

WATERVIEW SUBDIVISION

RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Property Logic, LLC
February 2018

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RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

This residential Declaration of Covenants, Conditions and Restrictions ("Declaration") is made on the date hereafter stated by Property Logic, LLC, a Wisconsin limited liability company ("Developer").

RECITALS: Developer is owner of the real estate and improvements legally described on Exhibit A. Developer desires to make the property subject to all of the covenants, conditions and restrictions of this Declaration for the purpose of protecting the value and desirability of the Property as twin home, multi-family sites, and high-density multi-family sites.

DECLARATION: Now, therefore, Developer declares that the Property is and shall be subject to all of the provisions of this Declaration and shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to all of the provisions of this Declaration, which provisions shall run with the title to the Property and shall be binding upon and inure to the benefit of the Developer and all Owners of the Property.

(1) **DEFINITIONS:** As used throughout this Declaration, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

- **"ARC"** shall mean the architectural review committee as established herein.
- **"Architectural Standards"** shall mean standards prepared, issued and amended from time to time by the ARC pursuant to Variances.
- **"Declaration"** shall mean this Residential Declaration of Covenants, Conditions and Restrictions, all amendments thereto and any Architectural Standards.
- **"Developer"** shall mean Property Logic, LLC, a Wisconsin limited liability company, its successors and assigns.
- **"HOA"** shall mean Home Owner's Association.
- **"Improvement"** shall mean and refer to any building, structure, object or device constructed, erected or placed upon any Lot which in any way affects the exterior appearance of the Lot. Improvements shall include by way of illustration and not limitation, buildings, sheds, foundations, structures, mailboxes, decks, patios, swimming pools, utility lanes, roads, driveways, walkways, paving, curbing, parking areas, grading, excavations, trees, shrubbery, landscaping, fences, exterior lighting, screening, walls, signs, and any other man-made changes or alterations to the condition of the Lot on the date of this Declaration.
- **"Lot"** shall mean the real estate legally described under the heading "Single Lot" on Exhibit A and any Improvements thereon. In the event that any Lots are combined or sub-divided pursuant to further subdivision hereof, then each new parcel created by said approved combination or subdivision shall thereafter be considered a single Lot.
- **"Occupant"** shall mean and include any Owner and the family members, guests, tenants, agents, servants, employees and invitees of any Owner, and any other person who occupies or uses any Lot. All actions or omissions of any Occupant are and shall be deemed the actions or omissions of the Owner.
- **"Owner"** shall mean and refer to the record owner, including Developer, of fee simple title to any Lot. A land contract purchaser shall be considered an Owner after the date of closing of the land contract.
- **"Property"** shall mean the real estate described on Exhibit A.
- **"WDNR"** shall mean the Wisconsin Department of Natural Resources.

(2) **REFERENCES:** This document refers to numerous legal, Planning and design documents related to the Waterview Subdivision. These documents are as follows:

- **"Plans"**, created by Makepeace Engineering, refers to the Waterview Subdivision Construction Plans, which detail construction of all subdivision improvements.

- **"Plat"**, created by Coulee Region Land Surveyors, filed at the La Crosse County Register of Deeds.
 - **"Specifications"**, created by Makepeace Engineering, refers to the Waterview Subdivision Specification and Project Manual, which detail and specify construction of all subdivision Improvements.
 - **"Storm Water Management and Erosion Control Plan Narrative"**, created by Makepeace Engineering, was submitted to, and approved by, the City of La Crosse, and the WDNR. The report details the selection and provides calculations to support design of storm water management Improvements and facilities constructed to serve the development.
 - **"Storm Water Operation and Maintenance Agreement"**, created by Makepeace Engineering and signed by the Developer. The Agreement assigns ongoing responsibility for proper maintenance and operation of storm water management Improvements and facilities constructed to serve the development. The agreement is on file with the La Crosse County Register of Deeds.
- (3) **EASEMENTS:** Developer does hereby establish drainage and utility easements as shown in the Plat and on the Plans. No owner of any Lot may construct any Improvements within any drainage and utility easements. Swales and ditches shall be maintained by the HOA to ensure continued performance as the Plans intended.
- (4) **ARCHITECTURAL REVIEW COMMITTEE AND APPROVALS:**
- 4.01 **Purpose of the ARC** shall be to approve, approve with conditions, or disapprove any Plans and Specifications for any proposed Improvements that are submitted to the ARC, to respond to inquiries from any Owner regarding this Declaration and to take any enforcement or other action that is both authorized by this Declaration and deemed appropriate by the ARC in the circumstance.
- 4.02 **Composition of the ARC** shall consist initially of the Developer. Developer may appoint up to two additional members to serve on the ARC with Developer. Any members so appointed may be removed by Developer at any time. Developer and any members appointed by Developer shall cease to be members of the ARC on a date that is two years after the first day on which Developer no longer owns any portion of the Property. Notwithstanding the above, Developer may resign from the ARC (which resignation shall also be effective for any members appointed by Developer) by giving written notice of not less than six months to each Owner.
- 4.03 **Continuation of the ARC.** If a majority of the Owners wish to continue the ARC beyond the date Developer and members appointed by Developer cease to be members of the ARC, then the Owners shall elect three Owners to serve on the ARC. One Owner shall be elected for a one-year term, one for a two-year term, and one for a three-year term. Thereafter one Owner shall be elected or re-elected each year for a three-year term to take the place of the Owner whose term is expiring. Said elections shall be by majority vote of the Owners present in person or by proxy at a meeting of the Owners called by written notice for this purpose.
- 4.04 **Procedure and Meetings.** While Developer serves as a member of the ARC, meetings shall be held at such time and place as Developer determines necessary to conduct the business of the ARC. Thereafter the scheduling of meetings shall be determined by the members of the ARC. A majority of the members shall constitute a quorum of the ARC for the transaction of business and the affirmative vote of a majority of those present or by proxy at a meeting of the ARC shall constitute the action of the ARC on any matter which comes before it. The ARC shall have the right from time to time to adopt and establish such rules and regulations as may be determined to be necessary concerning the procedure, notice of meetings, and all other matters concerning the conduct of the business of the ARC.
- 4.05 **Approval of Plans and Specifications.**
- 4.05.1 No Improvement (as defined on page 3) of any kind shall be erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot unless Plans and Specifications therefore have been submitted to and approved by the ARC.
- 4.05.2 The ARC is hereby authorized and empowered to approve, approve with conditions or disapprove all Plans and Specifications for any Improvements on any part of the Property. Prior to commencement of any Improvements on any Lot, the Owner thereof shall submit to

the ARC Plans and Specifications and all related information requested by the ARC for the purpose of evaluating the proposed Improvements. It is the sole responsibility of the Owner to consult with the ARC to determine what information the ARC believes is necessary to adequately evaluate the proposed Improvement.

- 4.05.3 The ARC shall, in its sole discretion, approve, approve with conditions or disapprove any proposed Improvement. Notwithstanding anything herein to the contrary, no ARC approval is required for an Owner to make interior Improvements and alterations that do not affect exterior appearance.
- 4.05.4 The ARC's decision to approve, approve with conditions or disapprove any proposed Improvement may be based on any grounds that the ARC believes in good faith to be appropriate, including but not limited to purely aesthetic considerations, failure to comply with any provisions of this Declaration, failure to provide requested information, objection to exterior design, appearance or materials, objection on the grounds of incompatibility with other Improvements on the Property, objection to the landscaping Plan, color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement or any other matter which, in the sole judgement of the ARC, would render the proposed Improvement inappropriate for the Property. Approval of Plans and Specifications by the ARC for Improvements to one particular Lot shall not be deemed an approval, or otherwise obligate the ARC to approve similar Plans and Specifications or any of the features or elements thereof for any other Lot.
- 4.05.5 In the event the ARC fails to approve Plans and Specifications for any proposed Improvement within thirty (30) days after receipt by the ARC, then those Plans and Specifications will be deemed to have been disapproved.
- 4.05.6 Any revisions, modifications or changes to any Plans and Specifications previously approved by the ARC must be approved in the same manner as the original Plans and Specifications.
- 4.05.7 If construction of approved Improvements has not substantially commenced within one year of approval, then the original approval shall be void and the Owner shall resubmit all Plans and Specifications to the ARC for approval in the manner specified above.
- 4.05.8 It is the sole responsibility of the Owner to secure approval for all aspects of any proposed Improvement. Any Improvement that is constructed, erected or placed on any Lot without approval of the ARC shall be deemed disapproved for a period of three years from the date of completion of the Improvement. In the event that an action for Enforcement with respect to the disapproved Improvement is not undertaken pursuant to Enforcement (page 10) within three years of the date of completion, then that Improvement shall be deemed approved. Notwithstanding the above, the ARC shall have the authority, in its sole discretion, to approve an Improvement after its completion, if the ARC believes the Improvement would have been approved had the appropriate Plans and Specifications been submitted to the ARC prior to the start of the Improvement.
- 4.06 **ARC Not Continued.** In the event the Owners do not continue the ARC as permitted by 4.03 hereof beyond the date Developer and members appointed by Developer cease to be members of the ARC, then the approvals under 4.05 hereof are no longer required. However, regardless of the existence of the ARC, the restrictions contained in Use and Development Restrictions & Architectural Standards (page 6) and Architectural Standards promulgated thereunder are applicable to all Improvements.
- 4.07 **No Implied Variance.** The approval of any Plans and Specifications under Architectural Review Committee and Approvals (pages 4-5) shall not be presumed to grant any variance from the provisions of Use and Development Restrictions & Architectural Standards (pages 6-9) of this Declaration, unless the specific provisions of 5.28 are also complied with.
- 4.08 **Subsurface Conditions.** The approval of Plans and Specifications by the ARC for any Improvements on a Lot shall not be construed in any respect as a representation or warranty by the ARC to the Owner

submitting such Plans and Specifications or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the Improvements contemplated. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any Improvements contemplated thereon.

(5) **USE AND DEVELOPMENT RESTRICTIONS & ARCHITECTURAL STANDARDS:** Compliance with the provisions of this Use and Development Restrictions & Architectural Standards (5) do not in any way diminish the obligation of the Owner to comply with the provisions of 4.05 regarding the approval of Improvements.

5.01 **Permitted Use** for each Lot shall be subject to the City of La Crosse zoning ordinance for the individual Lot. Additionally, for Lots zoned R2, enclosed parking for at least two vehicles per residential unit is required.

No building previously erected elsewhere shall be moved onto any Lot. No basement homes are permitted. No mobile home, travel trailer, motorhome, tent, shack, garage, barn or other accessory building shall be used as a temporary or permanent residence.

5.02 **Underground Utilities.** All utility lines, conduit and wiring for electrical, gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Property shall be installed and maintained below ground.

5.03 **Utility Meters and HVAC Equipment.** All utility meters, HVAC equipment, electrical transformers, telephone and cable television pedestals or junction boxes located on any Lot shall, to the extent practicable, be located on the side or rear of the house and screened from view.

5.04 **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.

5.05 **Satellite Dishes and Antennae.** 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 a neutral color and the highest portion of the dish is lower than the nearest roof peak. No other satellite dishes, radio antenna, radio receiver, 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 street or other Lot.

5.06 **Building Setbacks.** All building setbacks shall comply with City of La Crosse requirements. Notwithstanding the above, the exact location, both horizontal and vertical, of any Improvement on any Lot shall be subject to the approval of the ARC.

5.07 **Animals.** All Owners shall comply at all times with all applicable laws and ordinances regarding the keeping and maintenance of animals. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance. Animals shall not be allowed to roam unattended on the property and shall not be tied or tethered on any Lot. Excrement from any animal shall be picked up promptly and disposed of in a safe and sanitary manner. Any cage, house, fencing, enclosure or other device for the keeping of any animal shall be considered an Improvement subject to the provisions of 4.05 of this Declaration.

5.08 **Vehicles, Machinery and Equipment.** Motorhomes, mobile homes, any vehicles not normally used by the general public for day passenger use, trailers of any kind, campers, motorcycle, bicycles, motorized carts and all-terrain vehicles, lawn mowers, tractors, tools, construction machinery and equipment of any nature, golf carts, boats and any other type of watercraft, including boat trailers, inoperable vehicles of any type and any other similar types of vehicles, machinery and equipment shall not be permitted, stored or allowed to remain on any Lot unless the same is placed, stored and maintained within a fully enclosed structure on such Lot. No vehicle shall be parked on any non-paved area. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment on any Lot except within enclosed garages or workshops or for emergency repairs only.

- 5.09 **Driveways and Parking Areas.** All driveways and parking areas on any Lot shall be constructed of concrete, concrete pavers or asphalt. The width of the driveway at the front property line shall not be greater than twenty (20) feet.
- 5.10 **Street Trees.** At Owner's expense, one tree will be required for each fifty (50) feet of street frontage, of the size, type and quantity and in locations specified by the ARC.
- 5.11 **Lawn Areas.** Areas of the front yard intended as lawn must be sodded. Side and rear yard areas may be sodded or seeded.
- 5.12 **Mailboxes.** The owner will install, at the Owner's cost, a mailbox post and mailbox specified by the ARC.
- 5.13 **Garages.** Approved Improvements must contain garage space sufficient to house at least two vehicles. No garage door may face any street unless set back at least sixteen (16) feet behind the front of the house and limited to two cars in width.
- 5.14 **Minimum Living Space.** No twin-home shall contain less than ____ square feet of floor area on the main floor and _____ square feet of total floor area. No living space located below or partially below ground level will be included in the calculation of floor area. Multi-family, and high density, multi-family square footage will be at ARC discretion and approval. The judgment of the ARC in determining floor area will be final.
- 5.15 **Windows and Window Treatments.** Reflective materials or window coverings are not permitted on any windows. No window treatments are permitted except shades, blinds, or other materials designed, manufactured and intended for that specific use. Windows and window treatments visible from the exterior are considered Improvements subject to the provision of 11.05 of this Declaration.
- 5.16 **Roofing.** No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot. 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.
- 5.17 **Exterior Lighting.** All exterior lighting should be directed and shielded in a manner that minimizes the impact on other Lots.
- 5.18 **Chimneys.** If a portion of the structure extends beyond the wall of the home for the purpose of housing a fireplace, then a chimney that extends above the roofline of the home is required. Venting of fireplaces on the side of the home is prohibited unless all visible portions of the exhaust vent are colored to match the siding.
- 5.19 **Play Equipment.** Children's toys, swing sets, jungle gyms and similar outdoor recreational equipment shall be approved only in the rear and side yards.
- 5.20 **Signage.** No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than four (4) square feet located in the front yard advertising the property for sale or advertising the name of the home builder during the construction period.
- 5.21 **Fences.** No fence of any kind shall be installed on any Lot unless it complies with the following:
- 5.21.1 Fencing material visible from the street or other Lots must be wood, polyvinyl chloride or other generally acceptable material commonly used for decorative fencing. All wood fencing must be painted or stained. Bare treated wood is not permitted.
 - 5.21.2 Bare chain link or other metal fencing is permitted only for dog kennels or other animal enclosures and only if screened from view on at least two sides by other fencing.
 - 5.21.3 Coated chain link fencing may be permitted by the ARC only as a variance under 5.27 hereof.
 - 5.21.4 Any fence that is taller than four (4) feet, as measured from the bottom of the fence panel to the highest point of the panel excluding posts and finials, shall be no closer than five (5) feet from any property line; except that a section of privacy fence not exceeding six (6) feet in height and twenty (20) feet in length may be installed between adjacent houses.

5.21.5 The width of the horizontal or vertical members of any fence located in a front yard may not be wider than the open space between those members. Any fence located in a yard facing a street is limited to four (4) feet in height.

5.21.6 No fence of any kind may be located more than 200 feet from the front Lot line of a Lot, unless approved as a variance under 5.28 hereof.

5.22 **Swimming Pools and Tennis Courts.** Tennis courts and above-ground swimming pools are not permitted under any circumstances. In-ground swimming pools, hot tubs, reflecting ponds, saunas, whirlpools and other similar amenities may be approved at the discretion of the ARC.

5.23 **Clotheslines.** Clotheslines that are installed and extended in a permanent 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.

5.24 **Noxious Practices.** No noxious or offensive activity or practice shall be carried on upon the Property, nor shall any activity or practice become an annoyance or nuisance to other Owners or Occupants. Rubbish, trash, garbage and other waste shall be kept in clean and sanitary containers and stored within a garage.

5.25 **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.

5.26 **Architectural Standards.** The ARC is hereby authorized to promulgate, amend and modify from time to time written Architectural standards governing policies, guidelines and requirements to be satisfied with respect to the construction, location, drainage, grading, landscaping and design of any Improvements on any Lot. The Architectural Standards adopted by the ARC shall be in addition to the provisions and requirements set forth in this Declaration and shall be binding upon and enforceable against all Owners.

5.27 **Variance.** The ARC, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to Use and Development Restrictions & Architectural Standards (pages 6-8) and any Architectural Standards promulgated hereunder. A request for a variance shall be submitted to the ARC by the Owner in writing. No variance shall be effective unless granted by the ARC in writing. The approval of any Plans and Specifications under the procedure established in Architectural Review Committee and Approvals (pages 4-5) of this Declaration shall not be presumed to grant any variance unless specifically granted under the provisions of 5.27.

(6) OWNER'S REPONSIBILITIES:

6.01 **Approvals.** It is the sole responsibility of the Owner to secure approval of all aspects of any proposed Improvement. In the even that any Improvement or aspect thereof is constructed, erected or placed on any Lot without approval of the ARC, and the ARC 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.

6.02 **Construction Period.** During the construction of any Improvements, all Lots shall be maintained in a clean condition, free of debris and waste material. All unused construction materials shall be stored, to the extent practicable, out of view from any street. All construction trash, debris and rubbish shall be properly disposed of off of the Property or contained within a dumpster.

6.03 **Commencement and Completion of Construction.** Upon commencement of construction of any Improvement, work thereon shall be prosecuted diligently and continuously and shall be completed within one (1) year of the commencement date of said construction.

6.04 **Erosion Control.** No Owner shall allow dirt, mud, gravel or other substances to collect or remain in 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 ARC 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.

6.05 General Maintenance. The owner shall maintain all Improvements, including but not limited to all 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.

6.06 Maintenance of Roadway Boulevard and Roadway Islands. The City of La Crosse provides tree trimming for boulevard trees. Caring for traffic Island areas requires the reasonable cooperation of Owners. This covenant is intended to specifically require Owners to provide the necessary cooperation and resources to meet the following maintenance and upkeep standards.

Each Owner shall be responsible for the maintenance and upkeep of the landscaping provided in areas of the public right-of-way adjacent to their Lot. Maintenance and upkeep includes, but is not limited to, mowing lawn, watering during dry periods, removing weeds, trimming shrubs to an aesthetic form, replanting of plants or lawn areas that may die from time to time, fertilizing, replacing planting mulch, and eradicating infestations of disease or insects.

(7) HOA:

7.01 Composition of the HOA shall consist initially of the Developer. Developer may appoint up to two additional members to serve on the HOA with Developer. Any members so appointed may be removed by Developer at any time. Developer and any members appointed by Developer shall cease to be members of the HOA on a date that is two years after the first day on which Developer no longer owns any portion of the Property. Notwithstanding the above, Developer may resign from the HOA (which resignation shall also be effective for any members appointed by Developer) by giving written notice of not less than six months to each Owner.

7.02 Responsibilities of the HOA: The HOA is responsible for continued property function of all storm water management Improvements and facilities constructed for the development. All constructed storm water Improvements are contained in the Outlots or drainage and utility easements shown in the Plat.

Constructed storm water management Improvements include the storm sewer inlets and catch basins, storm sewer pipe drainage ditches and swales, and biofilters shown on the Plans. Generally, drainage ditches and swales have been constructed within drainage and utility easements, whereas biofilters have been constructed within Outlots.

The HOA must conduct inspections, perform maintenance and repairs, and ensure continued proper function of these Improvements in accordance with the Storm Water Operation and Maintenance Agreement. All costs associated with inspection, maintenance, and repairs of storm water management facilities are the responsibility of the HOA.

The HOA shall generate adequate revenue, through annual dues or special assessments, to ensure the requirements of the Storm Water Operation and Maintenance Agreement are met.

The City of La Crosse has assumed ownership of all storm sewer pipe, culverts and catch basins which are located mostly, or entirely within City of La Crosse right-of-way. Maintenance of these items is not the responsibility of the HOA.

(8) CASUALTY AND CONDEMNATION:

8.01 Damage or Destruction. In the event of any fire or any other casualty which damages or destroys any portion of any Lot (including Improvements thereon), the Owner shall promptly repair and otherwise restore such Lot (including Improvements thereon) to the condition in which the same existed

immediately prior to such damage provided, however, that any such restoration or repair shall be subject to compliance with all of the terms and provisions of this Declaration. In the event of complete destruction of the Improvement, then the Owner shall promptly clear away any remaining debris and shall leave such Lot and any remaining Improvements in a clean, orderly and safe condition.

8.02 Condemnation of Lots or Dwellings. In the event that all or any portion of a Lot is taken as a result of, in lieu of, or in anticipation of the exercise of the right of eminent domain or condemnation, then, to the extent practicable, the Owner of such Lot shall promptly repair, reconstruct, rebuild and otherwise restore the remaining portions of the Lot subject to such taking as nearly as practicable to the condition in which the same existed immediately prior to such taking; provided, however, that any such restoration shall be subject to compliance with all of the terms and provisions of this Declaration. In the event the restoration is impracticable or would otherwise violate any of the terms and provisions of this Declaration, then such Owner shall promptly clear away any remaining Improvements damaged or destroyed by such taking and shall leave such Lot and any remaining Improvements in a clean, orderly and safe condition.

(9) TERM AND AMENDMENTS:

9.01 Term. The covenants, conditions and restrictions set forth in this Declaration shall run with and bind all of the Property, shall inure to the benefit of all Owners and their heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of thirty (30) years from and after the date hereof, after which time this Declaration shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless an agreement executed by the Owners of at least two-thirds (2/3) or more of the Lots agreeing to terminate or modify this Declaration has been recorded in the office of the Register of Deeds of La Crosse County, Wisconsin.

9.02 Amendment by Owners. Except for amendments under 9.02 hereof, any amendments to this Declaration shall be executed by the Owners of at least two-thirds (2/3) of the Lots, shall be consented to by Developer if Developer owns any of the Lots, and shall be effective upon recording in the office of the Register of Deeds of La Crosse County.

(10) ENFORCEMENT: In the event any of the provisions of this Declaration are breached or are otherwise not being complied with in all respects by the Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of such Owner or Occupant, then the Developer, the ARC or any other Owner or Owners shall have the right and authority, but not the obligation, to enforce the provision of this Declaration.

(11) MISCELLANEOUS PROVISIONS:

11.01 Further Subdivision. No Lot or Lots may be combined or subdivided without the prior written consent of the ARC.

11.02 Severability. If any provisions of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or this application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

11.03 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 Developer, the ARC and all Owners and their respective heirs, executors, administrators, personal representatives, successors and assigns.

11.04 Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction against one party as a result of that party having drafted this Declaration are hereby waived by each Owner. To the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor of or to the advantage of one party as opposed to another.

- 11.05 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.
- 11.06 Rights of Third Parties.** This Declaration shall be recorded for the benefit of Developer, the ARC, the Owners 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 if this Declaration or the right to consent to or approve any amendment or modification to this Declaration.
- 11.07 No Trespass.** Whenever the Developer, the ARC and their 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.
- 11.08 No Partition.** Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.
- 11.09 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.
- 11.10 Standards for Review.** Whenever in this Declaration Developer or the ARC 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 the ARC, as the case may be.
- 11.11 Oral Statements.** Oral statements or representations by Developer, the ARC or any of their respective employees, agents, representatives, successors or assigns shall not be binding on Developer or the ARC.
- 11.12 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 ARC shall be delivered or sent in care of Developer to Property Logic, LLC, P.O. Box 2132, La Crosse, WI 54602-2132, or to such other address as the ARC may from time to time specify in a notice to the Owners. All notices to Developer shall be sent or delivered to Developer at the above address or to such other address as Developer shall specify.
- 11.13 Assignment.** Developer and the ARC shall each 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 and the ARC, respectively.
- 11.14 No Waiver.** All rights, remedies and privileges granted to Developer and the ARC 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.

[Signature Page Follows]

IN WITNESS THEREOF, Developer has caused this Declaration to be duly executed as of this __ day of February, 2018.

**Property Logic, LLC
A Wisconsin Limited Liability Company**

By: _____

Name: Karl J. Schilling

Title: Managing Member

**STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)**

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that the above named limited liability company Managing Member, personally known to me to be the same person who executed the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed and delivered the said instrument, as his free and voluntary act and as the free and voluntary act and deed of said limited liability company.

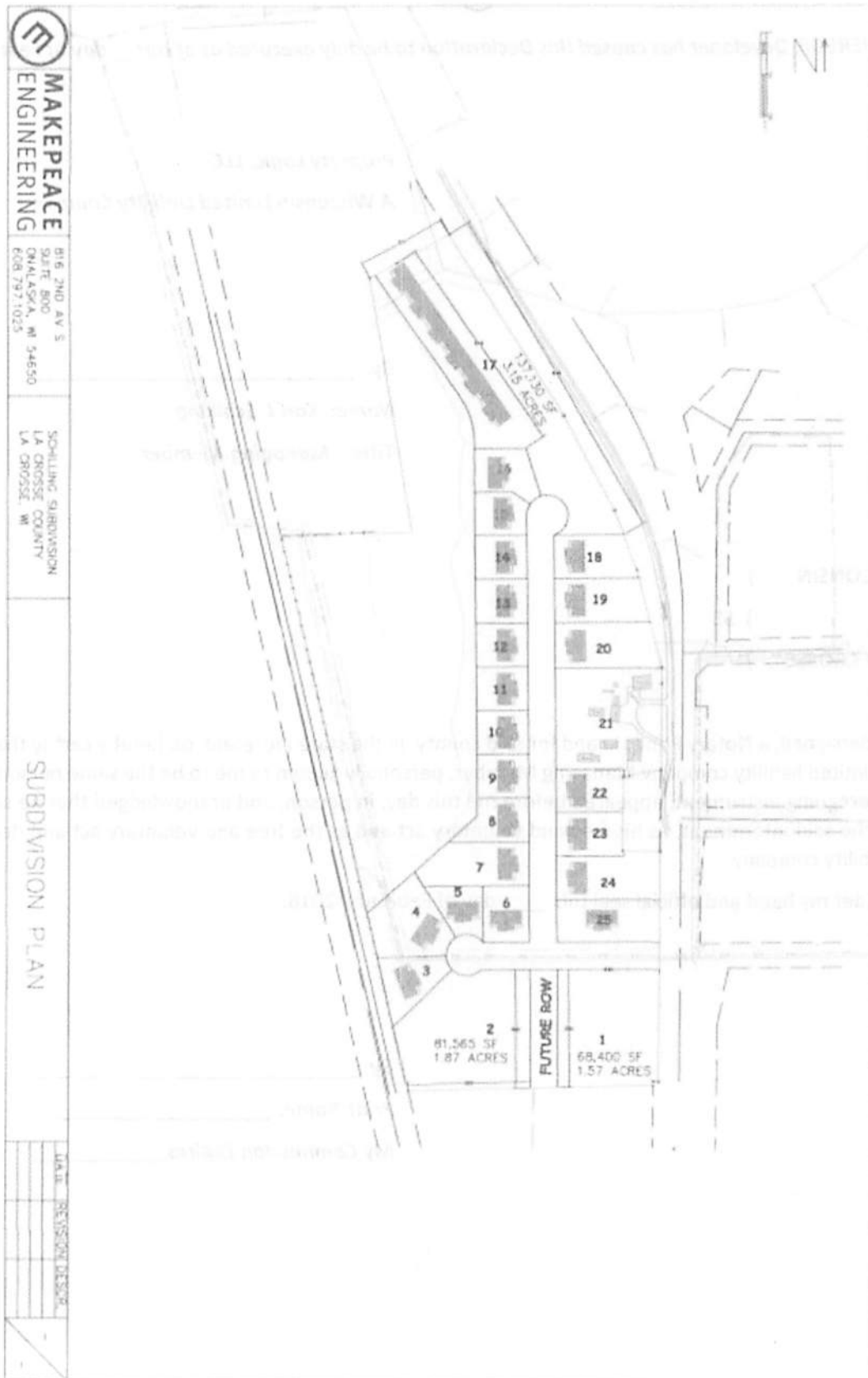
Given under my hand and official seal this ____ day of February, 2018.

By: _____

Print Name: _____

My Commission Expires _____

EXHIBIT A



MAKEPEACE
ENGINEERING

816 2ND AV S
SUITE 800
OMAHA, NE 68102
608.797.1025

SCHILLING SURVEYS
LA CROSSE COUNTY
LA CROSSE, WI

SUBDIVISION PLAN

DATE	REVISION/DESIGN