

DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS,
AND EASEMENTS FOR SUGAR
RIVER VISTA

Hilda's Pies, Inc., a Wisconsin corporation, Sweetwater V, LLC a Wisconsin limited liability company, Sugar River Investors I, LLC and Firefly Ridge LLC a Wisconsin limited liability company (collectively the "Declarants"), being the owners of the real estate in the Town of Verona, Dane County, Wisconsin, which has been platted as Outlots 1 through 9, inclusive, and Lots 1 through 59, specifically excluding Lots 16, 34, 35, 58 and 59, and also excluding any future subdivision of said lots, of the Plat of Sugar River Vista, located in the Town of Verona, Dane County, Wisconsin, as further described on Exhibit A attached hereto (the "Property"), hereby declare that the Property is and shall remain subject to the following covenants, restrictions, conditions, and easements, and that all such Lots and Outlots are and shall be held, sold, occupied, conveyed, and transferred subject to the covenants, restrictions, conditions, and easements set forth in this Declaration.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

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Name and Return Address

Matthew C. Carlson, Esq.
Carlson Black O'Callaghan & Battenberg
LLP
222 W. Washington Ave., Ste. 360
Madison, WI 53703

See Exhibit A

Parcel Identification Number (PIN)

**ARTICLE 1
DEFINITIONS**

The following definitions shall apply to this Declaration:

"ACC" is the Architectural Control Committee established pursuant to Article IV.

"Association" is the Sugar River Vista Homeowners Association, Inc.

"Board" is the board of directors of the Association.

"Bylaws" are the bylaws of the Association.

"Declarants" shall have the meaning as set forth in the opening paragraph above.

"Developer" is Sugar River Vista, LLC a Wisconsin limited liability company, for the development of the Hilda's Pies lots: Sweetwater V, LLC for the development of its lots: and Firefly

Ridge LLC for the development of its lots. It is understood and agreed that all Developers named herein shall serve on the ACC together, until control passes to the Association as further set forth herein. See Exhibit A for current ownership.

"Improvement" or "Improvements" include any buildings, driveways, decks, patios, pools, utilities, septic systems, wells and all other structures of every kind and description.

"Lot" or "Lots" are the lots 1 through 59, excluding lots 16, 34, 35, 58 and 59, and any successors to said lots of the Plat.

"Outlot" or "Outlots" are Outlots 1 through 9 of the Plat.

"Owner" is the person or persons owning the fee simple title to a Lot, except that if a Lot has been sold on land contract, the Owner shall be the person or persons named as the purchaser in the land contract.

"Plat" is the Plat of Sugar River Vista.

"Property" shall have the meaning as set forth in the opening paragraph above.

"Subdivision" is Outlots 1 through 9, inclusive and Lots 1 through 59, excluding Lots 16, 34, 35, 58, and 59, including future subdivision of said lots, of the Plat of Sugar River Vista located in the Town of Verona, Dane County, Wisconsin.

"Stewardship Plan" is the document attached as Exhibit E, which details the way certain of the Outlots are to be maintained.

"Stewardship Committee" shall be a committee of Owners tasked with ensuring that the Stewardship Plan's required maintenance is carried out.

"Town" is the Town of Verona, Dane County, Wisconsin.

ARTICLE 11 PROPERTY SUBJECT TO THIS DECLARATION

2.1 The real property which is and shall be held, sold, occupied, conveyed, and transferred subject to this Declaration shall consist of the Property. Ownership of the Property, as of the date of this Declaration, is set forth in Exhibit A, attached hereto and incorporated herein. The Property will be developed in multiple phases over time. The Lot(s) shall become subject to these Covenants when the Developer that owns such applicable Lot(s) delivers written notice to the Association Board and to the Town of Verona Clerk of the intent to sell, transfer, or build upon said Lot(s). No Lot shall be sold, transferred, or built upon until it has become subject to this Declaration. Prior to being made subject to this Declaration, the Lot(s) and the adjoining roadway servicing said lots shall be deemed eligible for and will be utilized for continued agricultural usage (crops, grazing, etc.).

ARTICLE 111 STATEMENT OF PURPOSE

3.1 The purpose of this Declaration is to establish covenants, restrictions, conditions, and easements to help the Subdivision become and remain a desirable and high-quality residential community; to preserve and maintain the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned structures; and to facilitate the appropriate development and improvement of the Lots and the construction of attractive and harmonious homes within the Subdivision.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

4.1 Establishment of Architectural Control Committee. The Sugar River Vista Architectural Control Committee ("ACC") is hereby established pursuant to this Article.

4.2 ACC Members.

(a) The Developers shall initially serve as the only members of the ACC.

(b) When a Developer no longer own any Lots in the Subdivision, that particular Developer shall resign from the ACC. When all Developers have sold their Lots or have voluntarily resigned from the ACC, then the responsibility for the ACC shall be transferred to the Board. When the Board becomes responsible for appointing the members of the ACC, there shall be at least three and no more than five members of the ACC, and the ACC shall act by the vote of a majority in number of the members of the ACC. Additional governance procedures and policies may be established by the ACC from time to time.

4.3 ACC Approval Required.

(a) Original Construction. All plans for buildings, landscaping, and other Improvements to be constructed or placed on any Lot, along with all site plans, including elevations and location of septic system and well, shall be approved in writing by the ACC prior to construction. No buildings, structures, fencing, pool or other Improvements shall be constructed or placed on any Lot unless approved in advance in writing by the ACC.

(b) Additions and Alterations. All proposed alterations in the exterior appearance of any building, structure, or other Improvement erected or placed on any Lot, including but not limited to, exterior remodeling and changes in colors from those previously approved, and the construction of additions, patios, decks, swimming pools or other Improvements on Lots, shall be approved in writing by the ACC prior to construction or alteration. No alterations in the exterior appearance, or changes in color, shall be made to any building, structure or other Improvement unless approved in advance by the ACC.

4.4 Submissions. The ACC will seek to approve submissions which substantially conform to a recognized architectural style(s) and which contribute to the achievement of the Statement of Purpose outlined in 3.1. Thereby, each Owner shall submit the following documents and information to the ACC in conjunction with any request for approval of any construction or alterations on any Lot:

(a) Two sets of drawings and written specifications for the proposed structure or Improvement, and Outbuildings including at a minimum; floor plans, elevations of all views

of the structure, proposed architectural style, exterior finishes, roof type, structure, driveway and Improvement locations, description of exterior materials and colors, identification of all exterior lighting, well location, septic system type and location, landscape plan, applicable zoning setbacks, approved building envelopes, and any amenities to be constructed or installed on the Lot. Exterior lighting shall comply with any relevant Town of Verona Dark Sky Ordinance and driveway placement shall comply with the Town of Verona Driveway Ordinance.

(b) Any deviation(s) or requested exemption(s) from the specifications or mandates outlined in this Declaration shall be specifically called out and detailed in the submission document. Any approvals of those requested deviations or exemptions must be specifically addressed by the ACC. Any general approval of plans by the ACC will not grant permission for any deviations from the covenants, if they have not been specifically called out and specifically approved by the ACC.

(c) Two sets of site plans for the Lot identifying proposed grades and location of Improvements to be constructed, which shall be located within the building envelope identified on the Plat for each Lot and in compliance with any recorded deed restrictions for individual Lots.

(d) Any additional information reasonably requested by the ACC. For example, the ACC may request submission of exterior material samples.

(e) Contact information for the Owner, including name, mailing address, e-mail address and telephone number.

(f) In addition to paper copies of the documents referred to above, the Owner shall submit electronic copies of all documents.

(g) Plan review fee in the amount of \$300.00. Extraordinary costs of review (e.g. engineering or consultants) may be assessed to applicant.

A submission shall not be complete, and the 30-day approval time set forth in Section 4.5, shall not commence until all required documents have been submitted.

4.5 ACC Approval: Governmental Approvals. The ACC shall approve or disapprove a submission within thirty (30) days of its receipt of all of the documents and information required by Section 4.4. The ACC's decision shall be in writing, and may be transmitted to the Owner either by U.S. Mail or e-mail. If the ACC fails to issue its decision within the time limit, approval shall be deemed to have been given. If the submission is approved, any material changes to the approved submission must be resubmitted for approval by the ACC. In addition to obtaining approval of the ACC, the Owner shall also obtain any required building permits and governmental approvals for the proposed construction or Improvement prior to commencing construction. If the submission consists of building plans and specifications for construction of Improvements on any Lot within the Subdivision, the Owner, upon receiving approval of those building plans and specifications from the ACC, shall submit a copy of evidence of that approval to the Town Building Inspector for Inspector's use. However, the Town Building Inspector is not obligated to enforce the covenants or conditions of approval. In addition

to obtaining approval of the ACC, the Owner shall obtain any required approvals from the Town of Verona, Dane County, and any other required governmental agency.

4.6 Discretion of ACC. The ACC shall have the right to reject any submission which is not in conformity with the provisions and purposes of this Declaration, or which is not desirable for aesthetic reasons, or is not in harmony with the homes and Improvements constructed on other Lots, in the opinion of the ACC. In exercising its discretion to approve or reject any submission, the ACC may take into consideration the suitability of the proposed building, structure, or Improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding homes and Improvements, its proposed location, the view from other Lots in the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and the impact upon other Lots in the Subdivision as the ACC may deem appropriate, or is not in compliance with any applicable Town of Verona ordinance. The location of houses and other Improvements on Lots shall be subject to the approval of the ACC, and the ACC shall have authority to reject the positioning of a proposed house or other Improvement on a Lot, even if the proposed location meets the minimum setback requirements. The ACC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to the Owner's Lot, releases the Declarants, the ACC and the Developer from liability based upon the good faith exercise of their duties and discretion under this Declaration. Refusal by the ACC to approve submissions may be based on any grounds, including purely aesthetic grounds. Any grant of approval creates no precedent nor basis for future approvals or requests.

4.7 Variances. The ACC shall have the right, in its sole discretion, to grant variances to any of the covenants and restrictions in this Article IV, excluding the last four sentences of Section 4.5. Any grant of a variance or approval creates no precedent nor basis for future approvals or requests.

4.8 Preliminary Sketches. Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to submission of plans for final approval.

ARTICLE V ARCHITECTURAL RESTRICTIONS

All Lots shall be subject to the following restrictions:

5.1 Construction Restrictions. The following restrictions shall apply to all Lots:

(a) The exterior walls of the building 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 home.

(b) Direct vent fireplace enclosures may not be placed on the exterior of the building unless the enclosure terminates under an uninterrupted soffit and is placed on the rear of the building or behind an offset in the building so as not to be visible from the front yard.

(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 building (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 ACC, in its 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 ACC approval, in its discretion. 3-tab shingles are not permitted. Owners must obtain prior written approval from the ACC 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.

(h) All buildings shall have a minimum roof pitch of 6 to 12, unless the ACC, in its discretion, gives prior written approval for a different pitch such as, for example, roofs for prairie style homes or in areas with special height restrictions imposed (see paragraph j below).

(i) Proposed colors of siding, trim, and roofing shall be submitted to the ACC for approval. The colors of siding, trim, and roofing shall be coordinated to achieve an aesthetic combination for the building.

(j) Improvements on Lots 20, 21, 27, 28, and 33 shall not have a vertical height greater than 28 feet above the "maximum ground level" established for the Lot. The building height will be measured along that façade and will be calculated as the mean elevation of the finished grade along the front of the building (side directly facing the public street) to the mean height level between the highest ridge and its associated eave for gable and hip roofs. The "maximum ground level" for a Lot shall be that which is indicated on the Plat. The Lot owner's architect, engineer, or builder shall certify compliance with this standard. The Lots impacted by this section shall be allowed up to 30% impervious area.

(k) Each residential structure shall have a minimum of the following floor area finished living space:

(i) Single-story houses shall have not less than 2,000 square feet.

(ii) Two-story houses shall have not less than a total of 2,500 square feet.

(iii) For the purpose 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 in determination of the amount of floor area is within the complete discretion of the ACC.

(iv) The ACC shall have the power in its discretion to grant variances to the minimum floor area requirements where the architecture, quality and other attributes of the proposed house are in harmony with and represent an appearance compatible with other houses in the Subdivision.

(l) No building shall have a building height in excess of 35 feet above grade as defined by Dane County Zoning Ordinance.

(m) 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 Developer will initially designate the model and manufacturer of the mailbox to be installed in each location.

5.2 Garages. Unless otherwise approved by the ACC, all houses must have one, but not more than one, attached garage that contains not less than two (2) automobile stalls and no more than five (5) automobile stalls, unless otherwise approved by the ACC. Side facing garage doors are encouraged. Exceptions will be considered based on individual lot conditions. All of the garage doors shall be a uniform height, not to exceed 9 feet, unless otherwise approved by the ACC.

5.3 Driveways. Driveways may be concrete or brick. If a driveway is constructed prior to the roadway surface layer of asphalt being placed, a minimum of 5 feet of the driveway (measured from the roadway pavement edge), must be constructed with cold patch asphalt, hot mix asphalt, or crushed stone. Each Owner who constructs a driveway before the surface course is placed on the public street adjoining the Owner's Lot shall construct the driveway to match the elevation of the surface course except for the last five feet which shall be sloped down to match the binder course elevation. At the time the surface course is placed, the last five feet of asphalt pavement shall be removed and replaced to match the surface asphalt elevation at the Owner's expense.

(a) 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.

(b) Whether a driveway is constructed before or after the surface asphalt is placed, the driveway must be built in such a manner that when it its final state (after surface asphalt is placed), the driveway conforms to all requirements of the Town's Driveway Ordinance.

(c) It is the responsibility of the Owner to confirm whether the surface course has been placed when the Owner constructs the driveway. The Owner can contact the Town for this information.

(d) Any Owner who does not comply with these requirements may be required by the Town to remove and correct the Owner's driveway at the Owner's expense. Before the surface course is placed on a public street, the Town's snowplows may damage driveways which have been placed above the elevation of the binder course of asphalt. The Town will not

be liable for the repair of any such damage. Any such damage shall be repaired at the sole expense of the Owner.

(e) Each Owner shall install the Owner's driveway within thirty days after completion of construction of the Owner's house, unless not permitted by weather conditions. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits. An 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.

5.4 Surface Elevation. The Developer has constructed or will construct certain drainage swales and ditches in the Subdivision. The Subdivision also contains natural drainage ways. These swales, ditches and drainage ways are referred to as the "Drainage System." No Owner may alter the Drainage System without the prior written consent of the Developer. No Lot Owner shall change or cause to be changed the surface elevation, grade, or drainage pattern to surrounding Lots. Developer shall have the right at any time to grade or regrade the Lots to accommodate, alter, or establish drainage flows. The Developer shall not be liable to any Owner for the drainage system nor any such grading or regrading.

5.5 Minimum Opening Elevations. Certain lots shall have minimum opening elevations to protect them from flooding. See Exhibit B.

5.6 Lots Subject to Public Stormwater Drainage Easements. The following Lots are subject to public stormwater drainage easements: 22-23 and 55-57. The Owner of a Lot which is subject to a public stormwater drainage easement shall be responsible for mowing the grass and maintaining the trees and other vegetation in the easement area. New plantings (other than approved grass) in the public stormwater drainage easement areas are not allowed. The Association and the Town shall have authority to enter the public stormwater drainage easement area to maintain, repair, or improve the function of the drainage way.

5.7 Stormwater Runoff from Roof. The Owner of each Lot shall direct all downspouts onto absorbent, permeable surfaces on the Lot.

5.8 Swales. Owners shall not alter any drainage swales, roadside ditches, or natural drainage located within or adjacent to a Lot.

5.9 Construction Deadline & Construction Garbage. Construction of any house shall be completed within fourteen (14) months after the issuance of the building permit. If it is anticipated the length of construction will exceed 14 months, a construction schedule shall be submitted by the Lot Owner to the ACC for approval. The completion of the lawn and landscaping shall be completed within 60 days of the earlier of date of occupancy or the date of completion of construction of the home, weather permitting. Construction related garbage shall be controlled on the Lot and prevented from blowing onto adjacent lots. Any material that leaves the site shall be collected as soon as possible.

5.10 Utilities. All utilities in the Subdivision shall be installed underground. An Owner shall not change the elevation of any utility easement without permission of the applicable utilities using such easement.

5.11 Outbuilding. No outbuilding or accessory buildings, including, but not limited to, storage sheds, shipping container, tents, tree-houses, pool houses, barns, subsurface storage, and detached garages, shall be permitted on any Lot without the prior written approval of the ACC. The design of an Outbuilding is encouraged to follow a similar architectural style and material use as the lots primary structure.

5.12 Prefabricated Homes. No building previously erected or substantially constructed elsewhere may be placed on any Lot.

5.13 Dog Houses. No dog houses or outside kennels may be erected on any Lot.

5.14 Exterior Lighting. Exterior lighting shall comply with the Town of Verona's Dark Sky ordinance and include indirect or other such controlled focus and intensity fixtures, that the lighting will not disturb the Owners of adjacent Lots. "Daylight" or "bright white" lighting is not allowed. Exterior lighting shall be "soft white" below 3000k or equivalent.

5.15 Wells. Any well located on a Lot shall be identified on the site plan and be located in accordance with any restrictions contained on the Plat. During construction of a well, the Owner and the Owner's contractor shall not discharge any drilling mud or cuttings into any roadside ditch, natural drainage way in a public stormwater drainage easement, or other improved drainage way. If any such discharge occurs, the Owner at the Owner's expense shall promptly restore the roadside ditch, natural drainage way, or the improved drainage way to its original condition. For Lots 42 - 45, any well must be located at a minimum of three hundred (300) feet from the eastern property line of each such lot. For Lot 46, any well must be located at a minimum of three hundred (300) feet from the adjacent farm field property line. For Lots 47-52, any well must be located at a minimum of three hundred (300) feet from the most southern property line of Outlot 8.

5.16 Play Equipment, Courts, and Structures. No swing set, sport court, basketball equipment or other recreational equipment shall be installed on any Lot without the prior written approval of the ACC. No such equipment shall be placed, whether permanently or temporarily, in the unpaved portion of the street, in any public street right-of-way, or within a public stormwater drainage easement or public recreational trail easement. Any approvals or variance granted hereunder shall not be deemed precedent for any future requests.

5.17 Antennas/Satellite Dishes. Except to the extent that this prohibition is limited by federal or state law, no exterior television or radio receiving or transmission antenna or satellite signal receiving station or dish shall be placed or maintained on any Lot without prior written approval of the ACC.

5.18 Solar Equipment, Wind-Powered Generators. In accordance with applicable federal and state law, solar and wind energy systems may be installed on any Lot in such a manner as to have the least visual impact on neighboring Lots or the Subdivision. The ACC shall have authority to reject the requested location, if the ACC determines, in its discretion, that a more appropriate location is viable. The ACC can exercise design control over these systems to the extent permitted by federal, state, and local regulations.

5.19 Swimming Pools. No above-ground swimming pools shall be allowed. All in-ground swimming pools shall require written approval of the ACC.

5.20 Private Wastewater Treatment Systems. The Town will not issue a building permit for any Lot until Public Heath Madison and Dane County (PHMDC) has approved the suitability of the Lot for the installation of an on-site private wastewater treatment system (POWTS).

5.21 Impervious Surfaces. Impervious surfaces on a Lot shall not exceed twenty-five percent (25%) of the total square foot area of such Lot.

5.22 Liquid Petroleum Tanks. All Liquid Petroleum (LP) tanks are required to be buried in accordance with applicable federal, state, and local laws and regulations, including minimum burial depths and setback distances from buildings, property lines, and buried electrical lines. Owners shall ensure that LP tanks are maintained in good condition and are subject to regular inspections as required by regulatory authorities. In the event site or soil conditions prevent the LP tank from being buried, at the discretion and written approval of the ACC, the LP tank may be installed above ground in accordance with applicable federal, state, and local laws and regulations regarding the storage and use of liquefied petroleum gas. All above-ground LP tanks shall be screened from view from the road and adjoining lots using appropriate landscaping or hardscape screening materials, such as fencing or walls, that are compatible with the architectural style of the home. No LP tank shall be installed in a location that obstructs essential access to the property or negatively impacts the aesthetics of the Subdivision, as determined by the ACC.

5.23 Variances. The ACC shall have the right, in its sole discretion, to grant variances to any of the covenants and restrictions in this Article, except that variances may not be granted with respect to Sections 5.3, 5.4, 5.5, 5.6, 5.8, 5.10, the first sentence of 5.14, or any part of Sections 5.15, 5.20 and 5.21. In all other instances in this Declaration the ACC shall act in its discretion in granting approvals or variances, subject to any governmental rules or regulations and all such approvals or variances shall be in writing. Any approvals or variance granted hereunder shall not be deemed a precedent or basis for any future requests.

ARTICLE VI LANDSCAPING, YARD, AND OUTLOTS

6.1 Landscaping Plan. The Owner shall submit a landscaping plan to the ACC for approval prior to commencement of construction of a home on the Lot. The landscaping plan shall show a point schedule for trees, bushes, planting beds, walkways, retaining walls and any other landscaping features. 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 street side 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. Simply accomplishing the point total does not guarantee approval of the landscape plan – the ACC at its sole discretion has the right to approve or reject any landscape plan regardless of point total.

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 Secretary of the Association and shall be provided to members upon request. Additions and subtractions to the approved/preferred tree list shall be governed by the Board. The planting of black walnut trees will require the prior location approval by the ACC, 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 Lot are subject to ACC approval.

(b) Except in such cases that factors beyond the control of the Owner prevents timely planting, all plantings required to be placed upon the Lot 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 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 Lots through such swale or drainage way; (ii) change the directional flow of stormwater as shown on Exhibit C; or (iii) interfere with the drainage of stormwater as provided for under the Stormwater Management plans approved by the Town and the County (the plans may be obtained from the Developer or from the Dane County Land and Resources Department). All grading shall be completed so as to not change the flow of water is shown by the arrows on Exhibit C.

(e) Front and side yards must be sodded with turf grass; provided, however, the ACC may permit the front yard and side yard to be seeded with turf grass or an approved prairie grass seed mix, where weather conditions permit and appropriate alternative materials and practices are employed, such as the compost blanket seeding method. Rear yards which are not sodded must be seeded and properly watered and may include turf grass and/or an approved prairie grass seed mix.

(f) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between thirty inches (30") and seventy -two inches (72") above the roadways may be placed or permitted to remain on any corner Lot within the triangular area as shown as the "Vision Triangle Detail" on the Plat. No tree is permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6.2 Maintenance of Landscaping. The maintenance of the lawns, plantings and yard areas is the responsibility of the Lot Owner. The Lot Owner shall also mow and maintain the lawn and ditch area in the street right-of-way immediately adjacent to the Owner's Lot. Any trees or shrubs which die shall be removed by the Lot 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 ACC. Prior to development of the Lot, Owner shall be responsible for maintaining Lot ground cover at no more than 6 inches in height.

6.3 Fences. There shall be no chain link, vinyl, plastic or shadow box fences allowed. Other architecturally appropriate fencing may be approved by the ACC. As part of this consent, the ACC may require the installation and maintenance of landscape materials or plantings for screening and esthetic purposes. In accordance with Chapter 90 of Wisconsin State Statutes pertaining to rural fences, to the extent an adjacent landowner has requested and installed or requests a new fence for any Lot which abuts upon or is adjacent to land used for agricultural, farming or grazing purposes, the Owner of the Lot or Outlot, at its sole cost and expense and in equal shares with adjacent landowner 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 Lot. 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.

6.4 Stewardship Plan. As dictated by the Stewardship Plan, certain Outlots of the Plat shall be maintained as natural prairie and woodlands. The Board shall establish a Stewardship Committee made up of Owners which shall be charged with following and implementing the Stewardship Plan, including completion of all required maintenance.

6.5 Variances. The ACC shall have the right to grant written variances to any of the covenants and restrictions set forth in this Article, except that no variances may be granted with respect to Sections 6.1(c), 6.1(d) and 6.1(f).

ARTICLE VII USE RESTRICTIONS

7.1 Use. The Improvements shall be used as a single-family residential Dwelling. A Dwelling shall be deemed to be used for “single-family residential purposes” if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. No business, whether or not-for-profit, including, without limitation, any daycare center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling with the following exception: an Owner may conduct his or her personal business from his or her Dwelling as long as customers or clients do not customarily visit.

7.2 No Short-Term Rentals. No house or any portion of a house within the Subdivision shall be rented for a period of less than 360 days.

7.3 Pets. Domestic animals may not be kept, bred or maintained for any commercial purpose. All animals shall be housed in the house or garage. No free-standing kennels or dog houses shall be allowed. Commercial animal breeding, boarding, kenneling or treatment shall be prohibited, whether or not for a fee. No dog whose barking creates a nuisance to neighbors shall be kept on any Lot. No animals having vicious propensities shall be kept on any Lot. All animals must be restrained in a fashion to prohibit access to adjoining properties.

7.4 Parking. Parking of commercial or service vehicles, including lawn tractors, owned or operated by residents within the Subdivision shall be prohibited unless kept inside garages. Storage of boats, travel trailers, motor homes, campers, and other recreational vehicles on any Lots shall be prohibited except in garages. This section shall not prohibit the temporary parking of vehicles for the purpose of loading or unloading at the Lot at which parked, for a period not to exceed twenty-four (24) hours. No cars or other vehicles shall be parked on lawns or yards within the Subdivision at any time.

7.5 Appearance. Each Owner shall be responsible for maintaining the Owner's Lot, house, lawn, and all Improvements in a neat appearance at all times. This covenant shall apply to all Lots from the date of purchase, regardless of whether a building has been or is in the process of construction. The Owner's obligation shall include, but is not limited to the following:

(a) **Noxious Weeds.** All areas of Lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep the areas free from noxious weeds. All lawns shall be free from noxious weeds.

(b) **General Upkeep.** The Owner shall keep the Owner's Lot and its house and other Improvements in good order and repair and free of debris, including, but not limited to, the pruning of all trees and shrubbery, and the painting or other external care of the house and

all buildings and other Improvements, all in a manner and with such frequency as is consistent with good property management.

(c) Trash. Trash and recycling containers shall be kept inside of garages and may be placed upon the curb no earlier than 6:00 pm on the day preceding collection. No garbage or refuse shall be placed upon the curb unless in a suitable container. No garbage or refuse shall be placed on any Lot except household trash and recycling bins stored in the garage or in temporary dumpsters used during construction or remodeling of a house. No trash, cuttings, leaves, rocks or earth shall be deposited on any Lot or Outlot, except an Owner may maintain a screened composting facility or wood pile, but only with the prior written approval of the Association.

7.6 Nuisances. No noxious or offensive trade or activity may be conducted on a Lot which will become a nuisance to the neighborhood or any other Lot within the Subdivision.

7.7 Signs. No signs of any type shall be displayed on any Lot without the prior written consent of the Association, except lawn signs of no more than eight (8) square feet in size advertising the Lot where located for sale, or identifying the builder during the period of construction of a house.

7.8 Outside Clotheslines. Clothesline poles shall not be permitted on any Lot. A Lot may have a retractable clothesline which retracts to the Dwelling, and shall remain retracted when not in use.

7.9 Firearms, Hunting, and Fireworks. No person shall discharge a firearm upon any Lot or Outlot. All Owners are hereby notified that the Town of Verona has a firearms ordinance and fireworks ordinance that must be strictly followed. Use of explosive fireworks is not allowed in the Subdivision. Activities which produce loud or excessive noises which disturb neighboring Lot Owners are prohibited. There shall be no hunting or trapping upon any Lot or Outlot.

7.10 Re-subdivision. No Lot shall be subdivided. This section shall not be construed to prevent the use or recombination of two or more Lots for one building site.

7.11 Tree Preservation. Retention of healthy native trees is strongly encouraged. No tree with a trunk diameter of greater than 3" shall be removed outside the identified building envelope except to remove dead, dying or diseased trees, to remove invasive species, for coordination with the placement of septic systems, or as otherwise authorized by the ACC.

7.12 Parade of Homes. While any Developer retains control of any Lots within the Subdivision, each Developer reserves the right to submit some or all of the Lots that it controls as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of the Lots are selected as a site for the Parade of Homes, this Declaration as to the Lots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 48 hours after the conclusion of said Parade of Homes, shall be deemed temporarily altered and modified, to the extent necessary to permit the Parade of Homes to be held in the Subdivision. All purchasers of Lots within the Subdivision, and their successors and assigns, shall take title subject to this specific reservation by the Developers and shall waive all rights to object to violations of this Declaration by the Developers, the Madison Area Builders Association, or any of the builders or participants in such Parade of Homes during the periods of such parade(s) as set forth above.

ARTICLE VIII ASSOCIATION

8.1 Membership. Every Owner of a Lot shall be a member of the Association. By acquiring a Lot, every Owner shall be conclusively deemed to have consented to membership and to the terms of these covenants.

8.2 Rights and Duties of Members. The articles of incorporation and the Bylaws of the Association are incorporated by reference. Among other matters, the articles of incorporation and Bylaws restrict the voting rights of certain members and obligate all members except for Declarants to pay regular and special assessments to the Association for its operations. The members shall have the rights and duties set forth in this Declaration, the articles of incorporation and Bylaws of the Association, all as amended from time to time, and as provided by applicable law. Any authority of the Association and its members shall be subject to the authority given to the Developer and the ACC in this Declaration.

8.3 Management of the Association. The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have the duties, powers (including enforcement) and responsibilities, set forth in this Declaration and in the articles of incorporation and Bylaws of the Association, as amended from time to time, and as may be provided by the laws of the State of Wisconsin.

8.4 Developer Control. Notwithstanding anything contained in this Declaration to the contrary, the Developer and Declarants shall govern the affairs of the Association until the Developers and Declarants (as a group) no longer own at least two Lots. Control of the Association shall be turned over to the Lot Owners upon the earlier of:

- (a) When the Developers and Declarants as a group no longer own a combined total of two or more Lots; or
- (b) When the Developers and Declarants elect to relinquish control of the Association.

8.5 Enforcement by the Association. The Association, subject to the rights of the Developer and Declarants acting together, set forth in this Declaration and subject further to the enforcement rights provided in Section 10.7, shall have the right to enforce this Declaration.

8.6 Assessments. Each Owner of a Lot shall pay regular and special assessments that are assessed by the Association pursuant to its Bylaws. The expenses to be assessed to the Owners of Lots shall include all of the reasonable and necessary expenses incurred by the Association in performing its obligations, including compliance with Stewardship Plan, entry-feature monument sign and landscaping (if applicable), utilities, insurance, fees for services, reserves deemed necessary or advisable in connection with any real estate taxes and special assessments and a reasonable amount of working capital. Until such time that the Association adopts a budget, the annual assessment amount shall be set at \$500.00 per Lot. The Declarants shall not be required to pay assessments for Lots which they own, except Lots on which a house has been constructed. Annual assessments due and owing for a particular Lot shall be prorated during the year of the initial sale to a third-party purchaser.

8.7 Collection of Assessments. The Association shall levy and collect assessments as provided in its Bylaws. Assessments levied by the Association shall be due and payable within 30 days from the date of such levy. In the event any assessment levied against any Lot remains unpaid for a period of 60 days from the date of the levy, the Association may file a claim for a lien against the Lot for which payment is not made, and under Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such Lot. Assessments which are not paid by the date on which they are due shall accrue interest at the rate of 12% per annum. The Association may exercise such remedies to collect unpaid assessments as may be afforded by law. The Owner of the subject Lot shall be responsible for all costs of collection incurred by the Association in connection therewith. The Owner of a Lot shall be personally obligated to pay such charges which are assessed or accrued during that Owner's period of ownership. Upon conveyance of a Lot, the grantee of such conveyance shall be jointly and severally liable with the grantor for all unpaid assessments and accrued interest. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats.

8.8 Conveyance of Outlots to the Association. Declarants may at any time convey one or more Outlots to the Association. When Outlots are conveyed to the Association, the Association shall provide for the care, operation, management, maintenance, and repair of those Outlots. The Association shall be responsible for following the Stewardship Plan, maintaining the wet detention basin, infiltration basin, and other stormwater management features and Improvements on the Outlots, and any located on Lots within the Subdivision. The Association shall be responsible for the payment of any present and future general real estate taxes and special assessments, if any, levied against the Outlots which are owned by the Association. Any Outlots not previously conveyed to the Association shall be conveyed to the Association at such time as all of the Lots have been conveyed to purchasers.

8.9 Use of Outlots. Outlots are to be used and maintained as open space. No structure shall be constructed or installed on the Outlots without the prior approval of the Association. The obstruction of drainage ways and stormwater management improvements within the Outlots with vegetation or otherwise is prohibited. The Association shall be responsible for maintenance of vegetation on the Outlots. No Owner shall disturb, make changes to, or dump upon any Outlot. In the event an Owner damages an Outlot, the Association shall have the right make repairs and charge applicable costs to the Owner.

8.10 Stormwater Management. The Association, when it becomes the owner of the Outlots, shall inspect, repair, and maintain the Outlots pursuant to the requirements of the Stormwater Management Maintenance Agreement to be executed in connection with the Plat, a copy of which is attached hereto as Exhibit D, as the same may be amended (the "Stormwater Management Maintenance Agreement"), including but not limited to the removal of noxious weeds, periodic mowing, and upkeep of stormwater management facilities (including, without limitation, any swales). The Association shall be responsible for maintenance and repairs to other parts of the stormwater management system including drainage swales, and the pipes in the street right-of-way connecting wet detention basins. The Association shall complete the inspections required by the recorded Stormwater Maintenance Agreement for the Subdivision. If the Association fails to maintain any areas required in this section, the Town shall have the right, after providing the Association with written notice of the maintenance issue and thirty (30) days to comply with the Town's maintenance request, to enter the property at issue

in order to conduct the work specified in the notice. All costs and expenses incurred by the Town in conducting such maintenance may be charged to the Association by placing the amount on the tax roll as a special assessment in accordance with Section 66.0703, Wis. Stats., and applicable Town Ordinances. The Association shall be responsible for completing and submitting the biennial report to the Town on all stormwater facilities within the Plat as required under the Stormwater Management Maintenance Agreement.

8.11 Mailboxes. The Association shall be responsible for maintaining the cluster mailboxes (or other structures for parcel delivery) located in the Subdivision. The mailboxes throughout the Subdivision shall be uniform. The Developer shall specify the type and model of mailbox to be used in the Subdivision. After the Developer relinquishes control of the Association, the Board of Directors of the Association shall specify the type and model of mailboxes. The Developer, at their expense, will provide the required cluster mailboxes for the Subdivision. As mailboxes are replaced due to age, damage, or other reason, the Association shall bill the individual Lot Owner for the cost thereof, which bill shall constitute a special assessment against that Lot.

8.12 Video Cameras. The Association may install video cameras adjoining the road right of way, or along or in the Outlots if deemed necessary for security or safety monitoring.

8.13 Neighborhood Amenities. The Association may consider the funding and installation of "neighborhood" amenities (e.g. exercise or play structures) in the various Outlot areas if approved by a vote of fifty-one percent (51%) or more of the Lot owners.

ARTICLE IX EASEMENTS

9.1 Intent. The intent of this Article is to generally describe easements and restrictions which are depicted on the Plat. The Plat is incorporated by reference.

9.2 Utility and Drainage Easements. Utility easements and drainage easements on Lots and Outlots are shown on the Plat. The location and width of the easements is indicated on the Plat. Lots 22-23 and 55-57 are subject to public stormwater drainage easements.

9.3 Outlot Trails. Outlots 2-9 contain recreational trails for the benefit of the Lot Owners. The Association shall be responsible for the maintenance of the trials. The use of snowmobiles, motorcycles, golf carts, ATVs, UTVs, or other motorized vehicles within the Outlots shall be prohibited, except to the extent such usage may be necessary to accomplish repairs and maintenance of the trails.

ARTICLE X GENERAL PROVISIONS

10.1 Notice Regarding Surrounding Land Uses. The Subdivision is located in a rural portion of the Town and notice is hereby given that permitted rural activities should be expected on lands immediately adjacent and in close proximity to the Subdivision, to include, but not be limited to: crop and livestock farming, manure spreading, fertilizer and weed control spraying, legal hunting and trapping, and rural airport uses. Noise, offensive odors, dust, and activity during all hours of the day

should be expected. Owners are encouraged to review the permitted and conditional uses that are allowed per the then current zoning of lands adjacent the Plat.

10.2 Notice Regarding Nitrates. Notice is hereby given that there is a potential concern with high nitrates in Dane County. It is recommended that Owners perform periodic well water testing for nitrates.

10.3 Term. This Declaration will run with the land and shall be binding upon and inure to the benefit of all persons having an interest in any of the Lots for a period of thirty (30) years after this Declaration is recorded, after which time this Declaration shall automatically stand renewed for successive five-year terms unless terminated as provided in Section 10.4.

10.4 Amendment.

(a) While each Declarant owns one or more Lots, they shall have the right to subject additional lands to the requirements of this Declaration, terminate or amend this Declaration by an instrument signed by each Declarant and recorded at the Dane County Register of Deeds. To the extent a particular Declarant no longer owns any Lots, but one or more other Declarants continue to own a Lot, the Declarant who no longer owns a Lot shall not be required to sign the particular instrument of termination or amendment as described herein.

(b) After each Declarant no longer owns any Lots, the Owners by vote or consent of Owners owning two-thirds or more of the Lots, shall have the right to amend or terminate this Declaration by an instrument recorded with the Dane County Register of Deeds; provided, however, that no amendment adopted by the Owners shall place any added obligations or burdens on the Declarants or the Developer.

10.5 Invalidation. Invalidation of one or more of the provisions of this Declaration or any severable part of any provision by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

10.6 Exculpation. The ACC and its individual members shall not be liable under any circumstances for any damages, injuries, or losses, or impacts to any person submitting a request for approval, or to any Owner, tenant, mortgagee of any of the Lots or anyone else by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request. The ACC's review of plans does not include review for structural soundness or compliance with any applicable building codes or practices. The approval of plans by the ACC does not constitute a representation that any home or plan site meets any state, federal, county, or local setback requirements, statutes, building codes, or ordinances. The Owner of each Lot, and the Owner's builder, shall have the sole responsibility to insure compliance with all such requirements. The Declarants, the Developer, and the ACC shall not have any responsibility or liability for any such matters.

10.7 Enforcement Actions.

(a) Any Declarant or Developer, the Association, the ACC, and any Owner shall have the right to sue for and obtain a prohibitive or mandatory injunction, or any equitable

remedy to prevent the breach of, or to enforce the observance of this Declaration, in addition to the right to bring legal action for damages. The Association, however, shall have the exclusive right to collect assessments that are assessed pursuant to the Association's Bylaws.

(b) Any Owner who violates a provision of this Declaration shall be liable for reasonable attorney fees and court costs incurred by the enforcing party in any action brought under Section 10.7(a). Any person violating any of these covenants or restrictions shall be liable for all costs of curing the violation and shall be subject to a fine of One-Hundred Dollars (\$100.00) per day until the violation is cured.

10.8 Zoning. All Lots are further subject to, and shall fully comply with, the applicable zoning laws, ordinances, and building codes.

10.9 Protective Provisions for Town of Verona. Notwithstanding any provisions to the contrary herein, none of the following provisions of this Declaration may be altered, be allowed to expire or be terminated without the express written consent of the Town of Verona: the last four sentences of Section 4.5, all of Sections 4.7, 5.3, 5.4, 5.5, 5.6, 5.8, 510, the first sentence of 5.14, all of Sections 5.15, 5.20, 5.21, 5.22, 6.1(c), (d) and (f), 7.1, 8.8, 8.10, 10.1 and 10.2. The Town shall have the same enforcement rights with respect to such provisions as those provided to others in Section 10.7, other than the right to collect private assessments.

10.10 Notices. Any notice given in connection with this Declaration shall be in writing and may be given in any one of the following ways:

- (a) By personal delivery,
- (b) By Federal Express or other express mail service,
- (c) By mailing, via First Class United States mail, postage prepaid, addressed to the last known address of the recipient, or
- (d) By electronic mail.

[SIGNATURES BEGIN ON NEXT PAGE FOLLOWING.]

Dated this December 22nd day of 2025.

SWEETWATER V, LLC

By: Lindsay Kruge
Name: Lindsay Kruge
Title: Manager

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 19 day of December, 2025, the above named Lindsay Knut, who is known to me to be the Manager of Sweetwater V, LLC, who executed the above instrument and acknowledged the same in the capacity as set forth above.

Jenna L. Morgan
Print Name: Jenna L. Morgan
Notary Public, State of Wisconsin
My Commission: expires 11/17/2029



SUGAR RIVER INVESTORS I, LLC

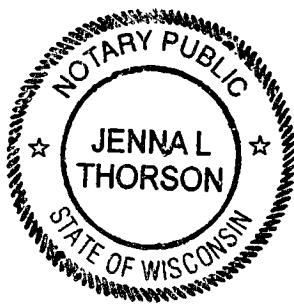
By: David Krugly K

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 19 day of December, 2025, the above named David Vinger, who is known to me to be the Manager of Sugar River Investors I, who executed the above instrument and acknowledged the same in the capacity as set forth above.

Jan L. Thorson
Print Name: Jan L. Thorson
Notary Public, State of Wisconsin
My Commission: expires 11/17/2029



HILDA'S PIES, INC.

By:

Harvey L. Temkin, Managing Member President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 15th day of August, 2025, the above named Harvey L. Temkin, who is known to me to be the ~~Managing Member~~ of Hilda's Pies, Inc., who executed the above instrument and acknowledged the same in the capacity as set forth above.

Print Name: Matthew C. Calam

Notary Public, State of Wisconsin

My Commission: youant

SUGAR RIVER VISTA, LLC

By:

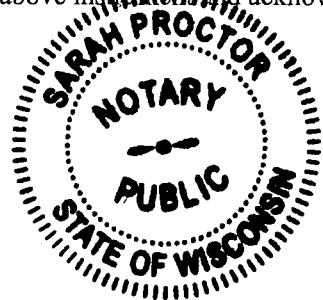
Name: Tony Heinrichs

Title: Developer

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)
) ss.
COUNTY OF DANE)

Personally came before me this 23rd day of December, 2025, Tony Heinrichs the above named Developer, who is known to me to be the Developer of Sugar River Vista, LLC, who executed the above instrument and acknowledged the same in the capacity as set forth above.



Sarah Proctor

Print Name: Sarah Proctor
Notary Public, State of Wisconsin
My Commission: 11-13-2028

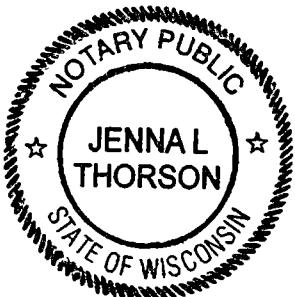
FIREFLY RIDGE LLC

By: David Kruger
Name: David Kruger
Title: Manager

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 19 day of December, 2025, the above named David Knapp, who is known to me to be the Manager of Firefly Ridge LLC, who executed the above instrument and acknowledged the same in the capacity as set forth above.



Jenna L. Thorson
Print Name: Jenna L. Thorson
Notary Public, State of Wisconsin
My Commission: expires 11/17/2029

This Document was drafted by:

Matthew C. Carlson
Carlson Black O'Callaghan & Battenberg LLP
222 W. Washington Ave., Suite 360
Madison, WI 53703

EXHIBIT A

LEGAL DESCRIPTION AND OWNERSHIP OF THE PROPERTY

Lots and Outlots owned by Hilda's Pies, Inc: Lots 1- 15, 17 - 23 and 36 - 52, Outlots 1-5 and 7-8.

Lots and Outlots owned by Sweetwater V, LLC: Lots 53 through 57, Outlot 9.

Lots and Outlots owned by Firefly Ridge LLC: Lots 24 through 33, Outlot 6.

Sugar River Vista Plat

<u>ID</u>	<u>Lot</u>
0608-203-2001-0	1
0608-203-2012-0	2
0608-203-2023-0	3
0608-203-2034-0	4
0608-203-2045-0	5
0608-203-2056-0	6
0608-203-2067-0	7
0608-203-2078-0	8
0608-203-4001-0	9
0608-203-4012-0	10
0608-203-4023-0	11
0608-301-4034-0	12
0608-194-6001-0	13
0608-194-6012-0	14
0608-301-4045-0	15
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0608-203-2089-0	17
0608-203-2100-0	18
0608-203-2111-0	19
0608-203-2122-0	20
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0608-194-0001-0	22
0608-194-0012-0	23
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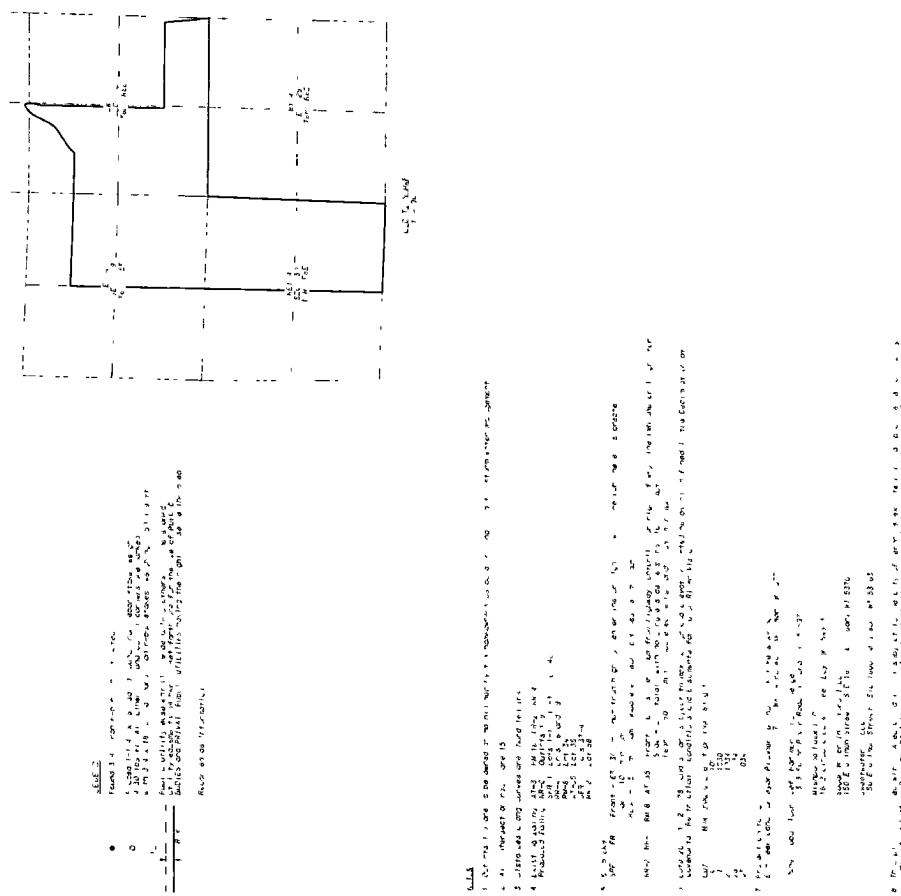
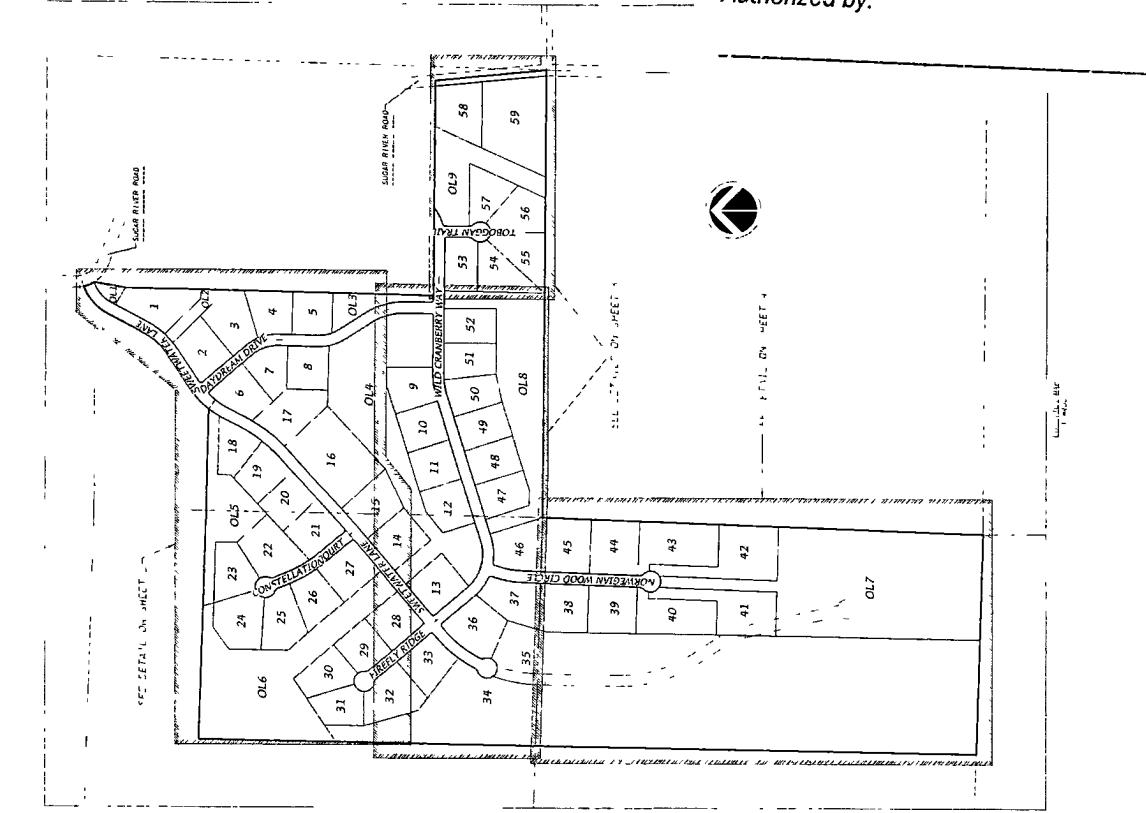
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0608-203-6067-0	59
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0608-203-2144-0	OUTLOT 2
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0608-301-4155-0	OUTLOT 8
0608-203-6078-0	OUTLOT 9

SUGAR RIVER VISTA

Document # 60071636

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.
Authorized by:

Authorized by:



There are no objections to this plan with respect to
§ 200.15, 250.16, 250.20 and 250.21 (1) and (2) W
Situations as provided by § 216.12 WIS. Stats
(certified) _____
John J. Fine
John J. Fine
Department of Administration

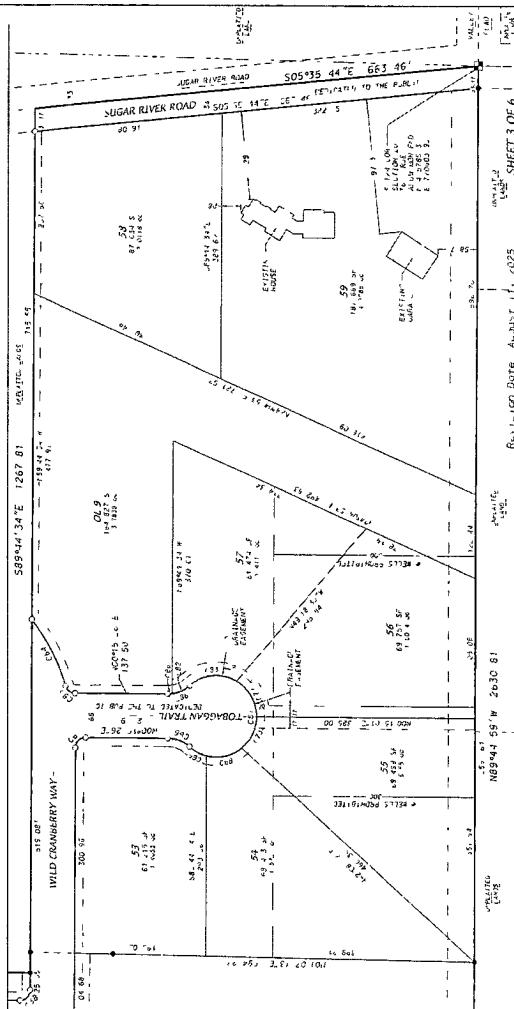
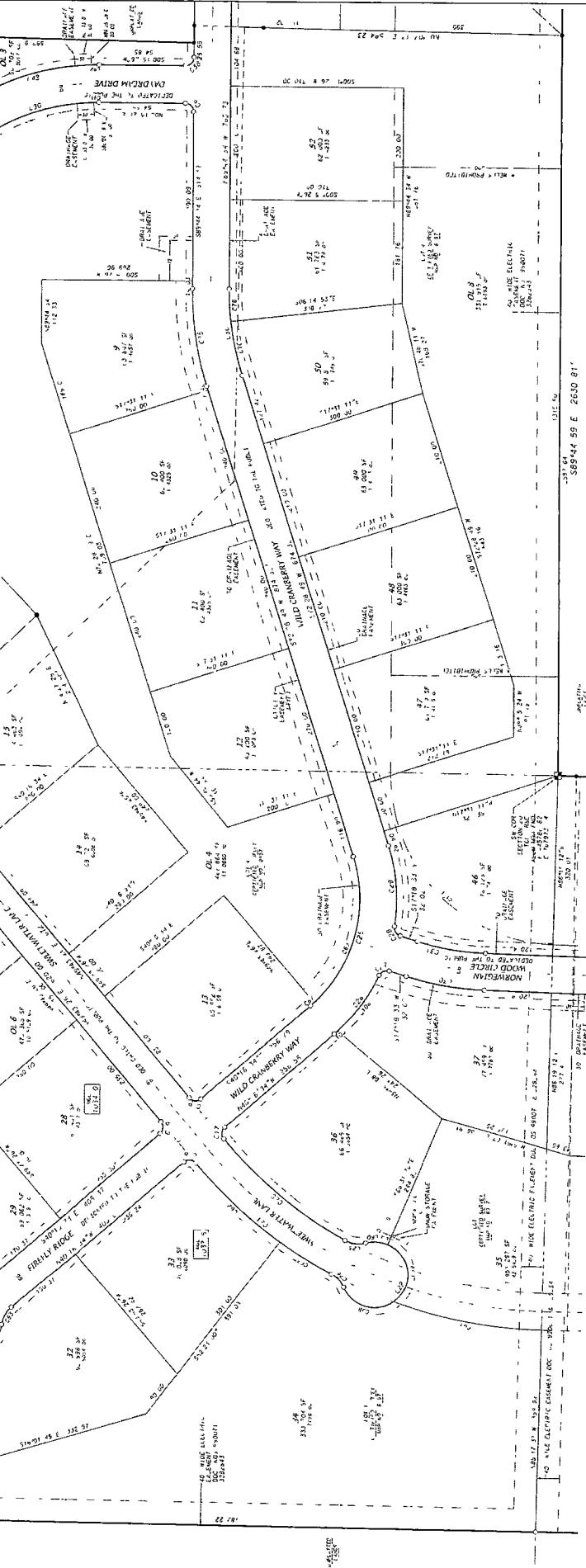
There are no objections to this plan with respect to
§ 200.15, 250.16, 250.20 and 250.21 (1) and (2) W
Situations as provided by § 216.12 WIS. Stats
(certified) _____
John J. Fine
John J. Fine
Department of Administration

DOMENICO KOTTE AND ASSOCIATES, INC.
7530 Wisconsin Way, Madison, WI 53717
Phone: 608/233-7220, Fax: 608/233-7221

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SUGAR RIVER VISTA

LOTS 1, 2, 3, AND 4, CERTIFIED SURVEY MAP NO 8957, LOT 1, CERTIFIED SURVEY MAP NO 15961, AND UNPLATTED LANDS, LOCATED IN THE NE1/4 OF THE SE1/4 AND THE SE1/4 OF SECTION 19, THE SW1/4 OF THE NW1/4, NW1/4 OF THE SW1/4, SW1/4 OF THE SW1/4 OF THE SW1/4 OF SECTION 20 AND THE NE1/4 OF THE SW1/4 AND THE SE1/4 OF SECTION 30, ALL IN T6N, R8E, TOWN OF VERONA, DANE COUNTY, WISCONSIN



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WILLIAM
NOTLER
5-46
WALTON

WILSON SINCE 1851
FESSLER

1919/8/11

Department of Administration

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YOUTH NATURAL RESOURCE FOR LAND DEVELOPMENT

SUGAR RIVER VISTA

LOTS 1, 2, 3, AND 4, CERTIFIED SURVEY MAP NO 8937, LOT 1, CERTIFIED SURVEY MAP NO 15961 AND UNPLATTED LANDS, LOCATED IN THE NE1/4 OF THE SE1/4 AND THE SE1/4 OF SECTION 19, THE SW1/4 OF THE NW1/4, NW1/4 OF THE SW1/4, SW1/4 OF THE SW1/4 OF THE NE1/4 AND THE SE1/4 OF SECTION 30, ALL IN T6N, R8E, TOWN OF VERONA, DANE COUNTY, WISCONSIN

Date	Locality	Elev.	Aspect	Soil	Flora		Notes
					Sp.	Fl.	
20-25	W. of Lake Superior	1000	SW	Soil	1	1	
					2	2	
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DONFRIO KOTTE AND ASSOCIATES INC
7330 Wauwatosa Way, Milwaukee, WI 53217
Phone 608 833-7520 • Fax 608 833-1082

SUGAR RIVER VISTA

LOTS 1, 2, 3, AND 4, CERTIFIED SURVEY MAP NO 8957, LOT 1, CERTIFIED SURVEY MAP NO 15861 AND UNPLATTED LANDS LOCATED IN THE NE1/4 OF THE SE1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 19, THE SW1/4 OF THE NW1/4, NW1/4 OF THE SW1/4, SW1/4 OF THE SW1/4 AND THE SE1/4 OF THE SW1/4 OF SECTION 20 AND THE NE1/4 OF THE NE1/4 AND THE SE1/4 OF SECTION 30, ALL IN T6N, R8E, TOWN OF VERONA, DANE COUNTY, WISCONSIN

DONDERIO KOTTHE AND ASSOCIATES INC
7330 Westland Way • Madison, WI 53717
phone 608 833 7350 • fax 608 833 1089

EXHIBIT B

[List of lots and associated MOE – TO BE ATTACHED]

EXHIBIT B

Minimum Opening Elevation (MOE)

<u>LOT</u>	<u>MOE</u>
9	952.0
37	990.0
51	953.0
54	954.0
55	954.0
56	954.0
57	953.0

EXHIBIT C

[Map with drainage arrows – TO BE ATTACHED]

SUGAR RIVER VISTA

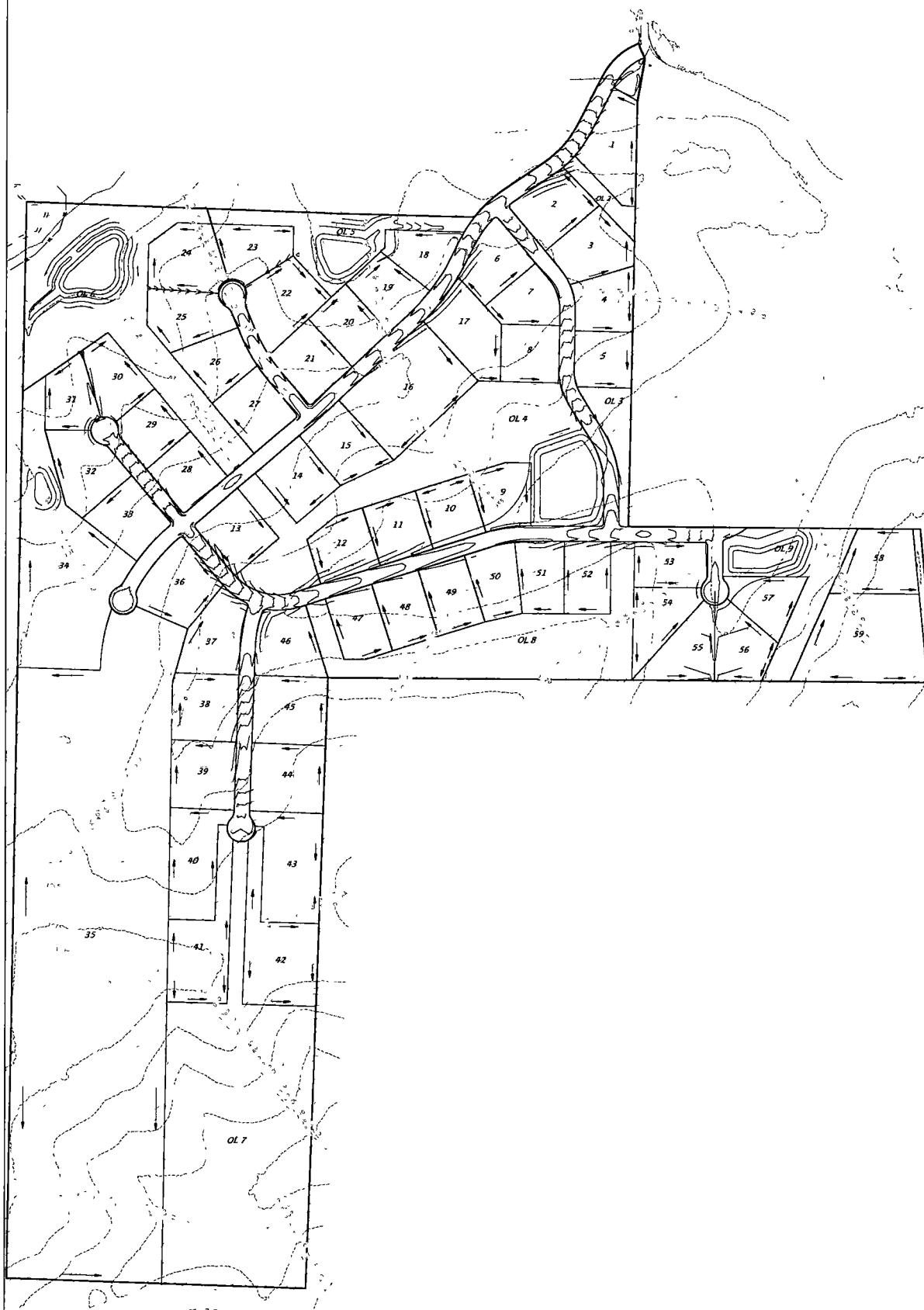


EXHIBIT C

EXHIBIT D

[stormwater management maintenance agreement – TO BE ATTACHED]

AGREEMENT FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

RECITALS:

A. Sugar River Vista Homeowners Association _____
is the Developer of property in the
Town of Verona _____,
County of Dane, State of Wisconsin, more particularly described on
Exhibit A attached hereto ("Property").

B. The County requires Developer to record this Agreement regarding
maintenance of stormwater management measures to be located on the
Property. Developer agrees to maintain the stormwater management
measures and to grant to the County the rights set forth below.

NOW, THEREFORE, in consideration of the agreement herein and other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
the Developer agrees as follows:

1. Maintenance. Developer and its successors and assigns shall be responsible
to repair and maintain the stormwater management measures located on the
Property in good condition and in working order and such that the measures
comply with approved plans on file with Dane County. Said maintenance
shall be at the Developer's sole cost and expense. Developer will conduct
such maintenance or repair work in accordance with all applicable laws,
codes, regulations, and similar requirements. Specific maintenance task are
more particularly described on Exhibit A. The location of each stormwater
management practice is shown on Exhibit B.
2. Easement to County. If Developer fails to maintain the stormwater
management measures as required in Section 1, then County shall have the right, after providing Developer with written
notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the County's maintenance
request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. County will
conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and
will not unreasonably interfere with Developer's use of the Property. All costs and expenses incurred by the County in
conducting such maintenance may be charged to the Developer of the Property by placing the amount on the tax roll for
the Property as a special assessment in accordance with Section 66.0703, Wis. Stats. and applicable portions of the Dane
County Ordinances.
3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is recorded with the
Register of Deeds Office for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall
continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register
of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed by the County and all of the
then-Developers of the Property.
4. Miscellaneous.
 - (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and
shall be deemed given when personally served or three (3) days after the same has been deposited with the
United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed
as follows:

If to Developer: Sugar River Vista Homeowners Association _____
c/o Tony Heinrichs _____
702 North High Point Road _____
Madison, WI 53717 _____

If to County: Dane County Land & Water Resources Department
Water Resource Engineering Division
5201 Fen Oak Drive, Room 208
Madison, WI 53718

DOCUMENT #
6069681
12/12/2025 01:40 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 5

This space is reserved for recording data

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

Parcel Number(s):

0608-194-8014-0, 0608-194-8025-0, 0608-194-8355-5, 0608-194-9503-0,
0608-194-9514-0, 0608-194-9525-0, 0608-203-8513-0, 0608-203-8723-0,
0608-203-9003-0, 0608-203-9110-0, 0608-203-9700-2, 0608-301-8002-0,
0608-301-8125-2, 0608-301-8250-0, 0608-301-8376-0

Any party may change its address for the receipt of notice by written notice to the other.

(b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

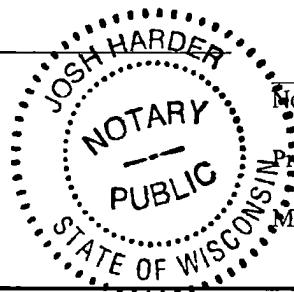
(c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.

(d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.

(e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Megan Duffy
Water Resource Engineering Division Staff Signature

Megan Duffy
Print or type name



State of WI, County of Dane; Subscribed and sworn before me on December 11, 2025 by the above named person(s).

J Harder
Notary Public

Print or type name: Josh Harder
My Commission Expires: 3/13/2027

Tony Heinrichs
Developer Signature

Tony Heinrichs
Print or type name

State of WI, County of Dane; Subscribed and sworn before me on Tony Heinrichs by the above named person(s).

Ann F. Haymaker
Notary Public

Print or type name: ANN F. HAYMAKER
My Commission Expires: 12-12-25

DRAFTED BY: D'Onofrio Kottke & Associates _____
7530 Westward Way _____
Madison, WI 53717 _____
Dan Singer, PE _____

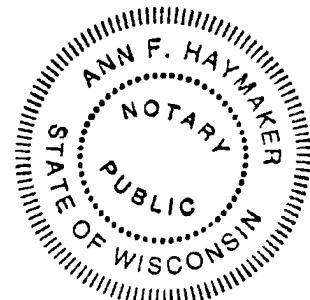


Exhibit A

Property Description

The property consists of the SUGAR RIVER VISTA plat.

General Maintenance Requirements

All stormwater practices constructed as part of this project are permanent and must be maintained in a functional state. Land use, impervious areas and stormwater practices shall not be significantly altered without written permission from the County's Water Resources Engineering Division. Owner shall maintain records of inspections and maintenance as described below, in accordance with Dane County Ordinance, Chapter 14. Post-construction stormwater BMPs used to meet the performance standards must be located on the permittee's property unless a BMP permission letter is provided from the owner of the off-site BMP.

Specific Maintenance Requirements

Wet Pond

- Annually inspect all components of the wet pond, including inlets, outlets, riprap, and safety shelf, and sediment depth.
- Keep embankments clear of woody vegetation.
- Mowing in buffer areas around stormwater ponds should be minimized. If occasional mowing is necessary, mow no shorter than 6 inches.
- Application of fertilizer, herbicide, pesticide or other chemicals is discouraged.
- Remove sediment from permanent pool once average depth is 3.5 feet or less. Protect liner from damage during sediment removal, if present.
- Excavation is prohibited below the original design depth unless approved by Dane County Water Resources Engineering Department.
- Repairs must restore the practice to the approved plan design.

Bioretention Device

- Inspect quarterly to ensure proper function and check for any potential problems. If standing water is observed 24 hours after rainfall, the basin is failed and must be restored according to the approved plan design.
- Maintain vegetation type specified in approved plan. Remove all other vegetation from device as needed.
- Repair eroded areas as needed.
- Remove litter and debris regularly.
- Re-mulch voids areas as needed.
- Water plants as needed during first growing season and during dry periods after first growing season.
- Treat diseased trees and shrubs as needed.
- Do not dump snow into device.
- Once a dense vegetation layer is formed, additional mulch does not need to be added.
- Repairs must restore the practice to the approved plan design.

Storm Sewer

- Inspect storm sewer after rainfall and remove debris from inlets and outfalls
- Repair inlets and outfalls that are damaged or show signs of erosion.
- Replace rip-rap as necessary.
- Repairs must restore the system to the approved plan design.

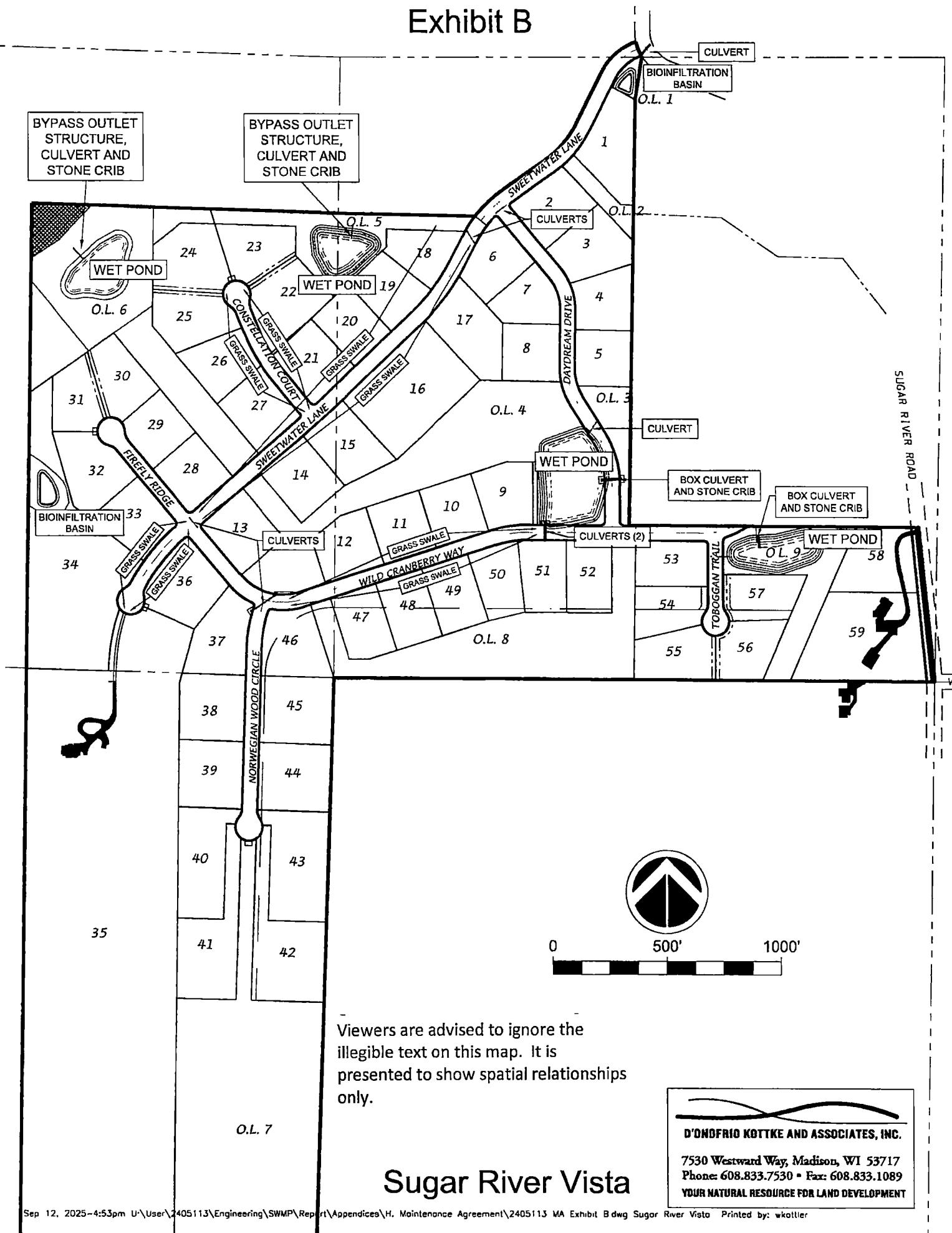
Stone Crib

- The Owner shall visually inspect the stone crib, outfalls and underdrain pipe biannually.
- Any debris or litter shall be removed. Any areas of erosion or animal burrowing shall be repaired to the original design.
- All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to any outfall and the outlet structure.
- No structures of any kind are permitted within the stone crib area.
- Monitor observation well and consult engineer if water is still observed 72 hours after a rain event. If water is retained for greater than 72 hours, mitigation of the stone crib may be required.

Vegetated (Grass) Swale

- Owner shall maintain records of inspections, cleaning, and any other maintenance.
- Visual inspection of the storm drainage swale, outfall, and riprap shall be performed, at a minimum, semi-annually.
- Outlets and riprap shall be kept free of debris and repaired if not in designed working condition.
- No structures of any kind are permitted in the drainage swale without prior written approval of the Town
- Vegetative cover shall be maintained at a minimum established height of 12 inches. Taller growth is acceptable if vegetation remains dense and healthy.
- Ditch flowlines shall not be mowed. Limited clearing of woody or undesirable vegetation may be performed to maintain active live grass cover and proper drainage function.
- Maintenance shall be required when portions of the drainage swale have eroded. Any accumulated silt or debris resulting from erosion shall be cleaned out, and all eroded or disturbed areas restored with seed and matting as needed.
- Any alterations to the approved swale shall be approved by the Town.

Exhibit B



Sugar River Vista

D'ONDFRIO KOTTKE AND ASSOCIATES, INC.
 7530 Westward Way, Madison, WI 53717
 Phone: 608.833.7530 • Fax: 608.833.1089
 YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

EXHIBIT E

[Stewardship Plan – TO BE ATTACHED]



Stewardship Plan

Sugar River Vista

Town of Verona, Dane County, Wisconsin

December 11, 2024

Project Number: 20241352

Sugar River Vista

Town of Verona, Dane County, Wisconsin

December 11, 2024

Prepared for:

Mr. Tony Heinrichs

Heinrichs Development Group

702 N. High Point Rd.

Madison, WI 53717

608-235-9220

tonyheinrichs10@gmail.com

Prepared by:

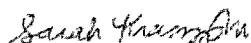
Heartland Ecological Group, Inc.

506 Springdale Street

Mount Horeb, WI 53572

608-490-2450

www.heartlandecological.com



Sarah Kraszewski, Senior Ecologist



Jeff Kraemer, Principal

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Appendix A | Figures

Appendix B | Lot Layout Exhibit

Appendix C | Site Photographs



1.0 Introduction

The Sugar River Vista development (the "Development") is a proposed conservation subdivision development project led by Heinrichs Development Group. The Development is approx. 226 acres and is located west of the intersection of Sugar River Road and Valley Road, T6N, R8E, Sections 19, 20, and 30, in the Town of Verona, Dane County, Wisconsin (Figure 1, Appendix A). The Development is anticipated to be constructed in phases.

The Town of Verona (the "Town") Land Division and Development Ordinance (the "Ordinance") requires that conservation subdivision developments reserve at least 30% of the total development acreage as open space which may include woods, streams, wetlands, grasslands, topographical features, and other natural or cultural features. The open space areas proposed for the Development total approximately 58 acres and correspond to the outlots shown on the Lot Layout exhibit prepared by D'Onofrio Kottke and Associates, Inc. (Appendix B).

The Ordinance requires the creation of a stewardship plan to manage common open space in perpetuity. The stewardship plan shall be approved by the Town prior to final plat approval. Heartland Ecological Group, Inc. ("Heartland") has prepared this Stewardship Plan on behalf of Heinrichs Development Group. This Stewardship Plan focuses on the designated open spaces and includes a narrative of existing conditions, proposed restoration conditions for the open spaces, site preparation and implementation measures, restoration establishment measures, long-term maintenance measures, management responsibilities, estimated maintenance costs, and funding. A figure depicting existing conditions and representative photos as well as a figure depicting the proposed restoration communities within the open spaces are provided (Appendix A).



2.0 Existing Conditions

The immediate surrounding landscape of the Development is rural and consists of agricultural lands with scattered residences. Sugar River Wetlands State Natural Area is located to the east of the Development. The City of Verona is less than a mile from the Development to the northeast. The Development is located primarily within the Southwest Savanna Ecological Landscape, near the transition with the Southeast Glacial Plains Ecological Landscape to the east. Prairie and savanna were the dominant habitat types in the Southwest Savanna Ecological Landscape prior to Euro-American settlement. The dominant land use is now agriculture.

Heartland Senior Ecologist, Sarah Kraszewski, conducted a field visit on September 16, 2024 to assess existing conditions and take photographs within the areas designated for open space within the Development. Representative photos taken of existing conditions within the open spaces are provided in a photo log (Appendix C) and photo point locations are provided on Figure 2 (Appendix A).

The existing conditions observed within the open spaces consisted of forest, cropland, old field and tree lines within and along the perimeter of cropland, and a small component of wetland that generally correlates with a Wisconsin Wetland Inventory (WWI) mapped wetland and is associated with a waterway. The approximate locations of these land cover types are depicted on Figure 2. An existing ATC power line runs north-south along the western perimeter of the Development and then runs west-east through the center of the Development. The power line right-of-way is estimated to be 40-ft wide and appears to be maintained to control woody vegetation but is otherwise dominated by weeds.

2.1 Forest

The southernmost area designated for open space is wooded and consists primarily of oak-hickory forest with a relatively closed canopy characterized by large white oak (*Quercus alba*) and red oak (*Quercus rubra*) typically exceeding 20 inches diameter at breast height (dbh), black cherry (*Prunus serotina*) typically 12 inches dbh or greater, and bitternut hickory (*Carya cordiformis*) that were generally 3-8 inches dbh with some trees exceeding 18 inches dbh. There was no oak regeneration observed and bitternut hickory appeared to be increasing in abundance. Black walnut (*Juglans nigra*), more commonly observed in the southern portion of the forest, typically exceeded 20 inches dbh. Less common trees in the



canopy included American basswood (*Tilia americana*), elm (*Ulmus* spp.), shagbark hickory (*Carya ovata*), northern hackberry (*Celtis occidentalis*), sugar maple (*Acer saccharum*), and box elder (*Acer negundo*).

The shrub layer was relatively open with approximately 20% cover of tree saplings and invasive common buckthorn (*Rhamnus cathartica*). Other woody invasive species observed include scattered barberry (*Berberis* spp.), multiflora rose (*Rosa multiflora*), and a few invasive bush honeysuckle (*Lonicera* spp.). There was approximately 80% vegetative cover in the herbaceous layer and the understory species were primarily native. Dominant herbaceous species included American hog-peanut (*Amphicarpa bracteata*), Canadian clearweed (*Pilea pumila*), and black snakeroot (*Sanicula* sp.).

2.2 Cropland

Most of the designated open space in the central and northern portion of the Development consisted of cropland planted to corn during the 2024 growing season.

2.3 Old Field and Tree Lines

The cropland perimeters consisted primarily of old field, which was characterized by grassland with scattered trees and shrubs. Tree lines were common along the field edges. Non-native and/or weedy native species were dominant in the herbaceous layer. Dominant non-native grasses included Kentucky bluegrass (*Poa pratensis*), reed canary grass (*Phalaris arundinacea*), wooly cup grass (*Eriochloa villosa*), and smooth brome (*Bromus inermis*). Grape vine (*Vitis* sp.) was common growing over the grasses. Dominant forbs included Queen Anne's lace (*Daucus carota*), Canada goldenrod (*Solidago canadensis*), red clover (*Trifolium pratense*), and common milkweed (*Asclepias syriaca*). Invasive forbs included wild parsnip (*Pastinaca sativa*), plumeless thistle (*Carduus acanthoides*), crown vetch (*Securigera varia*), leafy spurge (*Euphorbia esula*), and white sweet clover (*Melilotus alba*).

Commonly observed shrubs included smooth sumac (*Rhus glabra*), prickly ash (*Zanthoxylum americanum*), gray dogwood (*Cornus racemosa*), invasive bush honeysuckle, and common buckthorn. Scattered trees within old fields and along tree lines included black cherry, white mulberry (*Morus alba*), box elder, and black walnut. The northernmost open space area borders planted Norway spruce (*Picea abies*) and several large silver maple



(*Acer saccharinum*) are present along the northern perimeter of the northcentral open space. Black locust (*Robinia pseudoacacia*) were observed in the easternmost open space.

2.4 Wetland

A degraded wet meadow community is present within the northwest corner of the Development. A wetland delineation was not completed and the wet meadow area depicted on the figures represents the area dominated by wet meadow vegetation. The wet meadow is dominated by reed canary grass with scattered stinging nettle (*Urtica dioica*), sawtooth sunflower (*Helianthus grosseserratus*), Canada thistle (*Cirsium arvense*), great angelica (*Angelica atropurpurea*), and orange jewelweed (*Impatiens capensis*) in the herbaceous layer; scattered invasive bush honeysuckle and American elderberry (*Sambucus nigra*) in the shrub layer; and a few box elder and willow (*Salix* sp.) trees in the canopy. The wet meadow is associated with the banks of an unnamed tributary to the Sugar River and extends outside the Development boundary.



3.0 Restoration Concept

3.1 Concept Overview

The restoration concept for the open spaces is depicted on Figure 3 (Appendix A). A schedule for proposed site preparation, establishment, and long-term management is provided in Table 1. Forest and wetland will be maintained within the existing locations. Existing cropland and old field areas shall be restored to native prairie. The restored prairie areas shall provide aesthetically pleasing native plant diversity for the homeowners, stabilize soils, provide nectar and pollen resources for pollinators, provide wildlife habitat, and restore a plant community that was once historically common in this landscape but has largely been impacted by agricultural practices. The interior slopes of the four proposed wet ponds will be planted with native wetland species and the berms will be planted with prairie species and grade into the surrounding prairie restoration areas.

The ATC power line ROW is recommended to be left as is, except for management of invasive species, since it is subject to periodic maintenance and access. A trail will be mowed through some of the open space areas being restored to prairie and a loop trail will be constructed within the forest for passive recreation purposes such as walking and bird watching.

3.2 Site Preparation and Implementation

3.2.1 Forest

Because the forest is dominated by native species and is providing wildlife habitat, restoration implementation shall focus on invasive shrub control. Invasive shrub control shall be conducted within the forest during Development construction to target common buckthorn, invasive bush honeysuckle, barberry, and multiflora rose. Basal bark herbicide treatments should be used for common buckthorn outside of the growing season to reduce impacts to the native herbaceous species. Foliar herbicide applications shall be conducted with backpack sprayers during the following two growing seasons (preferably early in the growing season) to target small saplings and seedlings of common buckthorn as well as multiflora rose, Japanese barberry, and invasive bush honeysuckle.

Additional vegetation may be required to be removed for the placement of the loop trail through the forest. This may include cutting of shrubs, saplings, and herbaceous vegetation



as well as removal of dead or downed trees in the path. The path should be designed to avoid impacts to desirable trees.

3.2.2 Prairie

Seedbed Preparation

Interior barbed wire fencelines shall be removed. Exterior fences to the Development shall remain in place. Box elder, mulberry, and most shrubs shall be removed from old field areas and trees lines within the interior of the Development during construction as they will shade and encroach upon the prairie areas. Select native trees and shrubs such as healthy black cherry, black walnut, apple, and nannyberry may be left. Mature native trees or planted evergreens along the Development perimeter shall be left in place for screening purposes.

Non-selective herbicide treatments should be applied to remove existing herbaceous vegetation within old field areas for seedbed preparation. Herbicide treatments should be conducted over one to two growing seasons prior to native seed installation. An appropriate temporary cover crop, such as oats or winter wheat, should be installed following herbicide applications in areas where herbaceous vegetation removal may pose erosion concerns.

Areas currently in row crop production should continue to be cropped with corn or soybeans to provide weed control until these areas are ready to be seeded to prairie. Fields that are left fallow may require seedbed preparation herbicide treatments prior to seeding.

Native Seed Installation

A native prairie seed mix should be installed following appropriate seed bed preparation. Prairie seed should be obtained from a reputable native plant nursery that can provide species with local genotype. Seed may only be installed during the spring, fall, or frost native seeding windows which are typically from April 1-June 15, October 31-frozen ground, and early winter before snowfall or during snow free periods until spring, respectively. Seed should be installed with an appropriate temporary cover crop (e.g., oats and winter wheat) based on the time of year.

The preferred seed installation timing for this project is during November and December after crops have been harvested from the agricultural fields and after at least one growing season of herbicide treatments to remove existing weedy vegetation in the old field areas. Seed may be installed during the spring seeding window if site or weather conditions, such



as wet soils or deep snow, prohibit seeding in the late fall and winter. Native seed for prairie establishment can be installed with native seed drills, drop seeders, and broadcast seeders that are intended for native seed and can be appropriately calibrated. Hand-broadcasting may only be used if there are small areas that seeding equipment cannot access. The selected method will be based on the professional judgement by the restoration contractor and depending on site conditions and constraints at the time of seed installation. See section 3.3 for prairie establishment information.

3.2.3 Wetland and Wet Ponds

No work is proposed within the existing wetland in the northwest corner of the development.

A native wetland seed mix, such as a detention/stormwater basin seed mix or a customized mix that contains native species that can tolerate fluctuating water levels and poor water quality, shall be installed within the interior slopes of the wet ponds following final grading. The top of the wet pond berms and exterior slopes shall be seeded with a prairie seed mix similar to the seed mix specified for the surrounding prairie restoration areas.

3.3 Establishment Plan

Three years of short-term management is recommended for the prairie and wet pond restoration areas to support the establishment of installed native species, reduce the presence of undesirable species, and address erosion or other restoration concerns. An adaptive management approach should be used whereby observations made during and after management activities guide the tasks and timing of the next management event. Potential corrective measures may include erosion repair and supplemental seeding. Because the Development may be constructed in phases, the restoration and establishment of the various open areas may be on different schedules. Short-term management timelines should be based on the number of years following native seed installation.

Target invasive species within restoration areas at the Development shall include all species listed as Restricted or Prohibited under the Wisconsin Invasive Species Rule (Wis. Admin. Code NR 40). Mowing and spot spray herbicide treatments are anticipated to be the primary management strategies to reduce invasive species and foster native species establishment.



Mechanical mowing with a tractor or UTV-mounted mower should be used to reduce weed competition, reduce weed seed production, and to increase surface light levels to allow for the germination of native seeds within all prairie restoration areas. Mowing shall be timed when weed species are in later bud stage/flower and prior to seed maturation.

Establishment mowing is typically needed in June, July, and late August/early September in Dane County, but is based on growing season conditions and the types of weed species present. Vegetation should be cut level with the ground surface at a height of 8 inches during the first year of establishment and then to a height of 10-12 inches in the second and third year of establishment as needed. Selective mechanical mowing or mowing with handheld brushsaws shall be used on an as-needed basis once the native vegetation is established to reduce select patches of annual or biennial weeds as well as reduce seed production by perennial weeds.

Herbicide treatments are recommended to control target invasive species. The appropriate herbicide, application methodology, and timing should be selected to achieve the most effective control of the target species. Selective herbicides (i.e., broadleaf-selective) should be applied when possible to reduce damage to desirable species and avoid creating bare areas that may facilitate future weed growth. Aquatic-approved herbicides should be applied in areas that may have standing water or where the herbicide may come in contact with surface water.

3.4 Long-Term Management

Long-term management should occur after the three-year establishment period, or when the restored plant communities are adequately established and the level of management can be reduced. The goal of long-term management is to maintain the native plant diversity and habitat values of the restored plant communities. It is recommended that annual monitoring be conducted to identify management needs or restoration concerns such as erosion, incompatible land use by homeowners or adjacent property owners, or new or spreading invasive species. Long-term management strategies may include mowing, herbicide treatments, supplemental seeding, erosion control, and prescribed burning.

Prescribed burning is a critically important management tool to maintain the health of prairie communities. It is recommended that prescribed burning is utilized as a long-term management tool for the restored prairie and wet pond areas, pending site and weather



conditions. The ecological restoration contractor shall prepare a burn plan that describes the burn units, goals, locations of burn breaks, hazards, required notifications, weather parameters, equipment and burn crew requirements, and maps. Burn breaks will be installed prior to burning and may consist of existing mowed trails, edge of pavement, or mowed breaks around the burn unit perimeters.

Prairie areas shall be burned a minimum of once every 3-5 years. Prairie areas can be burned in a rotation whereby several units are burned each year or every other year as long as each unit is burned a minimum of once every 5 years. Prescribed burning may be completed during the typical spring and fall burn windows.

4.0 Ownership and Responsibilities

A homeowners association (HOA) will own and be responsible for the continued management of the common open space at the Development once established. The Developer is responsible for completing the site preparation, implementation, and establishment tasks listed in Table 1 including trail design and installation, prairie and wet pond establishment, and initial invasive shrub clearing in the forest. The HOA is responsible for completing maintenance and long-term management of the open spaces after establishment and as listed in the long-term management section of Table 1.

Some of the implementation and site preparation measures detailed in the restoration concept for this Development may be completed by the general construction contractor, such as fenceline removal and the removal of invasive trees and shrubs in existing tree lines. The Developer and the HOA will contract with a qualified ecological restoration contractor to complete ecological restoration services including seed bed preparation, native seed mix installation, invasive shrub removal in the forest, targeted herbicide treatments to control invasive plants, management mowing of establishing prairies and wet ponds, and prescribed burning. A landscape contractor or a homeowner could conduct trail mowing.

The HOA is responsible for adhering to any bylaws, Declaration of Covenants, conditions, restrictions, etc. for this Development when implementing this Stewardship Plan.


Table 1. Proposed Site Preparation, Establishment, and Long-Term Management
Schedule

Stage	Area	Task
Site Preparation and Implementation		
Year of Construction or Prior Year	Forest	<ul style="list-style-type: none"> Invasive shrub control. Design and build loop trail.
	Prairie	<p>Existing old field and tree lines:</p> <ul style="list-style-type: none"> Invasive tree and shrub removal. Non-selective herbicide treatments for at least one growing season to remove existing vegetation prior to installing prairie seed. Install prairie seed (refer to Section 3.2.2).
		<p>Existing cropland</p> <ul style="list-style-type: none"> Continue farming until ready to install prairie seed. Install prairie seed (refer to Section 3.2.2).
	Wet Pond	<ul style="list-style-type: none"> Install native seed mixes after final grading.
Establishment		
Year 1	Prairie and Wet Pond	<ul style="list-style-type: none"> Mow native seeding areas - 3 events. Spot spray herbicide treatment to target invasive species – 2 to 3 events. Design mowed trail system.
	Forest	<ul style="list-style-type: none"> Spot spray herbicide treatment to target invasive woody resprouts, saplings, and seedlings. Maintain loop trail.
Year 2	Prairie and Wet Pond	<ul style="list-style-type: none"> Mow native seeding areas – 2 to 3 events. Spot spray herbicide treatment to target invasive species – 2 to 3 events. Install supplement seed, if needed. Mow trails.
	Forest	<ul style="list-style-type: none"> Spot spray herbicide treatment to target invasive woody resprouts, saplings, and seedlings. Maintain loop trail.
Year 3	Prairie and Wet Pond	<ul style="list-style-type: none"> Mow or spot mow native seeding areas, if needed. Spot spray herbicide treatment to target invasive species – 3 events. Mow trails.
Long-Term Management		
Annual	All Open Space	<ul style="list-style-type: none"> Monitor for incompatible land use, scout for new or spreading invasive species, develop management recommendations. Maintain trails. Control target invasive species in forest, prairie, and wet pond, as needed.
Every 3-5 Years	Prairie and Wet Pond	<ul style="list-style-type: none"> Conduct prescribed burn.



5.0 Estimated Maintenance Cost

A preliminary estimate of probable costs associated with annual maintenance of the established plant communities and woodland in the open space is \$12,000 based on 2024 costs. This cost includes annual monitoring, trail maintenance (assumes three trail mowing events and one event of downed tree/hazard tree removal from the loop trail in the woodland), invasive species management (assumes three crew days of invasive species management per year), and prescribed burning. The cost of prescribed burning assumes that all restored prairies are burned every four years at an estimated cost of \$9,000 and the cost is divided by four to create an annual cost of \$2,250 for budgeting purposes. Actual costs will be based on conditions at the time of the work and the rates proposed by the selected ecosystem restoration contractor. Annual inflation should be factored into future budgets and fees.

6.0 Conclusion

Heartland prepared this Stewardship Plan for the Sugar River Vista development on behalf of Heinrichs Development Group. The Development is located in the Town of Verona, Dane County, Wisconsin. The purpose of this Stewardship Plan is to guide the implementation and management of the common open spaces in perpetuity per the Town of Verona Land Division and Development Ordinance. The restoration concept for the open spaces is to restore existing old field and cropland to prairie, plant constructed wet ponds with native wetland and prairie seed, and to control invasive shrubs within the forest. A HOA will own and be responsible for long-term management of the open spaces.

