

**DECLARATION OF CONDOMINIUM FOR
THE LANDINGS CONDOMINIUM**

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**DECLARATION OF CONDOMINIUM
FOR
THE LANDINGS CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this ____ day of _____, 2006, by Three Rivers Condominiums, Inc., a Wisconsin corporation (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Real Property (as defined in Section 2.02), together with all improvements to be constructed thereon and all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "The Landings Condominium."

2.02 Legal Description. The land comprising the Property (the "Real Property") is located in the City of LaCrosse, County of LaCrosse, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof. The Real Property is shown on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat").

2.03 Address. The address of the Condominium is 14 Copeland Avenue, LaCrosse, Wisconsin 54601.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall consist one (1) four (4)-story building (the "Building") that includes a parking area (the "Parking Area") located on the first level of the Building together with the Common Elements, including Limited Common Elements, as described in Article IV hereunder. The Condominium shall contain a total of Eighty-eight (88) condominium units (individually a "Unit" and collectively the "Units"). The Units are shown and identified by number on the attached Condominium Plat. The Condominium Plat also shows the floor plans for the Building and the layout, boundaries and dimensions for each Unit.

3.02 Types of Units. The Building contains two (2) types of Units:

(a) Forty-four (44) of the Units, Units 101-113, inclusive, Unit 115, Units 201 – 215, inclusive, and Units 301-315, inclusive are residential units (the "Residential Units"); and

(b) Forty-four (44) of the Units, Units 1 through 44, inclusive are interior parking stalls within the Parking Area (the "Parking Units").

The term "Units," as used herein, shall refer collectively to the Residential Units and the Parking Units and the term "Unit" shall refer to any one (1) of the Units.

3.03 Boundaries of Units.

(a) Residential Units.

(i) Upper Boundary. The upper boundary of each Residential Unit shall be the horizontal plane of the lower surface of the structure supporting the ceiling, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of each Residential Unit shall be the horizontal plane of the upper surface of the uncovered or unfinished surface of the floor, extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundaries. The perimetrical boundaries of each Residential Unit shall be, in the case of walls separating the Residential Unit from Common Element corridors, lobbies and hallways, the vertical

planes having elevations that coincide with the inside surface (i.e., facing into the Residential Unit) of that layer of the unfinished drywall that is closest to the Common Element corridors, lobbies and hallways, or in the case of exterior walls, the vertical planes having elevations that coincide with the inside surface of the outermost walls that form the Building's exterior (or, in the case of exterior windows, the vertical planes having elevations that coincide with the interior surface of such windows), or, in the case of demising walls, the midpoint of such walls.

(b) Parking Units.

(i) Upper Boundary. The upper boundary of each Parking Unit shall be the horizontal plane of the lower face of the Parking Area ceiling, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of each Parking Unit shall be the horizontal plane of the uncovered or unfinished upper surface of the concrete Parking Area floor, extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundaries.

[a] For any sides of the Parking Unit as shown on the Condominium Plat that abut walls of the Parking Area or support pillars or beams located in the Parking Area, the perimetrical boundaries shall be the vertical planes having elevations that coincide with the finished surfaces of such walls, support pillars or beams.

[b] For all other sides of any Parking Unit, the perimetrical boundaries shall be the vertical planes extending from the outline of such Parking Unit as shown on the Condominium Plat upward from the lower boundary to the upper boundary of the Parking Unit.

3.04 Additional Items Included as Parts of Units. The Unit shall also include each of the following items that serve the Unit, whether or not located within the boundaries described in Section 3.03:

(a) Residential Units.

(i) Interior floor-, wall- and ceiling-mounted electrical fixtures and the recessed junction boxes serving them;

(ii) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them;

(iii) Floor, wall, baseboard or ceiling electrical outlets and the switches and the junction boxes serving them;

(iv) Plumbing fixtures, hot water heaters, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Residential Unit; and

(v) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Residential Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Residential Unit, condensers and all connections thereto serving each Residential Unit.

(b) Parking Units. (None).

3.05 Items Not Included as Part of Units. Specifically not included as part of a Unit are those structural components of the Building and any portion of the plumbing, electrical or mechanical systems of the Building serving more than one (1) Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one (1) Unit are Common Elements.

3.06 Unit Owners. The term "Unit Owner" shall mean any owner of a Unit, the term "Residential Unit Owner" shall mean any owner of a Residential Unit and the term "Parking Unit Owner" shall mean any owner of a Parking Unit. A Unit may be owned by more than one (1) Unit Owner. More than one (1) Unit Owner (whether or not they own the same Unit) shall be referred to collectively as the "Unit Owners," the "Residential Unit Owners," and the "Parking Unit Owners," as the case may be.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") include the Real Property, all easements, rights and appurtenances pertaining thereto and all other parts of the Condominium not part of any Unit, including without limitation the following, whether now or in the future located in the Condominium: all portions of the Building (other than Units), the common fitness area and party room, elevators, common lobbies, common restrooms, common stairways, landings, driveways, sidewalks, access ways, common hallways and entrances and exits; entrance signage and directories; mailbox islands; landscaping; utility and janitor closets; designated common storage areas; all garage doors, garage door operating mechanisms and additional unassigned parking stalls in the Building; paved driveway, light poles, entrance piers, unassigned surface parking stalls, private streets, pedestrian walkways, if any, and bicycle pathways, if any, situated on the Property; the foundations, columns, pilasters, girders, beams, balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses and roof); and those items listed in Section 3.03 that are not included as part of any Unit.

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements". The following Common Elements shall be reserved for the exclusive use of one (1) or more Unit Owners as described herein:

(a) Residential Limited Common Elements. The following Common Elements shall be reserved for the exclusive use of one (1) or more Residential Unit Owners as described herein:

(i) All decks and balconies attached to each Residential Unit;
and

(ii) The mailbox appurtenant to each Residential Unit, which shall be reserved for the exclusive use of the Residential Unit Owners of such Residential Unit; and

(iii) All entrance and exit doors and windows and all appurtenant locking mechanisms and hardware which serve exclusively any Residential Unit shall be reserved for the exclusive use of such Residential Unit Owner.

- (b) Parking Unit Limited Common Elements. (None).

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of the Building, or as a result of settling or shifting of the Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of the Building, or as a result of settling or shifting of the Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.05, the square footage of all affected Units or Common Elements shall continue to be determined by the square footages shown on Exhibit C for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests in the Common Elements. The undivided percentage interest in the Common Elements appurtenant to each Residential Unit shall be the percentage set forth on Exhibit C attached hereto and made a part hereof. There shall be no undivided percentage interest in the Common Elements appurtenant to any Parking Unit.

5.02 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include all Limited Common Elements appurtenant to such Unit and the Unit Owner's undivided percentage interest in the Common Elements as set forth in Section 5.01 that are appurtenant to such Unit even though such interests are not expressly described or referred to therein.

5.03 Voting. Each Residential Unit Owner shall have one (1) vote appurtenant to such Residential Unit at meetings of the Association (as defined in Article VI). No votes shall be appurtenant to any Parking Unit.

5.04 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws (as defined in Section 6.01).

5.05 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The Bylaws may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

CONDOMINIUM ASSOCIATION

6.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "The Landing Condominium Owners Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and

Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time, and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

6.02 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 6.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) three (3) years from such date, unless the statute is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of Seventy-Five Percent (75%) of the Common Element interest to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

6.03 Board of Directors. The affairs of the Association shall be governed by a board of directors (the "Board of Directors"). Prior to the conveyance of Twenty-Five Percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least Twenty-Five Percent (25%) of the directors on the Board of Directors. Prior to the conveyance of Fifty Percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least Thirty-Three and One-Third Percent (33 1/3%) of the directors on the Board of Directors. Within thirty (30) days after the earlier to occur of (i) the third anniversary of the date this Declaration is recorded or (ii) the conveyance of Seventy-Five Percent (75%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners shall elect all of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 6.02 and this Section 6.03, the percentage of Common Element interest conveyed shall be calculated by dividing number of Units conveyed by forty-four (44). The Board of Directors shall consist of at least three (3) directors at all times.

6.04 Maintenance, Repair, and Replacement.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements, including the Limited Common Elements (except patios and balconies) and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing, maintaining, repairing, and replacing all Limited Common Elements (except patios and balconies) except as otherwise set forth hereunder, for snow plowing all sidewalks, driveways, private streets, parking areas, the maintenance, repair and replacement of all outdoor amenities, including without limitation all lawns, landscaping, sidewalks, bicycle paths, driveways, signage, and parking areas. The Association shall also be responsible for obtaining utility and janitorial service for, and shall maintain, repair and replace, the indoor Common Elements located within the Building. The Association shall also be responsible for maintenance, repair and replacement of each Parking Unit.

(b) Units. Each Residential Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Residential Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01. Each Residential Unit shall at all times be kept in good condition and repair. If any Residential Unit or portion of a Residential Unit for which a Residential Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Residential Unit Owners of such Residential Unit, shall have the right to correct such condition or to restore the Residential Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Residential Unit for the purpose of doing so, and the Residential Unit Owners of such Residential Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Residential Unit as a Special Assessment under Section 6.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Element or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit; or (ii) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any

committee thereof); or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration; the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

6.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 6.04(a) and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; maintenance, repairs and improvements to and replacement of the Common Elements and Limited Common Elements except for the decks that are enclosed pursuant to Section 4.03 and except as otherwise stated herein; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

6.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") (together with the Special Assessments referred to herein as the "Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements, except that until occupancy permits have been issued for all Residential Units, the General Assessments for insurance premiums shall be levied evenly against all Residential Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, during the period of Declarant control of the Association, as set forth in Section 6.02 above, any Unit owned by Declarant (individually, an "Unsold Unit" and collectively, the "Unsold Units") shall be exempt from Assessments for Common Expenses until such Unsold Unit is sold provided that the total amount assessed against all Units other than the Unsold Units (collectively, the "Sold Units") does not exceed the amount that equals the Sold Units' budgeted share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget under Article X of the Bylaws. The Declarant shall be liable for the balance of the actual Common Expenses in excess of the annual budget.

EXAMPLE: In a scenario where Declarant controls the Association, there are Unsold Units and Sold Units, the Association annual budget is \$50,000, and actual Association expenses for the year are \$60,000; the owners of the Sold Units are responsible for the \$50,000 budget and the Declarant is responsible for the \$10,000 spent in excess of the budget.

6.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.04 and Article XIII, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

6.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.06 and Section 10.06, such Common Surpluses may either be used for such other purposes as the Association may determine, or may be credited against future Assessments against each Unit. The amount of each Unit's credit shall be equal to the Common Surplus times a fraction, the numerator of which shall be all Assessments charged against such Unit during the Association's previous fiscal year, and the denominator of which shall be the total amount of all Assessments charged against all Units during the Association's previous fiscal year.

EXAMPLE: The Association assesses Assessments of \$10 per year from Unit 101, and assesses Assessments of \$100 per year from all Units, including Unit 101. Thus, if the Common Surplus is \$50, Unit 101's credit would be $\$50 \times 10/100$, or \$5.

6.09 Certificate of Status. The Association shall, within fourteen (14) days of receiving a written request from an owner, purchaser, or mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Unit Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Condominium Ownership Act.

ARTICLE VII

ALTERATIONS AND USE RESTRICTIONS

7.01 Unit Alterations.

(a) A Residential Unit Owner may make improvements and alterations within its Residential Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and shall not impair any easement. Prior to the commencement of any improvement or alteration, such Residential Unit Owner must submit to the Association for approval all plans and specifications for the improvement or alteration, a certificate of insurance for the Residential Unit Owner's contractor, and a valid building permit. A Residential Unit Owner may not change the dimensions of or the exterior appearance of a Residential Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration which changes the exterior dimensions of a Residential Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Building, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one (1) or more adjoining Units, the Unit Owner's percentage interest in the Common Elements shall be equal to the combined percentage interest of all such Units.

7.02 Boundary Relocation and Merger. Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. Two (2) or more Units may be merged into a single Unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated and no Units may be merged hereunder without the consent of all Owners and mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation or merger of Units shall provide to the Association for review complete plans and specifications for the relocation or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the Building. Furthermore, each Unit applying for boundary relocation or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation or merger, the percentage interests shall be reallocated as follows:

(a) In the case of the boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the percentage interests of the two (2) Units whose boundary is being reallocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined in the same manner.

(b) In the case of the merger of two (2) or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the

Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(c) An amendment to the Declaration or the Condominium Plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and the mortgagees of the affected Units.

7.03 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a Special Assessment to the affected Units in accordance with Section 6.07.

7.04 Use and Restrictions on Use.

(a) Residential Units. Each Residential Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Residential Unit shall be deemed to be used for single-family residential purposes if it is occupied by no more than one (1) family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two (2) unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from any Residential Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Residential Unit Owner from:

(i) maintaining his or her personal professional library in his or her Residential Unit;

(ii) keeping his or her personal business or professional records or accounts in his or her Residential Unit;

(iii) handling his or her personal or business records or accounts in his or her Residential Unit; or

(iv) handling his or her personal business or professional telephone calls or correspondence from his or her Residential Unit.

Nothing in this Section 7.04 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

(b) Parking Units. Each Parking Unit shall be used solely for parking fully operational vehicles.

7.05 Use of Units by Declarant. Notwithstanding anything else contained in this Declaration, Declarant shall be entitled to use all Units owned by Declarant as models and for sales and leasing activities, and Declarant reserves the right to erect signs, lighting and entryway features at the entrances to the Condominium and to erect appropriate signage and lighting within the Units and elsewhere relating to the sale or leasing of Units.

7.06 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 8.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

7.07 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

(a) the term of any such lease shall not be less than six (6) consecutive months to each tenant;

(b) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same;

(c) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation; and

(d) in the case of Parking Units, said Units are leased only to occupants of Residential Units.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance. During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 7.07 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

7.08 Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one (1) Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

7.09 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste.

7.10 Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

7.11 Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery within the Common Elements without the prior written consent of the Association.

7.12 Tax Exempt Use. During the term (the "Development Agreement Term") of the Amended & Restated Northside Development of La Crosse Development Agreement by and among the City of La Crosse (the "City"), Northside Development of La Crosse, LLC, the City of La Crosse Redevelopment Authority and Declarant (the "Development Agreement"), the Property shall not be used in any manner which causes the Condominium or any portion thereof to become tax-exempt (the "Tax-Exempt Property"). If the Condominium becomes exempt from property taxes under Chapter 70 of the Wisconsin Statutes, or any amendments thereto, for any reason, the City may fix a sum to be paid annually in lieu of such taxes (the "Exemption Payment") for the services, improvements or facilities furnished to the Condominium by the City and in no event

shall such sum exceed the amount that would be levied as annual property tax of such City upon the Condominium, including the amount that would be levied upon any personal property other than merchandise for sale. The then-current owners of the Tax-Exempt Property shall pay the Exemption Payment within sixty (60) days of receiving written notice from the City indicating the amount due.

ARTICLE VIII

INSURANCE

8.01 Fire and Extended Loss Insurance. The Board of Directors shall, obtain and maintain fire, casualty, and special form insurance coverage for the Condominium in an amount equal to the greater of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) or the full replacement value of the Condominium (excluding the land) and for the Association's service equipment, supplies and personal property in an amount equal to the full replacement value. Insurance coverage for the Condominium shall be reviewed and adjusted by the Board of Directors from time to time to ensure that the required coverage is at all times provided. The insurance, if any, maintained by the Association shall be written on the Condominium in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any mortgagee (as defined in Section 11.01) as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

8.02 Public Liability Insurance. The Board of Directors shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other

Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

8.03 Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than Fifty Percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

8.04 Unit Owners' Insurance. Each Unit Owner shall insure all of its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element), any insurable portion of the Unit not covered by the Association's insurance as specified herein and, during the Development Agreement Term, fire, casualty and special form insurance coverage for its individual Unit in an amount equal to the full replacement value of such Unit. Each Unit Owner shall also maintain in effect at all times a comprehensive homeowner's liability policy. Each such policy shall name the Association as an additional insured. The homeowner's liability policy shall provide for coverage in the minimum amount of at least Three Hundred Thousand Dollars (\$300,000.00) per occurrence for personal injury and/or property damage or such higher minimum as is needed in the discretion of the Association to comport with the prevailing commercial practice. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Unit Owner's own property insurance coverage shall be excess coverage only and the insurance obtained by the Association, as required under Section 8.01, shall at all times be primary coverage. Unit Owners are encouraged to submit copies of the disclosure materials for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.

8.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be

effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

8.06 Standards for All Insurance Policies. All insurance policies provided under this Article VIII shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE IX

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to Fifty Thousand Dollars (\$50,000.00) times the number of Residential Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Residential Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one (1) Residential Unit are cast in favor of such repair or reconstruction. Notwithstanding anything stated herein to the contrary, if the Condominium or any portion thereof is damaged or partially or totally destroyed during the Development Agreement Term, Declarant shall promptly repair, rebuild or restore that property which has been damaged or destroyed in a manner consistent with the project plan.

9.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (a) a majority of the first mortgagees (one (1) vote per mortgaged Unit) approve of the variance from such plans and specifications; and (b) the Board of Directors authorizes the variance in the case of reconstruction of or repair to the Common Elements. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association, as trustee pursuant to Section 8.01, shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 9.06.

9.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to Common Elements shall be levied against each Unit in proportion to the percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds". It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be treated as a Common Surplus under Section 7.09.

9.07 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

9.08 Partition and Sale Upon Consent. If the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for LaCrosse County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective percentage interest in the Common Elements.

ARTICLE X

CONDEMNATION

10.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be treated as a Common Surplus under Section 6.08.

10.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

10.03 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless Seventy-Five Percent (75%) of the Unit Owners and a majority of the first mortgagees (one (1) vote per mortgaged Unit) shall authorize a variance from such plans and specifications. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances. The Association shall not authorize any variance that changes the size or footprint of the original Building as set forth on the Condominium Plat.

10.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

10.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be levied against each Unit in proportion to its respective percentage interest in the Common Elements.

10.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for

taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in accordance with their respective Units' percentage interests in the Common Elements.

10.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be adjusted based on the square footage of the remaining Units (or portions thereof) in accordance with Section 5.01 and without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units.

ARTICLE XI

MORTGAGEES

11.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

- (a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.
- (b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations.
- (c) Any physical damage to the Common Elements in an amount exceeding Ten Percent (10%) of the replacement value of such Common Elements.

11.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XII of this Declaration, neither Section 11.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

11.03 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

11.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for LaCrosse County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIII

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. (Nothing herein shall be deemed to limit the rights of the City of LaCrosse or the County of LaCrosse to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration.) Such period of thirty (30) days shall be considered to be a period for

the consideration of the petition by the Association. In the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VI. The Association shall have the right to impose a schedule of fines pursuant to the Rules and Regulations, and may levy such unpaid fines as Special Assessments.

ARTICLE XIV

GENERAL

14.01 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of the Board of Directors, the rights to grant to the City of LaCrosse and County of LaCrosse or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.02 Right of Entry. By acceptance of a Condominium deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 6.04. Such entry shall be made with seventy two (72)-hour prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

14.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 14.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and such secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

14.04 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

14.05 Agent for Service of Process. The Declarant shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving Heritage Property Management LLC, 119 North 19th Street, LaCrosse, Wisconsin, 54601, provided, however, that the Board of Directors may at any time by duly-adopted resolution designate a successor resident agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

14.06 Assignment of Declarant's Rights. The rights granted to the party named as Declarant in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, Declarant under this Declaration.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

LEGAL DESCRIPTION

LOT 4, CERTIFIED SURVEY MAP, VOLUME 12, PAGE 108, BEING PART OF GOVERNMENT LOT 1, SECTION 32, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN.

EXHIBIT B
CONDOMINIUM PLAT

EXHIBIT C

PERCENTAGE INTERESTS IN COMMON ELEMENTS

Unit	% Interest		Unit	% Interest
101	2.2%		212	1.7%
102	2.2%		213	2.1%
103	2.1%		214	2.2%
104	2.7%		215	2.2%
105	2.5%		301	2.1%
106	2.5%		302	2.2%
107	2.1%		303	2.0%
108	1.7%		304	2.7%
109	2.1%		305	2.5%
110	1.8%		306	2.5%
111	2.5%		307	2.8%
112	3.2%		308	1.7%
113	2.1%		309	2.8%
115	2.2%		310	1.8%
201	2.1%		311	2.5%
202	2.2%		312	1.7%
203	2.0%		313	2.1%
204	2.7%		314	2.2%
205	2.5%		315	2.2%
206	2.5%		TOTAL	100%
207	2.8%			
208	1.7%			
209	2.8%			
210	1.8%			
211	2.5%			