

**DECLARATION OF CONDOMINIUM  
DRIFTLESS RIDGE,  
A CONDOMINIUM**

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Tax Parcel Identification Numbers

There are no objections to this condominium with respect to Sec. 703.115, Wis. Stat. and is hereby approved for recording.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Dane County Planning and Development

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**DECLARATION OF CONDOMINIUM**

**OF**

**DRIFTLESS RIDGE, A CONDOMINIUM**

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This Declaration (the ***“Declaration”***) is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (the ***“Act”***) as codified in Chapter 703, Wisconsin Statutes, by Driftless Ridge, LLC (the ***“Declarant”***).

**ARTICLE 1**

**STATEMENT OF DECLARATION AND PURPOSE**

The Declarant hereby subjects the real property and improvements described in Section 2.1 (the ***“Property”*** or the ***“Condominium”***) to the condominium form of ownership in the manner provided by the Act.

**ARTICLE 2**

**DESCRIPTION, NAME AND RESTRICTIONS**

2.1 Legal Description. The Property subject to this Declaration is owned by the Declarant and is described in Exhibit A. The Condominium shall consist of thirteen (13) units which shall be designated as Units 1 through 13.

2.2 Name and Address. The name of the Condominium is ***“Driftless Ridge, a Condominium.”*** The Condominium’s principal address is 3151 Shady Oak Lane, Verona, Dane County, Wisconsin.

2.3 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- (1) General taxes and special assessments not yet due and payable;
- (2) Easements and rights in favor of gas, electric, telephone, water, and other utilities;
- (3) All other easements, covenants, and restrictions of record;
- (4) All municipal, zoning, and building ordinances; and
- (5) All other governmental laws and regulations applicable to the Condominium.

2.4 Purpose / Restrictions. The Units may be used for any purposes subject to this Declaration and any applicable municipal ordinances.

### **ARTICLE 3 UNITS, UNIT OWNERS AND UNIT USES**

3.1 Definition of a Unit. **“Unit”** shall mean a part of the Condominium intended for independent use.

3.2 Description. A Unit in the Condominium shall be a cubicle of air whose perimetrical boundaries shall be set forth for such unit on the Condominium Plat, whose lower boundary is an imaginary horizontal plane located parallel to and 500 feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 500 feet above the surface of the ground, extended to the perimetrical boundaries. A Unit includes any and all improvements constructed or to be constructed thereon. A POWTS and well that serves a Unit shall be considered part of the Unit even if the POWTS or well may be outside the defined cubicle of air.

3.3 Identification. The Units are identified by unit number on the Condominium Plat. A copy of the Condominium Plat is attached as Exhibit B.

3.4 Separation, Merger, and Boundary Relocation. Boundaries between Units may be separated, merged, or relocated consistent with the Section 703.13 of the Act. Following any boundary relocation, the Percentage Interests in the Common Elements shall be determined as set forth under Section 4.2.

3.5 Unit Owner. **“Unit Owner”** or **“Owner”** means a person, combination of persons, partnership, corporation, or other legal entity, which holds legal title to a Unit; *provided, however*, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, “Unit Owner” or “Owner” shall mean the land contract purchaser or vendee.

### **ARTICLE 4 COMMON ELEMENTS**

4.1 Definition of Common Elements. **“Common Elements”** means all of the Condominium except the Units including, without limitation, any portion of the land and improvements to the Property that are not included in the definition and description of Unit, and all tangible personal property used in the operation, maintenance, and management of the Condominium.

4.2 Ownership / Percentage Interest. Each Unit has an equal, undivided interest (the “Percentage Interest”) in the Common Elements determined by taking the

number one and dividing it by the total number of Units. At the time of the recording of this Declaration, each Unit has a percentage interest of one over thirteen (1/13).

## **ARTICLE 5 ASSOCIATION**

5.1 Association. “Association” shall mean ***The Driftless Ridge Homeowners Association, Inc.***, a Wisconsin nonstock corporation which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium.

5.2 Voting Rights. Each Unit shall be entitled to one vote. If a Unit is owned by more than one person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event the persons cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. The procedures relating to voting such as written ballots, proxy voting, etc. shall be set forth in the Bylaws of the Association.

5.3 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. After a Unit has been sold to any person other than the Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than the Declarant, until the earlier of: (a) three (3) years; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Units are sold to any person other than the Declarant; or (b) thirty (30) days after the Declarant's election to waive its right of control.

5.4 Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33⅓%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 5.3 and this Section, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units. The initial

Board of Directors shall have three (3) Directors, and each Director shall serve for two (2) years. After the Declarant turns over control of the Association to the Unit Owners, the Unit Owner may decide on the number of Directors, the terms that each Director will serve, and any other matters related to the Board.

5.5 Notice. Notice of Association meetings shall be given to each Unit Owner at least three (3) business days prior to a Meeting of the Association; *provided, however*, that a Unit Owner may waive its right to receive Notice under this provision.

5.6 Enforcement. The Board of Directors shall have the power to enforce the Declaration. Any dispute relating to the Declaration or any Board of Directors enforcement decision shall be subject to arbitration under chapter 788 of the Wisconsin Statutes. Acceptance of a conveyance of a Unit is deemed to constitute an agreement by the Unit Owner or Owner to submit challenges to decisions of the Board of Directors to arbitration.

5.7 Supplement. The provisions of this Article are to be supplemented by the Bylaws of the Association; *provided, however*, that no such supplement shall substantially alter or amend any of the rights or obligations of the Unit Owners set forth in this Declaration.

## **ARTICLE 6 REPAIRS AND MAINTENANCE**

6.1 Units. Each Unit Owner shall be responsible for the construction, maintenance, repair, and replacement of all improvements constructed on or within the Unit. Each Unit shall at all times be kept in good condition and repair. A Unit Owner may make improvements or alterations within his/her Unit subject only to the limitations imposed by the Declaration and any applicable governmental law, ordinance, regulation or rule.

6.2 Common Elements. The Common Elements may require maintenance, repair or replacement from time-to-time, and the Association shall undertake the obligations to repair or replace the Common Elements as needed; *provided, however*, that any damages to any of the Common Elements caused by a Unit Owner or a Unit Owner's employees, customers, guests, invitees, etc., shall be charged to the Unit Owner that caused such damages. The Common Elements are the sixty-six foot private road, the two stormwater management facilities, and a ten (10) foot landscape buffer along Shady Oak Lane as shown on the Condominium Plat. The costs to maintain, repair or replace the Common Elements shall be ***"Common Expenses."***

## **ARTICLE 7 INSURANCE**

7.1 Unit Owners' Insurance. Each Unit Owner shall obtain adequate property and liability insurance for its respective Unit including, without limitation, coverage for all buildings, improvements, fixtures, furniture, equipment and personal property located within the Unit.

7.2 Property Insurance. The Board of Directors on behalf of the Unit Owners shall obtain and maintain insurance for the Common Elements covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis, for an amount not less than the full replacement value of the insured property.

7.3 Liability Insurance. The Board of Directors on behalf of the Unit Owners shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Board of Directors shall deem suitable for the Common Elements. Each Unit Owner's policy shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.

7.4 Administration. Any and all premiums associated with the insurance purchased on behalf of the Association covering the Common Elements shall be Common Expenses. All insurance shall be obtained from generally acceptable and commercially respectable insurance carriers.

## **ARTICLE 8 COMMON EXPENSES**

8.1 General Assessments. The Board of Directors may levy general assessments (the "**General Assessments**") against the Units for the Common Expenses incurred for the regular maintenance, repair, and replacement of Common Elements. Each Unit shall be responsible for its share of the Common Expenses equal to its Percentage Interest.

8.2 Special Assessments. The Board of Directors may levy special assessments (the "**Special Assessments**") against the Units, for any purpose for which the Board of Directors may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Each Unit shall be responsible for its portion of a Special Assessment equal to its Percentage Interest.

8.3 Lien. The assessments shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165 of the Wisconsin Statutes, as amended.

8.4 Unit Sale. Except as otherwise provided herein, unpaid assessments against a Unit shall be a joint liability of the seller and purchaser in a voluntary transfer of the Unit if a statement of condominium lien covering the delinquency shall have been recorded prior to the transfer.

## **ARTICLE 9**

### **PROTECTIVE COVENANTS, ARCHITECTURAL CONTROL**

#### 9.1 General Purpose, Standards, Variances.

(1) *General Purpose*. The general purpose of the covenants and restrictions set forth in this Article 9 (the **“Protective Covenants”**) is to help assure that the Condominium will become and remain an attractive community; to preserve and maintain the view corridors; to ensure the most appropriate development and improvement of each Unit; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to ensure the highest and best residential development of the Property; and to encourage and secure the construction of attractive residential structures.

(2) *Standard of Review*. It is the intent of these Protective Covenants to create reasonable restrictions that are enforced in a reasonable manner. In any enforcement action, the court or arbitrator shall interpret and enforce these Protective Covenants in a manner that will impose a reasonable result balancing the cost to the Unit Owner(s) subject to the enforcement action and the impact to the Condominium.

(3) *Variances*. The Committee shall grant variances from any provision of this Declaration where such variance is not inconsistent with the intent and spirit of this Declaration, and such variance is reasonable and does not have a significant, negative impact on the aesthetics or property values of the Condominium or other Units. The granting or denial of any variance shall be subject to the Standard of Review set forth under Section 9.1(2).

(4) *Inspections*. The Committee and its designated representatives shall have the right to reasonably inspect the construction of any improvements to any Unit, without notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

9.2 *Architectural Control*. No building or other improvement shall be erected, placed or Significantly Altered on any Unit until its construction plans and specifications shall have been approved in writing by the Architectural Control Committee (the **“Committee”**). The term **“Significantly Altered”** shall mean any remodeling, addition or

improvement that increases the square footage of the existing improvements by more than fifteen percent (15%) within a three (3) year period (for example, three separate improvements of five percent within three years).

9.3 Architectural Control Committee.

(1) *Establishment Duties, Membership.*

- (a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.
- (b) The Committee shall initially consist solely of the Declarant, so long as the Declarant owns any interest in any Unit. The Declarant may at any time, at its sole discretion, appoint up to three (3) Owners to serve as the Committee with the decisions rendered by the majority to be binding. Notwithstanding the foregoing provisions, at such time as the Declarant no longer owns any Unit subject to this Declaration, the directors of the Association shall elect the members and fill vacancies on the Committee. After the Committee has been turned over to the Association, the Board of Directors shall determine the number of Committee members, the length of terms, and any other procedures as to the process that are not inconsistent with this Declaration including, without limitation, disbanding the Committee if the Association no longer wishes to continue it.

(2) *Procedure.* An Owner desiring to construct a building or otherwise construct any improvements within a Unit shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a site plan showing the location of all contemplated improvements. The Committee may appoint a qualified designee to conduct the initial review of submissions and make recommendations to the Committee. The items submitted to the Committee or the Committee's designee shall include:

- (a) Construction details for all buildings, structures, fences, walls, and other improvements;
- (b) Elevation drawings of any building;
- (c) Proposed facades of any building, including the style, color, and location of eaves and windows;

- (d) A description of materials to be used in any building or improvement;
- (e) A detailed site plan showing the building footprint and driveway, the location of all structures with respect to topography and finish grade elevation, the top of the foundation structure in relation to the nearest street or curb elevation, and the proposed water drainage patterns;
- (f) The color scheme of all improvements;
- (g) All exterior lighting;
- (h) Detailed landscape plans and specifications which shall show trees to be removed, existing trees, their species, size, and location, and the size and location of proposed trees, shrubs, fences, berms, walls, patios, family gardens, planting beds, and other landscape materials (the plan shall show the percentage of cleared trees); and
- (i) Such other materials as the Committee may deem necessary that are reasonably related to the Committee's review.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or comparable qualified individual or firm. A submission will not be complete and the thirty (30)-day approval time set forth below shall not commence until all documents required in this Section) have been submitted. All such submissions shall be to the appointee of the Committee or to the Declarant, if no person is designated to review submissions at its principal place of business (or, if Declarant ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 9.3(5). After initial review by the appointed designee, Declarant shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of at least three (3) of its members, may take action without a meeting. The Committee may approve, disapprove, or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two (2) or more Committee members. 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 shall be deemed to have been complied with. If such plans are not rejected, then the Owner of the Unit shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes.

(3) *Standards.* Subject to the standard of review set forth in Section 9.1, the Committee shall have the right to reject any plans and specifications or site plans, which:

- (a) are not in conformity with any of the restrictions set forth in this Declaration; or
- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with buildings located on the surrounding Units; or
- (d) have exterior lighting,
- (e) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- (f) are not in conformity with the general purposes of this Declaration.

(4) *Occupancy.* No structure shall be occupied unless it has been approved by the Committee pursuant to this Section, and constructed in accordance with the plans as approved by the Committee.

(5) *Fees.* The Committee, by majority vote, shall from time-to-time adopt a fee schedule designed to defray the Committee's out-of-pocket costs, including the fee of any designee appointed by the Committee, incurred in connection with its review of any preliminary or final development plan, or of any resubmission of any such plans, and such fee may be adjusted at any time by the Committee.

(6) *Approval of Contractors.* For each building erected or placed on any Unit subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Committee prior to commencement of any construction. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

(7) *Liability of Committee.* The Committee and its designee or its individual members shall not be liable under any circumstances for any damage, loss, or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any property within the Condominium.

9.4 Architectural Restrictions.

(1) *Front, Side and Rear Yard Requirements.* Any improvement intended for occupancy (a **“Dwelling”**) or any parts thereof shall be built and sited in conformance with the applicable zoning code and this provision. No Dwelling or other building shall be constructed within the following Setbacks from the front, side, and rear Unit boundaries. The front of each Unit shall be the portion that abuts the applicable Private Road. All setbacks shown are minimums.

**SETBACKS**

*(The below Setbacks are measured in feet)*

<b>Unit Number</b>	<b>Front</b>	<b>Rear</b>	<b>Side</b>	<b>Side</b>
<b>1</b>	30	60	40*	20
<b>2</b>	30	60	20	20
<b>3</b>	30	60	20	20
<b>4</b>	30	60	20	20
<b>5</b>	30	50	30	30
<b>6</b>	30	50	30	30
<b>7</b>	30	50	30	30
<b>8</b>	30	50	30	30
<b>9</b>	30	50	30	30
<b>10</b>	30	60	20	20
<b>11</b>	30	60	20	20
<b>12</b>	30	60	20	20
<b>13</b>	30	60	20	20

\*From Shady Oak Lane

(2) *Protection of Mature, Healthy Trees.* The Unit Owners for Units 3, 4, and 5 shall whenever possible use reasonable means to protect the mature, healthy trees along the north and west borders of their units.

(3) *Floor Area Minimums.* Each Dwelling constructed on a Unit shall have a minimum of floor area of finished living space of 2,200 square feet for a one-story house (i.e., ranch style) and 2,500 square feet for a multi-story or split-level house. The above minimum floor area requirements may be waived by the Committee if, in the Committee's reasonable judgment, the proposed architecture and quality of the Dwelling is such as to present an attractive appearance compatible with the Dwellings within the Condominium.

(4) *Building Materials.* The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Units:

(a) All chimneys in the front of the Dwelling must be constructed of brick, stone or stucco.

(b) All chimneys and flues shall be fully enclosed.

(c) No T1-11 siding (Oriented Strand Board or plywood) shall be allowed.

(d) All fascia must be at least  $\frac{3}{4}$ " x ten (10) inches in width. Aluminum fascia is not permitted.

(e) All roofing shall be of laminated architectural grade textured fiberglass, asphalt shingles, wood shakes, or other acceptable materials. No standard 3-in-1 shingles shall be allowed.

(f) LP® SmartSide® Trim & Siding or a brand of equal quality, including fiber cement lap siding and trim may only be used on the rear and side elevations of a Dwelling. Vinyl and aluminum siding are not permitted. Brick, stone, or other similar inorganic materials are required on the balance of the front elevation; *provided, however*, the Committee may grant a variance if the specific design style does not require brick, stone, etc. and the house is otherwise consistent with the standards set forth in this Declaration.

(g) The street facing elevation shall have approximately twenty-five percent (25%) masonry on it.

(h) All windows that are not in masonry or stucco areas must be wrapped in wood or a simulated wood material with a minimum width of six (6) inches.

It is the intent of the Declarant to reasonably require coordination of trim, siding, and roofing colors to provide the most aesthetic combination for a particular Dwelling as well as for the overall development of the Units. Applicants should consider the color, materials, and design of nearby Dwellings.

(5) *Building Elevations.* All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color, and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the building. The Committee shall be entitled to reject any plans which would result in fenestration or length of building walls that would be incompatible with neighboring structures, which would not harmonize with the natural surroundings or that would violate any of the standards set forth in Section 9.3.

(6) *Building Location.* All buildings should be sited on the Unit to present their most desirable face to the street and where possible should be related to buildings on adjoining Units. Wherever reasonably possible, buildings shall be placed within building envelopes in a manner that creates staggering effect to maintain and preserve view corridors. The use of front porches by Owners is encouraged.

(7) *Utilities.* All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

(8) *Fencing.* THERE SHALL BE NO CHAIN-LINK, VINYL, PLASTIC OR SHADOWBOX FENCES ALLOWED AT ANY TIME. All fences shall require the written approval of the Committee. All fences shall be metal and black in color. Any fence that is approved shall be set back at least one (1) foot from the Unit boundary; provided, however, that except that the Owners of abutting Units may agree in writing to allow a fence to be placed on the Unit boundary or closer to the Unit boundary than one (1) foot.

(9) *Mailboxes.* Mailboxes shall be purchased and installed at Owners' expense. All Unit Owners shall install identical mailboxes as specified in Exhibit C.

(10) *Garages; Use of Outbuildings.* All garages shall be attached to the Dwelling and shall have space for no fewer than two cars. No trailer, basement, tent, tree house, shack, shed, detached garage, barn, or outbuilding shall be erected or permitted to remain on any Unit, temporarily or permanently, except for construction trailers during the period of construction. Play equipment such as

swing sets, playhouses and the like may be installed with the approval of the Committee.

(11) *Stormwater Runoff from Roof.* Each Dwelling shall be constructed in a manner such that all stormwater runoff from the roof thereof shall be directed toward an absorbent, permeable surface. Stormwater from roof runoff may not be directly channeled into a driveway and street. Each Unit Owner is responsible to control his/her own stormwater runoff in conformance with the current, applicable Town, County, and State regulations. Developer has implemented measures to control the common area stormwater.

(12) *Construction Deadline.* Each Dwelling erected shall have its entire external construction completed within nine (9) months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God.

(13) *Landscaping.* The following guidelines shall be followed for each Unit in the Development:

(a) Landscape plans shall be developed to enhance the ambience of each Unit. The overall plan should pay particular attention to street side foundation plantings and should adapt to the surrounding topography of the Unit. For Units 3, 4, and 5, no Unit owner shall clear more than thirty-five (35) percent of the existing trees from the Unit.

(b) The landscaping plan for each Unit shall achieve a minimum of 700 landscaping points as determined by the following point schedule:

<b>Landscaping Element</b>	<b>Point Value</b>
Canopy Tree (a tree caliper of 2 to 3 inches measured at 18 inches above the soil level):	125
Canopy Tree (a tree caliper of 3 to 4 inches measured at 18 inches above the soil level):	150
Canopy Tree (a tree caliper greater than 4 inches measured at 18 inches above the soil level):	200
Canopy Tree or Small Tree (a tree caliper of 1 to 2 inches caliper at 18 inches (i.e., Crab, Hawthorn)):	100
Evergreen Tree (4 feet to 6 feet in height from the base of the trunk):	100
Prairie Plantings (250 square-foot minimum)	150

Large Deciduous Shrub (3-year transplant – 36-inch minimum measured from the base of the trunk):	20
Small Deciduous Shrub (3-year transplant – 18-inch minimum measured from the base of the trunk):	10
Decorative Wall (rock, brick per face foot):	5

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- (c) Except in such cases that factors beyond the control of the Owner prevents timely planting, all plantings required to be placed upon the Unit shall be planted within thirty (60) days of occupancy of the Dwelling or upon completion of construction, whichever comes first, except that sodding, seeding, and planting new vegetation shall not be required during any period in which weather conditions restrict the ability to complete the planting or threaten the viability of the new vegetation.
- (d) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities, or which may alter the direction, or impede the flow of surface water in drainage channels within the easement.
- (e) No Owner shall grade or obstruct any swale or drainageway whether in an easement or not, which is in existence at the time of construction so as to impede the flow of surface water from other Units through such swale or drainage way. The elevation of a Unit shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Units.
- (f) Front and side yards must be sodded; provided, however, the Committee may permit the front yard and side yard to be seeded when weather conditions permit and appropriate, alternative materials, and practices are employed. Alternatively, the compost blanket seeding method for terrace, front yards, and side yards is acceptable. Rear yard areas which are not sodded must be seeded.

(14) *Driveways.* All driveways from the apron of any Unit to any private street shall be paved within eight (8) months from the date of issuance of the building permit. The apron outside of a garage shall be concrete. Concrete or a permeable paver system shall be used for all patios, walkways, and all other similar site work. Driveways from Driftless Ridge Way to the concrete aprons shall be either concrete or asphalt. Any asphalt driveway shall be at least two (2) inches of hot mix asphalt, and shall require the approval of the Committee. All driveways shall have sufficient

space to allow for parking of no fewer than two cars. No driveway of any Unit shall connect directly to any public road.

(15) *Swimming Pools.* No above-ground swimming pools shall be allowed. All in-ground swimming pools shall require the approval of the Committee.

(16) *Mobile and Other Manufactured Homes.* Mobile and manufactured homes are not permitted. The Committee shall make exceptions for modular or open-panel construction homes that have prefabricated components if size, elevation, and building material requirements are met and the finished quality of the improvements will be comparable to a stick-built house constructed on the building site, piece by piece and compatible with other homes within the Units.

#### 9.5 Use Restrictions.

(1) *Single-Family Residences.* The Units shall each be used as a single-family residential Dwelling. A Dwelling shall be deemed to be used for “single-family residential purposes” if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. No structures shall be erected, altered, placed or permitted to remain on any Unit or part other than one detached single-family Dwelling, not to exceed two stories in height, and a private garage constructed in accordance with Section 9.4(10). No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling with the following exceptions:

- (a) An Owner may maintain his or her personal, professional library in his or her Dwelling;
- (b) An Owner may keep his or her personal business or professional records or accounts in his or her Dwelling;
- (c) An Owner may conduct his or her personal business or professional telephone calls or correspondence from his or her Dwelling.

Nothing in this Section shall authorize the maintaining of an office at which customers or clients customarily call.

(2) *Signs.* No commercial or business sign of any kind shall be displayed on any Unit except one professional sign of not more than six square feet advertising the Unit for sale during the hours of open house showings only, or signs provided and allowed exclusively by Declarant for builders or licensed real estate brokers during

the initial construction and sales periods and for the resale of any Unit or Dwelling. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Units. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.

(3) *Garbage and Refuse Disposal.* No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. Yard waste shall be stored only in suitable containers. All equipment for storage or disposal of such waste material shall be kept in a clean and sanitary condition and suitably screened from view from the street.

(4) *Storage and Parking.* Outdoor storage of vehicles, boats, or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Unit owners and their families is prohibited unless they are kept in garages. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles, or any other recreational vehicles is prohibited unless kept inside the garage. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard, or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee. Nothing set forth in this Section shall prohibit temporary storage of moving vehicles for the purpose of loading or unloading for a period of more than eight (8) hours. No cars or other equipment may be parked on any yard at any time.

(5) *Nuisance Prohibited.* No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Unit not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Unit shall be responsible for maintaining the Unit in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard, and provided that such gardens shall be pursuant to plans previously approved by the Committee under Section 9.3.

(6) *Pets and Animals.* No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee in writing. Each Owner should review the applicable municipal ordinances relating to ownership of animals.

(7) *Antennae / Solar Panels / Miscellaneous Fixtures.* Except to the extent that this Section is in conflict with any federal law or regulation, no exterior antennas or satellite dishes greater than twenty (20) inches in diameter shall be permitted

on any structure or Unit unless approved in writing in advance by the Declarant or the Committee. Solar panels, windmills, walls, or fences shall be subject to be screened from public view to the extent reasonably possible, and require approval from the Committee. All exterior lighting on the Property shall be designed and operated to contain the light, to the extent reasonably possible, within the Unit on which the light is located. Exterior lighting is subject to the Town of Verona Dark Sky Ordinance.

(8) *Outside Clothes Line.* Clothes line poles shall not be permitted on any Unit. A Unit may have a retractable close line which retracts to the Dwelling, and shall remain retracted when not in use.

(9) *Firearms.* No person shall discharge a firearm within any Unit or on any Common Elements.

(10) *Exterior Lighting.* Any exterior lighting must be regulated by a timer with a consistent daily shut-off.

(11) *Amplified Sound.* No amplified sound systems may be used outdoors within any Unit or on any Common Element.

(12) *Fireworks.* The use of fireworks are subject to the Town of Verona fireworks ordinance. Each Unit Owner shall review the applicable Town ordinances before the use of fireworks.

## ARTICLE 10 EASEMENTS

10.1 Utility Easement. An easement is reserved over, through, and underneath the ten feet of each Unit that abuts the Common Elements (the "**Utility Easement**") for the installation, maintenance, repair, and replacement of present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable and security wires. The maintenance, repair, and replacement of any utility within the Utility Easement that benefits all of the Units shall be the obligation of the Association, and such costs shall be Common Expenses. Any installation, maintenance, repair, or replacement of any utility within the Utility Easement that benefits less than all of the Units shall be an expense shared by the Units that benefit from such installation, maintenance, repair, or replacement. Easements for ingress and egress are reserved to the Association and Unit Owners in, over, and under the Units and Common Elements for the purpose of making any repairs to the utilities in the Utility Easement. The party (for example, the Association or the specific Unit Owner(s) as the case may be) responsible for the installation, maintenance, repairs, or replacement of any utilities within the Utility Easement shall be

responsible for any damage resulting from such work and shall return the Utility Easement to the same condition that existed prior to the commencement of the work.

## 10.2 Private Road.

(1) *Maintenance, Repair and Replacement.* The private road (the “**Private Road**”) that allows ingress and egress to the Units is shown on the Plat and labeled as Driftless Ridge Way. The Private Road is a Common Element. The maintenance, repair, and replacement of the Private Road shall be the obligation of the Association, and such costs shall be Common Expenses. An easement for ingress and egress, staging, and grading is reserved to the Association in, over, and under the fifteen feet of each Unit that abuts the Private Road for the purpose of maintenance, repair, and replacement of the Private Road. The Private Road is intended to remain private and no dedication to the public shall occur other than by agreement between the Town and the Association. The Association shall be responsible for any damage resulting from such work and shall return any Unit to the same condition that existed prior to the commencement of the work. If the Association fails to maintain the Private Road, the Town may complete the necessary maintenance, repair, and replacement of the Private Road, and charge all costs as a special charge to either the Association or an equal share to each Unit Owner.

(2) *Default Regulations.* Unless subsequently modified, expanded, or limited by the Association, the following default regulations shall apply to the Private Road:

- (a) *Speed Limit.* The default speed limit on the Private Road shall be twenty-five (25) miles per hour.
- (b) *Parking, Stopping, and Standing.* Subject to Section 10(2)(c), only temporary parking of less than twelve (12) hours is allowed on the Private Road. There shall be no parking, stopping, or standing allowed on any portion of the Private Road when such parking, stopping, or standing would obstruct traffic..
- (c) *Snow Emergency.* No person shall park a motor vehicle trailer, or any other moveable equipment on the Private Road between 12:00 midnight and 6:00 a.m., from November 15 to April 1 of each year except that vehicles may be parked on the even number side of the Private Road between 12:00 midnight and 6:00 a.m. on even-numbered days of the month, and on the odd numbered side of the Private Road on odd-numbered days of the month.

- (d) *Enforcement.* The Town of Verona is hereby given the authority to enforce the traffic and parking regulations set forth in this Section and subsequently adopted by the Association. As used in this Declaration the terms “Town of Verona” or “Town” shall mean the Town of Verona, Dane County, Wisconsin, or any governmental entity that succeeds to the regulatory authority if the Town of Verona by incorporation, consolidation or any other means.

### 10.3 Stormwater Management Facilities.

(1) *Stormwater Management Facilities.* The stormwater management facilities as shown on the Condominium Plat (the “**Stormwater Facilities Easement**”) are Common Elements for the installation, maintenance, repair, and replacement of present and future stormwater management facilities (i.e., a stormwater pond). The installation, maintenance, repair, and replacement of any stormwater management facility within the Stormwater Facilities Easement shall be the obligation of the Association, and such costs shall be Common Expenses.

(2) *Stormwater Easement.* Each Unit shall have a perpetual, non-exclusive easement on, over, across, and through the other Units and the Common Elements for stormwater drainage to the Stormwater Facilities Easement consistent with any applicable stormwater plan. It is the intent that this provision be limited to allow for the reasonable stormwater drainage of the Units consistent with natural stormwater drainage patterns and stormwater management plans of the Condominium.

(3) *Stormwater Management.* The Association shall maintain all of the stormwater management facilities when necessary to maintain the functioning of the facilities according to their design specifications. In the event that the Town sends written notice to the Association requiring that the Association complete necessary maintenance of the stormwater facilities, and the Association refuses to or fails to complete the necessary maintenance within thirty (30) days from the date of mailing, then the Town may complete the necessary maintenance of the stormwater facilities and charge all costs as a special charge either to the Association or an equal share to each Unit Owner.

10.4 Sanitary Sewer and Water Main Easement. At the time that this Declaration is recorded, the Condominium is not served by sanitary sewer and municipal water. In the event that sanitary sewer and municipal water is made available to the Condominium, an easement is reserved over, through and underneath the specific portions of each Unit and the Common Elements shown as the “Utility Easement” on the Condominium Plat (the “**Sanitary Sewer and Water Main Easement**”) for the installation, maintenance, repair and replacement of present and future sanitary sewer and water

main facilities. The installation, maintenance, repair, and replacement of any sanitary sewer or water main facility within the Sanitary Sewer and Water Main Easement that benefits all of the Units shall be the obligation of the Association, and such costs shall be Common Expenses. Any installation, maintenance, repair or replacement of any sanitary sewer or water main facilities within the Sanitary Sewer and Water Main Easement that benefits less than all of the Units, and any repair or replacement necessitated by the actions of one or more Unit Owners, shall be an expense shared by the Unit or Units that either benefit from, or caused the need for, such installation, maintenance, repair or replacement. Easements for ingress and egress are reserved to the Association and Unit Owners in, over, and under the Units and Common Elements for the purpose of making any repairs to the sanitary sewer and water main facility. The party (for example, the Association or the specific Unit Owner(s) as the case may be) responsible for the installation, maintenance, repairs, or replacement of any utilities within the Sanitary Sewer and Water Main Easement shall be responsible for any damage resulting from such work, and shall return the Sanitary Sewer and Water Main Easement to the same condition that existed prior to the commencement of the work.

10.5 Encroachments. If any portion of a Unit or Common Element encroaches upon another, an easement for the encroachment and its maintenance shall exist.

## **ARTICLE 11 AMENDMENTS**

Except as otherwise provided herein, this Declaration may only be amended by the written consent of sixty-seven percent (67%) of the Unit Owners. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. For purposes of this provision and Declaration, each Unit shall have one (1) vote. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No termination, amendment, variance, or other modification to the provisions of §§9.4(1), 9.4(2), 9.4(13)(c) – (d), 9.5(1), 9.5(11), 10.2(1), 10.3 or the last sentence of 9.4(14) shall be effective unless approved in writing by the Town Board. The Town shall have the right to enforce those provisions through any remedy available at law or in equity.

## **ARTICLE 12 NOTICES**

12.1 Resident Agent. The initial resident agent and person to receive service of process for the Condominium or the Association shall be the same person named as the Registered Agent of the Association or such other person as may be designated from time-to-time by the Association, which designation shall be filed with the Wisconsin

Department of Financial Institutions. The current resident agent is James T. Coons, 1827 Locust Drive, Verona, WI 53593-9409.

12.2 Notices to Unit Owners. Subject to Section 5.4 hereof, all notices required to be sent to Unit Owners shall be in writing, personally delivered, or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit Owner. It is acknowledged by all Unit Owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration.

### ARTICLE 13 GENERAL

13.1 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights, powers, and obligations by a written record instrument to any other party who assumes such rights, powers, and obligations. Upon the recording of any such assignment, such assigns shall become the "**Declarant**" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment needs be signed only by the assignor and the assignee named therein.

13.2 Utilities. Each Unit Owner shall pay for all of its telephone, electrical and other utility services which shall be separately metered or billed for each user by the respective utility companies.

13.3 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration.

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IN WITNESS WHEREOF, this Declaration has been executed on this May 11, 2017.

**DRIFTLESS RIDGE, LLC**

By: \_\_\_\_\_  
James T. Coons, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN )

)SS.

COUNTY OF DANE )

This instrument was acknowledged by me on \_\_\_\_\_, 2017 by James T. Coons as Managing Member of Driftless Ridge, LLC.

\_\_\_\_\_  
Robert C. Procter  
Notary Public, State of Wisconsin  
My Commission is permanent.



**EXHIBIT A**  
*Legal Description*

DRAFT

**EXHIBIT B**  
Condominium Plat  
*See attached*

DRAFT

**EXHIBIT C**  
Mailbox Specifications

DRAFT