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REGISTER OF DEEDS  
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DECLARATION OF COVENANTS,  
RESTRICTIONS AND CONDITIONS FOR  
TERRACE VISTA - PHASE 1,  
LOCATED IN THE CITY OF LADY,  
COLUMBIA Co. WISCONSIN

Parcel Identification Number (PIN)

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WRDA Rev. 12/22/2010

**DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS FOR  
TERRACE VISTA – PHASE 1, LOCATED IN THE CITY OF LODI, COLUMBIA  
COUNTY, WISCONSIN**

Grothman Holdings, LLC, a Wisconsin Limited Liability Company, being the owner of the real estate in the City of Lodi, Columbia County, Wisconsin, described on Appendix A attached hereto, which has now been platted as Lots 1 through 37 of Terrace Vista – Phase 1 (the “Plat”) hereby declares that said Lots 1 through 37 (hereinafter referred to as “lots”) are subject to the following restrictions, covenants, and conditions, and that all of such lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions and conditions set forth herein. These covenants, restrictions and conditions are being imposed to insure the appropriate development and improvement of the building sites in the Plat and to protect the value of the lots in the Plat. This Declaration does not cover Outlot 1.

The term “Developer”, as used in this Declaration of Covenants, Restrictions and Conditions shall refer to Grothman Holdings, LLC, a Wisconsin Limited Liability Company. Developer shall have the right, in its discretion, to designate from time to time, an authorized agent(s), committee or successor to perform part or all of the review, approval and enforcement responsibilities of Developer set forth in this Declaration of Covenants, Restrictions and Conditions. When Developer shall no longer own any lot in the Plat, then it shall appoint an Architectural Control Committee (hereinafter “ACC”) consisting of three property owners in the Plat, to perform the review, approval and enforcement responsibilities that had previously been performed by Developer or its designee. The members of that committee shall then serve for three year terms and after such initial appointment by the Developer; the members of such Architectural Control Committee shall thereafter be elected by a majority vote, there to be one vote cast by the respective owners of the lots, for each lot in the Plat. The term “lot” as used in this Declaration, shall refer to any lot in the Plat but shall not include Outlot 1.

The term “dwelling unit” as used in this Declaration, shall refer to the number of residential units located on a lot.

**1) USES:** All lots in the Plat may be used for single-family dwellings except Lots 14, 16, 17 and 27 may be used for a single family or, if approved by the City, may be divided under a Certified Survey Map and may be used for zero lot line homes with dual frontage. If a lot owner proposes a use for a lot for any other use, the lot owner must first secure written approval for that use from Developer/ACC prior to applying for the necessary approval(s) from the City.

**2) SETBACKS:** The setbacks for all lots in Phase 1 shall be a standard setback in accordance with the City’s Ordinances except that the side setbacks for those lots shall be a minimum of 10 feet except under paragraph 1 above, certain lots, with City approval, may be developed as zero lot line homes, with a zero side lot set back along the common boundary

3) **REPLATTING AND SUBDIVIDING:** No lots within the Plat may be replatted, subdivided or have their boundary lines changed without the written approval of the Developer/ACC and subsequent approval by the City.

4) **DWELLING SIZE: Single-Family Dwellings:** All single story dwellings shall have a minimum of 1,400 square feet of living area on the main floor plus at least a two-car garage. Such living area on the main floor shall have an average width of no less than 30 feet. All two-story dwellings shall have, combined on the main floor and second floor levels, a minimum of 1,800 square feet of living space plus at least a two-car garage. All split-level dwellings shall have, combined on the different floor levels, a minimum of 1,400 on the main level plus at least a two-car garage. For purposes of determining living area, open porches, screen porches, garages and unfinished portions of basements shall be excluded. Developer/ACC may, but is not obligated to, grant an exception from these size requirements if it concludes that the proposed structure is compatible with the character and quality of the area involved. No building on any lot shall exceed two stories in height exclusive of any below ground basement. A basement shall be deemed to be below ground when the majority of the exterior basement wall surface is located below the adjacent ground level. All dwellings located in any lot shall have a minimum of a two-car garage but no more than a three-car garage.

5. **COMMENCEMENT OF CONSTRUCTION.** Once a Lot is purchased from the Developer, construction of a house on that lot must be commenced within eighteen (18) months after that lot is purchased from the Developer (the "Commencement Period"). If construction is not commenced within that Commencement Period then, prior to the expiration of the Commencement Period, the owner of that Lot may seek an extension of that deadline. If, in Developer's sole description, that extension is granted, then the owner of the Lot shall pay to Developer an extension fee in the sum of \$3,000.00. If the owner of the Lot does not commence construction within the Commencement Period and does not obtain an extension from the Developer, then on the expiration of the Commencement Period the Lot owner shall owe the Developer the sum of \$3,000.00 (the "Obligation"), which Obligation shall bear interest at the rate of 7% per annum, which, if not paid earlier, shall be due in full to the Developer at the time when the Lot owner submits plans to Developer/ACC for its review and approval under paragraph 6 of this Declaration. Developer/ACC may withhold review and approval of such plans until the Obligation is paid in full. Developer may place, on the record, with the office of the Columbia County Register of Deeds, Notice that such obligation is owed to Developer, relating to that Lot, under this Declaration.

6) **ADDITIONAL CONSTRUCTION AND ARCHITECTURAL CONTROL PROVISIONS:** Before constructing a residence or building of any kind on any lot, it shall be mandatory for the owner of the lot, or proposed purchaser if the construction is to be done for such purchaser, to first submit the building plans and

specifications, architectural and color plans and site, landscaping, drainage and topographical plans to the Developer/ACC for its review and for written approval.

Also, no exterior fence of any kind may be constructed on any lot without first submitting the plan, specifications and color plan to the Developer/ACC for its review and written approval. Also, no antenna or satellite dish may be constructed or installed on any lot without first submitting the plan and specifications to the Developer/ACC for its review and written approval. No satellite dish may exceed three feet in diameter. Exterior solar collectors are permitted in this Plat, but prior to installation the plan for such collectors shall be submitted to Developer/ACC for its review and approval.

No construction work on any such building or fence may be started before such written approval is obtained.

Further, no additions to a building and no alterations in the exterior appearance of existing buildings, including but not limited to exterior remodeling and construction of patios, decks and swimming pools, fences and walls, may be made without receiving all approvals required under the City's ordinances and receiving written approval from the Developer/ACC.

The written approval of Developer/ACC provided for above must be obtained before the owner of any lot submits an application to the City for any building permit or other approval of its building plans.

a) All construction within the Plat shall be new construction and no building previously erected elsewhere may be moved onto any lot in the Plat. No mobile home shall be permitted on any lot in the Plat. However, a panelized or modular home may be erected on a lot, providing it is first approved by Developer/ACC or its authorized designee and meets the other requirements set forth in this Declaration.

b) All exteriors of buildings shall be completed within one year after the issuance of the building permit for the respective building. Such building shall be ready for occupancy within 18 months after the issuance of the building permit. Landscaping (including grading, sodding and seeding) shall be completed within ninety (90) days after substantial completion of the exterior construction of the dwelling, provided weather conditions so allow.

c) All private driveways must be a hard paved surface consisting of concrete or brick. As part of the installation of that hard surface driveway, owner shall cause a concrete sidewalk to be laid across the driveway and shall install a concrete driveway entrance from that sidewalk to the street. All driveways and sidewalks required by this paragraph shall be in conformity with the requirements of the City of Lodi. The driveway to be located on a lot shall be completed within 6 months after the occupancy permit is issued for the dwelling that is located on that lot.

d) The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No owner of any lot shall grade or obstruct any drainage swale or drainage way which is in existence at the time of development so as to impede the flow of drainage water from other lots across such swale or drainage way. Further, to avoid problems with excess dirt at any construction site, any excess dirt from excavation or grading on a lot which is not to be used on that lot shall be placed as directed by Developer/ACC or its duly authorized agent, without cost to Developer/ACC. Further, the elevation of any utility easement may not be changed by any lot owner in excess of six (6) inches without the approval of Developer/ACC and permission of all of the applicable utilities. Any lot owner making such change shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

e) All buildings constructed on any lot in the Plat shall conform to all governmental zoning requirements and all side yard and set back requirements imposed by law unless the governing authority grants a variance and Developer/ACC also approves of such variance from the normal requirements.

f) All swimming pools must be in-ground and installed in the rear of the lot and must be fenced by a suitable 'climb proof' fence not less than four (4) feet high. All gates shall be equipped with functional locks. The owner of each lot containing a swimming pool shall defend, indemnify and hold the Developer/ACC harmless from and against any liability, claim, cost or expense, including attorneys' fees, arising out of the existence, use or maintenance of said pool. In addition, the owner of each lot containing a swimming pool shall take all steps necessary to comply with any applicable municipal ordinance, rule or regulation affecting swimming pools, all hazard insurance requirements, and in any event, shall take all necessary or appropriate steps to insure the safety of individuals coming into contact with the swimming pool.

g) No ponds shall be located on any lot without first submitting the plans and specifications to the Developer/ACC for its review and written approval

h) Trees are to be installed by Developer along any street in this Plat, in accordance with the City's ordinances. The owner of each lot, during his/her ownership, shall be responsible for maintaining such tree(s) located within that portion of the street right-of-way that is adjacent to his/her lot. If any such tree dies or for any other reason, needs to be replaced, then it shall be the responsibility of the owner of such lot, to promptly replace such tree at that owner's cost, unless the City waives the replacement of such tree. In the event the property owner fails to so replace such tree, the City may replace the tree and specially assess the property owner for all costs incurred in doing so.

i) Developer, under the City's ordinances and regulations, is to guarantee any tree planted by Developer, for a period of one year. Anyone purchasing a lot from Developer, while such guaranty period is still in effect as to any tree on that

lot, shall thereafter assume all responsibility for the care and maintenance of such tree(s) on that lot and for replacement of such tree(s) and shall reimburse Developer for any costs, incurred by Developer after such sale, to replace any such tree(s).

j) Construction on a lot is to be performed in conformance with the City of Lodi's drainage and construction site erosion control ordinance that is in effect at the time such construction occurs.

k) A site plan, prepared by a licensed engineer or surveyor, must be submitted to Developer for Developer's review and approval before construction is commenced on any lot. Further, the proposed layout of any building to be constructed on the lot must be marked on the lot, by a licensed engineer or surveyor, before construction is commenced. Developer shall, from time to time, designate a licensed surveying firm or engineering firm to review all such site plans and building layouts. Currently Grothman & Associates is the firm designated by Developer to perform this review function. If the individual who prepares the site plan and building layout for the lot owner is not from the firm that Developer has designated to perform this review function, then such site plan and layout must be submitted to the firm who is designated by Developer to perform such review and the lot owner shall be responsible for promptly paying to Developer the cost charged for such review.

**7) ADDITIONAL USE AND ACTIVITY CONTROL PROVISIONS:**

a) No noxious or offensive trade or activity may be carried on in the Plat. Nor shall anyone create or maintain a nuisance in the Plat.

b) No trash, garbage or other waste, except household waste generated from those staying in the dwelling, may be kept on a lot in the Plat, and that waste shall be kept in sanitary containers and regularly removed from the property so as not to create any odor or sanitation problem.

c) No animals shall be raised or kept on any lot except domestic pets. The term "domestic pets" is intended to exclude, among other things, all livestock and all wild, poisonous or dangerous animals, rodents, reptiles and insects. Also no pit or bull terriers shall be kept on any lot. All domestic pets must be confined to the owner's lot (this not being intended to exclude walking domestic pets on the public streets or public sidewalks). At any one dwelling unit in the Plat there shall be no more than 2 cats or dogs kept, or if both kinds are kept, then there shall be no more than one cat and one dog kept at any dwelling. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for free or not. No pets are to be kept, housed or chained outside of the residential dwelling located on a lot.

d) No mobile home shall be permitted on any lot. Further no trailer, basement, tent, shack or garage or any part thereof may be used as a residence, temporary or permanent.

e) For all lots, parking and/or storage of boats, trailers, travel trailers, snowmobiles, mobile homes, campers, golf carts and other recreational vehicles are prohibited unless kept inside garages. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading for a period not to exceed forty-eight hours. No cars or other vehicles of any kind shall be parked on lawns or yards at any time.

f) No parking of any automobile or truck shall be permitted on any lot, outside of any dwelling, except for a car or truck that is used by an occupant of the respective lot, or a guest, for daily transportation.

g) No wood piles in excess of one face cord shall be stored outside any dwelling unit located on any lot. All wood piles shall be kept in a neat and orderly manner.

h) No construction equipment or material shall be kept or stored outside the structure(s) located on the lot except during periods of construction.

i) The owner shall keep all exterior improvements in good order and repair, shall keep all yards free of debris and shall keep all lawns mowed and all trees and shrubbery pruned, all in a manner and with such frequency as it consistent with good property management. Prairie lawns shall not be permitted within the Plat but this restriction shall not be deemed to prohibit a rain garden from being constructed on any lot for storm water purposes.

j) No signs of any type shall be displayed to the public on any lot without the prior written consent of the Developer/ACC except a sign of reasonable size identifying the owner's name and except a standard temporary lawn sign advertising that the lot/dwelling unit is for sale or rent and except for any standard temporary lawn sign endorsing a political position or candidate. All such political signs shall be promptly removed upon completion of the election to which they pertain.

k) No motorized minibikes, all-terrain vehicles, go-karts, dirt bikes or any other such vehicle shall be operated on any lot.

l) No exterior clotheslines shall be installed on any lot except temporary clotheslines designed for removal (or retractable) when not in use.

m) Exterior lighting installed on any lot shall be directed and controlled so as not to direct light onto any adjacent lot.

8) **SIDEWALKS**: Sidewalks are required in this Plat as per City of Lodi ordinances and separate Development Agreement between Developer and the City of Lodi. The Developer has agreed to pay for the initial installation of sidewalks as required by the City ordinances and that Development Agreement but thereafter each lot owner shall be responsible for maintaining, repairing and/or replacing the sidewalk located adjacent to his/her lot during his/her ownership of such lot. The Development Agreement for this Plat requires the repair or replacement of any portion of the sidewalk on a lot that is damaged during construction be completed before the occupancy permit will be issued.

9) **EASEMENTS IMPOSED**: There is hereby imposed on each lot a general utility easement, as referred to on the Plat, being 10' wide along the front of each lot. No building or trees shall be placed upon any such general utility easement. The utility easement shall be available for utility services to the property, and for the neighborhood.

10) **MISCELLANEOUS GENERAL PROVISIONS**:

a) **Changes in Declarations**: Until such time as Developer has sold 80% of the Lots in the Plat, the Developer shall have the right to waive or amend any provisions of the Declaration as to any or all of the Lots in the Plat. Once the Developer has sold 80% of the Lots, then this Declaration may be cancelled, released, amended or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer and the owners of not less than one-half of all of the lots subject to this Declaration. Except, however, paragraphs 1), 2, 6(e), 6(h), 6(j), 8, 10(a) and 10(d) may not be cancelled, released, amended or waived without the written consent of the City of Lodi.

However, Developer at its discretion, may subsequently impose additional covenants and restrictions covering any lot in the Plat that Developer has not sold, without obtaining the approval of any other landowner.

b) **Developer not Liable**: The Developer, its designee, and any Architectural Control Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site plan or other matter, including, among other things, any loss arising out of the alleged negligence of the Developer in carrying out the terms of this Declaration. Nor shall they be liable for the performance of their enforcement rights and responsibilities provided for under this Declaration.

c) **Term**: These covenants, restrictions and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-five (25) years from the date that this Declaration is recorded. After that initial Twenty-five (25) Year term, the period that the covenants, restrictions and conditions set forth in this Declaration are in force and effect shall be automatically extended for successive terms of ten (10) years unless, prior to commencement of a new term, an instrument, signed by the owners of at least one-half of the total lots subject to this Declaration with written consent of the









