DECLARATION OF CONDOMINIUM OWNERSHIP AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE CONDOMINIUMS

This DECLARATION is made by Eggebeen Builders, Inc. a Wisconsin corporation, the date hereinafter stated, for the purpose of subjecting certain real property and the improvements thereon to the provisions of the Condominium Ownership Act (Chapter 703, Wisconsin Statutes), and for the additional purpose of imposing certain covenants, conditions and restrictions upon such property.

RECITALS

Section 1. Ownership: Eggebeen Builders, Inc. a Wisconsin corporation, of 1601 North Eighth Street, Sheboygan, WI, hereinafter referred to as "Declarant", is the owner of the subject property.

Section 2. Name of Condominium: The project shall be known as Creekside Condominiums, and shall hereinafter be referred to as the "Project", and shall consist of three (3) phases being located on U.S. Highway 141 and Camelot Boulevard, Sheboygan, Sheboygan County, Wisconsin.

Section 3. Condominium is Expandable: Declarant shall construct the Project in three (3) phases. Phase I shall consist of two (2) buildings containing four (4) units each or eight (8) units in total. Phase II shall consist of nine (9) buildings containing four (4) units each or thirty six (36) units in total. Phase III shall consist of a maximum of twenty-three (23) buildings containing four (4) units each, for a projected maximum of ninety two (92) units. **(Amendment #7, 17 October 2000)**

Section 4. Legal Description of Property: See Attached Exhibit "A".

Section 5. Covenants, Conditions, and Restrictions: Certain covenants, conditions, and restrictions upon the use or uses of the condominium property are set forth throughout this Declaration.

CONDOMINIUM PLAN AND COVENANTS, CONDITIONS AND RESTRICTIONS

NOW THEREFORE, the Declarant hereby establishes the following plan for condominium ownership of the real property described above and the buildings and improvements hereafter located thereon pursuant to the provisions of the Condominium Ownership Act, and hereby declares that all said property shall be held, occupied, used, transferred, sold and conveyed subject to the terms, conditions and restrictions of this Declaration.

ARTICLE I DEFINITIONS

As used in this Declaration, or in any amendment thereto, unless otherwise provided or unless the context requires otherwise, the following words/terms shall have the meaning set forth below:

Section 1.1 "Association": shall mean and refer to the Creekside Owners' Association, Inc., a nonstock, nonprofit corporation, organized under Chapter 181 of the Wisconsin Statutes, its successors and assigns.

Section 1.2 "Unit Owner": shall mean, refer to and include every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract sellers, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) or any unit described in this Declaration, and may also be referred to in this Declaration as "Owner".

Section 1.3 "Condominium Property": shall mean and refer to the real property described herein, together with the buildings, improvements, and structures thereon and all easements, rights and appurtenance's belonging thereto.

Section 1.4 "Building": shall mean, refer to and include each of the several detached structures identified herein and also depicted on the condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 1.5 "Unit" : shall mean, refer to and include each part of the condominium property designated as and intended for residential use, including one or more cubicles of air at one or more levels in a building.

Section 1.6 "Living Area": shall mean, refer to and include that part of a unit excluding the garage and storage areas, if any.

Section 1.7 "Common Elements": shall mean, refer to and include all of the condominium property, except its units as defined in Article 1, Section 1.5 and Article 4, Section 4.3 of the Declaration of Condominium Ownership and Covenants, Conditions and Restrictions of Creekside Condominiums. (Amendment #4,12 June 1984)

Section 1.8 "Limited Common Elements": shall mean, refer to and include those common elements designated in the Declaration or the condominium plat as reserved for the use of a certain unit, units or buildings to the exclusion of other units or buildings.

Section 1.9 "Common Expenses" or "Common Surpluses": shall mean, refer to and include the expenses and surpluses of the Association.

ARTICLE II
PHASED CONSTRUCTION

Section 2.1 Declarant Reserves Right to Expand: Phase I of Creekside Condominiums shall consist of two(2) four unit buildings: Building I being of the "Lexington" design and Building II being of the "Manor House" design. Phase II will consist of nine (9) four unit buildings of the "Williamsburg" design. Phase III will consist of twenty three (23) buildings of four units each of either the "Lexington", "Manor House", or "Vintage Manor House" design or a combination of such designs. Declarant specifically reserves construction of Phase II and Phase III and by this Declaration and this reservation, does not commit itself to initiate or complete construction of either or both phases. **(Amendment #3, 4 April 1983), (Amendment #7, 17 October 2000)**

Section 2.2 Time Limits on Reservation: Declarant shall have a right to expand the condominium by adding Phase II within two (2) years of the date of this Declaration and shall have the right to expand the condominium by adding Phase III for three (3) years from the date of this Declaration. By excavating for a foundation for any building in a new phase, Declarant elects to exercise its reservation to proceed with that phase. The affect of that exercise of Declarant's reservation as to ownership interests, common expenses and other matters, is more particularly set forth herein below.

ARTICLE III
DESCRIPTION AND IDENTIFICATION OF BUILDINGS, UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 Description of Buildings:

"Lexington"

The "Lexington", when constructed, will consist of a two-story wing, and a one-story wing, with a full basement, and attached four-car garage, and be of a frame construction with a poured concrete foundation and basement and may have a variety of exterior surfaces, including, but not limited to wood, aluminum or brick veneer. There will be four separate living units in the "Lexington" as more particularly described hereinafter below.

"Manor House"

The "Manor House" building, when constructed, will consist of two stories, with attached four-car garage, and a basement, and will be a frame construction, with a poured concrete foundation basement, with either aluminum, wood or brick veneer siding. Each building will consist of four separate living units more particularly described hereinafter below.

"Williamsburg"

The "Williamsburg", when constructed, will consist of two stories and basement and will be of a frame construction with a poured concrete foundation and basement, with wood or aluminum exterior siding. Each building will consist of four separate living units more particularly described hereinafter below.

Section 3.2 Description of Units:

"Lexington"

Each of the four units situated in the "Lexington" shall be separately designated by an identifying letter (A, B, C, and D) as set forth in Exhibits A, B, C. Unit A shall be known as the "Barrier Free Environment" unit and shall occupy the one story portion of the building and shall further consist of a separate basement area and garage. Units B and C shall be known as the "Town House" units and shall be adjacent units occupying the portion of the two-story building not located above the garage, with living area on both floors and further with separate basement and garage areas. Unit D shall be know as the "Penthouse" unit and shall occupy that portion of the second story area over the garage and shall include a separate garage area, but shall not include any storage area. Access within each unit to the exterior of the building and to the various levels of the unit shall be by means of interior stairways and/or doors, except that the garage for Unit D may only be entered from the outside of the building.

"Manor House"

Each of the four units situated in the "Manor House" building afore-described shall be separately designated by an identifying letter (A, B, C, and D) as set forth in Exhibits D, E, and F. Said Exhibits show the immediate limited common elements to which each unit has access to a corridor or a corridor and stairway as well as an exterior door. Living portion of each unit shall be wholly contained upon one of the two floors, with two units occupying each floor. In addition, each unit shall consist of a garage and storage area as designated herein.

"Williamsburg"

Each of the four units situated in the "Williamsburg" shall be separately designated by an identifying letter (A, B, C, and D) as set forth on Exhibits G, H, and I. Units shall have access to a corridor and/or a corridor and stairway as well as exterior door through the designated limited common elements as set forth herein. The living area of each unit shall be wholly contained on one floor within the building and in addition will consist of the area designated for storage in the basement of the building.

Each unit shall have either electric or gas heat, electric or gas hot water heater, separately metered water, gas and electricity and shall include a cooking stove and refrigerator. The living area of each unit shall be carpeted, except that there shall be vinyl flooring in the kitchen and bathrooms of each unit, and there shall be no carpeting on any interior stairway leading from the first floor of a unit to the basement. The boundaries of each unit shall be as set forth in Article IV, Section 4.3 below. If any of the common or limited common elements shall encroach upon any unit, or any unit shall encroach upon any other unit whereupon any portion of the common or limited common elements as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist as long as the building stands. In interpreting the exhibits attached hereto, the existing physical boundaries of a unit or a unit which is constructed in substantial compliance with the plan thereof, shall be conclusively presumed to be within its boundaries rather than the dimensions expressed in the attached exhibits, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the attached plans and those of the building.

Section 3.3 Description of Common Elements: The location of the Phase I and proposed Phase II common elements on the condominium property are indicated in Exhibits A thru K, inclusive, and also designated on the condominium plat filed in the office of the register of Deeds for Sheboygan County, Wisconsin, and the items of property and facilities included within the meaning of said term are as stated in Section 1.6 of this Declaration. The owners of each unit shall have an undivided interest as tenants in common in the common elements in such ratio as hereinafter stated in this Declaration. Common elements located within the proposed Phase III shall be designated by the plat of said proposed Phase if that Phase becomes a part of the condominium property and may further be designated on any amendment to this declaration that may be made concerning said Phase III.

Section 3.4 Description of Limited Common Elements: The limited common elements are part of the common elements of the project, but are permanently assigned and limited to the exclusive use of designated units as follows:

"Lexington"

Area A: The sun deck attached to and adjacent to Units B and C, which deck is accessible by a door from each of said units as designated on Exhibit A, shall be for the mutual use of Units B and C except as the Unit Owners may otherwise agree as to those areas on said deck that shall be for the exclusive use of one unit or the other, but in no manner shall the owner of either unit obstruct the right of the other unit owner to access on said deck and access over said deck for purposes of ingress and egress from his unit.

Area B: The sun deck attached to and adjacent to Units B and C which deck is accessible by a door from each of said units as designated in Exhibit B, and the dividing line between the units shall be the dividing line as to the area of said deck that each respective unit shall have exclusive use of.

Area C: The sun deck attached to Unit D, which deck is accessible by a door from said unit, as designated on Exhibit B, and said deck shall be for the exclusive use of said unit.

Area D: The porch and steps adjacent to the entry doors for each of the respective units which steps and porch shall be for the exclusive use of said unit.

Area E: The driveway area in front of each of the respective unit's garage which shall be for the exclusive use and benefit of that unit for driveway purposes. The parking areas adjacent to the building but not located in front of garages as designated on Exhibit K are for the exclusive use of guests of the units owners in said building.

"Manor House"

Area A: The patio area adjacent to Units A and B on to which patio each of the units has separate direct access as designated on Exhibit D.

Area B: The sun deck attached to and adjacent to each of Units C and D which decks have direct access from each unit by a door as designated in Exhibit E.

Area C: The entry way, stairways, hallways and adjacent areas as designated on Exhibits D, E and F, which areas are limited to the exclusive use of the units located in each building.

Area D: The driveway area in front of each of the respective unit's garage which shall be for the exclusive use and benefit of that unit for driveway purposes. The parking areas adjacent to the building but not located in front of garages as designated on Exhibit K are for the exclusive use of guests of the unit owners in said building.

"Williamsburg"

Area A: The sun deck attached to and adjacent to each of Units C and D which sundeck has direct access by a door from each unit as designated on Exhibit H.

Area B: The porch stoop and entry way attached to and adjacent to each of Units A and B, which stoop has direct access by a door from said unit as designated on Exhibit G.

Area C: The entry way, stairways and adjacent areas as designated on Exhibit G, H, and I in each building which area is limited to use of the units located in such building.

Area D: The parking stalls designated on Exhibit J which parking places shall be for the exclusive use and benefit of the designated unit owner. In addition, the undesignated parking stalls are for the use of guests of the unit owners.

Area E: For buildings 3 through 9 only, one stall as designated in the four car garage designated and reserved for each of said buildings, said garage being for the use of the unit owner so designated.

The limited common elements designated herein shall be assigned to the exclusive use of the particular unit and units designated and limited common elements shall be assigned by the Declarant to a unit purchaser and such conveyance shall designate such assignment. Thereafter the unit to which each of the limited common areas was assigned shall have the exclusive (mutual) use thereof and any subsequent conveyance of title to such unit shall pass with it as an appurtenance thereto the exclusive (mutual) use herein provided for. The use of the limited common elements afore described shall be restricted to the purpose for which they are herein designated and no owner shall use, add to, alter, modify or in any way change such limited common element in any manner contrary to provisions of this Declaration or the By-laws of the Association or any rules or regulations as may from time to time be adopted by the Association.

The limited common elements designated shall be subject to access under the provisions of this Declaration, the By-Laws of the Association or any rules and regulations as may from time to time be adopted by the Association, such access including but not limited to the purposes of maintenance, inspection and repair.

ARTICLE IV
PROPERTY RIGHTS

Section 4.1 Percentage of Undivided Interest in Common Elements: The fraction of undivided interest owned in the common elements (including the limited common elements, being a part hereof) and facilities appertaining to each unit and its owners in Phase I is one-eighth (1/8), which interest shall be conveyed with each unit. Upon commencement of construction, as that term is meant herein, within the time limit reserved by the Declarant of Phase II, the fraction of undivided interest owned in the common elements (including the limited common elements, being a part hereof) and facilities appertaining to each unit and its owners is one one-forty-fourth (1/44), which interest shall be conveyed with each unit. Upon the commencement of construction as that term is meant herein, of Phase II, the interest in the common elements shall refer to the common elements located within both Phases I and II but shall not include Phase III. Upon commencement of construction, as that term is meant herein, with the time limit reserved by Declarant, of Phase III, the fraction of undivided interest owned in the common elements (including the limited common elements, being a part hereof) and facilities appertaining to each unit and its owners is one one-hundred thirty sixth (1/136), which interest shall be conveyed with each unit. The undivided interest in the common elements as referred to herein upon completion of Phase III shall be an undivided interest in the common elements located in all three phases of the condominium property. Declarant acknowledges that the various units may be of different square footage, different construction, different costs and different assessed valuation, but has designated each unit regardless of such factors as having an equal interest in the common elements.

Further by this amendment the Declarant, Eggebeen Builders, Inc., by its appropriate officers as set forth herein below, attaches hereto and incorporates herein as Exhibit "B" the parking and street layout for Phase III of Creekside Condominiums, particularly setting forth the guest and visitor parking areas for said phase of Creekside Condominiums, pursuant to said exhibit. **(Amendment #7, 17 October 2000)**

Section 4.2 Status and Ownership of Units: Each unit, together with its undivided interest in the common elements and facilities shall constitute real property for all purposes, and the owner(s) of each unit shall be entitled to the exclusive ownership and possession thereof.

Section 4.3 Boundaries of Unit: The boundaries of the residential living elements of each unit shall be the underside of the finished interior surface of the floors, ceilings, perimeter and partition walls, such finished surfaces being included within the unit. In addition, as may be applicable, the unit may contain a garage and/or storage area(s). The interior space of such areas shall be included in the unit utilizing the same criteria set forth in this section as applies to the residential living element of each unit. All space between the underside of the interior surface of the floors, ceilings, perimeter or partition walls, including all electrical, plumbing, heating, and air conditioning, and other structural installations shall constitute part of the common elements. **(Amendment #4, 12 June 1984)**

An individual unit living area shall also include any and all "Florida Rooms" or other enclosures immediately adjacent to an individual unit and from which access is gained. These enclosed living areas are built on patio or deck areas that would otherwise be considered "limited common elements" but the enclosing of said area then includes it in the living space of that individual unit to which it is attached. Henceforth, all repairs and maintenance of these areas are the responsibility of the owner of that individual unit. **(Amendment #3, 4 April 1983)**

Section 4.4 Rights in Common Elements: Each owner, together with his family and guests, and tenants shall use the common elements for all purposes for which it was designed and intended. No owner, his family and guests or tenants may hinder or encroach upon the lawful rights of any other owner, such owner's family and guests or tenants with respect to such use, with the exception of the limited common elements as described in the Declaration. Such rights to use the common elements shall be subject to all restrictions and limitations as set forth in this Declaration or in the By-Laws of the Association, and the rules and regulations adopted pursuant thereto. The rights in common elements shall not commence as to Phases II and/or III until unit owners have an interest is said common elements as set forth through and above in Section 4.1.

Section 4.5 Easement of Enjoyment: Every owner shall have a non-exclusive right to an easement of enjoyment in and to the common elements, including, but not by way of limitation, a right and easement of ingress and egress over, upon and across the common elements necessary for access to such owner's unit. These rights and easement of enjoyment shall be appurtenant to and pass with the title to every unit, subject to the right of the unit owners to mortgage their interest in the common elements.

Section 4.6 Association Easement for Utilities and Services: The Association shall have the necessary easement or easements for utilities located on the condominium property, including, but not limited to, water lines, outlets and meters for water service to be used for watering the condominium grounds, and any other purpose determined by the Association to be appropriate as well as a power meter and/or lines for registering and distributing electricity used to light the condominium property and, further, the Association shall have the necessary easements of access to said utilities for whatever maintenance, use or repairs necessary. In addition, if other utilities are designated as common by the Association, the Association, its agents and employees shall have an easement for inspection, maintenance, and repair of all such easements and property as may be reasonable to accomplish the purpose of the Association.

Section 4.7 Other Easements: (The following specific easements apply only to Phases I and II. Declarant shall file an Amendment to this Declaration designating the easements, if any, applying to Phase III)

A. A ten (10) foot utility easement affecting the north ten (10) feet of Lots Eighty-four (84) and Eighty-Five (85), Plat of Creekside, as shown on attached Exhibit J, and more particularly described and set out in the Condominium Plat recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin.
B. Subject to a forty-two (42) foot building set back line adjacent to and parallel with the right of way of U.S. Highway "141" (Business) as designated in the Plat of Creekside recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume 13 of Plats on Pages 55/57.
C. Any other utility easement present now or necessary in the future as may be granted for gas, water, electrical, telephone services and sewer, whether or not evidenced by an instrument in writing of public record.
D. Should any of the aforedescribed easements hereafter be required to be evidenced by written instrument, Declarant reserves the right to convey same in its name alone, which conveyance shall be binding upon each owner of any unit on the condominium property by the acceptance of any right, title or interest therein.
E. All the easements described in this section and all rights appurtenant thereto shall run with and bind the land in perpetuity and shall inure to the benefit and be binding upon the Declarant, its successors and assigns, and upon all parties having any (legal or equitable) right, title or interest in the condominium property, their respective heirs, personal representatives, successors and assigns.

ARTICLE V
MEMBERS AND THEIR VOTING RIGHTS

Section 5.1 Members: Every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract sellers, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) to a unit, whether existing or proposed (as described herein), shall be a member of the Association which shall administer the common areas.

Section 5.2 Voting Rights: Each unit, whether existing or proposed shall be entitled to one vote only. If an owner shall own more than one unit, such owner shall be entitled to one vote for each unit owned. If there exists more than one owner of a unit, then they shall determine between themselves who has the right to cast the one vote or may divide their vote in relationship to their ownership interest in the unit, but in no event shall the owners of any one unit, if there be more than one, have more than one vote.

Proposed units shall include those units proposed in Phase II and Phase III, except if Declarant does not exercise its option as to either of the phases, than those units subject to the exercise of that option shall no longer be considered proposed units. (See Section 2.2 above as to the exercise of the option.)

The Declarant recognized that there are variances in the units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement in value, Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purposes of administration.

Section 5.3 Proxy on Behalf of Owner or Owners: In addition to the owner or owners exercising their voting right under Sec. 5.2 above the unit owner or owners may vote by proxy and such proxy shall be entitled to cast the vote appurtenant to such unit at all meetings of unit owners. The proxy is effective only for a maximum period of one hundred eighty (180) days following the issue thereof unless granted to a mortgagee or lessee. The designation of any proxy shall be made in writing to the Secretary of the Association and shall be revocable at anytime by a written notice to the Secretary by the owner or owners so designating. **(Amendment #6, 19 December 1984)**

ARTICLE VI
CONVENANT (AND LIEN) FOR ASSESSMENTS

Section 6.1 Assessments and Lien and Personal Obligation Therefor: Declarant, for each unit (whether existing or under construction) owned on the condominium property, hereby covenants and agrees to pay each owner of any unit in Phase I, by acceptance of any right, title or interest therein, is deemed to covenant and agrees to pay to the Association monthly assessments, special assessments for capital improvements and building assessments, which shall be established and collected as hereinafter provided in this Declaration and/or the By-Laws of the Association. The aforementioned assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be and constitute a continuing lien in favor of the Association upon the units(s), and the undivided interest in the common elements and facilities appurtenant thereto, against which such assessments if made, which lien shall arise and run from the time a Certificate for Lien is filed in the office of the register of Deeds for Sheboygan County, Wisconsin, or other appropriate place according to law, by authority of and at the direction of the Board of Directors of the Association. Such Certificate for Lien shall contain such information as is necessary to properly identify the unit against which the lien exists, the record owners thereof and the amount of the lien claim, and shall be signed by any officer of the Association. A lien for assessments, as provided for herein, may be foreclosed as provided in Section 703.16 of the Wisconsin Statutes. In addition to the foregoing, such assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be a personal obligation of the owner(s) of the unit against which assessed at the time such assessment (or any installment thereof) is due, and such personal obligation shall pass to the successors in title (except for mortgagees, their successors and assigns, and other purchasers who obtain title to the unit as a result of a first mortgage foreclosure) to such unit, and each owner of any unit, by acceptance of any right, title or interest therein, is deemed to assume the obligation to make such payment.

Should the Declarant exercise its option(s) as to Phase II and/or Phase III, then assessments shall be reallocated by adding to the units available for assessment those units for which an occupancy permit has been granted by the municipality. The first of the month following the date of issuance of the occupancy permit as to any unit, shall be the date the readjustment for assessments and the count made of units against which assessments will be made.

Section 6.2 Purposes of Assessments: The assessment levied by the Association shall be used to enhance the property value, to promote the recreation, health, safety and welfare of the unit residents, and for the maintenance and improvement of the condominium property. Subject to the provisions following, assessments shall be used to pay the common expenses of the Association for such items, but not by way of limitation, as: general maintenance service of the common elements (and facilities appurtenant thereto) and Association property; liability, fire and extended coverage insurance premiums for the common elements; utility charges for any part of the condominium property not individually metered to units; lawn care, landscaping, trash services, snow removal, repair, maintenance and operation of the common elements, facilities and Association property. Subject to the provisions of Section 6.3 following, special assessments for capital improvements shall be used to defray, in whole or in part, the common expenses for the costs of reconstruction, repair or replacement of capital improvements on the common elements or Association property, and the construction or purchase of new capital improvements, but may be levied upon only the

affirmative vote of sixty-seven (67%) of the unit owners present and voting in person or by proxy at a meeting duly called for that purpose in accordance with the provisions of the By-Laws of the Association, except as to repair and reconstruction after damage not in excess of Twenty Thousand ($20,000) Dollars for which the Board of Directors is authorized to, and shall, arrange such repair and reconstruction as set forth in greater detail hereinafter.

For the purposes of this paragraph, the start of construction in either Phase II or Phase III is not considered a capital improvement.

Declarant shall be responsible for the installation of sewer, water and street in Phase II and III upon exercising of its option herein, and such costs shall not be considered assessments of the condominium. Special assessments later imposed by a municipality may be treated as assessments herein. **(Amendment #7, 17 October 2000)**

Section 6.3 Common Expenses (and Surplus); Payment of Annual Assessment: Approximately 65% of the total annual estimated budget shall be shared on an equalized basis with the remaining 35% calculated of a square footage basis. Consequently, 65% of the assessment charged to a living unit shall be on an equalized basis, and the remaining 35% shall be on the basis of the number of square feet in said unit's living area. An individual unit's living area is defined in Section 1.5 and 1.6. The square footage of each unit shall be rounded off to the nearest one hundred. (Example: 949 square feet = 900; or 951 square feet =1000) The aforementioned percentages may be subject to change as circumstances require. For example, as the buildings age, more funds may be required for maintenance and repair. An exception to the above rule is: units having municipal trash pick-up would not be charged for trash pick-up. An additional refinement shall be the establishment of three separate bookkeeping accounts for each of the three types of buildings in the Association (1. Manor Houses 2. Williamsburgs 3. Lexingtons) from which expenses which are unique for each particular type of building shall be paid. (For example: Manor House hallway cleaning and/or redecorating.)

Declarant understands that the voting rights set forth herein above in Section 5 are different from the method of prorating the common expenses, but believes this proration to be equitable based upon the contemplated mix of units having various values and square footages. **(Amendment #2, 7 June 1983)**

Section 6.4 Date Annual Assessments Commence: The Annual assessments provided for above shall commence as to all units in Phases I, II and III on July 1, 1983, and shall be due and payable to the Association each year thereafter on the same date. The annual assessment (or applicable part thereof) shall apply to any building in Phases I, II and III as set forth in Section 6.1 and shall commence on the date of occupancy, or at such time as an occupancy permit is issued for any unit, whichever event occurs first. The annual assessment may be paid in monthly installments, provided, however, that any annual assessment paid in monthly installments shall have added thereto a service charge equal to 12% of the annual assessment, said service charge being payable in 12 equal monthly installments contemporaneous with the monthly installment of the annual assessment. Assessment payments that are delinquent by thirty (30) days shall be charged a late payment fee of three ($3.00) dollars. Special assessments as provided for in Section 6.1 shall be considered delinquent if not paid within sixty (60) days of receipt of notification of the Special Assessment. An additional charge of ten (10%) of the Special Assessment will be added after sixty (60) days. Should the annual assessments be determined insufficient to pay the common expense for such levied, the Board of Directors of the Association may increase the amount thereof and thereupon shall give written notice of such action to unit owners. **(Amendment #3, 14 June 1983), (Amendment #5, 4 April 1983)**

Section 6.5 Disposition of Excess Assessments: In the event the Board of Directors determines that excess assessments have been made or assessed to the unit owners, the Board of Directors may repay those excessive assessments or credit all or a portion of excessive assessments to the next annual assessment. Excessive assessments would be those assessments collected or due for which there are no existing or projected common expenses within a one year period, necessitating the payment of such funds or for which no specific contingency exists. The Board of Directors may make such repayments in their discretion, with due regard for past payment pattern and future needs. Determination as to which unit owner shall be eligible for a distribution of excessive assessments shall be based upon the same criteria as whether or not an assessment shall be applied to a unit, including prorations for part of one year.

Section 6.6 Certification of Status of Assessments: The Association shall furnish, upon request of a unit owner or such persons who have a bona fide interest in the status of such assessments, a Certificate signed by an officer (other than an owner of the unit for which requested) of the Association setting forth on a specified date the amount of unpaid or excess assessments on a specified unit.

Section 6.7 Remedies of Association of Non-payment of Assessments: In addition to the right of the Association to foreclose a lien for non-payment of assessments due and owing, an action at law against the owner(s) personally obligated to pay same may be brought by the Association. No owner may waive or otherwise escape liability for the payment of assessments by non-use of any of the common elements or by abandonment of his, her and/or its units.

Section 6.8 Priority of Lien: A lien for assessments shall be prior to all other liens except only (a) liens of general and special taxes. (b) all sums unpaid on a first mortgage recorded prior to the making of such assessments, and (c) mechanics' (construction) liens prior to the making of such assessment, as provided in Section 703.16 of the Wisconsin Statutes.

ARTICLE VII
DAMAGE AND DESTRUCTION OF PROPERTY

Section 7.1 Damage and/or Destruction: In the event the condominium or any of the buildings thereon is destroyed or damaged in an amount in excess of Twenty Thousand ($20,000) Dollars, action by the Association by a vote of more than sixty-seven (67%) of the unit owners present and voting in person or by proxy taken within ninety (90) days after such damage or destruction shall be necessary to determine to rebuild, repair, restore or sell the property as more fully set forth in the By-Laws of Creekside. **(Amendment #7, 17 October 2000)**

Section 7.2 Repair and Reconstruction After Damage: In the event of any damage to or destruction of the property or any building thereon, as a result of fire or other casualty or otherwise in the amount of Ten Thousand ($10,00) Dollars or less, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishing, fixtures or equipment installed by unit owners in the units, and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and such reconstruction is not in excess of the appropriate progress payments. Any cost of such repair and reconstruction in excess of the Insurance proceeds shall constitute a common expense, and the Board of Directors may assess all unit owners for such deficit as part of the common expense.

By acceptance of the Deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. If, notwithstanding the foregoing provisions, such a determination is submitted to the Board of Directors to the vote of the association, then the affirmative vote of the unit owners having more than five tenth (0.5%) percent of the authorized votes of all units owners, shall be sufficient to determine to repair and reconstruct.

ARTICLE VIII
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the condominium property, nor shall any addition, change or alteration be made to or on the building exteriors until the plans and specification showing the nature, kind, shape, height, materials, color and location thereof shall have been submitted to and approved by the Board of Directors of the Association. In the event the Board of Directors fails to approve such plans and specifications within thirty (30) days of their submission, such plans and specifications shall be deemed to have been disapproved.

ARTICLE IX
MAINTENANCE AND REPAIR

Section 9.1 All maintenance and repairs, effected within the boundaries of the residential living elements of each unit as defined in Article I, Section 1.5 and Article IV, Section 4.3 of the Declaration of Condominium Ownership and Covenants, Conditions and Restrictions of Creekside Condominiums, including any glass in window or doors that may adjoin such unit, even though said windows and doors might otherwise be considered condominium property shall be made by the unit owner and at the expense of the unit owner. In addition, each unit owner shall be responsible for the repairs and costs of repairs for all damages to any other unit or any common or limited common elements and facilities resulting from the negligence, misconduct, or misuse of any unit owner, the occupants of his or her unit, or his or her invitees. **(Amendment #4, 12 June 1984)**

Section 9.2 All maintenance, repairs and replacements provided for in Article VI set forth above to the common and limited common elements, whether located inside or outside of the building or the units (unless necessitated by the negligence, misuse or neglect of a unit owner(s), in which case such expenses shall be charged to such unit owner(s), shall be made by the Board of Directors and be charged to all unit owners as a common expense as set forth in Article VI above.

Section 9.3 Declarant (developer) shall bear the responsibility of maintenance repair as to any building (units) under construction for which an occupancy permit has not yet been issued by the municipality.

ARTICLE X
USE RESTRICTIONS

Section 10.1 Residential Use: Each unit is intended for and its use shall be restricted to a single family residence only, occupied by the owner(s) of such unit. Exceptions and special rules relating to occupancy are set forth in detail in the By-Laws of the Association or any rules established by the Association that may be permitted by the By-Laws. **(Amendment #7, 17 October 2000)**

Section 10.2 No nuisance shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the property by its residents.

Section 10.3 No signs of any kind shall be displayed to public view on the condominium property except those approved and authorized in advance by the Board of Directors of the Association.

Section 10.4 Additional Rules and Regulations: In addition to the foregoing, the Association may from time to time adopt reasonable rules and regulations pursuant to the By-Laws of the Association which regulations impose additional use restrictions on the condominium property, including but not limited to restrictions relating to the keeping of pets upon the condominium property and the placement of furniture or other items within the limited common or common elements.

ARTICLE XI
INSURANCE

Section 11.1 Property Insurance: The Board of Directors shall be required to obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, or other appropriate insurance coverage, insuring all condominium property, but not including furniture, furnishings or personal property owned by or located in units. Such insurance shall cover the property and shall name as insured the Association, the Board of Directors, the unit owners and their mortgagees as their interest may appear and such insurance shall be in an amount equal to not less that Eighty (80%) percent of full replacement value of the buildings without deduction for depreciation. Coverage shall be for the greatest value obtainable through

due diligence of the Association in its attempts to obtain insurance coverage. Each policy shall provide that proceeds shall be payable to the Board of Directors or an insurance trustee as may be provided for in the By-Laws of the Association as trustee for all unit owners and their mortgagees as their interest may appear. **(Amendment #3, 4 April 1983)**

Section 11.2 Payment of Loss: All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof, if Ten Thousand ($10,000) Dollars or less, shall be payable directly to the Board of Directors, and if more than Ten thousand ($10,000) Dollars, shall be payable to the Board of Directors or an insurance trustee as may be provided for in the By-Laws of the Association.

Section 11.3 Policy Requirements: All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insured, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be affected pursuant to this section.

Section 11.4 Public Liability Insurance: The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least One Million ($1,000,000) Dollars covering all claims for bodily injury or property damage arising out of one occurrence. Such insurance shall provide liability coverage for all common and limited common elements set forth herein in the Exhibits hereto.

Section 11.5 Additional Insurance: Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the board of Directors shall not affected or diminished by reason of any such additional insurance carried by any unit owner and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors. Each building or unit owner is responsible for obtaining such liability insurance as is necessary to insure his interest and liability for damage arising from the use and occupancy of his premises as may be made by third parties and is further responsible for obtaining such property insurance as may be necessary to insure his interest in personal or other property with Creekside.

Section 11.6 Declarant (developer) shall provide both property and liability insurance for any building (units) under construction to the date of issuance of an occupancy permit by the municipality and shall also bear the risk loss as to property and/or injury to third parties.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1 Covenants and Enforcements: All of the requirements imposed upon the owners of the condominium property by this Declaration shall be deemed to constitute covenants, conditions, restrictions or easements which shall run with and bind the property submitted to condominium ownership until removed from the provisions of the Unit Ownership Act of Wisconsin, and shall be binding upon and inure to the benefit of such property and all present and future parties having any legal or equitable right, title or interest therein, their respective heirs, personal representatives, assignees and successors. The Association and/or any owner shall have the right to enforce all such covenants, conditions, restrictions or easements now or

thereafter imposed by this Declaration and the By-Laws and the rules and regulations of the Association by any proceeding at law or in equity. Failure to proceed with such enforcement shall not be deemed or constitute a waiver of the right to therefore enforce the original or any subsequent violation.

Section 12.2 Additional Rights of Mortgage Holders: The holder of any mortgage of any unit or units which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated herein, shall have the right to receive written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purposes considering any proposed amendment to this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association. Further, the Board of Directors of the Association shall give, if also requested as provided herein, a notice of any default of any unit owner as to any of the provisions of this Declaration, the Articles and the By-Laws thereunder, simultaneously with giving the required notice to any unit owner for such violation. Further, if requested, the board of Directors shall give notice in writing to any mortgage holder of any damage to a mortgaged unit in excess of One Thousand ($1000) Dollars or to the condominium property in excess of Ten Thousand ($10,000) Dollars.

Section 12.3 Amendment of Declaration: This Declaration may be amended by the Declarant until all units have been sold, conveyed and paid for in Phase I and/or Phase II and III to the extent that Declarant has exercised its option (reservation) timely as provided herein, solely in order to correct any errors or omissions herein or may be amended by vote of at least sixty-seven (67%) of the authorized votes, voting as owners or by proxy by unit owners at a meeting duly held in accordance with the provisions of the By-Laws of the Association or by unanimous vote of all members of the Board of Directors of the Association at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that the provisions of Section 703.13 (4) of the Wisconsin Unit Ownership Act shall apply to any vote to change or alter the percentage of ownership in the common or limited common elements; and further provided that any amendment comply with Section 12.2 above, relating to the rights of mortgage holders. **(Amendment #7, 17 October 2000)**

Section 12.4 Termination of Condominium Plan: This condominium plan may be terminated only upon compliance with and in accordance to the provisions of Section 703.28 of the Wisconsin Statutes.

Section 12.5 Other Assessments: Should any local government unit levy an assessment for public improvements against any part of the condominium property, such assessments may be paid by the Association as a common expense, and the share thereof allocated to such unit(s) as may be appropriate as provided in this Declaration shall become and be added to the assessments against each such unit(s).

Section 12.6 Service of Process: The person to receive service of process upon the Association shall be the current President or Treasurer of the Creekside Owners' Association, 2505 Crosscreek Drive, Sheboygan, Wisconsin 53081, identified in the Annual Report to the Secretary of State. The members of the association may from time to time designate a successor to receive service of process, which shall be affected by compliance with statutory provisions of the State of Wisconsin therefor. **(Amendment #3, 4 April 1983), (Amendment #7, 17 October 2000)**

Section 12.7 Serverability: In the event any one or more of the covenants, conditions, restrictions, or easements contained in this Declaration is declared invalid, such invalid provisions shall in no way affect any other provisions of this Declaration which shall remain in full force and effect.

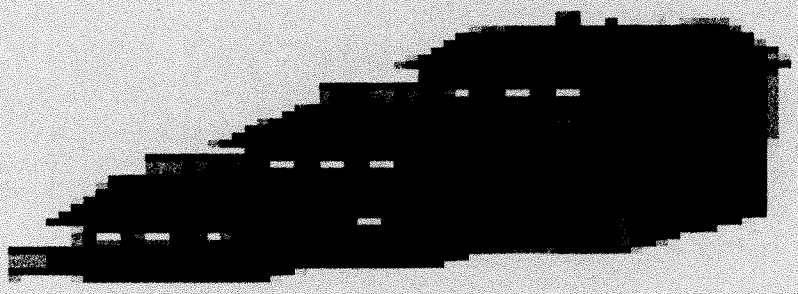
Dated at Sheboygan, Wisconsin, this 21st day of May, 1980

EGGEBEEN BUILDERS INC.
By: /s/ John R. Eggebeen
John R. Eggebeen, President)
By: /s/ Gerald R. Eggebeen, Secretary
(Gerald R. Eggebeen, Secretary)

Amended:
1. October 13, 1980
2. June 7, 1983
3. April 4, 1983
4. June 12, 1984
5. April 4, 1983
6. December 19, 1984
7. October 17, 2000

CREEKSIDE OWNERS' ASSOCIATION

2505 Crosscreek Drive
Sheboygan, WI 53081
920-458-7753



BY-LAWS

Last Amended: 17 October 2000

CREEKSIDE OWNERS' ASSOCIATION, INC.
2505 Crosscreek Drive
Sheboygan, WI 53081

BY-LAWS

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BY LAWS

OF

CREEKSIDE CONDOMINIUM ASSOCIATION, INC.

A non-stock, non-profit Corporation
Organized under Chapter 181 of the Wisconsin Statutes

ARTICLE I

PLAN OF OWNERSHIP

Section 1.1 Ownership. Creekside Condominiums located at Sheboygan, Sheboygan County, Wisconsin, is submitted to the provisions of Chapter 703, Wisconsin Statutes, and Condominium Ownership Act of Wisconsin.

Section 1.2 By-Laws Applicability. The provisions of these By-Laws are applicable to Creekside Condominiums.

Section 1.3 Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for the Project known as Creekside Condominiums, hereinafter referred to as the "Declaration," as recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin.

ARTICLE II

VOTING

Section 2.1 Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the unit in the Declarations.

Section 2.2 Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentage in the Declarations.

Section 2.3 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in the preceding paragraph of the Article shall constitute a quorum.

Section 2.4 Proxies. Votes may be cast in person or by proxy as set forth in the Declaration.

Section 2.5 Transaction of Business. The vote of a majority of Unit owners present at a meeting at which a quorum shall be present, shall be binding upon all Unit Owners for all purposes except where a higher percentage is required by Law, by the Declarations, or these By-Laws. **(Amendment #4, 5 May 1987)**

ARTICLE III

ADMINISTRATION

Section 3.1 Association Responsibility. The owners of the units will constitute the Creekside Owners' Association, Inc., hereinafter referred to as the "Association" which Association will have the responsibility of administering Creekside Condominiums, approving the annual budget, establishing and collecting monthly assessments, and arranging for the maintenance of Creekside Condominiums. Except as otherwise provided in the Declaration and in these By-Laws, decisions and resolutions of the Association shall require approval by a majority as set forth hereinabove in Article II and the Declarations.

Section 3.2 Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the owners as many be designated by the Board of Directors.

Section 3.3 Annual Meetings. The first annual meeting of the Association shall be held on the date of execution of these By-Laws. Thereafter, annual meetings shall be held on the first Tuesday of May of each succeeding year. Only business that has been included in the meeting notification can be transacted at the time of the meeting. **(Amendment #2, 12 June 1984), (Amendment #3, 19 December 1984), (Amendment #4, 5 May 1987)**

Section 3.4 Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or on a petition signed by a majority of the owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all of the owners present, either in person or by proxy.

Section 3.5 Notice of Meetings. It shall be the duty of the Secretary to mail, or have delivered, a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each owner of record, at least ten (10) by not more than thirty (30) prior to such meetings.

Section 3.6 Adjournment of Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 3.7 Order of Business. The order of business at all the Association meetings shall be as follows:

a. Roll call
b. Proof of notice of meeting or waiver of notices
c. Reading of the minutes of preceding meeting
d. Reports of officers
e. Report of committee
f. Election of inspectors of election
g. Election of directors
h. Unfinished business
i. New business

Section 3.8 Capital Expenditures Any proposal for an expenditure of a Capital nature, from either the General Fund or Replacement Fund, (i.e. Construction of a building; purchasing large equipment; additional property, etc.) having an aggregate capital cost more than twenty thousand ($20,000) dollars, whether by one expenditure or by a series of expenditures toward the same project or end, and whether the same be expended in one (1) year or over a period of morel than one (1) year and whether paid from funds of the Association or to be financed shall be the subject matter of special approval by sixty-seven (67%) of the unit owners present and voting in person or by proxy. **(Amendment #3, 19 December 1984), (Amendment #5, 17 October, 2000),**

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1 Number and Qualification. The Association's affairs shall be governed by a Board of Directors composed of five (5) persons, all of whom must be owners of units in Creekside Condominiums. **(Amendment #1, 4 April 1983)**

Section 4.2 Initial Board of Directors. The initial Board of Directors shall serve for a period of not less than one (1) year and no longer than thirty (30) days after the conveyance of seventy-five (75%) percent of the common element interest to purchasers in Phases I and II and if Phase III is constructed, in Phases I, II, and III, subject to the time limits set forth in the Declaration for the initiation of construction of such phases. At the time the seventy-five (75%) percent conveyance factor occurs, a special meeting shall be called as provided for herein to elect an original Board of Directors consisting of three (3) persons who are owners of condominium units whose terms shall be set forth as further provided herein, namely that one director shall serve for a period of one (1) year, another for a period of two (2) years, and a third for a period of three (3) years.

Section 4.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the Association's affairs and such further powers and duties as are set forth in the Declarations and may also do all such acts and things as are not by law or by these By-Laws or the Declarations directed to be exercised and done by the owners.

Section 4.4 Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association or by the Declarations, the Board of Directors shall be responsible for the following:

a. Care, upkeep and surveillance of the project and common areas and facilities and the restricted common areas and facilities.
b. Collection of monthly assessments from the owners.
c. Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities, and the restricted common areas and facilities.
d. Collection of special assessments from the owners which are not a part of the regular monthly assessments.
e. Maintain a file for all plans, plats, documents showing easements and all other documents pertinent to land use and building construction as may be useful for future reference in the expansion of the condominium, repairs, maintenance and any additions to said condominium.

Section 4.5 Election and Term of Office. The initial term of the Board of Directors designated by the Declarant, Eggebeen Builders, Inc., shall be set forth in Section 4.2 above in this article. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three (3) years. The directors shall hold office until their successors have been elected and hold their first annual meeting, or until such time as they may be replaced pursuant to these By-Laws or resign.

Section 4.6 Vacancies. Vacancies in the Board of Directors caused for any reason shall be filled by a vote of the majority of the owners at a special meeting of the Association, and such Director shall serve the same term as the Director replaced, except that the replacement of one of the original Board of Directors designated by Declarant, Eggebeen Builders, Inc., a Wisconsin corporation, as provided herein shall be by designation of the Declarant of a new Director to fill such vacancy.

Section 4.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created except that the original Board of Directors shall not be removed except by the Declarant, Eggebeen Builders, Inc., a Wisconsin Corporation. Any directors whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 4.8 Organization Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such a meeting, provided a majority of the whole Board shall be present.

Section 4.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meeting of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such a meeting.

Section 4.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 4.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.12 Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Board of Directors. If, at any meeting the Board of Directors, there be less than a quorum present, the members present may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.13 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium of such bonds shall be paid by the Association and assessed to the owners.

ARTICLE V

OFFICERS

Section 5.1 Designation. The principal officers of the Association shall be a President, a Vice President , and a Secretary-Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and/or assistant Secretary as in their judgment may be necessary.

Section 5.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 5.3 Removal of Officers. On an affirmative vote of the majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 5.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of President of an Association, including, but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the Association's affairs.

Section 5.5 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Board of Directors

Section 5.6 Secretary-Treasurer. The Secretary-Treasurer may be the same person and may be compensated for the reasonable value of services performed on behalf of the Association at a rate to be set by the Board of Directors on approval of the membership of the Association at its annual meeting. In addition, the Secretary-Treasurer, or one of them, shall maintain at all times a roster of unit owners, compute the assessments applicable to each unit based upon the formula and the procedure set forth in the Declaration of the Condominium and be responsible for mailing all required notices of meetings and assessments as said person or persons may be instructed by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 6.1 Assessments. All owners are obligated to pay annual assessments imposed by the association to meet all communal expenses, which may include a liability and property insurance as set forth in the Declarations. The assessments shall be made pro rata pursuant to the declarations. Such assessments shall include a general operating reserve and a reserve fund for projected expenses. Such assessments may also include special assessments as allowed by the Declaration and the Board of Directors shall direct the Treasurer of the Association to adapt any procedures not inconsistent with these By-Laws or the Declaration to facilitate the collection of the annual assessments as provided therein.

Section 6.1(a) Unpaid Condominium Lien. As permitted in Section 703.10 (c) (4) of the Wisconsin Statutes, any owner of a unit on which the Association has recorded a statement of a Condominium Lien on the unit and the amount necessary to release the Lien has not been paid at the time of a meeting, will be prohibited from voting at that meeting. A condominium Lien may be recorded by the Association Board of Directors on any unit on which there is a delinquent assessment over sixty (60) days. **(Amendment #3, 19 December 1984)**

Section 6.2 Maintenance and Repair.

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

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

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

Section 6.3 Use of Units.

(a) All units shall be used for residential purposes only, whether occupied by the unit owner or by a tenant. **(Amendment #5, 17 October 2000)**

(b) An individual unit owner shall not make structural modifications or alterations in his unit or make installations located therein without previously notifying the Association in writing and gaining the specific written approval of the Association for such modifications, installations, or alterations.

(c) No commercial business enterprise shall be conducted on the premises other than incidental cottage type craft businesses that require no storage of inventory, finished goods, customer shopping area, signs or other similar characteristics. **(Amendment #5, 17 October 2000)**

(d) Multiple ownership of units is not prohibited, but units shall be occupied as one family residential units. **(Amendment #5, 17 October 2000)**

Section 6.4 Use of Common Elements and Limited Common Elements

(a) A unit owner shall not cause any items of personal property to be placed in the common elements of condominium property except as may be necessary to provide normal transit through said common element and/or except by the express approval of the Association.

(b) A unit owner may store property within the limited common elements exclusively for the use of the unit owner, such as the patio. Property which may be stored in such area is limited to a small amount of firewood, shovels, brooms, lawn furniture and similar items of personal property, provided however, that no permanent storage of any item of personal property take place in the outside area.

(c) No buses, recreational vehicles, trailers, campers, boats, unlicensed or unrepairable automobiles, machinery, snowmobiles, or other similar motor vehicles shall be stored or kept on the condominium property for a period exceeding seventy-two (72) hours.

Section 6.5 Right of Entry. A unit owner shall permit representatives of the Association and other parties designated by the Association entry into the unit for purposes of maintaining the mechanical or electrical services, or performing any other act as authorized by these By-Laws or the Declaration of the Association.

Section 6.6 Pets. Unit owners may have pets on the condominium property subject to reasonable rules and regulations as may be adopted by the Association, but a unit owner maintaining a pet shall be responsible for the cost of any damages caused by the pet, including by not limited to damage to lawns caused by animal waste or digging, and shall be responsible for the day to day maintenance of such damage caused.

Section 6.7 Utility and Recreational Area. No area has been designated as a utility or recreational area in Phases I and II of the condominium, but it is contemplated that such utility and recreational area shall be available in Phase III, if Phase III ever becomes a part of the condominium property pursuant to the Declarations and/or any amendments thereto but the Association may designate such areas pursuant to its rule making power.

Section 6.8 Rental of Units. Unit owners may rent or lease unit or units which they own under such terms as otherwise comply with these By-Laws, the Declarations and any amendments thereto. Such rental shall be on a written lease, utilizing a form approved by the Association and provided, however, that such leases shall be written for at least a period of six (6) months unless specific approval for rental periods of less time are made by the Association pursuant to its rule making power.

Section 6.9 Rules of Conduct. The Association may adopt such rules of conduct as may be necessary for the purposes of maintaining the property of Creekside Condominiums and for the convenience of the owners of Creekside Condominiums including but not limited to the rules relating to the common areas of such condominium. Such rules may be adopted by a majority vote of the Association members present at a meeting as provided by these By-Laws.

Section 6.10 Assessment of Penalties. The Board of Directors has the authority to assess any owner a reasonable penalty (not to exceed $25, if it is a monetary fine) for violation of any section under Article VI Obligation of Owners. The fine shall be based upon the guidelines set forth by the Board of Directors and published in the Rules and Regulations of the Association. **(Amendment #5, 17 October 2000)**

ARTICLE VII

AMENDMENTS TO BY-LAWS

Section 7.1 By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purposes, and no amendment shall take effect unless approved by the owners representing at least sixty-seven (67%) percent of the total units as set forth herein and in the Declaration.

ARTICLE VIII

MORTGAGES

Section 8.1 Notice to Association. An owner who mortgages his unit or units shall notify the Association by advising the Secretary of the name and address of the mortgagee and the Association shall maintain such information in a book entitled Creekside Condominium Mortgages.

Section 8.2 Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit as well as any unpaid real estate taxes or special assessments levied by the taxing authority.

ARTICLE IX

COMPLIANCE

These By-Laws are set forth to comply with the requirements of Wisconsin Law and the Wisconsin Condominium Ownership Act. In the event any of these By-Laws conflict with provisions of the statute, it is hereby agreed and accepted that the provisions of the statute or other applicable law will apply.

Dated this 5th day of June 1980

CREEKSIDE OWNERS' ASSOCIATION, INC.

By /s/ John R. Eggebeen (President)

By /s/ Judith M. Glaeser (Secretary)

Amended: 4 April 1983 12 June 1984 19 December 1984 5 May 1987 17 October 2000