

DECLARATION OF SUBDIVISION COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR THE PLAT OF TWIN ROCK

DECLARATION OF SUBDIVISION COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE PLAT OF TWIN ROCK (the "Declaration") made  
this 3 day of August, 2020, by Twin Rock, LLC (the  
"Declarant").

WHEREAS, Declarant is the owner of all the real property  
described by the Plat of Twin Rock as depicted in Exhibit A attached  
hereto (the "Plat") and more particularly described as Lots One (1)  
through Twenty-seven (27) and Outlots One (1) through Four (4) of  
Twin Rock, in the Town of Verona, Dane County, Wisconsin (the  
"Subdivision"); and

WHEREAS, Declarant wishes to control the purposes for which  
the Lots and Outlots 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.

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5638172  
09/17/2020 01:46 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 28

This space is reserved for recording data

Return to:  
Twin Rock, LLC  
7935 Almor Drive  
Verona, Wisconsin 53593

Parcel Identification Number(s):  
0608-193-8500-9, 0608-193-9000-2  
0608-302-8570-2

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.

HISTORY OF TWIN ROCK DAIRY

Twin Rock Dairy was established in 1919 by Christian and Barbara Zurbuchen, who named the  
farm after a pair of rock outcroppings on the property. Together, with their children, they farmed the land  
until Christian's passing in 1923. With the help of her sons, Barbara continued farming operations at Twin  
Rock Dairy until 1943, when she relocated to Verona. Following Barbara's move, her son and daughter-in-  
law, Calvin and Evelyn Zurbuchen, took over farming operations. Calvin and Evelyn later purchased the  
property in 1959 following Barbara's passing, where they raised their four children, Barbara, Marilyn,  
Margie and Chris. The Zurbuchen family continued to live on the farm until they sold the property in 2019.  
The Twin Rock development was planned and built in the shadows of the original farmhouse and barn,  
which bears the development's namesake. The rocks that inspired Twin Rock Dairy's name remain to this  
day, and a new road, Twin Rock Road, pays homage to the Zurbuchens' legacy.

## ARTICLE I

### DEFINITION

1.1 The following definitions apply to this Declaration:

"Association" means the TWIN ROCK 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 Outlots, and includes, without limitation, all landscaping and improvements located on said Outlots.

"Declarant" means Twin Rock, LLC, its successors and assigns.

"Declaration" means this Declaration of Subdivision Covenants, Conditions and Restrictions for the Plat of Twin Rock, as amended and supplemented from time to time.

"Lot" or "Lots" means the platted lots within the Subdivision, but not the Outlots.

"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 twenty-seven (27) 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 2022, 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 2022.

(ii) *Declarant Obligation and Apportionment of Assessments.* Declarant will bear the costs of maintaining, operating and improving the Common Property through December 31, 2022. 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 located on Outlot 1 and Outlot 4 (collectively, the "Stormwater Facilities"). Outlot 2 and Outlot 3 shall be conveyed to the Association concurrently.

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) *Park.* Maintenance of the Park located on Outlot 1 (the "Park") is the obligation of the Association. If the Park is not maintained, the Town has the right to notify the Association of the needed maintenance and the Association has thirty (30) days to complete the required maintenance. If this maintenance is not completed, the Town may hire an appropriate contractor to complete the maintenance and charge the Association for the costs of the maintenance and may assess individual Owners if the Association fails to reimburse the Town for the costs.

2.6(c) *Mailboxes.* Community cluster mailboxes must be placed within the public road right-of-way facing Outlot 1 as depicted in Exhibit B attached hereto (the "Mailbox Exhibit"). The mailboxes must be maintained at the Association's cost by the Association, subject to the requirements of the United States Postal Service.

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 to the extent the Town allows their use on established trails or 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, Outlot 2 and Outlot 3 may be accessed within right-of-way of Prairie Vista Drive. Outlot 4 may be accessed from County Highway G as depicted on Exhibit C attached hereto (the "Stormwater Maintenance Plan").

2.7(c) Maintenance includes, but is not be limited to, removal of noxious weeds, periodic mowing, tree pruning, and maintenance, repair and replacement of the Stormwater Facilities in accordance with the Stormwater Management 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 D attached hereto (the "Stormwater Maintenance Agreement"). The Stormwater Management Plan 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. The Association must provide the Town with a report of the inspection and maintenance activities annually.

2.7(d) Maintenance of Outlots 2 and 3 is the obligation of the Association, such maintenance being mowing, tree pruning, dead tree replacement, spraying for invasives, and grading if necessary. If Outlots 2 and 3 are not maintained, the Town has the right to notify the Association of the needed maintenance and the Association has thirty (30) days to complete the required maintenance. If this maintenance is not completed, the Town may hire an appropriate contractor to complete the maintenance and assess charges for the costs of the maintenance and may assess individual Owners if the Association fails to reimburse the Town for the costs.

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 any Outlots 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(s) 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 Public Easements Affecting Lots.

2.9(a) "Public Easements" means (i) the platted public drainage easement on Lot 1, the platted public drainage easement on Lot 5 and Lot 6, the platted public drainage easement on Lots 15 through Lot 18, the platted public drainage and access easement between Lots 19 and 20 and the platted public drainage easement on Lots 21 through 27; and (ii) all public utility easements shown on the Plat.

2.9(b) 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. 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.

5.2 Single Story Houses. Single story houses must have not less than 1,600 square feet on the main level, excluding the garage. The main level is defined as the level totally above finished grade.

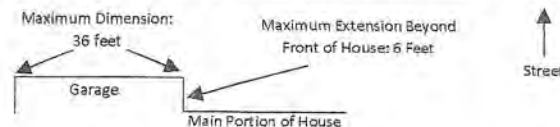


5.3 Two-Story Houses. Two-story houses must have not less than a total of 2,000 square feet of finished area excluding the garage. The two stories are defined as the levels totally above finished grade.

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.

5.6 Garages. All houses must have attached garages for at least two, but not more than four total vehicle spaces. All garages must be side entry unless a variance is granted. No portion of any garage may extend more than six feet beyond the front plane of the rest of the house, and no garage's horizontal dimension, viewed from the street may exceed thirty-six (36) feet. See example below:



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, vinyl, 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 or stucco.

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 5/12 (5 inches vertical to 12 inches horizontal) or steeper unless otherwise approved by the Committee.

5.14 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, must 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 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.

5.17 Outbuildings and Temporary Structures. Except with a variance granted under Section 5.24 below, a maximum of one shed or other outbuilding is permitted upon a Lot, provided such shed or outbuilding does not exceed 120 square feet in area, is no more than one-story and is constructed with materials similar to those used for the house on the Lot. No trailers (other than as stored in a garage) or other temporary structures will be permitted on a Lot at any time.

5.18 Roads and Driveways.

5.18(a) Declarant must install the binder course of asphalt for the public streets within one (1) year after commencement of road construction. The surface course of asphalt may be applied at a such time as approved by the Town, anticipated to be one (1) year after the installation of the binder course. Building permits for the subdivision will be allowed after the road base course is placed and road surface has been proof rolled.

5.18(b) Any Owner who constructs a driveway before the final asphalt layer (surface course) is placed on the public street adjoining the Owner's Lot must construct the driveway to match the future finished street elevation. The three (3) feet of driveway adjacent to the public road may not be installed until the surface course is placed unless said three (3) foot section adjacent to the public road is installed as asphalt.

5.18(c) Before the surface course is placed on a public street, the Town's snowplows may damage driveways that have been placed above the elevation of the binder course of asphalt. The Town will not be liable for the repair of any such damage. Any such damage must be repaired at the sole expense of the Owner. Furthermore, an Owner will be liable for any damage done to Town snow removal equipment if the Owner's driveway is constructed incorrectly.

5.18(d) The general location of driveways for the Subdivision will be subject to the Town's prior approval. Owner or owner's representative must obtain a driveway permit from the Town prior to commencing construction of driveway. Driveways must be concrete, or brick; except the last three (3) feet per 5.18(b) 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 one (1) year 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.

5.22 Construction Deadline. The external construction of each residential structure and its driveway must be completed, and its Lot must be fully landscaped, within twelve (12) months from the date of issuance of the building permit. The Committee may grant extensions of time due to extraordinary circumstances.

5.23 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 10,000 square feet. Any additional impervious surface installed is subject to additional stormwater features such as a rain garden within the Lot and must be approved by Dane County Land and Water Resources Department.

5.24 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.

5.25 Parade of Homes. While Declarant retains ownership of any Lots within the Subdivision, Declarant reserves the right to submit some or all of said Lots as a site for the Parade of Homes of the Madison Area Builders Association, its successors or assigns ("Parade of Homes"). In the event some or all of said Lots are selected as a site for the Parade of Homes, this Declaration will, as to the Lots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of said Parade of Homes and ending 48 hours after the conclusion of said Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Parade of Homes to be held in the Subdivision pursuant to the then current Parade of Homes Rules and Developer's Checklist. All purchasers of Lots within the Subdivision, and their successors and assigns, must take title subject to this specific reservation by Declarant and must waive all rights to object to violations of this Declaration by Declarant, the Parade of Homes, or any of the builders or participants in such Parade of Homes during the period of such Parade(s) as set forth above. Parking for the Parade of Homes must be contained within the subdivision. Declarant must coordinate placement of parking signs within subdivision. Signs must be placed such that no parking will be permitted at any time for a Parade of Homes event on Spring Rose Road.

## 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. 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, cuttings, leaves, rocks or earth may be deposited on any Lot. 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, cats and aquarium fish (which are considered one pet). 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 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 Construction. Construction must be commenced by the Owner (or any successors or assigns) on all Lots within the Subdivision within twelve (12) months from the date of the land contract or deed by which such Owner received an interest in the Lot involved from Declarant. If no construction is commenced by Owner (or any successors or assigns) within such one-year period, Declarant shall have the option, exercisable at any time after the expiration of such one-year period, whether the Lot is then owned by Owner or by any successors or assigns, by written notice to Owner or any successors or assigns, to have said Lot conveyed to Declarant at the original sales price at which the Owner acquired such Lot from Declarant, free and clear of any liens and encumbrances created by act or default of the Owner or any other party other than Declarant, with taxes for the year in which the conveyance occurs being prorated as of the date of such conveyance. Declarant may waive its rights under this section in writing, in its discretion.

6.9 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.

6.10 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.



6.11 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 to a single Family for a period of not less than twelve (12) 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.

6.12 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) *Outlots.* Unless an exception is granted by the Town, landscaping on the Outlots and planting of the Outlots will be completed within two (2) years of the start of road construction.

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 completion of construction of home on each Lot.

<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 (greater than 4" at 18 inches)	100
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 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between thirty inches (30") and seventy-two inches (72") above the roadways may be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree is permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7.7 Drainage Swales.

7.7(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.

7.7(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.

7.7(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.

7.8 Lot 22 Rock Outcropping. The rocks located within Lot 22 may not be removed by the Owner of that Lot.

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.

8.3 Taxation of Outlots. Taxes, assessments or other governmental charges on Common Property may be divided equally among the Lots by the taxing authority. If taxed directly against the Outlots, such charges may be assessed by the Association against each of the Lots in equal shares. 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.

#### 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, 2.5, 2.7, 2.8, 2.9, 5.1, 5.16, 5.18, 5.19, 5.20, 5.21, 5.24, 6.4, 6.5, 6.6, 6.7, 7.1, 7.3, 7.6, 7.7, 7.9, 8.1, 8.2, 8.3, 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]



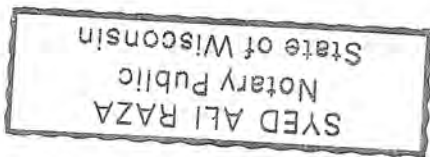
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 3 day of August, 2020.

DECLARANT  
TWIN ROCK, LLC

By: Bret Saalsaa  
Bret Saalsaa, Managing Member

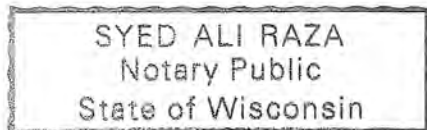
STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 3<sup>RD</sup> day of August, 2020, 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.



Syed Ali Raza  
Name: Syed ALI RAZA  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: 7/9/24)

[SEAL]



Attachments:

Exhibit A – Subdivision Plat

Exhibit B – Mailbox Exhibit

Exhibit C – Stormwater Maintenance Plan

Exhibit D – Stormwater Maintenance Agreement

Drafted by:

Carrico Engineering and Consulting, Inc..

Adam Carrico, PE

A parcel of land located in the Southwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 19, T4N, R6E, Town of Verona, Dane County, Wisconsin, and also Northwest 1/4 of the Northwest 1/4 of Section 30, all in T4N, R6E, Town of Verona, Dane County, Wisconsin.

**WILLIAMSON SURVEYING & ASSOCIATES, LLC**  
 104 WEST MAIN STREET, VERONA, WISCONSIN 53593



LEGEND:

\* SET 1-1/4"x18" REBAR, MINIMUM  
VELOCITY OF 417 LBS./LINEAR FT.  
ALL OTHER LOT AND OUTLIFT  
CORNERS ARE MARKED WITH  
3/4"x18" REBAR, MINIMUM  
VELOCITY OF 150 LBS./LINEAR FT.

FIND SECTION CORNER TYPE NOTED

\* FOUND 1'-1/4" REBAR  
FOUND 1' IRON PIPE  
AS ACCURSED AS

= 100 YEAR FLOOD PLAIN  
= NO VEHICULAR ACCESS  
= IMPROVED EXISTENT  
= ADJUSTMENT

**BUILDING  
SETBACKS  
PER PLAT**

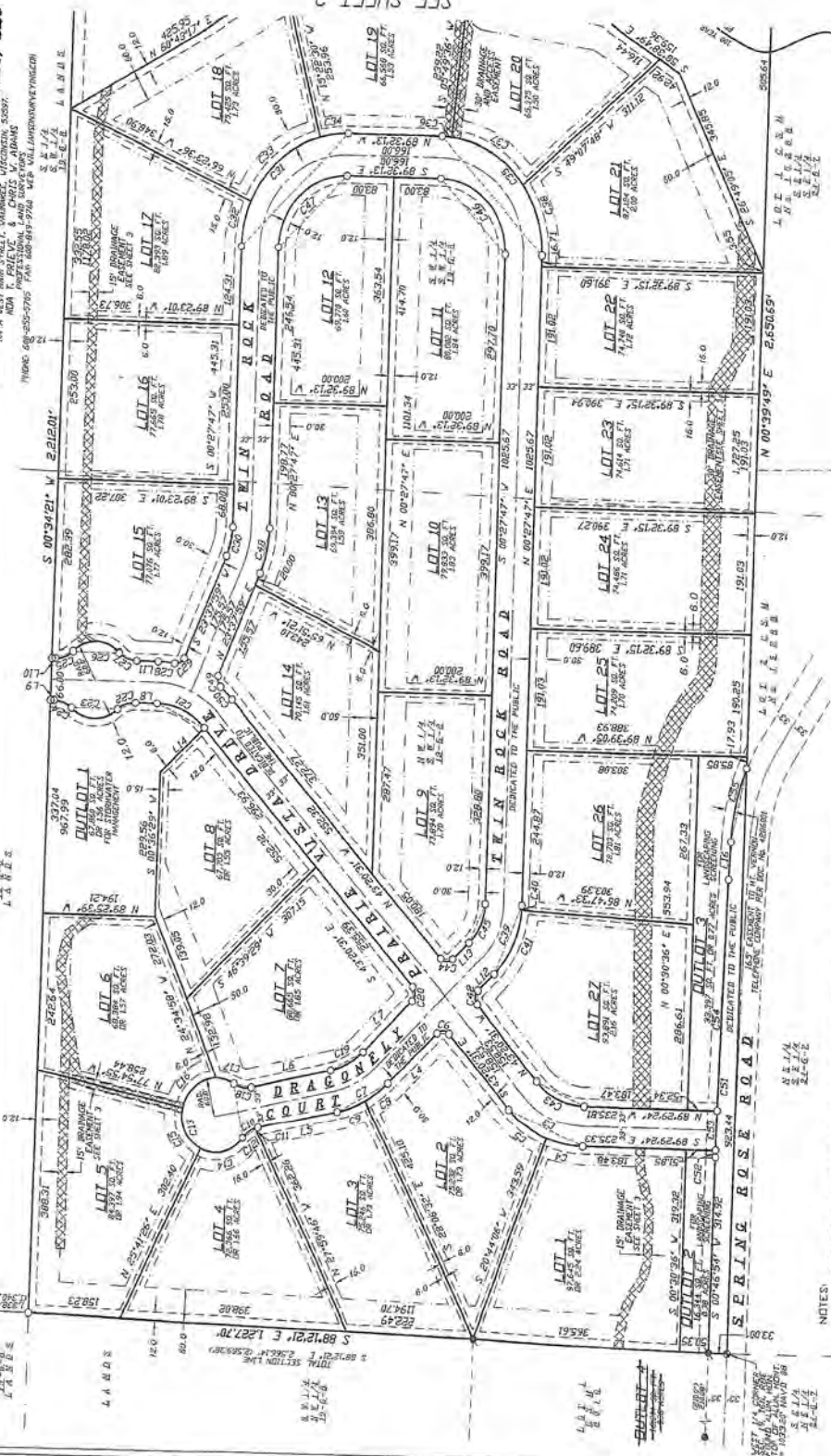


There are no objections to this plot with respect to 236.15, 236.16, 236.20 and 236.21 (1) and (2). Weights are provided for 236.15, 236.16, 236.20 and 236.21 (1) and (2).

Certified April 9, 2020

James M. Dowling

12-12-19  
-09 AG 154-17



03406

[illegible]

A parcel of land located in the Southwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 19, T6N, R8E, T6N of Verona, Dane County, Wisconsin.

**WILLIAMSON SURVEYING & ASSOCIATES, LLC**  
 104 N. MAIN STREET, WAUKESHA, WISCONSIN 53091  
 NED T. PRIEVE & CHRIS W. ADAMS

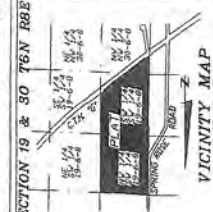
PROFESSIONAL LAND SURVEYORS  
PHONE: 600-253-5705 FAX: 609-849-9760 WEB: WILLIAMSONSURV.COM



**PREPARED FOR:**  
TWIN ROCK, LLC  
705 E. JACKSON AVE  
DENVER, CO 80235

**DANE COUNTY COORDINATE**  
ELEVATIONS ARE REFERENCED TO THE  
LINE OF THE SW 1/4 OF SECTION  
18, T. 18 N., R. 8 E.  
SCALE 1" = 100'

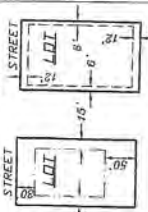
50' 100' 200'



**LEGEND:**

- = SET 1-1/4"X18" RCBAR, MINIMUM WEIGHT OF 41.7 LBS./LINEAR FT.
- ALL OTHER LOT AND OUTLOT CORNERS ARE MARKED WITH
- = SET 1-1/4"X18" RCBAR, MINIMUM WEIGHT OF 41.7 LBS./LINEAR FT.
- = FOUND SECTION CORNER (TYPE NOTED)
- = FOUND 1 1/4" ALUMN
- = FOUND IRON PIPE
- 100 YEAR FLOOD PLAIN
- = NO VEHICULAR ACCESS
- = BRIDGWAY EASEMENT
- = WETLANDS

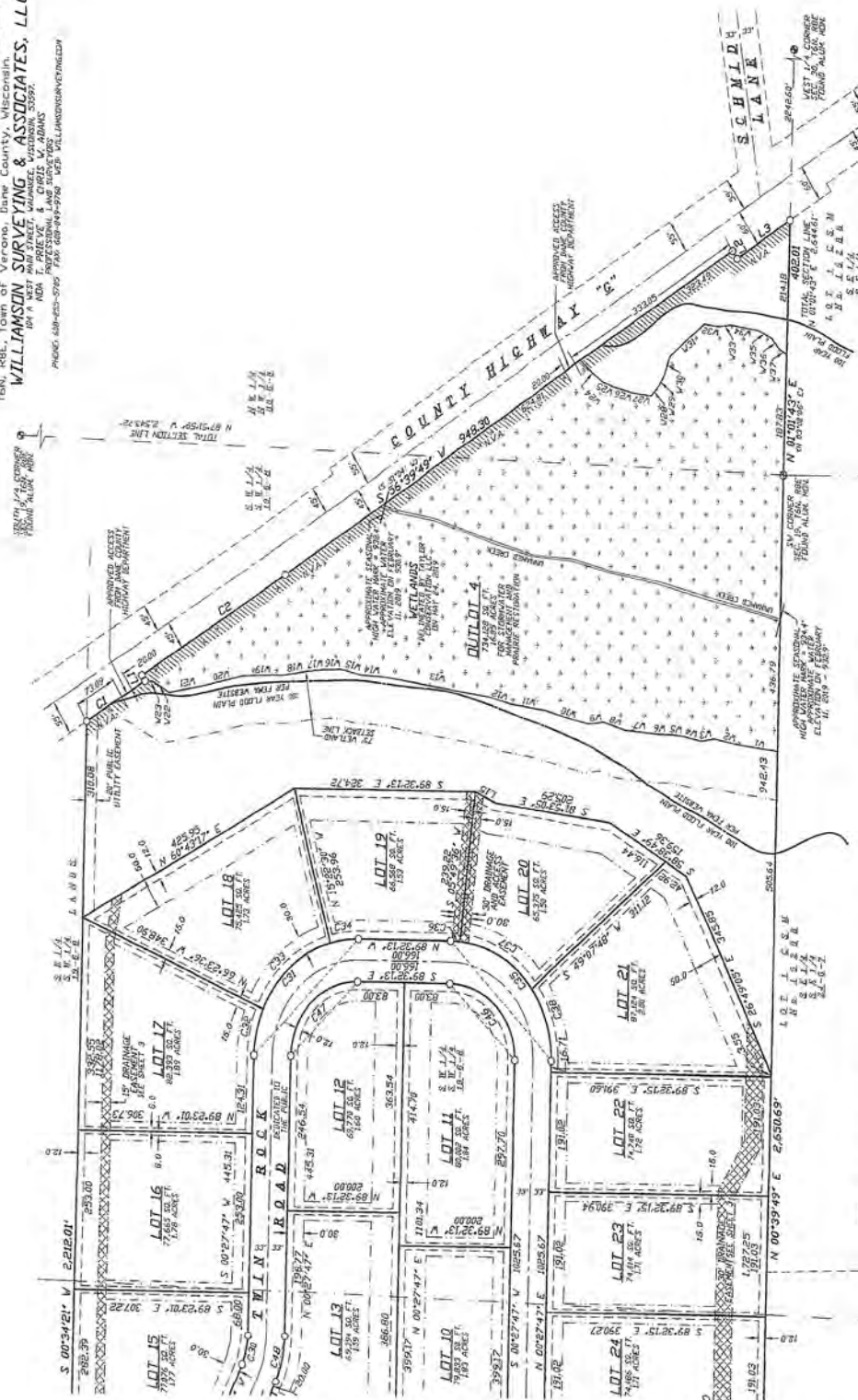

**BUILDING  
SETBACKS  
PER PLAT**



There are no objections to this plat with respect to  
 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis.  
 Stats., as provided by s. 236.12, Wis. Stats.

certified **April 9, 2020**

*Renée M. Powell*  
 Deputy Assistant Administrator

[illegible]

SEE SHEET 1





[illegible][illegible]

LINE	SEASON	REVENUE
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2	S	11,350,000
3	S	11,350,000
4	S	11,350,000
5	S	11,350,000
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V68	5	81.755367	48.0
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V99	5	81.755367	48.0
V100	5	81.755367	48.0

REP	NAME	STATE	PERCENT
1	ALABAMA	AL	65.21
2	ALASKA	AK	65.21
3	ARIZONA	AZ	65.21
4	ARKANSAS	AR	65.21
5	CALIFORNIA	CA	65.21
6	COLORADO	CO	65.21
7	CONNECTICUT	CT	65.21
8	DELAWARE	DE	65.21
9	FLORIDA	FL	65.21
10	GEORGIA	GA	65.21
11	HAWAII	HI	65.21
12	IDaho	ID	65.21
13	ILLINOIS	IL	65.21
14	INDIANA	IN	65.21
15	IOWA	IA	65.21
16	KANSAS	KS	65.21
17	KENTUCKY	KY	65.21
18	LOUISIANA	LA	65.21
19	MAINE	ME	65.21
20	MARYLAND	MD	65.21
21	MASSACHUSETTS	MA	65.21
22	MICHIGAN	MI	65.21
23	MINNESOTA	MN	65.21
24	MISSISSIPPI	MS	65.21
25	MISSOURI	MO	65.21
26	MONTANA	MT	65.21
27	NEBRASKA	NE	65.21
28	NEVADA	NV	65.21
29	NEW HAMPSHIRE	NH	65.21
30	NEW JERSEY	NJ	65.21
31	NEW MEXICO	NM	65.21
32	NEW YORK	NY	65.21
33	NORTH CAROLINA	NC	65.21
34	NORTH DAKOTA	ND	65.21
35	OHIO	OH	65.21
36	OKLAHOMA	OK	65.21
37	OREGON	OR	65.21
38	PENNSYLVANIA	PA	65.21
39	RHODE ISLAND	RI	65.21
40	SOUTH CAROLINA	SC	65.21
41	SOUTH DAKOTA	SD	65.21
42	TENNESSEE	TN	65.21
43	TEXAS	TX	65.21
44	UTAH	UT	65.21
45	Vermont	VT	65.21
46	VIRGINIA	VA	65.21
47	WASHINGTON	WA	65.21
48	WEST VIRGINIA	WV	65.21
49	WISCONSIN	WI	65.21
50	WYOMING	WY	65.21

I, Tom T. Pribe, professional land surveyor, hereby certify that this survey is correct to the best of my knowledge and belief and is in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes, Chapter n-27 of the Wisconsin Administrative Code, and the subdivision regulations of the Town of Verona, and under the direction of Brett Salasica, owner of said land. I surveyed, divided, and mapped 1 of the land surveyed, and such do not correctly represent all exterior boundaries and subdivisions of the land surveyed, and that same is described as follows:

The plot of Twin Rock in the Town of Verona, including all public rights-of-way and public utilities dedicated therein, is hereby approved by the Town of Verona, New Jersey, and I hereby certify that I am the duly appointed, qualified, and acting Town Clerk of the Town of Verona on August 7, 2020.  
John J. J. J. J.  
 John J. J. J. J. - Town of Verona Clerk

John Wright, as the duly appointed, qualified and acting Town Treasurer, of the Town of  
 10 11 in accordance with the records in his office, there are no  
 12 13 uncollected taxes and no other charges currently due  
 14 15 on any of the lands received in the past of said  
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is plot of Twin Rock has been approved by the Dane County Zoning and Land Regulation Committee per action thereof on this August 25, 2020.

David E. Eide (as Eide) (for Eide)  
 Jerry Ballig, Chair, Dane County Zoning and Land Regulation Committee

Adrian Gasperger, being the duly elected, qualified and acting Treasurer of the County of Yuba, do hereby certify that records in my office show no unrecorded and unpaid taxes or unpaid special assessments as of August 16, on or before the date included in the list of John Rock as of this 16th day of August, 2022.

16, 2020  
\_\_\_\_\_  
Adrian Gasperger, Yuba County Treasurer

Received for Recording this 26<sup>th</sup> day of August 1958 at 1:55  
P.M. recorded in Volume 61-205-218 Bore County on page(s)  
174 - 177 as Document No. 355918  
*Mitchell Roberts by*  
*Robert G. Breen, Clerk of Bore County*  
*Boeing Palma, Deputy*

WITNESS WHEREOF, we said The Park Bank has caused these presents to be signed by its duly authorized officers, and its company seal to hereunto be affixed in this 5th day of November, 1960.

54  
I personally prepared on this 21 day of August, 1920 the above named Wm. J. Fox officer of the above corporation, to be known to be the person to execute the foregoing instrument, and to be known to be sold officer of said corporation, and acknowledge that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

[illegible]

Handy public

\_\_\_\_\_

**WILLIAMSON SURVEYING & ASSOCIATES, LLC**  
104 N WEST MAIN STREET, MILWAUKEE, WISCONSIN 53233  
NEZA T. PRIEVE & CHRIS W. ADAMS

LA BOARD APPROVAL

The foregoing is a representation of an ordinance adopted by the Commission on 2020.

John Wright - Town of Verona Clerk  
Terescubid

## TOWN OF VERONA TREASURER:

fully appointed, qualified and acting Town Treasurer of the Town of  
that in accordance with the records in my office, there are no

*James A. Smith*

**Children:** 0-17 years

Chairman Chairman (as BEARF)  
Jerry Ballig, Chair Dane County Zoning and  
Land Development Committee

of Talm Rock as of this day of August 2010.  
T M 1 111

26<sup>th</sup> August 2020 at 1:55

County of \_\_\_\_\_

There are no objections to this point with re-

2001  
2002  
2003  
2004  
2005

Department of Administration

JOB NO. 190-12  
SHEET 4 OF 4



GRAPHIC SCALE (FT)

0 75 150 300

OUTLOT 1

10.0' 20.0' 10.0'

4.0'

PRAIRIE VISTA DRIVE

4' WIDE ASPHALT BUMPOUT  
FOR MAIL DELIVERY/RETRIEVAL

2-30.5"x18" CLUSTER MAILBOXES  
1-30.5"x18" PARCEL LOCKER

LOT 15

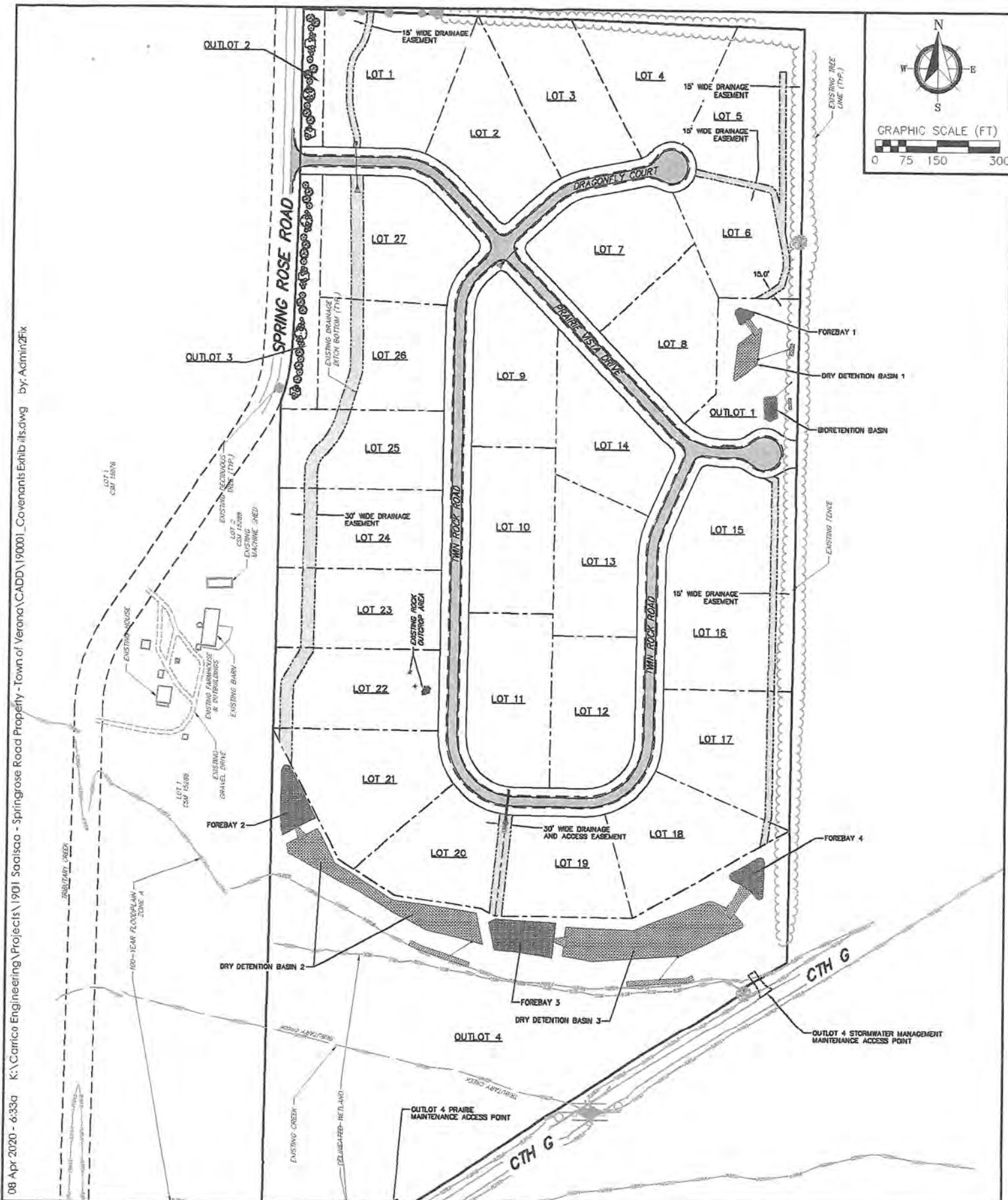



Carrico Engineering  
and Consulting, Inc.

(608) 832-6352 | carricoengineering.com

Mailbox Exhibit	SCALE AS SHOWN	1 OF 1
Exhibit B	DATE 01/05/2020	
Twin Rock Development	DRAFTER ALC	
Town of Verona	JOB NO. 190001	
Dane County, Wisconsin		

08 Apr 2020 - 6:33a K:\Carrico Engineering\Projects\1901 Saalsca - Springrose Road Property - Town of Verona\CADD\190001\_CovenantsExhibit.dwg by Admin2Fix



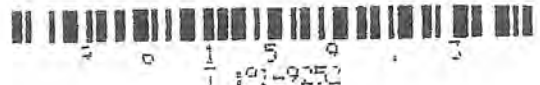


# Carrico Engineering and Consulting, Inc.

(608) 832-6352 | carricoengineering.com

Stormwater Management Plan	SCALE	AS SHOWN	SHEET  1 OF 1
Exhibit C	DATE	04/08/2020	
Twin Rock Development	DRAFTER	ALC	
Town of Verona	JOB NO.	190001	
Dane County, Wisconsin			





# 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 A 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<br>Bret Saalsaa<br>7935 Almor Drive<br>Verona, WI 53593  |
| If to County | Dane County Land & Water Resources Department<br>Water Resource Engineering Division<br>5201 Fen Oak Drive, Room 208<br>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.

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5617016  
07/24/2020 01:21 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 4

This space is reserved for recording data

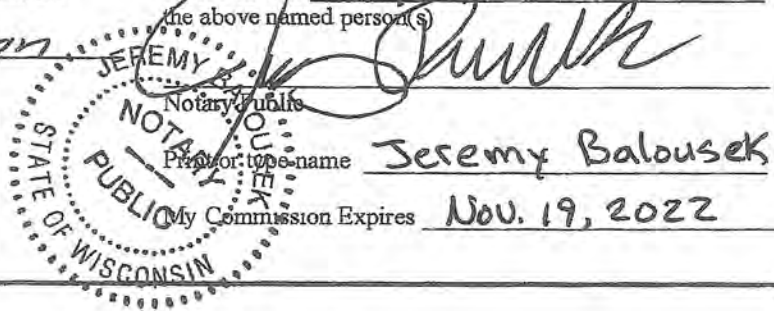
Return to:  
Dane County Land & Water Resources  
5201 Fen Oak Dr, Rm. 208  
Madison, Wisconsin 53718

Parcel Number(s)  
0608-193-8500-9, 0608-193-9000-2  
0608-3028570-2

- (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 [Signature]  
Water Resource Engineering Division Staff Signature  
Theresa M. Nelson  
Print or type name

State of WI, County of Dane, Subscribed and sworn  
before me on July 16, 2020 by  
the above named person(s)



X [Signature]  
Owner Signature  
Bret Sealsen  
Print or type name

State of WI, County of Dane, Subscribed and sworn  
before me on 6/26/2020 by  
the above named person(s)

[Signature]  
Notary Public  
Print or type name: Caitlyn M. Saunders  
My Commission Expires 2/9/2022

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



## EXHIBIT A

### LEGAL DESCRIPTION

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 30, T6N, R8E and also in the SW 1/4 and NW 1/4 of the SW 1/4 of Section 19, T6N, R8E, Town of Verona, Dane County, Wisconsin, more particularly described as follows:

Beginning at the West 1/4 of said Section 19; thence S 88°12'21" E along the north line of the Southwest 1/4 of said Section 19, 1,227.70 feet; thence S 00°34'21" W along the East line of the West 1/2 of the Southwest 1/4 of said Section 19, 2,212.01 feet to the North right of way line of County Highway "G"; thence along the said North right of way line for the next 6 courses, thence along an arc of a curve concaved southeasterly having a radius of 11,515.00 feet, and a long chord bearing and distance of S 58°26'18" W, 120.37 feet; thence S 31°51'29" E, 10.00 feet; thence along an arc of a curve concaved southeasterly having a radius of 11,505.00 feet, and a long chord bearing and distance of S 57°24'10" W, 296.85 feet; thence S 56°39'49" W, 948.30 feet; thence N 33°20'11" W, 15.00 feet; thence S 56°58'11" W, 113.34 feet to the West line of the Northwest 1/4 of said Section 30; thence N 01°01'43" E along the West line of the Northwest 1/4 of said Section 30, 401.70 feet to the Southwest corner of said Section 19; thence N 00°39'49" E along the West line of the Southwest 1/4 of said Section 19, 2,650.69 feet to the point of beginning. This parcel contains 3,247,184 sq. ft. or 74.55 acres and is subject to a road right of way over a portion of the westerly part thereof.

### PERMANENT COMPONENTS OF THE STORMWATER SYSTEM

The stormwater system consists of the following components:

- Stormwater Drainage Swales
- Storm Sewers
- Forebays (4)
- Dry Detention Basins (3)
- Bioretention 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 weepers as needed. Responsible party shall maintain records of all inspections and maintenance activities.

#### GRASS DRAINAGE SWALES:

- In addition to semi-annual inspection, also inspect swales after rainfall events of 1.5 inches or greater, for two (2) years following installation.
- Repair any areas that do not have good vegetative cover or show signs of erosion.
- Repairs must restore the swale(s) to the specifications of the original plan.
- Mowing height shall be 6 inches in height or higher to promote filtration.
- Mowing shall occur in-frequently (ideally twice annually) in order to retain taller vegetation.
- All undesirable vegetation and volunteer tree growth shall be removed.
- No plantings or structures of any kind are permitted within the grass swales within the recorded drainage easements without prior written approval of the Dane County Land & Water Resources Department.
- Swales shall be regraded if siltation or erosion is noted during inspections.

#### STORM SEWERS:

- Visual inspection of components shall be performed, and debris removed from inlets.
- Repair inlet/outlet areas that are damaged or show signs of erosion.
- Rip-rap shall be replaced as necessary.
- Repairs must restore the components to the specifications of the original plan.
- Storm pipe shall be inspected, and debris removed that impedes flow

#### FOREBAYS (PONDS):

- 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(s) for deterioration or damage, obstructions, sediment, and general operation (including emergency drawdown & overflow devices if present).
- 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.
- A topographic survey of the pond bottom and sediment depth shall be conducted every five years or at the request of the municipality. 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.

#### DRY DETENTION BASINS:

- Areas restored with native vegetation shall be mowed a maximum of twice annually (Spring and Fall) to promote sediment filtration and retention.
- Areas restored with turf grass shall be mowed to a minimum of 6".
- Visually inspect the pond outlet structure and pond perimeter annually. All undesirable or invasive vegetation and volunteer tree growth shall be removed, including close proximity to the outlet structure.
- Check the outlet structure(s) for deterioration or damage, obstructions, sediment, and general operation (including emergency drawdown & overflow devices if present).
- 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.

#### BIORETENTION BASIN:

- Infiltration surface shall be protected from construction sediment with staging or by erosion control measures. Basin shall be inspected upon completion to confirm that clogging due to construction sediment has not occurred.
- In the first spring and summer after construction, water the area once per week during the first 8 weeks if rainfall has not occurred within the previous 7 days. At least 1 inch of water is recommended per week.
- Remove emergency drawdown plug for first growing season in basin. This will allow plugs to establish and minimized the risk of plant failure.
- Inspect and record status of components of bioretention basin including infiltration surface, surface mulch, plug plants, basin overflow, and emergency drawdown. Also record days since last rainfall and approximate rainfall depth.
- Basin shall be considered compromised if surface water remains ponded greater than 24 hours after termination of previous rainfall event.
- If compromised, Basin shall be restored per specifications of originally approved plan or modified as approved by Dane County Land & Water Resources Department.
- If basin receives runoff from areas to be salted in winter, it is recommended that emergency drawdown is open during winter months to promote bypassing snowmelt with high sodium content. Emergency drawdown cap or plug must be reinstalled in spring.
- Regular mowing is prohibited in Bioretention Basin, except that vegetation shall be cut down and removed once a year in the spring or fall.
- All vehicular or equipment is prohibited from driving onto or across basin
- Pedestrian traffic is prohibited from crossing basin
- Snow shall not be dumped directly onto the infiltration surface.
- Bioretention basins will fail prematurely when runoff with excessive amounts of sodium chloride enter the basin. All measures shall be taken to prevent sodium chloride from reaching basins.

#### 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 4 shall be accessed on County Highway G at the southeast corner of the parcel. A locked gate/fence is located at the entrance location. Access to stormwater facilities within Outlot 1 shall be accessed from Prairie Vista Drive.



First Amendment to Declaration of  
Subdivision Covenants, Conditions and  
Restrictions for the Plat of Twin Rock

Document Number

9 9 4 2 7 9 1  
Tx:9283241

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5722118  
04/27/2021 11:34 AM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 1

WHEREAS, a Declaration of Subdivision Covenants, Conditions and Restrictions for the Plat of Twin Rock in the Town of Verona, Dane County Wisconsin was recorded over the Plat of Twin Rock on September 17, 2020 as Document No. 5638172 ("Declaration");

WHEREAS, Twin Rock, LLC is the Declarant of the Plat of Twin Rock as defined in the Declaration;

WHEREAS, the Declarant continues to own lots within the Plat of Twin Rock;

WHEREAS, Section 9.4 of the Declaration allows amendment to Declaration by written instrument approved by the Association; and

WHEREAS, the Association approved this First Amendment by unanimous written consent of the Board of Directors of the Association as of April 2, 2021 and authorized the Declarant to execute and record this First Amendment.

Name and Return Address

Twin Rock, LLC  
7935 Almor Drive  
Verona, Wisconsin 53593

0608-193-8500-9; 0608-193-9000-2;  
0608-302-8570-2  
(Parcel Identification Numbers)

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. CONSTRUCTION. Section 6.8 (Construction) of the Declaration is hereby deleted in its entirety.
2. EFFECT OF AMENDMENT. Except as amended herein, all other terms, covenants and conditions of the Declaration shall remain unchanged.

In witness whereof, Declarant has executed this Amendment as of the 5 day of April, 2021.

TWIN ROCK, LLC

By: Bret Saalsaa  
Bret Saalsaa, Managing Member

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 5<sup>th</sup> day of APRIL, 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

SYED ALI RAZA  
Name: SYED ALI RAZA  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: 7/9/2024)

This document drafted by:  
Attorney Eric R. Hansch  
DeWitt LLP  
2 E. Mifflin Street, Suite 600  
Madison, WI 53703

SYED ALI RAZA  
Notary Public  
State of Wisconsin

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