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RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE NATHAN HILL ESTATES PLANNED DEVELOPMENT

The Nathan Hill Estates Homeowners Association, Inc. as the owner of all of the common areas of The Nathan Hill Estates Planned Unit Development, (hereinafter "Nathan Hill"), being a duly created and existing Association as defined by Wisconsin Statutes, hereby makes the following declaration as to limitations, restrictions and uses of the subject real estate for the benefit of the present and all future lot owners ("Lot Owner" or "Lot Owners") of the property located within the subject real estate. Any reference to "Lot Owner" or "Lot Owners" shall also mean "Unit Owner" or "Unit Owners" and vice versa. Any reference to "Lot" shall also mean "Unit" and vice versa.

The restrictions set forth 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.

1. LEGAL DESCRIPTION. The legal description of the real estate which is subject to the restrictions set out herein is attached hereto as EXHIBIT "A" and made a part hereof by reference (the "SUBJECT REAL ESTATE").

2. LAND USE AND CONSTRUCTION REQUIREMENTS.

2.1 Single Family Restriction. All Lots located within the SUBJECT REAL ESTATE have been developed in accordance with the provisions of the planned Unit Development Ordinances for the City of Onalaska, Wisconsin, as they existed at the time of the development and any amendments thereto. Only single family or zero lot line attached residential dwellings ("Residential Dwellings») have been constructed within this Planned Unit Development and any exterior changes shall be subject to prior approval by the Board of Directors (hereinafter "Board").

2.2 Dwelling Size and Type. The Residential Dwellings on any Lot are two- story, with two, three or four bedrooms, each with no less than 1,750 square feet of living space, and have attached garages.

2.3 Building Requirements. All Residential Dwellings are wood frame buildings and comply with all applicable building and zoning codes at the time they were constructed.

2.4 Prohibited Structures/Dwellings. No log buildings, basement homes, mobile homes, RV's, trailers, or previously erected buildings shall be built or placed on any Lot. No mobile homes, trailer, RV, tent, shack, barn, storage-shed, or other out building shall be used as a temporary or permanent residence.

2.5 Building Improvements. Any improvements or changes to the exterior of the Unit or the structural integrity of any Residential Dwelling, after it has been initially constructed, shall not be commenced until the Unit Owner receives written approval of the Board, and all procedures followed as specified in Paragraph 5, below.

2.6 Zoning. In the event that any of the above restrictions conflict with the Planned Development District Ordinance for the City of Onalaska, Wisconsin, or planned development zoning for the subject property, said ordinances shall control.

2.7 ATV/Snowmobile/Motorcycle Use. No all-terrain vehicles or snowmobiles shall be operated within the SUBJECT REAL ESTATE by Lot Owners or their guests. If any such vehicles are stored on the SUBJECT REAL ESTATE, said vehicle must be completely stored within a garage. Motorcycles shall be allowed to be operated on Coronado Circle for transportation in and out of Nathan Hill Estates, provided they are equipped with suitable mufflers to prevent excessive noise. The Board shall have the complete authority to determine at what decibel level noise becomes excessive.

3. EASEMENTS. All Lots shall be served with telephone and electricity and other utility easements which are established on the plat and all easements shall provide for the installation and maintenance by the utility company serving Nathan Hill Estates. All Lots shall be subject to a grant of easement and transfer of water and sewer utilities from the Developer to the City of Onalaska. All Lots in all phases shall be subject to a common easement across all Lots as designated on the Plat for the purpose of providing for the installation and maintenance of a multi-zoned underground sprinkler system. The Board reserves the right to modify said easement as it deems appropriate for the development of future phases.

4. HOMEOWNERS ASSOCIATION.

4.1 Membership. One (1) membership in the Homeowners Association shall be issued per Lot in Nathan Hill Estates. Each such membership shall be titled in the name of the owner (or the names of all co-owners, if any) of said Lot. If more than one person owns an interest in a Lot, they shall all be bound by the Articles of Incorporation, the Bylaws, and resolutions adopted by the Homeowners Association.

4.2 Homeowner Association Duties. Among other duties, the Homeowners Association shall provide snow removal, lawn care, weed control, underground sprinkler system repair, replacement of shingles on a predetermined schedule, as set by the Board. The exterior of the Units (including deck rails and mailboxes) will be painted on a predetermined schedule as set by the Board. The Homeowners Association shall also be responsible for maintaining Coronado Circle and for keeping all fire hydrants cleared of snow and debris. Further, the Homeowners Association shall be responsible for maintenance and plowing of the private common access driveway.

4.3 Homeowners Association Not Responsible. The Association is not responsible for cleaning, maintaining, repairing or replacing any of the following items to include, but not limited to:

a. Gutters

b. Exterior Doors

c. Individual Mailboxes

d. Storm Doors

e. Windows

f. Garage Doors

g. Skylights

h. Exterior Damage to Unit caused by storm damage

1. Deck Flooring

j. Sidewalks (except in common areas)

4.4 Board Discretion. Paragraphs 4.2 and 4.3 above outline required duties of the Association and required duties of the individual Unit Owners. In the event a situation occurs which is not clearly identified as an Association or Unit Owner responsibility, it shall be the decision of the Board under its sole discretion whether the Association shall perform such a repair, replacement, etc.

4.5 Association Fees. Annually, the Homeowners Association shall set association fees which shall be paid by all Lot Owners on a quarterly basis to fund the duties of the Association. The Homeowners Association shall have the authority to levy special assessment') as needed and to enforce these restrictions against any Lot Owners who violate them.

5. ARCHITECTURAL CONTROL. No additions or modifications to the exterior of the Residential Dwellings or decks nor any landscaping shall be commenced until the plans and

specifications thereof and a plan showing the location and details of the structure or landscaping have been approved by the Board (see Section 5.9) as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, finish grade elevations and exterior property lines. The exterior color shall be one that compliments the environment of the area. The intention of this restriction is to preserve the natural grade, terrain and drainage system and general appearance of Nathan Hill Estates insofar as possible, and to eliminate any excessive cut or fill in order to perpetuate and exemplify the natural beauty of the area for the benefit of all Lot Owners.

The following documentation and materials shall be provided to the Board as a part of the approval process described hereinabove:

5.1 Plans and Specifications. Complete plans and specifications sufficient to secure a building permit in the City of Onalaska, including a plot plan showing the proposed locations of additions, walks, or fences. All of which are subject to Board prior approval which may be granted or denied at the sole discretion of the Board which discretion shall be final and binding on all Lot Owners.

5.2 Elevations. Front elevations and both side elevations, or front elevation and one side elevation and rear elevation of building, plus elevations of walls and fences of Board pre-approved walls and fences, if any.

5.3 Perspective Drawing. A perspective drawing, if deemed necessary by the Board, to interpret adequately the exterior design.

5.4 Sample Materials. Samples and data as to materials, color and textures of all exteriors including roof covering, Board pre-approved fences and walls, if any.

5.5 Blueprints. One set of blueprints which shall be left with the Board until construction is completed.

5.6 Other Information. Any other information required by the Board.

5.7 Required Written Approval. The Board's approval or disapproval as required in these covenants shall be in writing. In the event that the Board, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relating covenants shall be deemed to have been fully complied with.

5.8 Ordinances. Any improvements to the SUBJECT REAL ESTATE shall be subject to compliance with the Planned Unit Development Ordinances for the City of Onalaska, Wisconsin, and all other zoning ordinances relating thereto.

5.9. Special Committee. A Special Committee may be appointed by the Board from time to time for a specified review process. Said Special Committee shall perform all investigation and collect all documentation, plans or specifications necessary to make a determination relative to the issue or specific request of a Unit Owner. Said Special Committee shall then

make a recommendation to the Board in an advisory capacity. The Board shall then have the full responsibility to take some affirmative action. A Special Committee shall consist of three (3) individuals, with the three (3) Committee members appointed by the Board. Said Special Committee members may be, but do not need to be, Board members. The Committee's recommendation as required in these restrictions shall be in writing and shall be by majority vote.

6. RESTRICTIONS.

6.1 Subdivision of Lots. Further subdivision of any Lot is prohibited. This restriction does not apply to the act of adding future phases of Nathan Hill Estates.

6.2 Trees. The number of trees in Nathan Hill Estates Lots must be consistent with The Nathan Hill Estates landscaping plan to be developed and approved by the membership, specifying the varieties, numbers, and spacing in order to comply with the stated objectives of the Association. Lot Owners may add, at their expense, those trees or bushes specified in the plan to their Lots without obtaining Board approval. Items not included in The Nathan Hill Estates plan will require Board approval prior to planting. Foundation plants and shrubs (including shrubs between driveways) are exempt from this restriction and are the Lot Owner's responsibility.

6.3 Clothes Lines/Gardens. No exterior clothes lines shall be permitted at any time and no gardens may be located in Nathan Hill Estates unless previously approved by the Board.

6.4 Signs/Decorations. No sign of any kind shall be displayed to the public view on any lot with the exception of one sign not more than four (4) square feet advertising the property for sale. Yard decorations shall not fall within the definition of signs, however, the Board has the authority to limit the number, size and type of yard decorations which will be allowed in any Lot.

6.5 Storage Tanks. No storage tanks of any nature shall be permitted either above ground or below ground on any of the Lots comprising the SUBJECT REAL ESTATE.

6.6 Satellite Dish/Antennas. No television or radio towers or antennas shall be permitted on any of the Lots herein. Satellite dishes of not more than 18 inches in diameter or 24 x 36 inch rectangles may be permitted at locations approved in advance by the Board.

6.7 Exterior Lighting. No exterior lighting attached to a separate structure such as a post or pole shall be permitted unless approved by the Board.

6.8 Pools. No pools or exterior hot tubs shall be placed on any Lot. Addition of hot tubs to decks shall follow architectural control requirements as outlined in Section 5.

6.9 Fences. No fences shall be erected on any Lot comprising the SUBJECT REAL ESTATE without the consent of the Board.

6.10 Use of Garage. No garage shall be made into livable or usable living quarters.

6.11 Firewood. No firewood, kindling or lumber of any kind may be stored on any Lot except that said items may be stored within the garage.

6.12 Noxious or Offensive Practices. No noxious or offensive practice, which is a source of annoyance or otherwise interferes with the peaceful possession of other Lot Owners, shall be carried on upon the Lots or the common areas. The Board has the final determination whether a practice is offensive.

No parcel of land shall be used or maintained as a dumping ground. Rubbish, trash, garbage, and other waste shall be kept in clean and sanitary containers. No incinerators, burning barrels, or compost piles are allowed. All garbage, rubbish or trash shall be kept inside the Residential Dwelling except that it may be placed outside the Residential Dwelling or garage up to twelve (12) hours before collection of garbage, rubbish or trash is accomplished, by the appropriate entity, and all such containers must be returned to the interior of the Residential Dwelling within twelve (12) hours of the collection of such garbage, rubbish or trash. There shall be no burning of brush within Nathan Hill Estates.

6.13 Animals. No wild or domestic animals, chicks or other fowl may be kept on any Lot or common area, except that any Lot Owner may keep up to two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat. No dog kennels shall be permitted. Animal fouling of foot paths, walkways and streets is strictly prohibited. Walking of dogs or cats shall be restricted to the side of the Residential Dwellings. Such walking shall be limited to leash walking and shall not include free roaming. The owner of the animal violating the restriction shall immediately remove the fouling debris, provided, however, that the Ordinances of the City of Onalaska applying to this situation, including penalties, shall also apply.

6.14 Storage of Vehicles and Boats. Motor homes, camping trailers, boat trailers, boats, or trucks over one ton shall not be stored or parked on any Lot, common area, or on the private street within the SUBJECT REAL ESTATE for more than seventy-two (72) hours except said items which are stored or parked within a garage attached to any dwelling. Subject to restrictions of Paragraph 2.7, parking a motor home, camping trailer, boat trailer, boat, or truck over one (1) ton for more than seventy-two (72) hours shall not be permitted until the prior written approval of the Board is obtained. No semi-tractors or trailers shall be stored or parked on a Lot nor on any street or common area within the SUBJECT REAL ESTATE at any time, except for the purpose of making deliveries or moving persons into or out of Residential Dwellings.

6.15 Parking. Parking of vehicles shall be permitted only in attached garages, upon garage driveways and on the side of Coronado Circle where allowed except that no vehicles shall be parked directly across the street from fire hydrants. During snow removal periods, parking is prohibited along Coronado Circle. This provision shall not be construed to change the restrictions contained in Paragraph 2.7.

6.16 Rental. Nathan Hill Estates is an Association of owner-occupied Units, and said Units are to remain single family dwellings, and shall not be used for rental purposes. However, in an Owner's absence and under unusual circumstances the Board may approve a rental, after a full review and written request by the Owner.

6.17 Playground Equipment. No permanent playground equipment shall be placed on any Lot without Board approval.

7. MISCELLANEOUS.

7.1 Term. Easements are perpetual and run with the land. The remainder of these covenants run with the land and shall be binding on all parties and all persons claiming under them until June 1, 2027, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Lot Owners of the Lots has been recorded, agreeing to change or terminate said covenants in whole or in part.

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

7.3 Enforcement. Any Lot Owner of any Lot on the SUBJECT REAL ESTATE and The Nathan Hill Estates Homeowners Association, Inc. may 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 or both. Further, the City of Onalaska by its authorized officials may enforce the Homeowners Association responsibilities set forth in Paragraph 7.1 above. However, the City of Onalaska shall have no responsibility for any of the duties set forth in Paragraph 4 above.

7.4 Modification of Restrictions. These restrictions may be altered, changed or modified by vote of at least sixty-seven percent (67%) of the authorized votes of all Lot Owners in the SUBJECT REAL ESTATE, and such alteration, change, modification or amendment shall become effective upon recording thereof. At any time hereinafter, the Board shall have the right to amend these restrictions to comply with changes in the Ordinances of the City of Onalaska.

Provisions to the contrary herein notwithstanding, these restrictions may not be amended or revoked as to the shared access easement over and upon Coronado Circle which easements provide access to parts of the SUBJECT REAL ESTATE.

7.5 Arbitration. Except as set forth in Paragraph 7.3, above, any dispute as to the interpretation of or compliance with these restrictions shall be submitted to binding arbitration. Each of the parties shall appoint an arbitrator of their choice and at their expense, and the two (2) arbitrators so appointed shall select a 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 Statutes, Chapters 788 and 799 and any other Statutes that may apply.

7.6 State and Local Regulations. In the event that any local or state regulations conflict with any of the provisions contained in these restrictive covenants, such local or state regulations shall control.