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DECLARATION OF CONDOMINIUM FOR 5th WARD CONDOMINIUM

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DECLARATION OF CONDOMINIUM FOR 5th WARD CONDOMINIUM

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ARTICLE I DECLARATION

Declarant hereby declares that the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property") is hereby submitted to the condominium form of ownership as provided in Wis. Stat. Chapter 703 (the "Act").

ARTICLE II NAME; DESCRIPTION OF PROPERTY

2.1 Name. The name of the condominium created by this Declaration (the "Condominium") is 5th Ward Condominium.

2.2 Legal Description. The land comprising the Property (the "Land") is located in the City of La Crosse, County of La Crosse, State of Wisconsin, and is legally described on **Exhibit A** attached hereto and made a part hereof.

2.3 Address. The address of the Condominium is 1303 Hagar Street, La Crosse, WI 54603.

ARTICLE III DESCRIPTION OF UNITS

3.1 Description of Building and Units. The Condominium shall consist of two (2) buildings, Building A and Building B (herein each a "Building"), which shall contain a total of fourteen (14) units, including parking consisting of fourteen (14) enclosed automobile parking garages, with one (1) enclosed parking garage being a part of each Unit. Each Building contains seven (7) units. Units 4, 5, 11, and 12 contain two (2) floors; all other units consist of one (1) floor.

3.2 Numerical Identification of the Units. The Units of the Condominium, their assigned numbers, and the Limited Common Elements reserved to each, including one (1) exterior driveway/parking area per Unit, are set forth on the Condominium Plat, which is attached hereto and incorporated herein as **Exhibit B**.

3.3 Unit.

A. Each Unit includes one or more contiguous or noncontiguous cubicles for air. The exterior boundaries of each Unit are as follows:

i. The upper boundary is the exterior horizontal plane of the undecorated and unfinished ceiling.

ii. The lower boundary is the exterior horizontal plane of the undecorated and unfinished floor.

iii. The side boundaries are the exterior vertical planes of the undecorated and unfinished walls.

iv. The foregoing boundaries extend to the intersection with each other and shall constitute the Unit. A Unit also includes the following:

a. Finished surfaces, including paint, wallpaper, carpeting or other flooring, and all original equipment of the Unit, including by way of illustration and not limitation, cabinets, appliances, plumbing and lighting fixtures, and the like included at the time of the acquisition of the Unit by the Unit Owner.

b. All interior doors their casements and the opening, closing, and locking mechanisms and hardware of such doors.

c. All wall and ceiling-mounted electrical fixtures and recessed junction boxes serving them.

d. All floor, wall, baseboard, or ceiling electrical outlets, switches, and the junction boxes serving them.

e. The cable/satellite television and telephone connections to the Unit and the junction boxes serving them.

f. All plumbing fixtures and the piping, valves, and other connecting and controlling equipment, materials, or devices laying between the fixtures and the main water or sewage lines serving the Unit but specifically excluding trade fixtures.

g. Any fireplace system serving the Unit, including all transmitting, connecting, and controlling equipment, materials, or devices which are a part of said system.

h. The exterior balcony located adjacent to the Unit.

B. Not included as part of a Unit are any structural components of the Building, corridors, and hallways outside the Unit, elevators, stairwells, janitor closets, mechanical rooms, all windows, all doors leading to Common Elements (as well as their casements), and any portions of the mechanical system of the Building (including the through wall heating, ventilating, and air conditioning units), not specifically included in the Unit as provided above, which lie within the cubicle or cubicles of air comprising the Unit. No Unit Owner shall own as part of its Unit any pipes, wires, conduits, public utility lines, or other structural components running through its Unit and serving more than its Unit, whether or not such items shall be located in the floors, ceilings, or perimeter of interior walls of the Unit.

3.4 Common Elements. Each Unit Owner shall have an undivided 1/14th or 7.14% interest in the Common Elements.

3.5 Conveyance of Unit Owner's Interest. Any deed, mortgage, lease or other instrument purporting to affect a conveyance of a Unit without including also the Unit Owner's interest in the Common Elements or Limited Common Elements, such as a Parking Stall, shall be deemed and interpreted to include the interest so omitted even though the latter are not expressly mentioned or described therein.

ARTICLE IV COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.1 Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

A. The Land;

B. The paved driveway, private streets, and pedestrian walkways, if any, situated on the Land;

C. Installation of central services, if any, providing services for more than one Unit, such as sewer, power, light, gas, and water;

D. The foundations, columns, pilasters, girders, beams, front balconies, supports, and main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

E. Security system, if any, for the common areas and entries;

F. That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;

G. Any other portion of the improvements to the Land that is not part of a Unit as described above;

H. The Limited Common Elements (subject to the usage and maintenance limitations set forth herein);

I. All other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use except as otherwise limited herein; and

J. All other portions of the Condominium not included in the definition of the Unit as described herein above.

4.2 Common Elements Not Part of Unit. No Unit Owner shall own any pipes, wires, cables, conduits, public utility lines, or other structural components running through its Unit and serving more than its Unit, whether or not such items shall be located in the floors, ceilings, or perimeter of interior walls of the Unit.

4.3 Use of Common Elements. Each Unit Owner may use the Common Elements in accordance with the purpose for with they were intended pursuant to this Declaration and the Association Instruments adopted by the Association without hindering or encroaching upon the lawful rights of the other Unit Owners.

4.4 Repair and Maintenance. The necessary work of maintenance, repair, and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Association Instruments, and the Act.

4.5 Easements. Each of the following easements and easement rights is reserved through the Condominium, and not withstanding any of the other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by a leasehold or lien other than those on the Condominium. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easement.

A. *Utility and Other Easements.* The Association through the Board, has the power, without joinder of any Unit Owner, to grant or modify easements such as electric, gas, cable television, or other access, utility, or service easements, or to relocate any existing easements, in any portion of the Common Elements as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements,

or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, through the Board, may also transfer title to utility-related equipment, facilities, or material, and may take any other action to satisfy the requirements of any utility company or governmental agent.

B. *Ingress and Egress.* A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective Invitees for pedestrian traffic over, through, and across the Common Elements as from time to time may be intended and designated for such purposes and use, and for vehicular and pedestrian traffic over , through, and across such portion of the Common Elements as from time to time may be paved or intended for such purposes and for purposes of ingress and egress to the public ways.

C. *Restraint on Separation and Partition.* The undivided share of ownership in the Common Elements and the common surplus appurtenant to a Unit cannot be conveyed or separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged, or transferred except as an appurtenance to the Units.

D. *Easements Run with the Land.* All easements and rights set forth in this Declaration run with the land and are subject to the control of the Association.

4.6 Limited Common Elements. Certain Common Elements shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." Each Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Elements that have been identified in the Condominium Instruments as being allocated to such Unit Owner, including but not limited to exterior driveways/parking areas. Unless and until such time as the Board determines to the contrary, each Unit Owner shall be responsible for repair, maintenance, and appearance of the Limited Common Elements the exclusive use and possession whereof is extended hereby, at its own expense including (without limitation) responsibility for breakage, damage, malfunction, and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate, adorn, or change the appearance of any such Limited Common Element in any manner contrary to such rules and regulation as may be established by the Board.

4.7 Conflict Between Unit Boundaries; Common Element Boundaries.

A. If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of the Building, or as a result of settling or shifting of the Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements; and

B. If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of the Building, or as a result of settling or shifting of the Building, then a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board, such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within 90 days after the discovery of the encroachment.

C. Following any change in the location of the boundaries of the Units under this Section, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

4.8 Damage; Indemnity; and No Nuisance. No damage to or waste of the Common Elements or Limited Common Elements or any part thereof shall be committed by any Unit Owner or any Invitee. Each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by it or its Invitees to the Association or the Owners. No noxious, destructive, illegal, or offensive activity shall be carried on in any Unit, in the Common Elements, in the Limited Common Elements, or any part thereof; nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Unit Owner or to any other person at any time lawfully residing in the Unit.

ARTICLE V CONDOMINIUM ASSOCIATION

5.1 General. All Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as 5th Ward Condominium Association, Inc. (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

5.2 Powers and Duties. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), Act, this Declaration, and Wis. Stat. Ch. 181 (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and the Bylaws. The Association shall have the exclusive right to promulgate, and to

delegate the right to promulgate, the Rules and Regulations from time to time, and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

5.3 Board of Directors. The affairs of the Association shall be governed by a Board of Directors (the "Board").

5.4 Maintenance and Repairs.

A. *By Association.* The Association shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for snow plowing all sidewalks, driveways, private streets, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

B. *By Unit Owner.* Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance (but not the repair or replacement of) exterior patio areas or balconies appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon 15 days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction, if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment.

C. *Damage Caused by Unit Owners.* To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such

alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such Invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

5.5 Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

5.6 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two years after the assessment becomes due as provided in the Act. Provided however that any such lien shall be inferior and subordinate to the lien for all sums payable to any first mortgagee of record and any mortgage guaranteed by the Department of Veterans Affairs: (the "Department") pursuant to 38 C.F.R. § 36.4358(b)(4)(iii).

5.7 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two years after the Special Assessment becomes due as provided in the Act.

5.8 Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund, such Common Surpluses

may be credited against the Unit Owners' General Assessments in the same fashion as General Assessments giving rise to the surplus were allocated or may be used for any other purpose as the Association may determine.

5.9 Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

5.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-service basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Wis. Stat. § 703.35.

ARTICLE VI PERCENTAGE INTERESTS; VOTING

6.1 Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium pursuant to this Declaration, the Percentage Interest shall be recalculated. Initially, each Unit's Percentage shall be $1/14^{th}$ or 7.14%.

6.2 Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's Percentage Interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

6.3 Voting. Each Unit shall have one vote appurtenant to such Unit at meetings of the Association.

6.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

6.5 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, have been furnished to the secretary of the Association. If any General or Special Assessment is delinquent and a statement of condominium lien, as described in the Act has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency

resulting in the filing of a statemen of condominium lien against a Unit shall constitute an act of default under any mortgage secured by the Unit.

ARTICLE VII ALTERATIONS AND USE RESTRICTIONS

7.1 Unit Alterations.

A. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements until the plans and specification showing the nature, kind, shape, height, materials, location, and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the Building by an Architectural Control Committee composed of the entire Board. The Architectural Control Committee may in its sole discretion appoint a representative or representatives to act on behalf of the committee. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within 30 days after said plans and specification shave been submitted to it, such approval shall be deemed to have been refused. If no application has been made to the Architectural Control Committee or their representatives, or approval has not been obtained, suit to enjoin or remove such addition, alteration, or changes may be instituted at any time. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this section, but compensation may be allowed to independent professional advisors retained by said committee. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

B. A Unit Owner acquiring an adjoining Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

C. If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the number of Units so combined divided by the total number of Units.

7.2 Separation, Merger, and Boundary Relocation.

A. Boundaries between Units may be relocated upon compliance with Wis. Stat. § 703.13(6) and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Wis. Stat. § 703.13(7) and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Wis. Stat. § 703.13(8) and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Unit Owners and Mortgagees having an interest in the Unit or Units affected.

B. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the Building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. When any boundary relocation, Unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the Percentage Interests shall be reallocated as follows:

i. In the case of a boundary relocation, the Percentage Interests, and votes in the Association, formerly appurtenant to the Units whose boundaries are being adjusted, shall be reallocated by the written agreement of the Unit Owners of the affected Units, and such reallocation shall be specified in the amendment referred to below.

ii. In the case of a Unit separation, the Percentage Interests, and votes in the Association, formerly appurtenant to the original Unit, shall be reallocated by the Unit Owner between the resulting Units, and such reallocation shall be specified in the amendment referred to below.

iii. In the case of the merger of two or more Units, the Percentage Interests and votes in the Association, appurtenant to the resulting Unit, shall be the combined Percentage Interests and votes of the Units from which the resulting Unit was created.

C. An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

7.3 Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association before the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

A. maintaining its personal professional library in its Unit;

B. keeping its personal business or professional records or accounts in its Unit;

C. handling its personal or business records or accounts in its Unit; or

D. handling its personal business or professional telephone calls or correspondence from its Unit.

Nothing in this section shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

7.4 Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

7.5 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided compliance with the following:

A. The term of any such lease shall not be less than four months;

B. The Unit Owner shall provide the Association with a full copy of the proposed lease at least ten (10) business days, prior to the Commencement of the lease term. The Association shall provide the Unit Owner notice of acceptance or denial (and the reason therefore) by email prior to the lease term Commencement Date. The Unit Owner shall provide to the Association a fully executed copy of each lease affecting a Unit Owner's Unit;

C. The lease contains a statement obligating all tenants to abide by this Declaration and the Association Instruments, providing that the lease is subject and subordinate to the same; and

D. The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval due to the failure of the lease terms to comply with all provisions of this Declaration and the Association Instruments.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner, and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association.

7.6 Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association.

7.7 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

7.8 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or woodpile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

7.9 Pets.

A. Livestock (including rabbits, poultry, and other animals) shall not be kept in any Unit or any part of the Property. Pets including dogs, cats, and other household pets (not to exceed two in number) may be kept by Unit Owners within each Unit Owner's respective Unit, but shall not be maintained for breeding purposes. For the purposes of keeping pets, Unit shall not include a patio, deck, or any Limited Common Elements.

B. Dogs, cats, and other household pets shall be carried or kept on a leash at all times when not in the Units. Household pets shall not be permitted to commit or cause a nuisance of any unreasonable disturbance.

C. Pets shall not be left unattended in any portion of the Common Elements. Unit Owners are responsible for immediate clean-up after their pets, regardless of the circumstances.

D. Unit Owners shall be liable for any damage to the Common Elements and property of other Unit owners and any of their Invitees including but not limited to carpeting, doors, walks, or plantings committed or caused by their pets.

7.10 Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside their Unit without the prior written consent of the Association.

7.11 Enforcement. Any and all attorneys' fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

ARTICLE VIII INSURANCE

8.1 Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for its Unit and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

8.2 Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors, and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

8.3 Fidelity Insurance. To the extent commercially available and reasonable in the Board's discretion, the Association shall acquire or maintain fidelity coverage against dishonest

acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than 50% of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

8.4 Directors' and Officers' Insurance. The Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of its status as such. Such coverage shall be in the minimum amount of at least $1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

8.5 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

8.6 Standards for All Insurance Policies. All insurance policies provided under this shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE IX RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.1 Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section.

A. *Damage Less Than Five Percent of Replacement Cost.* If the cost to repair or reconstruct the damaged portion of the Condominium is less than 5% of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a

deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if Unit Owners having at least a majority of the votes approve.

B. *Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Available.* If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than 5% of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus 5% of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus 5% of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if Unit Owners having at least a majority of the votes approve.

C. *Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available.* If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than 5% of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus 5% of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within 30 days after the date the Association receives repair or reconstruction estimates, the Unit Owners having 75% or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section shall be deemed to be consent to subject the Condominium to an action for partition.

9.2 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

9.3 Responsibility for Repair. In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.1), the Association has the responsibility of reconstruction and repair of the Common Elements and Limited Common Elements, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.1 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 9.6.

9.5 Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.6 Surplus in Construction Funds. All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first funds disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners in the same fashion as General Assessments would be allocated.

9.7 Partition and Sale Upon Consent. If following damage or destruction described in Section 9.1(C), the Unit Owners having 75% or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for La Crosse County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

9.8 Mortgagees' Consent Required. No approval, consent, or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE X CONDEMNATION

10.1 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

A. If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.

B. If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 10.2 below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

C. If part of the Common Elements is taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 10.2, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

D. If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

10.2 Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

10.3 Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

10.4 Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association, which shall immediately obtain reliable and detailed estimates of the cost to rebuild.

10.5 Assessments for Deficiencies. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

10.6 Surplus in Construction Fund. It shall be presumed that the first funds disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a

surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

10.7 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

10.8 Partition and Sale Upon Consent. If, pursuant to Section 10.2, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having 75% or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for La Crosse County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XI MORTGAGEES

11.1 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

A. The call of any meeting of the membership or the Board of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

B. Any default under, any failure to comply with, or any violation of any of the provisions of this Declaration, the Articles, or the Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

C. Any physical damage to the Condominium in an amount exceeding 5% of its replacement value.

11.2 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 11.1 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

11.3 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number

or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

11.4 Condominium Liens.

A. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure or deed in lieu of foreclosure shall not be liable for more than six months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title. Any remaining unpaid share of dues and assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners except the Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure of deed in lieu of foreclosure.

B. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he or she shall pay a reasonable rental value of the Unit. The Assessments shall be paid in addition to rent without offset of deduction.

ARTICLE XII AMENDMENT

Except as otherwise provided by the Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of at least 75% of the Unit Owners. For purposes of this provision, each Unit shall have one vote. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for La Crosse County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

ARTICLE XIII REMEDIES

13.1 The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include 30 days from the date of the filing with the Association of a petition, by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Except as stated herein, liability among a seller and a purchaser in a voluntary transfer of the Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of La Crosse or the County of La Crosse to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of 30 days shall be considered to

be a period for the consideration of the petition by the Association. If the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty 30-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of 60 days from (a) the date of the Association's denial of such petition, or (b) the passage of the aforementioned 30-day period for consideration of the petition by the Association.

13.2 The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce or recover damages for a violation of this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and second, to the owners of the Units damaged by the violation pro rata. Furthermore, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within 10 days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XIV GENERAL

14.1 Definitions. As used in this Declaration, capitalized terms not otherwise defined herein have the meanings set forth below:

A. "Association Instruments" mean the Association's Articles of Incorporation, Bylaws, and Rules and Regulations, as adopted and amended from time to time.

B. "Invitees" include any person who has an express or implied invitation to enter or use the Property, including but not limited to, agents and guests of the Unit Owners.

14.2 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements; to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium; and to maintain and repair Common Elements and other areas as described in Section 6.4. Such entry shall be made with prior notice to the Unit Owners and shall be

scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when delayed entry will result in injury or property damage. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board.

14.3 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one registered Unit Owner regardless of the number of owners who have an interest therein. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents, and the secretary shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

14.4 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

14.5 Registered Agent for Service of Process. Service of process on the Condominium or the Association may be made on Marvin W. Wanders, 1243 Badger Street, La Crosse, WI 54601. The Board may at any time designate a different person to receive service of process. The designation of a different person to receive service of process shall become effective upon being filed with the Wisconsin Department of Financial Institutions.

14.6 Separate Real Estate Taxes. Real estate taxes are to be separately taxed to each Unit Owner for its Unit and its corresponding percentage interest in the Common Elements as provide 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 its proportional share thereof, allocated in accordance with its respective Percentage Interest.

14.7 Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, the Bylaws, and the Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

14.8 Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

14.9 Disclosure Regarding Warranties. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Association to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be

reasonably adequate for use and occupancy, created by Wis. Stat. § 706.10(7), which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Wis. Stat. § 895.07(8).

14.10 Statutory Reserve Account. The Declarant shall establish a statutory reserve account pursuant to Wis. Stat. § 703.163(3). All funds collected to fund a statutory reserve account shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing Common Elements, other than routine maintenance, or for such other purposes as may be allowed under Wis. Stat. § 703.163. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

[Signature pages follow]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 7th day of March, 2023.

FIFTH WARD RESIDENCES, LLC

By: _____
Name: Marvin W. Wanders
Title: Managing Member

Signature of Marvin W. Wanders authenticated this 7th day of March, 2023.

_____
Kevin J. Roop
Title: Member State Bar of Wisconsin

By: Paul M. Borsheim
Name: Paul M. Borsheim
Title: Managing Member

Signature of Paul M. Borsheim authenticated this 27th day of February, 2023.

Kevin J. Roop
Title: Member State Bar of Wisconsin

By: _____
Name: Mark Etrheim
Title: Managing Member

Signature of Mark Etrheim authenticated this 27 day of February, 2023.

_____
Kevin J. Roop
Title: Member State Bar of Wisconsin

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Fifth Ward Residences, LLC to the undersigned recorded in the office of the Register of Deeds of La Crosse County, Wisconsin on 12/13/2021, as Document No. 1786235, in Volume _____ of Records, Page _____, does hereby consent to all terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 1st day of March, 2023.

RIVER BANK

By: _____
Name: Brian Spreuer
Title: President and CEO

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

Personally came before me this 1ST day of March, 2023, the President and CEO of River Bank, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

NOTARY PUBLIC
TODD BUCHANAN
STATE OF WISCONSIN

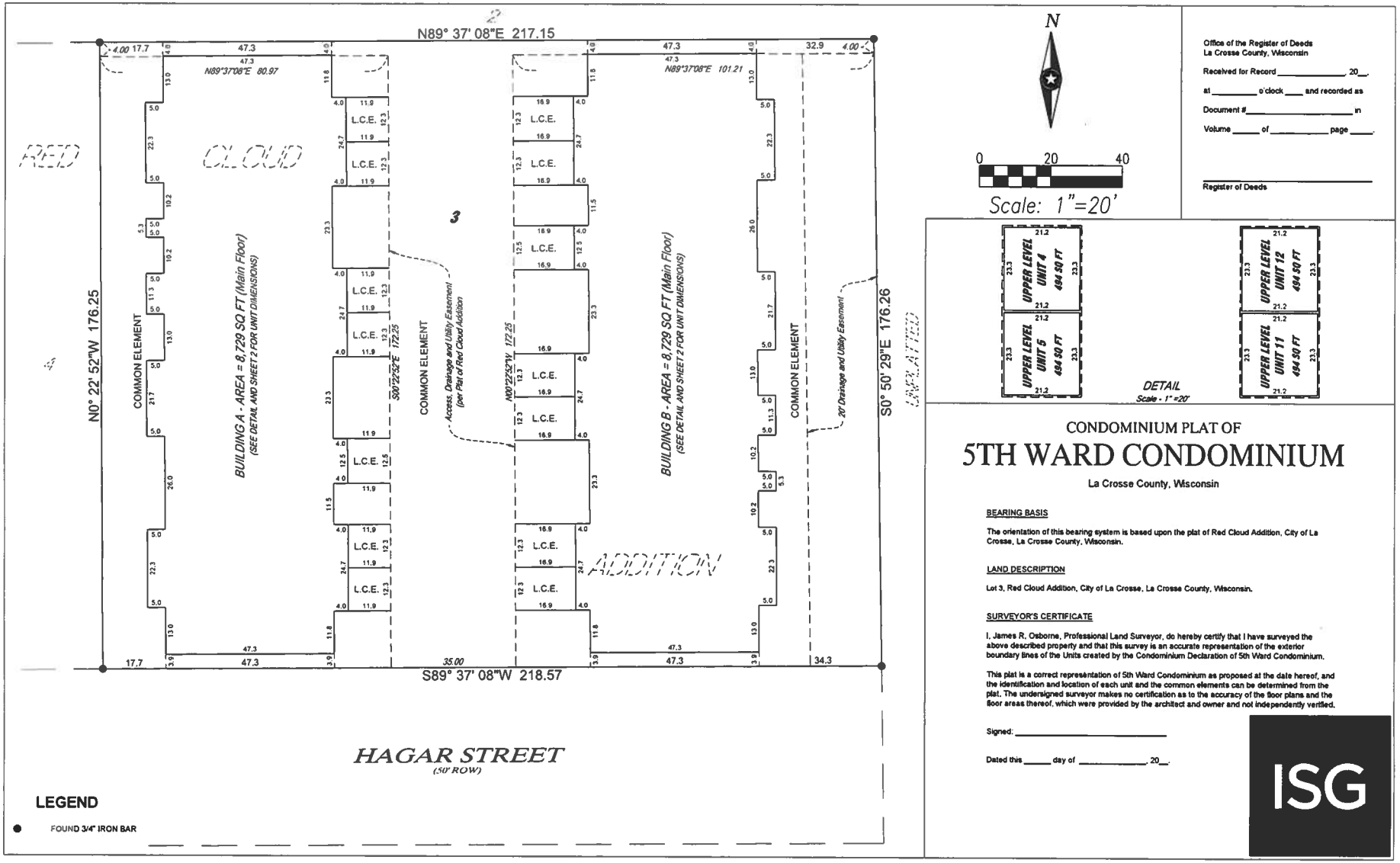
_____
Name: TODD BUCHANAN
Notary Public, State of Wisconsin
My commission expires OCTOBER 25, 2025.

This document drafted by and should be returned to:
Attorney Kevin J. Roop
Hale, Skemp, Hanson, Skemp & Sleik
505 King St., STE 300
P.O. Box 1927
La Crosse, WI 54601

EXHIBIT A
LAND

Lot 3, Red Cloud Addition, City of La Crosse, La Crosse County, Wisconsin.

EXHIBIT B



LEGEND

● FOUND 3/4" IRON BAR

N

0 20 40

Scale: 1"=20'

Office of the Register of Deeds
La Crosse County, Wisconsin

Received for Record _____, 20__,

at _____ o'clock ___ and recorded as

Document #_____ in

Volume _____ of _____ page ____.

_____

Register of Deeds

DETAIL
Scale - 1" =20'

CONDOMINIUM PLAT OF

5TH WARD CONDOMINIUM

La Crosse County, Wisconsin

BEARING BASIS

The orientation of this bearing system is based upon the plat of Red Cloud Addition, City of La Crosse, La Crosse County, Wisconsin.

LAND DESCRIPTION

Lot 3, Red Cloud Addition, City of La Crosse, La Crosse County, Wisconsin.

SURVEYOR'S CERTIFICATE

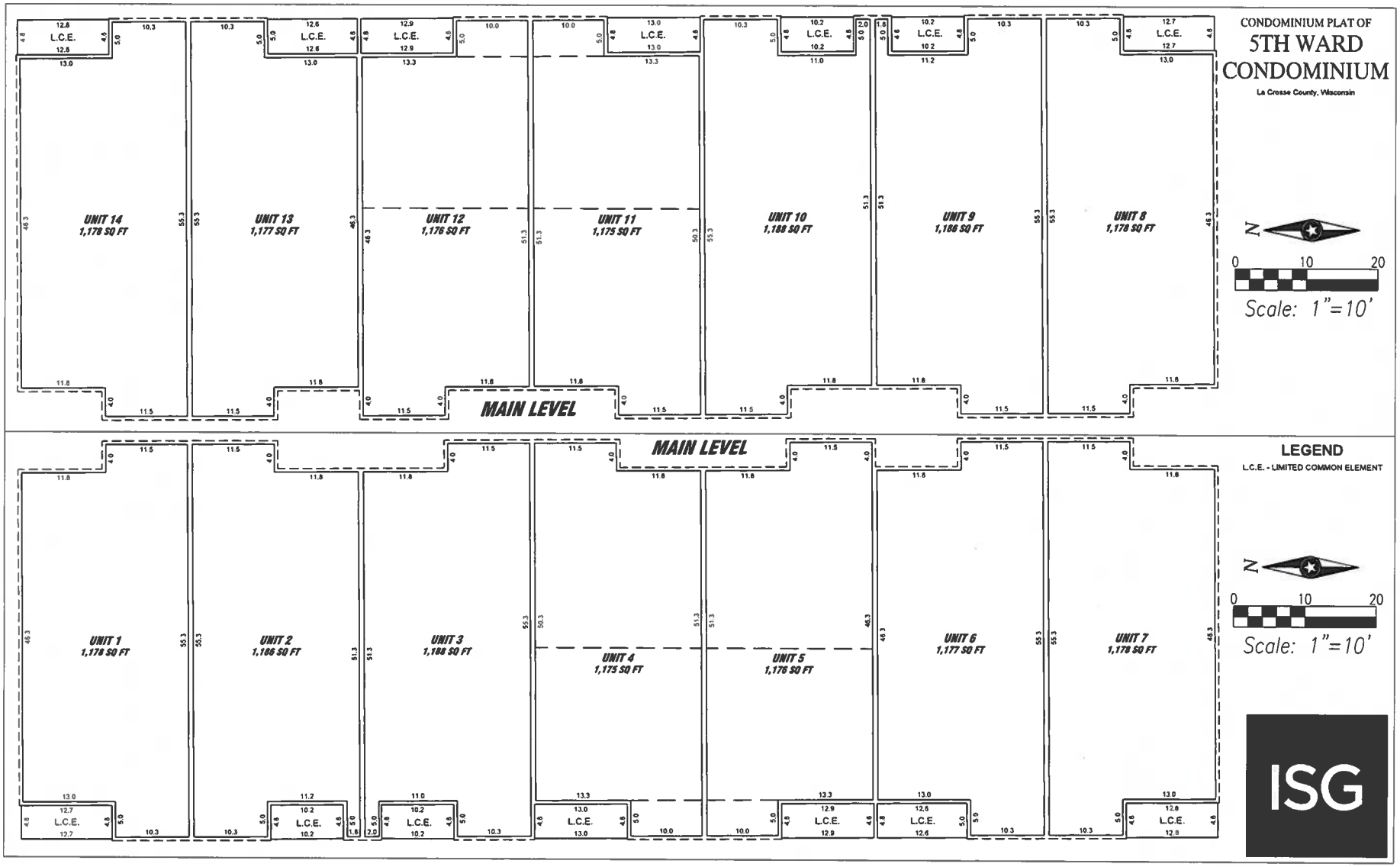
I, James R. Osborne, Professional Land Surveyor, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines of the Units created by the Condominium Declaration of 5th Ward Condominium.

This plat is a correct representation of 5th Ward Condominium as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans and the floor areas thereof, which were provided by the architect and owner and not independently verified.

Signed: _____

Dated this _____ day of _____, 20__.

ISG



CONDOMINIUM PLAT OF

5TH WARD CONDOMINIUM

La Crosse County, Wisconsin

N

0 10 20

Scale: 1"=10'

LEGEND

L.C.E. - LIMITED COMMON ELEMENT

N

0 10 20

Scale: 1"=10'

ISG