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WINBROOK TOWNHOUSE CONDOMINIUM

DECLARATION OF CONDOMINIUM

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

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

REGISTERS OFFICE
ST. CROIX CO., WIS.

rec'd. for Record this 13th
day of May A.D. 1981

A parcel of land located in the NE 1/4 of the NW 1/4 of Section 13, T29N, R20W, being part of Outlot 89 of the Village of North Hudson and also Lots 14, 15, 16, 17, 18, 19 and 20 of the First Addition to Sommers Landing to the Village of North Hudson, St. Croix County, Wisconsin, being further described as follows:

at 4:15 P.M.
[Signature]
Registrar of Deeds

Beginning at the NE corner of Lot 18 of said Subdivision; thence S 8 degrees 40 minutes 14 seconds W 441.61 feet along the Westerly right-of-way line of State Trunk Highway "35", said line being also the Easterly line of said Subdivision (assumed bearings referenced to said line); thence Westerly on the Northerly right-of-way line of North End Road 153.80 feet along the arc of a 656.33 foot radius curve concave Southerly whose long chord bears N 81 degrees 26 minutes 56 seconds W 153.45 feet; thence Northwesterly 9.89 feet along the arc of a 5.85 foot radius curve concave Northeasterly whose long chord bears N 39 degrees 44 minutes 45 seconds W 8.75 feet; thence N 8 degrees 40 minutes 14 seconds E along the Easterly line of Sand Hill Point 291.22 feet; thence Northerly, Westerly & Southerly 203.44 feet along the arc of a 50.00 foot radius curve concave Southerly whose long chord bears S 72 degrees 06 minutes 20 seconds W 89.44 feet; thence N 81 degrees 19 minutes 46 seconds W 152.99 feet; thence N 1 degree 50 minutes 16 seconds E 116.31 feet; thence N 45 degrees 13 minutes 00 seconds E 152.27 feet; thence S 74 degrees 30 minutes 40 seconds E 319.43 feet to the said right-of-way line of State Trunk Highway "35"; thence S 12 degrees 37 minutes 35 seconds W 15.02 feet to the point of beginning.

Said parcel contains 2.875 acres, (125,200 sq. ft.), and is subject to an existing 12 foot wide storm sewer easement lying parallel with and 6 feet on each side of the line between Lots 18 and 19 and the Northerly extension thereof of said addition. Also subject to any other easements and restrictions of record.

2. PLATS AND PLANS. In compliance with the Condominium Ownership Act, there is also filed herewith and made a part hereof Exhibit "A" which is a plat of survey of land above described showing the location of the buildings to be built thereon. Also filed herewith and made a part hereof are Exhibits B-1, B-2 and B-3 being a set of floor plans of the proposed buildings, showing the layout, location, unit designations and dimensions.

3. NAME AND ADDRESS. The name of the condominium shall be Winbrook Townhouse Condominium. Its address shall be 800-809 Sand Hill Point, Village of North Hudson, Wisconsin 54016.

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

5. DESCRIPTION OF BUILDINGS. The buildings to be erected on the above described land are described in the plans filed herein as Exhibits B-1, B-2 and B-3. These buildings are to be of wood frame construction on a concrete foundation containing four units with each unit including a garage. The units commencing at lot 14 and proceeding North and West in a counter-clockwise direction shall be called A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA and BB, respectively.

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6. THE UNITS. Each unit shall include a dwelling consisting of two stories, the lower story consisting of a concrete foundation and floor, a rough-in for a bathroom and the garage. The upper story contains five rooms, including a bathroom. Each unit shall consist of this space enclosed or bounded as follows: The lower boundaries shall be the plane of the upper surface of the basement slab. The vertical boundaries of the dwelling units shall be the outside face of the inside walls and the center lines of all interior walls separating the unit from other units. The upper boundaries shall be the outside fact of the inside ceiling. Each unit shall also include space in a garage carrying the same number as the dwelling portion of the unit.

7. THE COMMON ELEMENTS. All of the condominium, except its units, shall be common elements.

8. LIMITED COMMON ELEMENTS. This condominium does not have any limited common elements, areas or facilities.

9. PERCENTAGE INTERESTS. Each unit shall have an equal 1/28th interest in the common elements. The owner or owners of each unit shall have but one vote. There shall be a total of 28 votes.

10. PURPOSE FOR EACH BUILDING AND UNITS. The buildings and all units are intended to be used solely for residential purposes, and their use is restricted to that purpose.

11. AGENT FOR SERVICE OF PROCESS. The person to receive service of process in the cases provided in Chapter 703 shall be Frederick A. Meyer. His address is 1525 Coulee Road, Hudson, St.

Croix County, Wisconsin 54016. A successor must be designated by a majority vote of the Board of Directors of THE ASSOCIATION of unit owners on or before December 1, 1982. When the successor agent is appointed, THE ASSOCIATION's address shall then become 800-809 Sand Hill Point, Village of North Hudson, Wisconsin 54016.

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

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

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

(c) The provisions of subdivision (a) shall apply and control unless, within 45 days of the damage or destruction, THE ASSOCIATION shall meet and elect to proceed as provided in subdivision (b). If the Board of Directors has already commenced construction of the repairs, restoration or reconstruction, or has entered into contracts to do so, the provisions of subdivision (b) do not apply.

13. ASSOCIATION OF UNIT OWNERS.

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

(b) The DECLARANT shall have the power to appoint and remove the officers of the BOARD until the fourth building is constructed (and the units of all four buildings are sold but not beyond two years from the date hereof) at which time the owners of all of the units (including those not yet constructed for which the DECLARANT shall have one vote for each unit) shall elect the entire BOARD. However, nothing here shall contradict the earlier

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appointment of members to the BOARD as required by Section 703.15 (2) (d) of the Wisconsin Statutes.

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

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

(e) Without limiting the powers of THE ASSOCIATION, it shall have the power to make contracts and incur liabilities; regulate and impose charges for the use of common elements; cause additional improvements to be made as part of the common elements; acquire, hold, incumber and convey any right, title or interest in or to real property; grant easements through or over the common elements; receive any income derived from payments, fees or charges for the use, rental or operation of the common elements; and grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of the unit or of any other portion of the condominium.

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

15. EASEMENTS.

(a) Encroachments. In the event that, by reason of the construction, reconstruction, settlement or shifting of the building, or the design or construction of any unit, any part of the common area or facilities encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common area or facilities or any other unit, or, if by reason of the design or construction or utility systems, any main pipes, ducts, or conduits serving more than one unit encroach or shall hereafter encroach upon any part of any unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space shall exist for the benefit of such unit and the common area or facilities, as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroach-

ment to be created in favor of the owner of any unit or in favor of the owner of the common areas or facilities, if such encroachment occurred due to the willful conduct of said owner or owners.

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

(c) Easements Units. Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the units, whether or not such easements lie in whole or in part within the unit boundaries.

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

16. USE OF COMMON ELEMENTS AND FACILITIES.

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

(b) Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise provided herein, management, repair, alteration and improvement of the common elements shall be the responsibility of THE ASSOCIATION. THE ASSOCIATION, acting through the Board of Directors, may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by a management contract (which shall not exceed two years in duration) which shall provide for reasonable compensation of said manager or managing agent to be paid out of the maintenance fund hereinafter provided. The initial management contract is between DECLARANT and Kenall Enterprises Inc.. This contract is on a month to month basis and may be cancelled, renewed or renegotiated by the BOARD after DECLARANT turns control of THE ASSOCIATION over to the unit owners as provided in 13 (b) hereof.

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17. MAINTENANCE OF UNITS.

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

(b) By Each Owner. The responsibility of each owner shall be as follows:

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

(2) To maintain, repair and replace at his expense such portions of the appurtenances to his unit and of any exclusive use area licensed, granted or otherwise assigned to such owner, as the Board shall from time to time determine, until such

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time as the Board determines to the contrary, each owner shall be responsible for the repair, maintenance and appearance of all windows and all associated structures and fixtures therein, which are appurtenances to his unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions, and ordinary wear and tear of such appurtenances.

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

(4) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the unit unless the written consent of THE ASSOCIATION, acting through the Board of Directors, is obtained.

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

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

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

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

18. REPAIRS TO COMMON ELEMENTS AND FACILITIES NECESSITATED BY OWNER'S ACTS. Each owner agrees to maintain, repair and replace at his expense all portions of the common elements or facilities which may be damaged or destroyed by his own act or neglect.

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

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

(b) Obstruction of Common Elements and Facilities. There shall be no obstruction of the common elements and facilities nor shall anything be stored in the common elements without the prior consent of THE ASSOCIATION except as herein expressly

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

21. DETERMINATION AND PAYMENT OF ASSESSMENTS.

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

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provided. Each owner shall be obligated to maintain and keep in good order and repair his own unit.

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

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

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

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

(g) Impairment of Structural Integrity of Building.

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

(h) Prohibited Activities and Signs. No industry, business, trade or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the property or in any unit therein. The right is hereby given THE ASSOCIATION or its representatives to place "For Sale" or "For Rent" signs on any unit or on the property for the purpose of facilitating the disposal of units by any owner, mortgagee or THE ASSOCIATION.

(i) Alterations of Common Elements or Facilities.

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

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

(a) Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by THE ASSOCIATION or the Board of Directors for THE ASSOCIATION, or the breach of

any covenant or provision contained herein, shall give THE ASSOCIATION the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon the property in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof and THE ASSOCIATION, or the Board of Directors, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

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

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

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

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

(c) Reserve for Contingencies and Replacements.

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

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

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

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

(f) Books and Records. The Board of Directors shall keep full and correct books of account, and the same shall be open for inspection by any owner or any representatives of an

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owner duly authorized in writing, at such reasonable time or times during normal business hours as may be required by the owner.

Upon 10 days notice to the Board of Directors and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

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

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

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

22. FAILURE TO ENFORCE DOES NOT ABROGATE. No terms, obligations, covenants, conditions, restrictions or provisions

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

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

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

25. AMENDMENTS. This Declaration may be amended as provided by law with the approval of 25 of the 28 unit owners, and then only in conformity with applicable laws and zoning, where applicable.

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

IN WITNESS WHEREOF, Hudworth Inc. has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its President and attested by its Secretary this 12th day of May, 1981.

HUDWORTH INC.

BY:

Richard L. Kenall
Richard L. Kenall, President

BY:

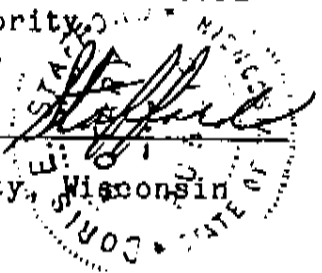
Frederick A. Meyer
Frederick A. Meyer, Secretary

STATE OF WISCONSIN)

: ss

ST. CROIX COUNTY)

Personally came before me this 12th day of May, 1981, Richard L. Kenall, President, and Frederick A. Meyer, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Dennis E. Hoffert
Notary Public
St. Croix County, Wisconsin
My Commission: 

THIS INSTRUMENT DRAFTED BY:

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

CONSENT OF MORTGAGEE

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


Dated this 12th day of May, 1981.

SOMMERS LANDING, INC.

BY:


Allen P. Penfield

BY:


Sandra J. Penfield

C. A. RICHARDS
ROBERT F. WALL
CHARLES E. HARRIS

RICHARDS, WALL & HARRIS
ATTORNEYS AT LAW
522 Second Street
P. O. Box 151
Hudson, Wisconsin 54016

TELEPHONE: (715) 386-5881
TWIN CITIES: (612) 436-5976

In reply, refer to file #

February 7, 1985

Mr. Larry Mitchell
c/o SSG Corporation
1207 Coulee Road
Hudson, WI 54016

Dear Larry:

Enclosed is a copy of the amendments I prepared both to the declaration and the bylaws of Winbrook Townhouse Condominiums. These were never completed to my knowledge.

The prohibition on pets is contained in Section 19(E), on page 13, of the declaration. According to Section 703.09(2) of the Wisconsin Statutes, amendments to the declaration must be made by not less than 75% of the unit owners but Section 25, on page 22, of the declaration requires a higher percentage than that, 25 of 28 or 89% to change the declaration. The previous proposed amendments, a copy of which I enclose, do nothing regarding changing the percentage of the unit owners required to amend the declaration.

The bylaws, according to Wisconsin Statutes Section 73.10(5), permit amendment of the bylaws by not less than 67% of the unit owners but the original bylaws as adopted by the developer, as #24 on page 11 of the bylaws, requires 23 of the 28 unit owners or 82% to agree to amend the bylaws. The proposed amendments I drafted previously raised this to 25 or 89% required to change the bylaws.

I hope that this has been helpful.

Very truly yours,
RICHARDS, WALL & HARRIS

BY:

Robert F. Wall
Robert F. Wall

RFW:11b

Enc.

AMENDMENTS TO DECLARATION OF CONDOMINIUM,
WINBROOK TOWNHOUSE CONDOMINIUM

We, all of the owners of Winbrook Townhouse Condominium, hereby amend the Declaration of Condominium and By-Laws of Winbrook Townhouse Condominium Association, Inc. dated May 12, 1981 and recorded May 13, 1981 at the Register of Deeds Office for St. Croix County, Wisconsin in Volume "629", page 186 et seq, as instrument #370831. The following provisions of the Declaration are hereby amended to read (in place of that provided in the original Declaration):

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

(b) If all of the owners should decide not to repair, restore or reconstruct the damaged premises, then the provisions of Section 703.26 of the Condominium Ownership Act and any applicable state, county or village zoning or subdivision ordinances shall apply, if applicable. If all of the unit owners vote not to repair, restore or reconstruct the damaged premises, all insurance proceeds shall be payable to the unit owners and any mortgagees of such unit owners as their respective interests may appear.

13. ASSOCIATION OF UNIT OWNERS.

(a) The affairs of this condominium shall be governed by a non-profit corporation to be known as Winbrook Townhouse Condominium Association, Inc., referred to herein as "The Association", having the powers and duties specified in

Chapter 703 of the Wisconsin Statutes. THE ASSOCIATION shall govern in accordance with the powers and duties specified in Chapter 703 and in accordance with this Declaration and the By-Laws adopted to govern THE ASSOCIATION, the initial By-Laws being filed herewith. Each owner, at the time of purchase of a unit, without further action, shall become a member of THE ASSOCIATION, except that where a unit is owned by two or more persons, they shall together have only one membership, and one vote for the unit, and if any person owns more than one unit, that person shall have a membership for each unit. Only an owner of a unit may be a member of THE ASSOCIATION, non-owners being excluded from membership. A sale or transfer of a unit, but not a mortgage thereof, shall terminate the membership of the seller. THE ASSOCIATION shall be governed by a Board of Directors consisting of five members. Every reference to "Board" in this Declaration refers to such Board of Directors.

19. COVENANTS AND RESTRICTIONS.

(e) Pets. No more than one dog or one cat may be kept in unit. THE ASSOCIATION shall determine the amount and terms of fees to be assessed for the privilege of keeping these animals. No other pets may be kept on or in the units, limited common elements or common elements.

The following provisions of the BY-LAWS OF WINBROOK TOWNHOUSE CONDOMINIUM ASSOCIATION, INC. are amended to read (in place of that provided in the original By-Laws):

10. NUMBER AND QUALIFICATIONS OF BOARD OF DIRECTORS.

The administration and direction of the property shall be vested

in the Board of Directors (hereinafter sometimes called the "Board") consisting of five persons who shall be elected in the manner hereinafter provided. Each member of the Board of Directors shall be one of the owners; provided, however, that in the event an owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board of Directors.

4. ANNUAL MEETINGS. The initial meeting of the voting members shall be held upon ten days written notice given by Hudworth Inc. when a sale of at least four of the buildings to be constructed on the property pursuant to the Declaration of Condominium has been completed but not later than one year from the date of the recording of these By-Laws. Hudworth Inc. shall have one vote for each unit which has already been constructed which it still owns and one vote for each of the condominium units not yet completed. After the initial meeting, the annual meeting shall be held the first Tuesday in December of each year. Ten days written notice shall be given prior to an annual meeting. If the annual meeting is held on a day other than the first Tuesday in December, written notice must be given 20 days before the meeting.

19. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the unit owners. In general, he shall perform all the duties incident to the office of

Secretary. The Secretary shall count all votes at meetings of THE ASSOCIATION.

13. ELECTION. All members of the Board of Directors shall serve one year terms or until the next annual meeting, whichever occurs first. Directors may be reelected and serve as many terms as they are chosen by the members. There is no limitation on the number of directors from any one or more buildings making up the units.

24. AMENDMENTS. These By-Laws may be amended at any time, by a vote of 25 of the units owners, but no amendment shall be inconsistent with the provisions of Chapter 703 of the Wisconsin Statutes.

25. DETERMINATION AND PAYMENT OF ASSESSMENTS. All provisions of the Declaration dealing with the manner of assessing and collecting assessments for common expenses are hereby ratified and affirmed and incorporated into these By-Laws as though set forth here in full.

Dated this 14th day of May, 1982.