



MEETING OF TOWN OF VERONA PLAN COMMISSION ZOOM meeting

Thursday, September 16, 2021 6:30 PM

The Town of Verona Plan Commission will hold its meeting via Zoom. The Plan Commission meeting will **NOT** be held at Town Hall, 7669 County Highway PD, Verona WI.

To join the meeting online:

<https://us06web.zoom.us/j/83467933312?pwd=S1diaWtuRCtvWkFOV2J3b2FQSFBqZz09>

Meeting ID: 834 6793 3312

Passcode: 379144

Or dial by your location using the same meeting ID and password above
(312) 626 6799

SPEAKING INSTRUCTIONS

Oral public comments: Those wishing to speak during the Zoom meeting **MUST** be online at the beginning of the meeting. The Chair will ask the folks who have called in, if they want to comment and on what agenda item at the beginning of the meeting.

Written comments: You can send comments to the Plan Commission on any matter, either on or not on the agenda, by emailing sgaskell@town.verona.wi.us or in writing to Sarah Gaskell Town of Verona Hall, 7996 County Highway PD, Verona WI, 53593. You can also drop off comments in the dropbox in the vestibule of the Town Hall, which is open 24 hours.

Applicants: Applicants for CSMs and/or zoning changes are asked to participate via Zoom and to join 5 min before the start of the meeting. The Chair will ask for a brief update from each applicant and you should also be available for questions from the commissioners.

1. Call to Order/Approval of Meeting Agenda

Review of the meeting format and identification of the people on the zoom meeting.
Please state your name and address as this meeting will be recorded.

2. Public Comment - Opportunity for comment from persons in attendance on items not listed below over which this governing body has jurisdiction. Comments on matters not listed on this agenda could be placed on a future Plan Commission meeting agenda. If the Chair or staff have received written comments for items not on the agenda, these will be read.
3. Approval of minutes from August 19th, 2021 Plan Commission Meeting
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
5. Discussion and Possible Action: Land Use Application 2020-06 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)
6. Discussion: Comprehensive Land Use Plan Amendment Process Update
7. Commissioner Comments
8. Other
9. Next Meeting: Thursday October 21st, 2021
10. Adjourn

Per Resolution 2016-2 agendas are posted at the Town Hall and online at www.town.verona.wi.us. Go to www.town.verona.wi.us and sign up for the Town List Serve to receive notices via email. 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 office @ 608-807-4466. Please do so at least 24 hours prior to the meeting so that proper arrangements can be made. Notice is also given that a possible quorum could occur at this meeting for the purposes of information gathering only, of the Town Board, Natural and Recreational Areas Committee, and/or Public Works Committee.

Posted: September 8 2021, Douglas Maxwell, Chair, Town of Verona Plan Commission

Town of Verona Plan Commission Meeting Minutes

Thursday, August 19, 2021

6:30pm Zoom meeting

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

Staff: Sarah Gaskell, Administrator

Other: Dan Sarbacker, Lindsey Krueger, Dale Malner, Jeff Schleicher, Kirsten Witte, Lee and Becky Stilwell, Mason Swanson, Mona Cassis, Noa Prieve, Rosemary Bodolay, Susan and Hans Pigorsch, Barbara and Harvey Tempkin, Jane Barnett, Mark Geller, Bret Saalsaa, Heidi Disch, Jim Herkert, Dave Lonsdorf, Ron Klaas, Adam Carrico, Marge Stench, Bennet Davis, Doug Wolf

1. Call to Order/Approval of Meeting Agenda – Maxwell called the meeting to order at 6:32 pm. Motion to approve the agenda by Saalsaa Miller, second by Slack. Motion carried by voice vote.
2. Public Comment – none.
3. Approval of minutes from 6/17/2021. Motion to approve minutes by Paul, second by Saalsaa-Miller. Motion carried by voice vote.
4. Discussion and Possible Action: Land Use Application 2021-11 submitted by Sugar River Investors, LLC for a rezone from AT-35 to RM-16 for 38.4-acre parcel 062/0608-301-8001-1 located at 2325 Sugar River Road, Verona WI
 - a. Discussion included RM-16 allowable uses, future lot splits, consistency with surrounding land uses
 - b. Motion to recommend approval of Land Use application 2021-11 by Doug Maxwell, second by Tom Mathies subject to the following condition:
 - i. The **conditional** uses of this parcel be limited to those of the RR-16 zoning category
Motion carried by voice vote.
5. 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 Condo Plat Concept Approval and Rezone (parcel number 062/060-364-8990-2 (20.3-acres)). The proposed zoning would change from RM-16 to MFR-08.
 - a. Discussion included preservation of rural viewshed, creation of private driveway access agreements between neighbors and HOA, definition of limited common elements, changing the placement of building envelope on Lot 3, providing field access for the property to the south, removal of public road dedication from the plat, Ice Age Trail dedication on east and south boundary of property, and addition of utility easements to the plat; applicant is asked to consider changes for the preliminary plat
 - b. Motion to recommend approval of land use application 2021-06 for zoning change from RM-16 to MFR-08 and the plat concept plan for four units by Maxwell, second by Mathies subject to final plat plan approval and with a deed restriction for single family homes.
Motion carried 5-0.

6. Discussion and Possible Action: Land Use Application 2021-12 submitted by D'Onofrio Kottke on behalf of Mishpacha LLC (Harvey Temkin), 2325 Sugar River Road, for a CSM and Rezone creating a 7-acre lot to be rezoned to RR-4. This CSM involves parcel numbers 0608-203-9002-7, 0608-203-8722-8, 0608-203-8512-2, and 0608-202-9375-8.
 - a. Discussion items included upgrading existing driveway to meet code for fire truck access, dedication of Road ROW, future land use of the driveway, maximum number of users of shared driveway easement, removal of the word preliminary and reference to City of Verona
 - b. Motion to recommend approval of the CSM dated 12 Aug 2021 for land use application 2021-12 with the following conditions by Mathies, second by Saalsaa-Miller:
 - i. Removal of the word "preliminary" from CSM
 - ii. Addition of dedication of road ROW on Sugar River Road
 - iii. Removal of City of Verona as an approving authority
 - iv. Removal of note #4 concerning dedication of ROW, if adjacent parcel is approved for a subdivision
 - v. Town agrees to accept the ROW dedication associated with Sugar River RoadMotion carried 5-0.
7. Discussion and Possible Action: Land Use Application 2021-06 submitted by Twin Rock LLC for Preliminary Plat and Neighborhood Association Declaration Approval for property near 2528 Spring Rose Road (062/0608-183-8681-0 and 0-608-183-31809)
 - a. Discussion included requested changes from last iteration; mailbox placement, trail surface, shared access for lots 1 and 2 on Spring Rose Road and recommended changes to the draft covenants
 - b. Motion to approve recommendation of the Preliminary Plat by Paul, second by Mathies subject to the following conditions:
 - i. Approval of a developer's agreement
 - ii. Shared driveway between Lot 1 and 2Motion carried 4-0 with Saalsaa-Miller abstaining.
8. Commissioner Comments - None
9. Other - None
10. Next Meetings: Thursday, September 9 and 16 2021
11. Adjourn – 11:02 pm

Submitted by Sarah Gaskell, Town Planner/Administrator

Approved

Town of Verona Plan Commission Meeting Minutes

Thursday, September 9, 2021

5:30pm Zoom meeting

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

Staff: Sarah Gaskell, Administrator

Other: Mona Cassis

1. Call to Order/Approval of Meeting Agenda – Maxwell called the meeting to order at 5:30 pm. Motion to approve the agenda by Paul, second by Mathies. Motion carried by voice vote.
2. Public Comment – none.
3. Discussion and Possible Action: Draft Subdivision Ordinance
 - a. Discussion included review of entire document, Condo plat process, infrastructure improvements, inclusion of Chapter 10; questions for the town's attorney and next steps
4. Next Meetings: Thursday 16 2021
5. Adjourn – 6:32 pm

Submitted by Sarah Gaskell, Town Planner/Administrator

Approved

2021-07

TOWN OF VERONA
APPLICATION FOR LAND USE CHANGE

Please review the Town of Verona Comprehensive Land Use Plan and Subdivision and Development Ordinance 05-04 (found on the Town website: www.town.verona.wi.us) and Dane County Ordinances Chapter 10 – Zoning, Chapter 11 – Shoreland, Shoreland-Wetland and Inland-Wetland Regulations and Chapter 75 – Land Division and Subdivision Regulations prior to application.

APPLICATION IS MADE to the Town of Verona Board for a land use change for:

Property address/legal description 2014 MANHATTAN DR., VERONA, WI 53593

Please check all that apply:

- ☐ comprehensive plan amendment
☒ rezone petition

current zoning category RR-4
new zoning category requested SFR-1

- ☐ conditional use permit
conditional use requested _____

- ☒ certified survey map
☐ preliminary plat
☐ final certified survey map
☐ concept plan
☐ site plan
☐ request for Town road access

Property Owner: NORBERT REPKA Phone# 608-440-5571

Address: 2014 MANHATTAN DR., VERONA E-Mail norbert_reпка@hotmail.com

Applicant, if different from the property owner: _____

Applicant's Phone# _____ E-Mail _____

If the applicant is different from property owner, please sign below to allow the agent to act on behalf of property owner.

I hereby authorize _____
to act as my agent in the application process for the above indicated land use change.

Signature _____ Date _____

Description of Land Use Change requested: (use reverse side if additional space is needed)

LAND DIVISION / LOT SPLIT (see attached narrative)

I certify that all information is true and correct. I understand that failure to provide all required information will be grounds for denial of my request

Applicant Signature Norbert Repka

Date 7/2/2021

Print Name NORBERT REPKA

RETURN COMPLETED APPLICATION OF MAP/PLAN AND ANY OTHER INFORMATION VIA EMAIL TO:

Sarah Gaskell, Planner/Administrator, Town of Verona
7669 County Highway PD, Verona, WI 53593-1035
sgaskell@town.verona.wi.us

A pre-application meeting or initial review may be scheduled with Town Staff and/or Plan Commission Chair if you have questions or concerns. Please call 608-845-7187 with questions.

Planning Report

Town of Verona

July 22nd, 2021

2014 Manhattan Drive

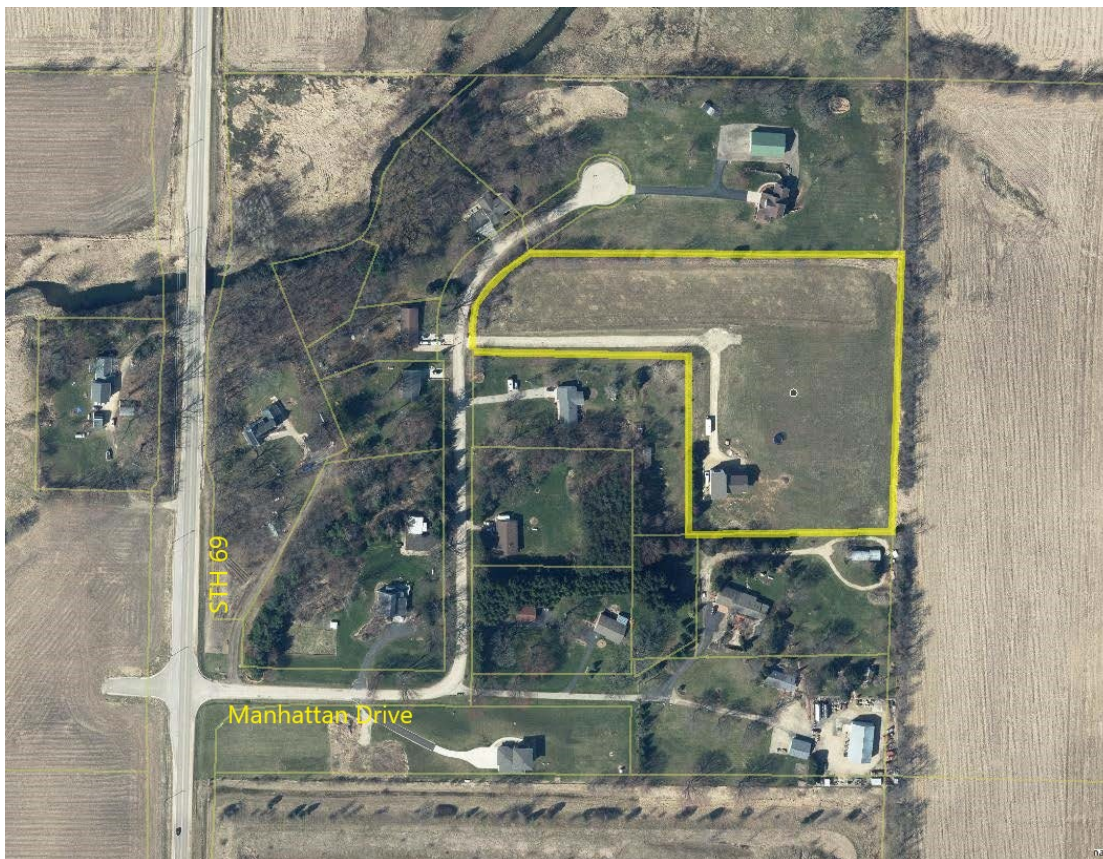
Summary: The applicant seeks a CSM and rezone for parcel 062/0608-284-8440-2. Currently one 6.21-acre lot zoned RR 4, the CSM would create four (4) SFR-1 lots of 1.0, 1.0, 1.7 and 1.8 acres in size.

Property Owner: Norbert Repka

Property Addresses: 2014 Manhattan Drive, Verona WI 53593

Applicant: same

Location Map



Comprehensive Plan Guidance:

The density of this area is Urban Residential - SFR, so 1 house per 1-2 acres. The parcel is currently zoned RR 4 and the rezone would be consistent with the Future Land Use Map.

Current and Proposed Zoning: The current zoning for the parcel is RR 4. The proposed zoning would be SFR-1.

Extra-territorial Review/Boundary Agreement Authority: This parcel is in Area D (section 8.05) of the boundary agreement with the City of Verona so further approvals are required. This will include a potential meeting of the City/Town Joint Planning Committee.

Surrounding Land Use and Zoning: This parcel is part of a “town neighborhood” that consists of a mix of RR and SFR zoning parcels. The land use directly east of this parcel is AT-35.

Site Features: None of significance

Driveway Access: The current driveway that serves the residence will remain with Lot 4. It will also provide access to the proposed additional lots via a shared driveway easement agreement.

Other: The proposed lots 3 and 4 will share a private shared septic system due to lot size. The proposed location for the shared septic system is depicted on page 2 of the applicant submission. It is unknown if this location has been specifically examined for septic field suitability. Lot 2 and Lot 3 will have no public road frontage but will have access via a shared driveway easement.

Norbert Repka

2014 Manhattan Dr

Verona, WI 53593

4/8/2021

Petition for Land Division / Lot Split

Description:

The current lot at 2014 Manhattan Dr. as recorded on the CSM 5947, Volume 28, p. 163 has 6.21 acres. The owner wants to split the land for future residential development. The current zoning of the lot is RR-4 (Rural Residential District). Based on Town of Verona Comprehensive Plan (TVCP 2018-2038) this neighborhood is a "Town Neighborhood" and is designated as Urban Residential Area (as per Map 9.4 of the TVCP). Based on data in Access Dane, most of the neighboring lots are zoned SFR-08, SFR-1 or SFR-2 (Residential District) with lot sizes from 0.8 acres to 2.0 acres.

Based on the attached drawing (see Appendix), the lot split would consist of 4 residential lots:

- Lot-1: with a proposed area of roughly 1.0 acres (proposed zoning SFR-1)
- Lot-2: with a proposed area of roughly 1.0 acres (proposed zoning SFR-1)
- Lot-3: with a proposed area of roughly 1.7 acres (proposed zoning SFR-1)
- Lot-4: with a proposed area of roughly 1.8 acres (proposed zoning SFR-1)

The remaining area (proposed area of roughly 0.7 acres) with the access driveway would be either donated to the Town of Verona or provided with an HOA easement. If needed, this area would be rezoned to grant access to utility companies, garbage removal, snow removal and future occupants. It would probably be beneficial to create a new street / cul-de-sac with a new street name for example "Manhattan Circle".

While Lot-1 and Lot-2 will comply with the requirements set for in the TVCP 2018-2038, Lot-3 and Lot-4 will require a private shared septic system. See the applicable policy for Urban Residences below (see TVCP 2018-2038, p. 112):

1. The Town will limit new development to a density of one (1) residential dwelling unit per one and a half (1.5) acres for single-family dwellings. With the following exceptions:

- *Higher densities are possible if the development is served by public sewer or a private shared septic system that serves multiple homes. This density will be as low as 1 residential dwelling per 0.5 or 0.7 acres depending on the land use map.*

As mentioned above this lot is located in the "Town Neighborhood" and is subject of the extra-territorial jurisdiction (ETJ). In 2016, the City of Verona and the Town of Verona approved a ten-year boundary agreement. Based on this agreement, any lot splits, land divisions, or rezoning of land is subject to the Joint Planning Committee (see Section 8, bullet 8.05 Area D: Town Neighborhoods) approval. As per this requirement, the owner would like to submit this petition for land division / lot split.

Thank you,



Norbert Repka, PhD.

SURVEYED BY:
MOORE SURVEYING, LLC
N3131 ROBIN ROAD
POYNETTE, WI 53955
(608) 288-1860

DATE OF SURVEY:
JUNE 11, 2020

PROPERTY SURVEYED:
2014 MANHATTAN DR.
VERONA, WI 53593

SURVEYED FOR:
NORBERT REPKA
2014 MANHATTAN DR.
VERONA, WI 53593

PROJECT: 2612

LEGEND

- 1" IRON PIPE FOUND
- 3/4" X 24" REBAR SET
WEIGHING 1.50 LBS/L.F.
- ◆ SECTION CORNER MON.
- (40') RECORDED DATA
- - - - - LOT LINE
- - - - - CENTER LINE ROAD
- - - - - RIGHT-OF-WAY LINE
- - - - - SECTION LINE
- - - - - PROPERTY LINE

NOTES

- BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SE 1/4 OF SECTION 28, TOWNSHIP 06 NORTH, RANGE 08 EAST, TOWN OF VERONA, DANE COUNTY, WISCONSIN, RECORDED AS BEARING N 00°27'26" E.
- ALL PLSS MONUMENTS AND TIES WERE FOUND AND VERIFIED.
- REFER TO BUILDING SITE INFORMATION CONTAINED IN THE DANE COUNTY SOIL SURVEY.

LEGAL DESCRIPTION

A DIVISION OF LOT 2, CERTIFIED SURVEY MAP NUMBER 5947, LOCATED IN THE NE 1/4 OF THE SE 1/4, SECTION 28, TOWNSHIP 06 NORTH, RANGE 08 EAST, TOWN OF VERONA, DANE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

LOT 2, DANE COUNTY CERTIFIED SURVEY MAP NUMBER 5947.

SAID PARCEL CONTAINS 270,289 SQUARE FEET OR 6.20 ACRES MORE OR LESS.

SUBJECT TO RECORDED AND UNRECORDED RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY AND EASEMENTS.

SURVEYORS CERTIFICATE

I, ANDREW R. MOORE, PROFESSIONAL LAND SURVEYOR HEREBY CERTIFY THAT THIS SURVEY IS IN COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE TOWN OF VERONA AND DANE COUNTY, WISCONSIN. I ALSO CERTIFY THAT BY THE DIRECTION OF NORBERT REPKA, I HAVE MAPPED THE LANDS DESCRIBED AND THAT THIS MAP IS A CORRECT REPRESENTATION THEREOF.

ANDREW R. MOORE, PROFESSIONAL LAND SURVEYOR, S-3028

CERTIFIED SURVEY MAP NO. _____

PART OF THE NE 1/4 OF THE SE 1/4, SECTION 28, TOWNSHIP 06 NORTH,
RANGE 08 EAST, TOWN OF VERONA, DANE COUNTY, WISCONSIN

1-1/4" BAR
E 1/4 CORNER
SECT. 28-6-10

SHEET 1 OF 2

MANHATTAN DRIVE

RIGHT-OF-WAY VARIES

MOORE SURVEYING, LLC
Over 40 Years Experience

LANDS

LANDS

LANDS

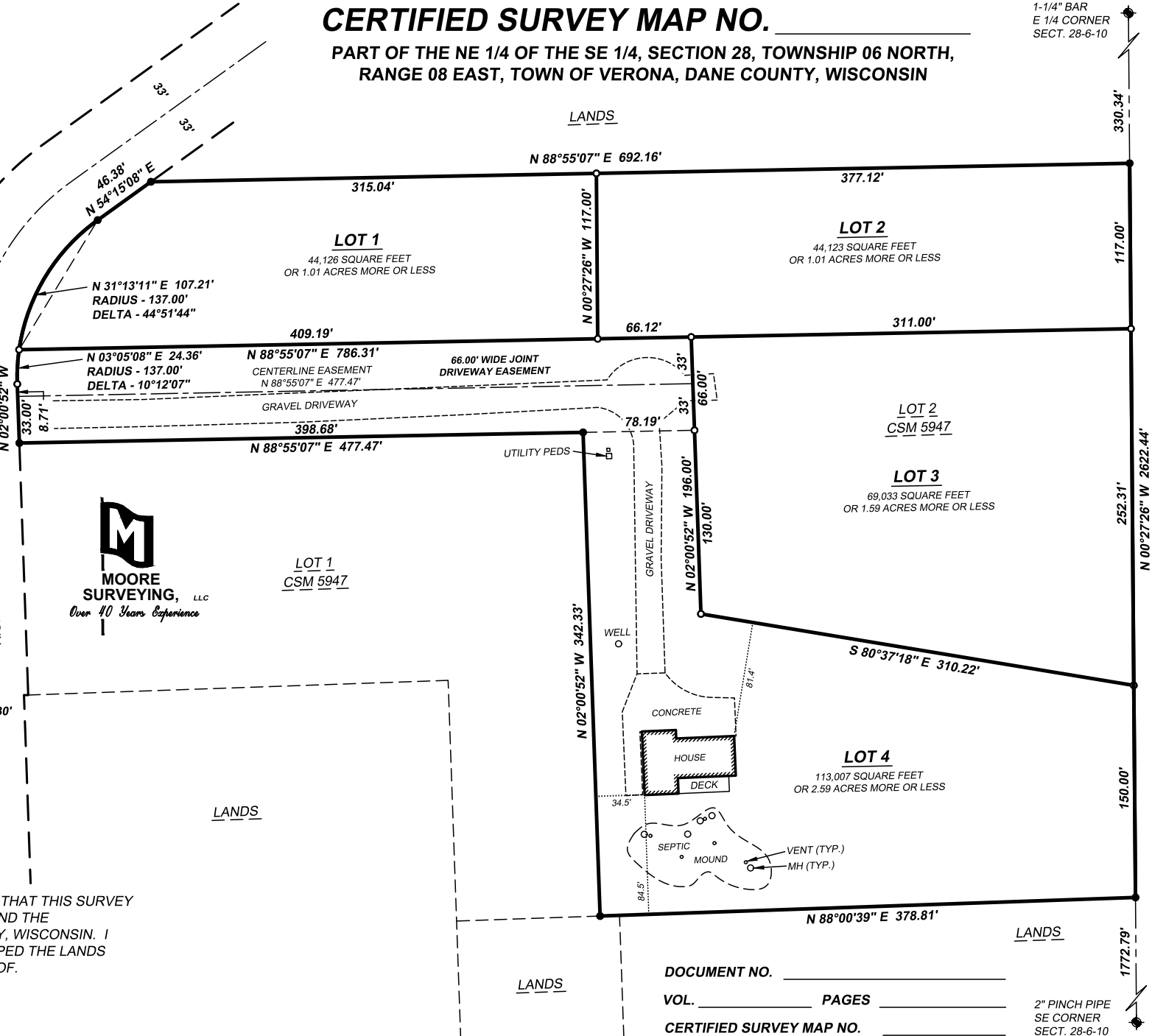
LANDS

DOCUMENT NO. _____

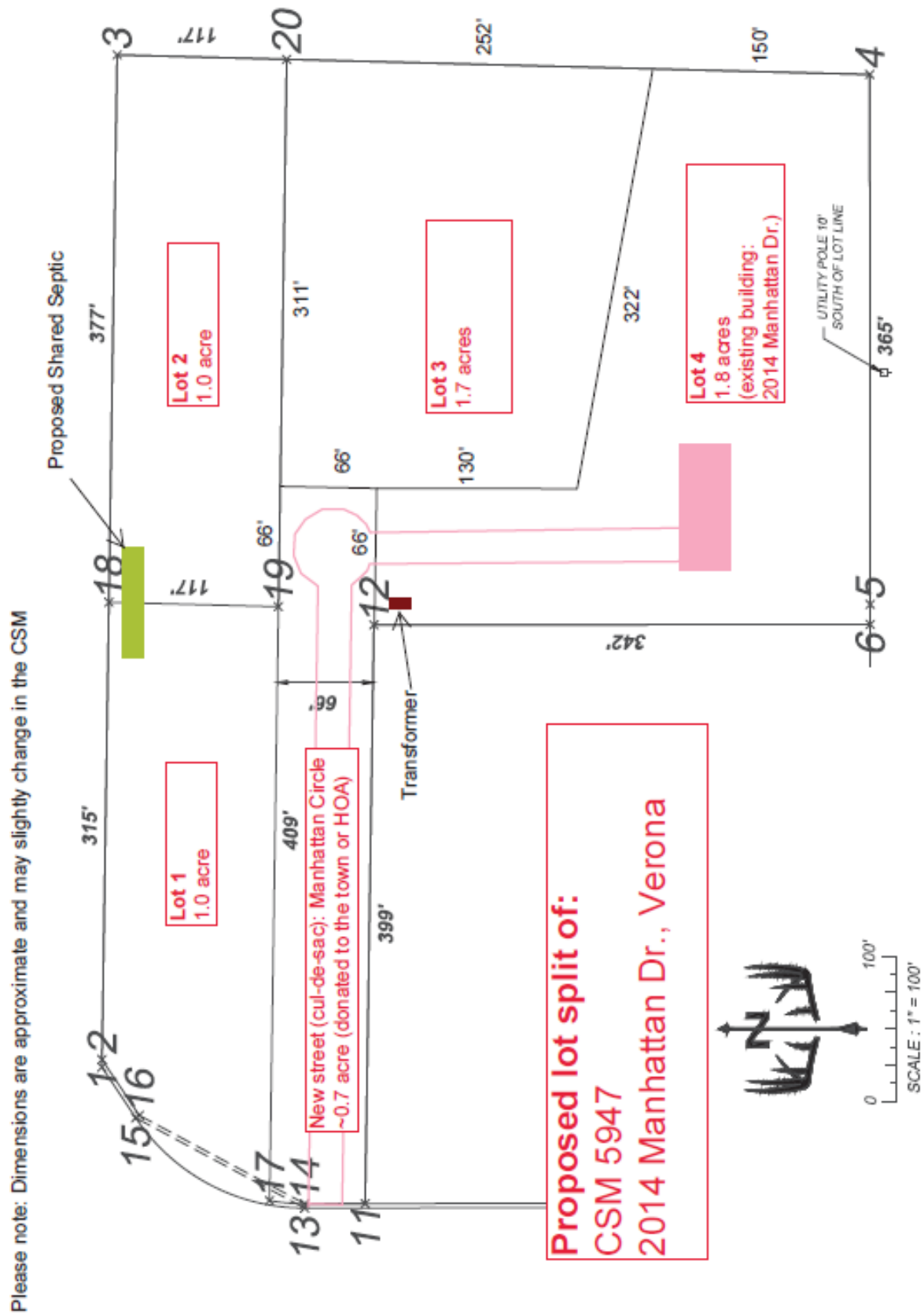
VOL. _____ PAGES _____

CERTIFIED SURVEY MAP NO. _____

2" PINCH PIPE
SE CORNER
SECT. 28-6-10



Appendix: Proposed lot split of 2014 Manhattan Dr



Dairy Ridge Heights – Preliminary Plat Submittal – 2021-09-01

9/1/2021 Changes to DRH Covenants

- 1.1 – Added definition for Impervious pointing to Dane County Ordinance
- 2.6(b) – Trails – Added language that Bret installs initial trails. Also added language that each Lot owner installs own path to outlot.
- 2.6(c) – Added “Declarant to provide and install initial mailbox for each Lot”. Also added that replacement mailboxes are responsibility of each owner and must be of similar type and quality
- 2.7(b)(i) – added “install” access to outlot. A PC member wanted to have language in there for Lots 1 and 2. Also added language that any tree removal within Outlot is subject to approval.
- Article III – added that association must inform town of contact for architectural committee contacts.
- 5.1(a) – revised wording of sentence per Sarah S recommendation.
- 5.1(b) – NEW – added stipulation for single-story/two-story for Lot 11 depending on front yard setbacks.
- 5.13 – Roof Pitch – Changed to allow 4/12 roof pitch minimum
- 5.14 – Added: “Except for partition fences,”
- 5.16 – Signs – Added: “other than signs permissible by State Statutes” Also added: “Any signs displayed must also be consistent with Town and County Ordinances.”
- 5.18(a) – Driveways – added shared access for Lots 1 and 2 to Spring Rose Rd. Also changed to 2 years that driveway must be installed by from time of building permit issuance. Also added that must comply with Dane County Ch 75
- 5.19 – Added that owner must submit exterior lighting plan to committee
- 5.22 – revised to 13,100 SF of impervious as per SW Report and models
- 6.5 – Pets – removed aquarium fish from list and added language for approved containment fence.
- 7.3 – Changed to say within 1 year of receipt of certificate of occupancy
- 9.8 – eliminated 5.16, 6.5 and 6.7. Added 2.6, 5.2, 5.3, 5.22, 7.2, 7.5

9/1/2021 Changes to Tree List

- Removed Chestnut and American Beach

9/1/2021 Changes to Preliminary Plat

- Added shared easement linework between Lots 1 and 2

9/1/2021 Changes to Improvement Plans

- Sheets 4 and 5 of 8
 - Added shared easement linework between Lots 1 and 2

9/1/2021 Changes to Easement and Outlot Trail Exhibit

- Added shared easement linework and colored hatching between Lots 1 and 2

Dairy Ridge Heights – Preliminary Plat Submittal – 2021-09-01

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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 _____, 2021, 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 access from said Lot to Outlot trail 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, fascia, 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, 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.

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 6.11 of this Declaration. Advertising on any short-term rental internet site including, but not limited to, VRBO, Airbnb, HomeAway, Expedia, ShortTermHousing.com, and Craig's List is expressly prohibited.

6.10 Leasing or Renting of a Building. Except as provided in this Section 6.11, 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 6.11 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 one (1) year 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. All yards must be fertilized and sodded, or fertilized, seeded and mulched. 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. 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 rocked 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.

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 two (2) 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

all or 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, Error! Reference source not found., 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]

DECLARANT
TWIN ROCK, LLC

By: _____
Bret Saalsaa, Managing Member

Personally came before me this ____ day of _____, 2021, 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.

[SEAL]

Attachments:

Exhibit A – Subdivision Plat

Exhibit B – Stormwater Management Plan

Exhibit C – Stormwater Maintenance Agreement

Drafted by:

Carrico Engineering and Consulting, Inc.

Adam Carrico, PE

DRAFT

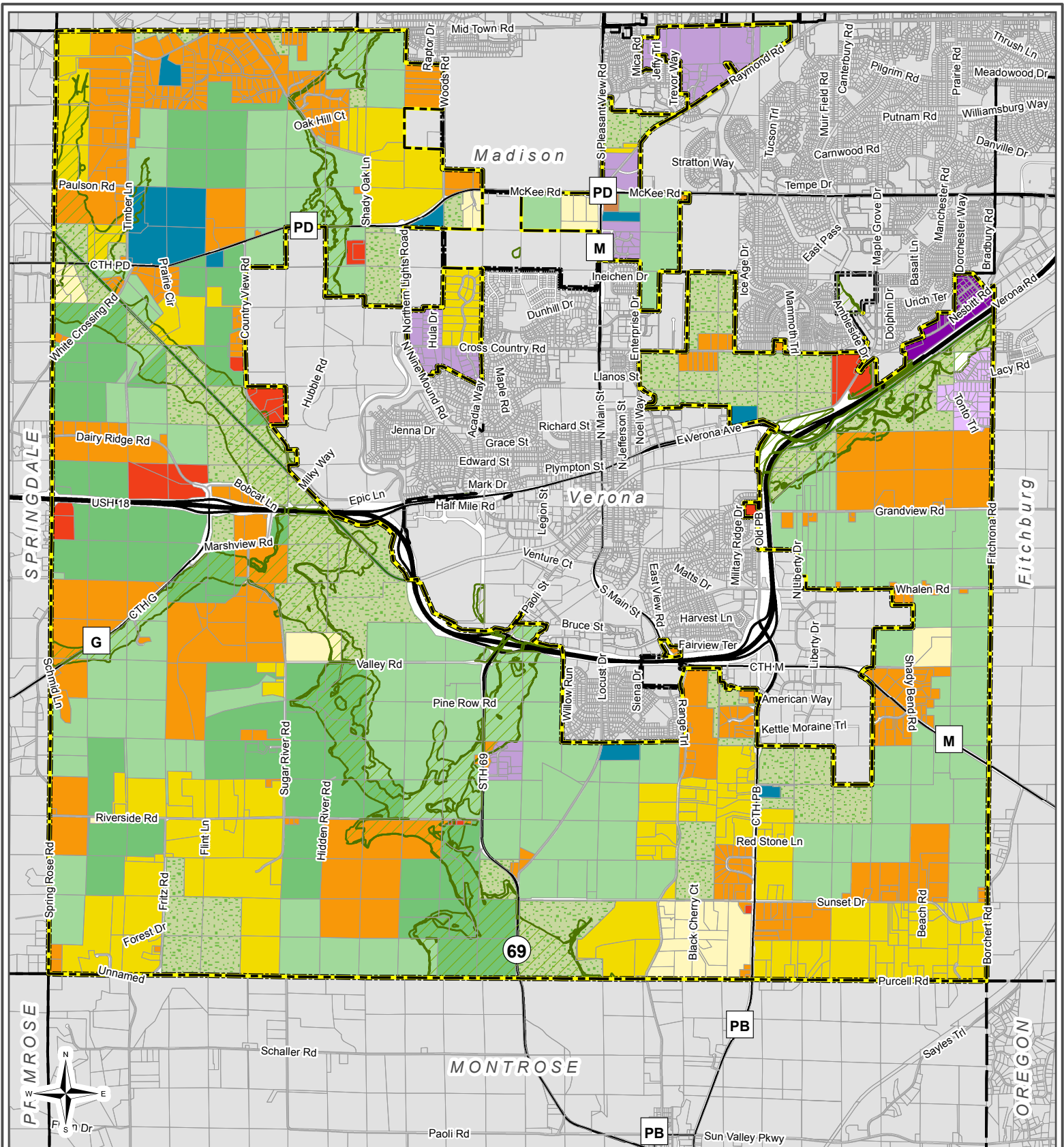
Dairy Ridge Heights Approved/Preferred Tree List

Genus/Species	Common Name
Abies balsamea	Balsam Fir
Abies fraseri	Fraser Fir
Acer rubrum	Red Maple
Acer saccharum	Sugar Maple
Acer nigrum	Black Maple
Betula lenta	Sweet/Black Birch
Betula alleghaniensis	Yellow Birch
Betula nigra	River Birch
Carya ovata	Shagbark Hickory
Carya cordiformis	Bitternut/Yellowbud Hickory
Carpinus caroliniana	American Hornbeam/Musclewood
Celtis occidentalis	Hackberry
Cercis canadensis	Redbud
Ginkgo biloba	Ginkgo or Maidenhair Tree
Gleditsia triacanthos	Honey Locust
Gymnocladus dioica	Kentucky Coffeetree
Halesia monticola	Mountain Silverbell
Juglans nigra	Black Walnut
Juniperus virginiana	Red Cedar
Larix spp.	Larch
Picea abies	Norway Spruce
Picea glauca	White Spruce
Picea mariana	Black Spruce
Pinus banksiana	Jack Pine
Pinus nigra	Austrian Pine
Pinus resinosa	Red Pine
Pinus strobus	White Pine
Platanus occidentalis	Sycamore/American Planetree
Populus grandidentata	Bigtooth Aspen
Populus tremuloides	Trembling Aspen
Prunus serotina	Black Cherry
Prunus pensylvanica	Pin Cherry
Quercus alba	White Oak
Quercus bicolor	Swamp White Oak
Quercus ellipsoidalis	Northern Hill's Oak
Quercus macrocarpa	Bur Oak
Quercus palustris	Pin Oak
Quercus muehlenbergii	Chinkapin Oak
Thuja occidentalis	White Cedar
Tilia americana	Basswood
Tsuga canadensis	Hemlock

Approved by Board

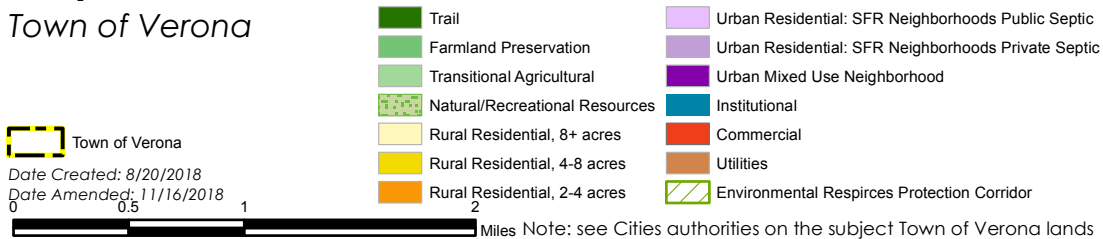
Signature _____

Date _____



Map 9.6: Future Land Use

Town of Verona



vierbicher
planners | engineers | advisors

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