



SECOND ADDITION TO GRANDVIEW COMMONS Inclusionary Zoning Application

February 14, 2006

TABLE OF CONTENTS

TABLE OF CONTENTS 2

Dwelling Unit Breakdown 3

Project Narrative 4

Inclusionary Zoning Plans 6

 Master Plan/Inclusionary Distribution Plan 6

 Architectural Character 7

Draft Covenants & Restrictions 8

Inclusionary Zoning Application Form 49

Addendum 52

Dwelling Unit Breakdown

Residential Units:	R2T Single Family	143 units
	R2Y Single Family	31 units
	R2Z Single Family	33 units
	PUD:GDP Duplex Alley	16 units
	PUD:GDP Stacked Flats	6 units
	PUD:GDP Four Units	20 units
	PUD:GDP Townhomes	20 units
	PUD:GDP Mixed Residential	83 units
	Total	352 units

single family/duplex IZ units	26
Mixed Residential IZ units	27

Target AMI Levels

IZ Unit Breakdown:	Single Family:	80% AMI	21
		70% AMI	7
	Stacked Flats:	80% AMI	2
		70% AMI	2
	Four Unit/Townhome Units:		
		80% AMI	TBD
		70% AMI	TBD
		60% AMI	TBD
		50% AMI	TBD
	Mixed Residential:	80% AMI	TBD
		70% AMI	TBD
		60% AMI	TBD
		50% AMI	TBD

Bedrooms/unit:	Single Family:	3-bedroom units	11
		4-bedroom units	17
	Stacked Flats:	3-bedroom units	2
		4-bedroom units	2
	Four Unit/Townhome Units:		
		1-bedroom units	TBD
		2-bedroom units	TBD
		3-bedroom units	TBD
		4-bedroom units	TBD
	Mixed Residential:	1-bedroom units	TBD
		2-bedroom units	TBD
		3-bedroom units	TBD
		4-bedroom units	TBD

Note:	The four unit, townhome and mixed residential areas will be retained by the property owner and will be required to address ownership vs. rental, and bedroom mix at the time of SIP submittal or any future rezonings.		
Incentive Points:	10% of units @ 80% AMI=	0	
	5% of units @ 70% AMI=	1	
	Total Points Generated:	1	
Incentives Requested:	Park Fee Reduction		

Project Narrative

Development Concept: The Second Addition to Grandview Commons builds upon the character and patterns of the original neighborhood to create a mixed residential neighborhood featuring variety of residential options within a network of pedestrian oriented streets, and greenway connections.

Surrounding Uses:

North: Agricultural, Rural Residential

East: Agricultural (future development), Grandview Commons

South: Grandview Commons

West: Agricultural, Mineral Extraction

Project Components:

Variety of single family lot types and price points

Variety of multi-family residential

Interconnected street network

Parks & open space amenities

Project Team:

Owner/Developer:	Great Neighborhoods East, LLC. 6801 South Town Drive Madison, Wisconsin 53713 Tel: 226-3100 Fax: 226-0600	Jeff Rosenberg David Simon Don Esposito
	East Madison Real Estate V LLC. 131 South Page Street Stoughton, Wisconsin 53589 Tel: 692-0821 Fax: 877-0330	John Brigham
Planner/Applicant:	Vandewalle & Associates 120 East Lakeside Street Madison, Wisconsin 53715 Tel: 255-3988 Fax: 255-0814	Brian Munson

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

Construction Schedule: Phase One Infrastructure 2006

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

Single Family to Mixed Residential

<u>Phase</u>	<u>Total Units</u>	<u>IZ units</u>
2006	14	2
~2007	49	8
~2008	46	4
~2009	23	3
~2010	24	2
~2011	43	10
~2012	38	6
~2013	22	4
~2014	93	14
Total	352	53

*Note: All multi-family components will require a future zoning application or SIP submittal. At the time of each submittal, an Inclusionary Zoning Plan will be submitted in compliance of the current IZ ordinance.

SECOND ADDITION TO
GRANDVIEW COMMONS

Madison, Wisconsin

Phasing/Inclusionary Zoning Plan

Total IZ Units: 53 Units

Single Family IZ Units: 28 Units
□ 80% AMI 21 Units
○ 70% AMI 7 Units

Twin Home IZ Units: 2 Units
□ 80% AMI 0 Units
○ 70% AMI 2 Units

Stacked Flats IZ Units: 4 Units
□ 80% AMI 2 Units
○ 70% AMI 2 Units

4 Unit IZ Units: 3 Units
□ 80% AMI 0 Units
○ 70% AMI 3 Units

Townhomes IZ Units: 3 Units
● 80% AMI TBD
● 70% AMI TBD
● 60% AMI TBD
● 50% AMI TBD

Bedrooms/Unit TBD

Multi-Family IZ Units: 13 Units
● 80% AMI TBD
● 70% AMI TBD
● 60% AMI TBD
● 50% AMI TBD

Bedrooms/Unit TBD

Phase IX
Unit Count: 93/14

Phase VIII
Unit Count: 22/4

Phase VII
Unit Count: 38/6

Phase VI
Unit Count: 43/10

Phase V
Unit Count: 24/2

Phase IV
Unit Count: 23/3

Phase III
Unit Count: 46/4

Phase II
Unit Count: 49/8

Phase I
Unit Count: 14/2

Stormwater
~ 1.3 Acres

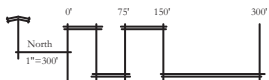
Park
~ 1.6 Acres

Wassertower

Community Park
~ 4.0 Acres

Interstate 39/90

Milwaukee Street



Vandewalle & Associates
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Created: 2.14.06

ARCHITECTURAL CHARACTER

The following images are representative of the architectural character and neighborhood aesthetics proposed for this neighborhood.



Document Number

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3872555

02/12/2004 07:29:02AM

Trans. Fee:
Exempt #:

Rec. Fee: 51.00
Pages: 21

**FIFTH AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR THE PLAT OF GRANDVIEW
COMMONS, CITY OF MADISON, DANE COUNTY, WI**

000136

Record this document with the Register of Deeds

Name and Return Address:

Kay Millonzi
Veridian Homes
6801 South Towne Drive
Madison, Wisconsin 53713

See Exhibit A
(Parcel Identification Number)

WHEREAS, DJK Real Estate and Premium Real Estate, LLC. Owners and Developers of the plat of Grandview Commons, City of Madison, Dane County, WI (the "Plat") caused to be placed of record certain Protective Covenants and Restrictions (the "Restrictions") on the Plat which Restrictions were recorded on December 19, 2002, with the Dane County Register of Deeds office as Document No. 3615505, First Amendment recorded on March 27, 2003 with the Dane County Register of Deeds office as Document No. 3678368, Second Amendment recorded on July 10, 2003 with the Dane County Register of Deeds office as Document No. 3755204, Third Amendment recorded on August 21, 2003 with the Dane County Register of Deeds office as Document No. 3792373, Fourth Amendment recorded on October 14, 2003 with the Dane County Register of Deeds office as Document No. 3827186;

WHEREAS, Developer is, as of the date hereof, the fee simple owner of more than one lot in the Plat and is desirous of amending certain provisions of the Restrictions.

NOW, THEREFORE, Developer does hereby, for itself, its successors and assigns amend the Restrictions as follows:

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Restrictions.
- 2) Paragraph B-20), "Mailboxes" is replaced in its entirety with the following:
"Developer will supply and install a mailbox for each Lot. The specific mailbox standards must be followed for mailbox type and style as approved and supplied by Developer. Owner will be responsible for maintenance of the mailbox in accordance with applicable postal regulations. If replacement is necessary, Owner

will be responsible for the cost of replacement with a mailbox approved by the ACC."

000137

- 3) Paragraph B-16) "Satellite Dishes--Solar Panels--Radio Towers" shall be replaced in its entirety to read; "No satellite receiving dishes, solar panels or radio towers shall be allowed, except within the interior of a building, without the prior written approval of the ACC."
- 4) Paragraph D-6, "Parade of Homes" So long as Developer shall own any Lot in Plats, Developer reserves the right to submit some or all of said lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event that some or all of said Lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration of Protective Covenants, Conditions and Restrictions shall, as to the lots enrolled in the Parade of Homes, for a limited period of time commencing 48 hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in this Plat pursuant to the then current Parade of Homes Rules and Checklist of the Madison Area Builders Association. All purchasers of Lots, 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 of Homes for the period of the Parade as set forth above, and the closing of any public or private streets in the Parade of Homes area. All Lot owners appoint the Developer as their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade of Homes.
- 5) Paragraph D-7), "Notices" "Notices to Developer shall be sent to the attention of the Land Development Dept., Veridian Homes, LLC, at 6801 South Towne Drive, Madison, WI 53713."

000138

Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.

Dated as of the 9th day of February, 2004

DJK Real Estate, LLC

By: Veridian Development, LLC, Its Sole Member

By: [Signature]
Donald A. Esposito, Jr., Assistant Secretary

PREMIUM REAL ESTATE, LLC.

By: Veridian Development, LLC, Its Sole Member

By: [Signature]
Donald A. Esposito, Jr., Assistant Secretary

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me this 9th day of Feb, 2004, the above named Donald A. Esposito, Jr. to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

[Signature]
Notary Public, State of Wisconsin
My Commission expires:

Feb 25, 2007

THIS DOCUMENT DRAFTED BY:
Kay Millonzi
6801 South Towne Drive
Madison, WI 53713

FOURTH AMENDMENT TO
DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS

Document Number

Title of Document

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3627186

10/14/2003 09:31:11AM

Trans. Fee:
Exempt #:

Rec. Fee: 21.00
Pages: 6

000446

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, Wisconsin 53703.

See Attached
(Parcel Identification Number)

WITNESSETH:

WHEREAS, DJK and Premium each own certain real property which has been previously subdivided into a neighborhood known as Grandview Commons (the "Development"), comprised of Phases I and II, owned by DJK, and Phases III and IV, owned by Premium; and

WHEREAS, in connection with the Development, Developer's predecessors in interest recorded that certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons, dated December 19, 2002, recorded December 19, 2002 in the office of the Dane County, Wisconsin Register of Deeds, as Document No. 3615505 (the "Covenants"); and

WHEREAS, there has been recorded first, second and third amendments to the Declaration in the office of the Dane County, Wisconsin Register of Deeds bearing the following document numbers: Document No. 3678368 (the "First Amendment"), Document

No. 3755204 (the "Second Amendment"), and Document No. 3792373 (the "Third Amendment"); and

WHEREAS, the Covenants, the First Amendment, Second Amendment and Third Amendment will be herein referred to as the Declaration; and

WHEREAS, Developer wishes to further amend the Declaration in accordance with the terms, covenants and conditions of this Amendment.

NOW, THEREFORE, Developer does hereby amend the Declaration in the following manner:

- 1) **Real Estate Affected by Amendment.** This Amendment affects the real property described in Exhibit "A," attached hereto and incorporated herein by reference.
- 2) **Use Easements.** The lots in the Development described in Exhibit "B," attached hereto and incorporated herein by reference, are made subject to the Use Easement provisions of paragraph (6) of the First Amendment. To the extent that there is a discrepancy between the descriptions of the Dominant Lot and the Servient Lot, as those terms are defined in paragraph (6) of the First Amendment, as contained in Exhibit "B" to the First Amendment and Exhibit "B" attached hereto, Exhibit "B" attached hereto shall control.
- 3) **Capitalized Terms.** Capitalized terms which are not otherwise defined herein, shall be as defined in the Declaration.
- 4) **Effect of Amendment.** Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

Dated this 8th day of October, 2003.

*** DEVELOPER ***

DJK Real Estate, LLC

By: **Veridian Development, LLC, its Sole Member**

By: 

David P. Simon, Vice President

By: Veridian Development, LLC, its Sole Member

By:

David P. Simon, Vice President

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

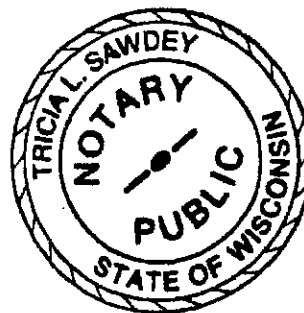
Personally came before me this 8th day of October 2003, the above named David P. Simon, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Notary Public, State of Wisconsin

My Commission expires:

11-16-2003

THIS DOCUMENT DRAFTED BY:
Attorney Gregory J. Paradise
MOHS, MACDONALD, WIDDER & PARADISE
20 North Carroll Street
Madison, WI 53703



THIRD AMENDMENT TO DECLARATION
OF CONDITIONS, COVENANTS
AND RESTRICTIONS

Document Number

Title of Document

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3792373

08/21/2003 11:25:21AM

Trans. Fee:
Exempt #:

Rec. Fee: 39.00
Pages: 15

003401

This Third Amendment to that certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons (the "Amendment") is made by DJK Holdings, Inc., f/k/a Great Neighborhoods, Inc., a Wisconsin Corporation ("Developer").

WITNESSETH:

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, WI 53703

See Attached
(Parcel Identification Number)

WHEREAS, Developer owns certain real property which Developer has subdivided into a neighborhood known as Grandview Commons (the "Development"); and

WHEREAS, in connection with the Development, Developer recorded a certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons, dated December 19, 2002, recorded December 19, 2002 in the office of the Dane County, Wisconsin Register of Deeds as Document No. 3615505 (the "Declaration"); and

WHEREAS, Developer recorded a First Amendment to Declaration of Conditions, Covenants and Restrictions dated March 19, 2003, recorded March 27, 2003, in the Office of the Dane County, Wisconsin Register of Deeds, as Document No. 3678368 (the "First Amendment"); and

WHEREAS, Developer recorded a Second Amendment to Declaration of Conditions, Covenants and Restrictions, dated May 31, 2003, recorded July 10, 2003, in the office of the Dane County, Wisconsin Register of Deeds, as Document No. 3755204 (the "Second

Amendment," and collectively with the Declaration and the First Amendment, the **"Covenants";** and

WHEREAS, Developer wishes to further amend the Covenants in accordance with the terms, covenants and conditions of this Amendment to provide for the applicability of the Covenants to the Commercial Lots, as that term is defined below.

NOW, THEREFORE, Developer does hereby amend the Covenants in the following manner:

1) **All Phases Subject to Declaration.** Attached hereto as Exhibit "A," and incorporated herein by reference, are the legal descriptions of all Lots in all Phases of the Development. All Lots in all Phases of the Development, except as limited by this Amendment with respect to the Commercial Lots, as that term is defined below, are hereby made subject to the Covenants and this Amendment. Nothing herein shall be construed as preventing Developer from making further amendments to the Covenants and this Amendment pursuant to the provisions of the Covenants.

2) **Commercial Lots.** Attached hereto as Exhibit "B," and incorporated herein by reference, are the legal description of all Lots which are intended to be used for commercial, office, retail and multi-family (the **"Commercial Lots"**). The Commercial Lots shall be subject to the following provisions of the Covenants. Any provision of the Covenants not specifically described in subparagraph (A) – (D), below, are not applicable to the Commercial Lots:

A) **Provisions of the Declaration.**

- i) Sections (A-1)(A) – (G), inclusive.
- ii) Sections (A-2) – (A-4), inclusive.
- iii) Sections (B-3), (B-7), (B-8), (B-9), (B-11), (B-12), (B-13), (B-14), (B-17), (B-18), (B-19) and (B-21).
- iv) Part C of the Declaration in its entirety.

B) Provisions of the First Amendment.

i) Paragraphs (1) – (5), inclusive.

C) Provisions of the Second Amendment.

i) Paragraphs (1) – (4), inclusive.

D) Additional Provisions Applicable to Commercial Lots.

i) Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration "Equipment") of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. Notwithstanding the foregoing, it shall not be a violation of this restriction if operable Equipment is stored temporarily on approved exterior parking lots located on a Commercial Lot. Long term storage of Equipment on exterior parking lots is prohibited in all cases. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked on exterior parking lots for any period of time in excess of twenty-four (24) hours.

ii) Signs. Signs advertising the use of a Commercial Lot shall be permitted provided (a) that they are approved in advance, in writing by the Architectural Control Committee; and (b) that they are constructed in accordance with all laws, rules, and regulations, and with all applicable permits, issued by the municipality in which the Commercial Lot in question is located. After the Architectural Control Committee is no longer controlled by the Developer, the Architectural Control Committee shall no longer have approval rights over any signs located on Commercial Lots, but instead, signs shall be

governed by the laws, rules, regulations and ordinances of the municipality in which the Commercial Lot is located.

iii) Architectural Control Committee Control. At such time as control of the Committee is turned over to the Members of the Association, the Commercial Lots shall not be subject to the control of the Association with respect to the construction, repair or remodeling of improvements on the Commercial Lots, all of which shall be governed by the rules, regulations, laws and ordinances of the municipality in which the Commercial Lot is located. The Commercial Lots shall be required to comply with the provisions of the Covenants described in paragraph (2), above, including subparagraph (D), notwithstanding the fact that Developer is not in control of the Association.

iv) Design Guidelines. The Commercial Lots shall be generally subject to residential and neighborhood center design guidelines, originally dated September of 2002, as the same may be updated and amended from time-to-time hereunder.

3) No Build Restriction for Lots 459 and 460. Developer declares that the fifteen (15) feet wide strip of land partially located on Lot 459 and partially located on Lot 460, depicted in Exhibit "C," attached hereto and incorporated herein by reference, is hereby made subject to a permanent, non-exclusive, no build restriction (the "**No Build Zone**"). The Owners of Lot 459 or 460 may not build, construct or maintain any structures or improvements (the "**Improvements**") within the No Build Zone without (i) until such time as Developer relinquishes control of the Architectural Control Committee, the advance written consent of the Architectural Control Committee; and (ii) the municipality in which said Lots are located at the time consent is requested. As used in this paragraph, the term "Improvements" shall not include landscaping or surface parking lots.

4) Capitalized Terms. Capitalized terms which are not otherwise defined herein, shall be as defined in the Covenants.

5) Effect of Amendment. Except as amended herein, all terms, covenants and conditions of the Covenants shall remain unchanged.

Dated this 14th day of August, 2003.

* DEVELOPER *

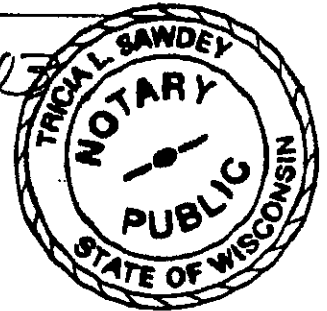
DJK HOLDINGS, INC., f/k/a Great Neighborhoods,
Inc.

By David P. Simon
David P. Simon, President

STATE OF WISCONSIN)
COUNTY OF DANE)ss>

Personally came before me this 14th day of August, 2003, the above named David P. Simon, President to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Tricia Sawdey
Notary Public, State of Wisconsin
My Commission expires: 11-16-2007



THIS DOCUMENT DRAFTED BY:
Attorney Gregory J. Paradise
MOHS, MACDONALD, WIDDER & PARADISE
20 North Carroll Street
Madison, WI 53703

FOURTH AMENDMENT TO
DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS

Document Number

Title of Document

This Fourth Amendment to that certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons (the "Amendment") is made by DJK Real Estate, LLC, a Wisconsin limited liability company, successor in interest to DJK Holdings, Inc., f/k/a Great Neighborhoods, Inc., a Wisconsin Corporation ("DJK") and Premium Real Estate, LLC, a Wisconsin limited liability company ("Premium," and collectively with DJK the "Developer").

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, Wisconsin 53703

See Attached
(Parcel Identification Number)

W I T N E S S E T H :

WHEREAS, DJK and Premium each own certain real property which has been previously subdivided into a neighborhood known as Grandview Commons (the "Development"), comprised of Phases I and II, owned by DJK, and Phases III and IV, owned by Premium; and

WHEREAS, in connection with the Development, Developer's predecessors in interest recorded that certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons, dated December 19, 2002, recorded December 19, 2002 in the office of the Dane County, Wisconsin Register of Deeds, as Document No. 3615505 (the "Covenants"); and

WHEREAS, there has been recorded first, second and third amendments to the Declaration in the office of the Dane County, Wisconsin Register of Deeds bearing the following document numbers: Document No. 3678368 (the "First Amendment"), Document

No. 3755204 (the "Second Amendment"), and Document No. 3792373 (the "Third Amendment"); and

WHEREAS, the Covenants, the First Amendment, Second Amendment and Third Amendment will be herein referred to as the Declaration; and

WHEREAS, Developer wishes to further amend the Declaration in accordance with the terms, covenants and conditions of this Amendment.

NOW, THEREFORE, Developer does hereby amend the Declaration in the following manner:

1) **Real Estate Affected by Amendment.** This Amendment affects the real property described in Exhibit "A," attached hereto and incorporated herein by reference.

2) **Use Easements.** The lots in the Development described in Exhibit "B," attached hereto and incorporated herein by reference, are made subject to the Use Easement provisions of paragraph (6) of the First Amendment. To the extent that there is a discrepancy between the descriptions of the Dominant Lot and the Servient Lot, as those terms are defined in paragraph (6) of the First Amendment, as contained in Exhibit "B" to the First Amendment and Exhibit "B" attached hereto, Exhibit "B" attached hereto shall control.

3) **Capitalized Terms.** Capitalized terms which are not otherwise defined herein, shall be as defined in the Declaration.

4) **Effect of Amendment.** Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

Dated this 8th day of October, 2003.

*** DEVELOPER ***

DJK Real Estate, LLC

By: **Veridian Development, LLC, its Sole Member**

By: 

David P. Simon, Vice President

PREMIUM REAL ESTATE, LLC

By: Veridian Development, LLC, its Sole Member

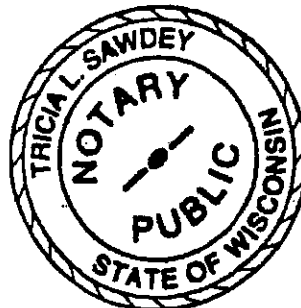
By: David P. Simon
David P. Simon, Vice President

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me this 8th day of October 2003, the above named David P. Simon, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Tricia Sawdey
Notary Public, State of Wisconsin
My Commission expires: 11-16-2003

THIS DOCUMENT DRAFTED BY:
Attorney Gregory J. Paradise
MOHS, MACDONALD, WIDDER & PARADISE
20 North Carroll Street
Madison, WI 53703



**THIRD AMENDMENT TO DECLARATION
OF CONDITIONS, COVENANTS
AND RESTRICTIONS**

Document Number

Title of Document

This Third Amendment to that certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons (the "Amendment") is made by DJK Holdings, Inc., f/k/a Great Neighborhoods, Inc., a Wisconsin Corporation ("Developer").

WITNESSETH:

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, WI 53703

(Parcel Identification Number)

WHEREAS, Developer owns certain real property which Developer has subdivided into a neighborhood known as Grandview Commons (the "Development"); and

WHEREAS, in connection with the Development, Developer recorded a certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons, dated December 19, 2002, recorded December 19, 2002 in the office of the Dane County, Wisconsin Register of Deeds as Document No. 3615505 (the "Declaration"); and

WHEREAS, Developer recorded a First Amendment to Declaration of Conditions, Covenants and Restrictions dated March 19, 2003, recorded March 27, 2003, in the Office of the Dane County, Wisconsin Register of Deeds, as Document No. 3678368 (the "First Amendment"); and

WHEREAS, Developer recorded a Second Amendment to Declaration of Conditions, Covenants and Restrictions, dated May 31, 2003, recorded July 10, 2003, in the office of the Dane County, Wisconsin Register of Deeds, as Document No. 3755204 (the "Second

Amendment," and collectively with the Declaration and the First Amendment, the **"Covenants");** and

WHEREAS, Developer wishes to further amend the Covenants in accordance with the terms, covenants and conditions of this Amendment to provide for the applicability of the Covenants to the Commercial Lots, as that term is defined below.

NOW, THEREFORE, Developer does hereby amend the Covenants in the following manner:

1) **All Phases Subject to Declaration.** Attached hereto as Exhibit "A," and incorporated herein by reference, are the legal descriptions of all Lots in all Phases of the Development. All Lots in all Phases of the Development, except as limited by this Amendment with respect to the Commercial Lots, as that term is defined below, are hereby made subject to the Covenants and this Amendment. Nothing herein shall be construed as preventing Developer from making further amendments to the Covenants and this Amendment pursuant to the provisions of the Covenants.

2) **Commercial Lots.** Attached hereto as Exhibit "B," and incorporated herein by reference, are the legal description of all Lots which are intended to be used for commercial, office, retail and multi-family (the **"Commercial Lots"**). The Commercial Lots shall be subject to the following provisions of the Covenants. Any provision of the Covenants not specifically described in subparagraph (A) – (D), below, are not applicable to the Commercial Lots:

- A) **Provisions of the Declaration.**
 - i) Sections (A-1)(A) – (G), inclusive.
 - ii) Sections (A-2) – (A-4), inclusive.
 - iii) Sections (B-3), (B-7), (B-8), (B-9), (B-11), (B-12), (B-13), (B-14), (B-17), (B-18), (B-19) and (B-21).
 - iv) Part C of the Declaration in its entirety.

v) Part D of the Declaration in its entirety.

B) Provisions of the First Amendment.

i) Paragraphs (1) – (5), inclusive.

C) Provisions of the Second Amendment.

i) Paragraphs (1) – (4), inclusive.

D) Additional Provisions Applicable to Commercial Lots.

i) Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration "Equipment") of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. Notwithstanding the foregoing, it shall not be a violation of this restriction if operable Equipment is stored temporarily on approved exterior parking lots located on a Commercial Lot. Long term storage of Equipment on exterior parking lots is prohibited in all cases. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked on exterior parking lots for any period of time in excess of twenty-four (24) hours.

ii) Signs. Signs advertising the use of a Commercial Lot shall be permitted provided (a) that they are approved in advance, in writing by the Architectural Control Committee; and (b) that they are constructed in accordance with all laws, rules, and regulations, and with all applicable permits, issued by the municipality in which the Commercial Lot in question is located. After the Architectural Control Committee is no longer controlled by the Developer, the Architectural Control Committee shall no longer have approval rights over any signs located on Commercial Lots, but instead, signs shall be

governed by the laws, rules, regulations and ordinances of the municipality in which the Commercial Lot is located.

iii) Architectural Control Committee Control. At such time as control of the Committee is turned over to the Members of the Association, the Commercial Lots shall not be subject to the control of the Association with respect to the construction, repair or remodeling of improvements on the Commercial Lots, all of which shall be governed by the rules, regulations, laws and ordinances of the municipality in which the Commercial Lot is located. The Commercial Lots shall be required to comply with the provisions of the Covenants described in paragraph (2), above, including subparagraph (D), notwithstanding the fact that Developer is not in control of the Association.

iv) Design Guidelines. The Commercial Lots shall be generally subject to residential and neighborhood center design guidelines, originally dated September of 2002, as the same may be updated and amended from time-to-time hereunder.

3) No Build Restriction for Lots 459 and 460. Developer declares that the fifteen (15) feet wide strip of land partially located on Lot 459 and partially located on Lot 460, depicted in Exhibit "C," attached hereto and incorporated herein by reference, is hereby made subject to a permanent, non-exclusive, no build restriction (the "No Build Zone"). The Owners of Lot 459 or 460 may not build, construct or maintain any structures or improvements (the "Improvements") within the No Build Zone without (i) until such time as Developer relinquishes control of the Architectural Control Committee, the advance written consent of the Architectural Control Committee; and (ii) the municipality in which said Lots are located at the time consent is requested. As used in this paragraph, the term "Improvements" shall not include landscaping or surface parking lots.

4) Capitalized Terms. Capitalized terms which are not otherwise defined herein, shall be as defined in the Covenants.

5) Effect of Amendment. Except as amended herein, all terms, covenants and conditions of the Covenants shall remain unchanged.

Dated this 14th day of August, 2003.

* DEVELOPER *

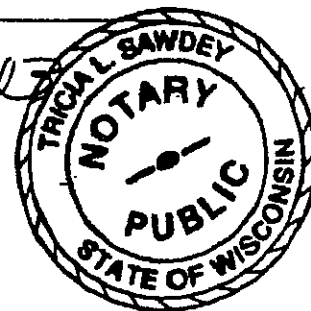
DJK HOLDINGS, INC., f/k/a Great Neighborhoods,
Inc.

By David P. Simon
David P. Simon, President

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me this 14th day of August, 2003, the above named David P. Simon, President to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Tricia Sawdey
Notary Public, State of Wisconsin
My Commission expires: 11-16-2007



THIS DOCUMENT DRAFTED BY:
Attorney Gregory J. Paradise
MOHS, MACDONALD, WIDDER & PARADISE
20 North Carroll Street
Madison, WI 53703

SECOND AMENDMENT TO DECLARATION OF
CONDITIONS, COVENANTS AND
RESTRICTIONS

Document Number

Title of Document

This Second Amendment to that certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons (the "Amendment") is made by DJK Holdings, Inc., f/k/a Great Neighborhoods, Inc., a Wisconsin corporation ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit "A", attached hereto and incorporated herein by reference, which Developer has subdivided into a neighborhood known as Grandview Commons (the "Development"); and

WHEREAS, in connection with the Development, Developer recorded a certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons, dated December 19, 2002, recorded December 19, 2002, in the office of the Dane County, Wisconsin Register of Deeds, as Document No. 3615505 (the "Declaration"); and

WHEREAS, Developer recorded a First Amendment to Declaration of Conditions, Covenants and Restrictions, dated March 19, 2003, recorded March 27, 2003, in the office of the Dane County, Wisconsin Register of Deeds, as Document No. 3678368 (the "First Amendment"); and

WHEREAS, Developer wishes to further amend the Declaration in accordance with the terms, covenants and conditions of this Amendment.

NOW, THEREFORE, Developer does hereby amend the Declaration in the following manner:

1) The real property described in Exhibit "B", attached hereto and incorporated herein by reference (the "Commercial Lots"), consists of those lots in the Development which are intended for commercial/office/retail or multi-family development. Paragraph (4) of the First Amendment established Assessment Units for the variety of uses which lots in the Development will be put to, including the uses of the Commercial Lots. Notwithstanding anything set forth in the First Amendment or in the Declaration, after such time as the Developer turns over control of the Association to the Members pursuant to the Declaration no amendment to the Declaration may be made affecting the Commercial Lots unless the affirmative vote of 75% of the Owners of the Commercial Lots is obtained with respect to said amendment.

2) Capitalized Terms. Capitalized terms which are not otherwise defined herein shall be as defined in the Declaration or the First Amendment, as the case may be.

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3755204

07/10/2003 02:59:38PM

Trans. Fee:
Exempt #:

Rec. Fee: 31.00
Pages: 11

005111

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mahs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, WI 53703

See Exhibits
(Parcel Identification Number)

005112

3) Reservation of Rights. Developer hereby reserves the right, at any time in the future, while Developer is in control of the Association, to create a separate association for the Commercial Lots which association shall or shall not be affiliated with the Association, as Developer may determine in the sole exercise of Developer's discretion. In the event Developer creates a separate association for the Commercial Lots, all owners of Commercial Lots must belong to said association. Owners of Commercial Lots who have acquired their lots prior to the creation of such association and their mortgagees shall join in any document creating said association, the terms, covenants and conditions of which shall be subject to the approval of said owners and their mortgagees, which approval shall not be unreasonably withheld or delayed. Said association may include all or a portion of Commercial Lots at the discretion of the Developer. Nothing herein shall be construed as preventing Developer from adding additional lots to the definition of Commercial Lots without the consent of any other Owner so long as Developer is in control of the Association.

4) Miscellaneous. Except as amended herein, all terms, covenants and conditions of the Declaration and the First Amendment shall remain unchanged.

Dated as of the 31st day of May, 2003.

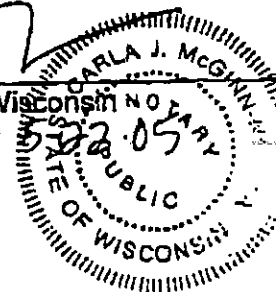
DJK HOLDINGS, INC., f/k/a Great Neighborhoods,

Inc.
By: David P. Simon
David P. Simon, President

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me this 26 day of June, 2003, the above named David P. Simon, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Carla J. McGinnis
Notary Public, State of Wisconsin
My Commission expires: 5-22-05



THIS DOCUMENT DRAFTED BY:
Attorney Gregory J. Paradise
MOHS, MACDONALD, WIDDER & PARADISE
20 North Carroll Street
Madison, WI 53703

GRANDVIEW COMMONS
FIRST AMENDMENT TO DECLARATION
OF CONDITIONS, COVENANTS AND
RESTRICTIONS

Document Number

Title of Document

This First Amendment to that certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons (the "Amendment") is made by Great Neighborhoods, Inc., a Wisconsin Corporation ("Developer").

WITNESSETH:

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3678368

03/27/2003 01:44:12PM

Trans. Fee:
Exempt #:

Rec. Fee: 43.00
Pages: 17

001238

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, Wisconsin 53703

(Parcel Identification Number)

WHEREAS, Developer is the owner of the real property described in Exhibit "A," attached hereto and incorporated herein by reference, which Developer has subdivided into a neighborhood to be known as Grandview Commons (the "Development"); and

WHEREAS, in connection with the Development, Developer recorded a certain Declaration of Conditions, Covenants and Restrictions for Grandview Commons, dated December 19, 2002, recorded December 19, 2002, in the office of the Dane County, Wisconsin Register of Deeds, as Document No. 3615505 (the "Declaration"); and

WHEREAS, Developer wishes to amend the Declaration in accordance with the terms, covenants and conditions of this Amendment.

NOW, THEREFORE, Developer does hereby amend the Declaration in the following manner:

1) **Defined Terms.** Capitalized terms which are not defined in this Amendment shall be defined as set forth in the Declaration.

2) **Pool and Community Center.** The term Common Property as defined in Section (A-1)(B) of the Declaration shall be amended to include the Community Center as that term is defined herein, if the Community Center is constructed by Developer. Developer may, but is not legally obligated to, construct a community center building with an outdoor pool (the "Community Center"), as a common amenity, available for use by all residents of the Development. The Community Center will be designed by Developer as Developer shall solely determine, and will be constructed at Developer's sole cost and expense, but the maintenance, repair, replacement, operation, use and capital improvement costs ("Future Maintenance") of the Community Center subsequent to initial design and construction shall be a common expense to be paid for by the Owners as part of the maintenance of Common

Property described in Section (A) of the Declaration. The Association shall have the discretion to determine how assessments for Future Maintenance shall be made against the Owners including whether or not such assessments are mandatory, are based on use or other criteria. Until such time as Developer turns over the control of the Association to Owners, it is Developer's intent to assess the cost of Future Maintenance of the Community Center as part of the minimum annual assessments to be paid by Owners pursuant to Section (A) of the Declaration.

3) **Carriage Lanes.** Certain Lots in the Development border private carriage lanes which may or may not be accepted by the City of Madison as public alleys. The private carriage lanes shall be deemed a part of the Common Property which the Association is obligated to maintain under Section (A) of the Declaration, the cost of which 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. The carriage lanes in Phase 1 of the Development have been accepted by the City of Madison as public alleys.

4) **Responsibility for Assessments During Development Stage.** At the present time, the Declaration is applicable to the Lots located in Phase I of the Development, as that term is defined in the Declaration. Association assessments for those expenses which the Association is permitted to assess to Members under the Declaration shall be paid by all Lots located in Phase I commencing on January 1, 2004, whether such Lots are owned by Developer or owned by persons or entities other than Developer. For the year 2003, Developer shall be responsible for all Association expenses. Developer 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 of assessments for common area maintenance and other expenses, which the Association is permitted to assess to members under the Declaration. The Developer shall be responsible for payment of assessments attributable to all Lots owned by Developer, 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. With respect to multi-family residential apartments, duplex homes and townhouses, each apartment, duplex unit or townhouse unit, shall be considered a Dwelling Unit. By way of example and not limitation, if a townhouse has six separate apartments, each such apartment shall be considered a Dwelling Unit and each such apartment shall be assigned one Assignment Unit. With respect to condominiums, each individual condominium unit shall be considered a Dwelling Unit.

<u>Use</u>	Number of Assessment Units
A) Single Family:	One (1) per Dwelling Unit.
B) Multi-Family Residential Apartments:	Seventy-five/100ths (.75) per Dwelling Unit.
C) Multi-Family Condominiums:	Seventy-five/100ths (.75) per Dwelling Unit.
D) Multi-Family Duplex Homes:	One (1) per Dwelling Unit.
E) Multi-Family Townhouses Homes:	One (1) per Dwelling Unit.
F) Commercial/Office/Retail Development:	Fifty/100ths (.50) per 1,000 square feet of useable space.

Should any of the foregoing uses change such that the Assessment Units attributable to a Lot shall also change, then the percentage share of each Lot shall be recalculated based on the then current number of Assessment Units in the Development, which recalculation shall be effective on January 1 of the first calendar year following the date on which the change in use requiring recalculation has taken place. It is the intention of the Developer that Assessment Units be uniform, and that assessments be adjusted by the number of Assessment Units attributable to a particular Lot on the basis of its Use. The terms of this paragraph (4) shall be applicable to future phases whether Developer's intention to so do is or is not stated in any future amendment to the Declaration.

5) Disclosures.

A) The Development is in part located within an area subject to elevated ambient highway noise levels on account of the proximity of the Development to adjoining highways and streets.

B) Notice is hereby given that as of the date hereof, there is an active quarry operation on certain lands in close proximity to the Development.

C) Lot 310 of the Development may be replatted, subdivided or otherwise reconfigured, in such a manner as Developer shall determine in the sole exercise of Developer's discretion.

D) Nothing in the Declaration or this Amendment shall be construed as prohibiting Developer from subdividing any Lot or Lots in the Development, so as to create additional Lots. All such additional Lots shall be subject to the terms, covenants and conditions of the Declaration as amended from time to time. All such additional Lots shall be assigned a Use under paragraph (4), above, and shall be subject to assessment in accordance with the terms of such paragraph and the Declaration.

E) With respect to any Lot in the Development which borders a public or private alley, there shall be no public trash, leaf or recycled material pick-up service in said alley, but instead, there will be one or more trash pick-up collection points designated by the Developer to be used by Owners of Lots bordering the alley in question. Trash pick-up may be initially provided by the Association and charged as an expense of the Association, but such arrangement may be changed to provide for public or some other method of trash pick-up at a future time as the Developer or the Association shall determine.

6) **Use Easements.** This paragraph (6) amends and restates in its entirety, Section E-2 of the Declaration. This paragraph relates to those Lots described in Exhibit "B", attached hereto and incorporated herein by reference, referred to in the Declaration and herein as the "Affected Lots".

A) The sideyard of an Affected Lot which is subject to the easement herein created ("Servient Lot"), shall be measured from the common lot line between the Servient Lot and the Dominant Lot, as described in Exhibit "B", to the face of the building to be constructed on the Servient Lot, and the face of such building extended in a straight line from the front and rear corners of the building face to the front and rear property lines. In any case where a front or rear property line of the Servient Lot extends beyond the corresponding front or rear property line of the Dominant Lot (see, for example, the real property lines of Lots 392 and 393) the easement shall terminate at a point drawn perpendicular to the front or rear boundary line of the Dominant Lot, as the case may be, extended to the line described in the immediately preceding sentence.

B) Each Owner of a Dominant Lot that is subject to the terms of this paragraph shall have a perpetual, non-exclusive easement for the use of the sideyard located on the Servient Lot. The Owner of the Dominant Lot shall be responsible for maintenance of that area of the Servient Lot subject to this easement. Maintenance shall include seasonal lawn and landscape care, the repair and replacement of any fences located within the easement and such other normal and customary care and maintenance that a prudent homeowner would exercise were that area of the Servient Lot subject to the easement owned by the Owner of the Dominant Lot. The Owner of a Lot which is subject to this easement (the "Servient Lot Owner") shall have access to the easement area at such limited times as may be necessary for maintenance, repair and replacement of the building to be located on the Servient Lot. The Servient Lot Owner may not use the easement area for landscaping, lawn, garden, storage or any other use whatsoever, but only for the necessary maintenance, repair and replacement of the building located on the Servient Lot, and for only such time as the same is required to take place. Each of the Owners of the Servient and Dominant Lots, which are subject to this easement shall be responsible for payment of real estate taxes and assessments for their respective Lots and shall maintain public liability insurance on their Lots at all times.

C) The easement created herein shall be perpetual, non-exclusive and shall be deemed to run with the land. The easement shall be binding upon the Owners of the Servient and Dominant Lots in question, and their respective heirs, successors and assigns. No Owner whose Lot is subject to the terms, covenants and conditions of the easement created by this paragraph shall take any action which would impede the use and enjoyment of the adjoining Lot, or of the easement created herein.

D) This easement may be made applicable to Lots in future phases of the Development by specific reference to this section of this Amendment and by updating Exhibit "B" to include the Lots to which this easement is to be made applicable.

7) **Utility Easements.**

A) Owners of Lots subject to and benefited by the Use Easements created in the Declaration and amended herein should note that one or more public or private utility easements (a "Utility Easement") including but not limited to the easement created in paragraph (7)(B), below, may be granted by the Developer in the sideyards of Dominant Lots

and Servient Lots. In such event, the Utility Easements, whether created before or after the date of this or any subsequent Amendment to the Declaration, whether concerning the Lots described in Exhibit "B" or Lots within any future Phase of the Development, shall be binding upon all Owners of Dominant and Servient Lots, and all rights and responsibilities herein described shall be subject to the rights granted the beneficiary of the Utility Easement whether such Utility Easement is recorded prior or subsequent to this or any future Amendment.

B) Developer does hereby impose upon, over, across and through the sideyards of the Affected Lots a utility easement for the benefit of Madison Gas & Electric Company, Ameritech/SBC and Charter Communications (collectively the "Utility") for the purpose of permitting said Utility to install, repair, replace and reconstruct such utility installations for gas and electrical service (the "Installations") as said Utility may construct in the sideyards described herein both currently and from time-to-time hereafter solely for the benefit of the Dominant and Servient Lots on which the Installations are constructed. All such Installations constructed by the Utility shall be constructed underground. No Owner of a Servient Lot or a Dominant Lot shall take any action which adversely affects or interferes with the rights granted to the Utility herein. In the event the Utility shall install, repair, replace or reconstruct (a "Permitted Activity") any Installation in the area subject to this easement for its own benefit then the Utility shall be solely responsible for and shall undertake at its sole cost and expense on or before fourteen days after completion of the Permitted Activity, weather permitting, repair and reconstruction of the area affected by such Permitted Activity, to the condition existing immediately preceding it. The easement herein created shall be perpetual, non-exclusive, and shall run with the land.

8) Landscaping Requirements. Pursuant to Section B-4 of the Declaration, Developer hereby imposes upon those certain Lots described in Exhibit "C", 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, as amended herein, shall be applicable to the landscaping to be installed pursuant to the terms of this paragraph.

9) Miscellaneous. Except as amended herein, all terms, covenants and conditions of the Declaration shall remain unchanged.

Dated as of the 19th day of March, 2003.

GREAT NEIGHBORHOODS, INC.

By:

David P. Simon
David P. Simon, President

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

001243

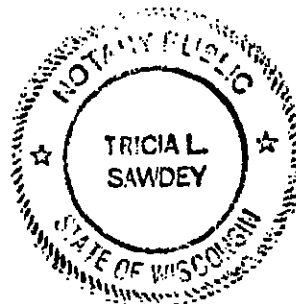
Personally came before me this 19th day of March, 2003, the above named David P. Simon, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Tricia Sawdey

Notary Public, State of Wisconsin

My Commission expires: 11-16-2003

THIS DOCUMENT DRAFTED BY:
Attorney Gregory J. Paradise
MOHS, MACDONALD, WIDDER & PARADISE
20 North Carroll Street
Madison, WI 53703



Document Number

Title of Document

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3615505

12/19/2002 03:09:21PM

Trans. Fee:
Exempt #:

Rec. Fee: 45.00
Pages: 18

003313

GRANDVIEW COMMONS

Declaration of Conditions, Covenants and Restrictions

Part A

PREAMBLE AND ASSOCIATION MATTERS

Declaration made this 19th day of December, 2002, by Great Neighborhoods, Inc., a Wisconsin Corporation (hereinafter "**Developer**").

WHEREAS, Developer is the owner of real property located in Dane County, Wisconsin and further described in Exhibit "A" attached hereto and incorporated herein by reference, and desires to build thereon a planned development with housing units and shared common property (the "**Development**"); and

Record this document with the Register of Deeds

Name and Return Address:

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, WI 53703

See Exhibit "D"
(Parcel Identification Number)

WHEREAS, Developer desires to provide for the maintenance and enhancement of property values, amenities, environment and opportunities 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 Developer desires to subject said real property, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has thought it desirable for 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 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; and

WHEREAS, Developer has incorporated Grandview Commons Homeowners Association, Inc., a non-profit, non-stock corporation, under the laws of the State of Wisconsin (the "**Association**"); and

WHEREAS, Developer intends to proceed with the Development in phases, as further set forth below, with phases subsequent to Phase I, as that term is defined below, being made subject to this Declaration, as the same may be amended from time to time, by separate written instrument executed by the Developer at a later date.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

A-1) Definitions.

A) "Association" shall mean and refer to Grandview Commons Homeowners Association, Inc., and its successors and assigns.

B) "Common Property" shall mean and refer to that land described and/or depicted in Exhibit "B", and any additions thereto designated by the Developer 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. Developer 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) "Developer" shall mean and refer to Great Neighborhoods, Inc., a Wisconsin Corporation, or its successor and assigns.

D) "Property" or "Properties" shall mean and refer to the lands described as Phase 1 in Exhibit "A", now owned by Developer, but which Developer in the future intends to convey to purchasers who shall thereupon become members of the Association. The term "Lot" shall be synonymous with the term Property.

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) Reference to a "Phase," followed by a numeral, shall refer to those Phases described in Exhibit "A," all of which constitute the entire Property. Developer reserves the right to change, without the consent of the Association or any other Owner, Occupant or their mortgagees, the Lots designated in any particular Phase by a written instrument specifically referring to this Declaration and stating the amendment with respect to the definition of any Phase. Non-residential Phases are as identified in said Exhibit "A". This Declaration shall only be effective as to Phase 1 described in Exhibit "A", with the effectiveness as to subsequent Phases being dependant upon Developer recording an amendment hereto making this Declaration applicable to any such Phase.

H) "Book of Regulations" shall mean and refer to the document containing the resolutions setting forth the rules, regulations and policies established and adopted by the Board of Directors as the same may be from time to time adopted, recorded and/or amended.

A-2) Membership and Voting Rights.

A) Members. Prior to the recording hereof, Declarant has incorporated the Association. Each Owner of a Property shall automatically become a member of the Association. By acceptance of the Deed or other instrument of conveyance, the Owner(s) of each Property consent to such Owner's membership in the Association. Membership in the Association is appurtenant to each Property. Each Owner of a Property 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 Occupants shall not be members of the Association. To the extent that Developer owns any property, Developer 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 Property owned except as set forth in 2(B)(2) below.

2) When there is more than one Owner of a Property, said Owners shall only be entitled to one collective vote for each Property. There shall be no fractional votes or voting. When there is more than one Owner of any Property, the vote attributable to such ownership must be cast unanimously by all the Owners of that Property, 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 Property.

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), Developer 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 Developer 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 Developer's option. Prior to said date, Developer shall be solely responsible for payment of all maintenance expenses.

A-3) Common Property.

A) Common Property. The Common Property includes all those areas located in the Subdivision 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 Subdivision.

B) Percentage Interests. Each Owner shall own an undivided percentage interest in the Common Property, appurtenant to each Lot, which interest shall be a percentage

equal to the total square footage of the applicable Lot divided by the total square footage of all Lots in the Subdivision, carried out to four (4) decimal places ("Percentage Interest").

C) Percentage Interest for Condemnation or Insurance Proceeds. For the purposes of establishing an Owner's percentage of insurance proceeds or condemnation awards in the event any portion of the Common Property is completely destroyed or taken by eminent domain and is not reconstructed, each Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the Percentage Interest of such Owner in the Common Property.

D) Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or 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.

E) Ownership.

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

2) At the time of purchase, legal title to a percentage interest in the Common Property shall be conveyed with each Lot to an Owner. 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) Any portion of the Common Property not previously conveyed to Owners shall be conveyed to the Association at such time as seventy-five percent (75%) of the Lots have been conveyed to purchasers. 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.

4) Declarant, the Association and all Owners of a percentage interest in the Common Property hereby waive notice and protest of any tax or assessments levied by the City of Madison against such Owners or any part of the Property attributable to the Common Property in which such Owners, the Association or the Declarant may have an interest.

F) 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

003317

A) Maintenance.

1) 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.

2) The Association shall provide for the care, operation, management, maintenance and repair of the Common Property. Maintenance shall include, but not be limited to, responsibility for landscaping of any special street design features or traffic calming features, including snow shoveling, with particular attention being paid to cross walk ramps and islands. Several streets within the Property will include special traffic islands and traffic calming measures within the public right-of-way. The Association shall be responsible, at the Association's sole cost and expense, for the maintenance and upkeep of such physical traffic measures. Such maintenance and upkeep shall be performed at the discretion of the Association except to the extent required by the City of Madison, and shall include landscaping. If the landscaping is not maintained, the City of Madison will give notice to the Association that it is not being maintained. If the Association does not respond to the notice within sixty (60) days, the physical traffic measures will be topped with an asphalt pavement. The Association and persons involved with the maintenance and upkeep of the special traffic measures shall indemnify and hold harmless the City of Madison 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. The Association shall maintain the Common Property in a good and safe condition, including, without limitation, performing lawn care and snow removal, and assess the cost of maintenance of the Common Property as provided herein. In order to carry out its maintenance obligations, the Association shall 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.

3) 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; improvements to the Common Property; common grounds security lighting; municipal utility services; enforcement of this Declaration (including attorneys' fees) and maintenance and management salaries and wages.

B) Assessments.

1) The Management Company, on behalf of and pursuant to its contract with the Association, shall levy monthly general assessments ("General Assessments") against each Lot for 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 month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear 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. General Assessments shall commence on the first day of the 6th complete calendar month after the sale of a Lot to a third party purchaser who is not the Developer or an affiliate thereof.

2) 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/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/Management Company may determine. Any Special Assessment or installment not paid when due shall bear 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 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 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 Management Company's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association/Management Company securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

C) **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Property shall not release the assessment lien. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment(s) as to payments which become due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or proceedings in lieu thereof shall relieve such Property from liability from any assessments thereafter becoming due or from the lien thereof.

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

Part B
CONDITIONS, COVENANTS AND RESTRICTIONS

003319

B-1) Fully-Protected Residential Area. The following provisions in this Part II shall apply to Phase I, as described in Exhibit "A" and such other Phases as may, in the future, be subjected to this Declaration, as the same may be amended from time to time, by Developer in the sole exercise of Developer's discretion. As used in this Part II, the term "Property," shall mean the Lots described as Phase I in Exhibit "A." The term "Lot" shall refer to a Lot made a part of said Phase I.

B-2) Land Use And Building Type. The Property shall be used for residential purposes, including gardens. 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 pursuant to an amendment to this Declaration to be recorded by Developer for this purpose.

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 in Phase I must meet or exceed the minimum number of points for foundation planting and cumulative total landscaping points, including foundation planting points to be established pursuant to an amendment to this Declaration to be recorded by Developer for this purpose. The structure and the minimum landscaping requirements shall be completed within nine (9) months after issuance of a building permit. All driveways shall be of concrete and shall be installed within nine (9) months after substantial completion of the structure. No outbuilding or accessory building of any nature shall be erected on any Lot. No above-ground swimming pools shall be permitted. All Lot areas not used as a building site, or under cultivation as a family garden, shall be planted with grass seed or shall be sodded, and shall be maintained on a regular seasonal basis, including mowing of a frequency of not less than once every 14 days during the lawn growing season. Maintenance of all improvements on a Lot shall be performed by the Owner. Maintenance shall include, but not be limited to, watering, pruning and routine fertilizing and mulching of all plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

If the Owner of any Lot, after reasonable notice, fails or refuses to install landscaping as described herein, or maintain it as required above, the Committee, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in

accordance with the terms of Part I, paragraph (4), above, which assessment may be foreclosed or collected in accordance with the terms hereof or collected as provided herein.

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

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

B-7) Easements/Drainage. No structure, planting, or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No drainage swale shall be graded or obstructed so as to impede the flow of water from other Lots or outlots through such swale. 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 advise of the City Engineer of the City of Madison. The Association shall establish procedures by which such decisions can be heard by the Board of Directors and decided by said Board.

B-8) 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-9) 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-10) 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 Developer, 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 Developer.

B-11) 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-12) Garage 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-13) 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 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-14) Fences. All fences must be approved by the Committee or its designated approving authority, and shall comply with any requirements for fences set out in the Design Guidelines, as that term is defined in Section C-3, below. The Committee may require the installation and maintenance of landscape materials for screening and aesthetic purposes.

B-15) Outbuildings. No outbuilding or accessory building of any nature shall be erected on any Lot.

B-16) 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.

B-17) Firewood Storage. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed on a non-street side yard and screened from street view by plantings or a fence approved by the Committee.

B-18) 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.

B-19) Lighting. Exterior lighting installed on any Lot shall either by indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots.

B-20) Mailboxes. Mailboxes serving homes in the neighborhood, whether individual or multi-gang shall be as determined and as provided by the Developer at the Developer's sole cost and expense, and shall be replaced if necessary, with a mailbox identical in all respects with that originally provided, at the sole cost and expense of the Owner(s).

B-21) Notices to Owners. The following information is being put of record in order to give record notice to all Owners, mortgagees and other persons and entities having an interest in the Property:

A) Portions of the Property may be within an area subject to elevated ambient highway noise levels on account of the proximity of the Property to adjoining highways and streets.

B) Portions of the Property may be affected by an active quarry operation which is located on certain lands adjoining the Property. Certain portions of the Property are located within 300 feet of the boundary of said quarry operation.

C) Portions of the plat in which the Property is located have been approved for multi-family apartments or condominiums, for commercial-retail and commercial-offices, as more particularly described in the recorded Zoning Text referred to in Section D-5 below. By acceptance of a deed to a Lot, Owners hereby accept such uses and waive any objections to the uses as described in the Zoning Text.

Part C ARCHITECTURAL CONTROL COMMITTEE

C-1) Membership. The Committee is composed of the following persons, who are also the initial Directors of the Association:

David P. Simon	2800 Royal Avenue Madison, Wisconsin 53713
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Jeff N. Simon	2800 Royal Avenue Madison, Wisconsin 53713
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Karen Simon Dreyer	2800 Royal Avenue Madison, Wisconsin 53713
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A majority of the Committee may designate a representative to act for it. The initial designated representative shall be David P. Simon. 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-8, below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

C-2) Architectural Control. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (whether located on a structure or on a Lot), flag pole, wall, landscaping or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete plans, specifications 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 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,

003323

the plans for required landscaping, and the grading plan. A copy of such plan specifications and plot plans as finally approved shall be deposited with the Committee.

C-3) Plan Review. The Committee shall review said plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation. It is contemplated that the Development will be the subject of a comprehensive, written set of design guidelines (the "**Design Guidelines**"). The Design Guidelines shall be available to Owners, builders and others constructing improvements in the Development as an aid to such construction. The Committee shall use the Design Guidelines 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 Design Guidelines, as they shall determine in the sole exercise of their discretion.

C-4) Procedure. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed \$50.00 for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications or any other matters requiring approval have been submitted to it, approval shall not be required and the related covenants shall be deemed to have been complied with fully.

C-5) 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: Grandview Commons Architectural Control Committee, c/o David P. Simon, 2800 Royal Avenue, Madison, Wisconsin 53713.

C-6) 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.

C-7) Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of these Restrictions and Covenants 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-8) Successor to Committee. Developer may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when Developer no longer has any ownership interest in the Property. At such time as Developer turns over 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
GENERAL PROVISIONS

003324

D-1) Term. This Declaration shall run with the Property and Common Property, and shall be binding on Developer and all Members and their successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date recorded, after which time said Declaration shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the Members agreeing to change said Covenants in whole or in part or to terminate the same.

D-2) Enforcement. The Architectural 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.

D-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 affect.

D-4) Amendment. At any time until Developer conveys all of the Lots which comprise the entire Property, including all Phases, or turns control of the Association over to its Members, whichever occurs first, Developer may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant or any other party, including the Association. In addition, Developer may elect to make this Declaration applicable to any subsequent Phase of the Development, without the consent or approval of the Association, its Board of Directors or any of its Members or their Mortgagees or any Owner or Occupant, except that no such Amendment may increase the percentage share of a Member's assessment under Paragraph A-4, above.

D-5) Zoning Text. This Declaration is intended to supplement that certain Zoning Text for Grandview Commons dated November 5, 2002, recorded on November 13, 2002, as Document No. 3589157, at pages 2894 to 3117. In the event of a conflict between the provisions hereof and the provisions of the Zoning Text, the provisions of the Zoning Text, limited to the pages enumerated above, if any shall control. Notwithstanding the foregoing, the Zoning Text shall be subject to the terms of paragraph D-4, above.

Part E
SIDEYARD RESTRICTIONS

E-1) Applicability. The provisions of this Part E shall be applicable to those Lots described in Exhibit "E," attached hereto and incorporated herein by reference (the "**Affected Lots**"). Developer reserves the right to amend the description of the Affected Lots at any time hereunder so long as amendment is permitted under Section D-4 above, to the same extent as permitted therein.

E-2) Sideyard Restriction. As shown in the Grandview Commons Plat, the Affected Lots are contiguous to each other. It is Developer's intent to construct houses on the Affected Lots that have a sideyard of seven (7) feet on one side and a sideyard of three (3) feet on the other side. There will therefore be a total of ten (10) feet between houses on contiguous lots. Any such lot which has a seven (7) foot sideyard contiguous to another lot with a three foot (3) foot sideyard, shall be herein referred to as the "**Dominant Estate.**" Any such lot that has a three (3) foot sideyard that is contiguous a seven (7) foot sideyard, shall be herein referred to as the "**Servient Estate.**" The following terms and provisions shall apply to the Dominant Estate and the Servient Estate:

A) The Owner of the Servient Estate hereby grants to the Owner of the Dominant Estate, a perpetual, non-exclusive easement for the use and maintenance of the three (3) foot sideyard located on the Servient Estate (the "**Easement Area.**") The Owner of the Dominant Estate shall be responsible for all maintenance, as that term is defined in Section A-3(A), above, to the Easement Area, but shall have no responsibility for maintenance to any structure located on the Servient Estate. Notwithstanding the foregoing, the Owner of the Servient Estate shall at all times have access to the Easement Area for any lawful purpose associated with use, maintenance or operation of the home to be located on the Servient Estate. The Owner of the Servient Estate shall be responsible for payment of all real estate taxes relating to the Easement Area and shall maintain public liability insurance on the Easement Area.

B) This easement shall be perpetual, non-exclusive and shall be deemed to run with the land. This easement shall be binding upon the Owners of the Servient Estate and the Owners of the Dominant Estate, and their respective heirs, successors and assigns. Neither the Owner of the Servient Estate or the Dominant Estate shall take any action which would impede the use and enjoyment of the Servient Estate or the Dominant Estate, as the case may be, or of the easement created herein.

IN WITNESS WHEREOF, the said Great Neighborhoods, Inc., a Wisconsin Corporation, has caused these presents to be signed and sealed this 17th day of December, 2002.

GREAT NEIGHBORHOODS, INC., a
Wisconsin Corporation

By: David P. Simon

Print Name: David P. Simon

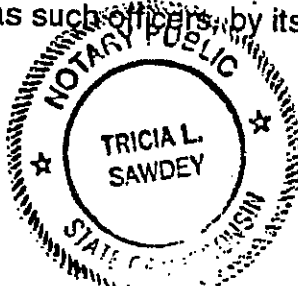
Print Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF DANE) ss

003326

Personally came before me this 19th day of December, 2002, David P. Simon
the President of Great Neighborhoods, Inc., a Wisconsin Corporation, 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.



Tricia Sawdey
Notary Public Dane County, Wisconsin
My Commission Expires: 11-16-2003

THIS DOCUMENT SHOULD BE RETURNED TO: and drafted by:
Attorney Gregory J. Paradise
MOHS, MACDONALD, WIDDER & PARADISE
20 North Carroll Street
Madison, WI 53703

Inclusionary Zoning Application Form

PART 1 – DEVELOPMENT INFORMATION:

Project or Plat Second Addition to Grandview Commons

Project Address: 5901 Milwaukee Street **Project Area (in acres):** 69.2

Developer: See Attached **Representative:** See Attached

Street Address: _____ City/State: _____ Zip: _____

Telephone: () _____ Fax: () _____ Email: _____

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

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

Telephone: (608) 255-3988 Fax: (608) 255-0814 Email: bmunson@vandewalle.com

PART 2 – PROJECT CONTENTS:

Complete the following table as it pertains to this project:

Residential Use	MARKET-RATE UNITS		INCLUSIONARY UNITS		Total Units	Acres
	Owner-Occupied Units	Renter-Occupied Units	Owner-Occupied Units	Renter-Occupied Units		
Single-Family	179		28		207	27.9
Duplexes	13		6		22	1.9
Multi-Family	TBD		TBD	TBD	123	6.4
TOTAL	TBD		TBD	TBD	352	36.2

PART 3 – AFFORDABLE HOUSING DATA: See Attached

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

PART 4 – DWELLING UNIT COMPARISON: See Attached

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:										
Minimum Floor Area:										
Rental Units With:										
Minimum Floor Area:										

CONTINUE →

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

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

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

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

PART 7 – APPLICANT'S DECLARATION:

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

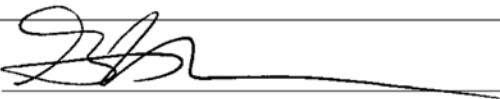
Standards for Inclusionary Dwelling Units (IDUs)	Will Comply	Will not comply	Additional comments
Exterior Appearance of IDUs are similar to Market rate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Proportion of attached and detached IDU units is similar to Market rate.	<input checked=""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

CONTINUE →

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

<ul style="list-style-type: none"> The applicant discussed this development proposal with representatives from the Planning Unit, Zoning Administrator and Community Development Block Grant Office on: → The applicant presented a preliminary development plan for this project to the Interdepartmental Review Staff Team on: → The applicant notified Alderperson <u>C. name</u> of District <u>9</u> of this development proposal in writing on: → The applicant also notified <u>John Touhy</u> of the <u>MCCORMICK PARK</u> neighborhood in writing on: → 	November 15, 2005 December 15, 2005 November 29, 2005 November 23, 2005
<ul style="list-style-type: none"> 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



Date

February 14, 2006

Printed Name

Brian Munson

Phone

() 255-3988

Effective September 1, 2004

Second Addition to Grandview Commons

IZ Plan Addendum

Part 3- Affordable Housing Data:

Owner Occupied Units	30%	40%	50%	60%	70%	80%	Total
<u>Single Family</u>							
Number at Percent of AMI					7	21	28
Anticipated Sales Price					TBD	TBD	TBD
<u>Twin Homes (Alley)</u>							
Number at Percent of AMI					2	0	2
Anticipated Sales Price					TBD	TBD	TBD
<u>Stacked Flats</u>							
Number at Percent of AMI					2	2	4
Anticipated Sales Price					TBD	TBD	TBD
<u>Four Unit</u>							
Number at Percent of AMI					3	0	3
Anticipated Sales Price					TBD	TBD	TBD
<u>Townhomes</u>							
Number at Percent of AMI			TBD	TBD	TBD	TBD	TBD
Anticipated Sales Price			TBD	TBD	TBD	TBD	TBD
<u>Multi-Family</u>							
Number at Percent of AMI			TBD	TBD	TBD	TBD	TBD
Anticipated Sales Price			TBD	TBD	TBD	TBD	TBD

Rental Units	30%	40%	50%	60%	70%	80%	Total
<u>Single Family</u>							
Number at Percent of AMI							0
Anticipated Sales Price							
<u>Twin Homes (Alley)</u>							
Number at Percent of AMI							0
Anticipated Sales Price							
<u>Stacked Flats</u>							
Number at Percent of AMI							0
Anticipated Sales Price							
<u>Four Unit</u>							
Number at Percent of AMI							0
Anticipated Sales Price							
<u>Townhomes</u>							
Number at Percent of AMI	TBD	TBD	TBD	TBD			TBD
Anticipated Sales Price	TBD	TBD	TBD	TBD			TBD
<u>Multi-Family</u>							
Number at Percent of AMI	TBD	TBD	TBD	TBD			TBD
Anticipated Sales Price	TBD	TBD	TBD	TBD			TBD

Second Addition to Grandview Commons

IZ Plan Addendum

Part 4-Dwelling Unit Comparison

	Market Rate					Inclusionary Units				
	Studio/ Effcy	1 BDRM	2 BDRM	3 BDRM	4/More BDRM	Studio/ Effcy	1 BDRM	2 BDRM	3 BDRM	4/More BDRM
Owner Occupied Units										
<u>Single Family</u>										
Number of Units				63	117				11	17
Minimum Floor Area				1,150	1,270				1,150	1,270
<u>Twin Homes (Alley)</u>										
Number of Units				6	8				0	2
Minimum Floor Area				1,150	1,270				1,150	1,270
<u>Stacked Flats</u>										
Number of Units				1	1				2	2
Minimum Floor Area				1,150	1,270				1,150	1,270
<u>Four Unit</u>										
Number of Units				7	10				0	3
Minimum Floor Area				1,150	1,270				1,150	1,270
<u>Townhomes</u>										
Number of Units	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Minimum Floor Area	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<u>Multi-Family</u>										
Number of Units	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Minimum Floor Area	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

	Market Rate					Inclusionary Units				
	Studio/ Effcy	1 BDRM	2 BDRM	3 BDRM	4/More BDRM	Studio/ Effcy	1 BDRM	2 BDRM	3 BDRM	4/More BDRM
Rental Units										
<u>Single Family</u>										
Number of Units										
Minimum Floor Area										
<u>Twin Homes (Alley)</u>										
Number of Units										
Minimum Floor Area										
<u>Stacked Flats</u>										
Number of Units										
Minimum Floor Area										
<u>Four Unit</u>										
Number of Units										
Minimum Floor Area										
<u>Townhomes</u>										
Number of Units	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Minimum Floor Area	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<u>Multi-Family</u>										
Number of Units	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Minimum Floor Area	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Note: The Townhome and Multi-Family may be either rental or owner occupied units. These districts will require future rezoning applications or SIP submittals prior to issuance of building permits, at which time the determination of AMI %, bedroom count, and cost for each building will be set. An Inclusionary Zoning Plan will be submitted in compliance with the Inclusionary Zoning Ordinance in effect at the time of submittal.

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