

**DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR THE PLAT OF CARDINAL HEIGHTS**

Drafted by and return to:
Edward J. Lawton, Esq.
Axley Brynerson, LLP
P.O. Box 1767
Madison, WI 53701-1767
Tax Parcel No.:
See Exhibit A attached

Lamp's Landing, LLC, a Wisconsin limited liability company ("***Developer***"), owns the property described on **Exhibit A** attached hereto and incorporated herein located in the City of Columbus, Columbia County, Wisconsin (hereinafter the "***Property***").

Developer desires to subject the Property identified above in the City of Columbus, Wisconsin ("***City***") to this Declaration.

Developer declares that all such real estate, designated above in the City shall be subject to this Declaration and shall be held, sold, occupied and conveyed subject to this Declaration.

**ARTICLE I
DEFINITIONS**

1.1 The following definitions shall apply to this Declaration:

"***ACC***" shall mean the Architectural Control Committee established pursuant to ***Section 3.1***.

"***City***" shall mean the City of Columbus, a Wisconsin.

"***Declaration***" shall mean this declaration, as amended and supplemented from time to time.

"***Developer***" shall mean Lamp's Landing, LLC, a Wisconsin limited liability company, and its representatives, successors and assigns.

"***Lot***" or "***Lots***" shall mean the platted lots within the Subdivision, consisting of Lots 2-18 and Outlot 1, Plat of Cardinal Heights, City of Columbus, Columbia County, Wisconsin.

“**Owner**” shall mean 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 purchaser in the land contract.

“**Subdivision**” shall mean Lots 2-18 and Outlot 1 within the Plat of Cardinal Heights in the City of Columbus, Columbia County, Wisconsin.

ARTICLE II STATEMENT OF PURPOSES

2.1 General. The general purposes of this Declaration are to help ensure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty of the Subdivision; to ensure the most appropriate development and improvement of each Lot, including construction of attractive and harmonious residential structures; and to ensure the highest and best residential development of the Subdivision.

2.2 Overall Covenants. This Declaration provides covenants and restrictions which are general in nature and which apply to all of the Lots, except as otherwise expressly provided for herein.

ARTICLE III ARCHITECTURAL CONTROL

3.1 Architectural Control Committee.

(a) The ACC shall initially consist solely of the Developer or its designee and the Developer may remove and replace its designee at any time and from time to time without affecting any of the rights of the Developer to control the ACC until the Developer resigns from the ACC. Until the Developer resigns from the ACC, the Developer will have sole control over the makeup of the ACC.

(b) Developer may at any time resign from the ACC and thereafter, any three (3) owners of Lots within the Subdivision shall be elected by majority vote of the Lot Owners for terms of one year each to be the ACC. Members shall continue until their successors have been duly elected. The ACC shall elect a chair. The Developer shall record a statement of its resignation with the Columbia County, Wisconsin Register of Deeds at the time the Developer resigns from the ACC. The ACC shall act by majority vote and shall meet at a location in the City of Columbus, Columbia County, Wisconsin. The ACC may also meet by telephone “conference call” or by video screen technology provided that at any such meeting all members of the ACC are able to hear one another and speak with one another.

3.2 Necessity of ACC Approval.

(a) **As to Plans.** All plans for buildings, landscaping, fences, walls, play equipment, including its location, or other structures or improvements to be constructed on any Lot, along with all site plans, shall be approved prior to construction, in writing by the ACC.

(b) **As to Ongoing Alterations.** All proposed alterations in the exterior appearance of any buildings erected or placed on any Lot, including, but not limited to exterior remodeling and the construction of patios, decks, tennis courts, exterior lighting, flag poles, swimming pools and other improvements on Lots, shall be approved prior to construction, in writing, by the ACC.

3.3 Required Submissions. In addition to any other information which the ACC may reasonably request, each Owner shall submit the following to the ACC in conjunction with any request for approval of any construction or improvements on any Lot:

(a) Two sets of drawings and written specifications of the proposed structures showing at a minimum, floor plans including square footages, elevations of all views of the structure, exterior finishes, roofing type, driveway location, structure locations, description of exterior materials and colors, fence and wall details. The drawings shall show the floor elevation of the lowest floor and the lowest building openings in any building, and such elevations shall conform to the requirements of the approved plat and/or master grading plan for the Plat of Cardinal Heights on file with the City.

(b) Two sets of landscape and site plans for the Lot identifying proposed grades and landscaping, including a narrative description of how the Owner will comply with the landscaping requirements set forth in **Article IV** and with any additional covenants subsequently recorded by the Developer or the Owners. The landscape plans shall show the proposed grades on the lot corners on the grading plan for the Lot and shall show that these proposed grades conform to the grading plan of the Developer for the Lot.

(c) The Owner and the Owner's builder shall have the sole responsibility for the contents of any submission, including but not limited to, any submission regarding the location of building elevations or grades on any Lot, for determining compliance with such submission and with any approved plans, and with respect to any later changes in such plans. The Developer and the ACC shall have no liability of any kind or nature with respect to the contents of any such submission, with respect to enforcement of compliance therewith or with this instrument, and with respect to any changes in such plans which may be subsequently made. The Developer and the ACC shall have no obligation to examine any submission to check the contents thereof to determine its correctness, accuracy, prudence or the soundness of any judgment contained therein, including but not limited to, determining the correctness, accuracy, prudence or judgment of any submission relating to building elevations or grades on any Lot, as such matters are the sole responsibility of the Owner or the Owner's builder.

A submission shall not be complete, and the ten (10) day approval time set forth in **Section 3.4** shall not commence until all required documents have been submitted.

(d) All drawings, plans, and other submittals shall conform to the requirements of **Exhibit B** hereto and the applicable requirements of the City's Zoning Ordinance. All buildings constructed on any Lot shall comply with the requirements of **Exhibit B** hereto. All future changes in buildings located on any Lot shall comply with **Exhibit B** hereto.

3.4 ACC Approval. The ACC shall approve or disapprove a submission within thirty (30) days of receipt of a complete submission. The ACC's decision shall be in writing, either by stamping and dating submitted plans as "approved" or by other written means, which may include electronic communications, clearly indicating the version of plans and drawings being approved. If the ACC fails to either mail, email or deliver its decision within the time limit, approval will be deemed to have been given and the applicable covenants and restrictions in this Declaration shall be deemed by the ACC to be met. If a submission is approved and later changes, all material changes to the approved submission must be resubmitted to, and approved by, the ACC.

3.5 Standards, Discretion of ACC. The ACC shall have the right to reject any submission which, in the opinion of the ACC, is not in conformity with the provisions and purposes of this Declaration.

The ACC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to the Owner's Lot, shall and hereby does release the ACC and the Developer from any liability based upon the good faith exercise of their duties under this Declaration. Refusal of approval of submissions by the ACC may be based on any grounds, including purely aesthetic grounds, which the ACC in its sole and good faith discretion deems sufficient. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the ACC.

3.6 Variances. The ACC shall have the right, in its sole discretion, to grant a variance to any of the requirements in this Declaration but only where consistent with the criteria listed in *Section 2.1* above.

3.7 Preliminary Sketches. Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to submission of the information required for final approval.

3.8 Liability of the Developer, ACC and its Members. The Developer, the ACC and its members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any submissions or on account of the development of any property within the Subdivision.

3.9 Construction Deadline. Construction of all single-family buildings within the Subdivision shall be completed within six months after issuance of a building permit for the building. Landscaping (including grading, sodding and seeding) and paving of any driveway on any Lot shall be completed within sixty (60) days of completion of construction of the building, provided weather conditions so allow. If construction or landscaping is delayed due to matters beyond the control of the Owner, including delays in completion due to strike, war, pandemic or Act of God, the time for completion shall be extended by the period of the delay. Developer will have the right to grant extensions to the foregoing deadlines from time to time in its sole and absolute discretion.

ARTICLE IV ARCHITECTURAL, LANDSCAPING, AND RELATED RESTRICTIONS; MAILBOXES; ESTABLISHMENT OF MAINTENANCE COMMITTEE AND ASSESSMENTS

All Lots and their improvements shall be subject to the following restrictions:

4.1 Building Sites. All buildings and other structures constructed on Lots shall have front, side and back yards and other dimensional characteristics that, at a minimum, conform to applicable zoning requirements. The ACC shall have the right to grant variances from such requirements from time to time, in its sole discretion, provided that any variances are also approved by the City per the procedure established in the City's Zoning Ordinance.

4.2 Surface Elevation.

(a) Except as provided in *Section 4.2(b)*, the elevation of any Lot shall not be changed so as to materially affect the surface elevation, grade or drainage patterns to the surrounding Lots. The grading of each Lot in the Subdivision by the Owner shall conform to the requirements of the approved final plat and overall subdivision grading plan on file with the City unless the City or its designated agent shall consent in writing to a variance from such master grading plan. Any Owner who violates this covenant shall be required to restore the surface elevation, grade or drainage patterns to the surrounding Lots at the Owner's sole expense. If an Owner violates the grading, site or landscaping plans submitted by the Owner to the ACC, the ACC or any affected Owner shall have a cause of action against the violating Owner for both damages, specific performance, and

injunctive relief. Neither the Developer nor the ACC shall have any liability or responsibility in the event of any error, mistake, miscalculation or misjudgment of any kind or nature on the part of the Owner, the Owner's builder, the Owner's architect, engineer or surveyor or any other person, with respect to elevations or grading on any Lot, in any plans or submissions or in connection with the actual construction on any Lot.

(b) Notwithstanding the restriction in ***Section 4.2(a)***, the Developer shall have the right, with the written consent of the City or its designated agent, at any time to enter upon any Lots and to grade or regrade the Lots to accommodate, alter or establish drainage flows, at the expense of the Lot Owner. The Developer shall not be liable to any Owner for any such grading or regrading, except that if the grading or regrading occurs after the Owner has either seeded or installed sod on the Owner's Lot, and if the grading or regrading damages the Owner's grass or sod, the Developer shall be obligated to reasonably restore the grass or sod to its condition prior to the grading or regrading.

4.3 Landscaping Requirements and Restrictions. All Owners shall comply with the following landscaping requirements and restrictions:

(a) **Developer-Installed Landscaping and Fencing.** The Developer shall have the right to plant street trees near the private or public streets adjoining each lot in Developer's sole judgement and discretion. If the Developer does so, it shall have the right to obtain reimbursement from the affected Owner on such terms as the Developer reasonably requires. Maintenance of such plantings following their installation and Developer's guarantee period shall be per ***Section 4.3(c)***.

(b) **Additional Landscaping Requirements.** Each Owner of a Lot shall be required to plant and establish on such Lot at least five (5) trees or bushes. These trees or bushes must be reasonably and sufficiently mature trees or bushes so that they are easily visible from the street abutting the Lot or would be if the view were not obstructed by a house. Such planting requirements do not include any trees or other vegetation planted by the Developer or City in or near private or public street rights-of-way or easements. Such requirements are minimums only and the Developer or ACC may require other or more extensive landscaping. Each Owner of Lot will provide decorative stone or mulch around the perimeter of the house on the Lot and around all trees, bushes, and shrubs on the Lot so that the house, trees, bushes, and shrubs have some decorative separation from the lawn on the Lot however these requirements to not apply to the rear side of any house not visible from the street in front of the Lot or any bushes, trees, or shrubs located in the back yard of any Lot so long as they are not visible from the street in front of the Lot.

(c) **Ongoing Maintenance.** Each Owner shall be responsible for the ongoing landscaping maintenance of the Owner's Lot, including any adjoining public or private street terrace or tree plantings by Developer or the City, at their option. During the growing season, each Owner shall mow the vacant portion of the Owner's Lot at least once every two weeks to a height not exceeding six inches. Each Owner shall shovel snow from any adjacent sidewalks, if any, within the time required by applicable ordinance. All areas of a Lot not used as a building site or an approved landscaped area or under cultivation as a family garden shall be sodded or seeded, as applicable, and be kept free of noxious weeds.

(d) **Fencing, Screening.** Owners shall not install any fence or wall of any kind without prior written approval from the ACC. The ACC may require that the Owner desiring to install a fence obtain written approval of the fence from the Owners of abutting Lots. All fences which are approved by the ACC shall be wrought iron or ornamental iron, and shall be black in color, with a five (5') foot maximum height. No chain link, vinyl, plastic or shadowbox fences shall be allowed

at any time. Owners shall not cause a complete visual screening of the front, rear and side boundaries of any Lot by use of landscape plantings or other means, without prior written approval from the ACC. All fencing shall also be subject to applicable City zoning requirements.

4.4 Driveways. Unless otherwise approved by the ACC, all driveways shall be concrete and shall be installed within sixty (60) days of completion of construction of the building, unless not permitted by weather conditions. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits.

4.5 Signs. No signs of any type shall be displayed on any Lot without prior written approval of the ACC, and, if applicable, the City, except (a) lawn signs of not more than seven square feet advertising a home or Lot for sale, (b) signs of any size displayed by the Developer or his agent as part of the Developer's marketing of the Lots, (c) signs of a builder not larger than 4 feet by 4 feet advertising the builder's model home or homes, (d) other signs of builders approved in writing by Developer promoting the builder's lots or homes, or (e) political or candidate for election signs. The Developer may also erect a permanent monument sign within the Subdivision near the intersection of the O'Brien Court entrance road into the Subdivision with Park Avenue identifying the overall "Cardinal Heights" development, within an easement designated for that purpose. The subdivision monument sign and any associated landscaping shall be maintained by the Cardinal Heights Homeowners Association, Inc. ("***Association***") at its expense. Each Lot shall be assessed and the Owner thereof shall pay the Association an annual fee of \$50.00 per year which will be applied towards the maintenance of the monument sign and/or other Association expenses including but not limited to a reserve fund for monument signage repairs and/or other Association maintenance or operating expenses. The annual fee shall be due and payable at such time as the Association determines but if the Association does not make an alternative determination as to the date due then it shall be due on or before December 31 of each year.

4.6 Utilities. An Owner shall not change the elevation of any utility easement without the permission of the applicable City and electric, gas and other utilities using such easement. The Owner shall be responsible for any damages caused to underground utilities based on any changes in grade.

4.7 Resubdivision. No Lot shall be resubdivided, except with the prior written approval of the ACC. This section shall not be construed to prevent the use of one Lot and all of another Lot or Lots as one building site.

4.8 Existing or Prefabricated Buildings. No buildings previously erected elsewhere may be moved onto any Lot, except new prefabricated construction approved in writing in advance by the ACC.

4.9 Temporary Dwellings; Outbuildings and Accessory Buildings; Swimming Pools. No trailer, basement, tent, shack, garage, or barn shall ever be used as a residence, temporary or permanent, on any Lot. No residence shall be of a temporary character. No outbuildings or accessory buildings, including storage sheds, shall be permitted on any Lot except that storage sheds with a floor area of less than thirty-six (36) square feet and which are less than seventy-eight (78) inches in height are permitted. No in-ground swimming pools of any kind or nature, nor any swimming pools which are in whole or in part above-ground of any kind or nature, shall be permitted without the prior written approval of the ACC (except for wholly above-ground children's swimming pools which are of a temporary character only). The Lot containing the historic farmhouse has existing outbuildings and these outbuildings will not be considered to be in violation of the terms of this ***Section 4.9.***

4.10 Dog Houses. No dog house may be erected on a Lot without the prior written consent of the ACC. No approved dog house shall exceed three feet by four feet. Any dog house shall be contiguous to the house or garage constructed on the Lot. An Owner desiring to construct a dog house shall submit to

the ACC for its approval all plans for the dog house, including elevations, materials, color and site plan. The Owner shall obtain the written approval of adjoining Lot Owners to the plans, if required by the ACC. The Owner shall provide landscaping or fencing to screen the dog house from adjoining Lots as required by the ACC.

4.11 Drying of Clothes. No clothes lines or other apparatus for the drying of clothes shall be permitted in the yard of any Lot on a permanent basis.

4.12 Exterior Lighting. Any exterior lighting installed on a Lot shall either be indirect or of such controlled focus and intensity that the lighting will not disturb the owners of adjacent Lots. The light posts for any exterior yard lighting of a Lot shall be of a design which is harmonious with the style and architecture of the building on the Lot. City of Columbus, Wisconsin zoning rules related to lighting may also apply.

4.13 Miscellaneous.

(a) Subject to such limitations as are imposed by federal or state law or regulations, no wind-powered electric generators, exterior television or radio receiving, or transmission antenna or satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot or building without prior written approval of the ACC. None of the foregoing which are visible shall exceed one (1) meter in diameter without the written approval of the ACC. Satellite dishes of more than one (1) meter in diameter shall be permitted only in the most unobtrusive location, as approved in writing by the ACC.

(b) No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the ACC.

(c) Except to the extent otherwise limited by federal or state law, no active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the ACC, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat or parallel to the plane of the roof are preferred but still must be approved by the ACC except to the extent that such approval is limited by federal or state law.

(d) No garbage, refuse, rubbish, or cuttings shall be deposited on any street or road, whether public or private, or on any Lot unless placed in a suitable sanitary container. No Lot shall be used or maintained as a dumping ground for rubbish, trash, leaves, lawn clippings, rocks or sanitary containers. This section shall not prohibit the construction and operation of a compost bin. There shall be no incinerator or similar equipment kept or used on any Lot.

(e) No building material of any kind or character shall be stored outside of buildings upon any Lot except in connection with construction approved by the ACC.

(f) Front yard decorations, including wildlife reproductions, other than approved lighting, mailboxes, or seasonal decorations, are prohibited, but this shall not prohibit the display of a United States flag on any Lot consistent with the ordinances of the City and recognized flag etiquette rules.

4.14 Basketball Equipment. No basketball backboard, hoop, post and any other related equipment, whether portable or permanently affixed, shall be placed on any Lot except in such location as

may be approved in writing by the ACC. No such equipment shall ever be placed, whether permanently or temporarily, in or adjacent to the private street serving the Subdivision or the associated private street easement, in any public street right of way adjacent to the Subdivision or in the front yard of any Lot, but this shall not prevent the use of a driveway for such equipment, if such equipment is permanently installed and approved in writing by the ACC.

4.15 Play Equipment and Structures. No swing set or other play equipment or structure shall be installed on any Lot without the prior written approval of the ACC. Any such structure or equipment shall be set back at least 5 feet from each property line of the Lot.

4.16 Mailboxes. Community mailboxes for all lots shall be placed in one or more clusters at locations approved by the Postmaster from time-to-time along a public or private street, with the Developer providing the initial mailbox equipment. At the initial closing on each Lot sale, the Developer shall recover from each Lot buyer a charge for such Lot buyer's share of the cost of such cluster mailbox equipment. Lot Owners shall be liable for any damages caused by each such Lot Owner or its invitees, family members or guests with respect to such community mailbox equipment. The location(s) of such community mailbox(es) as approved by the Postmaster adjoining a public or private street shall be deemed to be an easement for the benefit of all of the Owners of Lots within the Subdivision for the purposes of receiving their U.S. Mail from such public or private street, so long as each of such locations is designated by the Postmaster.

4.17 Association; Maintenance; Assessments. The management and maintenance of the community mailbox locations and the costs of the operation, maintenance, replacement, repair and use of said locations and equipment, as referred to in **Section 4.16** above, shall be the obligation and responsibility of the Association. Each Lot Owner shall be a member of the Association automatically upon taking title to a Lot. The Association's affairs and governance shall be subject to its bylaws and articles of incorporation. Initially, the Association's board of directors shall consist of the Developer or individuals appointed by the Developer, subject to the bylaws of the Association. At such time as provided in the bylaws of the Association, the Association shall be elected by Owners of the Lots within the Subdivision as provided in the bylaws of the Association. Once this occurs, the board of directors of the Association shall consist of 3 Owners of Lots within the Subdivision who shall serve for terms as provided in the bylaws of the Association and shall continue in office until their successors are elected. The board of directors shall elect a chair (who shall also be the treasurer) and shall decide all matters by majority vote. The board of directors shall meet as provided in the bylaws of the Association and their meetings shall be open to all Lot Owners unless restrictions on access are needed due to bona fide conflicts of interest or attorney client privilege reasons. The board may also act by majority written consent without a meeting. The members of the board of directors may also be the members of the ACC if so determined by the Lot Owners at the time of election of members to the board of directors and/or ACC. The Association shall have the power to enter into contracts or employ workers to carry out its maintenance obligations under **Section 4.16** above and to carry out maintenance, repairs, and replacements (a) under the separate easement instruments (if any) for any of the Subdivision's private streets and/or utilities; (b) for the neighborhood signage and any neighborhood monument signage, any stormwater facilities serving the neighborhood; and/or (c) any outlots of the Subdivision owned by the Association and any stormwater facilities or ponds on such outlots, and the Association shall have the power to make assessments from time-to-time against the Lots within the Subdivision for the costs of such maintenance, replacement, repair and use work. The Association shall have the right and power to make other assessments against Lots and Lot Owners as provided in the bylaws of the Association. All assessments so levied shall be a lien upon and may be recovered from the Lots within the Subdivision pursuant to the maintenance lien provisions of Wisconsin law and enforced by the board of directors of the Association in any manner provided by law. All assessments may be enforced in accordance with the bylaws of the Association including, but not limited to, the foreclosure of liens in the same manner as foreclosure of mortgages under Wisconsin law. Assessments shall be due and payable as provided in the Association bylaws or otherwise within thirty (30) days after the date of the assessment,

and interest shall accrue on delinquent assessments at the rate of 18% per annum. In addition, the cost of collection, including reasonable attorney fees, shall be borne by any Lot which is delinquent in paying for its assessment and included therein and will be included automatically as a lien against such Lot as part of the assessment.

There shall be no vote arising from ownership of Outlot 1 of the Plat of Cardinal Heights and no assessments made against Outlot 1 of the Plat of Cardinal Heights. Such Outlot 1 shall be maintained by the Association as a stormwater detention and drainage area and a natural area or grass lawn style area in accordance with the plans and specifications for the Subdivision approved by the City of Columbus, Wisconsin and is permitted to be developed, constructed, landscaped, graded, and operated as such by the Developer and the Association notwithstanding anything herein to the contrary and without needing any consent or approval from the ACC or any other person or entity under this Declaration.

4.18 Development Agreement. The Lots within the Subdivision are subject to the following recorded instrument: that certain Development Agreement dated June 13th, 2024, made by Lamp's Landing LLC and the City (collectively, "***Instrument***"). The Owner of each Lot within the Subdivision shall comply with all provisions of the Development Agreement which relate to each Lot owned by such Owner.

ARTICLE V USE RESTRICTIONS

5.1 Primary Use. All Lots shall be used for single family residence purposes only, in accordance with and subject to the zoning ordinances of the City.

For the avoidance of doubt, and unless preempted by valid state or federal law, the rental of bedrooms or other housing within the Subdivision to transient persons on a daily or weekly basis within any Lot, including, but not limited to, the operation of tourist rooming houses or boarding facilities, e.g., but not limited to, rental through Airbnb-type internet sites, shall not be considered "single-family residence purposes" under this section and shall be deemed prohibited, unless the person renting or boarding is a member of the family of the owner of or tenant on the Lot.

5.2 Pets. No more than two domestic animals may be kept on any single-family Lot. All animals shall be housed in the house or garage or an approved dog house. No free-standing kennels shall be allowed, except for approved dog houses as provided in **Section 4.10**. Commercial animal boarding, kenneling or treatment shall be prohibited, whether or not for a fee. No Owner may keep a dog whose barking creates a nuisance to neighbors. No animals having vicious propensities shall be kept on a Lot.

5.3 Parking. All vehicle street parking on private streets within the Subdivision shall be subject to the requirements of the City's parking requirements and ordinances for the Subdivision, as if such private street was a public street in the City, including winter alternate side or snow emergency parking regulations as adopted from time to time. Parking of commercial or service vehicles, or lawn tractors, owned or operated by residents within the Property, whether kept on Lots or in the public or private street within the Property, is prohibited unless such vehicles are kept in the garage. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside garages. No cars, boats or other vehicles shall be parked on lawns or yards at any time. This section shall not prohibit the temporary parking of any 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 unlicensed or inoperable motor vehicles may be stored on any Lot.

Any cars, trucks which are not commercial or service vehicles, and other motor vehicles owned or operated by residents of a Lot, shall also be kept inside garages, except that the residents may park such

vehicles in driveways if the vehicles are in regular, daily use by a resident at such Lot. For this purpose, a vehicle shall be considered in regular, daily use if the resident at such Lot uses the vehicle for travel to and from the Lot at least once every 72 hours.

5.4 Appearance. Each Owner shall be responsible for maintaining the Lot and all its buildings in a neat and orderly 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 buildings and other improvements in good order and repair and free of debris, including, but not limited to, the pruning of all trees and shrubbery, the painting or other external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

(c) **Trash.** Trash containers shall be kept inside garages and may be placed upon the curb only on days of trash collection. No garbage, refuse or cuttings shall be placed upon the curb unless in a suitable container. All garbage and trash collection shall take place at the curbside.

(d) **Outside Storage.** Lawn mowers, lawn and garden equipment, propane tanks, trailers, ATVs, and any other objects similar in nature shall be kept inside garages.

5.5 Activities. No noxious or offensive trade or activity may be carried out on a Lot which will become a nuisance to the neighborhood or any other Lot within the Subdivision. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back yards. In no event may a family garden exceed 25% of the area of the Lot, excluding the area occupied by the residence and driveways. No firearms shall be discharged within the Subdivision.

5.6 Continued Agricultural Use by Developer. The Developer may continue to use lands owned by Developer for any agricultural purposes and uses. With respect to any Lot owned by the Developer the Developer is not obligated to comply with the terms of this Declaration however once the Developer conveys the Lot to another person or entity from that point on this Declaration shall apply in full force and effect to such Lot and all subsequent Owner. Upon the sale of any Lot by Developer, the Developer is released from all liability under this Declaration with respect to such Lot.

5.7 Stormwater Management. Rooftop runoff from all future buildings within the Subdivision shall be directed to pervious areas such as lawns, rain gardens, or other densely vegetated areas. Downspouts shall not be directed to driveways or streets, unless such direction is not possible. This runoff shall be dispersed in a manner that does not contribute to soil erosion. No component of the stormwater treatment system, including stormwater conveyances, detention basins, infiltration areas and outlets, may be disturbed, obstructed or encroached upon in any way.

ARTICLE VI GENERAL PROVISIONS

6.1 Term. This Declaration shall 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 30 years after this Declaration is

recorded, after which time this Declaration shall automatically stand renewed for successive five-year periods unless terminated as provided in **Section 6.2**.

6.2 Amendment.

(a) While the Developer owns any Lot, the Developer by its sole act shall have the right to terminate, waive or amend this Declaration by an instrument signed by the Developer and recorded with the Columbia County, Wisconsin Register of Deeds. This is the only method to terminate, waive, or amend this Declaration while the Developer owns any Lot.

(b) After the Developer ceases to own any Lot, the Owners, by the vote or consent of Owners owning a majority of the Lots then comprising the Subdivision, shall have the right to amend, waive or terminate this Declaration by an instrument recorded with the Columbia County, Wisconsin Register of Deeds.

6.3 Invalidation. Invalidation of any one of these covenants or any severable part of any covenant by judgment or court order shall not affect any of the other covenants, which shall remain in full force and effect.

6.4 Exculpation. The ACC shall not be liable for damages to any person submitting a request for approval, or to any Owner, tenant, or 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 requests. The ACC's review of plans does not include review for structural soundness or compliance with any applicable building codes and practices. The ACC is not representing that any home or site plan meets any state, federal, county, or local setback requirements, statutes, building codes, or ordinances. The Owner of the Lot and the Owner's builder shall have the sole responsibility to ensure compliance with all such requirements. Neither the Developer nor the ACC shall be liable for any such matters.

6.5 Enforcement Actions.

(a) The Developer, 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 a legal action for damages.

(b) Any Owner who violates a provision of this Declaration shall be liable for reasonable attorneys' fees and court costs incurred by the enforcing party in any action brought under **Section 6.5(a)**. Any person violating any of these covenants or restrictions shall be liable for all costs of curing the violation.

6.6 Excluded Parcel. Lot 1 of the Plat of Cardinal Heights, City of Columbus, Columbia County, Wisconsin ("**Lot 1**") is not subject to or restricted by this Declaration in any way. Without limiting the foregoing no assessments of any kind shall be made on or against such Lot 1 by the Association or against any owner of such Lot 1 by virtue of such owner being the owner of Lot 1. Lot 1 will not be deemed or construed to be a Lot under this Declaration.

6.7 Zoning. All Lots are further subject to the applicable zoning laws, ordinances and building codes whichever is most restrictive.

6.8 Notice. Any notice given in connection with this Declaration shall be in writing and maybe given in any one of the following ways:

- (a) By personal delivery,
- (b) By delivery by an express mail service,
- (c) By mailing via the first-class United States mail, postage prepaid, addressed to the last known address of the recipient,
- (d) By facsimile transmission, electronic mail or other comparable means.

Notice by mailing in the first-class United States mail as described shall be deemed given three days after mailing. All other forms of notice shall be effective upon receipt. For all methods of notice other than personal delivery, notice shall be sent to the address of the intended recipient which is shown on the recipient's address on the real estate tax bill for the Lot(s) of the Owner who is the intended recipient.

[Signature Page Follows]

Dated this ____ day of _____, 2024.

LAMP'S LANDING, LLC

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN

)

) ss.

COUNTY OF _____

)

Subscribed and sworn before me on _____, _____, to me known to
be the _____ of _____.

Print Name: _____

Notary Public, State of Wisconsin

My commission _____

EXHIBIT A

Legal Description

Lots 2-18 and Outlot 1, Plat of Cardinal Heights, City of Columbus, Columbia County, Wisconsin

EXHIBIT B

ARCHITECTURAL DESIGN REQUIREMENTS

The following additional covenants apply to Lots ____:

1. **House Size.** Each residential structure shall have the following minimum floor area of finished living space:

(a) All houses shall have not less than 1,250 square feet, excluding the garage.

(b) For the purpose of determining floor area, stair openings shall be included but open porches, screened porches, attached garages, and basements, even if finished for recreational use, shall be excluded.

(c) The ACC shall have the power in its discretion to adjust or waive these minimum areas where the architecture and quality of the proposed house represents an appearance compatible with other houses in the Subdivision, as limited by **Section 3.6**.

2. **Roof Pitch.** All buildings shall have a minimum roof pitch of 5 to 12, unless the ACC, in its discretion, gives prior written approval to a different pitch.

3. **Roof Design.** Each front facade shall have at least one gabled section.

4. **Garages.** The architectural presence of the garage door that faces the private street shall be minimized.

Each single-family building constructed on any Lot shall have an attached garage that contains not less than two automobile garage stalls.

The lineal feet of all street-facing garage doors cannot be greater than 60% of the total of the lineal feet of the street-facing facade on each residence on which the garage is located, not including portions of any wall that is perpendicular or nearly perpendicular to the garage door.

Each garage door shall be at least 15% surfaced with windows.

Architectural features of side-loaded garages shall be similar to the home, and there shall be landscaping along the garage foundation where side-loaded to the street.

5. **Windows and Window Treatment.** Each of the four elevations on a residential structure shall have at least one full sized window. Each window on the front and side elevations along streets shall have either shutters or a minimum 1" x 4" window wrap.

6. **Other Standards**

(a) All exterior chimney flues shall be enclosed.

(b) The submission shall specify roof material, tone and pitch.

(c) The front facade of each house shall have a minimum of 70% of its exterior area made of materials such as vinyl, glass, brick, stone, LP Smart Siding, wood siding or similar

materials which give the same appearance as natural materials, excluding the area of the garage door.

(d) The front façade of each house shall have a minimum of 25% of its exterior area made of stone or brick materials.

(e) The submission shall specify type, color, and quality of the materials to be used.

(f) Soffits may be either aluminum or wood.

(g) Each elevation shall have a minimum of one full-size window, however additional windows or architectural detail are encouraged. All front elevations shall include at least two windows, not including on any doors, and front doors shall also have and maintain transparent or translucent elements.

(h) Various types of wood siding may be permitted, but generally only one type of siding will be approved for any one house, except that when the front facade uses LP Smart Side or similar siding to meet these requirements, then the other facades may use vinyl lap siding. Initial building construction shall not include more than one type of horizontal siding material, except as provided in the preceding sentence.

(i) Desired color schemes shall be submitted to the ACC for approval. Trim and siding colors shall be coordinated to provide the most aesthetic combination for a particular house.

(j) The ACC shall have the right to require brick, stone, shutters, corner boards and other architectural detail which it deems desirable for a particular submission.

(k) The ACC shall have the right to require adjustments in the event the proposal does not meet the architectural variety standards in **Section 7** below.

7. Architectural Variety Standards. General. No two single-family dwellings of similar front elevation or facade shall be repeated on any abutting lots or within 4 lots on either side of the street on which the dwellings front, including lots which are directly across the street from one another. Front elevations or facades shall be deemed to be similar when there is no substantial difference in rooflines; and no substantial change in windows of either size, location or type; and either no change in the color of materials used or no substantial change in the kind of materials.

(a) **Roof Lines.** The following differences in the roof lines as seen from the front of the dwelling shall be deemed sufficient to render buildings containing such changes to be considered dissimilar:

(i) Changing gable roofs to hip roofs.

(ii) Providing an intersecting gable roof on the main gable roof, if the height of the intersecting roof is at least 50 percent of the height of the main roof.

(iii) Providing an intersecting hip roof on the main hip roof, if the height of the intersecting hip roof is at least 50 percent of the height of the main roof.

(iv) Providing a shed roof when used as a front porch roof for a minimum of 50 percent of the entire width of the house, excluding area of the garage.

(v) If the front soffit is increased significantly and is combined with columns at least 6 inches in width or other architectural features of a similar magnitude which reach the roof line of the highest story.

(vi) Rotating gable roofs 90 degrees on the building.

(b) **Windows.** The following differences in the size, location or type of windows shall be deemed sufficient to render buildings containing such changes to be dissimilar:

(i) Changing from single windows to a multiple window arrangement.

(ii) Changing from multiple window arrangement to single windows.

(iii) Changing the type of windows (e.g., a casement to double hung).

(iv) Providing a bay or bow window variation in the area of the predominant window.

(v) Where, because of its size, location or design, one window is the predominant window on the front elevation or facade, if the size, location or type of that window is changed to render the dwelling dissimilar, then no other window need be changed.

(c) **Construction Material or Color.** The following differences in construction material as seen from the front of the dwellings shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar.

(i) Changes of at least 25 percent in the exposure of horizontal siding.

(ii) Brick facing.

(iii) Stone facing.

(iv) When materials are changed, the change must occur throughout the front facade or elevation for a minimum of one story in height.

(v) Color change shall be made by significant changes in adjacent colors. The change must be one of color rather than merely of the shade.

8. Additional Requirements. Roofing must be architectural type shingle similar to Celotex Dimensional IV or wood shakes, unless prior written approval from the ACC, in their sole discretion, is obtained. Additionally, Owners must obtain prior written approval from the ACC as to the color of shingles to be used.

(a) All chimneys and all exterior flues shall be fully enclosed.

(b) All fascias shall be a minimum size of 1" x 8".

(c) Aluminum, vinyl or wood siding, soffits and fascia will be allowed, subject to the following restrictions:

(i) Type of aluminum or vinyl siding used may be restricted.

(ii) Most wood siding types, excluding “Type 1-11 or other similar siding, will be permitted. All wood siding must be stained or painted. Because the colors available in stains and paints vary greatly, the desired color schemes must be submitted with the building plans for approval.