



SITE PROPOSAL

2021 Parade of Homes



August 31, 2020

Madison Area Builders Association
Parade of Homes Builders
5936 Seminole Centre
Madison, WI 53711

Dear Builders,

We would like to thank you for the opportunity to present Fahey Fields Phase 3 in the City of Fitchburg and are honored to be considered again as a potential Parade of Homes site for the 2021 Parade of Homes.

Fahey Fields is located in the City of Fitchburg adjacent to McGaw Park, east of Fish Hatchery Road and just south of Lacy Road. This location is nestled in between McGaw Park, Residential Neighborhoods and Farm Fields with easy access to downtown Madison or all the City of Fitchburg amenities.

We have selected 6 great homesites to choose from for your next Parade home. Once again...we believe Fahey Fields with its convenient location along with the natural amenities in this exciting newer neighborhood provides another great opportunity to showcase your talents in this highly desirable area. We look forward to working with you and thank you again for this opportunity!

Sincerely,

Tony Heinrichs
Fahey Fields



www.faheyfields.com

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I. Location of Site

Fahey Fields is located in the City of Fitchburg adjacent to McGaw Park, east of Fish Hatchery Road and just south of Lacy Road.



II. Locational Features

Parks and Open Space: Situated directly next to McGaw Park, and surrounded by family farms with an abundance of bike trails.

Schools: Oregon School District and other private schools.

Shopping: Easy access to Fitchburg's Hatchery Hill shopping, along with close proximity to Madison's West Side and Downtown.

Recreation: Fahey Fields will have a trail system that connects its bike and pedestrian trails with other trails in Fitchburg for the enthusiasts. Nearby are many amenities such as, Bowling, Movie Theater, Shopping, Parks for dog walking, Library, Fitness Center and nearby Seminole pool.

Services: Financial Institutions, Daycares, Medical, Senior Care, Automotive Maintenance, Coffee Shops, Grocery Store, Walgreens, and Restaurants.

III. Legal Information

See attached Declaration of Covenants and Restrictions:

Exhibit 7

See attached Title Insurance Commitment:

Exhibit 5

The Developer hereby agrees to execute and record the "Parade of Homes Restrictive Covenants" if chosen as a 2021 Parade site.

IV. Number of Lots Available / Lot Description

Fahey Fields is offering a total of 6 lots for the 2021 Parade of Homes, which include lots 65-69 & 71 (See Exhibit 3). Builders may select any of the lots proposed and the Developer will not change the number of lots from this proposal at the Site Proposal Presentation Meeting.

Developer also agrees that developer may release proposed Parade lots to non-Parade customers 30 days after lot selection takes place, however, developer will hold Parade pricing for any Parade Builder after initial 30 day period if the lot has not already been sold and is to be a 2021 Parade home.

Additionally this site offers lots backing up to a nice open green space with McGaw Park Addition nearby (See below **Exhibit 1**). Plus some of the lots offer some exposure options (See **Exhibit 3**).



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V. Price

Lot	Address	Sq. Ft.	List Price	7% Discount	Landscape Rebate*	<u>Net Price**</u> Closing on or before 12/11/20
65	5330 Mary Lane	8,800	\$139,900	\$9,793	\$5,000	\$125,107
66	5326 Mary Lane	8,800	\$139,900	\$9,793	\$5,000	\$125,107
67	5322 Mary Lane	8,800	\$139,900	\$9,793	\$5,000	\$125,107
68	5318 Mary Lane	8,800	\$139,900	\$9,793	\$5,000	\$125,107
69	5314 Mary Lane or 2625 Notre Dame	9,677	\$134,900	\$9,443	\$5,000	\$120,457
71	5311 Mary Lane or 2617 Notre Dame	9,562	\$109,900	\$7,693	\$5,000	\$97,207

VI. Terms

An offer to purchase will be required at lot selection time. The closing must occur before the start of construction. Terms of payment are cash at closing. Below is additional information/terms regarding Lot Purchase and Purchasing One (1) Additional Lot.

- Parade Discount: There will be a 7% discount available for Parade of Homes Lots closed on or before December 13, 2020.
- *Landscape Rebate: To qualify for the Landscape Rebate, the 2021 Parade of Homes builder must complete all landscaping no later than two (2) weeks prior to the opening date of the 2021 Parade of Homes. Checks will be issued to those builders who qualify on the last day of qualification.
- **Net Price: This reflects Lot Price after discount and a rebate check being issued. Builder to pay list price of lot on contract less Parade discount at closing.
- One (1) Additional Lot: Any 2021 Parade of Homes Builder will receive a \$7500 discount off any lot within the subdivision priced over \$110,000 or a \$5000 discount off any lot priced under \$110,000. This only applies for one (1) additional lot that is closed in Fahey Fields on or before May 31, 2021.



VII. Sub-Soil Conditions

There are no unusual subsoil conditions in Fahey Fields. D'Onofrio, Kottke and Associates is the engineer for the subdivision.

VIII. Final Grading

The final grading and all improvements are completed.

IX. Collective Desirability of Lots in the Site

Fahey Fields is nestled in between McGaw Park, Residential Neighborhoods and Farm Fields with easy access to main arterial streets nearby such as Lacy and Fish Hatchery Roads. Just a short 10 minute drive or so can get you to downtown Madison.

X. Curb and Gutter; Streets

The curb, gutter and street construction along with final coat of asphalt is completed.

XI. Time Frame for Completion of Site

All infrastructure is completed and building permits are available and to be obtained.

XII. Utilities / Special Assessments

All utilities including municipal water and sewer, phone, electric, cable, fiber are available to each lot.

XIII. Black Dirt

There is ample black dirt on each lot.

XIV. Parking Locations

There will be ample street parking in and near Fahey Fields subdivision.

XV. Access from Main Roads and Traffic Control within Site

The main access road will be Fish Hatchery Road to the site...Visitors can then take Nobel Drive off of Fish Hatchery Road to the Parade site.

XVI. Access / Occupancy; Vacant Lots, Homes Under Construction, Occupied Homes

The standard Parade of Homes covenant will be part of the recorded deed restrictions per the Developer's Checklist. The Developer shall provide all fencing and other site requirements prior to and during the Parade of Homes.



XVII. Additional Related Information

The Developer has committed to offering discounts, landscape rebate and discount on an additional lot in Fahey Fields.

XVIII. Ticket Booth Entrance

The Developer suggests the location for Ticket Booth on Mary Lane.

XIX. Municipally-Imposed Conditions

The Developer agrees to pay for any and all municipally imposed assessments and improvements. If selected as a Parade Site, Developer will secure all necessary street closing permits no later than 45 days after the Site Selection Meeting and file permit with the MABA Executive Director.

Additional Supporting Information:

- Building Permit Fee Schedule – **Exhibit 4**
- Title Insurance Commitment – **Exhibit 5**
- Letter of Support City of Fitchburg – **Exhibit 6**
- Declaration of Covenants and Restrictions – **Exhibit 7**

XX. Developer Expenses: A – E

The Developer agrees to the terms, conditions, obligations and payments under items A-E of the Developer Check-List.

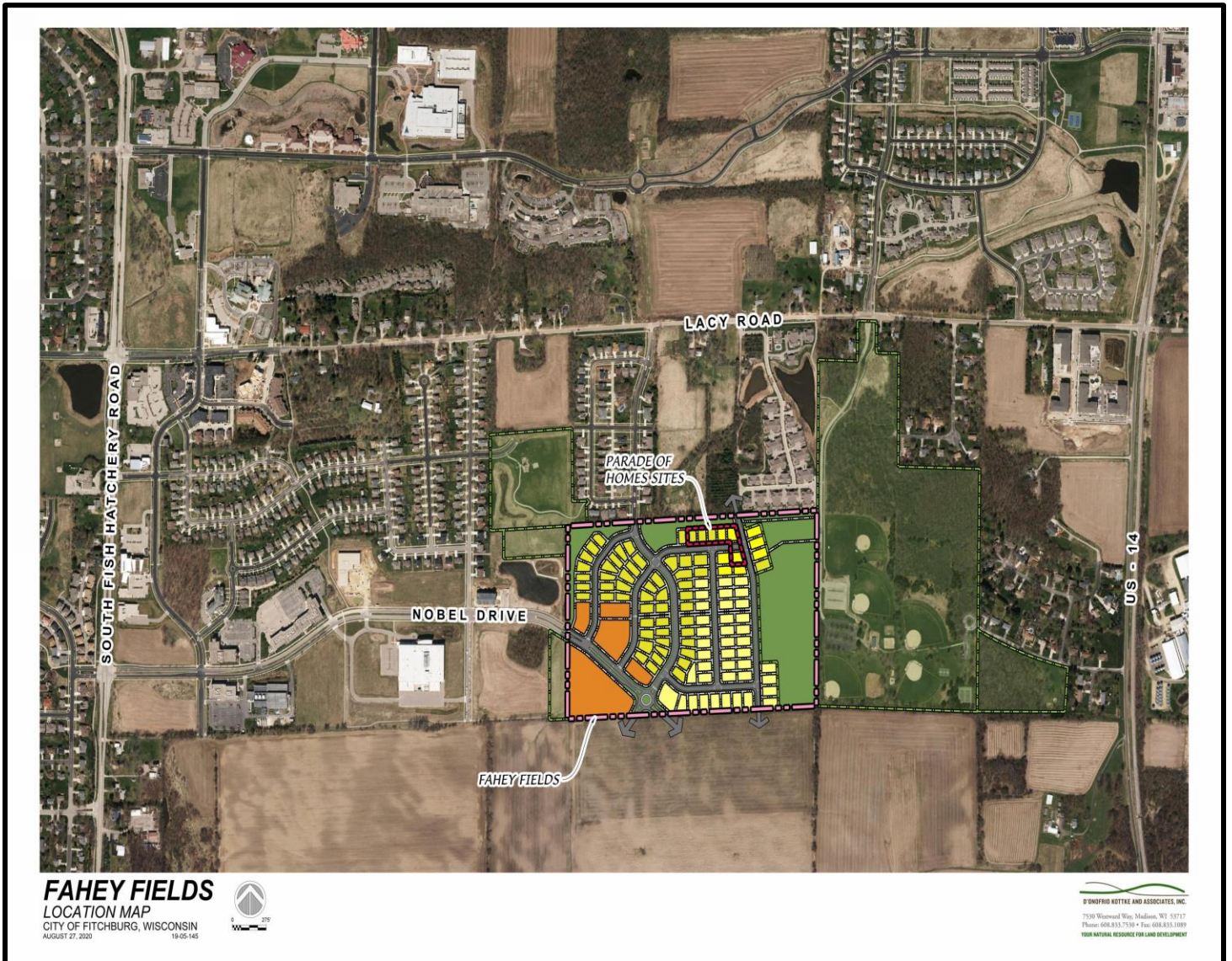
XXI. Developer Option

Developer acknowledges the options for a complimentary garage stall.



Exhibit #1

Area Location Map



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Exhibit #2

Fahey Fields Neighborhood Map



Exhibit #3

Building Envelope (Blow-Up) Maps

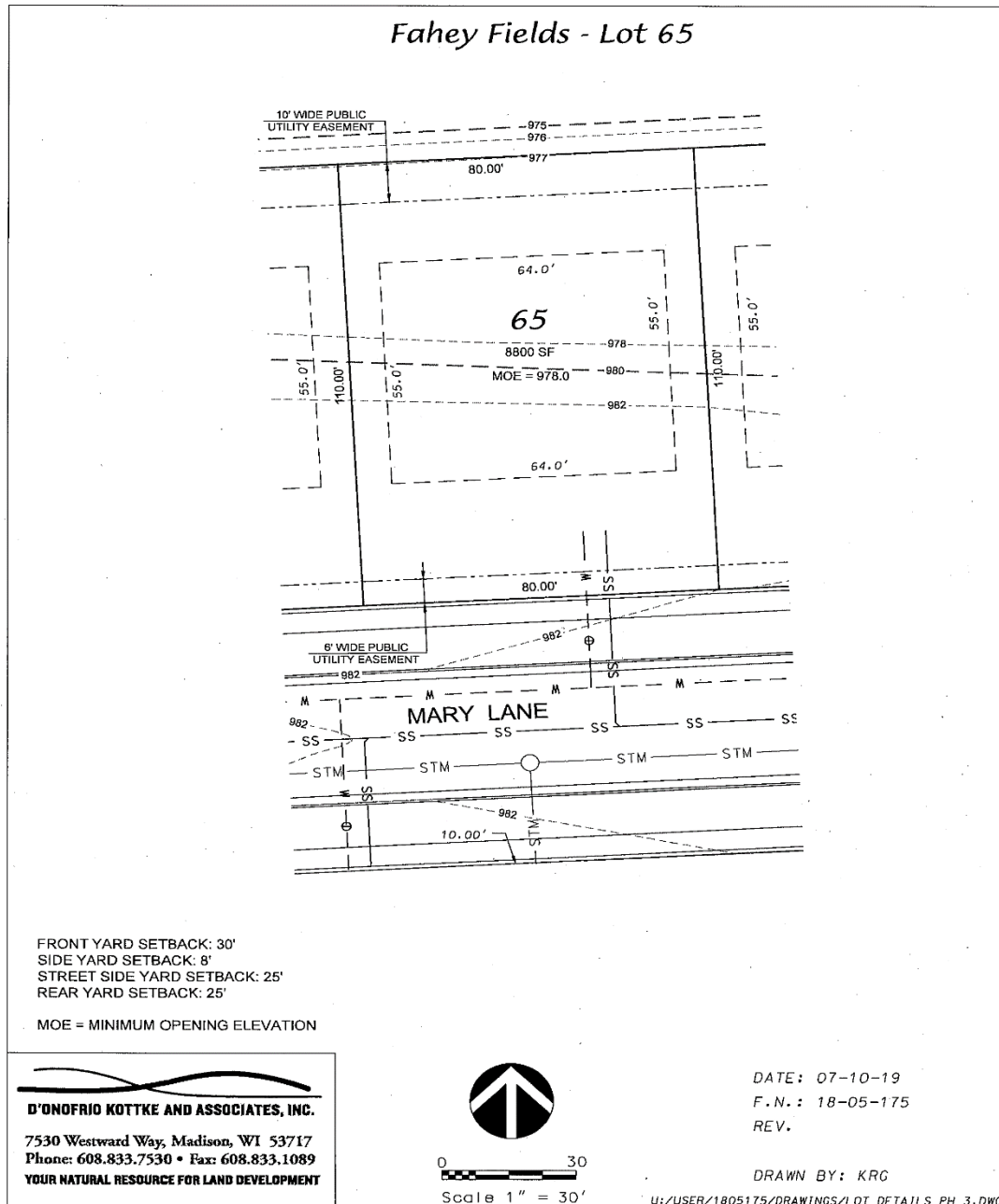


Exhibit #3 **Building Envelope (Blow-Up) Maps**

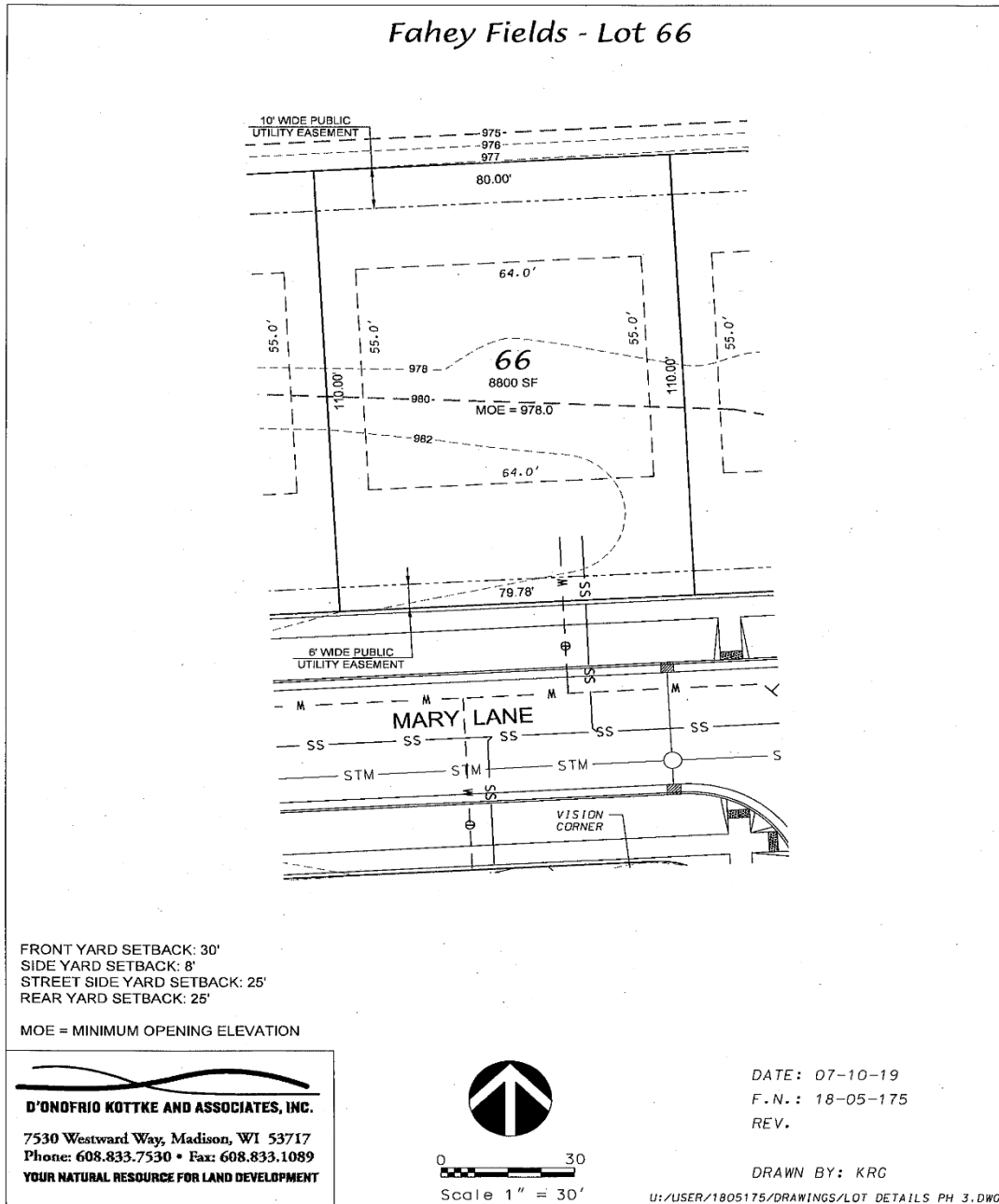


Exhibit #3

Building Envelope (Blow-Up) Maps

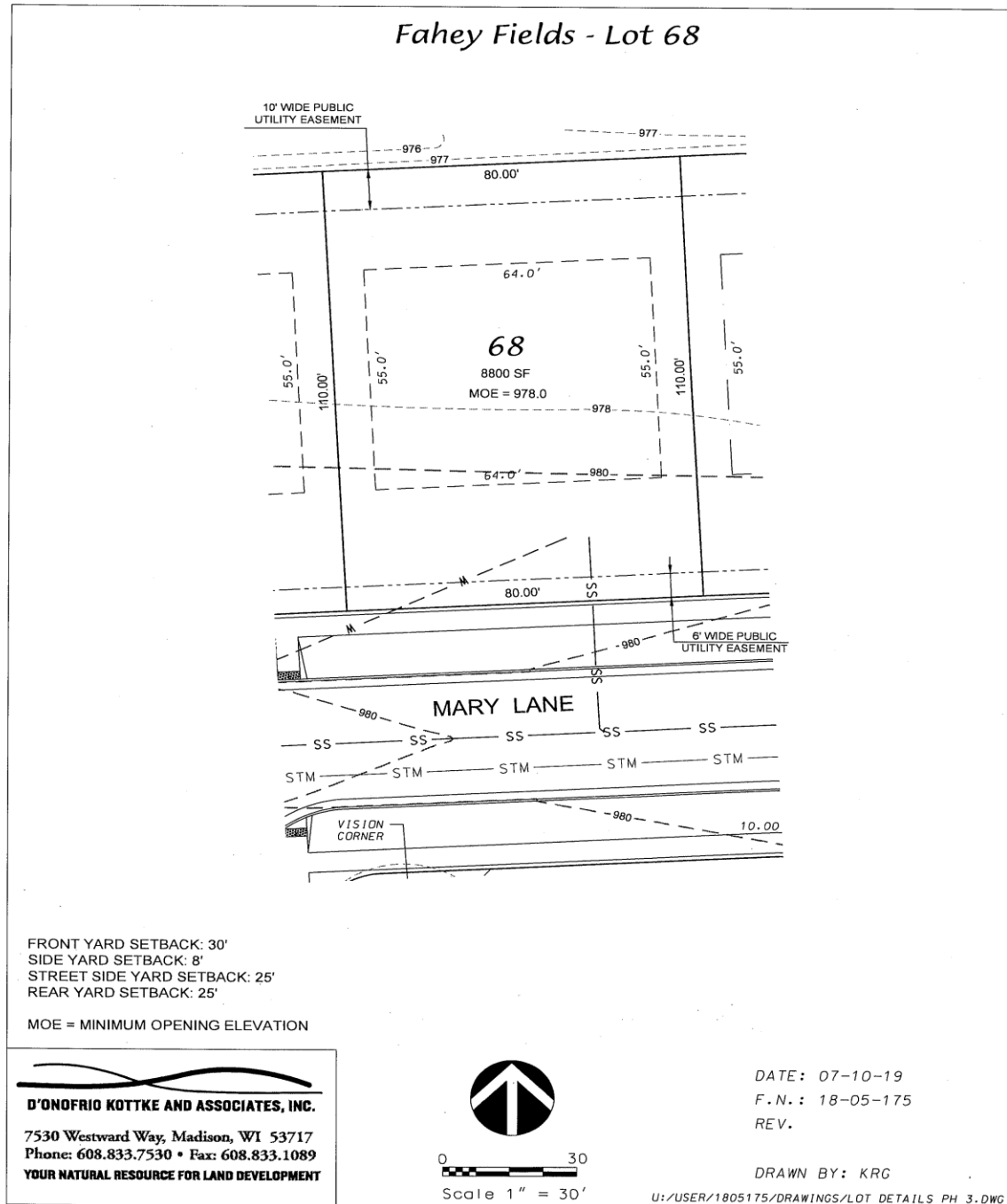


Exhibit #3

Building Envelope (Blow-Up) Maps

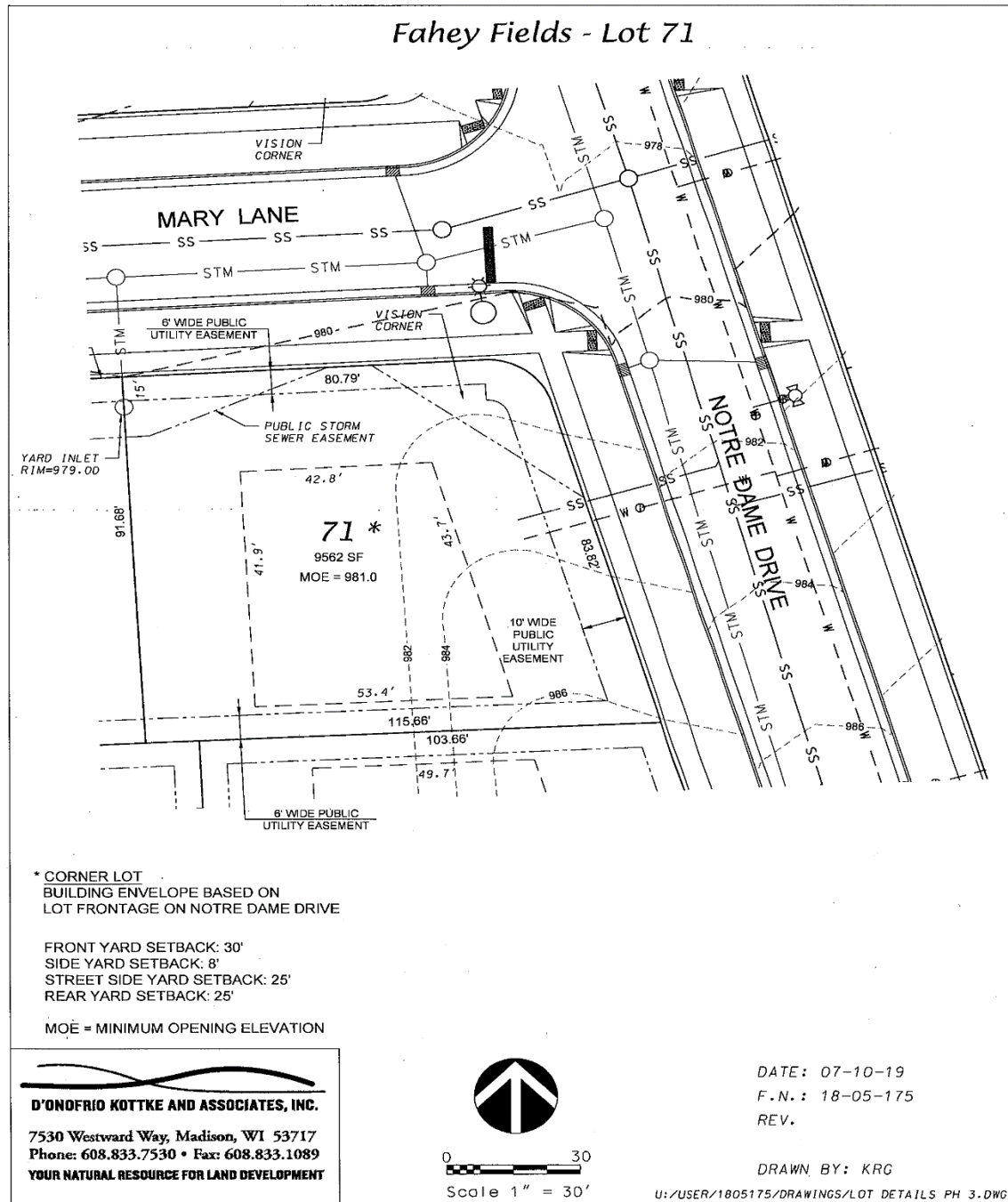


Exhibit #4

Building Permit Fee Schedule

CITY OF FITCHBURG BUILDING INSPECTION DEPARTMENT 2020 PERMIT FEE SCHEDULE

NEW CONSTRUCTION AND ADDITIONS

1. **Zoning Permits**
 - a. One & two family dwellings - \$32 plus \$.080 per square foot
 - b. All other construction - \$345 plus \$2.12 per \$1000 of construction cost
2. **Building Permits**
 - a. Group I \$.080 per square foot
 - b. Group II \$.085 per square foot
 - c. Group III \$.095 per square foot
 - d. Group IV \$.120 per square foot
 - e. Group V \$.080 per square foot - first 10,000 square feet
 - f. Group VI \$.070 per square foot - over 10,000 square feet
 - g. Minimum fee - Residential - \$100, Commercial - \$150
3. **Electrical Permits**
 - a. Group I \$.045 per square foot
 - b. Group II \$.045 per square foot
 - c. Group III \$.045 per square foot
 - d. Group IV \$.045 per square foot
 - e. Group V \$.045 per square foot
 - f. Group VI \$.025 per square foot - Min \$75
 - g. Minimum fee - Residential - \$75, Commercial - \$100
4. **Plumbing Permits**
 - a. Group I \$.045 per square foot
 - b. Group II \$.045 per square foot
 - c. Group III \$.055 per square foot
 - d. Group IV \$.045 per square foot
 - e. Group V \$.045 per square foot - first 10,000 square feet
 - f. Group VI \$.035 per square foot - over 10,000 square feet
 - g. Minimum fee - Residential - \$75, Commercial - \$100
5. **Heating/Ventilating/Air Conditioning Permits**
 - a. Group I \$.045 per square foot
 - b. Group II \$.045 per square foot
 - c. Group III \$.045 per square foot
 - d. Group IV \$.045 per square foot
 - e. Group V \$.045 per square foot - first 10,000 square feet
 - f. Group VI \$.035 per square foot - over 10,000 square feet
 - g. Minimum fee - Residential - \$75, Commercial - \$100

6. **General Notes**
 - a. See page #4 for breakdown and examples of building Groups I-IV.
 - b. Areas included for fee calculation purposes shall include all floor levels, basement, attached garages, porches and all spaces enclosed and under roof. The Building Inspection Department will be responsible for calculating the square footage of all buildings.
 - c. All fees are rounded to the nearest dollar.
 - d. All building and HVAC fees are based on either the Wisconsin Building Code Table 2.31-1 or this Permit Fee Schedule, whichever is greater.

ALTERATIONS AND REPAIRS TO EXISTING BUILDINGS

Cost of Permit is a. or b., whichever is greater (where applies).

1. **Zoning Permits** - \$52 plus \$1.05 per \$1000 of construction cost
2. **Building Permits**
 - a. 1.0% of building construction cost
 - b. Minimum fee - Residential - \$100, Commercial - \$150
3. **Electrical Permits**
 - a. 1.8% of electrical construction cost
 - b. Minimum fee - Residential - \$60, Commercial - \$100
4. **Plumbing Permits**
 - a. 1.5% of plumbing construction cost.
 - b. Minimum fee - Residential - \$60, Commercial - \$100
5. **Heating/Ventilating/Air Conditioning Permits**
 - a. 1.5% of heating/ventilating/air conditioning construction cost
 - b. Minimum fee - Residential - \$60, Commercial - \$100
6. **General Notes**
 - a. Zoning Permit fees are paid to the City of Fitchburg.
 - b. Construction cost includes labor and materials.
 - c. The Building Inspector shall be responsible for estimating construction costs utilizing information provided by permit applicants.
 - d. All permit fees are rounded to the nearest dollar.

MISCELLANEOUS FEES AND REQUIREMENTS

1. **Swimming Pools** - (Building Permit Only) Above ground - \$150 per permit In ground - \$300 per permit
2. **Moving of Buildings/Structures** - ½ of rates charged for new construction. (Minimum of \$200 per structure)
3. **Demolition** - \$100 per residential building, \$200 per commercial building.
4. **Permit to Start Construction** - \$100 per residential permit, \$200 per commercial permit.

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5. **Occupancy Permit** - Residential - \$50 per unit, Commercial - \$100 per unit
6. **Deck Permit** - \$200 (\$175 Building Inspection & \$25 Zoning)
7. **Construction Water Service Charge** - \$43 per one and two family dwelling, all others based on size of water service (see current utility schedule) and duration of use.
8. **Variance Application/Wisconsin Uniform Dwelling Code** - \$100 per application.
9. **Wisconsin Uniform Building Permit Seal** - \$75 per seal.
10. **Delinquent Permit Penalty** - A penalty equal to the amount of the permit fee at the time of application (assessed when the required permit is NOT obtained prior to commencing work).
11. **General Notes**
 - a. A construction water service charge shall be collected for all new buildings connected to the municipal water system.
 - b. A Wisconsin Uniform Building Permit Seal is required for all new single family and two family dwellings.
 - c. All electrical work shall be done by a State of Wisconsin (DILHR) certified master or journeyman electrician or by an electrician holding a valid City of Madison license. (Exception, a homeowner who owns and occupies his/her own dwelling may do their own work.)
12. **Additional and Miscellaneous Inspections** - \$75 per inspection, \$100 for inspection of work done without a permit.
13. **Fire Protection Building Construction Impact Fee**

Single-Family Residential (per dwelling unit)	\$622
Multi-Family Residential (per dwelling unit)	\$466
Studio & One Bedroom Apartment	\$311
Commercial/Institutional (per s.f.)	\$0.228
Industrial/Business Park Use (per s.f.)	\$0.143
14. **Residential Plan Review**

Single Family Home	\$200
Two Family Home	\$400
15. **Commercial Plan Review - New Structures**

0-2000 square feet	\$300
2001-5000 square feet	\$400
Remodels	
0-2000 square feet	\$300
2001-5000 square feet	\$400
5001-10,000 square feet	\$500
16. **Erosion Control Permit** - \$100 residential, \$200 per commercial
17. **Water Impact Fee** - \$1,268 single family, \$2,536 duplex, \$837 per unit for buildings over 3 units (including condos). All other fees calculated by the Fitchburg Water Utility.

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18. **Solar Photo-Voltaic Projects**
 - a. \$3/proposed kilowatt of generating potential
 - b. Minimum fee - \$45, Maximum fee - \$400 (Includes Plan Review)

CONSTRUCTION EXEMPT FROM BUILDING PERMIT REQUIREMENTS

1. Repairs necessary for building maintenance and upkeep which do not exceed a cost of \$2000.00.
2. Residential accessory buildings and storage sheds not used to house motor vehicles and less than sixty four (64) square feet in floor area.
3. Attached and detached uncovered wood decks with floor surfaces less than 24 inches above adjacent grade level.
4. Satellite dishes and antennas intended for private residential use.
5. Buildings and structures not within the scope of the building code.
6. Note - The construction referred to in this section shall comply with all building, zoning, and applicable codes regardless of building permit requirements.

BUILDING GROUPS - NEW CONSTRUCTION AND ADDITIONS

1. Group I - Residential buildings in which families or household live, rooming houses, residential garages and storage sheds (this group does not include hotels, motels or institutional buildings).
2. Group II - General and professional offices, barber shops, beauty parlors, bowling alleys, dry-cleaning establishments, clinics, natatoriums, shelters, hotels and motels.
3. Group III - Taverns, restaurants, cafeterias, retail establishments, commercial garages and service stations.
4. Group IV - Churches, assembly halls, theaters, exhibition buildings, educational institutions, hospitals, nursing homes, places of detention, gymnasiums, arenas, laboratories, lodge halls, funeral homes, libraries, skating rinks, dance halls, and armories.
5. Group V - Warehouses, freight terminals, storage buildings, refrigeration storage, factories, machine shops, electric sub-stations, sewage treatment plants, heating plants, steam & electric generating plants, transformer vaults and other building not classified in Groups I-IV.
6. Group VI - Agricultural Buildings

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Exhibit #5

Title Insurance Commitment

COMMITMENT FOR TITLE INSURANCE

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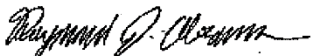
Transaction Identification Data for reference only:

Issuing Agent: Preferred Title, LLC
 Issuing Office: 2728 Coho Street, Madison, WI 53713
 ALTA® Universal ID:
 Commitment No.: 120050550
 Issuing Office File No.: 120050550
 Property Address: 5334 Mary Lane et al, Fitchburg, WI 53711

SCHEDULE A

1. Commitment Date: **May 13, 2020 at 7:44 AM**
2. Policy to be issued:
 - a. ALTA Owner's Policy (6/17/06)
 Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**
 Proposed Policy Amount: **\$15,000.00**
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
Fahey Land LLC
5. The Land is described as follows:
Lots 64, 65, 66, 67, 68 & 69, Fahey Fields, in the City of Fitchburg, Dane County, Wisconsin.

Old Republic National Title Insurance Company



By: Raymond J. Abrams, Authorized Signatory

The tax parcel identification number(s) listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

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225-0609-151-6364-2 (Lot 64)
225-0609-151-6375-2 (Lot 65)
225-0609-151-6386-2 (Lot 66)
225-0609-151-6397-2 (Lot 67)
225-0609-151-6408-2 (Lot 68)
225-0609-151-6419-2 (Lot 69)

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
 2. Special taxes or assessments, if any, payable with the taxes levied or to be levied for the current and subsequent years.
 3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due payable on the development or improvement of the Land, whether assessed or charged before or after the Date of Policy.
 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 5. Rights or claims of parties in possession not shown by the public records.
 6. Any encroachment, encumbrance, violation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
 7. Easements, claims of easements or encumbrances not shown by the public records.
 8. Any claim of adverse possession or prescriptive easement.
- =====
9. Taxes for 2020, not yet due and payable.

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10. Mortgage from Fahey Land LLC to The Park Bank, in the original amount of \$1,071,742.38, dated August 1, 2019, recorded August 2, 2019, as #5509884 (covers additional land).

The Mortgage(s) set forth above may secure a revolving line of credit. If the mortgage(s) are to be paid off through the Company or other Settlement/Escrow Agent it is a requirement that current final pay-off figures closing the account must be obtained together with the necessary consents and/or directions from the borrower to the lender directing that said loan not be re-advanced, that the account be closed, and the mortgage be released of record.
11. Rights of First Refusal for lots without a building permit or commenced construction as outlined in Declaration of Covenants and Restrictions recorded as #5365885.
12. Possible assessments of Fitchburg Utility District No. 1.
13. Possible assessments of the Madison Metropolitan Sewerage District.
14. Agreement recorded in Vol. 163 of Misc., page 207, as #662493.
15. Notice Affecting Real Estate recorded in Vol. 996 of Records, page 8, as #1592785.
16. Notice Affecting Real Estate recorded in Vol. 996 of Records, page 652, as #1593197.
17. Right of Way Grant to Michigan Wisconsin Pipe Line Company recorded in Vol. 167 of Records, page 403, as #1261680.
18. Electric Line Easement to Madison Gas and Electric Company recorded in Vol. 476 of Misc., page 537, as #1203378; supplement recorded in Vol. 7820 of Records, page 19, as #1922795; assigned to American Transmission Company LLC recorded as #3283453.
19. Memorandum of Agreement recorded as #2857465; Amended and Restated as #4762227.
20. Declaration of Easement for Sanitary Disposal System recorded as #3279300.
21. Declaration of Joint Driveway and Utility Easement recorded as #3279301.
22. Declaration of Joint Well and Easement Agreement recorded as #3279302.
23. Agreement recorded as #5032582.
24. Memorandum of Agreement recorded as #5102218.

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25. Memorandum of Site Agreement recorded as #5166492.
26. Agreement for Subdivision Improvements recorded as #5350829.
27. Declaration of Covenants and Restrictions recorded as #5365885; amended as #5377916; amended as #5396953.
28. Easements - as shown on the plat.
29. Building Setback Lines - as shown on the plat.
30. Bike Path and Pedestrian Corridor - as shown on the plat.
31. Notes - as shown on the plat.
32. Restrictions relative to the direction of drainage swale construction - as shown on the plat.
33. Utility easements as herein set forth are for the use of public bodies and private public utilities having the right to serve the area - as shown on the plat.
34. Outlot 4 is dedicated to the public for park and stormwater management purposes - as shown on the plat.
35. Judgments, etc., if any, against Purchaser to be Named.

 Note: The 2019 tax amount was \$254.28. (225-0609-151-6364-2)
 The 2019 tax amount was \$254.28. (225-0609-151-6375-2)
 The 2019 tax amount was \$254.28. (225-0609-151-6386-2)
 The 2019 tax amount was \$254.28. (225-0609-151-6397-2)
 The 2019 tax amount was \$254.28. (225-0609-151-6408-2)
 The 2019 tax amount was \$254.28. (225-0609-151-6419-2)

Note: The paragraph titled "ARBITRATION" in the Conditions of this Commitment/Policy are hereby deleted.

Note: The Proposed Policy Amount shown in Schedule A hereof, must be increased to an amount equivalent to the full value of the Land before the Policy will be issued. At such time, additional charges will be made in conformity with established rates.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Exhibit #5

Title Insurance Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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Title Insurance Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements; and
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
 4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
 5. **LIMITATIONS OF LIABILITY**
 - (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
 - (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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Title Insurance Commitment

COMMITMENT FOR TITLE INSURANCE

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- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Exhibit #6**Letter of Support / City of Fitchburg****Office of the Mayor**

5520 Lacy Road
 Fitchburg, WI 53711-5318
 Phone: (608) 270-4200
 Fax: (608) 270-4212
www.fitchburgwi.gov

May 13, 2020

Mr. Chad Lawler
 Madison Area Builders Association
 5936 Seminole Centre Court
 Fitchburg, WI 53711

Dear Mr. Lawler:

The City of Fitchburg wishes to extend its support of the application for consideration of Fahey Fields Phase Three as a site for the 2021 Parade of Homes by Mr. Randy Christianson of Heinrichs Development Group.

The City has a long history of showcasing some of the most beautiful home designs through participation in the Parade of Homes. Fahey Fields Phase Three will complement this long-standing tradition.

Fahey Fields Phase Three is a neighborhood that highlights the best of city and country living, just minutes from downtown Madison and the east and west sides of Madison. This location will make it an easy commute for Parade of Homes attendees to the Fahey Field's site

The City is pleased that Heinrichs Development Group is willing to take on this endeavor. The City will work with Madison Area Builders Association and the developer to ensure that all necessary requirements to make this event a success, including working with our Police Department, Fire Department, Public Works Department and other City departments.

The City has experienced significant changes in the past couple of years that have enriched the live, work, and play atmosphere that homebuyers are looking for. We would be delighted to open our community to these visitors. Hosting the 2021 Parade of Homes would benefit not only our businesses but also our residents in sharing why Fitchburg is a "Good Idea".

Thank you for the consideration. Best wishes on continued success with the Madison Area Builder's Association's Parade of Homes.

Best Regards,

Aaron Richardson, Mayor
 City of Fitchburg



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Exhibit #7**Declaration of Covenants and Restrictions**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5365885**

**10/19/2017 3:08 PM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 22**

**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
PLAT OF FAHEY FIELDS,
CITY OF FITCHBURG, WISCONSIN**

The undersigned, Fahey Land LLC, a Wisconsin limited liability company (the "Developer"), owner of the following described Plat, in order to impose a common plan of restrictions and covenants with respect to said Plat for the mutual benefit of the present and future owners of Lots in said Plat ("the Lots"), hereby declares and provides that all Lots in said Plat be and the same hereby are subject to the following restrictions, covenants, and conditions ("the Declaration"):

Return to and Drafted by:
Attorney Vernon J. Jesse
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038

Tax Parcel No. See attached Exhibit B.

**ARTICLE I
DESCRIPTION**

1.00 Description of Plat. The real estate subject to this Declaration is located in the County of Dane, State of Wisconsin, and described as:

Lots One (1) through One Hundred Eight (108), Fahey Fields, City of Fitchburg, Dane County, Wisconsin. The Plat of Fahey Fields was recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on August 15, 2017, as Document Number 5349708, a copy of said plat is attached hereto as Exhibit A.

**ARTICLE II
ZONING**

2.00 Use of Lots. Lots 2-14, 17-31, and 33-106 shall be used exclusively for single family detached buildings for residential purposes only ("the Residential Lots"). No trade, business, or commercial activity shall be conducted thereon. Lots 1, 15, 16, 32, 107 and 108 are multi-family lots and may be used for multi-family purposes only ("the Multi-Family Lots").

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Exhibit #7

Declaration of Covenants and Restrictions

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ARTICLE III **GENERAL BUILDING STANDARDS**

3.00 Front and Side Yard Requirements. All buildings constructed on any Lots subject to this Declaration shall conform to all governmental zoning requirements and all side-yard and set-back requirements imposed by local ordinance. Lot owners ("Lot Owners") are directed to the provisions of the City of Fitchburg zoning ordinances for the exact front and side-yard requirements for a particular Lot. The Plat may contain single family Lots of different zoning classifications and the front and side-yard requirements may vary from Lot to Lot within the Plat.

3.01 Floor Area Minimums. The following minimum floor area requirements shall apply to all single family detached buildings constructed on the Residential Lots:

- (a) No single story building shall have less than 1600 square feet;
- (b) No two story building shall have less than 1800 square feet on the main level and upper level;
- (c) No raised ranch, bi-level, or tri-level building shall have less than 1400 square feet on the main and upper levels.

The above minimum requirements may be waived by the Developer or the Architectural Control Committee, whichever is then applicable, in the event the proposed materials or architectural quality of the building is such that it equals or exceeds the appearance and quality of other buildings in the subdivision. Such determination shall be made at the sole discretion of the Developer or the Architectural Control Committee. Size requirements may also be modified at the sole discretion of the Developer or the Architectural Control Committee in the event that a particular Lot does not have adequate size, or if the configuration is such that the established minimum floor areas are not appropriate.

For the purpose of determining floor area, open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total floor area. Stair openings, closets, and bathrooms shall be included in determining floor area. The main level is defined as the lowest level that is totally above the finished grade of the Lot.

3.02 Earth Shelters. No "earth shelter" building or "berm" building shall be constructed, erected, or placed on any Lot within the Plat.

3.03 Building Materials. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Plat.

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All chimneys and flues shall be fully enclosed.

No plywood or Texture III type siding shall be allowed.

All roofing shall be of laminated architectural grade textured fiberglass, dimensional shingles, wood shakes, or other acceptable material. No standard 3 in 1 shingles shall be allowed.

The roof pitch must be no less than six (6) inches in every twelve inches.

All fascia shall have a minimum height of eight (8) inches.

No part of any concrete wall shall be visible from the front, side or rear of any structure at a height greater than eight (8) inches above finished ground level.

It is the intent of the Developer to coordinate trim, siding, and roofing colors to provide the most aesthetic combination for a particular building as well as for the overall development of the Plat. Overall color schemes must be submitted with building plans for approval. Samples may be required by the Developer or the Architectural Control Committee.

3.04 Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color, and/or texture shall occur at points relating to the massing, fenestration, and overall design concept of the building.

3.05 Building Location. All buildings shall be sited on the Lot to present their most desirable face to the street and where possible should be related to buildings on adjoining Lots. The Developer or Architectural Control Committee, as applicable, may check sight lines based on proposed building location to minimize the building's obstruction of views from neighboring Lots.

3.06 Utilities. All utilities serving any building or Lot shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement. Lot Owners shall not change the elevation of any utility easement in excess of six (6) inches without the permission of the applicable electric, gas, and other utilities using such easement. The Lot Owners shall be responsible for any damages caused to underground utilities based on any changes in grade.

3.07 Fencing. Fences and walls shall not be allowed, except for screening of service areas or pools, without the prior written consent of the Developer or Architectural Control Committee, as applicable. Black wrought iron fencing is the only type of fence that may be approved by the Architectural Control Committee or Developer. No fencing shall exceed four (4) feet in height.

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3.08 Use of Outbuildings. No trailer, basement, tent, treehouse, shack, existing dwelling, detached garage, barn, or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.

3.09 Landscaping. The following are the minimum landscaping requirements:

(a)

(1) All front yards, all street terraces abutting the Lot, and all side yards in front of the rear line of any building shall be sodded with lawn in all areas designated for lawn. The rear yard shall either be sodded or seeded in all areas designated for lawn.

(2) Each Lot Owner shall install foundation plantings in the front yard of the Lot Owner's Lot. These plantings shall be spaced at a minimum of one (1) every three (3) feet along the entire width of the building. In addition, each Lot Owner shall plant in the front yard one (1) conifer, a minimum of four (4) feet in height, chosen from any of the following varieties: Colorado Green or Blue Spruce, Black Hills Spruce, Austrian Pine or Douglas Fir, and one (1) shade tree. At planting, each such shade tree shall have a minimum diameter of two (2) inches and height of at least ten (10) feet.

(b) All required landscaping shall be completed within thirty (30) days of occupancy, weather permitting, or within thirty (30) days after weather permits.

(c) The maintenance of the plantings and yard areas is the responsibility of the Lot Owner. Any trees or shrubs which die shall be removed by the Lot Owner and replaced with a like variety of the same size as the original plant at the time of planting so as to maintain the original landscaping elements.

(d) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement.

(e) No Lot Owner shall grade or obstruct any swale or drainage way, whether or not in an easement, which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way.

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Declaration of Covenants and Restrictions

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The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage of the surrounding Lots. A copy of all plot plans shall be kept by Developer or the Architectural Control Committee for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either the Developer or the Architectural Control Committee, whichever is then applicable, or any adjacent neighbor within the Plat, a cause of action against the person violating such grading plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed without the approval of the Developer or the Architectural Control Committee.

3.10 Construction Deadline. Each building erected shall have its entire construction and minimum landscaping completed, and an occupancy permit issued by the City of Fitchburg, within nine (9) months from the date of issuance of the building permit, except for delays in completion due to weather, strike, war, or act of God.

3.11 Driveways. All driveways from the garage for single family detached buildings to the public street shall be paved with concrete (cement) within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Lot Owner's ability to complete such construction.

3.12 Mailbox and Posts. Each Lot Owner shall, at their expense, purchase and install a mailbox and post prior to issuance of an occupancy permit for said Lot. The Developer reserves the right to approve any mailbox and require the replacement of any mailbox, at Lot Owner's expense, if objectionable to Developer. Lot Owners are encouraged to obtain the prior approval of Developer as to the mailbox selected by Lot Owner.

3.13 Garages. All single family detached buildings constructed on any Lot shall have an attached garage that contains no less than two (2) automobile garage stalls. Any garage containing four (4) stalls shall have a maximum of three (3) garage doors. Thrust garages are not allowed.

3.14 Exterior Alterations. No alteration of the exterior appearance of existing buildings, including but not limited to exterior remodeling and the construction of patios, decks, and swimming pools shall be made without the prior written approval of the Developer or Architectural Control Committee, whichever is then applicable.

3.15 Window Treatments. Each window of a building on front elevations of a Lot (and street side elevations of a corner Lot) shall have either shutters or 1" X 4" window wrap.

3.16 Minimum Foundation Opening Elevations. Certain of the lots shall be subject to minimum foundation opening elevations as follows:

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Exhibit #7**Declaration of Covenants and Restrictions**

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<u>LOT #</u>	<u>MOE</u>
2	989.5
3	988.8
4	988.1
5	987.1
6	986.1
7	985.2
8	984.2
64	978.0
65	978.0
66	978.0
67	978.0
68	678.0
69	978.0
92	973.5
93	974.4
94	976.0

ARTICLE IV
USE RESTRICTIONS

4.00 Storage. Outdoor storage of boats or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Lot Owners and their

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Exhibit #7

Declaration of Covenants and Restrictions

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families is prohibited unless they are kept in garages. The storage of boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles, or any other recreational vehicles is prohibited unless kept inside the garage. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. NO exterior antennas (except as set forth in Section 4.01), or windmills shall be erected on any building or Lot without the prior written approval of the Developer or Architectural Control Committee, as applicable. No firewood or wood pile shall be kept outside a building unless it is neatly stacked, placed in a rear yard or side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Developer or Architectural Control Committee. Nothing set forth in this Section 4.00 shall prohibit temporary parking of moving vehicles for the purpose of loading or unloading for period not to exceed eight (8) hours. No vehicles or other equipment may be parked on any yard at any time.

4.01 Antennas, Solar Panels, etc. No visible exterior antennas or windmills in excess of twenty (20) inches in diameter shall be permitted on any building or Lot. Satellite dishes of twenty (20) inches or less shall be permitted only on the back of a building in the most unobtrusive location. Solar panels shall also not be permitted unless the Developer or Architectural Control Committee determines in writing that installation of solar panels for a particular building will not be incompatible with the improvements on any other Lot and will not adversely affect the appearance of the Plat. In connection with the submission and approval of plans, specifications and site plans under Paragraph 5.00 hereof, the Developer or Architectural Control Committee may impose such requirements and conditions relative to landscaping, building heights and other matters, as may be reasonably necessary to protect solar access for adjoining Lots.

4.02 Lot Appearance. All areas of the Lot not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Lot Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance. This covenant shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard.

4.03 Pets & Animals. A maximum of three domestic animals (dogs & cats only) may be housed in a building, except for Pitbulls which are not allowed. No commercial boarding shall be allowed. Kennels shall be inside a building unless otherwise approved by the Developer or Architectural Control Committee, as applicable. No Lot Owner may keep a dog whose barking creates a nuisance to neighbors, nor any animal which displays vicious propensities.

4.04 Clothes Lines. Permanent clothes lines are not allowed.

4.05 Recreational Facilities. Permanent rear yard recreation facilities, such as basketball and volleyball courts, are not allowed.

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Declaration of Covenants and Restrictions

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4.06 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers and removed from the Plat. In completed buildings trash containers must be kept inside of garages and shall be placed upon the curb for pickup in a suitable container. No trash, cuttings, leaves, rocks, or earth may be deposited on any Outlot in the Plat.

ARTICLE V **ARCHITECTURAL CONTROL COMMITTEE**

5.00 Approval of Buildings and Improvements. For all buildings and improvements to be erected or placed on any Lot subject to this Declaration, two (2) sets of the completed architectural review sheet (on a form provided by the Architectural Control Committee), plans, specifications, landscaping plans and site plans for all such buildings and improvements must be submitted to the Developer, or the Developer's duly authorized agent, or the Developer's successors and assigns, for written approval as to the quality of workmanship and materials, and harmony of exterior design including exterior colors, size, location with respect to adjacent structures, topography, finished grade elevation, and identity of the general contractor, prior to commencement of any construction on any Lot. The correct legal name, address, telephone and name of contact person for the general contractor shall be provided with each such submission. The Architectural Control Committee shall have the right to require brick, stone, shutters, corner boards and any other items which it deems desirable for a particular submission. All such plans and related documents shall be sent to Developer, c/o Tony Heinrichs, 702 N. High Point Road, Ste. 100, Madison, Wisconsin 53717, or a place designated by the Architectural Control Committee.

5.01 Architectural Control Committee. After the Developer ceases to have title to all Lots subject to this Declaration, the plans, specifications, and site plans, and all other matters to be submitted under these covenants, conditions, and restrictions, shall be submitted to a committee of three (3) persons, elected by a majority of said Lot Owners as to all of the items enumerated in the preceding paragraph. (Land contract purchasers shall be deemed to be titleholder and land contract vendors shall not be deemed to be title holder). The election of the Architectural Control Committee shall be held annually on the second Monday in January of each year at a site selected by the Architectural Control Committee. Vacancies created between elections shall be filled by the remainder of the Architectural Control Committee. In the event of the failure of a majority of persons holding title to any Lot or Lots subject to this Declaration to elect an Architectural Control Committee in any year, the most recently elected members shall continue to service until successors are duly elected. Each Lot Owner, by acceptance of a deed to their Lot, shall and hereby does release the Architectural Control Committee and the Developer from any liability based upon the good faith exercise of their duties under this Declaration. Refusal of approval of submissions by the Architectural Control Committee may be based on any grounds, including purely aesthetic grounds, which the Architectural Control Committee in its sole discretion deems

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Declaration Covenants and Restrictions Fahey Fields clean 09.10.17



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Exhibit #7

Declaration of Covenants and Restrictions

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appropriate. The Architectural Control Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, grading or landscaping plan or other matter including any loss arising out of the negligence of the Architectural Control Committee.

5.02 Approvals. In the event the Developer or the Architectural Control Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site plans, alteration, or any other matters which must be submitted to the Developer or Architectural Control Committee, within thirty (30) working days after the same have been submitted to the approving authority in writing, then such approval shall be deemed to have been obtained.

5.03 Enforcement. The Developer, the Architectural Control Committee and any Lot Owner shall have the right to enforce, by any proceedings at law or in equity, all of the restrictions and covenants set forth in this Declaration. The enforcement rights of individual Lot Owners shall be subject to the rights of the Developer and the Architectural Control Committee to cancel, release, amend and/or grant variances with regard to these restrictions and covenants as set forth herein. Enforcement may be by an action to restrain any violation and/or to recover damages. Any party successfully enforcing these restrictions and covenants shall be entitled to reasonable and actual attorney's fees and costs incurred to enforce the same. The Developer and Architectural Control Committee shall have the authority to provide a variance from the restrictions and covenants set forth herein. Granting of a variance as to any restriction or covenant shall not operate as a waiver of the right to enforce these restrictions and covenants as to any other party. A failure to enforce any restriction or covenant set forth herein shall not operate as a waiver of the right to do so at any time in the future. Each Lot Owner, by acceptance of a deed to their Lot, shall and hereby does release the Architectural Control Committee and the Developer from any liability based upon the good faith exercise of their duties under this Declaration. Refusal of approval of submissions by the Architectural Control Committee may be based on any grounds, including purely aesthetic grounds, which the Architectural Control Committee in its sole discretion deems appropriate.

5.04 Restrictions Run with Land. These restrictions and covenants run with the land and shall be binding upon all persons having an interest in the Plat for a period of twenty-five (25) years after the date of recording of this Declaration. Said restrictions and covenants shall then be automatically renewed for an additional fifteen (15) year period, unless the Lot Owners of at least 75% of the Lots in the Plat, record a writing in the Office of the Register of Deeds for Dane County at least ninety (90) days prior to the date these restrictions would otherwise terminate, indicating their desire not to renew these restrictions.

5.05 Release and Amendment. These restrictions or any part thereof may be cancelled, released or amended in writing as to the entire Plat or any part thereof by the Developer (without the requirement of consent by any other party) at any time that

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Developer continues to own any Lot(s) in the Plat. After the Developer has sold all of the Lots in the Plat or otherwise released or assigned its right to enforce these restrictions, then these restrictions or any part thereof may be released, cancelled, amended or waived upon the affirmative vote of the Lot Owners of ninety percent (90%) of the Lots in the Plat evidenced in writing by a document recorded in the Office of the Register of Deeds for Dane County, Wisconsin.

5.06 Conformance to Laws. All buildings constructed on any Lot in the Plat shall conform to all governmental zoning and use requirements and all side-yard and set-back requirements imposed by local ordinance.

5.07 Invalidation. The invalidation of any one of these covenants or any severable part of any covenant or any severable part of any covenant, by judgment or court order, shall not affect any of the other covenants, which shall remain in full force and effect.

5.08 Outlot 8. The Plat of Fahey Fields includes Outlot 8. Outlot 8 is reserved for future development and all owners in the Plat are hereby notified that the development of Outlot 8 may include development that is not single-family homes, including but not limited to multifamily residential development, commercial development, institutional development and any other use approved by the City of Fitchburg.

ARTICLE VI **TIME LIMITS FOR COMMENCING CONSTRUCTION**

6.01 Time Limits for Commencing Construction:

- (a) The Lot Owner(s) of any Lot in the Plat, other than the Developer, shall commence construction within twelve (12) months of date of closing for the purchase of said Lot. For purposes of this Article VI, "commence construction" shall mean complete installation of the foundation for the building to be constructed on the Lot.
- (b) The Developer shall have the right, but shall not be obligated, to extend in writing the deadline set forth in paragraph (a) above but any one extension shall not obligate the Developer to issue further or other extensions.
- (c) If the Lot Owner(s) of any Lot in the Plat fails to meet the deadline as set forth in paragraph (a) above, then, upon thirty (30) days notice to the Lot Owner(s) of said Lot, the Developer shall have the right, but shall not be obligated, to enforce any or all of the following remedies:

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Declaration of Covenants and Restrictions

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- (1) Repurchase of the Lot free and clear of all encumbrances except municipal and zoning ordinances, easements, and covenants and restrictions of record. The purchase price paid for the Lot by the Developer shall be the original price paid by the Lot Owner(s) for the Lot, less the sum of credits to the Lot Owner(s) at the original closing and further less Developer's costs to repurchase the Lot, including but not limited to, title insurance, recording fees, document preparation, and other settlement costs. The Lot Owner(s) shall pay all transfer fees and other usual and customary seller's costs. The real estate taxes and installments on special assessments for the year in which such conveyance occurs shall be pro-rated as of the date of such conveyance.
- (2) Specific performance.
- (3) Liquidated damages, resulting to the Developer for loss of opportunity to sell Lots contained in the Plat or to develop and sell Lots in additions to the Plat, in the amount of One Hundred and 00/100 Dollars (\$100.00) per day.
- (4) Attorneys' fees incurred by Developer for enforcing any of the foregoing remedies.

ARTICLE VII **RIGHT OF FIRST REFUSAL**

7.01 Right of First Refusal.

- (a) **Grant of Right of First Refusal.** In the event the Lot Owner of any Lot for which a building permit has not been issued and the Lot Owner has not commenced construction (i.e., completed installation of the foundation for the building to be constructed), shall receive a bona fide offer to purchase the Lot from an unrelated third party (which may include the exercise of any option to purchase, agreement to purchase or exchange the Lot or any similar agreement), and the offer to purchase shall be satisfactory to said Lot Owner, said Lot Owner shall give Developer the right of purchasing the Lot at the price and on the same terms and conditions of said offer to purchase. This right shall be given by a notice sent by said Lot Owner to Developer at the address required by the terms of Section 5.00 hereof, together with a copy of the offer to purchase, requiring Developer to accept the offer in writing and to sign, within ten (10) days after the mailing of said notice, a contract to purchase the Lot on the same terms and conditions of said offer to purchase. If Developer elects to purchase the Lot, said Lot Owner shall convey the Lot to Developer for the price and on the terms and conditions contained in said offer

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to purchase. Notwithstanding the foregoing, this provision shall not apply to a bona fide offer to purchase the Lot by an individual third party purchaser who intends to occupy the Lot as their primary residence.

- (b) Failure of Developer to Sign Contract Within Ten (10) Day Period. The failure of Developer to respond to said Lot Owner's notice of the bona fide offer or to sign a contract within the ten (10) day period provided above shall be conclusively deemed an election by Developer not to purchase the Lot, in which case said Lot Owner shall be at liberty to sell and convey the Lot on the same terms and conditions as contained in said bona fide offer to purchase. Any subsequent sale shall be subject to this right of first refusal. If said Lot Owner does not consummate the transaction with a third party, Developer's right of first refusal hereunder shall be reinstated and apply to any subsequent offer to purchase the Lot.
- (c) Interests in Lot Owner Entity. This right of first refusal shall also apply, on the same terms as set forth herein, to the sale by person of their controlling ownership interest(s) (shares of stock, membership interests or otherwise) in any entity owning a Lot.
- (d) Expiration. Notwithstanding any provision herein to the contrary, as to any particular Lot, the right of first refusal set forth herein shall expire two (2) years from the date of sale of said Lot by the Developer.

IN WITNESS WHEREOF the undersigned "Developer" has set its hand and seal this 13 day of October, 2017.

FAHEY LAND LLC
Developer

By: David Fahey
David Fahey, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me, this 13 day of October, 2017, the above named David Fahey, Manager of the above named limited liability company, to me known to be such

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Exhibit #7**Declaration of Covenants and Restrictions**

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person who executed the foregoing instrument and acknowledge that he executed the same, by his authority, for the purposes therein contained.

Notary Public, State of Wisconsin
My Commission: 3/14/19

SARA J BROWN
NOTARY PUBLIC
STATE OF WISCONSIN

This document drafted by:
Attorney Vernon J. Jesse, MURPHY DESMOND S.C., P.O. Box 2038,
Madison, WI 53701-2038 (608) 257-7181
4823-5122-1838, v. 1

16029.140989-Svj-091017bjb/rle
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Exhibit #7

Declaration of Covenants and Restrictions

AMENDMENT TO COVENANTS AND RESTRICTIONS

In Re: Lots One (1) through One Hundred Eight (108),
Fahey Fields, City of Fitchburg, Dane County,
Wisconsin.

(collectively "the Subdivision").

WHEREAS, the Subdivision is currently subject to Declaration of Covenants and Restrictions recorded on October 19, 2017, as Document Number 5365885 ("the Covenants and Restrictions"); and

WHEREAS, the Covenants and Restrictions provide that the Covenants and Restrictions may be amended as provided therein; and

WHEREAS, the undersigned does hereby approve and enact the following amendment to the Covenants and Restrictions:

1. The last sentence of Section 3.13. of the Covenants and Restrictions ("Garages") which states "Thrust garages are not allowed" is hereby deleted from the Covenants and Restrictions.
2. In the event of any conflict between the terms of the Covenants and Restrictions and the terms of this Amendment, the terms of this Amendment shall control.
3. Except to the extent revised herein, all of the terms and conditions of the Covenants and Restrictions shall remain applicable to all of the parcels within the Subdivision, as if fully set forth herein.

Dated this 7 day of December, 2017.

FAHEY LAND LLC
Developer

By: _____

David Fahey, Manager

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

16029.140989-2vjj-061217bjb
Amendment to Covenants and Restrictions

9 2 2 7 4 0 8
Tx:8905044 ✓

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5377916
12/13/2017 03:46 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 5

Return to and Drafted By:
Attorney Vernon J. Jesse
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038

Tax Parcel No. See Attached Exhibit A.



Exhibit #7

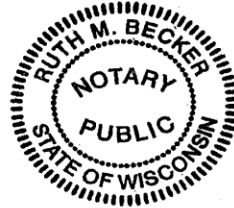
Declaration of Covenants and Restrictions

- 2 -

STATE OF WISCONSIN)
) ss.:
COUNTY OF DANE)

Personally came before me, this 7 day of December, 2017, the above named David Fahey, Manager of the above-named limited liability company, to me known to be such person(s) and officer(s) who executed the foregoing instrument and acknowledge that they executed the same as such officer(s), by its authority, for the purposes therein contained.

Ruth M Becker
Ruth M. Becker
 Notary Public, State of Wisconsin
 My Commission: *exp. 7/28/2019*



16029.140989-2vjj-061217bjb
Amendment to Covenants and Restrictions

Exhibit #7

Declaration of Covenants and Restrictions

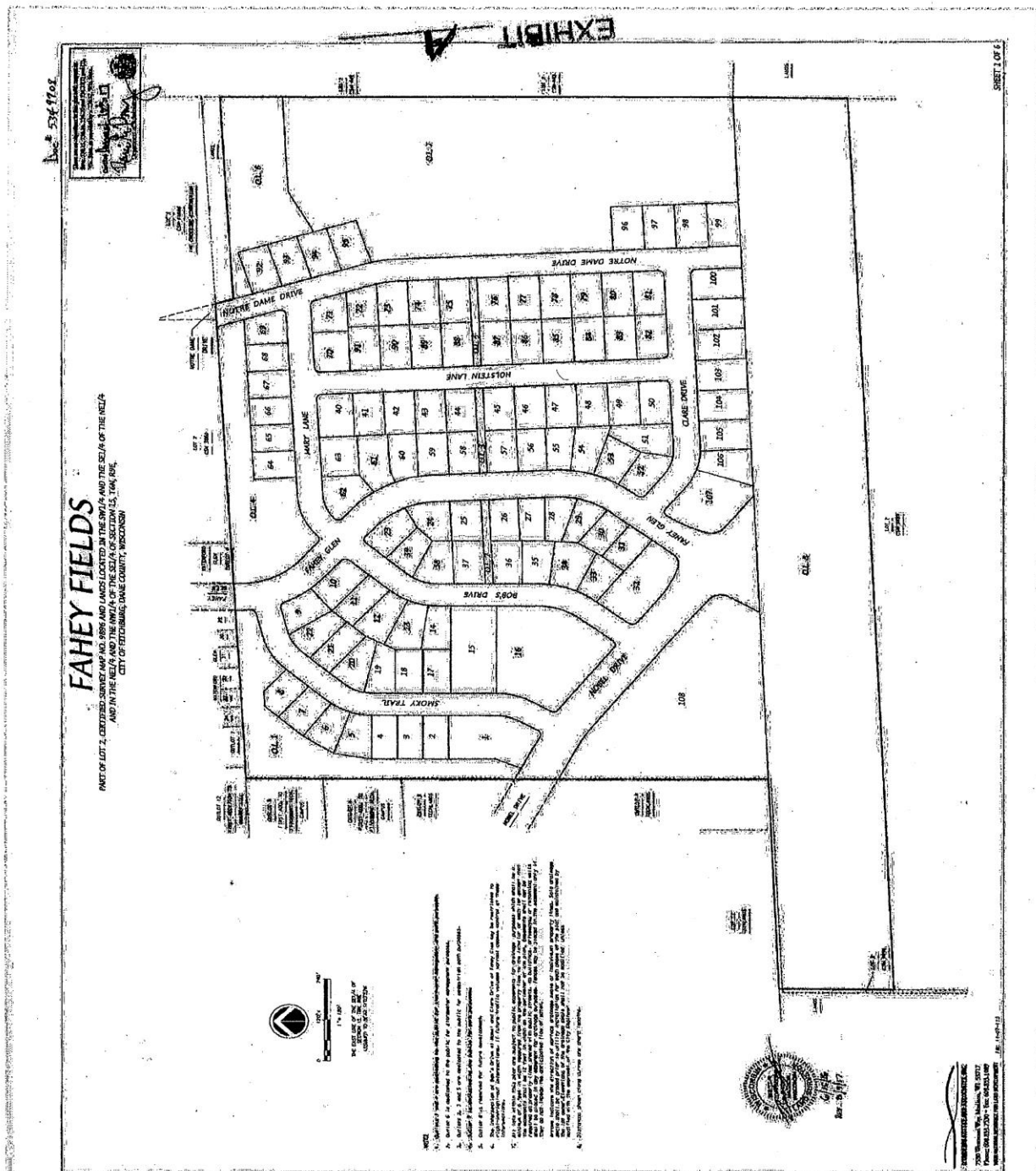


Exhibit #7

Declaration of Covenants and Restrictions

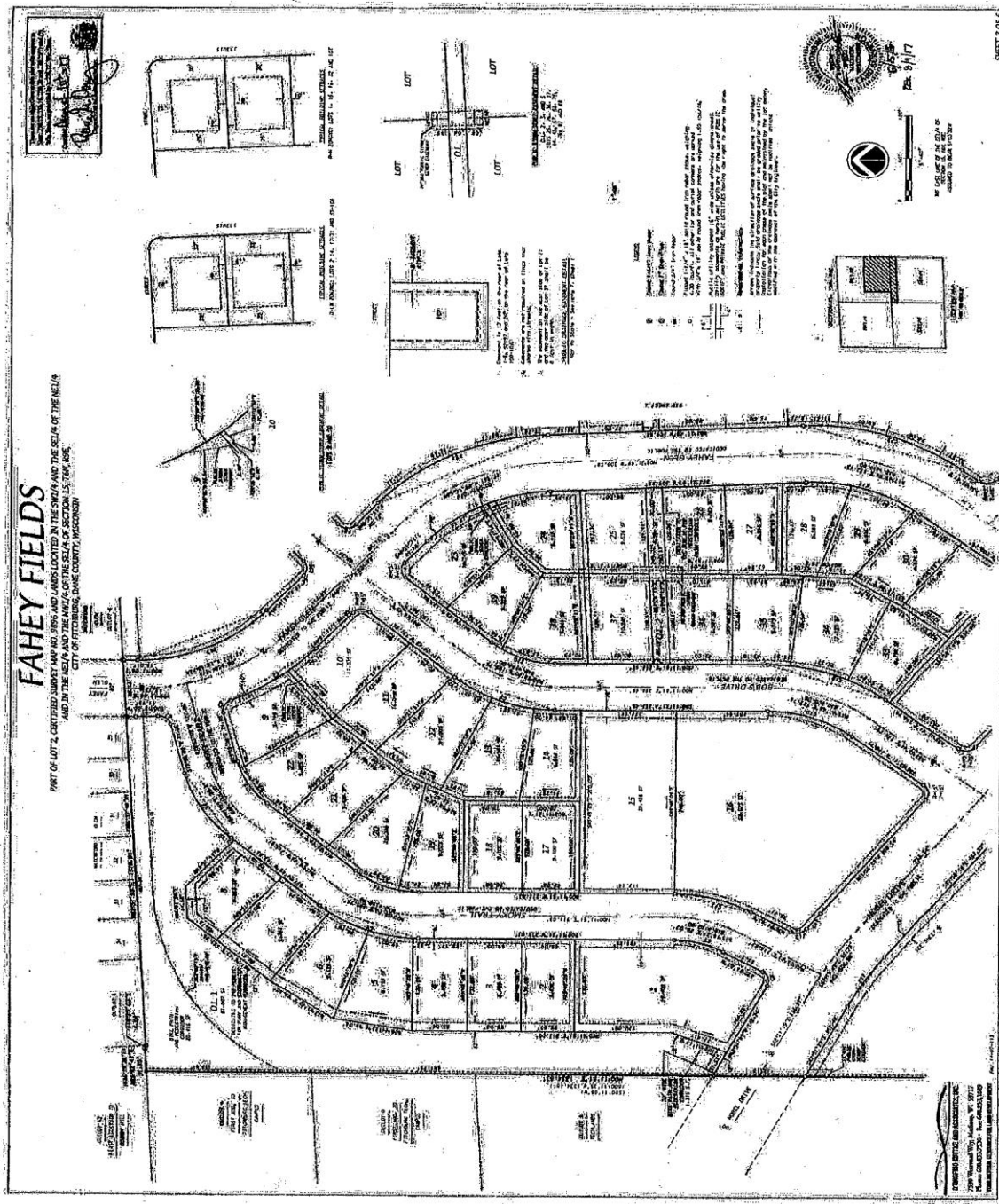


Exhibit #7 **Declaration of Covenants and Restrictions**

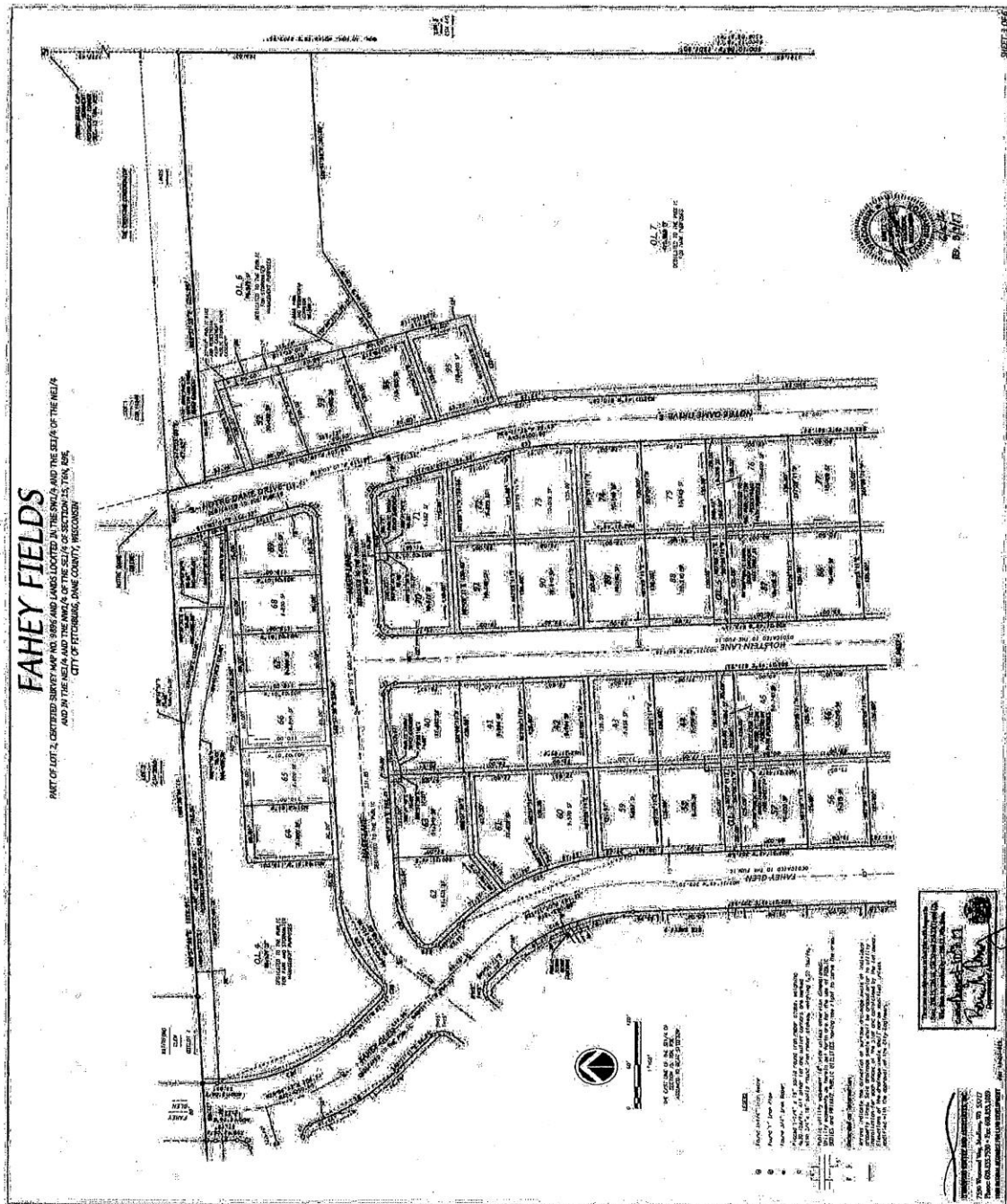


Exhibit #7

Declaration of Covenants and Restrictions

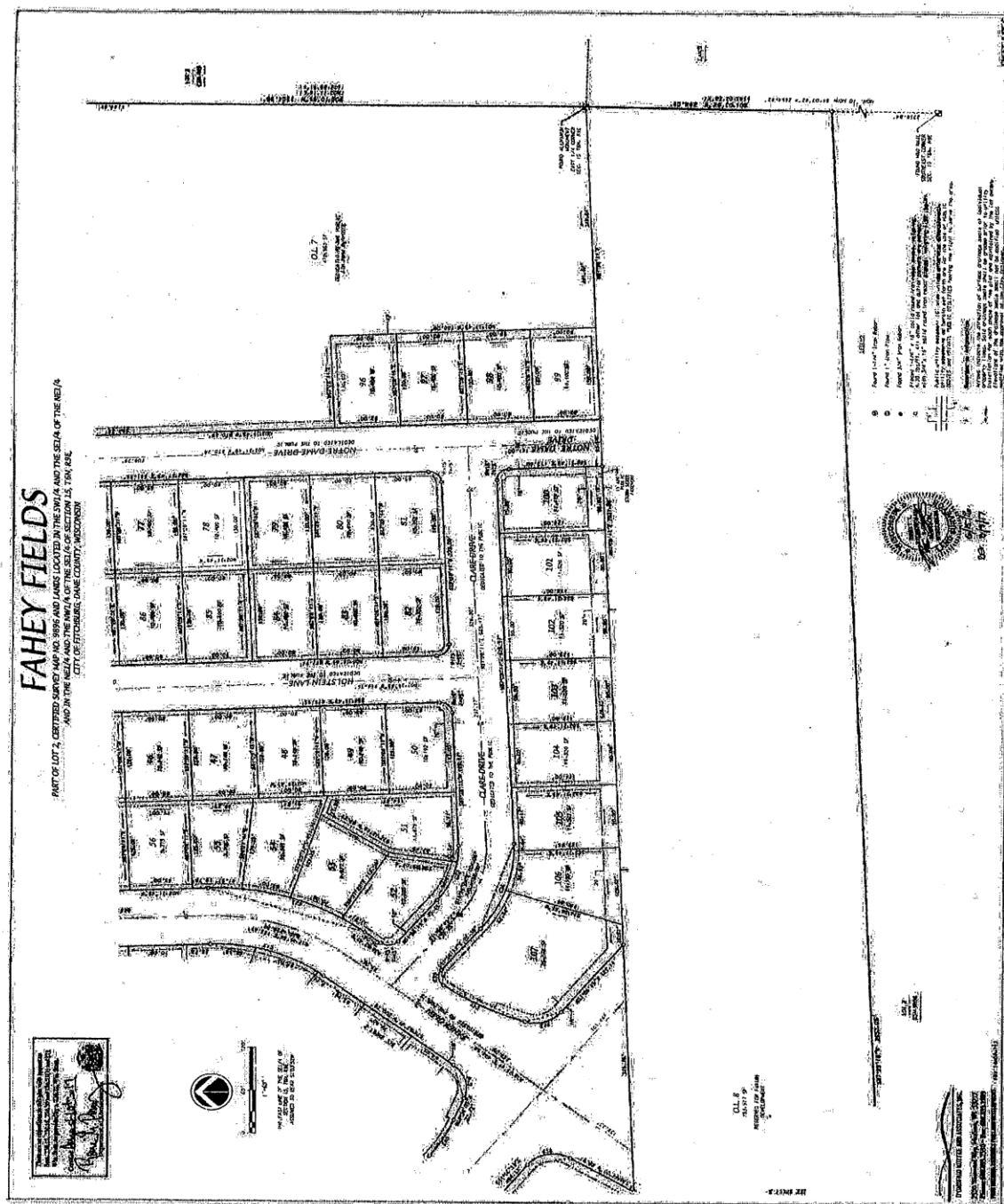


Exhibit #7

Declaration of Covenants and Restrictions

EXHIBIT B

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, Fahey Fields, City of Fitchburg, Dane County, Wisconsin.

Tax Parcel No.:

225-0609-151-5101-2 (Lot 1)
 225-0609-151-5112-2 (Lot 2)
 225-0609-151-5123-2 (Lot 3)
 225-0609-151-5134-2 (Lot 4)
 225-0609-151-5145-2 (Lot 5)
 225-0609-151-5156-2 (Lot 6)
 225-0609-151-5167-2 (Lot 7)
 225-0609-151-5178-2 (Lot 8)
 225-0609-151-5189-2 (Lot 9)
 225-0609-151-5200-2 (Lot 10)
 225-0609-151-5211-2 (Lot 11)
 225-0609-151-5222-2 (Lot 12)
 225-0609-151-5233-2 (Lot 13)
 225-0609-151-5244-2 (Lot 14)
 225-0609-151-5255-2 (Lot 15)
 225-0609-151-5266-2 (Lot 16)
 225-0609-151-5277-2 (Lot 17)
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 225-0609-151-5299-2 (Lot 19)
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 225-0609-151-6036-2 (Lot 26)
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 225-0609-151-6058-2 (Lot 28)
 225-0609-151-6069-2 (Lot 29)
 225-0609-151-6080-2 (Lot 30)
 225-0609-151-5351-2 (Lot 31)
 225-0609-151-5362-2 (Lot 32)



Exhibit #7**Declaration of Covenants and Restrictions**

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225-0609-151-6474-2 (Lot 74)
225-0609-151-6485-2 (Lot 75)
225-0609-151-6496-2 (Lot 76)
225-0609-151-6507-2 (Lot 77)



Exhibit #7**Declaration of Covenants and Restrictions**

225-0609-151-6518-2 (Lot 78)
225-0609-151-6529-2 (Lot 79)
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225-0609-151-6837-2 (Lot 107)
225-0609-151-5468-2 (Lot 108)

4841-6696-3534, v. 1



Exhibit #7

Declaration of Covenants and Restrictions

SECOND AMENDMENT TO COVENANTS AND RESTRICTIONS

In Re: Lots One (1) through One Hundred Eight (108),
Fahey Fields, City of Fitchburg, Dane County,
Wisconsin.

(collectively "the Subdivision").

WHEREAS, the Subdivision is currently subject to Declaration of Covenants and Restrictions recorded on October 19, 2017, as Document Number 5365885 ("the Covenants and Restrictions"); and

WHEREAS, the Covenants and Restrictions provide that the Covenants and Restrictions may be amended as provided therein; and

WHEREAS, the Covenants and Restrictions were amended by that certain Amendment to Covenants and Restrictions recorded on December 13, 2017, as Document Number 5377916; and

WHEREAS, the undersigned does hereby approve and enact the following amendment to the Covenants and Restrictions:

1. Each Lot Owner acknowledges that the United States Postal Service ("USPS") recently adopted requirements for the "mode of delivery" for mail service which includes using up to a four (4) mailbox cluster system instead of individual curbside mailboxes. The new USPS requirements will eventually phase out all individual curbside mailboxes, solely at the USPS's discretion. The up to four (4) mailbox cluster systems will be placed throughout the Plat as determined by the USPS. All maintenance, repair and replacement costs of the mailbox cluster system shall be the sole responsibility of the individual Lot Owners per their prorata share of each mailbox cluster system. However, if an individual mailbox becomes damaged or unusable, that individual Lot Owner shall bear all costs for repair and/or replacement. Each Lot Owner shall also bear all costs for repair and replacement resulting from the negligence or intentional acts of any such Lot Owner which damages any part of the mailbox cluster system.

2. The foregoing paragraph 1 is intended to apply to the single family residential Lots in the Plat and does not apply to the Lots in the Plat (1, 15, 16, 32, 107 and 108) that are zoned for multi-family uses.

3. In the event of any conflict between the terms of the Covenants and Restrictions and the terms of this Amendment, the terms of this Amendment shall control.

16029.140989-1vjj-140318bjb
Second Amendment to Covenants and Restrictions



KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5396953
03/22/2018 12:31 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 5

Return to and Drafted By:
Attorney Vernon J. Jesse
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038

Tax Parcel No. See Attached Exhibit A.

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Exhibit #7**Declaration of Covenants and Restrictions**

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4. Except to the extent revised herein, all of the terms and conditions of the Covenants and Restrictions shall remain applicable to all of the parcels within the Subdivision, as if fully set forth herein.

Dated this 19th day of March, 2018.

FAHEY LAND LLC
Developer

By:


David Fahey, Manager

STATE OF WISCONSIN

} ss.:

COUNTY OF DANE

Personally came before me, this 19th day of March, 2018, the above named David Fahey, Manager of the above-named limited liability company, to me known to be such person(s) and officer(s) who executed the foregoing instrument and acknowledge that they executed the same as such officer(s), by its authority, for the purposes therein contained.


VERNON J. JESSE
Notary Public, State of Wisconsin
My Commission: is permanent

16029,140989-1vjj-140318bjb
Second Amendment to Covenants and Restrictions



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Exhibit #7

Declaration of Covenants and Restrictions

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, Fahey Fields, City of Fitchburg, Dane County, Wisconsin.

Tax Parcel No.:

225-0609-151-5101-2 (Lot 1)
 225-0609-151-5112-2 (Lot 2)
 225-0609-151-5123-2 (Lot 3)
 225-0609-151-5134-2 (Lot 4)
 225-0609-151-5145-2 (Lot 5)
 225-0609-151-5156-2 (Lot 6)
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 225-0609-151-5178-2 (Lot 8)
 225-0609-151-5189-2 (Lot 9)
 225-0609-151-5200-2 (Lot 10)
 225-0609-151-5211-2 (Lot 11)
 225-0609-151-5222-2 (Lot 12)
 225-0609-151-5233-2 (Lot 13)
 225-0609-151-5244-2 (Lot 14)
 225-0609-151-5255-2 (Lot 15)
 225-0609-151-5266-2 (Lot 16)
 225-0609-151-5277-2 (Lot 17)
 225-0609-151-5288-2 (Lot 18)
 225-0609-151-5299-2 (Lot 19)
 225-0609-151-5310-2 (Lot 20)
 225-0609-151-5321-2 (Lot 21)
 225-0609-151-5332-2 (Lot 22)
 225-0609-151-6003-2 (Lot 23)
 225-0609-151-6014-2 (Lot 24)
 225-0609-151-6025-2 (Lot 25)
 225-0609-151-6036-2 (Lot 26)
 225-0609-151-6047-2 (Lot 27)
 225-0609-151-6058-2 (Lot 28)
 225-0609-151-6069-2 (Lot 29)
 225-0609-151-6080-2 (Lot 30)
 225-0609-151-5351-2 (Lot 31)
 225-0609-151-5362-2 (Lot 32)

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225-0609-151-5373-2 (Lot 33)
 225-0609-151-5384-2 (Lot 34)
 225-0609-151-5395-2 (Lot 35)
 225-0609-151-5406-2 (Lot 36)
 225-0609-151-5417-2 (Lot 37)
 225-0609-151-5428-2 (Lot 38)
 225-0609-151-5439-2 (Lot 39)
 225-0609-151-6100-2 (Lot 40)
 225-0609-151-6111-2 (Lot 41)
 225-0609-151-6122-2 (Lot 42)
 225-0609-151-6133-2 (Lot 43)
 225-0609-151-6144-2 (Lot 44)
 225-0609-151-6155-2 (Lot 45)
 225-0609-151-6166-2 (Lot 46)
 225-0609-151-6177-2 (Lot 47)
 225-0609-151-6188-2 (Lot 48)
 225-0609-151-6199-2 (Lot 49)
 225-0609-151-6210-2 (Lot 50)
 225-0609-151-6221-2 (Lot 51)
 225-0609-151-6232-2 (Lot 52)
 225-0609-151-6243-2 (Lot 53)
 225-0609-151-6254-2 (Lot 54)
 225-0609-151-6265-2 (Lot 55)
 225-0609-151-6276-2 (Lot 56)
 225-0609-151-6287-2 (Lot 57)
 225-0609-151-6298-2 (Lot 58)
 225-0609-151-6309-2 (Lot 59)
 225-0609-151-6320-2 (Lot 60)
 225-0609-151-6331-2 (Lot 61)
 225-0609-151-6342-2 (Lot 62)
 225-0609-151-6353-2 (Lot 63)
 225-0609-151-6364-2 (Lot 64)
 225-0609-151-6375-2 (Lot 65)
 225-0609-151-6386-2 (Lot 66)
 225-0609-151-6397-2 (Lot 67)
 225-0609-151-6408-2 (Lot 68)
 225-0609-151-6419-2 (Lot 69)
 225-0609-151-6430-2 (Lot 70)
 225-0609-151-6441-2 (Lot 71)
 225-0609-151-6452-2 (Lot 72)
 225-0609-151-6463-2 (Lot 73)
 225-0609-151-6474-2 (Lot 74)
 225-0609-151-6485-2 (Lot 75)

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225-0609-151-6496-2 (Lot 76)
 225-0609-151-6507-2 (Lot 77)
 225-0609-151-6518-2 (Lot 78)
 225-0609-151-6529-2 (Lot 79)
 225-0609-151-6540-2 (Lot 80)
 225-0609-151-6551-2 (Lot 81)
 225-0609-151-6562-2 (Lot 82)
 225-0609-151-6573-2 (Lot 83)
 225-0609-151-6584-2 (Lot 84)
 225-0609-151-6595-2 (Lot 85)
 225-0609-151-6606-2 (Lot 86)
 225-0609-151-6617-2 (Lot 87)
 225-0609-151-6628-2 (Lot 88)
 225-0609-151-6639-2 (Lot 89)
 225-0609-151-6650-2 (Lot 90)
 225-0609-151-6661-2 (Lot 91)
 225-0609-151-6672-2 (Lot 92)
 225-0609-151-6683-2 (Lot 93)
 225-0609-151-6694-2 (Lot 94)
 225-0609-151-6705-2 (Lot 95)
 225-0609-151-6716-2 (Lot 96)
 225-0609-151-6727-2 (Lot 97)
 225-0609-151-6738-2 (Lot 98)
 225-0609-151-6749-2 (Lot 99)
 225-0609-151-6760-2 (Lot 100)
 225-0609-151-6771-2 (Lot 101)
 225-0609-151-6782-2 (Lot 102)
 225-0609-151-6793-2 (Lot 103)
 225-0609-151-6804-2 (Lot 104)
 225-0609-151-6815-2 (Lot 105)
 225-0609-151-6826-2 (Lot 106)
 225-0609-151-6837-2 (Lot 107)
 225-0609-151-5468-2 (Lot 108)

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