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ECOLA, LLC
SINGLE FAMILY RESIDENTIAL
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 10 day of April, 2002, by ECOLA, LLC, the undersigned owner ("Owner").

WITNESSETH:

WHEREAS, Owner wishes to subject the real property described in said paragraph 1 to the covenants and restrictions hereinafter set forth for the benefit of the property as a whole and for the benefit of each owner of any part thereof;

NOW, THEREFORE, Owner hereby declares that the real property described in paragraph 1 shall be used, held, transferred, sold and conveyed subject to the covenants, conditions, restrictions and reservations hereinafter set forth, which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind all successors in interest, and any owner thereof.

1. Property Subject To This Declaration. The property described on the schedule attached hereto (referred to herein as "the property" or "the lots") shall be subject to this Declaration.

Lots 1 through 9, Tower Ridge First Addition
 Part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4);
 Part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of
 Section Twenty-five (25), Township Twenty-eight (28) North, Range Thirteen
 (13) West, All in the CITY OF MENOMONIE, Dunn County, Wisconsin, also
 described as follows:
 Beginning at the South 1/4 corner of said Section Twenty-five (25)
 Thence N 01°23'10" E, 11402.58 feet;
 Thence S 87°53'30" E, 25.01 feet;
 Thence S 87°54'29" E, 284.67 feet;
 Thence S 89°50'39" E, 174.45 feet;
 Thence 374.03 feet along the arc of a curve to the left, having a radius of 2284.48
 feet, a central angle of 09°03'16" and a 346.70 foot chord which bears S,
 02°45'02" E; 200.00 feet;
 Thence N 89°43'50" W, 401.92 feet;
 Thence N 68°42'19" W, 175.32 feet;
 Thence N 68°42'19" W 175.32 feet;
 Thence N 67°29'03" E 68.70 feet;
 Thence N 00°16'10" E 266.21 feet to the point of beginning.
 Containing 173,310 square feet (3.98 acres), more or less.

479969

DUNN COUNTY
 REGISTER OF DEEDS
 JAMES N. NRDUTT
 RECORDED ON

04-10-2002 02:40 PM

1

Return
 TO: ECOLA, LLC pd 17.00
 49627 33041.00
 Menomonie WI 54751

REC FEE: 17.00
 TRANS FEE:
 FEE EXEMPT #:
 PAGES: 4

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2. General Purpose. The purpose of this Declaration is to insure the best use and most appropriate development and improvement of the property; to protect owners of lots against uses of surrounding building sites which detract from the residential value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed, built or proportioned structures; to obtain harmonious use of material and color schemes; and in general to provide adequately for high quality of improvement on said property and thereby to preserve and enhance the value of investments made by purchasers of lots.

3. Land Use. No lot shall be used except for residential purposes; and no buildings shall be erected, altered, placed or permitted to remain on any lot other than one limited multiple family dwelling, unless the land is rezoned by City, and an attached private garage having a capacity of at least one (1) and no more than three (3) vehicles per living unit.

4. Mobile Homes. No trailer, mobile home or double-wide or other modular home shall be placed on any lot either as real estate nor as personal property. Travel trailers and recreational vehicles shall not be stored on any lot. No house may be moved on to any lot.

5. Camping. No camping shall be permitted on any lot.

6. Completion of Construction Work. All building exteriors, including exterior color and landscaping, shall be completed within ten (10) months from the date construction begins.

7. Minimum Square Footage. Single-story homes shall have a minimum of 1100 square feet on the main level exclusive of any attached garage. Two-story homes shall have no less than a total of 1300 square feet on the main and second-story levels, exclusive of any attached garage.

8. Pets. No livestock, poultry or animals of any kind shall be kept, bred or maintained on any lot except the usual family household pets, and all family household pets shall be so kept and maintained as not to become an annoyance or nuisance to other residents in the development by reason of movement, noise or odor. No more than two (2) dogs, (2) cats or other family household pets may be kept on a lot.

9. Temporary Structures. No temporary structure, mobile home, trailer, basement, shack, garage, barn, or outbuilding shall be permitted to remain or be used on any lot except job trailers and construction trailers are allowed during construction of new residences.

10. Signs. No professional sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs up to 32 square feet used by a builder to advertise the property during the construction and sales period.

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11. Outlot. Any lot designated on the plat as an outlot is hereby restricted to conveyance or transfer to an owner of an adjoining lot.

12. Subdivision of Lots. No lot may be further subdivided except for the purpose of adding a fractional part of a resubdivided lot to an adjoining lot or lots. Resubdivision to permit the creation of an additional building site is not permitted.

13. Nuisances. No noxious or offensive activity shall be carried on upon any lot or portion of a lot nor anything done on any lot which may be or may become a nuisance to neighbors or the neighborhood.

14. Parking of Vehicles. No boat, trailer, truck, snowmobile, all-terrain vehicle, motor home, heavy equipment or similar vehicle may be parked on any lot outside the garage other than for delivery purposes or construction purposes.

15. Driveways. To minimize dust and to enhance the appearance of the property, driveways shall, within one year after completion of construction of the building, be surfaced with concrete or blacktop or other material of a similar nature providing a stable and dust-free surface. Driveways shall not be used for the repair of vehicles where such repair extends for a cumulative period of five (5) days.

16. Swimming Pools. No portion of a swimming pool or adjoined enclosed area shall be constructed or maintained nearer to the front street line than the rear foundation of the building.

17. Architectural Control. No building or other permanent structure shall be erected, placed, or altered on any lot until a plan showing the location of the structure has been approved by the Land Use and Building Design Committee. Further, the design and material used for decorative and/or privacy fences shall be approved prior to construction, installation or repair. The Committee shall consist of three persons, two of whom shall be members of ECOLA, LLC. The initial Committee shall consist of Kevin Jack, Sandra Jack and Dr. C. Thomas Dow.

18. Construction Material Requirements. Andersen Windows, Inc. windows and patio doors with High Performance glazing, supplied by United Building Center and the Radford Company shall be used exclusively in this subdivision. Further, Andersen Windows, Inc. accessories must be used where applicable, including grilles, screens, extension jambs and hardware. This paragraph and its requirements shall expire December 31, 2003.

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19. Approval Procedure. The Land Use and Building Design Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 15 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required.

20. Duration of Covenants and Restrictions. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner, their respective heirs, successors and assigns for a term of 25 years from the date this declaration is recorded. After the expiration of said 25 year term, the covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by the then Owner of two-thirds (2/3) of the lots has been recorded, agreeing to terminate or modify the covenants and restrictions.

21. Enforcement. Enforcement of the covenants and restrictions of this declaration shall be by a proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction to restrain violation or to recover damages, or both.

22. Severability. Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned Owner has caused this Declaration of Covenants and Restrictions to be executed the day and year first above written.

ECOLA, LLC.

By: K. G. Jark
MEMBER ECOLA, LLC.

Subscribed and sworn to before me this
10th day of April, 2002.
James M. Mudgett
Notary Public, State of Wisconsin
My commission expires 1-6-2003.

Drafted By:

John K. Higley
Schofield & Higley, S.C.
700 Wolske Bay Rd., #100
Menomonie, WI 54751