

JUNIPER TRAILS CONDOMINIUM

DECLARATION

OF

CONDOMINIUM

Hillview Estates, Ltd. of La Crosse, Wisconsin, hereinafter referred to as the "Declarant" does hereby declare that the real estate described below is subject to Chapter 703 of the Wisconsin Statutes known as the "Condominium Ownership Act" and to this Condominium Declaration under said Chapter 703. The said real estate and all improvements now or subsequently placed thereon, together with the appurtenances thereto and additional property or units added thereto in the future shall hereinafter be known and described as Juniper Trails Condominium and referred to hereafter as the "Condominium".

1. Description of Land:

The land which is initially the subject of this Declaration and upon which the initial buildings and improvements are and will be located is in La Crosse County, Wisconsin, more particularly described as follows:

A parcel of land located in the Northeast one quarter of the Northwest one quarter (NE $\frac{1}{4}$ -NW $\frac{1}{4}$) of Section Twenty-two (22), Township Fifteen North (T15N), Range Seven West (R7W), City of La Crosse, La Crosse County described as follows:

Commencing at the Northwest corner of said Section 22, Thence North 84° 22' East along the North line of said Section 22, 1566.97 feet to the point of beginning.

Thence South 5° 32' East 100.00 feet to the P.C. of a curve concave to the East with a central angle of 21° and a radius of 239.78 feet.

Thence along the arc of said curve 87.88 feet. The chord of said curve bears South 16° 02' East 87.39 feet.

Thence South 26° 32' East 106.00 feet to the P.C. of a curve concave to the West with a central angle of 65° and a radius of 304.69 feet.

Thence along the arc of said curve 409.70 feet. The Chord of said curve bears South 5° 58' West 327.42 feet.

Thence South 38° 28' West 75.00 feet

Thence South 51° 32' East 70.00 feet

Thence North 78° 28' East 340.00 feet

Thence North 5° 32' West 673.35 feet

Thence South 84° 22' West 325.04 feet to the point of beginning.

Said parcel contains 4.75 acres more or less.

AUG 23 1979

RECORDED

AT 4:30 P. M.
CHARLES R. WHALEY, JR.
REGISTER OF DEEDS
La Crosse County, Wis

-1-

The street addresses of this condominium are as follows:

Unit 1A -	Cliffside Drive
Unit 1B -	Cliffside Drive
Unit 1C -	Cliffside Drive
Unit 1D -	Cliffside Drive
Unit 2A -	Cliffside Drive
Unit 2B -	Cliffside Drive
Unit 2C -	Cliffside Drive
Unit 2D -	Cliffside Drive
Unit 3A -	Cliffside Drive
Unit 3B -	Cliffside Drive
Unit 3C -	Cliffside Drive
Unit 3D -	Cliffside Drive
Unit 4A -	Cliffside Drive
Unit 4B -	Cliffside Drive
Unit 4C -	Cliffside Drive
Unit 4D -	Cliffside Drive
Unit 5A -	Cliffside Drive
Unit 5B -	Cliffside Drive
Unit 5C -	Cliffside Drive
Unit 5D -	Cliffside Drive

Declarant reserves the right to expand this condominium from time to time by subjecting additional property to this Condominium Declaration. The description of the land to which Declarant may expand this condominium is as follows:

The Northeast quarter of the Northwest quarter and all of that part of the Northwest quarter of the Northwest quarter of Section 22, Township 15 North, Range 7 West, Town of Shelby, La Crosse County, Wisconsin situated east of the C.B. & O. right-of-way, together with a parcel of land located in the Southwest onequarter of the Southwest one quarter (SW $\frac{1}{4}$ -SW $\frac{1}{4}$) of Section fifteen (15), Township fifteen North (T15N), Range seven West (R7W), Town of Shelby, La Crosse County, Wisconsin, described as follows: Commencing at the Southwest corner of said Section 15, thence North 84° 22' East along the South line of said Section 15, 346.05 feet (recorded as 344.35 feet) to the point of beginning, thence continue North 84° 22' East 596.77 feet, thence North 4° 02' West, 33.01 feet to the Southwest corner of Lot 75 Second Addition to Cliffside Park Addition, thence South 84° 22' West along the South line of the Second Addition to Cliffside Park Addition, 597.65 feet to the Southeast corner of Lot 120 of said Second Addition to Cliffside Park Addition, thence South 5° 40' East, 33.00 feet to the point of beginning.

AND

A parcel of land located in the Southeast one quarter of the Southwest one quarter (SE $\frac{1}{4}$ -SW $\frac{1}{4}$) of Section fifteen (15), Township fifteen North (T15N), Range seven West (R7W), Town of Shelby, La Crosse County, Wisconsin described as follows: Commencing at the Southwest corner of said Section 15, thence North 84° 22' East along the South line of said Section 15, 1506.97 feet to the point of beginning, thence continue North 84° 22' East 60.00 feet, thence North 4° 45' West 33.00 feet, thence South 84° 22' West 60.00 feet, thence South 4° 45' East 33.00 feet to the point of beginning.

2. Description of Buildings:

Five buildings containing Units A, B, C and D are proposed for construction upon the land in the initial Phase I, with locations as shown on the plat of survey attached hereto as Exhibit 1. The condominium dwelling units in each building are hereinafter called "Units". The buildings are numbered 1 through 5.

The buildings each contain four units. The total number of units in the initial buildings is twenty. Each unit has two levels of living space and a two car garage. The principal materials of which the buildings are and will be constructed are poured concrete and concrete block foundation; wood frame; wood and concrete floors covered by carpeting, ceramic tile and resilient flooring; painted and wallpapered drywall interior walls; wood exteriors; all roofs are asphalt shingle; windows are thermal glazed; wall insulation shall be to R-19 and ceiling insulation shall be to R-38. Each unit has a separate heating and central air conditioning system and a separate water heater. Each unit shall have two and one-half baths. Electricity is separately metered for each unit. Water used or consumed in connection with the occupancy of the unit or in connection with the common park area shall be included in the monthly maintenance charge. Each unit shall have an intercom security system and each garage shall have an automatic door opener with two remote control units.

Declarant reserves the right to expand the condominium by constructing other units on additional lands to be added to the Declaration, in accordance with Chapter 703.26 of the Wisconsin Statutes. The total number of additional units to be added from time to time shall not exceed 172 additional units. The additional units shall be two and three bedroom townhouse units and two bedroom apartment type units.

3. Description of Units:

a. The unit letter of each unit and the approximate area, location, number of rooms, common elements and limited common elements to which it has access are shown on the set of floor plans of a typical building prepared by CBS Homes, Inc., 184 Main Street, La Crosse, Minnesota, attached hereto as Exhibits A, B, C and D and on the plat of survey attached hereto as Exhibit 1. Working drawings and general specifications for the project are on file in the office of the Declarant, 421 Main Street, Suite 400, La Crosse, Wisconsin.

b. The boundaries of each unit shall consist of that part of the cubic area of each building, which is enclosed as follows:

i. The vertical or parametrical boundaries of the unit shall be the plane of the exterior of the respective interior walls of the dwelling (including garage and storage area) extended to an intersection with the upper and lower boundaries.

ii. The upper and lower boundaries of the units shall be:

A. Lower boundaries - the plane of the underside of the floor of the lower level of living space, and

B. Upper boundaries - the plane of the top surface of the upper living area ceiling.

c. It is intended that the structural portions of each building be not included within the boundaries of the units and are therefore common elements to be maintained by the Condominium Association.

d. If any portion of the common or limited common elements and facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common elements as a result of the construction of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, a unit, any adjoining unit, or any adjoining common or limited common element shall be partially or totally destroyed as a result of casualty loss or as a result of eminent domain proceedings, and then rebuilt, any resulting encroachment on a part of the common or limited common elements and facilities upon any unit or any unit upon any other unit or upon any part of the common or limited common elements and facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist so long as the building stands. In interpreting the attached exhibits the existing physical boundaries of a unit or of a unit which is reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the dimensions expressed in the attached exhibits, regardless of minor variances between boundaries shown on the attached plans and those of the building.

4. Description of Common Elements and Facilities:

The common elements and facilities shall include all of the condominium except its units and shall include but not be limited to the following: land, walks, driveways, shrubs and trees not included in limited common elements.

5. Description of Limited Common Elements:

A 10 foot strip of land extending perpendicular from the exterior walls of each unit on the front and rear of each unit the interior courtyards of units B and C and a 10 foot strip on the exterior sites of units A and D extending 10 feet beyond the front and rear of said units. The limited common elements are shown on Exhibits 1, A, B, C and D and are reserved for the exclusive use of the adjoining unit owners as indicated. To facilitate locating on the ground the various land division lines marking the designated limited common elements and common elements a iron pipe has or will be driven into the ground at each end of each angle of each line. These pipes shall not be removed or disturbed by any person (except for periodic replacement in the same location by the Board of Directors of the Association of units) without compliance with the provisions of the Condominium Ownership Act relating to change or alterations in the percentage of ownership of the common elements and facilities.

6. Unit Value and Common Element Ownership and Voting:

The initial percentage of undivided interest in the common elements and facilities (including limited common elements) appertaining to each unit shall initially be that percentage which equals the square feet of floor area (including garage and storage area) of the unit divided by the total number of square feet of the land described in paragraph 1 as is shown on Exhibit 3 attached hereto. Each unit shall be entitled to one vote in any meeting of the Association. Since this is an expandable condominium the percentage of undivided interest in the common elements and facilities may be adjusted in the future in accordance with the above formula if any additional property or units are added to the condominium, in accordance with the provisions of Wisconsin Statutes Chapter 703.26.

The liabilities or common expenses and the rights to common surpluses shall also be adjusted in accordance with accepted accounting practices by the certified public accountant representing the Association following each expansion of the condominium. The right to expand

the condominium as above provided from time to time is reserved for a period not to exceed 10 years from the date of the recording of this Declaration.

7. Residential Use:

All units are intended for and shall be restricted to use by the owner, his family, lessees, invitees and frequenters, for residential purposes only.

8. Service of Process:

Service of process shall be made upon the Declarant at 421 Main Street, Suite 400, La Crosse, Wisconsin 54601, as to matters provided for in the Wisconsin Condominium Ownership Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority at a quorum present at any meeting.

9. Damage or Destruction:

In the event the condominium is destroyed or damaged in an amount in excess of \$10,000.00, action by the Association by vote of a majority of unit owners, as defined in the By-Laws of Hillview Estates Condominium, taken within ninety (90) days after such damage or destruction shall be necessary to determine to rebuild, repair, restore or sell the property as more fully described in the By-Laws. Damage or destruction to a lesser extent shall be repaired and re-stored pursuant to arrangement by the Board of Directors of the condominium as provided in said By-Laws.

10. Further Matters:

a. All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or 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, the Articles of Incorporation of the Association (the "Article"), and the By-Laws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. 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 provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

b. The Declarant hereby reserves the right for a period of five years from date hereto to cause one or more of the units it owns to be maintained as a model unit and to display such models and the common areas of the condominium for purposes of selling units in the condominium or in other projects of the Declarant.

c. Rules and regulations (in addition to the By-Laws) concerning the use of the units and the common and limited common elements and facilities, including provisions limiting keeping of animals and other pets, may be promulgated and amended by the Board of Directors of the Association with the approval of a majority of unit owners as defined in the By-Laws. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to their effective date.

d. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the City of La Crosse, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that said Board of Directors may deem fit and proper for the improvement and benefit of the condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, with the necessary rights of ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

e. Declarant shall obtain insurance for the property against loss or damage by fire or such other hazards for not less than full replacement value of the property insured and a liability policy covering all claims commonly insured against. Insurance coverage shall be written on the property in the name of the condominium as trustee for each of the unit owners in the percentage established herein. Premiums shall be common expenses and shall be included in the monthly maintenance charge. Provisions for such insurance shall be without prejudice to the right of each unit owner to insure his or her own unit for personal benefit. Insurance proceeds shall first be disbursed by the condominium Association as trustee for the repair or restoration of the damaged common elements and the unit owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or the Court has ordered partition of the condominium property, or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

11. Additional Rights of Mortgage Holders:

a. As to the holder of any mortgage of a unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in Section 8 of this Declaration that it desires to receive notice of the following matters:

i. The Board of Directors of the Association shall give such mortgage holder written notice by mail of the call of any meeting of the membership of the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;

ii. The Board of Directors of the Association shall give such mortgage holder by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner; and

iii. The Board of Directors of the Association shall notify such mortgage holder of physical damage to structure, fixtures or equipment of a unit in an amount exceeding \$1,000.00 when such damage is known to the Board of Directors and shall notify all mortgage holders of units if common elements and facilities of the condominium are damaged in an amount exceeding \$10,000.00.

b. Except as provided in Section 6 and Wisconsin Statutes Chapter 703.26, in the event of an expansion or expansions of this condominium, the Association shall not:

i. Change the interest in the common elements and facilities of the condominium appertaining to each unit;

ii. Partition or subdivide any unit or the common elements and facilities of the condominium; or

iii. By act or omission seek to abandon the condominium status of the condominium except as provided in Section 9 of this Declaration in case of substantial damage to or destruction of the condominium.

12. Amendment of Declaration:

a. Except as provided in Section 6 and Wisconsin Statutes Chapter 703.26, in the event of an expansion or expansions of this condominium, this Declaration may be amended as follows:

i. by the Declarant until all units have been sold, conveyed and paid for solely in order to correct any errors or omissions herein (including changes in the buildings as finally constructed);

ii. by the vote of at least 75% of the authorized votes of all unit owners cast in person or by proxy by unit owners at a meeting duly held in accordance with the provisions of the By-Laws; or

iii. by the unanimous vote of all members of the Board of Directors of the Association at a meeting duly held in accordance with the provisions of the By-Laws.

However, notwithstanding the provisions of this Section 12 a., the provisions of 703.26 of the Wisconsin Condominium Ownership Act shall apply to any changes in the percentage of ownership in the common or limited elements and facilities resulting from expansion of this condominium by Declarant.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 8th day of August, 1979.

HILLVIEW ESTATES, LTD.

By: John W. Welch
President

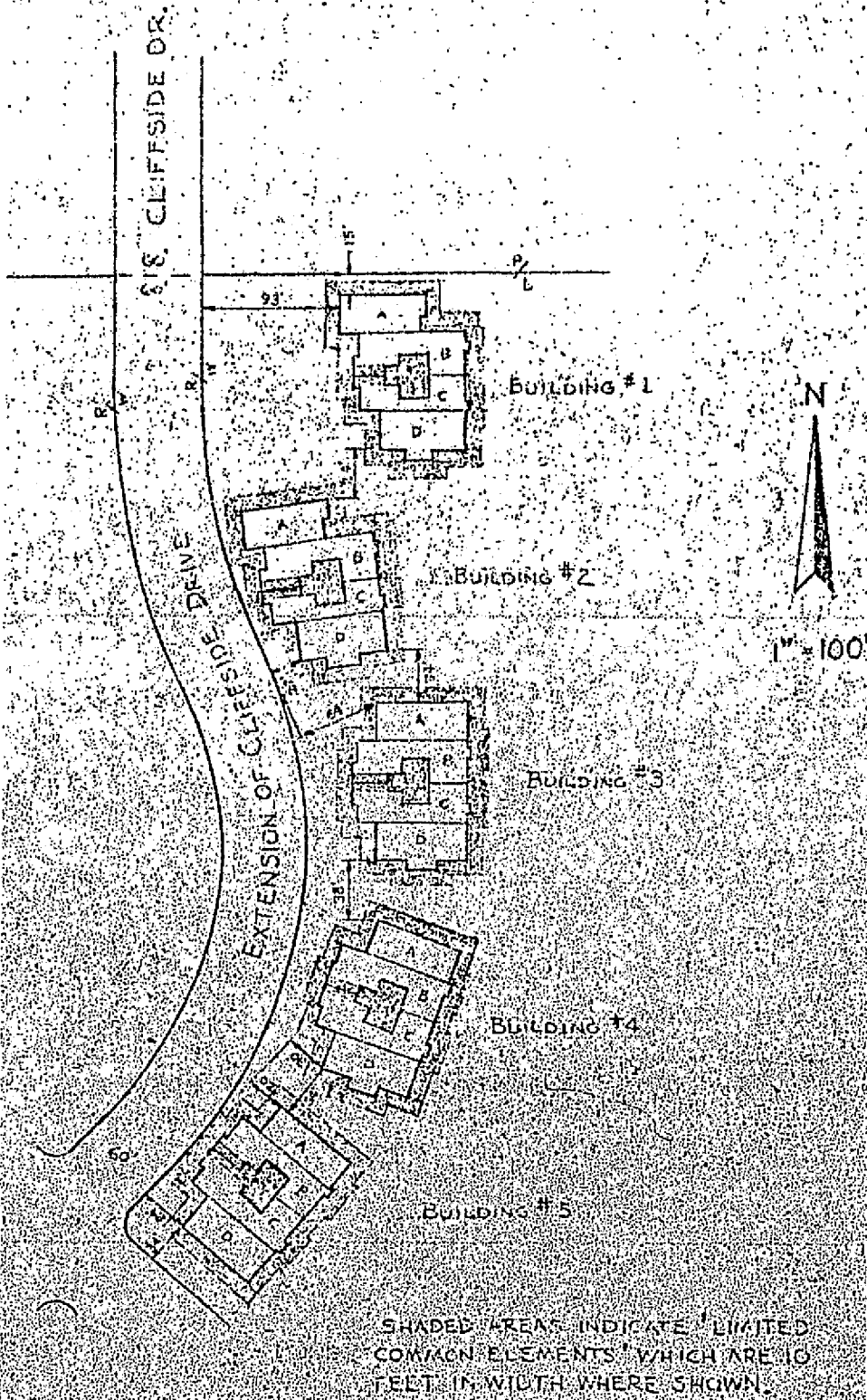
Attest: Joseph D. Becker
Secretary

STATE OF WISCONSIN)
COUNTY OF LA CROSSE) 65.

Personally came before me, this 8th day of August, 1979, John W. Welch, Vice President, and Joseph D. Becker, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Gertrude L. Hanson
Gertrude L. Hanson
Notary Public, State of Wisconsin
My Commission expires: May 1, 1983

This document drafted by
Joseph D. Becker.



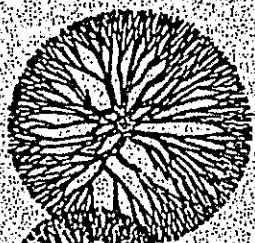
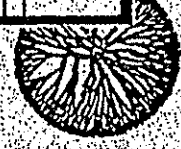
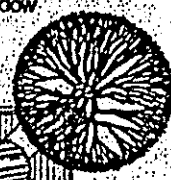
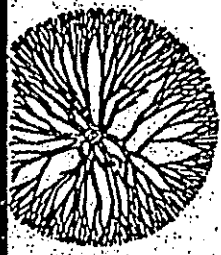
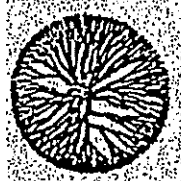
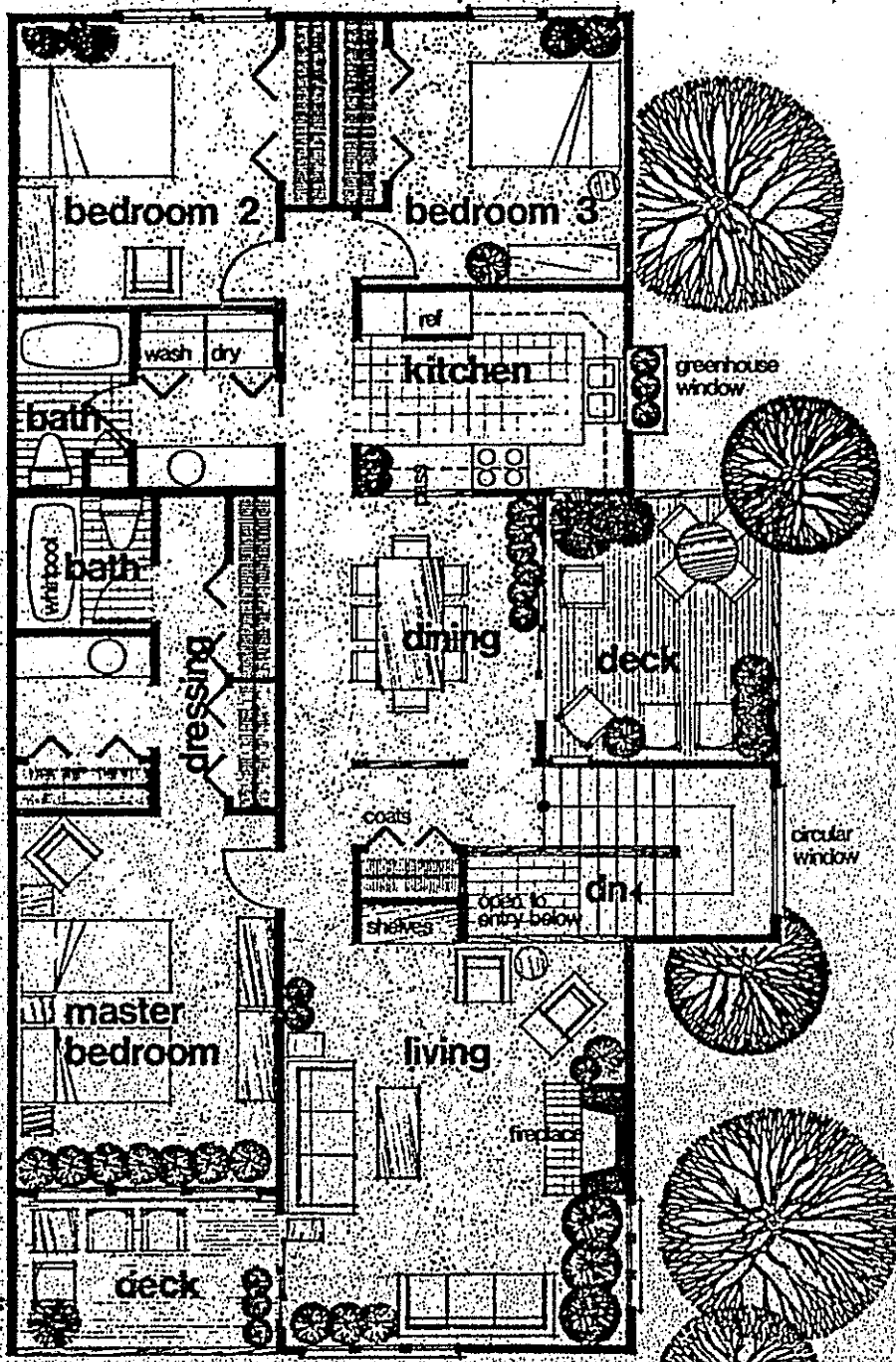
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HILLVIEW HOUSING DEVELOPMENT

LACROSSE, WISCONSIN

AUG 23 1979

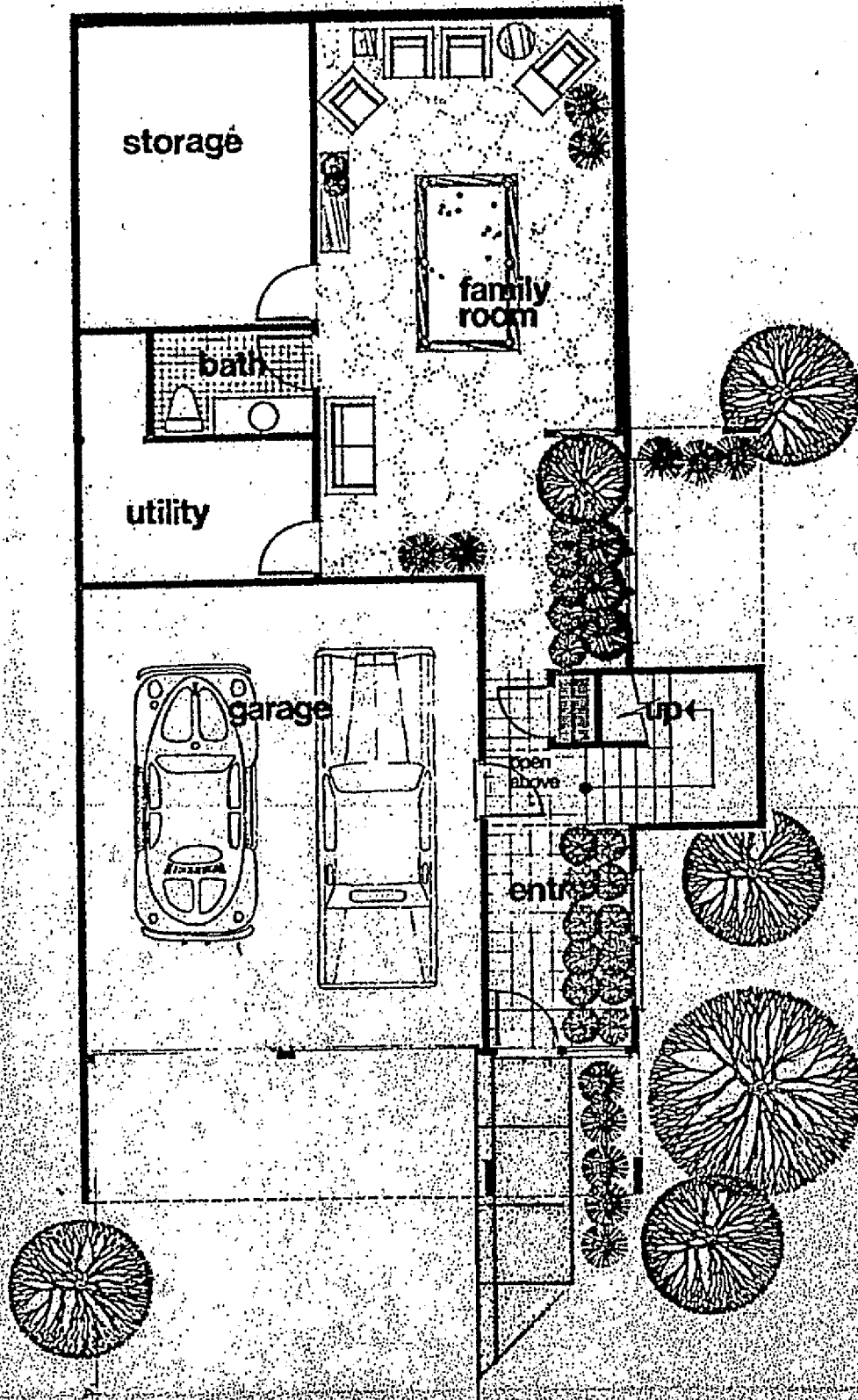
EXHIBIT D
Main level



AUG 23 1979

VCL 633 PAGE 116

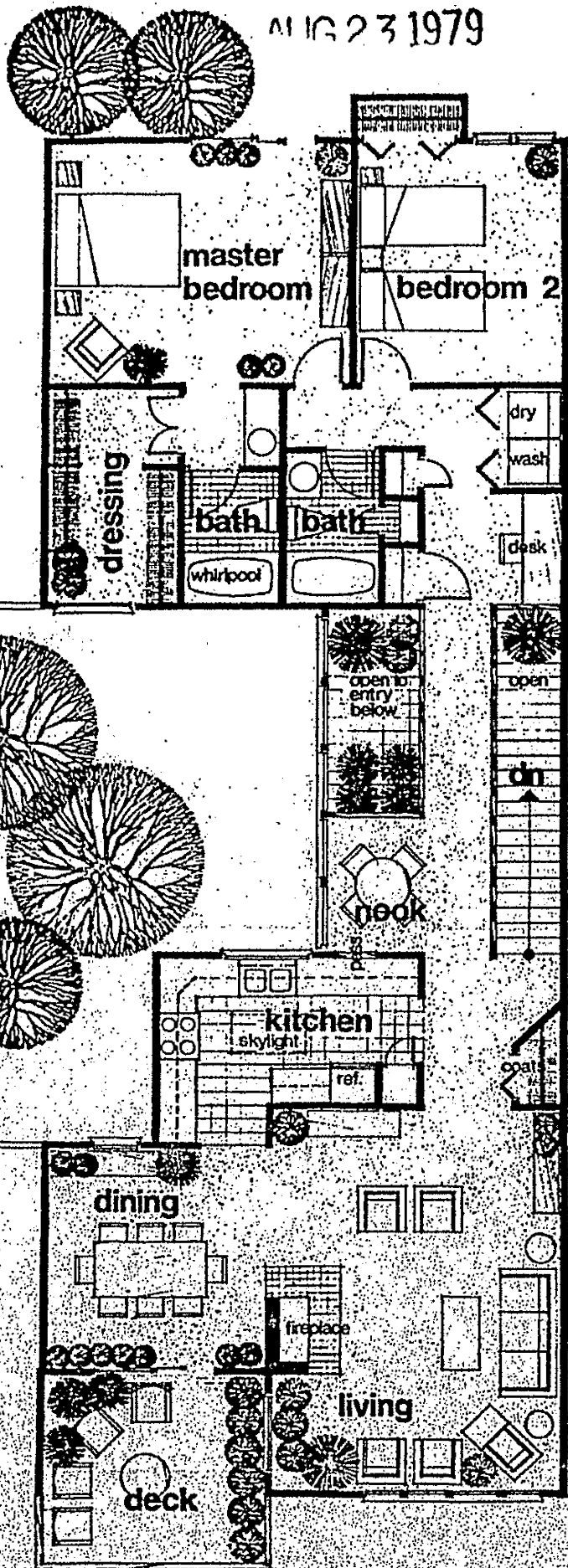
EXHIBIT D
Lower level



AUG 23 1979

VCL 633 PAGE 113

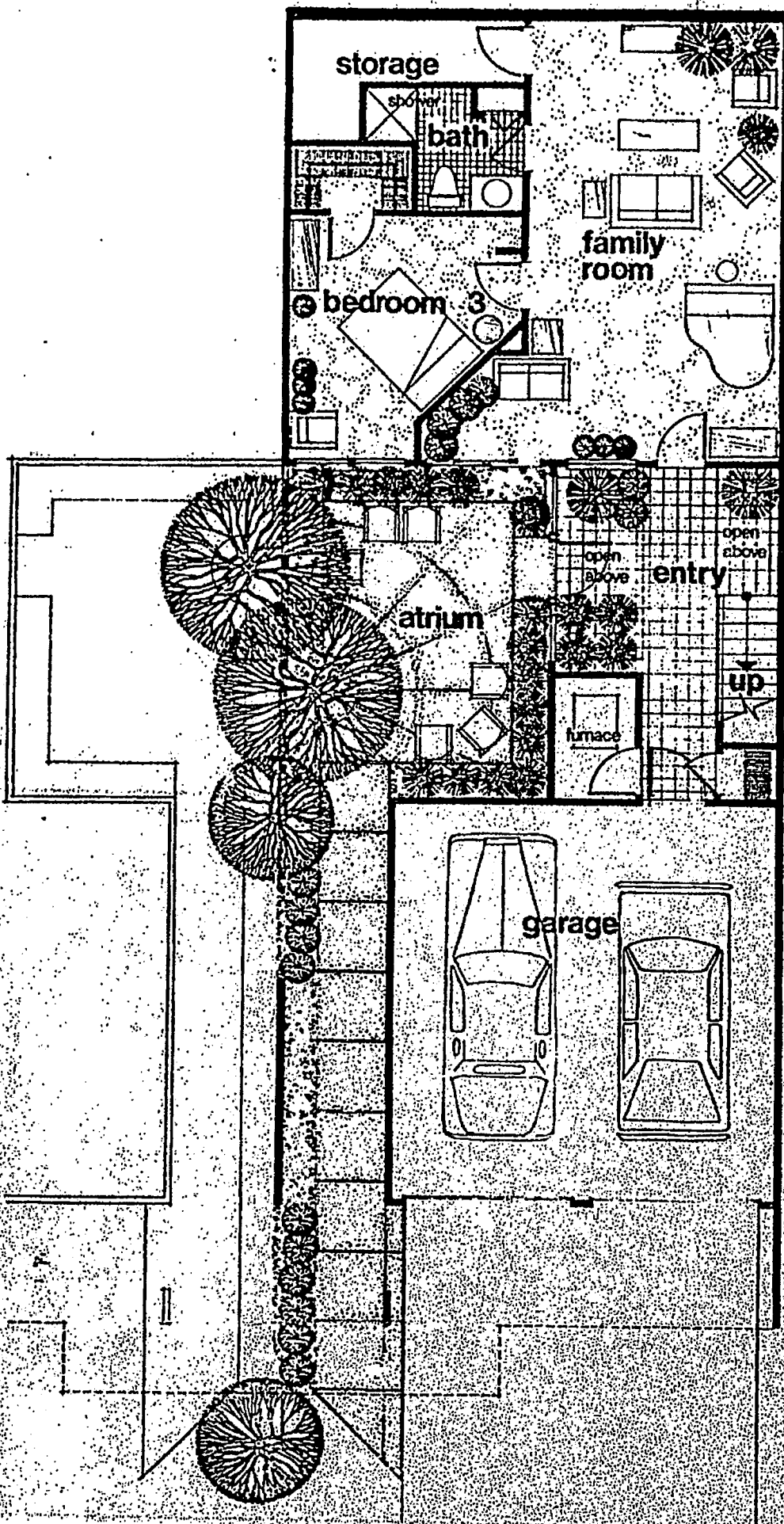
EXHIBIT C
Main level



AUG 23 1979

VCL 633 PAGE 114

EXHIBIT C
Lower level



AUG 23 1979

VCL 633 PAGE 111

EXHIBIT B
Main level

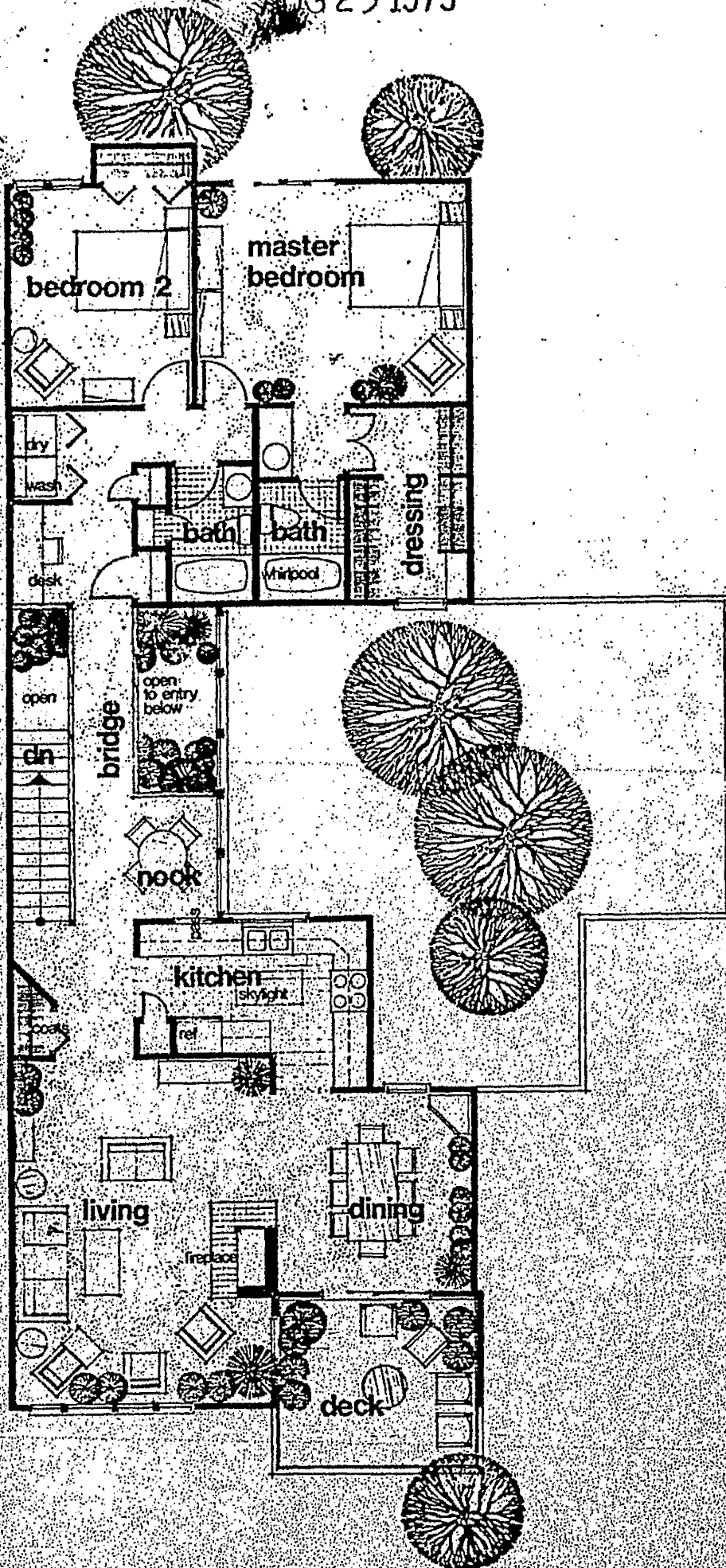


EXHIBIT B
Lower level

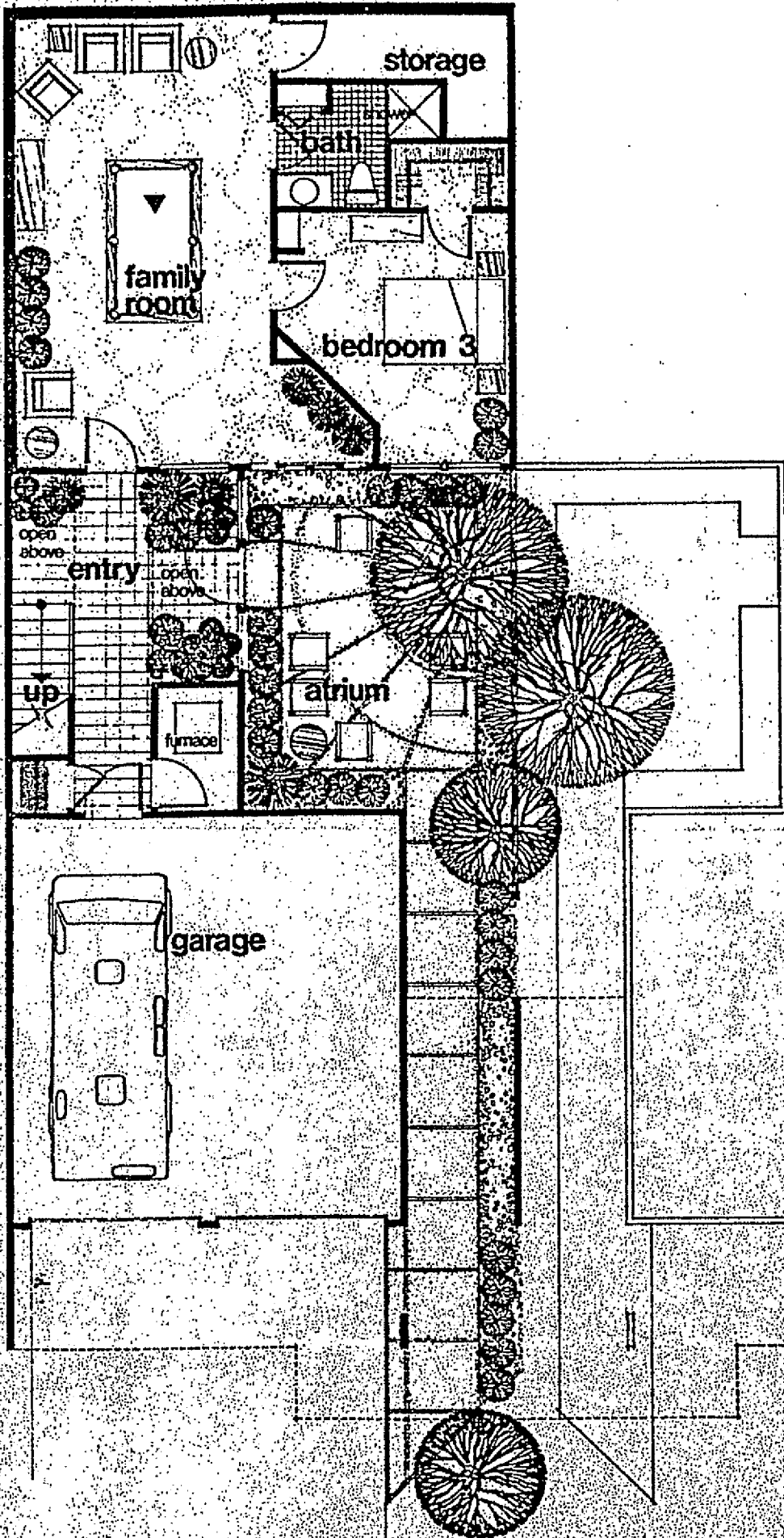
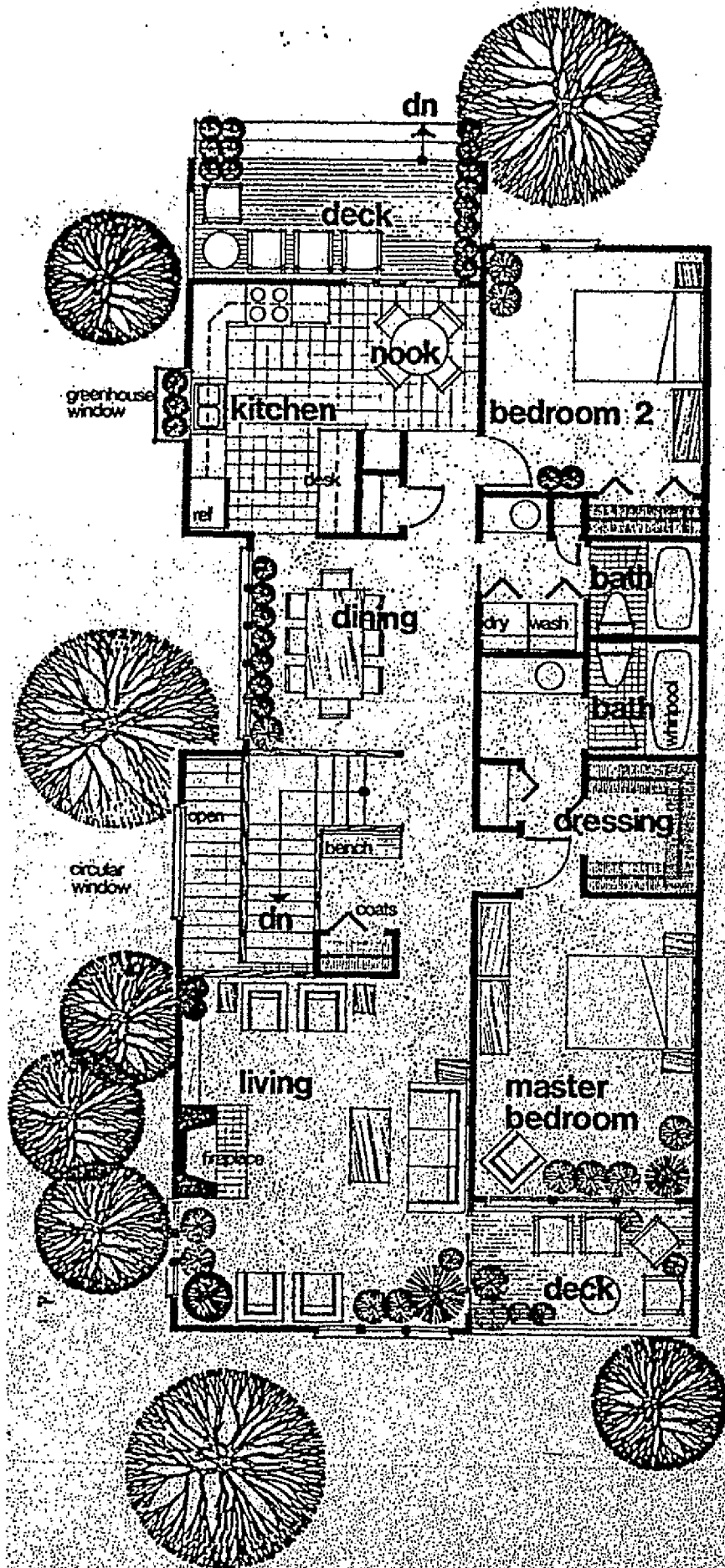
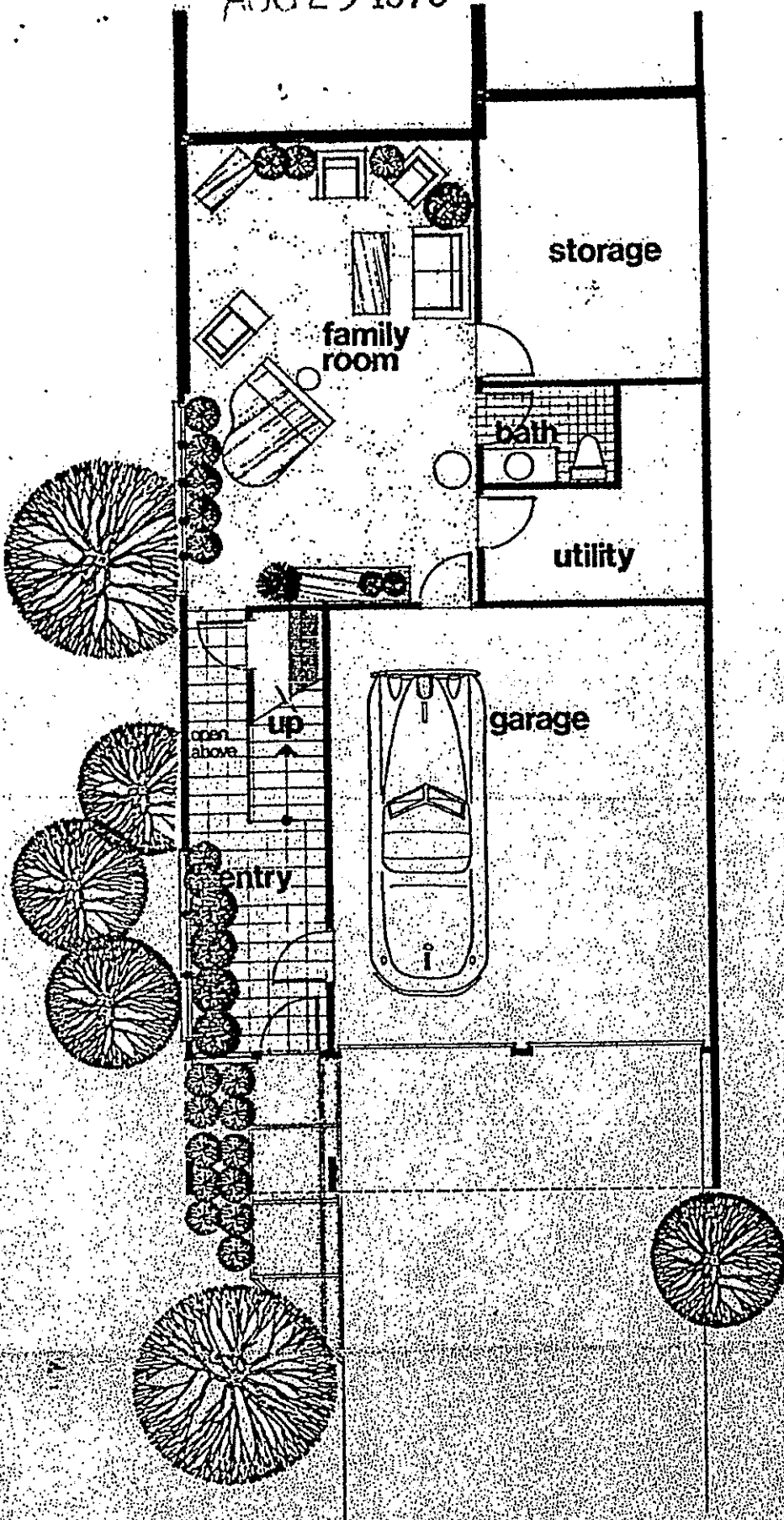


EXHIBIT A
Main level



AUG 23 1979

EXHIBIT A
Lower level



AMENDMENT TO
 JUNIPER TRAILS CONDOMINIUM
 DECLARATION OF CONDOMINIUM

Hillview Estates, Ltd. of La Crosse, Wisconsin, "Declarant" in that certain Declaration of Condominium dated August 8, 1979, and recorded in the Office of the Register of Deeds for La Crosse County, in Volume 633 Records, pages 101 through 116, Document No. 899684, and being the sole owner of the units described in said Declaration of Condominium, do hereby amend said Declaration pursuant to Paragraph 12, Page 7 of said Declaration by:

1. Reducing the area of land which is initially the subject of said Declaration, from that described in Paragraph 1 to the following described parcel:

A parcel of land located in the Northeast one quarter of the Northwest one quarter (NE 1/4 - NW 1/4) of Section twenty-two (22), Township fifteen North (T15N), Range seven West (R7W), City of La Crosse, La Crosse County, described as follows:

Commencing at the Northwest corner of said Section 22, thence North 84° 22' East along the North line of said Section 22, 1566.97 feet, thence South 5° 32' East 100.00 feet to the P.C. of a curve concave to the East with a central angle of 21° 00' and a radius of 239.78 feet.

Thence along the arc of said curve 50.09 feet to the point of beginning. The chord of said curve bears South 11° 31' 04" East 50.00 feet.

Thence continue along said curve 37.80 feet. The chord of said curve bears South 22° 01' 04" East 37.76 feet.

Thence South 26° 32' East 106.00 feet to the P.C. of a curve concave to the West with a central angle of 1° 07' 42" and a radius of 304.69 feet.

Thence along the arc of said curve 6.00 feet. The chord of said curve bears South 25° 58' 09" East 6.00 feet.

Thence North 84° 14' 09" East 269.03 feet
 Thence North 5° 32' West 140.00 feet
 Thence South 84° 24' 52" West 319.83 feet
 to the point of beginning.

Said parcel contains .9463 acres more or less.

NOV 26 1980

RECORDED
 AT 2:45 P. M.
 CHARLES R. WHALEY, JR.
 REGISTER OF DEEDS
 La Crosse County, Wis.

The street addresses of this condominium are as follows:

- Unit 2A - 4015 Cliffside Drive
- Unit 2B - 4017 Cliffside Drive
- Unit 2C - 4019 Cliffside Drive
- Unit 2D - 4021 Cliffside Drive.

Declarant reserves the right to expand this condominium from time to time by subjecting additional property to this Condominium Declaration. The description of the land to which Declarant may expand this condominium is as follows:

All that parcel described in Paragraph 1 of the original Declaration and not included in the above amended initial declaration.

2. Amending the description of the buildings to read as follows:

One building containing Units A, B, C and D are constructed upon the land described in the amended Declaration, Paragraph 1, with locations as shown on the plat of survey attached hereto as Exhibit 1-A. The condominium dwelling units are hereinafter called "units".

The building contains four units. The total number of units in the initial building is four.

3. Except as amended herein, the initial Declaration of Condominium is hereby confirmed and ratified.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 3rd day of November, 1980.

HILLVIEW ESTATES, LTD.

By: John W. Welch
John W. Welch, Vice President

Attest: Joseph D. Becker
Joseph D. Becker, Secretary

STATE OF WISCONSIN)
COUNTY OF LA CROSSE) SS

Personally came before me, this 3rd day of November, 1980, John W. Welch, Vice President, and Joseph D. Becker, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Gertrude L. Hanson
Gertrude L. Hanson, Notary Public
La Crosse County, Wisconsin
My Commission Expires May 1, 1983

This document drafted by:
Joseph D. Becker

EXHIBIT I - A

N.W. CORNER
SECTION 22
T. 15N., R. 7W.

CURVE DATA

CURVE NO.	CENTRAL ANGLE	RADIUS LENGTH	ARC LENGTH
①-③	21°	239.78'	87.89'
①-②	11°58'08"	239.78'	50.09'
②-③	9°01'52"	239.78'	37.80'
④-⑤	1°07'42"	304.69'	6.00'

