

Hawthorn Point

DeForest, Wisconsin

Final Development Plan



February 2004

Revised June 2004

Revised May 2013

TABLE OF CONTENTS

<u>Description</u>	<u>Section</u>
Hawthorn Point Final Development Plan	1
• Letter of Intent	
• Deed Restrictions	
• Location and Phase Map	
• Hawthorn Point Final Development Plan	
• Hawthorn Point Lot Calculations	
• Dwelling Unit Chart	
Single-Family Residential – Bulk Standards	2
• Garden Homes (PDP – p. 12)	
• Manor Homes (PDP – p. 13)	
• Hillside Homes (PDP – p. 14)	
• Lot 21 Access Restriction Exhibit	
Conceptual Landscaping.....	3
• Conceptual Landscape Plan	
• Landscape Section A-B’	
• Landscape Section B-B’	
• Landscape Section C-C’	
• Landscape Section D-D’	
• Landscape Section E-E’	

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January 14, 2004

Village of DeForest
306 DeForest Street
P.O. Box 510
DeForest, WI 53532

**Re: Hawthorn Point FDP/Preliminary Plat
Conservancy Place**

Dear Board and Committee Members:

Attached are the Final Development Plan and Preliminary Plat for our next phase, Hawthorn Point. The points below address several issues that are to be covered at the Final Development Plan stage pursuant to the approving PDP ordinance (2004-02).

1. Ordinance 2004-02 Item 3; Addendum B items 27, 34, 47
Deed Restrictions
The proposed deed restrictions are attached and are substantially similar to those in Woods Glen. They are in draft form as lot numbering may change and some more restrictive setbacks than the FDP indicates may be employed in specific areas. The restrictions include maintenance responsibility for swales and tree protection language.
2. Ordinance 2004-02 Item 4(b)
FDP Duration
The Hawthorn Point FDP shall have a duration of 10 years from the time of final board approval.
3. Ordinance 2004-02 Addendum B #5
Conservancy Commons Maintenance
Maintenance responsibility for this public park shall rest with the developer or an association created by the developer. The village shall have the right to cure improper maintenance with specific language to be included in the development agreement for this phase.
4. Ordinance 2004-02 Addendum B #16(c), #26, #45
Traffic Calming Measures; Boulevard Maintenance; Open Space Maintenance
The FDP includes traffic calming measures along Innovation Drive adjacent to the Conservancy Commons park to ensure pedestrian safety. Maintenance responsibility for the landscaping within these measures shall rest with the developer or an association created by the developer. The village shall have the right to cure improper maintenance with specific language to be included in the development agreement for this phase.

DeForest Board and Committee Members

January 14, 2004

Page 2

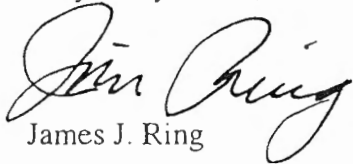
5. Ordinance 2004-02 Addendum B #'s 16(g), 16(h), 25

Water Tower Site; Water Mains

The originally proposed water tower site adjacent to the Manor Home 2 site is within the Federal Aviation Administration's height restricted area for the Dane County Regional Airport and accordingly will not be allowed in this location. We are currently locating other sites within Conservancy Place that would be allowed by FAA. Therefore, this FDP does not include a water tower site nor the water main easements and connections required under the PDP ordinance.

We appreciate your time in reviewing the materials for our next phase and we look forward to continuing the quality development within Conservancy Place that was started with Woods Glen and Innovation Springs.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Jim Ring", written over the printed name "James J. Ring".

James J. Ring

Enclosures

February 10, 2004

Village of DeForest
306 DeForest Street
P.O. Box 510
DeForest, WI 53532

**Re: Supplemental Information
Hawthorn Point FDP/Preliminary Plat
Conservancy Place**

Dear Board and Committee Members:

This letter will further clarify some items discussed in my original letter of intent dated January 14, 2004 and address items raised by staff from their review of the Hawthorn PDP and preliminary plat. Many requested changes have been made and included in the FDP/preliminary plat. This letter will only address additional issues in regards to deed restrictions and developer obligations.

MSA Memo Dated 2/9/04; Deed Restrictions

Section 4.1 Setbacks

The governmental zoning requirements referred to in the restrictions are those requirements set in the Preliminary Development Plan (PDP), not those established in conventional residential zoning districts. The setbacks within the PDP are consistent with those in the deed restrictions and are not less restrictive. The language is correct as written in regards to the more restrictive standard applying.

Section 4.17 Erosion Control During Construction

The Village of DeForest clearly has a right to enforce appropriate erosion control practices, both from the PDP approval ordinance and its own storm water ordinances; repeating that basic fact is unnecessary here.

Section 5.13 Easements

This section will be corrected to drop the reference to any width. The easement width will be set on the plat; it is only mentioned here to make people aware that there is an easement.

Article VI

Article VII includes a provision for addition of community elements to association control and adequately provides for private maintenance of the boulevards and Conservancy Commons.

Section 7.2

The exact sign locations are not known at this time. These easements are adequately reserved when the deed restrictions are recorded and it is unnecessary, and at this time impossible, to show on the plat.

Article VII

Item 48 of Addendum B of the PDP approval ordinance refers to an area not covered by these deed restrictions and therefore this comment is not applicable.

Conservancy Commons

Conservancy Commons' maintenance will be the responsibility of the developer until such time as that is transferred to a neighborhood association. The village will have the right to maintain the park and bill the developer/association if it is not being properly maintained.

Development of the park would normally fall under current village practice where improvements are made by the village from park quadrant funds. The developer intends to work with the village on a plan for development of this and other neighborhood parks.

Terrace/Swale Maintenance

Maintenance of these items will be the responsibility of either the lot owner or developer/neighborhood association per Article VI of the deed restrictions.

Well Site

The original well site discussed with staff ended up being too close to detention areas to be approved. The new proposed site is being submitted to DNR for approval. In the event this site does not work, the developer will be obligated to provide an alternative well site that is acceptable to the village and approved by DNR.


Water Tower Site

Six alternative tower site locations were proposed to FAA, all but one of which were determined to be a hazard to air navigation. Clearly, the siting of a tower cannot occur within Hawthorn Point and alternative locations will need to be agreed upon jointly between the village, developer and FAA. The provision requiring a tower site in the next phase south of Innovation Drive was made based on the assumption it would be located within this phase, not because its exact location within Conservancy Place had to be decided immediately. The utility layout within Hawthorn Point will not change based on a water tower location elsewhere in Conservancy Place.

15' No Mow Restriction

This restriction will be placed on the plat. It can be added in addition to the deed restrictions as well.

Very Truly Yours,


James J. Ring

**DECLARATION OF PROTECTIVE
COVENANTS, RESTRICTIONS, AND
CONDITIONS FOR THE
PLAT OF HAWTHORN POINT AT
CONSERVANCY PLACE, IN THE
VILLAGE OF DEFOREST, DANE COUNTY,
WISCONSIN**

In re: Lots 1 through 76 and 80-88, inclusive, in the
plat of Hawthorn Point at Conservancy Place,
in the Village of DeForest, Dane County,
Wisconsin

THIS SPACE RESERVED FOR RECORDING DATA

Return to:

James J. Ring

Park Towne Development Corporation

402 Gammon Place, Ste. 300

Madison, WI 53719

Tax Parcel No: 118-0910-191-8512-1

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINITIONS	1
ARTICLE II - STATEMENT OF PURPOSE	2
2.1 General Purpose	2
2.2 Relationship to Conservancy Place	2
ARTICLE III - ARCHITECTURAL CONTROL	2
3.1 Developer Control	2
3.2 Committee Control	2
3.3 Necessity of Committee Approval	3
3.4 Required Submissions	3
3.5 Committee Approval	3
3.6 Standards; Discretion of Committee	4
3.7 Variances	4
3.8 Architectural Review Fees	4
3.9 Liability of Committee	4
ARTICLE IV - ARCHITECTURAL RESTRICTIONS	5
4.1 Setbacks	5
4.2 Minimum Floor Areas	5
4.3 Building Materials	6
4.4 Garages	7
4.5 Antennas, Solar Panels	7
4.6 Utilities	8
4.7 Basement Elevations	8
4.8 Sight Distance at Intersections	8
4.9 Stormwater Management and Infiltration	8
4.10 Tree Preservation	9
4.11 Tree Preservation Guidelines	9
4.12 Protection of Oak Trees	10
4.13 Ongoing Maintenance	10
4.14 Construction Fencing	11
4.15 Construction Dumpster	11
4.16 Construction Completion	11
4.17 Erosion Control During Construction	11
4.18 Landscaping Requirements	11
4.19 Mailboxes	12
4.20 Temporary Dwellings; Outbuildings	12
4.21 Recreational Equipment	13
ARTICLE V - USE RESTRICTIONS	13
5.1 Single Family Use	13
5.2 Animals	13
5.3 Vehicles	13
5.4 Firewood	14

5.5	Clothes Lines	14
5.6	Trash	14
5.7	Appearance	14
5.8	Signs.....	14
5.9	Nuisances	14
5.10	Continued Agricultural Use by Developer	15
5.11	Subdivision of Lots Restricted.....	15
5.12	Parade of Homes	15
5.13	Easements	15
ARTICLE VI - COMMITTEE EASEMENTS.....		16
6.1	Plat Identification Sign and Planting Easement.....	16
6.2	Landscape Maintenance.....	16
6.3	Cost of Maintenance of the Planting Easement and Plat Identification Sign Easement/Landscape Maintenance	16
ARTICLE VII - OPEN SPACE AND CORRIDOR / COMMUNITY ELEMENTS DEVELOPMENT AND MAINTENANCE.....		16
7.1	Reservation of Private Open Space/Environmental Corridor/Community Elements 16	
7.2	Conservancy Place Neighborhood Identification Sign Easement	17
7.3	Access to Corridor and Community Elements/Membership in the Association	17
7.4	Annual Assessment.....	17
ARTICLE VIII - GENERAL PROVISIONS		17
8.1	Term.....	17
8.2	Amendment.....	17
8.3	Enforcement.....	18
8.4	Applicable Laws	18
8.5	Partial Invalidity	18
8.6	Variances	18
8.7	Notice of Mixed Use Development	18

**DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, AND CONDITIONS FOR THE
PLAT OF Hawthorn Point AT CONSERVANCY PLACE,
IN THE VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN**

In re: Lots 1 through 76 and 80 through 88, inclusive, in the plat of Hawthorn Point at Conservancy Place, in the Village of DeForest, Dane County, Wisconsin

Bullish Investments, LLC, a Wisconsin Limited Liability Company (the “Developer”), owner of the real estate in the Village of DeForest, Dane County, Wisconsin, which has been platted as the Plat of Hawthorn Point at Conservancy Place (the “Plat”), hereby declares that Lots 1 through 85, inclusive, being all of the Single Family Lots in the Plat, are subject to the following restrictions, covenants, and conditions:

ARTICLE I - DEFINITIONS

The following definitions shall apply to this Declaration:

Association: The Conservancy Place Open Space Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

Committee: The Architectural Control Committee described in Sections 3.1 and 3.2.

Conservancy Place: The approximately 650-acre highly integrated mixed-use planned unit development as approved by the Village of DeForest (approved as Windsor Center) of which the Plat is part as more specifically shown and described on Exhibit A hereto, together with the former Evans parcel as described in Exhibit B and together with such additional lands as the Developer may add thereto by a future amendment to Exhibit A as provided for hereunder. The approved planned unit zoning includes 1,274 residential units and the following approximate acreages/uses: 150-acre office/research park, 20-acre neighborhood retail and sports center, 12-acre school site and 200-acre environmental corridor/open space network.

Corridor: The environmental corridor established by one or more final plats as platted pursuant to the Conservancy Place Preliminary/Final Development Plans as it may be from time to time approved, revised, and amended by the Village of DeForest. The Declarant reserves the right to unilaterally amend this Declaration to further define and specify the environmental corridor as said final plats are recorded with the Dane County Register of Deeds.

Declaration: The covenants, restrictions, conditions, easements, charges, liens and all other provisions set forth in this entire document, as it may be amended from time to time.

Design Guideline Book: The set of Developer recommendations and requirements for various construction components including building façade, storm water management, erosion control and landscaping.

Developer: Bullish Investments, LLC, its successors and assigns or those persons or entities that Bullish Investments, LLC, may by written instrument in recordable form transfer all or a portion of Developer's authority hereunder.

Dwelling: A detached single-family dwelling.

Lots: The platted lots within the Plat, other than Outlots.

Outlots: The platted Outlots within the Plat.

Owner: The record owner, whether one or more persons or entities, of the fee simple title to a Lot, except that if a Lot has been sold on land contract, the Owner shall be the person or persons named as purchaser in the land contract.

Plat: The Plat of Hawthorn Point at Conservancy Place in the Village of DeForest, Dane County, Wisconsin.

ARTICLE II - STATEMENT OF PURPOSE

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

2.2 Relationship to Conservancy Place. This Plat is part of a highly integrated mixed-use planned unit development known as Conservancy Place that will feature a variety of residential and commercial uses amongst approximately 200 acres of open space. All design standards and reviews will be applied not only in context of compatibility within the Plat but within Conservancy Place.

ARTICLE III - ARCHITECTURAL CONTROL

The Architectural Control Committee (the "Committee") shall be responsible for controlling and enforcing this Declaration.

3.1 Developer Control. Until the later of such time as the Developer ceases to have title to any Lot in the Plat or other lands within Conservancy Place or all Lots have homes built thereon pursuant to and in conformity with plans approved by the Committee, unless the Developer earlier cedes Committee control, the Developer shall be deemed the Committee for all purposes as that term is used in this Declaration and have sole authority to control the Committee and its functions and enforce this Declaration.

3.2 Committee Control. When Developer no longer has title to any Lot that is subject to this Declaration or other lands within Conservancy Place, or upon Developer ceding control of the Committee, the Committee shall be comprised of three Lot Owners elected by the majority of

Owners holding title to any Lot subject to this Declaration. The Owner or Owners of each Lot shall have one vote (per Lot) for this purpose, with those Lot Owners getting the highest number of votes (even if not a majority) being elected. This election of the Committee shall be held annually on the second Monday in January or such alternative date that the Committee may set within 30 days thereof at a site in the Village of DeForest selected by the Developer or by the prior Committee. The remaining members of the Committee shall fill interim vacancies occurring between elections. If the Developer is not obligated to and does not desire to cede control of the Committee to Lot Owners, the Developer may elect in writing at any time to assign all, or a portion thereof, of the Developer's rights to approve the items set forth in this Declaration to the Association.

3.3 Necessity of Committee Approval. All plans for buildings, structures, landscaping, storm water control, fences, decks, swimming pools, patios, or other structures or improvements to be constructed on any Lot, whether for initial construction or subsequent to initial construction, including all exterior alterations, shall be approved in writing prior to construction by the Owner. Owners shall submit scaled preliminary sketches and descriptions for informal comment prior to submittal of the information required for final approval. Preliminary design drawings shall include site plan, floor plans and exterior elevations showing windows and materials.

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

- (a) Two sets of drawings and written specifications of the proposed buildings and other structures, construction details for all buildings and other structures, including fences, patios, decks, proposed facades of any building, including style and location of eaves and windows and roofing type, description of the materials being used and color scheme of all improvements.
- (b) Two sets of storm water management plans (Section 4.9), mature tree preservation measures (Sections 4.10 - 4.12), erosion control plans (Section 4.17) and landscape plans and specifications (Section 4.18).
- (c) Such other materials as the Committee may deem necessary.
- (d) The plan review fee (Section 3.8).

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

3.5 Committee Approval. The Committee may approve, conditionally approve or reject the proposed plans, specifications and site plan. Approval shall be deemed to have been granted if the Committee does not approve, conditionally approve or reject such plans, specifications and plot plan within thirty (30) days after all required information and the plan review fees have been submitted to the Committee. If, after the Developer no longer owns any

Lot in the Plat or other lands within Conservancy Place, the Owners of the Lots within the Plat fail to designate a Committee, then such approval shall not be required.

The Owner must make all improvements in conformity with approved plans and specifications. Any change or deviation from any such plans or specifications that would affect the exterior appearance of any building, structure or improvement, or site, including landscaping and storm water control, must be submitted for further approval.

3.6 Standards; Discretion of Committee. The Committee shall have the right to reject any submission that, based on the sole opinion of a majority of its members, does not meet the standards for acceptance as more specifically set forth herein:

- (a) are not in conformity with any of the covenants or restrictions set forth in this Declaration;
- (b) are not desirable for aesthetic reasons;
- (c) are not in harmony with buildings located on the surrounding Lots;
- (d) are not in conformity with the Statement of Purpose of the Declaration; or
- (e) are not in conformity with the Design Guideline Book.

Each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Committee and the Developer harmless for the exercise of the Committee's authority as set forth herein. Conditional approval or rejection of submissions by the Committee may be based on purely aesthetic grounds or for any other reason provided for above in the sole and uncontrolled discretion of the Committee.

3.7 Variances. The Committee shall have the right to, but be under no obligation to, in its sole discretion, grant a variance to any of the covenants and restrictions in this Declaration where strict application of such covenants and restrictions would result in an undue hardship and the proposed variance does not result in an unaesthetic result.

3.8 Architectural Review Fees. The Committee shall have the right to establish and charge reasonable plan review fees to cover the cost of plan review by the Committee and any consultants utilized by the Committee.

3.9 Liability of Committee. Neither the Developer nor the Committee shall be responsible for obtaining any approvals required by the ordinances of the Village of DeForest or Dane County or any other governmental bodies nor shall the Developer or the Committee be responsible in any way for compliance with applicable building or zoning codes. No action by the Developer or the Committee shall be deemed to be a representation that the plans or specifications are structurally sound or meet applicable codes. Neither the Developer nor the Committee shall be liable for any loss suffered on the basis of approval, conditional approval or disapproval of plans and specifications, all such claims for loss being specifically waived by each Lot Owner.

ARTICLE IV - ARCHITECTURAL RESTRICTIONS

4.1 Setbacks. All buildings constructed on any Lots subject to this Declaration shall conform to all governmental zoning requirements. . The following additional requirements shall apply: for Lots 1-20 and 80-88: minimum front yard setback-16 feet and maximum front yard setback- 25 feet, minimum side yard setback- 6 feet, minimum rear yard setback- 25 feet. For Lots 22-44, 45-49 and 60-75: minimum front yard setbacks-16 feet, maximum front yard setback-25 feet, minimum side yard setback-6 feet, minimum rear yard setback-25 feet. For Lots 50-59: minimum front yard setback-22 feet, minimum side yard setback-8 feet, minimum rear yard setback-30 feet. In case of a conflict between the governmental zoning requirements and the foregoing setbacks, the more restrictive shall apply.

4.2 Minimum Floor Areas.

The following size restrictions reflect the minimum floor area for Lots 1-20 and 80-88 within the Plat.

(a) Single Story Dwellings. Single story Dwellings shall have not less than 1,500 square feet on the main level. The main level is defined as the level totally above finished grade.

(b) Bi-Level, Raised Ranch or Tri-Level Dwellings. Bi-level, raised ranch or tri-level homes shall have not less than 1,500 square feet on the main level(s). The main levels are defined as those levels totally above the exterior finished grade.

(c) Two-Story Dwellings. Two story Dwellings shall have a minimum 1,800 square feet, excluding the garage, with no less than 1,000 square feet on the main level. The main level is defined as the level totally above finished grade.

The following size restrictions reflect the minimum floor area for lots 22-44, 45-49 and 60-76 within the Plat.

(d) Single Story Dwellings. Single story Dwellings shall have not less than 1,700 square feet on the main level. The main level is defined as the level totally above finished grade.

(e) Bi-Level, Raised Ranch or Tri-Level Dwellings. Bi-level, raised ranch or tri-level homes shall have not less than 1,700 square feet on the main level(s). The main levels are defined as those levels totally above the exterior finished grade.

(f) Two-Story Dwellings. Two story Dwellings shall have a minimum 2,200 square feet, excluding the garage, with no less than 1,100 square feet on the main level. The main level is defined as the level totally above finished grade.

The following size restrictions reflect the minimum floor area for lots 50-59 within the Plat.

(d) Single Story Dwellings. Single story Dwellings shall have not less than 2,200 square feet on the main level. The main level is defined as the level totally above finished grade.

(e) Bi-Level, Raised Ranch or Tri-Level Dwellings. Bi-level, raised ranch or tri-level homes shall have not less than 2,200 square feet on the main level(s). The main levels are defined as those levels totally above the exterior finished grade.

(f) Two-Story Dwellings. Two story Dwellings shall have a minimum 2,800 square feet, excluding the garage, with no less than 1,400 square feet on the main level. The main level is defined as the level totally above finished grade.

Sections 4.2(g) and (h) below apply to all lots.

(g) Computation of Square Footage. For the purpose of determining floor area, stair openings and closets shall be included but open or screen porches, three season rooms, attached garages, and basements, even if finished for residential use, shall be excluded. All measurements shall be taken from the outside walls.

(h) Reduction of Minimum Floor Area Requirements. The above minimum floor area requirements may be reduced by the Committee, in the event the proposed architectural design and quality of the Dwelling is such that it presents an appearance comparable or superior to other Dwellings in the Plat. Size requirements may also be modified by the Committee in the event that a particular Lot does not have adequate size, or if the configuration is such that the established minimum floor areas are not appropriate. Such determination shall be made at the sole discretion of the Committee.

4.3 Building Materials. The following standards shall be adhered to in relation to all designs and construction:

(a) Exterior Walls. Dwellings that use a predominance of brick, stone or natural siding materials are encouraged and Dwellings that use all, or substantially all, aluminum or vinyl siding will be discouraged. The Committee has the right to require brick, stone, shutters, corner boards and/or other accent items that it deems necessary to be added to the design to enhance architectural character. All siding must be stained, painted or pre-finished and samples of the desired color schemes must be submitted to the Committee with the building plans for approval by the Committee.

(b) Windows. Each of the four elevations on a Dwelling shall have at least one full sized window. Each window on the front and side elevations of a building shall have either shutters, a one-inch by four-inch window wrap or comparable treatment.

(c) Roofing. Roofing must be architectural type, textured fiberglass or asphalt shingles, wood shakes, metal, tile or slate. Standard three-in-one shingles shall not be permitted.

(d) Roof Pitch. Roof pitches will be judged on the individual merit of each plan and the Committee shall take into account the house style and view corridors of neighboring properties.

(e) Soffits. Soffits may be aluminum, vinyl or wood.

(f) Chimneys. All chimneys and flues shall be fully enclosed. If the chimney is in the front or side of the Dwelling, it must be all or a combination of brick, stone or stucco.

(g) Driveways. All driveways shall be concrete or brick paver and be installed within 30 days of completion of construction or occupancy, whichever comes first, unless not permitted by weather conditions. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits.

(h) Fences. All fences shall be approved by the Committee as to location, materials and colors. Fences over four (4) feet in height from ground to uppermost part of the fence shall not be permitted unless required for compliance with local ordinances with respect to enclosing private swimming pool areas. Privacy and chain link fences shall not be permitted. Fences shall not be located in the front yard or in the side yards closer than ten feet behind the rear of the front façade of the Dwelling. No fencing may negatively impact any storm water control measures required under Section (4.9) below.

(i) Culverts. All driveways requiring culverts shall have a culvert with a minimum diameter as indicated on the Plat. All culverts shall have vertical end walls whose design and materials shall be included in the submitted plans.

4.4 Garages. All Dwellings shall have an attached garage that contains not less than two (2) automobile garage stalls.

(a) For front entry garages, the maximum garage width exposed on the front elevation shall be no greater than 45% of the overall building width.

(b) Tandem, split or side entry garage shall be encouraged for three or four car garages. If a tandem space is not used for three car front entry garages, the third stall must have a setback of a minimum of two (2) feet from the front building line.

(c) Side entry garages are encouraged for corner lots. All garage doors facing a street shall have equal garage door heights.

4.5 Antennas, Solar Panels. Except to the extent required to be permitted by federal, state or local law, no visible exterior antennas, windmills or satellite dishes in excess of 20 inches in diameter shall be permitted on any structure or Lot. Satellite dishes of 20 inches or less shall be permitted only on a structure or Lot in the most unobtrusive location feasible, as approved in writing in advance by the Committee. No active solar collector or apparatus may be installed on any Lot unless the Committee, after considering the aesthetic and sun reflection effects on neighboring structures, approves such installation in writing. Solar collectors or

apparatus installed flat against or parallel to the plane of the roof shall be preferred. Any solar apparatus shall be properly maintained or must be removed.

4.6 Utilities. All utilities serving any building or site shall be underground. An Owner shall not change the elevation of any utility easement in excess of six (6) inches without the permission of the applicable electric, gas, telephone, cable company, private telecommunications easement holder and other utilities using such easement. No structure, planting or other material may be placed or permitted to remain within any utility easement that may damage or interfere with the installation and maintenance of the utilities. The Owner shall be responsible for any damages caused to underground utilities, cable or private telecommunication facilities based on any changes in grade of more than six (6) inches.

4.7 Basement Elevations. Lot numbers 61-75 shall not have any basement door or window openings below an elevation two (2) feet above the flood plain as marked on the plat map. The Committee may require a higher door or window elevation.

4.8 Sight Distance at Intersections. No fence, wall, hedge or shrub planting that obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the vision triangle marked on the Plat. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street right of way line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4.9 Storm Water Management and Infiltration. Storm water management is an integral component of Conservancy Place and each lot contributes to the overall management plan. The intent of using swales and on-site infiltration methods is to slow, infiltrate, filter and transport storm water.

(a) The elevation of the Lot shall not be substantially changed so as to materially affect the flow of water from that Lot.

(b) No Owner shall grade or obstruct any swale or drainage way, whether protected by easement or not, which is in existence at the time of development so as to impede the flow of surface water between Lots or from other Lots through such swale or drainage ways. This shall include any swales or drainage ways along a public road.

(c) No structure, planting or other materials shall be placed or permitted to remain which may change the direction or impede the flow of surface water in drainage channels in the easement.

(d) The easement area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Committee or a public authority, utility company or cable company is responsible.

(e) Driveways shall be sloped to the lawn or swales to promote surface water infiltration.

(f) All downspouts shall be directed to pervious surfaces, French drains, berms or rain gardens. The Committee may require French drains, berms or rain gardens.

(g) Pervious pavers shall be encouraged for patios and walkways.

(h) The site shall be graded so storm water is directed as indicated on the final plat. Further, the grading plan shall be designed to retain and infiltrate on-site storm water from a one-year rain event (a twenty four (24)-hour rain event producing a maximum of 2.5 inches of rainfall). Detention areas may be rain gardens, French drains or bermed areas and may be planted with grass, landscaping or native landscaping subject to Committee approval and subject to 4.18 below.

(i) Disturbed areas of the site shall be chisel plowed or heavily disked before final grading to promote infiltration.

(j) In the event the Owner does not complete the site grading according to the approved grading plan or subsequent to completion modifies the site grading so that the site is no longer in compliance with the approved plan, either the Committee, Association or Village of DeForest shall have the right and authority to enter upon the site and grade or re-grade the site to bring the site into compliance with the approved plan and assess the cost of such work to the Owner. The Committee, Association or the Village of DeForest shall not be responsible for any loss suffered by an Owner as a result of the Owner's failure to create or maintain proper grading on the Lot.

4.10 Tree Preservation. On Lots 22-33, 40-44, 46-59 and 80-85 all buildings shall be located as near to the front minimum setback as possible to minimize the number of trees that will be cut down. All Lots within the Plat are subject to the following requirements. No tree whose trunk size is over two and one-half (2 ½) inches in diameter measured at a point six feet above ground (Mature Tree) shall be damaged or removed except with the permission of the Committee. In the event any Mature Trees are removed or destroyed without permission, the Committee may require the replanting or replacement of the destroyed trees of similar size at the Owner's sole expense. The following tree species shall be exempt from this restriction: Acer Negundo (Box Elder), Ramnus Cathartica (Buckthorn), Acer Platanoides (Norway Maple) and Robina Pseudoacacia (Black Locust).

4.11 Tree Preservation Guidelines. The following tree preservation guidelines shall be followed before, during and after construction on any Lot to help preserve the maximum number of Mature Trees.

(a) For lots that are fully or partially wooded or have Mature Trees that are in the building envelop or have drip lines that extend into the building envelop, the Owner shall hire an arborist or landscape architect to identify species and locate trees 2.5 inches in diameter six feet above grade. The Owner's arborist/landscape architect shall submit for committee review and approval a tree protection plan detailing home and

improvement locations, trees to be removed, tree preservation measures and tree protection measures during construction. Only trees approved for removal by the Committee may be removed.

Trees within the approved building footprint (or so close to the footprint that they are likely to be damaged) or that pose a hazard during construction will be allowed to be removed. Only selective clearing of other trees will be allowed. No clearing of Mature Trees will be allowed in the 75-foot buffer bordering the environmental corridor unless such trees are dead, diseased, damaged, pose a danger, or should be otherwise removed to promote the continued growth of other Mature Trees or of better quality smaller trees. Utilities in the 75 foot buffer area shall be installed with a slit trench or boring method where Mature Trees are present.

(b) During site grading and home construction, the Owner shall protect tops and root zones from grading, trenching, filling, and compaction by vehicle traffic and erosion. This includes fenced construction limits, erosion control and immediate removal of excess excavated materials.

(c) The grade near Mature Trees shall be reasonably maintained. Where fill is to be placed around Mature Trees, suitable tree wells, root drains and other acceptable methods shall be indicated on the tree preservation plan and used to preserve the tree.

4.12 Protection of Oak Trees.

(a) Oak trees are not to be disturbed between April 15 and July 31 to avoid the introduction of oak wilt. A disturbance includes pruning, damaging the bark or disturbing the root system.

(b) Owners and their respective builders and contractors shall utilize oak wilt prevention measures during construction.

(c) If an Owner suspects oak wilt may be present, the Owner shall either have the tree tested or hire an arborist to inspect the tree. If oak wilt is present, the Owner shall immediately hire an arborist and institute an oak wilt management plan.

4.13 Ongoing Maintenance. Maintenance of trees shall be a high priority of all Owners. The Owner shall do appropriate and timely trimming, fertilization and ongoing care. Any time there are diseased trees upon the lot, Owner agrees to prune or remove those trees promptly and under the direction of an arborist or a tree expert. Such removal shall be subject to Committee approval.

The Committee, Association and the Village of DeForest reserve the right to maintain mature trees if the Owner is unable or unwilling to do so and if the lack of tree maintenance causes public nuisance or safety issues or if a contractible disease is present. Maintenance costs shall remain the responsibility of the Owner and shall be assessed to the Owner in the event the Committee, Association or Village of DeForest assumes maintenance responsibilities.

4.14 Construction Fencing. As part of the infrastructure construction, Developer will install a temporary construction fence along the environmental corridor to stop construction materials from encroaching into the environmental corridor. The temporary construction fence shall remain in place until Developer deems it is no longer necessary but no later than when construction is completed on the last house along the corridor. The Developer may enter upon each lot to clean, maintain or remove the fence and immediately adjacent area.

4.15 Construction Dumpster. A construction dumpster shall be used during construction and emptied on a regular basis to prevent the blowing of debris.

4.16 Construction Completion. Construction of all buildings shall be completed within nine (9) months after issuance of a building permit for the respective building. A Dwelling shall be considered complete upon issuance of a final occupancy permit. Landscaping (including grading, sodding and/or seeding) and exterior concrete work, including driveways, shall be completed within thirty (30)-days of completion of construction, weather permitting, and if weather does not permit, as soon as weather does permit

4.17 Erosion Control During Construction. Owner and Owner's contractors must maintain effective erosion control at all times before, during and after construction by using management practices outlined in the Dane County Erosion Control and Storm Water Management Manual. If in the sole opinion of the Committee such effective erosion control is not in place, the Committee may install such erosion control upon twenty four (24)-hour notice to Owner and/or Owner's contractor (Owner's contractor being appointed as agent for Owner to receive such notice) or immediately without notice if emergency circumstances exist. Erosion control costs shall remain the responsibility of the Owner and shall be assessed to the Owner in the event the Committee or Village of DeForest assumes maintenance responsibilities. In areas with slopes in excess of 10%, redundant erosion control measures shall be utilized.

4.18 Landscaping Requirements. Except for shrub, garden and natural or prairie landscaped areas, all front and side yard areas shall be sodded and fertilized. Except for shrubs, garden, and natural or prairie landscaped areas, all rear yards shall be sodded or seeded with a minimum of 50% Bluegrass seed and mulched. Erosion matting shall be used in drainage swales and seeded areas with slopes greater than 10%. Any erosion shall be promptly cleaned up and repaired. All plans for natural or prairie yards must be approved in advance by the Committee.

(a) Landscaping for each Dwelling shall achieve a minimum of 1,100 landscape points as determined by the following point schedule. A minimum of 750 points must be from plantings located in the front yard. A maximum of 200 points may be from plantings located in the back yard. No park grade materials will be permitted. All plant materials shall meet American Nurserymen Standards. All required plant materials shall be installed within 60 days of occupancy of the home except that any rain garden, swale or depression used for stormwater infiltration must be completed with the final site grading. In the event weather conditions do not permit landscaping within 60 days of occupancy, landscaping shall be completed as soon as possible as weather permits.

<u>Landscape Element</u>	<u>Point Value</u>
(A) Small shade tree (1.5"-1.9" caliper at 6" from roots)	50
(B) Medium shade tree (2"-2.4" caliper at 6" from roots)	100
(C) Large shade tree (2.5"-2.9" caliper at 6" from roots)	150
(D) Extra large shade tree (3"+ caliper at 6" from roots)	200
(E) Small evergreen tree (3-4.5' in height when planted)	25
(F) Medium evergreen tree (5'-6.5' in height when planted)	50
(G) Large evergreen trees (7'+ in height when planted)	100
(H) Evergreen shrubs (18' minimum diameter)	20
(I) Small deciduous shrubs (18"-35" in diameter)	10
(J) Medium deciduous shrubs (36"-59" in diameter)	15
(K) Large deciduous shrubs (60"+ in diameter)	25
(L) Decorative retaining walls (Points are per face foot for walls in front or side yards perpendicular to or facing the street. Boulders, timbers and stones only; no concrete)	3
(M) Paver stone walks, paths or patios (Points are per square foot; no driveways included)	1
(N) Prairie lawns (Points are per square foot)	1

(b) Existing Vegetation. Existing vegetation, trees and shrubs may be included in the point totals if they are properly protected and maintained during the construction process and located as such on the landscape plans submitted to the Committee for approval. The maximum point total for any individual tree is 200.

4.18 Mailboxes. All mailboxes and posts shall be approved in advance by the Committee. "Rubbermaid"-style mailboxes and posts and metal fence posts are expressly prohibited.

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

storage sheds, shall be permitted on any Lot without prior written approval of the Committee. All such outbuildings and accessory buildings shall be architecturally compatible with the house located on the Lot.

4.20 Recreational Equipment. No swing set or other play equipment or structure shall be installed on any Lot without the prior written approval of the Committee. Any such structure or equipment must be constructed predominantly of wood and be located in a rear yard at least 10 feet from each property line of the Lot. No basketball backboard, hoop, post and any other related equipment, whether portable or permanently affixed, shall be placed on any lot except in such location as may be approved in writing by the Committee. The Lot Owner shall maintain all such equipment in good repair and appearance. No such equipment shall ever be placed, whether permanently or temporarily, adjacent to the street, in the unpaved portion of the street right of way.

ARTICLE V - USE RESTRICTIONS

5.1 Single Family Use. All Lots within the Plat shall be used for single-family or multi-family residential purposes only as defined in the ordinances of the Village of DeForest. Such use may include a professional or business office when such use is incidental to principal use as a single family residence, is less than 300 square feet in area, and the business is conducted without an identification sign or label displayed or goods for sale on the premises, and without any non-resident employees. Deliveries to such an office may only be made between the hours of 8:00 a.m. and 6:00 p.m. Developer may continue to use lands owned by Developer for present agricultural purposes and uses and for model home and sales purposes.

5.2 Animals. No more than three (3) domestic pets may be permanently kept on any Lot, provided that said pets may not be kept, bred, or maintained for any commercial purpose. No non-domestic animals, livestock, reptiles, birds or poultry of any kind shall be raised, bred or kept on any Lot. Kennels shall be inside a Dwelling unless otherwise approved by the Committee. No Owner may keep a dog whose barking creates a nuisance to neighbors, nor any animal that displays vicious propensities.

5.3 Vehicles. Storage of commercial or service vehicles, boats, travel trailers, mobile homes, campers and other recreational or similar vehicles, unlicensed or inoperable vehicles shall be prohibited, unless kept in the garage. For this purpose, "storage" shall mean leaving standing for a continued period of 72 hours or more. This does not prohibit the temporary parking of such vehicles for the purpose of loading or unloading. Semi-tractors and trucks of over one ton capacity shall not be temporarily or permanently kept on any Lot except in conjunction with providing services of a temporary nature to the Owner of such Lot.

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

All vehicles shall be parked on a paved surface such as a driveway or street. There shall be no parking on grass or plant-covered areas.

5.4 Firewood. No firewood or woodpile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or side yard not adjacent to a street and screened from view by plantings or a fence approved by the Committee.

5.5 Clothes Lines. Clothes poles and lines must be located in the rear yard and may not be permanent fixtures. Temporary clothes poles must be removed daily.

5.6 Trash. Trash containers must be kept indoors or visually screened and may be placed upon the curb only on days of trash collections or after 8:00 p.m. the day before trash collections. No trash, rocks or earth may be disposed of on any Lot or Outlot or in the Corridor. Leaves and cuttings shall not be disposed of on any Lot except as garden mulch or in screened composting facilities as approved by the Committee. No dumping of any materials is allowed on any Outlot or in the Corridor.

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

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

(b) General Upkeep. The Owner shall keep each Lot and all buildings and other improvements thereon, in good order and repair and free of debris, including, but not limited to the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Where public sidewalks exist, the abutting Lot Owner shall maintain the sidewalks in a safe and passable condition, reasonably free from snow, ice or obstruction. The Owner of a lot shall maintain and mow the lawn in the street terrace.

5.8 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the property for sale. During the initial construction period, up to three signs of not more than six square feet each may be displayed related to the construction, financing or sale of the property. The Developer may place signs, monument or other types, identifying the Developer and Developer's sales agent and office, Plat or financing source. One campaign election sign per candidate no larger than six square feet each shall be allowed no sooner than 45 days prior to and no later than the day after the election. The Developer or Committee may remove any non-conforming signs upon 24 hours notice to the Owner.

5.9 Nuisances. No noxious or offensive trade or activity shall be carried on nor shall anything be done that may be or will become a nuisance to the neighborhood. Nuisances such as loud or unreasonable noise shall not be permitted to exist upon any Lot so as to be detrimental to

any other property or its occupants. No high intensity indiscriminate yard lighting shall be used. Exterior lighting shall not be directed in such a manner as to create an annoyance to neighbors.

5.10 Continued Agricultural Use by Developer. The Developer may continue to use lands owed by the Developer for agricultural purposes and uses. Such use shall not be considered a nuisance.

5.11 Subdivision of Lots Restricted. No Lot, as platted, shall be re-subdivided except that, with the permission of the Committee, lot lines between two lots may be adjusted and a Lot may be divided and attached to adjacent Lots.

5.12 Parade of Homes. While the Developer retains ownership of any Lot, the Developer reserves the right to submit some or all of said Lots as a site for the Parade of Homes (Parade) of the Madison Area Builders Association (MABA). In the event some or all of said lots are selected as a site for the Parade, this Declaration shall, as to the Lots enrolled in the Parade, for the limited period of time commencing 48 hours prior to the commencement of the Parade and ending 48 hours after the conclusion of the Parade, be deemed temporarily altered and modified, to the extent necessary, to permit MABA to hold its Parade in this subdivision pursuant to the then current Parade Rules and Developer's Checklist of MABA. All purchasers of Lots, 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 the Developer, MABA, or any of the builders or participants in the Parade during the period of the Parade as set forth above, and the closing of any public or private streets in the Parade area. All Owners appoint the Developer as their attorney in fact to execute all necessary petitions, applications and consents to facilitate said street closing for the Parade.

5.13 Easements. Notice is hereby given that certain Lots within the Plat are subject to easements recorded on the Plat.

(a) Sanitary Sewer/Storm Water Easements. Lots 30-40, 50-62 and 68-70 are subject to public storm water easements. Lots 35 and 36 and Lots 58 and 59 are subject to a public watermain easements. Lots 70-75 are subject to a public sanitary sewer easement. The Village of DeForest may need to enter these easement areas from time-to-time to perform maintenance work regarding the sanitary sewer or storm water facilities located in such easement areas, including the entry of trucks into such area. No person or entity may construct, build, or install any buildings, structures, fences or walls nor install any trees within this easement area. The Village shall not be liable for damage to nor replacement of any improvements or landscaping of any kind except as may be required pursuant to Village of DeForest ordinances

(b) Pedestrian and/or Bike Easement. The Developer reserves a 10-foot wide pedestrian easement through Lots 40-44 and 46-48 as described and as set forth in the Plat attached as Exhibit C hereto. This easement is for the private use of Lots 40-44 and 45-53 to access the environmental corridor. Lots 58 and 59 are subject to a 20-foot wide pedestrian easement. The Developer may assign the easement to the Committee, Association or Village and upon such assignment the Committee, Association, or Village shall have the right to enter the easement to install, maintain and/or replace the

path as needed. In the event the Corridor is made available for general public access, upon the request of the Committee, Association or Village the holder of the easement shall dedicate the easement to the public. No plantings other than grass or prairie landscaping (as allowed under 4.18) shall be placed in the easement provided, however, that restoration for maintenance work shall be limited to grass seeding, fertilizing and mulching only.

ARTICLE VI - COMMITTEE EASEMENTS

6.1 Plat Identification Sign and Planting Easement. The Committee is hereby granted plat identification signs and planting easements as identified in Exhibit D. The Committee may erect, maintain, repair and replace a plat identification sign in such easement area. Any such sign shall be architecturally designed and maintained in a good and neat appearance by the Committee. The Committee may also landscape such sign easement and the Committee may likewise elect to maintain such landscaping in a good and neat appearance. The Owner of the Lot with said sign easement shall maintain the lawn in the easement area.

6.2 Landscape Maintenance. The Committee is authorized but not required to contract with the Village of DeForest to allow the Committee to maintain and replace the landscaping within the drainage swales within the road right of way.

6.3 Cost of Maintenance of the Planting Easement and Plat Identification Sign Easement/Landscape Maintenance. The Committee shall assess the cost of maintenance of the plat identification sign and planting easement and the cost of the construction, maintenance, repair and replacements of the improvements within the easement areas (including the plantings) with each Lot in the Plat paying an equal share of the cost as set forth herein. If the Committee contracts with the Village of DeForest to allow the Committee to maintain and replace the landscaping in the drainage swales within the road right of way, the Committee shall assess the cost of such maintenance and replacement with each Lot in the Plat paying an equal share of the cost as set forth herein.

ARTICLE VII - OPEN SPACE AND CORRIDOR / COMMUNITY ELEMENTS DEVELOPMENT AND MAINTENANCE

7.1 Reservation of Private Open Space/Environmental Corridor/Community Elements. The Developer reserves the right to create a private open space/environmental corridor (the Corridor) by one or more final plats as platted pursuant to the Conservancy Place Preliminary Plat/Final Development Plan as same may be from time to time approved, revised and amended by the Village of DeForest. The Developer also reserves the right to construct a community clubhouse and/or other community elements (jointly and severally referred to as Community Elements) within Conservancy Place. The Developer further reserves the right to title the Corridor and all improvements thereon, and the Community Elements and the land upon which the Community Elements may be built, in the name of the Conservancy Place Open Space Association, Inc. (the Association), a non-profit non-stock corporation incorporated by the Developer for the purpose of holding title to, developing, maintaining and repairing and regulating the use of the Corridor and all improvements thereon, and the Community Elements and the land upon which the Community Elements may be built. The Developer reserves the

right to unilaterally amend this Declaration to further define and specify the Corridor as said final plats are recorded with the Dane County Register of Deeds.

7.2 Conservancy Place Community Sign Easement. As part of the Common Elements, the Developer reserves a Conservancy Place Community Sign Easement to the benefit of the Conservancy Place Open Space Association at the northwest corner of the Plat as identified in Exhibit D. The Developer may design, erect and landscape a Conservancy Place neighborhood identification sign in such easement area. Any such sign and landscaping shall be maintained in a good and neat appearance, including repair and replacement as necessary, by the Association. The Owner of the Lot with said sign easement shall maintain the lawn in the easement area.

7.3 Access to Corridor and Community Elements/Membership in the Association. If the Developer creates the Corridor and/or constructs the Community Elements, the Owners of the Lots and their guests and invitees shall have access to and use of the Corridor and Community Elements subject to the rules and regulations adopted by the Association. Upon creation of the Corridor or construction of the Community Elements, the Owners of the Lots, by virtue of being an Owner of a Lot, shall be members of the Association and shall have all the rights, privileges and obligations of the members of the Association as specified in the Articles of Incorporation and Bylaws of the Association.

7.4 Annual Assessment. If the Developer creates the Corridor and/or constructs the Community Elements, the Association shall have the right to annually assess each Lot for a proportionate share for the development, maintenance, repair and regulation of the Corridor and/or Community Elements, such assessment not to exceed \$200 per year per Lot unless approved by a 2/3rd vote of each class of members of the Association. The annual assessment may be increased without 2/3rd vote by an annual percentage increase not to exceed the annual inflation rate as measured by the change in the Consumer Price Index – U.S. City Average/All Items. The Association shall also be entitled to collect reasonable and necessary attorney's fees and costs from the Owner of any Lot who fails to pay any assessment levied by the Association within thirty (30) days of the date of the assessment. Said assessments shall accrue interest at 18% per annum after thirty days of the date of assessment. The Association may file a lien upon a lot if the Owner of the lot fails to pay the assessment within thirty days of the date of assessments, said assessment foreclosable as provided for in Chapter 846, Wis. Stats.

ARTICLE VIII - GENERAL PROVISIONS

8.1 Term. This Declaration shall run with the land and be binding upon all of the Owners of the Lots for a period of twenty five (25) years from the date this Declaration is recorded, after which time it will automatically stand renewed for successive five (5)-year periods unless terminated in writing by the Owners of 2/3rd of the Lots, except as to provisions of Article VII which shall be perpetual.

8.2 Amendment

(a) Until the later of such time as the Developer ceases to have title to any Lot in the Plat or other lands within Conservancy Place or all Lots have homes built thereon

pursuant to and in conformity with plans approved by the Committee (unless the Developer earlier cedes Committee control), the Developer may modify, amend, alter and grant variances to this Declaration without the consent of any Owner or any other party.

(b) After Developer ceases to own any Lot and no longer has title to other lands in Conservancy Place, the Owners, by the vote or consent of Owners owning 2/3rds or more of the Lots then comprising the Plat, shall have the right to amend this Declaration by an instrument recorded with the Dane County Register of Deeds except as to provisions of Article VII which shall be perpetual.

8.3 Enforcement. The Committee or any Owner of any Lot shall have standing to bring proceedings at law or in equity against any Owner who shall violate or attempt to violate any provision of this Declaration. In the event of a violation of this Declaration the Committee shall have the right to assess and collect from the violating party a fine for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including reasonable attorney's fees and costs. The Committee shall also be entitled to collect reasonable and necessary attorney's fees and costs from the Owner of any Lot who fails to pay any assessment levied pursuant to this Declaration within thirty (30) days of the date of the assessment. Said assessments shall accrue interest at 18% per annum after thirty days of the date of assessment. The Committee may file a lien upon a lot if the Owner of the lot fails to pay the assessment within thirty days of the date of assessments, said assessment foreclosable as provided for in Chapter 846, Wis. Stats.

8.4 Applicable Laws. All Lots are subject to all applicable zoning laws, ordinances and building codes. If there is any conflict between the Declaration and any such laws, ordinances or codes, the most restrictive provision shall control.

8.5 Partial Invalidity. Invalidation of any one of these covenants or any severable part of any covenant by judgement or court order shall in no way effect any of the other provisions that shall remain in full force and effect.

8.6 Variances. The Committee may grant variances from the strict application of the provisions of these covenants when in the judgement of the Committee such variance is in harmony with the overall development of the Plat and will not be adverse to the development of the Plat.

8.7 Notice of Mixed Use Development. Notice is hereby given of multi-family, commercial, and mixed-use development as set forth in the Development Plan for Conservancy Place as approved and as may be amended by the Village of DeForest. Each Owner buys subject to the Plan and waives any objection thereto.

Dated this ____ day of _____, 2004

Bullish Investments, LLC

By: James J. Ring
Managing Member

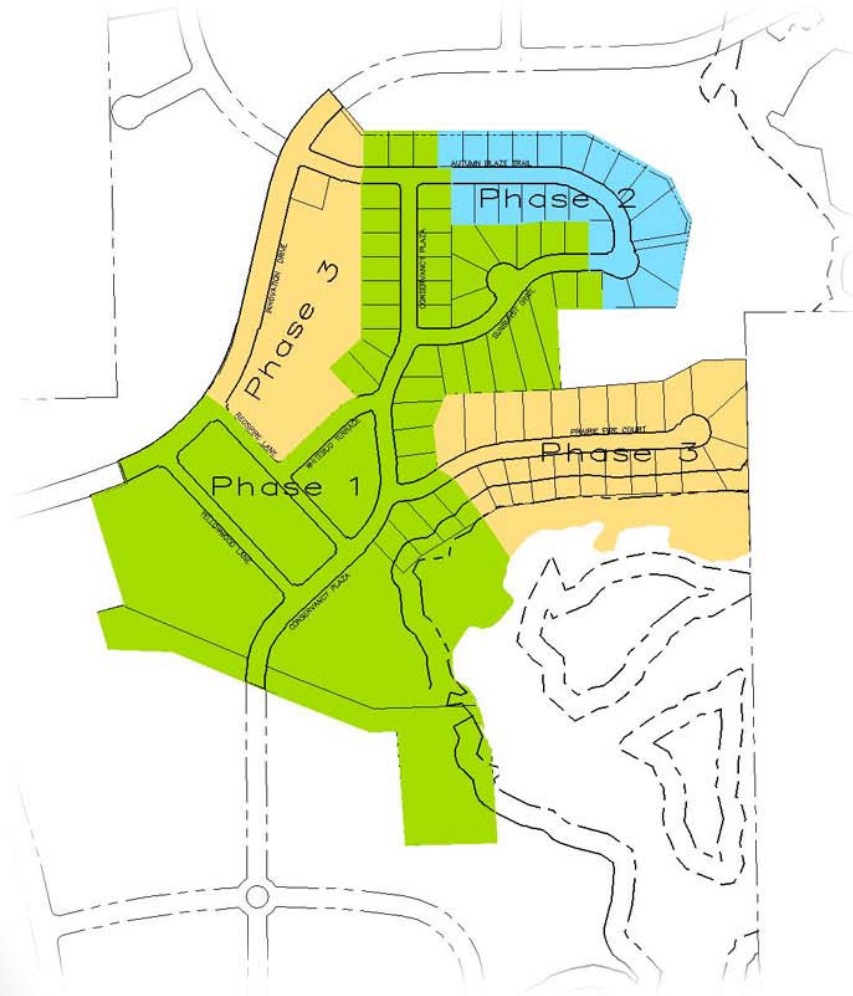
Subscribed and sworn to before me this ____ day of _____, 2004.

Notary Public, State of Wisconsin
My Commission Expires: _____

This Instrument Drafted by:
James J. Ring



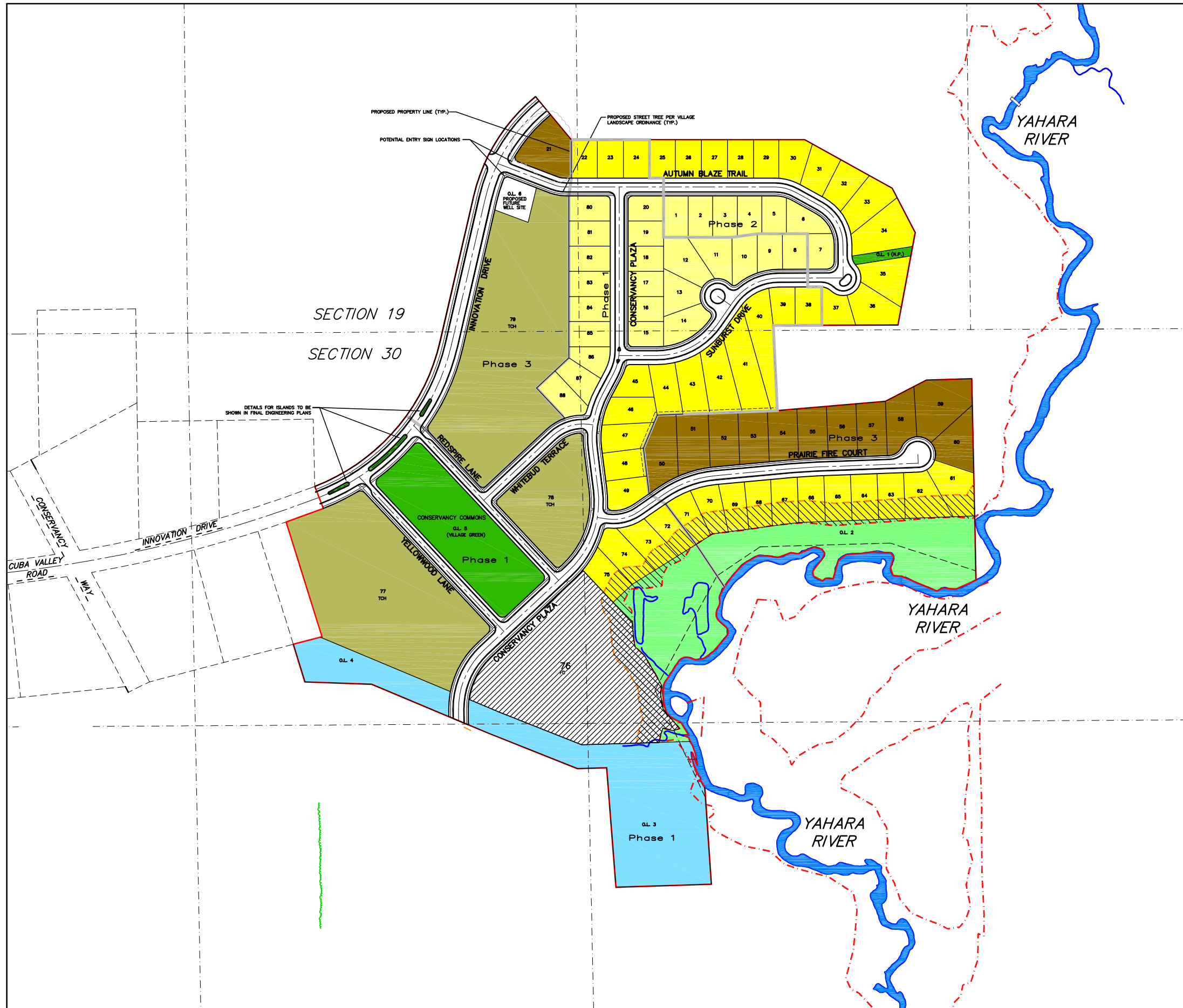
Location Map



Hawthorn Point Phasing Map



GRAPHIC SCALE FEET
0 50 100 200
SCALE: 1"=350'



RESIDENTIAL

- Garden Homes
- Hillside Homes
- Manor Homes
- Town Center Homes

OPEN SPACE

- Environmental Corridor
- Stormwater/Drainage
- Village Green or Neighborhood Park (N.P.)
- Yahara River

OTHER

- Future Development
- 75' Wetland Buffer

NOTES:

- 1) SEE APPROVED PRELIMINARY DEVELOPMENT PLAN FOR LOT STANDARDS.
- 2) A FINAL DEVELOPMENT PLAN WILL BE SUBMITTED FOR VILLAGE APPROVAL ON LOTS 76, 77, 78, AND 79 AS DEVELOPMENT OF THESE LOTS OCCUR.
- 3) AN AMENDMENT TO THE APPROVED PDP WILL BE SUBMITTED FOR ZONING CHANGE PRIOR TO DEVELOPMENT OF LOT 76.

FINAL DEVELOPMENT PLAN

Hawthorn Point

January 2004

Revised February 10, 2004 - Per Village Comments

Revised June 9, 2004

Revised May 7, 2013

VIERBICHER
ASSOCIATES
Committed to Quality Service Since 1976
REEDSBURG - MADISON - SCHOFIELD - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

HAWTHORN POINT - DEFOREST, WI

LOT CALCULATIONS

Lot #	Net Acreage	Net SF
Residential Lots		
1	0.27	11,620
2	0.27	11,620
3	0.27	11,599
4	0.25	10,963
5	0.24	10,548
6	0.27	11,885
7	0.24	10,595
8	0.23	10,200
9	0.24	10,484
10	0.29	12,563
11	0.35	15,040
12	0.41	17,844
13	0.32	13,737
14	0.34	14,706
15	0.23	10,143
16	0.23	10,200
17	0.23	10,200
18	0.23	10,200
19	0.23	10,200
20	0.23	10,152
21	0.59	25,768
22	0.26	11,440
23	0.26	11,440
24	0.26	11,440
25	0.26	11,440
26	0.26	11,440
27	0.26	11,440
28	0.26	11,440
29	0.25	11,052
30	0.30	13,231
31	0.31	13,650
32	0.31	13,714
33	0.42	18,196
34	0.59	25,666
35	0.43	18,787
36	0.40	17,624
37	0.25	11,060
38	0.27	11,700
39	0.24	10,548
40	0.59	25,505
41	0.69	29,959
42	0.53	23,128
43	0.39	17,095
44	0.35	15,222

Lot #	Net Acreage	Net SF
Residential Lots		
45	0.27	11,836
46	0.35	15,108
47	0.33	14,411
48	0.31	13,300
49	0.29	12,667
50	0.54	23,389
51	0.48	20,992
52	0.41	17,997
53	0.40	17,437
54	0.39	16,988
55	0.39	17,102
56	0.40	17,577
57	0.41	18,076
58	0.41	17,797
59	0.71	30,904
60	0.45	19,560
61	0.46	20,096
62	0.44	18,993
63	0.32	13,950
64	0.32	13,950
65	0.32	13,950
66	0.32	13,914
67	0.32	13,978
68	0.31	13,389
69	0.29	12,788
70	0.30	12,978
71	0.30	13,119
72	0.31	13,410
73	0.36	15,857
74	0.41	17,663
75	0.33	14,296
77	5.79	252,147
78	1.93	83,928
79	6.57	286,387
80	0.27	11,852
81	0.27	11,900
82	0.27	11,900
83	0.27	11,900
84	0.27	11,900
85	0.27	11,900
86	0.23	10,189
87	0.27	11,694
88	0.31	13,717

Lot #	Net Acreage	Net SF
Village Green		
OL 5	3.01	130,910
Stormwater/Drainage		
OL 4	1.23	53,704
OL 3	4.44	193,292
Environmental Corridor		
PRT. 76	2.49	108,297
OL 2	3.24	140,994
Neighborhood Park Access		
OL 1	0.14	6,020
Future Development		
PRT. 76	5.50	239,540
Proposed Future Well Site		
OL 6	0.32	14,138
Road Right-of-Ways		
	12.70	553,036

TOTAL:	75.60	3,293,301.00
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HAWTHORN POINT – DEFOREST, WI

DWELLING UNITS

Lot #	Housing Type	Number of Lots/Dwelling Units
22-49, 61-75	Manor Homes (Single Family Residential)	43
21, 50-60	Hillside Homes (Single Family Residential)	12
1-20, 80-88	Garden Homes (Single Family Residential)	29
79	Town Center Homes	62 - 78 (1)
78	Town Center Homes	22 - 27 (1)
77	Town Center Homes	51 - 64 (1)
TOTAL:		219 - 253

NOTES:

- (1) Unit range based on density set in PDP. Final unit count to be set in FDP/Site Plan for each respective TCH lot.

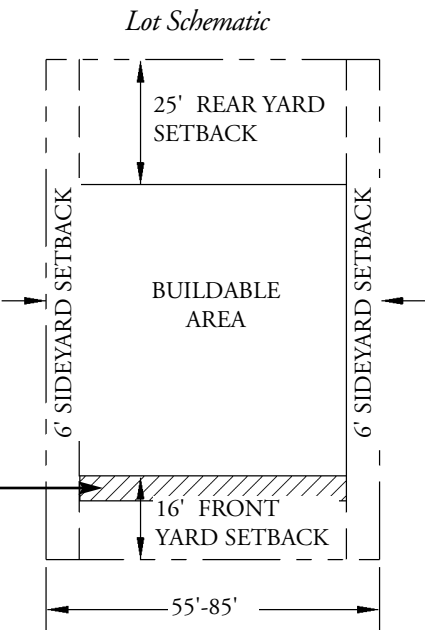
Garden Homes (GH)

Garden Homes represent the most urban detached single family setting within Conservancy Place. Lot design standards in this district consist of narrower home sites and reduced setbacks. While the minimum lot size is 6400 square feet, Garden Home sites range between 8,232 and 21,360 square feet. Particular attention to architecture is necessary for these lots given the reduced setbacks and relative proximity to the sidewalk and street. The goal of the district is to create a pedestrian-focused streetscape among small to medium sized lots.

Approximate Gross Acreage	31.3 acres
Approximate Proposed Dwelling Units	90 units
Approximate Gross Density	2.9 dwelling units/acre

Lot Requirements

Minimum Lot Area	6400 square feet
Minimum Lot Width (at min. setback line)	55 feet
Minimum Corner Lot Width	60 feet
Minimum Front Yard Setback	16 feet
Maximum Front Yard Setback	25 feet
Minimum Side Yard Setback	6 feet
Minimum Corner Lot Side Yard Setback	15 feet
Minimum Rear Yard Setback	25 feet
Maximum Building Height	35 feet
Minimum Paved Surface Side Setback	2 feet
Required Off-Street Parking and Loading	Two off-street parking stalls per lot as required by Section 15.07 Single Family House
Maximum Impervious Surface Ratio	50%
Maximum Floor Area Ratio	50%



Permitted Encroachments

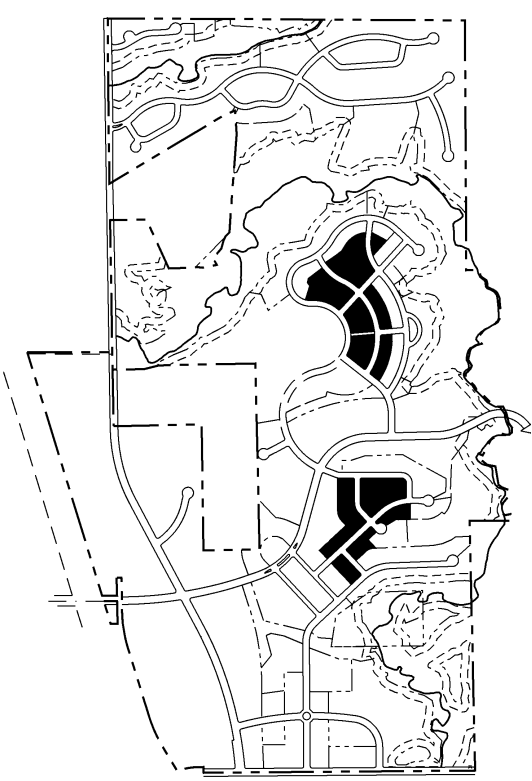
Front porches, balconies, stoops, open porches and covered walkways may encroach a maximum of 6' into the front yard setback. Corner lot porches and bay windows may not encroach the vision triangle as defined in section 15.04 of the Village of DeForest Zoning Code.

Bay windows may encroach side yard setbacks. Roof eaves may not extend over a property line or a utility easement

Character Images



Location Map



Note: Images are used here to portray character, relationship to street, massing, roof forms and scale. The components in the images may not be the final design.

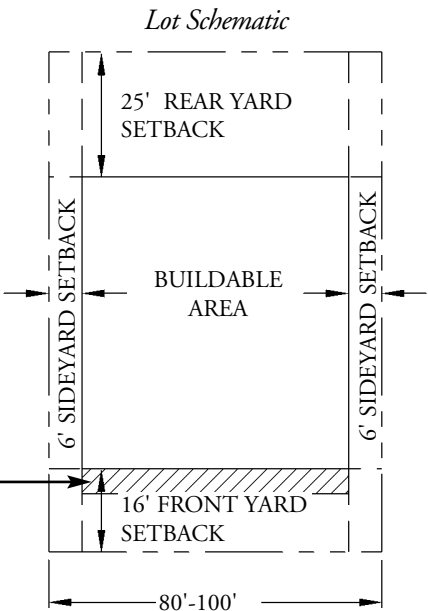
Manor Homes (MH)

Manor Homes are the second largest home sites within Conservancy Place. Lots contain a minimum of 10,500 square feet, with a range of lot sizes between 10,542 to 44,493 square feet. Manor Home sites are generally located adjacent to the Yahara River Environmental Corridor, offering exceptional views into the natural environment. Particular attention to architecture will again be important on these lots given the reduced front yard setbacks.

Approximate Gross Acreage	87.0 acres
Approximate Proposed Dwelling Units	169 units
Approximate Gross Density	1.9 dwelling units/acre

Lot Requirements

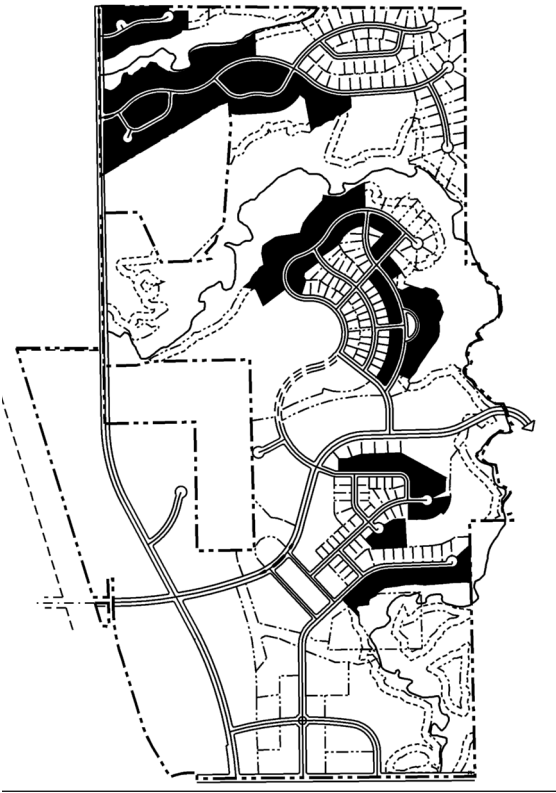
Minimum Lot Area	10,500 square feet	
Minimum Lot Width (at min. setback line)	80 feet	
Minimum Corner Lot Width	85 feet	
Minimum Front Yard Setback	16 feet	
Maximum Front Yard Setback	25 feet	
Minimum Side Yard Setback	6 feet	
Minimum Corner Lot Side Yard Setback	15 feet	6' PERMITTED ENCROACHMENT
Minimum Rear Yard Setback	25 feet	
Maximum Building Height	35 feet	
Minimum Paved Surface Side Setback	2 feet	
Required Off-Street Parking and Loading	Two off-street parking stalls per lot, as required by Section 15.07 Single Family House	
Maximum Impervious Surface Ratio	45%	
Maximum Floor Area Ratio	50%	
Permitted Encroachments	Front porches, balconies, stoops, open porches and covered walkways may encroach a maximum of 6' into the front yard setback. Corner lot porches and bay windows may not encroach the vision triangle as defined in section 15.04 of the Village of DeForest Zoning Code.	
	Bay windows may encroach side yard setbacks. Roof eaves may not extend over a property line or a utility easement.	



Character Images



Location Map



Note: Images are used here to portray character, relationship to street, massing, roof forms and scale. The components in the images may not be the final design.

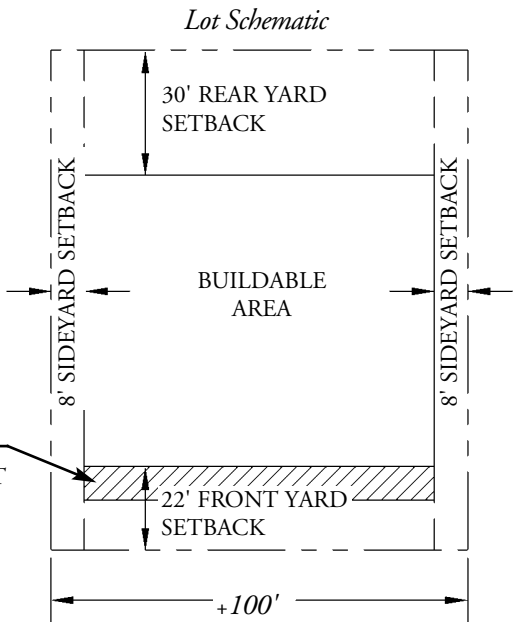
Hillside Homes (HH)

Hillside Homes are the largest home sites within Conservancy Place. Lot sizes are a minimum of 12,000 square feet and range between 13,133 to 63,964 square feet. The majority of these sites are located adjacent to the Yahara River Environmental Corridor system and offer exceptional views of the natural environment. The goal of Hillside Homes district is to allow large homes to be built on a lot, while preserving the existing woodlands. This will be accomplished through the Covenants and Deed Restrictions that will be established at the time of FDP submittal. In addition, wider lots assist in tree preservation and provide opportunities for side loaded garages, giving the streetscape a much cleaner appearance.

Approximate Gross Acreage	56.6 acres
Approximate Proposed Dwelling Units	90 units
Approximate Gross Density	1.6 dwelling units/acre

Lot Requirements

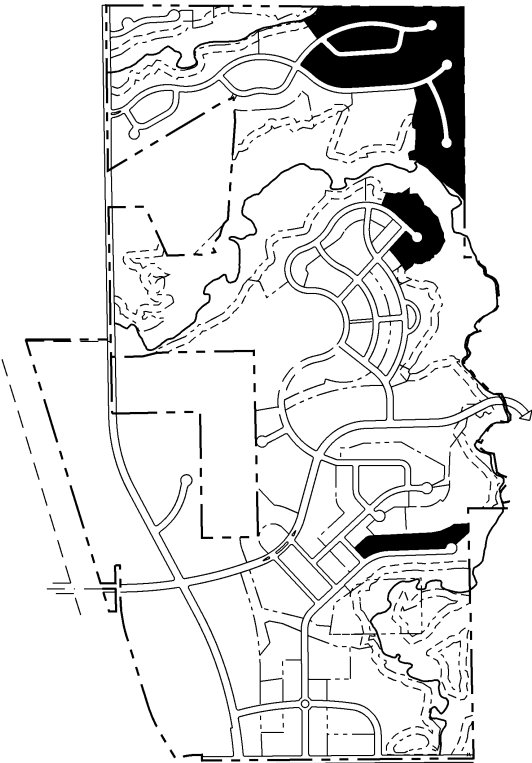
Minimum Lot Area	12,000 square feet
Minimum Lot Width (at min. setback line)	100 feet
Minimum Front Yard Setback	22 feet
Minimum Side Yard Setback	8 feet
Minimum Corner Lot Side Yard Setback	20 feet
Minimum Rear Yard Setback	30 feet
Maximum Building Height	35 feet
Minimum Paved Surface Side Setback	5 feet
Required Off-Street Parking and Loading	Two off-street parking stalls per lot, as required by Section 15.07 Single Family House
Maximum Impervious Surface Ratio	40%
Maximum Floor Area Ratio	45%
Permitted Encroachments	Front porches, balconies, stoops, open porches and covered walkways may encroach a maximum of 8' into the front yard setback. Corner lot porches and bay windows may not encroach the vision triangle as defined in section 15.04 of the Village of DeForest Zoning Code. Bay windows may encroach side yard setbacks. Roof eaves may not extend over a property line or a utility easement.



Character Images



Location Map

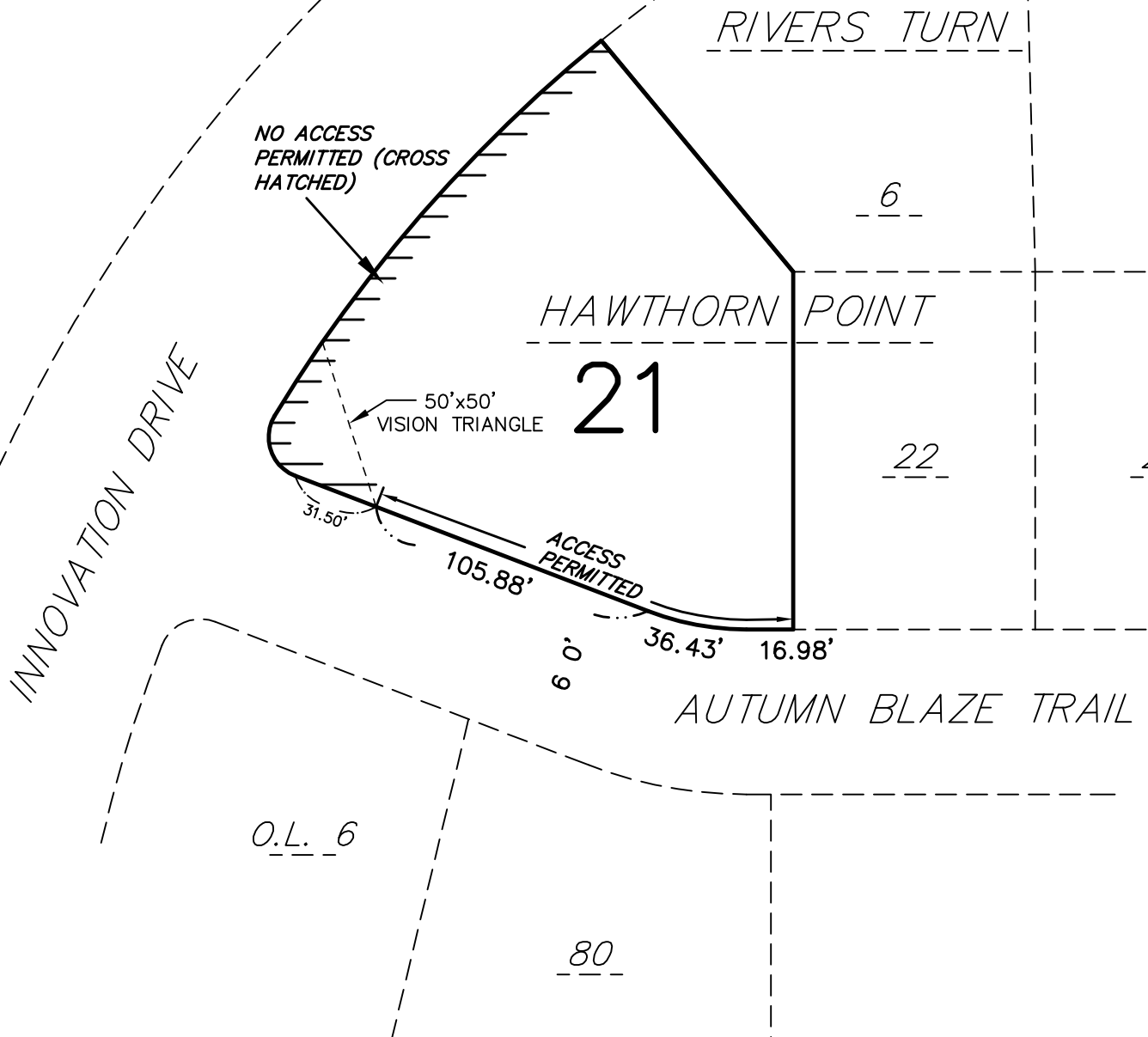


Note: Images are used here to portray character, relationship to street, massing, roof forms and scale. The components in the images may not be the final design.

**PERMITTED ACCESS EXHIBIT
LOT 21, HAWTHORN POINT,
VILLAGE OF DEFOREST,
DANE COUNTY, WISCONSIN**



GRAPHIC SCALE FEET
0 30 60 120



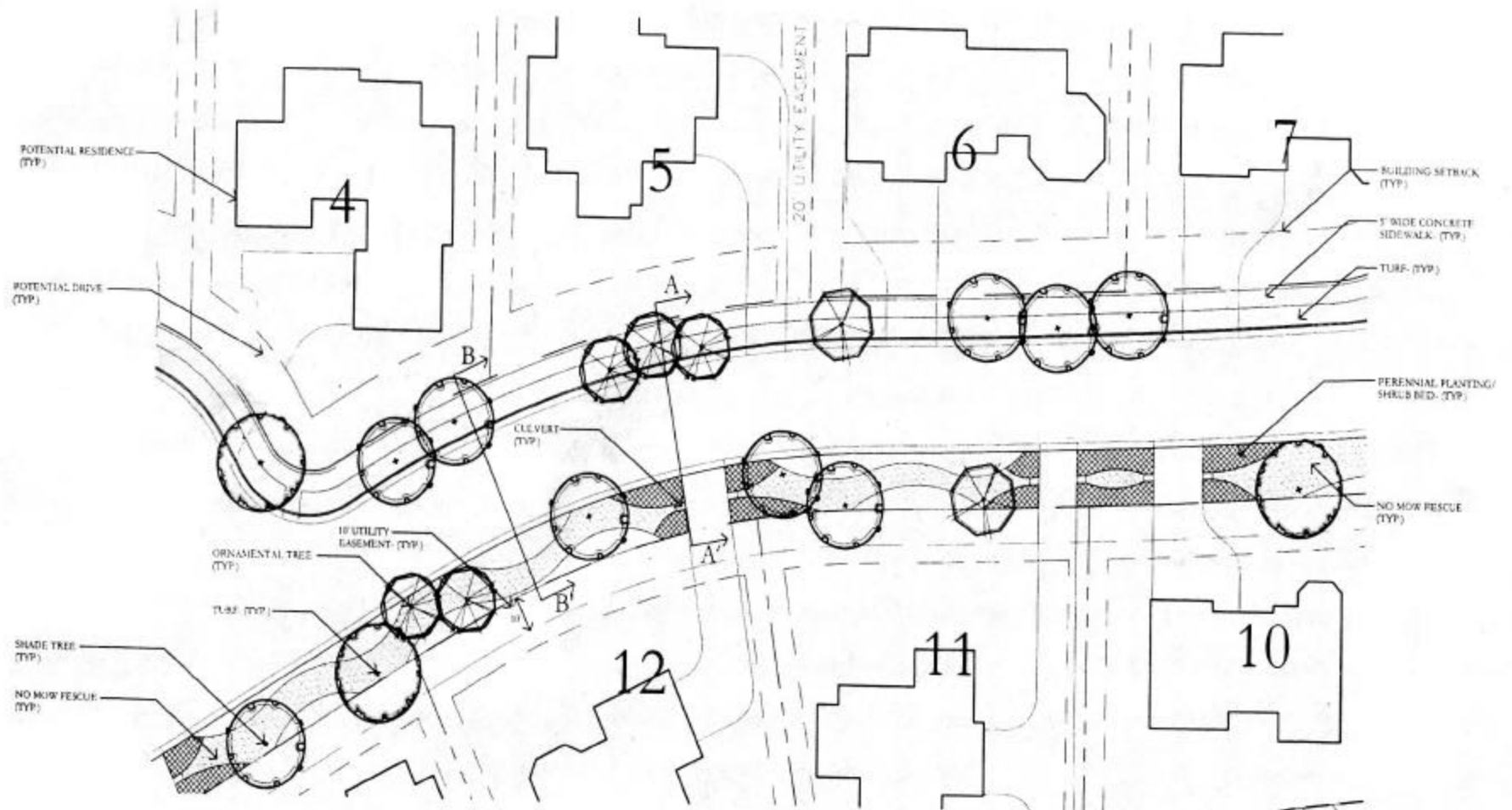
30 Apr 2013 - 1:32p V:\LDD2\PAKOTOWN_ABS_BASE.dwg\Hawthorn Point\FDP 5-7-13\FDP Access Lot 21 5-7-13.dwg by:jqua

vierbicher
planners | engineers | advisors



REEDSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive, Suite 201 Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

REVISIONS	SCALE 1"=60'	SHEET 1 OF 1
.	CHECKED jqua	
.	DRAFTER jqua	
.	FILE left	
JOB NO. 033034267.00	DATE 4-30-13	



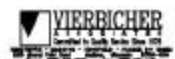
Notes

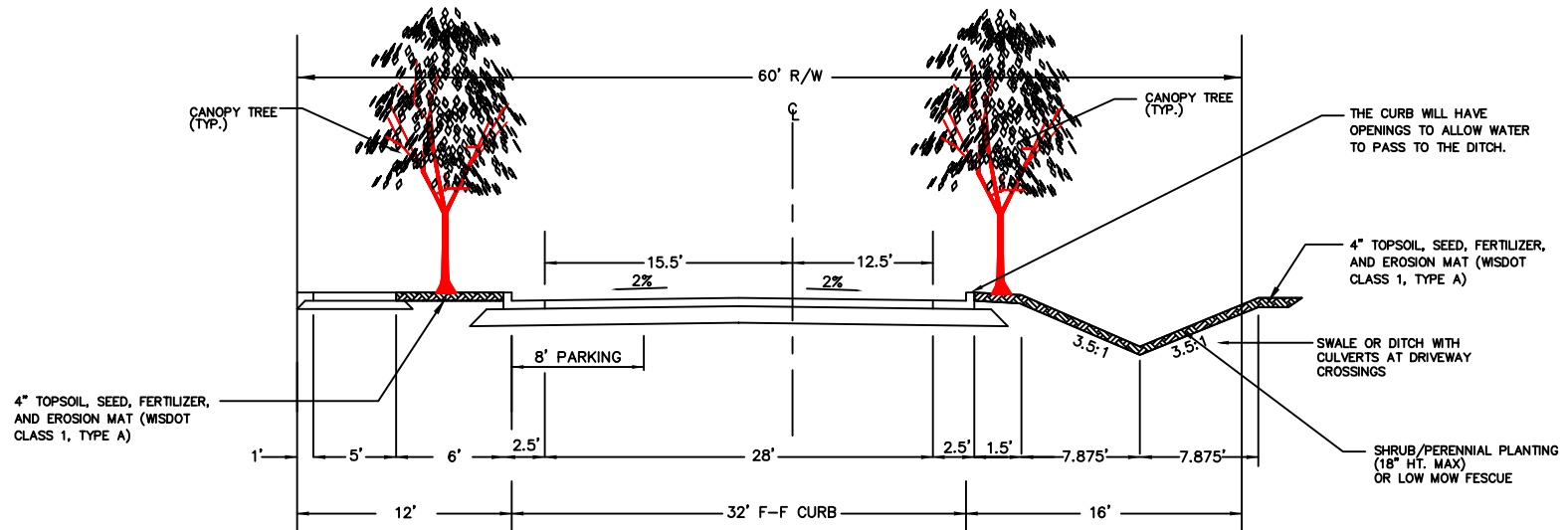
1. Depiction of swale is conceptual only. Actual design may vary. Combination of storm water system and ditches may be required depending on soil conditions.

2. The number of street trees will reflect the requirements of the landscape ordinance. Actual tree spacings & locations will vary.

CONCEPTUAL LANDSCAPE PLAN

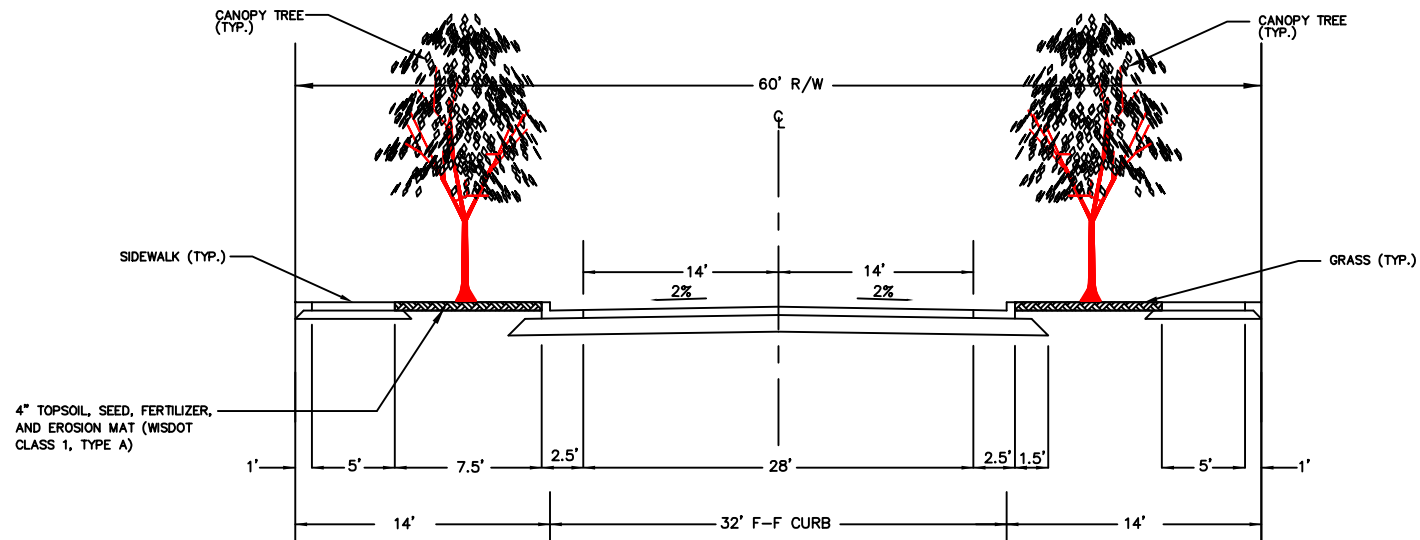
Hawthorn Point
January 2004





CONSERVANCY PLAZA
 FROM WHITEBUD TERRACE TO AUTUMN BLAZE TRAIL
PRAIRIE FIRE COURT
SUNBURST DRIVE
AUTUMN BLAZE TRAIL

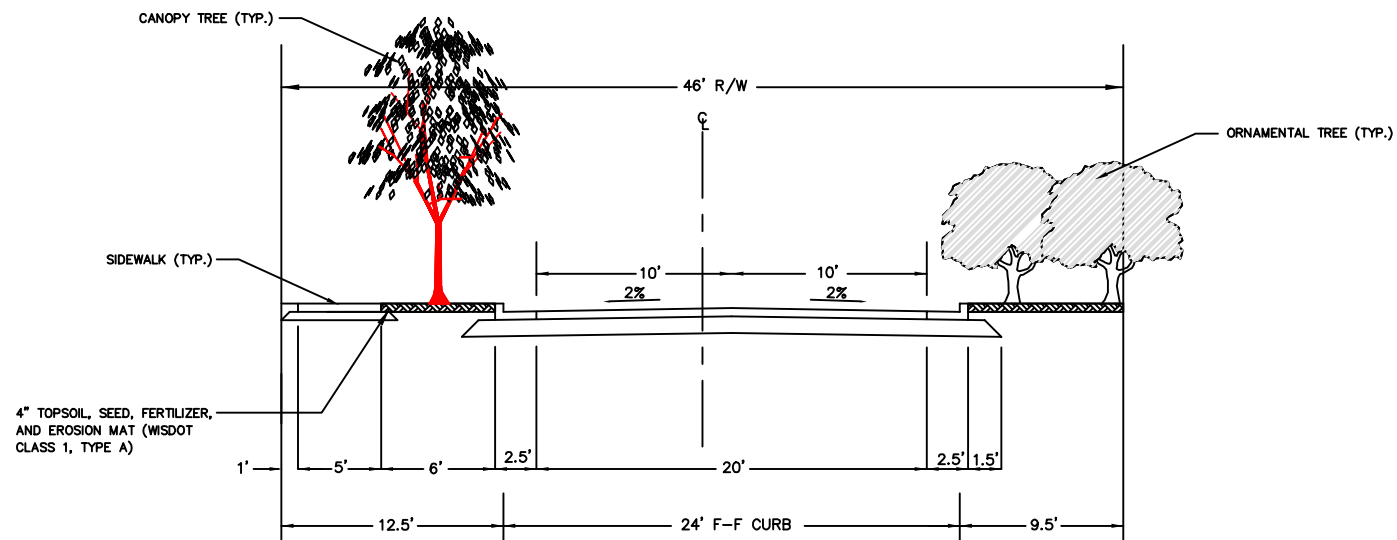
Hawthorn Point
 January 2004



CONSERVANCY PLAZA
FROM PRAIRIE FIRE COURT TO WHITEBUD TERRACE
WHITEBUD TERRACE

NOTE: FROM REDSPIRE LANE TO PRAIRIE FIRE COURT THE TYPICAL SECTION WILL TRANSITION FROM 66' ROW TO 60' ROW.

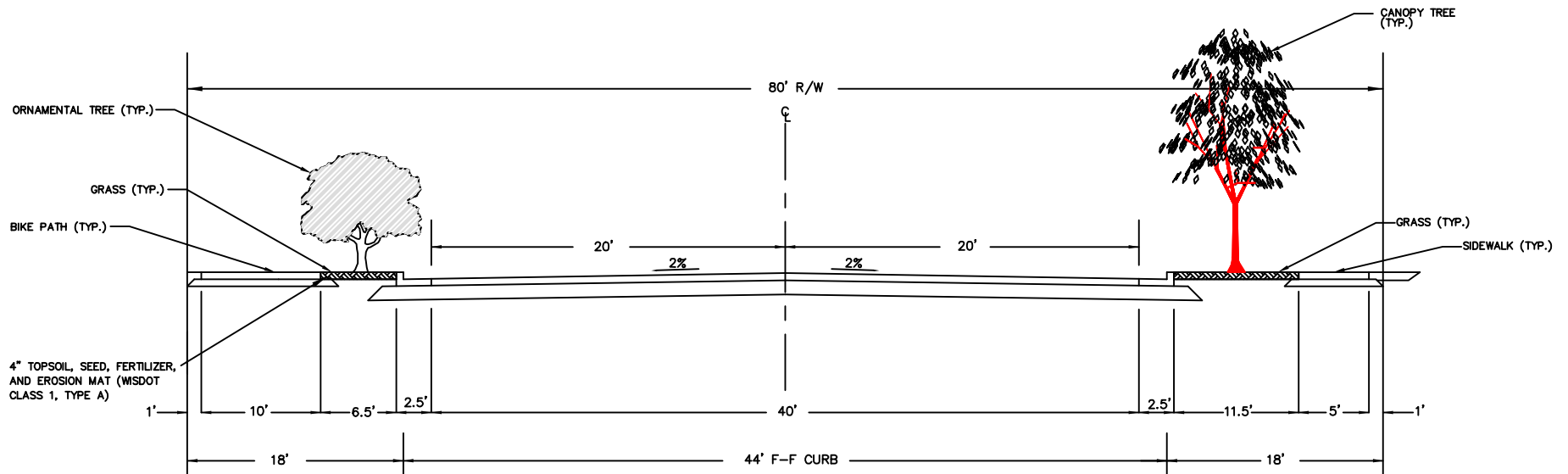
Hawthorn Point
January 2004



YELLOWWOOD LANE
REDSPIRE LANE

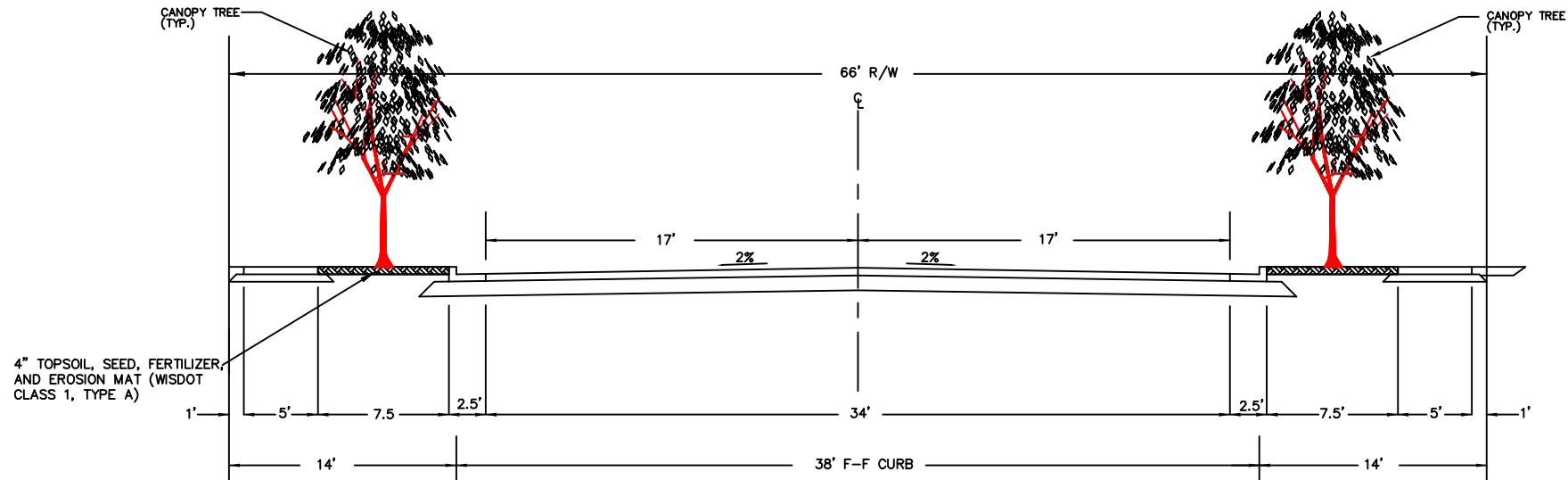
NOTE: THERE WILL BE CURB "BUMP-OUTS"
AT EACH INTERSECTION. CURB
WIDTH AT INTERSECTIONS WILL BE
16' F-F AS A RESULT OF THE
"BUMP-OUTS".

Hawthorn Point
January 2004



INNOVATION DRIVE

Hawthorn Point
January 2004



CONSERVANCY PLAZA:
FROM STA 23+71.19 TO REDSPIRE LANE

Hawthorn Point
January 2004