

DISCLOSURE MATERIALS

**URBANDALE
PARK
ASSOCIATION**

PROPERTY MANAGEMENT CONCEPTS, LTD.

722 State Street
La Crosse, WI 54601
(608) 782-9680 Fax (608) 784-9899

DISCLOSURE MATERIALS

URBANDALE PARK CONDOMINIUM
Liberty Street
La Crosse, Wisconsin 54601

NRG HOMES, INC.
1601 Caledonia Street
La Crosse, Wisconsin 54603

DECLARANT

RICK HEVIER
1601 Caledonia Street
La Crosse, Wisconsin 54603

DECLARANT'S AGENT

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

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

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

URBANDALE PARK ASSOCIATION
DATA SHEET

NUMBER OF UNITS: 36 (18 CONDOPLEXES)

PARKING STALLS: 72 Assigned spaces

MONTHLY ASSESSMENT: \$85.00 Effective 1/1/92 covers one condoplex

ASSESSMENT INCLUDES: Common area maintenance, lawn care and snow removal, exterior lighting, structure and flood insurance, trash removal, administration and contribution to reserves for replacement.

UTILITIES All electric units, individually metered. Water is metered by the condoplex.

MAIL DELIVERY: To common area box units. Maintained by association. Each unit owner has keys to their respective boxes. The association does not keep copies.

UNIT ACCESS: Provided by each unit owner. The association does not maintain keys to individual units.

GOVERNING STRUCTURE: Board of Directors consisting of three members with staggering terms. One position opens each year. Directors may succeed themselves. Owners only are eligible, however tenants are welcome to attend meetings. All unit owners are voting members of the owners association.

MANAGEMENT: Under control of the Board of Directors. Most management functions are contracted. Management contact:

Property Management Concepts, Ltd.
722 State Street
La Crosse, WI 54601
(608) 782-9680
ATTENTION: Fred W. Prassas, CPM

DISCLOSURE MATERIALS: Available from management agent upon written request of owner only.

URBANDALE PARK ASSOCIATION

CATEGORY	1991 YTD	1991 PROJECTED	1992 BUDGET
INTEREST INCOME	\$154	\$205	
OTHER REVENUE	\$126	\$140	
CONDOMINIUM ASSESSMENTS	\$13,310	\$15,300	
TOTAL REVENUE	\$13,590	\$15,645	
GEN. REPAIRS AND MAINTENANCE	\$142	\$189	\$50
GROUPHS MAINTENANCE	\$2,169	\$2,892	\$1,800
ELECT & GAS	\$592	\$789	\$800
TRASH REMOVAL	\$2,871	\$3,828	\$4,000
LEGAL/ACCT PROF	\$65	\$65	\$120
MANAGEMENT	\$2,268	\$3,024	\$3,000
OTHER OFFICE	\$49	\$65	\$100
INSURANCE	\$1,513	\$2,017	\$2,000
RESERVE CONTRIBUTION		\$3,250	\$3,000
		\$0	
TOTAL	\$9,669	\$16,120	\$18,200

INDICATED ASSESSMENT	\$75	\$85
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NOTE: Budget proposes a monthly assessment of \$85.00 per condople x

URBANDALE PARK ASSOCIATION

Last Year Income Statement

12.31.93

Prepared without audit or opinion by
Property Management Concepts, Ltd.

LAST YEAR REVENUE

INTEREST INCOME	223.72
OTHER REVENUE	306.06
CONDOMINIUM ASSESSMENTS	18,115.00

TOTAL REVENUE	18,644.78
	=====

EXPENSES

MAINTENANCE & REPAIRS	
GEN. REPAIRS AND MAINT.	141.81
GENERAL CONTRCTRS/MATRLS	68.35
GROUNDS MAINTENANCE	3,180.83
OTHER MNTNCE/SUPPLIES	73.83

TOTAL MAINT. & REPAIRS	3,464.82

OPERATING	
ELECT & GAS (HOUSE)	805.28
TRASH REMOVAL	3,828.00
SERVICES (EXTERMIN. ETC)	10.00

TOTAL OPERATING	4,643.28

ADMINISTRATIVE & MARKETNG	
LEGAL/ACCTG & PROFESSINL	77.70
MANAGEMENT FEES	3,024.00
TEL/BANK/POSTG/OTR OFFICE	60.35

TOTAL ADMIN & MKTG.	3,162.05

FIXED EXPENSES	
OTHER TAXES	9.00
INSURANCE	1,931.67

TOTAL FIXED EXPENSES	1,940.67

FINANCIAL EXPENSE	

TOTAL EXPENSES	13,210.82

NET PROFIT/LOSS	5,433.96
	=====

CASH BASIS

INDEX

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

1. Declaration. The declaration establishes and describes the condominium, the units and the common area. The Declaration begins on Page 4
2. Bylaws. The Bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The Bylaws begin on Page 16
3. Management or employment contracts. Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on None
4. Annual operating budget. The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is a estimate of those charges which are in addition to mortgage and utility payments. The budget begins on Page 26
5. Expansion plans. The Declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on Page 7
6. Floor plan and map. The Declarant has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map are on Exhibit A and Exhibit B beginning on Page 14

DECLARATION OF CONDOMINIUM

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URBANDALE PARK CONDOMINIUM

DECLARATION OF CONDOMINIUM

NRG Homes, Inc. 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 Urbandale Park Condominium and referred to hereinafter 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:

Part of Lots 2 and 3 of the recorded subdivision plat of ROBERT AND GARY'S ADDITION, City of La Crosse, La Crosse County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of Lot 2 of ROBERT AND GARY'S ADDITION, as the point of beginning of this description; Thence North 88 Degrees 18 Minutes East, 177.31 feet along the North line of said Lot 2, to the westerly right-of-way line of Liberty Street; Thence South 02 Degrees 04 Minutes East, 0.22 feet along said right-of-way line; Thence continuing along said right-of-way line, 88.66 feet along the arc of a 45.00 foot radius curve, concave to the Northeast, the chord of which bears South 19 Degrees 34 Minutes 16 Seconds East, and measures 75.00 feet; Thence South 52 Degrees 37 Minutes 05 Seconds West, 24.69 feet; Thence South 01 Degrees 53 Minutes East, 55.00 feet; Thence South 88 Degrees 18 Minutes West, 44.00 feet; Thence South 01 Degrees 53 Minutes East, 44.00 feet; Thence South 88 Degrees 18 Minutes West, 14.00 feet; Thence South 01 Degrees 53 Minutes East, 20.00 feet; Thence South 88 Degrees 18 Minutes West, 80.00 feet; Thence South 01 Degrees 53 Minutes East, 22.00 feet; Thence South 88 Degrees 18 Minutes West, 42.00 feet, to the West line of Lot 3 of ROBERT AND GARY'S ADDITION; Thence North 01 Degrees 53 Minutes West, 227.00 feet along the West line of Lots 3 and 2 of ROBERT AND GARY'S ADDITION, to the point of beginning of this description.

Containing 34,432 Sq. Ft.

Together with an easement for ingress and egress over the following described property:

Part of Lot 3 of the recorded subdivision plat of ROBERT AND GARY'S ADDITION, City of La Crosse, La Crosse County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of Lot 2 of ROBERT AND GARY'S ADDITION; Thence South 01 Degrees 53 Minutes East, 205.00 feet along the West line of Lots 2 and 3 of ROBERT AND GARY'S ADDITION; Thence North 88 Degrees 18 Minutes East, 42.00 feet to the point of beginning of this description; Thence North 88 Degrees 18 Minutes East, 80.00 feet; Thence South 01 Degrees 53 Minutes East, 12.00 feet; Thence South 88 Degrees 18 Minutes West, 80.00 feet; Thence North 01 Degrees 53 Minutes West, 12.00 feet to the point of beginning of this description.

This easement shall run with the land. This easement shall be maintained by the Urbandale Park Condominium Association.

The street addresses of this Condominium are as follows:

Unit 1 - 227 Liberty Street #1
Unit 2 - 227 Liberty Street #2
Unit 3 - 227 Liberty Street #3
Unit 4 - 227 Liberty Street #4
Unit 5 - 227 Liberty Street #5
Unit 6 - 227 Liberty Street #6
Unit 7 - 227 Liberty Street #7
Unit 8 - 227 Liberty Street #8
Unit 9 - 227 Liberty Street #9
Unit 10 - 227 Liberty Street #10
Unit 11 - 227 Liberty Street #11
Unit 12 - 227 Liberty Street #12
Unit 13 - 227 Liberty Street #13
Unit 14 - 227 Liberty Street #14
Unit 15 - 227 Liberty Street #15
Unit 16 - 227 Liberty Street #16

Declarant reserves the right to expand this Condominium from time to time by subjecting additional property to this Condominium Declaration. This Declaration of Condominium includes the land described above and is referred to as Phase I. The land which may be added to this Condominium is referred to as Phase II. The description of the land to which Declarant may expand this Condominium is as follows:

Part of Lots 2 and 3 of the recorded subdivision plat of ROBERT AND GARY'S ADDITION, City of La Crosse, La Crosse County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of Lot 2 of ROBERT AND GARY'S ADDITION; Thence South 01 Degrees 53 Minutes East, 227.00 feet along the West line of Lots 2 and 3 of ROBERT AND GARY'S ADDITION, to the point of beginning of this description;

Thence South 01 Degrees 53 Minutes East, 53.66 feet along the West line of said Lot 3, to the Southwest corner thereof; Thence North 88 Degrees 40 Minutes East, 250.00 feet along the South line of said Lot 3, to the Southeast corner thereof; Thence North 02 Degrees 35 Minutes 13 Seconds West, 183.44 feet along the East line of said Lot 3; Thence North 28 Degrees 27 Minutes 16 Seconds West, 34.00 feet along the easterly line of said Lot 3, to the right-of-way line of a cul-de-sac on the South end of Liberty Street; Thence westerly along said right-of-way line, 33.33 feet along the arc of a 45.00 foot radius curve, concave to the North, the chord of which bears South 82 Degrees 45 Minutes 57 Seconds West, and measures 32.58 feet; Thence South 52 Degrees 37 Minutes 05 Seconds West, 24.69 feet; Thence South 01 Degrees 53 Minutes East, 55.00 feet; Thence South 88 Degrees 18 Minutes West, 44.00 feet; Thence South 01 Degrees 53 Minutes East, 44.00 feet; Thence South 88 Degrees 18 Minutes West, 14.00 feet; Thence South 01 Degrees 53 Minutes East, 20.00 feet; Thence South 88 Degrees 18 Minutes West, 80.00 feet; Thence South 01 Degrees 53 Minutes East, 22.00 feet; Thence South 88 Degrees 18 Minutes West, 42.00 feet; to the point of beginning of this description.

Containing 30,007 Sq. Ft.

2. Description of Buildings:

Phase I

The building contains two parts. The main building consists of 16 dwelling units with 8 units on the first floor level and 8 units on the second floor level. Each condoplex consists of a first floor level dwelling unit and a second floor level dwelling unit directly above it. The condoplex consisting of Dwelling Units 15 and 16 as shown on the plat map also has a one car garage. The condoplex consisting of Dwelling Units 9 and 10 as shown on the plat map also has a one car garage. The garages are on a concrete slab, wood frame, plywood roof sheathing, 15 pound felt and fiberglass shingles, aluminum fascia and soffit, vinyl siding, unfinished inside, one single glazed window and one steel insulated service door. Declarant reserves the right to expand the garage to attach an additional garage of the same construction.

The principal materials of which the main building will be constructed are concrete footings, block foundation and concrete floor, 2 x 6" wood frame, plywood second floor subfloor and Gypcrete lightweight concrete underlayment covered by carpeting with pad or resilient flooring, painted drywall walls and ceiling with 3/4" foam board sheathing and vinyl siding with cedar scalloping—stuccato board—cedar board accent. All roofs are one-half inch plywood, 15 pound felt and fiberglass shingles. The fascia and soffit are prefinished aluminum. Windows are double glazed low-emissivity coated glass with a full screen. The wall insulation R-value shall be 24.4 approximately and the ceiling insulation shall be to R-50 approximately. Each dwelling unit has electric baseboard heat and

separate utilities and one bath. Electricity is metered separately and paid by each owner. Water is metered to each condoplex and is paid by each condoplex owner. Electricity for outside lights is metered to the Association and paid by the Association.

Phase II

Declarant reserves the right to expand the Condominium by constructing Phase II on additional lands to be added to the Declaration in accordance with Chapter 703.26 of the Wisconsin Statutes. The buildings in Phase II are described as follows:

The building contains two parts. The main building consists of 20 dwelling units with 10 units on the first floor level and 10 units on the second floor level. Each condoplex consists of a first floor level dwelling unit and a second floor level dwelling unit directly above it. Two additional garages of the same construction of the garage of Phase I garage may be added at the option of Declarant or added and assigned by a majority of the owners at a cost set by either.

The principal materials of which the main building will be constructed are the same as for the main building in Phase I. Each dwelling unit has electric baseboard heat and separate utilities and one bath. Electricity is metered separately and paid by each owner. Water is metered to the Association and is paid by Association members.

3. Description of Units:

a. The unit numbers of each condoplex's upper and lower dwelling unit, the approximate area, location, number of rooms, limited common elements to which it has access, and assigned parking spaces are shown on the set of floor plans and site plan of the building prepared by Declarant attached hereto as Exhibit A. The parking spaces assigned to the units are as listed below:

Units	Parking Spaces
1 & 2	23, 30, 35, 36
3 & 4	21, 22, 29, 34
5 & 6	9, 10, 19, 20
7 & 8	8, 31, 32, 33
9 & 10	6, 7, 17, 44
11 & 12	4, 5, 15, 16
13 & 14	2, 3, 13, 14
15 & 16	1, 11, 12, 45

Working drawings and general specifications for the project are on file in the office of Declarant, at 1601 Caledonia Street, La Crosse, Wisconsin, 54603. The attached Exhibit A contains the information for both Phase I and Phase II.

area shall be determined by the owner of the condoplex adjacent to that lawn area.

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 all units in the Condominium. 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 Section 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 7 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 1601 Caledonia Street, 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. Abandonment and Changes:

Unless at least two-thirds (2/3) of the first mortgages (based upon one vote for each first mortgage owned on each condoplex), or owners (other than the declarant) of the individual condoplexes have given their prior written approval, the condominium homeowners association shall not be entitled to:

a. by act or omission, seek to abandon or terminate the condominium project;

b. except to the extent necessary to allow the development of Phase II in accordance with this Declaration, change the pro rata interest or obligations of any individual condoplex for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;

c. partition or subdivide any condoplex;

d. except to the extent necessary to allow the development of Phase II in accordance with this Declaration, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause);

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

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 Bylaws 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 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 Bylaws) 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 Bylaws. 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.

f. Only condoplexes, which consist of a lower unit and the unit immediately above it, may be sold or mortgaged. Condoplexes may not be subdivided. The upper unit and the lower unit of a condoplex may be leased to separate parties.

g. No change in the percentage interests in the common elements may be effected pursuant to Declarant's right to add Phase II more than seven years after the Declaration of Condominium becomes effective.

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 Bylaws;

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 Bylaws 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.

c. Any first mortgagee who obtains title to a Condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such units unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

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 Bylaws; 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 Bylaws.

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.

b. The rights of any existing mortgagee may not be diminished by any amendment.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 20th day of June, 1986.

NRG HOMES, INC.

BY: Jon Sopher
President

Attest:

BY: Kendra Sopher
Secretary

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

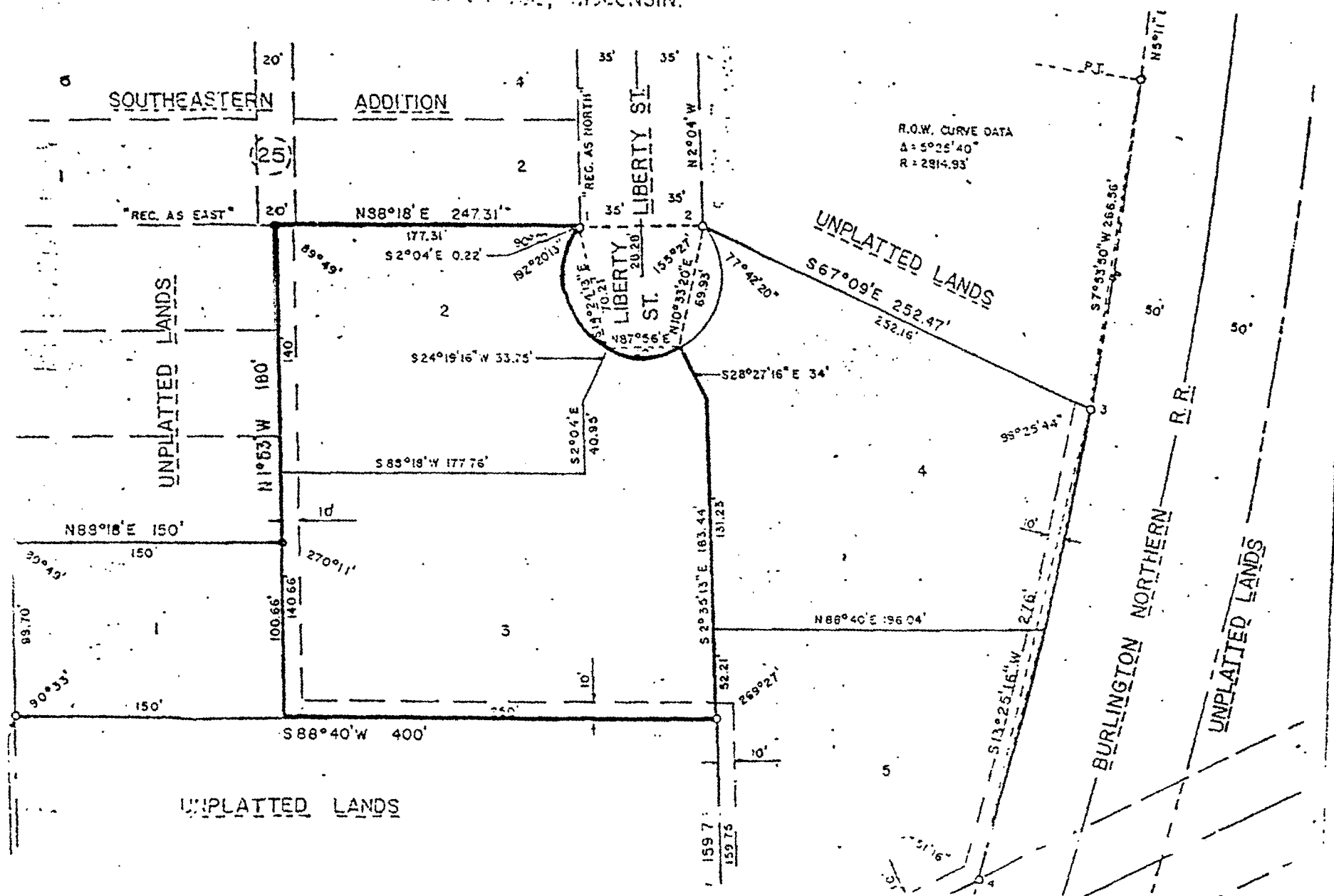
Personally came before me, this 20th day of June, 1986, Jon Sopher, President, and Kendra Sopher, Secretary, of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

This document drafted by:

Attorney Jerome E. Lynch
La Crosse, Wisconsin

Vicki L. Radtke
Notary Public
La Crosse County, Wisconsin
My Commission expires: 9/14/86

CITY OF LA CROSSE, COUNTY OF LA CROSSE, WISCONSIN.



URBANDALE PARK CONDOMINIUM

BYLAWS

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In any unit which is not owner occupied, it shall be the responsibility of the unit owner to notify the association of the identification of each resident who is permitted to reside at the property. Said notification shall be made within a reasonable time after resident takes occupancy.

Information provided should include as much of the following as is reasonably possible:

Owner name:
Address and unit number
Names of all occupants
Telephone number

Article I Sec 3 Nov 1992

To amend Article 4 Section 1 of the By-laws to increase the number of directors to four (4), one of whom may be a non owner occupant, who will be appointed by, and serve at the pleasure of the Board of Directors. Said non owner member will have no voting power on matters relating to budget or other financial matters affecting the association.

In accordance with Article 6, Section 6 (g) of the by laws, the directors shall adopt and approve a new pet policy which provides for the following remedies: 1) Fines upon owners of units whose occupants' pets create a nuisance as defined by the Board; and/or 2) Levy an additional assessment on owners who have pets residing in their units; and 3) In severe instances of non-compliance, provide for the removal of the offending pet from the premises.

Nov, 1992

BYLAW AMENDMENT RELATING TO
VOTING AND INTEREST CHARGES

Any assessments or charges not paid within 10 days of the due date shall be subject to a late fee of \$10.00, plus any applicable interest. In addition, no unit owner shall be allowed to vote at a meeting of the association if the Association has recorded a statement of condominium lien on the unit of the owner, if the amount necessary to remove the lien has not been paid prior to the meeting.

Bylaws

ARTICLE II

Sec 1

Amended Nov 24
1972

SUGGESTED LEASE WORDING
URBANDALE PARK CONDOMINIUMS

Resident understands that the premises being rented is a condominium unit and that management, control, and repair of the common elements are the responsibility of the condominium association and not of the landlord or its agents.

Resident agrees to be bound by all rules and regulations of Urbandale Park Association, which relate to the use and occupancy of the premises.

URBANDALE PARK CONDOMINIUM ASSOCIATION

BYLAWS

ARTICLE I

Plan of Condoplex Ownership

Section 1. Condoplex Ownership. The project located at Liberty Street through Liberty Street in the City of La Crosse, State of Wisconsin, known as Urbandale Park Condominium is submitted under the provisions of Chapter 703 of the Wisconsin Statutes "Condominium Ownership Act." A condoplex consists of a lower unit and the unit immediately above it.

Section 2. Bylaws Applicability. The provisions of these Bylaws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these Bylaws and in the Declaration of Condominium dated June 20, 1986, and recorded in Volume ___, Page ___ as Document No. _____ in the office of the Register of Deeds, La Crosse County, Wisconsin on June 20, 1986.

The mere acquisition or rental of any of the condoplexes of the project or the mere act of occupancy of any of said condoplexes will signify that these Bylaws and the provisions of the Declaration of Condominium are accepted, ratified, and will be complied with.

ARTICLE II

Voting, Majority of Owners, Quorum, Proxies

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the condoplex or condoplexes in the Declaration of Condominium. A party acquires the right to vote by becoming the owner of a condoplex.

Section 2. Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean those owners holding 51 percent of the votes in accordance with the percentages assigned in the Declaration of Condominium.

Section 3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of owners as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. proxies must be filed with the secretary before the appointed time of each meeting.

ARTICLE III

Administration

Section 1. Association Responsibilities. The owners of the condoplexes will constitute the association of owners (hereinafter referred to as Association) who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on July 1, 1986. Thereafter, the annual meeting shall be held on the first Wednesday of June each succeeding year. At such meetings, there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the president to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Meetings by Written Consent. Any action required by the Declaration of Condominium or By-Laws of the Condominium Association or any provision of law to be taken at a meeting or any other action which may be taken at a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the owners entitled to vote with respect

to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote.

Section 6. Notice of Meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notices of all meetings shall be mailed to the director of the local insuring office of the Federal Housing Administration.

Section 7. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 8. Order of Business. The order of business at all meetings of the owners of condoplexes shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of committees
- (f) Election of inspectors of election
- (g) Election of directors
- (h) Unfinished business
- (i) New business

ARTICLE IV

Board of Directors

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of two (2) persons, all of whom must be owners of condoplexes in the project.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.

- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the board to perform such duties and services as the board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Association, the term of office of two directors shall be fixed for three (3) years. The term of office of two directors shall be fixed at two (2) years, and the term of office of one director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three (3) years. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the president on three days' notice to

each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) 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 three directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Meetings by Written Consent. Any action required by the Declaration of Condominium or By-Laws of the Condominium Association or any provision of law to be taken at a meeting or any other action which may be taken at a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

ARTICLE V

Officers

Section 1. Designation. The principal officers of the Association shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by and from the Board of Directors. The directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at

the organization meeting of each new board and shall hold the office at the pleasure of the board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the board called for such purpose.

Section 4. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committee from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the board to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general perform all the duties incident of the office of secretary.

Section 7. Treasurer. The treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI

Obligations of the Owners

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the condoplex owned, as stipulated in the Declaration of Condominium. Such assessments shall include monthly payments to a general operating reserve and a reserve fund for replacements.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own condoplex, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the condoplex such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the condoplex area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3. Use of Condoplexes-Internal Changes.

(a) All condoplexes shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his condoplex of installations located therein without previously notifying the Association in writing, through the management agent, if any, or through the president of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within ten (10) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities.

(a) An owner shall not place or cause to be placed in common driveways and common walkways any objects which could interfere with usage of said areas by other owners and their guests.

(b) No stopping, standing or parking shall be permitted on Liberty Street.

Section 5. Right of Entry.

(a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his condoplex, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his condoplex for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry

are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

(a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.

(b) Residents shall exercise extreme care about making noises or using musical instruments, radios, television or amplifiers that may disturb other residents. Those keeping domestic animals will abide by the municipal sanitary regulations.

(c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project.

(d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project, or that protrude through the walls or the roof of the project except as authorized by the Association.

(g) No animals shall be raised, bred or kept in any unit except for a maximum of two (2) dogs, two (2) cats or two (2) small birds only as household pets, provided that said pets are not kept for any commercial purpose and provided that said pets shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the board and provided that said pet shall not, in the judgment of the board, constitute a nuisance to others.

ARTICLE VII

Amendments to Plan of Condoplex Ownership

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

(a) By the Declarant until all condoplexes 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);

(b) By the vote of at least 75 percent of the authorized votes of all condoplex owners cast in person or by proxy by condoplex owners at a meeting duly held in accordance with the provisions of these Bylaws; or

(c) 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 these Bylaws.

However, notwithstanding the provisions of this Section, the provision 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.

ARTICLE VIII

Mortgages

Section 1. Notice to Association. An owner who mortgages his condoplex shall notify the Association through the management agent, if any, or the president of the Board of Directors in the event there is no management agent, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgages of Condoplexes."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a condoplex report any unpaid assessments due from the owner of such condoplex.

ARTICLE IX

Compliance

These Bylaws are set forth to comply with the requirements of Chapter 703 of the Wisconsin Statutes known as the "Condominium Ownership Act."

In case any of these Bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

IN WITNESS WHEREOF, the undersigned developer Declarant has executed this instrument this _____ day of _____, 1986.

NRG HOMES, INC.

BY: Jon Sopher, President

ANNUAL OPERATING BUDGET

URBANDALE PARK CONDOMINIUM HOMEOWNERS' ASSOCIATION

First Annual Pro Forma Budget for Phase I

Projected Expenses

Condominium Property Hazard Insurance ¹	\$ 1,797.00
Electricity Utility Charges ²	83.00
Trash Removal ³	720.00
Snow Removal and Lawn Maintenance ⁴	1,800.00
<hr/>	
First year total projected expenses:	\$ 4,400.00

Projected Income

Monthly fee per Condoplex TM	\$ 46.00
Eight Condoplexes in Phase I TM	x 8
	x 12 months
<hr/>	
	\$ 4,416.00

1
Based on Fleis Insurance Agency quote for \$450,000.00 building coverage and garaged automobiles, \$1 million Association liability, \$1 million Association officers and directors liability, \$450,000 Federal Flood Insurance program.

2
This is an estimate for electrical costs on five outside light fixtures.

3
This is based on a quote from Modern Cleaning Service of June 19, 1986 for a six yard dumpster with weekly disposal.

4
This is based on the maintenance contract from Kripps Lawn Management for snow plowing, removal and lawn maintenance.

AMENDMENT TO
URBANDALE PARK CONDOMINIUM
DECLARATION OF CONDOMINIUM

The undersigned Teestar Corporation, hereinafter "Declarant", and the Urbandale Park Condominium Association pursuant to Section 703.26 Wis. Stats. and Article 12 of the Urbandale Park Condominium Declaration of Condominium dated the 20th day of June, 1986 and recorded June 26, 1986 in Vol. 762 at Page 843 as Document No. 978011, and amended by Amendment to Urbandale Park Condominium Declaration of Condominium dated September 21, 1987 and recorded September 28, 1987 in Vol. 803 of Records at Page 789 as Document No. 1000392, hereinafter "Declaration", hereby amend said Declaration as set forth below. The purpose of this Amendment is to correct an omission in the Amendment to Urbandale Park Condominium Declaration of Condominium.

Articles 1 and 2 of the Declaration are amended to read as follows:

1. Description of Land:

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

A Condominium Plat of part of Lots 2 and 3 of the recorded subdivision plat of ROBERT AND GARY'S ADDITION, City of La Crosse, La Crosse County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of Lot 2 of ROBERT AND GARY'S ADDITION, as the point of beginning of this description; Thence North 88 Degrees 18 Minutes East, 177.31 feet along the North line of said Lot 2, to the westerly right-of-way line of Liberty Street; Thence South 02 Degrees 04 Minutes East, 0.22 feet along said right-of-way line; Thence continuing along said right-of-way line, 88.66 feet along the arc of a 45.00 foot radius curve, concave to the Northeast, the chord of which bears South 19 Degrees 34 Minutes 16 Seconds East, and measures 75.00 feet; Thence South 52 Degrees 37 Minutes 05 Seconds West, 29.60 feet; Thence South 01 Degrees 53 Minutes East, 52.13 feet; Thence South 88 Degrees 18 Minutes West, 44.00 feet; Thence South 01 Degrees 53 Minutes East, 44.00 feet; Thence South 88 Degrees 18 Minutes West, 14.00 feet; Thence South 01 Degrees 53 Minutes East, 20.00 feet; Thence South 88 Degrees 18

Minutes West, 80.00 feet; Thence South 01 Degrees 53 Minutes East, 26.00 feet; Thence South 88 Degrees 18 Minutes West, 42.00 feet, to the West line of Lot 3 of ROBERT AND GARY'S ADDITION; Thence North 01 Degrees 53 Minutes West, 231.00 feet along the West line of Lots 3 and 2 of ROBERT AND GARY'S ADDITION, to the point of beginning of this description.

Containing 34,385 Sq. Ft.

The street addresses of the units in Phase I of this Condominium are as follows:

Unit 1 - 227 Liberty Street #1
Unit 2 - 227 Liberty Street #2
Unit 3 - 227 Liberty Street #3
Unit 4 - 227 Liberty Street #4
Unit 5 - 227 Liberty Street #5
Unit 6 - 227 Liberty Street #6
Unit 7 - 227 Liberty Street #7
Unit 8 - 227 Liberty Street #8
Unit 9 - 227 Liberty Street #9
Unit 10 - 227 Liberty Street #10
Unit 11 - 227 Liberty Street #11
Unit 12 - 227 Liberty Street #12
Unit 13 - 227 Liberty Street #13
Unit 14 - 227 Liberty Street #14
Unit 15 - 227 Liberty Street #15
Unit 16 - 227 Liberty Street #16

Declarant reserved the right to expand this Condominium from time to time by subjecting additional property to this Condominium Declaration. This Declaration of Condominium includes the land described above and is referred to as Phase I. The land which is being added to this Condominium is referred to as Phase II. The description of the land to which Declarant is expanding this Condominium is as follows:

A Condominium Plat of part of Lots 2 and 3 of the recorded subdivision plat of ROBERT AND GARY'S ADDITION, City of La Crosse, La Crosse County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of Lot 2 of ROBERT AND GARY'S ADDITION; Thence South 01 Degrees 53 Minutes East, 231.00 feet along the West line of Lots 2 and 3 of ROBERT AND GARY'S ADDITION, to the point of beginning of this description; Thence South 01 Degrees 53 Minutes East, 49.66 feet along the West line of said Lot 3, to the Southwest corner thereof; Thence North 88 Degrees 40 Minutes East, 250.00 feet along the South line of said Lot 3, to the Southeast corner thereof; Thence North 02 Degrees 35 Minutes 13 Seconds West, 183.44 feet along the East line of said Lot 3; Thence North 28 Degrees 27

Minutes 16 Seconds West, 34.00 feet along the easterly line of said Lot 3, to the right-of-way line of a cul-de-sac on the South end of Liberty Street; Thence westerly along said right-of-way line, 33.33 feet along the arc of a 45.00 foot radius curve, concave to the North, the chord of which bears South 82 Degrees 45 Minutes 57 Seconds West, and measures 32.58 feet; Thence South 52 Degrees 37 Minutes 05 Seconds West, 29.60 feet; Thence South 01 Degrees 53 Minutes East, 52.13 feet; Thence South 88 Degrees 18 Minutes West, 44.00 feet; Thence South 01 Degrees 53 Minutes East, 44.00 feet; Thence South 88 Degrees 18 Minutes West, 44.00 feet; Thence South 01 Degrees 53 Minutes East, 20.00 feet; Thence South 88 Degrees 18 Minutes West, 80.00 feet; Thence South 01 Degrees 53 Minutes East, 26.00 feet; Thence South 88 Degrees 18 Minutes West, 42.00 feet; to the point of beginning of this description.

Containing 30,056.2 Sq. Ft.

The garage which was included in the amended plat Urbandale Park Phase I which was labeled as being "GARAGE FOR PHASE II" is assigned to Units 11 and 12 of Phase II.

The street addresses of the units in Phase II of this condominium are as follows:

Unit 1	-	225 Liberty Street	#	1
Unit 2	-	225 Liberty Street	#	2
Unit 3	-	225 Liberty Street	#	3
Unit 4	-	225 Liberty Street	#	4
Unit 5	-	225 Liberty Street	#	5
Unit 6	-	225 Liberty Street	#	6
Unit 7	-	225 Liberty Street	#	7
Unit 8	-	225 Liberty Street	#	8
Unit 9	-	225 Liberty Street	#	9
Unit 10	-	225 Liberty Street	#	10
Unit 11	-	225 Liberty Street	#	11
Unit 12	-	225 Liberty Street	#	12
Unit 13	-	225 Liberty Street	#	13
Unit 14	-	225 Liberty Street	#	14
Unit 15	-	225 Liberty Street	#	15
Unit 16	-	225 Liberty Street	#	16
Unit 17	-	225 Liberty Street	#	17
Unit 18	-	225 Liberty Street	#	18
Unit 19	-	225 Liberty Street	#	19
Unit 20	-	225 Liberty Street	#	20

2. Description of Buildings:

Phase I

The building in Phase I contains two parts. The main building consists of 16 dwelling units with 8 units on the first floor level

and 8 units on the second floor level. Each condoplex consists of a first floor level dwelling unit and a second floor level dwelling unit directly above it. The condoplex consisting of Dwelling Units 15 and 16 as shown on the plat map also has a one car garage. The condoplex consisting of Dwelling Units 9 and 10 as shown on the plat map also has a one car garage. The garages are on a concrete slab, wood frame, plywood roof sheathing, 15 pound felt and fiberglass shingles, aluminum fascia and soffit, vinyl siding, unfinished inside, one single glazed window and one steel insulated service door.

The principal materials of which the main building will be constructed are concrete footings, block foundation and concrete floor, 2 x 6" wood frame, plywood second floor subfloor and Gyprocite lightweight concrete underlayment covered by carpeting with pad or resilient flooring, painted drywall walls and ceiling with 3/4" foam board sheathing and vinyl siding with cedar scalloping--stuccato board--cedar board accent. All roofs are one-half inch plywood, 15 pound felt and fiberglass shingles. The fascia and soffit are prefinished aluminum. Windows are double glazed low-emissivity coated glass with a full screen. The wall insulation R-value shall be 24.4 approximately and the ceiling insulation shall be to R-50 approximately. Each dwelling unit has electric baseboard heat and separate utilities and one bath. Electricity is metered separately and paid by each owner. Water is metered to the Association Members and is paid by Association Members.

Phase II

Declarant is hereby expanding the Condominium by adding Phase II on the real estate described in the second description above to the Declaration in accordance with Chapter 703.26 of the Wisconsin Statutes. The buildings in Phase II are described as follows:

The building contains two parts. The main building consists of 20 dwelling units with 10 units on the first floor level and 10 units on the second floor level. Each condoplex consists of a first floor level dwelling unit and a second floor level dwelling unit directly above it. One additional garage of the same construction as the garages of Phase I is being added and is being assigned to Units 11 and 12. This additional garage is the garage referred to in amended plat Urbandale Park Phase I as "GARAGE FOR PHASE II". This garage is assigned to Units 11 and 12 in Phase II and can only be sold with Units 11 and 12 in Phase II.

The principal materials of which the main building in Phase II is constructed are the same as for the main building in Phase I. Each dwelling unit has electric baseboard heat and separate utilities and one bath. Electricity is metered separately and paid by each owner. Water is metered to the Association Members and is paid by Association members.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 17th day of February, 1988.

TECSTAR CORPORATION

URBANDALE PARK CONDOMINIUM
ASSOCIATION

Richard S. Nevier
BY: Richard S. Nevier, President

Marilyn R. Johnson
BY: Marilyn R. Johnson
President

Attest:

Cheryl L. Nevier, Sec.
BY: Cheryl L. Nevier, Secretary

Attest:

David A. Onsrud
BY: David A. Onsrud
Secretary

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

Personally came before me, this _____ day of _____, 1988, Marilyn R. Johnson, President, of the above-named Association, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Association, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Association, by its authority.

_____, Notary Public
La Crosse County, Wisconsin
My Commission expires: _____

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

Personally came before me, this 17 day of February, 1988, David A. Onsrud, Secretary, of the above-named Association, to me known to be the person who executed the foregoing instrument, and to me known to be such Secretary of said Association, and acknowledged that she executed the foregoing instrument as such officer as the deed of said Association, by its authority.

Don Blomquist
_____, Notary Public
La Crosse County, Wisconsin
My Commission expires: May 26, 1991

STATE OF NEW YORK)
) SS.
COUNTY OF Onondaga)

Personally came before me, this 9th day of February, 1988, Richard S. Hevier, President, and Cheryl L. Hevier, Secretary, of Tecstar Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such 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.

Rosemarie C. Abone
), Notary Public
Onondaga County, New York
My Commission expires: 4/30/88

ROSEMARIE C. ABONE
Notary Public, State of New York
Appointed in Onondaga County
My Commission Expires 4/30/88

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

Marilyn R. Johnson, being duly sworn on oath deposes and says:

1. She is the President of Urbandale Park Condominium Association.

2. On the 17th day of February, 1988, the Board of Directors of Urbandale Park Condominium at a meeting of the Board of Directors duly called and noticed, unanimously adopted the amendment to the Urbandale Park Condominium Declaration set forth above.

Marilyn R. Johnson
Marilyn R. Johnson

Subscribed and sworn to before me this
17th day of February, 1988.

John Blowers
), Notary Public

La Crosse County, Wisconsin
My Commission expires: May 26, 1991

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

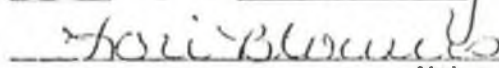
David A. Onsrud, being duly sworn on oath deposes and says:

1. He is the Secretary of Urbandale Park Condominium Association.

2. On the _____ day of _____, 1988, the Board of Directors of Urbandale Park Condominium at a meeting of the Board of Directors duly called and noticed, unanimously adopted the amendment to the Urbandale Park Condominium Declaration set forth above.


David A. Onsrud

Subscribed and sworn to before me this
17th day of February, 1987.


_____, Notary Public

In Crosse County, Wisconsin

My Commission expires: May 26, 1991

This document drafted by:

Atty. Jerome E. Lynch
La Crosse, WI 54602-2047