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Document Number

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS TO THE PLAT OF SUNNY HILLS ADDITION TO THE CITY OF TOMAH

Document Title

RECORDED
VOL 399 PAGE 287

REGISTER'S OFFICE
County of Monroe, Wis.
Received for record this 17
day of July A.D., 2002
at 11:45 o'clock A M.
John O'Burke Jr Registers
19.00 fd Brent Brudos

Recording Area

Name and Return Address

BRENT BRUDOS
N1045 BROOKSIDE DR
LA CROSSE WI 54601

Parcel Identification Number (PIN)

Lots 1 through 69, Sunny Hills Addition, City of Tomah, Monroe County, Wisconsin.

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, 59.43(2m) WRDA 10/99

5-32 (2/99)

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS TO THE PLAT OF SUNNY HILLS ADDITION TO THE CITY OF TOMAH

Sunny Hills, LLC, a Wisconsin Limited Liability Company, Robert W. Seichter, and Christina R. Seichter, owners of all of the property within the boundaries of the plat of Sunny Hills Addition, in the City of Tomah, Monroe County, Wisconsin (the "Subject Real Estate") hereby make the following amendment to the Declaration of Restrictions to the Plat of Sunny Hills Addition to the City of Tomah recorded September 21, 2001 in Vol. 360 of Records, page 858 as Document No. 501342 in the Monroe County Register of Deeds Office:

Section IV is amended to read as follows:

All dwellings shall contain minimum finished area as follows:

Ranch homes (including split foyer or raised ranch designs) – 960 square feet (main floor)

Two story homes – 1,400 square feet (main two levels)

Multi-level homes – 1,200 square feet total and 1,000 square feet on two primary levels

Finished space located below grade, walkout basements, or planned future finished space will generally not count in determining finished area. Finished space located partially below grade may be counted in determining finished area for multi-level homes, at the discretion of the Committee. The judgment of the Committee shall be final.

All dwellings shall have a minimum value of $85,000 at the time of construction based upon existing construction costs as of March 1, 2001. The valuation shall include all improvements but shall not include any items of personal property or cost of the Lot. The judgment of the Committee shall be final.

Dated: 7/16/02

SUNNY HILLS, LLC

Brent Brudos, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

Personally came before me this 16th day of July, 2002, the above-named Brent Brudos, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the LLC.

JULIE A. WINJUM NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin
My Commission Expires: 10-06

Robert W. Seichter

Christina R. Seichter

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STATE OF WISCONSIN)
) ss.
COUNTY OF La Crosse)

Personally came before me this 16th day of July, 2002 the above-named Robert W. and Christina R. Seichter to me known to be the persons who executed the foregoing instrument and acknowledged the same.

JULIE A. WINJUM NOTARY PUBLIC STATE OF WISCONSIN

Julie A. Winjum
Notary Public, State of Wisconsin
My Commission Expires: 1-6-06

Coulee State Bank hereby consents to the above-described amendment to the Declaration of Restrictions to the Plat of Sunny Hills Addition to the City of Tomah.

Dated: 7/16/02

COULEE STATE BANK

By: [signature]
Its: Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

Personally came before me this 16th day of July, 2002, the above-named Dennis J. Vogel, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the Coulee State Bank

JULIE A. WINJUM NOTARY PUBLIC STATE OF WISCONSIN

Julie A. Winjum
Notary Public, State of Wisconsin
My Commission Expires: 1-6-06

511815

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VOL 399 PAGE 291

River Bank hereby consents to the above-described amendment to the Declaration of Restrictions to the Plat of Sunny Hills Addition to the City of Tomah.

Dated: 7/16/02

RIVER BANK

By: _____
Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

Personally came before me this 16 day of July, 2002, the above-named Phil Moen, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of River Bank

Ethel J. Monroe
Notary Public, State of Wisconsin
My Commission Expires: 9-07-03

This Instrument Was Drafted By:
Attorney Daniel E. Dunn
200 Main Street, Suite 300
La Crosse, WI 54601

DECLARATION OF RESTRICTIONS TO THE PLAT OF SUNNY HILLS ADDITION TO THE CITY OF TOMAH

Sunny Hills, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, the owner of all property within the boundaries of the plat of Sunny Hills Addition, in the City of Tomah, Monroe County, Wisconsin (the "subject real estate"), hereby makes the following declaration as to the limitations, restrictions, and uses of the land for the benefit of the present owner and all future owners of Lots 1 through 68 of Sunny Hills Addition.

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.

I. LAND USE

All Lots shall be used for residences as provided in the R-1 R3TRC Zoning Districts. No dwelling shall be erected, altered, placed or permitted to remain on any of said Lots other than residential dwellings with garage for a minimum or one car per unit.

No building previously erected elsewhere shall be moved onto any Lot except for temporary purposes approved by the Architectural Control Committee (hereafter "Committee") and no basement homes are permitted.

II. ARCHITECTURAL CONTROL

No building, fence, porch, patio or deck shall be erected, placed, or altered until the plans and specifications therefore and a plan showing the location and details of the structure or landscaping have been approved by the Committee as to the quality of workmanship, materials, harmony of external design with existing structures, and as to the location with respect to topography, finish grade elevations, and exterior property

lines. No outbuildings or storage sheds are allowed except detached garages. The Committee's approval or disapproval shall be in writing. Prior to beginning work, the following shall be submitted to the Committee for approval:

a. Plans and specifications, including exterior elevations.
b. Site plan, including grading, landscaping, soil erosion control measures, and driveway location. Specifically noted should be those wooded areas that will be disturbed and those undisturbed.
c. Sample of exterior and roofing materials sufficient to evaluate color and compatibility.
d. Names of general contractor and major subcontractors.
e. Any other information requested by Committee.

After approval by the Committee, a copy of the site plan will be delivered to the Inspection Department of the City of Tomah for their use in confirming compliance with soil erosion control measures shown on the plan. Approval by the Committee does not constitute approval by the city or insure compliance with city building code or replace any city permit requirements.

The construction of any building on any lot shall be completed within six months from the date of commencement. No building shall be allowed to remain with tarpaper or building paper sheathing for a period of longer than three months. The construction site shall be picked up and reasonably free of debris at all times.

III. ARCHITECTURAL CONTROL COMMITTEE

While Sunny Hills, LLC, retains ownership of any Lot, the Committee shall consist of up to three members appointed by Sunny Hills, LLC. When Sunny Hills, LLC ceases to won any Lots, a majority of then record owners of the Lots shall have one vote per Lot and may elect three members to the Committee. The Committee's approval or disapproval as required in these Restrictions shall be in writing. The Committee shall initially consist of Brent Brudos, Manager of Sunny Hills, LLC.

IV. DWELLING SIZE AND VALUE

All dwellings shall contain minimum finished area as follows:

Ranch homes (including split foyer or raised ranch designs) -- 960 square feet (main floor)

Two story homes -- 1,400 square feet (main two levels)

Multi-level homes -- 1,200 square feet total and 1,000 square feet on two primary levels

Finished space located below grade, walkout basements, or planned future finished space will generally not count in determining finished area. Finished space located partially below grade may be counted in determining finished area for multi-level homes, at the discretion of the Committee. The judgment of the Committee shall be final.

All dwellings shall have a minimum value of ~~$65,000~~ $85,000 at the time of construction based upon existing construction costs as of March 1, 2001. The valuation shall include all improvements but shall not include any items of personal property or cost of the Lot. The judgment of the Committee shall be final.

V. EASEMENTS

All Lots shall be served to Lot lines with telephone, electricity, natural gas and other utilities, easements for which are established on the plat.

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 the rear six feet (6') of every lot and six feet (6') along each side of every lot unless a large easement is noted on the plat. No property owner shall alter in any way, by fill or cut, any natural or preconstructed ditch or channel or block water drainage within six feet (6') of the lot lines 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 approval of the Committee.

VI. SIGNS

No sign of any kind shall be displayed to the public view on any parcel of land except one professional sign of not more than one (1) square foot, or one sign not more than three (3) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period, or a sign used by the developer to advertise the Lots.

VII. NOXIOUS PRACTICES

No noxious or offensive trade, activity or practice shall be carried on upon the property above described, nor shall any trade become an annoyance or a nuisance to other residents. Rubbish, trash, garbage, and other waste shall be kept in clean and sanitary containers. No incinerators are allowed.

VIII. STORAGE OF VEHICLES AND BOATS

Only two (2) licensed vehicles designed for travel on public highways shall be kept or parked on any driveway, except if stored inside of an enclosed building. The parking and outside storage of commercial type of vehicles such as school buses, recreational vehicles, trucks (excluding pickup trucks), semi-trailers, earth moving equipment, construction equipment, boats of any kind, motor homes, snowmobiles, camper trailers, cargo trailers, or trailers of any other type, shall be prohibited on any Lot for any continuous period in excess of seven (7) days. Permanent outside storage of the above items, as well as unlicensed or inoperative vehicles, icehouses, construction materials or other unsightly objects shall not be allowed. No motorbikes, motorcycles, snowmobiles or noisy vehicle shall be operated on any Lot

other than to bring them to an enclosed point of storage. No vehicle shall be parked for repairs on driveways or private or public roadways.

IX. TEMPORARY RESIDENCES

No mobile home, travel trailer, motor home, basement, tent, shack, garage, barn, or other outbuildings erected on this property shall be used as a temporary or permanent residence. No more than 4 unrelated persons may live together in the same house.

X. OUTDOOR LIGHTING TELEVISIONS DISCS AND TOWERS

Exterior lighting not attached to the dwelling shall not be placed higher than eight feet (8'). No television satellite discs greater than twenty-four inches (24") may be placed or erected on any Lot. No radio or television towers are allowed unless approved by the Committee. None of the aforementioned items shall be placed or erected in the front yard of the Lot or in such a manner as to be offensive to the adjoining Lot.

XI. LANDSCAPING

The entire yard of each Lot shall be completely sodded or seeded and landscaped within six (6) months of issuance of an occupancy permit. Seeding of rear lots may be permitted at the discretion of the Committee. Additional time to be complete the landscaping may be granted by the Committee if weather conditions prevent completion within the prescribed time. All property owners shall be required to control weeds and grasses in the areas affronting their property to include the city street right-of-way. Lawns shall be mowed to a standard length and not be allowed to grow long and become unkept. All driveways and walkways shall be finished with

concrete, asphalt, bricks or similar approved material by the date of occupancy. Gravel, rock or dirt driveways are not allowed except during construction.

XII. SWIMMING POOLS

Swimming pools shall generally be limited to the in-ground type except by special permission. All pools must be a fence with a minimum height of six feet (6') and have a gate that must be secured. Above-ground pools may be allowed at the discretion of the Committee, when adequately screened from view from neighboring Lots. In no circumstances will an above-ground pool be permitted if it extends above existing grade by more than forty-eight inches (48").

XIII. FENCES

Fences shall be prohibited in most instances, but may be allowed where appropriate and necessary for screening, security, containment or aesthetic purposes subject to compliance with local ordinances but only upon review and approval of the Committee. Fences in front yards will be discouraged.

XIV. RETENTION POND

No walk out basements will be allowed on lots 49, 50 and 51, except if the house is a split foyer style. This is due to the close proximity of the retention pond.

XV. SUBDIVISION OF LOTS

Further subdivision of Lots shall be prohibited unless prior written approval is received from the Committee.

XVI. TERM

These restrictions shall be binding from the date of recording hereof, and shall continue to be in effect until January 2, 2026, after which time such restrictions shall be automatically extended for successive periods of ten years, unless an instrument signed by the majority of the then lot owners has been recorded, agreeing to change the restrictions in whole or part.

XVII. SEVERABILITY

Invalidation of any of the provisions contained herein by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

XVIII. REMOVAL OF FILL

The purchaser of any Lot agrees that any dirt or fill excavated from said Lot shall be offered to Sunny Hills, LLC at no charge for use and disposal of any location designated by Sunny Hills, LLC.

XIX. VIOLATION OF RESTRICTIONS

These restrictions and covenants are to run with the land and they are put into affect for the mutual benefit of all the landowners. If any landowner in this area shall violate or attempt to violate any of the restrictions or covenants heretofore enumerated, it shall be lawful for any person or persons owning any real estate in this area to prosecute any proceeding at law or in equity against any person or persons who are violating or attempting to violate the restrictions and covenants. The persons enforcing these restrictions and covenants shall be allowed to recover monetary

damages and/or injunctive relief or both. The Committee shall have final authority in determining compliance with these restrictions.

XX. AMENDMENT

These restrictions and covenants may be amended by a majority vote of the then record owners of Lots, except that any amendment also requires the written approval of Sunny Hills, LLC while said Limited Liability Company retains ownership of lands in the subject area.

Dated this 20th day of Sept, 2001.

COULEE STATE BANK

By: _____

Its: AVP

STATE OF WISCONSIN)
) ss.
COUNTY OF LACROSSE)

Personally came before me, this 20th day of September, 2001, the above-named Dennis J. Vogel, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of Coulee State Bank.

Wanda A Roe
Notary Public, LaCrosse County, WI
My Commission Expires: 9-5-04

SUNNY HILLS, LLC

Brent Brudos, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF LACROSSE)

Personally came before me, this 20th day of September, 2001, the above-named Brent Brudos, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of the LLC.

Wanda A Boe
Notary Public, LaCrosse County, WI
My Commission Expires: 9-5-04

attn: Diana Serle

Ordinance No. 2009-05-04-D

ORDINANCE RE-ZONING PROPERTY

Brent Brudos – Sunny Hills LLC and Dustin Walters
Sunny Hills West Subdivision

The Common Council of the City of Tomah, do ordain as follows:

SECTION ONE: After Petition, Notice and Public Hearing in accordance with the Wisconsin Statutes and City of Tomah Ordinance, the Common Council of the City of Tomah hereby re-zones the following described real estate from: Lots 2, 3, 4, 47-51 from R-3 Multi-Family to R-1 Single Family
Lots 5-24 from R-1 Single Family to R-6 Zero Lot Line Residential
Lots 25-46 and Outlot 1 from R-3 Multi-Family to R-6 Zero Lot Line Residential.

Sunny Hills West Subdivision,
Lots 2-5, Lots 24-51 and Outlot 1,
City of Tomah, Monroe County, Wisconsin

SECTION TWO: All Ordinances or part thereof in conflict with the foregoing are hereby repealed.

SECTION THREE: This Ordinance shall take effect upon passage and publication.

Allan E. Thompson, Mayor

JoAnn M. Cram, City Clerk

READ: 05/12/2009
PASSED: 05/12/2009
PUBLISHED: 05/21/2009

Ordinance No. 2009-05-04-D

ORDINANCE RE-ZONING PROPERTY

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Allan E. Thompson, Mayor

JoAnn M. Cram, City Clerk

READ: 05/12/2009
PASSED: 05/12/2009
PUBLISHED: 05/21/2009

Brian Kane 11/22/2020 04:17 PM CST

Shanna Kane 11/22/2020 04:13 PM CST