

DOCUMENT NO.

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**SECOND AMENDMENT TO THE RESTATED
DECLARATION OF COVENANTS AND
RESTRICTIONS FOR WESTWYNDE AND ANY
FUTURE ADDITIONS TO WESTWYNDE,
IN THE VILLAGE OF PRAIRIE DU SAC,
SAUK COUNTY, WISCONSIN**

SECOND AMENDMENT TO THE RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WESTWYNDE made this 23rd day of August, 2017;

RECITALS

WHEREAS, the Declaration of Covenants and Restrictions for Westwynde and any Future Additions to Westwynde, in the Village of Prairie du Sac, Sauk County, Wisconsin, dated September 28, 2004, was duly recorded in the office of the Sauk County Register of Deeds on September 29, 2004, as Document No. 849583; Restated Declaration of Covenants and Restrictions for Westwynde and any Future Additions to Westwynde in the Village of Prairie du Sac, Sauk County, Wisconsin, dated October 25, 2004, was duly recorded in the office of the Sauk County Register of Deeds on October 27, 2004, as Document No. 851681; and First Amendment to Restated Declaration of Covenants and Restrictions for Westwynde and any Future Additions to Westwynde, in the Village of Prairie du Sac, Sauk County, Wisconsin, dated December 22, 2005, was duly recorded in the office of the Sauk County Register of Deeds on January 20, 2006, as Document No. 897704 (hereinafter "Declaration"); and,

Return to:
Koeck Kirk & Graves Ltd.
P.O. Box 9
Prairie du Sac, WI 53578

Pins: See Attached.

WHEREAS, Developer, Ganser Construction, Inc. is developing the next phase of Westwynde, referred to as the West Village Addition to Westwynde; and

WHEREAS, the West Village Addition to Westwynde consists of Lots 200-232; and

WHEREAS, this Second Amendment to the Restated Declaration of Covenants and Restrictions for the Plat of Westwynde shall only affect Lots 200-232 of the West Village Addition to Westwynde and shall not affect any previously developed phases of Westwynde;

NOW, THEREFORE, the Developer, hereby declares that the Declaration be amended as follows:

AMENDMENT

This Second Amendment shall only affect Lots 200-232 of the West Village Addition to

Westwynde, Village of Prairie du Sac, Sauk County, Wisconsin.

1. **Use.** Lots shall be used exclusively for single-family detached residences, except as provided in paragraph 13 herein.
2. **House Size.** Each residential structure shall have a minimum of the following floor area of finished living space:
 - a. Single-story houses shall have a minimum 1,400 square feet, excluding the garage.
 - b. Split-level and bi-level houses shall have a minimum of 1,400 square feet on the two main living areas, excluding the garage.
 - c. Raised ranches shall have a minimum of 1,400 square feet on the main level, excluding the garage.
 - d. Two-story houses shall have a minimum of 1,800 square feet on the first and second floor areas of the house, excluding the garage.
 - e. For the purpose of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages, and basements, even if finished for recreational use, shall be excluded.
 - f. The ACC shall have the power in its discretion to waive these minimum areas where the architecture and quality of the proposed house represents an appearance compatible with other houses in the Subdivision.
3. **Roof Pitch.** All buildings shall have a minimum roof pitch of 5 to 12, unless the ACC, in its sole discretion, gives prior written approval to a different pitch.
4. **Fascia.**
 - a. All fascia shall be a minimum of 8" in height.
 - b. Aluminum, Vinyl, LP Smartside, or cement board soffits and fascia will be allowed.
5. **Windows and Window Treatment.** Each of the four elevations on a residential structure shall have at least one full-sized 3' x 4' window. Every window on the front and side elevations of a residential structure shall have either shutters or a 1" x 4" window wrap.
6. **Color Schemes.** Desired color schemes shall be submitted to the ACC for approval. The ACC shall consider color schemes on an individual basis, taking into consideration neighboring color schemes.

7. **Construction Deadline.** Construction of all single-family buildings within the West Village Addition to Westwynde Subdivision shall be completed within ten (10) months after issuance of a building permit for the building.
8. **Street Terrace Trees.** The Developer will plant terrace trees.
9. **Garages.**
 - a. Each single-family residential structure constructed on any lot shall have an attached garage that contains not less than two, nor more than three, automobile garage stalls. All garage doors facing a street shall have a standard height set by the ACC. The ACC shall encourage all corner Lots to have side-entry garages.
 - b. It is important that the garage door(s) does not dominate the architectural presence of the public street façade and this shall be taken into account by the ACC. The garage shall not extend more than 8' from the habitable part of the home. A covered porch can be considered habitable space, but is limited to 6' in depth when enforcing the need for the garage to be less prominent.
10. **Yard Seeding and Sodding.** Street terraces, front yards, side yards and rear yards may be sodded or seeded. All sodding and seeding shall be completed within thirty (30) days of completion of construction, weather permitting. If weather conditions delay completion of sodding or seeding, sodding or seeding shall be completed as soon as weather permits.
11. **Plantings.** Each lot owner shall spend a minimum of \$2,000.00 on plantings, which shall include a minimum of two hardwood trees 2" in diameter, and a minimum of \$1,000.00 on plantings in the front yard of the Owner's Lot. Said work shall be completed within sixty (60) days of completion of home construction, weather permitting.
12. **Mailboxes and Post Lights.** Mailboxes shall be installed on the property line with two (2) mailboxes per post. Developer to provide mailbox and post. Exterior post lights shall not be required.
13. **Agricultural Use by Developer.** The Developer may use lands owned by Developer for any agricultural purposes and uses.
14. **Sign Easement.** As depicted on the Plat for the West Village Addition to Westwynde Subdivision, Lot 223 shall be subject to a perpetual sign easement. Developer shall obtain approvals from the Village of Prairie du Sac Planning Commission as to the location, size and style of the sign.

15. **Sign Maintenance and Repair.** A sign easement has been recorded for Lot 223. The Neighborhood Association shall maintain the sign and the landscaping located within the sign easement.
16. **Collection of Assessments.** The Westwynde Owners Association shall collect an initial and annual assessments as provided in its Bylaws and in the Declaration, and any amendments thereto. The current initial assessment is \$100.00, due upon the initial lot sale by Developer. The current annual assessment is \$100.00 per year. The Westwynde Owners Association may from time to time adjust the initial and annual assessment without any need to amend this Section 16. Any person considering the purchase of a lot should request current initial and annual assessments.
17. **High Pressure Gas Main Easement.** Lots 207, 208, and 210 are subject to and affected by a high-pressure gas main easement.
18. **Construction Access.** All construction equipment and truck access is limited to the lot where the lot construction has commenced. The lot owner is responsible for the immediate repair or replacement of any curb, gutter, sidewalk, blacktop or terrace trees damaged by their access.
19. **Debris Requirements.** No lot owner shall dispose of debris, building materials, or redi-mix on any lot or dead end street in the subdivision.

Except as amended by the terms and conditions of this Second Amendment, the terms and conditions of the Declaration of Covenants and Restrictions for Westwynde, Restated Declaration of Covenants and Restrictions for Westwynde and First Amendment to Restated Declaration of Covenants and Restrictions, shall remain in full force and effect. In the event of a conflict of terms, the terms of this Second Amendment shall supersede those of the Declaration, Restated Declaration of Covenants and Restrictions and First Amendment to Restated Declaration of Covenants and Restrictions. The terms and conditions of this Second Amendment shall be binding upon the parties hereto, together with their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Restated Declaration as of the date and year first written above.

**GANSER CONSTRUCTION, INC.,
DEVELOPER**

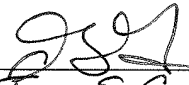


John J. Ganser, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

Personally came before me this 28rd day of August, 2017, the above-named John J. Ganser, President of Ganser Construction, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.



* Jama S. Graves
Notary Public, State of Wisconsin
My commission is permanent.

Drafted by Attorney Jama S. Graves
Koeck Kirk & Graves Ltd.
634 Water Street – P.O. Box 9
Prairie du Sac, WI 53578-0009
(608) 643-2456

Parcel Nos.: 172-2000; 172-2010; 172-2020; 172-2030; 172-2040; 172-2050; 172-2060; 172-2070; 172-2080; 172-2090; 172-2100; 172-2110; 172-2120; 172-2130; 172-2140; 172-2150; 172-2160; 172-2170; 172-2180; 172-2190; 172-2200; 172-2210; 172-2220; 172-2230; 172-2240; 172-2250; 172-2260; 172-2270; 172-2280; 172-2290; 172-2300; 172-2310; 172-2320