

**DECLARATION OF
"RESTRICTIVE COVENANTS"
FOR
"THE SHELLY MILLER ADDITION"
BANGOR, WISCONSIN**

The Declaration of Restrictive Covenants herein shall be the "Covenants" running with the land as provided by law and shall be binding on all parties and all persons claiming under them in "THE SHELLY MILLER ADDITION" to the VILLAGE of BANGOR (hereafter referred to as "Village") and B & B Development II, LLC (hereafter referred to as "Developer") LA CROSSE COUNTY, WISCONSIN. These covenants apply to 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 and 31. Developer, for the betterment of the community, reserves the right to AMEND THESE COVENANTS AT ANY TIME WITHOUT NOTICE so long as Developer owns ANY lots in this addition.

I. Land Use and Building Type

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12 and 13 shall be limited to one single family home per lot with an attached garage. Lot 10 may be purchased by the Village on or before July 1st, 2019 for 30,000.00. If the Village purchases lot 10, at any time for any reason thereafter, the Village chooses not to use this lot for a park, Developer will have a 60 day option to repurchase this lot for 30,000.00 after receiving written notice from the Village. If Developer fails to exercise its option, the Village may use or dispose of lot 10 at will. Lot 10 will be used for a park or a single family home site. Lots 14, 15, 16 17, 26, 27, 28, 29, 30 and 31 shall be used for single family or duplexes. Lots 18, 19, 20, 21, 22, 23, 24 and 25 shall be used for "0 Lot Line" or single family homes. Lot 32 will be used for apartments. All homes, duplexes and apartments must comply with Village, County and State building codes and ordinances along with these "Restrictive Covenants".

II. APPROVALS

No construction shall begin until "Exhibit A" attached is completed, provided to the developer for review and acted upon. After the Developer no longer owns any lots in this addition, Developer will appoint three lot owners in this addition to serve on the "Architectural Review Committee "(ARC)" to review "Exhibit A" and enforce these covenants. Considerations will be given to the harmony of the external design and location with respect to exterior property lines and views that may be affected. It is also the intention of this provision to preserve the natural grade and terrain and general appearance of the area insofar as possible and to eliminate any excessive cut or fill in order to perpetuate and exemplify the natural beauty of the area for the benefit of all lot owners.

III. Dwelling Size

No dwelling shall be permitted that does not meet the following minimum requirements. The main floor living area of a single family ranch style home shall not be less than 1200 square feet and a multi-level home shall not be less than 900 square feet per level above grade excluding porches, patio's, decks and garages per unit. Duplexes shall not have less than 850 square feet on the first floor ranch style or 800 square feet if multi-level above grade. ATTENTION TO EXTERIOR DETAIL of the home or duplex is required so as to create an attractive appearance.

IV. Easements & Utilities

All lots are served with City sewer and water, telephone, electricity, natural gas, and cable TV to the lot line. Utility easements, which are established on the plat, shall provide for the installation and maintenance of the utilities by the respective utility companies. No property owner shall alter in any way, by fill or cut, any natural or pre-constructed drainage ditch, channel or block water drainage easements without the express written consent of the DEVELOPER, ARC or Village.

V. Signs and Mailboxes

No sign of any kind shall be displayed to the public view on any parcel of land except one professional sign that complies with Village sign ordinances advertising a property for sale. Developer shall install cluster mailboxes and occupying owners or tenants will be responsible for maintenance and upkeep of these mailboxes. Developer and vacant lot owners will not be charged for maintenance (i.e. snow removal) or upkeep of these mail boxes.

VI. Garbage and Refuse Disposal

No parcel of land shall be used for dumping garbage, grass clippings, brush or other waste. Such waste shall be kept in clean and sanitary containers for proper disposal. No incinerators or burning barrels shall be allowed. Garbage cans shall be made of "RUBBER TYPE" material to minimize unnecessary noise.

VII. Previously Erected Buildings

No building previously built elsewhere shall be moved into this Addition nor will any basement homes or other type of non-traditional homes be permitted. It is the sole discretion of the DEVELOPER, ARC or Village to accept or reject any home or addition plans that may, in the view of the DEVELOPER, ARC or Village, detract from the appearance of this addition that may then be declined.

VIII. Outbuildings and Gardens

No outdoor patios or outbuildings will be allowed including but not limited to storage, garden sheds, containers, temporary tent/garages, dog houses nor any other type of temporary or permanent improvement unless a written approval by the Developer or ARC has been granted. Gardens will be permitted but may not exceed an area of more than ten feet by twenty feet. Location of the garden area is to be approved by the Developer or ARC.

IX. Construction Period

There is no time requirement to begin construction after purchasing a lot. Lot owner is responsible to maintain the vacant lot by mowing the vegetation as needed with growth not to exceed six inches. Also, this lot is not to be used for any type of storage, temporary or extended time prior to construction. Once construction has begun, contractor/owner has four months to complete the exterior including all siding, roofing and landscaping needs to be completed immediately as weather permits including sidewalks and driveways. The exterior of the site shall be cleaned daily and kept free of construction debris at all times. Any damage to the blacktop street committed by a lot owner, contractor, subcontractor or supplier is the financial responsibility of the lot owner to repair according to Village specifications and satisfaction. Owner is required to designate an approach to the building site by placing 6" X 6" or similar material at the curb flow line so as to protect the street's edges and curb from being damaged.

DO NOT UNLOAD EQUIPMENT IN THE STREET, UNLOAD THE EQUIPMENT BEHIND THE CURB ON THE LOT TO AVOID BLACKTOP OR CURB DAMAGE.

X. Exterior Storage

Including but not limited to, motor homes, trailers, campers, boats, ATV's, snowmobiles, buses, motorcycles, unlicensed vehicles or ANY other item or object shall not be parked on the driveway, yard or stored anywhere on the exterior of the property within the addition for more than five days.

XI. Temporary Residences

No trailer, RV, camper, basement, tent, shack, garage, barn, or any other shelter type building(s) shall be erected or moved on to this property and be used as a temporary or permanent residence or storage facility except and the plans approved by the Developer or ARC per EXHIBIT A.

XII. Television, Dishes, and Towers

Towers or antennas are prohibited anywhere on the exterior of the home or garage. Mini-Dishes are permitted so long as they are located out of view from the street best as possible.

XIII. Landscaping, Sidewalks and Driveways

LOT OWNERS ARE REQUIRED TO INSTALL SIDEWALKS PER VILLAGE SPECIFICATIONS WITHIN SIXTY DAYS AFTER HOME IS COMPLETED OR BY JULY 1ST 2023 WHICH EVER COMES FIRST.

The building site shall be completely sodded on the front and both sides of the home, sodded or mulched and seeded for the back yard for ground stabilization as soon as possible so as to eliminate erosion problems. Silt fences must be maintained until vegetation growth has been established. Every home owner is required to plant at least two trees in front of their home with at least a 2 inch calipers and a compliment of plantings across the front of the home and garage within twelve months after taking possession of their property.

XIV. Fencing

The DEVELOPER or ARC must approve any and all fences of which will be discouraged and require substantial justification for approval. Consideration will only be given to written requests with detailed drawings to scale.

XV. Swimming Pools

Outdoor swimming pools will be considered by the DEVELOPER or ARC. Application must include a scaled drawing, details of the pool, and signed by the owner(s) along with a complete set of plans showing all elevations, location and fencing. Village approval is also required.

XVI. Home Owners Association Membership

All lot owners will be bound by these covenants and enforced by the "Architectural Control Committee" (ARC) after the Developer no longer owns any lots in this addition. After the Developer has sold ALL parcels, the Developer will appoint three property owners to the ARC. A majority of the ARC may designate a representative to fill a vacancy in the event of death, resignation or termination of any ARC member. The members of the Board, nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. A board member may be terminated by majority vote of the ARC. Term of service will alternate annually, one on - another off.

XVII. Term

Any covenant herein may be changed or amended with a meeting notice 30 days in advance. 75% of the lot owners must be present and a 75% majority vote is required to pass any changes and only after the Developer no longer owns any parcels in this Addition. Each lot shall count as one vote. These covenants shall expire on December 31, 2100.

XVIII. Severability

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

XIX. Violation of Restrictions

These restrictive covenants are to run with the land and intended for the mutual benefit of all landowners. It shall be lawful for any person or persons owning lot(s) in this addition to prosecute or initiate legal proceedings against another person or persons who are violating or attempting to violate these restrictive covenants but only after the ARC has not been successful in curing a default or violation. The members enforcing these restrictive covenants shall be allowed to recover monetary damages and/or injunctive relief or both. Members of the "ARC" will be held harmless from their efforts to enforce these "Restrictive Covenants".

XX. Noxious Practices

No noxious or offensive trade including but not limited to vehicle repair in the driveway or other activity or practice shall be carried out on the property, nor shall any activity or trade become an annoyance or nuisance to other residents. All complaints must be in writing and delivered to the Developer or ARC prior to any investigative proceedings or action taken.

XXI. Animals

Owner(s) may not keep more than two dogs and/or two cats. Pets of an aggressive nature are discouraged. When walking your pet, please respect other owner's property. The Developer or ARC will not allow external dog kennels. Any disturbance caused by a pet may be reported to the Developer, ARC or Village. Corrective action will be taken if three complaints of the same nature have been filed with the Developer, ARC or Village against the same owner(s).

Other pets will need ARC approval. "Registered" service or therapy animals must be accepted per law.

XXII. Objective

Objective of "THE SHELLY MILLER ADDITION" is to promote a safe, diverse, affordable and healthy residential subdivision preserving the quality of life for the Village of Bangor with all the natural beauty this area has to offer for all to enjoy.

XXIII. Storage of Firewood

If a home owner chooses to possess firewood, no firewood shall be stored anywhere around the exterior of the home. It is required that all firewood be stored in the garage or basement.

Dated this _____th Day of _____, 2019

B & B LAND DEVELOPMENT II, LLC.

Justin K. Birdd, Member

Richard D. Barbour, Member

State of Wisconsin;

County of La Crosse;

Personally came before me on _____,

The above named Justin K. Birdd and Richard D. Barbour

**Known to be the persons who executed the foregoing instrument and
acknowledged the same.**

_____ **Sign**

_____ **Print**

Notary Public, State of Wisconsin

My commission (is permanent) (expires: _____)

This Document was drafted by: Richard D. Barbour

Exhibit "A"

_____ **Addition**

Lot # _____
Exterior Specifications

***Please submit TWO complete sets of prints with SITE PLAN, ALL EXTERIOR ELEVATIONS AND COLORS, EXTERIOR LIGHTING, AND LANDSCAPING.**

Shingles: (sample) Manufacturer: _____

Style: _____

Color: _____

Siding: (sample) manufacturer: _____

Style: _____

Color: _____

Corners: Color: _____

Entry Door: Color: _____

Overhead Door: Color: _____

Brick: (sample) Style: _____

Stone: (sample) Style: _____

Soffit/Facia: Type: _____

Color: _____

Gutters: Color: _____

Exterior Windows: Color: _____

Submitted: ____ / ____ / ____

Date: _____
Owner(s)

Date: _____
Owner(s)

Date: _____
"Arc" Member

Date: _____
"Arc" Member

Date: _____
"Arc" Member