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LEGAL DOCUMENTS FOR VILLA FARMS NORTH & VILLA FARMS SOUTH

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**Declaration of Covenants, Conditions
and Restrictions to the Plats of Villa
Farms North and Villa Farms South**

1440642

LACROSSE COUNTY
REGISTER OF DEEDS
DEBORAH J. FLOCK

RECORDED ON
01/12/2006 10:01AM

REC FEE: 43.00
TRANSFER FEE:
EXEMPT #:

PAGES: 17

Document Number

Title of Document

Outlot 1, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of Villa Farms North, Town of Holland, La Crosse County, Wisconsin.

Outlot 1, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of Village Farms South, Town of Holland, La Crosse County, Wisconsin.

Record this document with the Register of Deeds

Name and Return Address:
Attorney Kristine L. Gerke
Gerke Law Office, LLC
1283 County Road PH
Onalaska, WI 54650

8-173-0; 8-175-0; 8-176-0; 8-178-0;
8-190-0; 8-192-0

(Parcel Identification Number)

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
TO THE PLATS OF
VILLA FARMS NORTH AND VILLA FARMS SOUTH,
TOWN OF HOLLAND, LA CROSSE COUNTY, WISCONSIN**

This declaration made this 18 day of December, 2005 by JAE Enterprises, LLC, a Wisconsin Limited Liability Company, hereinafter called Declarant and Mark N. Neader and Michelle M. Neader, hereinafter called Neader.

Whereas, Declarant is the owner of real property located in the Town of Holland, La Crosse County, State of Wisconsin, which is more particularly described as:

A true and correct copy of the legal descriptions is attached hereto as Exhibit A.

Whereas, Neader is the owner of real property located in the Town of Holland, La Crosse County, State of Wisconsin, which is more particularly described as:

Lot 12, Villa Farms North, Town of Holland, La Crosse County, Wisconsin.

Whereas, Declarant and Neader desire to create thereon a residential community with open spaces and common facilities for the benefit of the owners thereof; and

Whereas, Declarant and Neader desire to provide for the preservation of the values of the lots and for the maintenance of said open spaces and common facilities, and to that end desire to subject the real property described to the covenants, restrictions, easements, charges and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

Whereas, Declarant and Neader deem it desirable for the preservation of the values of said lots to create an agency to which shall be delegated and assigned the power to maintain and administer the common properties and enforce the covenants and restrictions and collect and disburse the assessments and charges hereinafter created; and

Whereas, Declarant has created the Villa Farms Homeowner's Association, Inc., a Wisconsin non-stock corporation for the purpose of exercising the functions of regulating and funding the open spaces and facilities, along with restrictions on the construction and use of the Lots in the Villa Farms Subdivision;

Now, therefore, Declarant and Neader declares that the real property described hereinabove shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens (hereinafter referred to as covenants and restrictions) hereinafter set forth, which covenants and restrictions shall run with the real property and be binding on all parties having any right, title or interest in the properties or any part thereof, and their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

- a. "Association" shall mean and refer to the Villa Farms Homeowner's Association, Inc., a Wisconsin non-stock corporation, its successors and assigns.
- b. "Common Properties" shall mean and refer to all of the scenic and conversation easement as referenced in the plats of Villa Farms North and Villa Farms South, both subdivisions to the Town of Holland, La Crosse County, Wisconsin.
- c. "Declarant" shall mean and refer to JAE Enterprises, LLC, a Wisconsin Limited Liability Company.
- d. "Developer" shall mean and refer to JAE Enterprises, LLC, a Wisconsin Limited Liability Company.
- e. "Neader" shall mean and refer to Mark N. Neader and Michelle Neader.
- f. "Villa Farms Subdivision" shall mean and refer to all properties subject to this Declaration, including but not limited to Villa Farms North and Villa Farms South.
- g. "Lot" shall mean and refer to any platted lot in the Properties, excluding Outlot 1, Villa Farms South, located in the NE ¼ of the SE ¼, Section 17, T18N-R7W, Town of Holland, La Crosse County, Wisconsin.
- h. "Member" shall mean and refer to all Owners who are members of the Association as provided in Article III, Section 1, hereof.
- i. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon either the Villa Farms North or Villa Farms South Subdivisions, but notwithstanding any applicable theory of mortgages, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or deed in lieu of foreclosure. "Owner" shall not include the owner of Outlot 1, Villa Farms South, located in the NE ¼ of the SE ¼, Section 17, T18N-R7W, Town of Holland, La Crosse County, Wisconsin.
- j. "Properties" shall mean and refer to all of the real property subject to this Declaration, including but not limited to Villa Farms North and Villa Farms South, and all improvements now or hereafter located thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Holland, County of La Crosse, State of Wisconsin, and is more particularly described as follows:

Legal Descriptions are attached hereto as Exhibit A

Section 2. **TIMBER RIGHTS WITHHELD BY DEVELOPER.** JAE Enterprises, LLC and/or Jack A. Edwards, their successors and/or assigns, hereby exclusively retain all timber rights in and on all of the real estate subject to this Declaration, including but not limited to the common properties, open spaces, or the Lots. Said timber rights include, but are not limited to, any and all walnut trees planted on said real estate. JAE Enterprises, LLC and/or Jack A. Edwards, their successors and/or assigns, also exclusively retains a permanent ingress/egress easement in order to gain access to said timber that shall run with the land.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. **MEMBERSHIP.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association and shall be bound by the terms and conditions of this declaration, the By-Laws of the Association, and such rules and regulations as may be promulgated and adopted by the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage and the period in which the fee owner may redeem from such foreclosure has terminated. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall only be considered the owner of the Lot if (i) the voting rights of the land contract vendor are delegated to the vendee under such land contract; and (ii) the vendee shall furnish proof of such delegation to the Association. Membership shall be appurtenant to any and may not be separated from ownership of any Lot.

On transfer, conveyance, or sale by any owner of all of his or her or its interest in any Lot, the owner's membership in the Association shall cease and terminate.

Except as provided in this Declaration, the Association shall be the sole judge of the qualification of its membership and of the right to participate in and vote at its meetings.

Section 2. **VOTING RIGHTS.** The Association shall have one (1) class of voting membership:

Members shall be all those owners referred to in Section 1, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among

themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT. Every Member shall have a non-exclusive easement over the Common Properties for open-space and recreational purposes. Such easement shall be appurtenant to and shall pass with title to every Lot.

Section 2. EXTENT OF MEMBERS' EASEMENTS. The rights and easements created hereby and the title of the Owners to the Common Properties shall be subject to the following, and as further provided herein:

- a. The right of the Association, as provided in its By-Laws, to suspend the voting and enjoyment rights of any Member for any period during which any assessments remains unpaid, as provided in the Association's By-Laws; provided;
- b. The right of the Declarant to make use of such portions of the Common Properties as may be necessary and incidental to the construction of the initial improvements upon the Villa Farms Subdivision, including, without limitation, vehicular ingress and egress, vehicular parking, storage and maintenance of models and signs advertising Living Units in Villa Farms Subdivision together with the right of the Declarant to execute and deliver any and all necessary conveyances or dedications to governmental authorities or public utilities deemed necessary by Declarant for the purpose of providing public utilities to Villa Farms Subdivision; provided, however, that the Declarant shall promptly restore any damage to the Common Properties by reason of any construction incident to the foregoing.

Section 3. TITLE TO COMMON PROPERTIES. Declarant shall convey marketable legal title to the Common Properties to the Association.

Section 4. TAXES AND SPECIAL ASSESSMENTS ON COMMON PROPERTIES. Taxes and special assessments that would normally be levied against the Common Properties by a governmental entity shall be paid for by the Association.

Section 5. DELEGATION OF RIGHTS. An owner may delegate his or her right and easement of enjoyment in and to the Common Properties to the members of his or her family, or a contract vendee who is entitled to possession of the Lot (subject to rules and regulations of the Association).

Section 6. NOT A CONDOMINIUM. This document does not and is not intended to create a condominium within the meaning of Wisconsin Statutes Chapter 703.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Declarant and Neader, for each Lot owned by it within the Villa Farms Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be and hereby is deemed to covenant and agree to pay to the Association annual assessments or charges. The annual assessment to be fixed, together with such interest thereon and costs of collection thereof and reasonable attorneys' fees as hereinafter provided, shall be a charge on the land and shall be a continuing lien on each such Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to the owner's successors in title if not paid by the original Owner.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association under this Article V shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Villa Farms Homeowners Association, Inc., and, in particular, for the maintenance of the common properties and enforcement of the provisions contained here in this Declaration of Covenants, Conditions, and Restrictions. An adequate reserve fund shall be maintained for such items as taxes, maintenance, repairs, enforcement and other items as determined by the Association.

Section 3. EFFECT OF NONPAYMENT OF ASSESSMENT: PERSONAL OBLIGATION OF THE OWNER; LIEN; REMEDIES OF ASSOCIATION. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of eight percent (8%) per annum from the due date, and the Association may bring an action at law against the owner personally obligated to pay the same. There shall also be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event that a judgment is obtained, such judgment shall include interest on the assessment, as above provided, and reasonable attorneys' fees to be fixed by the Court, together with all other costs of the action.

No Owner may waive or otherwise avoid liability for the assessments provided for herein by no use of the Common Properties or abandonment of his or her Lot.

Section 4. SPECIAL ASSESSMENTS. On the majority vote of the members of the Association in the manner set forth below, the Association may levy, in addition to annual assessments, a special assessment or assessments in any calendar year applicable to that year only, for the purposes of defraying in whole or in part various costs associated with the Common Properties or the Association.

Any special assessment must be approved by the Board of Directors of the Association and have the assent of a majority of the votes of the lot owners at a meeting called for that purpose. Written notice of the meeting called for such purpose shall be sent to all members of the Association at least 10 days in advance of the date of the meeting, setting forth the purpose of the meeting.

ARTICLE VI

EASEMENTS

Section 1. The intent of the Common Properties is to preserve environmentally sensitive areas and open spaces, and to meet the following purposes:

1. To provide efficient use of the land use while maintaining contiguous blocks of economically viable agricultural land, natural woodlands, open space, preservation of historical features, scenic views, natural systems and other desirable features of the natural environment.
2. To require the grouping of houses on sites that have low agricultural potential and low scenic and recreational appeal.
3. To provide for a diversity of lot sizes, housing choices and building densities to accommodate a variety of age and income groups.
4. To minimize the amount of infrastructure needed for the development of residential housing sites. Roads, wells, septic systems and other needed improvements to be designed and constructed to minimize their impacts on the environment.
5. To encourage innovation and promote flexibility, economy and creativity in this low impact residential development.
6. To create neighborhoods with direct access to open space, distinct identities and sense of community.
7. To maximize the conservation and maintenance of open space by requiring large, aggregated, and undeveloped lands.
8. To provide commonly owned open space areas for passive and/or active recreational use by residents of the development and, where specified, the larger community.
9. To preserve scenic views of the valley and elements of the land's natural character.
10. To minimize the visual impacts of development from surrounding lands and roadways.
11. To reduce erosion and sedimentation by the retention of existing vegetation and the minimization of development on steep slopes.
12. To minimize storm water runoff impacts on sensitive resources by maintaining pre-existing hydrological conditions to the greatest extent possible.
13. To implement the Town of Holland's Comprehensive Plan.

Section 2. PERMITTED USES. Permitted uses of the Common Properties include hiking, hunting, horseback riding, and other such uses allowed by the Association.

Section 3. RESTRICTION FOR FURTHER DEVELOPMENT. There shall be no further residential development of the open space area as designated in the plats for the Villa Farms Subdivisions.

ARTICLE VII

BUFFER ZONES

Section 1. ROADWAY BUFFERS PURPOSE. The purpose of the roadway buffers as identified in the plats of the Villa Farms Subdivision is to provide a "greened" edge along County Road TT and O Thompson Road and to prevent direct access to County Road TT from all of the individual lots located in the Villa Farms Subdivision.

Section 2. The roadway buffers shall be planted with trees at the rate of one tree per ten (10) feet of lineal right of way frontage. Tree planting shall be located within the buffer and located in locations to prevent a mature canopy from extending to the road right of way. Planting varieties shall consist of boulevard trees such as Linden, Maple or other types as appropriate to the development plan and as approved by the Town of Holland Town Board. Said planting shall be done by the Owner(s) of the respective Lot at the same time as their dwelling house is constructed.

Section 3. No structure requiring a zoning permit or building permit shall be permitted within the roadway buffers.

Section 4. The roadway buffers shall be under private ownership subject to the terms and conditions of this Article VII; provided however that the scenic and conservation easement as referenced in the plat of the Villa Farms Subdivision shall be owned in common by the Villa Farms Homeowner's Association, Inc.

ARTICLE VIII

RESTRICTIONS

Section 1. RESIDENTIAL LAND USE. The use of all Lots shall be restricted to single-family or two single-family units, zero lot line attached dwellings ("twindominiums") residence purposes.

All dwellings constructed shall be constructed to meet the following minimum requirements:

- a. Said dwellings shall not exceed two stories in height, excluding the basement level. Stick built, log homes, and modular houses shall be permitted.
- b. There shall be at least a two car garage.
- c. All driveways must be paved or concrete.
- d. All dwellings must contain at least 1200 square feet, excluding the basement level. All driveways must be installed within one year of the commencement of construction.
- e. All dwellings must comply with all applicable building codes.
- f. The construction of any building on any of the subject Lots, including all landscaping and sodding or seeding of all yards, shall be completed within six months from the date of commencement. No building shall be allowed to remain with tarpaper or building paper sheathing for a period

longer than three months. The construction site shall be picked up and reasonably free of debris at all times.

- g. No trailer, tent, shack, garage, barn or other outbuildings shall be used as a temporary or permanent residence.
- h. Pole buildings, barns and other outbuildings shall be allowed.
- i. No basement homes shall be erected or placed on any Lot.
- j. All swimming pools must be enclosed by a fence with a height of at least six feet and have a gate that must be secured. Above ground pools shall be allowed if there are adequate screens from the view of neighbors or passers-by are installed.

Section 2. ENVIRONMENTAL AND ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any parcel of land unless a set of building plans has been first submitted to the Developers, or the duly selected agent of the Developers, not less than 30 days prior to the start of construction.

All buildings must be in harmony with the external design and building size of existing structures and as to location, with respect to topography, finish grade elevations and exterior building locations. It is the intention of this provision to preserve the natural grade and terrain and general appearance of the area insofar as possible, and to eliminate any excessive cut or fill, in order to perpetrate and exemplify the natural beauty of the area for the benefit of the Lots.

At the time of construction, or as soon thereafter as weather permits, the owner shall plant at least two shade trees on the edge of their Lot.

The Developers shall have 30 days to approve or reject the building plans submitted pursuant to this paragraph. Building plans not formally approved or rejected in 30 days shall be deemed approved unless enjoined by a court of competent jurisdiction.

Section 3. ENVIRONMENTAL AND ARCHITECTURAL CONTROL SUCCESSION. While the Developers retain ownership of a Lot in Villa Farms Subdivision, environmental and architectural control shall be determined by the Developers or their duly authorized agent.

In the event the Developer resigns from its duties in regard to environmental and architectural control, the Board of Directors of the Association shall assume all environmental and architectural control for Villa Farms Subdivision. The Board of Directors of the Association may elect to delegate such control to one or more Association Members.

Section 4. UTILITY EASEMENTS. Utility easements shall be shown on the plats of the Villa Farms North and Villa Farms South subdivisions. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. No property owner shall make any substantial cut or alteration of natural terrain other than excavation of a basement.

Section 5. ADVERTISING SIGNS. No sign of any kind shall be displayed to the public view on any parcel of land, except one sign not more than five feet square

advertising the property for sale, or used by a builder to advertise the property during the construction and sales period.

Section 6. FENCES. Any fences which are constructed on any parcel of land must be built with wooden fencing material or other such materials as approved by the Developer. In the event of the resignation of the Developer, then the Board of Directors of the Association shall determine the type of fencing material and the manner in which any fence is built in the Villa Farms Subdivision.

Section 7. RECREATIONAL VEHICLE STORAGE. No boat, snowmobile, trailer, self-contained motor home, travel trailer, camper, tent or mobile home shall be stored for more than eight hours within the areas of the front and side set-back areas. Said vehicles stored elsewhere on said Lots shall be screened from view from adjoining Lots and only after approval from the Developers.

Section 8. STORAGE OF FIREWOOD. No firewood shall be stored within the front or side set-back areas and no firewood shall be stored on the premises with the exception of inside storage areas.

Section 9. VACANT LOTS. Vacant lots shall not be used for the storage of any materials, vehicles, boats, firewood, and the like. Weeds shall be controlled in conformity with municipal ordinances.

Section 10. GARAGE CONSTRUCTION. There shall be built upon each Lot simultaneous with the building of each dwelling house a garage which shall be no smaller than a two car garage.

The garage may either be attached, "tucked under", or detached, but in any event must have an exterior appearance similar in color and material to the dwelling house.

Section 11. DRAINAGE. Run off shall not be altered in any such way as to cause increased drainage upon any adjoining Lot in the development.

Drainage from each Lot shall be directed in such a way as to direct flow to the Lot lines and not directly, or indirectly, to any structure located elsewhere in this or adjacent subdivisions.

Section 12. ODORS. Each owner understands and acknowledges that the area surrounding the Villa Farms Subdivision consists mainly of farms that have both livestock and cropland. As a result, there are certain odors associated with said farms that must be tolerated by all owners in the Villa Farms Subdivision.

Section 13. NOXIOUS PRACTICES. No noxious or offensive trade, activity or practice shall be carried on upon the Lots, nor shall any trade become an annoyance or a nuisance to other residents. Rubbish, trash, garbage and other waste shall be kept in clean and sanitary containers, and either stored indoors, or sheltered from public view by fencing or other aesthetically pleasing screening, except on trash pickup day. No incinerators are allowed.

Section 14. OUTDOOR LIGHTING, TELEVISION SATELLITE DISHES AND TOWERS. Unless approved by the Developer or its duly authorized agent, exterior lighting not attached to the dwelling shall not be placed higher than eight (8') feet from ground level and no television satellite dishes larger than 18" in diameter shall be placed or erected on any Lot. Radio or television towers may not exceed fifteen (15') feet in height from ground level.

ARTICLE IX

GENERAL PROVISIONS

Section 1. TERM: These DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS are permanent, binding and are to run with the parcels of land designated as the Villa Farms Subdivision to the Town of Holland, and shall be binding on all parties and all persons claiming an interest in said subdivision into perpetuity.

Section 2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

If for any reason these DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS are not enforced, or if in the event that the Villa Farms Homeowner's Association, Inc., fails to organize or cease to exist, the Town of Holland or La Crosse County may assume the powers and responsibilities as provided in these Declaration of Covenants, Conditions, and Restrictions. The persons or entity enforcing these covenants and restrictions shall be allowed to recover monetary damages and/or injunctive relief or both.

Section 3. 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.

The Association shall, at all times, observe all of the laws, regulations, ordinances, and the like of the Town of Holland, La Crosse County, State of Wisconsin, and of the United States of America, and, if, at any time, any of the provisions of this Declaration shall be found to be in conflict with them, then such parts of this Declaration as are in conflict with those laws, regulations, ordinances, and the like shall become null and void, but no other part of this declaration not in conflict shall be affected.

Section 4. AMENDMENT PROCEDURE: These covenants may be amended by a majority vote of the Lot owners of Villa Farms, a Subdivision, except that any amendment also requires the written approval of the Declarant, while said Declarant retains ownership in any Lot in the Villa Farms Subdivision. The owner(s) of each Lot shall be entitled to one vote for each Lot owned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 29 day of December, 2005.

[Handwritten signature of Mark N. Neader]
Mark N. Neader

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 29 day of December, 2005, by Mark N. Neader.

[Handwritten signature of Wendy Stark]
Notary Public, La Crosse County
State of Wisconsin
My commission: 10-19-08



[Handwritten signature of Michelle Neader]
Michelle Neader

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 29 day of December, 2005, by Michelle Neader.

[Handwritten signature of Wendy Stark]
Notary Public, La Crosse County
State of Wisconsin
My commission: 10-19-08



JAE ENTERPRISES, LLC

BY: Jack A Edwards
Jack A. Edwards, sole member

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 18 day of December, 2005, by Jack A. Edwards, the sole member of JAE Enterprises, LLC, a Wisconsin Limited Liability Company.

Kristine L Gerke
Notary Public, La Crosse County
State of Wisconsin
My commission: is permanent

This instrument drafted by:
Attorney Kristine L. Gerke
Gerke Law Office, LLC
1283 CTH PH
Onalaska, WI 54650
Phone: 608-781-5747
Fax: 608-781-2691

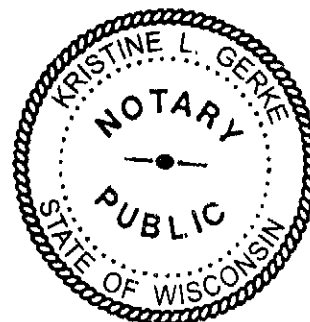


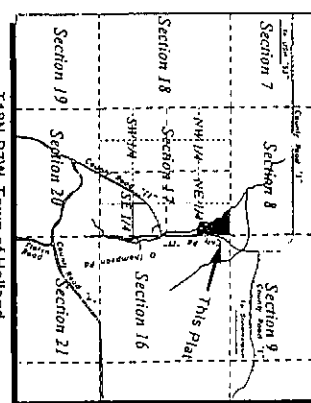
EXHIBIT A

Tilla Farms North

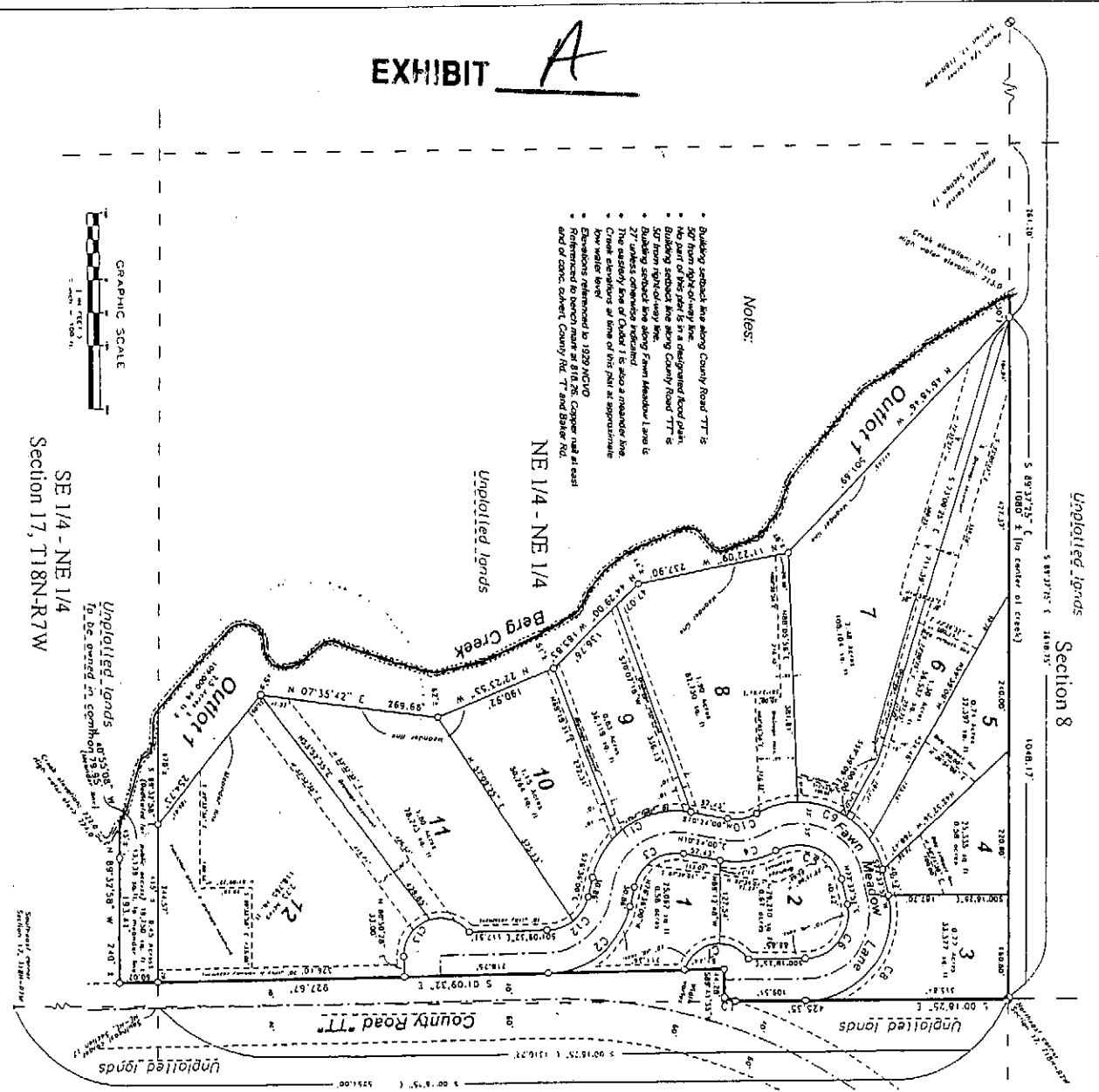
Located in the NE 1/4 - NE 1/4 & the SE 1/4 - NE 1/4
 Section 17, T18N-R7W
 Town of Holland, La Crosse County, Wisconsin

Parcel area = 775,888 sq. ft.
 17.81 acres

Location Sketch 1" = 3000'



T18N-R7W, Town of Holland,
 La Crosse County, Wis.



Notes:

- Building setback line along County Road TT is 50' from right-of-way line.
- No part of this plat is in a designated flood plain.
- 50' zoning setback along County Road TT is 50' from right-of-way line.
- Building setback line along Farm Member Lane is 27' unless otherwise indicated.
- The existing line of Outlot 1 is also a remainder line.
- Creek elevations at time of this plat as approximate.
- Dotted water line shown.
- See plat recorded by 1829 MCD.
- Reference to town maps at 810.25 Cooper and at east end of conc. cement, County Rd. TT and Baker Rd.

GRAPHIC SCALE
 1" = 750'

SE 1/4 - NE 1/4
 Section 17, T18N-R7W

Unplotted lands
 To be owned in common

Bearing Data: East line Section 17, T18N-R7W (Recorded as S 00°19'25" E)

LEGEND

- 1 Found Locus Marker
- 2 Found well & 100'
- 3 2nd 1 1/2" x 1 1/2" iron rod
- 4 1 1/2" x 1 1/2" iron rod
- 5 1 1/2" x 1 1/2" iron rod
- 6 1 1/2" x 1 1/2" iron rod
- 7 1 1/2" x 1 1/2" iron rod
- 8 1 1/2" x 1 1/2" iron rod
- 9 1 1/2" x 1 1/2" iron rod
- 10 1 1/2" x 1 1/2" iron rod
- 11 1 1/2" x 1 1/2" iron rod
- 12 1 1/2" x 1 1/2" iron rod
- 13 1 1/2" x 1 1/2" iron rod
- 14 1 1/2" x 1 1/2" iron rod
- 15 1 1/2" x 1 1/2" iron rod
- 16 1 1/2" x 1 1/2" iron rod
- 17 1 1/2" x 1 1/2" iron rod
- 18 1 1/2" x 1 1/2" iron rod
- 19 1 1/2" x 1 1/2" iron rod
- 20 1 1/2" x 1 1/2" iron rod
- 21 1 1/2" x 1 1/2" iron rod

There are no objections to this plat, with respect to Secs. 236, 15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats., as provided by s. 236.12, Wis. Stats.

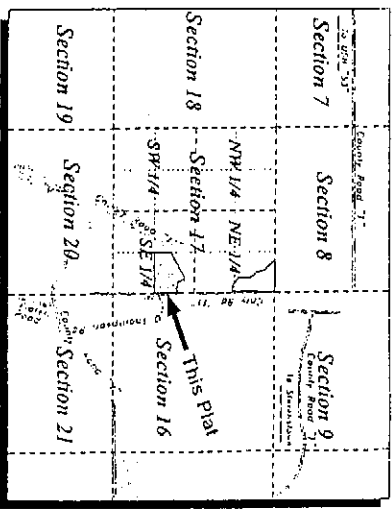
Certified *Alfred J. 2/20/05*

Robert J. P. P. A.
 Department of Administration

Tilla Farms South

Located in the NE 1/4 - SE 1/4
 Section 17, T18N-R7W
 Town of Holland,
 La Crosse County, Wisconsin

Location Sketch (no scale)



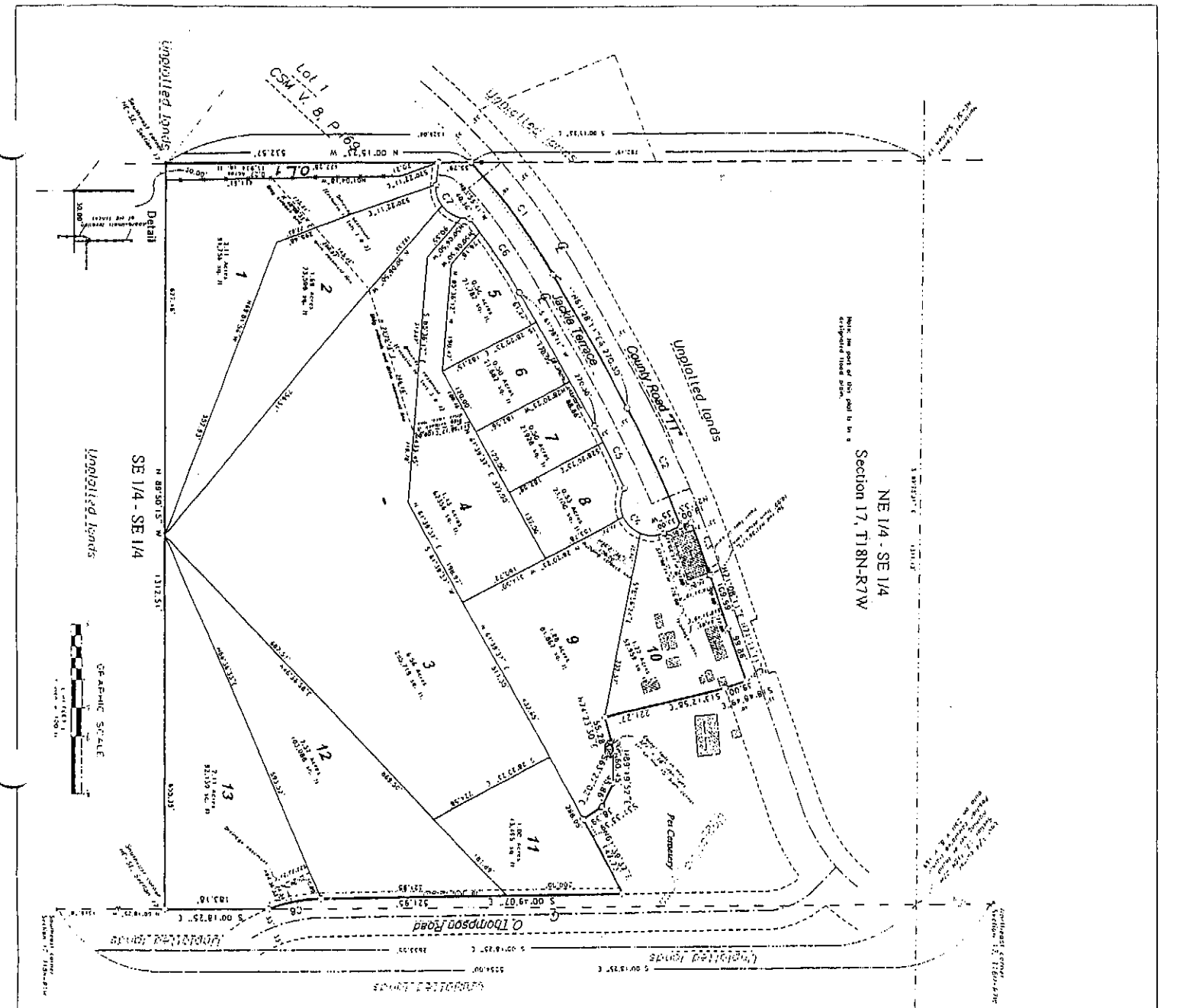
T18N-R7W, Town of Holland,
 La Crosse County, Wis.

There are no objections to this plat with respect to Secs. 7, 8, 15, 20, 16, 20, 20 and 21, T18N-R7W, La Crosse County, Wis. State as provided by § 236.12, Wis. Stat.

Certified *September 13, 2005*
Rebecca A. Pankratz
 Department of Administration

Curve table

Curve	Let	Int	Radius	Chord	Curve bearing	Ch length	Tangent in	Tangent out
C1	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C2	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C3	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C4	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C5	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C6	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C7	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C8	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C9	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C10	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C11	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C12	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C13	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C14	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C15	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C16	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C17	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C18	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C19	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C20	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C21	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C22	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C23	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30
C24	207.78	118.30	118.30	127.72	292°53'21"	118.30	118.30	118.30



Villa Farms South

Located in the NE 1/4 - SE 1/4
Section 17, T18N-R7W
La Crosse County, Wisconsin

Surveyor's Certificate

I, Stephen J. Seiber, Registered Land Surveyor, hereby certify:
that in full compliance with the provisions of chapter 236 of the
Wisconsin statutes and the subdivision regulations of the town of
Holland, Wisconsin, I have surveyed and located the center of said land,
more surveyed, divided and mapped Villa Farms South,
that such plat correctly represents all exterior boundaries and the
subdivision of the land surveyed; that the NE 1/4 of the SE 1/4, Section 17,
T18N, R7W, Town of Holland, La Crosse County, Wisconsin described
as follows:
Commencing at the southeast corner of said Section 17; thence
along the east line of Section 17, S 89°18'23" E 118.678 feet
to the southeast corner of the NE 1/4 of the SE 1/4 and the point
of beginning.

- Thence N 89°50'15" W 131.251 feet to the southeast corner
of the NE 1/4 of the SE 1/4; S 67°15'37" W 53.257
feet to the southeast corner of the SE 1/4 of the
NE 1/4;
- Thence S 89°18'23" E 118.678 feet to the southeast corner
of the NE 1/4 of the SE 1/4 and the point
of beginning.
- Thence N 89°50'15" W 131.251 feet to the southeast corner
of the NE 1/4 of the SE 1/4; S 67°15'37" W 53.257
feet to the southeast corner of the SE 1/4 of the
NE 1/4;
- Thence S 89°18'23" E 118.678 feet to the southeast corner
of the NE 1/4 of the SE 1/4 and the point
of beginning.
- Thence N 89°50'15" W 131.251 feet to the southeast corner
of the NE 1/4 of the SE 1/4; S 67°15'37" W 53.257
feet to the southeast corner of the SE 1/4 of the
NE 1/4;
- Thence S 89°18'23" E 118.678 feet to the southeast corner
of the NE 1/4 of the SE 1/4 and the point
of beginning.
- Thence N 89°50'15" W 131.251 feet to the southeast corner
of the NE 1/4 of the SE 1/4; S 67°15'37" W 53.257
feet to the southeast corner of the SE 1/4 of the
NE 1/4;
- Thence S 89°18'23" E 118.678 feet to the southeast corner
of the NE 1/4 of the SE 1/4 and the point
of beginning.
- Thence N 89°50'15" W 131.251 feet to the southeast corner
of the NE 1/4 of the SE 1/4; S 67°15'37" W 53.257
feet to the southeast corner of the SE 1/4 of the
NE 1/4;
- Thence S 89°18'23" E 118.678 feet to the southeast corner
of the NE 1/4 of the SE 1/4 and the point
of beginning.
- Thence N 89°50'15" W 131.251 feet to the southeast corner
of the NE 1/4 of the SE 1/4; S 67°15'37" W 53.257
feet to the southeast corner of the SE 1/4 of the
NE 1/4;
- Thence S 89°18'23" E 118.678 feet to the southeast corner
of the NE 1/4 of the SE 1/4 and the point
of beginning.
- Thence N 89°50'15" W 131.251 feet to the southeast corner
of the NE 1/4 of the SE 1/4; S 67°15'37" W 53.257
feet to the southeast corner of the SE 1/4 of the
NE 1/4;
- Thence S 89°18'23" E 118.678 feet to the southeast corner
of the NE 1/4 of the SE 1/4 and the point
of beginning.

As owners, we hereby certify that we caused the bond described on this
plat to be executed, approved and recorded as required by s.236.15
of the Wisconsin Statutes and we have acknowledged the same in the
Town of Holland, Dept of Administration and to Crosse County.

Owner's Certificate

Date: _____
Signed: _____
Owner: _____
Date: _____
Signed: _____
Owner: _____

State of Wisconsin
County of La Crosse
Personally came before me this _____ day of _____, 2005, the above
named _____, known to me to be the person who executed the foregoing instrument and
acknowledged the same.
Notary Public
By commission expires: _____

Approval of Governing Bodies Town Board Resolution

I hereby certify that the date of the Town Board, held in the town of
Holland, La Crosse County, Wisconsin is hereby approved by the Town
Board.

Date: _____
Signed: _____
Town Chairman
Date: _____
Signed: _____
Town Clerk

Certificate of Town Treasurer

I, _____, being duly elected, qualified and
acting as Treasurer of the Town of Holland, Wisconsin, do hereby certify that the
resfers in my office have not been returned by taxes and no unpaid taxes or
special assessments as of _____, 2005, affecting the land included in
this plat are included in Villa Farms South.

Certificate of County Treasurer

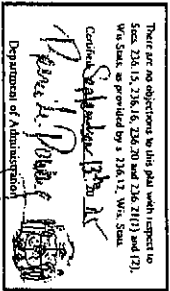
I, _____, being duly elected, qualified and
acting as Treasurer of the County of La Crosse, do hereby certify that the
resfers in my office have not been returned by taxes and no unpaid taxes or
special assessments as of _____, 2005, affecting the land included in
this plat are included in Villa Farms South, Town of Holland, La Crosse County, Wisconsin.

Certificate of Register of Deeds

I, _____, Register of Deeds for the County of
La Crosse, Wisconsin, do hereby certify that the above described plat is
correctly recorded in the records of the County of La Crosse, Wisconsin, and
the same is duly recorded.

Resolution of Planning, Resource & Development Committee

Resolved, that the plat of Villa Farms South, located in the
Town of Holland, La Crosse County, Wisconsin is hereby approved by the
Planning, Resource & Development Committee.
Date: _____
Signed: _____
Committee Chairman
Date: _____
Signed: _____
County Clerk



Stephen J. Seiber, RLS 1546
Eagle Ridge Land Surveying
1407 Milwaukee St.
La Crosse, WI 54601
Lic. Exp. 12/31/2005
Rev. Aug. 2, 2005
Proc. Aug. 12, 2005

**DECLARATION OF DEED
RESTRICTIONS**

Document Number

Title of Document

1 4 1 0 4 4 0

LACROSSE COUNTY
REGISTER OF DEEDS
DEBORAH J. FLOCK

RECORDED ON
12/13/2004 02:41PM

REC FEE: 13.00
TRANSFER FEE:
EXEMPT #:

PAGES: 2

Record this document with the Register of Deeds

Name and Return Address:

Attorney Kristine L. Gerke
Gerke Law Office, LLC
1283 County Road PH
Onalaska, WI 54650

8-173-0; 8-175-0; 8-176-0; 8-178-0;
8-190-0; 8-192-0

(Parcel Identification Number)

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17,
Township 18 North, Range 7 West. That part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17,
Township 18 North, Range 7 West, La Crosse County, described as follows:
Commencing at the Southeast corner of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North along the
East line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ 589 feet to the point of beginning; said point being
the center of County Trunk Highway "TT"; thence continuing North on said East line 269
feet; thence South 68° 30' West 200 feet; thence South 22° 17' East 291 feet to the center
of County Trunk Highway "TT"; thence along said centerline on a curve concave to the
Southeast, the arc of which bears North 57° 03' East 110 feet to the point of beginning.

DECLARATION OF DEED RESTRICTIONS

JAE Enterprises, LLC, the owner of the property described on the cover sheet of this document, hereby makes the following declarations as to limitations, restrictions and uses of land for the benefit of the present owners and all future owners:

- 1. The division of these lands is subject to review and approval by the La Crosse County Planning, Resources and Development Committee.
- 2. The development of this land shall be limited to accommodate, at the most, 35 single-family homes.
- 3. Restrictions and covenants are to be filed with the La Crosse County Zoning, Planning and Land Information Office as well as the Town of Holland, in order to avoid ordinance conflicts.
- 4. All layout and design of public and semi-public improvements shall be subject to review and approval by the La Crosse County Planning, Resources, and Development Committee.

These restrictions are permanent and binding on the present owner as well as all future owners. Authority to enforce these restrictions is hereby vested in La Crosse County. The restrictions can only be amended or removed after a public hearing by the La Crosse County Board and final approval by the La Crosse County Board.

JAE Enterprises, LLC

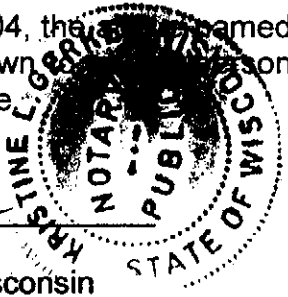
BY: Jack A. Edwards
Jack A. Edwards, sole member

ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of La Crosse)

Personally came before me this 13th day of December, 2004, the person named Jack A. Edwards, the sole member of JAE Enterprises, LLC, known to me as the person who executed the foregoing instrument and acknowledged the same.

Kristine L. Gerke
Kristine L. Gerke
Notary Public, State of Wisconsin
My commission: is permanent



This instrument was drafted by
Attorney Kristine L. Gerke
Gerke Law Office, LLC
1283 CTH PH
Onalaska, WI 54650
608-781-5747

DOCUMENT NO.

AFFIDAVIT OF CORRECTION

THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS.

THIS FORM SHOULD NOT BE USED FOR THE FOLLOWING PURPOSES WITHOUT THE NOTARIZED SIGNATURES OF THE GRANTOR/GRANTEE*

- Altering boundary lines
- Adding property
- Altering title/ownership
- Deleting property

AFFIANT, hereby swears or affirms that the attached document recorded on the 13th day of December, 2004 (year) in volume _____, page _____, as document no. 1410440

and was recorded in the Register of Deeds of La Crosse

County, State of WI, contained the following error

(if more space is needed, please attach an addendum):

The Declaration of Deed Restrictions contained an incorrect legal description.

RECORDING AREA

NAME AND RETURN ADDRESS

**Attorney Kristine L. Gerke
Gerke Law Office, LLC
1283 County Road PH
Onalaska, WI 54650**


8-173-0; 8-175-0; 8-176-0, 8-178-0;

Pin: 8-190-0; 8-192-0

The correction is as follows (if more space is needed, please attach an addendum):
See attached Exhibit A for the correct legal description.

A complete original or copy of the original document should be attached.

Dated this 13th day of January, 2005.


Affiant's Signature (type name below)

* Kristine L. Gerke

Grantee's Signature (type name below)

* _____

Grantor's Signature (type name below)

* _____

Grantee's Signature (type name below)

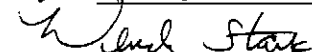
* _____

Grantor's Signature (type name below)

* _____

STATE OF Wisconsin
COUNTY OF La Crosse)SS.

Subscribed and sworn to (or affirmed) before me this 13th day of January, 2005.


(type name below)

Wendy Stark

Notary Public, State of **Wisconsin**

My Commission (expires) (is): 10/19/2008

Attorney Kristine L. Gerke

Drafted by: **Gerke Law Office, LLC**

EXHIBIT A

A 168.14-acre parcel for a two-phase cluster development for single-family residences with acreage for natural area green space on land described as: The E $\frac{1}{2}$ -NE, the SW-NE, the E $\frac{1}{2}$ -S $\frac{1}{2}$ -NE-NW, the NE-SE EXCEPT the Pet Memorial Cemetery; and, that part of the NW-SE described in tax parcel 8-192-0, all in Section 17, T 18 N, R 7 W. Town of Holland.

**DECLARATION OF DEED
RESTRICTIONS**

Document Number

Title of Document

1410440

LACROSSE COUNTY
REGISTER OF DEEDS
DEBORAH J. FLOCK

RECORDED ON
12/13/2004 02:41PM

REC FEE: 13.00
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Record this document with the Register of Deeds

Name and Return Address:

Attorney Kristine L. Gerke
Gerke Law Office, LLC
1283 County Road PH
Onalaska, WI 54650

8-173-0; 8-175-0; 8-176-0; 8-178-0;
8-190-0; 8-192-0

(Parcel Identification Number)

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JAE Enterprises, LLC

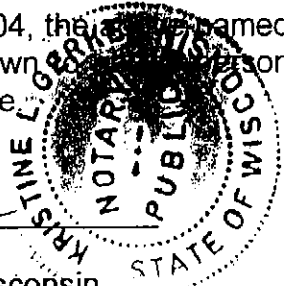
BY: Jack A. Edwards
Jack A. Edwards, sole member

ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of La Crosse)

Personally came before me this 13th day of December, 2004, the person named Jack A. Edwards, the sole member of JAE Enterprises, LLC, known to me as the person who executed the foregoing instrument and acknowledged the same.

Kristine L. Gerke
Kristine L. Gerke
Notary Public, State of Wisconsin
My commission: is permanent



This instrument was drafted by
Attorney Kristine L. Gerke
Gerke Law Office, LLC
1283 CTH PH
Onalaska, WI 54650
608-781-5747

**VILLA FARMS HOMEOWNER'S ASSOCIATION, INC.
BY-LAWS**

The name of the association is the Villa Farms Homeowner's Association, Inc., a Wisconsin non-stock corporation, hereinafter referred to as the "Association." This Association shall be responsible for implementation of the Declaration of Covenants, Conditions, and Restrictions to the Plats of Villa Farms North and Villa Farms South, Town of Holland, La Crosse County, Wisconsin, placed of record in the Office of the Register of Deeds for La Crosse County on January 12, 2006, recorded as Document No. 1440642.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

- a. "Association" shall mean and refer to the Villa Farms Homeowner's Association, Inc., a Wisconsin non-stock corporation, its successors and assigns.
- b. "Common Properties" shall mean and refer to all of the scenic and conservation easement as referenced in the plats of Villa Farms North and Villa Farms South, both subdivisions to the Town of Holland, La Crosse County, Wisconsin.
- c. "Declarant" shall mean and refer to JAE Enterprises, LLC, a Wisconsin Limited Liability Company.
- d. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions to the Plats of Villa Farms North and Villa Farms South, Town of Holland, La Crosse County, Wisconsin.
- e. "Developer" shall mean and refer to JAE Enterprises, LLC, a Wisconsin Limited Liability Company.
- f. "Neader" shall mean and refer to Mark N. Neader and Michelle Neader.
- g. "Villa Farms Subdivision" shall mean and refer to all properties subject to this Declaration, including but not limited to Villa Farms North and Villa Farms South.
- h. "Lot" shall mean and refer to any platted lot in the Properties, excluding Outlot 1, Villa Farms South, located in the NE1/4 of the SE1/4, Section 17, T18N-R7W, Town of Holland, La Crosse County, Wisconsin.
- i. "Member" shall mean and refer to all Owners who are members of the Association as provided in Article III, Section 1, of the Declaration.
- j. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon either the Villa Farms North or Villa Farms South subdivisions, but notwithstanding any applicable theory of mortgages, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title

pursuant to foreclosure or deed in lieu of foreclosure. Owner shall not include the owner of Outlot 1, Villa Farms South, located in the NE1/4 of the SE ¼, Section 17, T18N-R7W, Town of Holland, La Crosse County, Wisconsin.

- k. "Properties" shall mean and refer to all of the real property subject to this Declaration, including but not limited to Villa Farms North and Villa Farms South, and all improvements now or hereafter located thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS SUBJECTED THERETO

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Holland, County of La Crosse, State of Wisconsin, and is more particularly described as follows:

Legal Descriptions are attached hereto as Exhibit A

ARTICLE III

MEETINGS OF MEMBERS

Section 1. ANNUAL MEETINGS. The first annual meeting of the members shall be held within one year from November 1, 2005, with the annual meeting being determined by the Board of Directors of the Association for future years.

Section 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-third (1/3) of all of the votes of the membership.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Declaration of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting

from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. PROXIES. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. NUMBER. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. TERM OF OFFICE. At the first annual meeting, the members shall elect three (3) directors. One director shall be for a term of one (1) year. One director shall be for a term of two (2) years. One director shall be for a term of three (3) years. After their individual first term, all directors shall be elected for a term of three (3) years in order that one director is up for election each year.

Section 3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of the death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of said predecessor.

Section 4. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting, which they could take a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which quorum is present shall be regarded as the act of the Board.

ARTICLE VI

THE BOARD OF DIRECTORS: POWERS, DUTIES, AND RESTRICTIONS

Section 1. POWERS. The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the Common Properties and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b. Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.
- c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;
- d. Employ a manager, an independent contractor or such other employees as it deems necessary, and to prescribe their duties.

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members who are entitled to vote;
- b. Supervise all officers, agents, and employees of this Association, and see that their duties are properly performed;
- c. As more fully provided in the Declaration, to:
 - i. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - ii. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

- d. Procure and maintain adequate liability and hazard insurance, consistent with provisions set forth in the Declaration.
- e. Cause the Common Properties to be maintained in accordance with the Declaration.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS. The officers of this Association shall be a president, and vice-president, who shall at all times be members of the Board of Directors, a secretary/treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. MULTIPLE OFFICES. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board.

SECRETARY-TREASURER

The Secretary-Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such duties as required by the Board.

In addition, the Secretary-Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meetings, and deliver a copy of each to the members.

ARTICLE VIII
BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member (or First Mortgagee as provided in the Declaration). The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association.

ARTICLE IX
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments shall be delinquent if the assessment is not paid within thirty (30) days after the due date. The assessments shall bear interest from the due date at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay same or foreclose the lien against the property, in the manner provided in the Declaration. No owner may waive or otherwise avoid liability for the assessments provided for herein and by the Declaration by non-use of the Common Properties or abandonment of such Owner's Lot.

ARTICLE X

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

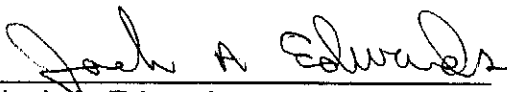
Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on November 1, 2005.

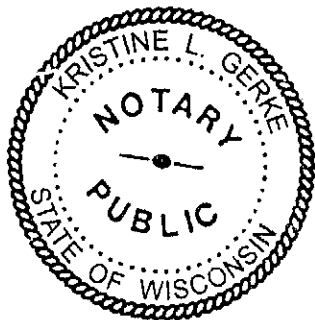
IN WITNESS WHEREOF, we being all the directors of Villa Farms Homeowner's Association, Inc., have hereunto set our hands this 18 day of December, 2005.

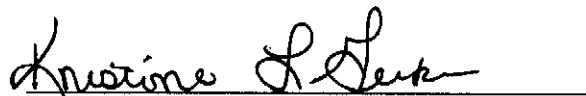


 Jack A. Edwards

STATE OF WISCONSIN)
) SS
 COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 18 day of December, 2005, by Jack A. Edwards.



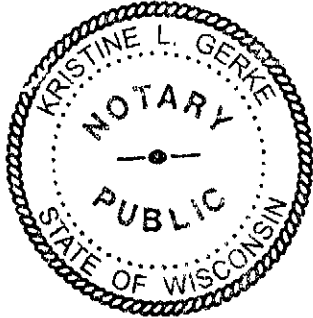


 Notary Public, La Crosse County
 State of Wisconsin
 My commission: is permanent

Cindy Gerke
Cindy Gerke

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 18 day of December, 2005, by Cindy Gerke.



Kristine L. Gerke
Notary Public, La Crosse County
State of Wisconsin
My commission: is permanent

Kristine L. Gerke
Kristine L. Gerke

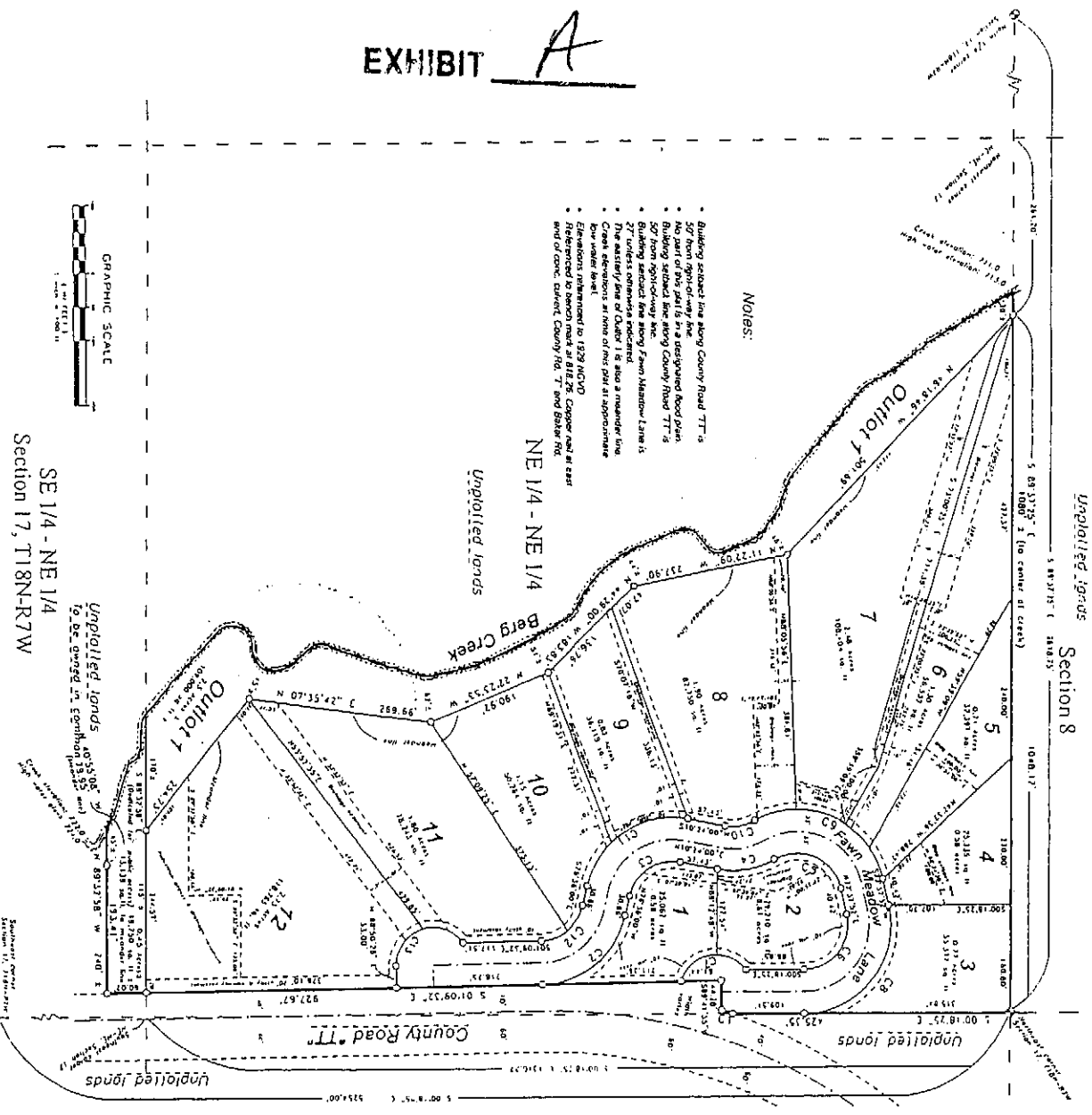
STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 18 day of December, 2005, by Kristine L. Gerke.

John Stas
Notary Public, La Crosse County
State of Wisconsin
My commission: 10-19-08

This instrument drafted by:
Attorney Kristine L. Gerke
Gerke Law Office, LLC
1283 CTH PH
Onalaska, WI 54650
Phone: 608-781-5747
Fax: 608-781-2691

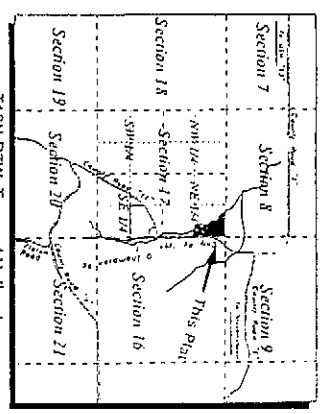
EXHIBIT A



Willis Farms North

Located in the NE 1/4 - NE 1/4 & the SE 1/4 - NE 1/4
Section 17, T18N-R7W
Town of Holland, La Crosse County, Wisconsin

Scale: 1" = 300.00'



Bearing Base: East line Section 17, T18N-R7W (Recorded as S 00°18'23" E)

- LEGEND**
- Existing boundary
 - Proposed boundary
 - Easement
 - Right-of-way
 - Building setback line
 - Flood zone

There are no objections to this plan as reported to the Register of Deeds of La Crosse County, Wisconsin, on this date as provided by s. 189.11, Wis. Stats.

Conrad Altmeyer, Register of Deeds

Conrad Altmeyer
Department of Administration

Villa Farms North

Located in the NE 1/4 - NE 1/4 & the SE 1/4 - NE 1/4
 Section 17, T18N-R7W
 Town of Holland, La Crosse County, Wisconsin

SURVEYOR'S CERTIFICATE

I, Stephen J. Solberg, Registered Land Surveyor, hereby certify that on this computer with the provisions of chapter 235 of the Wisconsin Statutes and the subdivision regulations of the town of Holland and La Crosse County and under the direction of the undersigned owners of said land, have surveyed, divided and mapped Village Farms North, Inc. and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed.

That this land is located in the NE 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4, Section 17, T18N-R7W, Town of Holland, La Crosse County, Wisconsin described as follows:

Beginning at the northeast corner of said Section 17, S 00°18'25" E, 425.55 feet to the westerly right-of-way line of County Road 100; thence along the east line of Section 17, S 00°18'25" E, 425.55 feet to the westerly right-of-way line of County Road 100; thence along the north line of said Section 17, S 00°18'25" E, 425.55 feet to the westerly right-of-way line of County Road 100; thence along the westerly right-of-way line of County Road 100, S 00°18'25" E, 425.55 feet to the southeast corner of said Section 17, S 00°18'25" E, 425.55 feet; thence continuing along said right-of-way line, S 01°09'33" E, 322.52 feet to the southeast corner of said Section 17, S 01°09'33" E, 322.52 feet; thence along said meander line the following seven courses:

M 40°55'08" W 79.93 feet;
 M 07°35'42" E 159.56 feet;
 M 27°23'53" W 190.92 feet;
 M 44°29'00" W 183.83 feet;
 M 11°50'00" E 162.75 feet;
 M 46°18'48" W 501.89 feet to the north line of said Section 17; thence along said line S 08°37'23" E, 1048.17 feet to the point of beginning. Includes land between meander line and center of Berg Creek.

OWNER'S CERTIFICATE

As owner, I hereby certify that I found the land described on this plat to be the same as that described on the plat filed for record on 07/26/05 to be submitted to the following for approval or objection: the Town of Holland, La Crosse County, Dept of Administration.

Signed _____
 Jack G. Gerds, Owner JLC Enterprises, LLC

Date _____

Signed _____
 Jack G. Gerds, Owner JLC Enterprises, LLC

I, _____, do hereby certify that I found the land described on this plat to be the same as that described on the plat filed for record on 07/26/05 to be submitted to the following for approval or objection: the Town of Holland, La Crosse County, Dept of Administration.

Signed _____
 Henry J. Peterson, Registrar of Deeds, La Crosse County, Wisconsin

CURVE TABLE

Curve Let	Arc Length	Radius	Chord bearing	Chord length	Tangent to	Tangent to	Tangent to
C1	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C2	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C3	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C4	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C5	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C6	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C7	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C8	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C9	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C10	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C11	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C12	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C13	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C14	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C15	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C16	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C17	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C18	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C19	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C20	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C21	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C22	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C23	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C24	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C25	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C26	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C27	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C28	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C29	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C30	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C31	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C32	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C33	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C34	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C35	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C36	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C37	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C38	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C39	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C40	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C41	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C42	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C43	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C44	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C45	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C46	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C47	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C48	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C49	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1
C50	173.51	151.55	S 72° 51' 42" E	173.51	S 18° 00' 17" E	S 72° 51' 42" E	C1

These are no objections to this plat with respect to
 Secs 218.15, 218.16, 218.20 and 218.21(1) and (2)
 Wis Stat, as provided by s 218.17, Wis Stat
 dated 7/9/05

Stephen J. Solberg
 Department of Administration

APPROVAL OF GOVERNING BODIES

TOWN BOARD RESOLUTION

Resolved, that the plat of Villa Farms North in the town of Holland, La Crosse County, Wisconsin is hereby approved by the Town Board.

Signed _____
 Town Chairman

I hereby certify that the foregoing is a copy of a resolution adopted by the Board of the Town of Holland.

Signed _____
 Town Clerk

CERTIFICATE OF TOWN TREASURER

I, _____, being duly elected, qualified and acting as Town Treasurer of the town of Holland, La Crosse County, do hereby certify that the records in my office show no unadvalued taxes, and no unpaid taxes or special assessments at or _____ 2005 affecting the lands included in this town plat.

Signed _____
 Town Treasurer

CERTIFICATE OF COUNTY TREASURER

I, _____, being duly elected, qualified and acting as Treasurer of the County of La Crosse, do hereby certify that the records in my office show no unadvalued taxes, and no unpaid taxes or special assessments at or _____ 2005 affecting the lands included in this town plat, Town of Holland, La Crosse County, Wisconsin.

Signed _____
 County Treasurer

CERTIFICATE OF REGISTRAR OF DEEDS

I, _____, Registrar of Deeds for the County of La Crosse, hereby certify that this town plat, located in the Town of Holland, La Crosse County, Wisconsin was received by me _____ 2005 at _____ o'clock _____ m.

Signed _____
 Registrar of Deeds
 La Crosse County

RESOLUTION OF PLANNING, RESOURCE & DEVELOPMENT COMMITTEE

Resolved, that this plat of Villa Farms North, located in the Town of Holland, La Crosse County, Wisconsin is hereby approved by the Planning, Resource & Development Committee.

Signed _____
 Committee Chairman

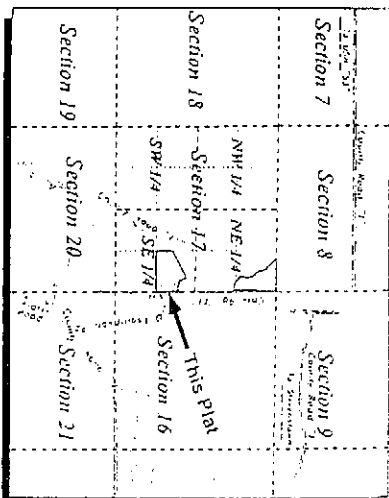
I hereby certify that the foregoing is a copy of a resolution adopted by the La Crosse County Planning, Resource and Development Committee.

Signed _____
 County Clerk

Tilla Farms South

Located in the NE 1/4 - SE 1/4
Section 17, T18N-R7W
Town of Holland,
La Crosse County, Wisconsin

Location Sketch (no scale)



T18N-R7W, Town of Holland,
La Crosse County, Wis.

Legend

- * 1/4 Acre type "acre" map
- ** 1/2 Acre "acre" map
- ▲ 1/4 Acre "acre" map
- 1/2 Acre "acre" map
- ▣ 1/4 Acre "acre" map
- 1/2 Acre "acre" map
- ◻ 1/4 Acre "acre" map
- ◻ 1/2 Acre "acre" map

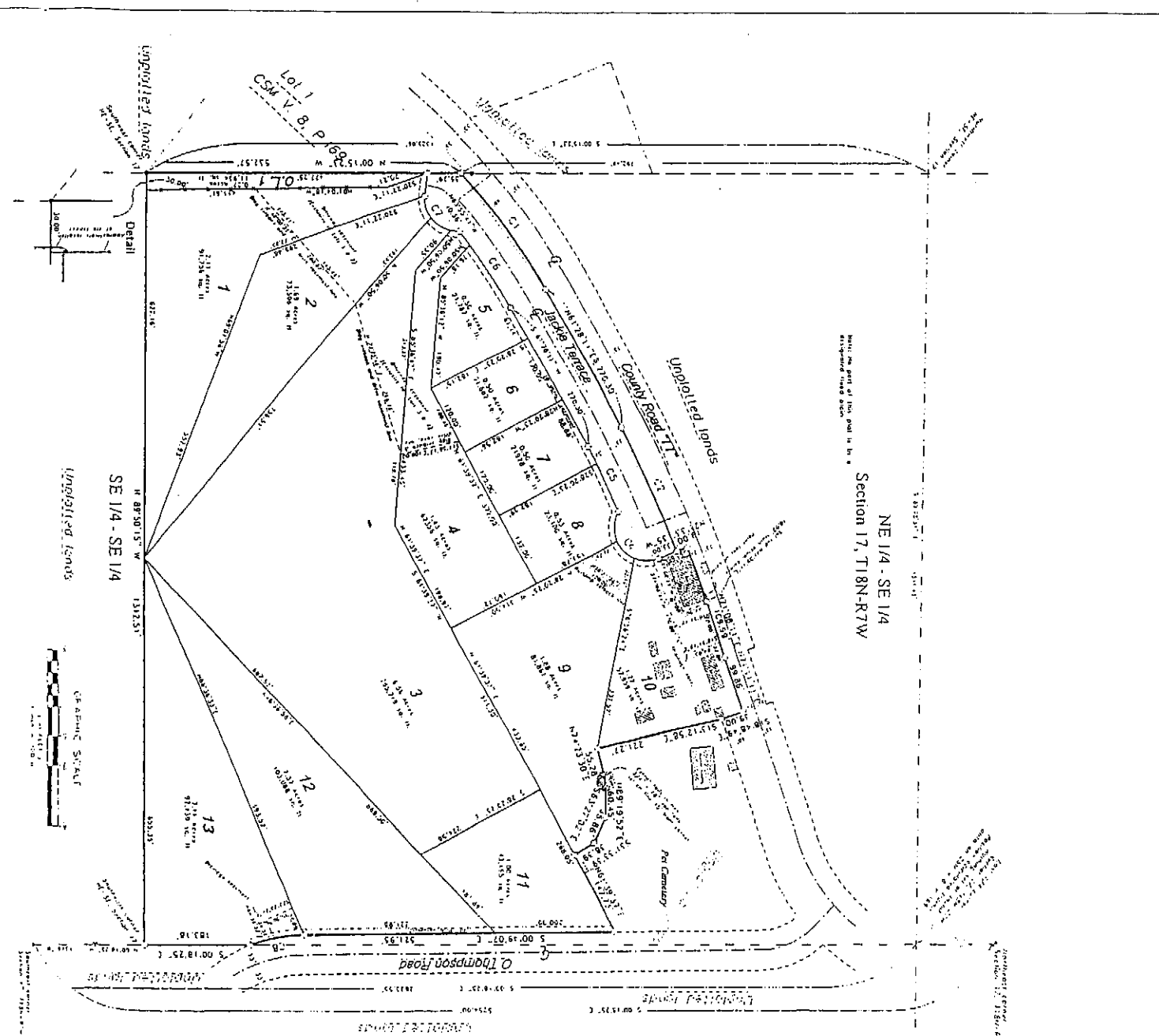
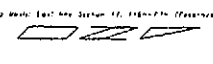
These are not depictions of the plat with respect to
Sections 17, 18, 19, 20, 21 and 22.
766 State approved by 1/3/2012, 2011 State
Enrollment September 13, 2012, 2011
Rebecca A. Pohlert
Department of Administration



Curve table

Curve	lat	deg length	Radius	Chord	Chord bearing	tan length	tan length out
1	22.80	4.19	1.10	1.10	22.80	0.41	0.41
2	22.80	8.38	1.10	2.20	45.60	0.82	0.82
3	22.80	12.57	1.10	3.30	68.40	1.23	1.23
4	22.80	16.76	1.10	4.40	91.20	1.64	1.64
5	22.80	20.95	1.10	5.50	114.00	2.05	2.05
6	22.80	25.14	1.10	6.60	136.80	2.46	2.46
7	22.80	29.33	1.10	7.70	159.60	2.87	2.87
8	22.80	33.52	1.10	8.80	182.40	3.28	3.28
9	22.80	37.71	1.10	9.90	205.20	3.69	3.69
10	22.80	41.90	1.10	11.00	228.00	4.10	4.10
11	22.80	46.09	1.10	12.10	250.80	4.51	4.51
12	22.80	50.28	1.10	13.20	273.60	4.92	4.92
13	22.80	54.47	1.10	14.30	296.40	5.33	5.33
14	22.80	58.66	1.10	15.40	319.20	5.74	5.74
15	22.80	62.85	1.10	16.50	342.00	6.15	6.15
16	22.80	67.04	1.10	17.60	364.80	6.56	6.56
17	22.80	71.23	1.10	18.70	387.60	6.97	6.97
18	22.80	75.42	1.10	19.80	410.40	7.38	7.38
19	22.80	79.61	1.10	20.90	433.20	7.79	7.79
20	22.80	83.80	1.10	22.00	456.00	8.20	8.20
21	22.80	87.99	1.10	23.10	478.80	8.61	8.61
22	22.80	92.18	1.10	24.20	501.60	9.02	9.02
23	22.80	96.37	1.10	25.30	524.40	9.43	9.43

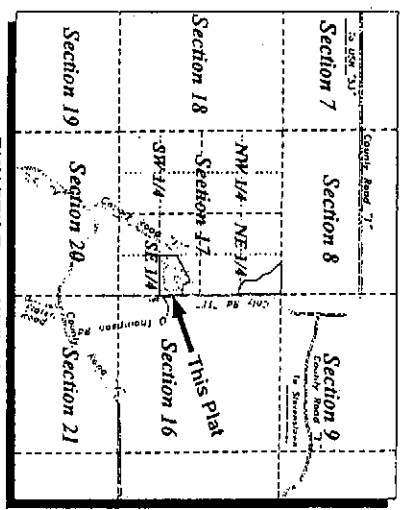
Boundary lines are the boundaries of the sections as shown on the plat.



Tilla Farms South

Located in the NE 1/4 - SE 1/4
 Section 17, T18N-R7W
 Town of Holland,
 La Crosse County, Wisconsin

Location Sketch (no scale)



T18N-R7W, Town of Holland,
 La Crosse County, Wis.

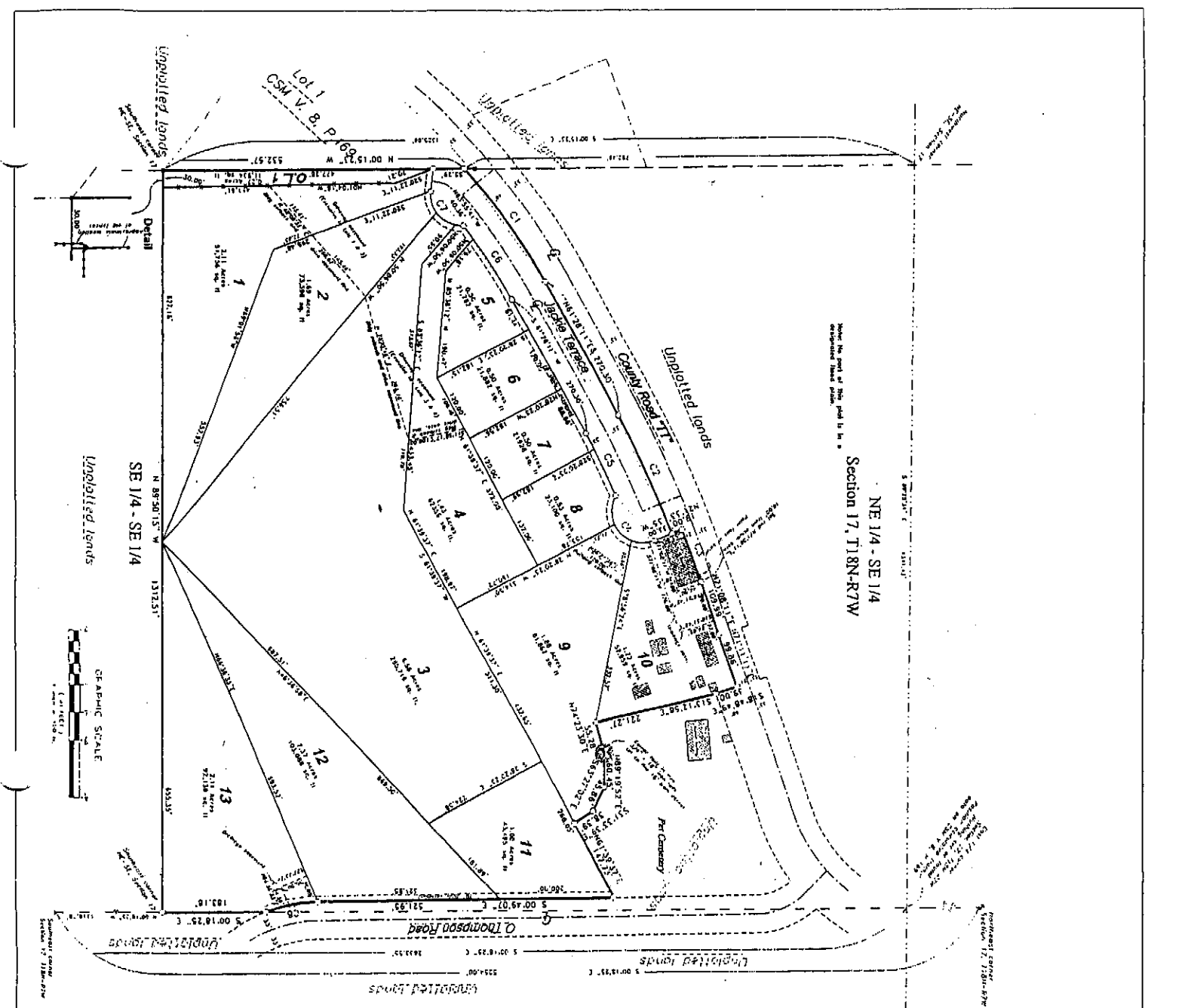
Legend

- or Fenced 1/4" Iron rod
- or Fenced 1/2" Iron rod
- △ or Fenced 3/4" Iron rod
- or Fenced 1" Iron rod
- ☆ or Fenced 1 1/2" Iron rod
- ◇ or Fenced 2" Iron rod
- or Fenced 2 1/2" Iron rod
- or Fenced 3" Iron rod
- or Fenced 3 1/2" Iron rod
- or Fenced 4" Iron rod
- or Fenced 4 1/2" Iron rod
- or Fenced 5" Iron rod
- or Fenced 5 1/2" Iron rod
- or Fenced 6" Iron rod
- or Fenced 6 1/2" Iron rod
- or Fenced 7" Iron rod
- or Fenced 7 1/2" Iron rod
- or Fenced 8" Iron rod
- or Fenced 8 1/2" Iron rod
- or Fenced 9" Iron rod
- or Fenced 9 1/2" Iron rod
- or Fenced 10" Iron rod
- or Fenced 10 1/2" Iron rod
- or Fenced 11" Iron rod
- or Fenced 11 1/2" Iron rod
- or Fenced 12" Iron rod
- or Fenced 12 1/2" Iron rod
- or Fenced 13" Iron rod
- or Fenced 13 1/2" Iron rod
- or Fenced 14" Iron rod
- or Fenced 14 1/2" Iron rod
- or Fenced 15" Iron rod
- or Fenced 15 1/2" Iron rod
- or Fenced 16" Iron rod
- or Fenced 16 1/2" Iron rod
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- or Fenced 21 1/2" Iron rod
- or Fenced 22" Iron rod
- or Fenced 22 1/2" Iron rod
- or Fenced 23" Iron rod
- or Fenced 23 1/2" Iron rod
- or Fenced 24" Iron rod
- or Fenced 24 1/2" Iron rod
- or Fenced 25" Iron rod
- or Fenced 25 1/2" Iron rod
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There are no objections in the plat with respect to
 Secs. 20, 15, 24, 16, 25, 26 and 21, 20 (1) and (2),
 Wis. Stat., as provided by s. 23.02, Wis. Stat.
 Certified September 15th 05
Reynold A. Poley
 Deputee of Adams County

Curve table

Curve	Lat	Arc length	Radius	Chord bearing	Chord length	Tangent to tangent out
C1	27.20	108.20	1272.14	127.21°	108.20	108.20
C2	37.20	136.80	1090.90	136.80°	136.80	136.80
C3	47.20	164.40	940.90	164.40°	164.40	164.40
C4	57.20	192.00	818.18	192.00°	192.00	192.00
C5	67.20	219.60	716.19	219.60°	219.60	219.60
C6	77.20	247.20	630.63	247.20°	247.20	247.20
C7	87.20	274.80	558.54	274.80°	274.80	274.80
C8	97.20	302.40	497.03	302.40°	302.40	302.40
C9	107.20	330.00	443.33	330.00°	330.00	330.00
C10	117.20	357.60	395.20	357.60°	357.60	357.60
C11	127.20	385.20	351.66	385.20°	385.20	385.20
C12	137.20	412.80	311.66	412.80°	412.80	412.80
C13	147.20	440.40	274.73	440.40°	440.40	440.40
C14	157.20	468.00	240.48	468.00°	468.00	468.00
C15	167.20	495.60	208.33	495.60°	495.60	495.60
C16	177.20	523.20	177.78	523.20°	523.20	523.20
C17	187.20	550.80	148.33	550.80°	550.80	550.80
C18	197.20	578.40	119.52	578.40°	578.40	578.40
C19	207.20	606.00	91.67	606.00°	606.00	606.00
C20	217.20	633.60	64.00	633.60°	633.60	633.60
C21	227.20	661.20	36.36	661.20°	661.20	661.20
C22	237.20	688.80	9.09	688.80°	688.80	688.80
C23	247.20	716.40	0.00	716.40°	716.40	716.40

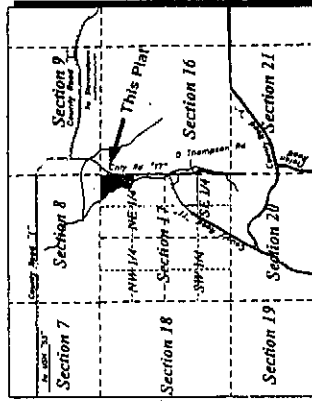


Villa Farms North

Located in the NE 1/4 - NE 1/4 & the SE 1/4 - NE 1/4
Section 17, T18N-R7W
Town of Holland, La Crosse County, Wisconsin

Total area = 775,668 sq. ft.
17.81 acres

Location Sketch 1" = 3000'



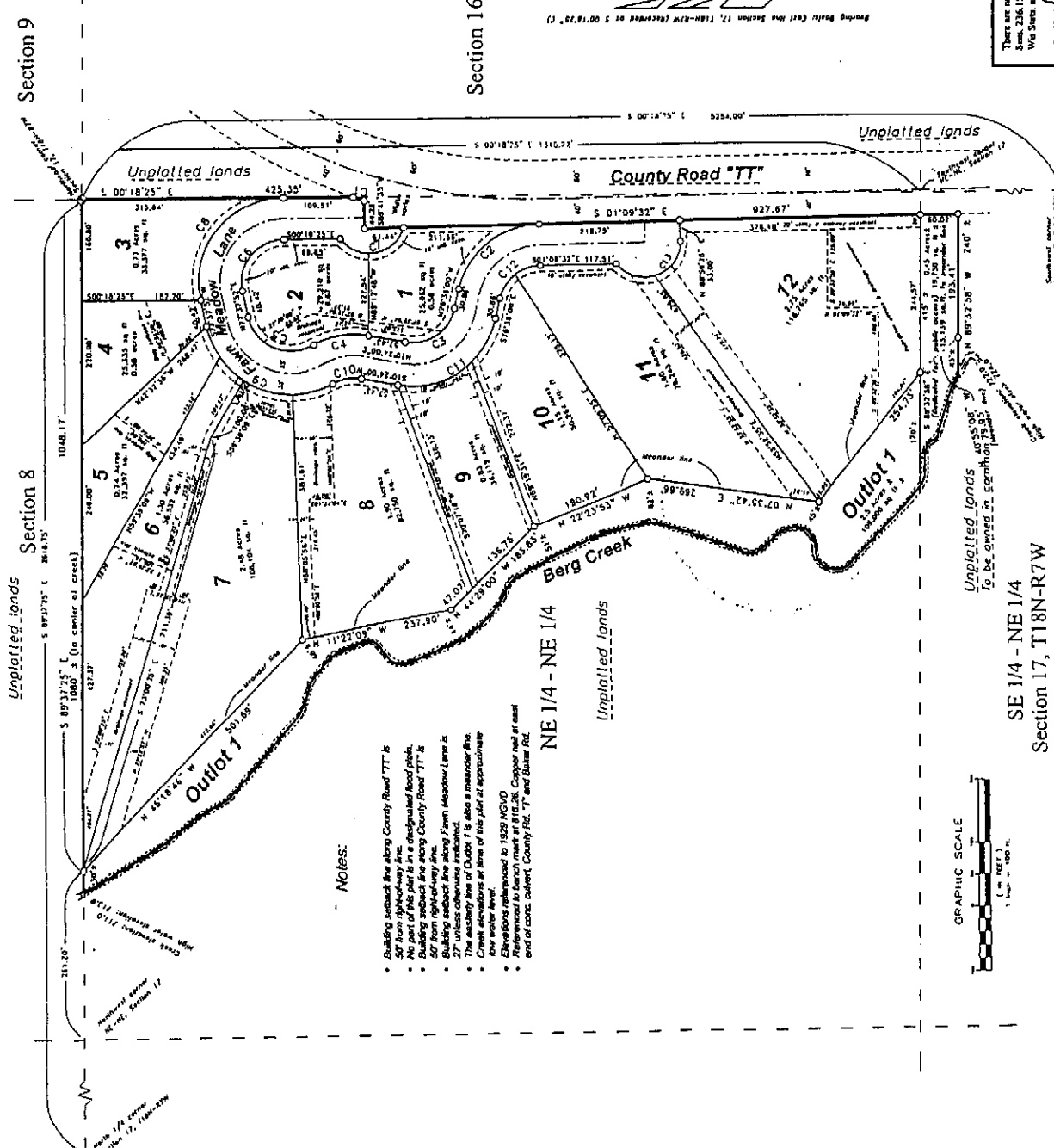
T18N-R7W, Town of Holland,
La Crosse County, Wis.

LEGEND

- ⊙ = Fenced Lumber Marker
- = Fenced well & top
- = (4.17' 10.7' 21.4') = 30' line rod
- = (51.37' 103.74' 155.61') = 150' line rod
- = Boundary of this survey
- = Boundary of other survey
- = Contourline
- = Fenced well & case

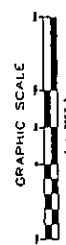
There are no objections to this plan with respect to Sects. 218, 15, 236, 16, 236, 20 and 236, 21 (1 and 2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified *James C. Davis* 7/26/05
Department of Administration



Notes:

- Building setback line along County Road "TT" is 50' from right-of-way line in designated road plath.
- Building setback line along County Road "TT" is 50' from right-of-way line.
- Building setback line along Farm Meadow Lane is 20' unless otherwise indicated.
- The secondary line of Outlet 1 is also a meander line.
- Elevation referenced to 1929 NGVD
- Referenced to bench mark at 816.26. Copper nail at east end of conc. culvert, County Rd. "T" and Blaker Rd.



AUTHENTICATION OF RECORD BOOK

The undersigned being the President of the Villa Farms Homeowner's Association, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, the legal existence of which began on the 22nd day of September, 2005, does hereby make and constitute this book as and for the record book of this corporation, in which shall be kept a correct and complete record of all of the proceedings of its members and Board of Directors, and the record so kept shall be and constitute the sole and exclusive evidence of such proceedings.

And for the purpose of identifying this record book, I have signed my name hereto.

Dated this 18 day of December, 2005.



Jack A. Edwards, President

STATE OF WISCONSIN
2005 SEP 22 AM 10:54



ARTICLES OF INCORPORATION - NONSTOCK CORPORATION

(NOTE: **Do not use this form for organizing a for-profit business corporation. Use Form 2)**

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Article 1. Name of the corporation: Villa Farms Homeowner's Association, Inc.
(Must include "Inc." or similar word. See Instructions)

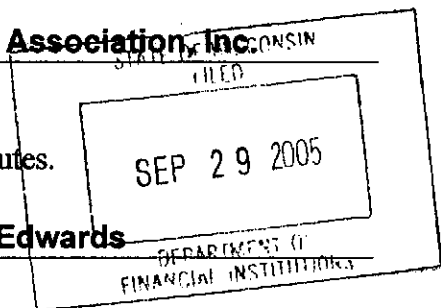
Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: Jack A. Edwards

Article 4. Street address of the initial registered office: (The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.)

901 Rose Street

La Crosse, WI 54603



Article 5. Mailing address of the initial principal office: 901 Rose Street, La Crosse, WI 54603

Article 6. (Select and mark (X) one of the statements below:

The corporation will have members. OR The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

1020459

(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:
The corporation is formed to provide for the management, maintenance, preservation, and control of the green space that is located within the Villa Farms Subdivision, a subdivision in the Town of Holland, in the County of La Crosse, State of Wisconsin, and to promote the welfare of the owners of property within said Villa Farms Subdivision, all pursuant to the terms and revisions as set forth from time to time in the By-Laws of the corporation. The corporation may also engage in any lawful activity and purpose for which corporations may be organized under Chapter 181 of the Wisconsin Statutes.

Article 7. Name and complete address of each incorporator:

Attorney Kristine L. Gerke
1283 CTH PH
Onalaska, WI 54650



Incorporator's signature

Incorporator's signature

This document was drafted by Attorney Kristine L. Gerke/Gerke Law Office, LLC
(Name the individual who drafted the document)

OPTIONAL - Second choice corporate name if first choice is not available: _____

INSTRUCTIONS (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to Department of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with the appropriate **FILING FEE of \$35**. Filing fee is **non-refundable**. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). Sign the document manually or otherwise as allowed under sec. 181.0120(2), Wis. Stats.

NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TTY. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.

Article 2. This statement is required by sec. 181.0202(1)(a).

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin.

ARTICLES OF INCORPORATION
Nonstock Corporation

┌

Attorney Kristine L. Gerke
Gerke Law Office, LLC
1283 CTH PH
Onalaska, WI 54650

└

◆ Your name, return address and phone number during the day: (608) 781 - 5747

INSTRUCTIONS (Continued)

Articles 3 & 4. (Cont'd) P O Box addresses may be included as part of the address, but are insufficient alone. The corporation may not name itself as its own registered agent.

Article 5. The articles of incorporation must set forth the address of the corporation's principal office. "Principal office" means the office, whether in or outside Wisconsin, in which are located its principal executive offices.

Article 6. Select and check the appropriate box in article 5 to indicate if the corporation will or will not have members. A "member" means a person who has membership rights in a corporation in accordance with its articles of incorporation or bylaws.

Articles 7 & 8. These articles (or others you may wish to add) are provided for optional information that you may elect to include, such as the name and address of the initial directors, a purposes clause, tax-exempt provisions, etc. Do not include by-laws, as the department does not accept by-laws for record. Extensive additional provisions may make use of this pre-printed form impractical. If you elect to draft your own articles of incorporation, do not also submit the pre-printed form. (NOTE: *Corporations expecting to apply to Internal Revenue Service for federal TAX-EXEMPT STATUS are advised to obtain and read IRS Publication 557 "Tax-Exempt Status for Your Organization" before preparing these articles of incorporation, as the articles must contain particular language and provisions to meet federal tax code requirements.*)

Article 9. Enter the name and complete address of each incorporator. There may be one or more incorporators. At least one incorporator is required to sign the document, although all incorporators may sign.

No certificate of incorporation will be issued. The "FILED" endorsement applied to this document by the Department of Financial Institutions is evidence that the articles of incorporation have been accepted. One or more "Received" endorsements may appear on the document, but do not indicate its acceptance for filing.

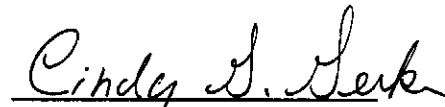
If the document is executed in Wisconsin, see. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

**MINUTES OF FIRST MEETING OF
BOARD OF DIRECTORS ELECTED BY INCORPORATORS
VILLA FARMS HOMEOWNER'S ASSOCIATION, INC.**

Minutes of the first meeting of the Board of Directors of the Villa Farms Homeowner's Association, Inc., held at the office of said corporation at La Crosse, Wisconsin this 18 day of December, 2005, at 4:00 P.M., pursuant to the following waiver of notice and consent to the holding of such meeting signed by all of the Directors of this corporation on the records of said meeting, to-wit:

We, the undersigned, being all of the Directors of the Villa Farms Homeowner's Association, Inc., elected to said Board at the first meeting of the incorporator of said corporation held this day, do hereby severally waive notice of the time, place and purpose of the first meeting of said Board of Directors and do hereby call said meeting and consent to the holding thereof at this time and place, to-wit; At the office of said corporation in La Crosse, Wisconsin, on the 18 day of December, 2005, immediately following the adjournment of the first meeting of the incorporator and we do hereby severally consent to the transaction of any and all business that may come before the meeting.


Jack A. Edwards


Cindy G. Gerke


Kristine L. Gerke

The meeting was called to order by Jack A. Edwards, one of the Directors.

Thereupon, on motion duly made, seconded and unanimously carried, Jack A. Edwards was elected temporary Chairperson of the meeting, and thereafter acted as such.

Thereupon, on motion duly made, seconded and unanimously carried, Kristine L. Gerke was elected temporary Secretary of the meeting and thereafter acted as such.

Thereupon, the Directors proceeded to the election of officers:

Thereupon, the following were duly elected to the offices set opposite their respective names below:

President: Jack A. Edwards

Vice-President: Cindy G. Gerke

Secretary/Treasurer: Kristine L. Gerke

to hold office until the next annual organizational meeting of the Board of Directors and until their respective successors are elected and qualify.

Thereupon, Jack A. Edwards and Kristine L. Gerke acted as permanent Chairperson and permanent Secretary of the meeting.

Thereupon, at the direction of the President, the Secretary read the minutes of the first meeting of the incorporator of this corporation held upon this same day and the code of the By-laws adopted at said meeting; and, after full and complete discussion of said minutes and said By-laws and of all action taken at said meeting, the following resolution was duly made, seconded and unanimously adopted:

"BE IT RESOLVED: That all action taken by the incorporator of this corporation at her first meeting, including the adoption of By-laws, and the By-laws so adopted by them be, and the same are hereby ratified, approved and confirmed."

"BE IT RESOLVED: That all resolutions adopted and all motions carried at said meeting and the By-laws adopted at said meeting be, and the same are hereby reenacted and adopted by this Board of Directors, with the same force and effect as though herein set forth at length and made a part hereof."

Thereupon, on motion duly made and seconded, the following resolution was unanimously adopted:

"BE IT RESOLVED: That until it shall by resolution otherwise determine, the Board of Directors of this corporation shall hold regular meetings thereof at the office of the corporation on the ____ day of each month hereafter at the hour of _____ o'clock, __.m. without further notice."

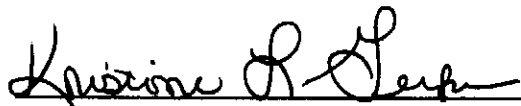
Thereupon, on motion duly made, and seconded, the following resolution was unanimously adopted:

"BE IT RESOLVED: That the River Bank, in La Crosse, Wisconsin, be, and it is hereby, selected and designated as the depository of and for the moneys and funds of this corporation; that all of the moneys and all of the funds of this corporation shall hereafter be deposited in and with said Bank and that such moneys and funds may be withdrawn only upon checks, orders and drafts signed by the Treasurer of this corporation."

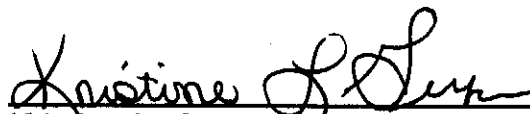
Thereupon, on motion duly made, and seconded, the following resolution was unanimously adopted:

"BE IT RESOLVED: That the monthly assessment levied against each Lot in the Villa Farms North and Villa Farms South subdivisions shall be \$15.00 per month.

There being no further or other business to come and before the meeting, the same was, on motion duly made, seconded and unanimously carried, adjourned.




Kristine L. Gerke, Temporary Secretary

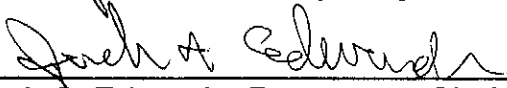


Kristine L. Gerke, Permanent Secretary

APPROVED:



Jack A. Edwards, Temporary Chairperson



Jack A. Edwards, Permanent Chairperson

**MINUTES OF FIRST MEETING OF INCORPORATORS
VILLA FARMS HOMEOWNER'S ASSOCIATION, INC.**

Minutes of the first meeting of the incorporator of the Villa Farms Homeowner's Association, Inc., held at the office of said corporation at La Crosse, Wisconsin, on the 18 day of December, 2005, at 4:00 o'clock, p.m., pursuant to the following waiver of notice and consent to the holding of said meeting signed by the incorporator on the record of said meeting:

The undersigned, being the incorporator of the Villa Farms Homeowner's Association, Inc., do hereby severally waive notice of the time, place and purpose of the organizational meeting of the incorporator of the corporation, and do hereby call said meeting and consent to the holding thereof at the office of said corporation in La Crosse, Wisconsin, on the 18 day of December, 2005, at the hour of 4:00 o'clock, p.m., of said day; and I do hereby severally consent to the transaction of any and all business that may come before said meeting, including the perfecting of the organization of said corporation, the adopting of a code of By-laws and the election of a Board of Directors.

Dated this 18 day of December, 2005.



Kristine L. Gerke, Incorporator

The meeting was called to order by Kristine L. Gerke, the incorporator of said corporation;

Thereupon, the meeting proceeded to organize and, upon motion duly made, seconded and unanimously carried, Kristine L. Gerke was elected Chairperson of the meeting and thereafter acted as such.

Thereupon, on motion duly made, seconded and unanimously carried, Cindy Gerke was elected Secretary of the meeting and thereafter acted as such.

Thereupon, the incorporator reported that the Articles of Incorporation of this corporation, of which a true and correct copy appears on the preceding pages of this record had been prepared and filed in the Office of the Department of Financial Institutions and required a filing fee to the Department of Financial Institutions which had been paid. After a full examination of the Articles of Incorporation, upon motion duly made and seconded, the following resolution was unanimously adopted and ordered spread at length upon the records of this meeting.

RESOLUTION

"BE IT RESOLVED: That the Articles of Incorporation of this corporation be, and the same are hereby, approved and ordered make a part of the records of this corporation and that all action taken by the incorporator in connection therewith be, and the same is hereby ratified, approved and confirmed; and

"BE IT FUTHER RESOLVED: That this corporation shall pay any and all legal and other expenses incurred in connection with its incorporation and its organization."

Thereupon, the meeting proceeded to consider By-laws. The Secretary presented a proposed set of By-laws, which after a thorough consideration and a full and complete discussion thereof and all of those present being fully conversant and therewith, the following By-laws were, on motion duly made and seconded unanimously adopted as and for the By-laws of this corporation, to-wit: Those that immediately follow.

**VILLA FARMS HOMEOWNER'S ASSOCIATION, INC.
BY-LAWS**

The name of the association is the Villa Farms Homeowner's Association, Inc., a Wisconsin non-stock corporation, hereinafter referred to as the "Association." This Association shall be responsible for implementation of the Declaration of Covenants, Conditions, and Restrictions to the Plats of Villa Farms North and Villa Farms South, Town of Holland, La Crosse County, Wisconsin, placed of record in the Office of the Register of Deeds for La Crosse County on January 12, 2006, recorded as Document No. 1440642.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

- a. "Association" shall mean and refer to the Villa Farms Homeowner's Association, Inc., a Wisconsin non-stock corporation, its successors and assigns.
- b. "Common Properties" shall mean and refer to all of the scenic and conservation easement as referenced in the plats of Villa Farms North and Villa Farms South, both subdivisions to the Town of Holland, La Crosse County, Wisconsin.
- c. "Declarant" shall mean and refer to JAE Enterprises, LLC, a Wisconsin Limited Liability Company.
- d. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions to the Plats of Villa Farms North and Villa Farms South, Town of Holland, La Crosse County, Wisconsin.
- e. "Developer" shall mean and refer to JAE Enterprises, LLC, a Wisconsin Limited Liability Company.
- f. "Neadar" shall mean and refer to Mark N. Neader and Michelle Neader.
- g. "Villa Farms Subdivision" shall mean and refer to all properties subject to this Declaration, including but not limited to Villa Farms North and Villa Farms South.
- h. "Lot" shall mean and refer to any platted lot in the Properties, excluding Outlot 1, Villa Farms South, located in the NE1/4 of the SE1/4, Section 17, T18N-R7W, Town of Holland, La Crosse County, Wisconsin.
- i. "Member" shall mean and refer to all Owners who are members of the Association as provided in Article III, Section 1, of the Declaration.
- j. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon either the Villa Farms North or Villa Farms South subdivisions, but notwithstanding any applicable theory of mortgages, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title

pursuant to foreclosure or deed in lieu of foreclosure. Owner shall not include the owner of Outlot 1, Villa Farms South, located in the NE1/4 of the SE ¼, Section 17, T18N-R7W, Town of Holland, La Crosse County, Wisconsin.

- k. "Properties" shall mean and refer to all of the real property subject to this Declaration, including but not limited to Villa Farms North and Villa Farms South, and all improvements now or hereafter located thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS SUBJECTED THERETO

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Holland, County of La Crosse, State of Wisconsin, and is more particularly described as follows:

Legal Descriptions are attached hereto as Exhibit A

ARTICLE III

MEETINGS OF MEMBERS

Section 1. ANNUAL MEETINGS. The first annual meeting of the members shall be held within one year from November 1, 2005, with the annual meeting being determined by the Board of Directors of the Association for future years.

Section 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-third (1/3) of all of the votes of the membership.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Declaration of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting

from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. PROXIES. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. NUMBER. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. TERM OF OFFICE. At the first annual meeting, the members shall elect three (3) directors. One director shall be for a term of one (1) year. One director shall be for a term of two (2) years. One director shall be for a term of three (3) years. After their individual first term, all directors shall be elected for a term of three (3) years in order that one director is up for election each year.

Section 3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of the death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of said predecessor.

Section 4. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting, which they could take a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which quorum is present shall be regarded as the act of the Board.

ARTICLE VI

THE BOARD OF DIRECTORS: POWERS, DUTIES, AND RESTRICTIONS

Section 1. POWERS. The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the Common Properties and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b. Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.
- c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;
- d. Employ a manager, an independent contractor or such other employees as it deems necessary, and to prescribe their duties.

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members who are entitled to vote;
- b. Supervise all officers, agents, and employees of this Association, and see that their duties are properly performed;
- c. As more fully provided in the Declaration, to:
 - i. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - ii. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

- d. Procure and maintain adequate liability and hazard insurance, consistent with provisions set forth in the Declaration.
- e. Cause the Common Properties to be maintained in accordance with the Declaration.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS. The officers of this Association shall be a president, and vice-president, who shall at all times be members of the Board of Directors, a secretary/treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. MULTIPLE OFFICES. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board.

SECRETARY-TREASURER

The Secretary-Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such duties as required by the Board.

In addition, the Secretary-Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meetings, and deliver a copy of each to the members.

ARTICLE VIII BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member (or First Mortgagee as provided in the Declaration). The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association.

ARTICLE IX ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments shall be delinquent if the assessment is not paid within thirty (30) days after the due date. The assessments shall bear interest from the due date at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay same or foreclose the lien against the property, in the manner provided in the Declaration. No owner may waive or otherwise avoid liability for the assessments provided for herein and by the Declaration by non-use of the Common Properties or abandonment of such Owner's Lot.

ARTICLE X

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

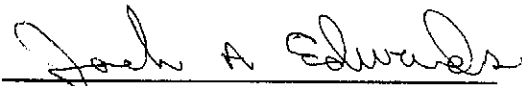
Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on November 1, 2005.


IN WITNESS WHEREOF, we being all the directors of Villa Farms Homeowner's Association, Inc., have hereunto set our hands this 18 day of December, 2005.



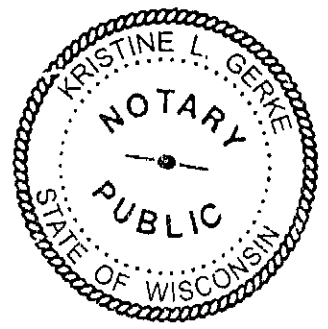
Jack A. Edwards

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 18 day of December, 2005, by Jack A. Edwards.



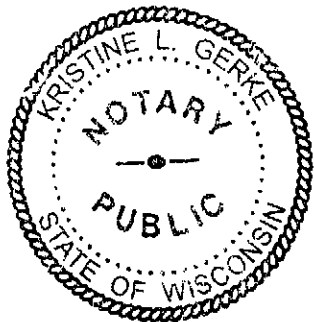
Notary Public, La Crosse County
State of Wisconsin
My commission: is permanent



Cindy Gerke
Cindy Gerke

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 18 day of December, 2005, by Cindy Gerke.



Kristine L. Gerke
Notary Public, La Crosse County
State of Wisconsin
My commission: is permanent

Kristine L. Gerke
Kristine L. Gerke

STATE OF WISCONSIN)
) SS
COUNTY OF LA CROSSE)

The foregoing instrument was acknowledged before me this 18 day of December, 2005, by Kristine L. Gerke.

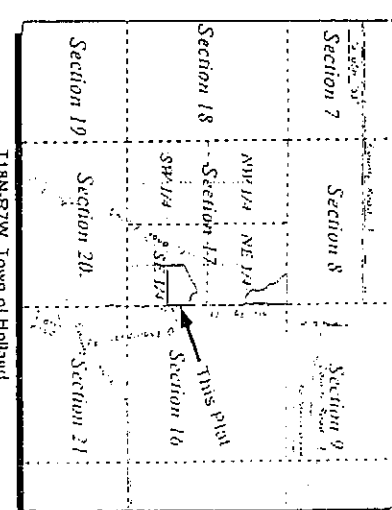
Wanda Stark
Notary Public, La Crosse County
State of Wisconsin
My commission: 10-19-08

This instrument drafted by:
Attorney Kristine L. Gerke
Gerke Law Office, LLC
1283 CTH PH
Onalaska, WI 54650
Phone: 608-781-5747
Fax: 608-781-2691

Willis Farms South

Located in the NE 1/4 - SE 1/4
 Section 17, T18N-R7W
 Town of Holland
 La Crosse County, Wisconsin

Location Sketch (no scale)



T18N-R7W, Town of Holland,
 La Crosse County, Wis.

Legend

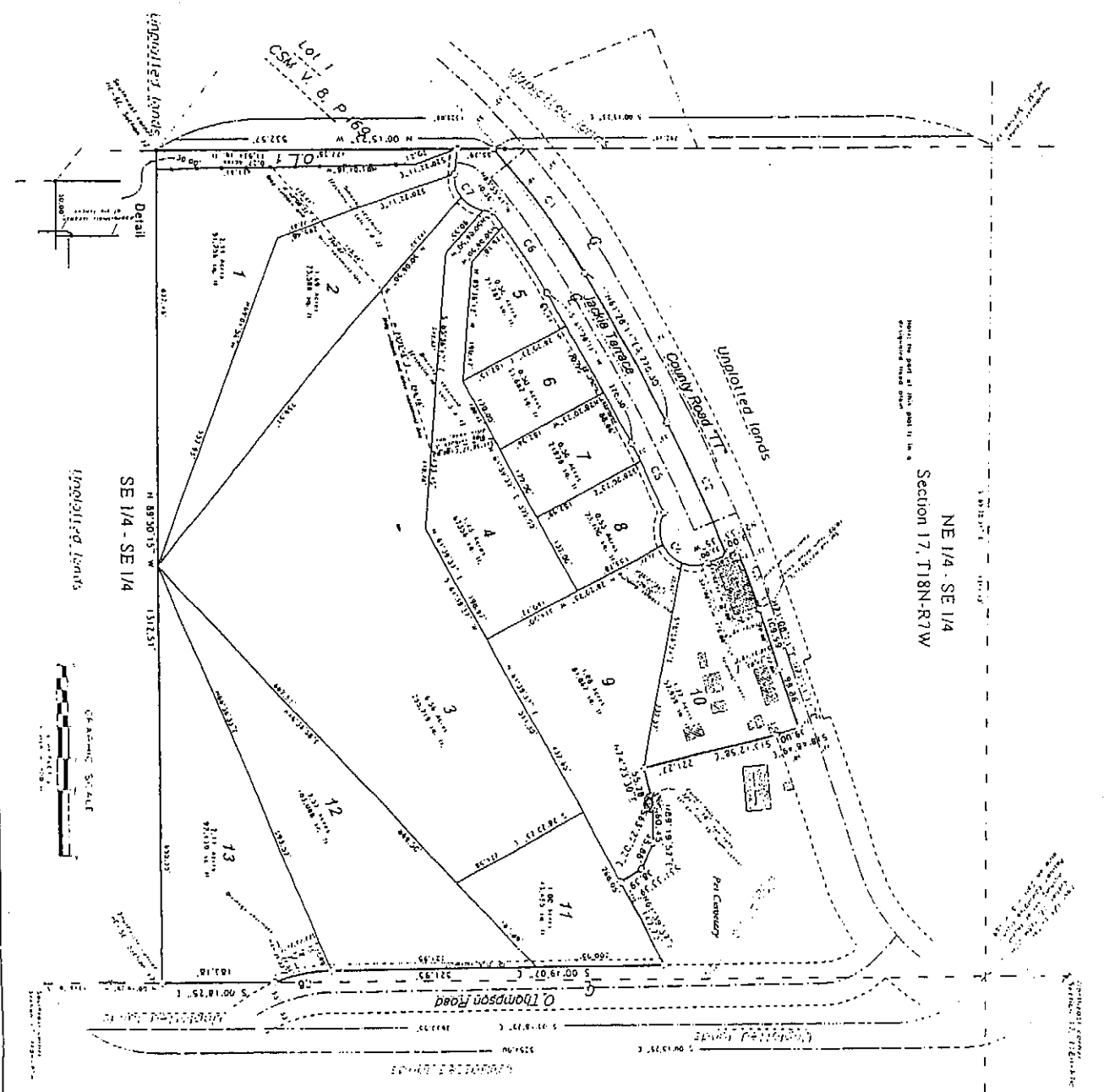
- 1. 2" Square 3/16" dia. pin
- 2. 2" Square 1/4" dia. pin
- 3. 2" Square 1/2" dia. pin
- 4. 2" Square 3/4" dia. pin
- 5. 2" Square 1" dia. pin
- 6. 2" Square 1 1/4" dia. pin
- 7. 2" Square 1 1/2" dia. pin
- 8. 2" Square 1 3/4" dia. pin
- 9. 2" Square 2" dia. pin
- 10. 2" Square 2 1/4" dia. pin
- 11. 2" Square 2 1/2" dia. pin
- 12. 2" Square 2 3/4" dia. pin
- 13. 2" Square 3" dia. pin
- 14. 2" Square 3 1/4" dia. pin
- 15. 2" Square 3 1/2" dia. pin
- 16. 2" Square 3 3/4" dia. pin
- 17. 2" Square 4" dia. pin
- 18. 2" Square 4 1/4" dia. pin
- 19. 2" Square 4 1/2" dia. pin
- 20. 2" Square 4 3/4" dia. pin
- 21. 2" Square 5" dia. pin

These are measurements in feet and inches to the nearest 1/16" and 1/32".

Richard J. [Signature]
 Department of Administration

Curve table

Curve	Lot	Dist. between	Radius	Chord	Chord bearing	Angle at center	Length of tangent	Length of arc
C1	1	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C2	2	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C3	3	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C4	4	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C5	5	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C6	6	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C7	7	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C8	8	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C9	9	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C10	10	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C11	11	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C12	12	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C13	13	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C14	14	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C15	15	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C16	16	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C17	17	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C18	18	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C19	19	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C20	20	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00
C21	21	100.00	100.00	100.00	90° 00' 00"	90° 00' 00"	0.00	100.00



Villa Farms South

Located in the NE 1/4 - SE 1/4
Section 17, T18N-R7W
Town of Holland,
La Crosse County, Wisconsin

Owner's Certificate

At certificate, we hereby certify that all of the land described on this plat to be surveyed, staked, mapped and recorded as required by 238.15 or 238.17 to be submitted to the following for approval or approval: the Town of Holland, Dept of Administration and La Crosse County.

Date: _____
Signed: _____
Notary Public
My Commission Expires: _____
Notary at La Crosse
Personally came before me this _____ day of _____, 2003, the above named _____ of _____ County and State of _____ who executed the foregoing instrument and acknowledged the same to be his act and deed.
Notary Public
My Commission Expires: _____

Approval of Governing Bodies Town Board Resolution

Resolved, that the plat of Villa Farms South, as the first of several, to be recorded in the County of La Crosse, Wisconsin, is hereby approved by the Town Board of the Town of Holland.

Date: _____
Signed: _____
Town Board of the Town of Holland

Certificate of Town Treasurer

I, _____, Treasurer of the Town of Holland, do hereby certify that the amount of taxes due on the land described on this plat is \$ _____ and that the same has been paid in full.

Date: _____
Signed: _____
Town Treasurer

Certificate of County Treasurer

I, _____, Treasurer of the County of La Crosse, do hereby certify that the amount of taxes due on the land described on this plat is \$ _____ and that the same has been paid in full.

Date: _____
Signed: _____
County Treasurer

Certificate of Register of Deeds

I, _____, Register of Deeds for the County of La Crosse, Wisconsin, do hereby certify that the above described land is not subject to any lien or claim of any kind.

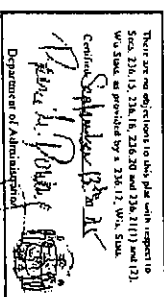
Date: _____
Signed: _____
Register of Deeds

Resolution of Planning, Resource & Development Committee

Resolved, that the plat of Villa Farms South, located in the Town of Holland, La Crosse County, Wisconsin, is hereby approved by the Planning, Resource & Development Committee.

Date: _____
Signed: _____
Committee Chairman

Stephen J Solberg, RLS 1816
Eagle Ridge Land Surveying
La Crosse, WI
July 31, 2003
Rev.: Aug. 7, 2003
Rev.: Aug. 17, 2003



MINUTES OF FIRST MEETING OF INCORPORATORS (CONTINUED)

Thereupon, the meeting proceeded to the election of a Board of Directors and the following Directors were unanimously elected:

Jack A. Edwards
Cindy G. Gerke
Kristine L. Gerke

There being no further business to come before said meeting on motion duly made, seconded and unanimously carried, the meeting adjourned.

A true record,



Cindy G. Gerke, Secretary of said meeting

APPROVED:



Kristine L. Gerke, Chairperson of said meeting