

FIRST AMENDMENT TO THE DECLARATIONS OF
CONDOMINIUM, COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR THE
CONDOMINIUM PLAT OF TROY COMMERCIAL
PARK Document Title CONDOMINIUM

Document Number



DocId:8922773
Tx:5112608

1157010

BETH PABST

REGISTER OF DEEDS

ST. CROIX CO., WI

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EXEMPT #:

REC FEE 30.00

PAGES: 5

Recording Area

Name and Return Address

Leo A. Beskar
Attorney at Law
219 N. Main Street
River Falls, WI 54022

040-1062-30-000; 040-1062-60-000

Parcel Identification Number (PIN)

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This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

**FIRST AMENDMENT TO THE DECLARATIONS
OF CONDOMINIUM, COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE CONDOMINIUM PLAT
OF TROY COMMERCIAL PARK CONDOMINIUM**

THIS FIRST AMENDMENT is made on this 22 day of June, 2022, by E.W. Homes, Inc., a Wisconsin corporation, by Mark Sylla, its president (hereinafter referred to as "Declarant").

RECITALS

1. On or about April 13, 2022, Declarant entered into a Declaration of Condominium, Covenants, Conditions, Restrictions and Easements for the Condominium Plat of Troy Commercial Park Condominium (hereinafter referred to as "Covenants"). These Covenants were recorded in the Office of the Register of Deeds for St. Croix County, Wisconsin on May 3, 2022, as Document No. 1152480 for real estate legally described on Exhibit A, which is attached hereto and incorporated herein as Exhibit A.

2. The Declarant desires to amend the above described Declaration.

NOW, THEREFORE, the Declarant hereby amends the Covenants as follows:

A. Article II, Section 2, is hereby deleted and the following language shall be inserted:

Section 2. Amendments. Any and all amendment(s) to this Declaration shall not be effective until such time as the Town of Troy has approved said amendment(s) and the amendment(s) are recorded with the St. Croix County Register of Deeds.

B. All other terms and conditions of the original Covenants which are not affected by the First Amendment shall remain in full force and effect.

Dated this 22 day of June, 2022.

E.W. Homes, Inc.

By: [Signature]
Mark Sylla, its president

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

Personally came before me this 22 day of JUNE, 2022, the above named E.W. Homes, Inc., a Wisconsin corporation, by Mark Sylla, its president, to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]
Notary Public
State of Wisconsin
My commission expires 10 OCT 2022

CONSENT OF MORTGAGEE

Alliance Bank, the owner and holder of a Mortgage upon the real property described in the foregoing instrument herewith joins and consents therein.

Dated this 22 day of June, 2022.

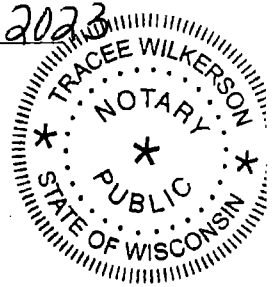
Alliance Bank

By: Gordon Boos

STATE OF WISCONSIN)
COUNTY OF Buffalo) ss.

Personally came before me this 22 day of June, 2022, the above named Alliance Bank, by Gordon Boos, its Loan Officer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Tracee Wilkerson
Notary Public
State of Wisconsin
My commission expires May 20, 2023



THIS INSTRUMENT WAS DRAFTED BY:

Leo A. Beskar
Rodli, Beskar, Neuhaus, Murray & Pletcher, S.C.
219 N. Main Street
River Falls, WI 54022

EXHIBIT A

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126 and 127 of the Plat of Troy Commercial Park Condominium, St. Croix County, Wisconsin Document Number 1152481 being part of Lot One (1) of Certified Survey Map in Volume 32 of Certified Survey Maps, page 7113, as Document Number 1152469 filed in St. Croix County Register of Deeds Office on May 3, 2022, being part of the Southwest Quarter of the Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin.

AND

Part of the Southwest Quarter of the Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin, being Lot 1 of a Certified Survey Map recorded as document number 1152469, Volume 32, page 7113 in the Register of Deeds Office for said county, EXCEPT that part described as follows:

Commencing at the northwest corner of said Lot 1;

Thence the following along the exterior boundary of Lot 1,

N 89° 12' 44" E for a distance of 150.54 feet;

Thence, S 48° 57' 51" E for a distance of 430.09 feet;

Thence, N 89° 29' 16" E for a distance of 185.36 feet to the Point of Beginning;

Thence, N 89° 29' 16" E for a distance of 128.18 feet;

Thence, S 44° 47' 32" E for a distance of 597.04 feet;

Thence, S 00° 29' 55" E for a distance of 461.77 feet;

Thence, S 57° 15' 59" W for a distance of 312.85 feet;

Thence leaving said exterior boundary, N 32° 51' 14" W for a distance of 827.89 feet;

Thence, N 57° 08' 41" E for a distance of 129.82 feet;

Thence, along the arc of a curve, concave northerly, a distance of 173.26 feet, said curve having a radius of 80.00 feet and a chord which bears N 04° 53' 52.5" W for a distance of 141.33 feet;

Thence, N 23° 03' 34" E for a distance of 159.50 feet to the Point of Beginning;

APPROVAL

The Town of Troy has reviewed the above First Amendment to the Declaration of Condominium, Covenants, Conditions, Restrictions and Easements for the Condominium Plat of Troy Commercial Park Condominium and has approved the same.

Dated this 28 day of June, 2022.

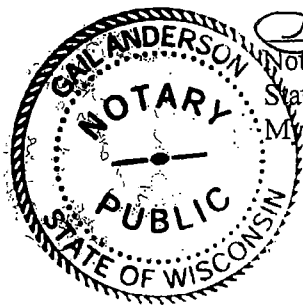
TROY OF TROY

By [Signature]

STATE OF WISCONSIN)
) ss.
COUNTY OF St. Croix)

Personally came before me this 28th day of June, 2022, the above named Town of Troy, by Ray Knapp, its Chair person, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public
State of Wisconsin
My commission expires 4/16/25



**DECLARATION OF CONDOMINIUM, COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE CONDOMINIUM PLAT OF TROY
COMMERCIAL PARK CONDOMINIUM**

1152480
BETH PABST
REGISTER OF DEEDS
ST. CROIX CO., WI
RECEIVED FOR RECORD
05/03/2022 09:31 AM
EXEMPT #:
REC FEE 30.00
PAGES: 33

Name and Return Address
Leo A. Beskar
Attorney at Law
219 N. Main Street
River Falls, WI 54022

040-1062-30-000
Part of 040-1062-60-000 and
040-1062-20-020
Parcel Identification Number (PIN)

33

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THIS DECLARATION is made on this 13th day of April, 2022, by E.W. Homes, Inc., a Wisconsin corporation, by Mark Sylla, its president (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is a fee simple owner of certain real estate being located in the Town of Troy, St. Croix County, State of Wisconsin described as follows:

Legal description is attached hereto and incorporated herein as Exhibit A.

B. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit B, attached hereto and incorporated herein. Such right to expand can be exercised from time to time within ten (10) years from the date of recording of this Declaration with the Office of the St. Croix County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

The maximum number of Units in Element 100 in the Condominium to be added shall be two hundred twenty-four (224). The maximum number of Units in all areas of the Condominium shall be five (5).

C. A copy of the Plat of Troy Commercial Park Condominium is attached hereto and incorporated herein as Exhibit C.

D. Declarant hereby declares that it is the sole owner of the land, together with all improvements located thereon and all easements, rights and appurtenances pertaining thereto, and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes.

E. Declarant has cause to be incorporate as a non-profit corporation under the laws of the State of Wisconsin, Troy Commercial Park Condominium Homeowners Association, Inc., for the purpose of exercising the powers and duties hereinafter set forth.

NOW, THEREFORE, Declarant hereby declared that the property shall be held, built upon, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, charges and liens which are for the purpose of protecting the value and desirability of, and the benefits and burdens of which shall run with, the property and shall be binding in all parties having any right, title or interest in the property or any part thereof, and their heirs, successors and assigns.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Troy Commercial Park Condominium Homeowners Association, Inc., a Wisconsin non-profit corporation, its successors and assigns, which has been created pursuant to Chapter 181 of the laws of the State of Wisconsin, the members of which are all Owners as defined herein.

Section 2. "Unit Owner" shall mean and refer to the holder of the fee simple title to or to a contract for deed vendee of a Unit which is part of the property, or any combination thereof, whether one or more persons or entities, but excluding contract for deed vendors and others having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described hereunder, and such additions thereto, as may hereafter be brought within the jurisdiction of the respective Associations in accordance with the provisions hereof.

Section 4. "Common Element" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Unit Owners and such other persons to whom the Unit Owners may delegate this right pursuant owned by Troy Commercial Park Condominium Homeowner's Association, Inc., for the common use and to the Declaration. The Common Element owned or to be owned by the Association at the time of the conveyance is shown on the Plat attached hereto as Exhibit C.

Section 5. "Limited Common Element" shall mean that portion of the Common Element identified on the Plat which is assigned to of one or more but less than all of the Unit Owner(s) for the Unit Owners' exclusive use. Limited Common Elements include, but are not limited to, the following:

A. Yard/Playground. Each area shown on the Plat, which is yard, shall be a Limited Common Element reserved for the exclusive use of the Condominium Unit to which it is adjacent and/or adjoining to, and shall be maintained as described in Article VIII, Section 1.

B. Parking Area. Each parking area shown on the Plat shall be a Limited Common Element reserved for the exclusive use of the Condominium Unit to which it is adjacent and/or adjoining to, and shall be maintained as described in Article VIII, Section 1.

Section 6. "Unit" shall mean and refer to one or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress and egress thereto. The side boundaries of the cubicles shall be the inside face of the studs or concrete forming the walls. The upper boundary of each Unit shall be the inside face of the studs or joists forming the ceiling. (The

attic or crawlspace, if any, is not part of the Unit but are part of the Common Element or Limited Common Element.) The lower boundary of each Unit shall be the horizontal plane of the uncovered or unfinished upper surface of the floor, including concrete surfaces.

Section 7. "Declarant" shall mean and refer to E.W. Homes, Inc., a Wisconsin corporation, its successors and assigns if (i) any such heir, successor or assign should acquire more than one undeveloped Unit from the Declarant for the purpose of development and the instrument of conveyance recites that such heir, successor or assign has acquired all of the rights and obligations of the Declarant, or (ii) such rights and obligations pass to such successor or assign by operation of law.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Conditions and Easements, as from time to time amended in accordance with the provisions hereof.

Section 9. "Registered Agent" shall be Mark Sylla and the address for the registered agent shall be 526 Meadow Drive, River Falls, WI 54022.

Section 10. "Condominium Address" shall be XXX Glover Road, River Falls, WI 54022.

ARTICLE II TOWN OF TROY

Section 1. Violation of Declaration. In the event that the Town of Troy feels that there may be an alleged violation of these Declarations, the Town of Troy shall bring that alleged violation in front of the Association, who should then rectify any such alleged violation. In the event that the Town of Troy shall issue any fines and/or penalties because of an alleged violation, the Association shall be solely responsible for the payment of said fines, penalties, attorney's fees and costs, etc., and may assess the said fines, penalties, attorney's fees and costs, etc., to any Unit Owner or Unit Owners.

Section 2. Amendments. In the event that these Declarations are amended, either in whole or in part, the Town of Troy shall approve any such amendments prior to recording in the St. Croix County Register of Deeds. Any and all amendment(s) shall not be effective until such time as the Town of Troy has approved said amendment(s) and the amendment(s) are recorded with the St. Croix County Register of Deeds.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS
COMMON ELEMENTS**

Section 1. Percentage Interest. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium, the percentage interest shall be recalculated. Initially, each Unit's percentage shall be 3.7%.

Section 2. Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

Section 3. Voting. The vote of each Unit at meetings of the Association shall be equal to the percentage of interest in the Common Elements pertaining to such Unit.

Section 4. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

Section 5. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of voting.

**ARTICLE IV
PROPERTY RIGHTS IN THE COMMON ELEMENTS**

Section 1. Easements in Favor of All Unit Owners. Subject to the provisions hereinafter contained, there shall exist the following easements in favor of each Unit Owner of a Unit and appurtenant to such Unit Owner's Unit over, across and upon the following:

A. A non-exclusive easement over all Common Elements for ingress and egress to and from such Unit over and across designed pedestrian or vehicular passageways or access areas in the Common Element and to and from dedicated or public street, highways, or rights of way.

B. A non-exclusive easement for the use of the enjoyment of those portions of the Common Element developed for open space, recreational or vehicular parking purposes. Provided, however, that Unit Owners, their guests and invitees are prohibited from parking in Common Elements unless the Unit Owner, their guests and invitees are onsite and are able to move the vehicle upon request. Trailers, whether attached or detached from vehicles shall not be parked in Common Elements unless the Unit Owner, their guests or invitees are in the immediate process of loading or unloading the trailer.

Section 2. Extent of Member's Easements. The right and easement in favor of the Unit Owners created hereby in the Common Element, shall be subject to the following as further provided herein:

A. The right of the Association, as provided in its Articles and Bylaws, to borrow monies for the purpose of improving, repairing and maintaining the Common Element, or any improvements thereon, and in aid thereof to mortgage said properties, provided that the rights of such mortgagee in said properties shall be subordinate to the rights of the members hereunder, and provided, further, that any requisite consent shall have been first obtained.

B. The right of the Association to take such steps as are reasonably necessary to protect the Common Element against foreclosure.

C. The right of the Association, as provided in its Bylaws, to suspend the voting and enjoyment rights of any member for any period during which any assessment remains unpaid; provided, however, that nothing contained in this Subparagraph C shall be deemed to deny a Unit Owner access to and from his or her Unit.

D. The right of the Association, as provided in its Bylaws, and from time to time to adopt reasonable regulations regarding the use and enjoyment of the Common Element.

E. The right of the Association so long as construction on, and initial sales of, Units shall continue, to create easements for ingress, egress, installation, replacing, repairing and maintaining cable television antenna systems, security and similar systems, and all utilities, including but not limited to, water, sewer, telephone, gas and electricity. The Board of Directors shall, upon written request of the Declarant, grant such easements as may be reasonably necessary for the development of any part of the property.

F. The right of the Association to dedicate or transfer all or any part of the Common Element to any public agency, authority or utility (including, without limitation, utilities furnishings gas, electricity, water, telephone or cable television) or grant permits, licenses and easements over such Common Element for utilities, road and other purposes reasonably necessary or useful for the proper maintenance or operation of the property, provided that, except as otherwise provided herein, no dedication or transfer of any portion of the Common Element, nor any easements, license or permit over or with respect to any portion thereof of more than 180

days duration, shall be effective unless an instrument signed by fifty one (51%) percent of the Members has been recorded agreeing to such dedication, transfer, grant permit, license or easements, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken. The consent requirements required herein, if applicable, must be also satisfied with respect to any transaction of the nature therein described; and,

G. Notwithstanding any provisions contained herein to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Element or upon any Unit owned by Declarant such facilities and activities which, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of such Units, including, without limitations, vehicular ingress and egress, vehicular parking, material storage and the maintenance of business offices, signs, model units and sale offices, and Declarant shall have an easement for access to such facilities; provided, however, that Declarant shall promptly store any damage to the Common Element by reason any construction incident to the foregoing. This Section may not be amended without the express written consent of Declarant. Nothing herein contained shall be construed as a dedication of any part of the Common Element to the public or to public use.

Section 3. Delegation of Use. Any Unit Owner may delegate such Unit Owner's property rights in the Common Element to his or her family and his or her tenants, subject to all the provisions herein contained.

Section 4. Taxes and Municipal Special Assessments on Common Elements. Real estate taxes and special assessments attributable to the Common Elements shall not be levied directly against the Common Elements, but shall instead to be levied in equal amounts against each Unit, or in such other proportionate amounts as the governmental taxing authorities shall determine. All levies of real estate taxes and special assessments so levied shall be a lien against said individual Units. The Unit Owner of each Unit, by acceptance and recording of the deed to such Unit, agrees and acknowledges that such equal or otherwise proportionate share of real estate taxes and special assessments attributable to the Common Elements shall be levied against the Unit Owner's Unit. The Town of Troy, St. Croix County, Wisconsin, is a third-party beneficiary of this provision. The provisions of this Section 4 shall be perpetual and may not be amended or altered in any way, and Common Elements may not be added or removed from the Property or altered in any way, without the express written consent of the Township, which may be withheld by the Township in its sole discretion.

Section 5. Electricity. The Association shall install one master meter and individual unit meters. Individual meters will be read each month and the individual Unit Owners shall then pay directly for the use of their electricity that is used each month for their individual Unit. The Association shall be responsible for that portion of the electricity that is being used for the Common Elements which shall be assessed to the Unit Owners in their condominium dues. In the event that a Unit Owner fails to pay for their portion of the electricity on a timely basis their

electric services may be disconnected, and the Association will be entitled to lien those sums pursuant to Article V herein.

**ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit now or hereafter owned by it within the property, hereby covenant, and each subsequent Unit Owner of any Unit, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in such deed, or other conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges with respect to maintenance or improvements of the Common Element; (b) special assessments for capital improvements to the Common Element, including, but not limited to all private roadways, and other areas that the Association is obligated to maintain; and (c) the annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon each Unit and shall not be affected by the sale or transfer of any Unit except to a first mortgagee of such Unit as provided in Section 8 below. Recording of this Declaration shall constitute record notice of such lien and no further recordation of any claim for such lien shall be required. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Unit Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a Unit Owner's successor in title unless expressly assumed by such successor.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the property, to promote the aesthetics, improvement and maintenance of the Common Element, and other areas that the Association is obligated to maintain, as elsewhere provided herein.

Section 3. Annual Assessments. Annual assessments shall be levied on each Unit on the basis of one (1) unit per Unit.

A. Initial Annual Assessment. The Annual Assessment for all Units conveyed to a person or entity by the Declarant shall be determined by the Association at least 30 days prior to the first Unit being sold by the Declarant.

B. Commencing January 1, 2023, the Board of Directors shall have the authority to fix the Annual Assessment provided, however, that any increase in the Annual Assessment over the initial assessment provided for above shall not be greater than 20% of the Annual Assessment for the previous year. Any increase greater than the stated 20% increase shall require approval by a vote of two-thirds of the Members of the Association.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under

Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of fifty-one (51%) of all the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Collection of Assessment. Annual assessment may be collected on a monthly basis, unless agreed to by the Board of Directors.

Section 6. Date of Commencement of Annual Assessments: Due Date. The annual assessment provided for herein shall commence as to all Units on the first day of the month following the conveyance of a Unit to a Unit Owner. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every Unit Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 7. Effect on Non-Payment of Assessment; Remedies of Association.

A. If any Assessment provided for herein is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien on such Unit or Units, which shall be enforceable in the manner hereinafter set forth. Such lien shall run in favor of the Association and shall be superior to all other liens and encumbrances on such Unit except for the following:

- (i) Liens for general real estate taxes and special assessments levied by any governmental authority; and
- (ii) The lien of any first mortgage as provided in Section 8 hereof.

B. All other lienors acquiring on any Unit after this Declaration shall have been filed or recorded and whose liens shall also have been filed or recorded, shall be deemed to consent that their liens shall be and remain inferior to future liens provided for herein whether or not such consent has been expressed in the instruments creating their liens.

C. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Unit Owner of the Unit and a description of the Unit and file or record the same, but such notice of lien shall not be filed or recorded until such Assessment has been wholly or partially unpaid for at least thirty (30) days from the date due. Such lien may be enforced and foreclosed whether by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin or by foreclosing the lien in the manner prescribed by Wisconsin Statutes for the foreclosure of a mechanic's lien. All persons or parties holding a record interest in the Unit shall be served with notice of the foreclosure. Each Unit Owner, by acceptance of a deed for any Unit, does further hereby give full and complete power of sale to the Association shall prevail in any such foreclosure, the person personally obligated to pay the same shall be required to pay all costs of foreclosure, including, but not limited to, reasonable attorney's fees. All such costs and expenses shall be further secured by the lien being foreclosed. The person personally obligated to pay such lien shall also be required to pay the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Unit Owner thereof.

A release or satisfaction of the notice of lien shall be executed by an officer of the Association and recorded or filed upon payment of all sums secured by such lien.

D. Any encumbrancer holding a lien on any Unit may pay, but shall not be required to pay, any amounts secured by the lien created and authorized by this Section and, upon payment of such sums, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including but not limited to, priority as to any other lien or interest in such Unit.

E. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum. No Unit Owner may waive or otherwise escape personal liability for the assessments provided for herein by non-use of the Common Element or abandonment of his or her Unit. Suit to recover a money judgment for such assessments, with costs of collection and interest as provided for herein, shall be maintained by the Association without foreclosing or waiving the lien securing the same.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on any Unit subject to assessment; provided that such subordination shall apply only to the assessments which have become due prior to the sale or transfer of a Unit pursuant to the remedies provided in a first mortgage on such Unit or pursuant to mortgage foreclosure or any deed or proceedings in lieu thereof and the expiration of any applicable period of redemption. Accordingly, the sale or transfer of any Unit pursuant to the remedies provided in a first mortgage on such Unit, or pursuant to mortgage foreclosure or any deed or proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or

transfer and the expiration of any applicable redemption period, and any first mortgagee who so obtains title to a Unit or any purchaser at any such foreclosure sale will not be liable for any unpaid assessments which accrue prior to the acquisition of title to such Unit by the mortgagee or purchaser and the expiration of any applicable redemption period. No such sale or transfer, however, shall relieve such Unit from liability for any assessment thereafter becoming due or from the lien thereof. Nor shall any such sale or transfer relieve a Unit Owner from the personal obligation for assessments coming due prior to any such sale or transfer and the expiration of any applicable redemption period and the same may be collected by the Association by civil action or by such other lawful method or methods as the Association shall deem fit, and all such rights and remedies of the Association shall be cumulative and not exclusive of one another. The foregoing provisions of this Section 8 shall not prevent the Association from reallocating any assessments, the lien of which has been extinguished as above provided in this Section 8, to all Units including that sold or transferred as described in this Section 8.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- A. All properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use.
- B. All properties exempt from taxation by the laws of the State of Wisconsin upon the terms and to the extent of such legal exemption.
- C. All Common Elements.
- D. All Limited Common Elements.

**ARTICLE VI.
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 1. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, snow removal, sewer service and other common services to each Unit. An agreement entered into by the Association for the management of all or a portion of the affairs of the Association or any other agreement providing for services by Declarant shall be of a duration which does not exceed one year, shall be terminable by the Association or the other party thereto without cause and without payment of a termination fee upon not more than 90 days written notice and shall be terminable by the Association for cause upon not more than 30 days written notice.

Section 2. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units which rules, and regulations shall be consistent with the rights and duties established in this Declaration.

Section 3. Association's Easement. The Association shall have an easement over each Unit, for the maintenance, repair and replacement for the purpose of performing any emergency repairs or other duty of the Association. The Association's use of this easement is subject to reasonable notice to affected Unit Owners and performance of work at reasonable hours. Notice is hereby waived from the Association in the event of emergency repairs being required. If work performed by the Association shall damage real or personal property of Unit Owner, such loss or damage shall be repaired or replaced by the Association as a common expense.

Section 4. Legal Proceedings. If any Unit Owner or his or her family, tenants or guests shall not comply with the provisions of this Declaration, or with rules and regulations adopted by the Association, such person(s) shall be subject to legal action for damages, for injunctive relief, foreclosure of liens, or any combination thereof, without limited or election of remedies, which relief may be sought by the Association or by one or more aggrieved Unit Owners, or both. In any proceeding arising from an alleged failure to comply with this Declaration, or rules and regulations, of the Association, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees as may be determined by the Court.

Section 5. Parking. Parking is only allowed in designated spaces only. Parking is prohibited on the lawns or non-paved grounds of the Property and any and all fire lanes.

**ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS
LIMITED COMMON ELEMENTS FOR ELEMENT 100**

Section 1. Percentage Interest. The undivided percentage interest in the Limited Common Elements for Element 100 appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium, the percentage interest shall be recalculated. Initially, each Unit's percentage shall be 3.8%.

Section 2. Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Limited Common Elements for Element 100 and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

Section 3. Voting. The vote of each Unit at meetings of the Association shall be equal to the percentage of interest in the Limited Common Elements for Element 100 pertaining to such Unit.

Section 4. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

Section 5. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of voting.

**ARTICLE VIII.
LIMITED COMMON ELEMENTS 100**

Section 1. Repair and Maintenance. Each Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Elements which have been identified on the Plat as belonging to such Unit Owner, including Limited Common Elements located adjacent and/adjoining their respective Unit, including, but not limited to, yard and parking areas. Unless and until such time as the Association determines to the contrary, each Unit Owner(s) shall be responsible for the repair, maintenance and appearance of the Limited Common Elements, the exclusive use and possession whereof is extended hereby, at his or her own expense including, without limitation, responsibility for breakage, damage, malfunction and ordinary wear and tear, except that the Association may maintain the yard and parking areas, including, but not limited to, lawn care and snow removal and include those expenses in the Unit Owner(s) association dues.

A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such Limited Common Element in any manner contrary to such rules and regulations as may be established by the Association or the Declarant.

Section 2. Use. Subject to rules and regulations established by the Association, and except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined by the Unit Owner(s) who have the exclusive use of such Limited Common Elements.

Section 3. Improvements. Pursuant to Sec. 703.13(5m), a Unit Owner may make any repairs, maintain and/or improve its Limited Common Element as long as the following conditions are met:

A. A statement describing the repair, maintenance and/or improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the condominium and identifying the project contractor is submitted to the Board of Directors of the Association.

B. The repair, maintenance and/or improvement will not interfere with the use and enjoyment of the units of other Unit Owners or the common elements or limited common elements of the condominium.

C. The repair, maintenance and/or improvement will not impair the structural integrity of the condominium.

D. Any change to the exterior appearance of the condominium is approved by the Board of Directors of the Association.

**ARTICLE IX
USES AND RESTRICTIONS ON USE
OF PROPERTY FOR UNITS 101-127**

The Declarant, Unit Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenants and agree that, in addition to any other restrictions which may be imposed by this Declaration or the Rules, the occupancy, use operation alienation and conveyance of the Units shall be subject to the following restrictions:

Section 1. Personal Storage Purposes Only. The Units and Limited Common Elements of the Condominium shall be used for personal or business storage purposes only and shall not be used for dwelling. "Storefront" commercial business where customers frequent are prohibited.

The use of the Units and Limited Common Elements shall comply with all ordinances of the township in which the Condominium is located, and any other restrictions as contained in the Association's Bylaws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Limited Common Elements or other Units by the Unit Owners. There shall be no storage or use of hazardous material, and there shall be no storage of any other material or activity, which would increase the insurance rates for the Association.

No noxious, offensive, dangerous or unsafe activity shall be conducted in or on any Unit or the Limited Common Elements, nor shall anything be done, either willfully or negligently, which may be or become an unreasonable annoyance, or nuisance to the other Unit Owners or guests. No Unit Owner or guest shall make or permit any disturbing noises or smells nor do or permit anything to be done by others that will unreasonably interfere with the rights, comforts or convenience of other Owners or guests. No Unit Owner shall deposit, spill or otherwise dispose of any toxic or hazardous materials or wastes in the floor drain(s) or ground located in or around the Premises, Common Element, Limited Common Element or Unit. Determination of whether an activity violates this covenant shall be at the discretion of the Association and the Town of Troy.

The Association is granted a private right to monitor the use of each Unit for purposes of this Section. In the event a Unit Owner is violating this Section, the Association may give notice to the Unit Owner of such violation, and, except as to hazardous substances which shall be removed immediately, the Unit Owner shall have 30 days to correct such violation. If the same is not corrected in a timely manner, the Association may assess the Unit Owner a penalty of \$100.00 per day for a continued violation of this Section, which assessments shall be applied in ultimate good faith by the Association and may become a lien again said Unit.

Section 2. Leasing. A unit may be leased or rented. However, a Unit Owner, other than the Declarant, may not rent or lease a Unit except as provided below (Declarant shall not be subject to these restrictions):

A. The rental agreement or lease ("Lease"), and any amendments, extensions or renewals, shall be in writing and a copy given to the Association's President. Prior to the Unit Owner entering into said Lease or amending, extending or renewing same, the proposed tenant or assignee shall enter into a written agreement agreeing to be bound by the terms and conditions of this Declaration, the Bylaws and all other regulations of the Association and such lessee or assignee agrees to subject themselves to the governing jurisdiction of the Association.

B. The Association may further limit the renting or leasing of Units pursuant to its rule/regulation making authority.

C. The Association shall be granted the right, in full authority and substitution as if it were the Landlord, in order to institute and process eviction proceedings against a Tenant who fails to comply with the provision and restrictions of this Declaration, provided due notice and opportunity to cure is afforded to Tenant.

Any restrictions against leasing contained in this Section shall not apply to leases of the Units by the Declarant or leases of the Units by the Association.

Section 3. Sign Restriction. Declarant may display any and all signs in order to, but not limited to, advertise the project, provide marketing information, market the units "For Sale" or "For Lease", etc. Unit Owners shall have the right to exhibit one or more "For Lease" or "For Sale" signs on Units owned by them. Provided, however, any "For Lease" or "For Sale" signs used by the Unit Owner shall not be larger than 24" x 36". The Association shall not remove such signs except if said signs are not removed by the Unit Owner after sale or leasing, and then the Association may remove said signs. The Association's Board of Directors is granted full and broad discretion in adopting rules and regulations as to such signs.

Section 4. Animal Restriction. All animals shall be leashed or caged while onsite and may not be boarded, kept or housed in the Unit. All Unit Owners are responsible for immediately cleaning up after their animals and discarding securely bagged pet dropping off-site. Unit Owners are responsible for any property damage and personal injury caused by their pets. No pet shall be allowed to become a nuisance or create any unreasonable disturbance.

Section 5. Enforcement. This Article shall be binding upon all Unit Owners and shall be enforced as per the remedies set forth herein, including the private right of the Association to enforce zoning and building code violations. Any and all attorney's fees and other expenses incurred by the Declarant or the Association in the enforcement of this Article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

Section 6. Dumpster. No dumpster is provided to any Unit and no dumpster of any Unit shall be located outside of the Unit; except that Declarant or the Association may provide on the Common Element or Limited Common Element a dumpster or dumpsters for all Units.

Section 7. Motor Vehicles. Motor vehicles cannot be stored or repaired unless proper exhaust is provided. If the unit owner wishes to store or repair motor vehicles, owner must provide minimum garage exhaust ventilation in the amount of $\frac{1}{2}$ cfm/sf of floor area, as well as sufficient make-up air to maintain minimum inside temperature if the exhausts are continuous. If intermittent exhausts are to be used as allowed by IMC 404 & SPS 364.0404, then the minimum garage exhaust ventilation at full operation shall be $\frac{3}{4}$ cfm/sf. Also review SPS Table 364.0403 footnote I, in accordance with IMC 403 & 404/SPS Table 364.0403 & 364.0404.

Section 8. Hours of Use. Unit Owners, invitees and guests may only be on the premises during the hours of 6:00 a.m. and 10:00 p.m. Central Standard Time. The Association may assess the Unit Owner a penalty of \$100.00 per day for a continued violation of this Section, which assessments shall be applied in ultimate good faith by the Association and may become a lien again said Unit.

Section 9. Heating of Individual Units. Each Unit Owner shall maintain a minimum temperature in their individual Units of 50 degrees to protect the plumbing in their Unit and all adjacent Units. The Association is granted a private right to monitor the use of each Unit for purposes of this Section. In the event a Unit Owner is violating this Section, the Association may give notice to the Unit Owner of such violation, the Unit Owner shall immediately correct such violation. If the same is not corrected immediately, the Association may assess the Unit Owner a penalty of \$100.00 per day for a continued violation of this Section, which assessments shall be applied in ultimate good faith by the Association and may become a lien again said Unit. In addition to said penalty, the Unit shall be responsible for the cost of any repairs that may be necessary to said Unit(s).

Section 10. Mechanical and Electrical. All mechanical and electrical fixtures installed in a Unit must comply with all applicable building codes and underwriting standards and other reasonable standards adopted by the Association.

Section 11. Subdivision Prohibited. No Unit may be subdivided or partitioned without the prior written approval of any government authorities having jurisdiction over the Property, and any secured parties holding first mortgages on any Units affected. The dedication of a portion of the Property for the Common Elements and Limited Common Elements shall not

be deemed a subdivision or participation.

Section 12. Traffic Regulations. All vehicular traffic on the Property shall be subject to federal, state and local laws and regulations. All vehicles operated on the Property shall be operated in a careful, prudent, and safe manner, and with due consideration for the rights of all Unit Owners and Occupants.

Section 13. Quiet Enjoyment; Interference Prohibited. All Unit Owners and Occupants and their guests and invitees shall have a right of quiet enjoyment in their respective Units. The Units and the Common Element and Limited Common Element shall be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, or interfere with the use and quiet enjoyment of the Units, the Common Element and the Limited Common Element by other Unit Owners and Occupants and their guests and invitees, and by the Declarant and Declarant's members, officers, employees, tenants and invitees.

Section 14. Common Elements and Limited Common Elements on First-Come-First Served Basis. The Common Elements and Limited Common Elements shall be available and used on a first-come-first served basis and so as not to cause a nuisance, nor unduly restrict, or interfere with the use and quiet enjoyment of such Common Elements and Limited Common Elements by other Unit Owners, occupants and their guests and invitees, and by Declarant and Declarant's members, officers, employees, tenants and invitees.

Section 15. Compliance with Law. No use shall be made of the Units, the Common Elements or the Limited Common Elements which would violate any than existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Units, to the Common Elements or Limited Common Elements, cause a material increase in insurance rates on the Units, the Common Elements or Limited Common Elements, or otherwise cause any unusual liability, health or safety risk, or expense, for Declarant or any Unit Owner or Occupant.

Section 16. Grounds and Landscaping. The removal of refuse or litter left on the Common Elements and Limited Common Elements by a Unit Owner, Occupant or his or her guests and invitees will be the responsibility of such Unit Owner or Occupancy. Unit Owners and Occupants will use their best efforts to prevent the Common Elements or Limited Common Elements from becoming unsightly.

A. No driving on the lawns or non-paved grounds of the Property will be permitted at any time.

B. No one may harm, mutilate, destroy, alter or litter any of the landscaping work or improvements on the Common Elements or Limited Common Elements, including grass, trees and flower beds.

Section 17. Enforcement. This Article shall be binding upon all Unit Owners and shall be enforced as per the remedies set forth herein, including the private right of the Association to enforce zoning and building code violations. Any and all attorney's fees and other expenses incurred by the Declarant or the Association in the enforcement of this Article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Except as provided herein to the contrary, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than fifty one (51%) percent of the Unit Owners, and thereafter by an instrument signed by not less than fifty one (51%) percent of the Unit Owners. Any amendment must be recorded.

Section 4. Encroachment. If any portion of a dwelling unit or any Unit shall actually encroach upon any other Unit, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the Owner of the encroaching dwelling unit to the extent of such encroachment so long as the same still exist.

Section 5. Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the member as shown on the records of the Association at the

time of such mailing. Any notice to the Association shall be deemed to have been properly sent when mailed postage prepaid to the address of the Secretary of the Association at the time of such mailing.

Section 6. Total or Partial Condemnation, Loss or Destruction: Termination of Declaration. In the event of taking of any of the Common Element by eminent domain or any action or proceeding in lieu of eminent domain (hereinafter "condemnation"), the Association shall represent the Owners in any such condemnation, or in negotiations, settlements and agreements with the condemning authority, and each Owner hereby appoints the Association as his or her attorney-in-fact, irrevocably, for such purposes. If deemed necessary by the Association, it may obtain the services of a trustee to act on behalf of the Owners in carrying out any functions under this Section. In the event of a condemnation of part or all of the Common Element, the award of proceeds of settlement shall be payable to the Association, or any trustee, for the use and benefit of the Owners and their mortgagees as their interest may appear. All proceeds payable with respect to any condemnation of Common Element shall be applied to the restoration or repair of such Common Element remaining after such condemnation or, subject to the provisions of Articles X hereof, to such other purposes as may be in accordance with the functions and powers of the Association and the welfare of the Owners. Any proceeds of any condemnation with respect to a Unit shall belong and be paid to the Owner thereof and his or her mortgagee, as their interests may appear. In the event of any termination or abandonment of this Declaration, and the dissolution of the Association pursuant thereto, the Common Element shall be disposed of as provided in the Articles of Incorporation.

Section 7. No Discrimination in Sale, Lease, etc.. Neither the Declarant nor any Owner shall discriminate in the sale, lease, rental or in the use of a Unit because of religion, race, color, creed, national origin, sex, marital status, or status with respect to public assistance or disability or, in furtherance of such covenant, in contravention of the provision of applicable Wisconsin Statutes and of Title VI of the Civil Right Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order II 063, and regulations thereunder, which relate to civil rights and discrimination.

ARTICLE XI EASEMENTS

Section 1. Additional Easements. In addition to the easements, covenants, restrictions and conditions described elsewhere in this Declaration, all Units shall be subject to easements and covenants hereinafter specifically described for the benefit of the property or for the limited benefit of specified adjoining Units, all as more fully set forth in this Article.

Section 2. Utility Easements. Each Unit over which a public or private utilities easement has been dedicated, and as may be shown in the recorded plat of the property, shall be subject to a right and easement for underground general utility purposes over that portion of such Unit which is burdened with such dedicated public or private utility easement. Such utility

purposes shall include, but not be limited to, sewer, water, gas, electrical, telephone and cable television purposes, including the right to build, construct, reconstruct, rebuild, repair, maintain and operate underground sewer, water, gas, electrical mains and telephone or television cables, and any surface connections to such underground mains, along with the right to enter upon, and open the ground for such purposes providing that all such opening shall be filled and the surface restored to its former condition.

Section 3. Priority. The utility easements described hereinabove in Section 2, are and shall continue to be superior to any other easements; provided, however, in the event that it shall be necessary to install, repair or maintain any utility facilities crossing any Private Yard Area, such repairs and maintenance shall be undertaken so as to cause, the extent practicable, minimal interference with the use of such areas, and any and all damage to the driveway, driveway apron surfaces, walkway or yard area shall be repaired and the surface facility restored.

Section 4. Easements Perpetual and Appurtenant. The easements described herein shall be perpetual in duration and shall be appurtenant to the Units which are burdened and benefitted by such easements.

Section 5. Easement Rights of Association. Notwithstanding anything herein to the apparent contrary, all the easements created herein which run in favor of the Association may only be used by the Association in connection with the exercise of those rights and obligations of the Association which are more fully described elsewhere in this Declaration.

ARTICLE XII INSURANCE

Liability Insurance; Fidelity Bonds. The Board of Directors of the Association, or its duly authorized agent shall obtain a broad form of public liability insurance covering all of the Common Element and Limited Common Element insuring the Association, with such coverages and limits of liability as to the Association shall determine to be necessary, but in no event less than \$1,000,000.00, covering all claims for personal injury and/or property damage arising out of a single occurrence. Such insurance policy shall, if reasonably available contain a "severability of interest" clause which shall preclude the insurer from denying the claim of an Owner because of the negligence of the Association or other Owner. The Board of Directors shall, to the extent such coverage is available and affordable at what the Board of Directors determines to be reasonable rates, also provide fidelity bonds providing protection to the Association against loss by reason of acts of fraud or dishonesty on the part of the Association's directors, managers, officers, employees or volunteers who are responsible for handling funds of the Association in an amount sufficient to provide no less protection than one and one-half (1 ½) times the estimated annual operating expenses of the Association, including reserves. Any policy or bond obtained hereunder shall provide that it may not be canceled or modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice of First Mortgagees. The expense of the liability insurance and fidelity bonds, if any, maintained by the Association under this Section 1 shall be borne by all Members through annual general assessments.

Section 2. Casualty Insurance on Insurable Common Element and Limited Common Element. Except as such requirements shall be modified by Federal National Mortgage Association ("F.N.M.A."), or Federal Home Loan Mortgage Corporation ("F.H.L.M.C."), the Association shall keep all insurable improvements and fixtures of the Common Element and Limited Common Aera, if any, insured as follows:

A. Against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage (if applicable), debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage, as well as other risks customarily covered in similar projects for an amount equal to the full replacement value (i.e., 100% of current "replacement costs") excluding land, foundation, excavating and other items normally excluded from coverage, such insurance to cover all common facilities owned by the Association (including all fixtures and building service equipment to the extent they are a part of the Common Element and Limited Common Element, as well as common personal property and supplies), together with such endorsements as may be required by F.N.M.A., OR F.H.L.M.C.

B. If any portion of the Common Element and Limited Common Element is located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), the Association shall obtain flood insurance on buildings in the Common Element, the Limited Common Element and any other common property covered by the required form of policy (herein, "Insurable Property"), in an amount deemed appropriate, but not less than the lesser of (i) the maximum coverage available under any portion of the Common Element; or (ii) 100% of the current "replacement cost" of such buildings and other Insurable Property; and

C. Against such other hazards and casualties as the Association may deem desirable. All insurance coverage with respect to the Common Element and Limited Common Element shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the annual general assessment made by the Association under Article V hereof. Any policy herein described may not be canceled or substantially modified within at least thirty (30) days prior written notice to the Association.

Section 3. Casualty Insurance on Units. Each Unit Owner shall provide, maintain and solely pay for his or her own casualty, property and liability insurance on his or her Unit. Such insurance shall not be bought into contribution with any insurance maintained by the Association.

Notwithstanding this, however, in addition to casualty insurance on the Common Element and Limited Common Element, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners of Units, adequate blanket casualty insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsements, and against loss or damage by debris removal, cost of demolition, vandalism,

malicious mischief, windstorm, water damage and other risks customarily covered in similar projects, in such form as the Board of Directors deems appropriate, or in such form (and with such further coverage) as may be required by F.N.M.A. or F.H.L.M.C., in an amount equal to the full replacement value (i.e., 100% of current "replacement cost"), without deduction for depreciation or co-insurance, of all of the Units, insurance the structural portion and fixtures thereof, owned by such Owners. Insurance premiums for any such blanket insurance coverage shall be included in the annual general assessments of the Association. The insurance coverage shall, if the Association has elected to obtain such blanket casualty insurance, be written in the name of, and the proceeds thereof shall be payable to, the Association as trustee for the Owners, and mortgages of record.

Section 4. Maintenance of Insurance By Owners of Units. In the event the Association shall not maintain the master policy of casualty insurance referred in Section 3 above, each Owner of any Unit, by his or her acceptance of a deed thereof, whether or not it shall be expressed in any such deed or other conveyance, covenants to carry, maintain and timely pay the premium or premiums on the policy of fire and extended coverage insurance, with the coverages included in the standard "all risk" endorsement. Such insurance shall cover at all minimum the full insurable replacement cost of the Unit located on such Unit, shall be in a form satisfactory to the Association and, as applicable. F.N.M.A, F.H.L.M.C., or any governmental or provide purchaser, insurer or guarantor of any mortgage on a Unit, shall provide that such policy may not be canceled or substantially modified by any part without at least thirty (30) days prior written notice to the Association. Each Unit Owner shall furnish the Association satisfactory evidence of the maintenance of such insurance. The Association may, but shall not be required to, make payments of casualty insurance premiums on behalf of any Owner who so paid by the Association shall be immediately due and payable by such Owner and may be included on the exterior maintenance assessment against such Owner's Unit.

Section 6. Directors' and Officers' Insurance. Subsequent to the conveyance of title by Declarant to the first Unit owned by Declarant, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

Section 7. Waiver of Subrogation. To the extent permitted by the standard Wisconsin form of fire and extended coverage insurance with all risk endorsements and to the extent benefits are paid under such a policy, each Unit Owner and the Association do hereby mutually release each from the other, and their respective officers, agents, employees and invitees, from all claims for damage or destruction of their respective physical properties if such damage or destruction results from one or more of the perils covered by the standard Wisconsin form of fire and extended coverage.

Section 8. Other Insurance. The Association may maintain such other insurance as the Board deems appropriate.

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

Section 1. Determination to Reconstruct or Repair. If any or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section.

(a) Damage Less Than Five Percent of Replacement Cost. If the cost to repair or reconstruct the damaged portion of the Condominium is less than five (5%) percent of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruction to put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved by receiving seventy-five (75%) percent or more votes in favor of such repair or reconstruction.

(b) Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or great than five (5%) percent of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five (5%) percent of the replacement cost of all improvements constitution the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five (5%) percent of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved by receiving seventy-five (75%) percent or more votes in favor of such repair or reconstruction.

(c) Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five (5%) percent of the replacement cost of the improvements constituting the Condominium and insurance proceeds plus five (5%) percent of the

replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having sixty (60%) percent or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section shall be deemed to be consent to subject the Condominium to an action for partition.

Section 2. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans and specification used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If the variance is authorized from the maps, plans and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Associations setting forth such authorized variance.

Section 3. Responsibility for Repair. In all cases after a casualty has occurred to the Condominium (except as otherwise provided herein), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimated of the cost to rebuild or repair.

Section 4. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee as provided herein, shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been complete restored or repaired as set forth herein.

Section 5. Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amount to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

Section 6. Surplus in Construction Funds. All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstruction any damage to the Condominium as referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

Section 7. Partition and Sale Upon Consent. If following damage or destruction described in Section 1(c), the Unit Owners having seventy-five (75%) percent or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for St. Croix County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

Section 8. Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

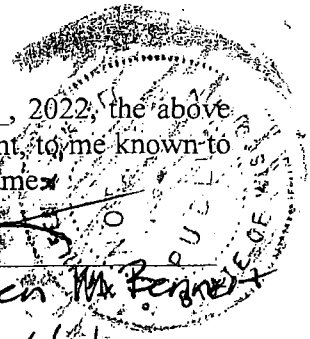
E.W. Homes, Inc

By: *Mark Sylla*
Mark Sylla, its president

STATE OF WISCONSIN)
) ss.
COUNTY OF PIERCE)

Personally came before me this 13th day of April, 2022, the above named E.W. Homes, Inc., a Wisconsin corporation by Mark Sylla, its president, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Kathleen M Bennett
Notary Public *Kathleen M Bennett*
State of Wisconsin
My commission expires 6/15/2022



CONSENT OF MORTGAGEE

Alliance Bank, the owner and holder of a Mortgage upon the real property described in the foregoing instrument herewith joins and consents therein.

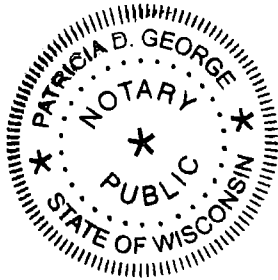
Dated this 18th day of April, 2022.

Alliance Bank

By: Gordon Boos

STATE OF WISCONSIN)
) SS.
COUNTY OF Buffalo)

Personally came before me this 18th day of April, 2022, the above named Alliance Bank, by Gordon Boos its loan officer to me known to be the person who executed the foregoing instrument and acknowledged the same.



Patricia D. George
Notary Public
State of Wisconsin
My commission expires 9-15-24

THIS INSTRUMENT WAS DRAFTED BY:

Leo A. Beskar
Rodli, Beskar, Neuhaus, Murray & Pletcher, S.C.
219 N. Main Street
River Falls, WI 54022

EXHIBIT A

Part of the Southwest Quarter of the Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin, being part of Lot 1 of a Certified Survey Map recorded as document 1152469 ^{Vol. 32, pg. 7113} in the Register of Deeds Office for said county and described as follows:

Commencing at the northwest corner of said Lot 1;

Thence the following along the exterior boundary of Lot 1,

N 89° 12' 44" E for a distance of 150.54 feet;

Thence, S 48° 57' 51" E for a distance of 430.09 feet;

Thence, N 89° 29' 16" E for a distance of 185.36 feet to the Point of Beginning;

Thence, N 89° 29' 16" E for a distance of 128.18 feet;

Thence, S 44° 47' 32" E for a distance of 597.04 feet;

Thence, S 00° 29' 55" E for a distance of 461.77 feet;

Thence, S 57° 15' 59" W for a distance of 312.85 feet;

Thence leaving said exterior boundary, N 32° 51' 14" W for a distance of 827.89 feet;

Thence, N 57° 08' 41" E for a distance of 129.82 feet;

Thence, along the arc of a curve, concave northerly, a distance of 173.26 feet, said curve having a radius of 80.00 feet and a chord which bears N 04° 53' 52.5" W for a distance of 141.33 feet;

Thence, N 23° 03' 34" E for a distance of 159.50 feet to the Point of Beginning:

Containing 10.085 Acres.

EXHIBIT B

Part of the Southwest Quarter of the Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin, being Lot 1 of a Certified Survey Map recorded as document number 1152469 Vol. 32, pg 7113 in the Register of Deeds Office for said county, EXCEPT that part described as follows:

Commencing at the northwest corner of said Lot 1;

Thence the following along the exterior boundary of Lot 1,

N 89° 12' 44" E for a distance of 150.54 feet;

Thence, S 48° 57' 51" E for a distance of 430.09 feet;

Thence, N 89° 29' 16" E for a distance of 185.36 feet to the Point of Beginning;

Thence, N 89° 29' 16" E for a distance of 128.18 feet;

Thence, S 44° 47' 32" E for a distance of 597.04 feet;

Thence, S 00° 29' 55" E for a distance of 461.77 feet;

Thence, S 57° 15' 59" W for a distance of 312.85 feet;

Thence leaving said exterior boundary, N 32° 51' 14" W for a distance of 827.89 feet;

Thence, N 57° 08' 41" E for a distance of 129.82 feet;

Thence, along the arc of a curve, concave northerly, a distance of 173.26 feet, said curve having a radius of 80.00 feet and a chord which bears N 04° 53' 52.5" W for a distance of 141.33 feet;

Thence, N 23° 03' 34" E for a distance of 159.50 feet to the Point of Beginning:

Containing 21.177 Acres.

EXHIBIT C

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126 and 127 of the Plat of Troy Commercial Park Condominium, St. Croix County, Wisconsin being part of Lot One (1) of Certified Survey Map No. 32-7113 in Volume 32 of Certified Survey Maps, page 7113 as Document Number 1152469 filed in St. Croix County Register of Deeds Office on 5/3/2022, being part of the Southwest Quarter of the Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin.

See attached Plat of Troy Commercial Park Condominium.

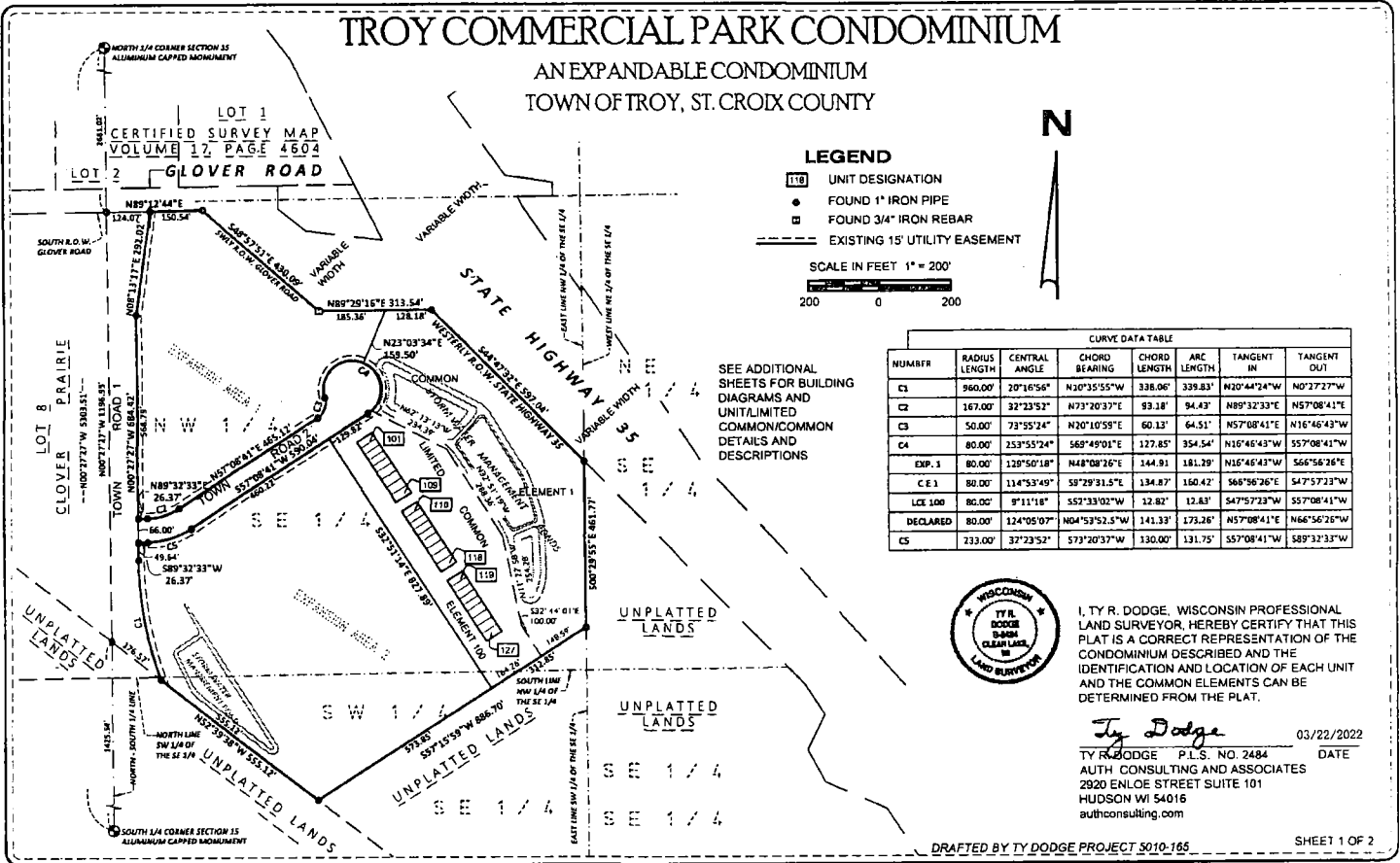
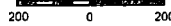
TROY COMMERCIAL PARK CONDOMINIUM

AN EXPANDABLE CONDOMINIUM
TOWN OF TROY, ST. CROIX COUNTY

LEGEND

- 110 UNIT DESIGNATION
- FOUND 1" IRON PIPE
- FOUND 3/4" IRON REBAR
- EXISTING 15' UTILITY EASEMENT

SCALE IN FEET 1" = 200'



SEE ADDITIONAL SHEETS FOR BUILDING DIAGRAMS AND UNLIMITED COMMON/Common DETAILS AND DESCRIPTIONS

CURVE DATA TABLE							
NUMBFR	RADIUS LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	960.00'	20°16'56"	N10°35'55"W	338.06'	339.83'	N20°44'24"W	N0°27'27"W
C2	167.00'	32°23'52"	N73°20'37"E	93.18'	94.43'	N89°32'33"E	N57°08'41"E
C3	50.00'	73°55'24"	N20°10'58"E	60.13'	64.51'	N57°08'41"E	N16°46'43"W
C4	80.00'	253°55'24"	S69°49'01"E	127.85'	354.54'	N16°46'43"W	S57°08'41"W
EXP. 3	80.00'	120°50'18"	N44°08'26"E	144.91'	181.29'	N16°46'43"W	S66°56'26"E
C.E. 3	80.00'	114°53'49"	S9°29'31.5"E	134.87'	160.42'	S68°56'26"E	S47°57'23"W
LCE 100	80.00'	9°11'18"	S52°33'02"W	12.82'	12.83'	S47°57'23"W	S57°08'41"W
DECLARED	80.00'	124°05'07"	N04°53'52.5"W	141.33'	173.26'	N57°08'41"E	N66°56'26"W
C5	233.00'	37°23'52"	S73°20'37"W	130.00'	131.75'	S57°08'41"W	S89°32'33"W



I, TY R. DODGE, WISCONSIN PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

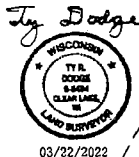
Ty Dodge 03/22/2022
 TY R. DODGE P.L.S. NO. 2484 DATE
 AUTH CONSULTING AND ASSOCIATES
 2920 ENLOE STREET SUITE 101
 HUDSON WI 54016
 authconsulting.com

DRAFTED BY TY DODGE PROJECT S010-165

SHEET 1 OF 2

TROY COMMERCIAL PARK CONDOMINIUM

AN EXPANDABLE CONDOMINIUM
TOWN OF TROY, ST. CROIX COUNTY



Declared area property description:

Part of the Southwest Quarter of the Southeast Quarter and part of the Northern Quarter of the Southeast Quarter of Section 15, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin, being part of Lot 1 of a Certified Survey Map recorded as document number _____ in the Register of Deeds Office for said county and described as follows:

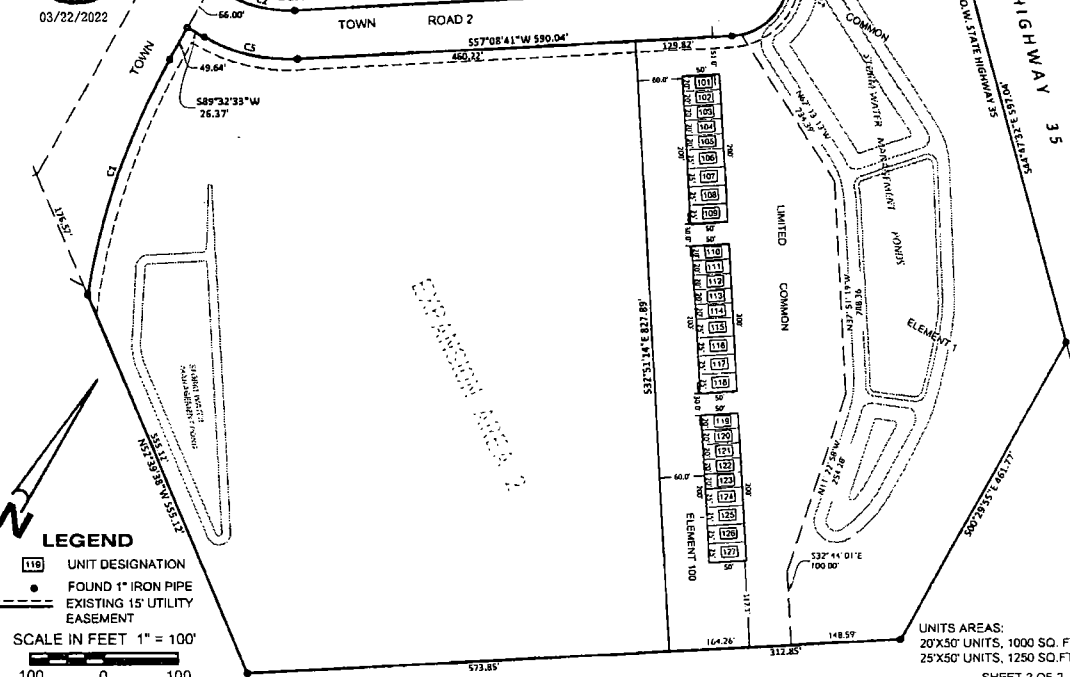
- Commencing at the northwest corner of said Lot 1;
 - Thence the following along the exterior boundary of Lot 1, N 89° 17' 44" E for a distance of 150.54 feet;
 - Thence, S 48° 57' 51" E for a distance of 430.09 feet;
 - Thence, N 89° 29' 16" E for a distance of 185.36 feet to the Point of Beginning;
 - Thence, N 89° 29' 16" E for a distance of 128.18 feet;
 - Thence, S 44° 47' 32" E for a distance of 597.04 feet;
 - Thence, S 00° 29' 55" E for a distance of 461.77 feet;
 - Thence, S 57° 15' 59" W for a distance of 312.85 feet;
 - Thence leaving said exterior boundary, N 32° 51' 14" W for a distance of 827.89 feet;
 - Thence, N 57° 08' 41" E for a distance of 129.82 feet;
 - Thence, along the arc of a curve, concave northerly, a distance of 173.26 feet, said curve having a radius of 80.00 feet and a chord which bears N 04° 53' 52.5" W for a distance of 141.33 feet;
 - Thence, N 23° 03' 34" E for a distance of 159.50 feet to the Point of Beginning;
- Containing 10.085 Acres.

Expansion area property description:

Part of the Southwest Quarter of the Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 15, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin, being Lot 1 of a Certified Survey Map recorded as document number _____ in the Register of Deeds Office for said county, EXCEPT that part described as follows:

- Commencing at the northwest corner of said Lot 1,
- Thence the following along the exterior boundary of Lot 1, N 89° 17' 44" E for a distance of 150.54 feet;
- Thence, S 48° 57' 51" E for a distance of 430.09 feet;
- Thence, N 89° 29' 16" E for a distance of 185.36 feet to the Point of Beginning;
- Thence, N 89° 29' 16" E for a distance of 128.18 feet;
- Thence, S 44° 47' 32" E for a distance of 597.04 feet;
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- Thence, N 57° 08' 41" E for a distance of 129.82 feet;
- Thence, along the arc of a curve, concave northerly, a distance of 173.26 feet, said curve having a radius of 80.00 feet and a chord which bears N 04° 53' 52.5" W for a distance of 141.33 feet;
- Thence, N 23° 03' 34" E for a distance of 159.50 feet to the Point of Beginning;

Containing 71.177 Acres.



LEGEND

- 119 UNIT DESIGNATION
- FOUND 1" IRON PIPE
- EXISTING 15' UTILITY EASEMENT

SCALE IN FEET 1" = 100'

100 0 100

UNITS AREAS:
20'X50' UNITS, 1000 SQ. FT
25'X50' UNITS, 1250 SQ. FT

DRAFTED BY TY DODGE PROJECT 5010-165

SHEET 2 OF 2