

**Way DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS FOR
CARDINAL WAY SUBDIVISION NO. 2
VILLAGE OF RIDGEWAY,
IOWA COUNTY, WISCONSIN**

In Re: Lots 13-22, Cardinal Way Subdivision No. 2,
Village of Ridgeway, Iowa County,
Wisconsin.

WHEREAS, the Village of Ridgeway, a Wisconsin Municipal Corporation, (“Developer”) is the owner of the Plat of Cardinal Way Subdivision No. 2 (the “Subdivision”); and

WHEREAS, the Developer desires to subject the Subdivision and each Lot contained therein to the covenants, restrictions and conditions set forth in this Declaration.

NOW, THEREFORE, the Developer declares that all of the Lots in the Subdivision shall be subject to the following covenants, restrictions and conditions set forth as follows:

**ARTICLE 1
DEFINITIONS**

For the purposes of this Declaration, the following terms shall be defined as set forth below:

“**Declaration**” shall mean the covenants, restrictions, conditions, easements, charges, liens and all other provisions set forth in this entire document, as it may be amended from time to time.

“**Developer**” shall mean the Village of Ridgeway

“**Lot**” or “**Lots**” shall mean the platted lots, other than Outlots, contained within the Subdivision

“**Outlots**” shall mean the platted outlots contained within the Subdivision.

“**Owner**” shall mean the record owner, whether one or more persons or entities, of fee simple title to a Lot, except that as to any Lot which is subject to a land contract wherein the purchaser is in possession of the Lot, “Owner” shall refer to the purchaser instead of the vendor.

“**Subdivision**” shall mean the Cardinal Way Subdivision No. 2.

**ARTICLE 2
STATEMENT OF PURPOSES**

This Declaration's purpose is to help insure 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.

**ARTICLE 3
ARCHITECTURAL CONTROL**

3.1 Architectural Control. Until the latter of:

- a) The Developer ceasing to have title to any Lot, or
- b) The initial construction of a single-family home on all Lots

all construction shall be subject to the written approval of Developer. After the latter of a) or b) above, the Architectural Control approval requirements of this Article 3 shall terminate except for the hold harmless and exculpatory provisions of paragraphs 3.5 and 3.8 below which shall remain in full force and effect, and further except for the enforcement by Developer for the failure of any Owner to receive architectural approval prior to the termination of Article 3 or the failure of any Owner to follow the approved plans and requirements of any architectural approval received prior to the termination of Article 3, which enforcement action may be maintained by Developer.

3.2 Requirement for Developer Approval. During the period of required architectural approval set forth in paragraph 3.1, the following require Developer approval"

a) Plans. All plans for buildings, landscaping, fences, walls, or other structures or improvements, including but not limited to, patios, decks, porches, pools and outbuildings to be constructed on any Lot, along with all site and landscaping plans shall be approved in writing by Developer prior to construction.

b) Ongoing Alterations. All proposed alterations to the exterior appearance of any buildings erected or placed on any lot, including but not limited to, exterior remodeling and the construction of additions, outbuildings, patios, porches, decks and swimming pools, shall be approved in writing by Developer prior to construction.

3.3 Required Submissions. In addition to any other information which Developer may request, each Owner shall submit the following to Developer with any request for approval of any construction or improvements on any Lot. The approval time set forth in paragraph 3.4 will not commence until all of the documents below have been submitted for review:

a) Building Plans. Two sets of drawings and written specifications for the proposed structures showing, at a minimum, floor plans, elevations or all views of the structure(s), exterior finishes, roofing type, driveway location, structure location(s), description of all exterior materials and colors, and fence and retaining wall details;

b) Landscape/Site Plans. Two sets of landscape and site plans for the Lot identifying proposed grades and landscaping including a narrative description of how Owner will comply with the landscaping requirements set forth in Article 4 below or with any additional covenants subsequently recorded by Developer or other design guidelines adopted by Developer.

c) Architectural Review Sheet. A completed Architectural Review Sheet provided by Developer.

d) Owner's Mailing Address. Owner must provide a mailing address or email address to which Developer will send its determination.

- 3.4. Approval Period.** Developer shall approve or disapprove, in writing, all submissions within thirty (30) days after receipt, beginning the day after all submissions have been received. If Developer fails to deliver its decision within 30 days, approval will be deemed to have been given and the applicable covenants restrictions and conditions in this Declaration shall be deemed to have been complied with. If material changes are made to a submission after it was approved, such material changes must be submitted to Developer for its written approval or disapproval.
- 3.5. Standards and Developer's Discretion.** Developer may reject any submission which, in Developer's sole discretion, is not in conformity with the provisions and purposes of this Declaration, including aesthetic grounds. Developer shall exercise its discretion and authority in good faith. Each Owner, by acceptance of a deed or any other interest in a Lot agrees to hold Developer harmless for any perceived discrepancies in Developer's good faith performance of its duties.
- 3.6. Variances.** Developer may, in its sole discretion, grant a variance to any of the covenants and restrictions in this Declaration if it deems that the covenants and restrictions create an undue hardship and that such variance is not contrary to the betterment of the Subdivision.
- 3.7. Preliminary Sketches.** Owners are encouraged to submit preliminary sketches and descriptions to Developer for informal comment prior to submissions required for formal approval.
- 3.8. Liability of Developer and Its Agents.** Neither Developer nor its agents shall be liable under any circumstances for any damage or loss suffered or claimed on account of the approval or disapproval of any submissions on or account of the development of any property within the Subdivision. Each Owner hereby releases Developer and its agents from any such claims. Approval of a submission does not constitute a warranty by Developer or its agents that the proposed improvements are structurally sound or meet any building code requirements, nor is any warranty of habitability or fitness implied or intended.

ARTICLE 4
ARCHITECTURAL RESTRICTIONS

All Lots and any improvements thereon shall be subject to the following architectural restrictions:

- 4.1 Building Sites.** All buildings constructed on the Lots shall comply with Village of Ridgeway setback requirements for front, side and rear yards
- 4.2 Surface Elevations/Drainage/Utilities.** Lot elevations shall not be altered so as to materially affect the surface elevation, grade or drainage patterns as to surrounding Lots. No Owner shall grade, alter or obstruct any drainage swale or existing comprehensive development drainage flows which are in existence at the time of development by the Owner, so as to impede flow of drainage water from other Lots across the swale. Any Owner who violates this paragraph shall be required to repair or restore the drainage swale or Lot grading at the Owner's sole expense. Developer, or any adjacent Lot Owner, shall have a cause of action against the person violating such grading, site drainage, and or site landscaping plans for injunctive relief or damages as appropriate. The Owner shall be responsible for any damages caused to underground utilities based on a change in grade exceeding six (6) inches.
- 4.3 House size.** Each residential structure on lots 13, 14, 15, 16, 17, 20, 21, and 22 shall have a minimum floor area of finished living space, excluding garages, determined as follows:
- a) Single story houses shall have a minimum of 1,200 square feet.
 - b) Split level and bi-level houses shall have a minimum of 1,200 square feet determined as the total of the two main living areas.
 - c) Raised ranch homes shall have a minimum of 1,200 square feet.
 - d) Two story houses shall have a minimum of 1,300 square feet determined as the total of the first and second floors.
 - e) Floor area shall include stair openings but exclude open porches, screened porches, attached garages, and basements, finished or unfinished.
- 4.4 House size.** Each residential structure on lots 18 and 19 shall have a minimum floor area of finished living space, excluding garages, determined as follows:
- a) Single story houses shall have a minimum of 1,5800 square feet.
 - b) Split level and bi-level houses shall have a minimum of 1,5800 square feet determined as the total of the two main living areas.
 - c) Raised ranch homes shall have a minimum of 1,5800 square feet.
 - d) Two story houses shall have a minimum of 1,5800 square feet determined as the total of the first and second floors.
 - e) Floor area shall include stair openings but exclude open porches, screened porches, attached garages, and basements, finished or unfinished.

Roof Pitch, Materials and Downspouts. All structures shall have a minimum roof pitch of 6/12 pitch. Roofing must be of architectural type shingles or metal. Downspouts and downspout extenders shall be placed consistent with paragraph 5.1 below.

4.5 Additional Requirements.

- a) All chimney and exterior flues shall be fully enclosed.
- b) All fascias on the front façade shall be a minimum 1" x 10" in size.
- c) Aluminum, wood, or vinyl siding, soffits and fascia may be used subject to the following restrictions:
 - 1. Aluminum and vinyl siding must be higher grade textured siding.
 - 2. All wood siding and/or trim must be painted or stained.

4.6 Garages. All houses shall have an attached garage of not less than one and half (1.5) and not more than (3) garage stalls. No garage door facing a street shall exceed 8 feet in height.

4.7 Prefabricated Construction. Prefabricated construction is permitted. No trailers will be permitted.

4.8 Temporary Dwellings; Outbuildings. Outbuildings and accessory buildings which fall within the setbacks for the Lots and which comply with applicable Village of Ridgeway building codes and ordinances are permitted. No trailer, recreational vehicle, tent, shack, garage, barn or any part thereof may be used as permanent or temporary residence on any Lot.

4.9 Driveways. All driveways shall be concrete or bituminous surface.

4.10 Landscaping Requirements and Restrictions.

a) Lawn Area. The front lawn area and terraces, including both terraces on a corner lot, shall be seeded with grass and a healthy grass lawn maintained thereafter.

b) Shrubs/Trees/Mulch. Each Owner shall install at least two (2) front or back yard trees with a minimum size of four feet tall for conifers and 2.5-inch caliper at a foot above the base for deciduous trees. Street trees (in the terraces) shall be planted by the Village of Ridgeway. Each Owner agrees to water the street trees in the terrace(s) adjoining the Owner's Lot to promote the healthy growth of the street trees.

c) Preservation of Existing Trees. During the period of Developer architectural control as set forth in Article 3, existing trees with a diameter of 2" or greater ("mature trees") shall not be destroyed or removed without prior written consent of Developer. All site plans submitted to Developer must specifically note the size and species of mature trees on the Lot and all such site plans shall be designed with preservation of mature trees in mind. Landscaping plans shall include tree wells, root drains and other methods to preserve mature trees. During construction mature trees shall be protected with fencing placed at the exterior drip line. If mature trees are destroyed or removed without prior written consent, Developer may require replanting or replacement of the destroyed or removed trees with trees of similar size at Owner's sole expense.

After termination of Developer's architectural control, no mature trees shall be removed unless such tree is dead, was damaged by natural or accidental cause, is diseased, is a danger to life or property, or in the way of expansion of the house located on the Lot.

- 4.11 Ongoing Landscape Maintenance.** Each Owner shall be responsible for ongoing landscape maintenance including the terrace(s) adjoining Owner's Lot.
- 4.12 Fencing.** All fencing must comply with the Village of Ridgeway ordinances.
- 4.13 Signs.** Subdivision identification signs may be installed by Developer. Lot Owners may install signs no larger than six (6) square feet advertising Owner's house for sale. Election campaign signs not to exceed six (6) square feet may be displayed from 60 days prior to an election until 2 weeks after an election. No business signs or advertising may be installed or displayed on any Lot.
- 4.14 Construction Deadline.** An Owner shall commence construction of a residence on Owner's Lot within 1 month after date of purchase. Construction shall be completed within 6 months after issuance of a building permit. Landscaping shall be completed within thirty (30) days after construction is completed in the months of April - October. If construction is completed November – March, landscaping should be completed within thirty (30) days of April 1 the following year. Delays of construction and landscaping due to matters beyond control of the Owner shall extend the period for completion by the period of the delay.

ARTICLE 5 USE RESTRICTIONS

- 5.1 Stormwater Discharge from Roof.** All downspouts and downspout extenders shall discharge into a permeable surface area such as lawn, rain garden or planting bed.
- 5.2 Pets.** No more than three (3) domestic animals may be housed per Lot. All animals must be housed in the house or garage. No free-standing kennels are allowed. Chicken coops are allowed if allowed under Village of Ridgeway ordinances.
- 5.3 Parking.** Commercial vehicles, unregistered vehicles, service vehicles, trailers, boats, mobile homes, campers and ATV's shall be stored in garages and shall not be stored or parked on the street, in driveways or on the lawn. Temporary parking of vehicles for loading or unloading for a period not to exceed 24 hours is permitted.
- 5.4 Appearance/Maintenance.** Each Owner shall maintain the Owner's Lot and improvements in a neat appearance at all times from the date of purchase, whether or not a residence has been or is being constructed. Maintenance shall include, but is not limited to, control of noxious weeds, mowing, pruning, painting and care of all external elements, including snow and ice removal on public sidewalks. Trash containers must be kept inside garages or other enclosures and may be placed upon the curb only on collection days. No owner may deposit trash, cuttings, rocks, earth or any other items on any Outlot or upon any vacant Lot.

- 5.5 **Antennas.** Any satellite dishes or antenna must be less than 20" in diameter and shall be installed in the least obtrusive location available consistent with functionality.
- 5.6 **Activities.** No trade or activity which will become a nuisance to the neighborhood or to any Lot within the Subdivision is allowed. No firearms shall be discharged within the Subdivision.
- 5.7 **Lighting.** Exterior lighting on each Lot shall be of such focus and intensity so as to not spill over the Lot line and shall not disturb residents of the other Lots.

**ARTICLE 6
GENERAL PROVISIONS**

- 6.1 **Term of Covenants.** This Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having any interest in the Lots for a period of twenty-five (25) years after the Plat is recorded, after which time the Declaration shall renew automatically for successive five (5) year periods unless the Declaration is cancelled, released, amended or waived as provided in paragraph 6.2 below. If any person, his or her heirs, personal representatives, successors, or assigns violates, or attempts to violate, any of the covenants and restrictions in this Declaration while it is effective, the Developer or any Owner shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenant or restrictions. The prevailing party shall be entitled to allowable attorney fees and costs and any person violating or attempting to violate any of these covenants or restrictions shall be liable for all costs of removing such violation.
- 6.2 **Amendment.** This Declaration, or any part thereof, may be cancelled, released, amended, revoked or waived in writing as to some or all of the Lots by an instrument signed by the Lot Owners of at least 2/3 of the Lots and, if the Developer owns any Lots, by the Developer.
- 6.3 **Severability.** If one or more provisions of this Declaration are found to be invalid, it shall not affect the remaining provisions which shall remain in full force and effect.
- 6.4 **Enforcement.** The Developer and Owners shall have the right to sue for and obtain a prohibitive or mandatory injunction any equitable remedy to prevent breach of, or to enforce observance of, any of the covenants and/or restrictions set forth above, in addition to the right to bring a legal action for damages. An Owner violating a provision of this Declaration shall be liable for reasonable attorney's fees and costs incurred in enforcing the provisions of this Declaration to the extent allowable by law.
- 6.5 **Laws.** All Lots are subject to applicable zoning laws, building codes, ordinances, and other laws in addition to the restrictions of the Declaration. Nothing in this Declaration shall be construed to limit the authority of the Village of Ridgeway to adopt ordinances affecting the Lots or otherwise exercise governmental authority.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 16th of June, 2020.

State of Wisconsin)
) ss
County of Iowa)

Jon Steen, Village President

Personally came before me this 11th of August, 2020, the above-named Jon Steen, in their capacities as Village President, to me known to be the persons who executed the foregoing and acknowledged the same

Notary Public, State of Wisconsin
My commission expires: _____

**Original Drafted for Phase I by:
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Edits for Phase II by Village Staff.