

DANE COUNTY
REGISTER OF DEEDS

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04/11/2005 07:30:33AM

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Exempt #:

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Pages: 5

**Zoning Ordinance Number 2005-O-09
Approving Planned Development District
Specific Implementation Plan for Lot 12 Belmar**

Legal Description: Lot 12 Belmar

000183

Return to:
Fitchburg City Clerk
5520 Lacy Road
Fitchburg, WI 53711

PIN: 0609 052 0162 3

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MAY - 5 2005

CITY OF FITCHBURG
CLERK'S OFFICE

5/19

**ORDINANCE NO. 2005-O-09
APPROVING PLANNED DEVELOPMENT DISTRICT
SPECIFIC IMPLEMENTATION PLAN FOR LOT 12 BELMAR**

WHEREAS, pursuant to Fitchburg Ordinance No. 87-0-06, section 3 Zoning District Maps were adopted within the corporate limits of the City of Fitchburg until expressly altered by the City Council, and

WHEREAS, Tom Ellefson (aka Unity for Community, LLC) had approved an application, RZ-1366-04, to rezone lot 12 Belmar from Park and Recreation (P-R) and Residential Low-Medium Density (R-LM) to Planned Development District General Implementation Plan (PDD-GIP) to allow a 31 (or a 45 du alternate) single family dwelling unit project by ordinance number 2004-O-46, and

WHEREAS, application has been made by Unity for Community, LLC (RZ-1366-04SIP1) for Planned Development District Specific Implementation Plan (PDD-SIP) zoning for part of lot 12 Belmar, with such zoning to be applicable to lots 2 through 32 of the proposed Renaissance on the Park Plat (request file number FP-1403-05), and

WHEREAS, the Plan Commission held a public hearing and considered the request on March 1, 2005, and

WHEREAS, the Plan Commission has reviewed the application according to the standards outlined in the ordinance, and has determined the request, in conjunction with the proposed conditions, meets said criteria, and

WHEREAS, the Plan Commission has recommended approval, with conditions, of rezoning request RZ-1366-04SIP1 to grant PDD-SIP zoning to lot 12 Belmar specifically for lots 2 through 32 of the proposed Renaissance on the Park plat.

NOW THEREFORE the City Council of the City of Fitchburg, Dane County, Wisconsin does ordain as follows:

1. That Planned Development District Specific Implementation Plan (PDD-SIP) Zoning for Lot 12 Belmar is hereby granted for lots 2 through 32 (including street right of ways to be dedicated to the public and outlot 3) of the proposed Renaissance on the Park plat. Outlot 2 shall remain zoned PDD-GIP, with PDD-SIP zoning dependant upon use as park land or as single family home sites as noted in the Joint Agreement approved by R-85-04.

2. The PDD-GIP zoning shall be subject to the following conditions:

A. Approval is based on: (i) Specific Implementation Plan for Renaissance on the Park

Subdivision information dated January 30, 2005, (ii) Addendum to this document dated February 15, 2005 (iii) Deed restrictions with amendments as noted in the addendum and (iv) the final plat dated February 22, 2005.

B. Approval and recording of the final subdivision plat to divide lot 12 into the appropriate lots. No building permits may be issued for any lot until all appropriate public improvements have been accepted by the City.

C. A development agreement with the City of Fitchburg for the installation of public improvements by the developer, and to include payment of required park fees, shall be entered into before execution of a final plat.

D. The developer pays a park improvement fee of \$13,600 (2005 fees) for the 31 single family lots to be created.

E. Park land to be provided shall be in accord with the Joint Agreement approved by R-85-04, and in accord with GIP ordinance 2004-O-46.

F. The applicant provide deed restrictions for final approval by City staff to effect the requirements of section 2H i through viii.

G. Final deed restrictions shall add the following under section Vi. 6., as required by the Plan Commission on 3/1/05: All exterior backup walls shall be covered with a water barrier.

3. Lot 1 and outlot 1 of the plat are zoned Park and Recreation, with lot 1 to be provided to the Boys and Girls Club of Dane County as provided under the Joint Agreement approved in late 2004 by Resolution R-85-04, and outlot 1 to be used for municipal park purposes.

4. Approval of this ordinance does not waive or deem satisfied any other approvals or permits otherwise required to be met under resolution R-85-04, or under any other local, state, or federal rule, regulation, ordinance, statute or law.

5. Waivers to land division ordinance requirements were provided by R-05-05 approving the Preliminary Plat for Renaissance on the Park. The waivers are provided due to the unique and distinct circumstances presented by lot 12 Belmar, which include but are not limited to: the time of platting and the related land use conditions of meeting the public goals of reduced density, provision of single family homes; traffic reduction brought about by reduced density; useable public space near a challenged neighborhood; and the time frame it has taken this parcel to develop. Provision of single family housing in this area, to meet these goals, has been noted in the 1995 Development/ Redevelopment Plan, the 1999 BUILD Study, which were reinforced by the rezoning to R-LM, and the land use plan amendment approved by R-05-04 for lots 12 and 13 Belmar. The conditions presented in this situation are unlikely to be present to this degree in any other situation within the City; therefore the use of similar waivers is not expected to occur as there is not considered to be a practical situation providing similar circumstances.

6. Nothing herein contained shall be deemed as approval of any item not specifically approved herein. In particular the applicant shall obtain public works approval over all infrastructure layout, plans and documents.

7. The provisions of this ordinance shall be deemed severable, and it is expressly declared that the City Council would have passed the other provisions of this ordinance, irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance, or the application thereof, to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to others persons or circumstances shall not be affected thereby.

8. Outlot 3 of the plat shall be owned by the developer, or heirs, successors and assigns. However, in the future outlot 3 may be teamed with lot 13 Belmar and added to land on lot 13 to become additional housing sites.

9. Applicant shall pay publication costs in lieu of two meeting process which would otherwise be necessary if adopted by an enabling ordinance.

10. This ordinance shall take effect following its publication, or the consent of the property owner, whichever occurs last. However, in accord with section 22.92 of the zoning code, owners shall consent within 30 days of approval for this PDD-GIP amendment and PDD-SIP zoning to take effect.

The above and foregoing ordinance was duly adopted by the City Council of the City of Fitchburg, at a regular meeting held on the 8th day of March, 2005.

Karen A. Peters
Karen A. Peters, City Clerk

Approved: 3/16/05

Thomas Clauder
Thomas Clauder, Mayor

STATE OF WISCONSIN)ss.
COUNTY OF DANE

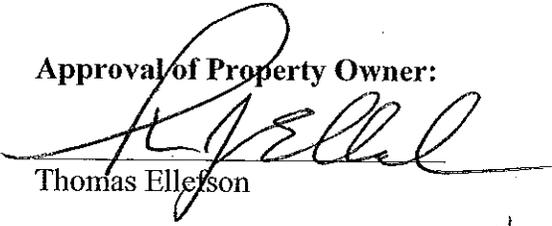
Personally came before me this 16 day of March, 2005, the above named Karen A. Peters, and Thomas Clauder to me known to be the City Clerk and Mayor (respectively) of the City of Fitchburg, and the persons who executed the foregoing instrument and acknowledged the same.

Ruth M Becker

Notary Public, State of Wisconsin
My Commission Expires: 8/13/2006

000187

Approval of Property Owner:

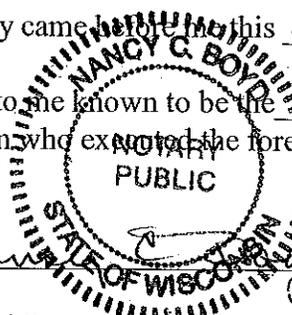

Thomas Ellefson

Date: 3/25/2008

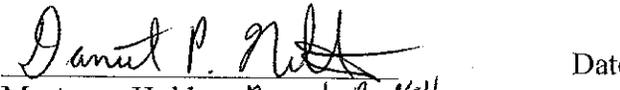
Personally came before me this 25th day of March, 2005, the above named Thomas

Ellefson to me known to be the member of Unity for Community and the person who executed the foregoing instrument and acknowledged the same.


Notary Public
My Commission Expires: 04-09-06

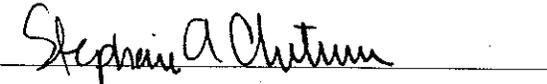


Consent of Mortgage Holder:


Mortgage Holder Daniel P. Nellen
Vice President MFI Bank

Date: 3/24/05

Personally came before me this 24th day of March, 2005, the above named Daniel P. Nellen to me known to be the Vice President of MFI Bank and the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My Commission Expires: 9/9/07



Specific Implementation Plan
For
Renaissance on the Park Subdivision
A re-division of
Lot 12 Belmar Planned Development District
City of Fitchburg, Wisconsin

January 30, 2005

Developer:
Unity for Community, LLC
C/o The Ellefson Companies
1018 Gammon Lane, Suite 100
Madison, WI 53719

Prepared by:

Lewis A. Averill, P.E.
1037 Davies Road
Spring Green, WI 53588
(608) 588-7842

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GENERAL

The Renaissance on the Park Subdivision is being developed as a Planned Development District under the requirements of the City of Fitchburg Zoning Ordinance. It is a re-division of Lot 12 Belmar Subdivision and includes all of the land encompassed by lot 12. The proposed development will consist of a single-family residential subdivision with three outlots, 31 residential lots and 1 lot for development of a recreational facility.

The Fitchburg Common Council approved PDD GIP zoning for the parcel on November 23, 2004 by adoption of Ordinance 2004-O-46. The ordinance as approved is included herein as Appendix A.

The proposed development of Renaissance on the Park is also subject to the requirements of a Resolution Approving Agreement for Joint Project for Lot 12 of Belmar Neighborhood, Resolution R-85-04. The resolution was also approved by the Fitchburg Common Council on November 23, 2004 and is included herein as Appendix B. The Joint Agreement is attached as Appendix C.

The Fitchburg Common Council approved a Preliminary Plat of Subdivision of Renaissance on the Park on January 11, 2005. A copy of the approved Preliminary Plat is included as Appendix D.

LAND DIVISION

Renaissance on the Park will be developed as a single-family subdivision with individual lots fronting on public streets. Houses will be constructed on the lots in accordance with the requirements of the zoning ordinance. The land division will be created by recording the Final Plat of Renaissance on the Park. The final plat is submitted herewith for consideration and approval by the City.

The details of the land division are included on the Final Plat and include lot dimensions, lot areas, street rights-of-way, etc. The final plat is identical to the approved Preliminary Plat which conformed to the site plan exhibits submitted for the zoning of the parcel. Included in the Final Plat are all of the lands of Lot 12 Belmar Subdivision.

COMPLIANCE WITH JOINT PROJECT AGREEMENT

The land division by subdivision plat is being submitted at this time to meet the requirements of paragraph 1 of the Joint Project Agreement. It will divide, by Outlot 1 and Lot 1, those lands necessary to convey to the City 3.16 Acres of the "Playground Parcel" from the remainder of Lot 12 Belmar Subdivision.

Paragraphs 2 through 10 of the agreement pertain to the development of the BG CDC facility on Lot 1 of the proposed Plat. The proposed land division and creation of Lot 1 and Outlot 1 facilitate compliance with those requirements by BG CDC.

Outlot 2 of the subdivision will be created to meet the requirements of paragraph 11 of the Joint Project Agreement. Outlot 2 is of sufficient size to meet the requirements of paragraph 11. Included in Appendix E is a proposed layout for creation of the "Alternative Housing Development" lots within the area of Outlot 2 as allowed under the provisions of Paragraph 11 in the case that the BGCDC does not develop their facility on Lot 1 or close on the purchase of Lot 1 by March 1, 2006.

It is the Developer's intent to pay park improvement fees in the amount of \$13,600 as stated in the conditions of the approval of the Preliminary Plat and required by paragraph 12. The Developer will install all improvements in the streets fronting on parkland as shown on the construction documents described later.

If the Developer proceeds with the development of the Alternative Housing Development in the area of Outlot 2, it is his understanding that he will pay the requisite Park Improvement Fees and Fee in Lieu of Dedication at the rates established for the year in which that development occurs, per the requirements of Paragraph 13.

Paragraph 14 of the agreement sets forth Size Restrictions and Price Restrictions for some of the homes in Renaissance on the Park. It is the Developer's intent to meet the requirements of said Paragraph 14 as stated therein.

It is the Developer's intent to meet all of the requirements and conditions set forth in Paragraph 15 concerning owner-occupancy.

The plans for the improvements and the Developer's Agreement for the project will provide for compliance with paragraph 16.

The Developer agrees to all terms of paragraphs 17 through 22 of the agreement.

COMPLIANCE WITH THE APPROVED PDD GIP

Ordinance No. 2004-O-46 is attached hereto as Appendix A. Compliance with the terms of that ordinance are described as follows:

1. The proposed Subdivision, Renaissance on the Park, creates parcels of land that conform to the descriptions and requirement. The areas of the park easements which are being used for public street purposes are so noted on the final plat. An area of 7,545.3 square feet (0.173 Acres) of the park easement will be converted to public street right-of-way for construction of Sentinel Pass.
2. The PDD-GIP zoning is subject to the following conditions:
 - A. The proposed subdivision conforms to the 31-lot layout submitted at the meeting of Nov. 11, 2004. An additional lot, Lot 1, was created to define the BGCDC parcel, bringing the total lot count to 32. The 45-lot layout as shown in appendix

E is the secondary option in the event that the BGCDC does not develop their facility on Lot 1.

- B. The plat to divide Lot 12 is submitted along with this SIP.
 - C. The Developer and City will enter into a Developer's Agreement for this project.
 - D. The Common Council of the City of Fitchburg approved the Joint Agreement at their meeting on November 23, 2004. (Appendix C)
 - E. The Developer will pay a Park Improvement Fee based on the current 2005 fee schedule.
 - F. The area of Park Easement being converted to Public Street Right-of-way, 7,545.3 square feet, is included in the area of Outlot 2 per the agreement. As set forth in the plans and the Developer's Agreement, the Developer will pay for all improvements in Sentinel Pass and Renaissance Drive fronting on the park area.
 - G. Outlot 2 consists of a total of 2.23 Acres of land to meet the requirements of this paragraph. If the Alternative Housing Development occurs on Outlot 2, the Developer will conform to the remaining requirements of this paragraph.
 - H. Deed Restrictions meeting or exceeding the requirements of Paragraph H are included herewith as Appendix F.
 - I. Sidewalks are shown on the site development drawings in locations agreed to by City Staff.
3. Noted.
4. A review of Chapter 15 of the City Ordinances, "Land Division Ordinance", indicates that following waivers from those requirements:

15.02(3) Contract and Security for Improvements

(A) Contract. As presented to the Plan Commission, it is the developer's intent to stage construction of the project. The phasing of construction has not been determined at this point, but will be addressed at the time of submittal of the Final Plat for phase I and the SIP. (No waiver required, just a point of information)

15.02(4) Dedication and Reservation of Land

(B) Dedication of Parks, Playgrounds, Recreation and Open Spaces. The transfer of ownership of lands for park purposes is included in the terms of Resolution R-85-04 and Zoning Ordinance Number 2004-O-46. Therefore, the lands of Outlots 1 and 2 are (or should be) shown as "Reserved for Park Purposes". The designation on Outlot 2 of the submitted Preliminary Plat is incorrect and will be revised to read, "Reserved for Park land." This is a waiver by written agreement.

All requirements of this section of the ordinance are met by the terms of the resolution agreement.

15.04 Preliminary Plat

15.04((5) Covenants. Covenants and Restrictions have not been submitted at this time, however, some terms of those requirements are included in Resolution R-85-04 and Zoning Ordinance Number 2004-O-46. Finalized Covenants and Restrictions will be submitted at the time the Final Plat for Phase I and the SIP are submitted.

15.08 Design Standards

15.08(1)(D) No temporary turnarounds are provided at the southern termination of the two streets. None were shown on the exhibits to Zoning Ordinance Number 2004-O-46.

15.08(4)Street Design Standards (A) Street Right-of-Way width of 50 feet was approved under the terms of Zoning Ordinance Number 2004-O-46.

15.08(4)(D)(1) Radii of Curvature. The intersection of Sentinel Pass, an east-west street, and Renaissance Drive, a north south street, is a right angle intersection of two separate streets. The house numbering will change at the corner. Paragraph (D) states that a "continuous" street must be designed with a minimum 150-foot radius. We contend that this intersection does not fall under this requirement because it is not a continuous street.

If the City interprets this requirement (continuity) differently, then a waiver is required to allow a centerline radius of 40 feet.

The same condition occurs at the intersection of Equity Lane and New Hope Lane.

The street configuration is identical to that presented on the exhibits to Zoning Ordinance Number 2004-O-46.

15.08(4)(D)(2). A tangent length of approximately 72.3 feet is proposed between the point of tangency at the north end of Renaissance Drive and a reverse curve whose point of curvature is located at approximately station 3+25 in Renaissance Drive. The code requirement is 100 feet and would be difficult to attain. The street layout is identical to that shown on the exhibits to Zoning Ordinance 2004-O-46.

15.08(6) Blocks

15.08(6)(B) The block south of Aztec Trail between Renaissance Drive and Independence Trail is less than 600 feet in length due to the overall size of the parcel being divided. The plan is identical to that of the exhibits to Zoning Ordinance Number 2004-O-46.

15.08(7) Lots

15.08(7)(E) The following lots do not have 50 foot frontage on a public street.

Lot 19, 48.13 feet frontage, setback distance 20 feet, width at setback 50 feet.

Lot 20, 46.90 feet frontage, setback distance 20 feet, width at setback 50 feet.

Lot 25, 33.68 feet frontage, setback distance 30 feet, width at setback 51.94 feet.

Lot 26, 34.62 feet frontage, setback distance 30 feet, width at setback 51.83 feet.

Lot 27, 36.32 feet frontage, setback distance 30 feet, width at setback 51.58 feet.

The waiver for lot widths was included in our letter dated October 18 although we did not include specific lot numbers at that time. The site plan is identical to the exhibits to Zoning Ordinance Number 2004-O-46.

15.08(8) Building Setback Lines. The setback lines were included in the exhibits to Zoning Ordinance Number 2004-O-46. They are shown on the Preliminary Plat.

15.08(9) Utility and Drainage Easements Sidewalk easement locations are included as required by Zoning Ordinance Number 2004-O-46.

15.09 Required Improvements

15.09(1) Streets. Pavement widths, curb and gutter and walk dimensions are included in Zoning Ordinance Number 2004-O-46 and allow construction of asphalt pavement to a width of 31 feet face to face of curb. Concrete Curb and Gutter is to be 24" wide. Sidewalks are to be 5 foot wide located as shown on the Preliminary Plat.

15.09(8) Sidewalks. Sidewalks are to be constructed in the locations described in Zoning Ordinance Number 2004-O-46 and as shown on the Preliminary Plat. Sidewalk construction on both sides of the street is not required by the zoning ordinance.

15.09(9) Street Frontage for Dedicated Parkland. The Developer is providing improved street frontage for reserved parkland in the amount of 538.42 feet. The requirement is 186 feet. All requirements of this section are satisfied as noted in Resolution R-85-04 and Zoning Ordinance Number 2004-O-46.

15.10 Required Improvements Procedure

15.10(7) Street Construction. The requirements of this section will be met as described previously for the approved street construction standards per Resolution R-85-04 and Zoning Ordinance Number 2004-O-46.

15.14 Building Permits.

The Developer may request building permits for lots 5-9 fronting on Red Arrow Trail prior to completion of site improvements for interior lots. This item will be address at the time the final plat is submitted along with the Developer's Agreement and the SIP.

5. It is the Developer's intent to proceed with the subdivision as submitted for Renaissance on the Park, however, if BGDCDC does not proceed with their development on Lot 1, the Developer will proceed with the Alternative Housing Development of Outlot 2.
6. Noted
7. The Alternative Housing Development, 45 Lot proposal, is modified to accommodate constructed phases of the subdivision. The revised layout is included herein as Appendix E.
8. Noted
9. Noted
10. Noted
11. Noted

DEVELOPMENT PLANS

The details for construction of site improvements, sewer and water mains, pavement, curb and gutter, sidewalks, etc. are included in the Site Development Plans as submitted to the City under separate cover. Those plans are currently under review.

The details for the construction of the homes within the subdivision will be submitted at the time building permits are requested. In general, there will be at least three different model homes with several different exterior design treatments for each home. The homes will consist of a ranch, two-story and tri-level designs. Garage locations, etc., will conform to the requirements set forth in the GIP and Joint Agreement.

The development will include construction of a stormwater management facility in a public easement in Lot 13 Belmar. Those plans and a stormwater management report have been prepared and submitted to the City under separate cover. The Management Plan conforms to all requirements of City ordinances.

DEVELOPMENT SCHEDULE

All of the improvements for the development will be installed by private contractors subject to City approval and City Inspection. The development of the BGCDC facility on Lot 1 will not be included as part of the development of Renaissance on The Park, but will be handled separately by others.

The development will be constructed in three phases:

Phase I --Lots 1 and 5 through 12.

Construction will include sewer and water laterals in Red Arrow Trail and sidewalk along the frontage. Minimal lot grading will be required. Erosion control will be installed as will public utilities along the rear lot line. Building permits will be requested as soon as laterals are installed. It is planned that this work will be completed by April 15, 2005.

Phase II – Lots 2 through 4 and 13 through 20, and Outlot 1.

Construction will include site grading of the entire site, installation of the stormwater management and erosion control facilities for the entire site and paving and utilities in Sentinel Pass and Renaissance Drive. Phase II construction will occur during the spring and summer of 2005.

Phase III – Lots 21 through 32 and Outlot 2.

Construction will include installation of utilities, walks and paving in the remaining streets. Construction may begin in fall 2005 or later depending on the demand for homes.

It is anticipated that the project build-out will extend over a period of two to three years.

PROOF OF FINANCING CAPABILITES

A letter of reference from a financial institution is being submitted under separate cover.

APPENDIX A
ORDINANCE 2004-O-46

**Zoning Ordinance Number 2004-O-46
Approving Planned Development District
General Implementation Plan and Park and
Recreation Zoning for Lot 12 Belmar**

Legal Description: Lot 12 Belmar

Return to:
Fitchburg City Clerk
5520 Lacy Road
Fitchburg, WI 53711

PTN: 6609 052 0162 3

Plan Commission
Initiated by

T. Hovel
Drafted by

Rev. 11/17 November 11, 2004
Date

**ORDINANCE NO. 2004-O-46
APPROVING PLANNED DEVELOPMENT DISTRICT
GENERAL IMPLEMENTATION PLAN and PARK and RECREATION ZONING
FOR LOT 12 BELMAR**

WHEREAS, pursuant to Fitchburg Ordinance No. 87-0-06, section 3 Zoning District Maps were adopted within the corporate limits of the City of Fitchburg until expressly altered by the City Council, and

WHEREAS, Tom Ellefson has submitted application RZ-1366-04 to rezone lot 12 Belmar from Park and Recreation (P-R) and Residential Low-Medium Density (R-LM) to Planned Development District General Implementation Plan (PDD-GIP) to allow a 31, or a 45 unit alternate, single family dwelling unit project, and

WHEREAS, the Plan Commission held a public hearing and considered the request on November 2, and November 16 2004, and

WHEREAS, the Plan Commission has reviewed the application according to the standards outlined in the ordinance, and has determined the request, in conjunction with the proposed conditions, meets said criteria, and

WHEREAS, the Plan Commission has recommended approval, with conditions, of rezoning request RZ-1366-04 to rezone lot 12 Belmar from P-R and R-LM to PDD-GIP and P-R.

NOW THEREFORE the City Council of the City of Fitchburg, Dane County, Wisconsin does ordain as follows:

1. That Planned Development District General Implementation Plan (PDD-GIP) Zoning for Lot 12 Belmar is hereby granted, except that any land areas to be desded to the City of Fitchburg under either option shall be zoned Park and Recreation and that the current playground easement areas as shown on the Belmar Plat (Vol 32 pp. 14-15 document # 1167906), and the added playground easement area (Vol 14984 p. 54, document # 2231783) shall retain or be zoned Park and Recreation except for the areas of such playground easements used for street shall be zoned to the Planned Development District; such final areas to be noted in any plat, and the Specific Implementation Plan (SIP) to be submitted.

2. The PDD-GIP zoning shall be subject to the following conditions:

A. Approval is based on general information dated Sept. 21, 2004, as revised by a 31 lot layout submitted at the meeting of Nov. 11, 2004 (which replaces a 32 layout option

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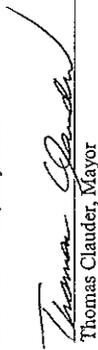
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layout, plans and documents.

- 7. The 45 dwelling unit proposal is based on a plan of 9/21/04. The applicant and city may agree on alterations to either proposal (option) at a later stage in the approval process, and unless a major change in the ultimate opinion of the Plan Commission, a new GIP shall not be required.
- 8. The provisions of this ordinance shall be deemed severable, and it is expressly declared that the City Council would have passed the other provisions of this ordinance, irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance, or the application thereof, to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to others persons or circumstances shall not be affected thereby.
- 9. Applicant shall pay publication costs in lieu of two meeting process which would otherwise be necessary if adopted by an enabling ordinance.
- 10. This approval shall be null and void if Ellefson has not closed on the purchase of lot 12 Belmar on or before December 30, 2004.
- 11. This ordinance shall take effect following its publication, or the consent of the property owner, whichever occurs last. However, in accord with section 22.92 of the zoning code, owners shall consent within 30 days of approval for this PDD-GIP amendment and PDD-SIP zoning to take effect.

The above and foregoing ordinance was duly adopted by the City Council of the City of Fitchburg, at a regular meeting held on the 23 day of November, 2004.

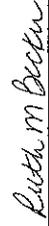

Karen A. Peters, City Clerk


Thomas Claudner, Mayor

Approved: 11/30/04

STATE OF WISCONSIN)ss.
COUNTY OF DANE

Personally came before me this 30 day of November, 2004, the above named Karen A. Peters, and Thomas Claudner to me known to be the City Clerk and Mayor (respectively) of the City of Fitchburg, and the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin

zoning code shall control any other accessory uses on the single family lots.

viii. The approval allows limited vocational activities as identified in Section 22.22(2) of the zoning code

- 1. The 31 dwelling unit proposal shall provide for a sidewalk to be located adjacent to lots 1 through 5 as noted on the 11/2/04 submitted layout with such sidewalk running in an easement of at least seven (7) feet wide between lots 4 and 5 to the park boundary. Sidewalks shall be maintained by the property owners to the extent all property owners are required to maintain their sidewalks in the City.
- 3. Approval of this ordinance does not waive or deem satisfied any other approvals or permits otherwise required to be met under resolution R-85-04, or under any other local, state, or federal rule, regulation, ordinance, statute or law.
- 4. Waivers to land division ordinance requirements are hereby allowed for:
 - A. Reduced right of way width to no less than 50' wide.
 - B. Reduced roadway width to 28' pavement width and 31' width face of curb to face of curb.
 - C. Placement of sidewalk so as to not be on both sides of all streets.
 - D. Street geometrics shall be reviewed at the time of the preliminary plat and Specific Implementation Plan (SIP), and certain waivers may be necessary to accomplish proposed layouts (layouts referring to the preferred option of 31 dwelling units, or the secondary option of a maximum of 45 dwelling units).

The waivers are provided due to the unique and distinct circumstances presented by lot 12 Belmar, which include but are not limited to: the time of platting and the related land use conditions of meeting the public goals of reduced density, provision of single family homes; traffic reduction brought about by reduced density; useable public space near a challenged neighborhood; and the time frame it has taken this parcel to develop. Provision of single family housing in this area, to meet these goals, has been noted in the 1995 Development/ Redevelopment Plan, the 1999 BUILD Study, which were reinforced by the rezoning to R-LM, and the land use plan amendment approved by R-05-04 for lots 12 and 13 Belmar. The conditions presented in this situation are unlikely to be present to this degree in any other situation within the City; therefore the use of similar waivers is not expected to occur as there is not considered to be a practical situation providing similar circumstances.

5. The City hereby approves two different projects, with the preference being the 31 dwelling unit proposal, and the secondary project being a maximum 45 dwelling unit proposal. (See Exhibits A and B). The secondary option (the maximum 45 du proposal) shall be instituted only if the payments and related guarantees for the preferred option 31 dwelling unit option are not complied with in the time frames so allocated under the joint agreement for lot 12 Belmar Neighborhood as noted in point 2D above.

6. Nothing herein contained shall be deemed as approval of any item not specifically approved herein. In particular the applicant shall obtain public works approval over all infrastructure

My Commission Expires: 8/13/2006

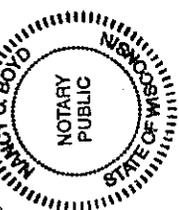
Approval of Property Owner:

[Signature]
Byron Jevne, President
Belmar Development Corp.

Date: 12/9/04

Personally came before me this 9th day of December, 2004, the above named Byron Jevne, to me known to be the President of the Belmar Development Corporation and the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission Expires: 04-09-06



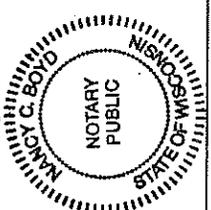
Approval of Optima Holder:

[Signature]
Thomas Ellifson, Sole Member
Unity for Community II, LLC

Date: 12/8/2004

Personally came before me this 8th day of December, 2004, the above named Thomas Ellifson to me known to be the sole member of Unity for Community II, LLC and the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission Expires: 04-09-06



~~NOT SUBJECT TO ANY MORTGAGES
OR OTHER MORTGAGE HOLDERS.~~

Date: _____

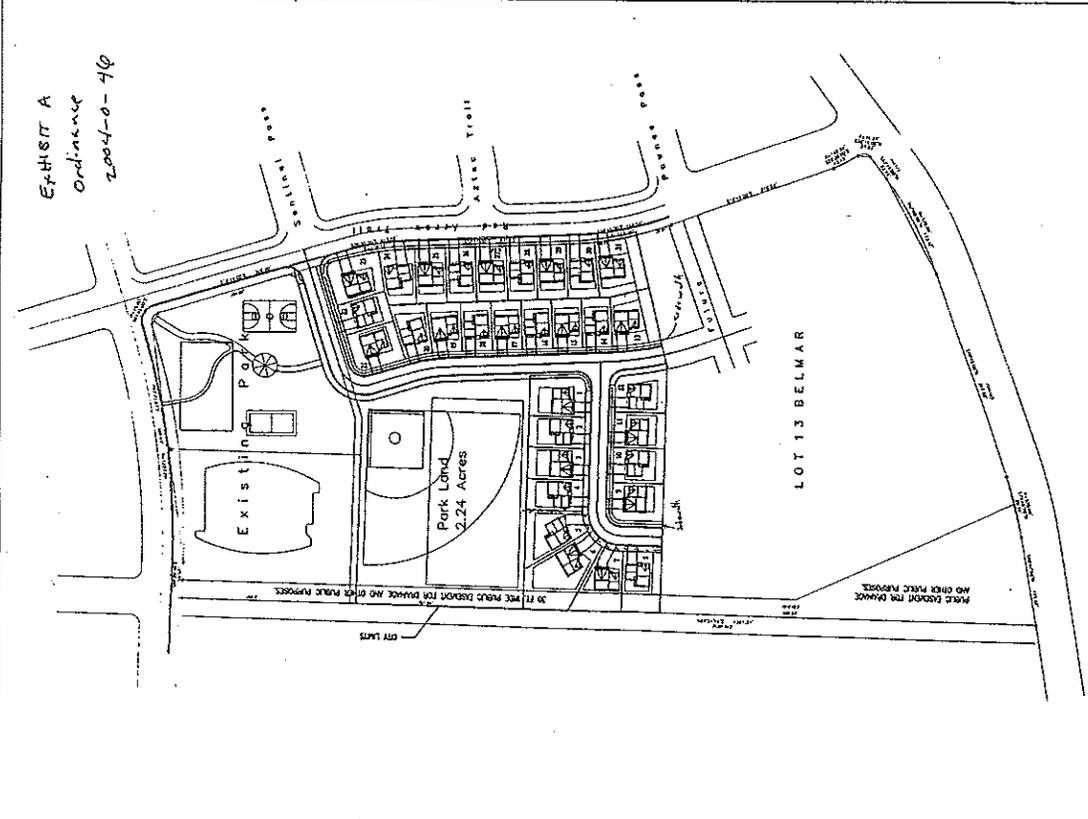
Mortgage Holder

Personally came before me this _____ day of _____, 2004, the

above named _____ to me known to be the _____ of _____ and the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission Expires: _____

EXHIBIT A
Ordinance
2004-0-70

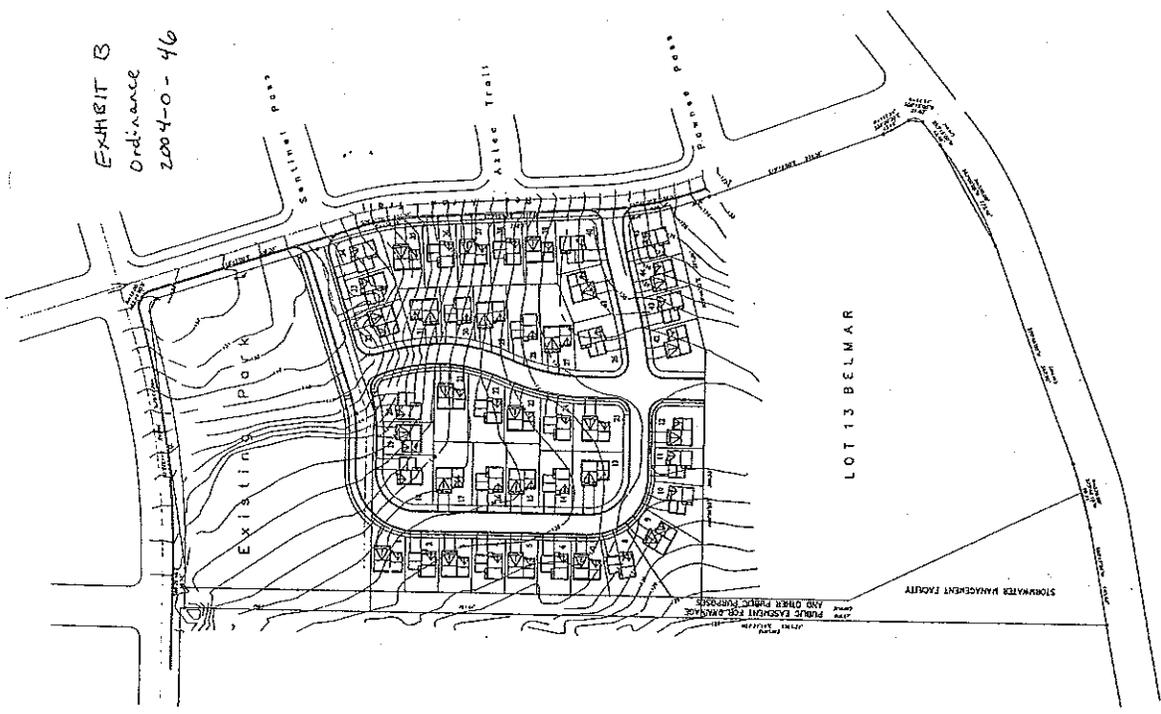


PLAN DATE: 9/19/04
SCALE: 1"=40'

ALTERNATE "D" SITE PLAN
for
THE ELLEFSON COMPANIES
LOT 13, BELMAR SUBDIVISION
City of Elkburg, Wisconsin

JAWS A. AVERILL, P.E.
1087 DAVIES ROAD
FRING GREEN, WISCONSIN

EXHIBIT B
Ordinance
2004-0-46

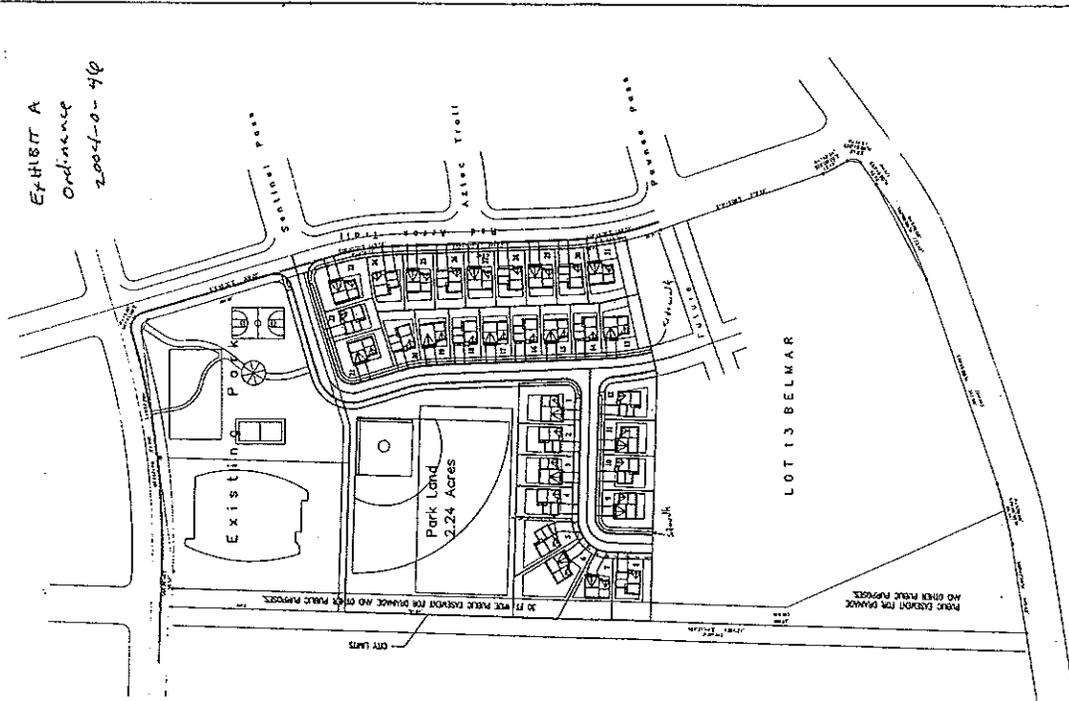


PLAN DATE: 9/19/04
SCALE: 1"=40'

ALTERNATE "A" SITE PLAN
for
THE ELLEFSON COMPANIES
LOT 13, BELMAR SUBDIVISION

JAWS A. AVERILL, P.E.
1087 DAVIES ROAD
FRING GREEN, WISCONSIN

EXHIBIT A
Ordinance
2004-0-40



LEWIS A. AVERILL, P.E.
1027 DAVIES ROAD
FRING GREEN, WISCONSIN

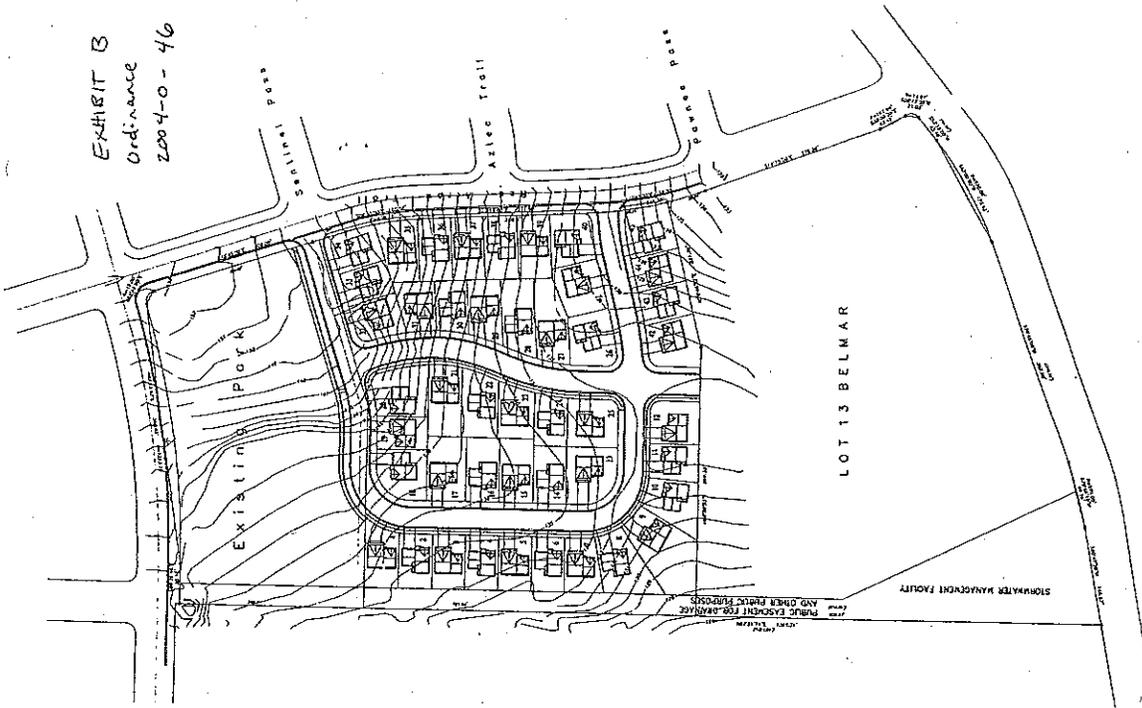
ALTERNATE "D" SITE PLAN
for
THE ELLEFSON COMPANIES
LOT 13, BELMAR SUBDIVISION
City of Belmar, Wisconsin

PLAN DATE 8/19/04



SCALE 1"=40'

EXHIBIT B
Ordinance
2004-0-46



LEWIS A. AVERILL, P.E.
1027 DAVIES ROAD
FRING GREEN, WISCONSIN

ALTERNATE "A" SITE PLAN
for
THE ELLEFSON COMPANIES
LOT 13, BELMAR SUBDIVISION

PLAN DATE 8/19/04



SCALE 1"=40'

APPENDIX B
RESOLUTION R-85-04

Mayor Thomas Clauder
Introduced By

City Attorney
Drafted By

Plan Commission (primary)
Parks Commission
Public Safety and Human Services
Finance Committee
Referred to

COPY

November 9, 2004
Date

**RESOLUTION R-85-04
APPROVING AGREEMENT FOR JOINT PROJECT FOR LOT 12 OF BELMAR
NEIGHBORHOOD**

WHEREAS, Lot 12 of the Belmar Neighborhood Development in the City of Fitchburg is currently owned by Byron Jevne and consists of 10.26 acres (the "Property"); and

WHEREAS, the City of Fitchburg has an easement for playground purposes on 3.33 acres of the Property ("Playground Easement"); and

WHEREAS, Boys & Girls Club of Dane County ("BGCDC") has requested to build a community-focused Boys & Girls Club to provide programs for youth as well as parents and other family members ("Facility") on 1.2 acres of the Playground Easement; and

WHEREAS, by Resolution R-70-04, the Fitchburg Common Council agreed that it would allow BGCDC to locate and build a Facility on the Property contingent upon the following:

1. Execution of a mutually acceptable lease/purchase agreement(s) as to all terms and conditions as to BGCDC's occupancy of the Facility and/or Property;
2. The City obtaining fee title to the 3.33 acre Playground Easement property; and
3. An equal or greater amount of parkland be provided to offset the loss of parkland.

WHEREAS, the Ellefson Companies ("Ellefson") currently has an Offer to Purchase the Property, with a closing date of December 30, 2004; and

WHEREAS, with respect to that portion of the Property that is not subject to the Playground Easement, Ellefson proposes to develop an affordable housing development consisting of either 31 units or, in the alternative, up to 45 units; and

WHEREAS, Ellefson proposes to build the 31 unit affordable housing development in the event that no later than March 15, 2005, BGCDC executes a Purchase Agreement and guarantees payment regarding location of the Facility on Lot 12 as more fully described in the attached Agreement; and, in the alternative, Ellefson proposes to build the affordable housing development consisting of up to 45 units in the event BGCDC does not execute a Purchase Agreement and guarantee payment as set forth in the attached Agreement by March 15, 2005; and

WHEREAS, Ellefson has requested rezoning from Residential – Low-Medium Density (R-LM) to Planned Development – General Implementation Plan (PDD-GIP) for Ellefson’s development of Lot 12, which may include either 31 affordable housing units or the alternative proposal not to exceed 45 units, and Ellefson has requested approval on or before November 24, 2004; and

WHEREAS, Ellefson and BGCDC request that their respective projects be treated as one joint project (“Joint Project”) for purposes of resolving the issues addressed by this Resolution and the attached Agreement, however each project will otherwise be reviewed on an independent basis for any additional approvals required by the City; and

WHEREAS, the City of Fitchburg Dane County Build Study dated November 1999 (“Build Study”), references the City of Madison’s 1990 “Allied Drive-Dunn’s Marsh Neighborhood Plan” that describes the neighborhood within which the Property is located as experiencing “physical, social, and economic changes, along with a upsurge in crime” and the Build Study sets forth the following priorities and intentions with respect to land use and development of Belmar Lots 12 and 13:

1. Provide affordable homeownership opportunities.
2. Stabilize the adjoining single family Belmar Subdivision area, mainly by reducing uncertainty associated with this large area of multi-zoned land.¹
3. Provide a reduction in density of development.
4. Increase the livability of the neighborhood.
5. Enhance the recreational opportunities to residents, through further development of Belmar Park.
6. Provide a reduction in traffic as a result of developing at a lower density.

WHEREAS, the Common Council deems that the Joint Project is unique in that it address a variety of public interests and concerns regarding the Belmar Neighborhood including providing affordable homeownership opportunities and stabilization of Lot 12 by providing certainty regarding development of Lot 12; and

WHEREAS, the Common Council deems it to be of particular public interest to locate the Facility in the Belmar Neighborhood in order to enhance the recreational opportunities to residents; and

WHEREAS, the Common Council deems it to be of particular public interest to provide affordable housing in the City of Fitchburg provided certain provisions are made to keep a portion of the property affordable upon initial sale; and

WHEREAS, the Common Council, by Resolution R-05-04, previously determined as follows regarding Lots 12 and 13 of the Belmar Neighborhood:

¹ The property has since been rezoned R-LM by Ordinance 2004-O-07.

The property should be developed to provide entry level housing in a detached or attached configuration to promote homeownership, but the majority of the site should be single family detached housing units. Creative design, housing options, and lot layout should be explored to create the highest quality, pedestrian oriented, affordable residential neighborhood as possible.

WHEREAS, under Fitchburg Ordinance 22.85(4), as a basis for determining the acceptability of a PDD, the City may consider whether provision is made for the preservation and maintenance of open spaces either by public reservation or dedication to public entities or commitment to preservation by a private entity; and

WHEREAS, in order to meet the public interests and concerns addressed herein, in order to encourage both the location of the Facility and the 31 unit affordable housing development in the City,² and in order to reduce the cost of such housing and to make it more affordable, the Common Council believes it to be in the public interest for the City to either provide a grant to Ellefson or purchase the underlying interest in the Playground Easement property; and

WHEREAS, in the event BGCDC does not locate on Lot 12 as set forth herein, the Common Council deems it to be of public interest to provide affordable homeownership opportunities and stabilization of Lot 12 by providing certainty regarding development of Lot 12 by location of the alternative affordable housing development consisting of up to 45 units.

NOW THEREFORE, BE IT RESOLVED by the Fitchburg Common Council that the Joint Project as set forth in the Agreement attached hereto as Exhibit A is approved and that the Mayor, City Administrator and City Clerk are authorized and shall sign it upon approval as to form by the City Attorney, who is hereby authorized to make any changes deemed necessary to conform with the intent of this Resolution, as approved by the Mayor.

BE IT FURTHER RESOLVED, that the Common Council determines that the promises, covenants, and obligations and requirements in the attached Agreement constitute a condition of BGCDC's approval to locate the Facility on Lot 12 and constitutes a condition of Ellefson's PDD-GIP approval for the 31 unit affordable housing development and the alternative affordable housing development consisting of up to 45 units.

BE IT FURTHER RESOLVED, that the Common Council determines that pursuant to Fitchburg Ordinance 15.16(A),³ that to the extent that any PDD-GIP approval granted for this Joint Project does not meet certain requirements of Fitchburg Ordinance Chapter 15, such requirements, if any exist, are not applicable to this Joint Project.

² This paragraph does not apply if Ellefson proceeds with the affordable housing development consisting of up to 45 units or if BGCDC does not locate the Facility on Lot 12.

³ Fitchburg Ordinance 15.16(A) states:

Where a Planned Development District under s. 22.28 of the Zoning Code or a Planned Residential Cluster by conditional use under s. 22.39(1) of the Zoning Code is proposed and the application of this ordinance would run counter to the proposal the Council or Plan Commission may under the authority of this subsection declare the requirements of this ordinance to be no [sic] applicable to the proposed development. In such instances, the approving ordinance or resolution shall formally indicate the non-applicability by reference to this subsection.

Adopted this 23rd day of November, 2004.


Karen A. Peters, City Clerk

Approved: 6-0


Thomas Clauder, Mayor

APPENDIX C
JOINT PROJECT AGREEMENT

AGREEMENT

This Agreement, made and entered into as of the 27th day of December, 2004, by and between the **CITY OF FITCHBURG** ("City"), a Wisconsin municipal corporation located at 5520 Lacy Road, Fitchburg, Dane County Wisconsin 53711-4212, **THE ELLEFSON COMPANIES** or Unity for Community II, LLC a Wisconsin limited liability company with Thomas Ellefson as its sole member, as permitted assignee ("Ellefson") located at 1018 Gammon Lane, Suite 100, Madison, WI 53719 and the **BOYS & GIRLS CLUB OF DANE COUNTY** ("BGCDC") located at 2001 Taft Street, Madison, Wisconsin 53713.

WITNESSETH:

WHEREAS, Lot 12 of the Belmar Neighborhood Development in the City of Fitchburg is currently owned by Byron Jevne and consists of 10.26 acres and is more fully described on **EXHIBIT 1**, attached hereto; and

WHEREAS, the City of Fitchburg has an easement for playground purposes on 3.33 acres of Lot 12 (the "Playground Parcel"), which is more fully described on **EXHIBIT 2**, attached hereto; and

WHEREAS, BGCDC has requested to build a community-focused Boys & Girls Club to provide programs for youth as well as parents and other family members ("Facility") on 1.2 acres of the Playground Parcel (the layout is attached hereto as **EXHIBIT 3**), and is more fully described on **EXHIBIT 4**, attached hereto; and

WHEREAS, by Resolution R-70-04, the Fitchburg Common Council agreed that it would allow BGCDC to locate and build a Facility on the Playground Parcel contingent upon the following:

1. Execution of a mutually acceptable lease/purchase agreement(s) as to all terms and conditions as to BGCDC's occupancy of the Facility and/or designated portion of the Playground Parcel;
2. The City obtaining fee title to the 3.33 acre Playground Parcel; and
3. An equal or greater amount of parkland be provided to offset the loss of parkland.

WHEREAS, the Ellefson Companies ("Ellefson") currently has an Offer to Purchase Lot 12, with a closing date of December 30, 2004; and

WHEREAS, with respect to that portion of Lot 12 that is not subject to the playground easement, Ellefson proposes to develop an affordable housing development consisting of either 31 units (the "Housing Development") or, in the alternative, an affordable housing development consisting of up to 45 units (the "Alternative Housing Development") (the layouts of the approved Planned Development District General Implementation Plan (PDD-GIP) for both are attached hereto as **EXHIBITS 5 AND 6**, respectively); and

WHEREAS, Ellefson proposes to build the 31 unit Housing Development in the event that, no later than March 15, 2005, BGCDC executes a Purchase Agreement and guarantees

payment regarding location of the Facility on a portion of the Playground Parcel as set forth below; and, in the alternative, Ellefson proposes to build the Alternative Housing Development consisting of up to 45 units in the event BGDC does not execute a Purchase Agreement and guarantee payment as set forth below by March 15, 2005; said affordable housing development alternatives to be in conformity with the approved PDD-GIP; and

WHEREAS, Ellefson and BGDC request that their respective projects be treated as one joint project ("Joint Project") for purposes of resolving the issues addressed by this Resolution and the attached Agreement, however each project will otherwise be reviewed on an independent basis for any additional approvals required by the City; and

WHEREAS, the Common Council believes it is in the public interest to locate the Joint Project on Lot 12 for the reasons set forth in Resolution R-85-04, which is incorporated as if set forth fully herein and to approve such Joint Project provided the conditions, promises, obligations and requirements set forth in this Agreement are fully satisfied by Ellefson and BGDC.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the City, Ellefson, and BGDC do agree as follows:

1. On or before March 15, 2005, and prior to requesting any building permits for either the Housing Development or the Alternative Housing Development, Ellefson agrees that it shall submit a CSM, or a plat at the sole option of the City, to the City to divide from Lot 12 approximately 3.16 to 3.33 acres (the size is to be determined by the City)¹ of the Playground Parcel. Even if Ellefson meets all other necessary approvals, or conditions or requirements of such approvals, Ellefson agrees that it shall not be authorized to request, and agrees not to request, building permits for the Alternative Housing Development unless BGDC fails to comply with paragraphs 4 and 5 of this Agreement by March 15, 2005, or until BGDC notifies the City in writing that it no longer intends to locate the Facility on the Playground Parcel, whichever occurs first. The City and Ellefson agree that Ellefson may request building permits for the 31 unit Housing Development before March 15, 2005 in the event BGDC complies with paragraphs 4 and 5 before that time and provided Ellefson meets all other necessary approvals, or all conditions or requirements of such approvals.
2. Within thirty (30) days after approval by the City of the CSM (or the plat) described in paragraph 1, or within thirty (30) days after the City requests such conveyance,² whichever is later, Ellefson agrees that it shall convey by warranty deed the Playground Parcel (or the portion thereof determined in accordance with paragraph 1) to the City of Fitchburg.

¹ Under Ellefson's proposed 31 unit Housing Development, for Lot 12, Ellefson agrees that any amount of the 3.33 Playground Parcel that Ellefson uses for street purposes, or otherwise, for the development shall be replaced in a location acceptable to the City.

² The City intends to withhold requesting conveyance until BGDC complies with paragraphs 4 and 5 or until BGDC advises the City in writing that it no longer desires to locate its Facility on the Playground Parcel, whichever occurs first.

3. At the same time as the conveyance described in paragraph 2, in the event Ellefson is only proceeding with the 31 unit Housing Development and Ellefson provides the City with its agreement in writing that it will not develop the Alternative Housing Development or apply for building permits for more than the 31 unit Housing Development, the City agrees that it shall either provide a grant to Ellefson in the amount of \$99,480 or purchase the Playground Parcel (or the portion thereof determined in accordance with paragraph 1) for the amount of \$99,480. The City further agrees that it will convey an additional grant or payment to Ellefson in the amount of \$182,000 within fifteen (15) days after the City receives payment of \$182,000 from BGCDC pursuant to closing for the BGCDC Property as set forth in paragraphs 4 and 5, in the event such closing occurs.
4. Within thirty (30) days after BGCDC obtains the requisite land division, zoning, building, architectural, and other approvals from the City, necessary to build the Facility on the Playground Parcel, but no later than March 15, 2005, and provided BGCDC has not first notified the City in writing before March 15, 2005, that it no longer intends to locate the Facility on the Playground Parcel, BGCDC agrees that it shall enter into a mutually agreeable purchase agreement ("Purchase Agreement") wherein the City will agree to convey to BGCDC the 1.2 acre portion of the Playground Parcel required for construction of the Facility ("BGCDC Property") upon payment from BGCDC to the City in the amount of \$182,000. BGCDC agrees that the Purchase Agreement shall, among other things, provide for recording of deed restrictions restricting use of the BGCDC Property to the Facility or certain other uses determined by the Common Council to be in the public interest. BGCDC also agrees that the Purchase Agreement shall require closing of the purchase of the BGCDC Property no later than March 1, 2006. BGCDC may obtain the \$182,000 by applying for Dane County Community Block Grants, or by any other means available.
5. BGCDC agrees that it shall guarantee payment to the City of \$182,000 for purchase of BGCDC Property as set forth in paragraph 4 by delivering a letter of credit to the City in that amount, or by placing that amount into escrow, at the same time BGCDC executes the Purchase Agreement. BGCDC agrees that it shall deliver \$182,000, in currently available funds, to the City at closing of BGCDC's purchase of the BGCDC Property.
6. BGCDC agrees that it shall not be allowed to, nor shall it, locate the Facility on Lot 12 under this Agreement unless it complies with the provisions of this Agreement, and in particular paragraphs 4 through 10.
7. The City agrees that it will release its playground easement in the Playground Parcel, to at least allow development on the BGCDC Property of the Housing Development or Alternative Housing Development within forty-five (45) days (or as soon thereafter as possible) after the City's acceptance of the conveyance described in paragraph 2.
8. As a condition of any land division, zoning, building, architectural, and other approvals from the City, necessary to build the Facility on any portion of Lot 12, BGCDC agrees that it shall comply with paragraphs 4 and 5, above, and that BGCDC must also enter into a developer's agreement, approved by the City, for locating the Facility on the BGCDC Property, which provides, among other things, that in the event BGCDC requests to locate an outdoor playground facility on the Playground Parcel or any other City property constituting part of Lot 12, BGCDC shall first obtain the requisite approvals for such

outdoor playground facilities from the City Parks Commission (such facilities should not constitute a dream park facility or a similar facility requiring a substantial maintenance obligation and such facilities shall be made available to the public, without any restriction) and BGCDC shall agree to dedicate the outdoor playground facilities to the City.

9. As a further condition of and upon receiving any land division, zoning, building, architectural, and other approvals from the City, necessary to build the Facility on any portion of Lot 12, and prior to locating the Facility in the City, BGCDC agrees that it shall enter into a mutually agreeable land lease agreement ("Land Lease") which shall expire upon the conveyance of the BGCDC Property by the City to BGCDC, or by March 1, 2006, whichever occurs first, wherein BGCDC shall have the right to build a Facility upon such BGCDC Property. BGCDC agrees that in the event it does not close on the purchase of the BGCDC Property by March 1, 2006, unless the City agrees otherwise in writing, BGCDC shall remove the Facility from the BGCDC Property and restore it to a natural vegetative state within one hundred and eighty (180) days thereafter. In the event BGCDC does not comply with the removal provisions of this paragraph within such time, BGCDC agrees that the City may remove the Facility and that the City may recover all costs associated with such removal, including attorneys fees, from BGCDC by any manner allowed by law.
10. As a further condition of any land division, zoning, building, architectural, and other approvals from the City, necessary to build the Facility on any portion of Lot 12, and before entering into the Land Lease, or before it may request a building permit for the Facility, BGCDC agrees that it shall obtain approval from the City of Madison to locate a parking facility on the Greenway property located in the City of Madison, adjacent to and west of Lot 12, which shall provide at least 37 parking stalls -- 10 of which must be made available for use by the public for access to the land owned by the City located on Lot 12, unless the Common Council and BGCDC mutually agree otherwise in writing.
11. As a condition of any City approval for Ellefson's 31 unit Housing Development, Ellefson agrees that in consideration of the provisions and terms set forth in this Agreement, pursuant to Fitchburg Ordinance 22.85(4) and in consideration of any waivers of Fitchburg Ordinance 15.16(A), it shall convey to the City 2.06 acres of Lot 12, plus sufficient additional land to replace the portion of the Playground Parcel that Ellefson proposes to use for street purposes for the development, which shall be in a location acceptable to the City, consistent with the approved PDD-GIP. The City agrees that it shall use such land for purposes as determined by the Common Council to be in the public interest. If BGCDC thereafter does not close on the purchase of the BGCDC Property by March 1, 2006, the City, at its sole option, shall within sixty (60) days thereafter either pay Ellefson \$182,000 or re-deed to Ellefson the 2.06 acres deeded under this paragraph 11. Ellefson may thereafter proceed with the Alternative Housing Development modified as necessary to accommodate any constructed phases of this development, subject to City approval consistent with the PDD-GIP as to such modification. Ellefson agrees that if the City elects to re-deed the 2.06 acres to Ellefson, Ellefson shall simultaneously repay to the City the \$99,480 paid under paragraph 3. In that event, the City will, upon receipt of the \$99,480 payment, release Ellefson from the agreement described under paragraph 3 that restricts Ellefson from developing or applying for building permits for the up to 45 unit Alternate Housing Development.

12. As a further condition of any City approval for Ellefson's 31 unit Housing Development, Ellefson agrees that it shall pay the requisite park improvement fees in the amount of \$12,679 (based upon current 2004 rates, but Ellefson shall be subject to the rates in place at the time such fees are paid and such rates are subject to increase by the Common Council) and that Ellefson shall bear all costs for all public improvements abutting parkland.
13. As a further condition of any City approval for Ellefson's up to 45 unit Alternative Housing Development, Ellefson agrees that it shall pay the requisite park improvement fees in the amount of \$409 per single family dwelling unit and the fee-in-lieu of parkland dedication in the amount \$2,000 per dwelling unit (both based upon current 2004 rates, but Ellefson shall be subject to the rates in place at the time such fees are paid and such rates are subject to increase by the Common Council) and Ellefson shall bear all costs for all public improvements abutting parkland.
14. As a further condition of any City approval for Ellefson's development of Lot 12, including either the Housing Development or the Alternative Housing Development, Ellefson agrees to enter into an agreement with the City wherein Ellefson commits to build eight (8) units at a seller's price not to exceed the "purchase price" as determined by the "Motley Fool Calculator" computed for a family of three (3) at 80% of the Dane County Median Income as adjusted from time to time ("Price Restriction"). For said eight (8) units, Ellefson shall provide the City and the City shall accept as proof of performance hereof the same information as provided to the Dane County Community Development Block Grant Office. As a further condition Ellefson agrees that the housing mix for Ellefson's development of Lot 12, shall be consistent with the Planned Development District - Specific Implementation Plan ("PDD-SIP") which shall provide that no less than 20% of the units, whether the 31 unit Housing Development or the up to 45 unit Alternative Housing Development, shall be restricted in size such that they shall not exceed 1090 square feet ("Size Restriction"). The eight (8) units subject to the Price Restriction may be included in the units subject to the Size Restriction. Said homes which are built in accordance with said Price Restriction or said Size Restriction shall be distributed proportionately among all phases of the applicable development. If Ellefson receives more than one offer on any unit upon the same terms and conditions, Ellefson shall further give priority on said unit to the WHEDA qualified first time home buyer.
15. As a further condition of any City approval for Ellefson's development of Lot 12, including either the Housing Development or the Alternative Housing Development, and in consideration for waiver of certain zoning and land division standards, Ellefson agrees that prior to obtaining building permits for any of the dwelling units Ellefson will record a deed restriction against each of the affordable housing units, as approved by the City, which provides as follows:
 - a. That Ellefson may not lease any housing unit prior to marketing same for a period of one year, may not lease more than two (2) units at any one time, and shall continue to market all leased housing units for sale during the period of said leasing. The term of any such lease shall be for a term not to exceed one year. Whenever a housing unit is leased by Ellefson, Ellefson shall notify the City in writing.

- b. That all housing units shall be sold to bona fide owner occupants as that term is defined for mortgage eligibility for owner occupied home mortgages, and that no home owner may lease his, her or their home for a period of more than one (1) year in any three (3) year period. However, a homeowner may request an extension of said leasing term by submitting a written request to the City Administrator of the City of Fitchburg, or his or her successor, including the grounds for such extension, the address for the home affected, as well as the mailing address for the homeowner making the request. The City Administrator may, in his or her sole discretion, extend said leasing term for exigent circumstances. The home owner, or any interested party, may appeal the decision of the City Administrator to the City of Fitchburg Community and Economic Development Authority within thirty (30) days after the City Administrator's written decision is sent by certified mail to the mailing address indicated in the request. Further, except that this provision shall not be binding upon a first mortgage which obtains title to the unit by way of foreclosure or by way of deed in lieu of foreclosure and is marketing said unit for sale during the term of said lease; the term of said lease shall not exceed one (1) year.
16. As a further condition of any City approval for Ellefson's development of Lot 12, including either the Housing Development or the Alternative Housing Development, Ellefson agrees that it shall enter into a developer's agreement approved by the City which shall provide for, among other things:
 - a. Ellefson locating the requisite storm water management facilities for Lot 12, as determined by the City, in the existing platted easement on Lot 13;
 - b. Ellefson paying all fire impact fees before receipt of any building permits; and
 - c. That all purchasers of property will be subject to all utility charges including storm water utility charges.
17. Ellefson and BGCDC acknowledge and agree that the City's entry into and performance of this Agreement shall not in any respect obligate the City to grant any additional approvals necessary for their respective projects even though such approvals are necessary as set forth in this Agreement or otherwise.
18. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
19. No provision of this Agreement shall be deemed altered, amended or waived without the express written consent of a duly authorized officer of all parties.
20. Ellefson and BGCDC agree to use their best efforts to proceed with the Joint Project which entails both the location of the Facility and development of the 31 unit Housing Development and agree not to hinder the Joint Project or the intent of this Agreement.

21. Neither Ellefson nor BGCDC shall assign their respective rights and interests under this Agreement, nor delegate performance of their respective obligations hereunder, without the prior written consent of City. Any transfer of voting or management control over Ellefson shall be deemed an assignment requiring prior written consent of City under this Agreement. Ellefson and BGCDC further agree not to initiate or assign any rights or interests either may have, unless otherwise required by law, to bring any action challenging the terms or provisions of this Agreement or declaring the terms or provisions of this Agreement to be unlawful, invalid or without the City's authority.
22. Ellefson and BGCDC agree that this Agreement is not intended to list all the approvals, or the conditions or requirements of such approvals, that they may respectively be required to meet under any other local, state or federal, rule, regulation, resolution, ordinance, statute, or law.

UNITY FOR COMMUNITY II, LLC

By: _____

Tom Ellefson, sole member

[NO SEAL]

BOYS & GIRLS CLUB OF DANE COUNTY

By: _____

Mary Burke

Title: _____

[NO SEAL]

Attest: _____

Name printed: _____

Title: _____

21. Neither Ellefson nor BGCDC shall assign their respective rights and interests under this Agreement, nor delegate performance of their respective obligations hereunder, without the prior written consent of City. Any transfer of voting or management control over Ellefson shall be deemed an assignment requiring prior written consent of City under this Agreement. Ellefson and BGCDC further agree not to initiate or assign any rights or interests either may have, unless otherwise required by law, to bring any action challenging the terms or provisions of this Agreement or declaring the terms or provisions of this Agreement to be unlawful, invalid or without the City's authority.
22. Ellefson and BGCDC agree that this Agreement is not intended to list all the approvals, or the conditions or requirements of such approvals, that they may respectively be required to meet under any other local, state or federal, rule, regulation, resolution, ordinance, statute, or law.

UNITY FOR COMMUNITY II, LLC

[NO SEAL]

By: _____
Tom Ellefson, sole member

BOYS & GIRLS CLUB OF DANE COUNTY

[NO SEAL]

By: M. Burke
Mary Burke

Title: President

Attest: Michael Greenhalgh
Name printed: MICHAEL GREENHALGH

Title: TREASURER

CITY OF FITCHBURG

By: Thomas Clauder
Thomas Clauder, Mayor

[SEAL]

Attest: Karen A Peters
Karen Peters, Clerk

By: Anthony Roach
Anthony Roach, Comptroller

Approved as to form:

By: M. Elizabeth Winters
M. Elizabeth Winters, City Attorney

EXHIBIT 1

Lot Twelve (12), Belmar, in the City of Fitchburg, Dane County, Wisconsin

Parcel No. 225-0609-052-0162-3

Legal Descriptions for:

Lot 12, Belmar Subdivision, being a part of the NW ¼ and the NE ¼ of Section 5, and the SW ¼ of Section 32, T6N, R9E in the City of Fitchburg, Dane County, Wisconsin.

3.2 ACRE EASEMENT FOR PUBLIC PLAYGROUND (as platted)

All that part of the NW ¼ of Section 5, T6N, R9E, in the City of Fitchburg, Dane County, Wisconsin which is bounded and described as follows:

Beginning at the northwest corner of Lot 12 Belmar Subdivision, thence South 88°28'46" East 58.52 feet along the southerly right-of-way line of Jenewein Road; thence continuing along said southerly right-of-way line Northeasterly 388.43 feet along the arc of a curve whose center lies to the north, whose radius is 1223.28 feet and whose chord bears North 82°23'07" East 388.43 feet; thence continuing along said southerly right-of-way line Southeasterly 23.56 feet along the arc of a curve whose center lies to the southwest, whose radius is 15.00 feet and whose chord bears South 61°45'00" East 21.21 feet to the westerly right-of-way line of Red Arrow Trail; thence continuing along said westerly right-of-way line, South 16°45'00" East 254.00 feet; thence South 73°15'00" West 254.97 feet; thence North 88°28'46" West 298.49 feet to the west line of Belmar Subdivision; thence North 01°31'14" East along said west line 269.00 feet to the point of beginning. Said parcel containing 3.2 Acres of land, more or less.

ADDITIONAL EASEMENT FOR PLAYGROUND AND OPEN SPACE

A strip of land 10.47 feet in width and approximately 553.46 feet in length located on Lot 12 Belmar, town of Fitchburg, now in the City of Fitchburg, Dane County, Wisconsin, and lying between Red Arrow Trail and the West Property line of Lot 12, immediately south of and abutting the southerly boundary of the "3.2 Acre Easement for Public Playground" as shown on the recorded Plat of Belmar.

Also described as follows:

All that part of the NW ¼ of Section 5, T6N, R9E, in the City of Fitchburg, Dane County, Wisconsin which is bounded and described as follows:

Commencing at the northwest corner of Lot 12 Belmar Subdivision, thence South 01°31'14" West along the west line of Belmar Subdivision 269.00 feet to the point of beginning;

Thence South 88°28'46" East 298.49 feet; thence North 73°15'00" East 254.97 feet to the westerly right-of-way of Red Arrow Trail; thence South 16°45'00" along said westerly right-of-way 10.47 feet; thence South 73°15'00" West 256.65 feet; thence North 88°28'46" West 300.27 feet to the west line of Belmar Subdivision; thence North 01°31'14" East along said west line 10.47 feet to the point of beginning. Said parcel containing 0.13 Acres of land, more or less.

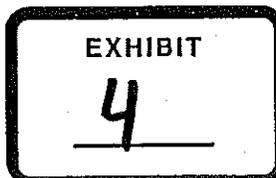
1.2 ACRE PARCEL FOR DANE COUNTY BOYS & GIRLS CLUB

All that part of the NW ¼ of Section 5, T6N, R9E, in the City of Fitchburg, Dane County, Wisconsin which is bounded and described as follows:

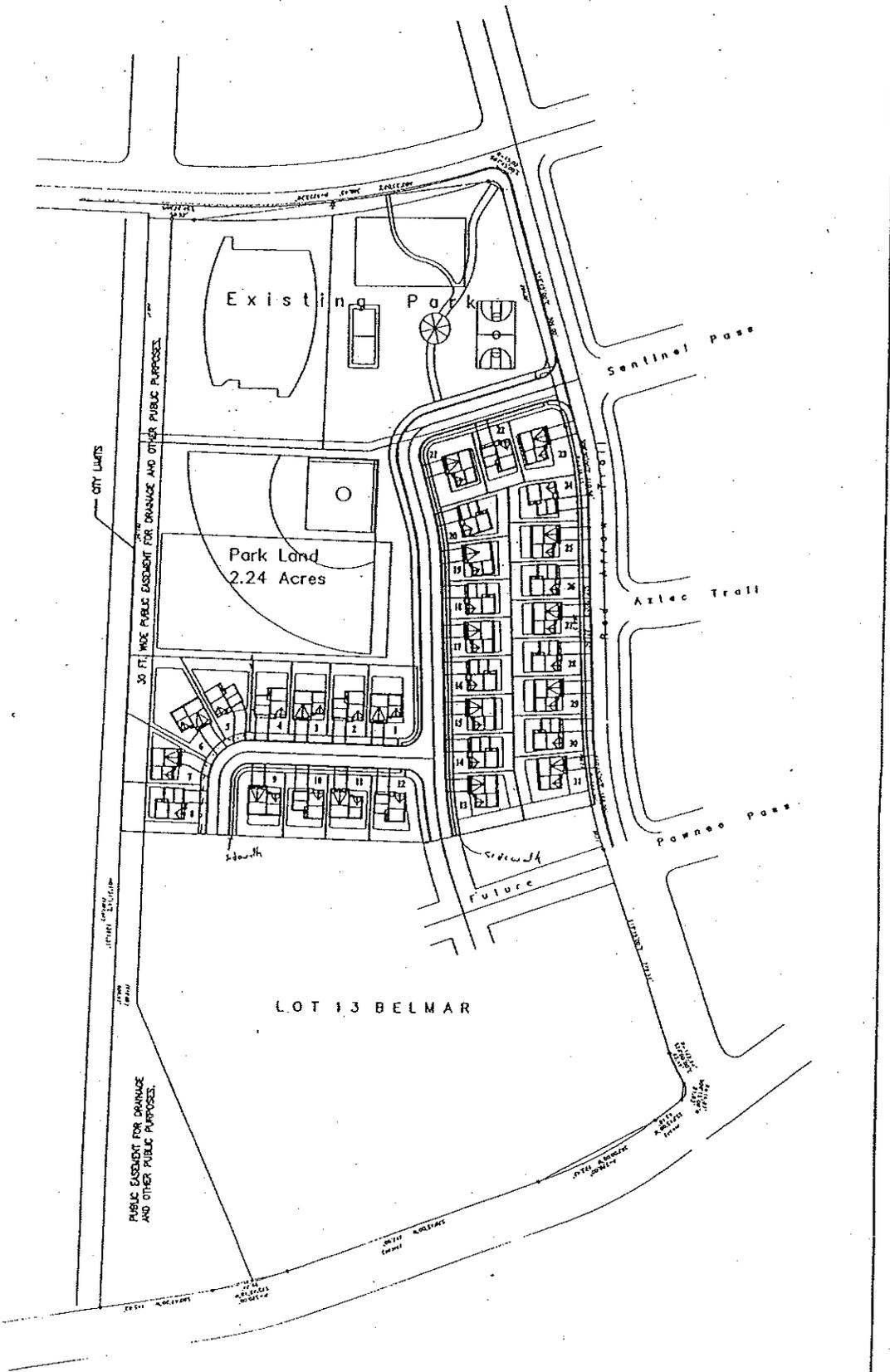
Beginning at the northwest corner of Lot 12 Belmar Subdivision, thence South 88°28'46" East 58.52 feet along the southerly right-of-way line of Jenewein Road; thence continuing along said southerly right-of-way line Northeasterly 127.74 feet along the arc of a curve whose center lies to the north, whose radius is 1223.28 feet and whose chord bears North 88°31'44" East 127.68 feet; thence South 01°31'14" West 286.13 feet; thence North 88°28'46" West 186.03 feet to the west line of Belmar Subdivision; thence North 01°31'14" East along said west line 279.47 feet to the point of beginning. Said parcel containing 1.2 Acres of land, more or less.

Descriptions written by Lewis A. Averill, P.E.

Descriptions dated October 5, 2004



Received at 11/16/04 mty



WIS A. AVERILL, P.E.
 1037 DAVIES ROAD
 KING GREEN, WISCONSIN

ALTERNATE "D" SITE PLAN
 for
 THE ELLEFSON COMPANIES
 LOT 12, BELMAR SUBDIVISION
 City of Fitchburg, Wisconsin

PLAN DATE 9/19/04

SCALE 1" = 60'



EXHIBIT
 5

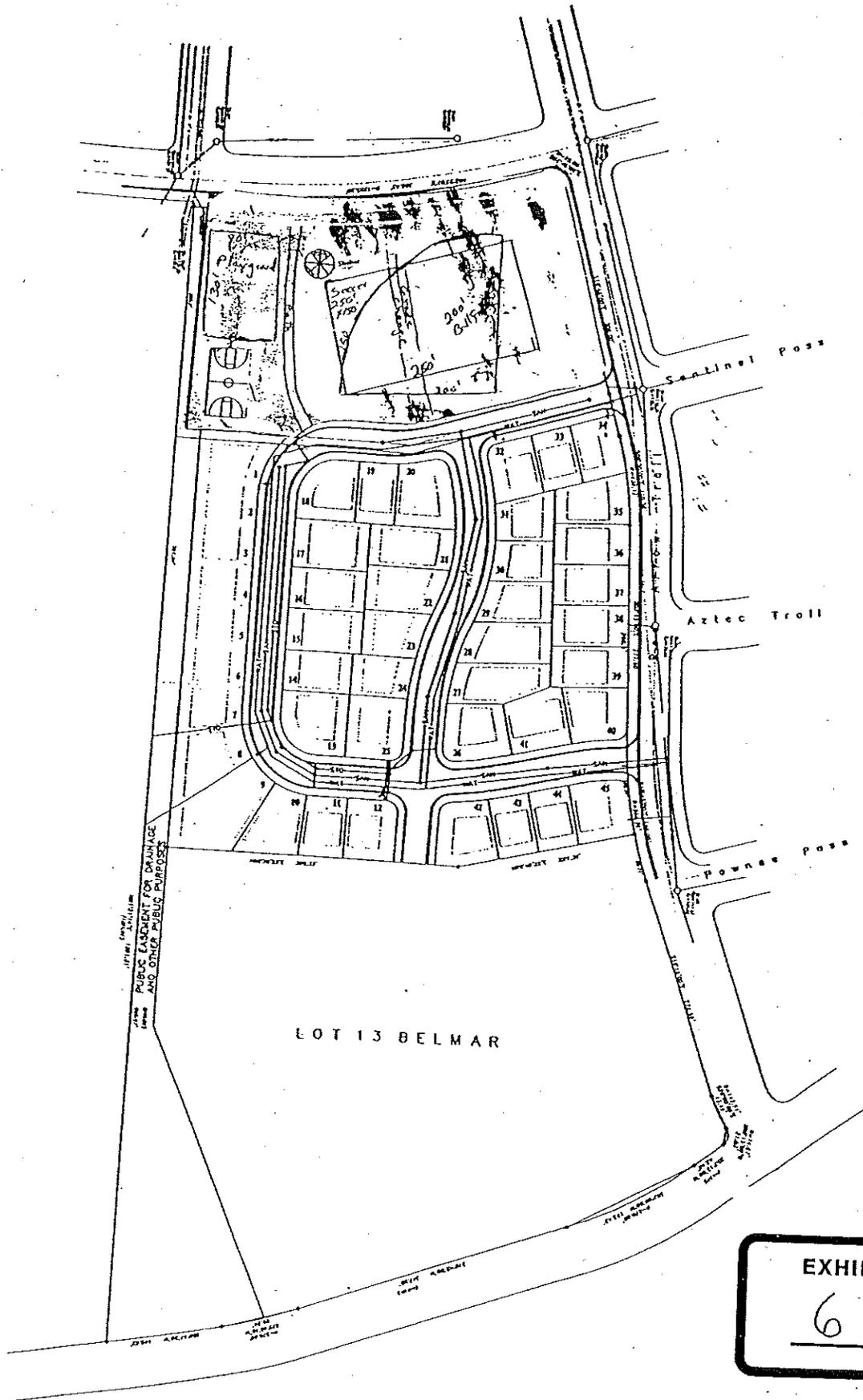


EXHIBIT
6

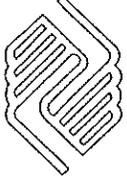
Plan E

VIS A. AVERILL, P.E.
1037 DAVIES ROAD
ING GREEN, WISCONSIN

ALTERNATE "A" UTILITY PLAN
for
THE ELLEFSON COMPANIES
LOT 12, BELMAR SUBDIVISION

PLAN DATE 9/19/04





Boys and Girls Club Allied Drive Family Center

Plunkett
Raysich
Architects, Inc.

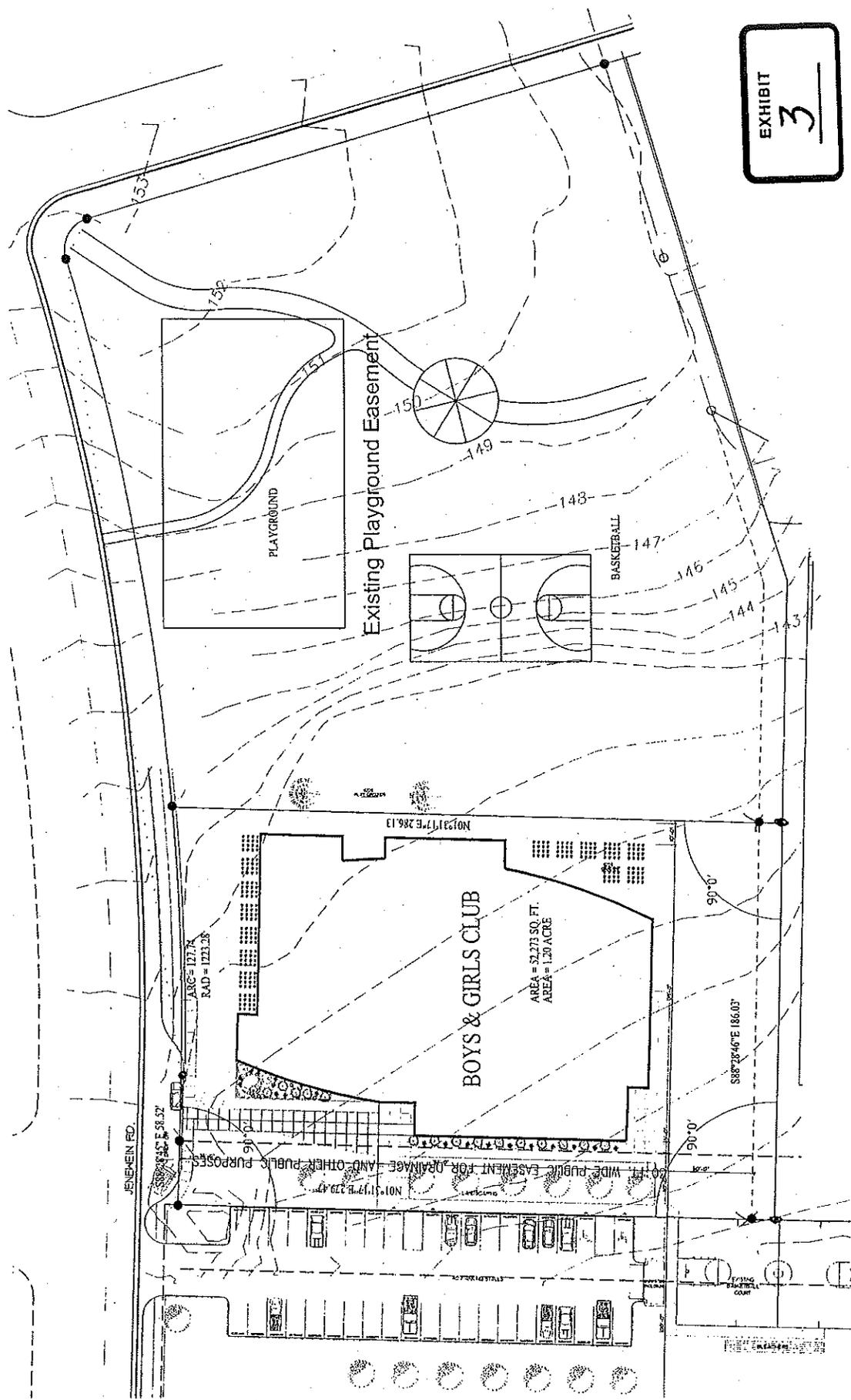


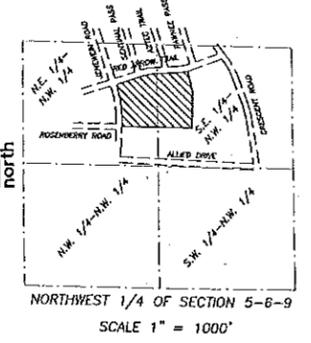
EXHIBIT
3

SITE PLAN
Scale: 1"=50'-0"

APPENDIX D
PRELIMINARY PLAT

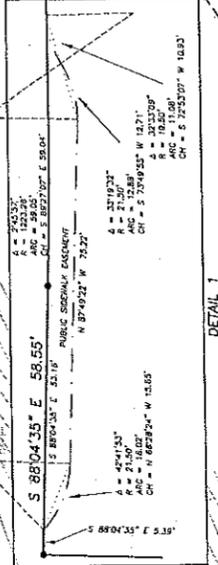
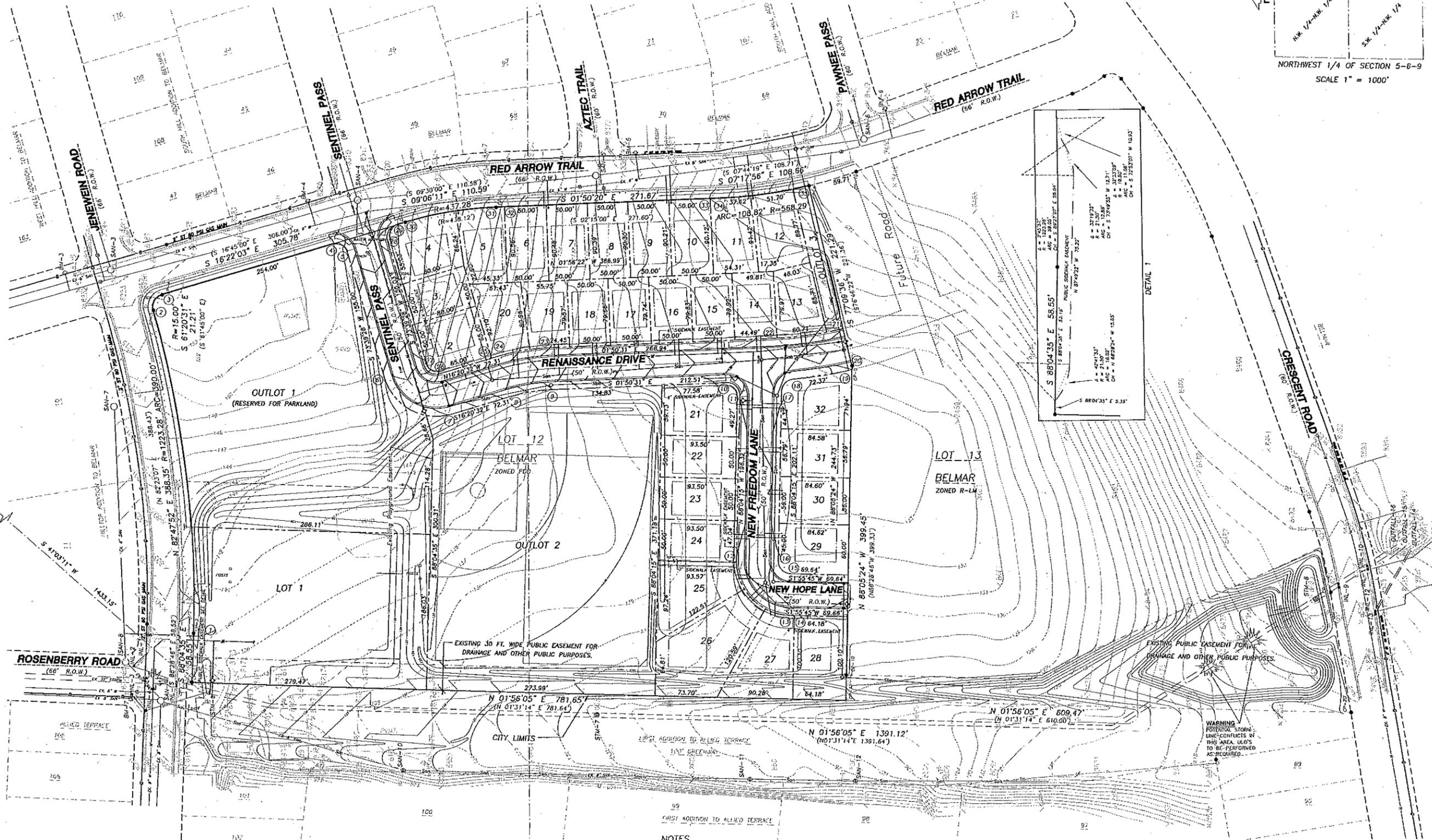
RENAISSANCE ON THE PARK

LOT 12, BELMAR SUBDIVISION, BEING A PART OF THE NORTH HALF OF SECTION 5, T. 6 N., R. 9 E., CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.



LEGEND

- REBAR FOUND
- PIPE FOUND
- BENCHMARK
- CONTROL POINT
- STORM DRAINS
- GUY WIRE
- FIRE HYDRANT AND VALVE
- CURB INLET
- LIGHT POLE
- UTILITY MANHOLE
- MISCELLANEOUS POST
- SIGN
- CONIFEROUS TREE AND SIZE
- DECIDUOUS TREE AND SIZE
- 1 FOOT CONTOUR
- 5 FOOT CONTOUR
- EASEMENT LINE
- CONCRETE CURB AND CUTTER
- PROPERTY LINE
- EXISTING PROPERTY LINE
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- FENCE
- UNDERGROUND CABLE
- UNDERGROUND ELECTRIC
- FIBER OPTIC
- GAS LINE
- SANITARY SEWER
- STORM SEWER
- WATER LINE
- UNDERGROUND TELEPHONE



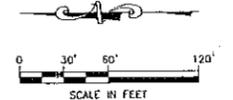
NORTH 1/4 CORNER OF SECTION 5, T. 6 N., R. 9 E., MARKED BY A CITY OF MADISON BRONZE CAP IN 4" x 4" x 30" CONCRETE MONUMENT. DANE COUNTY COORDINATES ARE: 467,102.70 802,364.52 ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THIS SYSTEM.

NORTHWEST CORNER OF SECTION 5, T. 6 N., R. 9 E., MARKED BY A CITY OF MADISON BRONZE CAP IN 4" x 4" x 30" CONCRETE MONUMENT. DANE COUNTY COORDINATES ARE: 467,206.87 799,718.38 ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THIS SYSTEM.

PROJECT NO: 04-1734	SURVEYED BY: JSD
FILE NO: C-10	DRAWN BY: JSD
FIELDBOOK/PCS: 165/144	CHECKED BY: DJL
SHEET NO: 1 OF 2	APPROVED BY: DJL

NOTES

- 1.) ORIGINAL EXISTING CONDITIONS SURVEY PROVIDED BY D'ONFRIO KOTKE & ASSOCIATES, INC.
- 2.) JENKINS SURVEY & DESIGN SURVEYED AND MAPPED ADDITIONAL AREAS ALONG JENEWEIN ROAD, RED ARROW TRAIL AND CRESCENT ROAD AND THE 100' GREENWAY.
- 3.) LOT 12, BELMAR IS CURRENTLY ZONED PDD (PLANNED DEVELOPMENT DISTRICT)
- 4.) SETBACKS ARE IN ACCORDANCE WITH PDD ZONING.
- 5.) STREET RIGHT-OF-WAY WIDTHS OF 50 FEET WERE APPROVED IN ZONING ORDINANCE 2004-0-46. SAID ORDINANCE ALSO APPROVED CONSTRUCTION OF PAVED STREET WIDTHS OF 31 FEET FACE TO FACE OF CURB AND SIDEWALKS ON ONE SIDE OF THE STREET AS SHOWN ON EXHIBITS TO THE ORDINANCE.



SURVEYED FOR:
THE ELLEFSON COMPANIES
1018 GAMMA LANE
SUITE 100
MADISON, WISCONSIN 53719
608-274-1594

PREPARED BY:
JENKINS SURVEY & DESIGN, INC.
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
(608) 848-5060

DECEMBER 21, 2004
PAGE 1 OF 2



RENAISSANCE ON THE PARK

LOT 12, BELMAR SUBDIVISION, BEING A PART OF THE NORTH HALF OF SECTION 5, T. 6 N., R. 9 E., CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

NOTES

1. ORIGINAL EXISTING CONDITIONS SURVEY PROVIDED BY D'ONOFRIO KOTRKE & ASSOCIATES, INC.
2. JENKINS SURVEY & DESIGN, INC. SURVEYED AND MAPPED ADDITIONAL AREAS ALONG JENEWEIN ROAD, RED ARROW TRAIL AND CRESCENT ROAD AND THE 100' GREENWAY.
3. HORIZONTAL LOCATION FOR THIS SURVEY AND MAP IS BASED ON DANE COUNTY COORDINATE SYSTEM.
4. ELEVATIONS FOR THIS SURVEY AND MAP ARE BASED ON CITY OF MADISON DATUM. THE CONVERSION FROM THE CITY OF MADISON DATUM TO THE NATIONAL GEODETIC DATUM OF 1929 (NGVD 29) IS +845.60.
5. CITY OF MADISON BENCHMARK IS A FIRE HYDRANT AT THURSTON LANE AND RED ARROW TRAIL (SE CORNER) = 176.38
6. CONTOUR INTERVAL IS ONE (1) FOOT.
7. TOPOGRAPHIC AND UTILITY SURVEY PERFORMED BY JENKINS SURVEY & DESIGN, INC. THE WEEK OF DECEMBER 6-10, 2004.
8. SUBSURFACE UTILITIES AND FEATURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING SURFICIAL FEATURES AND APPURTENANCES, LOCATING DIGGERS HOLELINE FIELD MARKINGS AND BY REFERENCE TO UTILITY RECORDS AND MAPS.
9. BEFORE EXCAVATION, APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED FOR EXACT LOCATION OF UNDERGROUND UTILITIES. CONTACT DIGGERS HOLELINE, AT 1.800.242.8511.
10. THE ACCURACY OF THE CONTROL POINTS AND BENCHMARKS SHOWN ON THIS MAP SHALL BE VERIFIED BEFORE BEING UTILIZED. JENKINS SURVEY AND DESIGN DOES NOT WARRANT THE ACCURACY OF THESE CONTROL POINTS AND BENCHMARKS.

SURVEYORS CERTIFICATE

I, DAVE M. JENKINS, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATE STATUTES, AND THE LAND DIVISION AND SUBDIVISION CODE OF THE CITY OF FITCHBURG, UNDER THE DIRECTION OF THE ELLIFSON COMPANIES, OWNERS OF THE LAND HEREBY DESCRIBED, I HAVE SURVEYED, DIVIDED AND MAPPED THE PLAT OF "RENAISSANCE ON THE PARK" IN THE CITY OF FITCHBURG, DANE COUNTY, WISCONSIN, AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF LANDS SURVEYED, AND THAT SUCH LANDS ARE ALL OF LOT 12, BELMAR SUBDIVISION, BEING A PART OF THE NORTH HALF OF SECTION 5, T. 6 N., R. 9 E., AND PART OF THE S.W. 1/4 OF SECTION 32, T. 7 N., R. 9 E., CITY OF FITCHBURG, DANE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 5, AFORESAID; THENCE SOUTH 41°03'11" WEST, 1,433.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 12, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 88°45'55" EAST, 58.55 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, 390.00 FEET, HAVING A RADIUS OF 1223.28 FEET, THE CHORD BEARING NORTH 82°47'52" EAST, 388.35 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, 23.66 FEET, HAVING A RADIUS OF 15.00 FEET, THE CHORD BEARING SOUTH 61°20'31" EAST, 21.28 FEET; THENCE SOUTH 16°22'03" EAST, 305.78 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, 110.87 FEET, HAVING A RADIUS OF 437.28 FEET, THE CHORD BEARING SOUTH 09°06'11" EAST, 110.59 FEET; THENCE SOUTH 01°50'20" EAST, 271.67 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, 108.82 FEET, HAVING A RADIUS OF 568.29 FEET, THE CHORD BEARING SOUTH 07°17'56" EAST, 108.66 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 77°09'36" WEST, 221.29 FEET; THENCE NORTH 88°05'24" WEST, 399.45 FEET; THENCE NORTH 01°56'05" EAST, 781.65 FEET TO THE POINT OF BEGINNING, CONTAINING 10,260.3 ACRES, 446,939 SQUARE FEET.

DAVE M. JENKINS, S-2255
REGISTERED LAND SURVEYOR

DATE

NOTE:

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. DEED RESTRICTION - DOCUMENT NO. 1169735
2. RESTRICTIONS TO BELMAR - DOCUMENT NO. 1180033
3. NOTICE AFFECTING REAL ESTATE - DOCUMENT NO. 1593197
4. NOTICE AFFECTING REAL ESTATE - DOCUMENT NO. 1592785

SURVEYED FOR: THE ELLIFSON COMPANIES
1018 GARIBOLDI LANE
SUITE 100
MADISON, WISCONSIN 53719
(608) 274-1594

PREPARED BY: JENKINS SURVEY & DESIGN, INC.
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
(608) 848-5060

DECEMBER 21, 2004

JSD
Jenkins Survey & Design, Inc.

CURVE TABLE									
CURVE	LOT	RADIUS	LENGTH	DELTA ANGLE	CHORD DIRECTION	CHORD	TANGENT	TANGENT	TANGENT
1-2		1223.28	390.00	18°16'00"	N 82°47'52" E	388.35	N 00°00'00" E	S 33°35'08" E	
		1223.28	127.72	05°58'55"	N 88°56'24" E	127.66	S 33°35'08" E	S 00°00'00" W	
	OUTLOT 1	1223.28	262.28	12°17'05"	N 79°48'29" E	261.78	S 33°35'08" E	S 16°47'34" E	
2-3		15.00	23.56	89°59'14"	S 81°20'31" E	21.21	S 33°35'08" E	S 00°00'00" W	
4-5		15.00	23.56	90°04'07"	S 28°40'01" W	21.21	S 33°35'08" E	S 16°47'34" E	
6-7		65.00	102.10	90°00'00"	N 28°39'28" E	91.92	S 16°47'34" E	S 00°00'00" W	
	OUTLOT 1	65.00	71.48	62°59'14"	S 42°00'41" W	67.92	N 66°59'11" E	N 90°00'00" E	
	OUTLOT 2	65.00	30.64	27°00'26"	S 02°50'19" W	30.36	S 90°00'00" W	S 66°59'11" W	
8-9		200.00	50.62	14°30'01"	N 09°05'32" E	50.48	S 33°35'08" E	N 00°00'00" E	
10-11		15.00	24.55	93°46'16"	S 45°02'37" W	21.90	S 56°24'52" W	S 64°31'52" W	
12-13		65.00	102.10	90°00'00"	N 46°55'45" E	91.92	N 34°23'58" W	S 5°52'27" E	
	24	65.00	2.96	02°36'25"	N 89°22'27" W	2.96	N 34°23'58" W	S 18°12'08" E	
	25	65.00	33.68	29°41'29"	S 74°28'35" W	33.31	N 18°12'08" W	S 5°52'27" E	
	26	65.00	34.62	30°30'54"	S 44°22'24" W	34.21	N 00°00'00" E	S 33°35'08" E	
	27	65.00	30.84	27°11'12"	S 15°31'21" W	30.55	S 33°35'08" E	S 00°00'00" W	
15-16		15.00	23.56	90°00'00"	S 46°11'42" E	20.03	S 16°47'34" E	S 00°00'00" W	
17-18		15.00	21.93	83°45'05"	S 46°11'42" E	20.03	S 33°35'08" E	S 16°47'34" E	
18-19		535.00	72.37	07°45'03"	S 08°11'41" E	72.32	N 66°59'11" E	S 00°00'00" W	
21-22		485.00	67.08	10°17'16"	S 05°59'09" E	71.81	S 90°00'00" W	S 66°59'11" W	
	13	485.00	60.71	07°10'18"	N 08°10'47" W	60.62	S 33°35'08" E	S 00°00'00" E	
	14	485.00	6.37	00°45'07"	N 02°13'04" W	6.36	S 56°24'52" W	S 00°00'00" E	
	OUTLOT 3	485.00	20.01	02°21'51"	N 10°56'51" W	20.01	S 33°35'08" E	N 00°00'00" E	
23-24		250.00	63.27	14°30'01"	S 09°05'32" E	63.10	S 33°35'08" E	N 00°00'00" E	
	19	250.00	23.68	05°25'36"	N 04°33'19" W	23.67	S 56°24'52" W	S 64°31'52" W	
	20	250.00	35.59	09°04'25"	N 11°48'20" W	35.55	N 34°23'58" W	S 5°52'27" E	
26-27		15.00	23.56	90°00'00"	N 28°39'28" E	21.19	N 34°23'58" W	S 18°12'08" E	
28-29		15.00	23.56	89°58'29"	S 61°21'17" E	21.22	N 18°12'08" W	S 5°52'27" E	
30-31		437.28	110.88	14°31'43"	S 09°06'11" E	110.59	N 66°59'11" E	N 90°00'00" E	
	4	437.28	62.85	08°14'06"	S 12°15'00" E	62.80	S 90°00'00" W	S 66°59'11" W	
	5	437.28	48.03	06°17'37"	S 04°59'08" E	48.01	S 33°35'08" E	N 00°00'00" E	
34-35		568.29	108.82	10°58'17"	S 07°17'56" E	108.86	S 56°24'52" W	S 64°31'52" W	
	11	568.29	37.17	03°44'52"	S 03°41'14" E	37.17	N 34°23'58" W	S 5°52'27" E	
	12	568.29	51.70	05°12'44"	S 08°09'42" E	51.68	N 34°23'58" W	S 18°12'08" E	
	OUTLOT 3	568.29	20.01	02°01'01"	S 11°46'35" E	20.00	N 18°12'08" W	S 5°52'27" E	

LOT AREA			
LOT No.	AREA	AREA	
1	52,271 SQ. FT.	19	4,143 SQ. FT.
2	5,152 SQ. FT.	20	4,396 SQ. FT.
3	4,000 SQ. FT.	21	5,761 SQ. FT.
4	5,814 SQ. FT.	22	4,675 SQ. FT.
5	4,780 SQ. FT.	23	4,675 SQ. FT.
6	4,528 SQ. FT.	24	4,675 SQ. FT.
7	4,522 SQ. FT.	25	6,473 SQ. FT.
8	4,517 SQ. FT.	26	10,099 SQ. FT.
9	4,513 SQ. FT.	27	6,426 SQ. FT.
10	4,508 SQ. FT.	28	6,030 SQ. FT.
11	4,642 SQ. FT.	29	4,738 SQ. FT.
12	5,246 SQ. FT.	30	5,356 SQ. FT.
13	4,432 SQ. FT.	31	4,804 SQ. FT.
14	4,024 SQ. FT.	32	5,356 SQ. FT.
15	3,994 SQ. FT.	O.L. 1	85,227 SQ. FT.
16	3,989 SQ. FT.	O.L. 2	97,527 SQ. FT.
17	3,985 SQ. FT.	O.L. 3	3,513 SQ. FT.
18	3,981 SQ. FT.	ROADS	53,658 SQ. FT.

LINE TABLE		
LINE	BEARING	DISTANCE
13-14	S 01°55'45" W	5.48'
19-20	S 08°05'24" E	4.62'
24-25	N 16°20'32" W	7.31'
29-30	S 16°22'03" E	11.80'
31-32	S 01°50'20" E	10.41'
33-34	S 01°50'20" E	11.26'

SANITARY SEWER MANHOLES				
Structure ID	Rim Elevation	Invert Elevation	Pipe Size	Pipe Type
SAN-3	153.71	NW 142.01 SE 141.93 NE 142.03 NW 144.96	8" 8" 8" 8"	METAL METAL METAL METAL
SAN-4	148.36	NW 135.80 SE 135.69 E 135.66 W 135.70	8" 8" 8" 8"	METAL METAL VCP VCP
SAN-5	136.40	NW 126.45 SE 126.36 E 126.97 W 126.53	8" 8" 8" 8"	METAL METAL METAL METAL
SAN-6	122.17	NW 112.59 SE 112.49 E 113.01	8" 8" 8"	METAL METAL METAL
SAN-7	149.63	E 140.95 W 140.71 E 133.53 SW 132.60	8" 8" 8" 8"	VCP VCP VCP VCP
SAN-8	141.56	E 133.53 SW 132.60	8" 8"	VCP VCP
SAN-9	141.43	N 131.32 NE 131.61 SW 130.97 NW 132.74	8" 8" 8" 8"	VCP METAL VCP VCP
SAN-10	136.26	NE 128.17 S 128.20 NW 128.36	8" 8" 8"	VCP VCP VCP
SAN-11	129.60	N 121.22 S 121.20 W 122.01	8" 8" 8"	VCP VCP VCP
SAN-12	128.96	N 119.92 S 119.81 W 119.99	8" 8" 8"	VCP VCP VCP

* - PIPE SIZE AND TYPE NOT IDENTIFIED

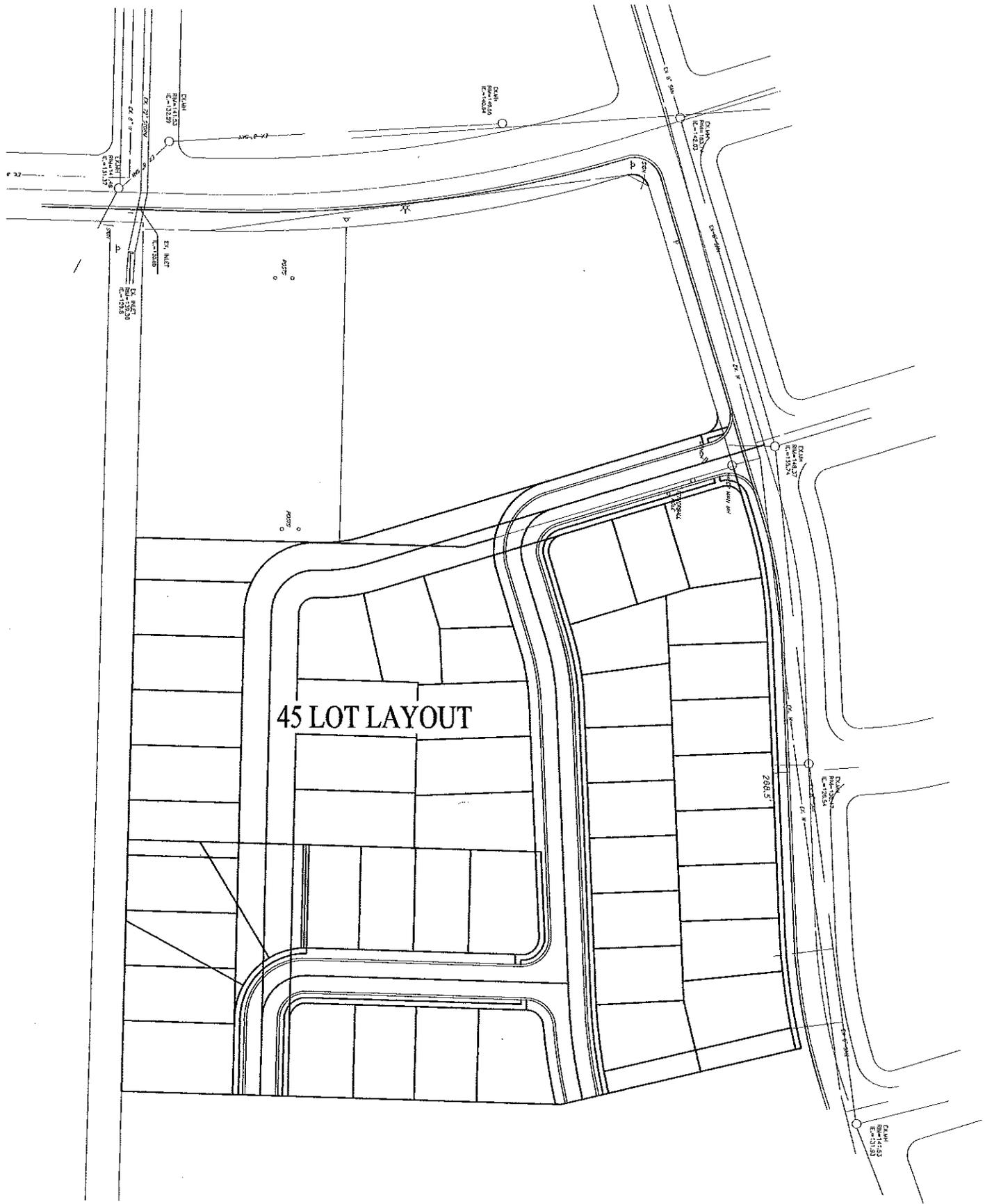
STORM SEWER INLETS				
Inlet ID	Rim Elevation	Invert Elevation	Pipe Size	Pipe Type
INL-1	140.90	NW 139.33	12"	RCP
INL-2	140.77	SE 139.26 SW 139.26	12" 12"	RCP RCP
INL-3	141.02	SW 139.55	12"	RCP
INL-4	141.35	NE 139.00 SE 139.00	12" 12"	RCP RCP
INL-5*	140.82	N 130.89 S 130.89	72" 72"	RCP RCP
STM-6	139.36	N 130.33 S 130.33	60" 60"	RCP RCP
STM-7	130.71	N 124.42 S 124.42	60" 60"	RCP RCP
STM-8	108.67	N 102.80 S 102.80	60" 60"	RCP RCP
INL-9*	109.95	N 102.19 S 102.19	60" 60"	RCP RCP
INL-10	109.49	N 100.92 S 100.92	60" 60"	RCP RCP
INL-11	109.49	E 107.94 W 107.80	12" 12"	RCP RCP
INL-12	110.40	SE 105.19 W 107.06	24" 12"	RCP RCP
INL-13	110.47	E 107.16 NW 103.54	15" 24"	RCP RCP
OUTFALL-14		NW 103.54	8"	PVC
OUTFALL-15		NW 103.16	8"	PVC
OUTFALL-16		NW 100.77	60"	RCP

* - TWO INLETS

BENCHMARKS		
Bench Mark	Elevation	Description
BM-2	176.38	Top Nut of Hydrant, S.E. corner of Thurston Ln. & Red Arrow Trail
BM-3	158.99	Top Nut of Hydrant, N.E. corner of Jenewein Rd. & Red Arrow Trail
BM-4	152.30	Top Nut of Hydrant, N.E. corner of Sentinel Pass & Red Arrow Trail
BM-5	137.20	Top Nut of Hydrant, N.E. corner of Aztec Trail & Red Arrow Trail
BM-6	124.12	Top Nut of Hydrant, S.E. corner of Pawnee Pass & Red Arrow Trail
BM-7	144.65	Top Nut of Hydrant, N.W. corner of Jenewein Rd. & Roseberry Rd.

PROJECT NO. 04-1734	SURVEYED BY: DJJ
FILE NO. C-10	DRAWN BY: DJJ
FILEBOOK/PG. 168/214	CHECKED BY: DJJ
SHEET NO. 2 OF 2	APPROVED BY: DJJ

APPENDIX E
PROPOSED SINGLE FAMILY DEVELOPMENT
OUTLOT 2
ALTERNATIVE HOUSING DEVELOPMENT



45 LOT LAYOUT

288.5'

EXIST. WATER

EXIST. SEWER

EXIST. WATER

APPENDIX F
RESTRICTIONS AND COVENANTS

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF THE PLAT OF RENAISSANCE ON THE PARK,
IN THE CITY OF FITCHBURG,
DANE COUNTY, WISCONSIN**

Declaration made this _____ day of _____, 2005, by Unity for Community, L.L.C., ("Declarant").

Declarant is the owner of the following described land (the "Plat"):

Plat of Renaissance on the Park, in the City of Fitchburg, Dane County, Wisconsin, including Lots Two (2) through Thirty Two (32) and Outlot Three (3). Lot One (1), Outlot One (1) and Outlot Two (2) are not intended for development as residential lots and are not included in these restrictions. Unity for Community, L.L.C. reserves the right to expand the Plat by one or more contiguous additions. As used herein, the term "the Plat" refers to the Plat of Renaissance on the Park and any future additions thereto. It is the intention to impose these covenants, conditions, and restrictions on any future additions to the Plat of Renaissance on the Park as if the lots contained in such additions were part of the original plat.

The Plat of Renaissance on the Park is being developed as a planned development district, with the cooperation and supervision of the City of Fitchburg. Developer intends that the design and development of the area subject to this declaration shall be consistent with the highest standards of planning and development. Declarant intends by this declaration to impose upon the Plat mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of the residential lots within the Plat. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now or may hereafter be subject to this Declaration.

Declarant hereby imposes the following conditions, covenants and restrictions on the Plat. The property in the Plat shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the property in the Plat. This Declaration shall be binding on all parties having any right, title, or interest in the lands in the Plat, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and the City of Fitchburg.

GENERAL PROVISIONS

1. **Terms.** This Declaration is to run with the land and shall be binding on all parties and persons claiming under it. No alteration, modification or withdrawal of the Declaration will be allowed except upon the affirmative vote of more than 75% of the owners of the Lots affected hereby (collectively "Lot Owners"), with the owners of each Lot having one vote (i.e. one vote being attributed to each Lot). So long as Declarant owns any Lot in the Plat this Declaration may not be altered, modified or withdrawn without the approval of Declarant in writing. This Declaration may not be altered, modified or withdrawn without the prior approval, in writing, of the Plan Commission of the City of Fitchburg. In the event any City of Fitchburg ordinance which may be applicable to the Plat is more restrictive than this Declaration, the more restrictive ordinance or covenant shall govern the lots in the Plat.

II. Enforcement:

1. The Design Review Committee ("Committee") or any person claiming by, through, or under the Committee, or Lot Owner(s), shall have the right to proceed at law or equity to compel compliance with the terms thereof; to prevent the violation or breach of any of the terms of this Declaration; and/or to pursue monetary damages. The decision of the Committee shall be final as to the interpretations of the terms of this Declaration. The invalidation of any one or more of the terms of this Declaration by a Court of competent jurisdiction shall not affect any of the other terms, and they shall remain in full force and affect. Should a Lot Owner, after due notice, fail, neglect, or refuse to comply with this Declaration, and the Committee or other Lot Owners are required to seek judicial relief for the same, than the violating Lot Owner(s) shall be responsible for costs and expenses, including attorney's fees, incurred in the enforcement of this Declaration.
2. The City of Fitchburg has a separate and distinct right to enforce conformity to this Declaration. Notwithstanding the above, it is not necessary for the City to go through the Committee for interpretation prior to seeking compliance with or enforcement of this Declaration. If the City is required to seek judicial relief and is successful, the City may recover the costs and expenses incurred in enforcement of this Declaration from the violating Lot Owner(s).
3. Failure of the Committee or any person to enforce any provisions of these restrictions shall in no event be deemed a waiver of the right to enforce thereafter.
4. Subject to approval by the City of Fitchburg Plan Commission, and for

good cause shown, the Committee may waive any of the terms of this Declaration imposed if the Committee determines that the provision is unduly burdensome under the circumstances as it affects a particular lot and that such waiver will not adversely affect any other lot owners. The lot owner requesting the waiver shall be responsible for petitioning the City Plan Commission following approval by the Committee.

III. **Design Review:**

1. **Design Review Committee:** There is hereby created a Design Review Committee for the plat. Initially, the Committee shall consist of not less than two (2) persons who shall be appointed by the Declarant. Declarant shall have the right to appoint the members of the Design Review Committee for the period ending six (6) months after Declarant no longer has an ownership interest in any lot in the plat. Thereafter, the Design Review Committee shall consist of three (3) persons, who shall be appointed by the Lot Owners. The members of the Design Review Committee may, but shall not necessarily be Lot Owners. Members of the Design Review Committee appointed by the Declarant may be removed, at any time, by Declarant, and shall serve until resignation or removal by Declarant. Members of the Design Review Committee appointed by the Lot Owners may be removed, at any time, by the Lot Owners, and shall serve for such term as may be designated by the Lot Owners or until resignation or removal by the Lot Owners. The names and addresses of the Members of the Committee shall be reported to the City Clerk of the City of Fitchburg. The City Clerk shall be notified promptly of any changes in the composition of the Committee and of the names and addresses of any new members.

- B. **Operation:** No structure shall be erected, placed, or externally altered on any lot until a site plan, landscape plan, and building construction plan (the "plans and specifications") have been approved in writing by the Committee. The Committee shall establish procedures for maintaining Design Review and monitoring of Deed Restrictions upon development of all lots within the plat. Action of the Committee shall be valid upon the affirmative concurrence of a majority of its members.

3. **Procedure:**
 1. All structure plans shall be in writing and shall include front elevation, rear elevation and floor plan drawings at a scale sufficient for the Committee to reasonably analyze the plans.
 2. A site plan drawn to scale of not less than one (1) inch equals 20 feet shall be submitted to the Committee. A site plan shall show site lines, road frontages, set backs, easements, structure location, existing and

proposed elevations, drainage plans, driveways, any other improvements, and the location of existing major trees.

3. To assist the Committee in its evaluation of the plans and specifications, the lot owner shall, if requested, provide any supplemental information requested by the Committee. The plans and specifications may be submitted in whole or separately for approval.
4. The Committee shall have thirty (30) days from the date of receipt of submittals, including supplemental materials requested, to approve, approve with conditions or disapprove the plans and specifications. In the event the Committee fails to approve, approve conditionally or disapprove of the plans and specifications within thirty (30) days, the plans and specifications shall be deemed approved.
5. All requests for approval, all document submittals and all communications with the Committee shall be in writing.
6. The Committee may determine to approve certain plans and specifications in advance, and in connection with such approval, the Committee shall indicate which of the specific requirements are deemed approved with respect to proposed structures or other improvements to be constructed in accordance with the pre-approved plans and specifications.
7. The Committee may enter any lot for the duration of any construction to inspect for compliance with approved plans and specifications, and give notice of non-compliance found. The Committee's access and inspection shall be limited to the exterior areas. Absence of inspection or absence of notice of non-compliance by the Committee does not constitute approval of work in progress or compliance with this Declaration nor compliance with approved plans and specifications.
8. Upon receipt of approval from the Committee, the lot owner shall satisfy all conditions thereof and commence the construction, reconstruction, refinishing, alterations, or other work pursuant to the approved drawings within one (1) year from the date of such approval. If not timely commenced, any approval given shall be deemed revoked.

9. The approval by the Committee of any plans and specifications for any work completed, proposed, or in connection with any other matter requiring such approval, shall not be deemed to constitute a waiver of or in any way to limit the right to withhold approval as to any similar drawing, specification or matters submitted for approval, nor shall such approval by the Committee relieve the lot owner from complying with the procedure for obtaining any necessary permits or approvals from the City of Fitchburg.
 10. Subject to the rights of the City of Fitchburg is set forth above, the Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown.
 11. Failure to submit plans and specifications to the Committee, as provided for herein, or failure to abide by approved plans shall constitute grounds for suit to enjoin any construction or other improvements on the lot. The prevailing party in any such action brought to enforce this provision shall be entitled to recover reasonable attorney's fees from the other party, together with all other reasonable costs incurred.
4. **Basis For Approval:** Approval or disapproval of plans and specifications shall be based, among other things, on adequacy of site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements on neighboring sites, the nature of the improvements and types of operations and uses thereon, relation of topography, grade and finished ground elevation of the site being approved to that of neighboring sites, proper facing of main elevation(s) with respect to nearby streets and conformity of the plans and specifications to the design guidelines, purpose and general plan and intent of these restrictions. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans.

IV. **Restricted Use:**

1. All outlots in the plat shall be owned by the Declarant until disposed for their intended purposes or developed as additional residential lots.
2. Lots 2 through 32, collectively, shall be used for residential single-family purposes only. This restriction shall not prohibit use of any lot for open space in conjunction with use of an adjacent lot(s) for residential purposes. Agricultural uses are prohibited, other than home gardening.

V. **Minimum Sizes:** Residences constructed in the plat shall have a minimum square footage of finished living area (exclusive of porches, garages, decks, patios, and basement) as follows:

1. One story: 1000 square feet.
2. Two Story: 1200 square feet.
3. Bi-Level: 1000 square feet on the first floor.
4. Tri-Level: 1000 square feet above grade.

VI. **Design Guidelines:** The following guidelines are imposed:

1. No lot shall be further subdivided.
2. All single-family residences shall have an attached garage for a two-car capacity. Detached garages will not be permitted.
3. All roofs of structures constructed on a subject lot shall have a minimum 4-12 pitch.
4. No fence or wall of any type shall be constructed on any lot until after the height, type, design and approximate location of a fence or wall has been approved in writing by the Committee. The Committee may deny the installation of a fence.
5. Structure exteriors shall emphasize harmony with the natural environment and adjacent structures.
6. Low maintenance exteriors will be encouraged, i.e., brick, vinyl, stone or natural wood finish. Texture-111 (T-111) composition, pressboard, and aluminum siding is not permitted. Exterior design and materials for homes shall be as approved by the Design Review Committee.
7. No utility sheds or dog kennels will be permitted. Wood and metal play structures are allowed but shall be located in the rear yard and a minimum of five feet away from all adjacent lot lines.
8. Discharge of drainage from rooftops should be controlled through gutters and down spouts. The openings of the down spouts should be located at least five (5) feet from impervious surfaces to maximize natural infiltration of discharge. Design of other impervious services (i.e., driveways, patios) should incorporate drainage to turf areas rather than direct drainage to the street system whenever possible.

9. Drainage along lot lines shall be maintained in accordance with the site-grading plan. Grades within five (5) feet of the lot line shall be maintained in accordance with the site-grading plan.
10. All structures erected in the plat shall be erected within the building envelope depicted for each lot on the plat.
11. Garage structures shall be constructed in a location on the lot whereby a minimum separation of 20 feet is maintained between the garage door and the sidewalk in front of the home. No detached garages shall be allowed.
12. House/garage placement: At least 25% of the proposed houses shall provide that the attached garage be setback at least four (4) feet from the front face of the house. At least 75% of the houses shall provide that the attached garage be setback at least two (2) feet from the front face of the house. A maximum of 25% of the proposed houses may provide that the attached garage extends in front of the face of the house a maximum of four (4) feet.
13. Lot coverage by impervious surfaces including roofs, patios, driveways, walks, etc. shall be limited to 50 per cent of the total lot area, except that public sidewalks in easements at the front of the lots shall not be included in the calculations for impervious areas.
14. All driveways and approaches shall be of concrete construction.

VII. **Landscaping:**

1. Landscaping shall provide for adequate drainage of the lot.
2. Landscaping should harmonize throughout the plat, but especially with the adjoining lots if those lots have already been landscaped.
3. Yards adjacent to the street must be well maintained, especially if unconventional landscaping is used.
4. Fences, if permitted by the Committee, should be inconspicuous as seen from the street. Shrubbery is recommended for screening fences and front foundations and may be required for that purpose.
5. A minimum of five (5) landscape foundation plantings shall be incorporated into the landscape plan for each lot.

6. A minimum of one (1) shade tree in the front yard shall be incorporated into the landscape plan for each lot.
7. The owner of each lot is responsible for erosion control and shall maintain the lot in such a fashion so as to prevent erosion thereon and on adjacent lots.

VIII. General Restrictions:

1. All construction of structures and improvements, including lawn shall be completed within one year of commencement of any work.
2. No commercial signs or other advertising shall be displayed on any lot. (Customary "For Rent" or real estate "For Sale" signs of a modest size excepted.)
3. No refuse pile or unsightly objects shall be allowed to be placed or subject to remain on any lot. Any tanks (including fuel tanks) must be buried or screened sufficiently to conceal them from view of neighboring lots, roads or streets. Garbage cans, waste and waste receptacles must be concealed except when placed at the curb for collection.
4. No lot shall be used in whole or in part as a public or private throughway for vehicular traffic.
5. All motor vehicles, except those necessary for property maintenance shall be driven or parked only upon paved streets and driveways.
6. Commercial vehicles may be parked on paved streets or driveways only for a period of time not to exceed two (2) hours. Recreational vehicles and motorboats may be parked only on paved driveways and only for a period of time not to exceed three (3) days.
7. No structure shall be moved onto any of the lots subject hereto.
8. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything to be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. No animals shall be raised or kept on any lot, except domestic pets. Not more than two (2) dogs or cats over the age of four (4) months shall be housed on any lot. There shall be no outside housing or penning of domestic pets. Domestic pets let outside of the principal structure on a lot on a temporary basis must be leashed.

10. No temporary structure or building, trailer, basement, tent, shack, garage or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
11. Not more than two (2) licensed vehicles designed for travel on public highways shall be kept or stored on any lot, unless stored in an enclosed structure. The parking and outside storage of recreational vehicles, such as, boats of any kind, motor homes, snowmobiles, camper trailers, as well as cargo trailers, and trailers of any other type is prohibited on any lot for any continuous period of time in excess of three (3) days. Permanent outside storage of such vehicles, as well as unlicensed or inoperative vehicles, toys, and other unsightly objects shall not be allowed. No motorbikes, motorcycles, snowmobiles, or other noisy vehicles shall be operated on any lot other than to bring them to an enclosed point of storage. No vehicle shall be parked for repairs on driveways or public roadways.
12. The parking and outside storage of commercial type vehicles such as school buses, trucks (excluding pickup trucks), semi trailers, construction equipment, as well as recreational vehicles including boats of any kind, motor homes, snowmobiles, camper trailers, cargo trailers, and trailers of any other type on any outlot is prohibited, except for temporary delivery purposes.
13. No lot shall be allowed to appear in an unclean or untidy condition nor shall any substance, junk, animals, machines or devices be kept on any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or security of the occupants of surrounding property. In keeping with this concept exterior lighting shall not be directed in such a manner as to create a nuisance to neighbors.
14. All lot owners shall purchase and use the mailbox and support post designed, approved and authorized by the Design Review Committee. Mailbox post installation shall be at locations approved and designated by the Fitchburg Postmaster and the Committee. The lot owners shall maintain all mailbox structures in good repair and appearance.
15. Vegetable or flower garden areas are to be kept neat and orderly.
16. No wind powered electric generators, exterior television or radio receiving or transmission antennae or satellite signal receiving station or dish shall be placed or maintained upon any portion of a lot, except that one satellite dish not exceeding 24" in diameter may be installed but must be completely screened from the street fronting the lot.

- 17. It is the obligation of the lot owner to maintain the lot in a neat and orderly condition during construction. The builder shall provide a dumpster or other container of adequate size for disposal and containment of all construction debris. During the construction period, each construction sight shall be kept free of unreasonable accumulation of trash and debris so as to prevent it from becoming a public eyesore.
 - 18. No fire wood or wood piles shall be kept outside of a structure unless it is neatly stacked, placed in a rear yard and screened from view from the street side by plantings or another device approved by the Committee.
- IX. **Severability:** Invalidation of anyone of these covenants or restrictions by court order or otherwise shall in no way affect any other provision which shall remain in full force and effect.
- X. **Duration:** This Declaration shall be effective for a period of twenty-five (25) years from the date it is executed. Thereafter, it shall be automatically renewed for successive five (5) year periods, unless a majority of the owners of the lots affected hereby and the City of Fitchburg affirmatively ascent to the termination of the restrictions.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this ____ day of _____, 2005

UNITY FOR COMMUNITY, L.L.C., a Wisconsin Limited Liability Company

By: _____
 Thomas J. Ellefson, Sole Member

STATE OF WISCONSIN)
) ss.
 COUNTY OF DANE)

Personally came before me, this ____ day of _____, 2005, the above named Thomas J. Ellefson to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public
 Dane County, Wisconsin
 My commission _____

This instrument drafted by Lewis A. Averill, P.E.

**ADDENDUM TO
SPECIFIC IMPLEMENTATION PLAN
FOR Renaissance on the Park Subdivision
A re-division of Lot 12 Belmar Planned Development District**

City of Fitchburg, Wisconsin

February 15, 2005

The Specific Implementation Plan for Renaissance on the park is hereby revised as follows:

COMPLIANCE WITH JOINT PROJECT AGREEMENT

The third paragraph of this section is changed to read as follows:

Outlot 2 of the subdivision will be created to meet the requirements of paragraph 11 of the Joint Project Agreement. Outlot 2 is of sufficient size to meet the requirements of paragraph 11. "Alternative Housing Development" of lots within the area of Outlot 2 as provided under the provisions of Paragraph 11 will only occur in the case that the BG CDC does not develop their facility on Lot 1 or close on the purchase of Lot 1 by March 1, 2006.

COMPLIANCE WITH THE APPROVED PDD GIP

Par. 2. A is changed to read as follows:

The proposed subdivision conforms to the 31-lot layout submitted at the meeting of Nov. 11, 2004. An additional lot, Lot 1, was created to define the BG CDC parcel, bringing the total lot count to 32.

Par. 4. 15.14 Building Permits is changed to read as follows:

The Developer may request building permits for lots 5-9 fronting on Red Arrow Trail prior to completion of site improvements for interior lots. This item will be address at the time the final plat is submitted along with the Developer's Agreement and the SIP.

It is the Developer's intent to request a single building permit for Lot 8 fronting on Red Arrow Trail prior to installation of any site improvements, said house to be used as a "model home" without occupancy until all required improvements for that lot are installed.

Par. 7 is changed to read as follows:

The Alternative Housing Development, 45 Lot proposal, will be addressed at a later time if the BG CDC does not meet the requirements of the Joint Project Agreement.

APPENDIX E Proposed Single-Family Development

Appendix E is hereby removed. The Alternative Housing Development, 45 Lot proposal, will be addressed at a later time if the BGCDC does not meet the requirements of the Joint Project Agreement.

APPENDIX F Restrictions and Covenants

The Covenants and Restrictions are revised as follows:

Par. II 2 is changed to read as follows:

The City of Fitchburg has a separate and distinct right to enforce conformity to this Declaration including, but not limited to VI. 2, 9, 10, 11, 12, 13, and VII 2, 6, and 7. Refer to City of Fitchburg Zoning Ordinance, Section 22.22 for additional restrictions on accessory uses. In the case of conflict between the restrictions herein and the City of Fitchburg Ordinances, the more restrictive shall apply.

Par. II 12 is changed to read as follows:

For good cause shown, the Committee may waive any of the terms of this Declaration imposed if the Committee determines that the provision is unduly burdensome under the circumstances as it affects a particular lot and that such waiver will not adversely affect any other lot owners.

Par. III 1 The following wording is removed from the paragraph.

The names and addresses of the Members of the Committee shall be reported to the City Clerk of the City of Fitchburg. The City Clerk shall be notified promptly of any changes in the composition of the Committee and of the names and addresses of any new members.

Par. III 10 is changed to read as follows:

Subject to the requirements and rights of the City of Fitchburg is set forth above, the Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown.

Par. IV 3 is hereby added as follows:

All provisions of the City of Fitchburg Zoning Ordinance, Section 22.22, Low Density District Permitted Uses, shall apply to this subdivision as though they were included herein, unless the Ordinance Sections were specifically modified by the Specific Implementation Plan for Renaissance on the Park Subdivision as approved by the City of Fitchburg or if they were specifically modified by other sections of these Covenants and Restrictions.

Par. VI 2 is changed to read as follows:

All single-family residences shall have an attached garage for a two-car capacity. Detached garages, outside storage areas or buildings and other accessory structures will not be permitted

Par VI 6 is changed to read as follows:

Low maintenance exteriors will be encouraged, i.e., brick, vinyl, aluminum, stone or natural wood finish. Texture-111 (T-111) composition and pressboard are not permitted. Exterior design and materials for homes shall be as approved by the Design Review Committee.

Par. VI 9 is changed to read as follows:

Drainage along lot lines shall be maintained in accordance with the site-grading plan. Grades within five (5) feet of the lot line shall be maintained in accordance with the site-grading plan. Grades within public utility easements shall not be raised, lowered or otherwise modified in excess of six inches without the written approval of the City of Fitchburg Engineer and utilities.

Par. VI 10 is changed to read as follows:

All structures erected in the plat shall be erected within the building envelope depicted for each lot on the plat. Building set back limits for each lot shall be as shown on the recorded subdivision plat.

Par. VI 12 is changed to read as follows:

House/garage placement: A maximum of 25% of the proposed houses may provide that the attached garage extends in front of the face of the house a maximum of four (4) feet. The remaining houses shall provide that the attached garage be setback at least two (2) feet from the front face of the house and at least 25% of the total proposed houses shall provide that the attached garage be setback at least four (4) feet from the front face of the house

Par. VI 13 is changed to read as follows:

The maximum impervious surface ratio for each lot shall not exceed 50%. Lot coverage by impervious surfaces including roofs, patios, decks, driveways, walks, etc. shall be limited to 50 per cent of the total lot area, except that public sidewalks in easements at the front of the lots shall not be included in the calculations for impervious areas.

Par. VII 2 is changed to read as follows:

Landscaping should harmonize throughout the plat, but especially with the adjoining lots if those lots have already been landscaped. Traditional landscape treatments such as turf lawns, mulch or stone planting beds, etc. are recommended for each lot to maximize infiltration and minimize stormwater runoff. Landscaped areas shall not be created which result in impervious surfaces or surfaces which limit infiltration.

Par. VII 6 is changed to read as follows:

A minimum of one (1) shade tree in the front yard shall be incorporated into the landscape plan for each lot. The Declarant has prepared a "Street Tree Planting Plan" for the subdivision. The City of Fitchburg will install the street trees at an appropriate time and in the locations shown on the approved plan. The street trees are in addition to the one (1) shade tree in the front yard of each lot.

Par. VIII 6 is changed to read as follows:

Commercial vehicles may be parked on paved streets or driveways only for a period of time not to exceed two (2) hours. Recreational vehicles and motorboats may be parked only on paved driveways and only for a period of time not to exceed three (3) days in any thirty (30) day period. No long-term parking or storage of any such vehicles shall be allowed.

Par. VIII 11 is changed to read as follows:

Not more than two (2) licensed vehicles designed for travel on public highways shall be kept or stored on any lot, unless stored in an enclosed structure. The parking and outside storage of recreational vehicles, such as, boats of any kind, motor homes, snowmobiles, camper trailers, as well as cargo trailers, and trailers of any other type is prohibited on any lot for any continuous period of time in excess of three (3) days in any 30 day period. Permanent outside storage of such vehicles, as well as unlicensed or inoperative vehicles, toys, and other unsightly objects shall not be allowed. No motorbikes, motorcycles, snowmobiles, or other noisy vehicles shall be operated on any lot other than to bring them to an enclosed point of storage. No vehicle shall be parked for repairs on driveways or public roadways.

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF THE PLAT OF RENAISSANCE ON THE PARK,
IN THE CITY OF FITCHBURG,
DANE COUNTY, WISCONSIN**

Declaration made this _____ day of _____, 2005, by Unity for Community, L.L.C., ("Declarant").

Declarant is the owner of the following described land (the "Plat"):

Plat of Renaissance on the Park, in the City of Fitchburg, Dane County, Wisconsin, including Lots Two (2) through Thirty Two (32) and Outlot Three (3). Lot One (1), Outlot One (1) and Outlot Two (2) are not intended for development as residential lots and are not included in these restrictions. Unity for Community, L.L.C. reserves the right to expand the Plat by one or more contiguous additions. As used herein, the term "the Plat" refers to the Plat of Renaissance on the Park and any future additions thereto. It is the intention to impose these covenants, conditions, and restrictions on any future additions to the Plat of Renaissance on the Park as if the lots contained in such additions were part of the original plat.

The Plat of Renaissance on the Park is being developed as a planned development district, with the cooperation and supervision of the City of Fitchburg. Developer intends that the design and development of the area subject to this declaration shall be consistent with the highest standards of planning and development. Declarant intends by this declaration to impose upon the Plat mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of the residential lots within the Plat. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now or may hereafter be subject to this Declaration.

Declarant hereby imposes the following conditions, covenants and restrictions on the Plat. The property in the Plat shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the property in the Plat. This Declaration shall be binding on all parties having any right, title, or interest in the lands in the Plat; their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and the City of Fitchburg.

GENERAL PROVISIONS

1. **Terms.** This Declaration is to run with the land and shall be binding on all parties and persons claiming under it. No alteration, modification or withdrawal of the Declaration will be allowed except upon the affirmative vote of more than 75% of the owners of the Lots affected hereby (collectively "Lot Owners"), with the owners of each Lot having one vote (i.e. one vote being attributed to each Lot). So long as Declarant owns any Lot in the Plat this Declaration may not be altered, modified or withdrawn without the approval of Declarant in writing. This Declaration may not be altered, modified or withdrawn without the prior approval, in writing, of the Plan Commission of the City of Fitchburg. In the event any City of Fitchburg ordinance which may be applicable to the Plat is more restrictive than this Declaration, the more restrictive ordinance or covenant shall govern the lots in the Plat.

II. Enforcement:

1. The Design Review Committee ("Committee") or any person claiming by, through, or under the Committee, or Lot Owner(s), shall have the right to proceed at law or equity to compel compliance with the terms thereof; to prevent the violation or breach of any of the terms of this Declaration; and/or to pursue monetary damages. The decision of the Committee shall be final as to the interpretations of the terms of this Declaration. The invalidation of any one or more of the terms of this Declaration by a Court of competent jurisdiction shall not affect any of the other terms, and they shall remain in full force and affect. Should a Lot Owner, after due notice, fail, neglect, or refuse to comply with this Declaration, and the Committee or other Lot Owners are required to seek judicial relief for the same, than the violating Lot Owner(s) shall be responsible for costs and expenses, including attorney's fees, incurred in the enforcement of this Declaration.
2. The City of Fitchburg has a separate and distinct right to enforce conformity to this Declaration including , but not limited to VI. 2, 9, 10, 11, 12, 13, and VII 2, 6, and 7. Refer to City of Fitchburg Zoning Ordinance, Section 22.22 for additional restrictions on accessory uses. In the case of conflict between the restrictions herein and the City of Fitchburg Ordinances, the more restrictive shall apply.
3. Failure of the Committee or any person to enforce any provisions of these restrictions shall in no event be deemed a waiver of the right to enforce thereafter.
4. Subject to approval by the City of Fitchburg Plan Commission, and for good cause shown, the Committee may waive any of the terms of this

Declaration imposed if the Committee determines that the provision is unduly burdensome under the circumstances as it affects a particular lot and that such waiver will not adversely affect any other lot owners. The lot owner requesting the waiver shall be responsible for petitioning the City Plan Commission following approval by the Committee.

III. **Design Review:**

1. **Design Review Committee:** There is hereby created a Design Review Committee for the plat. Initially, the Committee shall consist of not less than two (2) persons who shall be appointed by the Declarant. Declarant shall have the right to appoint the members of the Design Review Committee for the period ending six (6) months after Declarant no longer has an ownership interest in any lot in the plat. Thereafter, the Design Review Committee shall consist of three (3) persons, who shall be appointed by the Lot Owners. The members of the Design Review Committee may, but shall not necessarily be Lot Owners. Members of the Design Review Committee appointed by the Declarant may be removed, at any time, by Declarant, and shall serve until resignation or removal by Declarant. Members of the Design Review Committee appointed by the Lot Owners may be removed, at any time, by the Lot Owners, and shall serve for such term as may be designated by the Lot Owners or until resignation or removal by the Lot Owners. The names and addresses of the Members of the Committee shall be reported to the City Clerk of the City of Fitchburg. The City Clerk shall be notified promptly of any changes in the composition of the Committee and of the names and addresses of any new members.

B. **Operation:** No structure shall be erected, placed, or externally altered on any lot until a site plan, landscape plan, and building construction plan (the "plans and specifications") have been approved in writing by the Committee. The Committee shall establish procedures for maintaining Design Review and monitoring of Deed Restrictions upon development of all lots within the plat. Action of the Committee shall be valid upon the affirmative concurrence of a majority of its members.

3. **Procedure:**

1. All structure plans shall be in writing and shall include front elevation, rear elevation and floor plan drawings at a scale sufficient for the Committee to reasonably analyze the plans.

2. A site plan drawn to scale of not less than one (1) inch equals 20 feet shall be submitted to the Committee. A site plan shall show site lines, road frontages, set backs, easements, structure location, existing and proposed elevations, drainage plans, driveways, any other improvements, and the location of existing major trees.
3. To assist the Committee in its evaluation of the plans and specifications, the lot owner shall, if requested, provide any supplemental information requested by the Committee. The plans and specifications may be submitted in whole or separately for approval.
4. The Committee shall have thirty (30) days from the date of receipt of submittals, including supplemental materials requested, to approve, approve with conditions or disapprove the plans and specifications. In the event the Committee fails to approve, approve conditionally or disapprove of the plans and specifications within thirty (30) days, the plans and specifications shall be deemed approved.
5. All requests for approval, all document submittals and all communications with the Committee shall be in writing.
6. The Committee may determine to approve certain plans and specifications in advance, and in connection with such approval, the Committee shall indicate which of the specific requirements are deemed approved with respect to proposed structures or other improvements to be constructed in accordance with the pre-approved plans and specifications.
7. The Committee may enter any lot for the duration of any construction to inspect for compliance with approved plans and specifications, and give notice of non-compliance found. The Committee's access and inspection shall be limited to the exterior areas. Absence of inspection or absence of notice of non-compliance by the Committee does not constitute approval of work in progress or compliance with this Declaration nor compliance with approved plans and specifications.
8. Upon receipt of approval from the Committee, the lot owner shall satisfy all conditions thereof and commence the construction, reconstruction, refinishing, alterations, or other work pursuant to the approved drawings within one (1) year from the date of such approval. If not timely commenced, any approval given shall be deemed revoked.

9. The approval by the Committee of any plans and specifications for any work completed, proposed, or in connection with any other matter requiring such approval, shall not be deemed to constitute a waiver of or in any way to limit the right to withhold approval as to any similar drawing, specification or matters submitted for approval, nor shall such approval by the Committee relieve the lot owner from complying with the procedure for obtaining any necessary permits or approvals from the City of Fitchburg.
 10. Subject to the requirements and rights of the City of Fitchburg is set forth above, the Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown.
 11. Failure to submit plans and specifications to the Committee, as provided for herein, or failure to abide by approved plans shall constitute grounds for suit to enjoin any construction or other improvements on the lot. The prevailing party in any such action brought to enforce this provision shall be entitled to recover reasonable attorney's fees from the other party, together with all other reasonable costs incurred.
4. **Basis For Approval:** Approval or disapproval of plans and specifications shall be based, among other things, on adequacy of site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements on neighboring sites, the nature of the improvements and types of operations and uses thereon, relation of topography, grade and finished ground elevation of the site being approved to that of neighboring sites, proper facing of main elevation(s) with respect to nearby streets and conformity of the plans and specifications to the design guidelines, purpose and general plan and intent of these restrictions. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans.

IV. **Restricted Use:**

1. All outlots in the plat shall be owned by the Declarant until disposed for their intended purposes or developed as additional residential lots.
2. Lots 2 through 32, collectively, shall be used for residential single-family purposes only. This restriction shall not prohibit use of any lot for open space in conjunction with use of an adjacent lot(s) for residential purposes. Agricultural uses are prohibited, other than home gardening.

V. **Minimum Sizes:** Residences constructed in the plat shall have a minimum square footage of finished living area (exclusive of porches, garages, decks, patios, and basement) as follows:

1. One story: 1000 square feet.
2. Two Story: 1200 square feet.
3. Bi-Level: 1000 square feet on the first floor.
4. Tri-Level: 1000 square feet above grade.

VI. **Design Guidelines:** The following guidelines are imposed:

1. No lot shall be further subdivided.
2. All single-family residences shall have an attached garage for a two-car capacity. Detached garages will not be permitted.
3. All roofs of structures constructed on a subject lot shall have a minimum 4-12 pitch.
4. No fence or wall of any type shall be constructed on any lot until after the height, type, design and approximate location of a fence or wall has been approved in writing by the Committee. The Committee may deny the installation of a fence.
5. Structure exteriors shall ^{harmonize} emphasize harmony with the natural environment and adjacent structures.

Low maintenance exteriors will be encouraged, i.e., brick, vinyl, stone or natural wood finish. Texture-111 (T-111) composition, pressboard, and aluminum siding is not permitted. Exterior design and materials for homes shall be as approved by the Design Review Committee.
7. No utility sheds or dog kennels will be permitted. Wood and metal play structures are allowed but shall be located in the rear yard and a minimum of five feet away from all adjacent lot lines.
8. Discharge of drainage from rooftops should be controlled through gutters and down spouts. The openings of the down spouts should be located at least five (5) feet from impervious surfaces to maximize natural infiltration of discharge. Design of other impervious services (i.e., driveways, patios) should incorporate drainage to turf areas rather than direct drainage to the street system whenever possible.

All exterior
barriers walls will
be covered with
a water barrier
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9. Drainage along lot lines shall be maintained in accordance with the site-grading plan. Grades within five (5) feet of the lot line shall be maintained in accordance with the site-grading plan.
10. All structures erected in the plat shall be erected within the building envelope depicted for each lot on the plat.
11. Garage structures shall be constructed in a location on the lot whereby a minimum separation of 20 feet is maintained between the garage door and the sidewalk in front of the home. No detached garages shall be allowed.
12. House/garage placement: At least 25% of the proposed houses shall provide that the attached garage be setback at least four (4) feet from the front face of the house. At least 75% of the houses shall provide that the attached garage be setback at least two (2) feet from the front face of the house. A maximum of 25% of the proposed houses may provide that the attached garage extends in front of the face of the house a maximum of four (4) feet.
13. Lot coverage by impervious surfaces including roofs, patios, driveways, walks, etc. shall be limited to 50 per cent of the total lot area, except that public sidewalks in easements at the front of the lots shall not be included in the calculations for impervious areas.
14. All driveways and approaches shall be of concrete construction.

VII. **Landscaping:**

1. Landscaping shall provide for adequate drainage of the lot.
2. Landscaping should harmonize throughout the plat, but especially with the adjoining lots if those lots have already been landscaped.
3. Yards adjacent to the street must be well maintained, especially if unconventional landscaping is used.
4. Fences, if permitted by the Committee, should be inconspicuous as seen from the street. Shrubbery is recommended for screening fences and front foundations and may be required for that purpose.
5. A minimum of five (5) landscape foundation plantings shall be incorporated into the landscape plan for each lot.

6. A minimum of one (1) shade tree in the front yard shall be incorporated into the landscape plan for each lot.
7. The owner of each lot is responsible for erosion control and shall maintain the lot in such a fashion so as to prevent erosion thereon and on adjacent lots.

VIII. **General Restrictions:**

1. All construction of structures and improvements, including lawn shall be completed within one year of commencement of any work.
2. No commercial signs or other advertising shall be displayed on any lot. (Customary "For Rent" or real estate "For Sale" signs of a modest size excepted.)
3. No refuse pile or unsightly objects shall be allowed to be placed or subject to remain on any lot. Any tanks (including fuel tanks) must be buried or screened sufficiently to conceal them from view of neighboring lots, roads or streets. Garbage cans, waste and waste receptacles must be concealed except when placed at the curb for collection.
4. No lot shall be used in whole or in part as a public or private throughway for vehicular traffic.
5. All motor vehicles, except those necessary for property maintenance shall be driven or parked only upon paved streets and driveways.
6. Commercial vehicles may be parked on paved streets or driveways only for a period of time not to exceed two (2) hours. Recreational vehicles and motorboats may be parked only on paved driveways and only for a period of time not to exceed three (3) days.
7. No structure shall be moved onto any of the lots subject hereto.
8. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. No animals shall be raised or kept on any lot, except domestic pets. Not more than two (2) dogs or cats over the age of four (4) months shall be housed on any lot. There shall be no outside housing or penning of domestic pets. Domestic pets let outside of the principal structure on a lot on a temporary basis must be leashed.

10. No temporary structure or building, trailer, basement, tent, shack, garage or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
11. Not more than two (2) licensed vehicles designed for travel on public highways shall be kept or stored on any lot, unless stored in an enclosed structure. The parking and outside storage of recreational vehicles, such as, boats of any kind, motor homes, snowmobiles, camper trailers, as well as cargo trailers, and trailers of any other type is prohibited on any lot for any continuous period of time in excess of three (3) days in any 30 day period. Permanent outside storage of such vehicles, as well as unlicensed or inoperative vehicles, toys, and other unsightly objects shall not be allowed. No motorbikes, motorcycles, snowmobiles, or other noisy vehicles shall be operated on any lot other than to bring them to an enclosed point of storage. No vehicle shall be parked for repairs on driveways or public roadways.
12. The parking and outside storage of commercial type vehicles such as school buses, trucks (excluding pickup trucks), semi trailers, construction equipment, as well as recreational vehicles including boats of any kind, motor homes, snowmobiles, camper trailers, cargo trailers, and trailers of any other type on any outlot is prohibited, except for temporary delivery purposes.
13. No lot shall be allowed to appear in an unclean or untidy condition nor shall any substance, junk, animals, machines or devices be kept on any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or security of the occupants of surrounding property. In keeping with this concept exterior lighting shall not be directed in such a manner as to create a nuisance to neighbors.
14. All lot owners shall purchase and use the mailbox and support post designed, approved and authorized by the Design Review Committee. Mailbox post installation shall be at locations approved and designated by the Fitchburg Postmaster and the Committee. The lot owners shall maintain all mailbox structures in good repair and appearance.
15. Vegetable or flower garden areas are to be kept neat and orderly.
16. No wind powered electric generators, exterior television or radio receiving or transmission antennae or satellite signal receiving station or dish shall be placed or maintained upon any portion of a lot, except that one satellite dish not exceeding 24" in diameter may be installed but must be completely screened from the street fronting the lot.

- 17. It is the obligation of the lot owner to maintain the lot in a neat and orderly condition during construction. The builder shall provide a dumpster or other container of adequate size for disposal and containment of all construction debris. During the construction period, each construction sight shall be kept free of unreasonable accumulation of trash and debris so as to prevent it from becoming a public eyesore.
- 18. No fire wood or wood piles shall be kept outside of a structure unless it is neatly stacked, placed in a rear yard and screened from view from the street side by plantings or another device approved by the Committee.

IX. **Severability:** Invalidation of anyone of these covenants or restrictions by court order or otherwise shall in no way affect any other provision which shall remain in full force and effect.

X. **Duration:** This Declaration shall be effective for a period of twenty-five (25) years from the date it is executed. Thereafter, it shall be automatically renewed for successive five (5) year periods, unless a majority of the owners of the lots affected hereby and the City of Fitchburg affirmatively ascent to the termination of the restrictions.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this ____ day of _____, 2005

UNITY FOR COMMUNITY, L.L.C., a Wisconsin Limited Liability Company

By: _____
 Thomas J. Ellefson, Sole Member

STATE OF WISCONSIN)
) ss.
 COUNTY OF DANE)

Personally came before me, this ____ day of _____, 2005, the above named Thomas J. Ellefson to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public
 Dane County, Wisconsin
 My commission _____

This instrument drafted by Lewis A. Averill, P.E.