

**Declaration of Restrictions to  
The PLAT OF RIDGEVIEW HEIGHTS I  
La Crosse County, WI**

Document No.

1403538

LACROSSE COUNTY  
REGISTER OF DEEDS  
DEBORAH J. FLOCK

RECORDED ON  
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REC FEE: 21.00  
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RETURN TO:

Eugene R. Shumann.  
4433 Mormon Coulee Road  
LaCrosse, WI 54601

**KST, LLC, a Wisconsin limited liability company ("KST")**, the owner of all of the real estate described below, hereby makes the following declaration as to limitations, restrictions, and uses of the land for the benefit of the present owner and all future Owners of Lots 62 through 95 located in the **PLAT OF RIDGVIEW HEIGHTS I**, located in the Town of Greenfield, La Crosse County, Wisconsin, (hereafter "Lots").

The declarations herein shall be covenants running with the land, as provided by law, and shall be binding on all parties and all persons claiming under them.

### **I. Land Use and Construction Requirements**

All Lots shall be used for single-family residence purposes. All dwellings shall be constructed to meet the following minimum requirements:

A) One single-family dwelling consisting of no less than 1800 square feet of living space. A maximum of one (1) accessory building may be built on each lot provided they match the architecture and are of the same color and materials as the home on that lot. A garage, if attached, shall not count towards the square footage requirement. Accessory buildings shall comply with the requirements of the following chart.

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James W. McNeilly, Jr. @  
BOSSHARD & ASSOCIATES  
PO Box 966  
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	LOT SIZE	
ACCESSORY BUILDING STANDARDS	1.01 - 3 AC	3.01-10 AC
HEIGHT TO MID POINT*	15'	15'
TOTAL AREA OF BUILDING	1,000 S.F.	1,500 S.F.
SIDE YARD SET BACK	20'	20'
REAR YARD SET BACK	25'	25'
FRONT YARD SET BACK	50'	50'
NUMBER OF BUILDINGS	1	1

\*Height = Height of the side wall plus the distance measured vertically from the top of the wall to the mid point of the peak of the roof. IE: Top of the wall is 12' and the peak or ridge line of the roof is 18', then the midpoint would be 15'.

B) All garages shall be at least two car, and may exceed one story only if attached to the dwelling, in which event it may have a finished attic or living area, which would count towards the minimum, square footage requirement. A house for pet(s) shall be allowed and shall not be counted as an accessory building. Any such pet house shall not exceed four (4') feet in width, or length, and shall not exceed five (5') in height at the roof peak.

C) All dwellings must have at least a two-car garage, sidewalks and a blacktop or concrete driveway. All dwellings, sidewalks and driveways must also comply with all applicable building codes.

D) No single or double wide mobile or manufactured homes (regardless of dimension or size, whether placed on a foundation or otherwise) log buildings, basement homes, or previously erected buildings shall be erected or placed on any Lot.

E) The construction of any improvement on any Lot, including the construction of sidewalks and driveways, or seeding of all yards, shall be completed within twelve months from the date of commencement. Commencement is defined as the first visible physical manifestation of construction on the Lot. All landscaping, planting and sodding shall be completed within thirty (30) days of the issuance of an occupancy permit, except if the occupancy permit is issued after September 15<sup>th</sup>, said work shall commence by the following April 15<sup>th</sup> and completed within thirty (30) days thereafter. No building shall be allowed to remain with tarpaper or building paper sheathing for a period of longer than three months. The construction site shall be picked up and reasonably free of debris at all times.

F) No trailer, basement, tent, shack, garage, barn, accessory building or other structure shall be used as a temporary or permanent residence. Camping is not permitted at any time.

G) All dwellings shall be set back a minimum of thirty (30') feet from the front property line and twenty (20') feet from all side and rear property lines, or greater, if required by Town of Greenfield ordinances.

H) All improvements, landscaping, or other use of any Lots shall comply with all applicable Federal, State, County, Town, or local statute, ordinance, or other laws. All zoning, erosion control, occupancy, building, pool and other permits required by any Federal, State, County, Town or other authority, are the responsibility of the Owner.

I) Any deck shall be constructed of treated lumber or other material approved by the Architectural Control Committee.

J) No Lot shall be subdivided.

K) No commercial gardens shall be allowed, but gardens for the use of the occupant(s) are permitted with front yard set backs of 100' from the road and side yard set backs of 20'.

L) It is the responsibility of the Owner to protect the edges and surface of the Town Road in front of or on the side of their lot during construction. The Owner shall be pay for any damage to the Road. A gravel driveway extending from the Town Road in to the Lot a minimum of fifty (50') feet, along with any required culvert(s) shall be installed before the commencement of construction. Lots must be entered through the gravel driveway.

## **II. Landscaping/Erosion Control**

No Owner shall alter, in any way, by fill, cut or other landscaping method, any natural drainage, or natural drainage ditch or channel, other than by excavation for the dwelling and one accessory building, without the consent of the Architectural Control Committee, La Crosse County and the Town of Greenfield. Each Owner shall be responsible to prevent soil from being carried from any Lot onto any roadway or adjoining Lot by erosion or any other means and for any damage or expense caused thereby. Hay bales or such other temporary or permanent means as may be reasonably necessary to prevent the same shall be allowed, provided that said means are as aesthetically pleasing as possible.

## **III. Architectural Control**

No improvement, including, but not limited to, any dwelling, building, fence or accessory building shall be erected, placed or altered, nor any landscaping commenced, until the plans and specifications therefor and a plan showing the location and details of the improvement or landscaping shall have been approved by the Architectural Control Committee (hereafter "Committee") as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, finish grade elevations, drainage and public utility easements and exterior property lines.

#### **IV. Architectural Control Committee**

While KST retains ownership of any Lot, this Committee shall consist of three members appointed by KST. The Committee may appoint a representative to act for them. When KST ceases to own any of the Lots, a majority of the then record Owners of the Lots shall have one vote per Lot and shall elect the three members of the Committee.

#### **V. Swimming Pools**

All pools must be enclosed by a fence with a height of six feet and have a gate that must be secured. No above ground pools shall be allowed.

#### **VI. Fences**

Any and all fences shall be constructed of wood or vinyl, and be at most, six feet (6') in height from ground level. All fences shall comply with all County and Town ordinances and regulations.

#### **VII. Signs**

No sign of any kind shall be displayed to the public view on any Lot except: One professionally made, permanent sign, and temporary signs advertising the property for sale, neither of which shall exceed four (4) square feet in size, except as follows: 1) A permanent sign or monument with the name of the development may be erected and maintained as directed by the Architectural Control Committee, and 2) Temporary signs of any size placed by KST or its agents pertaining to the sale of the Lots until the last of the Lots have been sold by KST.

#### **VIII. Noxious Practices**

No aesthetically offensive improvement shall be allowed on any Lot. No noxious or offensive trade, activity or practice shall be carried on upon the Lots, nor shall any trade become an annoyance or a nuisance to other residents. Rubbish, trash, garbage and other waste shall be kept in clean and sanitary containers, and either stored indoors, or sheltered from public view by fencing or other aesthetically pleasing screening, except on trash pickup day. Any non-operable or unlicensed vehicle shall be stored indoors. No incinerators are allowed. No LP gas tanks or other fuel repositories, tanks or other reservoir containers shall be permitted on any Lot, except as such shall be approved for such use and shall be properly fenced, enclosed or otherwise aesthetically shielded from public views as approved by the Architectural Control Committee. No weeds, thorns, thistles, grasses, grains or other noxious organic, plants or plant like organisms shall be permitted to grow upon any Lot to such an extent as to become a nuisance or as to violate any County or Town ordinance or regulation.

#### **IX. Animals**

No domestic animals, chicks or other fowl may be kept on any Lot, except that any property Owner may keep not more than two dogs, two cats or other household pets such as fish, birds, hamsters, guinea pigs, etc., provided, however, that such animals do not become a nuisance

because of noise, smell or other noxious effect. All such animals may be kept indoors without a fence. Any animal kept outside shall be enclosed in a fence complying with Article VI.

## **X. Parking and Storage of Vehicles and Boats**

No mobile or motor homes, camping trailers, boat trailers, boats, buses and trucks over one ton, (for example a 350 Ford is a one ton truck) or other recreational vehicle shall be stored or parked on any Lot nor on any street within the subject plat for more than seventy-two (72) hours, except that said items may be stored or parked within a garage. No semi-tractors and trailers shall be stored or parked on said Lots, nor any street within the subject real estate at any time except for the purpose of making deliveries or moving persons into or out of residences. Driveway parking is intended for the use of the dwelling occupants everyday vehicles. Business vehicles, including pick-ups, trucks and vans, may be driveway parked, if generally used by an occupant as his/her personal transport.

## **XI. Outdoor Lighting, Television Satellite Dishes and Towers**

Unless approved by the Committee, exterior lighting not attached to the dwelling shall not be placed higher than eight (8) feet from ground level and no television satellite dishes larger than 18" in diameter shall be placed or erected on any Lot. Radio or television towers may not exceed fifteen (15') feet in height from ground level.

## **XII. Severability**

Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

## **XIII. Enforcement**

Any Owner of any interest (except for a security interest) in any Lot, or KST shall have standing to bring proceedings at law or in equity against any person(s) violating or attempting to violate these restrictions, and shall be entitled to injunctive or monetary relief (including all court costs and legal fees) or both.

## **XIV. Amendment**

These Restrictions and Covenants may only be amended by KST until KST has sold all of the Lots. Thereafter, these Restrictions and Covenants shall only be amended by an affirmative three-fourth's vote of those Owners appearing at a meeting called for that purpose provided that notice of such meeting is given at least thirty (30) days in advance, and provided further, that the Owners of at least fifty (50%) percent of the Lots appear in person or by proxy at said meeting. For the purposes of the foregoing sentence, the Owner(s) of each Lot whether one or more, shall be entitled to one vote per Lot owned. All amendments shall be approved by the Town of Greenfield.





# COMMUNITY WELL COVENANTS AND RESTRICTIONS

Document No.

**KST, LLC, a Wisconsin limited liability company, ("KST"),** the owner of all of the real estate described below, hereby makes the following declaration as to limitations, restrictions, and uses of the land for the benefit of the present owner and all future Owners of Lots 62 through 95 located in the **PLAT OF RIDGEVIEW HEIGHTS I,** located in the Town of Greenfield, La Crosse County, Wisconsin, (hereafter "Lots").

1403539

LACROSSE COUNTY  
REGISTER OF DEEDS  
DEBORAH J. FLOCK

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Eugene R. Shumann  
4433 Mormon Coulee Road  
La Crosse, WI 54601

- (1) KST, LLC will drill several wells and install the necessary water supply equipment to supply water to the residences on each Lot (but not the laterals to the residences located on each Lot). Each well and associated water supply equipment (but not the laterals to the residences) shall constitute a "water supply system." Each system may have four (4) or five (5) houses connected to a system. A water supply system consists of a well, a pump with piping, electrical connections to operate such pump, water mains to the Lots served by that well and a curb stop at each Lot at the property line.
- (2) After connection to a water supply system, the Owners of each Lot shall be equal Owner(s) (per Lot), with the other Owners or residences connected to the same system, of the system to which the Owner(s) residence is connected, along with any cash reserves (as defined below). Also after connection to a system, the Owner(s) of each Lot shall be equally liable (per Lot) with the other Owners or residences connected to the same system, for all costs of operation, maintenance, repair and replacement of that particular system. However, all costs of installation, maintenance, repair or replacement of the laterals to a particular residence shall be borne by the Owner(s) of that Lot.

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- (3) The undersigned hereby grants a 15' easement over each Lot where the water main is installed, in favor of the other Lots, for the installation, maintenance, repair and replacement of each system, along with an easement over each Lot, in favor of the other Lots, for the maintenance, repair and replacement of mains or laterals to each residence located on the other Lots connected to that particular water supply system.
- (4) The Owner(s) of each Lot shall pay a \$125.00 fee to connect to a water supply system for each Lot, or connection, whichever is greater. For example, if the same Owner or Owners buy(s) two (2) Lots or for some reason, an Owner or Owners of one Lot connects two laterals to one residence, the Owner(s) in each instance would be required to pay two (2) connection fees. All connection charges shall be deposited in an account, to be administered by the Trustee of the water supply system to which the residence is connected, pursuant to paragraph (5) below. After hookup, the Owner(s) of each Lot shall pay to the Trustee, the sum of \$20.00 per connection per month as dues. Should this sum not be sufficient to pay any costs of operation, maintenance, repair, or replacement of a particular system, the Owners (s) of each Lot whose residences are connected to that particular system, shall contribute equally per Lot to cover the shortfall. This account shall constitute "cash reserves." The cash reserves for each system shall be used for that particular water supply system only, and not for any other water supply system in the Plat.
- (5) One Trustee for each water supply system shall be elected by a majority of the owners of the Lots whose residences are connected to that particular water supply system. Each Lot is entitled to one vote, regardless of the number of Owners(s) of said Lot. For example, if an Owner or Owners own(s) two Lots, that Owner or Owners would have two (2) votes, provided that the Owner or Owners paid a connection fee for both lots. The first Owner or Owners who first connect to a well water system will automatically become the Trustee of that particular water supply system. The Trustee shall collect connection fees, monthly dues, and arrange for testing, maintenance and repairs, pay all debts and obligations relating to that particular system (including electrical costs of operating the system) and also handle any surplus funds all in the best interest of the Owners. In the event that any monthly due or shortfall assessment is paid, the Trustee shall send written notice of such default to the Lot Owner(s). If the dues or assessment remains unpaid within sixty (60) days after the sending of the notice, the Trustee, in addition to any other rights and remedies at

law or in equity, shall have the right to shut off the water supply to the subject Lot.

- (6) Each water supply system shall be separately metered for electrical costs.
- (7) All Owner(s) of each Lot shall have the right to free and unobstructed access to the water supply system to which that particular residence is connected, and shall have the right and duty to mitigate any problems.
- (8) The sale of any of the subject Lots shall also include the Seller's Ownership and share in the water supply system to which that particular Lot is connected, along with any cash reserves related to that system.
- (9) The Owner(s) of each Lot shall not have the right to withdraw from this Community Well Agreement unless a municipal water supply is furnished to all Lots whose residences are connected to that particular water supply system. In that event, the well and water supply system shall be sold (if possible), the proceeds thereof put into cash reserves and then any cash reserves remaining shall be equally divided among the Owner(s) of the Lots whose residences were connected to that particular system, per Lot.
- (10) This Well Agreement shall be recorded in the Office of the Register of Deeds of La Crosse County.
- (11) The rights hereby created and the restrictions hereby imposed shall be rights and restrictions running with the land described herein, and shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors and assigns and all persons claiming under them.

