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DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND
COVENANTS FOR SUNSET CONDOMINIUMS

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Name and Return Address
Attorney Michael S. Moen
MOEN SHEEHAN MEYER, LTD.
201 Main Street, Suite 700
La Crosse, WI 54601

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**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
SUNSET CONDOMINIUMS**

Prepared by and
Return to:

Michael S. Moen
Moen Sheehan Meyer, Ltd.
201 Main Street, Suite 700
P.O. Box 786
La Crosse, WI 54601
(608) 784-8310

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**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR
SUNSET CONDOMINIUMS**

INTRODUCTION

THIS DECLARATION is made and entered into by Sunset Condominium Development, LLC, and hereinafter referred to as Developer or Declarant:

WITNESSETH, THAT:

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

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

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

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

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

**ARTICLE I
SUBMISSION TO ACT**

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

PARCEL 1
(CONDO PLAT PARCEL)

PART OF LOT 1 OF THE CERTIFIED SURVEY MAP RECORDED IN VOLUME 2 OF LA CROSSE COUNTY CERTIFIED SURVEY MAPS, PAGE 92, AS DOCUMENT NO. 933278, BEING PART OF GOVERNMENT LOT 5 OF SECTION 21, T16N, R7W, CITY OF LA CROSSE, LA CROSSE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, T16N, R7W, ALSO BEING THE SOUTHEAST CORNER OF GOVERNMENT LOT 5; THENCE N88°21'14"W, 1036.30 FEET ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 5, TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 16; THENCE N05°29'00"W, 184.12 FEET ALONG SAID RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 16, 255.24 FEET ALONG THE ARC OF A 2745.17 FOOT RADIUS CURVE, CONCAVE TO THE EAST; THE CHORD OF WHICH BEARS N02°49'11"W, AND MEASURES 255.15 FEET; THENCE S88°50'28"E, 26.00 FEET; THENCE N01°09'32"E, 20.93 FEET; THENCE NORTHEASTERLY, 39.96 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, THE CHORD OF WHICH BEARS N 46°56'40"E, AND MEASURES 35.84 FEET; THENCE S87°16'12"E, 11.08 FEET; THENCE N02°43'48"E, 26.00 FEET; THENCE N87°16'12"W, 11.87 FEET; THENCE NORTHWESTERLY, 39.61 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, THE CHORD OF WHICH BEARS N41°52'57"W AND MEASURES 35.59 FEET; THENCE NORTHERLY, 502.03 FEET ALONG THE ARC OF A 2834.09 FOOT RADIUS CURVE, CONCAVE TO THE EAST, THE CHORD OF WHICH BEARS N08°34'47"E, AND MEASURES 501.38 FEET; THENCE N13°39'16"E, 61.58 FEET; THENCE NORTHERLY, 14.02 FEET ALONG THE ARC OF A 107.96 FOOT RADIUS CURVE, CONCAVE TO THE EAST, THE CHORD OF WHICH BEARS N17°22'29"E, AND MEASURES 14.01 FEET; THENCE S79°40'00"E, 166.84 FEET; THENCE S21°39'47"W, 230.47 FEET; THENCE S15°37'15"W, 703.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 2.030 ACRES AND SUBJECT TO ANY EASEMENTS OF RECORD.

1.02. Address. The address of the condominium shall be Highway 16, La Crosse, Wisconsin 54603. The addresses of the respective Units within the Condominium shall also be on Highway 16, La Crosse, Wisconsin 54603. The identifying letters and/or numbers for the Condominium and each unit shall be assigned by the Township and/or U.S. Post Office.

1.03 Construction of Condominium. Sunset Condominiums will consist of three (3) buildings containing six (6) units each. The buildings will be constructed principally of poured concrete foundations and footings, wood frame and drywall interior partitions. The roofs are asphalt shingle. All units will be provided with domestic water service, and sanitary sewer service, from the City of La Crosse, Wisconsin

1.04 Unit Plans. The Units all follow the same general floor plan, which is shown on EXHIBIT A attached hereto.

1.05 Ownership of Common Elements. Each Unit Owner will own a one-eighteenth (1/18) interest in the common elements (hereinafter described) and will be responsible for a corresponding fractional share of the Common Expenses (also hereinafter described).

ARTICLE II

DEFINITIONS

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

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

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

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

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

2.05. **Unit Number**. The number, letter, or combination thereof, designating the Unit on the Plat.

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

2.07. **Building**. A structure containing Units.

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

- (a) The land on which the building is located subject to the limitations hereinafter set forth governing the use of certain lands which are reserved as a limited common area;
- (b) The foundations, columns, girders, beams, supports, main walls and roofs, as may pertain to the building;
- (c) The grounds and yards;
- (d) Installations of such of the following central services as may be installed: electricity, gas, telephone and cable TV.

- (e) The tanks, pumps, motors, fans, compressors, ducts, wiring, and in general all apparatus and installations existing for common use, or located beyond the interior surfaces of the walls, ceilings and floors of the Units;
- (f) Utilities for water, sewage treatment, drainage and roadways within the condominium plat, and
- (g) The roadway providing ingress to and egress from the Property and units from the end of the city street, including the fencing and lighting along the road.
- (h) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.09. Common Expenses.

- (a) All sums lawfully assessed against the Unit Owners by the Association of Unit Owners; and
- (b) Expenses declared Common Expenses by the Act or by the Declaration or By-Laws.

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

2.11. Limited Common Areas and Facilities. Those common areas and facilities designated in the Declaration as reserved for use of a certain Unit or Units to the exclusion of the other Units in the building, or to the exclusion of the other Units in the Condominium. The Limited Common Areas and Facilities appurtenant to each Unit are as follows: patio, front stoop/entryway, the paved driveway appurtenant to the garage attached to each Unit, and the attic space located above each Unit.

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

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

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

2.15. Plat. The Plat of Survey of the Property, Buildings, Designated Unit Areas and of all Units in the Property submitted to the provisions of the Act, which Plat is attached hereto as EXHIBIT A and by reference expressly incorporated herein and made a part hereof and registered and filed concurrently with the registration of this Declaration in the office of the Register of Deeds for La Crosse County, Wisconsin.

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

ARTICLE III

PROPERTY AND UNITS: SUBMISSION TO ACT

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

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

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

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

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

ARTICLE IV

COMMON ELEMENTS

4.01. Ownership of Common Elements. Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of

the Property, and except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The fractional ownership may be changed according to the provisions of the Act, or according to the provisions set out in this Declaration, provided that the provisions of this Declaration do not conflict with the Act. The undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

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

ARTICLE V

RESTRICTIONS ON USE

5.01. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

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

5.03. Maintenance of Common Elements. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses." Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in EXHIBIT B, attached hereto. Payment thereof shall be in such amount and at such times as may be provided by the By-Laws and/or Rules and Regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act.

5.04. Easements.

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

- (b) Easement for Utilities. The CenturyTel, Xcel Energy Company, the City of La Crosse and all other public utilities, their successors and assigns, serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cables, pipes and wires and other equipment into over, under, along and on any portion of the Common Elements for the purpose of providing the property with utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The Developer, prior to the creation of the Board, and the Board thereafter, may grant other or additional temporary or permanent easements for utility or other purposes over, under, along and on any portion of said common Elements, and each Unit Owner hereby grants the Developer, prior to the creation of the Board, and the Board thereafter, an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries. Said easement rights shall include, but not be limited to, the right to gain access to the attic area above each Unit Owner's Unit.

- (c) Easements to Run with the Land. All easements and rights described herein, including easements for the benefit of Unit Owners in Sunset Condominiums, are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property, or any part or portion thereof. Reference in any

deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

- (d) Easements for Police and Fire Protection. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.
- (e) Easement for Snow Removal. The City of La Crosse shall have the right and easement to use that portion of the property lying adjacent to the roadway on the east side, and being six (6) feet in width, to use for snow removal and storage of snow removed from the roadway.
- (f) Easements for Developer. The Developer is hereby granted an easement over and upon the Common Elements and upon lands appurtenant to the Condominium for the purpose of completing improvements for which provision is made in this Declaration. Developer is also granted an easement over and upon the Common Elements for the purpose of making repairs required pursuant to the Declaration or contracts for sale made with Unit purchasers.

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

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

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

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

5.09. Limited Common Areas.

- (a) All patios and decks, if any, shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that patio, and/or deck, if any, direct access to which is provided from his respective Unit and which is or are located outside of and adjoining his respective Unit; unless and until such time as the Board, as hereinafter provided, determines to the contrary, each Unit Owners shall be responsible for repair and maintenance and appearance of the patios and decks, the exclusive use and possession whereof is extended hereby, at his own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such patio or deck in any manner contrary to the Rules and Regulations as may be established by the Board or the Association.
- (b) Parking Areas. The driveway which is adjacent to the attached garage of each Unit shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that driveway, direct access to which is provided from his respective Unit and which is located outside of and adjoining his respective Unit. Unless and until such time as the Board, as hereinafter provided, determines to the contrary, the Homeowner's Association shall be responsible for the repair, maintenance and appearance of each Unit Owner's driveway, and shall keep said driveway free of all snow, ice and other debris, at all times, at its expense. Each Unit Owner shall be entitled to keep no more than two (2) automobiles on the Condominium grounds, and said automobiles shall be kept only in the garage space which is a part of the Unit or the parking space which adjoins said garage. The term "automobile" shall be defined to include trucks no larger than three-quarter (3/4) ton and motorcycles, but shall not include any other motorized or non-motorized vehicles. Only automobiles in working condition shall be permitted on the Condominium grounds. Larger vehicles or recreational vehicles may not be kept on the Condominium grounds at any time.

5.10. Maintenance, Repairs and Replacements of Units.

- (a) By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of the Condominium which are not included in the definition of the Units and, including the tangible personal property used in the operation, maintenance and management of the Condominium, and including without limitation the fencing along the entrance road to the property,

the exterior lighting/ground lighting, the storm water retention sand, and all landscaping.

- (b) By the Owner. Except as otherwise provided in paragraph (a) above, each Unit Owner shall furnish, at his own expense, and be responsible for the following:
- (1) All of the maintenance, repairs and replacements within his own Unit and all of the doors and windows appurtenant thereto, and all internal installations of such Unit, such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries or as specified in Article 3 above. Each Unit Owner shall be responsible for all of the maintenance, repairs and replacements for the water heater and water softener, if any. Provided, however, such maintenance, repairs and replacements as may be required for the bringing of gas, and sewer service or electricity to the Unit shall be furnished by the Board as part of the Common Expenses.
 - (2) All of the decorating within his own Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors, and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owners shall maintain such portions in good condition at his sole expense as may be required from time to time, which maintenance and use shall be subject to the Rules and Regulations of the Board. The interior and exterior surfaces of all windows forming part of the perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the Rules and Regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above-provided), and any redecorating of Units to the extent made necessary by any damage to existing decoration of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the

construction of the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

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

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

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

ARTICLE VI

SERVICE OF PROCESS

6.01. Service of Process. All legal notices and service of process which may be made or given to the Unit Owners, Board or to the property may be served upon Christopher J. Meyer, 1589 Medary Lane, Onalaska, Wisconsin 54650. The Unit Owners shall designate such successors as may be required to the aforementioned party at an annual meeting or a special meeting called in accordance with the provisions of Section 2.04 of the By-Laws. The number of voting members present to constitute a quorum and the number of votes required to approve such successors shall be in accordance with the provisions of the By-Laws.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

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

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

- (b) Obstruction of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.
- (c) Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the common Elements which will result in the cancellation of insurance on the Property or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
- (d) Exterior Exposure of Building. Owners shall not cause or permit anything to be hung or displayed on the outside walls of the Building, and no sign, awning, canopy, shutter, radio or television antenna, or air conditioning units shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.
- (e) Pets and Animals. Each Unit Owner shall be permitted to keep either two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat in their Unit. No such animal shall exceed thirty (30) pounds in size. No other pets or animals, including, but not limited to, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements. Each Unit Owner shall comply with any additional requirements that are set forth in the Condominium Rules and Regulations, relating to pets and animals.
- (f) Nuisances. No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit in the Common Elements nor shall anything be done therein or thereon either willfully or negligently which may be or become, in the judgment of the Board, an annoyance or nuisance to the other Owners or Occupants.
- (g) Impairment of Structural Integrity of Buildings. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Buildings, which would structurally change the Buildings or would jeopardize the soundness or safety of the Property, reduce its value or impair any easement, except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Buildings, or operate any machines, appliances, accessories or equipment in such

manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

- (h) Laundry or Rubbish. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the Rules and Regulations of the Board.
- (i) Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor, except with the consent of the Board, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Unit therein. The right is reserved by the Developer, its beneficiaries or its agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and to place such other signs on the Property as may be required to facilitate the sale of unsold Units. The rights is hereby given to the Board or its representatives to allow "For Sale" or "For Rent" signs on any Unit or on the Property, for the purpose of facilitating the disposal of Units by any Owner, mortgagee or the Board.
- (j) Alterations of Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.
- (k) Display of Model Units by Developer. During the period of construction of any Building or Buildings on the Property by the Developer, the Developer and its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said buildings and property and as may be required in connection with said construction. During the period in which sales of Units by the beneficiaries of the Developer are in process, but in no event for any period extending beyond one hundred eighty (180) months from the registration or filing of this Declaration, the Developer's beneficiaries may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Developer or said beneficiaries, one or more Units for business or promotional purposes, including clerical activities, sales offices, model Units for display and the like; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner or Occupant.
- (l) Certain Personal Professional Activities Permitted. The Unit restrictions in Paragraph (a) and (i) of this Article VII shall not, however, be construed in such a manner as to prohibit an Owner from (a) maintaining his personal business or

professional records or accounts therein; or (b) maintaining his personal professional library therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Paragraph (a) or (i) of this Article VII.

- (m) Persons Bound by Regulations. Any person who uses the Condominium Property in any manner, including Unit Owners, tenants of Owners, employees of Owners, as well as visitors and invitees of the above shall be subject to the Act, this Declaration and the By-Laws.

ARTICLE VIII

VOTES

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

ARTICLE IX

CONDEMNATION

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

- (a) To the Owners of the individual Units condemned, that portion of the condemnation award attributable to each Owner's Unit and the right of action, if any, arising thereunder and attributable to said Unit, together with said Owner's interest in the condemnation award for the Common Elements condemned, plus a sum equal to said Owner's interest in the remaining Common Elements to be paid by the remaining Owners. Any condemnation award, together with any right of action arising thereunder, attributable to a Unit with Individual Grounds allocated thereto, shall be the exclusive property of the Unit Owner insofar as said award or right of action pertains to the Unit constructed thereon. Any award for the taking of limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those limited Common Elements is restricted in proportion to their respective percentage interests in the Common Elements.
- (b) To the Owners of the Common Elements whose residential Units were not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation. Any award obtained by legal action shall be disbursed to the Owners as their common interests may appear, including the Owners of those Units condemned as though they were voting members.

- (c) In the event of a taking of all or a part of any Unit or the Common Elements, the Association shall promptly undertake to restore the improvements to an architectural whole compatible with the existing structure or structures. Any costs of such installation in excess of the condemnation award shall be a Common Expense. However, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to the extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five percent (75%) or more of the vote and of the eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages are allocated. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one (1) fund, and be divided among all Unit Owners in proportion to their percentage interest in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit.
- (d) Following the taking of all or a part of any Unit, the percentage interests appurtenant to the Unit shall be adjusted in proportion as provided in this Declaration and By-Laws. Following the taking of part of a Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit, and following the taking of all of a Unit, the right to vote appurtenant to the Unit terminates, provided that this provision shall be subject to any further requirements of the Act.

ARTICLE X

DAMAGE OR DESTRUCTION

10.01. Insurance.

- (a) Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however that in the event, within sixty (60) days after said damage or destruction shall occur, three-fourths (3/4) of the Unit Owners elect either to sell the Property or to withdraw the Property from the provisions of the Declaration and from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event of damage or destruction to any single building or buildings aggregating

less than fifty percent (50%) of the total buildings, said building or buildings shall be promptly repaired or restored.

- (b) Insufficient Insurance. In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and a majority of Unit Owners and all other parties in interest do not voluntarily make provisions for reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.
- (c) Any Owner may, at said Owner's option, carry additional insurance on his unit including coverage for any substantial improvements made therein.

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

ARTICLE XI

SALE OF THE PROPERTY AND REMOVAL FROM ACT

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

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

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

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

ARTICLE XII

GENERAL PROVISIONS

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

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

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

12.04. Amendments to Declaration. Except as may be specified otherwise in this Declaration, or in the By-Laws or the Act, the provisions of this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board and seventy-five percent (75%) of the Owners and mortgagees having bona fide liens of record against Units, except Section 12.03, which may never be changed without the written consent of the Declarant. Such change, modification or rescission shall be effective upon recording of such instrument in the office of the Register of Deeds of La Crosse County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

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

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

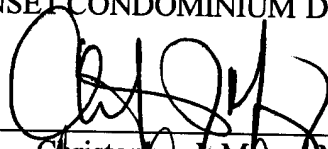
12.07. Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium residential development. In the event of any controversy arising under this Declaration,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

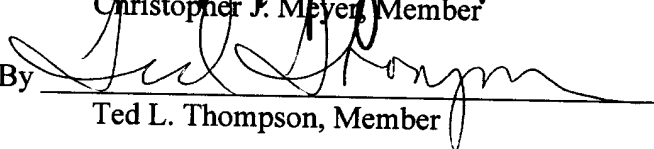
12.08. Failure to Comply with Act. Any Unit Owner failing to comply with the Act, this Declaration or the by-Laws, may be sued for damages or injunctive relief, or both, by the Association or by any Unit Owner.

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

IN WITNESS WHEREOF, this document has been executed this 22nd day of November, 2006.

DEVELOPER/DECLARANT:
SUNSET CONDOMINIUM DEVELOPMENT, LLC

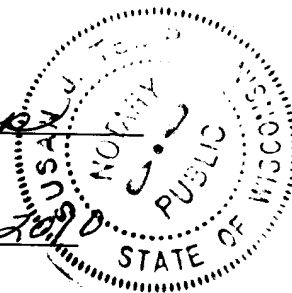
By  Member
Christopher J. Meyer, Member

By  Member
Ted L. Thompson, Member

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally appeared before me this 22nd day of November, 2006, the above-named Christopher J. Meyer and Ted L. Thompson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Susan J. Temp
Susan J. Temp
Notary Public, State of Wisconsin
My Commission: June 6, 2010



PART OF LOT 1 OF THE CERTIFIED SLURRY MAP RECORDED IN VOLUME 2 OF LORSSSE COUNTY CERTIFIED SLURRY MAPS, PAGE 72, AS DOCUMENT NO. 292069, BEING PART OF GOVERNMENT LOT 4, SECTION 21, T56N, R7M, CITY OF LORSSSE, LORSSSE COUNTY, WISCONSIN.

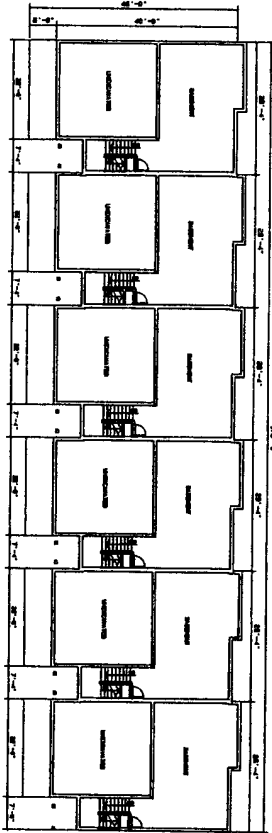
SECTION OF LOT 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845,



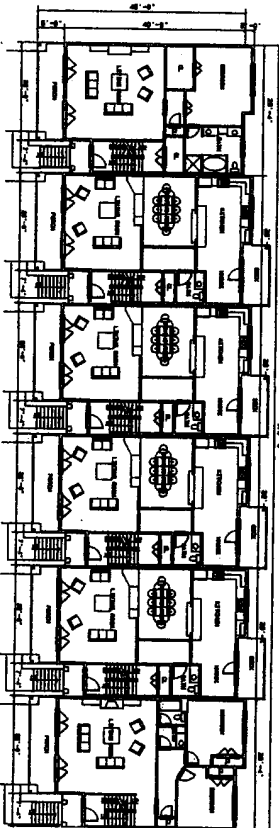
DERYL A. MORRIDE (REGISTER OF DEEDS)

PART OF LOT 1 OF THE CERTIFIED SURVEY MAP RECORDED IN VOLUME 2 OF LAPORE COUNTY CERTIFIED SURVEY MAPS, PAGE 72, AS DOCUMENT NO. 98008, BEING PART OF GOVERNMENT LOT 3, SECTION 24, T8N R7W CITY OF LAPORE, LAPORE COUNTY, WISCONSIN.

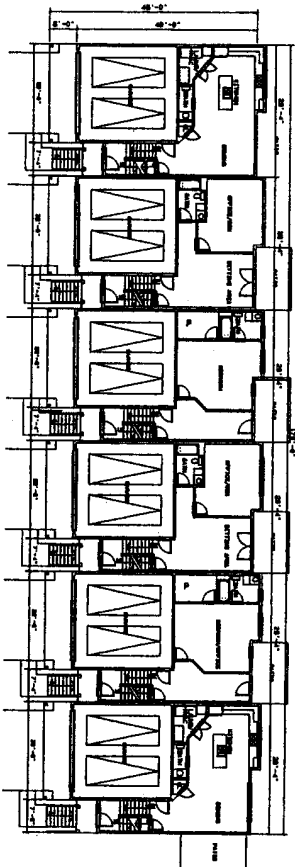
SUNSET CONDOMINIUMS



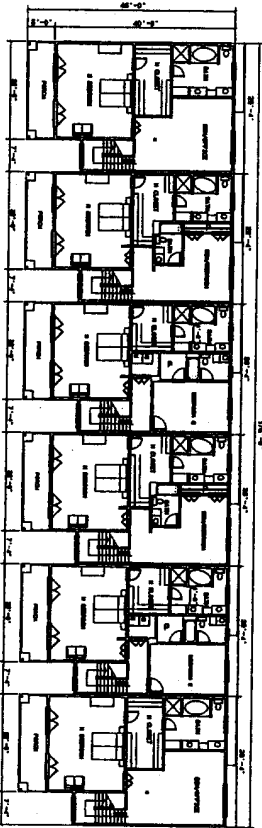
BASEMENT PLAN
SCALE NONE



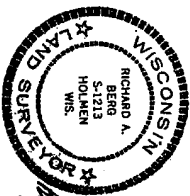
SECOND FLOOR
SCALE NONE



GROUND FLOOR
SCALE NONE



THIRD FLOOR
SCALE NONE



Richard A. Berg
3-09-07

EXHIBIT "B"

**FIRST YEAR ESTIMATED ASSOCIATION ANNUAL BUDGET
FOR SUNSET CONDOMINIUMS**

	ANNUAL	PER MONTH	PER UNIT PER MONTH
1. BUILDING MAINTENANCE	\$ 1296.00	\$ 108.00	\$ 6.00
2. OFFICE EXPENSES	648.00	54.00	3.00
3. INSURANCE	2592.00	216.00	12.00
4. SNOW REMOVAL COSTS	City of La Crosse		
5. LAWN CARE & WATER	3024.00	252.00	14.00
6. BLACKTOP CARE COSTS	City of La Crosse		
7. ROOFS	3240.00	270.00	15.00
8. BOOKKEEPING	648.00	54.00	3.00
9. RESERVES	1080.00	90.00	5.00
10. Water and Sewer	Individually billed by City		
Total	\$ 12,528.00	\$ 1,044.00	\$ 58.00

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