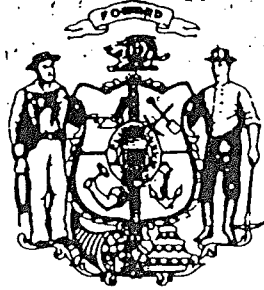


UNITED STATES OF AMERICA

The State of Wisconsin



DATE: December 29, 1983

OFFICE OF THE SECRETARY OF STATE

TO ALL TO WHOM THESE PRESENTS SHALL COME:

The undersigned, as Secretary of State of the State of Wisconsin, hereby certifies that, on the date above written, Articles of Incorporation of

SCH OWNER'S ASSOCIATION, INC,

were filed in my office under the provisions of Chapter 181 of the Wisconsin Statutes, for an organization to be formed

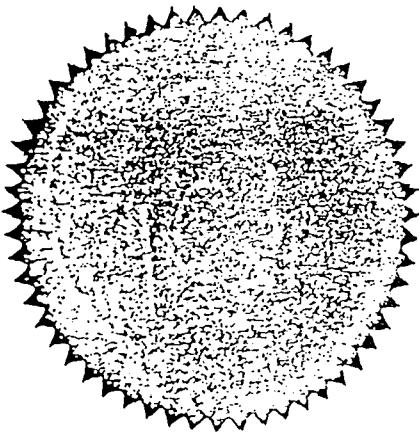
WITHOUT STOCK AND NOT FOR PROFIT.

THE STATE OF WISCONSIN does hereby grant unto said organization the powers and privileges conferred upon such organization by the Wisconsin Statutes for the pursuit of any purposes lawful under Chapter 181 of the Wisconsin Statutes except as such purposes may be further limited in said Articles.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on JAN 11 1984

Douglas LaFollette

DOUGLAS La FOLLETTE
Secretary of State



SEE REVERSE FOR MORE INFORMATION

907 Coulee Rd constructed in 1977
Cmndos 1983



THE ENCLOSED DOCUMENT INCLUDES:

1. Declarant Disclosure
2. Table of Contents Declaration of Condominium Ownership
3. Management Agreement
4. List of Owners
5. State of Wisconsin Corporate Annual Report
6. Ammendment to By-Laws
7. Resolution of Board of Directors for first Ammendment
8. First Ammendment to Declaration features No Pet policy and patio barbecue or cooking grills policy
9. Consent of Mortgagee's

This bound document is one to be kept in a safe place. When you decide to sell your unit, you must present this document to each prospective buyer for review once an offer has been made.

Board of Directors

DISCLOSURE MATERIALS

ST. CROIX HILLS CONDOMINIUM

Declarant:

Leonard W. Vanasse and
Marlys J. Vanasse,
husband and wife

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

DECLARATION OF CONDOMINIUM OWNERSHIP

ST. CROIX HILLS CONDOMINIUM

Hudson, Wisconsin

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INDEX OF DISCLOSURE MATERIALS

The disclosure materials the Declarant is required by law to provide to each prospective condominium purchaser contain the following documents and exhibits:

1. DECLARATION. The Declaration establishes and describes the condominium, the units and the common areas. The Declaration begins on page 1

2. FLOOR PLANS AND MAP. The Declaration has provided a floor plan of the Unit being offered for sale and a map of the condominium which shows the location of the Unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map are shown as Exhibits A & B

3. BY-LAWS. The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of Unit Owners. The By-Laws being on page 39

4. ARTICLES OF INCORPORATION. The operation of a condominium is governed by the Association of which each Unit Owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page 55

5. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services may be provided to the condominium through contracts with individuals or private firms. There are such management or employment contracts with individuals or private firms affecting this condominium. These contracts are shown on the budget.

6. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the condominium which are assessed to the Unit Owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget is shown on attached sheet.

7. ENGINEERS REPORT. The Condominium units and buildings were inspected by a registered engineer. The engineer's report can be found as Exhibit C

DECLARATION OF CONDOMINIUM OWNERSHIP

AND OF

REGISTERS OFFICE

ST. CROIX CO., WIS. CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

for Record this 5th of January A.D. 1984

FOR

1:00 P.M. ST. CROIX HILLS CONDOMINIUM

ms O. Cornell
Registrar of Deeds

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes, this 12th day of December, 1983, by Leonard W. Vanasse and Marlys J. Vanasse, husband and wife, (hereinafter referred to as the "DECLARANT").

ARTICLE I

STATEMENT OF DECLARATION

Section 1. Purpose.

(a) The purpose of this Declaration is to submit the lands hereinafter described and the buildings and improvements thereon and hereafter to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

(b) DECLARANT desires to and does hereby reserve the right to expand the condominium established by this document to include the land and building also hereinafter described.

(c) DECLARANT desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of DECLARANT and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial, and proper use and conduct of the property and all units; and

(d) DECLARANT desires and intends that the several Unit Owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interest subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative

aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

Section 2. Declaration.

(a) The Declarant hereby declares that Leonard W. Vanasse and Marlys J. Vanasse, husband and wife, are the sole owners of the real property described in Section 3 (a) of this Article together with all buildings, structures and improvements and other permanent fixtures of whatsoever kind thereon or to be erected (hereinafter referred to as "the property" or sometimes as "907 Coulee Road"), which property is hereby submitted to the condominium form of use and ownership pursuant to the Act, this Declaration and the other Condominium Documents.

(b) The Property and all parts thereof, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers and water utilities serving the property, and all other matters of record, shall be held, conveyed, transferred, encumbered, leased, assigned, improved, occupied and used subject to the terms, conditions and provisions of this Declaration, the other Condominium Documents and the Act (to the extent not contrary to the Condominium Documents), all of which shall be deemed to the covenants running with the land and shall bind the Declarant (and its successors and assigns) and all parties now or hereafter having any legal or equitable interest in the Property or any portions thereof whether as Owners, joint Owners, lessees, users, mortgagees, encumbrances or otherwise.

Section 3. Legal Description of Property.

(a) The Property, hereafter called "The Property", which is hereby submitted to the Act and this Declaration is certain real estate located in the City of Hudson, County of St. Croix, Wisconsin and legally described as:

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 25, Town 29 North, Range 20 West, being Lot 41 of Colonial Hill Addition, except the West 29.12 feet, City of Hudson, St. Croix County, WI, more particularly described as follows:

Commencing at the Southeast corner of said Lot 41 and the point of beginning;

Thence along the Northerly right-of-way line of Coulee Road S 87 degrees 43 minutes 30 seconds W., 334.76 feet;

Thence N 00 degrees 19 minutes 00 seconds W 148.82 feet;

Thence East 335.11 feet to the Northeast corner of Lot 41;

Thence S 00 degrees 05 minutes 30 seconds E., 135.55 feet to the point of beginning.

Such real estate is also described and shown on the Condominium Plat attached hereto as Exhibit A.

(b) The Declarant hereby declares that Leonard W. Vanasse and Marlys J. Vanasse, husband and wife, are the sole owners of the real property described in Section 3 (b) of this Article together with all buildings, structures and improvements and other permanent fixtures of whatsoever kind thereon or to be erected (hereafter referred to as "the expansion property" or sometimes as "905 Coulee Road"), which property is hereby reserved and may be submitted and subjected to the condominium form of use and ownership pursuant to the Act. Generally, the structures on the expansion property will consist of living units and garages very similar to those described in and included in the property subjected to the Act pursuant to Section 2 (a) of this Article. The expansion property must be submitted to a subsequent Declaration within 10 years of the recording of this Declaration or there can be no such expansion. The legal description of the expansion property, hereafter called "the expansion property":

A parcel of land located in the SE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 25, Town 29 North, Range 20 West, being a part of Lot 244 of the Assessor's Plat of the City of Hudson, part of vacated F.R. Slater's Addition to the City of Hudson, and the West 29.12 feet of Lot 41 of Colonial Hill Addition, City of Hudson, St. Croix County, WI, more particularly described as follows:

Commencing at the Southeast corner of said Lot 41;

Thence along the Northerly right-of-way line of Coulee Road S. 87 degrees 43 minutes 30 seconds W., 334.76 feet to the point of beginning;

Thence continuing along the Northerly right-of-way S 87 degrees 43 minutes 30 seconds West 29.12 feet;

Thence continuing along the Northerly right-of-way S 88 degrees 11 minutes 40 seconds W., 63.60 feet;

Thence continuing along the Northerly right-of-way S 03 degrees 10 minutes 30 seconds W., 9.38 feet;

Thence continuing along the Northerly right-of-way along the arc of a curve concave North with a radius of 522.96

feet whose chord bears N. 66 degrees 04 minutes 50 seconds W., 236.32 feet;

Thence N. 53 degrees 09 minutes 50 seconds E., 149.55 feet;

Thence S. 81 degrees 24 minutes 40 seconds E., 161.40 feet to the Northwest corner of said Lot 41;

Thence East 29.10 feet;

Thence S 00 degrees 19 minutes 00 seconds E., 148.82 feet to the point of beginning.

Such real estate is also described and shown on the Condominium Plat attached hereto as Exhibit A.

Section 4. Name.

The Property, including all Units and Improvements, shall be known as St. Croix Hills Condominium.

ARTICLE II

DEFINITIONS

Section 1. "Act" shall mean the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wis. Stats., now in effect and as may be amended.

Section 2. "Association" shall mean SCH Owner's Association Inc. a non-profit non-stock corporation which is comprised of all Unit Owners acting as a group in accordance with the Act, this Declaration, the Articles and the By-Laws, and which shall be administered and operated by a Board of Directors.

Section 3. "Articles" shall mean the articles of incorporation for SCH Owner's Association, Inc., a non-profit non-stock corporation organized under Chapters 703 and 181 of the Wisconsin Statutes.

Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "By-Laws" shall mean the By-Laws of the Association.

Section 6. "Common Areas," "Common Areas and Facilities," and "Common Elements" shall all mean the entirety of all lands, structures and improvements of whatever kind or nature (excluding the Units) which are located on, comprise a part of, or are appurtenant to the Property subject to this Declaration. All

the Common Elements shall be owned by all the Unit Owners as tenants-in-common under the Act in proportion to their percentages of ownership interest as specified in Exhibit A and shall include all Limited Common Elements.

Section 7. "Condominium Documents" shall mean this Declaration, the Articles, the By-Laws and any Rules or Regulations adopted by the Board from time to time, as any of the foregoing may be amended from time to time.

Section 8. "Declaration" shall mean this Declaration of Condominium, as amended from time to time, together with any and all Supplementary or Expansion Declarations which may be recorded.

Section 9. "Declarant" shall mean and refer to the person or entity named above and his or its heirs and assigns. The Declarant may also be referred to as the Developer.

Section 10. "Improvements" shall mean all buildings, fixtures, roads, driveways, parking areas, fences, plants, lawns, gardens, landscaping and all structures, recreational areas, and other facilities or items of any kind located on the Property (excluding the Units).

Section 11. "Limited Common Elements" and "Limited Common Areas" shall be those Common Elements or Areas assigned to each Unit, which are reserved for the exclusive use of the Unit and the occupants of the Unit. The garage having the same Unit number is not part of the limited common elements.

Section 12. "Owner" or "Unit Owner" shall mean the fee simple owner(s) of record title to the Unit, including: (a) Declarant; and (b) all joint Owners of a Unit, who shall be treated collectively as one Unit Owner regardless of the type of tenancy or estate; and (c) all successors and assigns of such Owner or joint Owner.

Section 13. "Joint Owner" shall mean an owner of record of any partial or shared legal ownership interest in a Unit, regardless of whether held jointly, in common or in some other form of tenancy or estate, together with all successors and assigns.

Section 14. "Manager" shall mean any professional managing agent, whether an individual, firm, or corporation, who may be appointed by Declarant or retained by the Association to manage the Common Elements and the operation of the Association.

Section 15. The "percentage of ownership interest" shall be appurtenant to each Unit and shall include an undivided interest in all Common and Limited Common Elements, all in the percentage specified for each such Unit in the Schedule of Units and "Percentages of Ownership Interest" attached to this

Declaration as Exhibit A and an undivided 1/40th interest in all assets and liabilities of the Association.

Section 16. "Property" shall mean the Units, the real estate described in Article I, Section 3 and all improvements thereon, together with such additional Units, real estate and Improvements as may hereafter be subjected to the provisions of this Declaration by amendment in accordance with Article XIV, Section 1 and all water, mineral, air and other rights, title easements and interest appurtenant to the real estate.

Section 17. "Rules and Regulations" shall mean those Rules and Regulations as may be adopted by the Board from time to time in accordance with this Declaration and the By-Laws.

Section 18. A "Section" means a section of this Declaration (e.g. Section 18) and includes and refers to all subsections (e.g. (a)), paragraphs (e.g. (1)) and subparagraphs (e.g. (1)) unless a particular subsection, paragraph or subparagraph is specified.

Section 19. "Unit" shall mean a part of the Property subject to this Declaration intended for independent use and enjoyment as a single-family residential dwelling unit, consisting of one or more cubicles of air at one or more levels of space, having the following boundaries:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the Unit on each floor or floors of the Unit.

(b) The horizontal boundaries shall be: (1) lower boundary the plane or planes of the upper surface of the base level floor or floors; (2) upper boundary the plane or planes of the interior undecorated ceilings.

(c) All windows, window frames and entry doors, including all glass and locks in windows and doors, shall be considered a part of the Unit.

"Unit" shall include the garage unit having the same number as the dwelling unit, which garage unit shall have the following boundaries:

(d) The vertical boundaries shall be: the exterior surface (closest to the space to be occupied as the garage unit) of the studded walls separating the garage unit or units except that the garage for unit 102 shall also be for common storage of the lawn, snow and other equipment of Rules and Regulations of the Board.

(e) The horizontal boundaries shall be: (1) lower boundary the plane or planes of the upper surface of the

concrete floor or floors; (2) upper boundary the plane or planes of the under surface of the ceiling or roof joist.

(f) The garage doors shall be a limited common element.

Section 20. "May" means something which is permissible or can be done without any obligation that it be done (whether expressed or implied); and "shall" means something which must be done.

ARTICLE III

DESCRIPTION OF BUILDING AND UNITS

There is one multi-family refurbished residential wood frame building of two stories constructed on the Property described above. In addition, there are 2 garage buildings either already erected or to be erected as shown on the Plat. The building referred to by address is 907 Coulee Road is broken down as follows:

ST. CROIX HILLS CONDOMINIUM CONDOMINIUM UNIT AREA CALCULATIONS

907 COULEE ROAD - 1ST FLOOR

907 COULEE ROAD - 2ND FLOOR

UNIT	AREA SQUARE FEET	% OF TOTAL AREA	UNIT	AREA SQUARE FEET	% OF TOTAL AREA
101	909.000	6.209	201	909.000	6.209
102	909.000	6.209	202	909.000	6.209
103	666.126	4.550	203	764.352	5.220
104	768.126	5.247	204	768.126	5.247
105	1019.432	6.963	205	1019.432	6.963
106	1019.432	6.963	206	1019.432	6.963
107	989.890	6.762	207	989.890	6.762
108	989.890	6.762	208	989.890	6.762
TOTALS	7270.896	49.665	TOTALS	7369.122	50.335

The building is as located and indicated on Exhibit B attached hereto and made a part of this Declaration. The 907 building was constructed in 1977 and has been used as a residential rental unit up to the time of its condominium conversion.

Each residential Unit is served by a balcony or patio. The security system is a buzzer-intercom system.

Each Unit is served with baseboard hot water heat, refrigerator, electric range, hood vent, and garbage disposal unit. In addition, all units are carpeted throughout except in the bath and kitchen areas. Large storage closets are contained in each unit and in addition in the lower level of each building there are located storage lockers for each particular unit. Laundry facilities are available to the residents on each floor by the use of coin operated machines.

Each unit is served with a wall mounted air conditioning unit in the dining area.

There are no elevators serving the premises.

Prior to conversion, the facilities were inspected by a registered engineer through the Cedar Corporation of Menomonie, Wisconsin. A copy of that engineer's report is attached hereto as Exhibit C. The expansion property, when and if submitted to a subsequent declaration, will consist of a two story multi-family refurbished residential wood frame building of 16 to 20 Units with garages, five of which shall be located on the Property which is already subjected to this Declaration. The expansion property has an address of 905 Coulee Road. The 905 Building was constructed in 1974 and has been used as a residential rental unit. The garages will be constructed at or prior to the expansion Declaration. In other respects, the 905 Building is similar to the 907 Building.

ARTICLE IV

IDENTIFICATION AND MAINTENANCE

Section 1. Identification and Layout of Units.

The Unit number of each Unit and its location, floor plan and approximate area are set forth in the "Schedule of Units" attached as Exhibit A and in the floor plans attached as Exhibit B. The Common Elements to which each Unit has immediate access are the hallways adjoining the Unit within the Building, all as further depicted on the Plat attached as Exhibit B and on the floor plans attached as Exhibit B.

Section 2. Unit Facilities.

The following items, areas and facilities (hereinafter referred to as "facilities of a Unit") shall be considered a part

of the Unit owned by the Unit Owner, to the extent that such items, areas or facilities are within the exterior boundaries of the Unit or are used by or service that Unit alone: (a) equipment, appliances, fixtures, ducts, lines, pipes and laterals for services such as sewer, electrical power, gas, water, heat, air conditioning, incineration, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; Limited Common Elements appurtenant to the Unit; (b) all other apparatus, equipment, fixtures and materials used in conjunction with, or servicing, such Unit alone.

Section 3. Unit Maintenance.

(a) Each Unit and all its facilities, and other fixtures, appliances and equipment located within or designated as part of such Unit shall at all times be maintained and repaired by the Unit Owner, at such Unit Owner's expense.

* (b) Upon the failure of any Unit Owner, after reasonable notice, to perform any maintenance or repairs to a Unit or its facilities which the Board may determine necessary or advisable for protection of Common Elements or for aesthetic reasons, the Association may (at its option) perform the same and may make Special Assessments against the Unit and the Unit Owner for the Cost thereof, either before or after such maintenance or repairs are performed. There shall be a perpetual easement for the Association and its officers, directors, employees, agents, servants and independent contractors to enter the Unit at all reasonable times upon advance notice to the Unit Owner (and in emergencies without notice) to perform such maintenance or repairs which the Board determines necessary or reasonable and which it elects to perform. *

ARTICLE V

USE

Section 1. Residential Use.

Each Unit shall be used primary for residential purposes only, shall not be occupied by more than two unrelated persons and no trade or business of any kind may be carried on therein, except Declarant may use any Unit(s) which it owns as a sales office and/or model unit in conjunction with its sales activities and Declarant and any mortgagee who has or acquired possession of or title to a Unit may also lease any such Unit(s) for terms or not less than 30 days. Lease or rental of a Unit for residential purposes shall not be considered to be the carrying on of a trade or business.

Section 2. Animals.

No animals, reptiles or birds shall be permitted anywhere on the Condominium except for two caged birds.

Section 3. Other Prohibited Uses.

(a) No owner shall cause or permit the Common Areas, except the Unit Limited Common Areas, to be so used as to deny to other owners the full use of such portion of the Common Areas. Accordingly, there shall be no obstruction of any Common Areas. Entrances, exits, common hallways and staircases, walks, and drives shall be kept clean and orderly and free of obstruction or objects. Children shall be restrained from playing or loitering in common hallways, staircases and driveways. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere on the Condominium, nor shall vehicles licensed as trailers, vans, trucks, campers, camping trucks, house trailers, boats, boat trailers, motorcycles, snowmobiles or land vehicles or the like be stored, parked or placed on the Condominium. No vehicle shall occupy, park upon or otherwise block access to or exit from an inside parking space or the approach thereto; provided however that this provision shall not prohibit the use of outside vehicular parking spaces on the Condominium as provided and designated. No maintenance or lubrication of any vehicle shall be permitted anywhere on the Condominium. Bicycles shall be placed only in those areas designated by the Association.

(b) The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

(c) No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or the Association; provided, however, that no antennas for the use of less than all the Units in any Building shall be erected. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothes-line be placed or maintained within or on the Condominium.

(d) Nothing shall be done or kept in any Unit or in the Common Areas or any part hereof to increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association.

(e) Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(f) No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, to the Association or other Owners.

(g) No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Unit, including the use of musical instruments, television, or radios at such times or in such volumes or sound as to be objectionable, or anything which requires any alteration of or addition to any Common Elements.

ARTICLE VI

OWNERSHIP OF UNITS

Section 1. Exclusive Ownership of Units.

Each Unit Owner shall be entitled to exclusive use, ownership and possession of his, her or their unit, subject to the limitations, restrictions and other provisions of the Act, this Declaration, and the other Condominium Documents.

Section 2. Percentage of Ownership Interest.

(a) Each Unit Owner shall own an undivided interest in all Common and Limited Common Elements equal to the percentage of ownership interest as specified for that Unit in Exhibit A, plus a 1/16th undivided interest in all assets and liabilities of the Association.

(1) When the expansion property is added to this condominium, each owner's undivided interest in all common and Limited Common Elements shall equal the percentage of ownership interest which represents the area for that Unit (excluding the garage and storage space) over the total area for all units in both buildings (once again, excluding the garage and storage spaces), plus an undivided interest in all assets and liabilities of the Association which equals the fraction of one over the total number of units in both buildings.

(b) A Unit Owner's ownership interest in all Common Elements, all hazard insurance proceeds, condemnation awards, other assets and/or assessment charges, and other liabilities of the Association may not be modified in any respect or for any reason without the prior written consent of such Unit Owner and the holder(s) of any mortgage interest(s) in such Unit, and

the prior written consent (in the form of a recorded amendment to this Declaration) of the Owners other than Declarant, of at least 75% all other Units and their mortgagees.

(1) When the expansion property is added to this condominium, the owner of the expansion property alone can, by filing the appropriate declaration, add it to this condominium and the owners of the other units of this condominium do not have to join, consent or otherwise do anything, nor can they prevent the expansion property from being so added.

Section 3. Easements for Access.

Each Unit Owner and all tenants or other occupants of a Unit (except as otherwise provided under any leases) shall have the following non-exclusive rights and easements which shall be appurtenant to and shall pass with title to every Unit and may be exercised in accordance with the Act, this Declaration and the other Condominium Documents: a right of ingress and egress over and across driveways, walks, hallways, stairs and other Common Elements necessary for pedestrian access to the Unit and to all Limited Common Elements reserved for that Unit, provided such access is not on or over Limited Common Elements reserved for any other Unit(s); and a right of ingress and egress over and across driveways and parking areas necessary for vehicular access to parking spaces reserved for the exclusive use of such Unit, provided such access is not on or over Limited Common Elements reserved for any other Unit(s).

Section 4. No Partition of Units.

If any Unit shall be owned by two or more Joint Owners, nothing contained in this Declaration shall prohibit a judicial partition of such Unit as between such joint Owners so long as such partition does not involve a physical partition, separation or division of the Unit into two or more residential dwelling units. No Unit shall be physically partitioned, separated or divided into two or more residential dwelling units without the prior written consent of the holder of any first mortgage on the Unit and the Owners, other than Declarant, or holders of first mortgages on at least 75% of the all Units. Boundaries between adjoining Units may be relocated in accordance with Section 703.13(6) of the Act.

Section 5. Compliance with Rules and Regulations.

No Owners shall violate the rules and regulations for the use of the Units and of the Common Areas as adopted from time to time by the Association. Further, use of each Unit shall also be subject to the Act, the other provisions of this Declaration, and the By-Laws of the Association.

Section 6. Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment to the Common Areas and facilities to the members of this family, to the tenants of his Unit or contract purchasers of his Unit who reside on the property and only to said individuals.

Section 7. Separate Mortgages of Units.

Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Areas. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective ownership interest in the Common Areas.

Section 8. Separate Real Estate Taxes.

It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Areas, as provided in the Wisconsin Unit Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof, the allocation in respect to Common Areas to be in accordance with his respective percentage of ownership interest in the Common Areas.

ARTICLE VII

COMMON ELEMENTS

Section 1. Use of Common Elements.

(a) Each Unit Owner and his, her or their tenants (except as otherwise provided under any leases) shall have a non-exclusive right and easement to use and enjoy all Common Elements (other than Limited Common Elements reserved for the exclusive use of any Unit), all subject to the Act, this Declaration, the By-Laws and any Rules or Regulations adopted by the Board from time to time.

(b) Except for damages covered by insurance maintained by the Association, each Unit Owner shall be responsible and liable to the Association for any damage (except ordinary wear and tear) to the Common Elements caused by or at the direction of such Unit Owner or any tenant, guest or occupant of the Unit or caused by improvements or repairs to, or by a lack of maintenance of, the Unit or the Limited Common Elements appurtenant to the Unit.

(c) There shall be no obstruction of any Common Elements other than for temporary parking of motor vehicles designated Parking Areas or as necessary for repairs to the Property or for excavation or construction of Improvements to the Common Areas, nor shall anything be kept or stored in or upon any part of the Common or Limited Common Elements (other than as otherwise expressly authorized under this Declaration or the other Condominium Documents) without the prior written consent of the Board.

* (d) Nothing shall be removed from nor erected, emplaced, altered, or constructed in or about the Common or Limited Common Elements without the Board's prior written consent, unless specifically authorized under the Condominium Documents. *

Section 2. Construction of Improvements, Maintenance, and Repairs.

(a) The Association shall be responsible for maintenance and repair of all existing Improvements and for construction, maintenance and repair of all other Improvements which the Association may wish to install, except as otherwise provided in any of the Condominium Documents. All such costs and expenses for maintenance or repair of any Improvements (other than for construction of existing Improvements) shall be considered common expenses to be shared equally by the Owners of all Units. All costs and expenses for maintenance and repair of roads, drives, walks, sanitary sewers, storm sewers, water lines, and other utilities or services within or comprising the Common Elements and available for use by more than one Unit shall also be common expenses and shall likewise be shared equally by all Unit Owners. Declarant shall not be responsible or liable for any costs or expenses for construction or installation of Improvements beyond the existing Improvements reflected in the Plat and floor plans.

(b) No Unit Owner may exempt himself or herself from liability for common expenses, regardless of the form of Ownership of the Unit or the extent of use of the Common Elements by such Owner or other occupants of the Unit.

Section 3. No Partition, Encumbrance or Transfer of Common Elements.

(a) There shall be no partition of the Common Elements through judicial proceedings or otherwise without the prior written consent of all Unit Owners and their mortgages unless this Declaration is terminated and the Property is withdrawn from the terms of any statutes applicable to condominium ownership.

(b) Neither the Declarant nor the Association may abandon, partition, subdivide, encumber, sell or transfer any of the Common Elements apart from an encumbrance, sale or transfer of a Unit without the prior written consent of all Unit Owners (other than Declarant) and their mortgagees, except for easements or right-of-ways which may be granted under Article XIII, Section 3 (c) and lien rights as may be granted or as may arise against the percentage of ownership interest in Common Elements appurtenant to a Unit.

ARTICLE VIII

LIMITED COMMON ELEMENTS

Section 1. Designation of Limited Common Elements.

(a) The Limited Common Elements appurtenant to each respective Unit, which are assigned to the Unit in the deed from Declarant and will thereby be reserved for the exclusive use of the Unit Owner and shall consist of a patio or balcony.

Section 2. Use of Limited Common Elements.

(a) Except as may be authorized by the Rules and Regulations, no Limited Common Elements may be used for temporary or permanent storage of articles, equipment, vehicles prohibited in Article V, Section 3 (a), or materials of any kind, except the storage of articles in the basement storage area for the Unit. No flammable, explosive or other dangerous substances, liquids or materials shall be stored or kept by any Unit Owner in his/her basement storage area. *

(b) The rights to exclusive use and enjoyment of the Limited Common Elements appurtenant to a Unit shall not be subject to transfer or conveyance apart from a transfer or conveyance of the Unit to which they are appurtenant. Such rights to use and enjoy all Limited Common Elements then appurtenant to a Unit shall automatically pass with the transfer or conveyance of fee simple title to the Unit.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

Section 1. In the event of fire, casualty or any other disaster affecting one or more of the Units in any Building or other improvements on or within the Condominium (the "damaged premises"), the damaged premises shall be reconstructed and repaired, unless otherwise determined in the manner hereinafter

set forth. Reconstruction and repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

Section 2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, then subject to Section 3 below the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds and the deficiency in the same proportion as they would share in the Partition Proceeds under Section 3 hereof if such paragraph has been effective, all as described in the formula in Section 3. The provisions of Article XII shall apply to all sums assessed for any deficiency.

Section 3. Notwithstanding anything to the contrary contained in Section 2 above, if the insurance proceeds are insufficient to reconstruct or repair the damaged premises, then the Condominium shall be subject to an action for partition upon obtaining the written consent of the owners of at least seventy-five (75%) percent of the undivided interest in Common Elements. For the purpose of determining the percentage in the preceding sentence, the undivided interest in the Common Elements shall be deemed to consist of sixteen (16) part interests. If such approval is not obtained within ninety (90) days from the date of the fire, casualty or disaster, then no such action for partition shall be available under this Section 3 and the provisions of Section 2 above shall apply. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (all of such net proceeds of sale and insurance hereinafter called the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit Owners in the damaged premises in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units in the Damaged Premises}} = \text{Percentage of undivided Interest in Partition Proceeds}$$

(a) When the expansion property is added to this condominium, the undivided interest in the Common Elements shall be deemed to consist of the number of part interests which equals the total of living units in both buildings.

The percentages expressed in this Section may be rounded in order to obtain a total of One Hundred (100%) percent or a total which may be rounded to One Hundred (100%) percent. Unit purchasers, by accepting a Deed to a Unit, agree to be bound by such percentages. The Partition Proceeds shall be distributed in accordance with the priority of interest in each Unit.

Section 4. Notwithstanding all the foregoing, in the event the two-thirds (2/3) or more of a Building and other im-

provements above foundation on the Condominium are destroyed, then the determination as to whether or not to reconstruct and repair shall be made by a vote taken of the members of the Association, within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the members voting in person or by proxy shall be required in order to reconstruct and repair the same. If the required number of members do not vote in favor of reconstruction and repair within said ninety (90) day period, then the Condominium shall be subject to an action for partition in the same manner as is provided in Section 3 above.

(a) When the expansion property is added to this condominium, the vote shall include members owning Units in both buildings.

ARTICLE X

INSURANCE

Section 1. The Board of Directors shall obtain and continue in effect insurance coverage on the Building now or hereafter constructed and certain other improvements on or within the Condominium in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "condominium replacement cost" endorsement, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefits of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article IX hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; provided, however, that no owner of a Unit shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this Article. In addition to the insurance coverage that the Board of Directors shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable.

Section 2. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium, to be paid by assessments levied by the Association. The Association and each Unit Owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes either party from obtaining any such policy. Declarant may require that each Unit purchaser prepay such Unit purchaser's share of the estimated cost of one (1) year's insurance premiums at the time of the conveyance by it of each Unit, which sum shall be transferred by Declarant to the Association or held by it in trust for the payment of such premiums, or used for the payment of such premiums.

Section 3. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors as aforesaid shall exclude (a) any coverage on any personal property located within or appurtenant to the exclusive use of a Unit, including but not limited to, appliances, individual Unit air conditioners, window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (b) any liability coverage on a Unit Owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any an all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit Owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

ARTICLE XI

SALE, LEASE OR OTHER DISPOSITION OF UNITS

Section 1. Restrictions on Sale or Lease.

No Unit Owner shall at any time sell, convey, contract to sell, lease or devise, whether by operation of law or otherwise, without first complying with the provisions hereinafter contained in this Article.

(a) Interests Included in Conveyance. No Unit Owner may sell, convey or transfer any legal or equitable interest in his, her or their Unit without including the ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit, and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

(b) Notice to Association. No such sale, conveyance, contract of sale, devise, gift, lease, sublease, or alienation of any other kind shall be made unless the Association is given adequate prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, lessee, or alienee, together with such other information as the Board of Directors may reasonably require. This paragraph shall not apply to sales by the St. Croix County Sheriff pursuant to judgments of foreclosure.

Section 2. Right of Declarant to Dispose of or Lease Units.

The provisions of Section 1 hereof shall not be applicable to or binding upon the Declarant until subsequent to the initial sale of all sixteen (16) units. Declarant shall have the right to dispose of Units by land contract or by such other form of installment sale as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any Unit as the result of the default of a purchaser under such an installment sale, Declarant shall be free to dispose of any such Unit by any means whatsoever, free of any restrictions set forth in Section 1 above. Nothing herein contained shall in any way restrict Declarant's right to lease units not otherwise disposed of.

Section 3. Other Exceptions.

(a) The provisions of Section 1 of this Article shall not apply with respect to any sale, lease or other conveyance by a Unit Owner of his Unit to his spouse or to any of his children or to his parents or to his brothers or sisters, or any one or more of them, or of a Unit owned or designated by the Declarant.

(b) Any Unit Owner shall be free to convey or transfer his Unit by gift, or to devise his Unit by Will, or to pass the same by intestacy, without restriction.

Section 4. Notification of Conveyance.

Within 5 days after a sale, transfer or conveyance (by land contract or otherwise) of any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's or mortgagee's name and mailing address; and (d) the name and address of the Designee of such purchaser, if any; and (e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

EXPENSES, ASSESSMENTS, LIENS AND COLLECTIONSection 1. Common Expenses and Assessments Against Units and Unit Owners.

(a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the Unit Owners and their Units.

(b) "Special Assessments" may be made by the Board against a particular Unit Owner and his, her or their unit for:

(1) costs and expenses (anticipated or incurred) for damage to Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(2) costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations against the Unit Owner or other occupant of the Unit;

(3) costs and expenses (anticipated or incurred) for emergency repairs to the Unit;

(4) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect of the Unit or the storage area appurtenant to the Unit;

(5) interest due on General and Special Assessments;

(6) forfeitures and other penalties levied by the Board for violations of the Condominium Documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit;

(7) all other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration or the By-Laws.

(c) "General Assessments" shall be made and levied by the Board against each Unit Owner and his, her or their Unit for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

(1) maintenance, security, repairs, upkeep or operation of Common Elements and any additional Common Elements acquired by the Association, such as any contiguous real estate acquired pursuant to Article XIII, Section 3 (1);

(2) insurance maintained by the Association;

(3) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

(4) all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its power or obligations;

(5) costs and expenses for additional Improvements of any kind beyond the existing Improvements reflected in the Plat and floor plans;

(6) all items subject to Special Assessment which have not been collected from a Unit Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Unit Owner, all other Unit Owners shall receive an adjustment, reimbursement or other appropriate credit on future General Assessments, as the Board determines appropriate, for payments made under this paragraph;

(7) all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

Section 2. Payment of Assessments.

(a) Each Unit Owner shall promptly pay, when due, all General and Special Assessments made by the Board against such Owner and his, her or their Unit, together with all costs, expenses and reasonable attorney fees incurred by the Board in collection of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest), except that all assessments for the reserve fund to be maintained under By-Laws Article VI, Section 4 (a) (2) shall be payable in regular installments, without interest if paid when due. Time is of the essence with respect to all payments.

(b) All joint Owners of a Unit shall be jointly and severally liable for all General and Special Assessments levied against the Unit, regardless of the type of tenancy, estate or interest (whether joint tenants, tenants-in-common, or land contract purchaser(s) or seller(s), or otherwise).

(c) In the event of any delinquency by a Unit Owner in payment of any General or Special Assessment, the Board may (in addition to its other rights and remedies) suspend and revoke, during the period of such delinquency), the rights of the Unit Owner and his/her family, tenants, guests or other occupants of the Unit to use any recreational facilities. Use of such facilities by a Unit Owner or his/her family, tenants, guests or other occupants of the Unit during such a suspension shall entitle the Board to also assess fines against the Unit Owner in accordance with procedures contained in Rules or Regulations as the Board may adopt from time to time.

Section 3. Delinquent Assessments: Interest, Lien and Collection.

(a) All General and Special Assessments which are not paid when due: shall bear interest at 12% per annum or at such other maximum rate as may then be permitted by law until the assessment is paid in full; shall constitute a lien on the Unit and its appurtenant percentage of ownership interest; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the Unit Owner, by foreclosure of the lien and/or in any other manner or method provided under the Condominium Documents, the Act, or other laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection. Notwithstanding any other provisions of this Declaration or the Act to the contrary, any first mortgagee who obtains title to a Unit pursuant to rights or remedies provided in the mortgage or through foreclosure shall not be liable for any unpaid assessments, unpaid dues, charges or interest which may accrue prior to the acquisition of title to such Unit by such mortgagee and, upon acquisition of title by such mortgagee, the lien upon such Unit for such unpaid assessments and charges shall be automatically released and the amount of such uncollected assessments and charges shall be considered a common expense.

(b) Acceptance of a deed or other conveyance, transfer or acquisition of any legal or equitable interest in or encumbrance upon a Unit, constitutes an assignment to the Association of all rents and profits from the Unit, including those due and to become due, upon the following terms and conditions to the extent necessary to satisfy delinquent assessments. The assignment of rents and profits under this subsection shall be effective (without further notice and with or without the appointment of a receiver) upon delivery by the Board of a written notice to the tenant(s) or land contract purchaser(s) of that Unit specifying that the Unit Owner is in default in payment of assessments and demanding that all future payments be made to the Association until further notice. Following receipt of such a written notice and demand, the tenant(s) or land

contract purchaser(s) shall pay the rents and profits to the Board without further obligation to the Unit Owner to the extent of payments so made.

(c) A Unit Owner who is delinquent in any payment due the Association shall not be entitled to vote on any matter if the Association has recorded a statement of condominium lien against the Unit, nor shall any such Owner serve as a Director on the Board during such time; provided, however, the delinquency by a Unit Owner shall not preclude or otherwise affect the exercise of voting rights by a mortgagee pursuant to an assignment or other transfer of voting rights to secure a mortgage on the Unit.

(d) All rights and remedies under the Act, this Declaration or the other Condominium Documents for collection of assessments shall be cumulative and the election of one or more shall not constitute a waiver of any others.

ARTICLE XIII

ASSOCIATION OF UNIT OWNERS

Section 1. Association Responsibilities.

The Association shall be responsible for the operation and administration of the Property in accordance with the Act, this Declaration and the other Condominium Documents.

Section 2. Membership: Voting.

(a) Each Unit Owner shall be a member of the Association and shall be entitled to one membership and one vote for each Unit owned, with ownership being the sole qualification for membership, except the Declarant shall have 2 votes for each Unit owned by Declarant until such time as Units aggregating a percentage of ownership interest in the Common Elements equal to 75% have been sold and fee simple title transferred by Declarant or until the third year anniversary date of Declarant's transfer of fee simple title to the first Unit, whichever first occurs.

(b) Association membership and voting rights shall be appurtenant to each Unit and shall not be assigned, conveyed or transferred in any way other than to a transferee of fee simple title to the Unit or to the holder of an outstanding mortgage on the Unit; nor shall membership or voting rights be retained, except upon retention of fee simple title to the Unit. Joint Owners of a Unit shall share the one membership appurtenant to the Unit in the same manner as their tenancy or estate in the Unit. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

(c) The vote for each Unit shall be cast as a whole, in person or by proxy, by the Unit Owner or by one of the joint Owners or their Designee who may be appointed in accordance with Article II, Section 3 (c) of the By-Laws. Fractional votes will not be allowed and if joint Owners do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners of the Unit.

(d) Prior to Declarant's conveyance of Units aggregating a percentage of ownership interest in the Common Elements equal to 25%, the Unit Owners (other than Declarant) shall elect 25% of the Directors on the Board, or more at the option of Declarant. Such Director(s), or his or her successor(s) elected by such Unit Owners, shall serve until the Unit Owners (other than Declarant) elect one-third of the Directors on the Board at a meeting of the Association to be held after the conveyance of Units aggregating a percentage of ownership interest in the Common Elements equal to 40% but prior to the conveyance of Units aggregating a percentage of ownership interest in the Common Elements equal to 50%. The election of Directors by the Unit Owners (other than Declarant) during such times shall be governed by Article IV, Section 1 (b) of the By-Laws.

(e) In any election of members of the Board after the conveyance by Declarant of Units aggregating a percentage of ownership interest in the Common Elements equal to 50%, each Unit Owner shall be entitled to cumulate his, her or their votes and give one candidate, or divide among candidates, a number of votes equal to the number of directors to be elected multiplied by the number of Units owned by such Unit Owner (except that prior to Declarant's sale and transfer of fee simple title to Units aggregating a percentage of ownership interest in the Common Elements equal to 75%, Declarant may cumulate its votes based on two times the number of Units owned by Declarant times the number of directors to be elected).

(f) In no event shall a Unit Owner be entitled to cast the vote appurtenant to a Unit against which any General or Special Assessment is then delinquent.

Section 3. Powers of the Association.

The Association shall have the following powers, in addition to any others which may be authorized or required under the Act, this Declaration or the other Condominium Documents:

(a) to adopt budgets for revenues, expenditures and reserves, and to levy and enforce payment of General and Special Assessments against a Unit Owner and his, her or their Unit;

(b) to enforce the Act, this Declaration and the other Condominium documents;

(c) to grant or otherwise convey easements or right-of-ways in, over and under Common Elements for the construction, operation or maintenance of: overhead or underground lines, cables, wires, conduits or other devices for electricity, lighting, heat, power, telephone, television, security and similar services; public sewers (storm and sanitary), water systems, sprinkling systems, and water or gas service, lines and pipes; and other similar public or quasi-public improvements or facilities;

(d) to purchase, sell and convey Units incident to foreclosure of a lien for assessments;

(e) to enter and execute contracts, deeds, mortgages and all other documents and instruments for Association purposes on behalf of all members;

(f) to incur indebtedness on behalf of all Association members for Association purposes and to execute promissory notes, checks, drafts and other instruments and give such security as may be required therefore, provided that the liability of any given member shall be limited to his, her or their percentage of ownership interest;

(g) to commence, prosecute, defend or otherwise be a party to any suit, hearing, or proceeding (whether administrative, legislative or judicial) involving the enforcement of the Act, this Declaration or the other Condominium Documents or the exercise of any powers, duties or obligations of the Association;

(h) to employ the services of any person, firm or corporation to manage the Association, levy and collect assessments, and/or to manage, inspect, maintain, operate, improve, repair, rebuild, reconstruct, replace or remove any Common Elements.

(i) to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation, use, maintenance or enjoyment of the Common Elements or for the operation of the Association and to receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements.

(j) to construct Improvements to the Common Elements, except that any construction with an estimated cost of \$10,000 or more must first be approved by a majority of the Unit Owners in writing or by vote at a meeting called for such purpose;

(k) to adopt (by majority vote of the Board) Rules and Regulations consistent with this Declaration and the By-Laws for the management, operation, use and enjoyment of

the Common and Limited Common Elements and for the use of the Units, which may include forfeitures, fines or penalties to be assessed for violations thereof in accordance with such procedures as the Board may specify; and

(l) to acquire (upon majority vote of the Board of Directors) real estate and related improvements contiguous, or otherwise located in close proximity, to the Property to be used and maintained as additional Common Elements, provided that any such acquisition with a net cost of over \$10,000 must first be approved by a majority of the Unit Owners in writing or by vote at a meeting called for such purpose and to sell or otherwise dispose of any such acquired real estate or improvements upon majority vote of the Board of Directors;

(m) to 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;

(n) to exercise all other necessary or incidental powers to administer the Property.

Section 4. Board: Exercise of Association Powers.

The Board shall exercise and perform all powers, duties and obligations of the Association specified in the Act, this Declaration or the By-Laws and not otherwise expressly requiring the prior vote or written consent of the Association members.

Section 5. Personal Liability.

No Director or Officer of the Association shall be personally liable to any Unit Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

Section 6. Unit Owner's Lack of Authority to Bind Association.

No Unit Owner (other than Officers and members of the Board) shall have any authority to act for the Association or the other Unit Owners, as agent or otherwise, nor shall a Unit Owner (in such capacity as a Unit Owner) have any authority to bind the Association or the other Unit Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

Section 7. Execution of Documents.

All contracts, deeds, notes and other instruments and documents of any kind shall be executed on behalf of the

Association by the President (or any Vice-President) and the Secretary or Treasurer and, when so executed, shall be deemed to be the act of, and shall be binding upon, the Association for all purposes, regardless of whether specifically authorized by resolution or other direction of the Board, provided the other party to such instrument or document does not procure the same by fraud or misrepresentation or with actual knowledge that such officers are not duly authorized to execute the same.

ARTICLE XIV

MISCELLANEOUS

Section 1. Amendments to Declaration.

This Declaration may be amended only upon the written consent of 75% of all the Unit Owners as defined herein and 75% of the mortgagees, determined on a per Unit basis; provided, however, that any amendment to change or otherwise alter the percentage of ownership interest of any Unit Owner shall require unanimous consent of all Unit Owners and their mortgagees, except that the percentage of ownership interest may be changed without consent of any Unit owners at the time of addition of the expansion property.

Copies of each Amendment shall be certified by the President and Secretary of the Association or such other officers as the Board may designate and shall not become effective until duly recorded in the Office of the Register of Deeds for St. Croix County, Wisconsin, together with a certified copy of a resolution of the Board authorizing officers other than the President and Secretary to certify such Amendment, if not certified by the President and Secretary, except that the expansion property may be added merely upon complying with the Act.

Section 2. Service of Process.

Service of process upon the Association for all matters provided for in the Act or in this Declaration shall be made upon Declarant, until such time as the Association shall designate a successor to receive service of process by recording such designation with the Register of Deeds for St. Croix County, Wisconsin and by filing a copy of the same with the Secretary of State of the State of Wisconsin.

Section 3. Unit Owner Liability: Real Party in Interest.

(a) The Owner of a Unit shall be liable to third parties up to 1/16th of all costs, damages, debts, obligations and other liabilities of the Association. By acceptance of a deed or other conveyance or transfer of any legal or equitable interest in a Unit, the Owner, joint Owner, and all other transferees consent to personal liability to the extent of 1/16th of

any judgment entered against the association without being made a party to the action in which such judgment is obtained, provided such liability shall be limited as provided under Section 3 (a) and (b) of this Article.

(1) Upon addition of the expansion property to this condominium, this 1/16th interest shall be reduced to that fraction which the owner of a unit owns over the total number of living units in both buildings in the then total property.

(b) A Unit Owner shall not be liable (directly or indirectly) to any person, firm, corporation or organization for any debt or other obligation of the Association or of the other Unit Owners beyond such Owner's 1/16th ownership interest in the assets and liabilities of the Association. A Unit Owner shall not be liable for any personal injuries or damages arising out of any temporary or permanent condition or defect of any Common Elements beyond such Owner's 1/16th ownership interest in the assets and liabilities of the Association. A Unit Owner shall also not be liable for other damages or liabilities of any kind arising out of the operation or management of the Association beyond his or her equal ownership interest in the assets and liabilities of the Association.

(1) Upon addition of the expansion property to this condominium, this 1/16th interest shall be reduced to that fraction which the owner of a Unit owns over the total number of living units in both buildings in the then total property.

(c) The Association shall represent and defend the Unit Owners and shall be the real party in interest to represent and defend or prosecute any claim on behalf of or against all the Unit Owners in any suit, action or other proceeding: (1) for enforcement of any debt or other contractual obligation to or from the Association or all the Unit Owners; or (2) involving personal injuries or other damages of any kind arising out of any temporary or permanent condition or defect of any Common Elements; or (3) for damages of any kind arising out of the operation or management of the Association; or (4) for enforcement of the Act, this Declaration or the other Condominium documents.

(d) The Association shall indemnify and hold each Unit Owner harmless for all liabilities, costs, expenses and damages which are determined to be enforceable obligations of the Association; provided that such Unit Owner shall be liable to the Association for his or her equal share of such common expenses.

Section 4. Signs and Window Treatments.

(a) No Unit Owner (other than Declarant) shall erect any temporary or permanent sign, banner, flag or other

similar item of any kind upon the Unit or upon any Common or Limited Common Elements, except with the prior written consent of the Board or as specifically authorized under this Declaration or the other Condominium Documents.

(b) Each Unit Owner shall have the right to attach to his, her or their Unit building and construction permits and licenses, when necessary. No Unit Owner (other than Declarant) shall permit any sign of any kind to be placed in or about the Unit or any Common Elements so as to be visible from outside the Unit, including (without limitation) any sign indicating the availability of the Unit "for rent" or "for sale". Declarant shall have the right to maintain "model" Units and on-site offices and to install signs and sales materials and facilities on or about any Units and/or the Common Elements as it determines appropriate for its initial sale of all the Units.

(c) No Unit Owner shall install, maintain or allow to be maintained any drapes or other window treatments of any kind which, when viewed from outside the Unit, are of a color other than white or off-white, except as may otherwise be authorized in writing by the Board.

(d) Any sign, banner, window treatment or other items erected in violation of this Section may be removed by the Association, its agents or employees, without prior notice to or consent from the Unit Owner; and each Unit Owner grants an easement to the Association to enter his, her or their Unit to effect such removal.

(e) The Association and any member, employee or agent of the Association shall not be liable to any Unit Owner for any damages occasioned by an act, omission, error or negligence involved in the removal of any sign, banner or other items maintained in violation of this Section, provided such person acted in good faith, without willful or intentional misconduct.

Section 5. Animals, Plants and Insects.

(a) The Board may, by Rules and Regulations, further limit or regulate the keeping of animals within or about the premises beyond the restrictions cited in Article V, Section 2.

(b) No Unit Owner shall permit any thing or condition to exist in or upon any portion of the Unit which may induce, breed or harbor infectious plant diseases, insects or rodents.

Section 6. Prohibited Activity: Quiet Enjoyment Property.

No use or activity is permitted within any Unit or Common or Limited Common Elements which constitutes a visual, audio or physical annoyance or nuisance to any other Unit Owners or which otherwise interferes with the privacy and quiet enjoyment of other Unit Owners or their tenants or which would violate any health or safety statutes, codes, ordinances or other applicable laws, rules or regulations.

Section 7. Excavations:

No excavations, drilling or digging shall be performed in or upon any Common Elements without the prior written consent of the Board, except as necessary for the construction, repair or rebuilding of a Unit or Common Elements; provided that in such cases of authorized excavation, drilling or digging by a Unit Owner, the Unit Owner shall restore the Common Elements to an equal or better condition than that which existed immediately prior to such activity, at such Owner's sole cost and expense. This provision is subject to Declarant's reservations for expansion as set forth in Article XIV.

Section 8. Trash and Refuse.

(a) Each Unit Owner shall be responsible for the temporary storage and regular removal of all rubbish, trash, papers, garbage and refuse from his, her or their Unit, and from the garage reserved for that Unit, to temporary storage facilities to be maintained by the Association.

(b) The Association shall be responsible for the removal of all garbage, trash, papers and refuse from the Common Elements (other than from the parking areas) and for its removal from the temporary storage facilities, all costs of which shall be common expenses.

Section 9. Discrimination: Restrictive Covenants.

No Unit Owner shall unlawfully discriminate against any actual or prospective tenant or purchaser nor shall any Unit Owner execute or file for record any instrument which attempts to impose a restriction upon the sale, lease, or occupancy of a Unit on the basis of sex, race, color, creed or any other unlawful discrimination.

Section 10. Encroachments: "As-Built" Controls.

Each Unit shall have an easement over Common Elements to accommodate any minor encroachments due to or resulting from original construction, from settling or shifting of the Unit or of the building containing the Unit, or from other similar causes beyond the direct control of the Unit Owner. In the event of reconstruction or rebuilding of a Unit or any part thereof as a result of damage or destruction, there shall be an easement for encroach-

ments over the Common Elements to the same extent that existed prior to such damage and there shall also be an easement for any other minimal encroachments which may result therefrom.

Regardless of the restrictions and limitations on easements for encroachments under this Section, each Unit shall have an easement over Common Elements to accommodate any encroachment by any portion of a Unit caused for whatever reason if, within 6 months after such encroachment arises, no action is commenced to restrain or enjoin such encroachment by the Unit or to compel the removal thereof. If no action is commenced to restrain, enjoin or compel a correction of any as-built variance within 6 months after completion of any construction, reconstruction, remodeling, repairs or other work on the Property, the as-built layout, location and condition shall control over the Plat and floor plans and this Declaration shall be deemed to have been amended accordingly.

Section 11. Indemnifications.

In the event the Association is, for any reason, found liable for damages, fines or penalties resulting, in whole or in part, from any unauthorized act of a Unit Owner or from any other act or omission of an Owner in the management, operation, use or maintenance of his, her or their Unit which violates the Act, this Declaration or the other Condominium Documents, or any applicable laws, ordinances or regulations, such Unit Owner shall indemnify and hold the Association harmless from all loss, liabilities, costs and expenses, including reasonable attorneys fees incurred by the Association, except to the extent that such loss, liability, costs or expenses are covered by insurance maintained by the Association or arise from good faith acts or omission of such Unit Owner as an Officer or Director of the Association.

Section 12. Enforcement: Cumulative Remedies: Non-Waiver.

The Association (through the Board) shall have the exclusive authority to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of the Act, this Declaration and the other Condominium Documents, except that any Unit Owner may proceed to enforce any such terms, conditions or provisions, at such Owner's expense, if the Association fails to do so within 60 days following a written request by such Unit Owner for such action. Any Unit Owner violating any of the terms, conditions or provisions of the Act, this Declaration or the other Condominium Documents, shall pay all costs, expenses and actual attorneys fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof.

Each remedy set forth in the Act, this Declaration and/or the other Condominium Documents shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not

constitute a waiver of any other. Any forbearance or failure of the Association to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver is obtained from the Board.

Section 13. Severability.

The invalidity or unenforceability of any term, condition or provision of this Declaration or of any of the other Condominium Documents shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration or of the other Condominium Documents, all of which shall remain in full force and effect.

Section 14. Covenants Run with Land: Term.

All terms, conditions and provisions of this Declaration (as may be amended) shall constitute covenants running with the land and shall continue in full force and effect until the Property is withdrawn from the provisions of the Act by unanimous consent of the Owners of all Units and their mortgagees or until the Declaration is amended in accordance with Article XIV, Section 1.

Section 15. No Surcharge of Estates.

The extent to which Unit Owners or Lessees use the Common Elements shall not affect the obligation of each Owner to share the common expenses for maintenance, repair and construction of the Common Elements; and any sale, conveyance or lease of individual Units within a building, or any other division of estates, shall be without and free from all surcharge as may otherwise arise between dominant and servient estates.

Section 16. Mortgage Holders.

(a) The holder of any first mortgage or other equivalent encumbrance on a Unit may deliver written notice to the Association specifying their name and business address together with a request that the Association furnish any notices provided for under this Section. Following receipt by the Association of such a notice and request, the Association shall furnish the first mortgagee or other equivalent encumbrancer:

(1) written notice of any meeting of the Association to be held for the purpose of considering any proposed amendment to this Declaration or the By-Laws; and

(2) written notice of default by the Unit Owner for failure to comply with any terms, conditions or provisions of the Act, this Declaration or the other Condominium Documents, which is not cured within 60 days.

Each Unit Owner, mortgagee and other encumbrancer shall promptly notify the Association of the transfer or termination of such mortgage or other lien interest.

(b) Neither the Unit Owner nor any other party shall have priority over any rights of a first mortgagee of a Unit pursuant to its mortgage or mortgage note with respect to distribution of any condemnation award for a loss or taking of a Unit or any Common Elements or with respect to distribution of insurance proceeds for loss or damage to a Unit and/or Common Elements, except as otherwise specifically provided in Article X, Section 1.

Section 17. Notices.

(a) Notices to a mortgagee or other encumbrancer shall be deemed to have been duly given at the time of delivery or 72 hours after mailing within the State of Wisconsin by regular or certified mail addressed to the business office specified in the records of the Association, regardless of actual receipt.

(b) Notices to the Board shall be deemed to have been duly given at the time of delivery to a member of the Board or to the Association's on-site manager, if any, or 72 hours after mailing within the State of Wisconsin by certified mail to the President or Secretary of the Association, regardless of actual receipt.

(c) Notices to a Unit Owner shall be deemed to have been duly given, regardless of actual receipt, at the time of delivery to the Unit Owner or 72 hours after mailing by regular or certified mail to the Unit Owner or Designee.

Section 18. Captions and Section Headings.

All captions and section headings of this Declaration are for convenience only and in no way define or limit the scope or effect of any of the provisions, unless the context necessarily requires otherwise.

Section 19. Non-Homestead.

The Property is not homestead property of the Declarant at the time of this Declaration.

Section 20. Termination.

The Property may be withdrawn from the provisions of the Act, and this Declaration terminated, only upon the recording of an instrument to that effect executed by all Unit Owners and their mortgagees.

Section 21. Certification of Notice to Tenants.

Declarant hereby certifies that, as of the date of this Declaration, it has furnished to each of the tenants of the building subject to this Declaration a written notice of conversion of such residential property to condominium ownership at least 120 days prior to the recording hereof and that Declarant has further advised each such tenant who had a lease-hold interest in any apartment at the time of giving such notice that such tenant had an exclusive option to purchase their apartment (Unit) for a period of 60 days following the date of delivery of the notice, all as required pursuant to Section 703.08 of the Condominium Ownership Act of the State of Wisconsin.

IN WITNESS WHEREOF, this Declaration of Condominium is executed by the Declarant this 12th day of December, 1983.

DECLARANT

BY:

Leonard W. Vanasse
Leonard W. Vanasse

BY:

Marlys J. Vanasse
Marlys J. Vanasse

STATE OF WISCONSIN)
:ss
ST. CROIX COUNTY)

Personally appeared before me this 12th day of December, 1983 the above named Leonard W. Vanasse and Marlys J. Vanasse to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Robert J. [Signature]
Notary Public
St. Croix County, Wisconsin, TE OF
My Commission Expires: is permanent

CONSENT OF MORTGAGEE

The undersigned mortgagees hereby consent 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 or mortgages

of the undersigned to the provisions of the Condominium Ownership Act of the State of Wisconsin and the provisions of the foregoing instrument.

Dated this 1st day of November, 1983.

TWIN CITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY:

Charles H. Christensen
Asst. Vice Pres.

BY:

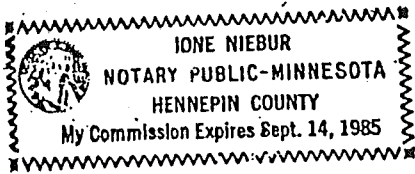
D. J. McGonagle
Asst. Vice Pres.

STATE OF MINNESOTA)

:ss

COUNTY OF Hennepin)

Personally appeared before me this 1st day of November, 1983 the above named Charles H. Christensen and D. J. McGonagle to me known to be the persons who executed the foregoing instrument and acknowledge the same.



Ione Niebur
Notary Public
Hennepin County, Minnesota
My Commission Expires: 9-14-85

Dated this 21st day of December, 1983.

THE STATE BANK OF HUDSON

BY:

Daniel R. Young Pres.

BY:

Laurie H. Christofferson Cashier

STATE OF WISCONSIN)

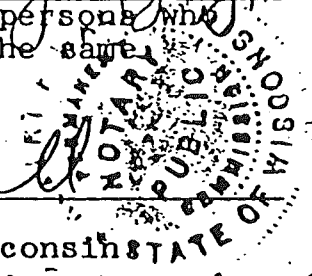
:ss

ST. CROIX COUNTY)

Personally appeared before me this 21st day of

December, 1983 the above named Darrell R. Youngberg, Inc. and Samuel Christoffersen, Cashier to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Robert F. Wall
Notary Public
St. Croix County, Wisconsin
My Commission Expires: is permanent.



Dated this 9th day of November, 1983.

THE FIRST NATIONAL BANK OF ST. PAUL

BY:

M. S. Tapper
Vice President

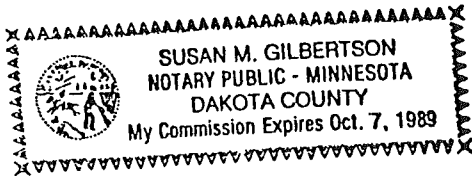
BY:

Frank J. Dutke
Snt Vice Pres

STATE OF MINNESOTA)

:ss
COUNTY OF Ramsey

Personally appeared before me this 9th day of November, 1983 the above named M. S. Tapper and Frank J. Dutke to me known to be the persons who executed the foregoing instrument and acknowledge the same.



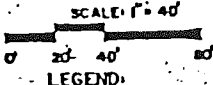
Susan M. Gilbertson
Notary Public
Dakota County, Minnesota
My Commission Expires: 10/7/89

This Instrument Was Drafted By:

Robert F. Wall
Richards, Wall & Harris
522 Second Street
P.O. Box 151
Hudson, WI 54016
(715) 386-5881

CONDOMINIUM PL
ST. CROIX HILLS CONDOMINIUM

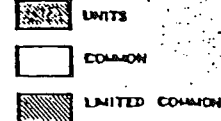
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 LINE OF LOT 41 COLONIAL HILL ADD.
 ASSUMED BEARING EAST



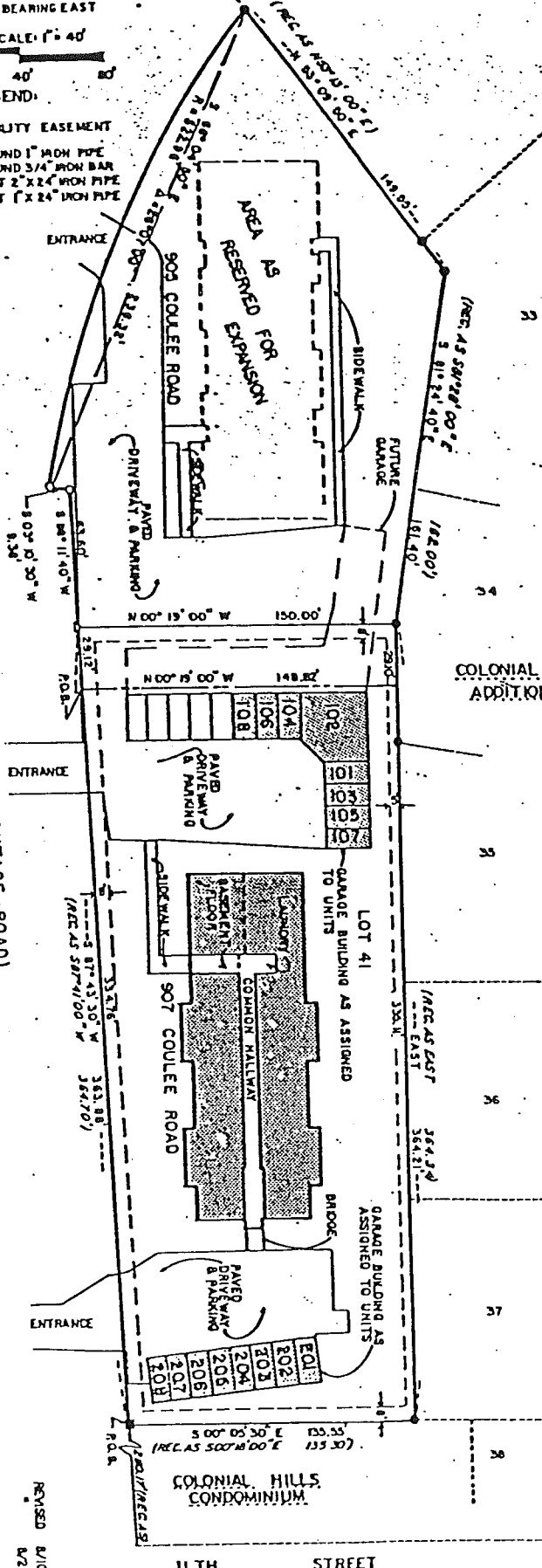
SCALE: 1" = 40'
 LEGEND:
 UTILITY EASEMENT
 FOUND 1" IRON PIPE
 FOUND 3/4" IRON BAR
 SET 2" X 24" IRON PIPE
 SET 1" X 24" IRON PIPE

PATIOS, AND BALCONIES
 ARE LIMITED COMMON ELEMENTS

ALL PORTIONS OF THE CONDOMINIUM
 NOT SHOWN AS UNITS OR LIMITED
 COMMON ELEMENTS ARE GENERAL
 COMMON ELEMENTS.



COULÉE ROAD, (1-94 FRONTAGE ROAD).



DESCRIPTION OF THE EXPANSION PROPERTY

A parcel of land located in the SE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 25, Town 29 North, Range 20 West, being a part of Lot 244 of the Assessor's Plat of the City of Hudson, part of vacated F.R. Slater's Addition to the City of Hudson, and the West 29.12 feet of Lot 41 of Colonial Hill Addition, City of Hudson, St. Croix County, WI, more particularly described as follows:

- Commencing at the Southeast corner of said Lot 41;
 - Thence along the Northerly right-of-way line of Coulee Road S. 87°43' 30" W., 334.76 feet to the point of beginning;
 - Thence continuing along the Northerly right-of-way S 87°43' 30" West 29.12 feet;
 - Thence continuing along the Northerly right-of-way S 88°11' 40" W., 63.60 feet;
 - Thence continuing along the Northerly right-of-way S 03°10' 30" W., 9.38 feet;
 - Thence continuing along the Northerly right-of-way along the arc of a curve concave North with a radius of 522.96 feet whose chord bears N. 66°04' 50" W., 236.32 feet;
 - Thence N. 53°09' 50" E., 149.55 feet;
 - Thence S. 81°24' 40" E., 161.40 feet to the Northwest corner of said Lot 41;
 - Thence East 29.10 feet;
 - Thence S 00°19' 00" E., 148.82 feet to the point of beginning.
- Said parcel contains 0.92 acres (more or less).

DESCRIPTION OF CONDDINIUM PLAT AREA

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 25, Town 29 North, Range 20 West, being Lot 41 of Colonial Hill Addition, except the West 29.12 feet, City of Hudson, St. Croix County, WI, more particularly described as follows:

- Commencing at the Southeast corner of said Lot 41 and the point of beginning;
 - Thence along the Northerly right-of-way line of Coulee Road S 87°43' 30" W., 334.76 feet;
 - Thence N 00°19' 00" W. 148.82 feet;
 - Thence East 335.11 feet to the Northeast corner of Lot 41;
 - Thence S 00°05' 30" E., 135.55 feet to the point of beginning.
- Said parcel contains 1.09 acres (more or less).

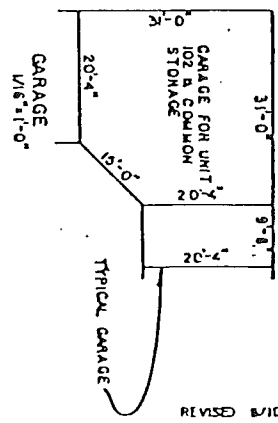
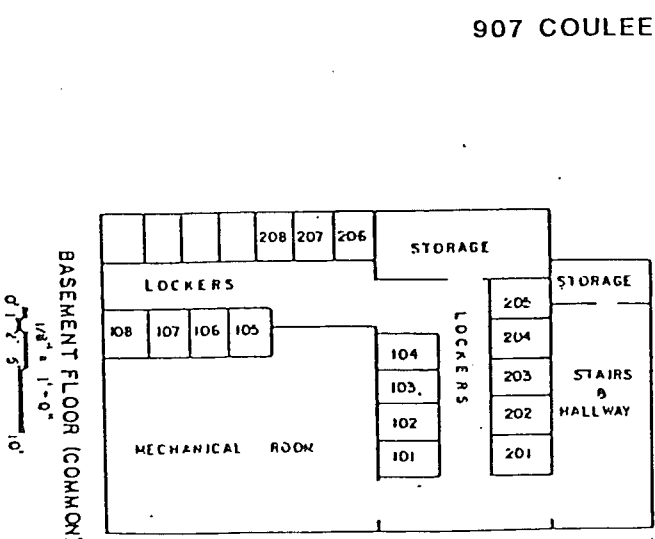
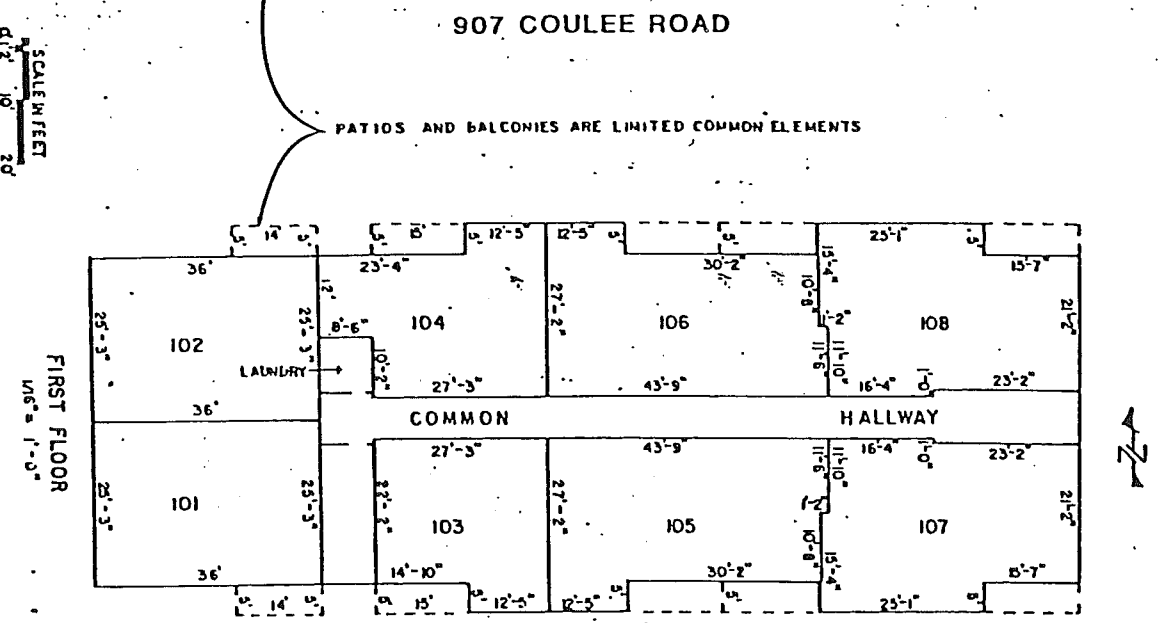
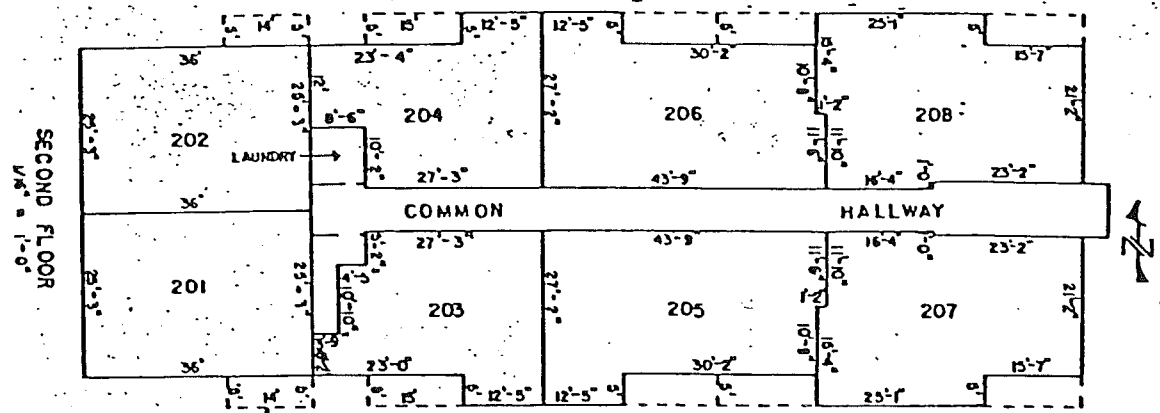
SURVEYOR'S CERTIFICATE

I, DOUGLAS J. ANDERSON, Registered Land Surveyor, hereby certify that the plat hereon is a correct representation of the property described and further that the floor plans are reproduced from plans furnished by the architect and that the identification and location of each unit and the common elements can be determined from the plat.

DATED THIS 10th DAY of August, 1983
 Douglas J. Anderson
 Registered Land Surveyor, 1258



CONDOMINIUM PLAT
ST. CROIX HILLS CONDOMINIUM



COMMON ELEMENTS: PATIOS, AND BALCONIES ARE LIMITED
ALL PORTIONS OF THE CONDOMINIUM NOT SHOWN AS
UNITS OR LIMITED COMMON ELEMENTS ARE GENERAL
COMMON ELEMENTS.

SCALE IN FEET
0 10 20

SCALE IN FEET
0 10 20

OF

ST. CROIX HILLS CONDOMINIUM
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BY-LAWS

OF

ST. CROIX HILLS CONDOMINIUM

(A Non-Stock Non-Profit Corporation)

ARTICLE I

GENERAL PURPOSESection 1. Purpose.

Pursuant to the Declaration of Condominium for The St. Croix Hills Condominium dated DECEMBER 12, 1983 and recorded as Document # _____ in the Office of the Register of Deeds, in and for St. Croix County, Wisconsin (hereafter the "Declaration") the following terms, conditions and provisions are adopted as the By-Laws of SCH Owner's Association, Inc. a non-stock non-profit corporation, which shall govern the administration of all real estate and improvements subjected to the condominium form of use and ownership (hereafter the "Property") in accordance with the Declaration, these By-Laws and the Condominium Ownership Act for the State of Wisconsin (hereafter the "Act") as may be amended from time to time.

Section 2. Persons Subject to By-Laws.

These By-Laws shall govern and bind all Unit Owners, joint Owners, mortgagees and other encumbrancers and their respective heirs, personal representatives, successors, assigns, and lessees, as well as all other persons occupying or having any legal or equitable interest in the Property in any way whatsoever and all licensees, invitees, employees, agents, servants, and guests of any of the foregoing.

Section 3. Definitions: Reference to Declaration.

(a) The terms defined or referred to in the Declaration are hereby adopted for these By-Laws (and any amendments thereto); and all terms defined by the Act are also adopted for these By-Laws except as modified, inconsistent with or otherwise defined by the Declaration or these By-Laws.

(b) All references to particular sections, subsections, paragraphs and subparagraphs of the Declaration shall be made as follows: Dec. Art. 1, Sec. 1 (a) (1) (i).

(c) Section: The work "Section," when used in these By-Laws, means a section (e.g. Sec. 1) of the By-Laws and includes and refers to all subsections (e.g. (a)), paragraphs

101

((1)) and subparagraphs (e.g. (1)) thereunder, except where a particular subsection, paragraph or subparagraph is designated.

ARTICLE II

MEMBERSHIP

Section 1. Membership: Transfer.

(a) Each Unit Owner shall be a member of The SCH Owner's Association, Inc. (the "Association"), a non-stock non-profit corporation, which shall be composed only of Unit Owners.

(b) Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon the transfer of fee simple title to the Unit, without further provisions being made therefore. Membership may not be transferred, assigned or conveyed except in connection with the transfer of fee simple title to the Unit or in connection with the conveyance of a mortgage interest in a Unit.

(c) Upon transfer of fee simple title to, or any mortgage or land contract interest in, a Unit or any part thereof, the transferee, mortgagee or land contract vendee shall give written notice to the Association specifying:

(1) the transferee's, mortgagee's or vendee's name and address;

(2) the Unit conveyed;

(3) the date of transfer; and

(4) any other information which the Board deems relevant.

Section 2. One Membership Per Unit.

(a) A Unit Owner shall have one membership for each Unit owned.

(b) All joint Owners of a Unit shall be entitled to:

(1) one collective membership for that Unit; and

(2) the same type of partial membership interest in the Association as their tenancy or estate in the Unit.

Section 3. Membership List.

(a) The Association shall maintain a

current Membership List showing: the Owner and any person who may be designated by joint Owners under Art. 2, Sec. 3 (c) to receive notices and vote on their behalf; the ownership interest appurtenant to each Unit; and the business and mailing address of each Owner and joint Owner. The Membership List shall be kept by the Secretary of the Association.

(b) Each Unit Owner shall be responsible for furnishing to the Secretary the information necessary for the Association to maintain an up-to-date Membership List, without the necessity of any inquiry or request being made by the Secretary.

(c) A Designee may be appointed by joint Owners of a Unit to vote and receive notices on behalf of the joint Owners and the Association shall at all times be entitled to rely upon the authority of such Designee; and all joint Owners shall be bound by the Designee's vote and other actions. The appointment of such a Designee shall be made by written notice signed by each of the joint Owners and delivered to the Secretary of the Association stating the name, address and telephone number of such Designee and that the Designee is hereby appointed to vote and receive all notices on behalf of all joint Owners of the Unit. The authority of such Designee may be revoked or a new Designee appointed at any time by written notice delivered to the Secretary signed by all joint Owners.

(d) All notices required to be given to a Unit Owner shall be deemed to have been duly given:

(1) at the time of personal delivery to the Unit Owner or one of the joint Owners or the Designee of joint Owners; or

(2) 72 hour after mailing within the State of Wisconsin by regular or certified mail to the Unit Owner's or Designee's mailing address shown in the Membership List.

ARTICLE III

VOTING AND MEETINGS

Section 1. Voting.

(a) A Unit Owner shall have one vote for each Unit owned; except that Declarant shall have 2 votes for each Unit owned during the time provided in Dec. Art. XIII, Sec. 2. All votes shall be cast as a whole with no fractional votes being allowed. Votes may be cast in person or by proxy by the Unit Owner or by a Designee or anyone of the Joint Owners; however, all joint Owners of a Unit shall vote collectively and in the event any fractional vote is attempted, or if joint Owners do not agree

on how such vote shall be cast, the right to vote on the matter in question shall be forfeited. Each Unit Owner shall be entitled to cumulate his/her votes for election of Directors after the conveyance by Declarant of Units aggregating a percentage of ownership interest in Common Elements equal to 50%, such that each Owner shall then have a total number of votes equal to the number of Units owned times the number of directorships to be filled by Owners (other than Declarant), which votes may be cast for any one Director or allocated, as the Owner desires, among any number of the directorships to be filled. During such time as Declarant has 2 votes for each Unit it owns, as provided under Dec. Art. XIII, Sec. 2, Declarant shall similarly be entitled to cumulate its votes.

(b) No Unit Owner shall be entitled to cast the vote appurtenant to a Unit against which any General or Special Assessment is then delinquent if the Association has recorded a statement of condominium lien against the Unit.

(c) Proxies granted to any person (other than a Designee or mortgagee) shall be valid only for the particular meeting or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting.

Section 2. Meetings: Notice.

(a) Written notice of all annual and special meetings, stating the time, place and purpose for which the meeting is called, shall be given by the President or Secretary to each Unit Owner or Designee of Joint Owners not less than 5 nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting be waived in writing before or after the meeting. Written notice of such meetings shall be deemed "given" if delivered to the Unit or mailed to the Unit Owner or to any joint Owner or Designee, regardless of actual receipt.

(b) Meetings shall be held at the time and place designated by the Board.

Section 3. Annual Meeting of Association.

The annual meeting of the Association shall be held on the _____ for the purpose of electing directors and transacting any other business authorized to be transacted by the Association.

Section 4. Special Meetings of Association.

Special meetings of the Association shall be held whenever called by the President or two Directors; however, such

meetings must be called by the Board upon receipt of a written request signed by Unit Owners and/or Designees with a total of one-third or more of all votes entitled to be cast, with such request to specify the purpose of such meeting.

Section 5. Quorum.

(a) A quorum for meetings necessary to conduct Association business shall consist of a majority of all Unit Owners or their Designees, present in person or by proxy, and representing a majority of votes entitled to be cast.

(b) The act of a majority of the votes present at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under the Act, the Articles, the Declaration or these By-Laws.

(c) If a quorum is not present, no business of the Association shall be transacted; however, the majority of the votes present (in person or represented by their Designee or by proxy) may adjourn the meeting from time to time without further notice if such an adjourned meeting (at which a quorum is present) is held within 10 business days after the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number of Directors: Terms of Office.

(a) The number of Directors' constituting the whole Board shall not be less than three (3), with the number at any given time to be determined by resolution of the Board or by resolution of the Association at an annual or special meeting. Except as provided in Art. IV, Sec. 1 (b), the terms of office for the Directors shall be staggered so that approximately one-third of all Directors' terms expire annually. Each Director shall serve and hold office until a successor is elected, unless sooner removed. A director must be a Unit Owner, joint Owner, or an officer, agent or employee of a corporation, firm or other entity owning a Unit.

(b) Upon adoption of these By-Laws, the Board shall initially consist of three (3) Directors to be appointed by Declarant to hold office until successors are elected for staggered terms at the first annual meeting of the Association after Units aggregating a percentage of ownership interest in Common Elements equal to or in excess of 75% have been sold and fee simple title transferred by Declarant or after the third year anniversary date of Declarant's transfer of fee simple title to

the first Unit, whichever first occurs. The Board shall automatically be expanded to add, in addition to the Directors appointed by Declarant, one Director to be elected by the Owners (other than Declarant) in accordance with Dec. Art. XIII, Sec. 2 (d) prior to Declarant's conveyance of Units aggregating a percentage of ownership interest in the Common Elements equal to 25%. After the conveyance of Units aggregating a percentage of ownership interest in the Common Elements equal to 40% but prior to the conveyance of Units aggregating a percentage equal to 50%, the Director previously elected by the Owners (other than Declarant) in accordance with Dec. Art. XIII, Sec. 2 (d) shall be re-elected or another Unit Owner elected by the Owners (other than Declarant) to fill such Directorship and, at that time, either: (1) one of the Directorships filled by Declarant shall expire so that the Unit Owners (other than Declarant) elect one-third of the Directors on the Board; or (11) Declarant may (at its option) expand the Board to five (5) Directors in which event the Directors previously elected by the Declarant would continue to serve and a new Director would be elected by the Owners (other than Declarant) to fill one of the new directorships and the other new directorship would be filled by Declarant.

Section 2. Removal of Directors.

Any Director may be removed from office with or without cause at any regular or special meeting of the Association by a four-fifths vote of all Unit Owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose.

Section 3. Vacancies on the Board.

Vacancies on the Board (caused other than by removal under Art. IV, Sec. 2) and newly created directorships resulting from an increase in the number of Directors (other than Art. IV, Sec. 1 (b)) shall be filled by a unanimous vote of the Director(s) then in office and each person so elected shall serve until a successor is elected at the next annual meeting of the Association, unless sooner removed in accordance with Art. IV, Sec. 2.

Section 4. Annual and Regular Meetings of the Board.

(a) An annual meeting of the Board shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board shall be required.

(b) Regular meetings of the Board shall be held at such times and places as the Board determines by resolution and no other notice of regular meetings shall thereafter be required.

Section 5. Special Meetings of the Board: Notice.

Special meetings of the Board may be called by the President or by any two (2) Directors on three (3) days prior

written notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of such meeting.

Section 6. Waiver of Notice.

Before, at or after any meeting of the Board, any Director may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance at any meeting of the Board shall be considered a waiver of notice of such meeting, unless such Director furnishes the Board with a written objection at the commencement of such meeting.

Section 7. Quorum of Directors Adjournment.

(a) For all meetings of the Board, a quorum necessary to transact business shall consist of a majority of the Directors. The act of a majority of the Directors present at any meeting shall be the act of the Board.

(b) If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting (at which a quorum is present) is held within 10 business days after the meeting originally scheduled. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed or scheduled.

Section 8. Powers and Duties of the Board.

(a) The business, affairs and operation of the Association shall be managed by the Board.

(b) The Board shall have and exercise all powers and duties specified for the Board under any of the Condominium Documents or the Act or as may otherwise be necessary for the operation or administration of the Property or for conducting the business and affairs of the Association pursuant to the Act and the Condominium Documents. The decision or action of the Board shall constitute the decision or action of the Association, unless the Association has directed otherwise by prior formal resolution or if the Act or Condominium Documents specifically require the vote or assent of the Association members or mortgagees.

(c) Any action of the Board authorized under the Act, the Declaration, the Articles, or these By-Laws may be taken upon the unanimous prior consent of all Directors without a meeting.

(d) The Board shall not organize or operate any central rental service on behalf of the Unit Owners, it being understood that each Unit Owner shall be solely responsible for any rental activities with respect to such Owner's Unit.

Section 9. Fidelity Bonds.

The Board may require that some or all Officers and/or employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

ARTICLE V

OFFICERS

Section 1. Designation: Election; Term of Office.

(a) The officers of the Association shall be:

- (1) a President;
- (2) a Vice-President;
- (3) a Secretary; and
- (4) a Treasurer.

(b) The officers shall be members of the Board and shall be elected annually by the majority vote of the Board and shall hold office until successors are duly elected or until death, resignation or removal of such officer. Any person may hold two (2) offices at any one time, except that of President and Secretary.

Section 2. President.

The President:

- (a) shall be the chief executive office of the Association;
- (b) shall be responsible for the proper execution of the business and affairs of the Association, subject to the control of the Board;
- (c) shall preside at all meetings of the Association and the Board;
- (d) shall have authority to appoint various committees;

(e) shall have all the general powers and duties usually vested in the office of President;

(f) shall have such other powers and duties as may be prescribed by the Board from time to time or as prescribed by the Act, the Declaration, the Articles or these By-Laws.

Section 3. Vice-President(s).

(a) There shall be at least one (1) but not more than two (2) Vice-Presidents, the number of which shall be determined from time to time by resolution of the Board.

(b) The Vice-President(s):

(1) shall, in the absence of the President or in the event of his/her inability to act for any reason, perform the duties of the President and when so acting shall have the powers and shall be subject to the restrictions of the President; and

(2) shall have such other powers, duties and restrictions as may be prescribed by the Board from time to time.

Section 4. Secretary.

The Secretary:

(a) shall keep the minutes of all meetings of the Board and of the Association;

(b) shall have charge of all the Association's books and records (other than financial records);

(c) shall maintain the Membership List and keep it current;

(d) shall have charge of delivering all notices on behalf of the Board and the Association;

(e) shall, in general, perform all duties incident to the office of Secretary; and

(f) shall have such other powers and duties as may be prescribed by the Board from time to time or as prescribed by the Act, the Declaration, the Articles or these By-Laws.

Section 5. Treasurer.

The Treasurer:

(a) shall be responsible for the Association's funds and assets and for keeping complete and accurate accounts of all receipts and disbursements, financial records and books of accounts;

(b) shall deposit all monies in the name and to the credit of the Association in depositories as may be designated by the Board;

(c) shall collect all General and Special Assessments made by the Board from time to time;

(d) shall be responsible for filing all tax returns for the Association; and

(e) shall have such other powers and duties as may be prescribed by the Board from time to time.

Section 6. Compensation.

No Director or Officer of the Association shall receive any fee or other compensation for services rendered to the Association other than on a full time basis, except by specific resolution of a majority of the membership.

Section 7. Non-Liability of Directors and Officers.

No person shall be liable to the Association for any loss or damage resulting from any act, omissions or negligence as a Director or Officer of the Association, provided such person acted in good faith, without willful or intentional misconduct.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. The Association.

The Association, acting through the Board, shall be responsible for the administration or operation of the Property, including (without limitation) the operation, management, maintenance, repair, and replacement of Common Elements (other than Limited Common Elements to be maintained by the Unit Owners), all in accordance with the Act, the Declaration, the Articles and these By-Laws. The Association may contract and/or employ personnel for management and other services required for the operation, maintenance, security repair, replacement, construction or use or enjoyment of Common Elements.

Section 2. Rules and Regulations.

(a) The Association may, from time to time, by the majority vote of the Board, adopt Rules or Regulations

governing the operation, maintenance and use of the Units and the Common and Limited Common Elements by the Unit Owners, joint Owners, and their respective tenants, guests and other occupants or users of the Property, including provisions for the imposition of forfeitures, fines or penalties for violations of any Rules or Regulations or for non-performance of any other obligations under the Condominium Documents.

(b) Such Rules and Regulations shall be designed to facilitate and encourage the peaceful and harmonious use and enjoyment of the respective Units and Common Elements by the Unit Owners for the benefit of the majority of such Unit Owners and to further preserve the property value of the Units and the Common Elements, all as the Board may determine in its discretion.

(c) All Unit Owners, joint Owners, lessees, licensees, invitees, guests and other occupants and users of the Property shall abide by all such Rules and Regulations adopted by the Board.

(d) A violation of any Rule or Regulation shall be a violation of the Declaration and may be enforced in the same manner as any other term or provision of the Declaration, including (without limitation) the imposition of forfeitures, penalties or other charges against the Unit Owner, which may be collected by Special Assessment.

(e) Any Rules or Regulations may be altered, amended or repealed by the majority vote of the Board from time to time or by an affirmative vote of a majority of all Unit Owners.

Section 3. Common Expenses: Annual Budget.

(a) The Board shall estimate the common expenses of the Association for the ensuing fiscal year and shall prepare an annual operating budget at least 15 days prior to the commencement of such fiscal year in order to determine the amount of common charges to be initially assessed to each Unit for that fiscal year, which assessment shall be payable by the Unit Owner at such time(s) as may be determined by the Board; provided, however, that any failure of the Board to prepare such budget within that time shall not affect the validity of the budgets or assessments. Within 30 days after such budget has been adopted by the Board, a copy shall be delivered to each Unit Owner or Designee, together with a notice specifying the amounts payable by such Unit Owner and the dates on which such assessments shall become due. The budget may be revised upon a two-thirds vote of all Unit Owners at a special meeting of the Association called for that purpose upon request of the Unit Owners in accordance with Art. III, Sec. 4, provided such request is made within 30 days after the budget and notice of assessments has been given the Unit Owner.

(b) The amounts required by the budget shall be assessed by the Board and charged against the Units and Unit Owners as provided under Dec. Art. XII, Sec. 1, which assessments shall become due as determined by the Board, except if the budget is modified by the members in accordance with Art. VI, Sec. 3 (a).

(c) All common charges, if not paid on or before the due date(s) determined by the Board, shall bear interest at 18% per annum or at such other maximum annual rate of interest as may be permitted by law from time to time until such delinquencies are paid in full.

Section 4. Operating Budget: Assessments.

(a) The annual operating budget shall provide for two funds:

(1) an "operating fund" which shall be used for all common expenses which occur on a regular basis or which are expected to arise during the year, including (without limitation) the amounts required for the operation, maintenance and repairs of Common Elements and/or for management services, insurance, administration, materials, supplies and equipment; and

(2) a "reserve fund" which shall be maintained in an amount and by such assessments as the Board determines necessary, for expenses that arise or may arise on other than a regular basis or with less than annual frequency, including (without limitation) expenses for maintenance, repairs, future construction, or replacement of capital improvements or other Common Elements that must be replaced periodically.

(b) In the event the Association incurs expenses not originally covered by the operating fund, then such sums as are necessary may be charged against the reserve fund and/or collected by Special or additional General Assessments. If the reserve fund is used in whole or in part to cover such expenses, the Board may make assessments to replenish such fund.

(c) The reserve fund may be used:

(1) to discharge mechanic's or other liens or encumbrances against the entire Property or against any Unit, if the lien or encumbrance is the result of any act of the Association;

(2) for acquisition and/or construction of capital or other Improvements to Common Elements;

(3) for maintenance, repairs, reconstruction, replacement, rebuilding or razing and removal of any Common Elements;

(4) for any other expenses which arise on other than a regular basis or with less than annual frequency; or

(5) for expenses not originally covered by the operating fund.

Section 5. Maintenance, Repairs and Improvements to Common Elements.

All construction, installation, maintenance, and repairs of Improvements to Common or Limited Common Elements shall be carried out as provided in the Declaration or, if not so provided, then as provided in the Act. All terms, conditions and provisions of Dec. Art. IX are incorporated herein by reference and shall be deemed to be a part of these By-Laws for all purposes.

ARTICLE VII

AMENDMENTS TO BY-LAWS

Section 1. By Unit Owners.

These By-Laws may be amended or repealed and new By-Laws adopted at any annual or special meeting of the Association noticed for that purpose by an affirmative vote of the Unit Owners or Designees entitled to vote representing four-fifths of all the Units.

Section 2. By the Board.

These By-Laws may also be amended or repealed and new By-Laws adopted by the Board upon a unanimous vote of all Directors; provided that no By-Laws adopted by the Unit Owners shall be amended or repealed by the Board if the By-Law adopted by the Owners so provides.

ARTICLE VIII

MISCELLANEOUS

Section 1. Indemnity of Officers and Directors.

(a) All Officers and Directors of the Association (together with their personal representatives, heirs, successors, and assigns) shall be indemnified by the Association against all loss, liability, damages, costs and expenses (including reasonable attorneys' fees) incurred in connection with any claim, suit or proceeding in which that person is a party by reason of being such a Director or Officer, provided the Director or Officer acted in good faith and without willful or intentional misconduct. In the event of any settlement, indemnification shall be provided only for such matters covered by the settlement as to

which the Association is advised by counsel that the indemnitee acted in good faith and without willful or intentional misconduct as such Director or Officer with respect to the matter in issue.

(b) All rights of indemnification shall be in addition to all other rights such Officers or Directors may have as a matter of law.

(c) The Association may, upon resolution of the Board, similarly indemnify any present or former employee of the Association for any act or omission on his/her part as such employee, with or without limitations as the Board may determine appropriate.

(d) All liability, costs and expenses incurred by the Association by reason of any indemnification of Officers, Directors, or employees as provided under this Section or by reason of indemnification of any other person as may be required by law, shall be considered a common expense.

(e) The Association shall not be required to indemnify any Unit Owner or Joint Owner (regardless of whether such person is or has been an Officer, Director or employee of the Association) for any liability, costs or expenses incurred as a Unit Owner or Joint Owner under the Act, the Declaration, the Articles, these By-Laws or any Rules or Regulations.

Section 2. Mailing Address.

The mailing address of the Association shall be 907 Coulee Road, Unit #103, Hudson, Wisconsin 54016.

Section 3. Subordination of By-Laws.

The By-Laws are subordinate and subject to the Declaration and any amendments thereto, which shall control in case of conflict.

Section 4. Severability.

The invalidity or unenforceability of any term, condition or provision of these By-Laws for any reason, by judgment or court order, shall in no way affect the validity and enforceability of the other terms, conditions and provisions which shall remain in full force and effect.

Section 5. Corporate Seal.

The Association shall not have a seal; and where a seal is required, there shall be a notation thereon to the effect that the Association has no seal.

Section 6. Committees.

In Addition, the Board of Directors shall appoint any committees it deems appropriate in carrying out its purpose.

Section 7. Books and Records.

The books, records and papers of the Association shall be at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, Articles, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

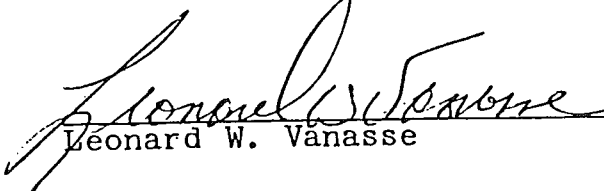
Section 8. Abatement and Enjoining of Violations.

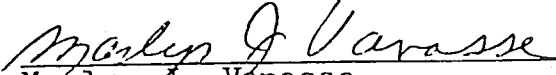
The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the Breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws:


(a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of the trespass; or

(b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

IN WITNESS WHEREOF, the undersigned being all the initial Directors appointed by Declarant acknowledge the adoption of these By-Laws this 1st day of December, 1983.


Director
Leonard W. Vanasse

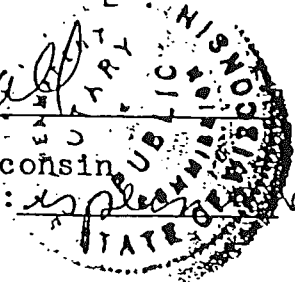

Director
Marlys J. Vanasse


Director
David W. Sorenson

STATE OF WISCONSIN)
:ss
ST. CROIX COUNTY)

Personally appeared before me this 1st day of
December, 1983 the above named Leonard W. Vanasse,
Mariys J. Vanasse and David W. Sorenson to me known to be the per-
sons who executed the foregoing instrument and acknowledge the
same.

Robert J. Wall
Notary Public
St. Croix County, Wisconsin
My Commission Expires: exp. 12/31/84



This Instrument Was Drafted By:

Robert F. Wall
Richards, Wall & Harris
522 Second Street
P.O. Box 151
Hudson, WI 54016
(715) 386-5881

United States of America

State of Wisconsin

OFFICE OF THE SECRETARY OF STATE

REGISTERS OFFICE

ST. CROIX CO., WIS.

Rec'd. for Record this 5th

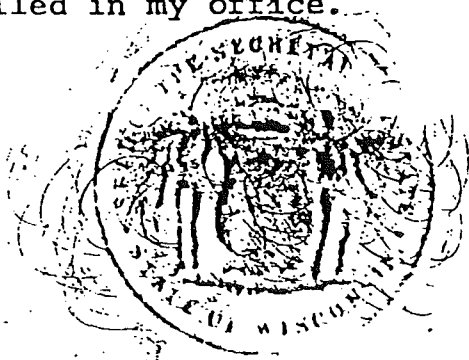
day of Jan A.D. 1981

at 8:30 A.M.

James O. Conwell
Register of Deeds

To All to Whom These Presents Shall Come:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that the attached is a duplicate of a document accepted and filed in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on the date of filing of said document.

Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

ARTICLES OF INCORPORATION

OF

SCH OWNER'S ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock non-profit corporation under the provisions of the Wisconsin Non-stock Corporation Law (Chapter 181 of the Wisconsin Statutes, hereafter called the Non-stock Corporation Law) and pursuant to the provisions of the Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes) does hereby adopt the following as the Articles of Incorporation of such corporation.

ARTICLE I

NAME

The name of this corporation shall be "SCH Owner's Association, Inc."

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of this corporation shall be perpetual.

ARTICLE III

PURPOSES

The purposes for which this corporation is organized are as follows:

a. To serve as an association of Unit Owners who own real estate and improvements under the condominium form and use and ownership as provided in Chapter 703 of the Wisconsin Statutes, as the same may be amended, renumbered or renamed from time to time (commonly known and hereafter referred to as the "Condominium Ownership Act") and subject to the terms, conditions and provisions of the Declaration of Condominium (hereinafter called the "Declaration" as may be amended from time to time) for St. Croix Hills Condominium (hereinafter called the "Condominium") as recorded in the office of the Register of Deeds for St. Croix County, Wisconsin;

b. To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Condominium Ownership Act;

(St. Croix Co.)

c. To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Non-stock Corporation Law, subject to the Condominium Ownership Act and the Declaration.

ARTICLE IV

MEMBERS AND VOTING

The record owner of the fee title to any Unit in the Condominium shall automatically, upon becoming such an owner, be a member of this corporation and shall remain a member thereof until such time as his/her fee simple ownership interest in the Unit ceases for any reason, at which time his/her membership in this corporation shall automatically cease. Joint Owners of a Unit shall share the one membership appurtenant to the Unit in the same manner as their tenancy or estate in the Unit, whether as joint tenants tenants-in-common or otherwise. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation.

ARTICLE V

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation is: 907 Coulee Road, Unit 103, Hudson, Wisconsin 54016 and the registered agent is Leonard W. Vanasse, at the above address.

ARTICLE VI

DIRECTORS

The number of Directors of this corporation shall be fixed in the By-Laws, but in no event shall be less than three (3). The manner in which the Directors shall be elected, appointed or removed shall be provided in the Declaration and/or the By-Laws of this corporation.

The number of Directors constituting the initial Board of Directors shall be three (3) and the names and addresses of the initial Directors are:

Leonard W. Vanasse
Birkmose
Hudson, WI 54016

Marlys J. Vanasse
Birkmose
Hudson, WI 54016

David W. Sorenson
1640 West Highway 36
Roseville, MN 55113

ARTICLE VII

INCORPORATOR

The name and address of the incorporator of this corporation is:

Leonard W. Vanasse
Birkmose
Hudson, WI 54016

ARTICLE VIII

AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of seventy-five (75%) percent of the entire membership of this corporation.

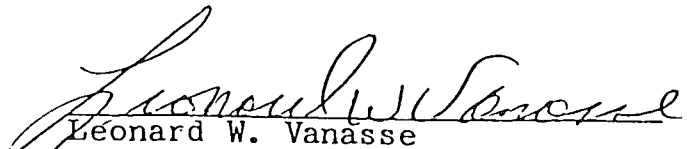
ARTICLE IX

STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, member, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the written assent of not less than one hundred (100%) percent of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporation, societies, trusts or other organizations or an appropriate public agency or agencies, provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the Directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all the assets of the corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic cultural or educational purposes.

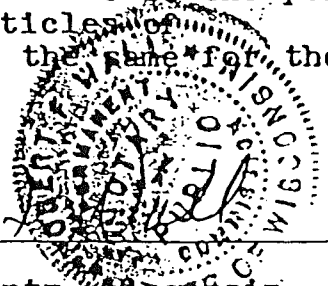
Executed in duplicate this 1st day of December, 1983.


Leonard W. Vanasse

STATE OF WISCONSIN)
: ss
ST. CROIX COUNTY)

Personally came before me this 1st day of December, 1983 the above named Leonard W. Vanasse to me known to be the person whose name is subscribed to the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

Robert F. Wall
Notary Public
St. Croix County, Wisconsin
My Commission Expires: permanant



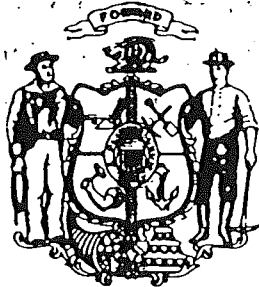
This Instrument Was Drafted By:

Robert F. Wall
Richards, Wall & Harris
522 Second Street
P.O. Box 151
Hudson, WI 54016

STATE OF WISCONSIN
FILED
DEC 29 1983
DOUGLAS LA FOLLETTE
SECRETARY OF STATE

UNITED STATES OF AMERICA

The State of Wisconsin



DATE: December 29, 1983

OFFICE OF THE SECRETARY OF STATE

TO ALL TO WHOM THESE PRESENTS SHALL COME:

The undersigned, as Secretary of State of the State of Wisconsin, hereby certifies that, on the date above written, Articles of Incorporation of

SCH OWNER'S ASSOCIATION, INC,

were filed in my office under the provisions of Chapter 181 of the Wisconsin Statutes, for an organization to be formed

WITHOUT STOCK AND NOT FOR PROFIT.

THE STATE OF WISCONSIN does hereby grant unto said organization the powers and privileges conferred upon such organization by the Wisconsin Statutes for the pursuit of any purposes lawful under Chapter 181 of the Wisconsin Statutes except as such purposes may be further limited in said Articles.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on JAN 11 1984

Douglas LaFollette

DOUGLAS La FOLLETTE
Secretary of State

SEE REVERSE FOR MORE INFORMATION

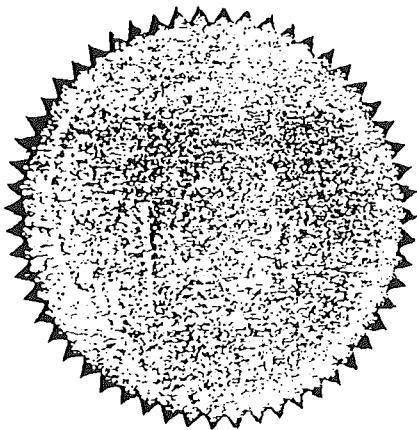


EXHIBIT "C"

November 14, 1983

Leonard & Marlys Vanasse
907 Coulee Road
Hudson, WI 54016

Re: St. Croix Hills Condominium Project
Hudson, WI

Dear Mr. & Mrs. Vanasse:

In accordance with your instructions, I have performed an engineering inspection of the Mar-Len Apartment Buildings located at 907 Coulee Road, Hudson, WI.

Visual inspection of the premises was made with Manager, Darlene Sutliff on December 15, 1981. Additionally, I have examined the plans prepared by James Cooperman, Architect, 400 Shelard Plaza, Minneapolis, MN 55426.

The building at 907 Coulee Road, constructed in 1977, contains 8-2 bedroom apartments and 12-1 bedroom apartments. In addition to the living units, storage cubicals are provided in the basement area. The building at 907 has laundry facilities on the 1st and 2nd floor.

The building is basic wood frame construction with wood truss roof covered by Class C fire-rated asphalt shingles. Exterior siding is 3/4 inch vertical cedar plywood. The mechanical equipment and electrical equipment are contained in a partial basement constructed of 8 inch concrete block. The building is heated by gas-fired hot water heating systems and domestic hot water is provided through a gas-fired heater. The exterior walls are standard 2 x 4 stud with full insulation, providing an R of approximately 13. The attic space was originally insulated with 12" blown fiberglass insulation and later an additional 10" was added to provide an approximate R rating of 60 for the ceiling level.

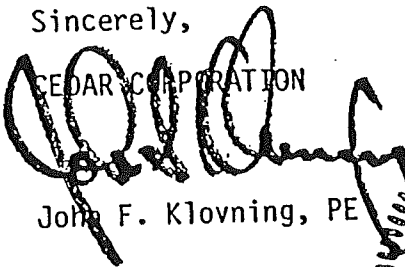
In my inspection of the apartments, no major structural, mechanical or electrical deficiencies were noted. The building is in good repair for the age and construction type with no problems apparent from visual observation and at minimum has a 30 year remaining life.

I have reviewed plans for the remodeling of the 907 Coulee Road building. The building will consist of 16 living units configured as follows:

The portion of the building that will not be remodeled contains 4 standard 2-bedroom units, 2-1 bedroom units with den, 1 standard 1-bedroom unit, 1-1 bedroom unit with expanded living room over the stair. The remodeled units in the building will be 4 deluxe 2-bedroom units with extra bath and 4 special 2-bedroom units with extra bath. The remodeling will not have any adverse effects on the structural integrity of the building.

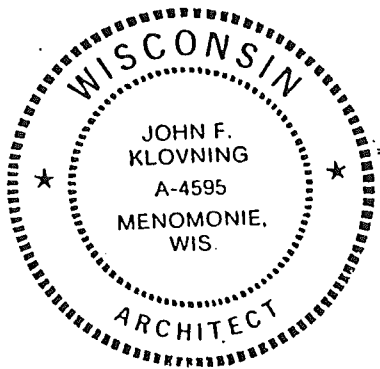
If you have additional questions or if I can provide more information, please feel free to contact me at your convenience.

Sincerely,


CEDAR CORPORATION

John F. Klovning, PE

JFK:11



JUDD ORFF AND ASSOCIATES

PROPERTY MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT, entered into this 1st day of April, 1997 by St. Croix Hills Condominium Association herein after called "Owner". Whereby in consideration of the covenants herein contained, the Owner does hereby employ the Agent exclusively, and the Agent does hereby except the employment to operate and manage the following property:
907 Coulee Road
Units #101 - 208

and or any other property the Owner mat assign to the Agent from time to time.

TERMS AND REQUIREMENTS TO TERMINATE AGREEMENT

This agreement shall begin on April 1st, 1997 and continue thereafter until terminated by either party giving the other sixty (60) days written notice of its intention to do so. In the event less than sixty (60) days notice is given. Owner agrees to pay the management fee for the sixty (60) day period.

1. The AGENT agrees:

- A. To furnish the service of their organization for the operating and managing of said property.
- B. To render monthly statements of receipts, expenses and charges, and remit by the 21st of each month the balance to Owner, less Agent's fee. In case the disbursement shall be in excess of the association dues collected by the Agent, the Owner agrees to pay such excess promptly upon demand.
- C. To manage the property to the best of their ability.
- D. To include Exhibit A "list of management duties" as part of this contract.

2. The OWNER hereby gives the Agent the following authority and powers, and agrees to assume all expenses incurred in connection therewith:

- A. To collect Association Dues and to give receipts therefore.
- B. To make or cause to be made repairs of any ordinary and normal maintenance nature as needed for the upkeep and maintenance of the premises, and/or emergency repairs, if in the opinion of the Agent, such repairs are necessary to protect the property from damage or to maintain service to the Owners as called for by their ownership, to purchase supplies and pay bills not to exceed one hundred and no/ 100's dollars (\$100.00) for any one occurance. To charge a labor rate of \$20.00 per hour for outside service.

3. The AGENT further agrees:

- A. To furnish the Association with copies of their Worker's Compensation Insurance and General Liability Insurance.
- B. To secure proof of Insurance from all sub-contractors.

4. The OWNER further agrees:

- A. To save the Agent harmless from all damage suits and costs whatsoever incurred there from in the management of the premises and from liability from injuries suffered by any person whomsoever, and to carry at Owners expense, necessary liability insurance adequate to protect the interest of the parties hereto, which policies shall be so written as to protect the Agent in the same manner and to the same extent they protect the Owner.
- B. TO PAY THE AGENT each month a flat rate of ten dollars and no/100's (\$10.00) per unit.

Fredrick E. Nord
Association President

Judd E. Orff
Judd Orff and Associates
305 So. Greeley St., #208
Stillwater, MN 55082

Martine J. [unclear]
Association Treasurer

4/17/97
Date

"EXHIBIT A"

A. Day-to-Day Responsibilities:

1. Financial

- a. Invoicing and collection of monthly dues from homeowners.
- b. Handling of the Association's accounts payable.
- c. Monthly Income Statements and Balance Sheets to Association members.
- d. Assistance in establishing annual budgets.

2. Contracting for and providing work direction for the maintenance of common area lawns, shrubs, trees, etc.

3. Contracting for and providing work direction for the removal of snow from roads, driveways, and sidewalks.

4. Routine maintenance of the tennis courts.

5. Maintenance, repair, and winterization of the sprinkler system.

6. Replacement of exterior common area light bulbs on a routine basis.

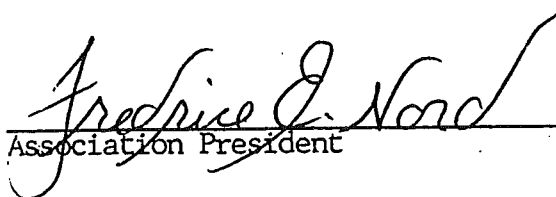
7. Enforcement of the "Rules and Regulations" of the Association.

8. Handling day-to-day concerns and complaints of the association members.


B. Long Range Concerns:

1. Maintenance of the roads and driveways.

2. Maintenance of the Buildings' exteriors (roofs, siding, etc.)



Association President



Association Treasurer

4/7/97
Date

101

Carol J. Kellogg
907 Coulee Road #101
Hudson, WI 54016

102

Rental
Arliann Sabatino
1201 Yale Place, Apt 1807
Minneapolis, MN 55403

103

Darlene M. Jones
907 Coulee Road, # 103
Hudson, WI 54016

104

Jane Emery
907 Coulee Road, # 104
Hudson, WI 54016

105

Ben & Lynn Haseleu
907 Coulee Road #106
Hudson, WI 54016

106

Fredrice E. Nord
907 Coulee Road #106
Hudson, WI 54016

107

Amy J. Mueller
907 Coulee Road # 107
Hudson, WI 54016

108 John & Evy own and rent this
unit *Donna Lee Johnson '99*

John & Evy Nerbonne
409 Brookwood Drive
Hudson, WI 54016

201

Donna M. Huppert
907 Coulee Road #201
Hudson, WI 54016

202

Gladys Linneman
907 coulee Road, # 202
Hudson, WI 54016

203

Mary Steiner *2/1/99* *Jody Colbeth 4/1/99*
907 Coulee Road #203 *10/1/99*
Hudson, WI 54016

204

Glenn C. & Glenn R. Zillmer
907 Coulee Road #204
Hudson, WI 54016

205

Gerald & Karen Mallek
907 Coulee Road #205
Hudson, WI 54016

206

Mabel J. Schmeck
907 Coulee Road, # 206
Hudson, WI 54016

207

Gregory Walsh
907 Coulee Road, # 207
Hudson, WI 54016

(land contract vendor of unit 207)

Richard & Janet Stout
1353 Awatukee Trail
Hudson, WI 54016

208

Glenora Berres
907 Coulee Road # 208
Hudson, WI 54016



DEPARTMENT OF FINANCIAL INSTITUTIONS

STATE OF WISCONSIN WISCONSIN NONSTOCK CORPORATION ANNUAL REPORT

DIQ 10/01/1996

06 NON-STOCK CORPORATION 6S24447

SCH OWNER'S ASSOCIATION, INC.

SHIRLEY BENNETT 907 COULEE RD HUDSON WI 54016

FILING FEE:

95+96

\$20.00

This form is addressed to the corporation's registered agent. If a change of agent or agent's address is desired, indicate those changes below.

The street address of the registered office and the business office of the registered agent, as changed, will be identical

Glenora Berres Agent's Name:

907 Coulee Rd., #208 Street Address (required)

P O Box (optional) Hudson, WI 54016 City, State, Zip Code

INSTRUCTIONS ARE FOUND ON ENCLOSED SHEET.

If the answer to any question is NONE, so state.

1 Principal office address (Street & Number, City, State & Zip Code) 907 Coulee Road, #208 Hudson, WI 54016

The fee indicated is the sum of the fee for the current report year (\$10) and the fees for all earlier reports the corporation failed to file. This single filing will satisfy the current report year's report obligation and any previous report obligations not accomplished.

2 Did the corporation engage in actual activity in the past year? YES [X] NO [] Describe the general nature of that activity, if any. collecting membership dues and assessments of condominium owners and paying common area and other condominium expenses for repair, maintenance and insuring the condominium premises.

DAYTIME TELEPHONE (OPTIONAL): ()

3 NAMES & ADDRESSES OF PRINCIPAL OFFICERS & ALL DIRECTORS (add additional sheets, if necessary.) Combining office of PRESIDENT with any office other than TREASURER is contrary to law.

Table with 3 columns: TITLE, NAME, RESPECTIVE ADDRESSES. Rows include President (Fredrice Nord), Vice President (Amy Mueller), Secretary (Glenora Berres), Treasurer (Darlene Jones), and Board of Directors (Fredrice Nord, Amy Mueller, Glenora Berres, Darlene Jones).

5 Such corporation has not entered into any combination, conspiracy, trust, pool, agreement or contract intended to restrain or prevent competition in the supply or price of any article or commodity in general use in this state, or constituting a subject of trade or commerce therein, or which shall in any manner control the price of any such article or commodity, fix the price thereof, limit or fix the amount or quantity thereof to be manufactured, mined, produced or sold in said state, or fix any standard or figure by which its price shall be in any manner controlled or established.

FOR THE CORPORATION: BY: Fredrice Nord 5/19/97 Officer Signature & Title Date Fredrice Nord, President

Annual Report Form 17 is authorized by s. 181.74, Stats., and is REQUIRED REPORT under s. 181.651, Stats. Failure to file may result in administrative dissolution of the corporation. Upon filing, the data in the report becomes public and might t

**AMENDMENT TO BY-LAWS
OF
ST. CROIX HILLS CONDOMINIUM
(a non-stock, non-profit corporation)**

The original by-laws of St. Croix Hills Condominium, a non-stock, non-profit corporation, dated December 1, 1983, and filed in the office of the St. Croix County Register of Deeds in Vol. 680, Page 186-201, are hereby amended as follows:

1. Article II, Section 1, shall be amended by adding the following as paragraph (b)

"In the event of a sale of a unit, the unit owner shall provide the Secretary of the Association with written notice at least fifteen (15) days prior to the closing of the sale of the unit so as to permit the Associations' Secretary sufficient time to inform the new owner of any outstanding assessments, dues or other debt pertaining to the said unit."

2. Article III, Section 3, shall be amended to state as follows:

"The annual meeting of the Association shall be held on the second Tuesday of December each year for the purpose of electing directors and adopting an annual budget for the transacting of any other business authorized to be transacted by the Association."

3. Article III, Section 5(a), shall be amended by deleting the words "a majority" in the second line and fourth line of said subsection and by inserting in its place "twenty-five percent (25%)".

4. Article IV, Section 1(a), shall be amended by deleting "three (3)" and inserting in its place "four (4)". The subsection shall further be amended by deleting the second sentence and inserting in its place the following:

"Except as provided in Article IV, Section 1(b), terms of office for the directors shall be staggered so that one director shall serve a one (1) year term, two directors shall serve two (2) year terms and one director shall serve a three (3) year term."

5. Article IV, Section 3, shall be amended by adding the following:

"Under no circumstances shall a person be eligible to serve more than three (3) consecutive years as a member of the Board of Directors."

6. Article IV, Section 4(b), shall be amended by adding the following provision:

"The Board shall hold regular meetings at least quarterly on the first Tuesday of March, June, September and December of each year. Additionally, the Board shall hold a regular meeting on the second Tuesday of November of each year to adopt a proposed budget for the succeeding year to be presented to the members at the annual membership meeting in December.

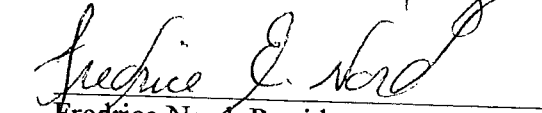
7. Article V, Section 7(a), shall be amended by deleting the words "a majority" on the second line and inserting in their place "fifty percent (50%)".

8. Article VIII, Section 2, shall be amended to state as follows:

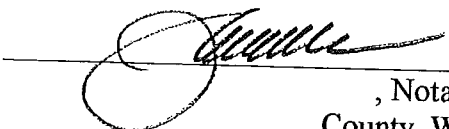
"The mailing address of the Association shall be 907 Coulee Road, Apartment 208, Hudson, Wisconsin 54016.

In witness whereof, the undersigned being all of the Directors of the Association pursuant to unanimous vote of all such Directors hereby adopt the foregoing to Amendments to By-Laws.

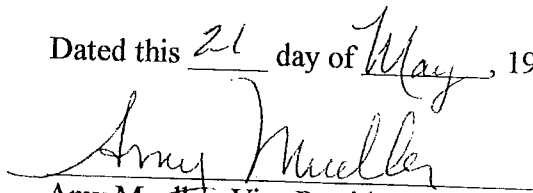
Dated this 21 day of May, 1997.


Fredrice Nord, President

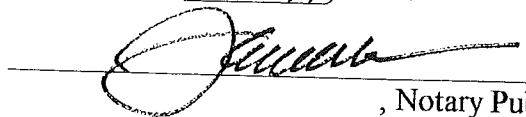
Signed and sworn to before me this
21 day of May, 1997.


_____, Notary Public
County, Wisconsin
My commission expires: permanant

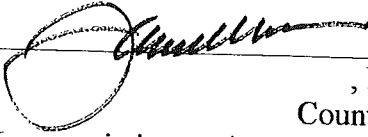
Dated this 21 day of May, 1997.


Amy Mueller, Vice President

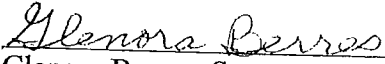
Signed and sworn to before me this
21 day of May, 1997.


_____, Notary Public
County, Wisconsin
My commission expires: is permanant

Signed and sworn to before me this
21 day of May, 1997.



_____, Notary Public
County, Wisconsin
My commission expires: permanet

Dated this 21 day of May, 1997.

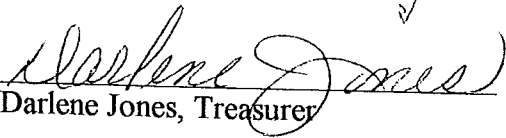


Glenora Berres, Secretary

Signed and sworn to before me this
21 day of May, 1997.


_____, Notary Public
County, Wisconsin
My commission expires: 15 permanet

Dated this 21 day of May, 1997.



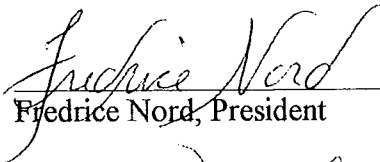
Darlene Jones, Treasurer

This instrument was drafted by:
HEYWOOD & CARI, S.C.
Samuel R. Cari, #1016909
204 Locust St., P.O. Box 125
Hudson, Wisconsin 54016
(715) 386-5551

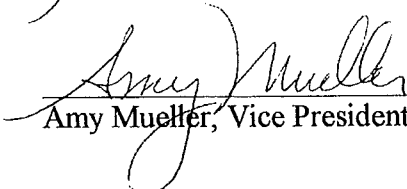
**RESOLUTION OF BOARD OF DIRECTORS
OF THE
SCH OWNER'S ASSOCIATION, INC.**

At a special meeting of the Board of the above named Association held on April 24, 1997, pursuant to Motion duly made, seconded and unanimously passed, it was hereby resolved by the Board to authorize Fredrice Nord, President and Glenora Berres, Secretary, to certify the First Amendment to Declaration of Condominium dated the 26 day of July, 1997.

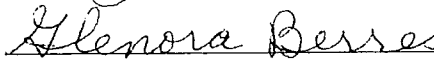
Dated this _____ day of _____, 1997.



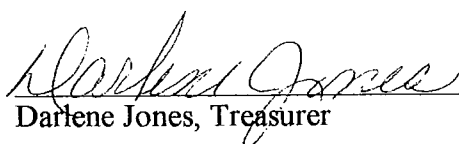
Fredrice Nord, President



Amy Mueller, Vice President



Glenora Berres, Secretary



Darlene Jones, Treasurer

This instrument was drafted by:
HEYWOOD & CARI, S.C.
Samuel R. Cari, #1016909
204 Locust St., P.O. Box 125
Hudson, Wisconsin 54016
(715) 386-5551

**FIRST AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
AND OF CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS FOR
ST. CROIX HILLS CONDOMINIUM**

This First Amendment to Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes this 26 day of July, 1997, which is hereby made by written consent of the undersigned condominium declaration and their mortgagees.

1. Article V, Section 2 shall remain as follows:

“No animals or reptiles shall be permitted, except for two caged birds.”

2. Article VII, Section 2 shall be amended by adding the following as paragraph (c), “no unit owner may make or cause to be made any structural, architectural changes or modifications or other improvements to the exterior of a unit, limited common elements or common elements, except as expressly authorized in writing by the Association pursuant to Article XIII, Section 3(m).”

3. Article VII, Section 2 shall be amended by adding the following subsection (c) “no barbecue or cooking grills, whether gas, charcoal or otherwise, shall be permitted on patio or balcony areas.”

4. Article XI, Section 1(b) shall be amended by adding the following sentence at the end of said subsection:

“Adequate prior written notice, as referred to above, shall be written notice to the secretary of the association’s board of directors at least fifteen (15) days prior to a closing of the sale of an owner’s unit.”

5. Article V, Section 3 shall be amended by adding the following subparagraph as subparagraph (h):

“No waterbeds or fish tanks/aquariums exceeding a capacity of 25 gallons shall be placed or located in second floor units.”

6. Article V, Section 3, paragraph (a) shall be amended by adding the following:

“Any violations of the foregoing provisions regarding vehicle parking or storage shall entitle the association board to direct the towing and removal of the vehicle from the

condominium property and common areas at the owner's expense, which expense shall include towing and storage, after proper notification by the board."

In witness whereof, this First Amendment to Declaration of Condominium is executed by the undersigned, representing seventy-five percent (75%) of all the unit owners as defined in the Original Declaration and seventy-five percent (75%) of the mortgagees.

Dated this 26 day of July, 1997.

Signed and sworn to before me on
26 day of July, 1997.

Synda D. Solar

, Notary Public
County, Wisconsin

My commission expires: July 24, 2001

Frederic E. Nord

Dated this 26 day of July, 1997.

Signed and sworn to before me on
26 day of July, 1997.

Synda D. Solar

, Notary Public
County, Wisconsin

My commission expires: July 24, 2001

Ly Malled

Dated this 26 day of July, 1997.

Signed and sworn to before me on
26 day of July, 1997.

Synda D. Solar

, Notary Public
County, Wisconsin

My commission expires: June 24, 2001

Lynn Hosten

Dated this 26 day of July, 1997.

Signed and sworn to before me on
26 day of July, 1997.

Synda D. Solar

, Notary Public
County, Wisconsin

My commission expires: June 24, 2001

Warren Jones

Dated this 26 day of July, 1997.

Signed and sworn to before me on
26 day of July, 1997.

Synda D. Solar

, Notary Public
County, Wisconsin

My commission expires: June 24, 2001

Mary Steiner

Dated this 26 day of July, 1997.

Signed and sworn to before me on
26 day of July, 1997.

Synda D. Solar

, Notary Public
County, Wisconsin

My commission expires: June 24, 2001

Amy Mueller

Dated this 26 day of July, 1997.

Signed and sworn to before me on
26 day of July, 1997.

Synda D. Solar

, Notary Public
County, Wisconsin

My commission expires: June 24, 2001

Jane M. Emery

Dated this 26th day of July, 1997.

Signed and sworn to before me on
26 day of July, 1997.

Synda D. Solar

, Notary Public
County, Wisconsin

My commission expires: June 24, 2001

David D. Unneman

Dated this 31 day of July, 1997.

Signed and sworn to before me on
31 day of July, 1997.

Linda M. Volar

, Notary Public
County, Wisconsin

My commission expires: June 24, 2001

Mrs. Lisa Gillen

Dated this 31 day of July, 1997.

Signed and sworn to before me on
31 day of July, 1997.

Linda M. Volar

, Notary Public
County, Wisconsin

My commission expires: June 24, 2001

Glenora L. Berres

Dated this 31 day of July, 1997.

Signed and sworn to before me on
31 day of July, 1997.

Linda M. Volar

, Notary Public
County, Wisconsin

My commission expires: June 24, 2001

Mabel J. Schneck

Dated this 4 day of Aug., 1997.

Signed and sworn to before me on
4th day of Aug., 1997.

Linda M. Volar

, Notary Public
County, Wisconsin

My commission expires: 6/24/01

Carol Kellagg

Consent of Mortgagees

The undersigned mortgagees hereby consent to the execution and delivery of the foregoing First Amendment to Declaration of Covenants and to the filing thereof in the office of the Register of Deeds for St. Croix County, Wisconsin, and do hereby subject mortgage or mortgages listed hereafter to the provisions of the Condominium Ownership Act of the State of Wisconsin and the provision of the foregoing Amendments.

Dated this 22ND day of DECEMBER, 1997.

Signed and sworn to before me on
22ND day of DECEMBER, 1997.

First Federal Savings Bank
LaCrosse-Madison

Carolyn Parr
CAROLYN PARR
Notary Public
St. Croix County, Wisconsin
My commission expires 12-12-99

By: *James D. Bohlen V.P.*
as to mortgage recorded in Vol. 782,
Page 507 covering unit #106 & as to
mortgage recorded in Vol. 1133, Page
285 covering unit #104 & as to mortgage
recorded in Vol. 1116, Page 227
covering unit #105.

Consent of Mortgagees

The undersigned mortgagees hereby consent to the execution and delivery of the foregoing First Amendment to Declaration of Covenants and to the filing thereof in the office of the Register of Deeds for St. Croix County, Wisconsin, and do hereby subject mortgage or mortgages listed hereafter to the provisions of the Condominium Ownership Act of the State of Wisconsin and the provision of the foregoing Amendments.

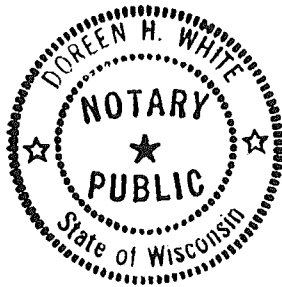
Dated this 19th day of December, 1997.

Signed and sworn to before me on
19th day of December, 1997.

First National Bank of Hudson

Doreen H. White
_____, Notary Public
St. Croix County, Wisconsin
My commission expires: 5-9-99

By: Jeffrey A. Han, Vice President
as to mortgage recorded in Vol. 1200,
Page 176 covering unit #103 & as to
mortgage recorded in Vol. 979, Page
386 covering unit #107.



Consent of Mortgagees

The undersigned mortgagees hereby consent to the execution and delivery of the foregoing First Amendment to Declaration of Covenants and to the filing thereof in the office of the Register of Deeds for St. Croix County, Wisconsin, and do hereby subject mortgage or mortgages listed hereafter to the provisions of the Condominium Ownership Act of the State of Wisconsin and the provision of the foregoing Amendments.

Dated this 19 day of Dec, 1997.

Signed and sworn to before me on
19th day of December, 1997.

MidAmerica Bank

Lou J. McEntz

, Notary Public
St. Croix County, Wisconsin
My commission expires: 01/07/01

By: [Signature]

as to mortgage recorded in Vol. 1094,
Page 201 covering unit #204. Pce.

Consent of Mortgagee

The undersigned mortgagee hereby consents to the execution and delivery of the foregoing First Amendment to Declaration of Covenants and to the filing thereof in the office of the Register of Deeds for St. Croix County, Wisconsin, and does hereby subject mortgage or mortgages listed hereafter to the provisions of the Condominium Ownership Act of the State of Wisconsin and the provision of the foregoing Amendments.

Dated this 3rd day of March, 1998.

Signed and sworn to before me on
this 3rd day of March, 1998.

Bank of America

Frances A. Thurston
Frances A. Thurston Notary Public
HENRICO County, ~~Minnesota~~
My commission expires: 12/31/99

By: William C. [Signature]
as to mortgage recorded in Vol. 1137,
Page 576 covering Unit #202