



Plat Name
Tradesman Industrial Park

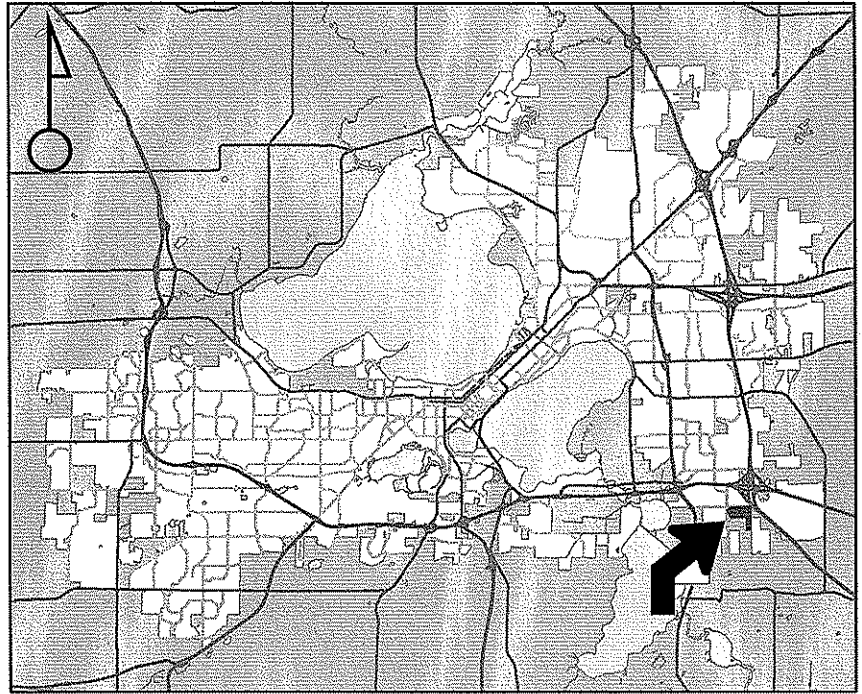
Location
4131 Marsh Road

Applicant
**Craig Enzenroth - The Gallina Companies/
Bill Biesmann - Vierbicher Associates**

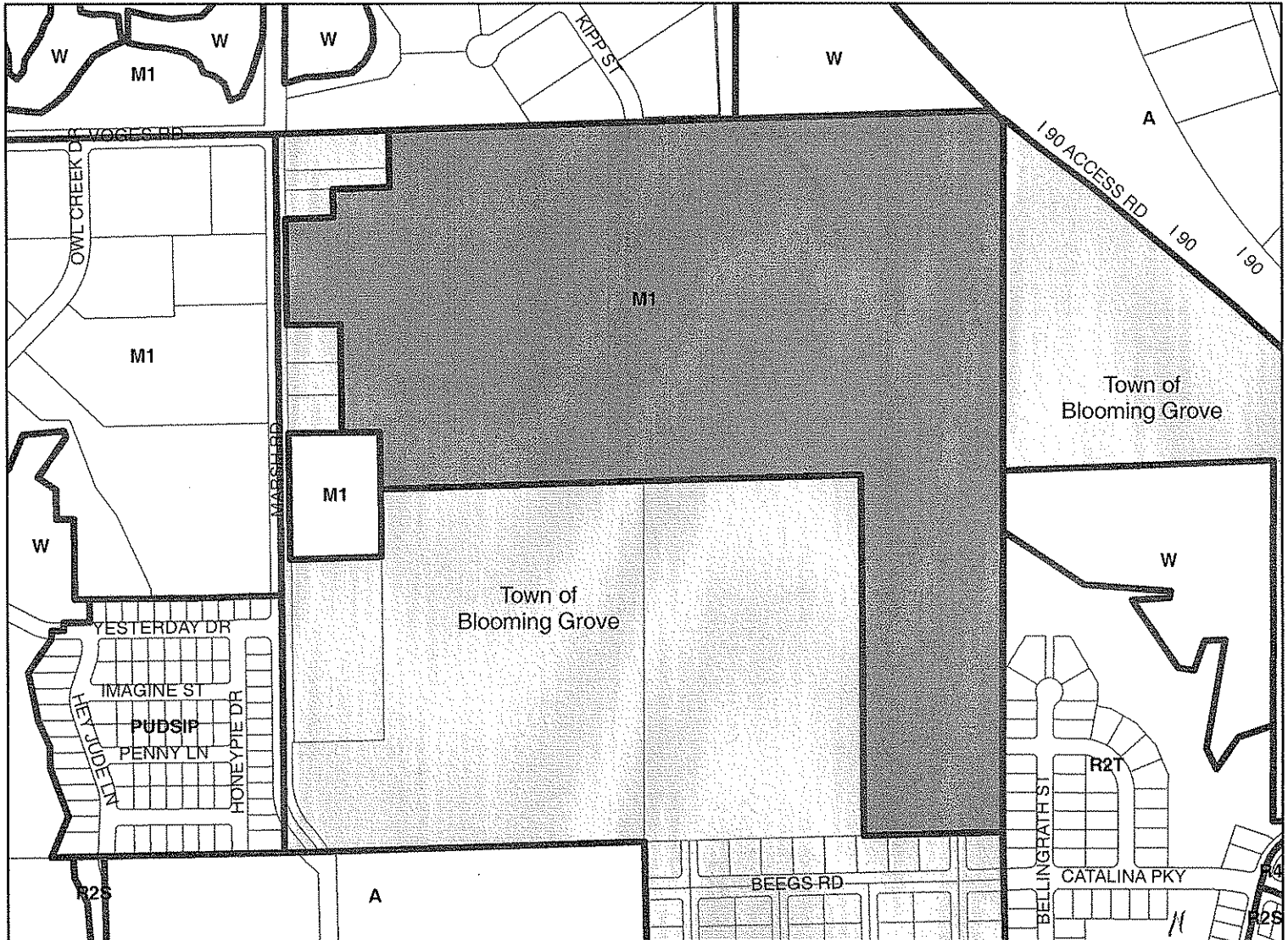
Preliminary Final

Proposed Use
**10 Commercial/Industrial Lots &
3 Outlots**

Public Hearing Date
Plan Commission
10 March 2008
Common Council
18 March 2008



For Questions Contact: Tim Parks at: 261-9632 or tparks@cityofmadison.com or City Planning at 266-4635







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

Date Stamp

**** 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

1a. Application Type. (Choose ONE)

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

If a Plat, Proposed Subdivision Name: Tradesmen Commerce Park - Phase I (Formerly Tradesmen Industrial Park)

1b. Review Fees. Make checks payable to "City Treasurer."

- For Preliminary and Final Plats, an application fee of \$200, plus \$35 per lot and outlot contained on the plat drawing.
 For Certified Survey Maps, an application fee of \$200 plus \$150 per lot and outlot contained on the certified survey map.

2. Applicant Information.

Name of Property Owner: QRS, LLC - Marsh Rd. Dev. Corp Representative, if any: Craig Enzenroth
 Street Address: 8500 Greenway Blvd Suite 200 City/State: Middleton, WI Zip: 53562
 Telephone: (608) 836-0909 Fax: (608) 836-0990 Email: cenzenroth@gallinacos.com

Firm Preparing Survey: Vierbicher Associates Contact: Bill Biesmann
 Street Address: 999 Fourier Dr., Suite 201 City/State: Madison, WI Zip: 53717
 Telephone: (608) 826-0532 Fax: (608) 826-0530 Email: bbie@vierbicher.com

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

3a. Project Information.

Parcel Address: 4131 Marsh Rd in the City or Town of: Madison
 Tax Parcel Number(s): 251/0710-263-0102-9 School District: Madison Metro School District
 Existing Zoning District(s): M-1 Development Schedule: Spring 2008
 Proposed Zoning District(s) (if any): M-1 Provide a Legal Description of Site on Reverse Side

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

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

In order for an extraterritorial request to be accepted, a copy of the approval letters from both the town and Dane County must be submitted.

Is the subject site proposed for annexation? No Yes If YES, approximate timeframe: _____

4. Survey Contents and Description. Complete table as it pertains to the survey; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential			
Retail/Office			
Industrial	10	--	34.36
Outlots Dedicated to City		3	14.72
Homeowner Assoc. Outlots			
Other (state use) R.O.W.			2.67
TOTAL			51.75

Describe the use of the lots and outlots on the survey
Lots for sale under M-1 uses
For permanent open space and public storm water management facilities
street right of way

OVER →

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

- Surveys** (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 it pertains to the proposed subdivision 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) and (d) of the Madison General Ordinances, including existing site conditions, the nature of the proposed land 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" case file. In addition, an **8-1/2 X 11 inch reduction of each sheet** must also be submitted.

Report of Title and Supporting Documents: All plats and certified surveys submitted to the City of Madison for approval shall include a Report of Title satisfactory to the Real Estate Division as required in Section 16.23 of the Madison General Ordinances. A minimum of **two (2) copies** of the City of Madison standard 60/30 year Report of Title shall be obtained from a local, reputable 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 owner or applicant must deliver a **third copy** of the Report of Title to the survey firm preparing the plat or CSM. The applicant shall submit a copy of all documents listed in the Report of Title for each copy of the report submitted.

For Residential Preliminary Plats ONLY: If the proposed project will result in **ten (10) or more dwelling units**, it is required to comply with the City's Inclusionary Zoning requirements under Section 28.04 (25) of the Zoning Ordinance. A separate *INCLUSIONARY ZONING DWELLING UNIT PLAN APPLICATION* explaining the project's conformance with these ordinance requirements shall be submitted with your application.

For Surveys Creating Residential Lots: The applicant shall include a certified copy of the accepted option or offer, including all terms of the purchase and any other information that may be deemed necessary by the Real Estate Division to assist them in determining Fair Market Value for the purpose of establishing park fees.

For Surveys Outside the Madison City Limits: A copy of the approval letters from both the town in which 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 it first having been approved by the **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 Real Estate Division at 267-8719, ext. 305 for a determination as soon as possible.

Completed application and required Fee (from Section 1b on front): \$ 655.00 Make all checks payable to "City Treasurer."

Electronic Application Submittal: All applicants are required to submit a copy of the completed application form, legal description 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 e-mail shall include the name of the project and applicant. Applicants unable to provide the materials electronically should contact the Planning Unit at 266-4635 for assistance.

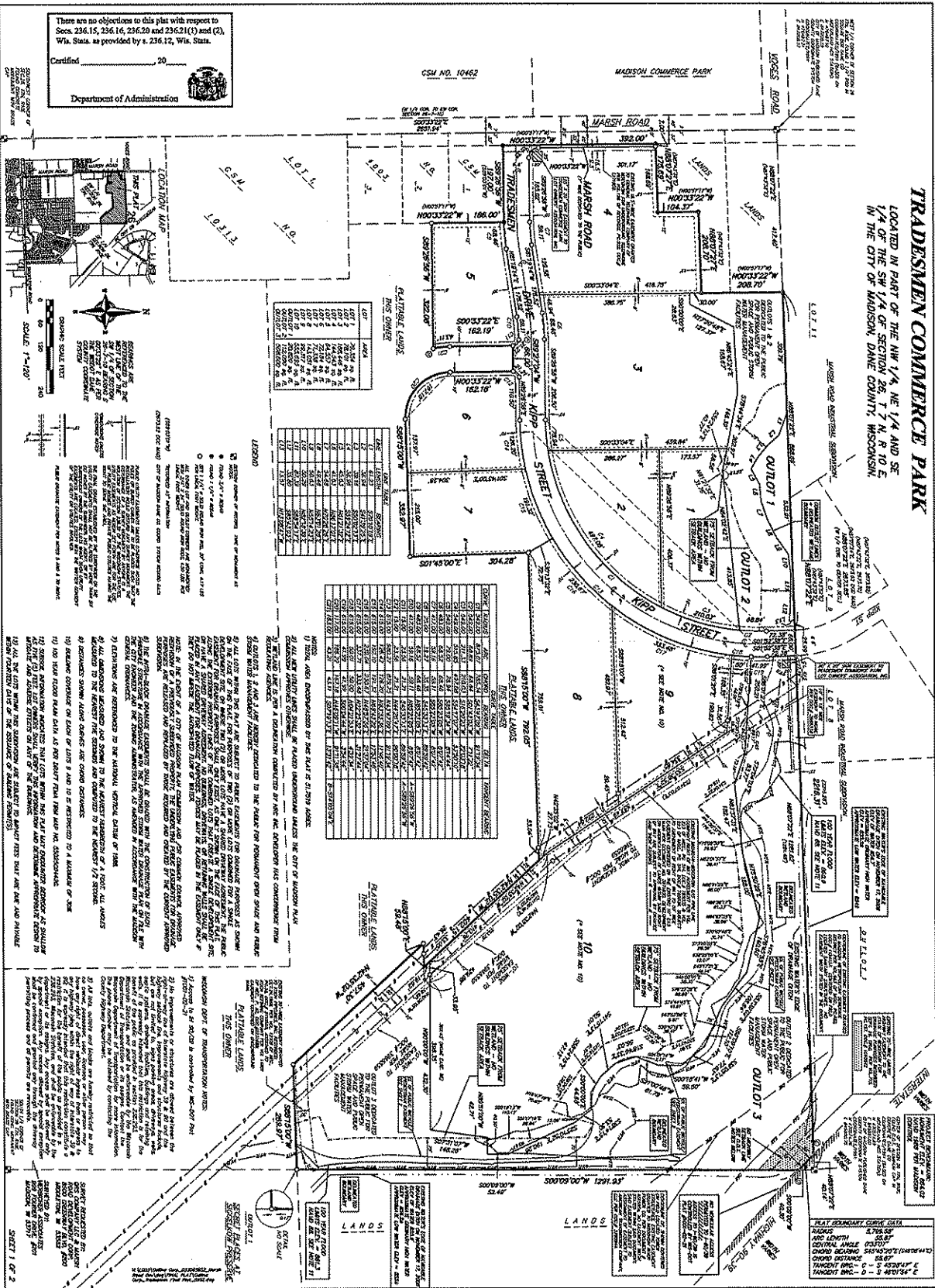
The signer attests that this application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name Joseph R. Gallina - President Signature 
 Date 1-23-08 Marsh Road Development Corp. Interest In Property On This Date Corporate Owner

For Office Use Only	Date Rec'd: _____	PC Date: _____	Alder. District: _____	Amount Paid: \$ _____
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TRADESMEN COMMERCE PARK

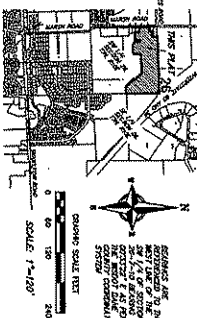
LOCATED IN PART OF THE NW 1/4, NE 1/4 AND SE 1/4 OF THE SW 1/4 OF SECTION 26, T 7 N, R 10 E IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



1) ALL LOTS SHALL BE PLANNED FOR RESIDENTIAL USE AND SHALL BE SUBDIVIDED INTO LOTS OF APPROXIMATELY 1/2 ACRE IN SIZE.

2) ALL LOTS SHALL BE PLANNED FOR RESIDENTIAL USE AND SHALL BE SUBDIVIDED INTO LOTS OF APPROXIMATELY 1/2 ACRE IN SIZE.

3) ALL LOTS SHALL BE PLANNED FOR RESIDENTIAL USE AND SHALL BE SUBDIVIDED INTO LOTS OF APPROXIMATELY 1/2 ACRE IN SIZE.

4) ALL LOTS SHALL BE PLANNED FOR RESIDENTIAL USE AND SHALL BE SUBDIVIDED INTO LOTS OF APPROXIMATELY 1/2 ACRE IN SIZE.

5) ALL LOTS SHALL BE PLANNED FOR RESIDENTIAL USE AND SHALL BE SUBDIVIDED INTO LOTS OF APPROXIMATELY 1/2 ACRE IN SIZE.

LOT	AREA (SQ. FT.)	AREA (AC.)
1	131,400	3.00
2	131,400	3.00
3	131,400	3.00
4	131,400	3.00
5	131,400	3.00
6	131,400	3.00
7	131,400	3.00
8	131,400	3.00
9	131,400	3.00
10	131,400	3.00
11	131,400	3.00
12	131,400	3.00
13	131,400	3.00
14	131,400	3.00
15	131,400	3.00

POINT	N. OF	D. OF	DISTANCE	ELEVATION
1	235° 00' 00"	100.00	100.00	100.00
2	315° 00' 00"	141.42	141.42	141.42
3	45° 00' 00"	100.00	100.00	100.00
4	315° 00' 00"	141.42	141.42	141.42
5	225° 00' 00"	100.00	100.00	100.00
6	135° 00' 00"	141.42	141.42	141.42
7	45° 00' 00"	100.00	100.00	100.00
8	315° 00' 00"	141.42	141.42	141.42
9	225° 00' 00"	100.00	100.00	100.00
10	135° 00' 00"	141.42	141.42	141.42
11	45° 00' 00"	100.00	100.00	100.00
12	315° 00' 00"	141.42	141.42	141.42
13	225° 00' 00"	100.00	100.00	100.00
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12	315° 00' 00"	141.42	141.42	141.42
13	225° 00' 00"	100.00	100.00	100.00
14	135° 00' 00"	141.42	141.42	141.42
15	45° 00' 00"	100.00	100.00	100.00

PLAT POINT	CURVE DATA
1	RADIUS = 5768.58'
2	CHORD BEING = 3430.77'
3	CHORD BEING = 3430.77'
4	CHORD BEING = 3430.77'
5	TANGENT DIST. = 4574.47'
6	TANGENT DIST. = 4574.47'
7	TANGENT DIST. = 4574.47'
8	TANGENT DIST. = 4574.47'

SUBJECT'S CERTIFICATE

I, the undersigned, being duly qualified and acting as a member of the Board of Supervisors of the City of Madison, Wisconsin, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.

Recorded this _____ day of _____, 1925.
 Attest this _____ day of _____, 1925.
 My commission expires _____

CITY OF MADISON COMMISSIONERS CERTIFICATE
 The undersigned, being duly qualified and acting as members of the Board of Commissioners of the City of Madison, Wisconsin, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.

CITY OF MADISON COMMISSIONERS CERTIFICATE
 The undersigned, being duly qualified and acting as members of the Board of Commissioners of the City of Madison, Wisconsin, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.

DANE COUNTY REGISTER'S CERTIFICATE
 I, the undersigned, being duly qualified and acting as Register of Deeds for the County of Dane, Wisconsin, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.

REGISTER OF DEEDS
 I, the undersigned, being duly qualified and acting as Register of Deeds for the County of Dane, Wisconsin, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.

LIMITED LIABILITY COMPANY OWNERS CERTIFICATE OF DESIGNATION

I, the undersigned, being duly qualified and acting as a member of the Board of Directors of the Limited Liability Company known as the _____, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.

STATE OF WISCONSIN
 I, the undersigned, being duly qualified and acting as a member of the Board of Directors of the Limited Liability Company known as the _____, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.

CONDOMINIUM OWNERS CERTIFICATE OF DESIGNATION
 I, the undersigned, being duly qualified and acting as a member of the Board of Directors of the Condominium known as the _____, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.

CONSENT OF CONDOMINIUM ADJACENTS
 I, the undersigned, being duly qualified and acting as a member of the Board of Directors of the Condominium known as the _____, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.

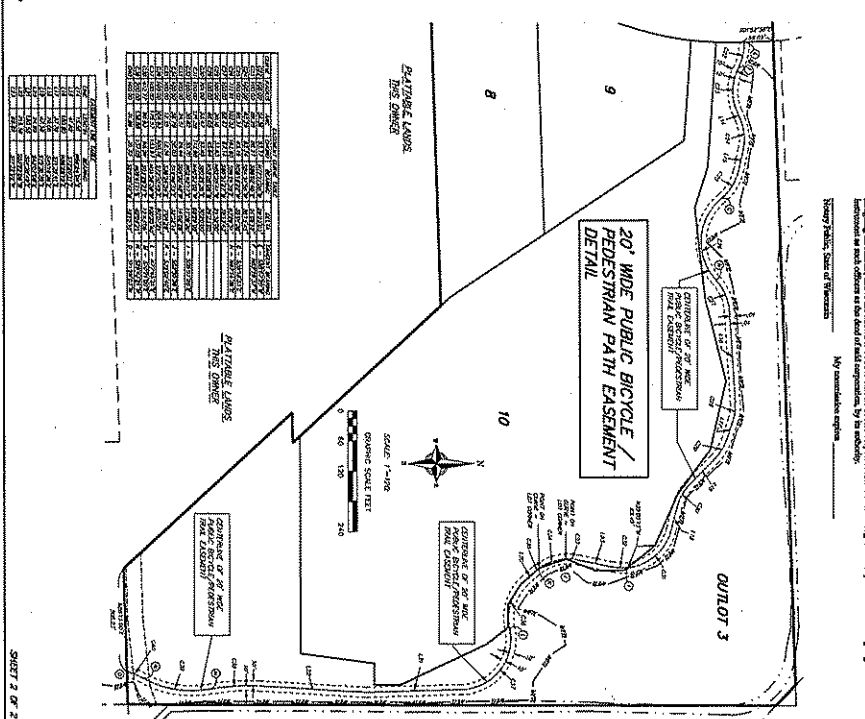
STATE OF WISCONSIN
 I, the undersigned, being duly qualified and acting as a member of the Board of Directors of the Condominium known as the _____, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.

DEPARTMENT OF ADMINISTRATION
 I, the undersigned, being duly qualified and acting as a member of the Board of Directors of the Condominium known as the _____, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.

TRADESMEN COMMERCE PARK
 LOCATED IN PART OF THE NW 1/4, NE 1/4 AND SE 1/4 OF THE SW 1/4 OF SECTION 28, T 7 N, R 10 E IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

CONSENT OF CONDOMINIUM ADJACENTS
 I, the undersigned, being duly qualified and acting as a member of the Board of Directors of the Condominium known as the _____, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.

STATE OF WISCONSIN
 I, the undersigned, being duly qualified and acting as a member of the Board of Directors of the Condominium known as the _____, do hereby certify that the following is a true and correct copy of the original plat as recorded in the office of the Register of Deeds for the County of Dane, Wisconsin, on this 20th day of August, 1925.



SHEET 2 OF 2

**IN RE: LOTS 1 THROUGH 10, TRADESMEN
COMMERCE PARK, IN THE CITY OF
MADISON, DANE COUNTY, WISCONSIN**

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

Attorney Ronald M. Trachtenberg
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038

Tax Parcel No's.

**TRADESMEN COMMERCE PARK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE 1 STATEMENT OF PURPOSE.....	1
ARTICLE 2 PROPERTY SUBJECT TO DECLARATION.....	2
ARTICLE 3 DEFINITIONS.....	2
3.01 BUILDING SITE	2
3.02 BUILDINGS.....	2
3.03 DECLARANT	2
3.04 DESIGN REVIEW COMMITTEE	3
3.05 DESIGN REVIEW STANDARD	3
3.06 IMPROVEMENTS	3
3.07 LOT.....	3
3.08 MASTER PLAN	3
3.09 OWNER OF RECORD	4
3.10 PARTIES	4
3.11 PERSON.....	4
3.12 TRADESMEN COMMERCE PARK	4
3.13 TRADESMEN COMMERCE PARK LOT OWNERS ASSOCIATION, INC.	4
3.14 TENANT	4
ARTICLE 4 ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.....	4
4.01 ASSOCIATION	4
4.02 MEMBERSHIP	5
4.03 VOTING RIGHTS.....	5
4.04 DECLARANT CONTROL	6
4.05 BOARD OF DIRECTORS.....	6
4.06 SUPPLEMENT	6
ARTICLE 5 DESIGN REVIEW COMMITTEE	7
5.01 COMMITTEE MEMBERSHIP.....	7
5.02 REPLACEMENT OF COMMITTEE MEMBERS.....	7
5.03 DUTIES AND POWERS OF COMMITTEE.....	8
5.04 COMMITTEE MEETINGS	8
5.05 BY-LAWS AND RULES	8
5.06 LIMITATION OF LIABILITY OF COMMITTEE	9
ARTICLE 6 PROCEDURE FOR REVIEWING APPLICATIONS.....	10
6.01 APPLICATION PROCEDURE.....	10
6.02 APPLICATION SUBMITTAL REQUIREMENTS.....	10
6.03 COMMITTEE ACTION	12
6.04 BASIS FOR DISAPPROVAL	13
6.05 RESULT OF COMMITTEE INACTION	13
6.06 FEES	13
6.07 COMMENCEMENT AND CONSTRUCTION.....	13
6.08 OPTION TO REPURCHASE FOR FAILURE TO COMMENCE CONSTRUCTION	14
6.08A RIGHT OF FIRST REFUSAL AS TO VACANT LAND	14

6.09	COMPLETION OF CONSTRUCTION.....	14
6.10	CHANGES IN PLANS OR SPECIFICATIONS; VARIANCES.....	15
6.11	COMPLETION CERTIFICATE.....	15
ARTICLE 7 USE RESTRICTIONS.....		16
7.01	PERMITTED USES.....	16
7.02	PRECLUDED USES.....	16
7.03	NUISANCE.....	17
ARTICLE 8 DESIGN STANDARDS FOR IMPROVEMENTS.....		18
8.01	BUILDING.....	18
8.02	LAND/BUILDING GREENSPACE RATIO.....	19
8.03	BUILDING SETBACKS/HEIGHT.....	19
8.04	STORAGE.....	19
8.05	TOWERS AND OTHER ANCILLARY STRUCTURES.....	19
8.06	FREIGHT HANDLING.....	20
8.07	CANOPIES.....	20
8.08	EXTERIOR LIGHTING.....	20
8.09	DRAINAGE, EROSION CONTROL AND LATERAL SUPPORT.....	20
8.10	REPAIR OF BUILDING.....	21
8.11	PARKING.....	21
8.12	LANDSCAPING.....	22
8.13	OTHER STRUCTURES AND BUILDING STANDARDS.....	23
8.14	UTILITY CONNECTIONS.....	23
8.15	SIGNS.....	24
8.16	MAINTENANCE.....	24
ARTICLE 9 ADDITIONAL LIMITATIONS AND REQUIREMENTS.....		25
9.01	GENERAL RESTRICTIONS.....	25
9.02	DUTY TO REBUILD.....	25
9.03	INSURANCE OBLIGATION.....	25
9.04	INSPECTION AND RIGHT OF ENTRY.....	26
ARTICLE 10 ADMINISTRATION AND ENFORCEMENT.....		26
10.01	ENFORCEMENT.....	26
10.02	ATTORNEY'S FEES.....	27
10.03	SEVERABILITY.....	27
10.04	MUNICIPAL ORDINANCES.....	27
10.05	AMENDMENT, WAIVER AND TERMINATION.....	27
10.06	TERM.....	28
10.07	GOVERNING LAW.....	28
ARTICLE 11 MISCELLANEOUS.....		28
11.01	PARAGRAPH HEADINGS.....	28
11.02	CONSTRUCTIVE NOTICE AND ACCEPTANCE.....	28
11.03	MUTUALITY, RECIPROCITY.....	28
11.04	RIGHTS OF MORTGAGEES.....	29
11.05	ADDITION TO TRADESMEN COMMERCE PARK.....	29
11.06	SIGN EASEMENT AREAS.....	29

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TRADESMEN
COMMERCE PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for **Tradesmen Commerce Park** (hereinafter, "Declaration") made this ___ day of _____, 2008, by **Marsh Road Development Corp.**, a Wisconsin corporation (hereinafter, "the Declarant") and **QRS Company, LLC**, a Wisconsin limited liability company (hereinafter, the "Co-Declarant"):

WITNESSETH:

WHEREAS, Declarant and Co-Declarant are the owners of Lots 1 through 10, Tradesmen Commerce Park, in the City of Madison, Dane County, Wisconsin (collectively "the Property" or the "Tradesmen Commerce Park"), Declarant having title to Lots 1 through 9 and Co-Declarant having title to Lot 10 only;

WHEREAS, Declarant and Co-Declarant, jointly and individually, desire to subject the Property to the covenants, conditions and restrictions contained herein for the benefit of the Property and the benefit of each owner of any part of the Property, and for the purpose and with the intent of providing for the orderly, compatible, harmonious and attractive grouping of office, commercial, industrial, warehousing and other buildings and operations as herein permitted and to promote the efficient development of the Tradesmen Commerce Park;

NOW, THEREFORE, the Declarant and Co-Declarant hereby declare that the Property as heretofore described shall be held, sold, conveyed, transferred, used, and improved subject to the covenants, conditions and restrictions hereinafter set forth:

**ARTICLE 1
STATEMENT OF PURPOSE**

The Property as heretofore described, commonly known and referenced herein as Tradesmen Commerce Park, is being made subject to these Declarations for the following purposes, recognizing the basic industrial purpose of Tradesmen Commerce Park:

- To create and develop a carefully planned business park providing well designed and functional office, commercial, industrial and warehousing sites in a comprehensively planned environment in the City of Madison, Dane County, Wisconsin, promoting and maintaining the highest and best uses of the Lots commensurate with the zoning and use classifications permitted herein;
- To establish, implement, and enforce development, design, and landscaping standards and guidelines which will be internally compatible and harmonious and which will

promote attractive and efficient development of Tradesmen Commerce Park, guarding against the erection of poorly designed and/or disproportional structures and providing appropriate screening of exterior uses.

- To provide assurances that the development of Tradesmen Commerce Park will proceed in a well planned and carefully designed manner.

ARTICLE 2 PROPERTY SUBJECT TO DECLARATION

Lots 1 through 10, Tradesmen Commerce Park, in the City of Madison, Dane County Wisconsin, herein referenced as the "Property" or as "Tradesmen Commerce Park" is made subject to the provisions of this Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration").

The Declaration herein shall run with the land and shall affect the Property and each part thereof and any interest in the Property or any part thereof for all purposes, and shall be binding upon and inure to the benefit of Declarant, and the Co-Declarant, their respective successors and assigns, and all owners, landlords, tenants, and occupants of the Property, and to all parties hereafter having any interest in the Property and their respective successors and assigns.

ARTICLE 3 DEFINITIONS

The following terms shall, except where the context otherwise requires, have the following meanings when used in these Declarations.

3.01 Building Site

This term shall mean that part of a Lot upon which a building is or can be constructed in compliance with the terms of this Declaration.

3.02 Buildings

This term shall mean to any enclosed structure, which is temporarily or permanently affixed to the land and is enclosed, having one or more floors and a roof.

3.03 Declarant

The Declarant shall be Marsh Road Development Corp., a Wisconsin corporation. The term Declarant explicitly excludes the Co-Declarant QRS Company, LLC, it

being the intent of the parties that all powers of the Declarant rest solely with Marsh Road Development Corp. and that Co-Declarant QRS Company, LLC has joined in this Declaration solely for the purpose of subjecting Lot 10 to this Declaration.

3.04 Design Review Committee

The Design Review Committee (hereafter referred to as the "Committee"), shall be created for the purpose of supervising and overseeing the development of Tradesmen Commerce Park with respect to compliance with the provisions of this Declaration.

3.05 Design Review Standard

This term shall mean the combination of the development and design requirements set forth in Article 8 of this Declaration and such other design guidelines as may be adopted by the Committee.

3.06 Improvements

This term shall mean and include every building and all appurtenances thereto of any kind, nature, type, and size in Tradesmen Commerce Park including, but not limited to, principal buildings, accessory buildings, parking structures and garages, parking lots, signs, and major landscaping, screening and physical alterations. It is the intent of the Declarant that this term shall be construed broadly.

3.07 Lot

The term Lot shall include Lots 1 through 10, Tradesmen Commerce Park, in the City of Madison, Dane County, Wisconsin, and any subdivision, consolidation, or lot line reconfiguration of said Lots or any part thereof. The term Lot specifically excludes Outlots 1 through 3, all of which have been dedicated to the City of Madison. The term Lot shall also include future lots of future additions to Tradesmen Commerce Park which may be added to this Declaration by Declarant as provided in Section 11.05 of this Declaration.

3.08 Master Plan

This term shall mean the plan, as may be Developed by the Declarant and as may amended from time to time, which depicts and describes the overall usage and development of Tradesmen Commerce Park and establishes the general framework for development of Tradesmen Commerce Park with respect to areas designated for specific land uses, vehicular and pedestrian circulation, open space, utility corridors, and the general location of stormwater management facilities.

3.09 Owner of Record

This term shall mean to any person (the term person including legally existing entity as provided for in Section 3.11 below) owning or holding a fee simply legal or land contract purchaser equitable interest in real estate located in Tradesmen Commerce Park. In the case of a Lot under a land contract, the purchaser under a land contract shall be considered the owner of record for purposes of this Declaration.

3.10 Parties

This term shall mean and include all of the entities executing this Declaration.

3.11 Person

This term shall mean to both natural persons or legally existing entities.

3.12 Tradesmen Commerce Park

This term shall mean the entirety of Lots 1 through 10, Tradesmen Commerce Park, in the City of Madison, Dane County, Wisconsin. This term shall also include any future lots of future additions to Tradesmen Commerce Park which may be added to this Declaration by Declarant as provided in Section 11.05 of this Declaration.

3.13 Tradesmen Commerce Park Lot Owners Association, Inc.

This term shall mean the Tradesmen Commerce Park Lot Owners Association, Inc., a Wisconsin non-stock corporation organized and existing and pursuant to Chapter 181, Wis. Stats.

3.14 Tenant

This term shall mean to any person (the term person including legally existing entity as provided for in Section 3.11 above) holding a leasehold or other similar interest in any Lot or Building on a Lot in Tradesmen Commerce Park.

**ARTICLE 4
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

4.01 Association

"Association" shall mean the Tradesmen Commerce Park Lot Owners Association, Inc., a Wisconsin non-stock corporation organized and existing under and pursuant to Chapter 181, Wis. Stats. Except as specifically reserved to the Design Review

Committee, the Association, by its Board of Directors, is vested with the power to enforce the provisions of this Declaration.

4.02 Membership

Every Owner of Record shall be entitled and required to be a member of the Association and shall be subject to its Articles of Incorporation, By-Laws, and Rules and Regulations adopted by it for the governance of the Association and enforcement of this Declaration. If title to a Lot is held by more than Owner of Record, each of such Owner of Record shall be a member. An Owner of Record of more than one Lot shall be entitled to one membership for each Lot owned by such Owner(s) of Record. Each such membership shall be appurtenant to the Lot upon which it is based, and shall be transferred automatically by conveyance of that Lot. No person other than a Owner of Record or the Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Lot. The Declarant shall be a member of the Association until the Declarant is no longer an Owner of Record and has surrendered Declarant Control as set forth in Section 4.04.

4.03 Voting Rights

Each Lot shall be entitled to the number of indivisible votes in the Association as hereinafter set forth, subject however to suspension as provided herein. If a Lot is owned by more than one (1) Owner of Record, the vote(s) for the Lot shall be cast as agreed by the Owners of Record of the Lot, and if only one such Owner of Record is present it is irrefutably presumed that Owner of Record has the right to cast the Lot vote(s) unless there is contrary evidence presented prior to the taking of the vote. In the event the Owner of Record cannot agree on the manner in which the vote(s) is (are) to be cast, no vote(s) may be accepted from the Lot. No Owner of Record shall be entitled to vote on any matter submitted to a vote of the Owners of Record of the Lots until the Owner of Record's name and current mailing address has been provided to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Lot from voting on any matter submitted to a vote of the Owners of Record if the Owner of Record has unpaid overdue Association assessments at the time of voting or if the Owner(s) of Record of the Lot are in violation of this Declaration and such violation has not been cured by the time of the voting. If the Owner of Record is a land contract purchaser, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Dane County Register of Deeds.

Each Lot shall be entitled to the number of votes in proportion to the area of that Lot as a percentage of the total area of all Lots, but not less than one (1) vote per Lot and fractional percentages shall be rounded up or down to a whole number of votes (.5 being rounded up). The number of votes for each Lot is as set forth in Exhibit B hereto. If additional Lots are made subject to these Covenants, Conditions and Restrictions as provided for in Section 11.05, the number of votes per Lot shall be recalculated as provided for herein and an amended Exhibit B shall be prepared and recorded with the Dane County Register of Deeds. If two or more Lots are consolidated if a Lot is subdivided, or if, two or more Lots engage in a Lot line adjustment, the number of votes per Lot shall be recalculated as provided for herein and an amended Exhibit B shall be prepared and recorded with the Dane County Register of Deeds.

4.04 Declarant Control

Notwithstanding anything contained in this Declaration to the contrary, and subject to the Declarant's right to limit or terminate its powers at any time, the Declarant shall have the right to solely appoint, subject to Section 4.05 below, and remove the directors of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its directors and officers by the Articles, Bylaws, and the Wisconsin Nonstock Corporation Law, including the right to appoint members of the Design Review Committee, from the date the first Lot is conveyed by the Declarant to any person other than Declarant until the Declarant is no longer an Owner of Record of any Lot and all Lots have been given Design Review Committee approval for initial development of said Lot, at which point the Declarant's power under this Section 4.04 shall terminate. The Declarant may, during the period of Declarant control hereunder, exercise any rights granted to, or perform any obligations imposed upon, under this Declaration through its duly authorized agent.

4.05 Board of Directors

The affairs of the Association shall be governed by a three person board of directors. After conveyance of a Lot by the Declarant to a person other than the Declarant, the non-Declarant Owner(s) of Record by majority vote of the Lot Owners each Lot having one vote may elect one director to the board of directors.

4.06 Supplement

The provisions of this Article are to be supplemented by the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association, provided, however, that no such supplement shall limit, alter or amend any of the rights or obligations of the Declarant as set forth herein.

ARTICLE 5
DESIGN REVIEW COMMITTEE

There is hereby established a Design Review Committee (referred to as the "Committee"), the overall purpose of which shall be to approve proposed building and improvement plans, including but not limited to landscaping and screening, and specifications and enforce the terms and provisions of these Declarations.

5.01 Committee Membership

The Committee shall consist of three (3) voting members, each of whom shall be appointed by the Board of Directors of the Association. As long as the Declarant exercises Declarant control as provided for in Section 4.04 above, the three (3) voting members shall include (i) a member, employee or agent of the Declarant; (ii) a professional member consisting of a licensed architect, a person with building construction experience, a land use planner, or a design or planning professional; and (iii) upon the transfer of title of a Lot from the Declarant to a non-Declarant Owner of Record, a representative of the Owners of Record other than the Declarant. Upon the Declarant no longer exercising Declarant control as provided for in Section 4.04 above, the member, employee or agent of the Declarant shall no longer be a member of the Committee and the Board of Directors of the Association shall appoint a replacement member from category (ii) or (iii). As long as the Declarant exercises Declarant control as provided for in Section 4.04 above, the member of the Committee who is a member, employee or agent of the Declarant shall be the chair of the Committee; otherwise the Committee shall elect a chair by majority vote of the members of the Committee.

5.02 Replacement of Committee Members

In the event any Committee member (other than the member who is a member, employee or agent of the Declarant during the period that the Declarant exercises Declarant control as provided for in Section 4.04 above, is unwilling or unable to serve due to incapacity, death, resignation, or any other cause) the remaining members of the Committee shall have full authority to approve or disapprove building plans and specification until another member can be appointed by the Board of Directors of the Association. During the period of Declarant control as provided for in Section 4.04 above, no vote is valid without the vote of the member, employee or agent of the Declarant.

5.03 Duties and Powers of Committee

The Committee, pursuant to the procedures as set forth in Article 6, shall have the following duties and powers in administrating the provisions of Article 8.:

- (a) To interpret, apply, and enforce the terms and provisions of Article 8.
- (b) To adopt and administer such other and further design guidelines, subject to approval of the Board of Directors, that facilitate and are not inconsistent with the intent and terms and conditions of this Declaration.
- (c) To consider and approve, conditionally approve, or disapprove plans for each building and improvement on all Lots in Tradesmen Commerce Park. No building or improvement may be constructed on any Lot in Tradesmen Commerce Park without having first obtained the written Committee approval.

5.04 Committee Meetings

Meetings of the Committee shall be scheduled as needed by written notice of not less than 48 hours from the Chair to Committee members. Any member of the Committee may call a special meeting by written notice of not less than 48 hours. Meetings shall be deemed to be duly held provided that they are held on notice and attended by a majority of the voting members, which shall constitute a quorum, except that during the period of Declarant control as provided for in Section 4.04 above, no vote is valid without the vote of the member, employee or agent of the Declarant. Attendance at such meeting by a member shall constitute waiver of any notice provision. Each member shall have one (1) vote. All actions and decisions of the Committee shall be made by majority vote of the quorum present, except that during the period of Declarant control as provided for in Section 4.04 above, no vote is valid without the affirmative vote of the member, employee or agent of the Declarant.. The Committee may act without formal meetings by unanimous written consent. The Committee shall keep a written record of all decisions made and actions taken by it for a period of at least ten (10) years.

5.05 By-Laws and Rules

From time to time, the committee may adopt such by-laws, rules, and/or procedures as may be necessary or advisable in its discretion to to govern the workings of the Committee and the application of its powers.

5.06 Limitation of Liability of Committee

The Declarant, the Association, the Board of Directors, the Committee, and the Committee members shall not be liable to any Owner of Record, lessee, or occupant, or any other person for any loss or damage arising out of the consideration, acceptance, conditional acceptance, or rejection of any application submitted to the Committee. The Declarant, the Association, the Board of Directors, the Committee, and the Committee members shall not be liable for any loss or damage actually incurred or claimed as the result of the approval, conditional approval, or disapproval of any application, or for alleged defects in the structural safety, engineering soundness, or conformance of the improvement with applicable building, zoning, or other codes or otherwise, any implied warranty of structural safety, engineering soundness, or conformance of the improvement with applicable building, zoning, or other codes or otherwise being specifically denied.

The Committee's approval or conditional approval of any application and the plans and specifications included therein, shall not be deemed approval or verification of the structural safety, engineering soundness, or conformance of the improvement with applicable building, zoning, or other codes or otherwise. Each applicant and Owner of Record acknowledges and agrees that in return for the Committee's consideration of its application, said applicant and Owner of Record, or anyone claiming under them or through them, will be deemed to have agreed to make no claim nor bring any action or suit against the Declarant, the Association, the Board of Directors, the Committee, or any of the Committee members arising out of the approval, conditional approval, disapproval, or implementation of any application.

The Declarant, the Association, the Board of Directors, the Committee and the Committee members shall not be liable to any person or entity submitting application or plans for approval, or seeking any other approval under this Declaration, or to any other person or entity affected by this Declaration, by reason of engineering, architectural or technical errors or omissions in the application or plans or materials submitted for approval. The Declarant, the Association, the Board of Directors, the Committee and the Committee members shall not be deemed to provide architectural or engineering services in the review and approval of application or plans, or in any other manner. The Declarant, the Association, the Board of Directors, the Committee and the Committee members shall not be responsible for inspecting improvements during construction or for ensuring compliance with approved application plans. Any such implied warranty of fitness or compliance is specifically denied.

Any person or entity constructing improvements or causing improvements to be constructed on any Lot shall be solely responsible for the safety thereof and for compliance with all governmental or other requirements pertaining thereto, including the obtaining of required building permits. Approval by the Committee shall not be

deemed to satisfy or to exempt any person or entity from the obligation to comply with any applicable governmental or other requirements.

A complete set of plans and specifications with the Committee approval thereon shall be filed with the Inspection Unit of the City of Madison Department of Planning and Community and Economic Development Department, or successor agency of the City of Madison, for its files. Any application to governmental entities for approvals and permits shall be based on the plans approved by the Committee.

ARTICLE 6 PROCEDURE FOR REVIEWING APPLICATIONS

6.01 Application Procedure

Application for construction of buildings or improvements shall be submitted in writing to the Chair of the Committee at such Chair's business office or other address specified by the Chair. The initial Chair of the Committee shall be at the following address:

Mr. Craig Enzenroth
Marsh Road Development Corp.
c/o The Gallina Companies
8500 Greenway Boulevard Suite 200
Middleton, WI 53562

Upon receipt of an application, the Chair of the Committee shall schedule a meeting with the applicant and the Committee within fourteen (14) days of the application submittal. At the meeting the applicant will be requested to present the plans and specifications to the Committee and to respond to questions that the Committee may have regarding the proposal.

6.02 Application Submittal Requirements

Applicants for approval to construct buildings or improvements on any Lot in Tradesmen Commerce Park shall be required to submit sufficient material prior to the Committee meeting for the Committee to adequately consider the proposal. All applicants shall submit four (4) copies of all plans and specifications so that submittal information can be provided to each Committee member and a file copy be retained by the Committee. Such applications shall include:

- (a) A detailed site plan showing the location of all:
 - (i) existing lot lines and easements;
 - (ii) trees and vegetation, with species and size noted;

- (iii) foot print of any proposed improvements, including any proposed areas for future expansions, including building foot print, parking lot areas, driveway and sideswalk areas, sign and informational structure areas, and exterior storage areas;
 - (iv) location of light poles; and
 - (v) location of all existing and proposed utilities including sanitary and storm sewers and laterals and access points, water mains and laterals, gas lines, electrical lines and telecommunication lines; as well as all transformers, utility and switch boxes.
- (b) A detailed grading plan, including:
- (i) existing grades and proposed grades;
 - (ii) erosion control plans to be used before, during and after construction;
 - (iii) all stormwater management detention basins and drainage ways as well as stormwater control measures and structures, including infiltration trenches, rain gardens, detention and retention structures, basins, ditches, swales and ponds.
- (c) Detailed architectural plans for all proposed buildings and screening showing:
- (i) building(s), accessory buildings, roof mounted equipment, walls and fences;
 - (ii) loading docks, overhead doors and service entrances;
 - (iii) parking lots and structures;
 - (iv) building setbacks and other improvements; and
 - (v) exterior light poles and lighting fixtures, together with photometric information;
 - (vi) fencing and other screening and
 - (vii) flag poles;
- Such plans shall include specifications designating size, configuration, structural systems, exterior appearance, materials, and colors to be used in construction. All floor plans shall specify proposed used.
- (d) Landscaping plan and plantings including:
- (i) existing vegetation specifying the size and species of any trees; and
 - (ii) proposed plantings, showing location, sizes and species, including general ground cover, flowers, shrubs and trees.
- (e) Plans for all signs to be erected, including details of materials, location, design, size, color, and lighting. (Note: Applicant is still required to comply with and obtain City of Madison sign permit.)
- (f) A statement of the proposed use and operation of the facility, including :

- (i) the nature of the internal and external operations, including products produced and services provided, manufacturing processes, and material handled including any hazardous materials;
 - (ii) number of employees and workshifts,
 - (iii) parking demands, traffic generation, nature and timing of deliveries and shipments, and hours of operation;
 - (iv) noise emissions
 - (v) any other types of emissions; and
 - (vi) liquid and solid waste generation.
- (g) All plans, site, architectural, landscaping and engineering, shall be drawn to scale, dimensioned and with square footage noted.
- (h) A description of the proposed building and site use sufficient to permit the Committee to evaluate the the utility of the site plans and building architecture plans..
- (i) If the applicant is other than the Owner of Record, the written approval of the Owner of Record for the application.
- (j) Any other information as may be reasonably required by the Committee in order to insure compliance with the provisions of this Declaration, including the submission of a materials board, including any application form provided by the Committee..

6.03 Committee Action

The Committee shall take action on application within thirty (30) days after receipt of all the information required by the Committee for a complete evaluation. In its sole discretion, provided only that it not act capriciously or arbitrarily, the Committee may approve, conditionally approve, or disapprove applications submitted to it. An approval or conditional approval given may be revoked or modified by the Committee if it is subsequently determined that the approval or conditional approval was induced by or resulted from incomplete or incorrect information submitted to the Committee in connection with the application for approval. Any disapproval of an application shall include the specific reasons for the denial, including plan deficiencies and/or violation of the the provisons of this Declaration and/or design guidelines together with, if practical, proposed changes that would be necessary to obtain Committee approval or conditional approval.

6.04 Basis for Disapproval

The Committee shall have the right to disapprove any application submitted to it for the following reasons:

- (a) An application submittal is incomplete or otherwise inadequate in the judgment of the Committee to support an informed decision on the proposed building or other improvement;
- (b) The proposed improvement is not in conformance with the terms and provisions of this Declaration or guidelines adopted by the Committee;
- (c) The proposed improvement is not compatible in use, size or design with other improvements in the Tradesmen Commerce Park.

6.05 Result of Committee Inaction

The Committee shall approve, conditionally approve or disapprove any application within thirty (30) days after receipt of all the information required by the Committee for a complete evaluation. In the event the Committee fails to specifically approve, conditionally approve or disapprove any such application within such period, the application shall be conclusively deemed to have been disapproved unless within said time period, the Committee provides the applicant with written notice of the need for more time to evaluate the submitted information, in which case there shall be no presumption of disapproval until the expiration of the extended time for consideration as set forth in such notice.

6.06 Fees

At the option of the Committee, it may impose such fees as it deems necessary or appropriate to offset all or part of the expenses it incurs in connection with the consideration of use and development applications submitted to it. Fees may include reimbursement for expenses incurred by the Committee in reviewing an application. Said fees shall not exceed \$250.00 unless specifically approved by the Association's Board of Directors.

6.07 Commencement and Construction

Upon receipt of written notice of approval from the Committee pursuant to this Article 6, the applicant obtaining such approval shall, as soon as practical, satisfy all remaining conditions or contingencies relating to such approval and shall commence and complete construction of the improvements in accordance with the development plans and specifications approved by the Committee. If construction is not

commenced within one hundred eighty (180) days following the date of such approval of the application, or such longer or shorter period of time as may be expressly required or permitted by the Committee, then the approval shall be deemed revoked unless extended by the Committee.

6.08 Option to Repurchase for Failure to Commence Construction

On any Lot conveyed by deed from the Declarant, construction shall be commenced within eighteen (18) months from the date of such deed unless at the time of the delivery of the deed or thereafter the Declarant grants a longer period of time. Upon violation of this restriction, the Declarant shall have the option, exercisable by written notice to the Lot owner of record within ninety (90) days of the expiration of such eighteen (18) month or longer period, to have said Lot conveyed to the Declarant at the original sales price, free and clear of any liens and encumbrances created by act or default of the Owner of Record of such Lot, with taxes and installments on assessments for the years in which such conveyance occurs being prorated as of the date of such conveyance. Commencement of construction for this Section 6.08 shall be deemed upon the initial grading of the Lot and the completion of all footings, building slabs and basements as provided for in the approved plans and specifications.

6.08A Right of First Refusal as to Vacant Land

In the event that any Owner of Record desires to convey any vacant Lot or any vacant portion of any Lot to a third party within three (3) years of purchasing it from the Declarant, the Owner of Record shall first give written notice of such proposed conveyance to the Declarant, together with the terms and conditions of such proposed conveyance. The Declarant shall have fifteen (15) days after receipt of such written notice to offer to give written notice of intent to purchase such vacant lot or vacant portion of such Lot upon such terms and conditions, and upon making such written notice of intent to purchase, the Owner of Record shall sell and the Declarant shall purchase such vacant Lot or vacant portion of such Lot, closing to occur within thirty (30) days of Declarant providing such notice of intent to purchase. No sale by an Owner of Record in violation of this Section 6.08A shall be valid. If the Declarant fails to give such notice of intent to purchase as herein provided, the Declarant's right of first refusal as to the proposed third party purchaser and as to the specific terms and conditions of sale shall lapse, but shall remain any proposed future sale of such vacant Lot or such vacant portion of such Lot.

6.09 Completion of Construction

Subject to unforeseen delays due to war, national emergencies, weather, power failure, unavailability of material or labor, strikes or other labor unrest, other reason of like nature beyond the control of the applicant, or acts of God, all construction shall

be completed within twelve (12) months from the date of commencement of construction. The Committee, may in its discretion, extend the period of construction and shall extend the period of construction due to war, national emergencies, weather, power failure, unavailability of material or labor, strikes or other labor unrest, other reason of like nature beyond the control of the applicant, or acts of God

6.10 Changes in Plans or Specifications; Variances

No material changes in the plans or specifications may be made in the approved application and information submitted therewith after approval by the Committee without first seeking and obtaining the Committee's express written approval of such changes, which change request shall follow the procedure as outlined for new applications . The Committee may, in its sole and absolute discretion, grant variances from the requirements of Design Standards of Article 8 of this Declaration and the architectural and development guidelines promulgated by the Committee, provided that the Committee first considers whether and then determines that such requested variance will not materially adversely affect the use and development of any other Lot or improvements then existing or contemplated for the future, and would not unreasonably interfere with the use and enjoyment of any other Owner of Record or lessee. No variance granted pursuant to this subsection shall constitute a waiver of any provision of these the Design Standards of Article 8 of this Declaration and guidelines as applied to any other Lot, Owner of Record, lessee, or factual circumstance.

6.11 Completion Certificate

Within thirty (30) days after a written request is delivered by the applicant to the Committee, together with a certificate from the Owner of Record or lessee, certifying that the building and improvements have been completed in accordance with the approved plans and specifications, the Committee shall cause the improvements to be inspected by it. If the Committee agrees with the Owner of Record or Lessee that the project has been completed in compliance with such approved plans and specifications, the Committee shall furnish the Owner of Record or lessee with a Certificate of Completion in recordable form certifying that the building and improvements made on or within the specified Lot, are in compliance with these Declarations and the approval given by the Committee. Any Owner of Record, lessee, purchaser, or encumbrancer in good faith and for value shall be entitled to rely upon said Certificate of Compliance with respect to the matters set forth therein, such matters being conclusive as between the Committee and all subsequent parties in interest. In the event the Committee is not satisfied that the building and improvements have been completed in accordance with such approved plans and specifications, the Committee shall provide the applicant with a written notice of noncompliance, identifying with particularity the items and/or causes of such

- (xx) Medical, dental and optical clinics;
- (xxi) Drive-up windows for banks and financial institutions;
- (xxii) Massage therapy;
- (xxiii) Adult entertainment establishments;
- (xxiv) Handgun shop;
- (xxv) Farmers markets;
- (xxvi) Cemeteries;
- (xxvii) Park and ride lots;
- (xxviii) Adult day care facilities;
- (xxix) Airport and aircraft landing fields and heliports;
- (xxx) Amusement establishments, including fairgrounds, permanent carnivals, kiddie parks and other similar outdoor amusement facilities;
- (xxxi) Junkyards and automobile storage yards;
- (xxxii) Outdoor eating and recreational areas for restaurants and taverns;
- (xxxiii) Parking facilities, open and accessory and garages, for the storage of private passenger vehicles only (parking of automobiles in lots and structures for the parking of automobiles for employees and invites to permitted business does not constitute storage of private passenger vehicles);
- (xxxiv) Railroad freight terminals, railroad switching and classification yards, repair shops and roundhouses;
- (xxxv) Second hand stores and rummage shops;
- (xxxvi) Theatres; automobile drive in;
- (xxxvii) Adult entertainment taverns;
- (xxxviii) Beauty parlors and barbershops;
- (xxxix) Amusement arcades; and
- (xxxx) Drive-in establishments.

7.03 Nuisance

All Owners of Record, lessees and business operators within the Tradesmen Commerce Park recognizes that the purpose of the park is to provide lots for light industrial use and nuisances, offensive or noxious odors, lighting, fumes, dust, smoke, noise, vibration, pollution, glare or other nuisance, or hazardous uses by reason of danger of fire or explosion may exist. No nuisance or offensive or noxious odors, lighting, fumes, dust, smoke, noise, vibration, pollution, glare or other nuisance, or hazardous uses by reason of danger of fire or explosion in violation of the laws of the City of Madison, Dane County, State of Wisconsin, or the Federal Government shall be permitted within the Tradesmen Commerce Center. All Owners of Record, lessees and business operators within the Tradesmen Commerce Park shall use best practices to minimize any nuisance, including offensive or noxious odors, lighting, fumes, dust, smoke, noise, vibration, pollution, glare or other nuisance, or hazardous uses by reason of danger of fire or explosion.

noncompliance and the Owner of Record or lessee shall expeditiously complete or correct said items as weather permits.

ARTICLE 7 USE RESTRICTIONS

7.01 Permitted Uses

Permitted uses, including conditional uses as permitted under the City of Madison zoning code, shall include and be limited to permitted and conditional uses within the City of Madison M1 Limited Manufacturing District zoning code set forth in Section 28.10(4) of the Madison General Ordinance, as may be amended from time to time, subject to all other applicable governmental rules, laws, ordinances or regulations, excepting Precluded Uses as set forth in Section 7.02 below:

7.02 Precluded Uses

Notwithstanding the permitted and conditional uses provided for within the City of Madison M1 Limited Manufacturing District zoning code set forth in Section 28.10(4) of the Madison General Ordinance, as may be amended from time to time, the following uses shall be prohibited (heretofore and hereinafter "Precluded Uses"):

- (i) amusement establishments, including archery ranges, bowling centers, dance halls, golf driving ranges, gymnasiums, pool halls, swimming pools, skating rinks and other similar indoor amusement facilities;
- (ii) animal hospitals and kennels including outdoor dog runs or exercise pens;
- (iii) Feed mixing and grinding plants;
- (iv) Poultry and rabbit, slaughtering and processing;
- (v) Shell egg business, candling, cartooning and distributing;
- (vi) Banks and financial institutions;
- (vii) Drugstores;
- (viii) Retail furniture and floor covering sales;
- (ix) Mobile home sales and service establishments;
- (x) Model homes or garage displays;
- (xi) Offices, business and professional, except accessory to a permitted or conditional use;
- (xii) Parks and playgrounds;
- (xiii) Radio and television studios and stations;
- (xiv) Stadiums, auditoriums and arenas, open or enclosed;
- (xv) Taverns;
- (xvi) Nursery schools;
- (xvii) Motor salvage yards;
- (xiii) Mission houses;
- (xix) Restaurants and theatres;

ARTICLE 8 DESIGN STANDARDS FOR IMPROVEMENTS

The design objective for all building architecture and site layout within Tradesmen Commerce Park are to create an attractive setting for industrial and manufacturing uses in accordance with the City of Madison zoning code and for the development of a commerce park that sets high standards for quality and excellence in building design and site lay-out while recognizing the basic purpose of the Park. Individual projects are encouraged to display creativity and unique identity while creating a harmonious blend of all projects for the total commerce park development. The ultimate goal will be the creation of a commerce park with a unique and enduring design which makes a statement of functionality and integrity within the requirements of the City of Madison zoning code and recognizing the basic intended use of the commerce park as an industrial and manufacturing site. To accomplish the purposes set forth in Article 8 of this Declaration, improvements in Tradesmen Commerce Park are subject to the following limitations and requirements, subject to the variance powers of the Committee:

8.01 Building

Without being unduly restrictive, buildings shall be architecturally designed and built with such standards and specifications that will be in harmony with neighboring Lots and complimentary as possible to the entire concept of Tradesmen Commerce Park. The use of certain building materials may be discouraged or restricted by the Committee. It is intended that the front façade and street and joint driveway side facades shall be of brick, stone, architectural concrete panels, EFIS, architectural metal or wood and/or glass including curtain walls. Common concrete block, structural cement, non-architectural use of prefabricated metal siding and the like, will not be approved for any façade fronting on a street, and are discouraged for other facades unless the façade is an expansion wall. However, this prohibition will not exclude the use of architectural concrete block. The use of these materials elsewhere shall only be in a manner approved by the Committee. All elevations of a building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture when permitted, shall occur at points relating to the massing, fenestration or overall design concept of the building. The use of earth-tone colors will be encouraged and emphasized, and colors which are not compatible with that of neighboring Lots will be prohibited. All utilities serving any building and the premises shall be underground. All roof top equipment and structures shall be concealed by screening materials which form an integral part of the design to minimize visibility from streets and adjacent Lots. All detached equipment, materials or structures, such as gas meters, electrical and telephone boxes, satellite discs, etc. shall be concealed by landscaping or decorative screening as part of the integrated, overall design of the project.

8.02 Land/Building Greenspace Ratio

All Lots shall comply with the green space requirements of Section 28.10 (4) of the Madison General Ordinances governing the M1 Limited Manufacturing District. Per the Shoreland zoning requirements, building coverage for Lots 9 and 10 shall be limited to thirty percent (30%).

8.03 Building Setbacks/Height

All Lots shall comply with the front, side and rear yard setback requirements of Section 28.10 (4) of the Madison General Ordinances governing the M1 Limited Manufacturing District. Where two or more Lots have been consolidated, the various setbacks shall be from the external perimeter Lot lines of the consolidated Lots. The maximum building height shall not exceed 35 feet except for architectural design elements to enhance the building design as approved by the Committee.

8.04 Storage

Storage shall be limited to materials used in business operations, the manufacturing process on-site, or to finished products not yet shipped to their final destination and will be temporary in nature. No inoperable, dilapidated or junked vehicles or equipment of any kind may be kept upon any Lot except within a fully enclosed building. No fuel or chemical in-ground storage that is not in compliance with applicable Federal, State and Local laws and regulations shall be allowed in the Tradesmen Commerce Park. No outdoor storage of articles, goods, materials, finished or semi-finished products, incinerators, storage tanks, refuse containers or like equipment shall be permitted except as allowed by the Committee subject to conditions the Committee may specify in writing. If such storage is allowed, such authorization shall require that the use be located to the rear of the building or on an interior sideyard behind the front yard setback and enclosed or screened. Walls, berms, and/or fencing as approved by the Committee will be considered appropriate for screening purposes.

8.05 Towers and Other Ancillary Structures

No water tower, storage tank, solar collector, telecommunications tower, cooling tower, or other outside ancillary structure or outside equipment shall be constructed, erected or placed in the Tradesmen Commerce Park without the prior written approval of the Committee. This restriction includes exterior television and radio receiving and transmission antennae, satellite signal receiving or transmitting dishes, cellular or digital telephone antennae systems and microwave radio towers, dishes and antennae.

8.06 Freight Handling

All freight loading berths shall be located to the rear of the building or on the side yard behind the front yard setback

8.07 Canopies

Design of canopies shall be in keeping with the design of the building.

8.08 Exterior Lighting

Every Lot on which a building is approved shall have exterior lighting installed in accordance with a lighting plan approved by the Committee. In its review of lighting plans, the Committee shall take into consideration the following guidelines:

- (a) The purpose of exterior lighting shall be to illuminate pedestrian walks and spaces, to illuminate parking and service areas, and to provide security.
- (b) Exterior lighting shall not illuminate or otherwise adversely impact neighboring properties.
- (c) Lighting standards for parking areas and security lighting should not be taller than twenty-five (25) feet.
- (d) Lighting fixtures and standards should be harmonious with the overall design theme of Tradesmen Commerce Park.
- (e) All lighting fixtures used within Tradesmen Commerce Park shall be energy efficient.

8.09 Drainage, Erosion Control and Lateral Support

The drainage pattern on any Lot shall not be changed significantly and no change in the drainage pattern onto lands adjacent to the Lot shall be allowed. Specific Lot drainage, erosion control, and grading plans, shall be submitted as part of the application, plans and specifications, and in addition to review and approval by the Committee under Section 6 herein, shall be approved by the City of Madison Engineering Department. Each Owner of Record shall be responsible for (1) prevention of erosion of its Lot, (2) control of runoff of silt debris or sedimentation from its Lot onto adjacent drain systems or properties, (3) removal of any such runoff, erosion, or sedimentation, and (4) repair of any damage to such Lot or adjacent Lot by such runoff, erosion or sedimentation. Notice is hereby given that in the event that an Owner of Record fails to comply with any of the foregoing obligations within seven (7) calendar days after receipt of notice from the City of Madison, the City may, at its

sole discretion but without any obligation to do so, perform such obligations. If the City performs the work, all costs incurred shall be assessed to the Owner of Record and added to the Owner of Record's property tax bill for the Lot.

Storm drainage from the Lot shall be in compliance with all Wisconsin Department of Natural Resources rules and regulations and in accordance with all City of Madison, and Plat requirements.

No owner of record shall perform any excavation which may result in loss of lateral support to any adjacent Lot.

8.10 Repair of Building

No building or improvement, including landscaping, upon any Lot shall be permitted to fall into disrepair and each such building and improvement, including landscaping, shall at all times be kept in good condition and repair and adequately painted or otherwise finished and maintained. In the event of damage or destruction to any such building or structure, including landscaping, such building or structure, including landscaping, shall be repaired or reconstructed in accordance with previously approved plans and specifications without resubmission of such plans and specifications to the Committee for its approval except if the Owner of Record or lessee desires a change, in which case any change to the approved Application shall require submission and written approval by the Committee in accordance with Article 6 of this Declaration.

8.11 Parking

- (a) Generally. Each Lot shall have adequate paved off-street automobile parking as approved by the Committee. No parking will be permitted on any street, driveway, or any place in the Tradesmen Commerce Park other than in approved parking spaces. Overnight parking of campers, mobile homes, boats, trailers, and similar vehicles is prohibited unless prior written approval is obtained from the Committee.
- (b) Regulations. Off street parking and loading shall be provided as required by the City of Madison's Zoning Ordinance and rules and regulations as adopted by the Committee.
- (c) Location. Each business must have on-site parking sufficient to accommodate the needs of each respective business. The parking lot shall be located to the rear of the building or on the side yard behind the front yard setback. Customer parking may be in the front yard with prior approval of the Committee; such parking shall be located at least seven to ten feet from any lot line and at least eight feet from the building.

- (d) Requirement to Pave Surface. All parking surfaces, roadways, driveways, and loading areas shall be paved with a bituminous or concrete surface prior to occupancy of the Lot, except for reasonable weather related delays approved by the Committee. Notwithstanding the foregoing, the Committee may approve hard packed exterior areas used for the storage and processing of material or equipment used in the industrial/manufacturing process or otherwise used in the operation of its business to remain unpaved.
- (e) Driveways and Loading Areas. Driveway and loading areas shall be large enough to accommodate all vehicle maneuvering on the Lot. Driveway points of access to public streets must be approved by the Committee.

8.12 Landscaping

- (a) Open Spaces. All open spaces shall be dustproof, surfaced, landscaped, rockscaped, or planted as lawns. The front yard setback area shall be landscaped with an effective combination of street trees, trees, ground cover and shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner. Subject to parking as may be approved by the Committee, the entire area between the right-of-way and the building setback line of any property shall be landscaped with a combination of landscape plantings and earth berms to interrupt or screen all of the use areas with the exception of the building facade.
- (b) Buffer. Side and rear yard setback areas not used for parking, drives, or storage shall be landscaped using ground cover and/or shrub and tree materials. There shall be a minimum of seven to ten foot buffer area reserved along side and rear Lot lines.
- (c) Future Expansion. Undeveloped areas proposed for future expansion shall be maintained in a weed-free condition.
- (d) Parking and Loading. The areas used for parking and loading shall be landscaped and/or fenced in a manner as to interrupt said areas from view from public streets and public use areas and adjoining properties. Plant materials used for this purpose shall consist of lineal or group masses of shrubs and/or trees.
- (e) Storage and Refuse Collection Areas. Any approved outdoor storage areas and refuse collection areas shall be visually screened from view from public streets and public use areas on adjacent properties. Such screening shall form a complete opaque screen up to a point eight (8) feet in vertical height. Such areas shall be located in the rear of the building or on the side yard behind the front yard setback.

8.13 Other Structures and Building Standards

- (a) Temporary Structures. No temporary structures or trailers are to be permitted without prior approval of the Committee, except those belonging to construction companies during periods of construction and tents used for special events.
- (b) Fencing. No fences shall be constructed on any Lot without the approval of the Committee. Fencing shall be constructed only of permanent materials such as pressure-treated wood, masonry, vinyl or metal, and shall be approved by the Committee in every instance. Plantings shall be provided at the base of all fencing where such base is visible from any dedicated or reserved public street.
- (c) Electrical and Air Conditioning. All electrical and air conditioning structures, including towers and air handling units, regardless of location and whether on the roof or otherwise shall be screened by landscaping or by decorative screening which form an integral part of the design. Solar panels, towers and vent stacks made part of the building architecture may not require screening.
- (d) Facing. All buildings shall be sited on the Lot to present their most desirable face to the street and, where possible, shall be related to buildings on adjoining Lots.

8.14 Utility Connections

- (a) Installation. All utility connections, including all electrical and telephone connections and other installations of wires to buildings, shall be made underground from the nearest available source. No transformer shall be located on any power pole nor hung on the outside of any building. All transformers shall be placed on or below the surface of the Lot and where placed on the surface shall be adequately screened and fenced; all such installations shall be included in and approved as part of the Application.
- (b) Easements. The Board of Directors shall have the right to grant easements for utilities within the setback areas of any Lot for the benefit of Owners of Record of other Lots within the Tradesmen Commerce Park. Such easements shall be recorded with the Register of Deeds for Dane County, Wisconsin. No such easement shall be granted in an area of a Lot which has been paved or otherwise improved (other than by way of landscaping). All such grants of easements shall be only upon the approval of the Lot Owner of Record, such approval not to be unreasonably withheld. The Lot Owner of Record shall be not be responsible for the cost of the easement, the installation of the utilities, and the repair of any disturbed areas except if the easement is being granted for the benefit of that Owner of Record.

8.15 Signs

No signs, shades or awnings, shall be permitted except signs identifying the name, business and products of the person or firm occupying the Lot, and those offering the premises for sale or lease. The size and style of all permitted signs must be approved by the Committee in writing. No billboards nor exterior searchlights, loud speakers, amplifiers or similar devices for light or sound promulgation shall be permitted.

Sign locations shall be governed by the setback requirements unless written permission is given by the Committee for a non-conforming location.

Notice is given that all signs must be approved by the City of Madison and must comply with the City of Madison General Ordinance, including sign permit requirements.

8.16 Maintenance

- (a) General Maintenance. The Owner of Record of any site Lot have the duty of, and responsibility for, keeping the premises, buildings, improvements, appurtenances, storm water management areas and landscaping of the Lot, in a well-maintained, safe, clean, and attractive condition at all times. Although the Owner of Record may by contract require tenant occupants to perform these duties, the Owner of Record shall be responsible for duties arising under this Section. All grass, trees, and shrubbery must be kept in good appearance at all times. All grass must be cut whenever necessary and weeds must be controlled. Each Owner of Record shall be responsible for removal of any rubbish or trash of any character which may accumulate on a Lot. Damaged or cracked areas of all parking lots, sidewalks, and other hard surfaces shall be promptly repaired or replaced. Each Owner of Record shall be responsible to maintain its Lot to the Lot lines even if there are no improvements on the Lot.
- (b) Right to Act on Owner's Behalf. If the Owner of Record fails to properly maintain its Lot as herein provided, the Committee may give such Owner of Record written notice of such failure and the Owner of Record shall, within fifteen (15) days of such notice undertake the maintenance required in said notice. In the event that the Owner of Record fails to comply with the requirements of said notice, the Committee has the right and power, but not the obligation, to enter onto the Lot and premises therein and to perform such maintenance. All cost incurred by the Committee in the performance of such maintenance shall be specially assessed back by the Committee in the name of the Association as provided for in the bylaws of the Association.

- (c) Maintenance During Construction. It shall be the responsibility of each Owner of Record to insure that construction sites are kept secure and free of unsightly accumulations of rubbish and scrap materials.

**ARTICLE 9
ADDITIONAL LIMITATIONS AND REQUIREMENTS**

9.01 General Restrictions

No use or activity shall be conducted on or within Tradesmen Commerce Park which:

- (a) Is prohibited by any applicable governmental requirement including, without limitation, applicable zoning ordinances.
- (b) Violates the provisions of any deed, lease or other agreement between the Declarant and any Owner of Record or Lessee; or
- (c) Constitutes a nuisance or is environmentally illegal.

9.02 Duty to Rebuild

If all or any portion of any building or other improvements are damaged or destroyed by fire or other casualty, the Owner of Record or lessee thereof shall either rebuild, repair, or reconstruct the building or other improvements to substantially the same condition and appearance as prior to such casualty or with such alterations as may expressly approved by the Committee, or raze and remove the damaged improvements and restore the Lot to substantially its unimproved condition. Subject to unforeseen delays due to war, national emergencies, weather, power failure, unavailability of material or labor, strikes or other labor unrest, other reason of like nature beyond the control of the applicant, or acts of God, such Owner of Record or lessee shall proceed expeditiously and with due diligence and shall cause clean up or reconstruction to commence within three (3) months after the date of such casualty and be pursued to completion in a diligent fashion.

9.03 Insurance Obligation

Each Owner of Record and lessee of any Lot shall keep all buildings and other improvements thereon insured for the full replacement value thereof against loss or damage by fire, wind storm or other casualty under the standard forms of extended coverage insurance now in general use in the State of Wisconsin.

9.04 Inspection and Right of Entry

During reasonable hours, and upon forty-eight (48) hours notice, the Board of Directors and Committee or their respective authorized representatives shall have the right to enter upon any Lot or buildings or other improvements located thereon and inspect the Lot and the building or other improvements thereon for the purpose of determining whether or not the provisions of this Declaration and have been or are being complied with. The Owner and Tenant may have a representative attend the inspection. Such inspection shall not be deemed guilty of trespassing by reason of such entry or inspection. The Board of Directors and the Committee shall use their best efforts not to compromise security measures and shall strive not to interfere with normal conduct of business when inspecting Lot and the buildings and other improvements under this provision.

**ARTICLE 10
ADMINISTRATION AND ENFORCEMENT**

10.01 Enforcement

The Association, by its Board of Directors, has full power and authority to enforce the provisions of this Declaration. The Association shall have the sole right to enforce the provisions of this Declaration by proceedings at law or in equity for a period of thirty (30) days from the date on which any Owner of Record of a Lot subject to this Declaration files a complaint with the Board of Directors alleging a violation of this Declaration. If the Board of Directors denies the complaint or fails to commence proceedings to remedy the alleged violation within the thirty (30) day period, then the complainant shall have the right to enforce the provisions of this Declaration by proceedings at law or in equity, provided, however, that the complainant must commence such proceedings within a period of ninety (90) days from the date the complaint was first filed with the Committee or must refile the complaint with the Board of Directors. The complainant's right to commence any proceedings to enforce this Declaration shall be conditioned on the complainant being either: (a) the Declarant; or (b) an Owner of Record of a Lot located within Tradesmen Commerce Park. The failure of these parties to enforce any restrictions herein contained shall in no event be deemed to be a waiver of right to do so thereafter, nor the right to enforce any other restrictions. All complaints by the Committee of any non-compliance with the Procedural provisions of Article 6, the Design Standards of Article 8, the design guidelines as approved by the Committee, or of failure to construct in conformity with Committee approvals or conditional approvals, shall be forwarded to the Board of Directors for enforcement. The Association, by its Board of Director, may establish an annual assessment to cover the cost of enforcement (not to exceed \$250.00 per year per Lot unless disapproved by majority vote of the Owners of Record within thirty (30)

days of notice of the annual assessment, with each Lot having one vote.) Such assessment shall be pro-rated among the Lots based upon square foot area. If any Owner of Record fails to pay the assessment within thirty (30) days of billing, the vote associated with that Lot is suspended until the assessment and all costs of collection are paid in full. In addition, the Association may file a lien against that Lot for the assessment owing, which lien may be foreclosed as provided by law. All amount owing to the Association, whether annual or special assessments, shall be due and payable within thirty (30) days of billing and shall incur interest at the annual rate of eighteen percent (18%) if not paid within said thirty (30) days.

10.02 Attorney's Fees

In any legal or equitable proceedings for the enforcement, or to restrain the violation, of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable and necessary attorney's fees and costs for the prevailing party or parties in such amount as may be fixed by the court in such proceedings, except that Association shall not be liable for attorney's fees or costs other than statutory attorneys fees and costs.

10.03 Severability

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions.

10.04 Municipal Ordinances

If the City of Madison's general ordinances differ from those set forth in this Declaration, then compliance with the more restrictive provisions shall be required. Nothing herein is intended to affect the applicability of the ordinances of the City of Madison in the use and development of Tradesmen Commerce Park and said ordinances shall apply to all Lot Owners of Record and tenants in accordance with their terms.

10.05 Amendment, Waiver and Termination

This Declaration, or any covenant, condition, or restriction contained herein, may be terminated, waived or amended, as to the whole Tradesmen Commerce Park or any portion thereof, at the discretion of Declarant. At such time as more than eighty percent (80%) of the total square footage of Lots within the Tradesmen Commerce Park has been conveyed to persons other than the Declarant, then this Declaration, or any covenant, condition, or restriction contained herein, may be terminated or amended only with the written consent of Declarant and the owners of record of two-thirds (2/3) of the square footage of the Tradesmen Commerce Park not owned by Declarant. At such

time as Declarant ceases to have any interest in the Tradesmen Commerce Park, then this Declaration, or any covenant, condition, or restriction contained herein, may be terminated or amended, only with the written consent of the owners of two-thirds (2/3) of the square footage of the Tradesmen Commerce Park.. Any written consent described in this Section that terminates or amends this Declaration shall be in recordable form and shall take effect upon recordation.

10.06 Term

The benefits and burdens of the covenants, conditions, and restrictions of this Declaration shall run with the land and shall bind, and inure to the benefit of, any owners, tenant or occupant of any land subject to this Declaration, their successors and assigns. This Declaration shall continue in effect for the period of twenty (20) years from the date this Declaration is initially recorded. After the expiration of such twenty (20) year period, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless terminated as provided for in Section 10.05.

10.07 Governing Law

This Declaration shall be governed by the laws of the State of Wisconsin.

ARTICLE 11 MISCELLANEOUS

11.01 Paragraph Headings

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

11.02 Constructive Notice and Acceptance

Every person or other entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Tradesmen Commerce Park made subject to this Declaration is and shall be conclusively deemed to have consented and agreed to every covenant, condition and provision contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in said Property.

11.03 Mutuality, Reciprocity

All covenants, conditions, restrictions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Tradesmen Commerce Park now or hereafter made subject to this Declaration; shall create mutual,

equitable obligations upon each parcel in favor of every other parcel, shall create reciprocal rights and obligations between the respective Owners of Records and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns; and shall, as to the Owner of Record of each Lot their heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all parties.

11.04 Rights of Mortgagees

All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages now or hereafter executed upon the Property subject to this Declaration, and none of said provisions hereof shall supersede or in any way reduce the security or affect the validity of any such mortgage; provided, however, that if any portion of the Lot is sold under a foreclosure of any mortgage, any purchaser of such sale and his, her, their or its successors and assigns, shall hold any and all Property so purchased subject to all of the provisions of this Declaration.

11.05 Addition to Tradesmen Commerce Park

The Declarant has the right but not the obligation to create and add future phases to Tradesmen Commerce Park from the lands described in Exhibit A hereto. Notwithstanding any other provision of this Declaration, the Declarant has the unilateral right to amend this Declaration to include such future phases as part of the Tradesmen Commerce Park and subject to this Declaration. Upon the recording of such an amendment to this Declaration, such Lots shall be considered Lots under this Declaration of all purposes as if such Lots were originally included in this Declaration.

11.06 Sign Easement Areas

Tradesmen Commerce Park identification sign easements for the Tradesmen Commerce Park are as shown on the Plat of Tradesmen Commerce Park. The Declarant has the right but not the obligation to create and add future Tradesmen Commerce Park identification sign easements for future phases to Tradesmen Commerce Park as provided for in Section 11.05 above. The Declarant has the right, but not the obligation, to construct and landscape Tradesmen Commerce Park identification signs within said easement areas. Upon such construction and landscaping, the Committee shall maintain such signage, including any signage lighting, and landscaping in good repair and condition. The cost of such maintenance and repair, including any replacement as necessary, together with any lighting costs, shall be assessed by the Association to the Owners of Record as part of an annual assessment or special assessment as provided for herein and in the By-Laws of the Association. The Owner of Record of any Lot upon which there is an easement area shall maintain the lawn within the easement area.

IN WITNESS WHEREOF, the Declarant has signed this Declaration as of the date first written above.

MARSH ROAD DEVELOPMENT CORP.

By: _____, President

QRS COMPANY, LLC

By: _____
Authorized Member

AUTHENTICATION

Signature(s) _____ and _____
authenticated this _____ day of _____, 2008.

Ronald M. Trachtenberg
Member State Bar of Wisconsin

Drafted By:
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