

COLLINSWOOD CONDOMINIUMS

DECLARATION

THIS DECLARATION, made this ___ day of April, 1997, by Teasdale & Associates, Ltd., a Minnesota corporation, ("Declarant"), pursuant to the provisions of Wisconsin Statutes, Chapter 703, known as the Condominium Ownership Act, and any amendments thereto ("Act").

RECITALS

Declarant is the Owner in fee simple of certain real property situated in the County of St. Croix, State of Wisconsin, legally described on Exhibit A attached hereto and incorporated herein, all of which real property constitutes and is hereinafter referred to as the "Property".

Declarant is presently constructing a condominium project on the Property which will contain open spaces and other Common Elements for the benefit of all Owners and occupants of the Property, and which, through December 31, 2027, has certain restrictions as to occupancy by senior citizens as more fully set forth herein.

At the time of the recording of this Declaration, the Property is composed of one (1) completed Building containing two (2) completed Units, together with other facilities. Upon completion, the Property will consist of twenty one (21) Buildings containing forty seven (47) Units, together with a Club House and other facilities.

The Property and the improvements constructed thereon, including any Common Elements, shall require uniform and continuing care and maintenance for the benefit and enjoyment of the Owners and the occupants of the Property.

The Collinswood Condominium Association, Inc., a Wisconsin nonprofit corporation, ("Association") has been formed to own, administer and maintain the Common Elements, to administer and enforce the covenants and restrictions and to collect and disburse the assessments and charges, as provided for and contained in this Declaration and the Bylaws of the Association, which Bylaws are incorporated herein by reference thereto, as the same may be amended, and the Rules and Regulations promulgated in accordance therewith. The initial mailing address of the Association is 5407 Excelsior Boulevard, Suite B, Minneapolis, Minnesota 55416.

It is now the intention and desire of Declarant to submit and establish the Property, and the improvements constructed thereon, as a condominium pursuant to the Act.

NOW, THEREFORE, Declarant hereby makes this Declaration, and submits the Property to the Act as a condominium under the name Collinswood Condominiums, and declares that this Declaration shall constitute covenants running with the land, which Declaration shall be binding on Declarant, its successors and assigns, and on all subsequent holders of any right, title or

COLLINSWOOD CONDOMINIUMS

DECLARATION


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3. Applicability and Binding Effect. This First Amendment is effective upon the date set forth above. Except as specifically modified by this First Amendment, the Declaration, as amended, shall remain in full force and effect. Unless otherwise specifically set forth in this Amendment, all words and terms used in this First Amendment shall have the same meaning as those set forth in the Declaration.

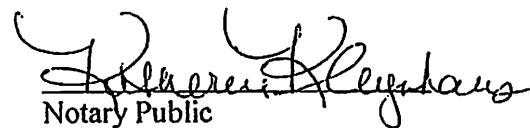
IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed effective the day and year first above written.

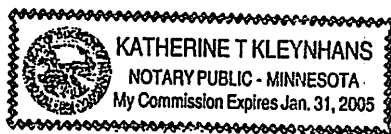
Teasdale & Associates, Ltd., a
Minnesota corporation

By: 
Harold W. Teasdale
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Personally came before me this 6th day of March, 2001, Harold W. Teasdale, the President of Teasdale & Associates, Ltd., a Minnesota corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President, and acknowledged that he executed the foregoing instrument as such President and as the deed of said corporation.


Notary Public



FIRST AMENDMENT TO DECLARATION

COLLINSWOOD CONDOMINIUMS

THIS FIRST AMENDMENT TO DECLARATION, ("First Amendment"), effective the 10th day of March, 2001, by Teasdale & Associates, Ltd., a Minnesota corporation, ("Declarant"), with the approval of two-thirds (66 2/3%) of the Owners of the Units which are currently located on the Property, together with the approval of the First Mortgagees holding mortgages covering the Units owned by said approving Owners.

RECITALS

The Declaration covering Collinswood Condominiums ("Declaration") was filed on April 11, 1997, in the Office of the Register of Deeds, St. Croix County, Wisconsin, in Volume 1232, Page 492, as Document No. 557864.

Section 3 of the Declaration allows for the amendment of the Declaration, provided that said amendment is approved by two-thirds (66 2/3%) of the Owners of the Units which are then located on the Property. Section 3 of the Declaration also requires that said amendment be approved by the First Mortgagees holding mortgages covering the Units owned by said approving Owners.

The Declarant wishes to amend those portions of the Declaration which (i) require Owners and occupants of Units to be 55 years of age or older and (ii) require the construction of a Club House. The required number of Owners and First Mortgagees have approved this First Amendment, and this approval has been evidenced by the Affidavit of the Secretary of the Association attached hereto, all as required by Section 3 of the Declaration.

NOW, THEREFORE, Declarant hereby enacts this First Amendment, in accordance with the requirements of the Declaration, for the purpose of amending those portions of the Declaration set forth below, and declares that this First Amendment shall constitute covenants running with the land, and shall be binding on Declarant, the current Owners and First Mortgagees, and their grantees, successors, heirs, personal representatives and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Property, and their grantees, successors, heirs, personal representatives and assigns.

1. Elderly Housing Occupancy Restrictions. Sections 16 and 17 of the Declaration are hereby deleted from the Declaration. In addition, all provisions of the Declaration shall be construed in such a manner that there shall be deemed to be no age restrictions with respect to who may be an Owner or as to who may purchase, own or occupy a Unit.
2. Club House. All provisions of the Declaration shall be construed in such a manner that no Club House shall be constructed on the Property. That portion of the Property upon which the Club House was to be constructed shall continue to be a Common Element.

in Attachment A.

2. Bylaws. The Bylaws of the Association contain rules which govern the Association and effect the rights and responsibilities of the Owners. The Bylaws are contained in Attachment B.
3. Articles of Incorporation. The operation of the Property is governed by the Association, of which each Owner is a member. The powers, duties and operation of the Association are specified in its Articles of Incorporation, as well as in the Bylaws. The Articles of Incorporation are contained in Attachment C.
4. Management Agreement. Certain services are provided to the Property and the Association through the Management Agreement. The Management Agreement is contained in Attachment D.
5. Estimated Operations Budget. The Association will incur expenses for the operation of the Property which are assessed to the Owners. The Estimated Operations Budget is an estimate of those charges which are in addition to each Owner's mortgage and utility payments. The Estimated Operations Budget is contained in Attachment E.
6. Rules and Regulations. In addition to the rules governing the Property which are contained in the Declaration, the Association may from time to time adopt Rules and Regulations affecting each Owner's use of the Property. The Rules and Regulations are contained in Attachment F.
7. Site Plan and Unit Floor Plan Specifications. The Declarant has provided a floor plan of the Unit being offered for sale and a site plan of the Property showing the location of the Unit you are considering and all Common Elements which are part of the Property. The Site Plan and Unit Floor Plan Specifications are contained in Attachment G.
8. Insurance Coverage Information. The Association has secured certain property insurance and liability insurance as required by the Declaration. The Insurance Coverage Information is contained in Attachment H.

COLLINSWOOD CONDOMINIUMS

DISCLOSURE STATEMENT

The Declarant of Collinswood Condominiums (the "Property") hereby makes the following Disclosure Statement pursuant to the provisions of Section 703.33 of the Wisconsin Condominium Ownership Act ("Act"):

- A. The name of the Property is Collinswood Condominiums. The Property is located in the City of River Falls, St. Croix County, Wisconsin. The Property will be governed by the Collinswood Condominium Association, Inc., a Wisconsin nonprofit corporation ("Association").
- B. The name and business address of the Declarant is: Teasdale & Associates, Ltd, a Minnesota corporation, dba CornerStone Communities, 5407 Excelsior Boulevard, Suite B, Minneapolis, Minnesota 55416.
- C. The name and address of the registered agent of the Association is: Charles Pearson, 78 West Woodridge, River Falls, Wisconsin 54022 in St. Croix County, Wisconsin.

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. HOWEVER, IF YOU PROCEED TO CLOSING WITHIN THE ABOVE 5 DAY PERIOD, YOUR RIGHT TO RESCIND TERMINATES AT THE TIME OF CLOSING.

DISCLOSURE MATERIALS

1. Declaration. The Declaration establishes and describes the Property, including the Units and the Common Elements, and contains rules governing their use. The Declaration is contained

COLLINSWOOD CONDOMINIUM

COMMUNITY

A Corner Stone Community

Sections

Cover sheet: Maintenance, Repair and Replacement Responsibilities / Directory of Residents

Disclosure Statement Attachments

- A.) Attachment A - Declaration
- B.) Attachment B - Bylaws of Collinswood Condominium Association, Inc.
- C.) Attachment C - Articles of Incorporation of Collinswood Condominium Association, Inc.
- D.) Attachment D - Management Agreement (Only if Management Company is used.)
- E.) Attachment E - Annual Operating Budget (Most current year)
- F.) Attachment F - Rules and Regulations
- G.) Attachment G - Site Plan and Unit Floor Plan Specifications
- H.) Attachment H - Insurance Coverage Information (Add your Home Owners if you wish)
- I.) Miscellaneous / Unit Specific

COLLINSWOOD CONDOMINIUMS
RULES AND REGULATIONS

Dated: May 15, 2018

Capitalized terms used in these Rules and Regulations are defined in the Declaration (“Declaration”) of Collinswood Condominiums and are used herein with the same meaning as contained therein. Whether or not specifically included, these Rules and Regulations apply to any persons who are present on the Property at any time. To the extent any provisions of these Rules and Regulations conflict with any terms or conditions of the Declaration, the terms and conditions of the Declaration shall control. These Rules and Regulations shall apply to all the guests and invitees of Owners, as well as to the Owners themselves.

SECTION 1

GENERAL PROVISIONS

- 1.1 All persons shall comply with all applicable laws, ordinances and regulations, and shall save the Association and the Owners harmless from all fines, penalties, costs and prosecutions for any violation thereof.
- 1.2 No garbage cans, trash barrels or other personal property shall be placed in the Common Elements or Limited Common Elements. No accumulation of rubbish, debris or unsanitary material shall be permitted in the Common Elements or Limited Common Elements. Trash bins need to be stored in garages except during the 24-hour periods before and after pick-up.
- 1.3 All patios must be kept orderly, clean and attractive. No items of personal property visible from the street shall be stored on the exterior of a Unit except for seasonal furniture and/or flowers, plants, trees or shrubs.
- 1.4 All damage to the Property caused by the moving and/or the carrying of any type of article of personal property shall be paid by the Owner in charge of the moving or carrying of such articles.
- 1.5 The Common Elements shall not be obstructed or used for any purpose which would hinder ingress to and egress from the Units.
- 1.6 No noxious or offensive activity shall be carried on in any Unit, the Limited Common Elements or the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Owners. No Owner shall make or permit any disturbing noises to be made within a Unit or elsewhere on the

Property, including those related to construction in or improvement to Units (except from 8:00 a.m. to 8:00 p.m.) No Owner shall play or allow the playing of any musical instrument, radio, television, phonograph, tape recorder or the like between the hours of 11:00 p.m. and the following 8:00 a.m. which may be heard outside of the Unit where the sound originates.

- 1.7 Each Owner shall keep his or her Unit and any appurtenant Limited Common Element in a good state of cleanliness.
- 1.8 Bathrooms and plumbing fixtures shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, ashes or other substances shall be thrown therein. Any damage to the property of others, including the Common Elements and Limited Common Elements, resulting from the misuse or negligent use of such facilities, or any nature or character whatever, shall be paid by the Owner who damaged such property.
- 1.9 Water shall not be left running for any unnecessary length of time in any Unit, the Common Elements or the Limited Common Elements.
- 1.10 Any changes made to any heating or electrical services must be completed by a certified, licensed professional contractor.
- 1.11 No radio, television or any antennae or satellite dish shall be installed by any Owner anywhere on the Common Elements, the Limited Common Elements or on the roof of any Unit without the prior written approval of the Board. Only one dish/antenna is allowed per unit; residents are responsible for repairing the roof upon removal or replacement of the dish/satellite so the installation site cannot be detected.
- 1.12 No signs shall be placed on the Property except with express written consent of the Board.
- 1.13 All radio, television or other electrical equipment of any kind or nature installed or used in any Unit shall fully comply with all the rules, regulations, requirements and recommendations of the Board of Fire Underwriters and other public authorities having jurisdiction over said equipment.
- 1.14 Nothing shall be done or kept anywhere on the Property which will increase the rate of insurance on the Property or the contents thereof. No Owner shall permit anything to be done or kept in a Unit, the Common Elements or the Limited Common Elements which will result in a cancellation of or an increase to the cost of insurance on the Property or the contents thereof, or which would be in violation of any law.

- 1.15 No Owner shall alter, impair or remove any item from the Common Elements or the Limited Common Elements without the prior written consent of the Board. **All exterior changes require the approval of the Board, following the process outlined below. (An "Exterior Change" is defined as any addition, removal, or alteration of any Common Element or Limited Common Element.)**
- a. Unit Owner completes a Request for Alterations form and gives the form to Building & Grounds for review.
 - b. Building and Grounds reviews the request. (Building and Grounds may return the request and ask for additional information needed to make a recommendation.)
 - c. Building and Grounds forwards their recommendation to the Board to either approve or disapprove the request.
 - d. The Board acts on the recommendation of the Building & Grounds committee and conveys their decision to the Owner on the Request for Alterations form received.
- If the Board disapproves a request, the resident will be informed in writing reasons for disapproval. The Board has 60 days to approve or disapprove a request. If the Board fails to take action within 60 days, approval will be deemed to have been given.
- 1.16 Residents are precluded from taking any action that will damage the aluminum siding.
- 1.17 No Owner shall harm or litter any of the landscaping work on the Property, including the grass, trees, shrubs, hedges, flowers or flower beds.
- 1.18 No additional buildings, tents or structures of any kind shall be placed, erected, kept or maintained on the Property.
- 1.19 Unless the Association gives advance written consent in each instance, no Owner shall install or operate in the Units any machinery, refrigerating or heating device or air conditioning apparatus except for common household appliances.
- 1.20 The agents of the Association and any contractor or workman authorized by the Association or its agents, bearing proper identification may enter any Unit at any reasonable hour of the day, after reasonable notification to the Owner of such Unit for the purpose of correcting any condition which presents a danger of loss or damage to the Property or of injury or death to any Owner. Provided, that in the event of an emergency and entry into a Unit can be made any hour and without notice to the Owner of such Unit.

SECTION 2

PET REGULATIONS

All pet owners are required to be responsible for their pets in all respects.

- 2.1 Pets are limited to one pet per Unit. No Rottweiler, Pit Bull, or Doberman Pinscher breeds are allowed. Such animals shall not be kept, bred, or maintained for any commercial purposes. Current residents with multiple pets who are in compliance with prior pet regulations are grandfathered under this restriction, but may not replace or add additional animals in excess of the limit of one pet allowed. New residents with multiple pets purchasing a Unit in Collinswood are grandfathered for allowed breeds under this restriction, but may not replace or add additional animals in excess of the limit of one pet allowed.
- 2.2 The owner of any animal does, by his or her possession of such animal on the Property, indemnify the Association and hold it harmless from and against any loss or liability of any kind or character whatsoever arising from or out of having said animal on the Property.
- 2.3 A hearing by the Association shall be held within 14 days of a request by an Owner with respect to any pet causing or creating a nuisance or unreasonable disturbance or noise. The Board of Directors ("Board") may require, by written order, the removal of the animal from the Property within 30 days of the delivery of said order to the owner of said animal.
- 2.4 No pet shall be allowed out of the Unit unless properly leashed or contained by an electric fence.
- 2.5 Damage caused by any pet to any part of the Property shall be the responsibility of the owner of the pet, and that owner shall promptly pay all costs involved in restoring such damaged portion of the Property to the condition it was in before such damage occurred, including the cost of replacing any landscaping. Any damage caused by cleaning, chemicals or other such actions or materials used in an attempt to remedy said damage shall be the responsibility of the owner of the pet, and said owner shall pay the full cost of the removal and replacement of such damaged items.
- 2.6 Each Owner shall be financially responsible for any personal injury or property damage caused by his or her pet.
- 2.7 Owners are responsible for the cleanup of the wastes of their pets.
- 2.8 Pets must be attended anytime they are outside of the unit. For purposes of this rule, attended is defined as being in physical or visual contact of the pet .

**SECTION 3
GARAGE AND PARKING AREA REGULATIONS**

- 3.1 No resident or guest shall park a vehicle in such a manner as to obstruct free flow of traffic or prevent ready access to Units owned by others. Cars on Leroy Lane may not be parked across the street from another vehicle . Owners are responsible for managing parking of their guests.
- 3.2 During the day, all passenger vehicles shall be parked in their respective garages or driveway aprons when possible.
- 3.3 All Owners shall obey all parking and traffic regulations including but not limited to the 15 mph speed limit, promulgated by the Board.
- 3.4 No horns shall be blown except as may be necessary for safe operation.
- 3.5 No vehicle in a non-operative condition shall be left standing anywhere on the Property except in the garage attached to a Unit. No outside repair work shall take place on any part of the Property without the permission of the Board.
- 3.6 The Association reserves the right to remove any vehicles parked in an unauthorized place or manner at the expense of the respective owners thereof.
- 3.7 One passenger vehicle is allowed to be parked overnight in the unit owner's driveway. Owners are responsible for moving the vehicle to allow snow removal. If not removed, the resident assumes responsibility for clearing their own snow. No camper trailers, trucks, motor homes, boats, trailers, or other vehicles, motorized or not may be parked on the Property, in any driveway or outside any Unit overnight without the prior approval of the Board.
- 3.8 Vehicles which leak oil or other fluids shall be repaired promptly to avoid surface damage.
- 3.9* Golf carts can be operated on Collinswood property / Leroy Lane, and are subject to all provisions outlined above. In addition:
- a. They cannot be operated on the grass.
 - b. Cart must be equipped with lights if operated at night
 - c. Owners must carry insurance on the cart that includes liability coverage with a limit of at least \$ 1 Million.

* Section added / approved by Board June 4, 2020

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** Section added / approved by Board June 4, 2020*

SECTION 4
MISCELLANEOUS

- 4.1 Complaints regarding services provided by the property manager, if any, or the Association with respect to the operation of the Property shall be made to the Board in writing and shall include the signature of the complainant. Complaints submitted without an accompanying name will not be considered.
- 4.2 Any Owner may apply to the Board for a temporary waiver of one or more of these Rules and Regulations. Such temporary waiver may be granted by the Board for good cause, if, in the Board's judgment, such temporary waiver will not interfere with the rights of other Owners. Both the temporary waiver request and the Board response shall be in writing.
- 4.3 The monthly Common Expense assessments are due and payable on the first of each month via electronic funds transfer. Owners who do not pay their monthly fees by the 10th of the month will be assessed a late charge of \$ 25 for that month. This assessment will double in each successive month where any unpaid balance remains on the 10th of the month.(i.e. \$25, \$50, \$100...)
- 4.4 Owners are requested to carefully read the provisions of the Declaration to determine their respective responsibilities with respect to any of the equipment and appliances in their respective Units. If there is any question regarding whose responsibility it is to make repairs to any of said equipment or appliances, such questions shall be directed to the Board.
- 4.5 The Association may levy reasonable fines or charges for the violation of any of these Rules and Regulations or of any of the provisions of the Declaration or the Bylaws of the Association.

When violations occur, the following procedures will be followed:

- A Board member will contact the Unit Owner to inform the Owner of the violation, and give them a specific reasonable period of time (determined by the nature of the violation) during which to correct the situation.
- If not corrected within the defined timeframe, the Board will notify the Unit Owner in writing of the violation and request compliance within 5 days of the date of the letter. Any Unit Owner who receives a violation letter may appeal the letter in writing, and may request a meeting with the Board.
- Pending outcome of the appeal, if the violation stands and is not corrected in those 5 days, or if another violation of the same rule occurs within 90 days, the Board will write the Owner a second letter requesting compliance and also assess an initial fine of \$ 50. The Unit Owner will then be assessed an additional fine of \$10 per day until the

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- Pending outcome of the appeal, if the violation stands and is not corrected in those 5 days, or if another violation of the same rule occurs within 90 days, the Board will write the Owner a second letter requesting compliance and also assess an initial fine of \$ 50. The Unit Owner will then be assessed an additional fine of \$10 per day until the

violation is corrected.

- Any other costs incurred by the Association to enforce rules, such as towing, attorney fees, etc. will be the cost of the Unit Owner.
- The Association and other Owners may have additional rights or remedies for the violation of the provisions of the Declaration and Bylaws, as provided in those documents and/or by applicable law, which are in additions to the fines or charges referred to in this paragraph.

4.6 The Board may make additional Rules and Regulations, or amend these Rules and Regulations, as from time to time it deems appropriate. Any such additional or modified Rules and Regulations shall take effect 30 days after they are communicated in writing to the Owners. Any of these Rules and Regulations, and any Rules and Regulations hereafter adopted by the Board may be repealed, superseded or modified by a vote of a majority of the Owners voting in conformance with the applicable provisions of the Bylaws and the other Governing Documents.

Rule changes approved by Board Members - April 26, 2018:

Sue Hodgson, President

Karen Kielas, Vice President

Linda Nelson, Treasurer

David Berg, Secretary

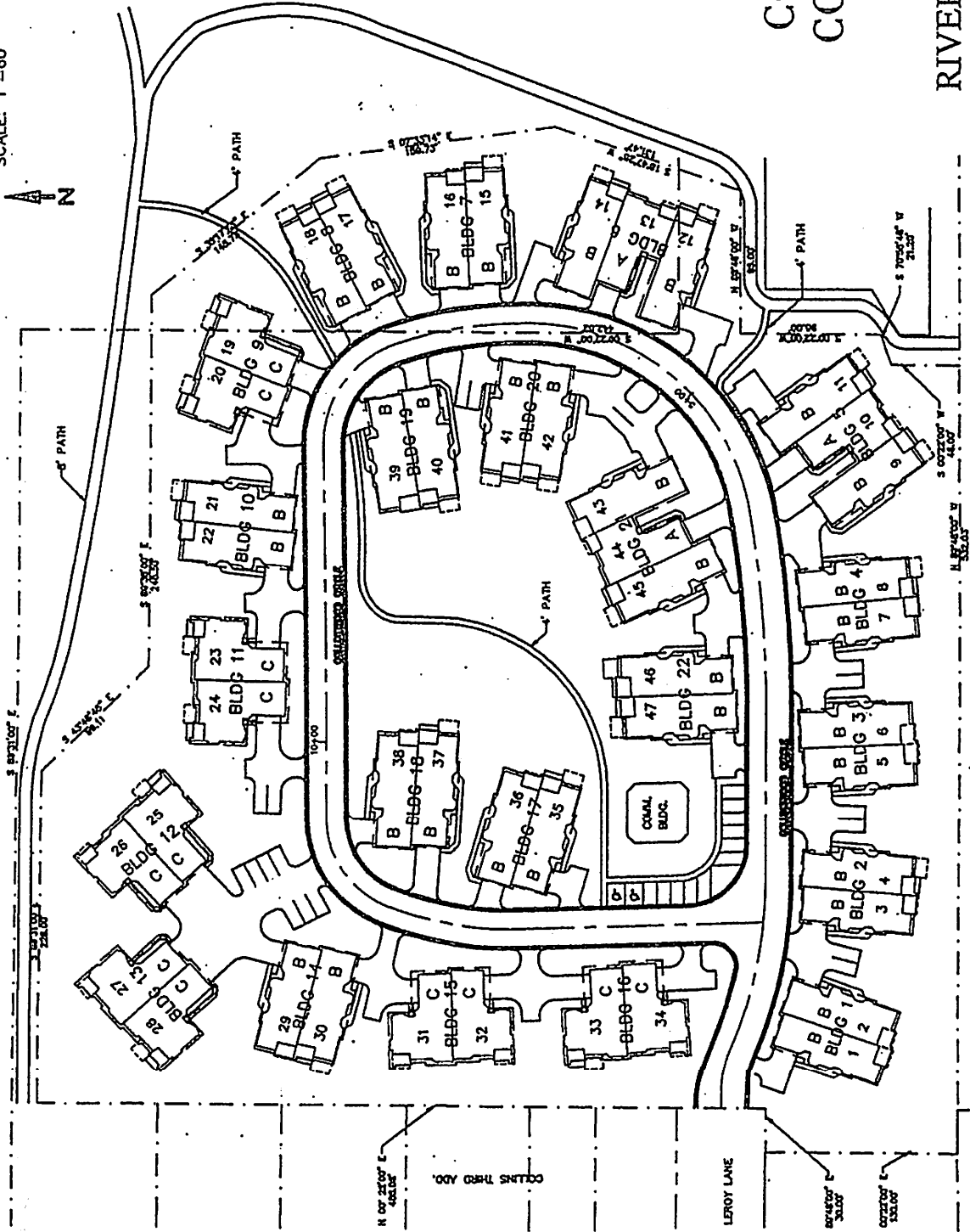
John Borchers, Agent

Linda Satre, Social Committee Chair

Distributed to Residents - May 15, 2018

COURTY TRUNK HIGHWAY "JUL"

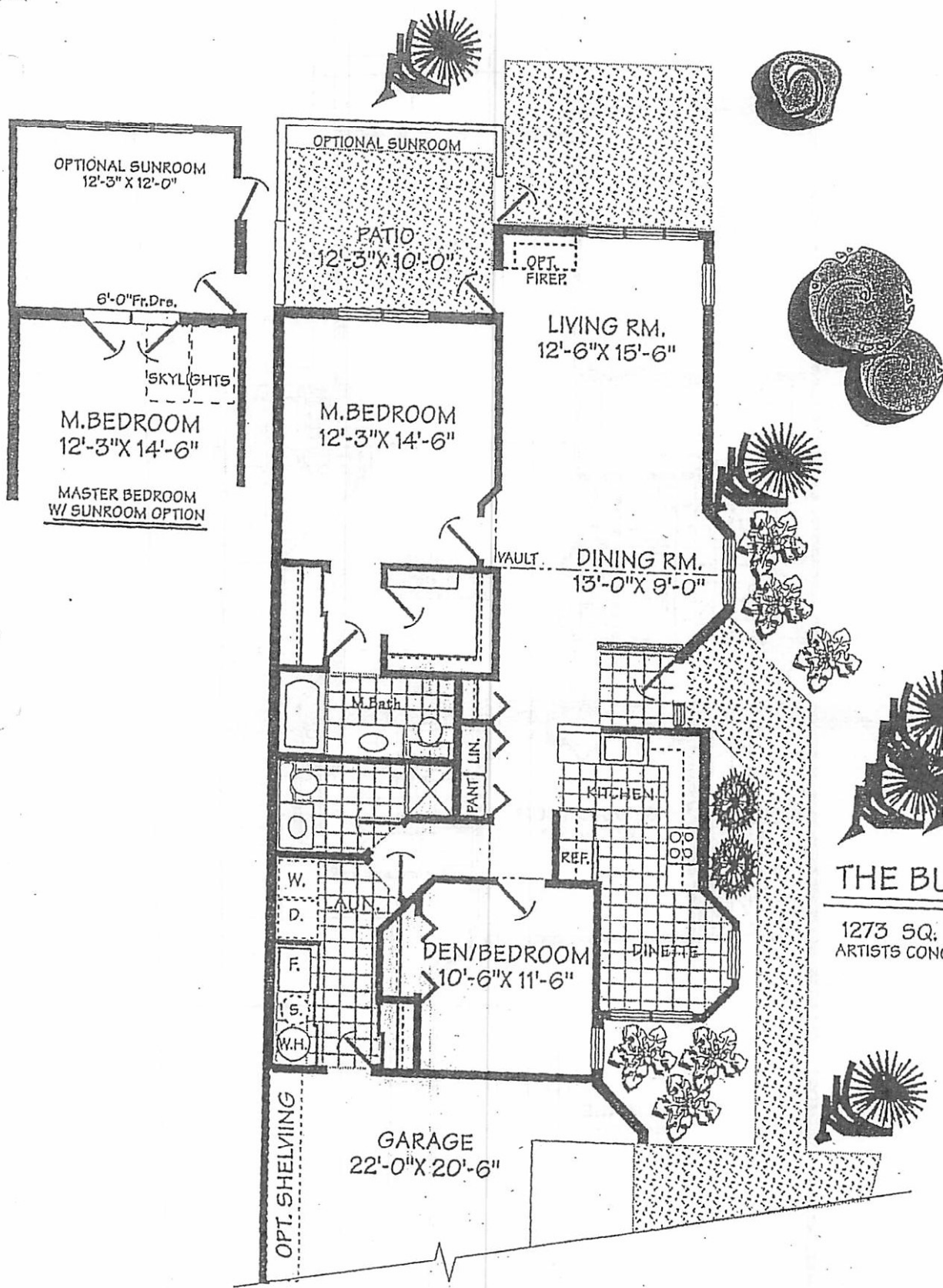
SCALE: 1"=60'



COLLINSWOOD CONDOMINIUMS

RIVER FALLS, WISCONSIN

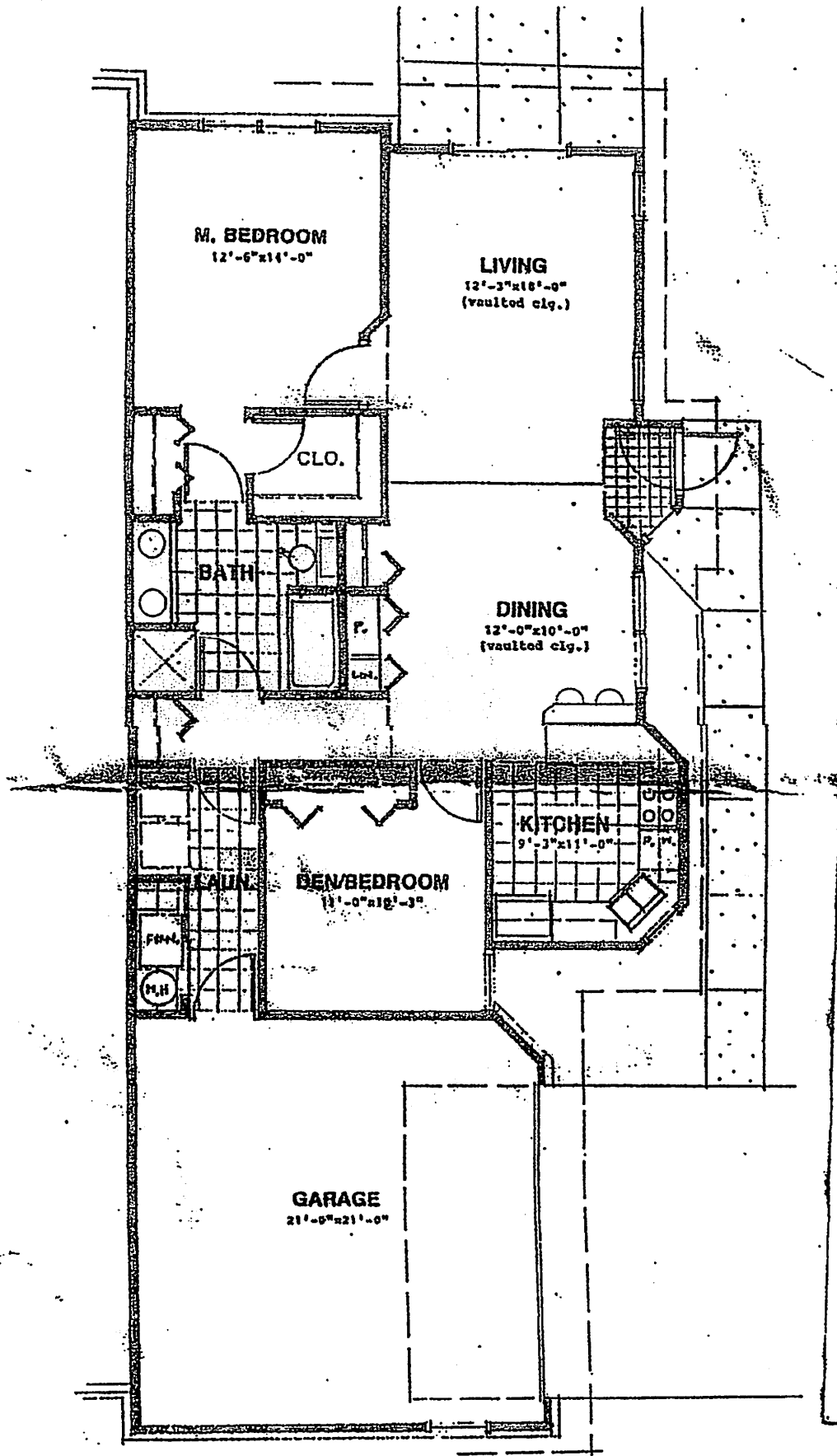
COLLINS SECOND ADD.



THE BUCKINGHAM

1273 SQ. FT.
ARTISTS CONCEPT NOT TO EXACT SCALE

Room dimensions are approximations only and may vary upon construction.

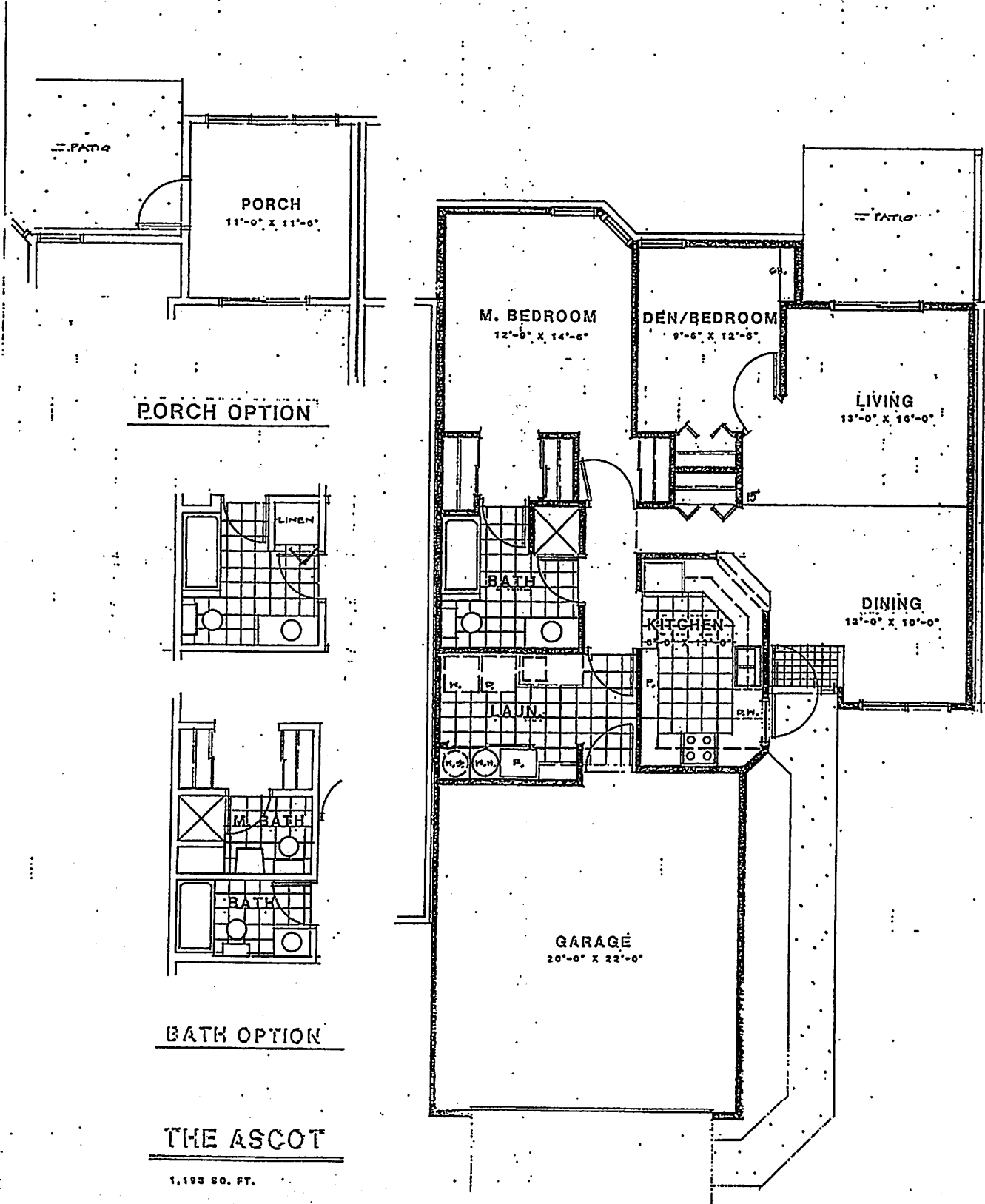


UNITS 192

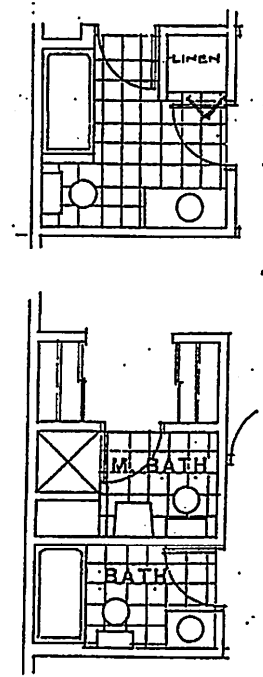
FLOOR PLAN

1,164 SF LIVING, 441 SF GARAGE

BUCKINGHAM 2



PORCH OPTION



BATH OPTION

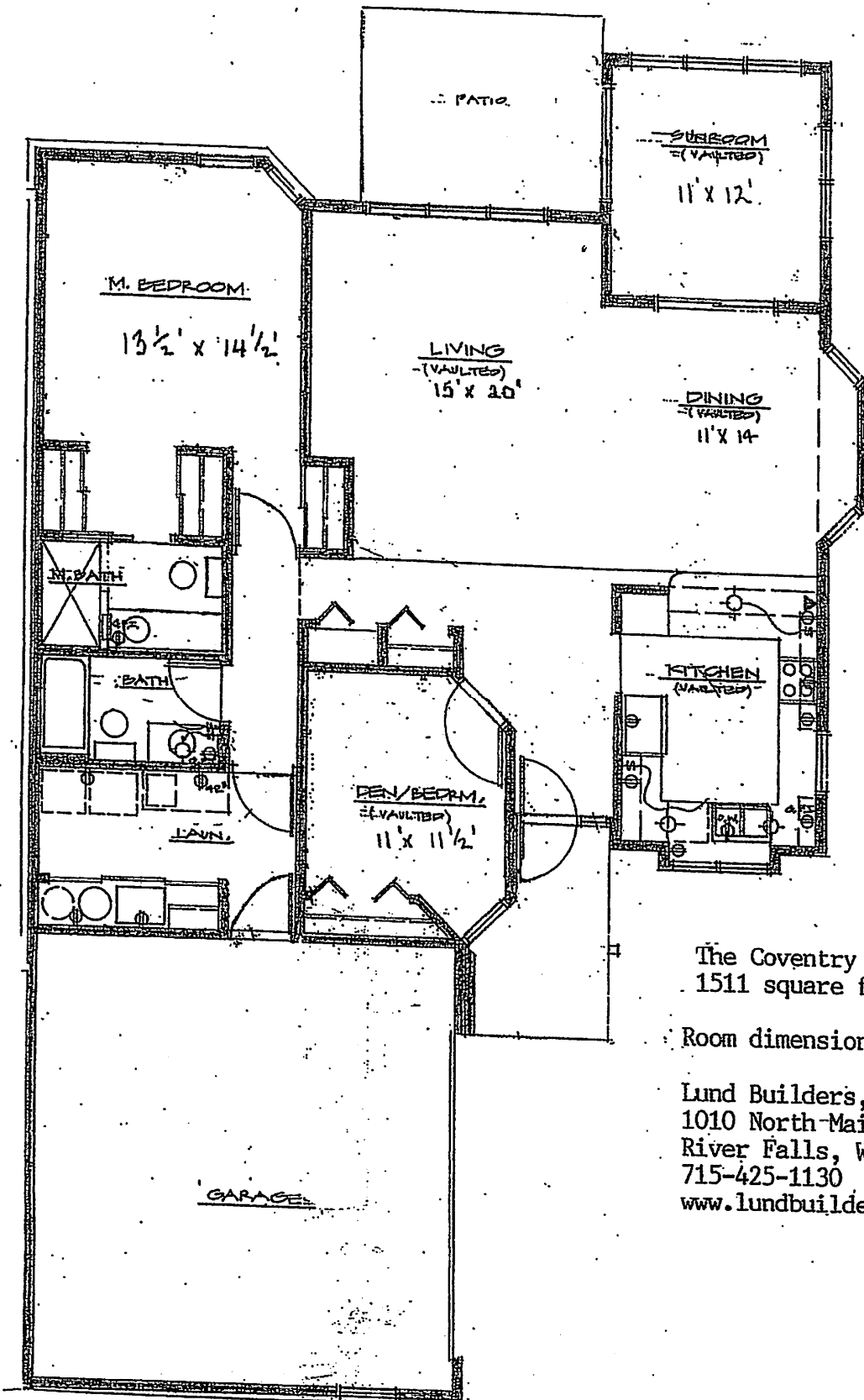
THE ASCOT

1,193 SQ. FT.

Collinswood

MIDDLE UNITS

Room dimensions are approximations only and may vary upon construction.



The Coventry
1511 square feet

Room dimensions are approximate.

Lund Builders, Inc.
 1010 North Main
 River Falls, WI 54022
 715-425-1130
 www.lundbuilders.com