

Exhibit "A"

Legal Descriptions

- NAVY RESERVE ADDITION LOT 1
- NAVY RESERVE ADDITION LOT 2
- NAVY RESERVE ADDITION LOT 3
- NAVY RESERVE ADDITION LOT 4
- NAVY RESERVE ADDITION LOT 5
- NAVY RESERVE ADDITION LOT 6
- NAVY RESERVE ADDITION LOT 7
- NAVY RESERVE ADDITION LOT 8
- NAVY RESERVE ADDITION OUTLOT 2
- NAVY RESERVE ADDITION OUTLOT 3

Exhibit "B"

Concept Map consisting of 10 owner-occupied single family homes

Exhibit "C"

Proposed Amended Covenants

**Declaration of Covenants, Conditions and Restrictions
of Lots 1 through 10 and Outlots 1, 2 and 3 of the
Navy Reserve Addition to the City of La Crosse, Wisconsin**

These Covenants, Conditions and Restrictions are for the benefit of the respective owners and each and every purchaser of the lots located in the Navy Reserve Addition to the City of La Crosse, La Crosse County, Wisconsin, and their respective heirs, personal representatives, devisees, successors and assigns. The undersigned do hereby adopt and agree to the following restrictions, covenants, protections, conditions and provisions and shall apply to all lots, outlots or parcels included in the Navy Reserve Addition to the City of La Crosse to be in the nature of covenants to run with the land.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2030, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by three-fourths of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

If the parties hereto, including the City of La Crosse, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated within the lots hereinbefore described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

1. **AREA OF APPLICATION:** Lots 1 through 10 and Outlots 1, 2 and 3
2. **PURPOSE:** These covenants and restrictions are made for the purpose of creating and keeping the above described development, insofar as possible, desirable, attractive, beneficial, free from nuisances, and in suitable appearance, and for the purpose of guarding against fires and unnecessary interference with the natural beauty of the subdivision, all for the mutual benefit and protection of all of the owners of homes in the development and the surrounding neighborhood. The subdivision will have private streets, sewer, water, natural gas, electrical service and cable TV. All private streets and common areas will be plowed and maintained by the Homeowners Association. All residents will receive police protection, municipal fire protection, trash/brush/leaf collection and all other City services.
3. **LAND USE:** No lot shall be used except for a single-family residential building as allowed in the Single-Family Residential Zoning District (R-1) zoning regulations or the Planned Development District regulations of the City of La Crosse. No lot in the development may ever be subdivided into smaller tracts or lots nor conveyed or encumbered in any less than the original dimensions as shown on the recorded plat. No dwelling shall be used as a residential-rental-income-producing property and each lot is deed restricted by these covenants and by a deed restriction recorded with each deed in perpetuity limiting the use of the property to Owner-Occupied Single-Family-Residences.

4. **NO TEMPORARY BUILDINGS:** No structure of a temporary character, including but not limited to trailer, camper, recreational vehicle, barn, basements, tents, garages, shacks, mobile homes or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanent.

5. **RESIDENTIAL BUILDING RESTRICTIONS:**
 - A. A single-family dwelling, containing a minimum of two bedrooms and at least 800 square feet of usable living space per each dwelling unit, (not including porches or garages).
 - B. Minimum improvement taxable value (after construction) is \$150,000 as determined by the City Assessor.
 - C. Construction must be completed as set within the Developers Agreement between Spies Construction, LLC and the City of La Crosse.
 - D. A minimum two (2) car garage is mandatory per dwelling unit.
 - E. All construction must be "stick built" construction. No modular housing or metal buildings are permitted.

6. **DRIVEWAYS:** A hard-surface driveway utilizing pervious paving materials is required for all dwelling units. Permissible pervious materials include pervious concrete, asphalt, paving brick or similar material, with a minimum width often feet. The driveway must be completed within nine months from date of the commencement of home construction and must be built in compliance with all City of La Crosse ordinances regulating the same.

7. **STORAGE AND REPAIR OF VEHICLES AND BOATS:** Motor homes, camping trailers, boat trailers, boats, buses and any type of truck with over a one-ton payload capacity shall not be stored or parked on any lot or driveway within the subdivision for more than three days (guests -two-week maximum). No car repairs whatsoever, except an emergency repair in order to move the vehicle to another location may be undertaken on any lot. No race car building, conversion, repair, or maintenance whatsoever may be undertaken on any lot. Boats, boat trailers, trailers of any kind, non-operating motor vehicles, recreational vehicles, camping trailers and wood piles shall be kept inside the garage. No junk or unlicensed cars, trucks or other type motorized vehicles shall be allowed to be stored outdoors, including but not limited to snowmobiles, motorcycles, three wheelers, four wheelers, boats, trailers or campers. Repair or servicing of motor vehicles on premises must be done inside the garage.

8. **SIGNS:** No signs, billboards, or other advertising structures of any kind shall be erected or maintained or constructed on any lot for any purpose whatsoever, except for identification of residence and except those used in any sale of any lot or home in the development and home

occupations, rummage sale signs and political signs. All signs must be in compliance with all City of La Crosse ordinances for Single Family Residence District zoning regulating the same.

9. **LANDSCAPING:** Other than landscaped areas, rain gardens, and the like, the remainder of the front yard and side yard (to the back of structure) shall be completely sodded and the remaining lawn areas seeded at the time of occupancy. (Sod may be used in place of seed.) No weed, bushes, thistles, grasses or other noxious organic or plant-like organisms shall be permitted to grow upon any lot to such an extent as to create a nuisance. Any undeveloped lots shall be kept free of noxious or nuisance organisms. The landscaping plan for this development must be approved in advance by the City and is to follow the multi-family design standards for common spaces.
10. **YARD WASTE:** No grass clippings, branches, vines, leaves or yard waste of any kind may be disposed of on any lot, out lot or on City property.
11. **PETS/ANIMALS:** No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any individual dwelling unit, except that no more than two dogs, two cats, two birds or any combination of the foregoing specific animals listed in this exception not exceeding the aggregate of two, provided that they are not kept, bred or maintained for any commercial purpose. Pet owners shall be responsible for removal of all pet waste. (The number and licensing of all domesticated animals must comply with all ordinances of the City of La Crosse and County of La Crosse). Animals shall not be permitted to run at large. When dogs or cats are outside, they shall be on a leash and shall be maintained and controlled so as to prevent barking, howling, urinating and defecating on any neighboring yard. Should any dog or cat urinate or defecate on any yard, the owner of said animal immediately shall clean-up said yard. Animals shall be kept in accordance with the appropriate laws of the State of Wisconsin and the ordinances of the City of La Crosse, but complying with such state laws and ordinances of the City of La Crosse shall not supersede the terms and conditions of this covenant if they are in conflict with this covenant, it being the intention herein that the more restrictive provisions of this covenant shall prevail over any law or ordinance.
- ~~12. **ANTENNAS:** No exposed radio, telephone, or microwave receiving or transmitting antennas or masts allowed. TV satellite dishes of no larger than 12 inches in diameter will be allowed if placed in the homeowner's back yard or back side of house. (Removed per Finance & Personnel Committee 4-5-18)~~
13. **SIDEWALKS:** The development will have sidewalks in accordance with City of La Crosse ordinances and the specifications contained in the Planned Development District. Construction material for sidewalks shall be concrete. It will be the Homeowners Association responsibility to maintain these sidewalks in accordance with City of La Crosse ordinances.
14. **TRASH/WASTE/JUNK:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage, rubbish or trash shall be kept inside the premises except that it may be placed outside the premises no more than 12 hours before collection of garbage, rubbish or trash is accomplished by the City of La Crosse and all such containers must be returned to the

interior of the premises within 12 hours of the collection of such garbage, rubbish or trash. Trash, garbage and waste may be placed, for disposal purposes only, in proper sanitary receptacles. Rubbish and trash shall be picked up daily and stored in a covered dumpster-type container during all phases of home construction.

15. **STORAGE SHEDS/KENNELS:** No storage shed, except as approved by the Homeowners Association or outside dog kennels will be allowed.
16. **PLAY EQUIPMENT, GARDENS AND CLOTHES LINES:** No gardens, swing sets, sandboxes, etc. are allowed, in the areas maintained by the Homeowners Association without the advance written consent of the Association. Basketball hoops are allowed in the front of the house as long as they are on or near the garage/driveway. No Clothes lines are allowed.
17. **TERM:** These covenants are to run with the land and shall be binding upon all parties for a term of twenty (20) years from the date these covenants are recorded, after which time they shall automatically be extended for successive periods often (10) years unless an instrument signed by 75% of the then owners of all lots has been recorded, agreeing to change said covenants in whole or part. These covenants shall be recorded as against all lots in subdivision. No deed of conveyance shall be delivered or recorded prior to such recording unless said conveyance is subject to these covenants and the grantee and any subsequent transferee thereof are obligated to join in.
18. **ENFORCEMENT:** If any person shall violate any of the provisions of this instrument, it shall be lawful for the City or any person or persons owning real property in the development to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, for such violations.
19. **SEVERABILITY:** Invalidation of any one of the provisions of this instrument by judgment or court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.
20. **MUNICIPAL CODES:** All City of La Crosse building codes, setback requirements, easement rights and ordinances shall remain in force.
21. **DRAINAGE/EROSION CONTROL:** Drainage shall comply with the grading plan on file in the Inspection and Engineering Departments of the City of La Crosse. Drainage and erosion control shall conform to all City and County of La Crosse/State of Wisconsin Codes and Ordinances.
22. **UTILITY SERVICES:** Natural gas meters, electric service meters, telephone and cable TV junction boxes shall be mounted on the side or rear only of the dwelling units.

23. **EXTERIOR LIGHTING AND FLAGPOLES:** Any and all flagpoles must be no higher the peak of the dwelling on the lot. Low density, low impact security lighting is allowed, but no light pole greater than seven feet may be used for mounting or holding an exterior light.
24. **FOUNDATION COVER:** All exposed foundations must be covered or shielded by low growth shrubbery surrounded by a crushed rock or wood mulch border, with a weed barrier.
25. **RETAINING WALLS:** Any retaining walls built on the property must be of masonry construction. No timbers or railroad ties may be used in the construction of retaining walls.
26. **SETBACK:** All setbacks shall be as approved in the Planned Development Zoning associated with this project.
27. **CITY OF LA CROSSE:** All lots are to be bound by the Municipal Codes for the City of La Crosse or any successors in interest for the same.
28. **DECKS:** Decks are allowed in the areas facing the common green space.
29. **BRICK:** The front of each dwelling unit shall contain a minimum of 15% brick.
30. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No property owner shall alter in any way, by fill or cut, any natural drainage ditch or channel without the written consent of the Compliance Committee, nor shall any substantial cut or alteration of natural terrain other than excavation of basement be made without the written approval of the Compliance Committee.
31. **MODIFICATION OF RESTRICTIONS:** These restrictions may be altered, changed or modified at any time by the consent of three-quarters of the property owners of the lots in the Navy Reserve Addition and such alteration, change, modification or amendment shall become effective upon recording thereof.

DEVELOPER:

Spies Construction, LLC.

BY: _____

Delores Spies, Member

BY: _____

Raymond Spies, Member

STATE OF WISCONSIN)

) S.S.

LA CROSSE COUNTY)

Personally came before me this ____ day of _____, 2018, the above-named Delores Spies, and Raymond Spies, the managing members of the Developer, Spies Construction, LLC to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public - State of Wisconsin

My Commission expires: _____.

Exhibit "D"

Proposed Cost Sharing by the City

- Water and Sewer Mains - 100% City
- Certified Survey Map and Associated Documentation - 100% City
- Rezoning Application and Associated Documentation - 100% Developer
- Sidewalk in right-of-way - 100% City
- House construction, landscaping, interior sidewalks and street - 100% Developer

Exhibit "E"

Construction Schedule

- i. Developer shall commence construction on the first of the houses, as described in Exhibit Bon or before ~~June 1, 2018~~ November 1, 2018, with a Substantial Completion date no later than ~~October 1, 2018~~ May 1, 2019.
- ii. Developer shall commence construction on the second of the houses, as described in Exhibit Bon or before February 1, 2019, with a Substantial Completion date no later than June 1, 2019.
- iii. Developer shall commence construction on the third of the houses, as described in Exhibit Bon or before June 1, 2019, with a Substantial Completion date no later than October 1, 2019.
- iv. Developer shall commence construction on the forth of the houses, as described in Exhibit Bon or before February 1, 2020, with a Substantial Completion date no later than June 1, 2020.
- v. Developer shall have Substantially Completed all ten (10) single family owner occupied homes no later than June 30, 2022.