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**DECLARATION OF  
COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
WILLOW HEIGHTS**

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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions is made the date hereafter stated, by ALT INVESTMENTS, LLC, a Wisconsin limited liability company ("Developer").

Developer is the owner of the Property, and desires to own, develop, improve and sell the Property for single family detached residential housing purposes, subject to certain easements, covenants, conditions, restrictions, requirements and obligations in order to protect the value and desirability of the Property and to have a flexible and reasonable method for the administration and maintenance of the Property.

NOW, THEREFORE, Developer does hereby declare that all of that certain real property situated in La Crosse County, Wisconsin, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference, shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to the following easements, covenants, conditions, restrictions, charges, liens and regulations, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Property described on Exhibit A attached hereto, and their successors and assigns.

**1. DEFINITIONS**

As used throughout this Declaration, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

1.1 ARC. The term or letters "ARC" shall mean the Architectural Review Committee appointed pursuant to Section 4.2 hereof with the rights and obligations conferred upon such Architectural Review Committee pursuant to this Declaration.

1.2 Architectural Standards. The term "Architectural Standards" shall mean the standards prepared, issued and amended from time to time by the ARC pursuant to Section 4.4 below for the purpose of reviewing and approving all exterior improvements, landscaping and any other improvements which may be made to any Lot or Dwelling.

1.3. Declaration. The term "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and all amendments thereto.

1.4 Developer. The term "Developer" shall mean ALT INVESTMENTS, LLC, a Wisconsin limited liability company, its successors and assigns.

1.5 Development. The term "Development" shall mean and refer to the property and all Improvements thereon.

1.6 **Dwelling**. The term "Dwelling" shall mean and refer to any improved Lot intended for use as a single family detached residence.

1.7 **Governmental Authority**. The term "Governmental Authority" shall mean any and all city, county, town, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Development.

1.8 **Improvement**. The term "Improvement" shall mean and refer to any building, structure or device construed, erected or placed upon any Lot which in any way affects the exterior appearance of any Lot or Dwelling. Improvements shall include, by way of illustration and not limitation, buildings, sheds, foundations, covered patios, underground utilities, roads, driveways, walkways, paving, curbing, parking areas, trees, shrubbery, landscaping, fences, screening, walls, signs and any other artificial or man made changes or alterations to the natural condition of any Lot or Dwelling.

1.9 **Lot**. The term "Lot" shall mean and refer to any unimproved portion of the Property upon which it is intended that a residence be constructed thereon. Upon the recording of any subdivision plat for any portion of the Property, each lot indicated thereon shall be deemed a Lot for purposes of this Declaration. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such Lot and the Improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration. In the event any Lot is re-subdivided by Developer pursuant to the provisions of Section 2.7 hereof, the re-subdivided lots shall constitute the number of Lots which remain after such division or combination of Lots.

1.10 **Occupant**. The term "Occupant" shall mean and include any Owner, the family members, guests, tenants, agents, employees and invitees of any Owner and their respective family members, guests, tenants, agents, employees, invitees and any other person who occupies or uses any Dwelling within the Development. All actions or omissions of any Occupant are and shall be deemed the action or omission of the Owner of such Dwelling.

1.11 **Owner**. The term "Owner" shall mean and refer to the record owner, including Developer, of fee simple title to any Lot or Dwelling, whether a corporation, partnership, proprietorship, association or other entity of any nature, including natural persons, but shall not include (a) any Mortgagee unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot or Dwelling at the foreclosure sale held with respect to the foreclosure of such Mortgage, or (b) any lessee, purchaser of a Lot or Dwelling under a contract of purchase which has not closed, or a vendor under an installment or other agreement of sale. Owner shall include a land contract purchaser.

1.12 **Property**. The term "Property," with an initial capital letter, shall mean and refer to that certain real property situated in La Crosse County, Wisconsin, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

## 2. PROPERTY SUBJECT TO THE DECLARATION

2.1 General Declaration. Developer hereby declares that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of the Declaration and the Property, any part thereof and each Lot or Dwelling thereof shall be held, owned, sold, transferred, conveyed, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to the terms of this Declaration, which easements, covenants, conditions, restrictions, liens and regulations shall run with the title to the Property and shall be binding upon and inure to the benefit of Developer and upon all Owners and Occupants of the Property and any Lot or Dwelling. This Declaration shall not apply to or affect any other real property owned by Developer unless the same is subjected specifically by written instrument to this Declaration.

2.2 Right of Developer to Modify Restrictions With Respect to Lots Owned by Developer. With respect to any Lot owned by Developer, Developer may, by deed, contract or other instrument filed of record in the office of the Register of Deeds for La Crosse County, Wisconsin, modify the provisions of this Declaration as the same may apply to any such Lot owned by Developer.

2.3 Mutuality of Benefit and Obligation. The provisions of this Declaration are made (a) for the mutual and reciprocal benefit of each Lot or Dwelling within the Property and are intended to create mutual, equitable servitude upon and in favor of each Lot or Dwelling, (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lot or Dwelling within the Development, and (c) to create a privity of contract and estate between the Owners, their respective heirs, successors and assigns.

2.4 Development of Property. Developer shall have the right, but not the obligation, for so long as Developer owns any Lot or Dwelling in the Development, to make improvements and changes to all Lots or Dwellings owned by Developer, including, without limitation, (a) changes in the location of the boundaries of any Lots or Dwellings owned by Developer, and (b) changes in the boundaries between the Property and any additional property owned by Developer.

2.5 Subdivision Plat. Developer reserves the right to record, modify, amend, revise and otherwise add to, at any time and from time to time, a subdivision plat, whether recorded prior to or subsequent to the date of recording of this Declaration, setting forth such information as Developer may deem necessary with regard to the Development, including, without limitation, the locations and dimensions of all Lots or Dwellings, Additional Property, public or private roads, utility systems, drainage systems, utility easements, drainage easements, landscape easements, access easements, set-back line restrictions, retention ponds and drainage basins. Any such subdivision plats or any amendments thereto shall be binding on the portions of the Property indicated thereon as if such subdivision plat were specifically incorporated into the Declaration. Notwithstanding anything provided to the contrary in this Declaration, Developer may at

any time or from time to time divide and re-divide, combine and re-subdivide any Lots owned by Developer, subject, however, to applicable municipal regulation thereof.

### 3. EASEMENTS

3.1 Reservation of General Access Easement. Developer does hereby establish and reserve for itself, the ARC and their respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot or Dwelling for the purpose of providing ingress to and egress from each Lot or Dwelling for (a) inspecting each Lot or Dwelling and any Improvements thereon in order to determine compliance with the provisions of the Declaration, and (b) the performance of the respective duties of Developer and the ARC hereunder, including, without limitation, taking any action required or permitted to be taken by Developer or the ARC pursuant to any of the terms or provisions of this Declaration; provided, however, that upon completion and occupancy of any Dwelling, 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 of Occupant of such Lot or Dwelling directly affected thereby.

3.2 Reservation of Easement for Utilities. Developer does hereby establish and reserve for itself and its respective successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon all portions of all Lots or Dwellings which are reasonably necessary for the purpose of installing, erecting, replacing, relocating, maintaining and operating master television and/or cable systems, security and similar systems and all utilities necessary or convenient for the use of any portion of the Development, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, drainage systems, retention ponds, basins and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances necessary or otherwise reasonably required in order to provide any utility service to any portion of the Development. The easements established and reserved herein shall include the right to cut and remove trees, undergrowth and shrubbery, to grade, excavate or fill and to otherwise take all other action reasonably necessary to provide economical and safe installation, maintenance, repair, operation and replacement of all such utility services and the systems, equipment and machinery used to provide the same. Any utility company or other supplier or provider of any utility services which may utilize any of the easements and rights reserved and established pursuant to this Section 3.2 shall repair any damage caused by such utility company or other supplier or provider of such utility service during the exercise of any rights established and reserved herein to the same general condition which existed prior to the utilization of the easement to the extent practicable.

3.3 Reservation of Maintenance Easement. Developer does hereby establish and reserve for itself and the ARC and their respective agents, employees, successors and assigns, a permanent and perpetual right and easement to enter upon any Lot or Dwelling for the purposes of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash so as to maintain superior



standards of health, fire safety and appearance within the Development; provided, however, that such easement shall not impose any duty or obligation upon Developer or the ARC to perform any of the foregoing actions.

3.4 Reservation of Environmental Easement. Developer does hereby establish and reserve for itself and the ARC, and their respective agents, employees, successors and assigns, a permanent and perpetual right and easement on, over, across and upon all Lots and all unimproved portions of any Dwellings for the purpose of taking any action necessary to effect compliance with the Architectural Standards or any watershed, soil erosion or environmental rules, regulations and procedures from time to time promulgated or instituted by any Governmental Authorities or the ARC. The easement and right established and reserved herein shall include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water and the right to take any other action which may be required in order to satisfy the requirements of the Architectural Standards or any Governmental Authorities; provided, however, that such easement shall not impose any duty or obligation upon Developer or the ARC to perform any of the foregoing actions.

#### 4 ARCHITECTURAL REVIEW COMMITTEE, DEVELOPMENT AND ARCHITECTURAL STANDARDS

4.1 Committee Composition. The purpose of the ARC shall be to administer and enforce the use and developmental restrictions for all construction within the Development while encouraging creativity of architectural and landscape design. The ARC shall consist of three (3) persons, each of whom shall be appointed or elected as provided in Section 4.2 below, except until such time as the Developer does not have authority to appoint and remove ARC members, as provided in Section 4.2.2 below, the ARC shall consist of one (1), two (2) or three (3) persons as the Developer in its sole discretion may determine. The members of the ARC may, but shall not be required to be, Owners of a Lot or Dwelling. The regular term of office for member of the ARC shall be one (1) year, two (2) years and three (3) years. At the time of appointment or election, the length of term shall be designated by the appointing entity or electors, whichever is applicable. Any member appointed or elected as provided in Section 4.2 below may be removed with or without cause in the manner provided in Section 4.2 below. Each Owner, by acceptance of a deed to or other conveyance to a Lot or Dwelling, shall be deemed to ratify and agree to the provisions of Section 4.2 below.

#### 4.2 Appointment and Removal of ARC Members.

4.2.1 Until the Developer does not own any of the Lots or Dwellings within the Development, Developer shall have the sole and exclusive right to appoint and remove all of the members of the ARC.

4.2.2 After the Developer does not own any of the Lots or Dwellings within the Development or, upon Developer's written notice to each Owner that it no longer desires to exercise the right to appoint and remove members of the ARC as provided in

Section 4.2.1 above, it shall appoint or reappoint all members of the ARC for the said staggered term with the terms to commence as of the date of appointment.

4.2.3 Any member of the ARC may be removed, with or without cause, by Developer, in its sole discretion, until such time as the Developer is the Owner of none of the Lots or Dwellings within the Development, or the Developer has given the written notice provided in Section 4.2.2 above. Any member of the ARC may be removed by the Owners for failure to act in the best interests of the Development, by majority vote of Owners present in person or by proxy, at a meeting of Owners called by written notice of at least twenty (20) days for this purpose, in the event Developer is the Owner of none of the Lots or Dwellings within the Development or the Developer has given the written notice provided in Section 4.2.2 above. In the event of death or resignation of a member of the ARC, then the Developer, in the event the provisions of Section 4.2.1 above are applicable, or the remaining members or member of the ARC, in the event the provisions of Section 4.2.2 above are applicable, as the case may be, shall appoint a substitute member or members of the ARC to fill the vacancy of such deceased or resigning member or members for the remainder of the term of such former member or members.

4.2.4 At the expiration of the term for a member of the ARC, the remaining members of the ARC shall appoint the member of the ARC for the term to be filled.

4.2.5 The Owners may remove and replace, or elect if the ARC does not appoint any or all of the ARC members at such time as the Developer owns none of the Lots or Dwellings within the Development or the Developer has given the written notice provided in Section 4.2.2 above. The removal and replacement, or election as above provided, shall be by a majority vote of the Owners present, in person or by proxy, at a meeting of Owners called by written notice of this purpose.

4.3 Procedure and Meetings. The ARC shall elect a chairman and vice chairman. The chairman, or in his absence, the vice chairman, shall be the presiding officer at all meetings of the ARC, except until such time as the developer does not have authority to approve and remove ARC members, as provided in Section 4.2.2 above, the Developer shall appoint the chairman, and the vice chairman, if the ARC consists of more than one (1) member. The ARC shall meet on a regular basis as well as upon call of the chairman or vice chairman, and all such meetings shall be held at such places as may be designated by the chairman or vice chairman. A majority of the total number of members of the ARC shall constitute a quorum of the ARC for the transaction of business and the affirmative vote of a majority of those present in person or by proxy at a meeting of the ARC shall constitute the action of the ARC on any matter which comes before it. The ARC is authorized to retain the services of consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys in order to advise and assist the ARC in performing its functions set forth herein. Each member of the ARC may be paid a reasonable stipend or honorarium as may from time to time be determined by the said ARC and shall otherwise be entitled to a reimbursement of expenses incurred on behalf of the ARC, subject to the approval of such expenses by the said ARC. The ARC shall have the right from time to time to adopt and establish such rules and regulations as may

be determined to be necessary concerning the procedure, notice of meetings and all other matters concerning the conduct of the business of the ARC.

**4.4 Architectural Standards.** The ARC is hereby authorized to promulgate and amend or modify from time to time written Architectural Standards governing policies, guidelines and minimum requirements to be satisfied with respect to the construction, location, drainage, grading, landscaping and design of all improvements on any Lot or Dwelling, the content and manner in which plans and specifications and other documentation and information concerning the construction of any Dwelling or other Improvements on a Lot are to be submitted to and approved by the ARC, the ARC approval of contractors and subcontractors as required by Section 5.2.2, and any other matters affecting the construction, repair or maintenance of any improvements on any Lot or Dwelling. The Architectural Standards adopted by the ARC shall be in addition to the provisions and requirements set forth in this Declaration and shall be binding upon and enforceable against all Owners.

**4.5 Approval of Plans and Specifications.**

**4.5.1** In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the Development, to establish and preserve a harmonious design for the Development and to protect and promote the value of the Property, the Lots, the Dwellings and all improvements thereon, no improvements of any nature, other than nominal improvements as defined by the ARC under rules promulgated pursuant to Section 4.4 above, shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot or Dwelling by any Owner which affect the exterior appearance of any Lot or Dwelling unless plans and specifications therefor have been submitted to and approved by the ARC in accordance with the terms and provisions of Section 4.5.2 below. Without limiting the foregoing, the construction and installation of any structures, sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servant's quarters, garages or any other outbuildings, shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any improvement, unless the plans and specifications for the same have been submitted to and approved by the ARC in accordance with the terms and provisions of Section 4.5.2 below.

**4.5.2** The ARC is hereby authorized and empowered to approve all plans and specifications and the construction of all structures and other improvements, including landscape design and plantings, on any part of the Property. Prior to commencement of any improvements on any Lot or Dwelling, the Owner thereof shall submit to the ARC plans and specifications and related data for all such improvements, which shall include the following:

**4.5.2.1** Two (2) copies of an accurately drawn and dimensioned site development plan indicating the location and identification of, but not limited to, the following: easements, trees and shrubs over three (3) feet tall, existing contours,

proposed contours, adjacent structures and all improvements, including, specifically, the structures to be constructed on said Lot, the location of the driveways, walkways, decks, terraces and patios and the relationship of the same to any set-back requirements applicable to the Lot or Dwelling.

4.5.2.2 Two (2) copies of a foundation plan, floor plans and exterior elevation drawings of the front, back and sides of the structures to be constructed on the Lot.

4.5.2.3 Two (2) copies of written specifications and, if required by the ARC, samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the structures on such Lot or any other Improvements thereto, including, without limitation, the type and color of all brick, stone, mortar, stucco, roofing and other materials to be utilized on the exterior of a structure and the color of paint or stain to be used on all doors, shutters, trim work, coves and cornices on the exterior of such structure.

4.5.2.4 Two (2) copies of the lighting plan, including specifications, for any exterior lighting to be utilized with respect to such Lot or Dwelling. All exterior lighting shall be designed and installed in such a manner as to eliminate or minimize glare and the visibility of the lighting from the road and any neighboring lots. No open bulbs or fixtures shall be allowed and all lights shall be shaded or have lenses designed to cast light downward on the site.

4.5.2.5 Two (2) copies of a detailed site/landscape plan shall be prepared by a landscape professional and indicate the location of all significant trees or shrubs within the lot boundary in relation to the proposed building footprint, including structures, driveways, walks and grade level patios and decks. A significant tree is one that is three (3) feet or greater in height at maturity.

4.5.2.5.1 Unless approved in writing by the ARC, no significant healthy trees may be removed except those that fall within twenty (20) feet of the approved building foot print, drives, patios and other approved site improvements.

4.5.2.5.2 All new plantings to be placed upon the Lot shall be planted within ninety (90) days of occupancy of the Dwelling or upon completion of construction, whichever comes first, except that sodding, seeding and planting new vegetation shall not be required during any period in which winter weather conditions restrict the ability to complete the planting. Such planting shall, however, be completed as soon as the weather reasonably permits.

4.5.2.5.3 No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement.

**4.5.2.5.4** No Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from or onto other Lots through such swale and drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade or drainage pattern of the surrounding Lots. Any modification to drainage patterns must be pre-approved by the ARC.

**4.5.2.6** Such other plans, specifications or other information or documentation as may be required by the ARC.

**4.5.2.7** Owners are encouraged to submit preliminary sketches and descriptions to the ARC for informal comments prior to the submission of the required information and documents necessary for final plan approval.

**4.5.3** The ARC shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. One (1) copy of all plans, specifications and related data so submitted to the ARC shall be retained in the records of the ARC and the other copy shall be returned to the Owner submitting the same marked "approved," "approved as noted" or "disapproved." Notwithstanding anything provided herein to the contrary, an Owner may make interior improvements and alterations within his Dwelling that do not affect exterior appearance without the necessity or requirement that ARC approval or consent be obtained.

**4.5.4** The ARC shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of this Declaration, including purely aesthetic considerations, failure to comply with any of the provisions of this Declaration or the Architectural Standards, failure to provide requested information, objection to exterior design, appearance or materials, objection on the ground of incompatibility of any such proposed improvement with the scheme of development proposed for the Development, objection to the location of any proposed improvements on any such Lot, objection to the landscaping plan for such Lot or Dwelling, objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any improvement or any other matter which, in the sole judgment of the ARC, would render the proposed Improvement inconsistent with the general plan of development contemplated for the Development. The ARC shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the Owner of such Lot or Dwelling shall be obligated to comply. Any conditions or stipulations required by the ARC to be incorporated into the plans and specifications by the ARC to one particular Lot or Dwelling shall not obligate the ARC to approve similar plans and specifications or any of the features or elements for the improvements for any other Lot or Dwelling within the Development.

**4.5.5** In the event the ARC fails to approve in writing any such proposed plans and specifications within thirty (30) days after such plans and specifications have been submitted, then the plans and specifications so submitted will be deemed to have been disapproved.

4.5.6 Any revisions, modifications or changes in any plans and specifications previously approved by the ARC must be approved by the ARC in the same manner specified above.

4.5.7 If construction of such improvements has not substantially commenced (e.g., by clearing and grading, pouring of footings, and otherwise commencing framing and other related construction work) within one (1) year of approval of the plans and specifications for such improvements, then the Owner of such Lot or Dwelling shall be required to resubmit all plans and specifications for any such improvements to the ARC for approval in the same manner specified above.

4.6 Landscaping Approval. In order to preserve, to the extent practicable, the natural landscaping, natural or constructed drainage patterns, and plant life currently situated on the Property and in order to enhance the aesthetic appearance of the Property, no landscaping, grading, excavation or fill work of any nature, including any retaining walls, shall be implemented or installed by any Owner on any Lot or Dwelling unless and until landscaping plans therefor have been submitted to and approved by the ARC. The provisions of Section 4.5 above regarding the method that such plans are to be submitted to the ARC, the time for approval or disapproval of the same and the method of approving modifications or changes thereto shall be applicable to such landscaping plans.

4.7 Construction Without Approval. If (a) any improvements are initiated, installed, maintained, altered, replaced or relocated on any Lot or Dwelling within ARC approval of the plans and specifications for the same, or (b) the ARC shall determine that any approved plans and specifications for any improvements or the approved landscaping plans for any Lot or Dwelling are not being complied with, then, in either event, the Owner or such Lot or Dwelling shall be deemed to have violated the Declaration and the ARC shall have the rights to "red tag" and immediately stop all such activity, as well as the right to exercise any of the rights and remedies set forth in Section 4.13 below.

4.8 Inspection. The ARC, or any agent, employee or representative thereof may at any reasonable time and from time to time, enter upon and inspect any Lot or Dwelling or any improvements being constructed thereon in order to determine whether the approved plans and specifications therefor are being complied with. Any such entry shall not be deemed to be a trespass or any other wrongful act by the ARC.

4.9 Subsurface Conditions. The approval of plans and specifications by the ARC for any improvements on a Lot or Dwelling shall not be construed in any respect as a representation or warranty by the ARC or Developer to the Owner submitting such plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot or Dwelling are suitable for the construction of the improvements contemplated by such plans and specifications. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot or Dwelling for the construction of any contemplated improvements thereon.

**4.10 Limitation of Liability.** Notwithstanding anything provided herein to the contrary, neither Developer, the ARC, nor any agent, employee, representative, member, shareholder, partner, officer or director thereof, shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any plans and specifications submitted, reviewed or approved in accordance with the provisions of this Article 4, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by any Owner for approval pursuant to the provisions of this Article 4, (d) the construction or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees or licensees or any such Owner or Occupant, or any damage to any Improvements or the personal property of any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or Occupant, which may be caused by, or arise as a result of, past, present or future soil and/or subsurface conditions, known or unknown (including, without limitation, sink holes, tunnels and water channels and limestone formations on or under any Lot or Dwelling), and (f) any other loss, claim, damage, liability or expense, including court costs and attorney's fees, suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot or Dwelling or any Improvements situated thereon.

**4.11 Commencement and Completion of Construction.** Upon commencement of construction of any Dwelling, as defined in Section 4.5.7 above, construction work thereon shall be prosecuted diligently and continuously and shall be completed within one (1) year of the commencement date of said construction.

**4.12 Sales and Construction Activities.** Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, Developer, its agents, employees, successors and assigns, shall have the right and option to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots and/or Dwellings or the development of Lots, Dwellings and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs, and model Dwellings, all as may be approved by Developer from time to time; provided, however, that the location of any construction trailers of any assignees of Developer's rights under this Section 4.12 shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include, without limitation, the right to use Dwellings as model residences and as offices for the sale of Lots and/or Dwellings and for any related activities.

**4.13 Enforcement and Remedies.** In the event any of the provisions of this Article 4 are breached or are not otherwise being complied with in all respects by the Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of such Owners or Occupants, then the ARC, or any other Owner or Owners, or a homeowners association for Development if established, shall have the right to (a) enjoin any further construction on any Lot or Dwelling and require the

removal or correction of any work in place which does not comply with the plans and specifications approved by the ARC for such Improvements, and/or (b) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or Dwelling and take all action necessary to extinguish such violation or breach. All costs and expenses incurred by the ARC, or any other Owner or Owners, of a homeowners association for Development if established, in enforcing any of the provisions of this Article 4, including, without limitation, attorney's fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners, and any other persons involved in the correction of non-conforming work, the completion of uncompleted work or in any judicial proceeding, together with any other costs or expenses incurred by the ARC, or of any other Owner or Owners, or a homeowners association for Development if established, in causing any Owner or such Owner's contractors, agents or invitees to comply with the terms and provisions of this Article 4, shall be paid by such Owner, and if not paid when due, shall be enforceable as a contract obligation of such Owner. Notwithstanding anything provided herein to the contrary, the rights and remedies of the ARC, or any other Owner or Owners, or a homeowners association for Development if established, set forth herein shall not be deemed exclusive of any other rights and remedies which the ARC, or any other Owner or Owners, or a homeowners association for Development if established may exercise at law or in equity or any of the enforcement rights specified in this Declaration.

4.14 Compliance Certification. The ARC or any authorized representative thereof shall, upon request, furnish to an Owner a certificate in writing setting forth whether all necessary ARC approvals have been obtained and whether any improvement has been constructed in accordance with the provisions of this Declaration.

## 5. USE AND DEVELOPMENT RESTRICTIONS

5.1 Use Restrictions. Except as otherwise provided to the contrary in Section 4.12 above, each Lot or Dwelling shall be used for single family residential purposes only, and no trade or business of any kind may be carried on in or from any Lot or Dwelling if such trade or business creates regular customer, client or employee traffic. The use of any portion of a Dwelling as an office by an Owner shall not be considered a violation of this covenant if such use does not create regular customer, client or employee traffic. The leasing or rental of a Dwelling for residential purposes only shall not be considered a violation of its covenant so long as the lease (a) is for not less than the entire Dwelling, (b) is for a term of at least six (6) months, and (c) is otherwise in compliance with the rules and regulations promulgated and published from time to time by the ARC.

5.2 "Green" Areas. Developer intends to provide certain undeveloped, common "green" areas in the subdivision for use by Lot Owners, Occupants, guests, invitees and others. Developer reserves the right to promulgate rules governing the use of such areas.

### 5.3 ARC Approval.

5.3.1 Improvements. Except for nominal improvements as defined by the ARC under rules promulgated pursuant to Section 4.4 above, no Improvements of any



nature whatsoever shall be constructed on any Lot or Dwelling unless such Improvements have been approved by the ARC in the manner set forth in Article 4 above.

**5.3.2 General Contractors and Subcontractors.** No Improvements of any nature whatsoever shall be constructed on any Lot unless the general contractor and the major subcontractors for the construction of the Improvements have been approved by the ARC in the manner set forth in Section 4.4 above. Major subcontractors shall include, without limitation, the subcontractors for landscaping, excavation, foundation, framing, concrete flatwork, exterior masonry, heating, electrical, plumbing, exterior painting/staining and siding.

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

**5.5 Building Setbacks.** No structures shall be built within the setback areas established by the ARC or municipal authorities. All steps, stoops, porches, and decks shall be deemed a part of the structure for the purposes of determining building setback.

**5.6 Siting of Dwellings.** Prior to commencing any construction related activities on any Lot or Dwelling (including any grading or clearing), the location of any Improvement to be constructed thereon shall be set forth on the site development plan for such Lot or Dwelling which must be approved by the ARC pursuant to the provisions of Section 4.5 above.

**5.7 Pets and Animals.** No animals, livestock, birds or poultry or any kind shall be kept, raised or bred by any Owner upon any Lot, Dwelling or other portion of the Development; provided, however, that not more than three (3) dogs or cats (or any combination) may be kept and maintained on a Lot so long as they are not kept for breeding or commercial purposes, unless with prior ARC approval. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. No outdoor kennels shall be allowed. Kennels may be incorporated into garage plans, with ARC approval. Dogs and cats shall not be allowed to roam unattended within the Development. Dogs and cats shall not be tethered on any Lot without Owner supervision. Pets shall not be permitted to leave excrement on the Lot or Dwelling of any other Owner or within any street, and the Owner of such pet shall immediately remove the same.

**5.8 Recreational Vehicles and Machinery and Equipment.**

**5.8.1** Mobile homes, motor homes, trailers of any kind, campers, vans, motorcycles, motorized carts and all-terrain vehicles, lawn mowers, tractors, tools, construction machinery and equipment of any nature, golf carts, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment shall not be permitted, stored or allowed to remain on any Lot or Dwelling unless the same is placed, stored and maintained within a wholly enclosed structure on such Lot or Dwelling. Any such enclosed structure must be approved by the ARC. Such

vehicles are permitted for purposes of loading and unloading, but not to exceed one (1) week.

5.8.2 Each Lot or Dwelling shall provide for adequate off street parking (i.e., parking areas located solely within the property lines of such Lot or Dwelling). Vehicles shall be parked only in driveways constructed in accordance with the provisions of the Architectural Standards, excepting only short-term parking by visitors, or in garages constructed in accordance with the provisions of the Architectural Standards. Vehicles shall not be parked on any landscaped or natural areas of a Lot or Dwelling.

5.8.3 Any vehicle which is inoperable shall be immediately removed from the Development. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment of any kind upon or within any Lot or Dwelling except (a) within enclosed garages or workshops, and only between the hours of 7:00 a.m. and 10:00 p.m., or (b) for emergency repairs and then only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Development.

5.8.4 The ARC shall have the right, at any time and from time to time, to adopt rules and regulations with respect to the keeping, storage, parking, operation, use or maintenance of, mobile homes, tractors, equipment, machinery, trailers (with or without wheels), motor homes, trucks (other than pickup trucks), commercial vehicles of any type, campers, motorized campers or trailers, boats or other watercraft, boat trailers, motorcycles, motorized bicycles, all-terrain vehicles, motorized go-carts and other forms of transportation.

5.9 Above Ground Tanks and Wells. No exposed above ground tanks for the storage of fuel, water or any other substances shall be located on any Lot or Dwelling. Water service will be provided by private community wells as more specifically described in the separate Community Well Agreement.

5.10 Temporary Structures. No temporary house, trailer, shack, tent, barn, shed, stable, poultry house or yard, rabbit hut, or other outbuilding or structure of any kind, shall be permitted, constructed, installed or allowed to remain on any Lot or Dwelling; provided, however, that the foregoing shall not be deemed to prohibit (a) temporary structures for social functions, (b) any detached garages or other structures which are approved in writing by the ARC, (c) construction trailers and/or sales offices erected on any part of the Property by Developer pursuant to Section 4.12 above.

#### 5.11 Construction of Improvements.

5.11.1 During the construction of any improvements (a) all Lots and Dwellings shall be maintained in a clean condition, free of debris and waste material, (b) all unused construction materials shall be stored, to the extent practicable, out of view from any street, and (c) all construction trash, debris and rubbish on each Lot shall be properly disposed of outside the Development, or contained within a covered dumpster. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any street. Each Owner and each Owner's contractor, subcontractors, laborers and suppliers

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 on a Lot or Dwelling prior to such vehicles traveling on any streets within the Development.

5.11.2 No construction trucks, equipment or machinery, including any trailers used for the transportation of construction equipment or machinery, shall be parked overnight on any street or road within the Development. No heavy equipment vehicles or materials shall be unloaded on the blacktopped surface or edges of streets within the Development. Any damage to streets caused by such activity shall be repaired at the Owner's expense. Upon completion of construction of any Improvements on any Lot or Dwelling, all construction machinery, tools and equipment, all unused construction materials and all trash, debris and rubbish shall be immediately removed from the Lot or Dwelling and such Lot or Dwelling shall be kept and maintained in a clean and uncluttered condition.

5.11.3 All Improvements shall be constructed in compliance with the Architectural Standards and all applicable federal, state, county and local laws, ordinances, rules, regulations and zoning and building code requirements. Each Owner shall be solely responsible for obtaining from the appropriate Governmental Authorities all necessary permits and licenses and otherwise paying all required fees for the construction of any Improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with the Architectural Standards and all applicable watershed protection, soil erosion and other governmental requirements, both during and after completion of construction of any Improvements on such Owner's Lot.

5.11.4 No work shall begin on any Improvements until an erosion control plan has been approved by the Town of Shelby, County of La Crosse, and by the ARC and until erosion control measures have been installed as required by the erosion control plan. The erosion control plan will also include the location and preparation of the construction entrance to the site. Only one construction entrance will be permitted for each construction site. Furthermore, the erosion control plan will show fencing or other measures sufficient to prevent encroachment on adjacent lands and use of unauthorized construction entrances by suppliers, contractors and subcontractors. Once approved and installed, all aspects of the erosion control plan will be maintained in place until completion of construction. The approval of the erosion control plan as above provided and the installation of the erosion control measures pursuant to the plan shall not be construed to relieve the Owner from liability or responsibility to clean up or remedy any erosion damage for which the Owner is responsible. At all times, the Owner shall comply with such approved plans and measures.

5.12 Subdivision and Interval Ownership. No Lot may be subdivided or re-subdivided. No Lot or Dwelling shall be sold or owned under any time sharing, time interval or similar right to use programs.

5.13 Swimming Pools and Tennis Courts. No swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools or tennis courts may be constructed, installed and maintained on any Lot or Dwelling unless specifically allowed with the prior

written approval of the plans for the same by the ARC and the restrictions contained herein. The ARC shall have the right to adopt further rules and regulations governing the construction and use of swimming pools, other outdoor water features or amenities and tennis courts within the Development, including issues relating to noise and hours of use.

5.14 Signage. No sign of any kind shall be displayed to the public view on any Lot except a professional sign of not more than six (6) square feet advertising the property for sale, or signs provided and allowed exclusively by the Developer for builders or licensed real estate brokers during the construction and sales periods.

5.15 Minimum and Maximum Living Space. The following minimum and maximum floor area requirements shall apply to all single family dwellings constructed:

5.15.1 No single story home shall have less than 1,700 square feet. This shall also apply to the top level of raised ranch homes.

5.15.2 No two story home shall have less than 2,200 square feet, with no less than 1,200 square feet on the main level.

5.15.3 No bi-level or tri-level home shall have less than 2,000 square feet on the top two (2) levels.

5.15.4 The square footage requirements may be waived by the Developer or its assignee, or the ARC, in its sole discretion, on a case by case basis.

5.16 Materials and Colors. Exterior siding shall be of aluminum, steel, vinyl, wood, brick, stone, or stucco. Roofs shall be asphalt, steel, or tile. Fascia shall be aluminum, steel, or wood. Colors shall be primary color tones with an emphasis on earth tones; no fluorescents shall be permitted.

5.17 Landscaping. The landscaping plan for each Lot or Dwelling in the Development shall be submitted to the ARC for approval pursuant to the provisions of Section 4.6 above.

5.18 Roofing.

5.18.1 Environmental friendly and energy-efficient designs will not be discouraged in the subdivision. No solar or other energy collection panel, equipment or device shall be installed or maintained on any Lot or Dwelling which is visible from the street or which detracts from the general aesthetics of the subdivision, as determined in the sole discretion of the ARC.

5.18.2 All plumbing or heating vents, stacks and other projections of any nature that are placed on the roof shall be of a color, material and a placement that is acceptable to the ARC. No raw aluminum or galvanized flashing is permitted.

5.19 Exterior Lighting. All exterior lighting for any Dwelling, including, without limitation, free standing lighting and utility (e.g., flood) lights attached to a Dwelling, must be approved by the ARC. No unshielded lighting, no mercury-vapor type lighting, and no post lights shall be allowed. Exterior lights shall be of a "shoe box" style or other covered lens, and shall only be operated and remain lit when being used to facilitate ingress and egress and other authorized activity.

5.20 Chimneys. There shall be no exposed metal chimneys or spark arresters erected as part of, or added to, any Dwelling or Lot.

5.21 Garages. Each Dwelling shall provide parking for at least two (2) automobiles in the garage. Carports shall not be permitted. Maximum garage width is two (2) double overhead doors.

5.22 Fences. Fences shall be allowed only with the prior written approval of the ARC as provided in Section 4.5.

5.23 Windows, Window Treatments and Doors.

5.23.1 No foil or other reflective materials shall be installed on any window or used for sun screens, blinds, shades or other purposes.

5.23.2 Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not appropriate window treatments.

5.24 Mailboxes. Mailboxes and newspaper tubes will be installed and maintained by each Owner. A standard mailbox type has been chosen by the Developer. They shall be installed in accordance with postal regulations and with the prior written approval of the ARC as provided in Section 4.5.

5.25 Utility Meters and HVAC Equipment. Subject to the provisions of Section 5.17 above, all Owners shall install and maintain landscaping around all such meters and all electrical transformers and telephone and cable television pedestals or junction boxes situated on each such Owner's Lot or Dwelling in a manner to visibly screen, to the extent practicable, such transformers, pedestals and junction boxes from view from any street. All electric meters shall be installed on and attached to the Dwelling. All exterior heating, ventilating and air conditioning compressor units and equipment shall be located, to the extent practicable, at the rear or side of a Dwelling and, if the same are visible from the street, such compressor units and equipment shall be screened from public view by either walls or landscaping to be approved by the ARC. No window mounted heating or air conditioning units or window fans shall be permitted.

5.26 Satellite Dishes and Antennas. No radio antenna, radio receiver or other similar device or aerial shall be attached to or installed on any Lot or Dwelling or any other portion of the Development unless the same is contained entirely within the interior of a building or other structure, is not visible from any street or adjacent Lot or Dwelling and

is approved by the ARC. Small outdoor satellite dishes may be allowed, subject to ARC approval of their location and screening their visibility from the street and adjacent lots. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or Dwelling which may interfere with the reception of radio or television signals within the Development.

**5.27 Driveways.** All driveways for each Lot or Dwelling shall be constructed of concrete, bituminous concrete, asphaltic concrete, bituminous asphalt concrete, bituminous mixture, or pavers. Other materials may be used, but only if approved by the ARC. All paved areas shall be completed within one (1) year or as soon as possible after one freeze/thaw season cycle.

**5.28 Outdoor Furniture and Recreational Facilities.**

**5.28.1** Wood piles shall be located only at the rear or side of a Dwelling and shall be screened by appropriate landscaping from view of the streets and, to the extent practicable, from adjacent Lots and Dwellings. Outdoor burning and fires shall be prohibited except with municipal approval and permits.

**5.28.2** Children's toys, swing sets, jungle gyms, trampolines and other outdoor and recreational equipment and appurtenances shall be allowed only at the rear or side of a Dwelling.

**5.29 Trash, Rubbish and Nuisance.**

**5.29.1** No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or structure which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other portions of the Development. Noxious or offensive activities shall not be carried on, in or from any Lot or Dwelling, and each Owner and Occupant shall refrain from any act or use of a Lot or Dwelling which could cause disorderly, unsightly or unkempt conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Development or be in violation of any law, statute, ordinance, rule, regulation or requirement of any Governmental Authority. Without limiting the generality of the foregoing, no horns, whistles, bells or other sound devices other than security, home stereo and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Lot, Dwelling or other portion of the Development. Any Owner, Occupant or any of the respective family members, guests, invitees, servants, agents, employees or contractors of such Owner or Occupant who dumps, places or allows trash or debris to accumulate on his Lot, Dwelling or on any other portion of the Development shall be liable for all costs incurred to remove the same.

**5.29.2** Trash, garbage and any other refuse or waste shall not be kept on any Lot or Dwelling except in sanitary containers or garbage compactor units. Trash cans and containers shall at all times be kept at the rear of or inside a structure and shall be screened from view from the streets and adjacent Lots and Dwellings by appropriate

landscaping or fencing approved by the ARC, provided, however, that trash cans and containers can be moved to the street on trash collection days for such Lot or Dwelling.

5.29.3 No outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Lot, Dwelling or other portion of the Development.

5.30 Compliance with Governmental Regulations. Each Owner, Occupant, the Developer, the ARC, and any homeowners association for Lots and Dwellings within the Property shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, requirements and code provisions of the Governmental Authorities.

5.31 Additional Regulations. In addition to the restrictions set forth in this Declaration, the ARC shall have the right, in its sole discretion, from time to time and at any time, to adopt, modify and amend the Architectural Standards in order to impose such other, further or different requirements or restrictions governing the improvement and use of any Lot or Dwelling.

5.32 Variations. The ARC, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to Architectural Standards. Any variance request submitted to the ARC shall be in writing and, upon approval of the same by the ARC, shall be evidenced by a written variance executed by the ARC. The provisions of Section 4.3 above concerning meetings, a quorum of members and the number of votes necessary to approve action taken by the ARC shall be binding upon the ARC in any manner regarding the granting of variances.

5.33 Enforcement and Remedies. In the event any of the provisions of this Article 5 are breached or are not otherwise being complied with, in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then the ARC shall each have the right, at its option, to (a) enjoin such violation or non-compliance, and/or (b) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or Dwelling and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the ARC in enforcing any of the provisions of this Article 5, including, without limitation, attorney's fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any non-compliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the ARC in connection therewith, shall be paid by such Owner who has violated or breached any of the provisions of this Article 5. If such costs and expenses are not paid upon demand, the collection thereof shall be enforceable as a contract obligation of such Owner. Notwithstanding anything provided herein to the contrary, the rights and remedies of the ARC set forth herein shall not be deemed exclusive of any other rights and remedies which the ARC may exercise at law or in equity or any of the enforcement rights specified in this Declaration. If deemed necessary by the ARC, the ARC may assess all Owners an amount the ARC deems appropriate to allow it to enforce the terms of this Declaration. Any amount so assessed shall be paid within thirty (30) days of an Owner

receiving notice of such assessment. Each Owner shall pay an initial non-refundable amount of \$500 upon Owner's purchase of a Lot in Development to be held by Development for the benefit of Development. The ARC shall manage the account in a prudent manner and shall provide an accounting to each Owner on at least an annual basis. No Owner shall receive a refund upon Owner's sale of the Lot.

## **6 MAINTENANCE RESPONSIBILITIES**

### **6.1 Responsibilities of Owners.**

6.1.1 The maintenance and repair of all Lots or Dwellings and all other improvements situated thereon or therein and all lawns, landscaping and grounds on or within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his or its Lot or Dwelling, as the case may be, in a neat, clean and sanitary condition, both inside and outside of any improvements thereto. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and stain finishes on all Improvements and re-roofing or replacing roofing shingles when the same become worn or would be replaced by a prudent Owner, as reasonably determined by the ARC. No non-trivial exterior changes, alterations or improvements shall be made to any Lot or Dwelling without first obtaining the prior written approval of the same from the ARC.

6.1.2 Each Lot or Dwelling, as the case may be, shall be landscaped in accordance with plans and specifications submitted to and approved by the ARC pursuant to Section 4.6 above. All areas of any Lot or Dwelling which are not improved by the construction of an improvement thereon shall, at all times, be maintained by the Owner in a fully and well kept landscaped condition utilizing ground cover and/or shrubbery, and trees as previously approved by the ARC. All areas designated for surface water drainage shall remain unobstructed. The maintenance obligations set forth in this Section 6.1.2 shall apply to all portions of a Lot or Dwelling up to the edge of the pavement of any roadway abutting such Lot or Dwelling, and shall be binding on the Owner of each Lot or Dwelling at all times, either prior to, during or after the construction of any improvements thereon. Grass, hedges, shrubs, vines and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat, safe and attractive condition. Trees shall be maintained in accordance with accepted arboriculture standards, including pruning. Trees, shrubs, vines, plants and other vegetation which die shall be promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weeds, rubbish, debris, garbage and waste material shall be promptly removed from any Lot or Dwelling and disposed of outside of the Development. Notwithstanding the above, an Owner may maintain an appropriate part of a Lot in a natural state prior to installation of landscaping pursuant to an approved landscaping plan or as a part of an approved landscaping plan. No healthy tree shall be removed. No healthy tree shall be cut or pruned if such cutting or pruning results, or is likely to result, in the physical or aesthetic destruction of the tree.

6.1.3 No Owner shall do any work which, in the reasonable opinion of the ARC, would jeopardize the soundness and safety of the Development, reduce the value



thereof or impair any easement or hereditament thereto, without in every such case obtaining the prior written approval of the ARC. An Owner shall be allowed to install or otherwise have temporary tasteful holiday decorations as would be installed or had by a prudent Owner, as reasonably determined by the ARC.

6.1.4 Each Owner shall be responsible for maintaining in a neat, clean and sanitary condition that portion of dedicated road right of way from the boundary line of the owned Lot adjacent to the said right of way up to the edge of the improved highway located within the said right of way.

## 7 CASUALTY, CONDEMNATION AND INSURANCE

7.1 Damage or Destruction to Lots or Dwellings. In the event of any fire or any other casualty which damages or destroys any portion of any Lot or Dwelling, then the Owner of such damaged Lot or Dwelling shall promptly repair and otherwise restore such Lot or Dwelling to the condition to which the same existed immediately prior to such fire or other casualty; provided, however, that any such restoration or repair shall be subject to compliance with all of the terms and provisions set forth in Article 4 above and all then applicable rules, regulations, statutes and ordinances of the Governmental Authorities. Any such restoration or repair shall be commenced within one hundred eighty (180) days following the occurrence of such fire or other casualty.

7.2 Condemnation of Lots or Dwellings. In the event that all or any portion of a Lot or Dwelling is taken as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof, then, to the extent practicable, the Owner of such Lot or Dwelling responsible for the maintenance and repair of such Lot or Dwelling shall promptly repair, reconstruct, rebuild and otherwise restore the remaining portions of the Lot or Dwelling subject to such taking as nearly as practicable to the condition to which the same existed immediately prior to such taking; provided, however, that any such restoration shall be subject to all of the terms and conditions set forth in Article 4 above and all then applicable rules, regulations, statutes and ordinances of the Governmental Authorities. In the event the restoration of such Lot or Dwelling is impracticable or would otherwise violate any of the terms and provisions of this Declaration, then such Owner shall promptly clear away any remaining improvement damaged or destroyed by such taking and shall leave such Lot or Dwelling and any remaining improvements thereon in a clean, orderly, safe and 21lightly condition.

7.3 Insurance. Each Owner shall be solely responsible for obtaining and maintaining public liability, property damage, title and all other types of insurance with respect to the Lot and Dwelling. Each Owner, by acceptance of a deed or other instrument conveying any interest in any Lot or Dwelling, does hereby waive and release Developer, the ARC and their respective agents, employees, representatives, partners, shareholders, members, officers and directors, from any and all liabilities or damage covered by (or which should be covered by) fire and casualty (e.g., homeowner's and/or builder's risk) insurance and general liability insurance which any Owner maintains, even if such loss or damage shall have been caused by the fault or negligence of any of the foregoing persons or parties.

## 8 TERM AND AMENDMENTS

8.1 Term. The terms, 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 Mortgagees and their respective 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 or Dwellings within the Development agreeing to terminate or modify this Declaration has been recorded in the Register of Deeds' office for La Crosse County, Wisconsin; provided, however, that the easements established, granted and reserved in Article 3 hereof and otherwise established, granted and reserved by separate document shall continue and remain in full force and effect for the time periods and duration specified therein.

8.2 Amendment by Developer. So long as Developer is the Owner of any Lot or Dwelling within the Development, Developer may amend this Declaration by a written instrument filed and recorded in the Register of Deeds' office for La Crosse County, Wisconsin, without obtaining the approval of any Owner or Mortgagee. Any amendment made pursuant to this Section 8.2 shall be certified by Developer and shall be effective upon recording of the same in the Register of Deeds' office for La Crosse County, Wisconsin. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, agrees to be bound by all amendments permitted by this Section 8.2 and further agrees that, if requested to do so by Developer, such Owner will consent to the amendment of this Declaration or any other instrument relating to the Development (a) if such amendment is necessary to bring any provisions hereof into compliance or conformity with the provisions of any law, ordinance, statute, rule or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots or Dwellings, (c) if such amendment is required by any institutional Mortgagee in order to enable such institutional Mortgagee to make a Mortgage loan on any Lot or Dwelling, or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lots or Dwellings within the Development. Notwithstanding anything provided herein to the contrary, Developer shall not make any amendment which would adversely affect an Owner's mortgage or have a material adverse effect on the value of a Lot or the Development.

8.3 Amendments by Owners. Amendments to the Declaration other than those authorized by Section 8.2 above, shall be proposed and adopted by the Owners in the following manner:

8.3.1 An amendment to this Declaration shall be executed by the Owners of at least two-thirds (2/3) of the Lots or Dwellings within the Development; provided,

however, that (a) any amendment which materially and adversely affects the security title or interest of any Mortgagee must be approved by such Mortgagee, (b) during any period in which Developer owns any of the Lots or Dwellings within the Development, then Developer must approve such proposed amendment, and (c) to the extent the proposed amendment affects any of the matters described in Section 8.4 below, then the provisions of Section 8.4 below shall be applicable to such proposed amendment.

8.3.2 Any such amendment under Section 8.3.1 shall be effective upon recording of the same in the Register of Deeds' office for La Crosse County, Wisconsin.

8.4 Restrictions on Amendment. Notwithstanding anything provided in the Declaration to the contrary, in no event may any amendments to Sections 1.1, 1.9, 1.10, 1.12, 2.2, 2.3, 2.4, 2.5, 3.1 through 3.4, 4.2, 4.4, 4.9, 4.10, 4.12, 4.13, 5.1, 5.10, 5.12 and 8.3 hereof or any other provisions of this Declaration which require Developer's consent or approval be effective unless the same is consented to in writing by Developer. The consent of Developer to any such proposed amendment may be withheld in the sole discretion of Developer, with or without any reason.

## 9 ENFORCEMENT

9.1 Authority and Enforcement. In addition to other enforcement provisions of this Declaration, in the event any Owner of Occupant or their representative agents, contractors or invitees, violates any of the provisions of this Declaration, or the Architectural Standards, the ARC, or any Owner or Owners, or a homeowners association for Development if established, shall have the right and authority to enforce the provisions of this Declaration and the Architectural Standards.

9.2 Costs and Expenses. All costs and expenses incurred by any of the above said individuals or entities in enforcing any of the provisions of this Declaration or the Architectural Standards, including, without limitation, attorney's fees, court costs and expenses of witnesses, engineers, architects, designers, land planners and any other person involved in the correction of non-compliance or the removal of such violation, or in any judicial proceeding, together with any other costs or expenses incurred in connection therewith, shall be paid by such Owner who has violated or breached any of the provisions of this Declaration or the Architectural Standards. If such costs and expenses are not paid upon demand, the collection thereof shall be enforceable as a contract obligation of such Owner. If deemed necessary by the ARC, the ARC may assess all Owners an amount the ARC deems appropriate to allow it to enforce the terms of this Declaration. Any amount so assessed shall be paid within thirty (30) days of an Owner receiving notice of such assessment.

9.3 Non-Exclusive Remedies. Notwithstanding anything provided to the contrary in this Declaration, enforcement and procedural rights set forth in this Article 9 are in addition to and shall not be deemed to limit the other rights and remedies set forth in this Declaration or which any person or entity would have to right to exercise at law or in equity.

## 10 MISCELLANEOUS PROVISIONS

10.1 Legal Expenses. In addition to the rights and remedies set forth in Sections 4.7, 4.13 and 5.33, and in Article 9 above, in the event either the ARC, its agents or representatives, or other Owner or Owners, or a homeowners association for Development if established, undertake any legal or equitable action which they deem necessary to abate, remove or extinguish any violation or breach of this Declaration or Architectural Standards, then all costs and expenses incurred by them, including, without limitation, attorney's fees and court costs, in enforcing any of the terms, provisions, covenants or conditions in this Declaration shall be paid for by the Owner against whom such action was initiated. The ARC, its agents and representatives or other Owner or Owners, or a homeowners association for Development if established, are hereby authorized to take any and all legal or equitable action as may be necessary under the circumstances to restrain or enjoin any such violation or breach or to otherwise seek monetary damages as a result of any expenses incurred by the ARC or other Owner or Owners, or a homeowners association for Development if established, or to cure such violation or breach. If deemed necessary by the ARC, the ARC may assess all Owners an amount the ARC deems appropriate to allow it to enforce the terms of this Declaration. Any amount so assessed shall be paid within thirty (30) days of an Owner receiving notice of such assessment.

10.2 Severability. If any provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

10.3 Captions and Headings. The captions and headings contained in this Declaration are for convenience of reference only, and shall not be used in the construction or interpretation of any provisions of this Declaration. The table of contents, cover page and any index to this Declaration are for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

10.4 Pronouns and Plurals. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

10.5 Binding Effect. The terms and provisions of this Declaration shall be binding upon each Owner, Occupant and Mortgagee and the respective heirs, executors, administrators, personal representatives, successors and assigns of each Owner, Occupant and Mortgagee, and shall inure to the benefit of Developer, the ARC, all of the Owners and their respective Mortgagees and their respective heirs, executors, administrators, personal representatives, successors and assigns.

**10.6 Conflict or Ambiguity.** In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction against one party as a result of that party having drafted this Declaration are hereby waived by each Owner and, to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor of or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict contained herein.

**10.7 No Reverter.** No restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of Developer, nor shall any provision be deemed to vest any reversionary interest in Developer.

**10.8 Interpretation.** In all cases, the provisions set forth and provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Developer, will best effect the intent or 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 ordinance 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.

**10.9 Rights of Third Parties.** This Declaration shall be recorded for the benefit of Developer, the Owners and their respective Mortgagees and such third parties and entities as are herein or in any other document or instrument granted rights, privileges and easement in the Development, and by such recording, no other adjoining property owners or third parties shall have any right, title or interest whatsoever in the Development 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.

**10.10 No Trespass.** Whenever the Developer, the ARC and their respective agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of a Lot or Dwelling, the entering thereon and the taking of such action shall not be deemed a trespass.

**10.11 No Partition.** Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Development.

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

**10.13 Standards for Review.** Whenever in this Declaration, Developer or the ARC 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 ARC, as the case may be.

**10.14 Oral Statement.** Oral statements or representations by Developer, the ARC or any of their respective employees, agents, representatives, successors or assigns, shall not be binding on Developer or the ARC.

**10.15 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 or Dwelling within the Development. All notices to the ARC shall be delivered or sent in care of Developer to the following address:

ALT Investments, LLC  
W5674 Koss Road  
Onalaska, WI 54650

or such other address as the ARC 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 addresses as Developer may notify the Owners.

**10.16 Assignment.** Developer and the ARC 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 ARC, respectively.

**10.17 Further Assurances.** Each Owner covenants and agrees to execute, sign and deliver, or cause to be executed, signed and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things supplemental, in conformity, or otherwise, which may be reasonably requested by Developer or the ARC for the purpose of or in connection with clarifying, amending or otherwise consummating any of the transactions and matters herein.

**10.18 No Waiver.** All rights, remedies and privileges granted to Developer and the ARC 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 and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed as of this \_\_\_\_\_ day of March, 2015.

*(signatures and notary on next page)*

ALT INVESTMENTS, LLC, by:

\_\_\_\_\_  
Andrew C. Temte, Member

\_\_\_\_\_  
Linda J. Temte, Member

STATE OF WISCONSIN    )  
                                  ) ss.  
LA CROSSE COUNTY     )

Personally appeared before me this \_\_\_\_\_ day of March, 2015, the above-named Andrew C. Temte and Linda J. Temte, to me known to be the persons who executed the foregoing instrument, and each acknowledged the same.

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

**DRAFTED BY:**  
Attorney Gregory S. Bonney  
Johns, Flaherty & Collins, S.C.  
205 Fifth Avenue South, Suite 600  
La Crosse, WI 54601  
608-784-5678

**LEGAL DESCRIPTION:**

Part of Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 12, and part of the Northeast Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 13, Township 15 North, Range 7 West, Town of Shelby, La Crosse County, Wisconsin, described as follows:

Beginning at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 12, also known as the South Quarter Corner of Section 12;  
thence South 89°40'49" East along the south line of said Southwest Quarter of the Southeast Quarter 982.01 feet;  
thence North 00°33'01" East 657.32 feet;  
thence North 89°39'44" West 653.79 feet;  
thence North 00°37'53" East 657.53 feet to the north line of said Southwest Quarter of the Southeast Quarter;  
thence South 89°38'39" East along said north line 379.11 feet;  
thence North 00°30'36" East 1314.82 feet to the north line of the Northwest Quarter of the Southeast Quarter of said Section 12;  
thence South 89°36'27" East along said north line 575.12 feet to the northwest corner of Outlot 1 of Certified Survey Map recorded in Volume 9 of La Crosse County Certified Survey Maps, Page 127;  
thence South 00°35'27" East along the west line of said Outlot 1 and its southerly extension 453.41 feet, said line also being the west line of lands described in Volume 1409 of La Crosse County Records, Page 736, as Document Number 1263930;  
thence continuing along said west line South 00°33'59" East 861.21 feet to the northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 12;  
thence South 89°38'39" East along the north line of said Southeast Quarter of the Southeast Quarter 1305.48 feet to the northeast corner thereof;  
thence South 00°21'24" West along the east line of said Southeast Quarter of the Southeast Quarter 1156.53 feet to the northerly line of lands described in Document Number 1353073 of La Crosse County Records;  
thence North 79°59'03" West along said northerly line 441.04 feet;  
thence continuing along said northerly line South 23°31'15" West 251.39 feet;  
thence continuing along said northerly line South 67°14'13" West 841.71 to the east line of the Northwest Quarter of the Northeast Quarter of said Section 13;  
thence South 00°06'13" West along said east line 983.56 feet to the southeast corner of said Northwest Quarter of the Northeast Quarter;  
thence North 89°49'58" West along the south line thereof 1311.75 feet to the southwest corner of said Northwest Quarter of the Northeast Quarter;  
thence North 00°13'33" East along the west line thereof 1316.75 feet to the point of beginning.

**EXCEPTING:**

Lot 11 of the plat of Willow Heights according to the recorded plat thereof on file and of record in the office of the Register of Deeds, La Crosse County, Wisconsin.

