



Whispering
COVES

Verona, Wisconsin

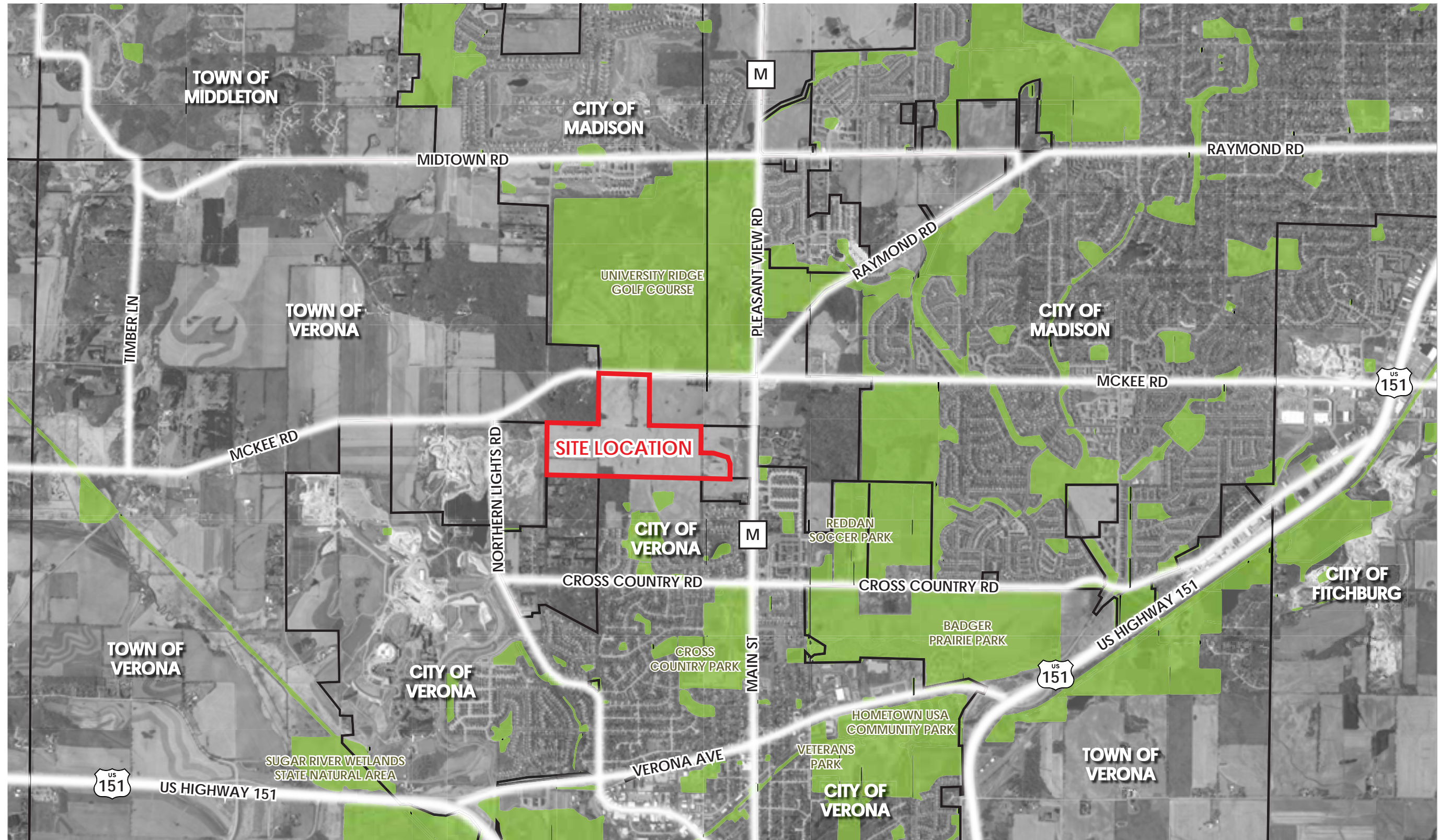
608.848.9050

whisperingcoves.com



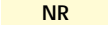







Revised 06.02.2026

Context Map

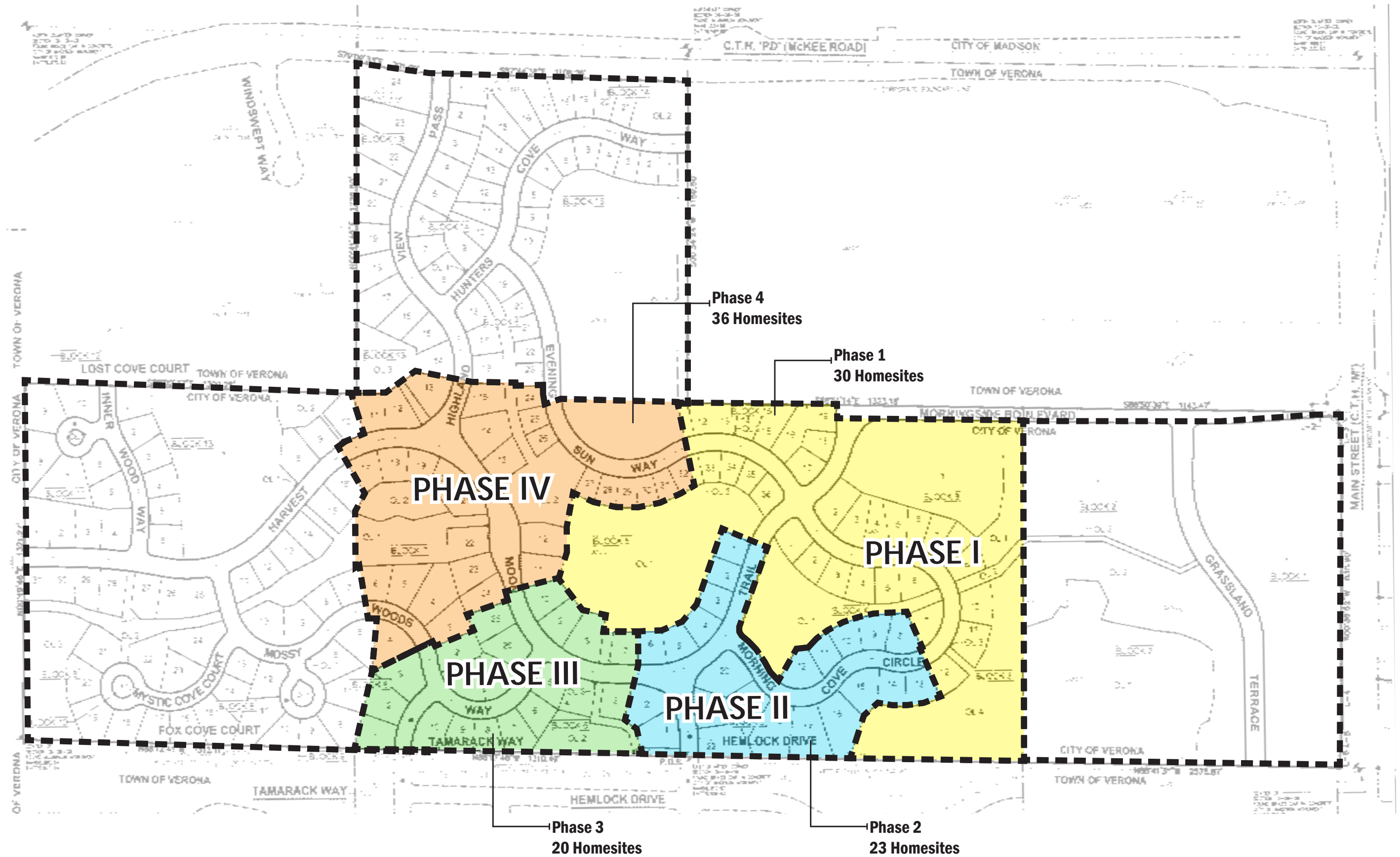


Master Plan

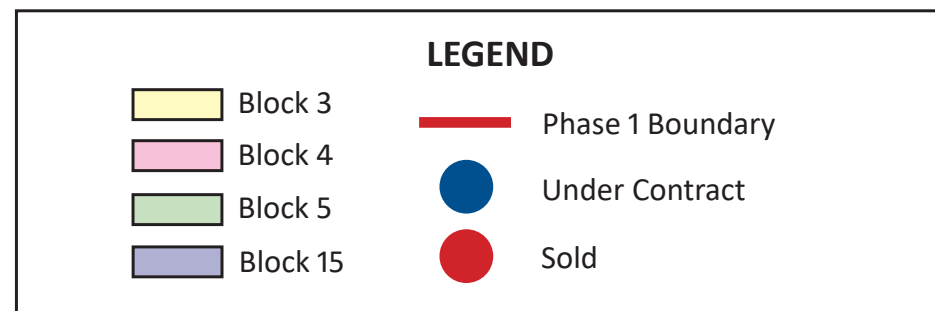
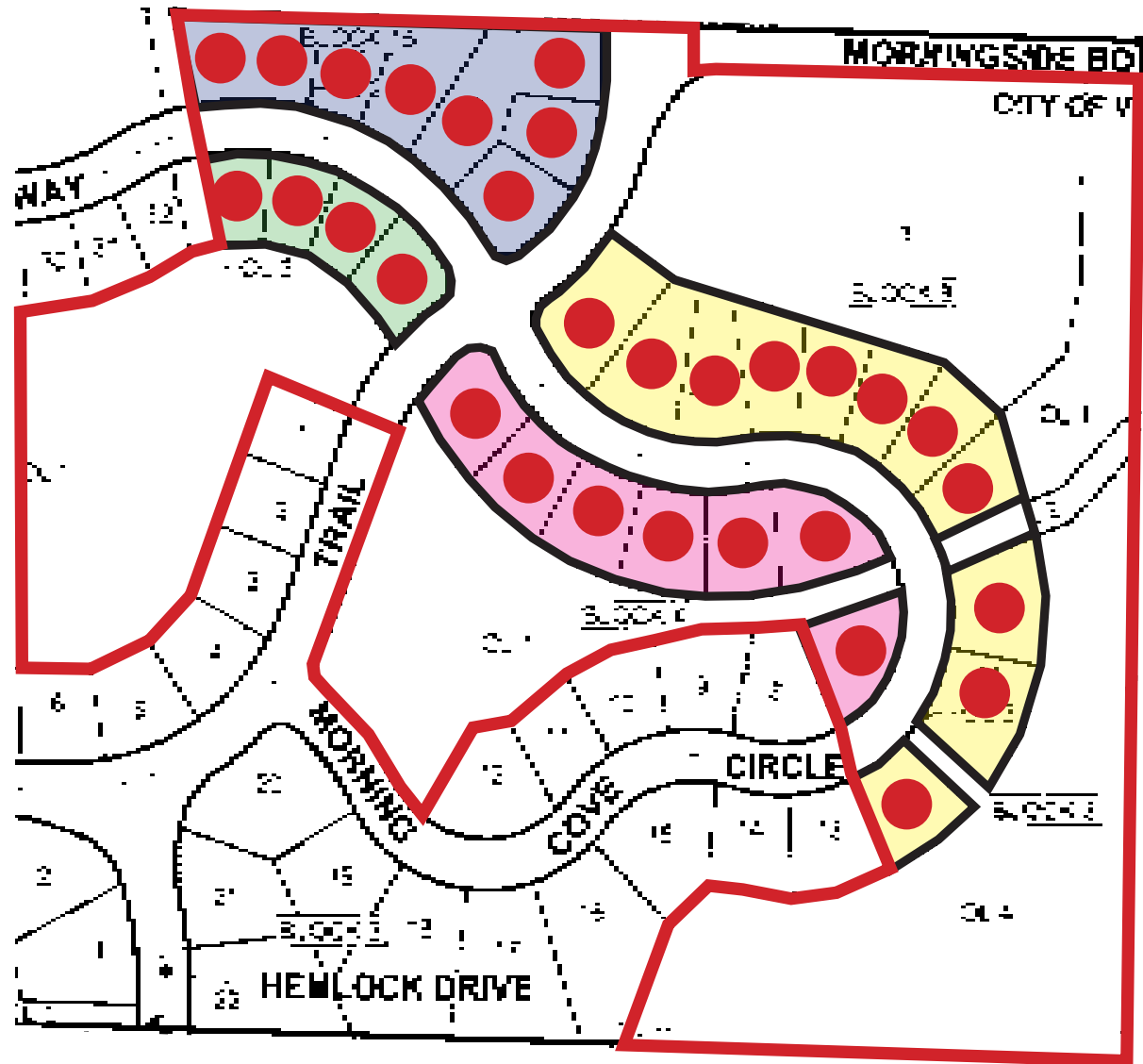
	LANDUSE	ACRES	%	UNITS
	SCHOOL	12.3	7.2	-
	NR CONDO/SMALL LOT	10.5	6.2	50
	NR SF/TRADITIONAL	76.8	45.0	209
	PARKLAND DEDICATION	19.0	11.1	-
	PRIVATE OPEN SPACE	0.34	0.2	-
	STORMWATER FACILITY	26.3	15.4	-
	PUBLIC RIGHT OF WAY	25.3	14.8	-
	MULTI-USE PATH	-	-	-



Overall Phasing Plan

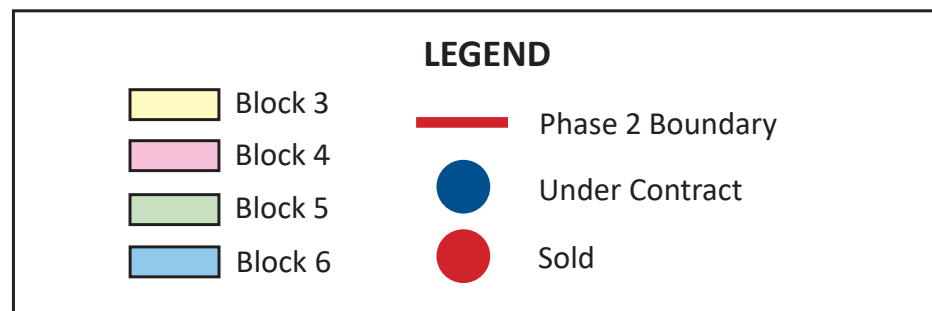
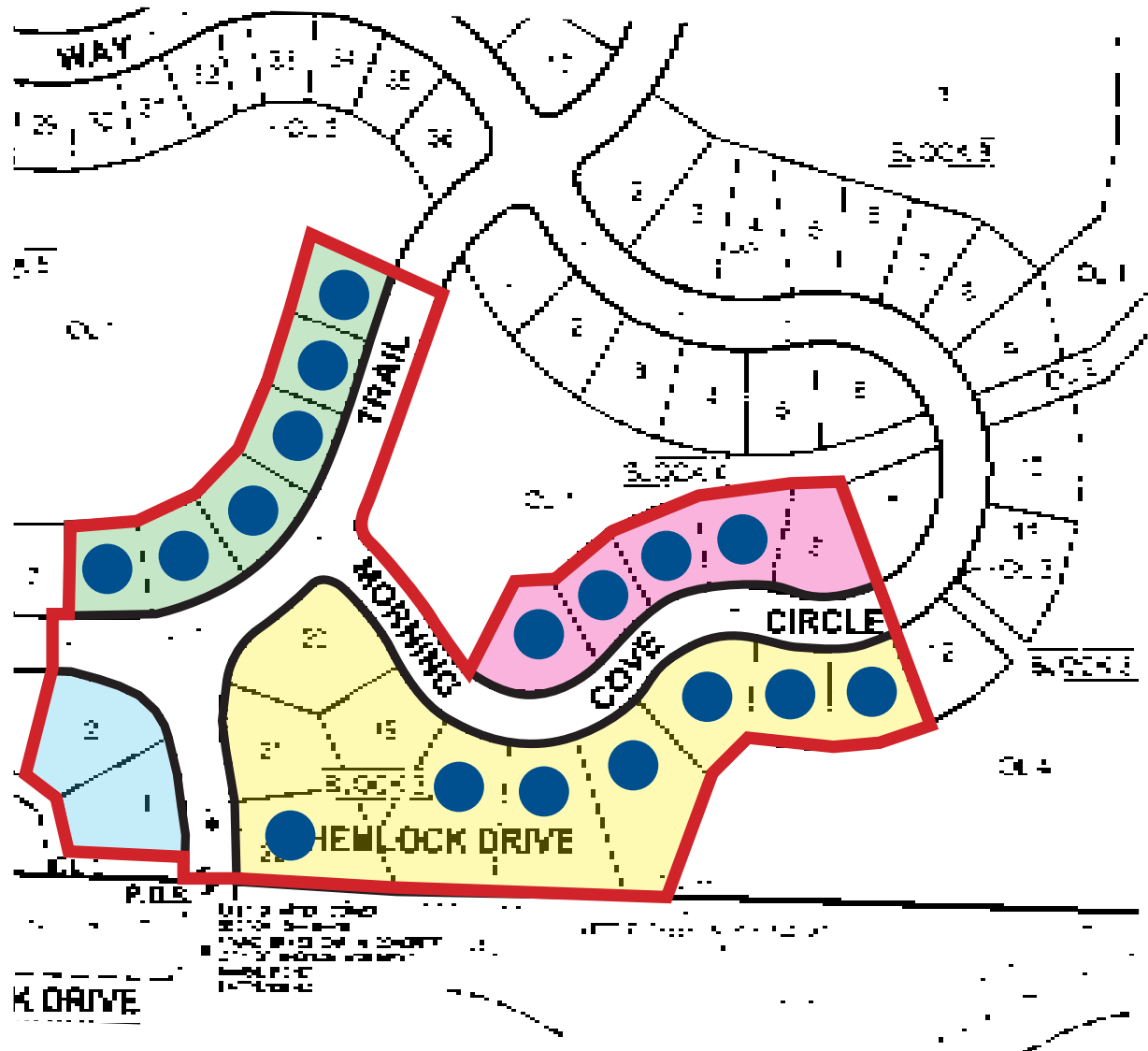


Phase 1 - Lot Pricing



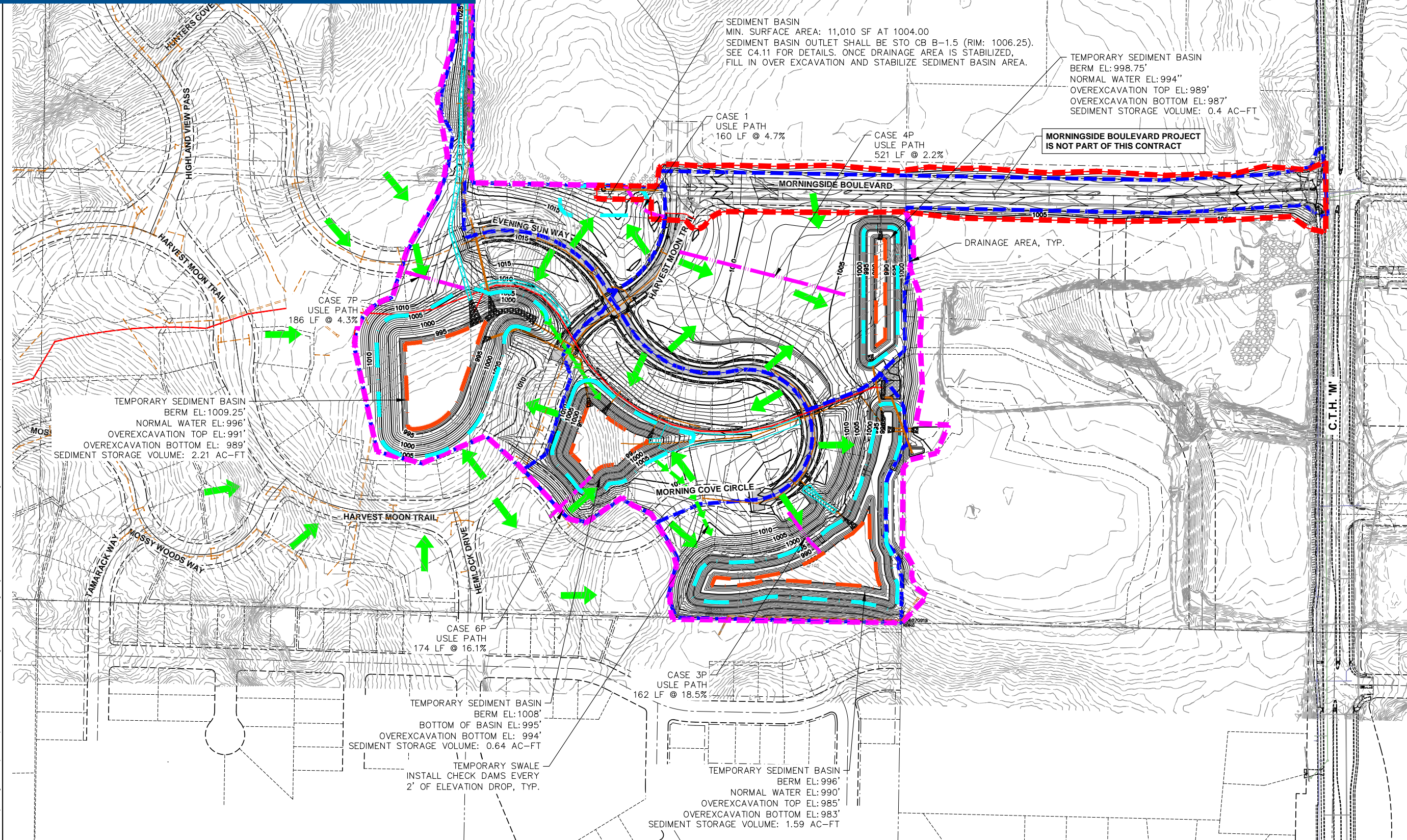
Block	Lot	Square Feet	Price	Exposure	Features
3	2	20,040	Sold	Standard	Central Location/Open Space
3	3	17,007	Sold	Lookout	Central Location/Open Space
3	4	14,661	Sold	Lookout	Central Location/Open Space
3	5	13,270	Sold	Lookout	Central Location/Open Space
3	6	11,289	Sold	Walkout	Central Location/Open Space
3	7	11,923	Sold	Walkout	Central Location/Open Space
3	8	13,048	Sold	Walkout	Central Location/Open Space
3	9	12,940	Sold	Walkout	Trail/Pond/Open Space
3	10	17,243	Sold	Walkout	Trail/Pond/Open Space
3	11	17,896	Sold	Walkout	Trail/Pond/Open Space
3	12	14,892	Sold	Walkout	Trail/Pond/Open Space
4	1	15,355	Sold	Standard	Trail/Open Space
4	2	13,042	Sold	Lookout	Pond/Open Space
4	3	13,586	Sold	Lookout	Pond/Open Space
4	4	14,109	Sold	Lookout	Pond/Open Space
4	5	13,662	Sold	Lookout	Trail/Open Space
4	6	14,257	Sold	Standard	Trail/Open Space
4	7	14,984	Sold	Lookout	Trail/Open Space
5	33	9,154	Sold	Lookout	Trail/Pond
5	34	9,516	Sold	Lookout	Trail/Pond
5	35	9,516	Sold	Standard	Trail/Pond
5	36	12,685	Sold	Standard	Trail/Pond
15	12	10,679	Sold	Standard	Pond/Open Space
15	13	9,830	Sold	Standard	Pond/Open Space
15	14	11,716	Sold	Standard	Pond/Open Space
15	15	16,356	Sold	Standard	Pond/Open Space
15	16	16,663	Sold	Standard	Pond/Open Space
15	17	13,810	Sold	Standard	Central Location
15	18	11,360	Sold	Standard	Central Location
15	19	11,616	Sold	Standard	Central Location

Phase 2 - Lot Pricing



Block	Lot	Square Feet	Price	Exposure	Features
3	13	14,541	Under Contract	Walkout	Central Location/Open Space
3	14	14,265	Under Contract	Walkout	Central Location/Open Space
3	15	19,444	Under Contract	Walkout	Central Location/Open Space
3	16	28,401	Under Contract	Walkout	Central Location/Open Space
3	17	26,900	Under Contract	Walkout	Central Location/Open Space
3	18	29,028	Under Contract	Walkout	Central Location/Open Space
3	19	19,832	\$254,900	Standard	Central Location/Open Space
3	20	24,853	\$269,900	Standard	Trail/Pond/Open Space
3	21	18,566	\$254,900	Standard	Trail/Pond/Open Space
3	22	22,696	Under Contract	Standard	Trail/Pond/Open Space
4	8	15,386	\$214,900	Lookout	Trail/Pond/Open Space
4	9	14,468	Under Contract	Lookout	Trail/Open Space
4	10	12,717	Under Contract	Walkout	Pond/Open Space
4	11	12,224	Under Contract	Walkout	Pond/Open Space
4	12	17,356	Under Contract	Walkout	Pond/Open Space
5	1	11,760	Under Contract	Lookout	Trail/Pond
5	2	12,000	Under Contract	Lookout	Trail/Pond
5	3	12,692	Under Contract	Lookout	Trail/Pond
5	4	13,875	Under Contract	Lookout	Trail/Pond
5	5	13,875	Under Contract	Lookout	Pond/Open Space
5	6	12,753	Under Contract	Lookout	Pond/Open Space
6	1	19,308	\$249,900	Standard	Trail/Open Space
6	2	20,069	\$269,900	Standard	Trail Open Space

Constructed Grading Plans



CREATE THE VISION TELL THE STORY

MADISON | MILWAUKEE
KENOSHA | APPLETON | WAUSAU

MADISON REGIONAL OFFICE
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
P. 608.848.5060



CLIENT ADDRESS:
161 HORIZON DRIVE, SUITE 101A
VERONA, WI, 53593

PROJECT:
WHISPERING COVES
DEVELOPMENT
PHASE I

PROJECT LOCATION:
CITY OF VERONA, WI
DANE COUNTY

PLAN MODIFICATIONS:

#	Date	Description
1	07.16.2021	CITY REVIEW
2	07.27.2021	BID TAB
3	09.24.2021	COMMENT RESPONSE
4	10.14.2021	COMMENT RESPONSE
5	11.18.2021	SANITARY SEWER REVISIONS
6	12.01.2021	COMMENT RESPONSE
7	12.17.2021	COMMENT RESPONSE
8	01.04.2022	COMMENT RESPONSE
9	02.07.2022	COMMENT RESPONSE
10		
11		
12		
13		
14		
15		

Design/Drawn: MSS/CHG
Approved: HPJ

SHEET TITLE:
MASS GRADING EROSION
CONTROL

SHEET NUMBER:
C4.1

JSD PROJECT NO: 17-7777

LEGEND

- DRAINAGE AREA
- TEMPORARY SEDIMENT BASIN
- OVEREXCAVATED BOTTOM OF SEDIMENT BASIN
- USLE PATH
- DRAINAGE DIRECTION

north

SCALE IN FEET

150' 0 150'

DIGGERS HOTLINE
Toll Free (800) 242-8511

File: i:\2017\177777\Phase 1 Bid Set\Grading Sheets\Phase 1\177777-Ph1-C4.0-Grading Plan-Overall.dwg Layout: C4.1 MG & EC User: cproenier Plotted: Feb 04, 2022 - 12:12pm Xref's:

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DOROTHY L. DREGER
REVOCABLE TRUST



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KENOSHA | APPLETON | WAUWATON

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Verona, WI 53593
P. 608.848.8000



CLIENT ADDRESS
507 W VERONA AVENUE, SUITE 200
VERONA, WI 53593

PROJECT
WHISPERING COVES
DEVELOPMENT
PHASE I

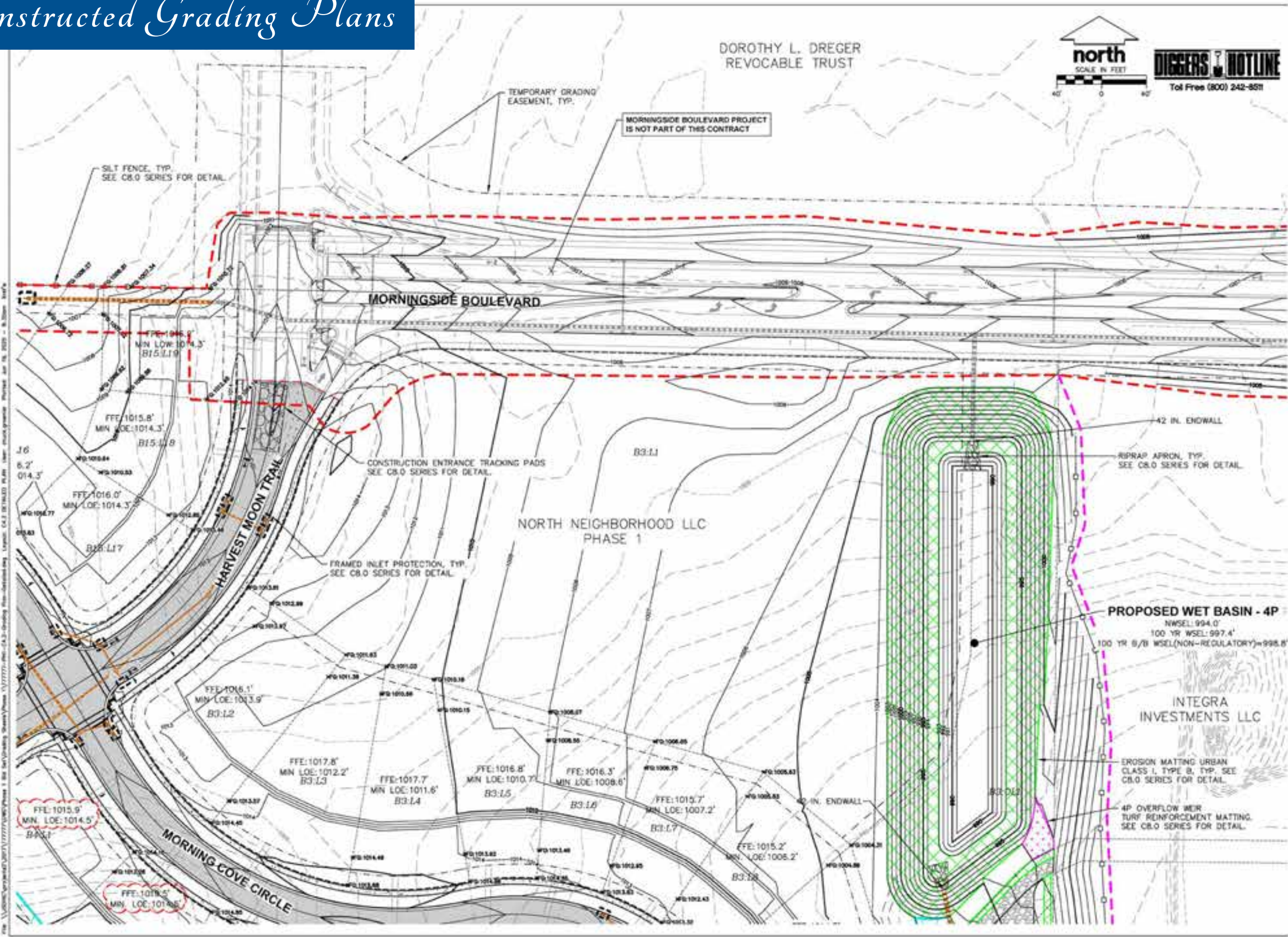
PROJECT LOCATION
CITY OF VERONA, WI
DANE COUNTY

REVISIONS

No.	Date	Description
1	07/28/2011	CITY REVIEW
2	07/28/2011	REVISED
3	08/02/2011	CONTRACT AGREEMENT
4	11/12/2011	CONTRACT AGREEMENT
5	11/12/2011	CONTRACT AGREEMENT
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100	11/12/2011	CONTRACT AGREEMENT

DETAILED GRADING PLAN

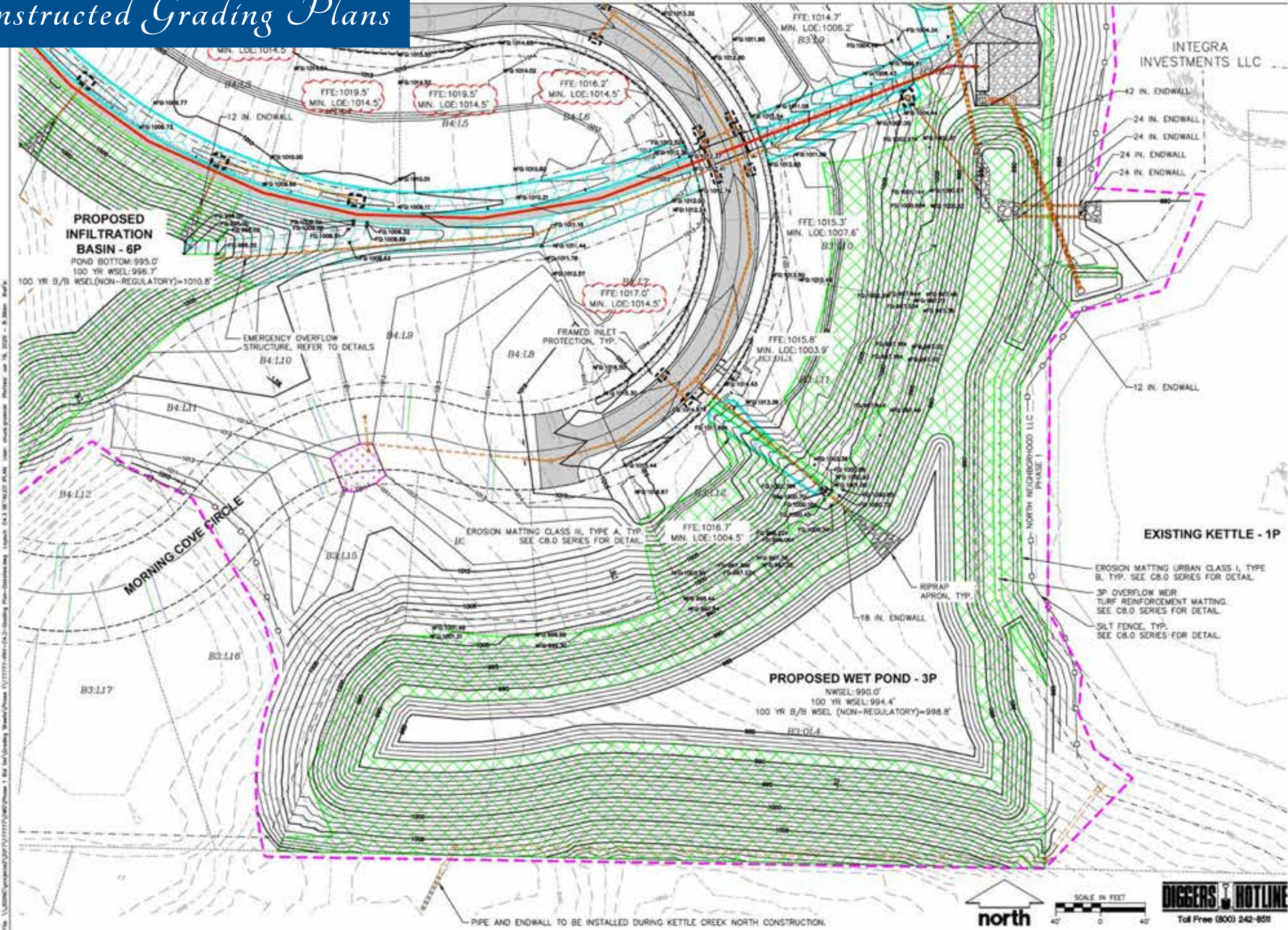
C4.2



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Constructed Grading Plans



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MADISON REGIONAL OFFICE
 107 W VERONA AVENUE, SUITE 200
 VERONA, WISCONSIN 53593
 P. 608.848.0968



CLIENT ADDRESS
 507 W VERONA AVENUE, SUITE 200
 VERONA, WI 53593

PROJECT
WHISPERING COVES DEVELOPMENT PHASE I

PROJECT LOCATION
 CITY OF VERONA, WI
 DANE COUNTY

NO.	DATE	DESCRIPTION
1	07/18/2024	CITY REVIEW
2	07/27/2024	NO BAY
3	08/14/2024	CONSENT RESPONSE
4	10/14/2024	CONSENT RESPONSE
5	11/14/2024	SMART START REVIEW
6	12/11/2024	CONSENT RESPONSE
7	12/17/2024	CONSENT RESPONSE
8	01/04/2025	CONSENT RESPONSE
9	02/07/2025	CONSENT RESPONSE
10	02/18/2025	CONSENT RESPONSE
11	02/20/2025	CONSENT RESPONSE
12	02/24/2025	CONSENT RESPONSE
13	02/24/2025	CONSENT RESPONSE
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29	02/24/2025	CONSENT RESPONSE
30	02/24/2025	CONSENT RESPONSE

DESIGNER: JSD
 DRAWN: JSD

SHEET TITLE
DETAILED GRADING PLAN

SHEET NUMBER
C4.3

DIGGERS HOTLINE
 Toll Free (800) 242-8511



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Covenants & Restrictions

WHISPERING COVES

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

KRISTI CHLUBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6057816
PLAT 2025 12:04 PM
Trans: 2025
Event: 11
Per: Fees: \$0.00
Apprx: \$5

2025-09-15 10:00:00 AM
2025-09-15 10:00:00 AM
2025-09-15 10:00:00 AM
2025-09-15 10:00:00 AM

Recording Year:
Dated by and return to:

Kristi Chlubowski
Northwest Services LLC
c/o
Forward Development Group LLC
510 W. Valley Avenue, Suite 200
Vernon, WI 53593-1115

Printed Identification Number:
011501

Notarized Exhibit A

DECLARATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS shall constitute a **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** to the Plat of

RECEIPTS

A. Declarant is the fee simple Owner of all of the following parcels situated in the City of Vernon, Dane County, Wisconsin and located in Parcel 12.

Copies of the Plats attached as Exhibit B.

B. Declarant declares that the Covenants and Conditions are and shall be held in escrow and subject to the provisions, conditions and restrictions set forth in this Declaration.

ARTICLE 1 DEFINITIONS

The following definitions shall be applicable to this Declaration:

- 1.1 Declarant shall mean the Whispering Coves Homeowners Association, Inc. a Wisconsin nonprofit not-for-profit corporation, its successors and assigns.
- 1.2 Parcel shall mean and refer to the Parcel of Declarant or the Association.
- 1.3 Plan shall mean the Design Review Guidelines attached hereto as Appendix A.
- 1.4 Declaration shall mean this Declaration of Covenants, Conditions and Restrictions of Whispering Coves.
- 1.5 Declarant shall mean the Declarant or its successors, heirs, assigns, personal representatives and estate.
- 1.6 Declarant shall mean Northwest Services LLC and its successors and assigns.
- 1.7 Declarant shall mean the Property Owner of this Declaration.
- 1.8 This Declaration shall be effective September 1, 2025.
- 1.9 Parcel shall mean the Parcel located at Section 10, Township 10N, Range 10E.
- 1.10 Declarant shall mean the plat of Parcel 12, Block 100, from Block 100, Parcel 12, Block 100, Block 100, Parcel 12, Block 100 in the Plat.
- 1.11 Declarant shall mean a subject to the record Deed with the terms of this Declaration, any higher deed and/or deed in the Chain of Title, except that any such deed includes the plat of a land contract when the purchaser is a possession the term Declarant shall refer to such person instead of the vendor.
- 1.12 Plan shall mean the Plat of Whispering Coves.
- 1.13 Parcel shall mean the acreage legally described in paragraph A of Section 12.
- 1.14 Plan shall mean the Plat of Vernon.

ARTICLE 2 COVENANTS, CONDITIONS, AND RESTRICTIONS

2.1 Any exterior Curbside No-Parking or other signage shall be installed prior to any finally recorded and let until its construction plans and specifications have been approved in writing by the Committee. The term "Significant Alteration" shall mean any work or addition or improvement that impacts the quiet nature of the existing improvements by 75% or more percent of the total area of the lot or together, except those separate improvements of the particular lot, they shall

types of any kind that display change with the Formless approval process made available by the Developer or the City. The relevant rules are applicable whether approval of the location, material, height, size, and/or the color of the walls, any proposed outdoor dishes or signage must be located at the rear of the building and must be unobtrusive and scaled.

2.25 – **Energy Systems** shall be installed without the approval of the City, the Committee, Council, the applicant, or any other authority. This section does not apply to building types located in the jurisdiction of the Program. Proposed Energy must be located on the property line of the lot. Maximum height for this area is limited to six feet.

2.26 – **Vegetable Gardens** banks are not permitted in the rear, front yard of a lot, standards are not applicable to front or side yards.

- (a) – Location of a garden bank may vary with the boundaries of the lot and shall not obstruct existing easements. Banks located on the main easement is subject to removal at the Owner's expense to utility companies and other users as determined by the utility benefited by the easement. Reinstallation of any landscaping would be at the Owner's cost and would be the responsibility of the developer if required by the government.

- (b) – Conditions shall be subject to applicable rules of the governing agency.

The City Council is responsible for obtaining any applicable permits required by the City of Vancouver and that the installation will comply with City codes and ordinances. Compliance approval does not supersede the need for any other applicable permits.

2.27 – **Backless Play Equipment** – Permanent or temporarily installed baseball play equipment shall be permitted on the rear yard of each lot adjacent to the exterior wall and to the rear of the lot. All permanent installation of baseball play equipment is subject to prior approval of the Committee and shall be subject to the following minimum standards:

- (a) – Posts shall be steel pipe class of aluminum and shall be at least six feet behind the lot line.

- (b) – Posts shall be manufactured by Spalding, Harty, Wilson, First Team, Rawlings, Easton, Little League, Gorham, Gorham, or brands of equal quality. Posts shall be made of steel or metal. Wood shall not be allowed.

- (c) – Backstops may be acrylic composite board, glass, polycarbonate or steel as well as any type from 1/2" to 3/4". Backstops shall be maintained by Spalding, Harty, Wilson, First Team, Rawlings, Easton, Little League, Gorham, or brands of equal quality and shall be fully lined steel and weather resistant.

- (d) – Posts, attachments, backstops and all other components shall be kept in good working order and free from rust and rattle. Any weathered, damaged or otherwise unsafe baseball play equipment shall be replaced or removed no longer than 30 days after report.

2.28 – **Play Structures** – Play equipment, games, recreational play equipment must be permanent and on a lot. Any play structure equipment location, size, and height must be approved by the City. The applicant must file the following minimum standards:

- (a) – Location of play structure must comply with the boundaries of the lot and shall not obstruct existing easements or setbacks. Equipment placed within any easement is subject to removal at the Owner's expense for utility companies and other users as determined by the utility benefited by the easement. Reinstallation of any proposed equipment would be at the Owner's cost and would be the responsibility of the developer if required by the government.

- (b) – Play structures shall not be used as a building or accessory building for storage.

- (c) – The applicant shall place equipment in most accessible location on the lot and shall not expose more than 30% of the lot to shadows and shade.

- (d) – The safety design and size shall be established by the City and approved by the municipality shall remain 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 Vancouver and that the installation will comply with City codes and ordinances. Compliance approval does not supersede the need for any other applicable permits.

2.29 – **Utility Egress** – The location of any utility easement within the Property shall not be changed in excess of six feet to the rear of the property or all of the applicable setbacks. Utility egress shall be unobstructed, shall be responsible for any damage caused to the property and shall be covered by any glazes in case of insect or weather damage.

2.30 – **Signs** – Signs of any type shall be displayed by the use of any lot including District without a prior written approval of the Developer or the Committee, whichever is more applicable.

2.31 – **Swimming Pools** – Any swimming pool or hot tub or any other recreational equipment on the Property shall be established by permit or not otherwise in compliance with the time of development on any lot or District on the Property shall be unobstructed or obstructed so as to provide the flow of surface water across such areas of drainage with the proper maintenance of the surface with the use of stormwater management and water flow systems or other materials shall be placed in permit and remain within the setback and shall be in compliance with applicable codes.

2.32 – **Landscaping** – Landscaping requirements shall be required to enhance the appearance of design of the home and to provide a minimum landscape area on all sides of the building. Each lot must either provide a landscape plan designed by a landscape architect or provide a copy of the attached Exhibit C completed to enhance and select planting selections made by the Owner for each component of the plan, including the following: (1) Landscaping components shall be selected from a landscape maintenance recommendations list of Landscaping and Landscaping shall be approved by the specific site location and building code or ordinance. Additionally:

- (a) – Front and side yards must be created except for the Developer or the Committee, whichever is more applicable may permit the front yard and side yard to be sealed where weather conditions permit and appropriate alternative materials and practices are employed at the discretion.

- (b) – Backyard areas which are not sealed or otherwise sealed.

- (c) – Landscaping plan shall show the limits of the property and all of the street setbacks. The City is responsible for the City Code of Vancouver. City Code shall select type of the front

sign or subject to any other rules or prohibitions from approval of the Board or the Committee which are otherwise applicable.

All landscaping plants shall be planted within forty-five (45) days of the completion of the completion of construction, unless otherwise specified, 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.

7.33. **Parade of Homes.** While the Developer retains ownership of lots within the Project, the Developer agrees to participate with the other lot owners in a Parade of Homes for the Project or Homes for the Madison Area Builders Association. The Declaration of Covenants, Restrictions and Conditions, all as to lots included in the Parade of Homes, to the limits specified in the covenants and Conditions governing the project, the Parade of Homes agreement between the purchaser and Developer of the lots to be included in the parade, and the Madison Area Builders Association to hold a Parade of Homes in the Project's project with the element Parade of Homes Rules and Developer's Policy of the Madison Area Builders Association. All purchasers of lots within the Project, and their successors and assigns, shall take title subject to this covenants, restrictions and conditions, and all rights pertaining to lots of this Project, to be developed by the Madison Area Builders Association, and all the builders participating in the Parade of Homes during the period which includes as set forth above. The lot owner shall not make any improvements relating to parking and traffic to the site without the Parade of Homes.

7.34. **Enforcement of Rules.** In the event it is determined that the Committee or Association has under the Declaration or under law the right to enforce the Association shall have the right to impose fines against any lot owner who is not in compliance with the covenants, restrictions and conditions of the Declaration. The Association shall provide written notice to the Lot Owner of the nature of the violation. The Lot Owner shall have three days to cure the violation and to bring the Lot into compliance under the Declaration. If the Lot Owner is not able to cure the violation or violation persists, the Lot Owner shall be liable to the Association to pay the cost of enforcement, and shall comply with all other covenants, restrictions and conditions of the Declaration. The Lot Owner shall not be liable for any damages allowed hereunder. The Committee or the Association may fine the Lot Owner an amount up to \$1,000 per day. The maximum daily fine allowed under this section shall be assessed by the Association if the Lot Owner fails to comply.

7.35. **Member's Special Assessment on Project.** Developer shall, subsequent to the start of construction, make a determination that the Lots within the project to establish a Member's Special Assessment. The amount of the assessment for the Project may vary to pay for extraordinary operations and maintenance costs.

ARTICLE 3 HOMEOWNERS ASSOCIATION

3.1. Association, Management and Board of Directors

3.1(a). **Association.** The Owner of any Lot within the Project shall be a member of the Association. Each such qualified Lot shall have one (1) vote with all members of the Association. Where more than one person holds an interest in the same Lot, a person holding such interest shall be a member, but such Lot shall only be counted as one (1) vote. The association and amount of assessments of the Owners of any such Lot shall be deemed to be the estate or interest of the Owner of such Lot.

3.1(b). **Association Officers.** The affairs of the Association shall be managed by a Board of Directors. Until such time as the Developer has been divested and until the Declaration of the Board of Directors shall be filed, the Developer shall control the Association. Once the Declaration of the Board of Directors is filed, the Developer shall control the Board of Directors. The powers, duties, and responsibilities of the Association shall be set forth in the Declaration of the Association and its Bylaws as amended from time to time.

3.2. Common Areas, Design and Community

3.2(a). **Association's Common Areas.** The Association may have all common areas for recreational purposes within the Project or outside of the Project for the purpose of providing common areas for the use and benefit of the members. The Association shall have the right to explore, manage, and maintain all such common areas, and all rights pertaining thereto. The Developer shall have the right to manage the Designing Association. Any other person or entities are conveyed to the Association, the Lots shall be considered common areas.

3.2(b). **Association's Common Areas.** The Association shall have the duty to maintain common areas, roads, sidewalks, and other facilities in order and repair and to make such improvements and perform such maintenance as shall protect the interests of the members.

3.2(c). **Association's Common Areas.** Subject to the provisions of the Declaration of the Association, the Lots shall be the Association's property. The members and members shall have the right to manage, maintain, and improve the common areas, and all rights pertaining thereto of the Association, except for those rights which are reserved to the Developer.

3.2(d). **Association's Common Areas.** Subject to the provisions of the Declaration of the Declaration, the Lot Owner shall be responsible for the proper maintenance of the stormwater easement. 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

3.3(a). **Assessment of Property Owners.** The Developer shall be responsible for the assessment of the Lots within the Project, to the extent of a deed restriction, whether or not such fee is expressed in such deed restriction, and the amount of the Association's assessment from the amount and manner for the provided. Any assessments levied or with respect to the amount of the assessment shall be a charge of the Lot Owner and shall be a charge of the Lot Owner. The Lot Owner shall be liable for the assessment of the person who was the charge of such Lot at the time of the assessment. The amount of the assessment shall be determined and collected in the following manner:

3.3(b). **Assessment of the Association.** Assessments shall be determined, estimated, and collected in the following manner:

3.3(c). **Assessment of the Association.** Assessments shall be determined by the Board of Directors of the Association during the year ending on December 31st of the Board shall determine a budget for the current year, the year which shall include the costs to be incurred by the Association or conveyed to the Committee of professional and operational expenses and strategic expenses of the Association, and other costs

get legal assistance, including a reasonable fee for expert testimony and financial and legal assistance, to be provided to the Committee under Section 7.5 above. Such Fund(s) shall be approved by a vote of two thirds of the Board on or before the last day of December each year.

10.11. **Assessments.** The Association shall make annual assessments of a uniform nature to pay for the maintenance, repairs, and improvement of common areas, including painting of roofs and exteriors, and other necessary general improvements, including a reasonable reserve for depreciation and any financial and other assistance to be provided to the Owners. The same Section 7.5 shall be deemed to be deleted under Section 7.10(b). All assessments shall be levied at equal rates on the Lots within the Property. In the year the annual assessments do not cover the actual costs incurred by the Association, the Board shall accept a special assessment apportioned equally among the Lots to cover the deficit.

Notwithstanding the foregoing, Lots not yet sold by Developer shall not be subject to assessments until such time as the Developer has been notified by the Association to the Association provided, however, that during the period that Developer controls the Association, the assessments that may be imposed by Developer shall not exceed the amount set forth in the subject deed governing the disposition of Assessments as a condition of sale. The Developer shall be liable for paying the balance of assessments not paid by the buyer.

10.12. **Liability for assessments.** The Board shall have the power and authority to demand and collect the amount of any assessment due from the Owner of the subject Lot. The Board may demand that the assessment be paid by the Owner by such time and in such manner as the Board may determine. Such demand shall be made to the Owner at the last known street address by United States mail with postage prepaid, to which the Lot Owner provides the Association a valid email address or by personal delivery to the Owner. Assessments due on Lots not sold by the Developer, the Lot Owner, the Buyer or the Board, shall be assessed on the number of the subject Lot as shown on the map.

10.13. **Collection of assessments.** In the event that assessments are not paid as required, the Board may sue to enforce the debt or to have the Board make a judgment on the matter for a summary judgment against the Lot Owner who is in default of the assessment, with the provisions of Section 7.01 of Wisconsin Statutes concerning the Board's powers, subject to the Board's general jurisdiction under the applicable laws of the State of Wisconsin, and the Board may assess such remedies to collect such amounts as may be authorized by law. The Owner of the subject Lot shall be responsible for all costs of collection incurred by the Association in enforcing these provisions. No Owner may sue or otherwise escape liability for the assessments provided for hereon by reason of any governmental or bankruptcy law or other law.

10.14. **Common Area Use.** The use of the common areas shall be subject to the general requirements of a lot shall be jointly and severally liable with the owner for any unpaid assessments as provided in this Article 10. Notwithstanding the provisions of this Article, the right to be sued from the date of the relevant payment of the assessments shall be waived, but the obligation to pay the assessments shall not be waived. The use of any common areas and any such payments shall not be liable for any such the Lot Owner shall be subject to a

lien for any unpaid assessments on the common areas and shall be liable in excess of the amount contained hereon. If the Association does not provide each statement within a period of business days after the written request it is for all items due, the association will be deemed to have made the request for assessments owed to the amount.

ARTICLE 4 DEVELOPMENT OF LOT 1008A

DEVELOPMENT OF OTHER LANDS, NOTICE IS HEREBY GIVEN TO ALL LOT OWNERS THAT IT IS THE DEVELOPER'S INTENTION TO SUBDIVIDE AND DEVELOP CERTAIN OF THE LOTS (LOT 1008) OR TO SELL CERTAIN OF THE LOTS (LOTS), INCLUDING BUT NOT LIMITED TO LOT 1 OF BLOCK A, TO ANOTHER DEVELOPER THAT WILL LIKELY SUBDIVIDE AND DEVELOP OTHER LOTS FOR LOTS THAT MAY INCLUDE SINGLE FAMILY RESIDENTIAL, MULTI-FAMILY RESIDENTIAL, COMMERCIAL AND/OR RECREATIONAL DEVELOPMENT, FOR ITSELF AND ITS SUCCESSORS, AS OWNERS OF LOTS IN THE BLOCK, WAIVE ANY AND ALL OBJECTIONS TO THE SUBDIVISION AND DEVELOPMENT OF ALL OF THE LOTS (LOTS), INCLUDING BUT NOT LIMITED TO LOT 1 OF BLOCK A, AS A FUTURE RESIDENTIAL, COMMERCIAL, AND/OR RECREATIONAL DEVELOPMENT.

ARTICLE 5 DEVELOPER'S RIGHTS

5.1. **Reserved Rights**

Pending the sale of all Lots by Developer to a bona fide purchaser, Developer shall have the following rights:

10.1. **Access Easement.** Developer may use the Lots and areas on the following map, to be used for access to the common areas, but not limited to, for utility, maintenance and other uses of the Lot, including but not limited to, for the Lots, Developer may use the property for the development of this residential development and subject to such restrictions as Developer may impose on persons desiring to be admitted to the development. Lots as model homes. In developing such rights to the property, Developer shall make sure that the rights to the Developer may use the property for the development of the property or any other project, including a model home, being not a model home, subject to the restrictions of Block A, as a model home, shall not be used as a model home, and construction materials shall not be delivered or stored at a model home, except for construction of such a model home.

10.2. **Use of the Property.** While the Developer retains ownership of any Lots within the Property, the Developer reserves the right to sell or lease all of the Lots as a site for a Park or Home of the Madison Area Builders Association. In the event some or all of the Lots are selected as a site for the Park or Home by the Madison Area Builders Association, this Declaration shall apply to the Lots included in the Park or Home for the limited period of time containing 10 years prior to the commencement of the Park or Home and a time which shall be the condition of sale of the Park or Home. The Park or Home shall be a model home, to be owned by the Madison Area Builders Association, and shall be used for the development of the Property pursuant to the agreement between the Park or Home and the Madison Area Builders Association. All purchases of Lots within the Property and the

EXECUTION PAGE.

THE WITNESS WHEREOF, the undersigned Developer declares that the Property be owned, held and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration the same being made and entered into effective as of the Effective Date

NORTH NEIGHBORHOODS, LLC

By *David J. Mills*

ACKNOWLEDGEMENT

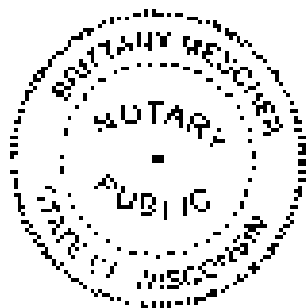
STATE OF WISCONSIN 1
 1w
COUNTY OF DANE 1

This document was acknowledged before me on this 28th day of June, 2025 by David J. Mills, the Managing Member of North Neighborhoods, LLC

Bartlang Mecher
Bartlang Mecher

Notary Public, State of Wisconsin

My commission expires ~~September~~ Sept. 29, 2025



CONSENT OF SECRETARY

Fortifi Bank, a Wisconsin banking corporation, subject to this subordination mortgage interest in a certain part was requested by David J. Mills, President, Wisconsin Co-op. Co. of Forest Dale County, Wisconsin, which are part of the Property described in the Declaration.

Dated this June 28, 2025

David J. Mills, Senior Vice President
By *[Signature]*

STATE OF WISCONSIN 1
 1w
COUNTY OF DANE 1

This instrument was acknowledged before me on this 28th day of June, 2025, by David J. Mills, Senior Vice President of Fortifi Bank

[Signature]
Hannah Munn

Notary Public, State of Wisconsin

My commission expires 5/3/2026

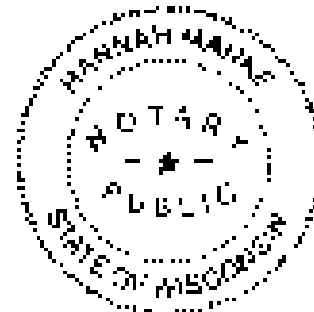


Exhibit C - Cluster Box Location Map

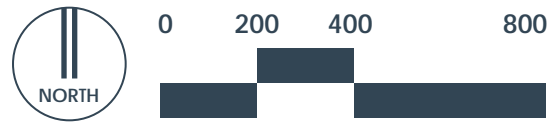
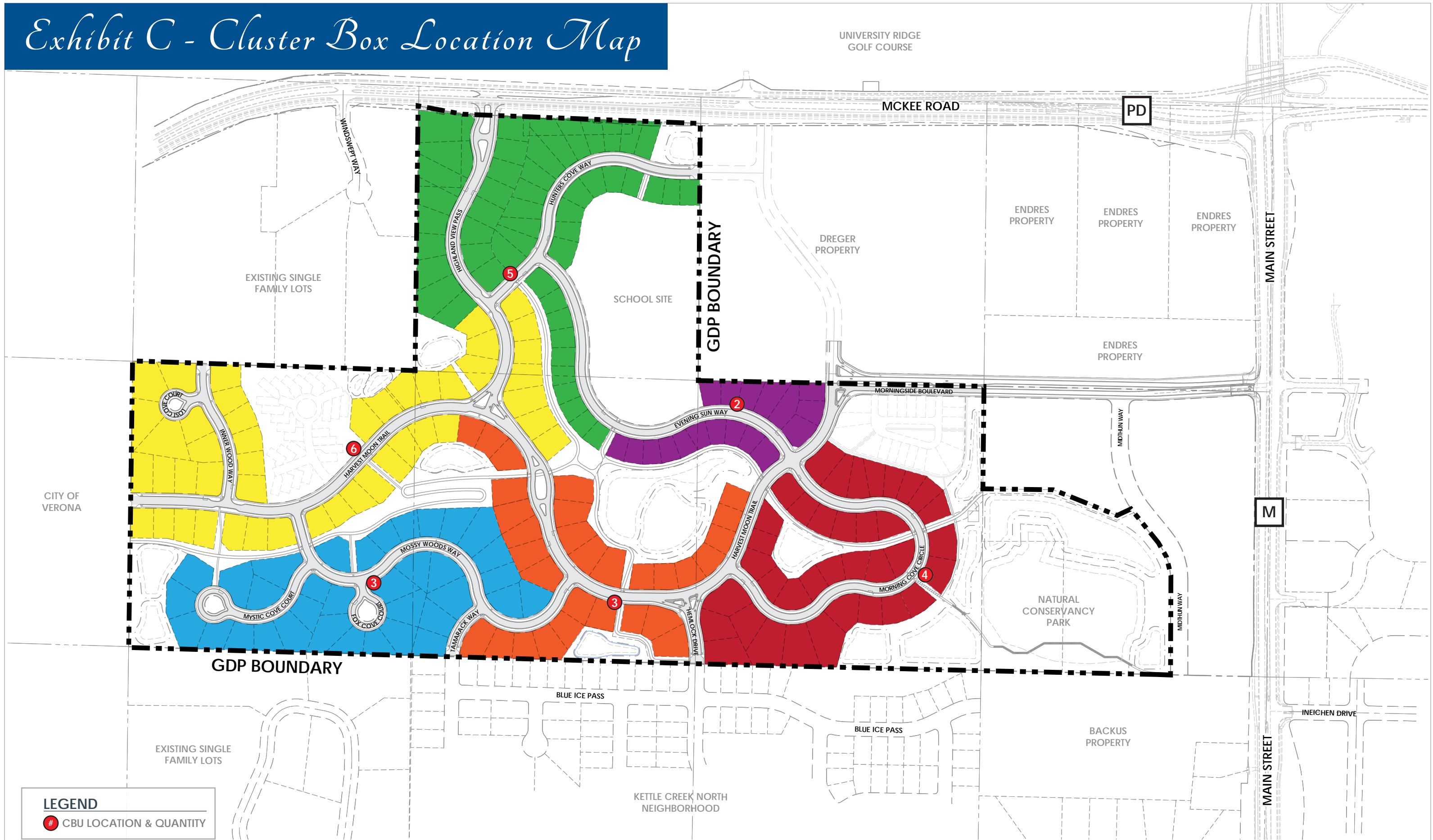
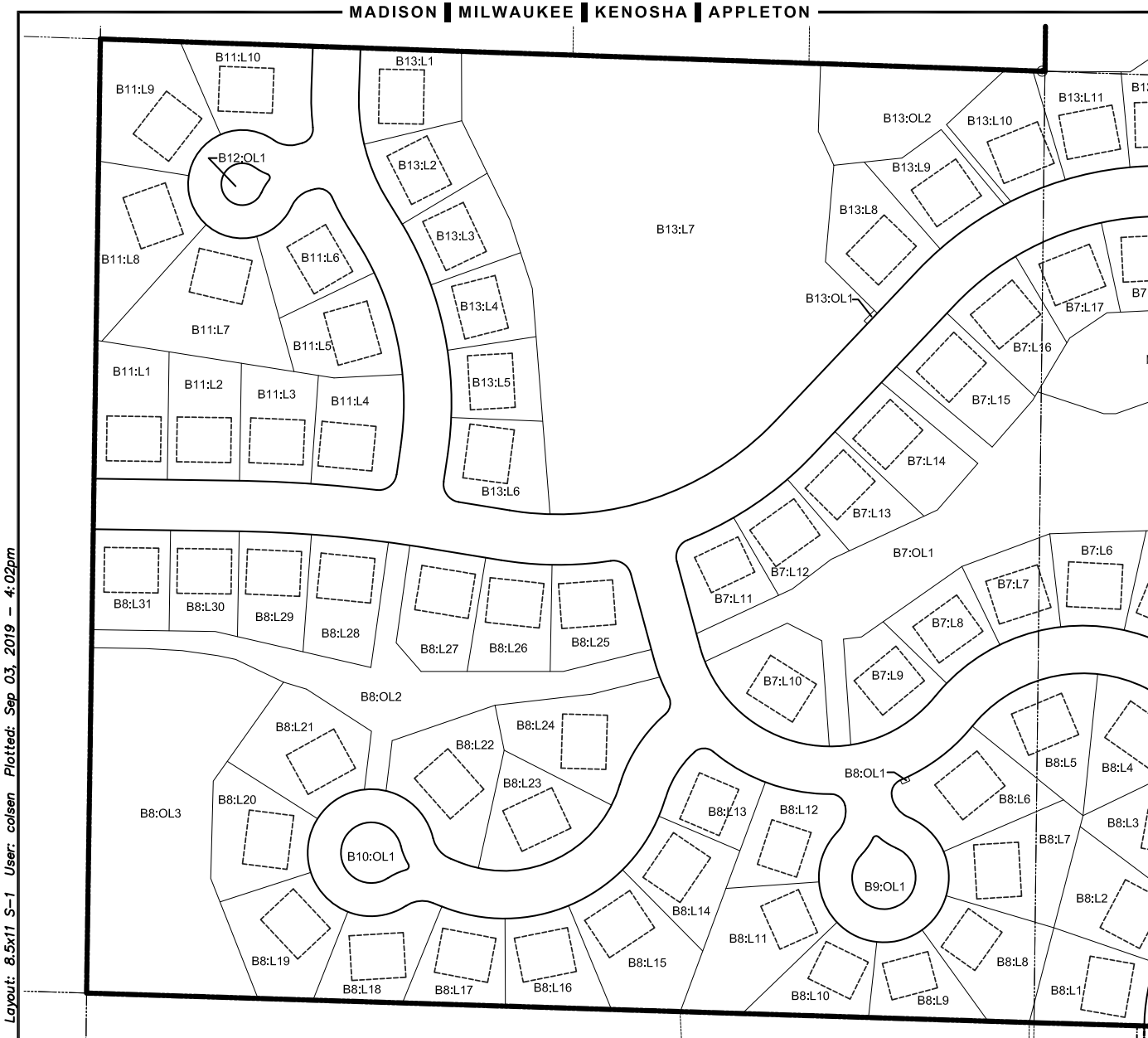


Exhibit D - Single Family Building Envelopes

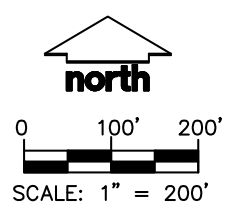


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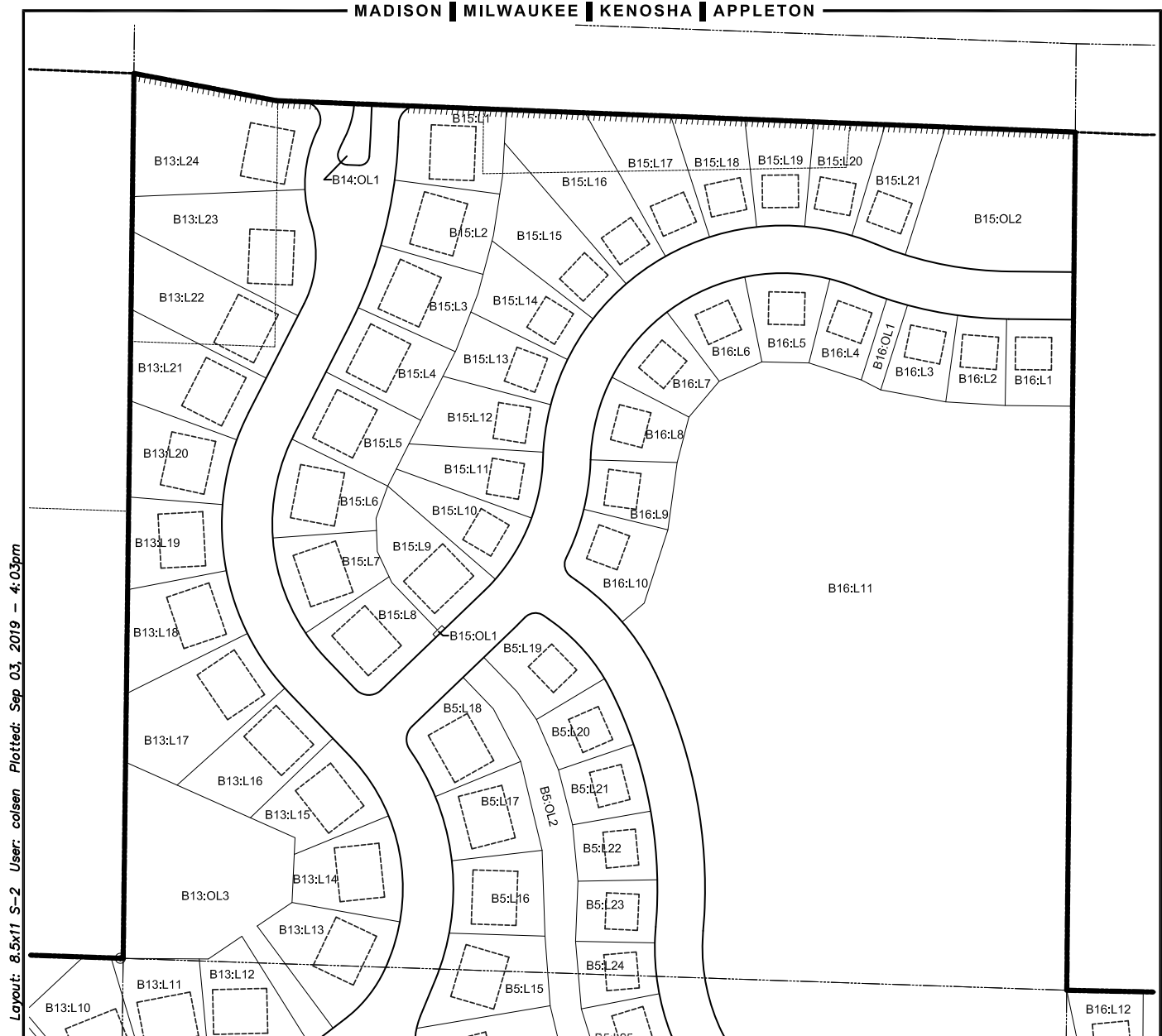
- LEGEND**
- PLAT BOUNDARY
 - RIGHT-OF-WAY LINE
 - SECTION LINE
 - PROPERTY LINE
 - LOT REQUIREMENT
 - BUILDING ENVELOPE

NOTES

1. LOT REQUIREMENT IS FOR DRIVEWAY TURNAROUND ON LOT 19 THRU 20 OF BLOCK 7.



 MADISON REGIONAL OFFICE 161 HORIZON COURT VERONA, WISCONSIN 53593 (608)848-5060 PHONE (608)848-2255 FAX www.jsdInc.com	PROJECT:	SHEET TITLE:	JSD PROJECT NUMBER:	SHEET NUMBER:
	WHISPERING COVES SUBDIVISION	SINGLE-FAMILY BUILDING ENVELOPE	17-7777	1
	CITY OF VERONA, DANE COUNTY, WI	EXHIBIT C	DRAWN BY: CJO	CHECKED BY: ---
			DATE: 03 SEPTEMBER 2019	

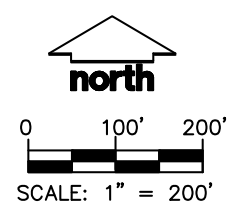


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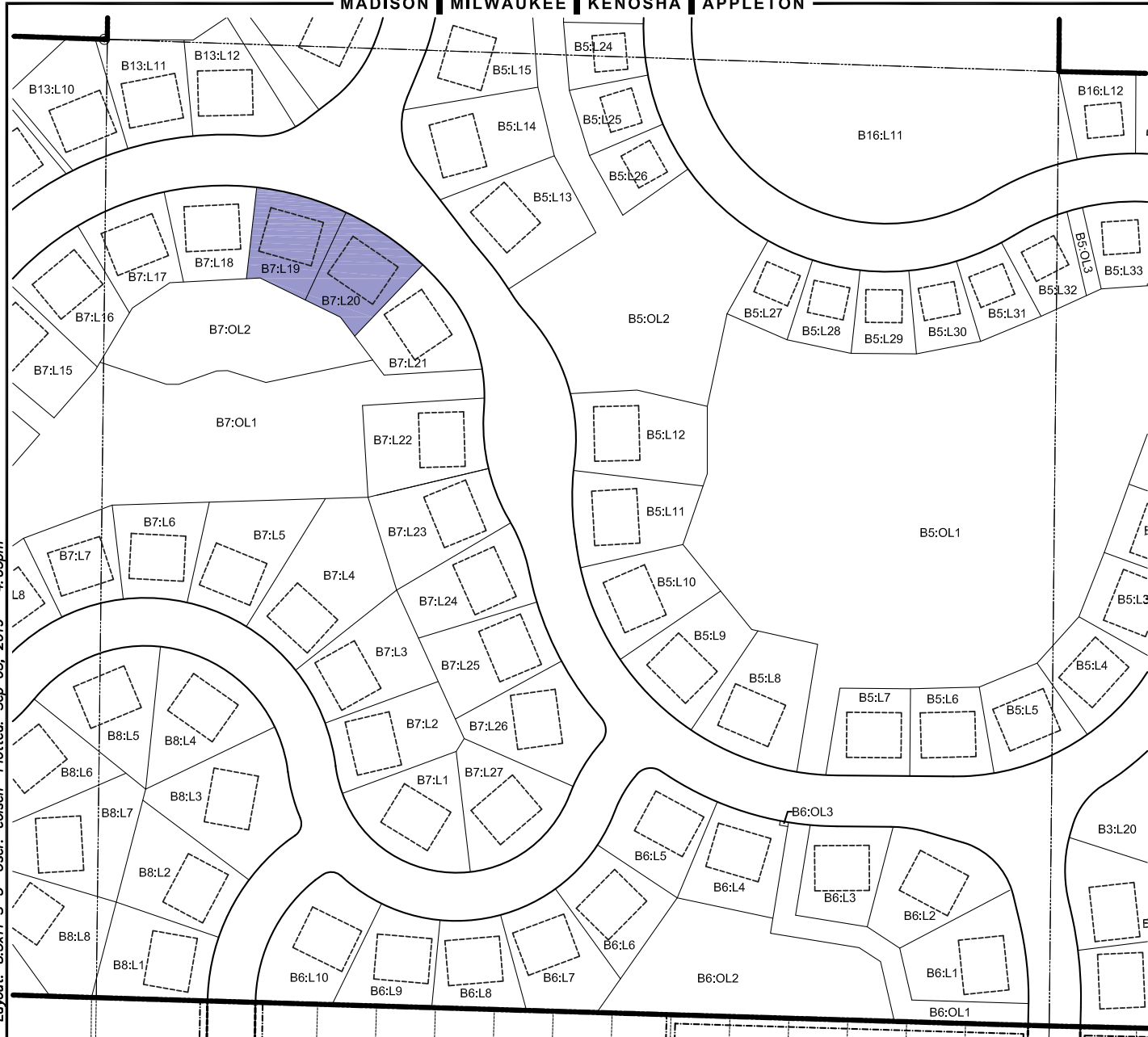
- LEGEND**
- PLAT BOUNDARY
 - RIGHT-OF-WAY LINE
 - SECTION LINE
 - PROPERTY LINE
 - LOT REQUIREMENT
 - BUILDING ENVELOPE

NOTES

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 MADISON REGIONAL OFFICE 161 HORIZON COURT VERONA, WISCONSIN 53593 (608)848-5060 PHONE (608)848-2255 FAX www.jsdInc.com	PROJECT:	SHEET TITLE:	JSD PROJECT NUMBER:	SHEET NUMBER:
	WHISPERING COVES SUBDIVISION	SINGLE-FAMILY BUILDING ENVELOPE	17-7777	2
	CITY OF VERONA, DANE COUNTY, WI	EXHIBIT C	DRAWN BY: CJO	CHECKED BY: ---
			DATE: 03 SEPTEMBER 2019	

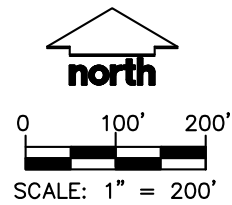


LEGEND

- PLAT BOUNDARY
- RIGHT-OF-WAY LINE
- SECTION LINE
- PROPERTY LINE
- LOT REQUIREMENT
- BUILDING ENVELOPE

NOTES

1. LOT REQUIREMENT IS FOR DRIVEWAY TURNAROUND ON LOT 19 THRU 20 OF BLOCK 7.



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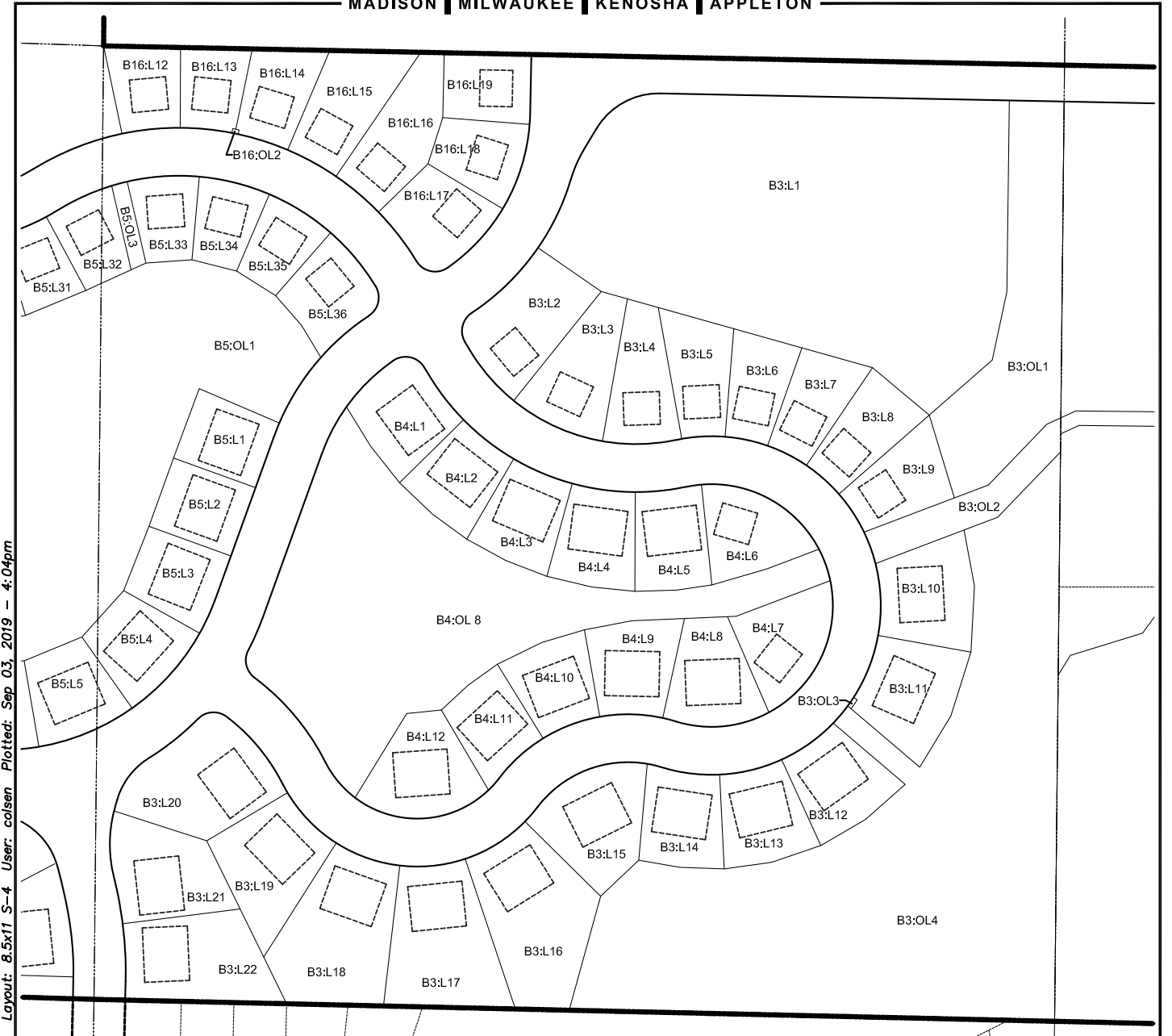
JSD Professional Services, Inc.
 161 HORIZON COURT
 VERONA, WISCONSIN 53593
 (608)848-5060 PHONE | (608)848-2255 FAX
www.jsdinc.com

PROJECT:
**WHISPERING
 COVES
 SUBDIVISION**
 CITY OF VERONA, DANE COUNTY, WI

SHEET TITLE:
**SINGLE-FAMILY
 BUILDING ENVELOPE
 EXHIBIT C**

JSD PROJECT NUMBER:
 17-7777
 DRAWN BY: CJO
 CHECKED BY: ---
 DATE:
 03 SEPTEMBER 2019

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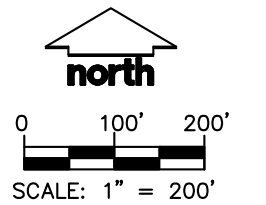


LEGEND

- PLAT BOUNDARY
- RIGHT-OF-WAY LINE
- SECTION LINE
- PROPERTY LINE
- LOT REQUIREMENT
- BUILDING ENVELOPE

NOTES

1. LOT REQUIREMENT IS FOR DRIVEWAY TURNAROUND ON LOT 19 THRU 20 OF BLOCK 7.



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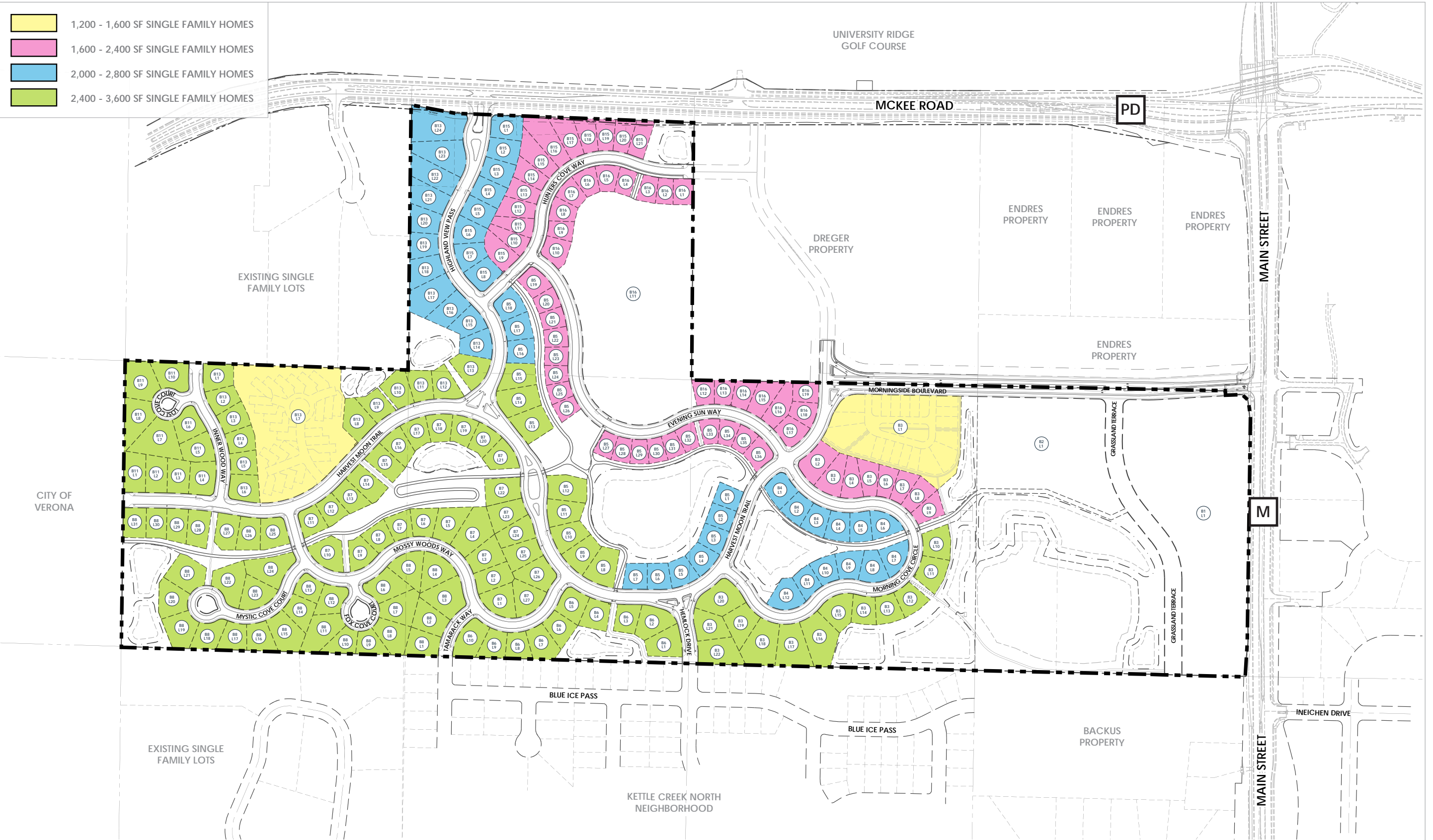
PROJECT:
**WHISPERING
 COVES
 SUBDIVISION**
 CITY OF VERONA, DANE COUNTY, WI

SHEET TITLE:
**SINGLE-FAMILY
 BUILDING ENVELOPE
 EXHIBIT C**

JSD PROJECT NUMBER:
 17-7777
 DRAWN BY: CJO
 CHECKED BY: ---
 DATE:
 03 SEPTEMBER 2019

4

Exhibit E - Minimum Floor Area Requirements



WHISPERING COVES

VERONA, WI

DATE 08.28.2019

EXHIBIT D: MINIMUM FLOOR AREA REQUIREMENTS EXHIBIT



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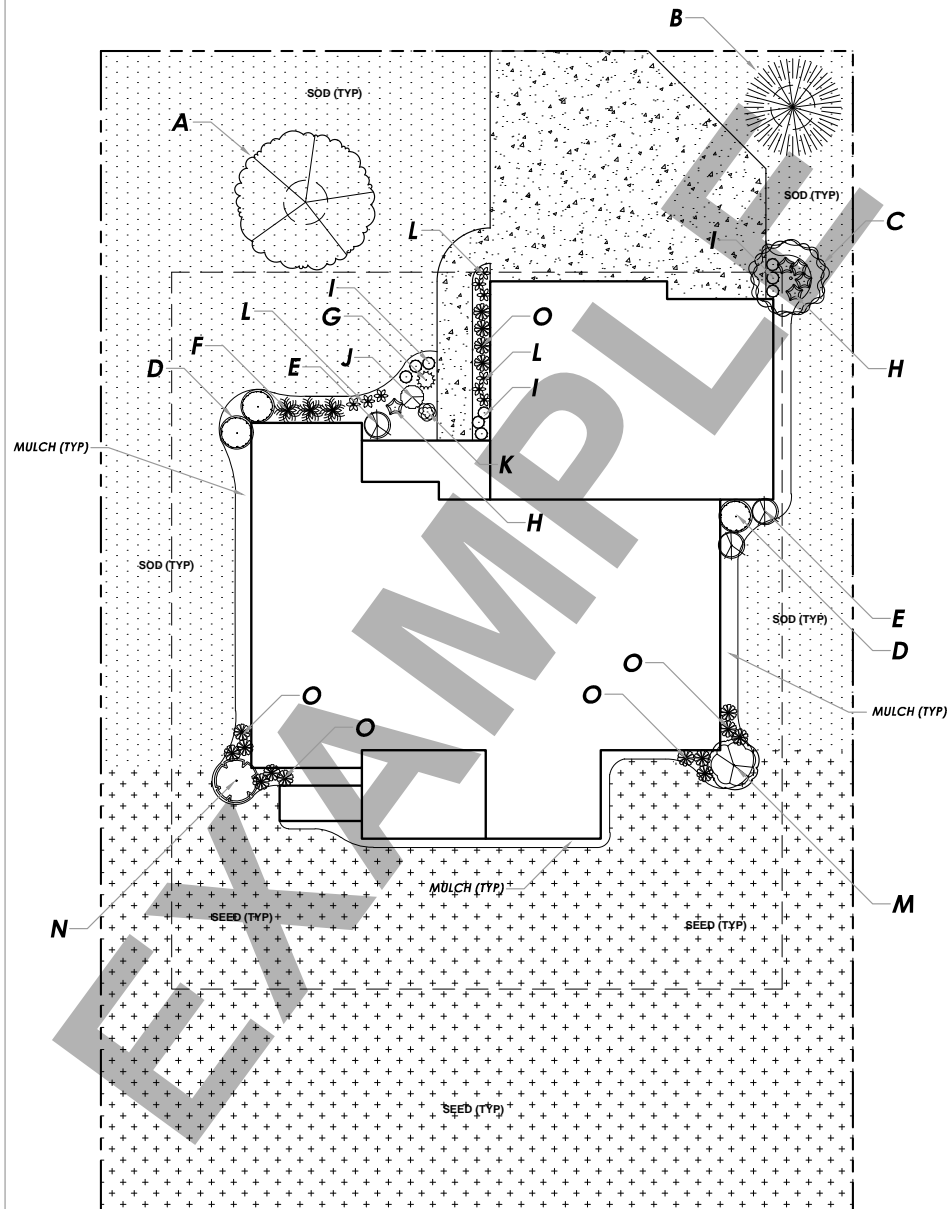


Exhibit F - Landscape Plan Template

MADISON | MILWAUKEE | CHICAGO | WAUSAU | KENOSHA | APPLETON

LEGEND (LANDSCAPE PLAN)

	PROPERTY LINE		CONCRETE PAVEMENT
	RIGHT-OF-WAY		POLYETHYLENE EDGING
	BUILDING SETBACK LINE		LAWN SEED
	BUILDING OUTLINE		SODDED LAWN
	EDGE OF PAVEMENT		



- A. FRONT YARD - DECIDUOUS SHADE TREE**
- B. FRONT YARD - EVERGREEN TREE**
- C. FRONT YARD - LARGE DECIDUOUS SHRUB**
- D. FRONT YARD - MEDIUM DECIDUOUS SHRUB**
- E. FRONT YARD - SMALL DECIDUOUS SHRUB**
- F. FRONT YARD - SMALL DECIDUOUS SHRUB**
- G. FRONT YARD - PERENNIAL**
- H. FRONT YARD - PERENNIAL**
- I. FRONT YARD - PERENNIAL**
- J. FRONT YARD - PERENNIAL**
- K. FRONT YARD - PERENNIAL**
- L. FRONT YARD - PERENNIAL**
- M. BACK YARD - MEDIUM DECIDUOUS SHRUB**
- N. BACK YARD - UPRIGHT EVERGREEN**
- O. FRONT & BACK YARD - ORNAMENTAL GRASS**

MADISON | MILWAUKEE | CHICAGO | WAUSAU | KENOSHA | APPLETON

LANDSCAPE PLANT LIST

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	SUN REQUIREMENTS
DECIDUOUS SHADE TREE				
Northern Pin Oak	<i>Quercus prinus</i>	2-3" Cal	SH	Full Sun
New Horizon Elm	<i>Ulmus x New Horizon</i>	2-3" Cal	SH	Full Sun
Sugar Maple	<i>Acer saccharum</i>	2-3" Cal	SH	Full Sun to Part Shade
Common Hackberry	<i>Celtis occidentalis</i>	2-3" Cal	SH	Full Sun
The cordata "Cherokee"	<i>Cherokee Linden</i>	2-3" Cal	SH	Full Sun to Part Shade
Ohio Buckeye	<i>Aesculus glabra</i>	2-3" Cal	SH	Full Sun to Part Shade
Northern Catalpa	<i>Catalpa bignonioides</i>	2-2" Cal	SH	Full Sun to Part Shade
EVERGREEN TREE				
Black Hills Spruce	<i>Picea glauca</i> var. "Denkmo"	8" Min Height	SH	Full Sun
Austrian Pine	<i>Picea nigra</i>	8" Min Height	SH	Full Sun
Horsey Spruce	<i>Picea abies</i>	8" Min Height	SH	Full Sun
Douglas Fir	<i>Pseudotsuga mucronata</i>	8" Min Height	SH	Full Sun to Part Shade
UPRIGHT EVERGREEN				
Blue Juniper	<i>Juniperus chinensis 'Suecica'</i>	4" Min Height	SH	Full Sun
Star Power Juniper	<i>Juniperus chinensis 'Star Power'</i>	4" Min Height	SH	Full Sun
Upright Yew	<i>Taxus canadensis 'Capitol'</i>	4" Min Height	SH	Full Sun to Part Shade
Horizontal Arborvitae	<i>Thuja occidentalis 'Horizontal'</i>	4" Min Height	SH	Full Sun to Part Shade
Tenny Arborvitae	<i>Thuja occidentalis 'Tenny'</i>	4" Min Height	SH	Full Sun to Part Shade
EVERGREEN SHRUBS				
Green Gem Boxwood	<i>Buxus Green Gem</i>	18" Min Height	# 3 Cont	Full Sun to Part Shade
Butterfly Juniper	<i>Juniperus chinensis 'Butterfly'</i>	18" Min Height	# 3 Cont	Full Sun
Arctic Carpet Juniper	<i>Juniperus chinensis 'Arctic Carpet'</i>	18" Min Height	# 3 Cont	Full Sun
Dense Yew	<i>Taxus x media 'Densata'</i>	18" Min Height	# 3 Cont	Full Sun to Full Shade
LARGE DECIDUOUS SHRUB				
Common Winterhazel	<i>Hortensia virginiana</i>	45" Min Height	SH	Full Sun to Part Shade
Woodcock Japanese Maple	<i>Acer palmatum 'Woodcock'</i>	45" Min Height	SH	Full Sun to Part Shade
Apple Snowberry	<i>Astragalus x grandiflorus 'Kuhm's Brillant'</i>	45" Min Height	SH	Full Sun to Part Shade
Hampshire Viburnum	<i>Viburnum acerifolium</i>	45" Min Height	SH	Full Sun to Part Shade
Purple Snowflake Bush	<i>Cotinus coccinea</i>	45" Min Height	SH	Full Sun
MEDIUM DECIDUOUS SHRUB				
Anastasia Hydrangea	<i>Hydrangea arborescens 'Anastasia'</i>	24" Min Height	# 3 Cont	Part Shade
Dark Gold Weigela	<i>Physocarpus opulifolius 'Dark Gold'</i>	24" Min Height	# 3 Cont	Full Sun to Part Shade
Spring Green Compact Chidleyanum	<i>Viburnum coccineum 'Spring Green'</i>	24" Min Height	# 3 Cont	Full Sun to Part Shade
Limegold Hydrangea	<i>Hydrangea paniculata 'Limegold'</i>	24" Min Height	# 3 Cont	Full Sun to Part Shade
Autumn Jazz Viburnum	<i>Viburnum acerifolium 'Autumn Jazz'</i>	24" Min Height	# 3 Cont	Full Sun to Part Shade
SMALL DECIDUOUS SHRUB				
Swansea Hydrangea	<i>Hydrangea arborescens 'Swansea'</i>	12-18" Min Height	# 3 Cont	Full Sun to Part Shade
Spring x DMLBPT	<i>Syringa x DMLBPT</i>	12-18" Min Height	# 3 Cont	Full Sun
Mini-Ary Forsythia	<i>Forsythia x mini 'Mini-Ary'</i>	12-18" Min Height	# 3 Cont	Full Sun to Part Shade
Alpine Currant	<i>Ribes alpinum</i>	12-18" Min Height	# 3 Cont	Full Sun to Part Shade
Some Snow Hedges	<i>Wegelia florida 'Some Snow'</i>	12-18" Min Height	# 3 Cont	Full Sun to Part Shade
Golden Curlew Japanese Fern	<i>Fernis japonica 'Golden Curlew'</i>	12-18" Min Height	# 3 Cont	Part Shade
PERENNIALS				
Sun and Substance Hosta	<i>Hosta 'Sun and Substance'</i>	12" Min Height	# 1 Cont	Part to Full Shade
Royal Standard Hosta	<i>Hosta 'Royal Standard'</i>	12" Min Height	# 1 Cont	Part to Full Shade
Autumn Frost Hosta	<i>Hosta 'Autumn Frost'</i>	12" Min Height	# 1 Cont	Part to Full Shade
Frances Williams Hosta	<i>Hosta 'Frances Williams'</i>	12" Min Height	# 1 Cont	Part to Full Shade
Wide Blue Hosta	<i>Hosta 'Wide Blue'</i>	12" Min Height	# 1 Cont	Part to Full Shade
Blue Angel Hosta	<i>Hosta 'Blue Angel'</i>	12" Min Height	# 1 Cont	Part to Full Shade
Tray Mander Geranium	<i>Geranium 'Tray Mander'</i>	12" Min Height	# 1 Cont	Full Sun to Part Shade
Autumn Violette	<i>Achillea 'Autumn Violette'</i>	12" Min Height	# 1 Cont	Part to Full Shade
Fairy Red Astor	<i>Aster x hybrid 'Fairy Red'</i>	12" Min Height	# 1 Cont	Part to Full Shade
Berry Tinkles Coral Bell	<i>Heuchera americana 'Berry Tinkles'</i>	12" Min Height	# 1 Cont	Full Sun to Part Shade
Shaded Ice	<i>Polka Dot Plant</i>	12" Min Height	# 1 Cont	Full Sun
Ornamental Black-eyed Susan	<i>Rudbeckia hirta</i> var. 'Ornamental'	12" Min Height	# 1 Cont	Full Sun
Walters Low Camellia	<i>Waldia x 'Walters Low'</i>	12" Min Height	# 1 Cont	Full Sun to Part Shade
Rocky Shasta Daisy	<i>Leucanthemum x superbum 'Rocky'</i>	12" Min Height	# 1 Cont	Full Sun
Zigzag Coreopsis	<i>Coreopsis verticillata 'Zigzag'</i>	12" Min Height	# 1 Cont	Full Sun
Autumn Joy Sedum	<i>Hydrangea 'Autumn Joy'</i>	12" Min Height	# 1 Cont	Full Sun to Part Shade
Star D'Or Daylily	<i>Heuchera 'Star D'Or'</i>	12" Min Height	# 1 Cont	Full Sun to Part Shade
May Night Perennial Basil	<i>Salvia x 'May Night'</i>	12" Min Height	# 1 Cont	Full Sun
Bokoro Geranium	<i>Geranium x 'Bokoro'</i>	12" Min Height	# 1 Cont	Full Sun to Part Shade
ORNAMENTAL GRASSES				
Karl Foerster Feather Reed Grass	<i>Calamagrostis x canadensis 'Karl Foerster'</i>	12" Min Height	# 1 Cont	Full Sun
Stemless Red Zoysia	<i>Panicum virgatum 'Stemless'</i>	12" Min Height	# 1 Cont	Full Sun to Part Shade
Horizontal Sedgegrass	<i>Panicum virgatum 'Horizontal'</i>	12" Min Height	# 1 Cont	Full Sun to Part Shade
Primo-Cogonard	<i>Sporobolus heterostachyus</i>	12" Min Height	# 1 Cont	Full Sun

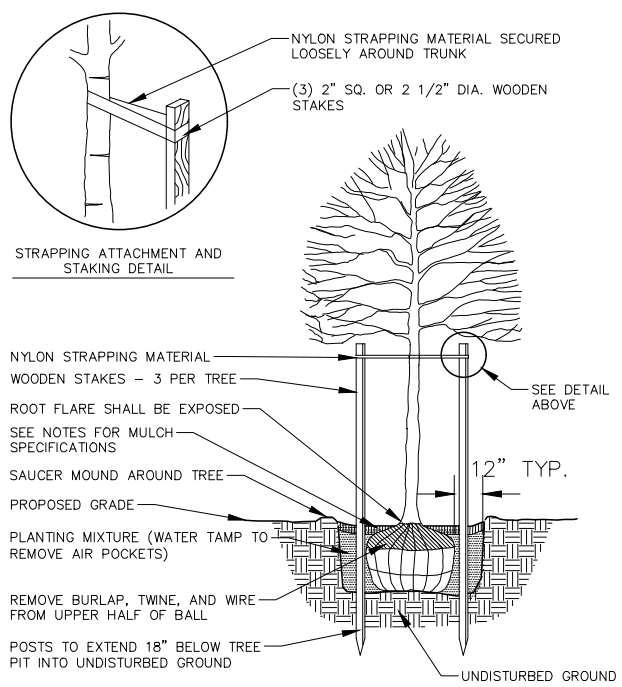
*ALTERNATE MATERIALS MAY BE APPROVED BY ACC

File: I:\2017\177777\DWG\177777_Single Family Lot - Landscape Plan Template.dwg Layout: L1.0 User: kschnmidt Plotted: Aug 28, 2019 - 11:10am

File: I:\2017\177777\DWG\177777_Single Family Lot - Landscape Plan Template.dwg Layout: L1.1 User: kschnmidt Plotted: Aug 28, 2019 - 11:10am

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	WHISPERING COVES	LANDSCAPE PLAN		
		EXHIBIT E		L1.0
			DATE:	08/28/2019

 ENGINEERS • SURVEYORS • PLANNERS MADISON REGIONAL OFFICE 161 HORIZON DRIVE, SUITE 101 VERONA, WISCONSIN 53593 608.848.5060 PHONE 608.848.2255 FAX www.jsdinc.com	PROJECT:	SHEET TITLE:	JSD PROJECT NUMBER:	SHEET NUMBER:
	WHISPERING COVES	LANDSCAPE		
		PLANT LIST		L1.1
		EXHIBIT E	DATE:	08/28/2019

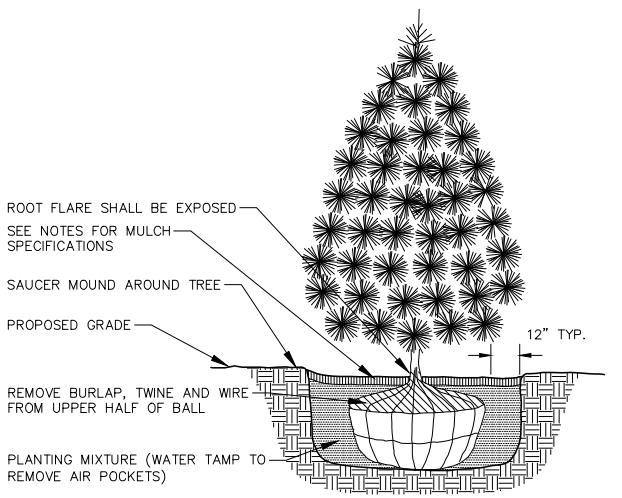


1. DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATOR. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED

2. REMOVE NYLON STRAPPING WITHIN 9-18 MONTHS FOLLOWING INSTALLATION

DECIDUOUS TREE PLANTING DETAIL
N.T.S.

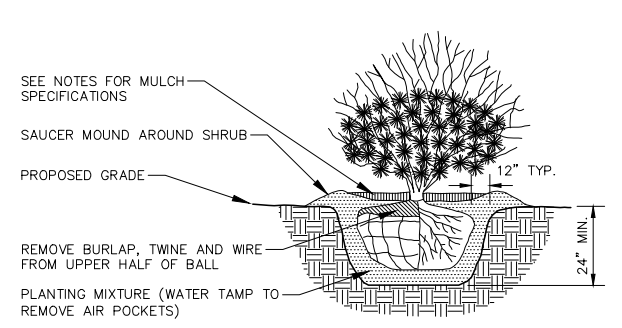
REV. 01-04-2019



NOTE:
1. DIG HOLE NO DEEPER THAN BASE OF ROOT BALL TO FLARE. ROOT BALL TO BE SET ON UNDISTURBED SOIL UNLESS COMPACTED AGGREGATE STONE REMAINS FROM SITE EXCAVATOR. REMOVE REMAINING AGGREGATE STONE UNTIL SOIL LAYER IS REACHED

EVERGREEN TREE PLANTING DETAIL
N.T.S.

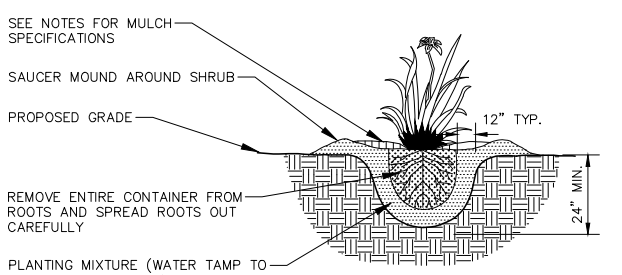
REV. 01-03-2019



NOTE:
1. ROOT FLARE TO BE EXPOSED.

SHRUB PLANTING DETAIL
N.T.S.

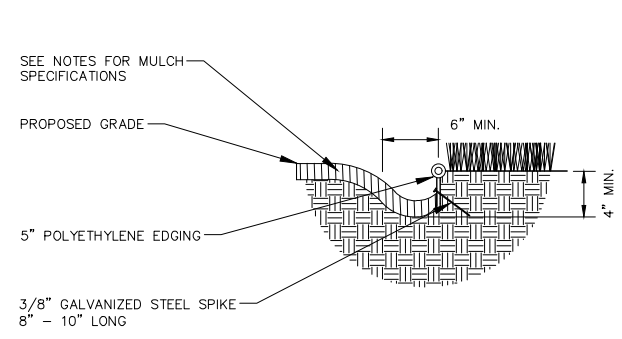
REV. 01-03-2019



NOTE:
1. ROOT FLARE TO BE EXPOSED.

PERENNIAL/ORNAMENTAL GRASS PLANTING DETAIL
N.T.S.

REV. 01-03-2019



POLYETHYLENE LANDSCAPE EDGING DETAIL
N.T.S.

REV. 01-03-2019

GENERAL NOTES

- GENERAL: ALL WORK IN THE R-O-W AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES. CONTRACTOR MUST CALL 1-800-242-8511 FOR UTILITY LOCATIONS AT LEAST THREE DAYS PRIOR TO DIGGING. HAND DIG AND INSTALL ALL PLANTS THAT ARE NEAR EXISTING UTILITIES. PROTECT PREVIOUSLY INSTALLED WORK OF OTHER TRADES. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
- DELIVERY AND HANDLING: DO NOT DELIVER MORE PLANT MATERIALS THAN CAN BE PLANTED IN ONE DAY, UNLESS ADEQUATE, APPROPRIATE AND SECURE STORAGE IS PROVIDED AND APPROVED BY OWNER'S REPRESENTATIVE. AT ALL TIMES, PROTECT ALL PLANT MATERIALS FROM WIND AND DIRECT SUN. DELIVER PLANTS WITH LEGIBLE IDENTIFICATION LABELS. PROTECT PLANTS DURING DELIVERY AND DO NOT PRUNE PRIOR TO DELIVERY. ALL TREES AND SHRUBS SHALL BE PLANTED ON THE DAY OF DELIVERY; IF THIS IS NOT POSSIBLE, PROTECT THE PLANT MATERIALS NOT PLANTED BY STORING THEM IN A SHADED, SECURE AREA, PROTECTING THE ROOT MASS WITH WET SOIL, MULCH, HAY OR OTHER SUITABLE MEDIUM. CONTRACTOR TO KEEP ALL PLANT MATERIALS ADEQUATELY WATERED TO PREVENT ROOT DESICCATION. DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING. DO NOT PICK UP CONTAINER OR BALLED PLANTS BY STEM OR ROOTS. ALL PLANTS SHALL BE LIFTED AND HANDLED FROM THE BOTTOM OF THE CONTAINER OR BALL. PERFORM ACTUAL PLANTING ONLY WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED BEST HORTICULTURAL PRACTICES.
- MATERIALS - PLANTS: ALL PLANTS SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED AND NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST 2 YEARS. PLANTS SHALL BE FRESHLY DUG (DURING THE MOST RECENT FAVORABLE HARVEST SEASON). PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY SUPERIOR IN FORM, COMPACTNESS, AND SYMMETRY. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECTS (ADULT EGGS, PUPAE OR LARVAE). THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH OR PREMATURE MORTALITY. PLANTS SHALL BE OF THE HIGHEST QUALITY, POSSESS TYPICAL GROWTH HABITS AND FORM FOR THEIR SPECIES AND BE FREE OF INJURY. PARKWAY TREES AND PARKING LOT TREES SHALL HAVE A MINIMUM BRANCHING HEIGHT OF SIX (6) FEET ABOVE THE GROUND TO ALLOW ADEQUATE VISUAL AND PHYSICAL CLEARANCE.
- PRUNING: THE CONTRACTOR SHALL PRUNE ALL TREES AND REPAIR ANY INJURIES THAT OCCURRED DURING THE PLANTING PROCESS. DOUBLE LEADERS, DEAD BRANCHES, AND LIMBS DAMAGED OR BROKEN DURING THE PLANTING PROCESS, SHALL BE PRUNED. THIS SHALL BE THE ONLY PRUNING ALLOWED AT PLANTING. PRUNING SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR TREE CARE OPERATIONS, ANSI A300. PRUNE TREES IN ACCORDANCE WITH NAA GUIDELINES. DO NOT TOP TREES. PRUNE SHRUBS ACCORDING TO STANDARD HORTICULTURAL PRACTICES. ON CUTS OVER 3/4" IN DIAMETER AND BRUISES OR SCARS ON BARK, TRACE THE INJURED CAMBIAL LAYER BACK TO LIVING TISSUE AND REMOVE. SMOOTH AND SHAPE WOUNDS SO AS NOT TO RETAIN WATER. TREAT THE AREA WITH AN APPROVED INCONSPICUOUS LATEX BASED ANTISEPTIC TREE PAINT, IF PRUNING OCCURS "IN SEASON". DO NOT PRUNE ANY OAK TREES DURING THE MONTHS FROM APRIL TO OCTOBER.
- CLEANUP: THE WORK AREA SHALL BE KEPT SAFE AND NEAT AT ALL TIMES. DISPOSED OF EXCESS SOIL. REMOVE ALL CUTTINGS AND WASTE MATERIALS. SOIL AND BRANCHES. BIND AND WRAP THESE MATERIALS, ANY REJECTED PLANTS, AND ANY OTHER DEBRIS RESULTING FROM ALL PLANTING TASKS AND PROMPTLY CLEAN UP AND REMOVE FROM THE PROJECT SITE. UNDER NO CIRCUMSTANCES SHALL THE ACCUMULATION OF SOIL, BRANCHES OR OTHER DEBRIS BE ALLOWED UPON A PUBLIC PROPERTY IN SUCH A MANNER AS TO RESULT IN A PUBLIC SAFETY HAZARD OR DAMAGE. LIKEWISE, UNDER NO CIRCUMSTANCES SHALL ANY DEBRIS OR INCIDENTAL MATERIALS BE ALLOWED UPON ADJACENT PRIVATE PROPERTY.
- ANY SUBSTITUTIONS IN PLANT TYPE OR SIZE SHALL BE APPROVED BY ACC PRIOR TO INSTALLATION.
- CONTRACTOR TO VERIFY PLANT MATERIAL QUANTITIES AND SQUARE FOOTAGES. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE OVER THOSE ON SCHEDULE.

SEEDING & SODDING NOTES

- MATERIALS - TURFGRASS SEED: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND EARTH CARPET'S "MADISON PARKS" GRASS SEED, OR EQUIVALENT AS APPROVED BY THE ACC, INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. IN ADDITION TO TURFGRASS SEED, ANNUAL RYE SHALL BE APPLIED TO ALL DISTURBED AREAS AT A RATE OF 1 1/2 LBS PER 1000 SQUARE FEET. FERTILIZE AND MULCH PER MANUFACTURER'S RECOMMENDATIONS. MULCH SHALL BE CERTIFIED NOXIOUS WEED SEED-FREE
- MATERIALS - SOD: DISTURBED LAWN AREAS LABELED ON PLAN AS SUCH, SHALL RECEIVE 6" OF TOPSOIL AND A PREMIUM GRADE TURFGRASS SOD. ONLY IMPROVED TYPES OF SOD (ELITE) ARE ACCEPTABLE. TURFGRASS SHALL BE MACHINE CUT AT A UNIFORM THICKNESS OF .60 INCH, PLUS OR MINUS .25 INCH, AT TIME OF CUTTING. MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH. LARGE ROLL TURFGRASS SOD SHALL BE CUT TO THE SUPPLIER'S STANDARD WIDTH (36-48 INCHES) AND LENGTH. BROKEN PADS AND TORN OR UNEVEN ENDS WILL NOT BE ACCEPTABLE. STANDARD SIZE SECTIONS OF TURFGRASS SOD SHALL BE STRONG ENOUGH SO THAT THEY CAN BE PICKED UP AND HANDLED WITHOUT DAMAGE. TURFGRASS SOD SHALL NOT BE HARVESTED OR TRANSPLANTED WHEN MOISTURE CONTENT IS EXCESSIVELY DRY OR WET, AS THIS MAY ADVERSELY AFFECT ITS SURVIVAL. POST-PLANT IRRIGATION WILL BE NECESSARY TO ENSURE SOD STAYS ALIVE AND ROOTS INTO SOIL. THE CONTRACTOR IS RESPONSIBLE FOR WATERING SOD UNTIL TIME OF ACCEPTANCE BY THE OWNER. TURFGRASS SOD SHALL BE HARVESTED, DELIVERED, AND INSTALLED/TRANSPLANTED WITHIN A PERIOD OF 24 HOURS. TURFGRASS SOD SHALL BE RELATIVELY FREE OF THATCH, UP TO 0.5 INCH ALLOWABLE (UNCOMPRESSED). TURFGRASS SOD SHALL BE REASONABLY FREE (10 WEEDS/100 SQ. FT.) OF DISEASES, NEMATODES AND SOIL-BORNE INSECTS. ALL TURFGRASS SOD SHALL BE FREE OF GRASSY AND BROAD LEAF WEEDS AND WEED SEED. THE SOD SUPPLIER SHALL MAKE RECOMMENDATIONS TO THE CONTRACTOR REGARDING WATERING SCHEDULE. THE WATERING SCHEDULE SHOULD BEGIN IMMEDIATELY AFTER SOD IS INSTALLED.

LANDSCAPE MATERIAL NOTES

- MATERIALS - PLANTING MIXTURE: ALL HOLES EXCAVATED FOR TREES, SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES SHALL BE BACKFILLED WITH TWO (2) PARTS TOPSOIL, ONE (1) PART SAND AND ONE (1) PART COMPOST. SOIL MIXTURE SHALL BE WELL BLENDED PRIOR TO INSTALLATION.
- MATERIALS - TOPSOIL: TOPSOIL TO BE CLEAN, FRIABLE LOAM FROM A LOCAL SOURCE, FREE FROM STONES OR DEBRIS OVER 3/4" IN DIAMETER, AND FREE FROM TOXINS OR OTHER DELETERIOUS MATERIALS. TOPSOIL SHALL HAVE A pH VALUE BETWEEN 6 AND 7. TOPSOIL AND PLANTING SOIL SHALL BE TESTED TO ENSURE CONFORMANCE WITH THESE SPECIFICATIONS AND SHALL BE AMENDED TO MEET THESE SPECIFICATIONS. PROVIDE TEST RESULTS TO OWNER'S REPRESENTATIVE PRIOR TO PLACEMENT. DO NOT PLACE FROZEN OR MUDDY TOPSOIL. APPLY SOIL AMENDMENTS TO ALL LANDSCAPE AREAS PER SOIL TEST.
- MATERIALS - SHREDDED HARDWOOD BARK MULCH: ALL PLANTING AREAS LABELED ON PLAN SHALL RECEIVE CERTIFIED WEED FREE. SHREDDED HARDWOOD BARK MULCH INSTALLED TO A MINIMUM AND CONSISTENT DEPTH OF 3-INCHES. SHREDDED HARDWOOD BARK MULCH SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. SHREDDED HARDWOOD BARK MULCH AREAS SHALL NOT RECEIVE WOVEN WEED BARRIER FABRIC.
- MATERIALS - STONE MULCH: ALL PLANTING AREAS LABELED ON PLAN SHALL RECEIVE DECORATIVE STONE MULCH SPREAD TO A MINIMUM AND CONSISTENT DEPTH OF 3-INCHES. DECORATIVE STONE MULCH TYPE, SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. STONE MULCH AREAS SHALL RECEIVE WOVEN WEED BARRIER FABRIC. NO PLASTIC/IMPERVIOUS BARRIERS WILL BE PERMITTED. EXAMPLE: BLACK VISQUEEN.
- MATERIALS - TREE & SHRUB RINGS: ALL TREES AND/OR SHRUBS PLANTED IN SEEDED LAWN AREAS TO BE INSTALLED WITH A MINIMUM 5' DIAMETER SHREDDED HARDWOOD BARK MULCH TREE RING SPREAD TO A CONSISTENT DEPTH OF 3-INCHES. ALL TREE RINGS SHOULD BE INSTALLED WITH A 5" DEPTH SHOVEL CUT EDGE, ANGLED 45 DEGREES INTO SOIL AT A 5' DIAMETER ABOUT THE CENTER OF THE TREE PLANTING. A PRE-EMERGENT GRANULAR HERBICIDE WEED-PREVENTER SHOULD BE MIXED WITH MULCH USED TO INSTALL TREE RING AS WELL AS TOPICALLY APPLIED TO COMPLETED INSTALLATION OF TREE RING.
- MATERIALS - POLYETHYLENE EDGING: EDGING SHALL BE 5" DEEP, POLYETHYLENE EDGING.
- MATERIALS - ALUMINUM EDGING: EDGING SHALL BE 1/8" X 4", ALUMINUM EDGING, MILL FINISH.
- MATERIALS - TREE PROTECTION: ALL TREES TO BE INSTALLED WITH LDPE TREE GUARDS AS MANUFACTURED BY A.M. LEONARD HORTICULTURAL TOOL & SUPPLY CO., OR APPROVED EQUAL.
- MATERIALS - (ALTERNATE 1): TREE WATERING BAGS: ALL TREES TO BE INSTALLED WITH ONE (1) WATER BAG. PRODUCT TO BE "TREE GATOR ORIGINAL SLOW RELEASE WATERING BAG," PRODUCT NO. 98183-R OR APPROVED EQUAL. INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

CONTRACTOR AND OWNER RESPONSIBILITY NOTES

- GUARANTEE: THE CONTRACTOR SHALL GUARANTEE ALL PLANTS THROUGH ONE (1) YEAR AFTER ACCEPTANCE BY THE OWNER. PLANTS SHALL BE ALIVE AND IN HEALTHY AND FLOURISHING CONDITION AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL REPLACE (AT NO COST TO OWNER) ANY PLANTS THAT ARE DEAD OR NOT IN A VIGOROUS THRIVING CONDITION. REPLACEMENT PLANTS SHALL BE OF THE SAME KIND AND SIZE AS ORIGINALLY SPECIFIED UNLESS OTHERWISE DIRECTED BY OWNER. RESTORE BEDS AS NECESSARY FOLLOWING PLANT REPLACEMENT, INCLUDING BUT NOT LIMITED TO BEDDING, EDGING, MULCH, ETC. REPLACE PLANTS DAMAGED AT TIME OF PLANTING. REPAIR AREAS DISTURBED IN ANY WAY DURING PLANT REPLACEMENT AT NO COST TO OWNER. CONTRACTOR SHALL PROVIDE A ONE (1)-YEAR STRAIGHTENING GUARANTEE FOR ALL TREES.
- CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
- MAINTENANCE: (CONTRACTOR) FOR ALL PLANTINGS, SEEDED AND/OR SODDED LAWN AREAS: THE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AND LAWN AREAS FOR A MINIMUM TIME PERIOD OF 60 DAYS, UNTIL FINAL ACCEPTANCE BY OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY WATERING PLANTS AND LAWN/TURFGRASS DURING THIS 60 DAY ESTABLISHMENT PERIOD. CONTRACTOR IS RESPONSIBLE FOR THE ESTABLISHMENT OF HEALTHY VIGOROUS PLANT MATERIALS AND LAWN/TURFGRASS GROWTH. CONTRACTOR IS ALSO RESPONSIBLE FOR ANY PRUNING OF PLANT MATERIALS, AND SHAPING AND/OR REPLACEMENT OR SUPPLEMENT OF DEFICIENT SHREDDED HARDWOOD BARK MULCH DURING THIS PERIOD. LONG TERM PLANT MATERIALS AND LAWN/TURFGRASS MAINTENANCE AND ANY PROGRAM FOR SUCH IS THE RESPONSIBILITY OF THE OWNER. ALL PLANTINGS AND LAWN/TURFGRASS AREAS SHALL BE MAINTAINED IN A MANICURED CONDITION UNTIL THE TIME WHEN THE OWNER'S ACCEPTANCE IS GIVEN.
- MAINTENANCE: (OWNER) THE OWNER IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE, REPAIR AND REPLACEMENT OF ALL LANDSCAPING MATERIALS AND WEED BARRIER FABRIC AS NECESSARY FOLLOWING THE ONE (1) YEAR CONTRACTOR GUARANTEE PERIOD.

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PROJECT: **WHISPERING COVES**
SHEET TITLE: **LANDSCAPE DETAILS EXHIBIT E**

SHEET NUMBER: **L2.0**

JSD PROJECT NUMBER:
DRAWN BY: APPROVED:
DATE: 08/28/2019

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PROJECT: **WHISPERING COVES**
SHEET TITLE: **LANDSCAPE NOTES EXHIBIT E**

SHEET NUMBER: **L2.1**

JSD PROJECT NUMBER:
DRAWN BY: APPROVED:
DATE: 08/28/2019

