



SUBDIVISION APPLICATION Madison Plan Commission

215 Martin Luther King Jr. Blvd; Room LL-100
PO Box 2985; Madison, Wisconsin 53701-2985
Phone: 608.266.4635 | Facsimile: 608.267.8739

**** Please read both pages of the application completely and fill in all required fields****
This application form may also be completed online at www.cityofmadison.com/planning/plan.html

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non-residential space, or a residential development of over 10 dwelling units, of if you are seeking assistance from the City with a value of \$10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (Sec. 2.40, MGO). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

1a. Application Type.

Preliminary Subdivision Plat Final Subdivision Plat Land Division/Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: Village at Autumn Lake Replat

1b. Review Fees. Make checks payable to "City Treasurer." Note: New fees effective May 2012 (!)

- For Preliminary and/or Final Plats, an application fee of \$250, plus \$50 per lot or outlot contained on the plat.
- For Certified Survey Maps, an application fee of \$250 plus \$200 per lot and outlot contained on the CSM.

2. Applicant Information.

Name of Property Owner: MREC VH Madison Investors, LLC Representative, if any: Jeff Rosenberg

Street Address: 6801 South Towne Drive City/State: Madison, WI Zip: 53713

Telephone: (608) 266-3100 Fax: () Email: jrosenberg@veridianhomes.com

Firm Preparing Survey: D'Onofrio Kottke & Assoc. Contact: Dan Day

Street Address: 7530 Westward Way City/State: Madison, WI Zip: 53717

Telephone: (608) 833-7530 Fax: () Email: dday@donofrio.cc

Check only ONE – ALL Correspondence on this application should be sent to: Property Owner, OR Survey Firm

3a. Project Information.

Parcel Addresses (note town if located outside City): n/a

Tax Parcel Number(s): see attached

Zoning District(s) of Proposed Lots: PD School District: TR-C3, TR-P

→ Please provide a Legal Description on your CSM or plat. Note your development schedule in your Letter of Intent.

3b. For Properties Located *Outside* the Madison City Limits in the City's Extraterritorial Jurisdiction:

Date of Approval by Dane County: _____ Date of Approval by Town: _____

→ For an exterritorial request to be scheduled, approval letters from both the Town and Dane County must be submitted.

4. Subdivision Contents and Description. Complete table as it pertains to your request; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential	549		
Retail/Office			
Industrial			
Other (state use):			

Land Use	Lots	Outlot	Acres
Outlots Dedicated to the Public (Parks, Stormwater, etc.)		16	
Outlots Maintained by a Private Group or Association		12	
PROJECT TOTALS	549	28	240.3

OVER →

16-18

5. **Required Submittals.** Your application is required to include the following (check all that apply):

- Map Copies** (prepared by a Registered Land Surveyor):
 - For Preliminary Plats, **eighteen (18) copies** of the drawing drawn to scale are required. The drawing is required to provide all information as set forth in Section 16.23 (7)(a) of the Madison General Ordinances. The drawings shall include, but are not limited to, a description of existing site conditions and natural features, delineation of all public and private utilities that serve the site (denote field located versus record drawings), the general layout of the proposed subdivision, the dimensions of lots and outlots, widths of existing and proposed rights of way, topographic information, and any other information necessary for the review of the proposed subdivision.
 - For Final Plats, **sixteen (16) copies** of the drawing are required to be submitted. The final plat shall be drawn to the specifications of Section 236.20 of the Wisconsin Statutes.
 - For Certified Survey Maps (CSM), **sixteen (16) copies** of the drawing are required. The drawings shall include all of the information set forth in Sections 16.23(7)(a)&(d) of the Madison General Ordinances, including existing site conditions, the nature of the proposed division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.
 - All surveys submitted with this application are required to be collated, stapled and folded so as to fit within an 8 1/2" X 14" folder. An **8-½ X 11-inch reduction of each sheet** shall also be submitted.
- Letter of Intent: Twelve (12) copies** of a letter describing the proposed subdivision in detail including, but not limited to: the number and type/ use of lots proposed with this subdivision; existing conditions and uses of the property; development and phasing schedule for the project, and; the names of persons involved (contractor, architect, landscaper, business manager, etc.). ***The letter of intent for a subdivision can be the same document as the letter of intent required for a concurrent Land Use Application for the same property. **A letter of intent is not required for Subdivision Applications for lot combinations or split duplexes.**
- Report of Title and Supporting Documents:** All plats and certified surveys submitted for approval shall include a Report of Title satisfactory to the Office of Real Estate Services as required in Section 16.23 of the Madison General Ordinances. A minimum of **two (2) copies** of a City of Madison standard 60-year Report of Title shall be obtained from a title insurance company. **Title insurance or a title commitment policy is NOT acceptable** (i.e. a Preliminary Title Report or a Record Information Certificate). The applicant shall submit a copy of all documents listed in the Report of Title for each copy of the report submitted.
- For any plat or CSM creating common areas to be maintained by private association: Two (2) copies** of proposed development restrictions and covenants shall be submitted for City approval prior to recording of the survey instrument.
- For Surveys Outside the Madison City Limits:** A copy of the approval letters from both the Town where the property is located and Dane County must be submitted with your request. The City of Madison may not consider a survey within its extraterritorial jurisdiction without prior approval **Town and Dane County**.
- For Surveys Conveying Land to the Public:** A Phase I Environmental Site Assessment Report may be required if any interest in these lands are to be conveyed to the public. Please contact the City's Office of Real Estate Services at 266-4222 for a determination as soon as possible.
- Electronic Application Submittal:** All applicants are required to submit a copy of this completed application form, and preliminary and/or final plats or Certified Survey Map as individual Adobe Acrobat PDF files compiled either on a non-returnable CD-ROM to be included with their application materials, or in an e-mail sent to pcapplications@cityofmadison.com. The transmittal shall include the name of the project and applicant.

6. **Applicant Declarations:**

The signer attests that the application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name Dan Day **Signature** 
Date 1/20/15 **Interest In Property On This Date** Representative



VANDEWALLE & ASSOCIATES INC.

January 21, 2015

Katherine Cornwell
Department of Planning & Development
City of Madison
215 Martin Luther King, Jr. Blvd.
Madison, WI 53710-2985

RE: The Village at Autumn Lake
Rezoning Application/Preliminary & Final Plat Submittal

Dear Katherine,

The following document and illustrative graphics outline the revisions to the Village at Autumn Lake Neighborhood. The rezoning request is paired with a separate Preliminary/Final Plat submittal as part of the repositioning request for the overall project. This mixed residential neighborhood revises the 2003 adopted plans to reflect current market conditions and adapt the residential mix to match Veridian's current offerings. Built upon the framework of a walk able mixed residential neighborhood, this plan offers a broad range of housing types coupled with the existing lake, diverse open space systems, integrated local & regional stormwater systems, local pedestrian trails, and a regional off road bicycle network.

TR-P Requirements:

- Six residential housing types (Single Family Street Accessed, Single Family Alley Accessed, Twin Home, Four Units Homes, Townhomes, Interior Hallway Multi-Family)
- All units within 1/4 acre of parks & open spaces
- Multi-Family dispersed throughout the TR-P area
- Project will consist of multiple phases beginning from the Lien Road frontage expanding into the neighborhood based upon market demand (see attached phasing plan)

We look forward to working with the City on the review and implementation of this neighborhood.

Sincerely,

Brian Munson
Principal

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
342 North Water Street • Milwaukee, Wisconsin 53202 • 414.421.2001 • 414.732.2035 Fax
www.vandewalle.com

Shaping places, shaping change

APPLICANT:

MREC VH Madison Investors, LLC.
6801 South Town drive
Madison, WI 53713
Phone: 608.226.3100
Fax: 608.226.0600
Jeff Rosenberg
jrosenberg@veridianhomes.com

DESIGN TEAM:

Engineering:
D'Onofrio Kottke
7530 Westward Way
Madison, WI 53717
Phone: 608.833.7530
Fax: 608.833.1089
Dan Day
dday@donofrio.cc

Planning:
Vandewalle & Associates
120 East Lakeside Street
Madison, Wisconsin 53715
Phone: 608.255.3988
Fax: 608.255.0814
Brian Munson
bmunson@vandewalle.com

Existing Conditions:

Existing Zoning: TR-C3, PD (expired), Conservancy
Proposed Zoning: TR-P, TR-C3
Addresses/PIN: 1710 Ariel Spring Trail 0810-263-0101-0
Note: Replat will revise numerous parcels, see plat submittal for chart of re-platted lots.
Aldermanic District: District 9
Alder Clausius
Neighborhood Association: Not Applicable
Neighborhood Plan: Felland Neighborhood Plan
Low Density Residential
Low-Medium Density Residential
Medium Density Residential
Mixed Use
Notifications: Alder Clausius December 17, 2014
DAT Presentation December 18, 2014
Legal Description: See Attached
Lot Area: 285.2 acres
Filing Fee: A check in the amount of \$2,850 made out to City of Madison Treasurer is enclosed for the Filing and Notification Fees.
Maximum fee for standard Zoning \$2,850

Proposed Use:	Single Family:	525
	Twin Homes:	36
	Four Unit Homes:	8
	Townhomes:	58
	Multi-Family:	<u>296</u>
	Total:	923

See attached chart for full breakdowns

Park Dedication

Required: 19.98 acres required
561 single family/twin homes units @1,100 sq.ft./unit: 14.17 acres
362 multi-family units @700 sq.ft./unit: 5.8 acres

Dedicated: 16.68 acres Public Park Space (4 parks)
6.04 acres Public Park/School Site
43.65 Public Open Space

Additional: 39.25 Private Open Space (available for public use)

Attached Graphics:

- Master Plan
- Open Space Plan
- Open Space Dedication Plan
- NE Neighborhood Plan Context & Trail Connections
- Zoning Plan
- Phasing Plan

CCRs: See Attached

TR-P Site Design Standards

Open Space

The neighborhood is served by a dispersed set of parks as well as diverse natural open spaces and greenway corridors. These facilities offer opportunities for neighborhood play areas, preserves existing mature woods, and creates a regional off road bike path network connecting the project to the rail corridor and adjoining neighborhoods. See attached parks & open space graphics for full description of public and private open spaces within the neighborhood.

Street Layout

The neighborhood is served by a strong grid of neighborhood scaled streets, sidewalks, and off street connections.

Building Design

Building design within the neighborhood will go through a neighborhood architectural control committee with the goal of creating diversity of architectural approaches while maintaining a cohesive massing and composition, building orientation onto the adjoining streets, and appropriate durable materials.

DIMENSIONAL STANDARDS

Building placement will meet the dimensional standards as described in the TR-P Zoning District for the Single-family detached, and Two-family-Twin standards.

ARCHITECTURAL STYLE

Architecture within the neighborhood will be developed with a variety of American vernacular architectural styles.

MASSING

Rhythms

In architectural composition, rhythm refers to the regular use of recurrence of building elements. These elements consist of features such as, but not limited to, window locations, columns and piers. Rhythm solidifies the building design and ensures that the overall composition of building elements is balanced.

- Bays, porches and stoops are encouraged to enhance the human scale of the streetscape.
- Windows, doors, or other architectural features shall be provided to articulate the appearance of the street facing façade.

Roofline Articulation

The roof form establishes the character of a home and terminates the building. Bays and gables are encouraged to break-up the massing of the home into smaller or intimate components. Selection of an appropriate roof form will vary depending on the architectural style.

- Hipped and gabled roofs with a symmetrical pitch shall run between 5:12 and 12:12, as appropriate to architectural style.
- Shed roofs pitched between 5:12 and 7:12 shall be attached to an adjacent building wall and shall not be utilized freestanding buildings. Shed dormers shall have a 3:12 pitch and be utilized only on appropriate styles.
- Hipped and shed porch roofs shall have a pitch between 3:12 and 6:12.
- Roof overhangs may vary from a minimum of 6" to a maximum of 30".

HEIGHT

- No residence shall exceed three-stories in height or 35’.
- Exposed basements shall not constitute a story.

APPROPRIATE WALL MATERIALS

All materials shall be properly utilized based on the precedents of the architectural style of the building.

WALL SIDING/SURFACING

- Brick
- Clapboard Siding
- Cement Board Siding / Composition Siding / Vinyl Siding
- Half-Timbering
- Cast Stone
- Stone
- Stucco and Exterior Insulated Finish System (EIFS)
- Wood, Composition, vinyl or Cement Shingle Siding

DECKS

Decks shall be located only in rear or side yards. Portions of decks visible from the street or projecting in such a manner that it is visible from the front yard, shall be screened with appropriate fencing or landscaping.

PORCHES AND STOOPS

- Usable front porches are encouraged as both visual and functional design elements. Minimum dimensions for a usable porch are 6’0” deep and 6’0” wide exclusive of access to front entry.

Neighborhood Objectives

The goal of the neighborhood is to create a diverse range of housing options, configurations, and price points set within a framework of walkable streets and neighborhood scaled open spaces.

The Village at Autumn Lake Unit Chart

Lot Numbers	Residential Units	Net Acreage	Average Net Density DU/Acre
Single Family	525	93.93	5.6
Single Family: Street Accessed	421	82.41	5.1
Meadow Homes (51' x 100')	4	0.52	
Terrace Homes (59' x 100')	120	19.07	
Manor Homes (65' x 100')	98	17.69	
Estate Homes (69' x 100')	158	34.28	
Mansion Homes (80' x 100')	41	10.85	
Single Family: Alley Accessed	104	11.52	9.0
Cottage Homes (37' x 95')	20	1.76	
Village Homes (45' x 95')	84	9.76	
Multi-Family	398	21	18.6
Twin Homes	36	5	7.8
Villas I	12	0.88	
Villas II	24	3.75	
Four Unit Homes	8	1	9.0
Town Homes	58	5	11.8
Multi-Family	296	11	26.8
Open-Space	-	105.88	-
Public Open Space			
Parks		16.94	
School/Park		6.04	
Public Open Space		43.65	
Private Open Space			
Private Open Space Available for Public Use		39.25	
Right of Way	-	63.94	-
Street Rights of Way	-	64.06	-
Alley Rights of Way	-	2.43	-
Totals	923	285.20	
Total Site Dwelling Units Per Acre	3.2		
Net Dwelling Units Per Acre	4.2		
Net Residential Dwelling Units Per Acre (residential acreage only)	8.0		
Acreage Percentages			
Single Family	32.9%		
Multi-Family	7.5%		
Open Space	37.1%		
Right of Way	22.4%		
	100.0%		
Unit Percentages			
Single Family	56.9%		
Multi-Family	43.1%		
	100.0%		
Park Acreage Requirements			
Single Family/Twin Homes (1100 sq. ft./unit)			14.17
Multi Family (700 sq. ft./unit)			5.82
			19.98

FULL PROJECT LEGAL DESCRIPTION

Lots 1-519, Outlots 1-15 and Outlots 18-39, Village at Autumn Lake and various discontinued roads, located in the NE1/4, SW1/4, SE1/4 OF THE NW1/4, AND THE NE1/4, NW1/4, SW1/4, SE1/4 of the SW1/4, and in the NW1/4 and the SW1/4 of the SE1/4 of Section 26, T8N, R10E, City of Madison, Dane County, Wisconsin to-wit:

Commencing at the Southwest corner of said Section 26; thence N89°14'01"E, 79.56 feet along the South line of said SW1/4; thence N00°45'59"W, 54.00 feet to the North right-of-way line of Lein Road also being a point of curve and the point of beginning; thence Northwesterly along a curve to the right which has a radius of 25.00 feet and a chord which bears N45°12'19.5"W, 35.70 feet to a point on the Easterly right-of-way line of City View Road; thence N00°21'20"E, 1070.21 feet along said Easterly right-of-way line to a point of curve; thence Northeasterly along a curve to the right which has a radius of 25.00 feet and a chord which bears N44°47'40.5"E, 35.01 feet to a point on the South right-of-way line of Levitan Lane; thence N01°17'24"E, 60.04 feet to a point on the North right-of-way line of said Levitan Lane also being a point of curve; thence Northwesterly along a curve to the right which has a radius of 25.00 feet and a chord which bears N45°12'19"W, 35.70 feet to a point on the Easterly right-of-way line of said City View Road; thence N00°21'20"E, 245.68 feet along said Easterly right-of-way line to a point of curve; thence Northerly along a curve to the left which has a radius of 680.00 feet and a chord which bears N07°07'19"W, 176.99 feet along said Easterly right-of-way line to a point of reverse curve; thence Northeasterly along a curve to the right which has a radius of 25.00 feet and a chord which bears N28°02'27.5"E, 33.87 feet to a point on the South right-of-way line of Golden Dusk Parkway; thence N19°19'06"W, 66.00 feet to a point on the North right-of-way line of said Golden Dusk Parkway also being a point of curve; thence Westerly along a curve to the right which has a radius of 25.00 feet and a chord which bears N80°57'01.5"W, 23.76 feet; thence N00°21'20"E, 381.02 feet to a point on the Southeasterly right-of-way line of a Wisconsin and Southern Railroad; thence N52°47'42"E, 482.21 feet along said Southeasterly right-of-way line to a point of curve; thence Northeasterly along a curve to the left which has a radius of 2914.93 feet and a chord which bears N44°21'14.5"E, 855.77 feet; thence N35°54'47"E, 2751.11 feet along said Southeasterly right-of-way line to a point on the Southerly right-of-way line of Burke Road; thence N89°33'55"E, 4.10 feet along said Southerly right-of-way line to a point of curve; thence Southeasterly along a curve to the right which has a radius of 25.00 feet and a chord which bears S44°59'16.5"E, 35.63 feet to a point on the West right-of-way line Felland Road; thence S00°27'32"W, 881.96 feet along said West right-of-way line to a point of curve; thence Southwesterly along a curve to the right which has a radius of 25.00 feet and a chord which bears S45°27'32"W, 35.36 feet to a point on the Northerly right-of-way line of Waterfall Way; thence N89°32'28"W, 139.77 feet along said Northerly right-of-way line to a point of curve; thence Southwesterly along the Northwesterly right-of-way line of said Waterfall Way on a curve to the left which has a radius of 261.00 feet and a chord which bears S64°16'52"W, 230.28 feet; thence S38°06'12"W, 104.21 feet along said Northwesterly right-of-way line to a point of curve; thence Southwesterly along the Westerly right-of-way line of said Waterfall Way on a curve to the left which has a radius of 486.00 feet and a chord which bears S18°10'54"W, 331.19 feet to a point on the Westerly right-of-way line of said Waterfall Way; thence S01°44'24"E, 524.17 feet along said Westerly right-of-way line to a point of curve; thence Southerly along said Westerly right-of-way line on a curve to the right which has a radius of 215.00 feet and a chord which bears S10°39'10"W, 92.28 feet; thence S23°02'44"W, 117.49 feet along said Westerly right-of-way line to a point of curve; thence Southerly along said Westerly right-of-way line on a curve to the left which has a radius of 228.00 feet and a chord which bears S08°44'38"E, 240.22 feet; thence S40°32'00"E, 125.52 feet along said Westerly right-of-way line to a point of curve; thence Southerly along a curve to the right which has a radius of 25.00 feet and a chord which bears S00°23'16.5"W, 32.75 feet to a point on the Northerly right-of-way line of Autumn Lake Parkway; thence S47°31'55"E, 87.42 feet to a point on the Southerly right-of-way line of Autumn Lake Parkway also being a point of curve; thence Easterly along said Southerly right-of-way line on a curve to the right which has a radius of 350.00 feet and a chord which bears N67°01'32"E, 278.38 feet; thence S89°32'28"E, 111.09 feet along said Southerly right-of-way line to a point of curve; thence Southeasterly along a curve to the right which has a radius of 25.00 feet and a chord which bears S44°32'28"E, 35.36 feet to a point on the Westerly right-of-way line of Felland Road; thence S00°27'32"W, 117.67 feet along said Westerly right-of-way line; thence N89°28'02"E, 41.01 feet to the Center of Section 26, T8N, R10E; thence N89°45'04"E, 41.00 feet along the North line of said SE1/4 to the Easterly right-of-way line of Felland Road; thence N89°45'04"E, 1276.86 feet along said North line; thence S00°28'19"W, 2591.45 feet to the Northerly right-of-way line of Lein Road; thence S89°44'34"W, 704.97 feet along said Northerly right-of-way line to a point of curve; thence Westerly along said Northerly right-of-way line on a curve to the right which has a radius of 2500.00 feet and a chord which bears N88°49'48.5"W, 124.52 feet; thence N87°24'11"W, 234.18

feet along said Northerly right-of-way line; thence N00°29'52"E, 61.23 feet; thence S89°44'34"W, 214.50 feet to the Easterly right-of-way line of Felland Road; thence N00°29'52"E, 215.81 feet along said Easterly right-of-way line to a point on the Southerly line of Lot 1, Certified Survey Map No. 3085; thence N89°44'12"E, 149.00 feet along said Southerly line to the Southeast corner of said Lot 1; thence N00°29'52"E, 165.00 feet along the Easterly line and to the Northeast corner of said Lot 1; thence S89°44'12"W, 149.00 feet along the Northerly line of said Lot 1 to the Easterly line of Felland Road; thence N00°29'52"E, 302.00 feet along said Easterly right-of-way line to a point of curve; thence Northeasterly along a curve to the right which has a radius of 25.00 feet and a chord which bears N45°29'52"E, 35.36 feet to a point of the Southerly right-of-way line of Woodbine Drive; thence S89°30'08"E, 66.33 feet along said Southerly right-of-way line to a point of curve; thence Southeasterly on said Southerly right-of-way line on a curve to the right which has a radius of 120.00 feet and a chord which bears S51°06'02"E, 149.08 feet; thence S12°41'56"E, 36.34 feet along said Southerly right-of-way line to a point of curve; thence Southeasterly along said Southerly right-of-way line on a curve to the left which has a radius of 180.00 feet and a chord which bears S40°09'27"E, 166.00 feet; thence S67°36'58"E, 87.79 feet along said Southerly right-of-way line; thence N22°23'02"E, 60.00 feet to the Northerly right-of-way line of Woodbine Drive; thence N67°36'58"W, 87.79 feet along said Northerly right-of-way line to a point of curve; thence Northwesterly along said Northerly right-of-way line on a curve to the right which has a radius of 120.00 feet and a chord which bears N40°09'27"W, 110.67 feet; thence N12°41'56"W, 36.34 feet along said Northerly right-of-way line to a point of curve; thence Northwesterly along said Northerly right-of-way line on a curve to the left which has a radius of 180.00 feet and a chord which bears N51°06'02"W, 223.62 feet; thence N89°30'08"W, 66.33 feet along said Northerly right-of-way line to a point of curve; thence Northwesterly along a curve to the right which has a radius of 25.00 feet and a chord which bears N44°30'08"W, 35.36 feet to the Easterly right-of-way line of Felland Road; thence N00°29'52"E, 351.50 feet along said Easterly right-of-way line to a point of curve; thence Northeasterly along a curve to the right which has a radius of 25.00 feet and a chord which bears N45°29'51"E, 35.36 feet to the Southerly right-of-way line of Tranquility Trail; thence S89°30'08"E, 39.05 feet along said Southerly right-of-way line to a point of curve; thence Easterly along said Southerly right-of-way line on a curve to the right which has a radius of 113.00 feet and a chord which bears S69°36'36"E, 76.90 feet; thence S49°42'56"E, 114.50 feet along said Southerly right-of-way line to a point of curve; thence Easterly along said Southerly right-of-way line on a curve to the left which has a radius of 187.00 feet and a chord which bears N73°08'09"E, 314.19 feet; thence N15°59'14"E, 63.42 feet along said Southerly right-of-way line to a point of curve; thence Northeasterly along said Southerly right-of-way line on a curve to the right which has a radius of 293.00 feet and a chord which bears N42°33'02"E, 262.05 feet; thence N69°06'50"E, 53.48 feet along said Southerly right-of-way line to a point of curve; thence Easterly along said Southerly right-of-way line on a curve to the right which has a radius of 303.00 feet and a chord which bears N86°49'40"E, 184.38 feet; thence S75°27'30"E, 71.77 feet along said Southerly right-of-way line to a point of curve; thence Easterly along said Southerly right-of-way line on a curve to the left which has a radius of 522.00 feet and a chord which bears S82°29'36"E, 127.86 feet; thence S89°31'41"E, 130.23 feet along said Southerly right-of-way line; thence N00°28'19"E, 70.00 feet to the Northerly right-of-way line of Tranquility Trail; thence N89°31'41"W, 130.23 feet along said Northerly right-of-way line to a point of curve; thence Westerly along said Northerly right-of-way on a curve to the right which has a radius of 452.00 feet and a chord which bears N82°29'36"W, 110.72 feet; thence N75°27'30"W, 71.77 feet along said Northerly right-of-way to a point of curve; thence Westerly along said Northerly right-of-way on a curve to the left which has a radius of 373.00 feet and a chord which bears S86°49'40"W, 226.98 feet; thence S69°06'50"W, 53.48 feet along said Northerly right-of-way line to a point of curve; thence Southwesterly along said Northerly right-of-way line on a curve to the left which has a radius of 363.00 feet and a chord which bears S42°33'02"W, 324.66 feet; thence S15°59'14"W, 63.42 feet along said Northerly right-of-way line to a point of curve; thence Westerly along said Northerly right-of-way on a curve to the right which has a radius of 117.00 feet and a chord which bears S73°08'09"W, 196.58 feet; thence N49°42'56"W, 114.50 feet along said Northerly right-of-way line to a point of curve; thence Northwesterly along said Northerly right-of-way line on a curve to the left which has a radius of 183.00 feet and a chord which bears N69°36'32"W, 124.54 feet; thence N89°30'08"W, 39.05 feet along said Northerly right-of-way line to a point of curve; thence Northwesterly along a curve to the right which has a radius of 25.00 feet and a chord which bears N44°30'08"W, 35.36 feet to the Easterly right-of-way line of Felland Road; thence N00°29'52"E, 739.47 feet along said Easterly right-of-way line; thence N88°18'52"E, 176.97 feet; thence N00°29'52"E, 140.00 feet; thence S88°18'52"W, 176.97 feet to the Easterly right-of-way line of Felland Road; thence N00°29'52"E, 371.85 feet along said Easterly right-of-way line to the North line of said SE1/4; thence S89°45'04"W, 41.00 feet along said North line to the Center of Section 26, T8N, R10E; thence S89°28'02"W, 41.01 feet to the Westerly right-of-way line of Felland Road; thence S00°29'52"W, 1540.91 feet along said Westerly right-of-way; thence N89°30'08"W, 223.00 feet; thence S00°29'52"W, 94.00;

thence S03°35'40"E, 378.40 feet; thence S00°29'52"W, 165.00 feet to the Northerly right-of-way line of Wynter Lane; thence N89°48'43"W, 86.92 feet along said Northerly right-of-way line; thence N00°29'52"E, 150.00 feet; thence N89°48'43"W, 150.00 feet; thence S00°29'52"W, 150.00 feet to the Northerly right-of-way line of Wynter Lane also being a point of curve; thence Northwesterly along said Northerly right-of-way line along a curve to the right which has a radius of 30.00 feet and a chord which bears N56°38'0"W, 32.83 feet to a point of reverse curve; thence Southwesterly along the said Northerly right-of-way line on a curve to the left which has a radius of 60.00 feet and a chord which bears S65°31'39"W, 119.98 feet; thence S40°26'17"W, 44.43 feet to the Southwest corner of Wynter Lane; thence N89°48'43"W, 20.00 feet; thence S40°06'15"W, 128.50 feet; thence S49°55'16"E, 95.80 feet; thence S89°48'43"E, 130.00 feet to the West line of Lot 1, Certified Survey Map No. 2239; thence S00°11'17"E, 21.50 feet along said West line to the Southwest corner of said Lot 1; thence S89°48'43"E, 495.62 feet along the South line of Lots 1, 2, and 3, Certified Survey Map No. 2239 to the Westerly right-of-way line of Felland Road; thence S00°29'52"W, 122.55 feet along said Westerly right-of-way line to a point of curve; thence Southwesterly along a curve to the right which has a radius of 25.00 feet and a chord which bears S44°51'56"W, 34.96 feet to the Northerly right-of-way line of Lein Road; thence S89°14'01"W, 110.09 feet along said Northerly right-of-way line to a point of curve; thence Westerly along said Northerly right-of-way line on curve to the left which has a radius of 2500.00 feet and a chord which bears S87°57'36"W, 115.94 feet; thence S86°41'11"W, 358.96 feet along said Northerly right-of-way line to a point of curve; thence Westerly along said Northerly right-of-way line on a curve to the right which has a radius of 2500.00 feet and a chord which bears S87°57'36"W, 111.13 feet; thence S89°14'01"W, 30.23 feet along said Northerly right-of-way line; thence N00°45'59"W, 164.00 feet; thence S89°14'01"W, 36.50 feet; thence S38°55'23"W, 213.12 feet to the Northerly right-of-way line of Lein Road; thence S89°14'01"W, 532.64 feet along said Northerly right-of-way line to a point of curve; thence Northwesterly along a curve to the right which has a radius of 25.00 feet and a chord which bears N45°45'59"W, 35.36 feet to the Easterly right-of-way line of Autumn Lake Parkway; thence N00°45'59"W, 1167.92 feet along said Easterly right-of-way line to a point of curve; thence Northerly along said Easterly right-of-way line on a curve to the right which has a radius of 355.00 feet and a chord which bears N27°24'07"E, 335.17 feet; thence N55°34'13"E, 765.50 feet along said Easterly right-of-way line to a point of curve; thence Northerly along said Easterly right-of-way line on a curve to the left which has a radius of 462.00 feet and a chord which bears N34°15'02.5"E, 335.94 feet; thence N12°55'52"E, 290.10 feet along said Easterly right-of-way line to a point of curve; thence Northerly along said Easterly right-of-way line on a curve to the right which has a radius of 350.00 feet and a chord which bears N28°15'42"E, 185.07 feet; thence N47°31'55"W, 87.42 feet to the Westerly right-of-way line of Autumn Lake Parkway also being a point of curve; thence Southwesterly along said Westerly right-of-way line on a curve to the left which has a radius of 440.00 feet and a chord which bears S27°07'12"W, 215.71 feet; thence S12°55'52"W, 302.55 feet along said Westerly right-of-way line to a point of curve; thence Southwesterly along said Westerly right-of-way line on a curve to the right-of-way which has a radius of 382.00 feet and a chord which bears S34°15'02.5"W, 277.77 feet; thence S55°34'13"W, 784.18 feet along said Westerly right-of-way line to a point of curve; thence Southwesterly along said Westerly right-of-way line on a curve to the left which has a radius of 445.00 feet and a chord which bears S48°22'00"W, 111.60 feet to a point of reverse curve; thence Westerly along a curve to the right which has a radius of 25.00 feet and a chord which bears S81°58'12.5"W, 32.68 feet to the Northerly right-of-way line of Golden Dusk Parkway; thence N57°13'22"W, 349.41 feet along said Northerly right-of-way line to a point of curve; thence Westerly along said Northerly right-of-way line on a curve to the left which has a radius of 633.00 feet and a chord which bears N64°53'04"W, 168.79 feet to a point of reverse curve; thence Northerly along a curve to the right which has a radius of 25.00 feet and a chord which bears N29°32'15"W, 20.46 feet to the Easterly right-of-way line of Waters Edge Trail; thence N13°28'18"E, 33.89 feet along said Easterly right-of-way line to a point of curve; thence Northerly along said Easterly right-of-way line on a curve to the left which has a radius of 180.00 feet and a chord which bears N06°08'01"E, 45.98 feet; thence N01°12'16"W, 96.14 feet along said Easterly right-of-way line to a point of curve; thence Northerly along said Easterly right-of-way line on a curve to the right which has a radius of 180.00 feet and a chord which bears N21°56'21"E, 141.49 feet; thence N45°04'58"E, 100.90 feet to a point of curve; thence Northerly along said Easterly right-of-way line on a curve to the left which has a radius of 235.00 feet and a chord which bears N44°58'39.5"E, 0.86 feet to a point of reverse curve; thence Easterly along a curve to the right which has a radius of 15.00 feet and a chord of N85°16'08.5"E, 19.44 feet to the Westerly right-of-way line of Madison Iris Circle; thence S54°20'04"E, 83.75 feet along said Westerly right-of-way line to a point of curve; thence Southerly along said Westerly right-of-way lines on a curve to the right which has a radius of 100.00 feet a chord of S15°51'52"E, 124.42 feet thence S22°36'20"W, 45.69 feet along said Westerly right-of-way line to a point of curve; thence Southerly along said Westerly right of way line on a curve to the left which has a radius of 150.00 feet and a chord which bears S07°29'43.5"E, 150.46 feet to a point of reverse

curve; thence Easterly along said Westerly right-of-way line on a curve to the right which has a radius of 95.00 feet and a chord which bears S24°08'00"E, 44.24 feet to a point of reverse curve; thence Easterly on a curve to the left which has a radius of 57.00 feet and a chord which bears N38°49'26.5"E, 86.58 feet to a point on the Easterly right-of-way line of Madison Iris Circle also being a point of reverse curve; thence Northerly along said Easterly right-of-way line on a curve to the right which has a radius of 50.00 feet and a chord which bears N54°11'42.5"W, 60.86 feet to a point of compound curvature; thence Northerly along said Easterly right-of-way line on a curve to the right which has a radius of 100.00 feet and a chord which bears N02°56'54.5"E, 67.28 feet; thence N22°36'20"E, 45.69 feet along said Easterly right-of-way line to a point of curve; thence Northerly along said Easterly right-of-way line on a curve to the left which has a radius of 150.00 feet and a chord which bears N15°51'51"W, 186.63 feet; thence N54°20'04"W, 83.75 feet along said Easterly right-of-way line to a point of curve; thence Northerly along a curve to the right which has a radius of 15.00 feet and a chord which bears N13°56'16.5"W, 19.44 feet to a point on the Easterly right-of-way line of Waters Edge Trail also being a point of reverse curve; thence Northerly along said Easterly right-of-way line on a curve to the left which has a radius of 235.00 feet and a chord which bears N18°14'08.5"E, 67.22 feet; thence N10°00'46"E, 61.72 feet along said Easterly right-of-way line to a point of curve; thence Northerly along said Easterly right-of-way line on a curve to the left which has a radius of 230.00 feet and a chord which bears N01°43'42.5"E, 66.28 feet to a point of reverse curve; Northerly along said Easterly right-of-way line on a curve to the right which has a radius of 15.00 feet and a chord which bears N28°00'57.5"E, 17.02 feet; thence N62°35'16"E, 74.18 feet along said Easterly right-of-way line to a point of curve; thence Northerly along said Easterly right-of-way line on a curve to the left which has a radius of 56.00 feet and a chord which bears N18°50'23.5"W, 110.75 feet; thence S79°43'57"W, 42.58 feet along said Easterly right-of-way line to a point of curve; thence Northwesterly along a curve to the right which has a radius of 15.00 feet and a chord which bears N53°57'48.5"W, 21.69 feet along said Easterly right-of-way line; thence N07°39'34"W, 17.13 feet along said Easterly right-of-way line to a point of curve; thence Northerly along said Easterly right-of-way line on a curve to the right which has a radius of 140.00 feet and a chord which bears N38°11'34"E, 287.02 feet; thence N05°57'18"W, 60.00 feet to the Westerly right-of-way line of Waters Edge Trail also being a point of curve; thence Southerly along said Westerly right-of-way line on a curve to the left which has a radius of 200.00 feet and a chord which bears S38°11'34"W, 200.91 feet; thence S07°39'34"E, 173.29 feet along said Westerly right-of-way line to a point of curve; thence Southerly along said Westerly right-of-way line on a curve to the right which has a radius of 170.00 feet and a chord which bears S01°10'36"W, 52.23 feet; thence S10°00'46"W, 61.72 feet along said Westerly right-of-way line to a point of curve; thence Southerly along said Westerly right-of-way line on a curve to the right which has a radius of 175.00 feet and a chord which bears S27°32'52"W, 105.45 feet; thence S45°04'58"W, 100.90 feet along said Westerly right-of-way line to a point of curve; thence Southerly along said Westerly right-of-way line on a curve to the left which has a radius of 240.00 feet and a chord which bears S21°56'21"W, 188.66 feet; thence S01°12'16"E, 96.14 feet along said Westerly right-of-way line to a point of curve; thence Southerly along said Westerly right-of-way line on a curve to the right which has a radius of 120.00 feet and a chord which bears S06°08'01"W, 30.65 feet; thence S13°28'18"W, 33.89 feet along said Westerly right-of-way line to a point of curve; thence Southwesterly along a curve to the right which has a radius of 15.00 feet and a chord which bears S56°28'18"W, 20.46 feet to the Northerly right-of-way line of Golden Dusk Parkway also being a point of curve; thence Westerly along said Northerly right-of-way line on a curve to the left which has a radius of 633.00 feet and a chord which bears N85°49'46"W, 117.36 feet; thence S88°51'06"W, 159.20 feet along said Northerly right-of-way line to a point of curve; thence Westerly along said Northerly right-of-way line on a curve to the left which has a radius of 633.00 feet and a chord which bears S79°45'59.5"W, 199.90 feet; thence S70°40'53"W, 40.04 feet along said Northerly right-of-way line; thence S19°19'07"E, 66.00 feet to the Southerly right-of-way line of Golden Dusk Parkway; thence N70°40'53"E, 40.04 feet along said Southerly right-of-way line to a point of curve; thence Easterly along said Southerly right-of-way line on a curve to the right which has a radius of 567.00 feet and a chord which bears N79°45'59.5"E, 179.06 feet; thence N88°51'06"E, 159.20 feet along said Southerly right-of-way line to a point of curve; thence Easterly along said Southerly right-of-way line on a curve to the right which has a radius of 567.00 feet and a chord which bears S74°11'08"E, 330.84 feet; thence S57°13'22"E, 346.79 feet along said Southerly right-of-way line to a point of curve; thence Southeasterly along a curve to the right which has a radius of 25.00 feet and a chord which bears S15°07'13"E, 33.52 feet to the Westerly right-of-way line of Autumn Lake Parkway also being a point of reverse curve; thence Southerly along said Westerly right-of-way line on a curve to the left which has a radius of 445.00 feet and a chord which bears S13°06'28.5"W, 213.42 feet; thence S00°45'59"E, 194.24 feet along said Westerly right-of-way line to a point of curve; thence Southwesterly along a curve to the right which has a radius of 25.00 feet and a chord which bears S44°14'01"W, 35.36 feet to the Northerly right-of-way line of Levitan Lane; thence S89°14'01"W, 14.75 feet along said Northerly right-of-way line to a point

of curve; thence Westerly along said Northerly right-of-way line on a curve to the right which has a radius of 120.00 feet and a chord which bears N74°10'12.5"W, 68.55 feet; thence N57°34'26"W, 306.68 feet along said Northerly right-of-way line to a point of curve; thence Westerly along said Northerly right-of-way line on a curve to the left which has a radius of 230.00 feet and a chord which bears N74°10'12.5"W, 131.39 feet; thence S89°14'01"W, 425.58 feet along said Northerly right-of-way line; thence S01°17'24"W, 60.05 feet to the Southerly right-of-way line of Levitan Lane, thence N89°14'01"E, 427.73 feet along said Southerly right-of-way line to a point of curve; thence Easterly along said Southerly right-of-way line on a curve to the right which has a radius of 170.00 feet and a chord which bears S74°10'12.5"E, 97.11 feet; thence S57°34'26"E, 306.68 feet along said Southerly right-of-way line to a point of curve; thence Easterly along said Southerly right-of-way line on a curve to the left which has a radius of 180.00 feet and a chord which bears S74°10'12.5"E, 102.83 feet; thence N89°14'01"E, 14.75 feet along said Southerly right-of-way line to a point of curve; thence Southeasterly along a curve to the right which has a radius of 25.00 feet and a chord which bears S45°45'59"E, 35.36 feet to the Westerly right-of-way line of Autumn Lake Parkway; thence S00°45'59"E, 845.00 feet along said Westerly right-of-way line to a point of curve; thence Southwesterly along a curve to the right which has a radius of 25.00 feet and a chord which bears S44°14'01"W, 35.36 feet to the Northerly right-of-way line of Lein Road; thence S89°14'01"W, 911.69 feet to the point of beginning.

LANDS TO BE ZONED TR-C3

LEGAL DESCRIPTION

Lots 374-518, Outlots 30-37, 39, Village of Autumn Lake, located in the NW1/4 and the SW1/4 of the SE1/4 of Section 26, T8N, R10E, City of Madison, Dane County Wisconsin to-wit:

Commencing at the South 1/4 corner of said Section 26; thence N00°29'52"E, 511.35 feet along the West line of said SW1/4; thence S89°30'08"E, 41.00 feet to the point of beginning; thence N00°29'52"E, 1623.00 feet; thence N88°18'52"E, 176.97 feet; thence N00°29'52"E, 140.00 feet; thence S88°18'52"W, 176.97 feet; thence N00°29'52"E, 371.85 feet; thence N89°45'04"E, 1276.86 feet; thence S00°28'19"W, 2591.45 feet; thence S89°44'34"W, 245.23 feet; thence N62°16'07"W, 80.05 feet; thence N82°43'04"W, 37.30 feet; thence N68°35'46"W, 155.11 feet; thence N44°33'43"W, 125.95 feet; thence S88°23'45"W, 13.76 feet; thence S77°23'39"W, 119.79 feet; thence S70°43'51"W, 57.42 feet; thence S81°34'58"W, 94.94 feet; thence N72°06'54"W, 137.40 feet; thence N27°30'06"W, 94.73 feet; thence N40°11'20"W, 22.03 feet; thence N70°32'05"W, 77.46 feet; thence N00°29'52"E, 155.03 feet; thence S89°44'12"W, 149.00 feet to the point of beginning.

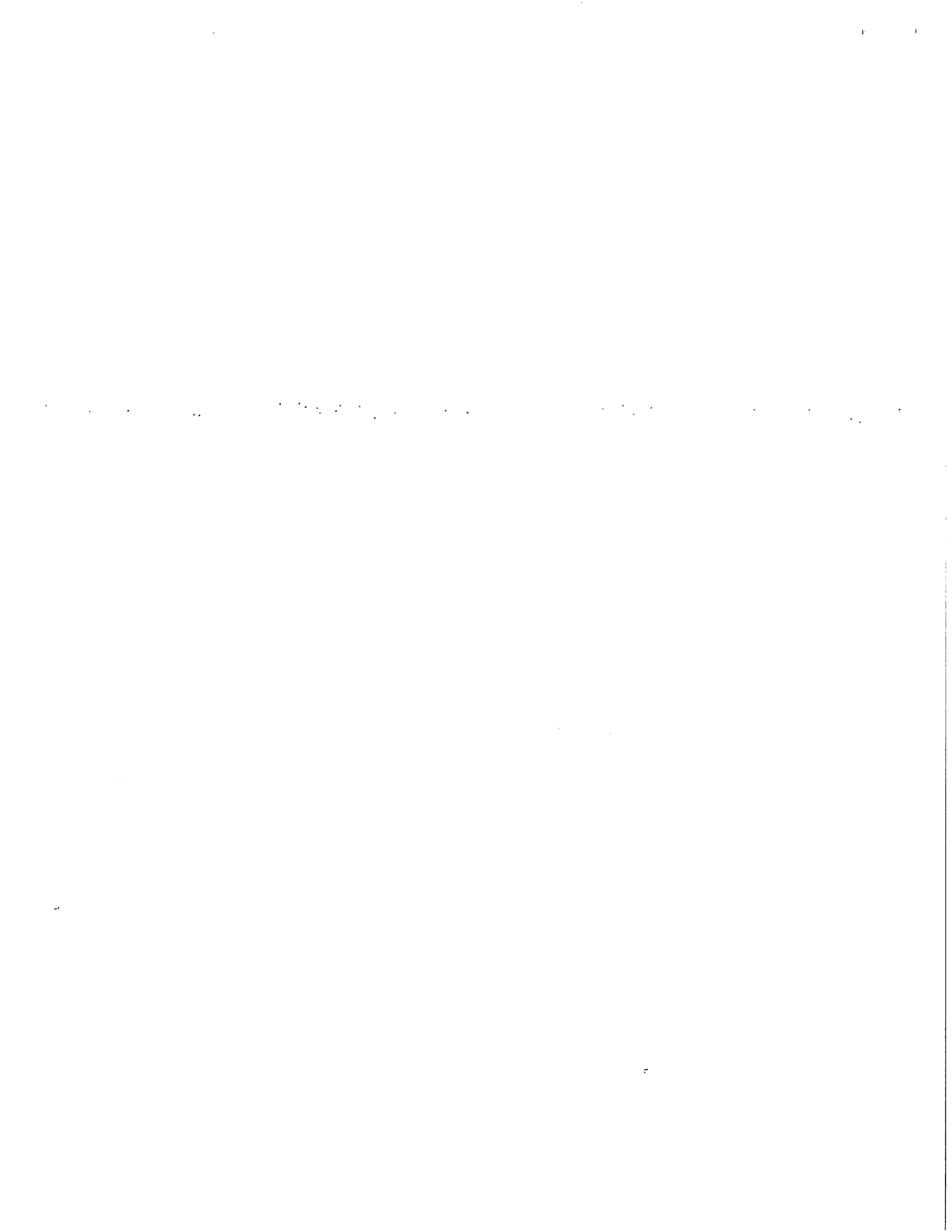
LANDS TO BE ZONED TR-P

LEGAL DESCRIPTION

Lots 1-373, 519, Outlots 1 -15, 18-29, 38, Village of Autumn Lake, located in the NE1/4, SW1/4, SE1/4 of the NW1/4, the NW1/4, NE1/4, SW1/4, SE1/4 of the SW1/4 and in the SW1/4 of the SE1/4 of Section 26, T8N, R10E, City of Madison, Dane County Wisconsin to-wit:

Commencing at the Southwest corner of said Section 26; thence N89°14'01"E, 79.56 feet along the South line of said SW1/4; thence N00°45'59"W, 54.00 feet to a point of curve also being the point of beginning; thence Northwesterly along a curve right which has a radius of 25.00 feet and a chord which bears N45°12'20"W, 35.70 feet; thence N00°21'20"E, 1070.21 feet to a point of curve; thence Northeasterly along a curve to the right which has a radius of 25.00 feet which has a chord which bears N44°47'41"E, 35.01 feet; thence N01°17'24"E, 60.04 feet to a point of curve; thence Northwesterly along a curve to the right which has a radius of 25.00 feet and a chord which bears N45°12'19"W, 35.70 feet; thence N00°21'20"E, 245.68 feet to a point of curve; thence Northerly along a curve to the left which has a radius 680.00 feet and a chord which bears N07°07'19"W, 176.99 feet to a point of curve; thence Northeasterly along a curve to the right which has a radius of 25.00 feet and a chord which bears chord N28°02'27"E, 33.87 feet; thence N19°19'06"W, 66.00 feet to a point of curve; thence Northwesterly along a curve to the right which has a radius 25.00 feet and a chord which bears N80°57'01"W, 23.76 feet; thence N00°21'20"E, 381.02 feet; thence N52°47'42"E 482.21 feet to a point of curve; thence Northeasterly along a curve to the left which has a radius of 2914.93 feet and a chord which bears N44°21'15"E, 855.77 feet; thence N35°54'47"E, 2751.11 feet; thence N89°33'55"E, 4.10 feet to a

point of curve; thence Southeasterly along a curve to the right which has a radius of 25.00 feet and a chord which bears S44°59'17"E, 35.63 feet; thence S00°27'32"W, 881.96 feet to a point of curve; thence Southwesterly along a curve to the right which has a radius of 25.00 feet and a chord which bears S45°27'32"W, 35.36 feet; thence N89°32'28"W, 139.77 feet to a point of curve; thence Southwesterly along a curve left which has a radius of 261.00 feet and a chord which bears S64°16'52"W, 230.28 feet; thence S38°06'12"W, 104.21 feet to a point of curve; thence Southwesterly along a curve to the left which has a radius 486.00 feet and a chord which bears S18°10'54"W, 331.19 feet; thence S01°44'24"E, 524.17 feet to a point of curve; thence Southerly along a curve to the right which has a radius 215.00 feet and a chord which bears S10°39'10"W, 92.28 feet; thence S23°02'44"W, 117.49 feet to a point of curve; thence Southwesterly along a curve to the left which has a radius of 228.00 feet and a chord which bears S08°44'38"E, 240.22 feet; thence S40°32'00"E, 125.52 feet to a point of curve; thence Southerly along a curve to the right which has a radius of 25.00 feet and a chord which bears S0°23'17"W, 32.75 feet; thence S47°31'55"E, 87.42 feet to a point of curve; thence Northeasterly along a curve to the right which has a radius of 350.00 feet and a chord which bears N67°01'32"E, 278.38 feet; thence S89°32'28"E, 111.09 feet to a point of curve; thence Southeasterly along a curve to the right which has a radius of 25.00 feet and a chord which bears S44°32'28"E, 35.36 feet; thence S00°27'32"W, 117.67 feet; thence S00°29'52"W, 1540.91 feet; thence N89°30'08"W, 223.00 feet; thence S0°29'51"W, 94.00 feet; thence S03°35'40"E, 378.40 feet; thence S00°29'52"W, 165.00 feet; thence N89°48'43"W, 86.92 feet; thence N00°29'52"E, 150.00 feet; thence N89°48'43"W, 150.00 feet; thence S00°29'52"W, 150.00 feet to a point of curve; thence Northwesterly along a curve to the right which has a radius of 30.00 feet and a chord which bears N56°38'07"W, 32.83 feet to a point of curve; thence Westerly along a curve to the left which has a radius of 60.00 feet and a chord which bears S65°31'39"W, 119.98 feet; thence S40°26'17"W, 44.43 feet; thence N89°48'43"W, 20.00 feet; thence S40°06'15"W, 128.50 feet; thence S49°55'16"E, 95.80 feet; thence S89°48'43"E, 130.00 feet; thence S00°11'17"E, 21.50 feet; thence S89°48'43"E, 577.62 feet; thence N0°29'52"E, 124.78 feet; thence N89°44'12"E, 149.00 feet; thence N0°29'52"E, 9.97 feet; thence S70°32'05"E, 77.46 feet; thence S40°11'20"E, 22.03 feet; thence S27°30'06"E, 94.73 feet; thence S72°06'54"E, 137.40 feet; thence N81°34'58"E, 94.94 feet; thence N70°43'51"E, 57.42 feet; thence N77°23'39"E, 119.79 feet; thence N88°23'45"E, 13.76 feet; thence S44°33'43"E, 125.95 feet; thence S68°35'46"E, 155.11 feet; thence S82°43'04"E, 37.30 feet; thence S62°16'07"E, 80.05 feet; thence S89°44'34"W, 459.73 feet; thence Westerly along a curve to the right which has a radius of 2500.00 feet and a chord which bears N88°49'49"W, 124.52 feet; thence N87°24'11"W, 234.18 feet; thence N0°29'52"E, 61.23 feet; thence S89°44'34"W, 214.50 feet; thence N0°29'52"E, 91.03 feet; thence N89°48'43"W, 82.00 feet; thence S00°29'52"W, 122.55 feet; thence Southwesterly along a curve to the right which has a radius of 25.00 feet and a chord which bears S44°51'56"W, 34.96 feet; thence S89°14'01"W, 110.09 feet; thence Westerly along a curve to the left which has a radius 2500.00 feet and a chord which bears S87°57'36"W, 115.94 feet; thence S86°41'11"W, 358.96 feet; thence Westerly along a curve to the right which has a radius of 2500.00 feet and a chord which bear S87°57'36"W, 111.13 feet; thence S89°14'01"W, 30.23 feet; thence N00°45'59"W, 164.00 feet; thence S89°14'01"W, 36.50 feet; thence S38°55'23"W, 213.12 feet; thence S89°14'01"W, 1594.33 feet to the point of beginning.



Document No.

**THE VILLAGE AT AUTUMN LAKE
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

CITY OF MADISON, DANE COUNTY, WI.

Drafted by and return to:
Jeff Rosenberg
Veridian Homes
6801 South Towne Drive
Madison, WI 53713

PREAMBLE

See Exhibit "B"
(Parcel Identification Numbers)

This Declaration of Protective Covenants, Conditions and Restrictions (the "**Declaration**") made this _ day of _____, 2015, by MREC VH Madison Investors, LLC, a Wisconsin Limited Liability Company (collectively, hereinafter referred to as the "**Declarant**") and/or their successors and assigns.

WHEREAS, Declarant is the owner of real property legally described as the plat of The Village at Autumn Lake (the "**Plat**") located in the City of Madison, Dane County, Wisconsin, more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

WHEREAS, Declarant desires to provide for the maintenance and enhancement of property values and amenities in said Development, and for the preservation of the properties and improvements thereon, as well as, for the preservation of said Development's distinctive style, and to prevent the erection, or maintenance of poorly designed or constructed improvements; and

WHEREAS, to the above end, Declarant desires to subject said real property, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has thought it desirable for the efficient maintenance and preservation of the values of said Development to create an Association to which should be delegated and assigned the powers of owning, maintaining and administering the Common Property and facilities, as set forth below, and administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges as hereinafter or in the future created or established, and promoting the health, welfare and recreation of the Development's residents. Declarant will incorporate The Village at Autumn Lake Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "**Association**") for such purposes;

NOW, THEREFORE, the Declarant declares that the real property Lots _____, Outlots _____ and public and/or private alleyways legally described and depicted in Exhibit "A", attached hereto and incorporated herein by reference, will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

PART A
ASSOCIATION MATTERS

A-1) Definitions.

A) "Association" shall mean and refer to as The Village at Autumn Lake Homeowners Association, Inc., and its successors and assigns.

B) "Common Property" includes all those areas located in the Development which are not contained within a Lot and which are intended for common use or are necessary or convenient to the existence, maintenance or safety of the Development. Common Property may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Declaration, and all improvements located on said property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include all public or private alleys (if any), accessways, traffic calming measures, plantings, landscaping islands or boulevards, which the City of Madison is not obligated to maintain. Declarant may, by subsequent amendment or easement, designate parts of certain private lands within the Development as Common Property, rendering the Association responsible for maintenance thereof, without subjecting the same to the ownership provisions contained in Section A-3, below.

C) "Declarant" shall mean and refer to MREC VH Madison Investors, LLC; a Wisconsin Limited Liability Company and/or their successors and assigns.

D) "Lot" shall mean and refer to the lands described as The Village at Autumn Lake as described and depicted in Exhibit "A", now owned by Declarant, but which Declarant in the future intends to convey to purchasers who shall thereupon become members of the Association. The term "Property" or "Properties" shall be synonymous with the term Lot.

E) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the Properties described in Exhibit "A". A purchaser of any of said Properties by land contract shall be referred to as "Owner" instead of the land contract vendor.

F) "Occupant" shall mean and refer to the occupant of any of the Properties who shall either be an Owner or a lessee who holds a written lease having an initial term of twelve months or more.

G) "Subdivision" shall refer to the lands described in Exhibit "A". The term "Subdivision" is synonymous with the term "Development".

A-2) Membership and Voting Rights.

A) **Members.** Declarant will incorporate the Association. Each Owner of a Lot shall automatically become a member of the Association. By acceptance of the Deed or other instrument of conveyance, the Owner(s) of each Lot consent to such Owner's membership in the Association whether or not specified on the deed to the Owner. Membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. The Association shall have authority to manage the Common Property. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be members of the Association. Tenants of Properties who are not Owners shall not be members of the Association. To the extent that Declarant owns any Lot, Declarant shall be a member of the Association until such ownership terminates.

B) Voting Rights.

1) Each member shall be entitled to one vote for each Lot owned except as set forth in A-2(B) (2) below.

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

C) **Proxies.** Any Member may vote by proxy. All proxies shall be in writing and signed by the Owner or in cases where there is more than one Owner, by all Owners of the Lot.

D) **Articles of Incorporation and By-Laws.** The purposes and powers of the Association and the rights and obligations with respect to the members thereof, shall be governed by the Articles of Incorporation and By-Laws of the Association; provided, however, that such Articles of Incorporation and By-Laws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration.

E) **First Year's Operating Expenses.** Commencing on the date established for the payment of assessments under Section A-4(B)(1), Declarant shall pay to the Association an amount equal to the estimated operating expenses of the Association for a period of one (1) year, less assessments on Lots owned by Declarant actually paid to the Association for the one (1) year period of time. Said payment may shall be made in a lump sum or in twelve (12) monthly installments, at Declarant's option. Prior to said date, Declarant shall be solely responsible for payment of all maintenance expenses.

A-3) Description.

A) **Responsibility for Assessments.** At the present time, the Declaration is applicable to all Lots located in the Development. Declarant shall turn over to the Association, at the time control is turned over to the Members, any surplus received by the Association of income over expenses. The following table describes the number of assessment units (an "Assessment Unit"), which are assigned to various Lots in the Development based upon their intended use at the present time. The number of Assessment Units for a particular Lot will be divided by the total number of Assessment Units in the Development to arrive at a particular Lot's percentage share ("**Percentage Interest**") of assessments for common area maintenance and other expenses, which the Association is permitted to assess to members under the Declaration. The Declarant shall be responsible for payment of assessments attributable to all Lots owned by Declarant, whether in a phase of the Development that has been developed, is currently being developed, or will be developed in the future. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit. With respect to multi-family residential apartments, duplex homes and townhouses, each apartment, duplex unit or townhouse unit, shall be considered a Dwelling Unit. By way of example and not limitation, if a townhouse has six separate apartments, each such apartment shall be considered a Dwelling Unit and each such apartment shall be assigned one Assessment Unit. With respect to condominiums, each individual condominium unit shall be considered a Dwelling Unit.

<u>Use</u>	<u>Number of Assessment Units</u>
1) Single Family:	One (1) per Dwelling Unit.
2) Multi-Family Residential Apartments	Seventy-five/100ths (.75) per Dwelling Unit.
3) Multi-Family Condominiums:	Seventy-five/100ths (.75) per Dwelling Unit.
4) Multi-Family Townhouse Homes:	One (1) per Dwelling Unit.

B) **Percentage Interest for Condemnation or Insurance Proceeds.** For the purposes of establishing an Owner's percentage of insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner in the Common Property.

C) **Conveyance, Lease or Encumbrance of Percentage Interest.** Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease for a period of time in excess of one (1) year (a "**Lease**") any Lot shall be deemed to include the Owner's Percentage Interest in the Common Property and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein. The conveyance, encumbrance or Lease of an Owner's Percentage Interest in the Common Property independent of the appurtenant Lot and the conveyance, encumbrance or Lease of an appurtenant Lot independent of the Owner's Percentage Interest in the Common Property shall be prohibited.

D) Ownership.

1) The Common Property shall be initially owned by the Declarant until conveyed as provided below.

2) At the time of purchase, legal title to a percentage interest in the Common Property shall be deemed conveyed with each lot to an Owner, whether or not specified on the deed to the Owner. Legal title to the percentage interest in the Common Property shall be deemed conveyed with any subsequent conveyance of a Lot whether or not specifically stated. Taxes, assessments or other charges on the Common Property may be divided according to each Owner's Percentage Interest by the taxing authority or may be an assessment by the Association against each of the Lots in an amount equal to the Percentage Interest attributable to such Lot.

3) The Common Property shall be conveyed to the Association by the Declarant. The Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned by the Association. General property taxes, assessments and other charges shall be prorated between the Declarant and the Association based on the date of conveyance by the Declarant to the Association.

E) Damage or Destruction of Common Property by Owner. In the event any Common Property is damaged or destroyed by an Owner or any of his guests, lessees, tenants, licensees, agents or member(s) of his family, including pets, said Owner does hereby irrevocably authorize the Association to repair said damage. The Association shall repair and restore any damaged area to its former condition. The amount necessary for said repair shall become a special assessment upon the Property of said Owner.

A-4) Maintenance of Common Property

A) Maintenance Requirements.

1) Responsible Party. Declarant shall initially provide for the care, operation, management, maintenance and repair of the Common Property, until the Common Property is conveyed as provided herein. After such time, the Association shall provide for the care, operation, management, maintenance and repair of the Common Property and shall keep the Common Property maintained in good and safe condition.

2) General Responsibilities. Maintenance shall include, but not be limited to, responsibility for landscaping and lawn care, trash removal in the alleyways, snow removal including shoveling with particular attention being paid to cross walk ramps and islands, improvements to common areas, upkeep of storm water management facilities which may include detention basins and drainage swales, common property lighting and/or other common property utility charges and any special street design features or traffic calming features.

3) Specific Responsibilities. Certain streets within the Property may include special traffic islands and traffic calming measures within the public right-of-way. The Association shall be responsible, at the Association's sole cost and expense, for the maintenance and upkeep of such physical traffic measures. Such maintenance and upkeep shall be performed at the discretion of the Association except to the extent required by the City of Madison, and shall include landscaping, snow and ice removal.

If the special street design features or landscaping are not maintained, the City of Madison will give notice to the Association that it is not being maintained. If the Association does not respond to the notice within sixty (60) days, the City may modify the physical traffic measures to minimize maintenance needs; including replacing landscaped surfaces with asphalt. The Association and persons involved with the maintenance and upkeep of the special traffic measures shall indemnify and hold harmless the City of Madison and its boards and commissions, and their officers, agents and employees from and against all claims, demands, loss or liability of any kind, type or description, related to the maintenance and upkeep of the special traffic measures.

4) In order to carry out its maintenance obligations, the Association may enter into a long-term contract (i.e., no less than ten (10) years) with a reputable property management company ("**Management Company**"), pursuant to which contract the Management Company shall assume the maintenance obligations of the Association as provided herein.

5) Any and all expenses incurred by the Management Company, on behalf of and pursuant to its contract with the Association, in connection with the management and maintenance of the Common Property and administration of the Association shall be deemed to be common expenses ("**Common Expenses**"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; trash removal in alleyways; improvements to the Common Property; common grounds security lighting; municipal utility services for Common Property enforcement of this Declaration (including attorneys' fees); and maintenance and management salaries and wages.

B) Assessments.

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments ("**General Assessments**") against each Lot beginning _____ 1, 2015 or the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to their Percentage Interests in the Common Property. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws (see Exhibit G). Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

2) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, may, whenever necessary or appropriate, levy special assessments ("**Special Assessments**") against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Association and/or the Management Company may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. Special Assessments shall be paid at such time and in such manner as the Association or the Management Company may determine. Any Special Assessment or installment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

3) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on such Lot. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of Ownership. The Association or the Management Company, on behalf of and pursuant to its contract with the

Association, may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lots. Any such foreclosure action may be brought at the Association election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association/Management Company securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

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

D) Joint and Several Liabilities of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a Property shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Property conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Declaration in excess of the amount therein set forth.

PART B
CONDITIONS, COVENANTS AND RESTRICTIONS

B-1) Applicability. The following provisions in this Part B shall apply to all Lots and Outlots, as described in Exhibit "A" and such other Lots or Outlots as may, in the future, be subjected to this Declaration, as the same may be amended from time to time, by Declarant in the sole exercise of Declarant's discretion.

B-2) Land Use And Building Type. Only the following designated uses for all private Lots and Outlot ____ shall be permitted. The remaining Outlots are dedicated to the City and uses are noted for informational purposes only.

A) Lot ____ shall be used as multifamily residential purposes.

B) Lots ____ shall be used for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling unit not to exceed two and one-half stories in height. Each dwelling unit shall have an attached or detached garage of a size to be approved by the Committee, as that term is defined below. The size of a dwelling unit to be constructed on specific Lots shall not be less than the minimum size to be established hereinafter.

C) Notwithstanding anything to the contrary contained herein Lots ____ may be used for single family residences, multi-family "Twin Homes" or condominium homes for residential purposes, commercial or rental purposes that may include multiple-story buildings either owner or non-owner

occupied. Each Owner, by accepting a deed to the Owner's Lot, shall be conclusively deemed to have consented to such uses and to have forever released any right to object to such uses.

D) Outlots _____ are Public Alleys as shown on the Plat and are to be conveyed to the City of Madison. The cost of the maintenance of the Public Alleys shall be the responsibility of the City of Madison.

E) Outlots _____ will be used as private open space to include parks, buffers and greenways, wooded slopes and gulleys, and shall be deemed a part of the Common Property of which the Association is obligated to maintain under Section (A) of the Declaration. The cost of maintenance of said Common Property shall be an assessment against all of the property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required.

F) Outlots _____ shall be deemed a part of the Common Property to be used for a lake (the lake will be open to the public). The Association shall be responsible for maintenance and the cost of which shall be an assessment against all the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required.

G) Outlot _____ shall be conveyed to the City of Madison for public park purposes (the park will be open to the public). The City of Madison shall be responsible for maintenance of the public park.

H) Uses, other than the uses set forth in this section B-2, shall not be permitted on the Lots or Outlots, as applicable, without the prior written approval of the Declarant and Committee (defined in Section B-3 below), as appropriate. After Declarant control of the Association has terminated, approval from the Association and the Committee shall be required.

I) Except as otherwise provided herein, no buildings, signs or other structures incidental to the use of any Outlot, which have been approved in advance by the Committee, may be constructed on any Outlot.

J) All rights-of-way noted on the Plat shall be dedicated as permanent public streets and rights-of-way and shall be improved in accordance with agreements entered into between the Declarant and the municipality in which the Development is located.

B-3) Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by a majority of the Architectural Control Committee (the "**Committee**") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. There shall be a variation in building elevations on adjacent Lots. Approval shall be as provided below.

B-4) Dwellings and Landscaping. The landscaping to be installed on all Lots must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points as set forth hereafter as described in Exhibit "C", attached hereto and incorporated herein by reference and further described in the Design Guidelines. The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference and further referenced in the Design Guidelines. The structure and the minimum landscaping requirements shall be completed within nine (9) months after

issuance of a building permit. Landscape installed by the Declarant may or may not meet the minimum number of required points. All driveways shall be of concrete and shall be installed within nine (9) months after substantial completion of the structure. No outbuilding or accessory building of any nature shall be erected on any Lot with the exception of detached garages approved by the Committee in advance of construction. No above-ground swimming pools shall be permitted. All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every fourteen (14) days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with the terms of Section A-4 (B)(2) above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

B-5) Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks, portable moving and storage containers, mini storage or on-site storage containers (collectively, without limitation by reason of enumeration "**Equipment**"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers, trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage

B-6) Construction On Adjoining Lots. Nothing contained herein shall be construed to prohibit the construction of a residential dwelling or private garage partially on one Lot and partially on an adjoining Lot without regard to side yards between adjoining Lots, provided that all such Lots are owned by the same person or persons.

B-7) Easements.

A) No structure, planting, or other materials shall be placed or permitted to remain within any easement of record (an "**Easement**") if any, which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water or the direction of such flow through the Easement or through such other drainage channels or swales that may have been created by the Plat or otherwise. The Easements located on each Lot and all improvements therein shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

B) Lots _____ within the Development are subject to a 100' right-of-way agreement with Wisconsin & Southern Railroad. All improvements to these lots are subject to approval by the railroad company. General guidelines are as follows:

- 1) No improvements within the right-of-way are permitted without the express written permission of the railroad company.
- 2) No structures shall encroach into the right-of-way.
- 3) No bushes, trees or shrubs shall be placed or allowed to grow within the right-of-way.
- 4) No fences may be installed within the right-of-way without express written permission of the railroad company.
- 5) No grade change may be made within the right-of-way without express written permission of the railroad company.
- 6) No equipment shall be allowed within the right-of-way.

C) The Intra-block drainage Easement shall be graded with the construction of each principal structure in accordance with the approved Stormwater Drainage Plan on file with the City Engineer and the Zoning Administration, as amended in accordance with the Madison General Ordinances.

D) Public utility easements five feet (5') wide (unless otherwise noted on the Plat). Utility easements as herein set forth on the Plat are for the use of public and private utilities having the right-of-way to serve the area.

E) All lots within this plat are subject to a non-exclusive easement for drainage purposes which shall be a minimum of five feet (5') in width measured from the property line to the interior of each lot except that the easement shall be ten feet (10') in width on the perimeter of the Plat. Easements shall not be required on the property lines shared with greenways or public streets.

B-8) Slope and Swale Areas.

A) The graded slopes and swales as established by Declarant shall remain as permanent. Within these slopes and swales, no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope and swale ratios, create erosion or sliding problems or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slopes and swales of each Lot and all improvements in them shall be maintained continuously by the Owner of a Lot, at the Owner's sole expense, except for those improvements for which a public authority or utility company is responsible.

B) In order to control run off, all down spouts and down spout extenders are to drain into a permeable area such as grass or a planting bed.

C) Declarant and the City of Madison have agreed to a certain Storm Water Management Plan. In the event of conflict between any plans and such Storm Water Management Plan, the Storm Water Management Plan shall control. Declarant and the Association shall each have the right to

enter upon any Lot at any time for the purpose of inspection, maintenance or correction of any drainage condition and the Lot Owner shall be responsible for the cost thereof.

D) Any disputes relating to drainage swales, drainage or other surface water issues, shall be resolved by the Board of Directors of the Association, which may seek the advice of the City Engineer of the City of Madison. The Association shall establish procedures by which such decisions can be heard by the Board of Directors and decided by said Board.

B-9) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Lots and/or improvements.

B-10) Rain Garden Areas. Rain Garden Areas shall be located as determined by the Declarant. After such time as the Declarant turns control of the Development over to the Association, the Association shall designate a Rain Garden Area. The Rain Garden Area may be used only for growing and cultivating designated plants and must be used for rain water run off from paved areas. Designated plants growing to an average of more than five (5') feet in height shall be prohibited and all designated plants in the Rain Garden Area must be kept trimmed to a height not to exceed five (5) feet in height. Such Rain Garden Areas will not have to be shown on the Plat. Rain gardens Areas reduce water pollution while beautifying the landscape. Rain gardens are "bio-Retention" systems, alternative stormwater management practices that use natural processes to increase the infiltration of rainwater into the ground and remove potentially harmful pollutants.

B-11) Rain Garden Maintenance. Declarant or Owner shall or may install a Rain Garden/Bio-Retention System in accordance with plans approved by City Engineer, if required by the City of Madison or at an Owner's election after approval by the Committee. Owner shall maintain records of installation, inspections, cleaning and any other maintenance all in accordance with Chapter 37 of the Madison General Ordinances. Visual Inspection of the Rain Garden/ Bio-Retention System shall be performed, at a minimum, annually. Maintenance shall be required when system shows standing water beyond 72 hours of rain event. Cleaning shall consist of removal of sediment, two (2) foot undercut, undercut replacement with material consisting of 1/3 topsoil, 1/3 compost and 1/3 sand and restoration in-kind. Restoration of plant material shall be by plugging, not seeding alone. Any alterations to approved Rain Garden/ Bio-Retention System shall be approved by City Engineer. Owner shall maintain records of inspections, cleaning and replacement of the Rain Garden all in accordance with Chapter 37 of the Madison General Ordinances.

B-12) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

B-13) Signs. No sign of any kind shall be displayed to the public view on any Lot except, one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent or signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant.

B-14) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be

placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

B-15) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot.

B-16) Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-17) Mailboxes and posts. Mailboxes and posts serving homes in the neighborhood, whether individual or multi-gang, will be provided by Declarant at Declarant's sole cost and expense. Damaged or missing mailboxes and post shall be replaced with a mailbox and post identical in all respects with that originally provided, at the sole cost and expense of the Owner(s). The location and placement of the mailboxes shall be at the sole discretion of the United States Postal Service.

B-18) Notices to Owners. The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in the Property:

A) Portions of the property have been approved for multi-family which may include apartments and/or condominiums. By acceptance of a deed to a Lot, Owners accept such uses and waive any objections to the same.

B) Public: Public Alleys (collectively, "Alleys") as shown on the Plat as Outlot _____. Said Alley will be dedicated to the City of Madison. The cost of the maintenance of the Alleys shall be the responsibility of the City of Madison. Certain Lots in the Development border Alleys, which are intended to serve as the access to such Lots. Restrictions on the Alleys are summarized as follows:

1) There will be no public trash, leaf or recycled material pick-up service in said Alleys, but instead, there will be one or more trash pick-up collection points designated by the Declarant to be used by Owners of a Lot bordering the Alleys in question. Trash pick-up may initially provided by the Association and charged as an expense of the Association, but such arrangement may be changed to provide for public or some other method of trash pick-up at a future time as determined by the Declarant or the Association. All trash receptacles to include recycling receptacles must be removed from the Alleys within 24 hours after trash or recycled material pick-up.

2) Mailboxes for homes located on the Alleys may be clustered at one end of the Alleys in question or clustered at various locations along the public street. Location and placement of the mailboxes is the sole discretion of the United States Postal Service.

3) Snow removal, repair and replacement of Alleys will be the responsibility of the City of Madison.

4) Homes with garage access to a public alley are required to have two (2) "coach" lights on each side of the garage door, which will be wired to a photo electric eye for automatic use from dusk to dawn. The lights have been pre-selected by Declarant. There are four (4) selections available. It is the Buyer's responsibility to maintain the lights so that they are always operational.

C) Plantings, flower beds, and entry signs (including utility installations connected therewith) constructed and installed by Declarant, if any, shall be deemed a part of the Common Area. The Association is obligated to maintain any entry feature; maintenance shall include electrical charges (if any), sign repair and maintenance of the landscaping including mowing of all lawns and grass areas. The cost of maintenance of said Common Property shall be an assessment against all of the Property in the subdivision in accordance with the Declaration, for so long as such maintenance is necessary or required adversely affects the natural flow of surface or underground waters within the area permitted.

B-19) Improvements Within Easements. Any improvements (for example, fences, dog kennels, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement and is subject to terms and conditions as set forth on the final plat.

B-20) Lake Preservation Requirements. The cooperation of all Owners with respect to day-to-day lawn care and household maintenance is essential to maintaining a healthy and vital Lake, free of pollution and algae to the greatest degree possible. Developer will provide to Owners one or more publications describing the best practices for yard and household maintenance. In addition, the following mandatory rules and regulations are hereby imposed upon all Owners and Lots within the Development.

A) Only phosphorous-free fertilizers may be used within the Development. A fertilizer mixture of 20-0-10 is an appropriate mixture. After fertilizing, Owners must sweep excess fertilizer falling on adjacent walks and driveways, back onto the lawn so that the excess fertilizer does not wash off of impervious surfaces and into the Lake. Fertilizer applications shall be limited to one application per lawn per year, and must be applied in the early fall, except for a one-time starter fertilizer application for initial lawn seeding purposes. The use of organic fertilizers such as Milorganite or synthetic fertilizers such as Nitroform, or their equivalents, is encouraged. Owners shall water their lawns after fertilizer application in order to move the fertilizer into the soil.

B) If an herbicide is used to kill weeds, the herbicide Rodeo, or an equivalent aquatic form of herbicide, may be used. Applications shall be limited to once per year and to the fall of the year only.

C) Grass clippings which are not mulched shall be bagged and properly disposed of in order to prevent clippings from being deposited into the Lake. Grass clippings deposited into the Lake will decay, releasing phosphorous, which increases algae growth, which in turn, blocks sunlight to oxygen-producing aquatic plants. Leaves which are left on the curb for pickup shall be placed into bags.

D) Any automobile oil leaks or other similar type of fluid leaks shall be immediately cleaned up with oil dry, kitty litter or other non-toxic equivalent, to prevent such materials from washing off into storm sewers, and, eventually, into the Lake.

E) All pet feces shall be immediately bagged and disposed of properly. Pet feces shall not be allowed to remain on lawns, terraces or other areas of the Development.

F) The washing of cars on driveways will not be permitted. Cars must be washed on a pervious surface, so that water does not run into the storm sewer and from there into the Lake.

The Developer, and after the Developer is no longer in control of the Development, the Association, may amend the foregoing rules or adopt additional rules and regulations, relating to the subject matter of this section.

PART C

ARCHITECTURAL CONTROL COMMITTEE

C-1) **Membership.** Declarant shall establish an Architectural Control Committee (the “Committee”) consisting of three (3) members. So long as Declarant has title to any Lot subject to this Declaration, the Committee shall be appointed by Declarant. After Declarant no longer has title to any Lot within the Development or at such earlier time as determined by the Declarant, the initial members of the Committee shall resign and the Association shall elect three (3) Owners to serve on the Committee. At any time, Declarant may elect to surrender the selection of the members of the Committee to the Association.

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

The Committee appointed hereunder shall serve for the time period specified in paragraph C-10, below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

C-2) **Architectural Control.** No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete Architectural Review Application (“Application”) in the form attached hereto as Exhibit “F”, plans, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such Application, plan specifications and plot plans as finally approved shall be deposited with the Committee.

C-3) **Plan Review.** The Committee shall review said Application, plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation. The Committee shall use the guidelines set forth in this Declaration as an aid in exercising its architectural control responsibilities hereunder, but nothing contained herein or therein shall limit the Committee’s discretion to grant variances from or make changes to, the guidelines, as they shall determine in the sole exercise of their discretion.

C-4) Procedure.

A) Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed Fifty and no/100 Dollars (\$50.00) for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to provide, in writing, approval or disapproval within thirty (30) days after application, plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied.

B) A submission will not be complete, and the thirty (30)-day approval time, as applicable, set forth above shall not commence until all documents required herein have been submitted. All such submissions shall be made to the Committee at the address set forth in this Declaration or to such other address that the Committee may designate.

C) The Committee shall have the sole right to reject any Application and plans which, in the judgment and sole opinion of a majority of its members are not in conformity with this Declaration; or are not desirable for aesthetic reasons; or are not in harmony with buildings located on the surrounding Lots; or are not in conformity with the general purposes of this Declaration.

D) The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

E) The Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as Common Property expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

C-5) Separate City Approval. Matters which require approval of the Committee may also require approval of the City of Madison. Obtaining approval from the Committee and the City of Madison is solely the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the City of Madison and approval by the City of Madison shall not be deemed approval by the Committee.

C-6) Records. Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address:

The Village at Autumn Lake Homeowners Association, Inc.
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713

C-7) Committee Liability. Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any Owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. The Committee is not responsible for ensuring that the application and plans submitted by an Owner are in compliance with applicable laws, rules, regulations, ordinances or customary and typical building practices. The Committee does not review plans for structural design.

C-8) Indemnification. Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Property expense. Nothing in this Section C-8 shall be deemed an indemnification of such person with respect to such person's status as an Owner, occupant or otherwise.

C-9) Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Declaration if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other houses in the development.

C-10) Successor to Committee. Declarant may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when Declarant no longer has any ownership interest in the Property. At such time as Declarant turns over Committee control, the Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder.

PART D **DESIGN GUIDELINES**

D-1) Single Family and Twin Home Dwelling Units.

A) Architectural Design and Housing Variety Guidelines.

1) **Variety Standards (see Exhibit H).** No two single-family detached dwellings of the same floor plan with the same architectural style of elevation or façade shall be constructed on any abutting lots or within 6 lots on either side of the street on which the dwellings front, or on any two lots which are directly across the street from one another. Any variance to C-1) also requires City Zoning Administrator approval.

B) **Architectural Character.** Architecture within the Development will be developed with a variety of American vernacular architectural styles in mind. These architectural styles, while not a comprehensive list, will offer a unique mixture of styles for the development, and will be applied with proportions and character in mind. The overall character of the development will be created so that the architectural styles are compatible and the overall cohesion of styles will help foster a unique setting without stifling the architectural creativity on the individual building level, creating a varied but integrated community. The following styles are permitted as illustrated in Exhibit H:

Cottage	Craftsman	Four Square	Farmhouse A&B	Modern
Prairie	Classical	Traditional	Victorian	English Country
Southern Traditional				

The requirements as itemized in the following section will be used as applicable to the context of the specific architectural style. Declarant reserves the right to grant variances in its sole discretion. Where city zoning is more restrictive, such requirements will govern.

B) **Front Porch.** Usable front porches are encouraged as both visual and functional design elements.

- 1) A usable open front porch is defined as having a minimum depth of 6'-0", and a minimum width of 8'-0".
- 2) Porch post style should be consistent with the overall architectural style of the home. Minimum standard porch design details include the following; porch posts or alternate per plan, porch balustrades, when provided, of nominal 2" x 2" square wood at a maximum of six inches (6") on center; and newel posts that are compatible with the design of the column posts. Porch columns and railings shall be painted to match the trim color of the house.

C) **Garage.**

- 1) There shall be a minimum of a two (2) car, 20' x 20' garage per dwelling unit.
- 2) The maximum garage width exposed on the front elevation shall be no greater than fifty percent (50%) of the overall building width.
- 3) A front-entry garage cannot project beyond the face of the home or the open porch. The garage face must be set back a minimum of 2'-0" from the front elevation or otherwise comply with the applicable zoning classification requirements.
- 4) Tandem, split or side entry garages are encouraged for three (3) or four (4) car garages. For three (3) car front entry garages, the third stall must have a minimum setback of the greater of 2' from the two-car garage line or as required by compatible roof design. Overall garage width must comply with zoning and design guideline standards.
- 5) The garage door shall be a raised panel design painted to match the siding on the home. The use of windows in the door, appropriate to the architectural style, is encouraged. The maximum single garage door size is 8' x 18".

D) Ornamental Design Elements.

1) Ornamental design elements, such as dormers, shutters, window wrap window grids, gable vents, pilasters, pediments, etc., shall be used in a manner consistent with the overall architectural style of the home and with emphasis on elevations exposed to public space.

2) Window wrap or shutters and window grids are required on front and other primary elevations facing a public space. Gable vents, 5" horizontal vinyl trim, and/or eyebrow roofs are required on front elevation gables greater than 10'-0" in width and are encouraged on other gables as deemed appropriate by the Architectural Control Committee.

3) The shutters shall be wood or polystyrene with colors as approved by the Architectural Control Committee or of other material or color as deemed acceptable by the Architectural Control Committee. Panel or louver design shutters shall be used as appropriate to home materials & style.

4) The window wrap shall be 3½" vinyl or composite as approved by the Architectural Control Committee and used with box outs or when part of the standard plan.

5) Gable vents shall be the NuWood triangle or peaked series or equivalent for the front elevation, and side elevations facing a public street, or other design approval by the Architectural Control Committee. Other gable ornamentation as appropriate to architectural style may be allowed or required by the Architectural Control Committee.

E) Roof/Facias/Soffits/Eaves.

1. Roof Standards:

a) Roof design must be consistent with the overall architectural style of the home. Roof forms and pitches as established on individual styles may not be altered without approval by the Architectural Control Committee.

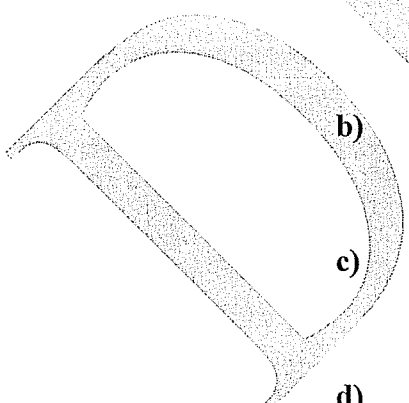
b) Roof material shall be Owens Corning Oakridge 30 architectural shingle or equal and in colors as approved by the Architectural Control Committee.

c) Use of an eyebrow roof or projecting gable is required at brick walls not extending into a gable are encouraged, as appropriate, at double gable returns and porch column caps.

d) Hip roof design, porches or other elements deemed appropriate by the Architectural Control Committee may be used in lieu of specific gable requirements.

2. Fascia, Soffit and Eave Standards:

a) Fascia shall be 6" minimum aluminum with colors as approved by the Architectural Control Committee, wood may be used when appropriate to the architectural style.



- b) Aluminum soffit and eave color shall match fascia.
- c) A minimum 12" overhang is required at typical eaves and gable ends. However, 6" is allowable with projections less than 6'-0" in width, such as the fireplace chase and a small bay window, and beyond structure line at open porches. Larger overhangs may be required as appropriate to the architectural style.

F) Exterior Wall Surfaces.

1) Siding material shall be premium vinyl or composite material as approved by the Architectural Control Committee. Shingle or vertical board and batten siding is encouraged for accent areas appropriate to the style of the home. Colors shall be approved by the Architectural Control Committee.

2) Windows may be vinyl; vinyl clad, aluminum clad or wood with colors as approved by the Architectural Control Committee.

3) Variation of wall planes on primary elevations is encouraged.

4) Any elevations facing public streets or spaces shall have a minimum of two (2) windows with wrap trim or shutters and window grills as appropriate and one (1) gable vent.

5) The use of brick or stone is encouraged as appropriate to architectural style. When brick is used, it shall be on full wall surfaces from foundation to eaves or on a two-story elevation at least to the second floor windowsill line. When brick is used, a soldier course window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

6) Brick or stone material and color selections shall be as approved by the Committee and harmonious with overall neighborhood palette, as well as with the specific home design.

D-2) Other Improvements.

A) **Fences** All fencing must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. All fence material shall be constructed of wood, vinyl or other material as approved by the Committee. A zoning approval or building permit from the City of Madison may be required to construct fencing. Committee approval does not supercede the need for any municipal approvals or permits.

Fencing shall consist of wood or vinyl. Only one style of fencing is permitted and is detailed in Exhibit "E".

- a) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.

- b) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
- c) Gates are permitted and shall be consistent with the fencing style. All gates shall open into the lot.
- d) Fencing stain or paint color by Hallman Lindsay of ES 530 Jersey Spot (or similar color by other manufacturer) is the only color allowed for wood material and the color by Ply Gem Fence/Railing of Sandstone (or similar color by other manufacturer) is the only color allowed for vinyl material.

2) Appropriate uses of fencing:

- a) Fencing shall be limited to rear and side yards only.
- b) Fencing shall meet up with the corners of the home or garage and may not project past the front face of home or garage.
- c) Only one fence is permitted along adjoining properties. Corners of adjoining properties fencing shall intersect at common corners.
- d) Fencing at side yards of corner lots shall be placed a minimum of 6 inches from the property line (approximately 1 foot from sidewalk) for all zoning classifications.

3) Inappropriate use of fencing:

- a) Fencing in front yards shall not be permitted.
- b) Fencing shall not occur in freestanding segments or be placed arbitrarily.
- c) Fencing shall not meet porch or deck corners.
- d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

B) Decks. All decks must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the City of Madison may be required to construct a deck. Committee approval does not supercede the need for any municipal approvals or permits.

1) Appropriate deck design shall incorporate the following criteria:

- a) Deck(s) shall be proportionate in size to the footprint of the dwelling
 - b) Deck(s) shall be proportionate in length and width
 - c) Deck(s) shall not project past the rear or side yard setbacks
 - d) Deck(s) at side yards of corner lots may not project past the corner of the home or garage for that side facing the street.
 - e) Deck(s) must be stained or painted
- 2) Inappropriate deck design:
- a) Deck(s) in front yards shall not be permitted.
 - b) Deck(s) shall not occur in freestanding segments or be placed arbitrarily on the lot.
 - c) Deck(s) shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

C) Kennels/Runs. All dog kennels or dog runs must receive prior written approval of the Committee and shall comply with any requirements set out below. The Committee may also require the installation and maintenance of landscape materials for screening and aesthetic purposes.

A zoning approval or building permit from the City of Madison may be required to construct kennels/runs and fencing. Committee approval does not supercede the need for any municipal approvals or permits.

- 1) Fencing surrounding kennel or run shall consist of wood or vinyl. Only one style of fencing is permitted and is detailed in Exhibit "E".
- e) All fencing shall be erected finish side out, i.e. pickets on the outside of the rail facing the street or neighboring lot.
 - f) Posts shall be spaced a minimum of 72" and a maximum of 96" on center. Rails shall be discontinuous and abut into the posts.
 - g) Gates are permitted and shall be consistent with the fencing style. All gates shall open out from the kennel or run.
 - h) Fencing stain or paint color by Hallman Lindsay of ES 530 Jersey Spot (or similar color by other manufacturer) is the only color allowed for wood material and the color by Ply Gem Fence/Railing of Sandstone (or similar color by other manufacturer) is the only color allowed for vinyl material.

- 2) Appropriate placement of kennels or runs:
- a) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.
 - b) Kennel or run shall meet up with the corners of the home or garage and may not project past the face of home or garage.

- c) Only one kennel or run is permitted per Lot.
 - d) Kennels must be oriented with the long side parallel to home.
- 3) Inappropriate placement of kennels or runs:
- a) Kennel or run in front or side yards shall not be permitted.
 - b) Kennel or run shall not occur in freestanding segments or be placed arbitrarily on the lot.
 - c) Kennel or run shall not meet porch or deck corners.
 - d) Fencing shall not interfere with utility equipment. Your utility companies shall be consulted for current requirements and the most restrictive shall apply.

D) Outbuildings. No outbuilding, shed or accessory building of any nature shall be erected on any Lot, with the exception of a detached garage that is the only garage on the lot and is approved by the Committee prior to construction. Secondary units (granny flats) above detached garages may be allowed with prior written approval from the ACC.

E) Antennae/Wind Powered Electric Generators. No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot without prior written approval of the Committee.

- 1) Appropriate antennae or satellite dish placement:
- a) Only one antennae or satellite dish shall be allowed per lot.
 - b) The location of the satellite dish can be any of the following and shall not be visible from the curb directly in front of the home:
 - i. On a pole in the backyard and located close to the home.
 - ii. Attached to the deck.
 - iii. On the rear roof line of the home.
 - 1. A satellite dish shall not project past the uppermost roof ridgeline. This method is not recommended by the Committee as you may have water infiltration issues if the dish is not properly installed and roof repairs may not be covered under the applicable roof warranty.
- 2) Inappropriate antennae or satellite dish placement:
- a) Antennae or satellite dish in front or side yards shall not be permitted.
 - b) Antennae or satellite dish shall not interfere with utility equipment.

F) **Firewood Storage.** No firewood or woodpile shall be kept on any lot unless it is neatly stacked, placed in the rear yard and screened from street view by plantings or a fence first approved in writing by the Committee.

G) **Solar Collectors.** No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the Committee, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

H) **Lighting.** Exterior lighting installed on any Lot shall either by indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots.

I) **Landscaping Requirements.** Pursuant to Section B-4 of the Declaration of Conditions, Covenants and Restrictions, Developer hereby imposes upon all Lots described in Exhibit "A", attached hereto and incorporated herein by reference, the requirement that the Owners thereof install landscaping on such Lots which meets or exceeds the minimum number of points for landscaping set forth in Exhibit "C". The number of points attributable to various elements of the landscaping to be installed shall be determined by reference to Exhibit "D", attached hereto and incorporated herein by reference. All terms, covenants and conditions of Section B-4 of the Declaration of Conditions, Covenants and Restrictions, as amended herein, shall be applicable to the landscaping to be installed pursuant to the terms of this paragraph. Landscape installed by the Declarant may or may not meet the minimum number required.

PART E
GENERAL PROVISIONS

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

E-2) **Enforcement.** The Declarant (or either one of them if more than one), Architectural Control Committee or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. 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 actual attorney fees.

E-3) **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

E-4) Model Homes. So long as Declarant shall own any Lot in the Development, Declarant shall be permitted to maintain model homes in the Development, including therein a sales office for the purpose of sales and marketing of its homes.

E-5) Parade of Homes and/or Condominiums. So long as Developer shall own any Lots in the Development, or condominium units in any condominium located within the Development (collectively a "Lot/Unit"). Developer reserves the right to submit some or all of said Lots/Units as a site for the Parade of Home and/or the Parade of Condominiums of the Madison Area Builders Association (the "Parade"). In the event that some or all of said Lots/Units are selected as a site for a Parade, this Declaration of Protective Covenants, Conditions and Restrictions shall, as to the Lots/Units enrolled in the Parade, for a limited period of time ending 48 hours after the conclusion of the Parade, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade in this Development pursuant to the then current Parade Rules and Checklist of the Madison Area Builders Association. All purchasers of Lots/Units, and/or 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 of Protective Covenants, Conditions and Restrictions by the Developer, the Madison Area Builders Association, or any of the builders or participants in the Parade for the period of the Parade as set forth above, including the closing of any public or private streets in the Parade area. All Lot/Unit owners appoint the Developer their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade.

E-6) Governing Law. This Declaration shall be construed and enforced in accordance with the terms of the laws of the State of Wisconsin. The terms of this Declaration are not intended to replace or affect any applicable laws, ordinances, rules or regulations of the City of Madison.

E-7) Notices.

A) Notices to Declarant shall be given to Declarant at the following address: 6801 South Towne Drive, Madison, WI 53713.

B) Notices to an Owner of any Lot within the Development shall be given in care of the street address of the Lot.

C) Any party may change its address by written notice given to the other parties. Party, its successors and/or assigns, may change said addresses by notice properly given hereunder.

E-8) Amendment and Release. At any time until Declarant conveys all of the Lots which comprise the entire Property, or turns control of the Association over to its Members, whichever occurs first, Declarant may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant, their Mortgagees or any other party, including the Association and its Board of Directors. These restrictions or any part thereof may be cancelled, released or amended in writing as to the entire Plat or any part thereof by the Declarant at any time until Declarant conveys all of the Lots or until the Declarant turns over control to the Committee, whichever comes first. After the Declarant has sold all of the Lots or otherwise released or assigned his right to enforce the Declaration, then this Declaration or any part thereof may be released, cancelled, amended or waived hereof.

E-9) No Waiver. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. Failure to enforce any provision

of this Declaration shall not operate as a waiver of any such provision or any other provision of this Declaration.

E-10) Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

E-11) Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

E-12) Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

E-13) Remedies. All remedies herein are cumulative.

IN WITNESS WHEREOF, the said MREC VH Madison Investors LLC Delaware Limited Liability Companies has caused these presents to be signed and sealed this ____ day of _____, 20__.

**MREC VH Madison Investors LLC
By: Veridian Homes JV, LLC, Member and Project
Manager**

By: _____
David Simon, Authorized Officer and Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this ____ day of _____, 20__, David Simon the Authorized Officer and Signatory of MREC VH Madison Investors LLC a Delaware Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

Notary Public
Dane County, Wisconsin
My Commission Expires: _____, 20__

NOTE: Please be advised that the undersigned hereby directs viewers to ignore the illegible printed text material on the map attached to this Exhibit "A". Only the spatial relationships of the illustrations on the map are being presented for your information.

Print Name: _____

Exhibit "A"

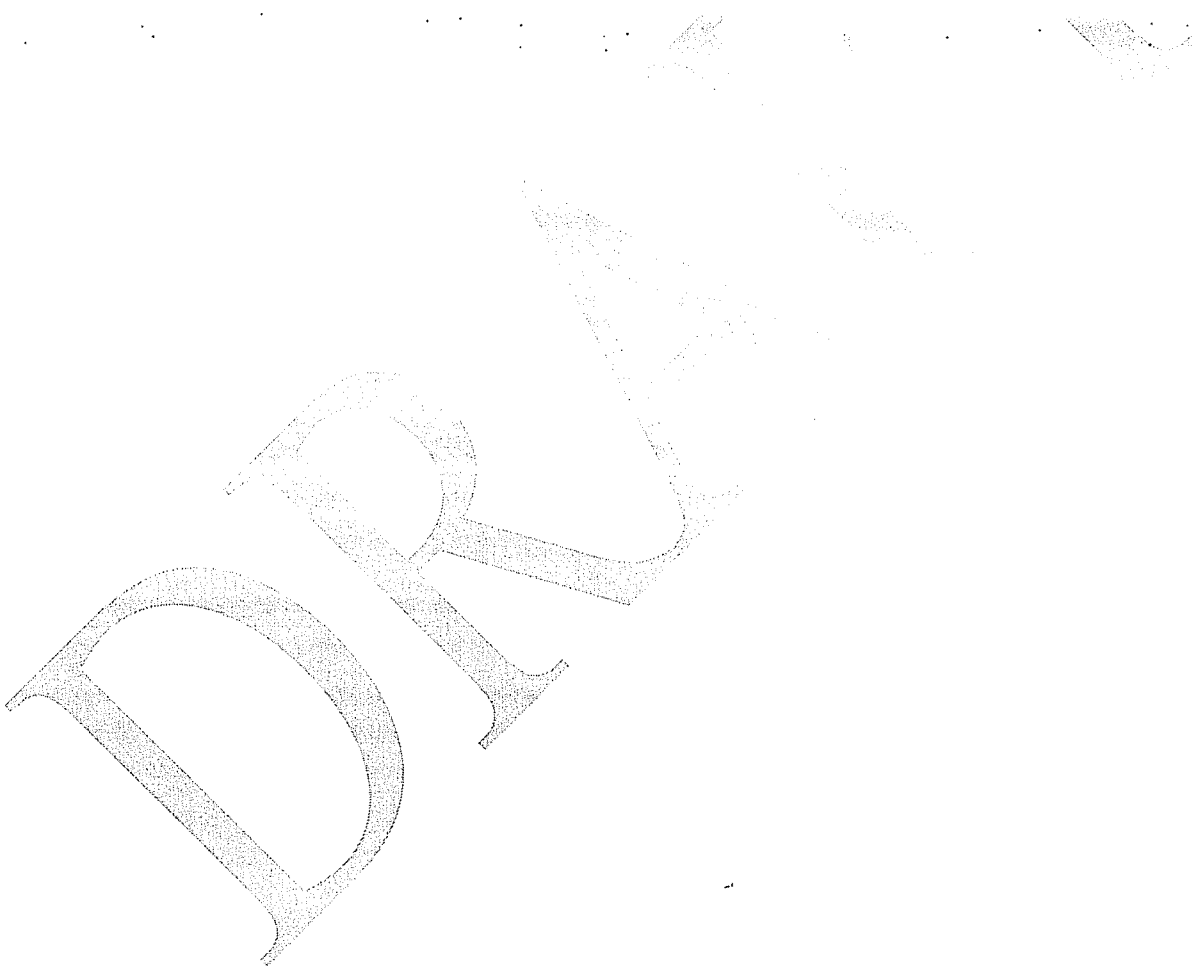


Exhibit "B"

(PINS TO BE ADDED)

DRAFT

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
(TO BE ADDED)	300	425
(TO BE ADDED)	350	500

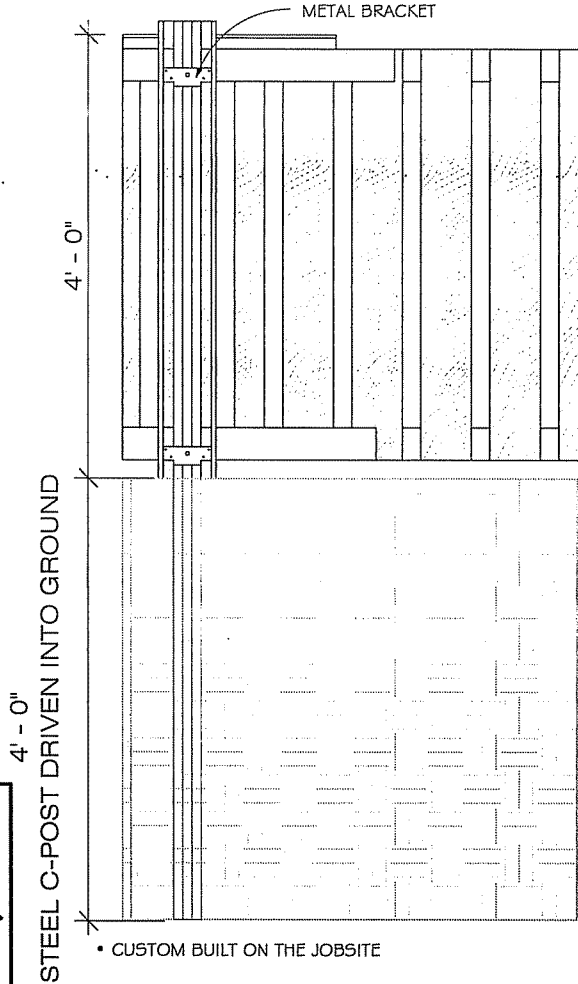
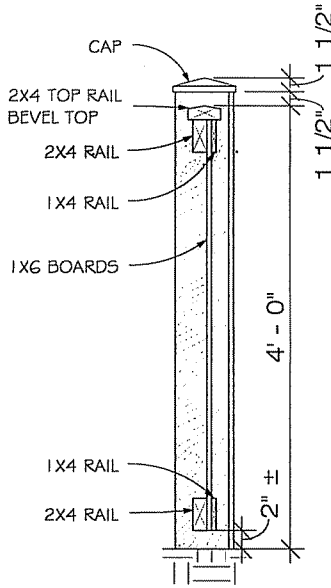
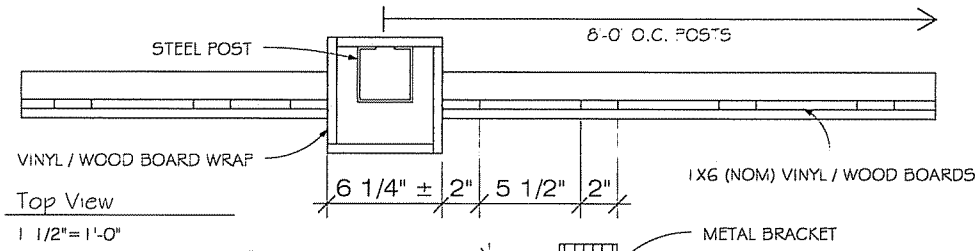
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EXHIBIT "D"
Landscaping Elements

Elements	Point Schedule
A) <i>Small Shade Trees (balled and burlaped)</i> (1.5"-2" caliper at 6" from the roots)	50
B) <i>Medium Shade Trees (balled and burlaped)</i> (2"-3" caliper at 6" from the roots)	100
C) <i>Large Shade Trees (balled and burlaped)</i> (3"-4" caliper at 6" from the roots)	150
D) <i>Extra-Large Shade Trees (balled and burlaped)</i> (4" + caliper at 6" from the roots)	200
E) <i>Ornamental Trees (balled and burlaped)</i> (1.5"-2" caliper at 6" from the roots)	50
F) <i>Small Evergreen Trees</i> (3' to 4.5' when planted)	25
G) <i>Medium Evergree Trees</i> (5' to 6.5' when planted)	50
H) <i>Large Evergreen Trees</i> (7' + when planted)	100
I) <i>Evergreen Shrubs</i> (18" minimum diameter)	20
J) <i>Small Deciduous Shrubs</i> (18" to 35" in diameter)	10
K) <i>Medium Deciduous Shrubs</i> (35" to 60" in diameter)	15
L) <i>Large Deciduous Shrubs (balled and burlaped)</i> (60" or greater in diameter)	25
M) <i>Decorative Retaining Walls</i> (Points are per face foot. Boulders, timbers, and stones only – no concrete walls included.)	10
N) <i>Paver Stone Walks, Paths or Patios</i> (Points per square foot – no driveways included.)	1
O) <i>Planting Beds</i> (Points per square foot – must be decorative stone or mulch.)	1

The final point totals must consist of a balanced variety of the listed elements acceptable to the Architectural Control Committee. 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 Architectural Control Committee for approval.

EXHIBIT "E"



NOTE:
MANDATORY COLORS (NO VARIANCE WILL BE ALLOWED)

- VINYL COLOR: "SANDSTONE"
- STAIN/PAINT COLOR: "JERSEY SPOT" by HALLMAN LINDSAY*

*not required to buy Hallman Lindsay, but color must match

- CUSTOM BUILT ON THE JOBSITE
- INSTALLED WITH STEEL C-POSTS DRIVEN APPROX. 4' INTO GROUND
- INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS
- MAX HEIGHT 4'-0"
- STYLE MUST BE IN WOOD OR VINYL



6801 South Towne Drive
 Madison, WI 53713
 Phone 608.226.3100
 Fax 608.226.0600

EXHIBIT "F"
ARCHITECTURAL REVIEW APPLICATION

1. Owner(s): _____
2. Property Address: _____
3. Mailing Address (if different): _____
4. Lot # / Neighborhood: _____
5. Contact Number: _____
6. Email Address: _____
7. General description of alterations being submitted:

8. Estimated starting date: _____
9. Estimated completion date: _____
10. Owner(s) hereby acknowledge they are familiar with the Declaration of Protective Covenants, Conditions and Restrictions (the "Restrictions"), as well as, Amendments to the Declaration of Protective Covenants, Conditions and Restrictions ("Amendments"), if any, of the neighborhood.
11. Owner(s) hereby acknowledge and agree to honor all deadlines, if any, for completion of improvements referenced herein as established by the Architectural Control Committee (the "Committee").
12. Owner(s) agree to store construction materials on the above referenced property only, and will bear the cost of repairing any damages caused to any such other areas for non compliance.
13. Owner(s) agree to remove all unused materials from public view within seven (7) days following the completion of any work.
14. Owners hereby acknowledge in the event the Committee fails to approve or disapprove within thirty (30) days after the application and related documents requiring approval have been submitted, the application will be deemed denied. Submission will not be complete, and the thirty (30) day approval time, shall not commence until after all documents required herein have been submitted.
15. Owners agree to construct improvements as approved by the Committee and submit any changes prior to construction.

Required Exhibits and Supporting Documentation

The documents listed below must accompany all application for Committee approval. Failure to submit the proper documents to the Committee will be considered incomplete and will be returned as unapproved.

1. Paint or stain colors: A sample of the color(s) intended to be used; along with existing paint colors on the home that will remain unchanged must be provided. Note: A photo of existing paint colors is an acceptable alternate to samples of existing colors. Paint or opaque stain matching the lighter of trim or siding color is required in Grandview Commons and Smith's Crossing. It is also encouraged in all neighborhoods (excluding Grandview Commons and Smith's Crossing), however, wood finish stains on rear year fences will be considered in these neighborhoods.
2. Finish materials: A written description and/or sample of all finish material to be used for Exterior modification must be provided.
3. Site plan or plot plan: A site plan or plot plan, drawn to scale, showing the exact location and dimension of the proposed alternations, including orientation with respect to the property lines and all structures, must be provided

for applications, including but not limited to decks, patios, walls, storage sheds, fences, gazebos and any structural additions to the home. Please note if this document is not included with every application, the application will be returned to you for re-submission. To expedite your request, use a Veridian site plan.

4. Architectural drawing and/or landscape plans: Complete detailed architectural drawings or plans must be provided for, including but not limited to decks, storage sheds, fences, gazebos and structural addition to the home, as well as, surrounding landscaping or topography changes of the lot.
5. Contractors' estimate/proposal/plans: Bids receive may include the majority of the above described requirements. If they meet the criteria of item 3 above, you may attach these documents to the application to be submitted. NOTE: Drawings used to estimate material costs may not represent actual dimensions. The cost listed may be deleted as the Committee is not interested in the cost of the improvement.
6. Additional exhibits: Additional exhibits may be required in order to permit adequate evaluation of the proposed changes. Feel free to contact the Committee for guidance prior to submission of application if in doubt.

NOTICE GIVEN TO OWNERS

1. Nothing contained herein shall be construed to represent those alterations to lots or buildings in accordance with these plans shall not violate any of the provision of the Building and Zoning Codes established by the municipality, to which the property is subject to as well as any applicable easements on the property. Further, nothing contained herein shall be construed as a waiver or modification of said Restrictions.
2. Nothing contained herein shall be construed to represent those improvements, as approved by the Committee, are build able.
3. Where required, appropriate building permits shall be obtained for the municipality prior to construction. Nothing contained herein shall be construed as a waiver of said requirement.
4. Owner(s) is made aware and agrees that no work on this request will begin until written approval from the Committee.
5. Owner(s) agrees and grants express permission to the Committee to enter on the Owner's property at a reasonable time to inspect the project, during and after construction.
6. Owner(s) is made aware that any approval is contingent upon the completion of the alteration in a workmanlike manner and in accordance with the approved plan and specification of said alterations.
7. Owner(s) is made aware that any alterations not approved by the Committee will result in a written notification from the Committee and Owner(s) agree to bring the property back into compliance within a specified time as determined by the Committee. Further, Owner(s) are aware and agree that any legal expenses associated therewith will be the sole responsibility of the Owner(s).

OWNER SIGNATURE _____ Date _____

OWNER SIGNATURE _____ Date _____

APPLICATION SUBMITTAL

1. Please mail or deliver the application and supporting documents to: Architectural Control Committee (ACC), Veridian Homes LLC, 6801 South Towne Drive, Madison, WI 53713.
2. Do not include original documents as they may not be returned. All pages submitted must be legible copies.
3. Owner must sign, if signature line is provided, or initial any page not signed, indicating that you have read and agree to the requirements and notices given that are contained within the Exhibit F submittal form.

APPLICATION REVIEW

- Approved
- Not Approved
- Approved as noted (see comments)
- Additional Information needed (see comments)

COMMENTS/REQUIREMENTS FOR APPROVAL

- Copy of building permit required
- Copy of land survey required
- Color samples required
- Other information required:

Comments from Committee Member:

Committee Member Signature _____

Date: _____

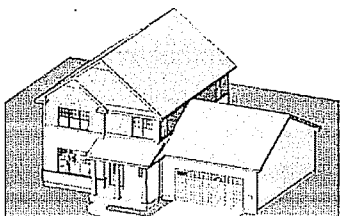
Exhibit "G"

(BY-LAWS TO BE ADDED)

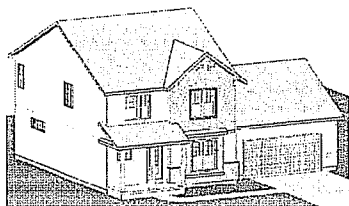
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EXHIBIT H

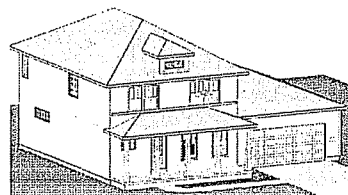
Variety Standard



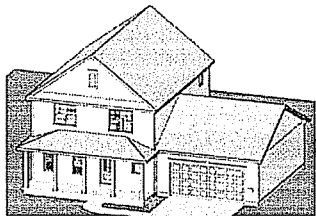
Cottage



Craftsman



Four Square



Farmhouse A



Farmhouse B



Modern



Traditional



Victorian



English Country



Prairie



Classical



Southern Traditional

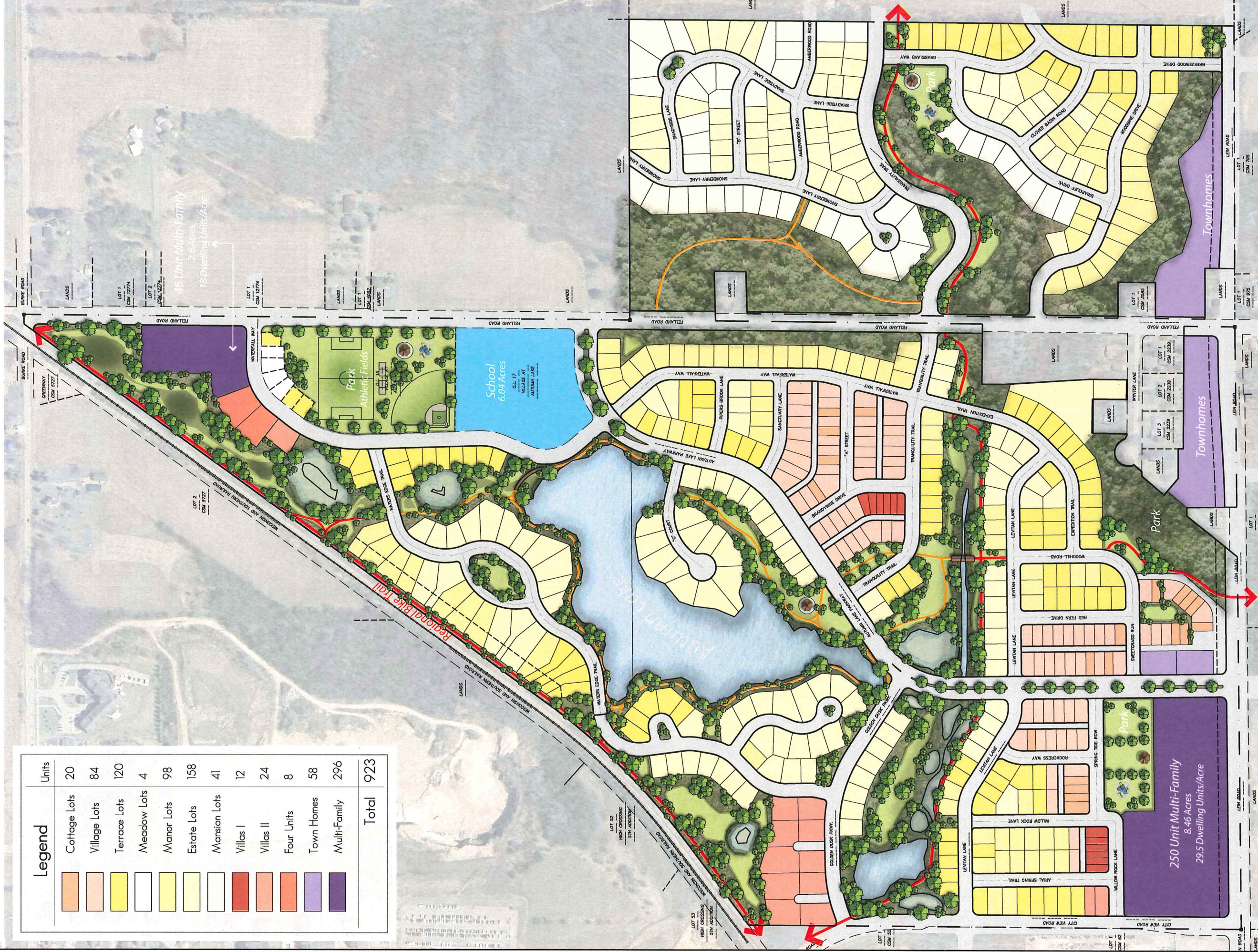


The Village at Autumn Lake

Master Plan : Final Plat

Madison, Wisconsin

Legend		Units
	Cottage Lots	20
	Village Lots	84
	Terrace Lots	120
	Meadow Lots	4
	Manor Lots	98
	Estate Lots	158
	Mansion Lots	41
	Villas I	12
	Villas II	24
	Four Units	8
	Town Homes	58
	Multi-Family	296
Total		923





VERIDIAN
HOMES

The Village at Autumn Lake

Open Space and Trail System Plan : Final Plat Madison, Wisconsin

Public Open Space	Acreage
1. Parks	16.94
2. School/Park	6.04
3. Public Open Space	43.65
Private Open Space	39.25
4. Private Open Space Available for Public Use	
Total Acreage	105.88
Trail Systems	Linear Ft
1. Regional Trail System	10,127
2. Local Trail System	8,288
Total Length	18,415





The Village at Autumn Lake

Open Space Zones : Final Plat

Madison, Wisconsin

Public Open Space	Acres
1. Parks	16.94
2. School/Park	6.04
3. Public Open Space	43.65
Private Open Space	
4. Private Open Space Available for Public Use	39.25
Total Acreage	105.88
Trail Systems	Linear Ft
1 Regional Trail System	10,127
2 Private Open Space Trails	3,792
Total Length	18,415

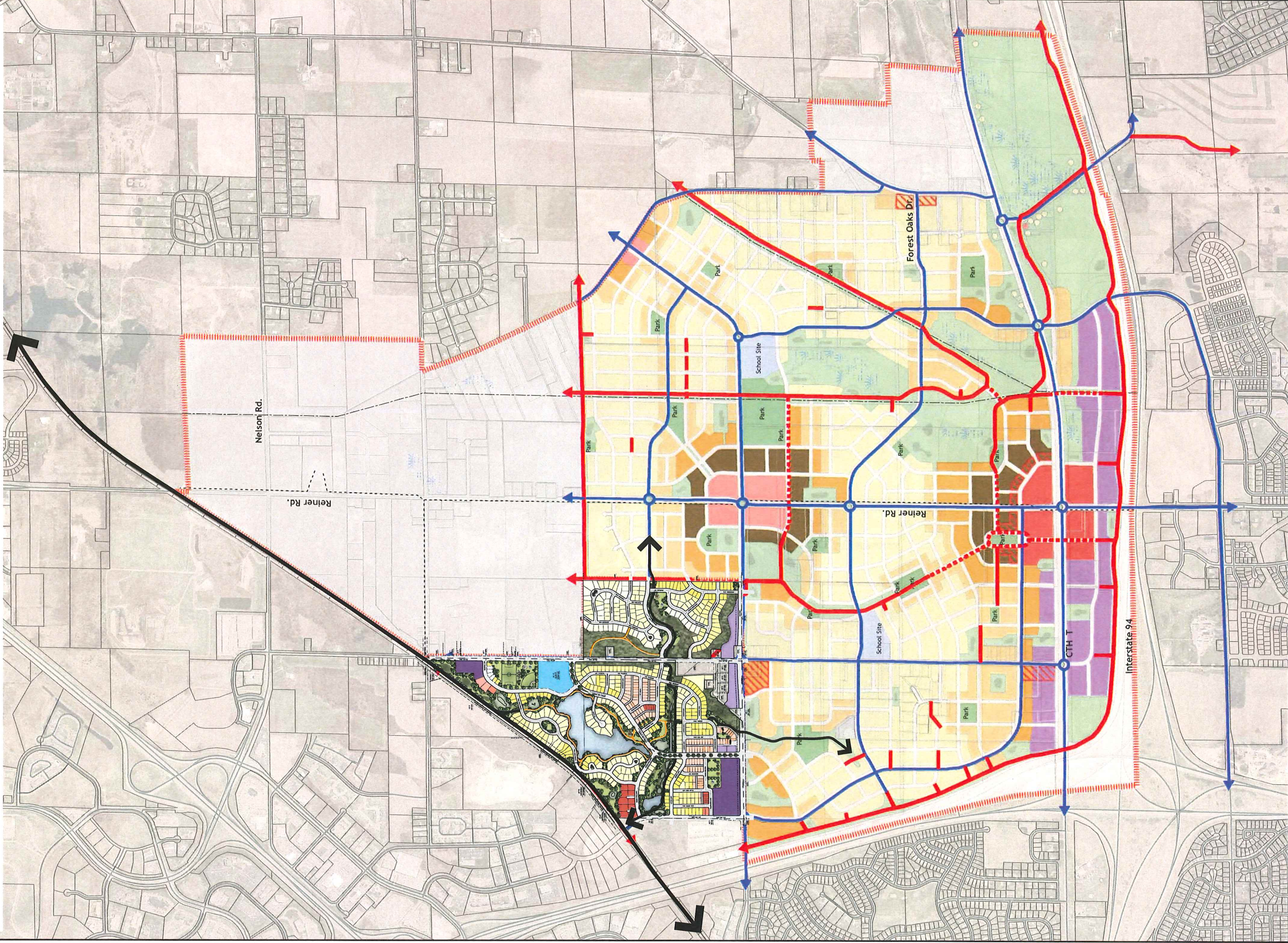




The Village at Autumn Lake

Neighborhood Plan with Trail System

Madison, Wisconsin



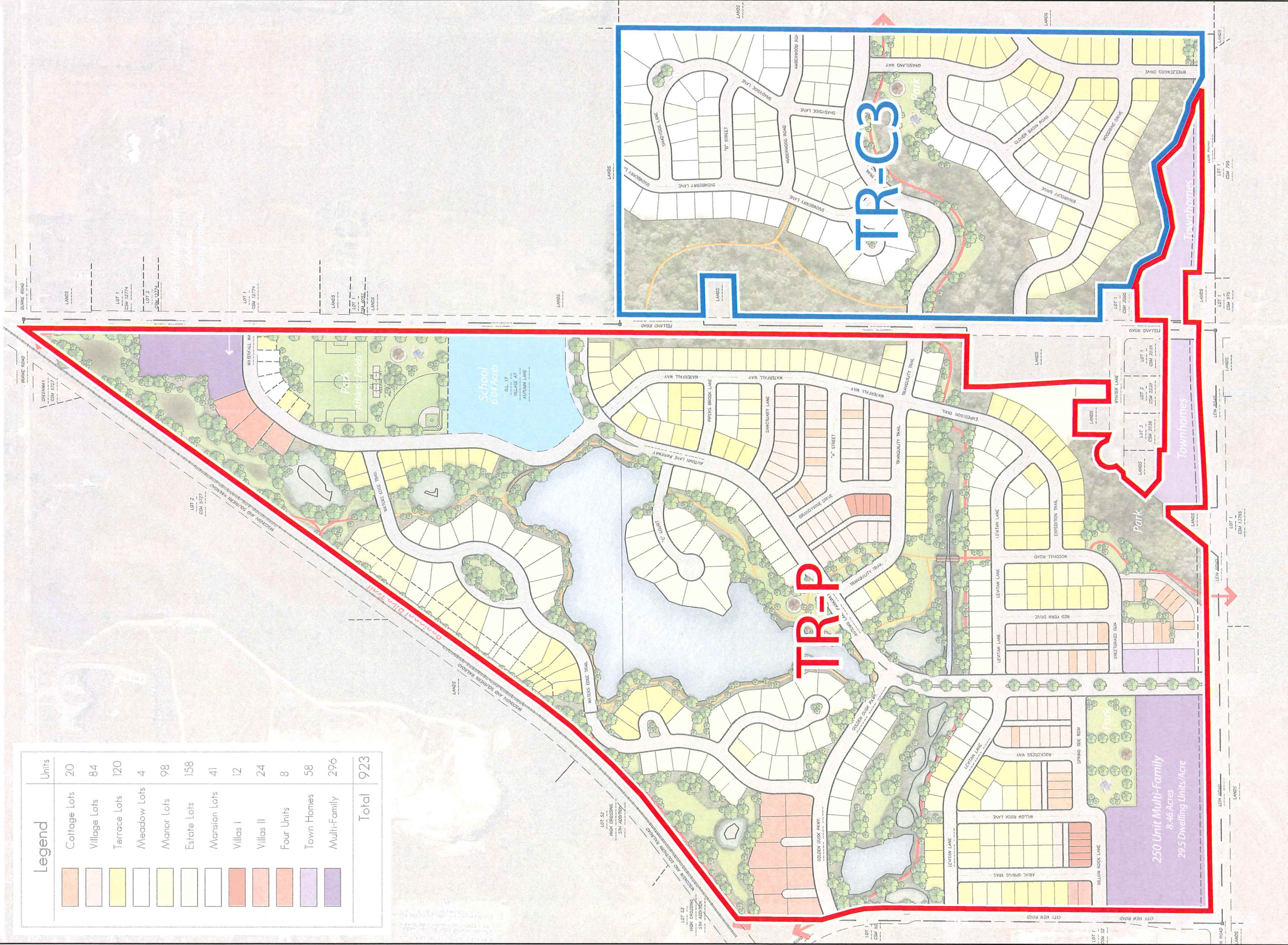


The Village at Autumn Lake

Master Plan : Final Plat : Zoning

Madison, Wisconsin

Legend		Units
	Cottage Lots	20
	Village Lots	84
	Terrace Lots	120
	Meadow Lots	4
	Manor Lots	98
	Estate Lots	158
	Mansion Lots	41
	Villas I	12
	Villas II	24
	Four Units	8
	Town Homes	58
	Multi-Family	296
Total		923





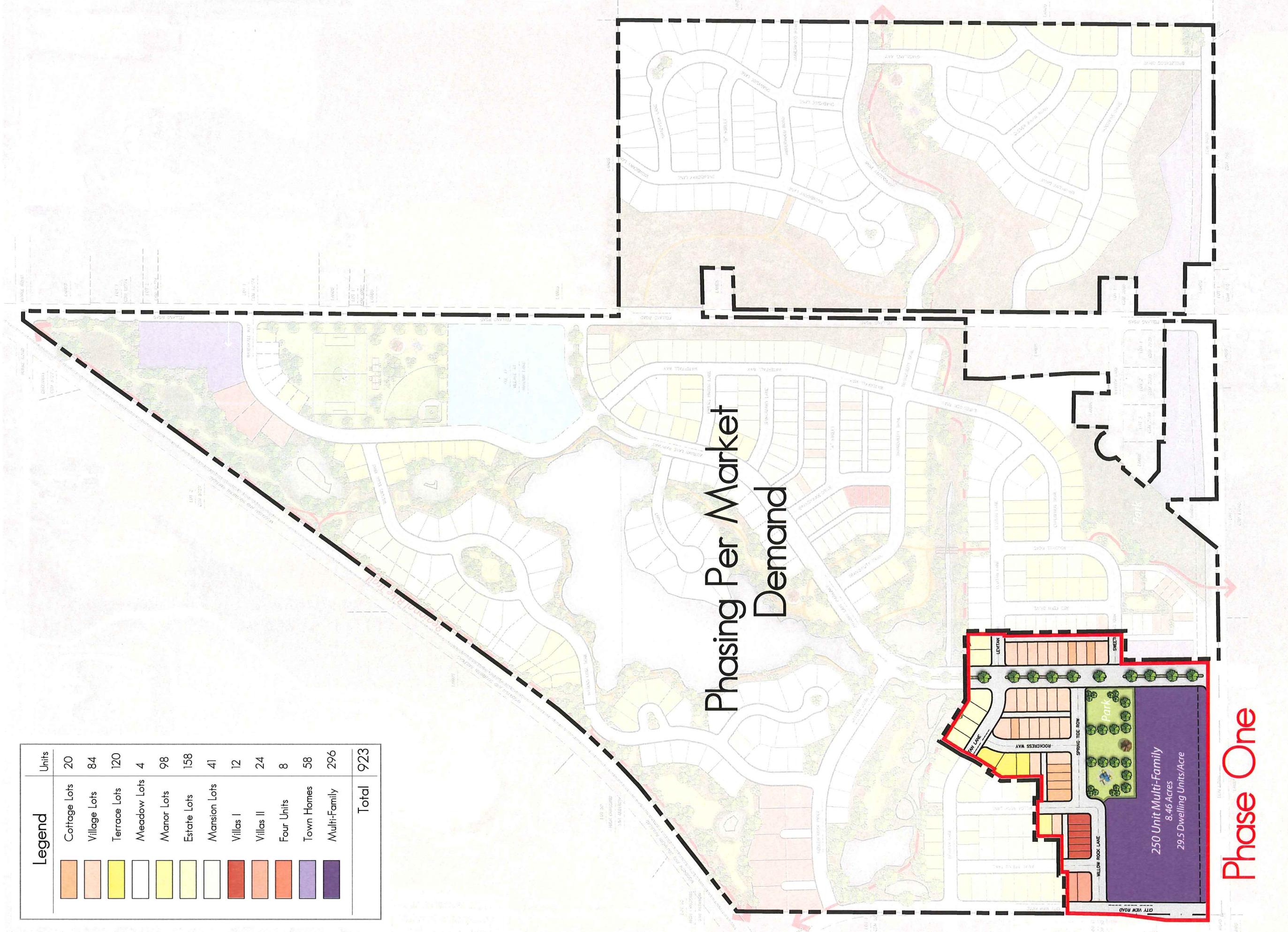
VERIDIAN
HOMES

The Village at Autumn Lake

Master Plan : Final Plat : Phase One

Madison, Wisconsin

Legend	Units
	20
	84
	120
	4
	98
	158
	41
	12
	24
	8
	58
	296
Total	923



Phasing Per Market Demand

Phase One

250 Unit Multi-Family
8.46 Acres
29.5 Dwelling Units/Acre