March 29, 2011

Keith,

In a discussion you and I had last fall regarding homeowner association covenants, you mentioned that you (The Town) had not previously seen ours and that you would be interested in doing so.

Since that time, our Association held its annual meeting and approved amendments to the original document. While Dale Hustad was being retained by our Association on another matter, we asked him for his opinion of the revised covenants as well.

Our covenants committee has made some minor changes based on Dale's suggestions, and the attached set of covenants are the results of that process. We have not yet taken them to the county to be recorded.

Please let me know if you have any further suggestions before we proceed to have the document implemented.

Sincerely,

Frank Mixdorf, Chair
Spring Woods Landowners Association

(Properties located along the east side of Cty N, just south of Cty NN.)

fcmixdorf@tds.net
or
527-2299

Keith Seward

Amended Declarations of Restrictions and Covenants
For
Spring Woods

The Declarations of Restrictions and Covenants for Spring Woods recorded with the Register of Deeds of Green County, Wisconsin in Volume 650, Pages 853-860 is hereby amended as follows:

To protect and preserve the value of those lands described in Certified Survey Map Nos. 3031, 3032 and 3033, recorded in the office of the Register of Deeds for Green County in Volume 11 of Certified Survey Maps of Green County on Pages 25, 26, 27, 28, 29, 30 and 31 on September 22, 2000, as Document Numbers 409090, 409091, and 409092, located in the Town of New Glarus, Green County, Wisconsin, (hereinafter referred to as Spring Woods), for the mutual benefit and protection of all owners of lots in Spring Woods, the undersigned being the elected officers of the Spring Woods Landowners Association and representatives of all the owners of lots in Spring Woods, hereby covenant and agree that Spring Woods shall be subject to the following protective covenants, easements and servitudes which are to run with the land and shall be binding on all present and future owners of lots in Spring Woods.

TERMS:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years after which time these covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. No lot shall at any time be subdivided nor sold except as a whole but this restriction shall not prevent the conveyance of any part of a lot to the owner or owners of an adjoining lot or lands.

ENFORCEMENT:

Enforcement of any right herein granted shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to enjoin a violation or to recover damages.

SEVERABILITY:

Invalidation of any one of the covenants or restrictions herein contained by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. All of the covenants and restrictions herein contained are severable and divisible; and a finding that any restriction or covenant herein is unenforceable, invalid, illegal or unconstitutional shall not affect any of the other restrictions or covenants herein.

LAND USE AND BUILDING TYPE:

All lots shall be restricted to use for single family residential purposes. Multi-family dwellings are prohibited. No manufacturing or commercial business activity shall be carried on at any

lot including raising domestic pets for sale. This restriction shall not be construed as prohibiting a person from using a portion of that person's home for purposes related to their employment.

In addition to the restrictions stated above, the following uses are prohibited:

a. community living arrangements of any size;
b. municipal buildings; and
c. sheltered facilities for battered women or other persons.

COMMON AREA:

Outlot 3 of CSM No. 3033 shall remain as an undeveloped green space for the recreational use and benefit of all lot owners and their families. Each lot owner shall have an appurtenant undivided fractional interest in the common area outlots, in proportion to the number of lots owned. All deeds and any other conveyances of any lot in Spring Woods shall be deemed to include such undivided interest in the common area outlots, whether or not so specifically stated in any such deed or other conveyance.

No noxious or offensive activity shall be permitted within the common area, nor shall anything be done thereon which may be or may become an annoyance to other lot owners. There shall not be permitted in any common area:

a. the discharge of firearms, hand or shoulder firearms of powder driven projectiles; or
b. the use of off road recreational vehicles such as motorcycles, 3 wheelers, 4 wheelers and snowmobiles.

The common area will be available for Spring Woods Landowners Association activities, neighborhood gatherings and for family parties or picnics.

It is the responsibility of all owners to keep the common area free of garbage and refuse. Enforcement of the rules of the common area shall be carried out by the Spring Woods Landowners Association which may set such additional rules for usage of the common area as it deems appropriate.

Any improvements or alterations of the common area will be subject to the Spring Woods Landowners Association vote, with each lot owner counting as one vote. Lot owners owning more than one lot will receive one vote for each lot they own. A majority vote will be needed for approval of improvements or alterations.

DWELLING SIZES:

The minimum ground floor area of each single-family dwelling, exclusive of one-story porches and attached garages shall be:

a. not less than 2000 square feet for a one-story dwelling;
b. not less than 1800 square feet for a dwelling of more than one story;
c. all homes must have a minimum attached three car garage.
d. Any single-family dwelling, which has a one stall garage in the lower level, must also have an attached two car garage.

e. Homes above 2000 square feet are allowed one additional garage stall for each 600 square feet, above the minimum 2000 square feet.

OUTBUILDINGS:

Lot 1 CSM 2577, being greater than five (5) acres, may have not more than one detached outbuilding on the lot. The original outbuilding shall not be altered in square feet.
No other lot subject to these restrictions and covenants may have outbuildings, other than one gazebo-type structure with the size, location and design to be approved by a majority vote of the Association.

ARCHITECTURAL CONTROL:

No dwelling, building or structure shall be erected, placed or altered on any undeveloped lot until the construction plans and specifications and a plan showing the location of the structure have been approved by a majority vote of the Association as to the quality of workmanship and materials, harmony of exterior design with existing structures in the subdivision and as to location with respect to topography and finish grade elevation. These same guidelines shall apply to those outbuildings which are allowed.

There shall be no underground oil or gas tanks. There shall be no above ground oil tanks, gas tanks or liquid propane tanks unless any such tank is placed in an unobtrusive location or obscured by appropriate fencing or landscaping. Oil tanks for home heating may be installed in the basement of the dwelling.

Fences may be located on lots, subject to the following:

a. No fence shall be located within what would be the right-of-way for a public road (thirty-three feet from center of road) without Association approval.
b. No fence located on a rear yard or on a lot line abutting a rear yard shall exceed six feet in height.
c. No fence located on any part of a lot other than a rear yard or upon any lot line or part thereof that does not abut a rear yard shall exceed four feet in height without Association approval.
d. All fences shall be constructed, maintained and kept in a state of good repair.
e. The side of a fence facing away from the lot upon which, or for the benefit of which, the fence is placed shall be constructed and finished in a way that presents a reasonably attractive view from adjoining properties, roadways, or common areas.
f. No fence shall be constructed or decorated in a way that presents a safety hazard for persons on adjoining properties or persons traveling in common areas and roadways.

BUILDING SITE LOCATIONS:

A steel post painted orange is placed on the undeveloped lots to represent the location of the dwelling. Locations of each dwelling on the undeveloped lots shall be described as follows:

Lot 3 of CSM 3033: The building site shall be 95' from the Northwest corner to monument 119' from the Northeast corner to monument.

Lot 6 of CSM 3031: The building site shall be 204' from the Southwest corner to monument 160' from the Southeast corner to monument.

SEPTIC FIELD DESIGN:

All mound septic drain fields shall be landscaped such that the grade on the up-slope side of the mound shall achieve a 1:10 slope (10%) or less.

EASEMENTS:

Easements for installation and maintenance of utilities are reserved as shown for on the recorded Certified Survey Maps. Within these easements, no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, unless approved by the relevant utility company. The easement area of each lot and all improvements shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ROADWAY EASEMENTS:

All lot owners are granted a non-exclusive driveway easement for access to their lots across a roadway designated as Outlot 1 of Certified Survey Map 3032, for the benefit of the owners, their families and guests. That part of the private roadway serving Lots 1 and 2 of Certified Survey Map 3032, Lot 3 of Certified Survey Map 3033 and Lot 4 of Certified Survey Map 3031, herein referred to as the main road may be conveyed to the Town of New Glarus if accepted by such town and dedicated as a town road. It is anticipated that the road ending in a cul de sac serving lots 5, 6 and 7 of Certified Survey Map 3031 will remain as a private road. All lot owners shall share in construction and maintenance costs as set forth herein unless the main road is dedicated to the township. In that case, only owners of Lots 5, 6 and 7 of Certified Survey Map 3031 shall continue to share in the cost of maintaining the private road serving those lots.

ROADWAY CONSTRUCTION and MAINTENANCE:

The owners of the lots of Spring Woods shall maintain the roadways in good repair with the cost of the maintenance to be shared by the owner of each lot (1/7 per lot). Developed lots will proportionately share snow removal costs of the private roadways servicing their lots. The Spring Woods Landowners Association may agree to pave both roadways in the future by a majority vote of all lot owners, with owners owning more than one lot to receive one vote for each lot they own. The Spring Woods Landowners Association may dedicate all or part of the main road to New Glarus Township (subject to the township's approval) upon a majority vote of the lot owners.

SPRING WOODS LANDOWNERS ASSOCIATION:

a. Annual Meeting: The Association shall hold an annual meeting of all parties who own lots covered by these restrictions. Said annual meeting shall take place in the month of August. Notice by first class mail or email shall be given to all parties at least 30

days prior to the meeting date. A chairperson, secretary and treasurer shall be elected to a two year term at the annual meeting. The meeting shall be conducted according to Robert's Rules of Order. If any action is taken at the meeting, it shall be by voice vote or open ballot with each lot having one vote, whether or not it is owned by more than one party. Proxy votes shall be accepted. Special meetings may also be called on behalf of the Association as necessary by the chairperson or three (3) lot owners with notice as provided for annual meetings.

b. Annual Assessment. Each lot owner shall be required to pay an assessment for roadway maintenance and repair as long as the Association does not dedicate the main road to the Town of New Glarus. The annual assessment will be determined at the annual meeting and may be adjusted from year to year depending on the actual expenses incurred for roadway maintenance and repair according to the formula set forth in this agreement. The Spring Woods Landowners Association can make special assessments, for example, for the preservation or maintenance of the common area or the paving of the roadways, should the need arise.
c. Annual Accounting. The treasurer shall provide to all landowners an accounting of all assessments and expenses on an annual basis with the period ending June 30 of each year. Said accounting shall be sent with the annual meeting notice.
d. Lien for nonpayment. Should any party hereto, or any person required to pay a share of roadway maintenance, snow plowing, common area improvement charges, or any other special assessment, fail to pay the same, the unpaid charge shall constitute a lien upon the premises of the party liable therefore, and in addition such party may be barred from use of the roadways. Any unpaid charges shall be assessed interest at the rate of 18% per annum if the charge remains unpaid for more than 30 days. Any legal fees and costs incurred in the collection of said unpaid charges shall be added to the party's assessment and lien.

DRIVEWAYS and WALKWAYS:

All walkways, driveways and aprons, installed or redone after August 12, 2010, shall be concrete, blacktop or pavers, with a minimum thickness of three inches. The apron on the front of the garage shall be at minimum the same width as the garage. Prior to road paving, and other than the apron and walkways, driveways may be of a gravel composition. When the road is paved, driveways and walkways shall be completed within twelve months of occupancy, weather permitting and allowing for the settling of fill.

NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. There shall not be permitted on any lot:

a. the discharge of firearms, hand or shoulder firearms of powder driven projectiles;
b. the use of off road vehicles such as motorcycles, 3 wheelers, 4 wheelers and snowmobiles;
c. the burning of construction materials, trash, garbage or grass clippings in barrels, fire pits or openly.

LANDSCAPES:

All lot areas not used as a building site, lawn or under cultivation of a family garden shall be kept under a cover crop or maintained as a prairie to keep the property free of noxious weeds. Each lot shall be kept neat in appearance. A family garden shall be no larger than approximately 50 feet by 50 feet. No row crops or other agricultural products (e.g. corn and soybeans) shall be grown outside the family garden, except alfalfa or small grains (e.g. wheat or oats). No commercial orchards, tree farms or nurseries are permitted. No wood piles shall be kept outside a structure unless they are neatly stacked, placed in the rear yard only and screened from view by plantings or a fence. Open air composting of natural vegetation is restricted to an area within 20 feet of the rear property line and must be screened from view using landscape or earthen berms.

Controlled burns of prairie grasses are recommended and may be conducted in early spring or late fall, so as long as notification has been given, or permission granted, by the appropriate county or town authorities.

TEMPORARY STRUCTURES:

No structure of a temporary character, i.e., trailer, basement, tent, shack, shed, garage, barn or other outbuilding shall be used on any lot at any time as a permanent condition. Any residence constructed upon any lot shall be completed within one year after the beginning of construction thereof.

GARBAGE and RECYCLING CONTAINERS:

Garbage and recycling containers must be stored in an enclosed area attached to the house or in a garage, or other Association approved location. Construction/remodeling dumpsters or waste containers should be removed within 30 days after the issuance of an occupancy permit or after the completion and final inspection of a remodeling project, unless approved by the Association. Homeowners are encouraged to separate recyclable materials, defined by Township ordinance, for pickup on the designated days.

SIGNS, MAILBOXES and NEWSPAPER DROPS:

No sign of any kind shall be displayed to public view on any lot except:

a. one sign of not more than six square feet on a lot advertising a garage sale, the property for sale or rent; or
b. a sign used by a builder to advertise the property during construction and sales period; or
c. a sign approved by the Association, e.g., a "Private Road" sign or a sign identifying the development as "Spring Woods Estates" or a sign for an "in home business".

All additional or replaced mailboxes and newspaper drops and their location shall be approved by the Association and the United States Postal Service. Maintenance of individual mailboxes and newspaper drops shall be by the homeowner.

ANIMALS:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets, provided they are not kept, bred or maintained for any

commercial purpose. Owners of a lot may keep dogs or cats or a combination of these, not to exceed six in total. Dogs and cats must be leashed at all times when outside of the home property or run, in accordance with town ordinances. Pet structures (pens, runs) must be behind the home or garage and no more than 600 square feet in size.

STORAGE:

The long term (over 90 days) storage of unused automobiles, trucks, tractors, heavy equipment, boats, personal water craft, open or closed trailers, travel trailers, mobile homes, campers, snowmobiles, motorcycles, golf carts or any other recreational vehicle is prohibited unless kept in a garage.

LIGHTING:

Exterior lighting is to be low voltage for walkways, driveways, porches, decks, patios and pools in order to maintain the integrity of the subdivision.

SWIMMING POOLS and HOT TUBS:

Any swimming pools must be in-ground and contiguous to the house. The area surrounding the pool must be concrete or masonry. The pool area must be landscaped and fenced for safety. All fencing must be consistent with the house design and color. Hot tubs may be in-ground or above ground or on a deck or patio. A hot tub in the ground or patio must be fenced and be consistent with the house design and color.

AMENDMENT and CHANGE:

These restrictions and covenants may be amended by majority vote of the lot owners, with any lot owner owning more than one lot to receive one vote for each lot owned.

Dated and Amended this 12th day of August, 2010

Spring Woods Landowners Association

Chairperson, Frank Mixdorf _____

Secretary, Brooke Hoesly _____

Acknowledgement

STATE OF WISCONSIN)
) ss.
COUNTY OF GREEN)

Personally came before me this _____ day of _____, 2011, the above-named Frank Mixdorf and Brooke Hoesly, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____

This instrument was originally drafted by Attourney Thomas J. Vale, a member of the firm of Duxstad, Vale, Bestul & Gartzke, S.C., 1112 17th Avenue, Box 737, Monroe, WI 53566. Phone: 608/325-4924.