

Town of Verona
Regular Town Board Meeting
Town Hall Community Room
7669 County Highway PD, Verona WI 53593
Tuesday January 4, 2022 6:30 PM



PUBLIC SPEAKING INSTRUCTIONS

WRITTEN COMMENTS: You can send comments to the Town Board on any matter, either on or not on the agenda, by emailing mgeller@town.verona.wi.us or twithee@town.verona.wi.us or in writing to Town Board Chair, 7669 County Highway PD, Verona, WI, 53593.

- 1) Call to Order/Approval of the agenda
- 2) Pledge of Allegiance
- 3) Public Comment – Comments on matters not listed on this agenda could be placed on a future meeting agenda. If the Chair or staff has received written comments for items not on the agenda, these will be read.
- 4) Approval of minutes from December 7th, 9th and 29th 2021
- 5) **6:45PM Public Hearing – Draft Land Division and Development Ordinance - POSTPONED**
- 6) Committee Reports
 - A. Plan Commission
 - i) Discussion and Possible Action: Draft Land Division and Development Ordinance
 - ii) Discussion and Possible Action: Land Use Application 2020-12 submitted by Twin Rock LLC for 2528 Spring Rose Road (062/0608-183-8680-4) for Approval of the Development Agreement and Declaration of Covenants for Dairy Ridge Heights
 - B. Public Works
 - C. Ordinance Committee
 - D. Financial Sustainability Committee
 - E. Natural and Recreational Areas Committee
 - F. EMS Commission
 - G. Senior Services Committee
 - H. Town Chair's Business
 - I. Supervisor Announcements
- 7) Staff Reports
 - A. Administrator/Planner Report
 - B. Public Works Project Manager Report
 - C. Clerk/Treasurer Report
- 8) Old Business
- 9) New Business

- A. Discussion and Possible Action: Resolution 2022-01 to transfer \$26,600 from the 2022 Adopted Budget Fund 21 ARPA Expenses and add \$15,100 to General Government and \$11,500 to Public Works for the purposes of COVID -19 Premium Pay for staff
- B. Discussion: Check Register Review

10) Adjournment

Regular board agendas are published in the Town's official newspaper, The Verona Press. Per Resolution 2016-2 agendas are posted at the Town Hall and online at www.town.verona.wi.us. Use the 'subscribe' feature on the Town's website to receive agendas and other announcements via email. Notice is also given that a possible quorum of the Plan Commission and/or Public Works, Ordinance, Natural and Recreational Areas, and Financial Sustainability Committees and could occur at this meeting for the purposes of information gathering only.

If anyone having a qualifying disability as defined by the American with Disabilities Act needs an interpreter, materials in alternate formats, or other accommodations to access these meetings, please contact the Town of Verona @ 608-845-7187 or twithee@town.verona.wi.us. Please do so at least 48 hours prior to the meeting so that proper arrangements can be made.

Mark Geller, Town Chair, Town of Verona
Sent to VP: 12//23/2021
Posted: 12/23/2021
Amended 01/03/2021

Town of Verona
Town Board Meeting
Tuesday, December 07, 2021, 6:30 p.m.

Town Board Members Present: Geller, Mathies, Lonsdorf, Wiederhoeft and Maxwell

Staff Present: Administrator/Planner Gaskell, Public Works Director Barnes

Others Present: Mike Duerst, Lee Stilwell, Becky Stilwell, Noa Prieve, Ron Klass

- 1) Call to Order/Approval of the Agenda – Chair Geller called the meeting to order at 6:30 pm. Motion by Mathies to approve the agenda, second by Maxwell. 5 ayes, 0 nays, motion carried by voice vote.
- 2) Pledge of Allegiance
- 3) Public Comment – none
- 4) Approval of minutes from November 2 and November 17, 2021 Town Board Meetings. Motion by Maxwell to approve minutes from November 2 as corrected, second by Lonsdorf 5 ayes, 0 nays, motion carried.
Motion by Maxwell to approve minutes from November 17, 2021, second by Mathies 5 ayes, 0 nays, motion carried.
- 5) Staff Reports were included in packet
- 6) Public Hearing: 2023 Dane County Hazard Mitigation Plan: town of Verona Draft Mitigation Strategies
 - Open Public Hearing – motion by Mathies to open public hearing at 6:46 pm, second by Wiederhoeft. 5 ayes, 0 nays, motion carried by roll call vote
Comments: none
 - Close Public Hearing – motion by Wiederhoeft to close the public hearing at 6:47 pm, second by Mathies. 5 ayes, 0 nays, motion carried by roll call vote.
- 7) Committee Reports
 - A. Plan Commission:
 1. Discussion and Possible Action: Land Use Application 2021-06 submitted by Noa Prieve on behalf of Stilwell Trust, 6411 Sunset Drive, for a 4 -unit Preliminary Plat (parcel number 062/0608-364-8990-2 (20.3 acres). Maxwell introduced the proposal. Gaskell reviewed the staff report. Discussion by board.

Motion by Maxwell to approve Land Use Application 2021-06 submitted by Noa Prieve on behalf of Stilwell Trust, 6411 Sunset Drive, for a 4 -unit Preliminary Plat (parcel number 062/0608-364-8990-2 (20.3 acres), seconded by Lonsdorf, with the following conditions: 5 ayes, 0 nays, motion carried by voice vote.
 2. Discussion and Possible Action: Land Use Application 2021-11 submitted by Ron Klaas on behalf of Olsen Trust for a 4-Unit Concept Plan and Rezone Approval,

(parcel numbers 062/0608-361-9190-9, 062/0608-362-9500-2, 062/0608-361-9100-7 (21 acres in total). Maxwell introduced the proposal. Gaskell reviewed the staff report. Discussion by board.

Motion by Maxwell to approve Land Use Application 2021-11 submitted by Ron Klaas on behalf of Olsen Trust for a 4-Unit Concept Plan for (parcel numbers 062/0608-361-9190-9, 062/0608-362-9500-2, 062/0608-361-9100-7 (21 acres in total), seconded by Weiderhoeft, with the conditions listed below. 5 ayes, 0 nays, motion carried by voice vote.

- a. Units be deed restricted to single family homes
- b. Building envelopes be added to Preliminary Plat
- c. Shared driveway and common area maintenance shall be addressed in the Declaration of Covenants
- d. Development Agreement review
- e. Sunset Drive ROW be dedicated to the Town prior to final plat approval

Motion by Maxwell to approve Land Use Application 2021-11 submitted by Ron Klaas on behalf of Olsen Trust for Rezone Approval to MFR-08 , (parcel numbers 062/0608-361-9190-9, 062/0608-362-9500-2, 062/0608-361-9100-7 (21 acres in total), seconded by Mathies with the conditions listed below. 5 ayes, 0 nays, motion carried by voice vote.

- a. Units be deed restricted to single family homes
- b. Final Plat approval

B. Public Works:

C. Ordinance Committee:

D. Financial Sustainability Committee:

E. Natural and Recreational Areas Committee:

F. EMS Commission:

G. Senior Services Committee:

H. Town Chair's Business:

I. Supervisor Announcements:

8) Old Business:

9) New Business:

A. Discussion: Dane County Cowling Property Conservation Park Purchase

- B. Discussion and Possible Action: Resolution 2021-09 – Appointment of Town of Verona Election Personnel for the 2022 – 2023 Term. Motion by Maxwell to approve Resolution 2021-09 – Appointment of Town of Verona Election Personnel for the 2022 – 2023 Term, second by Lonsdorf. 5 ayes, 0 nays, motion carried.
- C. Discussion and Possible Action: 2022 MSA Engineering Services Contract. Discussion by board. Motion by Wiederhoeft to approve 2022 MSA Engineering Services Contract, second by Mathies. 5 ayes, 0 nays, motion carried.
- D. Discussion and Possible Action: Draft 2022 Fee Increases. Discussion by board. Motion by Lonsdorf to approve the 2022 Fee Increases, second by Wiederhoeft. 5 ayes, 0 nays, motion carried.
- E. Discussion and Possible Action: Draft 2022 Town General Fund Budget. Discussion by board. Motion by Wiederhoeft to approve the 2022 Town General Fund Budget, second by Mathies. 5 ayes, 0 nays, motion carried.
- F. Discussion: Check Register Review. Question about construction cost for Cross County asked and answered.

10) Motion by Maxwell to adjourn, second by Wiederhoeft, meeting adjourned with no objection at 8:30 pm.

Prepared by Sarah Gaskell, Town Administrator

Approved:

Town of Verona
Town Board Meeting
Thursday, December 09, 2021, 4:00 p.m.

Town Board Members Present: Geller, Mathies, Lonsdorf, Wiederhoeft and Maxwell

Staff Present: Administrator/Planner Gaskell

Others Present per sign in sheet:

Jim Wiederhoeft
Heidi Klahn
Pete Ragotzkie
Lee and Becky Stilwell
Jim and Andrea Herkert
Jo Tucker
James and Carol Owen
Bob Bovy
Jenny Larsen
Susan Pigorsch
Amanda Arnold
Rosemary Bodolay
Dale Malner
John Senseman
Nancy ?
Todd Meurer
Kirsten Little

- 1) Call to Order/Approval of the Agenda – Chair Geller called the meeting to order at 4pm. Motion by Maxwell to approve the agenda, second by Lonsdorf. 5 ayes, 0 nays, motion carried by voice vote.
- 2) Pledge of Allegiance
- 3) Public Comment
 - Jenny Larson –likes where she lives, enjoys rural lifestyle and wants to keep the rural life rural
 - Pete Reginzski – inquired as to why the report was not on the Town website; work with surrounding communities to manage growth; subdivision of land doesn't seem right – wants more preservation; City of Verona should have a Dark Sky Ordinance as well
 - Heidi Klaar – 25 year resident; condos going up – larger than those she is familiar with throughout the county; keep the rural land rural
 - Nancy Rudd – concerned about development and big box stores; increased traffic is resulting in her hearing traffic on PB from her home; Ad Hoc spent 19 months researching report; rural planning needs to be thoughtful and financially responsible to differentiate from the City of Verona
 - Amanda Arnold – board has worked on this issue for several years; historical context of boundary agreement; Cities of Verona, Madison and Fitchburg all have veto power over

lot splits; Comp plan well thought out and preserves lands from development; growth is coming – keep the long game in mind

- Jo Tucker – member of NRAC, Ad Hoc and VRPA; 350 responses to VRPA survey inquiry re preservation, answers similar to the survey sent out as part of the Comp Plan process; looks forward to discussing the recommendations
- Susan Pigorsch – would like a future meeting to discuss recommendations; constraints of discussion at Board meeting due to format; 1000 hours spent by citizens on the report; read letter from Dave Combs from May 2020 in support of report
- Rosemary Bodolay – committee still in existence; requests further meeting where report is looked at as a whole; Ch 1-5 simplistic summary and value of report is in the appendices and recommendations; would like opportunity to revise but heard through the grapevine that that wasn't going to be allowed; distributed sample revision to board members
- Carol Owen – would like a supervisor to make a motion to have an open hearing and do it at this meeting
- Bruce Allison – written comment provided via email and read aloud by Chair Geller

4) Discussion: Ad Hoc Committee Final Report – The Impact of Growth in the Town of Verona; Chapters 1- 5

- Supervisor comments
 - Lonsdorf – wants to address legitimacy of committee re comments made at annual meeting; no question of legitimacy
 - Wiederhoeft – comments were made at the Annual meeting; public records show that folks questioned legitimacy
 - Mathies – committee is legitimate, but board did not create the committee as there was never a vote by the board to create the committee; membership on the committee was self-selected
 - Wiederhoeft – wanted to know who authored the memo; Geller replied that it was prepared by the Administrator with comments from the Board
 - Maxwell – this is an opportunity to educate citizens; the comprehensive plan has only been in effect for a year and hasn't had a chance to work yet
 - Geller – amendments to the report are welcome should the Ad Hoc wish to submit them; the report will not be on the website as only adopted plans from standing committees are on the website
 - Maxwell – pointed out that the developments that occurred under the last comp plan, Woods, Driftless, and Fox Hill are all in the ETJ of Madison and therefore that's why they are condominium developments; land use decisions are carefully considered and follow the comp plans of the town; voted on by the Plan Commission as well as the Board; the current comp plan was approved by both the board and citizens; one of the vision principles of the town is to be financially sustainable and that is not possible without growth; mill rate has primarily decreased over the last 10 years; growth has added 20-30k additional revenue to the bottom line
 - Geller – Condo plat process does not circumvent planning, it's used by Town's to be able to deal with Extra Territorial Jurisdiction; Fitchburg is not interested in a boundary agreement yet will put up 350+ homes on the town border at the corner of Lacy and Fitchrona

- Maxwell – without an ETJ, a standard subdivision plat or CSM would be used; condo plats don't provide a shortcut; preference is for CSM but can't do those due to ETJ in some areas; landowners should not be penalized for being in and ETJ; if it's not in the comp plan, it doesn't happen regardless of the tool used; current comp plan determines where development can occur; comp plan created with a lot of public input and meetings, which were part of the process of adoption; earlier comp plan would have allowed for significantly more development; landowners have rights so it's always a compromise between citizens; PC and Town Board look at the broader picture to reach compromise
 - Wiederhoeft – Ad Hoc report adds to the comp plan; first five chapters have things that have dramatically changed since 2019 like climate change; with the pandemic, more people are walking, hiking to take advantage of natural beauty; ad hoc report is not contrary to the comp plan; don't quibble on he said/she said; focus and what we can do not what we can't do; recommendations from the report should go to all committees for consideration not just Plan Commission; memo is defensive and antagonistic
 - Mathies – good areas for discussion; report does not recognize that the Town Board and the Plan Commission have already talked about the issues; stormwater is considered for every development; in the Town, stormwater is regulated by the county; what is unsatisfactory about the way the county handles stormwater; the recommendations do not address why it's a problem, report just gives recommendations without context; roads area cost; Mathies provided information to the Ad Hoc Committee on roads and cost based on miles of road and expected taxes from development and his analysis showed that roads were well paid for, Chris Barnes looked at his analysis too but it didn't make it into the report; report chose to cite Roger Lane instead of Town's Public Works Directors and WTA were data based
 - Lonsdorf – uncomfortable with the process; citizens made to sit quietly as we address them; wants an "open meeting" for back and forth dialogue; it's clear that development is happening at a fast rate but driven by circumstances beyond board control
 - Maxwell – the Town does have a Dark Sky Ordinance
- 5) Motion by Lonsdorf to adjourn, second by Wiederhoeft, meeting adjourned with no objection at 5:34 pm.

Prepared by Sarah Gaskell, Town Administrator

Approved:

Town of Verona
Town Board Meeting – conducted via Zoom
Tuesday, December 29, 2021, 4:00 p.m.

Town Board Members Present: Geller, Mathies, Lonsdorf, Wiederhoeft and Maxwell

Staff Present: Administrator/Planner Gaskell, Clerk/Treasurer Withee

Others Present: none

- 1) Call to Order/Approval of the Agenda – Chair Geller called the meeting to order at 4:05 pm. Motion by Wiederhoeft to approve the agenda, second by Mathies. 5 ayes, 0 nays, motion carried by voice vote.
- 2) Public Comment – none
- 3) Discussion and Possible Action: 2021 Budget to Actual Review and Possible Budget Amendments. Gaskell reviewed the 2021 budget. Motion by Geller to transfer any surplus funds to general reserves, second by Mathies. 5 ayes, 0 nays, motion carried by voice vote.
- 1) Motion to go into closed session per Wis. Stats. 19.85 (1) (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. The purpose of the closed session is to discuss Staff performance evaluations and compensation. Motion by Mathies to go into closed session, second by Maxwell. Roll call, Wiederhoeft; aye, Maxwell; aye, Mathies; aye, Lonsdorf; aye, Geller; aye, motion carried by voice vote.
 - a. Motion to return to open session by Geller, second by Lonsdorf
 - b. Discussion and Possible Action: Motion by Geller, second by Mathies to direct Town Administrator to apply for ARPA funds to reimburse the general fund in the amount of \$26,600 for premium pay for staff; motion carried by voice vote.
- 4) Motion by Lonsdorf to adjourn, second by Wiederhoeft, meeting adjourned with no objection at 5:10 pm.

Prepared by Teresa Withee, Town Clerk Treasurer and Sarah Gaskell, Town Administrator

Approved:

TOWN OF VERONA

TO: Town Board of Supervisors

FROM: Sarah Gaskell, Planner/Administrator

SUBJECT: Administrator Report for January 2022

Upcoming Meetings

- Plan Commission - January 20th; Virtual meeting
- NRAC – January 11th, 6:30pm Town Hall
- Public Works – January 18th, 6:30pm Town Hall

General

- Remote hours continue for the following staff:
 - Teresa Withee - Wednesdays
 - Sarah Gaskell – Thursdays
- Town Hall mask guidance – masks required indoors via Public Health Order (expires January 3rd, 2021); exception: If everyone in an enclosed space is fully vaccinated, people may remove their masks.
- Town Hall closed January 17th in observance of Martin Luther King Jr. Day

Work Plan

- Finalize Subdivision Ordinance – Public hearing January 4th, 2021
- Blanket Rezone process for Cross Country Circle Neighborhood – submitted to County; ZLR public hearing date 12/28/21;
- Communications Plan
- Emergency Plan
- Impact Fee Analysis
- AAPA project determination
- Town Board Supervisor Handbook
- Town Board Annual Workshop

TOWN OF VERONA

TO: Town Board of Supervisors
Public Works Committee

DATE: December 31, 2021

FROM: W. Christopher Barnes, Public Works Director

SUBJECT: Monthly Report - December 2021

The monthly Public Works Department Activity report is submitted for the information and review of the Board and the Committee. December has been a busy month with winter snow and ice events, sign replacement, and brush cutting. Numerous citizen and resident concerns and action requests were received and addressed on a daily basis. If you should have any questions, please let me know.

Road Maintenance Activities

- Installed new Stop signs on Range Trail and new culvert markers on various roads
- Continued to monitor Paulson Road culvert for beaver dams
- Assisted Dane County sheriff in crash clean up and traffic control on 12/28
- Picked up approximately 2 cubic yards of fly dumping items on various roads
- Responded to snow/ice events on 12/14, 12/27 and 12/28, 12/29.

Equipment and Facility Activities

- Made repairs to the 2014 Peterbilt emission controls system and power steering
- Installed a communication radio in the new Peterbilt plow truck.
- Received 28 tons of screenings for salt mixing
- Replaced a control circuit board in the garage office furnace

Sanitary Sewer Utility Activities

- Met with Madison Metropolitan Sewerage District engineers to discuss proposed routing options for force main extension from Verona to the pump station 9 along Fitchrona Road
- Responded to 3 Digger Hotline utility relocate requests

Engineering Activities

- Held a Valley Road bridge public input meeting on December 16, 2021. Consultant submitted 30% plans to WISDOT
- Submitted the draft 2023 Dane County Hazard Mitigation with public comment from the December 7, 2021 public hearing. The plan is a summary of issues the town sees as natural hazards. floods, snow storms, tornados, and makes the town eligible for FEMA disaster relief funds.
- Submitted the 2021 State of Wisconsin road certification and pavement rating package with a total of 1.07 new road miles in the town for a total mileage just over 43 miles.
- Issued 3 driveway permits
- Completed the 2022 road route surveying and sent to MSA Engineering for final plan preparation and bidding documents. Will continue to discuss with the Public Works Committee for comments

cc: Sarah Gaskell, Town Planner/Administrator
Mark Judd, Road Patrolman

TOWN OF VERONA

TO: Town Board of Supervisors

FROM: Teresa Withee, Clerk/Treasurer

SUBJECT: November 2021 Clerk/Treasurer Report

Clerk

- Prepared packets for candidates to run in the Spring Election
- Received a non-candidacy form
- Responded to media regarding candidate filings and current open seats

Treasurer

- Reviewed invoices, printed checks, prepared unpaid invoice reports and check detail reports
- Monthly bank reconciliations
- Completed Statement of Taxes and submitted to Department of Revenue
- Signed and sent Tax Roll Certificate and Referenda/Resolution Date form to Dane County Treasurer
- Completed Levy Limit Worksheet and submitted to Department of Revenue



Public Hearing: Draft Land Division and Development Ordinance

JANUARY 4TH, 2022 6:45PM

Purpose of the ordinance

- ▶ **To regulate and control the division of land within the boundaries of the Town**
 - ▶ **Guide the future growth and development of the community in accordance with the Town's adopted Comprehensive Plan and Vision Statement**
 - ▶ **Town of Verona Comprehensive Plan**
 - ▶ **Adopted by the Town Board in November of 2018**
 - ▶ **Adopted by the Dane County Board of Supervisors March 2019**

Public Process

- ▶ **Update to the Town's Subdivision and Development Ordinance No. 05-04/06-01 last amended August 1, 2006**
- ▶ **The Town of Verona Plan Commission discussed the draft Ordinance during meetings on the following dates:**
 - ▶ **2019 – January 10, February 13, April 3, May 23, July 11, August 28, September 12, October 10, November 7, December 5**
 - ▶ **2020 – January 9, February 13, July 9, August 18, September 3, October 1, October 22, November 12**
 - ▶ **2021 – January 28, February 18, March 18, April 15, May 20, July 22, September 9**
 - ▶ **2021 - November 18 – the Plan Commission recommended approval of adoption of the Town of Verona Draft Land Division and Development Ordinance upon Completion of the Class 2 Notification Period for Public Comment at the Town Board Meeting in January 2022**

Public Process

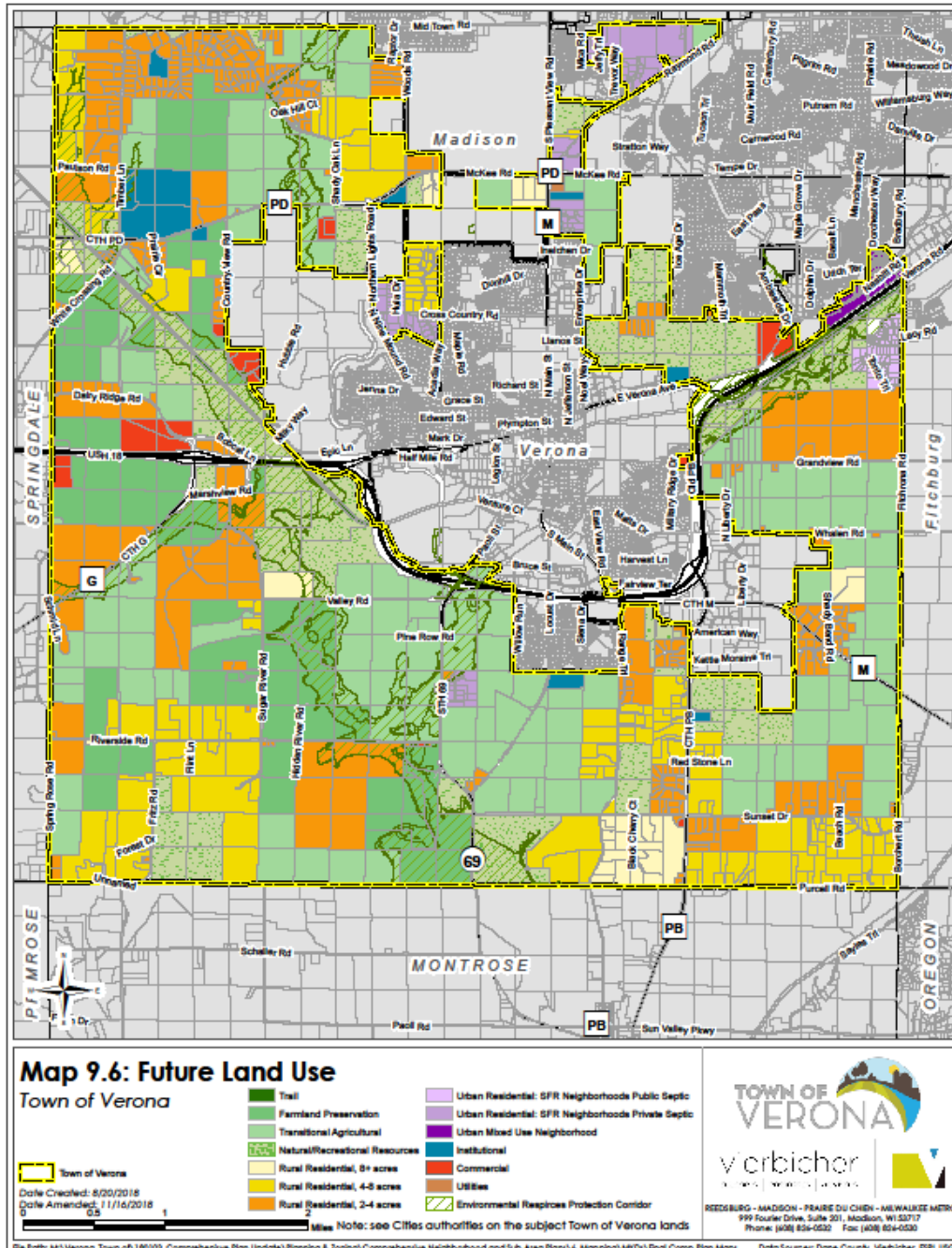
- ▶ **The Town of Verona Plan Commission gathered input from other committees on the following dates:**
 - ▶ **Public Works Committee – February 2021**
 - ▶ **Natural and Recreational Areas Committee – January 2021**
 - ▶ **Finance Committee – January 2021**
 - ▶ **Ad Hoc Committee to Study the Impact of Growth on the Town of Verona – January 2021**
- ▶ **Consultant input**
 - ▶ **Dane County Land and Water Resources staff**
 - ▶ **Dane County Planning and Development staff**
 - ▶ **Town of Verona Attorney Al Reuter**
 - ▶ **MSA Professional Services – Jason Valerius, Senior Planner and Team Leader**

Public process

- ▶ **Public Hearing - January 4, 2022**
 - ▶ **Class 2 notice required-**
 - ▶ **Posted at Town Hall and on the TOV website**
 - ▶ **Notice published in the Verona Press on Thursday December 23 and 30**
- ▶ **Next Step**
 - ▶ **Adoption of ordinance by the Town Board**

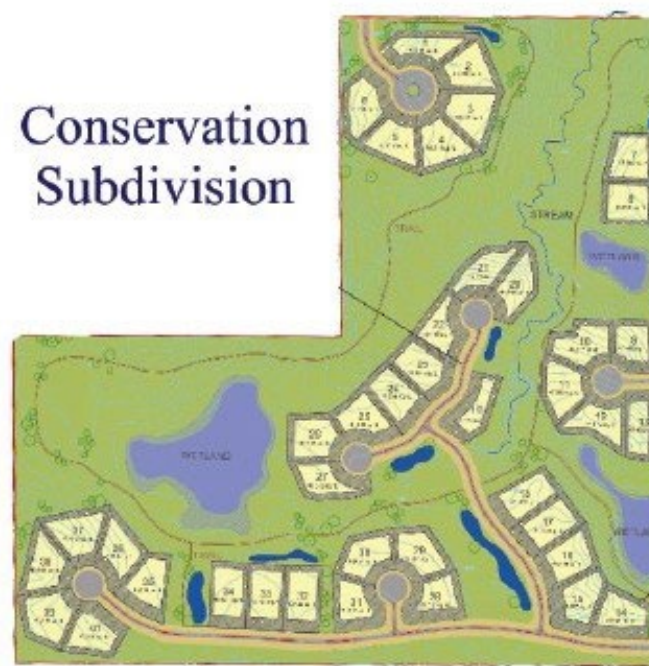
chapters

- I. General Provisions**
- II. Certified Survey Maps**
- III. Subdivision Plats (requirements for plats)**
- IV. Required Improvements (streets, open space)**
- V. Dedication Requirements**
- VI. Construction Plans**
- VII. Traditional Subdivision Design**
- VIII. Conservation Subdivision Design**
- IX. Condominium Developments**
- X. Guarantee of Construction of Improvements; Permit Restrictions; Improvement Maintenance**



Town of Verona Comprehensive Plan
 Map 9.6 Future Lane Use
 (used to determine allowable rural
 residential density)

Design Options



Traditional Subdivision Design

- ▶ For any land division or condo plat of 5 lots/units or more:
 - ▶ Traditional Subdivision Design
 - ▶ Maximum number of lots allowed is determined by dividing the net area of the property by the allowable rural residential density of the property (via Map 9.6 of the TOV Comprehensive Plan)
 - ▶ Net area is the area of the property that remains once the acreage required for any roads, existing right-of-way, proposed stormwater facilities/features and 5% open space requirement is subtracted
 - ▶ Minimum lot size is 1.5 acres; average lot size depends on residential density category
 - ▶ Stormwater facilities/features do not count toward the Open Space requirement

Conservation Subdivision Design

- ▶ For any land division or condo plat of 5 lots/units or more:
 - ▶ Conservation Subdivision Design
 - ▶ Maximum number of lots allowed is determined by dividing the gross area of the property by the allowable rural residential density of the property (via Map 9.6 of the TOV Comprehensive Plan)
 - ▶ If at least 30% of the gross acreage is reserved for open space, and the infiltration rate is 100%, minimum lot size is 1.2 acres
 - ▶ If at least 30% of the gross acreage is reserved for open space, and infiltration rates are less than 100%, minimum lot size is 1.3 acres (current requirement is 90%)
 - ▶ Stormwater facilities/features may count toward the 30% Open Space requirement when associated with outlots

Requirements for Subdivisions

- ▶ **Subdivisions Requirements**
 - ▶ Homeowners Association Declaration of Covenants
 - ▶ Development Agreement with the Town
 - ▶ Conservation Subdivisions also require Stewardship Plans for open space

Dairy Ridge Heights Proposal

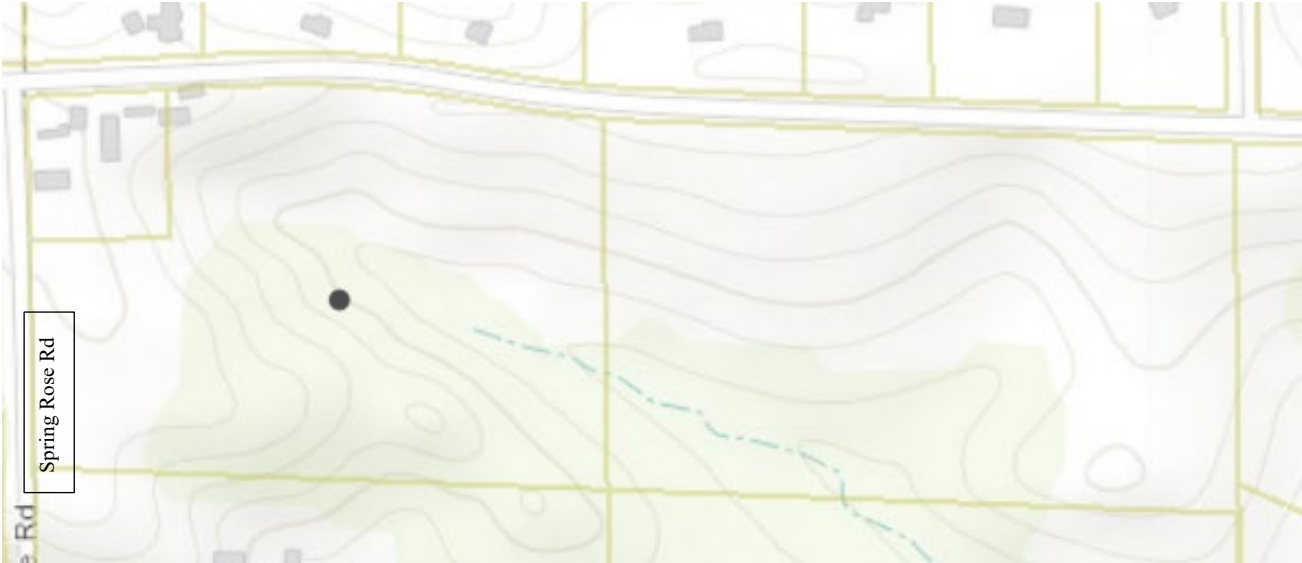
Parcel numbers 0608-183-8681-0, 0608-183-8180-9

Summary: The applicant seeks approval of the Preliminary Plat and the Draft Declaration of Covenants for Dairy Ridge Heights. Dairy Ridge Heights is comprised of 13 lots located at the corner of Spring Rose and Dairy Ridge Roads. The Concept Plan and Rezone were approved by the Town Board on December 1st, 2020

Property Owner: Twin Rock LLC, Manager, Bret Saalsaa
Verona, WI 53593

Applicant: Adam Carrico
Carrico Engineering

Location Map



Comprehensive Plan Guidance

The Future Land Use Plan calls for the properties in this area to have a density of one house per two to four acres.

Current and Proposed Zoning

The zoning change to SFR-01, SFR-02, and NR-C was approved by the Town Board on December 1st, 2020.

Extra-territorial Review Authority

The parcels are in Area C of the Town of Verona/City of Verona boundary agreement, so no further action is needed from the City of Verona.

Surrounding Land Use and Zoning

The properties to the north are all residential parcels between 3-5 acres. The Springdale Township border is directly east, and most parcels are in agricultural use. The land to the west and south is zoned AT-35.

Site Features

The site currently has some steep slopes to the south and east. There are mature oak trees along a segment of Dairy Ridge Road. On the south side of the west parcel, there is a wooded area where most of the trees are either Pin Cherry or Box Elder. There are significant rock outcroppings that will be preserved on the parcels.

Road Access

No interior roads will be constructed. Driveways will access either Spring Rose Road or Dairy Ridge Road via either individual or shared access points. There will be a total of five driveways access points on Spring Rose Road.

Concept Plan Review

At their November 22nd, 2020 meeting, the ToV Plan Commission recommended approval of the Dairy Ridge Heights Concept Plan and zoning changes, with the following conditions:

- a. The stormwater management easement be located between lots 8 and 9.
- b. Single-story residences be limited to a height from ground level to roof peak.
- c. Front setbacks be varied between 100, 125 and 150 feet for lots 4 through 13.
- d. The front setback be greater for two-stories homes than for single-story homes. Lots would have two different front setbacks shown on the concept plan for lots 4 to 13.
- e. The front of the lots be planted with trees to provide for screening and landscaping include trees planted in the back of the lots.
- f. Trail be included in the outlot.
- g. Lot 3 be limited to the construction of a single-story home.
- h. Lots 4 through 13 share access to Dairy Ridge Rd for a total of 5 access points.

The ToV Board approved the concept plan and rezone from AT-35 to SFR-01, SFR-02, and NR-C at their December 1st, 2020 meeting with following conditions:

- a) Lots 4-13 created with staggered front yard setbacks.
- b) Trail in the created in the outlot.
- c) Landscape screening to be approved by the Plan Commission.
- d) Height limit for all single-story homes
- e) Elevation renderings be provided by the applicant.
- f) Maintenance agreement created as part of the developer's agreement.

Materials for Plan Commission Review

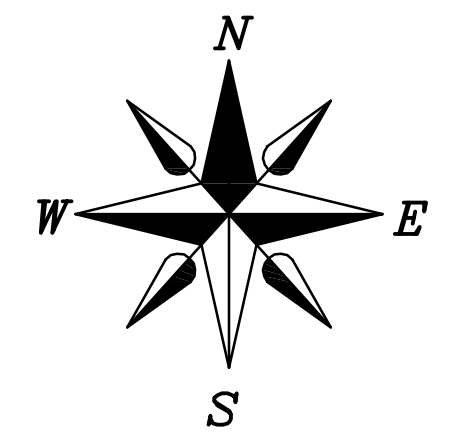
- 1) Transmittal Letter
- 2) Preliminary Plat – no. 1
- 3) 3-D Renderings of Site – no. 2
- 4) Preliminary Engineering Plans – no. 3
- 5) Access Easement Exhibit– no. 4
- 6) Preliminary Stormwater Report – no. 5
- 7) Draft Declaration of Covenants – no. 6
- 8) Preferred Tree List – no. 7

Developer's Agreement

Staff will work the developer to prepare a draft of the Developer's Agreement to be reviewed at a later date.

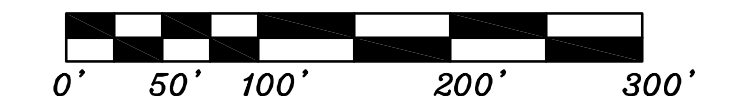
PRELIMINARY PLAT OF DAIRY RIDGE HEIGHTS

A parcel of land located in part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin.



WCCS - DANE COUNTY ZONE
BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SW 1/4 OF SECTION 18, T6N, R8E WHICH BEARS S 00°25'07" E

SCALE 1" = 100'



PREPARED FOR:
BRET SAAL SAA
7935 ALMOR DRIVE
VERONA, WI 53593
PHONE No. 1-608-576-6136

- LEGEND**
- = FOUND 3/4" REBAR
 - = FOUND 1 1/4" REBAR
 - = SECTION CORNER (AS NOTED)
 - (##) = RECORDED AS
 - X- = FENCE
 - DHU- = OVER HEAD UTILITIES
 - = PUBLIC UTILITY EASEMENT (P.U.E.) (UNLESS NOTED)
 - ▨ = DEDICATED TO THE PUBLIC

- NOTES:**
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 - 5) TOTAL AREA 1,975,184 SQ. FT. OR 45.34 ACRES

LINE	BEARING	DISTANCE
-1-	S 82°16'07" E	(151.80')
-1-	S 80°30'31" E	152.52'
-2-	S 80°30'31" E	152.46'

CURVE	RADIUS	CHORD BEARING	CHORD	ARC	DELTA
C-1	1432.72'	S 88°12'07" E (296.20')	S 86°41'34" E 295.42'	295.94'	11°50'06"
C-2	2863.91'	S 80°30'31" E (286.49')	S 84°16'28" E 360.53'	360.76'	7°13'03"
C-3	1399.72'	S 86°41'34" E (288.61')	S 80°30'31" E 289.12'	289.12'	11°50'06"
C-4	2896.91'	S 84°16'23" E (364.68')	S 84°16'23" E 364.92'	364.92'	7°13'03"

DESCRIPTION:

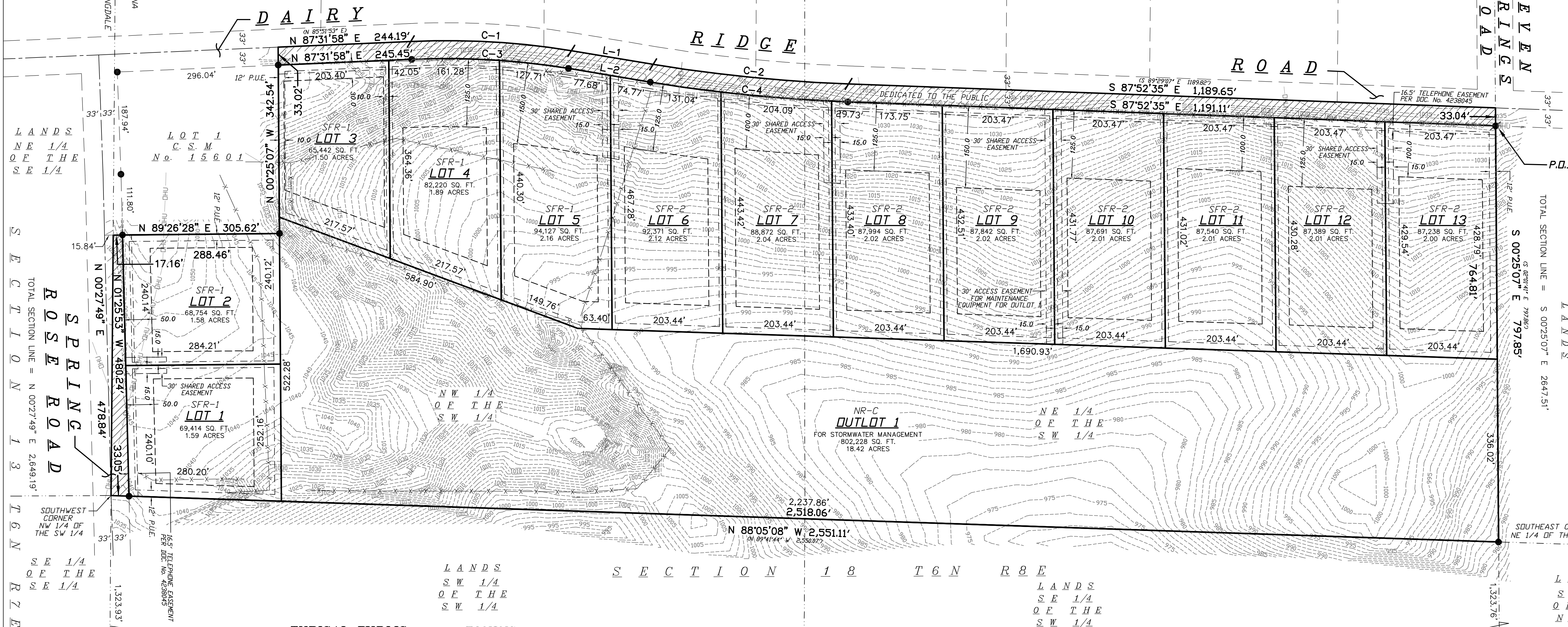
Part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 18; thence S 00°25'07" E along the east line of the Southwest 1/4, 525.90 feet to the point of beginning.

Thence continue S 0°25'07" E, 797.85 feet to the Southeast Corner of the said Northeast 1/4 of Southwest 1/4; thence N 88°05'08" W along the south line of the said Northeast 1/4 and Northwest 1/4 of the Southwest 1/4, 2,551.11 feet to the Southwest Corner of the said Northwest 1/4 of the Southwest 1/4; thence N 00°27'49" E along the west line of the said Northwest 1/4 of the Southwest 1/4, 478.84 to the south line of Lot 1 Certified Survey Map No. 15601; thence along said Lot 1 for the next 2 courses N 89°26'28" E, 305.62 feet; thence N 00°25'07" W, 342.54 feet to the centerline of Dairy Ridge Road; thence along said centerline for the next 5 courses N 87°31'58" E, 244.19 feet; thence along an arc of a curve concave southerly having a radius of 1,432.72 feet and a long chord bearing and distance of S 86°41'34" E, 295.42 feet; thence S 80°30'31" E, 152.52 feet; thence along an arc of a curve concave northeasterly having a radius of 2,863.91 feet and a long chord bearing and distance of S 84°16'28" E, 360.53 feet; thence S 87°52'35" E, 1,189.65 feet to the point of beginning. This parcel contains 1,975,184 sq. ft. or 45.34 acres.

FOUND ALUMINUM MONUMENT
WEST 1/4 CORNER
SECTION 18, T6N, R8E
SITE BENCHMARK
TOP OF MONUMENT = 995.84'

LOT 3 C.S.M. No. 62224
LOT 1 C.S.M. No. 14621
LOT 2 C.S.M. No. 14621
LOT 3 C.S.M. No. 14621
LOT 2 C.S.M. No. 3275
LOT 1 C.S.M. No. 5928
LOT 2 C.S.M. No. 5928
LOT 3 C.S.M. No. 5928



FOUND ALUMINUM MONUMENT
SOUTHWEST CORNER
SECTION 18, T6N, R8E



ZONING
CURRENT ZONING IS AT-35

PROPOSED ZONING:
SFR-1 = LOTS 1 THROUGH 4
SFR-2 = LOTS 5 THROUGH 13
NR-C = OUTLOTS 1

PROPOSED BUILDING SETBACKS FOR SFR-1 AND SFR-2

ROAD = 30 FEET
SIDE = 10 FEET MINIMUM EACH SIDE
REAR = 50 FEET WITH 38 FEET FOR UNCOVERED DECKS / PORCHES.
ACCESSORY STRUCTURES IN REAR YARD = 4 FEET SIDE 4 FEET REAR

PROPOSED PRIMARY BUILDING ENVELOPE

ROAD = VARIES (SEE MAP)
SIDE = 25 FEET MINIMUM EACH SIDE
REAR = 50 FEET MINIMUM
NOTE
LOT 3 HAS STANDARD SFR-1 SETBACKS.
ROAD = 30 FEET, SIDE = 10 FEET, REAR = 50 FEET

OBJECTING AUTHORITIES
WISCONSIN DEPARTMENT OF ADMINISTRATION

APPROVING AUTHORITIES
TOWN OF VERONA

WILLIAMSON SURVEYING & ASSOCIATES, LLC
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.
NDA T. PRIEVE & CHRIS W. ADAMS
PROFESSIONAL LAND SURVEYORS
PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

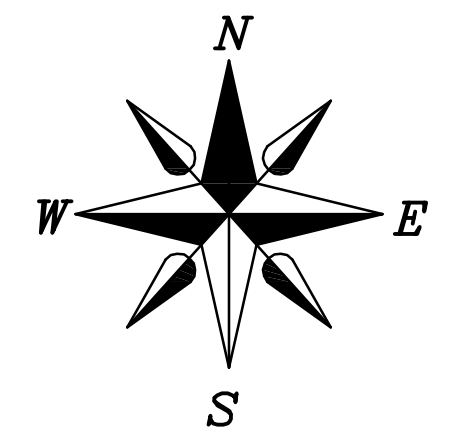
PRELIMINARY PLAT OF DAIRY RIDGE HEIGHTS

A parcel of land located in part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin.

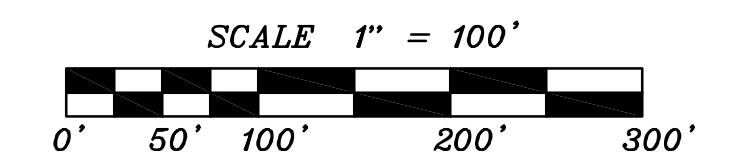
DATE	FEBRUARY 15TH, 2021	DATE REVISED	AUGUST 11TH, 2021	CHECK BY	N.T.P.
SCALE	1" = 100'	DATE REVISED	SEPTEMBER 1ST, 2021	DRAWING NO.	20W-369
DRAWN BY	NEIL BORTZ	DATE REVISED	SEPTEMBER 30TH, 2021	SHEET	1 OF 1

PRELIMINARY PLAT OF DAIRY RIDGE HEIGHTS

A parcel of land located in part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin.



WCCS - DANE COUNTY ZONE
BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SW 1/4 OF SECTION 18, T6N, R8E WHICH BEARS S 00°25'07" E



PREPARED FOR:
BRET SAAL SAA
7935 ALMOR DRIVE
VERONA, WI 53593
PHONE NO.: 1-608-576-6136

- LEGEND**
- = FOUND 3/4" REBAR
 - = FOUND 1 1/4" REBAR
 - = SECTION CORNER (AS NOTED)
 - (##) = RECORDED AS
 - X- = FENCE
 - DHU- = OVER HEAD UTILITIES
 - - - = PUBLIC UTILITY EASEMENT (P.U.E.) (UNLESS NOTED)
 - ▨ = DEDICATED TO THE PUBLIC

- NOTES:**
- 1) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT FOR THE SUBJECT TRACT OR ADJACERS AND IS THEREFORE SUBJECT TO ANY EASEMENTS, AGREEMENTS, RESTRICTIONS AND STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.
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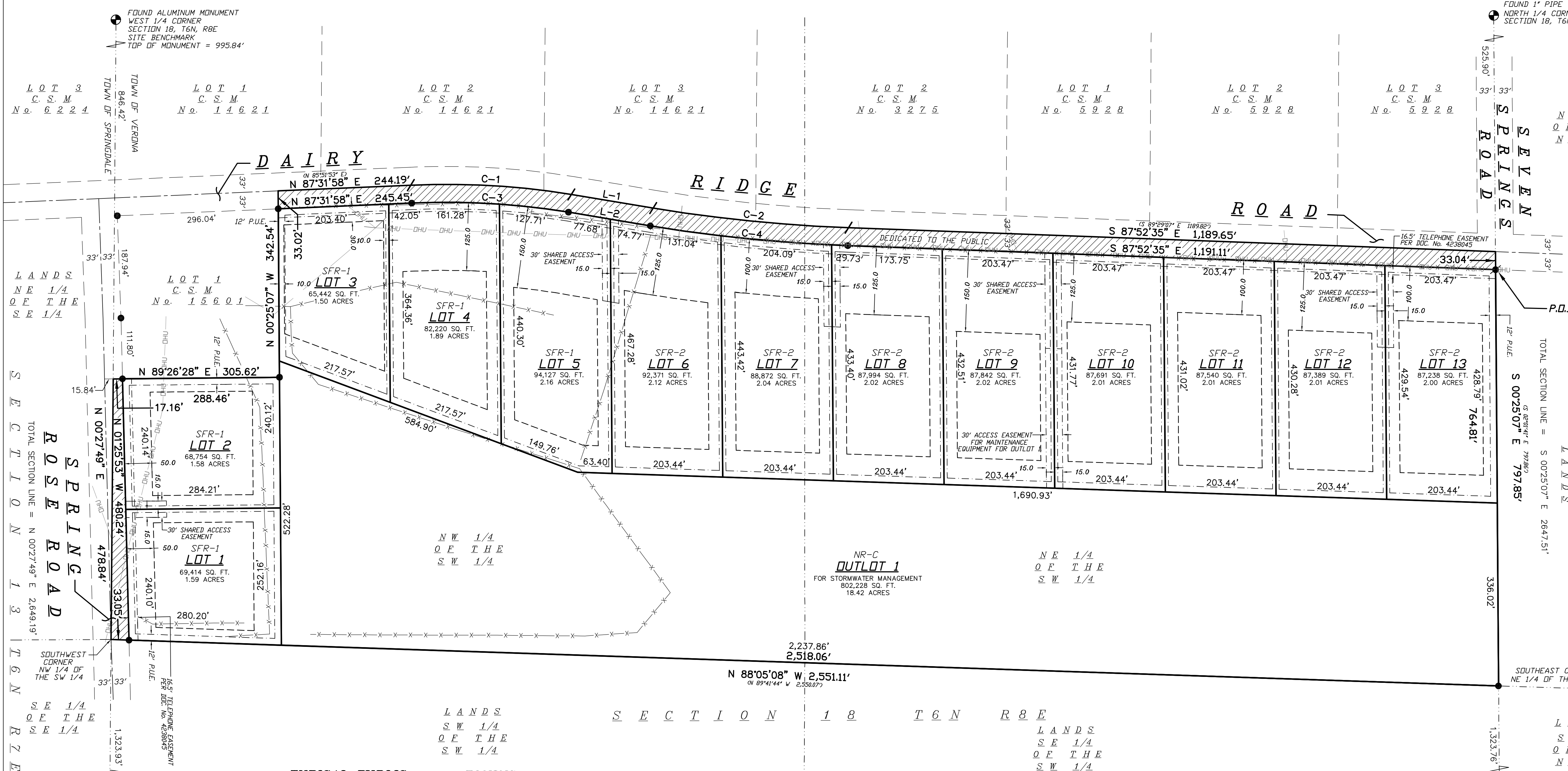
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Commencing at the North 1/4 Corner of said Section 18; thence S 00°25'07" E along the east line of the Southwest 1/4, 525.90 Feet to the point of beginning.

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FOUND ALUMINUM MONUMENT WEST 1/4 CORNER SECTION 18, T6N, R8E
SITE BENCHMARK
TOP OF MONUMENT = 995.84'

FOUND 1" PIPE NORTH 1/4 CORNER SECTION 18, T6N, R8E

LOT 3 C.S.M. No. 62224
LOT 1 C.S.M. No. 14621
LOT 2 C.S.M. No. 14621
LOT 3 C.S.M. No. 14621
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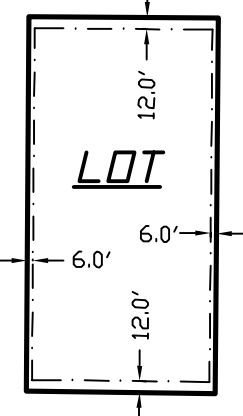
LANDS NE 1/4 OF THE SE 1/4

SPRING ROAD
TOTAL SECTION LINE = N 00°27'49" E 2,648.19'

SOUTHWEST CORNER NW 1/4 OF THE SW 1/4
LANDS SE 1/4 OF THE SE 1/4

FOUND ALUMINUM MONUMENT SOUTHWEST CORNER SECTION 18, T6N, R8E

TYPICAL PUBLIC UTILITY EASEMENT
(UNLESS NOTED)
STREET



ZONING
CURRENT ZONING IS AT-35

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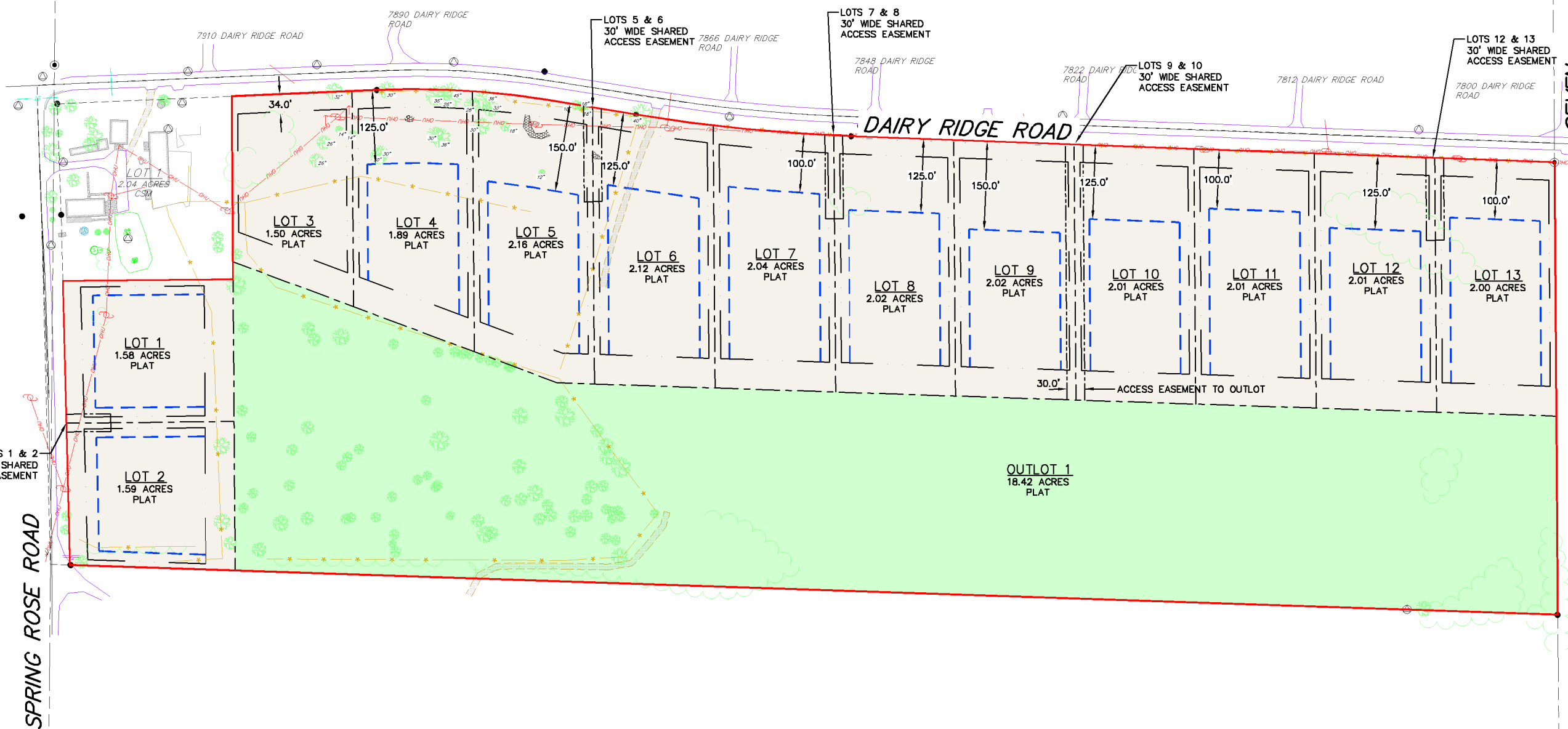
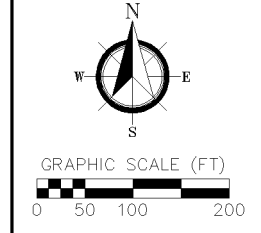
OBJECTING AUTHORITIES
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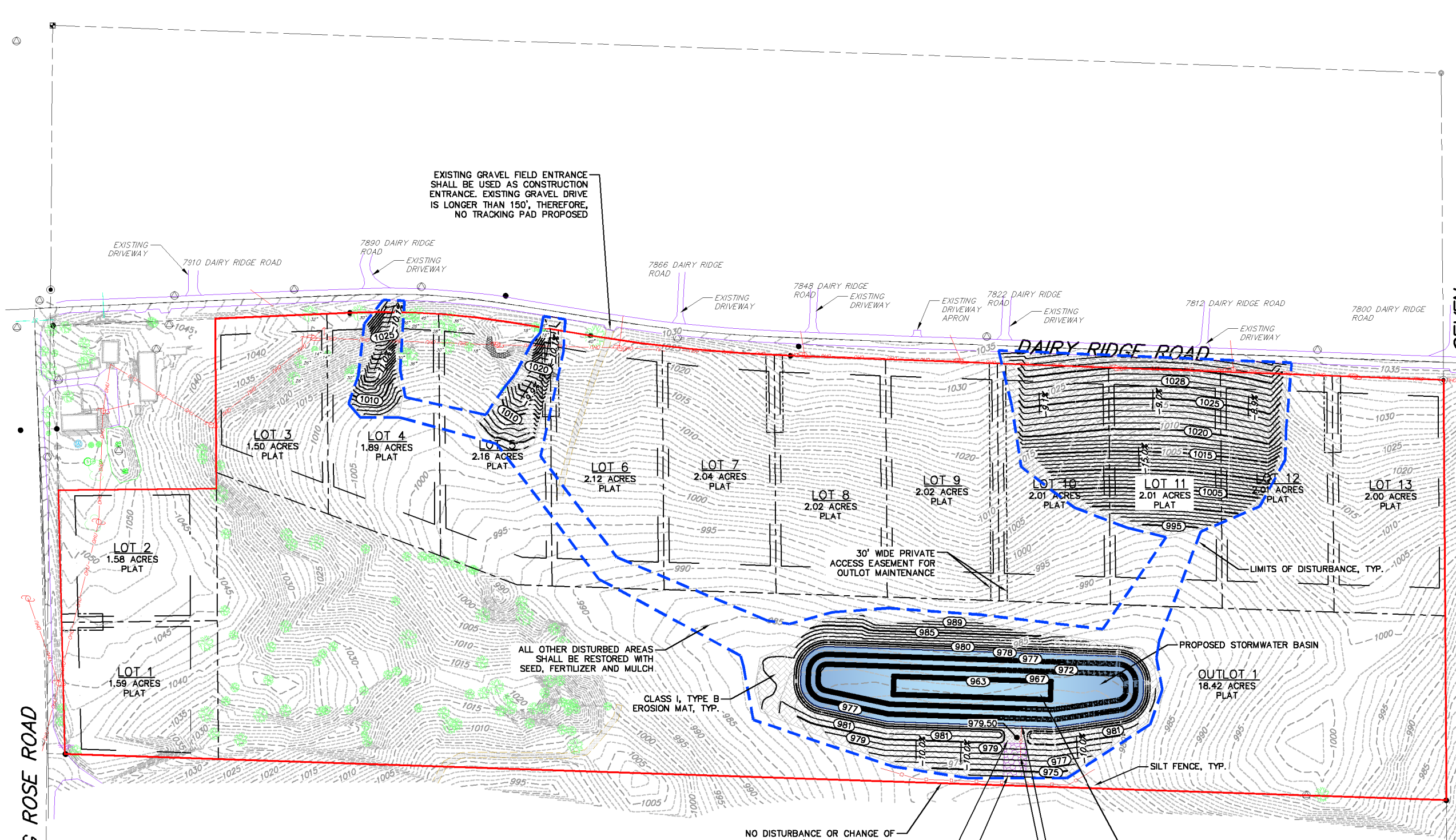
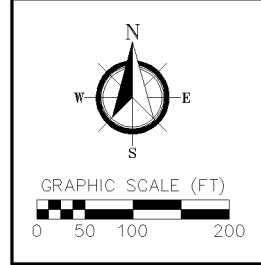
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DRAWN BY	NEIL BORTZ	DATE REVISED	SEPTEMBER 30TH, 2021	SHEET	1 OF 1



Site Plan
Dairy Ridge Heights
Town of Verona
Dane County, Wisconsin

Revisions		Revisions	
No.	Date	Description	Date

Scale: **AS SHOWN**
 Date: **9/1/2021**
 Drawn By: **ALC**
 Project No: **200018**
 Sheet No: **4 of 7**



EXISTING GRAVEL FIELD ENTRANCE SHALL BE USED AS CONSTRUCTION ENTRANCE. EXISTING GRAVEL DRIVE IS LONGER THAN 150', THEREFORE, NO TRACKING PAD PROPOSED

ALL OTHER DISTURBED AREAS SHALL BE RESTORED WITH SEED, FERTILIZER AND MULCH

NO DISTURBANCE OR CHANGE OF GRADE WITHIN 5' OF PROPERTY LINE

PERMANENT EROSION CONTROL BLANKET NORTH AMERICAN GREEN C350 OR AN APPROVED EQUAL AT EMERGENCY SPILLWAY

12" CUBICLE STONE RIP RAP 19'Wx60'Lx2'D

PERMANENT POOL ELEV=978 SURFACE AREA=76,783 SF 15' DEEP AT THIS ELEV TO CENTER OF POND

NOTES:

- EXISTING TOPOGRAPHIC INFORMATION BASED ON TOPOGRAPHIC SURVEY CONDUCTED BY WILLIAMSON SURVEYING AND PROVIDED TO CARRICO ENGINEERING ON JUNE 25, 2020.
- ALL INFORMATION SHALL BE FIELD VERIFIED AND DISCREPANCIES REPORTED TO ENGINEER.
- RESTORATION TO BE DONE PER THIS SHEET AND DETAILS SHEET.
- SEE DETAILS FOR FURTHER EROSION CONTROL NOTES AND DETAILS.
- DURING FINAL RESTORATION OF DISTURBED AREAS, DEEP TILL PERVIOUS AREAS BEFORE SEEDING.

Grading and Erosion Control Plan

Dairy Ridge Heights
Town of Verona
Dane County, Wisconsin

Revisions	No.	Date	Description

Scale:	AS SHOWN
Date:	9/1/2021
Drawn By:	ALC
Project No:	200018
Sheet No:	5 of 7

Town of Verona Plan Commission Meeting Minutes

Thursday, September 16, 2021

6:30pm Zoom meeting

Members Present: Doug Maxwell, Sarah Slack, Haley Saalsaa-Miller, Deb Paul, Tom Mathies

Staff: Sarah Gaskell, Administrator

Other: Adam Carrico, Norbert Repka, Bill Keen, Guy Ambler

1. Call to Order/Approval of Meeting Agenda – Maxwell called the meeting to order at 6:30 pm. Motion to approve the agenda by Mathies, second by Paul. Motion carried by voice vote.
2. Public Comment – none
3. Approval of Minutes from August 19th, 2021 Plan Commission Meeting by Slack, Second by Mathies. Motion carried by voice vote.
4. Discussion and Possible Action: Land Use Application 2021-07 submitted by Norbert Repka for a CSM and rezone of parcel number 062/0608-284-8440-2 located at 2014 Manhattan Drive, Verona WI
 - a. Discussion included updates to the CSM from the last iteration; number of lots; lot dimensions; size of lots; shared septic scenarios; items missing from CSM; neighborhood input; driveway access; frontage; stormwater issues; consistency with Comprehensive Plan
 - b. Motion to approve Land Use Application 2021-07 for a CSM with four lots with either SFR-1 or SFR-2 zoning by Maxwell, second by Miller with the following conditions:
 - i. The CSM meet the standards from the checklist including the addition of utility easements, shared driveways easement, and the addition of a note stating there is no access to Manhattan Drive from Lot 1
 - ii. A shared septic agreement be created which includes the following:
 - If the system is in-ground, both a primary and replacement area is required
 - Requirement of off lot easements for any homes served by the shared septic system
 - Covenant stating property owners are aware they have a shared septic system and that their homes must be built and remain as the number of bedrooms the system is initially sized for
 - Agreement regarding how the system will be maintained and an escrow fund established for said maintenance

Motion to recommend approval fails on roll call vote: Paul – no, Mathies – no; Slack – no, Miller – yes; Maxwell – no

Concerns expressed by Commissioners included:

- i. Creation of three land locked lots (no frontage) on a shared driveway easement
- ii. Proposed acreage of Lots 1 and 2 is too small. Lots of 1.5 acres minimum are preferred
- iii. Lots 1 and 2 do not have the preferred width to depth ratio of 1:2; excessive depth in relation to width should be avoided

- iv. Utilization of shared septic is not preferred
- 5. Discussion and Possible Action: Land Use Application 2020-10 submitted by Twin Rock LLC for Neighborhood Association Declaration Approval for property near 2528 Spring Rose Road (062/0608-183-8681-0 and 0-608-183-31809)
 - a. Discussion included trail maintenance, partition fences definition, submission of lighting plans, rental restriction clause, and lawns
 - b. Motion to approve Land Use Application 2020-10 Neighborhood Association Declaration by Slack, second by Paul subject to the following condition:
 - i. Discussed revisions are incorporated into the document prior to the Town Board approvalMotion passes 4-0-1 (Miller abstained).
- 6. Discussion: Comprehensive Land Use Plan Amendment Process Update
 - a. Commissioners were asked to prepare suggestions for the October PC meeting
- 7. Next Meetings: Thursday October 21st, 2021
- 8. Adjourn – 8:37 pm

Submitted by Sarah Gaskell, Town Planner/Administrator

Approved:

Town of Verona Plan Commission Meeting Minutes

Thursday, October 21, 2021

6:30pm Zoom meeting

Members Present: Doug Maxwell, Sarah Slack, Haley Saalsaa-Miller, Deb Paul, Tom Mathies

Staff: Sarah Gaskell, Administrator

Other: Adam Carrico, Bret Saalsaa, Stacey Bean

1. Call to Order/Approval of Meeting Agenda – Maxwell called the meeting to order at 6:30 pm. Motion to approve the agenda by Paul, second by Miller. Motion carried by voice vote.
2. Public Comment – none
3. Approval of Minutes from September 16th, 2021 Plan Commission Meeting; Motion to approve as corrected by Mathies, second by Paul. Motion carried by voice vote.
4. Discussion and Possible Action: Land Use Application 2020-10 submitted by Twin Rock LLC for the Development Agreement for property near 2528 Spring Rose Road (062/0608-183-8681-0 and 0-608-183-31809)
 - a. Discussion included suggested changes to language, Letter of credit requirement, and public improvements
 - b. Motion to recommend approval of Land Use Application 2020-10 Development Agreement by Slack, second by Paul
Motion passes 4-0-1 (Miller abstained).
5. Discussion and Possible Action: Conditional Use Permit 2021-01 by Stacey Bean for an Attached Accessory Dwelling Unit located at 2782 White Crossing Road
 - a. Discussion included CUP criteria, rentals, parking, access and the conditions listed in the Dane County Staff Report
 - b. Motion to accept the Town Staff Report and recommend approval of CUP 2021-01 by Mathies, second by Paul. Roll call vote: Slack – aye, Paul - aye, Miller – aye, Mathies – aye, Maxwell – aye.
6. Next Meeting: Thursday November 18th, 2021
7. Adjourn – 8:15 pm

Submitted by Sarah Gaskell, Town Planner/Administrator

Approved

Dairy Ridge Heights – Neighborhood Covenants Submittal – 2021-12-30

12/30/2021 Changes to DRH Covenants

- Updated date on draft to 12/30/2021
- Section 8.2 – removed “all or”
- Revised the year to 2022 in several locations as this will not be recorded until 2022

DECLARATION OF SUBDIVISION COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR THE PLAT OF DAIRY RIDGE HEIGHTS

DECLARATION OF SUBDIVISION COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE PLAT OF DAIRY RIDGE HEIGHTS (the
"Declaration") made this ___ day of _____, 2022, by Twin Rock, LLC
(the "Declarant").

WHEREAS, Declarant is the owner of all the real property
described by the Plat of Dairy Ridge Heights as depicted in Exhibit A
attached hereto (the "Plat") and more particularly described as Lots One
(1) through Thirteen (13) and Outlot One (1) of Dairy Ridge Heights, in
the Town of Verona, Dane County, Wisconsin (the "Subdivision"); and

WHEREAS, Declarant wishes to control the purposes for which
the Lots and Outlot are improved, used and maintained in order to
maintain a high standard of quality for the Subdivision;

NOW, THEREFORE, the Declarant declares that each Lot and
Outlot in the Subdivision must be subject to the covenants, restrictions,
assessments, charges and liens hereinafter set forth.

This space is reserved for recording data

Return to:
Carrico Engineering and Consulting, Inc.
1926 N Kollath Road
Verona, Wisconsin 53593

Parcel Identification Number(s):
0608-183-8681-0 and 0608-183-8180-9

STATEMENT OF PURPOSE

This Declaration is intended to help assure that the Subdivision will become and remain an
attractive addition to the adjoining community; to ensure the most appropriate development and
improvement of each Lot; to guard against the erection of poorly designed or proportioned structures on
any of the Lots; to obtain harmonious improvements and use of material and color schemes; to assure
proper use and maintenance of the Outlots; and otherwise to ensure the highest and best residential
development of the Subdivision.

ARTICLE I
DEFINITIONS

1.1 The following definitions apply to this Declaration:

“Association” means the DAIRY RIDGE HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Wisconsin nonstock corporation, and its successors and assigns.

“Board” means the Board of Directors of the Association.

“Common Property” means the Outlot, and includes, without limitation, all landscaping and improvements located on said Outlot.

“Declarant” means Twin Rock, LLC, its successors and assigns.

“Declaration” means this Declaration of Subdivision Covenants, Conditions and Restrictions for the Plat of Dairy Ridge Heights, as amended and supplemented from time to time.

“Impervious” means “Impervious surface” as defined in Chapter 11 of Dane County Ordinances.

“Lot” or “Lots” means the platted lots within the Subdivision, but not the Outlot.

“Outlot” means a platted outlot within the Subdivision.

“Owner” means the person or persons owning the fee simple title to a Lot, except that if a Lot has been sold on land contract, then the Owner must be the person or persons named as purchaser in the land contract.

“Stormwater Authority” means Dane County Land and Water Resources Department.

“Stormwater Management Agreement” means the certain Declaration of Conditions, Covenants and Restrictions for Maintenance of Stormwater Management Measures made by Declarant in connection with the Plat.

“Subdivision Documents” means this Declaration, the Plat and the Stormwater Management Agreement.

“Town” means the Town of Verona, a Wisconsin municipal corporation.

ARTICLE II
OWNERS' ASSOCIATION, COMMON PROPERTY AND PUBLIC EASEMENTS

2.1 Membership. The Owner of each Lot must be a member of the Association. Where more than one person holds an ownership interest in any Lot, each such person must be a member. The members shall have such rights as are set forth herein, in the Articles and Bylaws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.

2.2 Board. The affairs of the Association must be managed by the Board. The Board must be selected in the manner, and must have such duties, powers and responsibilities as are set forth herein, in the Articles and Bylaws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of the Declarant as set forth in such instruments.

2.3 Declarant Control. Notwithstanding anything within the Declaration to the contrary, Declarant shall maintain control of the Association until all thirteen (13) Lots have been sold to anyone other than the Declarant or thirty (30) days after Declarant's election to waive its right of control to the Association, whichever occurs earlier. Declarant shall notify the Town with thirty (30) days of turning over

control to the Association and shall provide the Town with contact information for the Association.

2.4 Assessments and Liens. The Declarant (until such time as the Declarant no longer owns a Lot in the Subdivision) hereby covenants and agrees to pay, and the Owner of any Lot, by acceptance of a deed for a Lot in the Subdivision, covenants and agrees to pay any assessments of the Association made in the manner provided herein. Each assessment, together with interest and costs of collection as provided herein, shall be a charge on the land and a continuing lien upon the Lot against which the assessment is made. The sum of each assessment, any interest thereon and costs of collection thereof, will also be the personal obligation of each person holding an ownership interest in such Lot at the time when the assessment became due and payable; if more than one, their liability will be joint and several.

2.4(a) *General Assessments.* General assessments must be determined, established and collected each year as follows:

(i) *Budget.* In December of each year commencing with 2023, the Board must determine a budget for the ensuing calendar year, which must include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of Common Property, payment of taxes and insurance, and other costs connected therewith, including reasonable reserves for future expenses. Notices of Assessment amount must be mailed to each Lot owner by December 31 of each year commencing with 2023.

(ii) *Declarant Obligation and Apportionment of Assessments.* Declarant will bear the costs of maintaining, operating and improving the Common Property through December 31, 2023. Thereafter, the budgeted amounts must be divided equally among, and declared as an assessment against, the Lots. The Board must notify each Owner of the actions taken and the amount of the assessment against the Owner's Lot. Payment of an assessment against a Lot must be due no later than February 15 of each calendar year, unless another due date is specified by the Board. The Board's assessment notice must be mailed to the Owner at the Lot's most recently published address for property tax billing, with postage prepaid, or be personally delivered to the Owner.

2.4(b) *Special Assessments.* As necessary, from time to time, the Board may determine an amount to be collected through special assessments for unforeseen expenses, for approved improvements to the Common Property or for any other duly authorized expenditure of the Association, which amount must be divided equally among, and declared as an assessment against, the Lots. The Board must notify each Owner of the actions taken and the amount of the special assessment against the Owner's Lot. Payment of a special assessment against a Lot must be due on a date specified by the Board. The Board's special assessment notice must be mailed to the Owner at the Lot's most recently published address for property tax billing, with postage prepaid, or be personally delivered to the Owner.

2.4(c) *Collection of Assessments.* In the event any assessment levied against any Lot remains unpaid for a period of thirty (30) days from its due date, the Board may, in its discretion, file a claim for a maintenance lien against the Lot for which payment is not made, and upon compliance with the applicable provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim will be and become a lien against such Lot. The claim will thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject Lot must be responsible for all costs of collection incurred by the Association in connection therewith, including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for an assessment provided for herein by non-use of any Common Property or abandonment of his or her Lot.

2.4(d) *Joint and Several Liability of Grantor and Grantee.* Upon a voluntary conveyance, the grantee of a Lot must be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee must be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee must not be liable for, nor must the Lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement with ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.

2.5 Common Property Conveyance. The Declarant shall convey the Common Property to the Association upon completion of the stormwater facilities and receiving final approval of stormwater facilities from Dane County Land and Water Resources Department located on Outlot 1 (collectively, the "Stormwater Facilities").

2.6 Common Property Use.

2.6(a) *Stormwater Facilities.* The installation, maintenance, repair and replacement of any of the Stormwater Facilities will be the obligation of the Association, including, without limitation, maintaining the functioning of the Stormwater Facilities according to their design specifications. In the event the County or other municipal authority or governing body ("Stormwater Authority") sends written notice to the Association requiring the Association complete necessary maintenance of the Stormwater Facilities, and the Association refuses or fails to complete the necessary maintenance within thirty (30) days from the date of the Association's receipt of the mailing, then the Stormwater Authority may complete the necessary maintenance of the Stormwater Facilities and charge all costs as a special charge either to the Association or in equal shares to each Owner. The thirty (30) day notice period will not apply if corrective action is necessary to avoid an imminent threat to persons or property as a result of a failure of the maintenance of the Stormwater Facilities. A perpetual easement to access the Stormwater Facilities is hereby granted to the Stormwater Authority for such purposes. Each Lot must have a perpetual, non-exclusive easement on, over, across and through the other Lots for stormwater drainage to the Stormwater Facilities consistent with any applicable stormwater plan. It is the intent that this provision be limited to allow for reasonable stormwater drainage of the Lots consistent with natural stormwater drainage patterns and stormwater management plans of the Subdivision.

2.6(b) *Trails.* Declarant to construct or install initial trails within Outlot according to the Developer's Agreement. Following conveyance of Outlot to Association, the installation, maintenance, repair and replacement of any section of trails will be the obligation of the Association, including, without limitation, maintaining the function of the trails for recreational use by owners. Each Owner responsible for installing/mowing and maintaining access from said Lot to Outlot trail, if desired. Access through Outlot is subject to the approval of the Association and according to Section 2.7 below. Access from each lot must not traverse on to another Lot.

2.6(c) *Mailboxes.* United States Postal Service approved Next Generation Mailboxes that must be placed on the same side of the road where existing delivery occurs and within the public road right-of-way. Declarant to provide and install initial mailbox for each Lot. Each Owner must maintain their own mailbox. Mailbox type and placement is subject to the requirements of the United States Postal Service. Each Owner is responsible to provide replacement mailboxes and must be of similar type and quality as initial mailbox provided by Declarant.

2.6(d) *Common Property in General.* Except as provided in the preceding subsections, all Common Property must be held by the Association as open and recreation space for the benefit of the members subject to the following:

(i) The use of snowmobiles, ATVs or UTVs, motorcycles and other motorized vehicles on Common Property is prohibited, except as may be necessary to accomplish repairs and maintenance of the Common Property.

(ii) Pursuant to its authority over the Common Property, the Association may adopt such other rules as it deems necessary or prudent for its use but may not lessen any of the restrictions set forth above.

2.6(e) *Dissolution of Association.* In the event the Association is dissolved, voluntarily or involuntarily, the Association must offer to dedicate the Common Property to the Town. In connection with any such dedication which may be accepted by the Town, the Association must, after paying all its obligations, pay any remaining funds in its Association bank accounts to the Town.

2.7 Common Property Maintenance.

2.7(a) Except as provided below, from and after conveyance of the Common Property to the Association, the Association must maintain the Common Property in good and safe condition.

2.7(b) *Access to Common Property for Maintenance.*

(i) Outlot 1 may be accessed from each Lot or by Access Easement as depicted on the Plat. Each Lot owner may mow or install a maximum 5-foot-wide path to the walking trail from their Lot and will be responsible for maintaining their respective path from their Lot to the walking trail. Any tree removal within Outlot to gain access is subject to the approval of the Declarant, if applicable or Association. The Stormwater Authority must be granted access to Stormwater Facilities on said outlot for inspection purposes.

2.7(c) Maintenance includes, but is not limited to, periodic mowing, tree pruning, and maintenance, maintenance and repair of trails summarized as follows:

(i) According to the approved budget, the Association must mow the walking trail within the prairie biweekly or as needed to maintain a walkable trail.

2.7(d) Maintenance includes repair and replacement of the Stormwater Facilities in accordance with the Stormwater Maintenance Agreement, including inspection and reporting requirements summarized as follows:

(i) Stormwater Facilities must be inspected as required by applicable ordinances and as described by the Agreement for Maintenance of Stormwater Management Facilities as shown on Exhibit C attached hereto (the "Stormwater Maintenance Agreement"). The Stormwater Maintenance Agreement identifies the parts of the Stormwater Facilities in addition to access points.

(ii) The Association shall bear the cost of all inspections, reports and related fees.

(iii) The Association shall promptly complete all maintenance to the Stormwater Facilities as described in the Stormwater Maintenance Agreement or as determined to be necessary by the Stormwater Authority.

2.7(e) In the event any Owner or a guest, lessee, tenant, licensee, invitee agent, family member, or pet of an Owner damages any of the Common Property, the Association is authorized to repair and restore any damaged area to its former condition and to charge a special assessment against the Owner's Lot for the cost incurred in accordance with Section 2.4. This remedy will be in addition to any other recourse the Association, Town or any other Owner may have on account of the damage.

2.8 Town Remedies for Default.

2.8(a) If the Association fails to maintain the Outlot in the manner required by the Subdivision Documents or any ordinance of the Town, the Town has the right to give the Association written notice of default. The Association has thirty (30) days after the receipt of the written notice in which to cure the default or, if the default cannot be cured within thirty (30) days, the Association may cure the default within a reasonable time, provided that the Association promptly commences and diligently pursues cure of the default and notifies the Town of the delay. If the Association does not timely cure the default, the Town has the right to (i) assume maintenance of noncompliant Outlot and assess, on an equal basis, the cost of such maintenance to each Lot, (ii) exercise any right under applicable law to seek involuntary dissolution of the Association, or (iii) exercise both of the preceding remedies.

2.8(b) If the Town accepts a dedication of the Common Property pursuant to Section 2.6(e) above, the Town may thereafter assess the Lots on an equal basis for the costs of maintenance and repair of such Common Property.

2.8(c) Any assessments made by the Town pursuant to this Section 2.8 will constitute a lien against each Lot and the amount thereof will be included in the tax bill for each Lot. The Town will not be subject to any limits on assessments which may be imposed upon the Association in this Declaration or the Association's Bylaws. These remedies of the Town are in addition to all other rights and remedies available to the Town under applicable law. ALL OWNERS OF AFFECTED LOTS HEREBY WAIVE NOTICE AND PROTEST OF ANY TAX, ASSESSMENT OR SPECIAL CHARGES LEVIED BY THE TOWN AGAINST SUCH LOTS FOR THIS PURPOSE.

2.9 Easements Affecting Lots.

2.9(a) "Public Easements" means all public utility easements shown on the Plat.

2.9(b) "Private Access Easements" means (i) the platted access easement as shown on the Plat for maintenance of the Common Property and (ii) the shared access easements as shown on the Plat for shared driveways.

2.9(c) No structure, planting, or other materials are permitted to be placed or permitted to remain within any Public Easement, which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water or the direction of such flow through a Public Easement. The Public Easements located on a Lot and all improvements therein must be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or utility company is responsible.

ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE

An Architectural Review Committee ("Committee") is created herein for purposes of carrying out the Architectural Review Procedure and other Committee duties described in this Declaration. The Declarant will act as the Secretary and sole member of the Committee until the Declarant relinquishes control of the Committee or no longer has any interest in any Lot, whichever is earlier. After the Declarant ceases acting as the Committee, the Association must appoint three (3) members of the Association to serve as

the Committee, and until the Association has appointed members to the Committee, the Board must serve as the Committee. Following relinquishing control to Association appointed Committee, Association must inform Town and provide Committee contact information along with any and all updates to Committee members. The Committee must select one member to act as Secretary. The Committee will not be responsible for inspecting any construction to ensure compliance with the approved plans, but any Owner will have the right to bring legal action to enjoin any noncompliance or violation of this Declaration.

ARTICLE IV ARCHITECTURAL REVIEW PROCEDURE

4.1 No building is allowed to be erected, placed or altered on any Lot until the construction plans, specifications, landscaping plan and site plan showing, among other things, the building location and elevation, the septic system location, well location, the elevation of adjacent structures and the Lot topography have been approved in writing by the Committee. In reviewing all plans, the Committee will pay particular attention to exterior elevations, location of chimneys, materials, roof pitch and roofing materials, soffits, facia, siding and landscaping.

4.2 Submissions. In addition to such other information which the Committee may reasonably request, each Owner seeking preliminary or final approval of the Committee must submit the following:

4.2(a) Drawings of the proposed structures showing, at a minimum, floor plans, elevations or all views of the structure, driveway location, outbuildings, auxiliary structures, wall details, satellite dishes, structure locations, fences, wells, on-site sewage treatment facilities, outdoor recreational equipment, and playground equipment;

4.2(b) Descriptions of exterior finishes, roofing types and lighting materials, and upon request of the Committee, samples of such materials;

4.2(c) Architectural specifications for the above; and

4.2(d) Address for mailing the determination of the Committee. A submission will not be complete, and the time for review set forth in Section 4.4 below will not commence until all documents required in this Section 4.2 have been submitted. All such submissions must be made to the Secretary or to such other address that the Committee may designate. The Secretary will then call a meeting of the Committee to consider such plans and specifications. After the Declarant ceases acting as the sole member of the Committee, a quorum for action must be a majority of the Committee, and action of the Committee must be by majority vote of Committee members present or represented by proxy at such meeting. A tie vote on any issue must be deemed equivalent to rejection. The Committee, with the unanimous written consent of all of its members entitled to vote on any issue, may act without a meeting. The Committee may approve, disapprove, or approve subject to stated conditions on the preliminary and final development plans. If the Committee disapproves or conditionally approves the development plans, then the applicant must be entitled to resubmit revised plans. The Committee's decision must be in writing.

4.3 Standards. The Committee must have the right to reject any plans and specifications or plot plans which, in the judgment and opinion of the Committee:

4.3(a) are not in conformity with the restrictions in this Declaration; or

4.3(b) are not desirable for aesthetic reasons; or

4.3(c) are not in harmony with buildings located on the surrounding Lots; or

4.3(d) have exterior lighting, exterior signs, exterior television or satellite antennae, fencing or landscaping which are not desirable for aesthetic reasons; or

4.3(e) are not in conformity with the general purposes of this Declaration.

4.4 Action. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration must be deemed to have been complied with. If such plans are not rejected, then the Owner must construct the improvements materially in accordance with the submitted documents. Once approved by the Committee, the Secretary must send written evidence to the Town of the review and approval prior to the Town issuing a building permit. All material changes to such plans must be resubmitted to, and approved by, the Committee. Evidence of the Committee's approval must be provided to the Town Building Inspector for his or her use. However, administration and enforcement of the architectural control provisions of these covenants are not the responsibility of the Town.

4.5 Occupancy. No building or other improvement may be occupied unless it has been approved by the Committee and Town pursuant to Section 4.2 and has received occupancy approval from the Town of Verona.

4.6 Preliminary Sketches. Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to submittal of the information required for final approval.

4.7 Hold Harmless. The Committee must exercise its approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Committee harmless for any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal to approve plans and specifications by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee must be deemed sufficient.

4.8 Liability of Architectural Review Committee. The Committee and its individual members must not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

4.8(a) The approval, conditional approval or disapproval of any plans and specifications, whether or not defective;

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

4.8(c) The development of any property within the Subdivision.

ARTICLE V

ARCHITECTURAL DESIGN RESTRICTIONS

All Lots and all improvements thereon must be subject to the following architectural restrictions in addition to Town of Verona and/or Dane County ordinances:

5.1 Single Family Houses. Only single-family houses based upon colonial, transitional, coastal, craftsman, bungalow, Victorian, prairie or traditional styles will be permitted. The Committee must be the sole judge whether submitted plans conform to this restriction. Aesthetic considerations will be of primary importance and will take precedence over objective criteria. The submission of preliminary plans and elevations is encouraged.

5.1(a) Construction of single-family residence on Lot 3 is limited to a single-story home. The building height for the single-story home on Lot 3 must not have a vertical height greater than 24 feet as measured from the mean elevation of the finished grade along the front of the building (side directly facing the Dairy Ridge Road) to the mean height level between the highest ridge and its associated eave for gable and hip roofs. Flat roof or mansard roof not permissible.

5.1(b) Construction of single-family residence on Lot 11 is limited to a single-story home when front setback of home is between 100 feet and 125 feet as measured from front property line/Dairy Ridge Road right-of-way line to the front of the building. Construction of single-family residence on Lot 11 may be two-story home when front setback is greater than 125 feet as measured from front property line/Dairy Ridge Road right-of-way line to the front of the building. The building height for the single-story home on Lot 11 must not have a vertical height greater than 24 feet as measured from the mean elevation of the finished grade along the front of the building (side directly facing the Dairy Ridge Road) to the mean height level between the highest ridge and its associated eave for gable and hip roofs. Flat roof or mansard roof not permissible

5.2 Single Story Houses. Single story houses must have not less than 1,600 square feet on the main level, excluding the garage, and not more than 6,000 square feet of total impervious roof area. The main level is defined as the level totally above finished grade.

5.3 Two-Story Houses. Two-story houses must have not less than a total of 2,000 square feet of finished area, excluding the garage, and not more than 6,000 square feet of total impervious roof area. The two stories are defined as the levels totally above finished grade.

5.4 Reduction of Minimum Floor Requirements. The above minimum floor area requirements may be reduced by the Committee, in the event the proposed architectural design and quality of the house is such that it presents an appearance comparable or superior to the appearance of other houses built on any of the other Lots.

5.5 Computation of Square Footage. Porches, screened porches, breezeways, attached garages and basements may not be considered in determining square footage requirements other than in determining the 6,000 square foot maximum roof impervious area.

5.6 Garages. All houses must have attached garages for at least two, but not more than four total vehicle spaces. All garages may be either front or side entry.

5.7 Exterior Walls. Except as provided herein, the exterior walls of each building must be constructed of brick, stucco, stone, LP SmartSide (engineered wood product); Hardie Plank or CertainTeed fiber cement siding, or wood or any combination thereof. Unfaced concrete block, structural concrete, prefabricated metal, aluminum, other fiber cement or "Texture 1 -11" siding is not be permitted. All siding must be stained or painted. Because the colors available in stains and paints vary greatly, the desired color schemes must be submitted with the building plans for approval. Notwithstanding the foregoing, composite materials must be acceptable for trim and band boards, including fascia, corners, window trim and ring boards.

5.8 Color of Exterior Surfaces. It is the intent of the Committee to coordinate trim, siding and roofing colors to provide the most aesthetic combination for every house developed on a Lot. The overall color schemes must be submitted with the building plans for approval.

5.9 Chimneys. All chimneys must be brick and corbelled, stucco, stone or wood siding with corners, and all exterior flues must be enclosed.

5.10 Fascia. Fascia must be cedar, redwood or composite materials. No aluminum fascia will be permitted. Fascia must be ten (10) inches minimum depth.

5.11 Soffits. Soffits may be wood, stucco or aluminum.

5.12 Roofing. Roofing must be High-Definition architectural type, textured fiberglass or asphalt shingles, wood shakes, tile or slate. Standard three-in-one shingles will not be permitted.

5.13 Roof Pitch. Roof pitch must be 4/12 (4 inches vertical to 12 inches horizontal) or steeper unless otherwise approved by the Committee.

5.14 Fences. Except for partition fences (5.15), no fences or retaining walls may be erected without prior approval of the Committee.

5.15 Partition Fences. For any Lot which abuts upon or is adjacent to land used for agriculture, farming or grazing purposes, the Owner, at its sole cost and expense, may erect, keep and maintain partition fences, satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence between such land and the Lot.

5.16 Signs. No signs of any type, other than signs permissible by State Statutes, may be displayed on any Lot without prior written consent of the Committee. This restriction does not apply to lawn signs of less than four (4) square feet advertising a home or Lot for sale. The Declarant may display a sign of a larger size to identify the Subdivision as having Lots available. Any signs displayed must also be consistent with Town and County Ordinances.

5.17 Outbuildings and Temporary Structures. Except with a variance granted under Section 5.23 below, a maximum of one shed or other outbuilding is permitted upon a Lot, provided such shed or outbuilding meets the requirements of Dane County Zoning Ordinances and Town of Verona Ordinances.

5.17(a) An accessory building shall be no larger than 600 square feet.

5.17(b) No trailers (other than as stored in a garage or approved accessory building) will be permitted on a Lot at any time.

5.18 Driveways.

5.18(a) The general location of driveways for the Subdivision will be subject to the Town's prior approval and must comply with any requirements of Chapter 75 of Dane County Ordinances. Lots 1 and 2 must jointly access Spring Rose Road. Lots 5 and 6 must jointly access Dairy Ridge Road. Lots 7 and 8 must jointly access Dairy Ridge Road. Lots 9 and 10 must jointly access Dairy Ridge Road. Lots 12 and 13 must jointly access Dairy Ridge Road. Owner or owner's representative must obtain a driveway permit from the Town prior to commencing construction of driveway. Driveways must be concrete, asphalt or brick; and each Owner must install the Owner's driveway within thirty (30) days after completion of construction of the Owner's house, unless not permitted by weather conditions. In all events, each Owner's driveway must be completed within two (2) years from the issuance of the Owner's building permit. Each Owner must comply with any driveway ordinance of the Town from time-to-time in effect and must obtain from the Town any driveway permit required by such an ordinance before any driveway is constructed or any culvert placed.

5.19 Lighting. Exterior lighting on each Lot must be of such focus and intensity so the residents of adjacent Lots will not be disturbed, and lighting must comply with the Town of Verona Dark Sky Ordinance. Lighting plan must be submitted to the Architectural Review Committee for review. Lighting plan must also be submitted with building permit packet to the Town of Verona for review by the Town of Verona Building Inspector for compliance with the Town's Dark Sky Ordinance.

5.20 Wells & Septic Systems. It is intended that each Lot be served by its own well and septic system.

5.21 Other Utilities. Except for temporary service during construction, all utilities serving any building or site must be underground. No building or other improvement, or trees may be erected, placed or planted within any utility easement. Liquid petroleum not allowed if natural gas available. Driveways are permissible within utility easement on property line within lots that require shared access to Dairy Ridge Heights.

5.22 General. All buildings, dwellings, garages, outbuildings, satellite dishes, fences, walls, basketball hoops, lawn ornaments, tennis courts, swimming pools or other structures constructed or erected on any Lot must be approved prior to construction, in writing, by the Committee, as to placement, landscaping, materials, colors and design. No wind-powered electric generators or radio receiving or transmitting antennae may be placed on a Lot without approval of the Committee. Satellite dishes and exterior television antennas must be properly screened from view. The maximum allowable impervious surface per lot is 13,100 square feet. Any additional impervious surface installed is subject to additional stormwater features such as a rain garden or other approved stormwater feature by the Stormwater Authority within the Lot and must be approved by Dane County Land and Water Resources Department.

5.23 Variances. The Committee is authorized to grant variances from any provision of this ARTICLE V, except those sections of ARTICLE V listed in 9.8, where such variance would assist in carrying out the spirit and intent of this Declaration and where strict application of the provision would result in the hardship to the person seeking the variance.

ARTICLE VI USE RESTRICTIONS

6.1 Parking. Parking of service vehicles, tractors, lawn tractors, trailers, boats, travel trailers, mobile homes, campers, and other recreational vehicles is prohibited except in garages or accessory buildings. Semi-tractors and trucks of over one-ton capacity may not be temporarily or permanently kept on any Lot except in conjunction with providing services of a temporary nature to the Owner of such Lot. This must not prohibit temporary parking of such vehicles for loading and unloading.

6.2 Appearance. Each Owner must be responsible for maintaining the Lot and structures approved by the Committee in neat appearance.

6.3 Trash. Trash containers must be visually screened. Trash containers must be placed at the roadside only on days of trash collections or may be placed at the roadside the night before trash collections. Trash containers must be removed from roadside and returned to visually screened location within twenty-four (24) hours of trash collection. No garbage or refuse may be placed on any Lot unless in a suitable container. No trash may be deposited on any Lot. Any cuttings, leaves, brush, rocks or earth deposited on any Lot shall be temporary in nature and must be disposed of within 30 days. Screened composting facilities may be maintained subject to the approval of the Committee.

6.4 Burning. Burning of brush and plant material is allowed only if a permit is obtained from the Department of Natural Resources proper authority. <https://dnr.wi.gov/topic/ForestFire/permits.html>

6.5 Pets. No animals, livestock, reptiles, birds, or poultry of any kind may be raised, bred or kept on any Lot, except three (3) domesticated pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Domesticated pets include dogs and cats. Non-domesticated or poisonous animals of any kind are strictly prohibited. Horses, pigeons, rabbits, and pot-bellied pigs are strictly prohibited. All animals must be housed within the principal structure on the Owner's Lot and no external kennels or other animal boarding facility will be allowed. Commercial animal boarding, kenneling

or treatment is expressly prohibited, whether for fee or not. No Owner may keep a dog whose barking creates a nuisance to neighbors. When outside the principal residence, dogs must be on leash, under voice control or contained within either containment fence if approved by Association or invisible buried underground fence. No animal having vicious propensities may be kept or maintained either inside or outside the principal dwelling.

6.6 Activities. No noxious or offensive trade, hobby or any activity may be carried out on property that will become a nuisance in the Subdivision. The Lots must be used for only residential purposes and not for agricultural purposes. No loud or unreasonable noise will be permitted. The operation of any motorbike, go-cart, or other similar motorized device within the Subdivision will be deemed a nuisance if the sound generated therefrom is an annoyance to neighbors.

6.7 Firearms and Hunting. No firearms are allowed to be discharged within the Subdivision. No hunting will be allowed within the Subdivision.

6.8 No Licensing of a Building. No Owner, directly or indirectly, shall obtain or maintain a license to operate a tourist room house or bed and breakfast in any house or structure on any Lot.

6.9 Restrictions on Advertising a Building for Rental or Lease. No Owner shall advertise through any form of media or communication, the availability of a house on a Lot (or any portion thereof) for rent or lease except for a lease permitted under Section 6.10 of this Declaration. Advertising on any short-term rental internet site including, but not limited to, VRBO, Airbnb, HomeAway, Expedia, ShortTermHousing.com, Craig's List or any other similar site or venue is expressly prohibited.

6.10 Leasing or Renting of a Building. Except as provided in this Section 6.10, no house on any Lot (or any portion thereof) may be leased or rented. An Owner may lease its house once per calendar year to a single Family for a period of not less than six (6) consecutive months. Prior to the beginning of the lease term, the Owner shall provide to the Association a copy of the lease together with a list identifying the names of each tenant that will be occupying the house during the term of the lease. An Owner who sells their Lot may enter into a leaseback arrangement with the new owner of the Lot; provided, the lease term does not extend beyond one hundred twenty (120) days from the date fee simple title to the Lot is conveyed to the new owner. No later than five (5) days after the Lot is conveyed, the new owner shall provide the Association with copies of the executed deed and lease.

6.11 Enforcement. Any Owner who violates any of the terms of Sections 6.9 through 6.10 of this Declaration shall pay the Association immediately upon written demand the greater of (i) \$1,000.00 or (ii) 150% of the daily rental amount (prorated if necessary) paid by the tenant or renter for each day such provisions are violated. The Owner shall also pay the Association's actual attorney fees it incurred in enforcing the terms of this Amendment. The Owner consents to the Association placing on their Lot a lien for the amount owed to the Association.

ARTICLE VII LANDSCAPING AND RESTRICTIONS

7.1 Landscaping.

7.1(a) *Lots.* Each Owner must install foundation and other plantings in accordance with this ARTICLE VII to put the overall appearance of each home and its adjoining land in harmony with its setting.

7.1(b) *Outlot.* Unless an exception is granted by the Town, landscaping on the Outlot and planting of the Outlot will be completed within two (2) years of recording of the Plat.

7.2 Landscaping Restrictions. The following plants are prohibited: silver maple, boxelder, buckthorns, honeysuckle, Autumn Olive, Amur Maple, Mexican bamboo, ajaga, pampas grass and other species which may be invasive into the adjacent Lots. Individual Owners are required to remove any of the prohibited species or other invasive, noxious weeds from their Lot at their sole cost.

7.2(a) A current list of approved/preferred trees is maintained by the Secretary of the Association and shall be provided to members upon request. Additions and subtractions to the approved/preferred tree list shall be governed by the Board. The planting of black walnut trees will require the prior location approval by the Committee, as they can kill shrubs and other plantings. Any such trees not included in the list and shown on the landscaping plan or planted on a Lot are subject to Committee approval.

7.3 Landscaping Points. The landscaping plan for each Lot must be approved and inspected by the Committee and achieve a minimum of 600 landscaping points; provided that total points must be appropriate for the size of lot and consistent with the overall landscaping plan as determined by the following point schedule. Special consideration will be given to landscaping features so that there is an easy access to the septic system and the well by appropriate equipment, as the septic tanks need to be pumped out every three years and the motor in the well may need to be replaced. Landscaping of adjacent lots should be coordinated to provide for a more aesthetic appearance. For example, tree or prairie plants may be planted to provide for a visual impact that combines these features on more than one lot. All landscaping must be installed within eighteen (18) months of receipt of certificate of occupancy.

<u>Landscaping Element</u>	<u>Point Value</u>
Prairie plants	20/1,000 sq. ft
Rain garden	100
Tree (2" - 3" caliper at 18 inches)	75
Tree or Small Tree (1-1 ½" caliper at 18 inches, i.e., Crab, Hawthorn, etc.)	50
Evergreen Tree (4 to 6 feet in height)	50
Evergreen Tree (2 to 3 feet in height)	20
Large Deciduous Shrub (3-year transplant - 36" min.)	10
Small Deciduous Shrub (3-year transplant - 18" min.)	5
Evergreen Shrub (3-year transplant - 24" min.)	5

7.4 Lawns. For establishment of lawns, yards must be fertilized and sodded or fertilized and seeded. This requirement includes the area within the street right of way. Natural prairie plantings are allowed within right of way provided the plants are less than 2.5 feet in height. Natural prairie plantings are allowed as part of the landscaping plan as approved by the Committee. In-ground lawn irrigation systems are permissible.

7.5 Maintenance of Landscaping. The maintenance of the plantings and yard areas is the responsibility of the Owner. Any trees or shrubs which die must be removed by the 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 and to maintain the minimum amount of Landscape Points required as set forth in Section 7.3 above. The use of plantings in excess of those required above is encouraged.

7.6 Drainage Swales.

7.6(a) The graded slopes and swales established by Declarant must remain as permanent and no Owner may grade or obstruct any swale or drainage way (including drainage ditches along the public streets), whether protected by easement or not, which is in existence at the time of development so as to impede the flow of surface water from other Lots through such swale or drainage way. Within these slopes and swales, no structure, planting or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope and swale ratios, create erosion or sliding problems or which may change the direction of flow (or obstruct or retard the flow of water through) the drainage channels. The slopes and swales of each Lot and all improvements in them must be maintained continuously by the Owner of that Lot, at the Owner's expense, except for those improvements for which a public authority or utility company is responsible.

7.6(b) In order to control runoff, all downspouts and downspout extenders must drain into a permeable area such as grass, planting bed, or rock landscape area.

7.6(c) In the event of any conflict between an Owner's building or site plans or the Stormwater Management Plan, the latter must control. Any disputes relating to drainage swales, drainage or other surface water issues must be resolved by the Board, which may seek advice of the Town's Engineer. The Town may wish to have its Engineer review drainage issues if they are in a Public Easement, as defined in Section 2.9(a). However, the Town will not intercede in drainage disputes between Owners of Lots. The Association must establish procedures by which such decisions can be heard and decided by the Board.

7.7 Lot 5 Rock Outcroppings. The rocks located within Lot 5 may not be removed by the Owner of that Lot.

7.8 Existing Deciduous Trees. Existing, desirable deciduous trees including all white oak trees must be maintained, protected and kept unless a specific tree is an imminent safety concern or impedes on the ability to construct driveway. Should tree removal for driveway construction be necessary, tree(s) to be removed shall be shown on site plan for driveway permit application for review by Town of Verona Engineer.

7.9 Public Road Right-of-Way. The Lot owner is responsible for maintaining the vegetation of the Lot within the public road right-of-way and only grasses shorter than 2.5 feet may be planted within the road right-of-way.

ARTICLE VIII

ADDITIONAL RESTRICTIONS AND NOTICES FOR OWNERS

8.1 Access, Easements and Rights-of-Way. No Owner may grant any access easement, right-of-way, or sell lands or use other means to give adjacent lands access to any Lot or Lots.

8.2 No Additional Lots. No Lot may be further subdivided so as to create an additional building parcel. This covenant shall not prevent a lot line adjustment between Owners or the use of one Lot and a portion of an adjoining Lot as a building parcel, so long as no additional Lot or building parcel is created, and each Lot is a minimum of 1.5 acres.

ARTICLE IX

MISCELLANEOUS

9.1 Successors and Assigns. The covenants and agreements set forth in this Declaration, and the easements granted hereunder, shall be perpetual, shall bind Declarant and all of the Owners of the Lots, and their respective successors and assigns, and shall run with the land.

9.2 Governing Law: Partial Invalidity. This Declaration is construed and enforced in accordance with the terms of the laws of the State of Wisconsin. If any term of this Declaration is found to any extent be held invalid or unenforceable, the remaining terms and provisions will be valid and enforced to the fullest extent permitted by law.

9.3 Notices. Notices are to be given to the Declarant at 7935 Almor Drive, Verona, Wisconsin 53593. Notices to an Owner of a Lot will be given in care of the street address of the Lot or to the address to which the tax bill is mailed.

9.4 Amendment. All provisions of this Declaration are subject to amendment by written instrument approved by the Association, except as provided in Section 9.8 below.

9.5 Enforcement. Any Owner or the Town may pursue enforcement at law or equity of the covenants and restrictions herein by an action in the Dane County Circuit Court. In any action, the prevailing party must be entitled to an award of its actual costs and reasonable attorneys' fees.

9.6 Private Right of Action. The Committee must not be responsible for inspecting any construction to ensure compliance with the approved plans, but any Owner, including the Declarant, must have the right to bring legal action to enjoin any noncompliance or violation as set forth in Section 9.5 above.

9.7 Terms of Covenants. This Declaration will run with the land and will be binding upon all Owners of Lots covered by this document for a period of thirty (30) years from the date this document is recorded, after which time it will automatically stand renewed for successive five (5)-year periods unless the Association terminates or changes such covenants in whole or in part by executing and recording an instrument to that effect in the office of the Dane County Register of Deeds. Termination or change to this Section must require the written approval of the Town.

9.8 Protective Provisions for Town. Notwithstanding any provisions to the contrary herein, none of Sections 1.1, 2.5, 2.6, 2.7, 2.8, 2.9, 5.1, 5.2, 5.3, 5.18, 5.19, 5.20, 5.21, 5.22, 5.23, 6.4, 6.6, 7.1, 7.2, 7.3, 7.5, 7.6, 7.9, 8.1, 8.2, 9.1, 9.4, 9.5, 9.7, 9.8 of this Declaration may be altered, be allowed to expire or be terminated without the express written consent of the Town.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the ___ day of _____, 2022.

DECLARANT
TWIN ROCK, LLC

By: _____
Bret Saalsaa, Managing Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ___ day of _____, 2022, the above named Bret Saalsaa, the Managing Member of Twin Rock, LLC and to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same on behalf of Twin Rock, LLC and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

[SEAL]

Attachments:

Exhibit A – Subdivision Plat

Exhibit B – Stormwater Maintenance Agreement

Exhibit C – Stormwater Management Plan

Drafted by:

Carrico Engineering and Consulting, Inc.

Adam Carrico, PE

DRAFT

DEVELOPMENT AGREEMENT

DAIRY RIDGE HEIGHTS

This Developers Agreement (“Agreement”) is dated this ___ day of _____, 202___, between the Town of Verona, Wisconsin, a body corporate and politic (“Town”), and _____, (“Developer”).

Recitals

A. The Developer owns certain undeveloped real estate located in the Town, which is legally described in Exhibit A (“Property”). The Developer wishes to develop the Property as a subdivision as described in the Neighborhood Declaration of Development attached hereto as Exhibit B (“Declaration”) and depicted in the Plat attached as Exhibit C (the “Plat”).

B. The Town has determined that the development of the Property substantially as shown in the Declaration and Plat (the “Development”) is consistent with and promotes the achievement of the goals and objectives of the Town’s comprehensive plan and is otherwise in the public interest.

C. The parties have entered into this Agreement for the purpose of describing the terms and conditions pursuant to which the development of the Property will be implemented.

D. The Developer wishes to proceed with the installation of private improvements to serve the Development. The Town requires that the Developer enter into an agreement with the Town regarding the installation of these improvements prior to commencement of construction.

E. The parties intend to be mutually bound by this Agreement in accordance with the terms and conditions described herein.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and other good and valuable consideration mutually acknowledged, it is agreed, as follows:

ARTICLE I INTERPRETATION AND GENERAL STANDARDS

Section 1.1 Agreement Interpretation. All questions concerning interpretation or clarification of this Agreement or applicable Town ordinances, including the discovery of conflicts, discrepancies, errors or omissions, or the acceptable performance thereunder by the Developer, shall be immediately submitted in writing to the Town for resolution. At all times the Developer shall proceed with the work implementing the Development in accordance with the determinations, instructions, and clarifications of the Town, but all such determinations, instructions and clarifications by the Town shall be entirely consistent with the terms of this Agreement.

Section 1.2 Standards and Codes. Whenever references are made in this Agreement to standards or ordinances in accordance with which the Development is to be performed, the latest revision of the Town's Ordinances shall apply unless otherwise expressly stated. In case of conflict between any referenced standard or code on the one hand, and any provision of this Agreement on the other hand, the more stringent requirement shall govern. All applicable laws, ordinances, statutes, rules, regulations, or orders in effect at the time the relevant work under this Agreement is performed shall apply to the Developer and its contractors, employees, representatives, and subcontractors. The Developer shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections and shall furnish any documentation, bonds, security or deposits required to permit any work within Development. Notwithstanding the foregoing, the parties acknowledge that any change to the laws, ordinances, statutes, rules, regulations or orders by the Town during the term of this Agreement shall affect the Town as a whole and not only this Development or the Developer.

Section 1.3 Developer is Independent Contractor. Notwithstanding any other provisions of this Agreement to the contrary, the Developer is an independent contractor, and nothing herein shall be construed so as to make the Developer, its contractors or consultants agents of the Town, or the Town, its employees, agents or consultants agents of the Developer. However, this does not limit the Town regulatory control over Developer regarding the quality of the required work. Furthermore, nothing contained in this Agreement shall be construed as creating any contractual relationship whatsoever with the Town's consultants (planning, engineering, financial and legal) or any persons or entities other than the Town and the Developer.

ARTICLE II REQUIRED IMPROVEMENTS

Section 2.1 Private Improvements.

The Developer shall complete construction of all private improvements as described in par. 2.1(a) in material compliance with all Town standards and plans and specifications (the "Plans") prepared by the Developer's engineer and approved by the Town Board and all other regulatory agencies having jurisdiction over the private improvements, all at Developer's sole expense unless otherwise agreed by the parties. No work shall commence within dedicated rights-of-way or other public lands until such Plans have been approved. The following provisions govern the design and construction of the private improvements.

a) **Improvements Required.** The required private improvements (the "Improvements") shall include construction of stormwater management facilities as per the Plans and as approved by Dane County Water Resources Engineering Division, native prairie planting of the Outlot per the Plans, installation/mowing of the private trail within the Outlot per the Plans and planting of deciduous trees along the fronts of Lots 7-13 of the Plat as per the locations shown on the Plans totaling at least 400 landscaping points as per Section 7.3 of the approved Declaration of Subdivision Covenants.

b) Control of Fugitive Emissions. Developer shall use control practices during construction to minimize fugitive dust consistent with those used by developers on similar developments in Town.

c) Noxious Weeds/Landscape Maintenance. Developer shall maintain grasses at a reasonable height and control noxious weeds on all private lots until they are owned by a party other than the developer.

d) Damage to Town Roads. The Developer shall be responsible for repairing all damage to Town roads caused exclusively by developer's construction activities and shall clean any mud or debris from the Town roads adjacent to the Plat during construction of the Improvements until acceptance by the Town.

f) Permits. Developer shall obtain all required governmental permits for work within the public right-of-way prior to commencement of such work and shall comply with all conditions of such permits.

h) Utilities: The Developer shall install public utilities, such as gas, electrical power, telephone and data transmission, to make adequate service available to each lot. All utility services shall be underground unless the Town Board approves overhead installations. Developer is responsible for making all arrangements with the utility companies and paying all costs associated with utility extensions.

Section 2.1.1: Time of Completion of Improvements

a) No construction activity may commence until this Agreement has been executed. Additionally, the Developer, or its contractors, shall have obtained the appropriate County permits, certificates of liability insurance for any and all activities related to the construction and installation of the Improvements, and the Town Staff have given written authorization to start work.

b) The construction of all Improvements and placement of all survey stakes shall be completed within 12 months from the date of initial construction start date unless an extension is approved by Town staff.

d) Starting and Completion Dates. The Developer shall provide a schedule of construction setting forth the approximate dates of commencement and completion of construction for all Improvements. The Developer agrees that no work shall be scheduled for the Improvements and no construction shall be commenced without the Town's written approval of the starting date. Any deviation from this schedule will require approval of the Town Administrator. The timing provided for in this agreement relates only to the Improvements and all parties acknowledge that Developer shall have no obligations or commitments with respect to sale of individual lots or construction of homes or improvements thereon.

Section 2.2 Hours of Construction. All work within the public right-of-way and stormwater management features and all outdoor work on individual homes shall be done only

between 7:00 am and 7:00 pm Monday through Friday and 8:00 am to 5:00 pm on Saturday. No outside work is permitted on Sunday. The work shall be sequenced in a manner that minimizes the length of time and extent of excavations or other obstruction to travel within the roadways. Appropriate warning signs shall be maintained at all times during construction within public rights-of-way.

Section 2.3 Stormwater Management Facilities. The Developer shall prepare and record a stormwater maintenance agreement assuring sufficient inspection and maintenance tasks to maintain the operation of all stormwater management facilities in accordance with their design specifications, subject to the approval of Dane County. The Developer shall provide a copy of the recorded maintenance agreement or appropriate deed restriction to the Town within five (5) days after receipt of the recorded instrument.

Except as may be subsequently approved by the Town and Dane County, the cost and the responsibility to maintain on-site stormwater management facilities within the Development shall be the responsibility of the Homeowner's Association in perpetuity.

Section 2.4 Private Improvement Requirements. All work within any public right-of-way shall be subject to the following requirements and restrictions:

- (a) **Approval of Contractors.** All contractors, subcontractors and material suppliers performing services or providing materials for such work shall be selected by the Developer.
- (b) **Standards.** The Improvements shall be constructed in material compliance with the Plans. If construction of the Improvements does not commence within one year of plan approval, plans for such Improvements shall be resubmitted for review and approval by the Town Administrator. The Town, through designated agents, may provide construction observation during the construction of the Improvements. Construction observation shall not relieve the Developer of any obligation under this Agreement, nor shall the observation impose any obligations or liability upon the Town, its officers, agents or consultants with respect to the Improvements. Notwithstanding the foregoing, Developer may rely upon approvals from the Town and confirmation that the submittals in question are in compliance with the Town's requirements.
- (c) **Acceptance of Work.** The Developer agrees that the Improvements will not be accepted by the Town Board or Town Administrator until:
 - (i) satisfactory completion of all required Improvements as specified in this Agreement, including any work necessary to adequately address the issues outstanding at the time of conditional approval of the Improvements;
 - (ii) all outstanding charges to be paid by the Developer under Town Ordinances or as required by this Agreement and related to the Development have been paid in full;

- (iii) restrictive covenants required under Article IV have been approved by the Town Board and recorded in the Office of the Dane County, Wisconsin Register of Deeds;
- (iv) all easements required by this Agreement have been recorded;
- (v) affidavits and lien waivers are received by the Town Administrator verifying that all contractors providing work, services, or materials in connection with the Improvements have been paid in full for all such work, services and materials;
- (vi) the Town Board has received evidence satisfactory in its reasonable discretion that no liens or other encumbrances (except those approved in writing by the Town) encumber the Improvements; and
- (vii) the Town Staff has determined that all Improvements have been constructed and installed in a good and workmanlike manner and remain in such condition at the time acceptance is requested; and
- (viii) the Town has been provided a complete set of “as built” plans for all Improvements.

(d) Contractor Insurance. The Developer shall assure that the general contractor maintains insurance per the schedule in this section at all times during construction of the Improvements and, with respect to products/completed operations coverage, for a period of 3 years after Acceptance. The Developer shall require the general contractor to provide to the Town’s Administrator a current certificate of insurance to evidence compliance with this Agreement. The Developer shall require that each Contractor who is not covered by the general contractor’s insurance policy, as determined by the general contractor’s certificate of insurance, also provide to the Town’s Administrator a current certificate of insurance. Insurance certificates shall list the Town of Verona as additional insureds, and the required policies shall provide such additional insured coverage on a primary, non-contributory basis and include a waiver of subrogation rights. The certificate(s) shall evidence coverage with limits no less than the following:

(i) Workers’ Compensation per applicable state and federal law, and in the amount of \$500,000 for employer’s liability.

(ii) Commercial General Liability Insurance, which shall also include completed operations and product liability coverages and shall not exclude coverage for property under the care, custody, and control of the Contractor, in the following amounts:

1. General Aggregate (except Products/Completed Operations): \$1,000,000.

2. Products/Completed Operations: \$1,000,000.
3. Personal and Advertising Injury: \$1,000,000.
4. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000. Property damage liability insurance shall provide Explosion, Collapse, and Underground Coverages where applicable.
5. Excess Liability—General Aggregate: \$1,000,000.
6. Excess Liability—Each Occurrence: \$1,000,000.

(iii) Automobile Liability: Either:

1. Bodily Injury—Each Person: \$1,000,000; Bodily Injury—Each Accident: \$1,000,000; and Property Damage--\$500,000, OR
2. Combined Single Limit (Bodily Injury and Property Damage)—Each Accident: \$1,000,000.

(iv) Umbrella policy (pay on behalf form), with limits of \$2,000,000 for bodily injury, personal injury, and property damage on a combined basis.

- (e) **Indemnification.** The Developer shall, and shall require all Contractors engaged in the construction of the Improvements to, indemnify and hold the Town harmless from and against any and all claims, losses, damages, costs and expenses which such Contractors may or might incur, or which the Town might incur by the act or omission of the Contractors or their agents, in connection with the construction of the Improvements. Such indemnification and hold harmless clause shall be in form and content acceptable to the Town Attorney and shall be included in each agreement that the Developer has with any Contractor. The provisions of this section shall continue in effect following the expiration or termination of this Agreement and apply to all acts or omissions of such Contractors occurring while this Agreement is in effect.

Section 2.7 Development Regulations. Nothing in this Agreement relieves the Developer from any obligations to obtain all necessary approvals and to follow all applicable local, state and federal requirements in order to proceed with the contemplated projects within the Development. The Development shall comply with all applicable Town, County and State ordinances and nothing in this Agreement obligates the Town to grant variances, exceptions, conditional use approvals, rezoning or other Town approvals, or otherwise waive applicable Town requirements. Except as provided by law, or as expressly provided in this Agreement, no vested rights shall inure to the Developer by virtue of this Agreement. Nor does the Town warrant that the Developer is entitled to any other approvals required for development of any part of the Development solely as a result of this Agreement.

**ARTICLE III
FINANCIAL OBLIGATIONS**

Section 3.1 Developer to Reimburse Town Costs Incurred. The Developer shall reimburse the Town for all costs incurred by the Town for design review, construction observation, testing, and associated legal and real estate fees for the Improvements. The amount payable to the Town by the Developer under this paragraph shall include all of the following:

- (a) The cost of the Town's engineer, Town Staff and attorneys for time engaged in (1) the preparation, review, evaluation, alteration, approval and enforcement of the plans, this Agreement or any other plans or agreements connected with the Development or the Improvements; (2) the construction, observation, coordination and materials testing, or inspection of the Improvements or any activity associated with their construction; (3) the enforcement of this Agreement or any Town ordinance or other regulation relating to the Improvements; and (4) any other activity that is reasonably necessary and associated with the construction of the Improvements. The Developer's reimbursement obligation is based on the actual amount properly charged to the Town under the usual arrangement with the engineers, Town staff or attorneys have with the Town. Rates for all engineers, Town staff or attorneys who shall be performing services on behalf of the Town are set forth on Exhibit ____.
- (b) The cost of Town employees' time while engaged in any of the activities described in par. (a) based on the hourly rate (or hourly rate equivalent) paid to the employee multiplied by a factor determined by the Town Administrator to represent the Town's cost for statutory expense benefits, insurance, sick leave, holidays, vacation and similar benefits, overhead and supervision, but not to exceed a factor of 2.0.
- (c) The Developer shall reimburse the Town for Town equipment employed in any activity described in this Agreement, the cost of mileage reimbursed to Town employees and the actual costs of Town materials incorporated into the Improvements plus a restocking and handling fee not to exceed ten percent (10%) of the cost of Town materials.
- (d) Interest shall be charged on any amount not being disputed in good faith by the Developer and not paid to the Town within thirty (30) days of the invoice date at prime rate plus one percent (1%). All amounts assessed against Developer hereunder shall be submitted to Developer in an invoice form along with written evidence of all charges for any third parties. Such invoices shall include details regarding hours, rates and services provided for each charge.

Section 3.2 Escrow Deposit.

- (a) Deposit Required. The Developer shall deposit with the Town, in escrow, the sum of \$15,000 prior to commencement of the Development. The Town Clerk/Treasurer shall draw upon the escrowed funds on a monthly basis to reimburse the Town for the fees and expenses consistent with §3.1 that the Town has incurred in connection with the Development. The Deposit(s) required herein shall not relieve the Town's obligation to provide detailed invoices for all amounts under Section 3.1, above.
- (b) Escrow Replacement. In the event that the escrow deposit falls below fifty percent (50%) of the original amount required to be deposited, the Clerk/Treasurer may require the applicant to restore the escrow balance to the original amount required hereunder.
- (c) Refunds. In the event that funds remain in escrow over and above the Town's recoverable expenses after construction and acceptance of the Improvements by the Town Board as per Section 2.4 (c), the remaining balance shall be refunded to the Developer within 60 days of the acceptance of the Improvements by the Town Board.
- (d) Interest. The escrow account shall not bear interest for the benefit of the applicant.
- (e) Accounting. An accounting of all expenses incurred by the Town in connection with the Development, and the status of the escrow, shall also be provided to the applicant upon request or periodically. Any dispute with respect to the propriety or amount of any withdrawal shall be subject to appeal to the Town Board.
- (f) Default. If the Developer defaults in restoring the escrow account within 30 days of being notified, the Town will not issue any building permits, and/or any occupancy permits for the Development until the default is cured.

Section 3.3 Fire Service Fees. The Developer shall pay the established fire service fees allocable to the Property in the aggregate of number of building lots times \$310/building lot (or any adjusted fee in effect at the time of payment) commencement of the construction of the first residential dwelling. No building permit will be issued until this fee is paid in full.

ARTICLE IV RESTRICTIVE COVENANTS

Section 4.1 Recording of Land Use Restrictions. The Developer shall record deed restrictions, homeowner's association declarations and homeowner association bylaws for the Plat as provided in this section prior to commencement of work on the Development. The deed restrictions are subject to the prior written approval of the Town Board. All required deed restrictions or provisions in homeowner association declarations establishing required obligations or restrictions hereunder, shall provide by their terms that they may not be amended,

terminated or otherwise altered without the written approval of the Town Board, and that they may be enforced by the Town through legal or equitable remedies.

(a) Deed restrictions and/or homeowner's association declaration shall assure the maintenance of all stormwater management facilities is accomplished as and when necessary to maintain the functioning of the facilities according to their design specifications. Such maintenance may be delegated to the Home Owners' Association owning the common areas of the Development, but shall also provide that in the event such maintenance is not completed as required, the Town shall have the right to accomplish the maintenance and charge the cost thereof to the Association or individual lot owners.

(b) Deed restrictions or homeowner's association declarations shall designate and grant perpetual easements to the Town for purposes of inspection and for all stormwater management facilities, on-site wastewater treatment systems and potable water supplies.

(c) Deed restrictions or homeowner's association declaration shall restrict the use of the lots to single-family residential uses on individual lots of not less than 1.5 acres in accordance with the terms of the applicable rezoning approval for the Development.

ARTICLE V GENERAL PROVISIONS

Section 5.1 General Provisions. This Agreement is subject to the following additional general provisions:

- (a) Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon the Developer or the Town by the Ordinances, or any statutes or regulations applicable to the Improvements.
- (b) Anywhere that an approval or consent of the Town is required hereunder, such approval or consent shall not be unreasonably withheld, conditioned or delayed.
- (c) This Agreement shall be binding upon the Developer (jointly and severally if more than one) and upon the successors and assigns of the parties. This Agreement may not be assigned without the prior written consent of the Town Board, which consent may be withheld, conditioned or delayed in the Town's sole discretion.
- (d) The Developer represents that it is, or prior to the commencement of any work on the Development will be, the lawful owner of the Development and lawfully seized and possessed of the Development.
- (e) In the event of any breach by Developer of this Agreement, whether or not subsequently cured, the Developer shall pay, in addition to any damages or other relief obtained by the Town, all of the Town's costs and expenses, including reasonable attorneys' fees, relating to such breach, all of which shall be due and payable as incurred and shall be added to any judgment obtained by the Town.

- (f) No approval by the Town or the Town Attorney or any other person acting on behalf of the Town shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the Improvements. The Developer acknowledges that, other than those approval powers expressly delegated by this Agreement, approvals or waivers by the Town are legally unenforceable unless made pursuant to formal action by the Town's governing body.
- (g) It is understood that the Developer has selected and appointed all its contractors, and the Town shall have no responsibility whatsoever for Developer's contractors or for the quality of the materials or workmanship provided by such contractors. No authority granted herein to the Town in connection with the review or approval of the contractors, or the improvements, shall be deemed to create any liability whatsoever on the part of the Town or its agents.
- (h) This Agreement is intended solely to regulate the obligations of the parties hereto with respect to one another. Nothing in this Agreement is intended to create, admit or imply any liability to any third-party nor to provide any benefit to any person, firm, corporation or governmental or non-governmental entity not a party to this Agreement.
- (i) Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity under applicable law. All rights are reserved. The Developer acknowledges and agrees that nothing in this Agreement provides any vested right or assurance that any future agreements will be reached between the parties, whether or not necessary to implement the Development contemplated by this Agreement.
- (j) In no event and under no circumstances shall the Town be liable under this Agreement, to Developer for consequential, incidental, indirect, special or punitive damages, and Developer waives any claim to such damages. By way of example, and not limitation, "consequential damages" include lost profits or income, the cost of replacement financing, damage to reputation, lost business opportunities and loss of property values or anticipated property value increases. This limitation shall be effective regardless of the theory of liability and regardless of any breach or claim of breach.
- (k) Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the following:

To the Town: Town Administrator
 Town of Verona
 7669 CTH PD
 Verona, WI 53593

To the Developer: _____

- (l) If one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision. If any such provision is held to be invalid as applied to any property or circumstances, such determination shall not affect the applicability of such provision to any other property or circumstances.
- (m) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. A facsimile signature is deemed the equivalent of an original signature.
- (n) Either party may record a copy of this Agreement or a memorandum of this Agreement with the Register of Deeds for Dane County, Wisconsin.
- (o) The Developer understands and acknowledges that as a governmental entity, the Town cannot surrender its governmental authority by contract, and nothing in this Agreement shall be construed to preclude or limit the exercise by the Town of any governmental authority vested in it by law.
- (p) The parties acknowledge that this Agreement is the product of negotiations among the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this Agreement shall be construed more strictly for or against any party because that party's attorney drafted this agreement or any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the date and year first above written.

TOWN: Town of Verona

By:	
Mark Geller	Teresa Withee
Town Chairperson	Town Clerk/Treasurer
Date:	Date:

Developer

Name:
Address:

Date:

Exhibit B
**AGREEMENT FOR MAINTENANCE OF
STORMWATER MANAGEMENT MEASURES**

RECITALS:

- A. Twin Rock, LLC is the owner of property in the Town of Verona, County of Dane, State of Wisconsin, more particularly described on Exhibit 1 attached hereto (“Property”).
- B. The County requires Owner to record this Agreement regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the stormwater management measures and to grant to the County the rights set forth below.

NOW, THEREFORE, in consideration of the agreement herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

- 1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on the Property in good condition and in working order and such that the measures comply with approved plans on file with Dane County. Said maintenance shall be at the Owner’s sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements. Specific maintenance tasks are more particularly described on Exhibit A.
- 2. Easement to County. If Owner fails to maintain the stormwater management measures as required in Section 1, then County shall have the right, after providing Owner with written notice of the maintenance issue (“Maintenance Notice”) and thirty (30) days to comply with the County’s maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. County will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner’s use of the Property. All costs and expenses incurred by the County in conducting such maintenance may be charged to the owner of the Property by placing the amount on the tax roll for the Property as a special assessment in accordance with Section 66.0703, Wis. Stats. and applicable portions of the Dane County Ordinances.
- 3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is recorded with the Register of Deeds Office for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed by the County and all of the then-owners of the Property.
- 4. Miscellaneous.
 - (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: Twin Rock, LLC
Bret Saalsaa
7935 Almor Drive
Verona, WI 53593

If to County: Dane County Land & Water Resources Department
Water Resource Engineering Division
5201 Fen Oak Drive, Room 208
Madison, WI 53718

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

This space is reserved for recording data

Return to:
Dane County Land & Water Resources
5201 Fen Oak Dr., Rm. 208
Madison, Wisconsin 53718

Parcel Number(s):
0608-183-8681-0, 0608-183-8180-9

- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

X _____
 Water Resource Engineering Division Staff Signature

 Print or type name

State of WI, County of _____; Subscribed and sworn
 before me on _____ by
 the above named person(s).

 Notary Public

Print or type name: _____

My Commission Expires: _____

X _____
 Owner Signature

 Print or type name

State of WI, County of _____; Subscribed and sworn
 before me on _____ by
 the above named person(s).

 Notary Public

Print or type name: _____

My Commission Expires: _____

DRAFTED BY: Adam Carrico, PE
 Carrico Engineering and Consulting, Inc.
 1926 N Kollath Rd
 Verona, WI 53593
 (608) 832-6352

EXHIBIT 1

LEGAL DESCRIPTION

Part of the Northeast 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, being more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 18; thence S 00°25'07" E along the east line of the Southwest 1/4, 525.90 feet to the point of beginning.

Thence continue S 0°25'07" E, 797.85 feet to the Southeast Corner of the said Northeast 1/4 of Southwest 1/4; thence N 88°05'08" W along the south line of the said Northeast 1/4 and Northwest 1/4 of the Southwest 1/4, 2,551.11 feet to the Southwest Corner of the said Northwest 1/4 of the Southwest 1/4; thence N 00°27'49" E along the west line of the said Northwest 1/4 of the Southwest 1/4, 478.84 to the south line of Lot 1 Certified Survey Map No. 15601; thence along said Lot 1 for the next 2 courses N 89°26'28" E, 305.62 feet; thence N 00°25'07" W, 342.54 feet to the centerline of Dairy Ridge Road; thence along said centerline for the next 5 courses N 87°31'58" E, 244.19 feet; thence along an arc of a curve concaved southerly having a radius of 1,432.72 feet and a long chord bearing and distance of S 86°41'34" E, 295.42 feet; thence S 80°30'31" E, 152.52 feet; thence along an arc of a curve concaved northeasterly having a radius of 2,863.91 feet and a long chord bearing and distance of S 84°16'28" E, 360.53 feet; thence S 87°52'35" E, 1,189.65 feet to the point of beginning. This parcel contains 1,975,184 sq. ft. or 45.34 acres.

PERMANENT COMPONENTS OF THE STORMWATER SYSTEM

The stormwater system consists of the following components:

- Wet Detention Basin

INSPECTION AND MAINTENANCE

All components of the stormwater system shall be inspected at least semi-annually in early Spring and early Autumn. Repairs will be made whenever the performance of a stormwater control structure is compromised as described below. Stone will be added to the emergency overflow weirs/emergency spillways as needed. Responsible party shall maintain records of all inspections and maintenance activities.

WET DETENTION BASIN:

- Visually inspect the pond outlet structure(s) and perimeter semi-annually. All undesirable vegetation and volunteer tree growth shall be removed, including any in close proximity to the outlet structure.
- Check the outlet structure for deterioration or damage, obstructions, sediment, and general operation.
- Check the condition at the receiving area/channels at the outlet and downstream from the release structures for stability and signs of erosion damage or sparse vegetation.
- Inspect the sediment depth once every five years.
- A topographic survey of the pond bottom and sediment depth shall be conducted when the average depth of the permanent pool is 3.5 feet or at the request of Dane County Land and Water Resources Department. The survey shall be of sufficient detail so as to evaluate volume of accumulated sediment. Survey data shall be sealed by a registered land surveyor or engineer.
- Accumulated sediment in the permanent pool area, as identified by the topographic survey, shall be dredged and disposed offsite as required by Wisconsin Department of Natural Resources Technical Standard 1001 – Wet Detention Pond.
- Access to the pond must be maintained to perform inspection and maintenance activities.
- No plantings or structures of any kind are permitted within the retention pond area, without prior written approval of Dane County Land & Water Resources Department.

CHANGES TO STORMWATER FACILITIES

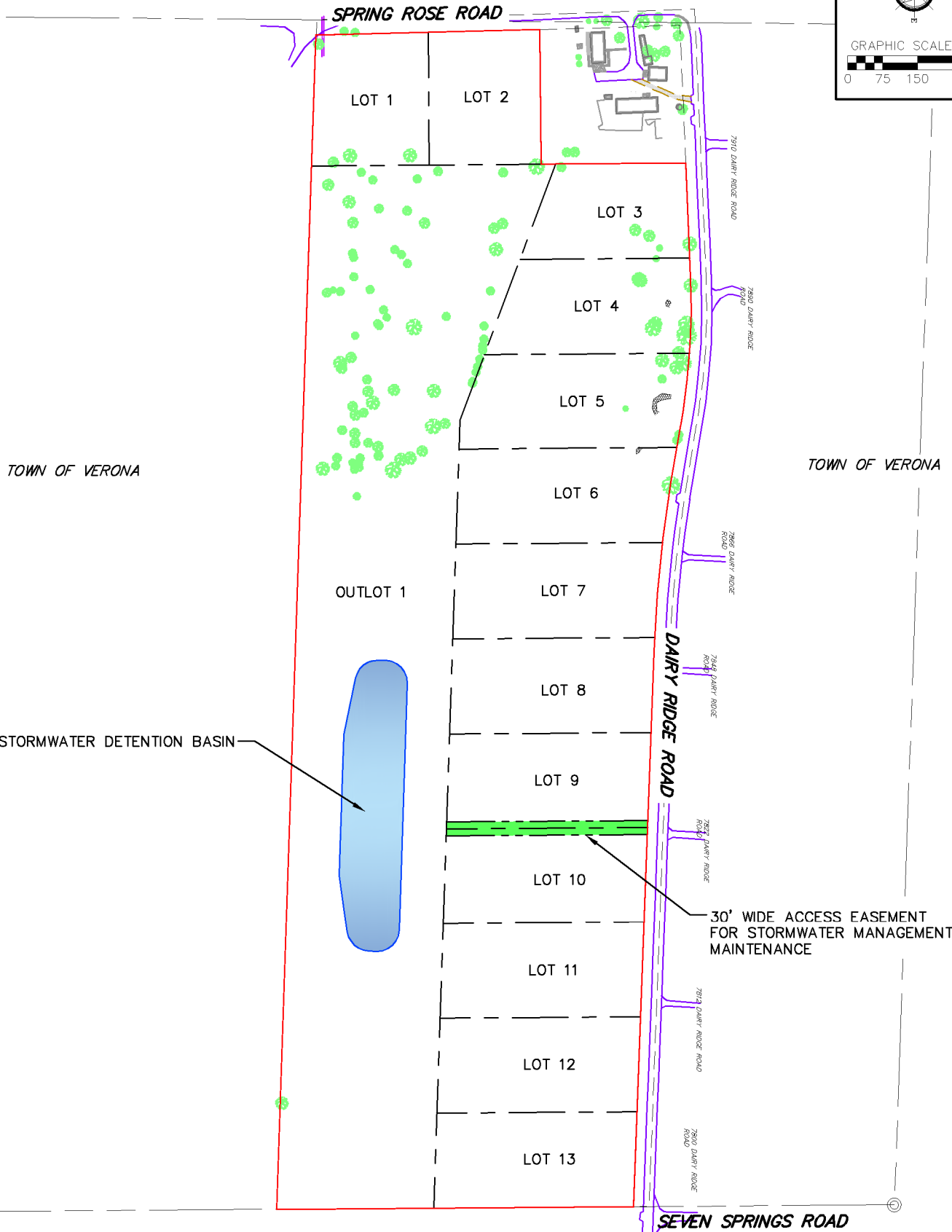
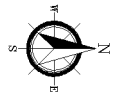
All components of the stormwater system shall remain as constructed. Any changes to the stormwater facilities shall be approved by the Dane County Land & Water Resources Department and requires update to stormwater management plan.

ACCESS TO STORMWATER FACILITIES

Access to stormwater facilities within Outlot 1 shall be accessed from Dairy Ridge Heights between Lots 9 and 10 within the 30-foot-wide access easement.

05 Oct 2021 - 2:22p K:\Carrico Engineering\Projects\20\200018 Dairy Ridge Heights - Scalsaa - Twin Rock\CADD\200018_SWM Plan.dwg by: Admin2Fix

TOWN OF SPRINGDALE



STORMWATER DETENTION BASIN

30' WIDE ACCESS EASEMENT FOR STORMWATER MANAGEMENT MAINTENANCE

Carrico Engineering
 (608) 832-6352 | carricoengineering.com

Stormwater Management Plan	SCALE	AS SHOWN	SHEET
	DATE	9/21/2021	
Dairy Ridge Heights	DRAFTER	ALC	EXHIBIT C
Town of Verona	PROJECT NO.	200018	
Dane County, Wisconsin	REV		

**Resolution 2022-01
Town of Verona**

A Resolution Amending 2022 General Fund Budget

WHEREAS, the Town of Verona was granted \$100,691 in American Rescue Act Funds (ARPA) Local Fiscal Recovery Funds in 2021; and

WHEREAS, ARPA funds may be used to provide premium pay to eligible workers; and

WHEREAS, eligible worker is defined as “those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government”; and

WHEREAS, Town Staff have provided essential work during the COVID-19 pandemic without interruption to Town residents;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Verona Board of Supervisors allocate \$26,600 from the ARPA funds and in the increase the General Government budget by \$15,100, and increase the Public Works budget by \$11,500, to be distributed as needed between individual line items by the Administrator.

ADOPTED by the Town of Verona Board on January 04, 2022, Dane County, Wisconsin.

Mark Geller, Town Chair

Teresa Withee, Clerk/Treasurer

Dated _____