

COMMUNITY WELL COVENANTS AND RESTRICTIONS

Document No.

KST, LLC, a Wisconsin limited liability company, ("KST"), 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 62 through 95 located in the **PLAT OF RIDGEVIEW HEIGHTS I**, located in the Town of Greenfield, La Crosse County, Wisconsin, (hereafter "Lots").

1403539

LACROSSE COUNTY
REGISTER OF DEEDS
DEBORAH J. FLOCK

RECORDED ON
09/10/2004 01:55PM

REC FEE: 19.00
TRANSFER FEE:
EXEMPT #:

PAGES: 5

RETURN TO:

Eugene R. Shumann
4433 Mormon Coulee Road
La Crosse, WI 54601

- (1) KST, LLC will drill several wells and install the necessary water supply equipment to supply water to the residences on each Lot (but not the laterals to the residences located on each Lot). Each well and associated water supply equipment (but not the laterals to the residences) shall constitute a "water supply system." Each system may have four (4) or five (5) houses connected to a system. A water supply system consists of a well, a pump with piping, electrical connections to operate such pump, water mains to the Lots served by that well and a curb stop at each Lot at the property line.
- (2) After connection to a water supply system, the Owners of each Lot shall be equal Owner(s) (per Lot), with the other Owners or residences connected to the same system, of the system to which the Owner(s) residence is connected, along with any cash reserves (as defined below). Also after connection to a system, the Owner(s) of each Lot shall be equally liable (per Lot) with the other Owners or residences connected to the same system, for all costs of operation, maintenance, repair and replacement of that particular system. However, all costs of installation, maintenance, repair or replacement of the laterals to a particular residence shall be borne by the Owner(s) of that Lot.

THIS DOCUMENT DRAFTED BY:

James W. McNeilly, Jr. @
BOSSHARD & ASSOCIATES
PO Box 966
La Crosse, WI 54602-0966

- (3) The undersigned hereby grants a 15' easement over each Lot where the water main is installed, in favor of the other Lots, for the installation, maintenance, repair and replacement of each system, along with an easement over each Lot, in favor of the other Lots, for the maintenance, repair and replacement of mains or laterals to each residence located on the other Lots connected to that particular water supply system.
- (4) The Owner(s) of each Lot shall pay a \$125.00 fee to connect to a water supply system for each Lot, or connection, whichever is greater. For example, if the same Owner or Owners buy(s) two (2) Lots or for some reason, an Owner or Owners of one Lot connects two laterals to one residence, the Owner(s) in each instance would be required to pay two (2) connection fees. All connection charges shall be deposited in an account, to be administered by the Trustee of the water supply system to which the residence is connected, pursuant to paragraph (5) below. After hookup, the Owner(s) of each Lot shall pay to the Trustee, the sum of \$20.00 per connection per month as dues. Should this sum not be sufficient to pay any costs of operation, maintenance, repair, or replacement of a particular system, the Owners (s) of each Lot whose residences are connected to that particular system, shall contribute equally per Lot to cover the shortfall. This account shall constitute "cash reserves." The cash reserves for each system shall be used for that particular water supply system only, and not for any other water supply system in the Plat.
- (5) One Trustee for each water supply system shall be elected by a majority of the owners of the Lots whose residences are connected to that particular water supply system. Each Lot is entitled to one vote, regardless of the number of Owners(s) of said Lot. For example, if an Owner or Owners own(s) two Lots, that Owner or Owners would have two (2) votes, provided that the Owner or Owners paid a connection fee for both lots. The first Owner or Owners who first connect to a well water system will automatically become the Trustee of that particular water supply system. The Trustee shall collect connection fees, monthly dues, and arrange for testing, maintenance and repairs, pay all debts and obligations relating to that particular system (including electrical costs of operating the system) and also handle any surplus funds all in the best interest of the Owners. In the event that any monthly due or shortfall assessment is paid, the Trustee shall send written notice of such default to the Lot Owner(s). If the dues or assessment remains unpaid within sixty (60) days after the sending of the notice, the Trustee, in addition to any other rights and remedies at

law or in equity, shall have the right to shut off the water supply to the subject Lot.

- (6) Each water supply system shall be separately metered for electrical costs.
- (7) All Owner(s) of each Lot shall have the right to free and unobstructed access to the water supply system to which that particular residence is connected, and shall have the right and duty to mitigate any problems.
- (8) The sale of any of the subject Lots shall also include the Seller's Ownership and share in the water supply system to which that particular Lot is connected, along with any cash reserves related to that system.
- (9) The Owner(s) of each Lot shall not have the right to withdraw from this Community Well Agreement unless a municipal water supply is furnished to all Lots whose residences are connected to that particular water supply system. In that event, the well and water supply system shall be sold (if possible), the proceeds thereof put into cash reserves and then any cash reserves remaining shall be equally divided among the Owner(s) of the Lots whose residences were connected to that particular system, per Lot.
- (10) This Well Agreement shall be recorded in the Office of the Register of Deeds of La Crosse County.
- (11) The rights hereby created and the restrictions hereby imposed shall be rights and restrictions running with the land described herein, and shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors and assigns and all persons claiming under them.

IN WITNESS WHEREOF, the parties have caused this agreement to be
duly executed as of the 21st day of AUGUST, 2004.

**KST, LLC, A Wisconsin
Limited liability company, by:**

William J. Kratt

William J. Kratt, Member

Robert J. Thorud

Robert J. Thorud, Member

Eugene R. Shumann

Eugene R. Shumann, Member

STATE OF WISCONSIN)
)SS
COUNTY OF LA CROSSE)

Personally came before me this 21 day of August 2004, the above-named William J. Kratt, Eugene R. Shumann, and Robert J. Thorud, Members of KST, LLC, a Wisconsin limited liability company, to me known to be the persons who executed the foregoing instrument for the purposes therein contained.



Ethel J. Monroe
, Notary Public

La Crosse County WI
My Commission 9-02-07

CONSENT OF MORTGAGEE

The River Bank hereby consents to the foregoing.

Dated this 23rd day of AUGUST, 2004.

RIVER BANK

By: Brian D. Voelker
BRIAN D. VOELKER, Title: EVP/CEO.

STATE OF WISCONSIN)
COUNTY OF LA CROSSE) ss

Personally came before me this 23rd day of AUGUST, 2004, the above-named BRIAN D. VOELKER, EVP. CEO, ~~President~~ of River Bank, to me known to be the person who executed the foregoing instrument for the purposes therein contained.

Ethel J. Vogel
 _____, Notary Public
 La Crosse County, WI
 My Commission: 9-02-07

THIS DOCUMENT DRAFTED BY:
James W. McNeilly, Jr.
BOSSHARD & ASSOCIATES
P O Box 966, La Crosse, WI 54602-0966