

OF  
HERITAGE ESTATES CONDOMINIUMS  
Onalaska, Wisconsin

Owner/Declarant: Stanek Construction, Inc. Heritage Estates  
2304 CTH "OS" Association, Inc.  
Onalaska, WI 54650 2234 CTH "OS"  
Onalaska, WI 54650

Developer/General Contractor: Stanek Construction, Inc.  
2304 CTH "OS"  
Onalaska, WI 54650

Exclusive Sales Agent: Hoppens Realty, Inc.  
1828 East Main Street  
Onalaska, WI 54650

and

Dennis L. Stanek  
2304 CTH "OS"  
Onalaska, WI 54650

1. 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.
2. 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.
3. 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.

The disclosure materials the Declarant is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

1. Declaration. The Declaration establishes and describes the condominium, the units and common areas. The declaration begins on page. . . . . D-1

2. By-Laws. The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of Unit Owners. The By-Laws begin on page. . . . . B-1

3. Annual Operating Budget. The Association incurs expenses for operation of the condominium which are assessed to the Unit Owners. The Operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget is attached to the By-Laws as Exhibit C.

4. Floor Plans and Map. The Declarant has provided floor plans of the units being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The map and the floor plans are attached to the Declaration as Exhibit A.

5. Owners Association. The Unit Owners, acting collectively through the Board and its offices, shall be known and organized as HERITAGE ESTATES ASSOCIATION, INC., a non-stock, non-profit corporation in accordance with Chapter 181, Wisconsin Statutes. A

copy of the Articles of Incorporation of such corporation are attached to the By-Laws as Exhibit B.

6. Rules and Regulations: In addition to the By-Laws of the Association, the Declarant has provided a set of rules and regulations for the harmonious operation of the condominiums. They are attached to the By-Laws as Exhibit D.

7. Dairyland Power Cooperative Easement: As additional disclosure to prospective purchases, Declarant has provided a copy of a letter agreement between Dairyland Power Cooperative and Declarant regarding the existence of an easement upon the subject real property, a copy of said letter agreement is attached to these documents as Exhibit E.

HERITAGE ESTATES CONDOMINIUMS  
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Exhibit A:	Condominium Plat and Floor Plans
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Exhibit D:	Rules and Regulations
Exhibit E:	Dairyland Power Cooperative Easement Letter Agreement

## INTRODUCTION

THIS DECLARATION is made and entered into by Heritage Estates Association, Inc., herein referred to as Declarant:

## WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described, located in the City of Onalaska, La Crosse County, Wisconsin; and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind now or to be hereafter constructed, and all rights and privileges belonging or in anyway pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes, as amended from time to time (hereinafter referred to as the "Act"); and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of himself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as HERITAGE ESTATES CONDOMINIUMS) and any Unit or Units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the Property and all Units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several Unit Owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be furtherance of a plan to promote, enhance and protect the common amenities and cooperative aspect of ownership, and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the Property.

NOW THEREFORE, the Declarant as the holder of title of said real estate hereinafter described, and for the purposes hereinabove set forth, DECLARES AS FOLLOWS:

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1.01. Legal Description: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin is legally described as follows:

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/NW) OF SECTION 10, TOWN 16 NORTH, RANGE 7 WEST. LOCATED IN THE CITY OF ONALASKA, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/NW; THENCE N17°58'22"W 599.25 FEET TO THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN VOLUME 888, PAGE 626, AND TO THE NORTH LINE OF A PARCEL DESCRIBED IN VOLUME 638, PAGE 524, AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE, N88°05'37"W 96.55 FEET TO THE NORTHEAST CORNER OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 155, VOLUME 2; THENCE ALONG THE NORTH LINE THEREOF, N88°46'15"W (N88°55'30"E) 55.22 FEET; THENCE S53°30'04"W 98.14 FEET TO THE ARC OF A 50 RADIUS CUL-DE-SAC-CURVE, (NOTED ON SAID CSM AS OUTLOT 1) CONCAVE TO THE SOUTHWEST; THENCE 59.13 FEET ALONG THE ARC OF SAID CURVE THE CHORD OF WHICH BEARS N43°13'17"W 55.74 FEET TO THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE, N00°48'28"E 20.26 FEET (N1°04'30"W 20.83) TO THE NORTH LINE OF SAID CSM; THENCE ALONG SAID NORTH LINE, N88°07'48"W 59.73 FEET (N88°55'30"E 60.00) TO THE NORTHWEST CORNER OF SAID CSM, AND TO THE EAST LINE OF A PARCEL DESCRIBED IN VOLUME 521, PAGE 91; THENCE ALONG SAID EAST LINE, N01°24'09"E 84.82 FEET TO THE NORTHEAST CORNER OF SAID PARCEL (521/91), AND TO THE SOUTH LINE OF A PARCEL DESCRIBED IN VOLUME 742, PAGE 945; THENCE ALONG SAID SOUTH LINE, S88°35'51"E 59.73 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL (742/945); THENCE ALONG THE EAST LINE OF SAID PARCEL (742/945). N01°27'41"E 189.64 FEET TO THE NORTHEAST CORNER THEREOF AND TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED IN VOLUME 434, PAGE 684; THENCE ALONG THE EAST LINE OF SAID PARCEL (434/684). N01°20'37"E 189.47 FEET TO THE NORTHEAST CORNER THEREOF, THENCE ALONG THE NORTH LINE OF SAID PARCEL (434/684). N88°35'51"W 30.19 FEET TO THE EAST LINE OF A PARCEL DESCRIBED IN VOLUME 899, PAGE 234; THENCE ALONG SAID EAST LINE, N01°41'07"E 242.40 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY TRUNK HIGHWAY "OS"; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N88°25'00"E 60.72 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, N89°33'45"E 242.16 FEET TO THE WEST LINE OF A PARCEL DESCRIBED IN VOLUME 248, PAGE 349; THENCE ALONG SAID WEST LINE, S02°50'00"W 252.53 FEET TO THE NORTHWEST CORNER OF A PARCEL DESCRIBED IN VOLUME 888, PAGE 626; THENCE ALONG SAID WEST LINE, S01°15'22"W 465.63 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 4.76

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ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, IMPLIED OR RECORDED. NOW KNOWN AS LOT 1 OF CERTIFIED SURVEY MAP ON PAGE 24, VOLUME 7.

1.02. Address. The address of the Condominium shall be 2234 CTH "OS", Onalaska, Wisconsin 54650.

1.03. Construction of Condominium. Heritage Estates Condominiums will consist of two (2) units in each of the thirteen (13) buildings constructed principally of poured concrete foundations and footings, wood frame and drywall interior partitions, insulated glass windows and redwood and brick or stone exteriors. Roofs are fiberglass shingle. The buildings and each unit is served by municipal water and sewer, gas and electric utilities, all of which are separately metered.

1.04. Unit Plans. Each unit will follow one of two basic floor plans, as shown on Exhibit A-1 to A-4 with approximate dimensions. Unit Owners can customize the interiors, including the lower level, of their Units and add options or special features. Each unit will have a 2-car garage, open deck or patio, screened-in deck or patio. Declarant may petition the City of Onalaska for conditional use permits or to amend these documents to construct a screened in "three-season room" in place of the deck or patio on some units. It should also be noted that the individual buildings can consist of two unit 2-floor plans, two unit 1-floor plans or one of each unit 1 and unit 2 floor plans in either configuration of unit 1 and unit 2 or unit 2 and unit 1 floor plans.

1.05. Ownership of Common Elements. Each Unit Owner will own an undivided one twenty-sixth (1/26) interest in the common elements as a tenant in common with all other Unit Owners, and will be responsible for a corresponding fractional share of the common expenses. However, any first mortgagee who obtains title to a condominium unit pursuant to the remedies contained in such mortgage or through foreclosure of its mortgage will not be liable for more than six months of such unit's regularly budgeted unpaid dues or charges accrued before the mortgagee acquires title. Any such unpaid dues or expenses not allocated to a mortgagee shall be reallocated prorata among the remaining Unit Owners.

*Under  
- mortgagee  
- fee would  
- not be allocated*

**ARTICLE II  
DEFINITIONS**

For the purpose of clarity and brevity, certain words and terms used in this Declaration are defined as follows:

2.01. Declaration. This instrument, by which the Property, as hereinafter defined, is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

2.02. Property. The air space, land, buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for the use in connection therewith, which have been or are intended to be subject to the provisions of the Act.

2.03. Unit. A part of the property subject to this Act intended for independent use, including one or more cubicles of air at one or more levels of space, or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in any of the buildings, together with the undivided interest in the Common Elements appurtenant thereto.

2.04. Unit Owner. The person who owns a Unit and an undivided interest in the common areas and facilities appurtenant to such Unit in the fraction specified and established in the Declaration.

2.05. Unit Number. The number, letter or combination thereof, designating the Unit in the Declaration.

2.06. Association of Unit Owners. All of the Unit Owners acting as a group in accordance with the By-Laws and Declaration.

2.07. Building. A structure containing one or more Units, or two or more structures, each containing one or more Units and comprising a part of the property.

2.08. Common Areas and Facilities. The common areas and facilities shall consist of all of HERITAGE ESTATES CONDOMINIUMS except the individual units and limited common areas and facilities as each of the aforementioned is herein described, including without limitation the following:

(a) The land on which the buildings are located subject to the limitations hereinafter set forth governing the use of certain lands which are reserved as a limited common area;

(b) The foundations, columns, girders, beams, supports, main walls, roofs and entrances and exits of the buildings;

(c) The grounds, yards, parking areas, storage spaces and recreational facilities;

(d) Installation of such of the following central services: power, light, gas, water and sewer;

(e) Any tanks, pumps, motors, fans, compressors, ducts, wiring, and in general all apparatus and installations existing for common use, or located beyond the interior surfaces of the walls, ceiling and floors of the Units;

(f) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.09. Common Expenses.

(a) All sums lawfully assessed against the Unit Owners by the Association of Unit Owners; and

(b) Expenses declared common expenses by the Act or by the Declaration or By-Laws.

2.10. Common Profits. The balance of all income, rents, profits and revenues from the common areas and facilities, if any, remaining after the deduction of the common expenses.

2.11. Limited Common Areas and Facilities. Those common areas and facilities designated in the Declaration as reserved for use of a certain Unit or Units to the exclusion of the other Units in the building, or to the exclusion of the other Units in the Condominium.

2.12. Majority or Majority of Unit Owners. The Unit Owners with more than 50% of the votes in accordance with the votes assigned in the Declaration to the Units for voting purposes.

2.13. Person. Individual, corporation, partnership, association, trustee, other legal entity, or combination thereof.

2.14. Occupant. Person or persons, other than a Unit Owner, in possession.

2.15. Plat. The Plat of Survey of the Property, Buildings and of all Units in the Property submitted to the provisions of the Act, together with that area of possible expansion described on the Plat, which Plat is attached hereto as Exhibit "A" and by reference expressly incorporated herein and made a part hereof and registered and filed concurrently with the registration of this Declaration in the office of the Register of Deeds for La Crosse County, Wisconsin.

2.16. Streets and Roads. The surface portion of the property set aside for use for travel by foot or vehicle to and from the buildings to the public streets or highways.

ARTICLE III  
PROPERTY AND UNITS: SUBMISSION TO ACT

3.01. Submission of Property to the Act. The Developer hereby submits the Property described in Section 1.01 hereof to the provisions of the Act.

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3.02. Units: Description. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes of the interior wall, floor and ceiling surfaces, as set forth on the Plat and the floor plans.

3.03. Units: Ownership. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number and symbol, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as otherwise provided by the Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

3.04. Certain Structures Not Constituting Part of a Unit. No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his unit and serving more than his Unit.

#### ARTICLE IV COMMON ELEMENTS

4.01. Ownership of Common Elements. Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Property, and except as otherwise limited in this Declaration, shall have the right to the use and occupancy of such Owner's Unit and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains and not be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

4.02. No Partition of Common Elements. there shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

#### ARTICLE V RESTRICTIONS ON USE

5.01. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other

instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted, even though the latter is not expressly mentioned or described therein.

5.02. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of respective Unit owned by each Unit Owner, and to the use and enjoyment of common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, the Declaration and the By-Laws and rules and regulations of the Board of Directors (hereinafter described and for convenience hereinafter sometimes referred to as the "Board").

5.03. Easements.

(a) Encroachments. In the event that, by reason of the duly authorized construction or repair, or settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of the any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common elements or any other Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if any encroachment occurred due to the willful misconduct of said Owner or Owners.

(b) Easements for Utilities. the Century Telephone Company of Wisconsin, Northern States Power Company, The City of Onalaska, and all other public utilities, their successors and assigns, serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cable, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of reasonable right of ingress to any egress from the property for said purpose. the Declarant, prior to the creation of the Board, and Board thereafter, may grant other or additional temporary or permanent easements for utility or other purposes over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Declarant, prior to the creation of the Board, and the Board thereafter, an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary

or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

(c) Easements to Run with the Land. All easements and rights described herein, including easements for the benefit of Unit Owners in Heritage Estates Condominiums, are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee or other person having any interest in the Property, or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and preserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) Easements for Police and Fire Protection. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

5.04. Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit, and his own respective ownership interest in the Common Elements as aforesaid.

5.05. Separate Real Estate Taxes. It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding fractional ownership of the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective fractional ownership interest in the Common Elements.

5.06. Use of Units. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more

adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in any such manner and upon such conditions as shall be determined by the Board in writing.

ARTICLE VI  
SERVICE OF PROCESS

6.01. Service of Process. All legal notices and service of process which may be made or given to the Unit Owners, Board or to the property shall be served upon Heritage Estates Association, Inc., 221 3rd Avenue N., Onalaska, WI 54650. The Unit Owners shall designate such successors as may be required to the aforementioned part at an annual meeting or a special meeting called in accordance with the provisions of Section 2.04 of the By-Laws. The number of voting members present to constitute a quorum and the number of votes required to approve such successors shall be in accordance with the provisions of the By-Laws.

ARTICLE VII  
GENERAL PROVISIONS

7.01. Votes. As further provided by the By-Laws, the total number of votes which may be cast at meetings of the Association of Unit Owners shall be Twenty-six (26). The owner(s) of each Unit shall be entitled to one (1) vote, which shall be appurtenant to each Unit. The Developer shall vote for each of the unsold units on the basis of (1) vote for each unit.

7.02. Damage, Destruction, or Condemnation.

(a) Sufficient Insurance. Subject to the provisions of Section 7.02(d), in the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however that in the event, within sixty (60) days after such damage or destruction shall occur, the Unit Owners elect either to sell the property or to withdraw the Property from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

(b) Insufficient Insurance. Subject to the provisions of Section 7.02(d), in the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and a majority

of Unit Owners and all other parties in interest do not voluntarily make provisions for reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.

(c) Any Owner may, at said Owner's option, carry additional insurance on his Unit including coverage for any substantial improvements made therein and the contents thereof.

(d) Until such time as the condominium project is classified as a Class III Condominium Project by the Federal Home Loan Mortgage Corporation, (or any successor entity), in the case of condemnation or substantial loss to the Units and/or Common Elements of the condominium project, the following actions shall not be taken unless at least three quarters of the Unit Owners and of the first mortgagees (based on one vote for each first mortgage owned) give their consent thereto:

(1) seek to abandon or terminate the condominium project by act or omission;

(2) partition or divide any condominium unit; and

(3) use hazard insurance proceeds for losses to any condominium property (whether units or common elements) for other than the repair, replacement, or reconstruction of the condominium property.

7.03. Substantial Restoration. Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

7.04. Covenants to Run with the Land. Each grantee of the Declarant by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Warranty Deed or Land Contract or any Contract for any deed of conveyance, accepts the same subject to all restrictions, condition, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

7.05. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

7.06. Waiver of Damages. Neither the Declarant, nor its beneficiaries, nor their respective representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Declarant's capacity as developer, contractor, Owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board of the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise in contract or in tort. The Declarant shall be responsible only for written representations made by the Developer, sales agents, or other parties. Without limitation, the generality of the foregoing enumeration includes all claims for, or arising out of repair or concerning any patent or latent defects, or by reason of any act or neglect of any Owner, Occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

7.07. Amendments to Declaration. The provisions of this Declaration may be changed, modified or rescinded by instrument in writing and setting forth such change, modification or rescission, signed and acknowledged by the Board, and 75% of the Owners and mortgagees having bona fide liens of record against Units, except Sections 7.06 and 7.13, which may never be changed without the written consent of the Declarant and the Developer/General Contractor. Such change, modification or rescission shall be effective upon recording of such instrument in the office of the Register of Deeds of La Crosse County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the Provisions of the Act.

7.08. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

7.09. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing some time limits, then such provision shall continue only until the day preceding the termination of the permissible period prescribed by the rule.

7.10 Interpretation of Declarations. The provisions of this Declaration shall be liberally construed to effectuate its purpose

of creating a uniform plan for the development and operation of a first class condominium.

7.11. Failure to Comply. Any Unit Owner failing to comply with the Act, this Declaration or the By-Laws may be sued for damages or injunctive relief or both by the Association or by any Unit Owner.

7.12. Power of Developer to Vary Unit Dimensions. The Developer/General Contractor has the specific power and authority to vary the dimensions of the individual Units during construction by as much as five feet.

7.13. Disclaimer of Warranties. The Declarant, its beneficiaries, their respective representatives or designees, and the Developer/General Contractor expressly disclaim all warranties, either express or implied, including, but not limited to, any warranties relating to the condition or function of any Unit or of the Common Areas and Facilities. Upon the sale and occupation of any Unit, the responsibility of the Declarant and the Developer/General Contractor for the repair or maintenance of any such Unit shall cease, except as may be specifically provided for herein.

IN WITNESS WHEREOF, this document has been executed as of this

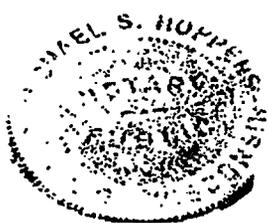
3rd day of April, 1996.

HERITAGE ESTATES ASSOCIATION, INC.

BY: Dennis L. Stanek, Pres.  
Dennis L. Stanek, President

STATE OF WISCONSIN )  
                          )SS.  
COUNTY OF LA CROSSE )

Personally came before me this 3<sup>rd</sup> day of April, 1996, Dennis L. Stanek, President of Heritage Estates Association, Inc., to me known to be such person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer, by its authority, for the purposes therein contained.



M. S. Hoppens  
Notary Public  
La Crosse County, Wisconsin  
My Commission Expires: 3/14/99

The undersigned mortgagee hereby consents to the above Declaration.

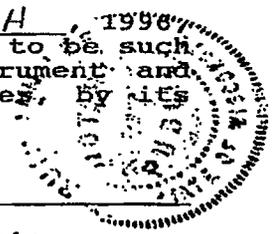
RIVER BANK

BY: Roger Heath, President

STATE OF WISCONSIN )  
 )SS.  
COUNTY OF LA CROSSE )

Personally came before me this 28 day of MARCH, 1996, ROGER HEATH, President of River Bank, to me known to be such person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer, by its authority, for the purposes therein contained.

[Signature]  
Notary Public  
La Crosse County, Wisconsin  
My Commission Expires: 9-19-97



The undersigned second mortgagee hereby consents to the above Declaration.

Richard E. Nelson by Karon K. Nelson P.O.A.  
Richard E. Nelson

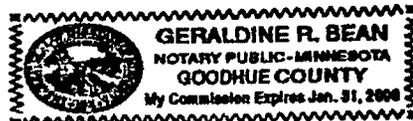
[Signature]  
Karon K. Nelson

MINNESOTA  
STATE OF WISCONSIN )  
 )SS. Goodhue  
COUNTY OF ~~LA CROSSE~~ )

Personally came before me this 17th day of April, 1996, Richard E. Nelson and Karon K. Nelson, to me known to be such persons who executed the foregoing instrument and acknowledged the same.

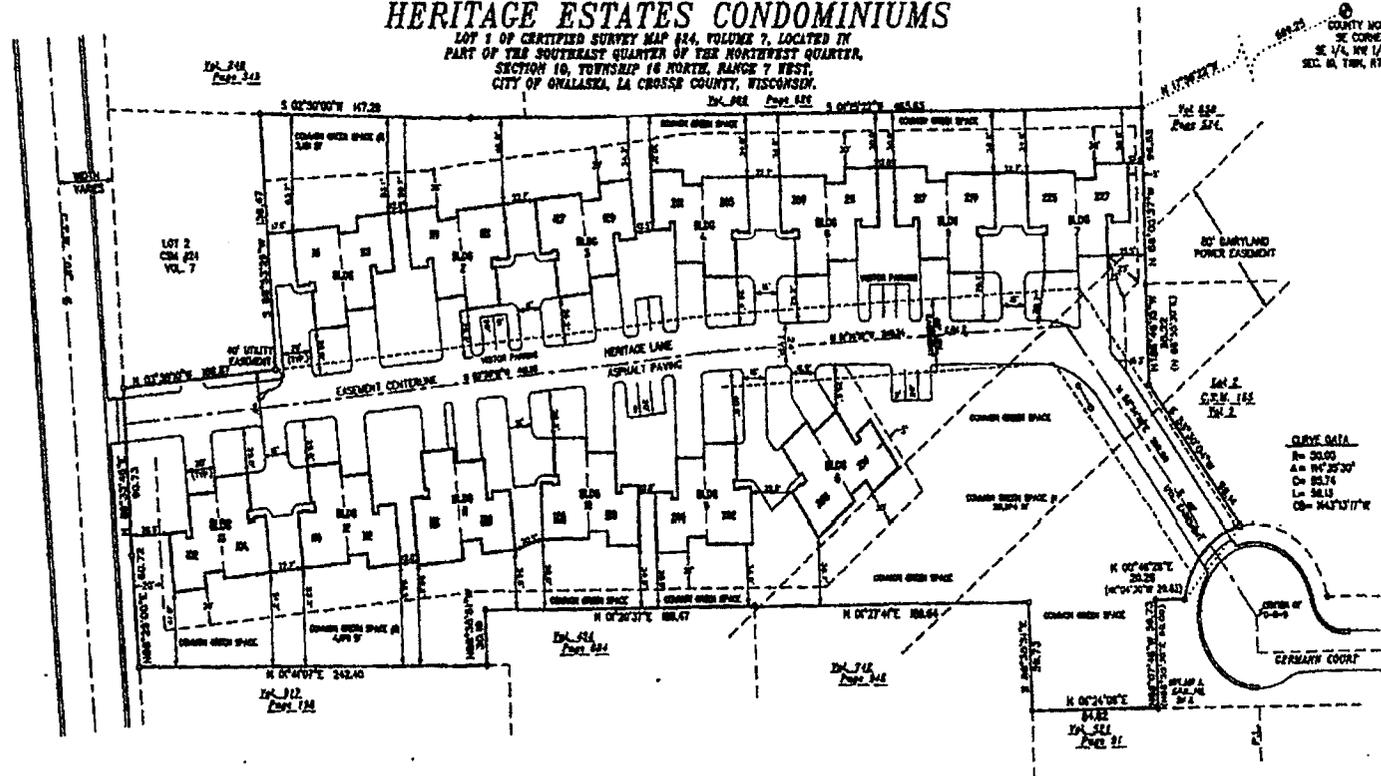
Geraldine R. Bean  
Notary Public  
~~La Crosse County, Wisconsin~~ Minnesota  
My Commission Expires: 1-31-2000

THIS INSTRUMENT WAS DRAFTED BY:  
George Parke III  
Parke O'Flaherty, Ltd.  
First Bank Place, Tenth Floor  
201 Main Street, P.O. Box 1147  
La Crosse, WI 54602-1147  
(608) 784-1605



## AMENDED CONDOMINIUM PLAT HERITAGE ESTATES CONDOMINIUMS

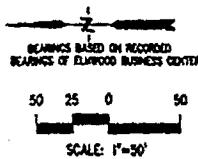
LOT 1 OF CERTIFIED SURVEY MAP 424, VOLUME 7, LOCATED IN  
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER,  
SECTION 10, TOWNSHIP 16 NORTH, RANGE 7 WEST,  
CITY OF ONALASKA, LA CROSSE COUNTY, WISCONSIN.



**CURVE DATA**  
R = 53.00  
Δ = 10°25'30"  
C = 83.74  
L = 58.13  
CB = 145°10'17"

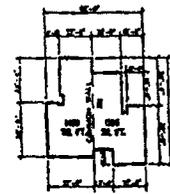
DESCRIPTION:  
LOT 1 OF CERTIFIED SURVEY MAP PAGE 24, VOLUME 7

- LEGEND**
- FOUND IRON PIPE
  - SET 1/2" IRON PIPE (1 1/2" DIA. H.)
  - RECORDED AS



I HEREBY CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM RECORDED AND THAT IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

PHIL E. FANDEL ALL RIGHTS RESERVED



TYPICAL CONDOMINIUM DIMENSIONS

**PARADON ASSOCIATES**  
714 MOORE ST.  
LA CROSSE, WI 54601  
(608) 785-3300 FAX (608) 785-3497

SURVEYING ENGINEERING  
LANDSCAPE ARCHITECTURE

SHEET 1 OF 1

EXHIBIT "A"

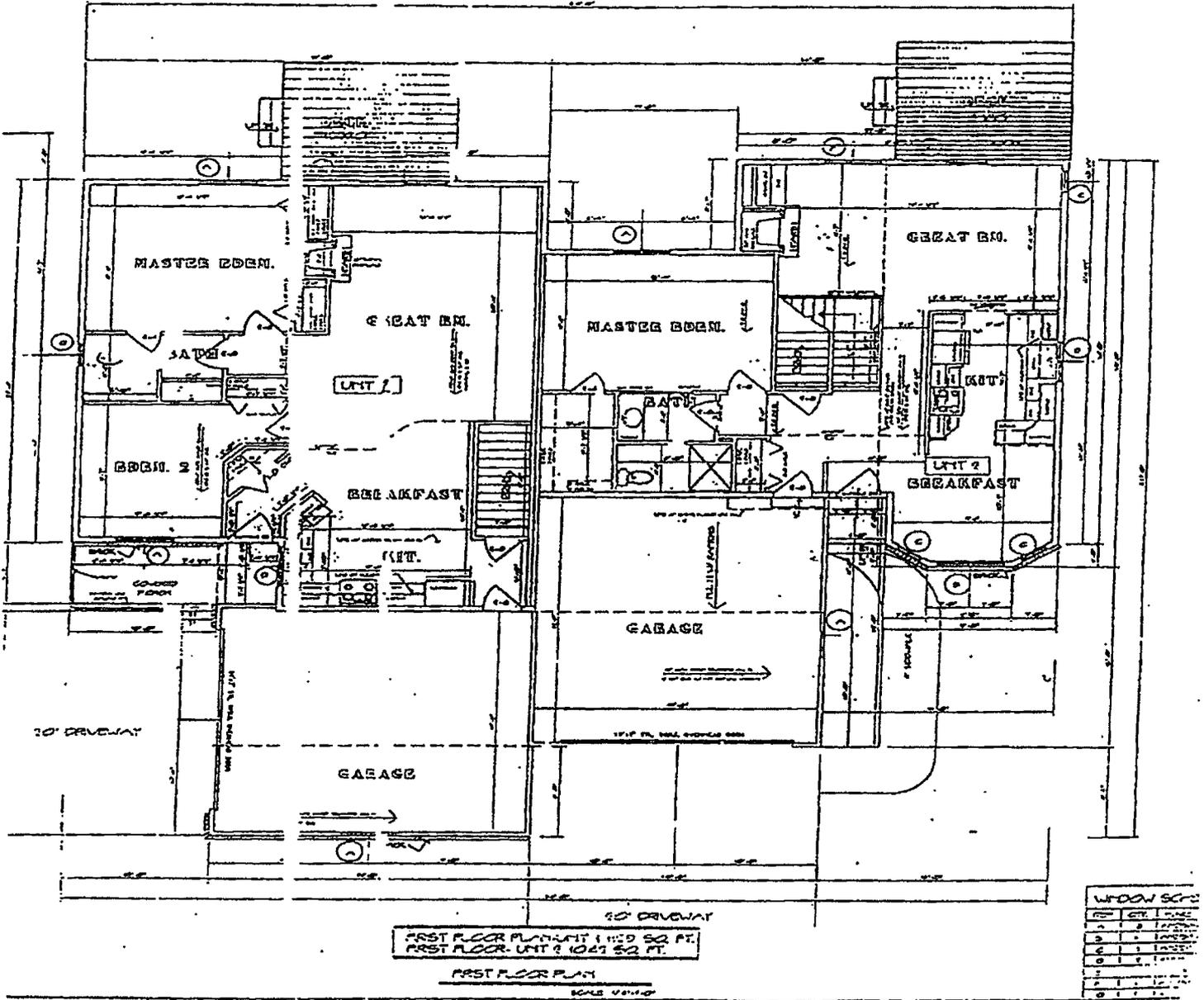


EXHIBIT A-1

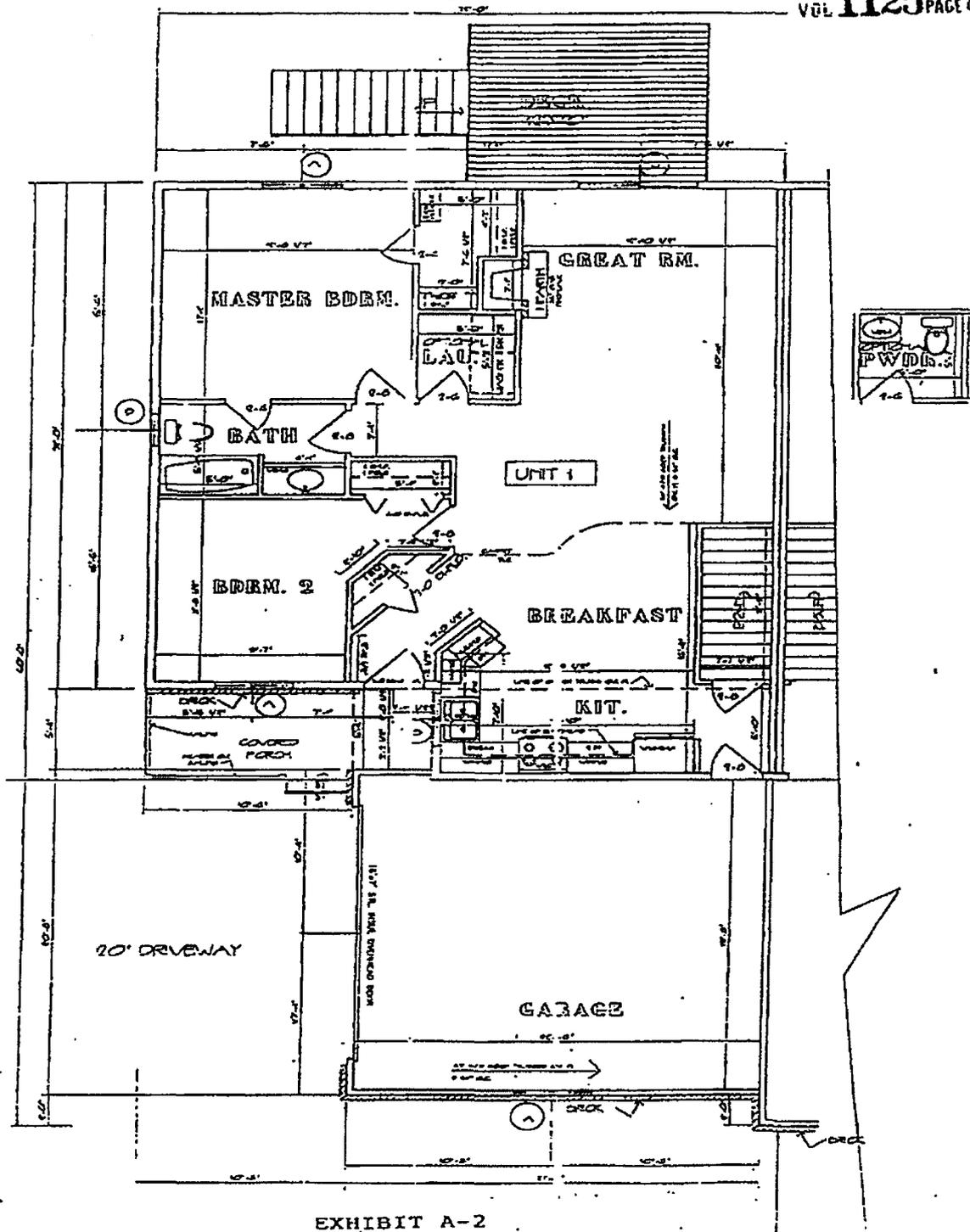
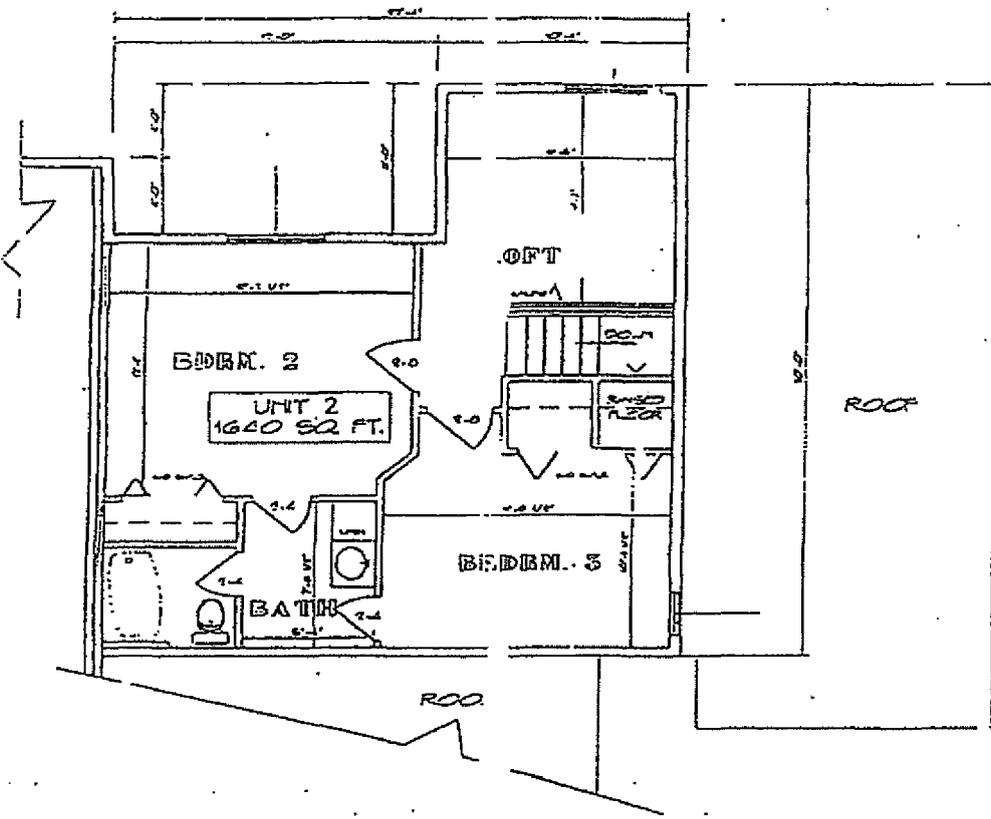


EXHIBIT A-2



SECOND FLOOR PL. VI  
SINCE VARIOUS

EXHIBIT A-3

EXHIBIT A

WINDOW SCHEDULE:

NO.	TYPE	FINISH
1	DOUBLE	WOOD
2	DOUBLE	WOOD
3	DOUBLE	WOOD
4	DOUBLE	WOOD
5	DOUBLE	WOOD
6	DOUBLE	WOOD
7	DOUBLE	WOOD
8	DOUBLE	WOOD
9	DOUBLE	WOOD
10	DOUBLE	WOOD

PLUMBING SYMBOLS:  
 THE SYMBOLS ON THIS PLAN  
 ARE AS SHOWN ON THE  
 STANDARD SYMBOLS  
 LIST, WHICH IS PART OF THE  
 CODE CONTRACTOR'S  
 REQUIREMENTS

KNIGHT ST

APRIL 2, 1911

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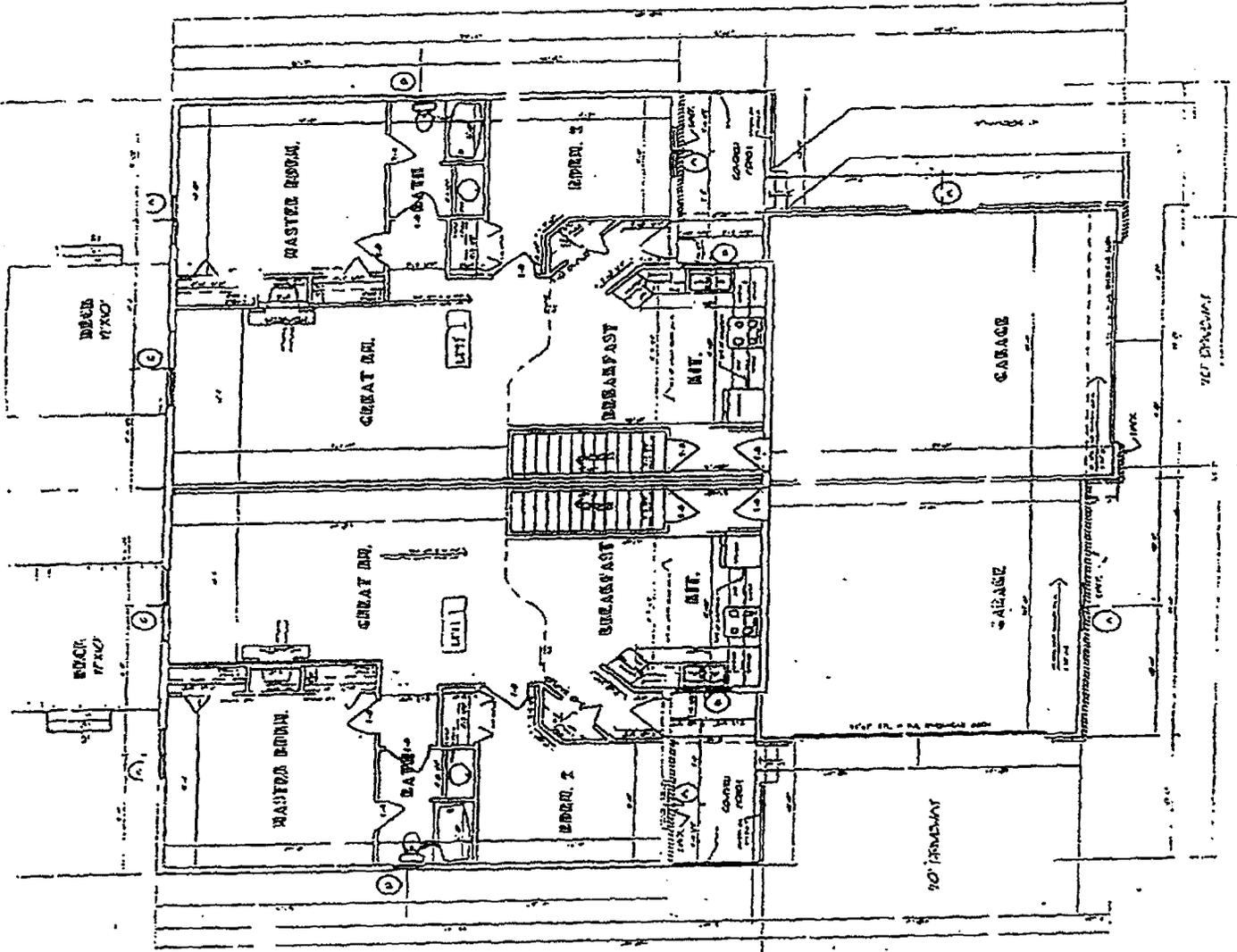
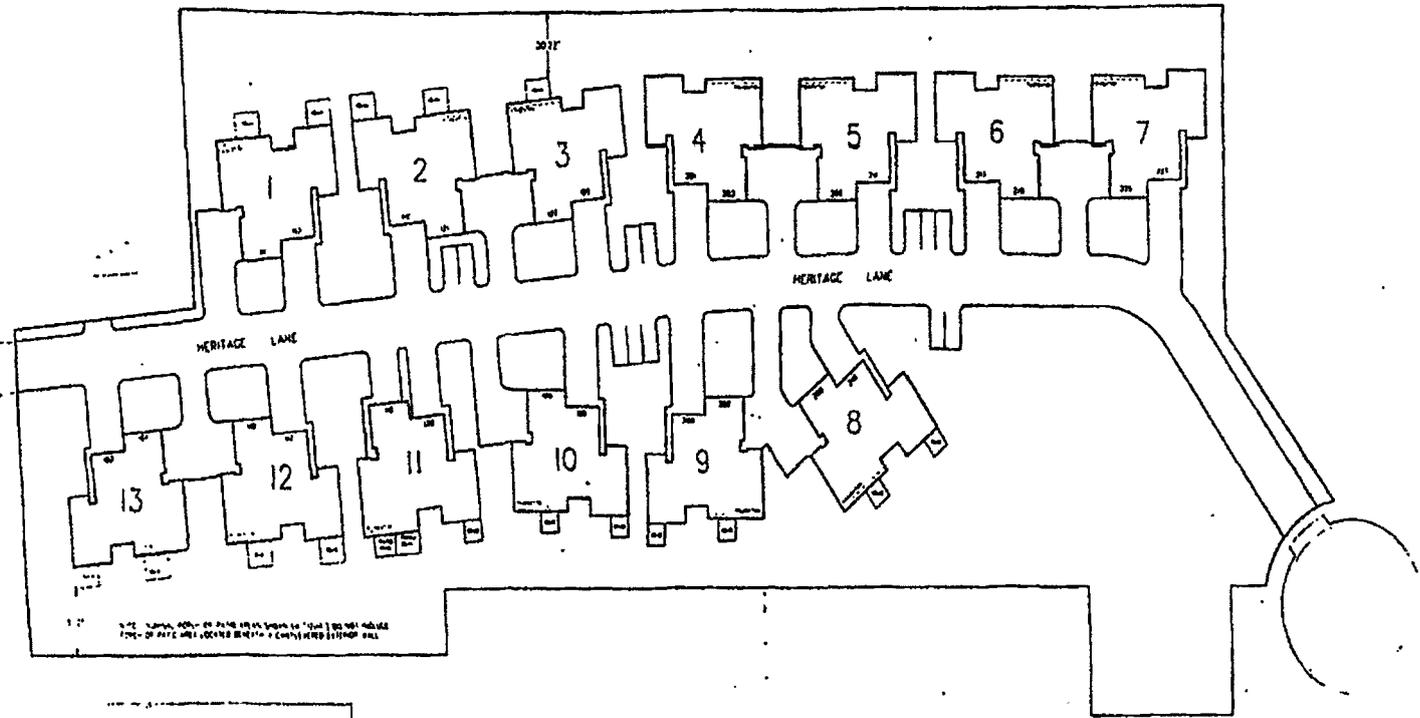


EXHIBIT A-4

# HERITAGE ESTATES CONDOMINIUMS

## BUILDINGS AND PAVINGS

HERITAGE LN APARTS	FLOOR PLAN AND UNIT NUMBER
401	DECK IN PATIO - 401 P-10
402	DECK AND/OR PATIO - 402 P-10
403	DECK AND/OR PATIO - 403 P-10
404	DECK AND/OR PATIO - 404 P-10
405	DECK AND/OR PATIO - 405 P-10
406	DECK AND/OR PATIO - 406 P-10
407	DECK AND/OR PATIO - 407 P-10
408	DECK AND/OR PATIO - 408 P-10
409	DECK AND/OR PATIO - 409 P-10
410	DECK AND/OR PATIO - 410 P-10
411	DECK AND/OR PATIO - 411 P-10
412	DECK AND/OR PATIO - 412 P-10
413	DECK AND/OR PATIO - 413 P-10
414	DECK AND/OR PATIO - 414 P-10
415	DECK AND/OR PATIO - 415 P-10
416	DECK AND/OR PATIO - 416 P-10
417	DECK AND/OR PATIO - 417 P-10
418	DECK AND/OR PATIO - 418 P-10
419	DECK ONLY
420	DECK AND/OR PATIO - 420 P-10
421	DECK ONLY
422	DECK AND/OR PATIO - 422 P-10
423	DECK ONLY
424	DECK AND/OR PATIO - 424 P-10
425	DECK ONLY
426	DECK AND/OR PATIO - 426 P-10
427	DECK ONLY
428	DECK ONLY
429	DECK ONLY
430	DECK ONLY
431	DECK ONLY
432	DECK ONLY
433	DECK ONLY
434	DECK ONLY
435	DECK ONLY
436	DECK ONLY
437	DECK ONLY
438	DECK ONLY
439	DECK ONLY
440	DECK ONLY



Total area of site - 10,905 sq ft  
 Total area of units - 4,250 sq ft  
 Total area of site - 10,905 sq ft  
 Total area of site - 10,905 sq ft  
 Total area of site - 10,905 sq ft

EXHIBIT A-5 (PAGE 1)

HERITAGE LN ADDRESS	PORCH, PATIO, AND DECK OPTIONS
102	DECK OR PORCH OR PATIO
104	DECK AND/OR PATIO OR PORCH AND/OR PATIO
110	DECK AND/OR PATIO OR PORCH AND/OR PATIO
111	DECK AND/OR PATIO OR PORCH AND/OR PATIO
112	DECK AND/OR PATIO OR PORCH AND/OR PATIO
113	DECK OR PATIO OR PORCH
118	PORCH AND PATIO
119	DECK OR PATIO OR PORCH
120	DECK AND/OR PATIO
121	DECK OR PATIO OR PORCH
126	DECK AND/OR PATIO
127	DECK OR PATIO OR PORCH
128	DECK AND/OR PATIO
129	DECK ONLY
200	DECK AND/OR PATIO
201	DECK ONLY
202	DECK AND/OR PATIO
203	DECK ONLY
208	DECK AND/OR PATIO
209	DECK ONLY
210	DECK AND/OR PATIO
211	DECK ONLY
217	DECK ONLY
219	DECK ONLY
225	DECK ONLY
227	DECK ONLY

EXHIBIT A-5 (page 2)

## EXHIBIT A-5 (page 3)

## UNIT DESCRIPTION

Unit 111	North	of Building #1
Unit 113	South	of Building #1
Unit 119	North	of Building #2
Unit 121	South	of Building #2
Unit 127	North	of Building #3
Unit 129	South	of Building #3
Unit 201	North	of Building #4
Unit 203	South	of Building #4
Unit 209	North	of Building #5
Unit 211	South	of Building #5
Unit 217	North	of Building #6
Unit 219	South	of Building #6
Unit 225	North	of Building #7
Unit 227	South	of Building #7
Unit 206	North	of Building #8
Unit 210	South	of Building #8
Unit 200	North	of Building #9
Unit 202	South	of Building #9
Unit 126	North	of Building #10
Unit 128	South	of Building #10
Unit 118	North	of Building #11
Unit 120	South	of Building #11
Unit 110	North	of Building #12
Unit 112	South	of Building #12
Unit 102	North	of Building #13
Unit 104	South	of Building #13

HERITAGE ESTATES CONDOMINIUMS  
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OF

## HERITAGE ESTATES ASSOCIATION, INC.

These By-Laws incorporate by reference the Declaration of Condominium and Condominium Plat, the Articles of Incorporation of Heritage Estates Association, Inc. and the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes. The By-Laws are intended to provide the structure necessary for the operation and maintenance of the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of Unit Owners and all other persons authorized and invited to use it, to establish the procedure for the levy and collection of assessments to finance the operations of the Association and to permit Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

## SECTION I

## NAME, FORM OF ADMINISTRATION, ADDRESS

1.01. Name. The name of the Association created herein is HERITAGE ESTATES ASSOCIATION, INC., and is referred to herein as Association.

1.02. Form of Administration. The Association is incorporated as a Wisconsin non-stock corporation under Chapter 181, Wisconsin Statutes. Policy control of the Association, except as otherwise provided herein, is vested in a Board of Directors to be elected by the members in accordance with Section III hereof. Any Manager, retained by the Board of Directors, is responsible for implementation of the policy decisions of the Board and operates under its supervision and control.

1.03. Address. The address of the Association and its principal office is 221 3rd Avenue N., Onalaska, Wisconsin 54650.

## SECTION II

## MEMBERS, RIGHTS AND OBLIGATIONS, MEETINGS

2.01. Members. All Unit Owners in the Condominium are, by the fact of ownership of their Unit, members of the Association. As such, they are granted all rights and subject to all obligations of membership as created herein.

(1) Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferrer ceases to be a member of the Association as to that Unit, and the Transferee becomes a member. The Association shall maintain a roster of the names and addresses

B-4

of all Unit Owners and upon conveyance or other transfer, it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.

(2) The Association shall also maintain a roster of holders of security interests in Units and shall provide such notices regarding the Unit encumbered and the Condominium as a Unit security holder requests or the law, the Declaration or any document related to the mortgage or other security instrument requires. Unit Owners are responsible for providing the information necessary to keep this roster current.

2.02. Annual Meeting. The annual meeting of the Association shall be held on the 31st day of May of each year at 7:00 p.m. at a location selected by the Board of Directors, or at such other time and place as may be designated pursuant to Section 2.04.

2.03. Special Meetings. Special meetings may be held at any time on the call of the President or on written request to the Association by owners of not less than 20% interest in the Common Elements. Special meetings held on written request as provided herein shall be conducted within sixty (60) days of the date of receipt of the request unless it specifies a longer period.

2.04. Notice of Meetings. The Secretary of the Association shall give written notice of every meeting to every member at least ten (10) days before the date set for such meeting.

(1) Content of Notice. The notice shall state whether the meeting is an annual or special meeting, the authority for call of the meeting, the place, date and hour of the meeting and, where required, the purpose or question to be considered at the meeting.

(2) Delivery of Notice. The notice shall be given by delivery of a copy to a member personally or by mailing the notice to the member at his address as it appears on the Association's roster, postage prepaid.

(3) Failure to Receive Notice. If notice is given as provided hereunder, the failure of any member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting.

(4) Holders of Security Interests. Upon written request to the Secretary of the Association, the holder of any recorded security interest in any Unit in the Condominium may obtain a copy of any notice permitted or required to be given by these By-Laws from the date of receipt of the request until such request is withdrawn or the security interest is discharged of record, including notice of proposed amendments to the Declaration, or the Association's Articles or By-Laws.

(5) Waiver of Notice. The presence of any member in person or by proxy, shall be deemed a waiver of notice as to such member

unless such member objects at the opening of the meeting to the holding of the meeting because of failure to give proper notice. members may waive notice of any meeting in writing to the Secretary.

2.05. Quorum. The presence of a majority of Unit votes, whether in person or by proxy, constitutes a quorum.

2.06. Voting. Voting is on the basis of Unit votes. Each Unit is entitled to cast one indivisible vote without regard to the number of persons who have an ownership interest in the Unit. The vote for each Unit may be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from that Unit.

(1) Proxies. A member may give another person authority to represent him and vote on his behalf at meetings of the Association. Such proxy must be in writing, dated and signed by the member, and filed with the Secretary. Except for a proxy to a mortgagee or lessee of the Unit involved, no proxy is valid for more than 180 days after its date, however, a member may renew his proxy by filing a new proxy or a renewal of the existing proxy with the Secretary. A proxy may grant full or limited voting rights, and may contain instructions which shall be binding on the proxy holder.

(2) Representatives. Any personal representative, executor or administrator of the estate of any member, or guardian or trustee for any member, may exercise such member's voting rights. Such person shall file an affidavit or other proof of his status with the Secretary.

(3) Suspension. Voting rights may be suspended by a vote of the Association's Board of Directors in accordance with the Declaration, and no person who is not on the Association's roster of Unit Owners may vote unless such person holds a proxy from one who appears on the roster.

2.07. Unanimous Consent Without Meeting. Any action required or permitted by these By-Laws or any provision of law to be taken at a meeting of the Association, may be taken without a meeting if a consent in writing, setting forth the action as so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

2.08. Adjournment. Any meeting of the Association may be adjourned from time to time and to such place and time as may be determined by a majority vote of those present, whether or not a quorum is present. No further announcement of the time or place of the adjourned meeting is required.

2.09. Order of Business. The order of business at all annual meetings is as follows:

- (a) Roll Call
- (b) Proof of Notice of Hearing
- (c) Proof of Quorum
- (d) Reading of Minutes of Preceding Annual Meeting
- (e) Report of Officers
- (f) Report of Committees
- (g) Election of Board of Directors
- (h) Unfinished Business
- (i) New Business
- (j) Approval of Budget
- (k) Adjournment

The order of business at all special meetings is determined by the President.

2.10. Reserved Rights. Election of directors, amendment of the By-Laws, borrowing funds, acquiring or conveying any interest in real estate, final approval of the annual budget, and levying of special assessments are reserved to a vote by the members.

### SECTION III BOARD OF DIRECTORS

3.01. Number and Qualification. The affairs of the Association are governed by a Board of Directors composed of three (3) Directors. All Directors must be Unit Owners.

3.02. Election. Directors are elected by Unit votes at the annual meeting of the Association. Those candidates receiving the greatest number of votes from among the candidates running for the available Board positions shall be elected, notwithstanding the fact that they do not receive a majority of the votes cast. Each Unit has one vote for each vacancy on the Board, and cumulative voting shall not be allowed.

3.03. Term of Office. The term of office for each Director is three (3) years. The terms of directors shall be staggered so that approximately one-third (1/3) are elected each year.

3.04. Vacancies. Vacancies on the Board of Directors caused by any reason shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum. Each director so elected serves as a director until a successor is elected at the next annual meeting.

3.05. Removal of Directors. Directors may be removed for cause by a majority of the Unit votes at any annual or special meeting, notice of which includes notice of the proposed removal.

3.06. Compensation. No compensation shall be paid to directors for their services as officers or directors.

3.07. Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association. No notice is necessary to newly-elected directors in order legally to constitute such meeting, provided that a quorum of the directors is present.

3.08. Regular Meetings. Regular meetings of the board of Directors shall be held at least quarterly. The time, place and manner of such regular meetings shall be as determined from time to time by resolution of the directors.

3.09. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The time, place and manner of such meetings is determined by the President.

3.10. Notice. Notice of all meetings of the Board of Directors must be given to each director personally, or by mail, at least three (3) days prior to the date of such meeting.

3.11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver is deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board is a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice is required and any business may be transacted at such meeting.

3.12. Unanimous Consent Without Meeting. Any action required or permitted by these By-Laws or any provision of law to be taken by the Board of Directors at a meeting may be taken without a meeting, if a consent in writing, setting forth the action taken, is signed by all of the directors then in office.

3.13. Quorum. At all meetings of the Board of Directors, a majority of the directors constitutes a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present is the act of the Board of Directors.

3.14. Open Meetings. Any Unit Owner may attend any annual, regular or special meeting of the Board of Directors.

3.15. Committees. The Board of Directors may by resolution designate one or more committees, each committee to include one or more directors elected by the Board of Directors, which to the extent provided in said resolution as initially adopted, and thereafter amended, shall have and may exercise, when the Board of Directors is not in session, the powers of the Directors in the management of the business and affairs of the Condominium. The Board of Directors may elect one or more of its members to alter-

nate membership of any such committee and such alternate members may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting.

3.16. Powers and Duties. The Board of Directors may exercise all powers of the Association not specifically reserved to the members and is responsible for establishing policies for the Association in pursuance of its purposes and supervision of the implementation of these policies. The Board of Directors may retain a Manager.

(1) Rules. The Board of Directors shall adopt Rules for the regulation of the use and enjoyment of the Condominium.

(2) Delinquencies. The Board of Directors may set a delinquency charge, stated in terms of a percentage rate not to exceed one and one-half percent (1½%) per month, on delinquent payments of regular or special assessments.

(3) Insurance. Hazard insurance maintained by the Association must be maintained with an insurer licensed in Wisconsin and rated Best's Class VI or better, or Class V if it has a general policyholder's rating of A. Policies may not be subject to contribution or assessment, to special corporate action by the carrier to authorize payment of benefits or to limiting clauses other than insurance conditions on payment of benefits. The insurance and bond maintained by the Association must provide at least ten (10) days' notice to the Association and to Unit first mortgagees or their assigns before a policy is substantially modified or cancelled.

(4) Leases. All leases of Units shall be in writing and a copy filed with the Association. Any such lease shall specifically provide that use of the Unit and Common Elements is subject to the Declaration and the Association's Articles of Incorporation, By-Laws and rules. No lease may be for a period of less than 30 days. The Board of Directors may set other standards, not inconsistent with this section, for approval of leases.

#### SECTION IIIA INTERIM CONTROL

3A.01. Scope. This Section controls operation of the Association during the period prior to the sale of all units by Declarant to Unit Owners. So long as any subsection of this Section is in effect, that subsection supersedes all contrary provisions of these By-Laws.

3A.02. Declarant Powers. So long as this subsection is in effect, Declarant has and may exercise all powers reserved by the By-Laws to the members or granted by the By-Laws to the Board of

Directors. In addition to all other powers granted, Declarant has and may exercise the following powers:

- (1) To lease Units in lieu of selling Units.
- (2) To make changes to the design and construction of the Units as construction proceeds without approval of the Association or the Board of Directors.
- (3) To proceed with the construction in three (3) phases, first eight (8) Units, then an additional eight (8) Units, and thereafter, the remaining ten (10) Units.

3A.03. Board of Directors. So long as this subsection is in effect, the Board of Directors shall consist of three (3) directors, two (2) appointed by Declarant and one (1) elected for a term of one year or until the turnover date, whichever is sooner. The elected director shall be elected by and from among those persons owning Units or having the status of Buyer under an accepted Offer to Purchase a Unit. Election procedures for the elected member shall be as provided in Section 703.15(2)(d) of the Act. Appropriate subsections of Section III apply to the operation of the Board.

3A.04. Turnover Date. Control of the Association shall be turned over from Declarant to a Board of Directors elected by the Unit Owners no later than 30 days after conveyance to Unit Owners of 75% of the Common Elements but in no event more than ten years after conveyance of the first Unit. Declarant may advance this date at its discretion.

3A.05. Assumption of Control. Within 45 days after the turnover date, the Association shall meet to elect directors under Section III hereof. Of the directors then elected, one each shall serve for a term of three (3), two (2) and one (1) year, the terms to be determined by lot.

3A.06. Exemption. Until all Units have been sold by Declarant, Declarant is exempt from the restrictions herein and the Rules adopted hereunder, and shall be exempt from payment of maintenance fees or monthly assessments on any unsold or unoccupied units. Declarant shall pay maintenance fees or monthly assessments on units leased.

3A.07. After Turnover. Following turnover date, Declarant retains the right to name one voting member to Board of Directors until all Units have been sold by Declarant. During this period the Board of Directors shall consist of four (4) rather than three (3) members.

3A.08. Amendments. No amendments to these By-Laws may amend this section without the consent of Declarant.

3A.09. Termination. Subsections 3A.02-3A.04 are in effect until the turnover date. Subsections 3A.01 and 3A.05-3A.09 are in effect until Declarant has conveyed all Units to Unit Owners. Upon termination of a subsection, it shall be automatically deleted from these By-Laws.

SECTION IV  
OFFICERS

4.01. Designation. The principal officers of the Association are a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected from the Board of Directors.

4.02. Election of Officers. The officers of the Association are elected at the annual meeting of the Board of Directors.

4.03. Term. The officers of the Association hold office for the term determined under Section 3A.05 hereinabove, or until their successors are elected and qualified.

4.04. Removal of Officers. Any elected officer may be removed, with or without cause, by a majority vote of the Directors at any annual, regular or special meeting of the Board, notice of which includes notice of the proposed removal.

4.05. Vacancies. A vacancy in any office shall be filled by the Board of Directors.

4.06. President. The President is the principal officer of the Association. He presides at all meetings of the Association and of the Board of Directors, and has all of the powers and duties set forth in these By-Laws or delegated to him by the Board of Directors.

4.07. Vice President. The Vice President takes the place of the President and performs his duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

4.08. Secretary. The Secretary supervises the taking, preparation and preservation of the minutes of all meetings of the Board of Directors or of the Association, causes all notices required by these By-Laws to be given, certifies copies of the organizational and operational documents of the Condominium, as amended from time to time, upon request and executes other certificates on behalf of the Association, tallies votes at Association meetings, and has other powers and duties as may be delegated to him in the Declaration, by these By-Laws or by the Board of Directors.

4.09. Treasurer. The Treasurer supervises the keeping of the financial books and records of the Association, causes appropriate notices relating to Common Expenses of the Condominium to be given, supervises the collection of amounts due the Condominium and their application under the Declaration, By-Laws and policies established by the Board of Directors, and has such other powers and duties as may be delegated to him by these By-Laws or by the Board of Directors.

SECTION V  
ASSESSMENTS

5.01. Common Expenses. All expenditures for the operation, maintenance, repair and restoration of the Common elements and for the operation of the Association are Common Expenses to be shared proportionately by the Unit Owners as set forth in the Declaration.

5.02. Regular Assessments. Regular assessments are those based upon the annual budget of the Condominium adopted by the Board of Directors and approved by the members.

(1) Budget. The budget for the forthcoming year shall be adopted by the Board of Directors and distributed with the notice of the annual meeting of members. The members may approve or disapprove the budget in whole, but may not amend it. If disapproved, the budget shall be returned to the Board of Directors for further consideration and a special meeting of the members called to approve it before the beginning of the fiscal year.

(2) Assessments. Once the budget is adopted, the Treasurer shall allocate to the Units their proportionate share and give notice of the amount due from each Unit which shall be expressed both as an annual amount and in twelve (12) equal monthly installments. The monthly installments are delinquent if not paid before the fifth (5th) day of the month.

5.03. Special Assessments. If unbudgeted expenses for which no reserve has been created are incurred, the members shall hold a special meeting to levy a special assessment to pay these expenses. The special assessment may be in such amount, due and payable at such time and on such terms as the members determine. No unbudgeted expenditures resulting in an assessment of more than \$150.00 per Unit may be made except with the prior approval of at least seventy-five percent (75%) of the voters at the meeting.

5.04. Collection. The Association has all powers given by law, the Declaration or these By-Laws to effect collection of the assessments hereunder.

5.05. Working Capital Fund. Within sixty (60) days after the conveyance to the Unit Owner not affiliated with Declarant of the first Unit conveyed in each phase of the Condominium, Declarant

shall pay into a segregated account for the use and benefit of the Association an amount equal to two months' regular assessments against all Units in that phase. Declarant shall be authorized to recoup such amounts from Unit purchasers at closing.

5.06. Maintenance of Common Elements. Except as otherwise provided herein, management, repair, alteration and improvements of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses." Such proportionate share shall be in the same ratio as his fractional ownership in the Common Elements. Payment thereof shall be in such amount and at such time as may be provided by the By-Laws and/or rules and regulations of the board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act, and these By-Laws.

5.07. By the Board. The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the building, excluding, however, interior wall, ceiling and floor surfaces but including all decks and patios. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provision of the Declaration or By-Laws.

5.08. By the Owner. Except as otherwise provided in Section 5.07 above, each Unit Owner shall furnish, at his own expense, and be responsible for the following:

(1) All of the maintenance, repairs and replacements within his own Unit, and all of the doors and windows (inside and outside surfaces) appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, fireplace, chimney and liner, garage door opener and controls, appliances, and heating, plumbing and air conditioning fixtures, or installations, and any portion of any other utility service facilities located within the Unit boundaries, however, such maintenance, repairs and replacements as may be required for the bringing of water, gas and sewer service or electricity to the Unit, shall be furnished by the Board as part of the Common Expenses. Each owner shall be responsible for cleaning the interior and exterior surfaces of their windows. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by personnel as a Common Expense.

(2) All of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building shall be of a white or off-white color. Decorating the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of the Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in the Declaration and By-Laws shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance. All other exterior maintenance by the Board or the Unit Owners shall be as hereinbefore provided.

5.09. Utilities. Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses. The water sprinklers for the lawn shall be separately metered to the Association and shall be treated as part of the Common Expenses.

5.10. Insurance.

(1) Each Unit Owner shall be responsible for carrying condominium homeowners insurance covering his or her Unit contents, including without limitation all furnishings; wall, ceiling and floor coverings; decorations; cabinets; fixtures (except electrical wires and conduits, plumbing pipes, and air conditioning components contained within the walls, floors or ceiling); window treatments; appliances; furniture; and all other personal property contained in the Unit from time to time.

(2) The Association shall be responsible for carrying insurance on the building's superstructure, including the unfinished surfaces on floors, ceilings and walls and those items excepted in subparagraph (1) hereinabove.

5.11. Negligence of Owner. If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for the damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board.

5.12. Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the board may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

#### SECTION VI ACCOUNTS; FINANCES

6.01. Accounts. The Association shall maintain such books and records and establish such financial accounts as required by law and as may be necessary to reflect accurately the condition and action of the Association. Such books and records are open to inspection by all Unit Owners and Unit first mortgagees.

6.02. Audit. The Board of Directors may establish an audit committee, containing at least one Unit Owner who is not a director, to audit the accounts of the Association. A majority of Unit first mortgagees may have an audited statement of the Association's fiscal dealings for any fiscal year prepared at their expense.

#### SECTION VII LIABILITY OF OFFICERS

7.01. Exculpation. No director or officer of the Association, in his capacity as director or officer rather than as a Unit Owner, is liable for acts or defaults of any other director, officer or Unit Owner or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct. Nothing contained in this Section exempts such

director or officer from the liabilities and obligations of Unit Owners as provided by these By-Laws.

7.02. Indemnification. Every director and officer of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actual and necessarily incurred by or imposed upon him in connection with the claim, action, suit proceeding, investigation or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a director or officer of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding, investigation or inquiry to be liable for willful misconduct toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification is in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and inures to the benefit of the legal representatives of such person. The Association may insure its obligations under this subsection.

#### SECTION VIII FISCAL YEAR

8.01. Fiscal Year. The fiscal year of the Association begins on the first day of January in each year and ends on the last day of December of the same year.

#### SECTION IX AMENDMENT

9.01. Amendment. Except as otherwise provided herein, these By-Laws may be amended from time to time by affirmative vote of two-thirds (2/3) of the Unit votes at a meeting duly called for the purpose. Any portion of these By-Laws that merely reflect or give priority to the Declaration may not be amended unless the Declaration is similarly amended.

#### SECTION X INTERPRETATION

10.01. Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

10.02. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

10.03. Gender; Number. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

B-17

JUN 14 1995  
DOUGLAS LA FOLLETTE  
SECRETARY OF STATE

EXHIBIT B

CREDIT

VOL 47 PAGE 823

JUN 29 11:00PM  
#.#  
157708 DCCRF 35

35.00

HERITAGE ESTATES ASSOCIATION, INC.

VOL 1125 PAGE 833

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned adult person acting as incorporator of a corporation under Chapter 181 of the Wisconsin Statutes does hereby make, sign and agree to the following Articles of Incorporation;

FIRST: Name. The name of the corporation shall be Heritage Estates Association, Inc.

SECOND: Purpose. The corporation is formed to provide for the maintenance, preservation and control of the common area within the real estate covered or to be covered (Property) in the "Declaration of Condominium Ownership and/or Easements, Restrictions and Covenants for Heritage Estates Condominium" (Declaration) dated as of \_\_\_\_\_, 1995, which Declaration shall be recorded in the Office of the Register of Deeds for La Crosse County, Wisconsin and to promote the welfare of the owners of said Property, all pursuant to the terms as wet forth from time to time in the By-Laws of the corporation. The corporation may also engage in any lawful activity within purposes for which corporations may be organized under Chapter 181 of the Wisconsin Statutes.

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THIRD: Membership. Every person or entity who is a record owner of a fee interest, or an equitable owner as a land contract purchaser of any Property now or hereafter covered by said Declaration, as amended, who qualified in accordance with the By-Laws of the corporation, shall be a member of the corporation, excluding persons or entities who hold an interest in said Property merely as security.

FOURTH: Distribution of Net Earnings. No part of the net earnings of the corporation shall incur to the benefit of or be distributable to any member, officer or director; except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered, to make payments and distributions in furtherance of its purposes, and to rebate excess assessments.

FIFTH: Principal Office and Registered Agent. The mailing address of the principal office of the corporation is 221 3rd Avenue North, Onalaska, WI 54650 and the initial registered agent at said address is Dennis Stanek.

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PAGE 1

WIS SEC-STATE  
FILE I.D. #

11070149

SIXTH: Board of Directors. The initial Board of Directors of the corporation shall be composed of three persons. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

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Dennis L. Stanek  
221 3rd Ave. North  
Onalaska, WI 54650

Ronald J. Stanek  
973 South 11th Ave.  
Onalaska, WI 54650

Michael S. Hoppens  
1829 East Main St.  
Onalaska, WI 54650

Thereafter, the number of Directors shall be fixed from time to time in the manner proved in the By-Laws.

SEVENTH: Incorporator. The name and address of the Incorporator is Dennis L. Stanek, 221 3rd Avenue North, Onalaska, WI 54650.

EIGHTH: Duration. The corporation shall exist perpetually.

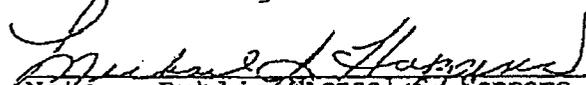
NINTH: Amendment. These Articles may be amended in the manner authorized by law at time of amendment.

IN WITNESS WHEREOF, the incorporator has hereunto set his hand and seal this 4 day of January, 1995.

  
Dennis L. Stanek

STATE OF WISCONSIN )  
                          )ss.  
COUNTY OF LA CROSSE )

Personally came before me this 4th day of January, 1995 the above named Dennis L. Stanek to me known to be the person who executed the foregoing instrument and acknowledged the same.

  
Notary Public Michael S. Hoppens  
State of Wisconsin  
My commission: March 14, 1999

THIS DOCUMENT TO BE RECORDED IN LA.CROSSE COUNTY, REGISTER OF DEEDS.

THIS DOCUMENT }  
WAS DRAFTED BY } Attorney Charles Johnson  
                          } Parke O'Flaherty, LTD.  
                          } P.O. Box 1147  
                          } La Crosse, WI . 54602

ESTIMATED ASSOCIATION BUDGET FOR  
HERITAGE ESTATES CONDOMINIUMSALL PHASES - 26 UNITS  
1st year only

	ANNUAL	PER MONTH
Building Maintenance	\$ 1,200.00	\$ 100.00
Office Supplies	380.00	31.67
Insurance	3,000.00	250.00
Snow Removal	4,000.00	333.33
Lawn and Water Bill	4,000.00	333.34
Blacktop Care	1,200.00	100.00
Roofs	1,320.00	110.00
Bookkeeping	500.00	41.66
Reserves	<u>600.00</u>	<u>50.00</u>
TOTAL	\$16,200.00	\$1,350.00

\$1,350/26 UNITS = \$52.00 PER UNIT PER MONTH

This proposed annual operating budget is based on current market conditions. It should be understood that this estimated budget must be reviewed and updated annual by the Association and its members.

NOTE: STANEK CONSTRUCTION WILL CONTRIBUTE \$6,500.00 TOWARD A MAINTENANCE ACCOUNT. (\$250.00 X 26 UNITS)

RULES AND REGULATIONS OF  
HERITAGE ESTATES CONDOMINIUMS

1. Common sidewalks, driveways and entrances shall not be obstructed or used for any other purpose than ingress to and egress from the Units.

2. No article shall be placed on or in any of the general Common Elements except for those articles of personal property which are the common property of all the Unit Owners. An Owner may make ornamental planting not exceeding three (3) feet in height immediately outside his Unit without the Board's approval.

3. Owners, members of their families, their guests, residents, tenants or lessees shall not use the sidewalks, driveways or entrances as recreation areas.

4. No vehicle belonging to or under the control of any owner, occupant, or guest or lessee shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the property. Vehicles shall be parked within designated parking areas. Cars improperly parked in the Common Elements will be summarily removed at the owner's expense.

Each Unit Owner shall be entitled to keep no more than two (2) automobiles on the Condominium grounds. The term automobile shall be defined to include trucks no larger than three-quarter ton and motorcycles, but shall not include any non-motorized vehicles. Only automobiles in working condition shall be permitted on the Condominium grounds. No mechanical repairs or maintenance shall be performed on an automobile on the Common Elements or Common Areas except for emergency repairs to start the automobile or change a flat tire. Larger vehicles, recreational vehicles, boats, trailers, etc., may not be kept on the Condominium grounds except in the owner's garage. Such vehicles may not be stored or parked outside.

5. No work of any kind shall be done upon the exterior building walls or upon the general Common Elements by any Unit Owner. Such work is the responsibility of the Association. No changes can be made in the limited Common Elements except with prior written approval of the Board of Directors.

6. No Owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose nor shall any television or radio antennae, transmitting or receiving machines, or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of the improvements or are otherwise visible from the ground except as may be expressly authorized by the Association in writing.

7. Use of any facilities of the property will be made in such manner as to respect the rights and privileges of other Owners and occupants.

8. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers, and any other instruments or devices in such manner as may disturb or tends to disturb Owners, or occupants of other Units.

9. Disposition of garbage and trash shall be only by the use of approved garbage disposal units or by use of common trash facilities. In order to reduce noise and disturbances, all trash containers shall be plastic or rubber, and no steel or aluminum containers shall be allowed. Trash, such as bottles, paper or containers must not be thrown on these or adjoining premises.

10. No cats, dogs, rabbits, birds, reptiles, livestock, fowl or poultry (hereinafter referred to as animals) shall be raised, bred or kept in any Unit or in the Common Elements, except as follows:

- a) Owners and occupants of Units may have one (1) dog, or no more than two (2) domestic cats.
- b) All animals shall be supervised and leashed at all times and shall not be walked off of the property. Dogs and cats shall not be tied up outside. The owner shall immediately clean up and dispose of all wastes.
- c) If any animal allowed on the premises with such prior approval causes or creates a nuisance or unreasonable disturbance, the Owner or other person having control of the animal shall be given written notice by the Board of managing agent to correct the problem, and if not corrected, the Owner, upon three days' written notice, shall permanently remove the animal from the property.

11. Any damage to the general Common Elements or common personal property caused by an Owner or an Owner's guest or family members shall be repaired at the expense of that Owner. A \$10.00 charge will be made for all checks returned by the bank for any reason.

12. The managing agent, or if there is not a managing agent, then the Secretary of the Board of Directors, shall retain a passkey to each Unit. If an Owner shall alter any lock or install a new lock on any door leading into the Unit, the Owner shall provide a key for the managing agent's or the Board of Director's use. Each Owner may, at his election, furnish the managing agent, or if there is no managing agent, then the Secretary of the board of Directors a passkey to his Unit to be used for the sole purpose of permitting the Association to enter such Unit in cases of emergency requiring such entry. In the event an Owner elects not to furnish such

passkey, such Owner hereby exonerates the Association for any and all damages caused to his Unit as a result of the reasonable forced entry into the same by the Association to cope with such emergencies.

13. It is prohibited to hang garments, rugs or other items from the windows, roof or any of the facades of the building. No outside clothes lines are allowed.

14. There shall be no outside storage of firewood, tires or other personal property, except barbecue supplies and patio furniture (except no umbrellas) which may be kept in the limited common areas.

15. Each Unit Owner shall observe and perform these rules and ensure that his family members, invitees and tenants observe and perform these rules. In the event expenses are incurred due to violations of rules by invitees, the Owner shall be responsible for payment of the same.

16. No yard signs, window signs or other advertising on the premises that a Unit is for sale or for rent shall be allowed so long as Declarant has any unsold or unoccupied Units.

17. In order to preserve and protect the privacy, relaxation and tranquility of the property, and minimize activities which may generate excessive noise or otherwise disturb the peaceful enjoyment of the residents:

- a) There shall not be installed or allowed any outdoor playground-type equipment, such as slides, swingsets, jungle gyms, sand boxes or the like.
- b) All recreational equipment and toys shall be kept in the Owner's Unit, except when being taken on or off the property.

18. The foregoing regulations are subject to amendment and to the promulgation of further regulations.

September 26 1995

RE-95-2173

Mr. Dennis Stanek  
Stanek Construction  
221 3rd Ave. North  
Onalaska, WI 54650

Dear Mr. Stanek:

SUBJECT: Heritage Estates Condominiums, Onalaska, Wisconsin  
Dairyland Power Cooperative's Q-1 161kV Electrical Transmission Line -  
(DPC O-1, Parcel 61/61f)

Dairyland Power Cooperative is in receipt of Heritage Estates Condominiums design drawings prepared by Paragon Associates, delivered 09/25/95 and referenced as follows:

- SD-1.0 Condominium Plat, revision date 06/13/95;
- SD-2.0 Grading Plan, revision date 07/25/95;
- SD-3.0 Plan and Profile, revision date 07/25/95;
- SD-4.0 Erosion Control Plan, revision date 07/25/95;
- SD-5.0 Landscape Plan, revision date 07/25/95;
- SD-6.0 Details, revision 07/25/95.

Dairyland Power Cooperative operates and maintains a 161 kV electrical transmission line on, over and across the lands as described and represented on drawing number SE--1.0 under the auspices of a Right of Way Easement for Rural Electric Line acquired through condemnation actions and Award of Damages dated November 6, 1950, and December 1, 1950, and filed with the Clerk of Circuit Court for La Crosse County, Wisconsin. The easement describes an eighty (80) foot wide right of way strip and provides Dairyland the rights necessary to construct, operate and maintain the electric transmission line along the strip, together with the right of access and tree clearing within the right of way strip or on adjacent lands as described. That easement right was modified and amended under the terms of an Easement Supplement executed July 22, 1986 and recorded August 18, 1986, as Document Number 980800 in Volume 767 at Page 909 in the office of the La Crosse County Register of Deeds. Dairyland's easement rights are in full force and effect.

Dairyland staff has reviewed the drawings as submitted and referenced hereinabove and consents to the subdivision plat and the associated construction and improvement represented therein, subject to the following terms and conditions:

- Finished ground elevations, as represented, will not be altered without the prior written consent on Dairyland Power Cooperative;

PAGE 1

- Dairyland Power Cooperative will be given reasonable prior notice by all parties performing any and all construction activities within the right of way strip;
- The Code of Federal Regulations (Labor) 29, Chapter 17, Parts 1900 to 1910, rev. 07-01-87, Occupational Safety and Health Administration, Labor (OSHA), Part 1910.180 Crawler, Locomotive and Truck Cranes, (j) Operating near electric power lines - (1) Clearances -- provides clearance requirements when lines are not de-energized;
- OSHA Safety and Health Standards (29 CFR 1926/1910) rev. 07-01-87. (OSHA 2207), Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors, Section 1926.550 (2)(15)(iv) states: "A person shall be designated to observe clearance of the equipment and give timely warning for all operations where it is difficult for the operator to maintain the desired clearance by visual means";
- The ground surface within the right of way strip will not be disturbed, nor will excavation occur or extend, for any purpose whatever, within ten (10) feet of DPC Q-1 Structure Number 343;
- Except as provided hereinabove with reference to DPC Q-1 Structure Number 343, no machinery or equipment will be operated within the right of way strip which will extend to within twenty (20) feet of any part of the transmission line facility, conductor wires and/or poles;
- No soil stock piles or debris piles will be placed within the right of way strip at any time;
- No buildings or structures of any kind will be placed within the right of way strip;
- Access to and from the right of way strip and transmission line structures will not be impeded or denied at any time;
- No trees, shrubs, or other plantings will be planted or located within the right of way strip, or in such a manner as to extend within twenty (20) feet of any part of the transmission line facility, conductor wires and/or poles, nor will such trees, shrubs or plantings be allowed to grow beyond this limitation;
- Trees, shrubs, or other plantings located within or adjacent to the right of way strip are subject to removal and/or damage as a result of the operations of and at the sole discretion of Dairyland Power Cooperative, without compensation, under the authority of the easement rights previously recited and without limitation by virtue of this consent.
- Consent or authorization hereunder is not to be construed to preempt the rights of others or any governmental body, jurisdiction or agency authorized to control such activity;

I would suggest, as a matter of record, that potential purchasers of the condominium units be expressly informed of Dairyland's rights and policy with respect to the above-referenced matters.

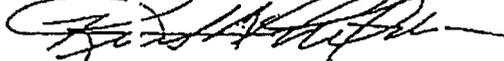
PAGE 2

It should be understood that this conditional consent does not in any way limit or modify the easement rights held by Dairyland Power Cooperative under the instruments recited. The agreements made between you, the developer, and local governments and jurisdictions as a condition of your plat acceptance are not binding upon Dairyland Power Cooperative. Dairyland will continue to exercise any and all of its easement rights, at its sole discretion and as authorized under the laws of the State of Wisconsin, necessary to efficiently and economically operate its electrical transmission facility.

If you find the above terms and conditions agreeable, you may consider this consent in full force and effect by signing the enclosed copy in the space provided and returning the same in the pre-stamped, self-addressed envelope enclosed.

Sincerely,

DAIRYLAND POWER COOPERATIVE



Kurt D. Childs, Manager  
Real Estate, Right of Way, and  
Related Services Department

Accepted and agreed this 3 day of Nov, 1995.



Dennis Stanek  
Stanek Construction

- cc: R. Willenberg
- B. Kelly
- T. Joyce
- Jeffrey S. Moorhouse, Paragon Associates, LLC
- City Clerk, City of Onalaska

1150644

VOL 1125 PAGE 789

\$114.00

RECORDED  
AT 11:30 AM

APR 18 1996

DEBORAH J. FLOCK  
REGISTER OF DEEDS  
LaCrosse County, WI

DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR  
HERITAGE ESTATES CONDOMINIUMS

## Rules and Regulations of Heritage Estates Condominiums

- 1) Common sidewalks, driveways, and entrances shall not be obstructed or used for any other purpose than ingress to and egress from the units.
- 2) No article shall be placed on or in any of the general common elements except around the perimeter of the house (within the rock areas) plants may not exceed three feet in height. The owner must present a plan of the plantings to the Landscape Committee and must be approved by the board of directors. All existing plants and shrubs that are currently a part of the owner's landscape are NOT subject to this rule.
- 3) Owners, members of their families, their guests, tenants or lessees shall not use the sidewalks, or driveways, as recreation areas. Children playing outside must be supervised by an adult.
- 4) No vehicle belonging to an owner or occupant shall be parked outside overnight, except for those vehicles that will not fit into their garage. Guests of owners are required to park within designated parking areas. Each unit owner shall have no more vehicles than fits into their garage. Only vehicles in working condition shall be permitted on the condominium grounds. No mechanical repairs or maintenance shall be performed on any vehicle on the common elements or common area except for emergency repairs to start the vehicle, repair a flat tire, etc. Larger vehicles such as boats, campers, etc. that do not fit into the garage cannot be kept on the condominium grounds. Any exceptions must be approved by the Board of Directors.
- 5) No work of any kind shall be done upon the exterior building walls or upon the general common elements by any unit owner. Such work is the responsibility of the association. No changes can be made in the limited common elements except with prior written approval by the Board of Directors.
- 6) No owner, resident or lessee shall install wiring for electrical, telephone, or internet, or home security, nor shall any television, radio antennae, transmitting or receiving equipment, air conditioning units, satellite dish or solar panel, or retractable shade awnings, be installed on the exterior of the building or be installed in such a manner that they protrude through the walls or roof of the building. All exceptions must be approved by the Board of Directors in writing.
- 7) Use of any facilities of the property will be made in such a manner as to respect the rights and privileges of other owners and occupants.
- 8) Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises that may disturb owners or occupants of other units. All garbage containers must be stored in the garage or out of site. Trash such as bottles, paper or containers must not be thrown on these or adjoining premises.
- 9) No cats, dogs, rabbits, birds, reptiles, livestock, fowl or poultry (hereafter referred as animals) shall be raised, bred or kept in any unit or in the common elements except as follows.
  - a) Owners and occupants of units may have one dog or no more than two domestic cats.
  - b) All animals shall be supervised and leashed at all times. Dogs or cats shall not be tied up or caged outside. Owners shall immediately cleanup and properly dispose of all wastes.
  - c) If any animal allowed on the premises with such prior approval causes or creates a nuisance or unreasonable disturbance, the owner or other person having control shall be given written notice by the Board or managing agent to correct the problem, if the problem is not corrected within a three-day period the owner will permanently remove the animal from the property.

## Rules and Regulations of Heritage Estates Condominiums

- 10) Any damage to the general common elements or common personal property caused by an owner or an owner's guest or family member shall be repaired at the expense of the owner.
- 11) It is prohibited to hang garments, rugs, or other items from the windows, roof or any of the facades of the building. No outside clothes lines are allowed.
- 12) There shall be no outside storage of firewood, tires or other personal property except barbecue supplies and patio furniture which may be kept in the limited common areas.
- 13) No yard signs, window signs or other advertising can be placed on the premises unless approved by the Board of Directors.
- 14) In order to preserve and protect the privacy, relaxation and tranquility of the property.
  - a) There shall not be installed or allowed any outdoor playground equipment such as slides, swing sets, jungle gyms, sand boxes, etc.
  - b) All recreational equipment and toys shall be kept in the owner's unit, except when taken on or off the property.
- 15) When an owner puts a unit up for sale, the owner must contact the Board of Directors. At the time of an accepted offer the board must be notified of the closing date and the new owners contact name and phone number to ensure proper paper work is completed for the monthly association fees.
- 16) The forgoing regulations are subject to amendment and to the publicizing of further regulations and approved by a majority of the residents.

## Association/Owner Responsibilities

Many times, the question has come up regarding the costs the Association will cover and the costs the individual unit owner is expected to pay. Below, we have outlined information found in the Association's Declaration, Bylaws, Rules and Regulations, the Wisconsin Statute and precedent set by the previous decisions of the Board of Directors and the Association Members. These are the guidelines the Board is following.

	Expense	
	Assn.	Owner
<b>UNITS (Declarations: 2.03, 3.02 Bylaws: )</b>		
<b>I. INTERIORS</b>		<b>Yes</b>
A All interior decorating, remodeling and repairs will be paid for by the unit owner.		
<b>II. INFESTATIONS</b>		<b>Yes</b>
A The cost to stop infestations into a unit is to be paid by the unit owner. (Examples: insects, mice, bats)		
<b>LIMITED COMMON ELEMENTS (Declaration: 3.02 State Law: 703.02(3), 703.09(1), 703.13(5M) Bylaws: )</b>		
<b>I. Doors</b>		<b>Yes</b>
A The maintenance, repair and replacement of all doors is supplied by and paid for by the unit owner. Doors include garage entry doors, garage service doors and all doors that are points of entry into the home.		
<b>II. Windows</b>		<b>Yes</b>
A The maintenance, repair and replacement of all windows is supplied by and paid for by the unit owner. Windows include garage windows as well as house windows.		
<b>III. Sidewalks, Driveways, Steps, Porches and Patios</b>		<b>Yes</b>
A Any repair or replacement of these items will be paid for by the unit owner.	<b>Yes</b>	
B Snow removal on sidewalks and driveways will be paid for by the association.		
<b>IV. Exterior Fixtures</b>		<b>Yes</b>
A Improvements of exterior fixtures will be paid for by the unit owner. These include, but not limited to shutters, vent covers, exterior lights, gutter covers, etc.		
<b>V. Decks, Deck Staircases</b>	<b>Yes</b>	
A Any structural issue with a deck must be reported to the Architectural committee		
B Maintenance and repair or replacement of the structural portions of the deck are paid for by the Association Replacement of the stair boards and deck surfaces is the responsibility of the Association. Repair and replacement will be with	<b>Yes</b>	
C materials similar to the original surfaces used.		
D Changes from the original deck design or materials must be submitted to the Architectural committee for approval.		
E Changes (new staircases, railings and flat surfaces, etc.) will be the paid for by the unit owner.		<b>Yes</b>
NOTE: All maintenance or repair shall be to the building code to which the deck was originally built unless directed otherwise by the Building Inspector.		

**Common Elements (Declarations: 1.05, 2.08, 2.16 Bylaws )**

<b>I. LANDSCAPING</b>		
A Trimming of bushes (this would include everything except trees)		

## Association/Owner Responsibilities

<p>1 Bushes and shrubs will be trimmed when deemed appropriate by the Board and the Landscape Committee with recommendations from professionals and paid for by the Association.</p> <p>2 The timing and extent of the trimming will be based on the recommendation of the professional organization that does the trimming, with the approval of the Association Landscape Committee.</p>	Yes	
<p><b>B</b> Replacement of dead or damaged bushes (this includes everything except trees).</p> <p>1 Dead or damaged bushes should be reported to the Landscape Committee.</p> <p>2 These will be replaced with a like item and paid for by the Association.</p>	Yes	
<p><b>C</b> Changes to landscaping (bushes/shrubs).</p> <p>1 Changes to landscaping must receive prior approval from the landscape committee.</p> <p>2 Cost of the plant(s) and planting are paid for by the unit owner.</p> <p>3 Changes will become part of the overall landscaping. Maintenance of these changes will be paid for by the Association going forward</p>	Yes	Yes
<p><b>D</b> Ornamental planting</p> <p>1 Ornamental planting may be done around the perimeter (within the landscape border) of the unit.</p> <p>2 Ornamental planting may not be over 3 feet tall</p> <p>3 Planting and plants will be paid for by the unit owner.</p>		Yes
<p><b>E</b> Landscaped areas (includes rock/bark fill, edging and weed barrier, AC bases).</p> <p>1 Any needed repairs should be reported to the landscape committee.</p> <p>2 Repairs to these areas will be paid for by the Association.</p>	Yes	
<p><b>F</b> Weed removal from landscaping.</p> <p>Weed removal from landscaped areas is not covered in our contract with our lawn care supplier. This is the responsibility of the</p> <p>1 unit owner.</p>		Yes

### II. TREES

<p><b>A</b> Trimming of all trees will be paid for by the Association. Tree trimming will be scheduled based on the recommendation of the company chosen to do the trimming with the oversight and approval of the landscape committee.</p>	Yes	
<p><b>B</b> Replacement of dead or damaged trees.</p> <p>1 Dead or damaged trees should be reported to the landscape committee.</p> <p>2 The first \$100 of total expense (tree and planting) will be paid for by the Association.</p>	Yes	

<p><b>C</b> Addition of trees to landscaping</p> <p>1 Addition of trees must receive prior approval from the landscape committee.</p> <p>2 Cost of such trees will be paid for by the unit owner</p> <p>3 Maintenance of added trees will be paid for by the Association.</p>	Yes	Yes
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### III. LAWNS

<p><b>A</b> Mowing, Edging, fertilizing and weed control of lawns and park areas will be paid for by the Association.</p>	Yes	
<p><b>B</b> Yard cleanup, when deemed necessary, will be paid for by the Association</p>	Yes	

## Association/Owner Responsibilities

<p><b>C Lawn damage (Moles, mold, erosion, insects, etc.)</b>                  1 Lawn damage should be reported to the landscape committee.                  2 Approved repairs will be paid for by the Association.</p>	<p><b>Yes</b></p>	
<p><b>D Irrigation</b>                  1 Any malfunction of the irrigation system needs to be reported to the irrigation committee.                  2 Any necessary repair to the irrigation system will be paid for by the Association.                  3 Any water used by the irrigation system will be paid for by the Association                  4 Watering schedules will be set by the irrigation system committee with recommendations by the lawn care provider.</p>	<p><b>Yes</b> <b>Yes</b></p>	

**IV STREET and ROADS**

<p><b>A Maintenance, Repair and Replacement</b>                  1 All maintenance, repair and replacement of road surface will be paid for by the Association.                  2 Snow removal from the roadway will be paid for by the Association.</p>	<p><b>Yes</b> <b>Yes</b></p>	
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**V. BUILDINGS (Declaration 2.08(b))**

<p><b>A Exterior</b>                  1 Any damage to the exterior of a building shall be reported to the Architectural committee.                  2 Any repair or replacement of siding will be paid for by the Association. This does not include cleaning.                  3 Any repair or replacement of roofing will be paid for by the Association. This includes roof vents.                  4 Gutters are part of the roof system and repair and replacement will be paid for by the Association.                  5 The cleaning of gutters and additions such as covers to help keep the gutters clean will be paid for by the unit owner.</p>	<p><b>Yes</b> <b>Yes</b> <b>Yes</b></p>	<p><b>Yes</b></p>
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