358777

Document Number

DECLARATION OF RESTRICTIONS

Document Title

VOL. 667 PAGE 403

Rose Ottum Register
OFFICE OF REGISTER OF DEEDS
Trempealeau County, WI
Rec. for Record MAR 26 2004
at 11:00 O'Clock a. M.
Vol 667 of Records
Page 403

Rose Ottum Register

Recording Area

Name and Return Address

Bernice Woestman
N13144 Schubert Rd
Trempealeau, WI 54661

pd $25.00

Parcel Identification Number (PIN)

"THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE"

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

DECLARATION OF RESTRICTIONS

Michael A. Woestman and Bernice Woestman, husband and wife, hereinafter referred to as "developer", the owners of a parcel of land, the legal description of which is attached hereto as Exhibit A and incorporated by reference (hereinafter "the lots") hereby makes the following declaration as to limitations, restrictions and uses of the land within the plat for the benefit of the present owners and all future owners of the lots platted or to be platted within the boundary of Exhibit A. "Developer" shall also include any legal entity to whom Michael Woestman and Bernice Woestman may convey title to all or a portion of Parcel A, other than a sale to a person or entity purchasing a platted lot.

The declarations herein shall be covenants running with the land, as provided by law, and shall be binding on all parties and all persons claiming under them; these declarations of restrictions are designed for the purpose of keeping all lots desirable, uniform and suitable in architectural design and use as specified herein:

I. Land Use Control

The lots shall be used for single family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than a one (1) family residential dwelling with an attached garage for a minimum of two (2) cars.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the Owners Committee (hereinafter referred to as the "committee") as to the design, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, finish grade elevations and exterior property lines, and as to compliance with these restrictions. The exterior color shall be one which will complement the environment of the area.

No other improvement shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the improvement shall have been approved by the committee as to the design, quality of workmanship and materials, harmony of external design with existing structures, as to location and as to compliance with these restrictions.

All approvals for improvements from the committee must be in writing. Disapprovals shall also be in writing. The committee must approve any changes from approved plans.

II. Land Use and Construction Requirements

(a) No dwelling shall be permitted on any lot unless the dwelling meets the following minimum requirements:

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than one thousand three hundred fifty (1,350) square feet for a one-story dwelling. The total floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand nine hundred fifty (1,950) square feet for multi-story or split foyer or split entry dwellings.

(b) No single or doublewide type manufactured homes shall be permitted.

(c) The construction of any building on any lot or any additions to or the remodeling of any existing buildings, including all landscaping and sodding of all yards, shall be completed within eight (8) months from the date of commencement. No building shall be allowed to remain with building paper or sheathing for a period longer than three (3) months. The construction site shall be picked up and reasonably free of debris at all times.

(d) No trailers, garage, shack, tent, barn or outbuildings shall be used as a temporary or a permanent residence.

(e) A two (2) or more car garage shall be attached to the residence and must be of the same quality materials.

(f) All materials must be of good quality and chosen for aesthetic or complimentary value to other residences.

(g) All driveways must be surfaced from the street to garage within twelve (12) months from the completion of the surfacing of the street which lies in front of any lot. Driveways can be concrete, bituminous or brick. However, the portion of each driveway within the street right-of-way shall be constructed of the same materials and to the same standards as the street surface, itself.

(h) No portion of any building shall be located within twenty (20) feet of any side lot line.

(i) A second garage, one story only and between two and three cars in size, may be constructed on any lot, detached from the residence, provided it is of the same quality materials as the residence.

(j) No carports or roof type shelters shall be allowed on any lot.

(k) Notwithstanding the other restrictions contained herein, an owner of a residence may conduct a home-based business or occupation with prior approval of the committee. If the committee approves of a home-based business, the lot owner shall provide off street parking for its customers, provided that no more than two customer parking spaces shall be allowed on the driveway area of the lot.

III. Subdivision of Lots

No lot, once it has been platted by developer, shall be subdivided.

IV. Leases or Rentals

No residence may be leased or rented for the purpose of income without the written permission of the committee.

V. Signs

No advertising signs of any character shall be erected or placed on any lot. The committee may waive the provision of this paragraph only when, in its discretion, the same is necessary to promote the sale of lots in and the development of the lots. Also, if the committee has approved a home-based business, one sign may be permitted on the exterior of a structure, but no larger than six (6) square feet in area.

VI. Amendment of Restrictions

These restrictions may be amended, altered or rescinded only by an affirmative vote of at least eighty percent (80%) of the lot owners of platted lots, with each lot having a single vote, except that the provisions of Articles I, II, III, VI, XI, and XII may not be amended if any lots which have been platted are owned by the developer, except by affirmative vote of the developer.

VII. Animals

No domestic or wild animals, livestock, or fowl, shall be allowed on any lot except a lot owner may keep not more than two (2) dogs and/or two (2) cats. No pit bulls, doberman pinschers or rottweilers shall be allowed. No kennels or other outside pet structures shall be allowed, unless approved by the committee. All animals shall be kept on leashes at all times when outside a residence and not allowed to run free on any lot. An owner of a dog or cat shall promptly cleanup and dispose of all dog or cat feces/excrement from any part of the land subject to these covenants.

VIII. Nuisances

(a) No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that causes such lot to appear in an unclean or untidy condition or that is obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that causes noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants surrounding the property.

(b) No disabled, unregistered or unlicensed automobiles, farm machinery, equipment, supplies, lawn tractors, trailers, recreational vehicles, campers, mobile homes, or buses are to be kept or stored on any lot, or on a public street adjoining any lot unless they are stored inside a garage.

(c) No commercial vehicles or trailers shall be parked, placed or allowed to remain on any lot or street with the exception of any period during construction of a dwelling or except for normal delivery purposes.

(d) No elevated tanks of any kind shall be erected, placed or permitted on any lot.

(e) No side yard fencing shall be allowed from the front edge of the residence to the front of the lot. Side and rear lot line fencing must be approved by the committee prior to construction. All fences shall be of natural materials and approved by the committee.

(f) All lot owners shall mow and maintain the lot area and keep the lot area free from all noxious weeds, whether or not any structure has been constructed upon the lot. If a lot owner fails to maintain the lot free of noxious weeds, the committee may maintain the same and/or contract to have the lot suitably maintained and assess the lot owner for the cost of all such maintenance. The committee, in legal proceedings at law or in equity, may collect any unpaid assessments and the committee shall have the right to collect all court costs and reasonable attorney's fees incurred in collecting the assessment. Notwithstanding these maintenance requirements, a lot owner may permit up to twenty-five percent (25%) of the yard area to be developed and planted with native plants and grasses, provided that it remains free of noxious weeds and is suitably maintained as a natural area. All such natural areas, however, shall be located to the rear of the rear edge of the residence located on any lot.

IX. Swimming Pools

Swimming pools of standard type will be permitted if they are enclosed in a locked fenced area. Fencing material must be approved by the committee.

X. Outdoor Lights, TV Dishes and Towers

Exterior lighting attached to a separate structure, such as a post or pole, which exceeds eight (8) feet in height, shall not be allowed. No television discs/dishes larger than eighteen inches (18") in diameter shall be allowed. Radio and television towers that exceed twelve (12) feet must be approved by the committee.

XI. Easements

All lots shall be served with telephone, electricity and other utility easements which are established. All easements shall provide for the installation and maintenance by the particular utility company.

Easements are hereby expressly reserved for the creation, construction and maintenance of water drainage ditches or channels. Such water drainage easements shall be confined to six (6) feet along each side of every lot. No property owner shall alter in any way, by fill or cut, any natural or preconstructed drainage ditch or channel or block water drainage within six (6) feet of the lot line without the written consent of the committee nor shall any substantial cut or alteration of natural terrain, other than the excavation of basements, be made without the written consent of the committee.

XII. Committee Membership

The committee shall consist of three (3) persons. While the developer owns any lots, the committee shall be selected solely by the developer. After the developer no longer owns any lots, the committee shall be elected by a majority vote of the lot owners with each lot entitled to one (1) vote. After the developer no longer owns any lots, any lot owner may call for an election of the committee members, provided that no more than one (1) election shall occur within any twelve (12) month period. No committee member shall be entitled to any compensation for services performed pursuant to this covenant.

The committee's approval or disapproval, as required in these covenants, shall be in writing. The majority vote of the committee shall control. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it in writing, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relevant covenants shall be deemed to have been fully complied with.

XIII. Enforcement.

The foregoing restrictions and covenants shall be considered as covenants running with the land and shall bind the developers and all present owners and all future owners of the lots, or any part thereof. The developers and owners shall be entitled to enforce each, every, and any of the foregoing covenants and restrictions in any proceeding, at law or in equity, individually or with other owners, against any person, persons or other entity or entities violating or attempting to violate any such covenant or restriction, and any such person or entity found in violation or attempted violation thereof shall be liable for all costs of enforcement, including, but not limited to, reasonable attorney's fees and costs.

Michael A. Woestman
Michael A. Woestman

Bernice Woestman
Bernice Woestman

STATE OF WISCONSIN)
) ss.
TREMPEALEAU COUNTY)

Personally came before me this 26th day of March, 2004, the above named Michael A. Woestman and Bernice Woestman to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Cheryl L. Olson
Cheryl L. Olson, Notary Public
Trempealeau County, Wisconsin
My Commission Expires: 04/10/05

NOTARY PUBLIC STATE OF WISCONSIN CHERYL L. OLSON

Approved by Citizens State Bank, as mortgage holder.

By: President

This instrument drafted by
Allan Ohm, Atty.

358777 VOL. 667 PAGE 410

EXHIBIT A

Part of the SW ¼ of Section 14, Township 18 North, Range 9 West, Town of Trempealeau, Trempealeau County, Wisconsin, described as follows: Commencing at the Southwest corner of said Section 14; thence along the West line thereof North 00 deg. 06 min. 07 sec. West 74.96 feet to the point of beginning; thence continuing along said West line North 00 deg. 06 min. 07 sec. West 66.00 feet; thence North 89 deg. 55 min. 40 sec. East 264.00 feet; thence North 00 deg. 06 min. 07 sec. West 199.77 feet; thence North 89 deg. 55 min. 40 sec. East 108.90 feet; thence North 00 deg. 06 min. 07 sec. West 293.51 feet; thence North 44 deg. 27 min. 06 sec. East 206.00 feet; thence North 00 deg. 12 min. 36 sec. West 226.00 feet; thence South 89 deg. 56 min. 48 sec. West 252.88 feet; thence North 00 deg. 03 min. 12 sec. West 994.00 feet; thence South 89 deg. 56 min. 48 sec. West 264.96 feet to the West line of said Section 14; thence along said West line North 00 deg. 06 min. 07 sec. West 249.72 feet; thence South 89 deg. 59 min. 48 sec. East 264.00 feet; thence North 00 deg. 06 min. 07 sec. West 400.00 feet to the North line of the NW ¼ of the SW ¼; thence along said North line South 89 deg. 48 min. East 2,358.48 feet to the center of said Section 14; thence South 00 deg. 13 min. 12 sec. East 2,647.55 feet to the South ¼ corner of said Section 14; thence along the South line thereof South 89 deg. 55 min. 40 sec. West 2,495.67 feet; thence North 00 deg. 06 min. 07 sec. West 74.96 feet; thence South 89 deg. 55 min. 40 sec. West 132.27 feet to the point of beginning.

Subject to easements, covenants and restrictions of record.

PX-

359112
Document Number

AMENDMENT TO
DECLARATION OF RESTRICTIONS
Document Title

VOL. 669 PAGE 176

Rose Ottum Register
OFFICE OF REGISTER OF DEEDS
Trempealeau County, WI
Rec. for Record APR 07 2004
at 11:35 O'Clock a. M.
Vol 669 of Records
Page 176
Rose Ottum Register

Recording Area

Name and Return Address
Bernice & Michael Woestman
N13144 Schubert Rd
Trempealeau, WI 54661

pd $15.00

Parcel Identification Number (PIN)

This Amendment amends that Declaration of Restrictions recorded in the Office of Register of Deeds for Trempealeau County in Volume 667 of Records, page 403, Document No. 358777.

The undersigned are the sole developers of that land as described in the attached Exhibit A and incorporated by reference herein.

The prior Declaration of Restrictions is amended only with respect to the following: Part II, Land Use and Construction Requirements, subparagraph (e), is amended to read as follows: If the ground floor area of the main structure, as defined above, is less than one thousand five hundred (1,500) square feet, a three or more car garage shall be attached to the residence and must be of the same quality of materials. If the ground floor area of the main structure, as defined above, is one thousand five hundred (1,500) square feet or more, a two or more car garage shall be attached to the residence and must be of the same quality of materials.

In all other respects, the existing Declarations are not amended and remain in effect.

DATED this 7th day of April, 2004.

Michael A. Woestman
Michael A. Woestman

Bernice Woestman

Bernice Woestman

STATE OF WISCONSIN)
) ss.
TREMPEALEAU COUNTY)

Personally came before me this 7th day of April, 2004, the above named Michael A. Woestman and Bernice Woestman to me known to be the persons who executed the foregoing instrument and acknowledge the same.

GAIL J. McDONAH NOTARY PUBLIC STATE OF WISCONSIN

Gail J. McDonah

GAIL J. McDONAH, Notary Public
Trempealeau County, Wisconsin
My Commission Expires: 12-18-05

Approved by Citizens State Bank, as mortgage holder.

By: [signature]

This instrument drafted by
Allan Ohm, Atty.

359112

VOL. 669 PAGE 178

EXHIBIT A

Part of the SW ¼ of Section 14, Township 18 North, Range 9 West, Town of Trempealeau, Trempealeau County, Wisconsin, described as follows: Commencing at the Southwest corner of said Section 14; thence along the West line thereof North 00 deg. 06 min. 07 sec. West 74.96 feet to the point of beginning; thence continuing along said West line North 00 deg. 06 min. 07 sec. West 66.00 feet; thence North 89 deg. 55 min. 40 sec. East 264.00 feet; thence North 00 deg. 06 min. 07 sec. West 199.77 feet; thence North 89 deg. 55 min. 40 sec. East 108.90 feet; thence North 00 deg. 06 min. 07 sec. West 293.51 feet; thence North 44 deg. 27 min. 06 sec. East 206.00 feet; thence North 00 deg. 12 min. 36 sec. West 226.00 feet; thence South 89 deg. 56 min. 48 sec. West 252.88 feet; thence North 00 deg. 03 min. 12 sec. West 994.00 feet; thence South 89 deg. 56 min. 48 sec. West 264.96 feet to the West line of said Section 14; thence along said West line North 00 deg. 06 min. 07 sec. West 249.72 feet; thence South 89 deg. 59 min. 48 sec. East 264.00 feet; thence North 00 deg. 06 min. 07 sec. West 400.00 feet to the North line of the NW ¼ of the SW ¼; thence along said North line South 89 deg. 48 min. East 2,358.48 feet to the center of said Section 14; thence South 00 deg. 13 min. 12 sec. East 2,647.55 feet to the South ¼ corner of said Section 14; thence along the South line thereof South 89 deg. 55 min. 40 sec. West 2,495.67 feet; thence North 00 deg. 06 min. 07 sec. West 74.96 feet; thence South 89 deg. 55 min. 40 sec. West 132.27 feet to the point of beginning.

Subject to easements, covenants and restrictions of record.