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**Declaration of Protective Covenants and Restrictions
for the Silicon Prairie™ Business Park**

Return to:
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

Parcel Number

This Declaration, made this 4th day of March, 2003, by NEW WEI, L.L.C., its successors in interest or assigns (the “Developer”).

RECITALS:

A. The Developer is the owner of certain lands in the City of Madison, Dane County, State of Wisconsin, described as Lots One (1) through Seventeen (17) (individually a “Lot” and collectively the “Lots”) and Outlots One (1) through Two (2) (individually an “Outlot” and collectively the “Outlots”), Silicon Prairie™ Business Park Plat (the Lots and Outlots being collectively referred to as the “Development”).

B. The Development has been zoned SM Specific Manufacturing District pursuant to the City of Madison General Ordinances.

C. The restrictions in effect for the SM Specific Manufacturing District are set forth on Exhibit A (which restrictions, as they may change from time to time due to the amendment of the zoning ordinances that govern the SM Specific Manufacturing District, are referred to in this Declaration as the “Zoning Restrictions”).

D. The Silicon Prairie™ Business Park Plat (the “Plat”) is hereby attached to

this document as Exhibit B.

E. The Developer desires to subject the Development to the conditions, restrictions, covenants and reservations set forth below, which shall encumber the development of each Lot, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

NOW THEREFORE, Developer declares that the Development and each Lot thereof shall be developed, used, held, sold, and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which shall inure to the benefit of, and encumber the Development and each Lot thereof, and run with the land, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

ARTICLE I STATEMENT OF PURPOSE

The general purpose of this Declaration is to help assure that the Development will become and remain an attractive place to do business; to insure the most appropriate improvement of each Lot; to guard against the erection thereon of poorly designed or poorly proportioned structures; and to promote and maintain the highest and best uses of the lands commensurate with the zoning and use classifications and demographics of this Development.

ARTICLE II GOVERNMENTAL RESTRICTIONS

This Development is subject to existing zoning and use restrictions imposed by the City of Madison, including, without limitation, the Zoning Restrictions and all provisions of the Madison General Ordinances, as well as other statutes and regulations imposed by any other governmental units (which Zoning Restrictions, other ordinances, statutes and regulations are collectively referred to in this Declaration as the "Government Restrictions"). The Developer recognizes that the Zoning Restrictions control, in large part, the nature and use of the lands within the Development. The Zoning Restrictions may be changed by the City of Madison as the result of amendments to the ordinance that creates and governs the SM Specific Manufacturing District. The Developer, so long as it owns any interest in any Lot, may unilaterally petition for a rezoning change or termination. Any other owner of the fee simple interest (or, in the case of a land contract, a vendee's interest) in a Lot (individually an "Owner" and collectively the "Owners") may petition the City of Madison to change or terminate any of the Zoning Restrictions only if such petition has been signed by not fewer than the Owners of at least 75% of the Lots and, if Developer then owns any interest in any Lot, by the Developer. If there is any conflict between any restriction set forth in this Declaration and any Government Restriction, the more restrictive restriction shall apply.

All Owners acknowledge the City of Madison may require, prior to issuing a building permit for any improvements upon any Lot, that the Owner of the Lot grant easements, if

none are in existence already, along the side lot lines for a distance of six feet (6') from the edge of the property towards the inside of the Lot, to the City of Madison, to other public utilities, and to the Developer as necessary for drainage and stormwater purposes, for the placement of underground pipes, wiring, cables, conduits and other utility facilities and equipment, and for heating and cooling supply lines.

The Developer and all Owners are hereby on notice that the Common Council retains the ability to rezone properties to carry out the recommendations of its adopted plans, and to accomplish the plan's objectives.

ARTICLE III DEVELOPER AND ARCHITECTURAL CONTROL COMMITTEE APPROVALS

3.01 Establishment, Duties, Membership.

(a) **Creation.** There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.

(b) **Composition.** The Committee shall consist of five (5) persons. Four of the members (the "Developer Appointees") shall be appointed by Developer and shall include one licensed architect, one licensed landscape architect, one licensed engineer with experience in storm water management, and the Developer or its designee. The fifth member (the "City Appointee") shall be the Director of the City of Madison Department of Planning and Development or the designee of the Director. All Developer Appointees shall serve at Developer's pleasure until such time as all Lots in the Development have been fully improved. At such time as all Lots subject to this Declaration have been fully improved, the Committee shall cease to exist. In the event of any temporary or permanent vacancy in any Committee seat held by a Developer Appointee prior to the date on which all Lots in the Development are developed and the Committee is abandoned, Developer shall, within thirty (30) days of the vacancy, appoint a new member to fill the vacancy on the Committee. In the event of any vacancy in the Committee seat held by the City Appointee, the Director of the City of Madison Department of Planning and Development shall within thirty (30) days of the vacancy, appoint a new member to fill the vacancy on the Committee. If the City Appointee position on the Committee is vacant due to the failure of the Director of the City of Madison Department of Planning and Development to appoint a new member, the Director, or Acting Director if there is no actual Director, shall be deemed to be the member for purposes of approval. A member of the Committee may resign by submitting a written resignation to the Developer in accordance with Section 3.04.

(c) **Duties.** No improvements of any kind or nature, including, but not limited to, buildings, outbuildings, parking lots, walls, landscaping or fences, shall be constructed or erected upon a Lot, and no exterior alterations shall be made to any of the improvements unless, and until complete plans and specifications for the proposed improvements as set forth in Section 3.02, and the Performance

Insurance as set forth in Section 3.07, (the "Plan" or "Plans") shall have been submitted to the Developer and approved by the Developer and the Committee in writing. The Developer and the Committee may grant approval, grant approval with conditions, or deny with reasons, within thirty (30) days after delivery of the Plans to Developer. If the Developer or the Committee fails to grant approval, in writing, within the thirty (30) day period, the Developer's or the Committee's approval, as the case may be, shall be deemed to be denied. The thirty (30)-day period shall not begin until five (5) complete sets of Plans have been received by the Developer to review, and shall not commence until all of the Plans have been submitted.

(d) Committee Procedure. Following submission of Plans to the Developer in the manner provided in Section 3.04, the Developer shall have the right to approve or disapprove of the same. If the Developer approves the Plans, or approves of the Plans subject to conditions, the Developer shall forward one set of the Plans to each member of the Committee for review. Each member of the Committee shall communicate in writing to Developer such member's approval, disapproval or approval subject to conditions. Failure of any committee member to respond to Developer within seven (7) days of the date a set of Plans has been delivered by Developer to such member shall constitute approval by such member. The Committee shall act by a majority of its members. If approval by a majority of the Committee members is subject to conflicting conditions, Developer shall have the option of negotiating a settlement, in writing, of the conflicts with the Committee members or of calling a meeting of the Committee, or the conflicting members, to resolve the conflict, if necessary.

(e) Review fee. The Developer Appointees who are the licensed architect, licensed landscape architect and licensed engineer shall be entitled to compensation at their customary hourly rates for time reasonably spent reviewing any Plans submitted to them. Each Owner submitting Plans to the Committee for review shall pay to the Committee, at the time of submission, funds equal to the estimated cost of review.

3.02 Plans and Documents. The Plans to be submitted to the Developer for delivery to the Committee shall include, at a minimum:

- (a) Plans and specifications showing building construction details, to scale, showing dimensions and square footages, of all proposed:
- (i) buildings, roof mounted equipment, walls and fences,
 - (ii) loading docks, overhead doors and service entrances,
 - (iii) parking lots, flag poles, fountains, works of art, bike racks, and outbuildings,
 - (iv) sidewalk, entry, and driveway locations,
 - (v) building setbacks and other improvements,

- (vi) proposed elevations, to scale, of all structures, colors, building materials, and screening to be used.
- (b) A detailed site plan, to scale, showing both existing and finished grades, and showing the location of all:
 - (i) existing lot lines and easements,
 - (ii) trees and vegetation, with species and size noted,
 - (iii) proposed improvements, including any future expansions,
 - (iv) site lighting with height, spacing, design and illumination characteristics,
 - (v) all proposed signage and informational structures,
 - (vi) locations of all proposed and existing utilities including sanitary and storm sewers, water, electric, gas and telephone,
 - (vii) locations of all proposed connections, transformers, meters, boxes, and switch fuse units.
- (c) Construction details and site plans, to scale, showing all:
 - (i) erosion control measures to be used both before, during and after construction, and
 - (ii) permanent stormwater solutions, to include, but not be limited to: infiltration trenches, rain gardens, detention and retention structures, basins, ditches, swales, and ponds.
- (d) Landscaping Plans to scale, showing all:
 - (i) existing vegetation and size and species of trees, and
 - (ii) proposed plantings, showing locations, sizes, and species.
- (e) Performance Insurance as set forth in Section 3.07 below.
- (f) Such other materials, samples, and plans as the Developer, or the Committee, may deem necessary in order to render their decision.

3.03 Developer Rejection. The Developer and Committee shall each have the right to reject any Plans which, in the judgment and sole opinion of the Developer or the Committee, as the case may be:

- (a) Do not conform to any of the covenants or restrictions in this Declaration;
- (b) Are not desirable for aesthetic reasons;
- (c) Do not conform to the general purposes of this Declaration;
- (d) For any reason lack merit or are objectionable as business park neighbors; or

(e) Are incomplete, lacking in sufficient detail, or inadequate in any respect, including a failure to provide the Performance Insurance as set forth in Section 3.07 below.

3.04 Developer Address of Record. Until such time as notice is recorded of a change of address, all plans, applications for approval, and requests of any nature, or for any reason, should be sent to the Developer at:

Kurtis D. Welton, President
NEW WEI, L.L.C.
P.O. Box 44580
Madison, WI 53744-4580

3.05 Developer and Committee Liability. Neither the Developer, nor any of its staff or employees nor the Committee or any of its members, nor the City of Madison, its staff, its employees, or commission members, shall be liable for damages to any party submitting a request for approval, or liable for damages to any Owner of any Lot by reason of:

(a) Any action, failure to act, approval or lack of approval with regard to any such requests;

(b) The construction or performance of any work, whether or not pursuant to approved plans or specifications;

(c) The failure of any Plans approved by the Developer and/or the Committee, or improvements constructed pursuant to such Plans, to comply with any applicable Government Restrictions;

(d) The development of any property within the Development; or

(e) The use of the Performance Insurance as set forth in Section 3.07 below.

3.06 Variances. The Developer and the Committee shall have the power and absolute discretion to authorize a variance from any of the requirements contained within this Declaration if it finds that the strict application thereof would, in its sole discretion and opinion, cause difficulties or undue hardships to any Owner, or for any other reason.

3.07 Performance Insurance. With respect to any improvements to be constructed upon an undeveloped Lot, each Owner shall deliver to the Developer, coincident with its submission of Plans, a Letter of Credit (the "Insurance") in an amount equal to Twenty Percent (20%) of the cost of all improvements shown on the Plans, including landscaping. The Insurance shall be released back to the Owner when the substantial completion of all improvements, in accordance with Developer approved Plans, is reasonably satisfactory to the Developer. If the Owner fails to build its project

in accordance with the Plans that have been approved, the Developer may use the Insurance to correct deficiencies, augment landscaping or screening, or otherwise complete the improvements as shown in the Plans with the cooperation of the Owner. If the Owner does not cooperate with the Developer in allowing these uses of the Insurance, the Developer may use the funds elsewhere in the Silicon Prairie™ Business Park Plat or keep them as liquidated damages.

3.08 Termination of Committee Approval Rights. At such time as all Lots within the Development have been fully improved, the Committee shall have no further rights to approve or disapprove of any Plans or to grant variances under this Article III or under Articles IV and V. The Developer's rights to approve or disapprove any Plans, or grant variances shall continue.

ARTICLE IV DESIGN OBJECTIVES

4.01 General. The design objectives for all building architecture and site layout within the Plat are to create an attractive setting for industrial and manufacturing uses in accordance with City of Madison Zoning Codes, and for the development of a business park that sets high standards for quality and excellence in building design and site layout. Individual projects are encouraged to display creativity and unique identity. A harmonious blend of all projects will be a desirable goal for the total business park development, as well as immediate neighbors of the Development. The ultimate goal will be the creation of a business park with a unique and enduring design, and which makes a statement of functionality and integrity within the requirements of the applicable ordinances.

4.02 Design Guidelines. The following guidelines for design will be used to evaluate the aesthetic appropriateness of any particular building project. The intent of these guidelines is to establish a level of quality that will assist in the preparation of plans and serve as a guide for the approval of Plans by the Developer and the Committee.

(a) The exterior of a building shall not be unsightly or offensive in its massing, fenestration, color, materials, or the combination of these elements.

(b) All building facades and elevations should be designed to be harmonious with each other, visually pleasing, and architecturally compatible in design. Each building shall exhibit a coordinated design that incorporates all architectural elements in an aesthetic relation to each other, including but not limited to the windows, rooflines, horizontal and vertical lines, soffits, fenestrations, and structural mass; expressing a clear relationship to the purpose they serve and a harmony in scale with the building and site plan as a whole.

(c) All structures should exhibit design principles of composition, detail, proportion, rhythm, scale and unity within the architectural design of all exterior facades, to achieve design integrity and coherence.

(d) All exterior materials, finishes, and designs of proposed buildings are subject to Developer and Committee approval. The following list is not exhaustive, but should give an indication of the substance and quality of the materials that will be looked for, and are recommended by, the Developer and the Committee.

(i) Masonry, including natural or cut stone (ashlar), brick, and tile.

(ii) Concrete, including cast-in-place or pre-cast concrete with an architectural finish. When using concrete as an exterior surface the designer should be careful to avoid a monolithic or monotonous appearance, and the use of various textures, colors, and accents will be encouraged. Architectural finishes can include:

1. exposed aggregate, properly sealed;
2. integrated coloring systems;
3. painted or stained surfaces, properly prepared;
4. sandblasted surfaces, properly sealed;
5. scored, pre-formed, or revealed accent bands.

(iii) Glass, including clear, tinted or reflective and attached using the following systems:

1. framed glass curtain wall systems;
2. framed doors, windows, and skylights;
3. framed glass “storefront” systems;
4. framed “spandrel” panels.

(iv) Metal, including corrosion resistant siding, copings, fascia, soffits, column enclosures, trim, canopies, and roofing. When using metal as an exterior surface the designer should be careful to avoid a monolithic or monotonous appearance, and the use of various textures, colors, and accents will be encouraged. If metal is used on the exterior face of a building, it will be used judiciously, and the use of any type of prefabricated metal building is highly discouraged.

(v) EIFS systems are highly discouraged, and may only be used in absolutely necessary applications. If used, extra care and design efforts will be required to prove to the Developer and the Committee that the building envelope integrity will have the long-term ability to withstand the extreme temperature and weather variations and conditions that are common in the Madison, Wisconsin area. Plan details regarding the flashing, structural supports, strength of materials, attachment systems, adjacent surfaces and their water runoff characteristics will all be scrutinized for engineering and structural design soundness and their long-term ability to withstand sun, mold, insect, bird, animal, ice, water and other weather condition damage.

4.04 Landscaping. All landscaping plans within the Plat should take into account the rural surroundings of the area and preserve, where possible, natural open spaces. Through the intelligent use of existing topographic and environmental features and the creation of “quiet places” the landscape plan should enhance the quality of the Development. The following are minimum landscape design requirements that will serve as a quantifiable design standard for the Developer and the Committee in the approval process, as well as the designer in the creation process. The primary goal will be to create a lush landscaped environment that will grow into a valuable and pleasing part of the environment in the Development and reflect, in part, a native Wisconsin oak opening habitat. Professional assistance in choosing the proper combination of plant varieties and arrangements is available from many sources. See the suggested list attached below labeled **Suggested Plant Consultants**.

Certain plant species shall not be allowed due to their invasive and noxious nature. Invasive plants have become recognized in recent years as a major threat to the integrity of landscaped areas. These species have the ability to invade natural systems and proliferate, often dominating a community to the detriment and sometimes the exclusion of native species. Invasive species can alter natural ecological processes by reducing the interactions of many species to the interactions of only a few species. Invasive species may also prey on or hybridize with natives. Invasive species often lack natural predators and diseases which control populations in their native environments. As the diversity and populations of native plants decrease, so does the variety of habitats available for wildlife. Therefore plants listed on the attached **Invasive Plant List** will not be allowed.

Landscaping plans will be evaluated in their entirety; however, the following standards are the minimum landscaping requirements for each Lot.

(a) One healthy growing tree, with a trunk diameter of not less than 2” measured at the top of the root ball, for every 100 feet of site perimeter. One third of all the trees planted, at a minimum, shall be native to the original prairie habitat and appropriate to the solar, hydrologic and soil characteristics of their site.

(b) The front yard shall contain at least 30% of all trees, and one shrub with a minimum circumference of branches when planted of 15” for every 25 feet of public street frontage. One-half of these shrubs shall be native prairie plantings appropriate to the solar, hydrologic and soil characteristics of their site, and may be exempt from the 15” circumference requirement as long as they are mature healthy plants with proper form and shape to their species. The remainder of the landscaping shall have a number of shrubs equal to at least half the number in the front yard.

(c) All waste containers, electrical transformers or generators, utility boxes, pedestals or enclosures, and storage areas must be screened with a combination of opaque materials architecturally similar in appearance to the main structures and/or landscaping. The Developer and the Committee shall approve this screening plan.

(d) Open spaces shall be planted with permanent grasses or groundcovers, shrubs and trees where appropriate, and perennial and annual flowers. Groundcover, perennial flowers, and some grasses (especially native prairie grasses and flowers appropriate to the solar, hydrologic and soil characteristics of their site) may be able to take the place of shrubs in the overall scheme of the landscape plan.

(e) Finished grades on-site must tie in to street curb grades, berms and swales as shown on the Plat and the master stormwater control plan on file with the City of Madison Engineer as approved by the City of Madison.

(f) When planning for plantings near lot lines and adjacent to streets, special care must be taken to avoid long-term problems associated with underground utilities, easements for storm water control, bike paths, or other issues that might arise with neighboring Owners and their use and maintenance of their property.

(g) All areas of Lots not improved shall be landscaped in accordance with Section 4.04(d), provided, however, that the foregoing requirement shall not apply to Lots held by the Developer for resale or other development.

4.05 Landscaping Design. The following guidelines are suggestions that the Developer and Committee will look to in its evaluation and approval process, and should serve as design criteria for proposed projects.

(a) Open space plantings should include combinations of two or more of the following: shrub masses, large shade trees, ornamental and fruit trees, evergreens, flowers and groundcovers in well defined planting beds. Large boulders, fountains, benches, tasteful sculptures and statues, as well as other artistic forms are to be encouraged in open spaces to provide places for employees to relax and enjoy their breaks.

(b) Foundation plantings should include similar massings as described in (a) above, but should be mindful of the building itself when considering size, orientation, and maintenance requirements.

(c) The landscape design should help define both the vehicle and pedestrian uses of the Property, should serve to accentuate the entrances, relate buildings to the street and sidewalks to improve and encourage pedestrian access, beautify the signage, and enhance the break and rest areas of the site. Care should be taken to assure that landscaping does not interfere with traffic vision on corner sites and at driveway entrances.

(d) The landscape and architectural designs should complement each other and can be used to buffer necessary but visually undesirable elements of the project (electrical transformers, waste containers, storage areas, etc.).

4.06 Other Design Restrictions and Considerations. The following restrictions and considerations shall apply to all Lots in the Plat:

(a) The Developer and Committee shall have the right to designate those portions of the site that may or may not be used for storage, and the style, nature and extent of screening that may be required.

(b) Side yard requirements and setback requirements shall be as prescribed in the Zoning Restrictions but pertain solely to the building site and not necessarily to individual Lots. It is understood that the scope of some projects may include multiple Lots or reconfigurations of platted Lots.

(c) Stormwater drainage control is essential to the maintenance of value in and amongst the various projects, and therefore no structure, plantings, storage, or other materials may be placed or permitted to remain within any easement of record, or within any drainage swale, which may alter or change the direction or flow of water within the easement or swale. Easements, rain gardens and swale areas shall be maintained continuously by the Owner for the maximum efficiency and usefulness for which they were intended, unless any public utility or other entity is responsible for their upkeep, in which case the Owner shall be responsible for notifying the other entity of any necessary maintenance that is not adequately performed. No Lot(s) may be developed or grades changed which result in the flooding, erosion, or sedimentation of adjacent properties. All stormwater runoff shall be properly channeled into storm drains, swales, storm water storage areas, rain gardens, or other stormwater management facilities. Alternative stormwater management practices, such as rain gardens and infiltration swales and trenches, are highly encouraged to minimize downstream runoff.

(d) Temporary structures are not allowed in the Development except for the use of a construction trailer during the construction of a building or structure. If an Owner desires to erect a tent for temporary recreational, educational, sales or promotional activities, it must seek the approval of the Developer if it is to remain in place for more than three days.

(e) Building signage that is tasteful, appealing, and artistic is encouraged, but in all cases must be approved by the Developer in advance of its construction. Approval of signs by the Developer and the Committee is the first step in a process that may also include the necessary approval and permitting of the City of Madison, Dane County, and other governmental units depending on size and location. Pylon signs and above roof graphics are forbidden. Ground

signs consisting of architecturally designed and visually pleasing materials matching the building exterior are encouraged.

(f) Lighting shall be installed in accordance with the Plans approved by the Developer and the Committee. Exterior lighting of buildings and grounds should be designed and be of such controlled focus and intensity so as not to unreasonably disturb the Owners of adjacent Lots, and to avoid, as much as possible, the indiscriminate illumination of the sky.

(g) The Plans must provide vehicular access along at least one side of the building to the rear yard, unless the rear yard abuts a public street or alleyway with access therefrom.

(h) All parking lots and driveways shall be constructed of asphalt or concrete.

4.07 Construction Deadline. Construction of any structures or other improvements on a Lot, once commenced, shall be diligently pursued to their final completion, and no delays in construction longer than thirty (30) days shall be allowed, subject to delays occasioned by acts of God, weather, seasonal considerations, casualty, war, civil disturbance, shortage of materials, strike, government restriction, or other reasons not within the control of the Owner.

ARTICLE V USE RESTRICTIONS

5.01 Refuse Disposal. Refuse Disposal shall be in sanitary containers, screened from public view in a fashion approved by the Developer and the Committee. No Lot or any part of a Lot may be used for the dumping or storage of rubbish, trash, garbage, building materials, yard waste (leaves, grass clippings or debris), rocks, earth or other waste materials except as set forth above. No trash, building materials, rubbish, garbage, yard waste (leaves, grass clippings or debris), rocks or earth may be placed on any Outlot.

5.02 Antennae. To the extent permitted by law, antennae or antennae systems are strictly forbidden without the express written authorization of the Developer and Committee. This restriction includes exterior television, radio receiving or transmission antennae, satellite signal receiving dishes, cellular or digital telephone antennae systems, and microwave radio towers, dishes, or antennae.

5.03 Alternative Electrical Generation Systems. Alternative energy systems incorporating unique design, high efficiency, low impact on the environment, renewable resources and energy saving features are encouraged, but any electrical generating systems, especially solar or wind powered, that are visible from the ground or adjacent properties will require the express written authorization of the Developer and the Committee. Any permission granted will take into account the profiles, shadows, sun reflections, noise, vibrations, and the other visual, physical and psychological effects said

systems may have upon neighboring properties, their occupants and manufacturing systems, the general public, and public rights-of-way. Input from stakeholders who may, in the opinion of the Developer and the Committee, be affected by the installation of any of these alternative energy systems may be solicited before any decisions are made. In the event that the Developer installs a central plant for the entire Silicon Prairie™ Business Park individual Owners may be required to obtain their heating and cooling supply from the Developer. Central plants offer the opportunity for greatly improved efficiencies, on-site electricity generation with thermal recovery, and load control such as thermal storage. The aggregation of the campus to a single electric service also allows the lowest possible electricity and gas utility prices, saving money and increasing reliability.

5.04 Maintenance. Maintenance of buildings, landscaping, stormwater control structures, parking lots, storage areas, and grounds shall be the responsibility of Owners from the date of their acquisition of the property throughout their period of ownership. The minimum standard of care shall be a clean, sanitary, aesthetic and presentable condition at all times, whether or not improvements to the property have taken place.

5.05 Animals. Animals are strictly forbidden in the Development. This includes the raising, breeding, or keeping of any animals, livestock, or poultry of any kind. No animal barns, houses, enclosures, vivariums, or pens shall be placed on any lot. Nothing in this restriction is intended to forbid the occasional visit of domesticated pets accompanying their owners to their place of business, the walking of domesticated pets on pedestrian paths, or the use of Seeing Eye dogs by the blind.

5.06 Nuisances. Nuisance activities are not allowed in the Development. This includes noxious, annoying or offensive activities that may have a detrimental effect on the value of other Lots, the performance of business activities, or the maintenance of a safe and productive working environment and workforce.

5.07 Storage. Storage shall be limited to materials used in business operations, the manufacturing process on-site, or to finished products not yet shipped to their final destination, will be temporary in nature, and will require the prior approval of the Developer. No inoperable, dilapidated or junked vehicles or equipment of any kind may be kept upon any Lot except within a fully enclosed building.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.01 Amendment by Owners. This Declaration may be amended at any time by an instrument duly executed by the Owners of at least 75% of the Lots. If the Developer at the time of the proposed amendment holds any interest in any Lot or if any Lot in the Development is not fully improved, no such amendment shall be effective unless executed by the Developer. Developer's approval may be withheld at its sole, absolute and unrestricted discretion. Any amendments executed pursuant to this Section 6.01 shall take effect only upon recording. Any amendment of Section 3.01 that would

eliminate the right of the Director of the City of Madison Department of Planning and Development to appoint the City Appointee to the Committee, or that would dilute the City Appointee's power on the Committee and any amendment of Article II, shall also require the approval of the City of Madison.

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

6.03 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot.

6.04 Expansion. The Developer, its successors or assigns, shall have the right, but not the obligation, to bring within and subject to this Declaration, at such times and such stages as Developer in its sole discretion shall determine, additional lands that are contiguous to the Development, by executing and recording with the Register of Deeds of Dane County amended or supplemental declarations of covenants and restrictions with respect to the additional property. Such additional lands shall, upon the recording of such amended or supplemental declarations, be deemed a part of this Development. Under no circumstances shall this Declaration or any amended or supplemental declaration bind the Developer, its successors or assigns, to make any additions.

6.05 Attorneys' Fees. If any suit of action is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorney's fees from the other party.

6.06 Term. This Declaration shall continue and remain in full force and effect at all times with respect to all property, and each party thereof, now or hereafter made subject thereto (subject however to the right to make Amendments hereto), until January 1, 2020. However, if, within one (1) year prior to January 1, 2020, unless there shall be recorded an instrument directing the termination of these Covenants signed by Owners of not less than 75% of the Lots then subject to these Covenants, as in effect immediately prior to the expiration date, they shall be continued automatically for an additional period of twenty (20) years and thereafter for successive periods of twenty (20) years unless within one (1) year prior to the expiration of any such period, the Covenants are terminated as set forth herein.

6.07 Enforcement. The Developer, the Committee, or any Owner, shall have the right to enforce by any proceedings at law or in equity any and all restrictions, conditions, covenants, and regulations herein. Failure to enforce shall not be deemed a waiver of any right to enforce in the future.

6.08 Assignability of Developer's Rights. The Developer shall have the right, by recording a written instrument of assignment, to assign all of its rights to act as "Developer" under this Declaration to any other person, in which case upon recording of

Suggested List of Plant Consultants

Watts Landscape, Inc. specializes in consultation on landscape development, management plans and site evaluation. They are available for landscape and environmental design, site planning, developing management plans and landscaping plans, and doing consultations on native landscapes. They can provide consultation for site analysis and site preparation as well as contract for seeding, planting, grading, wall systems, walkways, paths and eco-system maintenance. Contact: David Watts, Landscape Architect. 3570 Pioneer Road, Verona, WI 53593 (608) 833-3535.

Agrecol carries over 120 species of native (upper Midwest genotypes) grasses and wildflowers for prairies, savannas, wetlands, and woodlands. Seeds, mixes, and container plants - wholesale only. Contact Steve Banovetz, 2918 Agriculture Drive, Madison, WI 53718. (608) 226-2544. Fax: (608) 223-3575. steveb@agrecol.com. www.agrecol.com.

Brian Bader provides consulting services for prairie, savanna, and woodland restoration. He develops comprehensive management plans, coordinates planting and site preparation, and advises on propagation needs. Contact: Brian Bader, 1913 Sachtjen Road, Madison, WI 53704. (608) 243-7871.

BioLogic Environmental Consulting, LLC specializes in the inventory, assessment, restoration, planning, and management of forests, grasslands, wetlands, and other ecosystems. Restoration services include site evaluation, species selection, site preparation, and planting and management guidelines. Contact: Michael Anderson, 2505 Richardson Street, Madison, WI 53711-5474. (608) 277-9960. biologic.chorus.net.

Bluestem Farm provides consultation, plants and services primarily in the Baraboo area. No mail order. They specialize in custom propagation of difficult species, including orchids. Contact: Martha Barrett and Scott Weber, S5920 Lehman Road, Baraboo, WI 53913. (608) 356-0179.

CRM Ecosystems, Inc./Prairie Ridge Nursery has prairie, wetland, and woodland seeds and plants. They are also available for consulting, planning, planting and management services (including invasive plant control and prescribed burns) for projects of all sizes. Contact: Joyce Powers, 9738 Overland Road, Mt. Horeb, WI 53572. (608) 437-5245. Fax: (608) 437-8982. prairieridgenursery.com (and) crmecsystems.com. crmeco@chorus.net.

Barbara Delaney is a botanist/plant ecologist with 15 years experience working with vegetation mapping and rare species inventories. She does ecological assessments on large or high-quality sites--providing written summaries and species lists that describe habitat types, casual or technical reports, assessment of restoration priorities, development of plans/procedures, and review of restoration projects. Contact: Barbara Delaney, 1038 200th St., Dresser, WI 54009. (715) 294-3635. www.scc.net/~bdelane. bdelaney@scc.net.

Roy Diblik specializes in utilizing native plants in urban settings. Contact: Roy Diblik, Box 95, Springfield, WI 53176. (262) 248-8229.

Foth and Van Dyke has services that include planning of reclamation and restoration of native plant communities. Contact: Bruce Woods, Foth and Van Dyke, Park West, Suite 400, 406 Science Drive, Madison, WI 53711. (608) 238-4761. Fax: (608) 238-4633.

Inner-Coastal Ecological Services (ICES) conducts natural area and right-of-way inventories of flora specifically, and fauna as required. ICES utilizes GIS and CAD software to map this information, enabling tracking and planning. ICES designs, installs, and maintains native plant community restorations and manages other natural areas. ICES also contracts for seed and plant materials and conducts ecological research. Contact: Michael Ulrich, 330 W. Lakeside St., Madison, WI 53715. (608) 280-0922

Suggested List of Plant Consultants – Page Two

Kettle Moraine Natural Landscaping specializes in locally gathered prairie seed from east central Wisconsin. They do consulting, provide custom seed mixes, and have experience with residential, school, and commercial sites. Contact: Connie Ramthun, W996 Birchwood Drive, Campbellsport, WI 53010. (262) 533-8939.

Little Valley Farm carries both seeds and plants of many native grasses, forbs, shrubs, trees and vines. Contact: Barbara Glass, Route 3, Box 544, Snead Creek Rd, Spring Green, WI 53588. (608) 935-3324.

Ronald Martin provides consultation for prairie, woodland, and habitat restoration, site analysis, site preparation, seeding and maintenance. He provides hands on management of invasive species and equipment and insurance for controlled burns. Contact: N1020 Vinnie Ha Ha Road, Ft. Atkinson, WI 53538. (920) 563-3165.

Matson Land Restoration Initiatives provides hands-on management and maintenance of prairies, savannas, woodlands and wetlands and can aid as a laborer for prescribed burns. Contact: Christopher Matson, P.O. Box 292, Galesville, WI 54630. (608) 582-4345. biocrow@hotmail.com.

Mead and Hunt, Inc. does planning, analysis, and construction supervision on wetlands, floodplains, and shores. Contact: Perry Rossa, Environmental Scientist/Wetlands, Mead and Hunt, Inc., 6501 Watts Road, Suite 101, Madison, WI 53719. (608) 273-6380.

Midwest Land and Culture, Inc. specializes in consultation on landscape development, management plans and site evaluation. Contact: Cathie Bruner, 216 N. Dickinson St., Madison, WI 53703. (608) 250-2545.

Midwest Prairies LLC provides consultation for prairie, woodland, and habitat restoration, site analysis, site preparation, seeding and maintenance. Native transplants and seed are available for local customers. They provide hands-on management of invasive species and does prescribed burns. Contact: Ronald Martin, N1020 Vinnie Ha Ha Road, Ft. Atkinson, WI 53538. (920) 563-3165. (902) 563-3181. midwest@compufort.com. www.midwestprairies.com.

Susan B. Murray is available for landscape and environmental design site planning, developing management plans and landscaping plans, and doing consultations on native landscapes. Contact: Susan Murray, Landscape Architect, ASLA, 1230 Bowen Court, Madison, WI 53715. (608) 255-9006. Fax: (608) 255-8661.

Oak Prairie Farm produces certified native prairie seed and also performs consultation and installation services. Contact: Jim Heinrich, W4642 Highway 33, Pardeeville, WI 53954. (608) 429-3882.

Prairie Enthusiasts is a non-profit membership organization of persons interested in identifying, protecting and managing native prairies. They can provide consultation and management services, including prescribed burning. Members may become active in a wide range of prairie surveys, management, restoration and education projects. Contact: Gary Eldred, 4192 Sleepy Hollow Trail, Boscobel, WI 53805. (608) 375-5271. www.prairie.presenter.com.

Prairie Hawk Restorations, Inc. consults on oak savannas and prairies and provides management services including brush and tree removal, herbicide treatment, and prescribed burns. They do planting with a no-till drill. Contact: David Lowe, 205 E. Merrimac St., Dodgeville, WI 53533. (608) 935-9586. phr@mhtc.net.

Prairie Nursery has both seeds and plants of many native prairie species, as well as some wetland and woodland seeds and plants. They provide an array of consulting services, including: site evaluation, planting design, site preparation, planting and post-planting management (including prescribed burning) for

sites of all sizes. Contact: Neil Diboll, PO Box 306, W5856 Dyke Ave., Westfield, WI 53964. (608) 296-3679. www.prairienursery.com

Suggested List of Plant Consultants – Page Three

Red Buffalo Prairie Restorations provides prairie and savanna seed for plants of the Wisconsin driftless area, as well as consultation, land management, and brush and tree clearing for restorations or remnants, always with an eye for aesthetics. Experience in controlled burning. Contact: Greg Nessler, Rt. 1, Box 133A, Viola, WI 54664. (608) 627-1376. prairienurse@hotmail.com.

S & S Wildflowers specializes in seed and plants of prairie forbs. They also produce some plants of native grasses and some wetland forbs. They sell wholesale and retail out of their nursery and can do small plantings. Contact: Patrick Stollfus, W4401 Hwy 33, Pardeeville, WI 53954. (608) 429-3188).

Savanna Springs Nursery carries woodland, wetland, prairie and savanna seeds, plugs and potted plants. They can plant with no till or drill. They also work on remnants. Contact: Dave Wisnefske, W4634 Richland Road, Monroe, WI 53566. (608) 325-4606. savanasp@utelco.tds.net. personalpages.tds.net/~savanasp/nursery.htm.

Second Nature Landscapes provides ecological restoration and consulting services. They have a restoration ecologist and landscape architect on staff. Services they provide include site analysis, restoration and land use planning, planting and management plans, and landscape design. Contact: Peter Nause, 6225 University Ave., Suite 109, Madison, WI 53705. (608) 233-1326. Fax: (608) 236-0266. secondnat@aol.com.

Jim Sime works mainly in restoring prairies and savannas, which are now fading or are on the verge of disappearing in favor of other vegetation. Contact: Jim Sime, 6327 Elmwood Avenue, Middleton, WI 53562. (608) 831-9297.

Shady Acres Nursery offers an extensive line of perennials and grasses, some of which are native. Contact: Jim Garbe, 5725 S. Martin Road, New Berlin, WI 53146. Catalog available for \$3.00. (262) 679-1610.

The Flower Factory has an extensive selection of native, non-native, and ornamental plant--primarily perennials. Contact: David or Nancy Nedveck, 4062 Highway A, Stoughton, WI 53589. (608) 873-8329.

Silicon Prairie™ Business Park Restrictive Covenants
Invasive Plant List, Native Species
 from the Wisconsin Department of Natural Resources Website at:
<http://www.dnr.state.wi.us/org/land/er/invasive/native.htm>

Although native, many of these species can dominate natural areas or restorations, particularly if there has been some disturbance or lack of management (such as prescribed burning).

COMMON NAME	SCIENTIFIC NAME	HABITAT
TREES, SHRUBS & VINES: <u>Boxelder</u> <u>Dogwoods:</u> Grey Red Osier <u>Eastern Red Cedar</u> <u>Eastern Cottonwood</u> <u>Aspens:</u> Big-toothed Quaking Aspen <u>Sumacs:</u> Smooth Staghorn Sumac <u>Black Locust</u> Raspberries/Blackberries <u>Willows</u> <u>Poison Ivy</u> Greenbrier Wild Grape Prickly Ash	<i>Acer negundo</i> <i>Cornus racemosa</i> <i>Cornus sericea</i> <i>Juniperus virginiana</i> <i>Populus deltoides</i> <i>Populus grandidentata</i> <i>Populus tremuloides</i> <i>Rhus glabra</i> <i>Rhus typhina</i> <i>Robinia pseudoacacia</i> <i>Rubus</i> spp. <i>Salix</i> spp. <i>Smilax</i> spp. <i>Toxicodendron radicans</i> <i>Vitis</i> spp. <i>Zanthoxylum americanum</i>	wetland wetland, prairie wetland, prairie prairie wetland, prairie prairie prairie forest, prairie prairie prairie forest, prairie forest, prairie forest wetland, prairie forest forest
FORBS: Giant Ragweed Ground Nut Dodder Horsetail White Snakeroot Virginia Waterleaf Wood Nettle Tall Goldenrod Canada Goldenrod Viola	<i>Ambrosia trifida</i> <i>Apios americana</i> <i>Cuscuta gronovii</i> <i>Equisetum</i> spp. <i>Eupatorium rugosum</i> <i>Hydrophyllum virginianum</i> <i>Laportea canadensis</i> <i>Solidago altissima</i> <i>Solidago canadensis</i> <i>Viola</i> spp.	wetland, prairie prairie, forest wetland, prairie wetland, moist forest forest forest wetland prairie prairie forest

Silicon Prairie™ Business Park Restrictive Covenants
Invasive Plant List, Nonnative Species
 from the Wisconsin Department of Natural Resources Website at:
<http://www.dnr.state.wi.us/org/land/er/invasive/nonnative.htm>

Note: These plants and some of their cultivars have the potential to invade wild areas, outcompete native species, and degrade habitats, particularly if there has been some disturbance or lack of

management. Some species may cause extensive ecological damage if not controlled.

COMMON NAME	SCIENTIFIC NAME	HABITATS INVADED
<p>TREES: Amur Maple Norway Maple Tree-of-Heaven European (Black) Alder Russian Olive Autumn Olive White Mulberry Scotch Pine White Poplar <u>Buckthorns:</u> Common Glossy European Mountain Ash Chinese Elm <u>Siberian Elm</u></p>	<p><i>Acer ginnala</i> <i>Acer platanoides</i> <i>Ailanthus altissima</i> <i>Alnus glutinosa</i> <i>Elaeagnus angustifolia</i> <i>Elaeagnus umbellata</i> <i>Morus alba</i> <i>Pinus sylvestris</i> <i>Populus alba</i> <i>Rhamnus cathartica</i> <i>Rhamnus frangula</i> <i>Sorbus acuparia</i> <i>Ulmus parviflora</i> <i>Ulmus pumila</i></p>	<p>prairie, disturbed forest disturbed, forest wetland, forest prairie prairie, forest disturbed prairie, disturbed forest, prairie forest, prairie, disturbed forest, wetland forest prairie, forest prairie, forest</p>
<p>SHRUBS: <u>Japanese Barberry</u> European Barberry Siberian Pea Shrub Burning Bush Common Privet Amur Honeysuckle <u>Honeysuckles:</u> Tatarian Morrow's Bella Black jet-bead <u>Multiflora Rose</u> Wayfaring Tree European Highbush Cranberry</p>	<p><i>Berberis thunbergii</i> <i>Berberis vulgaris</i> <i>Caragana arborescens</i> <i>Euonymus alatus</i> <i>Ligustrum vulgare</i> <i>Lonicera maackii</i> <i>Lonicera morrowii</i> <i>Lonicera tatarica</i> <i>Lonicera x bella</i> <i>Rhodotypos scandens</i> <i>Rosa multiflora</i> <i>Viburnum lantana</i> <i>Viburnum opulus</i></p>	<p>forest forest forest forest forest, savanna, prairie forest, savanna, prairie forest, savanna, prairie forest, savanna, prairie forest, savanna, prairie forest forest, prairie forest forest</p>
<p>VINES: Porcelain Berry Round-leaved Bittersweet Field Bindweed Wintercreeper English Ivy Everlasting pea Japanese Honeysuckle Mile-a-minute Deadly Nightshade Periwinkle Black Swallow-wort Dog-strangling Vine</p>	<p><i>Ampelopsis brevipedunculata</i> <i>Celastrus orbiculatus</i> <i>Convolvulus arvensis</i> <i>Euonymus fortunei</i> <i>Hedera helix</i> <i>Lathyrus latifolia</i> <i>Lonicera japonica</i> <i>Polygonum perfoliatum</i> <i>Solanum dulcamara</i> <i>Vinca minor</i> <i>Vincetoxicum nigrum</i> <i>Vincetoxicum rossicum</i></p>	<p>forest forest, savanna, prairie disturbed, prairie forest forest disturbed forest forest disturbed, wetland, forest forest, savanna forest, savanna, prairie forest, savanna</p>

FORBS:

Bishop's Goutweed
Garlic Mustard
 Common Burdock
 Creeping bellflower
Thistles: Plumeless
 Musk
Spotted Knapweed
 Russian knapweed
 Celandine
 Ox-eye daisy
 Chicory
Thistles: Canada
 Bull
 Poison hemlock
 Lily-of-the-Valley
Crown Vetch
 Queen Anne's Lace
 Grecian foxglove
Teasels: Cut-Leaved
 Common
 Hairy Willow Herb
 Helleborine
 Cypress Spurge
Leafy Spurge
 Queen-of-the-Meadow
 Creeping Charlie
 Baby's Breath
 Orange Day Lily
Dame's Rocket
 Orange Hawkweed
 Yellow Hawkweed
 Common St. John's-Wort
 Nipplewort
 Silky Bush Clover
 Butter-and-Eggs
 Bird's foot Trefoil
 Moneywort
Purple Loosestrife
Sweet Clovers: White
 Yellow
 Garden Forget-me-not
 Star-of-Bethlehem
Wild Parsnip
 Japanese Knotweed
 Giant Knotweed
 Lesser Celandine
 Field Sorrel
 Curly Dock
 Bouncing Bet
 Bladder-Campion
 Common Tansy
 Field Hedge Parsley
 Japanese Hedge Parsley
 Red Clover
 White Clover
 Garden Heliotrope
 Common Mullein

Aegopodium podagraria
Alliaria petiolata
Arctium minus
Campanula rapunculoides
Carduus acanthoides
Carduus nutans
Centaurea biebersteinii
Centaurea repens
Chelidonium majus
Chrysanthemum leucanthemum
Cichorium intybus
Cirsium arvense
Cirsium vulgare
Conium maculatum
Convallaria majalis
Coronilla varia
Daucus carota
Digitalis lanata
Dipsacus laciniatus
Dipsacus sylvestris
Epilobium hirsutum
Epipactis helleborine
Euphorbia cyparissias
Euphorbia esula
Filipendula ulmaria
Glechoma hederacea
Gypsophila paniculata
Hemerocallis fulva
Hesperis matronalis
Hieracium aurantiacum
Hieracium canadense
Hypericum perforatum
Lapsana communis
Lespedeza cuneata
Linaria vulgaris
Lotus corniculatus
Lysimachia nummularia
Lythrum salicaria
Melilotus alba
Melilotus officinalis
Myosotis sylvatica
Ornithogalum umbellatum
Pastinaca sativa
Polygonum cuspidatum
Polygonum sacchilense
Ranunculus ficaria
Rumex acetosella
Rumex crispus
Saponaria officinalis
Silene vulgaris
Tanacetum vulgare
Torilis arvensis
Torilis japonica
Trifolium pratense
Trifolium repens
Valeriana officinalis
Verbascum thaspus

prairie, forest
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<p>GRASSESand GRASS-LIKE SPECIES: Smooth Brome Quack Grass Tall Fescue Japanese Stilt Grass Pampas Grass <u>Reed Canary Grass</u> Phragmites <u>Bluegrasses:</u> Canada Kentucky Johnson Grass <u>Cattails:</u> Narrow-leaved Hybrid</p>	<p><i>Bromus inermis</i> <i>Elytrigia repens</i> <i>Festuca arundinacea</i> <i>Microstegium vimineum</i> <i>Miscanthus sinensis</i> <i>Phalaris arundinacea</i> <i>Phragmites australis</i> <i>Poa compressa</i> <i>Poa pratensis</i> <i>Sorghum halepense</i> <i>Typha angustifolia</i> <i>Typha x glauca</i></p>	<p>prairie prairie prairie forest disturbed, prairie wetlands, prairie, forest disturbed, wetland prairie prairie disturbed wetlands wetlands</p>
<p>AQUATICS: Flowering Rush Yellow Water Flag Aquatic Forget-Me-Not <u>Eurasian Water Milfoil</u> Watercress Curly-Leaf Pondweed Water Chestnut</p>	<p><i>Butomus umbellatus</i> <i>Iris pseudacorus</i> <i>Myosotis scorpioides</i> <i>Myriophyllum spicatum</i> <i>Nasturtium officinale</i> <i>Potamogeton crispus</i> <i>Trapa natans</i></p>	<p>aquatic, wetlands aquatic, wetlands aquatic aquatic aquatic aquatic aquatic</p>