14

Declaration of Restrictions
Wildflower Terrace
Town of Holland
LaCrosse County, Wisconsin

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Beaver Properties, LLC
N6838 Builders CT
Holmen, WI 54636

Parcel Identification Number (PIN)

Drafted by: Gregory T. Stellrecht

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DECLARATION OF RESTRICTIONS

WILDFLOWER TERRACE

TOWN OF HOLLAND

LA CROSSE COUNTY, WISCONSIN

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TOWN OF HOLLAND
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Wildflower Terrace is a 30 lot residential subdivision accessed off County MH (McHugh Rd) just West of Holmen, Wisconsin. Nested between the 60 acre Holland Sand Prairie State Natural Area on its East and the Holland Town Hall and recreational facilities on the West, many lots in the subdivision overlook scenic views.

Beaver Properties, LLC , (herein "Corporation"), a limited liability company duly organized and existing under and by virtue of the laws of Wisconsin, the owner of all property within the boundaries of Wildflower Terrace subdivision, in the Town of Holland, La Crosse County, Wisconsin, (collectively herein "subject real estate" or "Property") and described in Exhibit A hereto attached, hereby makes the following declaration as to the limitations, restrictions, and uses of the land for the benefit of the present owner and all future owners of all lots located within the subject real estate (herein "Lots"). All declarations herein shall be covenants running with the land, as provided by law, and shall be binding on all parties and all persons claiming under them for all Lots within Wildflower Terrace.

I. ADVISORIES

A. The Lots in Wildflower Terrace are in a rural, agricultural area and from time to time, there may be noises and/or smells from the agricultural operations in the surrounding area that some people may find objectionable. Purchasers of the Lots should recognize that the farming operations will continue and that there is nothing that the Corporation or the Town of Holland can do to change this fact.

B. The Holland Sand Prairie State Natural Area is open to the public for hiking, snow-shoeing, bird-watching and nature photography. The site is home to a sand prairie, a very rare native ecosystem. The site is managed through a cooperative effort between the Town of Holland, Friends of Holland Sand Prairie, Mississippi Valley Conservancy, and the Wisconsin DNR specifically for the benefit of the wildlife habitat. Dogs are not allowed on the Sand Prairie property.

C. Holland Sand Prairie is managed to remove non-native species and promote the resiliency of the native communities. Land management practices include, but are not limited to, seed collection, invasive species control, herbicide application, brush removal, prescribed burning and mowing. Neighbors are encouraged to utilize native plants in landscaping to prevent additional invasive species from entering the site. Prescribed burns are conducted by qualified crews according to an approved plan and permit. Burns are planned with smoke management in mind, to

minimize impact on roads and residential areas. Neighbors are notified the day of the burn, and those with respiratory conditions are encouraged to contact Mississippi Valley Conservancy at (608)784-3606 so they may receive advanced notice of burning plans and activities.

II. ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

A. All improvements within the subject real estate shall comply with the requirements and ordinance of La Crosse County and the Town of Holland. All elevations and placement of improvements are the sole responsibility of the Owner.

B. The purpose of the Architectural and Environmental Control Committee (herein "Committee") shall be to approve, approve with conditions, or disapprove any plans and specifications for any proposed improvement that is submitted to the Committee and to respond to inquiries from any Owner regarding this Declaration and to take any enforcement or other action that is both authorized by this Declaration and deemed appropriate by the Committee.

C. While the Corporation retains ownership of one or more Lots, the Committee shall consist of three members appointed by the Corporation. Any members so appointed by the Corporation may be removed at any time by the Corporation. A majority of the Committee may designate a representative to act for them.

D. The Committee is hereby authorized and empowered to approve, approve with conditions, or disapprove all plans and specifications for any improvement on any part of the Property. Prior to commencement of any improvement on any Lot, the Owner thereof shall submit to the Committee plans and specifications and all related information requested by the Committee for the purpose of evaluating the proposed improvement. It is the sole responsibility of the Owner to consult with the Committee to determine what information the Committee believes is necessary to adequately evaluate the proposed improvement.

E. The Committee's decision to approve, approve with conditions or disapprove any proposed improvement may be based on any grounds that the Committee believes in good faith to be appropriate, and can include purely aesthetic considerations, such as objection to the landscaping plan, color scheme, finish, proportions, architectural style and detailing, height, bulk, or appropriateness of any improvement. Approval of plans and specifications by the Committee for improvements to one particular Lot shall not be deemed an approval, or otherwise obligate the Committee to approve similar plans and specifications or any of the features or elements thereof for any other Lot.

F. The Committee's approval, approval with conditions, or disapproval as required in the Declarations shall be in writing. However, in the event the Committee or its designated representative fails to approve with conditions, or disapprove within thirty (30) days after the plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been disapproved.

G. Any revisions, modifications or changes to any plans and specifications previously approved by the Committee must be approved in the same manner as the original plans and specifications.

H. When the Corporation ceases to own any Lot, and if a majority of the Owners wish to continue the Committee, the then record Owners of the Lots shall have one vote per Lot and shall elect the three members to the Committee by majority vote for a term of two years. New members to the committee may be elected should a member resign or sell their Lot or when their term expires.

III. ARCHITECTURAL AND ENVIRONMENTAL CONTROL PROCESS

A. Prior to beginning and improvement on a Lot, the following shall be submitted to the Committee for approval:

1. Building plans and specifications, including all exterior elevations and architectural details;

2. Site plan, including landscaping, erosion control measures and driveway location;

3. Specifications shall be submitted sufficiently defining all exterior finishing materials. Color samples shall be provided for all exterior finishes; and

4. Any other information requested by the Committee.

B. No building, fence or outbuilding shall be erected, placed or altered nor any landscaping commenced until the plans and specifications have been approved by the Committee.

IV. DWELLING SIZE, QUALITY AND CONSTRUCTION REQUIREMENTS

A. General Guidelines. All homes, attached garages and unattached garages and other out buildings shall be designed and constructed to be sensitive, to and compatible with, materials similar to the surrounding homes and compatible with the Corporation's guidelines and intentions

with respect to architectural style, materials, colors, textures, building orientation, garage and driveway placement, building height, mass, roof pitch, air conditioning, utility meter and chimney and vent locations.

B. All Lots shall be used for single family residence purposes. Residences shall meet the following minimum square footage requirements exclusive of porches and garages.

Main structure	Lots 1, 2, 3 and 10	All other lots in phase I
One story dwelling	1,600 sf	1,800 sf
Two story dwelling-total	2,000 sf	2,200 sf
Two story dwelling-main	1,200 sf	1,300 sf

Homes which are closer to the minimum square footages may be required to have enhanced architectural details. Split entry structures are not permitted. A minimum of a two-car garage will be attached to the principal building. All such dwellings constructed in the Phase I development shall have a minimum appraised value of two hundred seventy-five thousand dollars ($275,000) at the time of construction, based upon then existing construction costs. The appraised valuation shall include the value of the dwelling, garage, plumbing, electrical, heating and cooling systems, but shall not include appliances, furnishings or the Lot. The Corporation may change both square footage requirements and/or the minimum appraisal values for Phase II and if so, notice will be provided to prospective buyers by the Committee.

C. All dwellings shall be "stick built" on the job site and will comply with all applicable building codes and meet the requirements of the Wisconsin Uniform Dwelling Code. No building previously erected elsewhere shall be moved onto any Lot. No log building or basement homes shall be erected or placed on any Lot. No garage or out-building shall be used as a temporary or permanent residence.

D. Color and Textures. Subtle hues of muted/grayed earth tones of beige, tan, brown, rust, rose, gray-green, gray-blue, gray, and off-whites are the authorized main colors. Accent colors should be chosen to highlight but go well together with other chosen colors.

E. Exterior Siding. Exterior siding and finish materials must terminate no higher than sixteen inches (16") above finish grade level. Exposed concrete masonry or poured concrete foundation systems must not be exposed more than sixteen inches (16") above grade. Siding must integrate the use of some masonry or stone materials in a pleasing manner.

F. Unattached garages and other out buildings may be permitted by the Committee at their sole discretion. Exterior finishes should be similar to the residence.

G. All driveways, parking areas and walkways shall be finished with concrete, concrete pavers, brick or other approved material within 10 months after the date of occupancy of the residence. No structure of a temporary character shall be used on any Lot at anytime as a residence either temporarily or permanently.

H. Fences. Fences shall be allowed where appropriate and necessary for screening, security, containment or aesthetic purposes subject to compliance with local ordinances, but only upon review and approval of the Committee. Fences must be of high quality materials and construction designed to be architecturally compatible with the homes and surroundings. The best side of all fences must face away from the Lot, (i.e. toward the neighboring property). Fences may not be higher than six (6) feet above grade (average height) except that ornamental post finials may extend above the top of the fence. Dog runs and dog houses will be discouraged in areas visible to the public. However, they may be allowed subject to review and approval of the Committee, which shall require landscape screening and other mitigation.

I. Pools, Hot Tubs and Whirlpools. Swimming pools, hot tubs and whirlpools are allowed only in the private portions of the yard that are screened by landscaping or not visually obtrusive. Pool mechanical systems and storage (filters, heaters, etc.) must be enclosed, screened by landscaping or in a buried vault in the private area and not visible to the public. All such pools, tubs and spas may not closer than twenty (20) feet from the common Lot line and must meet all codes, including provisions for security and fencing. The drain outlet for the pool and filtration system must be designed and located to prevent runoff and/or damage to adjacent Lots.

J. Chimney Stacks and Roof Vents. Exposed metal chimney stacks and flues shall not be permitted. All stacks and flues must be enclosed by a shaft compatible with the dwelling's materials and proportions. All efforts shall be made to locate roof attic box vents, plumbing stacks and roof vents at the rear side of the residence and not exposed to the view fronting the street.

K. Utility Meters, Air Conditioners and Mechanical Equipment. All gas and electric meters shall be located away from the residence side fronting the street and obscured from direct public view. Where these locations cannot be adhered to, a landscape buffer must be incorporated to obstruct the view of these meters. Air conditioning compressors and other exposed

mechanical equipment must be located in a private area not visible to the public and screened by landscaping.

L. Woodpiles. Logs, split logs and kindling may not be stored in the front yard, in a portion of a side or rear yard of a Lot viewable from a public street or common area.

M. Exterior Heating Systems. Exterior heating systems are not allowed.

N. Erosion Control and Storm Water Maintenance. Upon purchasing a Lot or Lots, Owners shall be responsible for erosion control on and from said Lots. Owners shall implement erosion control measures appropriate as may be necessary to prevent erosion, and as may be required by the Town of Holland and La Crosse County. All disturbed ground areas shall be restored as soon as practical, but not later than the end of the landscaping season one (1) year from the start of construction. No change in natural or existing drainage patterns for surface waters shall be made upon any Lot that could adversely affect another Owner. Lot Owner's shall not permit obstructions to exist in drainage areas that are connected to Owner's Lot. Storm water containment facilities within the Property consist of roadside ditches which act as a detention pond and infiltration swale. Owners must maintain ditch areas affronting their Lot to prevent erosion and sediment build-up and remove any excess sediment build-up that infiltrates said ditches. Obstructions that prevent water flow within drainage areas connected to an Owner's Lot are specifically prohibited.

O. Cleaning Construction Sites. It is the sole obligation of the Lot Owner to maintain their Lot in a neat and orderly condition at all times throughout the term of construction. The Owner shall provide and maintain a dumpster or other container of adequate size for disposal and containment of all construction debris. Construction materials shall be stored neatly on the site at all times. Home builders, general contractors and subcontractors are prohibited from dumping, burying, or burning trash anywhere in the Property.

P. Lot Corners. Owner shall promptly and accurately replace any Lot corner monuments which are removed or displaced during Owner's construction of improvements. Owner expressly understands that all Lot corner monuments are to remain in place and remain visibly marked.

Q. Easements. All Lots shall be served to Lot lines with telephone, electricity, natural gas by utility easements established on the plat, or cited on the deed and all easements shall provide for the installation and maintenance by utility companies. Easements for storm water drainage are hereby expressly reserved by the Corporation as designated on the plat. No property Owner shall alter in any way, by fill or cut, any natural or pre-

constructed ditch or channel or block drainage without the written consent of the Town of Holland and the County of La Crosse.

R. Signs. No sign of any kind shall be displayed to the public view on any Lot or portion of the Property except one (1) sign not more than six (6) square feet advertising a Lot for sale or a sign not more than twelve (12) square feet used by the home builder to advertise during the construction and sale period, or without restriction any signs used by the Corporation to advertise the Lots. One major sign will be placed by the Corporation at the entrance to Wildflower Terrace to identify the subdivision.

S. Noxious Practices. No noxious or offensive trade, activity or practice shall be carried on upon the Property nor shall any trade or activity become an annoyance or a nuisance to the other residents. Rubbish, trash, garbage, and other waste shall be kept in clean and sanitary containers inside the dwelling's garage until refuse pickup day. Empty containers shall be returned to the dwelling's garage promptly after refuse pickup.

T. Parking and Storage of Vehicles and Exterior Storage. Only two (2) currently licensed vehicles designed for travel on public highways shall be kept or parked on any driveway, except if stored inside of an enclosed building. The parking and outside storage of commercial type vehicles such as school buses, trucks (excluding pickup trucks), and semi-trailers, earth moving equipment, construction equipment, boats of any kind, motor homes, snowmobiles or camper trailers, cargo trailers, and trailers of any other type, shall be prohibited on any Lot for any continuous period in excess of twenty-four (24) hours.

U. Television Dishes and Towers. No television satellite dishes greater than twenty-four inches (24") may be placed or erected on any Lot. No radio or television towers are allowed unless approved by the Committee. None of the aforementioned items shall be placed or erected in the front yard of the Lot or in such a manner as to be offensive to the adjoining Lot.

V. Landscaping. The entire front and side yard area of each Lot shall be completely sodded or hydro seeded and landscaped within thirty (30) days from the issuance of any occupancy permit except when occupancy permits are granted between November 1 and March 1. In these cases the above noted landscaping shall be completed prior to June 1. Installed front yard irrigation is recommended. Additional time to complete the landscaping may be granted by the Committee if weather conditions prevent completion within the prescribed time. All Lot Owners shall be required to control weeds and mow grasses in the areas affronting their Lot including ditches in the street right-of-way. Graveled shoulders on town roads are to be left intact.

W. Subdivision of Lots. Further subdivision of Lots shall be prohibited.

X. Removal of Fill. Any fill or dirt excavated from any Lot in excess of the needs on that Lot shall be offered to the Corporation at no charge and disposed of at the Lot Owner expense in a location designated by the Corporation so long as that location is within one (1) mile of the Wildflower Terrace subdivision.

V. ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE APPROVAL

A. The approval by the Committee of any drawings or specifications for any work completed or proposed, or in connection with any other matter requiring such approval, shall not be deemed to constitute a waiver of or to any way limit the right to withhold approval as to any similar drawing, specification, or matter whenever subsequently or additionally submitted for approval. For example, the Committee may disapprove an item shown on the final submittal even though it may be evident, and could have been disapproved at the preliminary submittal.

B. The Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion.

C. Failure to submit plans and specifications to the Committee, as provided for herein, shall constitute grounds for a suit to enjoin any construction or other improvement on a Lot.

D. The Committee may enter any Lot for the duration of any construction to inspect for compliance with approved plans and specifications, and give notice if non-compliance is found. Absence of inspection or absence of notice of non-compliance by the Committee does not constitute approval of work in progress or compliance with these covenants; or the compliance with approved plans and specifications.

E. Upon receipt of approval from the Committee, the Owner shall satisfy all conditions thereof and commence the construction, reconstruction, refinishing, alterations, or other work pursuant to the approved drawings within one (1) year from the date of such approval. If the Owner shall fail to comply with this paragraph, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the Committee that there has been no change in circumstances, the time for such commencement may be extended in writing by the Committee.

F. After approval by the Committee, the proposing party will deliver a copy of the site plan to the Inspection Department of La Crosse County for their use in confirming compliance with solid erosion control measures shown

on the plan. Approval by the Committee does not constitute approval by La Crosse County or insure compliance with applicable building codes, or replace any governmental permit requirements. Building permits are to be obtained from the Town of Holland.

VI. NON-LIABILITY

A. The Committee, nor any member thereof, shall not be liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any drawings or specifications, whether or not defective; (ii) the construction or performance of any work or improvement to any Property, whether or not pursuant to approved drawings and specifications; (iii) the development or manner of development of any Property; or (iv) for any other claim or cause of action arising out of any matter dealing in whole or in part with the creation, implementation or enforcement of these Declarations of Restrictions.

B. Neither the Committee, Corporation nor any member thereof, nor their respective successor or assigns, shall be liable in damages to anyone submitting drawings or specifications to them for approval, or to any Owner or other person by reason of mistake in judgment, negligence, or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve any drawings or specification. Every Owner or other person who submits drawings or specifications for approval agrees, by submission of such drawings and specifications, that they will not bring any action or suit against the Corporation, the Committee, or any member thereof, shall not be deemed to be a representation or warranty that the Owner's drawings or specifications or the actual construction of a residence or other improvement comply with applicable governmental ordinances or regulations. It shall be the sole responsibility of the Owner or other person submitting drawings or specifications to the Committee or performing any construction to comply therewith.

VII. TERM AND AMENDMENT

A. The covenants, conditions and restrictions set forth in this Declaration shall run with and bind all of the Property, shall inure to the benefit of all Owners and their heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of thirty (30) years from and after the date hereof, after which time this Declaration shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless an agreement executed by the Owners of at least two-thirds (2/3) or more of the Lots agreeing to terminate or modify this Declaration has been

recorded in the office of the Register of Deeds of La Crosse County, Wisconsin.

B. As long as Corporation owns any Lot, the Corporation may amend this Declaration by a writing recorded with the office of the Register of Deeds of La Crosse County. Once Corporation no longer owns any Lot, any amendment to this Declaration shall be executed by the Owners of at least 66.66% of the Lots, with each Lot having one vote. Such amendment shall be effective upon recording in the office of the Register of Deeds of La Crosse County.

VIII. ENFORCEMENT

A. Should the Committee determine that a violation(s) of this declaration has or is occurring, the Committee will give the Lot Owner a written notice of such violation(s) and a time frame to cure or remedy the violation(s). Should the Owner, fail to completely remedy the violation(s), the Committee at it's sole discretion, may fine the Lot Owner $100.00 per day for each violation until cured.

B. In the event any of the provisions of this Declaration are breached or are otherwise not being complied with in all respects by the Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of such Owner or occupant, then the Corporation, the Committee or any other Owner or Owners shall have the right and authority, but not the obligation, to enforce the provisions of this Declaration.

C. In the event the Corporation or any Owner takes any action enforce the terms and conditions of this Declaration against any offending/violating Owner or agent of the offending/violating Owner shall pay to the Corporation and/or enforcing Owner, as applicable, shall be awarded all costs and expenses of enforcement, including all attorneys fees and disbursements.

IX. SEVERABILITY

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

Dated this 25th day of April, 2018.

Beaver Properties LLC.

By: Gregory Stellrecht
Gregory Stellrecht
Managing Member

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

Personally came before me this 25 day of April, 2018, the above named Gregory Stellrecht, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Ami K Fullwood

Notary Public, State of Wisconsin
My commission Expires: 9-2-2021

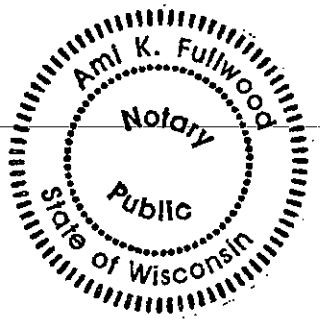


EXHIBIT A
LEGAL DESCRIPTION
WILDFLOWER TERRACE

Lots
1
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of Wildflower Terrace, Town of Holland, La Crosse County, Wisconsin as plat recorded on April 18, 2018 in the La Crosse County Register of Deeds Office in Volume CAB, page 227 B, as Document No. 1708927.