

**DECLARATION OF CONDOMINIUM
FROSTWOOD VALLEY CONDOMINIUM**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

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725 Heartland Trail, Suite 300
Madison, WI 53717

062/0608-134-8100-4
(Parcel Identification Number)

There are no objections to this condominium with respect to Chapter 703 Wis. Stats. and it is hereby approved for recording.

Dated this 6th day of August, 2025

Sciel C. Frick
Dane County Planning Department

**THIS DOCUMENT DRAFTED BY:
Attorney Timothy F. Umland
Paradise, Van Note and Umland LLC
725 Heartland Trail, Suite 300
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DECLARATION OF CONDOMINIUM
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THIS DECLARATION (the “**Declaration**”) is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (the “**Act**”), Chapter 703, Wisconsin Statutes, by Frostwood Farm VI, LLC, a Wisconsin limited liability company (the “**Declarant**”).

ARTICLE I
STATEMENT OF PURPOSE

The purpose of this Declaration is to subject the property hereinafter described and the improvements to be erected thereon (hereinafter, collectively, the “**Condominium**”) to the condominium form of ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

ARTICLE II
DESCRIPTION, NAME, RESTRICTIONS, AND DEFINITIONS

2.1 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described in Exhibit “A” attached hereto and incorporated herein by reference. The Condominium shall consist of sixteen (16) Units which shall be designated as Units 1 through 16.

2.2 Name and Address. The name of the Condominium is Frostwood Valley Condominium. The Condominium’s principal address is 4601 Frey Street, Suite 400, Madison, WI 53705.

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

- A. General taxes and special assessments not yet due and payable.
- B. Easements and rights in favor of gas, electric, telephone, water, sewer, cable television and other utilities and utility providers.
- C. All other easements, covenants, and restrictions of record;
- D. All municipal, zoning and building ordinances; and
- E. All other governmental laws and regulations applicable to the Condominium.

2.4 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE III

UNITS

3.1 **Definition.** "Unit" shall mean a part of the Condominium intended for any type of independent use.

3.2 **Boundaries of Units.** A Unit in the Condominium shall be a cubicle of air whose perimetrical boundaries shall be set forth for such Unit on the condominium plat of the Condominium (the "Condominium Plat" or "Plat"), a copy of which is attached hereto as Exhibit "B," whose lower boundary is an imaginary horizontal plane located parallel to and sixty (60) feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and five hundred (500) feet above the surface of the ground, extended to the perimetrical boundaries. A Unit includes any and all improvements constructed or to be constructed thereon.

3.3 **Legal Description of Units.** The Units created herein shall be identified by a unit number set forth and depicted on the Condominium Plat.

3.4 **Separation, Merger, and Boundary Relocation.** Boundaries between Units may be separated, merged, or relocated consistent with Section 703.13 of the Act. Such changes shall require approval by the Town of Verona and Dane County.

ARTICLE IV

UNIT OWNER

"Unit Owner" shall mean a person, combination of persons, partnership, limited partnership, limited liability partnership, limited liability company or corporation, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser.

ARTICLE V

COMMON ELEMENTS

5.1 **Definition.** "Common Elements" shall mean all of the Condominium except the Units including, without limitation, any portion of the land and improvements to the Condominium that are not included in the definition and description of a Unit, and all tangible personal property used in the operation, maintenance, and management of the Condominium.

5.2 **Description.** The Common Elements include, without limitation, all stormwater facilities, nature trail system and the areas labeled as Common Elements on the Plat and not included within the boundary of a Unit.

5.3 **Use.** Except as otherwise provided herein, and subject to the By-Laws of the Association, as hereinafter defined, and subject to any rules and regulations adopted by the

Association, the Common Elements may be used by the Unit Owners for the purposes for which they were intended. The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the By-Laws of the Association and rules and regulations adopted pursuant thereto.

5.4 Ownership. There shall be appurtenant to the Units an undivided interest in the Common Elements in the percentage interest of 6.25%

ARTICLE VI **INTENTIONALLY OMITTED**

ARTICLE VII **USES**

7.1 Units and Common Elements. The Units and Common Elements of the Condominium shall be used for residential occupancy and, where applicable, motor vehicular ingress, egress, storm water management, open space, utilities, and shall not be used for any other purpose. Notwithstanding anything to the contrary contained herein, the use of the Units and Common Elements shall comply with all applicable municipal ordinances, and any other restrictions as contained in the Association's Articles of Incorporation, By-Laws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by the other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would materially increase the insurance rates on the Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation thereof and may be assessed against such Unit Owner's Unit.

ARTICLE VIII **ASSOCIATION**

8.1 Definition. "Association" shall mean The Frostwood Valley Homeowners Association, Inc., a Wisconsin non-stock corporation.

8.2 Duties and Obligations. All Unit Owners shall be members of the Association and subject to its Articles of Incorporation, By-Laws, and rules and regulations adopted by it for the use and management of the Condominium.

8.3 Intentionally Omitted.

8.4 Voting. The Unit Owner of each Unit shall be entitled to one (1) vote in the Association, subject however, to suspension as provided herein. Even if a Unit is owned by more than one (1) person, the Unit must cast its vote or votes as a whole. No fractional voting will be allowed or considered. As provided in Article IV hereof, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other

document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Dane County, Wisconsin, Register of Deeds.

8.5 Declarant Control. Except as otherwise provided in Section 703.15(2)(c), Wisconsin Statutes, as may be amended, Declarant reserves the right to appoint and remove officers of the Association or to exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or its officers ("**Declarant Control**"). The period of Declarant Control shall continue until the earlier of either of the following to occur: (i) the expiration of three (3) years; or (ii) the expiration of thirty (30) days after the conveyance of seventy-five (75%) percent of the Common Element interest to purchasers. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including, but not limited to, the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by the Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium. Declarant shall also have the right during the period of Declarant Control to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

8.6 Termination of Control. Upon termination of the above-specified period of Declarant Control, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units and Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units or Common Elements.

8.7 Completion of Common Elements. Declarant shall complete the Common Elements of the Condominium in accordance with the plans approved by the municipality in which the Condominium is located. Declarant shall have no further obligation with respect to construction of Common Elements, including, but not limited to, the installation of additional walkways, streets, or sidewalks.

ARTICLE IX

REPAIRS AND MAINTENANCE

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

9.2 Intentionally Omitted.

9.3 Common Elements. Except as otherwise provided herein, the Association shall be responsible for the maintenance, repair, replacement, general cleanliness and presentability of the Common Elements, including all stormwater facilities and the nature trail system. Maintenance shall include but not be limited to prompt snow removal and surface repair, maintenance and replacement when deemed necessary by the Association. Cost of maintenance that is the responsibility of the Association shall be a Common Expense of the Association to be assessed to Units as set forth herein.

9.4 Entry by Association. Provided that twenty-four (24) hours prior notice is given, duly authorized officials or agents of the Association may enter any Unit at reasonable times and under reasonable conditions when, in the opinion of the said authorized officials or agents, entry is necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. The entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances, and during normal business hours, if possible. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense. Notwithstanding the foregoing, in the event of an emergency, the twenty-four (24) hour notice requirement shall not apply, although, prior notice to the Unit Owner shall be attempted.

ARTICLE X

UNIT ALTERATIONS

10.1 Within Unit.

A. A Unit Owner may make improvements or alterations within his, her, its or their Unit; provided, however, that all such improvements or alterations may not be made without obtaining the prior written permission of the Architectural Control Committee (“**COMMITTEE**”), which permission may be denied in the sole discretion of the COMMITTEE. All approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units or Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

10.2 Relocation of Boundaries.

A. If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners must obtain the approval of the COMMITTEE as set forth hereinafter, and shall prepare and execute appropriate instruments.

B. An amendment to the Declaration and an addendum to the Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. The amendment to the Declaration shall also state the reallocation, if any, of the aggregate undivided interest in the Common Elements appertaining to the Units. If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect in the Dane County Register of Deeds Office.

C. Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6), Wisconsin Statutes, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

D. After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded in the Dane County Register of Deeds Office. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium instruments.

10.3 Intentionally Omitted.

10.4 Expenses. All expenses involved in any improvements or alterations approved by the COMMITTEE or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a special assessment to the affected Units.

ARTICLE XI **INSURANCE**

11.1 Insurance. In addition to the insurance requirements set forth in this Declaration, Unit Owners shall also procure and maintain any insurance required pursuant to any other agreements established by Declarant and recorded against the respective Units, whether such agreements are recorded before or after this Declaration.

11.2 Liability Insurance. The Association shall maintain general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable for the Common Elements. The policies may, at the discretion of the Board of Directors of

the Association, include standard coverage for the errors and omissions of Association directors and officers. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. Such policies shall also contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or any Unit Owners, their tenants or visitors.

11.3 Fidelity Insurance. If the Board of Directors of the Association affirmatively elects, the Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty (50%) percent of the Association's annual operating expenses and reserves.

11.4 Administration. Any and all premiums associated with the insurance purchased by the Association shall be a Common Expense. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from insurance carriers licensed or permitted to do business in the State of Wisconsin.

11.5 Unit Owner's Insurance. Each Unit Owner shall maintain adequate property and liability insurance for the Unit Owners' respective Unit, including, without limitation, coverage for all buildings, improvements, fixtures, furniture, equipment and personal property located within his, her, its or their Unit. Unit Owners shall, upon request, provide the Association with certificates of insurance evidencing the required coverage. All policies must be issued by insurance carriers acceptable to the Association and licensed to do business in the State of Wisconsin. The Association's approval shall not be unreasonably withheld.

ARTICLE XII **INTENTIONALLY OMITTED**

ARTICLE XIII **EMINENT DOMAIN**

In the event of a taking of all or any portion of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes, shall control; provided, however, the affirmative vote of at least fifty-one (51%) percent of the first Mortgagees, calculated on a per-Unit basis, shall also be required in order to partition the Condominium; and provided, further, if Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

ARTICLE XIV **COMMON EXPENSES**

14.1 Liability of Unit Owner. Each Unit Owner (other than the Declarant) shall be liable for the share of expenses of the Association assessed against such Unit Owner's Unit. These expenses (a "Common Expense" or "Common Expenses") shall be allocated among the Units in the percentages specified in Section 5.4 above except that charges may be specifically allocated to

particular Units by the Association, or by separate agreement among the Unit Owners, based on the benefit to the Unit Owner of the cost or expense involved or on the usage, fault or negligence or other factors affecting the deterioration or damage of or to Units or Common Elements. Pursuant to Section 703.16 of the Act, during the period of Declarant Control, any Unit owned by the Declarant is exempt from assessments for Common Expenses until the Unit is sold. Notwithstanding the foregoing, the total amount assessed against Units that are not exempt from assessments may not exceed the amount that equals the non-exempt Unit's budgeted share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget. The Declarant is liable for the balance of the actual Common Expenses.

14.2 Enforcement. The assessments for Common Expenses, together with such interest as the Association may impose pursuant to the By-Laws for delinquencies and the costs of collection and reasonable attorneys fees, constitute a lien on the Units against which they are assessed, except as otherwise provided in Section 14.5 below. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16 of the Act.

14.3 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.165 of the Act has been filed against a Unit, the Association may, upon notice to the Unit Owner, suspend the voting rights of the delinquent Unit Owner.

14.4 Unit Sale; Reserve Fund. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a Statement of Condominium Lien covering the delinquency shall have been recorded prior to the transfer. In addition to regular assessments, the Association shall have a right to specially assess each Unit annually to fund (i) maintenance to the Common Elements, including snow removal, and (ii) a reserve fund, in such amounts as determined by the Association.

14.5 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. Such lien shall be subordinate to any first (1st) priority mortgage. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney's fees. The lien may be recorded in the Dane County Clerk of Court's office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner by disclaiming use of the Common Elements. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he, she, it or they shall pay the reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among or between Unit Owners, the Association, the Declarant, or combination thereof. Rather, the Unit Owner shall timely pay all assessments pending resolution of any dispute.

14.6 Installment Payment. Except for items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of an annual maintenance fee determined by a budget of Common Expenses prepared by the Board, which budget may include a reserve fund for long-term maintenance and replacement items. Special assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Association may determine.

14.7 Negligence of Owner. If, due to the negligent or intentional act or omission of a Unit Owner, or a member of his family or household pet, or of or to a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, subject to the rules, regulations and By-Laws of the Association.

ARTICLE XV **AMENDMENTS**

This Declaration may be amended pursuant to Section 703.09 of the Act, except that no amendment, termination or other modification to the provisions of the first sentence of Section 7.1, or any of the provisions of Section 20.10(N), Section 20.10(P), Section 20.10(Q), Section 20.10(R), Section 20.4, Section 21.12, Section 21.20(B), Section 21.20(C)(i), Section 21.20(C)(ii), Section 21.20(C)(iv), Section 21.23(iii), Section 21.24(C), Section 21.24(D), Section 21.24(I), or Section 21.24(J) shall be effective unless approved in writing by the Town of Verona.

ARTICLE XVI **NOTICES/REGISTERED AGENT**

The Registered Agent obligated to receive service of process for the Condominium or the Association shall be Raymond Management Company, Inc., 4601 Frey Street, Suite 400, Madison, WI 53705 or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

ARTICLE XVII **REMEDIES**

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, the Association's By-Laws, the Articles of Incorporation or with any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by such failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred and no/100ths dollars (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all reasonable attorneys' fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit

Owner in violation and may be assessed against such Unit Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

ARTICLE XVIII **EASEMENTS**

Easements are reserved over, through, across and underneath the Common Elements and Units for ingress and egress and for the presence, installation, maintenance, repair and replacement of present and future cluster mailbox unit(s) and utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm water drainage pipes, electrical wires, television wires, computer cables, security wires, street lights, traffic signals and signs, appurtenances thereto and the like, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant, the Association and the Unit Owners. Easements for ingress and egress are reserved to the Association in, over, across and under the Units for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from the use of such easements. Easements for decoration are reserved to Unit Owners over and into the surfaces of the Common Elements, provided such use does not impair the structural integrity of the Condominium.

ARTICLE XIX **INTENTIONALLY OMITTED**

ARTICLE XX **ARCHITECTURAL CONTROL COMMITTEE AND RESTRICTIONS**

20.1 Membership. Declarant shall establish the Committee consisting of three (3) members. So long as Declarant has title to any Unit, the Committee may be appointed by Declarant. After Declarant no longer has title to any Unit within the Plat, the initial members of the Committee shall resign and the Association shall elect three (3) Unit Owners to serve on the Committee. At any time, Declarant may elect to surrender the selection of the members of the Committee to the Association. If the Declarant or the Association shall fail to appoint members to the Committee, the Board shall so act.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The Committee appointed hereunder shall serve for the time period specified in paragraph 20.10 below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

20.2 Architectural Control. No structure, whether residence, accessory building, tennis court, swimming pool, antenna, flag pole, fence, wall, landscaping or other improvements, (whether located in a Unit or Common Elements), including exterior colors and materials to be

applied to said improvements, shall be constructed, maintained or performed upon any Unit or Common Element, and no alteration or repainting of the exterior of a structure shall be made unless complete plans, specifications and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Said plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, and the grading plan. A copy of such plan specifications and plot plans as finally approved shall be deposited with the Committee.

20.3 Plan Review. The Committee shall review said plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation.

20.4 Procedure.

A. The Committee may charge a "request for action" or "approval" fee not to exceed \$50.00 for each request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied.

B. A submission will not be complete, and the thirty (30)-day approval time set forth above, shall not commence until all documents required herein have been submitted. All such submissions shall be made to the Committee at the address set forth in this Declaration or to such other address that the Committee may designate.

C. The Committee shall have the sole right to reject any plans which, in the judgment and sole opinion of a majority of its members are not in conformity with this Declaration; or are not desirable for aesthetic reasons; or are not in harmony with buildings located on the surrounding neighborhoods; or are not in conformity with the general purposes of this Declaration.

D. The Committee shall exercise its sole approval authority and discretion in good faith and each Unit Owner, by acceptance of a deed to, or any other interest in, a Unit, agrees to hold the Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

E. The Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as common expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

20.5 Separate Town Approval. Matters which require approval of the Committee may also require approval of the Town of Verona. Obtaining approval from the Committee and the Town of Verona is solely the responsibility of the Unit Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the Town of Verona and approval by the Town of Verona shall not be deemed approval by the Committee.

20.6 Records. Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address:

Frostwood Valley Condominium
Architectural Control Committee
4601 Frey Street, Suite 400
Madison, WI 53705

20.7 Committee Liability. Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any Unit Owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

20.8 Indemnification. Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Expense. Nothing in this Section 20.8 shall be deemed an indemnification of such person with respect to such person's status as Unit Owner, occupant or otherwise.

20.9 Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Declaration if the Committee finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Unit Owner or if the proposed Unit improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other properties in the development. Notwithstanding the foregoing, no variance to the first sentence of Section 7.1, or to Section 20.10(N), Section 20.10(P), Section 20.10(Q), Section 20.10(R), Section 20.4, Section 21.12, Section 21.20(B), Section 21.20(C)(i), Section 21.20(C)(ii), Section 21.20(C)(iv), Section 21.23(iii), Section 21.24(C), or Section 21.24(D) shall be effective unless also approved in writing by the Town of Verona.

20.10 Restrictions. The following restrictions shall apply to all Units:

A. The exterior walls of any Dwelling shall be constructed of brick, stone, stucco, redwood or cedar siding, James Hardie fiber cement siding, LP Smartside, Vesta Steel Siding, Longboard Architectural Siding, Aluminum Composite Material (ACM) panels, or similar products, or a combination of the foregoing materials. Aluminum siding and prefabricated metal (other than the products noted in the prior sentence), concrete block, structural concrete, T I-11, and vinyl siding shall not be permitted. There shall be a uniform and complimentary use of building materials on all four sides of the Dwelling.

B. Direct vent fireplace enclosures may not be placed on the exterior of the Dwelling unless the enclosure terminates under an uninterrupted soffit and is placed on the rear of the Dwelling or behind an offset in the Dwelling so as not to be visible from the front yard. Fireplace flues/chimneys that run through the roof are to be enclosed with brick or complimentary siding material.

C. Brick or stone veneer is required to be placed on the exposed portions of the foundations on the front and both sides of the Dwelling (excluding a gap of up to 6" between the ground and the bottom of the siding).

D. Fascia shall be a minimum of 10" in width unless the COMMITTEE, in its sole discretion, gives approval for a lesser width. Fascia shall be of cedar, redwood, James Hardie fiber cement board, LP Smartside, Vesta steel, Longboard Architectural, or similar product. Aluminum fascia (other than the products noted in the prior sentence) and vinyl fascia will not be permitted.

E. Soffits may be aluminum, wood, fiber cement board, or stucco.

F. Roofing shall be architectural type shingles, slate, tile, standing seam metal, or wood shakes. The panel width of metal roofs must be at least 16" on center. Other types of shingles or roofing materials may be permitted with COMMITTEE approval, in its sole discretion. 3-tab shingles are not permitted. Unit Owners must obtain prior written approval from the COMMITTEE as to the color and type of the roofing materials.

G. Plumbing vents, HVAC vents, and roof vents, unless continuous ridge vents, shall be placed in locations that are not visible from the street adjoining the front yard. HVAC condensing units are not permitted on the front side of the Dwelling.

H. All Dwellings shall have a minimum roof pitch of 6 to 12, unless the COMMITTEE, in its sole discretion, give prior written approval for a different pitch such as, for example, roofs for prairie style homes.

I. Proposed colors of siding, trim, and roofing shall be submitted to the COMMITTEE for approval. The colors of siding, trim, and roofing shall be coordinated to achieve an aesthetic combination for the Dwelling.

J. Each Dwelling shall have a minimum of the following floor area finished living space:

a. Single-story houses shall have no less than 2,300 square feet.

b. Two-story houses shall have no less than 3,000 square feet.

c. For the purposes of determining floor area, stair openings shall be included but open porches, screen porches, garages, basements, and below-grade levels, even if finished, shall be excluded. The measurement to determine the amount of floor area is within the sole discretion of the COMMITTEE.

d. The COMMITTEE shall have the power in its sole discretion to grant variances to the minimum floor area requirements where the architecture, quality and other attributes of the proposed Dwelling are in harmony with and represent an appearance compatible with other Dwellings in the Condominium.

K. No Dwelling shall have a building height in excess of 35 feet above grade as defined by the Dane County Zoning Ordinance.

L. Placement of mailboxes are subject to the rules of the United States Postal Service. The Plat shall include clustered mailboxes as required by the United States Postal Service placed in locations permitted by the United States Postal Service. The Declarant will provide the clustered mailboxes at a central location and initially designate the model and manufacturer of the mailboxes. installed at each location.

M. Garages. Unless otherwise approved by the COMMITTEE, all Dwellings must have an attached garage that contains not less than three (3) automobile stalls and no more than five (5) automobile stalls. Side facing garage doors are encouraged. Exceptions will be considered based on individual Unit locations. All of the garage doors shall be a uniform height, not to exceed 9 feet, unless otherwise approved by the COMMITTEE.

N. Driveways. Unit 1, 4, 5, 7, and 8 shall limit driveway access locations per the Plat. Driveways may be of concrete or brick.

For concrete or brick driveways built after the surface asphalt is placed, the concrete or brick may extend to the edge of the street pavement and must match the surface asphalt elevation. Concrete driveways built at this time and extended to the street pavement edge shall be built with a control joint five feet from the asphalt roadway edge.

The driveway must be built in such a manner that when in its final state the driveway conforms to all requirements of the Town of Verona's Driveway Ordinance.

Each Unit Owner shall install the Unit Owner's driveway prior to occupancy of such Unit Owner's Dwelling, unless not permitted by weather conditions. If weather conditions

delay completion of a driveway, the driveway shall be completed as soon as weather permits. A Unit Owner will be required to cause a culvert to be installed as part of the driveway construction if such driveway crosses an established or proposed swale, ditch or drainage way.

O. Surface Elevations. The Declarant has constructed or will construct certain drainage swales and ditches in the Condominium. The Condominium also contains natural drainage ways. These swales, ditches and drainage ways are referred to as the "Drainage System." No Unit Owner may alter the Drainage System without the prior written consent of the COMMITTEE. No Unit Owner shall change or cause to be changed the surface elevation, grade, or drainage pattern to surrounding Units or Common Elements. The Declarant shall have the right at any time to grade or regrade the Units to accommodate, alter, or establish drainage flows. The Declarant shall not be liable to any Unit Owner for the drainage system or any such grading or regrading.

P. Stormwater Management. The Owner of each Unit shall direct all downspouts onto absorbent, permeable surfaces of the Unit. Each unit will be allowed impervious surfaces, including buildings, driveways, sidewalks, stone pathways, patios, etc., totaling up to 20% of the total area of the Unit without the need for additional stormwater management measures. Proposed impervious surfaces beyond the allowed 20% will require additional stormwater mitigation meeting Town and County requirements. Unit Owners will be required to secure approvals from the Town of Verona and Dane County, as well as from the Condominium Architectural Control Committee, as applicable.

Q. Wells. Any well located on a Unit shall be located in accordance with plans approved by the COMMITTEE. During construction of a well, the Unit Owner and Unit Owner's contractor shall not discharge any drilling mud or cuttings into any roadside ditch, natural drainage way, or other improved drainage way. If any such discharge occurs, the Unit Owner at the Unit Owner's expense shall promptly restore such roadside ditch or drainage way to its original condition.

R. Septic System. The Association and authorized persons shall have access to private wells and septic systems for inspection. The preferred location for septic systems is behind the home or with appropriate screening.

S. Variances. Subsection to Section 20.9, the COMMITTEE shall have the right, in its sole discretion, to grant variances to any of the covenants and restrictions in this Section 20.10, except that variances may not be granted with respect to subsections N and Q of this Section 20.10. In all other instances, the COMMITTEE shall act in its discretion in granting approvals or variances, subject to governmental rules or regulations, and all such approvals or variances shall be in writing. Any approvals or variances granted hereunder shall not be deemed a precedent or basis for any future requests.

ARTICLE XXI

GENERAL

21.1 Utilities. Each Unit Owner shall pay for their cable television, telephone, electrical, gas, and other utility services which are separately metered or billed to each user by the respective utility company provider. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses except as may be otherwise provided under Section 14.1 hereof.

21.2 Encroachments. If any portion of a Unit or Common Element encroaches upon another, an easement for the encroachment and for its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units or Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

21.3 Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept except in a fully enclosed garage. The exterior storage of boats, trailers, onsite mini storage containers, onsite storage PODS, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation, **"Equipment"**), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed forty-eight (48) hours is permitted. No commercial vehicles, including trucks, semi-trailers, trailers or vans may be stored or parked overnight on or in front of said Units except in an enclosed garage.

21.4 Nuisances. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Units and/or improvements.

21.5 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be allowed at any time as a residence, either temporarily or permanently.

21.6 Signs. No commercial or business sign of any kind shall be displayed on any Unit except (i) one sign of not more than six square feet advertising the Unit for sale during the hours of open house showings only, or (ii) signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.

21.7 Garbage And Refuse Disposal. No Unit or Common Element shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Common Element. Garbage cans, garbage bags or recycle bins must be kept in enclosed garage and not stored outside. Note: Please check with the municipality as to the length of time garbage cans, garbage bags or recycle bins may remain at curb side prior to and after collection.

21.8 Outbuildings. No outbuilding, shed or accessory building of any nature shall be erected unless approved by the COMMITTEE. Any such permitted structure shall adhere to the Town of Verona and Dane County ordinances.

21.9 Antennae/Wind Powered Electric Generators. No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Unit without prior written approval of the Committee.

A. Appropriate antennae or satellite dish placement:

1. Only one antennae or satellite dish shall be allowed per Unit.
2. Antennae or satellite dish shall be placed in rear yards or on the rear roofline of the Unit and shall not be visible from curb directly in front of the Unit.
3. Antennae or satellite dish shall not project past the upper most roof ridgeline.

B. Inappropriate antennae or satellite dish placement:

1. Antennae or satellite dish in front or side yards shall not be permitted.
2. Antennae or satellite dish shall not interfere with utility equipment.

21.10 Firewood Storage. No firewood or woodpile shall be kept outside a structure.

21.11 Solar Collectors. Except to the extent that this Section 21.11 is in conflict with applicable law, no active solar collector or apparatus may be installed on any Unit unless such installation is first approved in writing by the COMMITTEE, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred. No ground mounted Solar Collectors within a unit is allowed.

21.12 Lighting. Exterior lighting installed on any Unit shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Units. All exterior lighting is subject to the Town of Verona Dark Sky Ordinance.

21.13 Pet Rules and Regulations.

A. Livestock, rabbits, poultry, birds, and bees shall not be kept in any Unit or in any part of the buildings of which the Units are a part, nor on patios, decks, or upon any Common Elements or other part of the Condominium. No more than 3 household pets may be kept by Unit Owners within the improvement intended for occupancy (a “**Dwelling**”) on a Unit, but shall not be maintained for breeding purposes. For the purposes of keeping pets, the term

“Dwelling” shall not include a patio or deck. No household pet may be kept on a permanent basis outside of a Dwelling.

B. Dogs and cats shall be carried or kept on a leash at all times when not in the Units. Household pets shall not be permitted to commit or cause a nuisance or any unreasonable disturbance. Invisible fences are permitted with COMMITTEE approval.

C. Pets shall not be left unattended in any portion of the Common Elements. Unit Owners are responsible for immediate clean-up of their pets, regardless of the circumstances.

D. Unit Owners are peculiarly liable for any damage to the Common Elements and other property of the Association or the property of other Unit Owners and any of their guests or invitees including but not limited to carpeting, doors, walls, plantings or lawns committed or caused by their pets.

21.14 Invalidity of a Provision. If any of the provisions of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, or of any rules and regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

21.15 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, the By-Laws, the Condominium Plat or any rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

21.16 Lease of Units. As a general rule each Unit shall be occupied by the Unit Owner. No person shall have the right to purchase a Unit with the intent to lease the Unit to third parties unless the same is purchased by a child/(children) for occupancy by a parent(s) for estate planning purposes of the parent(s), and then only to be occupied by such parent(s) providing that the child/(children) so purchasing shall notify the Association in writing of said intended ownership, purpose and occupancy with a certificate stating the name of the parent(s) and that the same is for such estate planning purposes. If, subsequent to a Unit Owner's purchase and occupancy of the Unit, the Unit Owner wishes to lease the Unit as a result of the Unit Owner's illness, temporary relocation for purposes of employment or other similar reason, the Unit Owner may lease the Unit, but only upon compliance with the following conditions:

A. Any lease shall be in writing;

B. Before executing any lease, the Unit Owner shall submit the proposed form of the lease to the Association, together with a written statement to the Association stating the reason why the Unit Owner needs to lease the Unit (the “**Statement**”); and

C. The Unit Owner shall not rent to more than one (1) tenant(s) during any period of twelve (12) consecutive months.

The Association shall approve the lease if the Association, in its reasonable judgment, believes the Unit Owner has an acceptable reason(s) for entering into the lease. However, if the Association, in its reasonable judgment, does not believe the Unit Owner has an acceptable reason for entering into the lease, the Association shall refuse consent to the leasing of the Unit and the Unit Owner shall not lease the Unit. The Association shall be irrevocably presumed to have consented to any lease if it does not give the Unit Owner written notice of the Association's refusal of consent within ten (10) business days after the Association receives the Unit Owner's proposed lease and Statement. If the Association withholds consent, it shall give the Unit Owner written notice of the reason(s) for the Association's decision.

Any Unit Owner whose leasing of a Unit has been approved shall furnish a true and correct copy of the lease to the Association and shall inform the Association of the names of all persons who will occupy the Unit under the lease. No lease shall be effective until the Unit Owner furnishes a copy of the lease and the names of all such occupants to the Association.

Notwithstanding the above listed procedure for the leasing of Units, the Declarant shall maintain its right to lease unsold Units, unrestricted by any leasing restrictions and limitations set forth in this Declaration, which Declarant's right to lease shall continue for so long as Declarant owns any Units in the Condominium.

21.17 Limitation on Enforcement of Some Conditions. No covenant, condition or restriction set forth in this Declaration and no by-law, rule or regulation adopted by the Association pursuant to the authority granted to the Association pursuant to this Declaration or the Association's Articles of Incorporation, By-Laws or rules and regulations may be applied to discriminate against any individual in any manner described in Section 106.04, Wisconsin Statutes, or as described in any other local, state or federal statutes, ordinances, regulations and rules.

21.18 Parade of Condominiums. So long as Declarant shall own any Unit, Declarant reserves the right to submit Units as a site for any parade of condominiums (the **"Parade of Condominiums"**) if such event exists in the municipality or county in which the Condominium is located. In the event that some or all of said Units are selected as a site for such a Parade of Condominiums, this Declaration shall, as to the Units enrolled in the Parade of Condominiums, for a limited period of time terminating 48 hours after the conclusion of the Parade of Condominiums, be deemed temporarily altered and modified, to the extent necessary, to permit the Parade of Condominiums in this Plat pursuant to the then current Parade of Condominiums rules. All purchasers of Units, and/or their successors and assigns, shall take title subject to this specific reservation by the Declarant and shall waive all rights to object to violations of this Declaration by the Declarant, or any of the builders or participants in the Parade of Condominiums for the period of the Parade as set forth above, and the closing of any public or private streets in the Parade of Condominiums area. All Unit Owners appoint the Declarant as their attorney-in-fact to execute all necessary petitions, applications and/or consents to facilitate said street closings for the Parade of Condominiums.

21.19 Rights of First Mortgagees. Any first lien mortgagee and guarantor (but only to the extent that the Unit Owner provides the Association with the current mailing address of any guarantor) shall be provided with written notice within fifteen (15) days of any of the following

events: a) any condemnation or casualty loss that affects a material portion of the Condominium or the Unit securing its mortgage; 2) any sixty (60) day delinquency in the payment of assessments owed by the Unit Owner securing its mortgage which remains uncured after sixty (60) days; 3) a lapse, cancellation or material modification of any insurance policy maintained by the Association; 4) any proposed action which would require the consent of mortgagees pursuant to the Act, the Declaration or By-Laws. A mortgagee (or someone taking title through such mortgagee) acquiring title to a Unit following a Unit Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the mortgagee's acquisition of title to the Unit. A mortgagee (or someone taking title through such mortgagee) acquiring title to a Unit following a Unit Owner's default under the mortgage shall be responsible for all assessments appurtenant to such Unit accruing on or after acquiring title to the Unit.

21.20 Easements and Private Roads.

A. An easement is reserved over, through, and underneath the ten (10) feet of each Unit that abuts the private roads labeled as Flagler Avenue and Pine Club Lane on the Condominium Plat (collectively, the **"Private Roads"**) for the installation, maintenance, repair and replacement of present and future utility services, including, without limitation, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable and security wires (the **"Utility Easement"**). The Private Roads are identified as CE 3 on the Condominium Plat. The maintenance, repair and replacement of any utility within the Utility Easement that benefits all of the Units shall be the obligation of the Association, and such costs shall be Common Expenses. Any installation, maintenance, repair, or replacement of any utility that benefits less than all of the Units shall be an expense shared by the Units that benefit from such installation, maintenance, repair, or replacement. Easements for ingress and egress are reserved for the Association and Unit Owners in, over, and under the Units and Common Elements for the purpose of making any repairs or replacements to the utilities in the Utility Easement. The party (for example, the Association or the specific Unit Owner(s) as the case may be) responsible for the installation, maintenance, repair, or replacement of any utilities in the Utility Easement shall be responsible for any damage resulting from such work and shall return the Utility Easement to the same condition that existed prior to commencement of such work.

B. The Private Roads are Common Elements for vehicular, bicycle and pedestrian ingress and egress between each Unit and Fitchrona Road for the use of the Unit Owners and their invitees. The Association shall have the right to grant easements for the use of the Private Roads as the Association deems necessary or desired in its sole discretion. The maintenance, repair and replacement of the Private Roads shall be the obligation of the Association, and such costs shall be a Common Expense. An easement for ingress, egress, staging and grading is reserved to the Association in, over, and under the fifteen (15) feet of each Unit that abuts the Private Roads for the purpose of maintenance, repair and replacement of the Private Roads. The Private Roads are intended to remain private and no dedication to the public shall occur other than by written agreement between the Town of Verona and the Association. The Association shall be responsible for any damage resulting from such work and shall return any Unit to the same condition that existed prior to the commencement of such work. If the Association fails to maintain the Private Roads, the Town of Verona may complete the necessary maintenance, repair and/or replacement of

the Private Roads, and charge all costs as a special charge to either the Association or an equal share to each Unit Owner.

C. Unless subsequently modified, expanded, or limited by the Association, the following default regulations shall apply to the Private Roads:

(i) The default speed limit on the Private Roads shall be twenty-five (25) miles-per-hour.

(ii) Subject to Section 21.20(C)(iii) below, only temporary parking of less than twelve (12) hours is allowed on the Private Roads. There shall be no parking, stopping or standing allowed on any portion of the Private Road when such parking, stopping, or standing would obstruct traffic.

(iii) No person shall park a motor vehicle, trailer, or any other movable equipment on the Private Roads between 12:00 midnight and 6:00am central time from November 15 to April 1 of each year except that vehicles may be parked on the even numbered side of the Private Roads between such times on even-numbered days of the month, and on the odd numbered side of the Private Roads on odd-numbered days of the month.

(iv) The Town of Verona is hereby given the authority to enforce the traffic and parking restrictions and regulations set forth in this Section, and any other subsequent restrictions and/or regulations adopted by the Association. If any governmental entity succeeds to the regulatory authority of the Town of Verona by any means, such succeeding governmental entity shall have the same regulatory authority as the Town of Verona hereunder.

21.21 Firearms and Hunting. No person shall discharge a firearm within any Unit or on any Common Element. There shall be no hunting or trapping upon any Unit or Common Element.

21.22 Fireworks. The use of fireworks is subject to the Town of Verona fireworks ordinance. Each Unit Owner shall review the applicable Town of Verona ordinance before the use of any fireworks. Use of explosive fireworks is not allowed on any Unit or Common Element.

21.23 Stormwater Management.

(i) Stormwater Drainage. The Association shall install, maintain, repair and replace all present and future stormwater drainage and management facilities on the Common Elements as shown on the Plat (the “**Stormwater Drainage Facilities**”). After completing any installation, maintenance, repair or replacement of the Stormwater Drainage Facilities, the Association shall return the affected areas to a condition consistent with the character of the Condominium.

(ii) Stormwater Easement. Each Unit shall have a perpetual, non-exclusive easement on, over, across, and through the other Units and the Common

Elements for stormwater drainage to the Stormwater Drainage Facilities consistent with any applicable stormwater plan. It is the intent this provision be limited to allow for the reasonable stormwater drainage of the Units consistent with the natural stormwater drainage patterns and stormwater management plan of the Condominium.

(iii) Stormwater Management. The Association shall maintain all of the Stormwater Drainage Facilities whenever necessary to maintain the functioning of the Stormwater Drainage Facilities according to their design specifications. In the event that the Town of Verona sends written notice to the Association requiring that the Association complete necessary maintenance of the Stormwater Management Facilities, and the Association fails to complete the necessary maintenance within thirty (30) days from the date of mailing of such notice by the Town of Verona, then the Town of Verona may complete the necessary maintenance of the Stormwater Management Facilities and charge all costs as a special charge either to the Association or an equal share to each Unit Owner.

21.24 Landscaping. All Unit Owners shall submit a landscaping plan to the COMMITTEE for approval prior to commencement of construction of a Dwelling. The landscaping plan shall show trees, bushes, planting beds, walkways, retaining walls and any other landscaping features. Unit Owners are encouraged to use native trees, shrubs, and flowering plants in their landscaping. The following guidelines shall be followed:

A. Landscape plans shall be developed to enhance the ambience of the Lot. The plan should pay particular attention to streetside foundation plantings and should adapt to the surrounding topography of the Lot. The landscape plan for each Lot shall achieve a minimum of 700 landscaping points as determined by the following point schedule:

Landscaping Element and Point Value:

Canopy Tree:

A tree caliper of 2 to 3 inches measured at 18 inches above the soil level: 125

A tree caliper of 3 to 4 inches measured at 18 inches above the soil level: 150

A tree caliper greater than 4 inches measured at 18 inches above the soil level:
200

A tree caliper of 1 to 2 inches measured at 18 inches (i.e., Crab, Hawthorn): 100

Evergreen Tree:

4 feet to 6 feet in height from the base of the trunk: 100

Prairie Plantings:

250 square-feet minimum: 150

Large Deciduous Shrubs:

3-year transplant = 36-inch minimum measured from the base of the trunk: 20

Small Deciduous Shrubs:

3-year transplant – 18-inch minimum measured from the base of the trunk: 10

Decorative Wall (rock, brick per face foot): 5

A current list of approved/preferred trees is maintained by the COMMITTEE and shall be provided to Unit Owners upon request. Additions and subtractions to the approved/preferred tree list shall be governed by the COMMITTEE. The planting of black walnut trees will require the prior location approval by the COMMITTEE, as they can kill shrubs and other plantings. Any such trees not included in the list and shown on the landscape plan or planted on a Unit are subject to COMMITTEE approval.

B. Except in such cases that are beyond the control of the Unit Owner, all plantings required to be placed upon the Unit shall be planted within sixty (60) days of occupancy of the Dwelling or upon completion of construction, whichever comes first, except that sodding, seeding, and planting new vegetation shall not be required during any weather conditions that restrict the ability to complete the planting or threaten the viability of the new vegetation.

C. No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities, or which may alter the direction or impede the flow of surface water in drainage channels within the easement.

D. No Unit Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to either: (i) impede the flow of surface water from other Units through such swale or drainage way; (ii) change the directional flow of stormwater, or (iii) interfere with the drainage of stormwater as provided for under any stormwater management plans approved by the Town and the County (the plans may be obtained from the Declarant or from the Dane County Land and Resources Department).

E. Front and side yards must be sodded; provided, however, the COMMITTEE may permit the front yard and side yard to be seeded when weather conditions permit and appropriate, alternative materials, and practices are employed. Alternatively, the compost blanket seeding method for terrace, front yards, and side yards is permitted. Rear yard areas that are not sodded must be seeded.

F. The maintenance of the lawns, plantings and yard areas is the responsibility of the Unit Owner. The Unit Owner shall also mow and maintain the lawn and ditch area in the street right-of-way immediately adjacent to the Unit Owner's Unit. Any trees or shrubs which die shall be removed by the Unit Owner and replaced with a like variety of the same size as the original plant at the time of planting so as to maintain the original landscaping elements. Modifications to the original landscape elements shall be approved by the COMMITTEE. All lawns shall be free from noxious weeds.

G. There shall be no chain link, vinyl, plastic or shadow box fences allowed. Other architecturally appropriate fencing may be approved by the COMMITTEE. As part of this consent, the COMMITTEE may require the installation and maintenance of landscape materials or plantings for screening and esthetic purposes. If requested by adjacent landowners, for any Unit which abuts upon or is adjacent to any land used for agricultural, fanning or grazing purposes, the Unit Owner, at its sole cost and expense and in equal shares with the adjacent landowner(s) requesting fence, shall erect, keep and maintain partition fences so long as either party continues to so occupy the lands, satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence between such land and the Unit. The occupants of the lands may agree to the use of markers instead of fences. Such fences or markers shall be kept in good repair.

H. As dictated by the stewardship plan for the Condominium (the **"Stewardship Plan"**), certain areas of the Common Elements shall be maintained as natural areas. The Association shall establish a stewardship committee made up of Unit Owners which shall be charged with following and implementing the Stewardship Plan, including the completion of all required maintenance.

I. The COMMITTEE shall have the right to grant variances to any of the covenants and restrictions set forth in this Section 21.24, except no variances may be granted with respect to subsections C or D of this Section 21.24.

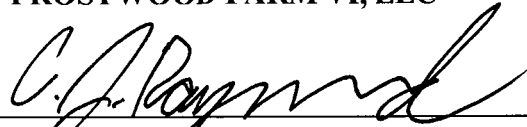
J. In addition to any other rights granted to the Town of Verona under this Declaration or by law, the Town of Verona shall have the right to enforce the provisions of the first sentence of Section 7.1, and all of the following: Section 20.10(N), Section 20.10(P), Section 20.10(Q), Section 20.10(R), Section 20.4, Section 21.12, Section 21.20(B), Section 21.20(C)(i), Section 21.20(C)(ii), Section 21.20(C)(iv), Section 21.23(iii), Section 21.24(C), Section 21.24(D), and Section 21.24(I).

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the 17th day of July, 2025.

DECLARANT

FROSTWOOD FARM VI, LLC

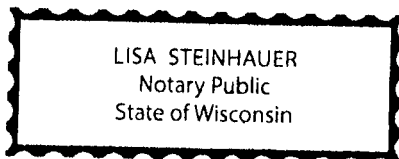
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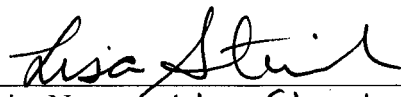
Print Name: C.J. Raymond

Print Title: Manager

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this 17th day of July, 2025, the above named C.J. Raymond, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.




Print Name: Lisa Steinhauer
Notary Public, State of Wisconsin
My Commission expires: 09-20-2029

THIS DOCUMENT DRAFTED BY:

Attorney Timothy F. Umland
Paradise, Van Note and Umland LLC
725 Heartland Trail, Suite 300
Madison, WI 53717

EXHIBIT "A"

Legal Description of Land Subject to Declaration

Being a part of Lot 2, Certified Survey Map, No. 7731 as recorded in Volume 40, Certified Surveys, page 250 as Document No. 2659856 located in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 13, Town 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, described as follows:

Commencing at the Southeast corner of Section 13;
thence North 01°00'09" East along the East line of the Southeast Quarter of Section 13, 1,319.79 feet to the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 13;
thence South 89°23'33" West, 33.01 feet to the point of beginning;
thence South 89°23'33" West along the South line of the Northeast Quarter of the Southeast Quarter of Section 13, 1,271.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of Section 13;
thence North 00°56'57" East along the West line of the Northeast Quarter of the Southeast Quarter of Section 13, 1,321.95 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 13;
thence North 89°32'54" East along the North line of the Northeast Quarter of the Southeast Quarter of Section 13, 699.79 feet;
thence South 45°58'44" East, 52.04 feet;
thence South 85°45'19" East, 225.72 feet;
thence North 27°38'18" East, 154.93 feet to a point on the South right-of-way line of Tonto Trail;
thence North 89°51'54" East, 239.89 feet to a point on the West right-of-way line of Fitchrona Road;
thence South 00°57'07" West along the West right-of-way line of Fitchrona Road, 78.26 feet;
thence South 01°00'09" West along the West right-of-way line of Fitchrona Road, 1,320.71 feet to the point of beginning.
Containing 1,688,387 square feet, (38.76 acres), more or less.

Tomas A. Toro-Santos
Professional Land Surveyor, No. 3034-8
G & A Job No. 224-89
Dated: March 14, 2025

EXHIBIT "B"

Condominium Plat

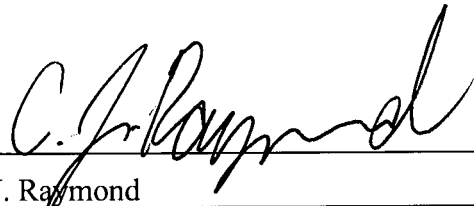
[Attached.]

Please be advised that the Delcarant hereby directs viewers to ignore the printed text material on the maps and floor plans attached to this Exhibit "B." Only the spacial relationships of the illustrators on the maps and floor plans are being presented for your information.

DECLARANT

FROSTWOOD FARM VI, LLC

By: _____

A handwritten signature in black ink, appearing to read "C.J. Raymond", is written over a horizontal line.

Print Name: C.J. Raymond

Print Title: Manager