

DISCLOSURE MATERIALS

GOLF TERRACE CONDOMINIUM

**1705-1723 Fairway Drive
Hudson, Wisconsin 54016**

NAME OF DECLARANT: Owners of Golf Terrace Condominium Units
Golf Terrace Condominium Association, Inc.
1705-1723 Fairway Drive
Hudson, WI 54016

1. These are extracts of the legal documents covering your rights and responsibilities as a condominium unit owner. If you do not understand any provisions contained in them, you should obtain professional advice.

2. These disclosure materials given to you are required by law and may be relied upon as correct and binding. Oral statements may not be legally binding.

3. You may at any time within five (5) business days following receipt of these documents, or following notice of any material changes in these documents, cancel in writing the contract of sale and receive a full refund of any deposits made.

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

1. **Declaration.** The Declaration establishes and describes the condominium, the units and the common areas.* The Declaration begins on page..... 1.1
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 2.1
3. **Articles of Incorporation.** The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its Articles, Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page..... 3.1
4. **Management or employment contracts.** Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page..... 4.1
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 those charges which are in addition to mortgage and utility payments. The budget begins on page 5.1
6. **Floor plan and map.** The seller 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. The floor plan and map begin on page..... 6.1

* The original Declaration of Condominium for Golf Terrace Condominium was filed with the Register of Deeds, St. Croix County, on May 22, 1997. A copy can be obtained from that office for a fee (\$24.00 in 2003), and/or a copy for viewing is available from the Agent for Service Process, who is the Golf Terrace Condominium Association Treasurer. This extract of the Declaration was prepared in March, 2003, copies verbatim the original, but leaves out instructions, procedures, and times for the initial transfer of ownership and governance from the Contractor to the subsequent owners. For correctness and clarity the "Declarant" is changed from the name of the Contractor to the "Owners of Golf Terrace Condominium Units". Construction and sale of all units was completed, and the first meeting of the Association was held in December, 1998.

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**GOLF TERRACE CONDOMINIUM
DECLARATION OF CONDOMINIUM**

This declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin by the Golf Terrace Condominium Association, Inc. hereafter referred to as "Declarant".

1. Submission of Property. DECLARANT, the Owners of Golf Terrace Condominium Units hereby submits the following land owned by them, together with the buildings and improvements erected or to be erected thereon, to the provisions of the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes:

Lots 2 and 3, Golf Terrace Addition to the City of Hudson,
St. Croix County, Wisconsin.

2. Plans and Plats. Attached herewith and made a part hereof is Exhibit No. "1" (see #26) which is a set of floor plans of the proposed unit, showing the layout and dimensions of the unit, all units being identical. In compliance with the Condominium Ownership Act, the Declarant shall file a condominium plat (see #27) fulfilling the requirements of sec. 703.11, Wis. Stats.

3. Name and Address. The name of the condominium shall be Golf Terrace Condominium, Its address shall be 1705-1723 Fairway Drive, City of Hudson, Wisconsin 54016.

4. Definitions. Unless the context requires otherwise, any words defined in sec. 703.02 of the Wisconsin Statutes shall have the same meaning when used in this Declaration or in the By-Laws filed herewith.

5. Description of Buildings. There shall be one 10 unit building. This building shall be of a wood frame construction on a concrete foundation.

6. The Units. Each unit shall include a dwelling consisting of two stories, the lower story consisting of a concrete foundation and floor, one bedroom, bathroom, utility room, kitchen, living room, dining room and outdoor patio. The upper floor shall consist of two bedrooms, one loft bedroom, one bathroom and two walk in closets.

Each unit shall consist of this space enclosed or bounded as follows: The lower boundaries shall be the plane of the upper surface of the basement slab. The vertical boundaries of the dwelling units shall be the outside face of the inside walls and the center lines of all interior walls separating the unit from other units. The upper boundaries shall be the outside face of the inside ceiling.

7. The Common Elements. All of the condominiums, except its units, shall be common elements.

8. Limited Common Elements. This condominium does not have any limited common elements, areas or facilities.

9. Percentage Interests. Each unit shall have an equal 1/10th interest in the common elements. The owner or owners of each unit shall have but one vote. There shall be a total of 10 votes.

10. Purpose of each Building and Unit. The buildings and all units are intended to be used solely for residential purposes, and their use is restricted to that purpose.

11. Agent for Service of Process. The person to receive service of process in the cases provided in Chapter 703 shall be the Treasurer of the Golf Terrace Condominium Association. The successor must be designated by a majority vote of the Board of Directors of the Association of unit owners.

12. Rebuilding, Repairing, Restoring or Selling in Event of Damage or Destruction.

(a) In the event the improvements forming a part of the property or any portion thereof, including any unit or units, shall suffer damaged or destruction from any cause, the Board of Directors shall repair, restore or reconstruct the damaged premises, applying any insurance proceeds to the cost thereof and, if necessary, borrowing or otherwise financing the balance of the cost.

(b) If all of the owners should decide not to repair, restore or reconstruct the damaged premises, then the provisions of Section 703. 18 of the Condominium Ownership Act and any applicable state, county, or village zoning or subdivision ordinances shall apply, if applicable.

(c) The provisions of subdivision (a) shall apply and control unless, within 45 days of the damage or destruction, the Association shall meet and elect to proceed as provided in subdivision (b). If the Board of Directors has already commenced construction of the repairs, restoration or reconstruction, or has entered into contracts to do so, the provisions of subdivision (b) do not apply.

13. Association of Unit Owners.

(a) The affairs of the condominium shall be governed by a non-profit corporation to be known as Golf Terrace Condominium Association, Inc., referred herein as "The Association," having powers and duties specified in Chapter 703 of the Wisconsin Statutes. The Association shall govern in accordance with the powers and duties specified in Chapter 703 and in accordance with this Declaration and the By-Laws adopted to govern the Association. Each owner, at the time of the purchase 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 each 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. The Association shall be governed by a Board of Directors consisting of three (3) members. Every reference to "Board" in this Declaration refers to such Board of Directors.

(b) The Declarant shall have the power to appoint and remove the officers of the Board until the earlier of the following: Three (3) years, or thirty (30) days after the conveyance of 70% of the common element interest to purchasers. The period of Declarant control begins on the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant. However, nothing here shall contradict the earlier appointment of the members to the Board as required by Section 703. 15 (2) (d) of the Wisconsin Statutes.

(c) At the time of the purchase of the unit, an owner or owners, if more than one, shall designate the one person that shall vote for that owner (or those owners) in all business of the Association thereafter. The Association shall maintain a roster of names and addresses of voting members. The owners may at any time notify The Association, in writing, of a change of the voting member, and the Association shall adjust the roster accordingly. No change on the roster may be made within three (3) days of any annual meeting of the Association

(d) The designated voter, as provided in subdivision (c), may authorize any other person to vote for him or her. This authorization shall be a written proxy. More than one (1) unit owner may designate the same person to act as their proxy.

(e) Without limiting the powers of the Association, it shall have the power to make contracts and incur liabilities; regulate and impose charges for the use of common elements; cause additional improvements to be made as part of the common elements; acquire, hold, encumber and convey any right, title or interest in or to real property; grant easements through or over the common elements; receive any income derived from payments, fees or charges for the use, rental or operation of the common elements; and grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of the unit or of any other portion of the condominium.

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 or ownership on 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.

(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 of utility systems, any main pipes, ducts, or conduits serving more than one (1) 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 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 elements 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) Easement 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 units, whether or not such easements lie in the 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.

15. Use of Common Elements and Facilities.

(a) **Regulation by Board of Directors.** No person shall use the common elements and facilities or any part thereof in any manner contrary to or not in accordance with rules and regulations established by the By-Laws or 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 elements and facilities to owners and their respective families, guests, invitees and servants.

(b) **Management, Maintenance, Repairs, Alterations and Improvements.** Except as otherwise provided herein, management, repair, alteration and improvements of the common elements shall be the responsibility of the Association. The Association, acting through the Board of Directors, may delegate all or any portion 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.

16. Maintenance of Units.

(a) **By the Association.** The Association, acting through the Board of Directors, 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 contributes to the support of the building, excluding, however, the interior walls, ceiling and floor surfaces. In addition, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which may be located within the unit boundaries, 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. The Association shall also maintain the water and sanitary sewer lines leading from the unit to the municipal system.

(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.

(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 windows and all associated structures and fixtures therein, which are appurtenances to this 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 unreasonable 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 Association, acting through the Board of Directors, is obtained.

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

(6) Not to make any alterations in the portions of the unit or the building which are to be maintained by the Association 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 Board of Directors of the Association, nor shall any owner impair any easement without first obtaining written consent of the Association through the Board of Directors and of the owner or owners for whose benefit such easements exist.

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

17. Repairs to Common Elements and Facilities Necessitated by Owner's Acts. Each owner agrees to maintain, repair, and replace, at his expense, all portions of the common elements or facilities which may be damaged or destroyed by his own act or neglect.

18. Covenants and Restrictions. The units and the common elements 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 single-family residential purposes.

(b) **Obstruction of Common Elements and Facilities.** There shall be no obstruction of the common elements and facilities nor shall anything be stored in the common elements without the prior consent of the Association 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 elements 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 consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common elements or facilities which will result in the cancellation of insurance on the buildings, or the contents thereof, or which would be in violation of any law. No waste will be committed in the common elements 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 the 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 Association. The owner or occupants of each unit shall clean the windows, inside and out, on any unit which he, she or they occupy.

(e) **Pets.** No birds, dogs, cats nor any other household pet may be kept in the units nor housed or staked on the common elements or facilities, except as provided for in the Association By-Laws.

(f) **Nuisances.** No noxious or offensive activity shall be carried on in any unit or in the common elements or facilities, nor shall anything be done therein, either willfully 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 elements 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) **Alterations of Common elements or Facilities.** Nothing shall be altered or constructed in or removed from the common elements or facilities. No exterior antenna, such as radios, television or CB shall be erected or installed on the property other than by the Association.

19. Remedies for Breach of Covenants, Restrictions and Regulations.

(a) **Abatement and Enjoinment.** The violation of any restriction or condition or regulation adopted by the Association or the Board of Directors for the Association, or the breach of any covenant or provision contained herein, shall give the Association the right, in addition to the rights set forth in the next succeeding section:

(1) 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 extent and meaning of the provisions hereof and the Association, or the Board of Directors or its agents shall not thereby be deemed guilty in any manner of trespass; or

(2) 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 the Declaration or the regulations adopted by the Association or the Board of Directors, and such violation shall continue for thirty (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 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 a 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 reacquiring 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, 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 of the property sold subject to this Declaration.

20. 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, insurance, operation, maintenance and repair of the common elements and facilities and of the other expenses as determined by the Association. Such proportionate share shall be except as otherwise provided for in this Declaration, in the same ratio as his percentage of ownership in the common elements

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 Association, acting through the Board of Directors, as hereinafter provided.

(b) **Preparation of Estimated Budget.** Each year on or before December 1st, the Board of Directors of the Association shall estimate the total amount necessary to pay the costs 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. Such "estimated cash requirement" shall be assessed to the owners according to each owner's percentage of ownership in the common elements 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 Association, 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 interest in the common elements and facilities to the next monthly installments due from owners under the current year's estimated, until exhausted, and any net shortage shall be added according to each owner's percentage of ownership in the common elements 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 nonpayment 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 elements and facilities. The Board of Directors shall service notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefore, 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) **Failure to Prepare Annual Budget.** The failure to 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 of 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 payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

(e) **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 ten (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.

(f) **Status of Funds Collected.** All funds collected hereunder shall be held and expended solely for the purpose 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 pre-paid 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.

(g) **Remedies for Failure to Pay Assessments.** If any owner is in default in monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Directors may bring suit to enforce collection thereof or to foreclose the lien therefore 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 Director's 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 "Condominium 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 is encumbrance and unless the request shall be complied with within twenty (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 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.

21. **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.

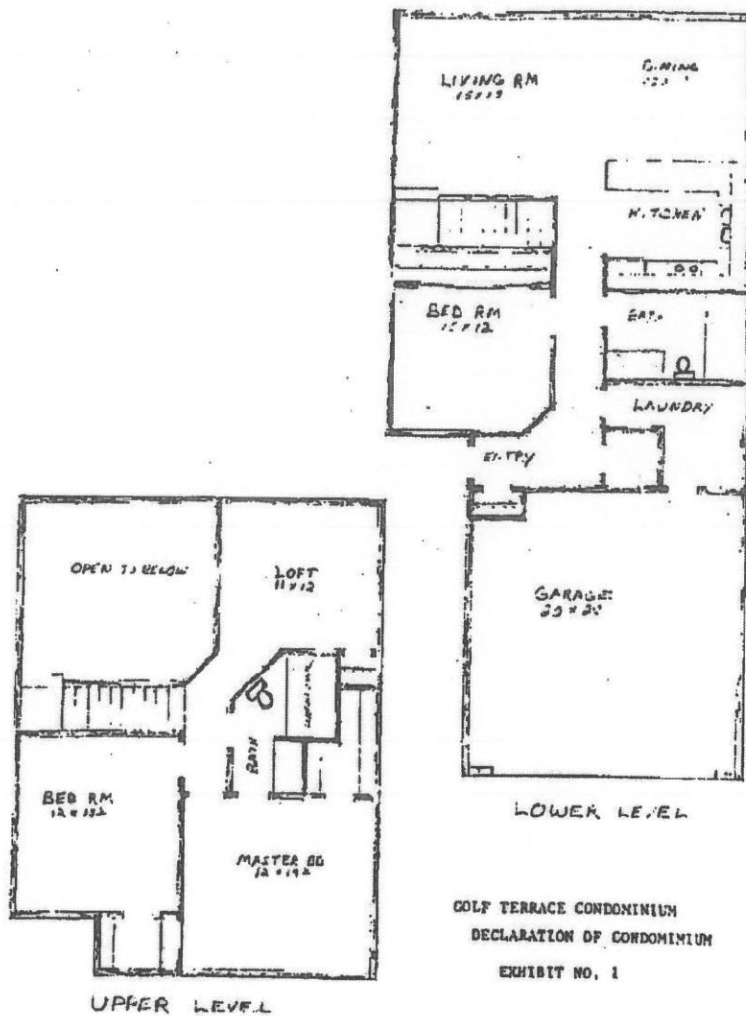
22. **Notices.** Notices required or permitted to be given to the Association or any unit owner may be delivered to any member of the Board of Directors or such unit owner either personally or by mail addressed to such member of the Board of Directors or unit owner at his unit. Notices required to be 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.

23. **Severability.** The invalidity of any restrictions herein 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.

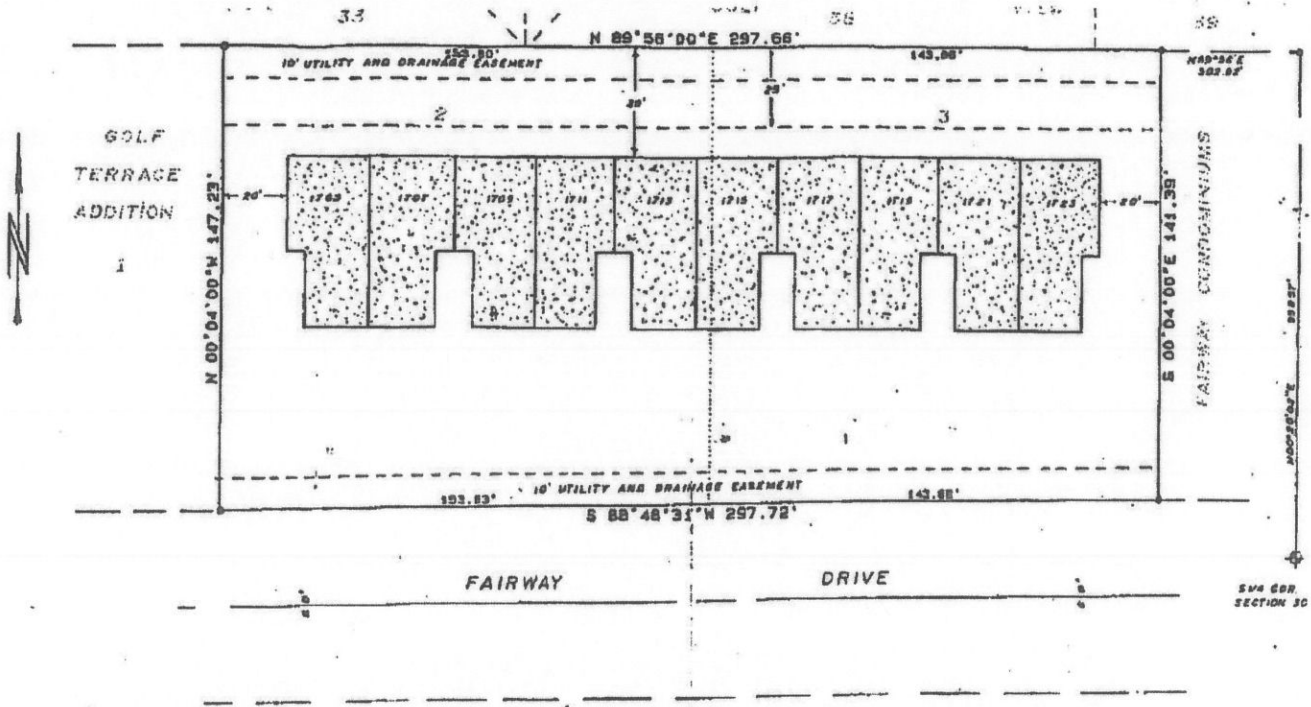
24. Amendments. This Declaration may be amended as provided by law with the approval of 7 of the 10 unit owners, and then only in conformity with applicable laws and zoning, where applicable.

25. 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.

26. Unit Floor Plan.



27. Site Map of Golf Terrace Condominiums, Inc.



Description --- GOLF TERRACE CONDOMINIUMS

A parcel of land located in the Southeast quarter of the Southwest quarter of Section 30, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin, being Lot 2 and part of Lot 3 of Golf Terrace Addition to the City of Hudson described as follows:

Commencing at the South quarter of section 30, thence North 00 degrees 20 minutes 02 seconds East 958.57 feet along the North - South quarter section line (bearings referenced to said North - South quarter section line assumed to bear North 00 degrees 20 minutes 02 seconds East) to the South line of Cudd's Golf View Addition, thence South 89 degrees 56 minutes 00 seconds West 502.92 feet along said South line (North line of the Plat of Fairway condominiums) to the Point of Beginning; thence South 00 degrees 04 minutes 00 seconds East 141.39 Feet to the North right-of-way line of Fairway Drive, thence South 88 degrees 48 minutes 31 seconds West 297.72 Feet along said right-of-way line thence North 00 degrees 04 minutes 00 seconds West 147.23 feet back to the South line of Cudd's Golf View, thence North 89 degrees 54 minutes 00 seconds East 297.66 feet along said South line to the Point of Beginning, enclosing 42,955 square feet (0.986 acres) more or less, and being subject to all easements, restrictions and covenants of record.

I, Harvey G. Johnson, registered Wisconsin Land Surveyor, hereby certify that I have surveyed and mapped GOLF TERRACE CONDOMINIUMS, a condominium; that such plat is true and correct representation of the exterior boundaries of the land surveyed and the condominium plat drawn; and that I have fully complied with the provisions of Chapters 236 and 703 of the Wisconsin Statutes to the best of my professional knowledge, understanding and belief.

Harvey G. Johnson 8-1899 2/27/97
Johnson Surveying, Inc.
216 Meadow Drive North
Hudson, Wisconsin 54016

LEGEND

Limited Common Area, Common elements shows unshaded.
Utility easements, widths as shown
Iron survey monument, 1" iron pipe.