

DECLARATION OF RESTRICTIONS
TO THE PLAT OF
RIVER ROAD ESTATES, VILLAGE OF
TREMPPEALEAU
TREMPPEALEAU COUNTY, WISCONSIN

River Road Place, LLC, the Owner of all of the real estate described below, hereby make the following declaration as to limitations, restrictions, and uses of the land for the benefit of the present owners and all future Owners of all Lots located in the Plat of River Road Estates, located in the Village of Trempealeau, Trempealeau 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.

RETURN TO:

Attorney James W.
McNeilly, Jr.
Lakelaw 7 Rivers La
Crosse
319 Main St., Suite 500
La Crosse, WI 54601

PARCEL
NUMBERS:

28-1381-0000; 28-1391-
0000; 28-1368-0000

Lots 1 - 10, Block 1; Lots 1 - 13, Block 2, Lots 1 - 14, Block 3; Lots 1 - 35, Block 4; Lots 1 - 6, Block 5; Lots 1 - 9, Block 6; Lots 1 - 14, Block 7; Lots 1 - 20, Block 8; Lots 1 - 36, Block 9; Lots 1 - 3, Block 10; Lots 1 - 11, Block 11; and Lots 1-5, Block 12 Plat of River Road Estates, Village of Trempealeau, Trempealeau County, Wisconsin.

I. Land Use and Construction Requirements

All Lots, except for Lots 1 - 10 in Block One (1), and Lots 1 - 5, 11,12, and 13 in Block Two (2), shall be used for single-family residence purposes. Lots 1 - 10 in Block One (1), and Lots 1 - 5, 11,12, and 13 in Block Two (2), shall be used for

duplex or two single family units, zero lot line attached dwelling ("twindominium") residence purposes.

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

B) Any such single-family, duplex or twindominium dwellings shall have a minimum cost of One Hundred Twenty Thousand Dollars (\$120,000.00) at the time of construction based upon existing construction costs of August 1, 2007. The valuation shall include the value of the dwelling, garage, plumbing, electrical, heating and cooling systems, but shall not include appliances, furnishings, nor the land. The total square footage of the finished floors of the main structure, exclusive of open porches and garages, shall not be less than one thousand four hundred (1,400) square feet per structure for a single family residence; nine hundred (900) square feet per unit for duplex and twindominium dwellings; one thousand five hundred (1,500) square feet for a two-story dwelling; and one thousand five hundred (1,500) square feet for any other multistory dwelling. The first floor living space shall be no less than twenty-four inches (24") and no more than thirty-six inches (36") above curb level.

C) All buildings must be either stick built on the job site, be pre-fabricated off-site, or be of panelized construction. No building or outbuildings shall be erected, constructed, altered or placed on any Lot, until and unless the plans and specifications therefor and a plan showing the location and details of the structure have been approved by RRLLC as to the quality of workmanship and materials, and harmony of external design with existing structures.

D) All dwellings must have a garage, (two-car for single family residences and one car per living unit for duplexes and twindominiums), sidewalks and a blacktop or concrete driveway. All dwellings must also comply with all applicable building codes. Sidewalks and driveways must be installed before time of occupancy.

E) No mobile homes, as defined by Wis. Stats. Sec. 66.0435(1)d, log buildings, basement homes, or previously erected buildings shall be erected or placed on any Lot.

F) The construction of any building on any of the subject Lots, including all landscaping and sodding or seeding of all yards, 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 of longer than three months. The construction site shall be picked up and reasonably free of debris at all times.

G) No trailer, tent, shack, garage, barn or other outbuildings shall be used as a temporary or permanent residence.

H) The Owners of each Lot are responsible for insuring that their property is properly drained and does not cause water to drain onto neighboring Lots.

I) RRLLC will be responsible for the miscellaneous park fees charged by the Village of Trempealeau for a single family home and for a duplex. The Owner of a three-plex or a multiplex shall be responsible for the miscellaneous park fees charged by the Village of Trempealeau.

II. Architectural Control

No building, fences or outbuildings shall be erected, placed or altered, nor any landscaping commenced, until the plans and specifications therefor and a plan showing the location and details of the structure or landscaping have been approved by the Architectural Control Committee (hereafter "Committee") as to the quality of workmanship and materials, and harmony of external design with existing structures.

III. Architectural Control Committee

While RRLLC retains ownership of any Lot, this Committee shall consist of three members appointed by RRLLC. The Committee may appoint a representative to act for them. When RRLLC ceases to own any of the subject Lots, a majority of the then record Owners of the Lots shall have one vote per Lot and shall elect three members to the Committee.

IV. Swimming Pools

All pools must be enclosed by a fence with a height of six feet and have a gate that must be secured. Above ground pools shall be allowed if adequate screens from the view of neighbors or passers-by are installed.

V. Fences

Any and all fences shall be constructed of wood or vinyl, and be at most, six feet (6') in height from ground level. All fences shall also comply with all County and Village ordinances and regulations. If the requirements set forth in this paragraph conflict with County or Village ordinances or regulations, said ordinances or regulations shall control.

VI. Signs

No sign of any kind shall be displayed to the public view on any Lot except: One professionally made, permanent sign, and temporary signs advertising the property for sale, neither of which shall exceed four (4) square feet in size, except as follows: 1) A permanent sign or monument with the name of the development may be erected and maintained as directed by the Architectural Control Committee, and 2) Temporary signs of any size placed by RRLLC or its agents pertaining to the sale of the Lots until the last of the Lots owned by RRLLC have been sold.

VII. Noxious Practices

No noxious or offensive trade, activity or practice shall be carried on upon the Lots, nor shall any trade become an annoyance or a nuisance to other residents. No outdoor wood burning furnaces are allowed. Rubbish, trash, garbage and other waste shall be kept in clean and sanitary containers, and either stored indoors, or sheltered from public view by fencing or other aesthetically pleasing screening, except on trash pickup day. No incinerators or permanent or semi-permanent dumpsters are allowed.

VIII. 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.

IX. Parking and Storage of Vehicles and Boats

Motor homes, camping trailers, boat trailers, boats, buses and trucks over one ton, or other recreational vehicle shall not be stored or parked on any Lot nor on any street within the subject plat for more than seventy-two (72) hours, except that said items may be stored or parked within a garage attached to any dwelling. No semi-tractors and trailers shall be stored or parked on said Lots, nor any street within the subject real

estate at any time except for the purpose of making deliveries or moving persons into or out of residences.

X. Outdoor Lighting, Television Satellite Dishes and Towers

Unless approved by the Committee, exterior lighting not attached to the dwelling shall not be placed higher than eight (8') feet from ground level and no television satellite dishes larger than 18" in diameter shall be placed or erected on any Lot. Radio or television towers may not exceed fifteen (15') feet in height from ground level.

XI. Conditions for Maintenance

The Owner(s) of all lots upon which twindominiums are constructed, shall comply with the following conditions for maintenance.

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.

2) The common elements of the building are defined as:

- a. The eight-inch concrete party wall in the basement bearing on a sixteen inch by eight inch concrete footing.
- b. An eight inch width through a vertical plane upward from the basement party wall through the deck, living, attic and garage areas, including in such eight inch width the roof, soffit, brick veneer, foundation wall and the exterior siding, and including also the sound board, insulation and dry wall within such area.

The unit Owner(s) will 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.

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.

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.

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 and completed by builder.

6) The Owner(s) of each 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.

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 Architectural Control Committee for RRLLC. The front yard as defined by the code of Ordinances of the Village of Trempealeau, 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 of the Architectural Control Committee for RRLLC.

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 his/her 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 and replacement shall be in accordance with the other terms and conditions of these provisions.

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.

10) If due to the negligent act or omission of a unit Owner or Owners, 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 to the other unit, or maintenance, repairs or replacements shall be required which otherwise would be at the common expense, then such unit Owner(s) shall pay for such damage and such maintenance, repairs and replacements as may be required.

11) In order to resolve any dispute between the Unit Owner(s) in regard to the 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 enforced under the provisions of Wisconsin law.

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.

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

XII. Severability

Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

XIII. Enforcement

Any Owner of any interest (except for a security interest) in any Lot, or RLLC shall have standing to bring proceedings at law or in equity against any person(s) violating or attempting to violate these restrictions, and shall be entitled to injunctive or monetary relief (including all court costs and legal fees) or both.

CONSENT OF MORTGAGEE

The Citizens First Bank, Trempealeau, Wisconsin, hereby consents to the foregoing.

Dated this ___ day of February, 2009.

CITIZEN'S FIRST BANK
TREMPEALEAU, WISCONSIN

By: _____
_____, Title: _____

STATE OF WISCONSIN)
) ss
_____ COUNTY)

Personally came before me this ___ day of February, 2009 the above-named, _____ of the Citizens First Bank, Trempealeau, Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same for the Citizen's First Bank of Trempealeau, by its authority.

_____, Notary Public
_____ County, Wisconsin
My Commission: _____

THIS DOCUMENT DRAFTED BY:
Attorney James W. McNeilly, Jr.
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La Crosse, WI 54602-0966