

AUG 11 1989

VOL 849 PAGE 159

RECORDED
T. *at 10:00 AM*
M
MORIS L. PICH

5/12/89

REGISTER OF DEEDS SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS
a La Crosse County, WI TO "INNSBRUCK SOUTH" AND DECLARATION OF RESTRICTIONS
TO "INNSBRUCK NORTH"

The undersigned, being a majority of the homeowners of Innsbruck South, do hereby amend the Declaration of Restrictions to "Innsbruck South". The original Declaration of Restrictions to "Innsbruck South" is dated November 15, 1976 and was recorded on November 16, 1976 at Volume 582 of Records, Page 917 through Page 919, as Document No. 863699 in the La Crosse County Register of Deeds office. An Amendment to that original Declaration of Restrictions to "Innsbruck South" was recorded in the office of the La Crosse County Register of Deeds on September 14, 1987 as Document No. 999850 at Volume 802 of Records, pages 796 through 808. These amendments are made in accordance with Article XV of that original Declaration and Article XXVIII of the First Amendment thereto. The "Innsbruck South" property is located in the Town of Hamilton and the Town of Onalaska, La Crosse County, Wisconsin and is described as follows:

See Exhibit "A"

The undersigned, being the owners of all of the property known as "Innsbruck North" do hereby make the following Declaration as to limitations, restrictions and uses of land for the benefit of the present owners and all future owners of parcels of land located in "Innsbruck North". The property known as "Innsbruck North" is located in the Town of Hamilton and Town of Onalaska, La Crosse County, Wisconsin and is described as follows:

See Exhibit "B"

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; these declarations of restrictions are designed for the purpose of keeping the "Innsbruck South" and "Innsbruck North" development an area which is desirable, uniform and suitable in architectural design and use as specified herein.

The following restrictions shall govern all of the property located in "Innsbruck South" and "Innsbruck North". The provisions of the original Declaration of Restrictions to "Innsbruck South" shall be amended so as to conform in their entirety with the following provisions. Any portions of the original Declaration of Restrictions as to "Innsbruck South" which survive this amendment, as well as the additions and changes thereto, are set forth fully herein.

I. MINIMUM LOT SIZE

The minimum size of a lot in "Innsbruck South" shall be 1.5 acres. The minimum size of a lot in "Innsbruck North" shall be 5 acres.

II. SUBDIVISION OF LOTS

The lots contained in "Innsbruck South" are as shown on Exhibit "C" attached hereto. The lots contained in "Innsbruck North" are as shown on Exhibit "D" attached hereto. No lot may be split, subdivided or otherwise conveyed so as to create more than one separate parcel.

III. LAND USE AND BUILDING TYPE

No building or structure of any kind whatsoever other than a single family dwelling house and garage shall be erected on any lot, and any such dwelling house shall be used for single family residential purposes only.

IV. NUMBER OF BUILDINGS PER LOT

Not more than one single family dwelling house may be built on any one lot.

V. GARAGES

Each lot shall have a garage constructed thereon for no less than two cars. Such garage need not be attached to the single family dwelling house erected thereon, but shall be consistent in architectural style with such house. The garage shall be part of the site plan to be submitted to the Architectural and Environmental Control Committee for approval hereunder, and that committee shall have the right to approve or disapprove of the style, location and grade of such garage. No more than one garage or outbuilding shall be constructed on any lot in Innsbruck South or Innsbruck North.

VI. BUILDING OTHER THAN DWELLINGS AND GARAGES

No building previously erected elsewhere shall be moved onto any parcel of land. No mobile home, trailer, tent, shack, garage, barn, or other outbuilding shall be permitted to be erected or maintained. No structure, including a basement, partially completed dwelling house, or garage, shall

be permitted to be used as a residence, whether such use is temporary or permanent.

VII. CONSTRUCTION PERIOD

Any building erected on any parcel of land shall be completed within 6 months from date of commencement and no building shall be allowed to remain with tarpaper or building paper sheathing for a period of longer than 4 months.

VIII. ARCHITECTURAL AND ENVIRONMENTAL CONTROL

No building shall be erected, placed or altered on any parcel of land until the construction plans and specifications and a site plan showing the location and grade of the structure have been approved in writing by the Architectural and Environmental Control Committee. The Architectural and Environmental Control Committee shall have the right to approve or disapprove as to the quality of workmanship and materials, harmony of external design with existing structures, location with respect to topographical finish grade elevations, exterior property lines and compliance with all other provisions of this Declaration of Restrictions. All buildings shall have an exterior of wood siding, brick, stone or any combination thereof; and the exterior color shall be one which will complement the natural environment of the area. The purpose of these provisions is to preserve the natural grade, terrain and general appearance of the area insofar as possible, and to eliminate any excessive cut or fill in order to perpetuate and exemplify the natural beauty of the area for the benefit of the lot owners.

Req.

IX. MINIMUM FLOOR PLAN SIZE

The enclosed floor area of any single family dwelling house, exclusive of porches and garages, shall be not less than 1,500 square feet.

X. BUILDING LINE AND HEIGHT RESTRICTIONS

Except as to houses, appurtenances or garages existing prior to the date hereof, no portion of any house, appurtenance or garage shall be less than 50 feet from any line of any lot, unless otherwise specifically approved in writing by unanimous vote of the members of the Architectural and Environmental Control Committee. No building shall be more than three stories in height, and shall not exceed 40

feet in height from the top of the floor of the first story to the underside of the ceiling of the highest story.

XI. ADDITIONS ABOVE PRESENT STRUCTURE

No addition to or alteration of any existing building, or any structure or sign shall be constructed or erected above the highest roof line of any structure, except chimneys and antennas.

XII. MINIMUM COST OF RESIDENCE

No residence shall be built costing, when completed, less than \$75,000.00, exclusive of the cost of the land and water hookup charge. This minimum cost shall be adjusted for inflation annually in accordance with the Consumer Price Index for urban and clerical workers for the Milwaukee, Wisconsin area, or such other similar index as may be in use at the time of such adjustment.

XIII. OUTDOOR LIGHTING

Any exterior lighting shall be approved in advance of installation in writing by the Architectural and Environmental Control Committee.

XIV. TREES

Removal of any live tree on any parcel of land shall be approved in advance in writing by the Architectural and Environmental Control Committee.

XV. FENCING

No fence or wall shall be erected or maintained without obtaining the prior written approval of the Architectural and Environmental Control Committee as to the construction style, material content and location of such fence or wall.

XVI. SWIMMING POOLS

Except as to swimming pools existing prior to the date of the adoption of the amendments and Declaration, no swimming pool shall be erected or maintained without obtaining the prior written approval of the Architectural and Environmental

Control Committee as to the construction style, material content and location of such swimming pool.

XVII. MISCELLANEOUS PROVISIONS

All driveways shall be asphalt paved.

All mailboxes shall be constructed in accordance with the style currently in use in "Innsbruck South".

All LP gas and other storage tanks shall be visually screened or installed so as not to interfere with the natural landscape. No LP gas or other storage tanks shall be installed or maintained without the prior written approval of the Architectural and Environmental Control Committee as to location and visual screening of such tank.

Except as to structures existing prior to the date of the adoption of the amendments and Declaration, no clothes line poles or apparatus, satellite antenna dishes, or antenna towers shall be erected or maintained without the prior written approval of the Architectural and Environmental Control Committee as to construction style, material content and location.

XVIII. WELLS

All single family dwelling houses shall be served by the Innsbruck Well Trust. No private well shall be constructed, permitted or maintained.

XIX. EASEMENTS

Easements for installation and maintenance of utilities are reserved in each parcel and shall be eight (8) feet in width running parallel and adjacent to the existing sixty-six (66) foot wide right of way established for road purposes to serve all parcels of "Innsbruck South" and "Innsbruck North".

XX. GRADES

No property owner shall alter in any way by fill or cut, any natural or pre-constructed drainage ditch or channel without the written consent of the Architectural and Environmental Control Committee, nor shall any substantial cut or alternation of natural terrain, other than the excavation of basements, be made without first obtaining the written

approval of the Architectural and Environmental Control Committee.

XXI. ANIMALS

No domestic animals, chicken or other fowl, may be kept on any parcel of land, except that any property owner may keep not more than two dogs or cats. No horse, cow, hog, goat, sheep, chickens, domestic fowl, or similar animal shall be kept or maintained, nor shall any commercial dog kennel or other animal shelter or similar facility be kept or maintained.

XXII. GARBAGE AND REFUSE DISPOSAL

No parcel of land shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Incineration, enclosed or otherwise, of waste material or trash shall not be permitted.

XXIII. 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 square foot, one sign not more than three square feet advertising the property for sale, or signs used by a builder to advertising the property during the construction and sales period.

XXIV. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

XXV. USE OF OPEN LANDS

Open lands that are included in a parcel of land shall be restricted to the following uses: production of hay, gardening and forestry. It is further required that noxious weeds will be controlled on all open lands and that proper conservation practices will be applied to these lands.

XXVI. HIGHWAY RIGHT-OF-WAY MAINTENANCE

All property owners shall be required to control weeds and grasses in the area affronting their property, including the township highway right-of-way.

XXVII. ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

MEMBERSHIP: The Architectural and Environmental Control Committees shall consist of three members: two homeowners and a local architect. A majority of the committee may designate a representative to act for them. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. ~~The members of the committee shall not be entitled to any compensation for services performed pursuant to this covenant.~~
PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing and shall be given within 30 days after a written request and all other necessary information, including plans and specifications, where appropriate, is submitted.

XXVIII. GENERAL PROVISIONS

TERM: These covenants are to run with the parcels of land designated as "Innsbruck South" and "Innsbruck North" and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then homeowners of the land parcels has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT: Enforcement may be made by the Architectural and Environmental Control Committee, representing the Innsbruck Homeowners Association, or any lot owner and shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

In addition, any dispute hereunder may be submitted to arbitration pursuant to Chapter 788 of the Wisconsin Statutes. In the event a party elects to arbitrate a dispute, such election shall not prejudice the right of that party to seek injunctive relief from a court of law to enforce such arbitration decision or to maintain the status quo or prevent further violation pending such decision.

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

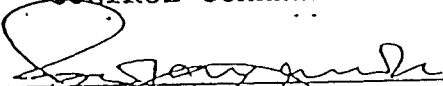
AMENDMENT PROCEDURE: These covenants may be amended by a majority vote of the homeowners of the lots of "Innsbruck South" and "Innsbruck North".

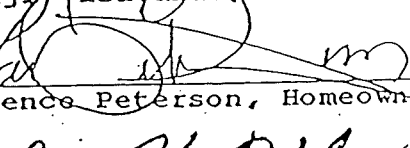
Dated this 16th day of July, 1989.

CERTIFICATE

We, the undersigned, being all members of the Architectural and Environmental Control Committee of "Innsbruck South" do hereby certify that the following is a true and correct list of the homeowners of "Innsbruck South" as of the date hereof.

ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

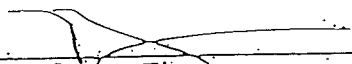
BY: 
Balaji Vishwanat, Homeowner

BY: 
Lawrence Peterson, Homeowner

BY: 
Colin Klos, Architect

Signatures of Balaji Vishwanat, Lawrence Peterson and Colin Klos, to me known to be the members of the Architectural and Environmental Control Committee of "Innsbruck South" as of the date hereof, are hereby authenticated this 16th day of

July, 1989.


Richard C. Thompson
Member State Bar of Wisconsin

HOMEOWNER LIST

Gary Pusateri
Katie Pusateri
Balaji Vishwanat
Judith Vishwanat
Robert Thompson
Marguerite Thompson
Richard Thompson
Marcia Thompson
Tom Roberts
Melanie Roberts
Lawrence Peterson
Dorothy Peterson
Allen Baker
Diane Baker
Robert Rainey
Mary Ann Rainey
Mark McCaslin
Judith McCaslin
Randy Willer
Marcie Willer
Lance Ellman
Barbara Ellman
Al Lofald
Louise Lofald

Lynn Martin
Sharon Martin
John Dingman
Diane Dingman
Ed Quackenboss
Sharon Quackenboss
Keith Burnes
Mary Ann Burnes
Michael Otten
Kathy Otten
Dennis Everson
Sherri Everson
R. Dwayne Wolstad
Mavis Wolstad
Thomas Spragg
Glenda Spragg
Dean Ruppert
Jean Ruppert
Anthony Friemel
Mary Friemel
John Trussoni
Patricia Trussoni

David Twite
Tracy Twite

VOTE OF HOMEOWNERS

We, the undersigned, being homeowners of "Innsbruck South", do hereby vote for the adoption of the above amendments to the Declaration of Restriction to "Innsbruck South".

Name	Date	Name	Date
<u>Gary Pusateri</u>		<u>Lynn Martin</u>	7/16/89
<u>Katie Pusateri</u>		<u>Sharon Martin</u>	
<u>Balaji Vishwanat</u>	7-16-89	<u>John Dingman</u>	
<u>Judith Vishwanat</u>	7-16-89	<u>Diane Dingman</u>	
<u>Robert Thompson</u>	7/8/89	<u>Ed Quackenboss</u>	7/16/89
<u>Marguerite Thompson</u>	7/8/89	<u>Sharon Quackenboss</u>	
<u>Tom Roberts</u>		<u>Richard Thompson</u>	7/16/89
<u>Melanie Roberts</u>	7-8-89	<u>Marcia Thompson</u>	7/16/89
<u>Lawrence Peterson</u>	7-6-89	<u>Keith Burnes</u>	7-9-89
<u>Dorothy Peterson</u>	7/6/89	<u>Mary Ann Burnes</u>	7-9-89
<u>Allen Baker</u>	7/9/89	<u>Michael Otten</u>	7-9-89
<u>Diane Baker</u>	7/9/89	<u>Kathy Otten</u>	7-9-89
<u>Robert Rainey</u>	7-9-89	<u>Dennis Everson</u>	7/16/89
<u>Mary Ann Rainey</u>	7-16-89	<u>Sherri Everson</u>	7/16/89
<u>Mark McCaslin</u>	7/8/89	<u>R. Dwayne Wolstad</u>	7-16-89

Judith McCaslin 7/9/89
Judith McCaslin

Randy Weller 7/9/89
Randy Weller

Marcie Miller 7/9/89
Marcie Miller

Lance Ellmann 7/9/89
Lance Ellmann

Barbara Ellmann 7/9/89
Barbara Ellmann

Al Lofald 7-9-89
Al Lofald

Louise Lofald 7/9/89
Louise Lofald

Ch. Hiltbrand 7/9/89
Ch. Hiltbrand

D. C. Twite 7/9/89
D. C. Twite

David Twite 7/9/89
David Twite

Tracy Twite 7-9-89
Tracy Twite

Mavis Wolstad 7-16-89
Mavis Wolstad

Thomas Spragg 7-9-89
Thomas Spragg

Glenda Spragg 7-9-89
Glenda Spragg

Jean Ruppert 7/17/89
Jean Ruppert

Jean Ruppert 7/17/89
Jean Ruppert

Anthony Friemel 7-9-89
Anthony Friemel

Mary Friemel
Mary Friemel

John Trussoni 7/16/89
John Trussoni

Patricia Trussoni 7-16-89
Patricia Trussoni

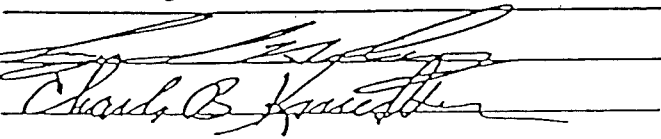
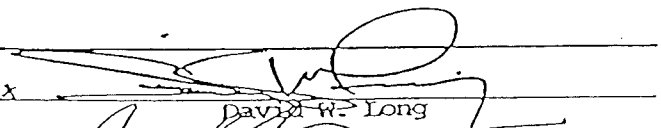
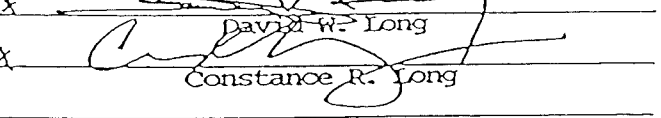
AUTHENTICATION

Signatures of the foregoing homeowners are hereby authenticated this 18 day of July, 1989.

Richard C. Thompson
Member State Bar of Wisconsin

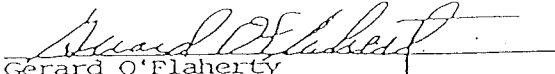
CERTIFICATE

We, the undersigned, being all of the parties who have an interest in property located within "Innsbruck North" do hereby adopt the foregoing Declaration of Restrictions.

<u>Name</u>	<u>Date</u>
Davy & Knudsen, a Minnesota General Partnership consisting of Raymond H. Davy and Charles Knudsen	
 Charles B. Knudsen	7/13/89 7/13/89
 x David W. Long	7/20/89
x  Constance R. Long	7/20/89

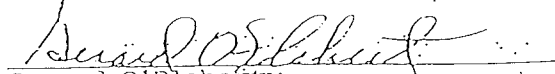
AUTHENTICATION

Signatures of Raymond H. Davy and Charles B. Knudsen are hereby authenticated this 13th day of July, 1989.


Gerard O'Flaherty
Member State Bar of Wisconsin

AUTHENTICATION

Signatures of David W. Long and Constance R. Long are hereby authenticated this 20th day of July, 1989.


Gerard O'Flaherty
Member State Bar of Wisconsin

CONSENT OF MORTGAGE HOLDERS

Richard D. Walter and Myron R. Waldow, hereby consent to the adoption of the "Second Amendment to the Declaration of restrictions to "Innsbruck South" and Declaration of Restrictions to "Innsbruck North", draft dated May 12, 1989, which have been adopted by Davy and Knudsen, a Minnesota General Partnership consisting of Raymond H. Davy and Charles B. Knudsen. Richard D. Walter and Myron R. Waldow have an interest in the property known as Innsbruck North by virtue of a Mortgage dated January 3, 1989 and recorded in the La Crosse County Register of Deed's Office on January 27, 1989 at 11:00 A.M. in Volume 836 of Records, page 752 as Document No. 1019001. Richard D. Walter and Myron R. Waldow are parties having an interest in the land known as Innsbruck North and described therein hereby adopts the Declaration of Restrictions to Innsbruck North as set forth above.

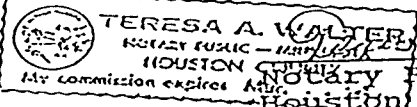
Dated this 13th day of July, 1989.

Richard D. Walter
RICHARD D. WALTER

Myron R. Waldow
MYRON R. WALDOW

STATE OF MINNESOTA)
) SS.
COUNTY OF HOUSTON)

Personally came before me, this 13 day of July, 1989, the above named Richard D. Walter to me known to be the person who executed the foregoing instrument and acknowledge the same.

 Teresa A. Walter
TERESA A. WALTER
NOTARY PUBLIC - MINNESOTA
HOUSTON COUNTY
NOTARY Public
Houston County Minnesota
My Commission expires 11/21/1990

AUTHENTICATION

The signature of Myron R. Waldow is hereby authenticated this 13th day of July, 1989.

Gerard O'Flaherty
Gerard O'Flaherty
Member State Bar of Wisconsin

617-301

EXHIBIT A

Legal Description of "Innsbruck South"

The NE 1/4 of the SE 1/4 of Section 35 Township 17 North of Range 7 West, La Crosse County, Wisconsin;

The East 1/2 of the SW 1/4 of the NE 1/4 of Section 35, Township 17 North of Range 7 West, La Crosse County, Wisconsin, EXCEPT that part of said East 1/2 of the SW 1/4 of the NE 1/4 lying Northwesterly of Certified Survey Maps Nos. 68 and 124 filed in Volume 1 of Certified Survey Maps;

Part of the NW 1/4 of the SE 1/4 of Section 35 Township 17 North of Range 7 West, La Crosse County, Wisconsin, described as follows: Beginning at the Northeast corner of said NW 1/4 of the SE 1/4; thence south along the East line thereof 990.0 feet; thence Northwesterly to a point on the West line thereof, that is 660.00 feet South of the Northwest corner of said NW 1/4 of the SE 1/4; thence North along the West line thereof 660.00 feet to the Northwest corner of said NW 1/4 of the SE 1/4; thence East along the North line thereof to the Northeast corner of said NW 1/4 of the SE 1/4 and the point of beginning. EXCEPT that part of said NW 1/4 of the SE 1/4 lying Westerly of the following described line: Beginning at the Northeast corner of Lot 16 of Certified Survey Map No. 164; thence South 44 degrees 23 minutes 29 seconds East 224.33 feet; thence South 45 degrees 32 minutes 05 seconds East 132.16 feet; thence South 13 degrees 59 minutes 06 seconds East 156.75 feet; thence South 3 degrees 52 minutes 45 seconds East 346.25 feet to the point of termination of said line.

That part of the SE 1/4 of the NE 1/4 of Section 35 Township 17 North of Range 7 West, La Crosse County, Wisconsin, lying Southwesterly of the following described line: Beginning at the Southeast corner of the said SE 1/4 of the NE 1/4; thence North 660 feet; thence Northwest 254.6 feet; thence West 330 feet; thence Northwest 678.8 feet; thence West 330 feet more or less to the West line of said SE 1/4 of the NE 1/4 and the point of termination of said line.

Part of the SW 1/4 of the NW 1/4 of Section 36 Township 17 North of Range 7 West, La Crosse County, Wisconsin, described as follows: Beginning at the southwest corner of said SW 1/4 of the NW 1/4; thence North 660 feet; thence Southeast 933.4 feet more or less to a point on the South line of said SW 1/4 of the NW 1/4 or less to the Southwest corner thereof; thence West along said North line 660 feet to the point of beginning.

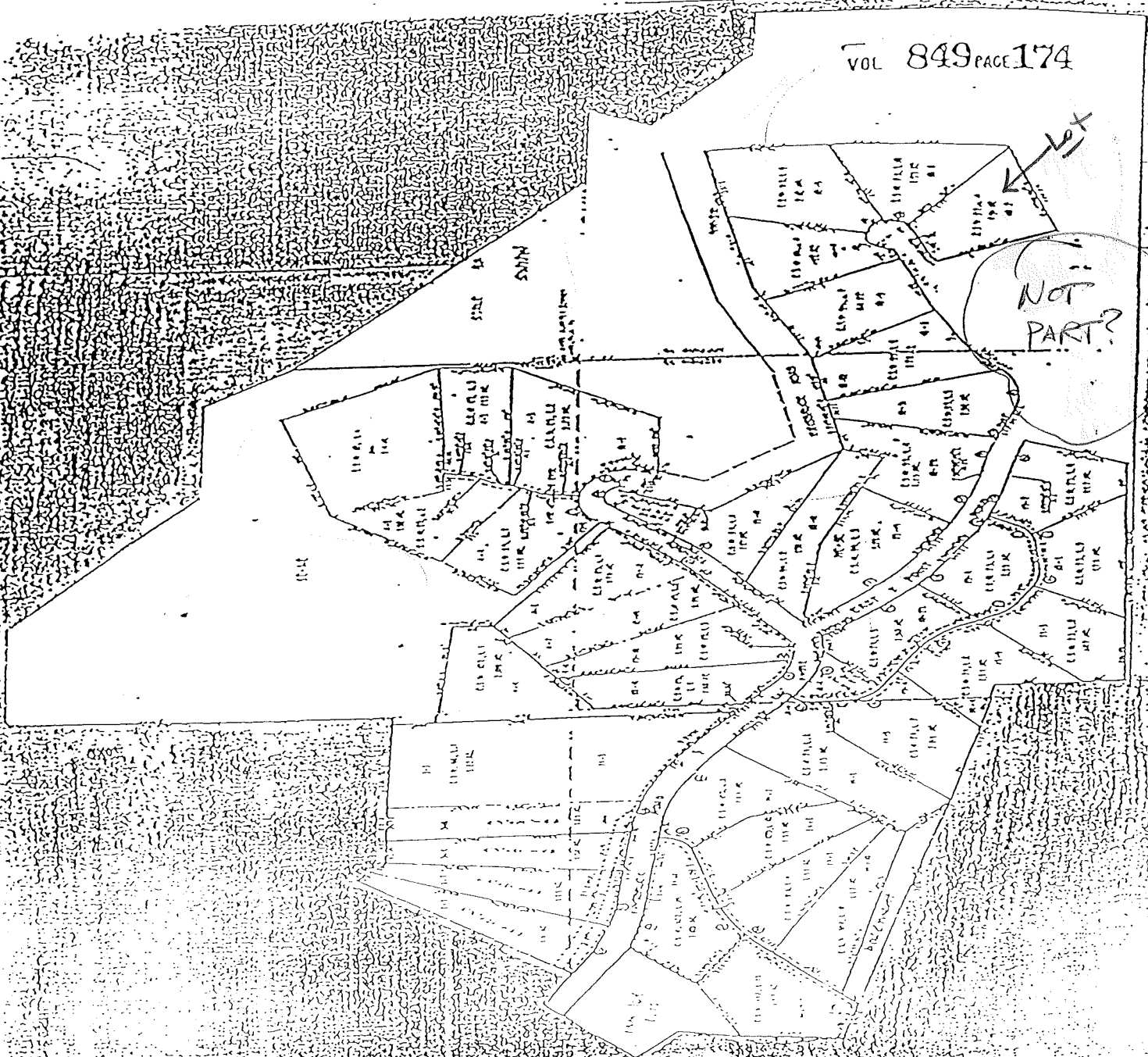
The NW 1/4 of the SW 1/4 of Section 36 Township 17 North of Range 7 West, La Crosse County, Wisconsin, EXCEPT that part included in the following described parcel: Commencing at the Southwest corner of the SE 1/4 of the NW 1/4 of said Section 36; SW 1/4; thence North along the West line thereof 280.0 feet to the point of beginning of this EXCEPTION: Thence North 87 degrees 01 minutes East 451.27 feet; thence North 39 degrees 28 minutes West 191.6 feet; thence along the arc of a 243.02 foot radius curve, concave to the Southwest, 79.29 feet, the chord of which bears North 48 degrees 47 minutes West and measures 78.94 feet; thence North 58 degrees 06 minutes West 70.0 feet; thence along the arc of a 60.24 foot radius curve, concave to the South, 70.62 feet, the chord of which bears South 88 degrees 44 minutes West and measures 66.64 feet; thence South 54 degrees 44 minutes East 912.75 feet; thence along the arc of a 312.87 foot radius curve, concave to the Southeast, 79.57 feet, the chord of which bears South 47 degrees 27 minutes West and measures 79.15 feet; thence South 40 degrees 10 minutes West 164.0 feet; thence along the arc of a 30.22 foot radius curve, concave to the East, 35.36 feet, the chord of which bears South 6 degrees 45 minutes 30 seconds West and measures 33.39 feet; thence North 26 degrees 39 minutes West 19.91 feet; thence South 46 degrees 50 minutes West 221.53 feet; thence South 12 degrees 50 minutes West 221.53 feet; thence South 28 degrees 19 minutes East 150.0 feet; thence Easterly 185.0 feet to a point on the East line of the NE 1/4 of the NW 1/4 of the SW 1/4 of said Section 36, which point is North 1 degree 58 minutes 55 seconds East 207.7 feet North of the Southeast corner thereof; thence North 1 degree 58 minutes 55 seconds West along the East line thereof and the West line of the NW 1/4 of the NW 1/4 of said Section 36, a distance of 652.1 feet to the point of beginning of this EXCEPTION.

EXHIBIT B

Legal Description of "Innsbruck North"

Part of the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 26 and part of the East 1/2 of the NW 1/4; the NE 1/4; the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 35 Township 17 North of Range 7 West, La Crosse County, Wisconsin, including Lots 17, 18 and 19 of Certified Survey Map No. 143 and Lot 16 of Certified Survey Map No. 143, described as follows: Beginning at the Northwest corner of the SE 1/4 of the SW 1/4 of said Section 26; thence North 88 degrees 13 minutes 07 seconds East along the North line thereof 1293.21 feet to the Northeast corner thereof; thence continuing North 88 degrees 13 minutes 11 seconds East along the North line of the SE 1/4 of the SW 1/4 of said Section 26 a distance of 628.88 feet; thence South 0 degrees 07 minutes 09 seconds East 1592.50 feet; thence South 45 degrees 07 minutes 09 seconds East 1122.52 feet; thence South 1 degree 00 minutes West 1137.74 feet; thence North 89 degrees 08 minutes 50 seconds West 130.77 feet to the Northeast corner of Lot 1 of Certified Survey Map No. 68; thence continuing North 89 degrees 08 minutes 50 seconds East along the North line of said Certified Survey Map No. 68 a distance of 330.14 feet to the Northwest corner thereof, said point also being the Northeast corner of Lot 2 of Certified Survey Map No. 124; thence along the North line of said Certified Survey Map No. 124 the following 2 courses and distances; North 89 degrees 50 minutes 06 seconds East 211.90 feet and North 43 degrees 46 minutes 23 seconds West 90.10 feet to the Northwest corner of Lot 5 of said Certified Survey Map No. 124; thence South 35 degrees 22 minutes 18 seconds West along the West line of said Lot 5 a distance of 623.17 feet to a point on the North line of Innsbruck Road; thence North 45 degrees 46 minutes 23 seconds West along said North right-of-way line 56.54 feet; thence South 47 degrees 27 minutes 54 seconds West 66 feet to a point on the South right-of-way line of North Innsbruck Road; thence North 42 degrees 32 minutes 06 seconds West along said South right-of-way line 99.92 feet to the Northeast corner of Lot 16 of Certified Survey Map No. 164; thence South 44 degrees 23 minutes 29 seconds West 224.33 feet; thence South 45 degrees 32 minutes 05 seconds East 132.16 feet; thence South 13 degrees 59 minutes 06 seconds West 156.75 feet; thence South 3 degrees 52 minutes 45 seconds West 346.25 feet; thence North 76 degrees 51 minutes 22 seconds West 1329.63 feet to the West line of the NE 1/4 of the SW 1/4 of said Section 35; thence North 0 degrees 25 minutes 50 seconds West along said West line 330 feet to the Northwest corner thereof; thence North 0 degrees 25 minutes 54 seconds West 2624.92 feet to the Northwest corner of the NE 1/4 of the NW 1/4 of said Section 35; thence North 0 degrees 16 minutes 54 seconds West 1322.84 feet to the Northwest corner of the SE 1/4 of the SW 1/4 of said Section 26 and the point of beginning.

Lots 16, 17, 18 and 19 CSM Map #143 referred to in legal description are in Vol. 1 of CSM Maps.



NOT PART?

Let

INNSBRUCK NORTH

VOL 849 PAGE 175

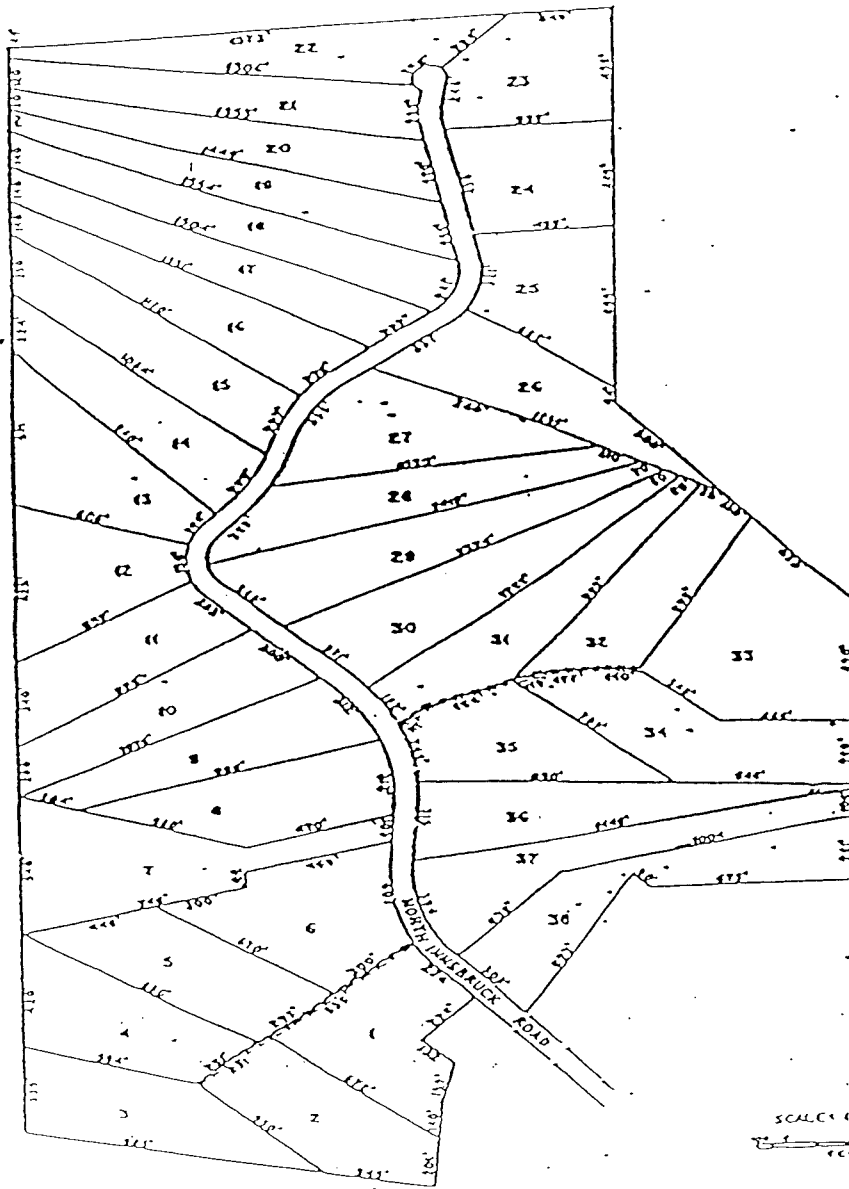


EXHIBIT D

Bl. 123456

SEP 14 1994

MARY C. HOLINKA

REGISTER OF DEEDS AMENDMENT TO SECOND AMENDMENT TO THE DECLARATION OF
La Crosse County, WI RESTRICTIONS TO "INNSBRUCK SOUTH" AND DECLARATION OF
RESTRICTIONS TO "INNSBRUCK NORTH"

2800

The undersigned, being a majority of the homeowners of Innsbruck South and Innsbruck North, do hereby amend the Declaration of Restrictions to "Innsbruck South" and "Innsbruck North".

Th original Declaration of Restrictions to "Innsbruck South" is dated November 15, 1976 and was recorded on November 16, 1976 at Volume 582 of Records, Page 917 through Page 919, as Document No. 863699 in the La Crosse County Register of Deeds office. An Amendment to that original Declaration of Restrictions to "Innsbruck South" was recorded in the office of the La Crosse County Register of Deeds on September 14, 1987 as Document No. 999850 at Volume 802 of Records, Pages 796 through 808. A Second Amendment to the Declaration of Restrictions to "Innsbruck South" and Declaration of Restrictions to "Innsbruck North" was recorded in the office of the La Crosse County Register of Deeds on August 11, 1989 as Document No. 1026055 at Volume 849 of Records, Pages 159 through 175.

This Amendment is made in accordance with Article XXVIII of the Second Amendment to the Declaration of Restrictions to "Innsbruck South" and Declaration of Restrictions to "Innsbruck North".

The "Innsbruck South" property is located in the Town of Hamilton and the Town of Onalaska, La Crosse County, Wisconsin and is described as follows:

See Exhibit "A"

The "Innsbruck North" property is located in the Town of Hamilton and the Town of Onalaska, La Crosse County, Wisconsin and is described as follows:

See Exhibit "B"

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; these Declarations of Restrictions are designed for the purpose of keeping the "Innsbruck South" and "Innsbruck North" development an area which is desirable, uniform and suitable in architectural design and use as specified herein.

The following shall be Amendments to the Declaration of Restrictions as set forth in the Second Amendment to the Declarations of Restrictions to "Innsbruck South" and Declaration

of Restrictions to "Innsbruck North". The terms, conditions and provisions of that Second Amendment shall remain in full force and effect, and are hereby ratified and confirmed, except to the extent specifically amended as hereinafter set forth.

I. AMENDMENT TO DESCRIPTION OF "INNSBRUCK SOUTH"

The legal description of the "Innsbruck South" property as set forth on Exhibit "A" attached hereto is hereby amended by deleting therefrom the following described land, which is currently owned by Craig A. Friell and Cheryl A. Friell, husband and wife:

Part of the NW 1/4 of the SW 1/4 of Section 36, Township 17 North of Range 7 West, La Crosse County, Wisconsin, described as follows: Commencing at the Southeast corner of said Forty and the point of beginning of this description: Thence North 1 degree 58 minutes 55 seconds West, along the East line of said Forty, 947.7 feet; thence West 520.0 feet; thence South 947.7 feet; thence East 520.0 feet to the point of beginning. EXCEPT lands taken for Innsbruck Road as in Volume 580 of Records, page 517.

II. RESTRICTIVE COVENANTS AS TO FRIELL PROPERTY

In consideration of the foregoing Amendment to the legal description of "Innsbruck South", Craig A. Friell and Cheryl A. Friell, husband and wife, for themselves, their heirs, representatives and assigns, do hereby covenant and agree as follows:

A. The property now owned by Craig A. Friell and Cheryl A. Friell as described above shall not be split, subdivided or otherwise conveyed so as to create more than one separate parcel;

B. No building or structure of any kind whatsoever other than a single family dwelling house and garage shall be erected on that property, and such dwelling house shall be used for single family residential purposes only;

C. Not more than one single family dwelling house may be built on that property;

D. No improvements, other than driveway, shall be located on that property within 100 feet of the right-of-way line of Innsbruck Road;

E. The point at which any driveway located on that property joins Innsbruck Road shall be arranged in such a fashion so

that surface water flows onto Innsbruck Road, as opposed to being discharged onto the land of adjoining property owners; and

F. Craig A. Friell and Cheryl A. Friell pay for the expense of recording this document.

The foregoing Restrictive Covenants shall run with the land described above now owned by Craig A. Friell and Cheryl A. Friell for the benefit of all land described in Exhibits "A" and "B" attached hereto and shall bind Craig A. Friell and Cheryl A. Friell, husband and wife, their heirs, representatives and assigns.

III. ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

Article XXVII of the Second Amendment to the Declaration of Restrictions to "Innsbruck South" and Declaration of Restrictions to "Innsbruck North" is hereby amended by being deleted in its entirety. In complete replacement thereof, the following provision is adopted:

XXVII. ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

MEMBERSHIP: The Architectural and Environmental Control Committee shall consist of five members who shall be homeowners in Innsbruck South and/or Innsbruck North. The members shall be elected at the annual meeting of homeowners of Innsbruck North and Innsbruck South, and each shall serve for such terms as may be designated at the time of the election.

A majority of the committee may designate a representative to act for them. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor to serve until the next annual meeting of the homeowners of Innsbruck North and Innsbruck South. The members of the committee shall not be entitled to any compensation for services performed pursuant to this covenant.

PROCEDURE: The committee's approval or disapproval as required in these covenants shall

be in writing and shall be given within 30 days after a written request and all other necessary information, including plans and specifications, where appropriate, is submitted.

Dated this 30 day of September, 1991.

CERTIFICATE

We, the undersigned, being all members of the Architectural and Environmental Control Committee of "Innsbruck South" and "Innsbruck North" do hereby certify that the following is a true and correct list of the homeowners of "Innsbruck South" and "Innsbruck North" as of the date hereof.

ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

By Allen Baker
~~Mickey Willer, Homeowner~~
ALLEN BAKER

By _____
Kathy Otten, Homeowner

By Dean Ruppert
Dean Ruppert, Homeowner

By Al Lofald
Al Lofald, Homeowner

By _____
John Dingman, Homeowner

^{ALLEN BAKER}
Signatures of ~~Mickey Willer, Kathy Otten, Dean Ruppert, Al Lofald and John Dingman~~, to me known to be the members of the Architectural and Environmental Control Committee of "Innsbruck South" and "Innsbruck North" as of the date hereof, are hereby authenticated this 30 day of September, 1991.

Richard C. Thompson
Richard C. Thompson
Member State Bar of Wisconsin

HOMEOWNER LIST

Gary Pusateri
Katie Pusateri
Balaji Vishwanat
Judith Vishwanat
Robert Thompson
Marguerite Thompson
Richard Thompson
Marcia Thompson
Tom Roberts
Melanie Roberts

Allen Baker
Diane Baker
Robert Rainey
Mary Ann Rainey
Mark McCaslin
Judith McCaslin
Randy Willer
Mickey Willer
Lance Ellman
Barbara Ellman
Al Lofald
Louise Lofald

Lynn Martin
Sharon Martin
John Dingman
Diane Dingman
Ed Quakenboss
Sharon Quakenboss
Keith Burnes
Mary Ann Burnes
Michael Otten
Kathy Otten
Dennis Everson
Sherri Everson
R. Dwayne Wolstad
Mavis Wolstad
Thomas Spragg
Glenda Spragg
Dean Ruppert
Jean Ruppert
Anthony Friemel
Mary Friemel
John Trussoni
Patricia Trussoni
Charles Hilderbrandt
Melanie Hilderbrandt
David Twite
Tracy Twite

VOTE OF HOMEOWNERS

We, the undersigned, being homeowners of "Innsbruck South", do hereby vote for the adoption of the above amendments to the Declaration of Restrictions to "Innsbruck South".

Name	Date	Name	Date
<u>Gary Pusateri</u>		<u>Lynn Martin</u>	<u>10-2-91</u>
<u>Katie Pusateri</u>		<u>Sharon Martin</u>	<u>10-2-91</u>
<u>Balaji Vishwanat</u>	<u>8/4/92</u>	<u>John Dingman</u>	
<u>Judith Vishwanat</u>	<u>8/4/92</u>	<u>Diane Dingman</u>	
<u>Robert Thompson</u>		<u>Ed Quakenboss</u>	<u>7/30/92</u>
<u>Marguerite Thompson</u>		<u>Sharon Quakenboss</u>	<u>7/30/92</u>
<u>Richard Thompson</u>	<u>7/30/92</u>	<u>Jim Gallant</u>	<u>8/4/92</u>
<u>Marcia Thompson</u>		<u>Mary Ann Burnes</u>	
<u>Tom Roberts</u>		<u>Michael Otten</u>	
<u>Melanie Roberts</u>	<u>10/2/91</u>	<u>Kathy Otten</u>	
<u>Gregory Pehling</u>	<u>7/29/92</u>	<u>Dennis Everson</u>	
<u>Allen Baker</u>	<u>10/2/91</u>	<u>Sherri Everson</u>	<u>7/30/92</u>
<u>Diane Baker</u>	<u>10/2/91</u>	<u>R. Dwayne Wolstad</u>	<u>10-2-91</u>
		<u>Mavis Wolstad</u>	

Robert Rainey
Robert Rainey

Mary Ann Rainey
Mary Ann Rainey

Mark McCaslin
Mark McCaslin

Judith McCaslin
Judith McCaslin

Randy Willer
Randy Willer

Mickey Willer
Mickey Willer

Lance Ellman
Lance Ellman

Barbara Ellman
Barbara Ellman

Al Lofald
Al Lofald

Louise Lofald
Louise Lofald

Thomas Spragg 8/92
Thomas Spragg

Glenda Spragg 8-4-92
Glenda Spragg

Dean Ruppert 10/91
Dean Ruppert

Dean Ruppert 10/91
Dean Ruppert

Anthony Friemel 7/30/92
Anthony Friemel

Mary E. Friemel
Mary E. Friemel

John Trussoni 7/92
John Trussoni

Patricia Trussoni 7-92
Patricia Trussoni

Charles Hilderbrandt
Charles Hilderbrandt

Melanie Hilderbrandt
Melanie Hilderbrandt

David Twite July 92
David Twite

Tracy Twite 7-29-92
Tracy Twite

7/27/92

7/27/92

AUTHENTICATION

Signatures of the foregoing homeowners are hereby authenticated this 5th day of September, 1991
August 1992

Richard C. Thompson
Member State Bar of Wisconsin

In consideration of the foregoing Amendments to the Declarations of Restrictions to "Innsbruck South" and "Innsbruck North" set forth in Paragraph I hereof, the undersigned, Craig A. Friell and Cheryl A. Friell, husband and wife, do hereby agree for themselves, their heirs, representatives and assigns, that the property now owned by them and described in Paragraph I hereof shall be now and hereafter subject to the Restrictive Covenants set forth in Paragraph II hereof, and that subject covenants are for the benefit of the owners of property described on Exhibit "A" and Exhibit "B" hereto.

Dated this 11th day of ~~September~~ ^{August}, 1992.

Craig A. Friell
Craig A. Friell

Cheryl A. Friell
Cheryl A. Friell

STATE OF WISCONSIN)
) SS
LA CROSSE COUNTY)

Personally came before me this 11 day of ^{Aug} September, 1992, the above named Craig A. Friell and Cheryl A. Friell to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Harry R. Griswold
^{Witness} Harry R. Griswold, Notary Public
La Crosse County, Wisconsin
My Commission is permanent.

EXHIBIT "A"

LEGAL DESCRIPTION OF "IRRSBRUCK SOUTH"

Part of Section 35, Township 17 North, Range 7 West, La Crosse County, described as follows: The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$, SE $\frac{1}{4}$) of Section 35; The East Half of the Northwest Quarter of the Southeast Quarter (E $\frac{1}{2}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$) of Section 35 which lies Northeastly of the following described line: Commencing at the Northeast corner of said East Half of the Northwest Quarter of the Southeast Quarter, thence South along the East line thereof a distance of 990 feet to the point of beginning of the line to be described, in a Northwestly direction to the West line of said East Half of the Northwest Quarter of the Southeast Quarter at a point 825 feet South of the Northwest Corner of said 20 acre tract; the East Half of the Southwest Quarter of the Northeast Quarter (E $\frac{1}{2}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$); the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$, NE $\frac{1}{4}$) of Section 35 which lies Southwestly of the following described line: Commencing at the Southeast corner of said Southeast Quarter of the Northeast Quarter thence North 660 feet, thence Northwest 254.6 feet, thence West 330 feet, thence Northwest 678.0 feet, thence West 330 feet more or less to the West line of said 40 acre tract and there terminating; also

Part of Section 36, Township 17 North, Range 7 West, La Crosse County, described as follows: Part of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$, NW $\frac{1}{4}$) of said Section 36 beginning at the Southwest corner of said Southwest Quarter of the Northwest Quarter, thence North 660 feet thence Southeast 933.4 feet more or less to a point on the South line of said Southwest Quarter of the Northwest Quarter 660 feet East of the Southwest corner of said Southwest Quarter of the Northwest Quarter, thence West along said North line 660 feet to the point of beginning; the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$, SW $\frac{1}{4}$) of said Section 36, excepting therefrom the following: Commencing at the Southwest corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence north, along the west line thereof, 280.0 feet to the point of beginning of this Exception; thence North 87° 01' East 453.22 feet; thence North 39° 28' West 191.6 feet; thence along the arc of a 243.82 foot radius curve, concave to the southwest, 79.29 feet, the chord of which bears North 48° 47' West and measures 78.94 feet; thence North 58° 06' West 70.0 feet; thence along the arc of a 60.24 foot radius curve, concave to the south, 70.62 feet, the chord of which bears South 80° 19' West and measures 66.64 feet; thence South 54° 44' West 192.75 feet; thence along the arc of a 312.97 foot radius curve, concave to the Southeast, 79.57 feet, the chord of which bears South 47° 27' West and measures 79.35 feet; thence South 40° 10' West 164.0 feet; thence along the arc of a 30.22 foot radius curve, concave to the east, 35.36 feet, the chord of which bears South 6° 45' 30" West and measures 33.39 feet; thence North 26° 39' West 19.93 feet; thence South 46° 50' West 206.9 feet; thence South 17° 50' West 223.53 feet; thence South 44° 19' East 350.0 feet; thence Easterly 185.8 feet to a point on the east line of the Northeast quarter of the Northwest quarter of the Southwest quarter (NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$) of said Section 36 which is North 1° 58' 55" West 287.7 feet north of the southeast corner thereof; thence North 1° 58' 55" West, along the east line thereof and the west line of the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$, NW $\frac{1}{4}$) of said Section 36, a distance of 652.3 feet, more or less, to the point of beginning of this Exception.

FURTHER EXCEPTING lands taken for public roadways.

LEGAL DESCRIPTION OF "INNSBRUCK NORTH"

Part of the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 26 and part of the East 1/2 of the NW 1/4; the West 1/2 of the NE 1/4; the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 35 Township 17 North of Range 7 West, La Crosse County, Wisconsin, including Lots 17, 18 and 19 of Certified Survey Map No. 143, described as follows:
Beginning at the Northwest corner of the SE 1/4 of the SW 1/4 of said Section 26; thence East along the North line thereof to the Northeast corner of said SE 1/4 of the SW 1/4; thence continuing North 88 degrees 13 minutes 11 seconds East along the North line of the SW 1/4 of the SE 1/4 of said Section 26 a distance of 280 feet; thence continuing North 88 degrees 13 minutes 11 seconds East 348.88 feet; thence South 0 degrees 07 minutes 09 seconds East 1766.56 feet more or less; thence South 45 degrees 07 minutes 09 seconds East 1123.00 feet more or less to a point on the East line of the NW 1/4 of the NE 1/4 of said Section 35; thence South along the East line of said NW 1/4 of the NE 1/4 and the East line of the SW 1/4 of the NE 1/4 of said Section 35 to the Northeast corner of Lot 1 of Certified Survey map No. 68; thence Westerly along the North line of said Certified Survey Map No. 68 and the North line of Lots 2, 3, 4 and 5 of Certified Survey Map No. 124 to the Northeast corner of Lot 5 of said Certified Survey Map No. 124; thence Southwesterly along the Westerly line of said Lot 5 and said Lot 5 extended to a point on the Northerly line of Lot 15 of Certified Survey Map No. 164; thence Northwesterly along said Northerly line to the Northwest corner thereof; thence Southwesterly along the Westerly line of said Lot 15 and the Westerly line of Lot 13 of Certified Survey Map No. 165 to the Southwest corner thereof; thence continuing Southwesterly to a point on the East line of the NE 1/4 of the SW 1/4 of said Section 35, said point being 660 feet South of the Northeast corner thereof; thence North 76 degrees 51 minutes 22 seconds West 1329.63 feet more or less to a point on the West line of the said NE 1/4 of the SW 1/4; thence North along the West line thereof and the West lines of the SE 1/4 of the NW 1/4 and the NE 1/4 of the NW 1/4 of said Section 35 and the SE 1/4 of the SW 1/4 of said Section 26 to the Northwest corner thereof and the point of beginning.

ARTICLES OF TRUST
OF
INNSBRUCK NORTH WATER TRUST

AUG 11 1989

RECORDED
AT *D.L.P.* M
DORIS L. PICH
REGISTER OF DEEDS
La Crosse County, WI

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all of the parties having an interest in the property described on Exhibit "A" hereunto annexed, in order to provide a water system for domestic water use to service the lands described in said Exhibit "A", shall cause water mains and other water equipment to be installed as described on Exhibit "B" hereunto annexed, in such a manner so as to be available for lateral connections to service the various lots described on Exhibit "A", and shall enter into a water supply agreement so as to make water available for domestic use via said mains and equipment; and,

WHEREAS, it is intended to sell and convey to various purchasers from time to time parcels of property described within Exhibit "A", upon which homes have been or are about to be erected, and such sales shall include the right to take water through the mains and laterals above described;

NOW, THEREFORE, the undersigned does by these presents convey to the Trustee hereinafter named, an easement to maintain the water supply equipment, water mains and laterals above set forth, on the conditions and terms of this declaration; and the undersigned does covenant and agree that, upon the conveyance by

it of any parcels of property described within Exhibit "A", it will make such conveyances subject to the terms and conditions of this instrument, so that such purchasers shall have the right to take water from the water system described above, on the following terms and conditions, to wit:

1. Each owner of a parcel of property described within Exhibit "A" shall become the owner of an undivided interest in and to the water supply equipment and water mains.
2. The Trustee hereinafter referred to shall have the right to enter upon any portion of the premises carrying the water pipes, mains, laterals and other equipment for the purpose of making an inspection, repairs, upkeep and any other purpose which may be incidental to or necessary to the maintaining of the water system.
3. Each lot owner may connect laterals to the water mains for the purpose of supplying water to such building lot in such manner as may be directed by the Trustee, the laying and connection of such lateral pipes to be at the expense of the owner. After connection with the system, he shall be obligated to make the payments provided in paragraph four (4).
4. The Trustee shall enter into an Agreement for Water Supply with the Innsbruck South Well Trust. Each owner of each parcel shall pay to the Trustee, or if so directed, directly to the Trustee for the Innsbruck South Well Trust, for each parcel owned and hooked up to said system, any such connection charges,

annual assessments or special assessments as may be required pursuant to said Agreement for Water Supply. Additionally, each owner of each parcel shall pay to the Trustee for each parcel owned, whether or not hooked up to said system, the pro rata share of any special assessment required by said Agreement for Water Supply for maintenance, repairs and replacements.

5. No owner of any parcel above described shall provide or dig any Well for supplying water upon any portion of the premises hereinabove described for the duration of this Trust and the Water Supply Agreement with Innsbruck South Well Trust.

6. The owner of each lot shall have the right to free an unobstructed access to said water system, subject to the same right as the owners of each of the other lots, to the end that all of said owners may draw water from said water system as herein provided. Such water system to be for domestic water use only.

7. Each owner of a lot shall be bound by the rules and regulations relating to the use of the water system as may be promulgated by the Trustee and approved by a majority of the owners as hereinafter provided: Additionally, each owner of a lot shall be bound by the rules and regulations relating to the use of the water system as may be required or specified by the Water Supply Agreement previously referred to herein.

8. In the event that any owner may fail to pay charges levied for the maintenance, use and upkeep of the water plant,

then upon five (5) days notice the water service to said parcel may, at the option of the Trustee, be discontinued, and for the purpose the Trustee is empowered upon failure of payment of such charges to disconnect and sever any parcel from the water system. Such service shall be reinstated upon payment of all charges in arrears, together with the cost of disconnecting and connecting the service.

9. A Trustee shall be selected annually for the purpose of managing and operating the water system. Such Trustee shall be elected on the second Monday in January in each year in the manner following: The then acting Trustee shall give ten (10) days notice to the owners of all parcels improved with dwellings and connected with the water system shown on the water system records, of the proposed meeting for the election of a Trustee. Such meeting shall be held at a place in La Crosse County, Wisconsin, designated by the Trustee, and reasonably convenient for the transaction of business. At such meeting, each owner shall be entitled to cast one (1) vote for each parcel owned by him upon which a dwelling has been erected, and which dwelling is being serviced by the water system. A Trustee shall be elected at such meeting by a majority of the votes cast, with four votes constituting a quorum. Upon election, the new Trustee shall receive from the retiring Trustee all books and records of the water system, together with all funds on hand, and the new Trustee shall have the management and operation of

the water system for the ensuing year, or until his successor is duly appointed. The first election shall take place on the second Monday in January, 1990; and until then Raymond H. Davy shall be the Trustee. An appropriate instrument shall be recorded in the office of the Register of Deeds by the acting Trustee indicating his election and appointment, if, as and when the occasion arises.

10. The Trustee shall have the right to operate and manage the water system and shall collect from the owner of each parcel connected to the water system the charges required to be paid as hereinabove provided and shall keep said water system in good repair.

11. The Trustee shall keep true and correct accounts of all income and expense, which books of account shall be subject to the inspection of any of the parcel owners.

12. The Trustee shall promulgate rules and regulations relating to the use of water provided hereunder, subject to the approval of owners of a majority of the parcels improved with dwellings and connected to the water system. The Trustee shall when necessary adjust the payment provided for in paragraph 4 so as to assure sufficient funds to cover all expenses of operation and establish an adequate reserve for replacements subject to the approval of owners of a majority of the parcels improved with dwellings and connected to the water system.

13. In the event of the death or resignation of the

Trustee, a meeting of all owners of the parcels upon which dwellings shall have been erected and connected to the water system shall be called by any such parcel owner. Such meeting shall be held upon the same conditions and under the same rules as an annual meeting for election of Trustee. The successor Trustee elected thereat shall serve until the next regular election to be held the following second Monday in January.

14. The Trustee may be removed by an affirmative vote of owners of a majority of the parcels improved with dwellings connected to the water system, for any cause, at a meeting called for that purpose. Said meeting may be called by any four (4) such parcel owners upon ten (10) days notice.

These Articles of Trust may be amended by the written consent of owners of a majority of the parcels improved with dwellings connected to the water system at such time as there are ten or more connected users to the water system. Prior to the Water Trust having ten connected users, Davy and Knudsen, a Partnership, has the right to amend these Articles of Trust.

15. The Circuit Court or County Court of La Crosse County, Wisconsin, shall have jurisdiction over this trust, and the owner of any parcel may apply to either of said courts by petition for instructions relating to this trust or any matter in connection with the operation of said water system.

16. This trust shall terminate as provided below:

(a) The Trustee shall transfer the within water system,

facilities and easements to a governmental authority or to a public utility company controlled by the State Public Service Commission (1) at the request of, and upon such terms and conditions as may be approved by the owner or owners of a majority of the properties connected to the system, or (2) upon the issuance of a judicial decree requiring such transfer. The term "transfer" as used herein shall include, but is not limited to, transfer by sale or as the result of condemnation proceedings. Immediately upon such transfer this trust shall terminate.

(b) In the event that other adequate water service is provided through means other than the within water supply system and facilitates by a governmental authority or public utility company controlled by the State Public Service Commission, this trust shall terminate and the Trustee shall dispose of the within water system, facilities and easements upon such terms and conditions as may be approved by the owner or owners of a majority of the properties connected to the water system.

(c) Upon the termination of this trust, any proceeds from the disposition of the assets of the water system, other than cash reserves, shall be divided proportionately among the then owners of the parcels described within Exhibit "A" hereunto annexed.

(d) Upon the termination of this trust, any cash reserves shall be divided proportionately among the then owners of the

parcels improved with dwellings which are connected to the system in proportion to the number of such dwellings owned by such parcel owners.

17. Davy and Knudsen, a partnership, installers and signator hereto, does hereby represent that the water system above referred to shall be installed and constructed in compliance with the standards of the Department of Natural Resources of the State of Wisconsin, that the said system has been approved by said Department of Natural Resources and that said system is, and shall be, free and clear of any liens or encumbrances.

The foregoing shall be construed as covenants running with the land and shall be inserted by reference in all deeds, conveying any part of the property described and upon such conveyance shall be deemed to create easements in the land affected thereby, and shall inure to the benefit of the owners and their heirs, executors, administrators and assigns.

Dated this 13th day of July, 1969.

DAVY AND KNUDSEN, a general partnership

By [Signature]
Raymond H. Davy, Partner

By [Signature]
Charles B. Knudsen, Partner

ACCEPTANCE OF TRUSTEE

Raymond H. Davy, being Trustee above-named, does by these presents hereby accept the terms and conditions of the Trust indenture set forth above.

Dated this 13th day of July, 1989. . .

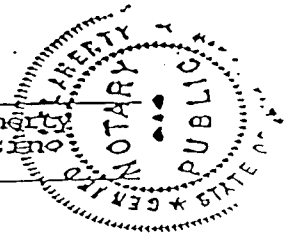
[Handwritten Signature]
Raymond H. Davy

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

Personally came before me this 13th day of July, 1989, Raymond H. Davy, and Charles B. Knudsen, General Partners of Davy and Knudsen, to me known to the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such general partners of the partnership as their free act and deed of said Partnership.

[Handwritten Signature]
Notary Public, Gerard O'Flaherty
La Crosse County, Wisconsin
My Commission expires:

Permanent.



CONSENT OF MORTGAGE HOLDERS

Richard D. Walter and Myron R. Waldow, hereby consent to the creation of the "Innsbruck North Water Trust" and the execution and recording of the "Articles of Trust of Innsbruck North Water Trust" by Davy and Knudsen, a Minnesota General Partnership consisting of Raymond H. Davy and Charles B. Knudsen. Richard D. Walter and Myron R. Waldow have an interest in the property known as Innsbruck North by virtue of a Mortgage dated January 3, 1989 and recorded in the La Crosse County Register of Deed's Office on January 27, 1989 at 11:00 A.M. in Volume 836 of Records, page 752 as Document No. 1019001.

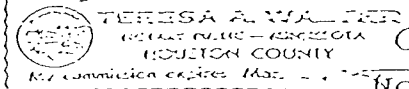
Dated this 13th day of July, 1989.

Richard D. Walter
RICHARD D. WALTER

Myron R. Waldow
MYRON R. WALDOW

STATE OF MINNESOTA)
) SS.
COUNTY OF HOUSTON)

Personally came before me, this 13 day of July, 1989, the above named Richard D. Walter to me known to be the person who executed the foregoing instrument and acknowledge the same.

 Theresa A. Walter
Notary Public
Houston County Minnesota
My Commission expires Mar. 1990

AUTHENTICATION

The signature of Myron R. Waldow is hereby authenticated this 13th day of July, 1989.

Gerard O'Flaherty
Gerard O'Flaherty
Member State Bar of Wisconsin

EXHIBIT A

Legal Description - Well Trust North

Part of the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 26 and part of the East 1/2 of the NW 1/4; the NE 1/4; the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 35 Township 17 North of Range 7 West, La Crosse County, Wisconsin, including Lots 17, 18 and 19 of Certified Survey Map No. 143 and Lot 16 of Certified Survey Map No. 143, described as follows: Beginning at the Northwest corner of the SE 1/4 of the SW 1/4 of said Section 26; thence North 88 degrees 13 minutes 07 seconds East along the North line thereof 1293.21 feet to the Northeast corner thereof; thence continuing North 88 degrees 13 minutes 11 seconds East along the North line of the SE 1/4 of the SW 1/4 of said Section 26 a distance of 628.88 feet; thence South 0 degrees 07 minutes 09 seconds East 1592.50 feet; thence South 45 degrees 07 minutes 09 seconds East 1122.52 feet; thence South 1 degree 00 minutes West 1137.74 feet; thence North 89 degrees 08 minutes 50 seconds West 130.77 feet to the Northeast corner of Lot 1 of Certified Survey Map No. 68; thence continuing North 89 degrees 08 minutes 50 seconds East along the North line of said Certified Survey Map No. 68 a distance of 330.14 feet to the Northwest corner thereof, said point also being the Northeast corner of Lot 2 of Certified Survey Map No. 124; thence along the North line of said Certified Survey Map No. 124 the following 2 courses and distances: North 89 degrees 50 minutes 06 seconds East 211.90 feet and North 43 degrees 46 minutes 23 seconds West 90.10 feet to the Northwest corner of Lot 5 of said Certified Survey Map No. 124; thence South 35 degrees 22 minutes 18 seconds West along the West line of said Lot 5 a distance of 623.17 feet to a point on the North line of Lunsbruck Road; thence North 45 degrees 46 minutes 23 seconds West along said North right-of-way line 56.54 feet; thence South 47 degrees 27 minutes 54 seconds West 66 feet to a point on the South right-of-way line of North Lunsbruck Road; thence North 42 degrees 32 minutes 06 seconds West along said South right-of-way line 99.92 feet to the Northeast corner of Lot 16 of Certified Survey Map No. 164; thence South 44 degrees 23 minutes 29 seconds West 224.33 feet; thence South 45 degrees 32 minutes 05 seconds East 132.16 feet; thence South 13 degrees 59 minutes 06 seconds West 156.75 feet; thence South 3 degrees 52 minutes 45 seconds West 346.25 feet; thence North 76 degrees 51 minutes 22 seconds West 1329.63 feet to the West line of the NE 1/4 of the SW 1/4 of said Section 35; thence North 0 degrees 25 minutes 50 seconds West along said West line 330 feet to the Northwest corner thereof; thence North 0 degrees 25 minutes 54 seconds West 2624.92 feet to the Northwest corner of the NE 1/4 of the NW 1/4 of said Section 35; thence North 0 degrees 16 minutes 54 seconds West 1322.84 feet to the Northwest corner of the SE 1/4 of the SW 1/4 of said Section 26 and the point of beginning.

Lots 16, 17, 18 and 19 CSM #143 referred to in description are in Vol. 1 of CSM's.

SESW } 26
 SWSE }
 E 1/2 NW }
 NE }
 NESW } 31
 SWSE }
 17-7

EXHIBIT B

Description of Water System to be Constructed
By Well Trust North

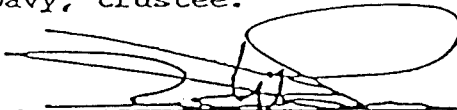
WATERMAIN EXTENSION

1. 3,975 L.F. 8" PVC Watermain
2. 100 L.F. 6" Hydrant lead
3. 1,700 L.F. 6" PVC Watermain
4. Four 8" Gate valves
5. Two 2" Gate valves
6. Seven Fire Plug Hydrants.
7. 2,600 C.I. Fittings
8. Connection to existing Main
9. 100 C.Y. rock excavation
10. 500 S.F. 2" Styrofoam
11. 400 C.Y. sand cushion

CERTIFICATE

The undersigned, being persons who have an interest in the property located within "Innsbruck North" do hereby adopt the Articles of Trust of Innsbruck North Water Trust which were executed on July 13, 1989 by Davy and Knudsen, a general partnership and by Raymond H. Davy, trustee.

Dated: 7-20-89



David W. Long

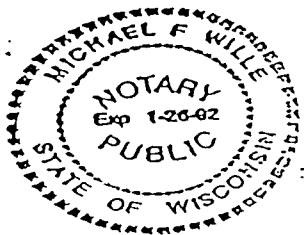
Dated: 7-20-89



Constance R. Long

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

Personally came before me this 20 day of July, 1989, the above David W. Long and Constance R. Long to me known to be the persons who executed the foregoing instrument and acknowledge the same.



Michael F. Wille
Notary Public,
La Crosse County, Wisconsin
My Commission 1-26-92

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner of real estate described on Exhibit "A" hereunto annexed, in order to provide a water system for domestic water use to service the lands described in said Exhibit "A", has heretofore constructed a well and water supply equipment upon the premises described in Exhibit "B" hereunto annexed, and has likewise caused water mains to be connected to said well and installed as described on Exhibit "C" hereunto annexed, in such manner so as to be available for lateral connections to service the various lots described on Exhibit "A"; and,

WHEREAS, it is intended to sell and convey to various purchasers from time to time parcels of property described within Exhibit "A", upon which homes have been or are about to be erected, and such sales shall include the right to take water from said well through the mains and laterals above described;

NOW, THEREFORE, the undersigned does by these presents convey to the Trustee hereinafter named, an easement to maintain the well water supply equipment, water mains and laterals above set forth, on the conditions and terms of this declaration; and the undersigned does covenant and agree that, upon the conveyance by it of any parcels of property described within Exhibit "A", it will make such conveyances subject to the terms and conditions of this instrument, so that such purchasers shall have the right to take water from the water system described above, on the following terms and conditions to-wit:

1. Each owner of a parcel of property described within Exhibit "A" shall become the owner of an undivided interest in and to the well water supply equipment and water mains.

2. The Trustee hereinafter referred to shall have the right to enter upon any portion of the premises carrying the water pipes, mains and laterals for the purpose of making an inspection, repairs, upkeep and any other purpose which may be incidental to or necessary to the maintaining of the water system.

3. Each lot owner may connect laterals to the water mains for the purpose of supplying water to such building lot in such manner as may be directed by the Trustee, the laying and connection of such lateral pipes to be at the expense of the owner, After connection with the system, he shall be obligated to make the payments provided in paragraph four (4).

4. Each owner of each parcel shall pay to the Trustee for each parcel owned and hooked up to said system, except as otherwise provided in subparagraph 4(d):

(a) A connection charge of \$50.00 at the time of said connection or the effective date of these Articles, whichever is later;

(b) Annually on the second Monday in January, beginning in the year 1977, \$30.00;

(c) The pro rata share of the electrical bill with respect to the operation of said well system; and

(d) Each owner of each parcel shall pay to the Trustee for each parcel owned, whether or not hooked up to said system, the pro rata share of any special assessment made by the Trustee for maintenance, repairs and replacements when the annual charge is deemed inadequate.

5. No owner of any parcel above described shall provide or dig any well for supplying water upon any portion of the premises hereinabove described.

6. The owner of each lot shall have the right to free an unobstructed access to said water system, subject to the same right as the owners of each of the other lots, to the end that all of said owners may draw water from said water system as herein provided. Such water system to be for domestic water use only.

7. Each owner of a lot shall be bound by the rules and regulations relating to the use of the water system as may be promulgated by the Trustee and approved by a majority of the owners as hereinafter provided.

8. In the event that any owner may fail to pay charges levied for the maintenance, use and upkeep of the water plant, then upon 5 days notice the water service to said parcel may, at the option of the Trustee, be discontinued, and for the purpose the Trustee is empowered upon failure of payment of such charges to disconnect and sever any parcel from the water system. Such service shall be reinstated upon payment of all charges in arrears, together with the cost of disconnecting and connecting the service.

9. A Trustee shall be selected annually for the purpose of managing and operating the water plant and water system. Such Trustee shall be elected on the second Monday in January in each year in the manner following: The then acting Trustee shall give 10 days notice to the owners of all parcels improved with dwellings and connected with the water system shown on the water system records, of the proposed meeting for the election of a Trustee. Such meeting shall be held at a place in La Crosse County, Wisconsin, designated by the Trustee, and reasonably convenient for the transaction of business. At such meeting, each owner shall be entitled to cast 1 vote for each parcel owned by him upon which a dwelling has been erected, and which dwelling is being serviced by the water system. A Trustee shall be elected at such meeting by a majority of the votes cast, with four votes constituting a quorum. Upon election, the new Trustee shall receive from the retiring Trustee all books and records of the water system, together with all funds on hand, and the new Trustee shall have the management and operation of the water system for the ensuing year, or until his successor is duly appointed. The first election shall take place on the second Monday in January, 1978, and until then Raymond H. Davy shall be the Trustee. An appropriate instrument shall be recorded in the office of the Register of Deeds by the acting Trustee indicating his election and appointment, if, as and when the occasion arises.

10. The Trustee shall have the right to operate and manage the water system and shall collect from the owner of each parcel connected to the water system the charges required to be paid as hereinabove provided and shall keep said water system in good repair.

11. The Trustee shall keep true and correct accounts of all income and expense, which books of account shall be subject to the inspection of any of the parcel owners.

12. The Trustee shall promulgate rules and regulations relating to the use of water supplied by the water plant, subject to the approval of owners of a majority of the parcels improved with dwellings and connected to the water system. The Trustee shall when necessary adjust the payment provided for in paragraph 4 so as to assure sufficient funds to cover all expenses of operation and establish an adequate reserve for replacements subject to the approval of owners of a majority of the parcels improved with dwellings and connected to the water system.

13. In the event of the death or resignation of the Trustee, a meeting of all of the owners of the parcels upon which dwellings shall have been erected and connected to the water system shall be called by any such parcel owner. Such meeting shall be held upon the same conditions and under the same rules as an annual meeting for election of Trustee. The successor Trustee elected thereat shall serve until the next regular election to be held the following second Monday in January.

14. The Trustee may be removed by an affirmative vote of owners of a majority of the parcels improved with dwellings connected to the water system, for any cause, at a meeting called for that purpose. Said meeting may be called by any 4 such parcel owners upon 10 days notice.

15. The Circuit Court or County Court of La Crosse County, Wisconsin, shall have jurisdiction over this trust, and the owner of any parcel may apply to either of said courts by petition for instructions relating to this trust or any matter in connection with the operation of said water system.

16. This trust shall terminate as provided below:

(a) The Trustee shall transfer the within water system, facilities and easements to a Governmental authority or to a public utility company controlled by the State Public Service Commission (1) at the request of, and upon such terms and conditions as may be approved by the owner or owners of a majority of the properties connected to the system, or (2) upon the issuance of a judicial decree requiring such transfer. The term "transfer" as used herein shall include, but is not limited to, transfer by sale or as the result of condemnation proceedings. Immediately upon such transfer this trust shall terminate.

(b) In the event that other adequate water service is provided through means other than the within water supply system and facilities by a Governmental authority or public utility company controlled by the State Public Service Commission, this trust shall terminate and the Trustee shall dispose of the within water system, facilities and easements upon such terms and conditions as may be approved by the owner or owners of a majority of the properties connected to the water system.

(c) Upon the termination of this trust, any proceeds from the disposition of the assets of the water system, other than cash reserves, shall be divided proportionately among the then owners of the parcels described within Exhibit "A" hereunto annexed.

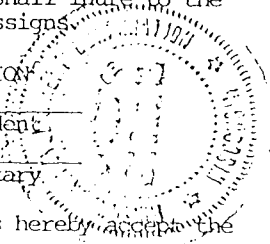
(d) Upon the termination of this trust, any cash reserves shall be divided proportionately among the then owners of the parcels improved with dwellings which are connected to the system in proportion to the number of such dwellings owned by such parcel owners.

17. Innsbruck Development Corporation, installers and signator hereto, does hereby represent that the water system above referred to has been installed and constructed in compliance with the standards of the Department of Natural Resources of the State of Wisconsin, that the said system has been approved by said Department of Natural Resources and that said system is free and clear of any liens or encumbrances.

The foregoing shall be construed as covenants running with the land and shall be inserted by reference in all deeds, conveying any part of the property described and upon such conveyance shall be deemed to create easements in the land affected thereby, and shall inure to the benefit of the owners and their heirs, executors, administrators and assigns.

Dated November 15, 1976.

INNSBRUCK DEVELOPMENT CORPORATION
By _____
RAYMOND H. DAVY President
Attest: _____
CLETUS LINK Secretary



ACCEPTANCE OF TRUSTEE

RAYMOND H. DAVY, being Trustee above named, does by these presents hereby accept the terms and conditions of the Trust indenture set forth above.

Dated November 15, 1976.

Signed: _____
RAYMOND H. DAVY

NY2 SE-35-17-1
SW NE
SW NW
NW SW 7 36-17-7

NOV 16 1976

RECORDED

AT 11:00 A. M.

VOL 582 PAGE 922

STATE OF WISCONSIN)
) ss
LA CROSSE COUNTY)

EVERETTE B. BURGE
REGISTER OF DEEDS
La Crosse County
Wisconsin

Personally came before me this 15th day of November, 1976, Edward H. Davy, President and Cletus Link, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such officers of the corporation as the free act and deed of the said corporation, by its authority.

Margaret B. Benedict
Notary Public, State of Wisconsin, La
Crosse County My Commission: 8/21/79

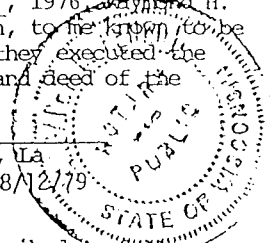


EXHIBIT "A"

Part of Section 35, Township 17 North, Range 7 West La Crosse County, described as follows: The Northeast Quarter of the Southeast Quarter (NE 1/4, SE 1/4) of Section 35: The East Half of the Northwest Quarter of the Southeast Quarter (E 1/2, NW 1/4, SE 1/4) of Section 35 which lies Northeasterly of the following described line: Commencing at the Northeast corner of said East Half of the Northwest Quarter of the Southeast Quarter, thence South along the East line thereof a distance of 990 feet to the point of beginning of the line to be described, in a Northwesterly direction to the West line of said East Half of the Northwest Quarter of the Southeast Quarter at a point 825 feet South of the Northwest Corner of said 20 acre tract; the East half of the Southwest Quarter of the Northeast Quarter (E 1/2, SW 1/4, NE 1/4); the Southeast Quarter of the Northeast Quarter (SE 1/4, NE 1/4) of Section 35 which lies Southwesterly of the following described line: Commencing at the Southeast corner of said Southeast Quarter of the Northeast Quarter thence North 660 feet, thence Northwest 254.6 feet, thence West 330 feet, thence Northwest 678.8 feet, thence West 330 feet more or less to the West line of said 40 acre tract and there terminating; also

Part of Section 36, Township 17 North, Range 7 West, La Crosse County, described as follows: Part of the Southwest Quarter of the Northwest Quarter (SW 1/4, NW 1/4) of said Section 36 beginning at the Southwest corner of said Southwest Quarter of the Northwest Quarter, thence North 660 feet thence Southeast 933.4 feet more or less to a point on the South line of said Southwest Quarter of the Northwest Quarter 660 feet East of the Southwest corner of said Southwest Quarter of the Northwest Quarter, thence West along said North line 660 feet to the point of beginning; the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4) of said Section 36, excepting therefrom the following: Commencing at the Southwest corner of said SE 1/4 of the NW 1/4; thence north, along the west line thereof, 280.0 feet to the point of beginning of this Exception; thence North 87° 01' East 453.22 feet; thence North 39° 28' West 191.6 feet; thence along the arc of a 243.82 foot radius curve, concave to the southwest, 79.29 feet, the chord of which bears North 48° 47' West and measures 78.94 feet; thence North 58° 06' West 70.0 feet; thence along the arc of a 60.24 foot radius curve, concave to the south, 70.62 feet, the chord of which bears South 88° 19' West and measures 66.64 feet; thence South 54° 44' West 192.75 feet; thence along the arc of a 312.97 foot radius curve, concave to the Southeast, 79.57 feet, the chord of which bears South 47° 27' West and measures 79.35 feet; thence South 40° 10' West 164.0 feet; thence along the arc of a 30.22 foot radius curve, concave to the east, 35.36 feet, the chord of which bears South 6° 45' 30" West and measures 33.39 feet; thence North 26° 39' West 19.93 feet; thence South 46° 50' West 206.9 feet; thence South 17° 50' West 223.53 feet; thence South 44° 19' East 350.0 feet; thence Easterly 185.8 feet to a point on the east line of the Northeast quarter of the Northwest quarter of the Southwest quarter (NE 1/4NW 1/4SW 1/4) of said Section 36 which is North 1° 58' 55" West 287.7 feet north of the southeast corner thereof; thence North 1° 58' 55" West, along the east line thereof and the west line of the Southeast quarter of the Northwest quarter (SE 1/4NW 1/4) of said Section 36, a distance of 652.3 feet, more or less, to the point of beginning of this Exception.

FURTHER EXCEPTING lands taken for public roadways.

EXHIBIT "B"

Outlot #1 according to certified Survey Map # 69, Document No. 863472 recorded in Volume 1 of La Crosse County Certified Survey Maps, Page 69.

EXHIBIT "C"

Well, pumping equipment and distributing equipment approved by Wisconsin Department of Natural Resources.

RIGHT OF WAY EASEMENT
FOR
UNDERGROUND LINES (ELECTRIC) SUBDIVISIONS
Cont.

maintenance of its facilities. Any shrubbery, fence or other structure placed in the eight (8) foot easement strip shall be at the risk of the property owner, and the Grantee will not be responsible for damages to the same resulting from the exercise of this easement.

In addition to the foregoing, the Grantor hereby grants unto the Grantee during the period of construction and during any subsequent period in which maintenance, inspection, repairs, or reconstruction thereof may be necessary, the right of ingress to and egress from said easement strips, and the right and privilege of using such land abutting on said easement as may be necessary for the purpose of placing thereon materials excavated from said line of easement and for the purpose of bringing upon the said line of construction such machinery, conduit, conductor, and other equipment as may be necessary.

To have and to hold unto the said Grantee, its successors and assigns forever. This conveyance shall be binding on the heirs, representatives, assigns, and Grantees of the Grantor.

The undersigned holder of Mortgage lien as to said premises above described, for the consideration above stated, does hereby consent to said easement free and clear of said lien.

Witness the Hands and Seals of the grantors (and the person(s), if any, joining in and consenting to this easement) this 17 day of August, 1976
In the presence of:

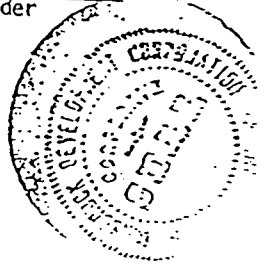
Herold O'Flaherty
John
Herold O'Flaherty
John

INNSBRUCK DEVELOPMENT CORPORATION
By: Raymond H. Davy, President (SEAL)
Cletus H. Link (SEAL)
Attest: Cletus H. Link, Secretary (SEAL)
Donald Schiems (SEAL)
Donald Schiems, Mortgage Lienholder

SEP 24 1976

RECORDED
11 1:50 P M

ERNESTINE A. KUNZE
REGISTER OF DEEDS
La Crosse County
Wisconsin



STATE OF WISCONSIN)
County of La Crosse) ss.

Personally came before me, this 17 day of August A.D., 1976
the above named officers of INNSBRUCK DEVELOPMENT CORPORATION, Raymond H. Davy, President
and Cletus H. Link, Secretary.

to me known to be the person(s) who executed the foregoing instrument and acknowledged
the same.

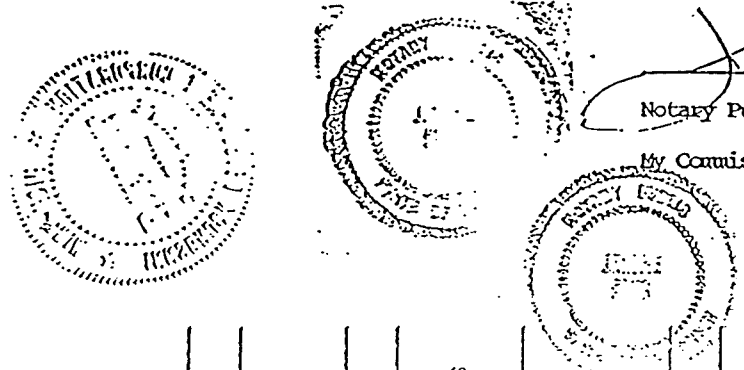


[Signature]
Notary Public, La Crosse County, Wisc.
My Commission Expires Permit 1976

CALIFORNIA
STATE OF ~~WISCONSIN~~)
County of ~~La Crosse~~) ss.

Personally came before me, this 17 day of August A.D., 19 76
the above named Donald Schams

to me known to be the person(s) who executed the foregoing instrument and acknowledged
the same.



[Signature]
George Rios
Notary Public, San Bernardino County, ~~Wisconsin~~ California
My Commission Expires Permit 1976

FROM _____
TO _____
RIGHT OF WAY EASEMENT
FOR RURAL ELECTRIC UNDERGROUND LINES
REGISTER'S OFFICE
County of _____)
State of Wisconsin) ss.
Received for record this _____
day of _____, 19____, at _____
_____ o'clock _____ M., as instrument No. _____
_____ and recorded in Vol. _____
of _____ on page _____

Register of Deeds

Deputy

EXHIBIT A

(1)

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$, SW $\frac{1}{4}$) and the West Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$) of Section 26, Township 17 North, Range 7 West.

(2)

The South Half of the Southeast Quarter of the Northeast Quarter (S $\frac{1}{2}$, SE $\frac{1}{4}$, NE $\frac{1}{4}$) of Section 35, Township 17 North, Range 7 West and all that part of the North Half of the Southeast Quarter of the Northeast Quarter (N $\frac{1}{2}$, SE $\frac{1}{4}$, NE $\frac{1}{4}$) of said Section 35 which lies Southwesterly of the following described line: Commencing at the Southeast corner of said North Half of the Southeast Quarter of the Northeast Quarter, thence Northwest 254.6 feet, thence West 330 feet, thence Northwest 678.8 feet more or less to a point on the North line of the above-described 20-acre tract, thence West 330 feet to the Northwest corner of said 20-acre tract and there terminating.

(3)

All that part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$, NE $\frac{1}{4}$) of Section 35, Township 17 North, Range 7 West described as commencing at the Southwest corner of the above-described 40-acre tract, thence North along the West line of said 40-acre tract 330 feet, thence Southeast to a point on the South line of said 40-acre tract, thence West 330 feet to the point of beginning.

(4)

All that part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$, NE $\frac{1}{4}$) of Section 35, Township 17 North, Range 7 West which lies Southwesterly of the following described line: Commencing at the midpoint of the North line of the above-described 40-acre tract, thence South 330 feet, thence Southeast to a point on the East line of said 40-acre tract, thence South 330 feet to the Southeast corner of said 40-acre tract and there terminating.

(5)

Part of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$, SE $\frac{1}{4}$) and part of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$, SW $\frac{1}{4}$) all in Section 35, Township 17 North, Range 7 West, described as follows: Commencing at the Northeast corner of said Northwest Quarter of the Southeast Quarter and the point of beginning of this description: thence South along the East line thereof, 990 feet; thence in a Northwesterly direction to a point on the West line of said Northeast Quarter of the Southwest Quarter 330 feet South of the Northwest corner thereof; thence North along said West line, 330 feet to said Northwest corner; thence East along the North line of said Northeast Quarter of the Southwest Quarter and Northwest Quarter of the Southeast Quarter of said Section 35 to the Northeast corner of said Northwest Quarter of the Southeast Quarter and the point of beginning.

(6)

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$, SE $\frac{1}{4}$) of Section 35, Township 17 North, Range 7 West.

(7)

The East Half of the Northwest Quarter (E $\frac{1}{2}$, NW $\frac{1}{4}$) of Section 35, Township 17 North, Range 7 West.

(8)

The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$, NE $\frac{1}{4}$) of Section 35, Township 17 North, Range 7 West.

(9)

The West Half of the Northwest Quarter of the Southwest Quarter (W $\frac{1}{2}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$) of Section 36, Township 17 North, Range 7 West; also part of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$) of Section 36, Township 17 North, Range 7 West described as commencing at the Southeast corner of the above-described 10-acre tract, thence Northwest to the Northwest corner of said 10-acre tract, thence South to the Southwest corner of said 10-acre tract, thence East to the place of beginning.