DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LIBERTY SUBDIVISION

Name and Return Address
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This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made on the date hereafter stated by **JB Holmen Investments LLC,** a Wisconsin limited liability company ("Developer").

RECITALS

Developer is the owner of all the real estate located in the Liberty Subdivision to the Village of Holmen, La Crosse County, Wisconsin, and legally described in Exhibit A attached hereto ("Property"). 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.

DECLARATION

NOW THEREFORE, Developer hereby 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 Developer and all Owners of the Property.

ARTICLE I
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:

1.01. ARC. The term "ARC" shall mean the architectural review committee as established herein.

1.02. Declaration. The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions and all amendments thereto.

1.03. Developer. The term "Developer" shall mean JB Holmen Investments LLC, a Wisconsin limited liability company, its successors and assigns.

1.04 Improvement. The term "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, sidewalks, utility lines, roads, driveways, walkways, paving, curbing, parking areas, grading, excavation, 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.

1.05. Lot. The term "Lot" shall mean any of the Lots in Liberty Subdivision to the Village of Holmen, La Crosse County, Wisconsin, as legally described herein, and any Improvements located thereon. In the event that any Lots are combined or subdivided pursuant to Article 9.02 hereof, then each new parcel created by said approved combination or subdivision shall thereafter be considered a Lot.

1.06. Occupant. The term "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.

1.07. Owner. The term "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.

1.08. Property. The term "Property" shall mean all of the Lots in Liberty Subdivision to the Village of Holmen, La Crosse County, Wisconsin, and any Improvements thereon, or any portion thereof.

ARTICLE II
EASEMENTS

2.01. Reservation of General Access Easement. Developer does hereby establish and reserve for itself and the ARC and their respective agents, employees, successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot for the purpose of providing ingress to and egress from each Lot for: (a) inspecting each Lot in order to determine compliance with the provisions of this Declaration and (b) taking any action permitted to be taken by Developer or the ARC pursuant to any of the provisions of this Declaration. Upon completion and occupancy of any residence, except in the event of emergencies, the foregoing easement shall be utilized only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant of such residence.

2.02. Reservation of Easement for Stormwater Drainage. Developer does hereby establish and reserve for itself and the ARC and their respective agents, employees, successors and assigns, for the benefit of all Owners of any portion of the Property, a permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot for the flow of stormwater in such locations as necessary to protect the Property. No Owner shall grade, modify or obstruct any swale or drainage way so as to impede the flow of surface water from or onto other Lots. The easement established and reserved herein shall include the right to excavate, grade and fill and to otherwise take all other action reasonably necessary to establish appropriate stormwater drainage patterns; provided, however, that such easement does not impose any duty or obligation upon Developer or the ARC to perform any of the foregoing actions.

ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE AND APPROVALS

3.01. Purpose of the ARC. The purpose of the ARC shall be to approve, approve with conditions or disapprove any plans and specifications for any proposed Improvement 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 circumstances.

3.02. Composition of the ARC. 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 one year 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 to each Owner.

3.03. 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 (3) 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 (3) 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 Owners called by written notice for this purpose.

3.04. Procedure and Meetings. While Developer serves as a member of the ARC, meetings shall be held at such time and place as Developer determines is 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 members present in person 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.

3.05. Approval of Plans and Specifications.

A. No Improvement (as defined in Article 1.04) 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.

B. 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 Improvement 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 Improvement. 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.

C. 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.

D. 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 judgment 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.

E. 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.

F. 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.

G. 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.

H. 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 Article VIII of this Declaration 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.

3.06. ARC Not Continued. In the event that the Owners do not continue the ARC as permitted by Article 3.03 hereof beyond the date Developer and members appointed by Developers cease to be members of the ARC, then the approvals under Article 3.05 hereof are no longer required. However, regardless of the existence of the ARC, the restrictions contained in Article IV are applicable to all Improvements.

3.07. No Implied Variance. The approval of any plans and specifications under this Article III shall not be presumed to grant any variance from the provisions of Article IV of this Declaration, unless the specific provisions of Article 4.18 are also complied with.

3.08. 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.

ARTICLE IV
USE AND DEVELOPMENT RESTRICTIONS AND ARCHITECTURAL STANDARDS

4.01. General Use Restriction. Single family homes constructed on Block 1 Lots 82 and 87 to be a 1400 sq/ft minimum of living space main level, with a poured foundation, no slab on grade homes and minimum two (2) car attached garage. All R3 zoned homes constructed on Block 6 Lots 1-11 and Block 13 Lots 1-21 shall consist of at least 1300 sq/ft of living space on the main level and have a poured foundation, no slab on grade homes, and minimum two (2) car attached garage.

All twin homes on Block 1 Lots 81, 79-80, 83-84, and 85-86, shall consist of at least 1,350 square feet of living space main level per side on a poured foundation, with LP siding or mixture of LP siding and stone, no vinyl siding, with colored garage doors and colored front door, and minimum two (2) care attached garage.

All other Lots shall have a minimum of 1,500 sq/ft of living space main level, with poured foundations, and minimum three (3) car attached garage.

No fences shall be installed without approval by the ARC. No chain link or wood fences are permitted. Vinyl fences will be allowed if approved by the ARC and cannot exceed six (6) feet in height.

Block 5 Lots 6-15, Block 7 Lots 1-19, Block 8 Lots 1-18, Block 9 Lots 1-23, Block 1 Lots 76-75 and 79-81, can only install white vinyl fencing, if the Lot is fenced.

For Lots on Block 6 Lots 1-11, Block 13 Lots 1-21, Block 3 Lots 1-3 and 22, and Block 2 Lot 1, the back or side of the lots along Briggs Road shall consist of two Arborvitae bushes starting on the lot line, then white vinyl fence every 25 feet, then three (3) Arborvitae bushes in the middle, then white vinyl fence for 25 feet, and ending with two green bushes on the opposite lot line. Approval by the ARC is required for any lots with odd measurements for spacing. Fences to all be in line with the neighboring fence.

No trade or business of any kind may be carried on, in or from any Lot. The use of any portion of a Lot as an office by an Owner or Occupant shall not be considered a violation of this Declaration if such use does not create customer, client or employee traffic. No building previously erected elsewhere shall be moved onto any Lot.

No mobile home, travel trailer, motorhome, tent, shack, garage, barn or other accessory building shall be used as a temporary or permanent residence. No portable or metal accessory buildings, playhouses, or any structure of any kind are permitted. Except as stated above, all houses shall have at least 20% of the front of the house in stone or the entire front of the house in real LP siding.

4.02. 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.

4.03. 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.

4.04. 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.

4.05. Satellite Dishes and Antennae. One satellite dish not greater than eighteen inches (18") in diameter may be attached to the rear of the house or mounted adjacent to the rear of 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.

4.06. Building Setbacks. The Owner shall comply with all Village of Holmen setback requirements. In addition, any garage door facing a street must be not more than twelve feet closer to the street than the front façade of the house and shall not be wider than necessary to accommodate three vehicles. 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.

4.07. Vehicles, Machinery and Equipment. Motorhomes, mobile homes, any vehicles not normally used by the general public for daily passenger use, trailers of any kind, campers, motorcycles, 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. There shall be only one (1) vehicle parked in the driveway. 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.

4.08. Driveways and Parking Areas. All driveways, sidewalks, and parking areas on any Lot shall be constructed of concrete. Each Owner, at the Owner’s expense, shall install a sidewalk on near the boulevard of the Lot of a size and location as required by the Village of Holmen and as approved by ARC.

4.09. Lawn Areas. All areas of the lawn located between the house and any street, and all side yard areas extending to the rear corner of the house and rear yards, shall be sodded within thirty (30) days of issuing of the occupancy permit. Rear yards may be hydro seeded at the discretion of the ARC. All Owners shall be required to control and maintain weeds and grasses on the Lot and Village of Holmen right of ways. Each Lot is required to have a minimum of six (6) inches of black dirt in all areas which are intended as lawn. Additional time to complete the landscaping may be granted by the Committee if weather conditions prevent completion within the prescribed time.

4.10. Windows and Window Treatments. Reflective window coverings are not permitted on the exterior of 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 provisions of Article 3.05 of this Declaration.

4.11. Exterior Lighting. All exterior lighting should be directed downward and shielded in a manner that minimizes the impact on other Lots. Exterior lighting not attached to the house or improvements shall not be placed higher than eight (8) feet from the ground.

4.12. Play Equipment. Children's toys, swing sets, jungle gyms and similar outdoor recreational equipment shall be approved only in the rear yard.

4.13. Signage. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than three (3) square feet located in the front yard advertising the property for sale or advertising the name of the home builder during the construction period.

4.14. 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.

4.15. 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 or enclosed area out of sight of general public. Outside storage is strictly prohibited.

4.16. 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 the ARC are not permitted.

4.17. Variances. The ARC, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to this Article IV. 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 Article III of this Declaration shall not be presumed to grant any variance unless specifically granted under the provisions of this Article 4.18.

4.18. Animals. No domestic animals, chickens or other fowl may be kept on the Lot, except Owner may keep up to a total of three (3) dogs or cats. All dog kennels must be approved by the ARC and must be screened in with fencing.

4.19. Roofing. No raw aluminum or galvanized material is permitted. No solar or energy collection panels or equipment shall be installed or maintained on a Lot. All heating vents or other projection of any nature that are placed on the roof shall be of a color that closely matches the roofing material.

4.20. Swimming Pools. Swimming pools shall generally be limited to the in-ground type except by special permission of the ARC. 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 are prohibited. The Village of Holmen has a swimming pool ordinance requiring permits, inspections and fees and all swimming pool construction and installation must be done in accordance with Village of Holmen Ordinances. Hockey rinks are prohibited.

4.21. Doors/Garage Doors. All garage doors shall have windows. The colors for the front exterior doors and garage doors of all homes need to be approved by the ARC.

ARTICLE V
OWNER'S RESPONSIBILITIES

5.01. Approvals. It is the sole responsibility of the Owner to secure approval for all aspects of any proposed Improvement. In the event 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.

5.02. 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.

5.03. 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.

5.04. Erosion Control. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on 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.

5.05. 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.

5.06 Responsibilities of Unit Owners in Zero Lot Line Buildings. Owners of each Unit containing a zero lot line building shall have fifty percent (50%) percent interest as tenants in common in the common elements of the building. The common elements for the Units containing a zero lot line building shall be defined as the eight inch concrete party wall in the basement bearing on a sixteen inch by eight inch concrete footing, along with an eight inch width through a vertical and horizontal 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 drywall within such area.

Each Owner of Unit containing a zero lot line building shall pay his/her/their proportionate share of the expenses of maintenance, repair, and replacement of the common elements. Payment thereof shall be in such amount and at such times as mutually agreed upon by the parties. If an Owner fails to pay his or her share of the expenses, then the Developer or ARC shall have the authority to take such action against the non-paying Owner pursuant to Article VIII.

In the event the roof of the zero lot line buildings needs to be repaired or replaced, then all portions of said roof shall be covered with the same material. In the event of painting or replacing of siding on a zero lot line building, then such siding shall be the same color and material.

ARTICLE VI
CASUALTY AND CONDEMNATION

6.01. Damage or Destruction. In the event of any fire or any other casualty which damages or destroys any portion of any Lot, the Owner shall promptly repair and otherwise restore such Lot 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.

6.02. 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.

ARTICLE VII
TERM AND AMENDMENTS

7.01. 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 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.

7.02. Amendment by Developer. So long as Developer is also an Owner, as defined in Article 1.07 of this Declaration, Developer may amend this Declaration by a written instrument filed and recorded in the office of the Register of Deeds of La Crosse County, Wisconsin, without obtaining the approval of any other Owner. Any amendment made pursuant to this Article 7.02 shall be certified by Developer and shall be effective upon recording. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by all amendments permitted by this Article 7.02 and further agrees that, if requested to do so by Developer, such Owner will consent in writing to such amendment.

7.03. Amendment by Owners. Except for amendments under Article 7.02 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 recorded in the office of the Register of Deeds of La Crosse County.

ARTICLE VIII
ENFORCEMENT

8.01 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 or the ARC (if there is no ARC, then by any non-breaching Owner) shall have the right and authority, at its option to (a) enjoin such violation or non-compliance and/or (b) through their designated agent, employees, representatives and independent contractors, enter upon such lot or dwelling and take all action necessary to extinguish or correct such violation or breach. Any other Owner or Owners shall have the right and authority, at its/their option, to enjoin such violation or non-compliance.

All costs and expenses incurred by the ARC or Developer in enforcing any of the provisions of this Declaration that are in violation or non-compliance including without limitation, attorney fees, court costs, expenses and witness fees, shall be paid by such Owner who has violated or breached any of the provisions of this Declaration. Non-payment of the costs and expenses by the Owner who has violated or breached the provisions shall constitute a lien upon the premises of the Owner's Property, wherein the breach or non-compliance has occurred. Costs and expenses incurred by an Owner or Owners seeking enforcement for violations or non-compliance shall be determined by the Court finding a violation or noncompliance of any provisions of this Declaration.

If an Owner breaches the provisions of this Declaration the breach is not cured within ten (10) days of receiving notice from the Developer or ARC, then the breaching Owner shall be assessed

a fee of $100.00 per day for each day the breach of the provisions of this Declaration continues until the breach is remedied.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.01. Rezoning. No owner may rezone any portion of the property without permission of the ARC.

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

9.03. 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 the 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.

9.04. Captions and Headings. The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Declaration. The table of contents, cover page and any index to this Declaration are for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

9.05. Pronouns and Plurals. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

9.06. 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.

9.07. 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.

9.08. 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 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.

9.09. 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.

9.10. 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.

9.11. No Partition. Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

9.12. 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.

9.13. 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.

9.14. 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.

9.15. 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 _____, 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.

9.16. 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.

9.17. 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.

(signatures on next page)

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed as of this _____ day of _____, 2025.

JB HOLMEN INVESTMENTS LLC
a Wisconsin limited liability company

_____
By: Benjamin A. Thorud
Title: Member

_____
By: James Westpfahl
Title: 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 corporate officers, personally known to me to be the same persons who executed the foregoing instrument, appeared before me this day, in person, and Severally acknowledged that they signed and delivered the said instrument, pursuant to authority given by JB Holmen Investments LLC, a Wisconsin limited liability company, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this _____day of _____, 2025.

_____
Printed name:
Notary Public, State of Wisconsin
My Commission (is permanent) (expires):_____

This document was drafted by:
Attorney Brandon J. Prinsen
Johns, Flaherty & Collins, S.C.
205 5th Avenue South, Suite 600
La Crosse, WI 54601

EXHIBIT A

LEGAL DESCRIPTION

Part of the fractional NW 1/4 of the NW 1/4, Lot 1, Certified Survey Map, Volume 5, Page 108, Doc. No. 1084879, part of the fractional NE 1/4 of the NW 1/4, SE 1/4 of the NW 1/4, NE 1/4 of the SW 1/4, Lot 2, Certified Survey Map, Volume 7, Page 157, Doc. No. 1178658 and part of the SE 1/4 of the SW 1/4, of Section 1, T17N, R8W, all in the Village of Holmen, La Crosse County, Wisconsin, to-wit:

Commencing at the North Quarter corner of said Section 1; thence S0°04'55"E along the North-South Quarter line 260.63 feet to the point of beginning; thence continuing S0°04'55"E along said North-South Quarter line 2290.04 feet to the Northeast corner of said NE 1/4 of the SW 1/4; thence S0°09'40"W along the North-South Quarter line 1718.24 feet to the North right of way of Briggs road; thence N89°49'10"W along said North line 33.54 feet to the West right of way of said Briggs road; thence S0°08'34"W along said West right of way 28.82 feet to the North right of way of Sween Drive; thence N89°51'25"W along said North right of way 10.03 feet to the p.c. of a 553.87 foot radius non tangent curve; thence continuing along the arc of said curve, concave Southeast, the chord of which bears S86°08'15"W and measures 77.38 feet; thence S82°07'54"W along said North right of way 109.81 feet to the Southeast corner of Lot 1, Certified Survey Map, Volume 7, Page 157, Doc. No. 1178658; thence N0°11'22"E along the East line thereof 311.18 feet to the Northeast corner of said Lot 1; thence N89°42'36"W along the North line thereof 100.00 feet to the Easterly line of Gaynor's Rolling Hills Addition; thence N0°11'20"E along said Easterly line 139.77 feet to the Northeast corner of said Gaynor's Rolling Hills Addition; thence N89°42'00"W along the North line of said Gaynor's Rolling Hills Addition 1001.38 feet to the Easterly right of way of U.S.H. 53; thence N0°00'04"W along said Easterly right of way 1322.38 feet; thence continuing along said Easterly right of way N0°13'18"E 2505.45 feet to the Southerly right of way of C.T.H. "Old County Highway NA"; thence N89°59'08"E along said Southerly right of way 368.60 feet to the West line of Lot 2, Certified Survey Map, Volume 5, Page 108, Doc. No. 1084879; thence S0°03'23"E along said West line 196.21 feet to the Southwest corner of said Lot 2; thence S89°56'52"E along the South line thereof and its extension 634.97 feet also being South line of Certified Survey Map, Volume 2, Page 123, Doc. No. 940852 to the West line of Certified Survey Map, Volume 5, Page 39, Doc. No. 1061211; thence S0°01'23"E along said West line 30.00 feet to the Southwest corner of said Certified Survey Map; thence S89°53'31"E along said South line 317.61 feet to the North-South Quarter line and the point of beginning.

Subject to any easements, covenants or restrictions, implied or recorded.
Parcel contains approximately 115.00 acres.