

**DECLARATION OF
RESTRICTIONS TO THE PLAT OF
DEERWOOD PARK ESTATES
VILLAGE OF HOLMEN
LA CROSSE COUNTY, WISCONSIN**

Document

No.

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**DECLARATION OF RESTRICTIONS TO THE PLAT OF
DEERWOOD PARK ESTATES
VILLAGE OF HOLMEN
LA CROSSE COUNTY, WISCONSIN**

Thorud Development, LLC, a Wisconsin limited liability company (the "LLC"), the owner of all of the real estate described below, hereby makes the following declaration as to limitations, restrictions, and uses of the land for the benefit of the present Owner and all future Owners of **Lots 1-8, Block 1; Lots 1-12, Block 2; Lots 1-40, Block 3; Lots 1-8, Block 4; Lots 1-8, Block 5; Lots 1-10, Block 6; Lots 1-15, Block 7; Lots 1-14, Block 8 and Lots 1-18, Block 9** located in the plat of **DEERWOOD PARK ESTATES**, in the Village of Holmen, La Crosse County, Wisconsin, (hereafter "Lots").

The declarations herein shall be covenants running with the land, as provided by law, and shall be binding on all parties and all persons claiming under them.

I. LAND USE AND CONSTRUCTION REQUIREMENTS

All Lots shall be used for single-family residences as provided in the R- 1 Zoning District with the following exceptions:

- A. Twindominiums (2 family dwellings that must be owner occupied) shall be allowed on the following lots as provided in the R-2 Zoning District:
Block 7 — Lots 10, 11, 12, 13, 14, 15, and 16
Block 8 — Lots 1, 2, 3, 4, 5, 6, and 7.

All dwellings shall be constructed to meet the following minimum requirements:

- A. One single-family dwelling consisting of no less than 1400 square feet of living space for residences constructed on Lots in Blocks 1, 2, 4, 5, 6 and 7, and Lots 38-40 in Block 3.
- B. One single-family dwelling consisting of no less than 1600 square feet of living space for residences constructed on Lots in Blocks 8 and 9, and Lots 1-37 in Block 3.
- C. Twindominium dwelling consisting of no less than 900 square feet of living space per unit.

A garage, if attached, shall not count towards the square footage requirement.

Finished space located below grade, walk-out basements, or planned future finished space will generally not count in determining finished area. Finished space located partially below grade may be counted in determining finished area for multi-level homes, at the discretion of the Committee. The judgment of the Architectural and Environmental Control Committee (hereafter the "Committee") shall be final.

All single family residences shall have a minimum of a 2 car attached garage. All twindominiums shall have a minimum of a 2 car attached garage. All driveways and walkways shall be finished with concrete or other approved material by the date of occupancy.

All buildings are to be of onsite stick built construction. Buildings constructed partly or wholly off site may be allowed with special permission of the Committee. No building previously erected elsewhere shall be moved onto any Lot unless approved by the LLC.

Sidewalks are to be constructed at the time the home is built in accordance with Village of Holmen specifications.

First floor elevations of all homes shall be a minimum of three (3) feet above adjacent road elevation unless approved by the Committee.

The construction of any building on any Lot shall be completed within six months from the date of commencement. No building shall be allowed to remain with tarpaper or building paper sheathing for a period longer than three months. The construction site shall be picked up and reasonably free of debris at all times.

II. ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

No building, fence, or outbuilding shall be erected, placed, or altered nor any landscaping commenced until the plans, specifications and a plan showing the location and details of the structure or landscaping have been approved by the Committee as to the quality of workmanship, materials, harmony of external design with existing structures, and as to the location with respect to topography, finish grade elevations, and exterior property lines. Prior to beginning work, the following shall be submitted to the Committee for approval:

Plans and specifications, including exterior elevation.

Site plan, including grading, landscaping, storm water drainage, soil erosion control measures and driveway location. Specifically noted should be those wooded areas that will be disturbed and those that will remain undisturbed.

Samples of exterior and roofing materials sufficient to evaluate color and compatibility.

Any other information requested by the Committee.

However, in the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, such plans and specifications shall be deemed to have complied with these Restrictions.

After approval by the Committee, a copy of the site plan will be delivered to the Inspection Department of the Village of Holmen for their use in confirming compliance with soil erosion control measures shown on the plan. Approval by the Committee does not constitute approval by the Village or insure compliance with Village building code or replace any Village permit requirements.

While the LLC retains ownership of one or more lots in the subject real estate, the Committee shall consist of three members appointed by the Members of the LLC. A majority of the committee may designate a representative to act for them. In the event of the death or resignation of any member of the Committee, the Members of the LLC shall have full authority to designate a successor.

When the LLC ceases to own any lot, the then record owners of the Lots shall have one vote per lot and shall elect the three members to the Committee by majority vote. The Committee's approval or disapproval as required in these Restrictions shall be in writing.

III. EASEMENTS

All Lots shall be served to Lot lines with telephone, electricity, natural gas and other utilities, easements for which are established on the plat.

Easements are hereby expressly reserved for the creation, construction and maintenance of water drainage ditches or channels. Such water drainage easements shall be determined for each Lot by the Committee. No property owner shall alter in any way, by fill or cut, any natural or preconstructed ditch or channel or block water draining without the written consent of the Committee nor shall any substantial cut or alteration of natural terrain other than the excavation of basements be made without the written approval of the Committee. The drainage easement shall be 10 feet on all sides of exterior lot lines.

No trees, shrubs, or constructed berms installed by the LLC shall be altered or removed without the written consent of the Committee.

IV. SIGNS

No sign of any kind shall be displayed to the public view on any parcel of land except one professional sign of not more than one (1) square foot, one sign not more than three (3) square feet advertising the property for sale, signs used by a builder to advertise the property during the construction and sales period, or a sign used by the LLC to advertise the Lots.

V. NOXIOUS PRACTICES

No noxious or offensive trade, activity or practice shall be carried on upon the property above described, nor shall any activity become an annoyance or a nuisance to the other residents. Rubbish, trash, garbage, and other waste shall be kept in clean and sanitary containers. No incinerators are allowed.

VI. STORAGE OF VEHICLES AND BOATS

Motor homes, camping trailers, boat trailers, boats, recreational vehicles, buses, and trucks over one ton shall not be stored or parked on any Lot or on any public street within the plat for more than 48 hours except that said items may be stored or parked within a garage. Exceptions to this may be approved by the Committee in instances where, in the opinion of the Committee, a combination of attractive fencing and vegetative cover adequately shield the parked vehicle such that it does not detract from the view from neighboring Lots. No semi-tractors and trailers shall be stored or parked on said Lots or public streets at any time except for the purpose of making deliveries or moving persons into or out of a residence.

VII. TEMPORARY RESIDENCES

No mobile home, travel trailer, motor home, basement, tent, shack, garage, barn or other out buildings erected on this property shall be used as a temporary or permanent residence.

VIII. OUTDOOR LIGHTING, TELEVISION DISHES AND TOWERS

Exterior lighting not attached to the dwelling shall not be placed higher than eight (8) feet. No television satellite dishes larger than 18" in diameter shall be placed or erected on any Lot. No radio or television towers may exceed fifteen (15') feet in height from ground level unless approved by the Committee. Committee must approve dish location.

IX. LANDSCAPING

The entire yard of each Lot shall be completely sodded and landscaped within 30 days from the issuance of an occupancy permit. However, seeding of rear yards may be permitted at the discretion of the Committee. Additional time to complete the landscaping may be granted by the Committee if weather conditions prevent completion within the prescribed time. All property owners shall be required to control weeds and grasses on all areas of their property to include the Village street right-of-way.

The Village of Holmen has a tree planting ordinance requiring permits, inspections and fees and all plantings therefore must be done in accordance with Village Ordinances.

X. SWIMMING POOLS

Swimming pools shall generally be limited to the in-ground type except by special permission of the Committee. All pools must be enclosed by a fence with a minimum height of six feet and have a gate that must be secured. Above-ground pools may be allowed at the discretion of the Committee, when adequately screened from view of neighboring Lots. Under no circumstances will an above-ground pool be permitted if it extends above the existing grade by more than eighteen inches.

XI. CLOTHESLINE POLES

No permanent type clothesline poles are allowed. Umbrella or retractable type clotheslines are permissible.

XII. ANIMALS

No domestic animals, chicks or other fowl may be kept on any Lot, except that any property Owner may keep not more than a total of two dogs or cats. Dog kennels must be approved by the Committee before construction begins. Dog kennels must be screened in with fencing. No chain link fences will be allowed.

XIII. STORAGE SHEDS

Storage sheds must be approved by the Committee before construction begins. The exterior of the shed must match the exterior of the home, in color and design with at least one foot overhangs.

XIV. FENCES

No fence shall be installed without approval by the Committee. Consult the Village of Holmen regarding its ordinances pertaining to the location of fences. Wood and vinyl fences will be allowed and cannot be taller than six feet. No chain link fences are to be permitted.

XV. SUBDIVISION OF LOTS AND ACCESS TO LOTS

Except for Lot 40, Block 3, which may be subdivided, further subdivision of Lots shall be prohibited unless prior written approval is received from the Committee.

XVI. TERM

These restrictions shall terminate December 31, 2026, unless within one year prior to said expiration, a majority of Lot owners agree to continue said restrictions for successive ten year periods. Said agreement shall be written and signed by a majority of the then owners of the Lots and recorded in the office of the Register of Deeds.

XVII. VIOLATION OF RESTRICTIONS

These restrictions and covenants are to run with the land and they are put into effect for the mutual benefit of all the Lot owners and, if any Lot owner in the subject real estate shall violate or attempt to violate any of the restrictions or covenants heretofore enumerated, it shall be lawful for any person or persons owning any Lot in this area to prosecute any proceeding at law or in equity against any person or persons who are violating or attempting to violate the restrictions and covenants. The persons enforcing these restrictions and covenants shall be allowed to recover monetary damages and/or injunctive relief or both, and reasonable attorney fees and court costs.

XVIII. SEVERABILITY

In the event any one or more of the foregoing covenants, conditions, reservations or restrictions is declared for any reason, by a court of competent jurisdiction, to be null and void, all of the remaining covenants, conditions, reservations, and restrictions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

XIV. AMENDMENT

These restrictions and covenants may be amended by a majority vote of the then record owners of Lots. However, before any amendment to this Declaration of Restrictions becomes effective, it shall also receive the written approval of the LLC while said LLC retains ownership of one or more of the Lots.

Dated this ____ day of _____, 2006.

**Thorud Development, LLC, A Wisconsin
limited liability company,**

By: _____
Robert J. Thorud, Managing Member

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

Personally came before me this ____ day of _____, 2006, the above-named Robert J. Thorud, Member of Thorud Development, LLC, a Wisconsin limited liability company, to me known to be the persons who executed the foregoing instrument for the purposes therein contained.

_____, Notary Public
La Crosse County, WI
My Commission: _____

CONSENT OF MORTGAGEE

River Bank hereby consents to the foregoing.

Dated this ____ day of _____, 2006.

By: _____
Title:

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

Personally came before me this ____ day of _____, 2006, the above-named _____, _____ of River Bank, to me known to be the person who executed the foregoing instrument for the purposes therein contained.

Notary Public
La Crosse County, WI
My Commission: _____