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Document Number

DECLARATION OF CONDOMINIUM

Document Title

OUTAGAMIE COUNTY
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Recording Area

Name and Return Address

UECKER DEVELOPMENT, LLC
2231 Elmview Drive
Appleton, WI 54915

pd
33.00

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DECLARATION OF CONDOMINIUM
CREATING
FALL CREEK CONDOMINIUMS, APPLETON, WISCONSIN

KNOW ALL MEN BY THESE PRESENTS, that Uecker Development LLC, a Wisconsin limited liability company, hereinafter called "Declarant", whose business address is 2231 Elmview Drive, Appleton, Wisconsin 54915, is the owner in fee simple of certain real estate hereinafter described, located in the City of Appleton, Outagamie County, Wisconsin, and is developing the same as a condominium. The condominium consists of twenty buildings and attached garages with two dwelling units in each of the buildings.

Declarant does hereby submit the following described property and the improvements erected and to be erected thereon, to the provisions of the Condominium Ownership Act as set forth in Chapter 703 of the Wisconsin Statutes and does hereby establish a condominium to be known as Fall Creek Condominiums.

1. DESCRIPTION OF THE LAND. The land which the Declarant does hereby submit to the condominium declaration is described as:

Lots 1 through 20, Fall Creek Plat, City of Appleton, Outagamie County,
Wisconsin.

A survey of the land subject to this declaration which also shows the location of the land and building location is attached hereto as Exhibit "A".

2. DESCRIPTION OF BUILDINGS. The condominium consists of forty units in twenty buildings, two units per building. Each unit is of frame construction with a basement, the location and shape of which are set forth on the survey attached as Exhibit "B." The general description of each unit including the perimeters and locations are set forth on the floor plans attached and identified as Exhibit "B". Declarant reserves the right to alter the design, construction and location of any of the units to be constructed. Declarant shall have the right to amend this declaration at its sole discretion, including the recording of a plat of survey or plans depicting the layout, location, unit numbers and dimensions of the units as finally located and erected.

3. DESCRIPTION OF INDIVIDUAL UNITS. Each unit shall contain approximately 1720 square feet exclusive of the garage and basement areas with a living room, dining room, kitchen, two bedrooms, one and one-half baths, four-seasons room and attached garage. The boundaries of each unit shall be the interior surfaces of all exterior walls, the interior surface of the common wall between the units, the interior surface of the basement floor, the interior surfaces of the ceilings and the interior surfaces of all exterior doors and windows. A unit shall also include all ducts, electrical wiring and outlets in conduits, plumbing fixtures and heating and air conditioning units contained therein to the extent that such items serve only the particular unit in which they are contained.

The forty units will be placed on Lots 1 through 20, Providence Trails with unit numbers corresponding to the lot numbers and have the following addresses:

<u>Lot/Unit #</u>	<u>Street Address</u>
101	3301 Glory Lane
102	3303 Glory Lane
201	4741 Providence Avenue
202	4743 Providence Avenue
301	4733 Providence Avenue
302	4735 Providence Avenue
401	4725 Providence Avenue
402	4727 Providence Avenue
501	4717 Providence Avenue
502	4719 Providence Avenue
601	4709 Providence Avenue
602	4711 Providence Avenue
701	3302 Fall Creek Lane
702	3304 Fall Creek Lane
801	3312 Fall Creek Lane.
802	3314 Fall Creek Lane
901	4708 Fall View Lane
902	4710 Fall View Lane
1001	4716 Fall View Lane
1002	4718 Fall View Lane
1101	4724 Fall View Lane
1102	4726 Fall View Lane
1201	4732 Fall View Lane
1202	4734 Fall View Lane
1301	4740 Fall View Lane
1302	4742 Fall View Lane
1401	4800 Fall View Lane
1402	4802 Fall View Lane
1501	4801 Fall View Lane

1502	4803 Fall View Lane
1601	4739 Fall View Lane
1602	4741 Fall View Lane
1701	4731 Fall View Lane
1702	4733 Fall View Lane
1801	4725 Fall View Lane
1802	4723 Fall View Lane
1901	4715 Fall View Lane
1902	4717 Fall View Lane
2001	4707 Fall View Lane
2002	4709 Fall View Lane

4. DESCRIPTION OF COMMON AREAS. The common areas shall consist of all of the improvements and appurtenances to this condominium except the individual condominiums as defined herein.

Each unit owner shall have a valid exclusive easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, erection of non-bearing partition walls and the like where the space between the walls may be necessary for such use providing that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing or fireproofing of common walls between the units, and providing further that the common area and facilities be restored to their former condition by the unit owner at its sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utilities services.

5. LIMITED COMMON AREAS. A portion of the common areas are designated as "limited common areas". Such limited common areas consist of all porches, patios, walks, driveways, parking, landscaping and such other limited common areas as identified in Exhibit A. Such limited common areas shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant as shown in Exhibits A and B, or to which they are assigned.

Each unit owner may use and maintain a portion of the limited common area appurtenant to his unit as a garden, subject to the Bylaws and rules and regulations governing the location, size, construction, use and maintenance of such gardens.

The manner and use of the limited common areas shall be governed by the Bylaws and such rules and regulations as may be established by the Association of Unit Owners.

6. SANITARY AND STORM SYSTEMS. Units 101 through 802 share a sanitary system and sewer system and Units 1401 through 2002 share a storm system. The future maintenance of the sanitary system and storm system shall be a common expense for the entire condominium and the Association of Unit Owners shall be responsible for any maintenance concerning the shared sanitary

system and storm system. The expense of maintenance may be included as a yearly expense to the owners of the condominium.

7. PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS. The percentage of interest of ownership in the common elements, the liability for common expenses, and the rights to common surpluses appurtenant to each unit shall be equally divided with each unit being responsible for an equal percentage. At such time as all 40 units are conveyed, each unit shall have an ownership interest and liability for common expenses and the rights to common surpluses equal to 1/40. Prior to the sale of all forty units, the developer/builder is responsible for the actual expenses related to any vacant lots, condominiums under construction and any unsold completed units. Once a unit is completed and conveyed (sold), it will become part of Fall Creek Condominium Association. Expenses incurred on behalf of the sold units will be assessed equally among the sold units.

Unit owners of the units shall have one vote for each unit owned.

8. USE OF UNITS AND OWNERS RESPONSIBILITIES. The buildings and the units therein contained are intended for and restricted exclusively to residential use as the same is defined by the City of Appleton Zoning Code. A unit owner is entitled to the exclusive ownership and possession of his unit.

i. It is intended and understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage or ownership interest in common elements.

ii. Each unit owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

iii. Each unit owner shall be responsible for his own insurance on the contents of his unit, the appurtenances, additions, and improvements thereto; decorating and furnishings and personal property therein; his personal property stored elsewhere on the property, and his liability insurance to the extent not covered by the fire and liability insurance for all of the unit owners obtained as part of the common expenses as provided in the Bylaws.

iv. Each unit owner shall be responsible for a proportionate share of the fire and extended coverage insurance on the building in this phase based on the value of the individual unit as that value may from time to time be determined by the Board of Directors. Each unit owner shall inform the Board of Directors of any modifications or improvements made by the unit owner which would increase the value of the unit and the owner's proportionate share of the fire and extended coverage insurance.

v. Each unit owner shall be responsible for other common expenses on the basis of their ownership in the common elements.

vi. Each unit owner shall be responsible for the maintenance, repair and replacement within his own unit, including but not limited to, all of the doors and windows appurtenant thereto and all internal installations such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, heating, plumbing and air conditioning fixtures, and any other utility service or facilities located within the unit boundaries.

9. ASSOCIATION OF UNIT OWNERS. Upon purchase, all unit owners are entitled to and are required to be members of the Association of Unit Owners to be known as "Fall Creek Condominiums Owners Association" (hereinafter referred to as "Association of Unit Owners"), which shall be responsible for carrying out the purpose of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Each unit owner and occupant of the units shall abide by, and be subject to, all the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association of Unit Owners. The Association of Unit Owners may be incorporated as a non-profit corporation under the laws of the State of Wisconsin.

10. EASEMENTS. Easements are hereby declared and granted for utility purposes as they may appear of record. The Declarant, prior to the creation of the Board of Directors of the Association of Unit Owners, and the Board of Directors thereafter may grant other and additional temporary or permanent easements for utilities and other purposes over, under, along and on any portion of said common elements, and each unit owner hereby grants the Declarant prior to the creation of the Board of Directors and the Board of Directors thereafter an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such unit owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls or grounds of the common areas and facilities, whether or not such walls or ground lie in whole or in part within the boundaries of individual grounds.

Declarant grants an easement for drainage purposes to the City of Appleton, a municipal corporation, Outagamie County, Wisconsin, its successors or assigns to construct, install, operate, repair and maintain facilities used for drainage storm water in, over, under, across, along their property shown within those areas of the condominium plat designated as a drainage easement. Over the Easterly 50 feet of the limited common areas of Units 1501 through 2002.

The easement to the City of Appleton, its successors or assigns shall be a permanent easement running with the land.

The Association of Unit Owners, its lessees, successors, heirs and assigns shall have full use and enjoyment of the property provided that such use does not interfere with the City of Appleton's

right to construct, install, operate, repair and maintain said facilities. Uses that are deemed specifically to interfere with the City of Appleton's right shall include, but are not necessarily limited, to the following activities.

- i. Mowing or removal or disturbance of vegetation.
- ii. Placement of structures.
- iii. Planting of trees, shrubs, grasses or other vegetation.
- iv. Placing of materials such as yard waste, herbicides, fertilizers or other chemicals which may have an adverse impact on the quality of stormwater runoff or vegetation.
- v. Removal or addition of earth materials or activities that cause or promote erosion of the land surface.
- vi. Granting of an easement or use to recipients other than the City of Appleton whose activities interfere with the City of Appleton's easement rights.
- vii. Stormwater runoff expense.

Fences may be installed by the Association of Unit Owners, provided that if such fences interfere with the City of Appleton's use of the drainage easement, said fence may be removed by the City of Appleton, its successors or assigns at the cost of the Association of Unit Owners.

11. RIGHT TO EXPAND. There will be no expansion of Fall Creek Condominiums.

12. DECLARANT'S RIGHTS. Until such time as the Board of Directors provided for in this Declaration is formed, and until thirty (30) days after Declarant shall have consummated the sale of units aggregating three-quarters (3/4) of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto, the Declarant, or its successor, or assigns, shall exercise the powers, rights, duties and functions of the Board of Directors and Association of Unit Owners; provided, however, that the Declarant may relinquish such said powers, rights, duties and functions at any time after consummating the sale of Units aggregating fifty-one percent (51%) of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto. Declarant shall interpret the foregoing.

Neither the Declarant, nor its representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Declarant's capacity as developer, contractor, owner, manager, or seller of the property, whether or not such claim shall be asserted by any owner, occupant, the Board of Directors or the Association of Unit Owners, or by any person or entity claiming through any of them. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any owner, occupant, the Board of Directors, the Association of Unit Owners, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the property, or by reason of the failure to function, or disrepair or any utility services (heat, air conditioning, electricity, gas, water, sewerage, etc.) In the event of any dispute, the Declarant, its successors or assigns, shall have the option to settle same

in full by repurchasing the unit from unit owner for a sum equal to unit owner's original purchase price plus an amount equal to two percent (2%) of said purchase price.

13. SERVICE OF PROCESS. Service of process shall be made upon Rick Uecker or Cindy Uecker at the address shown herein for the Declarant until the Board of Directors assumes the functions of the Board of Directors, at which time the Board of Directors of the Association of Unit Owners may designate some other person as its agent to accept service, which change may be made by a vote of the simple majority of a quorum present at any meeting of the Board of Directors.

14. DAMAGE OR DESTRUCTION. In the event of a partial or total destruction of a building or units, it or they shall be repaired or rebuilt as soon as practical and substantially to the same design, plan and specifications as originally built unless within 90 days of the date of damage or destruction by 75% vote of the Board of Directors it is determined not to rebuild or repair. In such event the provisions of 703.26 of the Wisconsin Statute shall be applicable.

The proceeds of any insurance provided by the affected building and collected for such damage or destruction shall be available for the purpose of repair or reconstruction. The individual unit owner shall be responsible for any actual repair or construction cost which exceed the proceeds of any insurance collected.

15. PERSONAL APPLICATION. The acceptance of a deed of conveyance or entering into occupancy of any unit shall constitute an acceptance of the provisions of this Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto. The provisions contained in such instruments shall be covenants running with the land, and shall bind any person having an interest of estate in such unit, as though such provisions were recited in full in each deed. The enforcement thereof may be by such judicial proceedings as the Board of Directors may deem appropriate as well as the provisions of the Wisconsin Condominium Act.

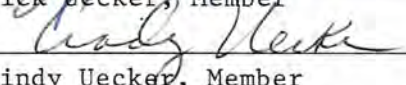
16. AMENDMENT TO DECLARATION. This Declaration may not be amended unless 3/4 of the unit owners and 3/4 of the mortgagees having an interest therein agree to such amendment by an instrument in writing duly recorded, except that prior to the first annual meeting of the members of the Association of Unit Owners, Declarant may amend this Declaration and the plat. A copy of such amendment shall be recorded with the Register of Deeds for Outagamie County, Wisconsin, and a copy of such amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association of Unit Owners.

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

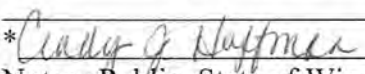
IN WITNESS WHEREOF, the said Declarant, owner of the property described, has caused this Declaration to be executed at Appleton, Wisconsin, this 17 day of October, 2002.

UECKER DEVELOPMENT LLC

By: 
Rick Uecker, Member

By: 
Cindy Uecker, Member

Subscribed and sworn to before me
this 17 day of October, 2002.

*

Notary Public, State of Wisconsin.

My commission expires April 25 2005

This instrument drafted by Attorney Larry Liebrecht.

EXHIBIT "A"

FALL CREEK CONDOMINIUMS

ALL OF LOTS 1-20, FALL CREEK, RECORDED AS DOCUMENT #478390, IN CARNETT B, PAGES 191-192 BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 7, TOWN 21 NORTH, RANGE 18 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

BEARINGS ARE REFERRED TO THE EAST LINE OF THE NORTHEAST 1/4, SECTION 7, RECORDED TO BEAR N 01°04'03" W

SCALE 1" = 100'

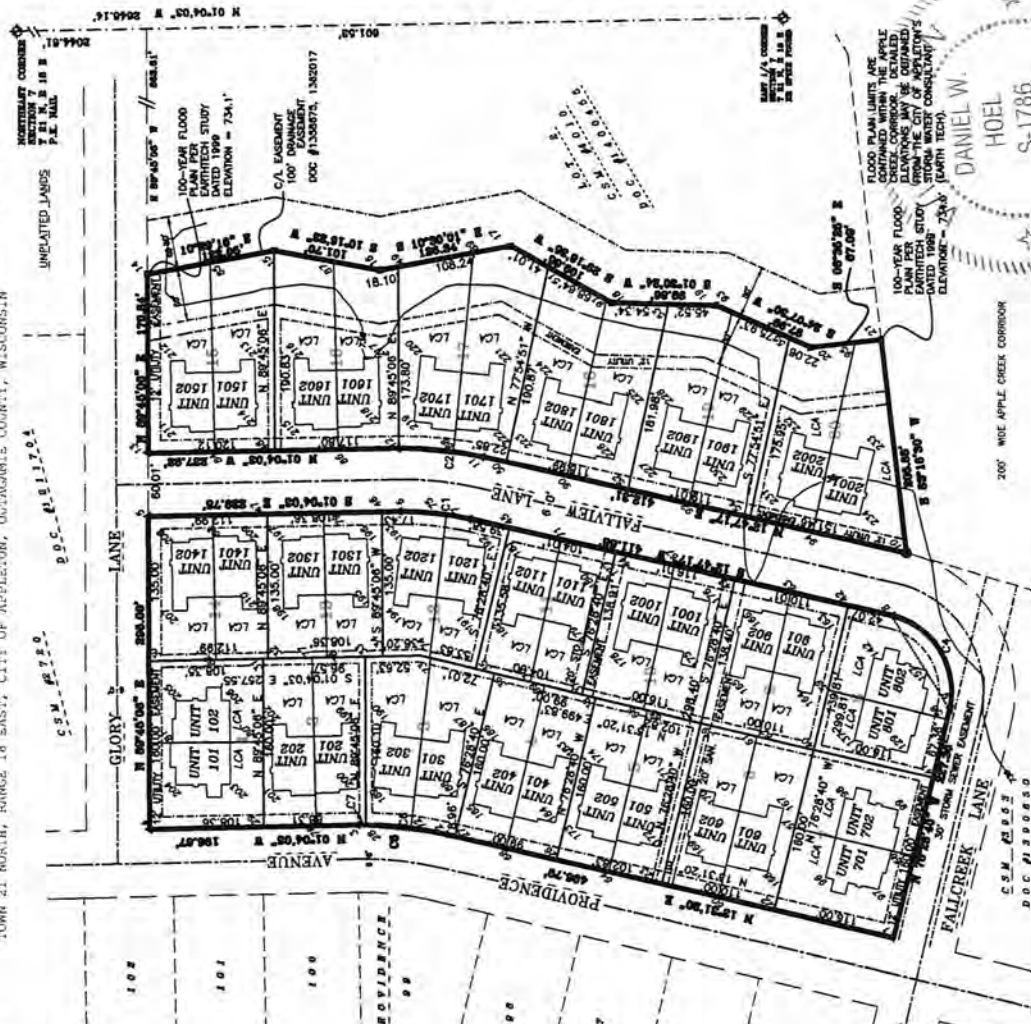
0 100 200

LEGEND

- 1" O.D. ROUND IRON PIPE FOUND (ALSO MARKED AT ALL OTHER LOT CORNERS)
- 1/4" O.D. STEEL REINFORCING BAR FOUND
- 1/4" O.D. STEEL REINFORCING BAR FOUND
- GOVERNMENT CORNER
- UTILITY EASEMENT (TYPICAL)

LIMITED COMMON AREAS ARE SHOWN THUS: LCA

THOSE SHALL BE SUCH PERMANENT EASEMENTS THROUGH AND OVER THE PROPERTY AND EACH UNIT THEREIN, INCLUDING BUT NOT LIMITED TO, INSTALLATION, MAINTENANCE, REPLACEMENT AND REPAIR OF THE COMMON AREA, UTILITIES, SEWERS AND OTHER UTILITIES.



CURVE	TABLE	DELTA	CHORD BEARING	CHORD
1	270.00'	013°51'20"	N 05°31'37.0" E	65.13'
2	330.00'	013°51'20"	N 05°31'37.0" E	79.61'
3	330.00'	090°44'03"	N 58°09'18.5" E	103.30'
4	333.00'	014°35'22"	N 06°13'38.5" E	84.53'
5	333.00'	001°25'16"	N 00°21'25.0" E	8.26'



200' WIDE APPLE CREEK CORRIDOR

100'-YEAR FLOOD ELEVATION = 734.1'

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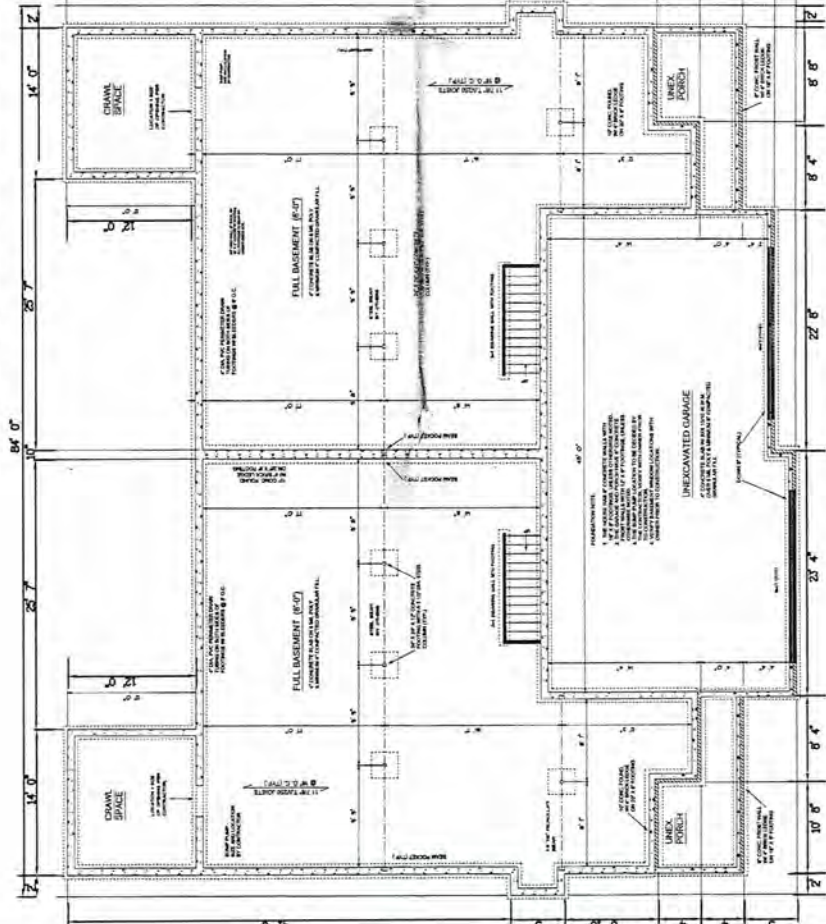
Continued relating boundary to building corners and limited common area

Line between units:

1	1000.000	1000.000	plat corner	49	1405.187	1405.187	plat corner
2	1424.679	1402.132	plat corner	50	1327.550	1421.864	plat corner
3	1408.000	1402.132	plat corner	51	1327.550	1402.132	plat corner
4	1408.000	1402.132	plat corner	52	1327.550	1402.132	plat corner
5	1408.000	1402.132	plat corner	53	1327.550	1402.132	plat corner
6	1408.000	1402.132	plat corner	54	1327.550	1402.132	plat corner
7	1408.000	1402.132	plat corner	55	1327.550	1402.132	plat corner
8	1408.000	1402.132	plat corner	56	1327.550	1402.132	plat corner
9	1408.000	1402.132	plat corner	57	1327.550	1402.132	plat corner
10	1408.000	1402.132	plat corner	58	1327.550	1402.132	plat corner
11	1408.000	1402.132	plat corner	59	1327.550	1402.132	plat corner
12	1408.000	1402.132	plat corner	60	1327.550	1402.132	plat corner
13	1408.000	1402.132	plat corner	61	1327.550	1402.132	plat corner
14	1408.000	1402.132	plat corner	62	1327.550	1402.132	plat corner
15	1408.000	1402.132	plat corner	63	1327.550	1402.132	plat corner
16	1408.000	1402.132	plat corner	64	1327.550	1402.132	plat corner
17	1408.000	1402.132	plat corner	65	1327.550	1402.132	plat corner
18	1408.000	1402.132	plat corner	66	1327.550	1402.132	plat corner
19	1408.000	1402.132	plat corner	67	1327.550	1402.132	plat corner
20	1408.000	1402.132	plat corner	68	1327.550	1402.132	plat corner
21	1408.000	1402.132	plat corner	69	1327.550	1402.132	plat corner
22	1408.000	1402.132	plat corner	70	1327.550	1402.132	plat corner
23	1408.000	1402.132	plat corner	71	1327.550	1402.132	plat corner
24	1408.000	1402.132	plat corner	72	1327.550	1402.132	plat corner
25	1408.000	1402.132	plat corner	73	1327.550	1402.132	plat corner
26	1408.000	1402.132	plat corner	74	1327.550	1402.132	plat corner
27	1408.000	1402.132	plat corner	75	1327.550	1402.132	plat corner
28	1408.000	1402.132	plat corner	76	1327.550	1402.132	plat corner
29	1408.000	1402.132	plat corner	77	1327.550	1402.132	plat corner
30	1408.000	1402.132	plat corner	78	1327.550	1402.132	plat corner
31	1408.000	1402.132	plat corner	79	1327.550	1402.132	plat corner
32	1408.000	1402.132	plat corner	80	1327.550	1402.132	plat corner
33	1408.000	1402.132	plat corner	81	1327.550	1402.132	plat corner
34	1408.000	1402.132	plat corner	82	1327.550	1402.132	plat corner
35	1408.000	1402.132	plat corner	83	1327.550	1402.132	plat corner
36	1408.000	1402.132	plat corner	84	1327.550	1402.132	plat corner
37	1408.000	1402.132	plat corner	85	1327.550	1402.132	plat corner
38	1408.000	1402.132	plat corner	86	1327.550	1402.132	plat corner
39	1408.000	1402.132	plat corner	87	1327.550	1402.132	plat corner
40	1408.000	1402.132	plat corner	88	1327.550	1402.132	plat corner
41	1408.000	1402.132	plat corner	89	1327.550	1402.132	plat corner
42	1408.000	1402.132	plat corner	90	1327.550	1402.132	plat corner
43	1408.000	1402.132	plat corner	91	1327.550	1402.132	plat corner
44	1408.000	1402.132	plat corner	92	1327.550	1402.132	plat corner
45	1408.000	1402.132	plat corner	93	1327.550	1402.132	plat corner
46	1408.000	1402.132	plat corner	94	1327.550	1402.132	plat corner
47	1408.000	1402.132	plat corner	95	1327.550	1402.132	plat corner
48	1408.000	1402.132	plat corner	96	1327.550	1402.132	plat corner
49	1408.000	1402.132	plat corner	97	1327.550	1402.132	plat corner
50	1408.000	1402.132	plat corner	98	1327.550	1402.132	plat corner
51	1408.000	1402.132	plat corner	99	1327.550	1402.132	plat corner
52	1408.000	1402.132	plat corner	100	1327.550	1402.132	plat corner
53	1408.000	1402.132	plat corner	101	1327.550	1402.132	plat corner
54	1408.000	1402.132	plat corner	102	1327.550	1402.132	plat corner
55	1408.000	1402.132	plat corner	103	1327.550	1402.132	plat corner
56	1408.000	1402.132	plat corner	104	1327.550	1402.132	plat corner
57	1408.000	1402.132	plat corner	105	1327.550	1402.132	plat corner
58	1408.000	1402.132	plat corner	106	1327.550	1402.132	plat corner
59	1408.000	1402.132	plat corner	107	1327.550	1402.132	plat corner
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61	1408.000	1402.132	plat corner	109	1327.550	1402.132	plat corner
62	1408.000	1402.132	plat corner	110	1327.550	1402.132	plat corner
63	1408.000	1402.132	plat corner	111	1327.550	1402.132	plat corner
64	1408.000	1402.132	plat corner	112	1327.550	1402.132	plat corner
65	1408.000	1402.132	plat corner	113	1327.550	1402.132	plat corner
66	1408.000	1402.132	plat corner	114	1327.550	1402.132	plat corner
67	1408.000	1402.132	plat corner	115	1327.550	1402.132	plat corner
68	1408.000	1402.132	plat corner	116	1327.550	1402.132	plat corner
69	1408.000	1402.132	plat corner	117	1327.550	1402.132	plat corner
70	1408.000	1402.132	plat corner	118	1327.550	1402.132	plat corner
71	1408.000	1402.132	plat corner	119	1327.550	1402.132	plat corner
72	1408.000	1402.132	plat corner	120	1327.550	1402.132	plat corner
73	1408.000	1402.132	plat corner	121	1327.550	1402.132	plat corner
74	1408.000	1402.132	plat corner	122	1327.550	1402.132	plat corner
75	1408.000	1402.132	plat corner	123	1327.550	1402.132	plat corner
76	1408.000	1402.132	plat corner	124	1327.550	1402.132	plat corner
77	1408.000	1402.132	plat corner	125	1327.550	1402.132	plat corner
78	1408.000	1402.132	plat corner	126	1327.550	1402.132	plat corner
79	1408.000	1402.132	plat corner	127	1327.550	1402.132	plat corner
80	1408.000	1402.132	plat corner	128	1327.550	1402.132	plat corner
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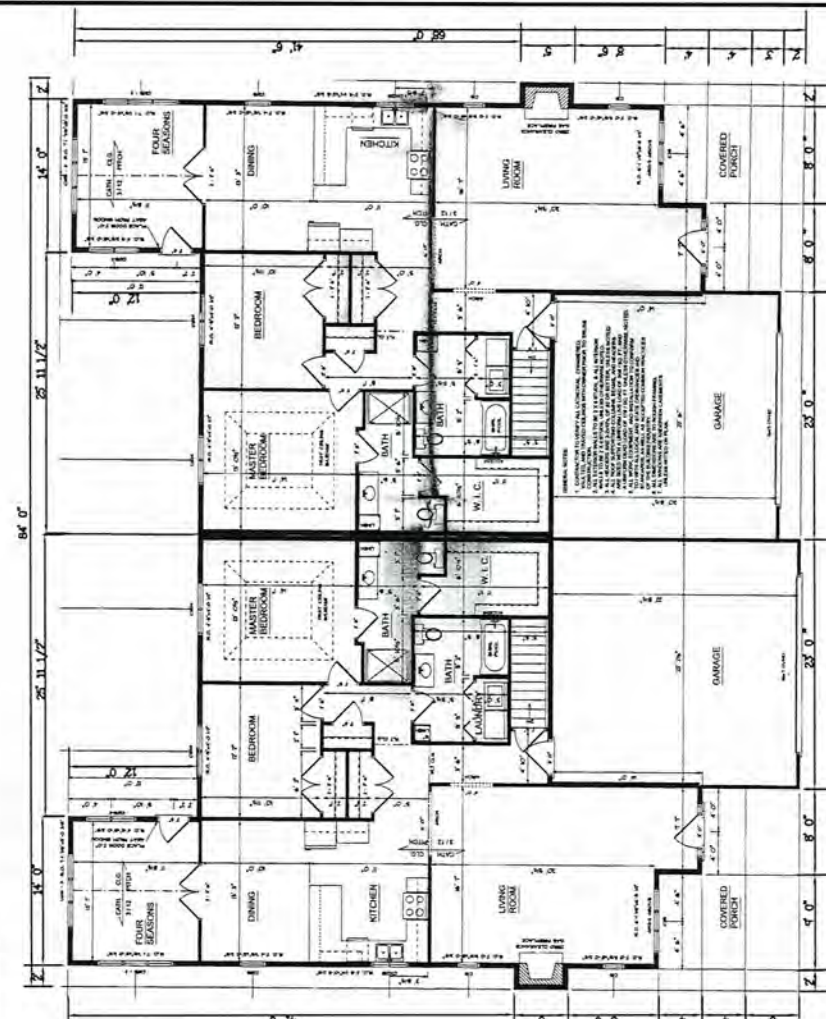
FALL CREEK CONDOMINIUMS

ALL OF LOTS 1-20, FALL CREEK, RECORDED AS DOCUMENT #1478291 IN CABINET B, PAGES 191-192 BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 7, TOWN 21 NORTH, RANGE 18 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN



FOUNDATION PLAN

UNITS 201, 301, 401, 501, 601, 901, 1001, 1101, 1201, 1301, 1401, 1501, 1601, 1701, 1801, 1901, 2001



FLOOR PLAN 1720 SQ.FT.PER SIDE

UNITS 202, 302, 402, 502, 602, 901, 1001, 1101, 1201, 1301, 1401, 1502, 1602, 1702, 1802, 1902, 2002

PREPARED BY



Martenson & Eisele, Inc.
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www.martenson-eisele.com
info@martenson-eisele.com

THIS INSTRUMENT DRAWN BY: PNC

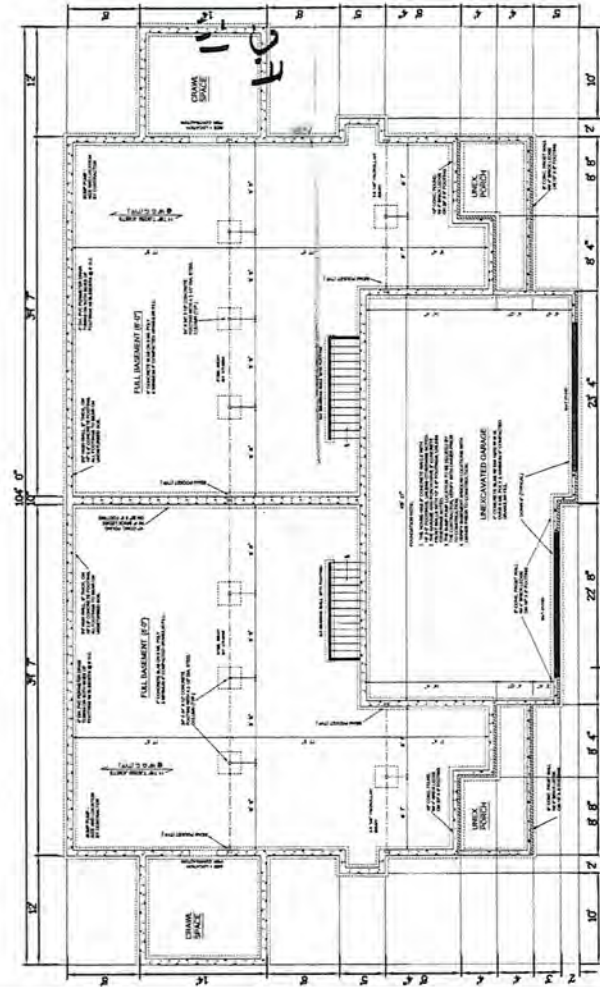
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SHEET 2 OF 3

Exhibit B

Exhibit B

FALL CREEK CONDOMINIUMS

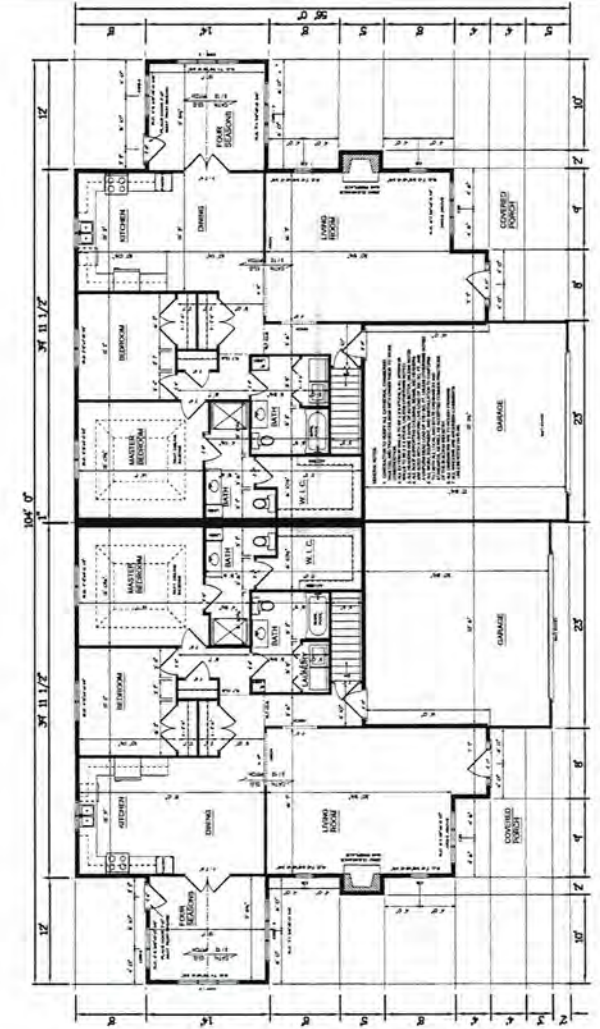
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FOUNDATION PLAN

UNITS
102, 701, 801

UNITS
101, 702, 802



FLOOR PLAN 1720 SQ.FT.PER SIDE

UNITS
102, 701, 801

UNITS
101, 702, 802

PREPARED BY
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DRAWING NO. 078-127
SHEET 3 OF 3
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THE BYLAWS
OF THE ASSOCIATION OF UNIT OWNERS
OF FALL CREEK CONDOMINIUMS

ARTICLE I

PLAN OF UNIT OWNERSHIP

SECTION 1 - APPLICABILITY: The provisions of these Bylaws are applicable to the Association of Unit Owners of Fall Creek Condominiums located in the City of Appleton, Outagamie County, Wisconsin, which property has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a Declaration recorded in the office of the Register of Deeds for Outagamie County, as provided in Section 703 of the Wisconsin Statutes and to the use and occupancy thereof.

SECTION 2 - ADMINISTRATION: The form of administration shall be an unincorporated association of the unit owners in this condominium. The affairs of the condominium shall be governed by the Board of Directors.

SECTION 3 - OFFICE: The office of the Condominium and the Association of Unit Owners shall be located at 2231 Elmview Drive, Appleton, Wisconsin 54915 or at such other place as the Board of Directors may decide.

ARTICLE II

ASSOCIATION OF UNIT OWNERS

SECTION I - MEMBERSHIP:

(a) All unit owners shall be members of the Association of Unit Owners. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit.

(b) Initial membership in the Association of Unit Owners shall be established by the recording of the Declaration in the office of the Register of Deeds for Outagamie County, Wisconsin. Transfer of membership in the Association of Unit Owners shall be established by the recording in the office of the Register of Deeds for Outagamie County a deed or other instrument establishing a change of record title to a unit and the delivery to the Association of Unit Owners of a certified copy of such instrument. The new owner designated by such instrument shall thereby become a member of the Association of Unit Owners and the membership of the prior owner shall thereby be terminated.

SECTION 2 - COMPOSITION AND POWERS: The Association of Unit Owners shall have all of the powers with respect to the operation and regulation of the condominium project conferred upon the Association of Unit Owners by the Declaration, these Bylaws and the Condominium Ownership Act of Wisconsin. Except as otherwise provided herein or in the Declaration, or the Condominium Ownership Act of Wisconsin, the acts, decisions and resolutions of the Association of Unit Owners shall be effective upon adoption by a vote of a majority of the owners.

SECTION 3 - SPECIAL MEETINGS: It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners owning a total of at least 25% of the common interest. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4 - NOTICE OF MEETINGS: The Secretary shall mail to each unit owner of record or cause to be delivered to each unit a notice of each annual or special meeting of the unit owners at least ten but not more than twenty days prior to such meeting stating the purpose thereof as well as the time and place it is to be held at the building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this section shall be considered service of notice.

SECTION 5 - ADJOURNMENT OF MEETINGS: If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

SECTION 6 - TITLE TO UNITS: Title to units may be taken in the name of an individual, in the name of a partnership, corporation, limited liability company, trust, or in the names of two or more persons as tenants in common, joint tenants or marital property. A life estate may be reserved by a unit owner.

SECTION 7 - VOTING RIGHTS: 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 the owners of a unit ownership or may be some person designated and who need not be an owner. Such designation shall be made in writing to the Secretary and shall be revocable at any time by actual notice to the Secretary of the death or judicially declared incompetence of any designator, or by written notice to the Secretary by the owner or owners. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the scheduled time of the meeting. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member, either in person or by proxy. The total number of votes of all voting members shall coincide with the number of units constructed and each owner or group of

owners shall be entitled to one vote for each unit owned, which vote may not be split into fractions, as set forth in the Declaration of Condominium. The Declarant (or its nominee) may exercise the voting rights with respect to any unit owned by the Declarant.

SECTION 8 - MAJORITY OF UNIT OWNERS: As used in these Bylaws the term "majority of unit owners" shall mean those unit owners having more than 50% of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners.

SECTION 9 - QUORUM: Except as otherwise provided in these Bylaws, the presence in person or by proxy of unit owners having a majority of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

SECTION 10 - MAJORITY VOTE: The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws.

SECTION 11 - ACTION BY UNANIMOUS CONSENT: Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect as a unanimous vote.

ARTICLE III

BOARD OF DIRECTORS

SECTION 1 - NUMBER AND QUALIFICATIONS: The affairs of the Association of Unit Owners and the property shall be governed by the Board of Directors consisting of three directors.

All Directors shall be elected by a majority of the unit owners at the first annual meeting of the Association of Unit Owners. The term of office of one (1) member of the Board of Directors shall be fixed at three (3) years; the term of office of one (1) member of the Board of Directors shall be fixed at two (2) years and the term of office of one (1) member of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

SECTION 2 - POWERS AND DUTIES: The Board of Directors shall have the full power and authority necessary or desirable for the complete administration of the affairs of the property and the enforcement of the provisions of the Wisconsin Condominium Ownership Act, the Declaration of Condominium, these Bylaws and the rules and regulations established hereunder, including but not limited to the following:

- (a) To administer the affairs of the Association of Unit Owners and the Property;
- (b) To elect the officers of the Association of Unit Owners as hereinabove provided;
- (c) To formulate policies for the administration, management and operation of the property and the common elements thereof;
- (d) To adopt administrative rules and regulations governing the administration, management, operation and use of the property and the common elements, and to amend such rules and regulations from time to time;
- (e) To provide for the maintenance, repair, and replacement of the common elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (f) To engage the services of a manager or managing agent who shall manage and operate the property and the common elements thereof for all of the unit owners, upon such terms and for such compensation and with such authority as the Board of Directors may approve.
- (g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the property and the common elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);
- (h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the unit owners their respective shares of such estimated expenses, as hereinafter provided;
- (i) Acquire, hold, encumber and convey any right, title or interest or in to real property. Real property acquired by the Association of Unit Owners shall be held in the name of the Association of Unit Owners.
- (j) Grant easements through or over the common elements;
- (k) Receive any income derived from payments, fees or charges for the use, rental or operation of the common elements;
- (l) Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of the unit or of any other portion of the condominium;
- (m) Make contract and incur liabilities;

(n) Promulgate such rules and regulations as may from time to time be necessary to carry out the purpose and intent of this project and to amend the same;

(o) To comply with the instructions of a majority of the unit owners, as expressed in a resolution duly adopted at any annual or special meeting of the unit owners; and

(p) To exercise all other powers and duties of the Board of Directors and unit owners as a group referred to in the Act and Declaration or these Bylaws.

SECTION 3 - MANAGING AGENT: The Board of Directors may employ for the property a managing agent (which may be the Declarant) to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may establish the compensation for the managing agent and may delegate to the managing agent the powers granted to the Board of Directors by these Bylaws as set forth in Subdivisions (e) and (g) of Section 2 of this Article.

SECTION 4 - VACANCIES: Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the Association of Unit Owners.

SECTION 5 - REMOVAL OF MEMBERS OF THE BOARD OF DIRECTORS: At any regular or special meeting of Association of Unit Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given the opportunity to be heard at the meeting.

SECTION 6 - COMPENSATION: No compensation shall be paid to Directors for their services as Directors.

SECTION 7 - ORGANIZATION MEETING: The first meeting of the Board of Directors shall be held following the annual meeting of the Association of Unit Owners or within 10 days thereafter at such time and place as shall be fixed by the Association of Unit Owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

SECTION 8 - REGULAR MEETINGS: Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of

the Board of Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors by mail or telegraph at least three business days prior to the day named for such meeting.

SECTION 9 - SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President on three business days' notice to each member of the Board of Directors given by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Board of Directors.

SECTION 10 - WAIVER OF NOTICE: Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all members of the Board of Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

SECTION 11 - QUORUM OF BOARD OF DIRECTORS: At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

SECTION 12 - FIDELITY BONDS: The Board of Directors may obtain adequate fidelity bonds for all officers and employees of the property handling or responsible for funds. The premiums on such bonds shall constitute a common expense.

SECTION 13 - LIABILITY OF THE BOARD OF DIRECTORS: The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association of Unit Owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the property unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the property. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interest of all the unit owners in the common areas and facilities. Every agreement made by the Board of Directors or by the managing agent on behalf of the property shall provide that the

members of the Board of Directors or the managing agent, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interest of all unit owners in the common areas and facilities.

SECTION 14 - INFORMAL ACTION: Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE IV

OFFICERS

SECTION 1 - DESIGNATION: The principal officers of the property shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be unit owners and shall be elected by the Board of Directors. The office of Secretary and Treasurer may be held by the same person.

SECTION 2 - ELECTION OF OFFICERS: Officers shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

SECTION 3 - REMOVAL OF OFFICERS: Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

SECTION 4 - PRESIDENT: The President shall be the chief executive officer of the property. He shall preside at all meetings of the Association of Unit Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of the President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the property.

SECTION 5 - VICE PRESIDENT: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice

President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

SECTION 6 - SECRETARY: The Secretary shall keep the minutes of all meetings of the Association of Unit Owners and of the Board of Directors, he shall have charge of such books and papers as the Board of Directors may direct and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall be in charge of counting the votes at all meetings of the Association of Unit Owners and the Board of Directors.

SECTION 7 - TREASURER: The Treasurer shall have the responsibility for property funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all monies and all other valuable effects in the name of the Board of Directors, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

SECTION 8 - AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.: All agreements, contracts, deeds, leases, checks and other instruments of the property shall be executed by any two officers of the property or by such other person or persons as may be designated by the Board of Directors.

SECTION 9 - COMPENSATION OF OFFICERS: No officer shall receive any compensation from the property for acting as such, except that the Secretary may be compensated upon Board of Directors approval.

ARTICLE V

OPERATION OF THE PROPERTY

SECTION 1 - REPAIRS AND MAINTENANCE:

(a) Common Areas and Facilities: Declarant shall provide temporary mailboxes. Permanent mailboxes shall be the responsibility of the Association of Unit Owners. The Association of Unit Owners shall be responsible for the management, control, maintenance and repair of the common areas and facilities, including snow removal from sidewalks, driveways and walkways, lawn and plant care and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. The cost of the maintenance and repair shall be common charges and shall be shared by all the unit owners according to their respective common interest in the entire condominium common areas and facilities. Declarant's costs shall be the actual costs for any unit completed, but not conveyed by declarant to third parties.

(b) Individual Units and Limited Common Areas: Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, refrigerators, heat and air-conditioning equipment, dishwashers, disposals, laundry equipment, such as washers and dryers, ranges and other equipment which may be in or be connected with the unit. Each unit owner shall keep the limited common area appurtenant to his unit, including the patio and/or courtyard, if any, in good, clean, sanitary and attractive condition, all at his own expense.

(c) Prohibition Against Structural Changes by Owner: A unit owner shall not, without first obtaining the written consent of the Association of Unit Owners, make or permit to be made any structural and/or design alterations, changes or improvements to his unit, or in or to the exterior of the building, or any common or limited common areas and facilities. A unit owner shall not perform or allow to be performed any act or work which would impair the structural and/or design integrity, soundness, reduce the value thereof, or impair any easement or hereditament.

(d) Entry for Repairs: The Association of Unit Owners may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities, and for any other matters for which the Association of Unit Owners is responsible. Such entry shall be made with prior notice to the owner and with as little inconvenience to the owner as is practical, and any damage caused thereby shall be repaired by the Association of Unit Owners and treated as a common expense.

(e) Interior of Units: Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish the interior surfaces of the walls, ceilings, floors and doors within the boundaries of the unit, and to erect partition walls of a non-structural nature, provided that such owner shall take no action which in any way will materially change any common wall.

SECTION 2 - INSURANCE: The Board of Directors shall be required to obtain and maintain, to the extent necessary and obtainable, the following insurance, the cost of which shall be a common expense:

(a) Fire insurance with extended coverage, vandalism and malicious mischief, and all risk of physical loss endorsements, insuring the buildings and improvements to the property in an amount equal to the full replacement value of the buildings, without deduction for depreciation.

Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors as aforesaid shall exclude any coverage on any personal property located within or appertaining to the exclusive use of a unit, including but not limited to, appliances, drapes, wall

coverings, such as wallpaper, mirrored walls and paneling. Real property coverage shall be limited to the allowance in the original specifications for carpet and inlaid, kitchen and bath cabinets and lighting fixtures subject to adjustments for inflation at the time of loss. It is the sole responsibility of each unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors. Each policy shall prove that proceeds shall be payable to the Board of Directors as provided herein as trustee for all unit owners and their mortgagees as their interests may appear.

- (b) Workmen's compensation insurance.
- (c) Public liability insurance.
- (d) Such other insurance as the Board of Directors may determine.

All policies of physical damage insurance shall contain the authority of the insured to waive in writing the right of subrogation prior to loss and a waiver of any defense based on co-insurance or of invalidity of the policy arising from acts of co-insured as it affects other co-insurers and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insurers, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the then current policies. Any policy of fire insurance or physical damage insurance shall be an amount at least equal to the sum of the last sale values of the units.

The public liability insurance shall be in such limits as the Board of Directors may from time to time determine, and shall cover each member of the Board of Directors, the managing agent and each unit owner. The public liability coverage shall also cover cross-liability claims of one insured against the other. The Board of Directors shall review such limits each year at their annual meeting. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least \$1,000,000.00 covering all claims for bodily injury or property damage arising out of one occurrence.

Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain the authority of the insured to waive in writing the right of subrogation prior to loss and a waiver of any defense based on co-insurance and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

SECTION 3 - REPAIR OR RECONSTRUCTION AFTER DAMAGE: In the event of any damage to or destruction of the property as the result of fire or other casualty (unless 80% or more of the number of units of the property are destroyed or substantially damaged), the Board of Directors shall arrange for the prompt repair and restoration of the property and the Board of Directors shall

disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common shares.

If 80% or more of the number of units of the property are destroyed or substantially damaged and the unit owners by a vote of 75% or more do not resolve within 90 days after such damage or destruction to proceed with repair or restoration the property shall be subject to an action for partition at the suit of any unit owner or lien or, as if owned in common, which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Directors, among all the unit owners in proportion to their respective common interest, based on the value of the individual unit as established by the Board of Directors for insurance purposes, after first paying out the share of the unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

SECTION 4 - PAYMENT OF COMMON CHARGES: All unit owners shall be obligated to pay the common charges assessed by the Board of Directors at such time or times as the Board of Directors shall determine.

SECTION 5 - COLLECTION OF ASSESSMENTS: The Board of Directors shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any common charge due which remains unpaid by him for more than 30 days from the due date for its payment.

SECTION 6 - DEFAULT IN PAYMENT OF COMMON CHARGES: In the event of default by any unit owner in paying to the Board of Directors the assessed common charges, such unit owner shall be obligated to pay interest at 12% per year on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by section 703.15 (4) and (8) of the Wisconsin Condominium Ownership Act.

SECTION 7 - FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES: In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same.

SECTION 8 - STATEMENT OF COMMON CHARGES: The Board of Directors shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common charges.

SECTION 9 - ABATEMENT AND ENJOINING OF VIOLATIONS: The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the unit in 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 therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

SECTION 10 - ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE BOARD OF DIRECTORS: Whenever in the judgment of the Board of Directors the common area shall require additions, alterations, improvements or repairs totaling in excess of \$2,000.00 in any year, and the making of such additions, alterations or improvements shall have been approved by 75% of the unit owners, the Board of Directors shall proceed with such additions, alterations, improvements and repairs and shall assess all unit owners for the cost thereof as a common charge. Additions, alterations, improvements or repairs totaling less than \$2,000.00 in any one year may be made by the Board of Directors without approval of the unit owners and the Board of Directors shall assess all unit owners for the cost thereof as a common charge.

SECTION 11 - RIGHT OF ACCESS: A unit owner shall grant a right of access to his unit to the managing agent, or any other person authorized by the Board of Directors for the following purposes: a) to correct any condition originating in his unit which threatens another unit or a common area; b) to correct any condition which violates the provisions of these Bylaws or the rules and regulations promulgated thereunder; c) to make inspections as may from time to time be required by the Board of Directors insurance companies, or other complaining unit owners; d) to read utility meters which may be located therein.

Request for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of any emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI

BUDGETS-ASSESSMENTS-MAINTENANCE FUNDS

SECTION 1 - PREPARATION OF ESTIMATED BUDGET: Each owner of a condominium unit shall be liable for and pay his share of the common expenses based on the allocation made in the

Declaration of Condominium and such allocation of insurance expense as the Board of Directors may make based on the value of the individual unit.

(a) The Board of Directors shall from time to time, at least annually, prepare a budget for the property, determining the total amount of money necessary to pay for the costs of insurance, upkeep, maintenance and repair of the buildings together with a reasonable amount for a reserve for contingencies and replacement and allocate and access such common charges against the unit owners according to their respective common interest. The Board of Directors shall advise each unit owner in writing of the amount of such common charges payable by him and shall furnish copies of each budget on which the common charges are based to all unit owners.

(b) Based on these estimates, the Board of Directors shall prepare a budget and notify each owner in writing as to the amount of such budget with a reasonable itemization thereof and the amount to be assessed to each owner of a condominium unit for the upcoming year.

(c) Annually, the Board of Directors shall supply to all owners an itemized accounting of the common expenses for the preceding calendar year actually incurred and paid together with the tabulation of the amounts collected and the amount of any reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owners payment obligation to the next installments due from the owner under the current years budget until exhausted, and any net shortage shall be added according to each owner's payment obligation to the installments due in the succeeding periods.

SECTION 2 - RESERVES FOR CONTINGENCIES AND REPLACEMENTS: The Board of Directors shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against the reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any owner's assessment, the Board of Directors may at any time levy a further assessment which shall be assessed to the owners according to the Bylaws. The Board of Directors shall serve notice of such further assessment on all owners as provided in the Bylaws and such further assessment shall become effective as provided in the Bylaws. All owners shall be obligated to pay the adjusted amount.

SECTION 3 - COMMON EXPENSES DURING CONSTRUCTION: Notwithstanding the provisions of Article V, Section 3 of these Bylaws, each owner of a condominium shall be liable for and pay his share of the common expenses based on an allocation determined by the number of completed units sold by declarant at the time of allocation.

ARTICLE VII

MORTGAGE AND SALE OF UNITS

SECTION 1 - MORTGAGE OF UNITS: Each unit may be separately mortgaged providing said mortgage covers the unit and the undivided interest in the common areas appurtenant thereto.

SECTION 2 - SALE OF UNITS: A unit owner may sell his unit providing the sale includes the undivided interest in the common areas appurtenant thereto and further providing that any deed to any intended grantee shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the Bylaws and the rules and regulations as the same may have been amended from time to time.

SECTION 3 - NO SEVERANCE OF OWNERSHIP: No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership.

SECTION 4 - GIFTS AND DEVICES, ETC.: Any unit owner shall be free to convey or transfer his unit by gift, or to devise his unit by will, or to pass the same by intestacy, without restrictions.

SECTION 5 - PAYMENT OF ASSESSMENTS: No unit owner shall be permitted to sell, convey, mortgage, pledge, hypothecate, his unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

SECTION 6 - VIOLATION: Any purported sale of a unit in violation of this Article shall be voidable at the election of the Board of Directors.

ARTICLE VIII

RECORDS

The Board of Directors shall keep detailed records of its actions, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records and books of account for the property, including a chronological listing of receipts, expenditures, as well as a separate account of each unit which shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures shall be rendered by the Board of Directors to all unit owners at least semi-annually. In addition, an annual report of the receipts and

expenditures shall be rendered by the Board of Directors to all unit owners promptly after the end of each fiscal year.

ARTICLE IX

USE OF UNITS

In order to provide for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of the unit owners, and to provide for the continual occupancy of the properties and for the protection of the values of the units, the use of the property and units shall be subject to the following limitations:

(a) Each unit shall be used only for residential purposes. Any lease agreements must be in writing and a copy filed with the secretary of the Association of Unit Owners. Tenants and their guests shall be required to abide by the Declarations, the applicable Bylaws and authorize the Association of Unit Owners to terminate the lease upon 30 days prior written notice and remove the tenant from any violation of the Declaration and the Bylaws of the Condominium.

(b) There shall be no obstruction of the common areas and facilities and limited common areas and nothing shall be stored therein without the prior written consent of the Association of Unit Owners.

(c) No unit owner shall permit anything to be done or kept in his unit or in the common areas which will result in the cancellation of insurance on any unit or any part of the common areas or which would be in violation of any law or ordinance. No waste shall be committed in the common areas.

(d) No sign of any kind shall be displayed to the public view on or from any unit or the common areas without the prior written consent of the Association of Unit Owners. Notwithstanding the foregoing, a standard residential "for sale" sign may be posted for up to three (3) months with respect to any unit without the owner thereof first obtaining such written consent. Declarant may display signs for individual units or concerning the project until declarant is no longer the owner of any unit.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit of the Condominiums or on the property thereof, except that each unit may keep common household pets, such as fish, canaries or parakeets, provided that they are not kept, bred or maintained for any commercial purposes, provided such pets are not prohibited by the ordinances of the City of Appleton. No pet shall be permitted which causes an unreasonable disturbance. The Association of Unit Owners reserves the right to assess unit owners for damages caused by pets to common areas or limited common areas. The Association of Unit Owners also reserves the right to insist upon removal of any pet which causes an unreasonable disturbance.

(f) No noxious or offensive activity shall be carried on in any units or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(g) Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association of Unit Owners.

(h) No vehicle shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building or driveway area. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

(i) After sale of a unit by the developer, no electrical wiring shall be installed in any unit or the common or limited common areas unless installed by a licensed electrician. No television or radio antennae, or air conditioning units may be installed except as may be expressly authorized by the Association of Unit Owners. No electrical equipment will be allowed that interferes with the television reception of other unit owners. Any satellite dishes shall be placed to be out of view of the front of the units.

(j) Disposal of garbage and trash and recyclable materials shall be only by the use of garbage disposal units and recycling bins and by the garbage and recycling cans or suitable plastic garbage and recycling bags. Said garbage and recycling cans, bins and bags shall at all times be stored in the garage except for placement outside of the unit on the day that disposal pickup is made.

(k) Terrace, decks and patios shall be used only for the purpose intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items. Self-retractable clotheslines may be used but must be retracted when not in use. Patios may be used for the purposes of outdoor cooking; however, it is understood that said cooking equipment shall be stored out of sight or shall be covered when not in use.

(l) The Association of Unit Owners assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in any common or other storage area.

(m) No camper, travel trailer, motor home, boat trailer, boat, canoe, motorcycle, snowmobile or ice shanty shall be allowed to be parked or stored on common areas or limited common areas without permission of the Association of Unit Owners, which shall not be unreasonably withheld.

(n) Every unit owner may use and maintain a portion of the limited common area appurtenant to his unit as a garden; provided, however, that the location of such garden must be approved in advance by the Board of Directors. The outside boundaries thereof shall be edged in or bordered by decorative brick and/or timbers, and the unit owner shall maintain any such garden in a reasonable and proper condition. If a unit owner ceases to use and maintain any such garden area, the unit owner shall be responsible for removal thereof and the repair and restoration of such area to its prior condition (i.e. lawn, landscape, etc.) The placement and use of the garden shall not violate the

easement with the City of Appleton for drainage. A unit owner may add additional landscaping at the owner's cost upon written approval of the Board of Directors.

(o) Every unit owner shall pay an initial deposit of \$500.00 to be used toward the common expenses or assessments made by the Association of Unit Owners to fund initial ongoing expenses. Declarant shall not be required to pay an initial deposit, but shall pay the prorata share of the actual costs of the common expenses on any units completed but not conveyed by declarant to third parties.

(p) The above rules and regulations, and those which may be hereafter adopted by the Association of Unit Owners, are in addition to the Declarations, and the documents, contracts, declarations and easements set forth in the Declarations, and in the event of a conflict, the Declarations and documents, contracts, declarations, and easements set forth and referenced therein shall govern.

(q) No fences may be installed except for those privacy fences installed by declarant.

ARTICLE X AMENDMENT TO BYLAWS

SECTION 1 - At any time after the first meeting of the unit owners, these Bylaws may be modified or amended by the vote of 75% of the unit owners at a meeting by the unit owners held for such purpose.

ADOPTION OF BYLAWS

The undersigned being the owner and Declarant hereby adopts the foregoing Bylaws for the Association of Unit Owners of Fall Creek Condominiums this 22nd day of January, 2003.

UECKER DEVELOPMENT LLC

By: Cindy Uecker
Cindy Uecker

By: _____

Subscribed and sworn to before me
this 22 day of January, 2003.

Mary DeSchultz
* Mary DeSchultz
Notary Public, State of Wisconsin

This instrument drafted by
Attorney Larry Liebrecht.

OUTAGAMIE 1525552
Document #

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

FEB 28 2003

AT 1:30
O'CLOCK ~~A.M.~~ P.M.
JANICE FLENZ
REGISTER OF DEEDS

Atty. Larry Liebzeit

AMENDMENT TO
DECLARATION OF CONDOMINIUM CREATING
FALL CREEK CONDOMINIUMS, APPLETON, WISCONSIN

The Declaration of Condominium Creating Fall Creek Condominiums is amended as follows:

The unit with a street address of 4708 Fall View Lane shall have a Lot/Unit # of 901

The unit with a street address of 4732 Fall View Lane shall have a Lot/Unit # of 1201.

All other provisions of the Declaration shall remain as originally set forth.

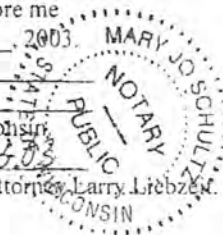
IN WITNESS WHEREOF, the said Declarant, owner of the property described, has caused
this Amendment to Declaration to be executed at Appleton, Wisconsin, this 26th day of
February, 2003.

UECKER DEVELOPMENT LLC

By: Carol Uecker - Member Manager

By: _____

Subscribed and sworn to before me
this 26 day of February, 2003.
Mary Jo Schulte
* Mary Jo Schulte
Notary Public, State of Wisconsin
My commission expires 4-13-03
This instrument drafted by Attorney Larry Liebzeit.



1517372

Document Number

DECLARATION OF CONDOMINIUM

Document Title

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

JAN 23 2003

AT 10 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

Recording Area

Name and Return Address

UECKER DEVELOPMENT, LLC
2231 Elmview Drive
Appleton, WI 54915

pd
33.00

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.57. WRDA 2/96

DECLARATION OF CONDOMINIUM
CREATING
FALL CREEK CONDOMINIUMS, APPLETON, WISCONSIN

KNOW ALL MEN BY THESE PRESENTS, that Uecker Development LLC, a Wisconsin limited liability company, hereinafter called "Declarant", whose business address is 2231 Elmview Drive, Appleton, Wisconsin 54915, is the owner in fee simple of certain real estate hereinafter described, located in the City of Appleton, Outagamie County, Wisconsin, and is developing the same as a condominium. The condominium consists of twenty buildings and attached garages with two dwelling units in each of the buildings.

Declarant does hereby submit the following described property and the improvements erected and to be erected thereon, to the provisions of the Condominium Ownership Act as set forth in Chapter 703 of the Wisconsin Statutes and does hereby establish a condominium to be known as Fall Creek Condominiums.

1. DESCRIPTION OF THE LAND. The land which the Declarant does hereby submit to the condominium declaration is described as:

Lots 1 through 20, Fall Creek Plat, City of Appleton, Outagamie County, Wisconsin.

A survey of the land subject to this declaration which also shows the location of the land and building location is attached hereto as Exhibit "A".

2. DESCRIPTION OF BUILDINGS. The condominium consists of forty units in twenty buildings, two units per building. Each unit is of frame construction with a basement, the location and shape of which are set forth on the survey attached as Exhibit "B." The general description of each unit including the perimeters and locations are set forth on the floor plans attached and identified as Exhibit "B". Declarant reserves the right to alter the design, construction and location of any of the units to be constructed. Declarant shall have the right to amend this declaration at its sole discretion, including the recording of a plat of survey or plans depicting the layout, location, unit numbers and dimensions of the units as finally located and erected.

3. DESCRIPTION OF INDIVIDUAL UNITS. Each unit shall contain approximately 1720 square feet exclusive of the garage and basement areas with a living room, dining room, kitchen, two bedrooms, one and one-half baths, four-seasons room and attached garage. The boundaries of each unit shall be the interior surfaces of all exterior walls, the interior surface of the common wall between the units, the interior surface of the basement floor, the interior surfaces of the ceilings and the interior surfaces of all exterior doors and windows. A unit shall also include all ducts, electrical wiring and outlets in conduits, plumbing fixtures and heating and air conditioning units contained therein to the extent that such items serve only the particular unit in which they are contained.

The forty units will be placed on Lots 1 through 20, Providence Trails with unit numbers corresponding to the lot numbers and have the following addresses:

<u>Lot/Unit #</u>	<u>Street Address</u>
101	3301 Glory Lane
102	3303 Glory Lane
201	4741 Providence Avenue
202	4743 Providence Avenue
301	4733 Providence Avenue
302	4735 Providence Avenue
401	4725 Providence Avenue
402	4727 Providence Avenue
501	4717 Providence Avenue
502	4719 Providence Avenue
601	4709 Providence Avenue
602	4711 Providence Avenue
701	3302 Fall Creek Lane
702	3304 Fall Creek Lane
801	3312 Fall Creek Lane.
802	3314 Fall Creek Lane
902	4708 Fall View Lane
902	4710 Fall View Lane
1001	4716 Fall View Lane
1002	4718 Fall View Lane
1101	4724 Fall View Lane
1102	4726 Fall View Lane
1202	4732 Fall View Lane
1202	4734 Fall View Lane
1301	4740 Fall View Lane
1302	4742 Fall View Lane
1401	4800 Fall View Lane
1402	4802 Fall View Lane
1501	4801 Fall View Lane

1502	4803 Fall View Lane
1601	4739 Fall View Lane
1602	4741 Fall View Lane
1701	4731 Fall View Lane
1702	4733 Fall View Lane
1801	4725 Fall View Lane
1802	4723 Fall View Lane
1901	4715 Fall View Lane
1902	4717 Fall View Lane
2001	4707 Fall View Lane
2002	4709 Fall View Lane

4. DESCRIPTION OF COMMON AREAS. The common areas shall consist of all of the improvements and appurtenances to this condominium except the individual condominiums as defined herein.

Each unit owner shall have a valid exclusive easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, erection of non-bearing partition walls and the like where the space between the walls may be necessary for such use providing that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing or fireproofing of common walls between the units, and providing further that the common area and facilities be restored to their former condition by the unit owner at its sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utilities services.

5. LIMITED COMMON AREAS. A portion of the common areas are designated as "limited common areas". Such limited common areas consist of all porches, patios, walks, driveways, parking, landscaping and such other limited common areas as identified in Exhibit A. Such limited common areas shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant as shown in Exhibits A and B, or to which they are assigned.

Each unit owner may use and maintain a portion of the limited common area appurtenant to his unit as a garden, subject to the Bylaws and rules and regulations governing the location, size, construction, use and maintenance of such gardens.

The manner and use of the limited common areas shall be governed by the Bylaws and such rules and regulations as may be established by the Association of Unit Owners.

6. SANITARY AND STORM SYSTEMS. Units 101 through 802 share a sanitary system and sewer system and Units 1401 through 2002 share a storm system. The future maintenance of the sanitary system and storm system shall be a common expense for the entire condominium and the Association of Unit Owners shall be responsible for any maintenance concerning the shared sanitary

system and storm system. The expense of maintenance may be included as a yearly expense to the owners of the condominium.

7. PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS. The percentage of interest of ownership in the common elements, the liability for common expenses, and the rights to common surpluses appurtenant to each unit shall be equally divided with each unit being responsible for an equal percentage. At such time as all 40 units are conveyed, each unit shall have an ownership interest and liability for common expenses and the rights to common surpluses equal to 1/40. Prior to the sale of all forty units, the developer/builder is responsible for the actual expenses related to any vacant lots, condominiums under construction and any unsold completed units. Once a unit is completed and conveyed (sold), it will become part of Fall Creek Condominium Association. Expenses incurred on behalf of the sold units will be assessed equally among the sold units.

Unit owners of the units shall have one vote for each unit owned.

8. USE OF UNITS AND OWNERS RESPONSIBILITIES. The buildings and the units therein contained are intended for and restricted exclusively to residential use as the same is defined by the City of Appleton Zoning Code. A unit owner is entitled to the exclusive ownership and possession of his unit.

i. It is intended and understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage or ownership interest in common elements.

ii. Each unit owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

iii. Each unit owner shall be responsible for his own insurance on the contents of his unit, the appurtenances, additions, and improvements thereto; decorating and furnishings and personal property therein; his personal property stored elsewhere on the property, and his liability insurance to the extent not covered by the fire and liability insurance for all of the unit owners obtained as part of the common expenses as provided in the Bylaws.

iv. Each unit owner shall be responsible for a proportionate share of the fire and extended coverage insurance on the building in this phase based on the value of the individual unit as that value may from time to time be determined by the Board of Directors. Each unit owner shall inform the Board of Directors of any modifications or improvements made by the unit owner which would increase the value of the unit and the owner's proportionate share of the fire and extended coverage insurance.

v. Each unit owner shall be responsible for other common expenses on the basis of their ownership in the common elements.

vi. Each unit owner shall be responsible for the maintenance, repair and replacement within his own unit, including but not limited to, all of the doors and windows appurtenant thereto and all internal installations such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, heating, plumbing and air conditioning fixtures, and any other utility service or facilities located within the unit boundaries.

9. ASSOCIATION OF UNIT OWNERS. Upon purchase, all unit owners are entitled to and are required to be members of the Association of Unit Owners to be known as "Fall Creek Condominiums Owners Association" (hereinafter referred to as "Association of Unit Owners"), which shall be responsible for carrying out the purpose of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Each unit owner and occupant of the units shall abide by, and be subject to, all the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association of Unit Owners. The Association of Unit Owners may be incorporated as a non-profit corporation under the laws of the State of Wisconsin.

10. EASEMENTS. Easements are hereby declared and granted for utility purposes as they may appear of record. The Declarant, prior to the creation of the Board of Directors of the Association of Unit Owners, and the Board of Directors thereafter may grant other and additional temporary or permanent easements for utilities and other purposes over, under, along and on any portion of said common elements, and each unit owner hereby grants the Declarant prior to the creation of the Board of Directors and the Board of Directors thereafter an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such unit owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls or grounds of the common areas and facilities, whether or not such walls or ground lie in whole or in part within the boundaries of individual grounds.

Declarant grants an easement for drainage purposes to the City of Appleton, a municipal corporation, Outagamie County, Wisconsin, its successors or assigns to construct, install, operate, repair and maintain facilities used for drainage storm water in, over, under, across, along their property shown within those areas of the condominium plat designated as a drainage easement. Over the Easterly 50 feet of the limited common areas of Units 1501 through 2002.

The easement to the City of Appleton, its successors or assigns shall be a permanent easement running with the land.

The Association of Unit Owners, its lessees, successors, heirs and assigns shall have full use and enjoyment of the property provided that such use does not interfere with the City of Appleton's

right to construct, install, operate, repair and maintain said facilities. Uses that are deemed specifically to interfere with the City of Appleton's right shall include, but are not necessarily limited, to the following activities

- i. Mowing or removal or disturbance of vegetation.
- ii. Placement of structures.
- iii. Planting of trees, shrubs, grasses or other vegetation.
- iv. Placing of materials such as yard waste, herbicides, fertilizers or other chemicals which may have an adverse impact on the quality of stormwater runoff or vegetation.
- v. Removal or addition of earth materials or activities that cause or promote erosion of the land surface.
- vi. Granting of an easement or use to recipients other than the City of Appleton whose activities interfere with the City of Appleton's easement rights.
- vii. Stormwater runoff expense.

Fences may be installed by the Association of Unit Owners, provided that if such fences interfere with the City of Appleton's use of the drainage easement, said fence may be removed by the City of Appleton, its successors or assigns at the cost of the Association of Unit Owners.

11. RIGHT TO EXPAND. There will be no expansion of Fall Creek Condominiums.

12. DECLARANT'S RIGHTS. Until such time as the Board of Directors provided for in this Declaration is formed, and until thirty (30) days after Declarant shall have consummated the sale of units aggregating three-quarters (3/4) of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto, the Declarant, or its successor, or assigns, shall exercise the powers, rights, duties and functions of the Board of Directors and Association of Unit Owners; provided, however, that the Declarant may relinquish such said powers, rights, duties and functions at any time after consummating the sale of Units aggregating fifty-one percent (51%) of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto. Declarant shall interpret the foregoing.

Neither the Declarant, nor its representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Declarant's capacity as developer, contractor, owner, manager, or seller of the property, whether or not such claim shall be asserted by any owner, occupant, the Board of Directors or the Association of Unit Owners, or by any person or entity claiming through any of them. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any owner, occupant, the Board of Directors, the Association of Unit Owners, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the property, or by reason of the failure to function, or disrepair or any utility services (heat, air conditioning, electricity, gas, water, sewerage, etc.) In the event of any dispute, the Declarant, its successors or assigns, shall have the option to settle same

in full by repurchasing the unit from unit owner for a sum equal to unit owner's original purchase price plus an amount equal to two percent (2%) of said purchase price.

13. SERVICE OF PROCESS. Service of process shall be made upon Rick Uecker or Cindy Uecker at the address shown herein for the Declarant until the Board of Directors assumes the functions of the Board of Directors, at which time the Board of Directors of the Association of Unit Owners may designate some other person as its agent to accept service, which change may be made by a vote of the simple majority of a quorum present at any meeting of the Board of Directors.

14. DAMAGE OR DESTRUCTION. In the event of a partial or total destruction of a building or units, it or they shall be repaired or rebuilt as soon as practical and substantially to the same design, plan and specifications as originally built unless within 90 days of the date of damage or destruction by 75% vote of the Board of Directors it is determined not to rebuild or repair. In such event the provisions of 703.26 of the Wisconsin Statute shall be applicable.

The proceeds of any insurance provided by the affected building and collected for such damage or destruction shall be available for the purpose of repair or reconstruction. The individual unit owner shall be responsible for any actual repair or construction cost which exceed the proceeds of any insurance collected.

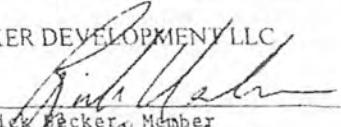
15. PERSONAL APPLICATION. The acceptance of a deed of conveyance or entering into occupancy of any unit shall constitute an acceptance of the provisions of this Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto. The provisions contained in such instruments shall be covenants running with the land, and shall bind any person having an interest of estate in such unit, as though such provisions were recited in full in each deed. The enforcement thereof may be by such judicial proceedings as the Board of Directors may deem appropriate as well as the provisions of the Wisconsin Condominium Act.

16. AMENDMENT TO DECLARATION. This Declaration may not be amended unless 3/4 of the unit owners and 3/4 of the mortgagees having an interest therein agree to such amendment by an instrument in writing duly recorded, except that prior to the first annual meeting of the members of the Association of Unit Owners, Declarant may amend this Declaration and the plat. A copy of such amendment shall be recorded with the Register of Deeds for Outagamie County, Wisconsin, and a copy of such amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association of Unit Owners.

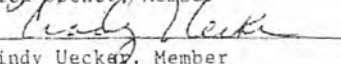
17. SEVERABILITY. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or any other provision hereof.

IN WITNESS WHEREOF, the said Declarant, owner of the property described, has caused this Declaration to be executed at Appleton, Wisconsin, this 17 day of October, 2002.

UECKER DEVELOPMENT LLC

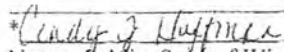
By: 

Rick Becker, Member

By: 

Cindy Uecker, Member

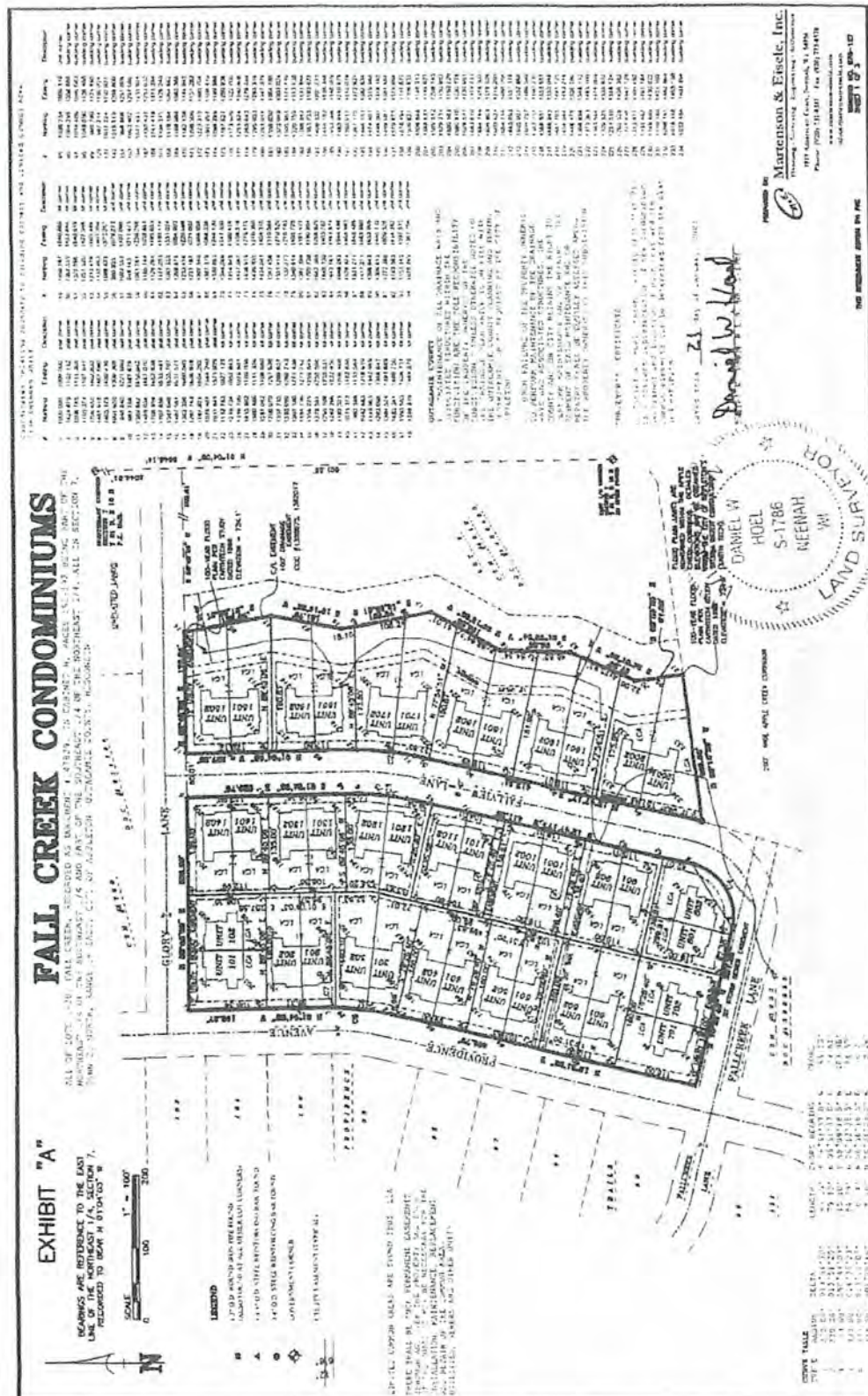
Subscribed and sworn to before me
this 17 day of October, 2002.



Notary Public, State of Wisconsin.

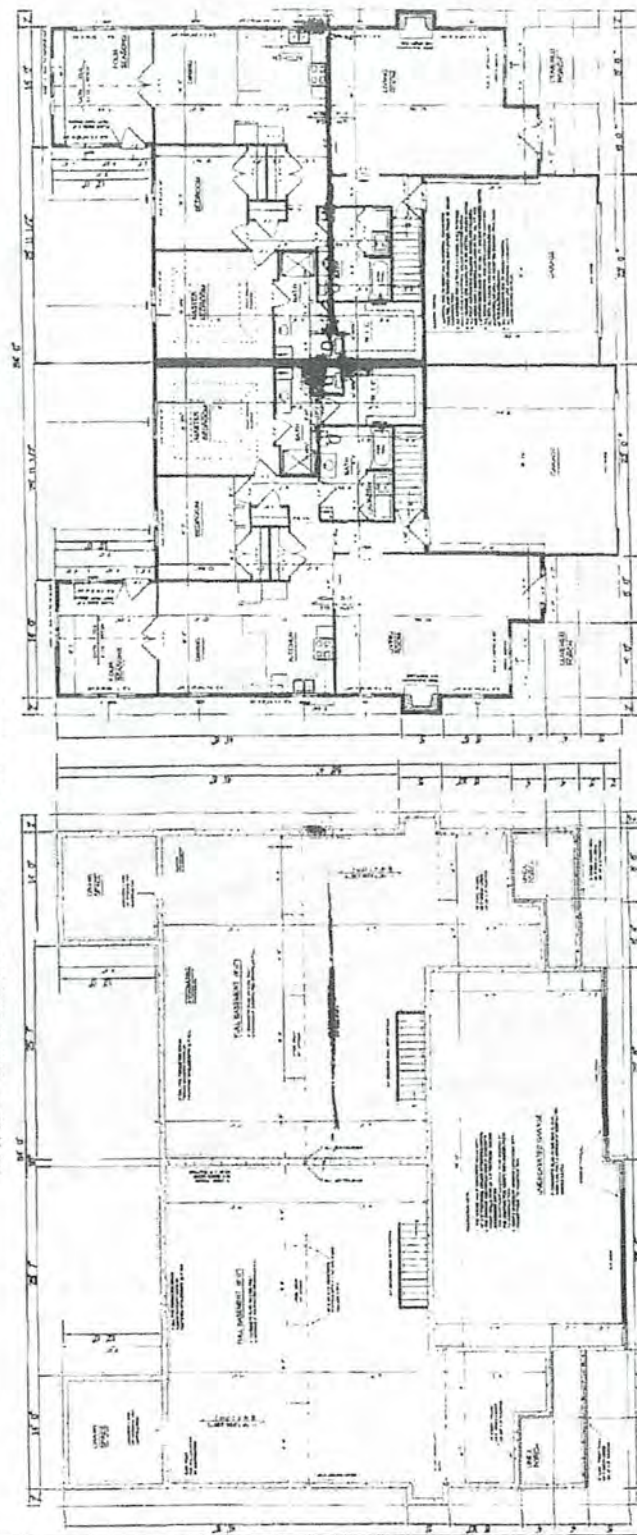
My commission expires April 25 2005

This instrument drafted by Attorney Larry Liebrecht.



ALL OF LOTS 1-39, FALL CREEK, ACCORDING AS DOCUMENT 141218, IN CASE-NET 14, PAGES 18-192 BEING PART OF THE
141218-14 OF THE SOUTHERN, 14 AND PART OF THE DOCUMENT 14 OF THE NORTHWEST 14, ALL IN SECTION 14,
TOWNSHIP 3 NORTH, RANGE 3 EAST, COUNTY OF COLUMBIA, MISSOURI.

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141218-14 OF THE SOUTHERN, 14 AND PART OF THE DOCUMENT 14 OF THE NORTHWEST 14, ALL IN SECTION 14,
TOWNSHIP 3 NORTH, RANGE 3 EAST, COUNTY OF COLUMBIA, MISSOURI.



FLOOR PLAN 1720 SQ.FT.PER SIDE

FOUNDATION PLAN

[illegible][illegible]

PERFECT 2001

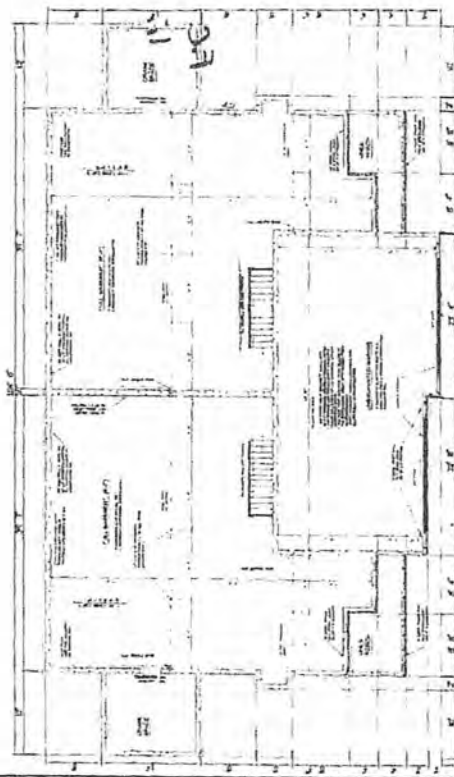
Martenson & Eisele, Inc.
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CONTACT: MR. 875-8377

Exhibit B

FALL CREEK CONDOMINIUMS

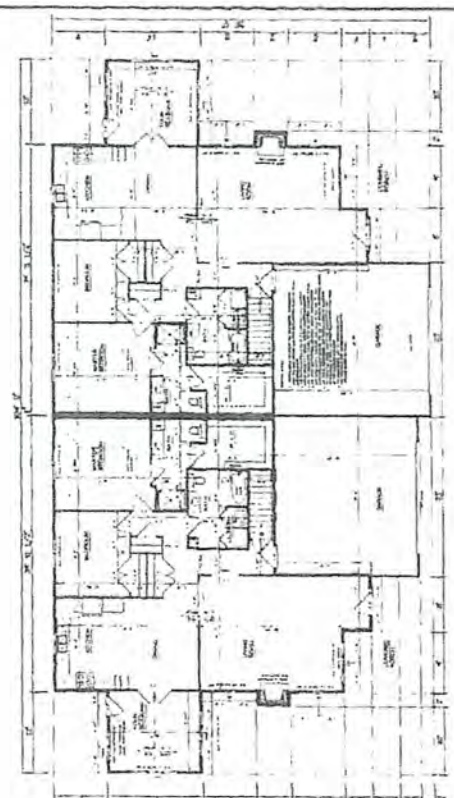
ALL OF 100% OF FALL CREEK CONDOMINIUMS, 4782 N. 10TH AVE., SUITE 100, WISCONSIN, 53234, IS HEREBY OFFERED FOR SALE. THE OFFEROR IS NOT MAKING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE OFFEROR IS NOT MAKING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



FOUNDATION PLAN

UNITS
102,701,801

UNITS
101,702,802



FLOOR PLAN 1720 SQ.FT.PER SIDE

UNITS
102,701,801

UNITS
101,702,802

Martinson & Eisele, Inc.
Engineering, Surveying, Planning, Architecture
1010 American Road, Suite 101, 1010
Phone: (414) 764-0001 Fax: (414) 764-0002
www.martinson-eisele.com
SHEET 1 OF 2

1611192

Document Number

SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM CREATING FALL CREEK
CONDOMINIUMS, APPLETON, WISCONSIN

Document Title

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

MAY - 4 2004

AT 11:10⁰ O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

Copy for Planning _____
Recording Area

Done rd 15⁰⁰

Name and Return Address

Block, Seymour, Chudacoff,
Samson & Liebzeit
512 W. College Ave.
Appleton WI 54911

Attn: Larry Liebzeit

Parcel Identification Number (PIN)

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM CREATING
FALL CREEK CONDOMINIUMS, APPLETON, WISCONSIN

The Declaration of Condominium for Fall Creek Condominiums dated October 17, 2002, and recorded January 13, 2003 in the Office of the Register of Deeds for Outagamie County, Wisconsin as Document No. 1517372 as amended by an Amendment to Declaration of Condominium Creating Fall Creek Condominiums, Appleton, Wisconsin, dated February 26, 2003, and recorded February 28, 2003 in the Office of the Register of Deeds for Outagamie County, Wisconsin as Document No. 1525552, are amended to provide the following lot/unit numbers and street addresses as follows:

<u>TAX KEY #</u>	<u>UNIT #.</u>	<u>STREET ADDRESS</u>
31-1-7411-01	101	4808 Providence Avenue or 3301 Glory Lane
31-1-7411-02	102	4800 Providence Avenue or 3303 Glory Lane
31-1-7411-03	202	4742 Providence Avenue
31-1-7411-04	201	4740 Providence Avenue
31-1-7411-05	302	4734 Providence Avenue
31-1-7411-06	301	4732 Providence Avenue
31-1-7411-07	402	4726 Providence Avenue
31-1-7411-08	401	4724 Providence Avenue
31-1-7411-09	502	4718 Providence Avenue
31-1-7411-10	501	4716 Providence Avenue
31-1-7411-11	602	4710 Providence Avenue
31-1-7411-12	601	4708 Providence Avenue
31-1-7411-13	701	3302 Fallcreek Lane
31-1-7411-14	702	3304 Fallcreek Lane
31-1-7411-15	801	3312 Fallcreek Lane
31-1-7411-16	802	3314 Fallcreek Lane
31-1-7411-17	901	4707 Fallview Lane
31-1-7411-18	902	4709 Fallview Lane
31-1-7411-19	1001	4715 Fallview Lane
31-1-7411-20	1002	4717 Fallview Lane
31-1-7411-21	1101	4723 Fallview Lane

<u>TAX KEY #.</u>	<u>UNIT #</u>	<u>STREET ADDRESS</u>
31-1-7411-22	1102	4725 Fallview Lane
31-1-7411-23	1201	4731 Fallview Lane
31-1-7411-24	1202	4733 Fallview Lane
31-1-7411-25	1301	4739 Fallview Lane
31-1-7411-26	1302	4741 Fallview Lane
31-1-7411-27	1401	4801 Fallview Lane or 3311 Glory Lane
31-1-7411-28	1402	4803 Fallview Lane or 3313 Glory Lane
31-1-7411-29	1502	4802 Fallview Lane or 3401 Glory Lane
31-1-7411-30	1501	4800 Fallview Lane or 3403 Glory Lane
31-1-7411-31	1602	4742 Fallview Lane
31-1-7411-32	1601	4740 Fallview Lane
31-1-7411-33	1702	4734 Fallview Lane
31-1-7411-34	1701	4732 Fallview Lane
31-1-7411-35	1802	4726 Fallview Lane
31-1-7411-36	1801	4724 Fallview Lane
31-1-7411-37	1902	4718 Fallview Lane
31-1-7411-38	1901	4716 Fallview Lane
31-1-7411-39	2001	4708 Fallview Lane
31-1-7411-40	2002	4710 Fallview Lane

All of the provisions of the original Declaration and Amendment to Declaration not inconsistent with this Second Amendment to Declaration of Condominium shall remain as originally set forth.

IN WITNESS WHEREOF, the said Declarant has caused this Second Amendment to Declaration to be executed at Appleton, Wisconsin, this 23rd day of April, 2004.

UECKER DEVELOPMENT LLC

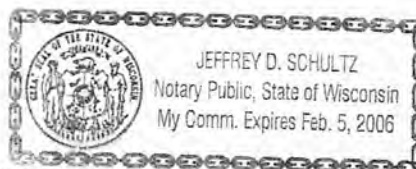
By: Cindy Uecker, Member-Manager

Subscribed and sworn to before me
this 23 day of April, 2004.

* Jeffrey D. Schultz

Notary Public, State of Wisconsin.

My commission expires _____



This instrument drafted by Attorney Larry Liebzeit.

1799676

Recorded
 June 17, 2008 AT 01:03PM
 OUTAGAMIE COUNTY
 JANICE FLENZ
 REGISTER OF DEEDS
 Fee Amount: \$15.00
 Total Pages 3



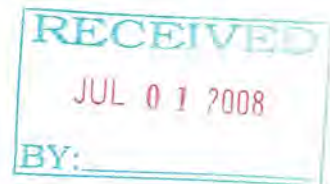
Recording Area

1500
③

Name and Return Address

Hecker Development, LLC
 N120 Main Street
 Appleton, WI 54915

Parcel Identification Number (PIN)



All Fall Creek Condominiums

Unit #	101	1001
	102	1002
		1101
	201	1102
	202	1201
	301	1202
	302	1301
	401	1302
	402	1401
	501	1402
	502	1501
	601	1502
	602	1601
	701	1602
	702	1701
	801	1702
	802	1801
	901	1802
	902	1901
		1902
		2001
		2002

Located in the City of Appleton, Outagamie County

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM CREATING
FALL CREEK CONDOMINIUMS, APPLETON, WISCONSIN

The Declaration of Condominium for Fall Creek Condominiums dated October 17, 2002, and recorded January 13, 2003 in the Office of the Register of Deeds for Outagamie County, Wisconsin as Document No. 1517372 as amended by an Amendment to Declaration of Condominium dated February 26, 2003 and recorded February 28, 2003 in the Office of the Register of Deeds for Outagamie County, Wisconsin as Document No. 1525552 and as amended by a Second Amendment to Declaration of Condominium dated April 23, 2004 and recorded May 4, 2004 in the Office of the Register of Deeds for Outagamie County, Wisconsin as Document No. 1611192 are amended as follows by Uecker Development, LLC, a Wisconsin Limited Liability Company, Declarant, which retained the right to amend the Declaration under paragraph 12 of the Declaration, as follows:

1. Paragraph 3, DESCRIPTION OF INDIVIDUAL UNITS, is replaced by the following:

Each unit shall contain approximately 1720 square feet exclusive of the garage and basement areas with a living room, dining room, kitchen, two bedrooms, one and one-half baths, four-seasons room and attached garage. The boundaries of each unit shall be the interior plaster or drywall surfaces of all exterior walls, the interior surface of the common wall between the units, the interior surface of the basement floor, the interior surfaces of the ceilings and the interior surfaces of all exterior doors and windows. The floor joists and subflooring are not part of the individual unit. A unit shall also include all ducts, electrical wiring and outlets and conduits, plumbing fixtures and heating and air conditioning units contained therein to the extent that such items serve only the particular unit in which they are contained.

2. Paragraph 8. vi., is replaced by:

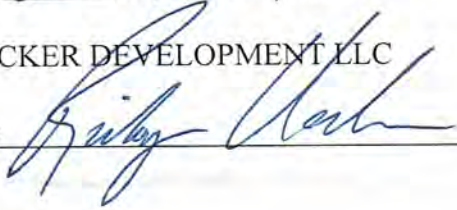
8. vi. Each unit owner shall be responsible for the maintenance, repair and replacement within his own unit, including but not limited to, internal installations such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, heating, plumbing and air conditioning fixtures, flooring including carpeting, cabinets, wall coverings, and any other utility service or facilities located within the boundary units.

3. Paragraph 9, ASSOCIATION OF UNIT OWNERS, is amended by the name of the Association of Unit Owners to be known as Fall Creek Condominiums Association.

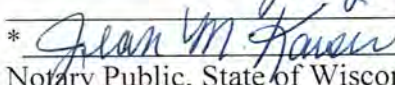
All of the provisions of the original Declaration and Amendments to Declaration not inconsistent with this Third Amendment to Declaration of Condominium shall remain as originally set forth.

IN WITNESS WHEREOF, the said Declarant has caused this Third Amendment to Declaration to be executed at Appleton, Wisconsin, this 31 day of ~~June~~^{July}, 2006.

UECKER DEVELOPMENT LLC

By: 

Subscribed and sworn to before me
this 31 day of July, 2006.

* 
Notary Public, State of Wisconsin
My commission expires 2/21/12



This instrument drafted by Attorney Larry Liebreit.

NOTE: Amendments 4 & 5 were approved at voters' meeting on Aug. 16, 2011. Attorney Liebzeit said it's not necessary to register bylaws amendments w/Register of Deeds.

Amendments #4 and #5 to Declaration/Bylaws
of Condominium Creating Fall Creek Condominiums Association, Appleton, Wisconsin
August 16, 2011

The Declaration of Condominium for Fall Creek Condominiums dated October 17, 2002, and recorded January 13, 2003, in the Office of the Register of Deeds for Outagamie County, Wisconsin as Document No. 1517372 as amended by an Amendment to Declaration of Condominium dated February 26, 2003, and recorded February 28, 2003 in the Office of the register of Deeds for Outagamie County, Wisconsin as Document No. 1525552 and as amended by a Second Amendment To Declaration of Condominium dated April 23, 2004 and recorded May 4, 2004 in the Office of the Register of Deeds for Outagamie County, Wisconsin as Document No. 1611192 and as amended by a Third Amendment To Declaration of Condominium dated July 31, 2006 and recorded June 17, 2008 in the Office of the Register of Deeds for Outagamie County, Wisconsin as Document No. 1799676 by Uecker Development, LLC, a Wisconsin Limited Liability Company, Declarant, which retained the right to amend the Declaration under paragraph 12 of the Declaration. The Fall Creek Condominiums Association amends the Declaration and Bylaws with Amendments Four (4) and Five (5) as follows:

Amendment #4 to Bylaws

Replace Article III, Section 1, with the following:

***ARTICLE III**

BOARD OF DIRECTORS

SECTION 1 - NUMBER AND QUALIFICATIONS: The affairs of Fall Creek Condominiums Association and the property shall be governed by the Board of Directors consisting of five (5) directors.

All directors shall be elected by a majority of unit owners at the annual meeting of Fall Creek Condominiums Association. The term of office of two (2) members of the Board of Directors shall be fixed at two (2) years and one (1) year for the remaining three (3) members of the Board of Directors. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a like term. The members of the Board of Directors shall hold office until their respective successors have been elected by the Unit Owners."

and replace Article IV, Section 1, with the following:

***ARTICLE IV**

OFFICERS

SECTION 1 - DESIGNATION: The principal officers of the Fall Creek Condominiums Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be members of the Board of Directors and shall be elected by the Board of Directors. The office of Secretary and Treasurer may be held by the same person."

Amendment #5 to Bylaws

Amend the Bylaws of Fall Creek Condominiums Association by replacing Article V, Section 1, (a) with the following:

***ARTICLE V**

OPERATION OF THE PROPERTY

SECTION 1 - REPAIRS AND MAINTENANCE

- (a) Common Areas and Facilities: Declarant shall provide temporary mailboxes. Permanent mailboxes shall be the responsibility of Fall Creek Condominiums Association. Fall Creek Condominiums Association shall be responsible for the management, control, maintenance and repair of the common areas and facilities, including snow removal from the driveway, apron, public sidewalk and service walk in front of the building (not the rear patio), lawn and plant care (except any plants planted by unit owners in their landscape berms, patio, courtyard and/or garden), and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. In general, the cost of the maintenance and repair of common areas shall be common charges and shall be shared by all the unit owners; except, any maintenance, repair or replacement of the driveway, apron, public sidewalk and service walk will be done by the unit owner and at the expense of the unit owner. Declarant's costs shall be the actual costs for any unit completed, but not conveyed by declarant to third parties."

Amendments #4 and #5 to Declaration

CONSENT RESOLUTIONS OF THE BOARD OF DIRECTORS

OF

FALL CREEK CONDOMINIUMS ASSOCIATION

October 8, 2019

The undersigned, being all of the members of the Board of Directors (the "Board") of Fall Creek Condominiums Association (the "Association"), hereby consent to the following actions without a formal meeting of the Board, or notice thereof:

WHEREAS, the Board has recommended to the members of the Association, and the members have duly approved and adopted by a vote of at least seventy five percent (75%) of the votes outstanding at that certain special meeting on the date hereof duly called by the President of the Association, an amendment to the Bylaws of the Association to prohibit the leasing of units to third-party individuals or entities;

NOW, THEREFORE, BE IT RESOLVED, that Article IX, Section (a) of the Bylaws of the Association be, and they hereby are, amended as provided in **Exhibit A** attached hereto; and

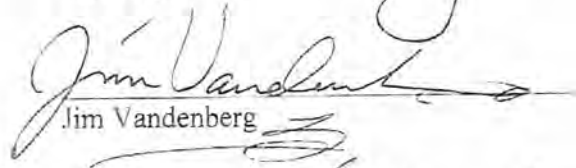
BE IT FURTHER RESOLVED, that all actions taken by the officers of the Association since the last annual meeting of the Board and all contracts and debts incurred by them during such period of time on behalf of the Association be, and the same hereby are, confirmed, ratified and approved.

[Signature page follows.]

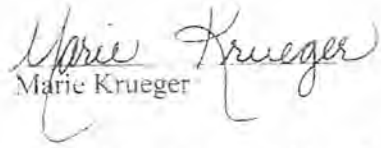
IN WITNESS WHEREOF, the undersigned have executed this Consent of the Board of Directors of Fall Creek Condominiums Association on one or more counterparts hereof, all of which counterparts shall be deemed but one and the same instrument, with facsimile, portable document format (.pdf) or other electronic signatures deemed to be true and legally binding signatures, as of the date first written above.

BOARD:


Steve Ryan


Jim Vandenberg


Bill Schmidt


Marie Krueger


John Baker

(Signature page to Consent Resolutions of the Board of Directors of Fall Creek Condominiums Association)

EXHIBIT A

Amendment to Bylaws of the Association

The Bylaws of the Association are hereby amended as follows:

1. Amendment to Article IX, Section (a). Article IX, Section (a) is hereby deleted in its entirety and replaced with the following:

Each unit shall be used only for residential purposes. Unit Owners shall be prohibited from renting, leasing or licensing the use of their unit to any third party individual or entity.

CONSENT RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
FALL CREEK CONDOMINIUMS ASSOCIATION

10 / 15 / 2025

The undersigned, being all of the members of the Board of Directors (the "Board") of Fall Creek Condominiums Association (the "Association"), hereby consent to the following actions without a formal meeting of the Board, or notice thereof:

WHEREAS the Board has recommended to the members of the Association, and the members have duly approved and adopted by vote of at least seventy five percent (75%) of the votes outstanding at that certain meeting on the date hereof called by the President of the Association, two amendments to the Bylaws of the Association to clarify the authorization given to the Board of Directors to incur expenditures for additions, alterations, improvements, or repairs to the common areas and to maintain a reserve account for contingencies and replacements.

NOW, THEREFORE, BE IT RESOLVED, that Article V Section 10 and Article VI Section 2 of the Bylaws of the Association be, and they hereby are, amended as provided in **Exhibit A** attached hereto; and

BE IT FURTHER RESOLVED, that all actions taken by the officers of the Association since the last annual meeting of the Board and all contracts and debts incurred by them during such period of time on behalf of the Association be, and the same hereby are, confirmed, ratified and approved.

IN WITNESS WHEREOF, the undersigned have executed this Consent of the Board of Directors of Fall Creek Condominiums Association on one or more counterparts hereof, all of which counterparts shall be deemed but on and the same instrument, with facsimile, portable document format (.pdf) or other electronic signatures deemed to be true and legally binding signatures, as of the date first written above.

BOARD

Patricia A Porretto Patricia A Porretto
Name: Patricia A Porretto

Mary Ellen Rector 10-15-2025
Name: Mary Ellen Rector

Thomas C. Mack 10/15/2025
Name: Thomas C. Mack

Rebecca L. Juneau
Name: Rebecca L. Juneau

Terry Chipman
Name: Terry Chipman

EXHIBIT A

Amendment to Bylaws of the Association

The Bylaws of the Association are hereby amended as follows:

Amendment #7

Article V Section 10 is hereby deleted in its entirety and replaced with the following:

SECTION 10 - ADDITIONS, ALTERATIONS, IMPROVEMENTS, OR REPAIRS BY THE BOARD OF DIRECTORS: Extraordinary expenditures for additions, alterations, improvements, or repairs not originally included in the annual estimate which may become necessary during the year may be funded at the discretion of the Board of Directors. This includes methods such as but not limited to withdrawing from the reserve account, levying special assessments to all unit owners for the cost thereof as a common charge, or increasing annual assessments to replenish spent funds over time. Whenever in the judgment of the Board of Directors the common area shall require emergency additions, alterations, improvements, or repairs whereby a delay would create further damage or exacerbate the issue, the Board of Directors may proceed with the remediation without the approval of the unit owners. The Board of Directors may authorize the expenditure for non-emergency additions, alterations, improvements, or repairs not originally included in the annual estimate up to an aggregate total of \$15,000 in any one year without approval of the unit owners. Any non-emergency additions, alterations, improvements, or repairs not originally included in the annual estimate that exceed or cause to exceed the \$15,000 discretionary allowance must be approved by a majority vote of the unit owners before the Board of Directors may proceed with such additions, alterations, improvements, or repairs.

Amendment #8

Article VI Section 2 is hereby deleted in its entirety and replaced with the following:

SECTION 2 - RESERVES FOR CONTINGENCIES AND REPLACEMENTS: The Board of Directors shall build up and maintain a reasonable reserve for contingencies and replacements. If in the judgment of the Board of Directors, the balance of the reserve for contingencies and replacements is insufficient or proves inadequate for any reason, including nonpayment of any owner's assessment, the Board of Directors may at any time levy a further assessment which shall be assessed to the owners according to the Bylaws. The Board of Directors shall serve notice of such further assessment on all owners as provided in the Bylaws and such further assessment shall become effective as provided in the Bylaws. All owners shall be obligated to pay the adjusted amount.