

INCLUSIONARY DWELLING UNIT PLAN

Plat of Woodstone
Elderberry Neighborhood
Madison, Wisconsin

Developer: The Pheasant Ridge LLC

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February 6, 2008

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I. Development Overview

Backus is a proposed subdivision development on the south side of Elderberry Road in the Elderberry Neighborhood Development Area. The land is bordered by undeveloped parcels on three sides, including land in the City of Madison on the east and west and land in the Town of Middleton to the south. The current owners are the Backus and Annen families. Three parcels totaling 38.81 acres were attached to the City as of September 18, 2007.

The proposed plat features 105 lots, including 90 single-family lots, 10 duplex lots, 2 multi-family condominium lots, 2 multi-family row-housing lots, and 1 multi-family apartment lots. While lot sizes will vary, a typical lot will be 50' x 110' with an alley and 66.7' x 115' without.

Enclosed is a draft of the Conditions, Covenants, and Restrictions for the proposed subdivision, including Design Standards.

As required by the IZ ordinance, we are proposing 21 single-family lots (13 single family units, 3 condo units and 5 town home units) for IZ designation. These lots and units are distributed throughout the development and will become available with the corresponding development phases. The Heffron Company will provide assistance to potential lot purchasers interested in IZ units.

The Pheasant Ridge LLC plans on improving lots beginning in July of 2008 and will have Phase 1 lots available for construction by the builder/purchaser beginning approximately in September of 2008. The developer is not requesting any offsets in order to meet the IZ regulations.

Enclosures:

Draft Preliminary Plat

Lot Sizes

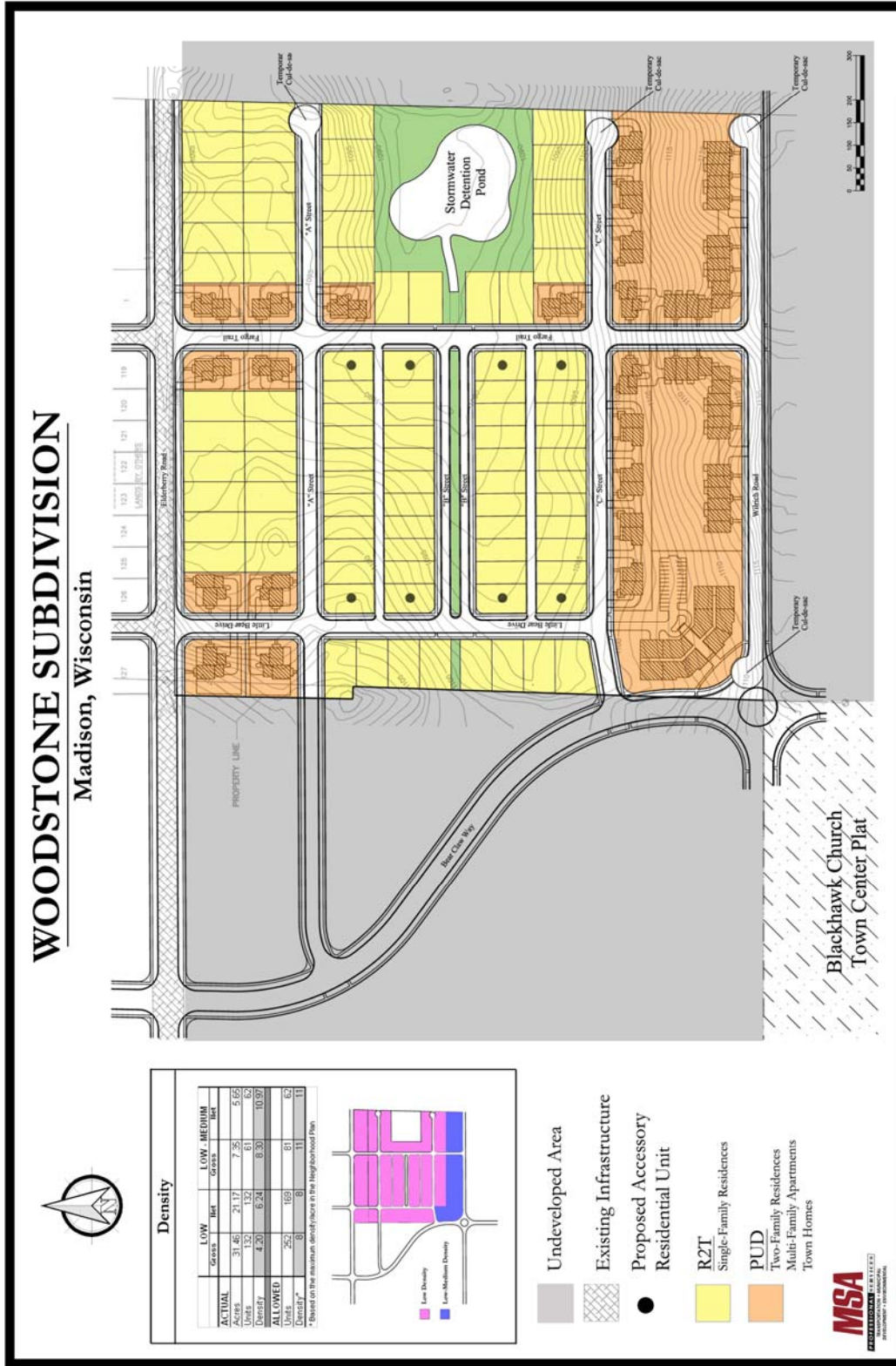
Inclusionary Zoning Land Use Restrictions (not enclosed – assistance from city staff)

Covenants, Conditions, & Restrictions (CCRs)

Design Guidelines

Inclusionary Zoning Supplementary Application

II. Draft Preliminary Plat



Density

	LOW	MEDIUM	HIGH
ACTUAL	31.46	21.17	7.36
Units	1.32	1.32	0.61
Density	4.20	6.24	8.30
ALLOWED	25.2	16.9	8.1
Units	8	8	11
Density*	8	8	11

* Based on the maximum density in the neighborhood plan.

- Undeveloped Area
- Existing Infrastructure
- Proposed Accessory Residential Unit
- R2T Single-Family Residences
- PUD Two-Family Residences, Multi-Family Apartments, Town Homes



Lot Dimension Illustration



III. Organizational Structure

The Pheasant Ridge LLC will develop Backus Subdivision. The majority of the lots (80%) will be sold to builders who will produce homes for their customers. The Pheasant Ridge LLC will develop the remaining 20% of the lots. Lots designated as Inclusionary Zoning Lots will have restrictive covenants attached to them to protect this status.

IV. Owner and Developer Identification

The landowners are Richard/Susan Annen and Alan/Jane Backus. The Pheasant Ridge LLC has control of the land to be subdivided based on an accepted offer to purchase the land. The Pheasant Ridge LLC will develop the infrastructure improvement and will act as the marketing agent. A majority of the lots will be sold to independent builders. The Pheasant Ridge LLC will retain and develop approximately 20% of the total lots. Restrictive covenants on the IZ lots will require the builders to abide by the IZ Ordinance.

V. Project Schedule

Infrastructure construction is scheduled to begin in April of 2008. The lots will be available for home construction beginning September of 2008.

The phasing of this development has not been determined, however the IZ lots will be sold proportionally to the market rate lots. This will be feasible since the IZ lots are mixed evenly throughout the development. An Inclusionary Zoning Land Use Restriction has not been included (awaiting assistance from city staff).

VI. Buildings and Architectural Character

Design guidelines and standards will be established as part of the covenants, conditions, and restrictions (CCR's). Draft versions of these documents are attached in the subsequent pages.

**DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS FOR THE
PLAT OF BACKUS , CITY OF MADISON,
DANE COUNTY, WISCONSIN**

Declaration made by The Heffron Company, Inc., a Wisconsin Corporation of Prairie du Sac, Wisconsin, the same being the Owner and interested party in the premises affected hereby and described as:

The Plat of BACKUS , CITY OF MADISON, DANE COUNTY, WISCONSIN.

(Such land referred to herein as the “Plat”).

The Pheasant Ridge LLC, (the “Developer”), owner of the described premises hereby declares that the Plat, and the lots included therein, are subject to the following restrictions, covenants and conditions:

Return to:

Attorney Dale A. Carlson
Carlson Koeck Kirk & Graves Ltd.
P.O. Box 9
Prairie du Sac, WI 53578

PIN:

1. INTRODUCTION AND INTENT.

The Plat has been carefully designed to create a pedestrian-friendly neighborhood with a variety of unique and attractive public and private spaces. It is the intent of these covenants, conditions, restrictions and design guidelines to preserve these special attributes and to create and preserve an aesthetically pleasing residential neighborhood and enhance and protect the special living environment of the Plat.

2. USE.

The above described land shall be used for residential use. Conditional uses may be permitted as described in the Madison Zoning Ordinance.

3. SUBDIVISION.

No lot as originally platted shall be further subdivided without the prior written approval of the Architectural Control Committee, submission of a certified survey map, and approval of the City of Madison Plan Commission.

4. STANDARDS.

All structures and uses within the Plat are subject to the City of Madison zoning ordinance and other applicable ordinances and regulations of the City, the County, and the State. These covenants establish additional standards on the placement and design of structures in the Plat.

5. ENFORCEMENT AND ARCHITECTURAL CONTROL COMMITTEE.

Introduction: The Developer is The Pheasant Ridge LLC.

The design and maintenance of private property in the Plat is regulated by a set of private organizations and regulatory agreements. A Homeowners Association with an Architectural Control Committee will be created to guide and manage the entire neighborhood, including all single-family lots and multifamily lots. Condominium Associations will be required in areas that have attached dwellings under multiple ownerships, however each condominium unit owner will also be a member of the Backus Homeowners Association and shall have all rights and responsibilities of membership in that Association.

The Architectural Control Committee's function is to enforce these covenants, restrictions and conditions throughout the Plat. The Architectural Control Committee will initially be made up of three members as designated by the Developer. The Committee will use the standards and guidelines contained herein to assist builders and/or buyers in developing plans with specifications that will be compatible with the neighborhood. The Architectural Control Committee will continue to function after build out and will at that point be controlled by members of the Homeowners Association.

A. As provided herein, there shall exist an Architectural Control Committee. The purpose of the Architectural Control Committee is to evaluate each proposed home and amenity design for appropriateness to its own lot and the surrounding property. Until the conveyance of the last lot by the Developer, or its successors and assigns, to Owners who reside in dwellings constructed on said lot, the Architectural Control Committee shall consist of the Developer and any persons designated by the Developer in its sole discretion. Upon the conveyance of the last lot of the Plat owned by the Developer, or its successors and assigns, to Owners who reside in dwellings constructed on said lot, the Architectural Control Committee shall be composed of the Board of Directors of Backus Homeowners Association, Inc. ("Board") or of three (3) or more representatives appointed by the Board. Members of the Architectural Control Committee shall receive compensation for services rendered to the Association, and may be reimbursed by the Association for actual expenses incurred in the performance of their duties. The Architectural Control Committee is authorized, in its sole discretion, to obtain the advice of an architect, engineer or other professional planner to assist it in the exercise of its duties. The duties of the Architectural Control Committee shall be those specified in the By-Laws and in this Declaration.

B. To enforce conformity to these Covenants and Restrictions, the Architectural Control Committee ("Committee"), group of Lot Owners, or any of them separately shall have the right to proceed at law or equity to compel a compliance with the terms thereof; and/or to prevent the violation or breach of any of them; and/or for monetary damages. The decision of said Committee shall be final as to the interpretations of these reservations and restrictions. The failure to promptly enforce any of the reservations and restrictions shall not bar their enforcement. The invalidation of any one or more of the reservations and restrictions by any court of competent jurisdiction shall not affect any of the other

restrictions and reservations, but they shall remain in full force and full effect. Should a lot owner, after due notice, fail, neglect or refuse to comply with the foregoing restrictions and reservations, and said Committee or other Lot Owners are required to seek judicial relief for the same, then said violating Lot Owner(s) shall be further responsible for costs and expenses, including attorney's fees, incurred in the enforcement of these reservations and restrictions.

C. The City of Madison has a separate and distinct right to enforce conformity to these Covenants and Restrictions. Notwithstanding Paragraph 5, A. above, it is not necessary for the City to obtain the Committee's interpretation of any of the provisions set forth herein prior to seeking compliance with, or enforcement of, these provisions. If the City is required to seek judicial relief, the violating lot owner(s) shall be further responsible to the City for costs and expenses incurred in the enforcement of the reservations and restrictions contained in this document including, but not limited to, reasonable, actual attorneys fees, filing costs and witness fees.

1. Failure of the Committee or any person to enforce any provision of the restrictions shall in no event be deemed a waiver of the right to enforce thereafter.

2. Waivers. Subject to approval by the City of Madison, and for good cause shown, the Committee may waive any of the restrictions imposed hereby if the Committee determines that such provision is unduly burdensome under the circumstances as it affects a particular lot and that such waiver will not adversely affect any other owners of lots in the Plat. Any request for waiver must further be approved by the City Plan Commission. The lot owner(s) requesting a waiver shall be responsible for the petitioning the City following approval by the Committee.

6. GUIDELINES AND PROCEDURES.

With the consent of the Board, the Architectural Control Committee may enact, amend and revise, from time to time, written guidelines and procedures in connection with the performance of its duties pertaining to the subject property. Such guidelines and procedures shall be consistent with the rights and duties established in this Declaration and the By-Laws. So long as the Developer shall be a member of the Architectural Control Committee, such amendments and revisions to the written guidelines and procedures shall be effective upon enactment by the Architectural Control Committee. Upon the conveyance of the last lot of the Plat owned by the Developer, or its successors and assigns, to Owners who reside in dwellings constructed on said lot, and if the Developer is not then a member of the Architectural Control Committee, such written guidelines and procedures shall remain in effect subject to subsequent amendment or revision by the Architectural Control Committee, which subsequent amendments or revisions shall be effective upon approval by the Board. Such written guidelines and procedures may provide for a reasonable fee to be charged by the Association prior to review by the Architectural Control Committee of any request for review by any Owner of any lot.

After sale of 100% of the lots affected by this Declaration to Owners who reside in dwellings constructed on said lots, Developer shall have no responsibility or obligation with respect to any request for architectural approvals unless the Developer affirmatively consents to consider such a request.

7. ARCHITECTURAL APPROVALS OF HOME PLANS.

No building or other lot improvement shall be constructed, placed, remodeled or altered on any lot until the building plans, site plan, landscape plan, exterior colors and materials, and all other improvement plans, as further defined below, have been approved in writing by the Architectural Control Committee.

Said approval shall pertain to the suitability, quality and harmony of materials and exterior colors, the suitability and harmony of external design and placement of buildings on the lot finished grades, landscaping quality and design, and drainage, as each pertain and relate to existing structures and/or conformance to guidelines contained herein and the intentions of the Developer.

Many lots within the Plat have unique and different opportunities and constraints. In order to take full advantage of these unique attributes, different lots may require different approaches in home design and construction.

It may be determined that what is found acceptable in one situation may not be acceptable in another. The goal is for the appearance and character of all residences and improvements to harmonize with and enhance their natural man-made surroundings, rather than dominate and/or contrast sharply with them. The Architectural Control Committee herein reserves the absolute right to deny approval of a proposed house plan due to similarity to other existing structures and/or non-compatibility or non-compliance with any guidelines of the Developer, or other guidelines contained herein.

The attached "Backus Design Standards", attached as Appendix 1, are incorporated herein by reference, and are the approved standards for improvements within the Plat. Each Lot within the Plat has been assigned to one of four design standard "types" as described in the Backus Design Standards (Appendix 1). The quantitative and qualitative standards described for each building type are requirements to which improvements must conform.

A. SUBMITTALS REQUIRED. For approval of any and all lot improvements, complete plans and specifications shall be submitted to the Architectural Control Committee for review. Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to the submission of information required for final approval.

B. HOME PLANS. All structure plans shall include complete street elevations and floor plan drawings to a scale not less than 1/4" equals one foot and side and rear elevation drawings to a scale of not less than 1/8" equals one foot.

C. SITE PLANS. A site plan drawn to a scale of not less than one inch equals 30 feet shall be submitted. The site plan shall show site lines, road frontages, set backs, easements, structure location, existing and proposed elevations, well and septic system locations, drainage plans, rain gardens, driveways and any other significant improvements such as patios, decks, swimming pools, kennels, etc., and the location of existing major trees and tree lines. The site plan should include elevations of first floor, garage floor, and basement floors.

D. SPECIFICATIONS AND EXTERIOR COLORS. Specifications shall be submitted sufficiently defining all exterior-finishing materials, including siding, soffits, fascia, trim, roofing materials, stone, stucco and brick and other masonry products. All exterior improvements and finishes shall be defined, including exterior deck materials, garage door type and all exterior light fixtures. Color samples shall be provided for all exterior finishes.

E. LANDSCAPE AND IRRIGATION PLANS. Each lot herein shall have a complete and comprehensive landscaping plan by a capable landscape designer or architect.

All requests for approval, all document submittals and all communications with the Architectural Control Committee shall be in written form unless waived at the sole discretion of the Architectural Control Committee.

The Architectural Control Committee may determine to approve certain design plans in advance, and in connection with such approval, the Architectural Control Committee shall indicate which of the specific requirements are deemed approved with respect to proposed structures or other improvements to be constructed in specific accordance with said pre-approved design plans. The Architectural Control Committee may enter any lot for the duration of any construction to inspect for compliance with approved Plans and Specifications, and give notice if non-compliance is found. The Committee's access and inspection shall be limited to the exterior areas. Absence of inspection or absence of notice of non-compliance by the Architectural Control Committee does not constitute approval of work in progress or compliance with these covenants; or the compliance with approved Plans and Specifications.

Upon receipt of approval from the Architectural Control Committee, the Owner shall satisfy all conditions thereof and commence the construction, reconstruction, refinishing, alterations, or other work pursuant to the approved drawings within one (1) year from the date of such approval. If the Owner shall fail to comply with this paragraph, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the Architectural Control Committee prior to the expiration of said one (1) year period and upon a finding by the Architectural Control Committee that there has been no change in circumstances, the time for such commencement may be extended in writing by the Architectural Control Committee.

The approval by the Architectural Control Committee of any drawings or specifications for any work proposed, or in connection with any other matter requiring such approval, shall not be deemed to constitute a waiver of or to any way limit the right to withhold approval as to any similar drawing, specification, or matter whenever subsequently or additionally submitted for approval. For example, the Architectural Control Committee may disapprove an item shown on the final submittal even though it may have been evident and could have been disapproved at the preliminary submittal.

The Architectural Control Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown.

Failure to submit Plans and Specifications to the Architectural Control Committee, as provided for herein, shall constitute grounds for a suit to enjoin any construction or other improvements on a lot. The prevailing party in any such action brought to enforce this paragraph shall be entitled to recover from the other reasonable attorney's fees together with all necessary costs and disbursements incurred in connection therewith.

8. POST-SALE REVIEW BY ARCHITECTURAL CONTROL COMMITTEE AND POST-SALE LANDSCAPING.

After completion of construction of the initial approved improvements on any lot, no additional building, fence, wall, patio or other structure or improvement shall be commenced, erected or maintained upon such lot, nor shall any exterior addition or change or alteration to any residence located thereon be made, nor shall any additional landscaping or regrading of such lot occur, until a complete set of the plans and specifications showing the nature, kind, shape, materials, colors and location of the same shall have been submitted to and approved by the Architectural Control Committee. All Plans and Specifications submitted shall be in the form described in Paragraph 7 herein, above, and shall comply with the design standards as described in this document and the Backus Design Standards (Appendix 1). In the event the Architectural Control Committee fails to approve, approve conditionally or disapprove such Plans and Specifications within thirty (30) days after said Plans and Specifications have been submitted to it, and provided those plans comply with the design standards described in this document and the Backus Design Standards (Appendix 1), the approval required by this Paragraph 8 shall be deemed granted. In the event any changes or modifications are required from the initial set of Plans and Specifications, then a full and complete set of revised Plans and Specifications shall be required to be submitted reflecting such changes, and the same thirty (30) day approval period described in the immediately preceding sentence shall be applicable to said revised Plans and Specifications. All Plans and Specifications approved by the Architectural Control Committee shall be kept on file for future reference. Failure to submit Plans and Specifications to the Architectural Control Committee as provided for herein shall constitute grounds for a suit to enjoin or reverse any such addition or change. The prevailing party in any such action brought to enforce this Paragraph 8 shall be entitled to recover from the other reasonable attorney's fees together with all necessary, costs and disbursements incurred in connection therewith.

9. CRITERIA FOR THE APPROVAL OF HOMES AND OTHER IMPROVEMENTS BEFORE CONSTRUCTION.

The following criteria apply to all Lots in the Plat. Additional criteria specific to the unique building types are provided in the Backus Design Standards (Appendix 1).

All homes shall be designed and constructed to be sensitive to and compatible with the surrounding homes and in conformance with the Backus Design Standards (Appendix 1) with respect to architectural style, materials, colors, textures, building orientation, garage and driveway placement, building height, mass, roof pitch, air conditioning, utility meter, and chimney and vent locations. All homes shall be designed to present attractive facades on all four sides of the building. The design features on each facade should incorporate features that have been utilized throughout the building to reflect an integrated design.

Home designers are encouraged to incorporate brick veneer and other high quality materials into their homes. If the front is to be covered by brick veneer, care should be taken to avoid stark transitions between brick and siding, through either the incorporation of brick as an accent material on the sides and rear elevations, or through the use of landscaping. All homes must incorporate full window placement on all sides. At the sole discretion of the Architectural Control Committee, if a side, both sides and/or the rear elevation of said home are not visible from any residential lot, common area outlet, street or other common or public property, the Architectural Control Committee may waive or partially waive the above requirements. No informational signs are allowed without the review and approval of the Architectural Control Committee, except as defined in Paragraph 19 (Signs) herein below. The following architectural standards and provisions shall apply to each lot and no variances shall be approved from these architectural standards without the approval of the Architectural Control Committee.

A. ARCHITECTURAL STYLE. Specific architectural styles are neither required nor prohibited, however the architecture should be appropriate to the neighborhood and location and any chosen style should be consistently applied to the entire house. The design of the homes must be contextual, in that the architectural style, massing, proportion, scale, color, materials, texture and detailing, and shall be sensitive to and relate positively to the surrounding environment, surrounding homes and with the guidelines and intentions of the Developer.

B. MATERIALS. All garage facades are to be designed to enhance the architectural style of the home. The design of the garages should be an integral part of the design of the home and the use of offset facades, separate doors, paneled doors with windows, variable roof pitches, gables and dormers, and end/side loading is encouraged where appropriate. The following materials are allowed and encouraged: high quality natural materials, stained cedar/redwood wood siding, stucco, cedar shakes, slate, asphalt architectural dimensional shingles, dimension/antique brick or stone veneer and wainscoting, brick or stone chimneys, copper bay roofs, wood and clad divided lite windows and doors, wood doors, wood or clad windows, wood and decorative garage doors, etc. High quality manufactured maintenance free materials; such as aluminum, vinyl and steel siding, gutters, soffits and fascias, and doors may be used on homes, subject to the approval of the Architectural Control Committee.

C. COLORS AND TEXTURES. Main color: subtle hues of muted/grayed earth tones of beige, tan, brown, rust, rose, gray-green, gray-blue, gray, and off-white are allowed main colors. Accent colors: carefully related earth tones, grayed or muted colors, and white are allowed accent colors. Homes are to be built and maintained with a maximum of four colors per home including the roof.

All accessory structures are to conform to the colors selected for the home. Other or additional colors may be allowed subject to review and approval of the Architectural Control Committee.

D. THREE SEASON PORCHES, SUN ROOMS AND ATTACHED GREEN HOUSES. Three season porches, sunrooms and attached green houses are encouraged and allowed as a desirable feature. Such structures must utilize high quality materials and construction, and be architecturally integrated with the home and with the surroundings, and be in an appropriate location that provides privacy to the adjacent homes.

E. FRONT PORCHES AND SITTING AREAS. Front porches and sitting areas are encouraged and allowed as a desirable architectural feature throughout the neighborhood. Front porches are required on all Type I and Type II houses. Porches may encroach up to 7 feet into the required front yard setback. Such structures must utilize high quality materials and construction, and be architecturally integrated with the home and consistent with the surroundings.

F. DRIVEWAYS. All driveways must be hard surfaced as defined below. Concrete, exposed aggregate concrete, pattern stamped colored concrete, interlocking concrete pavers, brick, asphalt and stone are allowed materials for driveways. Driveways may include banding or soldier courses constructed of concrete, exposes aggregate concrete, pattern stamped colored concrete, brick, or pavers.

G. PATIOS. Exposed aggregate concrete, pattern stamped colored concrete, interlocking pavers, brick and paving stone are encouraged and plain concrete is allowed for patios. Minimum setbacks from property lines apply – see the Backus Design Standards (Appendix 1) for the applicable building type.

H. DECKS. The design of the decks railings and built-in benches are to be architecturally integrated with the home and consistent and compatible with the surrounding homes. The structural members of decks are to be constructed of pressure treated lumber and are to be covered or landscaped to screen them from view from adjacent properties. Other materials may be allowed subject to review and approval of the Architectural Control Committee. Treated Lumber may not be used for deck railings. Minimum setbacks from property lines apply – see the Backus Design Standards (Appendix 1) for the applicable building type.

I. FENCES. Fences may be allowed where appropriate for screening, security, containment or aesthetic purposes but only upon review and approval of the Architectural Control Committee and only with a fence permit from the City.

J. POOLS, HOT TUBS AND WHIRLPOOLS. Swimming pools, hot tubs and whirlpools are allowed only in the private portions of the yard that are screened by landscaping or not visually obtrusive. Swimming pools must be permanent and of in-the-ground construction and require a permit from the City. Temporary swimming pools, such as inflatable children splash pools, are permitted only on a daily basis, and shall not be allowed to remain in the yard area for more than twenty-four (48) consecutive hours. Pool mechanical systems and storage (filters, heaters, etc.) must be enclosed, screened by landscaping or in a buried vault located in the private area and not visible to the public.

Minimum setbacks from property lines apply – see the Backus Design Standards (Appendix 1) for the applicable building type.

K. LANDSCAPE STRUCTURES, BENCHES, OUTDOOR STATUARY. Pergolas, shade structures, trellises, arbors, benches, ornamental garden pools and small fountains and other garden structures are encouraged to be located in private areas that are visually unobtrusive to the public. The design of any such structure should be highly integrated with the architectural style of the home and compatible with the surroundings. When such features are an integral part of the overall design of the property, such structures may be desirable and allowed in other more prominent parts of the yard subject to review and approval of the Architectural Control Committee. Outdoor statuary or artwork may be allowed only in areas that are visually unobtrusive.

L. ACCESSORY STRUCTURES. Storage buildings, pool mechanical enclosures and children's clubhouses may be allowed in areas that are visually unobtrusive and are subject to review and approval of the Architectural Control Committee. The design of any such structure must be highly integrated and consistent with the architectural style of the home and compatible with the surroundings. Tree houses are not allowed.

M. SOLAR COLLECTORS. Solar collectors are allowed only after review and approval of the Architectural Control Committee. Solar collectors also require a permit from the City.

N. EXTERIOR HOME LIGHTING. The exterior lighting of private homes is important for security, safety and aesthetic purposes. Flashing or brilliant lighting and lighting infringing on adjacent lots shall not be permitted. All exterior lighting must provide for significant shielding of light source. Bare lamps will not be permitted. Exterior lighting shall allow for illumination of exterior outlines, plant forms, entries and walks and should be concealed whenever possible. Exposed exterior lighting fixtures must conform in architectural form and scale to the residence. Lights are to be located and landscaped so that the light is not directed toward adjacent homes or so the intensity is not more than .5 ft candles at the property line. The Architectural Control Committee must approve all other exterior lighting. Holiday lighting and ornamentation of up to 500W will be allowed. Holiday and ornamentation lighting above this limit may be allowed subject to review and approval of Architectural Control Committee.

O. WOODPILES. Logs, split logs and kindling may not be stored in the front yard or in a portion of a side or rear yard viewable from a public street. Any such woodpile must be kept in a neat and stable condition. Wood may not be stacked in a location or manner that will cause damage to any other structure (fence, house, etc.). The wood in all woodpiles must meet all State and local fire codes and disease control regulations and best disease management practices.

P. SURFACE ELEVATIONS. The elevation of any lot shall not be changed so as to materially affect the surface elevation, grade or drainage pattern of surrounding lots. Any Owner who violates this covenant shall be required to restore the surface elevation, grade or drainage patterns at the Owner's sole expense. The Developer shall have the right to grade or regrade lots to alter or establish drainage flows.

10. LANDSCAPING. A landscape master plan is to be prepared for each lot and reviewed and approved by the Architectural Control Committee. This approved planting concept will serve as the guide and record for the landscaping of each property.

A. GARDEN AREAS. Vegetable or regimented flower garden areas are to be kept neat and orderly. They are permitted in locations that are screened by landscaping or not visible to the public.

B. NATURAL AREAS. The creation of new natural areas is encouraged in areas that do not result in adverse affects on the adjoining or surrounding properties. Naturalized planting areas are not appropriate for all locations. For instance, a naturalized front yard located between two mowed grass lawns would appear out of place. Such naturalized plantings must be maintained in compliance with local code and should be limited to areas that are adjacent to existing natural areas or that would not detract from the appearance of the development or adjacent properties.

11. APPROVAL OF HOME BUILDER (GENERAL CONTRACTOR).

Prior to the initial construction of a residence on any lot within the Plat, the home builder (general contractor) building said residence must be approved by the Architectural Control Committee. The Architectural Control Committee may approve or disapprove any homebuilder at its sole discretion. The approval of a homebuilder for the Plat will be based on the builder's experience and capability. At any time, a Lot Owner may request, and the Developer shall provide, a listing of pre-approved homebuilders. Any listing of pre-approved homebuilders shall be valid at the time of issuance; and the pre-approved homebuilders may change from time to time thereafter.

12. CONSTRUCTION GUIDELINES, RULES AND REQUIREMENTS.

A. CONSTRUCTION TIME TABLE AND RE-ACQUISITION OPTION. Any Owner of a lot not containing a residence shall complete construction of the residence and other improvements on the lot (in accordance with said Plan and specifications as approved by the Architectural Control Committee) within fifteen (15) months of the date construction was started on said lot except when, and for so long as, such completion is rendered impossible or would result in great hardship to the Owner due to strikes, material shortages, fires, national emergencies, or natural calamities. In the event construction is not completed on a timely basis, then the Developer shall have the option, but not the obligation, to reacquire any such lot by tendering to Owner the purchase price received by the Developer upon the original conveyance thereof by the Developer (net of the unpaid principal balance of any seller financing given by the

Developer). Upon completion of construction and all other improvement, and upon written request from the Lot Owner, the Developer shall furnish a written statement in recordable form indicating that the reacquisition option in favor of the Developer described in this Paragraph 12, A. has been waived by the Developer.

B. USE AND TEMPORARY STRUCTURES. Structures constructed and erected in conformance with these Covenants, Restrictions and Conditions shall be used for residential purposes only as a single-family residence. No trailer, boat of any kind, motor home, recreation vehicle (RV), camper tent, trailer shack, tent or other structure of a temporary character shall be erected or allowed to remain on the lot during the construction and development period of said premises except temporary structures used by the contractors and the Developer for the purpose of construction and sales of residential structures and lots. No structure shall be occupied for residential purposes until the exterior thereof is completely finished. All structures shall be completely finished on the exterior within twelve (12) months after commencement of the excavation for the construction thereof. Any Owner or builder who desires to bring a construction trailer, field office, or the like to Backus shall first apply for and obtain written approval from the Architectural Control Committee. To obtain such approval, they shall submit a copy of the architect's site plan with proposed locations of the construction trailer or field office, the portable toilet, and the trash receptacle noted thereon. Such temporary structures shall be removed immediately upon completion of construction.

C. EROSION CONTROL. Upon purchasing a lot or lots, Owners shall be responsible for erosion control on and from said lots. Owners shall implement erosion control measures appropriate as may be necessary to prevent erosion and as may be required by the City of Madison. All streets shall be maintained free of debris and soil resulting from Owner's use and/or improvement of the property until the development is completed. Further, Owner shall be responsible for the cleanup of erosion and construction debris from streets, curbs, storm sewers and other project areas which result from Owner's use and/or improvement of the property. All disturbed ground areas shall be restored or sodded as soon as practical, but not later than the end of the landscaping season one (1) year from the start of construction. Lots shall be protected from erosion during construction by properly installed erosion fencing and/or hay bales installed according to the Erosion Control for Home Builders pamphlet available in the County zoning office. Cut and fill may not be exposed following completion of construction. No change in natural or existing drainage patterns for surface waters shall be made upon any lot that could adversely affect another Owner.

D. CLEAN SITES. It is the sole obligation of the Lot Owner and general contractor to maintain his/her lot in a neat and orderly condition at all times throughout the term of construction and thereafter. The house contractor shall provide a dumpster or other container of adequate size for disposal and containment of all construction debris. Construction materials shall be stored neatly on the lot at all times. Trash containment and receptacles, as well as recycle bins, must be obscured from view fronting the street. Homebuilders, general contractors and sub-contractors shall clean up all trash and debris

on the construction site at the end of each day. Trash and debris shall be removed from each construction site frequently and not be permitted to accumulate. Lightweight material, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site. Homebuilders and general contractors are prohibited from dumping, burying, or burning trash anywhere in the Plat except as expressly permitted by the Architectural Control Committee. During the construction period, each construction site shall be kept neat and clean, and shall be properly policed to prevent it from becoming a public eyesore or affecting other lots or any open space. Unsightly dirt, mud, or debris resulting from activity on each construction site shall be promptly removed and the general area cleaned up.

E. SITE GRADING. The Lot Owner agrees to provide finish grading and build any improvements on the premises in accordance with drainage plans approved by the Developer and agrees to indemnify and hold the Developer harmless from any problems created by improper grading of any lot or lots. Any soils excavated from a lot and not used thereon shall be disposed of in locations as designated by the Developer and without cost to the Developer, unless specifically authorized otherwise by the Developer. No soils may be exported from any lot without approval from the Developer.

F. MISCELLANEOUS AND GENERAL PRACTICES.

Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, builders, contractors and subcontractors while on the premises of the Plat. The following practices are specifically prohibited:

1. Changing oil on any vehicle or equipment on the lot itself or at any other location within the Plat.
2. Allowing concrete suppliers, plasterers, painters or any other subcontractors to clean their equipment, other than at locations specifically designated for that purpose by the Architectural Control Committee.
3. Removing any rocks, plant material, topsoil, or similar items from any property of others within the Plat, including other construction sites.

13. PETS AND ANIMALS.

No birds, livestock, animals or insects shall be kept on any lot other than dogs, cats and other common house pets. Such pets cannot be kept, bred or maintained for any commercial purpose and cannot exceed one (1) dog and two (2) cats without approval of the Architectural Control Committee. Dog kennels, runs or fenced-in areas are prohibited, except as shall have been specifically authorized in writing by the Architectural Control Committee prior to installation. Dogs must remain on their Owner's lot or lots and cannot run at large. If necessary, invisible fencing will have to be installed for any problem animal. Dogs kenneled outside may also be required to be bark collared

if noise becomes a problem.

14. STORAGE TANKS.

No permanent storage tanks of any kind shall be erected, placed or permitted on any lot without the review and approval of the Architectural Control Committee, and only subject to conditions of approval including screening.

15. TEMPORARY STRUCTURES.

No structure of a temporary character, trailer, basement, tent, shack, garage, or other building shall be used on any lot as a residence either temporarily or permanently. Occasional short term backyard tenting may be allowed subject to approval of the Architectural Control Committee.

16. ANTENNAE.

Except with prior written approval of the Architectural Control Committee, no exterior television, radio, satellite, or microwave antenna of any sort (except mini dishes smaller than 36 inches) shall be erected or maintained upon any lot. The Architectural Control Committee may choose to prohibit all such antennae, or to prohibit only certain kinds and locations of antennae, and to change its regulations from time to time, all in its discretion. Without limiting the generality of the foregoing, it shall not be deemed arbitrary or an abuse of such discretion if the Committee were to:

- A. Permit existing antennae to continue to be maintained, while at the same time banning new antennae of the same type of location; or
- B. Prohibit antennae to be placed so as to be visible from the street side of a lot or other public areas, but permit the same antennae if not so visible; or
- C. Place height or size restrictions on antennae.

17. PARKING AND STORAGE OF VEHICLES AND EXTERIOR STORAGE.

Only two (2) licensed vehicles designed for travel on public highways shall be kept or stored on any lot, except if stored inside of an enclosed building. The parking and outside storage of commercial type vehicles such as school buses, recreational vehicles, trucks (excluding pick-up trucks), and semi-trailers, earth moving equipment, construction equipment, boats of any kind, motor homes, snowmobiles or camper trailers, cargo trailers and trailers of any other type, shall be prohibited on any lot for any continuous period in excess of seven (7) days. Permanent outside storage of the above items, as well as unlicensed or inoperative vehicles, toys, construction materials and other unsightly objects shall not be allowed. No motorbikes or motorcycles, snowmobiles or noisy vehicles shall be operated on any lot other than to bring them to an enclosed point of storage. No vehicle shall be parked for repairs on driveways or private or public

roadways.

18. SIGNS.

No sign of any kind shall be displayed to the public view on any said lot except one professional sign of not more than five (5) square feet, advertising the property for sale or for rent and except signs used by the Developer to advertise the property during the construction and sales period, unless approved by the Architectural Control Committee. At any time the Developer has a lot or lots offered for sale within the Plat, no Lot Owner, except the Developer, may display a sign offering an unimproved or vacant lot for sale. The Developer may, at its sole discretion, authorize exceptions to the above provision to approved builders, which builder signs must be submitted to and approved by the Developer.

19. UTILITY AND DRAINAGE EASEMENTS.

Standard easements for the installation and maintenance of utilities and drainage are reserved as shown on the recorded plat. The standard easement is three feet wide along all side lot lines and six feet wide along all rear lot lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which shall change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

20. EASEMENT USE, MAINTENANCE AND REPAIR.

The Backus Homeowners Association, Inc. and the City of Madison shall maintain control of each of the areas where easements have been granted for the purposes of stormwater control, landscaping and/or trails. No Lot Owner shall take any action or allow any action to be taken to hinder, restrict or limit the use of any easement or any facility located thereon, or take any action that would limit access to the City or Association, or their agents and representatives, from taking all necessary action to maintain and control such easement and the facilities thereon. The costs of the maintenance, replacement and repair of landscaping areas shall be the Association's responsibility and shared equally by all Lot Owners within The Plat of Backus. The costs of the maintenance, replacement and repair of stormwater facilities shall be the City's responsibility.

The Association shall be responsible for all entry signs, monuments, and surrounding landscaping in designated areas, and the cost thereof shall be born and the responsibility of the Association. The associated planting plan approved with the SIP shall be installed and maintained in perpetuity, including replacement as necessary.

21. GARBAGE AND REFUSE STORAGE AND DISPOSAL.

No lot shall be used or maintained as a dump ground for rubbish or other debris, except as approved by the Developer. Trashes, garbage, recycle materials, or other debris or waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, shall not present unsightly conditions, and shall be enclosed or screened from the public view.

22. LOT MAINTENANCE.

Any lot purchase and not unproved or built upon shall be maintained by its Owner. Vegetation must be maintained, grasses cut, debris picked up and erosion of soils prevented. Lot appearance must be kept compatible with adjoining properties. Unsightly growth not compatible with adjoining properties and standing refuse piles shall not be allowed to exist.

23. MAILBOXES.

Mailboxes shall be of a design approved by the developer and installed at a location approved and designated by the Prairie du Sac Postmaster and the Developer. The Lot Owner shall maintain all mailbox structures in good repair and appearance. The Backus Home Owners Association may, at the Board's discretion, undertake maintenance of mail box posts and support structure; and in this event, assess to Lot Owner the cost thereof.

24. THE DEVELOPER'S DEVELOPMENT ACTIVITY.

Notwithstanding the foregoing restrictions, the Developer, and builders approved by the Developer, shall be permitted to use a lot or residence constructed thereon for sales and development purposes, including the maintenance of a business and sales office, the maintenance of model units, and the display of signs offering the residence for sale as approved by the Developer, until the conveyance of the last lot by the Developer.

25. HOMEOWNER'S ASSOCIATION.

All Lot Owners automatically become members in the Backus Homeowners Association, Inc. and are subject to all rules, regulations and By-Laws related thereto.

26. VIOLATION AND RIGHTS OF PARTIES.

If any party violates or attempts to violate any of the covenants, conditions or restrictions here in provided, it shall be lawful for any party or parties in interest in the above described lands to institute and prosecute proceedings at law or in equity against the parties violating, either to prevent said violation, to recover damages, including but not limited to reasonable attorneys fees, or to force compliance to a provision, including but

not limited to, obtaining a restraining order and/or temporary injunction to immediately stop construction until the provisions herein are complied with.

27. NUISANCES.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to any Owner of any lot.

IN WITNESS WHEREOF, The Heffron Company, Inc., by Daniel R. Heffron, President and Daleen M. Heffron, Secretary has caused this instrument to be executed this ____ day of _____, 2008.

The Pheasant Ridge LLC

By:

Daniel R. Heffron

By:

Daleen M. Heffron, Secretary

STATE OF WISCONSIN)

) SS.

DANE COUNTY)

Personally came before me this ____ day of _____, 2007, the above named Daniel R. Heffron and Daleen M. Heffron, to me known to be the person who executed the foregoing document and acknowledged the same.

Notary Public, State of Wisconsin

My commission: _____

This document drafted by Atty. Dale A. Carlson
CARLSON, KOECK, KIRK & GRAVES LTD.
P. O. Box 9, Prairie du Sac, WI 53578

Woodstone Design Standards - TYPE 1 HOUSE

Applies to Lots 14-57

Qualitative Standards

Type 1 Houses shall enhance the public street by providing all of the following features:

A front porch with a roof supported by columns

Architectural details appropriate to the style of the home

A gable facing the street

Quality materials that will age well

A mix of 2-4 materials and/or colors

A variety of plantings that complement architectural features

Stone or masonry, if used on the front elevation, shall extend around the corner and continue to an appropriate point along the side.

Lighting shall be attractive and not excessive. "Full cut off" fixtures are strongly encouraged.

Shutters, if used, shall be appropriately sized to cover, or appear that they could cover, the window entirely.

Specific architectural styles are neither required nor prohibited, however the architecture should be appropriate to the neighborhood and any chosen style should be consistently applied to the entire house.

Architectural compatibility with neighboring houses is encouraged, but variety is also strongly encouraged. The use of similar floorplans for adjacent homes is discouraged, and variations in garage placement, materials, details, color, and landscaping is encouraged.

Examples of the desired architectural character



Woodstone Design Standards - TYPE 1 HOUSE

Applies to Lots 14-57

Quantitative Standards

Type 1 Houses shall meet all of the following dimensional standards:

The 15-foot setback as established by zoning shall be treated as a “build-to” line, and a portion (preferably no less than 25% of the building shall be built to this line.

The front porch shall be at least 6 feet deep and 10 feet wide, and may encroach into the front yard up to 7 feet beyond the front yard setback.

20 feet (1.5 stories) is the minimum height, 35 feet (2.5 stories) is the maximum height, **measured to the roof peak.**

Exterior window casings or surrounds shall be at least 3 inches wide (except with brick or stone cladding).

Fascia boards shall be at least 8 inches wide.

Garages shall be accessed only from the alley, shall be either rear-loaded or side-loaded, and shall be set back from the alley right-of-way a minimum of 10 feet and a maximum of 24 feet. Garages should usually be located near to the alley to help slow alley traffic and minimize wasted yard space. Deep garage setbacks for adjoining properties is strongly discouraged and unlikely to be approved by the Architectural Control Committee.

Roof eaves shall extend at least 16 inches beyond the finished exterior wall; roof rakes shall extend at least 12 inches beyond the finished exterior wall.

Woodstone Design Standards - TYPE 2 HOUSE

Applies to Lots 1-10, and 58-103.

Qualitative Standards

Type 2 Houses shall enhance the public street by providing all of the following features:

A front porch with a roof supported by columns

Architectural details appropriate to the style of the home

A gable facing the street

Quality materials that will age well

A mix of 2-4 materials and/or colors

A variety of plantings that complement architectural features

Duplex homes on corner lots should be configured such that one unit faces each street.

Stone or masonry, if used on the front elevation, shall extend around the corner and continue to an appropriate point along the side.

Lighting shall be attractive and not excessive. "Full cut off" fixtures are strongly encouraged.

Shutters, if used, shall be appropriately sized to cover, or appear that they could cover, the window entirely.

Specific architectural styles are neither required nor prohibited, however the architecture should be appropriate to the neighborhood and any chosen style should be consistently applied to the entire house.

Architectural compatibility with neighboring houses is encouraged, but variety is also strongly encouraged. The use of similar floorplans for adjacent homes is discouraged, and variations in garage placement, materials, details, color, and landscaping is encouraged.

Examples of the desired architectural character



Woodstone Design Standards - TYPE 2 HOUSE

Applies to Lots 1-10, and 58-103.

Quantitative Standards

Type 2 Houses shall meet all of the following dimensional standards:

Lots 2-10, 14, 59-66, 82-105: The 15-foot setback as established by zoning shall be treated as a “build-to” line, and a portion (preferably no less than 20%) of the building shall be built to this line.

Lots 1, 67-74, 75-81: A 25-foot “build-to” line shall be established along Elderberry Road, and a portion (preferably no less than 20%) of the building shall be built to this line. The “build-to” line along Fargo Trail and Little Bear Drive shall be 15 feet from ROW (this applies to lots 1, 67, 74, and 75).

Front Porches are strongly encouraged, should generally be at least 6 feet deep and 10 feet wide, and may encroach into the front yard up to 7 feet beyond the front yard setback line.

20 feet (1.5 stories) is the minimum height, 35 feet (2.5 stories) is the maximum height, **measured to the roof peak**.

Garages may be front-loaded, side-loaded, or rear-loaded. Front-loaded garages (doors face the street) shall be set back a minimum of 5 feet from the primary facade of the home.

Front-loaded garages are prohibited on lots 14 and 105.

Exterior window casings or surrounds shall be at least 3 inches wide (except with brick or stone cladding).

Fascia boards shall be at least 8 inches wide.

Roof eaves shall extend at least 16 inches beyond the finished exterior wall; roof rakes shall extend at least 12 inches beyond the finished exterior wall.

Examples of the desired architectural character



Woodstone Design Standards - TYPE 3 TOWNHOME*

Applies to Lots 12, 13, 104, and 105.

Qualitative Standards

Type 5 Townhomes shall enhance the public street by providing all of the following features:

Architectural details appropriate to the style of the home

A gable facing the street

Quality materials that will age well

A mix of 2-4 materials and/or colors

A variety of plantings that complement architectural features

Stone or masonry, if used on the front elevation, shall extend around the corner and continue to an appropriate point along the side.

Lighting shall be attractive and not excessive. "Full cut off" fixtures are strongly encouraged.

Shutters, if used, shall be appropriately sized to cover, or appear that they could cover, the window entirely.

Specific architectural styles are neither required nor prohibited, however the architecture should be appropriate to the neighborhood and any chosen style should be consistently applied to the entire house.

Examples of the desired architectural character



Woodstone Design Standards - TYPE 3 TOWNHOME*

Applies to Lots 12, 13, 104, and 105.

Quantitative Standards

Type 5 Townhomes shall meet all of the following dimensional standards:

The 15-foot setback as established by zoning shall be treated as a "build-to" line, and a portion (preferably no less than 25% of the building shall be built to this line.

Front Porches are strongly encouraged, and where provided should be at least 6 feet deep and 10 feet wide, and may encroach up to 7 feet into the front yard setback

20 feet (2 stories) is the minimum height, 35 feet (3 stories) is the maximum height, **measured to the roof peak.**

Garages shall not face the street.

Exterior window casings or surrounds shall be at least 3 inches wide (except with brick or stone cladding)

Fascia boards shall be at least 8 inches wide

Roof eaves shall extend at least 16 inches beyond the finished exterior wall; roof rakes shall extend at least 12 inches beyond the finished exterior wall.

Woodstone Design Standards - TYPE 4 MULTIFAMILY

Applies to Lot 11.

Qualitative Standards

Type 6 Apartments shall enhance the public street by providing all of the following features:

Architectural character and details comparable to and consistent with other buildings in the neighborhood.

Elements that provide visual interest and variety, such as balconies, porches, bay windows, garden walls, varied building and facade setbacks, and varied roof designs.

Quality materials that will age well, especially brick and other natural materials

A mix of 2-4 materials and/or colors

A variety of plantings that complement architectural features

Stone or masonry, if used on the front elevation, shall extend around the corner and continue to an appropriate point along the side.

Lighting shall be attractive and not excessive. "Full cut off" fixtures are strongly encouraged for all fixtures and required for any light source greater than 100 watts.

Shutters, if used, shall be appropriately sized to cover, or appear that they could cover, the window entirely.

Buildings shall be close to the street and private sidewalk connections should be provided to enhance pedestrian access.

Parking and dumpsters shall be located behind or beneath the building. Parking lots shall be broken up with planting islands, and shall provide pedestrian connections to the building separate from vehicular movement areas.

Generous landscaping shall be provided along all street frontages, along the perimeter of paved areas, along building foundations, along yards separating land uses, and around storage and utility areas.

Examples of the desired architectural character



Woodstone Design Standards - TYPE 4 MULTIFAMILY

Applies to Lots 11.

Quantitative Standards

Type 6 Apartments shall meet all of the following dimensional standards:

20 feet (1.5 stories) is the minimum height, 45 feet (3 stories) is the maximum height, **measured to the roof peak.**

Underbuilding parking is encouraged. Detached garages are permitted and shall be located at least 30 feet from any public right of way. Garage doors shall not face the street if located within 50 feet of the public right of way. All garage doors shall be screened from view from the public right of way through site and landscape design to the greatest extent practicable.

Exterior window casings or surrounds must be at least 3 inches wide (except with brick or stone cladding)

Fascia boards shall be at least 8 inches wide

Roof eaves shall extend at least 16 inches beyond the finished exterior wall; roof rakes shall extend at least 12 inches beyond the finished exterior wall.

VII. IZ Identification

A. Unit Sizing

Builders will construct homes to the specifications of their customers based on the current marketplace. In order to meet the requirements of the IZ Ordinance, the assumed bedroom sizes are as follows:

- Duplex Rental Unit = Two Bedroom (min. of 1,200 sq.ft.)
- Apartment Building unit = Two Bedrooms (min. of 1,200 sq.ft.)
- Single Family unit = Two Bedrooms (min. of 1,600 sq.ft.)
- Condo Duplex unit = Two Bedrooms (min. of 1,600 sq.ft.)

B. Projected Pricing

As stated in the IZ Ordinance, the pricing of the IZ homes will be based on the number of bedrooms in each home. Based on the formulas laid out in the ordinance, there will be twenty-one (21) owner-occupied IZ units in the development with fourteen (14) units that will be at 80% of the AMI and seven (7) units at 70% of the AMI.

C. Location

The IZ units will be located on the following lots:

Lots: 12 (2 units), 13 (2 units), 15, 19, 27, 32, 37, 41, 48, 54, 59, 62, 67, 83, 86, 104 (1 unit) & 105 (3 units)

Plat Backus Subdivision

County: Dane County, Wisconsin

D. IZ Unit Mix



VIII. Incentives Requested

The City of Madison offers incentives to enable compliance with the IZ Ordinance, however the Pheasant Ridge LLC is not requesting any incentives in order to offset the loss incurred by restricting the sale price of the IZ units.

PART 1 - DEVELOPMENT INFORMATION:

Project or Plat Woodstone
 Project Address: 7197 Eiderberry Road Project Area (in acres): 38.81
 Developer: Pheasant Ridge LLC Representative: Dan Heffron
 Street Address: 2000 Prairie Street #220 City/State: Prairie du Sac, WI Zip: 53578
 Telephone: (608) 643-8525 Fax: (608) 643-2793 Email: dan@heffrongrp.com
 Agent, if Any: Jason Valerius Company: MSA Professional Services
 Street Address: 2901 International Lane #300 City/State: Madison, WI Zip: 53704
 Telephone: (608) 242-7779 Fax: (608) 242-5664 Email: jvalerius@msa-ps.com

PART 2 - PROJECT CONTENTS:

Complete the following table as it pertains to this project:

Residential Use	MARKET RATE UNITS		INCLUSIONARY UNITS		Total Units	Acres
	Owner-Occupied Units	Renter-Occupied Units	Owner-Occupied Units	Renter-Occupied Units		
Single-Family	77	1	13	—	90	15.75
Duplexes	15	20	3	—	38	4.75
Multi-Family	27	30	5	—	62	6.12
TOTAL	119	50	21	—	190	26.62

PART 3 - AFFORDABLE HOUSING DATA:

Number of Inclusionary Dwelling Units Proposed by Area Median Income (AMI) Level and Minimum Sale/Rent Price							
Owner-Occupied Units	30%	40%	50%	60%	70%	80%	Total
Number at Percent of AMI					7	14	21
Anticipated Sale Price					\$133,448	\$152,540	
Rental Units	30%	40%	50%	60%	70%	80%	Total
Number at Percent of AMI		N.A.					
Maximum Monthly Rent Price		N.A.					

PART 4 - DWELLING UNIT COMPARISON:

Complete the following table as it pertains to this project:

	MARKET RATE UNITS					INCLUSIONARY UNITS				
	Studio / Effcy	1 Bdrm	2 Bdrms	3 Bdrms	4/More Bdrms	Studio / Effcy	1 Bdrm	2 Bdrms	3 Bdrms	4/More Bdrms
Owner-Occupied Units with:			45	47	27			21		
Minimum Floor Area:			1,350	1,600	2,000			1,200		
Rental Units With:		N.A.					N.A.			
Minimum Floor Area:		N.A.					N.A.			

CONTINUE →

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

Incentive	MAP	Incentive	MAP
<input type="checkbox"/> Density Bonus (varies by project)	3	<input type="checkbox"/> Cash subsidy from Inclusionary Zoning Special Reserve Fund up to \$5,000 per unit for units provided to families earning 60% AMI or less (for owner-occupied) or 40% AMI or less (for rental).	2
<input type="checkbox"/> Parkland Development Fee Reduction	1	<input type="checkbox"/> Cash subsidy from Inclusionary Zoning Special Reserve Fund of \$2,500 per onsite affordable unit in projects with 49 or fewer detached units or projects with four or more stories and 75% of parking provided underground.	2
<input type="checkbox"/> Parkland Dedication Reduction	1	<input type="checkbox"/> Neighborhood Plan preparation assistance	1
<input type="checkbox"/> Off-street Parking Reduction up to 25%	1	<input type="checkbox"/> Assistance obtaining housing funding information	1
<input type="checkbox"/> Non-City provision of street tree planting	1		
<input type="checkbox"/> One addl. story in Downtown Design Zones	1		
<input type="checkbox"/> Residential parking permits in a PUD/PCD	1		
<input type="checkbox"/> Incentives Not Assigned a Point Value by Ordinance (Explain): _____			

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

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

PART 7 – APPLICANT'S DECLARATION:

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

		Will not comply	Additional comments
Exterior Appearance of IDUs are similar to Market rate.	X		
Proportion of attached and detached IDU units is similar to Market rate.	X		
Mix of IDUs by bedroom size is similar to market rate.	X		

CONTINUE →

Criteria for Inclusionary Dwelling (IDUs) (continued)	Will Comply	Will not comply	Additional comments
IDUs are dispersed throughout the project.	X		
IDUs are to be built in phasing similar to market rate.	X		
Pricing fits within Ordinance standards	X		
Developer offers security during construction phase in form of deed restriction.	X		
Developer offers enforcement for for-sale IDUs in form of option to purchase or for rental in form of deed restriction.	X		
Developer describes marketing plan for IDUs.		X	
Developer acknowledges need to inform buyers/renters of IDU status, responsibilities for notification.	X		
Terms of sale or rent.		X	
	Yes	No	Additional comments
Developer has arranged to sell/rent IDUs to non-profit or CDA to meet IDU expectations.		X	
Developer has requested waiver for off-site or cash payment.		X	
Developer has requested waiver for reduction of number of units.		X	
Other:			

- The applicant discussed this development proposal with representatives from the Planning Unit, Zoning Administrator and Community Development Block Grant Office on: → 1/31/08
- The applicant presented a preliminary development plan for this project to the Interdepartmental Review Staff Team on: → 1/31/08
- The applicant notified Alderperson Skidmore of District 9 of this development proposal in writing on: → 8/30/07 / 1/29/08
- The applicant also notified _____ of the _____ neighborhood in writing on: → _____
- The Inclusionary Dwelling Unit Plan Application package contains ALL of the materials required as noted on this form. I, as the undersigned, acknowledge that incomplete or incorrect submittals may cause delays in the review of this project. I am also familiar with the ongoing developer responsibilities summarized on page #2 of this application and outlined in the Inclusionary Zoning Ordinance and Program Policy and Protocols.

Applicant Signature

Jason Valerius

Date 2/6/08

Printed Name

Jason Valerius

Phone

(608) 242-6621