

Declaration of Restrictions

In re: Lots 16 through 64 of Stenslien Hills Addition, City of Westby, Vernon County, Wisconsin.

THIS DECLARATION MADE This 1st day of September, 2017 by Lan Bar, Inc., owner of the land located in the City of Westby, Vernon County, Wisconsin, hereinafter called "Developer," WITNESSETH:

WHEREAS, Developer is the owner of the property described above, hereinafter called "the property," and is desirous of subjecting the property described above to the restrictions, covenants, reservations, easements, liens, and charges hereinafter set forth, each and all of which are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest, and any owner thereof at this time or at times hereafter;

NOW THEREFORE, Developer hereby declares that the property described above is and shall be held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges hereinafter set forth:

1. PROPERTY SUBJECT TO THIS DECLARATION. The property which is held and shall be conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges with respect to the various portions thereof, set forth in the various clauses and subdivisions of this Declaration, is located in the City of Westby, State of Wisconsin, and is more particularly described above.

2. PURPOSES OF RESTRICTIONS. The property shall be used for private residential purposes only; no structure shall be erected, altered, placed, or permitted to remain on the property, other than a single family residential dwelling, except lots forty-three (43) through fifty-one (51) shall be limited to two-family dwellings. All dwellings shall have a private garage for not more than three cars per living unit. No multiple dwelling units (other than two-family dwellings on the above stated lots) or commercial construction, will be permitted.

These protective covenants are not intended to limit invention or imagination, nor to dictate conformity. The objective of these covenants is to insure quality without prohibiting individuality.

3. SPECIFICATIONS.

a. Dwelling: Each single-family dwelling, exclusive of attached garage, open terraces, porches, and breeze ways, shall have a total square footage of at least 1,250 feet of finished area on the main living level. Each side of the two-family dwelling, exclusive of attached garages, open terraces, porches, and breeze ways, shall have a total square footage of at least 1,000 square feet of finished area on the main living level. Further, fences shall not be permitted to be constructed on two-family dwelling boundary lines.

b. Garage: Every single family dwelling shall have an attached garage which shall be at least 400 square feet. Each individual living unit in a two-family dwelling shall have an attached garage which shall be at least 400 square feet.

c. Each single family dwelling shall have a minimum value of at least \$130,000.00 at the time of construction based upon existing construction costs as of January 1, 2017. Each two-family residential dwelling shall have a minimum value of at least \$165,000.00 at the time of construction based upon existing construction costs as of January 1, 2017. The valuation shall include all improvements but shall not include any items of personal property or the cost of the lot.

d. Auxiliary Building: Not more than one (1) auxiliary building may be constructed. The maximum size of said building shall not exceed 200 square feet and shall be of similar construction and appearance to that of the dwelling on said lot. Sidewalls shall not exceed nine (9) feet in height.

e. Roof Pitch: The roof pitch of all buildings shall not be less than a five (5) to twelve (12) ratio.

f. Used Structures: No pre-existing, old or used dwelling or auxiliary building shall be moved onto the property.

g. Typical exterior seasonal lighting may be displayed up to 30 days prior to and up to 30 days after the respective seasonal celebrated date.

4. APPROVAL OF PLANS. No dwelling shall be erected, placed, or altered on the property until the building plans, specifications, and plat plan showing the location of such building have been approved by the proper authorities issuing building permits, etc., at which time such plans shall be submitted to and approved by Developer or a representative(s) designated by Developer. Neither Developer nor its designated representative(s) or any successors shall be entitled to any compensation for services rendered or performed pursuant to this covenant.

No building, (addition or accessory) fence, wall, or other structure shall be commenced until the building plans, specifications, and plat plans showing the location of such proposed construction have been approved in writing as to the location of the structure(s) with respect to topography and finished ground elevation by Developer or its designated representative(s).

The powers and duties of Developer and of its designated representative(s) hereunder shall cease on and after thirty (30) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required.

The Developer may at its discretion allow the formation of a Home Owners' Association at any time after fifty percent (50%) of the properties have been sold. Said Home Owners' Association responsibilities will include but not be limited to continuation of covenant surveillance and enforcement, and monitoring the water retention area's proper preservation.

5. SET BACK LINES. No building shall be located nearer than twenty-five (25) feet from the city right-of-way or nearer than ten (10) feet to the side or rear of the lot. Further, no building shall be erected, placed, or altered unless first approved by Developer or its designated representative(s).

6. COMPLETION TIME. All buildings are to be of new construction and all construction work is to be completed within twelve (12) months after the commencement of such construction.

7. SANITATION. The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste including but not limited to grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in a Conservation Area or the Surface Water Management System or Common Area, except that fertilizers may be applied to landscaping on the property provided care is taken to minimize runoff.

8. LIMITATION OF USE. No noxious offensive trade or activity shall be carried on or upon the property nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood. No livestock, animals, or poultry of any kind shall be raised, bred or kept on a lot except either two (2) dogs or two (2) cats or other household pets not bred or kept for commercial purposes. In addition, no dog(s), cat(s), or pet(s) shall be left outside unattended or allowed to roam free. In addition, the keeping of such household pets shall at all times conform with the City of Westby ordinances concerning ownership, maintenance, and noise pollution from pets. The construction of outside kennels shall not be allowed within the property addition. The property shall be used for residential purposes only. No trailer, tent, shack, garage, barn, or any other outbuildings erected in the tract shall at anytime be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No motor homes, boats, trailers, or any other like objects shall be stored in view in excess of seventy-two (72) hours. All such objects shall be stored within an enclosed garage or be removed from the property for storage at some other place. No farm, construction, trucking, or other commercial equipment (including but not limited to tractors, trucks, trailers, buses, and farm machinery) shall be parked or stored on the property or on any road within or adjoining the property except for the purpose of making deliveries or moving property into or out of dwellings.

9. EASEMENTS RESERVED. Easements and rights of way for access and utility purposes and functions are hereby expressly reserved to Developer. Such easements may be used as private ways for access to remote areas including access for the location and or placement of underground electric or communication cables, storm drainage, or sanitary sewers, pipe lines for supplying gas, or telephone poles and lines, and wire may be strung between such poles and to any building from the nearest pole thereto. A purchaser shall at his/her own cost

and expense, keep and preserve that portion of the easement and right of way within his/her own property line at all times in good condition of repair and maintenance and neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the proper maintenance, use, operation, repair, reconstruction, and patrolling of any of the utility services located therein.

Developer, its designated representative(s) or any utility company with facilities located within said easements shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved for, including the right to trim, top, or cut down trees adjacent to the electric or telephone lines to provide for ample clearance. Each respective utility is responsible for the usual and customary clean up from said work including repair of damaged lawn areas.

10. EXCAVATION AND GRADE. Excavation and grade shall comply with local ordinances.

No owner shall establish a grade for the property without the approval of Developer or its designated representative(s). Developer or its designated representative(s) will require the grade to follow the grade and contour of the adjacent street or road.

11. CONSERVATION METHOD. The building contractor must implement usual and customary conservation and anti-erosion methods during construction to prevent siltation and erosion.

12. CLOTHES LINE POLES. No permanent types of clothes line poles are allowed. Umbrella or retractable type clothes lines are permissible.

13. SODDING AND SEEDING. The property shall be sodded or seeded within one (1) year of commencement of construction of a residence.

14. SIGNS. No signage visible to the exterior for any business or commercial endeavor(s) are allowed.

15. DRIVEWAYS. All driveways for each lot shall be constructed of concrete or asphalt.

16. TELEVISION DISHES AND TOWERS. No television satellite dishes larger than eighteen (18) inches in diameter shall be placed or erected on any lot.

17. REMOVAL OF FILL. The purchaser of any lot agrees that prior to excavation any dirt or fill excavated from said lot shall first be offered to Developer at no charge.

18. NO SUBDIVIDING. Only one (1) single-family dwelling or one (1) two-family dwelling shall be allowed on each lot of the property, as provided herein. If a two-family dwelling is constructed, a certified survey map shall be prepared and recorded showing the boundary line of each individual parcel. No further subdividing shall be allowed for the purpose of creating any additional building lots.

19. DEVIATION BY AGREEMENT WITH DEVELOPER. Developer hereby reserves the right to enter into agreements with the purchaser of any lot without the consent of the owner of any other lot to deviate from any or all of the covenants set forth in this Declaration, provided Developer shall in its sole discretion determine that there are causes, difficulties, or hardships evidenced by the purchaser to warrant such deviation and no such deviation (which shall be evidenced by an agreement in writing) shall constitute a waiver of any such covenant as to the remaining real estate nor shall the same constitute a violation of any consent.

20. SCOPE OF OPERATION. COVENANTS AND RESTRICTIONS. These covenants and restrictions are to run with the land and shall be binding upon all owners and occupants of the property and all persons claiming under them.

21. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant hereinafter contained and such action may be either to restrain violation or recover damages or both; such action may be brought by the owner of any lot described herein, and/or Developer or its designated representative(s).

22. SEVERABILITY CLAUSE. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

23. TERM. The terms, covenants, conditions, and restrictions set forth in this Declaration shall run with and bind to all of the property, shall inure to the benefit of all owners and mortgagees and their respective heirs, executors, personal representatives administrators, successors, and assigns, and shall be in and remain in effect for a period of twenty (20) years from and after the date hereof, after which time this Declaration shall be automatically renewed and extended for one successive period of ten (10) years, unless an agreement executed by the owners of at least two-thirds or more of the lots or dwellings within the property agreeing to terminate or modify this Declaration has been recorded in the Register of Deeds office of Vernon County, Wisconsin; provided, however, that the easements established, granted and reserved in paragraph nine (9) hereof and otherwise established, granted and reserved by separate document shall continue and remain in full force and effect for the time periods and duration specified herein.

24. AMENDMENT BY DEVELOPER. Until such time as Developer is the owner of none of the lots, Developer may amend the Declaration by a written instrument filed and

recorded in the Register of Deeds office of Vernon County, Wisconsin without obtaining the approval of any owner or mortgagee. Any amendment made pursuant to this paragraph twenty-four (24) shall be certified by Developer and shall be effective upon recording of the same in the Register of Deeds office of Vernon County, Wisconsin. Each owner, by acceptance of a deed or other conveyance to a lot, agrees to be bound by all amendments permitted by this paragraph twenty-four (24) and further agrees that, if requested to do so by Developer, such owner will consent to the amendment of this Declaration or any other instrument relating to the Property: (a) if such amendment is necessary to bring any provision hereof into compliance or conformity with the provisions of any law, ordinance, statute, rule, or regulation of any applicable Government Authority or the judicial decision of any state or federal court; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any lots or dwellings; (c) if such amendment is required by any institutional mortgagee in order to enable such institutional mortgagee to make a mortgage loan on any lot or dwelling; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance mortgages on any lots or dwellings within the Property.

25. AMENDMENT BY OWNERS. Amendments to this Declaration, other than those authorized by Paragraphs nineteen (19) and twenty-four (24) above, shall be proposed and adopted by the owners in the following manner:

a. An amendment to this Declaration shall be executed by the owners of at least two-thirds of the lots or dwellings within the Property; provided however, that (1) any amendment which materially and adversely affects the security, title or interest of any institutional mortgagee must be approved by such institutional mortgagee; and (2) during any period in which Developer owns any of the lots, then Developer must approve such proposed amendment.

b. Any such amendment under Paragraph twenty-five (25) shall be effective upon recording of the same in the Register of Deeds office of Vernon County, Wisconsin.

IN WITNESS WHEREOF, the Developer has placed its hand and seal on the date above first written.

Lan Bar, Inc.

By:

Jane Meyer, President

By:

Carol Brye, Vice President

STATE OF WISCONSIN)

) ss.

COUNTY OF VERNON)

Personally came before me this 1st day of September, 2017, the above named Jane Meyer and Carol Brye, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kathryn L. Wiese

Kathryn L. Wiese

Notary Public, State of Wisconsin

My commission expires June 14, 2019.

This Document Drafted By:
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