

SECTION 10-1-39(C)
SCHEDULE OF REGULATIONS

District	Use	Lot Requirements		Minimum Yard Dimensions - feet				Maxi. Bldgs. Heights			Maxi. Percent Lot Coverage	Site Plan Required		
		Min. Area in sq. ft.	Min. Width in feet	Front	Principal Bldgs. Each Side	Rear	Access. Bldgs. Each Side	Principal Bldgs. Foot	Stories	Access. Bldgs. Foot				
R-1A	One-Family	8,000	30	30	12(b)	30	6(a)	30	2 1/2	30	1	15	30	No
R-1B	One-Family	5,000	30	30	12(b)	30	6(a)	30	2 1/2	30	1	15	30	No
R-2	One & Two Family	6,000	35	25	12(b)	25	6(b)	30	2 1/2	30	1	15	30	No
R-M	Multi-Family	8,000	65	25	12(b)	25	6(c)	30	3	40	-	15	35	Yes
B-C	Central Business	3,700	32	0	5(f)	15	(d)	15	3	40	-	20	40	Yes
B-H	Highway Business	8,000	80	50	10(d)	30	8(d)	15	2 1/2	30	-	20	40	Yes
M-L	Light Industrial	5,000	100	25	Equal to Bldg height	30	25	20	3	40	-	20	40	Yes
M-G	General industrial	87,120	250	50	10 min. (m)	30	25(h)	25(n)	3	40	1	20	40	Yes

SET ZONING DISTRICTS (L)

District	Use	Min. Area in sq. ft.	Min. Width in feet	Front	Principal Bldgs. Each Side	Rear	Access. Bldgs. Each Side	Principal Bldgs. Foot	Stories	Access. Bldgs. Foot	Maxi. Percent Lot Coverage	Site Plan Required		
A-1	Agricultural Transition	32,670(1)	50	30	12(b)(1)	30	6(d)(1)	30	2 1/2	20	1	40(1)	Yes	
RR	Rural Residential	21,780	60	30	12(b)(1)	30	6(d)(1)	30	2 1/2	35	1	15(1)	30	Yes
A-H	Agricultural Holding	87,120(1)	250	50	25	50	25	25	3	40	1	40(1)	30	Yes
A-P	Agricultural Preservation	35 Acres	300	50	25	50	25	25	3	40	1	40(1)	30	Yes
RAR	Rural Airport Related	43,560	120	50 (k)	10 (k)	30 (k)	20 (k)	25 (k)	2 (k)	30 (k)	1 (k)	20 (k)	35	Yes

OTHER ZONING DISTRICTS

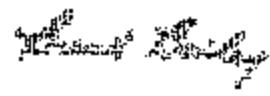
District	Use	Open space uses and associated structures
F-P	Flood Plain	Open space uses only
F-W	Floodway	Open space uses only

- (a) Min min lot width for corner lots - 70 ft.
- (b) Minimum side yard for street side of corner lot - 5 feet.
- (c) Minimum lot area per dwelling unit at least 2000 sq. ft., or not less than 500 sq.ft., plus 500 sq. ft. per bedroom.
- (d) Minimum side yard when abutting residential area must be 15 feet.
- (e) Minimum of 10 feet from a key.
- (f) Minimum setback from Federal, State or County Trunk Highways shall be 25'.
- (g) If a side yard is provided it shall have minimum width of 10 feet.
- (h) Minimum side or rear setback when abutting residential area, 50 feet.
- (i) Minimum lot size for single family dwellings - 35 acres.
- (j) Maximum height for agricultural buildings and/or structures - 120 feet.
- (k) Building height, setbacks, fence and other light requirements must comply with current FAA regulations.
- (l) Setbacks along US 12 must be at least 150' from centerline.
- (m) Top of both side setbacks must be at least 30 feet.

Village of Prairie du Sac

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Recorded
OCT. 27, 2004 AT 10:55AM



RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WESTWYNDE AND ANY FUTURE ADDITIONS TO WESTWYNDE, IN THE VILLAGE OF PRAIRIE DU SAC, SAUK COUNTY, WISCONSIN

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee amount: \$55.00

Name & Return Address:
David M. Roark
2985 Triverton Pike Drive
Madison, WI 53711

Parcel Identification No.: See attached Exhibit A.

Rustic Terrace LLC. (Developer) owns one or more of the lots in the plat of Westwynde, in the Village of Prairie du Sac, Sauk County, Wisconsin.

That plat is subject to a declaration of covenants and restrictions (the Declaration) recorded with the Sauk County Register of Deeds as Document No. 849583.

Acting under the authority granted to Developer in Section 6.2 of the Declaration, Developer terminates the Declaration and restates the Declaration in its entirety as follows:

Developer desires to subject the plat and future additions to the plat, and each lot in the plat and in future additions to the plat, to this declaration.

Developer declares that all such real estate shall be subject to this declaration; and shall be held, sold, occupied and conveyed subject to this declaration.

ARTICLE I

DEFINITIONS

1.1 The following definitions shall apply to this Declaration:

(a) "ACC" shall mean the Architectural Control Committee established pursuant to Section 3.1.

(b) "Board" shall mean the board of directors of the Neighborhood Association.

(c) "Declaration" shall mean this restated declaration, as amended and supplemented from time to time.

(d) "Developer" shall mean Rustic Terrace LLC, a Wisconsin corporation, and its representatives, successors and assigns.

(e) "Lot" or "Lots" shall mean the platted lots within the Subdivision.

(f) "Municipality" means the Village of Prairie du Sac, a Wisconsin municipal corporation.

(g) "Neighborhood Association" shall mean Westwynde Owners Association UA, and its successors and assigns.

(h) "Owner" shall mean the person or persons owning the fee simple title to a Lot, except that if a Lot has been sold on land contract, the Owner shall be the person or persons named as purchaser in the land contract.

(i) "Subdivision" shall mean all lots in Westwynde, in the Village of Prairie du Sac, Sauk County, Wisconsin, and in all future additions to Westwynde.

ARTICLE II

STATEMENT OF PURPOSES

2.1 General. The general purposes of this Declaration are to help ensure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty of the Subdivision; to ensure the most appropriate development and improvement of each Lot, including construction of attractive and harmonious residential structures; and to ensure the highest and best residential development of the Subdivision.

2.2 Developer's Intent to Develop Subdivision in Phases.

(a) Overall Covenants. This Declaration, less Exhibits B and C, provides covenants and restrictions which are general in nature and which apply to the entire Subdivision. Developer intends to develop the Subdivision in phases, and to record additional covenants that are specific to each phase of the Subdivision.

(b) Specific Covenants for Lots 1-7, 22, 49-69, 76-80, 110-113, 123-130 in the Subdivision. The additional covenants which are specific to these lots are attached as Exhibit B.

(c) Specific Covenants for Lot 131 in the Subdivision. The additional covenants which are specific to these lots are attached as Exhibit C.

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(d) Specific Covenants - Other Phases of the Subdivision. As of the date of this Declaration, the additional covenants specific to future phases are still in the process of being determined. The Developer shall record additional covenants specific to each phase prior to selling any Lots in the phase.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 Architectural Control Committee.

(a) The ACC shall initially be the Developer.

(b) Developer may at any time resign from the ACC and appoint any three Owners as the new members of the ACC. The Developer shall record a statement of its resignation and such appointment with the Sauk County Register of Deeds. In the recorded statement, the Developer shall specify a procedure by which subsequent members of the ACC may resign, be replaced, and be elected. The ACC shall act by majority vote.

(c) Instead of appointing replacement members for the ACC as provided in Section 3.1(b), the Developer upon notification of the Village and a concurring vote of the existing ACC may elect to terminate the ACC and its functions effective upon the resignation of the Developer. If the Developer elects to do so, it shall file a recorded statement to that effect with the Sauk County Register of Deeds.

3.2 Necessity of ACC Approval.

(a) As to Plans. All plans for buildings, landscaping, fences, walls, play equipment including its location, or other structures or improvements to be constructed on any Lot, along with all site plans, shall be approved prior to obtaining any required permit from the Village, in writing, from the ACC.

(b) As to Ongoing Alterations. All proposed alterations in the exterior appearance of any buildings erected or placed on any Lot, including, but not limited to, exterior remodeling, exterior repainting in different colors from those previously approved, and the construction of patios, decks, tennis courts, exterior lighting, flag poles, swimming pools and other improvements on Lots, shall be approved prior to obtaining any required permit from the Village, in writing, from the ACC.

3.3 Required Submissions. In addition to any other information which the ACC may reasonably request, each Owner shall submit the following to the ACC in conjunction with any request for approval of any construction or improvements on any Lot:

(a) Two sets of drawings and written specifications of the proposed structures showing at a minimum floor plans including square footages, elevations of all views of

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the structure, exterior finishes, roofing type, driveway location, structure locations, description of exterior materials and colors, fence and wall details; and

(b) Two sets of landscape and site plans for the Lot identifying proposed grades and landscaping, including a narrative description of how the Owner will comply with the landscaping requirements set forth in Article IV and with any additional covenants subsequently recorded by the Developer or the Owners.

(c) A completed architectural review sheet on form to be provided by the ACC.

(d) Address for mailing the determination of the ACC.

A submission shall not be complete, and the thirty (30) day approval time set forth in Section 3.4 shall not commence, until all required documents have been submitted.

3.4 ACC Approval. The ACC shall approve or disapprove a submission within thirty (30) days of its receipt. The ACC's decision shall be in writing. If the ACC fails to mail its decision within the time limit, approval will be deemed to have been given and the applicable covenants and restrictions in this Declaration shall be deemed to be met. If a submission is approved, all material changes to the approved submission must be resubmitted to, and approved by, the ACC.

3.5 Standards; Discretion of ACC. The ACC shall have the right to reject any submission which, in the opinion of the ACC, is not in conformity with the provisions and purposes of this Declaration. The ACC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to the owner's lot, shall and hereby does release the ACC and the Developer from any liability based upon the good faith exercise of their duties under this Declaration. Refusal of approval of submissions by the ACC may be based on any grounds, including purely aesthetic grounds, which the ACC in its sole and good faith discretion deems sufficient.

While the ACC at all times will have the final decision, the following guidelines are offered for the benefit of Owners:

- (a) All exterior chimney flues shall be enclosed.
- (b) The submission shall specify roof material, tone and pitch.
- (c) The submission shall specify quality of the materials to be used.
- (d) Soffits may be either aluminum or wood.
- (e) Each elevation shall have a minimum of one full-size window.
- (f) Shutters

(2) Various types of wood siding are admissible, but generally only one type of siding will be approved for any one house.

(h) Desired color schemes shall be submitted to the ACC for approval. The ACC will generally discourage the use of solid reds and dark browns, but will consider other colors on an individual basis. The ACC will generally attempt to coordinate trim and siding colors to provide the most aesthetic combination for a particular house.

(i) The ACC shall have the right to require brick, stone, shutters, corner boards and other similar items which it deems desirable for a particular submission.

3.6 Variances. The ACC shall have the right, in its sole discretion, to grant a variance to any of the covenants and restrictions in this Declaration.

3.7 Preliminary Sketches. Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to submission of the information required for final approval.

3.8 Liability of the Developer, ACC and its Members.

(a) The Developer, the ACC and its members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any submissions or on account of the development of any property within the Subdivision.

(b) An owner, however, shall have the right to injunctive relief against the ACC or its members if the ACC refuses in bad faith to act upon a request made to the ACC. If an Owner brings an action for such injunctive relief and fails to establish that the ACC or its members were guilty of bad faith in failing to act upon the Owner's request, the Owner shall be obligated to pay to the ACC and its members all of the reasonable attorneys' fees and disbursements incurred by them in connection with the action.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

All Lots and their improvements shall be subject to the following architectural restrictions:

4.1 Building Sites. Unless otherwise provided in future recorded covenants with regard to future phases of the Subdivision, all buildings constructed on Lots shall have front, side and back yards that, at a minimum, conform to applicable zoning ordinances. The ACC shall have the right to grant variances from such setback requirements from time to time, in its sole discretion, provided that any variances are in conformity with all applicable zoning ordinances.

4.2 Surface Elevation.

(a) Except as provided in Section 4.2(b), the elevation of any Lot within the Lots shall not be changed so as to materially affect the surface elevation, grade or drainage patterns to the surrounding Lots. Any Owner who violates this covenant shall be required to restore the surface elevation, grade or drainage patterns to the surrounding Lots at the Owner's sole expense. If an Owner violates the grading, site or landscaping plans submitted by the Owner to the ACC, the ACC or any affected Owner shall have a cause of action against the violating Owner for both damages and injunctive relief.

(b) Notwithstanding the restriction in Section 4.2(a), the Developer shall have the right, with the consent of the Village of Prairie du Sac, at any time to grade or regrade the Lots to accommodate, alter or establish drainage flows. The Developer shall not be liable to any Owner for any such grading or regrading, except that if the grading or regrading occurs after the Owner has either seeded or installed sod on the Owner's Lot, and if the grading or regrading damages the Owner's grass or sod, the Developer shall be obligated to reasonably restore the grass or sod to its condition prior to the grading or regrading.

4.3 Building Size and Exterior Materials. The Owner will specify the requirements for building size and exterior materials in the specific covenants described in Section 2.2 by amendments to this Declaration unilaterally made by the Developer. Any interested person may obtain a copy of such future amendments from the ACC.

4.4 Construction Deadline. Construction of all single-family and multi-family buildings within the Subdivision shall be completed within five months after issuance of a building permit for the building. Landscaping (including grading, sodding and seeding) and paving of any driveway on any Lot shall be completed within sixty (60) days of completion of construction, provided weather conditions so allow. If construction or landscaping is delayed due to matters beyond the control of the Owner, the time for completion shall be extended by the period of the delay.

4.5 Garages. Each single-family building constructed on any Lot shall have an attached garage that contains not less than two nor more than three automobile garage stalls. All garage doors facing a street shall have a standardized height set by the ACC. The ACC shall encourage all corner Lots to have side-entry garages.

NOTE: It is important the garage door does not dominate the architectural presence of the public street façade. The garage shall not extend closer to the street than 5 feet in front of the front structural wall of the house façade and any other similar elements including a covered front porch provided the porch is not deeper than 5 feet.

4.6 Landscaping Requirements and Restrictions. All Owners shall comply with the following landscaping requirements and restrictions:

(a) **Street Terraces.** The Developer shall have the right to plant street trees in street terraces. If the Developer does so, it shall have the right to obtain reimbursement from the affected Owner upon request.

(b) **Sodding.** Front and side yards shall be sodded, including street terraces, except that the ACC may waive this restriction in its sole discretion. In the case of corner lots, both street terraces shall be sodded. Rear yard areas not sodded shall be seeded with a fifty percent (50%) blue grass seed mixture. All sodding and seeding shall be completed within thirty (30) days of completion of construction. If weather conditions delay completion of sodding or seeding, sodding or seeding shall be completed as soon as weather permits.

(c) **Additional Landscaping Requirements.** Owners, at their expense, shall be responsible for complying with any additional landscaping requirements set forth in subsequently recorded covenants. The Developer may subject each phase of the Subdivision to additional varying landscaping requirements.

(d) **Ongoing Maintenance.** Each Owner shall be responsible for the ongoing landscaping maintenance of the Owner's Lot, including the adjoining street terrace. During the growing season, each Owner shall mow the vacant portion of the Owner's Lot at least once every three weeks to a height not exceeding six inches. Each Owner shall shovel snow from any adjacent sidewalks within the time required by applicable ordinance. All areas of a Lot not used as a building site or an approved landscaped area or under cultivation as a family garden shall be sodded or seeded, as applicable, and be kept free of noxious weeds.

(e) **Fencing; Screening.** Owners shall not install any fence or wall of any kind without prior written approval from the ACC and obtaining the required permit(s) from the Village. The ACC may require that the Owner desiring to install a fence obtain written approval of the fence from the Owners of abutting Lots. An Owner, however, may construct a fence not exceeding four feet in height around a swimming pool approved by the ACC, provided that the ACC approves the style and material of the swimming pool fence. The Owner of a Lot containing a swimming pool shall also obtain the written approval of adjoining Lot Owners of the plans for the swimming pool fence. Owners shall not cause a complete visual screening of the front, rear and side boundaries of any Lot by use of landscape plantings or other means, without prior written approval from the ACC. All fences and screens shall be subject to the regulations of Article J, Title 10 of the Village Code.

(f) **Plantings.** Each Owner shall spend a minimum of \$1,000 on plantings in the front yard of the Owner's Lot. In addition, each Owner shall plant in the Owner's front yard one conifer, a minimum of four feet in height, chosen from any of the following varieties: Colorado green or blue spruce, Black Hills spruce, Austrian pine or Douglas fir.

4.7 Driveways. Unless otherwise approved by the ACC, all driveways shall be concrete and shall be installed within thirty (30) days of completion of construction, unless not permitted by weather conditions. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits. All driveways shall be subject to the regulations of Section 10-1-63 of Village Code.

4.8 Signs. No signs of any type shall be displayed on any Lot without prior written approval of the ACC and issuance of permit from the Village. All signs shall comply with Section 10-1-83 of the Village Code.

4.9 Utilities. An Owner shall not change the elevation of any utility easement in excess of six (6) inches without the permission of the applicable electric, gas and other utilities using such easement. The Owner shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches. Owner shall not install or maintain any plantings, berm, fence, structure, building, post or pole in the utility easement.

4.10 Resubdivision. No Lot shall be resubdivided, except with the prior written approval of the ACC and the Village pursuant to Section 10-3-9 of the Village Code. This section shall not be construed to prevent the use of one Lot and part or all of another Lot or Lots as one building site.

4.11 Existing or Prefabricated Buildings. No buildings previously erected elsewhere may be moved onto any Lot, except new prefabricated construction approved in writing in advance by the ACC.

4.12 Temporary Dwellings; Outbuildings. No trailer, basement, tent, shack, garage, barn, or any part, shall ever be used as a residence, temporary or permanent, on any Lot. No residence shall be of a temporary character. No outbuildings or accessory buildings, including storage sheds, shall be permitted on any Lot.

4.13 Dog Houses. No dog house may be erected on a Lot without the prior written consent of the ACC. No dog house shall exceed three feet by four feet. Any dog house shall be contiguous to the house or garage constructed on the Lot. An Owner desiring to construct a dog house shall submit to the ACC for its approval all plans for the dog house, including elevations, materials, color and site plan. The Owner shall obtain the written approval of adjoining Lot Owners to the plans. The Owner shall provide landscaping or fencing to screen the dog house from adjoining Lots as required by the ACC.

4.14 Drying of Clothes. No clothes lines or other apparatus for the drying of clothes shall be permitted in the yard of any Lot on a permanent basis.

4.15 Exterior Lighting. Any exterior lighting installed on a Lot shall either be indirect or of such controlled focus and intensity that the lighting will not disturb the owners of adjacent Lots. The light posts for any exterior yard lighting of a Lot shall be of a design which is harmonious with the style and architecture of the building on the Lot.

4.16 Miscellaneous.

(a) No wind-powered electric generators, exterior television or radio receiving or transmission antenna or satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot or building without prior written approval of the ACC and obtaining the required permit from the Village. None of such which are visible shall exceed 36 inches in diameter. Satellite dishes of 36 inches or less shall be permitted only in the most unobtrusive location, as approved in writing by the ACC.

(b) No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the ACC and the Village.

(c) No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the ACC, who shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat or parallel to the plane of the roof are preferred but still must be approved by the ACC.

(d) No garbage, refuse, rubbish, or cuttings shall be deposited on any street or road or on any Lot unless placed in a suitable sanitary container. No Lot shall be used or maintained as a dumping ground for rubbish, trash, leaves, lawn clippings, rocks or sanitary containers. This section shall not prohibit the construction and operation of a compost. There shall be no incinerator or similar equipment kept or used on any Lot.

(e) No building material of any kind or character shall be stored upon any Lot except in connection with construction approved by the ACC. Construction shall be promptly commenced and be diligently pursued as soon as any building materials are placed on any Lot.

(f) Front yard decorations, including wildlife reproductions, other than approved lighting, mailboxes, or seasonal decorations are prohibited.

4.17 Basketball Equipment. No basketball backboard, hoop, post and any other related equipment, whether portable or permanently affixed, shall be placed on any Lot except in such location as may be approved in writing by the ACC. No such equipment shall ever be placed, whether permanently or temporarily, adjacent the street, in the street terrace or in the front yard of any Lot.

4.18 Noise Abatement. The Lots may experience noise from nearby streets and highways at levels exceeding the levels in Table 1 in Section Trans 405.04 of the Wisconsin Administrative Code. The levels in Table 1 are based on federal standards. Each Owner shall be responsible for the abatement of such noise to protect the Owner's Lot and its occupants.

4.19 Play Equipment and Structures No swing set or other play equipment or structure shall be installed on any Lot without the prior written approval of the ACC. Any such structure or equipment shall be set back at least 10 feet from each property line of the Lot.

4.20 Mailboxes and Post Lights To provide continuity throughout the Lots, each Owner of a single-family Lot will install a mailbox and post to be provided by the Developer. The Owner will be charged for this mailbox and post at closing. The Developer intends that all Lots shall have identical mailbox and post, including the color of the mailbox post. The ACC in its discretion may waive this section 4.20 for all Lots.

ARTICLE V

USE RESTRICTIONS

5.1 Pets No more than two domestic animals may be kept on any Lot. All animals shall be housed in the house or garage or an approved dog house. No free-standing kennels shall be allowed, except for approved dog houses as provided in Section 4.13. Commercial animal boarding, kenneling or treatment shall be prohibited, whether or not for a fee. No Owner may keep a dog whose barking creates a nuisance to neighbors. No animals having vicious propensities shall be kept on a Lot. All pets must have a license issued by the Village.

5.2 Parking Parking of commercial or service vehicles, including lawn tractors, owned or operated by residents within the Subdivision shall be prohibited unless kept inside garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles on any Lots shall be prohibited except in garages. This section shall not prohibit the temporary parking of any vehicles for the purpose of loading or unloading at the Lot at which parked, for a period not to exceed twenty-four (24) hours. No cars or other vehicles shall be parked on lawns or yards within the Subdivision at any time.

Any cars or comparable motor vehicles owned or operated by residents of a Lot shall also be kept inside garages, except that the residents may park in driveways such vehicles which are in regular, daily use. For this purpose, a vehicle shall be considered in regular, daily use if the resident uses the vehicle for travel to and from the Lot at least once every 72 hours.

5.3 Appearance Each Owner shall be responsible for maintaining the Lot and all its buildings in a neat appearance at all times. This covenant shall apply to all Lots from the date of purchase, regardless of whether a building has been or is in the process of construction. The Owner's obligation shall include, but is not limited to the following:

(a) **Noxious Weeds** All areas of Lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep the areas free from noxious weeds. All lawns shall be free from noxious weeds.

(b) **General Upkeep** The Owner shall keep the Owner's Lot and its buildings and other improvements in good order and repair and free of debris, including, but not limited to, the pruning of all trees and shrubbery, the painting or other exterior

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care of all buildings and other improvements, and the tasks described in Section 4.6(d), all in a manner and with such frequency as is consistent with good property management.

(c) Trash. Trash containers shall be kept inside of garages and may be placed upon the curb only on days of trash collection. No garbage, refuse or cuttings shall be placed upon the curb unless in a suitable container.

5.4 Activities. No noxious or offensive trade or activity may be carried out on a Lot which will become a nuisance to the neighborhood or any other Lot within the Subdivision. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back or side yards, and shall be reviewed and approved by the ACC. No firearms shall be discharged within the Subdivision.

5.5 Continued Agricultural Use by Developer. The Developer may continue to use lands owned by Developer for any present agricultural purposes and uses.

5.6 Restrictions on Street Access. Access to certain Lots from adjoining public streets is restricted as follows:

- (a) Lot 1 must access from 20th street.
- (b) Lot 131 must access from 21st street.

ARTICLE VI

GENERAL PROVISIONS

6.1 Term. This Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in any of the Lots for a period of 30 years after this Declaration is recorded, after which time this Declaration shall automatically stand renewed for successive five year periods unless terminated as provided in Section 7.2.

6.2 Amendment.

(a) While the Developer owns any Lot, the Developer by its sole act shall have the right to terminate or amend this Declaration by an instrument signed by the Developer and recorded with the Sauk County Register of Deeds.

(b) After the Developer ceases to own any Lot, the Owners, by the vote or consent of Owners owning two thirds or more of the Lots then comprising the Subdivision, shall have the right to amend or terminate this Declaration by an instrument, filed with the Village and recorded with the Sauk County Register of Deeds.

6.3 Invalidation. Invalidation of any one of these covenants or any severable part of any covenant by judgment or court order shall not affect any of the other covenants, which shall remain in full force and effect.

6.4 Exculpation. The ACC or the Village shall not be liable for damages to any person submitting a request for approval, or to any Owner, tenant, or mortgagee of any of the Lots or anyone else by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

The ACC's review of plans does not include review for structural soundness or compliance with any applicable building codes and practices. The ACC is not representing that any home or site plan meets any state, federal, county, or local setback requirements, statutes, building codes, or ordinances. The Owner of the Lot and the Owner's builder shall have the sole responsibility to ensure compliance with all such requirements. Neither the Developer, the Village nor the ACC shall be liable for any such matters.

6.5 Enforcement Actions.

(a) The Developer, the ACC and any Owner shall have the right to sue for and obtain a prohibitive or mandatory injunction or any equitable remedy to prevent the breach of, or to enforce the observance of, this Declaration, in addition to the right to bring a legal action for damages.

(b) In addition to the relief authorized by Section 6.5(a), each of the Developer, the ACC and any Owner (the Enforcing Party) shall have the right of self-help provided in this Section 6.5(b). If any Owner (the Defaulting Owner) fails to comply with any of the Defaulting Owner's obligations under this Declaration, the Enforcing Party shall have the right to give the Defaulting Owner notice of default. The notice shall specify the default and the curative action to be taken by the Defaulting Owner. If the Defaulting Owner does not cure the default within 15 days after the giving of the notice, the Enforcing Party shall have the right to enter the Lot of the Defaulting Owner and cure the default, at the sole expense of the Defaulting Owner. The Defaulting Owner shall pay the reasonable costs of the cure within 10 days after demand by the Enforcing Party. Any amount not paid within the 10 days shall bear interest from the 10th day at the rate of 18% per year until paid.

(c) Any Owner who violates a provision of this Declaration shall be liable for reasonable attorneys' fees and court costs incurred by the Enforcing Party in any action brought under either Section 6.5(a) or Section 6.5(b). Any person violating any of these covenants or restrictions shall be liable for all costs of curing the violation.

6.6 Zoning. All Lots are further subject to the applicable zoning laws, ordinances and building codes.

6.7 Notice. Any notice given in connection with this agreement shall be in writing and may be given in any one of the following ways:

(a) By personal delivery,

- (b) By delivery by an express mail service, 000231
- (c) By mailing via the first class United States mail, postage prepaid, addressed to the last known address of the recipient,
- (d) By facsimile transmission, electronic mail or other comparable means.

Notice by mailing in the first class United States mail as described shall be deemed given three days after mailing. All other forms of notice shall be effective upon receipt.

ARTICLE VII

NOTICES AND EASEMENTS

7.1 Notices.

- (a) Lot 131 will be used for multi family housing. Each owner agrees to such development and by accepting a deed to the Owner's Lot forever releases any right to object to such development.
- (b) See letter from Calkins Engineering dated October 10, 2004 regarding minimum exposures.

7.2 Sign Easements. As depicted on the plat for the Subdivision, each of Lots 1 and 131 shall be subject to a perpetual easement for the construction, operation, maintenance and repair of a sign for the identification of the Subdivision. Developer shall have the obligation of obtaining all governmental approvals required for such signs, including any required sign permits and approval from the Plan Commission of the Village of Prairie du Sac for the location, size and style of the signs.

Upon obtaining all such governmental approvals, Developer shall have the right at its expense to construct the approved signs on Lots 1 and 131. Subsequent to the construction of the signs, the Neighborhood Association shall, at its expense, repair and maintain in a reasonable manner the sign and any landscaping associated with the signs located on each of Lots 1 and 131, as more fully provided in Article VIII.

7.3 Buffer Easement. The northerly 30 feet of each of Lots 1 and 131 is subject to a 30-foot wide buffer easement as depicted on the plat for the Subdivision. Each of those 30-foot buffer strips shall be subject to the following perpetual easements running with the land:

- (a) An easement in favor of the Village of Prairie du Sac to construct, repair and maintain and remove snow and debris from any bike path located within each 30-foot strip.

(b) An easement in favor of the Developer and the Association to plant, replace, and repair and maintain grass, shrubbery and other landscaping within each 30-foot strip.

(c) The owner of Lots 1 and 131 shall not construct any buildings or place any structures or equipment or landscaping of any kind within the 30-foot strips.

(d) Lot 132 is owned by the Village as a public park. The north 30 feet of Lot 132 is subject to a 30-foot wide buffer easement. Subject to obtaining any required consent from the Village, the Neighborhood Association shall have the right, at its expense and in its discretion, to plant, replace, and repair and maintain grass, shrubbery and other landscaping within the buffer easement on Lot 132, but the Association shall not have any obligation to repair and maintain the bike trail running through the buffer easement on Lot 132.

ARTICLE VIII

NEIGHBORHOOD ASSOCIATION

8.1 Membership. Every Owner shall be a member of the Neighborhood Association. By acquiring a Lot, every Owner shall be conclusively deemed to have consented to membership.

8.2 Rights and Duties of Members. The articles of organization and statement of authority, and the bylaws of the Neighborhood Association are incorporated by reference. Among other matters, the articles and bylaws restrict the voting rights of certain members, and obligate all members except for Developer to pay regular and special assessments to the Neighborhood Association for its operations. The members shall have the rights and duties set forth in this Declaration, the articles of organization and bylaws of the Neighborhood Association, all as amended from time to time, and as provided by applicable law. Any authority of the Neighborhood Association and its members shall be subject to the authority given to the Developer and the ACC in this Declaration.

8.3 Management of the Neighborhood Association. The affairs of the Neighborhood Association shall be managed by the Board. The Board shall be selected in the manner, and shall have the duties, powers and responsibilities, set forth in this Declaration and in the articles of organization and bylaws of the Neighborhood Association, as amended from time to time, and as may be provided by the laws of the State of Wisconsin.

8.4 Obligations of the Neighborhood Association.

(a) **General.** Subject to the rights of the Developer as set forth in this Declaration, the Neighborhood Association shall have the right in its discretion to enforce this Declaration.

(b) Maintenance and Repair. The Subdivision contains two sign easements, one on Lot 1 and one on Lot 131. The buffer easements described in Section 7.3 may in the future contain an irrigation system, and now contain a bike trail. The Neighborhood Association shall repair and maintain the signs and the landscaping located within the sign easements, the landscaping located within the buffer easements on Lots 1 and 131, and any irrigation system under Lots 1 and 131. The Village will repair and maintain and remove snow and debris from the bike trail on Lots 1, 131 and 132.

8.5 Assessments. Each Owner other than Developer shall pay regular and special assessments to the Neighborhood Association as provided in its bylaws. The expenses to be assessed to the Owners shall include all of the reasonable and necessary expenses incurred by the Neighborhood Association in performing its obligations, including utilities, insurance, acquisition of tools and equipment, salaries and wages, real estate taxes and special assessments and a reasonable amount of working capital.

8.6 Collection of Assessments. The Neighborhood Association shall levy and collect assessments as provided in its bylaws and in this Declaration.

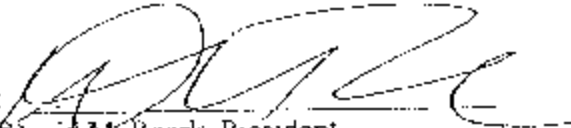
As more fully provided in the bylaws for the Neighborhood Association, the first buyer of a Lot shall pay an initial assessment to the Neighborhood Association and in addition shall pay a prorated portion of the annual assessment payable to the Neighborhood Association for the year of closing, except no annual assessment shall be due for closings held in 2004. The initial assessment will be \$100 and the annual assessment will be \$100. These amounts are given for informational purposes only. The Neighborhood Association may from time to time adjust the initial assessment and the annual assessment without any need to amend this Section 8.6. Any person considering the purchase of a Lot should investigate the then current initial assessment and the then current annual assessment. The Developer shall pay all expenses of

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the Association through December 31, 2004, and shall not use any initial assessments for that purpose.

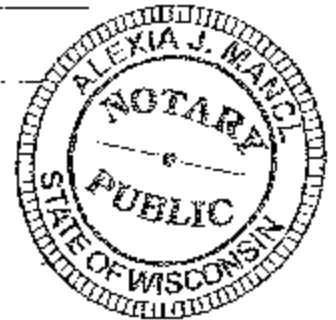
Dated October 25, 2004.

RUSTIC TERRACE LLC

By: 
David M. Roark, President

Signature of David M. Roark authenticated this 25th day of October, 2004.


Alexia J. Mancel
Notary Public, State of Wisconsin
My Commission: 11/11/07



This instrument drafted by:
David M. Roark and T. J. Sobota

000235

EXHIBIT A

Parcel Identification Numbers

The current parcel identification numbers for all lots are:

172-0803-11000

172-0803-12000

172-0803-20000

172-0803-23000

Lot #

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EXHIBIT B

The following additional covenants apply only to Lots 1-7, 22, 40-69, 76-80, 110-113, 123-130 of Westwynde:

1. Use. Lots shall be used exclusively for single-family residences except as provided on attached Exhibit C

2. House Size. Each residential structure shall have a minimum of the following floor area of finished living space.

- (a) Single-story houses shall have not less than 1400 square feet excluding the garage.
- (b) Split-level and bi-level houses shall have not less than a total of 1400 square feet on the two main living areas excluding the garage.
- (c) Raised ranch houses shall have not less than a total of 1400 square feet on the main level excluding the garage.
- (d) Two-story houses shall have not less than a total of 2000 square feet on the first and second floor areas of the house excluding the garage.
- (e) For the purpose of determining floor area, stair openings shall be included but open porches, screened porches, attached garages, and basements, even if finished for recreational use, shall be excluded.
- (f) The ACC shall have the power in its discretion to waive these minimum areas where the architecture and quality of the proposed house represents an appearance compatible with other houses in the Subdivision.

3. Roof Pitch. All buildings shall have a minimum roof pitch of 5 to 12, unless the ACC, in its sole discretion, gives prior written approval to a different pitch.

4. Setback. Each building on a Lot shall be set back not less than 30 feet from the front lot line of the Lot.

5. Fascia

- (a) All fascias shall be a minimum size of 1" x 8".
- (b) Aluminum, vinyl or wood siding, soffits and fascia will be allowed, subject to the following restrictions.

000210

- (1) the type of aluminum or vinyl siding used will be restricted to higher grade double IV or double V, textured siding.

6. Windows and Window Treatment. Each of the four elevations on a residential structure shall have at least one full sized window. Each window on the front and side elevations of a building shall have either shutters or a 1" x 4" window wrap

EXHIBIT C

000211

The following additional covenants shall apply only to Lot 131 in Westwynde:

1. **Use.** The Lot shall be used only for multi-family housing.
2. **Design and Size of Multi-Family Housing Buildings.** There are no fixed minimum footages for such buildings. The ACC shall have the right in its discretion to approve size of any such proposed building and to approve the specific design of any such proposed building. Any multi-family dwelling requires approval of the Village Plan Commission.
3. **Possible Addendum.** Other restrictions may be imposed either generally or upon specific Lots or groups of Lots by way of addendum to the Declaration, as amended. Any such addendum is hereby incorporated by reference and made a part of the Declaration, as amended.

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RECORDED
OCT. 27, 2004 AT 10:55AM

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Handwritten: Draft - 10/25/04
DRAFT - 10/25/04

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$17.00

ARTICLES OF ORGANIZATION AND
STATEMENT OF AUTHORITY FOR
WESTWYNDE OWNERS ASSOCIATION UA

Name & Return Address:
David M. Roark
2985 Triverton Pike Drive, #103
Madison, WI 53711

Parcel Identification Nos. See attached Addendum A

The undersigned (Developer), being the developer of Westwynde, a plat located in the Village of Prairie du Sac, Sauk County, Wisconsin, hereby organizes an unincorporated nonprofit association (the "Association") under Chapter 184, Wisconsin Statutes, to serve as the owners association for the plat of Westwynde.

1. The name of the Association is Westwynde Owners Association UA.
2. The Association is organized under Chapter 184 Wisconsin Statutes.
3. The agent for receipt of service of process for the Association is:

Rustic Terrace LLC
Attn: President
2985 Triverton Pike Drive, #103
Madison, WI 53711

4. The address of the Association in Wisconsin is:

2985 Triverton Pike Drive, #103
Madison, WI 53711

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5. The purpose for which the Association is organized is to serve as the owners association for the plat of Westwynde, and in that capacity to repair and maintain certain landscaping and facilities located within the plat of Westwynde, including two signs for the plat, the landscaping (but not the bike path) located within a 30 foot buffer easement adjoining County Trunk Highway "PF" along the north boundary of the plat, and any irrigation system which may be installed within that easement.

6. The members of the Association shall be those persons who from time to time own lots in the plat of Westwynde.

7. Developer shall adopt bylaws for the Association. Among other matters, the bylaws shall call for a board of directors who will manage the affairs of the Association.

8. This instrument and the bylaws may be amended by the vote of the voting members of the Association, as more fully described in the bylaws.

9. The title of the person who is authorized to transfer any estate or interest in real property of the Association is its vice president. Either the board of directors of the Association or the voting members of the Association, acting in the manner provided in the bylaws for the Association, shall have the right to authorize the vice president to transfer any real property of the Association. Developer as the organizer of the Association has authorized execution of this instrument by Developer's president.

10. (a) Each owner of a lot in the plat shall automatically be a member of the Association. No shares nor certificates of membership shall be issued.

(b) The Association shall have two classes of membership, Class A and Class B:

(i) Class A. The Class A members shall be the owners of lots in the plat of Westwynde, except Developer shall not initially be a Class A member.

(ii) Class B. The Class B member shall be the Developer. The Class B membership shall terminate upon the first to occur of the following events:

(1) The date the Developer no longer owns any lots in the plat of Westwynde, or

(2) The date the Association receives written notice from the Developer that the Developer has converted its Class B membership to a Class A membership.

(iii) Voting. Until the termination of the Class B membership, the Class B Member shall be the only voting member and shall have one vote for

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each lot subject to the Declaration which is owned by the Class B Member. When and only when the Class B membership terminates, the Class A Members shall become voting members. Each Class A Member, including the Developer if the Developer has converted its Class B membership to a Class A membership, shall then have one vote for each lot subject to the Declaration owned by the Member. The vote for any lot which has voting rights shall be exercised as the owners of the lots agree among themselves, but in no event shall more than one vote be cast for any one lot. Any action required by or available to the members shall mean action by the members who then have the right to vote.

(c) No member may transfer the member's membership or any rights arising from the membership except that those rights shall be automatically transferred to any purchaser of the member's lot in the plat of Westwynde.

11. The Association is not organized for profit but instead will be operated exclusively for the purposes stated in paragraph 5. The net earnings of the Association shall be devoted exclusively to such purposes. No part of the net earnings of the Association shall inure to the benefit of any member of the Association or any private individual. In case of voluntary or involuntary dissolution of the Association, any remaining property of the Association shall be distributed to a Wisconsin municipality or a Wisconsin public agency which is selected by the board of directors and which will use the property for purposes comparable to those stated in paragraph 5.

12. This statement affects real estate located in Sauk County, Wisconsin described as: Lots 1 through 131, Plat of Westwynde, in the Village of Prairie du Sac, Sauk County, Wisconsin.

Dated October 25, 2004

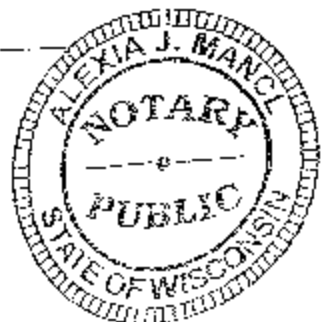
RUSTIC TERRACE LLC

By: [Signature]
David M. Roark, President

Signature of David M. Roark authenticated this 25th day of October, 2004.

[Signature]
Alexia J. Mancel
Notary Public, State of Wisconsin
My Commission: 11/11/07

Drafted by Thomas J. Sobota



000245

ADDENDUM A

Parcel Identification Numbers

172-0803-11000

172-0803-12000

172-0803-20000

172-0803-23000

172-0803-11000-12000-20000-23000

BYLAWS OF
WESTWYNDE OWNERS ASSOCIATION UA

ARTICLE I. OFFICES AND PURPOSES

Section 1.01 Principal Office. The principal office of the Westwynde Owners Association UA (the Association) shall be located in Dane County, Wisconsin.

Section 1.02 Purposes. The purposes of the Association are stated in the Association's articles of organization as recorded with the Sauk County Register of Deeds, and generally relate to repairing and maintaining certain facilities located within the plat of Westwynde (the Plat) located in the Village of Prairie du Sac, Sauk County, Wisconsin. "Declaration" means the restated declaration of covenants and restrictions for the Plat recorded with the Sauk County Register of Deeds on _____, 2004 as Document No. _____, as that Declaration is amended from time to time.

The developer (the Developer) of the Plat is Rustic Terrace LLC.

ARTICLE II. MEMBERS

Section 2.01 Membership. Every owner of a lot in the Plat shall be a member of the Association during the duration of such ownership. By acquiring a lot in the Plat, each owner shall be conclusively deemed to have consented to membership in the Association. Membership is appurtenant to each lot, and is limited to owners of lots. In case of sale of a lot by land contract, the purchaser shall be the member.

Section 2.02 Classes of Membership; Voting. The Association shall have two classes of membership, Class A and Class B:

(a) **Class A.** The Class A members shall be the owners of lots in the Plat of Westwynde, except Developer shall not initially be a Class A Member.

(b) **Class B.** The Class B member shall be the Developer. The Class B membership shall terminate upon the first to occur of the following events:

(i) The date the Developer no longer owns any lots in the Plat of Westwynde, or

(ii) The date the Association receives written notice from the developer that the Developer has converted its Class B membership to a Class A membership.

(c) **Voting** Until the termination of the Class B membership, the Class B Member shall be the only voting member and shall have one vote for each lot subject to the Declaration which is owned by the Class B Member. When and only when the Class B membership terminates, the Class A Members shall become voting members. Each Class A Member, including the Developer if the Developer has converted its Class B membership to a Class A membership, shall then have one vote for each lot subject to the Declaration owned by the Member. The vote for any lot which has voting rights shall be exercised as the owners of the lots agree among themselves, but in no event shall more than one vote be cast for any one lot. Any action required by or available to the members shall mean action by the members who then have the right to vote.

(d) No member may transfer the member's membership or any rights arising from the membership except that those rights shall be automatically transferred to any purchaser of the member's lot in the Plat of Westwynde.

Section 2.03 Annual Meeting. No annual meeting of the Association is required, but the Board of Directors may in its discretion call an annual meeting at a time and place set by the Board.

Section 2.04 Special Meetings. Special meetings may be called by the Board of Directors. Special meetings shall be held at the principal office of the Association or such other location as the Board of Directors may determine.

Section 2.05 Notice. Written notice stating the time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each member not less than ten (10) or more than sixty (60) days prior to the date of the meeting.

Section 2.06 Quorum. Members holding one-tenth of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of members. Except as otherwise provided by law, the articles of organization or these bylaws, a majority of the votes entitled to be cast by the members present in person or represented by proxy at the meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01 General Powers. The affairs of the Association shall be managed by the Board of Directors.

Section 3.02 Election of Directors. Directors shall be elected by the members at each annual members' meeting. Unless otherwise provided in the articles of organization, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a

meeting at which a quorum is present. Election by "plurality" means that each shareholder may vote for as many candidates as there are positions available, and the individuals with the largest number of votes, up to the number of Directors to be chosen, are elected.

Section 3.03 Number, Tenure and Qualifications. The number of Directors of the Association shall be three (3). Each Director shall hold office continuously until death, resignation, removal or until his or her successor is elected. There shall be no qualifications for Directors until the termination of the Class B membership as provided in Section 7.02(b). Upon such termination, only owners of lots in the Plat may be Directors.

Section 3.04 Resignation and Removal. A Director may resign at any time by filing a written resignation with the President. Any Director may be removed from office, with or without cause, by a vote of the members at a meeting called for that purpose.

Section 3.05 Vacancies. Any vacancy occurring on the Board of Directors for any reason, including a vacancy created by an increase in the number of Directors, shall be filled by the members, at the next annual meeting or at a special meeting called for that purpose.

Section 3.06 Regular Meetings. The Board of Directors may provide, by resolution, the time and place, either within or outside the State of Wisconsin, for the holding of regular meetings without other notice than that resolution.

Section 3.07 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director.

Section 3.08 Place of Meeting. Regular and special meetings of the Board of Directors may be held at such place or places as may be fixed by the Board of Directors, or as may be fixed by the person or persons authorized to call the meeting. In the absence of any such designation of meeting place, the meeting shall be held at the principal office of the Association.

Section 3.09 Notice. Notice of any special meeting shall be given at least two (2) days prior to the meeting by written notice delivered personally or by private carrier, sent via facsimile transmission or mailed to each Director at his or her business address. If mailed, notice shall be deemed to be given three days after deposit in the United States mail so addressed with the postage prepaid. If delivered by private carrier, notice shall be deemed to be given when delivered by the private carrier to the Director. Notice sent via facsimile transmission shall be deemed to be given when transmitted to the facsimile number provided to the Association by the Director.

Section 3.10 Quorum. Except as otherwise provided by law or the articles of organization or these bylaws, a majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 3.11 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the articles of organization or these bylaws.

Section 3.12 Compensation. No Director shall be entitled to compensation for services to the Association as a Director.

Section 3.13 Informal Action Without Meeting. Any action required or permitted by law, the articles of organization or these bylaws to be taken by the Board of Directors at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action taken, shall be signed by all of the Directors then in office.

Section 3.14 Committees. The President shall appoint such standing and special committees and chairpersons as he or she may deem necessary. Membership on a committee shall include at least one of the Directors but shall not be restricted to Directors.

Section 3.15 Attendance by Electronic Means. The Board of Directors may permit any Director to participate in a regular or special meeting of the Board of Directors by, or to conduct the meeting through the use of, any means of communication if:

(a) All participating Directors may simultaneously hear each other during the meeting; or

(b) All communication during the meeting is immediately transmitted to each participating Director, and each participating Director is able to immediately send messages to all other participating Directors.

If a meeting is conducted through the use of electronic means, all participating Directors shall be informed that a meeting is taking place at which official business may be transacted. A Director participating in a meeting by electronic means is deemed to be present in person at the meeting.

ARTICLE IV. OFFICERS

Section 4.01 Number. The principal officers of the Association shall be a President, Vice-President, Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as deemed necessary or convenient may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person. All principal officers shall be selected from the current Board of Directors.

Section 4.02 Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting. If the election of officers is not held at such meeting, the election shall be held as soon thereafter as convenient. Each officer

shall hold office until a successor has been duly elected or appointed or until his or her death, resignation, or removal.

Section 4.03 Vacancies. A vacancy in any principal office because of death, resignation, removal, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

Section 4.04 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the Association, and shall perform all duties incident to the office of President and such other duties as prescribed by the Board of Directors.

Section 4.05 The Vice-President. In the absence of the President or in the event of his or her death or inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting shall have all the powers and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties and have such authority as assigned to him or her by the President or by the Board of Directors.

Section 4.06 The Secretary. The Secretary shall: (a) keep the minutes of the meetings of the members and the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law; (c) be custodian of the records; and (d) in general, perform all duties incident to the office of Secretary and have such other duties and exercise such authority as designated or assigned to the Secretary by the President or the Board of Directors.

Section 4.07 The Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for money due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association at such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; and (b) in general, perform all the duties incident to the office of Treasurer and have such other duties and exercise such other authority as delegated or assigned by the President or the Board of Directors.

ARTICLE V. FINANCES

Section 5.01 Assessments.

(a) As used in this Article V, "Lot" or "Lots" shall mean any one or more of the lots in the Plat, other than outliers. The Association shall have the power to assess each Lot, other than a Lot owned by Developer, for an equal share of the reasonable and necessary expenses of the operation of the Association and the fulfillment of its purposes.

Each owner of a Lot, other than Developer, by acceptance of a deed or other conveyance for the owner's Lot, whether or not expressly stated in the deed or other conveyance, shall be obligated to pay its equal share of assessments made by the Association.

(b) At the closing of each conveyance of a Lot from the Developer to a buyer, the buyer shall pay to the Association an initial assessment of \$100, or such adjusted amount as is determined by the Board from time to time. In addition, at such closing, the buyer shall pay the Association a prorated portion of the annual assessment, except no annual assessment shall be due for closings held in 2004. Until further action by the Board of Directors, the annual assessment shall be \$100. For example, if a buyer purchases a Lot on April 1, the buyer shall pay the Association three-fourths of the then annual assessment.

The Developer shall pay all expenses of the Association through December 31, 2004, and shall not use any initial assessments for that purpose.

(c) The owner of each Lot other than Developer shall subsequently pay the then current annual assessment to the Association on or before January 31 of the calendar year for which the payment is due. The Board shall exercise reasonable efforts to send reminders of the annual payment, but the assessment is due and owing each January 31, even if no reminder is sent. The Board, however, shall give notice of adjustments to the annual assessment, as required by Section 5.01(f).

(d) The Board of Directors shall have the right at any time to adjust the annual assessment. In the calendar year in which the Board determines to make an adjustment, the Board shall determine a budget for that year. The Board shall also determine a budget for each subsequent year.

(e) In addition to the annual assessment, the Board of Directors may at any time levy a special assessment to be equally paid by each Lot, except for Lots owned by Developer.

(f) The Board of Directors shall give each owner of a Lot subject to assessment written notice of any adjusted annual assessment or any special assessment. Each assessment shall be due thirty (30) days following the date of the notice. The Board of Directors shall notify each owner of the action taken by the Board of Directors, the amount of the assessment against the Lot owned by the owner and the date the assessment is due and payable. Such notice shall be mailed to the owner at the last known post office address by United States mail, with postage prepaid, or be personally delivered to the owner, or be sent by facsimile, electronic mail or other electronic means.

(g) Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article V.

up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor any amount paid by the grantee. However, any such grantee shall be entitled to a written statement from the Association setting forth the amount of the unpaid assessments. Any such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount set forth in the statement. If the Association does not provide a statement within thirty (30) business days after the grantee's written request, the Association is barred from claiming any lien which is not filed prior to the request.

5.02 Collection. The Board of Directors shall pursue collection or enforcement of all assessments to the extent reasonable. The owner of a Lot shall be personally obligated to pay assessments which were assessed or accrued upon the Lot owned during the period of ownership. All assessments which are unpaid when due shall from such date become and remain a lien upon the Lot until paid, with interest thereon from the due date at eighteen percent (18%) per year until paid in full. The Association may commence an action against any owner personally obligated to pay the assessments or to foreclose the lien for such assessments against any Lot or both. Any foreclosure action may be brought, at the Board of Director'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, Wisconsin Statutes, to the extent the section is applicable. If an attorney is retained to collect any delinquent assessment, reasonable attorneys' fees, title charges and court costs and other costs incurred by the Association in the collection shall be added to and become a part of the assessment.

ARTICLE VI. CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 6.01 Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authorization may be general or confined to specific instances.

Section 6.02 Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

Section 6.03 Checks. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such Officer or Officers, agent or agents of the Association and in such manner as shall from time to time be determined by or under the authority of a resolution of the Board of Directors.

Section 6.04 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as may be selected by or under the authority of the Board of Directors

ARTICLE VII. LIABILITY AND INDEMNIFICATION

Section 7.01 Liability. The liability of the members, Directors and Officers of the Association shall be limited as from time to time provided in the Wisconsin Statutes, provided the limits shall never be less than those provided in Chapter 184 of the Wisconsin Statutes as in effect on the date of adoption of these bylaws.

Section 7.02 Indemnification. The Association shall indemnify its Officers and Directors as and to the same extent a Wisconsin nonstock corporation is obligated to indemnify its officers and directors under the Wisconsin Statutes, as the Wisconsin Statutes are from time to time amended, except that this indemnification shall never be less than that provided in Chapter 181 of the Wisconsin Statutes as in effect on the date of adoption of these Bylaws.

Section 7.03 Contract Rights; Amendment or Repeal. All rights under this Article shall be deemed a contract between the Association and the Director or Officer pursuant to which the Association and the Director or Officer intend to be legally bound. Any repeal, amendment or modification of this Article shall be prospective only as to conduct of a Director or Officer occurring after such action, and shall not affect any rights or obligations then existing.

Section 7.04 Scope of Article. The rights granted by this Article shall not be deemed exclusive of any other rights to which a Director, Officer, employee or agent may be entitled under any statute, agreement, vote of disinterested Directors or otherwise. The indemnification provided by this Article shall continue as to a person who has ceased to be a Director or Officer in respect to matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

Section 7.05 Insurance. The Association may purchase and maintain insurance, at its expense, to protect itself and any person who is a Director, Officer, employee or agent of the Association against any liability asserted against that person or incurred by that person in any such capacity, or arising out of that person's status as such, whether or not the Association would have the power to indemnify the person against such expense, liability or loss under this Article.

ARTICLE VIII. FISCAL YEAR

Section 8.01 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December in each year.

ARTICLE IX. SEAL

Section 9.01 No Seal. The Association shall not have a seal, and all formal Association documents may carry the designation "No Seal" along with the signature of the Officers.

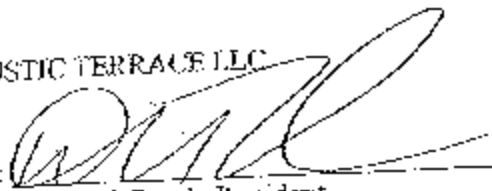
ARTICLE X. AMENDMENT

Section 10.01 Amendment. These bylaws may be amended from time to time by the vote of the members as provided in Article II.

These are the bylaws adopted by consent resolutions of the sole Class B member of the Association dated October 25, 2004.

Dated: October 25, 2004.

RUSTIC TERRACE LLC

By: 
David M. Roark, President

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UNANIMOUS CONSENT RESOLUTIONS
OF SOLE CLASS B MEMBER OF
WESTWYNDE OWNERS ASSOCIATION UA

Undersigned, being the sole Class B Member of Westwynde Owners Association UA (the Association), hereby consents to the following resolutions, such consent to have the same force and effect as a unanimous vote of the Class B Members at a meeting duly called and held.

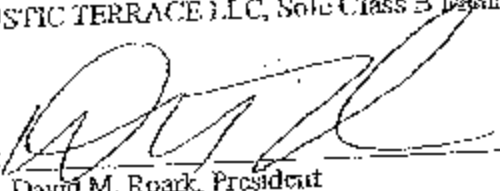
RESOLVED, that the following are elected as the directors of the Association to serve until their successors are elected:

David M. Roark
Ronald E. Smith
Alexia Manel

RESOLVED, FURTHER, that the bylaws of the Association as prepared by counsel and reviewed by the undersigned are approved and adopted.

Dated October 25, 2004.

RUSTIC TERRACE LLC, Sole Class B Member

By: 
David M. Roark, President

**ORGANIZATIONAL CONSENT RESOLUTIONS
OF BOARD OF DIRECTORS**

Undersigned, being all of the directors of Westwynde Owners Association UA, a Wisconsin unincorporated nonprofit association (the Association), consent to the following resolutions, such consent to have the same force and effect as a unanimous vote of the directors of the Association at an organizational meeting duly called and held.

RESOLVED, that

1. The following are elected as the officers of the Association to serve until their successors are elected:

President	Treasurer	David M. Roark
Vice President	Secretary	Ronald E. Smith

2. The actions of Rustic Terrace LLC as organizer in drafting and filing the articles of organization and statement of authority for the Association are ratified and approved.

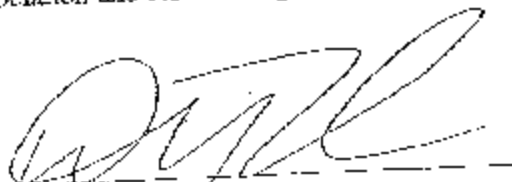
3. The Association shall obtain banking services from AnchorBank Fsb of Madison, Wisconsin. That bank's standard form of depository resolutions is incorporated by reference and is ratified and approved.

4. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

5. The officers are authorized and directed to collect assessments from its members as provided in the Association's bylaws, and to hire persons or entities to perform the services required of the Association.

6. The officers are authorized and directed to take such other and further actions in consummating the organization of the Association and commencing and providing its services as they deem necessary or desirable.

Dated October ____, 2004.



David M. Roark

Ronald E. Smith

Alexia Maas

**CHECKLIST FOR ORGANIZATION OF
WESTWYNDE OWNERS ASSOCIATION UA**

1. Articles of organization
2. Bylaws
3. Consent resolutions of Rustic Terrace LLC
4. Consent resolutions of initial directors of the Association
5. Open a checking account for the Association
6. Sign the bank's initial depository resolutions and insert a copy in the Association's minute book
7. Record the articles of organization
8. Obtain an employer identification number for the Association
9. Obtain any liability and other insurance desired by the Association

WEST WYNDE
ARCHITECTURAL CONTROL

Date Received: _____

The Architectural Committee will need the following information prior to granting approval of submitted plans:
MUST BE FILLED OUT COMPLETELY!!

Lot Owner: _____ Lot No.: _____

Present Address: _____
Street City Zip

Home Telephone No.: _____ Office Phone No.: _____

Builder: _____ Phone No.: _____ Cell or Pager No.: _____

Address: _____
Street City Zip

Two (2) complete sets of house plans will be submitted showing all exterior detail and materials, and the colors of the following materials:

Siding Color: _____ Material _____ Exterior Brick/Stone Color: _____
Soffit Color: _____ Material _____ Exterior Trim Color: _____
Roof Color: _____ Architectural Shingle _____ Exterior Door Colors: _____
Fascia Color: _____ Material _____ Overhead Garage Door Color: _____
Gutters/Dowaspouts: _____ Material _____ Shutters (if any) Color: _____
Adjacent House Colors: _____

Two (2) site plans will be submitted showing to scale and the placement of

- (a) The house on the lot and the driveway. Include well and septic field location unless municipal services are available.
- (b) House Style: _____ Ranch _____ Raised Ranch _____ Two Story _____ Bi-Tri Level _____
Square Footage _____ First Floor _____ Second Floor _____
- (c) Retaining walls (describe material): _____
- (d) Two (2) landscaping plans showing the type of plantings, size of plantings, and their placement prior to landscaping being installed.

The following architectural elements will be required on each plan:

- (a) Shutters and/or window wraps will be required on at least front and side elevations.
- (b) A louver or decorative component will be required on the gable ends of the home.
- (c) Windows will be required on all elevations.
- (d) Roof pitch to be a minimum of 5:10
- (e) Fascia to be at least 8".
- (f) It is important the garage door does not dominate the architectural presence of the public street façade. The garage shall not extend closer to the street than 5 feet in front of the first structural wall of the house façade and any other similar elements including a covered front porch provided the porch is not deeper than 5 feet.

It is the builder and/or lot owners sole responsibility to make sure that all drainage swales are graded and maintained.

It is agreed and understood that Purchaser and Builder have read and understand the recorded Restrictions and Covenants including, but not limited to, landscaping and driveway requirements

By approval of the plans submitted to the Developer or the Architectural Control Committee, neither the Developer nor the Architectural Control Committee shall be responsible for obtaining any approval necessitated by County or Town ordinances, and neither the Developer nor the Architectural Control Committee gives any opinion nor makes any representation as to soil conditions; that a building built pursuant to the plans will be structurally sound; or that the plans or site plan meet any city, county, or state codes or ordinances. Neither the Developer nor the Architectural Control Committee shall have any liability to any builder or lot owner with respect to the construction of and materials used in any building on a lot within the plat. It shall be the Builder and lot owner's sole responsibility to obtain all permits for the construction of any improvements on a lot in the plat

I agree to have my house built according to the plans and information herein submitted.

Lot Owner's Signature

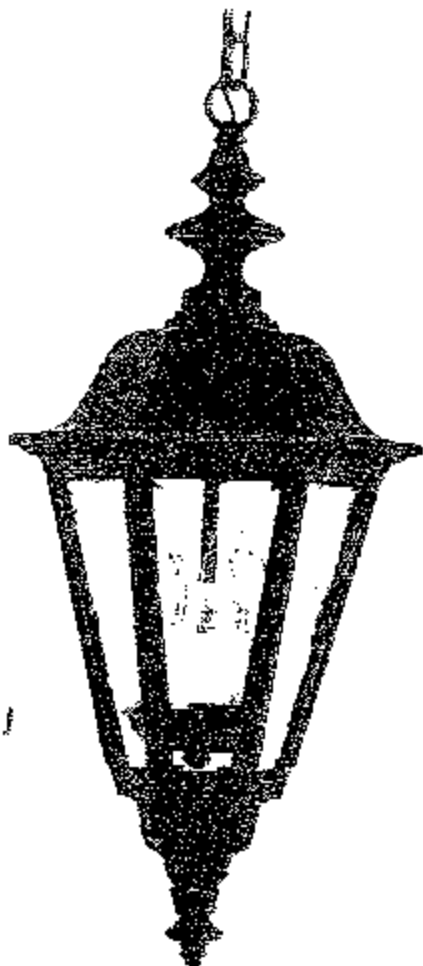
Date

Builder's Signature

Date

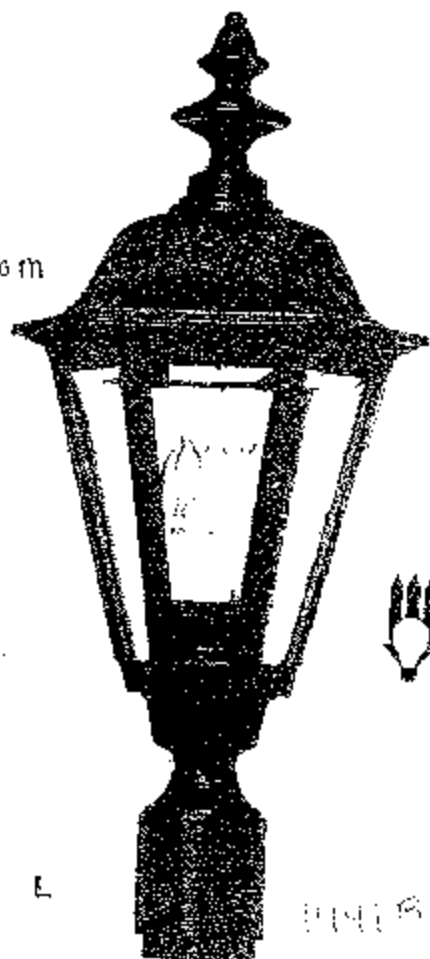
Lot Owner's Signature

Date



Scott

alts. & justweber.com



#149
Quote

Black
Post
#45



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FINISHED

