

## TERRAVESSA

AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE PLAT OF TERRAVESSA AND THE FIRST  
ADDITION TO TERRAVESSA

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Drafted by and Return Address:

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See Exhibit A

Parcel Identification Number (PIN)

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS is made by Fitchburg Lands, LLC ("*Developer*").

### RECITALS:

A. Developer recorded the Plat of Terravessa for lands legally described as Lots 1 through 157 inclusive, and Outlots 1 through 42, Plat of Terravessa (the "Original Plat") which was recorded in the Office of the Register of Deeds, Dane County, on September 11, 2018 as Document No. 5440387, Volume 60-099A of Plats, Pages 545-554, all in the City of Fitchburg, Dane County, Wisconsin; and

B. Developer recorded the plat of the First Addition to Terravessa for lands legally described as Lots 158 through 236, inclusive, and Outlots 43 through 50, inclusive, First Addition to Terravessa (the "First Addition" which together with the Original Plat shall be the "Plat"), which was recorded in the Office of the Register of Deeds, Dane County, on October 29, 2020, as Document No. 5655478; and

C. Developer recorded the Declaration of Covenants, Conditions and Restrictions for Lots 1 through 157 Inclusive and Outlots 1 through 42, Inclusive, Plat of Terravessa in the Office of the Register of Deeds Dane County, on July 16, 2019, as Document No. 5504872, which

Declaration was amended by an Amendment to Declaration of Covenants, Conditions and Restrictions for Lots 1 through 157 Inclusive and Outlots 1 through 42, Inclusive, Plat of Terravessa recorded in the Office of the Register of Deeds Dane County, on December 9, 2019, as Document No. 5546848, a Second Amendment to Declaration of Covenants, Conditions and Restrictions for Lots 1 through 157 Inclusive and Outlots 1 through 42, Inclusive, Plat of Terravessa recorded in the Office of the Register of Deeds Dane County, on January 2, 2020, as Document No. 5552728, and a Third Amendment to Declaration of Covenants, Conditions and Restrictions for Lots 1 through 157 Inclusive and Outlots 1 through 42, Inclusive, Plat of Terravessa recorded in the Office of the Register of Deeds Dane County, on October 15, 2020, as Document No. 5649350 (collectively as originally recorded and as subsequently amended the “Declaration”); and

D. Outlot 42 of the Original Plat was platted to become the First Addition, Outlots 12 and 41 of the Original Plat became Lot 1 and Outlots 1-3 of Certified Survey Map Number 15003, Lots 76-83 of the Original Plat were replatted to become lots 1-8 of Paxton Place, and lots 84-91 of the Original Plat were replatted to become lots 9-16 of Paxton Place II.

E. Developer desires to amend and restate the Declaration to include the First Addition to Terravessa.

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

## ARTICLE 1 STATEMENT OF PURPOSE

1.1 General Purpose. The general purpose of this Declaration is to help assure that the Development will become and remain an attractive community; to preserve and maintain the natural beauty of the Development; to insure the most appropriate development and improvement of each Lot; to promote the erection of well-designed and proportioned structures; to obtain harmonious improvements and use of material and color schemes; and to insure the highest and best use of the Development. The Development is subject to the City of Fitchburg SmartCode District requirements and this Declaration is meant to complement and supplement such requirements.

1.2 Architectural Control. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

## ARTICLE 2 DEFINITIONS

The following definitions and any terms that are defined in other sections of this Declaration shall be applicable to this Declaration:

2.1 Association. Terravessa Homeowners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.2 Building. Any structure of any kind constructed or proposed to be constructed on a Lot.

2.3 City. The City of Fitchburg, Wisconsin.

2.4 Committee. The Architectural Control Committee described in Section 3.1(a).

2.5 Declaration. This Declaration of Covenants, Conditions and Restrictions.

2.6 Dwelling. Single-family dwellings to be constructed on the Lots.

2.7 Development. The lands described under Recitals A and B.

2.8 Future Phases. The land described as Outlot 40 on the Plat of Terravessa and outlots 1-3 of Certified Survey Map Number 15003 are reserved by the Developer for future development phases that may be added to the Development and may be made subject to this Declaration in the future.

2.9 Lot. Any platted Lot within the Development, including lots 1-8 of Paxton Place and lots 9-16 of Paxton Place II, but not including lot 1 and outlots 1-3 of Certified Survey Map Number 15003.

2.10 Outlots. The parcels identified as Outlots on the Plat and lot 1 and outlots 1-3 of Certified Survey Map Number 15003. A list of the Outlots and their uses is attached as Exhibit B.

2.11 Owner. The person or persons, including any business entity, having the power to convey the fee simple title to any portion of the Development.

2.12 Register of Deeds. Office of Register of Deeds for Dane County, Wisconsin.

### ARTICLE 3 ARCHITECTURAL CONTROL COMMITTEE AND PARK FEES

#### 3.1 Establishment Duties, Membership.

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

(b) The Committee shall initially consist solely of Developer, and/or its related entities successors or assigns. Developer may at any time, at its sole discretion, appoint up to three (3) Owners to serve as the Committee with the decisions rendered by the majority to be binding. Notwithstanding the foregoing provisions, at such time as Developer or its successors or assigns no longer owns any Lot subject to this Declaration, the directors of the Association shall elect the members and fill vacancies on the Committee.

3.2 Procedure. An Owner desiring to construct a Building or otherwise improve a Lot shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. Prior

to submission of plans and specifications to the Committee, the Owner must submit an application to the City and obtain City approval. A copy of the current City application is attached as Exhibit C. The Committee may appoint a qualified designee to conduct the initial review of submissions and make recommendations to the Committee. The items submitted to the Committee or the Committee's designee shall include:

- (a) Construction details for all Buildings, structures, fences, walls and other improvements;
- (b) Elevation drawings of any Building;
- (c) Proposed facades of any Building, including the style, color and location of eaves and windows;
- (d) A description of materials to be used in any Building or improvement;
- (e) A detailed site plan showing the Building footprint and driveway, the location of all structures with respect to topography and finish grade elevation, the top of the foundation structure in relation to the nearest street or curb elevation and the proposed water drainage patterns;
- (f) The color scheme of all improvements;
- (g) Landscape plans and specifications detailing the size and location of proposed trees, shrubs, fences, berms, walls, patios, family gardens, bedding plantings, and other landscape materials;
- (h) For any building including attached units sharing a party wall, a draft of a zero lot line agreement or similar agreement providing for consistent maintenance and repair of the building;
- (i) A copy of the approval of the site plans from the City of Fitchburg;
- (j) The fee determined under Section 3.5 below; and
- (k) Such other materials as the Committee may deem necessary.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or comparable qualified individual or firm. A submission will not be complete and the thirty (30)-day approval time set forth below shall not commence until all documents required in this Section 3.2 have been submitted. All such submissions shall be to the appointee of the Committee or to the Developer, if no person is designated to review submissions at its principal place of business (or, if Developer ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 3.5. After initial review by the appointed designee, Developer shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of at least three of its members, may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final development plans. If the

Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two or more Committee members. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Owner of the Lot shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee, and, if necessary, the City of Fitchburg. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes.

3.3 Standards. The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

- (a) are not in conformity with any of the restrictions set forth in this Declaration; or
- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with Buildings located on the surrounding Lots; or
- (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- (e) are not in conformity with the general purposes of this Declaration.

3.4 Occupancy. No structure shall be occupied unless it has been approved by the Committee pursuant to Section 3.2, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued therefor.

3.5 Fees. The initial fee for Committee review is \$100.00. The Committee, by majority vote, may from time to time implement a fee schedule designed to defray the Committee's out-of-pocket costs, including the fee of any designee appointed by the Committee, incurred in connection with its review of any preliminary or final development plan or of any resubmission of any such plans and such fee may be adjusted at any time by the Committee.

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

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

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

## ARTICLE 4 ARCHITECTURAL RESTRICTIONS

4.1 Front and Side Yard Requirements. All Buildings or any parts thereof shall be built and sited in conformance with the standards set forth in the Fitchburg Zoning Code for the specific Transect Zone in which the Lot is located. Summaries of the current standards are attached as Exhibit D.

4.2 Building Location. All Buildings should be sited on the Lot to present their most desirable face to the street and where possible should be related to Buildings on adjoining Lots. The use of front porches by Owners is strongly encouraged and will help gain Committee approval. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Lots.

4.3 Utilities. All utilities serving any Building or site shall be underground.

4.4 Fencing. All fencing shall be constructed of iron, or iron appearing plastic. No chain link fencing shall be permitted. All fencing shall be erected with the finished side out (finished side facing the adjoining property or street). Gates are permitted and shall be consistent with the fencing style, opening inwards into the Lot. Fencing shall be limited to the rear yard and to any portion of the side yard which is to the rear of the corner of the enclosed living space of a structure nearest the front yard; no fencing shall be permitted in the front yard or any other portion of the side yards. Only one fence shall be permitted along a common lot line (with fences on adjoining property meeting at the common corners). No fencing over four (4) feet in height shall be permitted unless required by law. Information and plans regarding the design, materials and location of fences must be submitted to the Committee for approval.

4.5 Mailboxes. Except for multi-family Buildings where the mailboxes are located within such Building, mailboxes will be installed at one or more clusters or a central location. No Lot owner may install a separate mailbox outside of such location. Fees for mailbox access, maintenance, and repair may be assessed by the Developer or the Homeowner's Association.

4.6 Garages: Use of Outbuildings. All garages shall have space for no fewer than two cars. No trailer, basement, tent, tree house, shack, shed, detached garage, barn or outbuilding shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction. Play equipment such as swing sets, playhouses and the like may be installed with the approval of the Committee.

4.7 Construction Deadline. The Owners of any Lot in this plat subject to these conditions, covenants, restrictions and easements, other than the Declarant, shall commence construction within twenty-four (24) months of purchase or when building permits are first issuable for said Lot, whichever is later, and shall complete construction, including all

landscaping, within (6) months of the issuance of a building permit, except as to those items which are delayed by reason of weather, and as to those items as weather permits.

4.8 Landscaping. The following guidelines shall be followed for each Lot in the Development:

(a) All front, rear, and side yards and terrace areas, except tree, shrub and flower bed areas, shall be seeded or sodded, except that the Owner(s) of any Lot may have a family fruit and/or vegetable garden within the rear yard provided that same is a minimum of ten (10) feet from adjacent properties and same is maintained in a clean and orderly condition. Natural or prairie lawn may be permitted if authorized by the Committee subject to such conditions as the Committee may impose. All lawns and non-lawns areas shall be kept free of noxious weeds.

(b) Landscape planting and maintenance of the premises and adjoining street terrace shall be the responsibility of the Lot or outlot Owner(s). Completed visual screening of the front, rear or side of any Lot or outlot is prohibited without approval of the Developer or the Committee, whichever is then applicable.

(c) Exposed concrete of a foundation wall of a Building shall be treated with natural material or cultured stone on the front and a minimum of twenty (20) feet back from the front corners of the Building. Foundation plantings shall be planted from that point to the back corners of the Building.

(d) No Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots.

4.9 Driveways. All driveways shall be poured concrete or asphalt.

4.10 Swimming Pools. All swimming pools shall be approved by the Committee and shall comply with all state and local requirements.

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

4.12 Alleyways. Lots 11 through 152 are subject to and benefitted by a Declaration of Private Alleyway Access and Utility Easements recorded on October 15, 2018 with the Office of the Dane County Register of Deeds as document number 5447939 which was amended to reflect the replatting of Lots 76-91 and to include Lots 158 through 218 by an Amended and Restated Declaration of Private Alleyway Access and Utility Easements recorded on February 10, 2021 with the Office of the Dane County Register of Deeds as document number 5693369. Access to such Lots by vehicle shall be through the adjacent private alleyway, and all garages serving the Lots shall be constructed facing the private alleyway.

4.13 Variances. The Committee is authorized in its sole discretion to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration.

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

## ARTICLE 5 USE RESTRICTIONS

5.1 Single-Family Residences. Lots 1-10, 12, 13, 15, 16, 18, 19, 22, 24, 25, 27, 28, 30, 31, 47-54, 59-63, 70-75, 98-103, 110-114, 135, 136, 137, 139, 140, 141, 143-148, 150, 151 and 158-236 shall each be used as a single-family residential Dwelling. A Dwelling shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. No structures shall be erected, altered, placed or permitted to remain on any Lot or part other than one detached single-family Dwelling, not to exceed two stories in height (not including an exposed lower level), and a private garage constructed in accordance with Section 4.6. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling with the following exceptions:

(a) Developer may use one or more Lots as a sales office, and model home, and / or Parade home;

(b) An Owner may maintain his or her personal, professional library in his or her Dwelling;

(c) An Owner may keep his or her personal business or professional records or accounts in his or her Dwelling;

(d) An Owner may conduct his or her personal business or professional telephone calls or correspondence from his or her Dwelling;

(e) Any other non-residential use permitted in a T3 or T4 Transect Zone as the case may be, may be permitted by the Committee, in its discretion.

5.2 Two Flat Residences. Lots 11, 14, 17, 20, 21, 23, 26, 29, 32, 115, 138, 142, 149, and 152 may be used as a two-unit residential structure. Each of the two units shall be used for "single family residential purposes" as defined above. The remaining restrictions and limitations of Section 5.1 above shall apply to the Lots included in this section.

5.3 Attached Units. Lots 64-69, 92-97, 104-109, and 116-135 of the Plat and lots 1-8 of Paxton Place and lots 9-16 of Paxton Place II may be used as attached units sharing a party wall at the Lot boundary or for other permitted uses. Signs advertising these lots for sale, re-sale, rent, or re-rental shall be limited to one common sign for all lots or units in a block. Sign design and placement must be approved by the Committee.



5.4 Additional Uses. Lots 33-46 and 55-58 are in T5 Transect Zone which allows for multi-family, office and other commercial uses. Uses permitted by the City of Fitchburg Zoning Ordinance for a T5 Transect Zone may be permitted by the Committee, in its discretion.

5.5 Parade of Homes. While the Developer retains ownership of any Lots within the Property, the Developer reserves the right to submit some or all of said Lots and related outlots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of said Lots and related outlots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration of Covenants, Restrictions and Conditions shall, as to the Lots and outlots enrolled in the Parade of Homes, for the limited period of time commencing forty-eight (48) hours prior to the commencement of the Parade of Homes and ending forty-eight (48) hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes at the Property, pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of Lots within the Property, and their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by Developer, the Madison Area Builders Association, or any of the builders or participants in such Parade of Homes during the period of such Parade(s) as set forth above.

5.6 Restricted Build Areas.

(a) No Owner shall construct any part of his or her single family Dwelling intended for occupancy within any area designated as restricted build areas on the Plat.

(b) An Owner may, with the written consent of the Architectural Control Committee, construct limited improvements with the restricted build areas set forth on the Plat. Examples of such limited improvements would include porches, patios, decks, retaining walls, fences, etc.

5.7 Signs. Subject to Section 5.3, no commercial or business sign of any kind shall be displayed to the public view on any residential Lot except upon approval of the Committee and may include one sign of not more than six square feet advertising the Lot for sale or for rent, or signs provided and allowed exclusively by the Committee for builders or licensed real estate brokers during the initial construction and sales periods and for the resale of any Lot or Dwelling. The Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Lots. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.

5.8 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers. All equipment for storage or disposal of such waste material shall be kept in a clean and sanitary condition and suitably screened from view from the street.

5.9 Storage and Parking. Outdoor storage of vehicles, boats, or any other personal property, including the storage of personal property on porches, shall not be permitted. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. On-street parking on public streets shall comply with all municipal requirements. No firewood or wood pile shall

be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee. Nothing set forth in this Section 5.9 shall prohibit temporary storage and parking of vehicles for other than long-term storage, or the use of porches for outdoor furniture, plants, and other items for the use or enjoyment of the porch. If a vehicle or other property is not moved for a ten (10) day period, it shall be considered as long-term storage in violation of this Section 5.9. No cars or other equipment may be parked on any yard at any time.

5.10 Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Lot not used as a Building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard and provided that such gardens shall be pursuant to plans previously approved by the Committee under Section 4.11.

5.11 Pets and Animals. No more than three uncaged domestic animals may be kept at any one time within a Dwelling. Furthermore, no Rottweilers or Pit Bulls shall be allowed on any Lot, unless otherwise approved by the Committee. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee in writing, and animals shall not be tied up on any Lot or allowed to roam free at any time. Multi-family Buildings shall impose and keep in place a restriction on pets and animals at least as restrictive as this Section 5.11. Pet owners shall be responsible for picking up and properly disposing of all pet waste, whether on their own Lot, public areas, or property of the Association.

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

5.13 Antennae / Lighting / Miscellaneous Fixtures. Except to the extent that this section is in conflict with any federal law or regulation, no exterior antennas or satellite dishes greater than twenty (20) inches in diameter shall be permitted on any structure or Lot unless approved in writing in advance by the Developer or the Committee. Windmills, walls or fences shall be screened from public view to the extent reasonably possible. All exterior lighting on the Property shall be designed and operated to contain the light, to the extent reasonably possible, within the Lot on which the light is located.

5.14 Construction Period Provisions. The Committee or the Developer may waive any provision of this Declaration in order to promote orderly and efficient construction on the Lots, may limit or regulate the storage, delivery and moving of construction materials, and may establish one or more areas outside of the Lot on which construction is occurring for the storage and delivery of construction materials, excavated earth or fill, and may permit or require Lot Owners to use the designated areas for construction purposes. The Owners may not use streets or alleyways for construction storage without the consent of the Developer or the Committee. The streets and alleyways shall be kept in clean, unobstructed condition during construction. Developer may charge each builder a fee upon purchase of a Lot to defray the cost of street and alleyway cleaning during construction.

ARTICLE 6  
DIVISION OF LOTS BY OWNERS

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

ARTICLE 7  
HOMEOWNERS ASSOCIATION

7.1 Terravessa Homeowners Association. Each Owner of a Lot in the Plat shall be a member of the Terravessa Homeowners Association, Inc. Membership in the Association shall be limited to those owning Lots in the Plat and shall be conveyed along with the conveyance of such Lots. The Association shall have the power to enforce these covenants and restrictions and, to the extent necessary to obtain funds to carry out its responsibilities, the Association shall have the power to levy assessments against the Lot Owners, which may be based on the benefit of the expenditures to the Lots and which need not be equal.

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

7.3 Fines; Specific Performance; Interest. The Owners agree that a violation of the covenants set forth in this Declaration may cause irreparable harm to the other Owners. The Owners agree that an amount not to exceed One Hundred Dollars (\$100.00) per day will be paid by the violating Owner for each day a violation is outstanding and has not been cured. All fines shall be paid within fifteen (15) days after mailing of the notice of the fine. Any and all administrative or legal fees incurred in connection with collecting any amounts due hereunder, as well as reasonable attorneys' fees incurred in connection with an action for injunctive relief, damages and/or any and all collections of due amounts, together with interest thereon, shall also be promptly paid by the Owner responsible for the violation. Any and all costs assessed pursuant hereto shall become a lien on the Lot owned by said Owner. Any amounts due hereunder shall bear interest at the maximum rate permitted by law or twelve percent (12%) per annum, whichever is less, from the date such sums are due until paid.

7.4 Declaration of Assessments. For the maintenance of the private alleyways or other area used in common, the Association shall levy assessments due and payable thirty (30) days from the date of such levy. The Association shall notify each Owner of the action taken by the Board, the amount of the assessment against the Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid, or be personally delivered to the Owner.

7.5 Collection of Assessments. In the event any assessment levied against any Lot remains unpaid for a period sixty (60) days from the date of the levy, the Association may file a claim for a maintenance lien against the Lot for which payment is not made, and upon compliance with the provisions of § 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such Lot. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Association may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject Lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of the Owner's Lot.

7.6 Fee Due on Transfers of Lot. Upon the first conveyance of a Lot by the Developer and every subsequent transfer a fee shall be due in the amount of \$100 for each Lot to be used for single family purposes, \$50 per unit for each Lot to be used for multi-family residential purposes, and \$500 for each Lot to be used for commercial purposes. Lots conveyed for school or other public purposes and Lots conveyed to the Homeowner's Association, including the Private Alleyways, shall be exempt from paying the fee. The Association may revise the fee from time to time.

7.7 Joint and Several Liability of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments in excess of the amount in the statement. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from collecting any unpaid assessments of the grantor from the grantee.

## ARTICLE 8 FUTURE PHASES

8.1 Future Phases. Developer expressly reserves unto itself, its successors and assigns the right to expand the Development, in one or more phases, by adding all or a portion of Outlot 40, and outlots 2 and 3 of Certified Survey Map Number 15003 to the Development. Any such Future Phases shall be in the sole discretion of the Developer. No Lot Owner or other person shall have the right to require any such expansion, and the Developer shall not need the consent or approval of any Lot Owner for any such expansion or to amend this Declaration to incorporate such expansion.

8.2 Effective Time of Expansion. The Development shall be deemed expanded when an amendment to this Declaration and a subsequent subdivision plat are recorded in the Dane County Register of Deeds' Office creating and adding such Future Phase(s) to the Development. At such time that said amendment and subdivision plat are recorded, each Owner of a lot in the applicable future phase shall be a member of the Terravessa Homeowners Association, Inc.

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

## ARTICLE 9 MISCELLANEOUS

9.1 Term and Amendment. The Developer may amend this Declaration to incorporate Future Phases as provided in Section 8.1. The Developer or the Association may amend this Declaration solely to reflect changes in the City's zoning code, application, or other City requirements or restrictions without consent of the Owners. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot, or through Developer for a period of twenty-five (25) years from the date this Declaration is initially recorded. Until Developer no longer holds any interest of record in any property comprising the Plat of Terravessa, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the Owners of at least Fifty-One Percent (51%) of the Lots subject to this Declaration. Thereafter, until the termination of this Declaration, this Declaration may be amended by recording of an instrument executed by the Owners of at least Fifty-One Percent (51%) of the Lots subject hereto. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least Fifty-One Percent (51%) of the Lots subject to it has been recorded to terminate or amend the same in whole or in part. In ascertaining the number of Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Lot shall constitute a unit having a single vote.

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

9.3 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot in the Development.

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

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Executed on FEBRUARY 5, 2021.

FITCHBURG LANDS, LLC

By: \_\_\_\_\_  
Name: Patricia Sien  
Title: Manager

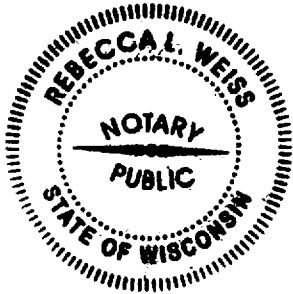
ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of FEBRUARY, 2021 by Patricia Sien, Manager of Fitchburg Lands, LLC, a Wisconsin limited liability company.

Rebecca L. Weiss  
Name: REBECCA L. WEISS  
Notary Public, State of Wisconsin

My Commission: 07-23-2022



## EXHIBIT A

### Parcel Identification Numbers:

PARCEL NUMBER	DESCRIPTION
0609-124-2001-2	TERRAVESSA LOT 1
0609-124-2012-2	TERRAVESSA LOT 2
0609-124-2023-2	TERRAVESSA LOT 3
0609-124-2034-2	TERRAVESSA LOT 4
0609-124-2045-2	TERRAVESSA LOT 5
0609-124-2056-2	TERRAVESSA LOT 6
0609-124-2067-2	TERRAVESSA LOT 7
0609-124-2078-2	TERRAVESSA LOT 8
0609-124-2089-2	TERRAVESSA LOT 9
0609-124-2100-2	TERRAVESSA LOT 10
0609-124-2111-2	TERRAVESSA LOT 11
0609-124-2122-2	TERRAVESSA LOT 12
0609-124-2133-2	TERRAVESSA LOT 13
0609-124-2144-2	TERRAVESSA LOT 14
0609-121-4005-2	TERRAVESSA LOT 15
0609-121-4016-2	TERRAVESSA LOT 16
0609-121-4027-2	TERRAVESSA LOT 17
0609-121-4038-2	TERRAVESSA LOT 18
0609-121-4049-2	TERRAVESSA LOT 19
0609-121-4060-2	TERRAVESSA LOT 20
0609-121-4071-2	TERRAVESSA LOT 21
0609-121-4082-2	TERRAVESSA LOT 22
0609-121-4093-2	TERRAVESSA LOT 23
0609-121-4104-2	TERRAVESSA LOT 24
0609-121-4115-2	TERRAVESSA LOT 25
0609-121-4126-2	TERRAVESSA LOT 26
0609-121-4137-2	TERRAVESSA LOT 27
0609-121-4148-2	TERRAVESSA LOT 28
0609-121-4159-2	TERRAVESSA LOT 29
0609-121-4170-2	TERRAVESSA LOT 30
0609-121-4181-2	TERRAVESSA LOT 31
0609-121-4192-2	TERRAVESSA LOT 32
0609-121-4203-2	TERRAVESSA LOT 33
0609-121-4214-2	TERRAVESSA LOT 34
0609-121-2005-2	TERRAVESSA LOT 35
0609-121-2016-2	TERRAVESSA LOT 36
0609-121-2027-2	TERRAVESSA LOT 37
0609-121-2038-2	TERRAVESSA LOT 38
0609-121-2049-2	TERRAVESSA LOT 39

0609-121-2060-2	TERRAVESSA LOT 40
0609-121-2071-2	TERRAVESSA LOT 41
0609-121-4232-2	TERRAVESSA LOT 42
0609-121-4243-2	TERRAVESSA LOT 43
0609-121-2094-2	TERRAVESSA LOT 44
0609-121-2105-2	TERRAVESSA LOT 45
0609-121-4266-2	TERRAVESSA LOT 46
0609-121-4277-2	TERRAVESSA LOT 47
0609-121-4288-2	TERRAVESSA LOT 48
0609-121-4299-2	TERRAVESSA LOT 49
0609-121-4310-2	TERRAVESSA LOT 50
0609-121-4321-2	TERRAVESSA LOT 51
0609-121-4332-2	TERRAVESSA LOT 52
0609-121-4343-2	TERRAVESSA LOT 53
0609-121-4354-2	TERRAVESSA LOT 54
0609-121-4365-2	TERRAVESSA LOT 55
0609-121-4376-2	TERRAVESSA LOT 56
0609-121-4387-2	TERRAVESSA LOT 57
0609-121-4398-2	TERRAVESSA LOT 58
0609-121-4409-2	TERRAVESSA LOT 59
0609-121-4420-2	TERRAVESSA LOT 60
0609-121-4431-2	TERRAVESSA LOT 61
0609-121-4442-2	TERRAVESSA LOT 62
0609-121-4453-2	TERRAVESSA LOT 63
0609-121-4464-2	TERRAVESSA LOT 64
0609-121-4475-2	TERRAVESSA LOT 65
0609-121-4486-2	TERRAVESSA LOT 66
0609-121-4497-2	TERRAVESSA LOT 67
0609-121-4508-2	TERRAVESSA LOT 68
0609-121-4519-2	TERRAVESSA LOT 69
0609-121-4530-2	TERRAVESSA LOT 70
0609-121-4541-2	TERRAVESSA LOT 71
0609-121-4552-2	TERRAVESSA LOT 72
0609-121-4563-2	TERRAVESSA LOT 73
0609-121-4574-2	TERRAVESSA LOT 74
0609-121-4585-2	TERRAVESSA LOT 75
0609-121-5601-2	PAXTON PLACE LOT 1
0609-121-5712-22	PAXTON PLACE LOT 2
0609-121-5723-2	PAXTON PLACE LOT 3
0609-121-5734-2	PAXTON PLACE LOT 4
0609-121-5745-2	PAXTON PLACE LOT 5
0609-121-5756-2	PAXTON PLACE LOT 6
0609-121-5767-2	PAXTON PLACE LOT 7
0609-121-5778-2	PAXTON PLACE LOT 8
0609-121-4245-2	PAXTON PLACE II LOT 9
0609-121-4247-2	PAXTON PLACE II LOT 10



0609-121-4249-2	PAXTON PLACE II LOT 11
0609-121-4251-2	PAXTON PLACE II LOT 12
0609-121-4253-2	PAXTON PLACE II LOT 13
0609-121-4255-2	PAXTON PLACE II LOT 14
0609-121-4257-2	PAXTON PLACE II LOT 15
0609-121-4259-2	PAXTON PLACE II LOT 16
0609-121-4772-2	TERRAVESSA LOT 92
0609-121-4783-2	TERRAVESSA LOT 93
0609-121-4794-2	TERRAVESSA LOT 94
0609-121-4805-2	TERRAVESSA LOT 95
0609-121-4816-2	TERRAVESSA LOT 96
0609-121-4827-2	TERRAVESSA LOT 97
0609-121-4838-2	TERRAVESSA LOT 98
0609-121-4849-2	TERRAVESSA LOT 99
0609-121-4860-2	TERRAVESSA LOT 100
0609-121-4871-2	TERRAVESSA LOT 101
0609-121-4882-2	TERRAVESSA LOT 102
0609-121-4893-2	TERRAVESSA LOT 103
0609-121-4904-2	TERRAVESSA LOT 104
0609-121-4915-2	TERRAVESSA LOT 105
0609-121-4926-2	TERRAVESSA LOT 106
0609-121-4937-2	TERRAVESSA LOT 107
0609-121-4948-2	TERRAVESSA LOT 108
0609-121-4959-2	TERRAVESSA LOT 109
0609-121-4970-2	TERRAVESSA LOT 110
0609-121-4981-2	TERRAVESSA LOT 111
0609-121-4992-2	TERRAVESSA LOT 112
0609-121-5003-2	TERRAVESSA LOT 113
0609-121-5014-2	TERRAVESSA LOT 114
0609-121-5025-2	TERRAVESSA LOT 115
0609-121-5036-2	TERRAVESSA LOT 116
0609-121-5047-2	TERRAVESSA LOT 117
0609-121-5058-2	TERRAVESSA LOT 118
0609-121-5069-2	TERRAVESSA LOT 119
0609-121-5080-2	TERRAVESSA LOT 120
0609-121-5091-2	TERRAVESSA LOT 121
0609-121-5102-2	TERRAVESSA LOT 122
0609-121-5113-2	TERRAVESSA LOT 123
0609-121-5124-2	TERRAVESSA LOT 124
0609-121-5135-2	TERRAVESSA LOT 125
0609-124-2166-2	TERRAVESSA LOT 126
0609-124-2177-2	TERRAVESSA LOT 127
0609-124-2188-2	TERRAVESSA LOT 128
0609-124-2199-2	TERRAVESSA LOT 129
0609-121-5150-2	TERRAVESSA LOT 130
0609-121-5161-2	TERRAVESSA LOT 131

0609-124-2222-2	TERRAVESSA LOT 132
0609-124-2233-2	TERRAVESSA LOT 133
0609-124-2244-2	TERRAVESSA LOT 134
0609-124-2255-2	TERRAVESSA LOT 135
0609-124-2266-2	TERRAVESSA LOT 136
0609-124-2277-2	TERRAVESSA LOT 137
0609-124-2288-2	TERRAVESSA LOT 138
0609-124-2299-2	TERRAVESSA LOT 139
0609-124-2310-2	TERRAVESSA LOT 140
0609-124-2321-2	TERRAVESSA LOT 141
0609-124-2332-2	TERRAVESSA LOT 142
0609-124-2343-2	TERRAVESSA LOT 143
0609-124-2354-2	TERRAVESSA LOT 144
0609-124-2365-2	TERRAVESSA LOT 145
0609-124-2376-2	TERRAVESSA LOT 146
0609-124-2387-2	TERRAVESSA LOT 147
0609-124-2398-2	TERRAVESSA LOT 148
0609-124-2409-2	TERRAVESSA LOT 149
0609-124-2420-2	TERRAVESSA LOT 150
0609-124-2431-2	TERRAVESSA LOT 151
0609-124-2442-2	TERRAVESSA LOT 152
0609-124-2453-2	TERRAVESSA LOT 153
0609-124-2464-2	TERRAVESSA LOT 154
0609-124-2475-2	TERRAVESSA LOT 155
0609-124-2486-2	TERRAVESSA LOT 156
0609-124-2497-2	TERRAVESSA LOT 157
0609-121-5808-2	TERRAVESSA LOT 158
0609-121-5810-2	TERRAVESSA LOT 159
0609-121-5812-2	TERRAVESSA LOT 160
0609-121-5814-2	TERRAVESSA LOT 161
0609-121-5816-2	TERRAVESSA LOT 162
0609-121-5818-2	TERRAVESSA LOT 163
0609-121-5820-2	TERRAVESSA LOT 164
0609-121-5822-2	TERRAVESSA LOT 165
0609-121-5824-2	TERRAVESSA LOT 166
0609-121-5826-2	TERRAVESSA LOT 167
0609-121-5828-2	TERRAVESSA LOT 168
0609-121-5830-2	TERRAVESSA LOT 169
0609-121-5832-2	TERRAVESSA LOT 170
0609-121-5834-2	TERRAVESSA LOT 171
0609-121-5836-2	TERRAVESSA LOT 172
0609-121-5838-2	TERRAVESSA LOT 173
0609-121-5840-2	TERRAVESSA LOT 174
0609-121-5842-2	TERRAVESSA LOT 175
0609-121-5844-2	TERRAVESSA LOT 176
0609-121-5846-2	TERRAVESSA LOT 177

0609-121-5848-2	TERRAVESSA LOT 178
0609-121-5850-2	TERRAVESSA LOT 179
0609-121-5852-2	TERRAVESSA LOT 180
0609-121-5854-2	TERRAVESSA LOT 181
0609-121-5856-2	TERRAVESSA LOT 182
0609-121-5858-2	TERRAVESSA LOT 183
0609-121-5860-2	TERRAVESSA LOT 184
0609-121-5862-2	TERRAVESSA LOT 185
0609-121-5864-2	TERRAVESSA LOT 186
0609-121-5866-2	TERRAVESSA LOT 187
0609-121-5868-2	TERRAVESSA LOT 188
0609-121-6509-2	TERRAVESSA LOT 189
0609-121-6520-2	TERRAVESSA LOT 190
0609-121-5870-2	TERRAVESSA LOT 191
0609-121-5872-2	TERRAVESSA LOT 192
0609-121-5874-2	TERRAVESSA LOT 193
0609-121-5876-2	TERRAVESSA LOT 194
0609-121-5878-2	TERRAVESSA LOT 195
0609-121-5880-2	TERRAVESSA LOT 196
0609-121-5882-2	TERRAVESSA LOT 197
0609-121-5884-2	TERRAVESSA LOT 198
0609-121-5886-2	TERRAVESSA LOT 199
0609-121-5888-2	TERRAVESSA LOT 200
0609-121-5890-2	TERRAVESSA LOT 201
0609-121-5892-2	TERRAVESSA LOT 202
0609-121-5894-2	TERRAVESSA LOT 203
0609-121-5896-2	TERRAVESSA LOT 204
0609-121-5898-2	TERRAVESSA LOT 205
0609-121-5900-2	TERRAVESSA LOT 206
0609-121-5902-2	TERRAVESSA LOT 207
0609-121-5904-2	TERRAVESSA LOT 208
0609-121-5906-2	TERRAVESSA LOT 209
0609-121-5908-2	TERRAVESSA LOT 210
0609-121-5910-2	TERRAVESSA LOT 211
0609-121-5912-2	TERRAVESSA LOT 212
0609-121-5914-2	TERRAVESSA LOT 213
0609-121-2704-2	TERRAVESSA LOT 214
0609-121-2715-2	TERRAVESSA LOT 215
0609-121-2726-2	TERRAVESSA LOT 216
0609-121-2737-2	TERRAVESSA LOT 217
0609-121-2748-2	TERRAVESSA LOT 218
0609-121-2759-2	TERRAVESSA LOT 219
0609-121-2770-2	TERRAVESSA LOT 220
0609-124-0501-2	TERRAVESSA LOT 221
0609-124-0512-2	TERRAVESSA LOT 222
0609-121-6533-2	TERRAVESSA LOT 223

0609-121-6544-2	TERRAVESSA LOT 224
0609-121-6555-2	TERRAVESSA LOT 225
0609-121-6566-2	TERRAVESSA LOT 226
0609-121-6577-2	TERRAVESSA LOT 227
0609-121-6588-2	TERRAVESSA LOT 228
0609-121-6599-2	TERRAVESSA LOT 229
0609-121-6610-2	TERRAVESSA LOT 230
0609-121-6621-2	TERRAVESSA LOT 231
0609-121-6632-2	TERRAVESSA LOT 232
0609-121-6654-2	TERRAVESSA LOT 234
0609-121-6665-2	TERRAVESSA LOT 235
0609-121-6676-2	TERRAVESSA LOT 236
0609-124-2525-2	TERRAVESSA OUTLOT 1
0609-124-2550-2	TERRAVESSA OUTLOT 2
0609-121-5200-2	TERRAVESSA OUTLOT 3
0609-121-5225-2	TERRAVESSA OUTLOT 4
0609-121-5250-2	TERRAVESSA OUTLOT 5
0609-121-5275-2	TERRAVESSA OUTLOT 6
0609-121-5300-2	TERRAVESSA OUTLOT 7
0609-121-5325-2	TERRAVESSA OUTLOT 8
0609-121-5350-2	TERRAVESSA OUTLOT 9
0609-121-2150-2	TERRAVESSA OUTLOT 10
0609-121-2175-2	TERRAVESSA OUTLOT 11
0609-121-2225-2	TERRAVESSA OUTLOT 13
0609-121-2250-2	TERRAVESSA OUTLOT 14
0609-121-2275-2	TERRAVESSA OUTLOT 15
0609-121-2300-2	TERRAVESSA OUTLOT 16
0609-121-5375-2	TERRAVESSA OUTLOT 17
0609-121-5400-2	TERRAVESSA OUTLOT 18
0609-121-2325-2	TERRAVESSA OUTLOT 19
0609-121-5425-2	TERRAVESSA OUTLOT 20
0609-121-5450-2	TERRAVESSA OUTLOT 21
0609-121-5475-2	TERRAVESSA OUTLOT 22
0609-121-5500-2	TERRAVESSA OUTLOT 23
0609-121-5525-2	TERRAVESSA OUTLOT 24
0609-121-5550-2	TERRAVESSA OUTLOT 25
0609-121-5575-2	TERRAVESSA OUTLOT 26
0609-121-5600-2	TERRAVESSA OUTLOT 27
0609-121-5625-2	TERRAVESSA OUTLOT 28
0609-121-5650-2	TERRAVESSA OUTLOT 29
0609-124-2575-2	TERRAVESSA OUTLOT 30
0609-124-2600-2	TERRAVESSA OUTLOT 31
0609-124-2625-2	TERRAVESSA OUTLOT 32
0609-124-2650-2	TERRAVESSA OUTLOT 33
0609-124-2675-2	TERRAVESSA OUTLOT 34
0609-121-6025-2	TERRAVESSA OUTLOT 35


0609-121-6050-2	TERRAVESSA OUTLOT 36
0609-124-0025-2	TERRAVESSA OUTLOT 37
0609-121-0025-2	TERRAVESSA OUTLOT 38
0609-014-6025-2	TERRAVESSA OUTLOT 39
0609-014-6050-2	TERRAVESSA OUTLOT 40
0609-121-5916-2	TERRAVESSA OUTLOT 43
0609-121-5918-2	TERRAVESSA OUTLOT 44
0609-121-5920-2	TERRAVESSA OUTLOT 45
0609-121-6700-2	TERRAVESSA OUTLOT 46
0609-121-5922-2	TERRAVESSA OUTLOT 47
0609-121-5924-2	TERRAVESSA OUTLOT 48
0609-124-2800-2	TERRAVESSA OUTLOT 49
0609-124-2825-2	TERRAVESSA OUTLOT 50
0609-121-2350-2	CSM 15003 LOT 1
0609-121-2375-2	CSM 15003 OUTLOT 1
0609-121-0100-2	CSM 15003 OUTLOT 2
0609-121-2400-2	CSM 15003 OUTLOT 3

**EXHIBIT B****OUTLOTS AND USES**

<b>OUTLOT</b>	<b>USE</b>
1	Open Space, Association Maintained
2	City Parkland
3	Bike/Pedestrian Path
4	Alleyway Serving Lots 11-33
5	Bike/Pedestrian Path
6	Open Space, Signage, Association Maintained
7	Open Space, Association Maintained
8	Alleyway Serving Lots 34 and 35
9	City Park/Environmental Corridor
10	Bike/Pedestrian Path
11	Bike/Pedestrian Path
12	Replatted
13	Alleyway Serving Lots 36, 37, 38, and Outlot 12
14	Alleyway Serving Lot 39 and Outlot 12
15	Open Space, Association Maintained
16	Alleyway Serving Lots 40-44
17	Open Space/Civic/Association Maintained
18	Open Space/Car Membership/Association Maintained
19	Alleyway Serving Lot 45 and Outlot 12
20	Alleyway Serving Lots 46-47 and Outlot 12
21	Remnant Parcel Attached to Lot 48
22	Alleyway Serving Lots 48-56
23	Alleyway Serving Lots 57-63
24	Alleyway Serving Lots 64-75
25	Alleyway Serving Lots 76-83 and Future Phases
26	Alleyway Serving Lots 84-91 and Future Phases
27	Alleyway Serving Lots 92-101
28	Alleyway Serving Lots 104-115
29	Alleyway Serving Lots 116-123 and Future Phases
30	Alleyway Serving Lots 124-129 and Future Phases
31	Alleyway Serving Lots 130-141
32	Alleyway Serving Lots 142-145
33	Remnant Parcel Attached to Lot 146
34	City Park/Environmental Corridor
35	City Park/Environmental Corridor
36	Lift Station
37	City Park/Environmental Corridor
38	City Park/Environmental Corridor
39	City Park/Environmental Corridor

40	Future Development Phases
41 and 42	Replatted
43	Alleyway Serving Lots 158-171
44	Remnant Parcel Attached to Lot 171
45	Alleyway Serving Lots 172-189
46	Remnant Parcel Attached to Lot 190
47	Alleyway Serving Lots 190-206
48	Remnant Parcel Attached to Lot 207
49	Alleyway Serving Lots 207-218
50	Remnant Parcel Attached to Lot 218
Lot 1 CSM 15003	School Use
Outlot 1 CSM 15003	City Park/Environmental Corridor
Outlot 2 CSM 15003	Future Development Phases
Outlot 3 CSM 15003	Future Development Phases

EXHIBIT C  
CITY APPLICATION

 <p>City of Fitchburg Planning/Zoning Department 5520 Lacy Road Fitchburg, WI 53711 (608-270-4200)</p>	<p><b>SMARTCODE</b> <b>BUILDING/SITE PLAN</b> <b>APPLICATION (ARTICLE 5)</b></p>
---	--

**1. Location of Property:**

Street Address: \_\_\_\_\_  
Legal Description - (Metes & Bounds, or Lot No. And Plat): \_\_\_\_\_  
\_\_\_\_\_

**2. Description of Project:** \_\_\_\_\_

**3. Existing Transect Zone:** \_\_\_\_\_ **Article 3 or Article 4 approval date:** \_\_\_\_\_

**4. Size of Site:** \_\_\_\_\_ **Site Density (if applicable):** \_\_\_\_\_

**5. Building/Site Plan applications shall provide plans and information showing the following:**

- |   |   |
|---|---|
| <input type="checkbox"/> 1. Building Disposition                              | <input type="checkbox"/> 13. Signage Standards                        |
| <input type="checkbox"/> 2. Building Configuration                            | <input type="checkbox"/> 14. Special Requirements, if any             |
| <input type="checkbox"/> 3. Building Use                                      | <input type="checkbox"/> 15. Architectural Standards                  |
| <input type="checkbox"/> 4. Parking calculation & location                    | <input type="checkbox"/> 16. Fencing Standards                        |
| <input type="checkbox"/> 5. Number of dwelling units                          | <input type="checkbox"/> 17. Lighting Standards                       |
| <input type="checkbox"/> 6. Base Residential Density                          | <input type="checkbox"/> 17. Grading Plan                             |
| <input type="checkbox"/> 7. Building square footage                           | <input type="checkbox"/> 18. Statistics, maps and other documentation |
| <input type="checkbox"/> 8. All requests for Administrative Waivers, if any   | showing how the Article 5 application, in                             |
| <input type="checkbox"/> 9. All requests for Administrative Approvals, if any | combination with the past approved Article 5                          |
| <input type="checkbox"/> 10. All known requests for Conditional Use           | plans, will meet the approved Community                               |
| Permits, if any   | Regulating Plan, and the standards of this                            |
| <input type="checkbox"/> 11. Civic Building design(s)                         | Chapter.  |
| <input type="checkbox"/> 12. Landscape Standards                              |   |

**\*\*\*Also submit all mapping in either CADD or GIS files**

**Current Owner(s) of Property:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

**Respectfully Submitted By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Owner's or Authorized Agent's Signature

\*(If multiple owners, application shall include statement of consent by all property owners)

**PLEASE NOTE** – Applicants shall be responsible for legal or outside consultant costs incurred by the City. It is the responsibility of the owner/applicant to insure compliance with all local and state requirements.

\*Application shall be accompanied by one (1) PDF document of complete submittal, one (1) full-size set of plans, two (2) reduced sets of plans (11" x 17"), and the required CADD or GIS files for mapping.

**FOR CITY USE ONLY**

**Date Received:** \_\_\_\_\_ **Permit Request No.:** \_\_\_\_\_



# EXHIBIT C CITY APPLICATION

**SITE PLAN REVIEW CHECKLIST:**

<u>YES</u>	<u>NO</u>	
_____	_____	Signed and completed Building / Site Plan – Article 5 Application
_____	_____	Proposals / design compliant with Ch. 23 SmartCode District
_____	_____	Vicinity map (no larger than 11 x 17)
_____	_____	2 (two) reduced size (11 x 17) plan sets
_____	_____	1 (one) full set of bounded drawings, include landscape plans
_____	_____	1 (one) electronic copy (.tif or .pdf) of the plan set
_____	_____	CADD or GIS files for all mapping
		<b><u>Plans to include existing and proposed information on the following:</u></b>
_____	_____	Location of structures, improvements and landscaping
_____	_____	North arrow and scale bar
_____	_____	Site boundaries
_____	_____	Setback distance from property lines
_____	_____	Rights-of-way, property lines and easements
_____	_____	Location & dimensions of driveways, streets and sidewalks
_____	_____	On-site parking and circulation
_____	_____	Location of loading spaces, if applicable
_____	_____	Location of trash receptacle enclosure
_____	_____	Location of all outdoor electrical, plumbing and mechanical equipment
_____	_____	Landscaping Plan for site
_____	_____	Signage Plan for site (type & fixtures)
_____	_____	Elevations for each side of the building detailing the materials & colors
_____	_____	Fencing Plan (if installing fence)
_____	_____	Lighting Plan (in footcandles) & fixtures cut-sheets
_____	_____	Grading Plan
_____	_____	Site plan data table containing: transect zone, site size in square feet or acres, lot coverage by building in square feet and percentage, residential density in units per acre (if applicable), square feet of impervious surface and parking and landscaping calculations.

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CITY APPLICATION

**ARTICLE 5 SUPPLEMENTAL FORM:**

**Building Disposition:**

Lot(s) \_\_\_\_\_ Plat \_\_\_\_\_

Transect Zone: \_\_\_\_\_

Lot Width \_\_\_\_\_ Lot Coverage \_\_\_\_\_

Type of Building:  Edgeyard  Sideyard  Rearyard  Courtyard  Specialized

Principal Building Setbacks: Front (principal) \_\_\_\_\_ Front (secondary) \_\_\_\_\_ Side \_\_\_\_\_ Rear \_\_\_\_\_

Primary Setback: \_\_\_\_\_ feet Frontage buildout (if applicable): \_\_\_\_\_%

Outbuilding:  Yes  No

Outbuilding Setbacks: Front \_\_\_\_\_ Side \_\_\_\_\_ Rear \_\_\_\_\_

**Building Configuration:**

Type of Private Frontage:  Common Yard  Porch & Fence  Light court  Forecourt

Stoop  Shopfront  Gallery  Arcade

Parking Lot  Common Entry & Planter

% of clear glass of 1<sup>st</sup> story Façade: \_\_\_\_\_%

Overall building height: \_\_\_\_\_ feet \_\_\_\_\_ stories

1<sup>st</sup> story: \_\_\_\_\_ feet

2<sup>nd</sup> story: \_\_\_\_\_ feet

[X] story: \_\_\_\_\_ feet

**Building Use:**

Use of principal building: \_\_\_\_\_

# of residential dwelling units in principal building (if applicable): \_\_\_\_\_ dwelling units

Use of accessory building: \_\_\_\_\_

\*If multiple uses in building, please provide square footage of each type of use.

**Parking & Density:**

# of parking stalls provided within the Lot: \_\_\_\_\_

# of parking stalls along parking lane corresponding to the Lot Frontage: \_\_\_\_\_

# of parking stalls by lease or purchase from a Civic Parking Reserve within the Community Unit: \_\_\_\_\_

If looking to use Effective Parking standards, applicant shall provide completed Parking Occupancy Rate Table (Table 20)

Current density for transect zone within the block: \_\_\_\_\_ (per 5.9.2f)

EXHIBIT C  
CITY APPLICATION

**Parking Location:**

Drive width: \_\_\_\_\_

Material of parking / drive areas: \_\_\_\_\_

**Landscape:**

% of landscape area of 1<sup>st</sup> Layer of Principal Frontage: \_\_\_\_\_% (minimum 30%)

% of landscape area of 1<sup>st</sup> Layer of Secondary Frontage: \_\_\_\_\_% (minimum 30%)

# of trees planted within the 1<sup>st</sup> Layer: \_\_\_\_\_

Requirements: T3 – 1 tree shall be planted within the 1<sup>st</sup> Layer for every 800 sq. ft of landscape area

T4 – minimum of 1 Understory Tree or 6 shrubs planted within 1<sup>st</sup> Layer for every 500 sq. ft. of 1<sup>st</sup> Layer landscape area.

T5 – Trees not required in 1<sup>st</sup> Layer.

**Signage:**

A or B grid street: \_\_\_\_\_

Type of sign: \_\_\_\_\_

(\* note: A sign permit is required for all signs)

**Architectural:**

Type of building materials: \_\_\_\_\_  
(See Section 6.13.4.c for requirements if using vinyl product.)

For single-family Edgeyard & Sideyard Residential, durable material used in height of 2 ft. above grade:

\_\_\_\_\_

Fence:  Yes  No

If yes, fence at the 1<sup>st</sup> Layer shall be painted or stained.

Balcony or porch:  Yes  No

If yes, material of railings: \_\_\_\_\_

**Fencing:**

Height of fence (if applicable): \_\_\_\_\_ feet

**Lighting:**

Are all parking lot and exterior building lighting on private lots dark sky approved or full cut-off fixtures?  Yes  No

Average lighting levels, in footcandles, at the building frontage line: \_\_\_\_\_

## EXHIBIT D

The information below is a summary of selected standards applicable to the transect zones listed below. For further detail and additional provisions, the City of Fitchburg Zoning Code and the Fitchburg SmartCode Zoning Pattern Book **must** be consulted. A complete application for submission to the City and the Committee cannot be prepared and the requirements cannot be understood without consulting these resources.

ZONE	T3	T4	T5
<u>Setbacks – Principal Building</u>			
Front-principal	20' minimum	6-18'	2-12'
Front-secondary	12' minimum	6-18'	2-12'
Side	5' minimum	3' minimum	0-12'
Rear	20' minimum	3' minimum*	3' minimum*
Frontage buildout – minimum	N/A	60%	80%
Lot coverage – maximum	50% maximum	70% maximum	90% maximum
Height in stories	2 maximum	3 maximum	2-4 stories
<u>Outbuilding Setbacks</u>			
Front	20' minimum and building setback	20' minimum and building setback	40' maximum from rear
Side	3' minimum or 6' total	3' minimum	0' minimum
Rear	3' minimum	3' minimum	3' maximum
Height in stories	2 maximum	2 maximum	2 maximum

Or 15' from the centerline of the Alleyway.

T3 Zone Lots: 1-10 and 142-152.

T4 Zone Lots: 11-32, 47-54, 59-141, 153-157.

T5 Zone Lots: 33-46 and 55-58.