

DECLARATION OF CONDOMINIUM OF WEST WOOD LANE, A CONDOMINIUM

Odanah Avenue, New Richmond, Wisconsin

DECLARATION made October 4, 1980, by Larry F. Hanson and Suzanne Hanson, husband and wife, as joint tenants, herein called the Declarants, for themselves, their successors, grantees, and assigns.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 703, Wisconsin Statutes, herein called the Condominium Ownership Act.

a) The name by which this condominium is to be identified is West Wood Lane, a Condominium, herein called the Condominium, and its address is Odanah Avenue, New Richmond, Wisconsin, 54017.

b) The lands owned by the Declarants which are hereby submitted to the condominium form of ownership are the following:

A parcel of land located in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3-30-18, also being a part of Block 4 and Block 11 of Syndicate Addition No. 1 of the City of New Richmond, St. Croix County, Wisconsin, to-wit:

Commencing at the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3-30-18; thence N 0°46'00" W along the East line of said forty 223.00 feet; thence S 89°12'40" W 50.00 feet to the West line of Odanah Avenue, being also the point of beginning;

thence continuing S 89°12'40" W along the South line of Lots 1 and 2 of Block 11, Syndicate Addition No. 1 a distance of 100.00 feet; thence S 0°46'00" E along the East line of Lots 3 and 6 a distance of 173.00 feet to the North line of S.T.H. "64"; thence S 89°12'40" W along said line 133.00 feet to the centerline of vacated St. Croix Avenue; thence N 0°46'00" W along said centerline 453.00 feet; thence N 89°12'40" E 233.00 feet to the West line of Odanah Avenue; thence S 0°46'00" E along said street line 280.00 feet to the point of beginning. Said parcel contains 2.026 acres. This parcel is also known as the Certified Survey Map filed January 21, 1980, in Volume 4, Certified Survey Maps, page 914, as Document #362438, more particularly shown in Exhibits "I" and "J". Subject to recorded easements, reservations, and rights of way, and further subject to a sewer easement to the City of New Richmond.

c) The above described real estate is further shown on the Plat of West Wood Lane, a Condominium, attached hereto as Exhibit "A" and incorporated herein by reference as a part of this Declaration.

2. DEFINITIONS. In this Declaration and the accompanying By-Laws, including all attached Exhibits, unless the context requires otherwise, all definitions shall be those indicated in Wisconsin Statute 703.02, et seq.

3. THE UNITS. Each unit shall include that part of the respective building containing the unit which lies within the boundaries of the unit, which boundaries shall be determined in the following manner:

a) The upper boundary shall be the plane of the lower surfaces of the unit ceiling of the second story of that particular unit.

b) The lower boundary shall be the plane of the lower surfaces of the floor slab.

c) The vertical boundaries of the unit shall be (1) the interior of the outside walls of the unit building bounding a unit except where there is attached to the building a balcony, terrace, or garage, or other portion of the building serving only the unit being bounded, in which event the boundaries shall be such as will include all of such structures and fixtures thereon, and (2) the centerline of the interior walls bounding a unit.

4. DESCRIPTION OF UNITS. The units of the Condominium are more particularly described as follows:

a) There are twenty typical unit floor plans which are designated as Units 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4D, 5A, 5B, 5C, and 5D. These units are generally described below and by the sketches attached hereto as the exhibits indicated in the following schedule. Further details are illustrated by the building plans and specifications attached as Exhibits "B", "C", "D", "E", "F", and "G".

Unit 1A: First floor - Living room, dining area, kitchen, and laundry room with half bathroom; Second floor - Master bedroom, bedroom, hall, and full bathroom; as shown in Exhibits "A" and "B", respectively; together with a one car detached garage, as shown in Exhibit "A".

REGISTERS OFFICE
ST. CROIX CO., WIS.

Rec'd. for Record File 7th
day of October A.D. 1980
at 10:45 A.M.

PAGE 2

James C. Connell
Register of Deeds

- Unit 1B: Same floor plan and garage as Unit 1A, except floor plan is reversed.
- Unit 1C: Same floor plan and garage as Unit 1A.
- Unit 1D: Same floor plan and garage as Unit 1A, except floor plan is reversed.
- Unit 2A: Same floor plan and garage as Unit 1A.
- Unit 2B: Same floor plan and garage as Unit 1A, except floor plan is reversed.
- Unit 2C: Same floor plan and garage as Unit 1A.
- Unit 2D: Same floor plan and garage as Unit 1A, except floor plan is reversed.
- Unit 3A: Same floor plan and garage as Unit 1A.
- Unit 3B: Same floor plan and garage as Unit 1A, except floor plan is reversed.
- Unit 3C: Same floor plan and garage as Unit 1A.
- Unit 3D: Same floor plan and garage as Unit 1A, except floor plan is reversed.
- Unit 4A: Same floor plan and garage as Unit 1A.
- Unit 4B: Same floor plan and garage as Unit 1A, except floor plan is reversed.
- Unit 4C: Same floor plan and garage as Unit 1A.
- Unit 4D: Same floor plan and garage as Unit 1A, except floor plan is reversed.
- Unit 5A: First floor - Living room, dining room, and kitchen; Second floor - Master bedroom, bedroom, hall, and full bathroom together with laundry area; as shown in Exhibits "D" and "E", respectively; together with a one car detached garage, as shown in Exhibit "A".
- Unit 5B: Same floor plan and garage as Unit 5A, except floor plan is reversed.
- Unit 5C: First floor - Living room, dining room, kitchen, and half bathroom; Second floor -

Master bedroom, second and third bedrooms, hall, walk-in closet, and full bathroom; as shown in Exhibits "F" and "G", respectively; together with a one car detached garage, as shown in Exhibit "A".

Unit 5D: Same floor plan and garage as Unit 5C, except floor plan is reversed.

b) A description in any deed or other instrument affecting title to any unit which makes reference to the number and letter designation of any unit as shown on the Plat of West Wood Lane, a Condominium, together with a reference to the condominium instruments shall be a good and sufficient description for all purposes.

c) A unit, together with its undivided interest in the common elements, for all purposes constitutes real property.

d) Each of the twenty units described heretofore are shown, respectively, in Exhibit "A", the Plat of West Wood Lane, a Condominium.

5. DESCRIPTION OF COMMON ELEMENTS. The common elements consist of all of the Condominium known as West Wood Lane, a Condominium, except for the twenty units heretofore described. These common elements are further described as those areas designated on the said Plat of West Wood Lane, a Condominium, as "common areas".

6. DESCRIPTION OF LIMITED COMMON ELEMENTS. The limited common elements consist of those common elements identified on the Plat of West Wood Lane, a Condominium as reserved for the exclusive use of one of the unit owners. These limited areas are further identified as those areas adjacent to particular units which are bordered by broken lines and are marked on the Plat of West Wood Lane, a Condominium as "limited areas". These limited common elements shall be for the exclusive use of the adjacent unit owner(s) to the exclusion of all other unit owners or others in the Condominium.

7. SHARES OF COMMON ELEMENTS, COMMON EXPENSES, AND COMMON SURPLUSES. Each unit owner shall own a five per cent (5 %) share in the common elements and in any common surplus possessed by the Association, and shall also be liable for the common expenses of the Association according to the same per cent share as shown above. Each unit owner shall therefore own a five per cent (5 %) undivided interest 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 the 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 such unit. No unit owner, nor any other person, may bring a suit for partition of the common elements, except as provided in Chapter 703, Wisconsin Statutes.

8. USE OF COMMON ELEMENTS. The common elements may be used only for the purposes for which they were intended and, except as otherwise provided in this Declaration and By-Laws, the common elements are subject to mutual rights of support, access, use and enjoyment by all unit owners. However, any portion of the common elements designated as limited common elements may be used only by the unit owner of the unit to which their use is limited in the Declaration and By-Laws. Also, any unit owner may convey by deed the limited common element to which the unit is associated, to any other unit owner, subject to the rights of any existing mortgagee.

9. STATEMENT OF PURPOSE FOR ALL UNITS. Each of the twenty units comprising West Wood Lane, a Condominium, shall be used solely for residential purposes, and shall further be subject to this Declaration and By-Laws, and in addition shall be subject to the Zoning Ordinances of the City of New Richmond.

10. AGENT FOR SERVICE OF PROCESS. The agent for the purpose of receiving service of process for West Wood Lane, a Condominium is hereby designated to be Larry F. Hanson, Route 2, New Richmond, Wisconsin, 54017. However, pursuant to the By-Laws, the Association of unit owners may designate a successor agent for service of process by a majority vote of the unit owners present at a meeting of said Association.

11. MAINTENANCE AND ALTERATION OF UNITS.

- a) The Association shall maintain, repair, and replace:
 - 1) all portions of a unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to the outside walls of the building and all fixtures on the exterior thereof; boundary walls of units; floor and ceiling supports or slabs; and load-bearing columns and load-bearing walls; and
 - 2) all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services

which are contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit which service part or parts of the Condominium other than the unit within which contained.

All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

- b) The responsibility of the unit owner shall be:
 - 1) to maintain, repair, and replace at his expense all portions of his unit except the portions to be maintained, repaired, and replaced by the Association;
 - 2) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit's building;
 - 3) to promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association.

c) Except as elsewhere reserved to the Declarant, neither a unit owner nor the Association shall make any alteration in the portions of a unit or building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the building, or impair any easement, without first obtaining written approval of owners of all units in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect, contractor, or other similar person, shall be filed with the Association prior to the start of the work.

12. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS.

a) The maintenance and operation of the common elements shall be the responsibility and the expense of the Association.

b) After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements except as provided by the By-Laws, but any such alteration or improvement shall not interfere with the rights of any unit owner.

13. ASSESSMENTS.

a) Assessments against unit owners for common expenses

shall be made pursuant to the By-Laws and shall be allocated as set forth in paragraph 7 of this Declaration.

b) Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at a rate not exceeding the highest rate permitted by Wisconsin, from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

c) The lien for unpaid assessments provided by Wisconsin Statute 703.16(4), et seq. shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

d) In any foreclosure of a lien for assessments the unit owner subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect such rental.

14. ASSOCIATION. The operation of the Condominium known as West Wood Lane, a Condominium, shall be by West Wood Lane Unit Owners Association, hereinafter called the Association, which shall be organized and shall fulfill its functions pursuant to the following provisions:

a) The members of the Association shall be the unit owners.

b) The Association shall not initially be incorporated pursuant to Wisconsin law, but may be incorporated pursuant to a vote of the Association pursuant to its By-Laws after all units have been transferred from Declarants to unit owners other than Declarants.

c) The By-Laws of the Association shall be in the form attached as Exhibit "H".

d) Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, nor for injury or damage caused by the elements or other owners or persons.

e) The share of a member in the funds and assets of the Association cannot be assigned, sold, or transferred in any manner, except as an appurtenance to his unit.

f) Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

15. INSURANCE. Pursuant to Wisconsin Statute 703.17, the Association shall obtain insurance for the property known as West Wood Lane, a Condominium, which insurance shall be purchased, maintained, and handled as follows:

a) Insurance policies upon the condominium property covering the items described in subparagraph b) of this paragraph shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interests may appear. Such policies and endorsements to mortgagees shall be deposited with the Association, acting pursuant to 703.17(1), as trustee, which shall hold them subject to the provisions of paragraph 16.

b) Insurance shall cover the following:

- 1) all buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief;
- 2) public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and nonowned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner;
- 3) workmen's compensation as required by law;
- 4) such other insurance as the Board of Directors of the Association shall determine to be desirable.

c) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

d) The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

16. RESPONSIBILITY OF ASSOCIATION AS INSURANCE TRUSTEE.

a) All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to the Association, acting as insurance trustee.

b) The duty of the Association, acting as insurance trustee, shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the unit owners and their mortgagees as follows. An undivided share of such proceeds on account of damage to common elements shall be allocated to the unit owners according to their shares of the common elements set forth in paragraph 7. Proceeds on account of units shall be held for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear.

c) Proceeds of insurance policies received by the Association, acting as insurance trustee, shall be distributed as follows:

- 1) All expenses of the Association, acting as insurance trustee shall be paid first.
- 2) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended as provided in paragraph 17. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
- 3) If it is determined as provided in paragraph 17 that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds shall be distributed

to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

17. WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED. Pursuant to Wisconsin Statute 703.18, in the event of damage to all or part of the common elements of West Wood Lane, a Condominium, such damaged common elements shall be repaired or reconstructed according to the following provisions:

a) If the damaged property is one of the unit buildings, and if units to which 50% or more of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined under the Termination Paragraph following that the Condominium shall be terminated.

b) If the damaged property is one of the unit buildings, and if units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, the damaged property will not be reconstructed or repaired and the Condominium will be terminated under the Termination Paragraph following unless within 60 days after the casualty the owners of at least 75% of the common elements agree in writing to such reconstruction or repair. No mortgagee shall have any right to participate in the determination as to whether damaged property shall be reconstructed or repaired.

c) Any reconstruction or repair so performed must be substantially in accordance with the plans and specifications for the original buildings, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is one of the unit buildings, by the owners of not less than 75% of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

18. RESPONSIBILITIES AND PROCEDURES AS TO PAYMENT FOR REPAIRS OR RECONSTRUCTION.

a) If damage occurs only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

b) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

c) If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the unit owners who own the damaged property, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during, or following the completion of, construction. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

d) In all cases, the Association, acting as trustee, shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

e) The proceeds from assessments and insurance received by the Association, acting as trustee, shall be disbursed as follows:

- 1) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the unit owner, shall be paid by the trustee to the unit owner or, if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.
- 2) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the Association, shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the Board of Directors of the Association.

19. USE RESTRICTIONS. The use of the property of West Wood Lane, a Condominium, shall be in accordance with the following provisions:

a) Each of the units shall be occupied only by a family, and guests, as a residence and for no other purpose. Except as may be reserved to the Declarants, no unit may be

divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be effected thereby.

b) The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of all of the units.

c) No use or practice shall be permitted on the Condominium property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the Condominium property. No immoral, improper, offensive, or unlawful use shall be made of the Condominium property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No rooms may be rented or transient guests accommodated.

d) Until the Declarants have completed and sold all of the units, neither the unit owners nor the Association nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. The Declarants may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the property, and the display of signs.

e) Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Association in the manner provided by its By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the Condominium upon request.

20. APPROVAL OF TRANSFER, SALE, OR LEASE.

a) No unit owner may effectively dispose of a unit or

any interest therein by sale or lease, except to another unit owner in the Condominium, without approval of the Association. If any unit owner shall acquire his title by gift, devise, or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

b) A unit owner intending to make a bona fide sale or lease of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or lessee, and such other information concerning the intended purchaser or lessee as the Association may reasonably require. In the case of a prospective sale, such notice, at the unit owner's option, may include a demand by him that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. A unit owner who has obtained his title by gift, devise, or inheritance shall give to the Association notice of the acquiring of his title, together with such personal information as the Association may reasonably require, and a certified copy of the instrument evidencing his title. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership.

c) Within 30 days after receipt of the notice described in subparagraph b) of this paragraph the Association must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Board of Directors of the Association in recordable form, and shall be delivered to the purchaser, lessee, or new owner and shall be recorded in the Register of Deeds Office, St. Croix County, Wisconsin, except that a lease of not more than five years need not be recorded.

21. DISAPPROVAL OF TRANSFER, SALE, OR LEASE.

a) If the Association disapproves a proposed sale and if the notice of sale given by the unit owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the unit owner an offer to purchase by a purchaser approved by the Association who will purchase and to whom

the unit owner must sell the unit. At the option of such purchaser, to be stated in his offer, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration whereby one qualified real estate appraiser appointed by the purchaser and one qualified real estate appraiser appointed by the unit owner appraise the unit in question. The fair market value for the unit in question shall be the average of the two appraisals done by the qualified real estate appraisers. A judgment of specific performance of the sale after the fair market value has been determined by the two appraisers may be entered in the Circuit Court, St. Croix County, Wisconsin. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within 30 days after the delivery or mailing of such offer to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

b) If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

c) If the Association disapproves the acquisition of title by gift, devise, or inheritance, the provisions of subparagraph a) of this paragraph shall apply (except the purchase price shall be at the fair market value determined by arbitration).

d) If the Association shall fail to provide a purchaser as required in subparagraphs a) and c) of this paragraph, then notwithstanding the disapproval, the sale or ownership, as the case may be, shall be deemed to have been approved, and the Association shall furnish a certificate of approval as provided in paragraph 20.

22. MORTGAGE AND ACQUISITION BY MORTGAGEES.

a) No unit owner may mortgage his unit or any interest therein without the approval of the Association, except to a bank, life insurance company, or a federal savings and loan association, the Federal Housing Association, or Farmers Home Administration. The approval of any other mortgagee shall be subject to conditions determined by the Association.

b) The provisions of paragraphs 20 and 21 shall not apply to a transfer to or purchase by a bank, life insurance company, federal savings and loan association, the Federal Housing Association, or Farmers Home Administration, which acquires its title as the result of owning a mortgage upon

the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale, or lease by a bank, life insurance company, federal savings and loan association, the Federal Housing Association, or Farmers Home Administration which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sales, foreclosure sales, judicial sales, or tax sales.

23. NOTICE OF LIEN OR LAWSUIT.

a) A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes, and special assessments, within five days after the attaching of the lien. Failure to comply with this subparagraph will not affect the validity of any judicial sale.

b) Notice shall be given to the Association of every lawsuit or other proceeding which may affect the title to his unit within five days after the unit owner receives knowledge thereof.

24. COMPLIANCE AND DEFAULT.

a) Each unit owner shall be governed by and shall comply with the terms of this Declaration and By-Laws, and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the Association or other unit owners to the relief described in subparagraph b) of this paragraph in addition to the remedies provided by the Condominium Ownership Act.

b) A unit owner shall be liable for the expenses of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable

attorneys' fees as may be awarded by the Court.

c) The failure of the Association or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Ownership Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

25. AMENDMENTS. This Declaration may be amended in the following manner:

a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Board of Directors at or prior to the meeting. Except as elsewhere provided, such approvals must be either by (1) not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or (2) not less than 80% of the votes of the entire membership of the Association; or (3) until the first election of directors, only by all of the directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

c) No amendment shall discriminate against any unit owner or against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit and all record owners of liens thereon shall join in the execution of the amendment.

d) A copy of each amendment shall be certified by the President and Secretary of the Board of Directors of the Association as having been duly adopted and shall be effective when recorded in the Register of Deeds Office, St. Croix County, Wisconsin.

26. RIGHT OF ENTRY BY THE BOARD OF DIRECTORS. The Board of Directors of the Association or persons authorized by them

shall have the right to enter and inspect all units at reasonable times and upon reasonable notice to the unit owner(s) involved as may be necessary in connection with any repair, reconstruction, maintenance, or replacement for which the Association is responsible. The Association shall have the right to perform such repair, reconstruction, maintenance, or replacement within such unit after entry.

27. NOTICES. Notices required or permitted to be given to the Association or the Board of Directors of the Association may be either personally served on any member of the Board of Directors or may be mailed to any of the Board of Directors at his unit. Notices required or permitted to be given to any unit owner may be either personally served on the unit owner or may be mailed to the unit owner at his unit address.

28. TERMINATION OF CONDOMINIUM. The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Ownership Act:

a) In the event it is determined under paragraph 17(b) that the buildings shall not be reconstructed because of major damage to all buildings, the condominium plan of ownership will be thereby terminated without agreement.

b) The Condominium may be terminated at any time by the approval in writing of all of the owners of the Condominium, and by all record owners of liens thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of liens upon the same 75% of the common elements, are obtained not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners during the period ending on the 60th day from the date of such meeting.

c) The option described in subparagraph b) of this paragraph shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased of an offer to purchase signed by the record owners of units who will participate in the purchase. Such offer shall indicate which units will be purchased by each participating owner and shall offer to purchase all of the units owned by owners not approving the termination, but the offer shall effect a separate contract between

each seller and his purchaser.

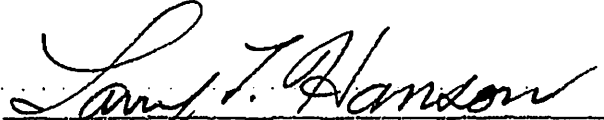
d) The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such offer, and in the absence of agreement, by arbitration whereby one qualified real estate appraiser appointed by the purchaser and one qualified real estate appraiser appointed by the unit owner appraise the unit in question. The fair market value for the unit in question shall be the average of the two appraisals done by the qualified real estate appraisers. A judgment of specific performance of the sale after the fair market value has been determined by the two appraisers may be entered in the Circuit Court, St. Croix County, Wisconsin. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within ten days following the determination of the sale price.

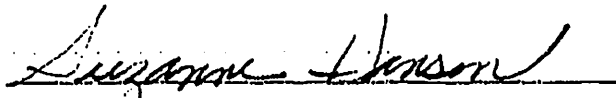
e) The termination of the Condominium shall be evidenced by a certificate of the Association executed by the President and Secretary of the Board of Directors of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Register of Deeds Office, St. Croix County, Wisconsin.

f) After termination of the Condominium, the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

29. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provisions of this Declaration and By-Laws, and regulations of the Association shall not affect the validity of the remaining portions thereof.

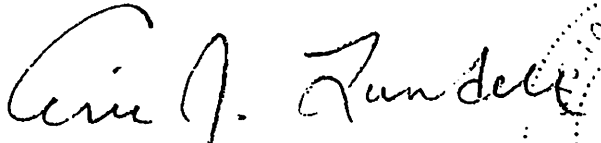
IN WITNESS WHEREOF, the Declarants have executed this Declaration the day and year first above written.

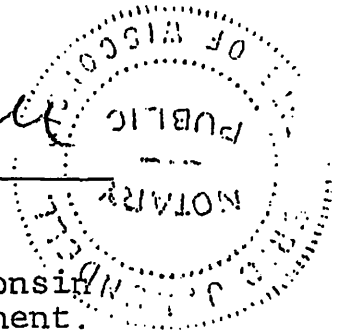

Larry F. Hanson - Declarant


Suzanne Hanson - Declarant

STATE OF WISCONSIN)
) ss
ST. CROIX COUNTY)

Personally came before me, Eric J. Lundell, Notary Public, St. Croix County, Wisconsin, this 4th day of October, 1980, the above named Larry F. Hanson and Suzanne Hanson, to me known to be the persons who executed the foregoing Declaration and acknowledged the same.


Eric J. Lundell
Notary Public
St. Croix County, Wisconsin
My Commission is permanent.

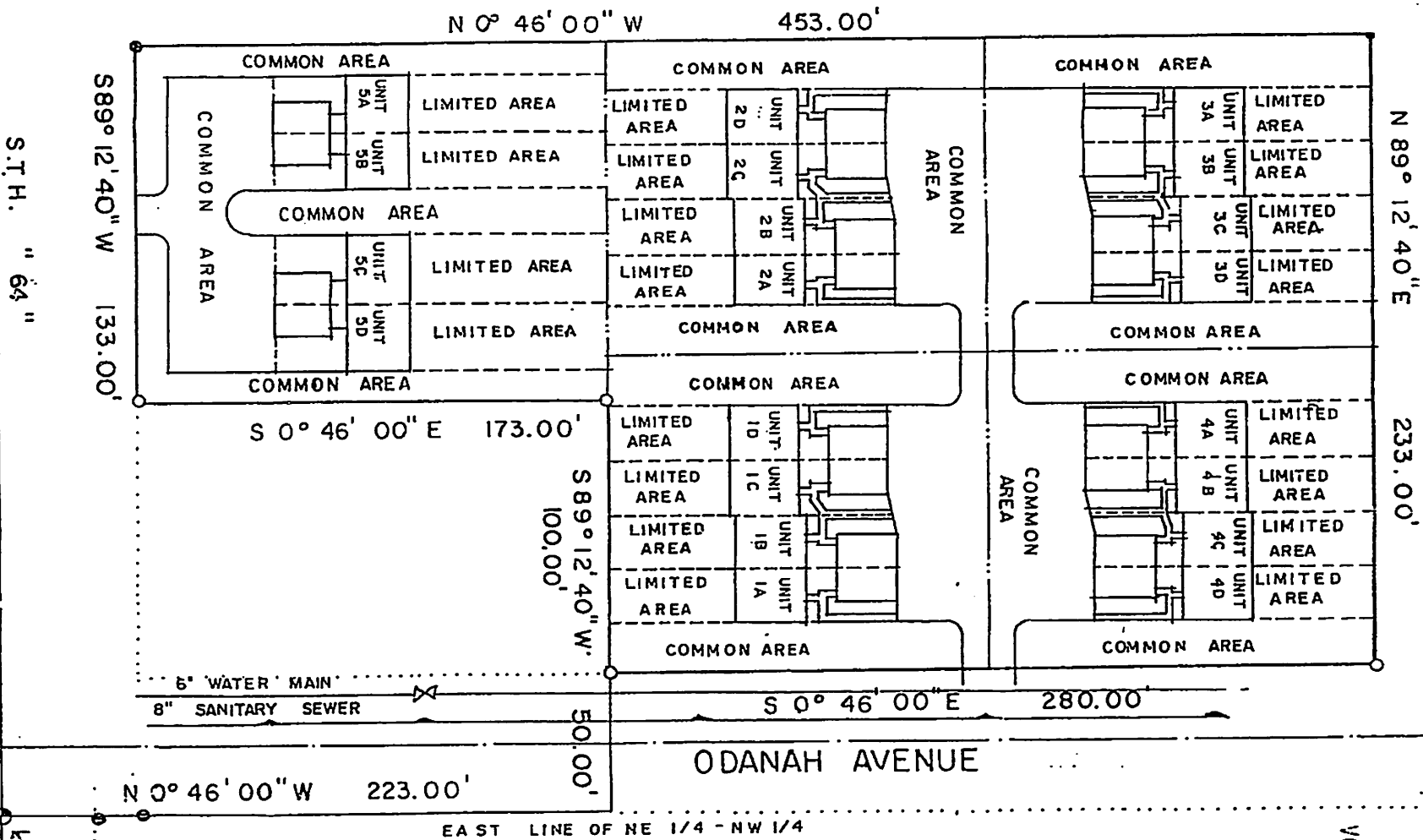


This Declaration was drafted by Eric J. Lundell, New Richmond, Wisconsin 54017.

A PLAT OF WEST WOOD LANE, A CONDOMINIUM....

EXHIBIT "A"

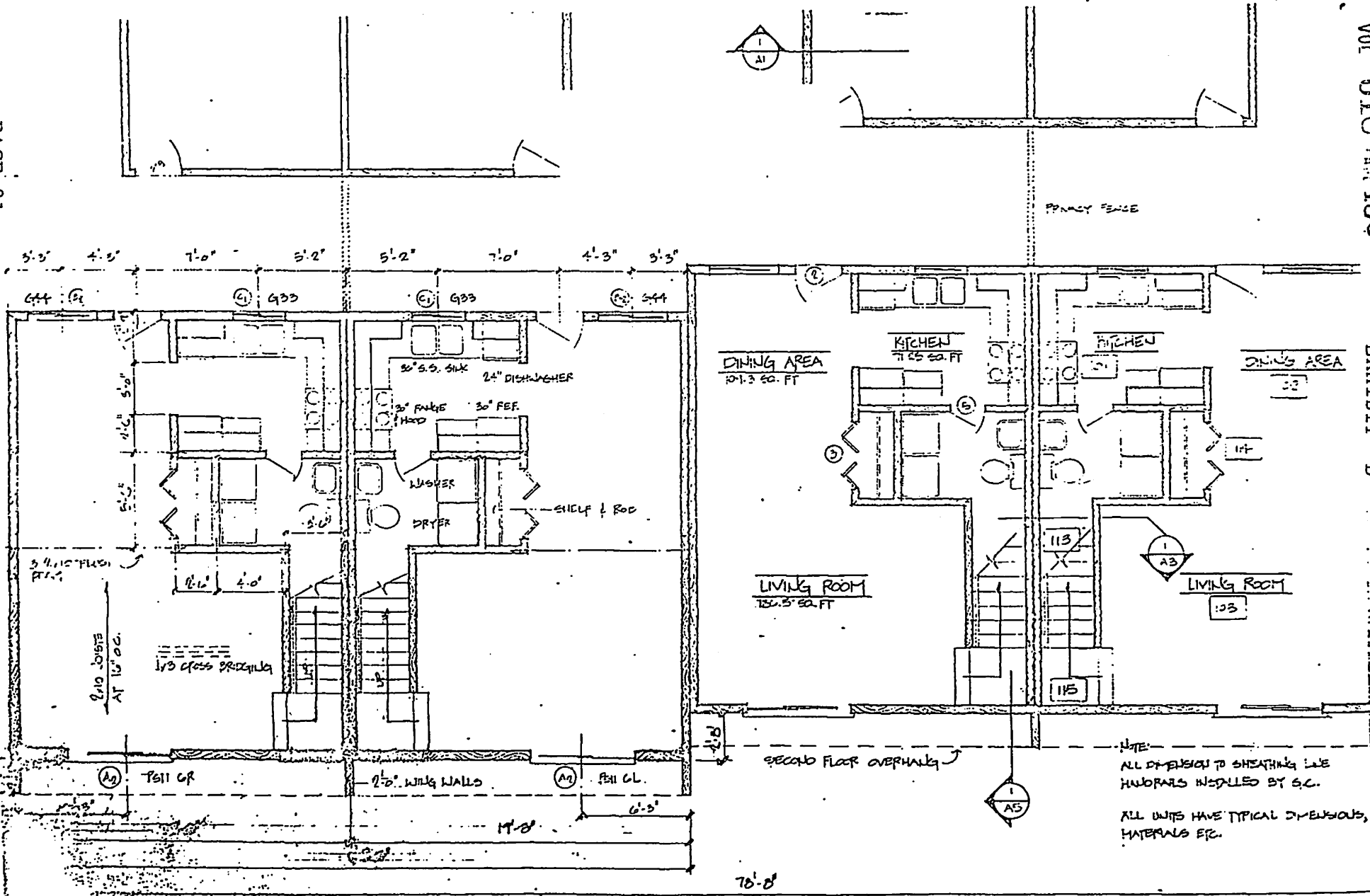
VOL. 618 PAGE 498

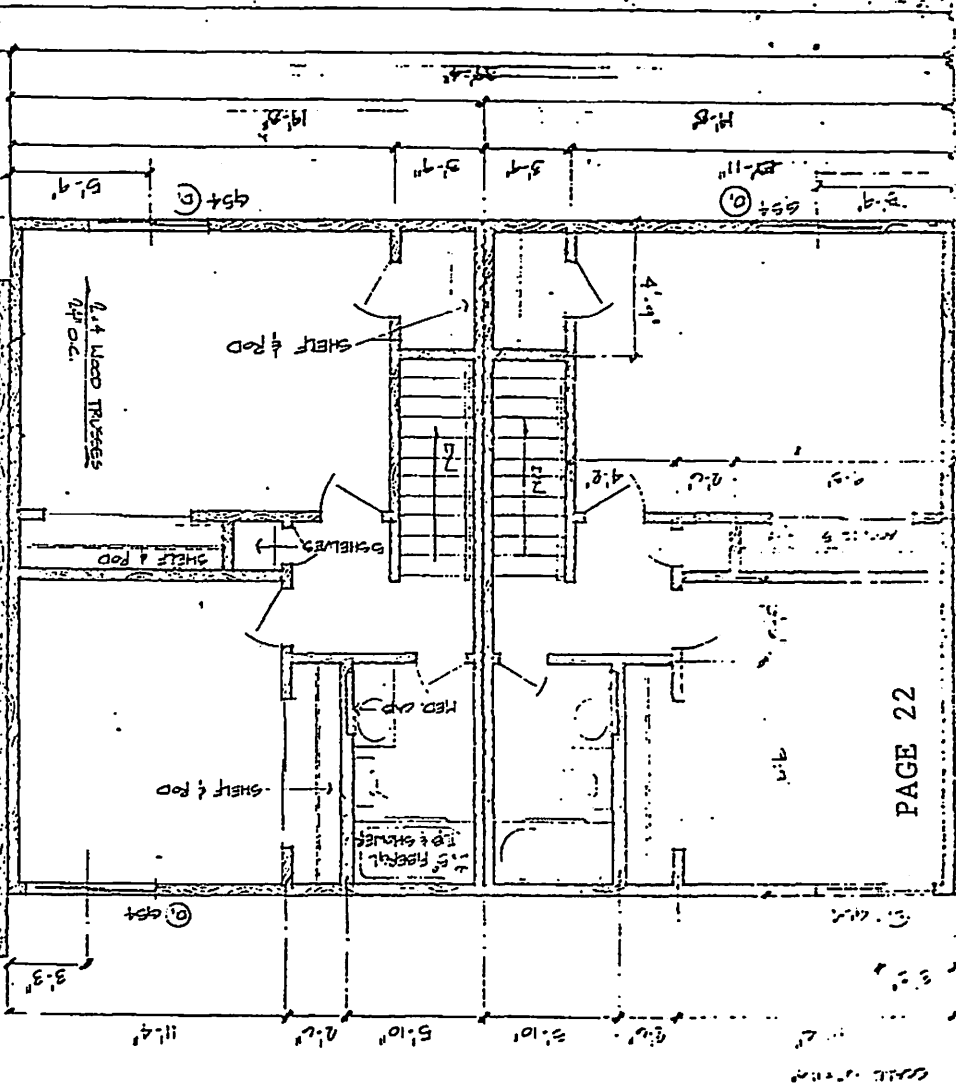
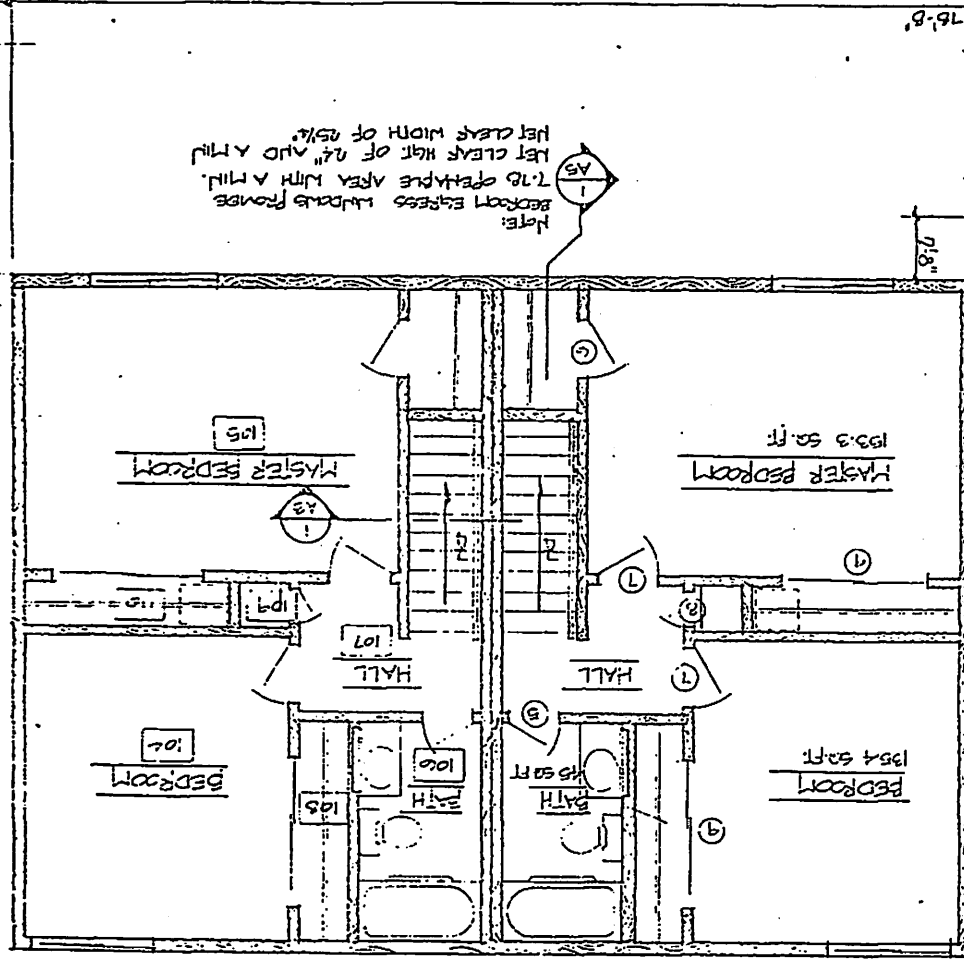


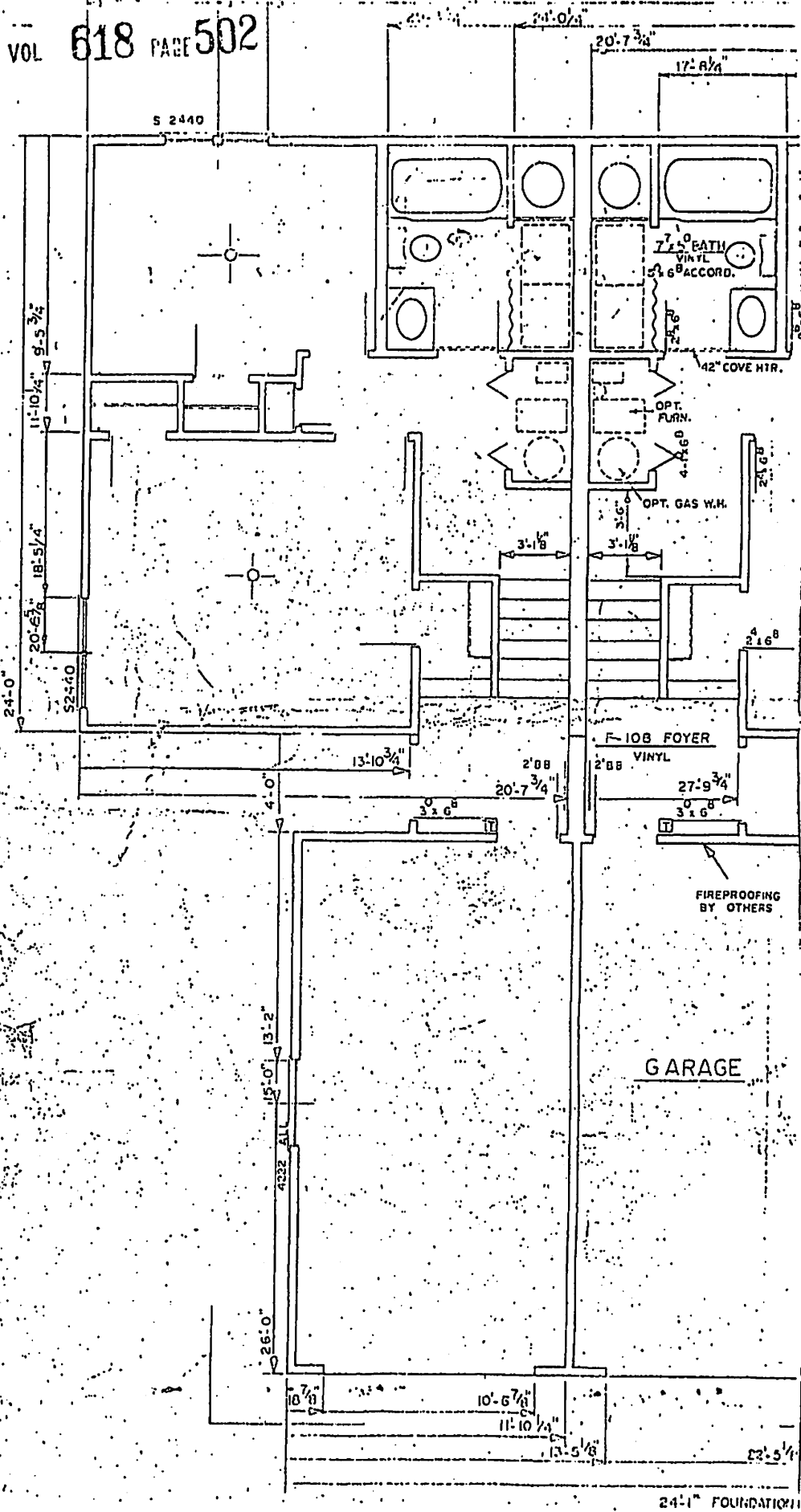
NORTH

- SET SPIKE IN BASE OF ELECTRICAL BOX
- SET 1" X 24" IRON PIPE WEIGHING 113 LBS. PER LINEAL FOOT
- IRON PIPE FOUND
- SCALE: 1" = 60'

SE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 3, T30N, R 18 W







9'6" x 10'3" LIVING ROOM
VINYL

10'3" x 10'0" KITCHEN
VINYL

4'6" x 6'0" BATH
VINYL

4'5" x 5'6" BATH
VINYL

DIB W3563 FRIG

W35630 W35635

12'9" x 17'0" LIVING ROOM

CARPET

2 x 6 WALLS

BY OTHERS

12" ROOF OVING.
(BOTH ENDS)

24" OVING.
(FRONT & BACK)

40" OVING.
(BOTH SIDES)

9 x 7 OVERHEAD DR.

9 x 7

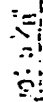


EXHIBIT "H"

BY-LAWS OF

WEST WOOD LANE, A CONDOMINIUM

1. IDENTITY. These are the by-laws of West Wood Lane, a Condominium, located at Odanah Avenue, New Richmond, Wisconsin. West Wood Lane, a Condominium, shall be operated by West Wood Lane Unit Owners Association, hereinafter called the Association, which, pursuant to paragraph 14 of the Declaration, shall be organized and shall fulfill its function according to these By-Laws, in addition to the Declaration. The members of the Association shall be the unit owners. The fiscal year of the Association shall be the calendar year.

2. MEMBERS' MEETINGS.

a) The annual members' meeting shall be held at a place designated by the Board of Directors of the Association on a date sometime during the first week of January of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

b) Special members' meetings shall be held whenever called by the President of the Board of Directors or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast at least one-third of the votes of the entire membership.

c) Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or the Secretary of the Board of Directors, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten days nor more than 60 days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meetings.

d) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten days, and adequate notice of the new date shall be given as described in paragraph c) of this Section.

e) In any meeting of members the owners of the units shall be entitled to cast one vote per unit owned. There shall be a total of twenty votes, representing one vote per unit. If the decision to be made is required to be by the owners of a stated percentage of the common elements, each unit owner shall be entitled to five per cent (5%) of the total percentage of 100%. Should one person own more than one unit, that person shall be entitled to one vote per unit owned, or five per cent (5%) of the total percentage of 100% per unit owned.

f) If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Board of Directors of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President or the Vice President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Board of Directors of the Association. Such certificate so filed shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

g) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary of the Board of Directors of the Association before the appointed time of the meeting.

h) The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be as follows:

- 1) election of chairman of the meeting;
- 2) calling of the roll and certifying of proxies;
- 3) proof of notice of meeting or waiver of notice;
- 4) reading and disposal of any unapproved minutes;
- 5) reports of officers;
- 6) reports of committees;
- 7) election of inspectors of election;
- 8) election of directors (if necessary);
- 9) unfinished business;
- 10) new business; and
- 11) adjournment.

i) Until the Declarants of the Condominium, herein called the Declarants, have completed and sold all of the units of the Condominium, or until December 31, 1981, or until the Declarants elect to terminate their control of the Condominium, whichever shall occur first, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors of the Association.

j) Before the initial members' meeting is held after the event described in paragraph i) of this Section, the Declarants shall appoint, in writing, not less than three nor more than five unit owners who shall thereafter serve as the Board of Directors of the Association until the initial members' meeting where the new Board of Directors shall be chosen by the membership. The Declarants shall appoint one unit owner who shall thereafter be called the President of the Board of Directors; one unit owner who shall be called the Vice-President of the Board of Directors; one unit owner who shall be called the Secretary of the Board of Directors; and one unit owner who shall be called the Treasurer of the Board of Directors. Any unit owner may be allowed to be appointed to more than one office at one time. In all other respects, the Board of Directors so appointed by the Declarants, shall meet, organize, and have all of the powers and duties of the elected Board of Directors as described further in the following paragraphs.

3. DIRECTORS.

a) The affairs of the Association shall be managed by a board of not more than five directors. Directors' fees, if any, shall be determined by the members.

b) Election of directors shall be conducted at the annual members' meeting. Nominations for directors shall be made from the floor. The election shall be by ballot

(unless dispensed with by unanimous consent of the members) and by a majority of the votes cast, each person voting being entitled to one vote per unit owned. There may be cumulative voting. The following shall be the order for nominations from the floor and for the election of each particular officer, required to be a unit owner:

- 1) President of the Board of Directors
- 2) Vice-President of the Board of Directors
- 3) Secretary of the Board of Directors
- 4) Treasurer of the Board of Directors
- 5) Assistant Secretary of the Board of Directors

After the President of the Board of Directors has been elected by a majority vote of the members, the Chairman of the meeting shall have no further purpose. Thereafter, the President shall conduct the business of the meeting, including the election of all subsequent officers of the Board of Directors, who shall all be owners of units.

c) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by members at a special members' meeting called pursuant to Section 2(b) of the By-Laws.

d) Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special members' meeting called for that purpose, pursuant to Section 2(b) of the By-Laws. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

e) The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner herebefore provided.

4. DIRECTORS' MEETINGS.

a) The organization meeting of a newly-elected Board of Directors shall be held within ten days of its election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

b) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from

time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally, or by mail, telephone, or by other suitable means at least three days prior to the day named for such meeting.

c) Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Notice of the meeting shall be given personally, or by mail, telephone, or by other suitable means at least three days prior to the day named for such meeting, which notice shall state the time, place, and purpose of the meeting.

d) Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

e) A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Declaration of Condominium, herein called the Declaration, or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

f) The presiding officer at Board of Directors' meetings shall be the President of the Board of Directors, or if he is not present at such meeting, the Vice-President of the Board of Directors. In the absence of either of those officers, the directors present shall designate one of their number to preside.

g) The order of business at Board of Directors' meetings shall be as follows:

- 1) calling of roll;
- 2) proof of notice of meeting;
- 3) reading and disposal of any unapproved minutes;
- 4) reports of officers and committees;
- 5) unfinished business;

- 6) new business; and
- 7) adjournment.

5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Ownership Act, the Declaration, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by unit owners when such is specifically required. Compensation of employees of the Association shall be fixed by the Board of Directors. A director may be an employee of the Association, and a contract for management of the Condominium may be entered into with a director.

6. OFFICERS OF THE BOARD OF DIRECTORS.

a) The executive officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer, and an Assistant Secretary, all of whom shall be elected annually by the members of the Condominium and who may be removed pursuant to Section 3(d) of the By-Laws. No person so elected shall hold more than one office, except pursuant to Section 2(j) of the By-Laws. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation of officers of the Board of Directors, if any, shall be fixed by the members at the annual members' meeting. Officers elected by the Board of Directors shall be compensated as fixed by the Board of Directors.

b) The President of the Board of Directors shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including, but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

c) The Vice-President of the Board of Directors shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

d) The Secretary shall keep the minutes of all proceedings of the Board of Directors and the members' meetings.

He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association, if any, and shall affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President.

e) The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.

f) The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or is unable to perform such duties. He shall generally assist the Secretary in performance of the duties attendant to the office of Secretary.

7. ACCOUNTING. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a) Current expenses - which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements, or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b) Reserve for deferred maintenance - which shall include funds for maintenance items which occur less frequently than annually.

c) Reserve for replacement - which shall include funds for repair or replacement required because of damage, depreciation, or obsolescence.

d) Additional improvements - which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements.

8. BUDGET. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray common expenses and to provide funds for the accounts listed in Section 7 of these By-Laws. The budget shall take into account the following items:

a) Current expense - the amount for which shall not exceed 105% of the budget for this account for the prior year.

b) Reserve for deferred maintenance - the amount for which shall not exceed 105% of the budget for this account for the prior year.

c) Reserve for replacement - the amount for which shall not exceed 105% of the budget for this account for the prior year.

d) Additional improvements - the amount for which shall not exceed \$10,000.00; provided, however, that in the expenditure of this fund no sum in excess of \$2,500.00 shall be expended for a single item or purpose without approval of the members of the Association.

e) Operations - the amount of which may be to provide a working fund or to meet losses.

The amount of each budgeted item may be increased over the foregoing limitations when approved by unit owners entitled to cast not less than 75% of the votes of the entire membership of the Association. Until the Declarants have completed and sold all of the units of the Condominium, or until December 31, 1981, or until the Declarants elect to terminate their control of the Condominium, whichever occurs first, the Board of Directors may omit from the budget all allowances for contingencies and reserves. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

9. ASSESSMENTS.

a) Assessments against the unit owners for their shares of the items of the budget shall be made on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in two equal payments on the first day of January and first day of July of the year for which the assessments are made. If an annual

assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors if the items of the amended budget do not exceed the limitations thereon for that year. Any item which does exceed such limitation shall be subject to the approval of the membership of the Association as provided in Section 8 of these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment.

b) If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the unit owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten days after the delivery thereof to the unit owner, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall occur first.

c) Assessments for common expenses of emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice thereof in such manner as the Board of Directors may require.

d) All assessments, until paid, together with interest on them and actual costs of collection, constitute a lien on the units on which they are assessed, if a statement of lien is filed within two years after the date the assessment becomes due. It shall be the responsibility of the Board of Directors to file any liens whenever any assessment is due and has not as yet been paid. This statement of condominium lien shall be filed in the Register of Deeds Office, St. Croix County, Wisconsin. The President and the Secretary of the Board of Directors are hereby authorized to execute and verify any necessary statements of condominium liens. On full payment of the assessment for which the lien is claimed, the unit owner shall be entitled to a filable satisfaction of the lien from the Board of Directors. All provisions of Wisconsin Statute 703.16 et seq. are hereby adopted in these By-Laws, as if set forth fully herein, by reference thereto.

e) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by either the Treasurer of the Board of Directors, or by such persons as are authorized by the Board of Directors.

f) An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

g) Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

10. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, or these By-Laws.

11. AMENDMENTS. These By-Laws may be amended in the following manner:

a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Board of Directors at or prior to the meeting. Except as elsewhere provided, such approvals must be by at least 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or by at least 80% of the votes of the entire membership of the Association. Until the first election of directors, all directors must approve any amendment.

c) No amendment shall discriminate against any unit owner or against any unit or class or group of units unless

the unit owners so affected shall consent. No amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the unit owner's share of the common expenses, nor change the voting rights of members, unless the record owner of the unit concerned and all record owners of liens thereon shall join in the execution of the amendment.

d) A copy of each amendment shall be certified by the President and Secretary of the Board of Directors of the Association as having been duly adopted and shall be effective when recorded in the Register of Deeds Office, St. Croix County, Wisconsin.

12. USE RESTRICTIONS. Pursuant to paragraph 19 of the Declaration of Condominium, reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association. These regulations, when properly passed by majority vote of the Board of Directors, shall be binding on all unit owners as if set forth fully in either the Declaration of Condominium or these By-Laws. Copies of all regulations so passed by the Board of Directors shall be distributed to all unit owners by the Secretary of the Board of Directors. These regulations so passed, need not be recorded in the Register of Deeds Office, St. Croix County, Wisconsin in order to be effective.

13. ASSOCIATION NOT TO PROFIT. The Board of Directors of the Association shall operate the Association in such a manner as not to profit from any operation thereof, including the assessment of the unit owners for common expenses.

CERTIFICATE OF SURVEYOR

STATE OF WISCONSIN)
) ss.
 COUNTY OF ST. CROIX)

Arthur L. Wegerer, being first duly sworn, on oath deposes and says:

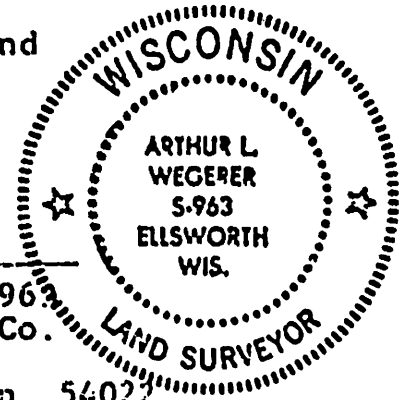
That he is a Registered Land Surveyor in the State of Wisconsin.

That he has reviewed the Plat of West Wood Lane, a Condominium, a project he has personally surveyed for the Declarants, Larry F. Hanson and Suzanne Hanson, and hereby certifies and declares that the said Plat, as shown on Exhibit "A", together with the attached Exhibits "B", "C", "D", "E", "F", "G", "I", and "J", is a correct representation of the condominium described.

That he further certifies and declares that the identification and location of each unit and the common elements can be determined from the said Plat.

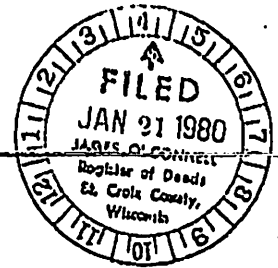
That Wisconsin Statute 703.11 has been fully and accurately complied with by the Declarants and your affiant.

Arthur L. Wegerer
 Arthur L. Wegerer S-963
 Dittloff Engineering Co.
 421 N. Main Street
 River Falls, Wisconsin 54022

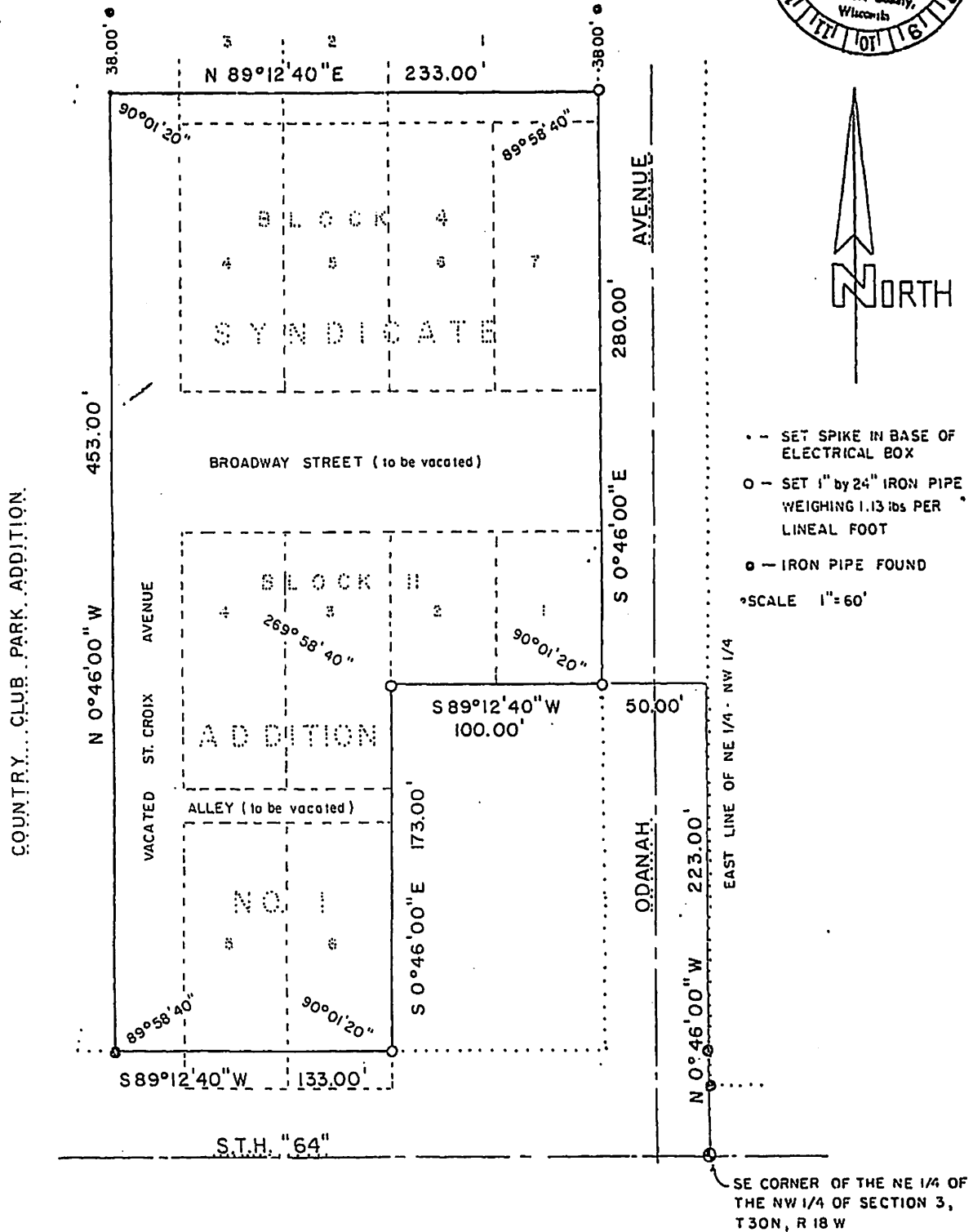


Subscribed and sworn to before me
 this 7th day of October, 1980.

Darlene B. Murray
 Darlene B. Murray
 Notary Public - St. Croix County
 State of Wisconsin
 My Commission expires Oct. 13, 1983



CERTIFIED SURVEY MAP



SURVEYED

I, Arthur L. Wegerer, Registered Land Surveyor, hereby certify: that this plat complies with the provisions of Chapter 23.03, of the Wisconsin Statutes and the provisions of the City of New Richmond Subdivision Ordinance and under the direction of Elsie Busch, owner of said land, I have surveyed, divided, and mapped said parcel of land, that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in the NW 1/4 of the NW 1/4 of Section 3, T30N, R11W, also being a part of Block 4 and Block 11 of Syndicate Addition No. 1 of the City of New Richmond, St. Croix County, Wisconsin, to-wit:

Beginning at the Southeast corner of the NW 1/4 of the NW 1/4 of Section 3, T30N, R11W; thence N89°40'00"W along the East line of said lot 123.00'; thence S89°12'40"W 10.00' to the West line of Odanah Avenue, being also the point of beginning;

thence continuing, S89°12'40"W along the South line of Lots 1 and 2 of Block 11, Syndicate Addition No. 1 a distance of 100.00'; thence S90°40'00"E along the East line of Lots 3 and 4 a distance of 173.00' to the North line of S.T.R. #4; thence S89°12'40"W along said line 173.00' to the centerline of vacated St. Croix Avenue; thence N89°12'40"W along said centerline 433.00'; thence N89°12'40"E 233.00' to the West line of Odanah Avenue; thence S90°40'00"E along said street line 250.00' to the point of beginning. Said parcel contains 2.026 acres.

Arthur L. Wegerer 1/21/80
 Arthur L. Wegerer A.L.S. #3-963
 Dittler Engineering Co.
 River Falls, WI 54602

