

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, 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

C REGISTER OF DEEDS OFFICE } ss.
GREEN COUNTY WISCONSIN }
RECORDED March 19 1998
4:05 P. M. VOL 578 PAGE 565
MARILYN NEUENSCHWANDER REGISTER
Pd. 38.7

Return to:
Gregory E. Knoke

23-28-302.0
(PIN)

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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

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;

Side yard - 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

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. **LIGHTING:** 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

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.

23. **MEMBERSHIP AND ARCHITECTURAL CONTROL COMMITTEE:** The 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

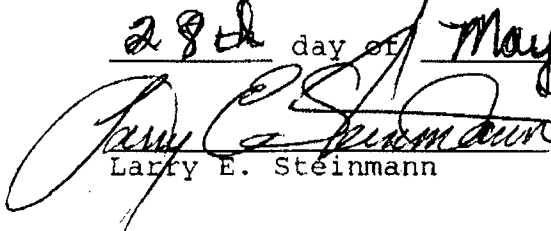
for the betterment and enhancement of the subdivision.

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

28th day of May, 1996.

 (SEAL)
Larry E. Steinmann

 (SEAL)
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.

Robert E. Pehl (SEAL)
Robert E. Pehl

Pamela S. Pehl (SEAL)
Pamela S. Pehl

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.

Marlene M. Geigel
Marlene M. Geigel
Notary Public, Wisconsin
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.

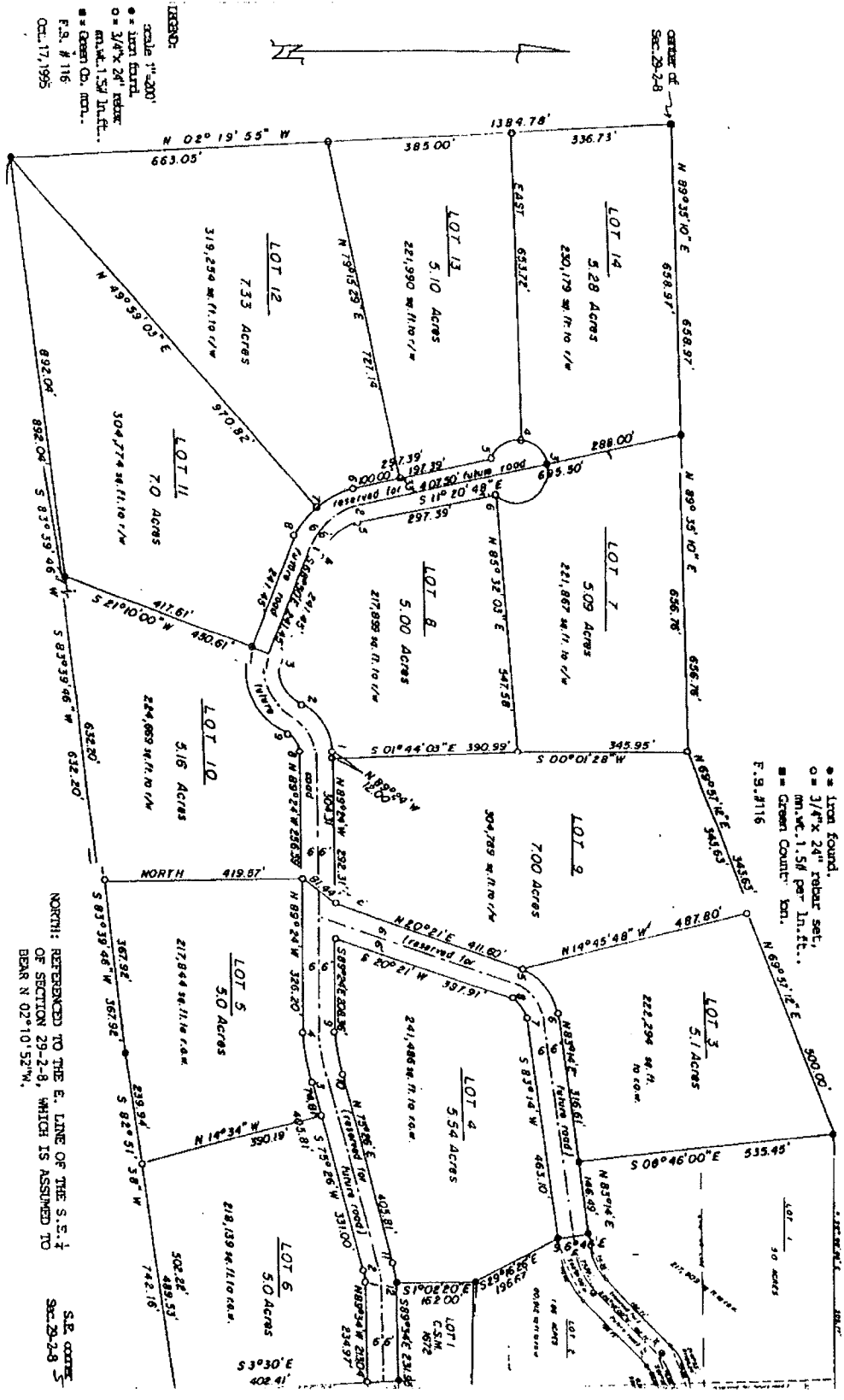
CSM No. 2426, recorded in Vol. 8, P. 160, Doc. No. 381331;

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.



LEGEND:
 Scale 1"=200'
 * Iron found.
 o 3/4" x 24" rebar set,
 m.v.c. 1.56 per In.ft.
 m.m.k. 1.57 In.ft.
 ** Green Co. m.m.
 F.S. # 116
 Oct. 17, 1995

Chapter 236.34 of the Wisconsin Statutes. I further certify that I have personally mapped the lands described hereon & that the map is a correct representation in accordance with the information furnished.

FOR: Larry Steinmann
 P.O. Box 31
 Juda, WI. 53550

10-6-95

JOHN R. KARNIS S-1295
 N 7994 KELLY ROAD
 BROOKLYN, WI. 53521
 (608) 862-3811

DATE: 10-6-95

1-2 In 15'00" @ 100.00'

NORTH: REFERENCED TO THE E. LINE OF THE S.E. 1/4 OF SECTION 29-2-8, WHICH IS ASSUMED TO BEAR N 02°10'52"W.

S.E. CORNER OF SECTION 29-2-8

578-579

382717

DOCUMENT # 498088

Recorded
JULY 10, 2007 AT 11:15AM
CYNTHIA A MEUDT
REGISTER OF DEEDS
GREEN COUNTY, WISCONSIN
Fee Amount: \$15.00



Recording Area

AFFIDAVIT OF ORDINANCE

STATE OF WISCONSIN)
GREEN COUNTY)

Larry and Noreen Steinmann

Owner Name(s)

Return to:

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

Alice Ladwig
Drafted By: Alice Ladwig, Clerk
Town of Sylvester

Signed and sworn before me this

15 day of May, 2007

Robert L. Heitz
Notary Public, State of Wisconsin

My commission expires: 5-4-2011

SEAL

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 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.

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.