

DECLARATION OF CONDOMINIUM

This declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin by B & H Development, Inc., hereafter referred to as "Declarant".

1. SUBMISSION OF PROPERTY. DECLARANT, a Wisconsin corporation, organized and existing under the laws of the State of Wisconsin, hereby submits the following land owned by it, together with the buildings and improvements to be erected thereon, to the provisions of the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes:

A parcel of land located in the NW 1/4 of the SW 1/4 and in the NE 1/4 of the SW 1/4 of Section 13, T29N, R20W, being also all of Lot 114, all of Lot 117, and part of Lot 116 of the First Amendment of the Assessor's Plat of the Village of North Hudson, St. Croix County, Wisconsin, described as follows: Commencing at the W 1/4 Corner of said Section 13; thence S 89 degrees 18 minutes 43 seconds E (assumed bearings referenced to said Plat) 861.00 feet to the NW corner of said Lot 114 and the point of beginning; thence continuing S 89 degrees 18 minutes 43 seconds E 264.24 feet; thence S 76 degrees 06 minutes E 30.71 feet; thence S 1 degree 35 minutes 30 seconds W 162.04 feet; thence S 89 degrees 10 minutes E 200.98 feet; thence S 0 degrees 39 minutes 05 seconds W 96.57 feet; thence N 89 degrees 22 minutes 45 seconds W 492.46 feet; thence N 0 degrees 39 minutes 05 seconds E 266.69 feet to the point of beginning.

2. PLATS AND PLANS. In compliance with the Condominium Ownership Act, there is also filed herewith and made a part hereof Exhibit "A" which is a plat of survey of land above described showing the location of the buildings to be built

part of the condominium, and the location of the sewer main applicable to this property. Also filed herewith and made a part hereof are Exhibits "B" through "E", being a set of floor plans of the buildings, showing the layout, location, unit designations and dimensions.

3. NAME AND ADDRESS. The name of the condominium shall be Oakridge Townhome Condominiums. Its address shall be 612 Fourth Street North, North Hudson, Wisconsin 54016.

4. DEFINITIONS. Unless the context requires otherwise, any words defined in Section 703.02 of the Wisconsin Statutes shall have the same meaning when used in this Declaration or in the By-Laws filed herewith.

5. DESCRIPTION OF BUILDINGS. The buildings to be erected on the above described land are described in the plans filed herein as Exhibits "B" through "E". These buildings are to be of wood frame construction on a concrete foundation containing two units with each unit, including a garage. The units are as designated on Exhibit "A", being buildings A-H, each building having two separate living units with adjacent limited common area.

6. THE UNITS. Each unit shall include a dwelling consisting of three stories, the lower story being an unfinished basement and consisting of a concrete foundation and floor. The first floor consists of a kitchen, half-bathroom, dining room, living room, stairway, foyer and attached garage. The floor plan

of the first floor for buildings "A", "C", "E", and "G" are as set forth on Exhibit "C". The basement floor plan is as set forth on Exhibit "B". The floor plan of the first floor for buildings "B", "D", "F" and "H" are as set forth on Exhibit "D". The second or top floor consists of two bedrooms and one full bathroom as set forth on Exhibit "E". Each unit shall consist of the space enclosed or bounded as follows: The lower boundaries shall be the plane of the upper surface of the basement slab. The vertical boundaries of the dwelling units shall be the outside face of the inside walls and the center lines of all interior walls separating the unit from other units. The upper boundaries shall be the outside face of the inside ceiling.

7. THE COMMON ELEMENTS. All of the condominium, except its units, shall be common elements. The bituminous drive access road off of Fourth Street is part of the condominium property, as are the sewer and water utilities which are on the property.

8. LIMITED COMMON ELEMENTS. This condominium has limited common areas as shown on Exhibit "A" which shall be for the benefit of and appurtenant to each of the individual condominium units to which it is adjacent.

9. PERCENTAGE INTERESTS. Each unit shall have an equal 1/16th interest in the common elements. The owner or owners of each unit shall have but one vote. There shall be a total of 16 votes.

10. PURPOSE FOR EACH BUILDING AND UNITS. The buildings

11. AGENT FOR SERVICE OF PROCESS. The person to receive service of process in the cases provided in Chapter 703 shall be Terry Pirius. His address is 700 Second Street, Hudson, St. Croix County, Wisconsin 54016. A successor must be designated by a majority vote of the Board of Directors of THE ASSOCIATION of unit owners on or before April 15, 1986. When the successor agent is appointed, THE ASSOCIATION's address shall then become 612 Fourth Street North, North Hudson, Wisconsin 54016.

12. REBUILDING, REPAIRING, RESTORING OR SELLING IN EVENT OF DAMAGE OR DESTRUCTION.

(a) In the event the improvements forming a part of the property or any portion thereof, including any unit or units, shall suffer damage or destruction from any cause, the Board of Directors shall repair, restore or reconstruct the damaged premises, applying any insurance proceeds to the cost thereof and, if necessary, borrowing or otherwise financing the balance of the cost.

(b) If all of the owners should decide not to repair, restore or reconstruct the damaged premises, then the provisions of Section 703.26 of the Condominium Ownership Act and any applicable state, county or village zoning or subdivision ordinances shall apply, if applicable.

(c) The provisions of subdivision (a) shall apply

subdivision (b). If the Board of Directors has already commenced construction of the repairs, restoration or reconstruction, or has entered into contracts to do so, the provisions of subdivision (b) do not apply.

13. ASSOCIATION OF UNIT OWNERS.

(a) The affairs of this condominium shall be governed by a non-profit corporation to be known as Oakridge Townhome Condominium Association, Inc., referred to herein as "THE ASSOCIATION", having the powers and duties specified in Chapter 703 of the Wisconsin Statutes. THE ASSOCIATION shall govern in accordance with the powers and duties specified in Chapter 703 and in accordance with this Declaration and the By-Laws adopted to govern THE ASSOCIATION, the initial By-Laws being filed herewith. Each owner, at the time of purchase of a unit, without further action, shall become a member of THE ASSOCIATION, except that where a unit is owned by two or more persons, they shall together have only one membership, and one vote for the unit, and if any person owns more than one unit, that person shall have a membership for each unit. A sale or transfer of a unit, but not a mortgage thereof, shall terminate the membership of the seller. THE ASSOCIATION shall be governed by a Board of Directors consisting of five members. Every reference to "Board" in this Declaration refers to such Board of Directors.

and remove the officers of the BOARD until the buildings are completed and the units are sold but not beyond two years from the date hereof at which time the owners of all of the units shall elect the entire BOARD. However, nothing here shall contradict the earlier appointment of members to the BOARD as required by Section 703.15 (2) (d) of the Wisconsin Statutes.

(c) At the time of purchase of a unit, an owner or owners, if more than one, shall designate the one person that shall vote for that owner (or those owners) in all business of THE ASSOCIATION thereafter. THE ASSOCIATION shall maintain a roster of names and addresses of the voting members. The owners may at any time notify THE ASSOCIATION, in writing, of a change of the voting member and THE ASSOCIATION shall adjust the roster according. No change on the roster may be made within three days of any annual meeting of THE ASSOCIATION.

(d) The designated voter, as provided in subdivision (c), may authorize any other person to vote for him or her. This authorization shall be by written proxy. More than one unit owner may designate the same person to act as their proxy.

(e) Without limiting the powers of THE ASSOCIATION, it shall have the power to make contracts and incur liabilities; regulate and impose charges for the use of common elements; cause additional improvements to be made as part of the common elements; acquire, hold, incumber and convey any right,

or over the common elements; receive any income derived from payments, fees or charges for the use, rental or operation of the common elements; and grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of the unit or of any other portion of the condominium.

14. NO SEVERANCE OF OWNERSHIP. No owner shall execute any deed, mortgage, lease or other instrument affecting title to his unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common area and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

15. EASEMENTS.

(a) Encroachments. In the event that, by reason of the construction, reconstruction, settlement or shifting of the building, or the design or construction of any unit, any part of the common area or facilities encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common area or facilities or any other unit, or, if by reason of the

or conduits serving more than one unit encroach or shall hereafter encroach upon any part of any unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space shall exist for the benefit of such unit and the common area or facilities, as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment to be created in favor of the owner of any unit or in favor of the owner of the common areas or facilities, if such encroachment occurred due to the willful conduct of said owner or owners.

(b) Easements for Certain Utilities. The Board of Directors may hereafter grant easements for utility purposes for the benefit of the property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, and wires over, under, along and on any portion of the common elements or facilities; and each owner hereby grants the BOARD an irrevocable power of attorney to execute, acknowledge, and record, for and in the name of such owner, such instruments as may be necessary to effectuate the foregoing.

(c) Easements Units. Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the units, whether or not such ease-

(d) Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in the property or any unit. Reference to such easements in subsequent conveyances or mortgages are not necessary in order to create or reserve such easements and rights in grantees or mortgagees.

16. USE OF COMMON ELEMENTS AND FACILITIES.

(a) Regulation by Board of Directors. No person shall use the common elements and facilities or any part thereof in any manner contrary to or not in accordance with rules and regulations established by the By-Laws or as from time to time may be adopted by the Board of Directors for which provision is hereafter made. Without in any manner intending to limit the generality of the foregoing, the Board of Directors shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common elements and facilities to owners and their respective families, guests, invitees and servants.

(b) Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise provided herein, management, repair, alteration and improvement of the common elements shall be the responsibility of THE ASSOCIATION. THE

all or any portion of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by a management contract (which shall not exceed two years in duration) which shall provide for reasonable compensation of said manager or managing agent to be paid out of the maintenance fund hereinafter provided. There is no initial management contract between DECLARANT and anyone else, nor is any such management contract contemplating.

17. MAINTENANCE OF UNITS.

(a) By the Association. THE ASSOCIATION, acting through the Board of Directors, at the expense of THE ASSOCIATION or unit owners, shall be responsible for the maintenance, repair and replacement of those portions of each unit which contribute to the support of the building, excluding, however, the interior walls, ceiling and floor surfaces. In addition, THE ASSOCIATION shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual owner under any provision of this Declaration. In addition, THE ASSOCIATION shall maintain, repair and replace the bituminous drive which serves as an access to this property off Fourth Street.

owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his unit, and all internal installations of such unit such as appliances, heating, plumbing, electrical, and air conditioning fixtures or installations, any portion of any other utility service facilities located within the unit boundaries as specified in Article 6, and the sewer pipe leading from the unit to the municipal sewer system.

(2) To maintain, repair and replace at his expense such portions of the appurtenances to his unit and of any exclusive use area licensed, granted or otherwise assigned to such owner, as the Board shall from time to time determine, until such time as the Board determines to the contrary, each owner shall be responsible for the repair, maintenance and appearance of all windows and all associated structures and fixtures therein, which are appurtenances to his unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions, and ordinary wear and tear of such appurtenances.

(3) To perform his responsibilities in such manner as not to unreasonably disturb other persons residing within the building.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the building not within

ASSOCIATION, acting through the Board of Directors, is obtained.

(5) To promptly report to the board or its agent any defect or need for repairs, relating to the common elements or facilities.

(6) Not to make any alterations in the portions of the unit or the building which are to be maintained by THE ASSOCIATION or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Directors of THE ASSOCIATION, nor shall any owner impair any easement without first obtaining the written consent of THE ASSOCIATION through the Board of Directors and of the owner or owners for whose benefit such easements exist.

(7) If a unit owner wishes to install a wood-burning stove or fireplace, he, she or they may only do so upon receiving permission from the BOARD.

(c) No Contractual Liability of Board. Nothing herein contained, shall be construed so as to impose a contractual liability upon the Board of Directors of THE ASSOCIATION for maintenance, repair and replacement, but the BOARD's liability shall be limited to damages resulting from negligence.

18. REPAIRS TO COMMON ELEMENTS AND FACILITIES NECESSITATED BY OWNER'S ACTS.

all portions of the common elements or facilities which may be damaged or destroyed by his own act or neglect.

9. COVENANTS AND RESTRICTIONS. The units and the common elements shall be occupied and used only as provided in the following covenants and restrictions which shall run with the land and be binding on all unit owners, now and in the future:

(a) Purpose of Property. No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each unit shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose.

(b) Obstruction of Common Elements and Facilities. There shall be no obstruction of the common elements and facilities nor shall anything be stored in the common elements without the prior consent of THE ASSOCIATION except as herein expressly provided. Each owner shall be obligated to maintain and keep in good order and repair his own unit.

(c) Hazardous Use and Waste. Nothing shall be done or kept in any unit or in the common elements or facilities which will increase the rate of insurance, electricity or any other utility charges of the building, or contents thereof, applicable for residential use, without the prior written consent of THE ASSOCIATION. No owner shall permit anything to be done or kept in

in the cancellation of insurance on the buildings, or the contents thereof, or which would be in violation of any law. No waste will be committed in the common elements or facilities.

(d) Exterior Exposure of Building. Owners shall not cause or permit anything to be hung or displayed on the outside of doors or placed on the outside walls of a building, and no sign shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of THE ASSOCIATION. The owner or occupants of each unit shall clean the windows, inside and out, on any unit which he, she or they occupy.

(e) Pets. No birds, dogs, cats nor any other household pet may be kept in the units nor housed or staked on the common elements or facilities, or including limited common elements.

(f) Nuisances. No noxious or offensive activity shall be carried on in any unit or in the common elements or facilities, nor shall anything be done therein, either wilfully or negligently, which may be or become any annoyance or nuisance to the other owners or occupants.

(g) Impairment of Structural Integrity of Building. Nothing shall be done in any unit or in, on or to the common elements or facilities which will impair the structural integrity of the building or which would structurally change the buildings except as is otherwise provided herein.

business, trade or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the property or in any unit therein. The right is hereby given THE ASSOCIATION or its representatives to place "For Sale" or "For Rent" signs on any unit or on the property for the purpose of facilitating the disposal of units by any owner, mortgagee or THE ASSOCIATION.

(i) Alterations of Common Elements or Facilities.

Nothing shall be altered or constructed in or removed from the common elements or facilities. No exterior antenna, such as radios, television or CB, shall be erected or installed on the property other than by THE ASSOCIATION.

20. REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS.

(a) Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by THE ASSOCIATION or the Board of Directors for THE ASSOCIATION, or the breach of any covenant or provision contained herein, shall give THE ASSOCIATION the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon the property in

marily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof and THE ASSOCIATION, or the Board of Directors, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(b) Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by THE ASSOCIATION or the Board of Directors, and such violation shall continue for 30 days after notice in writing from the Board of Directors, or shall occur repeatedly during any 30-day period after written notice or request to cure such violation from the Board of Directors, then the Board of Directors shall have the power to issue to the defaulting owner a 10-day notice in writing to terminate the rights of said defaulting owner to continue as an owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the Board of Directors against the defaulting owner for a decree of mandatory injunction against the owner or occupant, or, in the alternative, a decree declaring the termination of the defaulting owner's right to occupy, use or

covenants, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to a lien of any existing mortgage) at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs, Court reporter charges, reasonable attorney's fees and other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit sold, and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest on the property sold subject to this Declaration.

21. DETERMINATION AND PAYMENT OF ASSESSMENTS.

(a) Obligation of Owners to Pay Assessments. It shall be the duty of every unit owner to pay his proportionate share of the expenses of administration, insurance, operation, maintenance and repair of the common elements and facilities and

of the other expenses as determined by THE ASSOCIATION. Such proportionate share shall be, except as otherwise provided for in this Declaration, in the same ratio as his percentage of ownership in the common elements and facilities as set forth in paragraph 9. Payment thereof shall be in such amounts and at such times as may be determined by THE ASSOCIATION acting through the Board of Directors, as hereinafter provided.

(b) Preparation of Estimated Budget. Each year on or before December 1st, the Board of Directors of THE ASSOCIATION shall estimate the total amount necessary to pay the costs of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15th, notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Such "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the common elements and facilities as set forth in paragraph 9. On or before January 1st of the ensuing year, and the first of each and every month of said year, each owner shall be obligated to pay to THE ASSOCIATION, or as it may direct, one-twelfth of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board of Directors shall supply to all owners

ceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership interest in the common elements and facilities to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common elements and facilities to the installments due in the succeeding six months after rendering of the accounting.

(c) Reserve for Contingencies and Replacements.

The Board of Directors shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the Board of Directors may, at any time, levy a further assessment which shall be assessed to the owners according to each owner's percentage of ownership in the common elements or facilities. The Board of Directors shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall

more than 10 days after delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly account.

(d) Budget for First Year. When the first Board of Directors elected after DECLARANT turns over control to the unit owners per 13 (b) hereof, shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing 30 days after said election occurs. Assessments shall be levied against the owners during said period as provided in sub-paragraph (b) of this paragraph. Prior to DECLARANT surrendering control, DECLARANT shall prepare an estimated cash requirement which shall be imposed until the unit owners' BOARD is elected.

(e) Failure to Prepare Annual Budget. The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than 10 days after such new annual or adjusted estimate shall have been mailed or delivered.

(f) Books and Records. The Board of Directors shall keep full and correct books of account, and the same shall

owner duly authorized in writing, at such reasonable time or times during normal business hours as may be required by the owner. Upon 10 days notice to the Board of Directors and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(g) Status of Funds Collected. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the owners, and for such adjustments as may be required to reflect delinquent or pre-paid assessments) shall be deemed to be held for the use, benefit and account of all of the owners in the proportions set forth in paragraph 9.

(h) Remedies for Failure to Pay Assessments. If any owner is in default in monthly payment of the aforesaid charges or assessments for 30 days, the members of the Board of Directors may bring suit to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the

Directors as in the case of foreclosure of liens against real estate. The Board of Directors shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Said lien shall take effect and be in force when and as provided in the "Condominium Ownership Act" of the State of Wisconsin; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject to priority, after written notice to said encumbrancer of unpaid common expenses, only to the lien of all common expenses on the encumbered property only from the date the encumbrancer either takes possession of the unit, accepts a conveyance of any interest therein, or has a receiver appointed in a suit to foreclose its lien. Any encumbrancer may, from time to time, request in writing a written statement from the Board of Directors setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and unless the request shall be complied with within 20 days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance.

imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

23. NOTICES. Notices required or permitted to be given to THE ASSOCIATION or any unit owner may be delivered to any member of the Board of Directors or such unit owner either personally or by mail addressed to such member of the Board of Directors or unit owner at his unit. Notices required to be given to any devisee or personal representative of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing on the records of the court wherein the estate of such deceased owner is being administered.

24. SEVERABILITY. The invalidity of any restrictions herein imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

25. AMENDMENTS. This Declaration may be amended as provided by law with the approval of 12 of the 16 unit owners, and then only in conformity with applicable laws and zoning.

26. INTERPRETATION OF DECLARATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium development.

The undersigned, hereby consents to the execution and delivery of the foregoing instrument, and to the filing thereof in the Office of the Register of Deeds for St. Croix County, Wisconsin; and hereby subjects the mortgage to the provisions of the Condominium Ownership Act of the State of Wisconsin and the provisions of the foregoing instrument.

Dated this _____ day of _____, 1985.
