Residential Declaration of Covenants, Conditions and Restrictions for Cole Addition Ten

Document Number | Document Title

DocId:8570919
Tx:4235478

1854565
LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

RECORDED ON
09/15/2026 11:30 AM
PAGE COUNT: 18
EXEMPT #:
RECORDING FEE **30.00**

Recording Area

Name and Return Address

Attorney Robert P. Smyth
JOHNS, FLAHERTY & COLLINS, S.C.
205 5th Avenue South, Suite 600
La Crosse, WI 54601

Lots Thirteen, Fourteen, Fifteen, Sixteen, and Seventeen in Block Six;
Lots Twelve, Thirteen, Fourteen, Fifteen, Sixteen, Seventeen, Eighteen, Nineteen, Twenty, Twenty-One, and Twenty-Two in Block Ten;
Lots Nine and Ten in Block Twelve; and
Lots Thirteen, Fourteen, and Fifteen in Block Thirteen;
all in Cole Addition Ten to the Village of Holmen,
La Crosse County, Wisconsin.

14-01285-605 and 14-00166-023

Parcel Identification Number (PIN)

Document drafted by:
Attorney Robert P.Smyth
JOHNS, FLAHERTY & COLLINS, S.C.
205 5th Avenue S., #600
La Crosse, WI 54601

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

RESIDENTIAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COLE ADDITION TEN
TABLE OF CONTENTS

		Page No.
RECITALS		4
DECLARATION		4
	ARTICLE I	
	DEFINITIONS	
1.01	ARC	4
1.02	Declaration	4
1.03	Developer	4
1.04	Improvement	4
1.05	Lot	5
1.06	Occupant	5
1.07	Owner	5
1.08	Property	5
	ARTICLE II	
	EASEMENTS	
2.01	Reservation of General Access Easement	5
2.02	Reservation of Easement for Stormwater Drainage	5
	ARTICLE III	
	ARCHITECTURAL REVIEW COMMITTEE AND APPROVALS	
3.01	Purpose of the ARC	6
3.02	Composition of the ARC	6
3.03	Continuation of the ARC	6
3.04	Procedure and Meetings	6
3.05	Approval of Plans and Specifications	7
3.06	ARC Not Continued	8
3.07	No Implied Variance	8
3.08	Subsurface Conditions	8
	ARTICLE IV	
	USE AND DEVELOPMENT RESTRICTIONS AND ARCHITECTURAL STANDARDS	
4.01	General Use Restriction	9
4.02	Underground Utilities	9
4.03	Utility Meters and HVAC Equipment	9

		Page No.
4.04	Lot Corners	9
4.05	Satellite Dishes and Antennae	9
4.06	Building Setbacks	9
4.07	Vehicles, Machinery and Equipment	10
4.08	Driveways and Parking Areas	10
4.09	Lawn Areas	10
4.10	Windows and Window Treatments	10
4.11	Exterior Lighting	10
4.12	Play Equipment	10
4.13	Signage	10
4.14	Clotheslines	10
4.15	Noxious Practices	11
4.16	Noxious or Objectionable Colors	11
4.17	Variances	11

ARTICLE V
OWNER'S RESPONSIBILITIES

5.01	Approvals	11
5.02	Construction Period	11
5.03	Commencement and Completion of Construction	11
5.04	Erosion Control	11
5.05	General Maintenance	12

ARTICLE VI
CASUALTY AND CONDEMNATION

6.01	Damage or Destruction	12
6.02	Condemnation of Lots or Dwellings	12

ARTICLE VII
TERM AND AMENDMENTS

7.01	Term	12
7.02	Amendment by Developer	13
7.03	Amendment by Owners	13

ARTICLE VIII
ENFORCEMENT

8.01	Enforcement	13

Page No.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.01	Rezoning	14
9.02	Further Subdivision	14
9.03	Severability	14
9.04	Captions and Headings	14
9.05	Pronouns and Plurals	14
9.06	Binding Effect	14
9.07	Conflict or Ambiguity	14
9.08	Interpretation	14
9.09	Rights of Third Parties	15
9.10	No Trespass	15
9.11	No Partition	15
9.12	Reservation of Rights	15
9.13	Standards for Review	15
9.14	Oral Statements	15
9.15	Notices	15
9.16	Assignment	16
9.17	No Waiver	16

LaCrosse County 1854565 Page 4 of 18

RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

This Residential Declaration of Covenants, Conditions and Restrictions ("Declaration") is made on the date hereafter stated by Elmwood Partners Limited Partnership, a Wisconsin limited partnership ("Developer").

RECITALS

Developer is the owner of Lots Thirteen, Fourteen, Fifteen, Sixteen, and Seventeen in Block Six; Lots Twelve, Thirteen, Fourteen, Fifteen, Sixteen, Seventeen, Eighteen, Nineteen, Twenty, Twenty-One, and Twenty-Two in Block Ten; Lots Nine and Ten in Block Twelve; and Lots Thirteen, Fourteen, and Fifteen in Block Thirteen; all in Cole Addition Ten to the Village of Holmen, La Crosse County, Wisconsin. ("Property"). Developer desires to make the Property subject to all of the covenants, conditions and restrictions of this Declaration for the purpose of protecting the value and desirability of the Property.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property is and shall be subject to all of the provisions of this Declaration and shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to all of the provisions of this Declaration, which provisions shall run with the title to the Property and shall be binding upon and inure to the benefit of Developer and all Owners of the Property.

ARTICLE I
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:

1.01. ARC. The term "ARC" shall mean the architectural review committee as established herein.

1.02 Declaration. The term "Declaration" shall mean this Residential Declaration of Covenants, Conditions and Restrictions and all amendments thereto.

1.03. Developer. The term "Developer" shall mean Elmwood Partners Limited Partnership, a Wisconsin limited partnership, its successors and assigns.

1.04 Improvement. The term "Improvement" shall mean and refer to any building, structure, object or device constructed, erected or placed upon any Lot which in any way affects the exterior appearance of the Lot. Improvements shall include by way of illustration and not limitation, buildings, sheds, foundations,

structures, mailboxes, decks, patios, swimming pools, utility lines, roads, driveways, walkways, paving, curbing, parking areas, grading, excavation, trees, shrubbery, landscaping, fences, exterior lighting, screening, walls, signs and any other man-made changes or alterations to the condition of the Lot on the date of this Declaration.

1.05. Lot. The term "Lot" shall mean any of the Lots in Cole Addition Ten to the Village of Holmen, La Crosse County, Wisconsin, and any Improvements located thereon. In the event that any Lots are combined or subdivided pursuant to Article 9.02 hereof, then each new parcel created by said approved combination or subdivision shall thereafter be considered a Lot.

1.06. Occupant. The term "Occupant" shall mean and include any Owner and the family members, guests, tenants, agents, servants, employees and invitees of any Owner, and any other person who occupies or uses any Lot. All actions or omissions of any Occupant are and shall be deemed the actions or omissions of the Owner.

1.07. Owner. The term "Owner" shall mean and refer to the record owner, including Developer, of fee simple title to any Lot. A land contract purchaser shall be considered an Owner after the date of closing of the land contract.

1.08. Property. The term "Property" shall mean all of the Lots in Cole Addition Ten to the Village of Holmen, La Crosse County, Wisconsin, and any Improvements thereon, or any portion thereof.

ARTICLE II
EASEMENTS

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

202. Reservation of Easement for Stormwater Drainage. Developer does hereby establish and reserve for itself and the ARC and their respective agents, employees, successors and assigns, for the benefit of all Owners of any portion of the Property, a permanent and perpetual non-exclusive easement appurtenant

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

ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE AND APPROVALS

3.01. Purpose of the ARC. The purpose of the ARC shall be to approve, approve with conditions or disapprove any plans and specifications for any proposed Improvement that are submitted to the ARC, to respond to inquiries from any Owner regarding this Declaration and to take any enforcement or other action that is both authorized by this Declaration and deemed appropriate by the ARC in the circumstances.

3.02. Composition of the ARC. The ARC shall consist initially of the Developer, Elmwood Partners Limited Partnership. Developer may appoint up to two additional members to serve on the ARC with Developer. Any members so appointed may be removed by Developer at any time. Developer and any members appointed by Developer shall cease to be members of the ARC on a date that is one year after the first day on which Developer no longer owns any portion of the Property. Notwithstanding the above, Developer may resign from the ARC (which resignation shall also be effective for any members appointed by Developer) by giving written notice to each Owner.

3.03. Continuation of the ARC. If a majority of the Owners wish to continue the ARC beyond the date Developer and members appointed by Developer cease to be members of the ARC, then the Owners shall elect three Owners to serve on the ARC. One Owner shall be elected for a one-year term, one for a two-year term and one for a three-year term. Thereafter one Owner shall be elected or re-elected each year for a three-year term to take the place of the Owner whose term is expiring. Said elections shall be by majority vote of the Owners present in person or by proxy at a meeting of Owners called by written notice for this purpose.

3.04. Procedure and Meetings. While Developer serves as a member of the ARC, meetings shall be held at such time and place as Developer determines is necessary to conduct the business of the ARC. Thereafter the scheduling of meetings shall be determined by the members of the ARC. A majority of the members shall constitute a quorum of the ARC for the transaction of business and the affirmative vote of a majority of those members 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 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.

3.05. Approval of Plans and Specifications.

A. No Improvement (as defined in Article 1.04) of any kind shall be erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot unless plans and specifications therefore have been submitted to and approved by the ARC.

B. The ARC is hereby authorized and empowered to approve, approve with conditions or disapprove all plans and specifications for any Improvements on any part of the Property. Prior to commencement of any Improvement on any Lot, the Owner thereof shall submit to the ARC plans and specifications and all related information requested by the ARC for the purpose of evaluating the proposed Improvement. It is the sole responsibility of the Owner to consult with the ARC to determine what information the ARC believes is necessary to adequately evaluate the proposed Improvement.

C. The ARC shall, in its sole discretion, approve, approve with conditions or disapprove any proposed Improvement. Notwithstanding anything herein to the contrary, no ARC approval is required for an Owner to make interior improvements and alterations that do not affect exterior appearance.

D. The ARC's decision to approve, approve with conditions or disapprove any proposed Improvement may be based on any grounds that the ARC believes in good faith to be appropriate, including but not limited to purely aesthetic considerations, failure to comply with any provisions of this Declaration, failure to provide requested information, objection to exterior design, appearance or materials, objection on the grounds of incompatibility with other Improvements on the Property, objection to the landscaping plan, color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement or any other matter which, in the sole judgment of the ARC, would render the proposed Improvement inappropriate for the Property. Approval of plans and specifications by the ARC for Improvements to one particular Lot shall not be deemed an approval, or otherwise obligate the ARC to approve similar plans and specifications or any of the features or elements thereof for any other Lot.

E. In the event the ARC fails to approve plans and specifications for any proposed Improvement within thirty (30) days after receipt by the ARC, then those plans and specifications will be deemed to have been disapproved.

F. Any revisions, modifications or changes to any plans and specifications previously approved by the ARC must be approved in the same manner as the original plans and specifications.

G. If construction of approved Improvements has not substantially commenced within one year of approval, then the original approval shall be void and the Owner shall resubmit all plans and specifications to the ARC for approval in the manner specified above.

H. It is the sole responsibility of the Owner to secure approval for all aspects of any proposed Improvement. Any Improvement that is constructed, erected or placed on any Lot without approval of the ARC shall be deemed disapproved for a period of three years from the date of completion of the Improvement. In the event that an action for enforcement with respect to the disapproved Improvement is not undertaken pursuant to Article VIII of this Declaration within three years of the date of completion, then that Improvement shall be deemed approved. Notwithstanding the above, the ARC shall have the authority, in its sole discretion, to approve an Improvement after its completion, if the ARC believes the Improvement would have been approved had the appropriate plans and specifications been submitted to the ARC prior to the start of the Improvement.

3.06. ARC Not Continued. In the event that the Owners do not continue the ARC as permitted by Article 3.03 hereof beyond the date Developer and members appointed by Developers cease to be members of the ARC, then the approvals under Article 3.05 hereof are no longer required. However, regardless of the existence of the ARC, the restrictions contained in Article IV are applicable to all Improvements.

3.07. No Implied Variance. The approval of any plans and specifications under this Article III shall not be presumed to grant any variance from the provisions of Article IV of this Declaration, unless the specific provisions of Article 4.17 are also complied with.

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

of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any Improvements contemplated thereon.

ARTICLE IV
USE AND DEVELOPMENT RESTRICTIONS AND ARCHITECTURAL STANDARDS

4.01. General Use Restriction. Each Lot shall be used for residential use only as permitted by local zoning. Enclosed parking for at least two vehicles per residence is required. Accessory buildings may also be permitted. No trade or business of any kind may be carried on in or from any Lot. The use of any portion of a Lot as an office by an Owner or Occupant shall not be considered a violation of this Declaration if such use does not create customer, client or employee traffic.

No building previously erected elsewhere shall be moved onto any Lot. No basement homes are permitted. No mobile home, travel trailer, motorhome, tent, shack, garage, barn or other accessory building shall be used as a temporary or permanent residence.

4.02. Underground Utilities. All utility lines, 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.

4.03. Utility Meters and HVAC Equipment. All utility meters, HVAC equipment, electrical transformers, telephone and cable television pedestals or junction boxes located on any Lot shall, to the extent practicable, be located on the side or rear of the house and screened from view.

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

4.05. Satellite Dishes and Antennae. One satellite dish not greater than twenty-four inches ("24") in diameter may be attached to the house or mounted adjacent to the house so long as it is of a neutral color and the highest portion of the dish is lower than the nearest roof peak. No other satellite dishes, radio antenna, radio receiver, aerial or other similar device may be installed on any Lot unless it is contained entirely within the interior of a building and is not visible from any street or other Lot.

4.06. Building Setbacks. The Owner shall comply with all Village of Holmen setback requirements. In addition, any garage door facing a street must be not more than twelve feet closer to the street than the front façade of the house and

shall not be wider than necessary to accommodate three vehicles. Notwithstanding the above, the exact location, both horizontal and vertical, of any Improvement on any Lot shall be subject to the approval of the ARC.

4.07. Vehicles, Machinery and Equipment. Motorhomes, mobile homes, any vehicles not normally used by the general public for daily passenger use, trailers of any kind, campers, motorcycles, bicycles, 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, inoperable vehicles of any type and any other similar types of vehicles, machinery and equipment shall not be permitted, stored or allowed to remain on any Lot unless the same is placed, stored and maintained within a fully enclosed structure on such Lot. No vehicle shall be parked on any non-paved area. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment on any Lot except within enclosed garages or workshops or for emergency repairs only.

4.08. Driveways and Parking Areas. All driveways and parking areas on any Lot shall be constructed of concrete or brick pavers.

4.09. Lawn Areas. All areas of the lawn located between the house and any street, and all side yard areas extending to the rear corner of the house, shall be sodded. Rear yards may be seeded.

4.10. Windows and Window Treatments. Reflective window coverings are not permitted on the exterior of any windows. No window treatments are permitted except shades, blinds or other materials designed, manufactured and intended for that specific use. Windows and window treatments visible from the exterior are considered Improvements subject to the provisions of Article 3.05 of this Declaration.

4.11. Exterior Lighting. All exterior lighting should be directed downward and shielded in a manner that minimizes the impact on other Lots.

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

4.13. Signage. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than four (4) square feet located in the front yard advertising the property for sale or advertising the name of the home builder during the construction period.

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

4.15. Noxious Practices. No noxious or offensive activity or practice shall be carried on upon the Property, nor shall any activity or practice become an annoyance or nuisance to other Owners or Occupants. Rubbish, trash, garbage and other waste shall be kept in clean and sanitary containers and stored within a garage.

4.16. Noxious or Objectionable Colors. Variety in colors, and multiple colors on a home are encouraged. However individual colors or color schemes that are regarded as noxious or objectionable by the ARC are not permitted.

4.17. Variances. The ARC, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to this Article IV. A request for a variance shall be submitted to the ARC by the Owner in writing. No variance shall be effective unless granted by the ARC in writing. The approval of any plans and specifications under the procedure established in Article III of this Declaration shall not be presumed to grant any variance unless specifically granted under the provisions of this Article 4.17.

ARTICLE V
OWNER'S RESPONSIBILITIES

5.01. Approvals. It is the sole responsibility of the Owner to secure approval for all aspects of any proposed Improvement. In the event that any Improvement or aspect thereof is constructed, erected or placed on any Lot without approval of the ARC, and the ARC requests removal of said Improvement, the Owner will comply with said request promptly and restore the disturbed portion of the Lot to its condition prior to commencement of the Improvement.

5.02. Construction Period. During the construction of any Improvements, all Lots shall be maintained in a clean condition, free of debris and waste material. All unused construction materials shall be stored, to the extent practicable, out of view from any street. All construction trash, debris and rubbish shall be properly disposed of off of the Property or contained within a dumpster.

5.03. Commencement and Completion of Construction. Upon commencement of construction of any Improvement, work thereon shall be prosecuted diligently and continuously and shall be completed within one (1) year of the commencement date of said construction.

5.04. Erosion Control. No Owner shall allow dirt, mud, gravel or other substances to collect or remain on any street or on any other Lot. Each Owner shall cause all such dirt, mud, gravel and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of Improvements prior to such vehicle traveling on any street adjacent to the Property. Each Owner shall install and maintain at the Owner's cost all erosion control measures

requested by the ARC or the Developer for the purpose of preventing soil material from eroding from the Owner's Lot onto adjacent Lots or the street. Regardless of the foregoing, it shall be the Owner's responsibility to promptly clean up, repair and restore any damage caused by erosion from the Owner's Lot to adjacent Lots or the street.

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

ARTICLE VI
CASUALTY AND CONDEMNATION

6.01. Damage or Destruction. In the event of any fire or any other casualty which damages or destroys any portion of any Lot, the Owner shall promptly repair and otherwise restore such Lot to the condition in which the same existed immediately prior to such damage; provided, however, that any such restoration or repair shall be subject to compliance with all of the terms and provisions of this Declaration. In the event of complete destruction of the Improvement, then the Owner shall promptly clear away any remaining debris and shall leave such Lot and any remaining Improvements in a clean, orderly and safe condition.

6.02. Condemnation of Lots or Dwellings. In the event that all or any portion of a Lot is taken as a result of in lieu of or in anticipation of the exercise of the right of eminent domain or condemnation, then, to the extent practicable, the Owner of such Lot shall promptly repair, reconstruct, rebuild and otherwise restore the remaining portions of the Lot subject to such taking as nearly as practicable to the condition in which the same existed immediately prior to such taking; provided, however, that any such restoration shall be subject to compliance with all of the terms and provisions of this Declaration. In the event the restoration is impracticable or would otherwise violate any of the terms and provisions of this Declaration, then such Owner shall promptly clear away any remaining Improvements damaged or destroyed by such taking and shall leave such Lot and any remaining Improvements in a clean, orderly and safe condition.

ARTICLE VII
TERM AND AMENDMENTS

7.01. Term. The 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 their 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 or more of the Lots agreeing to terminate or modify this Declaration has been recorded in the office of the Register of Deeds of La Crosse, County, Wisconsin.

7.02 Amendment by Developer. So long as Developer is also an Owner, as defined in Article 1.07 of this Declaration, Developer may amend this Declaration by a written instrument filed and recorded in the office of the Register of Deeds of La Crosse County, Wisconsin, without obtaining the approval of any other Owner. Any amendment made pursuant to this Article 7.02 shall be certified by Developer and shall be effective upon recording. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by all amendments permitted by this Article 7.02 and further agrees that, if requested to do so by Developer, such Owner will consent in writing to such amendment.

7.03 Amendment by Owners. Except for amendments under Article 7.02 hereof, any amendments to this Declaration shall be executed by the Owners of at least two-thirds of the Lots, shall be consented to by Developer if Developer owns any of the Lots, and shall be recorded in the office of the Register of Deeds of La Crosse County.

ARTICLE VIII
ENFORCEMENT

8.01 Enforcement. In the event any of the provisions of this Declaration are breached or are otherwise not being complied with in all respects by the Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of such Owner or Occupant, then the Developer or the ARC shall have the right and authority, at its option to (a) enjoin such violation or non-compliance and/or (b) through their designated agent, employees, representatives and independent contractors, enter upon such lot or dwelling and take all action necessary to extinguish or correct such violation or breach. Any other Owner or Owners shall have the right and authority, at its/their option, to enjoin such violation or non-compliance.

All costs and expenses incurred by the ARC or Developer in enforcing any of the provisions of this Declaration that are in violation or non-compliance including without limitation, attorney fees, court costs, expenses and witness fees, shall be paid by such Owner who has violated or breached any of the provisions of this Declaration. Non-payment of the costs and expenses by the Owner who has violated or breached the provisions shall constitute a lien upon the premises of the Owner's Property, wherein the breach or non-compliance has occurred. Costs and expenses incurred by an Owner or Owners seeking enforcement for violations or non-compliance shall be determined by the Court finding a violation or noncompliance of any provisions of this Declaration.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.01. Rezoning. No owner may rezone any portion of the property without permission of the ARC.

9.02. Further Subdivision. No Lot or Lots may be combined or subdivided without the prior written consent of the ARC.

9.03. Severability. If any provisions of this Declaration or the application thereof to any person or circumstance 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.

9.04. 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.

9.05. 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.

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

9.07. 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. 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.

9.08. 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 the Developer, will best effect the intent of the general plan of development for the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by

implication so as to make them fully effective. The provisions of this Declaration shall be given force and effect, notwithstanding the existence of any zoning or building codes which are less restrictive. The effective date of this Declaration shall be the date hereof. This Declaration shall be construed under and in accordance with the laws of the State of Wisconsin.

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

9.10. No Trespass. Whenever the Developer, the ARC and their respective agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon any Lot to take any action permitted herein, the entering thereon and the taking of such action shall not be deemed a trespass.

9.11. No Partition. Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

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

9.13. 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.

9.14. Oral Statements. 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.

9.15. 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. All notices to the ARC shall be delivered or sent in care of Developer to Elmwood Partners Limited Partnership, 1859 Sand Lake Road, Onalaska, WI 54650, or to 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 address as Developer shall specify.

9.16. 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.

9.17. 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 additional rights, remedies and privileges as may be available to such party at law or in equity. The failure at any time to enforce any covenant, condition or restriction set forth herein shall in no event be deemed a waiver of the right to enforce such covenant, condition or restriction.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed as of this 15th day of September 2026.

ELMWOOD PARTNERS LIMITED PARTNERSHIP, a Wisconsin Limited Partnership By: Elmwood Corporation, Its Sole General Partner

BY: _____
Paul J. Gleason, Sr. Vice President

ATTEST: _____
Kevin Fry, Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that the above named corporate officers, personally known to me to be the same persons who executed the foregoing instrument, appeared before me this day, in person, and severally acknowledged that they signed and delivered the said instrument, pursuant to authority given by the ELMWOOD PARTNERS LIMITED PARTNERSHIP, a Wisconsin Limited Partnership, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of September 2026.

Heidi Roe
Notary Public, State of Wisconsin

_____
Notary Public, State of WI
My Commission (is permanent) (expires): 8/19/2030