ELMWOOD HILLS ADDITION

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW 1/4, SW 1/4), AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE 1/4, SW 1/4), AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4, SW 1/4) OF SECTION 2, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW 1/4, NW 1/4), AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4, NW 1/4) OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 7 WEST, IN THE CITY OF ONALASKA, LA CROSSE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, ROBERT E. OHALORA, Registered Land Surveyor, hereby certify: That in full compliance with the provisions of chapter 236 and the subdivision regulations of the City of Onalaska, and under the direction of Elmwood Partners Limited Partnership, owner of said lands, I have surveyed, divided and mapped ELMWOOD HILLS ADDITION; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in part of the Southwest quarter of the Southwest quarter (SW 1/4, SW 1/4), and part of the Southeast quarter of the Southwest (SE 1/4, SW 1/4), and part of the Northwest quarter of the Southwest quarter (NW 1/4, SW 1/4) of Section 2, and part of the Northwest quarter of the Northwest quarter (NW 1/4, NW 1/4), and part of the Northeast quarter of the Northwest quarter (NE 1/4, NW 1/4) of Section 11, Township 16 North, Range 7 West, in the City of Onalaska, La Crosse County, Wisconsin, and is described as follows: Commencing at the Southwest corner of said Section 2; thence N00°08'40"E 2198.80 feet to the Southeast corner of MEADOW WOODS ADDITION; thence the next five courses along the East line of said MEADOW WOODS ADDITION (recorded as N1°46'28"W 1322 feet): 1) N00°48'58"E 432.82 feet, 2) N00°26'E 250.00 feet, 3) N00°40'52"E 175.82 feet, 4) N00°39'48"E 308.64 feet, 5) N01°40'01"E 48.01 feet to the Southeast corner of a parcel described in Volume 695, Page 899; thence along the East line of said V. 695, P. 899, N00°39'19"E (recorded as N1°39'W) 326.7 feet; thence S79°51'51"E 243.25 feet; thence S35°41'02"E 421.36 feet; thence S68°22'28"E 302.67 feet; thence S61°16'01"E 270.47 feet; thence S84°52'42"E 150.40 feet; thence S02°28'22"E 756.20 feet to the arc of a 60 foot radius curve, concave to the Southwest; thence 106.55 feet along the arc said curve, the chord of which bears S07°30'05.5"E 89.46 feet; thence S48°18.45"E 233.41 feet; thence S34°16'40"W 518.0 feet to the Northeast corner of a parcel described in Volume 270, Page 308; thence along the North line of said V. 270, P. 308, S87°22'35"W (recorded as South 86 20' West) 338.00 feet; thence N84°27'41"W 233.63 feet; thence N12°14'55"W 281.26 feet to the North right-of-way of C.T.H. "OO"; thence the next three calls along said North right-of-way: 1) 272.09 feet along the arc of a 2,513.04 foot radius curve, concave to the Southeast, the chord of which bears N76°42'17"W 272.00 feet, 2) N82°46'43"W 317.26 feet, 3) 358.86 feet along the arc of a 2,253.00 foot radius curve, concave to the Southeast, the chord of which bears N80°53'50"W 358.76 feet to the West line of the Southwest quarter of said Section 11; thence along said West line, N00°07'49"E 103.97 feet to the point of beginning. Said parcel contains 104.78 acres, more or less, and is subject to easements, recorded or implied.

Dated this 17 day of Jan 1992

OWNER'S CERTIFICATE OF DEDICATION

ELMWOOD PARTNERS LIMITED PARTNERSHIP, a limited partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Partnership caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

ELMWOOD PARTNERS LIMITED PARTNERSHIP, does further certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection: City of Onalaska, Wisconsin; Department of Agriculture, Trade and Consumer Protection.

IN WITNESS WHEREOF, the said, ELMWOOD PARTNERS LIMITED PARTNERSHIP, has caused this instrument to be signed by Paul J. Gleason, Vice President, and by Peggy Knutson, Treasurer of Elmwood Real Estate Corporation, General Partner, at La Crosse, Wisconsin, on this 21st day of January, 1992

In the presence of: Elmwood Partners Limited Partnership
By: Elmwood Real Estate Corporation, General Partner
(The Corporation has no seal.)

Paul J. Gleason, Vice President

Countersigned: Peggy Knutson, Treasurer

STATE OF WISCONSIN }
LACROSSE COUNTY } ss

Personally came before me this 21st day of January 1992, Paul J. Gleason, Vice President, and Peggy Knutson, Treasurer of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be Vice President and Treasurer of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation by its authority.

(Notary Seal)

Notary Public, LaCrosse, Wisconsin
My commission expires 11 September 1994

CERTIFICATE OF REGISTER OF DEEDS

Henry P. Helmke, Register of Deeds, do hereby certify that the plat of ELMWOOD HILLS ADDITION, was received for record this 23rd day of January, A.D. 1992 at 3:12 o'clock P.M. and recorded as Document No. 1062251

Register of Deeds

COUNTY TREASURER'S CERTIFICATE

I, Jan Culbert being the duly elected, qualified and acting Treasurer of the County of La Crosse, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of 12-31-91 affecting the lands included in the plat of ELMWOOD HILLS ADDITION.

Jan 21, 1992 Date

Treasurer

CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN }
LA CROSSE COUNTY } ss

I, Robert T. Bast, being the duly elected, qualified and acting treasurer of the City of Onalaska, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of 12-31-91 on any of the land included in the plat of ELMWOOD HILLS ADDITION.

January 21, 1992 Date

City Treasurer

COMMON COUNCIL RESOLUTION

Resolved, that the plat of ELMWOOD HILLS ADDITION, a planned unit development in the City of Onalaska, is hereby approved by the Common Council.

Dated January 21, 1992 Approved Mayor

Dated January 21, 1992 Signed Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council, City of Onalaska.

City Clerk

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.21 and 236.21 (1) and (2), Wis. Stats.

Satisfied this 29th day of October, 91.

Department of Agriculture, Trade & Consumer Protection

LOCATION MAP
(NOT TO SCALE)



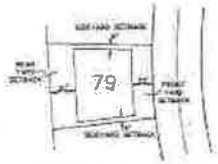
T16N, R7W



NOTE: 10' WIDE UTILITY EASEMENT CONTIGUOUS TO ALL RIGHT-OF-WAY LINES.

SNOW STORAGE EASEMENTS APPLY ONLY TO CUL-DU-SAC BULBS.

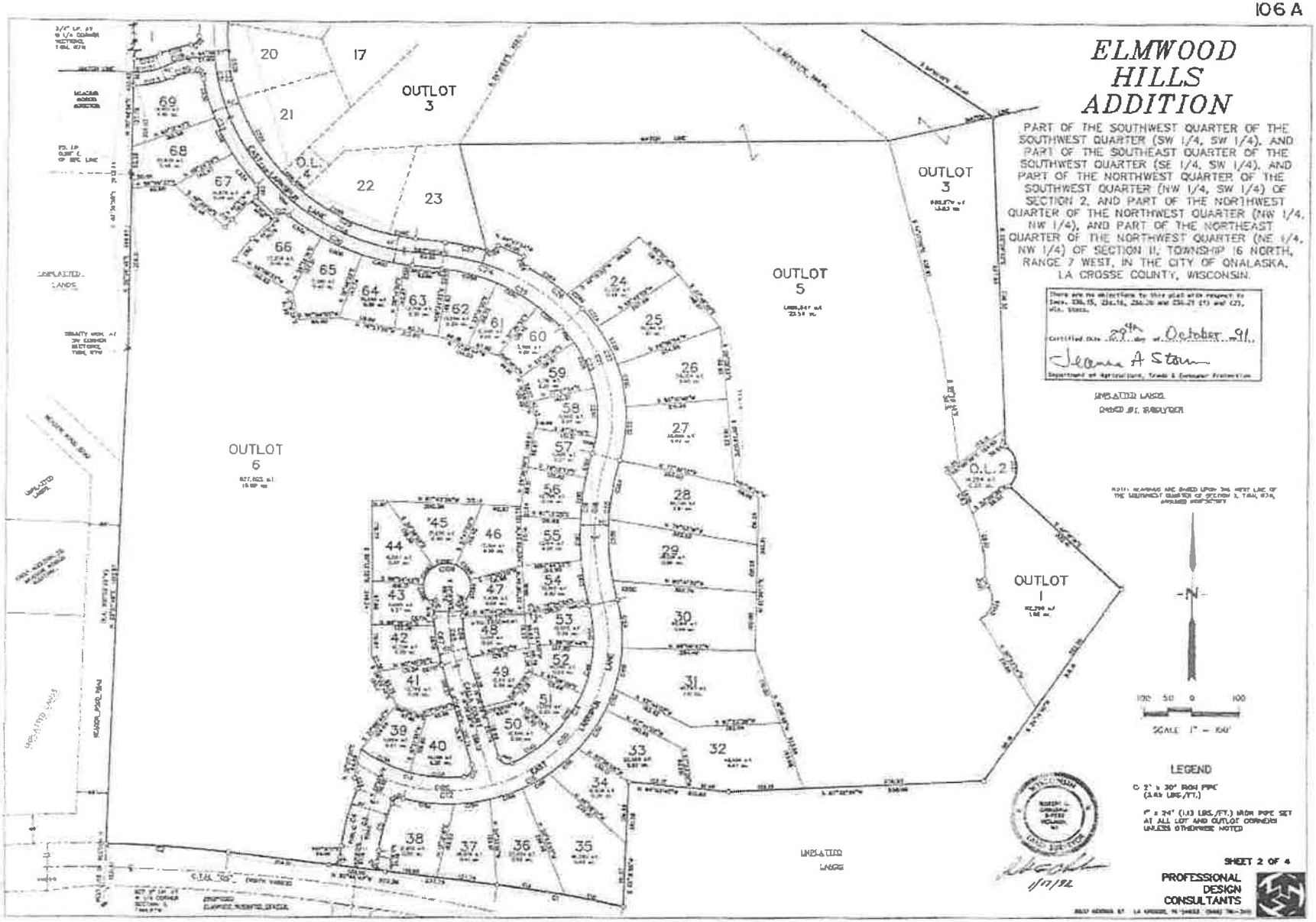
EASEMENT DETAIL

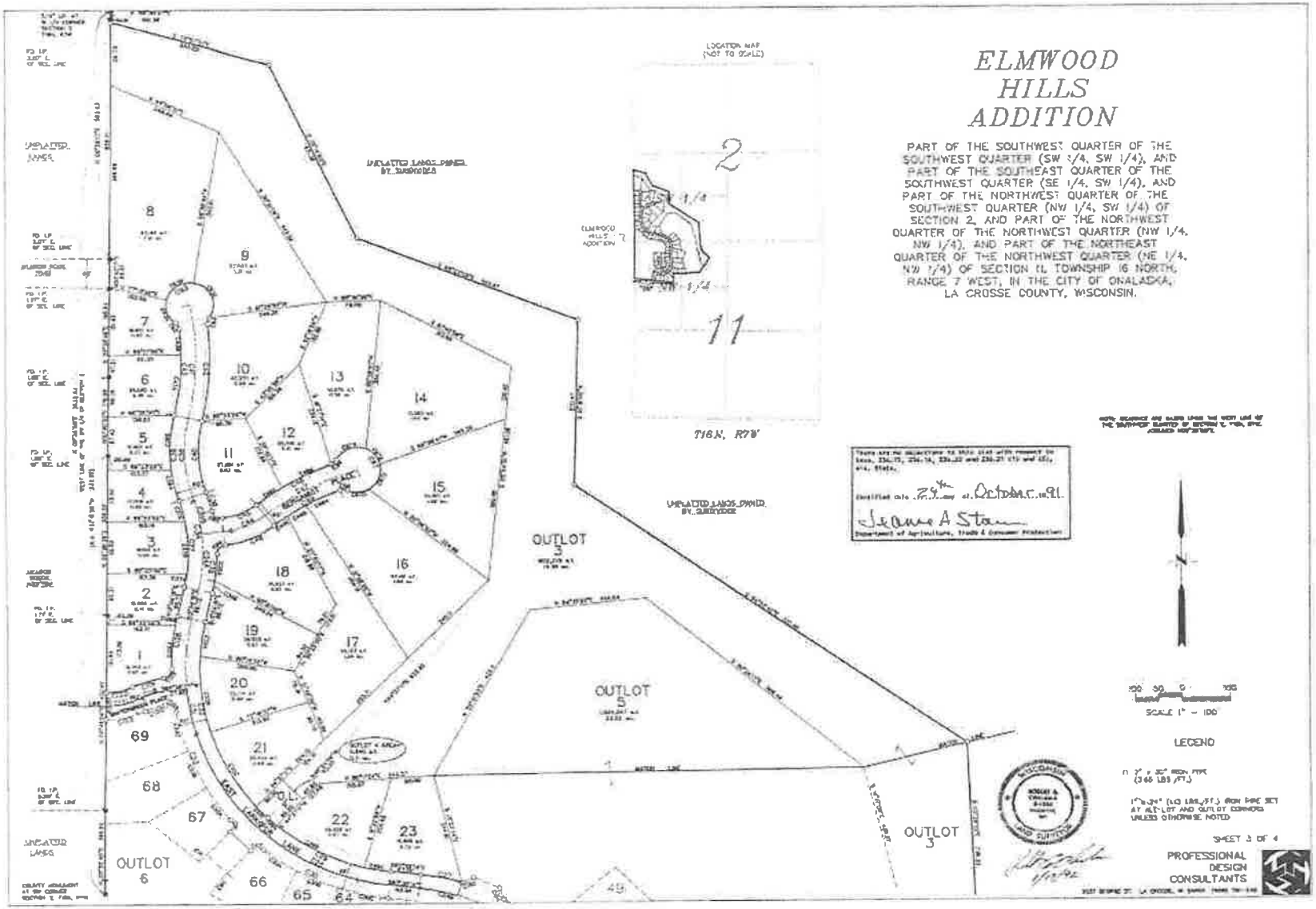


TYPICAL LOT SETBACK DETAIL

SHEET 1 OF 4

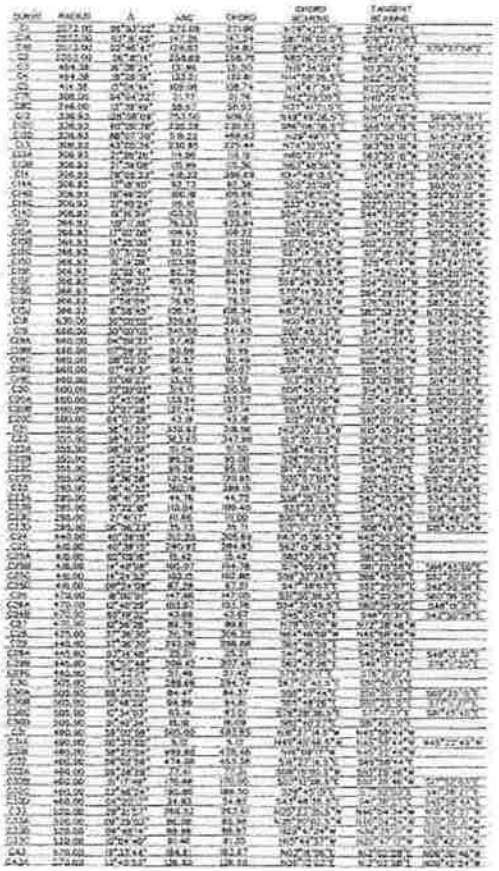
PROFESSIONAL DESIGN CONSULTANTS

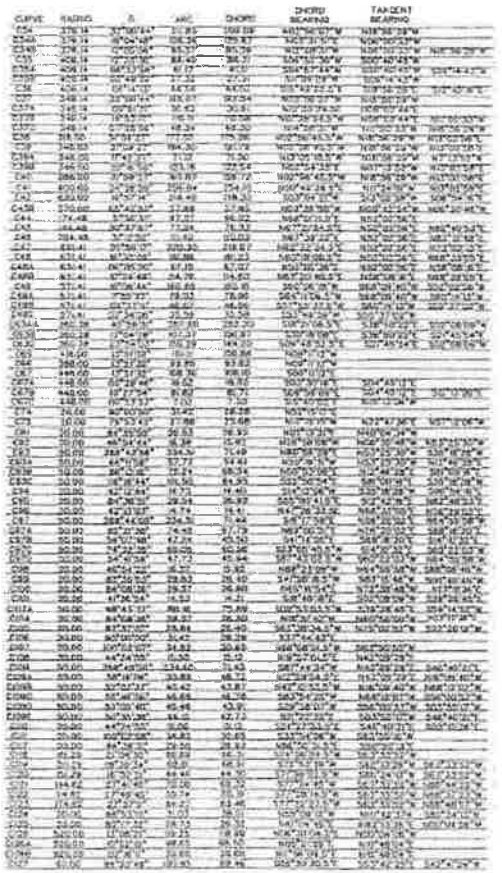

ELMWOOD HILLS ADDITION
PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW 1/4, SW 1/4), AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE 1/4, SW 1/4), AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4, SW 1/4) OF SECTION 2, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW 1/4, NW 1/4), AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4, NW 1/4) OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 7 WEST, IN THE CITY OF ONALASKA, LA CROSSE COUNTY, WISCONSIN.
OUTLOT 3
OUTLOT 5
OUTLOT 6
OUTLOT 1
O.L. 2
OUTLOT 3
UNPLATTED LANDS
LEGEND
SHEET 2 OF 4
PROFESSIONAL DESIGN CONSULTANTS

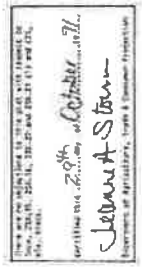

ELMWOOD
HILLS
ADDITION
PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW 1/4, SW 1/4), AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE 1/4, SW 1/4), AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4, SW 1/4) OF SECTION 2, AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW 1/4, NW 1/4), AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4, NW 1/4) OF SECTION 11, TOWNSHIP 16 NORTH, RANGE 7 WEST, IN THE CITY OF ONALASKA, LA CROSSE COUNTY, WISCONSIN.
LOCATION MAP
(NOT TO SCALE)
2
11
T16N, R7W
UNPLATTED LANDS OWNED BY SUBDIVIDER
OUTLOT 3
OUTLOT 5
OUTLOT 6
OUTLOT 3
SCALE 1" = 100
LEGEND
SHEET 3 OF 4
PROFESSIONAL DESIGN CONSULTANTS

ELMWOOD HILLS ADDITION

LA CROSSE COUNTY









SHEET 4 OF 4

PROFESSIONAL DESIGN CONSULTANTS

1062305

VOL 916 PAGE 986

RECORDED
AT 4:00 P M
JAN 22 1992
MARY C. HOLINKA
REGISTER OF DEEDS
La Crosse County, WI

DECLARATION OF RESTRICTIONS TO THE PLAT OF

ELMWOOD HILLS ADDITION TO THE CITY OF ONALASKA

Elmwood Partners Limited Partnership, a limited partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, the owner of all property within the boundaries of the plat of Elmwood Hills Addition, in the City of Onalaska, La Crosse County, Wisconsin, (the "subject real estate"), hereby makes the following declaration as to the limitations, restrictions, and uses of the land for the benefit of the present owner and all future owners of Lots 1 through 69 of Elmwood Hills Addition.

The declarations herein shall be covenants running with the land, as provided by law, and shall be binding on all parties and all persons claiming under them.

I. LAND USE

All Lots shall be used for single-family residences as provided in the R-1 Zoning District. No dwelling shall be erected, altered, placed or permitted to remain on any of said Lots other than a single-family residential dwelling with garage for a minimum of two cars.

No building previously erected elsewhere shall be moved onto any Lot except for temporary purposes approved by the Committee and no basement homes are permitted.

II. ARCHITECTURAL CONTROL

No building, fence, or outbuilding shall be erected, placed, or altered until the plans and specifications therefor and a plan showing the location and details of the structure or landscaping have been approved by the Architectural Control Committee (hereafter "Committee") as to the quality of workmanship, materials, harmony of external design with existing structures, and as to the location with respect to topography, finish grade elevations, and exterior property lines. Unless waived by the Committee, plans shall include brick or stone sufficient to accent the exterior appearance. The Committee's approval or disapproval shall be in writing. Prior to beginning work, the following shall be submitted to the Committee for approval:

a. Plans and specifications, including exterior elevations.
b. Site plan, including grading, landscaping, soil erosion control measures, and driveway location. Specifically noted should be those wooded areas that will be disturbed and those undisturbed.
c. Samples of exterior and roofing materials sufficient to evaluate color and compatibility.

d. Names of general contractor and major subcontractors.

e. Any other information requested by the Committee.

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

The construction of any building on any Lot shall be completed within six months from the date of commencement. No building shall be allowed to remain with tarpaper or building paper sheathing for a period of longer than three months. The construction site shall be picked up and reasonably free of debris at all times.

III. ARCHITECTURAL CONTROL COMMITTEE

While Elmwood Partners Limited Partnership retains ownership of any Lot, the Committee shall consist of up to three members appointed by Elmwood Partners Limited Partnership. When Elmwood Partners Limited Partnership ceases to own any Lots, a majority of the then record owners of the Lots shall have one vote per Lot and may elect three members to the Committee. The Committee's approval or disapproval as required in these Restrictions shall be in writing. The Committee shall initially consist of Paul J. Gleason, Vice President of Elmwood Real Estate Corporation.

IV. DWELLING SIZE AND VALUE

All dwellings shall contain minimum finished area as follows:

Ranch homes (including split foyer or raised ranch designs) -- 1,500 square feet (main floor)

Two story homes -- 1,800 square feet (main two levels)

Multi-level homes -- 2,000 square feet total and 1,500 square feet on two primary levels

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

All dwellings shall have a minimum value of $95,000.00 at the time of construction based upon existing construction costs as of January 1, 1992. The valuation shall include all improvements but shall not include any items of personal property or cost of the Lot. The judgement of the Committee shall be final.

V. EASEMENTS

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

Easements are hereby expressly reserved for the creation, construction and maintenance of water drainage ditches or channels. Such water drainage easements shall be confined to the rear six (6) feet of every lot and six (6) feet along each side of every lot unless a larger easement is noted on the plat. No property owner shall alter in any way, by fill or cut, any natural or preconstructed ditch or channel or block water draining within six feet of the lot lines without the written consent of the Committee nor shall any substantial cut or alteration of natural terrain other than the excavation of basements be made without the written approval of the Committee.

A landscape easement is hereby expressly reserved on the southerly 40 feet of Lots 35 to 38 where those Lots border on County Trunk Highway OS. The Committee may, from time to time, perform maintenance, modify, or improve the landscaping on this easement to enhance the attractiveness of the easement area as a whole, at no cost to the purchaser. The purchaser may not make modifications, additions, or deletions to landscaping in the easement area without written permission of the Committee. Purchasers of those Lots expressly agree to maintain the landscaping in existence at the time of purchase or as modified by the Committee in an attractive manner acceptable to the Committee. If the purchaser fails to perform basic maintenance needed to maintain the landscape easement in a condition similar to adjacent easement areas, the Committee may perform reasonable necessary maintenance and the purchaser hereby agrees to reimburse the Committee for the reasonable cost of said maintenance.

VI. SIGNS

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

VII. NOXIOUS PRACTICES

No noxious or offensive trade, activity or practice shall be carried on upon the property above described, nor shall any trade become an annoyance or a nuisance to other residents. Rubbish, trash, garbage, and other waste shall be kept in clean and sanitary containers. No incinerators are allowed.

VIII. STORAGE OF VEHICLES AND BOATS

Motor homes, camping trailers, boat trailers, boats, recreational vehicles, buses, and trucks over one ton shall not be stored or parked on any Lot or on any public street within the plat for more than 48 hours except that said items may be stored or parked within a garage. Exceptions to this may be approved by the Committee in instances where, in the opinion of the Committee, a combination of attractive fencing and vegetative cover adequately shield the parked vehicle such that it does not detract from the view from neighboring Lots. No semi-tractors and trailers shall be stored or parked on said Lots or public streets at any time except for the purpose of making deliveries or moving persons into or out of a residence.

IX. TEMPORARY RESIDENCES

No mobile home, travel trailer, motor home, basement, tent, shack, garage, barn, or other out buildings erected on this property shall be used as a temporary or permanent residence.

X. OUTDOOR LIGHTING TELEVISION DISCS AND TOWERS

Exterior lighting not attached to the dwelling shall not be placed higher than eight (8) feet. No television satellite discs may be placed or erected on any Lot. No radio or television towers may exceed fifteen (15) feet in height from ground level unless approved by the Committee.

XI. LANDSCAPING

The entire yard of each lot shall be completely sodded and landscaped within six months of issuance of an occupancy permit. Seeding of rear lots may be permitted at the discretion of the Committee. Additional time to complete the landscaping may be granted by the Committee if weather conditions prevent completion within the prescribed time. All property owners shall be required to control weeds and grasses in the areas affronting their property to include the city street right-of-way. All driveways and walkways shall be finished with concrete or other approved material by the date of occupancy.

XII. SWIMMING POOLS

Swimming pools shall generally be limited to the in-ground type except by special permission. All pools must be enclosed by a fence with a minimum height of six feet and have a gate that must be secured. Above-ground pools may be allowed at the discretion of the Committee, when adequately screened from view from neighboring Lots. In no circumstance will an above-ground pool be permitted if it extends above existing grade by more than twenty-four inches.

XIII. SUBDIVISION OF LOTS

Further subdivision of Lots shall be prohibited unless prior written approval is received from the Committee.

XIV. TERM

These restrictions shall terminate January 1, 2022 unless within one year prior to said expiration, a majority of landowners agree to continue said restrictions for successive ten year periods. Said agreement shall be written and signed by a majority of the then landowners of the land parcels and recorded in the office of the Register of Deeds.

XV. SEVERABILITY

Invalidation of any of the provisions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

XVI. REMOVAL OF FILL

The purchaser of any Lot agrees that any dirt or fill excavated from said Lot shall be offered to Elmwood Partners Limited Partnership at no charge for use and disposal at any location designated by Elmwood Partners Limited Partnership.

XVII. VIOLATION OF RESTRICTIONS

These restrictions and covenants are to run with the land and they are put into affect for the mutual benefit of all the landowners and, if any landowner in this area shall violate or attempt to violate any of the restrictions or covenants heretofore enumerated, it shall be lawful for any person or persons owning any real estate in this area to prosecute any proceeding at law or in equity against any person or persons who are violating or attempting to violate the restrictions and covenants. The persons enforcing these restrictions and covenants shall be allowed to recover monetary damages and/or injunctive relief or both. The Committee shall have final authority in determining compliance with these restrictions.

XVIII. AMENDMENT

These restrictions and covenants may be amended by a majority vote of the then record owners of Lots, except that any amendment also requires the written approval of Elmwood Partners Limited Partnership while said Partnership retains ownership of lands in the subject area.

Dated this 22nd day of January, 1992.

ELMWOOD PARTNERS LIMITED PARTNERSHIP
by: ELMWOOD REAL ESTATE CORPORATION
General Partner

Paul J. Gleason

Peggy Birschbach

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

Personally came before me this 22nd day of January, 1992, the above named Paul J. Gleason and Peggy Birschbach to me known to be the persons who executed the foregoing instrument and acknowledged the same.

John E. Flynn
Notary Public, La Crosse County, WI
My Commission is permanent

JOHN E. FLYNN NOTARY PUBLIC STATE OF WISCONSIN