

**DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS**

Document Number

Title of Document

Recorded Electronically

Doc No. 526677

County Vernon

Date 4-25-2022 Time 9:34 AM

Simplifile.com 800-460-5657

Record this document with the Register of Deeds

Name and Return Address:

Attorney Thomas R. Fortney

P.O. Box 469

Viroqua, WI 54665

(Parcel Identification Number)

Prepared by:
Attorney Thomas R. Fortney
P.O. Box 469
Viroqua, WI 54665

**DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS
FOR PLAT OF ROLLING HILLS
TOWN OF VIROQUA, VERNON COUNTY, WISCONSIN**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Property Subject to Declaration	1
2. Purposes of Restrictions	1
3. Specifications for Single Family Detached Residence	2
4. Specifications for Twindominiums	2
5. Approval of Plans	2
6. Set Back Lines	3
7. Completion Time	3
8. Sanitation	3
9. Limitation of Use	3
10. Easements Reserved	4
11. Building Location/Elevation	5
12. Erosion Control	5
13. Clean Construction Sites	5
14. Lot Grading	5
15. Rentals or Leasing	5
16. Underground Utilities	6
17. Lot Corners	6
18. Noxious or Objectionable Colors	6
19. Storage of Vehicles and Boats	6
20. Outdoor Lighting, Television Discs and Towers	6
21. Solar Panels	6
22. Swimming Pools	6
23. Clotheslines	7
24. Subdivision of Lots	7
25. Roofing	7
26. Signs	7
27. Driveways	7
28. Removal of Fill	7
29. Variances	7
30. Lot Maintenance	7
31. Party Wall Agreement	8
32. Scope of Operations, Covenants and Restrictions	8
33. Enforcement	8
34. Severability Clause	8
35. Term	8

<u>Section</u>	<u>Page</u>
36. Amendment by Developer	8
37. Amendment by Owners	9
38. Owners' Responsibilities	9
39. Binding Effect	10
40. Interpretation	10
41. Rights of Third Parties	10
42. No Trespass	10
43. No Partition	10
44. Reservation of Rights	10
45. Standards for Review	10
46. Oral Statements	11
47. Notices	11
48. Non-liability	11
49. Assignment	11
50. No Waiver	11

Declaration of Restrictions

In re: Lots 3-20 and Outlot 1 of the Plat of Rolling Hills, Town of Viroqua, Vernon County, Wisconsin.

THIS DECLARATION MADE This 22nd day of April, 2022 by Bruce M. Hill, owner of the land located in the Town of Viroqua, Vernon County, Wisconsin, hereinafter called "Developer," WITNESSETH:

WHEREAS, Developer is the owner of the property described above, hereinafter called "the property," and is desirous of subjecting the property described above to the restrictions, covenants, reservations, easements, liens, and charges hereinafter set forth, each and all of which are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest, and any owner thereof at this time or at times hereafter;

NOW THEREFORE, Developer hereby declares that the property described above is and shall be held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges hereinafter set forth:

1. PROPERTY SUBJECT TO THIS DECLARATION. The property which is held and shall be conveyed, transferred, and sold subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges with respect to the various portions thereof, set forth in the various clauses and subdivisions of this Declaration, is located in the Town of Viroqua, State of Wisconsin, and is more particularly described above.

2. PURPOSES OF RESTRICTIONS. Each Lot shall be used for one single-family detached residence or one set of twindominiums or attached, zero lot line dwellings. No dwelling shall be erected, altered, placed or permitted to remain on any of said Lots other than a single-family dwelling with attached garage for a minimum of two cars. Accessory buildings may also be permitted. No trade or business of any kind may be carried on, in or from any Lot. The use of any portion of a Lot as an office by the owner of record of fee simple title to any Lot (the "Owner"), shall not be considered a violation of this Declaration if such use does not create customer, client or employee traffic. No earth covered homes are permitted. No mobile home, travel trailer, motor home, basement, tent, shack, garage, barn or other accessory building shall be used as temporary or permanent residence.

These protective covenants are not intended to limit invention or imagination, nor to dictate conformity. The objective of these covenants is to insure quality without prohibiting individuality.

3. SPECIFICATIONS FOR SINGLE FAMILY DETACHED RESIDENCE:

- a. All dwellings shall contain minimum finished area as follows:
Ranch homes (including split foyer or raised ranch design) – 1,800 square feet.
Two story homes – 1,800 square feet (1,500 square foot minimum on main floor).
Multi-level homes – not less than 1,500 square feet on the ground floor area .
All dwellings shall have a poured concrete foundation.
- b. Dwellings shall have a minimum of two (2) ridge lines and a minimum of six (6) exterior corners.
- c. Garage: Every single family dwelling shall have an attached garage which shall be at least 800 square feet.
- d. Auxiliary Building: Not more than one (1) auxiliary building may be constructed. The maximum size of said building shall not exceed 3200 square feet and shall be of similar construction and appearance to that of the dwelling on said lot. Sidewalls shall not exceed sixteen (16) feet in height.
- e. Roof Pitch: The roof pitch of all buildings shall not be less than a five (5) to twelve (12) ratio.
- f. Used Structures: No pre-existing, old or used dwelling or auxiliary building shall be moved onto the property.
- g. Typical exterior seasonal lighting may be displayed up to 30 days prior to and up to 30 days after the respective seasonal celebrated date.

4. SPECIFICATIONS FOR TWINDOMINIUMS:

- a. Twindominium Unit: Each unit, exclusive of attached garage, open terraces, porches and breeze ways, shall have a total square footage of at least 1,200 square feet of first floor living area and shall have not less than seven (7) outside corners. No fences shall be constructed on boundary lines.
- b. Garage: Every unit shall have an attached garage which shall be at least 450 square feet.
- c. Auxiliary Buildings: Not more than one (1) auxiliary building may be constructed for each unit. The maximum size of said building shall not exceed 200 square feet and shall be of similar construction and appearance to that of the unit on said lot. Sidewalls shall not exceed nine (9) feet in height.

5. APPROVAL OF PLANS. No dwelling shall be erected, placed, or altered on the property until the building plans, specifications, and plat plan showing the location of such building have been approved by the proper authorities issuing building permits, etc., at which time such plans shall be submitted to and approved by Developer or a representative(s) designated by Developer. Neither Developer nor his designated representative(s) or any successors shall be entitled to any compensation for services rendered or performed pursuant to this covenant.

No building, (addition or accessory) fence, wall, or other structure shall be commenced until the building plans, specifications, and plat plans showing the location of such proposed construction have been approved in writing as to the location of the structure(s) with respect to topography and finished ground elevation by Developer or his designated representative(s).

The powers and duties of Developer and of his designated representative(s) hereunder shall cease on and after twenty (20) years from the date of this instrument. Thereafter, the approval described in this covenant shall not be required.

The Developer may at his discretion allow the formation of a Home Owners' Association at any time after fifty percent (50%) of the properties have been sold. Said Home Owners' Association responsibilities will include but not be limited to continuation of covenant surveillance and enforcement, and monitoring the water retention area's proper preservation.

6. SET BACK LINES. No building shall be located nearer than eighty (80) feet from the centerline of a public road or nearer than twenty (20) feet to the side or rear of the lot. Further, no building shall be erected, placed, or altered unless first approved by Developer or his designated representative(s).

7. COMPLETION TIME. All buildings are to be of new construction and all construction work is to be completed within twelve (12) months after the commencement of such construction.

8. SANITATION. The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or waste shall be kept in sanitary containers and out of the view except on garbage pick up days. No living quarters shall be erected or used until running water, septic tanks, and dry wells have been installed in such residence. Plumbing, water supply, septic tanks and dry wells must meet with the state sanitary codes and the approval of Developer or his designated representative(s).

9. LIMITATION OF USE. No noxious offensive trade or activity shall be carried on or upon the property nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood. No livestock, animals, or poultry of any kind shall be raised, bred or kept on a lot except either two (2) dogs or two (2) cats or other household pets not bred or kept for commercial purposes; and also except not more than six (6) chickens (hens only), to be kept in a fenced enclosure and not bred or kept for commercial purposes. In addition, no dog(s), cat(s), pet(s) or chickens shall be allowed to roam free. In addition, the keeping of such household pets shall at all times conform with the ordinances of the Town of Viroqua and County of Vernon concerning ownership, maintenance, and noise pollution from pets. The construction of outside kennels shall not be allowed within the property addition. The property shall be used for residential purposes only. Any cage, house, fencing, enclosure or other device

for the keeping of any animal shall be considered an Improvement and shall be subject to Developer's approval.

10. EASEMENTS RESERVED. Easements and rights of way for access and utility purposes and functions are hereby expressly reserved to Developer. Such easements may be used as private ways for access to remote areas including access for the location and or placement of underground electric or communication cables, storm drainage, or sanitary sewers, pipe lines for supplying gas, or telephone lines. An Owner shall at his/her own cost and expense, keep and preserve that portion of the easement and right of way within his/her own property line at all times in good condition of repair and maintenance and neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within said easement which might interfere in any way with the proper maintenance, use, operation, repair, reconstruction, and patrolling of any of the utility services located therein.

Developer, his designated representative(s) or any utility company with facilities located within said easements shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved for, including the right to trim, top, or cut down trees adjacent to the electric or telephone lines to provide for ample clearance. Each respective utility is responsible for the usual and customary clean up from said work including repair of damaged lawn areas.

Developer does hereby establish and reserve for himself and his agents, employees, successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot for the purpose of providing ingress and egress from each Lot for (a) inspecting each Lot in order to determine compliance with the provisions of this Declaration and (b) taking any action permitted to be taken by Developer pursuant to any of the provisions of this Declaration; provided however that upon completion and occupancy of any residence, then except in the event of emergencies, the foregoing easement shall be utilized only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant of such residence.

Developer does hereby further establish and reserve for himself and his respective agents, employees, successors and assigns, for the benefit of all Owners of any portion of the Property, a permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot for the flow of storm water in such locations as necessary to protect the Property. No Owner shall grade, modify or obstruct any swale or drainage way so as to impede the flow of surface water from on onto other Lots. The easement established and reserved herein shall include the right to excavate, grade and fill and to otherwise take all other action reasonably necessary to establish appropriate storm water drainage patterns; provided, however, that such easement does not impose any duty or obligation upon Developer to perform any of the foregoing actions.

11. BUILDING LOCATION/ELEVATION. All Improvements within the Property will comply with all applicable local, state, and federal zoning guidelines and restrictions. All elevations and placement of Improvements are the sole responsibility of the Owner.

12. EROSION CONTROL. Upon purchasing a Lot or Lots, Owners shall be responsible for erosion control on and from said Lots. Owners shall implement erosion control measures appropriate as may be necessary to prevent erosion, and as may be required by the Town of Viroqua and Vernon County. All public roads shall be maintained free of debris and soil resulting from Owner's use and/or improvement of the property until the development is completed. Further, Owner shall be responsible for the clean up of erosion and construction debris from roads, curbs, and other project areas which result from Owner's use and/or improvement of the property. All disturbed ground areas shall be restored or sodded in as soon as practical, but not later than the end of the landscaping season (1) year from the start of construction. Sites shall be protected from erosion during construction by properly installed erosion fencing and/or hay bales installed according to appropriate erosion control guidelines and ordinances. No change in natural or existing drainage patterns for surface waters shall be made upon any Lot that could adversely affect another Owner.

13. CLEAN CONSTRUCTION SITES. It is the sole obligation of the Lot Owner and house contractor to maintain his/her Lot in a neat and orderly condition at all times throughout the term of construction and thereafter. The house contractor shall provide a dumpster or other container of adequate size for disposal and containment of all construction debris. construction materials shall be stored neatly on the site at all times. Home builders, general contractors and sub-contractors shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site frequently and not be permitted to accumulate. Lightweight material, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site. During the construction period, each construction site shall be kept neat and clean, and shall be properly policed to prevent it from becoming a public eyesore or affecting other Lots or any open space. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed and the general area cleaned up.

14. LOT GRADING. The Lot Owner agrees to provide finish grading and build any improvements on the Premises in accordance with drainage plans approved by the Developer and agrees to indemnify and hold the Developer harmless from any problems created by improper grading of any Lot or Lots. Any soils excavated from a Lot and not used thereon shall be disposed of in locations as designated by the Developer and without cost to the Developer, unless specifically authorized otherwise by the Developer. No soils may be exported from any Lot without approval from the Developer.

15. RENTALS OR LEASES. Without the prior written consent of the Developer, no dwelling may be used as a short term rental, such as an Airbnb or a VRBO, or similar arrangement for the production of income.

16. UNDERGROUND UTILITIES. All utility lines, conduit and wiring for electrical, gas, telephone, sewer, waterline, cable television, security and any other utility service for any portion of the Property shall be installed and maintained below ground.

17. LOT CORNERS. Owner shall promptly cause to be replaced by a licensed surveyor any Lot corner monuments which are removed or displaced during construction of Owner's Improvements. All Lot corner monuments are to remain in place and visibly marked.

18. NOXIOUS OR OBJECTIONABLE COLORS. Variety in colors, and multiple colors on a home are encouraged. However individual colors or color schemes that are regarded as noxious or objectionable by a majority of Owners are not permitted.

19. STORAGE OF VEHICLES AND BOATS. Motor homes, mobile homes or any vehicles not normally used by the general public for daily passenger use, trailers of any kind, boats, recreational vehicles, buses, inoperable vehicles of any type, and trucks over one ton shall not be stored or parked on any Lot or on any public road within the Property for more than 48 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 or public roads at any time except for the purpose of making deliveries or moving persons into or out of a residence. No vehicle shall be parked on any non-paved area. Outside storage is strictly prohibited. No motorbikes or motorcycles, snowmobiles or noisy vehicles shall be operated on any Lot other than to bring them to an enclosed point of storage. No vehicle shall be parked for repairs on driveways or private or public roadways. Garage doors shall remain closed except for ingress and egress.

20. OUTDOOR LIGHTING, TELEVISION DISCS AND TOWERS. All exterior lighting should be directed and shielded in a manner that minimizes the impact on other Lots. Exterior lighting not attached to the Improvement shall not be placed higher than eight (8) feet. One satellite dish not greater than twenty-four inches (24") in diameter may be attached to the house or mounted adjacent to the house so long as it is of neutral color and the highest portion of the dish is lower than the nearest roof peak. No other satellite dishes, radio antenna, radio receiver, electronic tower, antennae of any kind, aerial or other similar device may be installed on any Lot unless it is contained entirely within the interior of a building and is not visible from any road or other Lot.

21. SOLAR PANELS. No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot unless it is installed on the roof of the dwelling or auxiliary building.

22. SWIMMING POOLS. Swimming pools shall be allowed, but limited to back yards only. All pools must be enclosed by a fence with a minimum height of six feet and have a gate(s) that must be secured.

23. CLOTHESLINES. Clotheslines that are installed and extended in any manner are not permitted. Clotheslines that can be installed or extended on a temporary basis are permitted, so long as they are promptly removed when not in use.

24. SUBDIVISION OF LOTS. Further subdivision of Lots to allow for twindominiums, is prohibited without the approval of the Developer. If a twindominium is constructed, a certified survey map shall be prepared and recorded showing the boundary line of each individual parcel. No further subdividing shall be allowed for the purpose of creating any additional buildable lots.

25. ROOFING. All plumbing and heating vents, stacks and other projections of any nature that are placed on the roof shall be of a color that closely matches the roofing material. No raw aluminum or galvanized material is permitted.

26. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign not more than three (3) square feet advertising the property for sale, signs used by a builder to advertise the property during the construction and sales period, or a sign used by the Developer to advertise the Lots.

27. DRIVEWAYS. All driveways for each lot shall be constructed of concrete or asphalt within twenty four (24) months after the commencement of construction on the Lot.

28. REMOVAL OF FILL. The Owner of any lot agrees that prior to excavation any dirt or fill excavated from said lot shall first be offered to Developer at no charge.

29. VARIANCES. The Developer or his designated representative(s), in his/their sole and absolute discretion, shall have the exclusive right to grant variances promulgated hereunder. A request for a variance shall be submitted to the Developer or his designated representative(s) by the Owner in writing. No variance shall be effective unless granted by the Developer or his designated representative(s) in writing. The approval of any plans and specifications under the procedures established in this Declaration shall not be presumed to grant any variance unless specifically granted under the provisions of this Declaration.

Any variance requested must also comply with all local, state, and federal zoning requirements. The Developer and his designated representative(s) shall be held harmless for the granting of any variance that conflicts with local, state or federal requirements. Owners are strongly encouraged to determine the validity or legality of a proposed variance with local government authorities prior to requesting the same from the Developer.

30. LOT MAINTENANCE. Owners of unimproved purchased lots shall mow said lots at least two times per calendar year.

31. PARTY WALL AGREEMENT. A party wall agreement shall be required for all twindominiums. Said party wall agreement shall be recorded in the office of the Register of Deeds for Vernon County, Wisconsin. All effected owners agree to be bound by the same.

32. SCOPE OF OPERATION, COVENANTS AND RESTRICTIONS. These covenants and restrictions are to run with the land and shall be binding upon all owners and occupants of the property and all persons claiming under them.

33. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant hereinafter contained and such action may be either to restrain violation or recover damages or both; such action may be brought by the owner of any lot described herein, and/or Developer or its designated representative(s).

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

35. TERM. The terms, covenants, conditions, and restrictions set forth in this Declaration shall run with and bind to all of the property, shall inure to the benefit of all owners and mortgagees and their respective heirs, executors, personal representatives administrators, successors, and assigns, and shall be in and remain in effect for a period of twenty (20) years from and after the date hereof, after which time this Declaration shall be automatically renewed and extended for one successive period of ten (10) years, unless an agreement executed by the owners of at least two-thirds or more of the lots or dwellings within the property agreeing to terminate or modify this Declaration has been recorded in the Register of Deeds office of Vernon County, Wisconsin; provided, however, that the easements established, granted and reserved in paragraph nine (9) hereof and otherwise established, granted and reserved by separate document shall continue and remain in full force and effect for the time periods and duration specified herein.

36. AMENDMENT BY DEVELOPER. Until such time as Developer is the owner of none of the lots, Developer may amend the Declaration by a written instrument filed and recorded in the Register of Deeds office of Vernon County, Wisconsin without obtaining the approval of any owner or mortgagee. Any amendment made pursuant to this paragraph thirty-three (33) shall be certified by Developer and shall be effective upon recording of the same in the Register of Deeds office of Vernon County, Wisconsin. Each owner, by acceptance of a deed or other conveyance to a lot, agrees to be bound by all amendments permitted by this paragraph twenty-four (24) and further agrees that, if requested to do so by Developer, such owner will consent to the amendment of this Declaration or any other instrument relating to the Property: (a) if such amendment is necessary to bring any provision hereof into compliance or conformity with the provisions of any law, ordinance, statute, rule, or regulation of any applicable Government Authority or the judicial decision of any state or federal court; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance

coverage with respect to any lots or dwellings; (c) if such amendment is required by any institutional mortgagee in order to enable such institutional mortgagee to make a mortgage loan on any lot or dwelling; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance mortgages on any lots or dwellings within the Property.

37. AMENDMENT BY OWNERS. Amendments to this Declaration, other than those authorized by Paragraph thirty-three (33) above, shall be proposed and adopted by the owners in the following manner:

a. An amendment to this Declaration shall be executed by the owners of at least two-thirds of the lots or dwellings within the Property; provided however, that (1) any amendment which materially and adversely affects the security, title or interest of any institutional mortgagee must be approved by such institutional mortgagee; and (2) during any period in which Developer owns any of the lots, then Developer must approve such proposed amendment.

b. Any such amendment under this Paragraph thirty-four (34) shall be effective upon recording of the same in the Register of Deeds office of Vernon County, Wisconsin.

38. OWNER'S RESPONSIBILITIES. It is the sole responsibility of the Owner to secure approval for all aspects of any proposed Improvement. In the event that any Improvement or aspect thereof is constructed, erected or placed on a any Lot without approval of the Developer, and the Developer requests removal of said Improvement, the Owner will comply with said request promptly and restore the disturbed portion of the Lot to its condition prior to commencement of the Improvement. Any financial loss suffered under these circumstances shall be borne by the Owner alone and the Developer shall be held harmless for the same.

No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any street or on any other Lot. Each Owner shall cause all such dirt, mud, gravel and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of Improvements prior to such vehicle traveling on any street adjacent to the Property. Each Owner shall install and maintain at the Owner's cost all erosion control measures requested by the Committee or the Developer for the purpose of preventing soil material from eroding from the Owner's Lot onto adjacent Lots or the street.

Regardless of the foregoing, it shall be the Owner's responsibility to promptly clean up, repair and restore any damage caused by erosion from the Owner's Lot to adjacent Lots or the street.

The Owner shall maintain all Improvements, including but not limited to, structures of any kind and all landscaping, in a neat, clean and sanitary condition at all times. Dead or diseased vegetation, stumps, weeds, rubbish, debris, garbage and waste material shall be promptly removed from each Lot.

39. BINDING EFFECT. The terms and conditions of this Declaration shall be binding upon each Owner or Occupant and their respective heirs, executors, administrators, personal representatives, successors and assigns and shall inure to the benefit of the Developer and all Owners and their respective heirs, executors, administrators, personal representatives, successors and assigns.

40. INTERPRETATION. In all cases, the provisions set forth and provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Developer, will best effect the intent of the general plan of development for the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective. The provisions of this Declaration shall be given full force and effect, notwithstanding the existence of any zoning or building codes which are less restrictive. The effective date of this Declaration shall be the date hereof. This Declaration shall be construed under and in accordance with the laws of the State of Wisconsin. Venue for any dispute to this Declaration of Restrictions shall be the Circuit Court of Vernon County, Wisconsin.

41. RIGHTS OF THIRD PARTIES. This Declaration shall be recorded for the benefit of Developer, the Owners, the Town of Viroqua and such third parties and entities as are herein or in any other document or instrument granted rights, privileges and easement in the Property, and by such recording, no other adjoining property owners or third parties shall have any right, title or interest whatsoever in the Property or its operation and continuation, in the enforcement of any of the provisions of this Declaration or the right to consent to or approve any amendment or modification to this Declaration.

42. NO TRESPASS. Whenever the Developer, and his respective agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon any Lot to take any action permitted herein, the entering thereon and the taking of such action shall not be deemed a trespass.

43. NO PARTITION. Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

44. RESERVATION OF RIGHTS. Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by Developer to any other party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer.

45. STANDARDS FOR REVIEW. Whenever in this Declaration Developer or his designated representative(s) has the right to approve, consent to or require any action be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer or his designated representative(s), as the case may be.

46. ORAL STATEMENTS. This document represents the entire Declaration of Restrictions. Oral statements or representations by Developer, or any of his respective employees, agents, representatives, successors or assigns shall not be binding on Developer.

47. NOTICES. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing or, if no such address has been so designated, at the address of such Owner's respective Lot. All notices to the Developer or his designated representative(s) shall be delivered or sent in care of Developer to Bruce M. Hill, E7817 County Hwy Y, Viroqua, WI 54665, or to such other address as the Developer may from time to time specify in a notice to the Owners.

48. NON-LIABILITY.

a. The Developer shall not be liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of (i) the development or manner of development or any property within the Addition; or (ii) for any other claim or cause of action arising out of any matter dealing in whole or in part with the creation, implementation or enforcement of these Declarations of Restrictions.

b. The Developer, or his respective successor or assigns, shall not be liable in damages to anyone submitting drawings or specifications to them for approval, or to any Owner or other person by reason of mistake in judgment, negligence, or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve any drawings or specifications. Every Owner or other person who submits drawings or specifications for approval agrees, by submission of such drawings and specifications, that they will not bring any action or suit against the Developer, shall not be deemed to be a representation or warranty that the Owner's drawings or specifications or the actual construction of a residence or other improvement comply with applicable governmental ordinances or regulations. It shall be the sole responsibility of the Owner or other person submitting drawings or specifications to the Developer or performing any construction to comply therewith.

49. ASSIGNMENT. Developer shall have the right to assign any and all of the rights, powers, reservations and duties contained herein to any person or entity who shall thereupon have the same rights powers, reservations and duties as Developer, respectively.

50. NO WAIVER. All rights, remedies and privileges granted to Developer pursuant to the terms and provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same, or any other party, from pursuing such other additional rights, remedies and privileges as may be available to such party at law or in equity. The failure at any time to enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce such covenant, condition or restriction.

IN WITNESS THEREOF, Developer has caused this Declaration to be duly executed as of this 22nd day of April, 2022.



Bruce M. Hill

STATE OF WISCONSIN)

) ss.

COUNTY OF VERNON)

Personally came before me this 22nd day of April, 2022, the above named Bruce M. Hill, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Thomas R. Fortney
Notary Public, State of Wisconsin
My commission Is Permanent.



This Document Drafted By:
Attorney Thomas R. Fortney
115 W. Court St., P.O. Box 469
Viroqua, Wisconsin 54665