

CONDOMINIUM DECLARATION FOR
BREEZY ACRES CONDOMINIUM

Document Number

Document Title

1352312

LACROSSE COUNTY
REGISTER OF DEEDS
DEBORAH J. FLOCK

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Recording Area

Name and Return Address

SANDYJERUE
W8328 PRAIRIE PINE LANE
ONALASKA WI 54650

Parcel Identification Number (PIN)

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CONDOMINIUM DECLARATION

The undersigned Owner does hereby subject the following described property and all fixtures and improvements thereon to Chapter 703 of the Wisconsin Statutes (the "Act") as amended from time to time, and the provisions of this Declaration. The property shall be known as the Breezy Acres Condominiums. Breezy Acres Condominiums shall be a small, residential condominium, as that term is defined under §703.365, Wis. Stats., and subsections (2) through (8) of that Statute shall apply. The addresses of the two (2) units shall be W8326 and W8328 Prairie Pine Road, Onalaska, Wisconsin 54650.

1. Description of Property:

Lot Three (3) of Central States Addition to the Town of Onalaska, La Crosse County, Wisconsin.

2. Attached hereto as Exhibit "A" and incorporated herein by reference is a copy of a survey plat showing the exterior boundaries of the property, and the location of the buildings and improvements on the property.

3. Also shown on Exhibit "A" are floor plans for the building located on the property, showing the dimensions of the building, its interior partitions, and the demising walls separating the two units in the building.

4. The common elements of the condominium shall consist of the structural portions of the building, all fixtures and utilities serving more than one unit, including the well, and the exterior portions of the property.

5. The two (2) units shall consist of the interior spaces enclosed within the exterior walls of the building located on the property, and separated by the wall located on the line shown on Exhibit A as a dashed line between Units 1 and 2. Each unit has an attached two (2) car garage.

6. The limited common elements shall consist of the exterior portions of the property, consisting of the yards and driveways appurtenant to each unit, and shall be reserved exclusively for the use of the occupants of each unit. The limited common areas appurtenant to each unit shall be determined by extending the line separating Unit 1 from Unit 2 in a northerly and southerly direction to the exterior boundaries of the property. The limited common area appurtenant to Unit 1 shall be approximately the westerly half of Lot 3. The limited common area appurtenant to Unit 2 shall be approximately the easterly half of Lot 3. There is one septic system located on the property, situated on Lot 3, which serves Units 1 and 2. The septic system shall be a limited common element appurtenant to Units 1 and 2. In the event that any maintenance or repair of the septic system shall be required, those repairs shall be performed and paid for by the owners of the units in equal shares. The well serving the property shall be a common element, and any and all costs associated with operation, maintenance or repair of the well shall be a common expense shared equally by both units. At least once per year, the septic tank shall be pumped and the water from the well shall be tested. Either unit owner may order the work to be done, and the costs shall be divided and paid equally.

7. The building and units may be used only for residential purposes, as provided in the applicable statutes, building and zoning codes.

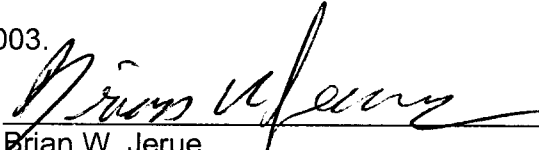
8. The owner of each unit shall own an undivided fifty percent (50%) interest in the common elements, and shall be responsible for fifty percent (50%) of the common expenses.

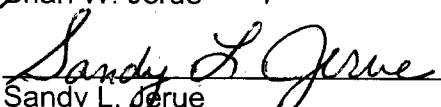
9. There shall be an association of unit owners, which shall be an unincorporated association, consisting of two (2) members, one appointed by the owners of each unit. The association shall have the rights and responsibilities provided under the statutes and the by-laws. Each association member shall be entitled to cast one (1) vote at meetings of the association.

10. Brian W. Jerue, W8328 Prairie Pine Lane, Onalaska, Wisconsin 54650, shall be designated to receive service of process on behalf of the association. He shall continue to so serve so long as he owns a unit in the condominium.

11. Except as otherwise provided herein, the terms and provisions of the Condominium Act, Chapter 703, Wisconsin Statutes, and particularly, §703.365, Wis. Stats., shall control.

Dated this 29th day of April, 2003.

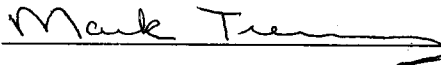


Brian W. Jerue


Sandy L. Jerue

STATE OF WISCONSIN)
) ss.
LA CROSSE COUNTY)

Personally appeared before me this 29th day of April, 2003, the above-named Brian W. Jerue and Sandy L. Jerue, to me known to be the persons who executed the foregoing instrument, and each acknowledged the same.



Notary Public
La Crosse County, Wisconsin
My Commission: February 19, 2003

DRAFTED BY:
Attorney Michael S. Moen
Moen Sheehan Meyer, Ltd.

