

**SECOND AMENDMENT OF THE INITIAL DECLARATION AND A FIRST
AMENDMENT OF THE BYLAWS FOR:**

**“GREENRIDGE HOMES, A CONDOMINIUM”
A WISCONSIN CORPORATION LOCATED IN PIERCE COUNTY WISCONSIN
(HEREAFTER REFERRED TO AS THE “CONDOMINIUM”)**

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SECTION 1: PREFACE

This seconded amended and restated Declaration, including Bylaws (all together referred to hereafter as the “Amended Declaration”), is approved by at least a 75% majority vote of all eligible voting members of the Condominium Association pursuant to and in accordance with the Condominium Ownership Act (the “Act”), Wisconsin Statutes Chapter 703 as that Chapter may be amended, revised or interpreted from time to time.

Unit Owners should understand that the Act provides additional statutory requirements and interpretations for matters not specifically set forth in this Amended Declaration and its Bylaws and supersedes any provisions of this Amended Declaration and/or Bylaws that are contrary to the Act’s provisions. The Act’s provisions may be viewed in Wisconsin Statute Chapter 703.

SECTION 2: CONDOMINIUM HISTORY

The initial Declaration to this Condominium was executed November 3, 1995, by Declarants Stephen and Ann E. Schwalbach. Any of their statutory rights to the control of the Condominium have now long expired, and therefore the initial Declarants no longer hold any financial interest in the Condominium and its Property. As a result, complete control of the Condominium is now under the sole authority and responsibility of the Condominium Association.

SECTION 3: SCOPE OF THIS AMENDED DECLARATION

This Amended Declaration amends both the original Declaration as well as the Bylaws of “Greenridge Homes, a Condominium” recorded in the Pierce County, Wisconsin Office of the Register of Deeds on February 5, 1996, in Volume 323, Pages 508-538, as document #365985. This Amended Declaration does not amend or interfere in any manner with the original Declaration’s plat description exhibits described on pages DM-31 through DM-37 of the original Declaration, nor does it amend or interfere in any manner with the original Articles of Incorporation described on pages DM-67 through DM-80 of the original Declaration. Those described documents are hereby adopted and made a part of this Amended and Restated Declaration.

SECTION 4: AMENDMENT #1 TO THE INITIAL DECLARATION

This Amended Declaration does not further amend or interfere in any manner with Amendment #1 to the original Declaration which was recorded in the Pierce County, Wisconsin Office of the Register of Deeds on April 12, 2000 as document #403603, pages 77-81. The terms and conditions of Amendment #1 refer to special provisions affecting lots #1 and #2 of the Condominium. As a partial summary of the Amendment #1 language, the Owner of Lots #1 and #2 may keep those two lots unimproved indefinitely. And the Unit Owner must also maintain the lots according to Association standards. During the time the lots remain unimproved their Owner shall have no percentage interest in all Condominium Common Elements and shall not be required to pay Association assessments. If the lots become improved in the future then the Owner shall be subject to all rules, regulations and restrictions of the Condominium's Declaration and Bylaws. To view the entire language contained in Amendment #1, that document is now attached on pages 10 -11 of this Declaration.

Upon confirmation of improvements existing upon the lots, there shall be placed on file in the Pierce County Wisconsin Register of Deeds Office an appropriate document confirming that the Amendment #1 language is voided in its entirety.

SECTION 5: PURPOSE

This Amended Declaration seeks to clarify and change certain language in the initial Declaration for the benefit of Unit Owners and their mortgagees.

SECTION 6: DEFINITIONS

The following words and phrases shall have the meanings ascribed to them unless inconsistent with the intent of the Act.

“Addendum” means a Condominium instrument that modifies a recorded Condominium plat.

“Amendment” means a Condominium instrument that modifies a recorded Condominium Declaration.

“Association” means all of a Condominium's Unit Owners acting as a group, either through a nonstock, nonprofit corporation or an unincorporated Association, in accordance with its Declaration and Amended Bylaws.

“Board” means the Board of Directors of the Association.

“Bylaws” mean the rules of an Association and their attachments that govern the conduct of the Association and that may be amended from time to time.

“Common elements” mean all of a Condominium except its Units.

“Common expenses and Common surpluses” mean the expenses and surpluses of the Association.

“Condominium” means Property subject to a Condominium Declaration established under the Act.

“Declaration” means the instrument by which a Property becomes subject to the Act and that Declaration as amended from time to time.

“Fixture” means something permanently attached to real property such as by means of cement, plaster, nails, bolts, or screws.

“Limited Common Elements” means a Common Element identified in a Declaration or on a Condominium plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.

“Majority of Unit Owners” means the Condominium Unit owners with more than 50 percent of the votes assigned to the Units in the Condominium Declaration.

“Mortgagee” means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.

“Property” means unimproved land, land together with improvements on it or improvements without the underlying land. Property may consist of noncontiguous parcels or improvements.

“Unit” means a part of a Condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors, or parts thereof, in a building. A Unit may include two or more noncontiguous areas. A Unit also encompasses a property on which there is no constructed unit.

“Unit owner” means a person, combination of persons, partnership or corporation who holds legal title to a Condominium Unit or has equitable ownership as a land contract vendee.

SECTION 7: AMENDED DECLARATION STATUTORY REQUIREMENTS

SECTION 8: NAME AND ADDRESS

The Property shall be known as “Greenridge Homes, a Condominium” and shall have the following general address:

Golf View Drive
River Falls, WI 54022

SECTION 9: LEGAL DESCRIPTION AND INTENT

The legal description of the Property upon which this Condominium is located is as set forth in the original Declaration’s plat. The Association intends to continue to subject this Condominium to all conditions and requirements of the Act.

SECTION 10: UNIT STRUCTURE DESCRIPTION

All Units are constructed in the “twin-home” style. The location and perimeter boundaries of each Unit structure consists of one or more cubicles of air at one or more levels of space within the fourteen twin-home buildings constructed or to be constructed upon the land as shown on the plat. The side wall boundary of each Unit structure shall be a vertical plane located at the outside walls of each Unit’s structure (i.e. all wall supporting materials and their outside coverings). The upper boundary of each Unit structure shall be a horizontal plane located at the uppermost elevation of a Unit’s structure (i.e. all rafters and their coverings). The lower boundary of each Unit structure shall be a horizontal plane located at the lowermost elevation of a Unit’s structure (i.e. the foundation and footings).

The perimeter boundaries of each Unit structure shall include all exterior walls, windows, doors and their frames, sunrooms, balconies, decks, patios, eaves and gutters.

The common boundary between each Unit structure shall be through the center of the inside common wall between adjoining Units and the center of any outside curtain wall between adjoining Units.

Also included as part of an individual Unit structure are all utilities and fixtures allowed and located either inside or outside a Unit and that exclusively serve that individual Unit

SECTION 11: COMMON ELEMENTS

The Common Elements include all those areas in the Condominium that are not Unit structures as specifically described above. The Common Elements include, but are not restricted to: the grounds, landscaping, trees, shrubs, driveways, parking areas and grassy areas around all Units.

SECTION 12: LIMITED COMMON ELEMENTS

The Limited Common Elements shall include the exterior driveway and parking surfaces adjacent to each Unit's garage as designated on the plat, sidewalks which serve only one Unit, and any approved land areas abutting the outside boundaries of a Unit but which exclusively serve only that Unit.

SECTION 13: PERCENTAGE INTERESTS

Each Unit owner has a 1/28thth interest in the Common Elements, EXCEPT, Units #1 and #2 are subject to the special terms of Amendment #1 as set forth above and also attached.

SECTION 14: VOTING

Each Unit shall have one vote at meetings of the Association to be exercised in accordance with the Amended Bylaws.

SECTION 15: USE

Each Unit is restricted to single family residential usage consistent with the Amended Bylaws.

SECTION 16: RESIDENT AGENT

The current resident agent for the Association pursuant to the Act is:

Anthony Pedriana
2635 Golf View Drive
River Falls, WI 54022

From time to time the Association may appoint and designate a successor resident agent(s) for the Association in compliance with the Act and Chapter 181 of the Wisconsin Statutes. Future registered agent names and addresses shall be as set forth in the Wisconsin Department of Financial Institutions (DFI) records.

SECTION 17: DAMAGE OR DESTRUCTION

In the event of damage or destruction of all or part of the Condominium Property, the Association's Unit owners shall determine by a 75% majority vote whether to rebuild, repair, restore or sell the Property.

SECTION 18: EMINENT DOMAIN

In the event of a taking of all the Property by eminent domain (or conveyances under threat of eminent domain), the Condominium shall be terminated with all procedures and disposition of proceeds to be governed by the applicable provisions of the Act.

A taking by eminent domain of less than all of the Common Elements shall be governed by the applicable provisions of the Act.

A taking by eminent domain of all of a Unit, or such a substantial part of a Unit as to render reconstruction or restoration as a complete living unit impractical, then that Unit shall be deemed removed from the Condominium and that Unit's undivided interest in the Common Elements shall be reapportioned equally among the remaining Units. Otherwise, a Unit remaining after a partial taking of such Unit shall be reconstructed, restored or repaired by its Unit Owner so as to constitute a complete living unit, and the undivided interests in the Common Elements shall remain unchanged. The disposition of proceeds from the taking of all or a part of a Unit shall be governed by the applicable provisions of the Act.

SECTION 19: RIGHTS OF FIRST MORGAGEES

Although this Amended Declaration is replete with various provisions which meet the requirements of most mortgagees it is appropriate to place certain of these requirements in this one Section, so as to enable an easier review. The following provisions of this Section shall therefore take precedence over any conflicting language in the Amended Declaration and the Amended Bylaws, but may not be otherwise inconsistent with the Act.

Notice: A first Mortgagee of a Unit or its assigns, upon request, will be entitled to written notification from the Association of, (i) any default in the payment or performance by the Unit Owner of any obligation under this Amended Declaration or Amended Bylaws which is not cured within 60 days, (ii) any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage; (iii) lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of first Mortgagees.

Right of First Refusal. There is no right of first refusal contained in this the Association's Amended Declaration or in the Amended Bylaws.

Liability for Assessments. Any first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, or termination of a land

contract, or deed (assignment) in lieu of foreclosure or termination, shall remain liable for such Unit's unpaid special assessments which accrue prior to the acquisition of title to such Unit by the mortgagee in the case of a deed, or prior to the expiration of the statutory period of redemption in the case of a mortgage foreclosure or contract termination.

Association Restrictions. Except as provided by the Act in case of condemnation or substantial loss to the Units and/or Common Elements of the condominium, unless at least two-thirds of the first Mortgagees (based upon one vote for each first mortgage owned), and Unit Owners of the Units have given their prior written approval, the Association shall not be entitled to:

- a. by an act or omission, seek to abandon or terminate the condominium;
- b. changes the pro rata interest of obligations of any Unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation award, or
 - (ii) determining the pro rata share of ownership of each Unit in the Common Elements.
- c. partition or subdivide any Unit;
- d. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the condominium shall not be deemed a transfer within the meaning of this clause);
- e. use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such condominium property;

Rights. First Mortgagees of Units and their successors in interest upon request shall have the right (i) examine the books and records of the Association or the Condominium during normal business hours; (ii) receive the annual financial statement of the condominium within 90 days following the end of any fiscal year of the Condominium; and (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Assessments. Condominium assessments for Common Expenses shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements and exterior surfaces of Units that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

Prior Liens. All taxes, assessments and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Units and not to the Condominium as a whole.

Priority. No provision of the Amended Declaration or Amended Bylaws shall be deemed to give a Unit Owner, or any other party, priority over any rights of First Mortgagees of Units, or their successors in interest, pursuant to their mortgages in the case of a distribution to the Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

Damage or Destruction. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements the First Mortgagees shall be entitled to timely written notice of any such damage or destruction.

Condemnation; Eminent Domain. If any Unit or portion thereof or the Common Elements or portion thereof is made the subject matter of any condemnation or eminent domain proceeding, then the First Mortgagees shall be entitled to timely written notice of any such proceedings.

SECTION 20: AMENDMENTS

Amendments. Future amendments to this Amended Declaration may be made only with a two-thirds majority written consent of all eligible voting members of the Condominium Association, with one vote for each Unit. Unless otherwise set forth in the Act a unit owner's written consent is not effective unless it is approved in writing by the first mortgagee of the unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan or its equivalent on a unit, constitutes approval of the first mortgagee or equivalent security interest holder under this subsection. If the first mortgagee fails to approve the amendment in writing within 60 days from the date of mailing of the notice, the first mortgagee or equivalent interest is considered to have given its approval of the amendment. Proper recording in the Pierce County Register of Deeds is required for any amendments to this Declaration document.

Amendments to all Bylaws may be approved by a two-thirds majority of all Unit Owners. Recording of the Bylaws in the Pierce County Register of Deeds Office is not required.

SECTION 21: MISCELLANEOUS

Notices. Unless specifically provided by the Act, all notices required shall be delivered according to the Amended Bylaws.

Invalidity. The invalidity of any provisions of this Amended Declaration or the Amended Bylaws shall not impair or affect in any manner the validity or enforceability of other provisions of the Amended Declaration or Amended Bylaws which can be given effect without the invalid provisions.

Captions. The captions herein are inserted only for reference, and in no way define, limit or describe the scope of the Amended Declaration or Amended Bylaws, or the meaning of any provision hereof.

Gender, Number. The use of any gender in the Amended Declaration and Amended Bylaws shall be deemed to include the masculine, feminine and neuter gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Waiver. No restriction, condition, obligation or provision contained in the Amended Declaration or Amended Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Conflicts. In the event of any conflict or inconsistency between the Bylaws and this Amended Declaration the Amended Declaration shall control. In the event of any conflict or inconsistency between this Amended Declaration and the Act the Act shall control.

Liberal Construction. This provisions of this Amended Declaration and Bylaws shall be liberally construed to effectuate their purpose of creating a uniform plan for the ownership and operation of the Condominium.

SECTION 22: APPROVAL OF SECOND AMENDED DECLARATION

The following are the written signatures of those Unit Owners constituting a 75% or more vote of all Association members that consent to this Amendment #2 Declaration document, along with the approval signatures of any persons or organizations holding a first mortgage or equivalent security interest in the consenting Unit.

(Signatures attached separately)

This document drafted by:

Attorney Kenneth Schmiede
Schmiede, Graff and Koch Law Firm
632 S. 8th Street
P.O. Box 512
Medford, Wisconsin 54451

**AMENDMENT NO. 1 TO THE
DECLARATION FOR GREENRIDGE HOMES, A CONDOMINIUM, DATED
NOVEMBER 3, 1995, recorded in the Pierce County Register of Deeds on February 5,
1996, in Vol. 323, Page 508-538, Document No. 365985**

This amendment applies only to the land designated for Units 1 and 2 as shown on the Plat for Greenridge Homes, which is Exhibit B to the Declaration for Greenridge Homes, as described above. The rights and responsibilities granted by this amendment shall run with the land.

The above described Declaration shall be amended to allow the land designated for Units 1 and 2, as shown in Exhibit B to the Declaration for Greenridge Homes, a Condominium, described above, to be transferred to Nathaniel R. and Linda M. Jackson, their heirs and assigns, with the right to keep said land designated for Units 1 and 2 unimproved indefinitely. Nathaniel R. and Linda M. Jackson, their heirs and assigns shall be responsible for maintaining said land designated for Units 1 and 2 up to the standards of the Greenridge Homeowners Association. If at any time the Homeowners Association determines that the land designated for Units 1 and 2 is not being maintained in accordance with its standards, it shall notify in writing the owners of the land designated for Units 1 and 2 of the deficiency and if the deficiency is not corrected within 10 days, the Homeowners Association may correct the deficiency and charge the cost against the owners of the land designated for Units 1 and 2. Any such cost incurred by the Homeowners Association shall become a lien upon the property as provided for in Article 6 of the Greenridge Homeowners Association Bylaws. During the time that said land designated for Units 1 and 2 remains unimproved, the owners of said land shall have no percentage interest in the common elements of the Greenridge Homes Condominium and shall not be required to pay assessments under Section 11 of the Declaration described above. If at any time in the future the owners of land designated for

Units 1 and 2 wish to improve said land, any such improvements shall be of the twin home style described in the Declaration for Greenridge Homes, a Condominium, and shall comply with all requirements of said Declaration and the Greenridge Homeowners Association Bylaws. When the land designated for Units 1 and 2 is improved the owners of said land shall be subject to all requirements and responsibilities of the Declaration for Greenridge Homes and Greenridge Homeowners Association Bylaws including but not limited to the payment of assessments for maintenance of common elements. Although pursuant to this Amendment, the owners of land designated for Units 1 and 2 have the right to keep said land unimproved indefinitely, said land remains part of the Greenridge Homes Condominium and subject to all requirements of the Declaration for the Greenridge Homes, a Condominium and the Greenridge Homeowners Association Bylaws except as modified by this amendment.