DECLARATION OF EASEMENTS AND
PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TWIN HOMES AT UPTOWN CROSSING

RETURN TO:

Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

See Exhibit A
Parcel Number

This Declaration of Easements and Protective Covenants, Conditions and Restrictions For Twin Homes at Uptown Crossing (this "Declaration") is made this _____ day of _____, 2024, by FITCHBURG TOWNHOME PARTNERS LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant") and/or its successors and assigns.

RECITALS

A. Declarant is the owner of certain real property located in the plat of Uptown Crossing (the "Plat'') located in the City of Fitchburg, Dane County, Wisconsin. The property consists of "Lots" and "Outlots" as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), and the Plat is shown in Exhibit B, attached hereto and incorporated herein by reference; and

B. Declarant desires to subject the Lots and Outlots to the terms hereof, so that the Lots and Outlots will be maintained as a planned development with Twin Homes (as defined below) and shared common property (the "Development;") and

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

D. Declarant desires to subject the Development to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

E. 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 Landscape Easement Area (as such terms are defined below) and facilities, as set forth below, and administering and enforcing the covenants and restrictions, and collecting and disbursing the General Assessments and Special Assessments and charges as hereinafter or in the future created or established, and promoting the health, welfare and recreation of the Development's residents, and to that end Declarant has incorporated the Twin Homes at Uptown Crossing Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "Association");

NOW, THEREFORE, the Declarant declares that the Property constituting the Development will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

I. DEFINITIONS

A. "Association" shall mean and refer to the Twin Homes at Uptown Crossing Homeowners Association, Inc., and its successors and assigns.

B. "Board" shall mean the members of the Board of Directors as determined in the Bylaws.

C. "Bylaws" shall mean the governing instrument by which the Association is managed.

D. "City" shall refer to the City of Fitchburg, a Wisconsin Municipal Corporation.

E. "Common Expense" and "Common Expenses" shall mean any all expenses incurred by the Declarant, the Association or any management company, on behalf of or pursuant to its contract with the Association, in connection with the management and maintenance of the Common Property, the Landscape Easement Area and administration of the Association, including, without limitation, property management fees and expenses, real estate taxes on the Outlots, cost of insurance and all costs of collection of charges due under this Declaration (including attorneys' fees).

F. "Common Property" includes the Outlots and any rights and obligations arising from the Driveway Easement, Mailbox Easement Area, Sidewalk Area located across the Lots and the Outlots and which are intended for common use or are necessary or convenient to the existence, maintenance or safety of the Development. Common

Property shall also include all improvements located on such Common Property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include any traffic calming measures located within the drive aisle located upon the Outlots and Driveway Easement area.

G. "Declarant" shall mean and refer to Fitchburg Townhome Partners LLC, a Wisconsin limited liability company, and/or its successors and assigns.

H. "Driveway Easement" shall mean and refer to the easement granted pursuant to that certain Agreement Regarding Alleyways on Outlots 4 and 5 for the benefit of Lots 61-72 and Private Rear Lane Across Lots 61-72 of the Plat of Uptown Crossing, City of Fitchburg, Dane County, Wisconsin recorded on July 7, 2017 with the Dane County, Wisconsin Register of Deeds as Document Number 5339635 as amended by Declaration of Private Reat Lane Easement and Amendment to Agreement Regarding Alleyways recorded on January 22, 2018 with the Dane County, Wisconsin Register of Deeds as Document Number 5385223.

I. "Driveway Easement Area" shall mean the area encumbered by the Driveway Easement.

J. "General Assessments" shall mean the assessments levied against each Lot by the Association on January 1 and July 1 of every year for the purpose of maintaining a fund from which Common Expenses may be paid.

K. "Landscape Easement" shall be defined in Section III(I)5.

L. "Landscape Easement Area" shall mean the area which is encumbered by the Landscape Easement.

M. "Lot" shall mean and refer to the individual subdivided single family lots in Uptown Crossing 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.

N. "Member" shall mean an Owner who owns a Lot in the Development.

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

P. "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 Lots described in Exhibit A. A purchaser of any of the Lots by land contract shall be referred to as '"Owner" instead of the land contract vendor.

Q. "Outlots" includes Outlot 3, Outlot 4 and Outlot 5.

R. "Party Wall" means a shared, common wall that divides two separate residential dwellings within a single structure and which structurally supports a roof over the structure.

S. "Sidewalk Area" means the area along Argus Lane that is part of the City's parkway, but which includes lawn area, street trees and a sidewalk which shall be deemed Common Property for purposes of this Declaration.

T. "Special Assessments" shall mean the assessments levied against each Lot or one or more Lots by the Association from time to time for the purpose of covering a short fall in the General Assessments, for paying for the cost of repairs or improvements to the Common Property or Landscape Easement Area.

U. "Twin Home" shall mean a two-dwelling unit residential structure located upon two adjacent Lots within the Development, sharing a common "Party Wall" and a roof which is supported in part by the Party Wall.

V. "Twin Home Unit" shall mean one of the dwelling units located within a Twin Home.

II. ASSOCIATION MATTERS.

A. Members. Declarant shall 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. Persons or entities, including a land contract vendor, who holds an interest merely as security for the performance of an obligation, shall not be members of the Association. Tenants of Lots who are not Owners shall not be members of the Association. The Owners of each Lot shall be responsible for 8.333% of the total Common Expenses ("Percentage Interest"). Each Lot shall be entitled to one (1) vote in matters left to the vote of the Association.

B. Declarant as Member. Declarant shall be a Member of the Association with respect to each and every Lot it owns.

C. Management by Board of Directors. The Association shall be managed by its Board of Directors pursuant to the Bylaws. Until such time as the Declarant no longer owns any Lots, the Declarant shall be entitled to appoint all of the members of the Board of Directors. No member of the Board of Directors appointed by the Declarant shall be obligated to be an Owner of a Lot. Any other member of the Board of Directors must also be an Owner of a Lot either directly, or indirectly through a trust or legal entity owned by it.

D. Description of Association Obligations.

1. Association Management. The Association may retain a professional property management company with the experience necessary to perform the duties of the

Association. If the Association does not engage a management company, it shall self-perform the management services through the engagement of contractors as its Board deems necessary. The Association shall be responsible for the maintenance of the Common Property and the Landscape Easement Area; assessing General Assessments and Special Assessments; insuring the Association against liability and damage to Association property; managing architectural control; enforcing the covenants, conditions and restrictions set forth in this Declaration and facilitating recovery of maintenance expenses between Owners of Twin Home Units within a Twin Home.

2. General Fund. The Association shall be entitled to assess General Assessments against the Lots for purpose of establishing a fund for the purpose of defraying the Common Expenses of the Association (the "General Fund"). The Board shall prepare a budget for each calendar year for Common Expenses and reserves which shall identify the General Assessments for the applicable year. In the event there shall be a surplus in the General Assessments for a given year, the Association shall deposit and hold any surplus in the Association's operating account. The surplus, in the discretion of the Association, may be applied to future Association expenses as they become due. There shall be no obligation on the Association to return the surplus to the Members. As used herein, the term "surplus" shall mean the amount by which General Assessments collected by the Association to pay for Common Expenses exceed the Common Expenses for the fiscal year in question. In the event of a shortfall in the General Fund, the Association may assess a Special Assessment against all of the Lots to cover such shortfall.

3. Declarant's Responsibility for Assessments. Declarant shall not be responsible for General Assessments on Declarant-owned Lots. Instead, Declarant shall be responsible for paying to the Association the amount by which the General Assessments collected by the Association are less than the amount necessary to pay for all actual Common Expenses incurred by the Association for the budget year in question. For purposes of clarity, in no event shall Declarant be responsible for paying any reserves to the General Fund. Notwithstanding the foregoing, if the budget for Common Expenses on a per Lot basis is not sufficient to pay the actual Common Expenses, the Association shall issue a Special Assessment to collect the per Lot shortfall, thereby preventing the Declarant from being responsible for more than its share of the Common Expenses on a per Lot basis.

4. Condemnation or Insurance Proceeds. Condemnation awards and insurance proceeds paid to the Association due to destruction of any Common Property or in the event Common Property is taken by eminent domain shall first be used to reconstruct the damage or otherwise restore the Common Property to a condition of the same or similar utility. Any surplus in such award or proceeds of insurance shall be retained by the Association to offset future costs of repair or replacement of the Common Property.

5. 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 any Lot, shall be deemed to include the rights to use of the Common Property in common with the other Owners even though such interest is not expressly described or referred to therein. The conveyance, encumbrance or lease of the rights to use the Common Property independent of the appurtenant Lot shall be prohibited.

6. Policies of Insurance. The Association shall maintain a policy of general liability insurance which shall protect the Association and the Owners against losses and liability occurring on or about the Common Property or Landscape Easement Area (for damages caused by the Association or any management company). After the Declarant no longer controls the Association, the Association shall also carry fidelity, officers and directors insurance, if such coverage is available. Further, to the extent of any insurable value to any improvements located upon the Common Property, the Association shall maintain property casualty insurance for such improvements. The cost of all such insurance policies shall be Common Expenses and shall be assessed to the Owners as General Assessments.

7. Ownership of Outlots.

a) The Outlots shall be initially owned by the Declarant until conveyed to the Association. Thereafter, the Outlots shall be owned by the Association. The Outlots may not be owned by any other party unless all of the Lots are under ownership of one entity, and only then may the Association convey ownership of the Outlots to such entity. Any proceeds from such conveyance shall benefit a non-profit entity operating in Dane County, Wisconsin, which assists low-income individuals and families with housing so long as the same is consistent with the requirements of the Association's Articles of Incorporation.

b) The Outlots shall be conveyed to the Association by the Declarant for no consideration. 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 Outlots, owned by the Association. All such costs shall be a Common Expense.

E. Management of Common Property and Landscape Easement Area.

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

2. General Responsibilities. Maintenance shall include, but not be limited to, responsibility for landscaping and lawn care such as mowing, seasonal fertilizing, weed treatment, replacement of plants, shrubs and trees, as necessary, replacement of stone bedding and any other matters relating to landscaping within the Common Property and Landscape Easement Area, trash removal in the Common Property, snow removal including shoveling of the drive aisle located within the Driveway Easement Area, Sidewalk Area, upkeep of any Common Property lighting and/or other Common Property utility charges, if any, and any special traffic calming features located within the Driveway Easement Area and/or Outlots, if any. The obligation for maintenance, replacement and repairs of the Outlots and any other Common Property and the Landscape Easement Area shall include, without limitation:

a) Maintaining the drive aisles and sidewalks located within the Sidewalk Area and Driveway Easement Area in good order and repair, with the type of surfacing materials originally installed or such substitute as shall in all respects be equal in quality, use and durability; and

b) Removing all litter, ice and snow, mud and sand, debris and refuse, and sweeping the Driveway Easement Area and Sidewalk Area surfaces to the extent reasonably necessary to keep such surfaces in a reasonably clean condition; and

c) Lawn maintenance and landscaping repair and replacement within the Common Property and the Landscape Easement Area; and

d) Paying for the real estate taxes and assessments and other governmental impositions related to the Outlots, and procuring and paying for such insurance as required herein; and

e) Maintaining certain public and private improvements and facilities which are the subject of certain agreements placed of record by Declarant, if any, which shall be deemed necessary for the development of the Development and the use and enjoyment thereof by the Lot Owners. The obligations of Declarant under the terms of such agreements will be binding on the Association.

F. Assessments.

1. General Assessments. The General Assessments against each Lot shall be assessed according to its Percentage Interest as set forth above. General Assessments shall be due in advance on the first day of each January and July of each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, court costs, and attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

2. Special Assessments. The Association may, whenever necessary or appropriate, levy Special Assessments against one or more of the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or Landscape Area or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Development. In addition, the Association shall have the authority to levy Special Assessments against one or more of the Lots, but less than all, in cases where the Association incurs expenses that are attributable to the act or failure to act by one or more Lot Owners in violation of this Declaration, the Articles of Incorporation, Bylaws or any rules of the Association in effect from time to time. Special Assessments may also be imposed by the Association for failure to pay any fines levied against an Owner pursuant to this Declaration or any rules of the Association in effect from time to time. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs, court costs and attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

3. Lien. The Association, or any management company, on behalf of and pursuant to its contract with the Association, shall have the right to collect all General Assessments and Special Assessments and such sums shall constitute a lien on the Lot or Lots against which the General Assessment or Special Assessments are made. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. The Association or any 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's 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.

4. 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 Lot shall not release the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment(s) as to payments which become due more than six (6) months prior to such sale or transfer. No sale or transfer pursuant to foreclosure or proceedings in lieu thereof shall relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

5. Joint and Several Liabilities of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right

to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Lot 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.

6. Closing Assessment. Upon the initial closing of the sale of each Lot, the purchasing Owner(s) of such Lot shall contribute $250.00 to the General Fund for payment of Common Expenses.

III. CONDITIONS, COVENANTS AND RESTRICTIONS

A. Applicability. Uses, other than the uses set forth in this Article, shall not be permitted on the Lots or Outlots, as applicable, without the prior written approval of the Declarant and the Association, as appropriate. After Declarant control of the Association has terminated, only the approval from the Association shall be required.

B. Land Use And Building Type. Only the following designated uses for Lots shall be permitted:

1. Lots shall be used for single family residential purposes only. No business of any kind shall be conducted within any Lot or Twin Home Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than a Twin Home Unit. Notwithstanding the foregoing, an Owner is permitted to lease a Lot and its Twin Home Unit in accordance with this Declaration.

2. Outlot 4 and Outlot 5 shall be used for a drive aisle and utility easement purposes for the benefit of the Development. Outlot 4 and Outlot 5 shall be owned and maintained by the Association. Parking in the Outlots or upon any Driveway Easement Area is prohibited. Portions of the Lots subject to the Driveway Easement shall only be used for the purpose of vehicular, bicycle and pedestrian access to the garages serving the improvements located upon the Lots.

3. Outlot 3 is a landscaped buffer area between Lot 61 and South Syene Road, and shall be owned and maintained by the Association.

4. Uses, other than the uses set forth in this Section shall not be permitted on the Lots or Outlots, as applicable, without the prior written approval of the Declarant and the Association, as appropriate. After Declarant control of the Association has terminated, only the approval of the Association shall be required. Except as otherwise provided herein, no buildings, signs or other structures may be constructed on any Outlot, without the consent of the Association.

C. Twin Homes; Twin Home Units; Party Wall.

1. Declaration of Party Wall. Each Twin Home is divided into two Twin Home Units along its Part Wall. The Party Wall shall at all times and in all respects be

considered a "party wall" as the term is commonly and legally referred to under Wisconsin law.

2. Use of Party Wall and Twin Home. The Owner of each Twin Home Unit within a Twin Home shall have and possess the right and easement to use the Party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of such Owner's Twin Home Unit, and shall also have the right and easement to use the common roof of the Twin Home constructed on the Twin Home Property at the intersection of the common roof and the Party Wall. For so long as the Twin Home stands on both Lots, neither Owner shall be entitled to use the top surface of the Party Wall to the exclusion of the use thereof by the other Owner. If one Twin Home Unit is demolished, then the Owner of the Lot on which the remaining Twin Home Unit remains standing shall be entitled to use the entire Party Wall (including the top surface thereof) to the exclusion of the use thereof by the other Owner, and there shall be deemed an easement for the benefit of the Owner whose Twin Home Unit remains for so long as such Twin Home Unit remains, or until the demolished Twin Home Unit is re-constructed.

3. Repair and Maintenance of Party Wall and Twin Homes. Either Owner may repair and/or maintain the Party Wall and the common roof and structural elements of the Twin Home shared by the Owners as necessary to ensure that the Party Wall and roof of the Twin Home shall remain structurally sound and, except to the extent set forth below, the cost of such repair and maintenance shall be divided 50% to each Owner. Each shall promptly pay their respective share of the expenses of maintenance or repair of the Party Wall and the structural elements and roof of the Twin Home within thirty (30) days of billing therefor. If an Owner does not timely pay, the other Owner or the Association may pay on behalf of the non-paying Owner. If an Owner pays for repairs of a Twin Home and/or Party Wall for a non-paying Owner, it shall remit all detail relating thereto to the Association, which Association shall issue a Special Assessment and pursue its remedies to recover such costs from the non-paying Owner in accordance with this Declaration and applicable law. Upon recovery of damages pursuant to such remedies, the Association shall be entitled to reimburse itself for its costs in such matter, and, if applicable, remit the remainder to the Owner(s) who paid for such repairs on behalf of the non-paying Owner. Repairs to the Party Wall or Twin Home necessary for one Owner but not the other Owner shall by paid for by the Owner who solely benefits therefrom. For example, if the roof wholly over a Twin Home Unit (and not the Party Wall) requires repair, the Owner of such Twin Home Unit shall solely be responsible for such repair. However, if the repair is over the Party Wall or if the entire roof of the Twin Home requires replacement, then the costs shall be shared equally.

D. Insurance. The Owners shall procure and maintain the following insurance coverages.

1. Each Owner shall keep the improvements located on its respective Lot, its Twin Home Unit, including the Party Wall and the roof over the Twin Home Unit

and Party Wall, insured with "all risk" coverage on the Lot for an amount equal to not less than one hundred (100%) percent of the insurable replacement cost thereof. Replacement cost shall be determined annually by the insurance carrier responsible for providing such insurance, by an independent appraiser, or by a method acceptable to the insurance carrier providing such coverages. Such policy shall be endorsed with a replacement coverage endorsement and an agreed amount clause (waiving any applicable coinsurance clause). It is recommended that the Owners of the Twin Home Units within a Twin Home use the same insurance carrier for such insurance to ensure no gaps in coverage or defense of co-insurance. On or before twenty (20) days after written request by an Owner of a Twin Home Unit, the other Owner of the Twin Home Unit within the Twin Home shall provide the proof of insurance coverage meeting the requirements of this Section.

2. Each Owner shall insure against public liability claims and losses on a general liability form of insurance with broad form coverage endorsements covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about its Lot, or as a result of operations thereof in an amount of not less than, in the form of primary and umbrella coverages, One Million and no/100th ($1,000,000.00) Dollars per occurrence/aggregate. On or before twenty (20) days after written request by an Owner of a Twin Home Unit, the other Owner of the Twin Home Unit within the Twin Home shall provide the proof of insurance coverage meeting the requirements of this Section.

3. Each Owner shall be responsible for obtaining appropriate insurance on said Owner's "contents." Insurance policies required under Section III(D), above, shall be purchased from reputable and financially responsible insurance companies

E. Demolition of Twin Home; Reconstruction. An Owner ("Demolishing Owner") may demolish or tear down is Twin Home Unit, subject to the following:

1. The Demolishing Owner shall advise the other Owner, in writing, of its intent to demolish its Twin Home Unit at least ninety (90) days prior to initiating such demolition.

2. Provided there is then in existence a Twin Home Unit on the other Lot ("Remaining Twin Home Unit"), the Demolishing Owner shall, prior to initiating demolition and at its sole expense, obtain a written structural engineering analysis or report from a licensed structural engineer approved by the other Owner (such approval not to be unreasonably withheld or delayed), which shows that the demolition may be accomplished without damage to the structure of the Remaining Twin Home Unit, and indicates the portion(s) of the Party Wall and Twin Home, if any, which may be demolished while retaining adequate support for the Remaining Twin Home Unit. The Demolishing Owner shall provide the other Owner with a copy of the written analysis or report at least sixty (60) days prior to initiating demolition.

3. The Demolishing Owner shall, prior to initiating demolition, at its sole expense, obtain proof of comprehensive general liability insurance and workers compensation coverage in amounts reasonably deemed acceptable by the other Owner, in form and with companies reasonably satisfactory to the other Owner, from any contractors carrying out the demolition. Such insurance policies shall name the other Owner and the holder(s) of any mortgage(s) on the other Lot as additional insureds, and shall contain a waiver of the insurer's subrogation rights. A copy of the paid policy evidencing such insurance or a certificate of the insurer certifying the issuance of such policy shall be delivered to the other Owner prior to commencing demolition. Owner shall ensure that any contractors carrying out the demolition shall have insurance meeting the aforesaid requirements in place prior to initiating the demolition.

4. Provided there is then in existence a Remaining Twin Home Unit, the demolition shall be accomplished under the supervision of a licensed structural engineer in conformance with the report or analysis provided pursuant to Section III(E)(2) above, and in no event shall the Remaining Twin Home Unit be deprived of adequate support and appropriate insulation, sealing and siding of the exposed Party Wall to a complete and finished aesthetic. The demolition shall be accomplished in a good and workmanlike manner and in compliance with all applicable laws and ordinances. Any warranties with respect to the work or materials utilized in such restoration shall be assigned to the Demolishing Owner and the Owner of the Remaining Twin Home Unit.

5. The demolition shall be conducted in such a manner so as to minimize any interference with the use of the adjoining Lot and the Remaining Twin Home Unit.

6. Once the Twin Home Unit is demolished, no improvements which use the Party Wall for structural support may be constructed on the Parcel owned by the Demolishing Owner until approved by the Association, which approval shall be conditioned upon the plans and specifications meeting the requirements of this Declaration and otherwise in compliance with the plans and specifications for the Twin Home Unit originally constructed upon the Lot. If the Twin Home Unit is approved to be constructed, the contractor shall carry the insurance required above for demolition of a Twin Home Unit with respect to its re-construction thereof. If no Twin Home Unit is remaining on a Twin Home Property, then the entire Twin Home may be reconstructed so long as the Owners of both Lots and the Association approve the plans and specifications for the reconstruction thereof (which shall be in substantial conformity to the original construction). In the event of re-construction of a Twin Home Unit or Twin Home, the applicable Owner(s) shall comply with all of the Association's reasonable conditions of such reconstruction, including, but not limited to, obligations to repair any damage to any Common Property caused by such reconstruction and the obligation to require that the contractor(s) performing such reconstruction carry reasonable liability insurance. No Owner may construct a detached structure upon a Lot, unless this Declaration is amended to allow the same.

7. Except as otherwise provided herein, following demolition of a Twin Home Unit and completion of the restoration of the Party Wall as described above, the Owner of the Remaining Twin Home Unit shall be solely responsible for the repair and maintenance of the Party Wall and Remaining Twin Home Unit going forward, until a Twin Home Unit is ultimately reconstructed upon the other Lot.

F. Indemnification Regarding Twin Homes.

1. Each Owner of a Twin Home Unit hereby indemnifies and agrees to hold the Owner of the other Twin Home Unit within a Twin Home harmless from and against any and all loss, cost, claim, liability or expense (including any obligation to contribute to repair or restoration) arising out of or relating to any damage caused to the Twin Home, including the Party Wall, by the negligent acts or omissions of the indemnifying Owner, its employees, agents, representatives, licensees and invitees. No such indemnifying Owner shall be permitted to seek contribution from the indemnified Owner for repairs or restoration of the Party Wall resulting from any such negligent act or omission.

2. Each Demolishing Owner or Owner constructing a new Twin Home Unit hereby indemnifies and agrees to hold the Owner of the other Twin Home Unit within a Twin Home harmless from and against any and all loss, cost, claim, liability or expense arising out of the demolition or construction, as applicable, of its Twin Home Unit, and any construction, restoration or repair work performed in connection with such demolition and construction. No such indemnifying Demolishing Owner or constructing Owner shall be permitted to seek contribution from the indemnified Owner for repairs or restoration to the Party Wall or Twin Home resulting from such demolition, restoration, repair or construction. The provisions of this Section shall survive with respect to any instance of demolition or construction for a period of twelve (12) months from the date on which such demolition or construction is completed.

G. Architectural Control. No Twin Home Unit shall be altered until the construction plans and specifications and a plan showing the modifications have been approved by the Board as to quality of workmanship and materials, harmony of external design with the other Twin Home Unit and the other Twin Homes in the Development.

H. Twin Home Unit, Lot Maintenance and Landscaping.

1. The landscaping to be installed on all Lots must be at least consistent with the landscaping existing on the date of the initial sale by the Declarant of any Lot, or as may otherwise be required by the City. No outbuilding or accessory building of any nature shall be erected on any Lot. No improvements such as in-ground or above-ground swimming pools or spas shall be permitted. No personal property such as bicycles, toys, pools/spas, firepits, garbage cans or any other items of personal property shall be stored outside. Notwithstanding the forgoing, potted plants, grills and patio and deck furniture shall be permitted, however, may only be stored in a tidy manner. Holiday décor may only be placed three (3) weeks

prior to, and remain for a period of three (3) weeks following, the date of the applicable holiday. All Lot areas not used as a building site shall be subject to the Landscape Easement, shall be planted with grass seed or shall be sodded and other landscaped as originally developed, and shall be maintained by the Association on a regular seasonal basis, including mowing of a frequency of not less than once every fourteen (14) days during the lawn growing season pursuant to its rights and obligations as to the Landscape Easement under this Declaration. Except with respect to the obligations of the Association pursuant to the Landscape Easement, maintenance of all improvements on a Lot shall be performed by the Owner. Landscaping maintenance by the Association shall include, but not be limited to, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, and dying and/or diseased trees and shrubs. Owners shall be responsible for watering plants, trees and shrubs located upon such Owner's Lot and for the 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. Porches and patios shall be maintained in a neat and orderly fashion. Excess, damaged or unsightly potted plants, yard ornamentation, lawn furniture and the like shall be prohibited and shall be removed promptly upon request by the Association. All other prohibited personal property shall be removed promptly upon request by the Association. Owners shall be responsible for the removal of snow on the porch and walkway to its own Twin Home Unit.

2. Damage to Lawn; Landscape. If the Owner of any Lot is responsible for damage to its landscape, the Association or property manager engaged by the Association, on behalf of the Association, through its duly authorized agents or employees, shall cause such repair, at the cost of the Owner of the applicable Lot. 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 II(F)(2) above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

3. Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in the fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks, portable moving and storage containers, mini storage or on-site storage containers (collectively, without limitation by reason of enumeration "Equipment"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area upon a Lot but not within the Driveway Easement Area, for the purpose of loading or unloading for a period not to exceed one (1) hour is permitted, provided such parking does not hinder the flow of traffic through the Driveway Easement Area. No vehicles or trailers may be stored or parked overnight on any Lots except within an enclosed garage.

I. Easements Generally.

1. Driveway Easement. The Driveway Easement Area is strictly for ingress and egress through the Lots to the garage of a Twin Home Unit. No structure, planting, personal property or other materials shall be placed or permitted to remain within the Driveway Easement Area. There shall be no parking, permanent or temporary, permitted within the Driveway Easement Area.

2. Public Utility Easement. Public utility easements as set forth on the Plat or otherwise granted are for the use of public and private utilities having the right-of-way to serve the area.

3. Multi-User Mailboxes Easement. Based on new, recently adopted requirements of the United States Postal Service, the Development will receive mail by using CBUs (cluster box units) instead of curb side mailboxes. An easement for the benefit of all of the Lots for access, use and maintenance of the CBUs wherever located upon the Development ("Mailbox Easement Area") is hereby granted, and all rights and obligations therewith shall be deemed Common Property with all maintenance (concrete pad repair and replacement, CBU and snow removal around the CBU) as the sole responsibility of the Association.

4. Sidewalk Area. Although not relating to an easement, all of the Lots and Outlots abut the Sidewalk Area along the Argus Lane property line which Sidewalk Area shall be maintained by the Association.

5. Landscape Easement. The Declarant hereby declares the Landscape Easement over and through the lawn and all landscaped areas of the Lots for the benefit of the Association for the purpose of maintenance, repair and replacement of the lawn and landscaping in keeping with the landscaping as originally developed thereon. The intent of the Landscape Easement is to ensure the regular and uniform upkeep of lawn maintenance and landscape upkeep, repair and replacement. All general maintenance, repair and replacement costs incurred by the Association with respect to all such maintenance, repair and replacement shall be shared by the Lots as a Common Expense in accordance with the Percentage Interest. Notwithstanding the foregoing, the Association shall be entitled to assess a Special Assessment to a Lot for the repair or replacement of any lawn or landscape features which, in its reasonable judgment, are the result of damage caused by the applicable Lot Owner. Such damages shall include additional costs incurred by the Association to clean up pet feces within the Landscape Easement Area. Use of the Landscape Easement Area by the Owner of the applicable Lot for any manner that is not inconsistent with the grant of the Landscape Easement is permitted.

J. Slope and Swale Areas.

1. No Change to Grade. 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 not be changed by the Association or any Owner of a Lot, except for those changes for which a public authority or utility company is responsible.

2. Downspouts. In order to control run off, all down spouts and down spout extenders are to be maintained as originally constructed so as not to cause damage to any landscaped areas.

3. Storm Water Management Plans. If at any time there is a storm water management plan for the Development on file with the City, in the event of conflict between this Section and such storm water management plan, the storm water management plan with the City shall control. 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 of any such correction.

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

K. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Development, including any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Development or which may have a detrimental effect on the value of other Lots and the improvements located thereon.

L. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed on any Lot at any, either temporarily or permanently.

M. Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation or other similar protrusions, other than those originally existing, shall be allowed on the exterior of any Twin Home without the prior written consent of the Association, and, if Declarant owns at least one Lot, the Declarant.

N. Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills or satellite dishes shall be erected on any Lot or on any Twin Home Unit without the prior written approval of the Association, and, if Declarant owns at least one Lot, the Declarant.

O. Laundry. No laundry is to be hung on any Lot, including the decks, patios or in windows.

P. Signs. No sign of any kind shall be displayed to the public view on any Lot except, one professionally produced sign of not more than one square foot, one sign of typical dimensions advertising the property for sale or rent or signs, regardless of size, used by the Declarant or a licensed real estate broker to advertise the property during the initial sales period or to identify the Declarant. No signs will be located in the Outlots other than those placed by the Declarant or a licensed real estate broker to advertise the property during the initial sales period or to identify the Declarant.

Q. 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 Rottweilers or Pit Bulls or any other breed which has a reported propensity for aggressive behavior shall be allowed anywhere within the Development. The Association shall have the right to require the removal of any animal which has demonstrated aggressive behavior anywhere within the Development. No more than two (2) animals shall be permitted per Lot. No animals shall unreasonably disturb other residents of the Development and shall not be left unattended outdoors. Owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective Owner's Twin Home Unit. Lot Owners are responsible for the immediate clean-up of their animals regardless of the circumstances.

R. 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, stored within garages. No incinerators shall be permitted. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot. There will be no public trash, leaf or recycled material pick-up service in the Outlots, but instead, trash and recycling pick-up will be on Argus Lane pursuant to City of Fitchburg requirements. No Outlot, Driveway Easement Area or sidewalk shall be blocked by trash or recycling receptacles. All trash receptacles to include recycling receptacles must be removed from Argus Lane within 24 hours after trash or recycled material pick-up and shall be stored within garages.

S. Garage Door. The garage doors shall remain closed at all times except when in use for ingress or egress purposes.

T. Winter Heating. Whether occupied or vacant, each Twin Home Unit shall be heated to at least 60° Fahrenheit during the winter months.

U. Improvements Within Easements. Any permitted improvements (including, for example, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at the Owner’s expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any such landscaping improvements shall be completed by the Association but shall be reimbursed to the Association by the Owner of the Lot(s) benefiting from such work.

V. Lease Requirements.

1. An Owner may rent its Lot/Twin Home Unit by written Lease (a "Lease"), provided that:

a) The term of any such Lease shall not be less than twelve (12) months, nor longer than twelve (12) months, though it can be extended for twelve (12) month periods annually; and

b) The Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed Lease, and the written approval for any proposed extension of the Lease; and

c) The Lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and any rules adopted by the Association, providing that the Lease is subject and subordinate to those instruments; and

d) The Lease provides that any default arising out of the tenant's failure to abide by the documents referenced in Section III(V)(1)(c) above shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under such reference documents, the right to evict the tenant and/or terminate the Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the Owner and the tenant specifying the violation.

e) Notwithstanding anything else in this provision, the Declarant shall have the right to lease any Twin Home Unit owned by it under any terms it may decide, including, without limitation, the right to short term rental of any such Twin Home Unit. In such case, the Declarant shall have no obligation for Association approval or to keep a copy of any such lease on file with the Association.

2. Standard for Approval of Lease and Tenant. The Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the Lease terms to comply with all provisions of this Declaration; the past failure of the Owner, the tenant or tenant's guests to abide by all provisions of this Declaration; and the past use by Owner, the tenant or its invitees or guests of any part of the Lot in a manner offensive or objectionable to the Association or other occupants of the Development by reason of noise, odors, vibrations, or nuisance.

3. Violations; Remedies.

a) During the term of any Lease, the Owner of such Lot shall remain liable for the compliance of the Lot and Town Home Unit, such Owner and all tenants of the Lot and/or corresponding Town Home Unit with all provisions of this Declaration, and shall be responsible for securing such compliance from the tenants of the Lot and/or Town Home Unit.

b) In the event that an Owner leases out its Twin Home Unit or any portion of its Lot in violation of this provision, the Association may impose a daily fine up to the greater of (i) an amount equal to the daily rental amount being charged by Owner to its tenant and (ii) $100 (this daily fine shall be adjusted up every five years by 5%). Any fine not paid within ten days after billing therefor by the Association shall accrue a late charge in the amount of 1.5% for every month the fine is not paid. In addition to any fines imposed under this Section, the Owner shall reimburse the Association for all costs incurred by the Association, including attorneys' fees, incurred to enforce this Section, any action the Association takes under this Section against Owner or Owner's tenant, and to collect any outstanding amounts owed by Owner to the Association.

IV. ARCHITECTURAL CONTROL

A. Generally. Any changes to any Lot or Twin Home shall be subject to architectural control pursuant to the terms of this Declaration. The Declarant shall be entitled to approve any changes to any Lot or Twin Home Unit so long as the Declarant still owns any Lot in the Development, and thereafter, a majority of the members of the Board shall have such power. All references in this Declaration regarding review and approval of matters affecting any Lot or Twin Home or Twin Home Unit by the Board shall mean such review shall be conducted by the "Declarant" until the Declarant no longer owns any Twin Home Unit.

B. Architectural Control. No structure, whether Twin Home Unit, deck, patio, 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 Twin Home or Twin Home Unit shall be made unless the applicable Owner or Owners has/have submitted its request to the Board (such request, complete with details reasonably necessary to evaluate such request as may be required by the an "Application"). Plans, specifications and plot plans shall have been submitted with the Application for approval. Said Application, plans, specifications and plot plans shall show the changes to 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 Association.

C. Plan Review. The Board shall review said Application, plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation. The Board 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 Board's discretion to grant variances from or make changes to, the guidelines, as they shall determine in the sole exercise of their discretion.

D. Procedure.

1. The Board may charge a "request for action" or "approval" fee not to exceed Fifty and no/100 Dollars ($50.00) for each such request or approval. The Board approval or disapproval, as applicable, as required in this Declaration, shall be in writing. In the event the Board fails to provide, in writing, approval or disapproval within thirty (30) days after application, plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied. The fee shall be used to offset administrative costs relating to the review such as copy cost. Any excess shall be deposited into the General Fund.

2. 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 or reasonably requested by the Board have been submitted. All such submissions shall be made to the Board at the address of the Board President or to such other address that the Board may designate.

3. The Board 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.

4. The Board 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 Board harmless from any perceived discrepancies in the Board's good-faith performance of its duties. Refusal of approval of plans by the Board may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Board shall be deemed sufficient.

5. The Board may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Board shall be assessed by the Association as Common Expenses, except as permitted below. The Board 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 Board shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties.

E. Separate City Approval. Any matters which require approval of the City shall also require approval of the Board. Obtaining approval from the City and the Board is solely the responsibility of the Owner desiring approval. Approval of plans by the Board shall not be deemed approval by the City and approval by the City shall not be deemed approval by the Board.

F. Records. When the Board replaces the Declarant for purposes of architectural control, all plans, applications and requests shall be submitted to the Board, Attn: President of the Association. Until that time, all such plans, applications and requests shall be submitted

to the Declarant: Donald A. Drake III, 2453 Atwood Ave, Ste 203, Madison, WI 53704-5655.

G. Architectural Review Liability. Neither the Declarant or Board, as applicable, 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 Declarant or Board, as applicable, 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. Neither the Declarant, nor the Board, reviews plans for structural design or integrity.

H. Indemnification. Each member or former member of the Declarant or Board, as applicable, 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 recklessness 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 recklessness 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 Expense. Nothing in this Section shall be deemed an indemnification of such person with respect to such person's status as an Owner, occupant or otherwise.

I. Variance. The Board 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.

J. Turnover of Control of Declarant. Declarant shall be deemed to have turned over control of the Association at such time as it no longer owns any Lot and may turn over control of the architectural control to the Board at any earlier time by written notice to the members of the Association. At such time as Declarant turns over architectural control to the Board, or no longer owns any Lot, the Association's Board shall perform all such architectural review as provided hereunder. Until such time, the Declarant shall enjoy all the rights and benefits of the Board under this Declaration.

V. DESIGN GUIDELINES

A. Twin Homes.

1. Generally. No change to the initial siting, form and construction of a Twin Home shall be made without approval from the City and the Board.

2. Ornamental Design Elements. No changes to the ornamental design of a Twin Home Unit or Twin Home shall be made without the approval of the City and the Board.

3. Roof/Facias/Soffits/Eaves. No changes to roof, facias, soffits or eaves shall be made without the approval of the Board and the City, if required by the City.

4. Exterior Wall Surfaces.

a) Siding material shall be premium vinyl or composite material as approved by the ARC if anything other than that which originally existed upon the Twin Home. Vertical board and batten siding is encouraged for accent areas appropriate to the style of the Twin Home. Colors shall be approved by the Board if any color than that which originally existed upon the Twin Home.

b) Windows may be vinyl; vinyl clad, aluminum clad or wood with colors as approved by the Board, which approval shall not be required if the color is white.

c) No changes to the originally existing variation of wall planes on primary elevations shall be permitted without the approval of the Board. No change to the original size and configuration of the front porch shall be permitted, unless such change is permitted by the Board and will be mirrored by the other Twin Home Unit of the Twin Home.

d) No changes to the window configuration on elevations facing public streets or spaces shall be permitted without the approval of the Board.

e) No changes to the originally existing stone shall be permitted without the consent of the Board.

f) The Board shall approve any changes to the trim, siding and roofing colors to assure the most aesthetic combination for a particular Twin Home or Twin Home Unit as well as for the other Lots in the Plat. Both Twin Home Units of a Twin Home shall have the same color and texture scheme.

B. Other Improvements.

1. Fences. No Lot shall have fencing.

2. Patios and Decks. Each Lot has a side-yard patio serving the Twin Home Unit constructed upon the Lot. Such patio may be extended to the extent allowed by applicable law and subject to the approval of the Board, subject to the below

requirements. Decks may be constructed over the patio, but must receive prior written approval of the Board and shall comply with any requirements set out below. The Board may also require the installation and maintenance of landscape materials for screening and aesthetic purposes. A zoning approval or building permit from the City may be required to construct a deck. Approval by the Board does not supersede the need for any municipal approvals or permits.

a) Appropriate patio and deck design shall incorporate the following criteria:

(1) Any patio or deck shall be proportionate in size to the footprint of the Twin Home Unit.

(2) Any patio or deck shall be proportionate in length and width.

(3) No patio or deck shall project past the rear or side yard setbacks.

(4) Any deck must be stained or painted and properly maintained.

b) Inappropriate patio or deck design:

(1) No patio or deck shall be constructed in front yards, other than the porch originally constructed with the Twin Home Unit.

(2) No patio or deck shall be freestanding or be placed arbitrarily on the Lot.

(3) No patio or deck shall interfere with utility equipment. All applicable utility companies shall be consulted for current requirements and the most restrictive shall apply.

3. Outbuildings. No outbuilding, shed or accessory building of any nature shall be erected on any Lot.

4. 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 Board.

a) Appropriate antennae or satellite dish placement:

(1) Only one antennae or satellite dish shall be allowed per Lot.

(2) The location of the satellite dish can be any of the following and shall not be visible from the curb directly in front of the Twin Home Unit:

(a) On a pole in the backyard and located close to the Twin Home Unit.

(b) Attached to the Twin Home Unit.

(c) On the rear roof line of the Twin Home Unit. A satellite dish shall not project past the uppermost roof ridgeline. This method is not recommended as the Owner may have water infiltration issues if the dish is not property installed and roof repairs may not be covered under the applicable roof warranty.

b) Inappropriate antennae or satellite dish placement:

(1) Antennae or satellite dish in front or side yards shall not be permitted.

(2) Antennae or satellite dish shall not interfere with utility equipment.

5. Firewood Storage. No firewood or woodpile shall be kept on any Lot.

6. Solar Collectors. No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the Board 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.

7. 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.

VI. GENERAL PROVISIONS

A. Term. This Declaration shall run with the Property described on Exhibit A attached hereto, and shall be binding on Declarant and all Owners 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 terminated as set forth below.

B. Not a Condominium. Neither the Property nor the Lots described herein constitute a Condominium, nor has the Property or any Lot been made subject to the Condominium Ownership Act under the laws of the State of Wisconsin. Accordingly, the Property and all Lots are subject to the following joint use provisions which shall govern each Lot and each Twin Home Unit described herein as to the use and maintenance of each Lot by the Owners thereof.

C. Enforcement. The Declarant, the Association or any management company on behalf of the Association, 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. The Declarant or Association, as applicable, shall have the right to take action under the terms of this Section and this Declaration as it relates to any architectural control matters. 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 Association 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. Any fine not paid within ten days after billing therefor by the Association shall accrue a late charge in the amount of 1.5% for every month the fine is not paid. Any fine imposed by the Association or any management company acting on its behalf, may be assessed against the Owner(s) by means of a Special Assessment against the Lot or Lots owned by the Owner in violation. In such event, the Association, or any management company acting on its behalf, shall have all rights provided in Section II(F)(2), above, regarding collection of Special Assessments and foreclosure of the lien thereof.

D. 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. 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.

F. Notices.

1. Notices to Declarant shall be given to Declarant at the following address: Donald A. Drake III, 2453 Atwood Ave, Ste 203, Madison, WI 53704-5655.

2. Notices to an Owner of any Lot within the Development shall be given in care of the street address of the Lot or to such other address as an Owner may have given to the Declarant and the Association if such Owner leases the Lot.

3. The Declarant may change its address by written notice given to the Association.

G. Amendment and Release. At any time until Declarant conveys all of the Lots which comprise the entire Property, or earlier upon turning over control of the Association to the Members, whichever occurs first, Declarant may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or occupant, their mortgagees or any other party, including the Association and its Board of Directors. These restrictions or any part thereof may be cancelled, released or amended in writing as

to the entire Development or any part thereof by the Declarant at any time until Declarant conveys all of the Lots or until the Declarant turns over control to the Association, whichever comes first. After the Declarant has sold all of the Lots or otherwise released or assigned its right to enforce this Declaration, then this Declaration or any part thereof may be amended or modified by an instrument executed by the Owners of the Lots holding 67% of Percentage Interests. Termination of the Declaration shall require an instrument executed by the Owners of the Lots holding 100% of the Percentage Interests.

H. 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.

I. 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.

J. 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.

K. 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.

L. Remedies. All remedies herein are cumulative.

[Execution Pages Follow]]

IN WITNESS WHEREOF, the said FITCHBURG TOWNHOME PARTNERS LLC, a Wisconsin limited liability company has caused these presents to be signed and sealed this _____ day of _____, 2024.

FITCHBURG TOWNHOME
PARTNERS LLC

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2024, the _____ of Fitchburg Townhome Partners LLC, who executed the foregoing instrument and acknowledged the same.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission:_____

This Instrument Was Drafted By:

Attorney Melanie S. Lee
Reinhart, Boerner, Van Deuren s.c.
22 East Mifflin Street, Suite 700
P.O. Box 2018
Madison, WI 53701-2018

CONSENT OF MORTGAGEE

The undersigned, _____, the _____ of Lake Ridge Bank, hereby consents to the forgoing Declaration of Conditions, Covenants and Restrictions for Twin Homes at Uptown Crossing. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated _____, 2024

LAKE RIDGE BANK

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2024, the _____ of Lake Ridge Bank, who executed the foregoing instrument and acknowledged the same.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission:_____

EXHBIT A

PROPERTY

OUTLOT 3 OF THE PLAT OF UPTOWN CROSSING, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN RECORDED ON JUNE 13, 2017 WITH THE DANE COUNTY, WISCONSIN REGISTER OF DEEDS AS DOCUMENT NUMBER 5332843, EXCEPTING THAT AREA CONVEYED TO THE CITY OF FITCHBURG, IDENTIFIED AS PARCEL 28 OF TRANSPORTATION PROJECT PLAT 22-3368-4.05, RECORDED AS DOCUMENT NO. 5926179 AND FILED IN VOLUME 61-095B OF PLATS, PAGES 565 AND 566, IN DANE COUNTY, WISCONSIN

OUTLOTS 4 AND 5 AND LOTS 61 THROUGH 72, INCLUSIVE, OF THE PLAT OF UPTOWN CROSSING, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN RECORDED ON JUNE 13, 2017 WITH THE DANE COUNTY, WISCONSIN REGISTER OF DEEDS AS DOCUMENT NUMBER 5332843.

EXHIBIT B – PLAT

(see following page)

UPTOWN CROSSING

OUTLOT 1, CERTIFIED SURVEY MAP NUMBER 14222, AS RECORDED IN VOLUME 96 OF CERTIFIED SURVEYS, ON PAGES 223–228, AS DOCUMENT NUMBER 5227552, DANE COUNTY REGISTRY, LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN

GRAPHIC SCALE FEET
0 30 60 120
SCALE: 1"=60'

BEARINGS ARE BASED UPON THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, WISCONSIN, THE WEST LINE OF THE NE ¼ OF SECTION 11-06-09 MEASURED AS BEARING N02°47'09"E

PAUL R. DAVIDSON S-1556 MADISON, WISCONSIN LAND SURVEYOR

2-15-2017
REVISED 4-27-2017

LEGEND

- FOUND SECTION CORNER OF RECORD, TYPE OF MONUMENT AS NOTED
- FOUND 1 1/4" ø REBAR
- FOUND 3/4" ø REBAR
- FOUND 1" ø IRON PIPE
- SET 1 1/4" ø SOLID ROUND IRON ROD, 18" LONG, 4.17 LBS. PER LINEAL FOOT WEIGHT

ALL OTHER LOT AND OUTLOT CORNERS ARE MONUMENTED WITH 3/4" X 18" SOLID ROUND IRON RODS, 1.50 LBS. PER LINEAL FOOT WEIGHT

NO VEHICULAR ACCESS

( ) "RECORDED AS" INFORMATION

NOTES:

1) THE EXISTING WETLANDS DEPICTED HEREON WERE DELINEATED BY WESBROWN ON MAY 7, 2013 AND CONCURRED UPON BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES ON AUGUST 24, 2013.

2) EXCEPT FOR LIGHT POLES, NO ABOVE GROUND PEDESTALS, TRANSFORMERS OR OTHER SWITCH EQUIPMENT SHALL BE ALLOWED WITHIN STREET RIGHT-OF-WAYS OR ALONG FRONT YARDS OF THE LOTS. SAID ABOVE GROUND STRUCTURES SHALL BE ALLOWED AT REAR YARDS OR WHERE SPECIFICALLY CALLED OUT ON THE PLAT.

3) "VISION TRIANGLES" – THERE SHALL BE NO IMPROVEMENTS OR PLANTINGS WITHIN THE VISION TRIANGLE OVER THREE AND ONE-HALF FEET (3.5') ABOVE EXISTING GROUND.

4) SEE THE FOLLOWING: SHEET 2 AND SHEET 4 FOR NEW EASEMENTS, SHEET 3 FOR EXISTING EASEMENTS AND EXISTING ENVIRONMENTAL CORRIDOR LIMITS, SHEET 4 FOR VISION TRIANGLES ALONG SYENE ROAD AND DRAINAGE ARROWS, SHEET 5 FOR LOT AND OUTLOT AREA TABLES.

Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Length
C1	25.00	38.62	088°30'18"	S47°02'18"W	34.89
C2	25.00	39.92	091°29'42"	S42°57'42"E	35.81
C3	15.00	23.56	090°00'00"	N42°12'51"W	21.21
C4	73.00	114.67	090°00'00"	N42°12'51"W	103.24
C5	73.00	13.77	010°48'35"	N81°48'35"W	13.75
C6	73.00	100.90	079°11'26"	N36°48'38"W	93.06
C7	25.00	39.27	090°00'00"	S42°12'51"E	35.36
C8	25.00	39.27	090°00'00"	S47°47'09"W	35.36

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

Certified May 3rd, 2017

Department of Administration

Document No. 5332843

NORTH 1/4 CORNER SECTION 11-6-9 FOUND CONCRETE MONUMENT WITH ALUMINUM DISK

S88°42'33"E 2666.56' (NORTH 1/4 CORNER TO NORTHEAST CORNER)

NORTHEAST CORNER SECTION 11-6-9 FOUND CONCRETE MONUMENT WITH BRASS CAP

LOT 1 C.S.M. NO. 14222

LOT 1 C.S.M. NO. 10702

S88°42'33"E 519.01'

N01°40'41"E 35.47'

S88°42'33"E 446.84'

OUTLOT 3 RESERVED AS NON-BUILDABLE PRIVATE OUTLOT

OUTLOT 4 RESERVED FOR PRIVATE REAR LANE PURPOSES FOR THE BENEFIT OF LOTS 61-72

OUTLOT 5 RESERVED FOR PRIVATE REAR LANE PURPOSES FOR THE BENEFIT OF LOTS 61-72

OUTLOT 6 DEDICATED TO THE PUBLIC FOR PARK PURPOSES

OUTLOT 7 DEDICATED TO THE PUBLIC FOR WETLAND AND OPEN SPACE PURPOSES

75' ENVIRONMENTAL CORRIDOR VEGETATIVE BUFFER

OUTLOT 8 DEDICATED TO THE PUBLIC FOR STORMWATER MANAGEMENT PURPOSES

OUTLOT 9 RESERVED FOR PRIVATE REAR ALLEY FOR THE BENEFIT OF LOTS 73-91

OUTLOT 10 RESERVED FOR PRIVATE REAR ALLEY FOR THE BENEFIT OF LOTS 73-91

OUTLOT 11 RESERVED AS NON-BUILDABLE PRIVATE OUTLOT

OUTLOT 11 SHALL BE MAINTAINED BY, AND IS HEREBY RESTRICTED TO VALUE AS REAL COMMON OWNERSHIP WITH OWNER(S) OF LOT 91. OUTLOT 11 LIES ENTIRELY WITHIN THE "VISION TRIANGLE" AND IS SUBJECT TO THE FOLLOWING: "VISION TRIANGLE" - THERE SHALL BE NO IMPROVEMENTS OR PLANTINGS WITHIN THE VISION TRIANGLE OVER THREE AND ONE-HALF FEET (3.5') ABOVE EXISTING GROUND. THIS IS AT PRESENT VISION LINES IN THESE THE SOUTH TRADED AND CENTRAL PARK PLACE.

OUTLOT 12

OUTLOT 13 RESERVED FOR PRIVATE REAR ALLEY FOR THE BENEFIT OF LOT 92

OUTLOT 14 DEDICATED TO THE PUBLIC FOR PARK PURPOSES

OUTLOT 15

OUTLOT 16 DEDICATED TO THE PUBLIC FOR STORMWATER MANAGEMENT PURPOSES

ARGUS LANE (DEDICATED TO THE PUBLIC)

BULWER LANE (DEDICATED TO THE PUBLIC)

HUMES LANE (DEDICATED TO THE PUBLIC)

CENTRAL PARK PLACE (DEDICATED TO THE PUBLIC)

SOUTH SYENE ROAD

NINEBARK DRIVE

3RD ADD. TO SWAN CREEK AT NINE SPRINGS

WISCONSIN DEPARTMENT OF TRANSPORTATION

OUTLOT 2 C.S.M. NO. 14222

OUTLOT 1 C.S.M. NO. 14222

LOT 1 C.S.M. NO. 3606

LANDS

N02°47'09"E 1443.69'

N02°47'09"E 2679.22' (CENTER SECTION TO NORTH 1/4 CORNER)

N02°47'09"E 570.85'

S87°12'51"E 173.71'

S87°12'51"E 177.00'

N87°12'51"W 173.00'

N87°12'51"W 192.00'

N87°12'51"W 216.40'

S87°12'51"E 173.00'

N87°51'32"E 58.22'

S87°12'51"E 464.96'

S84°27'58"E 110.90'

S84°27'58"E 58.87'

N84°27'58"W 112.34'

S05°32'02"W 1491.13'

S05°32'02"W 661.66'

NW 1/4-NE 1/4

LOT 91

EDGE WATER

vierbicher
planners | engineers | advisors
WEISSBURG - MADISON - PRAIRIE DU CHIEN
999 Fourier Drive Suite 201 - Madison, Wisconsin 53717
Phone: (608) 826-0532 Fax: (608) 826-0530

DRAFTED BY: PMM	VN: 160277	DATE: January 25, 2017
CHECKED BY: MSCH	REV: February 8, 2017	
	REV: February 16, 2017	
	REV: April 27, 2017	
	REV:	

PREPARED FOR:
Fitchburg Land Partners, LLC
2453 Atwood Avenue, Suite 203
Madison, WI 53704
Ph:(608) 513-5076

SHEET 1 OF 5