WISCONSIN REALTORS® ASSOCIATION 4801 Forest Run Road

Madison, Wisconsin 53704

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE R	EAL PROPERTY LOCATED AT Lot	3 Deerfield Dr. (CSM
2427 (V8-P161) Lot 3)	IN THE	Sylvester
(CITY) (VILLAGE) (TOWN) OF	Sylvester	, COUNTY OF
Green	STATE OF WISCON	ISIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF <u>October</u> (MONTH) <u>16th</u> (DAY), <u>2024</u> (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

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B. ENVIRONMENTAL

- B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property?
- B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property?
- B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?
- B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems?
- B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?
- B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program?
- B7. Explanation of "yes" responses _____

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protections may require the closure or removal of unused tanks.)
- C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.
- C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations?
- C4. Are you aware of a joint well serving this property?
- C5. Are you aware of a defect relating to a joint well serving this property?
- C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?
- C7. Explanation of "yes" responses _



YES NO N/A





D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

- D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?
- D2. Are you aware of pending special assessments?
- D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?
- D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?
- D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?
- D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?
- D7. Explanation of "yes" responses _

	E. LAND USE	YES	ŅO	N/A
E1.	Are you aware of the property being part of or subject to any subdivision homeowners' associations, or other homeowners' associations?		S.	
E2.	If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?		A	
E3.	Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area under local, state or federal law?		X	
E4. E5.	Are you aware of any zoning code violations with respect to the property? Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.		x X	
E6.	Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.			
E7. E8.	Are you aware of restrictive covenants or deed restrictions on the property? Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?	X	X	
E8a.	Are you aware of any private road agreements or shared driveway agreements relating to the property?		X	
E9.	Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?			
E10.	The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit <u>https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx</u> or (608)			
	266-2486. a. Are you aware of all or part of the property having been assessed as agricultural	X		
	land under Wis. Stat. s. 70.32 (2r) (use value assessment)? b. Are you aware of the property having been assessed a use-value assessment		X	

b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))

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Flores - Lot 3

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N/A

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c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))

Is all or part of the property subject to or in violation of a farmland preservation E11 agreement?

Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit

https://datcp.wi.gov/Pages/Programs Services/FPAgreements.aspx for more information. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, E12. Managed Forest Law, the Conservation Reserve Program, or a comparable program?

- Are you aware of a dam that is totally or partially located on the property or that an E13. ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)
- Are you aware of boundary or lot line disputes, encroachments, or encumbrances E14 (including a joint driveway) affecting the property? Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.
- E15. Are you aware there is not legal access to the property?
- E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.
- Are you aware of a written agreement affecting riparian rights related to the property? E17.
- Are you aware that the property abuts the bed of a navigable waterway that is owned by E18. a hydroelectric operator? Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may

be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.

- E19. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).
- Are you aware of archeological artifacts, mineral rights, orchards, or endangered species E20. on the property?
- Are you aware of existing or abandoned manure storage facilities located on the E21. property?
- Are you aware that all or part of the property is enrolled in the managed forest land E22. program?

The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html.

withdrawn from the program and may result in the assessment of penalties. For more		A12 1147 (20
information, call your local DNR forester or visit http://dnr.wi.gov/topic/forestry.html.	Can	the loop
E23. Explanation of "yes" responses 57 Hoperty is in Greenbush Esters	xe	NACALER
information, call your local DNR forester or visit <u>http://dnr.wi.gov/topic/forestrv.html</u> . E23. Explanation of "yes" responses <u>E2 Hopenty is in Grandwish Estates</u> restrictions and Covenants		

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F. ADDITIONAL INFORMATION

- F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property?
- F1a. Are you aware if there is internet service available to property? If so, which provider?
- F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property?
- F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide?
- F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property?
- F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dving trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?
- F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.) a. Electricity south last comer of Lot

- b. Municipal water
- c. Telephone
- d. Cable television_____
- e. Natural gas
- f. Municipal sewer
- F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?
- F7a. Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?
- F8. Are you aware of other defects affecting the property? Other defects may include items such as animal, reptile, or insect infestation, including infestation impacting trees; drainage easement or grading problems; excessive sliding; o any other defect or material condition.
- F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?
- F10. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.

The owner has owned the property for less than years. F11.

F12. Explanation of "yes" responses

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at http://www.doc.wi.gov or by phone at 608-240-5830.

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OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner 1/2 FC	Date 0-/4-24
Owner Bitty	Date 10 10 24
Owner	Date

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person	Items	Date	
Person	Items	Date	
Person	Items	Date	

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer	Date
Prospective buyer	Date
Prospective buyer	Date

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

382717

DECLARATION OF GREENBUSH ESTATES RESTRICTIONS AND COVENANTS

Larry E. Steinmann and Noreen J. Steinmann, being the owners of Lots 1-14 of Greenbush Estates situated in the Township of Sylvester, Green County, Wisconsin (herein referred to as "Greenbush Estates" and identified in the legal description and survey attached hereto), have established a general plan for the improvement and development of Greenbush Estates, and do hereby declare and establish these covenants,

U REGISTER OF DEEDS OFFICE CREEN COUNTY WISCONSIN RECORDEDTNarc Return to: Gregory E. Knoke 23-28-302.0 (PIN)

restrictions, reservations and conditions upon which, and subject to which, Lots 1-14 of **Greenbush Estates** shall be improved, developed and conveyed by seller as the owner thereof as the owner thereof and each and every one of these covenants, conditions, reservations and restrictions is, and all are for, the benefit of each owner of Lots 1-14 of **Greenbush Estates**, or any interest therein, and shall inure to and pass with each and every lot and shall bind each and every successor in interest of the seller. These covenants, conditions, reservations and restrictions are imposed upon said lots, all of which are construed as restrictive covenants, running with the title to the land and each and every part thereof and interest therein.

1. TERMS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under

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them for a period of thirty (30) years after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots within **Greenbush Estates** has been recorded agreeing to change said covenants, in whole or in part. The said lot or lots herein above-described shall not at any time be subdivided nor sold except as a whole after the original sale by the seller.

2. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. 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.

4. LAND USE AND BUILDING TYPE: No lot shall be used except for single-family residential purposes and no store, shop, tavern, old people's home, professional services or other business or enterprise shall be conducted or erected thereupon.

No single-family dwellings shall be erected, altered, placed or permitted to remain on any lot other than a dwelling not to exceed two and a half stories in height and a basement garage or attached garage with stalls and doors for not more than four

vehicles. No detached garages or outbuildings shall be permitted unless approved by the Architectural Control Committee as hereinafter provided. Mobile and trailer homes are prohibited.

5. DWELLING SIZE: The ground floor area of any dwelling, exclusive of one-story open porches and attached garages, shall not be less than 1,700 sq. ft. for a one-story dwelling or less than 1,000 sq. ft. for the ground level floor for a dwelling of more than one story; provided, however, that any dwelling which has a basement garage, the first floor area above the basement walls shall not be less than 1,800 sq. ft. All dwellings must have at least a 2-car garage.

6. ARCHITECTURAL CONTROL: No outbuilding or detached structure of any kind shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the locations of the structure have been approved by the Architectural Control Committee as to conformity with these restrictions and covenants, quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

No fence or wall shall be erected, placed or altered on any lot nearer to any roadway than the front site line of the house thereon unless approved by said committee.

No gas tanks shall be located on any lot for the purpose of fueling vehicles except for small portable containers for lawn mower and other small equipment. Any outside fuel tanks are only allowed for purposes of heating a dwelling on any lot and such tanks shall be enclosed by a screening type structure of the same

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color of the residence on the lot or shall be screened by shrubbery that is ever bearing in nature and of a size and configuration that will attractively mask any such tank.

All wires and cables leading to any lot shall be properly buried. All wires or cables within a lot shall also be buried so that there are no overhead wires or cables of any type or nature on any lot or within **Greenbush Estates**.

No metal or wire boundary fencing shall be permitted. No fencing or walls shall be erected, placed or altered on any lot until a written plan for such erection, placement or alternation is first submitted and approved by the Architectural Control Committee.

7. BUILDING LOCATION - SETBACK: Minimum setbacks for the location of all buildings, including outbuildings, within Greenbush Estates shall be as follows:

Front yard - 150 ft. minimum from the centerline of the subdivision road running along the front of any lot;

<u>Side yard</u> - 75 ft. minimum from the side and rear boundaries of any lot.

No buildings shall be located on any lot except in conformity with these restrictive covenants and all applicable state, county and other municipal rules, regulations and ordinances pertaining thereto.

8. EASEMENTS: Each lot within Greenbush Estates is, and shall continue to be, subject to installation and maintenance of utilities with said utilities to be installed underground in accordance with the judgment of the utility company doing the

installation. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easements will apply to each lot and all improvements on each lot shall be maintained continuously by the owner of said lot except for the improvements for which a public authority or utility company is responsible.

9. NUISANCES: No 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 to the neighborhood.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and then only on a temporary basis. All such containers shall be stored inside the garage or other portion of the dwelling and shall be hauled out on a regular basis to the facility provided by Sylvester Township or some other lawful refuse disposal point.

11. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent or sign used by a building or to advertise the property during the construction and sales period. Notwithstanding the foregoing restriction, a small sign may be placed above or below the mail box indicating the name of the occupant of the homesite.

12. TRESPASS: No owners or occupants of any homesite, nor their children, guests nor agents shall be permitted to enter

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upon any of the other Greenbush Estates homesites other than their own without the specific consent of the owner thereof. This provision relates to the vacant homesites still owned by the seller as well as those purchased by other owners. This provision against trespassing shall likewise apply to the use of property owned by other for storage of personal property, dumping of trash or any other use unauthorized by the owner of the property so used.

13. CONSERVATION AREA: No hunting or shooting (including air pistols, BB guns or bows and arrows), shall be permitted in Greenbush Estates.

14. DRIVEWAY: A hard surfaced driveway shall be completed by the lot owner within three (3) years of the erection of an improvement on a lot at owner's expense. Each homesite shall have its own driveway - there shall be no shared driveways.

15. I.IGHTING: A tasteful yard light with photo-cell shall be installed in the front yard of each lot during the improvement's construction by each owner and shall be located on the front set-back line in the direction in which the improvement faces.

16. RECREATIONAL VEHICLES: Motorcycles, motorbikes, mini-bikes and other recreational vehicles shall be permitted to be operated within Greenbush Estates only if they are adequately muffled in such a manner as to produce no more sound than an automobile and said vehicle shall be operated on the roadways for travel to and from a residence only (in other words, no such vehicles shall be operated on any lot or adjoining lot within

Greenbush Estates). Snowmobiles may be operated to and from storage on a lot in order to reach and return from commonly snowmobile trails operated outside of Greenbush Estates. Except for the foregoing exceptions, no snowmobiles, mini-bikes or other vehicles shall be used within the non-roadway portions of Greenbush Estates at any time.

17. HOMESITINGS: All structures erected on Greenbush Estates homesites shall be sited in such a manner as to protect the trees, views, natural terrain, as well as the privacy of the homeowner and adjoining homeowners.

18. LANDSCAPING: Each of the lots of the subdivision shall be kept free of refuge and maintained properly at all times. Yard areas, if not mowed, shall be planted in an attractive grass and shall be maintained free of weeds. The growing of alfalfa or other grass-type vegetation on any lot is allowed but shall only occur more than 200 feet from any residence located on any individual lot. Said alfalfa or other hay crop shall be timely harvested and removed from the premises. The lots involving forests may be planted to natural grass or allowed to be wild in the tree areas; however, these tree areas shall be kept free of all weeds and shall be maintained in a tidy condition. Any failure to properly maintain the lots or to keep the weeds removed and areas in grass mowed that require mowing, shall allow the declarant or any of the other lot owners to contract on behalf of the lot owner to have this work done and charge this work to the lot owner. In addition, these charges may be imposed as liens against the lot plus interest at the maximum legal limit

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permitted by law from the date of the performance of services including costs of collection and attorney fees, if any, by recording in the office of the county Register of Deeds a notice of this lien together with the amount of the charges and the description of the lot. Any lien filed under the provisions of this Section shall not affect any lien or conveyance filed previous to said lien but shall be prior to all liens recorded subsequent to said lien. This lien may be enforced by a suit for foreclosure or in any other manner as authorized by law or equity. No trees shall be removed except to control diseases or to provide minimum space essential for erecting of residence.

19. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No pet shall be allowed to run at large and the owner of any household pet shall ensure that neither the noise nor the odor of any pet shall constitute a nuisance to the other owners of property in Greenbush Estates. The household pets allowed by this provision shall, at all times, be under the control of a responsible individual when outside the owner's residence. Dogs, cats or other household pets may be housed outside the owner's residence in a area confined to the rear of the residence and located in a fashion so as not to be visible to people approaching other adjoining residences from the public road access. This may be accomplished by appropriate shrubbery screening or fencing as described in paragraph 6 on page 4 with regard to screening for

fuel tanks. The structure shall be no closer to the lot line than any other structure as outlined in paragraph 7 herein. In the event such pets constitute a nuisance by excessive barking or other noises or odors, such conditions shall be immediately corrected.

20. VEHICLES: No vehicles (campers, boats, trailers, motorcycles, 3-wheelers or any other type of power-driven machines or any type of a wheeled item which may be towed by such power-driven machine) shall be kept on any lot at any time unless there is sufficient garage space to house the same and unless said power-driven vehicles or towed trailers or implements are in an operable condition. No such vehicles or trailers shall be assembled, disassembled, repaired or otherwise maintained (other than routine change of oil, filters or belts which shall be accomplished within a 24-hour period of time and shall be undertaken within the garage space).

All such vehicles and towed implements shall be stored inside except during times of usage and brief period of parking (not to exceed a 24-hour period of time). Vehicles or towed items of owner's guests may be allowed to be left out overnight but shall be parked in the owner's driveway.

No vehicles shall be parked on the subdivision roadway leading to any lot except for special occasions where a number of guests are invited to the home of a lot owner and there is insufficient parking in the owner's driveway to accommodate said guests' vehicles.

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21. INSURANCE: Nothing shall be done or kept on a lot which would increase the rate of insurance thereto, and no owner shall permit anything to be done or kept on his lot which would result in the cancellation of insurance on any residence or which would be in violation of any law.

22. ADDITIONAL RESTRICTIONS: Seller reserves the right to impose additional covenants, conditions, restrictions and reservations on any and all homesites owned by him. Such additional restrictions shall not apply to homesites sold by seller previous to imposition of such additional restrictions unless an individual homesite owner consents in writing to subject his property to said additional restrictions.

MEMBERSHIP AND ARCHITECTURAL CONTROL COMMITTEE: The 23. Architectural Control Committee is composed of Larry E. Steinmann, Noreen J. Steinmann and Aaron Steinmann. After two lots within Greenbush Estates have been sold and built on, one of those first two lot owners shall be added to the Architectural Control Committee. The membership on the Architectural Control Committee shall never exceed five in number and the number of members serving on the Architectural Control Committee shall always be an odd number. The majority vote of Architectural Control Committee shall prevail on each issue. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have the full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services

performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

24. OWNERS' OBLIGATION TO REPAIR: Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence as the time of its initial construction, excepting only normal wear and tear.

25. OWNERS' OBLIGATION TO REBUILD: If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within four months after the damage occurs and shall be completed within twelve months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

26. AMENDMENTS: Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of the lot owners. Provided however, declarant retains the right until all of the lots have been sold to change lot lines, set-back lines and side yard lines to meet the construction requirements and needs of each of the improvements as they are constructed all

VI 578 PAGE 575

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for the betterment and enhancement of the subdivision.

27. SUBORDINATION: No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien or any mortgage made in good faith and for value as to the subdivision or any lot therein; provided however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise, this agreement shall be interpreted by the laws of the State of Wisconsin.

28. The foregoing restrictions and covenants replace those deeds and restrictive covenants as set forth in that certain Warranty Deed between Larry E. Steinmann and Noreen J. Steinmann as grantors and Robert E. Pehl and Pamela S. Pehl as grantees dated September 30, 1994, and recorded October 10, 1994, as Doc. No. 354339, in Vol. 506 of Records, P. 675, Office of the Register of Deeds for Green County, Wisconsin, and these covenants and restrictions are signed by said grantees in acknowledgement thereof.

IN WITNESS WHEREOF, the owners, Larry E. Steinmann, and Noreen J. Steinmann, have hereunto set their hands and seals this

___, 1996. dav g AM AUN OSEAL) Stéinmann E. Larry

Noreen J. Steinmann

The undersigned hereby acknowledge the Declaration of Greenbush Estates Restrictions and Covenants herein and agree that said restrictive covenants set forth herein replace the covenants and restrictions referred to in the deed referenced in paragraph 28 herein and the undersigned agree to be bound by the

terms of these restrictive covenants. (SEAL)

(SEAL)

STATE OF WISCONSIN)) ss. COUNTY OF GREEN)

Personally came before me this **28th** day of **May**, 1996, the above-named Larry E. Steinmann and Noreen J. Steinmann, and Robert E. Pehl and Pamela S. Pehl, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

nullice A. Marlene M. Geigel

Notary Public, Wisconsin 7 My commission expires: 7/30/00

Drafted by: Attorney Gregory E. Knoke Monroe, Wisconsin 53566

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Appendix A

The following described real estate situate in the Township of Sylvester, County of Green and State of Wisconsin, towit:

The Southeast Quarter of Section 29, Town 2 North, Range 8 East, of the 4th P.M., Sylvester Township, Green County, Wisconsin,

EXCEPT: Beginning at the South quarter corner of Section 29, aforesaid;

thence North 2°21'34"West along the North-South centerline of said Section 1247.31 feet;

thence North 83°39'46" East 1892.16 feet;

thence North 82°51'38" East 742.16 feet to the East line of said Southeast Quarter;

thence South 2°11'22" East 1548.65 feet to the Southeast corner of said Section;

thence North 89°59'47" West 2624.82 feet to the place of beginning.

Subject to the East 33 feet for road purposes.

The Southeast Quarter of the Northeast Quarter of Section 29, Town 2 North, Range 8 East of the 4th P.M., Sylvester Township, Green County, Wisconsin.

EXCEPT: Commencing at the Northeast (NE) corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 29, Town 2 North, Range 8 East,

thence South on the East line of said section Twenty (20) feet,

thence West on a line parallel with the North line of said quarter quarter section Four Hundred (400) feet,

thence North to a point Four Hundred (400) feet West of the Northeast corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4),

thence East on the quarter quarter section line Four Hundred (400) feet to the point of beginning.

All in Section 29, Town 2 North, Range 8 East, Green County, Wisconsin.

CSM No. 2426, recorded in Vol. 8, P. 160, Doc. No. 381331; CSM No. 2427, recorded in Vol. 8, P. 161, Doc. No. 381332; CSM No. 2428, recorded in Vol. 8, P. 163, Doc. No. 381333; CSM No. 2429, recorded in Vol. 8, P. 165, Doc. No. 381334. Green County Registry, Green County, Wisconsin.



578-579

		VOLIDI6 PAGE0389
		DOCUMENT # 498088
AFFIDAVIT OF ORDIN	ANCE	Recorded
STATE OF WISCONSIN)	JULY 10,2007 AT 11:15AM CYNTHIA A MEUDT REGISTER OF DEEDS
GREEN COUNTY)	GREEN COUNTY, WISCONSIN Fee Amount: \$15.00
		Recording Area
Return to:	Lan	y and Noreen Steinmann Owner Name(s)
Town Clerk Town of Sylvester		
N3671 State Highway 59 Monroe, WI 53566	23 028	302.000 Section 29
		Tax Parcel Numbers

Alice Ladwig swears as follows:

- 1.) I am the Clerk of the Town of Sylvester, Green County, Wisconsin
- 2.) All lands locate within the Town of Sylvester are subject to land division ordinances, as well as, other ordinances enacted by the Town Board of the Town of Sylvester.
- 3.) All persons purchasing land within the Town of Sylvester are on notice as to ordinances pertaining to land use of the Town of Sylvester.
- 4.) A copy of the pertinent ordinance is on file with the Sylvester Town Clerk.
- 5.) Land, described as follows:

SEE ATTACHED

May 15. 2007 Dated

Signed and sworn before me this

,200 7 1.5 day of May

Notary Public, State of Wiseonsin

My commission expires: 5-4-2011

Orafled By: Alice Ladwig, Clerk Town of Sylvester

SEAL

10/16/06

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The following described real estate situate in the Township of Sylvester, County of Green and State of Wisconsin, towit:

The Southeast Quarter of Section 29, Town 2 North, Range 8 East, of the 4th P.M., Sylvester Township, Green County, Wisconsin, EXCEPT: Beginning at the South quarter corner of Section 29,

EXCEPT: Beginning at the South quarter corner of Section 29, aforesaid;

thence North 2°21'34"West along the North-South centerline of said Section 1247.31 feet;

thence North 83°39'46" East 1892.16 feet;

thence North 82°51'38" East 742.16 feet to the East line of said Southeast Quarter;

thence South 2°11'22" East 1548.65 feet to the Southeast corner of said Section;

thence North 89°59'47" West 2624.82 feet to the place of beginning. Subject to the East 33 feet for road purposes.

The Southeast Quarter of the Northeast Quarter of Section 29, Town 2 North, Range 8 East of the 4th P.M., Sylvester Township, Green County, Wisconsin.

EXCEPT: Commencing at the Northeast (NE) corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 29, Town 2 North, Range 8 East,

thence South on the East line of said section Twenty (20) feet,

thence West on a line parallel with the North line of said quarter quarter section Four Hundred (400) feet,

thence North to a point Four Hundred (400) feet West of the Northeast corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), thence East on the quarter quarter section line Four Hundred (400)

feet to the point of beginning. All in Section 29, Town 2 North, Range 8 East, Green County, Wisconsin.

INCLUDING: Lots Seven (7), Eight (8), and Nine (9) of Certified Survey Map No. 2428, as recorded in Volume 8 of Certified Survey Maps of Green County on Pages 163 and 164, at the office of the Register of Deeds for Green County, Wisconsin.

ALSO INCLUDING: Lots Three (3), Four (4), Five (5), and Six (6) of Certified Survey Map No. 2427, as recorded in Volume 8 of Certified Survey Maps of Green County on Pages 161 and 162, at the office of the Register of Deeds for Green County, Wisconsin.

ALSO INCLUDING: Lots One (1) and Two (2) of Certified Survey Map No. 2426, as recorded in Volume 8 of Certified Survey Maps of Green County on Page 160, at the office of the Register of Deeds for Green County, Wisconsin.

ALSO INCLUDING: Lots Five (5) and Six (6) of Certified Survey Map No. 2467, as recorded in Volume 8 of Certified Survey Maps of Green County on Pages 220 and 221, at the office of the Register of Deeds for Green County, Wisconsin.

ALSO INCLUDING: Lots Three (3) and Four (4) of Certified Survey Map No. 2466, as recorded in Volume 8 of Certified Survey Maps of Green County on Pages 218 and 219, at the office of the Register of Deeds for Green County, Wisconsin.

ALSO INCLUDING: Lots One (1) and Two (2) of Certified Survey Map No. 2464, as recorded in Volume 8 of Certified Survey Maps of Green County on Pages 214 and 215, at the office of the Register of Deeds for Green County, Wisconsin.

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Page 2 of 2

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EXCEPT: Lots Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14) of Certified Survey Map No. 2429 as recorded in Volume 8 of Certified Survey Maps of Green County on Pages 165 and 166, at the office of the Register of Deeds for Green County, Wisconsin.

ALSO EXCEPTING: Lot Ten (10) of Certified Survey Map No. 2428, as recorded in Volume 8 of Certified Survey Maps of Green County on Pages 163 and 164, at the office of the Register of Deeds for Green County, Wisconsin.

ALSO EXCEPTING: Lot One (1) of Certified Survey Map No. 1672, as recorded in Volume 5 of Certified Survey Maps of Green County on Page 225, at the office of the Register of Deeds for Green County, Wisconsin.

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. Vi	ol 302 page 400	201024	Town T2N Range	R8E Section	29
•	•		City	······	
Exchange	Monroe		Village		

In consideration of the sum one dollar and other good and valuable considerations, the undersigned, for themsel ves, their heirs, successors and assigns, grant and convey unto the United Telephone Company, its successors, assigns, joint tenants and lessees, and exclusive right of way and easement to place, replace, maintain or remove an underground cable telephone line, including associated appliances such as conduits, marker posts and pressure alarm apparatus, on and through certain lands owned by the grantor s in the Town of Sylvester, Green County, Wisconsin, and described as:

The SE 1/4 and the SE 1/4 of the NE 1/4 of Section 29; all in T2N, R8E.

This grant likewise includes the right of ingress and egress on the lands of the undersigned for the purpose of exercising the rights herein granted; the right to install a gate or to make a temporary opening in any fence on said lands at the point where such fence crosses the route of said telephone line or lines; and the right to cut down and, by continued cutting to control the future growth of all trees and brush which may, in the judgment of the grantee, interfere with the exercise of the rights herein granted.

The rights herein granted may be assigned by the grantee in whole or in part.

The grantor <u>s</u>, for<u>them</u>sel<u>ves</u>, <u>their</u>heirs, successors and assigns, covenant not to erect any structure on said lands that would interfere with the installation, replacement, maintenance or removal hereunder of said telephone line or lines and associated appliances.

The grantee, for itself, its successors and assigns, covenants that it will pay the reasonable value of any crops destroyed and other physical damage done to the property of the grantor <u>s</u>, <u>their</u>heirs, successors and assigns, arising at any time out of the exercise by it of the rights herein granted.

REGISTER OF DEEDS OFFICE)

GREEN COUNTY, WISCONSIN

Received for record, this Lat day of. 6976 at 9:20 o'clock as M. and records

in volume 202 or Beacher on page lease

Au tu

The undersigned further certifies that there (4a) (is not) a mortgage or lien against the above mentioned property, said mortgage or lien being held by

Signed and sealed at	albany Wis this 26 day of augus 76.
그는 일에서는 것 같은 것 같아. 같은 것은 것을 물었다.	이었다. 그는 제품에는 것은 것을 가지 않는다. 것은 것은 것을 가지 않는다. 것은 것은 것은 것은 것을 하는 것은 것을 하는 것은 것을 수 있다. 같은 것은
Witness: Orlin T. J.	Fash Closen Infelson (Seal) Landlord , Clarion Torkelson
	Landlord , Clarion Torkelson
	Wife Gunelda Torkelson (Seal)
	Wife Gunelda Torkelson

Personally appeared before me this 24 STATE OF WISCONSIN 88. day of august . A.D. 19 76 County of Macon alson Chanton and Aunalda - ochel to me known to be the person s who CLIN F.A. executed the instrument on sheet 1 hereof and acknowledged the same. OUBL! int. + Yad Notary Fublic Theen County, Wis. My Commission expires Hovember 19 19 78. Cirisco (I) (We) as mortgagee of the above described property consent to the foregoing grant. Witness:\ (Seal) Mortgagee Name Printed (Seal) Montgagee Name \Printed STATE OF WISCONSIN Personally appeared before me this 88. day of County of A.D. 19 to me known to be the person who executed the foregoing instrument and acknowledged the same. County, Wis. Notary Public My Commission expires 19 . VOL. 302 PAGE 401 257624 SHEET 2 OF 2 SHEETS FORM 59B REVISED 4-56

System The undersigned, for himself, his heir grants unto the United Telephone Company, i tenants and lessees, an exclusive right of y	
grants unto the United Telephone Company, i tenants and lessees, an exclusive right of v	
replace, maintain or remove an underground associated appliances such as conduits, mariapparatus, on and through certain lands own of $\underline{SYLVESTER}$, Nisconsin, and described as:	way and easement to place, cable telephone line, including ker posts and pressure alarm ed by the grantor <u>s</u> in the
The SEt of Section 28, T2N, R8E,	GATEEN COUNTY WISCONSINI

lands of the undersigned for the purpose of granted; the right to install a gate or to fence on said lands at the point where such telephone line or lines; and the right to c ting or by chemical treatment, to control t and brush which may, in the judgment of the exercise of the rights herein granted.	make a temporary opening in any fence crosses the route of sai ut down and, by continued cut- he future growth of all trees
The rights herein granted may be assign a part.	ned by the grantee in whole or
The grantee, for itself, its successor t will pay the reasonable value of any cro lamage done to the property of the grantor <u>s</u> and assigns, arising at any time out of the herein granted.	ps destroyed and other physical , ZMANY heirs, successors

The undersigned further certifies that there (is) (15 not) a mortgage or lien against the above mentioned property, said mortgage or lien being held by <u>CLARION TOAKELSON</u> <u>and GUNELOA</u> <u>TOAKELSON</u> <u>HOLDERS</u> <u>of ALAND</u> CONTRACT

Signed and sealed at GREEN Witness: (Mulener CLARENCE A. KRAMER

لي الاسانية الرواد مستما متدامكر س

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a UST 1973 this 💋 (Seal) 211 VENDOR JAC M. SCHLITTLER ttlen (Seal) 7

WHER (MYATLE M. SCHLITTLER VENDOR

Form 59Al

Sheet 1 of 2 Sheets

VOL 270 - PABE 9

24440 UVOL 270 PAGE 10 Personally appeared before me this 2914 STATE OF WISCONSIN 88. County of GREEN day of August A.D. 1973 JAC M. SCHLITTLER and MYATLE M. SCHLITTLER to me known to be the person, who executed the instrument on sheet 1 hereof and acknowledged the same. alence CLARENCE A P Notary Publ County, Wis. 9 4 1917 . My Commission expires HOLDERS OF & LAND CONTITACT (I) (We) as mortgages of the above described property consent to the foregoing grant. Witness: (Seal) CLARENCE A. KRAMER Mortgegee CLARION TORNELSON Name Printed unella Joy 1011 (Seal) ENDEE GUNELOA TORRELSON Name Printed Personally appeared before me this 22 "" STATE OF WISCONSIN 85. County of GREEN day of AUGUST A.D. 19 73 . CLARION TORKELSON and GUINELDA TORKELSON to me known to be the person s who executed the foregoing instrument and acknowledged the same. Menje OTARI CLARENCE A. KRAMER Notary Public 1. 2. 1. 2. County, Wis. 131 9 4 19 77 My Commission expires an KED STED OF OFSUS OFFICE GREEN COUNTY, WISCONSIN Received for record, this 18 day of Legt A.D.1923 at 3'41 o'clock P. M., and recorded NOL 270 PAGE /0 in volume 270 of leane on page 9 2 Bul SHEET 2 OF 2 SHEETS FORM 59B Register of Deeds REVISED 4-56 Lane 3:00