

# CITY OF MADISON

# Proposed Plat

Plat Name: 1000 Oaks

Location: 702 South Point Road

Don Esposito - Veridian Homes/

Applicant: Wayne Barsness - D'Onofrio Kotke & Associates

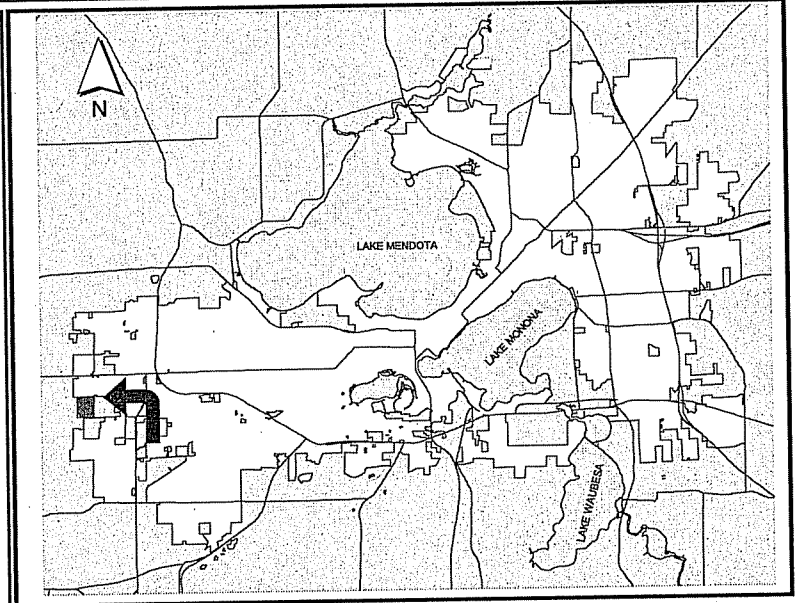
- Preliminary     Within City  
 Final             Outside City

Proposed Use: 274 Single Family Lots, 9 Duplex Lots, 4 Multi-Family Lots and 23 Outlots

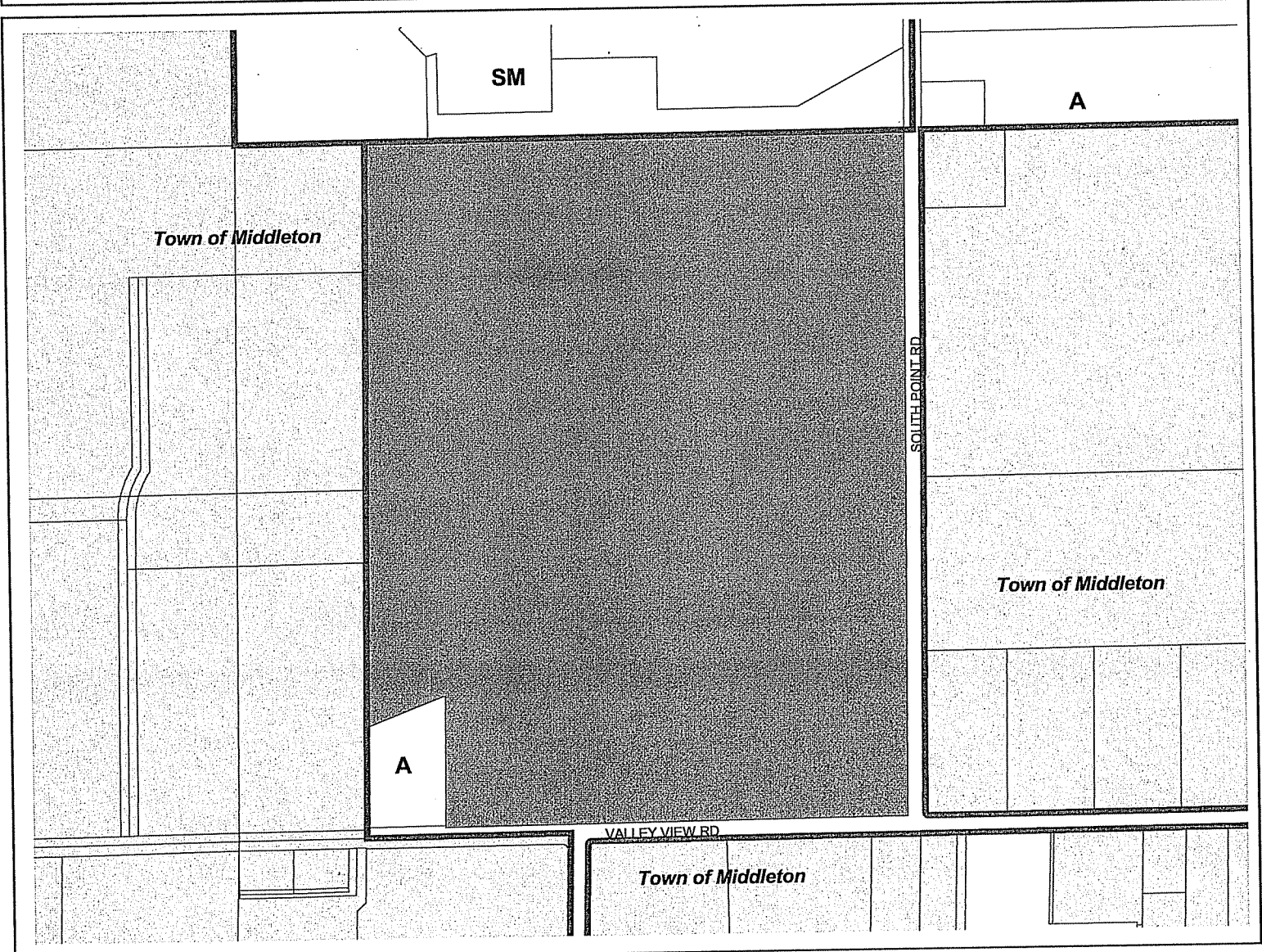
Public Hearing Dates:

Plan Commission 15 May 2006

Common Council 06 June 2006



For Questions contact: Bill Roberts at: 266-5974 or broberts@cityofmadison.com or City Planning at 266-4635



# 702 South Point Road

100 0 100 Feet



*Date of Aerial Photography - April 2003*



PLANNING UNIT REPORT  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
May 10, 2006

**FINAL PLAT OF "1000 OAKS" LOCATED AT 702 SOUTH POINT ROAD:**

1. Requested Action: Approval of a final plat known as "1000 Oaks" located at 702 South Point Road for 274 single-family lots, 9 duplex lots, 4 multi-family lots, as well as parkland, open space and stormwater detention sites.
2. Applicable Regulations: Section 16.23 Land Subdivision Regulations outline the process for subdivision approval.
3. Report Drafted By: Bill Roberts, Planner IV.

**GENERAL INFORMATION:**

1. Applicants (Subdivider): Pellett Development, LLC, 702 South Point Road, Verona, WI 53593; Veridian Homes, 6801 South Towne Drive, Madison, WI 53713; D'Onofrio Kottke & Associates, 7530 Westward Way, Madison, WI 53719.
2. Status of Applicants: Property owners and developer's surveyor.
3. Development Schedule: The applicant wishes to proceed with the first phase of this development as soon as all necessary land use approvals have been obtained.
4. Parcel Size: Approximately 120 acres.
5. Parcel Location: West side of South Point Road north of Valley View Road, Madison Metropolitan School District, 9<sup>th</sup> Aldermanic District.
6. Existing Conditions: Predominantly vacant property, agricultural uses and single-family home sites.
7. Proposed Use: 274 single-family lots, 9 duplex lots, 4 multi-family lots, parkland, and stormwater detention areas.
8. Surrounding Land Use and Zoning (see map): This site is surrounded by mostly vacant land and land under development on the western edge of the City of Madison.
9. Adopted Land Use Plan: The Pioneer Development Neighborhood Plan adopted April 20, 2004 shows a mix of medium density, low density and low to medium density residential, as well as open space and parkland for this site (see attached map).
10. Environmental Corridor Status: There are woodlands present on this property and drainageways, both of which are part of a mapped environmental corridor.

## **PUBLIC UTILITIES AND SERVICES:**

This property can be served with a full range of urban services as phased development occurs. A portion of the property will be developed following extension of interceptor sewer service in 2007.

## **ANALYSIS AND EVALUATION:**

The Common Council, at their December 13, 2005 meeting conditionally approved the preliminary plat of "1000 Oaks" along with a zoning map amendment for this property from Temporary Agriculture to R2T, R2Y, R2Z, R5, Conservancy and PUD(GDP). The applicant is now submitting a final plat for this property that conforms with the approved zoning and preliminary plat. The dwelling unit breakdown consists of the following:

1. R2T Single-Family – 182 units.
  2. R2Y Single-Family – 32 units.
  3. R2Z Single-Family – 6 units.
  4. PUD(GDP) Duplex – 18 units.
  5. PUD(GDP) Townhouse – 12 units.
  6. R5 Mixed-Residential – 390 units.
- Total unit count at full development of 694 units.

## **Background**

This site is located on the western edge of the City of Madison along the west side of South Point Road north of Valley View Road. Most of the land surrounding this site is vacant farmland with a few scattered single-family dwellings, as well as the recently approved and under development residential subdivision in the City of Madison. The land directly to the north includes the City's proposed West Side Public Works Facility and existing salt storage barn. Additional development will occur on this site to the north, "Silicon Prairie Business Park" for light industrial uses. This plat by Veridian Homes joins the developer's other recently approved subdivisions in this area, including "Cardinal Glen" plat located in the 7200 Block of Mineral Point Road and the "Linden Park" plat located in the 8800 Block of Valley View Road. The proposed street layout contained in the final plat matches the preliminary plat and is based upon the adopted Pioneer Neighborhood Development Plan. The plat provides the collector streets envisioned in the plan, as well as a high degree of connectivity provided by the proposed system of local streets and off-street pedestrian connections. The proposed street widths are consistent with the approved preliminary plat and are in conformance with the recently adopted ordinance that allows smaller street widths. The City Traffic Engineer has specific comments regarding street design in their attached May 25, 2006 memo.

The central portion of this plat is wooded and will be preserved as woodland and parkland area. The woodlands are proposed to be dedicated to the public for park purposes. In addition to the woodlands, the other open space to be dedicated to the public is drainageways which traverse the property from east to west, southwest which will also be dedicated to the public.

There is an existing single-family house on the site that will be incorporated into the plat.

### **Inclusionary Zoning**

The applicant has submitted an inclusionary dwelling unit plan (IDUP) that provides two alternatives for this development. The two options consist of a plan that would be implemented in the event that the current IZ ordinance is not amended prior to final staff approval and recording of the final plat. The second option will be implemented in the event that the ordinance is amended to allow the proposed IDUP to be implemented. Both of the options are attached.

Option "A" requests "stacked flats" as an incentive. Option "B" – Waiver requests an incentive of reduction of the park development fee.

The Common Council approval letter for the preliminary plat contains three specific conditions added by the Plan Commission regarding the inclusionary dwelling unit plan. Those three conditions of approval are as follows:

1. That no 4 or 8-unit buildings be used in the same fashion as the proposed twin homes to meet the affordable housing requirements for this project.
2. That the inclusionary dwelling unit plan shall comply with future amendments to the inclusionary zoning provisions of the zoning ordinance regarding this provision.
3. That one of the conditions in the Planning Unit staff report for the preliminary plat and zoning map amendment be amended to say that the IDUP and land use restrictions agreement shall not be recorded until the ordinance, requiring a portion and percentage within the development of attached and detached units to be similar for inclusionary units and market rate units, is amended or the IDUP is revised to replace the affordable twin homes with single-family detached homes in the southern portion of the plat.

The application does not mention a density bonus. However, staff has determined that a density bonus of 89 units will be provided above the mid-point density ranges contained in the adopted Pioneer Neighborhood Development Plan. The attached map and summary of the land use and dwelling units for the final plat and the adopted Pioneer Neighborhood Development Plan shows a density bonus of 89 total additional dwelling units. This is a 14.7% overall density bonus above the neighborhood plan "mid-point" density range. The current ordinance stipulates that the midpoint of the density range for a neighborhood development plan must be used to determine the density bonus of a project if no permanent zoning already exists. In this case permanent zoning was approved in December of 2005 with the approval of the preliminary plat and the IDUP for the project. The final plat also includes the three larger R5 zoned lots to the north that are not owned by Veridian. A certified survey map has been reviewed and approved that separates the land contained in this plat into two ownerships with Veridian acquiring the land south of Watts Road and the Pellett family retaining ownership of the proposed multi-family sites north of Watts Road.

The detailed inclusionary dwelling unit plan for the preliminary plat was provided for the land south of Watts Road with the provision that an additional inclusionary dwelling unit plan would be required upon the development of the lots north of Watts Road. A condition of approval attached to the preliminary plat requires that a note be provided on the final plat and a deed restriction recorded indicating that the inclusionary dwelling unit plan will be required for the development of these parcels at the time development plans are submitted for review.

The Community Development Block Grant Office staff are reviewing the inclusionary zoning unit application including the two options and will provide a recommendation to the Plan Commission. The Parks Division is reviewing the park development fee reduction request.

### **CONCLUSION:**

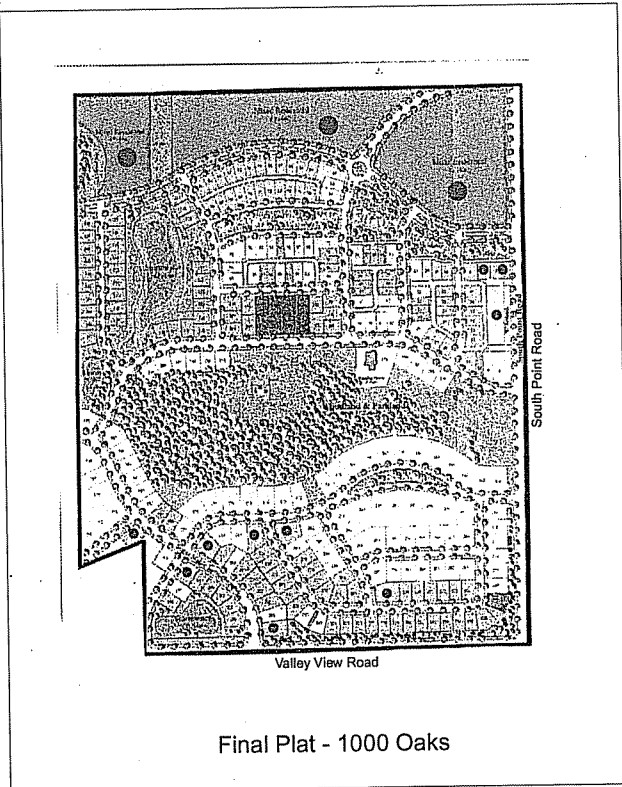
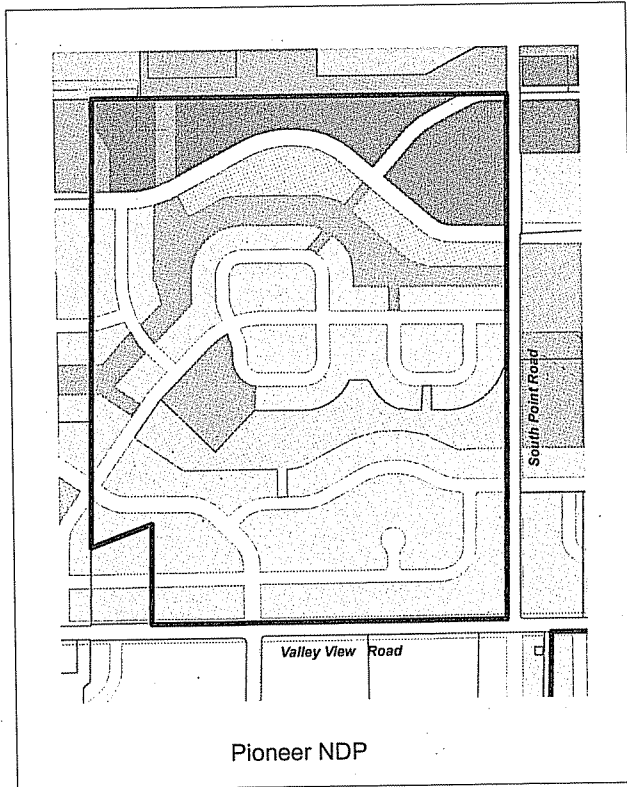
The Planning Unit believes that this proposed final plat conforms with the adopted Pioneer Development Plan, the previously approved preliminary plat and the previously approved zoning for this site.

### **RECOMMENDATIONS:**

The Planning Unit recommends that the Plan Commission recommend to the Common Council that this final plat, along with the inclusionary dwelling unit plan and conditions as recommended by the CDBG Office be adopted, subject to the comments of the reviewing departments and the outstanding conditions of approval outlined in the December 14, 2005 City approval letter, including the following:

1. The final plat shall include a landscape screening buffer area along the northerly property line adjacent to the Silicon Prairie plat. Details of the landscaping will be required when specific development/building proposals are submitted for review. A note to this effect shall be placed on the relevant lots.
2. A note shall be provided on the final plat and a deed restriction recorded that the inclusionary dwelling unit plan will be required for development of the R5 zoned parcels at the time that development plans are submitted for this property. A copy of the recorded restriction will be provided to the CDBG Office prior to the recording of the final plat.
3. The final plat shall designate all lands dedicated to the public for stormwater management and/or sanitary sewer purposes to also add a designation for "local pass, trails and crossings."
4. Sidewalks shall be provided on both sides of all public streets unless otherwise approved by the City Plan Commission.
5. The final plat in its entirety shall be recorded prior to any development of any lots.
6. The IDUP Phasing Plan shall be included by City Engineering in the Subdivision Improvement Contract.
7. The final IDUP and LURA shall be approved by the CDBG Office prior to recording of the plat.

May 9, 2006  
**Summary of Land Use and Dwelling Units**  
**Pioneer NDP and 1000 Oaks Final Plat**



- Residential Low Density (Single-Family)
  - Orange, yellow and purple
- Residential Low-Med. Density (Duplex & Townhomes)
  - Light orange, brown
- Residential Medium Density (Mixed Multi-Family)
  - Red
- Park and Open Space
  - Green
- Stormwater
  - Green with blue

Proposed Land Use	Pioneer NDP Recommendations			Final Plat - 1000 Oaks Proposed Land Use			
	Acres	Density Range Mid-Point	Estimated Dwelling Units	Acres	Ave. Net Density	Dwelling Units	Additional Units
<b>Total Residential</b>	<b>72.97</b>	<b>8.3</b> (Ave. Net Density)	<b>605</b>	<b>59.46</b>	<b>11.8</b>	<b>694</b>	<b>89</b>
Low Density (<8 du/net acre)	50.75	4.0	203	40.20	6.8	274	71
Low-Med Density (8-15 du/net acre)	6.31	12	76	2.27	13.2	30	-46
Medium Density (16-25 du/net acre)	15.91	20.5	326	16.99	23.0	390	64
Park, Open Space and Drainage	15.06			31.46			
Private Open Space	9.42			1.97			
Street ROW	22.96			30.82			
<b>Total</b>	<b>120.41</b>			<b>123.70</b>			

# 1000 OAKS

Madison, Wisconsin

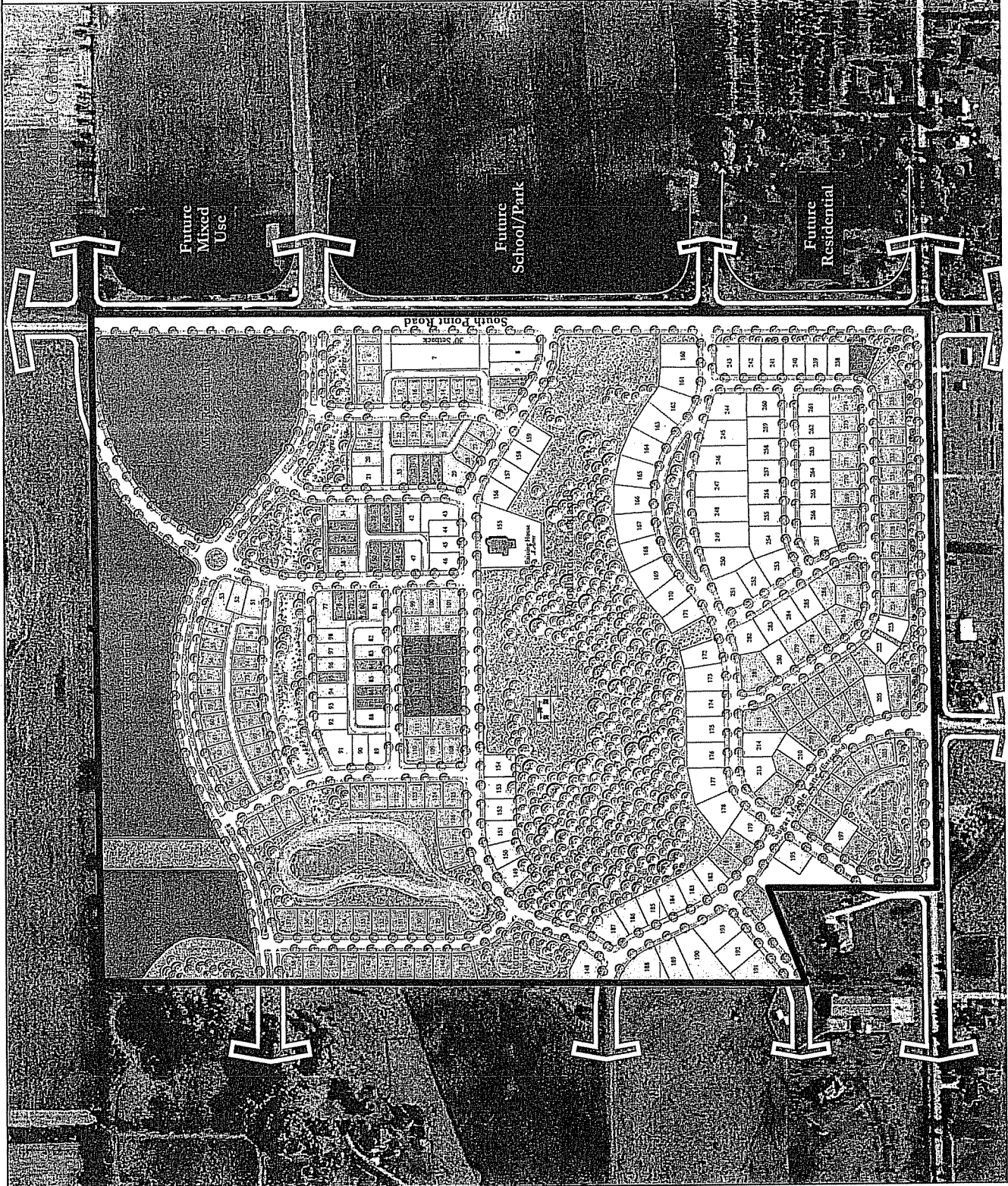
## Master Plan

<p>Single Family (Alley Loaded) - 34%</p> <p>R2Z Zoning District</p> <ul style="list-style-type: none"> <li>37' x 95'</li> <li>45' x 80'</li> </ul> <p>R2Y Zoning District</p> <ul style="list-style-type: none"> <li>45' x 95'</li> <li>51' x 95'</li> </ul>	<p>92 Units</p> <p>20 Units</p> <p>40 Units</p> <p>18 Units</p> <p>14 Units</p>
<p>Single Family (Street Accessed) - 66%</p> <p>R2T Zoning District</p> <ul style="list-style-type: none"> <li>51' x 100'</li> <li>59' x 85'</li> <li>65' x 100'</li> <li>69' x 100'</li> <li>80' x 120'</li> </ul> <p>Existing House</p>	<p>182 Units</p> <p>4 Units</p> <p>84 Units</p> <p>9 Units</p> <p>59 Units</p> <p>25 Units</p> <p>1 Unit</p>

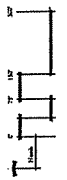
<p>Subtotal</p> <p>Multi Family</p> <ul style="list-style-type: none"> <li>Duplexes</li> <li>Town Homes</li> <li>Mixed Residential</li> </ul>	<p>274 Units</p> <p>420 Units</p> <p>18 Units</p> <p>12 Units</p> <p>390 Units</p>
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<p>Total Units</p> <p>Parks &amp; Open Space</p> <p>Required Park Dedication</p> <p>- 100 Sq. Ft. @ 295 SF/Unit - 7.4 Acre</p> <p>- 700 Sq. Ft. @ 402 SF/Unit - 6.3 Acre</p> <p>Stormwater</p>	<p>694 Units</p> <p>19.5 Acres</p> <p>13.8 Acre</p> <p>11.8 Acres</p>
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NOTE: All lot numbers are final plat lot numbers.



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 Vandeville & Associates  
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# A

## 1000 OAKS

*Madison, Wisconsin*

### Option A: Stacked Flats Phasing Plan/Inclusionary Zoning Plan

54 — Lot Number  
 Ⓞ — Number of Bedrooms  
 — AMI Percentage

Single Family IZ Units:  
 □ 80% AMI Four Bedroom  
 □ 80% AMI Three Bedroom  
 ○ 70% AMI Four Bedroom

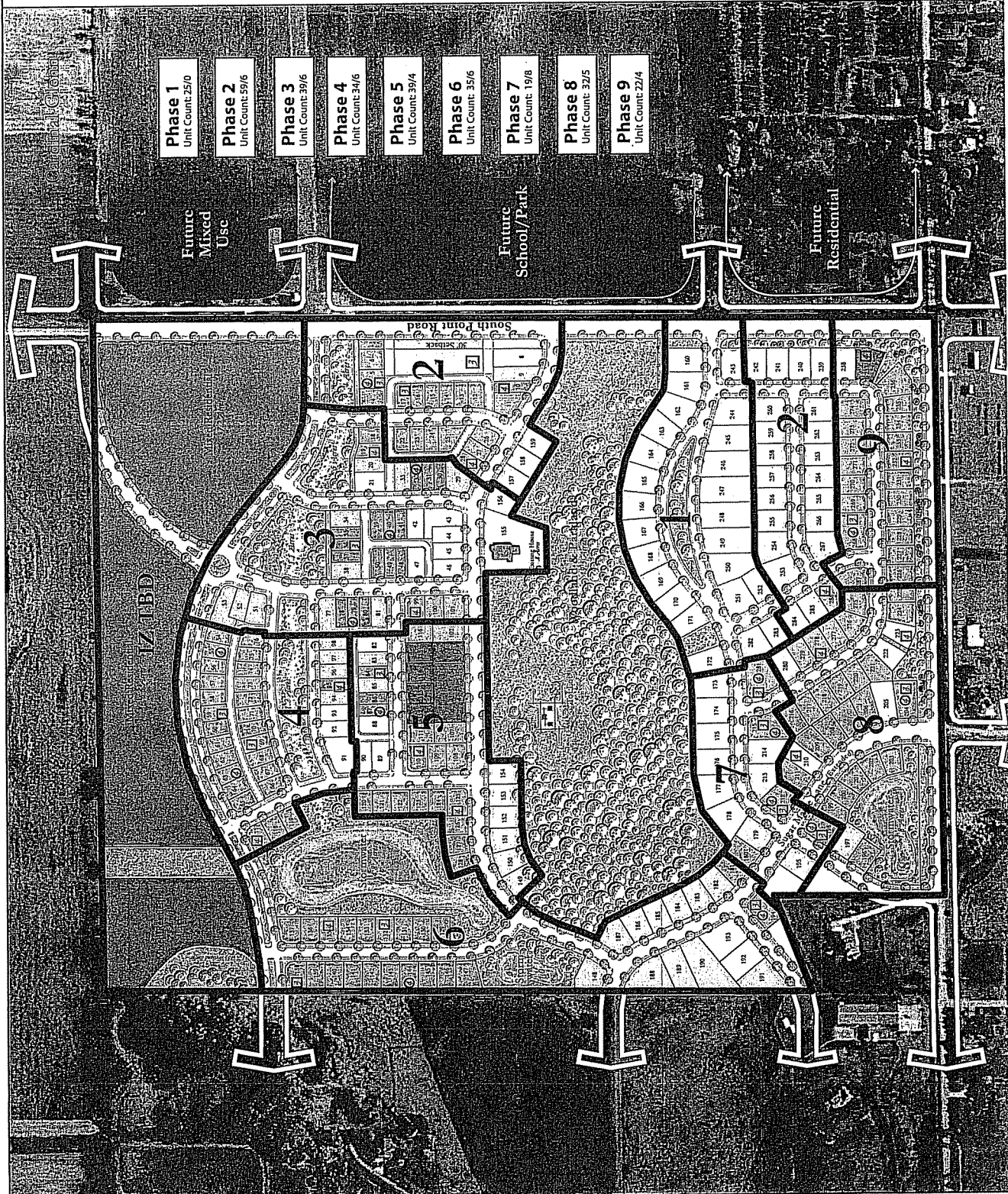
29 Units  
 15 Units  
 7 Units  
 7 Units

Multi-Family IZ Units (PUD-GDP):

Stacked Flats  
 □ 80% AMI Three Bedroom  
 □ 70% AMI Four Bedroom  
 Townhomes:  
 □ 80% AMI

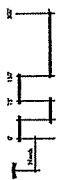
17 Units  
 8 Units  
 8 Units  
 1 Unit

NOTE: All lot numbers are final, plat lot numbers.



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HOMES**

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# B

## 1000 OAKS

Madison, Wisconsin

### Option B: Waiver Phasing Plan/Inclusionary Zoning Plan (Waiver)

54 - Lot Number  
⊙ - Number of Bedrooms  
⊖ - AMI Percentage

Single Family IZ Units: 21 Units  
 80% AMI Four Bedroom 7 Units  
 80% AMI Three Bedroom 7 Units  
 70% AMI Four Bedroom 7 Units

Multi-Family IZ Units (PUD-GDP): 2 Units  
 Twin Homes  80% AMI 1 Units  
 Townhomes:  80% AMI 1 Unit

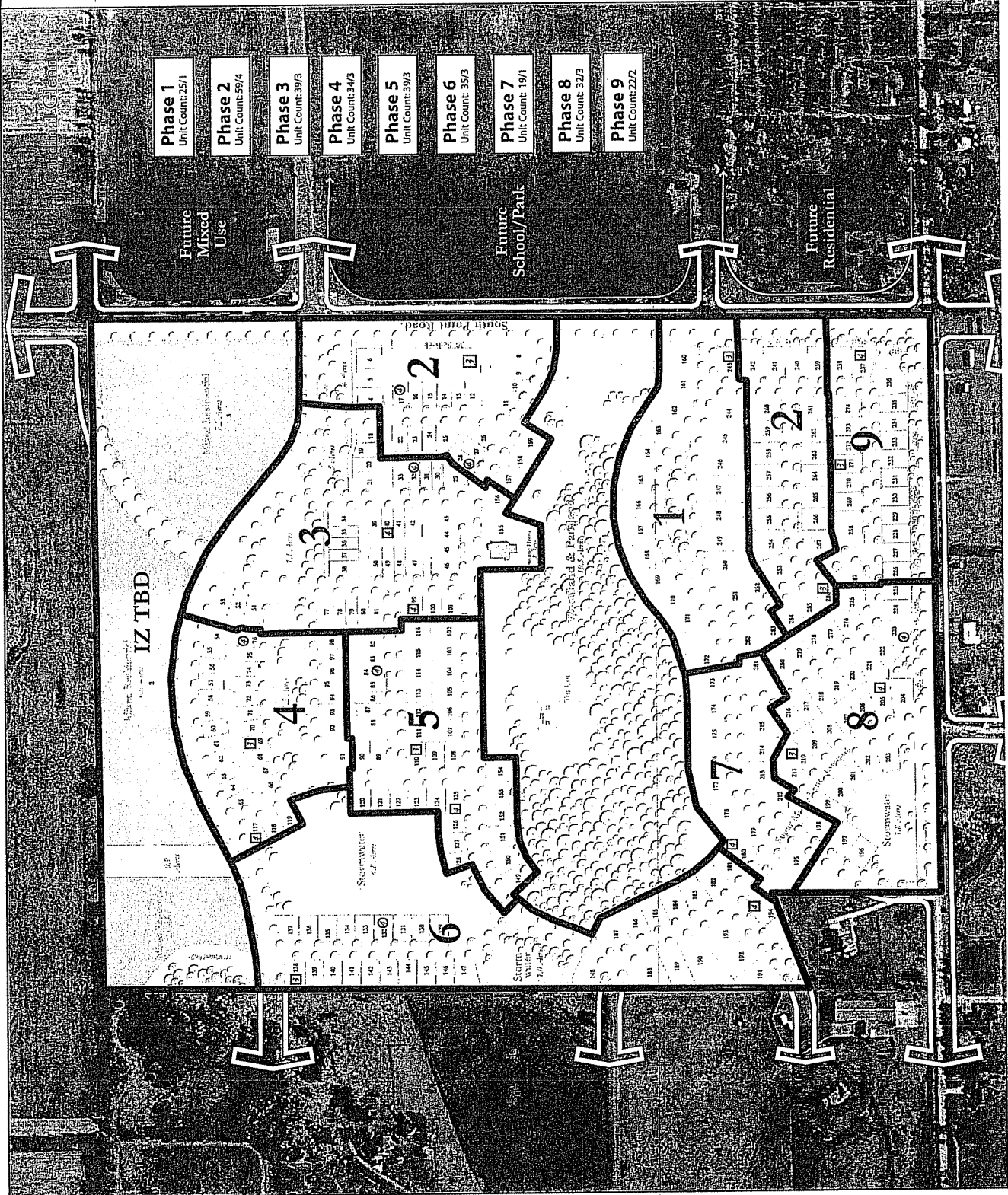
Mixed Residential (Future SIP Submittal):  
 TBD  
 80% AMI  
 TBD  
 70% AMI  
 TBD  
 60% AMI  
 TBD  
 50% AMI  
 TBD

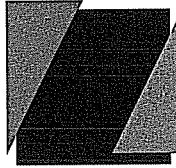
NOTE: All lot numbers are final plat lot numbers.  
 Waiver excludes Mixed Residential Area north  
 of Watts Road



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HOMES

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April 12, 2006

Mr. Brad Murphy  
Department of Planning & Development  
City of Madison  
215 Martin Luther King Jr. Blvd.  
P.O. Box 2985  
Madison, WI 53701-2985

Re: IZ Revision Cover Intent  
1000 Oaks Neighborhood

Dear Mr. Murphy:

On behalf of Veridian Homes, Inc., please find attached the revised Inclusionary Zoning Application for the 1000 Oaks Neighborhood. This neighborhood's zoning and preliminary plat were conditionally approved on December 12, 2005. The IZDUP was specifically noted to be approved, contingent on either ordinance changes accommodating the proposal, or submittal of a revised IZDUP as part of the Final Plat Review. The attached document is submitted to satisfy this condition as it meets the existing ordinance requirements for distribution, and type. This submittal also formally requests a waiver of IZ units due to economic infeasibility.

Submittal Contents:

- Inclusionary Zoning Application:
  - Proposed conforming plan (for reference)
  - Proposed waiver plan & details
  - Draft Covenants and Restrictions
  - Amended IZ Application Form
- Final Plat

Owners:

Great Neighborhoods West, LLC. Jeff Rosenberg  
6801 South Town Drive David Simon  
Madison, Wisconsin 53713  
Tel: (608)226.3100  
Fax: (608)226.0600

**Vandewalle & Associates**

120 East Lakeside Street • Madison, Wisconsin 53715 • 608 255-3988 • 608 255-0814 Fax  
611 North Broadway • Suite 410 • Milwaukee, Wisconsin 53202 • 414 441-2001 • 414 732-2035 Fax  
va@vandewalle.com

Planning • Creating • Rebuilding

Design Team:

Vandewalle & Associates  
120 East Lakeside Street  
Madison, Wisconsin 53715  
Tel: (608) 255-3988  
Fax: (608)255-0814

Brian Munson  
Chris Landerud

D'Onofrio Kottke  
7530 Westward Way  
Madison, Wisconsin 53717  
Tel: (608) 833-7530  
Fax: (608) 833-1089

Dan Day

We look forward to working with you and your staff on the review of this amended plan.

Thank you for your time in reviewing this project.

Sincerely,



Brian Munson  
Project Manager

Cc: Dan Day  
Don Esposito  
Jeff Rosenberg  
David Simon  
Alderman Skidmore

### IZDUP Intent

The following text describes the characteristics of two alternative IZDUP plans for the 1000 Oaks Neighborhood, both of which are submitted for review and approval by the City. The development team requests, per staff recommendation, that both alternatives be adopted, with the condition that Option A (conditionally approved) will be utilized in the event that the ordinance is amended allowing the techniques used. Option B will be utilized in the event that the ordinance is not amended prior to the final staff signature and recording of the Final Plat.

### Project Narrative

**Development Concept:** The 1000 Oaks Neighborhoods creates a mixed residential neighborhood featuring variety of residential options within a network of pedestrian oriented streets, greenway connections, and preserved oak woods.

**Surrounding Uses:**  
North: Silicon Prairie Industrial, City of Madison Public Works  
East: Agricultural, Rural Residential  
South: Agricultural, Rural Residential  
West: Agricultural, Rural Residential

**Project Components:**  
Variety of single family lot types and price points  
Variety of multi-family residential  
Interconnected street network  
Uses consistent with Pioneer Neighborhood Plan

#### Project Team:

**Owner/Developer:** Great Neighborhoods West, LLC. Jeff Rosenberg  
6801 South Town Drive David Simon  
Madison, Wisconsin 53713 Don Esposito  
Tel: 226-3100  
Fax: 226-0600

**Planner/Applicant:** Vandewalle & Associates Brian Munson  
120 East Lakeside Street  
Madison, Wisconsin 53715  
Tel: 255-3988  
Fax: 255-0814

**Engineer:** D'Onofrio Kottke Dan Day  
7530 Westward Way  
Madison, Wisconsin 53717  
Tel: 833-7530  
Fax: 833-1089

## Dwelling Unit Breakdown

The Final Plat for the project highlights the following unit distributions. The area north of Watts Road is part of a separate ownership stake and is included herein for platting purposes only. This property will be required to have a full IZDUP plan submitted as part of the review and approval of building plans or future rezoning applications. Options A and B do not include this area as part of this approval document.

Residential Units:	R2T Single Family	182 units
	R2Y Single Family	32 units
	R2Z Single Family	60 units
	PUD:GDP Duplex	18 units
	PUD:GDP Townhomes	12 units
	Subtotal	304units
	R5: Mixed Residential (Separate Ownership)	390 units
	Neighborhood Total	694 units

## Construction Schedule: Phase One Infrastructure 2006

Approximately 8 residential phases beginning in 2006 with a projected completion of 12-15 years.

*Single Family to Townhome Units*

<u>Phase</u>	<u>Total Units</u>	<u>IZ units</u>
2006	25	1
~2007	59	4
~2008	39	3
~2009	34	3
~2010	39	3
~2011	35	3
~2012	19	1
~2013	32	3
~2014	22	2
Total	304	23

## IZDUP Option A: Stacked Flat Alternative

**Inclusionary Zoning Requirements:**

Stacked Flat:	Single family	29
(see attached)	Stacked Flats	16
	Townhome IZ units	1

**Target AMI Levels**

IZ Unit Breakdown:	Single Family:	80% AMI 4 BDRM	15
		80% AMI 3 BDRM	7
		70% AMI 4 BDRM	7

Stacked Flats:	80% AMI 3 BDRM	8
	70% AMI 4 BDRM	8

Townhome Units:	80% AMI 3 BDRM	1
	70% AMI 4 BDRM	

Incentive Points:	10% of units @ 80% AMI=	0
	5% of units @ 70% AMI=	1

Total Points Generated: 1

Incentives Requested: Stacked Flats

Construction Schedule: Phase One Infrastructure 2006

Approximately 8 residential phases beginning in 2006 with a projected completion of 12-15 years.

<u>Phase</u>	<u>Total Units</u>	<u>IZ units</u>
2006	25	0
~2007	59	6
~2008	39	6
~2009	34	6
~2010	39	4
~2011	35	6
~2012	19	8
~2013	32	5
~2014	22	4
Total	304	46



## IZDUP Option B: Waiver

### Inclusionary Zoning Requirements:

IZ Waiver Plan:	Single family	21
(see attached)	Duplex units	1
	Townhome IZ units	1

### Target AMI Levels

IZ Unit Breakdown:	Single Family:	80% AMI 4 BDRM	7
		80% AMI 3 BDRM	7
		70% AMI 4 BDRM	7

Duplex Units:	80% AMI	1
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Townhome Units:	80% AMI	1
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Incentive Points:	10% of units @ 80% AMI=	0
	5% of units @ 70% AMI=	1

Total Points Generated:	1
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Incentives Requested: Park Development Fee Reduction

Construction Schedule: Phase One Infrastructure 2006

Approximately 8 residential phases beginning in 2006 with a projected completion of 12-15 years.

#### *Single Family to Townhome Units*

<u>Phase</u>	<u>Total Units</u>	<u>IZ units</u>
2006	25	1
~2007	59	4
~2008	39	3
~2009	34	3
~2010	39	3
~2011	35	3
~2012	19	1
~2013	32	3
~2014	22	2
Total	304	23

### Waiver Information

See CDBG Submission Dated March 29, 2006

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**PART 1 - DEVELOPMENT INFORMATION:**

**Project or Plat** 1000 Oaks

**Project Address:** 702 South Point Road **Project Area (in acres):** 120

**Developer:** Veridian Homes, LLC. Representative: Jeff Rosenberg

Street Address: 6801 South Town Drive City/State: Madison, Wisconsin Zip: 53713

Telephone: 608.226.3100 Fax: 608.223.0439 Email: jrosenberg@veridianhomes.com

**Agent, If Any:** Brian Munson Company: Vandewalle & Associates

Street Address: 120 East Lakeside Street City/State: Madison, Wisconsin Zip: 53715

Telephone: 608.255.3988 Fax: 608.255.0814 Email: bmunson@vandewalle.com

**PART 2 - PROJECT CONTENTS:**

Complete the following table as it pertains to this project:

Residential Use	MARKET-RATE UNITS		INCLUSIONARY UNITS		Total Units	Acres
	Owner-Occupied Units	Renter-Occupied Units	Owner-Occupied Units	Renter-Occupied Units		
Single-Family	253		21		274	40
Duplexes	17		1		18	2
Multi-Family	11		1		12	.5
<b>TOTAL</b>	281		23		304	42.5

**PART 3 - AFFORDABLE HOUSING DATA:** See Option Descriptions

Number of Inclusionary Dwelling Units Proposed by Area Median Income (AMI) Level and Minimum Sale/Rent Price							
Owner-Occupied Units	30%	40%	50%	60%	70%	80%	Total
Number at Percent of AMI							
Anticipated Sale Price					TBD	TBD	TBD
Rental Units	30%	40%	50%	60%	70%	80%	Total
Number at Percent of AMI							NA
Maximum Monthly Rent Price							NA

**PART 4 - DWELLING UNIT COMPARISON:** See Option Descriptions

Complete the following table as it pertains to this project:

	MARKET-RATE UNITS					INCLUSIONARY UNITS				
	Studio / Effcy	1 Bdrm	2 Bdrms	3 Bdrms	4/More Bdrms	Studio / Effcy	1 Bdrm	2 Bdrms	3 Bdrms	4/More Bdrms
<b>Owner-Occupied Units with:</b>										
Minimum Floor Area:				1,150	1,270				1,150	1,270
<b>Rental Units With:</b>										
Minimum Floor Area:										

CONTINUE →

**PART 5 – INCENTIVES:** Section 28.04 (25) of the Zoning Ordinance provides the opportunity for applicants in projects where affordable dwelling units are required or where the developer has agreed to pay money in lieu of inclusionary dwelling units, to receive one or more incentives as compensation for complying with the Inclusionary Zoning requirements. Each of the eleven incentives listed below are affixed a point value. The incentive points available to an applicant is dependent upon the number of affordable dwelling units proposed at the various area median income (AMI) levels. The program rewards projects both for having a higher number of affordable dwelling units provided at lower AMI levels, and for having a higher percentage of affordable dwelling units incorporated into the development. The incentive and the corresponding number of points available are listed below. (MAP=Maximum Available Points) Please mark the box next to the incentives requested.

Incentive	MAP	Incentive	MAP
<input type="checkbox"/> Density Bonus (varies by project)	3	<input type="checkbox"/> Cash subsidy from <u>Inclusionary Unit Reserve Fund</u> up to \$10,000 per unit for up to 50% of the affordable units provided.	2
<input checked="" type="checkbox"/> Parkland Development Fee Reduction	1	<input type="checkbox"/> Cash subsidy from <u>Inclusionary Unit Reserve Fund</u> of \$5000 for up to 50% of on-site afford-able units in projects with 49 or fewer detached units or projects with four or more stories and 75% of parking provided underground.	2
<input type="checkbox"/> Parkland Dedication Reduction	1	<input type="checkbox"/> Neighborhood Plan preparation assistance	1
<input type="checkbox"/> Off-street Parking Reduction up to 25%	1	<input type="checkbox"/> Assistance obtaining housing funding information	1
<input type="checkbox"/> Non-City provision of street tree planting	1		
<input type="checkbox"/> One addl. story in Downtown Design Zones	1		
<input type="checkbox"/> Residential parking permits in a PUD/PCD	1		
<input type="checkbox"/> Incentives Not Assigned a Point Value by Ordinance (Explain): _____			

**PART 6 – WAIVER:** The Plan Commission may waive the requirement to provide inclusionary dwelling units in the development if the applicant can present clear and convincing financial evidence that providing the required number of inclusionary dwelling units on-site renders providing the required number of inclusionary units financially infeasible. In such a case, a developer may request a waiver to provide the units off-site, assign the obligation to provide the units to another party, or pay cash in lieu of the units, or any combination of the above. If the waiver is granted, the required units may be provided as new construction off-site in another development within **one mile** of the subject development; off-site units shall be provided at least 1.25 times the number of units if provided within the subject development. Off-site units must be constructed within one year of the time that they would have been constructed within the subject development. The applicant may opt to pay money into the Inclusionary Unit Reserve Fund based on contribution rates established in Section 28.04 (25) of the Zoning Ordinance. If provision of the inclusionary dwelling units through the waiver is still financially infeasible, the developer may seek a reduction in the percent of units to the point where the project becomes financially feasible. If such a waiver is requested, a detailed explanation shall be provided in the required project narrative demonstrating the financial infeasibility of complying with the ordinance requirements and the rationale for the alternative proposed.

- If a waiver is requested, **please mark this box**  and include all of the necessary information required by the Zoning Ordinance and IZ Program Policy & Protocols to support your request.

**PART 7 – APPLICANT’S DECLARATION:**

The signer shall attest that this application has been completed accurately and includes all requests for incentives or waivers; that they have attended both required pre-application staff meetings and given the required notice to the district alderperson and neighborhood association(s) prior to filing this application; and that all required information will be submitted on the corresponding application for zoning and/or subdivision approval by the Plan Commission. The applicant shall begin the declaration by stating below whether or not the project complies with the various requirements of the inclusionary zoning ordinance. Check the applicable box and provide any supporting comments.

Standards for Inclusionary Dwelling Units (IDUs)	Will Comply	Will not comply	Additional comments
Exterior Appearance of IDUs are similar to Market rate.	X		
Proportion of <b>attached and detached</b> IDU units is similar to Market rate.	X		
Mix of IDUs by <b>bedroom size</b> is similar to market rate.	X		





## Traffic Engineering Division

David C. Dryer, City Traffic Engineer

Madison Municipal Building  
215 Martin Luther King, Jr. Boulevard  
P.O. Box 2986  
Madison, Wisconsin 53701-2986  
PH 608/266-4761  
TTY 608/267-9623  
FAX 608/267-1158

May 25, 2006

TO: Plan Commission  
FROM: David C. Dryer, P.E., City Traffic Engineer  
SUBJECT: 702 South Point Road – Final Plat – 1000 Oaks

The City Traffic Engineering Division has reviewed the subject development and has the following comments.

**MAJOR OR NON-STANDARD REVIEW COMMENTS** (Comments which are special to the project and/or may require additional work beyond a standard, more routine project.)

1. The plat shall be revised to provide a 15-20 foot wide public ped-bike easement from South Point Rd to the plat's western edge. The easement would run through the greenway/park outlots and connect with future surrounding developments to provide a neighborhood/regional trail. The alignment may need to start at Outlot 2 and head west or start at Outlot 14 and head west, with the alignment dependent upon further review with City staff and coordination with surrounding properties. As agreed by the developer, parks, te and planning, the easement will run through outlot 16 (park) and outlot 15.
2. The right of way Watts Road shall be revised to 90 feet to provide enough space for the center median and 1 traffic lane, 1 bike lane and 1 parking lane on each side. AS DISCUSSED WITH THE DEVELOPER, THE RIGHT OF WAY OF WATTS ROAD WILL REMAIN AT 80 FEET TO PROVIDE SPACE FOR THE CENTER MEDIAN, 1 TRAFFIC LANE AND 1 BIKE LANE IN EACH DIRECTION, AND PARKING ON 1 SIDE (SOUTH SIDE). IF LOTS 1, 2, 3 DESIRE ON-STREET PARKING, 6-10 FEET OF ADDITIONAL ROW WILL NEED BE DEDICATED BY THOSE LOTS AT THE TIME OF DEVELOPMENT.
3. The right of way at just the intersection of Cherry Bark Lane and Tawny Acorn Drive may need to be widened for traffic calming islands at this entrance to the park. AS AN ALTERNATIVE, THE DESIGN O F THE STREET MAY SIMPLY DROP A SMALL PORTION OF PARKING FOR A BUMPOUT AT THIS INTERSECTION.
4. The right of way for Valley View shall be widened to approximately 90 feet to provide enough space for a center median with left turn lane, and 1 traffic lane and 1 bike lane

on each side. This would be similar to the treatment of Felland Road with the Autumn Lake plat. THIS PLAT'S PORTION OF THE 90 FOOT ROW IS 45 FEET TO CENTERLINE.

5. The sidewalk on South Point Road shall be constructed to 8 feet wide to promote multi-modal and safe walk and bike to school routes. A SIX (6) FOOT WIDE SIDEWALK WILL SUFFICE.
6. The applicant shall execute and return the attached declaration of conditions and covenants for streetlights & traffic signals prior to sign off. The applicant will need to provide a deposit for their reasonable and proportionate share of area wide intersection and traffic signal costs prior to plat approval. The deposits may be paid in construction phases.
7. As noted to some extent in the applicant's materials, the plat shall include traffic calming measures, for which the maintenance shall be the developer's responsibility.

#### GENERAL OR STANDARD REVIEW COMMENTS

In addition, we offer the following General or Standard Review Comments:

8. Utility easements shall be provided as follows:

Between Lots	Between Lots	Between Lots
7 & 8	141 & 142	201 & 202
21 & OL 6	145 & 146	203 & OL21
32 & 33	147 & OL15	211 & 212
48 & 49	150 & 151	216 & 217
51 & 52	153 & 154	226 & 227
69 & 70	155 & 156	240 & 241
75 & 43	158 & 159	243 & OL23
77 & 78	161 & 162	247 & 248
92 & 93	164 & 165	250 & 251
97 & 98	168 & 169	254 & 255
101 & 102	173 & 174	257 & 258
104 & 105	176 & 177	261 & 274
111 & 112	181 & 182	270 & 271
115 & 116	184 & 185	276 & 277
119 & OL14	188 & 189	285 & 286
120 & OL14	191 & 192	
122 & 123	196 & 197	

9. The applicant shall show a detail drawing of the 12 ft. utility easement dimensions and lot lines on the face of the plat.
10. The developer will need to demonstrate/provide how private streetlights will be installed and maintained in the public alleys. The plat shall provide the following note on the face of the plat: "The City will not install lighting in the alleys, but the developer or property

owners may request the City to approve a private light(s) in the alley right-of-way. Such private light(s) to be operated and maintained by private interests."

11. There will be access restrictions for 1000 Oaks plat for development of this final plat and shall be noted on the face of the plat as follows:

- a. No Access shall be granted along the westerly right-of-way line of South Point Road. Except for Fire Access as noted.
- b. No Access shall be granted along the northerly right-of-way line of Valley View Rd.

12. Public signing and marking related to the development may be required by the City Traffic Engineer for which the developer shall be financially responsible.

Please contact Dan J. McCormick, P.E., City Traffic Engineering at 266-4761 if you have questions regarding the above items.

Contact Person: Wayne Barsness  
Fax: 833-1089  
Email: wbarsness@donofrio.cc

DCD:DJM:dm

**CITY OF MADISON  
INTERDEPARTMENTAL  
CORRESPONDENCE**

**Date:** May 4, 2006

**To:** Plan Commission

**From:** Kathy Voeck, Assistant Zoning Administrator

**Subject:** 1000 OAKS PLAT (Preliminary), 702 South Point Rd., Rezoning

**Present Zoning District:** Ag

**Proposed Use:** 274 single family lots, 9 duplex lots, and multi-family

**Requested Zoning District:** R2T, R2Y, R2Z, R-5, Conservancy and PUD(GDP).

**MAJOR OR NON-STANDARD REVIEW COMMENTS** (Comments which are special to the project and/or may require additional work beyond a standard, more routine project). **NONE.**

**GENERAL OR STANDARD REVIEW COMMENTS**

1. Provide a revised grading plan of the plat to show that usable open space requirements can be met on the R2T lots in the amount of 800 square feet per each lot. Usable open space shall be in a compact area of not less than 200 square feet, having no dimensions less than 10 feet and having a slope no greater than 10 percent. The required front yard and required street side yards do not count toward usable open space. Revise the grading plan on the following lots, including but not limited to Lots P- 163(160), 167(164), 168(165), 169(166), 196(196), 197(197), 229(229), 230(230), 231(231), 233(233), 241((241), 242(242), and 243(243).
2. The face of the plat shall include the following statement. "This subdivision is subject to the Inclusionary Zoning sections of Chapter 28 of the Madison General Ordinances. This requirement shall be satisfied by a separate recorded restriction."
4. Section 28.04(24) provides that Inclusionary Zoning requirements shall be complied with as part of the approval process. Submit, to CDBG, a copy of the approved plan for recording prior to zoning sign off of the plat.



1000 Oaks Plat & Rezoning

May 4, 2006

Page 2

**R2T**

**ZONING CRITERIA**

Bulk Requirements	Required	Proposed
Lot Area	5,000 sq. ft.	5,015 sq. ft. +
Lot width	44'	55'
Usable open space	800 sq. ft.	
Front yard	15' or 18' (dep. on gar. loc.)	7' encroach. see 28.08(15)
Side yards	5' each side	
Rear yard	20'	
Building height	2 stories/35'	

Site Design	Required	Proposed
Number parking stalls	1	

**R2Y**

**ZONING CRITERIA**

Bulk Requirements	Required	Proposed
Lot Area	4,000 sq. ft.	4,275 sq. ft. +
Lot width	40'	44'
Usable open space	500 sq. ft.	
Front yard	16'	6' encroach-see 28.08(16)
Side yards	5' each side	
Rear yard	20'	
Building height	2 stories/35'	

Site Design	Required	Proposed
Number parking stalls	1	

**R2Z**

**ZONING CRITERIA**

Bulk Requirements	Required	Proposed
Lot Area	3,500 sq. ft.	3,515 sq. ft. +
Lot width	37'	37'
Usable open space	400 sq. ft.	
Front yard	16'	(6' encroach see 28.08(17))
Side yards	5' each side	
Rear yard	2' garage, 22' house	
Building height	2 stories/35'	

Site Design	Required	Proposed
Number parking stalls	1	





Department of Public Works  
**Parks Division**

Madison Municipal Building, Room 120  
215 Martin Luther King, Jr. Boulevard  
P.O. Box 2987  
Madison, Wisconsin 53701-2987  
PH: 608 266 4711  
TDD: 608 267 4980  
FAX: 608 267 1162

TO: Plan Commission  
FROM: Simon Widstrand, Parks Development Manager *S.W.*  
SUBJECT: **1000 Oaks Final Plat**

1. The woodland will be accepted as park dedication. Total dedication required is approximately 14 acres. There is potential for significant credit to the developer for park dedication and improvements.
2. Park Development Fees for the Veridian parcels total \$244,375.04 before credit deductions.
3. Park development fees for the 390 multifamily units in separate ownership are approximately \$205,000 and shall be calculated and paid at the time of PUD-SIP approval.
4. The park will become the primary corridor for the regional bike path. The potential trail routes and feasibility for a trail underpass of South Point Road should be evaluated as part of the plat grading design. The drainage corridor should be used for pedestrian trails.
5. The developer shall provide a tree inventory and assessment to identify any significant disease issues, to ensure protection of trees at the woodland edge adjacent to developed lots, to identify trail corridors and park development locations. Surveyed locations will be required for trees in some areas adjacent to proposed construction. Coordination with the developer will also be required to ensure that fencing of the woodland property lines occurs as part of the development process.
6. Utility easements shall not be allowed across parkland without prior approval of the Parks Division.

If you have questions regarding the above items, please contact Simon Widstrand at 266-4714 or [awidstrand@cityofmadison.com](mailto:awidstrand@cityofmadison.com)



TO: Members of the Plan Commission  
FROM: Hickory R. Hurie  
SUBJECT: Analysis of IZ Waiver Request for One Thousand Oaks  
DATE: May 11, 2006



#### SUMMARY:

Veridian developers propose a 304-unit for-sale development at the corner of Valley View and South Point Road on the western edge of Madison. This is a 42.47-acre site that currently includes woods and open fields. Veridian seeks City second-stage approval of the lower portion of the development plat. The company proposes to build 304 for-sale units in various combinations using one of two basic scenarios. The first **scenario (A)** would require Plan Commission approval of a proposal to permit Veridian to provide certain inclusionary units as part of twin homes and clusters of 4 or 8 units instead of single detached homes. If the Plan Commission were to approve such an arrangement, then Veridian has concluded that it would be able to comply with the full 15% for the inclusionary units. If however, the Plan Commission were unwilling to approve such arrangements or the Council were unwilling to approve changes in the ordinance that would permit this type of compliance, then Veridian proposes **Scenario B**, which involves a waiver and a reduction in the number of inclusionary units provided under the terms of the current ordinance.

**Under Scenario B**, Veridian sought a partial waiver of the inclusionary zoning requirements due to the provision of site amenities, projected costs of the detached units, and the scale of the development.

This analysis for an inclusionary zoning waiver is based upon data furnished by Veridian and by the Planning Unit during April and May 2006.

#### METHOD OF ANALYSIS:

The Council adopted a waiver provision as part of the inclusionary dwelling unit ordinance that requires an analysis of project financial feasibility. The method consists of City running three or more scenarios, using data provided by the developer. The first run is based upon a scenario whereby the project, using current zoning levels, is set at market rate sales. If this version is financially feasible according to the standards adopted by the Common Council, the project is then run with the full 15% inclusionary dwelling units included in the project. If this full IZ scenario does not meet the Council standards for financial feasibility, staff are to recommend a third 'waiver' scenario with attributes (a combination of a partial percentage of IZ units, with units off-site, or payment in lieu of units on-site or reduction of expected number of units) that will provide a sufficient return for financial feasibility.

#### MARKET RATE SCENARIO:

The IZ ordinance suggests that the market rate scenario should be run within the density of the current zoning classification for the parcel. According to Planning Unit staff, the approved Pioneer Neighborhood Plan identifies a base average net density for the low-density portion of this plat as 6.8 dwelling units per acre and the low-medium density portion as 13.2. The Veridian proposal as presented in the Scenario B seeks a density bonus of 7.9% in the low-density portion, and a density bonus in the median density portion of 11.8%. Running the full-market rate scenario at the current zoning density of the Pioneer Neighborhood Plan yields a project with a gross profit margin of 11%, slightly under the Council approved standard of 12.5% to 17.5%

While this would normally preclude qualification for a waiver under the feasibility standards adopted by the Common Council, the Plan Commission in its review of the three most recent waiver requests has accepted the use of the gross profit margin at current zoning levels as a target gross profit margin for the analysis of waiver alternatives.

The overall project appears to offer special challenges and some public amenities that affect project feasibility and suggest reasons to consider some reduction in the inclusionary zoning requirements under Scenario B: the provision of a large amount of open space, the division of the entire plat into two ownership portions, the incorporation a range of housing types and the level of bonus density within the development. Even with a requested density bonus above the Pioneer Neighborhood Plan, the relatively small 11.8% additional bonus units added at marginal costs do

not provide a sufficient enough bonus to offset the projected costs of the inclusionary units at 15%. This dynamic offers some basis for a Plan Commission finding of extraordinary costs, since the fixed land development costs are spread over the initial 203 units in the low-density portion and the 76 units in the medium density portion. The added 25 units would constitute less than 55% of the bonus units.

#### **IZ SCENARIO WITH ADDITIONAL DENSITY BONUS:**

Using the above conclusions, we ran a second scenario with the same cost assumptions but with the density requested by the developer, and the inclusion of the affordable units. According to the Planning Unit, the requested density of 304 dwelling units is from approximately 8 to 12 % greater than the current approved Pioneer Neighborhood Plan permits.

This second scenario, with the additional market rate units and 46 inclusionary units (15% of 304 units 'rounded up') yields a gross profit margin of 9.0%. Hence it does not meet the feasibility standards adopted by the Council, nor does it meet the target gross profit margin suggested by the current zoning scenario.

#### **MODIFIED IZ SCENARIOS WITH ADDITIONAL DENSITY BONUS:**

Staff discussed other options of providing the inclusionary units with the developer and concluded that the provision of new off-site units was not likely, given the lack of available sites in the area.

Using the above conclusions, we ran a third, fourth, and fifth scenario with the same cost assumptions but with different combinations of on-site inclusionary units and waiver payments. The waiver payments were calculated on a formula defined in the ordinance (10% of the average projected sales price of all units in the development). A scenario with 7.5% iz units and a payment in lieu of 23 iz units produces a gross profit margin of 10.3%, insufficient to reach the benchmark of 11.0%.

Two scenarios do appear to reach the target benchmark gross profit margin of 11.0%

A fourth scenario with 7.5% iz unit (23 iz units) and no payment in lieu of the other 23 iz units produces a gross profit margin of 11.0%.

A fifth scenario with 5% on-site iz units (15 iz units) and a payment in lieu of the other 31 iz units of \$505,000 also produces a gross profit margin of 11.0%, the target profit margin established by the 'current zoning' scenario and consideration of extraordinary costs based on the large amount of preserved green space and the relatively small scale of the density bonus on this portion of the plat.

#### **CONCLUSION:**

According to the ordinance provisions, the project does not meet the initial standards of financial feasibility for a market rate project at the density levels permitted either under the current zoning. **However, if the Plan Commission were to find that the preservation of green space and the smaller scale of the bonus produces a dynamic of extraordinary costs, then the project would meet that standard of financial feasibility with a waiver based on the provision of a combination of fewer on-site IZ units and a payment in lieu.**

The Plan Commission could recommend either the fourth scenario (with 23 iz units and no in-lieu payment) or the fifth scenario (with 17 iz units and an in-lieu payment of \$505,000). Either one would then constitute a waiver and reduction of the full 15% iz requirement contemplated in the ordinance for the extraordinary circumstances presented by the proposed 1000 Oaks project.

Cc: Alder Paul Skidmore, Jeanne Hoffman, Brad Murphy, Bill Roberts, Tim Parks, Pete Olson, Barb Constans

Note: Part of the logic inherent in the discussions leading up to the adoption of the IZ ordinance suggested that the City should not be helping an infeasible project at market rate become feasible by waiving one of the primary City public goals (affordable units within larger projects leasing to economically integrated neighborhoods.)

**Veridian**  
**1000 Oaks: Scenario H: Proposed zoning, 5% IZ, half pay**  
**For Sale Parameters for Determining Financial Infeasibility of Inclusionary Zoning**  
**For the periods from July 01, 2006 through December 31, 2016**

Item	Required	Manual	Actual
Interest rate	Prime plus 0.5	Within standards	6.5%
Land/Building acquisition - per square foot raw land	\$5 per square foot - raw land	Reasonable costs, Difference likely due to definitions of gross and net acreage	\$22.93
Hard cost contingency	\$50 - \$55 per square foot, downtown - vacant land \$90 - \$125 per square foot, downtown - improved with building	Within standards	\$22.93
Soft cost contingency	5% new, 8% rehab of AIA contract	Within standards	\$23.73
Contractor profit	5% new/rehab of soft costs	Within standards	4.9%
Contractor overhead	6% of AIA contract (net of profit, overhead and general requirements)	Within standards	4.5%
Contractor general requirements	2% of AIA contract (net of profit, overhead and general requirements)	within standards	5.7%
Parking	4% of AIA contract (net of profit, overhead and general requirements)	Within standards	1.9%
Development fees	\$1,000 per stall - surface \$15,000 per stall - first level underground \$20,000 per stall for second level underground \$27,000 per stall for three levels or more of underground 8% of total project costs, net of development fees and reserves	Edge city development No Parking	3.8%
Square foot cost of construction, includes buildings including profit overhead and general requirements, site improvements and personal property	4 stories and under - \$62.50 per square foot, 5 to 8 stories - \$95, and 8 stories or higher \$110 - \$120	Higher than adopted standards but within industry practice	7.5%
Soft cost	10% of cost of construction	Double adopted standards but includes costs of sales by developer,	\$132.28
Inflation index (for construction costs)	5 year average economic change factor for DOR website or 5 year average HUD AMI increase for IZ units	na	20.3%
Inflation index (factor on costs)	5 year average economic change factor for DOR website or 5 year average HUD AMI increase for IZ units	na	0.0%
Range of market rate initial selling prices	MLS or assessors website comps for market rate IZ as indicated in the ordinance (City of Madison annual calculation based on AMD)	na	0.0%
Sale/transaction costs	6.5% of selling price	See schedule	
Interest rate of return	15% - 30% (assuming 80% leverage, 20% equity) depending upon product type	Within standards	\$0.00
Ratio of sales to inventory (absorption)	Submit similar comps for similar projects	na	22.2%
Gross profit assumption	12.5 - 17.5 sales minus direct project costs (not costs of sale or transaction costs)	Meets benchmark for this project at current zoning	6.0
Association fees	Amount of fees		11.0%
			\$180.00

**ASSUMPTIONS:** Proposed zoning scenario, with 5% iz units 15 at 80%, 0 at 70% AMI prices) For the low density area, the developer has requested 274 units (a density of 6.8 units/acre). The mid-point of the neighborhood plan for this single-family area is 4.0 units/acre, or 203 units. This requested density is 7.9% more than the mid-point of the neighborhood plan. For the low-medium density area, the developer has requested 30 units (a density of 13.2 units/acre). The mid-point of the neighborhood plan for this duplex area is 12 units/acre, or 76 units on a larger acreage. The additional units represent is 11.8% more than the number of units anticipated using the mid-point of the neighborhood plan. This scenario is based on the figures submitted by the developer during April, 2006, with the analysis of density completed by the Planning unit on May 8, 2006.

**INTERPRETATION:**

The Current Zoning scenario at Full Market produced a gross profit margin of a positive 11.0%, which is lower than the standard target profit margin of 12.5 to 17.5% established by the Common Council. In consideration of the extraordinary costs associated with this development, we used the benchmark gross profit margin of 11.0% derived from the existing zoning/neighborhood plan scenario A. With a full 15% or 46 iz units, the gross profit margin falls to 9.0% With a 7.5% setaside for iz units (with 23 at 80% AMI, 0 at 70% AMI) and a payment in lieu of, the scenario yields a gross profit margin of 10.3%, insufficient to reach the benchmark of 11.0%. With a 7.5% setaside for iz units (with 23 at 80% AMI, 0 at 70% AMI) and no payment in lieu of, the scenario yields a gross profit margin of 11.0%, equal to the benchmark of 11.0%. With a 5% setaside for iz units (with 15 at 80% AMI, 0 at 70% AMD) and full payment in lieu of, the scenario yields a gross profit margin of 10.5%, insufficient to equal the benchmark of 11.0%. With a 5% setaside for iz units (with 15 at 80% AMI, 0 at 70% AMD) and partial payment in lieu of, the scenario yields a gross profit margin of 11.0%, equal the benchmark of 11.0%.

**CONCLUSION:**

The project appears to qualify for a waiver. Listed below are the best combinations of on-site units, and payment in lieu.

Alternatives:	GPM	
Fourth Scenario:	23 units, no payment in lieu of	11.00% ok
Fifth Scenario:	15 units, payment in lieu of \$505,000	11.00% ok

The trade-off between the two recommended scenarios is the seven additional units or the \$505,000 in the iz special revenue fund.

Document No.

# 1000 OAKS NEIGHBORHOOD DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

CITY OF MADISON, DANE COUNTY, WI.

Drafted by and return to:  
**Gail Foltman**  
**Veridian Homes**  
**6801 South Towne Drive**  
**Madison, WI 53713**

## PREAMBLE

See Exhibit B  
(Parcel Identification Numbers)

Declaration made this \_\_\_ day of \_\_\_\_\_, 2005, by VH Land, LLC, a Wisconsin limited liability company (the "**Declarant**").

**WHEREAS**, Declarant is the owner of real property legally described as the Plat of 1000 Oaks (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 1000 Oaks 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 1-159, and Outlots 1-15 and public and 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 1000 Oaks 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, 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 VH Land, LLC, a Wisconsin limited liability company, or their successors and assigns.

**D)** "Lot" shall mean and refer to the lands described as 1000 Oaks 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 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. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit.

	<b>Use</b>	<b>Number of Assessment Units</b>
1)	Single Family:	One (1) per Dwelling Unit.
2)	Multi-Family Residential Apartments	Seventy-five/100 <sup>th</sup> (075) per Dwelling Unit
3)	Multi-Family Condominiums	Seventy-five/100 <sup>th</sup> (075) per Dwelling Unit
4)	Multi-Family Townhomes/Duplexes	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 shoveling with particular attention being paid to cross walk ramps and islands, improvements to common areas, upkeep of stormwater 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 and trash pickup in alleys.

##### 3) **Specific Responsibilities.**

(a) **Traffic Calming Devices.** 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. 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



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 therefor. 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 Lots and Outlots shall be permitted:

**A)** Lots 4, 8-193, 195-197, 199-203, 205-211, 213, 214, 216-267, 269-280, 282-287 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.

**B)** Lots 1-3, 5-7, 194, 198, 204, 212, 215, 268, 281 shall be used for multi-family residential 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 use and to have forever released any right to object to such use.

**C)** Outlots 4, 6, 8, 9, 11 are Public Alleys as shown on the Plat are to be dedicated to the Public. The cost of the maintenance of the Public Alleys shall be the responsibility of the City of Madison except for trash removal as referenced in Section B-16) Notice to Owners, Subparagraph B).

**D)** Outlots 3, 15, 20 shall be used as permanent open area and shall be deemed a part of the Common Property, 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.

**E)** Outlots 1, 2, 5, 7, 10, 12, 13, 19 as shown on the Plat shall be dedicated to the City of Madison for stormwater management and public pathway purposes.

**F)** Outlot 14 as shown on the Plat shall be dedicated to the City of Madison for park purposes.

**G)** Outlot 17 and 18 shall be used for future development and shall be a separate plat.

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.

Except as otherwise provided herein, no buildings, other than 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.

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. 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 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 (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 or 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)** 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.

**C)** Certain Lots, defined below, within the Plat are subject to a Joint Driveway Easement and/or Maintenance Agreements, which shall be for driveway purposes as shown on the Plat and will be subject to a Joint Driveway Easement ("**Joint Driveway Easement**") and/or Maintenance Agreements ("**Maintenance Agreements**") setting forth the adjoining Lot Owners' rights to use and obligations to maintain the joint driveway. The configurations of some Lots on the public alleys require that they have a shared driveway. In some cases, that will require one Lot to grant the other an Easement permitting use of the joint portion of the driveway and allocating responsibility for maintenance costs. In other cases, the Lot will only have a Joint Maintenance Agreement ("**Joint Maintenance Agreement**") allocating responsibility for maintenance of the joint driveway located in the public-right-of-way.

**D)** Public utility easements (five foot (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. Ts 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) 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-11) 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-12) 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-13) 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-14) 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-15) Mailboxes.** Mailboxes serving homes in the neighborhood, whether individual or multi-gang shall be as determined, and as provided by Declarant at Declarant's sole cost

and expense. Damaged or missing mailboxes shall be replaced with a mailbox 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-16) 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 neighboring property have been approved for multi-family apartments or condominiums. At closing, the deed for each Lot will include an Exhibit A attachment evidencing Owners waiver of objection to such uses. By acceptance of a deed to a Lot, Owners accept such uses and waive any objections to the same.

**B) Public and/or Private Alleys:** Public and/or Private Alleys as shown on the Plat as outlots 4, 6, 8, 9, 11 will be dedicated to the City of Madison. The cost of the maintenance of the Public Alleys shall be the responsibility of the City of Madison. Certain Lots in the Development border public alleys, which are intended to serve as the access to such Lots. Restrictions on the public alleys are summarized as follows:

1) There will be no public trash, leaf or recycled material pick-up service in said alley, 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 alley 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.

2) Mailboxes for homes located on the public alleys may be clustered at on end of the public alley 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 public 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 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 with in the area permitted.

**Part C**  
**ARCHITECTURAL CONTROL COMMITTEE**

**C-1) Membership.** Declarant shall establish an Architectural Control Committee ("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 court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, landscaping 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**") depicted in Exhibit F attached hereto and incorporated herein by reference, 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. It is contemplated that the Development will be the subject of a comprehensive, written set of Design Guidelines as set forth herein at Part D. 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 \$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 approve or disapprove 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:

1000 Oaks Homeowners Association, Inc.  
Architectural Control Committee  
Veridian Homes  
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.

**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 Dwelling Units.

**A) 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:

Cottage Prairie	Craftsman Shingle	Four Square Traditional	Farmhouse Victorian	Main Street Southern Traditional
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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 of the same design as the base 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. For homes without porches adjacent to the garage, 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 or four car garages. For 3-car front entry garages, the third stall must have a minimum setback of the greater of two feet (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 should be 8' x 18' is required if on standard plan.

**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 outlined in the Color Chart established by Declarant for the Development 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" smooth finish vinyl with colors as outlined in the Color Chart 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 as approved by the Committee. Colors shall be as outlined in the approved neighborhood color chart.

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) Facia shall be 6" minimum aluminum with colors as outlined in the Color Chart, wood may be used when appropriate to the architectural style.
- b) Aluminum soffit and eave color shall match facia
- c) A minimum twelve-inch (12") overhang is required at typical eaves and gable ends. However, six inches (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.

### F) Exterior Wall Surfaces.

1) Siding material shall be Wolverine Classic Triple 3 smooth finish or equal as approved by the Committee. Classic double 4.5 or special shapes may be used as appropriate to architectural style. Colors shall be as outlined in the approved neighborhood color chart.

2) Windows may be vinyl; vinyl clad, aluminum clad or wood with colors as outlined in the approved neighborhood color chart.

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 indicated on the Color Chart 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. 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.

1) Fencing shall consist of wood and shall be stained or painted. Only two styles of fencing are permitted and are detailed in Exhibits "E-1" and "E-2".

- 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 colors shall match the lighter of the home's trim or siding color.

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 may not project past the sideyard setback for that side facing the street. Refer to your survey map to establish side yard setbacks for the side of the lot facing the street.

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 and shall be stained or painted. Only two styles of fencing are permitted and are detailed in Exhibits "E-1" and "E-2".
  - 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 out from the kennel or run.
  - d) Fencing colors shall match the lighter of the home's trim or siding color.
- 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) Antennae or satellite dish shall be placed in rear yards or on the rear roofline of home and shall not be visible from curb directly in front of the home.

c) Antennae or satellite dish shall not project past the upper most roof ridgeline.

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.

## **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.**

- 1) Notices to Declarant shall be given to Declarant at the following address: 6801 South Towne Drive, Madison, WI 53713.
- 2) Notices to an Owner of any Lot within the Development shall be given in care of the street address of the Lot.
- 3) Any party may change its address by written notice given to the other parties. Either party, its successors and/or assigns, may change said addresses by notice properly given hereunder.

**E-8) Amendment.** 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.

**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.

DRAFT





**MORTGAGEE'S CONSENT**

\_\_\_\_\_ hereby consents to the forgoing Declaration of Conditions, Covenants and Restrictions for the Plat of 1000 Oaks.

BY: \_\_\_\_\_

**STATE OF WISCONSIN )**

) ss

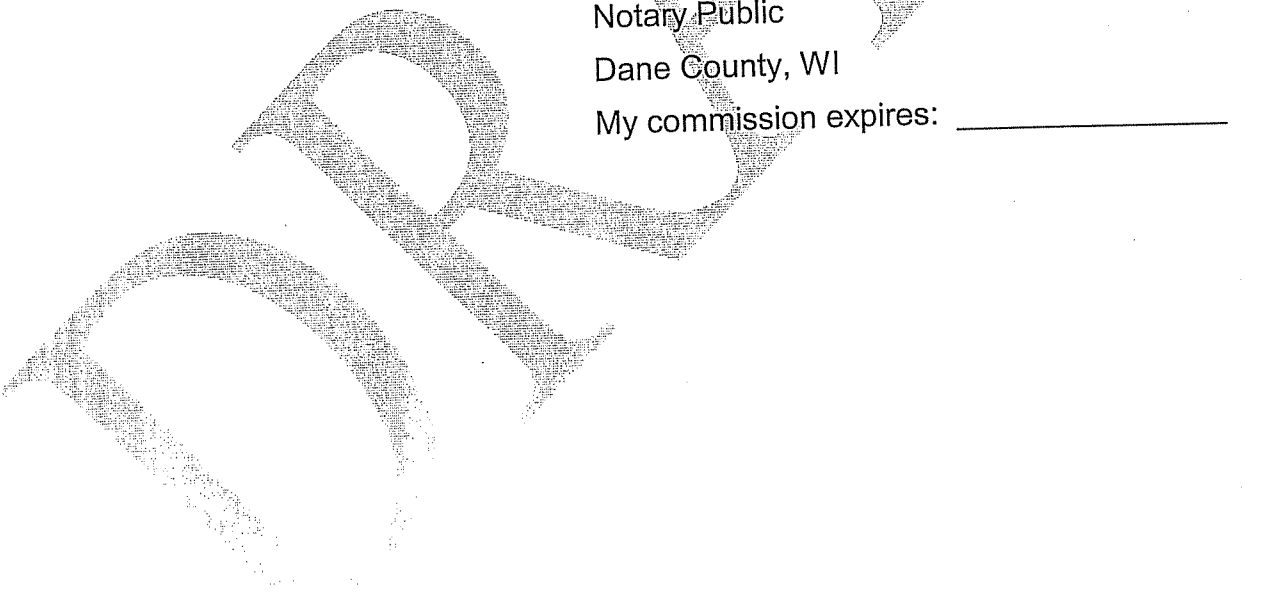
**COUNTY OF DANE )**

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_ To me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public

Dane County, WI

My commission expires: \_\_\_\_\_



6

**Exhibit "A"**

Certified Survey Map No 4523 and a parcel of land all located in the NW ¼ and the SW ¼ of the NE ¼ of Section 28, T7N, R8E, City of Madison, Dane County, Wisconsin

**Plat to be supplied by D & K**

DRAFT

Exhibit "B"  
251/0708-238-0101-3

DRAFT

EXHIBIT "C"

Total Minimum Points for Landscaping

Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
	300	425
	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.

FENCE EXHIBITS EI and E2

EXHIBIT F

**ARCHITECTURAL REVIEW APPLICATION**

1. Owner(s): \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Home telephone number: \_\_\_\_\_

4. Email address: \_\_\_\_\_

5. General description of alterations being submitted:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Estimated starting date: \_\_\_\_\_

7. Estimated completion date: \_\_\_\_\_

8. 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.

9. 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").

10. 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.

11. Owner(s) agree to remove all unused materials from public view within seven (7) days following the completion of any work.

12. 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.

### **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.
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 location and dimension of the proposed alternations, including orientation with respect to the property lines, must be provided for applications, including but not limited to decks, patios, walls, storage sheds, fences, gazebos and any structural additions to the home.
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. You may attach these documents to the application to be submitted. 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. 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 buildable.
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.

Initials \_\_\_\_\_

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





Department of Planning & Development  
**Planning Unit**

Website: [www.cityofmadison.com](http://www.cityofmadison.com)

Madison Municipal Building  
215 Martin Luther King, Jr. Boulevard  
P.O. Box 2985  
Madison, Wisconsin 53701-2985  
TDD 608 266 4747  
FAX 608 266-8739  
PH 608 266-4635

December 14, 2005

Great Neighborhoods West, LLC  
Don Esposito  
Veridian Homes  
6801 South Towne Drive  
Madison, WI 53713

SUBJECT: "1000 Oaks" Preliminary Plat and Zoning – 720 South Point Road

Dear Mr. Esposito:

This is to inform you that the Plan Commission, at its meeting of November 21, 2005, recommended approval of the preliminary plat and zoning map changes for the "1000 Oaks" development located at 720 South Point Road, City of Madison, Dane County, Wisconsin.

The Common Council conditionally approved the preliminary plat and zoning changes on December 13, 2005.

The conditions of approval are:

**THE PLAN COMMISSION ADDED THESE SPECIFIC CONDITIONS OF APPROVAL:**

1. That no four or eight-unit buildings be used in the same fashion as the proposed twin homes to meet the affordable housing requirements for this project.
2. That the Inclusionary Dwelling Unit Plan shall comply with the future amendments to the Inclusionary Zoning provisions of the Zoning Ordinance regarding this provision.
3. That condition #5 of the Planning Unit staff report condition be amended to read as follows: "The IDUP and Land Use Restriction Agreement shall not be recorded until the ordinance, requiring the proportion and percentage within the development of attached and detached units to be similar for inclusionary units and market rate units, is amended or the IDUP is revised to replace the affordable twin homes with single-family detached homes in the southern portion of the plat."
4. That the plat be revised to provide a public pedestrian-bicycle path from the park to the northern edge of the plat through Outlots 11 and 12, as called for in the Pioneer Neighborhood Development Plan.

Please contact John Leach, City Traffic Engineering, at 266-4761 if you have questions regarding the following thirteen items:

5. The plat shall be revised to provide a 15-20 foot wide public ped-bike easement from South Point Road to the plat's western edge. The easement would run through the greenway/park outlots and connect with future surrounding developments to provide a neighborhood/regional trail. The alignment may need to start at Outlot 2 and head west or start at Outlot 14 and head west, with the alignment dependent upon further review with City staff and coordination with surrounding properties. **As agreed by the developer, Parks, Traffic Engineering, and Planning, the easement will run through Outlot 14 (park) and Outlot 13.**
6. The plat shall be revised to provide new public streets or public ped-bike easements for a pedestrian grid and access to public transit and schools at following locations: (a) Lots 236/237; (b) Lots 227/228; and (c) possibly Lot 222. **As agreed by the developer and Traffic Engineering, ped-bike easements will be provided at two of the three locations above.**
7. The right-of-way Watts Road shall be revised to 90-feet to provide enough space for the center median and one traffic lane, one bike lane and one parking lane on each side. **AS DISCUSSED WITH THE DEVELOPER, THE RIGHT-OF-WAY OF WATTS ROAD WILL REMAIN AT 80-FEET TO PROVIDE SPACE FOR THE CENTER MEDIAN, ONE (1) TRAFFIC LANE AND ONE (1) BIKE LANE IN EACH DIRECTION, AND PARKING ON ONE (1) SIDE (SOUTH SIDE). IF LOTS P-1, P-2 AND P-3 DESIRE ON-STREET PARKING, 6-10 FEET OF ADDITIONAL RIGHT-OF-WAY WILL NEED TO BE DEDICATED BY THOSE LOTS AT THE TIME OF DEVELOPMENT.**
8. The right-of-way of "H" Street needs to be widened to 66-feet to provide enough space for park usage parking on both sides, as well as traffic calming islands at select intersections. **THIS RIGHT-OF-WAY WILL ONLY APPLY TO THE PARK FRONTAGE SECTION OF THE STREET, NOT DIRECTLY IN FRONT OF RESIDENTIAL LOTS.**
9. The right-of-way at just the intersection of "N" Street and "K" may need to be widened for traffic calming at this entrance to the park. **AS AN ALTERNATIVE, THE DESIGN OF THE STREET MAY SIMPLY DROP A SMALL PORTION OF PARKING FOR A BUMPOUT AT THIS INTERSECTION.**
10. The right-of-way for Valley View shall be widened to approximately 90-feet to provide enough space for a center median with left turn lane, and one traffic lane and one bike lane on each side. This would be similar to the treatment of Felland Road with the Autumn Lake plat. **THIS PLAT'S PORTION OF THE 90-FOOT RIGHT-OF-WAY IS 45-FEET TO CENTERLINE.**
11. The sidewalk on South Point Road shall be constructed to 8-feet wide to promote multi-modal and safe walk and bike to school routes. **A SIX (6) FOOT WIDE SIDEWALK WILL SUFFICE.**
12. The applicant shall execute a waiver of notice and hearing on special assessments for the future traffic signal and associated street improvements at the intersections the City plans to signalize. The traffic signal waiver shall also require a deposit for future area traffic signals and associated intersection changes.
13. As noted to some extent in the applicant's materials, the plat shall include traffic calming measures, for which the maintenance shall be the developer's responsibility.

14. Utility easements shall be provided as follows:

Between Lots	Between Lots	Between Lots
P-21 & P-OL 5	P-121 & P-122	P-196 & P-197
P-22 & P-23	P-141 & P-142	P-201 & P-202
P-24 & P-25	P-145 & P-146	P-203 & P-OL 19
P-32 & P-33	P-147 & P-OL 13	P-211 & P-212
P-48 & P-49	P-150 & P-151	P-216 & P-217
P-51 & P-52	P-153 & P-154	P-226 & P-227
P-69 & P-70	P-158 & P-159	P-240 & P-241
P-75 & P-76	P-161 & P-162	P-243 & P-OL 20
P-77 & P-78	P-164 & P-165	P-247 & P-248
P-92 & P-93	P-167 & P-168	P-251 & P-252
P-97 & P-98	P-171 & P-172	P-254 & P-255
P-101 & P-102	P-174 & P-175	P-257 & P-258
P-104 & P-105	P-177 & P-178	P-270 & P-271
P-110 & P-111	P-182 & P-183	P-273 & P-274
P-114 & P-115	P-185 & P-186	P-276 & P-277
P-118 & P-OL 12	P-189 & P-190	P-285 & P-286
P-119 & P-OL 12	P-191 & P-192	

- 15. The applicant shall show a detail drawing of the 12-foot utility easement dimensions and lot lines on the face of the plat.
- 16. The developer will need to demonstrate/provide how private streetlights will be installed and maintained in the public alleys. The plat shall provide the following note on the face of the plat:  
 "The City will not install lighting in the alleys, but the developer or property owners may request the City to approve a private light(s) in the alley right-of-way. Such private light(s) to be operated and maintained by private interests."
- 17. There will be access restrictions for 1000 Oaks plat for development of this final plat and shall be noted on the face of the plat as follows:
  - a. No Access shall be granted along the westerly right-of-way line of South Point Road.
  - b. No Access shall be granted along the northerly right-of-way line of Valley View Road.
- 18. Public signing and marking related to the development may be required by the City Traffic Engineer for which the developer shall be financially responsible.

**Please contact Gary Dallmann, City Engineering, at 266-4751 if you have questions regarding the following thirty items:**

- 19. All final street names are subject to approval of the City Engineer.
- 20. The City Engineer and City Traffic Engineer shall review the right-of-way needs and curve radii for Watts Road prior to recording the plat. The Developer shall revise the right-of-way if required by the City Engineer.
- 21. The following outlots or portions of outlots shall be widened to 32-feet, dedicated as public right-of-way, and given a street name:

- a. Outlot 4.
- b. The portion of Outlot 6 between "A" Street and "B" Street.
- c. The portion of Outlot 8 between Harvest Moon and "B" Street.

In addition, the right-of-way of Outlot 4 may need further modifications at points where it makes 90 degree bends.

22. The Developer shall be responsible for a portion of the cost of the improvements to Valley View Road and South Point Road adjacent to the plat as required by the City Engineer. Generally, the developers share will include 14-feet of the pavement plus curb and gutter, topsoil and seed, prorated share of storm sewer, prorate share of street lighting, and a portion of the cost of the pedestrian islands at intersections. The work may be done by the Developer or by the City as determined by the City Engineer after consultation with the Developer.
23. This plat is subject to the Lower Badger Mill Creek Impact Fee District for both stormwater management and sanitary sewer. A waiver of assessments will be required to be signed prior to plat sign-off.
24. There is a sanitary sewer capacity issue with this development. In 2007, there is an MMSD sewer interceptor scheduled to relieve this sanitary restriction (South Point Lift Station). The Development will be required to generate a maximum of 0.14 cfs (65 gpm) until the interceptor is in place (Lower Badger Mill Sewer Interceptor).
25. Storm and sanitary infrastructure to serve this plat are scheduled for installation in 2007. The developer shall plan accordingly.
26. Proposed plat layout shall be revised to reflect the Lower Badger Mill Creek greenways and sewer interceptor alignments as proposed by the City.
27. Harvest Moon Lane west of South Point Road shall be changed to a name approved by the City Engineer because this portion of the street is north-south and addresses will conflict with the existing east-west portion of Harvest Moon Lane east of South Point Road.
28. The layout of this plat has created excessive street frontage on public lands dedicated for stormwater management purposes. In addition, due to the small lot size, the open space dedicated to the public for stormwater purposes will be utilized by the neighborhood as open space. The developer shall be responsible for the full cost of street improvements on all outlots except Outlots 13, 14 and 19.
29. The City of Madison will remove snow from the alleys. Refuse collection will be on the public street. If collection from the alley is desired, the collection shall be private.
30. The developer shall dedicate a 10-foot wide right-of-way for sidewalk as follows:
  - a. North side of Lots P34-P38.
  - b. North side of Lots P18-P21.
  - c. North side of Lots P4-P6.

(This dedication will reduce the lands dedicated for stormwater management.)

The Developer shall dedicate a 10-foot wide easement for sidewalk in the private open space immediately east of Lots P6-P8. This sidewalk shall replace the sidewalk along Mineral Point Road between Watts Road and "H" Street.

31. The Developer shall enter into a City/Developer agreement for the improvements required to serve this plat/csm. The applicant shall be required to provide deposits to cover City labor and materials and surety to cover the cost of construction. The applicant shall meet with the City Engineer to schedule the development of the plans and the agreement. The City Engineer will not sign off on this project without the agreement executed by the developer.
32. Two weeks prior to recording the final plat, a soil boring report prepared by the Professional Engineer, shall be submitted to the City Engineering Division indicating a ground water table and rock conditions in the area. If the report indicates a ground water table or rock condition less than 9-feet below proposed street grades, a restriction shall be added to the final plat, as determined necessary by the City Engineer.
33. It is anticipated that the improvements on Harvest Moon Lane and "K Street required to facilitate ingress and egress to the plat/csm will require additional right-of-way and/or grading easements located outside the plat/csm boundary. The developer shall acquire the right-of-way and/or sloping easements as required by the City at the developer's expense. In the event that the developer is unable to acquire the right-of-way and/or sloping easements required, the City shall assist the developer in acquiring the property and the developer shall pay the City for all costs with the acquisition.
34. The developer shall construct Madison Standard street improvements for all streets within the plat/csm.
35. The developer shall show a 30-foot building setback line on the plat/csm adjacent to Watts Road for all lots in the plat/csm adjacent to said roadway.
36. Note: No buffer strip shall be dedicated to the City as the City does not want the maintenance.
37. The developer shall note that City funds for park frontage are limited and will be determined at the sole discretion of the City.
38. ***Value of sidewalk installation under \$5,000.*** The applicant shall Construct Sidewalk to a plan approved by the City Engineer along Valley View Road and South Point Road.
39. The developer shall note the AASHTO design standards for intersection sight distance will be applied during the design of the streets within this plat/csm.
40. An erosion control plan and land disturbing activity permit shall be submitted to the Engineering Division for review and approval prior to recording the final plat/csm. The applicant shall demonstrate compliance with Section 37.07 and 37.08 of the Madison General Ordinances regarding permissible soil loss rates. The erosion control plan shall include Universal Soil Loss Equation (USLE) computations for the construction period. Measures shall be implemented in order to maintain a soil loss rate below 7.5 tons per acre per year.
41. Prior to the issuance of building permits, the developer shall submit a master stormwater drainage plan to the City Engineering Division for review and approval which shows lot corner elevations to the nearest 0.25-foot. For purposes of this plan, it shall be assumed that grading shall be done on a straight line grade between points unless other information is provided. The proposed slope between points shall always be greater than or equal to .0075 ft/ft. If a break in grade is required between lot corners a shot shall be taken at that break in grade to provide the Engineer with enough information

to interpret the plan. The developer shall also show proposed drainage arrows on the plan to indicate the proposed direction of drainage.

The master storm water drainage plan shall be submitted to City Engineering in digital format with elevations/grades/contours shown on the recorded plat map of the development. The digital record shall be provided using the state plane coordinate system – NAD 27.

The following note shall accompany the master storm water drainage plan:

- a. For purposes of this plan, it is assumed that grading shall be a straight line grade between points unless otherwise indicated. All slopes shall be 0.75% or steeper. Grade breaks between lot corners are shown by elevation or through the use of drainage arrows.

No building permits shall be issued prior to City Engineering's approval of this plan.

42. Prior to recording, this plat shall comply with Chapter 37 of the Madison General Ordinances regarding stormwater management. Contact Greg Fries at 267-1199 to discuss this requirement.
43. This site is greater than one (1) acre, and the Developer is required by State Statute to obtain a Notice of Intent Permit (NOI) from the Wisconsin Department of Natural Resources. Contact Jim Bertolacini of the WDNR at (608) 275-3201 to discuss this requirement.
44. All outstanding Madison Metropolitan Sewerage District (MMSD) sanitary sewer connection charges are due and payable prior to connection to the public sewerage system.
45. Wisconsin Administrative Code A-E 7.08 identifies when Public Land System (PLS) tie sheets must be filed with the Dane County Surveyor's Office. The Developer's Surveyor must submit copies of required tie sheets or condition reports for all monuments, including center of sections of record, used in this survey, to Eric Pederson, City Engineering. If a new tie sheet is not required under A-E 7.08, Engineering requests a copy of the latest tie sheet on record with Dane County Surveyor's Office. The Surveyor shall identify monument types on all PLS corners included on the Plat or CSM.  
**Note: Land tie to two PLS corners required.**
46. In accordance with Section S. 236.18(8) Wisconsin Statutes, the Developer's Surveyor shall reference City of Madison NAD 1927 Coordinates on all PLS corners on the Plat or Certified Survey Map in areas where this control exists. The surveyor shall identify any deviation from City Master Control with recorded and measured designations. City of Madison has established NAD 1927 coordinates on all PLS corners within its corporate boundary. If a surveyor encounters an area without a published NAD 1927 value, contact Engineering Division for this information.
47. The applicant shall submit to Eric Pederson, prior to Engineering sign-off of the subject plat, two (2) digital and one (1) hard copy of the **final plat/CSM** to the Mapping/GIS Section of the Engineering Division. **The digital copies shall be submitted in both NAD 27 and WIDOT County Coordinate System, Dane County Zone datums and be consistent with previous formats delivered to the City by the applicant and contain the minimum of the following, each on a separate layer name/level number:**
  - a. Right-of-way lines (public and private)
  - b. Lot lines
  - c. Lot numbers
  - d. Lot/Plat dimensions
  - e. Street names

- f. Easement lines (i.e. street, sanitary, storm (including wetland and floodplain boundaries) water, pedestrian/bike/walkway, or any public and/or private interest easement except local service for Cable TV, gas, electric and fiber optics).

NOTE: This transmittal is a separate requirement than the required submittals to Bob Arseneau for design purposes.

NOTE: New electronic final plat transmittals and notification of changes which occur to the final plat during the time the Engineering Division signs off and receives the digital copies of said plat and the recording thereof, are the responsibility of the Developer/Surveyor.

48. In accordance with Section s. 236.34(1)(c) which says a CSM shall be prepared in accordance with s. 236.20(3)(c) & (f), Wisconsin Statutes, the applicant must show type, location and width of any and all easements. Clearly identify the difference between existing easements (site Register of Deeds recording data) and easements which are being conveyed by the Plat/CSM. Identify the owner and/or benefiting interest of all easements.

**Please contact Kathy Voeck, Assistant Zoning Administrator at 266-4551 if you have questions regarding the following four items:**

49. Provide a revised grading plan of the plat to show that usable open space requirements can be met on the R2T lots in the amount of 800 square feet per each lot. Usable open space shall be in a compact area of not less than 200 square feet, having no dimensions less than 10-feet and having a slope no greater than 10 percent. The required front yard and required street side yards do not count toward usable open space. Revise the grading plan on the following lots, including but not limited to Lots P-163, 167, 168, 169, 196, 197, 229, 230, 231, 233, 241, 242 and 243.
50. Provide a side yard building setback line on the northerly side of Lot P-189. (Note: The lot is not a corner lot.)
51. The face of the plat shall include the following statement: "This subdivision is subject to the Inclusionary Zoning sections of Chapter 28 of the Madison General Ordinances. This requirement shall be satisfied by a separate recorded restriction."
52. Section 28.04(24) provides that Inclusionary Zoning requirements shall be complied with as part of the approval process. Submit to CDBG staff a copy of the approved plans for recording prior to Zoning sign-off on the plat. The applicant shall submit a final Inclusionary Dwelling Unit Plan (IDUP) for approval and recording with the final plat of the subdivision.

**Please contact Bill Roberts of the Planning Unit staff at 266-4635 if you have questions regarding the following six items:**

53. The final plat shall include a landscape screening buffer area along the northerly property line adjacent to the Silicon Prairie plat. Details of the landscaping will be required when specific development/building proposals are submitted for review.
54. A note shall be provided on the final plat and a deed restriction recorded indicating that an Inclusionary Dwelling Unit Plan will be required for the development of the R5 zoned parcels at the time that development plans are submitted for this property. A copy of the recorded restriction will be provided to staff prior to the recording of the final plat.

55. Review and approval of the development covenants and restrictions and responsibilities of the Homeowner's Association by the City Attorney shall be required.
56. The final plat shall designate all lands dedicated to the public for stormwater management and/or sanitary sewer purposes to also add a designation for "local paths, trails, and crossings."
57. Sidewalks shall be provided on both sides of all public streets unless otherwise approved by the City Plan Commission. The Letter of Intent shall be revised to incorporate this condition. There shall be no development on the property until the final plat is approved and recorded and until a zoning map amendment, as been approved covering portions of the plat area to be included in the first phases of development.

**Please contact the Madison Water Utility at 266-4651 if you have questions regarding the following three items:**

58. All public water mains and water service laterals shall be installed by a standard City subdivision contract, except water mains on South Point Road and Valley Vie Road may be installed by an assessment reimbursement contract.
59. All private wells shall be abandoned in accordance with Madison General Ordinance 13.21.
60. The Water Utility will not need to sign off on the final plans, but will need a copy of the approved plans.

**Please contact Si Widstrand, City Parks Division, at 266-4711 if you have questions regarding the following five items:**

61. The woodland will be accepted as park dedication. Total dedication required is approximately 14 acres and total development fees are approximately \$575,000. There is potential for significant credit to the developer for park dedication and improvements, which can be resolved prior to final plat approval.
62. The park will become the primary corridor for the regional bike path. The potential trail routes and feasibility for a trail underpass of South Point Road should be evaluated as part of the plat design. The drainage corridor should be used for pedestrian trails.
63. Lots 155-157 shall be eliminated to provide better street frontage to the active area of the park. It may be possible to relocate these lots to some other edges of the park space that are not as critical for recreation or tree protection.
64. The developer shall provide a tree inventory and assessment to identify any significant disease issues, to ensure protection of trees at the woodland edge adjacent to developed lots, to identify trail corridors and park development locations. Surveyed locations will be required for trees in some areas adjacent to proposed construction. Coordination with the developer will also be required to ensure that fencing of the woodland property lines occurs as part of the development process.
65. Utility easements shall not be allowed across parkland without prior approval of the Parks Division.



Mr. D. Esposito

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**Please contact John Lippitt, Madison Fire Department, at 266-4484 if you have questions regarding the following three items:**


66. Provide fire apparatus access as required by Comm. Chapter 66.0500 and MGO 34.19, as follows:  
Provide a fire lane with the minimum clear unobstructed width of 20-feet. Information: P-37, 36, 35, 20, 19 and 5 are served by a 26-foot fire lane. No on-street parking will be allowed on this access, 26-feet – 8 feet parking = 18-foot fire lane in these locations, or increase access lane to 28-feet and one side can have parking.
67. All portions of the exterior walls of newly constructed one- and two-family dwellings shall be within 500-feet of at least one fire hydrant. Distances are measured along the path traveled by the fire truck as the hose lays off the truck. See MGO 34.20 for additional information.
68. Where there is a change in the direction of a fire lane, the minimum inside turning radius shall be at least 28-feet.

The plat shall be approved by the State Department of Development.

The plat covenants and restrictions for this subdivision will be submitted to the Planning Unit staff for review and approval.

Any appeal from the action, including the conditions of approval, must be filed with the Circuit Court within thirty days from the date of this letter. Review and approval of the final plat will be required. Final Urban Design Commission review and approval will be required for the PUD sites, unless determined otherwise by staff to the Urban Design Commission.

Sincerely,

 , FOR

Bill Roberts  
Planning Unit

Enclosure

cc: City Engineering  
Traffic Engineering  
Zoning Administrator  
Pellett Development, LLC, 702 South Point Rd., Verona, WI 53593  
D'Onofrio Kottke & Assoc., 7530 Westward Way, Madison, WI 53717  
Vandewalle & Assoc., 120 E. Lakeside St., Madison, WI 53715