

344157

Lots 20 & 21 Woodridge City Meno.

VOL. 314 RECORDS PAGE 231

REGISTER'S OFFICE

DUNN COUNTY, WISCONSIN

Received for record the 28th dayof July A.D., 19 82at 11:40 A. M. and recorded inVol 314 of Records on page 231-243CONDOMINIUM DECLARATION OFWOODRIDGEA CONDOMINIUM

HERB D. SCHUTZ, Register of Deeds

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin (Chapter 703, Wisconsin Statutes) this 21st day of June, 1982, by Woodridge Associates, a joint venture consisting of The Foster Group, Ltd., a Wisconsin corporation, and Kirk Associates, Inc., a Wisconsin corporation (hereinafter referred to as "Declarant").

Article 1. Purpose and Name: The purpose of this declaration is to subject the land hereinafter described and the improvements to be constructed thereon to the condominium form of ownership in the manner provided by the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, and by this Declaration. The Declarant hereby declares that it is the sole owner of the real property described in Article 3 hereof together with all buildings and improvements thereon which are intended to be subjected and are hereby subjected to the condominium form of use and ownership as provided in the CONDOMINIUM OWNERSHIP ACT, Chapter 703 of the Wisconsin Statutes, and this declaration, which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

The name of the condominium created by this Declaration is Woodridge, a Condominium; the address of the condominium is Woodridge Court, Menomonie, Wisconsin.

Article 2. Definition: Unless the context of this Declaration requires otherwise, the definitions of the words used herein, in the By-Laws, in the Articles of Incorporation, and in any other documents executed pursuant to the Condominium Declaration shall be those set forth in Wisconsin Statutes Chapter 703.

Article 3. Description of Land: The property submitted and subjected to the provisions of the Condominium Ownership Act and this Declaration is described as follows:

Lot Twenty-one (21) of Woodridge, located in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-five (35), Township Twenty-eight (28) North, Range Thirteen (13) West, City of Menomonie, Dunn County, State of Wisconsin.

THE DINGA LAW FIRM
3 WILSON AVENUE
MENOMONIE, WIS. 54751
715-235-4216

All as is described in the Condominium Plat attached hereto as Exhibit "A" and incorporated herein by reference as a portion of this Condominium Declaration.

Article 4. Description of Buildings: The condominium improvements consist of eight buildings with two units in each building. The description of the buildings constructed and to be constructed on said real estate is shown in Exhibit "A" - Part 2, and incorporated herein by reference as part of this Condominium Declaration. All of said buildings contain a single story at ground level with attached single car garage and basement, and are constructed of concrete, brick and wood.

Article 5. The Units: The unit numbers and letters of the units contained in said buildings in Exhibit "A" - Part 1, are as follows: 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7D, 8A and 8B.

Each future owner shall be entitled to the exclusive ownership and possession of such owner's unit in accordance with the terms of this Declaration. Each unit, together with its undivided interest in the common elements, shall for all purposes constitute real property.

The location, approximate area and dimensions, limited common elements, and common elements to which each unit has access is set forth in Exhibit "A". The legal description of each unit shall consist of its number and letter. Every deed, lease, mortgage, or other document may describe a unit by its identifying number and letter shown on Exhibit "A", and such description shall be good and sufficient for all purposes. No unit owner may subdivide his unit smaller than that shown on Exhibit "A". Each unit shall consist of the space enclosed and bounded by the interior surfaces of the floors and ceilings and perimeter walls of such unit as shown on Exhibit "A", subject to any encroachment created by settlement or moving of the building, or permissible repairs or modifications which are deemed valid easements for the benefit of such unit owners, or the common element, as the case may be, excepting such as may be created by willful conduct.

Article 6. Description of Common Elements and Facilities: The common elements and facilities shall consist of all of the property designated on the Condominium Plat (Exhibit "A") as common elements, not occupied by the buildings themselves and not designated as limited common elements.

All easements and rights described herein are appurtenant, running with the land, perpetual, binding on the undersigned, its successors and assigns, and where designated as common elements, shall constitute such common elements pursuant to this Condominium Declaration.

Article 7. Description of Limited Common Elements:
The driveway and deck or patio of each unit are limited common elements as shown on the Condominium Plat (Exhibit "A") and shall be for the exclusive use of the unit owner whose unit abuts on such limited common elements.

Article 8. Percentage Interests: The percentage of undivided interest in the common elements and facilities appertaining to each unit and its owner for all purposes, including voting, shall be six and 25/100 (6.25%) for each of the units and each unit shall have one vote. Such percentage interest may be altered if the Declarant elects to expand the property subject to this Declaration. The provisions of Article 12 govern such expansion.

Each unit owner shall own an undivided interest, in the percentages hereinbefore set forth, in the common elements as a tenant in common with all other unit owners, and, except as may otherwise be limited in this Declaration, shall have the right to use and occupy the common elements for all purposes incident to the use and occupancy of his unit as a place of residence, including the right to vote as hereinafter set forth, and such incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. The above percentages shall be permanent and may not change without consent of all unit owners by amendment to this Declaration or through expansion of the property governed by this declaration as provided in Article 12. The building and premises, including all individual unit are to be used solely for residential purposes in strict conformity with the restrictions and covenants set forth in this Declaration.

Article 9. Agent for Service of Process: The name and address of the agent of the association designated for the purpose of receiving service of process shall be Thomas R. Kirk, 1231 Broadway N., Menomonie, Wisconsin. The association may designate a successor to such person authorized to receive service of process in the manner specified in the Association's Articles of Incorporation and By-laws.

Article 10. Damage or Destruction. In case of damage or destruction of all or part of the property, insurance proceeds payable to the Association, if sufficient to re-construct the building, shall be applied to such reconstruction. Reconstruction, as used in this Article 12, means restoring the building to substantially the same condition in which it existed prior to the fire or disaster, with each unit and the common areas and facilities having the same vertical and horizontal boundaries as before.

In case of damage or destruction of all or part of the property if the insurance proceeds are not sufficient to reconstruct the building, then the association of unit owners by the affirmative vote of two-thirds of the unit owners, shall determine whether to rebuild, repair, restore or sell. If the unit owners decide so to construct, all of such insurance proceeds shall be applied to such reconstruction, and the balance of the cost thereof shall be a common expense or the expense of the individual unit owner as the case may be. If, within 90 days of the date of the damage or destruction to all or part of the property, it is not so determined to reconstruct, then Section 703.18 of the Wisconsin Condominium Ownership Act shall be applicable.

Article 11. Easements and Encroachments: Easements are hereby declared and granted for utility purposes, 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, and equipment over, under, along and on any part of the common elements and facilities as they exist on the date of the recording hereof, appear of record and appear on said Exhibit "A". Declarant shall have and hereby reserves the right to grant or create additional temporary or permanent easements, for access, utilities, drainage, water and other purposes incident to development of the condominium provided that such easements do not create a permanent, unreasonable interference with the rights of unit owners.

Article 12. Expansion of Condominium: The Declarant reserves the right at its option to expand the property subject to this Declaration. Declarant or its successors or assigns shall have the right at any time during a period of ten (10) years following the recording of this Declaration, to add any portion or all of the following described property ("the expansion property"):

Lot Twenty (20) of Woodridge, located in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-five (35), Township Twenty-eight (28) North, Range Thirteen (13) West, City of Menomonie, Dunn County, State of Wisconsin.

Declarant shall have such right without approval of the Association, its Board of Directors or Members. Declarant shall not be obligated to add any portion of such expansion property to this Declaration and may elect not to do so.

The expansion property and general outlines of proposed buildings are shown on Exhibit "A" - Part 2. The actual location, size, dimensions and number of buildings may vary. The maximum number of buildings which would be built on the expansion property is 8 and the

maximum number of individual units is sixteen (16). Such buildings and units shall be constructed in a manner which will be reasonably compatible with existing buildings and units in terms of size, exterior appearance, quality of construction, and market value. All additional units would be subject to the terms, conditions, and restrictions in this Declaration as amended from time to time. The Declarant may elect to subject any portion or all of the expansion property to this Declaration by filing a supplemental Declaration setting forth its intention to do so. If the Declarant elects to subject the expansion property to this Declaration, it will have the following effects:

(1) Owners of new units on the expansion property will become members of the Woodridge Association of Menomonie, Inc., and the membership of the Association will be accordingly increased. Each owner of a new unit will have one vote.

(2) The percentage of undivided interests in the common elements of the existing property and the expansion property will be reallocated on the basis of the aggregate undivided interest in the common elements of the combined property. Thus, after expansion, each owner will own a percentage calculated by dividing the number 1 by the sum of the number of units in the existing property plus the expansion property and multiplying by 100.

(3) The obligations for common expenses and the rights to common surpluses of the units owners of expansion property shall be calculated in the same manner as existing unit owners. After expansion, the common expenses and common surpluses shall be shared by each unit owner equally, except as otherwise provided in this Declaration or in the By-Laws.

Article 13. Association: Each unit owner at the time such owner purchases or obtains a unit, whether such unit owner consists of one or more persons, or a corporate entity, shall become one of sixteen (16) members of the association of unit owners, Woodridge Association of Menomonie, Inc. ("the Association"), and shall be entitled to the rights, privileges and responsibilities of the Association without further affirmative action on the part of such unit owner, or notice on the part of the Association. A sale or transfer of any kind of such unit shall terminate membership without further notice or action. Each unit owner shall be entitled to one vote as a member of the Association. If any unit is owner by more than one person, the voting rights with respect to such unit owners consist of only one person in accordance with the proxy or other designation made by the persons constituting the unit owner.

The Association has been incorporated as a Wisconsin Non-Stock Corporation under Chapter 181 of Wisconsin Statutes. The operation and administration of the Association shall be determined by the Articles of Incorporation and By-laws of the Association. The Association shall be governed by a Board of Directors ("the Board") elected by the unit owners.

Article 14. Entry by the Board: The Board of Directors of the Association or its agents or employees shall have the irrevocable right to enter and may enter any unit at reasonable times and upon reasonable notice as may be necessary in connection with any painting, maintenance, repair, replacement, or reconstruction for which the Board is responsible or which the Board has the right or duty to do pursuant to this Declaration. Such entry shall be made with the minimum inconvenience to the unit owners as is practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

Article 15. Violation of Declaration: The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained or contained in the Condominium Ownership Act, shall give the Board the right, in addition to any other rights provided for in this Declaration: (a) to enter upon the unit, or any portion of the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agent, shall not thereby be deemed guilty in any manner of trespass, or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any breach.

Furthermore, if any unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants of this Declaration, the By-Laws, or the regulations adopted by the Board and such violations shall continue for thirty (30) days after notice in writing from the Board or shall occur during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the Board against the defaulting unit owner for a decree of mandatory injunction against the unit owner or occupants, or subject to the prior consent in writing of any mortgagee having

a security interest in the unit of the defaulting unit owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting unit owner's right to occupy, use or control the unit owner by him on account of the breach of covenant and ordering that all the right, title and interest of the unit owner in the property shall be sold (subject to the 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 unit owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting unit 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 unit owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the unit and 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 in the property sold subject to this Declaration.

Article 16. Failure to Enforce: 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.

Article 17. Notices: Notices required or permitted to be given to the Board or any unit owner may be delivered to any member of the Board or such unit owner either personally or by mail addressed to such Board member 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 in the records of the court wherein the estate of such deceased owner is being administered.

Article 18. Restrictions and Covenants: The undersigned Declarant does hereby covenant with all persons who may purchase

parcels of land from them in the property described in Article 3 of this Condominium Declaration, that there shall be imposed on all of said parcels in the deeds of conveyance from the undersigned as Covenants to run with the land, and there is hereby imposed the following restrictions:

(a) Each unit shall be used for single-family residential purposes only and owner of a unit may rent a unit to a single family provided that a unit is rented for a term greater than 30 days subject to all provisions of the Declaration. Family shall mean one or more natural persons each related to the other by blood, marriage, or adoption, or not more than two natural persons not so related who maintain a common household.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board. The right is reserved by the Declarant or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied units, and on any part of the common elements and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any part owned by such mortgagee.

(c) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board except as herein expressly provided. Each unit owner shall be obligated to maintain and keep in good repair the interior of his own unit, its windows, and doors, and the driveway, deck or patio which is a limited common element reserved for the use of his unit and shall not do anything that jeopardizes the soundness or safety of the property, reduces the value thereof, or impairs any easement without first obtaining unanimous consent of all other unit owners.

(d) Nothing shall be done or kept in any unit or in the common elements or limited common elements which will increase the rate of insurance on the unit, or contents thereof, applicable for residential use, without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements.

(e) Unit owners shall not cause or permit anything to be

hung or displayed on the outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(f) No horses, dogs, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in any part of the property.

(g) No exterior television antenna, radio antenna, citizens band radio antenna, shortwave radio antenna, or any other antenna of any type shall be erected or maintained anywhere on any of the units.

(h) No noxious or offensive activity shall be carried on in any unit or on the property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

(i) Nothing shall be done in any unit or in, on, or to the limited common elements which will impair the structural integrity of or which would structurally change the unit or limited common elements except as otherwise provided herein.

(j) No clothes, sheets, blankets, or laundry of any kind or other articles shall be hung out or exposed on any part of the common elements. The common elements and limited common elements shall be kept free and clear of rubbish, debris, and other unsightly materials. Each unit owner shall provide an area for storage of trash and garbage inside such owner's garage. No house trailers or campers may be stored on the premises at any time.

(k) Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board.

(l) No signs or fencing shall be erected except with permission of the Board.

(m) The By-Laws and the Board may impose additional restrictions and covenants not inconsistent with this Declaration.

Article 19. Severability: The invalidity of any restrictions hereby 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 declared to be severable.

Article 20. Declarant Rights: No provision of this Declaration shall be construed to prevent or limit Declarant's rights to complete development of the Condominium property; to complete construction of units; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities; or to post signs incidental to development, construction, promotion, marketing, sales or leasing units. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approval (a) to blast, excavate, cut, fill or grade in connection with construction of units, or (b) to use any unit as a construction, model home or real estate sales or leasing office in connection with the construction or sale of units.

Article 21. Construction: 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 high quality condominium development.

Article 22. Amendments: Provisions of this Declaration may be amended by an instrument in writing setting forth such amendment, signed and acknowledged by at least seventy-five percent (75%) of the unit owners and mortgagees and containing an affidavit of an officer of the Board certifying the authenticity of such amendment.

IN WITNESS WHEREOF, the undersigned Declarant, Woodridge Association, Inc., has caused this Condominium Declaration to be signed by its duly authorized officers in its behalf; all done at Dunn County, Wisconsin, on the 21st day of June, 1982.

KIRK ASSOCIATES, INC.

By :

Thomas R. Kirk
Thomas R. Kirk, President

THE ~~POSTER~~ GROUP, ~~LTD~~

By :

Wayne E. Foster, President

STATE OF WISCONSIN) ss
COUNTY OF DUNN)

I, William H. Thedinga, Notary Public, Dunn County, State of Wisconsin, do hereby certify that personally came before me this 21st day of June, 1982, Thomas R. Kirk, President of Kirk Associates, Inc., and Wayne E. Foster, President of The Foster Group, Ltd., and acknowledge that they executed the foregoing instrument as such officers as the deed of said corporations by its authority and as the deed of Woodridge Associates, a joint venture between said corporations.

William H. Thedinga
William H. Thedinga, Notary Public
Dunn County, Wisconsin
Permanent Commission

Drafted by:

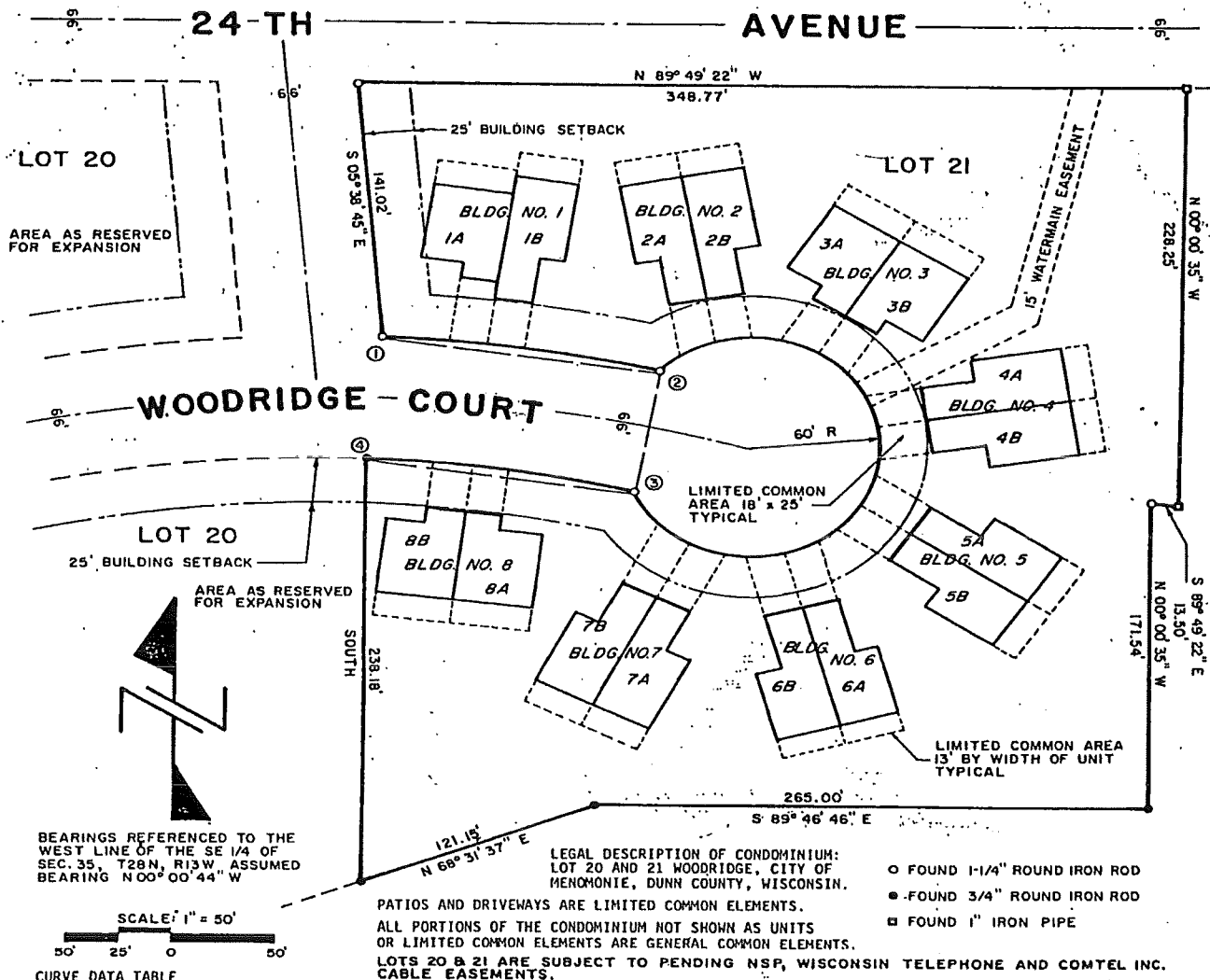
William H. Thedinga
Thedinga Law Firm
Menomonie, WI 54751

WOODRIDGE

A CONDOMINIUM PLAT

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LOCATED IN LOT 20-21 WOODRIDGE
CITY OF MENOMONIE, DUNN COUNTY, WISC.



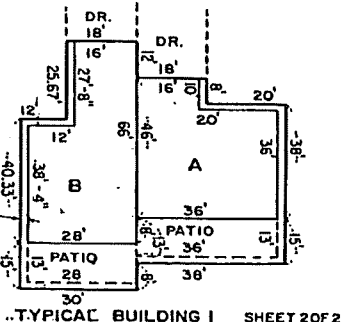
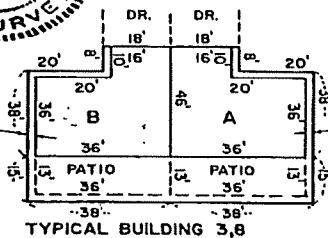
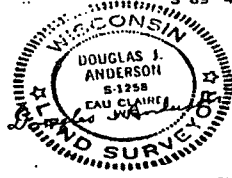
I, DOUGLAS J. ANDERSON, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT HEREON IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED AND FURTHER THAT THE FLOOR PLANS ARE REPRODUCED FROM PLANS FURNISHED BY THE ARCHITECT AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

DATED THIS 21ST DAY OF MAY, 1982, AT MENOMONIE, WISCONSIN.

Douglas J. Anderson
DOUGLAS J. ANDERSON, REGISTERED LAND SURVEYOR #1258

SHEET 1 OF 2

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582056

DUNN COUNTY, WI
REGISTER OF DEEDS
JAMES M. MRDUTT

FIRST AMENDED CONDOMINIUM DECLARATION OF

WOODRIDGE

A CONDOMINIUM

RECORDED ON
09/15/2011 10:10AM

REC FEE: 30.00
FEE EXEMPT #:

PAGES: 37

WHEREAS, on June 21, 1982, Woodridge Associates, a joint venture consisting of The Foster Group, Ltd., a Wisconsin corporation, and Kirk Associates, Inc., a Wisconsin corporation, as Declarant, did execute that certain Condominium Declaration of Woodridge, a Condominium, which was recorded in the Office of the Register of Deeds for Dunn County, Wisconsin on July 28, 1982, in Volume 314 Records, Page 231 as Document No. 344157 (referred to herein as the "Declaration"); and

WHEREAS, the Unit Owners wish to amend the Declaration to reflect the following changes.

NOW, THEREFORE, the Unit Owners do hereby confirm as follows:

1. Article 1, Purpose and Name, of the Declaration is amended to reflect that the address of the condominium is 605 Woodridge Court, Menomonie, Wisconsin 54751.

2. Article 9, Agent for Service of Process, of the Declaration is amended as follows:

The name and address of the agent of the association designated for the purpose of receiving service of process shall be Sandra Lindemann, 605 Woodridge Court, Menomonie, WI 54751. The association may designate a successor to such person authorized to receive service of process in the manner specified in the Association's Articles of Incorporation and By-Laws.

3. Article 18, Restrictions and Covenants, of the Declaration is amended as follows:

(f) No horses, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in any part of the property. Unit Owners are allowed to keep dogs and cats. However, Unit Owners cannot keep more than a total of 2 animals. All dogs must be licensed. Additionally, Unit Owners are required to maintain control of all animals at all times and are required to pick up all dog waste. If animals are outdoors at any time, Unit Owner(s) and/or caretaker(s) must be personally present.

(g) No exterior television antenna, radio antenna, citizens band radio antenna, shortwave radio antenna, or any other antenna of any type

DUNN COUNTY REGISTER OF DEEDS DOCUMENT NUMBER: 582056 PAGE: 2

Dated this 12TH day of SEPTEMBER, 2011.

**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**


ROBERT THOMAS - #604

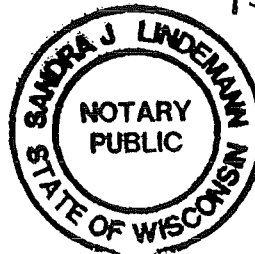
Helen Thomas
HELEN THOMAS - #604

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Personally came before me this 12TH day of SEPTEMBER, 2011, the above-named Robert Thomas and Helen Thomas, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Sandra J. Lindemann
Notary Public, State of Wisconsin
My Commission Expires: 2/3/13



Dated this _____ day of _____, 2011.

**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**

GRACE FOSTMEIER - #606

~~ACKNOWLEDGMENT~~

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2011, the above-named Grace Fostmeier, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission Expires: _____

Dated this _____ day of _____, 2011.

**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**

GREAT AMERICAN HOMES, INC.

By DALE AMUNDSON - #608

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Personally came before me/this _____ day of _____, 2011, the above-named Dale Amundson, President of Great American Homes, Inc., to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires:

Dated this _____ day of _____, 2011.

**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**

JEAN STEWART - #610

~~ACKNOWLEDGMENT~~

STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Personally came before me this _____ day of _____, 2011, the above-named Jean Stewart, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires:

Dated this 12TH day of SEPTEMBER, 2011.

**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**

Rod Bahr

ROD BAHR - #612

Grace H. Bahr

GRACE BAHR - #612

ACKNOWLEDGMENT

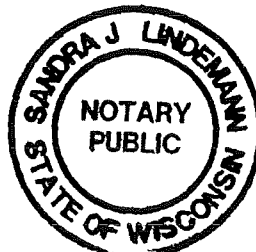
STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Personally came before me this 12TH day of SEPTEMBER, 2011, the above-named Rod Bahr and Grace Bahr, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Sandra J. Lindemann

Notary Public, State of Wisconsin

My Commission Expires: 2/3/13



Dated this 29 day of August, 2011.

**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**

SUE PITTMAN - #614

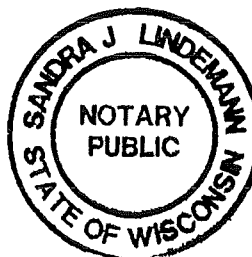
~~MICHAEL WARDEN - #614~~

ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF DUNN) ss.

Personally came before me this 29TH day of AUGUST, 2011, the above-named Sue Pittman and Michael Warden, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Sandra J. Lindemann
Notary Public, State of Wisconsin
My Commission Expires: 2/3/13



**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**

ACKNOWLEDGMENT

Personally came before me this 12TH day of SEPTEMBER, 2011, the above-named Eileen Wood, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

A circular notary seal for Sandra J. Lindemann, a Notary Public in the State of Wisconsin. The seal features her name and title within a double-lined circular border.

Dated this 29TH day of AUGUST, 2011.

**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**

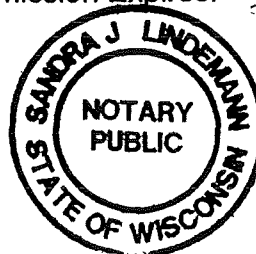
Eugene Peterson
EUGENE PETERSON - #615

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Personally came before me this 29TH day of AUGUST, 2011, the
above-named Eugene Peterson, to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

Sandra J. Lindemann
Notary Public, State of Wisconsin
My Commission Expires: 2/3/13



Dated this 12TH day of SEPTEMBER, 2011.

**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**

DAVID WHELAN - #613

AMY WHELAN - #613

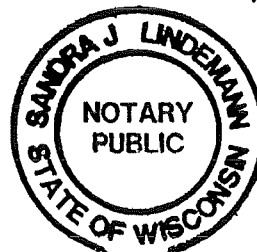
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Personally came before me this 12TH day of SEPTEMBER, 2011, the above-named David Whelan and Amy Whelan, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: 2/3/13



Dated this 17th day of SEPTEMBER, 2011.

**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**

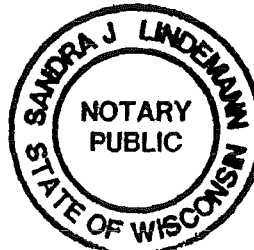
Margaret M. McMartin
MARGARET McMARTIN - #611

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Personally came before me this 12TH day of SEPTEMBER, 2011, the above-named Margaret McMartin, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Sandra J. Lindemann
Notary Public, State of Wisconsin
My Commission Expires: 2/3/13



Dated this 12TH day of SEPTEMBER, 2011.

**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**

Sandra Lindemann
SANDRA LINDEMANN - #605

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Personally came before me this 12TH day of SEPTEMBER, 2011, the above-named Sandra Lindemann, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Dated this 12 day of SEPTEMBER, 2011.

**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**

Myron C Johnson
MYRON JOHNSON - #603

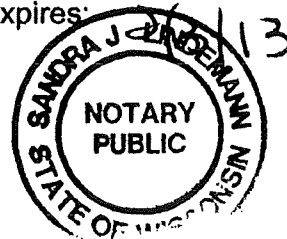
Alma Johnson
ALMA JOHNSON - #603

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Personally came before me this 12TH day of SEPTEMBER, 2011, the above-named Myron Johnson and Alma Johnson, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Sandra J. Lindemann
Notary Public, State of Wisconsin
My Commission Expires: ~~06/27/17~~ 1/7



Dated this 12 day of Sept., 2011.

**CONSENT TO FIRST AMENDED CONDOMINIUM DECLARATION OF
WOODRIDGE, A CONDOMINIUM**

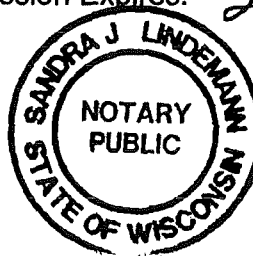
Marion McCarthy
MARION MCCARTHY - #601

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DUNN)

Personally came before me this 12TH day of SEPTEMBER, 2011, the above-named Marion McCarthy, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Sandra J. Lindemann
Notary Public, State of Wisconsin
My Commission Expires: 2/3/13



BY-LAWS OF
WOODRIDGE ASSOCIATION, INC.
EXHIBIT "A"
TO CONDOMINIUM DECLARATION OF WOODRIDGE

The By-laws herein stated as Exhibit "A" to the First Amended Condominium Declaration of Woodridge shall constitute the By-Laws by which, in addition to the Articles of Incorporation and the other provisions of this Declaration, and incorporated in said Declaration by reference, the administration of the property described shall be governed.

ARTICLE I

NAME AND ADDRESS

1.01 Name; Purpose. The name of the corporation shall be WOODRIDGE ASSOCIATION, INC. (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.02 Address. The principal office of the Association shall be located at 605 Woodridge Court, Menomonie, WI 54751. This address shall also be the mailing address of the Association.

1.03 Binding Effect. These By-Laws (the "By-Laws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.04 Capitalized Terms. Capitalized terms not defined in these By-Laws shall have the definitions given to such terms in the Declaration of Condominium for Woodridge Association, Inc. executed by Thomas R. Kirk, on behalf of Kirk Associates, Inc., and Wayne E. Foster, on behalf of The Foster Group, Ltd. (the "Declarant") and recorded in the office of the Dunn County Register of Deeds in Volume 314 Records, Page 231, as Document No. 344157 (the "Declaration").

ARTICLE II

MEMBERSHIP

2.01 Membership. The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02 Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.03 Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

2.04 Membership Certificates. Membership certificates shall not be issued.

2.05 Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06 Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any,

and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07 Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owner by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08 Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09 Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these By-Laws, in which case such express provision shall apply.

2.10 Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11 Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all of the votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association prior to the casting of such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these By-Laws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or

may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

ARTICLE III

MEETINGS OF MEMBERS

3.01 Place. All meetings of the Unit Owners shall be held at a place in Dunn County, Wisconsin, that shall be stated in the notice of the meeting.

3.02 Annual Meetings. Regular annual meetings of the Unit Owners shall be held on the last Tuesday of May of each year.

3.03 Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04 Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05 Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06 Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07 Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of Unit Owners and certifying the proxies.
- (c) Proof of notice of meeting or waiver of notice.

- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3.08 Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09 Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

Article 4.01. Number and Membership in Association. The direction and administration of the property on behalf of the Association of Unit Owners shall be vested in a Board of Directors (hereinafter referred to as the "Board"). Each Condominium Unit shall have one voting member which shall comprise the Board of Directors. Each member of the Board shall be one of the unit owners, provided, however, that in the event a unit owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, than any shareholder, officer, or director in such corporation, partner of such partnership, beneficiary or individual trustee of such

trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

4.02. Election of Directors. One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.03. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws.

4.04. Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.05. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at

the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the Secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04 Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of

any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employees, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;
- (f) Sue on behalf of all Unit Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;
- (k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations which

are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment.

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

(r) Pay water, waste removal, electricity, and telephone and other necessary utility service for the common areas and facilities and such services to the units (including, but not limited to, heating), as are not separately metered or charged to the owners thereof;

(s) General repairs, maintenance or replacement of exterior fixtures including gutters and downspouts; lawn care, including landscaping, retaining walls, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required; repair and maintenance of street lights and associated equipment; snow and ice removal and salting of sidewalks and drives. Unit owners are responsible

for their own decks, patios, roofs, unit sidewalks, unit driveways, and unit painting (i.e., window trims, door frames, etc.).

(t) Any amount necessary to discharge any mechanic's liens or other encumbrances levied against the property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the interests therein of particular unit owners. Where one or more unit owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any cost incurred by the Board by reason of said lien or liens shall be specially assessed to said unit owners and shall, until paid by said unit owners, constitute a lien on the interest of such unit owners in the property, which lien may be foreclosed in like manner as a lien, for unpaid common expenses as provided in the Condominium Ownership Act;

(u) Maintenance and repair of any unit or any other portion of the property which a unit owner is obligated to maintain and repair under the terms hereof, if such maintenance or repairs is necessary, in the discretion of the Board, to protect the common areas or facilities or any other portion of the property, and the owner or owners of said unit have failed or refused to perform said maintenance or repairs within a reasonable time after written notice of the necessity of said maintenance or repairs delivered by the Board to said unit owner or owners; provided that the Board shall levy a special assessment against such unit for cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such unit owner or owners in the property, which lien may be foreclosed in like manner as a lien for unpaid common expenses as provided in the Condominium Ownership Act.

6.02. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01 Officers. The principal officers of the Association shall be the president, vice president, second vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers. The officers shall be elected annually at the annual meeting of Unit Owners by the Board of Directors.

7.03. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deed, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Second Vice President.* The second vice president shall act in the place of the president and/or vice president in the event of the president and/or vice president's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(d) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(e) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII

BOOKS AND RECORDS

8.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

8.02. Audit. The accounts and records of the Association shall be audited once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX

BUDGET, ASSESSMENT AND ANNUAL REPORT

9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of May and end on the last day of April.

9.02. Budget. The Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning May 1 through April 30 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;
2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
3. The estimated remaining useful life of the Common Elements; and
4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration. On or before the last day of May of each year, the secretary shall mail or deliver a copy of the annual operating budget to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.04. Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

9.05. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within thirty (30) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing such liens or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.06. Annual Report. Each May, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be delivered to each Unit Owner at the annual meeting of the Association.

9.07. Statutory Reserve Account. All funds collected to fund a statutory reserve account as described in section 9.02 above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

ARTICLE X

USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners shall report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days

concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII

LIABILITY AND INDEMNITY

12.01. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal

or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or

allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.04. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the

director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05. Partial Indemnification.

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonable believed to be in, and not opposed to, the best interests of the Association.

12.07. Limited Liability of Directors and Officers.

(a) Except as provided in subsection 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of

action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.08. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09. Nonexclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such officer. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11 Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12 Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01. Seal. The Association shall not have a corporate seal.

13.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

13.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV

AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.