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**Declaration of Covenants and Restrictions  
for Arbor Ridge**

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**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR ARBOR RIDGE**

Hendricks Land Development, LLC (“Developer”) owns all of the lots in Arbor Ridge (the “Subdivision”) located in the city of Janesville, Rock County, Wisconsin. The plat of the Subdivision has been recorded in the office of the Register of Deeds of Rock County, Wisconsin on the 22<sup>nd</sup> day of March, 2007, as Document #1784039.

The Subdivision consists of 65 Lots (the “Lot” or “Lots”) upon which residential dwellings are to be built and 13 outlots (the “Outlots”). The Subdivision is divided into two sections. Lot 1 and Lots 5 through 24 are referred to as the Southern Prairie Lots and Lots 25 through 65 are referred to as the Northern Estate Lots. Lot 1 and Lots 5 through 65 are hereinafter called the “Residential Lots.” Lots 2, 3 and 4 are reserved for Multifamily development and are hereinafter referred to as the “Multifamily Lots.”

Developer has established this Declaration of Covenants and Restrictions (the “Declaration” or these “Covenants and Restrictions”) for the purpose of establishing a general scheme for the development and construction of improvements on the Lots in the Subdivision, to control the use of and activities on the Lots, and for the purpose of enhancing and protecting the value, attractiveness, appeal, and desirability of the Lots within the Subdivision.

Developer has created an Architectural Control Committee (the “Committee”) as provided in Article 3 and has created the Arbor Ridge Homeowners Association Inc. (the “Association”) as provided in Article 5 all for the purpose of implementing and enforcing these Covenants and Restrictions.

These Covenants and Restrictions apply to all of the Lots in the Subdivision except as otherwise provided and are binding upon the owners, their successors, and assigns, of each of the Lots in the Subdivision.

**ARTICLE 1. RESTRICTIONS ON USE OF LOTS**

1.1 Residential Use. No Lot shall be used except for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any Residential Lot other than one detached single family home not to exceed two stories (excluding the attic) in height and an attached private garage large enough to accommodate not less than two nor more than four automobiles (a “Residence”). The basement of the Residence that is exposed or partially exposed shall not constitute a “story” in determining the height of the Residence.

1.2 Multifamily Residential. The maximum number of Multifamily units (a “Unit” or “Units”) which may be constructed on each Multifamily Lot shall be governed by municipal ordinances. The Multifamily Lots may be divided and re-divided in the process of developing and constructing Units on them.

1.3 Outlots. The Outlots may not be used for the construction of a Residence or Unit. The Outlots are intended for and shall be used exclusively as common areas for the Subdivision.

1.4 Restrictions on Resubdivision of Residential Lots. No Residential Lot shall be divided into smaller Lots so as to increase the total number of Lots in the Subdivision. This prohibition does not preclude the combining of two Residential Lots for the purpose of constructing one Residence nor does it preclude dividing a Residential Lot and attaching the two portions of the Residential Lot to the adjoining Residential Lots to create two larger Residential Lots nor does it preclude the transfer of a portion of a Residential Lot to an adjoining Residential Lot so long as the total number of Lots in the Subdivision is not increased.

1.5 Prohibited Uses. The following prohibited uses apply to all Lots.

1.5.1. No machinery, motor vehicles, motorcycles, cars, trucks, boats, trailers, campers, recreational vehicles, snowmobiles, water craft of any kind, nor any similar vehicles, nor any equipment of any type (all of which are hereafter referred to as “Motor Vehicles and Equipment”) shall be stored or kept on any Lot except if kept within the garage of the Residence with the garage door closed. All Motor Vehicles and Equipment not kept within the garage of the Residence must be moved at least once every 24 hours. No Motor Vehicles or Equipment shall be permanently stored outside the garage of the Residence. No Motor Vehicles or Equipment shall be parked on the lawns or the yard of any Lot at any time.

1.5.2. The number of domestic animals kept in any Residence or Unit is limited by City ordinance. Notwithstanding any City ordinance, no more than two animals of any type (e.g. two cats or two dogs) may be kept on any Residential Lot. No animals of any kind shall be kept, bred, or maintained for any commercial purpose or for providing fur, clothing, or food. All pets kept on a Lot must be restrained or confined to the owner’s Lot. All Lots shall be kept clean and free of pet waste and debris.

1.5.3. There shall be no free-standing kennels nor shall there be any dog runs, whether free-standing or attached to the Residence or Unit. All pets shall be confined to the owner’s Lot whether by leash or by invisible fence. Pet waste made in common areas of the Subdivision must be picked up immediately by pet owners. All pets must be leashed at all times when off the owner’s Lot.

1.5.4. No doghouses shall be permitted without the prior written approval of the Committee.

1.5.5. No Lot or portion of a Lot may be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind. Trash, garbage, or other waste shall not be kept on any Lot except completely within well-maintained sanitary containers and only in reasonable quantities and until the next regularly scheduled pickup or removal of such items. All equipment and containers used for the storage or other disposal of such waste materials shall be kept in clean and sanitary conditions and kept within the garage or other enclosure. Materials incident to the

construction of improvements on a Lot may be stored on the Lot during construction so long as construction progresses on such Lot without delay.

- 1.5.6. No trailer, tent, shack, garage, barn, outbuilding, or any part thereof shall ever be used as living quarters whether temporary or permanent.
- 1.5.7. No business or commercial structure or improvements shall be erected or allowed to operate on any Lot excepting only that an owner of a Residence or Unit may use a room in the Residence or Unit as an office or studio provided that no advertising signs shall be displayed and provided that any such use shall comply with all applicable zoning ordinances and regulations. Developer may maintain a model home and may operate a sales office out of any Residence or Unit on any Lot. Developer may also maintain a temporary structure or trailer on a Lot for use as a sales office.
- 1.5.8. No sign of any kind shall be displayed to public view on any Lot except a "for sale" sign of no more than eight square feet used by the owner of the Lot advertising the Residence or Lot for sale. Developer may install a permanent entrance sign or signs to the Subdivision. Developer may also install temporary advertising signs on any Lot owned by Developer.
- 1.5.9. No clotheslines or any type of clothes drying apparatus shall be installed or used on any Lot.
- 1.5.10. No wind-powered electric generators, solar panels, exterior television or radio receiving or transmission antennas, and no satellite signal receiving station or dish larger than 18 inches in diameter shall be allowed on any Lot, Residence or Unit, without the prior written consent of the Committee. The location of all satellite dishes shall be subject to the approval of the Committee.
- 1.5.11. No firewood or wood piles shall be allowed on any Lot unless they are neatly stacked, placed in the side or rear yard not adjacent to the street and screened from neighbors and street view by approved landscaping or plantings or an approved fence.
- 1.5.12. No building material of any kind or character shall be stored on a Lot except during the construction of a Residence or Unit or other improvement on the Lot.
- 1.5.13. Front yard decorations such as wildlife reproductions, figurines, or sport symbols other than approved lighting, mailboxes, or seasonal decorations are prohibited. Holiday decorations are allowed but must be removed within one month after the holiday.
- 1.5.14. Basketball backboard, hoop, post, or other related equipment, whether portable or permanently fixed are prohibited while not in use unless the equipment cannot be viewed from the street.

1.5.15. There shall be no above-ground swimming pools permitted in the Subdivision. In-ground swimming pools are permitted provided all associated pool equipment cannot be viewed from either the street or adjoining Lots. All in-ground pools shall be required to include an approved fence for safety purposes. All pool and fencing plans must have prior approval from the Committee.

1.5.16. No loud or unreasonable noise such as music, motorbikes, or other motorized devices nor any activity which creates or tends to create a nuisance shall be permitted on any Lot. No unlawful, noxious, or offensive activity shall be carried on or maintained on any Lot nor shall anything be done or permitted to be done thereon which may be or become an annoyance or a nuisance to any surrounding Lot owners.

1.5.17. No hunting of any kind is allowed within the Subdivision. Fishing may be permitted in designated areas but is subject to change by the Association.

1.5.18. No personal property, equipment, household items, or merchandise of any kind shall be displayed for sale in the yard or lawn of any Lot. No more than one garage sale during any twelve-month period shall be permitted on any Lot.

## ARTICLE 2. COMMON AREAS AND FACILITIES

2.1 Common Areas Defined. The term “Common Area” shall mean Outlots 1 through 13.

2.2 Reservation of Common Areas. The Developer hereby declares all of the “Common Areas” shall be reserved for the benefit of all Lot owners and Unit owners of the Subdivision for the purposes intended, including without limitation, the perpetual maintenance, operation, repair, and replacement of the Common Facilities located thereon.

2.3 Common Facilities Defined. Developer hereby declares that all of the following facilities and improvements shall be known and identified herein as “Common Facilities” as and to the extent installed and constructed by the Developer or the Association:

2.3.1. The storm water detention ponds and all associated storm sewer lines, outfall structures, rip rap, and other improvements and facilities located in the Common Areas for storage and management of storm and surface waters.

2.3.2. All monuments, decorative structures, signage intended for permanent location, landscaping, fences, and other structures and improvements located within the Common Areas.

2.3.3. All walking trails, landscaping, wildlife ponds, and passive recreational facilities (e.g. benches or footbridges) located in the Common Areas.

2.4 Costs and Expenses of Common Areas and Facilities. The Association shall be responsible for all costs and expenses associated with the maintenance, repair, replacement, and operation on and to the Common Areas and the maintenance, repair, replacement, and operation of the Common Facilities.

2.5 Transfer of Common Areas. The Developer shall have the right at any time following formation of the Association to convey or otherwise transfer to the Association, without cost, all or any portion of the Common Areas and the Common Facilities and the Association shall accept title to the same and assume responsibility for the management and maintenance of the Common Areas and the Common Facilities.

### ARTICLE 3. ARCHITECTURAL CONTROL COMMITTEE

3.1 Appointment. The Developer has created an Architectural Control Committee (the "Committee") for the purpose of reviewing and approving the building plans and landscaping plans for all Residences and improvements, including all Multifamily buildings, to be constructed on any of the Lots in the Subdivision. The Committee shall consist of one or more representatives of the Developer. The Developer may, at any time, resign as the Committee and upon such resignation the Developer shall notify the Association in writing of such resignation. At that time, the Association shall elect the Committee consisting of three persons who shall establish its rules and procedures for operating. Notwithstanding the fact that the Developer may resign as the Committee, the Developer shall act as the Committee for any Lots owned by the Developer unless and until the Developer specifically assigns such right to the Committee.

3.2 Procedure for Approval. Each of the following documents (the "Approval Plans") must be submitted to the Committee for its approval prior to the Lot owner commencing any construction, remodeling, or repair to any improvements on his or her Lot and prior to the Lot owner requesting a building permit from the appropriate authorities:

- 3.2.1. Plat of the Lot showing all proposed construction, changes, additions, and/or repairs;
- 3.2.2. Engineering plans and specifications for all construction, changes, additions, and/or repairs, including a grading plan for the Lot showing, among other things, the height of the top of the foundation for the Residence or building or other improvement relative to the top of the street curb;
- 3.2.3. Landscaping, fencing, and general development plans; and,
- 3.2.4. Architectural, building, elevation drawings, and construction plans for the construction, changes, additions, and/or repairs showing the nature, kind, shape, height, materials, and location of all landscaping and improvements on the Lot and specifying any requested variance from any of the requirements set forth in these Covenants and Restrictions and if requested by the Committee, samples of proposed construction materials.

3.2.5. All Approval Plans must be submitted in duplicate and must be sent to the Committee by hand delivery or certified mail; provided, however, the Developer shall not be obligated to submit or obtain approval as long as the Developer owns any Lots in the Subdivision. At such time as the Approval Plans meet the approval of the Committee, one complete set of the Approval Plans will be retained by each party and the other complete set shall be marked approved, signed by each party, and returned to the Lot owner or the Lot owner's designated representative. If the Approval Plans are disapproved, one set of the Approval Plans shall be returned to the Lot owner marked "disapproved" and shall be accompanied by a statement of the reasons for disapproval. The Committee's approval or disapproval shall be in writing. In no event shall the Committee give oral approval of any of the Approval Plans.

3.3 Committee's Review. No Residence, building, structure, fence, wall, or improvement shall be erected, placed, or altered on any Lot in the Subdivision until the Approval Plans have been approved by the Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Committee shall also have the authority among other things to require, at a minimum, pitch or slopes on the main structure of the Residence or building to be constructed, remodeled, or added onto any Lot, to require the colors of roofing materials, siding, shutters, windows, or other accents to any Residence or building to be constructed or remodeled, to prohibit or regulate the use of solar or heating panels and wind-powered generators, to regulate the construction and maintenance of awnings, and generally to require that any plans meet the standards established by the Committee. After the Approval Plans have been submitted to the Committee for review, the Committee may request additional information and/or revised Approval Plans.

3.4 Committee's Approval. The Committee shall have 30 days after its receipt of the final Approval Plans within which to render its decision on the approval or disapproval of the Approval Plans. The final Approval Plans shall include any additional specifications and/or revised Approval Plans requested by the Committee. In the event the Committee fails to approve or disapprove within 30 days after complete final Approval Plans have been submitted to it, the Lot owner shall send a written notice by certified mail to the Committee stating that the approval or disapproval has not been received. If the Committee does not approve or disapprove the final Approval Plans within 15 days after receipt of such written notice, approval shall be presumed and the Lot owner shall be deemed in full compliance with all related Covenants and Restrictions. No construction, remodeling, or alterations may be started by any Lot owner without the prior written approval of the Committee except as provided above. If a Lot owner fails to submit final Approval Plans for approval by the Committee and/or otherwise fails to follow the procedures set forth herein, any construction, remodeling, or alterations whether such construction, remodeling or alterations have been started or completed, shall constitute a violation of these Covenants and Restrictions. No owner of a Lot may claim that the Committee, through any acts or failure to act by the Committee, has waived its right to approve or disapprove any such construction, remodeling, or alteration. The decision of the Committee is final as to all matters.

3.5 Liability of Developer and the Committee. The Developer and its assignees and the members of the Committee shall have no liability for decisions made by them so long as such decisions are made in good faith and are not discriminatory, arbitrary, or capricious. Any errors in or omissions from the documents submitted to the Developer or the Committee shall be the responsibility of the entity or person submitting the documents and the Developer or the Committee shall have no obligation to check for errors in or omissions from any such documents or to check for such document's compliance with the general provisions of these Covenants and Restrictions, local ordinances and regulations, state statutes, or the common law. Developer shall have no responsibility or liability for (i) the creation, selection, management, or operation of the Committee, (ii) any actions taken or omitted to be taken by or on behalf of the Committee as a result of, in connection with, under, or pursuant to this Declaration, or (iii) any liabilities, obligations, debts, actions, causes of action, claims, suits, or damages incurred by or on behalf of or arising in connection with the Committee or the duties and obligations of the Committee pursuant to these Covenants and Restrictions.

3.6 Developer's Representations. Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot. Developer recommends that prospective buyers have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern.

#### ARTICLE 4. CONSTRUCTION OF IMPROVEMENTS

4.1 General Standards. This Article 4 applies only to the Residential Lots. All construction shall be in general accordance with the standards stated in this Article 4. While the standards stated in this Article 4 shall generally apply to the construction of all Residences, landscaping, and other improvements constructed on or to all of the Residential Lots, the Committee reserves the right to modify or waive any part of the standards as they pertain to the construction of any Residence, landscaping, or improvement being constructed on or to a Lot. Any modification or waiver of the standards as they pertain to any Lot owner shall not constitute a permanent modification or waiver of the standards as to any other construction by the Lot owner or to any other Lot owner.

4.2 Garage Required. Each Residence shall have a private attached garage that contains no less than two nor more than four automobile garage stalls. Each garage shall have no more than three garage doors and no more than one garage door may be a double width door. All garages must be a minimum of 600 square feet and the maximum square feet of a garage shall not exceed 60% of the first floor of the Residence on the Lot. Garage doors must be complimentary to the architectural style of the Residence and shall not exceed 9 feet in height. All garages must have finished interior ceilings and walls without any exposed wall studs. No garages may be enclosed excepting only that the Developer (for temporary marketing, sales, construction, or office purposes) is permitted to enclose a garage on a model home.

4.3 Driveways; Sidewalks. Each Residence shall have an improved driveway servicing the garage. The driveway shall be constructed of concrete, brick, tile, slate, or any other type of decorative pavers or material approved by the Committee. Asphalt paving will only be allowed for driveways that exceed 150 feet in length. An improved driveway must be constructed by May 30 of the year following the year during which an occupancy permit for the



Residence was granted. All sidewalks on the Lot must be installed at the same time as the driveway. The Lot owner is responsible for installation of all sidewalks affecting his or her Lot. A plot plan showing the location of the driveway and all sidewalks shall be submitted to the Committee for its prior approval pursuant to Article 3.

4.4 Mailboxes and Yardlights.

4.4.1. Each Lot owner shall be obligated at his or her expense to purchase and install within 90 days following issuance of an occupancy permit for the Residence, a yardpost with attached light fixture of a design approved by the Committee. The yardpost shall be painted or stained in a color determined by the Committee. Each Lot owner shall be obligated at his or her expense to purchase a freestanding mail/newspaper box of a design approved by the Committee. The Committee may, at its option, designate the make, model, and style of the yardpost, light fixture, and mail/newspaper box which the Lot owner will purchase.

4.4.2. During the term of the Declaration, the yardpost/light and mail/newspaper box shall be maintained in good condition and repair (including bulb replacement) and when necessary shall be replaced by the Lot owner at his or her expense with an identical or most comparable structure then available.

4.5 Construction Damage. Each Lot owner shall be responsible for and shall promptly repair any damage to any other Lots, the Common Areas, the Common Facilities, or any improvements the Developer is obligated to construct or install under contract with a local government unit, caused by the Lot owner, his or her agents, employees, or contractors, including without limitation, ruts from vehicles or equipment, destruction of vegetation, street cleaning, or the depositing of fill or construction refuse.

4.6 Location on Lot and Setbacks.

4.6.1. All Residences, structures, or improvements (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located in conformance with applicable zoning and building codes. Each corner Lot shall be deemed to have two front yards and two side yards and architectural design shall be treated accordingly.

4.6.2. If any statutes, ordinances, rules, regulations, zoning codes, or building codes require setbacks which are different than those provided in these Covenants and Restrictions, the provisions of these Covenants and Restrictions will apply if they are more restrictive.

4.6.3. Notwithstanding the setback requirement specified above, the orientation and precise location of each Residence and garage, as well as all other improvements on the Lot, must be approved in writing by the Committee prior to any construction, it being intended that the Committee may, in its discretion, impose greater setback requirements than those permitted

under Municipal ordinances in order to achieve or maintain the aesthetic appearance of the Subdivision or any portions thereof which the Committee deems advisable. Additionally, the approval of the exact location of the Residence by the Committee may be for the purpose of ensuring a proper and consistent setback of structures and buildings and to avoid blockage and views of or from other Lots.

4.7 Construction Specifically Regulated.

- 4.7.1. Outbuildings, sheds, and similar accessory buildings not exceeding 200 square feet shall be allowed to exist on any Lot provided the use of such is restricted to storage, children's playhouses, greenhouses, or gazebos. Any such building or structure shall be architecturally consistent in quality, material, character, and appearance with the Residence and the plan of which including the location of the outbuilding or shed must be approved by the Committee. Each Lot will be limited to only one outbuilding or shed.
- 4.7.2. No air conditioning apparatus shall be installed on the ground in front of a Residence or on the roof of any Residence. No air conditioning apparatus shall be attached to any front wall or window of a Residence. No window air conditioners shall be permitted.
- 4.7.3. Within any drainage ways or swales or within any platted easements on each Lot, no permanent structures, paving (other than driveways and sidewalks), planting, or materials shall be placed or permitted to remain which may damage or materially interfere with the installation, operation, and maintenance of utilities or change, obstruct, or retard the flow of water through or within drainage ways and/or easements.
- 4.7.4. The Lot owner shall not change, alter, or impede in any manner any drainage ways located on his or her Lot nor change the elevation of the final grade on his or her Lot.
- 4.7.5. Each Lot owner shall cultivate grass on all areas of his or her Lot, and shall maintain all areas in a sanitary and attractive manner. Grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals so as to maintain the Lot in a neat and attractive manner. No vegetables shall be grown in any portion of a Lot that faces a street unless completely screened from public view by fences or landscaping which comply with these Covenants and Restrictions. No Lot owner shall permit weeds or grass to grow to a height of greater than six inches on his or her Lot if a Residence has been constructed on the Lot. A Lot upon which no Residence has been constructed must be mowed at least three times during the growing season. Upon failure of the owner of any Lot to so maintain his or her Lot, Developer, the Committee, or the Association may, at their option, have the grass, weeds, and vegetation cut as often as necessary in

their judgment and the owner of such Lot shall be obligated when presented with an itemized statement to reimburse the Developer, the Committee, or the Association for the cost of such work. Any such expenses incurred by the Developer, the Committee, or the Association, including reasonable attorney's fees, shall constitute a special assessment against the Lot and shall be the personal obligation of the Lot owner as provided in this Declaration. By accepting a deed to a Lot, the Lot owner hereby grants to the Developer and/or the Committee and/or the Association an easement to come upon the Lot at any time to perform such work.

- 4.7.6. Each Lot owner shall maintain the exterior of the Residence, all buildings, fences, walls, and other improvements on his or her Lot in good condition and repair, shall replace worn and rotten parts, shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, sidewalks, driveways, parking areas, or other exterior portions of the improvements to deteriorate. Upon failure of the Lot owner to maintain the exterior of the Residence, all buildings, fences, walls, and other improvements on his or her Lot, the Developer, the Committee, or the Association may, at their option, perform such maintenance as often as necessary in their judgment. Any such expenses incurred by the Developer, the Committee, or the Association for the cost of such maintenance work including reasonable attorney's fees shall be a special assessment and may be collected as provided herein. By accepting a deed to a Lot in the Subdivision, the Lot owner grants to the Developer, the Committee and/or the Association an easement to come upon his or her Lot to perform such maintenance work.
- 4.7.7. Construction of a Residence must be substantially completed within 12 months of the start of construction unless extended by the Committee. Substantial completion shall mean the issuance of an occupancy permit if such a permit is required for the construction, remodeling or repair. The construction of any other improvements and all remodeling of and repairs to the Residence or any improvement must be completed in a reasonable time as fixed by the Committee.
- 4.7.8. The location and type of any fence, wall, hedge, or screen planting must be approved by the Committee and must be constructed with materials approved by the Committee and must comply with all applicable governmental requirements and ordinances. No solid wood fence, privacy fence, stockade fence, chain link, or wire fence shall be permitted and no fence shall be taller than six feet in height. In general, fencing will be discouraged other than for protection of swimming pools.
- 4.7.9. Any Residence or other improvements on any Lot which are fully or partially destroyed or damaged by fire, storm, or other peril shall be fully rebuilt and repaired or the debris therefrom fully removed within a

reasonable period of time not to exceed 120 days after the occurrence of such destruction or damage unless a written extension is obtained from the Committee.

4.7.10. No facilities including poles and wires for the transmission of electricity, telephone, or cable television and the like shall be placed or maintained above the surface of the ground on any Lot or on the Common Areas within the Subdivision. No water pipe, gas pipe, sewer pipe, or drainage pipe (except hoses and movable pipes used for irrigation purposes) shall be installed or maintained on any Lot above the surface of the ground except at the point of connection to the structure served. No electrical, telephone, or cable boxes or equipment nor any gas meters or water meters shall be permitted in the front yard of the Lot, and all such boxes, equipment, and meters shall be screened from view if installed on the side yard of a Lot.

#### 4.8 Landscape, Grading, and Drainage Requirements.

- 4.8.1. Landscaping plans must be submitted for approval in conjunction with building plans for each Lot. At a minimum, 20% of the plantings for each Lot must be evergreen shrubs and include a minimum of 1 evergreen tree at a minimum height of 5 feet and 1 shade tree at a minimum of 2.5" trunk diameter. In addition, each Lot owner must plant 1 street tree for every 40 feet of frontage or fraction thereof on the Lot. A maximum of 25% of the street trees may be ornamental trees instead of shade trees.
- 4.8.2. Front and side yards of each Lot must have lawns consisting of turf grasses typical to the area. Lawns may be sodded or seeded. Seeded lawns must be properly mulched, fertilized, and watered. Existing wooded areas and backyards may be left in their natural state. All landscaped areas including lawn, garden, and mulched areas shall be kept free of weeds.
- 4.8.3. All landscaping (including permanent lawns) shall be performed in accordance with the landscape plan approved by the Committee and shall be completed within 120 days following the occupancy permit for the Residence, weather permitting.
- 4.8.4. Prior to, during, and after construction of a Residence, the Lot shall at all times be free of soil erosion and fully and completely stabilized with turf (which during the mowing season shall be regularly mowed) and kept in a clean and sightly condition. In the event of any failure to comply with any of the foregoing, the Developer, the Committee and/or the Association, or their agents, employees or independent contractors shall have the right to enter the Lot and conduct such repairs or maintenance as required and the costs thereof together with reasonable attorney's fees shall constitute a

special assessment against the Lot and shall be the personal obligation of the Lot owner as provided in this Declaration.

- 4.8.5. Each Lot owner shall strictly adhere to and finish grade his or her Lot in accordance with the approved grading plan for the Lot. The Developer, the Committee, and/or the Association or their agents, employees, or independent contractors shall have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, or correction of any drainage condition and the cost thereof together with reasonable attorney's fees shall constitute a special assessment against the Lot and shall be the personal obligation of the Lot owner as provided in this Declaration.
- 4.8.6. Due to the devastation caused by oak wilt, oak trees shall not be pruned or removed between April 15 and September 1 of each year without the consent of the Committee. If storm damage occurs, the Lot owner is responsible for sealing the tree wounds within 24 hours, weather permitting.

4.9 Construction Standards. The following standards shall apply to the construction of all Residences and other improvements on the Residential Lots:

- 4.9.1. The minimum square footage of any Residence shall be:
  - 4.9.1.1 For single story and split level/bi-level Residences in the Northern Estate Lots, a minimum of 2,000 square feet; and for Residences in the Southern Prairie Lots, 1,750 square feet.
  - 4.9.1.2 Two story Residences in the Northern Estate Lots shall be a minimum of 2,400 square feet with no less than 1,200 square feet on the first floor; and two story Residences in the Southern Prairie Lots shall have a minimum of 2,000 square feet with no less than 1,200 square feet on the first floor.
- 4.9.2. Garages, porches (whether enclosed or not), and basements (whether exposed or not) shall not be included in determining the square footage of a Residence.
- 4.9.3. The exterior façade of all Residences constructed on the Northern Estate Lots shall be constructed of brick, natural or cultured stone, wood, stucco, fiber cement, or similar product. The Committee may approve other materials submitted by the Lot owner. Aluminum or vinyl siding, unfaced concrete block, structural concrete, or prefabricated metal shall not be permitted as an exterior façade material. All wood or fiber cement type siding must be stained, painted, or otherwise finished in an appropriate manner.
- 4.9.4. The exterior façade of all Residences constructed on the Southern Prairie Lots shall have at a minimum 40% coverage of brick, natural or cultured

stone, wood, stucco, fiber cement, or similar product. The Committee may approve other materials submitted by the Lot owner. The remainder of the exterior of the Residence may be covered in aluminum or vinyl siding or other material approved by the Committee.

- 4.9.5. Soffitt and fascia material must be of aluminum, copper, or wood, or any other material as approved by the Committee. Gutters and downspouts must be made of aluminum, copper, wood, or other material as approved by the Committee. Rain chains may be substituted for downspouts.
- 4.9.6. Roofing material shall include wood shake, concrete tile, slate, architectural metal, and architectural grade asphalt shingles or other materials as approved by the Committee. Asphalt shingles must be architectural grade with a warranty of not less than 30 years. Three tab shingles are not allowed. Final roofing selections including color must be approved by the Committee.
- 4.9.7. Roof pitches and overhangs must be appropriate to the style of Residence being constructed and must be approved by the Committee. Any gables, dormers, etc. must have the same pitch as the main body of the roof. Residences on the Southern Prairie Lots may generally have hip roofs with a pitch of 6/12 or greater; gable roofs on all Residences on the Southern Prairie Lots should generally have a pitch of 7/12 or greater and all roofs on all Residences on the Northern Estate Lots shall generally have a pitch of 8/12 or greater. Roofs of lesser pitches will only be approved if the Committee finds a compelling architectural reason to do so.
- 4.9.8. All windows must be constructed of wood with an aluminum-clad or vinyl clad exterior unless an alternate window design and material is approved by the Committee.
- 4.9.9. Porches on the front of the Residence must have a traditional wooden tongue and groove floor, tile, paver, or concrete floor or a floor constructed of a material that is otherwise approved by the Committee. Treated lumber decking will not be acceptable. Treated lumber is acceptable for structural members. The underside of porches must be hidden from view by siding or lattice consistent with the façade of the Residence. The color of the porch flooring, railing, and columns shall be approved by the Committee.
- 4.9.10. All Residences must have a basement. Crawl spaces and slab foundations are permitted only as a base for porches, garages, and other accessory areas. The floor to ceiling height in an unfinished basement is to be no less than 8.5 feet. No more than 18 inches of unclad foundation may be visible above grade. Where the grade of the foundation wall is sloping, siding or other exterior façade as used on the Residence must be brought

down to cover that part of the foundation wall exceeding 18 inches as the foundation steps down to follow grade.

- 4.9.11. Awnings are allowed only on the rear of the Residence. Shutter and awning styles and colors must be approved by the Committee.
- 4.9.12. The colors of exterior trim, siding, exterior façade, garage doors, accents, and roofing must be coordinated to achieve an aesthetic combination. All proposed colors must be complementary to Residences on adjacent Lots. The combination of color choices must be submitted to the Committee for approval.
- 4.9.13. Planters mounted to the Residence or the garage such as window boxes must be stained or painted to complement the Residence.
- 4.9.14. Decks in the rear yard may be constructed of cedar, treated pine, manufactured lumber, or recycled plastic or other material approved by the Committee and stained in a color to complement the Residence. Exposed storage areas under decks are not allowed. Use of weed barriers and mulch is required.
- 4.9.15. Exterior lighting must be of the design which is similar to the style and architecture of the Residence. No exterior lighting shall disturb any adjacent Residences.

4.10 Standards for Multifamily Lots. Developer may establish construction standards and regulations for any construction on the Multifamily Lots.

#### ARTICLE 5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

5.1 Association. The Developer has formed the Arbor Ridge Homeowners Association Inc. (the "Association") which is a nonstock, nonprofit corporation.

5.2 Membership in the Association. Every owner of a Residential Lot and every owner of a Multifamily Lot shall be a member of the Association. If the Multifamily Lots are developed with condominiums, at such time as the condominium plat is recorded with the Register of Deeds, the owners of the Multifamily Lots shall cease to be members of the Association and the owners of each condominium unit shall become members of the Association. If the Multifamily Lots are developed into Multifamily units other than condominiums, the owner or owners of the Multifamily Lots shall remain as members of the Association. Membership shall be appurtenant to, and shall not be separated from, ownership of a Lot or a condominium unit.

5.3 Voting Rights.

- 5.3.1. Residential Lots. All Residential Lot owners shall be entitled to one vote for each Residential Lot owned. If a Residential Lot is owned by a legal entity or if more than one person holds title to any Residential Lot, one

person shall be appointed to cast the vote. If such Residential Lot owners fail to designate a person to cast their votes, such Residential Lot owners shall not vote on any matter.

5.3.2. Multifamily Lots. The owner or owners of the Multifamily Lots shall have a total of fifteen (15) votes. The Developer may assign the fifteen (15) votes among the three (3) Multifamily Lots in such manner as the Developer so chooses. There shall be only a total of fifteen (15) votes regardless of the number of Units that are constructed on the Multifamily Lots. The Developer shall, in the development of the Multifamily Lots, determine how the Association votes shall be cast. The Developer shall file with the Association the number of votes assigned to each Multifamily Lot and the method for determining who shall cast the votes allocated to each Multifamily Lot.

5.3.3. So long as the Developer owns any Lots in the Subdivision, the Developer shall appoint the Board of Directors to the Association (the "Board") and shall control the operation and management of the Association. At such time as the Developer no longer holds title to any Lots in the Subdivision or at such earlier time as the Developer may in its sole discretion elect, the control and operation of the Association shall be turned over to the Lot owners who shall elect the Board of Directors.

5.4 Board of Directors. At such time as the control of the management and operation of the Association is turned over to the Lot owners by the Developer pursuant to Section 5.3.3 above, the Association shall elect the Board and the Board shall by majority rule conduct all of the business of the Association except when membership votes are required.

5.5 Bylaws. The Association may make whatever rules and bylaws it deems desirable to govern the Association and its members; provided that any conflict between such bylaws and the provisions of this Declaration shall be controlled by the provisions of this Declaration.

5.6 Inspection Rights. Each Lot owner shall have the right to inspect and examine the books, records, and accounts of the Association at reasonable times upon reasonable written notice, provided that such inspection and examination shall be at such Lot owner's sole cost and expense.

## ARTICLE 6. ASSESSMENTS

6.1 Creation of Lien and Personal Obligation of Assessments. No mandatory assessments shall be due from a Lot owner prior to the date that the Developer transfers title to the Lot (the "Lot Approval Date") to the Lot owner. From and after the Lot Approval Date, each Lot owner (other than the Developer), by acceptance of a deed to a Lot, is deemed to covenant and agree, to pay the Association Annual Assessments as defined in Section 6.2, and all special assessments as defined in Section 6.5, such assessments to be collected as hereinafter provided. The annual and special assessments, together with interest, costs of collection and reasonable



attorneys' fees, shall be a charge on each Lot and, if unpaid as described, shall constitute a continuing lien upon the Lot against which each such unpaid assessment is made. Each such assessment, together with interest, costs of collection, and reasonable attorney's fees shall be the personal obligation of the owner of such Lot at the time when the assessment comes due. The personal obligation for delinquent assessments shall not pass to such Lot owner's successors in title unless expressly assumed by them, provided however that the lien on the Lot for such assessments shall continue even after the transfer of title and may be enforced against the Lot.

6.2 Annual Assessment.

6.2.1. From and after the Lot Approval Date, each Lot shall hereby be subjected to an "Annual Assessment" for the purpose of creating a fund to be designated and known as the "operating fund." The Annual Assessment shall be paid by the owner of each Lot to the Association annually in advance or in such intervals and methods as may be established by the Board from time to time. The Annual Assessment shall be sufficient to fund the purposes, uses, and benefits described in Section 6.4.

6.2.2. The Annual Assessment for a particular Lot for the calendar year in which the Lot Approval Date occurs shall be prorated for such calendar year for the period commencing on the Lot Approval Date and ending on December 31 of such calendar year. The amount at which each Lot will be assessed for subsequent years will be determined annually at least 30 days in advance of each Annual Assessment by the Board.

6.2.3. Upon the first sale of a Residential Lot from the Developer to a Lot owner, Developer will collect a one time "Working Capital Contribution" of \$250. This Working Capital Contribution will be deposited in the Association's bank account and be used for funding normal maintenance and operation of the Association. The Working Capital Contribution shall be in addition to the Annual Assessment referenced in Sections 6.2.1 and 6.2.2.

6.3 Allocation of Assessments.

6.3.1. Annual Assessments shall be allocated among the Lot owners with each Residential Lot being assigned one (1) share and the Multifamily Lots being assigned a total of fifteen (15) shares. The Developer shall allocate the fifteen (15) shares among the Multifamily Lots in such manner as the Developer shall choose. The Developer shall notify the Association of the allocation of the fifteen (15) shares among the Multifamily Lots.

6.3.2. Special assessments shall be allocated among the Lot owners in the same manner as the annual assessments unless the special assessment is otherwise allocated pursuant to Article 6.5 of this Declaration.

6.4 Purposes. The Association shall use the proceeds of the Annual Assessment and the Working Capital Contribution for the use and benefit of the Subdivision. Such uses and benefits may include, by way of example and not limitation, any and all of the following:

- 6.4.1. Maintaining, operating, managing, repairing, replacing or improving the landscaping, lighting, sprinkler systems, walls, fences, Subdivision monuments, signs, and other improvements located in the Common Areas;
- 6.4.2. Mowing the grass, maintaining the gravel, and maintaining signs in or adjoining any rights-of-way or easements in the event the City of Janesville fails to maintain such areas;
- 6.4.3. Paying legal fees and charges and expenses incurred in connection with the enforcement of all recorded charges and assessments, the Covenants and Restrictions, and conditions affecting the Lots and/or Common Areas;
- 6.4.4. Paying reasonable and necessary expenses in connection with the collection and administration of the assessments and the operation of the Association; and,
- 6.4.5. Paying insurance premiums for liability and fidelity coverage for the Committee and/or the Association and/or their members, officers, and directors and doing any other things which are necessary or desirable in the opinion of the Board, it being understood that the judgment of the Board, in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

6.5 Special Assessments for Capital Improvements. In addition to the Annual Assessments above, the Board may levy in any calendar year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, any required capital improvements to the Common Areas or to the Common Facilities or for any repairs or maintenance to a Lot incurred by the Committee, Developer, or the Association or for any other purpose as determined by the Board. The special assessment may apply to all Lots in the Subdivision or to one or more individual Lots as determined by the Board. The special assessment may apply to all Lots in the Subdivision or to one or more individual Lots if the special assessment is unique and applies solely to or primarily to or for the benefit of one or more individual Lots as determined by the Board.

6.6 Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within 30 days after the due date shall bear interest from the due date until paid in full at the rate of 12% per annum, but in no event in excess of the maximum rate allowed by applicable Wisconsin law. The Association or the Developer or the Committee if the Developer or the Committee is owed for a special assessment may bring an action at law against the Lot owner personally obligated to pay the same, may foreclose the lien against the Lot, and/or may pursue any other legal or equitable remedy available to it. No owner may waive or otherwise avoid liability for the assessment provided for herein by nonuse of any Common Area or by abandonment of his or her Lot.

6.7 Subordinated Lien to Secure Payment. The lien on any particular Lot created as the result of the nonpayment of any assessment provided for herein shall only be subordinate to those liens and mortgages which were recorded at the Rock County Register of Deeds prior to the date the lien was filed. Sale or transfer of any Lot shall not impair the enforceability or priority of the assessment lien against such Lot.

6.8 Developer Not Liable for Association Deficits. Notwithstanding anything contained in this Declaration to the contrary, Developer shall not be liable for any liabilities, obligations, damages, causes of action, claims, debts, suits, or other matters incurred by or on behalf of the Association or Lot owners or for any monetary deficits or shortfalls incurred or realized by or on behalf of the Association or Lot owners in connection with the Subdivision or this Declaration.

#### ARTICLE 7. PROPERTY RIGHTS IN COMMON AREA

7.1 Property Rights in Common Area. The Developer, the Association, and their successors, assigns, contractors, agents, and employees shall have the right and easement to enter upon the Common Area (if any) for the purpose of exercising the rights set forth in this Declaration.

7.2 Conveyance of Common Area to Association. Developer shall convey the Common Area and Common Facilities to the Association free and clear of any encumbrances other than as may be created by this Declaration or imposed by any applicable governmental authority at any time after the Association is formed, or if the improvements on the Common Area will be completed at a later date, then at any time after the completion of such improvements. The Association shall accept title to the Common Areas and Common Facilities when transferred by the Developer.

#### ARTICLE 8. GENERAL PROVISIONS

8.1 Utility Easements. Easements are or will be also reserved on the Plat for the installation, operation, maintenance, and ownership of utility service lines. Developer reserves the right to make changes in and additions to the easements for the purpose of most efficiently and economically developing the land and installing improvements in the Subdivision. The Developer further reserves for itself and its successors and assigns access to and the right to connect to any poles, wires, underground pipes, or other conduits and to any utilities and to connect to all such easements for the improvement of other property owned by the Developer. Such right includes the right to dedicate utility easements through the Common Areas or through any Lots owned by the Developer to extend utilities to other land owned by the Developer. The owner of a Lot shall mow weeds and grass and shall keep and maintain in a neat and clean condition any easement which may traverse a portion of the owner's Lot.

8.2 Recorded Plat. All dedications, limitations, restrictions, and reservations shown on the Plat(s) are and shall be incorporated herein and shall be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Developer or other owners conveying Lots in the Subdivision whether specifically referred to therein or not.

8.3 Mortgages. It is expressly provided that the breach of any of the conditions in this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the Lot or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to Lots acquired by foreclosure, trustee's sale or otherwise, but only as to any breach occurring after such acquisition of title.

8.4 Term. The foregoing Covenants and Restrictions shall run with and bind all of the Lots within the Subdivision and shall remain in full force and effect for a term of 30 years after this Declaration is recorded, and shall be automatically extended for successive periods of 10 years unless a majority of the Lot owners in the Subdivision vote to terminate these Covenants and Restrictions.

8.5 Severability. If any condition, covenant, or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the unappealable judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant, or restriction, each of which shall remain in full force and effect.

8.6 Binding Effect. All of the terms and provisions of these Covenants and Restrictions, and all agreements contained herein, are made for the mutual benefit of, and are binding upon each and every person acquiring any Lot, any interest in any Lot, or any Unit within the Subdivision. This Declaration, when executed, shall be filed with the records in the office of the Rock County Register of Deeds so that each and every owner or purchaser of any Lot or Unit or anyone who acquires any interest in any Lot or Unit or the land within the Subdivision is on notice of the easements, conditions, covenants, restrictions, and agreements contained herein, and shall be bound by all of the terms and provisions of this Declaration.

8.7 Addresses. Any notices or correspondence to an owner of a Lot shall be addressed to the street address of the Lot. Any notices or correspondence to the Developer, the Committee, or the Association shall initially be addressed to the Developer, the Committee, or the Association whichever applies, at the addresses of the Developer, or to such other addresses as are specified by the Developer, the Committee, or the Association whichever applies.

## ARTICLE 9. MISCELLANEOUS

9.1 Developer. Whenever the word "Developer" is used herein, it shall mean Hendricks Land Development, LLC ("Hendricks") or those persons or entities that Hendricks specifically designates in writing as its assignee or assignees. All or any part of the rights and privileges of Hendricks as the Developer may be assigned and transferred to those persons or entities which Hendricks specifically designates as its assignee or assignees. Any such assignee or assignees shall have the right to further assign all or any of the rights and privileges which they may have.

9.2 Condominium Association. Whenever the words "condominium association" are used herein, it shall mean the Condominium Association established in connection with the development of condominiums on the Multifamily Lots.

9.3 Enforcement. The Developer, the Committee, the Association, any Lot owner, any Unit owner, or any Condominium Association shall have the right to enforce by a

proceeding at law or in equity, or both, all of the terms and provisions of these Covenants and Restrictions. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the terms and provisions of these Covenants and Restrictions either to restrain the violation or to recover damages for such violation. By accepting a deed to any Lot or Unit, a Lot owner and/or Unit owner stipulates and agrees that damages for a violation or an attempted violation of these Covenants and Restrictions shall include, but not be limited to, all expenses and costs incurred to remove any Residence, building, or other improvement constructed on any Lot and all expenses and costs necessary to remodel, repair, or alter any Residence, building, or improvement including liquidated damages of \$100 per day for each day that a violation remains uncorrected and all expenses and costs, including reasonable attorneys' fees, incurred in order to bring any such Residence, building or other improvement, or violation into compliance with all of the terms and conditions of these Covenants and Restrictions. Except as limited or restricted hereby, Developer, the Committee, the Association, the owners of each Lot, the owners each Unit or the Condominium Association shall have the easement and right to have each and all of these Covenants and Restrictions faithfully carried out and performed with reference to each and every portion of the land within the Subdivision, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention hereby to attach to each Lot and/or Unit without reference to when it was sold, the right and easement to have all of these Covenants and Restrictions strictly complied with, such right to exist with the owner of each Lot or Unit and to apply to all Lots or Units. Failure by any Developer, Committee, Association, Lot owner, Unit owner or Condominium Association to enforce any of the provisions of these Covenants and Restrictions, or to take any action herein permitted, shall in no event be deemed a waiver of the right to do so thereafter. The rights granted Developer under this Declaration are personal rights and may not be amended or changed without the express written consent of the Developer. Damages shall further include all reasonable attorneys' fees, and costs incurred by the party seeking to enforce these Covenants and Restrictions and any person violating or attempting to violate the terms and provisions of these Covenants and Restrictions shall be personally liable for and shall pay all such damages, attorneys' fees, and costs. All such damages and costs shall constitute a lien against the Lot or Unit of the Lot owner, or Unit owner.

9.4 Validity. Invalidation of any one or more of these Covenants and Restrictions by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

9.5 Amendment. So long as Developer owns any Lot in the Subdivision, Developer may amend these Covenants and Restrictions at any time. Any amendments so made shall be binding upon the recording of the amendments at the office of the Register of Deeds. At such time as Developer no longer holds title to any Lot in the Subdivision, these Covenants and Restrictions may be amended at any time upon approval of two-thirds of the "then owners" of the Lots.

9.6 Annexation. Additional land may be included in the land covered by this Declaration and become subject to this Declaration upon the filing of record of a Supplementary Declaration of Covenants and Restrictions which shall extend these Covenants and Restrictions to such additional land; provided, however, that such Supplementary Declaration may contain such complimentary additions and modifications of the Covenants and Restrictions contained in

this Declaration as may be necessary or appropriate to reflect the different character, if any, of the added land and which do not adversely affect the concept of this Declaration. Furthermore, the following provisions shall apply:

9.6.1. Additional land may be added and annexed to the land and scheme of this Declaration by (i) the Developer in Developer's sole discretion and at any time, or (ii) after the Developer no longer holds title to any Lot the consent of the owners representing two-thirds of all of the Lots in the Subdivision;

9.6.2. Any land additions or annexations made pursuant to this Section when made shall automatically extend the jurisdiction, functions, duties, and membership of the Association and Committee to the land added or annexed.

9.7 Headings. All headings are for convenience only and should not be construed as having any additional meaning.

Dated this 31 day of July, 2007.

HENDRICKS LAND DEVELOPMENT, LLC

By: [Signature]  
Authorized Agent

STATE OF WISCONSIN    )  
  : ss  
COUNTY OF ROCK        )

Personally came before me this 31 day of July, 2007, the above-named Carran Walsh to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]  
Notary Public, Rock County, Wisconsin  
My Commission is ~~permanent~~  
or expires: 8/22/2010

This document drafted by:  
Attorney Bruce R. Briney  
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