Home Lot shall submit to the Committee, for its written approval, construction plans and specifications for all improvements and a plot plan showing the location of all contemplated 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:

- (a) Construction details for all buildings, structures, fences, walls, and other improvements;
- (b) Elevation drawings of any building;
- (c) Proposed facades of any building, including the style, color, and location of eaves and windows;
- (d) A description of materials to be used in any building or improvement;
- (e) A detailed site plan showing the building footprint, driveway, sidewalks, patios, and decks, the location of all structures with respect to topography and finish grade elevation, the top of the foundation structure in relation to the nearest street or curb elevation, and the proposed water drainage pattern;
- (f) The color scheme of all improvements;
- (g) All exterior lighting;
- (h) Landscaping plans; and
- (i) Such other materials as the Committee may deem necessary.

The Committee shall approve, disapprove, or approve with conditions the plans for every Single-family Home, building, or other improvement on a Single-family Home Lot. If the Committee fails to approve, disapprove, or approve with conditions the plans within thirty (30) days of their submission, the plans shall be deemed approved and in compliance with this Declaration.

3.4 Standards. The Committee shall have the right to reject any plans and specifications or plot plans which, in its judgment and sole opinion:

- (a) are not in conformity with any of the restrictions outlined in this Declaration; or
- (b) are not desirable for aesthetic reasons; or

- (c) are not in harmony with buildings located on the surrounding Single-family Home Lots; or
- (d) have exterior lighting, exterior signs, exterior television antennae, fencing, or landscaping which are not desirable for aesthetic reasons; or
- (e) are not in conformity with the general purposes of this Declaration.

3.5 Occupancy. No Single-family Home on a Single-family Home Lot shall be occupied unless it has been approved by the Committee pursuant to Article 3, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued for it.

3.6 Fees. The Committee may, from time to time, adopt a fee schedule designed to defray the Committee's out-of-pocket costs, including the fee of any designee appointed by the Committee, incurred in connection with its review of any plans or of any resubmission of any such plans and such fee may be adjusted at any time by the Committee.

3.7 Approval of Contractors. For each Single-family Home erected or placed on any Single-family Home Lot subject to this Declaration, the prime contractor or builder to be hired for the construction of such building shall be approved in writing by the Committee before the commencement of any construction. Such approval may be withheld for reasons such as the proposed prime contractor's or builder's financial status or building reputation.

3.8 Liability of Committee. The Committee and its designee or its individual members shall not be liable under any circumstances for any damage, loss, or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans and specifications, whether or not defective;
- (b) The construction or performance of any work, whether constructed or performed according to approved plans and specifications; or
- (c) The construction of any property within the Development.

## ARTICLE 4 ARCHITECTURAL RESTRICTIONS

4.1 Application of Restrictions. These restrictions shall apply to the Single-family Home Lots. Article 4 does not apply to the Condominium Lots, Middleton Valley Lots, or Townhomes Lots.

4.2 No Division. No Single-family Home Lot shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel that is not developable in compliance with this Declaration or would violate any applicable state or local laws, ordinances, or regulations regulating the subdivision of lands.

4.3 Front and Side Yard Requirements. All Single-family Homes shall be sited and built in conformance with the front and side yard setbacks approved as part of the General Development Plan approved by the City for Redtail Ridge.

4.4 Floor Area Minimums. Each Single-family Home constructed on a Single-family Home Lot shall have a minimum floor area of finished living space of 1,200 square feet for a one-story Single-family Home (for example, ranch style) and 1,500 square feet for a multi-story or split-level Single-family Home.

4.5 Building Materials. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Single-family Home Lots:

- (a) If the chimney is in the front of the Single-family Home, it must be constructed of brick, stone, or stucco.
- (b) All chimneys and flues shall be fully enclosed.
- (c) No T1-11 siding (Oriented Strand Board or plywood) shall be allowed.
- (d) All fascia must be at least six (6) inches in width.
- (e) All roofing shall be laminated architectural grade textured fiberglass, asphalt shingles, wood shakes, or other acceptable materials. No standard 3 in 1 shingles shall be allowed.
- (f) All materials used on the Single-family Home façades shall be high-quality and durable materials that promote long-lasting beauty and value, maintain consistency with the Development's architectural style and character, and present a cohesive and harmonious appearance. The materials shall be predominantly natural and traditional options, such as brick, stone, cement board, or wood siding (vinyl siding is allowed); provided, however, the Committee may grant a variance if the specific design style does not require brick, stucco, stone, etc., and the Single-family Home is otherwise consistent with the standards outlined in this Declaration.
- (g) All windows on the front elevation must be wrapped in wood or a simulated wood material with a minimum width of 4".

The Developer intends to require coordination of trim, siding, and roofing colors to provide the most aesthetic combination for a Single-family Home and the overall development of the Single-family Home Lots. Applicants should consider the color, materials, and design of nearby Single-family Homes or other buildings.

4.6 Building Elevations. All elevations of a Single-family Home shall be designed in a consistent and coherent architectural manner. Changes in material, color, and/or texture shall occur at points relating to the massing, fenestration (i.e., the arrangement, proportioning, and design of windows and doors in a building), and overall design concept. The Committee shall be entitled to reject any plans resulting in fenestration or length of the Single-family Home's walls incompatible

with neighboring structures that would not harmonize with the natural surroundings or violate any of the standards outlined in Articles 3 or 4.

4.7 Building Location. Single-family Homes shall be sited on the Single-family Home Lot to present their most desirable face to the street.

4.8 Utilities. All utilities serving any Single-family Home or site shall be underground. No Single-family Home or other improvement or trees shall be erected, placed, or planted within any utility easement.

4.9 Fencing.

(a) *Allowed Fences.* Fences over four (4) feet in height shall not be allowed except for screening of service areas or swimming pools. All other fences shall only be permitted with the prior written consent of the Committee. All fences shall be constructed of metal. The Committee may grant variances to the fence material if it determines, in its sole opinion, that the material and aesthetics of the proposed fence is comparable to a metal fence. Chain link fencing shall not be allowed. Privacy fences that cannot be seen through shall not be allowed. As part of its consent, the Committee may require installing and maintaining landscape materials for screening and aesthetic purposes. The Committee may grant variances from these restrictions to accommodate the reasonable needs of an Owner (for example, residents with special needs or disabilities). In addition to the approval of the Committee, the Owner shall be responsible for obtaining all necessary City approvals and permits for a proposed fence.

(b) *Location.* Any Owner that installs a fence within an easement area does so at its own risk, and shall be responsible for any costs associated with its removal or replacement necessitated by the easement holder use of its easement (e.g., the removal of a fence to allow a utility to access its facilities).

(c) *Swales and Drainage Ways.* No Owner shall install a fence that obstructs any swale or drainage way, whether in an easement or not, to impede the flow of surface water from other Single-family Home Lots through such swale or drainage way. The elevation of a Single-family Home Lot shall not be changed to materially affect the surface elevation, grade, or drainage pattern of the surrounding Single-family Home Lots.

4.10 Mailboxes. The United States Postal Service requires a centralized cluster of mailbox units for mail delivery, which Developer will install. At the closing of the initial sale of each Single-family Home Lot, each initial purchaser of a Single-family Home Lot from the Developer shall reimburse the Developer \$250 for the Single-family Home Lot Owner's portion of the cost of the centralized cluster mailbox units. The Homeowners Association shall be responsible for the maintenance and replacement of the centralized cluster mailbox units serving the Single-family Lots, including, without limitation, snow clearing.

4.11 Garages. Garages shall be attached to the Single-family Home and shall have space for no fewer than two cars. That portion of the façade that contains the garage door(s) must be recessed at least two (2) feet behind the remainder of the facade. To avoid the monotonous and pedestrian-unfriendly appearance of facades dominated by garage doors, the garage door(s)

(cumulatively if more than one garage door) may not occupy more than fifty percent (50%) of the width of the entire Single-family Home facade (house and attached garage), measured at grade.

4.12 Outbuildings. No tent, tree house, shack, shed, detached garage, barn, or outbuilding shall be erected or permitted to remain on any Single-family Home Lot, temporarily or permanently. Play equipment such as swing sets, playhouses, and the like may be installed with the approval of the Committee.

4.13 Construction Deadline. Each Single-family Home erected shall have its entire external construction completed within fourteen months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God.

4.14 Neat Appearance. The Owner shall keep its Single-family Home Lot and all improvements 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 Single-family Homes and other improvements, all in a manner and with such frequency as is consistent with good property management and subject to, and in accordance with, Committee approval. This paragraph shall not be construed to prevent a family garden, but such garden shall be in the rear yard shielded by the Single-family Home. Garbage cans shall be stored within a garage.

4.15 Landscaping. The following guidelines shall be followed for each Single-family Home Lot in the Development:

(a) Landscape plans shall be developed to enhance the ambiance of each Single-family Home Lot. The plan should pay particular attention to street-side foundation plantings and adapt to the surrounding topography of the Single-family Home Lot. The use of native plants is strongly encouraged.

(b) All plantings required to be placed upon the Single-family Home Lot shall be planted within thirty (90) days of occupancy of the Single-family Home or upon completion of construction, whichever comes first, except that sodding, seeding, and planting new vegetation shall not be required during any period in which weather conditions restrict the ability to complete the planting (for example, winter). The front yard shall be sodded, not seeded, up to the corners of the Single-family Home unless an underground sprinkler system is installed.

(c) No planting shall be permitted within an easement if such planting would damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement. Neither the Homeowners Association nor any utility shall be responsible if the installation or maintenance of any utility requires the removal of or damage to any planting installed by an Owner. Any Owner that installs a planting within an easement area does so at its own risk.

(d) No Owner shall grade or obstruct any swale or drainage way, whether in an easement or not, which is in existence at the time of construction to impede the flow of surface water from other Single-family Home Lots through such swale or drainage way.

This includes no dumping of lawn clippings. The elevation of a Single-family Home Lot shall not be changed to materially affect the surface elevation, grade, or drainage pattern of the surrounding Single-family Home Lots.

4.16 Driveways. All driveways from the garage to the public or private street shall be constructed of concrete within eleven (11) months from the date of issuance of the building permit.

4.17 Swimming Pools. No above-ground swimming pools shall be allowed.

4.18 Mobile and Other Manufactured Homes. Mobile and manufactured homes are not permitted. The Committee may make exceptions for modular or open-panel construction homes that have prefabricated components if size, elevation and building material requirements are met and, in the opinion of the Committee, the finished quality of the improvements will be comparable to a stick-built house constructed on the building site, piece by piece and compatible with other homes within the Single-family Home Lots.

4.19 Variances and Waivers. The Committee is authorized in its sole discretion to grant variances or waivers from any provision of this Declaration where such variances or waivers do not unreasonably impact the value and use of the neighboring Lots.

4.20 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Single-family Home Lot without notice and during regular business hours to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

## ARTICLE 5 USE RESTRICTIONS

5.1 Application of Restrictions. These restrictions only apply to Single-family Home Lots. These restrictions do not apply to Condominium Lots, Middleton Valley Lots, or Townhomes Lots.

5.2 Single-Family Residences. Each Single-family Home Lot shall be used for a Single-family Home and shall meet the occupancy requirements of the City's Code of Ordinances. No business, whether a profit or non-profit, including, without limitation, any daycare center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Single-family Home with the following exceptions:

(a) Developer may use one or more Single-family Home Lot as a sales office, model home, and/or parade home;

(b) An Owner may maintain his or her personal, professional library in his or her Single-family Home;

(c) An Owner may keep his or her personal business or professional records or accounts in his or her Single-family Home;

(d) An Owner may conduct his or her personal business or professional telephone calls or correspondence from his or her Single-family Home.

Nothing in this Section 5.2 shall authorize the maintenance of an office at which customers or clients customarily visit in person.

5.3 No Renting.

(a) Leasing or Renting of a Single-family Home. Except as provided in Section 5.3(b), no Single-family Home may be leased or rented. No Owner shall advertise through any form of media or communication, the availability of a Single-family Home for rent or lease except for a lease permitted under Section 5.3(b). Advertising on any short-term rental internet site including, but not limited to, VRBO, Airbnb, HomeAway, Expedia, ShortTermHousing.com, and Craig's List is expressly prohibited.

(b) An Owner may lease a Single-family Home in cases of hardship approved by the Homeowners Association. Examples of hardship may include transfer of an Owner to a new out-of-state job location, illness of the Owner or a relative that would require a temporary absence, deployment of a soldier on a tour of duty, or inability to sell the Single-family Home. Prior to the beginning of the lease term, the Owner shall provide to the Homeowners Association a copy of the lease together with a list identifying the names of each tenant that will be occupying the Single-family Home during the term of the lease.

(c) Any rental of a Single-family Home approved under Section 5.3(b) may only be rented by written lease, which shall include, at minimum, the following:

- i. The term of any such lease shall not be less than twelve (12) months;
- ii. The lease shall not automatically renew (i.e., after expiration of the initial lease, there would need to be a new lease subject to the approval of the Homeowners Association under this Section 5.3(c));
- iii. The Owner has obtained the prior written approval of the Homeowners Association as to the proposed tenant and the terms of the proposed lease before the start of the lease term;
- iv. The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
- v. The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Homeowners Association as a third-party beneficiary to the lease and that the Homeowners Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of five (5) days

following Delivery of written notice to the tenant specifying the violation.

vi. Standard For Approving or Denying The Leasing of a Single-family Home. The Homeowners Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Single-family Home in a manner offensive or objectionable to the Homeowners Association or other Owners by reason of noise, odors, vibrations, or nuisance.

(d) Any Owner who violates this Section 5.3 shall pay the Homeowners Association immediately upon written demand the greater of (i) \$1,000.00 or (ii) 150% of the daily rental amount (prorated if necessary) paid by the tenant or renter for each day this Article is violated. The Owner shall also pay the Homeowners Association's actual attorney fees it incurred in enforcing the terms of this Article. The Owner hereby consents to the Homeowners Association placing on their Single-family Home Lot a lien for the amount owed to the Homeowners Association

5.4 Signs. No commercial or business sign of any kind shall be displayed to the public view on any Single-family Home Lot except one professional sign of not more than six square feet advertising the Single-family Home Lot for sale during the initial construction and sales period or for the resale of the Single-family Home Lot.. The Developer reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Single-family Home Lots. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.

5.5 Garbage and Refuse Disposal. No Single-family Home Lot shall be used or maintained as a dumping ground for rubbish, trash, or waste. All clippings, rocks, or earth must be in containers. Garbage and recycling containers shall not be placed on the street more than twelve (12) hours before garbage and recycling pick up and shall be stored out of view within twelve (12) hours after garbage and recycling pick up. The garbage and recycling containers shall be stored in the garage. This provision shall not prohibit placing a dumpster or similar waste container during the construction or remodeling of a Single-family Home.

5.6 Storage and Parking. Outdoor storage of vehicles, trailers, boats, or any other personal property shall not be permitted on any Single-family Home Lot. The parking of service vehicles is prohibited on any Single-family Home Lot unless (i) the service vehicle is kept in the garage or (2) the service vehicle is temporarily parked at such times that the service provider is providing services to the Single-family Home Lot. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles, or other recreational vehicles is prohibited unless kept inside the garage. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee. Notwithstanding any

prohibition set forth in this Declaration, the temporary parking of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles, or any other recreational vehicles for loading or unloading shall be allowed for up to twenty-four (24) hours. Construction trailers may be parked on a Single-family Lot during construction or remodeling of a Single-family Home. No cars or other equipment may be parked in any yard.

5.7 Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to neighbors. All areas of the Single-family Home Lot not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Single-family Home Lot shall be responsible for maintaining the Single-family Home Lot in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all gardens and orchards shall be located in the rear yard shielded by the Single-family Home and provided that such gardens and orchards shall be pursuant to plans previously approved by the Committee under Article 3.

5.8 Pets and Animals. No more than three domestic animals may be kept at any one time within a Single-family Home. Furthermore, no dangerous breeds such as Rottweiler, Pit Bull, Bullmastiff, Siberian Husky, Gull Dong, Bull Terrier, and Caucasian Ovharka shall be allowed on any Single-family Home Lot, unless the Owner obtains prior written approval from the Committee, which the Committee may deny in its sole discretion. No commercial boarding shall be allowed. Kennels shall be inside the Single-family Home unless otherwise approved by the Committee in writing.

5.9 Sidewalk and Terrace Maintenance. Each Owner shall be responsible for snow removal from the sidewalks adjoining such Owner's Single-family Home Lot, and for mowing the grass located within any public right-of-way adjacent to such Owner's Single-family Home Lot, whether or not the Single-family Home Lot has direct vehicular access to the right-of-way.

5.10 Antennas / Solar Panels / Miscellaneous Fixtures. Except to the extent that this Section 5.10 conflicts with any federal law or regulation, no exterior antennas or satellite dishes greater than twenty (20) inches in diameter shall be permitted on any structure or Single-family Home Lot unless approved in writing in advance by the Developer or the Committee. Antennas, solar panels, and miscellaneous fixtures shall be screened from public view to the extent reasonably possible. All exterior lighting on the Single-family Home shall be designed and operated to contain the light, to the extent reasonably possible, within the Single-family Home Lot on which the light is located.

5.11 Outside Clothesline. Clothesline poles shall not be permitted on any Single-family Home Lot. A Single-family Home Lot may have a retractable clothesline which retracts to the Single-family Home and shall remain retracted when not in use.

## ARTICLE 6 HOMEOWNERS ASSOCIATION

6.1 Homeowners Association. The affairs of the Single-family Home Lots not governed by the Master Association shall be governed by the Homeowners Association. The

Owner of each Single-family Home Lot shall be a member of the Homeowners Association. Where more than one person holds an Ownership interest in any Single-family Home Lot, all persons holding such interest shall be members, but such Single-family Home Lot shall have only one vote assigned to that Lot. Each Single-family Home Lot Owner shall have such rights as are set forth herein, in the Articles and Bylaws of the Homeowners Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin. Ownership of a Single-family Home Lot will signify the acceptance and ratification of the Homeowners Association's Articles, Bylaws and Rules and Regulations by the Owner(s) of a Single-family Home Lot.

6.2 Voting. Each Single-family Home Lot shall have one vote. All actions of the Homeowners Association not delegated to the Homeowners Association Board shall be approved by the Single-family Home Lot Owners holding a majority of the votes assigned to the Single-family Home Lots. Land contract vendees, not the land contract vendors, shall be members of the Homeowners Association. Persons who hold an interest in a Single-family Home Lot merely as security for the performance of an obligation (including mortgagees) are not members of the Homeowners Association, although the voting rights associated with a Single-family Home Lot may be assigned to the land contract vendor(s) and/or mortgagee(s) as further loan security on the Single-family Home Lot.

6.3 Developer Control. Notwithstanding anything contained in this Declaration or the Bylaws to the contrary, the Developer shall totally govern the affairs of the Homeowners Association until the Developer has sold all of the Single-family Home Lots and the Future Phases Land. The Developer shall turn over control of the Homeowners Association to the Single-family Home Lot Owners at the earlier of: (i) the conveyance of all of its ownership interest in the Single-family Home Lots and the Future Phases Land; or (ii) thirty (30) days after the Developer's election to waive its right of control.

6.4 Board of Directors. After the period of Developer control under Section 6.3, the affairs of the Homeowners Association shall be managed by an elected board of directors (the "*Homeowners Association Board*"). After the period of Developer control under Section 6.3, the Homeowners Association Board shall have at least three directors elected by the Single-family Home Lot Owners. The Homeowners Association Board shall have such duties, powers and responsibilities as are set forth herein, in the Articles and Bylaws of the Homeowners Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments.

6.5 Homeowners Association's Common Expenses and Assessments.

(a) Homeowners Association's Common Expenses. All expenses incurred by the Homeowners Association are "*Homeowner Association's Common Expenses*," including, without limitation, its Allocated Share of the Master Association's Common Expenses, expenses attributed to the operation of the Committee, and any expenses incurred by the Homeowners Association for items that affect only the Single-family Lots and are not covered by the Master Association. The Homeowners Association's Common Expenses include costs for the operation of the Homeowners Association, including any costs and fees incurred for professional services such as attorneys and accountants.

(b) *General Assessments.* The Homeowners Association shall levy monthly or annual general assessments (the “*Single-family Home General Assessments*”) against each Single-family Home Lot for maintaining a fund from which the Homeowners Association’s Common Expenses and the Single-family Home Lots’ Allocated Share of the Master Association’s Common Expenses may be paid.

(c) *Special Assessments.* The Homeowners Association may, whenever necessary or appropriate, levy special assessments (the “*Single-Family Home Special Assessments*”) against each Single-family Home Lot for defraying the cost of the Homeowners Association’s Common Expenses and its Allocated Share of the Master Association’s Common Expenses that the General Assessments do not cover.

(d) *Allocation of Single-family Home Assessments.* Single-family Home General Assessments and Single-family Home Special Assessments are collectively called “*Single-family Home Assessments*.” Each Single-family Home Lot shall pay its allocated portion of any Single-family Home Assessments except for such expenses that are incurred on behalf of less than all the Single-family Home Lots, such as the Private Street Assessments, which shall then be allocated equally to those Single-family Home Lots receiving the benefit of the expenses incurred. The Single-family Home Lots that are either “manor” or “estate” style Single-family Home Lots shall pay 76% of the Single-family Home Assessments that are incurred on behalf of all of the Single-family Home Lots (the “Manor / Estate Lots’ Share”). Each “manor” and “estate” style Single-family Home Lot Owner shall pay an equal share of the Manor / Estate Lots’ Share. The Single-family Home Lots that are “carriage” style Single-family Home Lots shall pay 24% of the total Single-family Home Assessments that are incurred on behalf of all of the Single-family Home Lots (the “Carriage Style Lots’ Share”). Each “carriage” style Single-family Home Lot Owner shall pay an equal share of the Carriage Style Lots’ Share. “Manor” and “estate” style Single-family Home Lots have garages that are entered from the front side facing the public street. “Carriage” style Single-family Home Lots have garages that are entered from the rear side of the Single-family Home Lot facing a Private Street.

(e) *Commencement.* The Single-family Home Assessments shall commence against a Single-family Home Lot at the time it is first conveyed by the Developer or an Owner to a third-party unrelated to the Developer.

(f) *Collection of Assessments.* Single-family Home Assessments and installments on such Single-family Home Assessments shall be paid on or before the date when such Single-family Home Assessments and installments are due. Any Single-family Home Assessments or installment not paid when due shall be delinquent, and the Single-family Home Lot Owner may be charged interest on the unpaid Single-family Home Assessments or installment of such Single-family Home Assessments. The interest charged shall be calculated from the date when the Single-family Home Assessments or installment was first due until the date it is paid. The interest rate to be charged on such unpaid Single-family Home Assessments shall be 1.5% per month unless otherwise set by the Homeowners Association Board. All payments upon account shall be first applied to the interest, if any, and then to the Single-family Home Assessments payment first due. If a Single-family Home Lot Owner fails to pay the Single-Family Home Assessments within

the specified time, such failure shall constitute a default. No Single-family Home Lot Owner shall be entitled to vote for a Single-family Home Lot at any meeting of the Homeowners Association if the Single-family Home Lot Owner is delinquent in the payment of Single-family Home Assessments.

(g) *Lien for Non-Payment.* The Single-family Home Assessments, together with such interest as the Homeowners Association may impose for delinquencies and with the costs of collection and actual attorney fees, shall constitute a lien on the Single-family Home Lot against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 779.70 of the Wisconsin Statutes. The Homeowners Association shall be entitled to all costs of collection and attorney fees incurred enforcing its rights hereunder.

(h) *Priority of Assessments.* Any first mortgagee of a Single-family Home Lot who obtains title to a Single-family Home Lot pursuant to remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such Single-family Home Lot's unpaid Single-family Home Assessments which accrued before the acquisition of title to such Single-family Home Lot by such mortgagee; provided, however, the mortgagee shall be responsible for Single-family Home Assessments levied after obtaining title of a Single-family Home Lot.

(i) *Responsibility of Transferees for Unpaid Assessments.* The transferee of the Single-family Home Lot title shall be liable for unpaid Single-family Home Assessments and interest thereon against the Single-family Home Lot accruing up to the time of the transfer. The Homeowners Association, upon ten (10) days' written request, shall provide a letter to the purchaser of any Single-family Home Lot that states the existence, if any, of outstanding Single-family Home Assessments and interest thereon against the Single-family Home Lot. The Homeowners Association shall have the right to charge reasonable fees for such statements.

6.6 Reserves. This Homeowners Association may include a reserve for the Homeowners Association's Common Expenses including, without limitation, for its Allocated Share of the Master Association's Common Expenses.

6.7 Enforcement / Attorneys' Fees. Developer and the Homeowners Association shall have the right to enforce the provisions of this Declaration that specifically apply to the Single-family Home Lots or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any such provision of the Declaration, either to restrain or cure the violation or to recover damages, or both. If the Developer or Homeowners Association initiates a suit or action to enforce the provisions of this Declaration that apply to the Single-family Home Lots, the Developer or Homeowners Association shall be entitled to recover its court costs and actual, reasonable attorneys' fees from the offending party.

6.8 Fines; Specific Performance; Interest. The Single-family Home Lot Owners agree that a violation of the (i) covenants set forth in this Declaration that apply to the Single-family Home Lots, (ii) the Homeowners Association's Articles and Bylaws, or (iii) the Homeowners Association's Rules and Regulations may impose irreparable harm to the other Single-family

Home Lot Owners or occupants. The Single-family Lot Owners agree that the Homeowners Association may impose a fine not exceeding One Hundred Dollars (\$100.00) per day against the violating Owner for each day a violation is outstanding and has not been cured. All fines assessed shall be paid within fifteen (15) days after delivery of the notice. The daily cap for fines shall increase five percent (5%) every five years starting from the date the Declaration is executed. All administrative or legal fees incurred in connection with collecting any amounts due hereunder, as well as actual attorneys' fees incurred in connection with an action for injunctive relief, damages, and/or all collections of due amounts, together with interest thereon, shall also be promptly paid by the Single-family Home Lot Owner responsible for the violation. All costs assessed pursuant hereto shall become a lien on the Single-family Home Lot owned by said Owner. Any amounts due hereunder shall bear interest at the maximum rate permitted by law or twelve percent (12%) per annum, whichever is less, from the date such sums are due until paid.

## ARTICLE 7 TOWNHOMES ASSOCIATION

7.1 Townhomes Association Membership. The Owner of each Townhomes Lot shall be a member of the Townhomes Association. Where more than one person holds an Ownership interest in any Townhomes Lot, all persons holding such interest shall be members, but such Townhomes Lot shall have only one vote assigned to that Townhomes Lot. Each Townhomes Lot Owner shall have such rights as are set forth herein, in the Articles and Bylaws of the Townhomes Association, as amended from time to time, and as may be provided by the laws of the State of Wisconsin. Ownership of a Townhomes Lot will signify the acceptance and ratification of the Townhomes Association's Articles, Bylaws and Rules and Regulations by the Owner(s) of a Townhomes Lot. Each Townhomes Lot added to the Development as part of a Future Phase shall become a member of the Townhomes Association.

7.2 Voting. Each Townhomes Lot shall have one vote. All actions of the Townhomes Association not delegated to the Townhomes Association Board shall be approved by the Townhomes Lot Owners holding a majority of the votes assigned to the Townhomes Lots. Land contract vendees, and not the land contract vendors, shall be members of the Townhomes Association. Persons who hold an interest in a Townhomes Lot merely as security for the performance of an obligation (including mortgagees) are not members of the Townhomes Association, although the voting rights associated with a Townhomes Lot may be assigned to the land contract vendor(s) and/or mortgagee(s) as further loan security on the Townhomes Lot.

7.3 Developer Control. Notwithstanding anything contained in this Declaration or the Bylaws to the contrary, the Developer shall totally govern the affairs of the Townhomes Association until the Developer has sold all of the Townhomes Lots and the Future Phases Land. The Developer shall turn over control of the Townhomes Association to the Townhomes Lot Owners at the earlier of: (i) the conveyance of all of its ownership interest in the Townhomes Lots and the Future Phases Land; or (ii) thirty (30) days after the Developer's election to waive its right of control.

7.4 Board of Directors. After the period of Developer control under Section 7.3, the affairs of the Townhomes Association shall be managed by an elected board of directors (the "Townhomes Association Board"). After the period of Developer control under Section 7.3, the

Townhomes Association Board shall have at least three directors elected by the Townhomes Lot Owners. The Townhomes Association Board shall have such duties, powers, and responsibilities as are set forth herein in the Articles and Bylaws of the Townhomes Association, as amended from time to time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments.

## 7.5 Townhomes Association's Common Expenses and Assessments.

- (a) *Townhomes Association's Common Expenses.* All expenses incurred by the Townhomes Association are “*Townhomes Association's Common Expenses*,” including, without limitation, its Allocated Share of the Master Association’s Common Expenses, and any expenses incurred by the Townhomes Association for items that affect only the Townhomes Lots and are not covered by the Master Association. It will include costs for the operation of the Townhomes Association, including any costs and fees incurred for professional services such as attorneys and accountants.
- (b) *General Assessments.* The Townhomes Association shall levy monthly or annual general assessments (the “*Townhomes General Assessments*”) against each Townhomes Lot for maintaining a fund from which the Townhomes Association’s Common Expenses and the Townhomes Lots’ Allocated Share of the Master Association’s Common Expenses may be paid.
- (c) *Special Assessments.* The Townhomes Association may, whenever necessary or appropriate, levy special assessments (the “*Townhomes Special Assessments*”) against each Townhomes Lot for defraying the cost of the Townhomes Association’s Common Expenses and its Allocated Share of the Master Association’s Common Expenses that the Townhome General Assessments do not cover.
- (d) *Commencement.* Townhomes General Assessments and Townhomes Special Assessments are collectively called “*Townhomes Assessments*.” Each Townhomes Lot shall pay an equal portion of the Townhomes Assessments except for such expenses that are incurred on behalf of less than all the Townhomes Lots, such as the Private Street Assessments, which shall then be allocated equally to those Townhomes Lots receiving the benefit of the expenses incurred. The Townhomes Assessments shall commence against a Townhomes Lot at the time it is first conveyed by the Developer or an Owner to a third-party unrelated to the Developer.
- (e) *Collection of Assessments.* Townhomes Assessments and installments on such Townhomes Assessments shall be paid on or before the date when such Townhomes Assessments and installments are due. Any Townhomes Assessments or installment not paid when due shall be delinquent, and the Townhomes Lot Owner may be charged interest on the unpaid Townhomes Assessments or installment of such Townhomes Assessments. The interest charged shall be calculated from the date when the Townhomes Assessments or installment was first due until the date it is paid. The rate of interest to be charged on such unpaid Townhomes Assessments shall be 1.5% per month unless otherwise set by the Townhomes Association Board. All payments upon account shall be applied first to the interest, if any, and then to the Townhomes Assessments payment first due. If a Townhomes

Lot Owner fails to pay the Townhomes Assessments within the specified time, such failure shall constitute a default. No Townhomes Lot Owner shall be entitled to vote for a Townhomes Lot at any meeting of the Townhomes Association if the Townhomes Lot Owner is delinquent in the payment of Townhomes Assessments.

(f) *Lien for Non-Payment.* The Townhomes Assessments, together with such interest as the Townhomes Association may impose for delinquencies and with the costs of collection and actual attorney fees, shall constitute a lien on the Townhomes Lot against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 779.70 of the Wisconsin Statutes. The Townhomes Association shall be entitled to all costs of collection and attorney fees incurred enforcing its rights hereunder.

(g) *Priority of Assessments.* Any first mortgagee of a Townhomes Lot who obtains title to a Townhomes Lot pursuant to remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such Townhomes Lot's unpaid Townhomes Assessments or interest thereon which accrued before the acquisition of title to such Townhomes Lot by such mortgagee; provided, however, the mortgagee shall be responsible for any Townhomes Assessments levied after obtaining title of a Townhomes Lot.

(h) *Responsibility of Transferees for Unpaid Assessments.* The transferee of the Townhomes Lot title shall be liable for unpaid Townhomes Assessments and interest accrued thereon against the Townhomes Lot accruing up to the time of the transfer. The Townhomes Association, upon ten (10) days' written request, shall provide a letter to the purchaser of any Townhomes Lot that states the existence, if any, of outstanding Townhomes Assessments and interest accrued thereon against the Townhomes Lot. The Townhomes Association shall have the right to charge reasonable fees for such statements.

7.6 Reserves. This Townhomes Association may include a reserve for the Townhomes Association's Common Expenses including, without limitation, for its Allocated Share of the Master Association's Common Expenses.

7.7 Enforcement / Attorneys' Fees. Developer and the Townhomes Association shall have the right to enforce the provisions of this Declaration that specifically apply to the Townhomes Lots or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any such provision of the Declaration, either to restrain or cure the violation or to recover damages, or both. If the Developer or Townhomes Association initiates a suit or action to enforce the provisions of this Declaration that apply to the Townhomes Lots, the Developer or Townhomes Association shall be entitled to recover its court costs and actual, reasonable attorneys' fees from the offending party.

7.8 Fines; Specific Performance; Interest. The Townhomes Lot Owners agree that a violation of the (i) covenants set forth in this Declaration that apply to the Townhomes Lots, (ii) the Townhomes Association's Articles and Bylaws, or (iii) the Townhomes Association's Rules and Regulations may impose irreparable harm to the other Townhomes Lot Owners or occupants. The Townhomes Lot Owners agree that the Townhomes Association may impose a fine not

exceeding One Hundred Dollars (\$100.00) per day against the violating Owner for each day a violation is outstanding and has not been cured. All fines assessed shall be paid within fifteen (15) days after delivery of the notice of the fine. The daily cap for fines shall increase five percent (5%) every five years starting from the date the Declaration is executed. All administrative or legal fees incurred in connection with collecting any amounts due hereunder, as well as actual attorneys' fees incurred in connection with an action for injunctive relief, damages, and/or All collections of due amounts, together with interest thereon, shall also be promptly paid by the Townhomes Lot Owner responsible for the violation. All costs assessed pursuant hereto shall become a lien on the Townhomes Lot owned by said Owner. Any amounts due hereunder shall bear interest at the maximum rate permitted by law or twelve percent (12%) per annum, whichever is less, from the date such sums are due until paid.

7.9 Zero Lot Line Maintenance Agreement. Each Townhomes Lot will be subject to a separate recorded zero lot line maintenance agreement.

## ARTICLE 8 CONDOMINIUM ASSOCIATIONS

Each Condominium Lot shall have a Condominium Association that governs its affairs as set forth under the Condominium Ownership Act. In addition to the provisions set forth in this Declaration, each Condominium Lot shall be subject to the Condominium Ownership Act and its own Condominium Instruments.

## ARTICLE 9 MASTER ASSOCIATION

9.1 Purpose. There shall be a Master Association to administer the maintenance, repair, and replacement of the Common Areas.

9.2 Members. The members of the Master Association shall be the Homeowners Association, the Townhomes Association, the Condominium Associations, and the Middleton Valley Lot Owners (each a "*Master Association Member*" and collectively the "*Master Association Members*"). Each time that a Condominium Lot is added to the Development as part of a Future Phase its Condominium Association shall be a member of the Master Association.

9.3 Voting. Each Master Association Member shall have the following votes:

<b>Master Association Members</b>	<b>Number of Votes</b>
Homeowners Association	3
Each Condominium Association	1 (two total)
Townhomes Association	1
Middleton Valley Lots Owner(s)	1 (for all three Lots)
<b>Total Votes</b>	<b>7</b>

9.4 Developer Control of the Master Association. Notwithstanding anything contained in this Declaration to the contrary, the Developer shall totally govern the affairs of the Master Association until the Developer has sold all the Lots in the Development and the Future Phases Land. The Developer shall turn over control of the Master Association at the earlier of: (i) the conveyance of all of its ownership interest in the Lots and the Future Phases Land; or (ii) thirty (30) days after the Developer elects to waive its right of control.

9.5 Master Association Board of Directors / Professionally Managed.

(a) *Master Association Board of Directors.* After the period of Developer control under Section 9.4, the Master Association shall have a board of directors that governs its affairs (“*Master Association Board of Directors*”). The Homeowners Association shall appoint three directors, each Condominium Association shall appoint one director, the Townhomes Association shall appoint one director, and the Middleton Valley Lots’ Owners shall appoint one director. Each director shall have one vote.

(b) *Professional Manager.* The Master Association Board of Directors shall hire a professional management company to manage the Master Association.

9.6 General Assessments. The Master Association shall levy annual general assessments (the “*Master Association General Assessments*”) against each Master Association Member for its Allocated Share of Master Association Common Expenses and the insurance required under Article 12 will be paid.

9.7 Special Assessments. The Master Association may, whenever necessary or appropriate, levy special assessments (the “*Master Association Special Assessments*”) against each Master Association Member for its Allocated Share for defraying the cost of Master Association Common Expenses that the Master Association General Assessments do not cover.

9.8 Commencement. Master Association General Assessments and Master Association Special Assessments are collectively called “*Master Association Assessments*.” The Master Association Assessments shall commence against the Master Association Members at the time the Master Association begins to incur Master Association Common Expenses or insurance premiums.

9.9 Collection of Assessments. Master Association Assessments and installments on such Master Association Assessments shall be paid on or before the date when such Master Association Assessments and installments are due. Any Master Association Assessments or installment not paid when due shall be delinquent, and the Master Association Member may be charged interest on the unpaid Master Association Assessments or installment of such Master Association Assessments. The interest charged shall be calculated from the date when the Master Association Assessments or installment was first due until the date it is paid. The rate of interest to be charged on such unpaid Master Association Assessments shall be 1.5% per month unless otherwise set by the Master Association Board of Directors. All payments upon account shall be first applied to the interest, if any, and then to the Master Association Assessments payment first due. If a Master Association Member fails to pay the Master Association Assessments within the specified time, such failure shall constitute a default. No Master Association Member shall be entitled to cast a vote at any meeting of the Master Association if the Master Association Member is delinquent in the payment of the Master Association Assessments.

9.10 Lien for Non-Payment. The Master Association Assessments, together with such interest and with the costs of collection and actual attorney fees, shall constitute a lien on each of the Master Association Member's Lots (for example, if the Homeowners Association fails to pay its Master Association Assessments, the lien may be placed against all of the Single-family Home Lots). Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 779.70 of the Wisconsin Statutes. The Master Association shall be entitled to all costs of collection and attorney fees incurred enforcing its rights hereunder.

9.11 Reserves. The Master Association may include a reserve for each Master Association Member's share of the maintenance, repairs, and replacement of the Common Areas, such as the Private Street, that must periodically be maintained, repaired, or replaced. The reserve for each Master Association Member does not need to be maintained in a separate account; provided, however, that the Master Association shall maintain accurate records of the amount of the reserves maintained on account of each Master Association Member.

9.12 Enforcement / Attorneys' Fees. Developer and the Master Association shall have the right to enforce the provisions of this Declaration or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any such provision of the Declaration either to restrain or cure the violation or to recover damages, or both except for those provisions that are intended to apply only to the Single-family Home Lots, Townhomes Lots, Condominium Lots, or Middleton Valley Lots. If the Developer or Master Association initiates a suit or action to enforce the provisions of this Declaration, the Developer or Master Association shall be entitled to recover its court costs and actual, reasonable attorneys' fees from the offending party.

9.13 Fines; Specific Performance; Interest. The Lot Owners agree that a violation of the (i) covenants set forth in this Declaration that applies to the Master Association, (ii) the Master Association's Articles and Bylaws, or (iii) the Master Association's Rules and Regulations may impose irreparable harm to the other Lot Owners. The Lot Owners agree that the Master Association may impose a fine not exceeding Five Hundred Dollars (\$500.00) per day against the violating Lot Owner for each day a violation is outstanding and has not been cured. All fines assessed shall be paid within fifteen (15) days after delivery of the notice. The daily cap for fines

shall increase five percent (5%) every five years starting from the date the Declaration is executed. All administrative or legal fees incurred in connection with collecting any amounts due hereunder, as well as actual attorneys' fees incurred in connection with an action for injunctive relief, damages, and/or all collections of due amounts, together with interest thereon, shall also be promptly paid by the Lot Owner responsible for the violation. All costs assessed pursuant hereto shall become a lien on the Lot owned by said Owner. Any amounts due hereunder shall bear interest at the maximum rate permitted by law or twelve percent (12%) per annum, whichever is less, from the date such sums are due until paid.

## ARTICLE 10 COMMON AREAS

**10.1 Use of Common Areas.** The Common Areas may be used only for their designated purpose as set forth in the Declaration, the Plat, or any Rules and Regulations adopted by the Master Association.

- (a) *Stormwater Facilities.* Outlots 1, 2, 5, and 6 have been designated for stormwater facilities.
- (b) *Private Street.* Outlots 3 and 4 have been designated for Private Streets.

**10.2 Use and Regulations of Private Streets.**

(a) *Private Street Easement.* Private Streets are intended for year-round vehicular, bicycle, and pedestrian ingress and egress between the Private Street Lots, the abutting public streets, and any future connecting public streets. A non-exclusive easement is granted for such use to each Private Street Lot Owner and to their invitees, contractors, and employees. The Master Association shall have the right to grant easements for the use of any Private Street as it deems necessary and to pass rules that promote the orderly and safe use of the Private Streets; provided, however, the Master Association shall not take any actions that would limit or obstruct any Private Street Lot Owner's rights to use a Private Street for ingress and egress between the Private Street Lots and the public street. The Master Association may temporarily close a Private Street for the maintenance, repair, and replacement of a Private Street or for other necessary reasons, but the Master Association shall use reasonable efforts to limit the disruption caused by such closure.

(b) *No Obstruction.* The ingress and egress between a Private Street and public street shall always be open and unobstructed except as set forth under Section 10.2(a). No person shall use the Private Street, or any portion of a Private Street, for any purpose other than passage, loading, and unloading of motor vehicles, and for pedestrian traffic. No Owner shall do anything that interferes with the use of a Private Street by other Owners, including, without limitation, the building of barriers, fences, dividers, parking, or other obstructions that prevent, prohibit, or discourage the free and uninterrupted flow of vehicular and pedestrian traffic.

(c) *Default Regulations.* The Master Association may adopt rules and regulations relating to the Private Streets that modify, expand, or limit the below default

rules. Until such rules and regulations are adopted, the following default regulations shall apply to the Private Street:

- vii. *Speed Limit.* The default speed limit on a Private Street shall be ten miles per hour.
- viii. *Parking, Stopping, and Standing.* No parking, stopping, or standing shall be allowed on any portion of a Private Street when such parking, stopping, or standing would obstruct traffic.
- ix. *Snow Emergency and Winter Parking.* No person shall park a motor vehicle, trailer, or any other moveable equipment on a Private Street if there is a declared snow emergency or between 12:00 midnight and 6:00 a.m. from November 15 to April 1 of the following year.
- x. *Garbage Pickup.* Each Private Street Lot shall comply with directions from the Master Association's vendor regarding where to place garbage and recycling containers for pickup.

(d) *Enforcement.* The City is hereby given the authority, but not the obligation, to enforce the traffic and parking regulations on a Private Street.

(e) *Future Dedication of Private Street.* The Private Streets are private and no dedication to the public shall occur except by agreement between the applicable governmental jurisdiction and the Master Association. Any dedication of a Private Street to the applicable governmental jurisdiction shall only require the approval of the Master Association.

FUTURE DEDICATION. IN THE EVENT THAT THE CITY REQUESTS THE DEDICATION OF A PRIVATE STREET TO THE CITY, THE MASTER ASSOCIATION SHALL TAKE ALL NECESSARY STEPS AND EXECUTE ALL NECESSARY DOCUMENTS TO COMPLETE SUCH DEDICATION SO LONG AS THE MASTER ASSOCIATION WILL NOT INCUR MATERIAL COSTS TO COMPLETE THE DEDICATION PROCESS. BY PURCHASING A LOT SUBJECT TO THIS DECLARATION, EACH LOT OWNER HEREBY AFFIRMATIVELY CONSENTS TO THE FUTURE DEDICATION OF A PRIVATE STREET TO THE CITY WITHOUT ANY ADDITIONAL ACTION NECESSARY BY THE MASTER ASSOCIATION OR THE CITY TO OBTAIN SUCH CONSENT.

10.3 Ownership of Common Areas. The Developer is the Owner of the Common Areas. The Developer shall have the right to convey such ownership of the Common Areas to the Master Association, and in such case, the Master Association shall accept ownership of the Common Areas. In such case that the Master Association becomes the owner of the Common Areas, the Master Association shall assume the obligations and rights of the Developer under this Declaration as to all Common Areas Maintenance and Administration, including charging the Condominium Lots, Middleton Valley Lot, and Townhomes Lots their Allocated Share of such costs under Article 11.

10.4 Cluster Mailboxes. The Homeowners Association, Townhomes Association, Condominium Associations, and Middleton Valley Lots Owners shall be responsible for the maintenance, repair, and replacement of any cluster mailboxes serving the applicable Lots.

## ARTICLE 11

### COMMON AREAS ADMINISTRATION AND MAINTENANCE, REPAIR, AND REPLACEMENT

11.1 Administration. Except as specifically provided herein, the Developer, or the Master Association once the Common Areas are conveyed to the Master Association, shall be responsible for the administration of:

- (a) the repair, maintenance (including snow removal), and replacement of the Private Streets;
- (b) the repair, maintenance, replacement, and appearance of the Common Areas;
- (c) the repair, maintenance, and replacement of the Stormwater Facilities; and
- (d) insurance.

11.2 Maintenance, Repair and Replacement of the Common Areas. An easement for ingress and egress, staging and grading is reserved in, over, and under ten (10) feet of each Lot that abuts any Common Areas for the purpose of maintenance, repair and replacement of the Common Areas. The Developer, or the Master Association once the Common Areas are conveyed to the Master Association, shall be responsible for any damage resulting from such work and shall return any Lot to the same condition that existed prior to the commencement of the work. If the Developer, or the Master Association once the Common Areas are conveyed to the Master Association, fails to maintain a Common Area, the City shall have the right to require such maintenance by sending written notice to the Developer, or the Master Association once the Common Areas are conveyed to the Master Association, requiring it to complete all necessary maintenance of the Common Areas. If the Developer, or the Master Association once the Common Areas are conveyed to the Master Association, refuse or fail to complete the necessary maintenance within thirty (30) days from the date of mailing of the City's notice, then the City may complete the necessary maintenance of the Common Areas and charge all costs as a special charge to the Lot Owners for their Allocated Share of such costs. Notwithstanding the foregoing, in the event the failure of maintenance relates to snow and ice removal, or any other obstruction to a Private Street that create a material danger to the occupants of Lots or any other user of such roads, no notice from the City shall be required.

#### 11.3 Allocated Share of Master Association's Common Expenses and Payments.

- (a) *Master Association's Common Expenses.* All expenses incurred by the Master Association are "Master Association's Common Expenses," including, without limitation, expenses incurred for landscaping and lawn care; snow plowing; improvements to the Common Areas; common grounds security lighting, if installed; municipal utility services provided to the Common Areas; trash collection; reserves for future maintenance,

repair, and replacement of the Common Areas, professional management company; and maintenance and management salaries and wages. The Master Association's Common Expenses shall include, without limitation, expenses incurred for insurance premiums and reserve funds for extraordinary maintenance, repairs, and replacements of the Private Streets and stormwater facilities. Any common surplus or deficit shall be allocated equally to each Lot's Allocated Share. The Developer, or the Master Association, once the Common Areas are conveyed to the Master Association, shall Deliver written notice at least one hundred eighty (180) days to the affected Lot Owners before incurring any one-time Common Expense greater than \$50,000 for the maintenance, repair, or replacement of a Common Area. This threshold amount shall increase by \$5,000 every five years starting from the date the Declaration is executed.

(b) *Allocated Share.* The Homeowner's Association, Townhomes Association, Condominium Associations, and Middleton Valley Lots Owners are responsible for their Allocated Share of the Master Association's Common Expenses. The Allocated Share for each shall be:

(i) *Private Streets.* The Private Street Lots shall be responsible for one hundred percent (100%) of the Private Street Common Expenses for the Private Street abutting their Lots.

(1) In such cases that a Private Street has a Condominium Lot abutting one side of the Private Street and Townhomes Lots abutting the other side of the Private Street, the applicable Condominium Association shall be assessed and pay for one-half and the Townhomes Association shall be assessed and pay for the other one-half of the Private Street Common Expenses for the abutting Private Street.

(2) In such cases that the Private Street is only abuted by Townhomes Lots, the Townhomes Association shall be assessed and pay the Private Street Common Expenses for the Private Street.

(3) In such cases that the Private Street is only abutted by a Condominium, the applicable Condominium Association shall be assessed and pay the Private Streets Common Expenses for the abutting Private Street.

(ii) *Common Areas Other Than Private Streets.* The Homeowners Association, Townhomes Association, Condominium Associations, and the Middleton Valley Lots shall be responsible for their Allocated Share of the Master Association's Common Expenses other than Private Streets as set forth below. The allocations set forth below are calculated by taking the total square footage of each class of Lots (i.e., Single-family Home Lots, Townhomes Lots, Condominium Lots, and Middleton Valley Lots) and dividing each class of Lots' total square feet by the total square footage of all the Lots, excluding the Outlots,

covered by the Declaration. If and when the Developer amends this Declaration to add a portion of the Future Phases Lands, the Allocated Share assigned to each class of Lots below shall be revised using the same calculation.

- (1) The Homeowner's Association shall be responsible for 4.09% of the Master Association's Common Expenses for the Common Areas other than the Private Streets.
- (2) The Townhomes Association shall be responsible for 12.36% of the Master Association's Common Expenses for the Common Areas other than the Private Streets.
- (3) The Callipoe Condominium Association shall be responsible for 20.82% of the Common Expenses for the Common Areas other than the Private Streets.
- (4) The Canna Lily Condominium Association shall be responsible for 11.23% of the Master Association's Common Expenses.
- (5) The Middleton Valley Lots shall be responsible for 51.50 % of the Common Expenses for the Common Areas other than the Private Streets.

(c) *Damage Caused by Lot Owners.* Each Lot Owner shall be responsible for the cost of any cleaning, maintenance, repair, or replacement of all or any part of any Common Areas caused by the negligent, reckless, or intentional act or omission, normal wear and tear excepted, of any Lot Owner, Lot Owner's tenant, occupant, guest, contractor, agent, or invitee. Such costs shall be paid within (10) days after Delivery of written demand.

## ARTICLE 12 INSURANCE

12.1 Fire and Extended Loss Insurance for the Common Areas. The Developer, or the Master Association once the Common Areas are conveyed to the Master Association, shall obtain and maintain fire, casualty, and extended coverage/all-risk/special form insurance coverage for any improvements located on the Common Areas. The insurance obtained under this Section 12.1 shall be included in the Master Association's Common Expenses.

12.2 Public Liability Insurance. The Owner of the Common Areas shall obtain and maintain a comprehensive liability insurance policy for the Developer / Master Association, its officers, directors, and the Lot Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Areas. Liability coverage shall be for at least \$500,000.00 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Master Association. The insurance coverage obtained under this Section 12.2 shall be included in the Master Association's Common Expenses.

12.3 Fidelity Insurance. The Master Association may maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by

the Master Association. The Master Association shall be the named insured, and the insurance shall be in an amount of not less than one hundred percent (100%) of the Master Association's annual operating expenses and reserves. The cost of Fidelity Insurance shall be included in the Master Association's Common Expenses.

## ARTICLE 13

### FUTURE PHASES AND ADDITIONAL CITY REQUIRED COVENANTS

13.1 Future Phases. Developer expressly reserves unto itself, its successors and assigns the right to expand the Development, in one or more phases, by adding all or a portion of the Future Phases Land to the Development. Any such Future Phases shall be in the sole discretion of the Developer. No Lot Owner or other person shall have the right to require any such expansion, and the Developer shall not need the consent or approval of any Lot Owner for any such expansion.

13.2 Recording Amendments and Subdivision Plats For Future Phases. The Developer may add all or a portion of the Future Phases Land to the Development by recording an amendment to this Declaration and subsequent subdivision plats. The Developer shall have the right, in Developer's sole discretion, to amend the Declaration and record additional subdivision plats to add the Future Phases, and such action shall not require any approvals from the Lot Owners, the Homeowners Association, the Condominium Associations, the Townhomes Association, the Middleton Valley Lot Owner(s), the Master Association or any other person or entity. The Development shall be deemed expanded when an amendment to this Declaration and a subsequent subdivision plat are recorded in the Dane County Register of Deeds' Office, creating and adding such Future Phase(s) to the Development. When said amendment and subdivision plat are recorded, each Lot in the applicable Future Phase shall be subject to this Declaration.

13.3 Future Outlots / Common Areas. As part of any Future Phase, the Developer may, but is not required to, include outlots that may be used for Private Streets, amenities, stormwater infiltration and / or other uses benefitting some or all of the Lots and the Future Phase(s). The Developer expressly reserves unto itself, its successors and assigns the right to convey such future outlots to the Master Association. Once an outlot is conveyed to the Master Association, the Master Association shall be responsible for the repair, maintenance, replacement and appearance of the outlot, including, without limitation, responsibility for breakage, damage, malfunction or ordinary wear and tear, obsolescence, landscaping, gardening, snow removal, painting, cleaning and decorating. The cost of such repair, maintenance and replacement shall be Master Association Common Expenses allocated to all of the Lots based on their Allocated Share.

13.4 Transfer of Platted Lots In Future Phases. The Developer will not sell or transfer any platted lots in any Future Phase until the Developer obtains approval from the City for the installation of public improvements, executes a development agreement, and provides financial surety for the installation of the public improvements for the applicable Future Phase. Upon submission and City approval of such documents, the City shall execute and record a written instrument, provided by Developer, releasing the prohibition on sale or transfer of said lots in the applicable Future Phase.

13.5 Private Water Supply Booster. Each buildable Lot located at an elevation that could result in a structure thereon having a water supply fixture at or above an elevation of 998, NAVD88 (NGS) datum shall have a private water supply booster pump.

13.6 Right to Farm. Section 823.08 of the Wisconsin Statutes limits the remedies of later established residential property, such as the Lots subject to this Declaration, to seek changes to pre-existing agricultural practices in the vicinity of residential property. Active agricultural operations are now taking place and may continue near the Development. These active agricultural operations may produce noises, odors, dust, machinery traffic, or other conditions during daytime and evening hours.

13.7 Airport. A general aviation airport is located approximately one to two miles, depending on the Lot, to the west and to the southwest of the Development.

13.8 Public and Private Streets. Public streets and private streets, as shown extending to or along the boundary lines of the Plat, may be extended or connected to serve future lots on adjacent lands; provided, however, that any future connection to serve adjacent lands shall be charged for their proportional share of repair, maintenance, and replacement.

13.9 Deep Sewer Connections. Notice is hereby given that Lots 2 and 4 through 29 are connected to a sanitary sewer deeper than 15 feet. Due to the depth of the sanitary sewer, the cost to maintain, repair, and replace the sanitary sewer lateral (privately owned to the connection at the sanitary sewer main) may be more than is customary. You should consult with a licensed plumbing contractor for a precise cost estimate before proceeding with your purchase.

13.10 Lowest Floor Elevation. The following Lots are restricted to a minimum lowest opening elevation, based on the North American Vertical Datum of 1988 (12b) Adjustment (NAVD88). No building opening may be constructed below the following minimums:

Lot Numbers	Elevation
1	911.00'
2 and 3	912.00'

## ARTICLE 14 MISCELLANEOUS

### 14.1 Term and Amendments.

(a) Term. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot for a period of forty (40) years from the date this Declaration is initially recorded. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument approved by (1) the Homeowners Association, (2) the Condominium

Associations, (3) the Townhomes Association, and (4) the Owner(s) of the Middleton Valley Lots have been recorded to terminate or amend the same in whole or in part.

(b) *Amendments Generally.* Until Developer no longer holds any interest of record in any property comprising the Development or the Future Phases Land, this Declaration may be amended by the recording of a written instrument executed by or on behalf of the Developer. Thereafter, until the termination of this Declaration, this Declaration may be amended by recording of an instrument approved by all of the following: (1) the Homeowners Association, (2) the Condominium Associations, (3) the Townhomes Association, and (4) the Owner(s) of the Middleton Valley Lots. For purposes of amending this Declaration, each Association and the Middleton Valley Lots Owner(s) shall have the number of votes set forth under Section 9.3

(c) *Amendments With Limited Applicability.* The Homeowners Association, the Condominium Associations, the Townhomes Association, and the Middleton Valley Lots Owner(s) may amend a provision of this Declaration without the approval of the other Associations or the Middleton Valley Lots Owners if all of the following apply: (1) The provision to be amended specifically applies only to the members / Lot Owners of the Association or to the Middleton Valley Lots Owner(s) that desire to adopt the amendment; and (2) The amendment will not have a negative, material effect on the members / Lot Owners of any other Associations or the Middleton Valley Lots Owner(s).

14.2 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

14.3 Assignability of Developer's Rights. Developer may, by written recorded assignment, transfer its rights as Developer under this Declaration to any person who, effective upon the recording of the assignment, shall be the Developer for all purposes under this Declaration.

**[THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

EXECUTION PAGE FOR THE  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR THE PLAT OF REDTAIL RIDGE

Executed in Dane County, Wisconsin on Sept 22 2023.

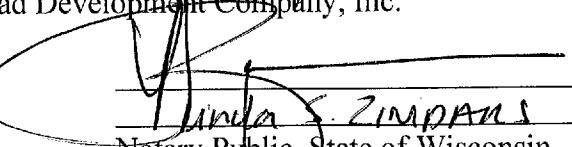
HIGH ROAD DEVELOPMENT COMPANY,  
INC.

By:   
Chad D. Wuebben, President

ACKNOWLEDGEMENT

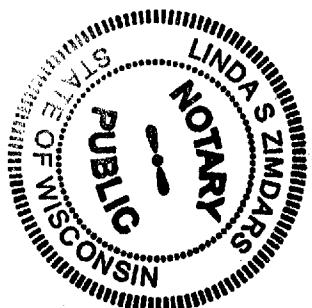
STATE OF WISCONSIN )  
                          )  
                          )  
COUNTY OF DANE      )

This instrument was acknowledged before me on September 22, 2023 by Chad D. Wuebben, the President of High Road Development Company, Inc.

  
Linda S. Ziminars

Notary Public, State of Wisconsin

My commission expires: 11/8/2023



## CONSENT OF MORTGAGEE

The undersigned certifies that it is the holder of the mortgage encumbering the Property subject to this Declaration. The undersigned hereby joins and consents to this Declaration of Covenants, Conditions, and Restrictions.

Dated this 22 day of September 2023.

**OAK BANK**

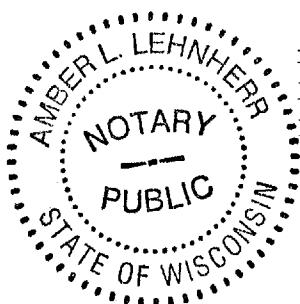
By:

Linda Zimdars, Senior Vice President

## ACKNOWLEDGMENT

STATE OF WISCONSIN      )  
                                  ) ss.  
COUNTY OF DANE            )

This instrument was acknowledged before me 9/22/2023 2023 by Linda Zimdars, Senior Vice President of Oak Bank.

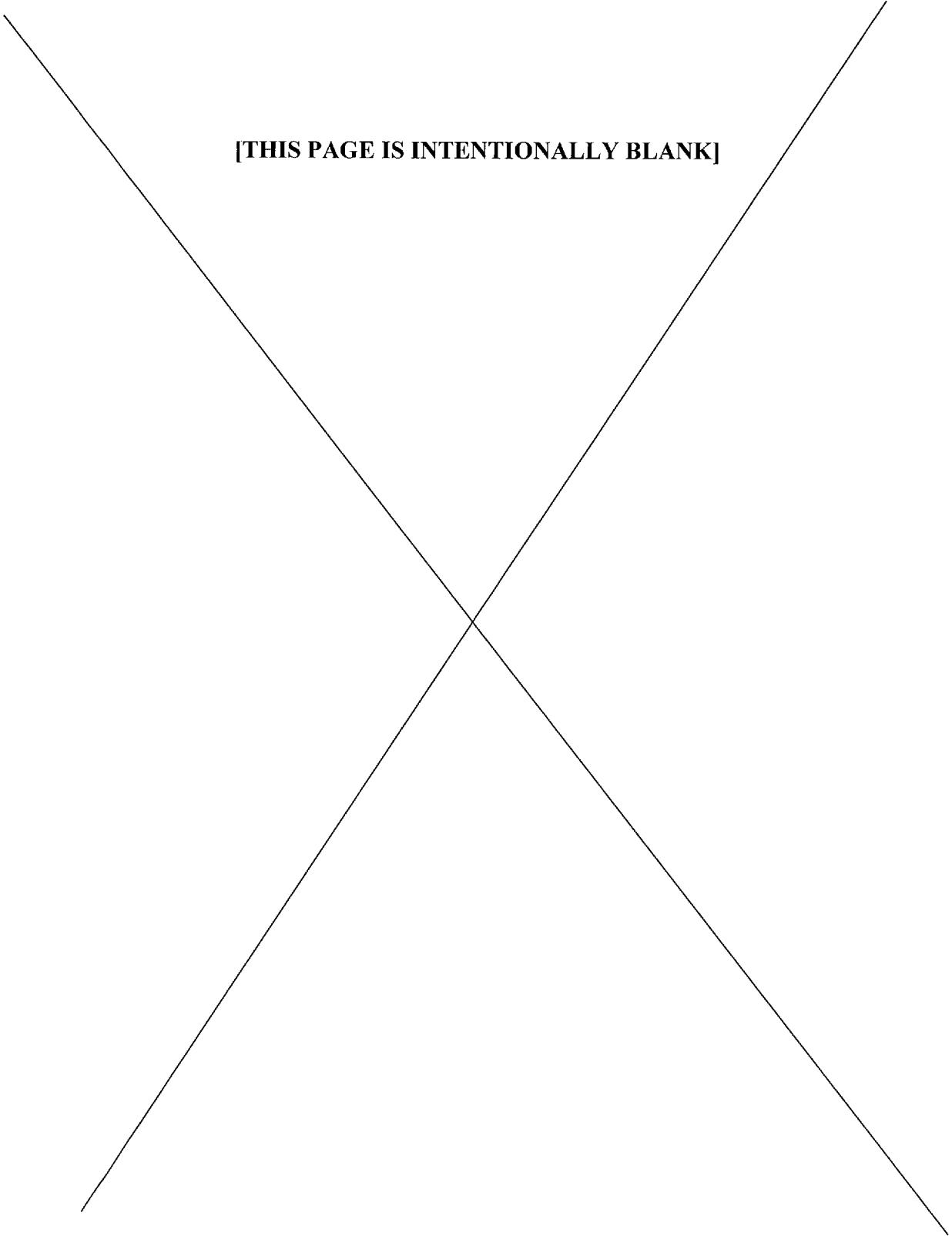


Name (printed): Amber L. Lehnher  
Notary Public, State of Wisconsin  
My commission: Expires 7/2/2024

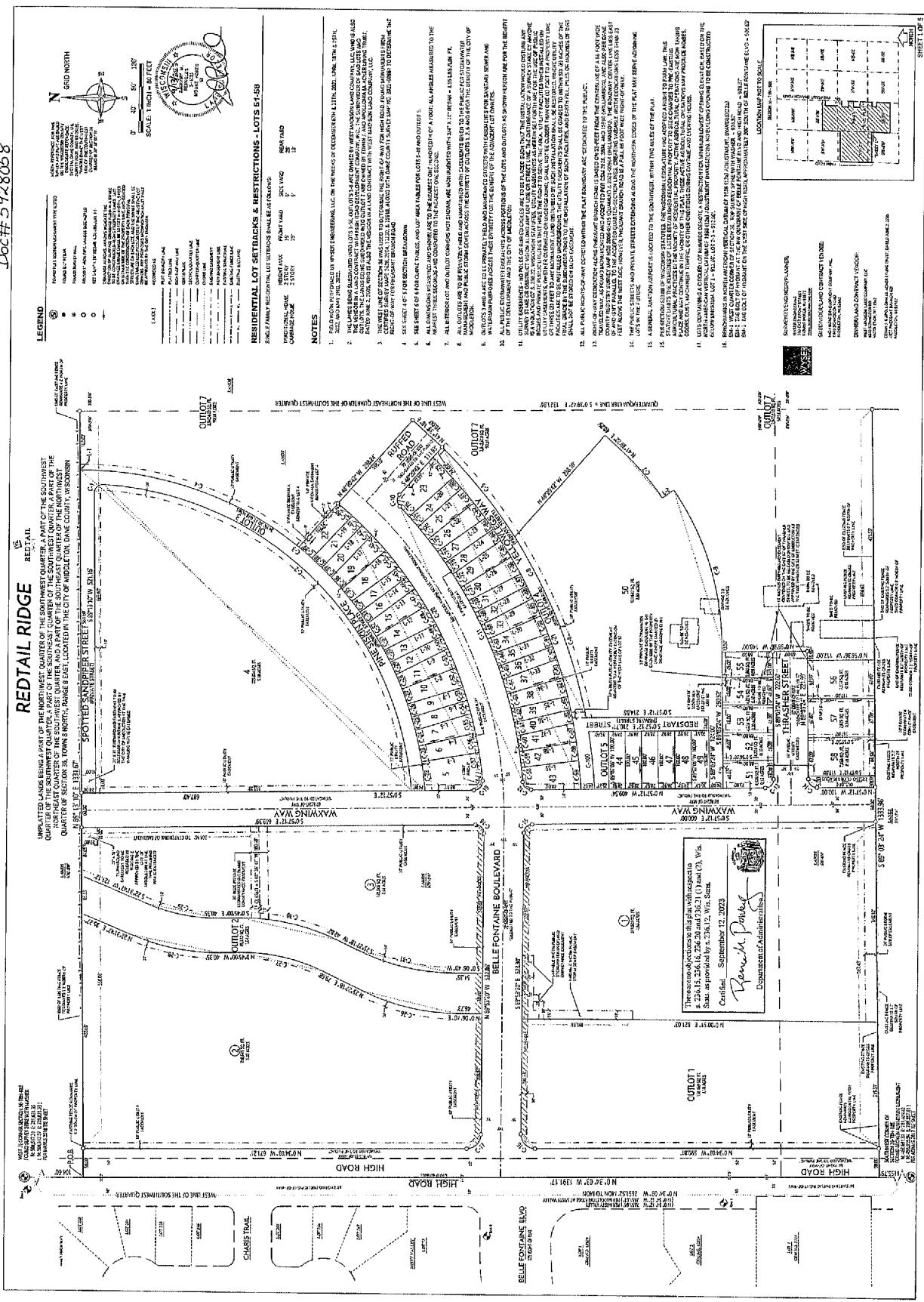
**EXHIBIT A**

*Attach Copy of the Plat*

**[THIS PAGE IS INTENTIONALLY BLANK]**



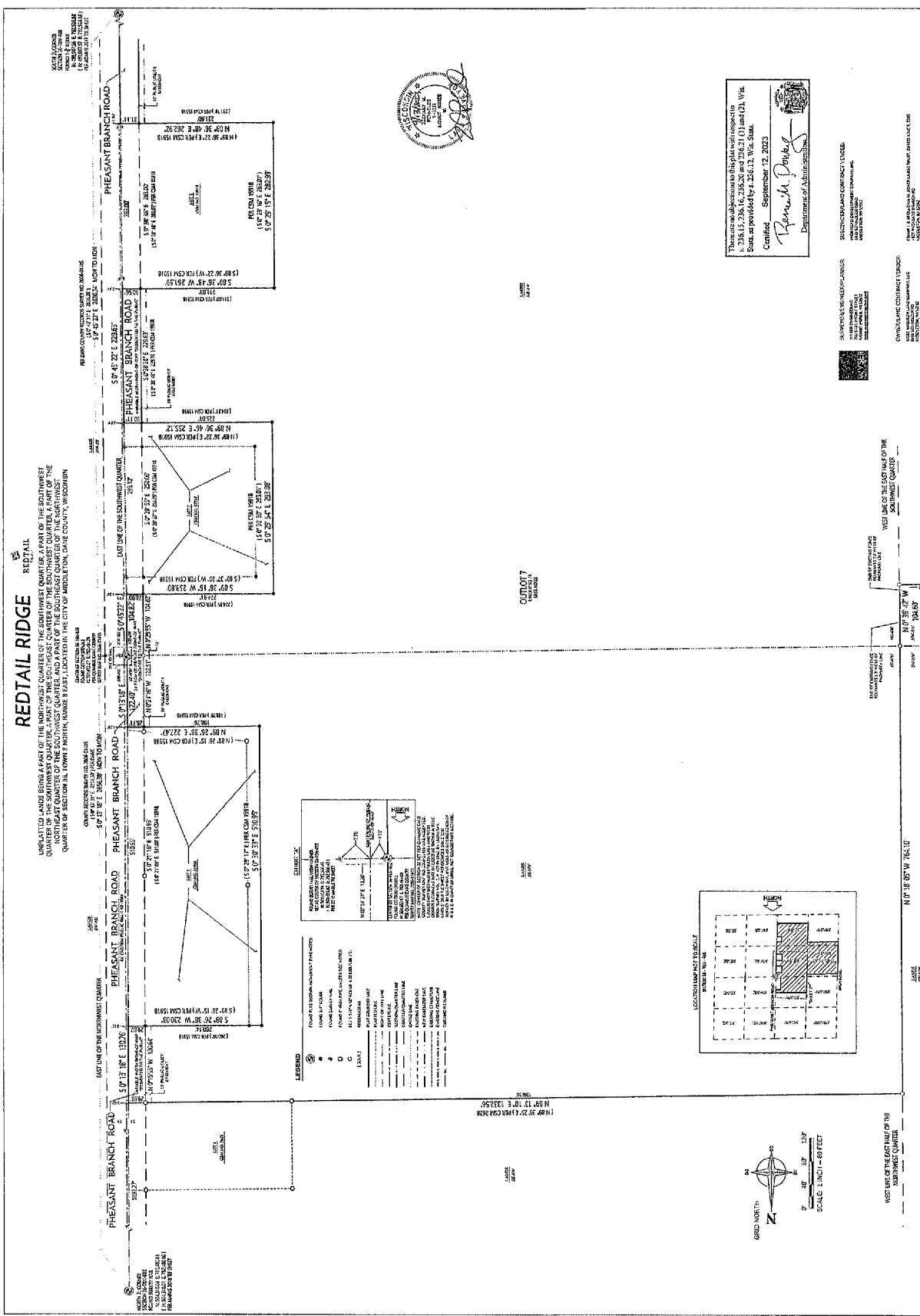
## EXHIBIT A



## EXHIBIT A

## EXHIBIT A

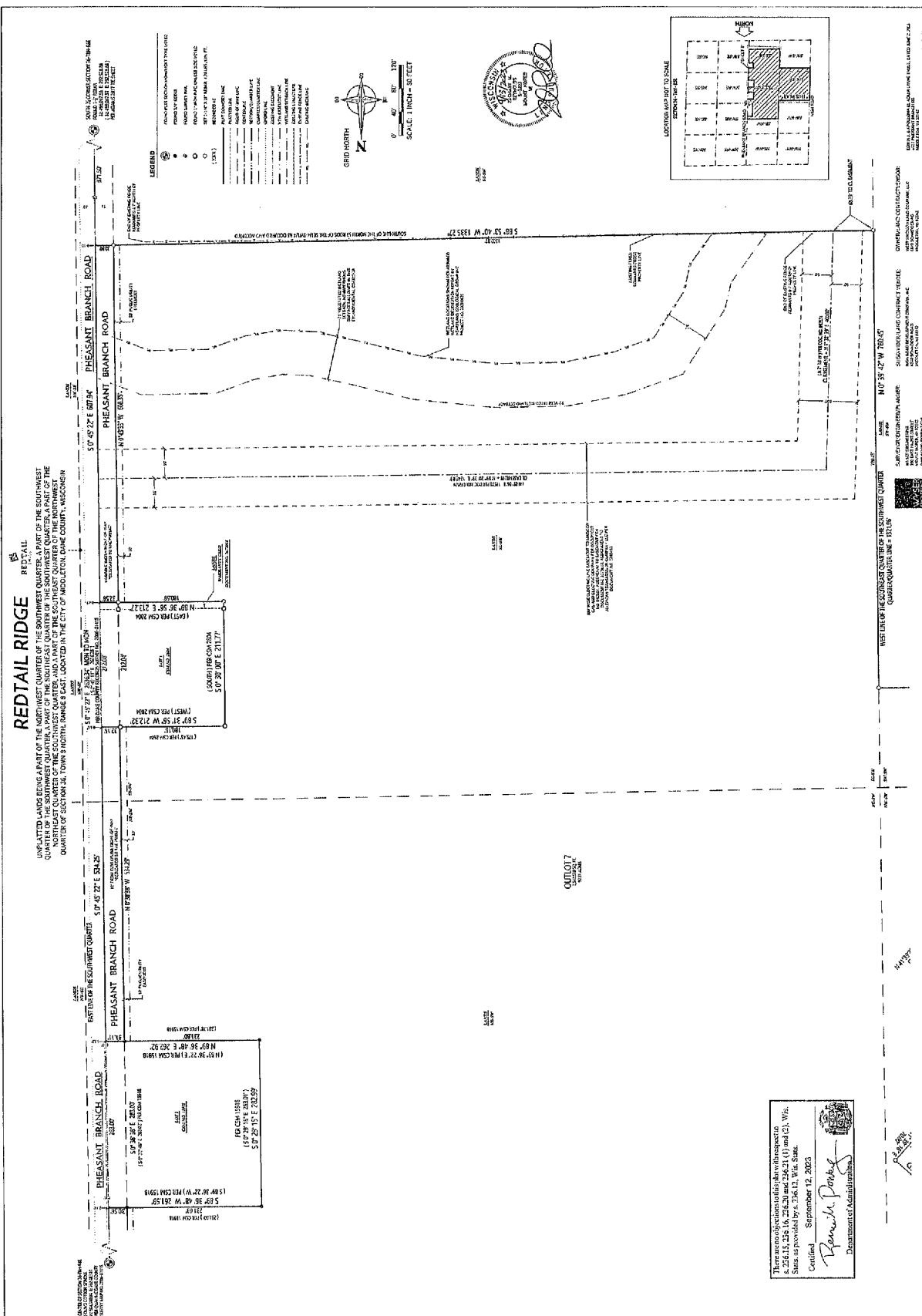
UNIVERSITY OF TORONTO LIBRARIES



## EXHIBIT A

## EXHIBIT A

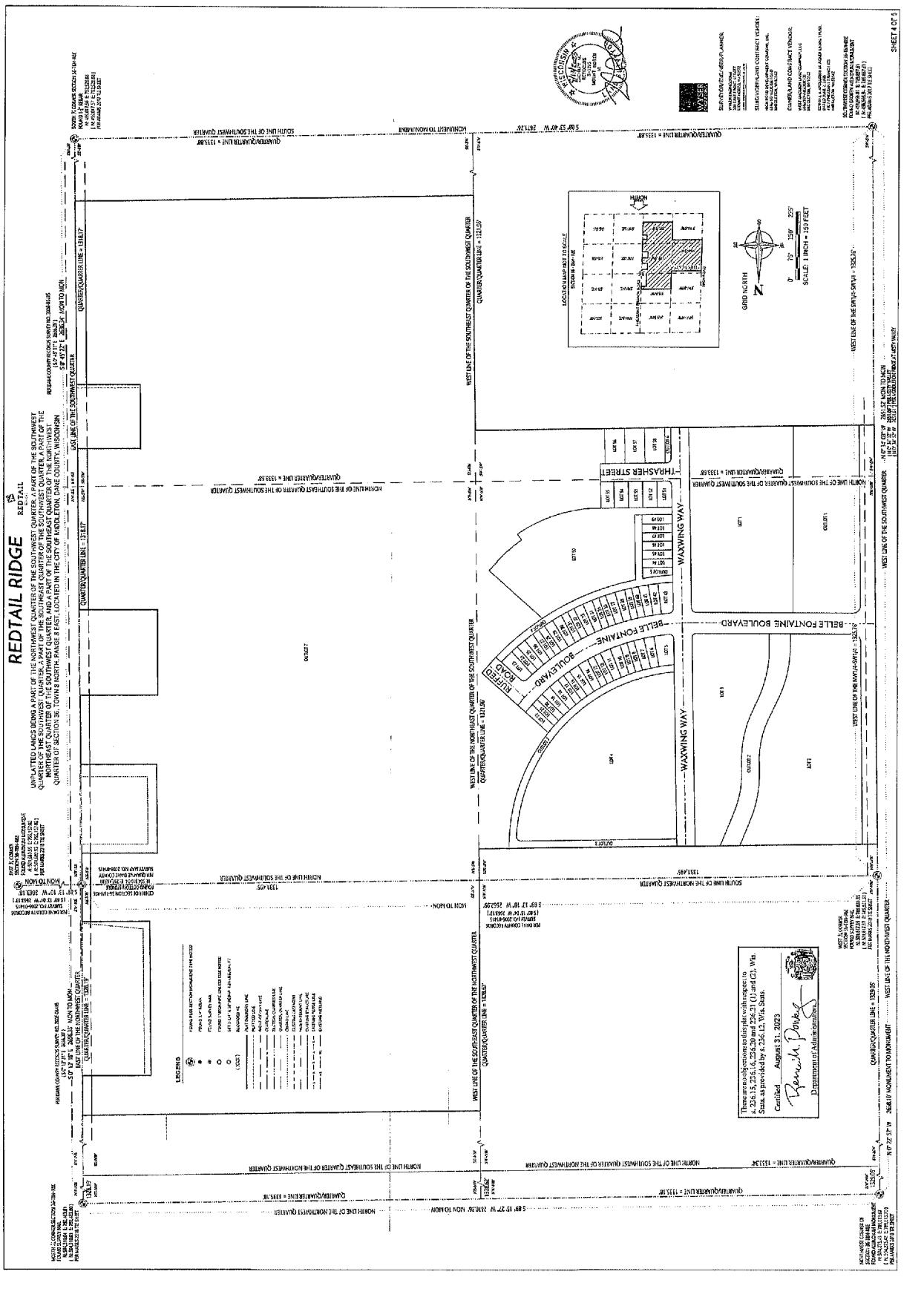
UNOFFICIAL COPY



## EXHIBIT A

## EXHIBIT A

UNOFFICIAL COPY



## EXHIBIT A





## REDTAIL RIDGE

UNPLOTTED LANDS BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NINETY-THREE ACRES, LOCATED IN THE CITY OF MIDDLE TOWN, DANE COUNTY, WISCONSIN, SECTION OF SECTION 36, TOWN 8 NORTH, RANGE 8 EAST.

100

13256 N.W. 131st St. Ft. Lauderdale, Florida 33309

200

3.01 E1.69 N

Cutter?

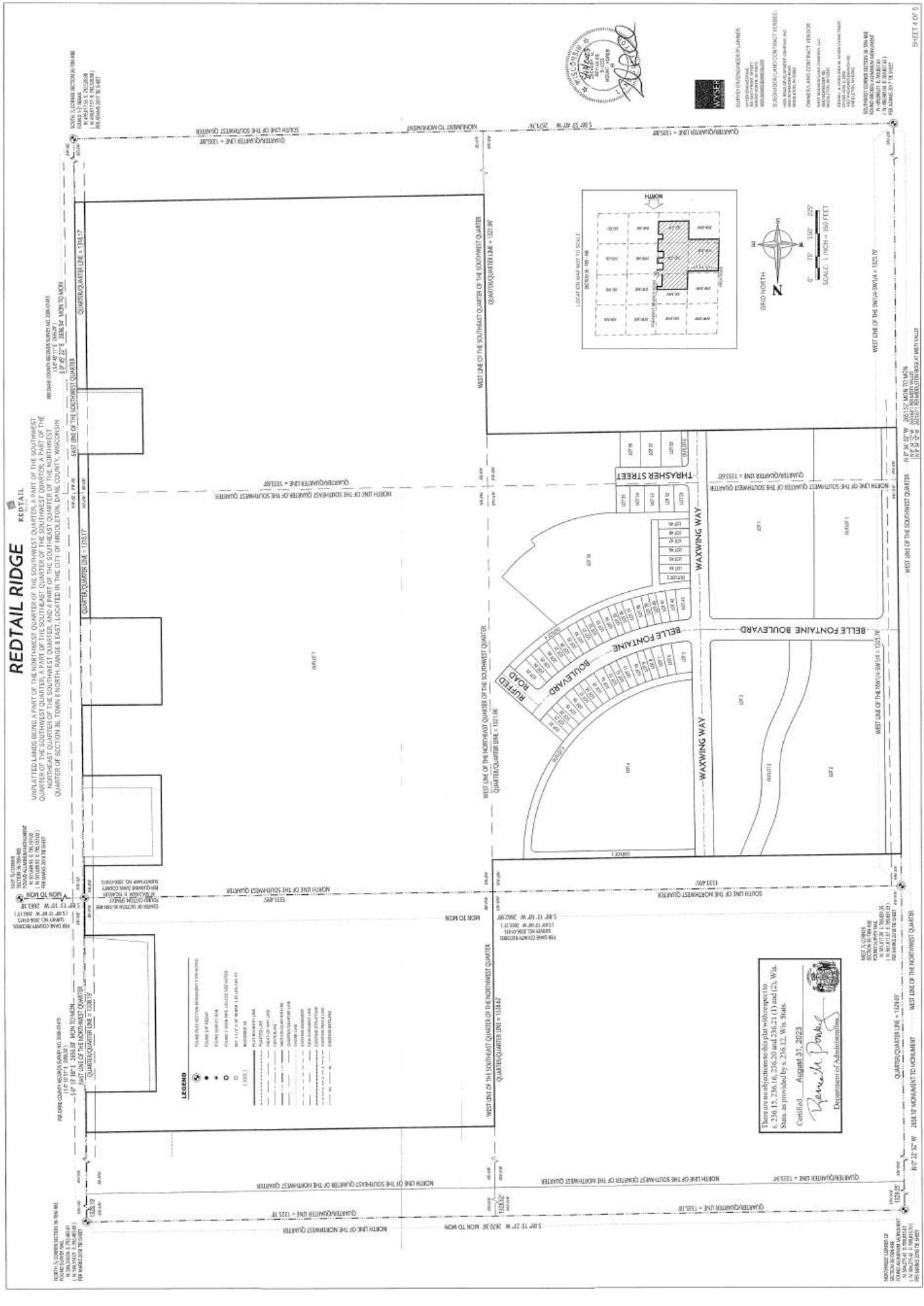
A circular library stamp with handwritten text and a floral design.

There are no specimens in the lot with interpretive  
keys 16, 17, 236, 236.1, and 236.11 (1) and (2), Wis.  
State, as provided by a. 236.12, Wis. Stats.  
Certified September 12, 2023  
  
René M. Donk  
Department of Administration

1000 14TH STREET, SUITE 1000, ALEXANDRIA, VA 22314-1801  
TELEPHONE: (703) 549-4700 FAX: (703) 549-4701  
E-MAIL: [info@bca.org](mailto:info@bca.org) WEBSITE: [www.bca.org](http://www.bca.org)

WEST LINE OF THE LAST HALF OF  
NORTHWEST QUARTER







KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

**REDTAIL RIDGE**

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF REDTAIL RIDGE**

DOCUMENT #  
5934681

11/16/2023 11:54 AM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 14

\*\*The above recording information  
verifies that this document has  
been electronically recorded and  
returned to the submitter.\*\*

Drafted by and Return Address:

Robert C. Procter  
Axley Brynelson, LLP  
P.O. Box 1767  
Madison, WI 53701-1767

**See Exhibit A**

---

**Parcel Identification Numbers**

High Road Development Company, Inc. ("Developer") makes this First Amendment to the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") for the Plat of Redtail Ridge.

**RECITALS:**

A. The Developer caused certain lands in the City of Middleton to be subjected to the Declaration, which lands are legally described as:

LOTS 1-58 AND OUTLOTS 1-6, PLAT OF REDTAIL RIDGE, RECORDED IN THE OFFICE OF THE DANE COUNTY REGISTER OF DEEDS, RECEIVED FOR RECORDING OCTOBER 9, 2023, AS DOCUMENT NUMBER 5928058, IN VOLUME 61-096B OF PLATS, ON PAGES 571-575.

B. Section 14.1(b) of the Declaration provides that until the Developer no longer holds any interest of record in any property comprising the Development or Future Phases Land, the Declaration may be amended by recording a written instrument executed by or on behalf of the Developer.

C. Developer is the fee simple owner of all the property within the Development and the Future Phases of Land.

D. Developer desires to amend the Declaration as set forth below.

AMENDMENT:

NOW, THEREFORE, the undersigned Developer hereby amends the Declaration as follows.

1. Recitals. The Recitals are incorporated into and made part of this First Amendment.

2. Definitions. All capitalized words or phrases not defined in this First Amendment shall have the definitions set forth in the Declaration.

3. Mailboxes. Section 4.10 of the Declaration is hereby amended to state:

4.10 Mailboxes. The United States Postal Service requires a centralized cluster of mailbox units for mail delivery, which the Developer will install. At the closing of the initial sale of each Single-family Home Lot, each initial purchaser of a Single-family Home Lot from the Developer shall reimburse the Developer \$350 for the Single-family Home Lot Owner's portion of the cost of the centralized cluster mailbox units. The Homeowners Association shall be responsible for the maintenance and replacement of the centralized cluster mailbox units serving the Single-family Lots, including, without limitation, snow clearing.

4. Impervious Surfaces. The Declaration is hereby amended to add Section 5.12 regarding impervious surfaces.

5.12 Impervious Surfaces. Impervious surfaces shall not cover more than 42% of the "manor" or "estate" style Single-family Home Lots. Impervious surfaces shall not cover more than 54% of "carriage" style Single-family Home Lots. The "manor" and "estate" style Single-family Home Lots have garages that are entered from the front side facing the public street. The "carriage" style Single-family Home Lots have garages that are entered from the rear side of the Single-family Home Lot facing a Private Street.

5. General Assessments. Section 9.6 of the Declaration is hereby amended to state:

9.6. General Assessments. The Master Association shall levy annual general assessments (the "*Master Association General Assessments*") against each Master Association Member for its Allocated Share of Master Association Common Expenses and the insurance required under Article 12.

6. Allocated Share of the Master Association's Common Expenses. Section 11.3(b) of the Declaration is hereby amended to state:

(b) Allocated Share. The Homeowner's Association, Townhomes Association, Condominium Associations, and Middleton Valley Lots Owners are responsible for their Allocated

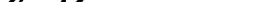
Share of the Master Association's Common Expenses. The Allocated Share for each is calculated based on the fully built-out Development and shall be calculated using the methodology outlined in Exhibit B.

**[THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**EXECUTION PAGE FOR THE  
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR THE PLAT OF REDTAIL RIDGE**

Executed in Dane County, Wisconsin on 11-14, 2023.

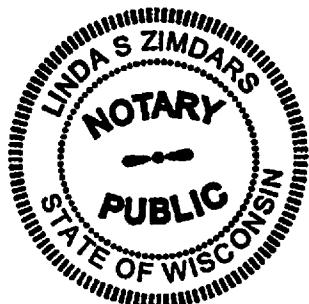
**HIGH ROAD DEVELOPMENT COMPANY,  
INC.**

By:   
Chad D. Wuebben, President

## ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

This instrument was acknowledged before me on November 14, 2023, by Chad D. Wuebben, the President of High Road Development Company, Inc.



Notary Public, State of Wisconsin  
My commission expires: 11/8/2027

~~Notary Public, State of Wisconsin~~

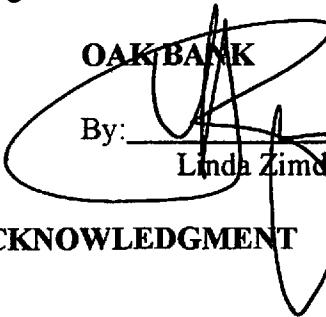
My commission expires: 11/8/2027

## CONSENT OF MORTGAGEE

The undersigned certifies that it is the mortgage holder encumbering the Property subject to this Declaration. The undersigned hereby joins and consents to the First Amendment to the Declaration of Covenants, Conditions, and Restrictions.

Dated this 13 day of November 2023.

OAK BANK

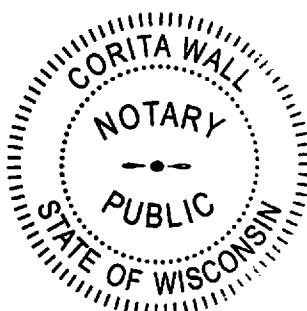
By: 

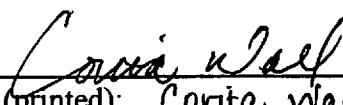
Linda Zimdars, Senior Vice President

## ACKNOWLEDGMENT

STATE OF WISCONSIN      )  
                                  ) ss.  
COUNTY OF DANE            )

This instrument was acknowledged before me 11/13, 2023 by Linda Zimdars,  
Senior Vice President of Oak Bank.



  
Name (printed): Corita Wall  
Notary Public, State of Wisconsin  
My commission: 07/05/2027

**EXHIBIT A**  
*Parcel Identification Numbers*

<b>LOT 1</b>	0808-363-2001-2	<b>LOT 22</b>	0808-363-2232-2	<b>LOT 43</b>	0808-363-2463-2
<b>LOT 2</b>	0808-363-2012-2	<b>LOT 23</b>	0808-363-2243-2	<b>LOT 44</b>	0808-363-2474-2
<b>LOT 3</b>	0808-363-2023-2	<b>LOT 24</b>	0808-363-2254-2	<b>LOT 45</b>	0808-363-2485-2
<b>LOT 4</b>	0808-363-2034-2	<b>LOT 25</b>	0808-363-2265-2	<b>LOT 46</b>	0808-363-2496-2
<b>LOT 5</b>	0808-363-2045-2	<b>LOT 26</b>	0808-363-2276-2	<b>LOT 47</b>	0808-363-2507-2
<b>LOT 6</b>	0808-363-2056-2	<b>LOT 27</b>	0808-363-2287-2	<b>LOT 48</b>	0808-363-2518-2
<b>LOT 7</b>	0808-363-2067-2	<b>LOT 28</b>	0808-363-2298-2	<b>LOT 49</b>	0808-363-2529-2
<b>LOT 8</b>	0808-363-2078-2	<b>LOT 29</b>	0808-363-2309-2	<b>LOT 50</b>	0808-363-2540-2
<b>LOT 9</b>	0808-363-2089-2	<b>LOT 30</b>	0808-363-2320-2	<b>LOT 51</b>	0808-363-2551-2
<b>LOT 10</b>	0808-363-2100-2	<b>LOT 31</b>	0808-363-2331-2	<b>LOT 52</b>	0808-363-2562-2
<b>LOT 11</b>	0808-363-2111-2	<b>LOT 32</b>	0808-363-2342-2	<b>LOT 53</b>	0808-363-2573-2
<b>LOT 12</b>	0808-363-2122-2	<b>LOT 33</b>	0808-363-2353-2	<b>LOT 54</b>	0808-363-2584-2
<b>LOT 13</b>	0808-363-2133-2	<b>LOT 34</b>	0808-363-2364-2	<b>LOT 55</b>	0808-363-2595-2
<b>LOT 14</b>	0808-363-2144-2	<b>LOT 35</b>	0808-363-2375-2	<b>LOT 56</b>	0808-363-2606-2
<b>LOT 15</b>	0808-363-2155-2	<b>LOT 36</b>	0808-363-2386-2	<b>LOT 57</b>	0808-363-2617-2
<b>LOT 16</b>	0808-363-2166-2	<b>LOT 37</b>	0808-363-2397-2	<b>LOT 58</b>	0808-363-2628-2
<b>LOT 17</b>	0808-363-2177-2	<b>LOT 38</b>	0808-363-2408-2	<b>OUTLOT 1</b>	0808-363-2639-2
<b>LOT 18</b>	0808-363-2188-2	<b>LOT 39</b>	0808-363-2419-2	<b>OUTLOT 2</b>	0808-363-2650-2
<b>LOT 19</b>	0808-363-2199-2	<b>LOT 40</b>	0808-363-2430-2	<b>OUTLOT 3</b>	0808-363-2661-2
<b>LOT 20</b>	0808-363-2210-2	<b>LOT 41</b>	0808-363-2441-2	<b>OUTLOT 4</b>	0808-363-2672-2
<b>LOT 21</b>	0808-363-2221-2	<b>LOT 42</b>	0808-363-2452-2	<b>OUTLOT 5</b>	0808-363-2683-2
				<b>OUTLOT 6</b>	0808-363-2694-2

**EXHIBIT B**

**Redtail Ridge Master HOA Budget - Annual**

**Full Occupancy Budget**

**Last updated**

11/4/2023

**Number of units**

452

66

36

22

108

126

30

840

Recap	Redtail Ridge		Calliope		Canna Lily							
	Townhomes		Cottages at		Cottages at		Single		Single		Single	
	Middleton	Owners	Redtail Ridge	Redtail Ridge	Redtail Ridge	Family Home	Family Home	Family Home	Family Home	Family Home	Family Home	Family Home
	Valley Lots 1, 2 and 3	Association, Inc. (Redtail (Middleton	Condominium	Condominium	Condominium	Lots - Carriage	Lots - Carriage	Lots - Manor	Lots - Manor	Lots - Estate	Lots - Estate	Budgeted
	Valley Lots)	Townhomes)	(Calliope	Inc. (Canna	(Canna	Houses)	(Carriage	(Manor	(Manor	(Estate	(Estate	Budgeted
			Cottages)	Lily Cottages)	Houses)	Houses)	Houses)	Houses)	Houses)	Houses)	Total Income	Expenses
Insurance	\$ 1,955.54	\$ 739.21	\$ 790.33	\$ 400.00	\$ 1,625.43	\$ 3,483.96	\$ 976.52	\$ 9,970.99	\$ 9,971.00			
Stormwater annual Maintenance	\$ 2,793.58	\$ 1,056.00	\$ 1,129.02	\$ 571.43	\$ 2,322.00	\$ 4,977.00	\$ 1,395.00	\$ 14,244.03	\$ 14,244.03			
Stormwater Reserves	\$ 3,724.77	\$ 1,408.00	\$ 1,505.36	\$ 761.90	\$ 3,095.99	\$ 6,635.99	\$ 1,860.00	\$ 18,992.01	\$ 18,992.00			
Outlot Landscaping	\$ 2,067.33	\$ 781.47	\$ 835.51	\$ 422.87	\$ 1,718.35	\$ 3,683.13	\$ 1,032.34	\$ 10,541.00	\$ 10,541.00			
Outlot Real Estate Taxes	\$ 1,676.07	\$ 633.57	\$ 677.38	\$ 342.84	\$ 1,393.13	\$ 2,986.05	\$ 836.96	\$ 8,546.00	\$ 8,546.00			
Private Road Snow Plowing	\$ -	\$ 43,288.57	\$ 25,819.80	\$ 17,594.30	\$ 6,708.46	\$ -	\$ -	\$ 93,411.13	\$ 93,411.13			
Private Road Maintenance	\$ -	\$ 321.26	\$ 541.33	\$ 741.52	\$ 1,058.00	\$ -	\$ -	\$ 2,662.11	\$ 2,662.11			
Monument Sign	\$ -	\$ 255.84	\$ 139.55	\$ 85.28	\$ 418.64	\$ 488.41	\$ 116.29	\$ 1,504.01	\$ 1,504.00			
Accounting Fees	\$ 588.37	\$ 222.41	\$ 237.79	\$ 120.35	\$ 489.05	\$ 1,048.23	\$ 293.81	\$ 3,000.01	\$ 3,000.00			
Bank Charges	\$ 19.61	\$ 7.41	\$ 7.93	\$ 4.01	\$ 16.30	\$ 34.94	\$ 9.79	\$ 99.99	\$ 100.00			
Legal Services	\$ 588.37	\$ 222.41	\$ 237.79	\$ 120.35	\$ 489.05	\$ 1,048.23	\$ 293.81	\$ 3,000.01	\$ 3,000.00			
Office Supplies	\$ 78.45	\$ 29.65	\$ 31.71	\$ 16.05	\$ 65.21	\$ 139.76	\$ 39.17	\$ 400.00	\$ 400.00			
Electric (monument sign)	\$ -	\$ 255.84	\$ 139.55	\$ 85.28	\$ 418.64	\$ 488.41	\$ 116.29	\$ 1,504.01	\$ 1,504.00			
Mailbox System Maintenance	\$ -	\$ 255.84	\$ 139.55	\$ 85.28	\$ 418.64	\$ 488.41	\$ 116.29	\$ 1,504.01	\$ 1,504.00			
Management fee	\$ 3,322.00	\$ 1,256.00	\$ 1,343.00	\$ 679.00	\$ 2,761.00	\$ 5,918.00	\$ 1,659.00	\$ 16,938.00	\$ 16,938.00			
Total	\$ 16,814.09	\$ 50,733.48	\$ 33,575.60	\$ 22,030.46	\$ 22,997.89	\$ 31,420.52	\$ 8,745.27	\$ 186,317.31	\$ 186,317.27			

Redtail Ridge Master Association Budget at Full Occupancy - Annual  
Last Updated 11/4/2023

Member to Allocate Costs to	Allocation Methods				
	Special	Per Square Feet	Per Unit	Total Units	Notes:
Middleton Valley Lots 1, 2 and 3 (Middleton Valley Lots)	N/A	558,716	452	452	
Redtail Ridge Townhomes Owners Association, Inc. (Redtail Ridge Townhomes)	Special	211,200	66		
Condominium Associations:					"Special" method allocates the cost only to the Townhomes Lots, Condominium Lots and Carriage lots that abut a Private Street.
Calliope Cottages at Redtail Ridge Condominium Association (Calliope Cottages)	Special	225,804	36		
Canna Lily Cottages at Redtail Ridge Condominium Association, Inc. (Canna Lily Cottages)	Special	114,285	22	388	
Homeowners Association:					
Single Family Home Lots - Carriage Houses (Carriage Houses)	Special	464,400	108		
Single Family Home Lots - Manor Houses (Manor Houses)	N/A	995,400	126		
Single Family Home Lots - Estate Houses (Estate Houses)	N/A	279,000	30		
Totals		<u>2,848,805</u>	<u>840</u>	<u>840</u>	

ITEM	EXPENSES			INCOME					
	Per SF Cost or # of units	Allocation Method	Budget	Income before mgmnt fee	Mgmt Fee	Total Income	Cost per unit	Cost per month	
Management Fee - 10% of annual dues of Master Assoc	840	Per SF	\$16,938.00	Assessment - Middleton Valley Lots					
Stormwater Facilities - See Pages 4 - 6:				400 UNITS	Insurance	\$1,955.54			PAGE 1 OF 6
Stormwater Facilities Maintenance Costs (inspect/report/annual maint)		Per SF	\$14,244.03	Stormwater annual Maintenance		\$2,793.58			
Stormwater Facilities Maintenance Costs (Reserves for future replacements/plantings)		Per SF	\$18,992.00	Stormwater Reserves		\$3,724.77			
Private Road, Sidewalks and Driveways - See Pages 4 - 6:				Outlot Landscaping		\$2,067.33			
Private Road, Sidewalks and Driveway Snow & Ice Removal		Special	\$99,411.13	Outlot Real Estate Taxes		\$1,676.07			
Private Road Maintenance Costs (Reserves)		Special	\$2,662.11	Accounting Fees		\$588.37			
Outlot Landscaping Costs per square foot	\$ 0.0037	Per SF	\$10,541.00	Bank Charges		\$19.61			
Real Estate Taxes (outlots, storm water areas) per square foot	\$ 0.0030	Per SF	\$8,546.00	Legal Services		\$588.37			
				Office Supplies		\$78.45			
				Assessment - Redtail Ridge Townhomes					
Insurance Cost (Liability, BOD, mailboxes, sign)	\$ 0.0035	Per SF	\$9,971.00	Insurance		\$739.21			
Monument Sign Maintenance and Landscaping to 388 units	388	Per unit	\$1,504.00	Stormwater annual Maintenance		\$1,056.00			
Accounting Fees		Per SF	\$3,000.00	Stormwater Reserves		\$1,408.00			
Bank Charges		Per SF	\$100.00	Private Road Snow Plowing		\$43,289.57			
Legal Services		Per SF	\$3,000.00	Private Road Maintenance		\$321.26			
Office Supplies		Per SF	\$400.00	Outlot Landscaping		\$781.47			
Electric (lighted monument sign?)	388	Per unit	\$1,504.00	Outlot Real Estate Taxes		\$633.57			
Maintenance of all centralized cluster mailbox systems	388	Per unit	\$1,504.00	Monument Sign		\$155.84			
Total			<u>\$186,317.27</u>	Accounting Fees		\$222.41			
				Bank Charges		\$7.41			
				Legal Services		\$222.41			
				Office Supplies		\$29.65			
				Electric (monument sign)		\$255.84			
				Mailbox System Maintenance		\$255.84			
				Redtail Ridge Townhomes total		<u>\$49,477.48</u>	\$49,477.48	\$1,256.00	\$50,733.48
								\$768.69	\$54.06

Redtail Ridge Master Association Budget at Full Occupancy - Annual  
Last Updated 11/4/2023

Member to Allocate Costs to	Allocation Methods				
	Special	Per Square Feet	Per Unit	Total Units	Notes:
Middleton Valley Lots 1, 2 and 3 (Middleton Valley Lots)	N/A	558,716	452	452	
Redtail Ridge Townhomes Owners Association, Inc. (Redtail Ridge Townhomes)	Special	211,200	66		
Condominium Associations:					
Calliope Cottages at Redtail Ridge Condominium Association (Calliope Cottages)	Special	225,804	36		
Canna Lily Cottages at Redtail Ridge Condominium Association, Inc. (Canna Lily Cottages)	Special	114,285	22	388	"Special" method allocates the cost only to the Townhomes Lots, Condominium Lots and Carriage lots that abut a Private Street.
Homeowners Association:					
Single Family Home Lots - Carriage Houses (Carriage Houses)	Special	464,400	108		
Single Family Home Lots - Manor Houses (Manor Houses)	N/A	995,400	126		
Single Family Home Lots - Estate Houses (Estate Houses)	N/A	279,000	30		
<b>Totals</b>		<b>2,848,805</b>	<b>840</b>	<b>840</b>	

ITEM	EXPENSES			INCOME					
	Per SF Cost or # of units	Allocation Method	Budget	Income before mgmt fee	Mgmt Fee	Total Income	Cost per unit	Cost per year	Cost per month

Assessment - Condominium Associations:  
Assessment - Calliope Cottages

PAGE 2 OF 6

36 UNITS	Insurance	\$780.33
	Stormwater annual Maintenance	\$1,129.02
	Stormwater Reserves	\$1,505.36
	Private Road Snow Plowing	\$25,819.80
	Private Road Maintenance	\$541.33
	Outlot Landscaping	\$835.51
	Outlot Real Estate Taxes	\$577.38
	Monument Sign	\$139.55
	Accounting Fees	\$237.79
	Bank Charges	\$7.93
	Legal Services	\$237.79
	Office Supplies	\$31.71
	Electric (monument sign)	\$139.55
	Mailbox System Maintenance	\$139.55
	<b>Calliope Cottages total</b>	<b>\$32,232.60</b>

Assessment - Canna Lily Cottages

22 UNITS	Insurance	\$400.00
	Stormwater annual Maintenance	\$571.43
	Stormwater Reserves	\$761.90
	Private Road Snow Plowing	\$17,594.30
	Private Road Maintenance	\$741.52
	Outlot Landscaping	\$422.87
	Outlot Real Estate Taxes	\$342.84
	Monument Sign	\$85.28
	Accounting Fees	\$120.35
	Bank Charges	\$4.01
	Legal Services	\$120.35
	Office Supplies	\$16.05
	Electric (monument sign)	\$85.28
	Mailbox System Maintenance	\$85.28
	<b>Canna Lily Cottages total</b>	<b>\$21,351.46</b>

Redtail Ridge Master Association Budget at Full Occupancy - Annual  
Last Updated 11/4/2023

Last Updated	11/4/2023	Allocation Methods			
		Per Square Foot	Per Unit	Total Units	Notes:
Member to Allocate Costs to:					
Middleton Valley Lots 1, 2 and 3 (Middleton Valley Lots)	N/A	558,716	452	452	
Redtail Ridge Townhomes Owners Association, Inc. (Redtail Ridge Townhomes)	Special	211,200	66		
Condominium Associations:					
Calliope Cottages at Redtail Ridge Condominium Association (Calliope Cottages)	Special	225,804	36		
Canna Lily Cottages at Redtail Ridge Condominium Association, Inc. (Canna Lily Cottages)	Special	114,285	22	388	"Special" method allocates the cost only to the Townhomes lots, Condominium lots and Carriage lots that abut a Private Street.
Homeowners Associations:					
Single Family Home Lots - Carriage Houses (Carriage Houses)	Special	464,400	108		
Single Family Home Lots - Manor Houses (Manor Houses)	N/A	995,400	126		
Single Family Home Lots - Estate Houses (Estate Houses)	N/A	279,000	30		
Totals		2,848,805	840	840	

EXPENSES			INCOME								
ITEM	Per SF Cost or # of units	Allocation Method	Budget			Income before mgmt fee	Mgmt Fee	Total Income	Cost per unit per year	Cost per month	

## Assessment - Homeowner's Association

PAGE 3 OF 4

Assessment - Cottages Houses						
Insurance		\$1,625.43				
108 UNITS	Stormwater annual Maintenance	\$2,322.00				
	Stormwater Reserves	\$3,055.99				
	Private Road Snow Plowing	\$6,708.46				
	Private Road Maintenance	\$1,058.00				
	Outlot Landscaping	\$1,718.35				
	Outlot Real Estate Taxes	\$1,393.13				
	Monument Sign	\$418.64				
	Accounting Fees	\$489.05				
	Bank Charges	\$16.30				
	Legal Services	\$489.05				
	Office Supplies	\$65.23				
	Electric (monument sign)	\$418.64				
	Mailbox System Maintenance	\$418.64				
	Carriage Houses total	\$20,236.89	\$20,236.89	\$2,761.00	\$22,997.89	\$212.94
						\$17,7

<u>Assessment - Manor Houses</u>					
	Insurance		\$3,483.96		
126 UNITS	Stormwater annual Maintenance		\$4,977.00		
	Stormwater Reserves		\$6,635.99		
	Outlot Landscaping		\$3,683.13		
	Outlot Real Estate Taxes		\$2,986.05		
	Monument Sign		\$488.41		
	Accounting Fees		\$1,048.23		
	Bank Charges		\$34.94		
	Legal Services		\$1,048.23		
	Office Supplies		\$139.76		
	Electric (monument sign)		\$488.41		
	Mailbox System Maintenance		<u>\$488.41</u>		
	Manor Houses		\$25,502.52	\$25,502.52	\$5,918.00
					\$31,420.52
					\$249.37
					\$20.71

Assessment - Estate Houses						
	Insurance		\$976.52			
30 UNITS	Stormwater annual Maintenance		\$1,395.00			
	Stormwater Reserves		\$1,860.00			
	Outlot Landscaping		\$1,032.34			
	Outlot Real Estate Taxes		\$836.96			
	Monument Sign		\$116.29			
	Accounting Fees		\$293.81			
	Bank Charges		\$9.79			
	Legal Services		\$293.81			
	Office Supplies		\$39.17			
	Electric (monument sign)		\$116.29			
	Mailbox System Maintenance		\$116.29			
	Estate Houses		<u>\$7,086.27</u>	\$7,086.27	\$1,659.00	\$8,745.27
			\$169,379.31	\$169,379.31	\$16,938.00	\$186,317.31

Stormwater Facility Annual Maintenance Costs (Inspect/report/annual maintenance)

Reporting	\$750.00
Cost of Reporting	\$1,500.00
Cost of Maintaining plantings	<u>\$11,750.00</u>
	\$14,000.00
Total SF	<u>2,848,805</u>
Cost per SF	<u>\$0.0050</u>

	<u>Lot Square Footage</u>	<u>Total Units</u>	<u>Annual Cost</u>	<u>Per Unit Cost</u>	<u>LOT SF not incl Apartments</u>
Middleton Valley Lots (Lots 1/2/3)	558,716		\$2,793.58		
Redtail Ridge Townhouses	211,200	66	\$1,056.00	\$16.00	Redtail 211,200
Calliope Cottages	225,804	36	\$1,129.02	\$31.36	Calliope 225,804
Canna Lily Cottages	114,285	22	\$571.43	\$25.97	Canna Lily 114,285
Carriage Houses	464,400	108	\$2,322.00	\$21.50	Carriage 464,400
Manor Houses	995,400	126	\$4,977.00	\$39.50	Manor 995,400
Manor Houses	<u>279,000</u>	<u>30</u>	<u>\$1,395.00</u>	<u>\$46.50</u>	Estate 279,000
Total SF	<u>2,848,805</u>		<u>\$ 14,244.03</u>		

Stormwater Facilities Maintenance Costs - Reserves

Approx Cost	\$113,952.00
-------------	--------------

	<u># of units</u>	<u>Lot Square Footage</u>	<u>Cost Per Square Foot</u>	<u>Total Cost</u>	<u>6 year life</u>	<u>Total Cost</u>	<u>Monthly Per Unit Cost</u>
Middleton Valley Lots (Lots 1/2/3)		558,716	\$0.04	\$22,349.00	6	\$3,725.00 ANNUALLY	
Redtail Ridge Townhouses	66	211,200		\$8,448.00	\$1,408.00	\$117.33 MONTHLY	\$1.78
Calliope Cottages	36	225,804		\$9,032.00	\$1,505.00	\$125.42 MONTHLY	\$3.48
Canna Lily Cottages	22	114,285		\$4,571.00	\$762.00	\$63.50 MONTHLY	\$2.89
Carriage Houses	108	464,400		\$18,576.00	\$3,096.00	\$258.00 ANNUALLY	\$2.39
Manor Houses	126	995,400		\$39,816.00	\$6,636.00	\$553.00 ANNUALLY	\$4.39
Estate Houses	<u>30</u>	<u>279,000</u>		<u>\$11,160.00</u>	<u>\$1,860.00</u>	<u>\$155.00 ANNUALLY</u>	<u>\$5.17</u>
Total SF		<u>2,848,805</u>		<u>\$113,952.00</u>	<u>\$18,992.00</u>		

1-6 inch snow event	Linear Road Feet	Cost per foot - plow	Linear Feet of Ped Walkway	Cost per foot - Plow/shovel walkway	Number of Units-Walks & Drives		Cost per each Walk & Drive	Total Cost Per Event	\$ Total Events	Cost Per Unit-Annual
					Walk	Drives				
Redtail Ridge Townhouses	873	\$139.68	2,044	\$306.60	66	66	\$4,290.00	\$4,736.28	\$23,681.40	\$358.81
Calliope Cottages	1,471	\$235.36	1,566	\$234.90	36	36	\$2,340.00	\$2,810.26	\$14,051.30	\$390.31
Canna Lily Cottages	2,015	\$322.40	994	\$149.10	22	22	\$1,430.00	\$1,901.50	\$9,507.50	\$432.16
Carriage Houses	2,875	\$460.00	669	\$100.35	108	108		\$560.35	\$2,801.75	\$25.94
Total 5 events per year	<u>7,234</u>		<u>5,273</u>		<u>232</u>				<u>\$50,041.95</u>	

6-9 inch snow event	Linear Road Feet	Cost per foot - plow	Linear Feet of Ped Walkway	Cost per foot - Plow/shovel walkway	Number of Units-Walks & Drives		Cost per each Walk & Drive	Total Cost Per Event	3 Total Events	Cost Per Unit
					Walk	Drives				
Redtail Ridge Townhouses	873	\$226.98	2,044	\$449.68	66	66	\$5,610.00	\$6,286.66	\$18,859.98	\$285.76
Calliope Cottages	1,471	\$382.46	1,566	\$344.52	36	36	\$3,060.00	\$3,786.98	\$11,360.94	\$315.58
Canna Lily Cottages	2,015	\$523.90	994	\$218.68	22	22	\$1,870.00	\$2,612.58	\$7,837.74	\$356.26
Carriage Houses	2,875	\$747.50	669	\$147.18	108	108		\$894.68	\$2,684.04	\$24.85
Total 3 events per year	<u>7,234</u>		<u>5,273</u>		<u>232</u>				<u>\$40,742.70</u>	
Total 5 events per year									<u>\$50,041.95</u>	
Total 3 events per year									<u>\$40,742.70</u>	
Total snow removal costs									<u>\$90,784.65</u>	

## ICE EVENT - SALTING RDS &amp; PED PATHS

Cost per linear foot	\$.07									
Total Linear feet of road and ped path	<u>12,507</u>									
Total per ice event	<u>\$875.49</u>									
3 ice events per year	<u>3</u>									
Total cost for 3 ice events	<u>\$2,626.47</u>									
Total number of units	<u>232</u>									
Per Unit Cost	<u>\$.11.32</u>									
Total snow removal and ice event costs									<u>\$93,411.12</u>	

## Allocate to:

Redtail Ridge Townhouses	\$43,288.57
Calliope Cottages	\$25,819.80
Canna Lily Cottages	\$17,594.30
Carriage Houses	\$6,708.46
	<u><u>\$93,411.13</u></u>

**Private Road Maintenance Costs (Reserves)**

PAGE 6 OF 6

	2023 Build Cost per LF	\$96.00							
	# of units	Linear Road Feet	2023 Cost to build	2023 Cost	Inflation & Maintenance Factor	Total Cost	Per Month using 25 year life	Per Unit Cost	Per Unit Annual Cost
Redtail Ridge Townhouses	66	873	\$96.00	\$83,808.00	\$12,571.20	\$96,379.20	\$321.26	\$4.87 MONTHLY	\$58.44
Calliope Cottages	36	1,471	\$96.00	\$141,216.00	\$21,182.40	\$162,398.40	\$541.33	\$15.04 MONTHLY	\$180.48
Canna Lily Cottages	22	2,015	\$96.00	\$193,440.00	\$29,016.00	\$222,456.00	\$741.52	\$33.71 MONTHLY	\$404.52
Carriage Houses	108	2,875	\$96.00	\$276,000.00	\$41,400.00	\$317,400.00	\$1,058.00	\$9.80 MONTHLY	\$117.60
<b>Totals</b>				<b>\$694,464.00</b>	<b>\$104,169.60</b>	<b>\$798,633.60</b>	<b>\$2,662.11</b>		

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

## STORM WATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this 19 day of September, 2023, by and between *High Road Development Company, Inc.* (the "Owner"), and CITY OF MIDDLETON, a Wisconsin Municipal Corporation (the "City"), collectively, the "Parties."

### RECITALS

- A. The Owner is developing certain real property located in the City of Middleton legally described in paragraph 2 herein (the "Property").
- B. The Parties desire to set forth their obligations for the maintenance of certain storm water management improvements on the Property.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

DOCUMENT #  
5928468  
10/11/2023 10:23 AM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 9

\*\*The above recording information verifies that this document has been electronically recorded and returned to the submitter.\*\*

### Recording area (Dane Co. Register of Deeds)

Send To: City Clerk  
City of Middleton  
7426 Hubbard Ave  
Middleton, WI 53562

255/0808-363-8652-2

### Parcel Identification Number

1. Sole Agreement. This Agreement is the sole applicable agreement pertaining to storm water management for the described Property. Each of Lots 1, 2, and 3 of the described property will be subject to an additional stormwater management system maintenance agreement at the time of development.
2. Site Legal Description. The Property subject to this Agreement is legally described as follows: Redtail Ridge Plat, Lot 1-58 and Outlots 1-6, City of Middleton, Dane County, Wisconsin, the "Site."
3. Responsible Party.
  - a. RESPONSIBLE PARTY. The Owner, who is the owner of the real property at the Site, is hereinafter referred to as the Responsible Party.
  - b. CONSTRUCTION PHASE MAINTENANCE. The Responsible Party is responsible for satisfying the provisions of this Agreement throughout the Property for the duration of the construction and warranty period.
  - c. POST-CONSTRUCTION PERPETUAL MAINTENANCE. Upon completion of all construction phases and expiration of the warranty period, the Responsible Party shall assume responsibility for maintaining the private storm water management system in perpetuity or until a Homeowners Association is established. Once established, the Homeowners Association shall become the responsible party in perpetuity.
4. Permanent Components Of The Storm Water Management System.
  - a. The storm water management system for the Property consists of the following management practices or components:
    - Two Infiltration Basins
      - Infiltration Basin #1 – 25,000 square foot bottom area. Located in the southern third of Outlot 1 on the southside of Belle Fontaine Blvd, to the east of High Rd, to the west of Lot 1, and to the south of Wet Pond 2.

- Infiltration Basin #3 – 14,000 square foot bottom area. Located in the northern third of Outlot 1 on the southside of Belle Fontaine Blvd, to the east of High Rd, to the west of Lot 1, and to the north of Wet Pond 2.
- Two Wet Ponds
  - Wet Pond #2 – 24,000 square foot bottom area and 5 foot permanent pool depth. Located in middle third of Outlot 1 on the south side of Belle Fontaine Blvd, to the east of High Rd, to the west of Lot 1, to the south of Infiltration Basin #2, and to the north of Infiltration Basin #1.
  - Wet Pond #4 – 3,000 square foot bottom area and 4 foot permanent pool depth. Located in Outlot 2 on the north side of Belle Fontaine Blvd between Lot 2 and 3.
- Sediment Trap #6 – 2,900 square foot bottom area and 3 foot permanent pool depth. Located in Outlot 2 on the north side of the main drainage swale.
- Five Bioretention Basins
  - Bioretention Basin #1 – 6,000 square foot bottom area. Located on the west side of Lot 4, east of Waxwing Way, and south of Bioretention Basin I2.
  - Bioretention Basin #2 – 3,000 square foot bottom area. Located on the west side of Lot 4, east of Waxwing Way, and north of Bioretention Basin I3.
  - Bioretention Basin #4 – 100 square foot bottom area. Located in Outlot 5 to the east of Waxwing Way and west of Bioretention Basin I4.
  - Bioretention Basin #4 – 600 square foot bottom area. Located in Lot 50 to the south of Outlot 4 and east of Bioretention Basin I5.
  - Bioretention Basin #5 – 50 square foot bottom area. Located in Outlot 6 at the southeast corner of the Waxwing way and Thrasher Street Intersection.
- Drainage Swale
  - Main Drainage Swale – 480 length feet. Located in Outlot 2 to the north of Wet Pond #4 and to the south of Sediment Trap #6.
  - Stormwater Drainage Swale – 200 LF swale. Located along the south property line of Lots 56-58. Discharges into the Bioretention Basin #5.
- Storm Sewer/Inlets/Riprap
  - Private Outlot 1 and 2 – 728 LF of storm sewer and 3 basin outlet structures, 7 headwalls, and endwall with riprap at 5 storm sewer outfalls.
  - Private Lots 4-58 and Outlots 3-6 – 1,407 LF of storm sewer, 4 manholes, 13 curb inlets, 1 area inlet, 4 basin outlet structures with 1' deep sumps, 1 basin outlet structure with 3' deep sump, 3 headwalls, and endwall with riprap at the 5 storm sewer outfalls.
  - Public – 3,544 LF of storm sewer and 8 manholes, 2 manholes with 3' deep sumps, 31 curb inlets, 6 curb inlets with 3' deep sumps, 1 headwall, and endwall with riprap at 3 storm sewer outfalls.
    - Responsibility of public storm sewer will be turned over to the City after the construction and warranty period.
- b. The drainage areas served by the storm water management practices components on this site includes Lots 1-49, the western half of Lot 50, Lots 51-58, Outlots 1-3, the western half of Outlot 4, Outlots 5-6, the portion of Outlot 7 draining west, Belle Fontaine Blvd except a portion to the west near the High Rd intersection, Waxwing Way, Ruffed Road, and Thrasher Street.
- c. The storm water management system for the property is depicted on Exhibit A, and shown on the approved plans on file with the City Engineer.

## 5. Inspection And Maintenance Schedule.

- a. All components of the storm water management system shall be inspected by the Responsible Party:
  - i. At least semiannually in early Spring and early Autumn; and
  - ii. Within 72 hours following any major storm or flood event of sufficient intensity or duration to pose significant risk of damage to the system.
- b. The following components shall be inspected by the Responsible Party more frequently as follows:

### **Infiltration Basin**

- Infiltration surface shall be protected from construction sediment with staging or through the use of erosion control measures. Basin shall be inspected upon completion to confirm that clogging due to construction sediment has not occurred.
- Infiltration Basin shall be installed in accordance with WDNR Conservation Practice Standard #1003 Infiltration Basin.
- Inspect and record status of components of infiltration basin including infiltration surface, vegetation, outfalls, outlet structure, and basin overflow. Also record days since last rainfall and approximate rainfall depth.
- No structures of any kind are permitted within the infiltration basin area, without prior written approval of the City Engineer.
- If basin includes monitoring well for storage layer (recommended), record depth of water (if any) in monitoring well. Basin shall be considered compromised if basin surface has not completely drained in 24 hours and storage layer has not completely drained within 72 hours after termination of previous rainfall event.
- If compromised, Basin shall be restored per specifications of originally approved plan or modified as approved by City Engineer and current WDNR Technical Standards.
- Siltation in the basin, as identified by the topographic survey, shall be dredged and disposed offsite in accordance with NR 347. Topographic survey shall be required every ten years at a minimum. Dredging shall be as required by the City Engineer.
- Mowing or burning shall be used to maintain the vegetation. Mow newly planted seed once it reaches a height of 10 to 12 inches down to a height of 5 to 6 inches. After establishment, if burning cannot be accommodated, mowing shall occur once in the spring (prior to April 15th) or in the fall (after November 1st) to a height of 5 to 6 inches. Burning may begin the second year, in the early spring (prior to May 1st) or in the late fall (after November 1st). Burning shall be performed every 2-3 years as recommended by a landscape architect. Under no circumstances shall burning occur every other year.
- All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to any outfall and the outlet structure.
- All vehicular or equipment is prohibited from driving onto or across basin, except when maintenance is being completed. Pedestrian traffic is prohibited from crossing basin except when providing maintenance.
- Remove trash and other debris regularly.
- Snow shall not be dumped directly onto the infiltration surface.

### **Wet Pond/Sediment Trap**

- Wet Pond shall be installed in accordance with WDNR Conservation Practice Standard #1001 Wet Detention Pond.
- The detention basin shall be mowed to maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to any outfall and the outlet structure.
- No structures of any kind are permitted within the detention basin area, without prior written approval of the City Engineer.
- After the warranty period and final certification, a topographic survey of the depth of the detention basin shall be completed every ten years. Siltation in the basin, as identified by the topographic survey, shall be dredged and disposed offsite in accordance with NR 347. Dredging shall be as required by the

- City Engineer. Excavation is prohibited below the original design depth. If a liner is present, it must be protected from damage during sediment removal or when the liner is undergoing repair.
- Inspect and record status of components of wet pond including water surface elevation, depth of sedimentation, vegetation of pond side slopes, outfalls, outlet structure, and basin overflow. Also record days since last rainfall and approximate rainfall depth.
- If compromised, Basin shall be restored per specifications of originally approved plan or modified as approved by City Engineer and current WDNR Technical Standards.

#### **Bioretention Basin**

- Infiltration surface shall be protected from construction sediment with staging or through the use of erosion control measures. Basin shall be inspected upon completion to confirm that clogging due to construction sediment has not occurred.
- Bioretention Basin shall be installed in accordance with WDNR Conservation Practice Standard #1004 Bioretention for Infiltration.
- Water as needed during first growing season and during dry periods after first growing season.
- Inspect and record status of components of bioretention basin including infiltration surface, surface mulch, native seeding, outfalls, outlet structure and basin overflow. Also record days since last rainfall and approximate rainfall depth.
- No structures of any kind are permitted within the infiltration basin area, without prior written approval of the City Engineer.
- If basin includes a monitoring well for storage layer (recommended), record depth of water (if any) in monitoring well. Basin shall be considered compromised if basin surface has not completely drained in 24 hours and storage layer has not completely drained within 72 hours after termination of previous rainfall event.
- If compromised, Basin shall be restored per specifications of originally approved plan or modified as approved by City Engineer and current WDNR Technical Standards.
- Siltation in the basin, as identified by the topographic survey, shall be dredged and disposed offsite in accordance with NR 347. Dredging shall be as required by the City Engineer.
- Bioretention Basin infiltration surface shall have native seeding.
- Mowing is required during the first 2 years. Planted areas should be mowed to a height of 6-12 inches 2-3 times during the first year and once during the second year to prevent weeds from developing seed. During subsequent years, mowing may be performed once per year or burning every 2-3 years as recommended by a landscape architect.
- Remove litter and debris regularly.
- All vehicular or equipment is prohibited from driving onto or across basin, except when maintenance is being completed. Pedestrian traffic is prohibited from crossing basin except when providing maintenance.
- Snow shall not be dumped directly onto the infiltration surface.

#### **Drainage Swale**

- The Swale shall be mowed a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed.
- No plantings or structures of any kind are permitted within the grass swale, without prior written approval of the City Engineer.
- Inspect and record status of components of drainage swale including vegetation growth and siltation.
- Repair areas of swale showing signs of erosion.
- Remove trash and other debris regularly.
- Remove sediment when visible or if standing water exists for 24 hours after a rainfall/runoff event. After sediment removal, repair any damaged or eroded areas by filling with topsoil, reseeding and matting to reestablish vegetation.
- Repairs must restore the practice to the approved plan design.

### **Storm Sewer, Inlets, and Riprap**

- Visual inspection of components shall be performed, and debris removed from inlets and storm sewer manholes.
- Repair inlet/outlet areas that are damaged or show signs of erosion.
- Riprap shall be replaced as necessary.
- Repairs must restore the component to the specifications of the original plan.
- Accumulated sediment shall be removed from inlet sumps once the sump depth reaches one foot in depth.
- Accumulated sediment removed from the sump shall be disposed of in accordance with Wisconsin Department of Natural Resources regulation.

c. The Responsible Party shall make the appropriate repairs whenever the performance of a storm water management practice or component is compromised due to sediment or debris.

### **6. Regulations.**

- a. Mowing in buffer areas, pond banks and drainage ways shall be minimized to the greatest extent possible in order to maximize filtration of runoff. If occasional mowing is necessary, the mowing height shall be no shorter than six inches.
- b. Applications of fertilizers, herbicides, pesticide or other chemical applications are prohibited in buffer areas, on pond banks and along drainage ways, unless specifically authorized by the City Engineer on an individual event basis, and provided that the application is performed by professional personnel certified for that purpose.
- c. Snow shall not be dumped directly onto conditioned planting beds designed for infiltration or for bioretention, or on sites designated as buffer areas.

### **7. Maintenance Of Inspection Records and Reporting.**

- a. The Responsible Party shall maintain records of the results of all site inspections and any enforcement actions, correction actions or other documented contacts and any follow-up actions taken by or at the direction of Responsible Party for seven years after such action.
- b. The Responsible shall submit to the City Engineer periodic reports certifying that the storm water controls are functioning as designed. The reports shall conform to the following requirements. The reports shall be:
  - i. Submitted each of the first two years following completion of the construction of the storm water management system covered by this Agreement, and every even numbered year thereafter.
  - ii. Submitted in PDF format using the City's report template, or in other format approved by the City Engineer, as may be amended from time to time.
  - iii. Submitted by June 30 of each reporting year.
  - iv. Certified and sealed by a Professional Engineer or Professional Hydrologist.
- c. If failures are noted in any report, Responsible Party shall include with the report a plan and schedule for repair of the failed components of the storm water management system to its design condition, for review and approval by the City.
- d. The City Engineer shall maintain public records of the results of all City inspections of the site, shall inform The Responsible Party of the inspection results, and shall indicate any specific corrective actions required to bring the storm water management practice or component into accordance with this Agreement.

8. **Default by Responsible Party.** In the event that the City determines that Responsible Party has failed to comply with any of the responsibilities as set forth in this Agreement, the City shall give written notice to Responsible Party identifying any said default and requiring compliance within five working days of receipt of the notice or such longer period of time as specified by the City in the notice. In the event Responsible Party fails to complete any actions required to remedy the default within said five day period, unless extended by the City in writing, Owner consents that City may enter the Property on which private storm water management systems and practices are located, correct the default and charge the cost of such corrective action to Owner. If Owner fails to pay for said costs of corrective action then City shall be entitled to place the cost of the corrective action on the tax roll for Owner's Property as a special charge pursuant to Wis. Stats. § 66.0627.

9. Severability. All provisions of this Agreement are severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.
10. Binding Agreement. All provisions of this Agreement, including the benefits and burdens hereunder, run with the Property and are binding upon and inure to the benefit of the parties hereto and their successors and assigns.
11. Amendment; Termination. This Agreement may be amended or terminated by a document signed by the Responsible Party and the City.
12. Requirement to Record. This Agreement and any subsequent amendments thereto shall be recorded at the Dane County Register of Deeds.
13. Governing Law. This Agreement at all times shall be enforced in accordance with the laws of the State of Wisconsin.
14. Assignment. A Responsible Party's obligations may not be assigned to another party without the prior written consent of City except that such consent is not required when a Responsible Party as property owner transfers fee simple title to a buyer who will assume the maintenance responsibilities of the owner / responsible party. In either case, the Owner, or alternatively the Responsible Party acting on behalf of the Owner, shall notify the City in writing of the name and contact information of any new Responsible Party.
15. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Office of the Public Works Department  
City of Middleton  
ATTN: Director of Public Works  
7426 Hubbard Ave.  
Middleton, WI 53562  
608-821-8370

FOR THE OWNER:

High Road Development Company, Inc.  
ATTN: Jeffrey A Jaschinski  
6840 Schneider Road  
Middleton, WI 53562  
608-836-9601

DRAFTED BY:

Kate Meagher, E.I.T.  
Wyser Engineering, LLC  
300 E Front St.  
Mount Horeb, WI, 53572

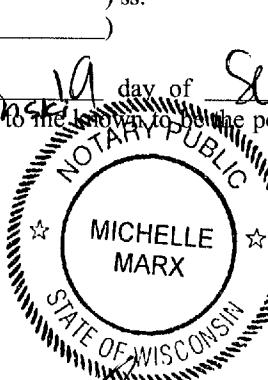
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**FOR THE OWNER:**

By: Jeffrey A. Jaschinski  
Name: Jeffrey A. Jaschinski  
Title: CFO  
Date: 09/19/2023

STATE OF WISCONSIN )  
COUNTY OF Dane ) ss.

Personally came before me this 19 day of September, 2023, the above-named Jeffrey A. Jaschinski, to me known to be the person who executed the foregoing and acknowledged the same.



Michelle Marx  
Notary Public, State of Wisconsin  
Print Name Michelle Marx  
My Commission: 9/18/2025

By: Emily Kuhn  
Name: Emily Kuhn

Title: Mayor  
Date: 9/19/23

**CITY OF MIDDLETON**  
By: Lorie J. Burns  
Name: Lorie J. Burns

Title: City Clerk  
Date: 9/19/23

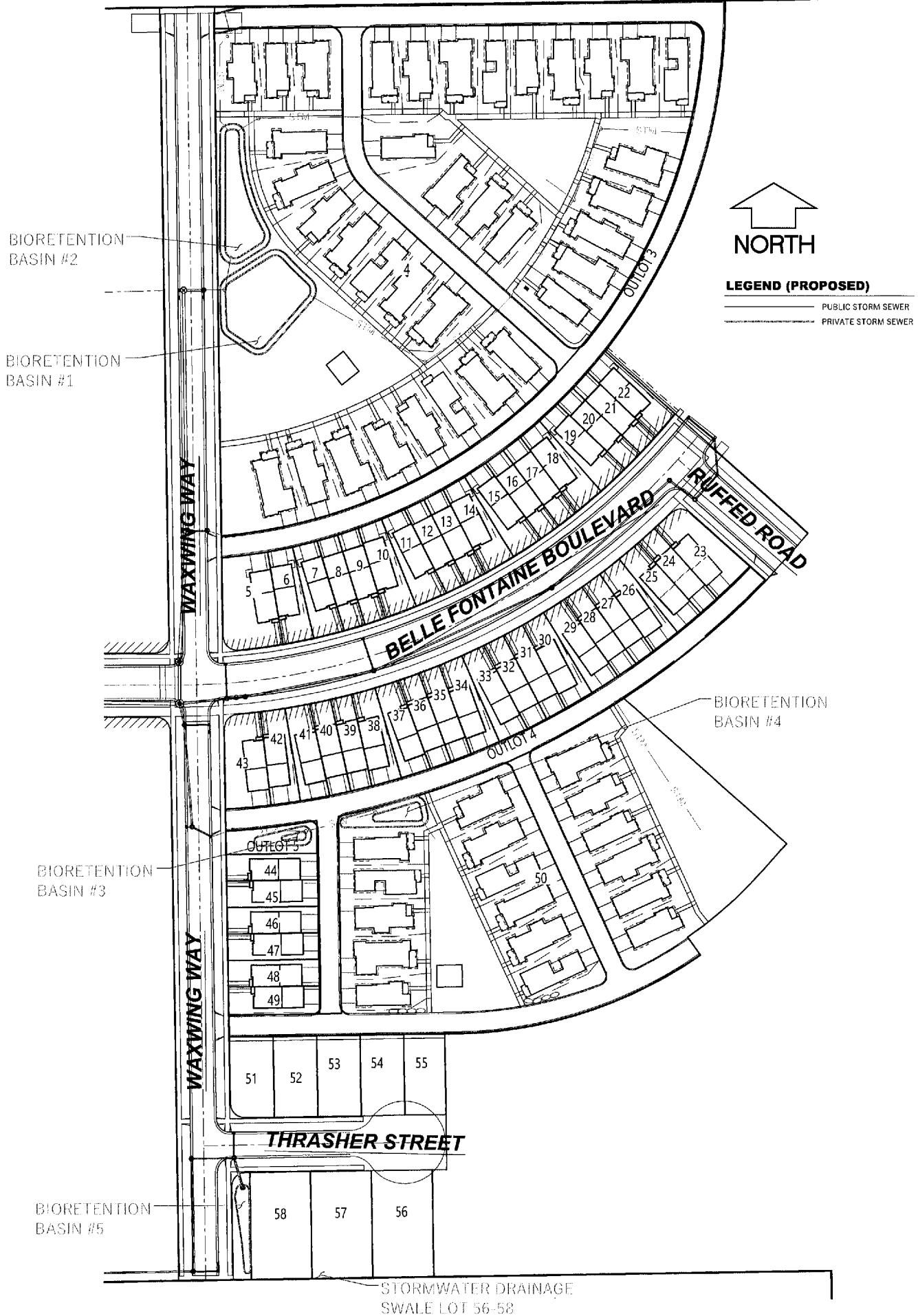
STATE OF WISCONSIN )  
COUNTY OF Dane ) ss.

Personally came before me this 19 day of September, 2023, the above-named Emily Kuhn and Lorie J. Burns, to me known to be the persons who executed the foregoing and acknowledged the same.



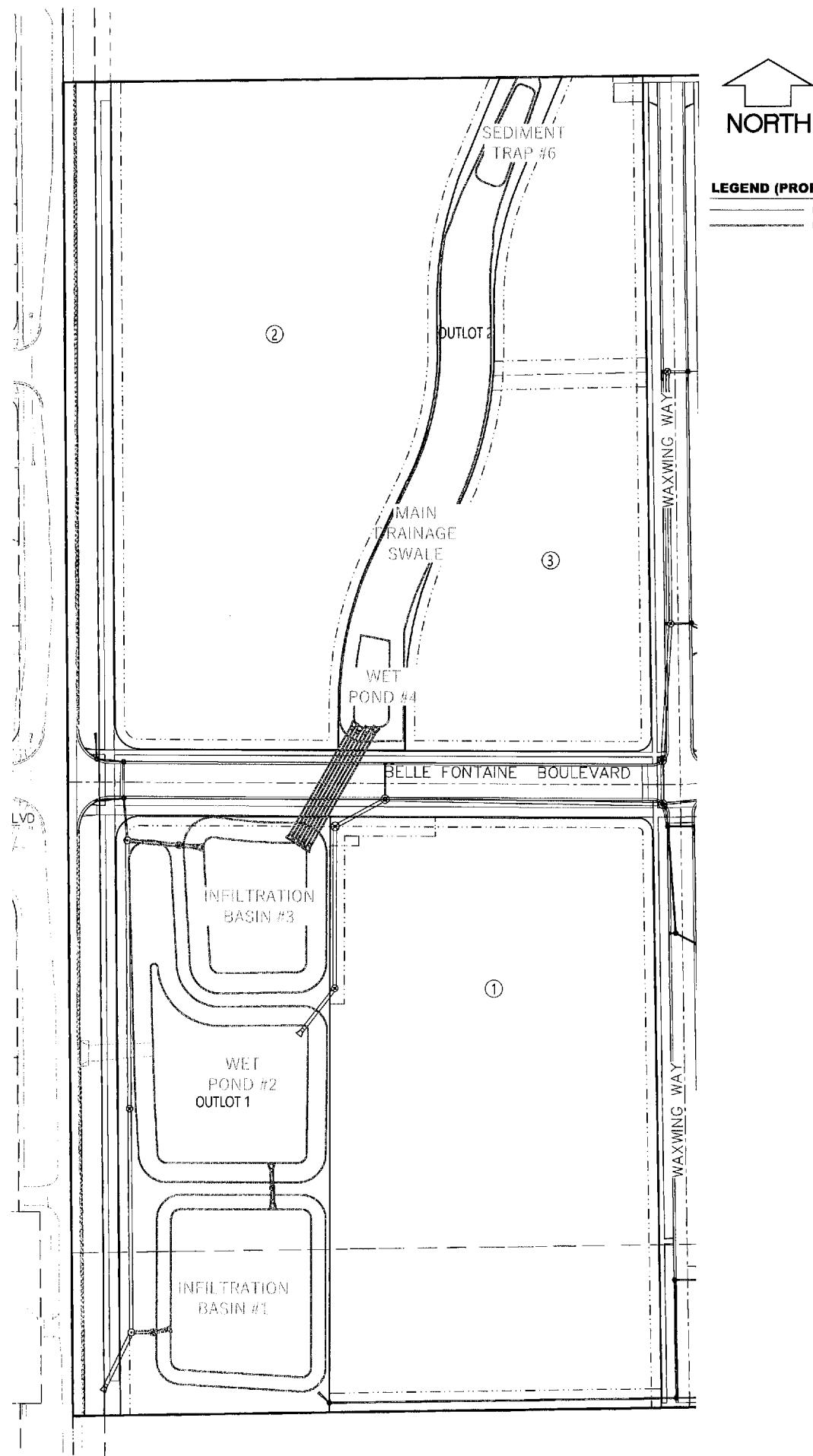
Michelle Marx  
Notary Public, State of Wisconsin  
Print Name Michelle Marx  
My Commission: 9/18/2025

EXHIBIT A



Be advised that the illustration on this page cannot be reproduced clearly when scanned.

EXHIBIT A



Be advised that the illustration on  
this page cannot be reproduced  
clearly when scanned.

Redtail Ridge Master HOA Budget - Annual

Full Occupancy Budget

Last updated

11/4/2023

Number of units

452 66 36 22 108 126 30 840

Recap	Redtail Ridge			Calliope			Canna Lily			Single			Single			Single			
	Townhomes		Owners	Redtail Ridge		Redtail Ridge		Family Home		Lots -		Family Home		Family Home					
	Middleton		Valley Lots 1,	Association, Condominium		Condominium		Carriage		Lots - Manor		Lots - Estate							
	2 and 3		Inc. (Redtail	Association		Association,		Houses		Houses		Houses							
(Middleton		Ridge	Valley Lots)	(Calliope		Inc. (Canna		(Carriage		(Manor		(Estate							
Valley Lots)		Townhomes)	Cottages)	Lily Cottages)		Houses)		Houses)		Houses)		Houses)		Total Income		Budgeted			
														Expenses		Variance			
Insurance	\$ 1,955.54	\$ 739.21	\$ 790.33	\$ 400.00	\$ 1,625.43	\$ 3,483.96	\$ 976.52	\$ 9,970.99	\$ 9,971.00	\$ (0.01)									
Stormwater annual Maintenance	\$ 2,793.58	\$ 1,056.00	\$ 1,129.02	\$ 571.43	\$ 2,322.00	\$ 4,977.00	\$ 1,395.00	\$ 14,244.03	\$ 14,244.03	\$ -									
Stormwater Reserves	\$ 3,724.77	\$ 1,408.00	\$ 1,505.36	\$ 761.90	\$ 3,095.99	\$ 6,635.99	\$ 1,860.00	\$ 18,992.01	\$ 18,992.00	\$ 0.01									
Outlot Landscaping	\$ 2,067.33	\$ 781.47	\$ 835.51	\$ 422.87	\$ 1,718.35	\$ 3,683.13	\$ 1,032.34	\$ 10,541.00	\$ 10,541.00	\$ -									
Outlot Real Estate Taxes	\$ 1,676.07	\$ 633.57	\$ 677.38	\$ 342.84	\$ 1,393.13	\$ 2,986.05	\$ 836.96	\$ 8,546.00	\$ 8,546.00	\$ -									
Private Road Snow Plowing	\$ -	\$ 43,288.57	\$ 25,819.80	\$ 17,594.30	\$ 6,708.46	\$ -	\$ -	\$ 93,411.13	\$ 93,411.13	\$ -									
Private Road Maintenance	\$ -	\$ 321.26	\$ 541.33	\$ 741.52	\$ 1,058.00	\$ -	\$ -	\$ 2,662.11	\$ 2,662.11	\$ -									
Monument Sign	\$ -	\$ 255.84	\$ 139.55	\$ 85.28	\$ 418.64	\$ 488.41	\$ 116.29	\$ 1,504.01	\$ 1,504.00	\$ 0.01									
Accounting Fees	\$ 588.37	\$ 222.41	\$ 237.79	\$ 120.35	\$ 489.05	\$ 1,048.23	\$ 293.81	\$ 3,000.01	\$ 3,000.00	\$ 0.01									
Bank Charges	\$ 19.61	\$ 7.41	\$ 7.93	\$ 4.01	\$ 16.30	\$ 34.94	\$ 9.79	\$ 99.99	\$ 100.00	\$ (0.01)									
Legal Services	\$ 588.37	\$ 222.41	\$ 237.79	\$ 120.35	\$ 489.05	\$ 1,048.23	\$ 293.81	\$ 3,000.01	\$ 3,000.00	\$ 0.01									
Office Supplies	\$ 78.45	\$ 29.65	\$ 31.71	\$ 16.05	\$ 65.21	\$ 139.76	\$ 39.17	\$ 400.00	\$ 400.00	\$ -									
Electric (monument sign)	\$ -	\$ 255.84	\$ 139.55	\$ 85.28	\$ 418.64	\$ 488.41	\$ 116.29	\$ 1,504.01	\$ 1,504.00	\$ 0.01									
Mailbox System Maintenance	\$ -	\$ 255.84	\$ 139.55	\$ 85.28	\$ 418.64	\$ 488.41	\$ 116.29	\$ 1,504.01	\$ 1,504.00	\$ 0.01									
Management fee	\$ 3,322.00	\$ 1,256.00	\$ 1,343.00	\$ 679.00	\$ 2,761.00	\$ 5,918.00	\$ 1,659.00	\$ 16,938.00	\$ 16,938.00	\$ -									
Total	\$ 16,814.09	\$ 50,733.48	\$ 33,575.60	\$ 22,030.46	\$ 22,997.89	\$ 31,420.52	\$ 8,745.27	\$ 186,317.31	\$ 186,317.27	\$ 0.04									

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

**REDTAIL RIDGE**

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF REDTAIL RIDGE**

DOCUMENT #  
5979034  
08/08/2024 12:56 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 6

Drafted by and Return Address:

Robert C. Procter  
Axley Brynelson, LLP  
P.O. Box 1767  
Madison, WI 53701-1767

**See Exhibit A**

---

Parcel Identification Numbers

High Road Development Company, Inc. ("Developer") makes this Second Amendment (the "Second Amendment") to the Declaration of Covenants, Conditions, and Restrictions for the Plat of Redtail Ridge (the "Declaration").

**RECITALS:**

A. The Developer recorded the Declaration in the Dane County Register of Deeds Office on October 11, 2023, as Document Number 5928467, as amended by the First Amendment to the Declaration, Document No. 5934681.

B. The Developer caused certain lands in the City of Middleton to be subjected to the Declaration, which lands are legally described as:

LOTS 1-58 AND OUTLOTS 1-6, PLAT OF REDTAIL RIDGE, RECORDED IN THE OFFICE OF THE DANE COUNTY REGISTER OF DEEDS, RECEIVED FOR RECORDING OCTOBER 9, 2023, AS DOCUMENT NUMBER 5928058, IN VOLUME 61-096B OF PLATS, ON PAGES 571-575.

C. The Developer desires to expand the Development by adding a portion of the Future Phases Land pursuant to Section 13.1 of the Declaration, which lands are legally described as:

LOTS 59-172 AND OUTLOTS 9-18, THE PLAT OF REDTAIL RIDGE—1<sup>ST</sup> ADDITION RECORDED IN THE OFFICE OF THE DANE COUNTY REGISTER OF DEEDS, RECEIVED FOR RECORDING AUGUST 8<sup>th</sup>, 2024, AS DOCUMENT NUMBER 5979033, IN VOLUME 62-014A OF PLATS, ON PAGES 71 - 73 (the "Expansion Lots").

D. Section 14.1(b) of the Declaration provides that until the Developer no longer holds any interest of record in any property comprising the Development or Future Phases Land, the Declaration may be amended by recording a written instrument executed by or on behalf of the Developer.

E. Developer is the fee simple owner of the Expansion Lots.

F. Developer desires to amend the Declaration as set forth below.

AMENDMENT:

NOW, THEREFORE, the undersigned Developer hereby amends the Declaration as follows.

1. Recitals. The Recitals are incorporated into and made part of this Second Amendment.

2. Definitions. All capitalized words or phrases not defined in this Second Amendment shall have the definitions specified in the Declaration.

3. Future Phases Land. The definition of "Future Phases Land" specified in Section 2.15 of the Declaration is amended as follows: "'Future Phases Land' means Outlot 8, Plat of Redtail Ridge—1<sup>st</sup> Addition."

4. Expansion Lots. The Expansion Lots are hereby made part of the Development and subject to the covenants, conditions, and restrictions specified in the Declaration, which shall encumber the Expansion Lots and bind the owner of any interest in each Lot.

a. Lots 74 through 172 are Single-family Home Lots.

b. Lots 59 through 73 are Townhomes Lots.

5. Deep Sewer Connection. Notice is hereby given that Lots 59-73, 74-77, 84-91, 94-107, 142-148, 152-156, 169, and 170 are connected to a sanitary sewer deeper than 15 feet. Due to the depth of the sanitary sewer, the cost to maintain, repair, and replace the sanitary lateral (privately owned to the connection at the sanitary sewer main) may be more than is customary. You should consult with a licensed plumbing contractor for a precise cost estimate before proceeding with your purchase.

6. Lowest Floor Elevation. The following Lots are restricted to a minimum lowest opening elevation, based on the North American Vertical Datum of 1988 (12b) Adjustment (NAVD88). No building opening may be constructed below the following minimums:

LOTS	ELEVATION
Lots 82 and 83	940.00'
Lot 159	923.00'
Lots 160-163	925.50'
Lots 165-166	924.75'

**[THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**EXECUTION PAGE FOR THE  
SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR THE PLAT OF RETAIL RIDGE.**

Executed in Dane County, Wisconsin on August 5, 2024.

## **HIGH ROAD DEVELOPMENT COMPANY, INC.**

By: Jeffrey A. Jaschinski  
Jeffrey A. Jaschinski, Chief Financial Officer

## ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

This instrument was acknowledged before me on August 5, 2023, by Jeffrey A. Jaschinski, the President of High Road Development Company, Inc.

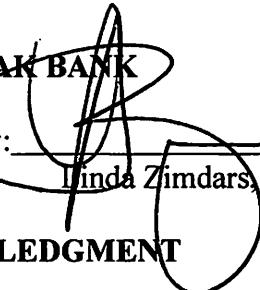


Jubilee A. Krump  
Notary Public, State of Wisconsin  
My commission expires: July 11, 2028

## CONSENT OF MORTGAGEE

The undersigned certifies that it is the mortgage holder encumbering the Property subject to the Declaration, as amended. The undersigned hereby joins and consents to the Second Amendment to the Declaration of Covenants, Conditions, and Restrictions.

Dated this 6<sup>th</sup> day of August 2024.

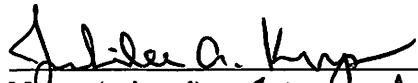
OAK BANK  
By:   
Linda Zimdars, Senior Vice President

### ACKNOWLEDGMENT

STATE OF WISCONSIN      )  
                                  ) ss.  
COUNTY OF DANE      )

This instrument was acknowledged before me August 6<sup>th</sup>, 2024 by Linda Zimdars,  
Senior Vice President of Oak Bank.



  
Name (printed): Jubilee A. Krump  
Notary Public, State of Wisconsin  
My commission: 07/11/2028

**EXHIBIT A**  
*Parcel Identification Numbers*

<b>LOT 1</b>	0808-363-2001-2	<b>LOT 22</b>	0808-363-2232-2	<b>LOT 43</b>	0808-363-2463-2
<b>LOT 2</b>	0808-363-2012-2	<b>LOT 23</b>	0808-363-2243-2	<b>LOT 44</b>	0808-363-2474-2
<b>LOT 3</b>	0808-363-2023-2	<b>LOT 24</b>	0808-363-2254-2	<b>LOT 45</b>	0808-363-2485-2
<b>LOT 4</b>	0808-363-2034-2	<b>LOT 25</b>	0808-363-2265-2	<b>LOT 46</b>	0808-363-2496-2
<b>LOT 5</b>	0808-363-2045-2	<b>LOT 26</b>	0808-363-2276-2	<b>LOT 47</b>	0808-363-2507-2
<b>LOT 6</b>	0808-363-2056-2	<b>LOT 27</b>	0808-363-2287-2	<b>LOT 48</b>	0808-363-2518-2
<b>LOT 7</b>	0808-363-2067-2	<b>LOT 28</b>	0808-363-2298-2	<b>LOT 49</b>	0808-363-2529-2
<b>LOT 8</b>	0808-363-2078-2	<b>LOT 29</b>	0808-363-2309-2	<b>LOT 50</b>	0808-363-2540-2
<b>LOT 9</b>	0808-363-2089-2	<b>LOT 30</b>	0808-363-2320-2	<b>LOT 51</b>	0808-363-2551-2
<b>LOT 10</b>	0808-363-2100-2	<b>LOT 31</b>	0808-363-2331-2	<b>LOT 52</b>	0808-363-2562-2
<b>LOT 11</b>	0808-363-2111-2	<b>LOT 32</b>	0808-363-2342-2	<b>LOT 53</b>	0808-363-2573-2
<b>LOT 12</b>	0808-363-2122-2	<b>LOT 33</b>	0808-363-2353-2	<b>LOT 54</b>	0808-363-2584-2
<b>LOT 13</b>	0808-363-2133-2	<b>LOT 34</b>	0808-363-2364-2	<b>LOT 55</b>	0808-363-2595-2
<b>LOT 14</b>	0808-363-2144-2	<b>LOT 35</b>	0808-363-2375-2	<b>LOT 56</b>	0808-363-2606-2
<b>LOT 15</b>	0808-363-2155-2	<b>LOT 36</b>	0808-363-2386-2	<b>LOT 57</b>	0808-363-2617-2
<b>LOT 16</b>	0808-363-2166-2	<b>LOT 37</b>	0808-363-2397-2	<b>LOT 58</b>	0808-363-2628-2
<b>LOT 17</b>	0808-363-2177-2	<b>LOT 38</b>	0808-363-2408-2	<b>OUTLOT 1</b>	0808-363-2639-2
<b>LOT 18</b>	0808-363-2188-2	<b>LOT 39</b>	0808-363-2419-2	<b>OUTLOT 2</b>	0808-363-2650-2
<b>LOT 19</b>	0808-363-2199-2	<b>LOT 40</b>	0808-363-2430-2	<b>OUTLOT 3</b>	0808-363-2661-2
<b>LOT 20</b>	0808-363-2210-2	<b>LOT 41</b>	0808-363-2441-2	<b>OUTLOT 4</b>	0808-363-2672-2
<b>LOT 21</b>	0808-363-2221-2	<b>LOT 42</b>	0808-363-2452-2	<b>OUTLOT 5</b>	0808-363-2683-2
<b>LOTS 59-172 and OUTLOTS 9-18</b>		Part of 0808-363-2705-2		<b>OUTLOT 6</b>	0808-363-2694-2

Redtail Ridge Master HOA Budget - Annual	Annual Increases:			2025	0.00%
Full Occupancy Budget				2026	4.00%
Last updated	11/24/2025				
Number of units	452	66	36	22	108
					126
					30
					840

Recap	Redtail Ridge Townhomes	Calliope	Canna Lily	Single	Single	Single	Total Income	Budgeted Expenses
		Owners Association, Inc. (Redtail (Middleton Valley Lots)	Redtail Ridge Condominium Association (Calliope Cottages)	Redtail Ridge Condominium Association, (Canna Lily Cottages)	Family Home Lots - Carriage Houses	Family Home Lots - Manor Houses		
Insurance	\$ 1,955.54	\$ 739.21	\$ 790.33	\$ 400.00	\$ 1,625.43	\$ 3,483.96	\$ 976.52	\$ 9,970.99
Stormwater annual Maintenance	\$ 2,793.58	\$ 1,056.00	\$ 1,129.02	\$ 571.43	\$ 2,322.00	\$ 4,977.00	\$ 1,395.00	\$ 14,244.03
Stormwater Reserves	\$ 3,724.77	\$ 1,408.00	\$ 1,505.36	\$ 761.90	\$ 3,095.99	\$ 6,635.99	\$ 1,860.00	\$ 18,992.01
Outlot Landscaping	\$ 2,067.33	\$ 781.47	\$ 835.51	\$ 422.87	\$ 1,718.35	\$ 3,683.13	\$ 1,032.34	\$ 10,541.00
Outlot Real Estate Taxes	\$ 1,676.07	\$ 633.57	\$ 677.38	\$ 342.84	\$ 1,393.13	\$ 2,986.05	\$ 836.96	\$ 8,546.00
Private Road Snow Plowing	\$ -	\$ 43,288.57	\$ 25,819.80	\$ 17,594.30	\$ 6,708.46	\$ -	\$ -	\$ 93,411.13
Private Road Maintenance	\$ -	\$ 321.26	\$ 541.33	\$ 741.52	\$ 1,058.00	\$ -	\$ -	\$ 2,662.11
Monument Sign	\$ -	\$ 255.84	\$ 139.55	\$ 85.28	\$ 418.64	\$ 488.41	\$ 116.29	\$ 1,504.01
Accounting Fees	\$ 588.37	\$ 222.41	\$ 237.79	\$ 120.35	\$ 489.05	\$ 1,048.23	\$ 293.81	\$ 3,000.01
Bank Charges	\$ 19.61	\$ 7.41	\$ 7.93	\$ 4.01	\$ 16.30	\$ 34.94	\$ 9.79	\$ 99.99
Legal Services	\$ 588.37	\$ 222.41	\$ 237.79	\$ 120.35	\$ 489.05	\$ 1,048.23	\$ 293.81	\$ 3,000.01
Office Supplies	\$ 78.45	\$ 29.65	\$ 31.71	\$ 16.05	\$ 65.21	\$ 139.76	\$ 39.17	\$ 400.00
Electric (monument sign)	\$ -	\$ 255.84	\$ 139.55	\$ 85.28	\$ 418.64	\$ 488.41	\$ 116.29	\$ 1,504.01
Mailbox System Maintenance	\$ -	\$ 255.84	\$ 139.55	\$ 85.28	\$ 418.64	\$ 488.41	\$ 116.29	\$ 1,504.01
Management fee	\$ 3,322.00	\$ 1,256.00	\$ 1,343.00	\$ 679.00	\$ 2,761.00	\$ 5,918.00	\$ 1,659.00	\$ 16,938.00
Total	\$ 16,814.09	\$ 50,733.48	\$ 33,575.60	\$ 22,030.46	\$ 22,997.89	\$ 31,420.52	\$ 8,745.27	\$ 186,317.31
Increase for 2026	\$ 672.91	\$ 2,029.52	\$ 1,343.40	\$ 881.54	\$ 920.11	\$ 1,256.48	\$ 349.73	\$ 7,453.69
Fee for 2026	\$ 17,487.00	\$ 52,763.00	\$ 34,919.00	\$ 22,912.00	\$ 23,918.00	\$ 32,677.00	\$ 9,095.00	\$ 193,771.00
Per member/month	\$ 1,457.25	\$ 4,396.92	\$ 2,909.92	\$ 1,909.33				
Payable by Middleton Valley lots	\$ 1,401.17							
Payable by High Road Dev. Co.	\$ 56.08							
Per unit/month for 2026		\$ 64.06	\$ 77.72	\$ 83.45				
Per square foot/month	\$ 0.002608				\$ 215.00	\$ 250.00	\$ 300.00	
Per unit/year for 2024 and 2025					\$ 221.00	\$ 259.00	\$ 303.00	
Per unit/year for 2026								

Assessments began 6/1/2024 when the Kane Property Management contract became effective