

DISCLOSURE MATERIALS

Declarant
H.P.R., Inc.
Route 3
Hudson, Wisconsin 54016

River Ridge Condominiums
River Ridge Road
Route 3
Hudson, Wisconsin 54016

Agent
George H. Ruesink
Route 3
Hudson, Wisconsin 54016

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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1. Declaration. The Declaration establishes and describes the condominium units and common areas. The Declaration begins on page 1 of the Declaration following the Table of Contents.
2. By-Laws. The By-Laws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The By-Laws begin on page 1 of the By-Laws which follows Exhibit "B" located after page 14 of the Declaration.
3. Addendums to the Declaration. The Declaration has been amended three times. The amendments as contained in the three addendums and their exhibits which are located after the By-Laws.
4. Floor Plan and Map. The declarant has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. See Exhibits "AAA" and "C" located after the Third Addendum to the Declaration.
5. Annual Operating Budget. The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of these charges. The annual operating budget is located after the exhibits following the Third Addendum.

The association which governs the operation of the condominium is unincorporated and has no plans at this time to incorporate. There are no management or employment contracts, leases or expansion plans effecting this condominium at the present time.

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Addendum to Declaration
 Consisting of three pages followed by Exhibit AA - 1 sheet
 and Exhibit BB - 4 sheets

Second Addendum to Declaration
 Consisting of two pages

Third Addendum to Declaration
 Consisting of seven pages followed by Exhibit AAA- 1 sheet
 Exhibit C - 4 sheets

336194

DECLARATION OF CONDOMINIUM
OF
RIVER RIDGE CONDOMINIUM

REGISTERS OFFICE
ST. CROIX CO., WIS.

Rec'd. for Record this 25th
day of October A.D. 1976
at 1:20 P. M.

James O'Connell
Register of Deeds

1. SUBMISSION OF PROPERTY. H. P. R., Inc., a Wisconsin Corporation, organized and existing under the laws of the State of Wisconsin, hereby submits the following land owned by it in fee simple, together with the buildings and improvements to be erected thereon, hereinafter collectively called the condominium, to the provisions of the Unit Ownership Act, Chapter 703 of the Wisconsin Statutes:

A parcel of land located in Government Lot 3 (being the Northeast Quarter of the Southeast Quarter) Section 36, Township 29 North, Range 20 West, City of Hudson, St. Croix County, Wisconsin, more fully described as follows: Commencing at an iron pipe set on the West line of a proposed Town Road, said point being 700.87 feet West and 1830.98 feet North of the Southeast corner of said Section 36, and the point of beginning for parcel to be described; thence proceed North 19°24' West along the West line of said road a distance of 145 feet to an iron pipe; thence continuing North 19°24' West along the West line of said road 12 feet; thence South 72°17' West 463.82 feet more or less to the centerline of the old railroad right-of-way; thence South 20°00' East 12 feet to an iron pipe set on the center line of old railroad right-of-way; thence proceed South 24°19' East along the center line of said old railroad right-of-way a distance of 185.10 feet to an iron pipe; thence proceed North 67°18' East a distance of 448.50 feet to the point of beginning, except a parcel 100 feet wide parallel and adjacent to and easterly of center line of old railroad right-of-way. Net acreage 1.409 acres.

Together with an easement for an access road 66 feet in width, the westerly line of which is described as follows: Commencing at the Northeast corner of the above described parcel; thence South 19°24' East 234.4 feet; thence South 30°19' East 432.50 feet; thence South 35°22' East 441.50 feet; thence South 26°11' East 508.90 feet to an iron pipe stake; thence South 18°59' East 537.90 feet to an iron pipe stake set on the North boundary of the town road as previously deeded to the Town of Hudson.

Subject to a 20 foot easement for an access road as reserved in the deed from George H. Ruesink and Borghild M. Ruesink to H. P. R., Inc., and to utility easements of record.

The bearings in the description are based on the East line of Section 36, being due North and South.

2. PLATS AND PLANS. In fulfillment of the requirements of Section 703.13 of the Wisconsin Statutes, there is also filed herewith and made a part hereof, Exhibit "A" which is a plat of survey of land above described showing the location of the building to be built thereon. Also filed herewith and made a part hereof is Exhibit "B" being a set of floor plans of the proposed building, showing the layout, location, unit numbers and dimensions of the units and the name of the building.
3. NAME AND ADDRESS. The name and address of the condominium shall be River Ridge Condominium, River Ridge Road, Hudson, Wisconsin 54016.

4. DEFINITIONS APPLICABLE. Unless the context requires otherwise, any words defined in Section 703.02 of the Wisconsin Statutes shall have the same meaning when used in the Declarations or in the By-Laws filed herewith.
5. DESCRIPTION OF BUILDING. The building to be erected on the above described land is described in the plans filed herewith as Exhibit "B". The building is to be of wood frame construction on a concrete block foundation containing a basement, ground level and upper story containing five dwelling units. Attached to and a part of the building are two single story wings, extending easterly, containing a total of five double garages.
6. THE UNITS. The units shall be numbered 1, 2, 3, 4 and 5, from South to North, the location of each unit and its approximate area is as set forth in Exhibits "A" and "B". Each unit shall include a dwelling containing 6 rooms, plus a foyer, closets, 2 1/2 baths, the basement under said rooms and the double garage bearing the same number as the dwelling unit. Each unit shall consist of the space enclosed or bounded as follows: The upper boundaries shall be the plane of the lower surface of the basement slab. The vertical boundaries of the dwelling units shall be the unit side of exterior walls and the center lines of all interior walls separating the unit from other units. Each unit shall also include space in a double garage carrying the same number as the dwelling portion of the unit, bounded by the lower surface of the ceiling, the plane of the lower surface of the floor slab, the interior side of the exterior walls and the center line of interior walls. The sewer pipes leading from the unit to the septic tank is part of the unit.
7. THE COMMON AREAS AND FACILITIES. The common area and facilities shall consist of all portions of land, easements and building referred to in this declaration and all improvements and structures erected, constructed or contained therein or thereon, EXCEPT the units. Without limiting the foregoing, the Common Areas and Facilities shall include: (a) the land and the road easement appurtenant thereto, (b) the driveways, (c) the covered walkways to the garages, (d) all pipes, ducts, flues, chutes, conduits, wires and other utility installations to (but not at) the outlets, (e) the well, pump, pressure tank and all component parts of the system installed to furnish water to the units, and all parts of the system installed to furnish water to the common area for lawn watering or other uses, (f) the septic system including pipes, dry wells, and drain fields, but not including the pipe from the unit to the common septic tank. Heating, air conditioning, water heating, and plumbing facilities located within the units are not part of the common facilities.
8. LIMITED COMMON AREAS AND FACILITIES. This condominium does not have any limited common areas or facilities.
9. VALUE AND PERCENTAGE OF INTERESTS AND VOTING RIGHTS. At the time of the execution of this Declaration, the values of the property and the units has not been finally ascertained. However, value is not used as a basis for the determination of the undivided interests in the common areas. A twenty percent undivided interest in the common areas and facilities shall appertain to each unit, and its owner, and the owner of each unit shall be given one vote. If a unit is owned by more than one person, they shall have one vote between them.
10. PURPOSES FOR WHICH BUILDING AND UNITS ARE INTENDED. The building and all individual units are intended to be used solely for residential purposes, and their use is restricted to that purpose. See paragraph 21 for additional restrictions and covenants.

11. ASSOCIATION OF UNIT OWNERS. All of the unit owners acting as a group in accordance with this Declaration and the By-Laws shall constitute an association to be known as River Ridge Condominium Association, referred to herein as The Association, having the powers and duties specified in Chapter 703 of the Wisconsin Statutes, in this Declaration and in the By-Laws adopted to govern The Association, the initial By-Laws being filed herewith. Each unit owner, at the time of acquisition of a unit, without further action, shall become a member of The Association, except that where a unit is owned by two or more persons, they shall together have only one membership, and one vote for the unit, and if any person owns more than one unit, that person shall have a membership for each unit. A sale or transfer of a unit, but not a mortgage thereof, shall terminate the membership of the seller or transferee. The Association shall be governed by a Board of Directors consisting of five members, one from each unit. Every reference to "Board" in this Declaration refers to such Board.
12. AGENT FOR SERVICE OF PROCESS. The person to receive service of process on two or more unit owners in any action relating to the common areas and facilities of more than one unit is George H. Ruesink, Route 3, Hudson, Wisconsin. A successor may be designated by a majority vote of the directors of The Association of unit owners.
13. REBUILDING, REPAIRING, RESTORING OR SELLING IN EVENT OF DAMAGE OR DESTRUCTION.
- (a) Sufficient Insurance. In the event the improvements forming a part of the property or any portion thereof, including any unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment thereof; provided, however, that in the event, within 30 days after said damage or destruction, the unit owners unanimously elect either to sell the property as provided in the Unit Ownership Act or to withdraw the property from the provisions of this Declaration and from the provisions of the Unit Ownership Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken.
- (b) Insufficient Insurance. In the event the property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the unit owners, by a 4/5ths vote, and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within 90 days after said damage or destruction, then the provisions of Section 703.26 of the Unit Ownership Act shall, in such event, apply.
14. NO SEVERANCE OF OWNERSHIP. No owner shall execute any deed, mortgage, lease or other instrument affecting title to his unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common area and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

15. EASEMENTS.

(a) Encroachments. In the event that, by reason of the construction, reconstruction, settlement or shifting of the building, or the design or construction of any unit, any part of the common area or facilities encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common area or facilities or any other unit, or, if by reason of the design or construction or utility systems, any main pipes, ducts, or conduits serving more than one unit encroach or shall hereafter encroach upon any part of any unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space shall exist for the benefit of such unit and the common area or facilities, as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment to be created in favor of the owner of any unit or in favor of the owner of the common areas or facilities, if such encroachment occurred due to the willful conduct of said owner or owners.

(b) Easements for Certain Utilities. The Board of Directors, as hereinafter provided, may hereafter grant easements for utility purposes for the benefit of the property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, and wires over, under, along and on any portion of the common area or facilities; and each owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge, and record, for and in the name of such owner, such instruments as may be necessary to effectuate the foregoing.

(c) Easements through Walls within Units. Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the units, whether or not such walls lie in whole or in part within the unit boundaries.

(d) Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in the property or any unit. Reference to such easements in subsequent conveyances or mortgages are not necessary in order to create or reserve such easements and rights in grantees or mortgagees.

16. USE OF COMMON AREAS AND FACILITIES.

(a) Regulation by Board of Directors. No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Board of Directors for which provision is hereafter made. Without in any manner intending to limit the generality of the foregoing, the Board of Directors shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common areas and facilities to owners and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by an owner and his guests, for specific occasions, of the recreational areas and other similar facilities. Such use may be conditioned upon, among other things, the payment by the owner of such assessment as may be established by the Board for the purpose of defraying costs thereof.

(b) Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise provided herein, management, repair, alteration and

improvement of the common areas and facilities shall be the responsibility of the Board. The Board may delegate all or any portions of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by a management contract (which shall not exceed two years in duration) which shall provide for reasonable compensation of said manager or managing agent to be paid out of the maintenance fund hereinafter provided. The initial managing agent shall be H. P. R., Inc. The Board may renew said management contract, or with the approval of voting members holding 60% of the total votes, designate a different manager for the property.

(c) Use of Common Areas and Facilities. Subject to the rules and regulations from time to time promulgated by the Board, all owners may use the common areas and facilities in such manner as will not restrict, interfere, or impede the use thereof by the other owners.

17. MAINTENANCE OF UNITS.

(a) By the Board. The Board, at the expense of the Association or unit owners, shall be responsible for the maintenance, repair and replacement of those portions of each unit which contribute to the support of the building, excluding, however, the interior walls, ceiling and floor surfaces. In addition, the Board, on behalf of the Association, shall maintain, repair, and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing or utility services which may be located within the unit boundaries as specified in Article 6, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual owner under any provision of this Declaration.

(b) By Each Owner. The responsibility of each owner shall be as follows:

(1) To maintain, repair, and replace at his expense all portions of his unit, and all internal installations of such unit such as appliances, heating, plumbing, electrical, and air conditioning fixtures or installations, any portion of any other utility service facilities located within the unit boundaries as specified in Article 6, and the sewer pipe leading from the unit to the common septic tank.

(2) to maintain, repair and replace at his expense such portions of the appurtenances to his unit and of any exclusive use area licensed, granted or otherwise assigned to such owner, as the Board shall from time to time determine, until such time as the Board determines to the contrary, each owner shall be responsible for the repair, maintenance and appearance of all patios, windows, doors, vestibules and entry-ways, and all associated structures and fixtures therein, which are appurtenances to his unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions, and ordinary wear and tear of such appurtenances.

(3) to perform his responsibilities in such manner as not to unreasonably disturb other persons residing within the building.

(4) not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the unit unless the written consent of the Board is obtained.

(5) to promptly report to the Board or its agent any defect or need for repairs, relating to the common areas or facilities.

(6) not to make any alterations in the portions of the unit or the building which are to be maintained by the Board or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the directors of the Board, nor shall any owner impair any easement without first obtaining the written consents of the Board and of the owner or owners for whose benefit such easements exist.

(c) No Contractual Liability of Board. Nothing herein contained, shall be construed so as to impose a contractual liability upon the Board for maintenance, repair, and replacement, but the Board's liability shall be limited to damages resulting from negligence.

18. REPAIRS TO COMMON AREAS AND FACILITIES NECESSITATED BY OWNER'S ACTS. Each owner agrees to maintain, repair and replace at his expense all portions of the common areas or facilities which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such owner or occupant.
19. CONSTRUCTION DEFECTS. The obligation of the Board and of the owners to repair, maintain, and replace the portions of the property and unit for which they are respectively responsible under paragraphs 15, 16 and 17 shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in materials or workmanship in the construction of the property or unit.
20. EFFECT OF INSURANCE OR CONSTRUCTION GUARANTEES. Notwithstanding the fact that the Board and/or any owner may be entitled to the benefit of any guarantees of material and workmanship furnished by any construction trade responsible for any construction defects, or to the benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay by the Board or any owner in performing his obligation hereunder.
21. COVENANTS AND RESTRICTIONS. The units and the common areas shall be occupied and used only as provided in the following covenants and restrictions which shall run with the land and be binding on all unit owners, now and in the future:
- (a) Purpose of Property. No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each unit shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose.
- (b) Obstructions of Common Areas and Facilities. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas without the prior consent of the Board of Directors except as herein expressly provided. Each owner shall be obligated to maintain and keep in good order and repair his own unit.
- (c) Hazardous Use and Waste. Nothing shall be done or kept in any unit or in the common areas or facilities which will increase the rate of insurance, electricity, or any other utility charges of the building, or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in his unit or in the common areas or facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be committed in the common areas or facilities.

(d) Exterior Exposure of Building. Owners shall not cause or permit anything to be hung or displayed on the outside of doors or placed on the outside walls of a building, and no sign shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board of Directors.

(e) Pets. Household pets may be kept in the units as long as they do not become a nuisance, but they may not be housed or staked on the common areas or facilities.

(f) Nuisances. No noxious or offensive activity shall be carried on in any unit or in the common areas or facilities, nor shall anything be done therein, either wilfully or negligently, which may be or become any annoyance or nuisance to the other owners or occupants.

(g) Impairment of Structural Integrity of Building. Nothing shall be done in any unit or in, on or to the common areas or facilities which will impair the structural integrity of the building or which would structurally change the buildings except as is otherwise provided herein.

(h) Prohibited Activities and Signs. No industry, business, trade or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the property or in any unit therein. The right is reserved by H. P. R., Inc., or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied units, and to place such other signs on the property as may be required to facilitate the sale of unsold units. The right is hereby given to any mortgagee who may become the owner of any unit to place "For Sale" or "For Rent" signs on any unit owned by such mortgagee. The right is hereby given the Board of Directors or its representatives to place "For Sale" or "For Rent" signs on any unit or on the property for the purpose of facilitating the disposal of units by any owner, mortgagee, or the Board of Directors.

(i) Laundry and Rubbish in Common Areas or Facilities. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of the common areas or facilities. The common areas and facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) Storage in Common Areas or Facilities. Except in areas specifically designed and intended for such purpose, there shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common areas or facilities.

(k) Alterations of Common Areas or Facilities. Nothing shall be altered or constructed in or removed from the common areas or facilities, except upon the written consent of the Board of Directors. No exterior radio or television antenna shall be erected or installed on the property.

(l) Display of Model Units by H. P. R., Inc. During the period in which sales of units by H. P. R., Inc., are in the process, H. P. R., Inc. may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by H. P. R., Inc., one or more units for business or promotional purposes, including clerical activities, sales office, model units for display and the like; provided that the activities in the units so occupied do not interfere with the quiet enjoyment of any other owner or occupant.

22. REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS.

(a) Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board of Directors, or the breach of any covenant or provision herein contained, shall give the Board of Directors, the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon the property in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and H. P. R., Inc., or its successors or assigns, or the Board of Directors, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(b) Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board of Directors and such violation shall continue for 30 days after notice in writing from the Board of Directors, or shall occur repeatedly during any 30-day period after written notice or request to cure such violation from the Board of Directors, then the Board of Directors shall have the power to issue to the defaulting owner a 10-day notice in writing to terminate the rights of said defaulting owner to continue as an owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the members of the Board of Directors against the defaulting owner for a decree of mandatory injunction against the owner or occupant, or, in the alternative, a decree declaring the termination of the defaulting owner's right to occupy, use or control the unit owned by him on account of the breach of covenants, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs, Court reporter charges, reasonable attorney's fees and other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit sold, and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest on the property sold subject to this Declaration.

23. SALE, LEASING OR OTHER ALIENATION.

(a) Sale or Lease. Any owner other than H. P. R., Inc., who wishes to sell or lease his unit ownership (or any lessee of any unit wishing to assign or sublease such unit) to any person not related by blood or marriage to the owner, shall give to the Board of Directors no less than 30 days' prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee, and the terms of the sale or lease. The members of the Board of Directors and their successors in office, acting on behalf of the other unit owners as hereinafter provided, shall at all times have the first right of option to purchase or lease such unit ownership

upon the same terms, which option shall be exercisable for a period of 30 days following the date of receipt of such notice. If said option is not exercised by the Board of Directors within said 30 days, the owner (or lessee) may, at the expiration of said period, contract to sell or lease (or sub-lease or assign) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.

(b) Option to Cure Default. In the event any owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his unit ownership, the Board of Directors shall have the right to cure such default by paying the amount so owing to the party entitled thereto, and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in paragraph 22.

(c) Purchase of Units. The members of the Board of Directors or their duly authorized representative acting on behalf of the other unit holders, may bid to purchase at any sale of a unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of the voting members holding at least 100% of the voting rights in the owners whose units are not subject to the sale, which said consent shall set forth a maximum price which the members of the Board of Directors are authorized to bid and pay for said unit or interest therein.

(d) Consent of Voting Members. The Board of Directors shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior written consent of the voting members holding 100% of the voting rights in the owners, except the members whose unit or units are the subject matter of such option.

(e) Waive of Option. Upon the written consent of 3 of the members of the Board of Directors, any of the options contained in paragraph 22 may be waived and the unit ownership or interest therein which is subject to an option set forth in this paragraph may be sold, conveyed, leased, or devised, free and clear of the provisions of this paragraph.

(f) H. P. R., Inc. Transactions Excepted. None of the options contained in paragraph 23 shall be applicable to any sales, leases or subleases to purchasers, lessees, or sublessees procured by or through H. P. R., Inc., (or its designee) for its own account.

(g) Proof of Termination of Option. A certificate executed and acknowledged by the acting secretary of the Board of Directors stating that the provisions of this paragraph 23 as hereinabove set forth have been met by an owner, or duly waived by the Board of Directors, and that the rights of the Board of Directors hereunder have terminated, shall be conclusive upon the Board of Directors and the owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has, in fact, complied with the provisions of this paragraph or in respect to whom the provisions of this paragraph have been waived, upon request at a reasonable fee, not to exceed Ten (\$10.00) Dollars.

(h) Financing of Purchase Under Option.

(i) Assessments. Acquisition of unit ownership or any interest therein under the provisions of this paragraph shall be made from the maintenance fund. If said fund is insufficient, the Board of Directors shall levy an assessment against each owner of the

other units in the ratio that his percentage of ownership in the common areas or facilities set forth in paragraph 9 bears to the total of all such percentages applicable to units subject to assessment, which assessment shall become a lien and be enforceable in the same manner as other assessments.

(ii) Borrowing. The Board of Directors, in its discretion, may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this paragraph; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board of Directors.

(i) Title to Acquired Interests. Unit ownerships or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the names of the members of the Board of Directors, and their successors in office, or such nominee as they shall designate. Such holding shall be for the benefit of all the owners. Said unit ownerships or interests therein shall be sold or leased by the Board of Directors for the benefit of such owners in such manner as the Board of Directors shall determine. All net proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each owner in the same proportion in which the Board of Directors could levy a special assessment under the terms of sub-paragraph (h)(i) of this paragraph, except that under no circumstances shall any gain on such sale be refunded to a unit owner.

(j) Non-Application of Restrictions. The restrictions contained in the preceding provisions of this paragraph shall not apply to: any sale or lease by H. P. R., Inc.; any transfer of an interest to a co-owner of the same unit, whether such co-owners hold title as joint tenants or tenants in common; any transfer under the Laws of Wisconsin relating to the descent of intestate property; or to any conveyance or lease by a mortgagee of H. P. R., Inc., or of a unit owner who has acquired title on a foreclosure sale.

24. SALE OF PROPERTY. The owners may, by affirmative vote of at least 100% of the total vote, at a meeting of unit owners duly called for such purpose, elect to sell the property. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.

25. DETERMINATION AND PAYMENT OF ASSESSMENTS.

(a) Obligation of Owners to Pay Assessments. It shall be the duty of every unit owner to pay his proportionate share of the expenses of administration, operation, maintenance and repair of the common areas and facilities and of the other expenses provided for herein. Such proportionate share shall be, except as otherwise provided for herein, in this Declaration, in the same ratio as his percentage of ownership in the common areas and facilities as set forth in paragraph 9. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Directors, as hereinafter provided.

(b) Preparation of Estimated Budget. Each year on or before December 1st, the Board of Directors shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board of Directors to be necessary for a reserve for

contingencies and replacements, and shall, on or before December 15th, notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the common area and facilities as set forth in paragraph 9. On or before January 1st of the ensuing year, and the first of each and every month of said year, each owner shall be obligated to pay to the Board of Directors, or as it may direct, one-twelfth of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board of Directors shall supply to all owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the common areas and facilities to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common areas and facilities to the installments due in the succeeding six months after rendering of the accounting.

(c) Reserve for Contingencies and Replacements. The Board of Directors shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the Board of Directors may, at any time, levy a further assessment which shall be assessed to the owners according to each owner's percentage of ownership in the common area or facilities. The Board of Directors shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than 10 days after delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly account.

(d) Budget for First year. When the first Board of Directors elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing 30 days after said election occurs. Assessments shall be levied against the owners during said period as provided in sub-paragraph (b) of this paragraph.

(e) Failure to Prepare Annual Budget. The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than 10 days after such new annual or adjusted estimate shall have been mailed or delivered.

(f) Books and Records. The Board of Directors shall keep full and correct books of account, and the same shall be open for inspection by any owner or any representatives of an owner duly authorized in writing, at such reasonable time or times during normal business hours as may be required by the owner. Upon 10 days notice to the Board of

Directors and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(g) Status of Funds Collected. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the owners in the proportions set forth in paragraph 9.

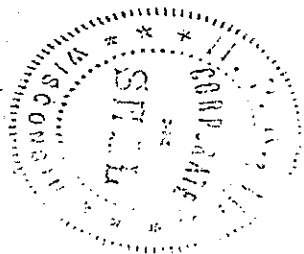
(h) Remedies for Failure to Pay Assessments. If any owner is in default in monthly payment of the aforesaid charges or assessments for 30 days, the members of the Board of Directors may bring suit to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the unit ownership of the owner involved when payable, and may be foreclosed by an action brought by the members of the Board of Directors as in the case of foreclosure of liens against real estate. The Board of Directors shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Said lien shall take effect and be in force when and as provided in the "Unit Ownership Act" of the State of Wisconsin; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject to priority, after written notice to said encumbrancer of unpaid common expenses, only to the lien of all common expenses on the encumbered property only from the date the encumbrancer either takes possession of the unit, accepts a conveyance of any interest therein, or has a receiver appointed in a suit to foreclose its lien. Any encumbrancer may, from time to time, request in writing a written statement from the Board of Directors setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and unless the request shall be complied with within 20 days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance.

26. FAILURE TO ENFORCE DOES NOT ABROGATE. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.
27. NOTICES. Notices required or permitted to be given to the Board of Directors or any unit owner may be delivered to any member of the Board of Directors or such unit owner either personally or by mail addressed to such member of the Board of Directors or unit owner at his unit. Notices required to be given to any devisee or personal representative of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing on the records of the court wherein the estate of such deceased owner is being administered.
28. SEVERABILITY. The invalidity of any restrictions hereby imposed, or

of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

- 29. AMENDMENTS. The provisions of paragraphs 1, 2, 3, 4, 5, 6, 7, 9, 10 11, 14 and 25 may be amended only in writing signed and acknowledged by all five members of the Board of Directors. Other provisions may be amended only with the approval of four of the five members of the Board of Directors.
- 30. INTERPRETATION OF DECLARATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium development.

IN WITNESS WHEREOF, H. P. R., Inc., has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its President and attested by its Secretary this 16th day of August, 1976.



H. P. R., INC.

BY: Richard K. Power
RICHARD K. POWER President

BY: George H. Ruesink
GEORGE H. RUESINK Secretary

STATE OF WISCONSIN }
COUNTY OF ST. CROIX }

Personally came before me, this 16th day of August, 1976, Richard K. Power, President, and George H. Ruesink, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

John D. Heywood
Notary Public, St. Croix Co., Wis.
My Commission is permanent



THIS INSTRUMENT DRAFTED BY:
JOHN D. HEYWOOD, Attorney at Law
Hudson, Wisconsin 54016

CONSENT OF MORTGAGEE

The undersigned hereby consents to the execution and delivery of the foregoing instrument, and to the filing thereof in the Office of the Register of Deeds for St. Croix County, Wisconsin; and hereby subjects the mortgages and assignment of rents heretofore executed by H. P. R., Inc., to the undersigned, which mortgages are filed as Document No. 335024 and ³³⁵⁹⁰⁸, and which assignment of rents is filed as Document No. 336075, in said office of the Register of Deeds for St. Croix County, Wisconsin, to the provisions of the Condominium Property Act of the State of Wisconsin and to the provisions of the foregoing instrument.

DATED: October 22, 1976.

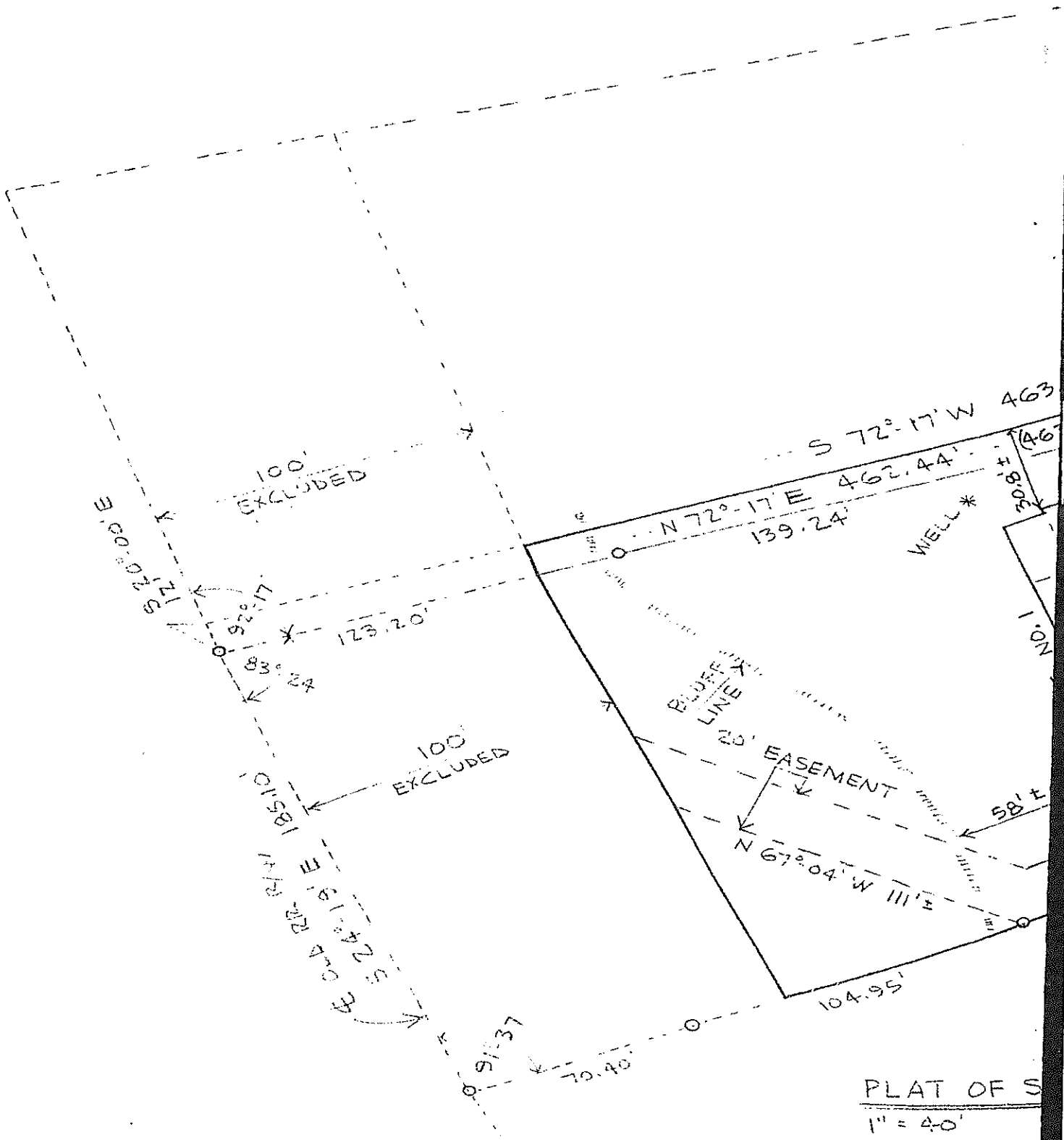
EASTERN HEIGHTS STATE BANK OF
SAINT PAUL, MINNESOTA

BY: R. J. Hubbell, Pres.
R. J. HUBBELL, Pres.

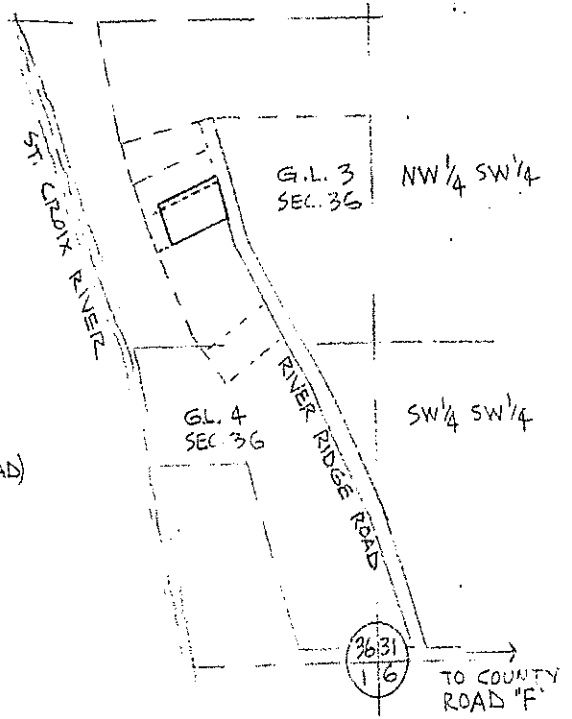
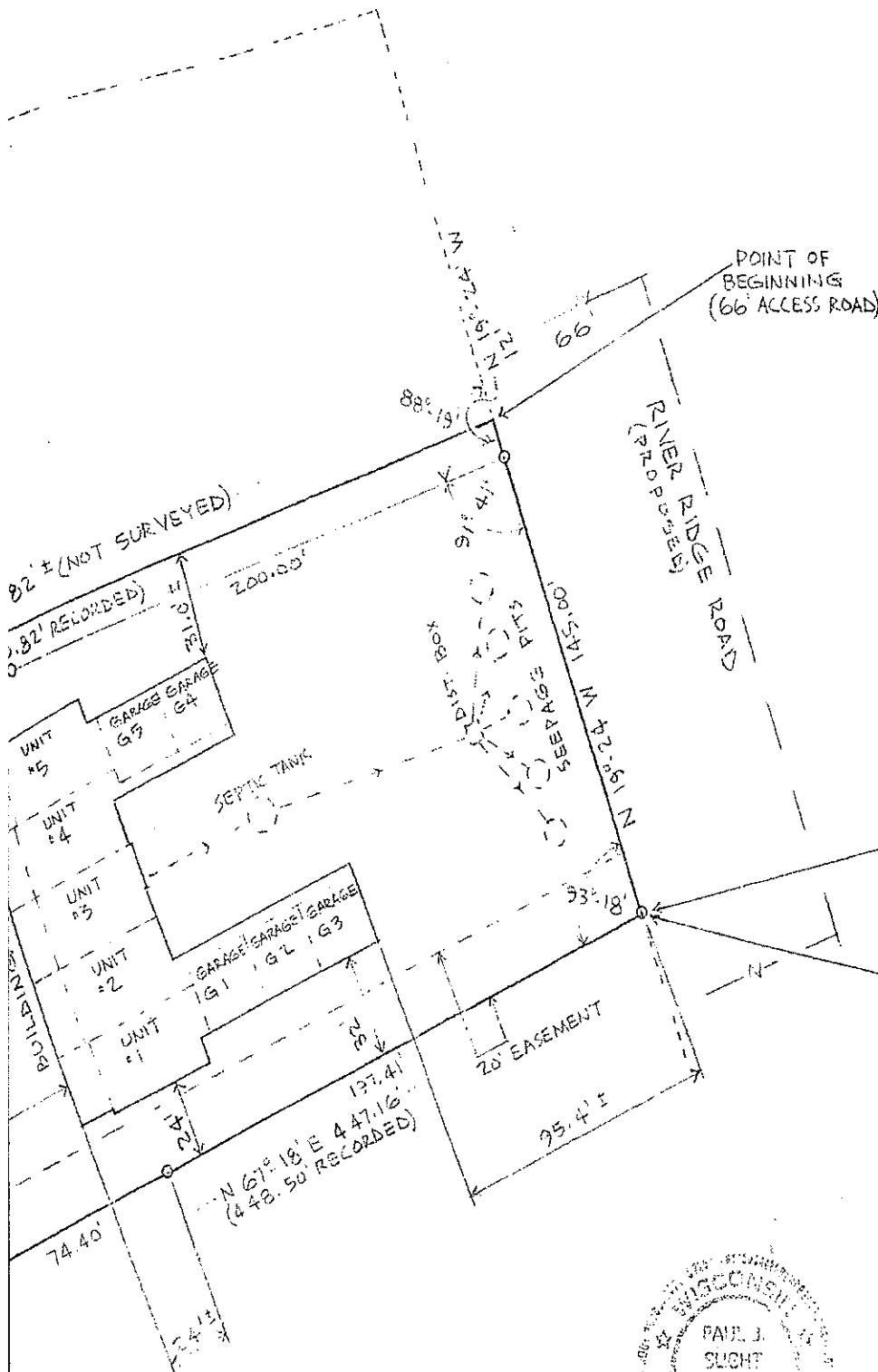
ATTEST:

G. Vigness
G. VIGNESS

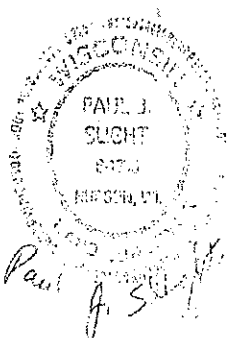
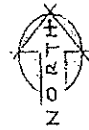
EXHIBIT "A"



PLAT OF S
1" = 40'



KEY PLAN
(NOT TO SCALE)



RIVER RIDGE CONDOMINIUM BUILDING NO. 1 - HUDSON, WI. 54016			
H.P.R. INC. HUDSON, WI. 54016			
STEVENS ENGINEERS INC. 1407 COULEE ROAD - BOX 321 HUDSON, WI. 54016			
JOB NO. 700-194	BY P.J.S.	DATE 10-4-78	SHEET 1 of 1

SURVEY

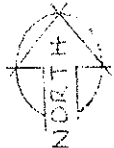
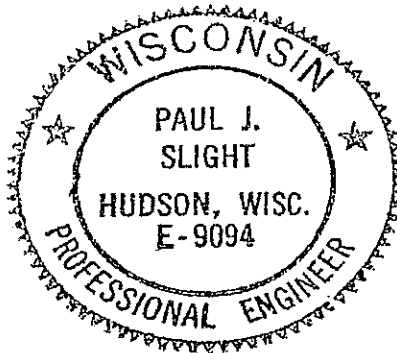


EXHIBIT "A"

August 20, 1976

I, Paul J. Slight, certify that floor plan sheets (12" x 18") #2, #3, #4, and #8 of River Ridge Condominium, Building No. 1, Hudson Wisconsin are an accurate copy of portions of the plans as filed with the building inspector of the City of Hudson, Wisconsin.

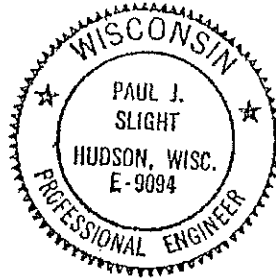


Paul J. Slight

Paul J. Slight

August 20, 1976

I, Paul J. Slight, certify that floor plan sheets (12" x 18")
#2, #3, #4, and #8 of River Ridge Condominium, Building No. 1,
Hudson Wisconsin are an accurate copy of portions of the plans
as filed with the building inspector of the City of Hudson,
Wisconsin.



Paul J. Slight

Paul J. Slight

Exhibit "A" has been replaced by Exhibit "AA"
Exhibit "B" has been replaced by Exhibit "BB"
They are located after the First Addendum to Declaration.

UNIT #1

UNIT #2

UNIT #3

UNIT #4

UNIT #5

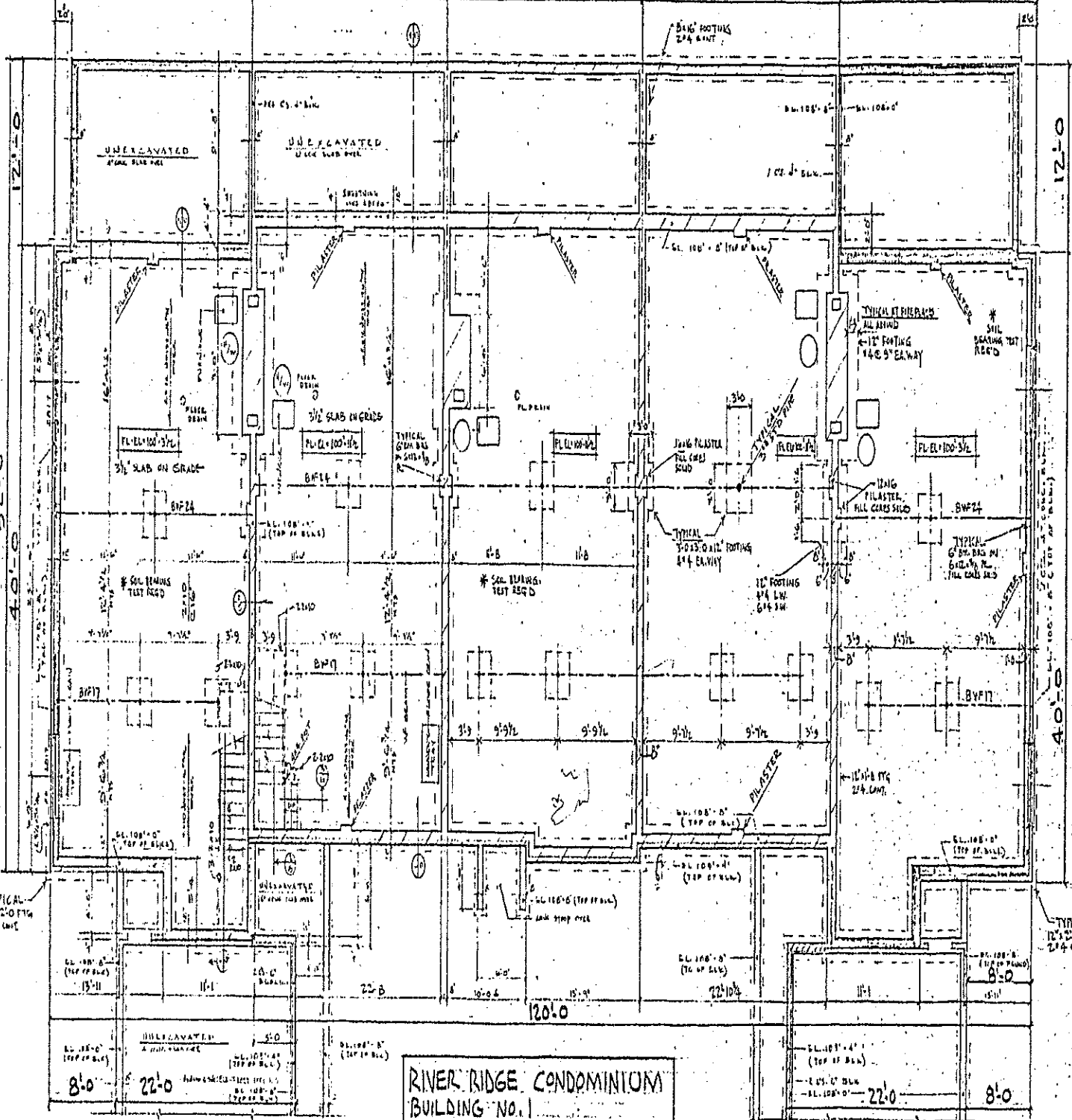
24'-0" (UNIT W/1)

24'-0" (UNIT W/2)

24'-0" (REVERSE OF UNIT W/2)

24'-0" (REVERSE OF UNIT W/1)

24'-0" (REVERSE OF UNIT W/1)



RIVER RIDGE CONDOMINIUM
 BUILDING NO. 1
 HUDSON, WISCONSIN 54016

- NOTES
1. FINISH FLOOR IS 3/4" SLAB ON GRADE.
 2. SEE CROSS-SECTION AT MIDSPAN OF UNITS.
 3. DOORLEAFS JUST UNDER DOORLEAF PARTITIONS.
 4. WATER HANGERS W/OUT JUST FLUSH INTO PARALLEL PARTITIONS.

BASEMENT PLAN - BLDG #1 (BASE #2 SHOWN)

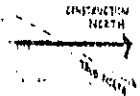


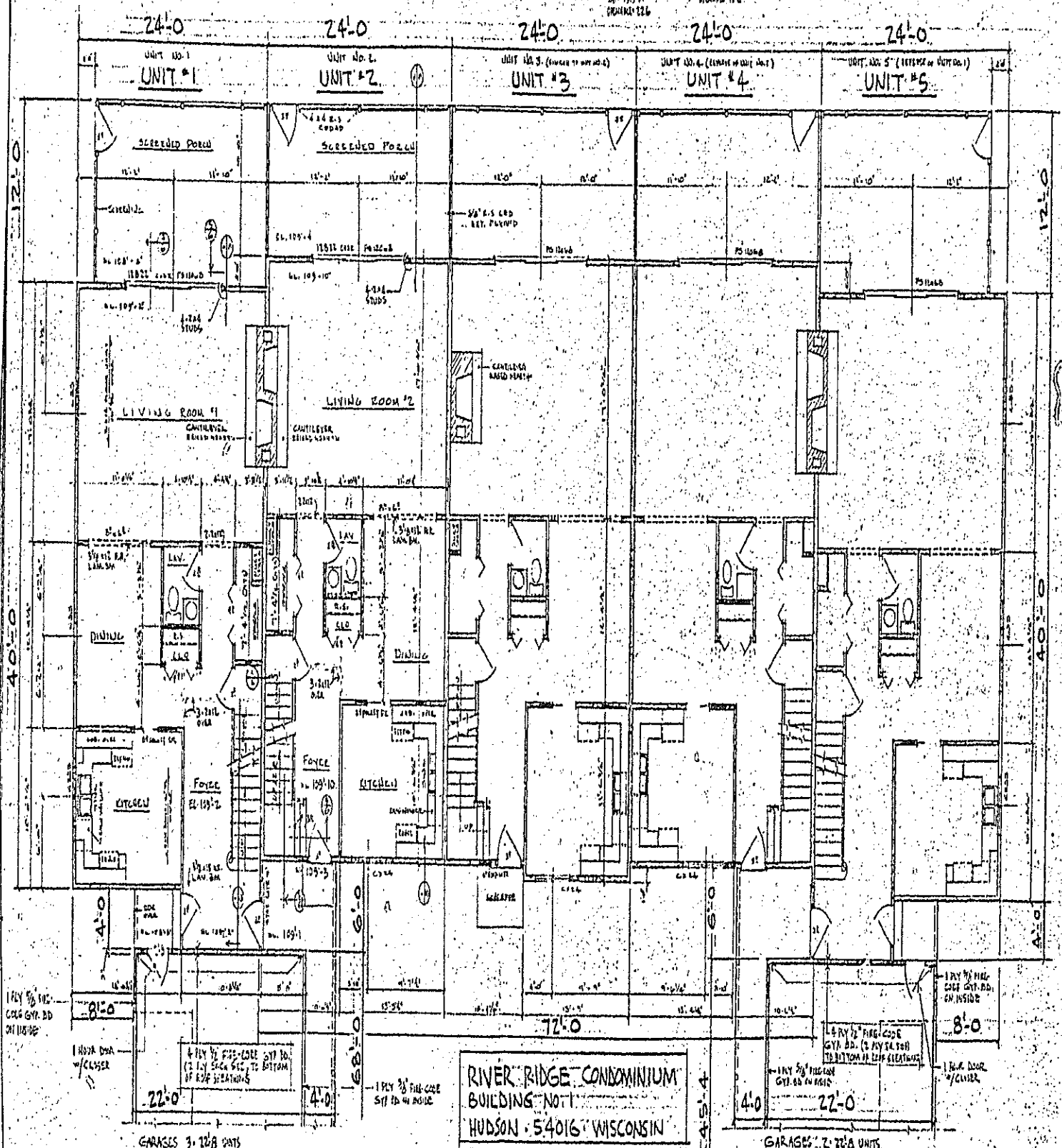
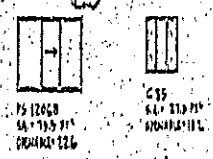
Exhibit "B"

DATE 7-11-76

Exhibit "B"

ROOM WINDOW SCHEDULE

AREA	SA 1200	OPENABLE LEAD	FRONTED
LIVING RM. #1	312 FT ²	283 FT ²	13.5 FT ²
LIVING RM. #2	322 FT ²	281 FT ²	19.1 FT ²
FRONTED			
AMERICAN PS 1260 & AMERICAN CAS (SA 1200-6 FT ² , OPENABLE-30.3 FT ²)			
AMERICAN PS 1260 (SA 1200 FT ² , OPENABLE 22.6 FT ²)			



RIVER RIDGE CONDOMINIUM
 BUILDING NO. 1
 HUDSON, WISCONSIN

FIRST FLOOR PLAN BLDG #1 (AS SHOWN)

Exhibit "B"

1001536
 SHEET 3 OF 10
 1-12-76

ROOM WINDOW SCHEDULE

ROOM	AREA	SA REQ'D	CHANGES LEGD	PROVIDED
MASTER BR #1	191 FT ²	19.1 FT ²	9.5 FT ²	ANDERSON C24 1 C36 (S.A. 35.6 FT ² , OPERABLE 18.4 FT ²)
BR #2	157 FT ²	15.7	6.7	C24 (S.A. 16.0 FT ² , OPERABLE 14.0 FT ²)
BR #3	155 FT ²	15.5	6.7	2-C24 (S.A. 28.0 FT ² , OPERABLE 28.0 FT ²)
BR #4	155 FT ²	15.5	6.7	ANDERSON C24 (S.A. 14.0 FT ² , OPERABLE 14.0 FT ²)
MASTER BR #5	167 FT ²	16.7	9.1	C36 (S.A. 23.5 FT ² , OPERABLE 14.4 FT ²)
BR #6	130 FT ²	13.0	6.5	C24 (S.A. 16.0 FT ² , OPERABLE 16.0 FT ²)

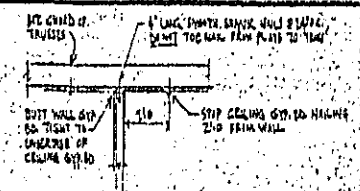
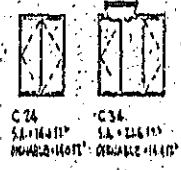
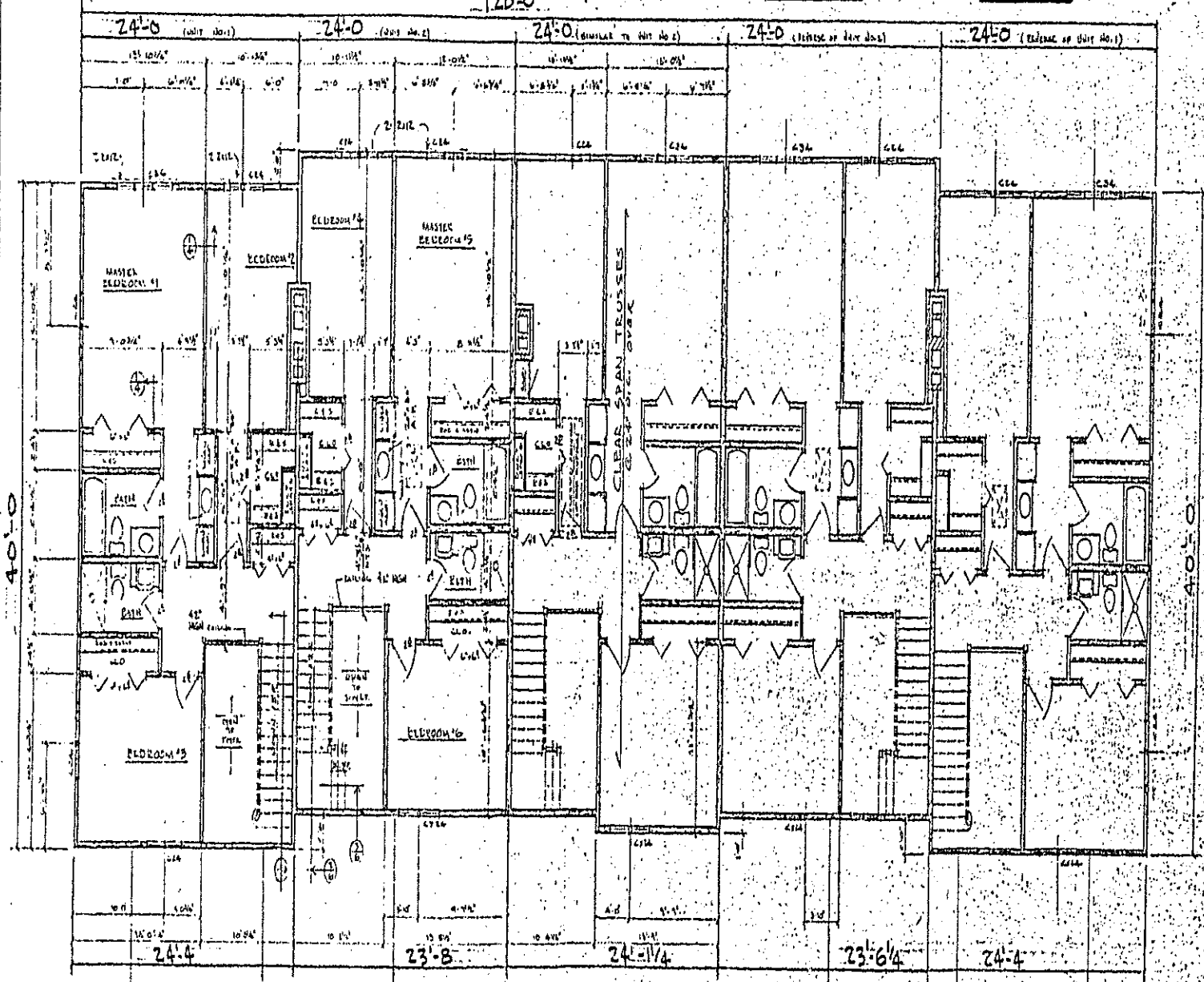


Exhibit "B"

Exhibit "C"

UNIT #1 UNIT #2 UNIT #3 UNIT #4 UNIT #5



RIVER RIDGE CONDOMINIUM
BUILDING NO. 1
HUDSON, WISCONSIN

SECOND FLOOR PLAN - BLDG #1 (SUITS 22 SUITS)

1/4" = 1'-0" 01514

Exhibit "B"

JOB # 206
SHEET # 10

7-12-76
H.R. JENKINS, HUDSON, WI

7-12-76 SHEET 3 OF 10

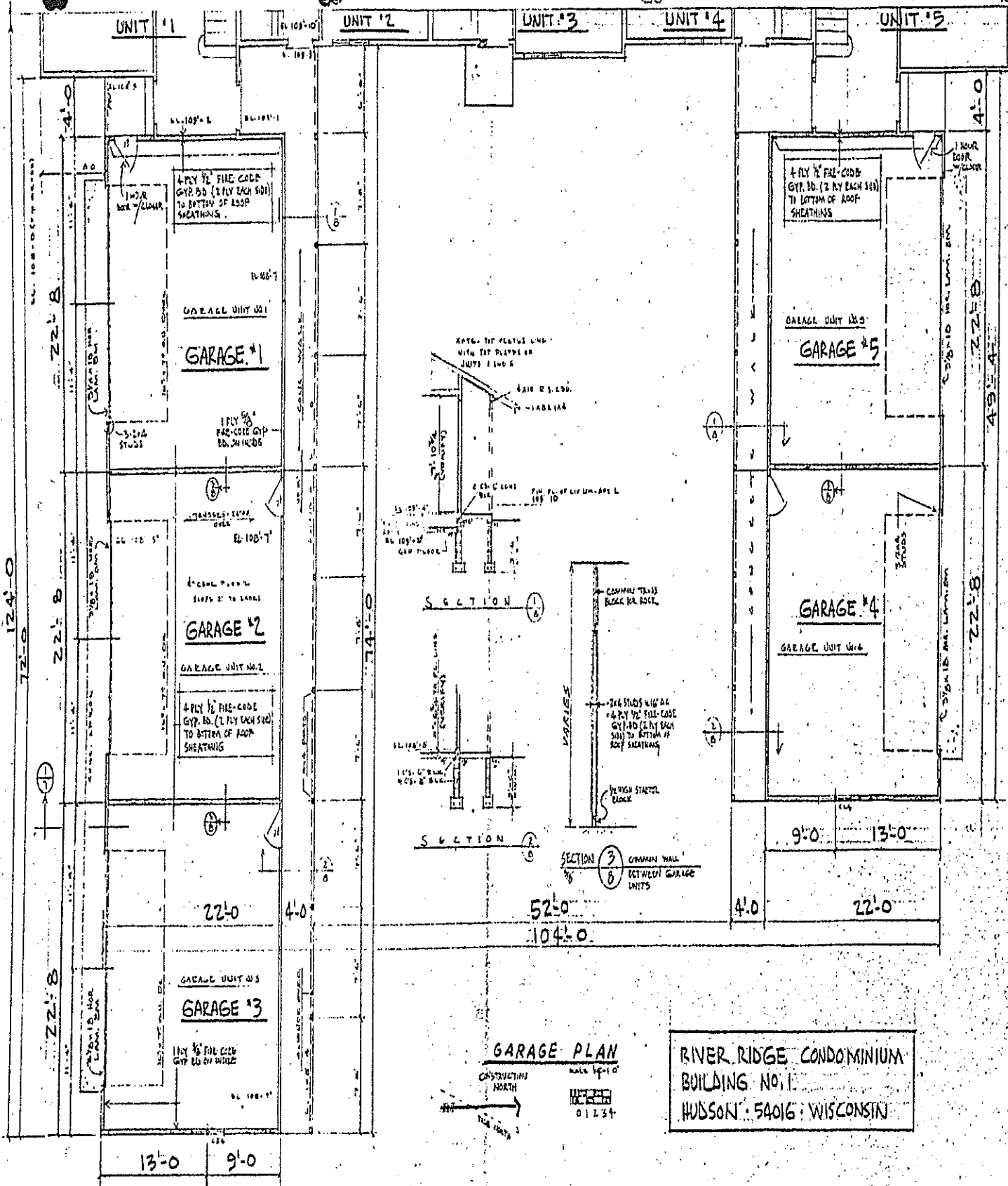


Exhibit "B"

GARAGE PLAN



DATE 10-10
01234

RIVER RIDGE CONDOMINIUM
 BUILDING NO. 1
 HUDSON • 54016 • WISCONSIN

Exhibit "B"

BY-LAWS
OF
RIVER RIDGE CONDOMINIUM ASSOCIATION

The Association of Unit Owners referred to in paragraph 24 of the Declaration of Condominium of River Ridge Condominium shall be governed by all of the provisions of said Declaration as fully as though said provisions were repeated as part of these By-Laws. Without limiting the above, special attention is directed to the voting rights mentioned in paragraph 9, and to the provisions of paragraphs 11, 12, 16, 22, 23 and 25. In addition, the following By-Laws:

1. VOTING RIGHTS. There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the unit owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the owner or one of the group composed of all the owners of a unit ownership, or may be some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board of Directors, and shall be revocable at any time by actual notice to the Board of Directors of the death or judicially declared incompetence of any designator, or by written notice to the Board of Directors by the owner or owners. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each owner or group of owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common areas or facilities applicable to his or their unit ownership as set forth in paragraph 9. H. P. R., Inc., shall be the voting member with respect to any unit ownership owned by H. P. R., Inc.
2. CUMULATIVE VOTING. In all elections for members of the Board of Directors, each voting member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filed shall be deemed to be elected.
3. ANNUAL MEETINGS. The initial meeting of the voting members shall be held upon ten (10) days written notice given by H. P. R., Inc., when a sale of at least 3% of the units have been consummated. Thereafter, there shall be an annual meeting of the voting members on the first Tuesday of December of each succeeding year thereafter at 7:30 P. M., or at such other reasonable time or date (not more than 30 days before or after such date) as may be designated by written notice of the Board of Directors delivered to the voting members not less than 10 days prior to the date fixed for said meeting.
4. SPECIAL MEETINGS. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board of Directors, or by the voting members having one-fourth

of the total votes, and delivered not less than 10 days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

5. NOTICE OF MEETING. The notice of meeting required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board of Directors for the purpose of serving of such notice.
6. PLACE OF MEETING. Meetings of the voting members shall be held at the property or at such other place in St. Croix County, Wisconsin, as may be designated in the notice of meeting.
7. QUORUM, MAJORITY VOTE. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.
8. ADJOURNMENT OF MEETING. If any meeting of the voting members cannot be held because a quorum has not attended, a majority of the voting members who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time for a period not exceeding seven (7) days in any one case.
9. NUMBER, QUALIFICATIONS. The direction and administration of the property shall be vested in the Board of Directors (hereinafter sometimes called the "Board") consisting of five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board of Directors shall be one of the owners or a spouse of an owner; provided, however, that in the event an owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board of Directors.
10. BOARD MEMBERSHIP. Subject to the provisions of By-Laws 30, and until such time as the By-Laws may be amended to reduce the membership in the Board of Directors to less than 5, each unit shall be entitled to have one director on the Board. If the membership is reduced to less than 5, then at the annual meeting of members, they shall elect the number of directors then required by a majority vote, each director to serve for a one year term.
11. REMOVALS. Any member of the Board of Directors may be removed from office by affirmative vote of the voting members having at least two-third of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a member of the Board of Directors removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.
12. VACANCIES. Vacancies in the Board of Directors, including vacancies due to an increase in the number of persons on the Board of Directors, shall be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose.

13. ORGANIZATION MEETING. The organization meeting of a newly-elected Board of Directors shall be held within 10 days of its election at such place and time as shall be fixed by the Board of Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.
14. 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 Board of Directors. Notice of regular meetings shall be given to each member, personally or by mail, telephone, or telegraph at least 3 days prior to the day named for such meeting.
15. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the members. Notice of the meeting shall be given personally or by mail, telephone or telegraph at least 3 days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.
16. WAIVER OF NOTICE. Any member of the Board of Directors may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.
17. QUORUM, MAJORITY VOTE. A quorum at meetings of the Board of Directors shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number is required.
18. MINUTES. The Board of Directors shall keep minutes of its proceedings.
19. COMPENSATION OF BOARD OF DIRECTORS. Members of the Board of Directors shall receive no compensation for their services, unless expressly allowed by the Board of Directors at the direction of the voting members having two-thirds of the total votes.
20. LIABILITY OF THE BOARD OF DIRECTORS. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the condominium unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the condominium. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the common areas or facilities bears to the interests of all the unit owners in the common areas or facilities. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the condominium shall provide that the members of the Board of Directors, or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as

his interest in the common areas and facilities bears to the interests of all unit owners in the common areas and facilities.

21. MANAGING AGENT. Upon the approval of the owners as elsewhere provided in this Declaration, the Board of Directors shall be entitled to engage the services of any person, firm or corporation to act as a manager or managing agent for the property and to provide for reasonable compensation of such manager or managing agent.
22. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors for the benefit of all the owners shall acquire and pay for, out of the maintenance hereinafter provided for, the following:
- (a) Services. Waste removal, snow removal, electricity and other necessary utility service for the common areas and facilities and for the units.
 - (a-1) maintenance and operation of the well, pump, pressure tank and other components of the well and common water system including the furnishing of unheated water to each of the units as reasonably required without separate metering.
 - (a-2) maintenance of the septic system and all of its components in proper working order, including the repair or re-location of the system if that ever becomes necessary.
 - (a-3) repair and maintenance of the access road to the property and for payment of the property's reasonable share of any improvements of said road proved by the Board of Directors.
 - (b) Property Insurance. A policy or policies of insurance insuring the common areas and facilities and the units against loss or damage by the perils of fires, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the common areas and facilities and the units written in the name of, and the proceeds thereof shall be payable to, the members of the Board of Directors, as trustees for each of the owners in the percentages established in paragraph 9. Said policy or policies shall provide for separate protection for each unit and its attached, built-in or installed fixtures and equipment to the full insurable replacement value thereof, and a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit, if any. Prior to obtaining any such policy or policies of insurance or any renewal thereof, the Board of Directors may obtain appraisals from a qualified appraiser for the purpose of determining the full replacement value of the common areas and facilities and the units for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses.
 - (c) Liability Insurance. Comprehensive public liability and property damage insurance in such limits as the Board of Directors shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees and the owners, including H. P. R., Inc., from any liability in connection with the common areas and facilities or the streets and sidewalks adjoining the property. Such insurance

- coverage shall also cover cross liability claims of one insured against another.
- (d) Workmen's Compensation Insurance. Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board of Directors in its judgment shall elect to effect.
- (e) Employees. The services of any person or firm employed by the Board of Directors.
- (f) Maintenance of Common Areas and Facilities. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common areas and facilities, and such furnishings and equipment for the common areas and facilities as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same for the common areas and facilities.
- (g) Maintenance of Property. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first class condominium building or for the enforcement of these restrictions.
- (h) Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board of Directors constitute a lien against the property or against the common areas and facilities, rather than merely against the interests therein of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board of Directors by reason of said lien or liens shall be specially assessed to said owners.
- (i) Maintenance of Individual Units. Maintenance and repair of any unit if such maintenance or repair is necessary, in the discretion of the Board of Directors, to protect the common areas and facilities, or any other portion of the building, and an owner of any unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board of Directors to said owner, provided that the Board of Directors shall levy a special assessment against such owner for the cost of said maintenance or repair.
- (j) Right of Inspection. The Board of Directors or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Board of Directors is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Board of Directors at the expense of the maintenance fund.
- (k) Limitation. The Board of Director's powers hereinabove enumerated shall be limited in that the Board shall have no

authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the common areas and facilities (other than for purposes of replacing or restoring portions of the common areas and facilities, subject to all the provisions of this Declaration) requiring an expenditure in excess of Two Thousand Five Hundred (\$2,500.00) Dollars, without in each case the prior approval of the voting members holding two-thirds of the total votes.

- (l) Execution of Contracts. All agreements, contracts, deeds, leases, and vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board of Directors in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board of Directors, such documents shall be signed by the Treasurer and countersigned by the President of the Board of Directors.
- (m) Rules and Regulations. The Board of Directors, at the direction of the voting members having two-thirds of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the property, and for the health, comfort, safety, and general welfare of the owners and occupants of the property. Written notice of such rules and regulations shall be given to all owners and occupants and the entire property shall at all times be maintained subject to such rules and regulations.
- (n) Concessions. The Board of Directors, by vote of at least two-thirds of the persons on the Board, shall have the authority to lease or to grant licenses or concessions with respect to any part of the common areas and facilities, subject to the terms of this Declaration. Nothing hereinabove contained shall be construed to give the Board of Directors authority to conduct an active business for profit on behalf of the owners or any of them.
23. ELECTION. The Board of Directors shall elect at its organization meeting each year from among its members, a President, a Vice-President, a Secretary, a Treasurer, and such additional officers as the Board of Directors shall see fit to elect.
24. REMOVAL OF OFFICERS. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.
25. PRESIDENT. The President shall be the chief executive officer. He shall preside over the meetings of the Board of Directors and of the unit owners. In general, he shall have all the powers and duties incident to the office of President, including, but not limited to, the power to appoint committees from among the unit owners any committee which he decides is appropriate to assist in the direction and administration of the property.
26. VICE-PRESIDENT. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

27. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the unit owners. In general, he shall perform all the duties incident to the office of Secretary.
28. TREASURER. The Treasurer shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Directors, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors. In general, he shall perform all the duties incident to the office of Treasurer.
29. COMPENSATION OF OFFICERS. Officers shall receive no compensation for their services, unless expressly allowed by the Board of Directors at the direction of the voting members having two-thirds of the total votes.
30. MANAGEMENT PRIOR TO SALE OF FIRST 3 UNITS. Until such time as H. P. R., Inc., shall have sold at least 3 units, it shall exercise the power, duties, rights and functions of the Board of Directors.
31. AMENDMENTS. These By-Laws may be amended at any time, by a vote of 80% of the unit owners, but no amendment shall be inconsistent with the provisions of Chapter 703 of the Wisconsin Statutes, and no amendment adopted by fewer than 100% of the unit owners shall be inconsistent with any provisions of the Declaration which can only be amended with the approval of fewer than the owners of 100% of the units.

342206

ADDENDUM TO DECLARATION OF CONDOMINIUM
OF
RIVER RIDGE CONDOMINIUMRec'd. for Record this 81
day of August A.D. 1
at 3:35 P. M.*James P. Conner*
Register of Deeds

H.P.R., Inc., the Wisconsin corporation which executed the Declaration of Condominium of River Ridge Condominium recorded October 25, 1976, in the office of the Register of Deeds for St. Croix County, Wisconsin, in Volume 544, page 295, et seq., as Document 336194, being the owner of all the property and all units referred to therein, hereby executes this document as an Addendum to said Declaration:

1. Article 1 of the Declaration is supplemented by adding to the description of the property submitted to the provisions of the Unit Ownership Act, Chapter 703 of the Wisconsin Statutes, the following:

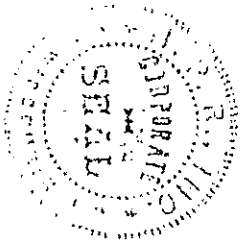
A permanent easement to drill, install, operate, maintain and repair a well, pump and pump housing and all necessary utility connections thereto on a parcel of land in Government Lot 3, being the Northeast Quarter of the Southeast Quarter of Section 36, Township 29 North, Range 20 West, in the City of Hudson, described as follows: Commencing at an iron pipe set on the West line of a proposed road, said point being the Northeast corner of a parcel previously conveyed by the above grantor to the above grantees by deed recorded in the office of the Register of Deeds for St. Croix County, Wisconsin in Volume 541, page 158, document 334707; thence North 19°24' West along the West line of said road 12 feet; thence South 72°17' West 184 feet to the POINT OF BEGINNING of the parcel to be described: Thence North 17°43' West 10 feet; thence South 72°17' West 16 feet; thence South 17°43' East 10 feet; thence North 72°17' East 16 feet to POINT OF BEGINNING; together with the right to install, repair and maintain pipes and utility connections between said well and pump and the grantors adjoining land lying Southerly of the described parcel.

The land submitted is also subject to a non-exclusive easement appurtenant to the parcel of land immediately Northerly thereof now owned by George H. Ruesink and wife, over the following parcel: Beginning at the Northeast corner of the land submitted; thence South 72°17' West 175 feet; thence South 19°24' East 25 feet; thence North 72°17' East 120 feet; thence North 19°24' West 5 feet; thence North 72°17' East 55 feet to River Ridge Road; thence North 19°24' West 20 feet to POINT OF BEGINNING.

2. Exhibit "AA", which is attached hereto and which is a final plat of survey of the land showing the location of the building and improvements built thereon is substituted for Exhibit "A" attached to the original Declaration.

3. Exhibit "BB", being a set of the final floor plans of the building erected on the premises, showing the layout, location, unit numbers and demensions of the units and the name of the building is substituted for Exhibit "B" attached to the original Declaration.

IN WITNESS WHEREOF, H.P.R., Inc., has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its President and attested by its Secretary this 29th day of July, 1977.



H.P.R., INC.

By [Signature]
Richard K. Power, President

By [Signature]
George H. Ruesink, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

Personally came before me, this 29th day of July, 1977, Richard K. Power, President, and George H. Ruesink, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

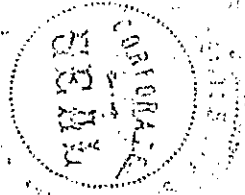


[Signature]
John D. Heywood, Notary Public
St. Croix County, Wisconsin
My Commission is permanent

CONSENT OF MORTGAGEE

Eastern Heights State Bank of Saint Paul, Minnesota,
hereby consents to the execution, delivery and recording of
the foregoing instrument and subjects its mortgage and
assignments of rent recorded as documents 335024, 335908
and 336075 to the provisions thereof.

Dated August 8, 1977.



EASTERN HEIGHTS STATE BANK OF
SAINT PAUL, MINNESOTA

By *R. J. Hubbell*
R. J. HUBBELL, President

ATTEST: *G. Vigness*
G. VIGNESS

STATE OF MINNESOTA)
COUNTY OF *Ramsey*) ss.

Personally came before me, this 8th day of August, 1977,
R.J. Hubbell President, and G. Vigness, Vice President of the
above named corporation, to me known to be the persons who
executed the foregoing instrument, and to me known to be such
President and Vice President of said corporation and acknow-
ledged that they executed the foregoing instrument as such
officers as the deed of said corporation, by its authority.

Leona Argene
Notary Public
County, Minn.
My Commission Expires Oct. 1, 1983
LEONA ARGENE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Oct. 1, 1983

This instrument drafted by:
John D. Heywood
Attorney at Law
Hudson, Wisconsin, 54016

SECOND ADDENDUM TO DECLARATION OF CONDOMINIUM OF RIVER RIDGE CONDOMINIUM

H.P.R., Inc., the Wisconsin corporation which executed the Declaration of Condominium of River Ridge Condominium recorded October 25, 1976, in the office of the Register of Deeds for St. Croix County, Wisconsin, in Volume 544, page 295, et seq., as Document 336194, being the owner of all the property and all units referred to therein, except Unit 1 and Richard K. Power and Virginia C. Power, his wife, owners of Unit 1, hereby execute this document as a Second Addendum to said Declaration:

1. Article 6 on page 2 of the Declaration is amended by deleting the sentence following the semi-colon in line 7 and inserting the following: The upper boundary shall be the plane of the lower surface of the ceiling slab. The lower boundary shall be the plane of the lower surface of the basement slab.

2. Article 6 on page 2 of the Declaration is amended by adding after the word "include" in line 10 the following: the patio on the Westerly side of the unit as shown on Exhibit "BB" of the Addendum recorded in the office of the Register of Deeds in Volume 558, page 604, et seq., as Document 342206 and".

IN WITNESS WHEREOF, H.P.R., Inc., has caused these presents to be signed by Richard K. Power, its President and George H. Ruesink, its Secretary, at Hudson, Wisconsin, and its corporate seal to be hereunto affixed, and Richard K. Power and Virginia C. Power, his wife, have hereunto set their hands and seals, all this 24th day of August, 1977.

H.P.R., INC.

By [Signature] Richard K. Power, President

By [Signature] George H. Ruesink, Secretary

[Signature] (SEAL) Richard K. Power

[Signature] (SEAL) Virginia C. Power

REGISTERS OFFICE ST. CROIX CO., WIS.

Rec'd. for Record this 29th day of August A.D. 1977 at 8:30 A.M.

[Signature] James O. Cornell Register of Deeds

STATE OF WISCONSIN)) ss. COUNTY OF ST. CROIX)

Personally came before me, this 24th day of August, 1977, Richard K. Power, President, and George H. Ruesink, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the act of said corporation, by its authority; and personally came before me, on the same date, the above named Richard K. Power and Virginia C. Power, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature] John D. Heywood Notary Public St. Croix County, Wisconsin My Commission is permanent



CONSENT OF MORTGAGEES

Eastern Heights State Bank of Saint Paul, Minnesota, and Tri-County Savings and Loan Association of Hudson, Wisconsin, hereby consent to the execution, delivery and recording of the foregoing instrument and subject their respective mortgages and Eastern Heights State Bank of Saint Paul, Minnesota, assignment of rents to the provisions thereof.

Dated August 25, 1977.

EASTERN HEIGHTS STATE BANK OF SAINT PAUL, MINNESOTA

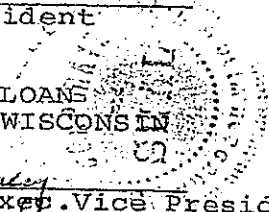
By [Signature]
R.J. Hubbell, President

[Signature]
G. Vigness, Vice President

TRI-COUNTY SAVINGS AND LOANS ASSOCIATION OF HUDSON, WISCONSIN

By [Signature]
Richard J. Kinney, Exec. Vice President

[Signature]
June H. Jacobsen Secretary

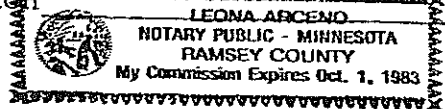


STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Personally came before me, this 25th day of August, 1977, R.J. Hubbell President, and G. Vigness, Vice President of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Vice President of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

[Signature]
Notary Public, Ramsey County Minn.
My Commission

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)



Personally came before me, this 25th day of August, 1977, Richard J. Kinney, Executive Vice President and June H. Jacobsen, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Executive Vice President and Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

[Signature] John D. Heywood
Notary Public, St. Croix Co., Wis.
My Commission is permanent

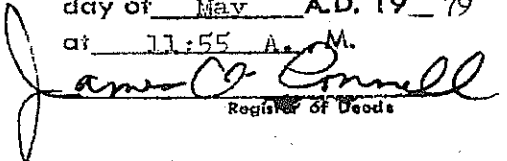
This instrument drafted by:
John D. Heywood
Attorney at Law
Hudson, Wisconsin, 54016



THIRD ADDENDUM TO DECLARATION OF
CONDOMINIUM

OF

RIVER RIDGE CONDOMINIUM

REGISTERS OFFICE
ST. CROIX CO., WIS.Rec'd. for Record this 17th
day of May A.D. 19 79
at 11:55 A.M.

 James O. Connell
Register of Deeds

H.P.R., Inc., the Wisconsin Corporation which executed the Declaration of Condominium of River Ridge Condominium recorded October 25, 1976, in the Office of the Register of Deeds for St. Croix County, Wisconsin, in Volume 544, Page 295, et seq., as Document 336194, and being owner of the additional land and building being added to River Ridge Condominium by this Addendum; and Robert E. Marquardt and Mary E. Marquardt, his wife, owners of Unit 1; Richard L. Kenall being the owner of Unit 2; Burton L. Nordstrand being the owner of Unit 3; John M. Hartz being the land contract purchaser of Unit 3; Joseph M. Friedlander being the owner of Unit 4; and Eugene W. Erickson and Marilyn M. Erickson, his wife, owners of Unit 5; and Arthur M. Simons and Carolyn M. Simons, his wife, prospective owners of Unit 5; said corporation and individuals being the owners of all of the property and all of the units referred to in said Declaration as herein amended, hereby execute this document as a Third Addendum to said Declaration:

1. Article 1 of the Declaration as amended in the Addendum to Declaration of Condominium of River Ridge Condominium recorded in the Office of the Register of Deeds for St. Croix County, Wisconsin, on August 8, 1977, in Volume 558, Page 604, et seq., as Document 342206, is amended by deleting the description of property submitted to the provisions of the Unit Ownership Act, Chapter 703 of the Wisconsin Statutes, and inserting the following:

A parcel of land located in Government Lot 3 (being the Northeast Quarter of the Southeast Quarter) Section 36, Township 29 North, Range 20 West, City of Hudson, St. Croix County, Wisconsin, more fully described as follows: Commencing at an iron pipe set on the West line of a proposed Town Road, said point being 700.87 feet West and 1830.98 feet North of the Southeast corner of said Section 36, and the point of beginning for parcel to be described;

Thence North 19°24' West along the West line of said road a distance of 290 feet; thence South 77°10' West 468.64 feet to the centerline of the old railroad right of way; thence South 20°00' East 185.00 feet along the centerline of said old railroad right of way; thence South 24°19' East 185.10 feet along the centerline of said old railroad right of way; thence North 67°18' East 448.50 feet to the point of beginning, except a parcel 100 feet wide parallel and adjacent to and easterly of the center of old railroad right of way. Net acreage = 2.6532 acres.

Together with an easement for an access road 66 feet in width, the westerly line of which is described as follows: Commencing at the Northeast corner of the above described parcel; thence South 19°24' East 367.40 feet; thence South 30°19' East 432.50 feet; thence South 35°22' East 441.50 feet; thence South 26°11' East 508.90 feet to an iron pipe stake;

thence South 18°59' East 537.90 feet to an iron pipe stake set on the North boundary of the town road as previously deeded to the Town of Hudson.

Subject to a 20 foot easement for an access road as reserved in the deed from George H. Ruesink and Borghild M. Ruesink to H.P.R., Inc., by deed recorded in the Office of the Register of Deeds for St. Croix County, Wisconsin, in Volume 541, Pages 627 and 628, Document Number 335041, and to utility easements of record.

The bearings in the description are based on the East line of Section 36, being due North and South.

2. Article 2 on page 1 of the Declaration is amended by deleting the words "proposed building" in line 6 and inserting the words "building No. 1".
3. Article 2 on page 1 of the Declaration is amended by adding after the word "building." on line eight another sentence as follows: "Also filed herewith and made a part hereof is Exhibit "C" being a set of floor plans of building No. 2, showing the layout, location, unit numbers and dimensions of the units and the name of that building."
4. Article 5 on page 2 of the Declaration is amended by deleting the present Article and inserting the following:
 5. DESCRIPTION OF BUILDING. The building No. 1 erected on the above described land is described in the plans filed herewith as Exhibit "B". Building No. 2 erected on the above described land is described in the plans filed herewith as Exhibit "C". The buildings are of wood frame construction on a concrete block foundation containing a basement, ground level and upper story containing five dwelling units, including patios. Attached to and a part of each building are two single story wings, extending easterly containing a total of five double garages.
5. Article 6 on page 2 of the Declaration is amended by deleting the present Article and inserting the following:
 6. THE UNITS. The units of building No. 1 are numbered 1, 2, 3, 4 and 5, from South to North, the location of each unit and its approximate area is as set forth in Exhibits "A" and "B". The units in building No. 2 are numbered 6, 7, 8, 9 and 10, from South to North. The location of each unit and its approximate area is as set forth in Exhibits "AAA" and "C". Each unit shall include a dwelling containing 6 rooms, plus a foyer, closets, 2 1/2 baths, the basement under said rooms, the double garage bearing the same number as the dwelling unit, and a patio on the Westerly side of each unit as shown on Exhibits "BB" and "C". Each unit shall consist of the space enclosed or bounded as follows: The upper boundary shall be the plane of the lower surface of the ceiling slab. The lower boundary shall be the plane of the lower surface of the basement

slab. The vertical boundaries of the dwelling units shall be the unit side of exterior walls and the center lines of all interior walls separating the unit from other units. The vertical boundaries of the patios are the upper and lower planes of the patio slab. (The divider walls between the patios are common areas.) The garage of each unit is bounded by the lower surface of the ceiling, the plane of the lower surface of the floor slab, the interior side of the exterior walls and the center line of interior walls. The sewer pipe leading from the unit to the collector pipe is part of the unit. (The collector pipes, lift station, septic tanks and dry wells are part of the common areas.)

6. Article 7 on page 2 of this Declaration is amended by inserting after the word "septic tank," "(g) the swimming pool and all appurtenances thereof."

7. Article 9 on page 2 of the Declaration is amended by deleting the word "twenty" following the word "a" on line five and inserting the word "ten"

8. Article 11 on page 3 of the Declaration is amended by deleting the words "one from each unit" following the word "members", on line fifteen and inserting the following: "to be elected as provided in the By-Laws."

9. Article 13, subsection (b), on page 3 of the Declaration is amended by deleting the words "Section 703.26" on line eight of subsection (b) and inserting the words "Section 703.18."

10. Article 23, subsection (c), on page 9 of the Declaration is amended by inserting the words "of the association" after the words "voting members" on line five of that subsection.

11. Article 23, subsection (d), on page 9 of the Declaration is amended by inserting the words "of the association" after the word "members" on line four of that subsection.

12. Article 29 on page 13 of the Declaration is amended by deleting everything after the word "AMENDMENTS." on line one and inserting the following: "The provisions of this Declaration may be amended only in writing signed and acknowledged by at least 80 percent of the unit owners."

13. By-Law 10 of the By-Laws of River Ridge Condominium Association, recorded October 25, 1976, in the Office of the Register of Deeds for St. Croix County, Wisconsin, in Volume 64, page 295, et seq., as Document 336194, on page 2 of the by-laws, is amended by deleting everything after the words "BOARD MEMBERSHIP." and inserting the following: "Members of the Board of Directors shall be elected at the annual meeting of voting members by a majority vote, each director to serve for a one year term."

14. By-Law 31 on page 7 of the By-Laws is amended by

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

Personally came before me this 3rd day of April, 1979
the above named Robert E. Marquardt and Mary E. Marquardt, to
me known to be the persons who executed the foregoing instrument
and acknowledged the same.

John D. Heywood
Notary Public, St. Croix Co., WI.
My Commission is permanent

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

Personally came before me this 3rd day of April, 1979
the above named Richard L. Kenall, ^{and Barbara D. Kenall} to me known to be the persons
who executed the foregoing instrument and acknowledged the same.

John D. Heywood
Notary Public, St. Croix Co., WI.
My Commission is permanent

Florida
STATE OF ~~WISCONSIN~~)
) ss.
COUNTY OF ~~ST. CROIX~~)

Personally came before me this 12 day of May, 1979
the above named Joseph M. Friedlander, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

Norris V. Wisener
Notary Public, ~~St. Croix Co., WI.~~ State of Florida
My Commission is permanent
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 5, 1979
RECORDED THIS GENERAL REG. UNDERWRITING

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

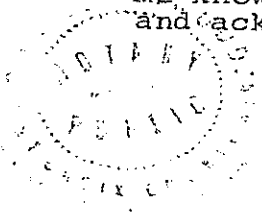
Personally came before me this 3rd day of May, 1979
the above named Burton L. Nordstrand, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

Lois A. Murray
Notary Public, St. Croix Co., WI.
My Commission permanent

STATE OF WISCONSIN)
)
COUNTY OF ST. CROIX) ss.

Personally came before me this 3rd day of April, 1979
the above named Eugene W. Erickson and Marilyn M. Erickson, to
me known to be the persons who executed the foregoing instrument
and acknowledged the same.

John D. Heywood
Notary Public, St. Croix Co., WI.
My Commission is permanent



STATE OF WISCONSIN)
)
COUNTY OF ST. CROIX) ss.

Personally came before me this 6th day of April, 1979
the above named John M. Hartz, to me known to be the person who
executed the foregoing instrument and acknowledged the same.

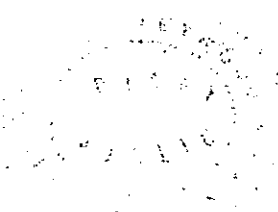
John D. Heywood
Notary Public, St. Croix Co., WI.
My Commission _____



STATE OF WISCONSIN)
)
COUNTY OF ST. CROIX) ss.

Personally came before me this 3rd day of April, 1979
the above named Arthur M. Simons and Carolyn M. Simons, to me
known to be the persons who executed the foregoing instrument
and acknowledged the same.

John D. Heywood
Notary Public, St. Croix Co., WI.
My Commission is permanent



CONSENT OF MORTGAGEES

Eastern Heights State Bank of Saint Paul, Minnesota, State
Bank of Hudson, Wisconsin, and First Federal Savings and Loan of
Eau Claire, Wisconsin, hereby consent to the execution, delivery
and recording of the foregoing instrument and subject their re-
spective mortgages and assignment of rents to the provisions
thereof.

Dated: 4-17, 1979

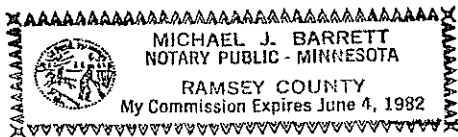
EASTERN HEIGHTS STATE BANK OF
SAINT PAUL, MINNESOTA

By R. J. Russell
President

By T. J. Quinn
Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Personally came before me this 17 day of APRIL, 1979
R. J. HUBBELL, President, and T. J. QUINN
Vice President, of the above named corporation, to me known to be
the persons who executed the foregoing instrument and to me
known to be such President and Vice President of said corporation
and acknowledged that they executed the foregoing instrument as
such officers as the deed of said corporation, by its authority.



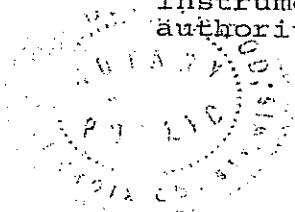
Michael J. Barrett
Notary Public, Ramsey Co., MN
My Commission

STATE BANK OF HUDSON, WISCONSIN

BY D. R. Youngberg
President
BY Paul J. Eckblad
Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

Personally came before me this 13th day of April, 1979
D. R. Youngberg, President, and Paul J. Eckblad
Vice President, and acknowledged that they executed the foregoing
instrument as such officers as the deed of said corporation by its
authority.



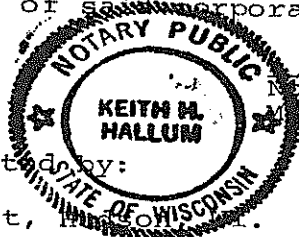
John B. Heywood
Notary Public, St. Croix Co., WI
My Commission

FIRST FEDERAL SAVINGS AND LOAN
OF EAU CLAIRE WISCONSIN

BY Peter J. Scarseth
President
BY John R. Boberg
SENIOR Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF EAU CLAIRE)

Personally came before me this 7th day of MAY, 1979
PETER J. SCARSETH, President, and JOHN R. BOBERG, SENIOR
Vice President, of the above named corporation, to me known to be
the persons who executed the foregoing instrument, and to me
known to be such President and Vice President of said corporation
and acknowledged that they executed the foregoing instrument as
officers as the deed of said corporation by its authority.



Keith H. Hallum
Notary Public, Eau Claire Co., WI
Commission EXPIRES: 5-24-81

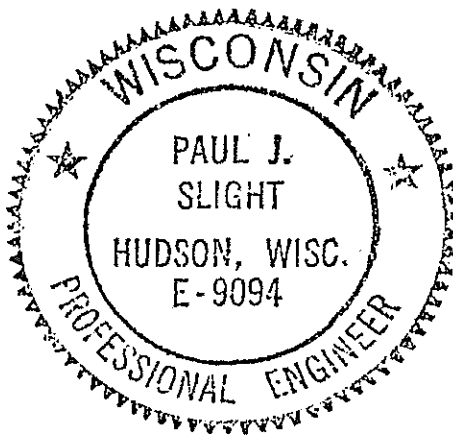
This instrument drafted by:
HEYWOOD AND CARI
204 Locust Street,

~~December 4, 1978~~
(Date)

I, Paul J. Slight, certify that floor plan sheets (12" x 18") #2, #3, #4, and #8 of River Ridge Condominium, Building #2, Hudson, Wisconsin, are an accurate copy of portions of the plans as filed with the building inspector of the City of Hudson, Wisconsin.

Paul J. Slight

Paul J. Slight



UNIT # 6

UNIT # 7

UNIT # 8

UNIT # 9

UNIT # 10

24'-0" (UNIT NO. 1)

24'-0" (UNIT NO. 2)

24'-0" (REVERE OF UNIT NO. 1)

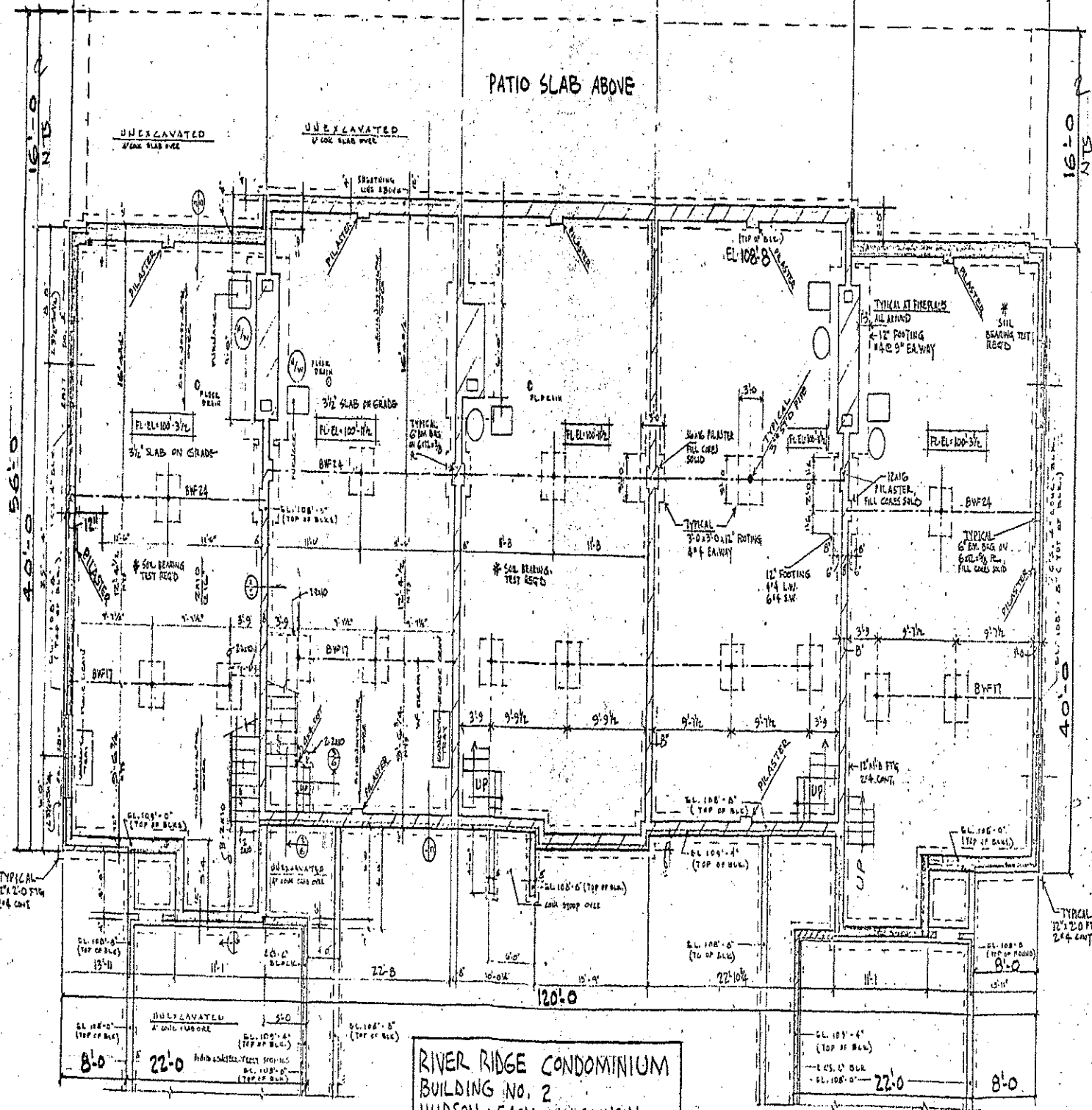
24'-0" (REVERE OF UNIT NO. 2)

24'-0" (REVERE OF UNIT NO. 1)

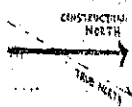
PATIO SLAB ABOVE

UNEXCAVATED
3/4" CON. SLAB OVER

UNEXCAVATED
3/4" CON. SLAB OVER



RIVER RIDGE CONDOMINIUM
 BUILDING NO. 2
 HUDSON - 54016 - WISCONSIN



BASEMENT PLAN - BLDG # 2

1/2" = 1'-0"
 M.P.C. 01234

- NOTES
1. FINISH FLOOR IS 3/4" SLAB ON GRADE.
 2. ALL CRUISE BEARINGS AT INTERJUNCTION OF UNITS.
 3. DOUBLE JOIST UNDER PARALLEL PARTITIONS.
 4. METAL HANGERS NEEDED JOIST BEARING INTO PARALLEL PARTITIONS.

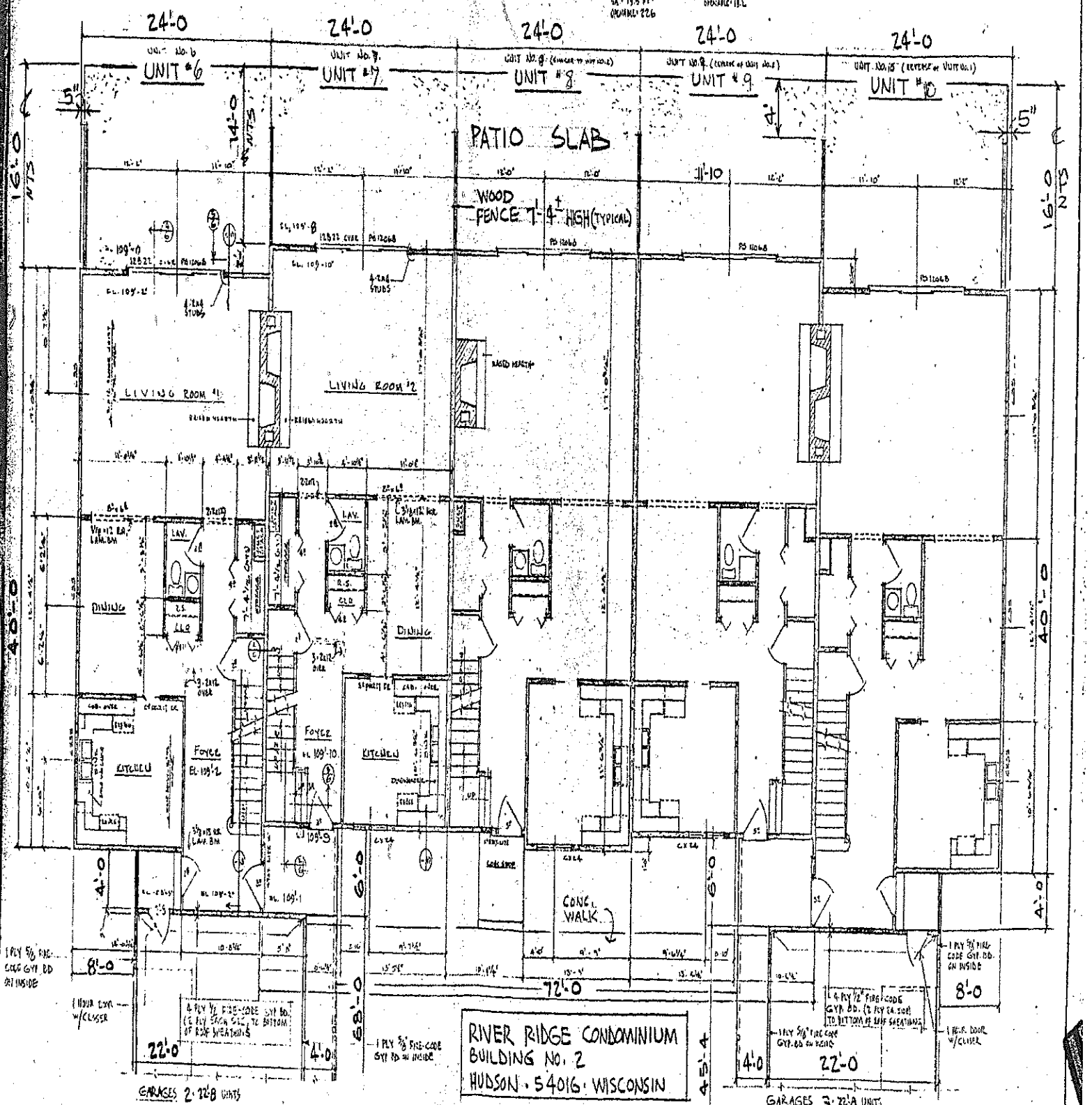
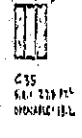
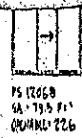
JOB 556
 SHEET 2 OF 10

12-4-78

LIVING ROOM WINDOW SCHEDULE

	AREA	GLASS	OPERABLE LEAD	PROVIDED
LIVING RM. #1	359 FT ²	389 FT ²	18.5 FT ²	ANDERSON PS 1206B 4 ANDERSON 235 (S.A. 106.6 FT ² , OPERABLE 40.8 FT ²)
LIVING RM. #2	351 FT ²	362 FT ²	19.1 FT ²	ANDERSON PS 1206B (S.A. 103.3 FT ² , OPERABLE 22.6 FT ²)

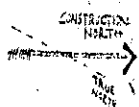
ANDERSON PS 1206B 4 ANDERSON 235 (S.A. 106.6 FT², OPERABLE 40.8 FT²)
ANDERSON PS 1206B (S.A. 103.3 FT², OPERABLE 22.6 FT²)



RIVER RIDGE CONDOMINIUM
BUILDING NO. 2
HUDSON, WISCONSIN

FIRST FLOOR PLAN BLDG. #2

1/4" = 1'-0" REVISION 01234

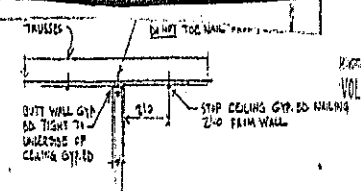
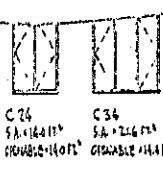


12-4-78

Sheet 3-13

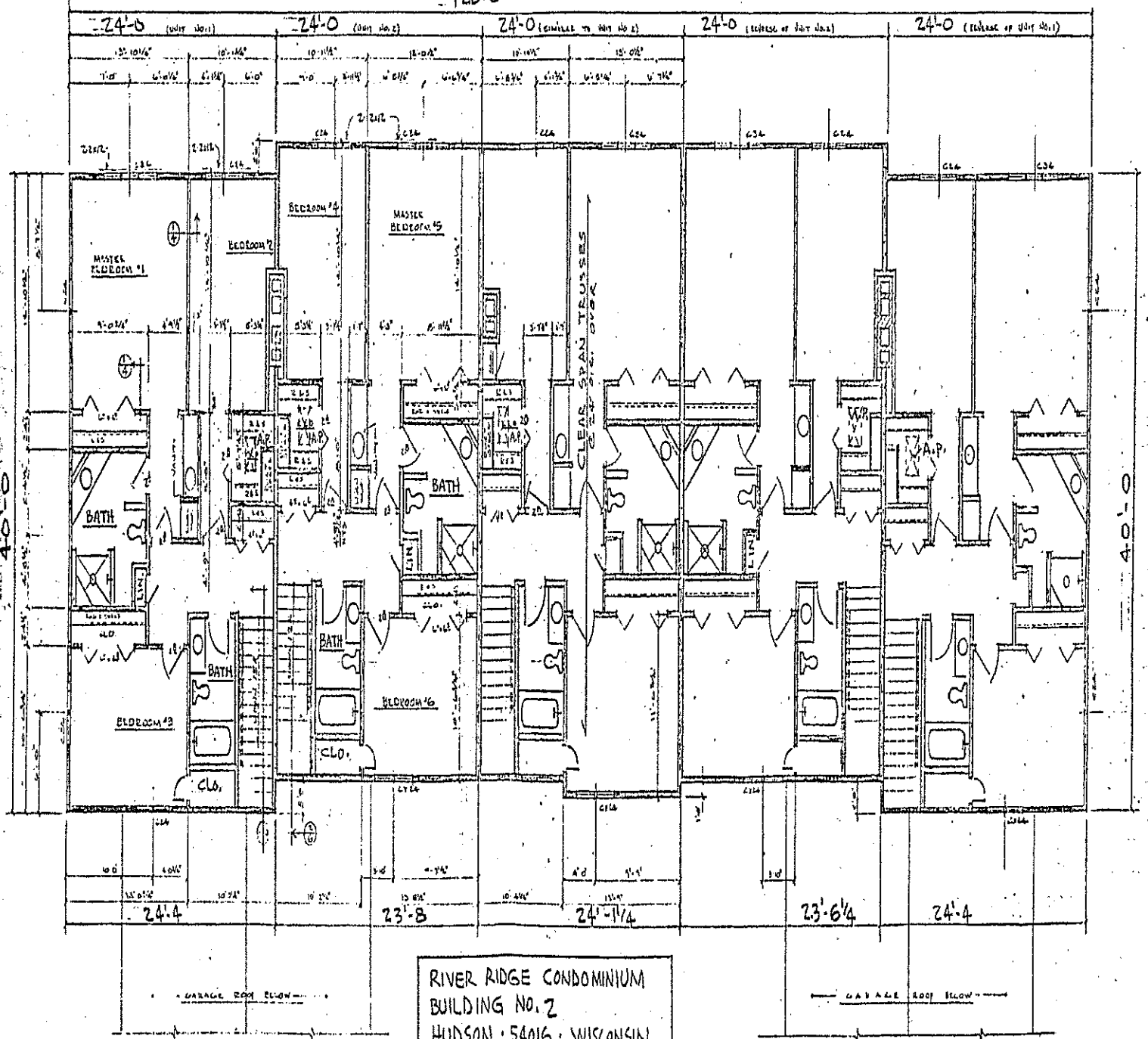
BEDROOM WINDOW SCHEDULE

	AREA	S.A. REQ'D	OPENING REQ'D	PROVIDED
MASTER BR #1	191 FT ²	19.1 FT ²	15 FT ²	ANDERSEN C24 + C34 (S.A. = 35.6 FT ² , OPENABLE = 19.6 FT ²)
BR #2	135 FT ²	13.5	6.7	C24 (S.A. = 14.0 FT ² , OPENABLE = 14.0 FT ²)
BR #3	135 FT ²	13.5	6.7	2-C24 (S.A. = 28.0 FT ² , OPENABLE = 28.0 FT ²)
BR #4	135 FT ²	13.5	6.7	ANDERSEN C24 (S.A. = 14.0 FT ² , OPENABLE = 14.0 FT ²)
MASTER BR #5	182 FT ²	18.2	14.1	C34 (S.A. = 21.5 FT ² , OPENABLE = 14.1 FT ²)
BR #6	130 FT ²	13.0	6.5	C24 (S.A. = 14.0 FT ² , OPENABLE = 14.0 FT ²)



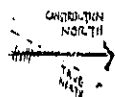
SECTION 1 TYPICAL INTERIOR PARTITION IN 2ND STORY

UNIT # 6 UNIT # 7 UNIT # 8 UNIT # 9 UNIT # 10



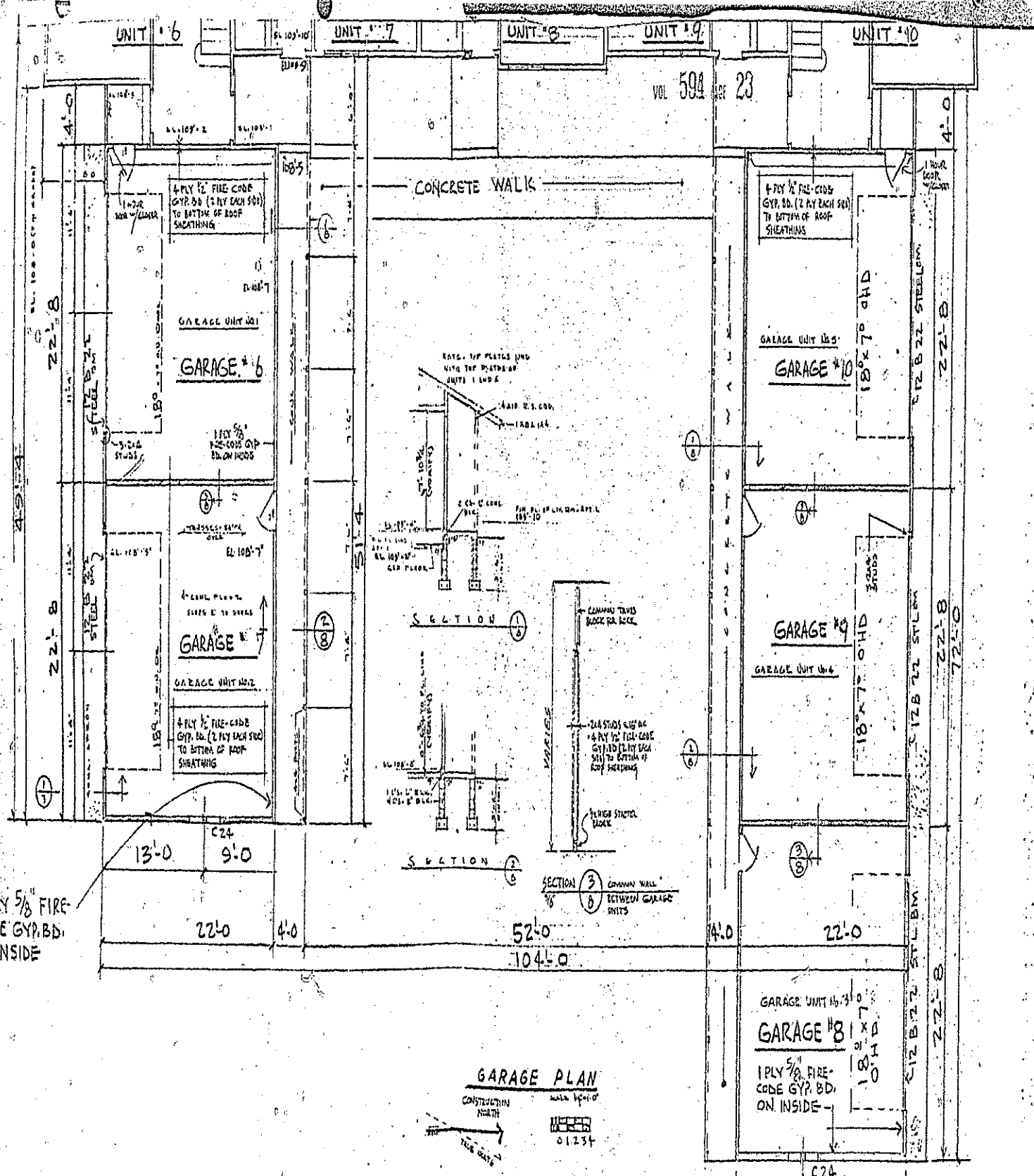
RIVER RIDGE CONDOMINIUM
BUILDING NO. 2
HUDSON • 54016 • WISCONSIN

SECOND FLOOR PLAN - BLDG #2
1/4" = 1'-0" 01234



17-4-78

100' 526
sheet 4-10

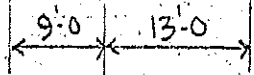


1 PLY 5/8 FIRE CODE GYP. BD. ON INSIDE

GARAGE PLAN

CONSTRUCTION NORTH
SCALE 1/8" = 1'-0"
01.231

RIVER RIDGE CONDOMINIUM
BUILDING NO. 2
HUDSON, WISCONSIN



12-4-78

JOB 6556
SHEET 8 OF 10

