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DECLARATION OF COVENANTS &  
RESTRICTIONS

Document Number

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REGISTER OF DEEDS  
COLUMBIA COUNTY

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KAREN A MANSKE  
REGISTER OF DEEDS

REC FEE: 30.00  
Recording Area Exempt #:

Name and Return Address

ACS RBHS 1, 2  
353 Forest Grove Dr.  
Suite 105  
Pewaukee, WI 53072

Parcel Identification Number (PIN)

THIS DOCUMENT WAS DRAFTED BY JIM HARTUNG

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**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR THE WOODS AT HIGHLAND RIDGE SUBDIVISION,  
CITY OF COLUMBUS, COLUMBIA COUNTY, WISCONSIN**

ACS RBHS, LLC (“Developer”) owns all of the lots in The Woods at Highland Ridge subdivision (the “Subdivision”) which is to include a total of twenty seven lots upon full development and is located in the City of Columbus, Columbia County, Wisconsin. The plat of the Subdivision has been recorded in the office of the Register of Deeds of Columbia County, Wisconsin, on the 7th day of November, 2016, in Volume 1 Page 302, as Document No. 886558.

Developer has established these Covenants and Restrictions for the purpose of establishing a general scheme for the development and construction of residences on lots in the Subdivision and for the purpose of enhancing and protecting the value, attractiveness, appeal, and desirability of lots within the Subdivision.

These Covenants and Restrictions apply to all of the lots in the Subdivision (the “Lot” or “Lots”) 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. Except as provided herein, no buildings shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence not to exceed two stories in height and an attached or detached private garage large enough to accommodate not less than one nor more than three cars.

**1.2 Restrictions on Resubdivision.** No 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 Lots for the purpose of constructing one residential residence nor does it preclude dividing a Lot and attaching the two portions of the Lot to the two adjoining Lots to create two larger Lots so long as the total number of Lots in the Subdivision is not increased.

**1.3 Prohibited Uses.**

**1.3.1.** No disabled motor vehicles, nor any machinery, boats, trailers, campers, or recreational vehicles, or any similar vehicles shall be stored or kept on any street in the Subdivision for a period of more than 72 hours. No machinery, motor vehicle, boat, trailer, camper, recreational vehicle, or similar vehicle shall be stored or kept on any Lot except if kept within the garage of the residence constructed on the Lot with the garage door closed.

**1.3.2.** No animals of any kind shall be raised, bred, or kept on any Lot excepting only that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes or for fur, clothing, or food. Pets kept on a Lot must be restrained or confined to the owner's back Lot inside a fenced area or within the residence. All Lots shall be kept clean and free of pet waste and debris.

**1.3.3.** No Lot or portion of a Lot shall 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 for the storage or other disposal of such waste materials shall be kept in clean and sanitary condition. 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.

**1.3.4.** No garage or other outbuilding (except for sales offices and construction trailers owned and used by Developer, Developer's assignees, or builders on a Lot) shall be occupied by any owner, tenant, or other person prior to the erection and completion of a residence on the Lot.

**1.3.5.** No business or commercial structure or improvement shall be erected or allowed to operate on any Lot excepting only that an owner of a residence on a Lot may use a room in the residence 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 or its assignees may maintain model homes and may operate a sales office out of any model home on any Lot.

**1.3.6.** No sign of any kind shall be displayed to the public view on any Lot except a "for sale" sign used by the owner of the Lot or by the Developer or the Developer's assignees. Developer or Developer's assignees may install a permanent entrance sign or signs to the Subdivision. Developer or Developer's assignees may also install temporary advertising signs on any Lot owned by Developer or Developer's assignees.

## **ARTICLE 2.**

### **Architectural Control Committee**

**2.1 Appointment.** The Architectural Control Committee (the "Committee") shall consist of a representative of the Developer or any assignee of the Developer. So long as the Developer or its assignees own any Lots in the Subdivision, the Developer or its assignees shall act as the Committee for the Lots owned by the Developer or its assignees. The Developer or its assignees may, at their option, at any time, resign as the

Committee provided, however, that Developer or its assignees if they so elect shall continue to act as the Committee with respect to any Lots owned by Developer or its assignees in the Subdivision.

**2.2 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:

**2.2.1.** Plat of the Lot showing all proposed construction, changes, additions, and/or repairs;

**2.2.2.** Engineering plans and specifications for all construction, changes, additions and/or repairs;

**2.2.3.** Landscaping, fencing, and general development plans; and,

**2.2.4.** Architectural, building, 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.

**2.2.5.** Unless otherwise determined and authorized by the Committee, 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 or its assignees shall not be obligated to submit or obtain approval as long as the Developer or its assignees own 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.

**2.3 Committee's Review.** No 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 to be constructed, remodeled, or added onto any Lot in the

Subdivision, 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, 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.

**2.4 Committee Approval.** The Committee shall have 30 days after its receipt of the final Approval Plans from the Lot owner 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 Approval Plans have been submitted to it, approval will not be required and the related Covenants and Restrictions shall be deemed to have been fully complied with by the Lot owner. Except as provided herein, no construction, remodeling, or alterations may be started without the prior written approval of the Committee. Any construction, remodeling, or alterations which have not received the Committee's prior written approval, whether such construction, repairs, 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, repair, or alteration.

**2.5 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 its assignees or the Committee shall be the responsibility of the entity or person submitting the documents and the Developer or its assignees 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 or its assignees shall have no responsibility or liability for (i) the creation, selection, management, or operation of the Committee, (2) 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 (3) any liabilities, obligations, debts, actions, causes of action, claims, debts, 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. The decisions of the Committee are final and nonappealable.

### **ARTICLE 3.**

#### **Construction of Residences and Improvements Within the Subdivision**

**3.1 General Standards.** All construction in the Subdivision shall be in accordance with the standards developed pursuant to Article 2.

**3.2 Garage Required.** Each residence shall have a private attached garage suitable for parking not less than one standard size automobiles. No garage shall be enclosed or otherwise altered so as to prevent the parking of at least one conventional automobiles completely within such garage with the garage door closed. No garage may be converted into a habitable part of the home. Enclosure of garages by Developer or its assignees for temporary marketing, sales, construction, or office purposes is permitted provided such enclosures and offices are architecturally compatible with the residence.

**3.3 Driveways.** All driveways shall be surfaced with concrete, asphalt, or other similar hard surface material as approved by the Committee and must be completed within 12 months from the start of construction unless otherwise permitted by the Committee.

**3.4 Construction Specifically Regulated.**

**3.4.1.** Outbuildings, sheds, and similar accessory building not exceeding 150 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 shall be architecturally consistent in quality, material, character, and appearance with the residence and the plan of which must be approved by the Committee.

**3.4.2.** 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.

**3.4.3.** Except with the prior written permission of the Committee, no antennas, dishes, or other equipment for receiving or sending audio or video messages or transmissions shall be permitted on any Lot except antennas for private AM and FM radio reception and UHF and VHF television reception. A satellite dish with a diameter not to exceed 24 inches shall be permitted on each Lot. An additional satellite dish may be installed with the prior written approval of the Committee. The location of such antennas and dishes shall be as approved by the Committee and shall be placed to the extent feasible in a location that is not visible from the street while still permitting reception of an acceptable quality signal.

**3.4.4.** Within 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 channels and/or easements.

**3.4.5.** The owner of each Lot shall maintain erosion control fixtures including, but not limited to, silt fence, geotextile fabric, and hay bales

until the time that vegetative cover is established to an extent that soils are stabilized and erosion and sedimentation do not originate from the Lot. The Lot owner shall not change, alter, or impede in any manner any drainage ways located on the Lot nor change the elevation of the final grade on the Lot.

**3.4.6.** All yards shall be finish graded and seeded and/or sodded within 12 months from start of construction unless weather disallows, in which case it must be completed within 18 months from start of construction. All grading must conform to the master grading plan and each Lot owner is required to maintain erosion control on the Lot. All grading and landscaping as shown on the Approved Plans must be completed within 12 months of occupancy of the home on the Lot unless otherwise approved by the Committee.

**3.4.7.** 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 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. Upon failure of the owner of any Lot to so maintain his or her Lot (whether or not developed), Developer or the Committee 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 or the Committee for the cost of such work. Any such expenses incurred by the Developer or the Committee shall be construed to create a lien in favor of the Developer and/or Committee for the cost of such work or the reimbursement sought for such work performed by such party. By accepting a deed to a Lot, the Lot owner hereby grants to the Developer and/or the Committee an easement to come upon the Lot at any time to perform such work.

**3.4.8.** Each Lot owner shall maintain the exterior of 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 all buildings, fences, walls, and other improvements on his or her Lot, the Developer or the Committee may, at their option, perform such maintenance 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 or the Committee for the cost of such maintenance work. These provisions shall

be construed to create a lien in favor of the Developer or the Committee against such Lot for the cost of such work or the reimbursement sought for such work performed on such Lot. By accepting a deed to a lot in the Subdivision, the Lot owner grants to the Developer or the Committee an easement to come upon his or her Lot to perform such maintenance work.

**3.4.9.** All buildings or structures shall be located and setback: at least 20 feet from the front Lot line; 4 feet from all side yards and 10' from rear Lot lines; and 75 feet from any wetlands or such setbacks as required by local ordinances, whichever are greater. 50 foot best management practice setbacks from detention basins or water retention areas shall also exist.

**3.4.10.** Any construction must be substantially completed within twelve months of the start of construction unless extended by the Committee. In the event construction has not been substantially completed within twelve months of the start of construction the Developer shall have the option to repurchase the site as described in Section 3.4.16 below. Substantial completion shall be defined as construction completed to allow for the City to issue an occupancy permit for the constructed home.

**3.4.11.** The minimum square footage of any residence constructed on Lots in the Subdivision shall be as follows:

**3.4.11.1** One story ranch and ranch home with partial exposure of the lower level: minimum floor area on the upper level shall total 900 square feet.

**3.4.11.2** Two story and 1 ½ story: minimum floor area shall total 1,000 square feet

“Minimum floor area” as expressed in this paragraph, shall be exclusive of garages, porches, patios, breezeways, carports, and basements (on one story ranch, ranch with partial exposed basement, 1 ½ story, 2 story bi-level, and tri-level homes).

**3.4.12.** The location and type of any fence or wall 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 and must be of a decorative style. No fence or wall shall be permitted in the front yard of a residence. No solid wood fence, stockade fence, privacy fence or chain link shall be permitted and no fence shall be more than four feet in height.

**3.4.13.** Any 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.

**3.4.14.** Above ground and in-ground swimming pools are permitted however must be approved by the Committee and must comply with all applicable governmental requirements and ordinances. All swimming pools shall be surrounded by a fence which has been approved by the Committee. Above ground swimming pools must have a deck wrap around the pool to screen from road view with landscaping. The Committee has the right to deny the request of a Lot owner to install a pool should the Committee feel that the pool is not sufficiently screened from road view.

**3.4.15.** All homes to be constructed within the subdivision shall be constructed by Red Bud Homes. In the event Red Bud Homes is no longer in the home building business Buyer may then choose to build with its builder of choice. In the event Red Bud Homes is still in the home building business and a Lot Purchaser/Owner tries to proceed forward with a different builder other than Red Bud Homes Developer shall have the option of repurchasing the Lot from the then current Lot owner (the "Repurchase Option"). To exercise the Repurchase Option, the Developer shall provide written notice of exercise of option (the "Notice") to the then current Lot Owner at the then current Lot Owner's address that is listed as the owner's address per Columbia County, including the date of repurchase closing. The repurchase shall occur within sixty (60) days after delivery of the Notice on the date specified in the Notice. The option price ("Option Price") that Developer shall pay to repurchase the Lot shall be equal to 75% of the cost of the original sale of the Lot from Developer to the original Lot buyer.

**3.4.16. Construction Obligation.** A Lot purchaser shall promptly begin, diligently pursue and ultimately complete construction of its Home pursuant to the approved plan. In the event that construction of a home has not commenced within two (2) years after the date of closing of (a) the initial sale of a lot from Developer to a Lot Buyer or (b) any resale of a lot from the original Lot purchaser to a subsequent Lot Buyer, the Developer shall have a Repurchase Option as described in 3.4.15. To exercise the Repurchase Option, the Developer shall provide written notice of exercise of option (the "Notice") to the then current Lot Owner at the then current Lot Owner's address that is listed as the owner's address per Columbia County, including the date of repurchase closing. The repurchase shall occur within sixty (60) days after delivery of the Notice on the date specified in the Notice. The option price ("Option Price") that Developer shall pay to repurchase the Lot shall be equal to 75% of the cost of the original sale of the Lot from Developer to the original Lot buyer.

## ARTICLE 4.

### Miscellaneous.

**4.1 Recorded Plat.** All dedications, limitations, restrictions, and reservations shown on the plat of the Subdivision 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 owner conveying Lots in the Subdivision, whether specifically referred to therein or not. The developer's agreement between the City of Columbus and Developer is hereby incorporated into these covenants and restrictions by reference.

**4.2 Duration.** These Covenants and Restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 30 years from the date these Covenants and Restrictions are recorded, after which time the Covenants and Restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the Lots in the Subdivision has been recorded agreeing to change the Covenants and Restrictions in whole or in part. The rights of the Developer or the Developer's assignees may not be changed, amended, revoked, altered, or terminated without the express prior written consent of the Developer or its assignees.

**4.3 Enforcement.** The Developer, Committee, or any Lot owner 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 covenant or restriction either to restrain the violation or to recover damages for such violation. By accepting a deed to any Lot in the Subdivision, a Lot owner stipulates and agrees that damages for a violation or an attempted violation shall include but not be limited to all expenses and costs incurred to remove any residence or improvement constructed on a Lot and all expenses and costs necessary to remodel, repair, or alter any residence or improvement including liquidated damages of \$50 per day for each day that a violation remains uncorrected and all expenses and costs incurred in order to bring any such residence, improvement, or violation into compliance with all of the terms and conditions of these Covenants and Restrictions. Damages shall further include all reasonable attorney's 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 liable for and shall pay all such damages, attorney's fees, and costs. All such damages and costs shall constitute a lien against the Lot of the Lot owner.

**4.4 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

**4.5 Amendment.** So long as Developer or its assignees own any Lots in the Subdivision, Developer or its assignees may amend these Covenants and Restrictions at

any time as they apply to any Lots owned by them. 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 or its assignees no longer hold title to any Lots in the Subdivision, these Covenants and Restrictions may be amended at any time upon approval of 2/3rds of the then owners of the Lots.

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

**4.7 Nonwaiver.** Failure by Developer, its assignee, or any Lot owner to enforce any of these Covenants and Restrictions against any violation shall not constitute or be construed as a waiver or relinquishment of the right of the Developer, its assignee, or any Lot owner thereafter to enforce the Covenants and Restrictions, all of which shall continue in full force and effect.

**4.8 Interpretation.** The Developer shall interpret the meaning of these Covenants and Restrictions and shall settle any controversies arising out of the interpretation or meaning of these Covenants and Restrictions.

**4.9 Parade of Homes.** Intentionally deleted.

**4.10 Applicability.** These Covenants and Restrictions apply to all of the Lots in the Subdivision and shall be controlling on all Lot owners. If any of the ordinances of the City are more restrictive than the Covenants and Restrictions, then such City ordinances shall apply.

Dated this 31<sup>st</sup> day of December, 2016.

ACS RBHS, LLC

By: *James A. Hartung*

STATE OF WISCONSIN )  
: ss  
COUNTY OF COLUMBIA )

Personally came before me this 13 day of January, 2017, the above-named James A. Hartung to me known to be the person who executed the foregoing instrument and acknowledge the same.

*Matthew W. Gibbs*  
Notary Public, Columbia County, Wisconsin  
My Commission is permanent  
or expires: 9-25-2020

