

Inclusionary Dwelling Unit Plan

Hawks Meadow

Presented by:
T R McKenzie, Inc

March 8th, 2005

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Hawks Meadow

March 7th, 2005

Hawks Meadow is a proposed single family development located at the south east corner of Woods Road and Midtown Road. The land is owned by Tim McKenzie and Jim Weber. There will be 33 single family lots on the 9 acre site. Five of the 33 lots will be designated as IZ lots to comply with the Inclusionary Zoning ordinance.

The owners intend to sell improved lots to builders. Enclosed is a preliminary draft of the deed restrictions and design guidelines. The owners will network with non-profits to notify them of the availability of the IZ lots and builders will be offered these lots at reduced prices. The owners would like to have lots improved in late summer of 2005. Lots identified as IZ will have the attached Land Use Restriction.

DRAFT
3/9/05

Declaration of Conditions, Covenants, Restrictions, and Easements For

Hawks Meadow

City of Madison, Dane County, Wisconsin

WHEREAS, Timothy McKenzie and James Weber, the owners of the plat of Hawks Meadow in the City of Madison, Dane County, Wisconsin, and recorded as Document No. _____, Dane County Registry, desires to control purposes for which the land in said plat is used as well as obligating the owners of said land to be bound by certain conditions, restrictions, reservations, and easements for the benefit of said property as a whole and for the benefit of each owner of any part thereof;

NOW THEREFORE, T R McKenzie, Inc., Registered Agent of owners, hereby declares and provides that owners of Lots 1 through 33, inclusive, Hawks Meadow Plat, in the City of Madison, Dane County, Wisconsin, are hereby subject to the following restrictions, covenants, conditions, and easements.

All lots shall be utilized exclusively for single family structures. Any structure erected, altered, placed or permitted to remain on any lot or part thereof shall be subject to the following conditions, covenants, and restrictions:

1. Minimum Square Footage. Structures on Lots 1-24, inclusive, shall be zoned R2T and shall not have less than 1300 square feet for a single story. Two story houses shall have not less than a total of 1600 square feet in the total finished area. Split level or raised ranch houses shall have not less than 1300 square feet on the main floor area.

Lots 25-33, inclusive, shall be zoned R1 and have structures of not less than 1500 square feet for a single story. Two story houses shall have not less than a total of 1700 square feet in the total finished area. Split level or raised ranch houses shall have not less than 1500 square feet on the main floor area.

For the purpose of determining floor area, stair openings shall be included but open or screened porches, attached garages and basements, even if finished off for recreational use shall be excluded.

These minimum square footage requirements may be waived by approving authority, T R McKenzie, Inc., or its designated approving authority, in the event the proposed architecture of the house is such as to present a pleasing appearance compatible with other houses in the development.

2. Garages. Single family structures shall have not less than two (2) automobile garage stalls which shall be located within an attached or basement garage.

3. Driveways. All driveways shall be poured concrete and are to be completed within six (6) months from the date of issuance of Building Permit.
4. Roof. The roof pitch must be a minimum of 6/12. Architectural shingles are required.
5. Exterior siding. Exterior finishes which use siding shall have a minimum of 1 x 8 fascia. Texture 111 (one eleven) shall not be permitted for exterior finish.
6. Fences. No fences over four (4') feet in height from ground to uppermost part of fence shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas) unless such fences are approved by T.R. McKenzie, Inc. or its designated approving authority.
7. Posts. Wooden mail box and newspaper posts are required. No metal mail box or newspaper posts are allowed.
8. Minimum Front/Side/Rear Yard. There are two (2) types of zoning classification in the plat, R2T and R1. The setbacks in this plat shall comply with City of Madison Zoning Ordinance.
9. Lawn Cover. All front and side yards except trees, shrub and flower bed areas shall be sodded and all rear yards except tree, shrub, and flower bed areas shall be seeded or sodded except that the owner(s) of any lot may have a family fruit and/or vegetable garden within the rear yard provided that the same does not exceed 5% of the total lot size and same is maintained in a clean and orderly condition. No natural or prairie lawns shall be permitted. The owner shall be responsible for maintaining the entire lot in a neat appearance.
10. Landscaping. Minimum tree and shrub landscaping shall not be less than one (1) conifer of not less than four (4) feet in height together with not less than one (1) shade tree of not less than two and one-half (2 ½) inch diameter (trunk size) together with not less than six (6) foundation plantings consisting of twelve (12) inch to eighteen (18) inch diameter (deciduous) and/or two (2) to three (3) feet in height (conifer) shrubs. (All sizes minimum allowable size.) Landscaping shall be completed within nine (9) months from the date of the issuance of building permit. In addition, Lots 7-12, inclusive, are required to install the landscaping exactly as shown on the attached plan. Plantings to be installed in the landscape buffer area at lot buyer's expense at the same time as the rest of the landscaping.
11. McKenzie / Weber shall take care of initial seeding, sodding, lighting and landscaping of walkways set forth in the plat with the City of Madison assuming maintenance thereafter. No owners shall be permitted to plant shrubbery or trees within three (3') feet of walkways.

12. Sidewalks. It is the responsibility of the abutting lot owner to maintain the public walks on public streets so they are always in a safe and travelable condition.

13. Street Trees. Street trees will be planted by the City and specially assessed to adjoining lot owner.

14. Parking. Parking shall be prohibited on any portion of the lot except the driveway and garage. Parking of service vehicles owned or operated by residents of the home shall be prohibited unless such vehicles are kept in the garage. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles shall be prohibited unless kept in the garage. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading.

15. Domestic Animals. Only two (2) domestic animals may be kept on any of the premises and must be housed within the principle structure. Commercial animal boarding, kenneling, or treatment is expressly prohibited, whether for fee or not.

16. Swimming Pools. No above ground swimming pools shall be permitted.

17. Accessory Uses. Accessory use of interior space is permitted within the principle structure when such accessory use is in compliance with local ordinances and is conducted without disturbance or nuisance to adjoining premises.

18. Professional or Business Office. A single family structure may be used for a professional or business office when such office is incidental to the principle use as a single family residence, less than three hundred (300) gross square feet in area used, the business is conducted without an identification sign or label displayed on the premises, and without any outside employees.

19. Prefabricated Buildings. No building previously erected elsewhere shall be moved upon any lot in said plat, excepting new prefabricated construction which has been approved by T R McKenzie, Inc., or its designated approving authority as hereinafter set forth.

20. Earth Shelter. No earth shelter residence or Berm residence shall be allowed in the plat.

21. Accessory Buildings. Accessory buildings are expressly prohibited except where approved by T R McKenzie, Inc. or its designated approving authority.

22. Temporary Structures. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be used as a dwelling.

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23. Plan Approvals. No building shall be erected or placed on any parcel in this plat until the plans, specifications, plot plan, minimum landscaping requirements and elevations showing the location of such building have been approved in writing by T R McKenzie, Inc. or its agent appointed in writing for such purpose.

A plot plan and soil erosion control plan must be submitted showing water direction flow arrows indicating the elevation of the house relative to the street elevation. Approval shall not be granted unless the finish grade is compatible to the finished grade of adjacent lots, if such lots have previously been approved, or unless such grade is compatible to what T R McKenzie, Inc. or its designated approving authority deems to be the reasonably desirably grade level for the lot in question. T R McKenzie or its designated approving authority shall maintain a copy of all approved plot plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow T R McKenzie or its designated approving authority, or either of the adjacent neighbors, a cause of action against the person violating such grad plan. Failure to secure approval shall constitute grounds for forfeiture of title.

23. Repetitive Plans. T R McKenzie, Inc. or its designated approving authority may not approve plans with repeating floor plans and/or exteriors on side by side or facing lots. Repetitive plans must be scattered throughout the plat to avoid similarity of design in any one area.

24. Drainage Swale. No owner of any lot shall grade or obstruct any drainage swale which is in existence at the time of development so as to impede the flow of drainage water from other lots across such swale.

25. Utility Easements. The elevation of the utility easements may not be changed in excess of six (6'') inches without the permission of the utility companies and owner of property shall be responsible for any damage caused to underground utilities based on any changes in grade by more than six (6'') inches.

26. Completion Time. All homes must be completed (in such a condition to have a certificate of occupancy issued) within six (6) months from the date of issuance of the building permit.

27. Term. This declaration shall run with the land and shall be binding upon all owners of property covered by this document for a period of thirty (30) years from the date this document is recorded, after which time it shall automatically stand renewed for successive ten (10) year periods unless an instrument terminating or changing such covenants in whole or in part is signed by the owners of at least fifty percent (50%) of the local assessed valuation of all lots subject to this document and also approved by the City of Madison.

28. Enforcement. T.R. McKenzie, Inc. or its subsequent approving authority, or any owner shall have the right to enforce by any proceeding at law or in equity all conditions, covenants, restrictions and easements created or imposed herein, against any person or persons violating or attempting to violate any covenant, by an action or either restrain violation or to recover damages, or both, including reasonable attorney fees. Failure to enforce any condition, covenant, restriction or easement herein shall in no event be deemed a waiver of right to do so thereafter.

29. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Tim McKenzie and James Weber have hereunto set their hand and seal this _____ day of _____, _____.

(SEAL)

By: Tim McKenzie

(SEAL)

By: James Weber

Signatures of Tim McKenzie and James Weber, authenticated this _____ day of

_____, _____.

Notary Public, Dane County, Wisconsin

My Commission Expires: _____

Land Use Restriction - Inclusionary Zoning

Re: Hawks Meadow

WHEREAS, pursuant to Madison General Ordinance 28.04(25), the developer is obligated to restrict certain lots within the Subdivision as set forth in this Land Use Restriction Agreement in order to meet the inclusionary zoning requirements of the City of Madison.

NOW, THEREFORE, Developer does hereby declare and impose upon the Property described herein, the following restrictions and covenants.

1) Property Subject to Restriction. The real property subject to this Restriction is legally described in Exhibit "A", attached hereto and incorporated herein by reference. Reference herein to a "Lot" or "Lots", shall mean and refer to the real property described in Exhibit "A", including any improvements located thereon, either now or at any time in the future.

2) Applicability of Restriction. As used herein, the term "Owner" shall mean any person or persons, if more than one, who owns a Lot described herein, in fee, or as a vendee under a land contract, and occupies or intends to occupy the same, and the Owner's lawful heirs, successors and assigns. The term "Owner" shall not include the Developer. This Restriction shall be binding upon each Owner of a Lot, and shall be deemed to run with each Lot, as both a benefit and burden, for the entire term of this Restriction.

~~heirs, successors and assigns. The term "Owner" shall not include the Developer. This Restriction shall be binding upon each Owner of a Lot, and shall be deemed to run with each Lot, as both a benefit and burden, for the entire term of this Restriction.~~

3) Option to Purchase.

A) The terms of this paragraph (3) shall not be applicable to the Initial Sale of a Lot by Developer. The term "Initial Sale," shall have the meaning set forth in paragraph (4), below.

B) Pursuant to Section 28.04(25)(c)(7) of the Ordinance, the City of Madison (the "City," which term shall include any lawful assignee of City) is hereby granted the exclusive option to purchase (the "Option") a Lot, and all improvements located thereon, after the Initial Sale. The City may assign this Option to the Community Development Authority of the City of Madison, or a designated non-profit organization, by written assignment which shall be recorded in the Office of the Dane County, Wisconsin, Register of Deeds.

C) If an Owner desires to sell a Lot, the Owner shall notify the City in writing of the Owner's intent to sell (the "Owner's Notice"). The City shall have thirty (30) days from the date of the Owner's Notice to exercise the Option. If the City exercises the Option, the City shall have ninety (90) days from the date of the Owner's Notice to close the purchase of the Lot. If the City shall fail to exercise the Option, or shall not purchase the Lot within the ninety (90) day time period, the Option shall expire, unless Owner has not sold the Lot within one (1) year from the date of the Owner's Notice. In such event, the Option shall not be deemed to have expired and shall remain in full force and effect. The City shall exercise the Option by written notice to the Owner, at the address specified in the Owner's Notice, or if none, in accordance with paragraph (3)(F), below.

~~D) Should the City exercise this Option and close on the Lot, the purchase~~
price shall be the assessed value of the Lot at the time the City receives the Owner's Notice. Conveyance of the Lot shall be by warranty deed, with all closing costs, transfer fees and other charges relating to the sale and conveyance of the Lot paid by the Owner and the City, as seller and buyer, in accordance with such normal and customary real estate industry practices in existence in the Dane County, Wisconsin area at the time of sale.

E) The Owner's Notice shall be sufficient if it contains the name of the Owner, the address of the Lot, a general description of the improvements to be sold and the Owner's calculation of the Purchase Price.

F) Any notices by an Owner or by the City hereunder shall be deemed given when sent (i) U.S. mails, registered or certified, return receipt requested, postage prepaid; (ii) via hand delivery; or (iii) via overnight mail, by a recognized national overnight courier delivery service, delivery fee prepaid or arrangements for payment satisfactory to the courier made by the sender. Unless otherwise provided herein, notice to the Owner shall be given at the address recorded on the most current real estate tax roll. Notices to the City shall be given at the following address:

[Insert City Address for Notice Purposes]

Either Owner or City may specify a different address for notice purposes by written notice given in accordance with this paragraph.

4) **Income Restriction on Sale.** Conveyances of Lots to an Owner who wants to occupy the improvements located or to be located on the Lot shall be herein referred to as an "Initial Sale." The term "Initial Sale" shall not include the sale of a Lot by Developer to a third party (such as a builder), which third party intends to construct improvements on the lot for sale to an Owner (a "Contractor Sale"). In such case, the sale from the third party to the

~~Owner shall be deemed the Initial Sale. The Contractor Sale is not an Initial Sale hereunder~~
and is not subject to this Restriction or any limitations created herein or under the Ordinance. Developer agrees that an Initial Sale of a Lot shall be limited to Owners having an annual income of up to eighty (80%) percent of the Area Median Income ("AMI"), as that term is defined in Section 28.04(25)(b) of the Ordinance. Developer shall be entitled to rely on the written representations of an Owner with respect to the Owner's AMI. The foregoing income restrictions are subject to the terms of paragraph (6), below.

5) Initial Sales Price. Developer agrees price of a Lot at the time of an Initial Sale shall comply with the provisions of Section 28.04(25)(e)(2) of the Ordinance. The interest rate to be used for establishing the Initial Sale price under said section shall be _____ (___%) percent for the period of time from the date hereof to _____, 20___ and thereafter, shall be the interest rate as established by the City's Department of Planning and Development as of the date on which the building permit for the Lot is issued or the date on which a third party offer to purchase (an "Offer") for an Initial Sale is accepted for the Lot, whichever occurs first. All terms of Sections 28.04(25)(e)(2) and (3) are hereby incorporated by reference.

6) Failure to Sell. If there is no accepted Offer for a Lot after the Lot has been marketed for one hundred twenty (120) days, Developer may market the Lot to Owners with an AMI that is at or below the next greater ten (10%) percent increment of AMI applicable to the Lot under this Restriction. For each additional consecutive one hundred twenty (120) day period without an accepted Offer, the Lot may be offered to an Owner with an AMI that is at or below an additional ten (10%) percent ^{INCREASE} ~~decrease~~ in the AMI increment. Developer shall provide the City with verification of the date on which marketing of the unit commences within ten (10) days of the beginning of the marketing. Developer shall also provide to the City the

~~sale price of the Lot and shall notify the City when the Initial Sale of the Lot occurs. If~~

Developer has provided notice of marketing as required herein and has extended the marketing period for two (2) additional one hundred twenty (120) day time periods, Developer

may rent or sell the Lot at a market purchase price. Notice to the City shall be given in

accordance with the provisions of paragraph (3)(E) above. *AND the LOT is RELEASED FROM the ORDINARY*

7) **Standards.**

A) As used herein, the term "Inclusionary Dwelling Unit" shall have the meaning set forth in Section 28.04(25)(b) of the Ordinance.

B) The size of an Inclusionary Dwelling Unit constructed on a Lot may be different than the size of market rate dwelling units constructed on other lots in the Subdivision, except that the size of the Inclusionary Dwelling Unit to be constructed on a Lot shall not be less than nine hundred fifty (950) square feet.

C) The exterior appearance of any Inclusionary Dwelling Unit to be constructed on a Lot shall be similar in general style to the exterior appearance of market rate dwelling units.

D) Prior to the issuance of a building permit to construct improvements on a Lot, the director of the Department of Planning and Development for the City shall state in writing that the standards set forth in this paragraph (7) have been met.

8) **Distribution of Proceeds from Subsequent Sales.**

A) After the Initial Sale, the proceeds from subsequent sales (a "Subsequent Sale") accruing to an Owner shall be equal to that amount which represents the Owner's paid equity, plus the Owner's Market Equity, plus any applicable Improvement Equity, as those terms are defined in Section 28.04(25)(b) of the Ordinance.

B) An Owner's Market Equity is a percentage of the total market equity. That percentage is dependent upon the length of the Owner's ownership. No market equity is available to the Owner until the last day of the second calendar year after the date of the Initial Sale. The percentage of Market Equity available to an Owner increases at the end of each subsequent calendar year as follows:

<u>Length of Ownership</u>	<u>Owner's Market Equity</u>
Less Than 1 Year	0%
1 Year	0%
2 Years	5%
3 Years	10%
4 Years	15%
5 Years	20%
6 Years	25%
7 Years	30%
8 Years	35%
9 Years	40%
10 Years	45%
11 Years	50%
12 Years	45%
13 Years	40%
14 Years	35%
15 Years	30%
16 Years	25%
17 Years	20%
18 Years	15%
All Following Years	15%

C) Owner's Improvement Equity is the total Improvement Equity adjusted for the age of the improvement. The age adjustment shall be calculated using the depreciation schedules in the Internal Revenue Code as may be amended from time-to-time.

D) Any proceeds of a sale after the Initial Sale that are remaining after the Owner's share is allocated to the Owner shall be deposited in the Affordable Housing Trust Fund or another fund designated by the Common Council.

E) Each Owner agrees to notify the Director of the Department of Planning and Development of the City before significant improvements are made to an Inclusionary Dwelling Unit. The Owner cannot offer the Inclusionary Dwelling Unit for sale at a price below the assessed value unless approved by the Director of the Department of Planning and

Development. The Director of the Department of Planning and Development shall be notified before an Inclusionary Dwelling Unit is refinanced.

F) No Owner shall rent an Inclusionary Dwelling Unit constructed as owner-occupied for more than a total of twelve (12) months in any seven (7) year period of ownership by said Owner. Notice to the City Department of Planning and Development shall be given prior to renting any such dwelling unit for any period of time. The Inclusionary Dwelling Unit shall be rented to an income eligible family with an annual income at or below the AMI level of the Owner at the time of the Owner's purchase, with the exception of the City of Madison Community Development Authority.

G) In the event of a foreclosure of a Lot by a mortgagee of said Lot, this restriction shall no longer be applicable to said Lot or any subsequent sale of said Lot by said mortgagee. The use of the phrase mortgage foreclosure includes both a mortgage foreclosure action brought in circuit court and the acceptance by the mortgagee of a deed in lieu of foreclosure. In either case, this Restriction shall be terminated by a foreclosing mortgagee upon written notice to the City given in accordance with the provisions of paragraph (3)(E), above, and the recording of such notice in the office of the Dane County, Wisconsin Register of Deeds.

9) **Benefited Parties.** This Restriction is intended to benefit the City of Madison and Developer. The City Department of Planning and Development is designated as the enforcement agency for the City. This Restriction is not intended to benefit any other person or entity. Enforcement of the terms, covenants and conditions of this Restriction is limited strictly to the City and Developer. This Restriction is not intended to create any rights or cause of action against Developer or City by the general public or any other person or entity.

10) **Termination.** Unless terminated sooner pursuant to the terms hereof, or by action of the City specifically referencing this Restriction, or unless terminated by the terms of the Ordinance or any subsequent law, rule regulation or ordinance, this Restriction shall terminate as to each Lot on the expiration of _____ (____) years after the date of the Initial Sale.

11) **Resolution of Conflicts.** In the event of any conflict between the terms, covenants and conditions contained in this Restriction, and the terms of the Ordinance, the terms of the Ordinance shall control.

12) **Miscellaneous.** This Restriction shall be governed by and construed in accordance with the laws of the State of Wisconsin. In the event any part of this Restriction is held illegal or unenforceable by a court of competent jurisdiction, said part shall be severed from the remainder and the remainder shall be fully enforced in accordance with all applicable laws, rules and regulations. This Restriction is binding upon and accrues to the benefit of the Developer, and the Developer's successors and assigns.

Dated as of the _____ day of _____, 2004

* DEVELOPER *

~~GORMAN & COMPANY, INC., A Wisconsin Corporation~~

Tim McKenzie And Jim Weber

By: _____

Print Name: _____

Print Title: _____

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

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Personally came before me this ____ day of _____, 2004, the above
named _____, 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:

CONSENT OF CITY OF MADISON

The City of Madison by its Department of Planning and Development has reviewed the foregoing Restriction and approves of the same as being in compliance with the City of Madison's Inclusionary Zoning Ordinance.

Dated this ____ day of _____, 200~~4~~⁵

**CITY OF MADISON
DEPARTMENT OF PLANNING AND
DEVELOPMENT**

By: _____
Print Name: _____
Print Title: _____

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me this ____ day of _____, 200~~4~~⁵, the above named _____, 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: _____

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

EXHIBIT “A”

Legal Description of Inclusionary Zoning Lots

Lots: 3, 9, 12, 24, and 33
Plat of Hawks Meadow
Dane County, Wisconsin



INCLUSIONARY DWELLING UNIT PLAN APPLICATION

Effective February 16, 2004, any new development plan for which a zoning map amendment is required or preliminary plat that proposes **ten (10) or more dwelling units** is required under Section 28.04 (25) of the Zoning Ordinance to provide no less than **15 percent of the units in the project as affordable** as defined in the above mentioned section.

The following application form provides detailed information and checklists regarding the submittals required to accompany your review, and the development approval process. The application materials are to be attached to any ZONING APPLICATION or SUBDIVISION APPLICATION for any project that is required to comply with the City's Inclusionary Zoning Ordinance.

If you have any questions about the *submittal requirements, application form or development approval process, or when you wish to schedule a required pre-application meeting (see below)*, please contact the Planning Unit at (608) 266-4635.

If you have questions about the *Inclusionary Zoning program itself, including questions about project financing, requests for waivers and post-approval compliance with the inclusionary zoning ordinance*, please contact the Community Development Block Grant (CDBG) Office at (608) 267-0740.

For your convenience, this form may be completed online at www.cityofmadison.com.

Prior to Submittal of an Application

The applicant is **required** under the Inclusionary Zoning Program Policy and Protocols to meet twice with City staff prior to submitting an application for a project that includes inclusionary dwelling units. The first meeting is scheduled with staff from the Planning Unit, Zoning Administrator and Community Development Block Grant Office (CDBG) to discuss the proposed development and acquaint the applicant with the Inclusionary Zoning process. The second meeting is a discussion of the proposed project plan and draft Inclusionary Dwelling Unit Plan with the Interdepartmental Review Staff Team. Additional inclusionary zoning information, including a schedule of meeting dates and required meeting materials (if any), is available online at www.cityofmadison.com/cdbg/iz.

Contents of the Inclusionary Dwelling Unit Plan (IDUP)

As part of any application for the approval of an Inclusionary Dwelling Unit Plan, the developer will provide the following materials. This list is intended to describe those components essential to an Inclusionary Dwelling Unit Plan, which would be submitted to accompany the Zoning or Subdivision Application. It should also be noted that depending on the type of development approval being requested, the level of detail for each of the items below might vary. For example, when the application submitted involves a preliminary plat or conventional zoning map amendments, the applicant will likely have insufficient information to fully comply with the submittal requirements related to the location, character and size of the proposed dwelling units at the time the project is granted land use approvals. In these cases, the inclusionary zoning requirements will require compliance by recording deed restrictions against the individual lots created through the subdivision (platting) process. The deed restrictions shall require compliance with the inclusionary zoning ordinance prior to the issuance of building permits. This procedure will be applied to any lot created through the subdivision and zoning process for which detailed building and Inclusionary Dwelling Unit Plans are not yet available.

Information required for a **complete** Inclusionary Dwelling Unit Plan will include the following items:

- **This form completed as it pertains to the developer's project, including:**
 1. The total number of inclusionary and market-rate dwelling units that will be constructed; and of that total, the number of rental inclusionary dwelling units and the number of owner-occupied inclusionary dwelling units.
 2. The breakdown of unit size by number of bedrooms.
 3. The projected sales and rental prices for the inclusionary dwelling units. (Note: the applicant/developer will need to indicate the target AMI level at the time of application in order to seek a range of appropriate incentives, but the specific sale prices won't be determined until the bedroom size is determined).

4. The incentives sought from the City for the construction of the inclusionary dwelling units. Additional information regarding the requested incentives may be provided in the written narrative.
- **A project narrative (if not included as part of a Zoning Application) that includes:**
 5. A statement describing the general character of the intended development.
 6. An identification of the current owner, the proposed developer, and any entity that has an option to purchase or contractual interest in the property that is the subject of the application. The application shall include an identification of all individuals and companies and proportionate share of interests in all corporations including, but not limited to, limited liability corporations, limited liability partnerships, etc. in a form acceptable to the Director of the Department of Planning and Development.
 7. A construction schedule indicating the approximate dates when construction of the project and each of its phases can be expected to begin and be completed, and within each phase the schedule for completion of the inclusionary dwelling units.
- **Plans, drawn to scale that include:**
 8. A plan of the proposed project showing sufficient detail to make possible the evaluation of the approval criteria.
 9. The arrangement of buildings and their architectural character if not provided elsewhere in the submittal.
 10. The location and distribution of the inclusionary dwelling units throughout the development. The Inclusionary Dwelling Unit Plan shall designate the specific lots that are designated as the inclusionary dwelling unit lots. The developer may work with the Community Development Block Grant Office and Planning Unit to locate the inclusionary zoning lots in subsequent phases.
- **In addition, the submittal shall include:**
 11. A general outline of the intended organizational structure, agreements, bylaws, provisions, deed restrictions or covenants for any proposed property owners', condominium or homeowners association, or any private provision for common services, areas or other facilities, and the continued protection of the development.

Approval and Recording of the Inclusionary Dwelling Unit Plan

Following pre-application meetings and the submittal of a completed application package, the application will be circulated to several City agencies, including staff from the Community Development Block Grant Office, who will review the Inclusionary Dwelling Unit Plan for compliance with the requirements of the Inclusionary Zoning program. Comments and recommendations on the IDUP will be incorporated into a report that discusses the merits of the overall project containing the inclusionary dwelling units. The report will also include any proposed conditions of approval and will be provided to the applicant one week prior to the scheduled Plan Commission meeting date.

The Plan Commission will review the Inclusionary Dwelling Unit Plan and other related materials at a duly noticed Plan Commission meeting and make its recommendations to the Common Council for approval by ordinance. The approval by the Plan Commission and Common Council will generally include conditions of approval that must be met prior to the final sign-off by City agencies. The conditions of approval attached to the project by the Plan Commission and Common Council shall be provided to the applicant in writing by the Planning Unit. The applicant is required to comply with the conditions of approval prior to requesting final sign-off on the plans by City agencies. Once the revised plans and all conditions of approval have been met, City agencies will sign off on the plans, after which the City's Zoning Administrator will record the approved IDUP at the Dane County Register of Deeds Office with any required deed restrictions, land use restriction agreements, ground leases, subdivision plats, certified survey maps, Planned Development District documents, or other documents required.

Developer Responsibilities

The applicant has certain responsibilities for implementing the provisions of the inclusionary zoning ordinance, including but not limited to construction and standards for inclusionary dwelling units, notification of availability of units to the City, marketing to target income groups, establishment of price points or rent levels and other changes to the Inclusionary Dwelling Unit Plan. These responsibilities shall be acknowledged and outlined in the Inclusionary Dwelling Unit Plan (IDUP) and Subdivision Improvement Contract that will be executed as part of every development that includes applicable dwelling units.

The City will monitor the construction phases of the overall development, including site visits by staff from the Building Inspection Unit and the Public Works Department to verify progress in accordance with the zoning requirements, the Inclusionary Dwelling Unit Plan, and the Subdivision Improvement Contract, where applicable. Phasing of the IDUP will be enforced through a deed restriction that prohibits transfer of ownership of parcels; the restriction will be released as proof of compliance is provided.

CONTINUE →

PART 1 - DEVELOPMENT INFORMATION:

Project or Plat

Hawks Meadow

Project Address:

SE Corner of Middtown + Woods

Project Area (in acres):

9

Developer:

McKenzie/Weber

Representative:

TR McKenzie, Inc.

Street Address:

7704 Terrace Ave

City/State:

Middleton WI

Zip:

53562

Telephone:

(608) 836-0900

Fax:

(608) 836-0504

Email:

Timmck@TRMcKenzie.com

Agent, If Any:

Company:

Street Address:

City/State:

Zip:

Telephone: ()

Fax: ()

Email:

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	<u>sjfkvsJFD 28</u>		<u>5</u>		<u>33</u>	<u>9</u>
Dup exes	<u>KJWEBF</u>					
Multi-Family						
TOTAL	<u>28</u>		<u>5</u>		<u>33</u>	<u>9</u>

PART 3 - AFFORDABLE HOUSING DATA:

Number of Inclusionary Dwelling Units Proposed by Area Median Income (AMI) Level and Minimum Sale/Rent Price							
Owner-Occupied Units	10%	20%	30%	40%	50%	60%	Total
Number at Percent of AMI							<u>5</u>
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:

Complete the following table as it pertains to this project:

	MARKET RATE UNITS					INCLUSIONARY UNITS				
	Studio/Entry	1 Bdrm	2 Bdrms	3 Bdrms	4+ More Bdrms	Studio/Entry	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 checked="" type="checkbox"/> Cash subsidy from Inclusionary Unit Reserve Fund of \$5000 for up to 50% of on-site affordable 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

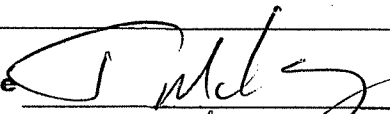
Standards for Inclusionary Dwelling Units (IDUs)	Will Comply	Will not comply	Additional comments
Exterior Appearance of IDUs are similar to Market rate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Proportion of attached and detached IDU units is similar to Market rate.	<input checked=""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

- The applicant discussed this development proposal with representatives from the Planning Unit, Zoning Administrator and Community Development Block Grant Office on: → November 9, 2004
- The applicant presented a preliminary development plan for this project to the Interdepartmental Review Staff Team on: → December 16, 2004
- The applicant notified Alderperson RONN Ferrell of District ____ of this development proposal in person on: → November 17, 2004
- The applicant also notified Pat McCarthy of the Hawks Landing neighborhood in person on: → December 22, 2004
- 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

3/9/05

Printed Name

Tim McKenzie

Phone

(608) 836-0900

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