

WHISPERING COVES

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE PLAT OF WHISPERING COVES

Recording Area

Return Address:

North Neighborhood, LLC
c/o
Forward Development Group, LLC
161 Horizon Drive, Suite 101A
Verona, WI 53593-1249

Parcel Identification Numbers (PINs):

See attached Exhibit A

DECLARATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made effective as of September 1, 2023 by North Neighborhood, LLC.

RECITALS

A. Developer is the fee simple Owner of all of the following real property, situated in the City of Verona, Dane County, Wisconsin (collectively, the “Property”):

A copy of the Plat is attached as Exhibit B.

B. Developer declares that the Lots and Outlots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, conditions and restrictions set forth in this Declaration.

**ARTICLE 1
DEFINITIONS**

The following definitions shall be applicable to this Declaration:

1.1 “*Association*” shall mean the Whispering Coves Homeowners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

1.2 “*Board*” shall mean and refer to the Board of Directors of the Association.

1.3 “*Committee*” shall mean the Design Review Committee established under Article 2.

1.4 “*Declaration*” shall mean this Declaration of Covenants, Conditions and Restrictions of Whispering Coves.

1.5 “*Developer*” shall refer to the Developer submitting this Declaration of Covenants, Conditions and Restrictions of Whispering Coves for recording.

1.6 “*Developer*” shall mean North Neighborhood, LLC, and its successors and assigns.

1.7 “*Development*” shall mean the Property subject to this Declaration.

1.8 “*Lot*” or “*Lots*” shall mean the platted lot or lots set forth in the Plat.

1.9 “*Outlots*” shall mean the platted Outlots ____, ____ and ____ set forth in the Plat.

1.10 “*Owner*” shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to a platted Lot within the Property, except that as to any such Lot which is the subject of a land contract wherein the purchaser is in possession, the term “*Owner*” shall refer to such person instead of the vendor.

1.11 “*Plat*” shall mean the Plat of Whispering Coves.

1.12 “*Property*” shall mean the real estate legally described in paragraph A of the Recitals.

1.13 “*City*” shall mean the City of Verona.

**ARTICLE 2
COVENANTS, CONDITIONS, AND RESTRICTIONS**

2.1 Architectural Control. No building or other improvement shall be erected, placed or Significantly Altered on any Lot until its construction plans and specifications shall have been approved in writing by 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).

2.2 Design Review Committee.

(a) Establishment Duties, Membership. There shall be a Design Review Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights. The Committee shall initially consist solely of the

Developer, so long as Developer owns any interest in any Lot or Outlot. At such time that the Developer no longer owns any Lot or Outlot subject to this Declaration or turns over control of the Committee to the Association, the directors of the Association shall set the number of members on the Committee, shall set the terms for the Committee members, and shall appoint the Committee members.

(b) Procedure. An Owner desiring to construct a building or otherwise construct any improvements on a Lot shall submit to the Committee, for its written approval, Lot development plans, including construction plans and specifications for all improvements, as well as a site plan showing the location of all proposed 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:

(i) Construction drawings that include all typical industry accepted architectural details for all buildings, structures, fences, walls and other improvements;

(ii) Elevation drawings of any buildings, structures, fences, walls and other improvements, identifying all finishes and architectural details;

(iii) Proposed finishes of any buildings, structures, fences, walls and other improvements including the manufacturer, model, style and color of all materials and major architectural elements, including building entry doors, overhead garage doors and windows;

(iv) A detailed site plan showing the building footprint and driveway, the location of all structures with respect to topography, the finish grade elevations of the top of the building's foundation structure, top and bottom of all retaining walls, lowest building opening, be it a door or window, and garage floor(s) and the proposed water drainage patterns;

(v) All exterior lighting, including location and manufacturer, model, style and color of the proposed fixtures;

(vi) Detailed landscape plans and specifications which shall show trees and prairie 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, bedding plantings, and other landscape materials (the plan shall show the percentage of cleared trees and /or prairie space). See the attached Exhibit E as an example of landscape plan requirements.

(vii) Such other materials as the Committee may deem necessary that are reasonably related to the Committee's review.

A submission will not be complete and the approval time set forth below shall not commence until all documents required in this Section 2.2 have been submitted to the Committee. All such submissions shall be to the appointee of the Committee (or, if the Committee ceases to be active, then to the Association's Board, which shall act as the Committee), together with any applicable fee required under Section 2.5. 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 with

revisions that satisfy the conditions. The Committee's decision shall be in writing. 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 thirty (30) days of the 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 approved, then the Owner of the Lot shall construct the improvements materially in accordance with the submitted development plans. 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, aesthetic appearance or expense of the construction as previously approved shall be deemed to be material changes.

2.3 Standard of Review. It is the intent of the Covenants, Conditions, and Restrictions to create reasonable architectural and use standards that are enforced in a reasonable manner. In reviewing any submission under this Declaration or in any enforcement action, the Committee, the court or an arbitrator shall interpret and enforce this Declaration in a manner that will impose a reasonable result balancing the impact and cost to the Owner and the impact and cost to the Development.

2.4 Variances. The Committee may grant variances from any provision of this Declaration. The granting or denial of any variance shall be subject to the Standard of Review set forth under Section 2.3.

2.5 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.

2.6 Liability of Committee. Neither the Developer nor the Committee (nor its individual members) shall be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans and specifications, whether or not defective; (ii) the construction or performance or any work by an Owner, whether or not pursuant to approved plans and specifications; (iii) the development of any property within the Development; (iv) the granting of any variance; and (v) the negligence of the Developer or Committee while exercising its duties on this Article 2.

2.7 Architectural Restrictions. All buildings (other than an in-ground pool accessory building approved under section 2.19 below) shall conform to the following architectural requirements:

(a) *Architectural Style.* New construction in Whispering Coves shall reflect a specific architectural style. Design and craftsmanship shall be of high quality and be comprised of timeless, elegant, authentic, natural materials and architectural detailing commonly associated with specific architectural styles. Architectural styles shall be consistent with commonly recognized styles and may include, but are not limited to: Craftsman, Prairie/Four Square, Farmhouse, Tudor, Shingle, Cape Cod, Arts & Crafts, Victorian, Georgian, Classical, Canterbury, and other styles that resemble traditional Midwestern vernacular. To provide variety in the streetscape, no more than two residences of similar design/style shall be constructed in a row.

(b) *Building Elevations.* The architecture shall be well proportioned, and be designed with an emphasis on the street-facing elevations. Four-sided architecture is encouraged. Exterior materials, colors, and architectural details should wrap building corners and continue on the balance of the building facades. To limit monotony within the streetscape, the Committee shall ensure that

a variety of architectural styles and color packages are provided for homes in proximity to one another. No similar elevation design shall be allowed to repeat directly adjacent to each other, defined as directly to the left, right, across the street, and kitty-corner. Elevations will be considered dissimilar when they exhibit significant changes of roof forms, window patterns, massing, porch/entry conditions, material allocations and architectural style.

(c) *Exterior Materials and Finishes.* It is required that all portions of front elevations incorporate the use of one or more of the following natural materials: wood siding and trim (fiber cement may be included if the same as wood in appearance), brick, or stone (cultured stone may be included if the same as stone in appearance).

(i) Each single-family residential dwelling shall be required to have a minimum coverage of 40% of the total front elevation area using said natural materials.

(ii) Minimum 40% coverage shall be calculated using the total amount of natural material measured in square feet as the numerator, divided by the total area of the front facade, the side returns and the sides of extensions and protrusions, subtracting door and window openings, as the denominator.

(iii) Other materials, including synthetic stucco (EIFS), aluminum siding, vinyl siding and other composites shall be acceptable as accent elements provided that a portion of the elevation include natural materials as described herein.

(iv) The type and detail of natural material included shall be dictated by the architectural style proposed and as approved by the Committee.

(v) Synthetic stucco (EIFS) shall be limited in use as a secondary element, unless designed to appear as natural brick or stone material.

(vi) Use of T1-11 siding shall be prohibited.

(d) *Exterior Colors.* Color packages shall be developed with consideration for a variety and compatibility within the development and the surrounding community. Colors shall be consistent with traditional City of Verona and Midwest vernacular. Required:

(i) Approved color schemes shall feature a harmonious range of color blends and shading.

(ii) Synthetic stucco areas shall range from off-white to light browns and light warm grays.

(iii) Complimentary trim and siding colors with slight variations in contrast

(iv) Subtle third color accents, in traditional colors, appropriate for the style chosen,

(e) *Roof Pitch.* The building shall have a minimum roof pitch of not less than a 6/12 pitch as viewed from any adjoining street, except that the pitch requirements may be reduced, in the judgement of the Committee, for cases in which the house is of a "Prairie" or other appropriate architectural design style.

(f) *Roof Materials.* Roofs shall have dimensional architectural shingles. Standard 3-in-1 shingles are not permitted. Metal roofing material may be allowed with approval by the Committee. Plumbing, HVAC and other roof vents, unless continuous ridge vents, shall be placed in locations that are not visible from any adjoining street.

(g) *Building Trim.* Corner boards, window and door trims, shutters, band boards, and moldings shall be used to differentiate and enhance individual styled elevations. Entries shall receive additional emphasis and detail. Flush rakes and long expanses of flat wall planes are not allowed. Gutters, downspouts and splash blocks are required and shall be included with each elevation design, in a style compatible with the architecture of the structure. The following are required:

(i) Corner boards, trim and door/window surrounds on all facades

(ii) Side and rear elevations fully exposed to public ways or R.O.W. shall incorporate the same materials and accent materials used on the front building elevation for at least 40% of the surface.

(iii) Building trim shall consist of finished natural wood, cementitious fiber, wood fiber, molded millwork or shall be wood clad in prefinished vinyl or .025 or heavier aluminum, provided it has the same visual effect as natural materials. Building fascia trim shall be a minimum of 10" in nominal width and may be wrapped in aluminum with aluminum soffit. Trim shall be placed around all exterior doors and windows and shall be a minimum of 4" in nominal width. Trim shall be placed above overhead garage doors and on the corners of the building and shall be a minimum of 6" in nominal width.

(h) *Chimneys.* All chimneys shall be fully enclosed with the same siding material, brick, stone or manufactured stone as predominantly used on the building from grade to within 6" of the bottom of the chimney cap. Through-roof chimney projections shall be of masonry or clad of the same predominant siding material as that of the building. Direct vent fireplace enclosures may not be placed on the exterior of the building unless the enclosure terminates under an uninterrupted soffit, is placed on the rear of the building or behind an offset in the building so as not to be visible from the front yard.

(i) *Gutters and Downspouts.* Gutters and downspouts shall match or be compatible with trim colors, or shall be comprised of copper, stainless steel or painted black.

(j) *Foundation Wall Exposure.* Brick or stone veneer is required to be placed on the exposed portions of the foundations on the front where foundation is exposed more than six (6) inches and is required to wrap around outside corners by 2' minimum before transitioning to other materials. Brick or stone veneer is to be capped with masonry sill stone. The brick or stone veneer is allowed to step down with the foundation wall drops to create a visually appealing transition in materials.

(k) *Windows.* Windows, except transom windows, shall have a vertical sash dimension equal to or greater than the horizontal sash dimension. Windows shall have grills with a pattern consistent with the architectural style of the building.

(l) *Exterior Doors.* Door styles and colors should be used in such a way as to emphasize the front entry and de-emphasize the garage and /or service doors. Wood, insulated metal, fiberglass and quality hardboard materials are acceptable. A variety of door styles and colors

are encouraged. Front entry doors shall be energy efficient and appropriate to the architectural theme of the home. Muntins, sidelights, special shades and window detail shall be encouraged where appropriate for the style chosen. Trim wraps are required around all doors. All exterior doors, including overhead garage doors and entrance doors, shall be of a decorative panel or carriage style design. No plain or flat exterior overhead garage doors shall be permitted.

(m) *Deck and Porch Columns.* Decks attached to residential dwellings should be large enough to be usable, and built with appropriate materials which can be exposed to the weather. Enclosed screened porches are acceptable if designed as a part of the exterior and are built from materials consistent with the rest of the building. Deck and screened porch columns and / or posts shall be a nominal 6" x 6" minimum (or trimmed to such a dimension). For enclosed porch framing, 4" x 4" posts, at a minimum of 4' spacing, will be allowed when constructed with screen panels. Also required:

- (i) Wood deck trim, painted or stained to be compatible with the building finishes, oriented to the rear of the building.
- (ii) Deck handrail systems simple in design and reflective of the building style and character.
- (iii) Rear screen porches that fit the architectural style.
- (iv) Dominant entry porches that fit the architectural style.

(n) *Building and Yard Lighting.* Light fixtures shall be consistent with the theme of the community and building design. All lighting should be "down" or "area" lighting. All light sources shall be white (no colored lights) and no spill-over of lighting shall occur on neighboring properties. Lighting should be shielded to conceal glare. Additionally:

- (i) Wall mounted fixtures at entries shall blend with the building design
- (ii) Wall mounted and yard light fixtures are encouraged to be complementary or matching.

(o) *Mailboxes.* The Development is required by the U.S. Postal Service to utilize Cluster Box Units (CBU). A CBU is a pedestal mounted mailbox unit that is designed to provide a number of mailboxes in one location. The mailbox layout for the Development is attached as Exhibit C. While Exhibit C indicates the conditionally approved locations of the CBUs, the locations are subject to change based on future review and approval by the U.S. Postal Service. Owners shall acknowledge and understand that the U.S. Postal Service may require further revisions prior to final installation.

2.8 Building Orientation / Layout. In order to achieve the Development's planned character, all building development plans shall utilize the "coving" plan in the City approved General Development Plan and Plat of Whispering Coves as shown on Exhibit D, Single-Family Building Envelope Exhibit. Exhibit D indicates the designed building setbacks and orientation in relation to the street and to other homes. Most homes are intended to have front yard setbacks greater than those required by the City. No homes shall be permitted in any alternate location on the Lot unless authorized by the Developer or its designated Committee.

2.9 Approval of Contractors. For each building constructed, erected or placed on any Lot subject to this Declaration, the prime contractor or builder responsible for the construction of such building shall be approved in writing by the Developer or the Committee, whichever is then applicable, prior to commencement of any construction. The approval of the Developer or the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as, but not limited to, the proposed prime contractor's or builder's lack of experience, poor financial status, negative business history, negative building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessperson then developing a neighborhood of quality single family residences.

2.10 Existing Vegetation. The existing vegetation of each Lot subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Committee. In the event such vegetation is removed or destroyed without approval, the Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

2.11 Grade Elevations. The grade elevations of a Lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding Lots, nor influence the storm water flows over and around said Lot or adjacent Lots. Violations of the approved site, grading or landscaping plans shall give the Committee, or any adjacent Lot Owner within the Property, a cause of action against the person(s) violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any Lot within the Property without the approval of the Committee. The approved project construction documents shall be used to determine the required designed finished floor elevations and lowest opening elevations.

2.12 Uses. All Lots within the Property shall be used only for detached single family residential purposes, except that Developer may use a Lot or multiple Lots as model home(s), and may continue to use lands owned or leased by Developer for present agricultural purposes and uses.

2.13 Floor Area Requirements. Minimum floor area requirements shall apply to all detached single-family residential buildings erected on any Lots subject to this Declaration and shall be based upon overall Lot sizes and as designated below and per attached Exhibit E:

Minimum Floor Area Requirements:		
Blocks/Lots	Single-Story Homes	Two-Story Homes
Block 3:		
Lot 1	1,200	1,600
Lots 2-9	1,600	2,400
Lots 10-22	2,400	3,600
Block 4:		
Lots 1-12	2,000	2,800
Block 5:		
Lots 1-7, 16-18	2,000	2,800
Lots 8-15	2,400	3,600
Lots 19-36	1,600	2,400
Block 6:		
Lots 1-10	2,400	3,600
Block 7:		
Lots 1-27	2,400	3,600
Block 8:		
Lots 1-31	2,400	3,600
Block 11:		
Lots 1-10	2,400	3,600
Block 13:		
Lots 1-6, 8-13	2,400	3,600
Lot 7	1,200	1,600
Lots 14-24	2,000	2,800
Block 14:		
Lots 1-8	2,000	2,800
Lots 9-21	1,600	2,400
Block 15:		
Lots 1-10	1,600	2,400
Lots 12-19	1,600	2,400

For the purposes of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages, and basements, even if the basements are finished, shall be excluded.

The above minimum floor area requirements may be waived by the Committee in the event the proposed architecture and quality of the building is such as to present an attractive appearance compatible with other buildings within the Property, in the judgment of the Committee.

2.14 Garages. All detached, single family residential buildings must have an attached garage, and such garage must contain not less than two (2) nor more than four (4) automobile garage stalls. Any street facing building façade which includes the overhead garage door(s) must be set further back, or even, with the front façade of the building. Exceptions may be made if there is some other design element which makes the layout acceptable to the Committee such as a side-loaded garage or an exceptional overhead garage door design.

2.15 Manufactured and Prefabricated Construction. No building previously erected elsewhere may be moved onto any Lot, except new prefabricated construction or historically significant structures, which shall require the written approval of the Committee.

2.16 Driveways. Driveways shall be constructed with concrete, cementitious pavers, or brick.

2.17 Animals. Only domestic animals may be kept on any Lot, and no more than three (3) domestic animals may be kept on any Lot subject to this Declaration. The Association may adopt rules and regulations prohibiting any dangerous animals, including, without limitation, dangerous dog breeds. The Association may order an Owner to permanently remove an animal from the Property if the Association

determines that the animal has shown threatening tendencies. The keeping of chickens or any other fowl on any Lot is prohibited.

2.18 Accessory Buildings. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property, except that in the case of an in-ground swimming pool, a visually suitable accessory building or structure ancillary to such in-ground pool may be approved in writing in advance by the Committee. Any such accessory building shall be designed and built with materials consistent with the architectural design of the principal structure.

2.19 Residence Restrictions. No trailer or similar type of vehicle, tent, or temporary structure shall be used as a residence, temporary or permanent.

2.20 Parking Restrictions. Parking shall be prohibited on any portion of a Lot except the driveway and garage. Parking of commercial or service vehicles owned or operated by residents within the Property, whether on Lots or in the public street within the Property, is prohibited unless such vehicles are kept in a garage. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside a garage. This section shall not prohibit the temporary parking or storage of such vehicles for the sole purpose of loading or unloading such vehicles at the Lot at which parked, for a period not to exceed forty eight (48) hours. No cars, boats or other vehicles shall be parked on lawns or yards at any time. No disabled vehicles may be left on any Lot longer than forty-eight (48) hours unless it remains within the garage.

2.21 Lot Maintenance. All areas of Lots not used as a building site or lawn or under cultivation as a garden shall be kept free from noxious weeds. All Lots, and all buildings and other improvements shall be kept in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

2.22 Outdoor Storage: Outdoor storage of any kind is prohibited, including but not limited to wood piles, recycling bins, trash bins, landscape debris, compost piles, outdoor/seasonal furniture, and items of a similar nature.

2.23 Construction Timeline. An Owner, other than the Developer, shall commence construction within twelve (12) months of date of closing for the purchase of said Lot. Commence construction shall be defined as having installed the foundation of the single-family detached dwelling on the Lot. Construction of all buildings shall be completed within nine (9) months after commencement of construction. Landscaping (including finish grading, sodding, seeding and plantings) and installation of driveway shall be completed, in accordance with the approved landscaping plan, within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the Owner, the Developer, or its designated Committee, shall have the right, but shall not be obligated, to extend in writing the deadline as set forth above. However, any one extension shall not obligate the Developer or its designated Committee to issue further or other extensions. If the Owner fails to meet any of the deadlines as set forth above, then upon thirty (30) days' notice to the Owner, the Developer or its designated Committee shall have the right, but shall not be obligated, to enforce this provision by imposing a monthly fee of up to \$1,000 for each month that the Owner is in violation of this Section.

2.24 Antennas, Satellite Dishes, Etc. Except to the extent that this prohibition is limited by federal or state law or regulations, no exterior antennas, satellite dishes, solar panels, wind mills, walls or

fences of any kind shall be permitted within the Lot unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, including approval of the location, material, height, size and color thereof. Generally, any proposed satellite dish or exterior antenna must be located at the rear of the building and must be inconspicuously placed.

2.25 Fences. No fence shall be installed without the written approval from the Committee. Chain-link, vinyl, plastic, or shadowbox fencing is not allowed. This section does not apply to boundary fences located at the perimeter of the Property. Proposed fencing must be located on the property line of the Lot. Maximum height for fencing is limited to six (6) feet.

2.26 Vegetable Gardens. Gardens are only permitted in the rear facing yard of a Lot. Gardens are not permitted in front or side yards.

(a) Location of a garden must stay within the boundaries of the Lot and shall not impact any existing easements. Gardens placed within any easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement.

(b) Garden area shall not occupy more than 125 square feet of the rear yard area.

The Lot Owner is responsible for obtaining any applicable permits as required by the City of Verona to ensure that the installation will comply with City codes and ordinances.

Committee approval does not supersede the need for any municipal approvals or permits.

2.27 Basketball Play Equipment. Permanently or temporarily installed basketball play equipment shall be permitted in the front yard of each Lot adjacent to the driveway or affixed to the face of the garage. All permanent installations of basketball play equipment will require prior approval of the Committee and shall be subject to the following minimum standards:

(a) Poles shall be steel, fiberglass or aluminum and may be either surface bolted or direct bury.

(b) Poles shall be manufactured by Spalding, Huffy, Wilson, First Team, Barbarian, Bison, Elite, Goalsetter, Goalrilla or brands of equal quality. Pole heights may be adjustable or fixed. Wood poles are not allowed.

(c) Backboards may be acrylic, composite board, glass, polycarbonate or steel in widths ranging from 36" to 54". Backboards shall be manufactured by Spalding, Huffy, Wilson, First Team, Barbarian, Bison, Elite, Goalsetter, Goalrilla or brands of equal quality and shall be fully furnished and weather resistant.

(d) Poles, attachments, backboards and all other components shall be kept in good working order, free from rust and maintained. Any weathered, damaged or otherwise unusable basketball play equipment shall either be repaired or removed no later than June 1st of any year.

2.28 Play Structures / Play Equipment. Permanently installed play equipment may be permitted in the rear yard of a Lot. A site plan indicating equipment location, size, and height must be approved by the Committee and must meet the following minimum standards:

(a) Location of play structure must stay within the boundaries of the Lot and shall not impact any existing easements or setbacks. Equipment placed within any easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement.

(b) Play structures shall not be used as an outbuilding or accessory building for storage.

(c) Play structures and play equipment must not exceed 12 feet in height and shall not occupy more than 800 square feet of the home's rear yard area.

(d) The graded slopes and swales, as established by Developer and approved by the municipality, shall remain as permanent and shall not be modified by the installation of equipment.

(e) The Lot Owner is responsible for obtaining any applicable permits as required by the City of Verona to ensure that the installation will comply with City codes and ordinances. Committee approval does not supersede the need for any municipal approvals or permits.

2.29 Utility Elevations. The elevation of any utility easement within the Property may not be changed in excess of six (6) inches without the permission of all of the applicable utilities, and any party making such change shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

2.30 Signs. No signs of any type shall be displayed to public view on any Lot (including Outlots) without the prior written consent of the Developer or the Committee, whichever is then applicable.

2.31 Stormwater Restrictions. No swale, drainage way, or stormwater detention area within the Property, whether established by easement or not, which is in existence at the time of development on any Lot or Outlot on the Property, shall be regraded or obstructed, so as to impede the flow of surface water across such swale or drainage way, or interfere with the proper functioning of any such swale, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, drainage way or stormwater detention area.

2.32 Landscaping Requirements. Landscaping is required to enhance the architectural design of the home and to provide year-round seasonal interest along all four sides of the building. Each Lot must either i) provide a landscape plan designed by a landscape architect or ii) provide a copy of the attached Exhibit F, completed to indicate landscape planting selections made by the Owner for each component of the plan exhibit – Items A through O. Landscape plantings shall be selected from and at minimal installation sizes as noted per the Landscape Plant List provided, and shall be appropriate for the specific site layout and building's solar orientation. Additionally:

(a) Front and side yards must be sodded, except that the Developer or the Committee, whichever is then applicable, may permit the front yard and side yard to be seeded where weather conditions permit and appropriate alternative materials and practices are employed, at their discretion.

(b) Rear yard areas which are not sodded must be seeded.

(c) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the Lot or Outlot Owner(s). Complete visual screening of the front,

rear or side of any Lot or Outlot is prohibited without approval of the Developer or the Committee, whichever is then applicable.

All landscaping plants shall be planted within forty-five (45) days of occupancy of the residence, or upon completion of construction, whichever occurs first, except that trees, shrubs and other plants are not required to be planted during the winter months when the ground is frozen, but shall be planted as soon as weather conditions permit.

2.33 Parade of Homes. While the Developer retains ownership of any Lots within the Property, the Developer reserves the right to submit some or all of the Lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of the Lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration of Covenants, Restrictions and Conditions shall, as to the Lots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of the 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 Madison Area Builders Association to hold its Parade of Homes in the Property, pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of Lots within the Property, and their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by Developer, the Madison Area Builders Association, or any of the builders or participants in such Parade of Homes during the period of such Parade(s) as set forth above. The City must review and approve plans relating to parking and traffic prior to the site hosting the Parade of Homes.

2.34 Enforcement. In addition to all other remedies that the Committee or Association has under this Declaration or under law, the Committee and the Association shall have the right to impose fines against any Lot that is not in compliance with this Declaration. Prior to imposing such a fine, the Committee or the Association shall provide written notice to the Lot Owner of the violation(s) of this Declaration. The Lot Owner shall have thirty days to cure the violation(s), and to bring the Lot into compliance under this Declaration. If the Lot Owner is not able to cure the violation(s) within thirty days, the Lot Owner shall commence action to cure the violation(s) within thirty days, and shall complete such cure within a reasonable period of time thereafter. If the Lot Owner fails to cure the violation(s) within the time limit allowed hereunder, the Committee or the Association may fine the Lot Owner an amount up to \$100 per day. The maximum daily fine allowed under this section shall be increased by ten percent (10%) every five (5) years.

2.35 Stormwater Special Assessment District. Developer and all subsequent Owners of any Lot agree and acknowledge that the City retains the authority to establish a Stormwater Special Assessment District to generate revenue from the Property in order to pay for stormwater operation and maintenance costs.

ARTICLE 3 HOMEOWNERS ASSOCIATION

3.1 Association Member and Board of Directors.

(a) *Members.* The Owner of any Lot, excluding the Outlots, shall be a member of the Association. Each such platted Lot shall have one (1) vote in the affairs of the Association. Where more than one person holds an Ownership interest in any Lot, all persons holding such interest shall be members, but such Lot shall have only one (1) vote. The consent or agreement of a majority of the Owners of any such Lot shall be deemed to be the consent or agreement of the Owner of any such Lot.

(b) *Board of Directors.* The affairs of the Association shall be managed by a Board of Directors. Until such time as the Developer no longer has any interest in any Lot in the Development, the Board of Directors shall be the Developer, and the Developer shall control the Association. Once the Developer no longer has any interest in any Lot in the Development, the Board shall be selected by the members of the Association in the manner set forth in its By-laws. The Board shall have such duties, powers and responsibilities as are set forth in this Declaration, in its Articles of Incorporation, and its By-laws, as amended from time to time.

3.2 Common Areas; Design Review Committee.

(a) *Acquisition of Common Areas / Outlots.* The Association may take title from time to time of real property within the Property or outside of the Property for the purpose of providing common areas for the use and benefit of the members. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon. The Developer shall have the right to convey the Outlots to the Association. At such time as the Outlots are conveyed to the Association, the Outlots shall be considered common areas.

(b) *Obligations of Association.* The Association shall have the duty to maintain common areas in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members.

(c) *Easement of Enjoyment.* Subject to the provisions of this Declaration, all common areas shall be held by the Association for the benefit of the members. Each of said members shall have an equal, undivided right to use and enjoyment of such common areas, subject to the right of the Association to establish reasonable rules for the use of such common areas.

(d) *Stormwater Easements.* Lots are subject to stormwater easements as shown on the Plat. The Lot Owner shall be responsible for the proper maintenance of the stormwater easements. If a Lot Owner fails to properly maintain a stormwater easement, the Association shall have the right to have the stormwater easement maintained, and to charge the actual costs of such maintenance to the Lot Owner.

3.3 Assessments.

(a) *Creation of Lien and Personal Obligation of Assessments.* The Developer hereby covenants, and each Owner of any Lot within the Property, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments in the amount and manner hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the Lot (but not any Outlot) against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due and payable.

(b) *Creation of Assessments.* Assessments shall be determined, established and collected, in the following manner:

(i) *Budget.* In December of each year starting in December 2019, the Board shall determine a budget for the ensuing calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas and signage, payment of taxes and insurance, and other costs

connected therewith, including a reasonable reserve for depreciation and any financial and/or legal assistance to be provided to the Committee under Section 2.5 above. Such budget shall be approved by a vote of two thirds (2/3) of the Board on or before the last day of December each year.

(ii) *Assessments.* The Association shall make annual assessments against each Lot to pay for the maintenance, improvement and operation of common areas and signage, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation and any financial and/or legal assistance to be provided to the Committee under Section 2.5 equal to the amount budgeted under Section 3.3(b)(i). All assessments shall be apportioned equally among the Lots within the Property. In any year the annual assessments do not cover the actual costs incurred by the Association, the Board shall adopt a special assessment apportioned equally among the Lots to cover the shortfall.

Notwithstanding the foregoing, Lots not yet sold by Developer shall not be subject to assessments until such time as the Developer turns over control of the Association to the Association; provided, however, that during the period that Developer controls the Association, the assessment against any Lot not owned by Developer shall not exceed the amount set forth in the budget per Lot (excluding any portion of Assessments to fund reserves). The Developer shall be liable for paying the balance of expenses contemplated by the budget.

(iii) *Declaration of Assessments.* The Board shall declare assessments due and payable no later than January 31 of each year. The Board shall notify each Owner of the action taken by the Board, the amount of the assessment against the Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid, by email if the Lot Owner provides the Association a valid email address, or be personally delivered to the Owner. As each individual Lot is sold by the Developer, the Lot Owner shall pay a prorated annual assessment for the remainder of the calendar year at closing.

(iv) *Collection of Assessments.* In the event any assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of the levy, 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 provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such Lot. The claim shall 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 shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his Lot.

(c) *Joint and Several Liability of Grantor and Grantee.* Upon a voluntary conveyance, the grantee of a Lot shall 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 shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall 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 within 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.

ARTICLE 4 DEVELOPMENT OF OUTLOT(S)

DEVELOPMENT OF OTHER LANDS. NOTICE IS HEREBY GIVEN TO ALL LOT OWNERS THAT IT IS THE DEVELOPER'S INTENTION TO SUBDIVIDE AND DEVELOP CERTAIN OUTLOT(S)/LOT(S) OR TO SELL CERTAIN OUTLOT(S)/LOT(S), INCLUDING BUT NOT LIMITED TO LOT 1 OF BLOCK 3, TO ANOTHER DEVELOPER THAT WILL LIKELY SUBDIVIDE AND DEVELOP OUTLOT(S)/LOT(S) FOR USES THAT MAY INCLUDE SINGLE FAMILY RESIDENTIAL, MULTI-FAMILY RESIDENTIAL, COMMERCIAL AND OR RETAIL DEVELOPMENT. DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, AS OWNERS OF LOTS IN THE PLAT, WAIVE ANY AND ALL OBJECTIONS TO THE SUBDIVISION AND DEVELOPMENT OF ALL OUTLOT(S)/LOT(S), INCLUDING BUT NOT LIMITED TO LOT 1 OF BLOCK 3, AS A FUTURE RESIDENTIAL, COMMERCIAL AND / OR RETAIL DEVELOPMENT.

ARTICLE 5 MISCELLANEOUS

5.1 Term. The terms, conditions, covenants and restrictions of this Declaration shall run with the Property and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat is recorded, after which time this Declaration shall automatically stand renewed for successive ten (10) year periods unless the same is canceled as provided in Section 5.3.

5.2 Enforcement. If any person, or its heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in this Declaration, the Developer, the Committee or the Association, and, in the case of any section that specifically benefits the City, the City shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation. Neither the Developer, the Committee nor the Association shall be required to take any action. In the event that the Developer, the Association, or the Committee commences a proceeding against any person to enforce this Declaration, the Developer, the Association or the Committee, as applicable, shall be entitled to recover all of the costs incurred in such proceeding, including, without limitation, reasonable attorneys' fees. This Declaration shall be interpreted consistent with the laws of the State of Wisconsin. Jurisdiction and venue shall lie with the Circuit Court for Dane County, Wisconsin.

5.3 Amendment. Except as to Article 4, the Declaration in part or in whole may be canceled, released, amended, or waived as to some or all of the Lots subject to this Declaration in the following manner:

(a) Until such time that the Developer no longer owns at least twenty percent (20%) of the Lots, not including Outlots, subject to this Declaration, or the Developer assigns its rights under the Declaration to the Association, by an instrument signed and acknowledged by the Developer, and recorded in the Office of the Dane County Register of Deeds.

(b) After such time as the Developer no longer owns twenty percent (20%) of the Lots subject to this Declaration, or the Developer has assigned its rights under the Declaration to the Association, by the written consent of two-thirds (2/3) of the Lot Owners, not including Outlots. If the Association's Board of Directors receives the written consent of two-thirds (2/3) of the Lot Owners to a cancellation, release, amendment or waiver, the Board of Directors shall cause a written instrument signed and acknowledged by the President and the Secretary of the Association certifying that the Board Directors received the written consent of two-thirds (2/3) of the Lot Owners to be recorded in the Office of the Dane County Register of Deeds, and a copy shall be mailed to each Lot Owner.

5.4 Severability. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect, and the provision so invalidated shall be deemed reformed to the extent possible to cure any such defect.

5.5 Recitals. The Recitals are incorporated into and made a part of this Declaration.

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EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned Developer declares that the Property be owned, held and occupied subject to this the covenants, conditions, restrictions and easements set forth in this Declaration, and has executed this instrument on this _____ day of _____, 2023.

NORTH NEIGHBORHOOD, LLC

By: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on this _____ day of _____, 2023 by _____, the _____ of North Neighborhood, LLC.

Notary Public, State of Wisconsin

My commission is permanent.

CONSENT OF MORTGAGEE

_____, a Wisconsin banking corporation, consents to and subordinates its mortgage interest to this instrument with respect to any lands within the plat of Whispering Coves, City of Verona, Dane County, Wisconsin, which are part of the Property described in the Declaration.

Dated this _____

By: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on this ____ day of _____, by _____, the _____ of _____.

Notary Public, State of Wisconsin

My commission expires _____.

EXHIBIT A

Parcel Identification Numbers (PINs)

EXHIBIT B

Attached Plat of Whispering Coves

EXHIBIT C

Attached Cluster Box Lot Locations plan

EXHIBIT D

Attached Single-Family Building Envelope Exhibit

EXHIBIT E

Attached Minimum Floor Area Requirements Exhibit

EXHIBIT F

Attached Landscape Plan Template