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DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR WOODBRIDGE CONDOMINUMS

WOODBRIDGE CONDOMINIUM ASSOCIATION, INC.
Restated and Amended BY-LAWS

WOODBRIDGE CONDOMINIUMS
EXHIBIT D
RULES AND REGULATIONS

Approved December 2015

DECLARATION OF CONDOMINIUM OWNERHSIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR

WOODBRIDGE CONDOMINIUMS
FIRST RECORDED NOVEMBER 5 1986

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

WOODBRIDGE CONDOMINIUMS
--Record Of Amendments--

[Original October 28, 1986]
[First Amendment November 5, 1986][1]
[Second Amendment November 5, 1986][2]
[Third Amendment November 5, 1986][3]
[Fourth Amendment November 5, 1986][4]
[Fifth Amendment November 5, 1986][5]
[Sixth Amendment December 9, 1986][6]
[Seventh Amendment December 9, 1986][7]
[Eighth Amendment December 9, 1986][8]
[Ninth Amendment December 9, 1986][9]
[Tenth Amendment March 10, 1989][10]
[Eleventh Amendment September 4, 2004][11]
[Twelfth Amendment July 9, 2008][12]

[1] Condominium consists of three buildings containing 10 units
[2] Condominium consists of five buildings containing 14 units
[3] Condominium consists of eight buildings containing 19 units
[4] Condominium consists of ten buildings containing 23 units
[5] Condominium consists of twelve buildings containing 28 units
[6] Condominium consists of thirteen buildings containing 32 units
[7] Condominium consists of fourteen buildings containing 34 units
[8] Condominium consists of sixteen buildings containing 38 units
[9] Condominium consists of seventeen buildings containing 42 units
[10] Condominium consists of eighteen buildings containing 45 units
[11] Amendment to delete from Article V Section 5.07 – Age Restriction Adults Only. Woodbridge Condominium Association advised by legal representation that Paragraph 5.07, as drafted in October 1986, is considered in direct violation of recent Fair Housing Laws and anti-discrimination legislation, and thus is no longer valid or applicable. [Presented to Unit Membership via memo dated September 4, 2004]
[12] Declaration Articles No. 2 Definitions Section 2.11 and addition of Sections 2.17 thru 2.20; and No. 3, Property and Units Submission to Act at Section 3.02 were revised for clarity

DISCLOSURE MATERIALS
WOODBRIDGE CONDOMINIUMS

La Crosse, Wisconsin

Owner/Declarant:	Woodbridge of La Crosse, Inc. 118 South 7th Street La Crosse, Wisconsin 54601
Developer/ General Contractor:	Barbour, Inc. 118 South 7th Street La Crosse, Wisconsin 54601
Exclusive Sales Agent: .	Coldwell, Banker, Barbour Realtors, Inc 118 South 7th Street La Crosse, Wisconsin 54601

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.

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

1. Declaration. The declaration establishes and describes the "condominium, the units and common areas. The declaration begins on page……D-1

2. By-Laws. The by-laws contain rules which govern the condominium and affect the rights and responsibilities of Unit Owners. The by-laws begin on page…….B-1

3. Annual operating budget. The association incurs expenses for the operation of the condominium which are assessed to the Unit Owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget is attached to the By-laws as Exhibit C.

4. Floor plans and map. The Declarant has provided floor plans of the units 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 map and the floor plans are attached to the Declaration as Exhibit A.

5. Owners Association. The Unit Owners, acting collectively through the Board and its officers, shall be known and organized as Woodbridge Condominium Association, Inc., a non-stock, non-profit corporation in accordance with Chapter 191, Wisconsin Statutes. A copy of the Articles of Incorporation of such corporation are attached to the By-Laws as Exhibit B.

6. Rules and Regulations. In addition to the by-laws of the association, the declarant has provided a set of rules and regulations for the harmonious operation of the condominiums. They are attached to the by-laws as Exhibit D.

DECLARATION OF CONDOMINIUM
WOODBRIDGE CONDOMINIUMS

INTRODUCTION

THIS DECLARATION is made and entered into by Woodbridge of La Crosse, Inc., hereinafter referred to as Declarant:

WITNESSETH, THAT:

WHEREAS, the Declarant 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 Declarant 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, pursuant to Section 703.26, Wisconsin Statutes, the Declarant shall have the right, but not the obligation, for a period of seven (7) years from the date of recording of this Declaration , to annex to the parcel of land and improvements described on Exhibit A attached hereto and incorporated herein by reference, and further described in Section 1.01 hereinafter, the additional parcel of land or contiguous portions thereof, and any improvements hereafter constructed thereon, which are described as Phases II through X in Article VII of this Declaration , and further described on the Plat of Condominium: and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of himself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as WOODBRIDGE CONDOMINIUMS) 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 Declarant desires and intends that the several Unit Owners, mortgagees, occupants and other persons hereinafter 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 Declarant as the holder of title of said real estate hereinafter described, and for the purposes hereinabove set forth, DECLARES AS FOLLOWS:

ARTICLE 1

Description

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

> Part of Lot 1, Certified Survey Map, Volume 2, Page 15, Document #920098, City of La Crosse, La Crosse County, Wisconsin, described as follows:
>
> Commencing at the Southwest corner of said Lot 1: thence S78° 40′ 58″ E (Recorded as S78°42′ 04″E) along the Southerly line thereof 101.84 feet; thence N11°18′48″W 77.24 feet to the point of beginning; thence continuing N11° 18′ 48″ 213.47 feet; thence N49°36′ 07″E 202.34 feet; thence S40° 23′ 53″E 82.90 feet; thence S49° 36′ 07″W 154.61 feet; thence S11°18′ 48″E 70.91 feet; thence S30° 00′ 00″W 124.24 feet to the point of beginning.

1.02. Address. The address of the condominium shall be 3453, 3455, 3457, 3461 and 3462, Woodbridge Court, La Crosse WI 54601.

1.03. Construction of Condominium. Woodbridge Condominiums will consist of five (5) units in two (2) ranch styled buildings. One building will contain three (3) units and the other building will contain two (2) units. Each building is constructed principally of concrete block foundations and footings, wood frame and drywall interior partitions, insulated glass windows and cedar and brick exteriors. Roofs are fiberglass shingle. Each building and unit is served by municipal water and sewer, gas and electric utilities, all of which are separately metered to each until.

1.04. Unit Plans. Each unit will follow one of five basic floor plans, as shown on Exhibit A, ranging from 1 to 3 bedrooms. Unit Owners can customize the interiors of their units and add options or special features. Each unit will have a 2-car gage and full basement.

1.05. Ownership of Common Elements. Subject to the Declarant's rights to expand the condominium each Unit Owner will own an undivided one-fifth (1/5) interest in the common elements as a tenant in common with all other Unit Owners, and will be responsible for a corresponding fractional share of the common expenses.

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 de fined, 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 hereto.

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

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

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

2.05. Unit Number: The number, letter, or combination thereof, designating the unit in the Declaration.

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

2.07. Building: A structure containing one or more units, .or two or more structures each containing one or more units and comprising a part of the property.

2.08. Common Areas and Facilities: The common areas and facilities shall consist of all of Woodbridge 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 buildings are located subject to the limitations hereinafter set forth governing the use of certain lands which are reserved as limited common areas;

(b) The foundations, columns, girders, beams, supports, main walls, roofs and entrances and exits of the buildings;

(c) The grounds, yards, parking areas, storage spaces and recreational facilities; except individual Unit basements;

(d) Installations of such of the following central services: power, light, gas, water and sewer;

(e) Any 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) 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.

(a) Appurtenant to each unit shall be a twelve by twenty-six (12 x 26) foot area extending from the rear of each unit, or such smaller area as may be available in the event of any obstruction.

(b)[13] Any improvement to be made in said area, including without limitation a deck, patio slab, privacy fencing or porch, shall require the prior written approval of the Developer or Board. Upon written approval of said improvement and completion of construction purchased by the Unit Owner, said improvement to the limited common area shall become the full responsibility of the Unit Owner and his insurer.

(c) There shall be no plantings allowed in the limited common areas except of a decorative or ornamental variety and no more than three (3) feet in height, without the Board's approval.

2.12. Majority or Majority of Unit Owners: The Unit Owners with more than 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.

[13] As amended July 9, 2008

2.15. Plat: The Plat of Survey of the Property, Buildings, and of all Units in the Property submitted to the provisions of the Act, together with that area of possible expansion described on the Plat, 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 or vehicle to and from the buildings to the public streets or highways.

2.17. Contents[14]: All Unit Owner items placed within the Unit, including furniture, wall hangings, all electronics, including radios, computers, telephones, televisions and any exterior TV reception disk by the Unit Owner. Contents shall include counter tops, appliances, including washer, dryer, stove, microwave, refrigerator, freezer, ceiling fixtures, including lights and fans.

2.18. Decorating and furnishings[15]: Drapes, wallpaper, attached decorating features such as sconces, woodwork, paneling, etc.

2.19. Improvement[16]: Any change to exterior appearance of the Unit or Building including but not limited to, skylights, solar tubes, exhaust fans, flood lighting, patio, deck, porch, sunroom, and 3 or 4 season rooms. A Unit Owner must seek prior written approval of the Board before the Unit Owner may proceed with the purchase and installation of all improvements.

2.20. Building superstructure[17]: That part of a building which is above the foundation and adjoining ground.

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: Description[18]: The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes of all of the interior wall, floors, including attic and wall insulation material, subfloor and drywall, as set forth on the Plat and the floor plans. The Unit shall also consist of the original builder installed components. For insurance purposes, Owner additions, modifications, upgrades, improvements to these aforementioned components shall be the responsibility of the Unit Owner.

[14] Added section amendment July 9, 2008
[15] Added section amendment July 9, 2008
[16] Added section amendment July 9, 2008
[17] Added section amendment July 9, 2008
[18] Revised Section 3.02, July 9, 2008

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

3.04. Certain Structures Not Constituting Part of a Unit: No Unit Owner shall own any pipes, wires', conduits, public utility lines or other structural components running through his Unit and serving more than his Unit.

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. Subject to the provisions of Article VII, the fractional ownership may be changed according to the provisions of 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
--As Amended--[19]

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

[19] Section 5.07 – Age Restriction Adults Only was deleted September 4, 2004 on advice of Association legal representation.

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. Easements:

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

(b) Easements for utilities: The La Crosse Telephone Corporation, Northern States Power Company, the City of La Crosse and all other public utilities, their successors and assigns, serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the property with utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The Declarant, 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 Declarant, 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.

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

5.04. 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.

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

5.06. Use of Units: Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

ARTICLE VI
SERVICE OF PROCESS

6.01. Service of Process: All legal notices and service of process which may be made or given to the unit Owners, Board or to the property shall be served upon Woodbridge of La Crosse, Inc., 118 South 7th Street, La Crosse, Wisconsin 54601. 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
EXPANSION OF CONDOMINIUM

7.01. Expansion:

(a) Pursuant to Section 703.26, Wisconsin Statutes, and subject to the limitations and requirements herein and therein set forth, the Declarant shall have the absolute right, but not the obligation, to be exercised within seven (7) years from the date hereof, to annex to the land and improvements described on Exhibit "A" attached hereto and incorporated by reference herein, and further described in Section 1.01 hereinabove, the additional parcel of land, or contiguous portions thereof, and any improvements hereafter constructed thereon, which is described on Exhibit B attached hereto and incorporated herein by reference. Any such expansion or annexation shall be accomplished by the recordation, in the same manner and with the same requirements and formalities as this Declaration, of Amendment or Amendments to this Declaration and the Condominium Plat.

(b) The consent of the Unit Owners or the Board shall not be required for any such expansion and the Declarant may proceed with such expansion at its sole option.

(c) The Declarant may add portions of ' such additional parcel of land at different times; however, such additions shall be substantially as set forth on Exhibit A attached hereto.

(d) The types and approximate locations of improvements that may be located on the additional lands are shown on Exhibit A attached hereto; however, the Declarant reserves the right to change the types and locations of such improvements if in its sole opinion such changes are required to achieve the best development.

(e) The Declarant reserves the right to change the size, design, and mix of the units in order to meet requirements of the market.

(f) The Declarant reserves the right to create Common Elements and Limited Common Elements in the additional lands and to change the designation of existing Common Elements to Limited Common Elements.

(g) Upon the addition of any such additional parcels, the allocation of fractional ownership of the Common Elements and voting rights shall be amended as further specified hereinafter.

7.02. Phase I: That premises described in Section 1.01 shall be referred to as "Phase I".

7.03. Phase II: The addition or annexation of the land so designated on Exhibit A shall be referred to as Phase II. Phase II shall consist of five (5) units in one (1) building of the same or similar sizes, types and styles as phase I.

7.04. Phase III: The addition or annexation of the land so designated on Exhibit A shall be referred to as Phase III. Phase III shall consist of four (4) units in two (2) buildings of the same or similar sizes, types and styles as Phase I.

7.05. Phase IV: The addition or annexation of the land so designated on Exhibit A shall be referred to as Phase IV. Phase IV shall consist of five (5) units in three (3) buildings of the same or similar sizes, types and styles as Phase I.

7.06. Phase V: The addition or annexation of the land so designated on Exhibit A shall be referred to as Phase V. Phase V shall consist of four (4) units .in three (3) buildings of the same or similar sizes, types and styles as Phase I.

7.07. Phase VI: The addition or annexation of the land so designated on Exhibit A shall be referred to as Phase VI. Phase VI shall consist of five (5) units in two (2) buildings of the same or similar sizes, types and styles as Phase I.

7.08. Woodbridge 2nd Addition: In addition to the land and improvements shown on Exhibit A and described above, the Declarant reserves the right, under the same terms and conditions as provided in Section 7.01 herein, to add to the condominium all or portions of the property described 'on Exhibit B attached hereto. Upon any such addition, Phases I through VI hereinabove shall be known and referred to as Woodbridge 1st Addition and the added property shall be known and referred to as Woodbridge 2nd Addition. Said property may itself be broken down in phases and added in portions at different times. The following improvements may be constructed in Woodbridge 2nd Addition:

(a) Five (5) buildings containing fourteen (14) units of the same or similar sizes, styles and types as in Phase I, which shall be added as Phases VII, VIII, IX and X, as shown on pages 3 and 4 of Exhibit A.

(b) Such types and amounts of auxiliary facilities and grounds as the Developer may deem desirable at its sole option.

(c) Boat Dockage. If sufficient demand therefore exists among purchasers of units, and the necessary permits and approvals can be obtained from the governmental agencies involved, Declarant reserves the right, but not the obligation, to construct as part of the condominium, boat dockage and related facilities in and along the river abutting the property. Access to such boat dockage may be provided through the Common Elements.

If so constructed, such dockage shall be a part of the Common Elements or Limited Common Elements and not part of any individual unit, provided that the Declarant or the Board may grant or sell exclusive leases, licenses or rights to use such dockage facilities on such terms and conditions as are deemed necessary in order to provide for the orderly use, maintenance and operation of such facilities: provided further, that no person or persons other than Unit Owners may use such facilities and that the cost thereof be charged to and borne by those Unit Owners making use of them, so that the facilities can be self-supporting without incurring either a deficit or a surplus, and without any obligation or liability on the general maintenance fund, or Unit Owners not making use of the facilities.

7.09. Reallocation of Ownership of Common Elements and Voting Rights: Upon the addition or annexation of Phases II-VI and Woodbridge 2nd Addition, or any portions thereof, the Unit Owners' ownership interests in the common elements and voting rights shall be automatically reallocated pro tanto as stated in the amendment to the Declaration adding the property, and the By-Laws automatically amended to conform with the reallocation.

(a) Such reallocation shall be determined by the Declarant based on the interests and obligations of existing units of the same type, or in the event that the added Units are of a different type, based upon the ratio of the square footage of the added unit to the square footage of all units in the condominium.

(b) The total number of votes of all voting Members shall be equal to the sum of the total number of units after the addition or annexation. The owner of each unit shall be entitled to one (1) vote.

(c) Rights and responsibilities in and for Common Expenses shall be automatically reallocated in conformity with the reallocation of ownership of the Common Elements.

7.10. Power of Attorney: There is hereby reserved unto the Declarant an irrevocable Power of Attorney, coupled with an interest, to execute, acknowledge, deliver and record any such instruments as may from time to time be required in order to carry out the purposes and provisions of this Article. Each Owner and each mortgagee of a Unit shall be deemed to have acquiesced in the amendments to this Declaration and to the Condominium Plat made in the manner set forth in this Article, .and covenants and agrees to execute such further instruments, if any, as may be required to properly accomplish such amendments.

7.11. Deed: Any deed for any Unit shall be delivered subject to the conditional limitations that the fractional ownership interests in the Common Elements and voting rights may be amended as provided herein.

ARTICLE VIII

GENERAL PROVISIONS

8.01. Votes: As further provided in the By-Laws, and subject to possible expansion of the condominium pursuant to Article VII hereinabove, the total number of votes which may be cast at meetings of the Association of Unit Owners shall be five (5). The owner(s) of each Unit shall be entitled to one (1) vote, which shall be appurtenant to each unit.

8.02. Damage or Destruction:

(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, 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.

(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 and the contents thereof.

8.03. 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.

8.04. Display of Model Units by Declarant: During the period of construction on the Property by the Declarant, the Developer and their contractors and subcontractors, agents and employees, shall be entitled to access, ingress and egress to said Property as may be required in connection with said construction. During the period in which sales of Units by the Declarant or its beneficiaries are in process, but in no event for any period extending beyond 36 months from the

registration or filing of this Declaration, the Declarant or its beneficiaries may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Declarant 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.

8.05. Covenants to Run with Land: Each grantee of the Declarant by the acceptance of a deed of conveyance, or each purchaser 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 of the Declaration were recited and stipulated at length in each and every deed of conveyance.

8.06. 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.

8.07. Waiver of Damages: Neither the Declarant, 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 Declarant's capacity as developer, contractor, Owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise in contract or in tort. The Declarant shall be responsible only for written representations made by it, and shall not be responsible for any representations made by the Developer, sales agents, or other parties. Without limitation, the generality of the foregoing enumeration includes all claims for, or arising out of repair or concerning 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.).

8.08. Amendments to Declaration: Subject to the provisions of Article VII herein, 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 75% of the Owners and mortgagees having bona fide liens of record against Units, except Section 8.07, 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.

8.09. 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.

8.10. 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.

8.11 Interpretation of Declarations: 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. 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, one named by the party or parties contesting 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 City of La Crosse, La Crosse County, Wisconsin.

8.12 Failure to Comply: 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.

IN WITNESS WHEREOF, this document has been executed as of this 1st day of October, 1986.

WOODBRIDGE OF LA CROSS, INC.
(signed) Richard D. Barbour, President

Signature of Richard D. Barbour, President of Woodbridge of La Crosse Inc., is authenticated this 28th day of October 1986

(signed) Michael S. Moen
Member of State Bar of Wisconsin

Ppppppppppppppppppp-[
First Federal Savings and Loan Association of La Crosse
(signed) Richard O. Wrobel, Vice-President

Subscribed and sworn to before me this 28th day October 1986
(signed) _____
Notary Public
La Crosse County Wisconsin
My commission expires 11-27-88

THIS DOCUMENT WAS DRAFTED BY:
MOEN, SHEEHAN, MEYER & HENKE, LTD.