

**Declaration of Covenants, Conditions and
Restrictions for Certified Survey Map No. 1798**

Document Number

Document Title

Recording Area

Name and Return Address

**Attorney Dean J. Keyes
130 High Street
Mineral Point, Wisconsin 53565**

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

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.

WRDA Rev. 12/22/2010

INFO-PRO® www.infoproforms.com

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR IOWA COUNTY CERTIFIED SURVEY MAP NO. 1798
TOWN OF MINERAL, IOWA COUNTY, WISCONSIN**

WHEREAS, Kurt J. Wedig and Tammy M. Wedig, ("Developer"), whether one or more, the owner of all Lots 1, 2, 3 and 4 of Iowa County Certified Survey Map No. 1798 ("CSM 1798") desire to control the purposes for which the land in said Plat is used, as well as to obligate future owners of said land to be bound by certain conditions, restrictions and covenants for the benefit of said property as a whole and for the benefit of each owner of any part thereof;

NOW, THEREFORE, said Developers hereby declare and provide all of the above described Lots be and the same hereby are subject to the following restrictions, covenants and conditions.

All lots shall be used for single-family residential purposes or 2 unit family residential purposes only, with any structures erected, altered, placed or permitted to remain on any lot or part thereof being subject to the following described conditions, covenants and restrictions:

1. No manufacturing or commercial activity shall be carried out on said premises. This restriction shall not be construed, however, as preventing a self-employed party from engaging in his/her trade or business from his/her home office, except as prohibited by local zoning regulations. No article is to be sold or offered for sale, no stock in trade kept or sold on home sites.

2. For the purposes of determining floor area, stair openings shall be included but open porches, screened porches, attached garages and basements, even if the basements have a finished area, shall be excluded. Square footage for a raised ranch, bi-level or split level entry home is calculated using main level only, excluding the garage. Square footage of tri-level homes is calculated using the two main levels above grade excluding the garage.

3. Roof pitch shall be no less than 6/12. No rolled or sheet roofing shall be used nor shall any "second hand" or "used" materials be used for construction purposes.

4. Lot maintenance exteriors of brick, vinyl, aluminum, stone or natural-finished wood are required for the front elevation and are encouraged for the entire home. All exterior walls facing the front of the lot of those visible from the driveway approach shall consist of at least 60% stone or brick. Texture-111 (T-111), composition press board and unpainted metal siding is not permitted.

5. Above-ground and in-ground swimming pools are prohibited unless approved by the Developer and/or Architectural Control Committee and the pool is properly fenced and maintained.

6. All chimneys and flues shall be fully enclosed.
7. All utilities serving all lots in the subdivision and the improvements thereon, including, but not limited to, sewer, water, gas, electric, telephone and television shall be installed underground. No overhead wires or above-ground utilities are allowed.
8. Once construction of a home has commenced, it shall be completed within 1 year. The house exterior shall be completely finished, including paint and/or stain prior to occupancy unless prohibited by bad weather.
9. No trailer, basement, tent, shack, garage, barn or out buildings, or any part thereof, erected in said Plat, shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be used as a dwelling.
10. No building previously erected elsewhere shall be moved upon any lot in said Plat.
11. All driveways shall be fully completed with hard surface within 18 months of the occupancy of the dwelling.
12. No new building or exterior alteration of an existing building shall be erected or placed on any lot in this Plat unless the plans, with specifications and plot plan and elevations showing the location of such building or the nature of such alteration have been submitted to and approved in writing by the Owners. In addition to rejecting any building plan which does not meet the requirements set forth herein, the Owners shall have the right to reject any building plan which is deemed, in the sole discretion of the Owners, to be incompatible with other buildings or the Subdivision as a whole, because of color, exterior materials, architectural design/style or on any other reasonable basis. No plans shall be approved unless the lot owner furnishes a plot plan to the Owners indicating the elevation of the house relative to the street elevation. Such approval shall not be granted unless the proposed finished grade is compatible with the finished grade of adjacent lots, if such lots have previously been approved, or unless such grade is compatible to what the Owners deem to be the reasonably desirable grade level for the lot in question. The Owners shall maintain a copy of all approved plot plans for the benefit of other purchasers in planning their individual elevations.
13. No buildings shall be erected or placed in CSM 1798 until the provisions of the preceding paragraph have been complied with and the written approval of Developer obtained. This approval must be given or waived prior to the issuance of a building permit by the appropriate regulatory agency.
14. In the event the Developer fails to approve or reject such plans, site plans, specifications and elevations within 30 days after the same have been submitted to him for approval, then such approval shall be deemed to have been granted.

15. The Developer is authorized to grant variances from any of the provisions of these Covenants and Restrictions where such variances will assist in carrying out the intent and spirit of these requirements and where strict application of the provisions thereof would result in a particular hardship to the person seeking the variance.

16. The Developer shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans or specifications, whether or not defective; (b) the construction or performance of any work whether or not pursuant to approved plans and specifications; or (c) the development of any property within CSM 1798.

17. One story or raised ranch shall not be less than 1700 square feet of floor area above grade, plus attached garage of a minimum of 400 square feet.

18. 1.5 or two story homes shall have at least 2100 square feet above grade with a minimum of 1300 square feet on first floor with an attached garage of 400 square feet minimum.

19. All houses must be placed on full concrete basement and footings acceptable to state building codes.

20. Fencing:

A. No fencing may be constructed on any of the lots other than in the rear yard behind any improvements. All fencing shall be done in conjunction with suitable landscaping.

B. Agricultural Fencing: The owners of lots which border Agricultural Land shall be responsible for maintaining the fence in such a condition so as to be animal tight.

21. No signs or advertising shall be permitted to be displayed upon any property within CSM 1798, except for sale signs not exceeding six square feet for the lot to be sold.

22. After the original sale by Developer, no lots shall be further divided in such a manner so as to increase the number of lots in CSM 1798. The seller shall permit no alteration of boundaries between lots after the initial sale.

23. Lots must be final graded and seeded or sodded within 60 days of occupancy depending on weather.

24. Storage buildings must meet the minimum requirements established by the government body having regulatory authority and must be finished with same siding as house. No more than one storage building shall be permitted on a lot.

25. No carports attached or free standing allowed.

26. In the event home construction does not commence upon purchase of a Lot, it shall be the responsibility of each Lot owner to have his or her ground covering the Lot (grass, weeds, etc.) Mowed at least four (4) times annually. This is construed to be once in the Spring, Mid-May to Mid-June, twice in the Summer, Mid-June to Mid-August, and once in the Fall, Mid-August to Mid-October.

27. Firewood may be stored within the dwelling unit. If stored outside, it shall be stacked out of view of neighboring residence in an orderly fashion. If the wood is purchased by the truckload, it must be cut and stacked within 7 days.

28. All earth excavated from the lot on the properties and not used thereon shall, at the option of the Developer, be removed to such place on or adjacent to the properties as may be designated by the Developer. This shall be done at no cost to the Developer.

29. No owner of any lot shall grade or obstruct any drainage way which is in evidence at the time of development so as to impede the flow of drainage water from the other lots across such drain ways. No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities which may alter the direction or impede the flow of surface water and drainage channels within the easement.

30. There shall be no tree removal by a lot owner without expressed written consent of the Developer.

31. Solar collectors or panels of use must be an integral portion of the house.

32. All lots shall at all times be maintained in a neat and clean manner including keeping grass cut within a reasonable length.

33. Wood Burners are not allowed.

34. The premises shall not be used for junk, wrecking, or a dismantling yard, or for any purpose that may be a nuisance, annoyance, noxious or obnoxious.

35. All mailboxes shall be approved by the Developer.

36. Parking of service vehicles owned or operated by residents of the homes on Lots in the subdivision is allowed, provided they are parked off-street on a concrete or asphalt pad or in a garage and that no more than one (1) such vehicle is stored at any time on any Lot. Storage of boats, travel trailers, mobile homes, and campers is prohibited unless they are stored in garages or parked on asphalt or concrete pads. No more than one (1) boat, travel trailer, mobile home, or camper can be stored outside on any Lot at any time. All snowmobiles, all-terrain vehicles, or other type of personal recreational vehicle must be stored in a garage. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading for a period not to exceed twenty-four (24) hours.

37. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes, or allowed to annoy neighbors. When walking a pet it is the owners responsibility to clean up any mess caused by the animal.

Only two (2) domestic animals may be kept on any of the premises and must be housed within the principle structure.

38. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from the street.

39. No building shall be erected on any parcel of real estate unless the design and location is in harmony with existing structures already on the real estate and does not violate any restrictive covenant. In this connection, the construction of A-frame dwellings, dome dwellings, concrete exterior dwellings and fiberglass buildings is expressly prohibited.

40. The Lot owner shall be responsible for maintaining the structure, Lot and adjoining Street Terrace in a neat appearance and keeping the Lot and Terrace free of noxious weeds, debris and road gravel. Seeding or sodding is permissible in the entire yard. Each will be completed within sixty (60) days of occupancy of the building unless, due to weather conditions.

41. All lots are subject to a 6' wide utility and storm water easement on each side of joint property lines and a 12' wide utility and storm water drainage easement along all other property lines not abutting street right-of-ways, or as noted on the plat.

42. No visual obstructions, such as structures, parking, or vegetation with the exception of annual agricultural crops permitted by local zoning regulations above 30 inches in height, or less than ten feet above the plane passing through the mean centerline grades shall be permitted.

of water from the stream bed.

43. No owner is permitted to place any dam or divert the flow

44. The Developers may elect to assign all rights granted to it under this document to the Committee. After Developers cease to have any title to any lot in CSM 1798, an architectural Control Committee (hereinafter called "COMMITTEE") may be established. The COMMITTEE shall consist of three (3) persons designated by an election of all property owners of land so controlled by this document. The election shall be held on a date determined by Developers and written notice shall be given to all lot owners at least ten (10) days before election. Prior to election of the Architectural Control Committee as herein provided and so long as Developers have an ownership interest in any lot within said subdivision, all powers

and authority of the COMMITTEE shall vest in and be exercised by Developers, unless voluntarily assigned by Developers to the COMMITTEE.

45. These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the owners of the Lots and all persons claiming under them for a period of twenty (20) years from the date these Protective Covenants are recorded. Thereafter, these Protective Covenants shall be automatically extended for successive twenty (20) year periods, unless otherwise indicated in a written declaration signed by the then owners of a majority of the Lots and recorded in the office of the Iowa County Register of Deeds.

46. Enforcement and Modification.

A. Right to Enforce. This Declaration and the covenants contained herein on the final plat are enforceable only by the Developer and/or the Committee or such person or organization specifically designated by the Developer, in a document recorded in the office of the Iowa County Register of Deeds, as its assignee for the purpose thereof.

B. Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Developer and its assigns, and/or the Committee, in any manner provided by law or equity, including, but not limited to, one or more of the following:

- i. Injunctive Relief
- ii. Action for Specific Performance
- iii. Action for money damages.
- iv. Performance of these covenants by the Developer, and/or the Committee, on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer or the Committee describing such default. In such event, the defaulting Lot Owner shall be liable to the Developer or the Committee for the actual costs (plus ten percent (10%) for overhead) related to or in connection with performing these covenants.

C. Reimbursement. Any amount expended by the Developer and/or the Committee in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer and/or the Committee with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

D. Failure to Enforce Not a Waiver. Failure of the Developer or assigns or the Committee to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

. E. Right to Enter. The Developer and/or the Committee shall have the right to enter upon any building site or other Lot within the premises for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants and if the Developer and/or the Committee so elects as specified in Paragraph 46(B) for the purpose of performing obligations hereunder on behalf of a party in default hereof.

F. Dedications/Restrictions/Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as set forth on the final plat and any subsequent additions or phases to CSM 1798.

G. Conflict and Failure to Mention. In the event of a conflict between the provisions of this Declaration and an applicable municipal ordinance, and the ordinance is more strict than the provisions contained herein, the ordinance shall control. Failure to mention a requirement, with respect to any Lot and single-family home to be build thereon, or other necessary approval in this Declaration shall not imply that no such requirement exists and shall not constitute a waiver of such municipal requirement and/or approval. Each and every Owner shall be solely responsible to insure that the ordinance is adhered to and shall be subject to the appropriate municipal approval process for construction of a single-family home on a lot.

H. Modification. These Protective Covenants may be amended in whole or in part at any time by a document signed by the owners of two-thirds (2/3) of the Lots and recorded in the Office of the Iowa County Register of Deeds.

47. CSM 1798 Homeowners Association.

A. Membership. The Owner of a Lot shall automatically become a member of the CSM 1798 Homeowners Association (the "Association"). By acceptance of the deed or other instrument of conveyance, the Owner(s) of each Lot consents to such Owner's membership in the Association. Membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. Membership in the Association shall be limited to the fee simple Owners of the Lots, except that in case of a land contract, the vendee, and not the vendor, shall be a member. The Association shall have authority to manage the conservancy area which will be conveyed to the Association. An annual Association membership fee of \$ 250.00 shall be assessed against each Lot owner.

B. Vote of Owners. The Owner(s) of each Lot shall be entitled to one vote as members of the Association for each such Lot owned. Where more than one person is an Owner of one Lot, all such persons shall be members of the Association, but they shall be cumulatively entitled to only one vote per such Lot, and they may cast their total one vote in proportion to their Ownership of such Lot.

C. Bylaws. The purposes and powers of the Association and the rights and obligations with respect to the members thereof shall be governed by the Bylaws of the Association; provided that, however, such Bylaws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration.

IN WITNESS WHEREOF, Developers have caused these Covenants and Restrictions to be executed this ____ day of _____, 2021.

Kurt J. Wedig

Tammy M. Wedig

State of Wisconsin
Iowa County -- ss

Personally came before me this ____ day of _____, 2021 the above named Kurt J. Wedig and Tammy M. Wedig, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Dean J. Keyes, Notary Public
State of Wisconsin
My commission is permanent.

This Document Drafted By:

Attorney Dean J. Keyes
130 High Street, P.O. Box 41
Mineral Point, WI 53565