Document Number

RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

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Name and Return Address

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RE4080

This 2022 Restated Declaration of Covenants and Restrictions for Valley View Subdivision and Additions Thereto, Crawford County, State of Wisconsin is made this 15th day of September, 2022.

Furthermore, this restated declaration of covenants declares that all of the real property in the development now owned and hereafter acquired, is and shall be held, conveyed, and occupied subject to the covenants, restrictions, changes, and liens set forth in this Declaration.

Property within the boundaries of the plat of Valley View Subdivision to the Village of Soldiers Grove, Crawford County, Wisconsin, hereby makes the following declaration of limitations, restrictions, and use of the land within said plat for the benefit of present and future owners of parcels in said plat, and expressly hereby specifies that the declaration covenants running with the land, binding on all future owners and on all parties and persons claiming under them.

Valley View Subdivision is subject to a 2019 Declaration of Covenants and Restrictions for Valley View Subdivision and Additions Thereto, Crawford County, State of Wisconsin recorded in the Register of Deeds for Crawford County, Wisconsin, Document No 345541, on the 21st day of June, 2021 by MHRH Investments, LLC.

Valley View Subdivision is located within the following description:
Located in the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 32, Township 11 North, Range 3 West, and specifically lots 1 through 7, Valley View Subdivision, Village of Soldiers Grove, Crawford County, Wisconsin.

WHEREAS, the Declarants desire to provide for the preservation of the values and amenities of Subject Property and, to this end, desires to subject aforesaid Subject Property to the covenants, conditions, restrictions and changes hereinafter set forth; each and all of which is and are for the benefit of Subject Property as a whole and all owner(s) of any part thereof.

In accordance with Article 24 in the 6/21/2021 stated covenant, two-thirds of the required vote holding lot owners wish to amend, modify and restate the Declaration as hereinafter set forth by [illegible] effective upon being recorded in the Office of the Register of Deeds for Crawford County, Wisconsin, and shall replace the Declaration.

NOW, THEREFORE, this 2022 Restated Declaration is adopted, executed, and recorded to [illegible]

This Declaration does hereby give notice to all purchaser(s) and their successor(s) of any portion of Subject Property hereinbefore described and whomsoever it may concern that Subject Property is, and each and every conveyance or any portion of Subject Property will be subject to the following covenants, conditions, restrictions and charges which will inure to the benefit of and pass

ARTICLE III
TYPE OF MATERIALS

All structures erected shall be of new construction and shall be completed within one year after commencement of construction. Building exterior must be a brick, stone, cement, metal, wood or maintenance free siding (example: steel, vinyl or aluminum) and such exterior must be suitably finished.

ARTICLE IV
GARBAGE AND REFUSE DISPOSAL

No lots shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on subject property, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state and/or other regulations.

ARTICLE V
BUILDING LOCATION

All buildings shall be located on their respective lots in accordance with the applicable state, county, or township regulations, ordinances or laws which shall supersede any provisions contained herein.

A 75-foot setback from the Ordinary Highwater mark is required for all structures. (The actual setback may exceed 75 feet since new construction is not permitted within the 100-year flood boundary.) In addition, no building or other structure permitted under the terms of this agreement shall be located closer than 30 feet from the right of way or 63 feet from the center line, whichever is greater, of a public road, and 10 feet from the side yard.

Satellite dishes are considered permanent structures and must meet step back regulations.

ARTICLE VI
TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by or against any owner(s) of land included in Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in full force and effect until and unless an instrument signed by the majority of then owners of Subject Property has been recorded, agreeing to change said covenants in whole or in part.

If any lot owner or person(s) in possession of any of said lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning any real estate situated in the Subject Property and/or the town of Soldiers Grove to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him/her or them from so doing or to recover damages from such violations. Failure by any land owner or Town of Soldiers Grove to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

ARTICLE VII
SEVERABILITY

The invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE VIII
AMENDMENTS

These restrictions may be amended only by a two-thirds vote of lot owners, the owner or owners of each lot to have one (1) vote per lot.

Duane Lottig
Owners of Lots 1, 2, 4 and 5

Margot Lottig

ACKNOWLEDGMENT

State of Wisconsin
County of Vernon

Personally came before me this 15th day of September, 2022, the above-named Duane Lottig and Margot Lottig, to me known to be the persons who executed the foregoing and acknowledged the same.

NOTARY SIGNATURE

Jacob J. Menn
NOTARY PRINTED NAME
Notary Public, State of Wisconsin.
My Commission ~~expires.~~ is Permanent

JACOB J. MENN NOTARY PUBLIC STATE OF WISCONSIN

Don Nihles
Owners of Lot 3

Karen Nihles

ACKNOWLEDGMENT

State of Wisconsin
County of Vernon

Personally came before me this 30th day of September, 2022, the above-named Don Nihles and Karen Nihles, to me known to be the persons who executed the foregoing and acknowledged the same.

NOTARY SIGNATURE

NOTARY PRINTED NAME
Notary Public, State of Wisconsin.
My Commission expires: 5/15/2024

JANET BRADLEY
NOTARY
PUBLIC
STATE OF WISCONSIN

Subject Property, and each and every parcel thereof, and shall apply to and bind each successor interest, and any land owner thereof.

ARTICLE I
GENERAL PURPOSE

The purpose of the Declaration is to insure the best use and most appropriate development and improvement of the Subject Property against such use of surrounding property; to protect owner(s) of Subject Property against such use of surrounding property as well as detract from the value of their property; to preserve, so far as practicable, the natural beauty of Subject Property; to ensure the highest and best development of Subject Property; to encourage and secure erections of attractive structures thereon, with appropriate locations thereof on each parcel; to prevent inharmonious improvement of Subject Property, and thereby to preserve and enhance the value of investments made by purchaser(s) of Subject Property therein.

ARTICLE II
USE OF LAND

All terms, regulations and conditions of any applicable township, county or state zoning or subdivision ordinances, statute or regulations shall be and remain in full effect and supersede any and all conflicting statements contained herein, if more restrictive than such statements.

Each lot of the subject property may be improved only with one single family dwelling and up to but not exceeding 3 accessory structures. Total structure not to exceed 25% of total continuous lot square footage. Definition of accessory structures: detached garage, storage shed, chicken coop, greenhouse. The principal building shall be at least 1000 square feet in size. All buildings shall not exceed 35' in height to the roof ridge as measured from grade. All homes must be on a permanent foundation such as a floating slab, frost wall or full basement.

No noxious or offensive trade or activity shall be carried out upon the Subject Property, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

No mobile homes, no campers used as a permanent dwelling, no junk cars or shacks shall be permitted on Subject Property, nor shall any structures of a temporary character be used as a residence. Modular homes and manufactured homes delivered to the site with a minimum of 20 feet in width shall be permitted.

No on-site unhoused storage will be allowed for excess material and infrequently used vehicles. (Definition of infrequently: vehicles used less than once every nine-month period of each year.)

Storage of snowmobiles, boats, trailers, campers, golf carts, or other seasonal items frequently used (definition of frequently: those items used more than once every nine-month period of each year.) will be allowed, provided they are not kept closer than 30 feet from the right of way line or 63 feet from the center line, whichever is greater, of any public road and 10 feet from any property line.

Animals (no more than 2 dogs or 3 cats in total, up to 4 chickens (with no crowing roosters)) will be permitted and shall be restrained so as to avoid becoming an annoyance or nuisance to the neighborhood and shall be in accordance with any other applicable ordinance.

All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

The owners of all occupied parcels of land and vacant lots within the Valley View Subdivision shall maintain their lawn areas and exteriors of the buildings in an acceptable manner in order to permit the area to remain substantially unoffensive to the view of other property owners in the subdivision and members of the general public. Such lots shall be maintained by their owners so as to remain free of noxious weeds and plants and with the grasses remain trimmed in a manner compatible with the ordinances of the Village of Soldiers Grove.

No property owner(s) shall alter in anyway, by fill or cut, any natural or preconstructed drainage ditch, culvert or channel without the written consent of the adjoining lot owner(s).