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Declaration of Restrictions and
Covenants on
Windmill Ridge Development

Document Number

Document Title

CSM 2197, Vol. 7, pg. 163
 CSM 2198, Vol. 7, pg. 165
 CSM 2199, Vol. 7, pg. 167
 CSM 2200, Vol. 7, pg. 169
 CSM 2201, Vol. 7, pg. 171
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 CSM 2208, Vol. 7, pg. 186
 CSM 2209, Vol. 7, pg. 188
 CSM 2210, Vol. 7, pg. 190
 CSM 2211, Vol. 7, pg. 192

* See attached for complete legal description.

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 REGISTER OF DEEDS OFFICE
 GREEN COUNTY WISCONSIN } SS

RECORDED April 23, 1997
 10:45A M. VOL 556 PAGE 5
 MARILYN NEUBISCHMANN REGISTER-SS
 Pd \$20.00

Recording Area

Name and Return Address

Tom Vale
 P.O. Box 737
 Monroe, WI 53566

23-24.71.0

Parcel Identification Number (PIN)

VOL 556 PAGE 5

**Declaration of Restrictions and Covenants
on Windmill Ridge Development**

Whereas, the Duane Pope and Carolyn Sue Pope Joint Revocable Trust is the owner of all of the following described property located in the Town of New Glarus, Green County, Wisconsin; said lands being all of Windmill Ridge Development:

- ★ All lands contained in Certified Survey Maps numbered 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, except Lot 34, 2207, 2208, except Lot 38, 2209, 2210 and 2211, except Lot 49, all recorded in the office of the Register of Deeds for Green County, Wisconsin, on November 21, 1996.

And Whereas, it is their desire and intention to sell the lots in said development and to impose on these lots mutual, beneficial restrictions under a general plan for improvement for the benefit of all the land in said development and the future owners of those lands;

Now, Therefore, the owners declare that all of the property in said development as described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared to be in furtherance of a plan for the improvement and sale of the lots in said development and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions, and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interests in said lands or any part hereof.

Terms. These covenants are to run with the land and shall be binding upon all parties owning any interest therein, and all persons claiming under them for a period of twenty-five years, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by owners of three-fourths of the development has been recorded, agreeing to change said covenants in whole or in part. None of the lots of the development shall, at any time, be subdivided, nor sold except as a whole.

Easements. The premises of each lot shall be subject to easements, as shown on the above-mentioned Certified Survey Maps, for the purpose of constructing and maintaining lines for electricity, telephones, gas and natural drainage. It is intended for all easements to be underground, and such easements may later be granted, in whole or in part, to various utility companies or township, village, city or county governments for the benefit of surrounding parcels, or an individual parcel, as may be necessary.

Private Utilities. No individual water supply system or sewage disposal system shall be permitted on the parcel unless such system is constructed, located and equipped in accordance with standards and requirements which meet or exceed state or county health laws pertaining thereto. No outside toilet shall be permitted on any lot at any time.

All electrical utilities shall be placed underground whether in a public area or on a private lot, and no utility poles shall be placed on any lot.

Land Use. The premises of each lot is to be utilized for single family residential purposes only, except for home occupations and professional office as may be defined in present or future zoning ordinances of Green County (see Green County Ordinance Section 4-3-1: A 11), except that under no condition and at no time shall any of the property be used for commercial, industrial or institutional use.

No sod, soil, sand, gravel or timber shall be removed or sold commercially from the parcel, except for the purposes of construction or alteration of a residence or outbuilding on the premises, or access road thereto.

The parcel shall not be used or maintained as a landfill, dumping ground for rubbish, trash or other waste.

No noxious or offensive activities shall be carried on upon the premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. It shall be a violation of these covenants, limitations and restrictions to permit wrecked or abandoned cars to remain upon the premises.

Windmill Ridge Development Committee.

1. The owners who execute this declaration shall establish a three person committee made up of persons who have an ownership interest in at least one development lot to be known as the Windmill Ridge Development Review Committee. If there shall be a vacancy on the committee, the remaining members or member of that committee shall have full authority to act until the vacancy is filled. Action of the committee shall be by a majority vote. The Windmill Ridge Development Review Committee shall exercise its powers herein in accordance with the following purposes and standards:

- a. To assure the most appropriate development and improvement of the development.
- b. To protect each owner of a lot against improper uses by any other owner or owners of a lot or lots
- c. To preserve so far as practicable the initial beauty of the development.
- d. To guard against the erection thereon of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material.
- e. To encourage and secure the erection thereon of attractive, adequate sized single family homes, which conform and harmonize in external design with other structures to be built in the development which are properly located upon the lot in accordance with its topography and finished grade elevation.
- f. To provide for high quality improvements which will protect the investments made by purchasers of such lots.

2. No structure shall be erected, moved, placed or altered upon any land in the development until the Windmill Ridge Development Review Committee or its designee shall in the light of the purposes and standards of this section approve the exterior design and the materials of such structure, and approve a plot plan showing the location of the structure, together with the finished grade level. A copy of such plans and specifications, together with a plot plan, shall be furnished by the owner for filing with the committee without charge or expense to the committee. All approvals of design, plan and location of buildings and structure shall be in writing, signed by the committee or its designee.

3. The Windmill Ridge Development Review Committee or its designee may approve one utility shed (such as a home workshop, small barn or pole shed), or a detached garage on a particular lot if it finds that such structure will not impair the harmony of external design with existing nearby structures, and will not adversely affect neighboring property values.

4. The Windmill Ridge Development Review Committee may, whenever such action is rendered necessary by a change in the house building art or a change in the public health standards for adequate housing, or for other reasons consistent with the objectives of the control of the size or structures, authorize a variance from the requirements from minimum ground floor area where the plans and specifications assure a high quality house in harmony with the external designs of other houses in the neighborhood.

Initial Windmill Ridge Development Review Committee. The owner hereof, hereby establishes the Windmill Ridge Development Review Committee provided for above, to be composed of Duane Pope, New Glarus, Wisconsin, and two additional lot owners. Duane Pope shall solicit the additional members as the lots are sold. In the event of the death, resignation or disqualification of any member of the committee, the remaining member or members shall have full authority to designate a successor. The members of the committee shall not be entitled to any compensation for services performed pursuant to this declaration. At any time, the record owners of three-fourths of the lots shall have the power through a duly recorded written instrument to change the membership of the committee and to change its powers and duties.

Building Size. No residential structure shall be erected on any building site which building has a ground area of the main structure, exclusive of one story open porches and garages, of less than the following minimum for the following types of buildings:

For 1 and 1½ story dwellings	1,400 square feet
For 2 story dwellings	1,000 square feet (on first floor)

Building Location.

1. The location of each building and structure in the development is subject to the prior approval of the Windmill Ridge Development Review Committee. Specific setbacks for lots shall be as follows:

a. All lots will have a standard 30 foot setback from the front property line for building homes, with the following exceptions:

With approval of the review committee, Lots 1, 2, 3, 4, 5, 6, 7, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 49 may be built further back on the lot.

Building setback lines for Lots 35, 36, 37, 39, 40, 41, 42, 43 and 44 are shown on the certified survey maps and shall be followed as shown on the maps.

Any house on Lot 45 shall have a 30 foot standard setback, but shall also be subject to placement locations as outlined in deed restrictions on the deed for that lot.

2. Eaves, steps and open porches shall not be considered as a part of the building for the purposes of this covenant; provided, however, that this shall not be construed so as to permit any portion of a building on one lot to encroach on another lot.

Fences. Any fences between lots shall be approved by the review committee and shall not be of unreasonable height that would restrict the view of any lot owners and all fences shall be constructed in a fashion that is aesthetically pleasing and in keeping with the intent to have an attractive development. Lot lines adjoining neighboring farmland are subject to state and local regulations concerning the maintenance of farm boundary fences as provided by law.

Temporary Structure/Mobile Homes/Component or Prefabricated Homes.

1. No mobile home, double-wide home, modular mobile home, or any type of "temporary" dwelling shall be placed on the premises. The dwelling must be constructed to generally meet and conform to all applicable building codes in effect at the time of construction.

2. No travel trailer, tent, pickup truck camper, basement utility building or garage may be used as a residence on the parcel.

3. Prefabricated homes which are either partially or completely assembled off site, may, but do not have to be approved, at the discretion of the review committee after considerations of carrying out the purposes of enhancing and improving the value of all property in the development.

Change in Terms of Restrictions. The terms of these restrictions and covenants may only be changed by written, recorded agreement between all of the owners of all lots in the development.

Nuisances. No profession or trade nor any noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance in the neighborhood.

Livestock, Poultry and Pets. Any owner of a lot may keep up to two dogs and two cats as pets. In addition, a lot owner may keep no more than one head of livestock per acre or partial acre owned. For example, an owner of a 2.5 acre lot could keep three head of livestock.

Livestock shall be defined as animals ordinarily produced in farming operations, including, but not limited to, cattle, horses, sheep, goats, swine and poultry. Exotic animals such as llamas, bison and elk may be kept only with the approval of the review committee after consideration of any added risk or danger posed by such livestock and the need for any fences or buildings that may be needed to keep such livestock. All outbuildings used to house livestock must be approved in compliance with the rules stated herein.

Enforcement. These covenants and restrictions may be enforced by any lot owner or by the Windmill Ridge Development Review Committee by proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain the violation and/or to recover damages. The person violating those restrictions shall pay the reasonable costs, including attorneys fees, of enforcement.

Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. All of the restrictions herein contained are severable and divisible, and any restriction which is found to be unenforceable, invalid, illegal or unconstitutional shall not affect any of the other restrictions herein.

In Witness Whereof, the said parties to this declaration have hereunto set their hands and seals this 7th day of April, 1997.

Duane Pope, Trustee
Duane Pope, Trustee

Carolyn Sue Pope, Trustee
Carolyn Sue Pope, Trustee

Subscribed and sworn to before me
this 7th day of April, 1997.

Valerie L. Brown
Notary Public, State of Wisconsin
My Commission: Aug. 8, 1999

This instrument was drafted by Thomas J. Vale, Duxstad, Vale, Bestul & Gartzke, S.C., 1112 17th Avenue, P.O. Box 737, Monroe, WI 53566. Telephone: 608/325-4924.

Fill in Document with black ink only.
**PRIVATE SEWAGE SYSTEM MAINTENANCE
AGREEMENT COVENANT**

VOL 0906 PAGE 0632

This covenant is between Corey Pope
Print name of property owner(s)

DOCUMENT # 469939

Recorded
FEB. 03, 2005 AT 10:10AM
CYNTHIA A MEUDT
REGISTER OF DEEDS
GREEN COUNTY, WISCONSIN
Fee Amount: \$11.00

and the County of Green regarding the installation, maintenance and inspection of a private sewage system on lands located in Green County.

Fill in the information for the land description of your property:

Town of: New Glarus Lot #: 28 CSM #: 2204 Vol: 7 Pg: 177
(Vol. & Pg. of the CSM only)

Unplatted: 1/4 1/4 Section: T N R E
Green County, Wisconsin

Subdivision Name: Windmill Ridge
Subdivision Lot #: 28

Record this document with the Register of Deeds

Name and Return Address

Nathan Norder
Box #2
Browntown Wis 53522

☐ If checked here description is continued on additional attached sheet.

Tax Parcel # 23-034-18.0920

As owner, I (we) do hereby certify the private sewage system will be installed in accordance with the certified soil tester's report and sanitary permit to be issued by the Green County Zoning and Land Use Office. The system will be operated in such a manner as to meet the designed plans.

I (we) agree to maintain said private sewage system in accordance with rules established in the State Statutes, Wisconsin Administrative Code and Green County Ordinance, as from time to time amended, and further agree to have said septic tank inspected and pumped and the soil absorpt on system inspected according to the approved management plan submitted with the sanitary permit application to the Green County Zoning and Land Use Office.

I (we) agree to submit to the Green County Zoning and Land Use Office the proper certification forms (to be provided by the county) which are signed by a qualified individual who holds a current state license as established in Green County Ordinance, at the completion of each inspection, maintenance or servicing event specified in the approved management plan. The form shall require certification of the requirements of applicable state and county codes, and be submitted at the intervals specified, with any fees, if required.

I (we) agree when upon inspection of the private sewage system any part of the system that is found to be defective in conformance with State or Green County codes, the installation or modification plan, or the approvals, the part shall be repaired, renovated, replaced or removed by a qualified individual who holds a current state license established in Green County Ordinance.

I (we) further acknowledge that this agreement is binding on all heirs and assignees of this property, and that failure to comply with this agreement will result in legal enforcement action for compliance.

Dated this 2nd Day of February, 2005

Corey Pope
Owner Signature

Owner Signature

Corey Pope
Print Name

Print Name

NOTARY
SEAL

The above named person(s) came before me this 2nd day of February, 2005

Signature Merida Baker
Notary

Print Name MERIDA BAKER

My Commission Expires 12-17-06

FORM DRAFTED BY:

Nathan Norder

Print Name:

Nathan Norder