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**UPTOWN CROSSING
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

CITY OF FITCHBURG, DANE COUNTY, WI.

Drafted by and return to:
**Jeff Rosenberg
Veridian Homes
6801 South Towne Drive
Madison, WI53713**

PREAMBLE

See Exhibit "B"
(Parcel Identification Numbers)

This Declaration of Protective Covenants, Conditions and Restrictions (the "Declaration") is made this 17 day of November, 2017 by Veridian Homes PB, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "Declarant") and/or its successors and assigns.

WHEREAS, Declarant is the owner of or has rights to the real property legally described as the plat of Uptown Crossing (the "Plat") located in the City of Fitchburg, Dane County, Wisconsin, described in Exhibit "A", attached hereto and incorporated herein by reference (the "Development"); and (ii) has the right to record this Declaration and to act as the Declarant hereunder subject to the provisions of the consent of the Seller attached hereto; and

WHEREAS, Declarant wishes to build on a planned development with housing units and shared common property on the Development, which Declarant has named Uptown Crossing; 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 the real property described in Exhibit "A" attached hereto 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 has incorporated the Uptown Crossing Single Family Homeowners Association, Inc. a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "**Association**") for such purposes; and

NOW, THEREFORE, the Declarant declares that the real property legally described 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 the Uptown Crossing Single Family Homeowners Association, Inc., and its successors and assigns.

B) "Common Property" includes all those areas located in the Development which are not contained within a Lot and which are intended for common use or are necessary or convenient to the existence, maintenance or safety of the Development. Common Property may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Declaration, and all improvements located on said property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include all public or private alleys (if any), access ways, traffic calming measures, plantings, landscaping islands or boulevards, which the City of Fitchburg 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 Veridian Homes AB, LLC, a Wisconsin Limited Liability Company, and/or its successors and assigns.

D) "Lot" shall mean and refer to the individual subdivided single family lots in Uptown Crossing as described and depicted in Exhibit "A", or as may be subjected to the terms of this Declaration in the future. In the future, Declarant intends to convey the Lots 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".

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

I) **Development Documents.** This document is the Declaration. Any person interested in owning any Lot in the Development should review and become familiar with the requirements of this Declaration and the Plat, each of which sets forth certain rights, obligations and restrictions with regard to the Lots and the Development, and which may be collectively referred to as the "**Development Documents**".

A-2) Membership and Voting Rights.

A) **Members.** Declarant has incorporated 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, whether in a phase of the Development that has been developed, is currently being developed, or will be developed in the future. For the purposes of the following table, a single family residence shall be deemed a Dwelling Unit.

<u>Use</u>	<u>Number of Assessment Units</u>
1) Single Family:	One (1) per Dwelling Unit.

Limitations on the Seller’s liability for assessments attributable to Lots owned by the Seller are described in the consent of Seller attached hereto.

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 under paragraph A-3(A) above. Any insurance proceeds or condemnation awards subject to this section shall be paid to the Association and held by the Association for the purpose of defraying General and Special Assessments and other costs and expenses incurred by the Association.

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

D) Ownership.

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

2) At the time of purchase, legal title to a percentage interest in the Common Property shall be deemed conveyed with each lot to an Owner, whether or not specified on the deed to the Owner. Legal title to the percentage interest in the Common Property shall be deemed conveyed with any subsequent conveyance of a Lot whether or not specifically stated. Taxes, assessments or

other charges on the Common Property may be divided according to each Owner's Percentage Interest by the taxing authority or may be an assessment by the Association against each of the Lots in an amount equal to the Percentage Interest attributable to such Lot.

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

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

A-4) **Maintenance of Common Property**

A) **Maintenance Requirements.**

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

2) **General Responsibilities.** Maintenance shall include, but not be limited to, responsibility for landscaping and lawn care, trash removal in the alleyways, snow removal including shoveling with particular attention being paid to cross walk ramps and islands, improvements to common areas, upkeep of 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.

3) **Specific Responsibilities.** Certain streets within the Property may include special traffic islands and traffic calming measures within the public right-of-way. The Association shall be responsible, at the Association's sole cost and expense, for the maintenance and upkeep of such physical traffic measures. Such maintenance and upkeep shall be performed at the discretion of the Association except to the extent required by the City, and shall include landscaping, snow and ice removal. If the special street design features or landscaping are not maintained, the City will give notice to the Association that it is not being maintained. If the Association does not respond to the notice within sixty (60) days, the City may modify the physical traffic measures to minimize maintenance needs; including replacing landscaped surfaces with asphalt. The Association and persons involved with the maintenance and upkeep of the special traffic measures shall indemnify and hold harmless the City and its boards and commissions, and their officers, agents and employees from and against all claims, demands, loss or liability of any kind, type or description, related to the maintenance and upkeep of the special traffic measures.

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

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

B) Maintenance and Conditions of Private Alleys

1) All maintenance, replacement and repairs for the easements shall be the responsibility and obligation of the Association for Outlots 1 and 2.

The obligation for maintenance, replacement and repairs of the aforesaid easements shall include, without limitation:

- a) Maintaining the alleyways 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 surfaces to the extent reasonably necessary to keep the surfaces in a reasonably clean condition; and
- c) Paying for the real estate taxes and assessments and other governmental impositions related to the easements, and procuring and paying for such insurance for the easements as required herein.

C) **Insurance.** The Association benefited by the easements provided herein shall maintain at all times public liability insurance against claims for death, bodily injury and property damage arising out of the easements provided below. All insurance required by this section shall be in an amount of not less than \$1,000,000.00 with respect to any one death or bodily injury, and in an amount of not less than \$250,000.00 with respect to property damage from any one occurrence. The Association may increase the minimum public liability coverage by a reasonable amount from time-to-time to reflect the effects of inflation.

D) **Condemnation.** Any award resulting from taking or condemnation of any portion or all of the easement subject to this instrument will be distributed to the Association of such easement rights, in shares prorated to reflect the proportionate share of the maintenance costs of such easement borne, except to the extent that the use of such funds is necessary to replace the taken portion of such easement to as near the original condition as is possible, in which event such funds shall be held in trust by the Association and used for such purpose.

E) **Termination, Modification, Waiver or Amendment.** No termination, modification, waiver or amendment of this instrument will be effective unless a written instrument

setting forth the terms thereof has been executed, acknowledged and recorded in the office of the Register of Deeds of Dane County, Wisconsin, signed by Association affected thereby.

F) **Dedication.** Nothing contained in this instrument will be deemed to be a gift or dedication of any portion of the easements referred to herein to the general public or to any public purpose whatsoever. The Association benefited by an easement shall have the right to temporarily close all or any portion of the easement to such extent as may, in the opinion of their counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein.

G) **No Partnership of Joint Venture.** Nothing contained in this instrument shall be construed to make the Association, or their successors and assigns, partners or joint ventures of each other or to render any party liable for the debts or obligations of any other party, except as expressly provided herein.

H) **Waiver.** No delay or omission by any party, or their successors and assigns, to exercise any right or power accruing upon any noncompliance or failure of performance by another party under the provisions of this instrument shall impair any such right or power or be construed to be a waiver hereof. A waiver of any party, or their successors or assigns, of any of the provisions of this instrument to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any provision contained herein.

I) **Invalidity.** If any provision or portion of this instrument, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable by virtue of any final judgment of any court of competent jurisdiction, the remainder of this instrument or the application of such provision, or portion thereof. To any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

J) **Successors and Standing to Enforce.** All of the terms and provisions of this instrument are intended to be and shall be construed as easements and as covenants running with the land, and shall be binding upon, to the benefit of and be enforceable by the Association.

K) **Estoppel Certificate.** Upon the reasonable request of any party subject to this instrument, any other party shall execute and deliver, from time-to-time, a certificate confirming, if such then be the fact, that this instrument continues in full force and effect and unmodified (or, if modified, stating the modifications), and that the certifying party knows of no existing defaults by the other party, or if such default is known, specifying the same.

L) **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

M) **No Termination for Breach; Enforcement.** No breach of this instrument will entitle any party to cancel, rescind or otherwise terminate this instrument, but this limitation will not affect, in any manner, all other rights or remedies which the parties shall have by reason of any breach of this instrument. In the event that any party shall default in the performance of any obligation hereunder, the injured owner may cause such default to be cured at the expense of the defaulting party, which sum the defaulting party shall pay upon demand, and in addition to the right to collect damages, may seek to enjoin such default in a court of competent jurisdiction, and recover the costs and expenses of any such action, including reasonable attorney fees.

N) **Effect on Successor Owners.** In each instance in which the Association conveys all or any part of the interest in or rights to use any easements to a grantee, he, she or it will be deemed to be a new party hereto. On recording of any such conveyance with the Register of Deeds of Dane County, Wisconsin, which conveys the entirety of the grantor's interest in the easement referred to herein, the conveying party will be released from any obligation under this instrument arising thereafter with respect to such lot.

O) **Assessments.**

1) The Association, or the Management Company, on its behalf, shall levy annual general assessments ("**General Assessments**") against each Lot beginning January 1, 2018 or the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed according to their Percentage Interests in the Common Property. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

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

3) The Association, or the Management Company, on behalf of and pursuant to its contract with the Association, shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on such Lot. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of Ownership. The Association or the Management Company, on behalf of and pursuant to its contract with the Association, may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lots. Any such foreclosure action may be brought at the Association election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association/Management Company securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

P) **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.

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

PART B
CONDITIONS, COVENANTS AND RESTRICTIONS

B-1) Applicability. The following provisions in this Part B shall apply to all Lots as described in Exhibit "A" and such other Lots as may, in the future, be acquired by Declarant and 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 shall be permitted:

A) Lots 1-60 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.

Uses, other than the uses set forth in this section B-2, shall not be permitted on the Lots, 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.

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

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

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

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

B-7) Easements.

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

B) 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 Fitchburg General Ordinances.

C) Public utility easements as set forth on the Plat are for the use of public and private utilities having the right-of-way to serve the area.

D) **Establishment of Easements.** The owners of the “Benefitted Lots” in the Plat of Uptown Crossing (the “Plat”), City of Fitchburg, Dane County, Wisconsin indicated below, and their successors and assigns, are granted, for the benefit of each such owner of such Benefitted Lots, a perpetual, non-exclusive right, privilege, an Easement, in common, appurtenant to the Benefitted Lots indicated below, each such Easement having a width of twenty-four (24’) feet each, as shown on the Plat, for private alley, pedestrian and vehicular ingress and egress purposes to and from the Benefitted Lots identified in the table below:

<u>Benefitted Lots</u>	<u>Outlots Providing Alley Access to Benefitted Lots</u>
Lots 1-30	Outlot 1
Lots 31-60	Outlot 2

The foregoing easements are for the use of each such owner of single family Lots 1-60 within the Plat, and their successors and assigns, and their employees, agents, visitors, guests, licensees, tenants and invitees; and the aforesaid Easements granted hereby on Outlots 1 and 2 shall be subject to any utility, stormwater or other easements shown on the Plat, or referred to in the notes thereon. No such owner of a Benefitted Lot or Outlots 1 and/or 2 shall impede, obstruct or interfere with the use thereof by any other person or entity authorized to use such Easements. No building shall be erected upon or placed on such Easements.

E) All rights of way noted on the Plat shall be dedicated to the Public and shall be improved in accordance with applicable law.

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 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. 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. No signs will be located in the Outlots.

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) Multi-User Mailboxes. Based on new requirements by the Post Office, this neighborhood will receive mail by using CBU's (cluster box units) instead of curb side mailboxes on newly constructed homesites. These new requirements will phase out curb side mailboxes nationwide solely at the Post Office discretion.

Lots 1-60 will receive keys to their assigned CBU mail slot at the time of Closing. Location of the CBU's may be placed on the lots of 1, 30, 31 and 60 or within the terraces near these homesites by the Declarant. The location of the CBU's have not been finalized at this time so the Owner may want to contact the servicing Post Office to discuss service options until the CBU locations are finalized and

installed. All maintenance (concrete pad repair and replacement, CBU and snow removal around the CBU) shall be the sole responsibility of the Association.

B-16) Telephone (Land Line Service). Due to updated FCC government regulations, telephone communication providers are no longer required to provide land line service to new phases. As a result, Declarant cannot guarantee that all new phases will have access to traditional land line phones. However, most of the cable company service providers have the ability to bundle in those services.

B-17) 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) (i) Outlots 1 and 2 shall be used for private rear lane purposes for the benefit of lots 1-60 and will be maintained by the Association.
- (ii) Outlots 3, 11 and 12 will be reserved for non-buildable private outlot.
- (iii) Outlots 4 and 5 (for the benefit of lots 61-72), Outlot 9 and 10 (for the benefit of lots 73-91), and Outlot 13 (for the benefit of lot 92) will be reserved for private rear alley.
- (iv) Outlots 6 and 14 shall be dedicated to the public for park purposes.
- (v) Outlots 7 and 15 shall be dedicated to the public for wetland and open space purposes.
- (vi) Outlots 8 and 16 shall be dedicated to the public for stormwater management purposes.
- (vii) Lots 61-90 are proposed for townhomes that may be rented or owner occupied. Seller does not own these Homesites and Buyer should contact the City of Fitchburg with further questions regarding these.
- (viii) Lots 91 and 92 are for proposed multi-family development of approximately 200 apartment homes. The Buyer must contact City of Fitchburg for more details on this proposal. Each Buyer, by accepting a deed to the Buyer's homesite, shall be conclusively deemed to have consented to such use and to have forever released any rights or object to such use.
- (ix) Lands lying immediately north of Uptown Crossing are for a proposed future fire station. Buyer shall contact the local community if requesting more information regarding this proposal.
- (x) Central Park Place in the near future will be extended to connect to Lacy Road.
- (xi) Notice is hereby given that as of the date hereof, there is an active railroad adjacent to the neighborhood.

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

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

2) Snow removal, repair and replacement of Alleys will be the responsibility of the Association.

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

An Agreement Regarding Alleyway on Outlot 1 for the benefit of Lots 1-30 and the Alleyway on Outlot 2, for the benefit of Lots 31-60 has been recorded in the office of the Dane County, Wisconsin Register of Deeds on July 7, 2017, as Document No. 5339637.

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

B-18) Improvements Within Easements. Any improvements (for example, fences, dog kennels, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement and is subject to terms and conditions as set forth on the final plat.

PART C

ARCHITECTURAL CONTROL COMMITTEE

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

Committee. At any time, Declarant may elect to surrender the selection of the members of the Committee to the Association.

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

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

C-2) Architectural Control. No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete Architectural Review Application (“**Application**”). 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. The Application can be found on the Veridian Homes website www.veridianhomes.com. Select Homeowner Resources (located on the top toolbar), select Architectural Control Committee and select the appropriate application for your request.

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

C-4) Procedure.

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

B) A submission will not be complete, and the thirty (30)-day approval time, as applicable, set forth above shall not commence until all documents required herein have been submitted.

All such submissions shall be made to the Committee at the address set forth in this Declaration or to such other address that the Committee may designate.

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

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

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

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

Uptown Crossing Single Family Homeowners Association, Inc.
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713
acc@veridianhomes.com

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

C-8) Indemnification. Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful

misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Property expense. Nothing in this Section C-8 shall be deemed an indemnification of such person with respect to such person's status as an Owner, occupant or otherwise.

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

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

PART D **DESIGN GUIDELINES**

D-1) Single Family Dwelling Units.

A) Dwelling unit siting, form and construction shall be in accordance with the City Smartcode Transect Zoning District T4 as applicable to this development.

B) Architectural Character. Architecture within the Development will be developed with a variety of American vernacular architectural styles in mind. These architectural styles, while not a comprehensive list, will offer a unique mixture of styles for the development, and will be applied with proportions and character in mind. The overall character of the development will be created so that the architectural styles are compatible and the overall cohesion of styles will help foster a unique setting without stifling the architectural creativity on the individual building level, creating a varied but integrated community. Identical floor plans with the same elevation style shall not be located within 7 sites to assure this variety. The following examples of styles are permitted:

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

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

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

1) A usable open front porch is defined as having a minimum depth of 6'-0", and a minimum width of 8'-0".

2) Porch post style should be consistent with the overall architectural style of the home. Minimum standard porch design details include the following; porch posts or alternate per plan, porch balustrades, when provided, of nominal 2" x 2" square wood at a maximum of six inches (6") on center; and newel posts that are compatible with the design of the column posts. Porch columns and railings shall be painted to match the trim color of the house.

D) Garage.

1) There shall be a minimum of a two (2) car, 20' x 20' garage per dwelling unit.

2) The garage door shall be a raised panel design painted to match the siding on the home. The use of windows in the door, appropriate to the architectural style, is encouraged. The maximum single garage door size is 8' x 18".

3) Garage doors shall be painted to match the siding color to minimize impact on overall building composition.

E) 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 12'-0" in width and are encouraged on other gables as deemed appropriate by the Architectural Control Committee.

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

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

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

F) Roof/Facias/Soffits/Eaves.

1. Roof Standards:

a) Roof design must be consistent with the overall architectural style of the home. Roof forms and pitches as established on individual

styles may not be altered without approval by the Architectural Control Committee.

- b) Roof material shall be Owens Corning Oakridge 30 architectural shingle or equal and in colors as approved by the Architectural Control Committee. Rubber roofing is allowed on flat roof areas and metal roofing is allowed on feature elements.
- c) Use of an eyebrow roof or projecting gable is required at brick walls not extending into a gable and 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 approved by the Architectural Control Committee, wood or composite material may be used when appropriate to the architectural style.
- b) Aluminum soffit and eave color shall match facia.
- c) A minimum 12" overhang is required at typical eaves and gable ends. However, 6" is allowable with projections less than 6'-0" in width, such as the fireplace chase, dormers and small bay windows. Larger overhangs may be required as appropriate to the architectural style.

G) Exterior Wall Surfaces.

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

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

3) Variation of wall planes on primary elevations is encouraged as appropriate to architectural style.

4) Any elevations facing public streets or spaces shall have a minimum of three (3) windows with window grills and wrap trim or shutters and gable trim detail as appropriate.

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, soldier course window heads and rowlock sills are required. Additional details (i.e. projecting belt course and projecting corner accents) are encouraged as appropriate. Stone may be used as full wall surfaces or as a base course to first floor sill line. Brick or stone facing must return a minimum of 2'-4" when terminated at an outside corner.

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

7) **Colors.** The Declarant or the Architectural Control Committee, whichever is then applicable shall approve the trim, siding and roofing colors to assure the most aesthetic combination for a particular house as well as for 60 single family lots in the Uptown Crossing plat. Any subsequent changes in such colors shall be approved by the Declarant or Committee, whichever is then applicable.

8) **Chimneys, facia and soffits.** All chimneys and exterior flues shall be enclosed using brick, stone, stucco or siding material.

D-2) Other Improvements.

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

1) Fencing may consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, Exhibit "E". Select Homeowner Resources located on the top toolbar, select Architectural Control Committee and scroll down to the Uptown Crossing neighborhood to review Acceptable Fence Style.

- 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. Gates may be required for access to utility easements.
- d) Fencing color by PlyGem Fence/Railing of Sandstone is the only color permitted..

2) Appropriate uses of fencing:

- a) Fencing shall be limited to rear and side yards only.
- b) Fencing shall meet up with the corners of the home or garage and may not project past the front face of home or garage.
- c) Only one fence is permitted along adjoining properties. Corners of

adjoining properties fencing shall intersect at common corners.

- d) Fencing at side yards of corner lots shall be placed a minimum of 6 inches from the property line (approximately 1 foot from sidewalk) for all zoning classifications.

3) Inappropriate use of fencing:

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

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

Zoning approval and/or building permit from the City 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 must consist of vinyl. The fence style permitted is the PlyGem Stratford Vinyl, Exhibit "E". Select Homeowner Resources located on the top toolbar, select Architectural Control Committee and scroll down to the Uptown Crossing neighborhood to view Acceptable Fence Style.

- 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 color by PlyGem Fence/Railing of Sandstone is the only color permitted.

2) Appropriate placement of kennels or runs:

- a) Kennel or run shall be limited to rear yard only and shall be adjacent to the home.
- b) Kennel or run shall meet up with the corners of the home or garage and may not project past the face of home or garage.
- c) Only one kennel or run is permitted per Lot.
- d) Kennels must be oriented with the long side parallel to home.

3) Inappropriate placement of kennels or runs:

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

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

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

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

- 2) Inappropriate antennae or satellite dish placement:
 - a) Antennae or satellite dish in front or side yards shall not be permitted.
 - b) Antennae or satellite dish shall not interfere with utility equipment.

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

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

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

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

PART E
GENERAL PROVISIONS

E-1) Term. This Declaration shall run with the property 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 an instrument signed by a majority of the Owners 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.

E-7) Notices.

A) Notices to Declarant shall be given to Declarant at the following address: 6801 South Towne Drive, Madison, WI53713.

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

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

E-8) Amendment and Release. At any time until Declarant conveys all of the Lots as described on Exhibit "A" attached hereto, or turns control of the Association over to its Members, whichever occurs first, Declarant may modify or amend this Declaration or alter or grant variances to the terms hereto, 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 all of the Lots or any part thereof by the Declarant at any time until Declarant conveys all of the Lots or until the Declarant turns over control to the Committee, whichever comes first. After the Declarant has sold all of the Lots or otherwise released or assigned its right to enforce this Declaration, then this Declaration or any part thereof may be released, cancelled, amended or waived hereof in accordance with the provisions of Section E-1, above.

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.

[Signature pages follow.]

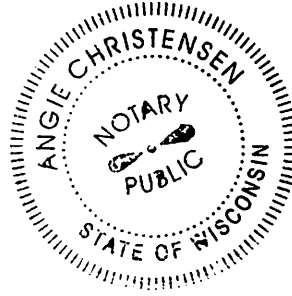
IN WITNESS WHEREOF, the said Veridian Homes AB, LLC, a Wisconsin Limited Liability Company has caused these presents to be signed and sealed this 17 day of November, 2017.

~~Veridian Homes AB, LLC~~
By: ~~VH Holdings, LLC, Its Sole Member~~

By: [Signature]
David Simon, President

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 17 day of November, 2017, David Simon the President of Veridian Homes AB, LLC a Wisconsin Limited Liability Company, to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

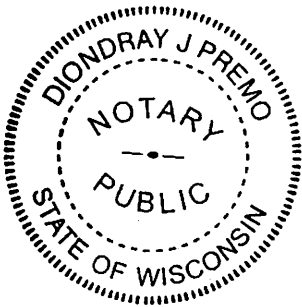


[Signature]
Notary Public
Dane County, Wisconsin
My Commission Expires: May 1, 2020

CONSENT OF MORTGAGEE

The undersigned, Park Bank, hereby consents to the forgoing Declaration of Conditions, Covenants and Restrictions for the plat of 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 this 17th day of November, 2017.



PARK BANK

By: *Michael Johnston*

Print Name: Michael D. Johnston

Print Title: First Vice President

STATE OF WISCONSIN)
) SS.
 COUNTY OF DANE)

Personally came before me this 17th day of November 2017, the above-named Michael D Johnston, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Diondray J. Premo
 Notary Public, Dane County, WI
 My Commission Expires:

Exhibit "A"
Legal Description

**Lots 1-60 and Outlots 1 and 2, Uptown Crossing, located in the City of Fitchburg,
Dane County, Wisconsin**

Exhibit "B"

Lot #	Tax ID Number	Address
1	225/0609-111-2501-2	2914 S Syene Road
2	225/0609-111-2512-2	2912 S Syene Road
3	225/0609-111-2523-2	2910 S Syene Road
4	225/0609-111-2534-2	2908 S Syene Road
5	225/0609-111-2545-2	2904 S Syene Road
6	225/0609-111-2556-2	2902 S Syene Road
7	225/0609-111-2567-2	2900 S Syene Road
8	225/0609-111-2578-2	2898 S Syene Road
9	225/0609-111-2589-2	2894 S Syene Road
10	225/0609-111-2600-2	2892 S Syene Road
11	225/0609-111-2611-2	2888 S Syene Road
12	225/0609-111-2622-2	2886 S Syene Road
13	225/0609-111-2633-2	2884 S Syene Road
14	225/0609-111-2644-2	2880 S Syene Road
15	225/0609-111-2655-2	2878 S Syene Road
16	225/0609-111-2666-2	2879 Bulwer Lane
17	225/0609-111-2677-2	2881 Bulwer Lane
18	225/0609-111-2688-2	2885 Bulwer Lane
19	225/0609-111-2699-2	2887 Bulwer Lane
20	225/0609-111-2710-2	2889 Bulwer Lane
21	225/0609-111-2721-2	2893 Bulwer Lane
22	225/0609-111-2732-2	2895 Bulwer Lane
23	225/0609-111-2743-2	2899 Bulwer Lane
24	225/0609-111-2754-2	2901 Bulwer Lane
25	225/0609-111-2765-2	2903 Bulwer Lane
26	225/0609-111-2776-2	2905 Bulwer Lane
27	225/0609-111-2787-2	2907 Bulwer Lane
28	225/0609-111-2798-2	2909 Bulwer Lane
29	225/0609-111-2809-2	2911 Bulwer Lane
30	225/0609-111-2820-2	2913 Bulwer Lane
31	225/0609-111-2831-2	2914 Bulwer Lane
32	225/0609-111-2842-2	2912 Bulwer Lane
33	225/0609-111-2853-2	2910 Bulwer Lane
34	225/0609-111-2864-2	2908 Bulwer Lane
35	225/0609-111-2875-2	2904 Bulwer Lane
36	225/0609-111-2886-2	2902 Bulwer Lane
37	225/0609-111-2897-2	2900 Bulwer Lane
38	225/0609-111-2908-2	2898 Bulwer Lane
39	225/0609-111-2919-2	2894 Bulwer Lane
40	225/0609-111-2930-2	2892 Bulwer Lane
41	225/0609-111-2941-2	2888 Bulwer Lane

Lot #	Tax ID Number	Address
42	225/0609-111-2952-2	2886 Bulwer Lane
43	225/0609-111-2963-2	2884 Bulwer Lane
44	225/0609-111-2974-2	2880 Bulwer Lane
45	225/0609-111-2985-2	2878 Bulwer Lane
46	225/0609-111-2996-2	2879 Humes Lane
47	225/0609-111-3007-2	2881 Humes Lane
48	225/0609-111-3018-2	2885 Humes Lane
49	225/0609-111-3029-2	2887 Humes Lane
50	225/0609-111-3040-2	2889 Humes Lane
51	225/0609-111-3051-2	2893 Humes Lane
52	225/0609-111-3062-2	2895 Humes Lane
53	225/0609-111-3073-2	2899 Humes Lane
54	225/0609-111-3084-2	2903 Humes Lane
55	225/0609-111-3095-2	2905 Humes Lane
56	225/0609-111-3106-2	2907 Humes Lane
57	225/0609-111-3117-2	2909 Humes Lane
58	225/0609-111-3128-2	2911 Humes Lane
59	225/0609-111-3139-2	2913 Humes Lane
60	225/0609-111-3150-2	2915 Humes Lane
Outlot 1	225/0609-111-3525-2	
Outlot 2	225/0609-111-3550-2	

EXHIBIT "C"

Total Minimum Points for Landscaping

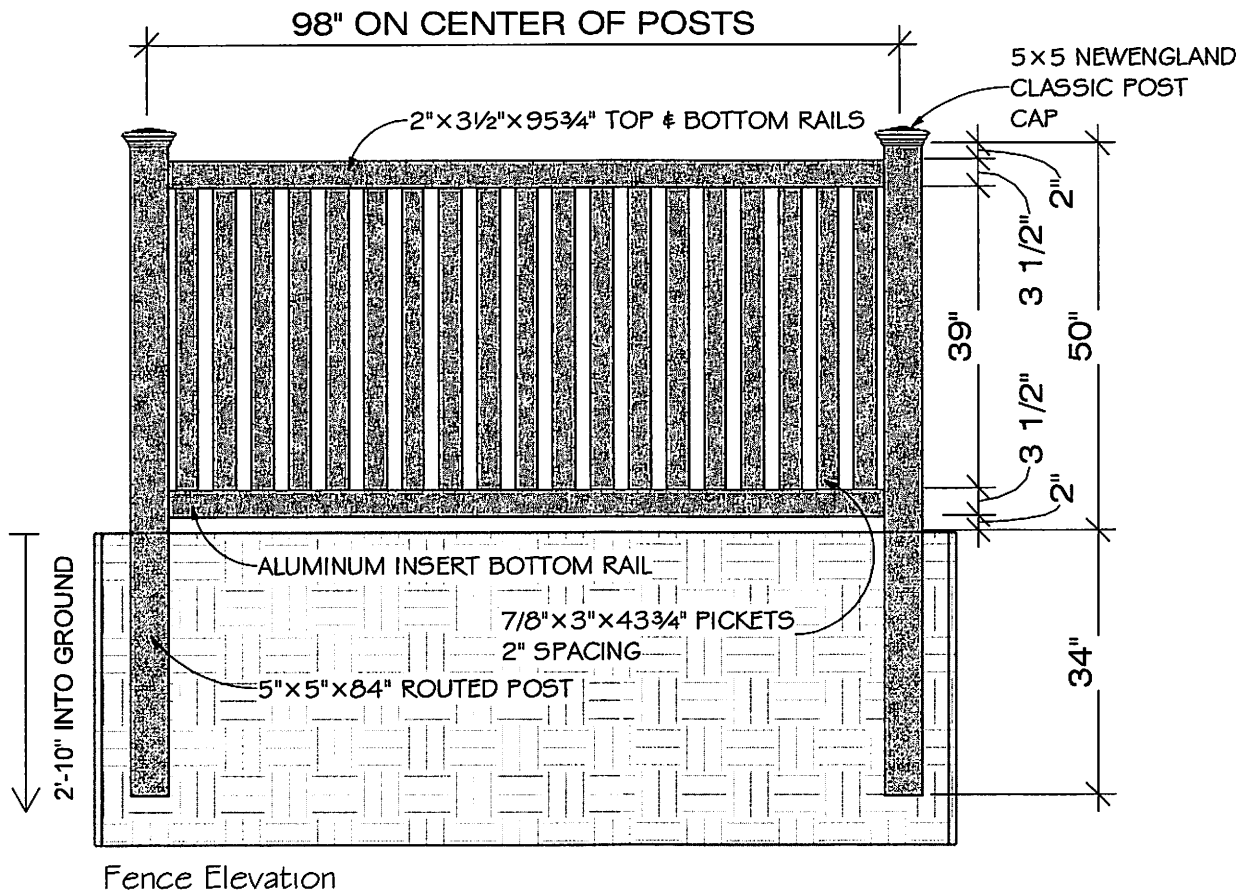
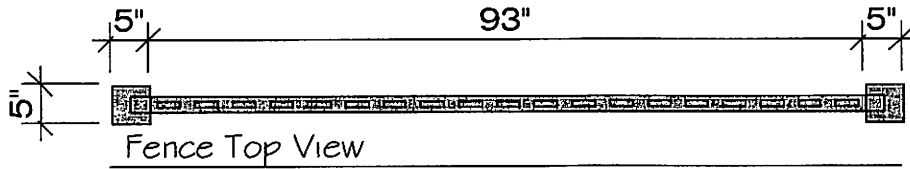
Lot(s)	Minimum Points for Foundation Plantings	Total Minimum Points for Landscaping
1-60	350	500

EXHIBIT "D"
Landscaping Elements

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

The final point totals must consist of a balanced variety of the listed elements acceptable to the Architectural Control Committee. Existing vegetation, trees and shrubs may be included in the point totals if they are properly protected and maintained during the construction process and located as such on the landscape plans submitted to the Architectural Control Committee for approval.

EXHIBIT E (ALLEY FRONT & SIDE)



NOTE:

MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

- FENCE MUST BE VINYL
- VINYL COLOR: "SANDSTONE"
- FENCE STYLE IS A PLYGEM PRODUCT (STRATFORD)

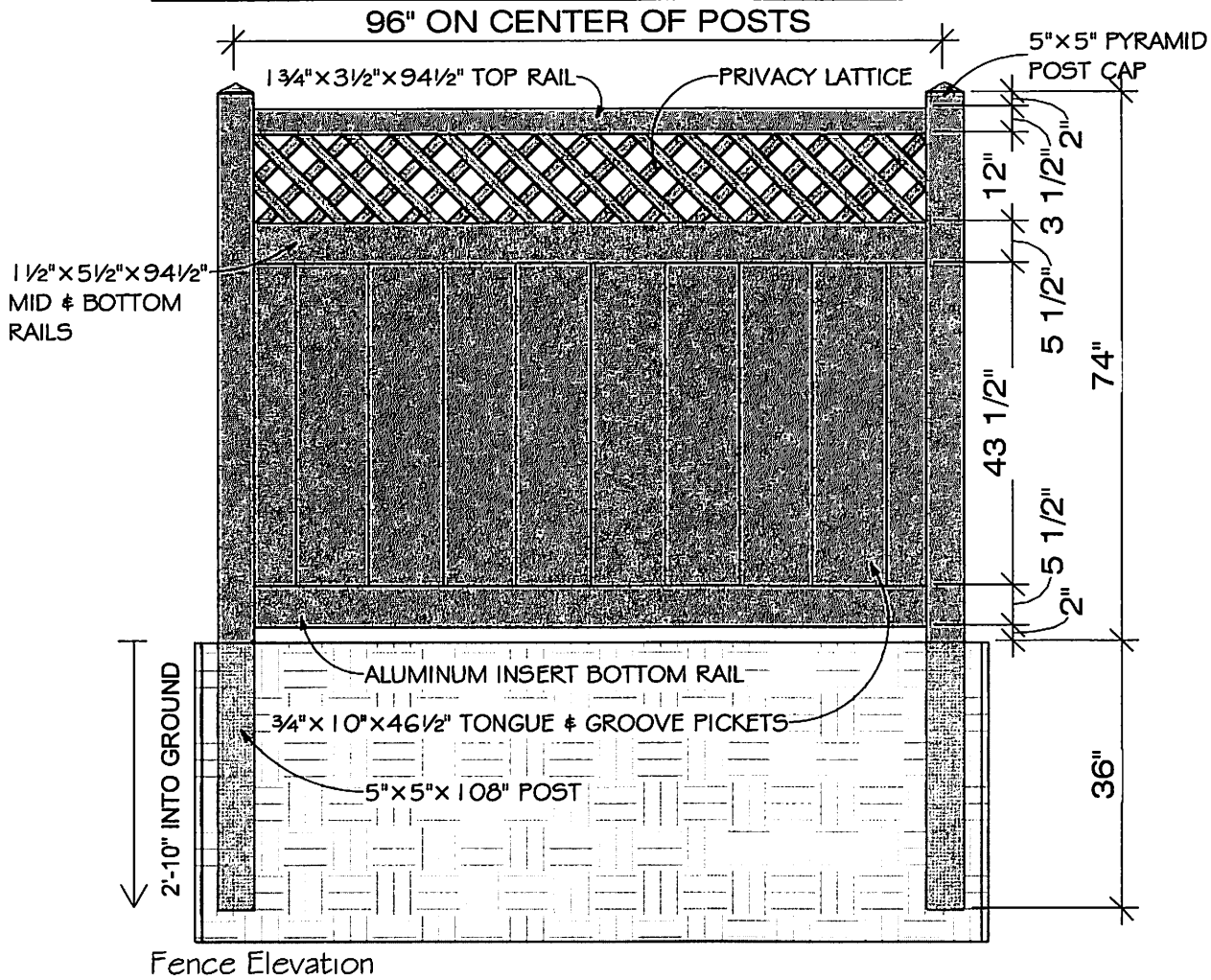
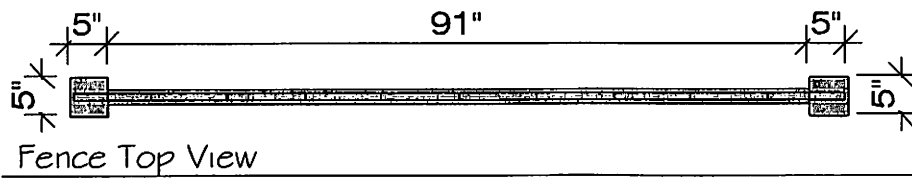
- CUSTOM BUILT ON THE JOBSITE
- INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS



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

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

EXHIBIT E (ALLEY REAR)



NOTE:

MANDATORY REQUIREMENTS (NO VARIANCE WILL BE ALLOWED)

- FENCE MUST BE VINYL
- VINYL COLOR: "SANDSTONE"
- FENCE STYLE IS A PLYGEM PRODUCT (PRIVACY WITH LATTICE)

- CUSTOM BUILT ON THE JOBSITE
- INSTALLED WITH METAL BRACKETS THAT ATTACH TO POST AND SCREW INTO STRINGERS



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