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Disclosure Materials for
Linden Park Condominium

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Attorney David F. Stickler
Moen Sheehan Meyer, Ltd.
P.O. Box 786
La Crosse, WI 54602-0786

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DISCLOSURE MATERIALS

LINDEN PARK CONDOMINIUM
3000 South 33rd Street
La Crosse, Wisconsin 54601

DECLARANT OF LINDEN PARK CONDOMINIUM:

HALKEVCO, LLC
901 Main Street
La Crosse, Wisconsin 54602-3504

DECLARANT'S AGENT:

COLIN RAY
901 Main Street
La Crosse, Wisconsin 54602-3504

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

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

YOU MAY AT ANY TIME WITHIN FIVE (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.

INDEX OF DISCLOSURE MATERIALS

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 page begins on page D-1

2. Plat. The Plat is attached hereto and incorporated herein as Exhibit A.

3. Floor Plans and Map. The Declarant has provided a floor plan of the Unit 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 floor plan of the Condominium is attached hereto and incorporated herein as Exhibit B.

4. Percentage Ownership. The percentage ownership of the Condominium is attached hereto and incorporated herein as Exhibit C.

5. Articles of Incorporation. The operation of a Condominium is governed by the Association, of which each Unit Owner is a member. Powers, duties and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation are attached hereto as Exhibit D.

6. 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

7. Annual Operating Budget. The Association incurs expenses

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Exhibit D. Articles of Incorporation

Exhibit E. First Estimated Annual Budget

DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR
LINDEN PARK CONDOMINIUM

DECLARATION OF CONDOMINIUM OWNERSHIP
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LINDEN PARK CONDOMINIUM

INTRODUCTION

THIS DECLARATION is made and entered into by Halkevco, LLC, a Wisconsin Limited Liability Company, and hereinafter referred to jointly as Developer or Declarant:

WITNESSETH, THAT:

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

WHEREAS, the Developer 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 anywise 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 Developer desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as LINDEN PARK CONDOMINIUM) 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 Developer desires and intends that the several Unit Owners, mortgagees, occupants and other persons hereafter 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 in furtherance of a plan to promote, enhance and protect the common amenities and the 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 Developer 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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ARTICLE I

SUBMISSION TO ACT

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:

A Condominium Plat of Lot 2, Certified Survey Map, Volume 7, Page 98, and part of the vacated South 33rd Street all located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 15, T15N-R7W, City of La Crosse, La Crosse County, Wisconsin, more particularly described as follows:

Commencing at the northwest corner of said Section 15, thence S 04°26'39" E 1363.58 feet to the intersection of the south R.O.W. line of Park Lane Drive and the westerly R.O.W. line of South 33rd Street, said intersection being the northeast corner of Lot 1, said C.S.M., thence along said westerly R.O.W. line, S 15°03'21" E 311.82 feet to the northernmost corner of said Lot 2 and the point of beginning of this description.

thence, continuing along said R.O.W. line, S 41°03'21"E 292.33 feet;

thence, continuing along said R.O.W. line, on the arc of a 208.19 foot radius curve, concave to the southwest, the chord of which bears S 21°55'38.5" E 136.44 feet;

thence, continuing along said R.O.W. line, S 02°47'56" E 160.86 feet;

thence, continuing along said R.O.W. line, on the arc of a 150.00 foot radius curve, concave to the northwest, the chord of which bears S 23°09'34" W 131.32 feet;

thence, continuing along said R.O.W. line, S 49°07'04" W 189.77 feet;

thence N 40°52'56" W 100.00 feet;

thence S 49°07'04" W 80.82 feet;

thence N 89°16'07" W 86.05 feet to the southwesterly corner of said Lot 2;

thence, N 00°43'53" E 618.09 feet, to the northwesterly corner thereof;

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thence N 51°34'31" E 193.16 feet to the point of beginning.

1.02. Address. The address of the condominium shall be 3000 South 33rd Street, La Crosse, Wisconsin 54601.

1.03. Construction of Condominium. Linden Park Condominium will consist of a total of eighteen (18) buildings, as follows: Eleven (11) buildings with two (2) units in each building; three (3) buildings with three (3) units in each building; and four (4) buildings with three (3) units in each building; with the middle unit of each building containing a loft. Each unit will have one (1) level of living space, a basement, and a two (2) car attached garage. Each building is constructed principally of poured concrete foundations and footings, wood frame and drywall interior partitions. The roofs are asphalt shingle. Each building is served by municipal water and sewer, gas and electric utilities, all of which are separately metered to the units.

1.04. Unit Plans. The forty-three (43) units all follow the same floor plan, which is shown on Exhibit A attached hereto. The floor plan provides generally for two (2) bedrooms, one (1) bath, first floor laundry, living room, dining room, kitchen, deck, and a two (2) car garage, in all amounting to approximately One Thousand One Hundred (1,100) square feet. There are four (4) exceptions to the above-described general plan, which apply to units six (6), nine (9), twelve (12) and fifteen (15), which, in addition to all of the elements previously specified, also contain a "loft". All buildings, and all of the units contained within said buildings, are intended for use as a single family residence.

1.05. Ownership of Common Elements. Each Unit Owner will own a one-forty-third (1/43) interest in the common elements (hereinafter described) and will be responsible for a corresponding fractional share of the Common Expenses (also hereinafter described).

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 two 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 LINDEN PARK CONDOMINIUM, 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 and roofs, as may pertain to each building;

(c) The grounds, yards and parking areas;

(d) The premises for the storage of property utilized in the maintenance of the property;

(e) Installations of such of the following central services as may be installed: power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating, inground sprinkler system;

(f) The 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, ceilings and floors of the Units;

(g) Such community and commercial facilities as may be provided;

(h) Utilities for water, sanitary sewer and storm sewer, and roadways within the condominium plat, and

(i) 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. The Limited Common Areas and Facilities appurtenant to each Unit are as follows: decks, well escapes, exterior stairs and front stoop/entryway.

2.12. Majority or Majority of Unit Owners. The Unit Owners with more than fifty percent (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, Designated Unit Areas and of all Units in the Property submitted to the provisions of the Act, 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 surfaced portions of the property set aside for use for travel by foot, animal or vehicle to and from the buildings to the public streets or highways.

2.17. Parking Areas. Those areas provided for parking automobiles as shown on Exhibit A attached and by reference expressly incorporated herein and made a part hereof.

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.

3.02. Units: Definition. "Unit" is that part of the Condominium designed and intended for the exclusive independent use of its Owner. A Unit includes one (1) or more contiguous or non-contiguous cubicles of air; the exterior boundaries of each cubicle being the unfinished interior surface of the perimeter wall surrounding the cubicle, the unfinished lower surface of the ceiling of the highest story of the cubicle, and the uncovered or unfinished upper surface of the floor of the lowest story of the cubicle. In addition, a Unit includes the following items serving the particular Unit, although they may be outside the defined cubicle of air:

- (a) All doors and windows, their interior casements, and all their opening, closing and locking mechanisms and hardware;
- (b) All wall, floor, baseboard and ceiling mounted electrical fixtures, outlets and switches and the junction boxes serving them;
- (c) All plumbing fixtures and piping, valves and other connecting and controlling materials or devices lying between the fixtures and the water main or sewage lines to the lowest story of the Units; and
- (d) All components of any heating plant or air conditioning unit or units.

Not included as a part of the Unit are those structural components of the building and any portions of the mechanical systems of the building, including but not limited to, any pipes, wires, conduits, public utility lines or other structural components running through the Unit and serving more than the Unit.

3.03. Units: Ownership. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or 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.

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 use the Common Elements for all purposes incident 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 fractional ownership may be changed according to the provisions of the Act, or according to the provisions set out in this Declaration, provided that the provisions of this Declaration do not conflict with the Act. The undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains and shall 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 purposes of ingress and egress to, and use, occupancy and enjoyment of the 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. Maintenance of Common Elements. Except as otherwise provided herein, management, repair, alteration and improvement 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 percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. Payment thereof shall be in such amount and at such times 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.

5.04. 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 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 the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part 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 or any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) Easements for Utilities. The Century Telephone Corporation, Northern States Power Company, the City of La Crosse 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, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the property with utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The Developer, prior to the creation of the Board, and the 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 Developer, 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.

Language to the contrary herein notwithstanding, the utilities servicing Linden Park Condominium, including water, sanitary sewer, storm sewer, and roadways shall be a part of the common elements, and owned by the Unit Owners.

(c) Easements to Run with the Land. All easements and rights described herein, including easements for the benefit of Unit Owners in Linden Park Condominium, 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 and 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 reserve 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.

(e) Easements for Developer. The Developer is hereby granted an easement over and upon the Common Elements and upon lands appurtenant to the Condominium for the purpose of completing improvements for which provision is made in this Declaration. Developer is also granted an easement over and upon the Common Elements for the purpose of making repairs required pursuant to the Declaration or contracts for sale made with Unit purchasers.

5.05. 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.

5.06. 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.

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

5.08. Insurance; Unit Owners. Each Unit Owner shall be responsible for insurance on his Unit and the contents therein, and his personal liability, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses.

5.09. Limited Common Areas.

(a) All patios and decks, if any, shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that patio or deck, if any, direct access to which is provided from his respective Unit and which is or are located outside of and adjoining his respective Unit; unless and until such time as the Board, as hereinafter provided, determines to the contrary, each Unit Owner shall be responsible for repair and maintenance and appearance of the patios and decks, the exclusive use and possession whereof is extended hereby, at his own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such patio or deck in any manner contrary to the Rules and Regulations as may be established by the Board or the Association.

(b) Parking Areas. The driveway which is adjacent to the attached garage of each Unit shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that driveway, direct access to which is provided from his respective Unit and which is located outside of and adjoining his respective Unit; unless and until such time as the Board, as hereinafter provided, determines to the contrary, each Unit Owner shall be responsible for the repair, maintenance and appearance of the

driveway, and shall keep said driveway free of all snow, ice and other debris, at all times, at his own expense. Each Unit Owner shall be entitled to keep no more than two (2) automobiles on the Condominium grounds, and said automobiles shall be kept only in the garage space which is a part of the Unit or the parking space which adjoins said garage. The term "automobile" shall be defined to include trucks no larger than three-quarter (3/4) ton and motorcycles, but shall not include any other motorized or non-motorized vehicles. Only automobiles in working condition shall be permitted on the Condominium grounds. Larger vehicles or recreational vehicles may not be kept on the Condominium grounds at any time.

(c) Well Escapes. In the event that a Unit Owner chooses to have a bedroom or bedrooms located in the basement of any Unit, it shall be necessary to have a well escape constructed to comply with current municipal zoning requirements. In such an event, the well escape(s) shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner who so chooses to have a basement bedroom, and therefore, will have a well escape, shall be entitled to the exclusive use and possession of such. Each Unit Owner shall be responsible for the repair and maintenance and appearance of said well escape at said Unit Owner's own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of the exterior of the building in any manner contrary to the Rules and Regulations as may be established from time to time by the Board or the Association.

5.10. Maintenance, Repairs and Replacements of Units.

(a) By the Board. The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of the Condominium which are not included in the definition of the Unit and include the tangible personal property used in the operation, maintenance and management of the Condominium.

(b) By the Owner. Except as otherwise provided in paragraph (a) 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 appurtenant thereto, and all internal installations of such Unit, such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries or as specified in Article 3 above. Each Unit Owner shall be responsible for all of the maintenance, repairs and replacements

for the preheat water tank, water heater and water softener, if any. Provided, however, such maintenance, repairs and replacements as may be required for the bringing of gas, and sewer service or electricity to the Unit shall be furnished by the Board as part of the Common Expenses.

(2) All of the decorating within his own Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, 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 Owners shall maintain such portions in good condition at his sole expense as may be required from time to time, which 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 the perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and 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 subject to the Rules and Regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above-provided), and any redecorating of Units to the extent made necessary by any damage to existing decoration 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 this Declaration 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.

(3) Each Unit Owner is responsible for the decoration, furnishing, housekeeping, repair and maintenance, and the general cleanliness and presentability of the limited common areas, whose use is reserved to the Unit.

5.11. Negligence of Owner. If, due to the negligent act or omission of Unit Owner, or a member of his family or household pet, or 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 such damage and such maintenance, repairs and replacements as may be determined by the

Board, subject to the Rules and Regulations and the 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 and fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the Rules and Regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Building, shall be entitled to a reasonable access to the individual Units, any Common Elements, and any limited Common Elements, for emergency repairs, as may be required in connection with maintenance, repairs or replacement of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

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 Colin Ray, 901 Main Street, La Crosse, Wisconsin 54602-3504. The Unit Owners shall designate such successors as may be required to the aforementioned party 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

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.01. The Units and Common Elements shall be occupied and used as follows:

(a) Purpose. 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 such manner and upon such conditions as shall be determined by the Board in writing.

(b) Obstruction of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be stored in

the Common Elements without the prior consent of the Board, except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Exterior Exposure of Building. Owners shall not cause or permit anything to be hung or displayed on the outside walls of the Building, and no sign, awning, canopy, shutter, radio or television antenna, or air conditioning units shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(e) Pets and Animals. No dogs, cats or other domesticated pets or animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements except upon receiving written permission from the Board.

(f) Nuisances. No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit in the Common Elements nor shall anything be done therein or thereon either willfully or negligently which may be or become, in the judgment of the Board, an annoyance or nuisance to the other Owners or Occupants.

(g) Impairment of Structural Integrity of Buildings. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building, which would structurally change the Building or would jeopardize the soundness or safety of the Property, reduce its value or impair any easement, except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

(h) Laundry or Rubbish. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the Rules and Regulations of the Board.

(i) Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor, except with the consent of the Board, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Unit therein. The right is reserved by the Developer, its beneficiaries or its agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and to place such other signs on the Property as may be required to facilitate the sale of unsold Units. The right is hereby given to the Board or its representative to place "For Sale" or "For Rent" signs on any Unit or on the Property, for the purpose of facilitating the disposal of Units by any Owner, mortgagee or the Board.

(j) Alterations of Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

(k) Display of Model Units by Developer. During the period of construction of the Building or Buildings on the Property by the Developer, the Developer and its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said Buildings and Property and as may be required in connection with said construction. During the period in which sales of Units by the beneficiaries of the Developer are in process, but in no event for any period extending beyond one hundred eighty (180) months from the registration or filing of this Declaration, the Developer's beneficiaries may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Developer or said beneficiaries, one or more Units for business or promotional purposes, including clerical activities, sales offices, model Units for display and the like; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner or Occupant.

(l) Certain Personal Professional Activities Permitted. The Unit restrictions in Paragraphs (a) and (i) of this Article VIII shall not, however, be construed in such a manner as to prohibit an Owner from (a) maintaining his personal business or professional records or accounts therein; or (b) maintaining his personal professional library therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Paragraphs (a) or (i) of this Article VIII.

(m) Persons Bound by Regulations. Any person who uses the Condominium Property in any manner, including Unit Owners, tenants

of Owners, employees of Owners, as well as visitors and invitees of the above shall be subject to the Act, this Declaration and the By-Laws.

ARTICLE VIII

VOTES

The Owner(s) of each Unit shall be entitled to one (1) vote, which shall be appurtenant to each Unit.

ARTICLE IX

SALE, LEASING OR OTHER ALIENATION

9.01. Involuntary Sale. In the event of condemnation under the laws of Wisconsin of a portion of the premises, including therein, a residential building or buildings whereby construction of a like building or buildings cannot be reasonably effected on the remaining premises, the proceeds of said condemnation and rights of action arising thereunder shall be disbursed as follows:

(a) To the Owners of the individual Units condemned, that portion of the condemnation award attributable to each Owner's Unit and the right of action, if any, arising thereunder and attributable to said Unit, together with said Owner's interest in the condemnation award for the Common Elements condemned, plus a sum equal to said Owner's interest in the remaining Common Elements to be paid by the remaining Owners. Any condemnation award, together with any right of action arising thereunder, attributable to a Unit with Individual Grounds allocated thereto, shall be the exclusive property of the Unit Owner insofar as said award or right of action pertains to the Unit constructed thereon. Any award for the taking of limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those limited Common Elements is restricted in proportion to their respective percentage interests in the Common Elements.

(b) To the Owners of the Common Elements whose residential Units were not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation. Any award obtained by legal action shall be disbursed to the Owners as their common interests may appear, including the Owners of those Units condemned as though they were voting members.

(c) In the event of a taking of all or a part of any Unit or the Common Elements, the Association shall promptly undertake to restore the improvements to an architectural whole compatible with the existing structure or structures. Any costs of such installation in excess of the condemnation award shall be a Common Expense. However, if the taking under the power of eminent domain

is to the extent where the remaining Condominium portion has been diminished to the extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five percent (75%) or more of the vote and of the eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages are allocated. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one (1) fund, and be divided among all Unit Owners in proportion to their percentage interest in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit.

(d) Following the taking of all or a part of any Unit, the percentage interests appurtenant to the Unit shall be adjusted in proportion as provided in this Declaration and By-Laws. Following the taking of part of a Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit, and following the taking of all of a Unit, the right to vote appurtenant to the Unit terminates, provided that this provision shall be subject to any further requirements of the Act.

ARTICLE X

DAMAGE OR DESTRUCTION

10.01. Insurance.

(a) Sufficient Insurance. 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 said damage or destruction shall occur, the Unit Owners elect either to sell the Property or to withdraw the Property from the provisions of the Declaration and from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event of damage or destruction to any single building or the buildings aggregating less than fifty (50%) percent of the total buildings, said building or buildings shall be promptly repaired or restored.

(b) Insufficient Insurance. 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.

10.02. 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, and shall be substantially in accordance with the Declaration and the Original Plans and Specifications.

ARTICLE XI

SALE OF THE PROPERTY AND REMOVAL FROM ACT

11.01. Voluntary Sale of Property. The Property as a whole may be sold only upon the unanimous written consent of all of the Unit Owners, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instrument duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the Property. After such actions it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to effect such sale.

11.02. Removal of Condominium from Provisions of Act. All of the Unit Owners, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instrument duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the Property, may remove all or any part of the Property from the provisions of the Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Units consent thereto or agree in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the Property.

Upon removal of any Property from the Act, the Property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the Property owned in common which appertains to each Unit Owner shall be the percentage of undivided interest previously owned by the Owner in the Common Elements.

The removal from the Act above provided shall in no way bar the subsequent submission of the Property to the Act.

ARTICLE XII

GENERAL PROVISIONS

12.01. Covenants to Run With Land. Each grantee of the Developer by the acceptance of a deed of conveyance, or each purchase 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, conditions, 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 to the Declaration were recited and stipulated at length in each and every deed of conveyance.

12.02. 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.

12.03. Waiver of Damages. Neither the Developer, 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 Developer'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 or 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 ex contractu or (except in case of gross negligence) ex delictu. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing 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.).

12.04. Amendments to Declaration. Except as may be specified otherwise in this Declaration, or in the By-Laws or the Act, the provisions of this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such change,

modification or rescission, signed and acknowledged by the Board and seventy-five percent (75%) of the Owners and mortgagees having bona fide liens of record against Units, except Section 12.03, which may never be changed without the written consent of the Declarant. 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.

12.05. 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.

12.06. 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 time limits, then such provision shall continue only until the day preceding the termination of the permissible period prescribed by the rule.

12.07. Interpretation of Declaration. 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 residential development. In the event of any controversy arising under this Declaration, the same shall be submitted to arbitration under the laws of the State of Wisconsin, as a prerequisite to the commencement of any legal proceeding. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party or parties submitting the matter at issues, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Wisconsin as applied to the facts found by him or them. The expense of arbitration proceedings conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in the City of La Crosse, Wisconsin.

12.08. Failure to Comply with Act. 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.

12.09. Conflict with the Act. In the event of any conflict between the terms and provisions of this Declaration and the By-Laws, with the terms and provisions of the Act, the terms and provisions of the Act shall prevail.

IN WITNESS WHEREOF, this document has been executed this 9th day of May, 1997.

In the Presence of: DEVELOPER/DECLARANT: HALKEVCO, LLC

Patricia A. Marshall BY Kevin Ray

Carolyn Meyer BY Colin N. Ray

David F. Stickler BY Hal A. Ray

STATE OF WISCONSIN) ss. LA CROSSE COUNTY)

Personally appeared before me this 9th day of May, 1997 the above named Kevin Ray, Colin N. Ray and Hal A. Ray.

to me known to be officers of Halkevco, LLC, and to me known to be the persons who executed the foregoing instrument on behalf of such entity, by its authority.

David F. Stickler Notary Public La Crosse County, Wisconsin My Commission: is permanent. [Notary Seal]

THIS DOCUMENT WAS DRAFTED BY David F. Stickler MOEN SHEEHAN MEYER, LTD. 201 Main Street, Suite 700 P.O. Box 786 La Crosse, WI 54602-0786

Linden Park

A CONDOMINIUM FLAT
 Located in
 SW 1/4 - NW 1/4, SEC. 15, T15N-R7W
 CITY OF LA CROSSE, LA CROSSE COUNTY, WIS

TYPICAL FLOOR PLANS

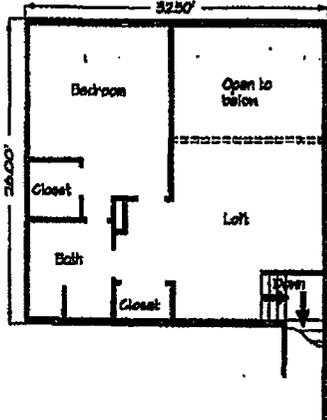
LEGAL DESCRIPTION

A Condominium Flat of Lot 2, Certified Survey Map, Volume T, Page 98, and part of the vacated South 33rd Street all located in the SW 1/4 of the NW 1/4, Section 15, T15N-R7W City of La Crosse, La Crosse County, Wisconsin, more particularly described as follows:

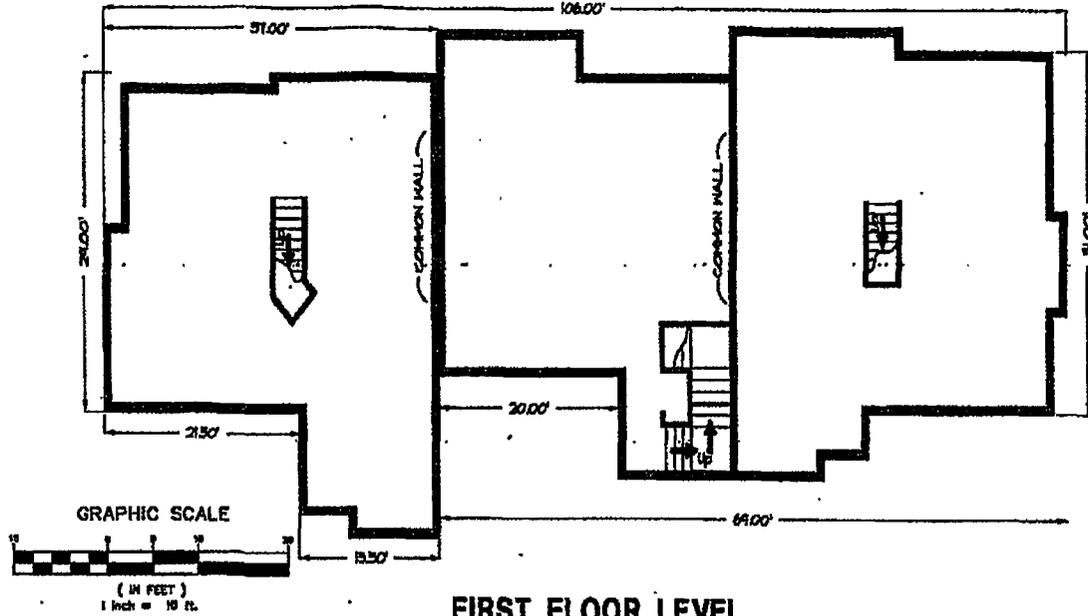
Commencing at the northwest corner of said Section 15, thence S 0442634° E 1963.50 feet to the intersection of the south R.O.M. line of Park Lane Drive and the westerly R.O.M. line of South 33rd Street, said intersection being the northwest corner of Lot 1, said C.S.M.; thence, along said westerly R.O.M. line, S 1540872° E 818.82 feet to the northernmost corner of said Lot 2 and the point of beginning of this description.

thence, continuing along said R.O.M. line, S 41443921° E 242.56 feet;
 thence, continuing along said R.O.M. line, on the arc of a 200.14 foot radius curve, concave to the southwest, the chord of which bears S 28455305° E 136.44 feet;
 thence, continuing along said R.O.M. line, S 0264156° E 160.66 feet;
 thence, continuing along said R.O.M. line, on the arc of a 20.00 foot radius curve, concave to the northwest, the chord of which bears S 2840134° N 181.32 feet;
 thence, continuing along said R.O.M. line, S 44940704° N 104.71 feet;
 thence N 4043256° N 100.00 feet;
 thence S 448407104° N 80.82 feet;
 thence N 884616101° N 166.03 feet to the southwest corner of said Lot 2;
 thence, N 0244955° E 618.09 feet, to the northwesterly corner thereof;
 thence N 5849451° E 143.16 feet to the point of beginning.

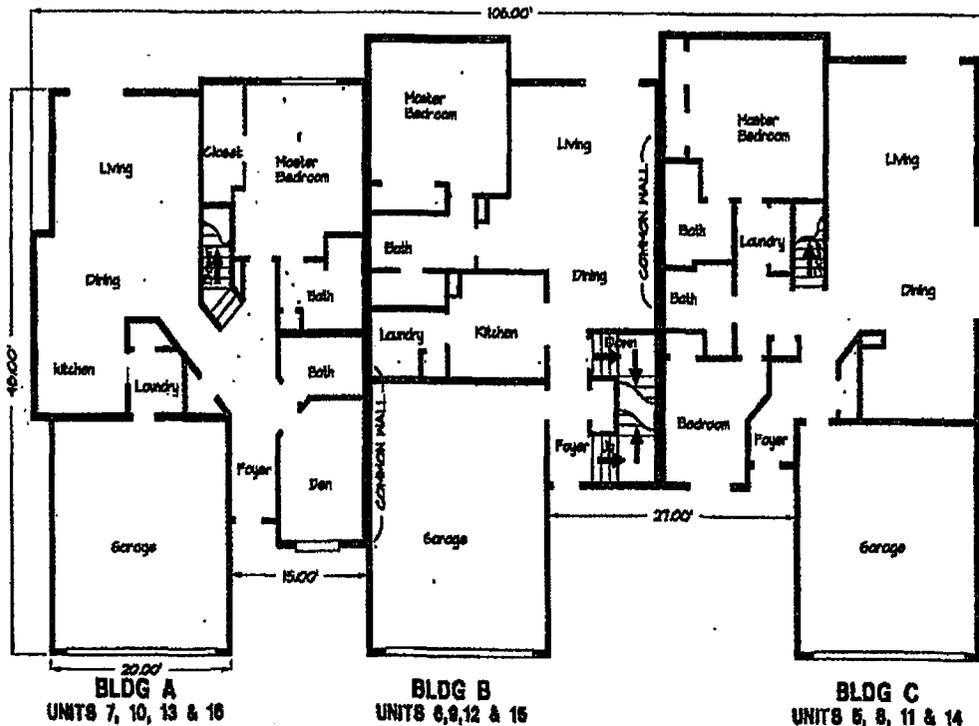
SECOND FLOOR LEVEL (BLDG B)



BASEMENT LEVEL



FIRST FLOOR LEVEL



Linden Park

VOL 1178 PAGE 390

Exhibit B - Floor Plan

A CONDOMINIUM FLAT

Located in
SW 1/4 - NW 1/4, SEC 15, T15N-R7W
CITY OF LA CROSSE, LA CROSSE COUNTY, WIS.

TYPICAL FLOOR PLANS

LEGAL DESCRIPTION

A Condominium Flat of Lot 2, Certified Survey Map, Volume 7, Page 98, and part of the vacated South 33rd Street all located on the SW 1/4 of the NW 1/4, Section 15, T15N-R7W, City of La Crosse, La Crosse County, Wisconsin, more particularly described as follows:

Commencing at the northwest corner of said Section 15, thence S 04°42'04" E 863.56 feet to the intersection of the south R.O.M. line of Park Lane Drive and the westerly R.O.M. line of South 33rd Street, said intersection being the northeast corner of Lot 1, said 0.5M; thence, along said westerly R.O.M. line, S 15°03'21" E 38.82 feet to the northernmost corner of said Lot 2 and the point of beginning of this description.

thence, continuing along said R.O.M. line, S 41°05'21" E 242.55 feet;

thence, continuing along said R.O.M. line, on the arc of a 308.14 foot radius curve, concave to the southwest, the chord of which bears S 21°55'03.5" E 136.44 feet;

thence, continuing along said R.O.M. line, S 02°44'56" E 160.86 feet;

thence, continuing along said R.O.M. line, on the arc of a 150.00 foot radius curve, concave to the northwest, the chord of which bears S 23°04'34" N 131.52 feet;

thence, continuing along said R.O.M. line, S 49°01'04" N 184.77 feet;

thence N 40°52'56" W 100.00 feet;

thence S 45°07'04" N 80.82 feet;

thence N 84°16'07" W 86.05 feet to the southwestern corner of said Lot 2;

thence, N 00°43'53" E 816.04 feet, to the northwesterly corner thereof;

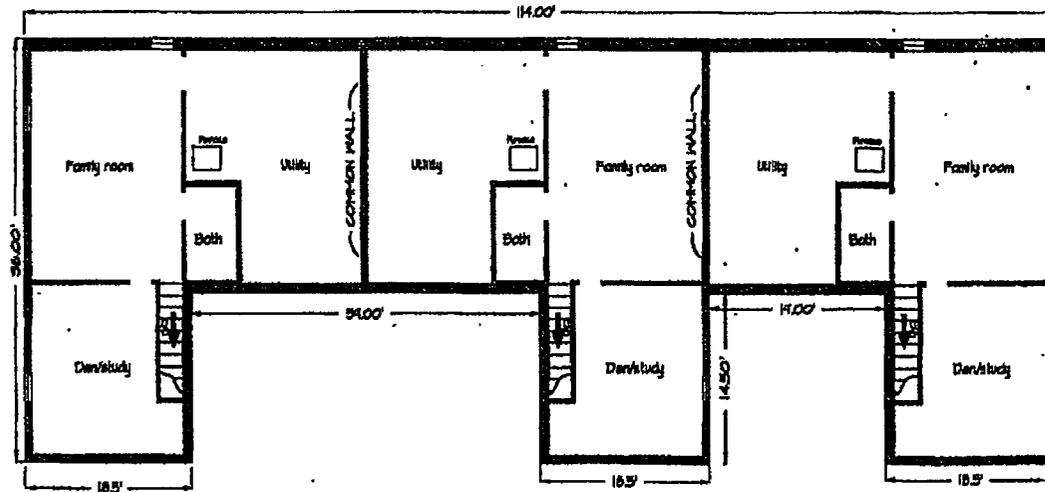
thence N 51°34'31" E 493.16 feet to the point of beginning.

GRAPHIC SCALE

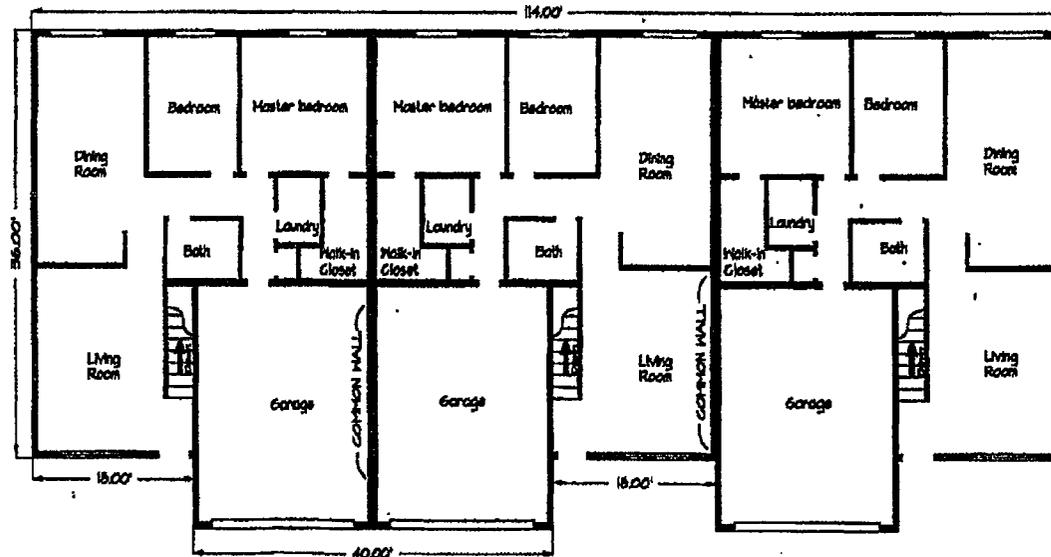


(IN FEET)
1 inch = 10 ft.

BASEMENT LEVEL



FIRST FLOOR LEVEL



BLDG D

UNITS 2, 4, 18, 20, 21, 23, 24
26, 28, 30, 32, 34, 36, 38, 41 & 43

BLDG E

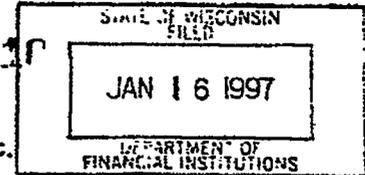
UNITS 1, 3, 17, 19, 22, 25, 27
29, 31, 33, 35, 37, 38, 40 & 42

BLDG E

Exhibit "C"

Percentage of Ownership in the Common Elements
Linden Park Condominium

Each of the Unit Owners in Linden Park Condominium shall own an undivided interest in the Common Elements equal to one-forty-third (2.3255%).



**NON-STOCK ARTICLES OF INCORPORATION
of
LINDEN PARK CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator hereby adopts the following Non-Stock Articles of Incorporation for the purpose of forming a Wisconsin Corporation under Chapter 181 of the Wisconsin Statutes, without stock and not for profit.

ARTICLE 1

The name of the Corporation is Linden Park Condominium Association, Inc.

ARTICLE 2

The period of existence shall be perpetual.

ARTICLE 3

The Corporation shall be organized and operated exclusively for exempt function purposes, including the acquisition, construction, management, maintenance, and care of association property.

ARTICLE 4

The principal office of the Corporation is located in La Crosse County, Wisconsin. The address of the principal office is: 3000 South 33rd Street, La Crosse, Wisconsin 54601.

ARTICLE 5

The name of the initial registered agent is Colin Ray.

ARTICLE 6

The address of the initial registered agent is: 901 Main Street, La Crosse, Wisconsin 54601.

ARTICLE 7

The number of Directors of the Corporation shall be fixed by by-law, but shall not be less than three (3).

ARTICLE 8

The names and complete addresses of all the Board of Directors are as follows:

Colin Ray
901 Main Street
La Crosse, WI 54601

Karen Ray
901 Main Street
La Crosse, WI. 54601

Kevin Ray
Route 2
Houston, MN. 55943

REQUIRED FOR RECORDING IN LA CROSSE COUNTY, WISCONSIN

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ARTICLE 9

Membership provisions will be set forth in the by-laws of the Corporation.

ARTICLE 10

The name and address of the Incorporator of the Corporation is as follows:

David F. Stickler
700 First Bank Place
201 Main Street
La Crosse, WI. 54602-0786

Executed in duplicate on the 13th day of January, 1997.

David F. Stickler
David F. Stickler, Incorporator

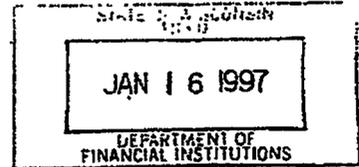
STATE OF WISCONSIN)
 : ss
LA CROSSE COUNTY)

Personally came before me this 13th day of January, 1997, the above named David F. Stickler, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Carolyn A. Manke
Carolyn A. Manke, Notary Public
La Crosse County, Wisconsin
My Commission Expires: 6/20/99



This Document was Drafted by:
Attorney David F. Stickler
MOEN SHEEHAN MEYER, LTD.
201 Main Street, Suite 700
La Crosse, WI. 54602-0786



Return to: Attorney David F. Stickler
MOEN SHEEHAN MEYER, LTD.
201 Main Street, Suite 700
La Crosse, WI. 54602-0786
Phone (608) 784-8310

LINDEN PARK CONDOMINIUM

By-Laws

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CODE OF BY-LAWS

LINDEN PARK CONDOMINIUM ASSOCIATION, INC.

These By-Laws incorporate by reference the Declaration of Condominium and Condominium Plat, the Articles of Incorporation of Linden Park Condominium 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 LINDEN PARK CONDOMINIUM 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 3000 South 33rd Street, La Crosse, Wisconsin 54601.

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 transferor 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 of all Unit Owners and upon conveyance or other transfer it shall be the responsibility of the transferee to notify the Association

B-1

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 15th day of March 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 of 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 the 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 the 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 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 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 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 (1) 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 Meetings: 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. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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 alternate 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 by a Manager. The Board of Directors may retain the 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 percent (1%) per month, on delinquent payments of regular or special assessments.

(3) Insurance. The hazard and liability 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) Improvements. The Board of Directors shall not authorize or undertake the construction or addition of any improvements to the property except as herein provided.

(a) Improvements costing less than \$5,000.00 require the affirmative vote of a majority of the owners.

(b) Improvements costing \$5,000.00 or more require the affirmative vote of three-fourths (3/4) of the owners.

(c) Any resolution providing for improvements to the property shall also provide for the manner in which such improvements are to

be paid, whether from the reserve fund, by special assessment or otherwise.

(d) This clause shall not apply to maintenance and repairs to any existing structure and common elements.

(5) 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 consistent with this section, for approval of leases.

(6) Borrowing. The Board of Directors shall not authorize or undertake to borrow any funds prior to receiving the affirmative vote of a majority of the Unit Owners authorizing any such borrowing.

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.

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. 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 may be established by Declarant. 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 thirty (30) days after the conveyance to Unit Owners of thirty-three (33) Units, but in no event more than three (3) years after the 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) years, 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.

3A.07. After Turnover: Following turnover date Declarant retains the right to name one voting member to the 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 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 and a Secretary-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 a term of one year 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 principal 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, and shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

4.08. Secretary-Treasurer: The Secretary-Treasurer supervises the taking, preparation and preservation of 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, supervises the keeping of the financial books and records of the Association, 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 Association.

ARTICLE V
ASSESSMENTS - MAINTENANCE FUND

5.01. Preparation of Regular Assessments: Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, payroll taxes, materials, insurance service, management fees, supplies, maintenance, repairs, landscaping, fuel, power and other common utilities and Common Expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The Board shall apportion the cost of insurance for fire and extended coverage for those buildings containing Units among the Unit Owners of Units not located on individual grounds. Said "estimated cash requirements" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be deposited in an interest bearing escrow account for the express purpose of any future maintenance expenses or contingencies or in the "reserve for contingencies and

replacements." Any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

5.02. Reserve for Contingencies and Replacements; Special Assessments: The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessments on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount. At the time each Unit is first occupied, the Unit Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent, or as otherwise directed by the Board, an amount equal to three (3) times the first full monthly assessment for such Unit Owner, which amount shall be used and applied as an operating reserve for Common Expenses in the manner herein provided, and this amount shall not be considered to be the regular monthly assessment for the succeeding three (3) months.

5.03. Failure to Prepare Annual Budget: The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5.04. Books and Records: The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of the Owner duly authorized in writing, at such reasonable time or times during normal business hours of week days as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee as fixed

by the Board not to exceed Fifteen Dollars (\$15.00), any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

The Association shall make available, upon request and during normal business hours, to lenders and holders and insurers of first mortgages on any Unit, current copies of the Declaration, By-Laws, other rules governing the Condominium and financial statements of the Association.

5.05. Status of Collected Funds: All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit B attached hereto.

5.06. Remedies for Failure to Pay Assessments:

(a) If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board as herein provided, the Board shall have the authority for and on behalf of itself and said Association and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, these By-Laws, this Declaration or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments. In addition, if an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with interest and reasonable attorneys' fees to be fixed by the Court. Unpaid assessments shall bear interest at such rate as the Board may determine from time to time. To the extent permitted by any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Owner involved. A suit for any deficiency following foreclosure may be maintained in the same proceeding. In any event, a suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. Said lien may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate, provided a statement of lien is filed within three (3) years after the date the assessment becomes due. Said lien shall be effective against a Unit Owner at the time the assessment became due regardless of when the lien is filed. Unless otherwise provided in this

Declaration, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee. Any encumbrancer, from time to time, may request in writing a written statement from the Board setting forth the unpaid Common Elements with respect to the Unit covered by his encumbrance, and unless the request shall be complied with within ten (10) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit, and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

(b) No Unit Owner shall be permitted to vote at a meeting of the Association if the Association has recorded a statement of condominium lien on the Unit Ownership of the Owner and the amount necessary to release the lien has not been paid prior to the time of the meeting.

5.07. Rental During Foreclosure: In the event of the foreclosure of a lien for unpaid Common Expenses, the Unit Owner who is the defendant in such a proceeding shall be required to pay a reasonable rental for such Unit.

5.08. Amendments: Except for such amendments as may be required to conform any provision of the Declaration to the requirements of law, all amendments to this Article VII shall only be effective upon unanimous written consent of the Owners, and their mortgagees. No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use of enjoyment of any of the Common Areas and Facilities or by abandonment of his Unit.

5.09. Developer's Liability for Assessments: The Developer shall be assessed only for amounts assessed against unsold Units. However, the Developer is hereby excused from payment of any Common Expenses and assessments as to any unsold Units for a period of time that shall terminate no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Condominium Unit occurs.

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 accurately to reflect the condition and actions 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 or negligence. 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) actually 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 reasons 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 or negligence 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 sixty-seven percent (67%) or more 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.

Exhibit "E"

LINDEN PARK CONDOMINIUM ASSOCIATION, INC.
First Estimated Annual BudgetESTIMATED ASSOCIATION BUDGET FOR
LINDEN PARK CONDOMINIUMS
FIRST YEAR ONLY

MANAGEMENT FEE	\$1,000.00	\$1,000.00
OPERATING EXPENSES		
Lights and power	\$500.00	
Water	\$500.00	
Miscellaneous	\$500.00	
		\$1,500.00
MAINTENANCE		
Yard Maintenance	\$600.00	
Snow Removal	\$500.00	
		\$1,100.00
FIXED EXPENSES		
Insurance Premiums	\$1,600.00	
Replacement Escrow	\$1,800.00	
		\$3,400.00
TOTAL ANNUAL BUDGET		\$7,000.00

(1) RULES AND REGULATIONS
FOR
LINDEN PARK CONDOMINIUM ASSOCIATION, INC.

1. Any common sidewalks and driveways shall not be obstructed or used by any Owner 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 of the Unit Owners.

3. No vehicle belonging to or under the control of any Owner or a member of the Owner's family or a guest, tenant, lessee or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exits from the project. Vehicles shall be parked within designated parking areas. No other individual or Unit Owner shall park in said designated parking area so assigned. Cars parked in stalls owned by another, or 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 (3/4) ton and motorcycles, but shall not include any other motorized or 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. Each Unit Owner shall park their automobile only in the garage which is designated to them. There shall be designated parking areas for the general public and visitors and no Unit Owner shall park in any area so designated. Larger vehicles, recreational vehicles, boats, trailers, etc., may be kept on the Condominium grounds only upon receiving written approval of the Board. When entering or leaving the premises, vehicles will be operated at a speed not to exceed ten (10) miles per hour unless otherwise posted.

4. 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.

5. No Owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna, 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

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visible from the ground, except as may be expressly authorized by the Association in writing.

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

7. 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 tend to disturb Owners or occupants of other Units.

8. Disposition of garbage and trash shall be only by the use of approved garbage disposal units.

9. Each Unit Owner shall be entitled to keep a dog that is under thirty (30) pounds in weight at all times, or a cat, within their Unit. Provided, however, that in no event shall any Unit Owner be permitted to keep any more than two (2) of such animals in their Unit. No dogs over thirty (30) pounds or other domesticated pets or animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements except upon receiving written permission from the Board.

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

11. The managing agent, or if there is no 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 to 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 reasonable forced entry into the same by the Association to cope with such emergencies.

12. All drapes or drape linings visible from the exterior of any Unit shall be of a neutral, white or off-white color.

13. It is prohibited to hang garments, rugs or any other items from the window, roof or any of the facades of the building.

14. Owners shall abide by rules and regulations governing the use of Common Facilities.

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

(2) RULES GOVERNING OCCUPANCY

1. Consideration should be given to neighbors with regard to loud televisions, radios and stereos.

2. Children should be supervised when playing. Shouting and loud playing so as to disturb other residents is not allowed. School age children should play in the area around their own Units. Breach of this rule will result in disciplinary action as outlined in the By-Laws of the Association.

3. Trash, such as bottles, paper or containers must not be thrown on these or adjoining premises. This applies to children as well as adults.

4. Garbage, such as bones, which is not accepted by the garbage disposal in the Unit should be wrapped. This will assist in eliminating flies, etc.

5. The standard location provided for the connection of your telephone must be used.

6. There will be Five Dollar (\$5.00) charge for replacement of door or mailbox keys.

7. Each Unit Owner shall observe and perform these rules and insure that his family members and invitees 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.