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ST. CROIX CO., WI  
Rec'd for Record

OCT 24 1995

at 11:30 A. M

Kathleen H. Walsh  
Register of Deeds

CONDOMINIUM DECLARATION OF  
HIGH VIEW ESTATES CONDOMINIUMS

This Declaration is made pursuant to the condominium Ownership Act of the State of Wisconsin by Wm. Derrick Construction, Inc., a Wisconsin corporation, (hereinafter "Declarant").

Article 1. Submission of Property: Declarant hereby submits the land owned by it described in attached Exhibit "1", also being the Plat of Survey, together with the buildings and improvements to be erected thereon, to the provisions of the condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, hereafter called the "initial property". The initial property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

Article 2. Expandable Condominium: Declarant reserves, for a period not to exceed ten (10) years from the date of recording of this declaration, the right to add, at one time or in phases, all or part of the land owned by it described on Exhibit "2", together with buildings and improvements to be erected thereon after said submission, to this declaration of condominium pursuant to the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, hereafter called the "expansion property". Declarant is under no obligation to add all or any part of the expansion property to the provisions of this condominium declaration, but may do so at and in its sole discretion.

Article 3. Name: The name of the condominium shall be High View Estates Condominiums, and the initial address of the association shall be 1505 Highway 65, New Richmond, Wisconsin 54017.

Article 4. Duration: The period of existence shall be perpetual.

Article 5. Definition: Unless the context of this Declaration requires otherwise, the definitions of the words used herein, in the By-Laws, and in any other documents executed pursuant to this Condominium Declaration shall be those set forth in Wisconsin Statutes Chapter 703.

Article 6. Description of Units: The location of the units constructed and to be constructed on the initial property and expansion property, should expansion occur on all (or part) of the expansion property is described in Exhibit "3" and is incorporated herein by reference as a portion of this Condominium Declaration. Should expansion not occur on the all or part of the expansion property, no condominium units will be constructed thereon. Three of the buildings on the initial property are "duplexes", consisting of two units. Seven of the buildings on the initial property are "four-plexes", consisting of four units. Each unit consists of two bedrooms, two bathrooms, a kitchen and combined dining and living room. Some of the units have a full

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Derrick Construction Co. Inc.

basement, and others do not. Each unit has a two car garage. All units are constructed of wood and concrete, all of which is more particularly set forth in Exhibits "4-1 through 4-4". Each of the buildings to be constructed on the expansion property will have a similar design and layout to those units in the initial property.

Article 7. The Units: The unit numbers of the units on the initial property are Unit 1A, 1B, 1C, 1D, Unit 2A, Unit 2B, Unit 3A, 3B, etc., and total thirty-four (34). The total number of units that can be added through expansion is forty (40), for a total number of seventy-four (74) units on the initial and expansion property.

Each future owner shall be entitled to the exclusive ownership and possession of his or her unit in accordance with the terms of this Declaration. Each unit, together with its undivided interest in the common area and facilities, shall for all purposes constitute real property.

The location, approximate area, number of rooms and immediate limited common area to which each unit has access is set forth in Exhibits "4-1" through "4-4". The legal description of each unit shall consist of its number and letter as aforesaid. Every deed, lease, mortgage or other document may describe a unit by its identifying number and letter as shown on Exhibit "3", and such description shall be good and sufficient for all purposes. No unit owner may subdivide his unit smaller than that shown on Exhibit "4-1" through "4-4". Each unit shall consist of the space enclosed and bounded by the interior surfaces of the floors and ceilings and perimeter walls of such unit as shown on Exhibit "4-1" through "4-2", subject to any encroachment created by settlement or moving of the building, or permissible repairs or modifications which are deemed valid easements for the benefit of such unit owners, or the common element, as the case may be, excepting such as may be created by willful conduct.

Article 8. Description of Common Elements and Facilities: The common elements and facilities shall consist of all of the property designated on the said Plat of Survey (Exhibit "1") as common areas.

All easements and rights described herein are appurtenant, running with the land, perpetual, binding on the undersigned, its successors and assigns, and where designated as common elements and facilities, shall constitute such common elements and facilities pursuant to this Condominium Declaration.

Article 9. Description of Limited Common Elements: The limited common elements and facilities shall consist of all of the property designated on the Plat of Survey (Exhibit "1") as limited areas which shall be for the exclusive use of the unit owner who use abuts on such limited area.

Article 10. Percentage Interests: The percentage of undivided interest in the common elements and facilities appertaining to each unit and its owner for all purposes, including voting, shall initially be one/thirty-fourth (1/34th) of the total units. The owner or owners of each unit shall have but one vote per unit. There shall be an initial total of 34 votes. When and if additional units are added to the expansion property in compliance with the terms and conditions of this

declaration, the number of units shall increase by the number of units constructed on the expansion property, to a maximum of seventy-four (74) total units. The additional units added, if any, to the expansion property shall result in a diminution of the fractional interest of each unit interest to the number "1" over the total number of units in the combined initial property and expansion property. In no event will the unit interest be less than 1/74th. The percentage of undivided interest in the common element is equal for each unit notwithstanding that some of the units are larger than other units.

Each unit owner shall own an undivided interest, in the percentages hereinbefore set forth, in the common elements and facilities as a tenant in common with all other unit owners, and, except as may otherwise be limited in this Declaration, shall have the right to use and occupy the common elements and facilities for all purposes incident to the use and occupancy of his unit as a place of residence, including the right to vote as hereinafter set forth, and such incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit.

The building and premises, including all individual units, are to be used solely for residential purposes in strict conformity with the restrictions and covenants provided herein.

Article 11. Membership And Voting: Each unit owner at the time of purchase of a unit, whether such unit owner consists of one or more persons, or a corporate entity, shall become one of the members of the Association and shall be entitled to the rights, privileges and responsibilities of the Association of unit owners, for each such purchase without further affirmative action on the part of such unit owner, or notice on the part of the Association. Each member (unit owner whether one or more persons) shall have one vote. A sale or transfer of any kind of such unit shall terminate membership without further notice or action. The term "Association of Unit Owners" as used herein shall mean all of the unit owners acting in a group in accordance with the terms of this Declaration and the By-Laws of High View Estates Condominium Association. If any unit is owned by more than one person, the voting rights with respect to such unit shall not be divided, but shall be exercised as if the unit owners consist of only one person in accordance with the proxy or other designation made by the persons constituting the unit owner.

Declarant's obligation to pay condominium dues on the units under construction or to be constructed on the initial property and expansion property does not commence until actual completion of construction of the unit or units.

A unit owner who is in default in payment of condominium dues or assessments shall lose the right to vote on Association matters as long as the Association filed a condominium lien for said dues or assessments. Upon payment of the condominium lien, the unit owners right to vote shall be immediately restored.

Article 12. Agent for Service of Process: The agent of the association designated for the purpose of receiving service of process shall be William H. Derrick, 1505 Highway 65, New Richmond, Wisconsin 54017. This association of unit owners may designate a successor to such person authorized to receive service of process by majority vote of the unit owners present

at a duly constituted meeting of this Association.

Article 13. Damage or Destruction: In case of damage or destruction of all or part of the property, the insurance proceeds, if sufficient to reconstruct the building, shall be applied to such reconstruction. Reconstruction, as used in this Article, means restoring the building to substantially the same condition in which it existed prior to the fire or disaster, with each unit and the common areas and facilities having the same vertical and horizontal boundaries as before.

In case of damage or destruction of all or part of the property if the insurance proceeds are not sufficient to reconstruct the building, then the association of unit owners, by the affirmative vote of two-thirds of the unit owners, shall determine whether to reconstruct all of the property so damaged. If the unit owners decide so to construct, all of such insurance proceeds shall be applied to such reconstruction, and the balance of the cost thereof shall be a common expense or the expense of the individual unit owner as the case may be. If, within 90 days of the date of the damage or destruction to all or part of the property, it is not so determined to reconstruct, then Section 703 of the Wisconsin Condominium Ownership Act shall be applicable.

Article 14. Easements and Encroachments: Easements are hereby declared and granted for utility purposes, 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 and equipment over, under, along and on any part of the common elements and facilities or limited common elements and facilities as they exist on the date of the recording hereof, appear of record and appear on said Exhibit "1".

Article 15. Sale, Leasing or Other Alienation:

(a) In the event any unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days written notice to the Board of his intention so to do, whereupon the members of the Board, and their successors in office, shall have an irrevocable option to purchase such unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised within said thirty (30) days after receipt of such notice it shall thereupon expire and said purchaser may thereafter take possession of the unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) In the event any unit owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his unit, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefore against such unit ownership, which lien may be foreclosed in like manner as a lien for unpaid common expenses as provided in the Condominium Ownership Act.

(c) The Board shall not exercise any option hereinabove set forth to purchase any unit

without the prior written unanimous consent of the unit owners. The members of the Board, or their duly authorized representatives, may bid to purchase at any auction or sale of the unit or interest therein of any unit owner, deceased or living, which said sale is held pursuant to an order or direction of a court upon the prior written unanimous consent of the unit owners, which said consent shall set forth a maximum price which the Board is authorized to bid and pay for said unit or interest therein.

(d) Upon the written consent of all of the members of the Board, any option contained in this Article may be released or waived and the unit or interest therein which is subject to an option set forth in this paragraph may be sold, conveyed, leased, given or devised free and clear of the provisions of this paragraph.

(e) Acquisitions of units or interests therein under the provisions of this Article shall be by unanimous consent of the Board and the Board, in its discretion, may borrow money to finance the acquisition as authorized as pursuant to this paragraph, provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property described in this Declaration other than the unit or interest therein to be acquired.

(f) Units or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the President of the Association of Unit Owners in trust for the use and benefit of all the unit owners in proportion to their ownership interest.

(g) Notwithstanding the provisions of this Article any mortgagees that acquire title to any unit by reason of any default in any mortgage placed against any unit, is not bound by this Article regarding sale, leasing or other alienation by such mortgage in the use of disposition of such unit.

Article 16. Entry by the Board: The Board or its agents or employees shall have the irrevocable right to enter and may enter any unit at reasonable times as may be necessary in connection with any painting, maintenance, repair, replacement or reconstruction for which the Board is responsible or which the Board has the right or duty to do pursuant to this Declaration. Such entry shall be made with the minimum inconvenience to the unit owners as is practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

Article 17. Violation of Declaration: The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained or contained in the Condominium Ownership Act, shall give the Board the right, in addition to any other rights provided for in this Declaration: (a) to enter upon the unit, or any portion of the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass, or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any breach.

Furthermore, if any unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants of this Declaration or the regulations adopted by the Board and such violations shall continue for thirty (30) days after notice in writing from the Board or shall occur during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the Board against the defaulting unit owner for a decree of mandatory injunction against the unit owner or occupants, or subject to the prior consent in writing of any mortgagee having a security interest in the unit of the defaulting unit owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting unit owner's right to occupy, use or control the unit owned by him on account of the breach of covenant and ordering that all the right, title and interest of the unit owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from reacquiring his interest at such judicial sale or by virtue of the exercise

of any right of redemption which may be established. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting unit 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 unit owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the unit and immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

Article 18. Incorporation: The Board may, upon the affirmative vote of the majority of the unit owners, at any time hereafter, cause the formation of a Wisconsin non-profit corporation, incorporating the initially unincorporated High View Estates Condominium Association for the purpose of facilitating the administration and operation of the property herein described or may join with compatible associations for such purpose, and in such event:

(a) The Articles of Incorporation of such corporation shall not be inconsistent with this Declaration and the name of such corporation shall be High View Estates Condominium Association, or a derivation thereof.

Article 19. Failure to Enforce: 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.

Article 20. Notices: Notices required or permitted to be given to the Board or any unit owner may be delivered to any member of the Board or such unit owner either personally or

by mail addressed to such Board member 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 in the records of the court wherein the estate of such deceased owner is being administered.

Article 21. Severability: The invalidity of any restrictions hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof declared to be severable.

Article 22. Restrictions and Covenants: The undersigned Developer does hereby covenant with all persons who may purchase parcels of land from it in the property described in Article 5 of this Condominium Declaration, that there shall be imposed on all of said parcels in the deeds of conveyance from the undersigned, as Covenants to run with the land, the following restrictions:

- (a) Each unit shall be used for residential purposes only.
- (b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board. The right is reserved by the Declarant or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied units, and on any part of the common elements and facilities, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee. The Declarant shall have the right to use any unsold unit or units for sales or display purposes.
- (c) There shall be no obstruction of the common elements or facilities, nor shall anything be stored in the common elements or facilities without the prior consent of the Board except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his own unit, its windows, and doors, and the patio which is a limited common element reserved for the use of his unit in good, clean order and repair. No unit owner shall do any work that jeopardizes the soundness or safety of the property, reduces the value thereof, or impairs any easement or hereditament without first obtaining unanimous consent of all other unit owners.
- (d) Nothing shall be done or kept in any unit or in the common areas or facilities which will increase the rate of insurance on the building, or contents thereof, applicable or residential use, without the prior written consent of the Board. No unit 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 building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas or facilities.
- (e) Unit owners shall not cause or permit anything to be hung or displayed on the

outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(f) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in any part of the property, except that one dog, cat, or other household pet, not to exceed fifteen (15) pounds per animal may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board.

(g) No noxious or offensive activity shall be carried on in any unit or in the property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

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

(i) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas or facilities. The common element and facilities shall be kept free and clear of rubbish, debris, and other unsightly materials. No house trailers, motor homes, campers, boats, trailers or snowmobiles may be stored on the premises at any time.

(j) Nothing shall be altered or constructed in or removed from the common elements or facilities, except upon the written consent of the Board.

(k) No fencing shall be erected except with permission of the Board and then in such manner and form as is uniform and consistent for all units and with approval of the Board of Directors.

(l) The Board of Directors by unanimous consent may impose such additional restrictions and covenants as they may deem advisable.

Article 23. Construction: 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 apartment development.

Article 24. Amendments: The provisions of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by at least seventy-five (75%) percent of the unit owners and containing an affidavit of an officer of the Board certifying the authenticity of such amendment, and that a copy of such amendment, change or modification has been mailed by certified mail to all mortgagees having a bona fide lien of record against any unit, not less than ten (10)

days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Condominium Ownership Act by its terms requires approval of a percentage of consenting unit owners greater than seventy-five (75%) percent, the provisions of that Act shall control.

IN WITNESS WHEREOF, the undersigned Developer, Wm. Derrick Construction, Inc., a Wisconsin corporation, has caused this Condominium Declaration to be signed by its duly authorized officers in its behalf; all done at St. Croix County, Wisconsin, on this 23rd day of October, 1995.

WM. DERRICK CONSTRUCTION, INC.

BY: William H. Derrick  
William H. Derrick, President

Countersigned:

BY: Mary Ann Derrick  
Mary Ann Derrick, Secretary

STATE OF WISCONSIN )  
  :SS  
County of St. Croix     )

Personally came before me the above named William H. Derrick, President and Mary Ann Derrick, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Sally Bajak 10/23/95  
SALLY BAJAK  
Notary Public State of Wisconsin  
, Notary Public,  
St. Croix County, Wisconsin  
My commission expires: 5/9/99.

This document was drafted by Robert F. Wall, 522 Second Street, Hudson, WI 54016.

[hvecdec2.qw]3derrick1rfw

## EXHIBIT 1

This exhibit should be the legal description of phase 1. Pursuant to §703.11(4), Wisconsin Statutes:

"A condominium plat is sufficient for the purposes of this chapter if there is attached to or included in it a certificate of a licensed land surveyor authorized to practice that profession in this state that the 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."

## EXHIBIT 2

This exhibit should be the description of the expansion property.

DEFINITION OF HIGHVIEW ESTATES P.U.D. PHASE 1

A part of OUTLOT 2, HIGHVIEW ESTATES  
 in the Northeast 1/4 of the Southeast 1/4 of Section 2, Township 30 North, Range 18 West,  
 New Richmond, ST. Croix County, Wisconsin, more particularly described as follows:

1 60,747 square feet (1.39±acres) more or less and being subject to existing easements.

at part of OUTLOT 2 further described as:

- commencing at the Southeast Corner of said Section 2;
- thence N 00°08'00" W 2638.68 feet to the East 1/4 corner of said Sec.2;;
- thence N 89°23'22" W 952.83 feet along the East-West 1/4 line to the point of beginning;
- thence continuing N 89°23'22" W 142.83 feet;
- thence S 00°15'42" W 586.50 feet;
- thence S 89°41'21" E 214.20 feet;
- thence S 70°29'32" E 227.03 feet;
- thence N 00°00'00" W 128.89 feet;
- thence N 76°52'24" W 232.33 feet;
- thence 311.77 feet along the arc of a curve to the RIGHT, having a radius of 60.00 feet,  
 a central angle of 297°42'50", and a 62.06 foot chord that bears N 27°56'08" E;
- thence S 76°52'24" E 202.48 feet;
- thence N 00°00'00" W 149.23 feet;
- thence N 79°57'51" W 138.03 feet;
- thence 249.77 feet along the arc of a curve to the RIGHT, having a radius of 178.40 feet,  
 a central angle of 80°12'52", and a 229.86 foot chord that bears N 39°51'25" W;
- thence N 00°15'01" E 103.72 feet to the point of beginning.

containing 152,080 square feet (3.49±acres) more or less and being subject to existing easements.

CURVE DATA TABLE

| CURVE NO. | LOT NO. | RADIUS LENGTH | ARC LENGTH | CENTRAL ANGLE | CHORD BEARING | CHORD LENGTH | BACK TANGENT  | FORE TANGENT  |
|-----------|---------|---------------|------------|---------------|---------------|--------------|---------------|---------------|
| -2        |         | 210.75'       | 54.10'     | 14°42'26"     | S.48°45'39"W. | 53.95'       | S.56°06'52"W. | S.41°24'26"W. |
| -3        |         | 110.00'       | 79.50'     | 41°24'26"     | S.20°42'13"W. | 77.78'       | S.41°24'26"W. | S.00°00'00"E. |
|           | DL1     | 110.00'       | 49.02'     | 25°32'00"     | S.28°38'26"W. | 48.62'       | S.41°24'26"W. | S.15°52'26"W. |
|           | ST.     | 110.00'       | 30.38'     | 15°52'26"     | S.07°56'13"W. | 48.62'       | S.15°52'26"W. | S.00°00'00"E. |
| -5        |         | 60.00'        | 311.77'    | 297°42'50"    | S.27°56'08"W. | 62.06'       | N.03°12'27"W. | N.59°04'43"E. |
| -7        |         | 60.00'        | 313.92'    | 299°46'22"    | S.20°46'39"W. | 60.21'       | N.09°20'10"W. | N.50°53'28"E. |
| -9        |         | 895.79'       | 158.60'    | 10°08'40"     | S.05°40'20"E. | 158.40'      | S.00°00'00"E. | S.10°08'40"E. |
|           | DL2     | 895.79'       | 113.94'    | 07°17'16"     | S.03°38'38"E. | 113.86'      | S.00°00'00"E. | S.07°17'16"E. |
|           | ST.     | 895.79'       | 44.66'     | 02°51'24"     | S.08°42'58"E. | 44.66'       | S.07°17'16"E. | S.10°08'40"E. |
| 11        |         | 60.00'        | 314.16'    | 300°00'00"    | S.10°08'47"W. | 60.00'       | N.19°51'13"W. | N.40°08'47"E. |
| 12        |         | 832.97'       | 145.07'    | 09°58'42"     | S.05°09'19"E. | 144.88'      | S.10°08'40"E. | S.00°09'58"E. |
|           | ST.     | 832.97'       | 18.84'     | 01°17'44"     | S.09°29'48"E. | 18.83'       | S.10°08'40"E. | S.08°50'56"E. |
|           | DL2     | 832.97'       | 126.23'    | 08°40'58"     | S.04°30'27"E. | 126.11'      | S.08°50'56"E. | S.00°09'58"E. |
| 14        |         | 178.40'       | 249.77'    | 80°12'52"     | S.39°51'25"E. | 229.86'      | S.00°15'01"W. | S.79°57'51"E. |
| 16        |         | 118.40'       | 165.77'    | 80°12'52"     | N.39°51'25"W. | 152.56'      | N.79°57'51"W. | N.00°15'01"E. |

LOCATION SKETCH

SOUTHEAST 1/4, SEC.2, T30N, R18W

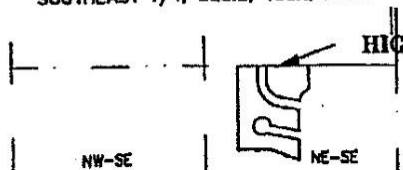
HIGHVIEW ESTATES P.U.D. PHASE 1

LEGEND

GOVERNMENT CORNER (AS NOTED)

FOUND 1" IRON PIPE

FOUND 1 1/4" BE-PIPE



N

Exhibit "2"

*VIEW*  
DESCRIPTION OF HIGHVIEW ~~POINT~~ ESTATES P.U.D. PHASE 2

OUTLOT 2 OF HIGHVIEW ESTATES

located in the Northeast 1/4 of the Southeast 1/4 of Section 2, Township 30 North, Range 18 West,  
County of New Richmond, ST. Croix County, Wisconsin, more particularly described as follows:

Commencing at the Southeast Corner of said Section 2;

thence N 00°08'00" W 2638.68 feet to the East 1/4 corner of said Sec.2;;

thence N 89°23'22" W 1095.66 feet along the East-West 1/4 line;

thence S 00°15'42" W 568.50 feet to the point of beginning;

thence S 89°41'21" E 214.20 feet;

thence S 70°29'32" E 227.03 feet;

thence S 00°00'00" E 128.88 feet;

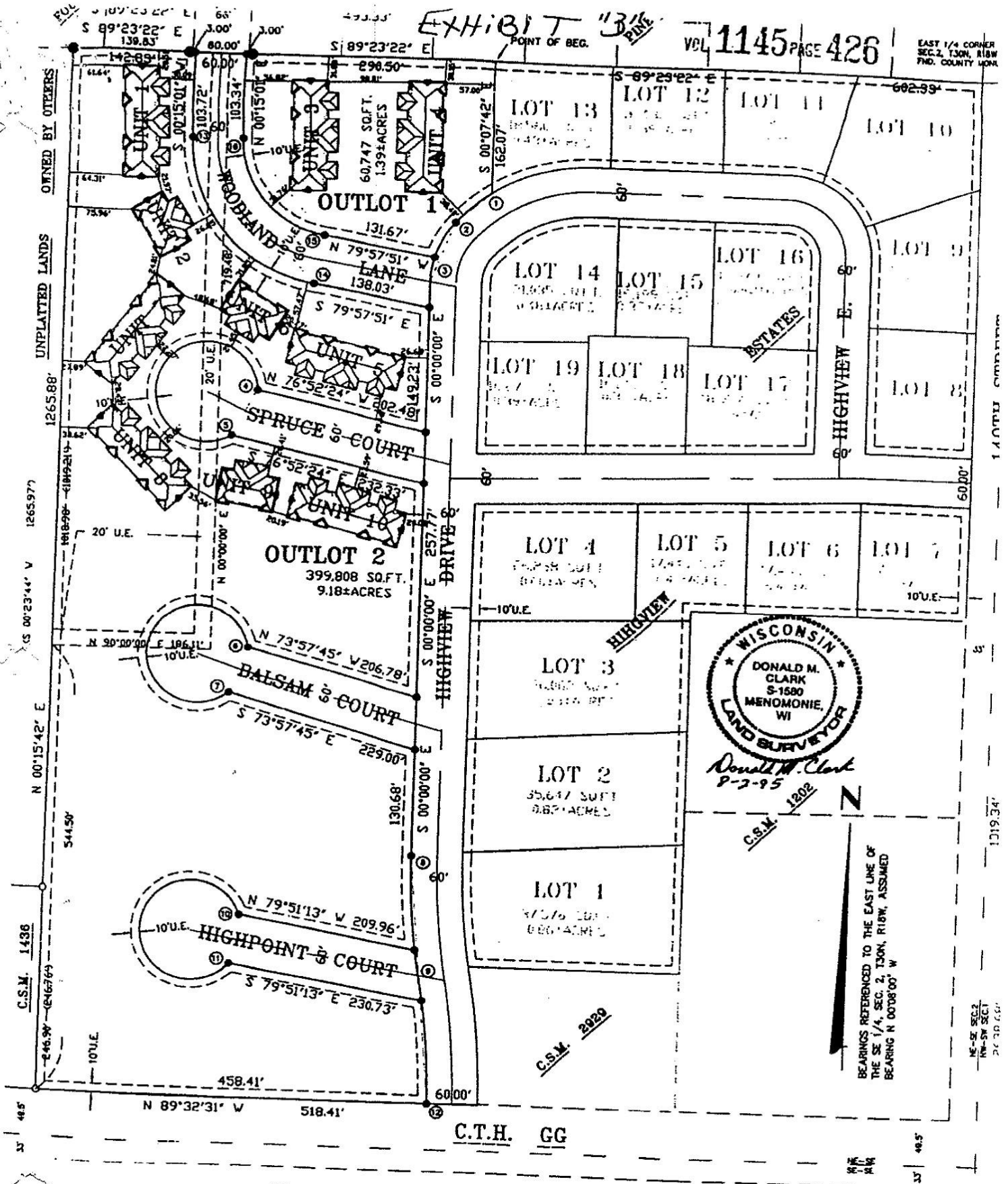
thence N 73°57'45" W 206.78 feet;

thence 313.92 feet along the arc of a curve to the LEFT, having a radius of 60.00 feet,  
a central angle of 299°46'22", and a 60.21 foot chord that bears S 20°46'39" W;

EXHIBIT "3" PINE

VOL. 1145 PAGE 426

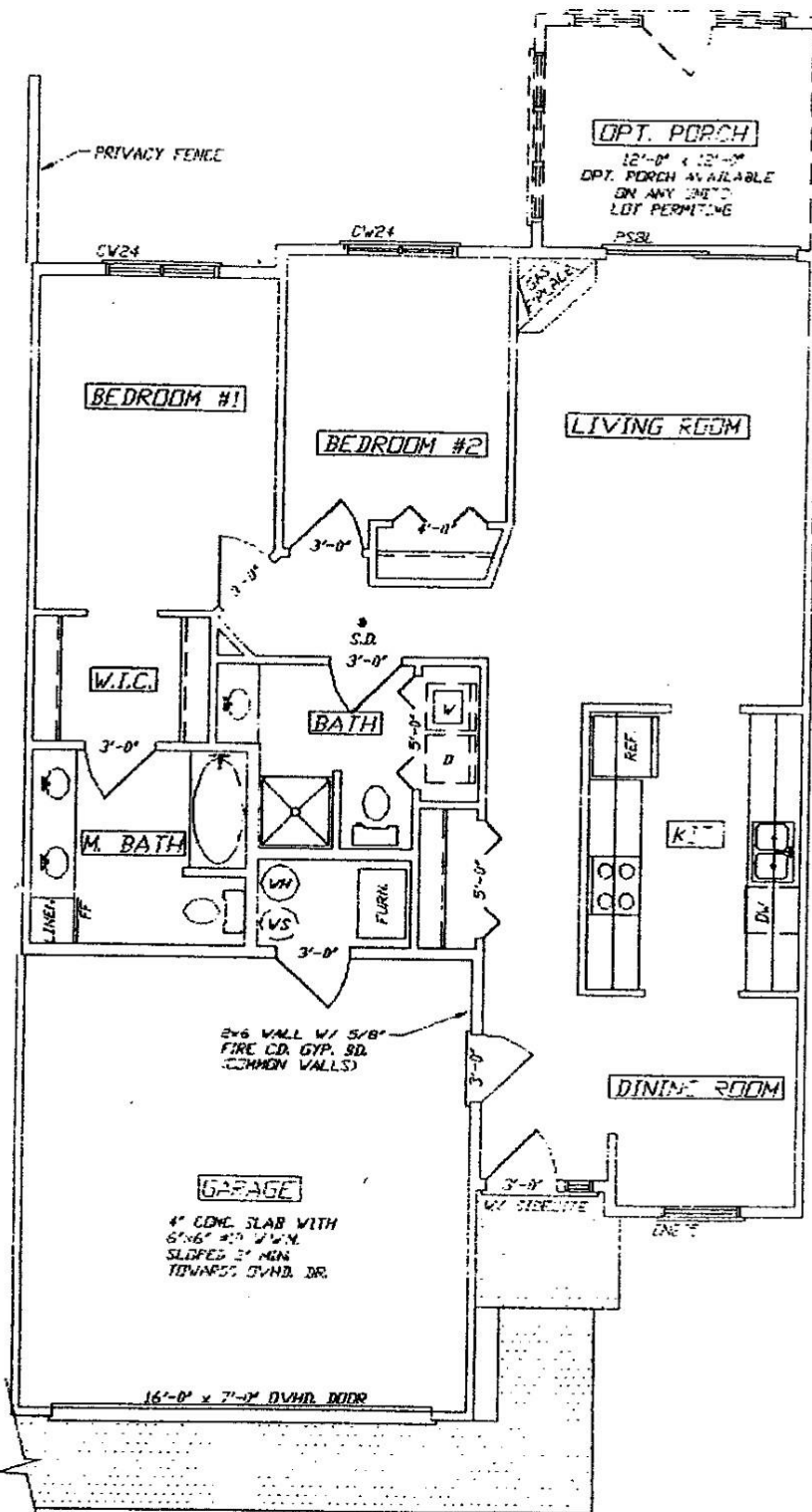
EAST 1/4 CORNER  
SEC. 2, T30N, R18W  
TND. COUNTY WIS.



UNPLATTED LANDS OWNED BY OTHERS

**HIGHVIEW ESTATES P.U.D.**  
 BEING OUTLOTS 1 & 2, HIGHVIEW ESTATES  
 LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4,  
 SECTION 2, TOWNSHIP 30 NORTH, RANGE 18 WEST

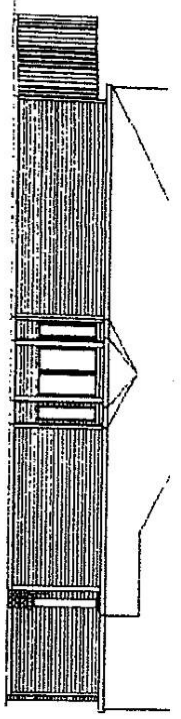
SE-1/4 SEC. 2  
SW-1/4 SEC. 2  
T30N R18W



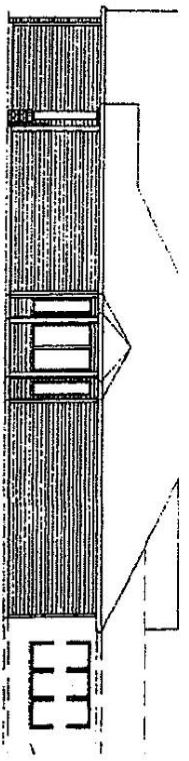
3 TYP. INSIDE UNIT FOR BUILDINGS 1,3,4,5,7,8,10  
 4 1/4" = 1'-0"

FINISHED AREA = 1175 SQ. FT./ UNIT

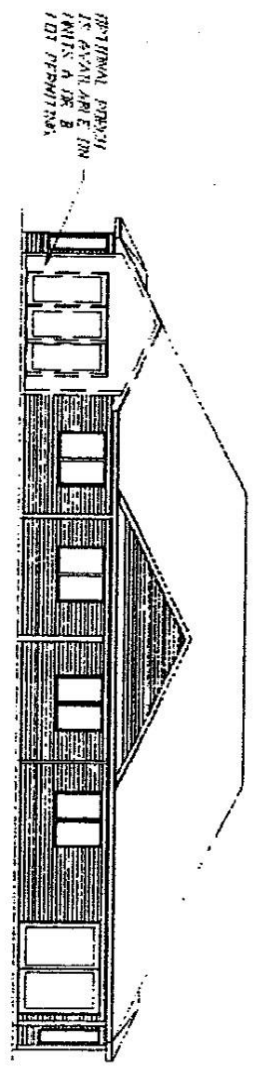




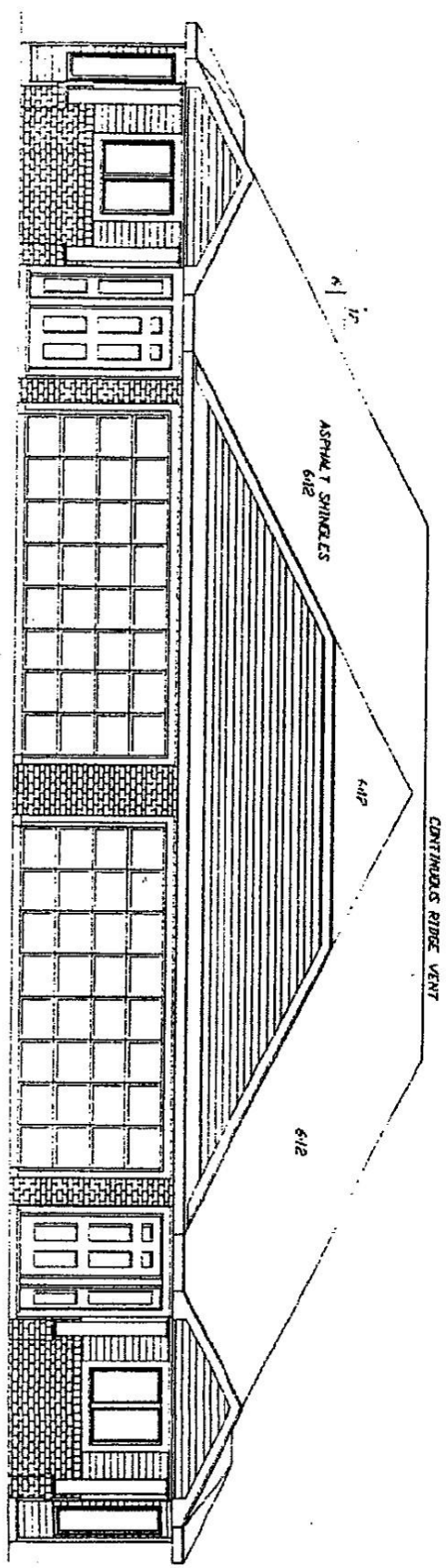
1  
4  
1/8" = 1'-0" LEFT ELEVATION



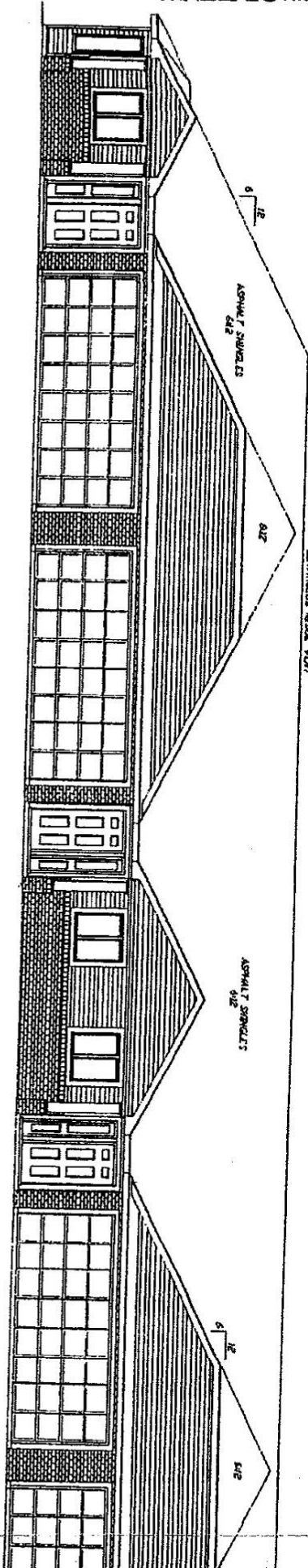
1  
4  
1/8" = 1'-0" RIGHT ELEVATION



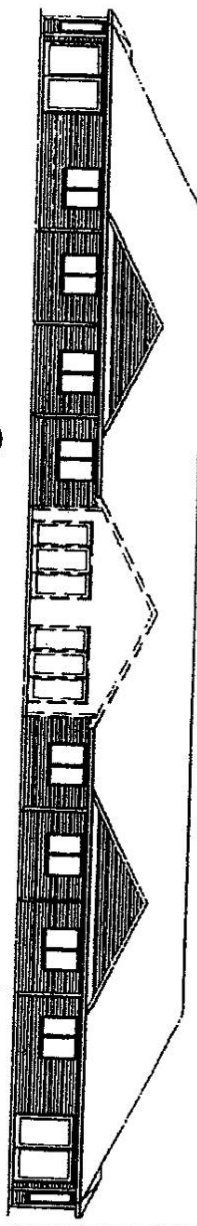
1  
4  
1/8" = 1'-0" REAR ELEVATION



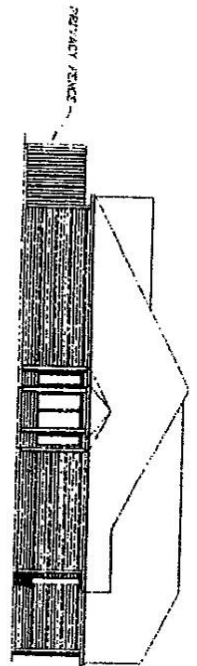
1  
4  
1/8" = 1'-0" FRONT ELEVATION



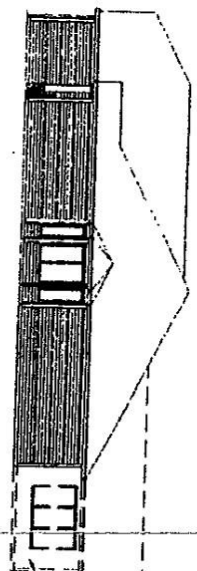
1 FRONT ELEVATION



1 REAR ELEVATION



1 LEFT ELEVATION



1 RIGHT ELEVATION

BYLAWS OF HIGH VIEW ESTATES CONDOMINIUM ASSOCIATION

High View Estates Condominium Association shall be governed by the Declaration of HIGH VIEW ESTATES CONDOMINIUMS, the following By-Laws and the Condominium Ownership Act, chapter 703, Wisconsin Statutes:

1. FORM. High View Estates Condominium Association shall be and is hereby declared to be an unincorporated association which shall be hereafter called "The Association".

2. MEMBERSHIP AND VOTING RIGHTS. Each owner at the time of purchase of a unit, shall become a member of The Association. Initially, there shall be thirty-four (34) members, with the owners of each unit having but one vote for each unit owned. There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the unit owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the owner or one of the group composed of all of the owners of a unit ownership, or may be some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board of Directors of The Association, and shall be revocable at any time by actual notice to the Board of Directors of the death or judicially declared incompetence of any designator, or by written notice to the Board of Directors of The Association by the owner or owners. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy.

As and if Declarant adds all or portions of the expansion property, as defined in the declaration, the number of units shall increase by the number of units added subject to the declaration, not to exceed a total of seventy-four (74) units. At the time of recording of the addition, and from time to time at the recording of each addition to the declaration, the percentage interest of each member shall decrease so that each unit owner or owners has one vote or interest over the total number of units.

Declarant's obligation to pay condominium dues on units under construction or not yet commenced, on the initial or expansion property, does not commence until completion

of construction of the units.

3. CUMULATIVE VOTING. In all matters wherein the unit owners vote on any issue, each voting member shall be entitled to a vote on a cumulative voting basis.

4. ANNUAL MEETINGS. The initial meeting of the voting members shall be held within thirty (30) days after Declarant has sold the sixth unit constructed on the property pursuant to the Declaration of Condominium but not later than one year from the date of the recording of these By-Laws. Written notice to all unit owners of the initial meeting shall be given at least ten (10) days before the initial meeting. Declarant shall have one vote for each unit owned. This initial meeting shall be referred to as the first annual meeting.

5. SPECIAL MEETINGS. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, the By-Laws or any other matter, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meeting shall be called by written notice, authorized by a majority of the Board of Directors of The Association, or by the voting members having one-fourth of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

6. NOTICE OF MEETING. The notice of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him or her to the Board of Directors.

7. PLACE OF MEETING. Meetings of the voting members shall be held at the property or at such other place in St. Croix County, Wisconsin, as may be designated in the notice of meeting.

8. QUORUM, MAJORITY VOTE. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

9. ADJOURNMENT OF MEETING. If any meeting of the voting members cannot be held because a quorum has not attended, a majority of the voting members who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time for a period not exceeding seven days in any one case.

10. NUMBER AND QUALIFICATIONS OF BOARD OF DIRECTORS. The administration and direction of the property shall be vested in the Board of Directors (hereinafter sometimes called the "Board") consisting initially of three persons who shall be elected in the manner hereinafter provided. Each member of the Board of Directors shall be one of the owners or a spouse of an owner; provided, however, that in the event an owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board of Directors. When and if the Declarant adds additional units from the expansion property, the number of persons on the board of directors shall increase by one person for each fifteen (15) units, or part thereof. After all of the expansion property has been added to the initial property or upon expiration of ten years, whichever is sooner, the number of persons constituting the Board of Directors may be amended as provided herein.

11. POWERS OF THE BOARD OF DIRECTORS. Administration of the High View Estates Condominium Association shall be delegated and is the responsibility of the Board of Directors. The Board of Directors shall have the power and authority to do all things necessary to administer said association, including the specific duties hereafter set forth. Nothing herein, however, shall diminish the power of the voting members to direct or overturn the decision of the Board of Directors.

12. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors for the benefit of all of the owners shall acquire and pay for, out of maintenance hereafter provided for, the following:

(a) Property Insurance. A policy or policies of insurance insuring the common elements and facilities and the units against loss or damage by the perils of fires, lightning and those contained in the extended coverage, vandalism and malicious mischief endorse-

ments, for the full insurable replacement value of the common elements and facilities and the units written in the name of, and the proceeds thereof shall be payable to The Association. Said policy or policies shall provide for separate protection for each unit and its attached, built-in or installed fixtures and equipment to the full insurable replacement value thereof, and a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit, if any. Prior to obtaining any such policy or policies of insurance or any renewal thereof, the Board of Directors may obtain appraisals from a qualified appraiser for the purpose of determining the full replacement value of the common elements or facilities and the units for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses.

(b) Liability Insurance. Comprehensive public liability and property damage insurance in such limits as the Board of Directors shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees and the declarant from any liability in connection with the common elements and facilities or the streets or sidewalks adjoining the property. Such insurance coverage shall also cover cross liability claims of one insured against another.

(c) Workmen's Compensation Insurance. Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board of Directors in its judgment shall elect to effect.

(d) Employees. The services of any person or firm employed by the Board of Directors.

(e) Maintenance of Common Elements and Facilities. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common elements and facilities, and such furnishings and equipment for the common elements and facilities as the Board of Directors shall determine are necessary and proper.

(f) Maintenance of Property. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation

of the property as a first class condominium building or for the enforcement of these restrictions.

(g) Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board of Directors constitute a lien against the property or against the common elements and facilities, rather than merely against the interests therein of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board of Directors by reason of said lien or liens shall be specially assessed to said owners.

(h) Maintenance of Individual Units. Maintenance and repair of any unit if such maintenance or repair is necessary, in the discretion of the Board of Directors, to protect the common elements and facilities, or any other portion of the building, and an owner of any unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board of Directors to said owner, provided that the Board of Directors shall levy a special assessment against such owner for the cost of said maintenance or repair.

(i) Right of Inspection. The Board of Directors or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Board of Directors is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Board of Directors at the expense of the maintenance fund.

(j) Limitation. The Board of Director's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the common elements and facilities (other than for purposes of replacing or restoring portions of the common elements and facilities, subject to all the provisions of this Declaration) requiring an expenditure in excess of two thousand five hundred (\$2,500.00) dollars, without in each case the prior approval of the voting members holding two-thirds of the total votes.

(k) Execution of Contracts. All agreements, contracts, deeds, leases, and vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board of Directors in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board of Directors, such documents shall be signed by the Treasurer and countersigned by the President of the Board of Directors.

(1) Rules and Regulations. The Board of Directors, at the direction of the voting members having two-thirds of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the property, and for the health, comfort, safety, and general welfare of the owners and occupants of the property. Written notice of such rules and regulations shall be given to all owners and occupants and the entire property shall at all times be maintained subject to such rules and regulations.

(m) Concessions. The Board of Directors, by vote of at least two-thirds of the persons on the Board, shall have the authority to lease or to grant licenses or concessions with respect to any part of the common elements and facilities, subject to the terms of the Declaration. Nothing hereinabove contained shall be construed to give the Board of Directors authority to conduct an active business for profit on behalf of the owners or any of them.

13. ELECTION. The Board of Directors shall elect at its organization meeting each year from among its members as provided herein, a President, a Secretary, a Treasurer, and such additional officers as the Board of Directors shall see fit to elect.

14. REMOVALS. Any member of the Board of Directors may be removed from office by an affirmative vote of the voting members having at least two-thirds of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a member of the Board of Directors removed may be elected by the voting members at the same meeting or at any subsequent meeting called for that purpose.

X 15. REMOVAL OF OFFICERS. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, a successor may be elected at any regular meeting of the Board, at any special

meeting of the Board called for such purpose.

16. VACANCIES. Vacancies in the Board of Directors shall be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose.

17. PRESIDENT. The president shall be the chief executive officer. He shall preside over the meetings of the Board of Directors and of the unit owners. In general, he or she shall have all the powers and duties incident to the office of President, including, but not limited to, the power to appoint committees from among the unit owners any committee which he or she decides is appropriate to assist in the direction and administration of the property.

18. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the unit owners. In general, he shall perform all the duties incident to the office of Secretary.

19. TREASURER. The Treasurer shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of The Association, or the managing agent, and such depositories as may from time to time be designated by the Board of Directors. In general, he or she shall perform all the duties incident to the office of Treasurer.

20. COMPENSATION OF OFFICERS. Officers shall receive no compensation for their services, unless expressly allowed by The Association.

21. MANAGING AGENT. The Association, acting through the Board of Directors, may delegate all or any portion of its authority to manage the property and to provide for reasonable compensation of such manager or managing agent. The initial management agent is declarant. This initial management agent contract is on a month to month basis, and may be canceled, renewed or renegotiated by the Board after declarant turns control of The Association over to the unit owners as provided in 5 above, or as otherwise provided in the Declaration of Condominium.

22. MINUTES. The Board of Directors shall keep minutes of its proceedings.

23. AMENDMENTS. These By-Laws may be amended at any time, by a vote of seventy-five (75) percent of the unit's owners, but no amendment shall be inconsistent with the provisions of Chapter 703 of the Wisconsin Statutes, and no amendment adopted by fewer than 100% of the unit owners shall be inconsistent with any provision of the Declaration which can only be amended with the approval of no fewer than 100% owners of the units.

END OF BY-LAWS OF HIGH VIEW ESTATES CONDOMINIUM ASSOCIATION

This document was drafted by Robert F. Wall, 522 Second Street, Hudson, WI 54016.

[hvcbyl.qw]3derrick1rfw

1107

VOL 2389 PAGE 443

737497

KATHLEEN H. WALSH  
REGISTER OF DEEDS  
ST. CROIX CO., WI

RECEIVED FOR RECORD

08/26/2003 09:30AM

COVENANTS  
EXEMPT #

REC FEE: 15.00  
TRANS FEE:  
COPY FEE:  
CC FEE:  
PAGES: 3

**UNANIMOUS CONSENT  
OF BOARD OF DIRECTORS OF  
HIGH VIEW ESTATES CONDOMINIUM ASSOCIATION  
FOR ADDITIONAL COVENANT FOR  
HIGH VIEW ESTATES CONDOMINIUM  
AS AMENDED AND  
HIGHVIEW ESTATES CONDOMINIUM P U D PHASE 2**

*Remington Law Office  
P O Box 177  
New Richmond WI 54017*

- PINs: 261-1257-10; 20; 30; 40; 50; 60; 70; 80; 90;
- 261-1258-00; 10; 20; 30; 40; 50; 60; 70; 80; 90;
- 261-1259-00; 10; 20; 30; 40; 50; 60; 70; 80; 90;
- 261-1269-00; 10; 20; 30; 40;
- 261-1261-15-001; 15-002; 16-001; 16-002;
- 261-1261-17-001; 17-002; 18-001; 18-002;
- 261-1261-19-001; 19-002; 20-001; 20-002;
- 261-1261-21-001; 21-002; 22-001; 22-002;
- 261-1261-23-001; 23-002; 24-001; 24-002;
- 261-1261-25-001; 25-002; 26-001; 26-002;
- 261-1261-27-001; 27-002; 28-001; 28-002;
- 261-1261-29-001; 29-002; 30-001; 30-002;
- 261-1261-31-001; 31-002; 32-001; 32-002;
- 261-1261-33-001; 33-002; 34-001; 34-002

RE: Units 1A, 1B, 1C, 1D, 2A, 2B, 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4D, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B, 19A, 19B, 20A, 20B, 21A, 21B, 22A, 22B, 23A, 23B, 24A, 24B, 25A, 25B, 26A, 26B, 27A, 27B, 28A, 28B, 29A, 29B, 30A, 30B, 31A, 31B, 32A, 32B, 33A, 33B, 34A and 34B of the High View Estates Condominium, St. Croix County, Wisconsin.

This additional covenant made under authority of the Condominium Declaration of High View Estates Condominium ("Declaration") is made this 17<sup>th</sup> day of July, 2003.

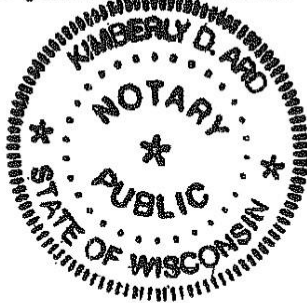
WHEREAS, the Declaration dated October 23, 1995, was recorded in the St. Croix County Register of Deeds Office in Volume 1145 at page 414 as Document No. 535322. The Declaration created the High View Estates Condominium Association, an unincorporated association of unit holders ("Association").



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

Personally came before me this 17<sup>th</sup> day of July, 2003, the above named Dennis G. Holtz and Bernard Lyksett to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Kimberly D. Ard  
Kimberly D. Ard  
Notary Public, State of Wisconsin  
My Commission Expires: June 19, 2005



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

Personally came before me this 21<sup>st</sup> day of July, 2003, the above named Kurt Estensen to me known to be the person who executed the foregoing instrument and acknowledge the same.

Stephanie A. Desino  
Stephanie A. Desino  
Notary Public, State of Wisconsin  
My Commission Expires: January 30, 2005

**STEPHANIE A. DESINO**  
Notary Public-State of Wisconsin

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

Personally came before me this 29<sup>th</sup> day of July, 2003, the above named Ruth J. Refsnider to me known to be the person who executed the foregoing instrument and acknowledge the same.

Stephanie A. Desino  
Stephanie A. Desino  
Notary Public, State of Wisconsin  
My Commission Expires: January 30, 2005

**STEPHANIE A. DESINO**  
Notary Public-State of Wisconsin

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

Personally came before me this ~~27<sup>th</sup>~~ <sup>August</sup> day of July, 2003, the above named Kenneth Stacken to me known to be the person who executed the foregoing instrument and acknowledge the same.

Stephanie A. Desino  
Notary Public, State of Wisconsin  
My Commission Expires: January 30, 2005

**STEPHANIE A. DESINO**  
Notary Public-State of Wisconsin

THIS DOCUMENT DRAFTED BY:  
Judith A. Remington, #1016706  
REMINGTON LAW OFFICES  
P.O. Box 177  
New Richmond, WI 54017  
Telephone: (715) 246-3422

## AMENDMENTS OR ADDITIONS TO BY-LAWS CONDO ASSOCIATION

Few notes of interest

### **Revised and re-organized in 2019 -- See page 32 (AMENDMENTS OR ADDITIONS TO DECLARATION OR BYLAWS AND GENERAL MEETING MOTIONS, ETC)**

1. May 18, 1998 – Motion passed to allow planting of not more than two shade trees to cover the intense west side sun. Planting is also allowed in between units by the bay windows for more privacy.
2. July 1, 1999 – Members voted to allow planting of flower beds on the back of their unit next to the cement slab.
3. August 10, 1999 – Members voted to accept only those porch additions that were built by Derrick construction.
4. October 14, 1999 – Report made that awnings were not covered under the association insurance policy. If damaged, the owner is liable.

Motion passed stating that unit owners may vote either by proxy or by absentee ballot if necessary.

Motion passed that condominium fees will be waived for the three elected officers.

Motion passed to allow Mike Tjader to plant some four foot high bushes in the back of his unit.

5. May 4, 2000 – Motion passed to allow the installation of motion light on the patio wall.
6. May 2, 2001 – Members were asked to report any damage of their units to the Board. The board will be responsible for obtaining quotes for repairs. If this procedure is not followed, the member will be responsible for the cost of the repair.
7. August 1, 2001 – Report made by Dave Berkholder from Dowd Reliance stating the insurance contract covers all property of the association, all the buildings, and liability for accidents on the common areas. Some examples of coverage included fire, wind, hail, lightening, vandalism, building collapse, bursting pipes, toilet over flow. It does not cover such things as floods, earthquakes, war, nuclear explosion, sewer backup, wear, tear and mechanical breakdown of appliances, air conditioners, furnaces, etc...

The association insurance only covers the structure of the building as it was built. Each unit owner should also have their own condo owner's insurance policy to cover their personal property, furniture, clothing, any betterment (expensive or valuable wallpaper, paint, lighting fixtures, drapery, etc) and additional personal liability.

Regarding what constituted an incident where the condo association insurance was liable and an incident where the homeowner's insurance was liable, Berkholder felt that a safe defining point would be that damages which occur from the outside in would be covered by the condo association policy. Damages which occur from the inside out would be covered by the homeowner's policy. However, each incident would have to review on its merits.

8. October 10, 2001 – Motion was passed to raise condo dues to \$60 per month starting January 1, 2002
9. May 8, 2002 – combination storm doors similar in appearance to the full glass storm doors were approved as they are more users friendly.

Motion passed to disallow any unusual additions or extensions to the gutters that would change the exterior appearance of the unit.

10. July 17, 2003 – Additional covenant and restriction added to High View Estate Association:

“No unit owner shall lease a unit to a person who is not an immediate member of the family (parent or child) without notification to and the express approval of the Board of Directors. If the proposed approval is not given, no lease shall be made. Any lease purported to be made in contravention of these provisions, shall confer no title, interest or right to possession on any prospective lessee. All units leased in contravention of this covenant as of February 1, 2003, shall be considered legal non-conforming use; provided, however, that if the unit is not rented continuously for a period of three months, the unit loses its legal non-conforming status and the unit shall be immediately brought into compliance with this covenant.

11. May 16, 2005 – Motion passed to raise condo dues to \$70.00 per month beginning July 1, 2005. Committee was appointed to research the cost of long range repairs.

Motion passed to allow the summertime use of portable gazebos on cement patios.

It was agreed that homeowners were to replace any bushes that do not survive in the rocks surrounding the condos.

12. October 18, 2007 – Motion passed to raise condo dues to \$75.00 per month beginning January 1, 2008.

13. April 22, 2008 any checks returned to the Association will be charged the fee from the bank.

14. May 14, 2009 – Motion passed to add a late Fee's – Dues are due on the first day of the month. A \$5.00 late fee will be assessed to accounts not paid by the 20<sup>th</sup> day of the month. If the account remains unpaid on the first day of the following month, the late fee will be increased to \$10. The late fee will be assessed on each unpaid monthly dues amount until the account is paid in full. On the fourth month of unpaid dues a lien will be filed against the property.

15. May 14, 2009 – Motion passed to wording on foreclosures – Highview Condo association will not cover or pay for any interior repairs or damage done on units that are foreclosed. These damages or repair will be the sole responsibility of lender or purchaser of said property.

16. May 18, 2010 – Motion passed to increase due's by \$5 raising it to \$80.00 per month starting July 1, 2010.

17. May 23, 2013 – Motion made to increase due's by \$15 with \$10 going into a saving account for future expenses this would be effective July 1, 2013. Motion passed 22 yes to 19 no.

18. May 21, 2015 - Motion passed to increase dues by \$5 raising dues to \$100 per month starting July 1, 2015. Motion passed 36 yes to 10 no.

19. Oct 23, 2017 – Motion passed to increase dues by \$10 raising dues to \$110 per month starting January 1, 2018. Motion passed 45 yes to 11 no.

AMENDMENTS OR ADDITIONS TO DECLARATION OR BYLAWS  
AND GENERAL MEETING MOTIONS, ETC.

**BY-LAW, COVENANT CHANGES:**

July 17, 2003 Additional covenant and restriction added to High View Estate Association:

“No unit owner shall lease a unit to a person who is not an immediate member of the family (parent or child) without notification to and the express approval of the Board of Directors. If the proposed approval is not given, no lease shall be made. Any lease purported to be made in contravention of these provisions shall confer no title, interest or right to possession on any prospective lessee. All units leased in contravention of this covenant as of February 1, 2003 shall be considered a legal non-conforming use; provided, however, that if the unit is not rented continuously for a period of three months, the unit loses its legal non-conforming status and the unit shall be immediately brought into compliance with this covenant.

**LANDSCAPING:**

May 18, 1998 - Motion passed to allow planting of not more than two shade trees to cover the intense west side sun. Planting is also allowed in between units by the bay windows for more privacy.

July 1, 1999 - Motion passed to allow planting of flower beds on the back of a unit next to cement slab.

October 14, 1999 - Motion passed to allow Mike Tjader to plant some four-foot high bushes in back of his unit.

May 16, 2005 - Motion passed that homeowners were to replace any bushes that do not survive in the rocks surrounding the condos.

**CHANGES/DAMAGE TO OUTSIDE OF UNITS:**

August 10, 1999 - Motion passed to accept only those porch additions that were built by Derrick Construction.

May 4, 2000 - Motion passed to allow the installation of a motion light on the patio wall.

May 2, 2001 - Members are asked to report any damage of their units to the Board. The Board will be responsible for obtaining quotes for repairs. If this procedure is not followed, the member will be responsible for the cost of the repair.

May 8, 2002 - Motion passed to accept combination storm doors similar in appearance to the full glass storm doors as they are more user friendly.

- Motion passed to disallow any unusual additions or extensions to the gutter that would change the exterior appearance of the unit.

May 16, 2005 - Motion passed to allow the summertime use of portable gazebos on cement patios.

**INSURANCE COVERAGE:**

October 14, 1999 - Report made that awnings were not covered under the association insurance policy. If damaged, the owner is liable.

August 1, 2001 - Report made by Dave Berkholder from Dowd Reliance stating the insurance contract covers all property of the association, all the buildings and liability for accidents on the common areas. Some examples of coverage included fire, wind, hail, lightning, vandalism, building collapse, bursting pipes, toilet over flow. It does not cover such things as floods, earthquakes, war, nuclear explosion, sewer backup, wear, tear and mechanical breakdown of appliances, air conditioners, furnaces, etc.

Association insurance only covers the structure of the building as it was built. Each unit owner should also have their own condo owner's insurance policy to cover their personal property, furniture, clothing, any betterments (expensive or valuable wallpaper, paint, lighting fixtures, drapery, etc.) and additional personal liability.

Regarding what constituted an incident where the condo association insurance was liable and an incident where the homeowner's insurance was liable, Berkholder felt that a safe defining point would be that damages which occur from the outside in would be covered by the condo association policy. Damages which occur from the inside out would be covered by the homeowner's policy. However, each incident would have to review on its merits.

### **PROCEDURE, ETC.:**

October 14, 1999 - Motion passed stating that unit owners may vote either by proxy or by absentee ballot if necessary.

- Motion passed that condominium fees will be waived for the three elected officers.

May 16, 2005 – Committee was appointed to research long range repairs.

### **PROCEDURE – FORECLOSURE**

May 14, 2009 – Motion passed to wording on foreclosures – High View Condo Association will not cover or pay for any interior repairs or damage done on units that are foreclosed. These damages or repair will be the sole responsibility of lender or purchaser of said property.

### **ASSOCIATION DUES AND LATE FEES:**

October 10, 2001 – Motion was passed to raise condo dues to \$60 per month starting January 1, 2002.

May 16, 2005 – Motion passed to raise condo dues to \$70 per month beginning July 1, 2005.

October 18, 2007 – Motion passed to raise condo dues to \$75 per month beginning January 1, 2008.

**April 22, 2008 – Any checks returned to the Association will be charged the fee from the bank.**

**May 14, 2009 – Motion passed to add a late fee – Dues are due on the first day of the month. A \$5.00 late fee will be assessed to accounts not paid by the 20<sup>th</sup> day of the month. If the account remains unpaid on the first day of the following month, the late fee will be increased to \$10.00. The late fee will be assessed on each unpaid monthly dues amount until the account is paid in full. On the fourth month of unpaid dues a lien will be filed against the property.**

May 18, 2010 – Motion passed to increase dues by \$5 raising it to \$80 per month starting July 1, 2010.

May 23, 2013 – Motion made to increase dues by \$15 with \$10 going into a savings account for future expenses. This would be effective July 1, 2013. Motion passed 22 yes to 19 no.

May 21, 2015 – Motion passed to increase dues by \$5 raising dues to \$100 per month starting July 1, 2015. Motion passed 36 yes to 10 no.

October 23, 2017 – Motion passed to increase dues by \$10 raising dues to \$110 per month starting January 1, 2018. Motion passed 45 yes to 11 no.

October 17, 2019 – Motion passed to increase dues by \$15 raising dues to \$125 per month starting January 1, 2020. Motion passed 38 yes to 13 no.