

MOSAIC RIDGE

Declaration of Conditions, Covenants, and Restrictions

PART A – PREAMBLE AND ASSOCIATION MATTERS

Declaration made this ____ day of _____, 2011, by the Community Development Authority of the City of Madison, a Wisconsin redevelopment authority (hereinafter “**Declarant**”).

WHEREAS, Declarant is the owner of certain real property located in Dane County, Wisconsin and more-fully described in Exhibit A, attached hereto and incorporated herein by reference (“**Property**”), and desires to establish a planned development with housing units (the “**Development**”); and

WHEREAS, Declarant desires to provide for the maintenance and enhancement of property values, amenities (if any), environment, and opportunities in the Development, and for the preservation of the properties and improvements thereon, as well as for the preservation of the Development’s distinctive style, and to limit or prevent the erection, or maintenance of poorly designed or constructed improvements; and

WHEREAS, the Declarant desires to subject the Property, to the Covenants set forth herein, all of which are for the benefit of the Property and each Lot Owner thereof and are binding on all successors in interest and any subsequent owner of an interest in any part of the Property, ; and

WHEREAS, Declarant deems it desirable for efficient maintenance and preservation of the property values of the Development to create a homeowners’ association which will be delegated and assigned the powers of owning, maintaining, and administering the Association and common expenses, and administering and with the concurrent authority of any Lot Owner enforcing the Covenants set forth herein or subsequently created or established, and promoting the health, welfare, and recreation of the Development’s residents; and

WHEREAS, Declarant has incorporated the Mosaic Ridge Homeowners’ Association, Inc., a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the “**Association**”); and

NOW, THEREFORE, the Declarant declares that the Property described in Exhibit A will and shall be used, held, sold, and conveyed subject to the Covenants set forth herein, which shall inure to the benefit of and encumber the Property and each Lot thereof, and run with the

land, and shall bind the successors in interest, any Lot Owner thereof, and the Lot Owner of any interest therein.

A-1 Definitions

A) “Association” means: the Mosaic Ridge Homeowners’ Association, Inc., and its successors and assigns.

B) “Covenant(s)” means: the covenants, conditions, restrictions, reservations, easements, charges, and liens set forth herein and which may be provided for from time-to-time in amendments, modifications, or additions to this Declaration.

C) “Declarant” means: the Community Development Authority of the City of Madison, a Wisconsin redevelopment authority, or its successor and assigns.

D) “Property” or “Properties” means: with respect to the lands described ~~on~~ Exhibit Exhibit “A,” now owned by Declarant, but which Declarant in the future intends to convey to purchasers of Lots who by virtue of owning a Lot become members of the Association. The term “Lot” shall be synonymous with the term Property.

E) “Owner” or “Lot Owner” means: the record owner, whether one or more persons or entities, of the fee simple title to any of the Lots described in Exhibit A. A purchaser of any Lot by land contract shall be referred to as the “Lot Owner” to the exclusion of the land contract vendor.

F) “Occupant” means: the occupant of any of the Lot who shall either be an Owner or a tenant who holds a written lease having an initial term of twelve (12)-months or more.

G) “Rules” means: the document containing the resolutions setting forth the rules, regulations, and policies established and adopted initially by the Declarant and as the same may be from time to time adopted, recorded, and/or amended by the Association.

A-2) Membership and Voting Rights

A) Members. Prior to the recording hereof, Declarant has incorporated the Association. Each Lot Owner shall automatically become a member of the Association. By acceptance of the deed or other instrument of conveyance, every Lot Owner(s) irrevocably consents to and accepts such Lot Owner’s membership in the Association and membership in the Association is appurtenant to each Lot. Each Lot Owner shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be members of the Association. Membership

shall commence and terminate with ownership. The Association shall have Class A and Class B members as set forth in the Association's Bylaws.

B) Voting Rights

1) Each Class A member shall be entitled to one vote for each Lot owned except as set forth in A-2(B)(2) below. The voting rights of the Class B member are set forth in the Association's Bylaws.

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

C) **Proxies.** Any member may vote by proxy. All proxies shall be in writing and signed by all of the Lot Owner(s).

D) **Articles of Incorporation and By-Laws.** The purposes and powers of the Association and the rights and obligations with respect to the members thereof, shall be governed by the Association's Articles of Incorporation and By-Laws; provided, however, that such Articles of Incorporation and By-Laws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration. In the event of any conflict regarding the terms and conditions of: (a) between this Declaration and the Articles of Incorporation, By-Laws, or Rules adopted by the Association, this Declaration shall control; (b) between the Articles of Incorporation and the By-Laws or Rules adopted by the Association, the Articles of Incorporation shall control; (c) between the By-Laws and any Rules adopted by the Association, the By-Laws shall control.

E) **Duties of Association.** The Association, subject to the rights of Lot Owners set forth in this Declaration, shall be responsible for enforcing this Declaration and for the exclusive management and control of the ~~the Association including~~ Association including, but not limited to common expenses of the Association.

F) **First Year's Operating Expenses.** Until such time as the first Lot is sold, the Declarant shall pay to the Association an amount equal to the estimated operating expenses of the Association for a period of one (1) year, less assessments on Lots owned by Declarant actually paid to the Association for the one (1) year period of time. Such payment may be made in a lump sum or in quarterly installments, at Declarant's option. Prior to the sale of the first Lot the, Declarant shall be solely responsible for payment of all maintenance expenses.

A-3) Association Expenses and Assessments

A) Any and all expenses incurred by the Association, in connection with the management and administration of the Association shall be deemed to be common expenses ("Common Expenses"), including, without limitation, expenses incurred for: common expenses; municipal utility services, if any; enforcement of this Declaration, the Association's Articles of Incorporation, By-Laws, and Rules (including reasonable attorneys' fees, costs, and expenses) and the cost of any maintenance and management contracts or salaries and wages, as applicable.

B) On or before the end of January of each calendar year, the Association shall levy annual, general assessments ("General Assessments") for the current calendar year against each Lot for the purpose of maintaining a reserve fund for Common Expenses. The General Assessments shall be sufficient to raise an amount which, in the reasonable judgment of the Association, may be required during the current calendar year and reserves if deemed reasonable by the Association shall be divided and levied according to each Lot's Percentage Interests. General Assessments shall be due on or before March 1st in each calendar year or in such other manner as the Association may set forth in the By-Laws. Any General Assessment not paid when due shall bear interest at a rate of ten percent (10%) from the due date until paid in full and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed. All common surpluses and reserves unexpended at the end of a calendar year shall be retained by the Association for common expenses for the next succeeding calendar year.

C) The Association, may, whenever necessary or appropriate, levy special assessments ("Special Assessments") against the Lots for deficiencies in the case of destruction or condemnation, unanticipated expenses or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Development. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest at a rate of ten percent (10%) until paid, together with the interest, collection costs, and reasonable attorneys' fees, and shall constitute a lien on the Lot on which it is assessed.

D) The Association shall have the right to collect all General and Special Assessments and until paid such sums shall constitute a lien on such Lot. The Lot Owner(s) shall be personally obligated to pay such charges which were assessed or accrued upon the Lot owned during his or her period of ownership. The Association may commence an action against any Lot Owner personally obligated to pay the charges and/or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent that statute is applicable. Any lien in favor of the Association securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

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

F) Joint and Several Liability of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments due and payable by the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled, within five (5) business days of a written request, to a statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Declaration in excess of the amount set forth in such statement.

PART B – CONDITIONS, COVENANTS AND RESTRICTIONS

B-1) Fully-Protected Residential Area. The following provisions in this Part B shall apply to the Property , as described in Exhibit A be subjected to this Declaration, as the same may be amended from time to time, by Declarant in the sole exercise of Declarant's discretion. As used in this Part B, the term "Property," shall mean the Lots described in Exhibit A.

B-2) Land Use and Building Type. The Lots shall be used solely for single-family-residential purposes, including gardens. "Single-family residential purposes" is defined to include persons related by birth, marriage, or adoption, plus no more than one (1)-unrelated person. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single-family dwelling unit or, depending on the Lot (as determined by applicable City of Madison zoning ordinances and the Specific Implementation Plan respecting the Property), a two-family dwelling unit. The size of a dwelling unit to be constructed on specific Lots shall be a size to be established pursuant to the Architecture & Landscape Guidelines attached hereto as Exhibit B ("AL Guidelines") and more fully described in Section C-3 herein. Each Lot and all Lot Owners are subject to the use restrictions established by the zoning of the Property and the applicable zoning text at the time of the recording of this Declaration are attached hereto as Exhibit ___ and incorporated herein by reference. The Declarant and the Association reserve the right to establish Rules permitting, restricting, or prohibiting certain business activities not otherwise permitted by applicable zoning of the Property. The foregoing restrictions as to use shall not be construed in a manner to prohibit a Lot Owner from: maintaining his or her professional library within the dwelling unit; keeping his

or her personal, business, or professional records within the dwelling unit; handling his or her personal business records within the dwelling unit; or handling his or her personal business or professional telephone calls, electronic mail, or written correspondence within the dwelling unit.

B-3) Architectural Control. No building shall be erected, placed, or altered on any Lot until the construction documents have been approved by a majority of the Architectural Review Committee (“ARC”) pursuant to the construction design review process set forth in the AL Guidelines.

B-4) Dwellings and Landscaping. The landscaping shall comply with the AL Guidelines and are subject to the review and approval of the ARC. The structures, landscaping, and site improvements such as driveways shall be completed in accordance with the construction documents approved by the ARC within nine (9) months after issuance of a building permit. No outbuilding or accessory building of any nature other than those approved by the ARC in accordance with the AL Guidelines shall be erected on any Lot. No above-ground swimming pools shall be permitted. All Lot areas shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every 14 days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Lot Owner and shall include, but not be limited to, watering, pruning, and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying, and/or diseased trees and shrubs, prompt removal of weeds, trash, and debris from plant beds and areas adjacent to shrubs and trees in order to keep all landscaping in a healthy, attractive, and neat condition.

If a Lot Owner, after reasonable, written notice of not less than seven (7)-days from the Association, fails or refuses to install landscaping as set forth in the construction documents approved by the ARC, or maintain landscaping as required by this Declaration, the ARC, through its duly authorized agents or employees, shall have the right to enter upon such Lot at reasonable hours to perform such landscaping and/or maintenance. The costs of the materials and labor to perform such work shall be assessed against the Lot and the Lot Owner(s) in accordance with the terms of Part A, paragraph (4), above, which assessment may be foreclosed or collected in accordance with the terms hereof.

B-5) Vehicle and/or Equipment Storage. No inoperable, dilapidated, ~~or, or~~ junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration “**Equipment**”), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns.

B-6) Easements/Drainage. No structure, planting, or other materials shall be placed or permitted to remain within the boundary of any recorded easement which may damage or interfere with the installation and maintenance of utilities, or which may change the direction

of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels within the boundary of the easement. The easement boundary of each Lot and all improvements within such boundary shall be continuously maintained by the Lot Owner, except for those improvements for which a public authority or utility company is responsible. No drainage swale shall be graded or obstructed so as to impede the flow of water from another Lot through such swale. Any disputes relating to drainage swales, drainage, or other surface water issues, shall be resolved by the Association, which may solicit advice of the City Engineer or the City of Madison.

B-7) Nuisances. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any neighbor or the neighborhood or which may have a detrimental effect on the value of another Lot and/or improvements.

B-8) Temporary Structures. No structure or temporary structure, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be built or located on any Lot at any time for use as a residence, either temporarily or permanently.

B-9) Signs. No sign of any kind shall be displayed to the public view on any Lot except, one professional sign of not more than two (2) square feet, one sign of not more than six (6) square feet advertising the property for sale or rent or signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period to identify the subdivision and/or its Declarant. Any signs must comply with the City of Madison's Sign Control Ordinances, Ch. 31, Madison General Ordinances. Any limitations on signs shall not be construed to conflict with signs permitted by Federal or Wisconsin law.

B-10) Animals. Except for the raising of chickens as allowed by City of Madison ordinance, no animals or livestock of any kind shall be raised, bred, or kept on any Lot, except that a maximum of two (2) dogs and/or cats, and other household pets (excluding fish and properly caged birds) ~~may~~ may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No animal enclosure, house, pen, or fences or similar device shall be placed on any Lot without the express, prior written approval of the ARC.

B-11) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall only be kept in sanitary containers designed for such purposes. No incinerators shall be permitted. Other equipment for the storage or disposal of rubbish and refuse shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any neighboring Lot or any Outlot.

B-12) Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property

lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-13) Fences. No fences shall be constructed without the express, prior written approval of the ARC and shall comply with any requirements for fences set out in the AL Guidelines.

B-14) Outbuildings. No outbuildings shall be constructed without the express, prior written approval of the ARC and shall comply with the requirements for outbuildings set out in the AL Guidelines.

B-15) Antennae/Wind Powered Electric Generators. No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot without prior written approval of the ARC. The foregoing prohibitions do not apply to any Federal or State laws allowing any such devices or prescribing size limitations.

B-16) Firewood Storage. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed on a non-street side yard and screened from street view by plantings or a fence as required by the express, prior written approval of the ARC.

B-17) Solar Collectors. No active solar collector or apparatus may be installed on any Lot except with the express, prior written approval of the ARC which shall consider the aesthetic and sun reflection effects on neighboring Lots and structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

B-18) Lighting. Exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the Occupants of adjacent Lots.

B-19) Mailboxes. Mailboxes serving homes in the neighborhood, whether individual or multi-gang shall be as determined and as provided by the Declarant at the Declarant's sole cost and expense, and shall be replaced if necessary, with a mailbox identical in all respects with that originally provided, at the sole cost and expense of the Lot Owner(s).

B-20) Notices to Owners. The following information is being put of record in order to give notice to all Lot Owners, mortgagees and other persons and entities having any interest in a Lot:

A) Portions of a Lot may be within an area adjacent to elevated ambient highway noise levels on account of the proximity of the Lot to adjoining highways and streets.

B) Portions of the Plat in which the Property is located have been approved for multi-family housing as more particularly described in the recorded Zoning Text referred to in Section D-5 below. By acceptance of a deed to a Lot, the Owners hereby accept such uses and waive any objections to any such uses as described in the Zoning Text.

PART C – ARCHITECTURAL REVIEW COMMITTEE

C-1) Membership. The ARC is composed of the following persons, who are also the initial Directors of the Association:

Kelly Thompson-Frater
Stuart Levitan
Gregg Shimanski

A majority of the ARC may designate a representative and delegate to the representative the authority to act for the ARC. In the event of the death or resignation of any member of the ARC, the remaining members shall have full authority to designate a successor.

The ARC appointed hereunder shall serve for the time period specified in paragraph C-8, below. Any ARC member may resign prior to such date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the ARC, then the remaining members of the ARC may appoint a replacement.

C-2) Architectural Control. No structure, whether a residence, accessory building, tennis court, swimming pool, antenna (whether located on a structure or on a Lot), flag pole, wall, landscaping or other improvements, including exterior colors and materials to be applied to such improvements, shall be placed, constructed, or maintained, on any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete plans, specifications and plot plans therefore shall have been submitted to and the express, prior written approval of the ARC is obtained. ARC approval shall also be required for the location of improvements with respect to topography and finish grade elevation. Such plans, specifications, and plot plans (collectively, “Plans”) shall show the exterior design, height, building materials, and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the Plans for required landscaping, and the grading plan. No submission of Plans will be complete and the thirty (30)-day time for review set forth in C-4 will not commence until all required documents have been submitted. A copy of the Plans as finally approved by the ARC shall be provided to the ARC.

C-3) Plan Review. The ARC shall review the Plans as to quality of workmanship and materials, compliance with the AL_[INLE1] Guidelines as defined below, harmony of external design with existing or proposed structures, and as to location with respect to topography and finish grade elevation. The Development will be the subject of a comprehensive, written set of design

guidelines titled Mosaic Ridge Architecture & Landscape Guidelines/ AL Guidelines. The AL Guidelines shall be available to Owners, builders, and others constructing improvements in the Development and are not subject to variance by the ARC or the Association without the express, prior written approval of the City of Madison's Urban Design Commission.

C-4) Procedure. Neither the members of the ARC nor its designated representative shall be entitled to any compensation for services performed in reviewing the initial Plans for a residential structure. Thereafter, the ARC may impose a "request for action" or "approval" fee not to exceed \$50.00 for each such request or approval. The ARC's approval or disapproval, as required herein, shall be in writing. In the event the ARC fails to approve or disapprove complete Plans within thirty (30) days after submission, deemed approved without any further action of the ARC. The ARC's refusal or suggestion of proposed changes to the Plans may be based on any grounds, including purely aesthetic reasons which the ARC in its sole discretion and exercise of good faith deems sufficient.

C-5) Records. Until such time as a replacement ARC is designated, all Plans shall be submitted to the ARC at the following address:

215 Martin Luther King Jr. Blvd.
Room 312
Madison, WI 53703
Attn: Executive Director of the CDA

C-6) ARC Liability. Neither the ARC nor any member thereof shall be liable for damages to any person submitting request for approval or to any Lot Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests. Without limiting the generality of the foregoing sentence, the ARC's review of Plans does not include any review of the structural soundness or adequacy of materials used in the actual construction of any buildings or improvements or of compliance with any applicable building codes, ordinances, statutes, or practices. It is the Lot Owner's sole and exclusive responsibility to assure compliance with any applicable City of Madison, State of Wisconsin, Dane County, Federal, or any other governmental body's statutes, rules, ordinances, building codes, setback requirements, or otherwise. Neither the Declarant, the ARC, the members of the ARC, the Association (including its Directors and Officers), or members of the Association are liable with respect to any such matters.

C-7) Variance. The ARC shall have the power and absolute discretion to authorize and grant a variance from any of the requirements of the Covenants and will exercise its approval authority and discretion in good faith. Subject to the express, prior written approval of the City of Madison's Urban Design Commission variances may be granted if [INLE2] the ARC also determines that the strict application thereof would, in its sole discretion and opinion, result in undue hardship to the Lot Owner or in the event the architecture of the proposed

improvement is determined to present a particularly pleasing appearance compatible with other houses in the development.

C-8) Successor to ARC. Declarant may turn over control of the ARC to the ~~the~~ Association at any time, and shall turn over control when Declarant no longer has any ownership interest in the Property. At such time as Declarant turns over control, the Association's Board of Directors shall designate not less than three (3) or more than five (5) members of the Association or other experienced or interested individuals (for example: City of Madison staff or CDA staff, board, or committee members) to serve and act as the ARC for all purposes hereunder.

C-9) Amendments to Design Guidelines. Notwithstanding the ARC's power to grant variances, no modification to or amendment of the Design Guidelines shall be effective until such modification or amendment has been approved by the City of Madison Urban Design Commission.

PART D – GENERAL PROVISIONS

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

D-2) Enforcement. The Association or any Lot Owner shall have the right to enforce by any proceedings at law or in equity all Covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorneys' fees, costs, and expenses. Failure to enforce any Covenant herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a Lot Owner's failure to comply with the terms and conditions of this Declaration the Association shall have the right to assess and collect from such Lot Owner a charge for such non-compliance equal to the greater of: (i) the actual damages suffered on account of the non-compliance, or (ii) the sum of \$100.00 per day for each day the non-compliance remains outstanding, plus (iii) all costs of collection and enforcement, including reasonable attorneys' fees. Each Lot Owner shall have standing to bring proceedings at law or in equity against any person(s) violating or attempting to violate any of the Covenants forth in this Declaration, and in any such proceeding the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

D-3) Severability. Invalidation of any one of these Covenants or any severable part of any Covenant, by judgment or court order shall in no way affect any of the other provisions of this Declaration, which shall remain in full force and effect.

D-4) Amendment. Until the Declarant conveys all of the Lots which comprise the Property, including all Phases, or turns control of the Association over to its Members, whichever occurs first, Declarant may modify, amend, alter, and grant variances to this Declaration without the consent of any Member, Lot Owner, Occupant, or any other party, including the Association. In addition, Declarant may elect to make this Declaration applicable to any subsequent Phase of the Development, without the consent or approval of the Association, its Board of Directors or any of its Members or their mortgagees or any Lot Owner or Occupant, except that no such Amendment may increase the percentage share of a Member's percentage interest under Paragraph A-4, above.

D-5) Zoning Text. This Declaration is intended to supplement that certain Zoning Text for the Allied Redevelopment Area dated _____, recorded on _____, as Document No. _____, at pages _____ to _____. In the event of a conflict between the provisions hereof and the provisions of the Zoning Text, the provisions of the Zoning Text, limited to the pages enumerated above, if any shall control. See copy of Zoning Text attached hereto and incorporated herein by reference.

D-6) Notice. Any notice required to be sent to a Lot Owner under this Declaration will be deemed to have been properly given when mailed via first class USPS, postage prepaid, to the last known address of the Lot Owner as provided for in the public real estate tax records at the time of mailing.

D-7) Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

D-8) Captions. The captions and headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

D-9) Remedies. All remedies referenced herein are cumulative.

PART E – SIDEYARD AND DRAINAGE RESTRICTIONS

E-1 Side Y~~ard~~ and Drainage Restrictions. All Lot Owners, builders, contractors, and subcontractors are directed to the Plat which provides for specific ~~sideyard, setback, and drainage easements~~restrictions as denoted on the Plat. Such ~~restrictions~~easements are not uniform and may vary from one Lot to another and interested parties should obtain a legible copy of the Plat to ascertain specific ~~restrictions~~easements for any particular Lot.

[Additional Provision for setbacks as set forth in the AL Guidelines....](#)

Wisconsin State Bar No. 1007480