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DECLARATION OF
NORTHLIGHT CONDOMINIUM

THIS DECLARATION is made this 20 day of November, 2000, by NORTHLIGHT DEVELOPMENT, LLC, A WISCONSIN LIMITED LIABILITY CORPORATION (hereinafter referred to as "Declarant").

R E C I T A L S :

Declarant owns certain real property located in the County of Juneau, State of Wisconsin and more particularly described as Lot 75 of Juneau County Certified Survey Map No. 2644, as recorded in Volume 10 of Juneau County Certified Survey Maps page 162, as Document #366320, with addresses as set forth on page 1A, (hereinafter referred to as the "Submitted Property") and Declarant does hereby declare that the submitted property is hereby made subject to the Wisconsin Condominium Ownership Act (hereinafter referred to as the "Act"). The Property and any and all improvements now or subsequently placed thereon and any and all easement rights and appurtenant rights belonging thereto shall be known and described as Northlight Condominium (hereinafter referred to as the "Condominium").

ARTICLE I

DEFINITIONS

Section 1.1. Undefined Capitalized Terms. Capitalized terms not otherwise defined herein or in the Plat Maps (as hereinafter defined) shall have the meanings specified or used in the Act.

Section 1.2. Defined Terms. The following terms shall have the following specific meaning when used herein.

(a) "Act" means Chapter 703: Wisconsin Condominiums Ownership Act of the Wisconsin Statutes, as amended from time to time.

(b) "Association" means Northlight Condominium Owners Association, Inc., the association of the Unit Owners in the Condominium, which shall at all times be the "Association" for both buildings.

(c) "Board of Directors" means the governing body of the Association.

(d) "Building(s)" means any detached structure containing one or more Units which structure is situated on the Property.

(e) "Building Common Elements" means all parts of a Building other than the Units and Limited Common Elements.

Building A

Unit 1 - 461 Eberlein Court, Mauston, WI 53948
Unit 2 - 449 Eberlein Court, Mauston, WI 53948
Unit 3 - 445 Eberlein Court, Mauston, WI 53948
Unit 4 - 433 Eberlein Court, Mauston, WI 53948
Unit 5 - 457 Eberlein Court, Mauston, WI 53948
Unit 6 - 453 Eberlein Court, Mauston, WI 53948
Unit 7 - 441 Eberlein Court, Mauston, WI 53948
Unit 8 - 437 Eberlein Court, Mauston, WI 53948

Building B

Unit 1 - 429 Eberlein Court, Mauston, WI 53948
Unit 2 - 417 Eberlein Court, Mauston, WI 53948
Unit 3 - 413 Eberlein Court, Mauston, WI 53948
Unit 4 - 401 Eberlein Court, Mauston, WI 53948
Unit 5 - 425 Eberlein Court, Mauston, WI 53948
Unit 6 - 421 Eberlein Court, Mauston, WI 53948
Unit 7 - 409 Eberlein Court, Mauston, WI 53948
Unit 8 - 405 Eberlein Court, Mauston, WI 53948

(f) "Building Plans" consist of the plans attached hereto and made a part hereof as Exhibit B and any supplemental plans thereto, showing graphic particulars of the Buildings and the Units.

(g) "Common Elements" both "General" and "Limited", mean all parts of the Condominium other than the Units, as more fully set forth in Article II, Sections 2.3, 2.4 and 2.5 of this Declaration.

(h) "Common Expenses" means and includes all sums lawfully assessed against the Unit Owners by the Association, including without limitation (i) expenses of administration, maintenance, repair or replacement of the Common Elements, including insurance premiums and contributions to such reserves as may be established, and (ii) expenses declared Common Expenses pursuant to the provisions of the Act or this Declaration or the ByLaws.

(i) "Condominium" means Northlight Condominium, consisting of two buildings.

(j) "Condominium Documents" consist of this Declaration, the Articles, the Bylaws and the Rules and Regulations.

(k) "Declarant" means Northlight Development, LLC, its successors and assigns.

(l) "Declaration" means this Declaration of Northlight Development, LLC.

(m) "Design Review Committee" means the Design Review Committee which the Board of Directors may establish for the purpose of reviewing and approving any and all alterations, improvements or modifications to the Condominium in accordance with the terms and conditions of the ByLaws.

(n) "Eligible Mortgagee" means any person or entity who is the holder or governmental insurer or guarantor of an Eligible Mortgage and who has requested the Association to notify it of any proposed action pursuant to Section 9.3 hereof requiring the prior written consent of a specified percentage of Eligible Mortgagees.

(o) "Eligible Mortgage" means any of the following (i) a recorded first deed of trust or mortgage encumbering a Unit or (ii) any junior mortgage which is to the Declarant of a seller of a Unit.

(p) "Limited Common Elements" means those portions of the Common Elements designated in this Declaration or on the Plats or Building Plans as being Limited Common Elements.

(q) "Percentage Interest" means the undivided percentage interest of each Unit in the Common Elements as set forth in Article III,

Section 3.1 of this Declaration, as amended from time to time in accordance with the provisions of the Act and this Declaration.

(r) "Plats" means the Condominium Plat being recorded pursuant to the Act simultaneously with this document and constituting a part of this Declaration, as the same may be amended from time to time.

(s) "Property" means the Submitted Property.

(t) "Reserved General Common Elements" means those portions of the Common Elements designated in this Declaration or on the Plats and Building Plans as being Reserved General Common Elements.

(u) "Rules and Regulations" means the rules and regulations adopted from time to time by the Board of Directors pursuant to the Bylaws.

(v) "Submitted Property" means the real property as described in the metes and bounds description known as Lot 75 of Juneau County Certified Survey Map No. 2644, as recorded in Volume 10 of Juneau County Certified Survey Maps page 162, as Document #366320, and further described on the Condominium Plat attached hereto and made a part hereof as Exhibit A and any amendment thereto.

(w) "Unit" means a unit as defined in the Act, as separately described as a Unit on the Plat, on the Building Plans, and in the Section of this Declaration entitled "Description of Units" and any amendment to any of the foregoing.

(x) "Unit Owner" means any natural person, corporation, partnership, association, trust or any other entity capable of holding title to real property, or any combination thereof which owns fee simple title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any mortgagee, as such, unless and until such mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

ARTICLE II

DESCRIPTION

Section 2.1. Description of Buildings. There will be two buildings on the Property and said buildings will contain a total of Sixteen (16) Units and appurtenant facilities, which shall be governed and maintained under a single condominium association. The locations, dimensions and area of the Buildings and facilities are shown on the Plat and the Building Plans. The Buildings are designated numerically as shown on the Plat.

Section 2.2. Description of Units.

(a) Units are identified by Building and unit number as indicated on the Plat. Each Unit and the approximate area, location, number of rooms, appurtenant Limited Common Elements, Reserved General Common Elements and immediate Common Elements to which said Unit has access are shown on the Plat or Building Plans.

(b) The boundaries of each Unit shall consist of that part of each building as follows:

(i) Horizontal Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(A) Upper Boundary: The upper boundary of a Unit is the horizontal plane of the bottom surface of the floor joist above the uppermost floor of each such Unit; provided, however, that the upper boundary of each of the Uppermost Units in a Building is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if no such attic floor joists, then the bottom surface of the rafters supporting the roof of the Building.

(B) Lower Boundary: The lower boundary of a Unit is the horizontal plane of the top surface of the floor joists below the lower most floor of each such Unit.

(ii) Vertical Boundaries: The vertical boundaries of a Unit are the Vertical planes, extended to intersections with each other and with said Unit's upper and lower boundaries, of the inner surface of any stone, brick, block or other masonry walls bounding such Unit and, with respect to those walls bounding such Unit which are not of stone, brick, block or other masonry, such vertical boundaries are the building interior surface of the studs which support the dry wall, wood, or plaster perimeter walls bounding such Unit.

(iii) Included Items: Expressly included as part of each Unit are:

(A) the door to any patio or deck serving the Unit;

(B) the front entrance door and any other entrance door to the Unit and any and all hardware associated therewith;

(C) all windows, screens or sky lights for the Unit, including porch screens;

(D) interior ceilings, floors, walls, and floor and wall coverings, including those within any screened or enclosed porch;

(E) the air conditioning, heating, gas lines, including, without limitation, any gas line servicing any gas grill exclusively serving a unit, and hot water components exclusively serving such Unit whether or not located within the designated boundary lines of the Unit;

(F) the interior of any garage or garages exclusively serving any Unit, including, without limitation, the interior ceilings, floors, walls and floor and wall coverings, if any;

(G) subject to subparagraph (H) below and expressly excluding any CPU master temperature alarm control, all space, (including, without limitation, sinks, bathtubs, other plumbing communication lines and systems, the individual Unit temperature alarm and other appliances systems) within the designated boundaries of a Unit; and

(H) if any chutes, flues, ducts, conduits, wires, pipes, bearing walls, bearing columns or any other apparatus (including, without imitation, wall safes, medicine cabinets, built-in shelving and other similar items) lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof, exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof, serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(iv) If any portion of the General, Reserved General or Limited Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the General, Reserved General or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands. The existing physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Plat and the existing physical boundaries of any such unit or Common Element.

Section 2.3. Description of Limited Common Elements.

The Limited Common Elements consist of those Common Elements which are described as such on the Plats and Building Plans, and which are reserved for the use of specific Units to the exclusion of all other Units. The Limited Common Elements include without limitation:

(i) the patios or decks adjacent to Units (which are reserved for the exclusive use of the Units to which each is adjacent);

(ii) functional balconies (being those balconies designed for use as same); (non-functional balconies, being those designed for decorative or ornamental purposes only, are General Common Elements);

(iii) the frames and sills of all entrance doors, porch, deck or balcony doors and frames and sills of all windows which are not part of the Unit but which are adjacent to and serve only such Unit;

(iv) the driveway exclusively serving a Unit or Units (extending from the Unit garage door to the street) as shown on the Plat;

(v) the exterior patio and deck lights, rear balcony lights and/or front coach light, if any, mounted on the exterior of a Unit;

(vi) any chimney, dormer or vent or similar appurtenance exclusively serving a Unit whether or not located within the designated boundary lines of a Unit;

(vii) any CPU master temperature alarm control located within the Unit; and

(viii) Subject to the provisions of Section 2.2 (iii) (A) through (H), any shutters, awnings, window boxes, doorsteps, stoops, porches, decks and other fixtures, (including, without limitation, mailboxes, house numbers and landscaping) designed to service a single Unit but located outside a Unit.

Section 2.4. Description of Reserved General Common Elements.

(a) Reserved General Common Elements. The Reserved General Common Elements are those parts of the General Common Elements not reasonably intended or designed to serve all of the Units Owners which the Board of Directors or, as more particularly set forth below, the Declarant may designate from time to time for the use and benefit of the Association and/or any Unit Owner(s) to the exclusion of other Unit Owner(s) and may impose reasonable charges for and in consideration of such use. Any such designation by the Board of Directors or the Declarant shall not be construed as a sale or disposition or such portions of the General Common Elements.

(b) Garages. In particular, the Declarant may construct additional garages on the Land. It being understood that said garages may not be shown on the original Plat. The Declarant may then designate said garages as Reserved General Common Elements for the use and benefit of specific Units and the Common Elements for the use and benefit of specific Units and the Unit Owners of said Units. The Declarant shall file an amendment to the Plat within a reasonable time after the

completion of any such garage. Said Amendment shall indicate both the location and configuration of any such garage and also the Unit to which said garage is assigned. Said amendment to the Plat shall be effective upon recording by the Declarant and shall not require the consent of the Association, any Unit Owner, or any holder of a lien on any part of the Condominium. Notwithstanding anything to the contrary contained herein, the Unit Owner of a Unit to which any such garage has been assigned as a Reserved General Common Element shall be responsible for all maintenance and repair, structural and otherwise, to the interior of said garage, including, without limitation, the interior ceilings, floors, walls, floor and wall coverings, if any.

Section 2.5. Description of General Common Elements. The General Common Elements shown on the Plat and the Building Plans consist of the entire Condominium other than the Units and the Limited Common Elements, and include without limitation the following:

- (a) The Property;
- (b) All foundation, columns, girders, beams and supports of Buildings not included as parts of Units;
- (c) All exterior walls and facings and roofs of Buildings and all partitions separating Units not included as parts of Units;
- (d) All recreational facilities and appurtenant equipment, if any, located on the Property;
- (e) All surface parking and driveway areas, sidewalks, common walkways, pathways, not included as parts of the Limited Common Elements;
- (f) All pumps, wells, meters, pipes, wires, cables, conduits and other apparatus relating to the water distribution, drainage, power, light, telephone, sewer, heating and plumbing systems not included as parts of Units;
- (g) All apparatus and installations existing or hereinafter constructed in the Buildings or on the Property for common use, or necessary or convenient to the existence, the common maintenance or safety of the Condominium; and
- (h) All access steps and landings, if any, serving Units, not including as parts of the Limited Common Elements.

Section 2.6. Declarant's Right to Modify Units. Declarant hereby reserves the right to increase and/or modify or alter the size, location and floor plans of a Unit during the construction of such Unit, always

in exact compliance with the Conditional Use Resolution referred to in Article XV, Section 15.8 hereof. In the event Declarant exercises its rights with respect to any Unit, Declarant shall file an amendment to the Condominium Plat with the Register of Deeds of Juneau County showing the exact location, size and floor plans of any materially modified Unit.

Section 2.7. Declarant's Right to Alter Common Elements. The Declarant and its duly authorized agents, representataives and employees shall have the right exercisable in the sole discretion of the Declarant, to modify, alter, remove or improve any defective or nonfunctional Common Element (including without limitation any item of equipment or any fixture). Such right shall expire with respect to each Common Element as of the date two (2) years after Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association.

ARTICLE III

PERCENTAGE INTEREST AND VOTING

Section 3.1. Percentage Interests. The undivided percentage interest in Common Elements (including Limited Common Elements) of the Condominium shall at any and all times be equally apportioned and appurtenant to each and every Unit then included in the Condominium. Each Unit's percentage interest in Common Elements shall accordingly be determinable at any time by dividing the number One Hundred (100) by the number of Units then included in the Condominium.

Section 3.2. Votes. There shall be one vote appertaining to each Unit.

ARTICLE IV

EASEMENTS

Section 4. Additional Easements. In addition to and in supplementation of the easements provided for by Section 703.32 of the Wisconsin Statutes and other provisions of the Act, and any and all licenses, easements, rights-of-way, covenants, limitations and restrictions of record, the Condominium shall be subject to the following easements and restrictions:

(a) Easement to Faciltiate Sales.

(i) The Declarant and its duly authorized agents, representatives and employees shall have the right, exercisable in Declarant's sole

discretion, to use as model, sales, and/or for any other lawful purpose or purposes any unsold Unit or Units and any Unit or Units leased by the Declarant from Unit Owners who may agree to lease their Units to the Declarant for such use(s). Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and shall not comprise a part of the Common Elements. The Declarant shall have the absolute right for itself, its successors and its invitees and prospective purchasers, to use and enter, without being subject to any charge or fee therefor, any and all such Units and the Common Elements, including parking areas, for model, sales and/or rental purposes and/or for any other lawful purpose or purposes including placing thereon "for sale" or "for rent" signs and other promotional materials.

(ii) Declarant shall have an easement to maintain sales offices, including without limitation, a sales center, and management offices throughout the Property and to maintain one or more advertising signs on the Common Elements. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Property. Upon the relocation of a model, management office or sales office, Declarant may remove all personal property and fixtures therefrom.

(iii) So long as Declarant shall be engaged in selling property, Declarant shall have the right to restrict the use of the Common Element parking spaces for sales purposes. Such use shall include reserving such spaces for use by prospective purchasers, Declarant's employees, and others engaged in sales, maintenance, construction or management activities.

Notwithstanding anything to the contrary contained in this Declaration, the Bylaws, or the Rules and Regulations, no provision in said Condominium Documents or any amendment thereto shall limit or restrict the Declarant's rights pursuant to this Section 4(a).

(b) Utility and Other Easements. The Units and Common Elements and the Property, shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 4(b) shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes, and conduits, water mains and pipes, sewer and drain lines,

telephone wires and equipment, television equipment and facilities (cable or otherwise,), security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the unit by the Declarant to a grantee other than Declarant, or so as not to materially interfere with the use or occupancy of the unit by its occupants.

(c) Declarant's Easements.

(i) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under a Condominium Document and all commitments in favor of any Unit Owner and the Association) to use portions of the Common Elements and any Units owned by Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property.

(ii) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) on, over and under those portions of the Common Elements not located within the Buildings for the purposes of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 4(c) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

(iii) Until the Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association and for a period of two (2) years thereafter, the Declarant shall have an easement through the Units and the Common Elements for any access necessary to complete any renovations or modifications to be performed by Declarant.

Notwithstanding anything to the contrary contained in this Declaration, the Bylaws or the Rules and Regulations, no provision in said Condominium Documents or any amendment thereto shall limit or restrict the Declarant's rights pursuant to this Section 4(c).

(d) Easement for Ingress and Egress Through Common Elements, Access to Units and Support.

(i) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all General Common

Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all General Common Elements by persons lawfully using or entitled to the same.

(ii) to the extent necessary, each Unit shall have an easement for structural support over every other unit in the Building and the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building and the Common Elements.

(e) Common Elements Easement in Favor of Unit Owners.

The Common Elements (including without limitation the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefitted:

(i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, wires, ducts, cables, conduits, heating and air conditioning systems, electrical, telephone and other communication wiring and all other utility lines and distribution systems, whether or not such Common Elements are located in any of the other Units or in any other part of the Condominium, to the extent such pipe, wire, and air conditioning system, electrical, telephone and other communication wiring and all other utility lines and distribution systems serves any Unit or is necessary for service to any Unit; provided that any such installation, repair, maintenance, use, removal and/or replacement of any such item does not interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner.

(ii) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such items does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner.

(iii) For driving and removing nails, screws, bolts and other attachments bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not

unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner.

(iv) For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common elements (including without the Limited Common Elements) on the date this Declaration is recorded or was thereafter installed by Declarant.

(f) Units and Common Elements Easements in Favor of Association. The Units and the Common Elements, including, without limitation, the Limited Common Elements, are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

(i) for inspection of the units, Reserved General Common Elements and limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

(ii) for inspection, maintenance, repair and replacement of the General Common Elements, Reserved General Common Elements or the Limited Common Elements situated in or accessible from such Units or Common Elements, or both; and

(iii) for correction of emergency conditions in one or more Units or Common Elements, or both, or casualties to the Common Elements and/or the Units.

ARTICLE V

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 5.1. Monthly Payments. The Board of Directors shall levy and enforce the collection of the general and special assessments for Common Expense in accordance with the terms and conditions contained in the Bylaws, including, without limitation, the creation and enforcement of liens on the Units. Assessments shall commence as to any Unit upon the first conveyance of such Unit to a person or entity other than the Declarant; provided, however, that Declarant shall commence paying assessments on all Units owned by Declarant within one year after the first conveyance of a Unit by Declarant to a person or entity other than Declarant. All Common Expense annual assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month unless different payment periods and due dates are selected by the Board of Directors. Special Assessments shall be due and payable

in the manner established by the Board of Directors. Assessments, other than special assessments, shall be deemed to have been adopted and assessed on a monthly basis (or such other basis as may be elected by the Board of Directors from time to time) and not on an annual basis payable in monthly installments.

Section 5.2. Surplus Funds. Surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves may in the discretion of the Board of Directors either (i) be returned to the Unit Owners pro rata based on the number of Units owned, or (ii) be so credited on a pro rata basis to the Unit Owners to reduce each Unit Owner's future Common Expense assessments, or (iii) added to reserves until exhausted.

ARTICLE VI

USE RESTRICTIONS

Section 6.1. Restrictions. The occupancy and use of the Units and Common Elements shall be subject to the restrictions set forth in the Bylaws, as amended from time to time, and the restrictions set forth in the Bylaws as amended from time to time, and the restrictions set forth in the Conditional Use Resolution referred to in Article XV, Section 15.8, and the following restrictions:

(a) The Units in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model or sales or management office) are restricted to single family residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner.

(b) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to his Unit or Units which will impair the structural integrity of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or lessen the support of any portion of the Building; or violate any applicable law, ordinance or governmental rule, regulation or order.

(c) A Unit Owner is prohibited from making any alteration, installation, removal, addition, reconstruction or repair to the exterior of his or her Unit without the prior written approval of the Design Review Committee (as hereinafter defined) in accordance with Article XI hereof.

Section 6.2. Rules and Regulations. Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Board of Directors, in their reasonable discretion, subject to the

right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board of Directors promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VII

LEASING

Section 7.1. Declarant's Rights to Lease or Sell Units. The Declarants shall retain title to each Unit not conveyed to any purchaser. The Declarant retains the right to enter into leases with any third parties for occupancy of any of the Units so retained by Declarant and not so conveyed to any purchaser, the terms and conditions of which leases shall be determined by the Declarant in its sole discretion, or to lease back and sublease any Unit so conveyed. However, under no circumstances should the Units be used as time-share Units.

Section 7.2 Unit Owner's Right to Lease. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time from time to time provided that:

(a) No Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than three (3) months, nor may any unit be used at any time for a "time-share" unit.

(b) No Unit may be leased or subleased without a written lease or sublease;

(c) A copy of such lease or sublease shall be furnished to the Board of Directors or the Secretary of the Association within seven (7) days after execution thereof; and

(d) The right of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions, and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments or special assessments on behalf of the owner of that Unit.

ARTICLE VIII

AMENDMENT TO DECLARATION

Section 8.1. Amendment. Except as otherwise set forth in this Declaration, this Declaration may be amended by the agreement of Unit

Owners or of Units to which at least sixty-six and two-thirds percent (66 2/3%) of the votes in the Association appertain and in the manner provided by Section 703.09(2) of the Act. No such amendment shall be effective until recorded in the Office of the Register of Deeds of Juneau County, Wisconsin. Anything herein to the contrary notwithstanding, and subject to any limitations imposed by the Act, and except as required to comply with the requirement of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit.

(i) so long as the Declarant is the only Unit Owner, the Declarant may amend this Declaration without the consent or approval of any party;

(ii) so long as the Declarant owns one or more Units, no amendment to this Declaration shall be adopted that could unreasonably interfere with the sale, lease or other disposition of such Unit(s) or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to the Declarant hereunder or which would impose any discriminatory charge or fee against the Declarant; and

(iii) no amendment to this Declaration shall be adopted that would abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved by the provisions of this Declaration to Eligible Mortgagees.

Section 8.2. Amendments to the Condominium Documents. The Condominium Documents may be amended only in accordance with the Act and the Condominium Documents and a Conditional Use Resolution referred to in Article XV, Section 15.8. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary mortgage market lenders, guarantors, or insurers with respect to condominium projects, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Unit Owners or the holder of any liens on all or any part of the Property, upon receipt by the Board of Directors of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 8.2. Each amendment of the type described in this Section 8.2 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Board of Directors.

ARTICLE IX

MORTGAGES

Section 9.1. Requirements.

(a) Any Eligible Mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the Eligible Mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Eligible Mortgagee or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 703.18 of the Act or a distribution of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the unit encumbered by such Eligible Mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

(b) Nothing contained in Section 9.1(a) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Eligible Mortgagee or other lien holder of a Unit pursuant to its Eligible Mortgage or other lien holder instrument in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(c) No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Board of Directors of the name and address of the proposed Eligible Mortgagee or lien holder, the amount of the debt proposed to be so secured, and has submitted to the Board of Directors a copy of the form of the proposed Eligible Mortgage and note or other instrument of obligation.

Section 9.2. Eligible Mortgagees.

(a) When an Eligible Mortgage is delivered to the Eligible Mortgagee or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Board of Directors. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Board

of Directors shall instruct the insurer of the property to add the name of the Eligible Mortgagee or other lien holder to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee or other lien holder with a Certificate of Insurance showing that the Eligible Mortgagee's or other lien holder's name has been so added.

(b) The Secretary shall maintain a register of Eligible Mortgagees, showing the names and addresses of the Eligible Mortgagees or other lien holders, the amount secured by each Eligible Mortgage, and whether it is a first mortgage or deed of trust.

Section 9.3. Rights of Eligible Mortgagees.

(a) Upon the specific written request (in the form set forth in Section 9.3(b) hereof) of a holder of an Eligible Mortgage on a Unit or its servicer or any insurer or guarantor thereof to the Board of Directors, such person or entity shall be entitled to receive some or all of the following as designated in the request and by virtue of such request shall be deemed to be an "Eligible Mortgagee" entitled to the rights of an Eligible Mortgagee pursuant to the Condominium Documents:

(i) Copies of budgets, notice of assessment, or any other notices or statement provided under this Declaration by the Board of Directors to the Unit Owner of the Unit covered by the Eligible Mortgage;

(ii) Any audited or unaudited financial statements of the Board of Directors which are prepared for the Board of Directors and distributed to the Unit Owners. The holder of any Eligible Mortgage on a Unit shall be entitled to have an audited statement prepared at its own expense if one is not otherwise available.

(iii) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(iv) Notice of substantial damage to or destruction of any Unit subject to the Eligible Mortgage (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);

(v) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(vi) Notice of any default of the owner of the Unit which is subject to the Eligible Mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the Existence of default;

(vii) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(viii) Notice of any decision by the Board of Directors to terminate any professional management of the Property and assume self-management of the Property;

(ix) Notice of any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Eligible Mortgagee's mortgage;

(x) Notice of any sixty (60) day delinquency in the payment of assessments or charges owed by a Unit Owner or a Unit which is subject to the Eligible Mortgage; and

(xi) Notice of any proposed action which would require the consent of a specified percentage of certain mortgagees as set forth in Section 9.4 below.

(b) The request of an Eligible Mortgagee or its servicer shall specify which of the above items it desires to receive, shall request all rights under the Condominium Documents, shall indicate the address to which any notices or documents shall be sent by the Board of Directors and shall set forth the unit number or address of the unit on which it has or insures or guarantees an Eligible Mortgage. The Board of Directors need not inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Board of Directors may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 9.3(b).

Section 9.4. Approval of Mortgagees.

(a) Approval of Mortgagees. Subject to the provisions of paragraphs (b) and (c) of this Section, except as provided by law in the case of dissolution, condemnation or substantial loss to Units and/or the Common Elements, unless at least sixty-seven percent (67%) of Unit Owners other than the Declarant have given their prior written consent, the Association and Board of Directors shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium regime;

(ii) Change the pro rata interest or obligations of any Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) Partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or other public purposes or the dedication of private streets consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this cause); or

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property.

Notwithstanding anything to the contrary contained in the foregoing, in accordance with Section 703.28 of the Act, no portion of the Property may be removed from the provisions of the Act, unless said removal is consented to by one hundred percent (100%) of the unit Owners and one hundred percent (100%) of the holders of liens affecting any of the Units.

(b) Federal National Mortgage Association Compliance. Subject to the provisions of paragraphs (a) and (c) of this Section, unless at least fifty one percent (51%) of Eligible Mortgagees have given their prior written consent, no amendment to this Declaration, the Bylaws or the Rules and Regulations shall be adopted that would affect any provision thereof relating to any of the following matters.:

(i) Voting rights;

(ii) Assessments, liens for assessments or subordination of assessment liens;

(iii) Reserves for maintenance, repair and replacement of Common Elements;

(iv) Responsibility for maintenance and repair of the Units and the Common Elements;

(v) The reallocation of Percentage Interests or Limited Common Elements, or rights related to the use of the Common Elements;

(vi) The boundaries or any Unit;

(vii) The convertibility of any Unit into Common Elements or of any Common Elements into a Unit;

(viii) Any expansion or contraction of the Condominium, or any addition, annexation or withdrawal of any property to or from the Condominium;

(ix) Insurance or fidelity bonds;

- (x) Leasing of Units;
- (xi) The imposition of any restrictions on the right of any Unit Owner to sell or transfer his or her Unit;
- (xii) A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee;
- (xiii) The restoration or repair of all or any part of the Condominium (after a hazard damage or partial condemnation) in a manner other than the manner set forth in the Condominium Documents;
- (xiv) Any action to terminate the Condominium regime after an occurrence of substantial destruction or condemnation of the Condominium; or
- (xv) Any provision of this Declaration, the Bylaws or Rules and Regulations which expressly benefit Eligible Mortgagees.

In addition to and not in limitation of the foregoing, the Condominium regime shall not be terminated for any reason other than an occurrence of substantial destruction or condemnation of the Condominium, and no action in furtherance of such termination shall be taken or considered by Unit Owners, unless at least one hundred percent (100%) of Eligible Mortgagees have given their prior written consent.

(c) Implied Approval. The approval of an Eligible Mortgagee to any of the foregoing amendments, modifications, or revisions may be assumed when any Eligible Mortgagee fails to submit a response to any written proposal for any such amendment, modification or revision within thirty (30) days after proper notice has been delivered to the Eligible Mortgagee, by certified or registered mail, return receipt requested.

(d) Application and Effect. The provisions of this Article IX shall supercede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand the following:

- (i) The amendment provisions of Article VIII of this Declaration;
- (ii) The right granted to the Declarant in this Declaration to subdivide or relocate the boundaried of Units;
- (iii) The rights of any Unit Owner and his or her mortgagee with respect to matters particularly affecting such Unit Owner's Unit and/or Eligible Mortgagee.

ARTICLE X

BOUNDARY RELOCATION; PARTITION

Section 10.1. Relocation of Unit Boundaries and Subdivision of Units. Subject to the provisions of the Section 9.4 of this Declaration, any Unit may be subdivided or the boundaries thereof relocated if such action shall have been approved in writing by all affected Unit Owners, all Eligible Mortgagees of the units involved and the Board of Directors and in conformity with a Conditional Use Resolution referred to in Article XV, Section 15.8. The foregoing consents shall not be required with respect to Unit subdivisions or boundary relocations made by the Declarant. An amendment to this Declaration to effect any Unit subdivision or boundary relocation shall be recorded by the Secretary of the Unit Owners' Association. The provisions of this Section 10.1 do not apply to alterations allowed by Section 703.13(6) and (7) of the Condominium Act or by the provisions of the Bylaws.

Section 10.2. No Revocation or Partition. Except as otherwise set forth herein, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the Condominium regime is waived and terminated by agreement of Unit Owners owning Units to which appertain at least one hundred percent (100%) of all the votes in the Condominium, except as provided herein in the event of casualty or condemnation.

ARTICLE XI

DESIGN REVIEW COMMITTEE

Section 11.1. Design Review Committee. The Design Review Committee shall be composed of three (3) Unit Owners or representatives of Declarant appointed by the Board, one of whom shall be a member of the Board or in the event the Board elects not to appoint a separate Design Review Committee, the terms "Design Review Committee" shall refer to the Board.

Section 11.2. Construction/Modification of Units, Common Elements and Improvements on the Property. No Unit Owner shall make any addition, alteration, or improvement including, without limitation, repainting or revarnishing or changing the appearance of the Common Elements or the exterior appearance of any Unit (including, without limitation, doors, windows, mailboxes, and/or landscaping) until a written request setting forth the details of the addition, alteration, improvement or change shall have been submitted to and approved in writing as to harmony of external design, soundness and visual aesthetics by the Design Review Committee, which approval may be

Design Review Committee may not approve any additions, alteration, improvement or change unless such addition, alteration, improvement or change complies with the Act, the Declaration, these Bylaws, and the then current Rules and Regulations.

Section 11.3. Guidelines. The Design Review Committee may, subject to the approval of the Board, develop and promulgate policy guidelines for the application of the design review provisions set forth herein. The policy guidelines may include review procedures, aspects and objectives of review, and principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property. The policy guidelines are intended to assist the Design Review Committee and the Unit Owners. They may be modified and supplemented from time to time, on due notice to the unit Owners and subject to the approval of the Board.

Section 11.4. Submittal Requirements. Unit Owners requesting approval pursuant to this Section may be required to submit such supplemental information, including plans and specifications containing such additional detail as the Design Review Committee may reasonably request.

Section 11.5. Procedure. Within thirty (30) days after the receipt by the Design Review Committee of all of the information requested from a Unit Owner in connection with any proposed addition, alteration or improvement, the Design Review Committee shall, in writing to such Unit Owner, approve, with specified condition, or refuse the Unit Owner's request with respect to any such addition, alteration or improvement.

Section 11.6. Appeal. Any action, ruling or decision of the Design Review Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

Section 11.7. Violations. The Board shall have the power to impose reasonable fines and to issue a cease and desist request to any Unit Owner, his/her guests, invitees, or lessees whose actions are inconsistent with the provisions of this Section.

Section 11.8. Failure to Act. In the event the Design Review Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after said plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved by the Design Review Committee. In the event that plans and specifications are not submitted to or approved by the Design Review Committee, or the actual design, construction or location of any

improvement shall be materially at variance with approved plans and specification, the Association may, until one year (but not thereafter) after the completion of construction, commence a suit to require the removal or alteration of such improvement.

Section 11.9. Authority to Act. The Design Review Committee may appoint in writing a member of such committee who shall have authority to approve the construction or improvement as set forth in this Article XI.

Section 11.10. City Approval. All additions, alterations or improvements must comply with the terms and conditions of the "Conditional Use Resolution" referred to in Article XV, Section 15.8.

ARTICLE XII

CONDOMINIUM DOCUMENTS: SCOPE

Section 12. Scope of Coverage. All present and future Unit Owners of Units, tenants of such Unit Owners and any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration (including the Plats and Building Plans), the Articles, and the Bylaws and Rules and Regulations of the Association, as these instruments may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance by such Unit Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provision were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as by the provisions of the Act.

ARTICLE XIII

DAMAGE OR DESTRUCTION; EMINENT DOMAIN

Section 13.1. Damage or Destruction. In the event the Condominium is destroyed or damaged to such an extent that the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction, action by the Association by vote of seventy-five percent (75%) or more of all Unit Owners taken within ninety (90) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 1, Article VII of the Bylaws. Damage or destruction for which insurance proceeds are equal to or greater than one hundred percent (100%) of the cost of completing repair or reconstruction, shall

Section 13.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

Section 13.3. Negotiations. In the event all or part of the Common Elements are destroyed or damaged or are taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Association as attorney-in-fact for this purpose. Any insurance proceeds, or any award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interest may appear.

ARTICLE XIV

INSURANCE

Section 14. Insurance. The Board of Directors shall obtain and maintain insurance as provided in the Bylaws.

ARTICLE XV

ADDITIONAL PROVISIONS

Section 15.1. Priority of First Mortgagees. Except, as otherwise provided by the Act, no provision of this Declaration, the Bylaws, or the Rules and Regulations, shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first mortgages or deeds of trust pursuant to their first mortgages or deeds of trust in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements or any portions thereof.

Section 15.2. Waiver. No provision 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.

Section 15.3. Severability. The invalidity or unenforceability of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein. Any conflict between any provision of any Condominium document

as if such invalid or unenforceable provision had never been included herein. Any conflict between any provision of any Condominium document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

Section 15.4. No Obligations. Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvement except to the extent required by the Act.

Section 15.5. Registered Agent. The registered agent for service of process shall be Richard L. Alden, Sr., 23939 Emblem Avenue, Tomah, WI 54660. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Juneau County, Wisconsin, and with the Secretary of State of the State of Wisconsin.

Section 15.6. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and Bylaws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Property except as herein above provided.

Section 15.6. Bylaws. A copy of the initial Bylaws of Northlight Condominium Owners Association, Inc. is attached hereto as Exhibit C and made a part here.

Section 15.7. Use of Facilities of Others. The Board of Directors shall have the right, upon the approval of Unit Owners owning Units to which a majority of the votes in the Association appertain, to enter into agreements, including without limitation, easements agreements, granting the Members of the Association the right to use the recreational facilities or other facilities, including, without limitation, privately owned utilities of other associations or land owners on reasonable terms and conditions.

Section 15.8 CONDITIONAL USE RESOLUTION This Declaration and the Bylaws referred to herein shall at all times be in conformity with the "Conditional Use Resolution" of the City of Mauston, recorded July 17, 2000, in Volume 552 of Records, page 696 et sequence, Register of Deeds Records, Juneau County, Wisconsin, as Document #365942.

PLAT OF NORTH LIGHT CONDOMINIUM

Being Lots 1, 2 & 3 of the Plat of Maugh's Creek Subdivision in the City of Mauston and being Lot 75 of C.S.W. 2544, part of the SW 1/4 of Section 12, T15N, R3E, City of Mauston, Juneau County, Wisconsin.

DESCRIPTION: Part of the SW 1/4 of the SW 1/4 in Section 12, T15N, R3E, City of Mauston, Juneau County, Wisconsin, to-wit:

Being Lots 1, 2 & 3 of the Plat of Maugh's Creek Subdivision in the City of Mauston recorded in Vol. 10 of Plats at Page 18. Also being Lot 75 of C.S.W. 2544 recorded in Vol. 10 at Page 182.

Contains ± 89,876 s.f. or ± 2.06 acres.

Subject to assessments of record and to conservancy restrictions.

SURVEYOR'S CERTIFICATE: I, Patrick A. Carroll, Registered Land Surveyor S-1199 of Mauston, Wisconsin, hereby certify:

That in compliance with the provisions of Chapter 236.34 and Condominiums 703.11 of the Wisconsin Statutes and under the direction of NORTHLIGHT, LLC, owner of said land, I did survey, divide and map the above described property and that such map correctly represents the exterior boundaries and the subdivision of the land surveyed and mapped to the best of my knowledge and belief and that this condominium plat shows the location of all known existing and proposed structures thereon.

Patrick A. Carroll

REGISTERED LAND SURVEYOR S-1199
PATRICK A. CARROLL AUG. 31, 2003
GAIKHOLL SURVEYING, MAUSTON, WISC.



SURVEYOR'S NOTE: Building setback limit is 25.00 feet.

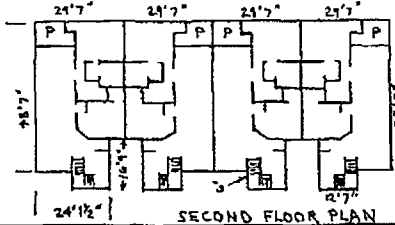
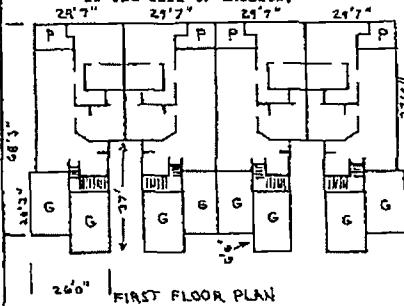
SURVEYOR'S NOTE: See additional covenants for further details of Limited Common Element Condominium Units.

SURVEYED FOR: Northlight LLC
Box 159
New Lisbon, Wisc. 53950

MARKINGS ARE REFERENCED TO THE PLAT OF MAUGH'S CREEK SUBDIVISION in the CITY OF MAUSTON.

FLOOR PLANS

SCALE: 1" = 30'
P = PATIO
G = GARAGE
BLDG A & B ARE IDENTICAL



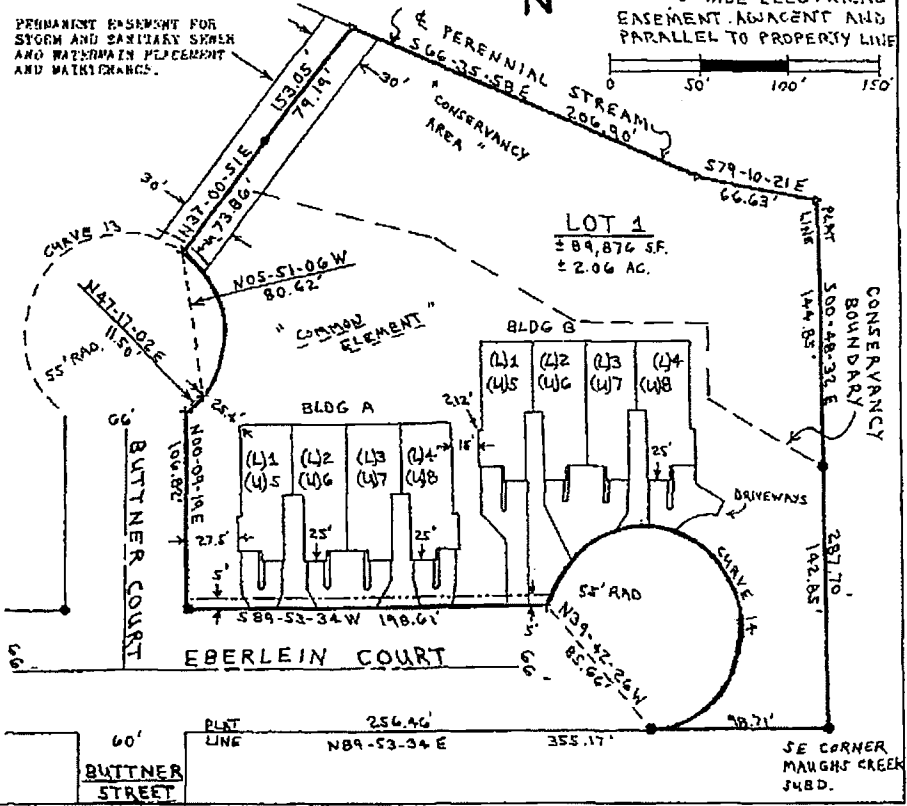
PAGE 1 OF 4

CURVE 13	CURVE 13	CURVE 14
Δ 12-00-12	94-16-04	257-43-00
RAO 55.00'	55.00'	55.00'
AL 11.52'	90.49'	247.39'
CL 11.50'	80.62'	85.66'
Cθ N47-17-02E	N05-51-06W	N34-42-26W

THE CITY OF MAUSTON
HEREBY APPROVES OF
THIS SURVEYING & MAPPING.
David E. Patton 9-29-00
MAYOR DNR

PERMANENT EASEMENT FOR STORM AND SANITARY SEWER AND WATERMAIN PLACEMENT AND MAINTENANCE.

- LEGEND:
SCALE: 1" = 50'
■ RR SPIKE F.I.P.
+ CROSS CHISELED IN CONC F.I.P.
● 1/2" IRON ROD F.I.P.
● 3/4" IRON ROD F.I.P.
▷ NO MONUMENT SET
(L) LOWER UNIT
(U) UPPER UNIT
--- 5' WIDE ELECTRICAL EASEMENT ADJACENT AND PARALLEL TO PROPERTY LINE



VPL 562 PAGE 32

EXHIBIT A

SE CORNER MAUGH'S CREEK SUBD.

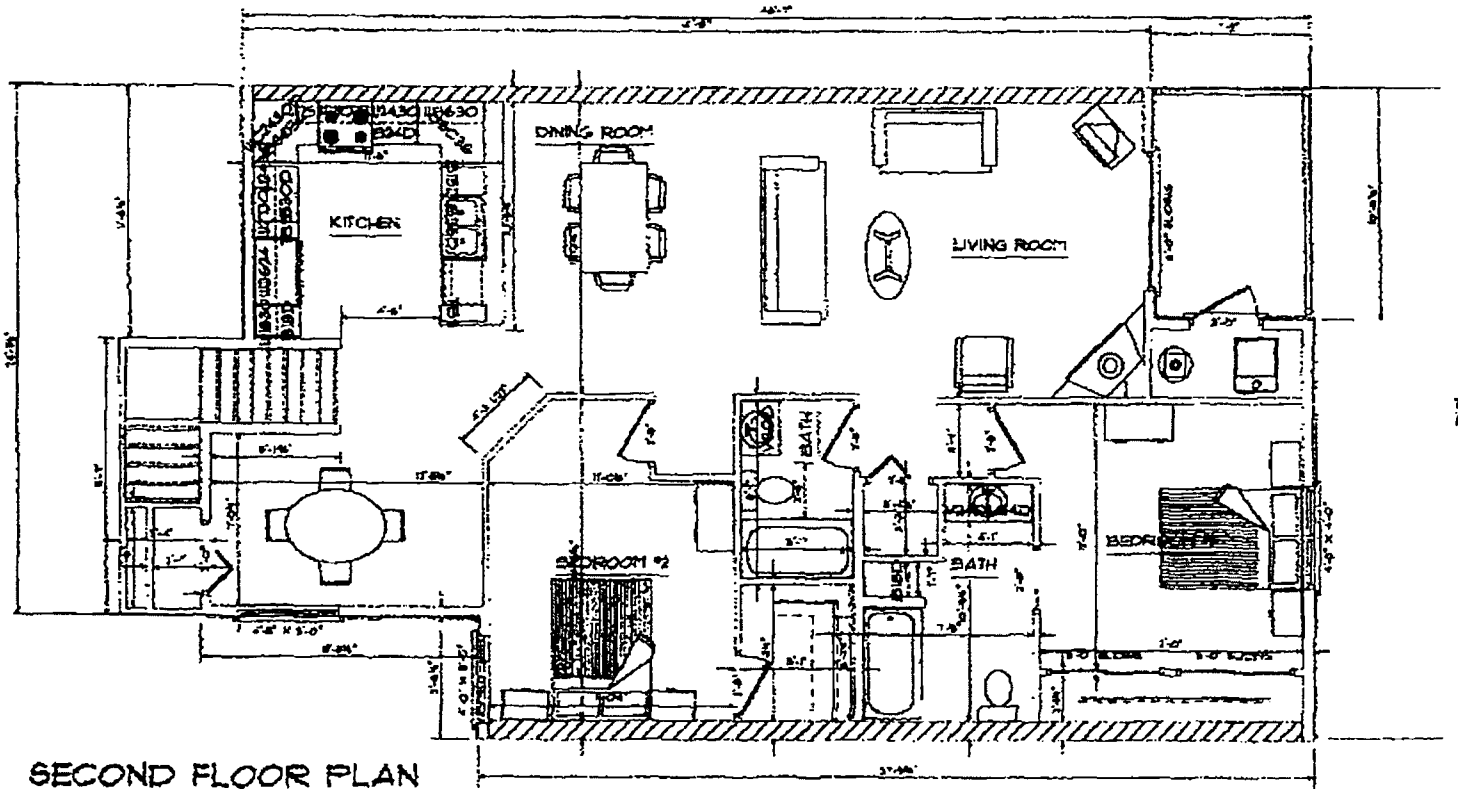
EXHIBIT B

LAMPERT FENCE, INC.
THESE PLANS ARE INTENDED AS A GENERAL GUIDE FOR OUR
CUSTOMERS AND BIDDERS. LAMPERT IS NOT A LICENSED
ARCHITECT OR ENGINEER AND HAS NO REPRESENTATION OR
IMPLICANT IN CONNECTION WITH ANY OF LOCAL CODES.
LAMPERT IS NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS
OR IMPROPER CONSTRUCTION.



LAMPERTS
3700 N. MAUGHS CREEK RD.
MAUSTON, WISCONSIN 53151

NORTH LIGHT
RESIDENCE

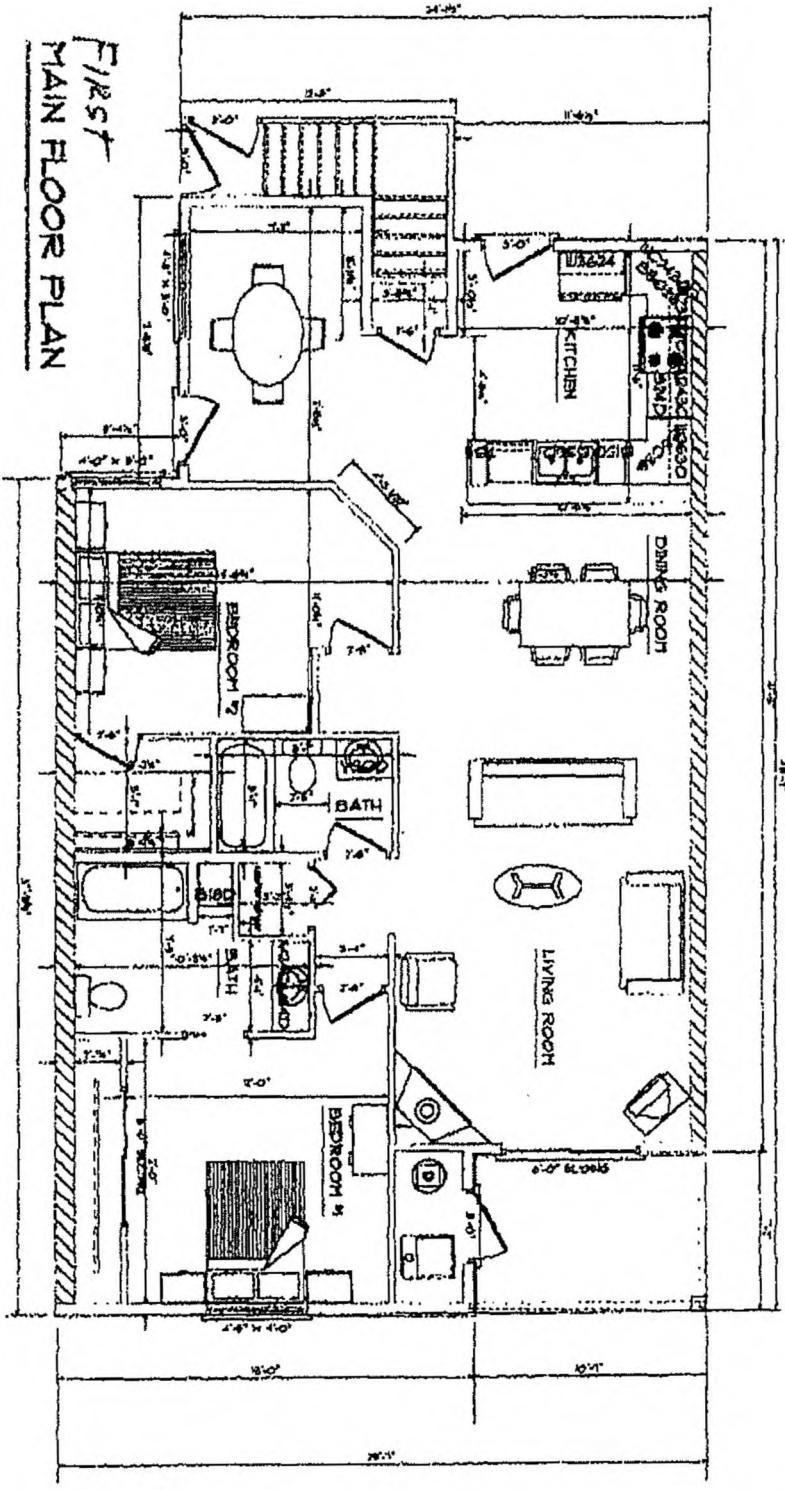


SECOND FLOOR PLAN

NORTHLIGHT CONDOS
MAUGHS CREEK SUBDIVISION
MAUSTON WIS

EXHIBIT B

NORTHLIGHT CONDOS
MAUGHS CREEK SUBDIVISION
MAUSTON WI



LAMPERT VANDER, INC.
 THESE PLANS AND ATTACHED AS A GENERAL BLUE PRINT FOR
 CONSTRUCTION AND NOT TO BE USED FOR ANY OTHER PURPOSES
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NORTHLIGHT
 RESIDENCE

BYLAWS OF
NORTHLIGHT CONDOMINIUM
OWNERS' ASSOCIATION, INC.

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BYLAWS OF
NORTHLIGHT CONDOMINIUM OWNERS' ASSOCIATION, INC.

(A corporation organized under the laws of the State
of Wisconsin, without stock and not for profit)

ARTICLE I

The name of said association shall be: "NORTHLIGHT CONDOMINIUM
OWNERS' ASSOCIATION, INC."

ARTICLE II

The purposes of the Association are as follows:

This Association does not contemplate pecuniary gain or profit the
members thereof, and the specific purposes for which it is formed are to
provide for maintenance, preservation and architectural control of
Northlight Condominiums and all additions thereto and such other lands
as may hereafter be brought within the jurisdiction of this Association
and to promote the health, safety and welfare of the residents within
the above described property. In fulfillment of the above purposes the
Corporation shall have all the powers specified in Wisconsin Statutes,
Section 181.04(1) through (16).

ARTICLE III

Unit Owners' Association

Section 1. Composition. All Unit Owners in the Condominium,
acting as a group in accordance with the Act, the Declaration, and these
Bylaws, shall constitute the Unit Owner's Association.

Section 2. Annual Meetings.

(a) The first annual meeting of the Unit Owners' Association shall
be held on a date to be determined by the Declarant within one (1) year
following the date of recordation of the Declaration, or on or before
the date of conveyance of Units to which seventy-five percent (75%) or
more of the Percentage Interest in the Condominiums appertain
(determined in accordance with Section 3(e) of Article IV hereof),
whichever first occurs. Unless otherwise determined by the Board of
Directors, annual meetings of the Unit Owners' Association held after
the first annual meeting shall be held on the same day of the same month
of each succeeding year. Subject to the provisions of Section 1 of
Article IV of these Bylaws, at all annual meetings of the Unit Owner's
Association, members of the Board of Directors shall be elected and such
other business as properly may come before a meeting may be transacted.

(b) As used in these Bylaws, unless the context otherwise requires, the term "conveyance" means conveyance of fee simple title by deed or conveyance of equitable ownership by land contract.

Section 3. Place of Meetings. Meetings of the Unit Owners' Association shall be held at the office of the Condominium or at such other suitable place convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owner's Association if so directed by resolution of the Board of Directors or, after the first annual meeting of the Unit Owners' Association, upon a petition signed and presented to the Secretary of Unit Owners holding not less than twenty percent (20%) of the Percentage Interests from time to time in the Condominium. No business shall be transacted at a special meeting except as stated in the notice of such meeting given in accordance with the provisions of Section 5 of this Article.

Section 5. Notice of Meetings. At least twenty-one (21) days but not more than fifty (50) days in advance of each annual meeting of the Unit Owners' Association, and at least ten (10) days but no more than thirty (30) days in advance of each special meeting of the Unit Owners' Association, the Secretary shall cause to be sent to each Unit Owner of record notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by United States mail, first class postage prepaid, to each Unit Owner of record, at the address of such Owner's Unit or at such other address as such Owner may have designated in writing to the Secretary. The Unit Owners' Association shall maintain a current roster of names and addresses of every Unit Owner. Every Unit Owner shall furnish the Unit Owners' Association with his or her name and current mailing address. No Unit Owner may vote at meetings of the Unit Owners' Association until this information is furnished. The mailing of a notice of a meeting in the manner provided in this Section shall be deemed service of notice. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such a notice to be personally delivered, provided, that the Secretary shall certify in writing that such notice was delivered to the person of the Unit Owner.

Section 6. Adjournment of Meetings. If any meetings of the Unit Owners' Association cannot be held because a quorum is not represented, Unit Owners holding a majority of the votes present at such meeting, either in person or by proxy, may adjourn the meeting, without further notice, to a time not less than forty-eight (48) hours from the time the original meeting was called and at such subsequent meeting, the presence, in person or by proxy of Unit Owners of fifteen percent (15%) in number of the Units of the Condominium shall constitute a quorum.

Section 7. Presiding Officer. Until the first meeting of the Unit Owners' Association following the special meeting at which members of the Board of Directors shall be elected by all Unit Owners as provided in Section 1 of Article IV of these Bylaws, any person designated by the Declarant shall preside at all meetings of the Unit Owners' Association. In the absence of the President or such designee from any meeting of the Association, any person designated by the Board of Directors shall preside over such meeting.

Section 8. Conduct of Meeting. The minutes of all meetings shall be held in a Minute Book maintained for the Unit Owners' Association by the Secretary. The then current Roberts' Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 9. Inspectors of Election. One or more Inspector(s) of Election shall be appointed by the Board of Directors prior to the time of any meeting of the Association at which Directors shall be elected.

Section 10. Voting.

(a) Each Unit shall be entitled to one (1) vote at all meetings of the Unit Owners' Association. Since a Unit Owner may be more than one person, the person who shall be entitled to cast the vote of such Unit shall be the natural person named in a certificate executed by all of the co-owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting (or the failure to name such a person), the person who shall be entitled to cast the vote of such Unit shall be the co-owner who is present at such meeting, if only one such co-owner is present. If more than one co-owner is present and no certificate has been filed with the Secretary (or, if the person named in the certificate for such Unit is not present), the vote appertaining to such Unit shall be cast in accordance with the agreement of a majority in interest of the co-owners of such Unit who are present, and the consent of such co-owners of such Unit who are present, and the consent of such co-owners shall be conclusively presumed if any one of them purports to cast the vote appertaining to such Unit without protest being made by another co-owner to the presiding officer of the meeting. If protest is made, such Unit shall be counted solely for the purpose of determining whether a quorum is present.

(b) No Unit Owner may vote at any meeting of the Unit Owners' Association if a lien in favor of the Unit Owners' Association pursuant to Section 9 of Article VI of these Bylaws has been perfected against such Owner's Unit, or action therefor have been instituted, and

the amount necessary to release such lien has not been paid at the time of such meeting.

Section 11. Proxies. The vote appertaining to any Unit may be cast pursuant to a proxy duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of the majority in interest of the co-owners. A proxy of a Unit Owner shall be void if it is not dated, if it purports to be revocable without notice, if the signatures of those executing the same have not been witnessed by a person who shall sign his or her full name and address, or if not signed by a person having authority to execute deeds on behalf of any Unit Owner or co-owner who is not a natural person. All proxies must be filed with the Secretary before the appointed time of the meeting for which they are given. Any proxy shall terminate automatically upon the adjournment of the first meeting of the Association held after the date thereof. In any event, except with respect to proxies in favor of an Eligible Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 12. Association Action. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Unit Owner's Association shall be made by majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Unit Owners' Association at which a quorum is present.

Section 13. Majority of the Unit Owners. Except as otherwise provided by law, as used in these Bylaws, the term "majority of the votes of Unit Owners" or words of like import shall mean the vote of Unit Owners' holding more than fifty percent (50%) of the votes of Unit Owners present, in person or by proxy, at a meeting of the Unit Owners' Association at which a quorum is present.

Section 14. Quorum. Except as otherwise provided in these Bylaws or as required by law, the presence, in person or by proxy, of Owners of twenty-five percent (25%) in number of the Units in the Condominium shall constitute a quorum at and throughout all meetings of the Unit Owners' Association.

Section 15. Action Without Meeting. Any action by Unit Owners required or permitted to be taken at a meeting may be taken without a meeting if all of the Unit Owners shall consent in writing to such action. Any such unanimous written consent shall be filed with the minutes of the proceedings of the meeting of the Unit Owners' Association.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Number; Declarant Control.

(a) The affairs of the Condominium shall be governed by a Board of Directors. As set forth in this Section 1, the Declarant shall be entitled to designate a majority of the members of the Board until the earlier to occur of (i) thirty (30) days after the date of conveyance of Units to which seventy-five percent (75%) of the Percentage Interest of the Condominium appertain (determined, for purposes of this Section 1, in accordance with subsection (e) hereof) or (ii) ten (10) years from the date of the first conveyance of any Unit in the Condominium. The initial Board of Directors shall consist of the three (3) persons, who are named in the Articles of Incorporation of the Association. Thereafter, the Board of Directors shall be expanded to a maximum of five (5) members, in the manner and at the times set forth in subsections (b), (c), and (d) of this Section 1.

(b) A special meeting of the Association shall be held prior to the conveyance of Units to which twenty-five percent (25%) of the Percentage Interests in the Condominium appertain (determined in accordance with subsection (e) of this Section 1, or at such earlier time as may be determined by the Declarant in its sole discretion, at which special meeting the Unit Owners other than the Declarant shall elect one director and the Declarant shall appoint one additional director; thereafter the Board of Directors shall be composed of five (5) persons.

(c) A special meeting of the Association shall be held prior to the conveyance of Units to which fifty percent (50%) of the Percentage Interest in the Condominium appertain (determined in accordance with subsection (e) of this Section 1, or at such earlier time as may be determined by the Declarant in its sole discretion, at which special meeting the Director elected by the Owners at the special meeting described in subparagraph (b) above shall resign and one of the Directors appointed by Declarant shall resign and the Unit Owners other than the Declarant shall elect two Directors.

(d) A special meeting of the Association shall be held on or before forty-five (45) days after the earlier to occur of (i) thirty (30) days after the date of conveyance of Units to which seventy-five percent (75%) of the Percentage Interest of the Condominium appertain (determined, for purposes of this Section 1, in accordance with subsection (e) hereof) or the date of expiration of ten (10) years from the date of the first conveyance to any purchaser of any Unit in the Condominium, at which special meeting all members of the Board of

Directors designated by the Declaration as provided in paragraph (a) of this Section shall resign and all five (5) members of the Board of Directors, shall be elected by all Unit Owners, including the Declarant, to the extent the Declarant then owns any Units. All members of the Board of Directors elected at such special meeting shall serve until their successors shall have been elected at the next succeeding annual meeting.

(e) For purposes of this Section 1, and notwithstanding any other provision of these Bylaws, the Declaration, or any other Condominium Document, the Percentage Interest pertaining to a Unit at any time shall be determined in the same manner as if all Additional Property and all Units which could then be added to the Condominium had in fact been added.

Section 2. Election. Directors elected by Unit Owners shall be elected by plurality vote. Each Unit shall be entitled to cast its vote for as many persons as there are Directors to be elected and for whose election the Owners of such Unit shall be entitled to vote. Votes shall not be cumulated.

Section 3. Term of Office. At the first annual meeting of the Unit Owners' Association following the special meeting at which all members of the Board of Directors shall be elected by Unit Owners as provided in Section 1 (d) of this Article, the persons receiving the first, second and third highest number of votes shall be elected for a term of two (2) years and the persons receiving the fourth and fifth highest number of votes shall be elected for a term of one (1) year. All persons elected as members of the Board of Directors at any subsequent annual meeting of the Unit Owners' Association shall be elected for a term of two (2) years. All members of the Board of Directors shall hold office until their respective successors shall have been elected and shall have qualified. In the event of a tie for third or fifth highest number of votes, the outcome shall be determined by lot, in the manner prescribed by the presiding officer.

Section 4. Qualifications. Except for those members of the Board of Directors appointed by Declarant, all members of the Board of Directors shall be Unit Owners, or partners, officers, directors, trustees, agents or employees of Unit Owners who are not natural persons. No Unit Owner may be elected to or may serve on the Board of Directors if a lien has been perfected, or action therefor has been instituted against such Owner's Unit, and the amount necessary to release such lien has not been paid at the time of such election or during such incumbence.

Section 5. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the Administration of the

affairs of the Condominium and may do all acts and things as are by the Act, the Declaration or these Bylaws directed to be done by the Unit Owners' Association. In addition to the duties imposed on the Board of Directors by these Bylaws or by a resolution of the Unit Owners' Association, the Board of Directors shall have the power to, and shall be responsible for the following:

(a) Adopting an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.

(b) Levying assessments against Unit Owners to defray the Common Expenses, establishing the means and methods of collecting such assessments from the Unit Owners, and establishing the period of the installment payment of such assessments.

(c) Providing for the operation, care, upkeep, replacement and maintenance of all the Common Elements.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, and providing services for the Condominium, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties, which equipment, supplies and materials shall be the property of the Condominium.

(e) Collecting from Unit Owners assessments against Units and depositing the proceeds thereof in a bank depository(ies) which it shall approve.

(f) Making and amending Rules and Regulations respecting the use and enjoyment of the Condominium in accordance with the provisions of these Bylaws.

(g) Opening bank accounts on behalf of the Condominium and designating the signatories required therefor.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alternations or restorations of Bylaws, the Declaration and the Act.

(i) Enforcing by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, and bringing or defending against any proceedings which may be instituted on behalf of or against the Unit Owners' Association.

(j) Obtaining and carrying insurance as provided in these Bylaws, paying the premium cost thereof and adjusting and settling claims thereunder.

(k) Paying the cost of all services rendered to the Condominium and not billed to Unit Owners of individual Units.

(l) Keeping books and accounts in accordance with the provisions of these Bylaws.

(m) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of Twenty Thousand Dollars (\$20,000) without the prior consent of at least sixty-seven percent (67%) of the votes of Unit Owners obtained at a meeting duly called and held for such purpose.

(n) Exercising such rights as the Unit Owners' Association may have as a member of any recreation or other association.

(o) In its sole discretion, from time to time to designate certain Common Elements as Reserved General Common Elements and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(p) Purchasing on behalf of all Unit Owners any Unit whose Unit Owner has elected to sell or lease such Unit or any Unit which is to be sold at a foreclosure or other judicial sale; provided, however, that the Board of Directors may not take any such action without the prior consent of at least sixty-seven percent (67%) of the votes of Unit Owners obtained at a meeting duly called and held for such purpose.

(q) Selling on behalf of all Unit Owners any Unit purchased by the Association pursuant to subparagraph (p) above; provided, however, that the Board of Directors may not take any such action without complying with the Act and without the prior consent of at least sixty-seven percent (67%) of the votes of Unit Owners obtained at a meeting duly called and held for such purpose.

(r) In its discretion, purchase and arrange for the installation of a cable television system to serve the entire Condominium as a Common Element.

(s) Consistent with the terms and provisions of the Condominium Documents, entering into agreements, including, without limitation, easement agreements for the use by the Association and its members on reasonable terms and conditions of facilities, including, without

limitation, recreational and utility facilities, not included as part of the Condominium and granting to others the rights to use those facilities included within the Condominium.

(t) Ensure compliance with the terms and conditions of the "Conditional Use Resolution" of the City of Mauston, recorded July 17, 2000, in Volume 552 of Records, page 696 et sequence.

Section 6. Removal of Members of the Board of Directors. The Declarant shall have the right, at any time and in its sole discretion, to remove any Director appointed to the Board by Declarant under Section 1 of this Article IV, and to select and designate his or her successors. Any member of the Board of Directors elected by Unit Owners may be removed, with or without cause, by a majority of the votes of Unit Owners at any regular meeting or any special meeting duly called and held for such purpose, and a successor may then and there be elected to fill the vacancy thus created for the remainder of the term of the member so removed. Any Director whose removal has been proposed by the Unit Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof, and shall be given an opportunity to be heard at the meeting.

Section 7. Resignations of Members of the Board of Directors. A member of the Board of Directors may resign at any time. Any Director who is a Unit Owner shall be deemed to have resigned upon divestiture of title in fee or by lease for a term or terms of six (6) months or more of the Unit owned by such Director (or such Director's corporation, partnership, trust, principal, or employer, if the Unit Owner is not a natural person), unless such Director (or such Director's corporation, partnership, trust, principal or employer) acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture. A director shall also be deemed to have resigned if not in attendance at three (3) consecutive regular meetings of the Board of Directors, unless the minutes reflect the consent of a majority of the Board to such absence.

Section 8. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Unit Owners' Association or by action of the Declarant (which shall be filled as provided in Section 8 of this Article) shall be filled by the sole remaining Director or by a vote of a majority of the remaining Directors (whether or not such remaining Directors constitute a quorum) at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, and each person so appointed shall be a member of the Board of Directors for the remainder of the original term of office to which such person shall be appointed; provided, however, that until the special meeting of the Unit Owners' Association at which all of the members of the Board of Directors shall be elected by all Unit Owners as provided in Section 1 of this Article, a vacancy in the position of any Director designed by the Declarant shall be filled by the Declarant.

Section 9. Regular Meetings. Regular meetings of the Board of Directors shall be held at least twice between annual meetings of the Unit Owners' Association at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, telex or telegraph, telephone or personally at least ten (10) business days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director, given by mail, telex or telegraph, telephone or personally, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 11. Telephone Meetings. To the extent permitted by law, members of the Board of Directors may participate in any meeting of the Board of Directors by means of a conference telephone or other communication equipment, if all persons participating in such meeting can hear each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 12. Waiver of Notice. Any Director at any time in writing may waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver or notice by such Director of the time and place of such meeting, unless such attendance is for the purpose of objecting to such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum; Voting of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present or a sole present Director may adjourn the meeting from time to time. As any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. Compensation. No Director shall receive any compensation for acting as a Director.

Section 15. Conduct of Meetings. All resolutions adopted by the Board of Directors and all transactions and proceedings occurring at all meetings of the Board of Directors shall be held in a Minute Book maintained for the Board by the Secretary. The then current Roberts' Rules of Order or any other rules of procedure at any time or from time to time acceptable to a majority of the Board of Directors shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Condominium Act.

Section 16. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at a meeting may be taken without a meeting if all of the members of the Board of Directors shall consent in writing to such action. Any such unanimous written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 17. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners' Association.

(a) Certain Definitions. All capitalized terms used in this Section 17 and not otherwise herein after defined in this Section 17 shall have the meaning set forth in Section 181.04 of the Statutes. The following capitalized terms (including any plural forms thereof) used in this Section 17 shall have the meaning set forth in Section 181.041 of the Statute. The following capitalized terms (including any plural form thereof) used in this Section 17 shall be defined as follows:

(i) "Affiliate" shall include, without limitation, any corporation, partnership, joint venture, employee benefit plan, trust, or other enterprise that directly or indirectly through one or more intermediaries controls or is controlled by, or is under common control with the Association.

(ii) "Authority" shall mean the entity selected by the Director or Officer to determine his or her right to indemnification pursuant to subsection (d) hereof.

(iii) "Board" shall mean the entire then elected and servicing Board of Directors of the Association, including all members thereof who are Parties to the subject Proceeding or any related Proceeding.

(iv) "Breach of Duty" shall mean the Director or Officer breached or failed to perform his or her duties to the Association and his or her breach of or failure to perform those duties is determined in accordance with subsection (d) to constitute misconduct under Sections 181.042(2)(a) 1, 2, 3 or 4 of the Statute.

(v) "Association" as used herein and incorporated into the definitions of certain other capitalized terms used herein, shall refer to the "corporation" as such term is defined in the Statute and shall mean this Association.

(vi) "Director or Officer" shall have the meaning set forth in the Statute and also shall include any natural person who is or was serving at the Association's request as a member of any governing or decision-making committee; provided, that, for purposes of this Section 17, it shall be conclusively presumed that any Director or Officer serving as a director, officer, partner, trustee, member of any governing or decision-making committee, employee or agent of an Affiliate shall be so serving at the request of the Association and any natural person serving as a member of any governing or decision-making committee shall be so serving at the request of the Association.

(vii) "Proceeding" shall have the meaning set forth in the Statute; provided, that, for purposes of this Section 17, the terms "Proceeding" shall also include all Proceedings (A) brought before an Authority or otherwise to enforce rights hereunder; (B) any appeal from a Proceeding; (c) any Proceeding in which the Director or officer is a plaintiff or petitioner because he or she is a Director or Officer; provided, however, that such Proceeding is authorized by a majority vote of a Disinterested Quorum.

(viii) "Statute" shall mean Sections 181.04 through 181.053, inclusive, of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, as the same shall then be in effect, including any amendments thereto, but in the case of any such amendment, only to the extent such amendment, permits or requires the Association to provide broader indemnification rights than the Statute permitted or required the association to provide prior to such amendment.

(b) Mandatory Indemnification. To the fullest extent permitted or required by the Statute, the Association shall indemnify a Director or Officer against all Liabilities incurred by or on behalf of such Director or Officer in connection with a Proceeding in which the Director or Officer is a party because he or she is a Director or Officer.

(c) Procedural Requirements.

(i) A Director or Officer who seeks indemnification under subsection (b) shall make a written request therefore to the Association. Subject to subsection (c) (ii), within sixty (60) days of the Association's receipt of such request, the Association shall pay or reimburse the Director or Officer for the entire amount of Liabilities incurred by the Director or Officer in connection with the subject Proceeding (net of any Expenses previously advanced pursuant to subsection (e)).

(ii) No indemnification shall be required to be paid by the Association pursuant to subsection (b) if, within such sixty (60) day period, (A) a Disinterested Quorum, by a majority vote thereof, determines that the Director or Officer requesting indemnification engaged in misconduct constituting a Breach of Duty; or (b) a disinterested Quorum cannot be obtained.

(iii) In either case of nonpayment pursuant to subsection (C)(ii), the Board shall immediately authorize by resolution that an Authority, as provided in subsection (d), determine whether the Director's or Officer's conduct constituted a Breach of Duty and, therefore, whether indemnification should be deemed hereunder.

(iv) (A) If the Board does not authorize an Authority to determine the Director's or Officer's right to indemnification hereunder within such sixty (60) day period and/or (B) if indemnification of the requested amount of Liabilities is paid by the Association, then it shall be conclusively presumed that for all purposes that a Disinterested Quorum has determined that the Director or Officer did not engage in misconduct constituting a Breach of Duty and, in the case of subsection (c) (III)(A) above, indemnification by the Association of the requested amount of Liabilities shall be paid to the Director or Officer immediately if not previously paid.

(d) Determination of Indemnification.

(i) If the Board authorized an Authority to determine a Director's or Officer's right to indemnification pursuant to subsection (c), then the Director or Officer requesting indemnification shall have the absolute discretionary authority to select one of the following as such Authority:

(A) An independant legal counsel; provided, that such counsel shall be mutually selected by such Director or Officer and by a majority vote of a Disinterested Quorum or, if a Disinterested Quorum cannot be obtained, then by a majority vote of the Board;

(B) A panel of three arbitrators selected from the panels of arbitrators of the American Arbitration Association in Milwaukee, Wisconsin provided that one (1) arbitrator shall be selected by such Director or Officer, the second arbitrator shall be selected by a majority vote of a Disinterested Quorum, or, if a Disinterested Quorum cannot be obtained, then by a majority vote of the Board, and the third arbitrator shall be selected by the two

previously selected arbitrators; and (2) in all other respects, such panel shall be governed by the American Arbitration Association's then existing Commercial Arbitration Rules; or

(C) A court pursuant to and in accordance with Section 181.049 of the Statute.

(ii) In any such determination by the selected Authority there shall exist a rebuttable presumption that the Director's or Officer's conduct did not constitute a Breach of Duty and that indemnification against the requested amount of Liabilities is required. The burden of rebutting such a presumption by clear and convincing evidence shall be on the Association or such other party asserting that such indemnification should not be allowed.

(iii) The Authority shall make its determination within sixty (60) days of being selected and shall submit a written opinion of its conclusion simultaneously to both the Association and the Director or Officer.

(iv) If the Authority determines that indemnification is required hereunder, the Association shall pay the entire requested amount of Liabilities (net of any Expenses previously advanced pursuant to subsection (e)), including interest thereon at a reasonable rate, as determined by the Authority, within ten (10) days of receipt of the Authority's opinion; provided, that if it is determined by the Authority that a Director or Officer is entitled to indemnification as to some claims, issues or matters, but not as to other claims, issues or matters, involved in the subject Proceeding, the Association shall be required to pay (as set forth above) only the amount of such requested Liabilities as the Authority shall deem appropriate in light of all of the circumstances of such Proceeding.

(v) The determination by the Authority that indemnification is required hereunder shall be binding upon the Association regardless of any prior determination that the Director or Officer engaged in a Breach of Duty.

(vi) All Expenses incurred in the determination process under this subsection (d) by either the Association or the Director or Officer, including, without limitation, all Expenses of the selected Authority, shall be paid by the Association.

(e) Mandatory Allowance of Expenses.

(i) The Association shall pay or reimburse, within ten (10) days after the receipt of the Director's or Officer's written request

therefor, the reasonable Expenses of the Director or Officer as such Expenses are incurred, provided the following conditions are satisfied:

(A) The Director or Officer furnishes to the Association an executed written certificate affirming his or her good faith belief that he or she has not engaged in misconduct which constitutes a Breach of Duty; and

(B) The Director or Officer furnishes to the Association an unsecured executed written agreement to repay any advances made under this subsection (e) if it is ultimately determined by an Authority that he or she is not entitled to be indemnified by the corporation for such Expenses pursuant to this subsection (e).

(ii) If the Director or Officer must repay any previously advanced Expenses pursuant to this subsection (e), such director or officer shall not be required to pay interest on such amounts.

(f) Indemnification and Allowance of Expenses of Certain Others.

(i) The Association shall indemnify a Director or Officer of an Affiliate (who is not otherwise serving as a Director or Officer) against all Liabilities and shall advance the reasonable Expenses, incurred by such director or officer in a Proceeding to the same extent hereunder as if such director or officer incurred such Liabilities because he or she was a Director or Officer, if such director or officer is a Party thereto because he or she is or was a director or officer of the Affiliate.

(ii) The Board may, in its sole and absolute discretion as it deems appropriate, pursuant to a majority vote thereof, indemnify against Liabilities incurred by, and/or provided for the allowance of reasonable Expenses of, an employee or authorized agent of the Association acting within the scope of his or her duties as such and who is not otherwise a Director or Officer.

(g) Insurance. The Association may purchase and maintain insurance on behalf of a Director or Officer or any individual who is or was an employee or authorized agent of the Association against any Liability asserted against or incurred by such individual in his or her capacity as such or arising from his or her status as such, regardless of whether the Association is required or permitted to indemnify against any such Liability under this Section 17.

(h) Notice to the Association. A Director or Officer shall promptly notify the Association in writing when he or she has actual knowledge of a Proceeding which may result in claim of indemnification against Liabilities or allowance of Expenses hereunder, but the failure to do so shall not relieve the Association of any liability to the Director or Officer hereunder unless the Association shall have been irreparably prejudiced by such failure (as determined by an Authority selected by the Director or Officer).

(i) Severability. If any provision of this Section 17 shall be deemed invalid or inoperative, or if a court of competent jurisdiction determines that any of the provisions of this Section 17 contravene public policy, this Section 17 shall be construed so that the remaining provisions shall not be affected, but shall remain in full force and effect, and any such provisions which are invalid or inoperative or which contravene public policy shall be deemed, without further action or deed by or on behalf of the Association, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable.

(j) Nonexclusivity of Section. The rights of a Director or Officer (or any other person) granted under this Section 17 shall not be deemed exclusive of any other rights to indemnification against Liabilities or advancement of Expenses which the Director or Officer (or such other person) may be entitled to under any written agreement, Board resolution, vote of Unit Owners of the Association or otherwise, including, without limitation, under the Statute. Nothing contained in this Section 17 shall be deemed to limit the Association's obligations to indemnify a Director or Officer under the Statute.

(k) Contractual Nature of Section 17; Repeal or Limitation of Rights. This Section 17 shall be deemed to be a contract between the Association and each Director and Officer and any repeal or other limitation of this Section 17 or any repeal or limitation of the Statute or any other applicable law shall not limit any rights of indemnification against Liabilities or allowance of Expenses then existing or arising out of event, acts or omissions occurring prior to such repeal or limitation, including, without limitation, the right to indemnification against Liabilities or allowance of Expenses for Proceedings commenced after such repeal or limitation to enforce this Section 17 with regard to acts, omissions or events arising prior to such repeal or limitation.

Section 18. Common or Interested Directors. Each member of the Board of Directors shall exercise his or her powers and duties in good faith and in the best interests of the Condominium. No contract or other transaction between the Unit Owners' Association and any of its officers or directors, or between the Unit Owners' Association and any

corporation, firm or association (including the Declarant) in which any of the Officers or Directors of the Unit Owners' Association are directors or officers or are pecuniarily or otherwise interested, is or shall be either void or voidable because of such relationship or interest or because of any such officer or director committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or her or their vote(s) is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

(a) The material facts of such relationship or interest are disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies such contract or transaction in good faith and by a vote sufficient for the purpose, without counting the vote(s) of such interested officers or directors; or

(b) The material facts of such relationship or interest are disclosed or known to Unit Owners holding at least a majority of all of the votes in the Unit Owners' Association and such Unit Owners authorize, approve or ratify such contract or transaction in good faith and by a vote sufficient for the purpose; or

(c) Such contract or transaction was fair and commercially reasonable to the Unit Owners' Association in view of all the facts known to any officer or member of the Board of Directors at the time it was authorized, ratified, approved or executed.

Any common or interested officer or director may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, ratifies or approves any contract or transaction. Arrangements between the Unit Owners' Association and the Declarant shall be deemed to satisfy the requirements of this Section.

Section 19. Committees. The Board of Directors from time to time may appoint (and expand and/or disband) such committees from among its own membership and/or from among the Unit Owners' Association as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

Section 20. Law Suits. The Board shall not commence a law suit (other than to collect assessments, or enforce the terms and conditions of the Condominium Documents) until such action shall have been approved by Unit Owners owning Units to which at least seventy-five percent (75%) of the votes in the Unit Owner's Association appertain.

ARTICLE V

Officers

Section 1. Number. The principal officers of the Association shall be a President, Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and the offices of President and Vice-President.

Section 2. Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected or until his prior death, resignation or removal.

Section 3. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members, and of the Board of Directors. He shall have authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the Association as he shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. He shall have authority to sign, execute and acknowledge, on behalf of the Association, all deeds, mortgages, bonds, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the Association's regular business, or which shall be authorized by resolution of the Board of Directors; and, except as

otherwise provided by law or the Board of Directors, he may authorize any Vice President or other officer or agent of the Association to sign, execute and acknowledge such documents or instruments in his place and stead. In general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the President or in the event of his death, inability or refusal to act, or in the event for any reason it shall be impracticable for the President to act personally, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board of Directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, with the Secretary or Assistant Secretary, certificates for shares of the Association; and shall perform such other duties and have the authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors. The execution of any instrument of the Association by any Vice President shall be conclusive evidence, as to third parties, of his authority to act in the stead of the President.

Section 7. Secretary. The Secretary shall: (a) Keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; (b) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) Be custodian of the corporation records; (d) Keep or arrange for the keeping of a register of the post office address of each member which shall be furnished to the Secretary by such member; (e) In general perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors.

Section 8. Treasurer. The Treasurer shall: (a) Have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of the Association; and (c) In general perform all of the duties incident to the office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 9. Compensation. No officer shall receive any compensation for acting as an officer.

ARTICLE VI

Assessments

Section 1. Fiscal Year. The fiscal year of the Condominium shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of such year unless otherwise determined by the Board of Directors.

Section 2. Adoption of Budget. The Declarant shall determine the budget for the first fiscal year of the Condominium. Each year thereafter, at least thirty (30) days before the beginning of the new fiscal year, the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of the Common Expense (net of all common profits) for the ensuing fiscal year (including without limitation such reasonable amounts as the Board of Directors shall deem sufficient to provide working capital for the Unit Owners' Association, a general operating reserve, reserves for repair and replacement of Common Elements and reserves for contingencies). Before the first day of each fiscal year, the Board of Directors shall send to each Unit Owner a copy of such budget and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this Article to pay his or her allocable share of the Common Expenses based upon such budget.

Section 3. Effect of Failure to Adopt Budget. The failure or delay of the Board of Directors to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his or her allocable share of the Common Expenses as provided in this Article. In the absence of any annual budget, each Unit Owner shall continue to pay the monthly (or such other period as may be selected by the Board of Directors) charge at the rate established for the previous fiscal year until the installment which is due more than ten (10) days after a new annual budget shall have been adopted and notice of new assessments have been given to Unit Owners.

Section 4. Assessment of Common Expenses. The total amount of the estimated Common Expenses (including reserves) as set forth in the budget or budgets of the Condominium for any fiscal year shall be assessed equally against all Units. The assessment made against each Unit for each fiscal year shall set forth separately such Unit's share of the amount of the total assessment allocated to normal and recurring expenses of administration, management, operation and repair, and the amount of the total assessment allocated to each category of reserves included in the budget. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (1) months (or, if the Board of Directors so designates, three (3) quarters or six (6) month period) in such fiscal year, each Unit Owner shall be obligated to

to the Board of Directors one-twelfth (1/12th) (or if the Board of Directors so designates, one-fourth (1/4) or one-half (1/2)) of the assessment for Common Expenses of such fiscal year. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, in the discretion of the Board of Directors, either (i) be credited, in proportion to each Unit Owner's obligation to pay Common Expenses, to the next monthly installments due from Unit Owners, or (ii) refunded among Unit Owners who paid assessments in proportion to their payments, or (iii) added to reserves until exhausted. Any net shortage shall be assessed against Unit Owners then of record in proportion to each Unit Owner's obligation to pay Common Expenses and shall be payable, in the discretion of the Board of Directors, either (i) in full, with payment of the next due installment, or (ii) in not more than twelve (12) equal monthly installments, beginning with the next due installment.

Section 5. Reserves. The Board of Directors shall build up and maintain adequate reserves for working capital and for repairs to and replacements of the Common Elements and may establish reserves for general operations, contingencies or other matters. All reserves shall be kept in a separate bank account(s), segregated from general operating funds, and, if the Board of Directors shall deem it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves as appropriate in the discretion of the Board of Directors. Except where an emergency requires an expenditure to prevent or minimize loss from damage to, or deterioration of, the Common Elements, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Unit Owner's Association.

Section 6. Special Assessments. If reserves established and maintained in accordance with this Article shall be inadequate for any reason, including the non-payment of any Unit Owner's assessment, the Board of Directors may at any time or from time to time assess a special assessment in order to defray, in whole or in part, extraordinary expenditures, including without limitation any shortage or loss incurred or suffered in a fiscal year, or the cost of any construction, reconstruction or replacement of the Common Elements. Such special assessments shall be levied against all Unit Owners equally in

proportion to each Unit Owner's obligation to pay Common Expenses, unless such special assessments are levied in connection with Limited Common Elements. If such special assessments are levied in connection with Limited Common Elements, then such special assessment shall be levied against such Unit Owner or Unit Owners owning Units to which such Limited Common Elements appertain in proportion to the relative Percentage Interest of such Units inter se. Said special assessments may be payable, as the Board of Directors may determine in lump sum or in installments. The Board of Directors shall serve notice of any such special assessments on all assessed Unit Owners by a statement in writing giving the amount of and reasons for such special assessment, which special assessment shall, unless otherwise specified in the notice, become payable with the next due monthly installment which is due more than ten (10) days after the giving of such notice. All assessed Unit Owners shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment. In the event, the Board of Directors elects to assess a special assessment in order to pay for the construction, installation, placement, addition, alteration or improvement to a Common Element or new capital improvement and the amount of any such assessment exceeds \$10,000.00, then any such assessment shall be subject to a veto by the Unit Owners entitled to cast at least a majority of the votes of the membership who are voting in person or by proxy at a meeting duly called for that purpose.

Section 7. Working Capital Fund. There shall be established an initial working capital fund through the payment made by each unit Owner, upon the purchase of his or her Condominium Unit from the Declarant, of an amount equal to twice the monthly installments for Common Expenses for such Unit under the budget then in effect. At such time as the Unit Owners have the power to elect a majority of the members of the Board of Directors, the Declarant shall pay to the Association for each Unit then owned by the Declarant, such Unit's share of the working capital fund. The Declarant shall reimburse itself for these payments from the funds collected at the closings on said Units. The Declarant shall deliver such funds so collected to the Board of Directors to provide working capital for the Unit Owners' Association. Except as otherwise set forth herein, neither the Declarant, any Eligible Mortgagee who obtains title to Unit by foreclosure or deed in lieu thereof, any purchaser at a foreclosure sale, nor any purchaser upon a resale of a Unit, shall be required to pay working capital assessments. The working capital fund may be used for any lawful purpose, as the Board of Directors from time to time shall determine, provided said purpose is then permitted under the regulations of the Federal National Mortgage Association.

Section 8. Obligation to Pay Common Expenses. Each Unit Owner shall be obligated to pay the Common Expenses, including those common

Expenses associated with Limited Common Elements assessed against each Unit Owner, assessed by the Board of Directors pursuant to these Bylaws. No Unit Owner may be exempted from liability to contribute toward payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his or her Unit subsequent to the perfection of a sale or other divestiture of title, by operation of law or otherwise, of such Unit by such Unit Owner. Subject expressly to and except as otherwise provided in Section 10 of this Article, the purchaser of a Unit or other successor Unit Owner shall be liable jointly and severally with the divesting Unit Owner for all unpaid assessments which have become due and payable against such divesting Unit Owner's Unit prior to and up to the time of divestiture, without prejudice, however, to any rights of such successor owner to recover from the divesting Unit Owner; provided, however, that any such divesting Unit Owner and successor upon written request shall be entitled to a recordable statement from the Board of Directors or Managing Agent setting forth the amount of the unpaid assessments against the divesting Unit Owner's Unit, and such successor shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement. Failure to furnish or make available such statement within five (5) business days from receipt of such request shall extinguish the lien for the unpaid assessments. Notwithstanding anything to the contrary contained in the foregoing, payment of a fee of Twenty-five Dollars (\$25.00) or, if greater, the maximum amount allowable under the Condominium Act shall be required as a prerequisite to the issuance of such a statement.

Section 9. Lien for Assessments. The total annual assessment against each Unit Owner for Common Expenses and any special assessment levied pursuant to these Bylaws, together with interest thereon, and the expenses of the proceedings, including reasonable attorneys' fees, hereby is declared to be a lien against the Condominium Unit of such Unit Owner within the purview of the Act, which lien shall be enforced pursuant to Section 703.16 of the Act, as amended or renumbered from time to time, and as provided by law.

Section 10. Subordination and Mortgages Protection. Notwithstanding any other provision of the Declaration or these Bylaws to the contrary, any lien for assessments shall be subordinate to the rights of the holder of a mortgage made in good faith, for value received prior to the date such assessment became due and payable, and such mortgagee or the purchaser at a foreclosure sale, their successors and assigns, shall not be liable for and such Unit shall not be subject to a lien for the payment of assessments which have become due and payable prior to the acquisition of title or the taking of possession (whichever first occurs) of such Unit pursuant to a decree of

foreclosure, or any proceeding lien of foreclosure; provided, that such subordination shall apply only to assessments which have become due and payable prior to such acquisition of title or the taking of possession of such Unit, and such mortgagee or purchaser, their successors and assigns, shall be liable for and such Unit shall be subject to a lien for assessments thereafter becoming due and payable. Any such unpaid assessments for which such mortgagee or purchaser, their successors and assigns, shall not have liability pursuant to this Section shall constitute a Common Expense for which each Unit Owner, including such mortgagee or purchaser, their successors and assigns, shall be liable in proportion, to each Unit Owner's obligation to pay Common Expenses.

Section 11. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof.

Section 12. Late Payment Penalty. In the event of a default by any Unit Owner in paying any Common Expenses or any other sum assessed against the Unit Owner which default continues for a period in excess of ten (10) days, such Unit Owner shall be obligated to pay a late payment penalty in the amount of Ten Dollars (\$10.00), or such amount as from time to time shall be determined by the Board of Directors, and interest on the amount of such assessment from the due date thereof at the lesser of eighteen percent (18%) per annum or the highest interest rate permitted by law.

Section 13. Default in Payment of Common Expenses. In addition to the Late Payment Penalty set forth in Section 12 above, the Board of Directors shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 703.16 of the Act. The Board of Directors shall also have the right to prohibit such Unit Owner from voting at a meeting of the Association or serving on the Board of Directors if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 14. Foreclosure of Liens for Unpaid Common Expenses. In an action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid Common Expenses, the Unit Owner shall be required to pay a reasonable rental for the use of his or her Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Association or

the Board of Directors, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Common Expense shall be maintainable without foreclosing or waiving the lien securing the same.

Section 15. Accounts. Except as otherwise provided in this Article, all sums collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled into a single fund, but shall be held for each Unit Owner in accordance with such Unit Owner's allocable share of the Common Expenses.

Section 16. Books and Accounts. Books and accounts of the Condominium shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices. Such books and accounts shall detail, in chronological order, the receipts and expenditures of administration and operation of the Condominium, and shall specify the maintenance, repair and service expenses and any other expense incurred. The amount of any special assessment required for payment of any capital improvement of the Condominium shall be credited upon the books of the Condominium to the "Paid in Surplus" account as a capital contribution.

Section 17. Inspection of Books. The books and accounts of the Condominium shall be available for examination by the Unit Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Eligible Mortgage, and/or its duly authorized agents or attorneys, during normal business hours set and announced for general knowledge.

Section 18. Statement of Common Expenses. The Board of Directors shall promptly provide to any Unit Owner, contract purchaser or mortgagee so requesting the same in writing a written statement in recordable form of all unpaid assessments due from such Unit Owner. A fee of Twenty-five Dollars (\$25.00) or, if greater, the maximum amount allowed by law may be charged by the Board of Directors for such statement to defray the cost of rendering the same.

Section 19. Utilities. The costs of utilities serving the Condominium not individually metered to a Unit shall be Common Expenses allocated pursuant to Section 4 of this Article VI.

Section 20. Audit. The Board of Directors may in its discretion from time to time order an independent audit of all books and records. The cost of such audit shall be a Common Expense.

ARTICLE VII

Repair, Improvement and Use

Section 1. Maintenance and Repair.

(a) By the Unit Owners' Association Except as otherwise provided in this Section or by the provisions of these Bylaws, the Declaration or the Act, the Unit Owners' Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of Units, the cost of which shall be a Common Expense.

(b) By the Unit Owner.

(1) Each Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of his or her Unit and all parts thereof necessary to maintain the good appearance and clean and sanitary condition of such Owner's Unit, including, without limitation, interior walls, included as part of a Unit, interior ceilings and floors, and the finished interior surfaces of all perimeter walls, ceilings and floors, kitchen and bathroom fixtures and appliances, lighting, heating and air-conditioning components included as part of the Unit, and the exposed surfaces (but not structural components) of Limited Common Elements. Each Unit Owner shall do all redecorating, painting and varnishing which may at any time be necessary to maintain such good appearance and condition and shall be responsible for replacing light bulbs located within Limited Common Elements and for replacing all broken windows or damaged screens within said Unit Owner's Unit. Each Unit Owner promptly shall report to the Board of Directors or the managing Agent any defect or need for repairs for which the Unit Owners' Association, its successors and assigns, is responsible.

(2) Each Unit Owner shall perform normal maintenance to any Limited Common Element balcony, deck, porch or stoop appurtenant to such Unit Owner's Unit and shall keep such Limited Common element in a clean, safe and sanitary condition, free and clear of snow, ice and any accumulation of water and debris.

(3) Each Unit Owner shall be responsible for all damage to any and all other Units or to the Common Elements resulting from such Unit Owner's failure to maintain or make any of the repairs required to be made pursuant to this Section. Each Unit Owner also shall be responsible for any cost and expense charged to such Unit Owner under Article V, Section 5.1 of the Declaration, and the expenses of any maintenance, repair and/or replacement of any of the Common Elements, including the Limited Common Elements, if in the opinion of not less than majority of the members of the Board of Directors such expense was

necessitated by the negligence, misuse or neglect of any Unit Owner(s), or of any member(s) of such Unit Owner's household or invitee(s) of such Unit Owner(s). All structural repairs or replacements of any and all Common Elements, including the Limited Common Elements, made pursuant to this paragraph shall be made by the Unit Owners' Association, but the cost thereof shall be borne by the party(ies) responsible therefor as herein provided.

(c) Manner of Repair and Replacement. All repairs and replacement shall be substantially similar to the original construction and installation and shall be of first-class quality.

(d) Chart of Maintenance Responsibilities. Notwithstanding, the general provisions for maintenance set forth in subsection (a) and (b), specific maintenance responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as Exhibit A hereto.

Section 2. Right of Access. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his or her Unit, including without limitation the right of access provided by Section 703.32 of the Act, to the Unit Owners' Association, the Board of Directors or the Managing Agent, their respective agents and employees, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Declaration, these Bylaws, the Rules and Regulations or any Eligible Mortgage, provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time or not. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

Section 3. Additions, Alterations or Improvements.

(a) By the Unit Owners' Association. Whenever the Common Elements shall require any construction, installation, placement, addition, alteration or improvement costing in excess of Ten Thousand Dollars (\$10,000.00) and such construction, installation, placement, addition, alteration, or improvement shall not have been vetoed by the Unit Owners' Association, the Board of Directors shall proceed with such

construction, installation, placement, addition, alteration or improvement and shall assess all Unit Owners for the cost thereof as a Common Expense. Emergency repairs, however, necessary to prevent or correct conditions involving manifest danger to life or property, or for the preservation and safety of the Condominium, or for the safety of the Unit Owners, or required to avoid the suspension of any necessary service to the Condominium, may be made by the Board of Directors on behalf of the Unit Owners' Association without prior notice to the Unit Owners, regardless of the cost limitations imposed by this Section. Any construction, installation, placement, addition, alteration or improvement costing Ten Thousand Dollars (\$10,000.00) or less may be made by the Board of Directors on behalf of the Unit Owners' Association without prior notice to the Unit Owners or providing the Unit Owners with an opportunity to veto any such construction, installation, placement, additions, alteration or improvement and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing provisions of this Section, if in the opinion of not less than a majority of the members of the Board of Directors any addition, alteration or improvement is or shall be exclusively or substantially exclusively for the benefit of any Unit Owner or Owners requesting the same, such requesting Unit Owner(s) shall be assessed therefor in such proportion as they jointly shall approve, or, if they are unable to agree thereto, in such proportion as may be determined by the Board of Directors.

(b) By the Unit Owners. No Unit Owner shall make any addition, alteration or improvement in or to his or her Unit which will or may impair the structural integrity or mechanical, electrical or plumbing systems of any of the Buildings or of the Condominium, and interior partitions contributing to the support of any Unit and no Building shall be altered or removed. No Unit or Owner shall make any addition, alteration or improvement, or shall change the appearance of the "Common Elements or the exterior appearance of any Unit (including without limitation doors and windows) without prior approval obtained in accordance with the terms and provisions of Section 4 hereof. If application to any governmental authority for a permit to make an addition, alteration or improvement requires execution by the Unit Owners' Association and, if applicable, provided consent of the Board of Directors has been given, then the application shall be executed on behalf of the Unit Owners' Association by the Board of Directors or any officer designed by the Board of Directors, without, however, incurring any liability to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom. The foregoing provisions of this paragraph shall not apply to Units owned by the Declarant before deed of conveyance to such Units shall have been delivered. The Declarant shall have the right to make any such

alterations without the consent of the Board of Directors or any Unit Owner or Eligible Mortgagee, and the Board of Directors shall execute any such application required to accomplish the same.

Section 4. Design Review Committee.

(a) Design Review Committee. The Design Review Committee shall be composed of three (3) Unit Owners or representative of Declarant appointed by the Board of Directors, one of whom shall be a member of the Board of Directors or, in the event the Board elects not to appoint a separate Design Review Committee, the term "Design Review Committee" shall refer to the Board.

(b) Construction/Modification of Units, Common Elements and Improvements on the Property. No Unit Owner shall make any addition, alteration, or improvement including, without limitation, repairing or revarnishing or changing the appearance of the Common Elements or the exterior appearance of any Unit (including, without limitation, doors, windows, mailboxes, and/or landscaping) until a written request setting forth the details of the addition, alteration, improvement or change shall have been submitted to and approved in writing as to harmony of external design, soundness and visual aesthetics by the Design Review Committee, which approval may be approved or denied in the Design Review Committee's sole discretion. The Design Review Committee may not approve any addition, alteration, improvement or change unless such addition, alteration, improvement or change complies with the Act, the Declaration, these Bylaws, and the then current Rules and Regulations.

(c) Guidelines. The Design Review Committee may, subject to the approval of the Board of Directors, develop and promulgate policy guidelines for the application of the design review provisions set forth herein. The policy guidelines may include review procedures, aspects and objectives of review, and principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property. The policy guidelines are intended to assist the Design Review Committee and the Unit Owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the Unit Owners and subject to the approval of the Board.

(d) Submittal Requirements. Unit Owners requesting approval pursuant to this Section may be required to submit such supplemental information, including plans and specifications, containing such additional detail as the Design Review Committee may reasonably request.

(e) Procedure. Within thirty (30) days after the receipt by the Design Review Committee of all of the information requested from a Unit Owner in connection with any proposed addition, alteration, or improvement, the Design Review Committee shall, in a writing to such Unit Owner, approve, approve with specified conditions, or refuse the Unit Owners' request with respect to any such addition, alteration or improvement.

(f) Appeal. Any action, ruling or decision of the Design Review Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board of Directors may modify or reverse any such action, ruling or decision.

(g) Violations. The Board of Directors shall have the power to impose reasonable fines and to issue a cease and desist request to any Unit Owner, his/her guests, invitees, or lessees whose actions are inconsistent with the provisions of this Section in accordance with the terms and provisions of Article XIII hereof.

(h) Conditional Use Resolution. All actions and approvals of the Design Review Committee shall at all times be in exact conformity with the provisions of the "Conditional Use Resolution" referred to in Article XIV, Section 6.

Section 5. Use of Units and Common Elements. Each Unit and the Common Elements shall be occupied and used in accordance with the provisions of Article VI of the Declaration as follows:

(a) A Unit Owner may use a portion of a Unit for a home office, or studio, provided, that such use is consistent with all valid laws, the residential zoning ordinances and regulations of all governmental agencies having jurisdiction in respect of the Condominium, and that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner, and provided, further, that in no event shall any part of the Condominium be used as a school or music studio. Except for such home office or studio use, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted in any Unit. Nothing in these Bylaws shall be construed to prohibit the Declarant from using any Unit owned or leased by Declarant for promotional, marketing or display purposes, or from using any appropriate portion of the Common Elements for closing of sales of Units and for marketing, promotional and customer services purposes.

(b) No Unit shall be leased or rented for less than an initial term of three (3) months or time-share or otherwise for transient purposes. No portion of any Unit (other than the entire Unit) shall be leased for any period, except that a reasonable number of roommates shall be permitted. No Unit Owner shall lease a Unit other than by written instrument which shall (i) require the tenant thereunder to comply with the Act, the Declaration, these Bylaws and the Rules and

Regulations, as any of the same from time to time may be amended, (ii) provide that any failure to so comply shall constitute a default thereunder, and (iii) provide that the Board of Directors shall have the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder upon forty-five (45) days prior written notice to the Unit Owner in the event of a default in the performance by tenant under the lease. The Board of Directors may require a standard form lease for use by all Unit Owners. Promptly following the execution of any lease of a Unit, the Unit Owner of such Unit shall deliver a conformed copy thereof to the Board of Directors. The foregoing provisions of this paragraph, except the restriction against use or occupancy for transient purposes, shall not apply to Units owned by the Association, or the Declarant.

(c) Nothing shall be done or kept in any Unit or in on the Common Elements which will increase the rate of insurance for the Condominium, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in a Unit or in or on the Common Elements which will result in the cancellation of insurance on the condominium or which would be in violation of any public law, ordinance or regulation. No waste will be committed in, or or to the Common Elements. Nothing herein shall in any way be deemed to limit or proscribe the activites of the Declarant.

(d) All resident vehicles, trailers, campers, recreational vehicles, all terrain vehicles, snowmobiles, motorcycles, boats, trailers, personal watercraft (e.g. jet skis) and similiar equipment shall be parked on the site and not on the street. All such equipment (except motor vehicles), parked on the site, shall parked inside a garage. Such items may not be parked in the side yards, back yards, front yards or driveways. The residents of each dwelling unit may only park one vehicle outside of the garage designated for that unit. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.

(e) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed two per Unit without the approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding.

(f) Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium upon three (3) days' written notice from the Board of Directors. Pets shall not be permitted upon the Common elements unless accompanied by a

responsible person. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold harmless the Condominium, the Unit Owners' Association, each Unit Owner, the Board of Directors, the Managing Agent, and the Declarant from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered and inoculated as required by law. Juneau County, its representatives, agents or independent contractors are authorized to enter into the Condominium and enforce any applicable ordinances, rules and regulations with respect to animals promulgated by said County.

(g) No Unit, shall be subjected to or used for any fractional interest ownership, cooperative, licensing or other arrangement or periodic occupancy by multiple unit owners, cooperators, licensees, or fractional interest owners.

(h) The Common Elements shall be used only for the furnishing of the services and facilities for which they reasonably are suited and which are incident to the use and occupancy of the Units.

(i) No fences may be erected in the Condominium except for those fences erected by the Declarant or with the prior written consent of the Board of Directors.

(j) No satellite receiving systems or stations or exterior antennae of any kind shall be maintained on a Unit or upon the Common Elements, except for any master antennae or systems which may be provided by the Declarant, or with the prior written consent of the Board of Directors.

(k) No person may post any advertisement, poster or sign of any kind on the exterior of a Unit or in the windows of a Unit, except as permitted by the Board of Directors or when required by law; provided, however, that any sign permitted by the Board of Directors or required by law shall not under any circumstances be larger than 2' by 2'. The right is reserved by the Declarant or its agents to use any unsold Unit or Units or any Unit or Units leased by the Declarant for model, sales and/or rental offices and/or for any other lawful purpose or purposes, and to display "For Sale" and "For Rent" signs of any size on the Common Elements, or on any such Unit or on the Building where such Unit is located, and the right is hereby given to any Eligible Mortgagee who may become the fee simple owner of any Unit to place such signs on any Unit owned by such Eligible Mortgagee.

Section 6. Rules and Regulations. Rules and Regulations concerning the operation and use of the Common Elements may be promulgated, amended and/or repealed by the Board of Directors, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act, the Declaration or these Bylaws. Copies of

and changes to the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.

ARTICLE VIII

Alienation of Condominium Units

Section 1. No Severance of Ownership. Except to the extent otherwise expressly provided by the Declaration, these Bylaws or the Act, the undivided interest in the Common Elements allocated to any Unit shall not be altered and any purported transfer, encumbrance or other disposition of such interest without the Unit or to which it appertains shall be void.

Section 2. Resales of Units.

(a) Resales of Units by Unit Owners other than the Declarant are governed by law. Section 703 of the Condominium Act requires a Unit Owner other than the Declarant to obtain from the Unit Owners' Association and to furnish to his or her purchaser prior to the contract date of disposition certain financial and other statements and assurances concerning the Unit and the Condominium. In the absence of a written agreement to the contrary, the failure of the Unit Owners' Association to provide such statement and assurances in the manner and within the time period provided by the Act, shall render, at the option of the purchaser, the contract of purchase void. The Act imposes other obligations on Unit Owner and contains additional provisions concerning Unit Owners other than the Declarant, purchasers and Unit Owners' Association in connection with the sale of a Unit. All Unit Owners are directed to the Act, including, specifically, but without limitation Section 703.33, prior to entering into a contract for the resale of a Unit.

(b) No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he or she shall have paid in full to the Association all unpaid common expenses theretofore assessed by the Board of Directors against his or her Unit.

Section 3. Leasing of Units.

Leases of Units by Unit Owners other than the Declarant are governed by Section 5(b) of Article VII of these Bylaws and Article VII of the Declaration.

Section 4. Financing of Purchase of Units by Association.

(a) Acquisition of Units by the Unit Owners' Association or its designee, on behalf of all Unit Owners, may be made from the working capital and assessments for Common Expenses in the hands of the Board of

Directors, or if such funds are insufficient, the Unit Owners' Association may borrow money to finance the acquisition of such Unit; provided, however that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit so to be acquired by the Unit Owners' Association. Title to any real or personal property acquired by the Unit Owners' Association shall be taken in the name of the Unit Owners' Association. The Unit Owners' Association shall act to borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181, Wisconsin Statutes.

(b) In the event that a Unit shall be acquired by the Unit Owners' Association or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

ARTICLE IX

Insurance

Section 1. General Requirements.

(a) Each policy of insurance purchased by the Board of Directors pursuant to this Article shall provide to the fullest extent applicable as follows:

(1) The named insureds under such policies shall be the Unit Owners' Association as trustee for each of the Unit Owners in accordance with each Unit Owners' Percentage Interest, the Insurance Trustees, the Board of Directors, the Managing Agent and their authorized representatives, as their interests may appear;

(2) In no event shall any such insurance be brought into contribution with insurance purchased by individual Unit Owners or their Eligible Mortgagees;

(3) The insurer waives (i) any right to claim by way of subrogation against the Unit Owners' Association, the Board of Directors, the Managing Agent or the Unit Owners, and their respective agents, employees, invitees and, in the case of the Unit Owners, the members of their households; and (ii) any defense based upon co-insurance or upon any invalidity arising from the acts of the insured;

(4) Such policy shall not be cancelled, invalidated or suspended due to the act or omission of any Unit Owner (including any member of his or her household and his or her invitees, agents and employees) or of any member, officer or employee of the Board of Directors or the Managing Agent;

(5) Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten

(10) days' prior notice to the Board of Directors and the Managing Agent, if any, and in the case of physical damage insurance, to all Eligible Mortgagees and Unit Owners to whom certificates, subpolicies or endorsements have been issued;

(6) Any "no other insurance" clause contained in the master policies shall expressly exclude individual Unit Owners' policies from its operation; and

(7) The master policy shall contain a standard mortgagee clause, without contribution, in favor of each Eligible Mortgagee, its successors and assigns, to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors.

(b) All policies of insurance shall be written by companies with a financial rating of A or better under Best's Rating Guide (or any comparable rating under a revised rating guide).

Section 2. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a blanket all-risk policy of physical damage insurance, with extended coverage, insuring the entire Condominium (excluding only betterments and improvements supplied or installed by or other personal property of the Unit Owners in the Units), together with all heating and air-conditioning equipment and other service machinery contained therein, and covering the interests of the Unit Owners' Association, the Board of Directors and all Unit Owners and their Eligible Mortgagees, as their interest may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors contained in this Article, in an amount equal to one hundred percent (100%) of the full replacement value of the Condominium based on the then current replacement cost (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation. Such insurance shall contain the following endorsements to the extent obtainable: (i) Special Condominium Endorsement; (ii) Agreed Amount and Inflation Guard Endorsement; (iii) Construction Code Endorsement; (iv) Demolition Cost Endorsements; (v) Contingent Liability from Operation of Building Laws Endorsement; and (vi) Increased Cost of Construction Endorsement. Such policy of physical damage insurance shall also provide or include to the extent obtainable that the insurer will issue to each Unit Owner a certificate or subpolicy specifying the portion of such policy allocated to his or her Unit and the Percentage Interest of such Unit in the Common Elements. The amount of such coverage shall be reviewed annually

by the Board of Directors with the assistance of the insurance company affording such coverage and such coverage shall be redetermined when and as the Board of Directors deems advisable.

(b) A certificate of insurance or a true and certified copy of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums shall be delivered by the insurer to any mortgagee so requesting the same.

Section 3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general public liability and property damage insurance in such limits as the Board of Directors from time to time may determine in accordance with this Section, insuring each member of the Board of Directors, the Unit Owners' Association, and each Unit Owner against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain to the extent obtainable: (i) libel, slander, false arrest and other personal injury offenses coverage; (ii) medical payments coverage; (iii) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured; (iv) hired and non-owned vehicle coverage; (vii) broad form property damage coverage; (viii) coverage for liability resulting from law suits related to employment for liability resulting from law suits related to employment contracts in which the Unit Owners' Association is a party; and (ix) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of the negligent acts of the Unit Owners' Association, the Board of Directors, or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be written in an amount less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of umbrella liability insurance in excess of primary limits in the discretion of the Board of Directors also maybe obtained.

Section 4. Other Insurance. The Board of Directors shall obtain and maintain:

(a) Directors and officers liability coverage and fidelity bond coverage to protect against wrongful and dishonest acts on the part of the officers, directors, employees and other agents of the Unit Owners' Association, who either handle or are responsible for handling the funds held or administered by the Unit Owners' Association. Fidelity bonds shall (i) name the Unit Owners' Association as an obligee; (ii) be written in such amounts as from time to time shall be required by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage

Association; (iii) contain waivers of any defense based upon the exclusion for persons who serve without compensation from any definition of "employee" or similar expression; and (iv) include provision for ten (10) days' written notice to the Association and each servicer of any Mortgage owned by the Federal National Mortgage Association before the bond can be cancelled or substantially modified;

(b) If the Condominium is located in an area at any time designated as having special flood hazards, a blanket policy of flood insurance in an amount equal to one hundred percent (100%) of the insurable value of all Buildings and other insurable property located in the flood hazard area, based upon the then replacement cost, or the maximum coverage available under the National Flood Insurance Administration Program, as amended, whichever is less;

(c) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and

(d) Such other insurance as the Board of Directors may determine, or as may be requested from time to time by a majority of the votes of the Unit Owners, or as required by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or by law.

Section 5. Separate Insurance. Each Unit Owner shall have the right, at such Owner's expense, to obtain insurance for his or her own Unit and for his or her own benefit and to obtain insurance coverage upon such Unit Owner's personal property and for such Unit Owner's personal liability as well as upon any permitted betterments and improvements made by such Unit Owner to his or her Unit.

Section 6. Board of Directors as Agent. By acceptance of the deed to his or her Unit, each Unit Owner shall be deemed to have appointed the Unit Owners' Association as his or her attorney-in-fact for the purpose of purchasing and maintaining the above-described policies of insurance, including, where applicable, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

ARTICLE X

Repair and Reconstruction After Fire or Other Casualty

Section 1. General Requirements.

(a) When Repair and Reconstruction are Required. Except as provided in paragraph (b) of this Section, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only

betterments and improvements supplied or installed by or other personal property of the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his or her own Unit.

By acceptance of the deed to a Unit, each Unit Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Unit Owners' Association by unanimous consent pursuant to Section 15, Article II of these Bylaws and shall constitute the determination by the Unit Owners and the Association to repair or reconstruct as required by the Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Unit Owners, then the vote of one Unit Owner shall be sufficient to determine to repair or reconstruct.

(b) When Reconstruction is not Required. If the Condominium is destroyed by fire or other casualty to an extent more than the available insurance proceeds and if within one hundred twenty (120) days after the date of such destruction Unit Owners owning units to which at least seventy-five percent (75%) of the votes in the Unit Owners' Association appertain and Eligible Mortgagees holding two-thirds (2/3) of all Eligible Mortgages owned in the Condominium agree to waive and terminate the Condominium regime, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund, and distributed by the Board of Directors among all the Unit Owners in proportion to their respective Percentage Interests, after first paying out of their respective Percentage Interests, after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Unit Owners' Condominium Unit, in the order of the priority of such liens. Until the execution of judgment partitioning the Condominiums, each Unit Owner, and his or her heirs, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted his or her Unit.

Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board of Directors shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary or desirable.

(b) Casualty Assessments. If the proceeds of insurance maintained by the Board of Directors are not sufficient to defray the

estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, the funds for the payment thereof are insufficient, special casualty assessments in sufficient amounts to provide payment of such costs shall be levied by the Board of Directors. Such special casualty assessments shall not be allocated among Units in the manner provided in Section 6 of Article VI hereof (relating to special assessments relating to repair or replacement of Limited Common Elements), but shall instead be deemed to be a general obligation of all Unit Owners; accordingly, the Board of Directors shall levy such special casualty assessments against all Unit Owners in proportions to the respective Percentage Interests of all Units. Special casualty assessments shall not require the approval of the Unit Owners' Association, anything in these Bylaws to the contrary notwithstanding.

(c) Determination Amount of Special Casualty Assessment; Use of Reserve Funds. If the Board of Directors determines that the repair or reconstruction of any portion of the Condominium (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any reserve fund at its then current level, the Board of Directors may utilize such reserve fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment. Any savings resulting therefrom shall be attributed to the Unit Owners owning Units benefitted by any such reserve fund.

(d) Plans and Specifications. Any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the condominium originally was constructed, subject to the requirement of applicable law at the time of such reconstruction or repair.

Section 3. Disbursements.

(a) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections of special casualty assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners who paid special casualty assessments levied pursuant to Section 2 of this Article in proportion to their payments, and if special casualty assessments were not levied, any balance shall be disbursed in the same

manner as surplus common assessments are disbursed pursuant to Section 4 of Article VI hereof.

(c) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and the balance, if any to the cost of replacing and repairing the Units.

Section 4. Common Elements. When Reconstruction Is Not Required. If the Board of Directors elects not to repair insubstantial damage to the Common Elements, the Board of Directors shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Percentage Interests.

ARTICLE XI

Condemnation

In the event of a taking under the power of eminent domain, the allocation of the award and the obligation of the Association to repair or reconstruct shall be as set forth in Section 703.19 of the Act, as amended or renumbered from time to time.

ARTICLE XII

Mortgagees

Section 1. Notices. Whenever so requested in writing by an Eligible Mortgagee, the Board of Directors promptly shall report to such Eligible Mortgagee (a) any sixty (60) day delinquency in the payment of assessments due by the Unit Owner of the Mortgaged Unit, (b) any material damage to such Unit or to the Common Elements, and of any condemnation or similar proceeding which may affect the Eligible Mortgagee, (c) any lapse, cancellation or material modification or any insurance policy or fidelity bond maintained by the Association, and (d) any proposed action requiring the consent of Eligible Mortgagees in the Section of the Declaration captioned "Approval of Mortgagees".

Section 2. Representation at Association Meetings. All eligible Mortgagees or their representatives shall be entitled to attend meetings of the Unit Owners' Association and shall have the right to speak thereat.

ARTICLE XIII

Compliance and Default

Section 1. Unit Owners Subject to Act, Declaration, Bylaws and Rules and Regulations. All Unit Owners shall be governed by and shall comply with the provisions of the Act, the Declaration of Covenants, Conditions and Restrictions, the Declaration, these Bylaws and the Rules and Regulations, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Unit Owners' Association or an aggrieved Unit Owner to the relief as provided in this Section.

Section 2. Legal Proceedings. An action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in these Bylaws or in the Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, may be sought by the Unit Owners's Association, the Board of Directors, or if appropriate, by any aggrieved Unit Owner and shall not constitute an election of remedies.

Section 3. Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

Section 4. Fines. The Board of Directors may levy reasonable fines against Unit Owners for violations of the Rules and Regulations, the Condominium Documents or the Act by the Unit Owner, his or her family member, guests, invitees, employees and/or agents. No fine may be levied for more than one percent (1%) of such Unit Owner's annual assessment for any one violation; but each day a violation continues after notice is given to the Unit Owner is a separate violation. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until hearing before the Board of Directors is held. Fines are special assessments and shall be collectible as such.

Section 5. No Waiver of Rights. The failure of the Unit Owners' Association or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Act, the Declaration, these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Unit Owners' Association or such Unit Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Unit Owners' Association or to any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of

remedies, nor shall it preclude the party exercising the same from exercising such rights as may be granted to such party by the Condominium Act, the Declaration, these Bylaws or the Rules and Regulations, or at law or in equity. A suit to recover a money judgment for unpaid assessments shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

Section 6. Abatement and Enjoyment of Violations by Unit Owners.
The violation of any Rule or Regulation adopted by the Board of Directors, or any breach of these Bylaws adopted by the Board of Directors, or any breach of these Bylaws or the breach of any provision of the Act or the Declaration shall give the Unit Owners' Association the right, in addition to any other rights set forth in these Bylaws (i) to enter the Unit in which or as to which such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that constitutes such violation and the Board of Directors shall not thereby be deemed guilty in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, as provided by law.

Section 7. Grievance Procedure.

(a) The Board of Directors or any Unit Owner may file a written complaint with the Secretary of the Unit Owners' Association against another Unit Owner or the Association for violation of the Act, the Declarations, these Bylaws and any Rules and Regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefor and the hearing procedure to the Unit Owner complained of by personal delivery or by certified mail, return receipt requested. The Unit Owner complained of may within fifteen (15) days of the delivery or mailing of the notice file a written answer with the Secretary admitting or denying the allegations or the notice. If, within the time period allowed, the Unit Owner complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the Unit Owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Grievance Committee to be held no more than thirty (30) days, but not less than fourteen (14) days, after delivery or mailing of a notice of hearing to the parties.

(b) Upon delivery or mailing of the notice of hearing, the President of the Unit Owners' Association shall appoint a Grievance Committee of not less than three members. The Grievance Committee shall be taken from Unit Owners who are not members of the Board of Directors, relatives of the Unit Owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

(c) The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining Unit Owner. The parties and the Grievance Committee shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each Unit Owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within seven (7) days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the Unit Owners.

(d) Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the Bylaws, impose a fine as described in Section 4 above.

ARTICLE XIV

Miscellaneous

Section 1. Amendments. These Bylaws may be amended by the agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Unit Owners' Association appertain and in the manner provided by Section 703.10(5) of the Act. No such amendment shall be effective until an affidavit of an Officer of the Unit Owners' Association setting forth said amendment and stating that the requisite number of Unit Owners have consented to such amendment is recorded in the Office of the Register of Deeds for Juneau County, Wisconsin. No amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Act, or the Declaration. An amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Condominium, and all Unit Owners shall be bound to abide by such modification or amendment. Anything herein to the contrary notwithstanding, and subject to any limitation imposed by the Act (with specific reference to Section 703.10 thereof), and except as required to comply with the requirement of the Federal Home Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit,

(i) so long as the Declarant is the only Unit Owner, the Declarant may amend these Bylaws without the consent or approval of any party;

(ii) so long as the Declarant shall be the Unit Owner of Units to which at least twenty-five percent (25%) of the Percentage Interests in

the Unit Owners' Association appertain (determined in accordance with Section 1(e) of Article IV and so long as not less than ten (10) years has expired from the date of the first conveyance to any purchases of any Unit in the Condominium, Section 1 of Article IV shall not be amended without the consent in writing of the Declarant;

(iii) so long as the Declarant owns one or more Units, no amendment to these Bylaws shall be adopted that could unreasonably interfere with the sale, lease or other disposition by the Declarant hereunder or which would impose any discriminatory charge or fee against the Declarant;

(iv) no amendments to these Bylaws shall be adopted that could abridge, modify, eliminate or otherwise affect any privilege granted or reserved by the provisions of these Bylaws to Eligible Mortgagees; and

(v) this Section 1 shall not be amended except with the unanimous agreement of all of the Unit Owners in the Unit Owners' Association.

Section 2. Execution. Unless otherwise provided by a resolution of the Board of Directors, any documents or instruments, including, without limitation, amendments to these Bylaws or the Declaration, executed on behalf of the Unit Owners' Association shall be properly executed if signed by the President or Vice President and attested to by one other officer of the Unit Owners' Association.

Section 3. Notices. Except as otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid, or otherwise as the Act may require or permit, (i) if to a Unit Owner, at the address that the Unit Owner shall designate in writing and filed with the Secretary, or if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Unit Owners' Association, the Board of Directors, at such address as shall be designated by note in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 4. Invalidity. The invalidity of any portion of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 5. 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 Bylaws or the intent of any provision hereof.

Section 6. Mauston Conditional Use Resolution. These Bylaws and all actions in furtherance of these Bylaws shall at all times be in conformity with the "Conditional Use Resolution" of the City of Mauston, recorded July 17, 2000, in Volume 552 Records, page 696, et sequence, Register of Deeds Records, Juneau County, Wisconsin, as Document #365942.

IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed the 20 day of November, 2000.

NORTHLIGHT CONDOMINIUM OWNERS' ASSOCIATION, INC.

BY: Marvin R. Havlik
Marvin R. Havlik, President

BY: Nancy A. McCullick, Sec
Nancy McCullick, Secretary

STATE OF WISCONSIN]
] ss.
COUNTY OF JUNEAU]

Personally came before me this 20 day of November, 2000, the above named Marvin R. Havlik and Nancy McCullick, as President and Secretary respectively of Northlight Condominium Owners' Association, Inc., to me known to be the officers who executed the foregoing on behalf of said corporation and acknowledged the same.

Thomas J. McNally
Thomas J. McNally
Notary Public
State of Wisconsin
My Commission is permanent

This instrument was drafted by:

Attorney Thomas J. McNally
W5254 McNally Road
Necedah, WI 54646
608/565-2306

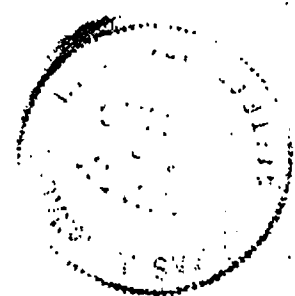


CHART OF MAINTENANCE RESPONSIBILITIES

ITEM	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Driveway	X	
Mailbox		X
Garage Coach Lights (electricity)		X
Garage Lights (interior electricity).		X
Landscaping - Front	X	
Landscaping - Sides	X	
Landscaping - Rear	X	
Sewer System (maintenance of laterals)	X	
Sewer System and Water Fees		X
Water System.		X
Garage Door and Related Mechanical Equipment, if any		X
Entryway Lights (light bulbs)		X
Entryway Lights (electricity)		X
Screens (house and porch)		X
Windows		X
Sliding Glass Doors		X
Sidewalks/Walkways.	X	
Stoop/Steps (maintenance)		X
Stoop (structural maintenance).	X	
Balconies (structural).	X	
Balconies (maintenance)	X	
Screen and Storm Window Enclosures.		X
Roof Repair	X	
Gutters/Leaders	X	
Fences/Walls.	X	
Front Door.		X
Vinyl Siding (maintenance).	X	
Exterior Painting	X	
Natural Gas System (within unit).		X
Screened Porches (maintenance, (structural exterior & interior)		X
T.V. Cable System (to building)	X	
T.V. Cable System (within building & units)		X
Individual Heating and Air Conditioning Units.		X
Garbage Pickup.		X

RECORDED
March 22, 2013 8:00 AM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00
TOTAL PAGES: 7

STATUTORY RESERVE ACCOUNT STATEMENT
AND
FIRST AMENDMENT TO
DECLARATION OF
NORTHLIGHT CONDOMINIUM
AND
BYLAWS FOR
NORTHLIGHT CONDOMINIUM OWNERS'
ASSOCIATION, INC.

This Document Prepared by and
When Recorded Return to:

Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703

HTJ-21387

See Exhibit A

Parcel Number

12

STATUTORY RESERVE ACCOUNT STATEMENT
AND
FIRST AMENDMENT TO
DECLARATION OF
NORTHLIGHT CONDOMINIUM
AND
BYLAWS FOR
NORTHLIGHT CONDOMINIUM OWNERS' ASSOCIATION, INC.

This STATUTORY RESERVE ACCOUNT STATEMENT AND FIRST AMENDMENT TO DECLARATION OF NORTHLIGHT CONDOMINIUM AND BYLAWS FOR NORTHLIGHT CONDOMINIUM OWNERS' ASSOCIATION, INC. is executed by the requisite minimum number of percentage interests held by Unit Owners of Northlight Condominium (the "Condominium") and members of the Northlight Condominium Owners' Association, Inc., in the City of Mauston, Juneau County, Wisconsin as of October 1, 2012 (this "Agreement"). Capitalized terms used herein which are not defined herein shall have the meaning assigned to such terms in the Declaration (defined below).

RECITALS:

A. Northlight Development, LLC, a Wisconsin limited liability company (the "Declarant") created Northlight Condominium pursuant to a certain Declaration of Northlight Condominium dated November 20, 2000 and recorded with the Juneau County Register of Deeds on November 21, 2000 as Document Number 368603 (the "Declaration"). Volume 562 Page 001

B. Further, the Declarant formed Northlight Condominium Owners' Association, Inc., by filing Articles of Incorporation on November 27, 2000, effective November 21, 2000 (the "Association") which Association is governed by certain Bylaws of Northlight Condominium Owners' Association, Inc. ("Bylaws") which were recorded as an attachment to the Declaration.

C. The Association has not yet filed a Statutory Reserve Account Statement.

D. The Association would like to make certain amendments to the Declaration and the Bylaws.

AGREEMENTS:

NOW THEREFOR, the Unit Owners hereby make the following Statutory Reserve Account Statement and amend the Declaration and Bylaws as follows:

1. Statutory Reserve Account Statement. The Unit Owners elect not to establish a Statutory Reserve Account. Future expenditures for the repair and replacement of Common Elements, as defined in Section 1.2(g) of the Declaration shall be funded by (a) any surpluses, as provided in Section 5.2 of the Declaration or (b) by Special Assessments, as defined in Section 6 of the Bylaws.

2. Board Members. The Unit Owners have determined that due to the small number Unit Owners in the Condominium, the provisions in the Declaration and Bylaws requiring five (5) Board Members are changed to require only three (3) Board Members. All Board Members will serve two (2) year terms. Elections for the Board Members will be held at every other annual meeting. The Owner(s) of each Unit shall be entitled to vote for three (3) Board Members from the list of nominees. The nominees holding the most votes will be deemed elected to the Board of Directors. In the case of a tie, a revote will be held for the tied seat only.

3. Annual Meeting. The Annual Meeting of the Members of the Association shall be held on the second Tuesday of April. The Annual Meeting of the Board of Directors shall immediately follow the Annual Meeting of the Members of the Association.

4. Form of Budget. The Unit Owners have determined that, due to the fact that the Declaration and Bylaws were not drafted to consider the possibility that the Declarant would only build one (1) of the two (2) planned buildings, and, therefore, only eight (8) of the planned sixteen (16) Units were actually built, the method by which general and special assessments are calculated is inconsistent with the value of the Units that were built compared to the Units that are not built and inconsistent with the contribution to expenses from the un-built Units. Therefore, until the remaining eight (8) Units are built, the annual budget shall be adjusted such that the un-built Units will not be responsible for any costs associated with the upkeep of existing improvements, including the existing building and any parts thereto or any of the paved areas, including any reserves assessed to the Unit Owners for future costs associated with the repair or replacement of the improvements or any new improvements to the Common Elements. If the Unit Owners of the un-built eight (8) Units determine that they will not build their Units, such decision being within such Unit Owner's sole discretion, the Unit Owners of all eight (8) Units, may, collectively, contribute their Units to the Association for mutually agreeable consideration, or no additional consideration at all, at which time the Association may either (a) unanimously vote to build the last building at its sole cost and expense and sell the resulting newly built eight (8) Units for the benefit of the Association, or, if a unanimous vote in favor of (a) is not achieved, (b) amend and restate the Declaration to provide for a total of only eight (8) Units. Nothing herein shall otherwise prohibit the transfer of the un-built Units at the discretion of the Unit Owners of such Units.

5. Miscellaneous. This Agreement may be executed in a number of counterparts, each executed counterpart constituting an original but all together only one

15

Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Except as modified by this Agreement, all provisions of the Declaration and Bylaws are hereby ratified and confirmed and shall remain in full force and effect.

[Execution Page Follows]

The undersigned execute(s) this Amendment as of the date first written above.

UNITS A-6, 7
AND B-1, 2, 3, 4, 5, 6, 7, 8
OWNER CONSENT:

CAPFINANCIAL PROPERTIES CV2, LLC
By Capital Crossing Servicing Company
LLC, As Attorney-In-Fact

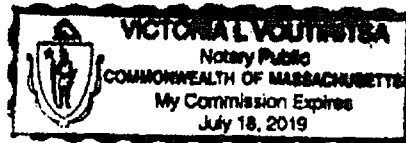
By: [Signature]
Name: Michael A. Wallace
Its: Senior Vice President

ACKNOWLEDGMENT

State of MA)
County of Suffolk) ss.

Personally came before me this Two day of January, 2012, the
above-named Michael A. Wallace, the Senior Vice President
of Capital Crossing Servicing Company, Attorney-In-Fact for CapFinancial Properties
CV2, LLC, known to me to be the person who executed the foregoing instrument and
acknowledged the same on behalf of said limited liability company.

[Signature]
Print Name: Victoria Voutiritsa
County of Suffolk, State of MA
My Commission is ~~expires~~ 7/18/19



18

EXHIBIT A

Legal Description And Parcel Numbers

Units 1-16, inclusive, Northlight Condominium, pursuant to a Declaration of Northlight Condominium executed on November 20, 2000 and recorded with the Juneau Register of Deeds on November 21, 2000 as Document No. 368603. Volume 562 Page 001

PIN NUMBERS:

Building A:

Unit 1: 29-251 1104.01
Unit 2: 29-251 1104.03
Unit 3: 29-251 1104.05
Unit 4: 29-251 1104.07
Unit 5: 29-251 1104.09
Unit 6: 29-251 1104.11
Unit 7: 29-251 1104.13
Unit 8: 29-251 1104.15

Building B:

Unit 1: 29-251 1104.02
Unit 2: 29-251 1104.04
Unit 3: 29-251 1104.06
Unit 4: 29-251 1104.08
Unit 5: 29-251 1104.10
Unit 6: 29-251 1104.12
Unit 7: 29-251 1104.14
Unit 8: 29-251 1104.16

This document drafted by
and should be returned to:

Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, Wisconsin 53701-2018
(608) 229-2200

48

DOCUMENT # 697475

Document Number

Document Title

STATUTORY RESERVE ACCOUNT STATEMENT AND FIRST AMENDMENT TO
DECLARATION OF NORTHLIGHT CONDOMINIUM AND BYLAWS FOR
NORTHLIGHT CONDOMINIUM OWNERS' ASSOCIATION, INC.

RECORDED
March 25, 2013 11:10 AM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00
TOTAL PAGES: 10

Recording Area

Name and Return Address

Melanie S. Lee
Reinhart Boerner Van Deuren, S.C.
22 East Mifflin Street, Suite 600
Madison, WI 53703
HTY-21387

This document is being re-recorded for the purpose of adding additional
consents.

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as
the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the
document.

WRDA Rev. 12/22/2010

249

DOCUMENT # 697402

RECORDED
March 22, 2013 8:00 AM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00
TOTAL PAGES: 7

STATUTORY RESERVE ACCOUNT STATEMENT
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AND
BYLAWS FOR
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ASSOCIATION, INC.

This Document Prepared by and
When Recorded Return to:

Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
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Madison, WI 53703

HTJ-21387

See Exhibit A

Parcel Number

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C. The Association has not yet filed a Statutory Reserve Account Statement.

D. The Association would like to make certain amendments to the Declaration and the Bylaws.

AGREEMENTS:

NOW THEREFOR, the Unit Owners hereby make the following Statutory Reserve Account Statement and amend the Declaration and Bylaws as follows:

14/51

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5. Miscellaneous. This Agreement may be executed in a number of counterparts, each executed counterpart constituting an original but all together only one

X⁶ 92.

Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Except as modified by this Agreement, all provisions of the Declaration and Bylaws are hereby ratified and confirmed and shall remain in full force and effect.

[Execution Page Follows]

10/13/10

The undersigned execute(s) this Amendment as of the date first written above.

UNITS A-6, 7
AND B-1, 2, 3, 4, 5, 6, 7, 8
OWNER CONSENT:

CAPFINANCIAL PROPERTIES CV2, LLC
By Capital Crossing Servicing Company
LLC, As Attorney-In-Fact

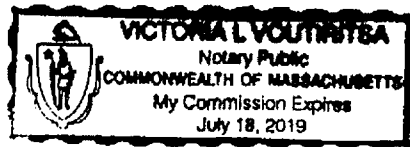
By: [Signature]
Name: Michael A. Wallace
Its: Senior Vice President

ACKNOWLEDGMENT

State of MA)
County of Suffolk) ss.

Personally came before me this 2nd day of January, 2012, the above-named Michael A. Wallace, the Senior Vice President of Capital Crossing Servicing Company, Attorney-In-Fact for CapFinancial Properties CV2, LLC, known to me to be the person who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.

[Signature]
Print Name: Victoria Voutiritsa
County of Suffolk State of MA
My Commission ~~is~~ expires 7/18/19



1754

CERTIFICATION

I, Melanie S. Lee, attorney for CAPFINANCIAL PROPERTIES CV2, LLC and acting secretary for that certain Meeting of the Members on November 13, 2012, does hereby certify that all of the members other than Marilyn Holmes, deceased owner of Unit 4, was present and that the minimum number of votes necessary to approve the attached Statutory Reserve Account Statement and First Amendment to Declaration of Northlight Condominium and Bylaws for Northlight Condominium Owners' Association, Inc. (the "Amendment") were cast in favor of acceptance of the Amendment and that the members of the Northlight Condominium Owner's Association, Inc. (the "Association") did authorize me, as acting secretary of the Association, to record the Amendment.

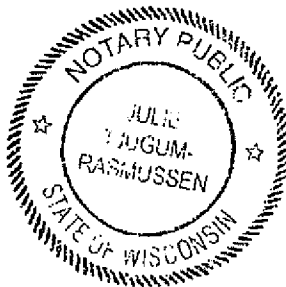
Melanie S. Lee
Melanie S. Lee

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this 20th day of March, 2013, the above-named Melanie S. Lee, the attorney for the majority member of the Association and agent acting as Secretary of the Association, known to me to be the persons who executed the foregoing instrument and acknowledged the same.

Julie Tjugum Rasmussen
Print Name: JULIE TJUGUM RASMUSSEN
County of DANE, State of WI
My Commission is: 12-14-2014



57

The undersigned execute(s) this Amendment as of the date first written above.

UNIT 8 OWNER CONSENT:

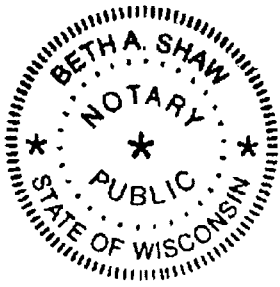
Rebecca A Jensen
Print Name: Rebecca A. Jensen

Print Name: _____

STATE OF Wisconsin
COUNTY OF Juneau) ss.

Personally came before me this 22 day of March, 2013,
Rebecca A - Jensen, who executed the foregoing
instrument and acknowledged the same.

Beth A Shaw
Name: Beth A Shaw
Notary Public, State of Wisconsin
My Commission: 2-9-14



57.

EXHIBIT A

Legal Description And Parcel Numbers

Units 1-16, inclusive, Northlight Condominium, pursuant to a Declaration of Northlight Condominium executed on November 20, 2000 and recorded with the Juneau Register of Deeds on November 21, 2000 as Document No. 368603. Volume 562 Page 001

PIN NUMBERS:

Building A:

Unit 1:	29-251 1104.01
Unit 2:	29-251 1104.03
Unit 3:	29-251 1104.05
Unit 4:	29-251 1104.07
Unit 5:	29-251 1104.09
Unit 6:	29-251 1104.11
Unit 7:	29-251 1104.13
Unit 8:	29-251 1104.15

Building B:

Unit 1:	29-251 1104.02
Unit 2:	29-251 1104.04
Unit 3:	29-251 1104.06
Unit 4:	29-251 1104.08
Unit 5:	29-251 1104.10
Unit 6:	29-251 1104.12
Unit 7:	29-251 1104.14
Unit 8:	29-251 1104.16

This document drafted by
and should be returned to:

Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, Wisconsin 53701-2018
(608) 229-2200