

## **Summary Highlights of Declaration of Covenants, Restrictions and Conditions for Highlands of Seminole (HSNA), Dane County, Wisconsin**

**Purpose.** To facilitate awareness of the content of the Covenants.

**Disclaimer.** This Summary is intended to be a quick reference to those sections of the Covenants which may be of use to homeowners of established homes in the neighborhood. If you need to review the full coverage you should reference the complete Covenants which are available at <http://highlandsofseminole.org/hsna-covenants>; this Summary may help guide you to the relevant sections.

**General.** All Lots (i.e., residential properties) are subject to the Covenants.

**Article I. Definitions.** Defines Architectural Control Committee (ACC), Board of Directors, Declaration, Lot identification, Neighborhood Association, Outlots, Owner and Subdivision.

### **Article II. Statement of Purposes.**

- 2.1 To ensure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty; to ensure the most appropriate development and improvement of each Lot, including residential structures.
- 2.2 The Subdivision was developed in multiple phases and each phase of development may have unique specific covenants.

### **Article III. Architectural Control.**

- 3.1 The Architectural Control Committee (ACC) consists of three members elected by the Board of Directors.
- 3.2 Requires that all plans for buildings, landscaping, fences, walls, or other structures or improvements to be constructed on any Lot, and all proposed alterations in the exterior appearance of any building, including patios, decks, and swimming pools, must be approved by the ACC, in writing prior to construction/implementation.
- 3.3 Specifies the requirements for submissions for approval of the ACC, including forms, drawings, specifications, and other information needs are established by the ACC.
- 3.4 The ACC has 30 days to approve or disapprove submissions from receipt of a complete set of required documentation.
- 3.5 Establishes the right of the ACC to reject any submission based on the sole opinion of the majority of ACC members. The ACC is to be held harmless or any perceived discrepancies in their good faith performance of its duties. The ACC and its members shall not be liable for any damage, loss or prejudice claimed to have been suffered on account its determinations.

**Article IV. Architectural Restrictions.** All Lots, and all improvements thereon are subject to certain architectural restrictions:

- 4.1 Defines minimum side yard dimensions and setbacks front, back and side from Lot boundaries.
- 4.2 Lot elevations, grades and drainage swales cannot be altered.
- 4.3 Establishes that there are unique requirements regarding minimum house sizes, garage configurations, exterior building materials, landscaping, etc., by building phase which are recorded in exhibits to the Covenants.
- 4.6 (a)-(c) Establishes requirements for certain plants and trees along the street terraces abutting all Lots and sodding and seeding of lawns.
- 4.6 (d) Requires Owners to perform ongoing maintenance of landscaping of their Lots and adjoining street terraces.
- 4.6 (e) Establishes the authority of the ACC to approve or disapprove Owners' submissions to erect all fencing and screening of Lot boundaries. ACC must approve all landscaping done by Owners of properties adjoining conservancy lands and along the McKee Road berm.
- 4.7 Driveways are required to be concrete.

- 4.8 Mailboxes and Post Lights are required to meet precise specifications established by the ACC. These requirements include the mailbox sourcing, mailbox post sourcing, materials and colors.
- 4.9 Lots cannot display signs of any type except For Sale signs, which have size restrictions.
- 4.10 (a) All existing trees of 2 inch or greater diameter may not be destroyed or removed without written approval of the ACC. Tree maintenance and care are requirements on all Lot Owners.
- 4.10 (d) Establishes guidelines for protecting oak trees from oak wilt disease.
- 4.13 – 4.14 Precludes use of prefabricated buildings without ACC approval. Outbuildings cannot be used as residences; all outbuildings must be approved in writing by the ACC.

#### **Article V. Use Restrictions.**

- 5.1 Maximum of three domestic animals per Lot which must be housed in the house or garage. Prohibits free-standing kennels, animal boarding and treatment. Vicious or nuisance animals are not allowed.
- 5.2 Precludes permanent storage of vehicles (motor, trailer, boat, camper, RV, tractor, etc.) outside of the garage.
- 5.3 (a) -(b) Lots and improvements thereon must be maintained neat in appearance, free of debris No noxious weeds are allowed, lawns must be mowed and trees and shrubs pruned. Sidewalks abutting Lots must be kept passable and safe.
- 5.3 (c) Trash containers must be kept in the garage except for the days of collection.
- 5.4 (as amended) Satellite dishes less than one meter in diameter shall be allowed in cases where there is no safely hazard. Solar panels are permitted only after written approval of the ACC; such approval shall not be unreasonably withheld.
- 5.5 No noxious or offensive trade or activity maybe carried out on on residential Lots which cause a nuisance. Vegetable gardens and orchards are permitted only upon written approval of the ACC. No firearms shall be discharged in the Subdivision.
- 5.6 Exterior lighting shall not cause disturbances to residents in adjacent lots or onto streets.

#### **Article VI. Association Membership and Voting Rights.**

- 6.1 Every Owner shall be a member of the Neighborhood Association and have the rights set forth in the Covenants, Articles of Incorporation, and ByLaws of the Neighborhood Association.
- 6.2 Owners shall have one vote for each Lot owned.
- 6.3 The Neighborhood Association shall be managed by the Board. The Board shall have the duties, powers and responsibilities set forth in the Covenants, Articles of Incorporation, and ByLaws of the Neighborhood Association.
- 6.4 The Neighborhood Association is responsible to enforce the Covenants, maintenance and repair of landscape easements, berm easement, outlots, and land owned by the City of Fitchburg to the extent that the City fails to adequately maintain.
- 6.5 Assessments shall be established and collected each year. The budget is determined by the Board, by a 2/3 vote before the end of February each year. Assessments are due and payable thirty days from the date of the levy. The Neighborhood Association has the right to collect or enforce collection of assessments. Assessments that are unpaid when due shall become a lien on the Lot until paid with interest of 18% from the due date.

#### **Article VII. General Provisions.**

- 7.1 The Term of Covenants is 25 years from December 23, 1994, after which it renews for successive 5 year periods unless canceled by amendment approved by at least 2/3 of all Lot Owners. Should any person(s) violate any of the covenants, the ACC or any person(s) owning a Lot shall have standing to bring a law suit against the person(s) violating the covenants.
- 7.2 The Covenants may be amended by a vote of 2/3 of all Lots being then owned.
- 7.5 The Neighborhood Association, ACC, or Owner(s) have the right to sue for and obtain prohibitive and mandatory injunction to prevent the breach of the Covenants. Any Owner found to have violated the Covenants shall be liable for attorney's fees and court costs.