Declaration of the Covenants and Restrictions to the Lots in Edie Brook Estates

Document Number | Document Title

RE: Lots 1 through 7 and Lots 12 through 16 of the Plat of Edie Brook Estates (the "Plat"), recorded in the office of the Register of Deeds of Trempealeau County, Wisconsin, as Document Number 463211, and Lots 17 through 20 of that Certified Survey Map ("CSM") recorded in the office of the Register of Deeds of Trempealeau County, Wisconsin, in Volume 13 of CSM's, Pages 192 and 193, as Document Number 463515, all of which property is a division of part of Lot 1 of Certified Survey Map, Volume 12, Page 157, located in parts of the fractional NW ¼ of the NE ¼, and the fractional NE ¼ of the NE ¼ of Section 6, Township 18 North, Range 8 West, and parts of the SW ¼ of the SE ¼, and the SE ¼ of the SE ¼ of Section 31, Township 19 North, Range 8 West, all in the Town of Gale, Trempealeau County, Wisconsin.

**463867**
**Rose Ottum, Register**
**OFFICE OF REGISTER OF DEEDS**
**Trempealeau County, WI**
**Recd for Record**
**11/17/2020 12:26 PM**
**PAGES: 6**
**EXEMPT #**
**TRANSFER FEE:**

Recording Area

Name and Return Address

Attorney Donald E. Hellrung
P.O. Box 414
Trempealeau, WI 54661

Parcel Identification Number (PIN)

**This is not a "conveyance" as defined by Section 77.21(1), Wis Stats, and is therefore exempt from transfer return and fee imposed under Section 77.22(1), Wis Stats.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, 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 HB Rev. 1/8/2004

# Declaration of the Covenants and Restrictions to the Lots in Edie Brook Estates

Wisconsin Real Estate Development, LLC, hereinafter referred to as the "Developer", is the owner of a parcel of land, the legal description of which is:

Lots 1 through 7 and Lots 12 through 16 of the Plat of Edie Brook Estates (the "Plat"), recorded in the office of the Register of Deeds of Trempealeau County, Wisconsin, as Document Number 463211, and Lots 17 through 20 of that Certified Survey Map ("CSM") recorded in the office of the Register of Deeds of Trempealeau County, Wisconsin, in Volume 13 of CSM's, Pages 192 and 193, as Document Number 463515, all of which property is a division of part of Lot 1 of Certified Survey Map, Volume 12, Page 157, located in parts of the fractional NW ¼ of the NE ¼, and the fractional NE ¼ of the NE ¼ of Section 6, Township 18 North, Range 8 West, and parts of the SW ¼ of the SE ¼, and the SE ¼ of the SE ¼ of Section 31, Township 19 North, Range 8 West, all in the Town of Gale, Trempealeau County, Wisconsin,

does hereby make the following declaration as to limitations, restrictions and uses of the land within the Plat and the above-referenced CSM for the benefit of the present owners and all future owners of the lots platted within the boundary of the above legal description. This parcel of land is known as Edie Brook Estates, hereinafter referred to as the "Development," and is located on County Road K, in the Town of Gale, Wisconsin.

Any use of the term "lot" within this document refers to any one of sixteen (16) numbered lots (the "Lots") designated on the recorded Plat of the Subdivision and the above-referenced CSM, on file with the Trempealeau County Register of Deeds.

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. All lot owners are bound by the terms and conditions of this Declaration. The covenants and restrictions stated herein are designed for the purpose of keeping all Lots desirable, uniform and suitable in architectural design and use as specified herein:

1. All lots shall be used for single-family residential purposes only. No lot shall be subdivided. However, the owner of a Lot, (the "Owner", whether one or more) may purchase an adjacent Lot and use both of them as a "Consolidated Lot" for one single-family residence and a detached garage, as described in Section 8, below. However, this consolidated lot shall be treated as a single lot for the purpose of voting with regards to the Homeowners' Committee described in Section 3, below.

2. Residences. The residence constructed on any lot shall have a minimum of 1250 square feet of finished living space on the main floor of a single-story home. For any multi-level home, the total floor area of the residence shall have a minimum of 2,000 square feet of finished living space with at least 500 square feet of that finished living space on the main floor. The calculation of the above square footages shall be done excluding any

basement, garage, carport, deck, or porch space. All residences shall have a two (2) or more car garage attached to the residence and must be made of quality materials.

All homes shall have at least one full story above grade. No single, double, or triple-wide mobile homes, or house trailers of any type are permitted. No geodesic domes, cordwood homes, straw bale homes, pole barns, barndominiums, or such like, are permitted

3. Homeowner's Committee. Prior to the sale of 100% of the Lots, the Developer shall be the sole member of the Homeowners' Committee. Thereafter, the owners of each Lot shall be members of the Homeowners' Committee, and the owners of each Lot have one vote on any Committee matters. The Homeowners' Committee shall be responsible for approving and enforcing the Development's architectural standards, any matters set out in these Covenants and Restrictions, and any decisions involving the betterment of the subdivision as a whole.

4. Construction Time. 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 twelve (12) months from the date of commencement. No building shall be allowed to remain with only building paper, sheathing, house wrap, or insulation showing on its exterior for a period longer than three (3) months. The construction site shall be picked up, cleaned, and reasonably free of debris at all times.

5. No trailer, garage, shack, tent, barn, camper, RV, or outbuilding shall be used as a temporary or permanent residence.

6. Driveways. All driveways must be surfaced from the street to the garage with concrete, blacktop (asphalt), or brick and must be completed as such within twelve (12) months from the completion of the residence. And all temporary driveways shall have gravel on them.

7. Lot Appearance. While awaiting construction of their residence, all Lot owners shall maintain their vacant Lot and keep it mowed, bush hogged and relatively free of trash and debris. All Lot owners shall mow and maintain their lot area and keep the Lot area free from all noxious weeds, whether or not any structure has been constructed upon the Lot.

8. A second garage, fully enclosed, with one story only and a concrete floor, built with a maximum height of 18 feet above the grade of the surrounding property, and with a maximum capacity of three (3) cars in size, may be constructed on any Lot, detached from the residence, provided it is constructed of quality materials. This second garage must be constructed in either a side yard or in a rear yard, unless it is constructed on a Consolidated Lot which is described in Section 1, above.

9. Other vehicles. No unregistered, abandoned, or inoperable vehicles are permitted on any Lot or street. Any boats or vehicles for recreational or highway use, (i.e. RV's, buses, campers, snowmobiles, etc.), motorized lawn and garden implements, farm

machinery, tractors, trailers, will be stored in an enclosed garage or fully enclosed structure, with a concrete floor, when not in use. Personal vehicles used frequently, not seasonably, are exempt.

No semi-tractors and/or trailers shall be stored or parked on any Lot or on the public street within Edie Brook Estates, at any time, except for the purposes of making normal deliveries or moving persons into or out of a residence.

No vehicles of any type, at any time, are permitted to remain on the street of the Subdivision overnight except in the instance of a mechanical breakdown and such maintenance issue shall be resolved in a timely manner.

10. Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot.

11. Rubbish and Trash. No Lot shall be used in whole or in part for the storage of rubbish or trash 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 or the occupants surrounding the property.

Rubbish, trash, garbage, and other waste shall be kept in clean, sanitary containers.

12. Fencing. No fencing shall be permitted from the front edge of the residence to any portion of the front of the Lot. No fencing shall be greater than six (6) feet in height from the natural grade of the Lot, and all fencing shall be constructed of quality materials and be compatible in appearance with the residence and surrounding area.

13. Swimming Pools. All swimming pools shall be placed in the rear yard of the residence and shall be within an enclosed, fenced, area.

14. Signs. No advertising signs of any character shall be erected or placed on any Lot, with the exception of: one sign, advertising the property for sale, which sign shall not be larger than five (5) square feet; or signs of any size up to four feet by eight feet (4' x 8') used by a builder to advertise during the construction and sales period of a residence; or a sign of any size used by the Developer to advertise the Subdivision on the Lots in the Subdivision.

The purchaser of Lot 1 in the Subdivision hereby acknowledges and agrees that the Developer has erected a permanent brick and concrete sign on Lot 1 for the purpose of advertising the Subdivision and the Owner of Lot 1 hereby agrees to keep this sign free from damage and to maintain its appearance by mowing and weed eating, etc. at regular intervals, in order to keep the sign visible from the County Road and the Subdivision street, and to maintain it's acceptable and reasonable appearance.

15. Pets/Animals. No domestic or wild animals, livestock, or fowl, shall be permitted on any Lot, except that a Lot Owner may own not more than two (2) dogs and/or two (2)

**cats. No pit bulls, Doberman pinschers or rottweilers shall be allowed. Animals shall not be allowed to make an unreasonable amount of noise or become a nuisance.**

**Dog kennels or other outside pet housing structures shall be permitted in the side or rear yards only. No dogs shall be permitted to run unsupervised on any Lot when outside a residence unless they are in an enclosed fenced area. Animals shall not be tied or tethered on any Lot by rope, chain or other like device.**

**16. Previously Erected Buildings. No building previously erected elsewhere shall be moved onto any Lot.**

**17. Drainage. No Lot owner shall alter in any way, by fill or cut, or construction, any natural drainage ditch or channel.**

**18. Satellite Dishes, Antennae, and Outdoor Lights. Exterior lighting and antennae which are attached to a supporting post or pole shall not exceed eight (8) feet above the grade of the area around the post/pole. One television, internet, cable dish, or the like, not exceeding twenty-four (24) inches in diameter and of a neutral color may be attached to the residence, but the top of the dish shall not exceed the height of the nearest roof peak.**

**19. Recreation/Play Equipment. Swing sets, jungle gyms, trampolines, large plastic toys, and similar outdoor play equipment, shall be placed only in a rear or side yard.**

**20. Leasing/Renting. No residence may be leased or rented.**

**21. Appearance. All buildings on a Lot must be kept up in appearance and repair by the owner. Any damage caused by casualty or through wear and tear will be promptly restored to a neat and exterior appearance.**

**22. State and Local Building Laws. All buildings shall comply with State of Wisconsin, Town of Gale, and Trempealeau County requirements.**

**23. Amendment of Restrictions. These covenants and restrictions may be amended, altered or rescinded only after all Lots have been sold by the Developer and only by an affirmative vote of at least eighty percent (80%) of the Lot owners, with each Lot having a single vote and a multi-Lot owner's provision of only one vote as described in Section 1, above.**

**24. These covenants shall stay with the land and shall be binding on all owners, successors, heirs, and/or assigns. They are put into effect for the mutual benefit of all Lot owners. The Trempealeau County Ordinances shall control any conflict they may have with these covenants and restrictions.**

IN WITNESS THEREOF, Developer has caused this declaration to be duly executed as of this 14th day of November, 2020.

WISCONSIN REAL ESTATE DEVELOPMENT, LLC

By: _____
Doug White, Managing Member

STATE OF LOUISIANA)
) ss
FRANKLIN PARISH)

Personally came before me this 14th day of November, 2020, the above-named Doug White to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Bryan A. Morgan, Notary Public
Franklin Parish, Louisiana
My Commission is permanent.