DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WILDWOOD VALLEY SUBDIVISION

LOCATED IN LA CROSSE COUNTY, STATE OF WISCONSIN

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WILDWOOD VALLEY SUBDIVISION

This Declaration is made this 31 day of August, 2011, by Gavaghan, LLC, a Wisconsin limited liability company, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in La Crosse County, Wisconsin, which is more particularly described as follows, to-wit:

See Exhibit "A".

To be platted as a subdivision known as Wildwood Valley Subdivision.

NOW, THEREFORE, Declarant hereby declares that all of the subject property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of all said real property and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, or their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I – DEFINITIONS

Section 1 – Association. Association shall mean and refer to Wildwood Valley Homeowners Association, Inc., a not-for-profit corporation, and its successors and assigns. This is the Declaration of Covenants, Conditions and Restrictions to which the Articles of Incorporation and Bylaws of the Associations make reference. A copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibit "B" and "C," respectively.

Section 2 – Common Areas. "Common Areas" shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto) now, or hereafter, owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of recording the conveyance of the first Lot by the Declarant are the private common areas, private common amenities, private conservation areas, private ponds and private roads shown on the Plat and as more fully set forth in Exhibit "D", and any areas conveyed to the Association by Declarant as specified in Article IV, and may include or exclude lift stations, septic systems, wells, walking trails, easements, and other areas or amenities

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intended for the common use and enjoyment of all lot owners in the subdivision and adjacent developments, all as more fully shown on the Plat.

Section 3 – Declaration. Declaration shall mean and refer to this instrument and any recorded amendment or restatement hereof made pursuant to the terms hereof.

Section 4 – Declarant. Declarant shall mean and refer to Gavaghan, LLC, a Wisconsin limited liability company, and its successors and assigns.

Section 5 – Lot. Lot shall mean and refer to any one of the parcels as shown upon the Plat.

Section 6 – Owner. Owner shall mean and refer to all present and future record owners, whether one or more persons or entities, of a fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded land contract and contract purchasers pursuant to a recorded land contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation. Whenever a use or enjoyment restriction provides that an Owner can or cannot do, or fails to do, certain acts or things, the Owner shall also be deemed to include the Owner's family, guests, tenants and purchasers, provided, however, that only an Owner, and not a member of the Owner's family, the Owner's guests, the Owner's tenants or the Owner's purchasers, shall be held financially responsible for any such act or failure to act.

Section 7 – Plat. Plat shall mean and refer to the Subdivision Plat of the Subject Property to be known as Wildwood Valley, and which is being executed and recorded contemporaneously herewith by the Declarant.

Section 8 – Standard Lot. "Standard Lot" shall mean and refer to all Lots in the Subdivision shown on the Plat intended for single family residential use and occupancy.

Section 9 – Subject Property. "Subject Property" shall mean and refer to that real property, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association, which is described above.

Section 10 – Cluster. "Cluster" shall mean and refer to each group or subgroup of Lots and the improvements thereon, intended to be used, occupied and operated together, but within the overall development and governance of the subdivision. There may be up to ten (10) such Clusters, each having up to twelve (12) lots or residential units.

ARTICLE II – MEMBERSHIP AND VOTING RIGHTS

Section 1 – Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2 – Voting Rights. The Association shall have two (2) classes of voting membership.

> Class A. Class A members shall be all Owners with the exception of the Declarant (who shall become a Class B member as provided hereafter) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Each vote shall be indivisible.
>
> Class B. The Class B member shall be the Declarant and it shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the date when Declarant ceases to own Lots in, or planned for, the Subdivision.

The Declarant shall not exercise its voting rights granted to it under this Article in an unreasonable manner nor in such way as to cause undue hardship upon any Owner. Likewise, Class A members shall not exercise their voting rights granted to them in a manner so as to hinder the Declarant, in any manner, in selling the Lots it has remaining, nor to affect any reservation or right of the Declarant contained herein, or elsewhere, so long as Declarant holds at least one (1) Lot for resale purposes. Further, Class A members agree to support any plans or proposals by Declarant to develop additional property, whether such development shall be additional phases within Wildwood Valley or adjacent property under separate rules and covenants.

Section 3 – Declarant's Voting Rights.

A. Declarant shall be entitled to elect at least one (1) member to the Board of Directors as long as Declarant holds any Lots for sale in the ordinary course of business.

B. After Declarant relinquishes control of the Association, Declarant may continue to vote any Declarant owned lots in the same manner as any other member.

ARTICLE III – GENERAL PROVISIONS

Section 1 – Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any such restrictions, conditions, covenants, reservations, liens or charges shall in no event be deemed a waiver of the rights to do so thereafter. If any court proceedings are required for the successful enforcement of any restrictions, conditions, covenants or reservations herein contained, or any liens or charges against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorneys fee, of the Owner or the Association who initiates such successful judicial proceedings for the enforcement of said restrictions, conditions, covenants, reservations, liens or charges.

Section 2 – Severability. Invalidation of any one of the restrictions, conditions, covenants, reservations, liens or charges, by judgment or court order, shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect thereafter.

Section 3 – Duration and Amendment. The restrictions, conditions and covenants of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners for a period of sixty (60) years from the date this Declaration is recorded, unless amended by an instrument approved by three-fourths (¾) vote of the Association. After the initial term, this Declaration shall be automatically extended for successive periods of ten (10) years, unless amended by an instrument approved by a majority vote of the Association. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within three (3) years after the date hereof if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like financing of residential structures within the Subdivision, or to respond to market demands.

Section 4 – Nonliability of Association. The Association, its officers and agents, shall not in any way or manner be held liable to any Owner or any other person or entity for failure to enforce, or for any violation of, the restrictions, conditions, covenants, reservations, liens or charges herein contained.

Section 5 – Notice. Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last known mailing address of the Owner as reflected on the records of the Association.

Section 6 – Miscellany. Any single violation of any provision of this Declaration by an Owner shall constitute a continuing violation which shall allow

the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of the restrictions, conditions or covenants ever be interpreted to operate as a reverter or a forfeiture of title.

Section 7 – Declarant's Rights. Nothing in this Declaration shall be interpreted, construed or applied to prevent Declarant, or its contractors, sub-contractors, agent, employees and invitees from doing or performing their work in or on all or any part of the Subject Property, owned or controlled by Declarant, whatever it deems to be necessary or desirable in connection with completing the Subdivision and the sale of Lots, including without limitation, maintaining at Declarant's cost, such signs as may be necessary for Declarant's sales activities. Without limitation by the generality of the foregoing, nothing contained in this Declaration shall be interpreted, construed or applied so as to prevent Declarant from operating a sales office on any part of the Subject Property including, but not limited to, a sales office or models.

ARTICLE IV – COMMON AREAS

Section 1 – Owners – Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The Association shall have the right to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the Common Areas for any period during which any assessment against an Owner's Lot remains unpaid or any violation of the provisions of this Declaration remain uncured by the Owner.

B. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedications or transfers shall be effective unless an instrument approved by the members entitled to cast two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days and no more than sixty (60) days in advance of such proposed dedication or transfer. Notwithstanding the foregoing, Declarant specifically reserves and retains the rights to: (1) transfer and convey utility installations and properties, including without limitation water, sewer (both storm water and sanitary), septic systems, wells, and geothermal, to any organization designed to own or operate them, as shown on the Plat, together with all necessary and appropriate easements for access in order to install, maintain, repair, and replace such utilities; and (2) the right to grant and convey or have the Association grant and convey, a perpetual, non-exclusive access and utility easement over, under, across and through the entrance way and roadway to the

Subdivision in order to provide ingress, egress, and utility service to future phases and adjacent development areas.

C. The Association shall have the right to reasonably limit the use of the Common Areas.

Section 2 – Declaration of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the Bylaws of the Association, Owner's right of use and enjoyment of the Common Areas and facilities to the members of the Owner's family, guests, tenants, contract purchasers who reside on Owner's Lot, contractors performing work for the Owner, suppliers and purveyors of services solicited by the Owner and delivery persons.

Section 3 – Reservation of Easement. Declarant does hereby reserve a nonexclusive perpetual right of access easement, over, across, under, in and to all Common Areas for construction thereon of Subdivision improvements, activities in connection with the sale of Lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and development of the Subject Property as well as the right to assign and transfer such reserved easements to others. Declarant further reserves unto itself the right to grant in the future additional easements across such Common Area for utilities or for other purposes as determined necessary in the sole opinion of Declarant.

ARTICLE V – ASSESSMENTS

Section 1 – Creation of the Lien and Personal Obligation of Assessments. Each Owner of each Lot by acceptance of a deed (or in the situation of a land contract purchaser, by acceptance of such contract), whether or not it shall be so expressed in such deed or such contract, is deemed to covenant and agree to pay to the Association: (a) an annual assessment and (b) any special assessments, both of such assessments to be established and colleted as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in connection with the collection of any assessment, fine and/or any other charge set forth herein, together with enforcement of any of the terms and provisions of this Declaration, shall be a charge and a continuing lien upon the Lot against which such assessment is made from the time such assessment becomes due. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment becomes due.

Section 2 – Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, welfare, convenience and enjoyment of the residents of the Lots and for the improvement

and maintenance of the Common Areas and for, but not limited to, maintenance of the Subdivision entrance; maintenance of the roads, landscaping, street lights throughout the Subdivision, if any, and the payment of utility charges; repairs and maintenance of private roads; payment of premiums for Common Area liability insurance; the cleaning of debris from Lots or building sites on which a residential dwelling has not yet been constructed; and fences. The Association shall have the obligation to maintain the Common Areas and such other areas as may be determined by the Association, and shall pay any and all taxes assessed upon said Common Areas and improvements thereon.

Section 3 – Special Assessments. In addition to the annual assessments authorized above, the Association may levy a special assessment per Lot for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair, improvement or maintenance upon any Common Areas or any real property owner by the Association, public property adjacent to or in the vicinity of the Common Areas or any of the Lots, including fixtures and personal property related thereto, landscaping, special signage and street lights that were not included in the regular budget; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4 – Segregation of Funds. Funds collected by the Association from the annual assessments and any special assessments shall be maintained separately. Notwithstanding the requirement that separated and segregated funds are required as aforesaid, there need be no physical division of such funds and same may be held in a consolidated account in which each separate fund shall have a designated interest for accounting purposes.

Section 5 – Notice and Quorum. Written notice of any meeting of Owners called for the purpose of taking any actions authorized under this Article shall be sent by United States mail, postage prepaid, or electronically transmitted in the manner authorized by the By-Laws of the Association, to all affected Owners of record (thirty (30) days prior to the date of any meeting called for this purpose) as required by the Bylaws. At the first such meeting called, the presence of affected Owners or of proxies entitled to cast 51% of all the votes of the affected membership shall constitute a quorum. If the required quorum is not present, the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the preceding meeting.

Section 6 – Rate of Assessment. The annual and special assessments pertaining to all matters shall be fixed at a uniform rate for all Lots and each Owner for each Lot owned shall be responsible for an equal fractional share of the total annual assessment and any special assessments.

Section 7 – Assessment Periods and Due Dates. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date(s) and payment schedule (e.g. monthly, quarterly, semi-annually or annually) as set forth by a Resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every affected Owner. The Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessments. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8 – Effect of Nonpayment of Assessment and Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date shall bear a late charge of ten percent (10%) of the assessment amount, plus interest from the due date at the rate of twelve percent (12%) per annum. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot to collect all amounts due and owing, including attorney's fees and costs. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by nonuse of any Common Areas or abandonment of the Owner's Lot.

Section 9 – Subordination of the Lien to Mortgages of Record. Any lien of the Association for assessments under this Article V recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot. When the mortgagee of a mortgage of record, or other purchaser, of a Lot obtains title to the Lot as a result of foreclosure of the mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his or her successors and assigns shall not be liable for the assessments by the Association pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessments that is recorded in the public records of La Crosse County, Wisconsin, prior to the recording of the foreclosed mortgage or for which a deed in lieu of foreclosure is given, and such subordinate lien shall be extinguished automatically upon the recording of the Sheriff's deed or the deed in lieu of foreclosure. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred from the lien of any assessments thereafter being due. All such assessments, together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligations of the person who was the Owner of the

Lot at the time the assessment fell due. Except as hereinabove provided, the sale or transfer of an interest in any Lot shall not affect the assessment lien. Any liens extinguished by the provisions of this article shall be reallocated and assessed against all Lots as a common expense.

Section 10 – Maintenance. After fifteen (15) days written notice from the Association send United States Mail, postage prepaid to an Owner for the Owner's failure to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion, including mowing and weed control, and otherwise satisfactory to the Board of Directors of the Association, the Association may, after approval of its Board of Directors, have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvement erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law as well as reasonable attorneys fees and costs, shall be lien on the Lot if the amount required is not paid within ten (10) days after written demand is made against the Owner. The lien for maintenance shall be a continuing lien on the Lot and shall also be the personal obligation of such Owner at the time such maintenance is performed. Such lien may be enforced in the manner prescribed by law.

ARTICLE VI – ARCHITECTURAL CONTROL

Section 1 – Prior Approval. No structural improvement, exterior improvement, or improvement of any nature whatsoever, including but no limited to a building, fence, property enclosure, wall, mailbox, driveway, gate, exterior lighting, or landscaping, shall be commenced, erected or maintained upon any Lot or the Subject Property by any Owner, the Association or anyone else, nor shall any exterior addition to or change, alteration or modification be made to any of the foregoing until the design, plans, specifications, plot plan and landscaping plan demonstrating the nature, kind, shape, height, material, color, and location of same have been submitted to and approved in writing by the Architectural Review Committee as complying with the standards generally set forth in Section 2 of this Article VI and the Architectural Guidelines, as the same may be adopted and amended, from time to time, by the Architectural Review Committee. In the event the Architectural Review Committee fails to approve or disapprove such design, plans, specifications, plot plans and/or landscaping plans within thirty (30) days after same have been received by said Committee, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The plans submitted to the Architectural Review Committee shall, without limitation, show the elevation and other matters set forth on the front, rear and both side walls of the structure.

Section 2 – Architectural Review Committee. The Architectural Review Committee shall initially consist of three (3) representatives appointed by the Declarant who shall serve until their resignation. In the event of the death or resignation of any such representative of the Declarant on the Architectural Review Committee, the Declarant shall have the right to appoint a substitute thereto. Declarant shall retain the right to appoint all members of the Architectural Review Committee from the date of the recording of this Declaration and continuing for as long as Declarant owns any Lot. Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors of the Association. It is contemplated that the Subject Property will be developed as a first-class residential subdivision of high standards. Accordingly, decisions of the Architectural Review Committee shall be based upon the uniform application of such reasonable, but high, standards as are consistent with a first-class residential subdivision, such standards to include, among other things, the harmony of external design including roof style (pitch, shingle and color), chimney, exterior siding (material and color), windows and trim, shutters (color and style), front doors, garage doors, location in relation to surrounding structures and topography, the type, kind and character of buildings, structure and other improvements, and aesthetic qualities in general. The Architectural Review Committee has the authority to hire an architect to assist it in the review of all plans, specifications and other items submitted to it for review and approval under this Article VI. The reasonable fee of the architect shall be charged by the Architectural Review Committee to the applicable Owner whose plans, specifications and/or other documents are under review for approval by the Architectural Review Committee. All such fees must be paid by the applicable Owner prior to receipt of final approval. If not timely paid, the Association shall have a lien on such Owner's Lot, for the amount thereof, together with interest at the highest legal rate per annum. The Association may bring an action of law against the Owner personally obligated to pay the same and/or foreclosure the lien against the Lot to collect amounts due and owing, including attorney's fees, costs and expenses. In the event of any non-payment, the terms and provisions of Article V, Section 9, shall apply.

Section 3 – Inspection During Construction and Prior to Occupancy. The Architectural Review Committee shall have right to inspect the Owner's Lot and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans and specifications submitted to and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Article VI, or failure of an Owner to carry out construction in accordance with the provisions of this Article VI, shall subject such Owner to such equitable (including specifically specific performance) and legal remedies, including payment of the prosecuting parties' reasonable legal fees and expenses.

ARTICLE VII – ADDITIONAL RESTRICTIONS

The Architectural Guidelines and the following restrictions are guidelines and it is anticipated that these restrictions will be observed and adhered to in substantially all situations. However, the Architectural Review Committee is hereby vested with the authority to grant in writing waivers and variances from the Architectural Guidelines and any of the following restrictions as well as setback requirements shown on the Plat utilizing the same standards of review as those set forth in Article VI, Section 2, where it is clearly demonstrated by the person requesting the waiver that both the granting of such a waiver will not impact adversely on the aesthetic qualities of the proposed improvements, the Lot upon which same is located, and the Subject Property as a whole, and, that same is consistent with a first-class residential subdivision of high standards contemplated hereby. Neither the Architectural Review Committee, nor any of its members, shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

Section 1 – Use. All Lots shall be occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment, business or any other purpose of any kind or character.

Section 2 – Minimum Square Footage and Residential Design. No residential structure shall be erected or placed on any Lot, exclusive of garages, porches, patios and terraces, of less than 1500 square feet. If any residential structure is more than one story in height, then the minimum ground floor area of such residential structure shall be 1200 square feet. No residential structure shall exceed two and a half (2½) stories in height.

Section 3 – Maintenance. All structures, improvements, yards, drives and landscaping must be diligently and properly maintained at all times. The Section is not applicable to the Declarant and shall apply after sale of the Lots by Declarant.

Section 4 – Prohibited Residences. No boat, trailer, camper, house trailer, truck, van, basement, tent, shack, garage, barn, boathouse, mobile home or manufactured home, or any other such similar structure or vehicle shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as residence. It is the intent of the Declarant that homes in the Subdivision will be constructed in the traditional manner, from the ground up.

Section 5 – Vehicles. Boats, campers, trucks, vans, motorbikes, trailers, motor homes and the like, stored or for any reason left upon the premises or owned or regularly used by the residents must either be completely garaged or stored in such a location so that same is out of view from any adjoining Lots,

except for short-term parking not exceeding a forty-eight (48) hour duration. The parking or storage of any such items in any other manner, such as in the street, road right-of-way or in any portion of the driveway which is not out of view from any adjoining Lots, is expressly prohibited. No vehicles shall be parked in the streets of the Subdivision except by guests and invitees, but not overnight.

Section 6 – Nuisance. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the Owners of other Lots.

Section 7 – Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or building site, except that no more than two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to run at large.

Section 8 – Appearance. All residences, structures and improvements shall be designed to present a pleasing, attractive, tasteful, neat and well-maintained appearance from all views.

Section 9 – Dumping. During the construction or substantial remodeling of any home located on a Lot, a construction dumpster shall be required. During construction and remodeling, the site shall be maintained in a neat and clean manner and in such a way that construction debris does not accumulate or blow into adjoining lots, properties or streets. If the Owner does not comply with the provisions of this section, the Association, at its election, can place a dumpster on the Lot, and to the extent necessary, is hereby granted a non-exclusive, easement for such purposes and may assess the Lot Owner for the costs for such, together with a reasonable administrative fee. In the event said Lot Owner fails to pay the Association the costs of same and reasonable administrative fee, the Association shall have all rights granted to it under Article V – Assessments, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

Section 10 – Compliance with Law. All laws of the United States, the State of Wisconsin and the County of La Crosse, and all rules and regulations of their administrative agencies now and hereafter in effect, pertaining to sewage disposal, water supply, sanitation, zoning, building permits, land use planning and the like shall be observed by all Owners, unless an appropriate permit or variance to do otherwise is properly granted, and any governmental official having a lawful and administrative duty to inspect any of the Subject Property with respect to any such matters shall have a license to enter upon any of the Subject Property at all reasonable times to make such inspections and recommendations.

Section 11 – Minor Variance of Restrictions. When a building or other structure is located on any Lot or building site in a manner that constitutes a minor violation of these covenants and restrictions or the building setback lines shown on the recorded plat, the Architectural Review Committee may grant a variance to the Lot or building site, or part of it, from any part of the covenants and restrictions, or setback lines, referenced herein or on the Plat, that are violated. The Architectural Review Committee shall not give such a variance except for a violation that it determines to be a minor or insubstantial violation, in its sole discretion.

Section 12 – Wiring. No aboveground electric, telephone, cable television, radio or any other such wiring or utility services shall be permitted, except all necessary aboveground electrical wiring in the Common Areas in connection with any lift stations for sewage and/or storm drainage is permitted.

Section 13 – Lot Setback. No residential dwelling shall be constructed on any Lot or building site in the Subdivision which does not conform to the setback lines shown on the recorded Plat, however, waiver of any setback requirement on the Plat may be granted for variances of any setback requirement not exceeding ten percent (10%). For each Lot located within the subdivision, the setbacks are:

A. Front setback – 25 feet;

B. Rear setback – 15 feet; and

C. Side setback – 10 % of the property line width not to exceed 15 feet or not less than 5 feet unless otherwise shown on the Plat;

provided, however, the setbacks for any corner Lot shall be determined based upon applicable municipal codes.

Section 14 – Antennas. No outside antennas, poles, masts, towers, satellite receiving dishes or the like shall be erected on any Lot without the prior written authorization of the Architectural Review Committee, and any such permitted satellite receiving dishes shall be fully concealed and shall not be visible from any Lot line. No radio transmitting equipment shall be erected on, or operated from, and Lot. Notwithstanding the above, satellite dishes, the diameter of which does not exceed twenty-four (24) inches, which are attached to any improvement located on any Lot shall be allowed, only after the approval of same concerning both design and location has been obtained from the Architectural Review Committee.

Section 15 – Basketball Goals. Architectural Review Committee approval is required for all basketball goals and backboards. Backboard and support

structure must be clear and neutral colored or painted the house field and trim colors, unless otherwise approved by the Architectural Review Committee. Garage mounted backboards in the front year may not project more than two (2) feet from the front of the garage. Rims and nets on all types of basketball units must be maintained in a neat and clean appearance. Temporary basketball backboards also are acceptable but must be placed in such a manner that they do not block sidewalks and pedestrian walkways and are not placed in streets.

Section 16 – Clotheslines. Outside clotheslines or other items detrimental to the appearance of the Subdivision shall not be permitted on any Lot.

Section 17 – Outdoor Cooking. All outdoor cooking, including permanent or portable barbeque grills, shall be screened from view from the Front Lot line.

Section 18 – Garbage and Trash Receptacles. All garbage and trash receptacles shall be screened from view from the Front Lot line and must be concealed in an appropriate manner.

Section 19 – Fences. The Architectural Review Committee shall have complete control regarding the erection of fences, including control over the style, building materials, height and location of fences, and may refuse to authorize any fence whatsoever in its absolute discretion. No chain link fences will be allowed except around retention ponds, lift stations and other utility stations, as required by local subdivision ordinances. In addition, secondary chain link fences (i.e. – inside the primary fence) may be used in backyards for enclosing pet areas, dog runs and similar areas, provided that any such chain link fence is lower than the primary fence.

Section 20 – Garage Doors/Garage Size. All dwellings must be constructed with at least a two-car garage, which shall be approved by the Architectural Review Committee in accordance with the provisions of Article VII, Section 2.

Section 21 – Signs. No sign of any kind shall be displayed to the public view on any Lot or building site in the Subdivision expect as follows:

A. Vacant Lots – No "For Sale" or other sign shall be placed on a vacant Lot, except by Declarant. Only "Lot Identification" markers, which shall be consistent with the size and style described in the architectural guidelines, as adopted by the Architectural Review Committee, shall be allowed on vacant Lots.

B. Real Estate Signs – Temporary, non-illuminated real estate signs indicating the availability for sale, rent, or lease of the specific Lot on which the sign is located and which Lot contains a home that is either constructed or under construction. Such signs shall not exceed five (5) square feet in total area and four (4) feet in height, limited to one such sign per street frontage. Such

signs shall not remain in place more than seven (7) days following sale closing or rental occupancy of the Lot. Such signs may not be places on Common Area fences. Open House Real Estate signs shall conform to the dimensions specified above, are limited in number to six (6), shall be place only upon the Owner's Lot or within the road right-of-way portion of the Common Areas for the duration of the open house, and shall not block or interfere with traffic visibility.

C. Garage Sale Signs – A sign advertising the existence of a garage sale for the sale of personal property and advertising the date, time and location of the garage sale with such sign having a maximum area of five (5) square feet, a maximum height of three (3) feet, and posted for the period of the date of garage sale only. Such signs shall not block or interfere with traffic visibility, shall be free-standing, shall be limited in number to six (6) signs, and shall be posted only upon the Owner's Lot or within the road right-of-way portion of the Common Areas.

D. Signage Guidelines – Notwithstanding the foregoing, the Architectural Review Committee shall have the power and authority to adopt signage guidelines more extensive than the above requirements in order to govern the uniform appearance of signage in the Subdivision, and in the event of such adoption, such signage guidelines shall control.

Section 22 – Drainage Easements. Drainage easements shall not be obstructed in any way that will alter the designed and normal flow of drainage.

Section 23 – Surface Flow and Erosion Control. No one shall change the contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate surface water drainage, it may be necessary for the Declarant to contour each Lot or building site to provide a continuous drainage pattern from Lot to Lot within the Subdivision. These drainage patters shall not be altered. During the construction of any improvements on any Lot, the Owner must barricade said Lot to prevent dirt erosion onto any streets, waterways, adjacent Lots and the Common Areas. If the Owner does not so barricade to prevent dirt erosion, the Association can so barricade, and to the extent necessary, is hereby granted a non-exclusive, non-perpetual easement for such purposes and may assess the Lot Owner for the costs of such barricading, together with a reasonable administrative fee. In the event said Lot Owner fails to pay the Association the costs of said barricading and reasonable administrative fee, the Association shall have all rights granted to it under Article V – Assessments, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

Section 24 – Multiple Lots as Building Sites. If a portion of a Lot, or one or more Lots, or one Lot and all or a portion of an adjacent Lot, or two or more fractional parts of adjoining Lots, within the Subdivision, are utilized for one residential purpose, the setback requirements herein shall be measured from the

boundary line of the entire building site or plot being then and there utilized and devoted to the residence. A fractional portion of a Lot or two (2) fractional parts of adjacent Lots may be utilized as a residential building site or plot, provided that no such building site or plot shall contain fewer square feet than the smallest platted Lot within the Subdivision nor have a width, at the building setback line, or less than one hundred feet (100').

Section 25 – Model Homes. Notwithstanding Section 1 above, the Architectural Review Committee shall have the right to authorize the use of any Lot as a model home site, to be used under such terms and conditions as it may prescribe, which decisions will not be subject to review.

Section 26 – Easements Prohibited. No Lot Owner may grant easements across the Owner's Lot for ingress and egress to adjoining properties, sewer, utilities or any other purposes without the prior written approval of Declarant or the Association as required.

Section 27 – Garage Sales. No Lot shall be permitted to have more than two (2) garage, rummage or similar sales during any calendar year. Any such garage, rummage or similar sale shall be held only on Saturday between the hours of 8:00 A.M. and 4:00 P.M.

Section 28 – Security. In order to enhance security within the Subdivision, the Association has the authority, but not the obligation, to install a guardhouse/gatehouse and/or electronic gates at all entrances and exits to the Subdivision and hire security personnel to man the same and patrol the Common Areas. All costs and expenses of the same shall be included within any annual and/or special assessment levied by the Association.

Section 29 – Mail Boxes. The Architectural Review Committee may establish uniform guidelines regarding the style, size, height, color, and location of fixed mail boxes to be located on each Lot within the road right-of-way. The guidelines may require two adjacent Lots to share a common mail box post, to be located on the property line dividing the two applicable Lots.

Section 30 – Accessory Structures. No accessory structures, whether permanent or temporary, including, but not limited to, storage sheds, workshops and greenhouses, shall be placed or constructed on any Lot unless the same is in conformance with the Architectural Guidelines and the plans for the same have been approved by the Architectural Review Committee. All such accessory structures must be architecturally compatible with the home located on such Lot, including the same exterior siding, roofing, and windows as the residence, and shall not be permitted to be located in the front yard of any Lot.

Section 31 – Pools. No swimming pools, wading pools, lap pools or similar structures may be constructed or installed on any Lot unless the plans for

LaCrosse County 1579287 Page 19 of 22

the same have been submitted to and approved by the Architectural Review Committee. Any such pools shall be held to the highest standards of design, screening and appearance, but may include above-ground systems if in the opinion of the Committee they conform to the aesthetics of the subdivision.

Section 32 – Trees. No tree located on any Lot which has a diameter of six inches (6") or greater, as measured at four feet (4') above ground level, may be removed or cut by any Owner or any Owner's contractors or subcontractors without the prior written approval of the Architectural Review Committee, unless such tree is located within the building area or footprint of the proposed residential structure, driveway or sidewalk to be built or located on such Lot.

Section 33 – Fines. Failure by an Owner to comply with the terms of this Declaration shall result in a fine payable to the Association by the Owner of said Lot in the amount of One Hundred dollars ($100.00) per day for as long as the violation continues. The aggregate amount of fines imposed under this provision is unlimited. The Owner shall be given written notice and an opportunity to cure any such violation at least twenty (20) days prior to the imposition of any such fine. The Owner shall be given the opportunity for a hearing before a committee of at least three members of the Association appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee does not approve the proposed fine by majority vote, it may not be imposed. In any action to recover a fine, the Association is entitled to collect its attorney's fees and costs from the offending Owner. This Section shall not apply to a violation which consists only of failure to pay assessments when due.

Section 34 – Partial Invalidity. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions and Restrictions, this 30th day of August, 2011.

Signed, sealed and delivered
in the presence of:

Gavaghan, LLC
a Wisconsin limited liability company

Cathy Fonstad
Print Name: Cathy Fonstad

By: Sean Gavaghan
Print Name: Sean Gavaghan
Its: Managing Member

Print Name: _____

STATE OF WISCONSIN)
)
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 30th day of August, 2011, by Sean Gavaghan as Managing Member of Gavaghan, LLC, a Wisconsin limited liability company, on behalf of the company, who personally appeared before me and is personally known to me.

NOTARY PUBLIC
CATHY FONSTAD
STATE OF WISCONSIN

Cathy Fonstad
Print Name: Cathy Fonstad
Notary Public for the State of Wisconsin

[NOTARY SEAL]

Exhibit A

Wildwood Valley Subdivision to consist of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, & 48!

And Out Lots 1, 2, 3, 4, 5, & 6!

DOCUMENT NUMBER

First Amendment to Declaration of Covenants, Conditions and Restrictions

1586916 4

1586916

LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. MCBRIDE

RECORDED ON
12/16/2011 12:27PM
REC FEE: 30.00
EXEMPT #:
PAGES: 4

Return to:

Gavaghan, LLC
W3798 Loging Road
West Salem, WI 54669

Drafted by: Michael S. Moon

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WILDWOOD VALLEY SUBDIVISION

LOCATED IN LA CROSSE COUNTY, STATE OF WISCONSIN

WHEREAS, Gavaghan, LLC, as Declarant, executed and recorded a certain Declaration of Covenants, Conditions and Restrictions of Wildwood Valley Subdivision on August 31, 2011, affecting the property known as Wildwood Valley Subdivision located in La Crosse County, Wisconsin, and legally described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, by the terms of Article III, Section 3, the Declarant reserved the right to amend said Declaration;

NOW, THEREFORE, the Declarant does hereby exercise its right to amend the declaration as follows:

1. The references to Exhibits B and C, being the Articles of Incorporation and By-Laws of Wildwood Valley Home Owners Association, Inc. appearing in Article I, Section 1, are hereby deleted, and said Article I, Section 1, is hereby revoked and restated as follows:

Section 1 – Association. Association shall mean and refer to Wildwood Valley Homeowners Association, Inc., a not-for-profit corporation, and its successors and assigns. This is the Declaration of Covenants, Conditions and Restrictions to which the Articles of Incorporation and Bylaws of the Associations make reference.

2. The reference in Article I, Section 2, to Exhibit "D", being the Plat of Wildwood Valley Subdivision is deleted and said Article 1, Section 2, is hereby revoked and restated as follows:

Section 2 – Common Areas. "Common Areas" shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto) now, or hereafter, owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of recording the conveyance of the first Lot by the Declarant are the private common areas, private common amenities, private conservation areas, private parks, private ponds and private roads shown on the Plat and any areas conveyed to the Association by Declarant as specified in Article IV, and may include or exclude lift

stations, septic systems, wells, walking trails, easements, and other areas or amenities intended for the common use and enjoyment of all lot owners in the subdivision and adjacent developments, all as more fully shown on the Plat.

3. A new Article VII, Section 35, is hereby created as follows:

Section 35 – Wood Burning Stoves and/or Boilers. Wood burning stoves or wood boilers will not be allowed in Wildwood Valley Subdivision, regardless if they are for primary or secondary sources of heat. This restriction refers to primary residence structures as well as storage, garages and secondary or accessory facilities. This prohibition does not include pellet stoves or wood burning fireplaces, which are specifically allowed. In the event of any dispute or uncertainly as to the application of this provision, the decision of the architectural review committee shall control.

4. Other than as specifically provided herein, the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Wildwood Valley Subdivision dated August 31, 2011, are hereby ratified and re-stated and shall remain in full force and effect.

Dated December 13, 2011.

Gavaghan, LLC
a Wisconsin limited liability company

By: Sean D. Gavaghan
Print Name: Sean D. Gavaghan
Its: Managing Member

STATE OF WISCONSIN)
)
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 13 day of December, 2011, by Sean D. Gavaghan as Managing Member of Gavaghan, LLC, a Wisconsin limited liability company, on behalf of the company, who personally appeared before me and is personally known to me.

Print Name: Michael S. Moen
Notary Public for the State of Wisconsin
[NOTARY SEAL] Perm. Comm.

Drafted By:
Michael S. Moen, of
Moen Ehrsam & Kroner, S.C.
201 Main Street, Suite 200
La Crosse, WI 54601

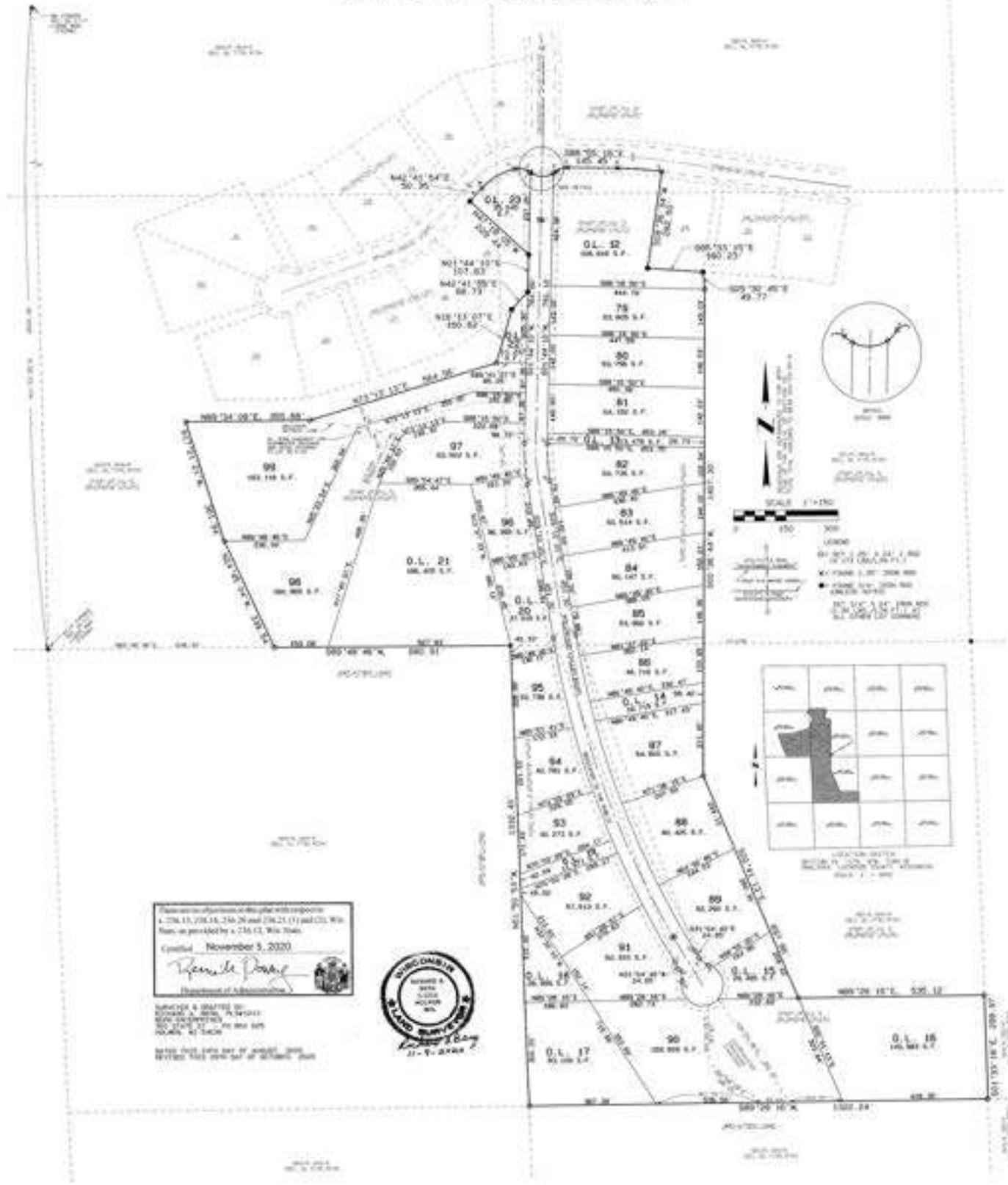
Exhibit A

Wildwood Valley Subdivision to consist of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, & 48!

And Out Lots 1, 2, 3, 4, 5, & 6!

WILDWOOD VALLEY III

PART OF OUTLOT 5 OF THE RECORDED SUBDIVISION PLAT OF WILDWOOD VALLEY LOCATED IN PART OF THE NW1/4 OF THE NW1/4, AND PART OF THE NE1/4 OF THE NW1/4, AND PART OF THE NW1/4 OF THE NW1/4, AND PART OF THE SE1/4 OF THE NW1/4, AND PART OF THE NE1/4 OF THE SW1/4, ALL BEING IN SECTION 10, T17N, R7W, TOWN OF ONALASKA, LACROSSE COUNTY, WISCONSIN.



Certified November 5, 2020

Department of Administration

WISCONSIN
LAND SURVEYOR

11-9-2020

DOCUMENT NO. 1760776

PAGE 236B

WILDWOOD VALLEY III

PART OF OUTLOT 5 OF THE RECORDED SUBDIVISION PLAT OF WILDWOOD VALLEY LOCATED IN PART OF THE NW1/4 OF THE NW1/4, AND PART OF THE NE1/4 OF THE NW1/4, AND PART OF THE SW1/4 OF THE NW1/4, AND PART OF THE SE1/4 OF THE NW1/4, AND PART OF THE NE1/4 OF THE SW1/4, ALL BEING ON SECTION 35, T17N, R7W, TOWN OF ONALASKA, LACROSSE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE



SURVEY PLAT DATED THIS 20TH DAY OF AUGUST 2020

REVISED PLAT DATED THIS 28TH DAY OF OCTOBER 2020

Richard A Berg 11-9-2020

RICHARD A. BERG, WISCONSIN REGISTERED LAND SURVEYOR, S-2436

WISCONSIN REGISTERED RICHARD A. BERG S-2436 LAND SURVEYOR

CURVE DATA

CURVE #	LINE #	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	TANGENT BEARING	TANGENT BEARING
C-1	----	467.00'	30°00'00"	S65°00'00"E	241.61'	244.35'	S50°00'00"E	S80°00'00"E
C-2	----	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-3	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-4	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-5	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-6	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-7	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-8	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-9	----	76.00'	21°30'00"	S70°45'00"E	28.37'	28.53'	S60°00'00"E	S81°30'00"E
C-10	----	76.00'	89°30'00"	S15°45'00"E	107.05'	118.73'	S60°00'00"E	S29°30'00"W
C-11	NE	76.00'	89°30'00"	S74°15'00"W	107.05'	118.73'	----	----
C-12	ALL NE	76.00'	89°30'00"	S15°45'00"E	107.05'	118.73'	----	----
C-13	NE	76.00'	89°30'00"	S74°15'00"W	107.05'	118.73'	----	----
C-14	----	76.00'	89°30'00"	S15°45'00"E	107.05'	118.73'	----	----
C-15	----	76.00'	21°30'00"	S70°45'00"E	28.37'	28.53'	S60°00'00"E	S81°30'00"E
C-16	----	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-17	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-18	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-19	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-20	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-21	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-22	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-23	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-24	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-25	----	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-26	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-27	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-28	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-29	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-30	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-31	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-32	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-33	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-34	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-35	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-36	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-37	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-38	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-39	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-40	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-41	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-42	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-43	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-44	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-45	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-46	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-47	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-48	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-49	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-50	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-51	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-52	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-53	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-54	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-55	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-56	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-57	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-58	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-59	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-60	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-61	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-62	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-63	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-64	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-65	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-66	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-67	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-68	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-69	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-70	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-71	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-72	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-73	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-74	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-75	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-76	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-77	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-78	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-79	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-80	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-81	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-82	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-83	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-84	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-85	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-86	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-87	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-88	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-89	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-90	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-91	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-92	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-93	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-94	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-95	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-96	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-97	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-98	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-99	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-100	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-101	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-102	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-103	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-104	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-105	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-106	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-107	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-108	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-109	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-110	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-111	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-112	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-113	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-114	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-115	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-116	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-117	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-118	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-119	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-120	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-121	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-122	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-123	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-124	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-125	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-126	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-127	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-128	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-129	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-130	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-131	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-132	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-133	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-134	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-135	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-136	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-137	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-138	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-139	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-140	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-141	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-142	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-143	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-144	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-145	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-146	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-147	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-148	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-149	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-150	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-151	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-152	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-153	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-154	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-155	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-156	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-157	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-158	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-159	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-160	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-161	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-162	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-163	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-164	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-165	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-166	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-167	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-168	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-169	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-170	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-171	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-172	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-173	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-174	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-175	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-176	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-177	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-178	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-179	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-180	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-181	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-182	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-183	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-184	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-185	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-186	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-187	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-188	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-189	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-190	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-191	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-192	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-193	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-194	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-195	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-196	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-197	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-198	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-199	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-200	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-201	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-202	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-203	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-204	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-205	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-206	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-207	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-208	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-209	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-210	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-211	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-212	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-213	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-214	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-215	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-216	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-217	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-218	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-219	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-220	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-221	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-222	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-223	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-224	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-225	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-226	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-227	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-228	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-229	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-230	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-231	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-232	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-233	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-234	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-235	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-236	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-237	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-238	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-239	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-240	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-241	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-242	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-243	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-244	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-245	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-246	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-247	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-248	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-249	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-250	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-251	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-252	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-253	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-254	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-255	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-256	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-257	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-258	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-259	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-260	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-261	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-262	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-263	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-264	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-265	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-266	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-267	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-268	NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-269	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.40'	----	----
C-270	ALL NE	1067.00'	21°30'00"	S70°45'00"E	398.13'	400.40'	S60°00'00"E	S81°30'00"E
C-271	NE	1067.00'	01°30'00"	S60°45'00"E	27.93'	27.93'	----	----
C-272	NE	1067.00'	19°30'00"	S71°30'00"E	361.49'	363.30'	----	----
C-273	ALL NE	1067.00'	21°30'00"	S81°45'00"E	398.13'	400.40'	----	----
C-274	NE	1067.00'	21°30'00"	S60°15'00"E	398.13'	400.

1760777 29

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILDWOOD VALLEY III

Document Title

Document Number

1760777
LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. MCBRIDE

RECORDED ON
12/02/2020 01:10PM
REC FEE: 30.00
EXEMPT #:
PAGES: 29

Recording Area

Name and Return Address

Richard A. Berg
Berg Enterprises
PO Box 625
Holmen, WI 54636

The Covenants, Conditions and Restrictions of Wildwood Valley Subdivision, recorded on August 31, 2011, as document number 1579287, together with the First Amendment to the Declaration of Covenants, Conditions and Restrictions, recorded on December 16, 2011, as document number 1586916, shall hereby apply to all lots and outlots of Wildwood Valley III, including Lots 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98 and 99, and Outlots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23.

Attachments

Exhibit 1 – Reduced copy of the subdivision plat of Wildwood Valley III.
Exhibit 2 – Copy of Covenants, Conditions and Restrictions of Wildwood Valley Subdivision, recorded August 31, 2011, as document number 1579287.
Exhibit 3 – Copy of First Amendment to the Declaration of Covenants, Conditions and Restrictions for Wildwood Valley Subdivision, recorded December 16, 2011, as document number 1586916.

Parcel Identification Number (PIN)

In Witness Hereof, the Declarant has executed this Declaration this 2nd day of December, 2020

Signed, sealed and delivered in the presence of Gavaghan, LLC, a Wisconsin Limited Liability Company

By: _____
Sean Gavaghan, Managing Member

STATE OF WISCONSIN
La Crosse COUNTY
personally came before me this 2nd day of December, 2020, the above named, Sean Gavaghan, Managing Member of Gavaghan, LLC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____, NOTARY PUBLIC
MY COMMISSION EXPIRES 3-12-2021

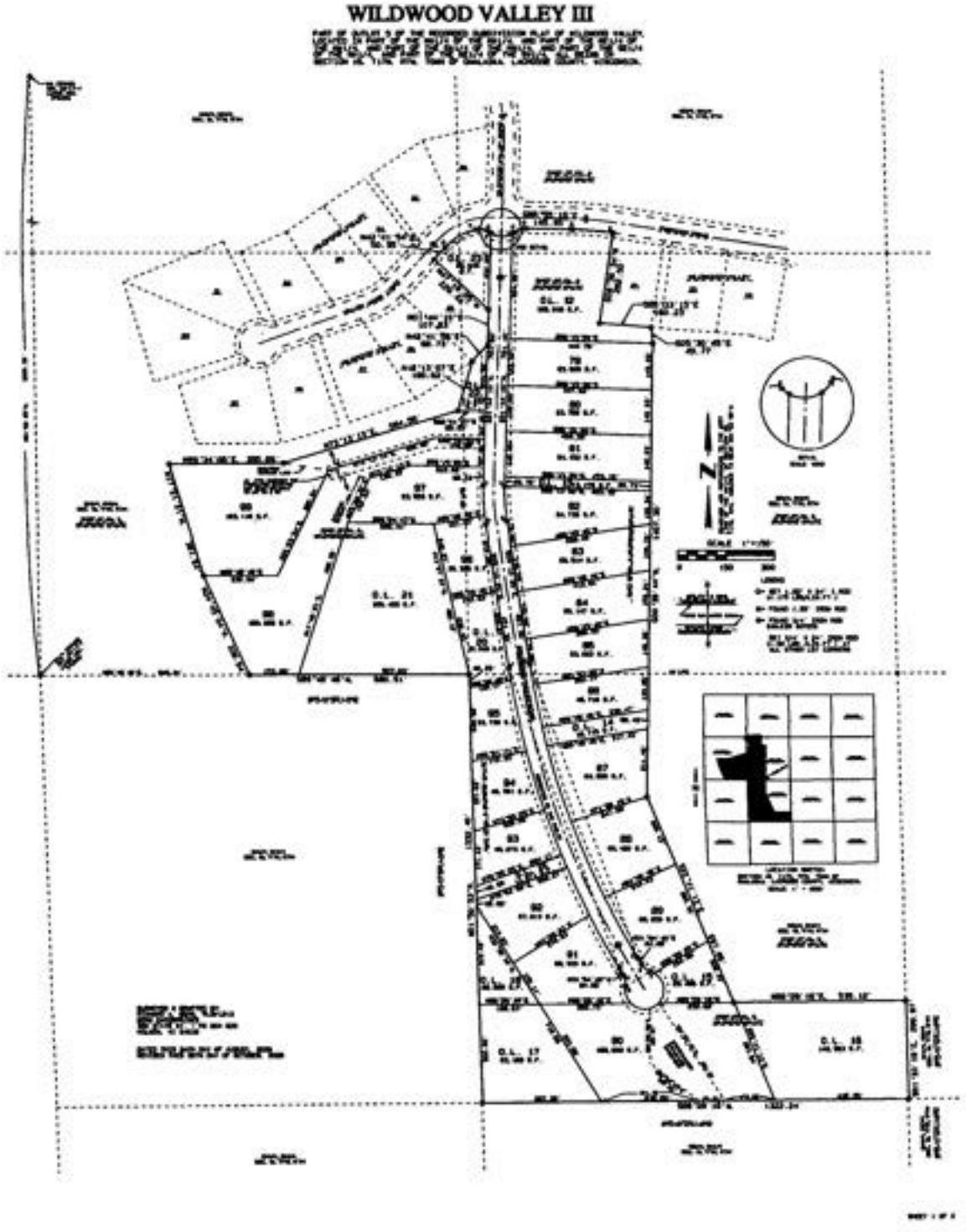
NOTARY PUBLIC PATTY M. GJERTSEN STATE OF WISCONSIN

Drafted by: Richard A. Berg

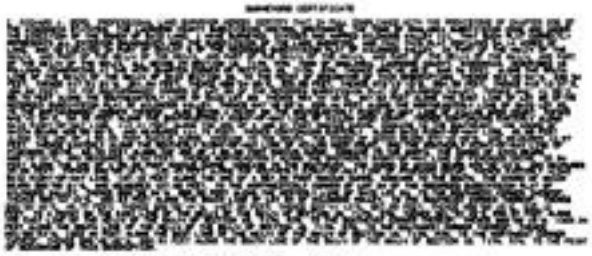
THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

EXHIBIT 1



WILDWOOD VALLEY III



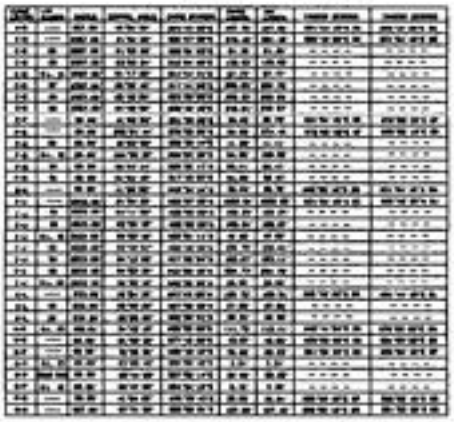




EXHIBIT 2

Document Number: Declaration of Covenants, Conditions & Restrictions of Wildwood Valley Subdivision

1579287 22

22

1579287
LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. MCBRIDE

RECORDED ON
09/31/2011 02:23PM
REC FEE: 30.00
EXEMPT #:
PAGES: 22

Recording Area

Name and Return Address
Sean Gavaghan
W3798 Loging Rd.
West Salem, WI
54669

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WILDWOOD VALLEY SUBDIVISION

LOCATED IN LA CROSSE COUNTY, STATE OF WISCONSIN

Prepared By:
Michael S. Moen, of
Moen Ehrsam & Kroner, S.C.
201 Main Street, Suite 200
La Crosse, WI 54601

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WILDWOOD VALLEY SUBDIVISION

This Declaration is made this 31 day of August, 2011, by Gavaghan, LLC, a Wisconsin limited liability company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in La Crosse County, Wisconsin, which is more particularly described as follows, to-wit:

See Exhibit "A".

To be platted as a subdivision known as Wildwood Valley Subdivision.

NOW, THEREFORE, Declarant hereby declares that all of the subject property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of all said real property and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, or their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I – DEFINITIONS

Section 1 – Association. Association shall mean and refer to Wildwood Valley Homeowners Association, Inc., a not-for-profit corporation, and its successors and assigns. This is the Declaration of Covenants, Conditions and Restrictions to which the Articles of Incorporation and Bylaws of the Associations make reference. A copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibit "B" and "C," respectively.

Section 2 – Common Areas. "Common Areas" shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto) now, or hereafter, owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of recording the conveyance of the first Lot by the Declarant are the private common areas, private common amenities, private conservation areas, private ponds and private roads shown on the Plat and as more fully set forth in Exhibit "D", and any areas conveyed to the Association by Declarant as specified in Article IV, and may include or exclude lift stations, septic systems, wells, walking trails, easements, and other areas or amenities

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intended for the common use and enjoyment of all lot owners in the subdivision and adjacent developments, all as more fully shown on the Plat.

Section 3 – Declaration. Declaration shall mean and refer to this instrument and any recorded amendment or restatement hereof made pursuant to the terms hereof.

Section 4 – Declarant. Declarant shall mean and refer to Gavaghan, LLC, a Wisconsin limited liability company, and its successors and assigns.

Section 5 – Lot. Lot shall mean and refer to any one of the parcels as shown upon the Plat.

Section 6 – Owner. Owner shall mean and refer to all present and future record owners, whether one or more persons or entities, of a fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded land contract and contract purchasers pursuant to a recorded land contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation. Whenever a use or enjoyment restriction provides that an Owner can or cannot do, or fails to do, certain acts or things, the Owner shall also be deemed to include the Owner's family, guests, tenants and purchasers, provided, however, that only an Owner, and not a member of the Owner's family, the Owner's guests, the Owner's tenants or the Owner's purchasers, shall be held financially responsible for any such act or failure to act.

Section 7 – Plat. Plat shall mean and refer to the Subdivision Plat of the Subject Property to be known as Wildwood Valley, and which is being executed and recorded contemporaneously herewith by the Declarant.

Section 8 – Standard Lot. "Standard Lot" shall mean and refer to all Lots in the Subdivision shown on the Plat intended for single family residential use and occupancy.

Section 9 – Subject Property. "Subject Property" shall mean and refer to that real property, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association, which is described above.

Section 10 – Cluster. "Cluster" shall mean and refer to each group or subgroup of Lots and the improvements thereon, intended to be used, occupied and operated together, but within the overall development and governance of the subdivision. There may be up to ten (10) such Clusters, each having up to twelve (12) lots or residential units.

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ARTICLE II – MEMBERSHIP AND VOTING RIGHTS

Section 1 – Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2 – Voting Rights. The Association shall have two (2) classes of voting membership.

> Class A. Class A members shall be all Owners with the exception of the Declarant (who shall become a Class B member as provided hereafter) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Each vote shall be indivisible.
>
> Class B. The Class B member shall be the Declarant and it shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the date when Declarant ceases to own Lots in, or planned for, the Subdivision.

The Declarant shall not exercise its voting rights granted to it under this Article in an unreasonable manner nor in such way as to cause undue hardship upon any Owner. Likewise, Class A members shall not exercise their voting rights granted to them in a manner so as to hinder the Declarant, in any manner, in selling the Lots it has remaining, nor to affect any reservation or right of the Declarant contained herein, or elsewhere, so long as Declarant holds at least one (1) Lot for resale purposes. Further, Class A members agree to support any plans or proposals by Declarant to develop additional property, whether such development shall be additional phases within Wildwood Valley or adjacent property under separate rules and covenants.

Section 3 – Declarant's Voting Rights.

A. Declarant shall be entitled to elect at least one (1) member to the Board of Directors as long as Declarant holds any Lots for sale in the ordinary course of business.

B. After Declarant relinquishes control of the Association, Declarant may continue to vote any Declarant owned lots in the same manner as any other member.

ARTICLE III – GENERAL PROVISIONS

Section 1 – Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any such restrictions, conditions, covenants, reservations, liens or charges shall in no event be deemed a waiver of the rights to do so thereafter. If any court proceedings are required for the successful enforcement of any restrictions, conditions, covenants or reservations herein contained, or any liens or charges against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorneys fee, of the Owner or the Association who initiates such successful judicial proceedings for the enforcement of said restrictions, conditions, covenants, reservations, liens or charges.

Section 2 – Severability. Invalidation of any one of the restrictions, conditions, covenants, reservations, liens or charges, by judgment or court order, shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect thereafter.

Section 3 – Duration and Amendment. The restrictions, conditions and covenants of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners for a period of sixty (60) years from the date this Declaration is recorded, unless amended by an instrument approved by three-fourths (¾) vote of the Association. After the initial term, this Declaration shall be automatically extended for successive periods of ten (10) years, unless amended by an instrument approved by a majority vote of the Association. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within three (3) years after the date hereof if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like financing of residential structures within the Subdivision, or to respond to market demands.

Section 4 – Nonliability of Association. The Association, its officers and agents, shall not in any way or manner be held liable to any Owner or any other person or entity for failure to enforce, or for any violation of, the restrictions, conditions, covenants, reservations, liens or charges herein contained.

Section 5 – Notice. Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last known mailing address of the Owner as reflected on the records of the Association.

Section 6 – Miscellany. Any single violation of any provision of this Declaration by an Owner shall constitute a continuing violation which shall allow

the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of the restrictions, conditions or covenants ever be interpreted to operate as a reverter or a forfeiture of title.

Section 7 – Declarant's Rights. Nothing in this Declaration shall be interpreted, construed or applied to prevent Declarant, or its contractors, sub-contractors, agent, employees and invitees from doing or performing their work in or on all or any part of the Subject Property, owned or controlled by Declarant, whatever it deems to be necessary or desirable in connection with completing the Subdivision and the sale of Lots, including without limitation, maintaining at Declarant's cost, such signs as may be necessary for Declarant's sales activities. Without limitation by the generality of the foregoing, nothing contained in this Declaration shall be interpreted, construed or applied so as to prevent Declarant from operating a sales office on any part of the Subject Property including, but not limited to, a sales office or models.

ARTICLE IV – COMMON AREAS

Section 1 – Owners – Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The Association shall have the right to suspend the voting rights and the right of an Owner to use and enjoy any recreational facilities situated upon the Common Areas for any period during which any assessment against an Owner's Lot remains unpaid or any violation of the provisions of this Declaration remain uncured by the Owner.

B. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedications or transfers shall be effective unless an instrument approved by the members entitled to cast two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days and no more than sixty (60) days in advance of such proposed dedication or transfer. Notwithstanding the foregoing, Declarant specifically reserves and retains the rights to: (1) transfer and convey utility installations and properties, including without limitation water, sewer (both storm water and sanitary), septic systems, wells, and geothermal, to any organization designed to own or operate them, as shown on the Plat, together with all necessary and appropriate easements for access in order to install, maintain, repair, and replace such utilities; and (2) the right to grant and convey or have the Association grant and convey, a perpetual, non-exclusive access and utility easement over, under, across and through the entrance way and roadway to the

Subdivision in order to provide ingress, egress, and utility service to future phases and adjacent development areas.

C. The Association shall have the right to reasonably limit the use of the Common Areas.

Section 2 – Declaration of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the Bylaws of the Association, Owner's right of use and enjoyment of the Common Areas and facilities to the members of the Owner's family, guests, tenants, contract purchasers who reside on Owner's Lot, contractors performing work for the Owner, suppliers and purveyors of services solicited by the Owner and delivery persons.

Section 3 – Reservation of Easement. Declarant does hereby reserve a nonexclusive perpetual right of access easement, over, across, under, in and to all Common Areas for construction thereon of Subdivision improvements, activities in connection with the sale of Lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and development of the Subject Property as well as the right to assign and transfer such reserved easements to others. Declarant further reserves unto itself the right to grant in the future additional easements across such Common Area for utilities or for other purposes as determined necessary in the sole opinion of Declarant.

ARTICLE V – ASSESSMENTS

Section 1 – Creation of the Lien and Personal Obligation of Assessments. Each Owner of each Lot by acceptance of a deed (or in the situation of a land contract purchaser, by acceptance of such contract), whether or not it shall be so expressed in such deed or such contract, is deemed to covenant and agree to pay to the Association: (a) an annual assessment and (b) any special assessments, both of such assessments to be established and colleted as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in connection with the collection of any assessment, fine and/or any other charge set forth herein, together with enforcement of any of the terms and provisions of this Declaration, shall be a charge and a continuing lien upon the Lot against which such assessment is made from the time such assessment becomes due. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment becomes due.

Section 2 – Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, welfare, convenience and enjoyment of the residents of the Lots and for the improvement

and maintenance of the Common Areas and for, but not limited to, maintenance of the Subdivision entrance; maintenance of the roads, landscaping, street lights throughout the Subdivision, if any, and the payment of utility charges; repairs and maintenance of private roads; payment of premiums for Common Area liability insurance; the cleaning of debris from Lots or building sites on which a residential dwelling has not yet been constructed; and fences. The Association shall have the obligation to maintain the Common Areas and such other areas as may be determined by the Association, and shall pay any and all taxes assessed upon said Common Areas and improvements thereon.

Section 3 – Special Assessments. In addition to the annual assessments authorized above, the Association may levy a special assessment per Lot for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair, improvement or maintenance upon any Common Areas or any real property owner by the Association, public property adjacent to or in the vicinity of the Common Areas or any of the Lots, including fixtures and personal property related thereto, landscaping, special signage and street lights that were not included in the regular budget; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4 – Segregation of Funds. Funds collected by the Association from the annual assessments and any special assessments shall be maintained separately. Notwithstanding the requirement that separated and segregated funds are required as aforesaid, there need be no physical division of such funds and same may be held in a consolidated account in which each separate fund shall have a designated interest for accounting purposes.

Section 5 – Notice and Quorum. Written notice of any meeting of Owners called for the purpose of taking any actions authorized under this Article shall be sent by United States mail, postage prepaid, or electronically transmitted in the manner authorized by the By-Laws of the Association, to all affected Owners of record (thirty (30) days prior to the date of any meeting called for this purpose) as required by the Bylaws. At the first such meeting called, the presence of affected Owners or of proxies entitled to cast 51% of all the votes of the affected membership shall constitute a quorum. If the required quorum is not present, the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the preceding meeting.

Section 6 – Rate of Assessment. The annual and special assessments pertaining to all matters shall be fixed at a uniform rate for all Lots and each Owner for each Lot owned shall be responsible for an equal fractional share of the total annual assessment and any special assessments.

Section 7 – Assessment Periods and Due Dates. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date(s) and payment schedule (e.g. monthly, quarterly, semi-annually or annually) as set forth by a Resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every affected Owner. The Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessments. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8 – Effect of Nonpayment of Assessment and Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date shall bear a late charge of ten percent (10%) of the assessment amount, plus interest from the due date at the rate of twelve percent (12%) per annum. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot to collect all amounts due and owing, including attorney's fees and costs. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by nonuse of any Common Areas or abandonment of the Owner's Lot.

Section 9 – Subordination of the Lien to Mortgages of Record. Any lien of the Association for assessments under this Article V recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot. When the mortgagee of a mortgage of record, or other purchaser, of a Lot obtains title to the Lot as a result of foreclosure of the mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his or her successors and assigns shall not be liable for the assessments by the Association pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessments that is recorded in the public records of La Crosse County, Wisconsin, prior to the recording of the foreclosed mortgage or for which a deed in lieu of foreclosure is given, and such subordinate lien shall be extinguished automatically upon the recording of the Sheriff's deed or the deed in lieu of foreclosure. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred from the lien of any assessments thereafter being due. All such assessments, together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligations of the person who was the Owner of the

Lot at the time the assessment fell due. Except as hereinabove provided, the sale or transfer of an interest in any Lot shall not affect the assessment lien. Any liens extinguished by the provisions of this article shall be reallocated and assessed against all Lots as a common expense.

Section 10 – Maintenance. After fifteen (15) days written notice from the Association send United States Mail, postage prepaid to an Owner for the Owner's failure to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion, including mowing and weed control, and otherwise satisfactory to the Board of Directors of the Association, the Association may, after approval of its Board of Directors, have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvement erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law as well as reasonable attorneys fees and costs, shall be lien on the Lot if the amount required is not paid within ten (10) days after written demand is made against the Owner. The lien for maintenance shall be a continuing lien on the Lot and shall also be the personal obligation of such Owner at the time such maintenance is performed. Such lien may be enforced in the manner prescribed by law.

ARTICLE VI – ARCHITECTURAL CONTROL

Section 1 – Prior Approval. No structural improvement, exterior improvement, or improvement of any nature whatsoever, including but no limited to a building, fence, property enclosure, wall, mailbox, driveway, gate, exterior lighting, or landscaping, shall be commenced, erected or maintained upon any Lot or the Subject Property by any Owner, the Association or anyone else, nor shall any exterior addition to or change, alteration or modification be made to any of the foregoing until the design, plans, specifications, plot plan and landscaping plan demonstrating the nature, kind, shape, height, material, color, and location of same have been submitted to and approved in writing by the Architectural Review Committee as complying with the standards generally set forth in Section 2 of this Article VI and the Architectural Guidelines, as the same may be adopted and amended, from time to time, by the Architectural Review Committee. In the event the Architectural Review Committee fails to approve or disapprove such design, plans, specifications, plot plans and/or landscaping plans within thirty (30) days after same have been received by said Committee, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The plans submitted to the Architectural Review Committee shall, without limitation, show the elevation and other matters set forth on the front, rear and both side walls of the structure.

Section 2 – Architectural Review Committee. The Architectural Review Committee shall initially consist of three (3) representatives appointed by the Declarant who shall serve until their resignation. In the event of the death or resignation of any such representative of the Declarant on the Architectural Review Committee, the Declarant shall have the right to appoint a substitute thereto. Declarant shall retain the right to appoint all members of the Architectural Review Committee from the date of the recording of this Declaration and continuing for as long as Declarant owns any Lot. Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors of the Association. It is contemplated that the Subject Property will be developed as a first-class residential subdivision of high standards. Accordingly, decisions of the Architectural Review Committee shall be based upon the uniform application of such reasonable, but high, standards as are consistent with a first-class residential subdivision, such standards to include, among other things, the harmony of external design including roof style (pitch, shingle and color), chimney, exterior siding (material and color), windows and trim, shutters (color and style), front doors, garage doors, location in relation to surrounding structures and topography, the type, kind and character of buildings, structure and other improvements, and aesthetic qualities in general. The Architectural Review Committee has the authority to hire an architect to assist it in the review of all plans, specifications and other items submitted to it for review and approval under this Article VI. The reasonable fee of the architect shall be charged by the Architectural Review Committee to the applicable Owner whose plans, specifications and/or other documents are under review for approval by the Architectural Review Committee. All such fees must be paid by the applicable Owner prior to receipt of final approval. If not timely paid, the Association shall have a lien on such Owner's Lot, for the amount thereof, together with interest at the highest legal rate per annum. The Association may bring an action of law against the Owner personally obligated to pay the same and/or foreclosure the lien against the Lot to collect amounts due and owing, including attorney's fees, costs and expenses. In the event of any non-payment, the terms and provisions of Article V, Section 9, shall apply.

Section 3 – Inspection During Construction and Prior to Occupancy. The Architectural Review Committee shall have right to inspect the Owner's Lot and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans and specifications submitted to and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Article VI, or failure of an Owner to carry out construction in accordance with the provisions of this Article VI, shall subject such Owner to such equitable (including specifically specific performance) and legal remedies, including payment of the prosecuting parties' reasonable legal fees and expenses.

ARTICLE VII – ADDITIONAL RESTRICTIONS

The Architectural Guidelines and the following restrictions are guidelines and it is anticipated that these restrictions will be observed and adhered to in substantially all situations. However, the Architectural Review Committee is hereby vested with the authority to grant in writing waivers and variances from the Architectural Guidelines and any of the following restrictions as well as setback requirements shown on the Plat utilizing the same standards of review as those set forth in Article VI, Section 2, where it is clearly demonstrated by the person requesting the waiver that both the granting of such a waiver will not impact adversely on the aesthetic qualities of the proposed improvements, the Lot upon which same is located, and the Subject Property as a whole, and, that same is consistent with a first-class residential subdivision of high standards contemplated hereby. Neither the Architectural Review Committee, nor any of its members, shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

Section 1 – Use. All Lots shall be occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment, business or any other purpose of any kind or character.

Section 2 – Minimum Square Footage and Residential Design. No residential structure shall be erected or placed on any Lot, exclusive of garages, porches, patios and terraces, of less than 1500 square feet. If any residential structure is more than one story in height, then the minimum ground floor area of such residential structure shall be 1200 square feet. No residential structure shall exceed two and a half (2½) stories in height.

Section 3 – Maintenance. All structures, improvements, yards, drives and landscaping must be diligently and properly maintained at all times. The Section is not applicable to the Declarant and shall apply after sale of the Lots by Declarant.

Section 4 – Prohibited Residences. No boat, trailer, camper, house trailer, truck, van, basement, tent, shack, garage, barn, boathouse, mobile home or manufactured home, or any other such similar structure or vehicle shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as residence. It is the intent of the Declarant that homes in the Subdivision will be constructed in the traditional manner, from the ground up.

Section 5 – Vehicles. Boats, campers, trucks, vans, motorbikes, trailers, motor homes and the like, stored or for any reason left upon the premises or owned or regularly used by the residents must either be completely garaged or stored in such a location so that same is out of view from any adjoining Lots,

except for short-term parking not exceeding a forty-eight (48) hour duration. The parking or storage of any such items in any other manner, such as in the street, road right-of-way or in any portion of the driveway which is not out of view from any adjoining Lots, is expressly prohibited. No vehicles shall be parked in the streets of the Subdivision except by guests and invitees, but not overnight.

Section 6 – Nuisance. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the Owners of other Lots.

Section 7 – Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or building site, except that no more than two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to run at large.

Section 8 – Appearance. All residences, structures and improvements shall be designed to present a pleasing, attractive, tasteful, neat and well-maintained appearance from all views.

Section 9 – Dumping. During the construction or substantial remodeling of any home located on a Lot, a construction dumpster shall be required. During construction and remodeling, the site shall be maintained in a neat and clean manner and in such a way that construction debris does not accumulate or blow into adjoining lots, properties or streets. If the Owner does not comply with the provisions of this section, the Association, at its election, can place a dumpster on the Lot, and to the extent necessary, is hereby granted a non-exclusive, easement for such purposes and may assess the Lot Owner for the costs for such, together with a reasonable administrative fee. In the event said Lot Owner fails to pay the Association the costs of same and reasonable administrative fee, the Association shall have all rights granted to it under Article V – Assessments, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

Section 10 – Compliance with Law. All laws of the United States, the State of Wisconsin and the County of La Crosse, and all rules and regulations of their administrative agencies now and hereafter in effect, pertaining to sewage disposal, water supply, sanitation, zoning, building permits, land use planning and the like shall be observed by all Owners, unless an appropriate permit or variance to do otherwise is properly granted, and any governmental official having a lawful and administrative duty to inspect any of the Subject Property with respect to any such matters shall have a license to enter upon any of the Subject Property at all reasonable times to make such inspections and recommendations.

Section 11 – Minor Variance of Restrictions. When a building or other structure is located on any Lot or building site in a manner that constitutes a minor violation of these covenants and restrictions or the building setback lines shown on the recorded plat, the Architectural Review Committee may grant a variance to the Lot or building site, or part of it, from any part of the covenants and restrictions, or setback lines, referenced herein or on the Plat, that are violated. The Architectural Review Committee shall not give such a variance except for a violation that it determines to be a minor or insubstantial violation, in its sole discretion.

Section 12 – Wiring. No aboveground electric, telephone, cable television, radio or any other such wiring or utility services shall be permitted, except all necessary aboveground electrical wiring in the Common Areas in connection with any lift stations for sewage and/or storm drainage is permitted.

Section 13 – Lot Setback. No residential dwelling shall be constructed on any Lot or building site in the Subdivision which does not conform to the setback lines shown on the recorded Plat, however, waiver of any setback requirement on the Plat may be granted for variances of any setback requirement not exceeding ten percent (10%). For each Lot located within the subdivision, the setbacks are:

A. Front setback – 25 feet;

B. Rear setback – 15 feet; and

C. Side setback – 10 % of the property line width not to exceed 15 feet or not less than 5 feet unless otherwise shown on the Plat;

provided, however, the setbacks for any corner Lot shall be determined based upon applicable municipal codes.

Section 14 – Antennas. No outside antennas, poles, masts, towers, satellite receiving dishes or the like shall be erected on any Lot without the prior written authorization of the Architectural Review Committee, and any such permitted satellite receiving dishes shall be fully concealed and shall not be visible from any Lot line. No radio transmitting equipment shall be erected on, or operated from, and Lot. Notwithstanding the above, satellite dishes, the diameter of which does not exceed twenty-four (24) inches, which are attached to any improvement located on any Lot shall be allowed, only after the approval of same concerning both design and location has been obtained from the Architectural Review Committee.

Section 15 – Basketball Goals. Architectural Review Committee approval is required for all basketball goals and backboards. Backboard and support

structure must be clear and neutral colored or painted the house field and trim colors, unless otherwise approved by the Architectural Review Committee. Garage mounted backboards in the front year may not project more than two (2) feet from the front of the garage. Rims and nets on all types of basketball units must be maintained in a neat and clean appearance. Temporary basketball backboards also are acceptable but must be placed in such a manner that they do not block sidewalks and pedestrian walkways and are not placed in streets.

Section 16 – Clotheslines. Outside clotheslines or other items detrimental to the appearance of the Subdivision shall not be permitted on any Lot.

Section 17 – Outdoor Cooking. All outdoor cooking, including permanent or portable barbeque grills, shall be screened from view from the Front Lot line.

Section 18 – Garbage and Trash Receptacles. All garbage and trash receptacles shall be screened from view from the Front Lot line and must be concealed in an appropriate manner.

Section 19 – Fences. The Architectural Review Committee shall have complete control regarding the erection of fences, including control over the style, building materials, height and location of fences, and may refuse to authorize any fence whatsoever in its absolute discretion. No chain link fences will be allowed except around retention ponds, lift stations and other utility stations, as required by local subdivision ordinances. In addition, secondary chain link fences (i.e. – inside the primary fence) may be used in backyards for enclosing pet areas, dog runs and similar areas, provided that any such chain link fence is lower than the primary fence.

Section 20 – Garage Doors/Garage Size. All dwellings must be constructed with at least a two-car garage, which shall be approved by the Architectural Review Committee in accordance with the provisions of Article VII, Section 2.

Section 21 – Signs. No sign of any kind shall be displayed to the public view on any Lot or building site in the Subdivision expect as follows:

A. Vacant Lots – No "For Sale" or other sign shall be placed on a vacant Lot, except by Declarant. Only "Lot Identification" markers, which shall be consistent with the size and style described in the architectural guidelines, as adopted by the Architectural Review Committee, shall be allowed on vacant Lots.

B. Real Estate Signs – Temporary, non-illuminated real estate signs indicating the availability for sale, rent, or lease of the specific Lot on which the sign is located and which Lot contains a home that is either constructed or under construction. Such signs shall not exceed five (5) square feet in total area and four (4) feet in height, limited to one such sign per street frontage. Such

signs shall not remain in place more than seven (7) days following sale closing or rental occupancy of the Lot. Such signs may not be places on Common Area fences. Open House Real Estate signs shall conform to the dimensions specified above, are limited in number to six (6), shall be place only upon the Owner's Lot or within the road right-of-way portion of the Common Areas for the duration of the open house, and shall not block or interfere with traffic visibility.

C. Garage Sale Signs – A sign advertising the existence of a garage sale for the sale of personal property and advertising the date, time and location of the garage sale with such sign having a maximum area of five (5) square feet, a maximum height of three (3) feet, and posted for the period of the date of garage sale only. Such signs shall not block or interfere with traffic visibility, shall be free-standing, shall be limited in number to six (6) signs, and shall be posted only upon the Owner's Lot or within the road right-of-way portion of the Common Areas.

D. Signage Guidelines – Notwithstanding the foregoing, the Architectural Review Committee shall have the power and authority to adopt signage guidelines more extensive than the above requirements in order to govern the uniform appearance of signage in the Subdivision, and in the event of such adoption, such signage guidelines shall control.

Section 22 – Drainage Easements. Drainage easements shall not be obstructed in any way that will alter the designed and normal flow of drainage.

Section 23 – Surface Flow and Erosion Control. No one shall change the contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate surface water drainage, it may be necessary for the Declarant to contour each Lot or building site to provide a continuous drainage pattern from Lot to Lot within the Subdivision. These drainage patters shall not be altered. During the construction of any improvements on any Lot, the Owner must barricade said Lot to prevent dirt erosion onto any streets, waterways, adjacent Lots and the Common Areas. If the Owner does not so barricade to prevent dirt erosion, the Association can so barricade, and to the extent necessary, is hereby granted a non-exclusive, non-perpetual easement for such purposes and may assess the Lot Owner for the costs of such barricading, together with a reasonable administrative fee. In the event said Lot Owner fails to pay the Association the costs of said barricading and reasonable administrative fee, the Association shall have all rights granted to it under Article V – Assessments, including, but not limited to, the creation of a lien and the right to enforce and foreclose the same.

Section 24 – Multiple Lots as Building Sites. If a portion of a Lot, or one or more Lots, or one Lot and all or a portion of an adjacent Lot, or two or more fractional parts of adjoining Lots, within the Subdivision, are utilized for one residential purpose, the setback requirements herein shall be measured from the

boundary line of the entire building site or plot being then and there utilized and devoted to the residence. A fractional portion of a Lot or two (2) fractional parts of adjacent Lots may be utilized as a residential building site or plot, provided that no such building site or plot shall contain fewer square feet than the smallest platted Lot within the Subdivision nor have a width, at the building setback line, or less than one hundred feet (100').

Section 25 – Model Homes. Notwithstanding Section 1 above, the Architectural Review Committee shall have the right to authorize the use of any Lot as a model home site, to be used under such terms and conditions as it may prescribe, which decisions will not be subject to review.

Section 26 – Easements Prohibited. No Lot Owner may grant easements across the Owner's Lot for ingress and egress to adjoining properties, sewer, utilities or any other purposes without the prior written approval of Declarant or the Association as required.

Section 27 – Garage Sales. No Lot shall be permitted to have more than two (2) garage, rummage or similar sales during any calendar year. Any such garage, rummage or similar sale shall be held only on Saturday between the hours of 8:00 A.M. and 4:00 P.M.

Section 28 – Security. In order to enhance security within the Subdivision, the Association has the authority, but not the obligation, to install a guardhouse/gatehouse and/or electronic gates at all entrances and exits to the Subdivision and hire security personnel to man the same and patrol the Common Areas. All costs and expenses of the same shall be included within any annual and/or special assessment levied by the Association.

Section 29 – Mail Boxes. The Architectural Review Committee may establish uniform guidelines regarding the style, size, height, color, and location of fixed mail boxes to be located on each Lot within the road right-of-way. The guidelines may require two adjacent Lots to share a common mail box post, to be located on the property line dividing the two applicable Lots.

Section 30 – Accessory Structures. No accessory structures, whether permanent or temporary, including, but not limited to, storage sheds, workshops and greenhouses, shall be placed or constructed on any Lot unless the same is in conformance with the Architectural Guidelines and the plans for the same have been approved by the Architectural Review Committee. All such accessory structures must be architecturally compatible with the home located on such Lot, including the same exterior siding, roofing, and windows as the residence, and shall not be permitted to be located in the front yard of any Lot.

Section 31 – Pools. No swimming pools, wading pools, lap pools or similar structures may be constructed or installed on any Lot unless the plans for

the same have been submitted to and approved by the Architectural Review Committee. Any such pools shall be held to the highest standards of design, screening and appearance, but may include above-ground systems if in the opinion of the Committee they conform to the aesthetics of the subdivision.

Section 32 – Trees. No tree located on any Lot which has a diameter of six inches (6") or greater, as measured at four feet (4') above ground level, may be removed or cut by any Owner or any Owner's contractors or subcontractors without the prior written approval of the Architectural Review Committee, unless such tree is located within the building area or footprint of the proposed residential structure, driveway or sidewalk to be built or located on such Lot.

Section 33 – Fines. Failure by an Owner to comply with the terms of this Declaration shall result in a fine payable to the Association by the Owner of said Lot in the amount of One Hundred dollars ($100.00) per day for as long as the violation continues. The aggregate amount of fines imposed under this provision is unlimited. The Owner shall be given written notice and an opportunity to cure any such violation at least twenty (20) days prior to the imposition of any such fine. The Owner shall be given the opportunity for a hearing before a committee of at least three members of the Association appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee does not approve the proposed fine by majority vote, it may not be imposed. In any action to recover a fine, the Association is entitled to collect its attorney's fees and costs from the offending Owner. This Section shall not apply to a violation which consists only of failure to pay assessments when due.

Section 34 – Partial Invalidity. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions and Restrictions, this 30th day of August, 2011.

Signed, sealed and delivered
in the presence of:

Gavaghan, LLC
a Wisconsin limited liability company

Cathy Fonstad
Print Name: Cathy Fonstad

By: Sean Gavaghan
Print Name: Sean Gavaghan
Its: Managing Member

Print Name: _____

STATE OF WISCONSIN)
)
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 30th day of August, 2011, by Sean Gavaghan as Managing Member of Gavaghan, LLC, a Wisconsin limited liability company, on behalf of the company, who personally appeared before me and is personally known to me.

NOTARY PUBLIC
CATHY FONSTAD
STATE OF WISCONSIN

Cathy Fonstad
Print Name: Cathy Fonstad
Notary Public for the State of Wisconsin

[NOTARY SEAL]

Exhibit A

Wildwood Valley Subdivision to consist of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, & 48!

And Out Lots 1, 2, 3, 4, 5, & 6!

EXHIBIT 3

DOCUMENT NUMBER

First Amendment to Declaration of Covenants, Conditions and Restrictions

1586916

LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. MCBRIDE

RECORDED ON
12/16/2011 12:27PM
REC FEE: 30.00
EXEMPT #:
PAGES: 4

Return to:
Gavaghan, LLC
W3798 Loging Road
West Salem, WI 54669

Drafted by: Michael S. Moen

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WILDWOOD VALLEY SUBDIVISION

LOCATED IN LA CROSSE COUNTY, STATE OF WISCONSIN

WHEREAS, Gavaghan, LLC, as Declarant, executed and recorded a certain Declaration of Covenants, Conditions and Restrictions of Wildwood Valley Subdivision on August 31, 2011, affecting the property known as Wildwood Valley Subdivision located in La Crosse County, Wisconsin, and legally described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, by the terms of Article III, Section 3, the Declarant reserved the right to amend said Declaration;

NOW, THEREFORE, the Declarant does hereby exercise its right to amend the declaration as follows:

1. The references to Exhibits B and C, being the Articles of Incorporation and By-Laws of Wildwood Valley Home Owners Association, Inc. appearing in Article I, Section 1, are hereby deleted, and said Article I, Section 1, is hereby revoked and restated as follows:

Section 1 – Association. Association shall mean and refer to Wildwood Valley Homeowners Association, Inc., a not-for-profit corporation, and its successors and assigns. This is the Declaration of Covenants, Conditions and Restrictions to which the Articles of Incorporation and Bylaws of the Associations make reference.

2. The reference in Article I, Section 2, to Exhibit "D", being the Plat of Wildwood Valley Subdivision is deleted and said Article 1, Section 2, is hereby revoked and restated as follows:

Section 2 – Common Areas. "Common Areas" shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto) now, or hereafter, owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of recording the conveyance of the first Lot by the Declarant are the private common areas, private common amenities, private conservation areas, private parks, private ponds and private roads shown on the Plat and any areas conveyed to the Association by Declarant as specified in Article IV, and may include or exclude lift

stations, septic systems, wells, walking trails, easements, and other areas or amenities intended for the common use and enjoyment of all lot owners in the subdivision and adjacent developments, all as more fully shown on the Plat.

3. A new Article VII, Section 35, is hereby created as follows:

Section 35 – Wood Burning Stoves and/or Boilers. Wood burning stoves or wood boilers will not be allowed in Wildwood Valley Subdivision, regardless if they are for primary or secondary sources of heat. This restriction refers to primary residence structures as well as storage, garages and secondary or accessory facilities. This prohibition does not include pellet stoves or wood burning fireplaces, which are specifically allowed. In the event of any dispute or uncertainly as to the application of this provision, the decision of the architectural review committee shall control.

4. Other than as specifically provided herein, the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Wildwood Valley Subdivision dated August 31, 2011, are hereby ratified and re-stated and shall remain in full force and effect.

Dated December 13, 2011.

Gavaghan, LLC
a Wisconsin limited liability company

By: Sean D. Gavaghan
Print Name: Sean D. Gavaghan
Its: Managing Member

STATE OF WISCONSIN)
)
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 13 day of December, 2011, by Sean D. Gavaghan as Managing Member of Gavaghan, LLC, a Wisconsin limited liability company, on behalf of the company, who personally appeared before me and is personally known to me.

Print Name: Michael S. Moen
Notary Public for the State of Wisconsin
[NOTARY SEAL] Perm. Comm.

Drafted By:
Michael S. Moen, of
Moen Ehrsam & Kroner, S.C.
201 Main Street, Suite 200
La Crosse, WI 54601

Exhibit A

Wildwood Valley Subdivision to consist of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, & 48!

And Out Lots 1, 2, 3, 4, 5, & 6!