

**AMENDED DECLARATION OF  
RESTRICTIONS**

Document Number

Document Title

**AMENDED DECLARATION OF RESTRICTIONS TO THE  
CROSSING MEADOWS ADDITION  
CITY OF VIROQUA, VERNON COUNTY, WISCONSIN**

**CROSSING MEADOWS DEVELOPMENT**

CORPORATION, (hereinafter the "Developer"), a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, is the owner of Lots 1-52 and four outlots in the Crossing Meadows Addition to the City of Viroqua (the "City"), Vernon County, Wisconsin, (the "Property"; more particularly described in Exhibit A attached hereto), hereby makes the following amended declarations (the "Declarations") as to the limitations, restrictions, and uses of the land for the benefit of the present owner and all future owners of Lots 1-52 in the City of Viroqua, Vernon County, Wisconsin (hereinafter "Lots"). These amended Declarations shall amend the Declaration of Restrictions recorded on September 22, 2005 as Document No. 425799 in the Vernon County Register of Deeds Office and shall be applied retroactively to September 22, 2005.

The Declarations herein are made by the Developer for the purpose of protecting the value and desirability of the Property as single family detached residential home sites. The Declarations shall be covenants running with the land, as provided by law, and shall be binding on all parties and all persons claiming under them.

I. LAND USE

Except for Lots 15-25 as set forth below, each Lot shall be used for one single-family detached residence as provided in the City Zoning District. No dwelling shall be erected, altered, placed or permitted to remain on any of said Lots other than a single-family dwelling with attached garage for a minimum of two cars. Accessory buildings may also be permitted. No trade or business of any kind may be carried on, in or from any Lot. The use of any portion of a Lot as an office by the owner of record of fee simple title to any Lot (the "Owner"), shall not be considered a violation of this Declaration if such use does not create customer, client or employee traffic. Attached, zero lot line dwellings, or twindominiums, may be placed on Lots 15 - 25. No basement homes or log homes are permitted. No mobile home, travel trailer, motor home, basement, tent, shack, garage, barn or other accessory building shall be used as a temporary or permanent residence.

II. ARCHITECTURAL AND ENVIRONMENTAL CONTROL

No building, foundation, structure, shed, deck, patio, swimming pool, mailbox, utility line, road, driveway, walkway, paving, curbing, parking area, grading, excavation, tree, shrubbery, landscaping, fence, exterior lighting, screening, wall, sign (the "Improvements") shall be erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot until the plans and specifications therefore have been submitted to and approved by the Architectural and Environmental Control Committee (the "Committee"). Improvements also mean and refer to, but are not limited to, any other man-made changes or alterations to the condition of the Lot on the date of this Declaration.

Prior to beginning work, the following shall be submitted to the Committee for approval:

- A. Building plans and specifications, including all exterior elevations.
- B. Site plan, including grading, landscaping, storm water drainage including drain tile system where necessary, soil erosion control measures and driveway location.

Recording Area

Name and Return Address

Sean O'Flaherty  
O'Flaherty Heim Egan Ltd.  
201 Main Street, 10<sup>th</sup> Floor  
La Crosse, WI 54601

C. Specifications shall be submitted sufficiently defining all exterior finishing materials, including siding, soffits, fascia, trim, roofing materials, stone, stucco and brick and other masonry products. All exterior improvements and finishes shall be defined, including exterior deck materials, garage door type and all exterior light fixtures. Color samples shall be provided for all exterior finishes.

D. Each Lot herein shall have a complete and comprehensive written landscaping plan and layout.

E. Any other information requested by the Committee.

After approval by the Committee, a copy of the site plan is to be delivered to the Public Works Department of the City of Viroqua for their use in confirming compliance with soil erosion control measures shown on the on the plan. Approval by the Committee does not constitute approval by the county or insure compliance with county building code or replace any City of Viroqua permit requirements.

The construction of any Improvement on any Lot shall be completed within nine months from the date of commencement. No building shall be allowed to remain with tarpaper or building paper sheathing for a period longer than three months. During construction of any Improvement, all Lots shall be maintained in a clean condition, free of debris and waste material. All construction trash, debris and rubbish shall be properly disposed of off of the Property or contained within a dumpster.

### III. ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

The purpose of the Committee shall be to approve, approve with conditions, or disapprove any plans and specifications for any proposed Improvement that is submitted to the Committee, 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.

While the Developer retains ownership of one or more Lots of the Property (exclusive of the Outlots), the Committee shall consist of three members appointed by the Developer. Any members so appointed by the Developer may be removed at any time. A majority of the Committee may designate a representative to act for them. In the event of the death or resignation of any member of the Committee, the Developer shall have full authority to designate a successor. When the Developer 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. One Owner shall be elected for a one-year term, one for a two-year term, and one for a three-year term. Thereafter one Owner shall be elected or reelected each year for a three-year term to take the place of the Owner whose term is expiring. Should the Owners of the Property discontinue the Committee or should the Committee which is made up of the Owners of the Property fail to actively enforce the covenants within this Declaration, then the responsibility of said enforcement may be performed by the City of Viroqua.

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.

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, including but not limited to purely aesthetic considerations, failure to comply with any provisions of this

Declaration, failure to provide requested information, objection to exterior design, appearance or materials, objection on the grounds of incompatibility with other Improvements on the Property, objection to the landscaping plan, color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement or any other matter which, in the sole judgment of the Committee, would render the proposed Improvement inappropriate for the Property. 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. The Committee shall have sole and unfettered discretion with regard to any decision involving the above-mentioned criteria.

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, 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.

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. If construction of approved Improvements has not substantially commenced within one year of approval, then the original approval shall be void and the Owner shall resubmit all plans and specifications to the Committee.

It is the sole responsibility of the Owner to secure approval for all aspects of any proposed Improvement. Any Improvement that is constructed, erected, or placed on any Lot without approval of the Committee shall be deemed disapproved for a period of three years from the date of completion of the Improvement. In the event that an action for enforcement with respect to the disapproved Improvement is not undertaken pursuant to Section XXX of this Declaration within three years of the date of completion, then that Improvement shall be deemed approved.

The approval of plans and specifications by the Committee for any Improvement on a Lot shall not be construed in any respect as a representation or warranty by the Committee to the Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the Improvement contemplated. It is the sole responsibility of the Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any Improvement.

No prefabricated or modular buildings shall be placed on any Lot without the prior approval of the Committee.

#### IV. BUILDING LOCATION/ELEVATION

All Improvements within the Property will comply with all applicable local, state, and federal zoning guidelines and restrictions. All elevations and placement of Improvements are the sole responsibility of the Owner.

#### V. EROSION CONTROL

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 City of Viroqua and Vernon County. All streets shall be maintained free of debris and soil resulting from Owner's use and/or improvement of the property until the development is completed. Further, Owner shall be responsible for the clean up of erosion and construction debris from streets, curbs, and other project areas which result from Owner's use and/or improvement of the property. All disturbed ground areas shall be restored or sodded in as soon as

practical, but not later than the end of the landscaping season one (1) year from the start of construction. Sites shall be protected from erosion during construction by properly installed erosion fencing and/or hay bales installed according to appropriate erosion control guidelines and ordinances. No change in natural or existing drainage patterns for surface waters shall be made upon any Lot that could adversely affect another Owner.

VI. CLEAN CONSTRUCTION SITES

It is the sole obligation of the Lot Owner and house contractor to maintain his/her Lot in a neat and orderly condition at all times throughout the term of construction and thereafter. The house contractor shall provide 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 sub-contractors shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site frequently and not be permitted to accumulate. Lightweight material, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site. During the construction period, each construction site shall be kept neat and clean, and shall be properly policed to prevent it from becoming a public eyesore or affecting other Lots or any open space. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed and the general area cleaned up.

VII. LOT GRADING

The Lot Owner agrees to provide finish grading and build any improvements on the Premises in accordance with drainage plans approved by the Committee and agrees to indemnify and hold the Committee and Developer harmless from any problems created by improper grading of any Lot or Lots. Any soils excavated from a Lot and not used thereon shall be disposed of in locations as designated by the Committee and without cost to the Committee, unless specifically authorized otherwise by the Committee. No soils may be exported from any Lot without approval from the Committee.

VIII. RENTALS OR LEASES

Without the prior written consent of the Architectural Review Committee, no single-family dwelling may be rented or leased for the production of income.

IX. UNDERGROUND UTILITIES

All utility lines, conduit and wiring for electrical, gas, telephone, sewer, waterline, cable television, security and any other utility service for any portion of the Property shall be installed and maintained below ground.

X. DWELLING SIZE AND CONSTRUCTION

- A. All dwellings shall contain minimum finished area as follows:  
Ranch homes (including split foyer or raised ranch design) – 1,800 square feet  
Two story homes – 1,800 square feet (1,600 square foot minimum on main floor)  
Multi-level homes – not less than 1,600 square feet on the ground floor area  
All dwellings shall have a poured concrete foundation.

Finished space located below grade, walk-out basements, or planned future finished space will generally not count in determining finished area. Finished space located partially below grade may be counted in determining finished area for multi-level homes, at the discretion of the Committee. The judgment of the Committee shall be final.

- B. Dwellings shall have a minimum of three (3) ridge lines and a minimum of seven (7) exterior corners.

XI. EASEMENTS

All Lots shall be served to lot lines with telephone, electricity, natural gas and other utilities, easements for which are established on the Plat.

Easements are hereby expressly reserved for the creation, construction and maintenance of water drainage ditches or channels. Such water drainage easements shall be determined for each Lot by the Committee. No Owner shall alter in any way, by fill or cut, any natural or preconstructed ditch or channel or block water draining without the written consent of the Committee, nor shall any substantial cut or alteration of natural terrain other than the excavation of basements be made without the written approval of the Committee. Some Lots require culverts for water drainage. Size and placement must be approved by the City.

XII. LOT CORNERS

Owner shall promptly cause to be replaced by a licensed surveyor any Lot corner monuments which are removed or displaced during construction of Owner's Improvements. All Lot corner monuments are to remain in place and visibly marked.

XIII. ANIMALS

All Owners shall comply at all times with all applicable laws and ordinances regarding the keeping and maintenance of animals. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance. Animals shall not be tied or tethered on any Lot. No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any individual dwelling unit, except that an individual Lot may have no more than two dogs, two cats, two birds or any combination of the foregoing specific animals listed in this restriction, not exceeding the aggregate two live animals in all. These animals may not be kept, bred or maintained for any commercial purpose. Pet owners shall be responsible for removal of all pet waste. Any cage, house, fencing, enclosure or other device for the keeping of any animal shall be considered an Improvement subject to the provisions of this Declaration.

XIV. APPROVAL OF GENERAL CONTRACTOR

General Contractors shall be approved/disapproved by the Committee. General Contractors shall be licensed. The Committee's decision is sole and absolute.

XV. TRASH/WASTE/JUNK

No storage or retention of rubbish, trash, junk, garbage or other waste shall be permitted or suffered on any lot. Trash, garbage and waste may be placed, for disposal purposes only, in proper sanitary receptacles. All such containers shall be stored within garages, or sheltered from view by fencing so as not to be visible from the street or neighboring lots. No junk or unlicensed cars, trucks or other type motorized vehicles shall be allowed to be stored outdoors including but not limited to snowmobiles, motorcycles, 3 wheelers, 4 wheelers, boats, trailers or campers. Rubbish and trash shall be picked up daily and stored in a covered dumpster type container during all phases of home construction. If deemed necessary in the sole discretion of the Committee, the Committee may assess fines for violation of said restrictions.

XVI. STORAGE ON DECKS, PORCHES or YARDS

Decks, porches or patios may not have any items of personal property stored on them except for lawn or deck chairs and related furniture in a neat, clean presentable condition and barbecue equipment in safe condition and good working order and one (1) decorative deck box for purposes of storing lawn care or children's toys. The deck box shall be closed at all times when not in use. Bicycles and other sports or recreational equipment may only be stored inside of garages.

#### XVII. ANIMALS

No domestic animals, chickens or other fowl may be kept on any parcel of land, except that any property owner may keep not more than two (2) dogs and/or not more than two (2) cats. Dog Kennels shall not be allowed on lots with multi-tenant structures including but not limited to duplex, twindominiums, twinhome or townhouse. Dog kennels for single-family lots must be approved by the Committee prior to construction of the same. All dog kennels shall be surrounded with wooden fencing or other appropriate screening materials approved by the Committee in advance for each particular lot. Dog Kennels shall be allowed in the rear yard only. Dogs must be kept under voice control or on a leash or restrained within a confined area by fence or electronic means when outside the home or garage. Cats must be restrained within a confined area when outside the home or garage.

#### XVIII. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign not more than three (3) square feet advertising the property for sale, signs used by a builder to advertise the property during the construction and sales period, or a sign used by the Developer to advertise the Lots.

#### XIX. NOXIOUS PRACTICES

No noxious or offensive trade, activity or practice shall be carried on upon the Property, nor shall any trade become an annoyance or a nuisance to the other residents. Rubbish, trash, garbage, and other waste shall be kept in clean and sanitary containers. No incinerators are allowed. If deemed necessary in the sole discretion of the Committee, the Committee may assess fines for the violation of said restriction.

#### XX. NOXIOUS OR OBJECTIONABLE COLORS

Variety in colors, and multiple colors on a home are encouraged. However individual colors or color schemes that are regarded as noxious or objectionable by a majority of Owners are not permitted.

#### XXI. STORAGE OF VEHICLES AND BOATS

Motor homes, mobile homes or any vehicles not normally used by the general public for daily passenger use, trailers of any kind, boats, recreational vehicles, buses, inoperable vehicles of any type, and trucks over one ton shall not be stored or parked on any Lot or on any public street within the Property for more than 48 hours except that said items may be stored or parked within a garage. No semi-tractors and trailers shall be stored or parked on said Lots or public streets at any time except for the purpose of making deliveries or moving persons into or out of a residence. No vehicle shall be parked on any non-paved area. Outside storage is strictly prohibited. No motorbikes or motorcycles, snowmobiles or noisy vehicles shall be operated on any Lot other than to bring them to an enclosed point of storage. No vehicle shall be parked for repairs on driveways or private or public roadways. Garage doors shall remain closed except for ingress and egress.

#### XXII. OUTDOOR LIGHTING, TELEVISION DISCS AND TOWERS

A. All exterior lighting should be directed and shielded in a manner that minimizes the impact on other Lots. Exterior lighting not attached to the Improvement shall not be placed higher than eight (8) feet. One satellite dish not greater than twenty-four inches (24") in diameter may be attached to the house or mounted adjacent to the house so long as it is of a neutral color and the highest portion of the dish is lower than the nearest roof peak. No other satellite dishes, radio antenna, radio receiver, electronic tower, antennae of any kind, aerial or other similar device may be installed on any Lot unless it is contained entirely within the interior of a building and is not visible from any street or other Lot.

B. Following construction of a residence on a Lot, such Lot shall construct and maintain a front yard carriage light approved by the Committee.

XXIII. LANDSCAPING

The entire yard of each Lot shall be completely sodden or seeded, areas of the front and side yard intended as lawn must be sodden or seeded, and landscaped within forty-five (45) days from the issuance of an occupancy permit. Each Lot is required to have a minimum of six (6) inches of black dirt in all areas which are intended as lawn. Additional time to complete the landscaping may be granted by the Committee if weather conditions prevent completion within the prescribed time. All Owners shall be required to control weeds and grasses in the areas affronting their property to include the street right-of-way. All driveways, parking areas, and walkways shall be finished with concrete, concrete pavers, brick, or other approved material by the date of occupancy.

XXIV. SWIMMING POOLS

Swimming pools shall be allowed, but limited to back yards only. All pools must be enclosed by a fence with a minimum height of six feet and have a gate(s) that must be secured.

XXV. CLOTHESLINES

Clotheslines that are installed and extended in a permanent manner are not permitted. Clotheslines that can be installed or extended on a temporary basis are permitted, so long as they are promptly removed when not in use.

XXVI. SUBDIVISION OF LOTS

Further subdivision of Lots, except for Lots 15-25 to allow for twindominiums, is prohibited without the approval of the Committee.

XXVII. ROOFING

No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot. All plumbing and heating vents, stacks and other projections of any nature that are placed on the roof shall be of a color that closely matches the roofing material. No raw aluminum or galvanized material is permitted.

XXVIII. PLAY EQUIPMENT

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

XXIX. MAILBOXES

All mailboxes shall conform to the City of Viroqua's post office restrictions and guidelines pertaining to height. A copy of said restrictions and guidelines is available at that agency.

XXX. ACCESSORY BUILDINGS

No portable or metal accessory buildings, playhouses, or any structure of such kind are permitted. Accessory buildings are to be of stick frame construction only, to aesthetically blend with the dwelling. Accessory buildings are to be framed with a foundation that follows any applicable building code or law. Any such accessory buildings shall be considered an Improvement and is subject to the provisions of this Declaration. Any allowed Accessory Building must match the primary Building on the Lot.

XXXI. REMOVAL OF FILL

The Owner of any Lot agrees that any dirt or fill excavated from said Lot shall be offered to the Developer at no charge for use and disposal at any location designated by the Developer and/or Committee.

XXXII. VIOLATION OF RESTRICTIONS

These Declarations are to run with the land and they are put into effect for the mutual benefit of all the Lot owners and, if any Lot owner in the Property shall violate or attempt to violate any of the Declarations heretofore enumerated, it shall be lawful for any person or persons owning any Lot in this area to prosecute any proceeding at law or in equity against any person or persons who are violating or attempting to violate these Declarations. The persons enforcing these Declarations shall be allowed to recover monetary damages and/or injunctive relief or both.

Should the Committee determine that an Owner or the Owner's family members, guests, tenants, agents, servants, employees or invitees (the "Occupant") has violated the provisions of this Declaration, then the Committee will give written notice of such violation, with a cure period determined by the sole discretion of the Committee. It is the sole responsibility of the Owner to inform the Committee of any steps which the Owner has taken to remedy such violation. Should the Owner choose to not cure said violation, then a second notice will be issued and a 30-day grace period issued. Should the Owner neglect to take any action, then the Committee has, in its full discretion, the ability to fine an Owner in the amount of \$300.00 per year (or \$10.00 per day) for each such violation until cured. Said fine is not refundable. Notwithstanding the aforementioned, the Committee shall at its sole and absolute discretion, have the ability to seek legal action necessary to enforce these Declarations and shall be allowed to recover monetary damages and/or injunctive relief or both.

In the event there is a violation of any covenant in this declaration in favor of the City of Viroqua, the City of Viroqua may, following 30 days written notice to the Lot owner, enter the property and perform the required remedial action. The City of Viroqua may charge the cost of any necessary remedial action back to the Lot owner as a special assessment or special charge pursuant to Wis. Stat. §66.0627.

XXXIII. VARIANCES

The Committee, in its sole and absolute discretion, shall have the exclusive right to grant variances promulgated hereunder. A request for a variance shall be submitted to the Committee by the Owner in writing. No variance shall be effective unless granted by the Committee in writing. The approval of any plans and specifications under the procedures established in this Declaration shall not be presumed to grant any variance unless specifically granted under the provisions of this Declaration.

Any variance requested must also comply with all local, state, and federal zoning requirements. The Committee shall be held harmless for the granting of any variance that conflicts with local, state, or federal requirements. Owners are strongly encouraged to determine the validity or legality of a proposed variance with local government authorities prior to requesting the same from the Committee.

XXXIV. RESERVATION OF EASEMENTS

Developer does hereby establish and reserve for itself and the Committee and their respective agents, employees, successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot for the purpose of providing ingress to and egress from each Lot for (1) inspecting each Lot in order to determine compliance with the provisions of this Declaration and (b) taking any action permitted to be taken by Developer or the Committee pursuant to any of the provisions of this Declaration; provided however that upon completion and occupancy of any residence, then except in the event of emergencies, the foregoing easement shall be utilized only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant of such residence.

Developer does hereby establish and reserve for itself and the Committee and their respective agents, employees, successors and assigns, for the benefit of all Owners of any portion of the Property, a



permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot for the flow of storm water in such locations as necessary to protect the Property. No Owner shall grade, modify or obstruct any swale or drainage way so as to impede the flow of surface water from or onto other Lots. The easement established and reserved herein shall include the right to excavate, grade and fill and to otherwise take all other action reasonably necessary to establish appropriate storm water drainage patterns; provided, however, that such easement does not impose any duty or obligation upon Developer or the Committee to perform any of the foregoing actions.

#### XXXV. PARTY WALL AGREEMENT

A party wall agreement shall be required for all twin homes. All effected owners agree to be bound by the same.

#### XXXVI. SEVERABILITY

In the event any one or more of the foregoing Declarations is declared for any reason, by a court of competent jurisdiction, to be null and void, all of the remaining Declarations not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

#### XXXVII. AMENDMENT BY DEVELOPER

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

#### XXXVIII. AMENDMENT BY OWNERS

Except for amendments under section XXXIII hereof, any amendments to this Declaration shall be executed by the Owners of at least two-thirds of the Lots, shall be consented to by Developer if Developer owns any of the Lots, and shall be recorded in the office of the Register of Deeds of Vernon County.

#### XXXIX. TERM

These Declarations shall terminate April 15, 2035, unless within one year prior to said expiration, a majority of Lot owners agree to continue said restrictions for successive ten year periods. Said agreement shall be written and signed by a majority of the then owners of the Lots and recorded in the office of the Register of Deeds.

#### XL. OWNER'S RESPONSIBILITIES

It is the sole responsibility of the Owner to secure approval for all aspects of any proposed Improvement. In the event that any Improvement or aspect thereof is constructed, erected or placed on any Lot without approval of the Committee, and the Committee requests removal of said Improvement, the Owner will comply with said request promptly and restore the disturbed portion of the Lot to its condition prior to commencement of the Improvement. Any financial loss suffered under these circumstances shall be borne by the Owner alone and the Committee and Developers shall be held harmless for the same.

No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any street or on any other Lot. Each Owner shall cause all such dirt, mud, gravel and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of Improvements prior to such vehicle traveling on any street adjacent to the Property. Each Owner shall install and maintain at the Owner's cost all erosion control measures requested by the Committee or the Developer for the purpose of preventing soil material from eroding from the Owner's Lot onto adjacent Lots or the street.

Regardless of the foregoing, it shall be the Owner's responsibility to promptly clean up, repair and restore any damage caused by erosion from the Owner's Lot to adjacent Lots or the street.

The Owner shall maintain all Improvements, including but not limited to, all structures of any kind and all landscaping, in a neat, clean and sanitary condition at all times. Dead or diseased vegetation, stumps, weeds, rubbish, debris, garbage and waste material shall be promptly removed from each Lot.

**XLII. BINDING EFFECT**

The terms and conditions of this Declaration shall be binding upon each Owner or Occupant and their respective heirs, executors, administrators, personal representatives, successors and assigns and shall inure to the benefit of Developer, the Committee and all Owners and their respective heirs, executors, administrators, personal representatives, successors and assigns.

**XLIII. INTERPRETATION**

In all cases, the provision set forth and provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Developer, will best effect the intent of the general plan of development for the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective. The provisions of this Declaration shall be given full force and effect, notwithstanding the existence of any zoning or building codes which are less restrictive. The effective date of this Declaration shall be the date hereof. This Declaration shall be construed under and in accordance with the laws of the State of Wisconsin. Venue for any dispute related to this Declaration of Restrictions shall be the Circuit Court for Vernon County, Wisconsin.

**XLIV. RIGHTS OF THIRD PARTIES**

This Declaration shall be recorded for the benefit of Developer, the Committee, the Owners, the City of Viroqua and such third parties and entities as are herein or in any other document or instrument granted rights, privileges and easement in the Property, and by such recording, no other adjoining property owners or third parties shall have any right, title or interest whatsoever in the Property or its operation and continuation, in the enforcement of any of the provisions of this Declaration or the right to consent to or approve any amendment or modification to this Declaration.

**XLV. NO TRESPASS**

Whenever the Developer, the Committee and their respective agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon any Lot to take any action permitted herein, the entering thereon and the taking of such action shall not be deemed a trespass.

**XLVI. NO PARTITION**

Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

**XLVII. RESERVATION OF RIGHTS**

Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by Developer to any other party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer.

**XLVIII. STANDARDS FOR REVIEW**

Whenever in this Declaration Developer or the Committee has the right to approve, consent to or require any action be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer or the Committee, as the case may be.

XLVIII. ORAL STATEMENTS

This document represents the entire Declaration of Restrictions. Oral statements or representations by Developer, the Committee, or any of their respective employees, agents, representatives, successors or assigns shall not be binding on Developer or the Committee.

XLIX. BEAUTIFICATION.

All Owners will be required to comply with the Committee's beautification plan regarding planting certain trees and providing minimum landscaping on each Lot. Said plan shall be provided to Owners at a later date and Owners agree now to be bound by those terms.

L. NOTICES

Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing or, if no such address has been so designated, at the address of such Owner's respective Lot. All notice to the Committee shall be delivered or sent in care of Developer to Crossing Meadows Development Corporation, 44892 Dull Road, Soldiers Grove, Wisconsin 54655, or to such other address as the Committee may from time to time specify in a notice to the Owners. All notices to Developer shall be sent or delivered to Developer at the above address or to such other address as Developer shall specify.

LI. NON-LIABILITY

A. The Architectural and Environmental Control Committee. Neither the Committee, nor any member thereof, shall be liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of (i) the development or manner of development of any property within the Addition; or (ii) 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. The Architectural and Environmental Control Committee and Developer. Neither the Committee, Developer 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 specifications. 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 Developer, 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.

LII. ASSIGNMENT

Developer and the Committee shall each have the right to assign any and all of the rights, powers, reservations and duties contained herein to any person or entity who shall thereupon have the same rights, powers, reservations and duties as Developer and the Committee, respectively.

LIII. NO WAIVER

All rights, remedies and privileges granted to Developer and the Committee pursuant to the terms and provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same, or any other party, from pursuing such other additional rights, remedies and privileges as may be available to such party at law or in equity. The failure at any time to

enforce any covenant, condition, or restriction set forth herein shall in no event be deemed a waiver of the right to enforce such covenant, condition or restriction.

IN WITNESS THEREOF, Developer has caused this Declaration to be duly executed as of this \_\_\_\_ day of April, 2016.

CROSSING MEADOWS  
DEVELOPMENT CORPORATION,  
a Wisconsin corporation

By: \_\_\_\_\_  
Marvin Hansen

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF VERNON     )

Personally came before me this \_\_\_\_ day of April, 2016, the above named Marvin Hansen, President, of Crossing Meadows Development Corporation, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_.

**NO HOME CONSTRUCTION OF ANY KIND SHALL COMMENCE UNTIL SUCH TIME AS THESE COVENANTS/RESTRICTIONS ARE SIGNED BY THE DESIGNATED LOT/HOME OWNER(S) IN THE PRESENCE OF A NOTARY PUBLIC.**

THIS DOCUMENT DRAFTED BY:  
Amanda Halderson Jackson  
O’Flaherty Heim Egan Ltd.  
201 Main Street, 10<sup>th</sup> Floor  
P. O. Box 1147

La Crosse, WI 54602-1147

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