

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE HARBOR, VAN AELSTYN'S REPLAT OF HOESCHLER'S PARK PLAZA ADDITION**

This Declaration is made and entered into the _____ day of _____, 2013 by
County of La Crosse a Wisconsin corporation (hereinafter referred to as Declarants).

WITNESSETH:

WHEREAS, the Declarants are the owners of the real property situated in the
County of La Crosse, State of Wisconsin, legally described on Exhibit "A" attached hereto
and incorporated herein by reference ("the property").

WHEREAS, the Declarants desire to establish certain standards covering the
Property by means of protective covenants to ensure the lasting beauty, value, and
enjoyment of the Property; to this end and for the benefit of the Property and the
Owners thereof, the Declarants desire to subject the Property to easements, covenants,
conditions, restrictions, charges, as hereinafter set forth.

NOW, THEREFORE, the Declarants hereby publish and declare that the Property
shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to
the following easements, covenants, conditions, and restrictions which shall run with
the Property and shall be binding upon and inure to the benefit of all parties having any
right, title, or interest in the Property or any portion thereof, their heirs, personal
representatives, successors, and assigns.

ARTICLE I. DEFINITIONS

Section 1: "Residence" shall mean and refer to any of the following residential
dwellings placed on a Lot: (a) single-family dwelling; (b) duplex dwelling; (c) two single
family units, zero lot line attached dwelling ("twindominium") or (d) multi-family
dwelling for three or more attached units.

Section 2: "Owner" shall mean and refer to the record owner, whether one or
more persons or entities, of the fee simple title to any Lot.

Section 3: The word "Declarant" shall mean and refer to La Crosse County, a
Wisconsin corporation.

Section 4: The word "Developer" shall mean and refer to West Coast
Development, LLC, a Wisconsin limited liability company.

Section 5: The word "Properties" or "Property" shall mean and refer to all of the real property subject to this Declaration, and all improvements now or hereafter located thereon.

Section 6: The word "Tenant" shall mean and refer to one or more persons or entities who have legally leased any Residence in Stoddard Heights from an Owner.

Section 7: The word "twindominium" shall mean and refer to two single family units, zero lot line attached dwelling used for residence purposes.

ARTICLE II. USE RESTRICTIONS

Section 1: Land Use and Building Type. No building or other structure shall be erected, altered, placed, or permitted to remain on any Lot other than the following: (a) one (1) single-family residence; (b) one (1) duplex residence; (c) one (1) two single family units, zero lot line attached dwelling residence ("twindominium") or (d) multi-family dwelling consisting of three or more attached units per Lot. Any of the approved Residences may have ~~both a garage and one (1) shed.~~

Section 2: Grass. The entire yard of each Lot shall be sodded or seeded or landscaped within two (2) months of the issuance of a certificate of occupancy and thereafter maintained. At the time of construction, or as soon thereafter as weather permits, the Owner shall plant at least one shade tree in the front yard for each Lot within 25 feet of the Lot's frontage. All trees planted in said yard area must be in compliance with any laws, regulations, rules or ordinances of any governmental entity having jurisdiction over the Property that are applicable to landscaping.

Section 3: Antennas and Satellite Dishes. Any antenna or other device for the transmission or reception of television or radio signals shall be no more than 5 feet above the roof height and satellite dishes no more the 24" in diameter.

Section 4: Maintenance of Lots and Improvements. Owners of Lots shall keep or cause to be kept all buildings, fences, and other structures and all landscaping located on their property in good repair. Rubbish, refuse, garbage, and other solid, semi-solid, and liquid waste shall be kept within sealed containers, shall not be allowed to accumulate on any Lot, and shall be disposed of in a sanitary manner. No Lot shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition and shall be stored inside a garage or other approved structure. No trash, litter, or junk shall be permitted to remain exposed upon any Lot and visible from adjacent streets or other Lots. Burning of trash on any Lot shall be prohibited. No lumber or other building materials shall be stored or permitted to remain on any Lot unless screened from view from other Lots and from the streets, except for reasonable storage during construction. Weeds, grasses, and similar

vegetation shall not exceed twelve (12) inches in height on vacant Lots. Improved Lots shall be landscaped pursuant to a landscape plan approved by the Developer.

Section 5: Nuisance. Nothing shall be done or permitted on any Lot which is or may become a nuisance. No obnoxious or offensive activities or commercial business or trades shall be conducted on any Lot, except home occupations as defined and permitted by the applicable zoning resolution of the governmental entity having jurisdiction over the property.

Section 6: Household Pets. Household pets, such as dogs and cats, shall be permitted on any Lot, provided that said pets are restricted by leash or chain or confined by fence within the Lot or are properly trained and are at all times within the control of and controlled by the Owner or Tenant.

Section 7: Damage or Destruction of Improvements. In the event any Residence or other structure constructed on a Lot is damaged, either in whole or in part, by fire or other casualty, said Residence or other structure shall be rebuilt or remodeled within a reasonable period of time from the date of said damage or destruction to comply with this declaration; or in the alternative, if the Residence or other structure is not to be rebuilt, all remaining portions of the damaged structure, including the foundation and all debris, shall be removed from the Lot within fourteen (14) days of said damage or destruction, and the Lot shall be restored to its natural condition existing prior to the construction of the Residence or other structure.

Section 8: Mechanical Components. All air conditioning, refrigeration, cooling, heating, or other mechanical equipment or system which is located outside of a Residence or other structure on a Lot shall be screened from view from other Lots and from the streets by fencing or landscaping.

Section 9: No Violation of Law. Nothing shall be done or kept in or on any portion of the Property by a Lot Owner or Tenant which would be in violation of any statute, rule, ordinance, regulation, permit, or validly imposed requirement of any governmental body having jurisdiction over the Property.

Section 10: No Hazardous Activities. No activities shall be conducted on a Lot or within improvements constructed on the Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot, and no open fires shall be lighted or permitted on a Lot except in a contained barbecue unit while attended and for cooking purposes or within a safe and well-designed interior fireplace.

Section 11: No Annoying Light, Sound or Odors. No light shall be emitted from any Lot which is unreasonably bright or which causes unreasonable glare; no sound shall

be emitted on any Lot which is unreasonably loud or annoying; and no odor shall be emitted on any Lot which is noxious or offensive to others.

Section 12: Garbage and Refuse Disposal. No garbage, refuse, rubbish, or cutting shall be deposited on any street and not on any Lots unless placed in a suitable container located solely for the purpose of garbage pickup. All equipment used for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 13: Repair of Motor Vehicles. No activity, such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers, and boats may be performed on any Lot.

Section 14: Restrictions on Parking and Storage. Driveways shall not be used for parking or storing of boats, snowmobiles, trailers, camping vehicles, or other recreational vehicles, or for parking of trucks or other commercial vehicles.

Section 15: Dirt or fill excavated. All dirt or fill excavated from the respective Lots belongs solely to the Developer. No Owner or Tenant may remove any fill or dirt from his respective Lot unless he received the Developer's prior written approval to remove it.

Section 16: Fences. Any fences which are constructed on any Lot must be built with pvc fencing material or other such materials as approved by the Architectural Review Committee.

Section 17: Storage of Firewood. No firewood shall be stored within the front or side areas of any Lot and no firewood shall be stored on the premises except in inside storage areas.

ARTICLE III. ENVIRONMENTAL AND ARCHITECTURAL CONTROL

Section 1: Approval by Architectural Review Committee: No building shall be erected, placed or altered on any Lot unless a set of building plans has been first submitted to the Developer, or the duly selected agent of the Developer, not less than 30 days prior to the start of construction. The submitted building plans shall include, but is not limited to the following: (1) plans for all proposed improvements of all types, which shall include specifications designating sizes, dimensions, materials, structural systems, and samples of exterior colors and materials; (2) site plan showing the location and design of all buildings, fences, roadways, parking area, and utility locations indicating the dimensions thereof; (3) if separate, a site plan showing all grading, landscaping, and fencing; (4) if required, payment of anticipated architect's or engineer's fee; and (5) any other information as may be reasonably required by the Developer in order to ensure compliance with this Declaration.

All buildings must be in harmony with the external design and building size of existing structures and as to location, with respect to topography, finish grade elevations and exterior building locations. It is the intention of this provision to preserve the natural grade and terrain and general appearance of the area insofar as possible, and to eliminate any excessive cut or fill, in order to perpetrate and exemplify the natural beauty of the area for the benefit of Owners and Tenants of the Lots.

The Developer shall have the right to hire an architect or engineer to assist the Developer in reviewing any plans or specifications submitted to the Developer, and the applicant shall be obligated to pay the fee of such architect or engineer, not to exceed Three Hundred Dollars (\$300). The Developer shall have 30 days to approve or reject the building plans submitted pursuant to this paragraph. Said approval shall be in writing or indicated by endorsement on the plan and specifications submitted for approval. The Developer may deny a request for approval of a building even though the proposed building meets the minimum square footage requirements if the building is not in harmony with the character of the subdivision and nature of building design within the area.

Approval by the Developer shall be in writing or indicated by endorsement on the plan and specifications submitted for approval. Building plans not formally approved or rejected in 30 days shall be deemed approved unless enjoined by a court of competent jurisdiction. However, no building or other structure shall be erected or allowed to remain on any Lot which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license by the governmental authority having jurisdiction over the Lot shall not prevent or prohibit the Developer or an Owner from enforcing the terms and provisions of this Declaration; and approval by the Developer of plans and specifications submitted to it shall not constitute any representation that such plans and specifications comply with applicable zoning ordinances or building codes.

All development and improvements on a Lot is subject to City of La Crosse's Planned Development District Zoning and Multi Family Design Standards.

Section 2: Variances. Upon written application detailing good and sufficient grounds, the Developer shall have the power to grant exceptions or variances to the requirements of this Declaration. A variance or exception may be granted by the Developer when the variance or exception is reasonably consistent with the intents and purposes of this Declaration and not materially detrimental or injurious to other properties to which this Declaration applies. Any such variance shall not be deemed a waiver of the same requirement in any other instance.

Section 3: Correction of Defects. The Developer, or its duly authorized representative, may at any time inspect any improvement for which approval of plans is required under this Article; provided, however, that the Developer's right of inspection

of improvements shall terminate thirty (30) days after the work or improvement has been completed and the respective Owner shall have given written notice to the Developer of such completion. No oral notice to Developer shall be sufficient to give notice of completion. The Developer's right to inspection shall not be terminated pursuant to this paragraph in the event plans for work or improvements have not been previously submitted to and approved by the Developer. If, as a result of any such inspection, the Developer finds that such improvement has been initiated without obtaining approval of the plans therefor or is not being constructed in substantial compliance with the plans approved by the Developer, the Developer shall have the right to initiate a civil action seeking injunctive relief against the Owner of a Lot who is initiating improvements without compliance with the Architectural Control provisions of this Declaration. Should the Developer be successful in obtaining injunctive relief against the Owner, the Developer shall be entitled to receive from the Owner all costs of the action, including reasonable attorney's fees. It is the intent of the Declaration to give the Developer the ability to prevent any construction within the Property of any type of improvement that has not been previously approved by the Developer.

If the Developer fails to notify the Owner of any noncompliance with the previously submitted and approved plans within thirty (30) days after receipt of written notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans. It is the duty of each Owner to contact the Developer prior to commencing improvements to confirm whether the original application has been approved or disapproved. The Developer may mail its decision as to approval or disapproval of the original application to the applicant, but in the event the Developer does not mail its decision or if the applicant does not receive the decision, the applicant must not commence construction until the applicant verifies approval or disapproval with the Developer.

~~Section 4: Liability~~ Section 4: Liability. The Developer shall not be liable to any Owner for any loss, cost, expense, or damage, including but not limited to attorney's fees, suffered by such Owner as a result of any decision made by the Developer unless such action is taken in bad faith or with malice against the Owner.

ARTICLE IV. EASEMENTS

The location of the easements, including the utility easements, is shown on the plat map attached hereto as Exhibit B. All Owners shall purchase their respective Lots subject to all easements as shown on the plat map attached hereto as Exhibit B and any other recorded or observable easements.

ARTICLE V. PREVIOUSLY ERECTED BUILDINGS

No building previously erected elsewhere on a permanent foundation shall be moved on to any Lot.

ARTICLE VI. CONSTRUCTION PERIOD

Any building erected on any Lot shall be completed within 8 months from date of commencement, and no building shall be allowed to remain with tar paper, building paper sheathing, or similar covering, for a period longer than one (1) month. Exterior to be finished as soon as possible.

ARTICLE VII. ENVIRONMENTAL AND ARCHITECTURAL CONTROL SUCCESSION

While the Developer retains ownership of any Lot in the subject areas, environmental and architectural control shall be determined by the Developer or its duly authorized agent.

In the event of the death or resignation of the Developer from its duties in regard to environmental and architectural control, a successor committee consisting of three Lot Owners shall be elected by the majority of the fee Owners of the Lots in Stoddard Heights, with one vote being cast for each Lot in the subdivision. The vote for any Lot in which a twindominium is constructed shall be split equally among the unit owner(s) of the respective twindominiums so that there is still only one vote for that particular Lot. A unit owner of a twindominium may be on the committee.

ARTICLE VIII. VACANT LOTS

Vacant Lots shall not be used for the storage of any materials, vehicles, boats, firewood and the like. Weeds shall be controlled in conformity with municipal ordinances.

ARTICLE IX. DRAINAGE

Run-off shall not be altered in any such way as to cause increased drainage upon any adjoining Lot in the subdivision and shall be completed pursuant to the City of La Crosse and La Crosse County Ordinances as well as any other regulations, rules, or statutes of any governmental body having jurisdiction over the Property.

Drainage from each Lot shall be directed in such a way as to direct flow to the Lot's lot lines and not directly, or indirectly, to any structure located elsewhere in this subdivision or adjacent Subdivisions.

ARTICLE X. ADDITIONAL CONDITIONS FOR MAINTENANCE OF TWINDOMINIUMS

In addition to the other provisions of this Declaration, the Owner(s) of all Lots upon which a twindominium is constructed shall comply with the following for maintenance.

Section 1: The Owner(s) of each of the two units located on each Lot shall own as an appurtenance thereof, a fifty percent (50%) interest as tenants in common, in the common elements of the building.

Section 2: The common elements of the building will be defined in the maintenance agreement executed for each Lot as required below in Section 9, Article X.

The unit Owner(s) shall jointly maintain and repair or replace these common areas sharing the cost equally. In the event of the failure of one unit owner to pay the proportionate cost of maintenance or repair when due, the amount thereof shall constitute a lien on the interest of said Owner.

Section 3: In the event of repair or replacement of the roof is required, all portions of said roof shall be covered with the same roofing material.

Section 4: In the event of painting or replacing siding, such siding on the entire premises shall be with the same material or color of paint.

Section 5: Maintenance of these common elements is to include repair, renovation, restoration, reconstruction, rebuilding, or replacement as may be necessary to maintain the two single family unit, zero lot line, attached dwelling property in the same condition as when constructed.

Section 6: The Owner(s) of each such unit shall maintain the exterior grounds including trees and shrubs and shall not cause or allow any noxious weeds or plants to grow on the individual grounds and shall cause same to be removed when the same exist.

Section 7: The architectural integrity of the building and the appearance of the grounds are of primary importance and in this regard, any additions or renovations to either unit shall not be constructed unless and until the addition is approved by the Developer, or its duly authorized agent. The front yard shall remain unencumbered within the exception of landscaping and no modification of the units shall be permitted without the express written consent of the Owners of both units. Modifications to provide for the installation of solar or modular heating units shall not be installed in any of the yards and shall only be installed after approval by the Developer, or its duly authorized agent.

Section 8: The Owner(s) of each of the units shall insure their respective units and their interest in the common elements defined herein for at least one hundred

percent of the replacement cost of each of the Owner(s)' units and the Owner(s)' interest in the common elements at the time of loss, with fire and extended coverage insurance, including vandalism. The Owner(s) of each unit shall provide a certificate of insurance to the other Owner(s) issued by her/his/its insurance company showing that such insurance is in full force and effect. Such certificate shall be furnished annually, and it shall contain provision that the Owner(s) of the other unit shall receive ten (10) days' notice of cancellation or expiration of such insurance. In the event of a fire or other peril causing partial or total destruction of any unit, the Owner(s) thereof shall be obligated to repair or replace such damage at the earliest possible date. Such repair or replacement shall be in accordance with the other terms and conditions of this Declaration.

Section 9: The Owner(s) of each of the units shall be required to execute a document in recordable form agreeing to the terms and conditions herein contained.

Section 10: If due to the negligent act or omission of a unit Owner or Owner(s), or a member of the Owner(s)' family or household pet, or a guest or other authorized occupant, or visit of such unit Owner(s), damage shall be caused to the common elements or the other unit, or maintenance, repairs, or replacements shall be required which otherwise would be at the common expense, then such Owner(s) shall pay for such damage and such maintenance, repairs or replacements as may be required.

Section 11: In order to resolve any disputes between the unit Owner(s) in compliance with any of the provisions of this document, the parties must submit to binding arbitration with respect to such dispute. The Owner(s) of each unit shall appoint an arbitrator of their choice and at their expense, and the two arbitrators so appointed shall select the third arbitrator, the cost of which shall be borne equally by the parties. The decision of the arbitrators shall be final and binding and shall be enforce under the provisions of Wisconsin law.

Section 12: The terms and conditions of this document shall be binding upon all Owners of the lands described herein and their heirs and assigns for so long as the two-single family unit, zero lot line attached dwelling is in existence.

Section 13: The Owner(s) of the units situated on any one Lot may modify the terms and conditions of this Article X (only insofar as the one Lot is concerned) by the unanimous consent of the Owner(s) of the units on said Lot and upon the recording of an appropriate document.

ARTICLE XI. GENERAL PROVISIONS

Section 1: TERM. These covenants are to run with the Lots and shall be binding on all persons or entities owning the Lots within Stoddard Heights, their

respective heirs, successors, representatives and assigns as well as any persons or entities hereafter acquiring said Lots for a period of fifty (50) years from the date these covenants are recorded, after which time said 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 part.

Section 2: ENFORCEMENT. These declarations may be enforced by (1) any land owner that owns land in Stoddard Heights, (2) the Developer as long it owns any property in Stoddard Heights; or (3) any governmental entity that has jurisdiction over the above described land, including but not limited to the City of La Crosse, in La Crosse County, Wisconsin.

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. In the event it becomes necessary to commence any action to enforce this Declaration, the court shall award to the prevailing party in such litigation, in addition to such damages as the Court may deem just and proper, an amount equal to the costs and reasonable attorney's fees incurred by the prevailing party in connection with such litigation. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof or of a further or contained violation, whether such violation shall be of the invalidation of any one of these covenants by judgment or court order, shall in no way affect any of the other provisions.

Section 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.

Section 4: AMENDMENT PROCEDURE. The Developer may amend this Declaration at any time during which the Developer is the owner of at least one of the Lots, with or without the written approval of the other Lot Owners.

Section 5: HOLD HARMLESS. The Developer is hereby held harmless for any non-compliance with any of the provisions provided in this Declaration of Restrictive Covenants and Mutual Easements and also is hereby held harmless for any claims resulting from the compliance and enforcement of the provisions herein.

Section 6: IDENTIFICATION OF DEVELOPER. For the purpose of the Declarations of Restrictive Covenants and Mutual Easements, the Developer is: Ridge Land Corporation, Inc. All decisions referenced in this Declaration shall require the mutual consent of Ridge Land Corporation, Inc.

Section 7: REVOCATION OF ANY PRIOR COVENANTS. This Declaration of Restrictive Covenants revokes and supersedes any prior Declaration of Restrictive Covenants.

Section 8: DECLARANT'S RIGHTS. Declarant reserves the right to use any of the Lots as models and to sell, assign, or conduct other business in connection with the construction and development of the project from any such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff the office with employees, and to show Lots then unsold. Declarant retains the right to be considered an Owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the number, location, or manner of construction of buildings and other improvements on the Properties; provided that in all cases, such changes shall be accomplished in a manner consistent with applicable laws and ordinances.

Declarant reserves the right and is hereby vested with the sole control over any Common Area or Common Element landscaping, planting and the like. Declarant shall have the right to change landscaping within these areas from time to time.

The rights of Declarant shall continue only so long as Declarant owns one or more Lots.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates specified below.

DEVELOPER:

La Crosse County

a Wisconsin corporation

By: _____ Date _____
Its: _____

STATE OF WISCONSIN)

) SS

COUNTY OF LA CROSSE)

On this ____ day of _____, 2013, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of _____, INC., the corporation named in the instrument, and that said instrument was signed on behalf of said corporation by authority of the corporation and said _____ acknowledged said instrument to be the free act and deed of the corporation.

Notary Public

My commission: _____