

FALL CREEK CONDOMINIUMS

City of Appleton, Outagamie County, Wisconsin

Uecker Development LLC, Declarant

2231 Elmview Dr., Appleton, Wisconsin 54915

DISCLOSURE

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

APPROVED

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.

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

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

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 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.

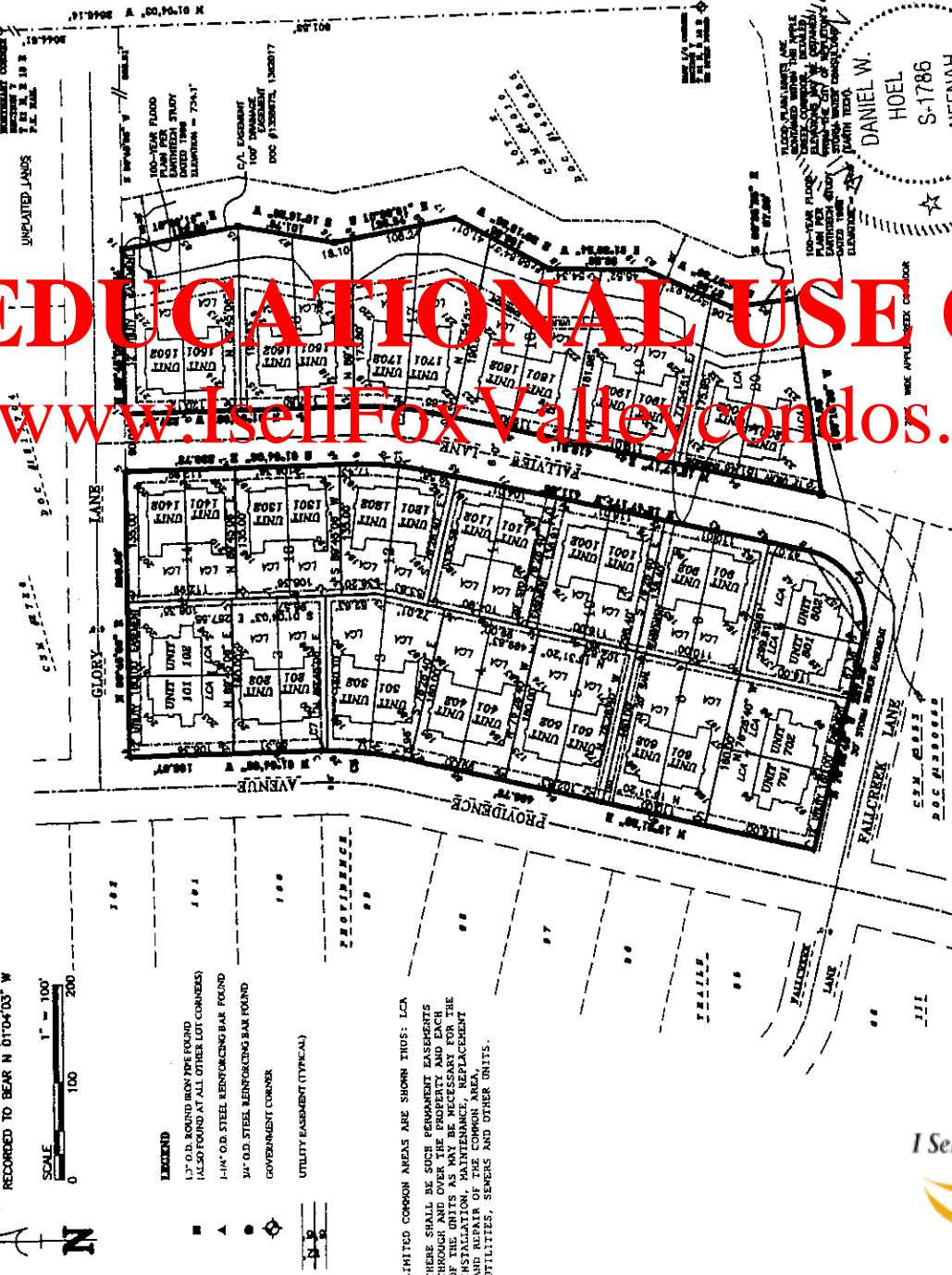
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FALL CREEK CONDOMINIUMS

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

EXHIBIT "A"

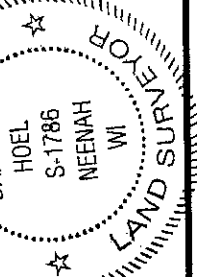
BEARINGS ARE REFERENCE TO THE EAST LINE OF THE NORTHEAST 1/4, SECTION 7, RECORDED TO BEAR N 07°04'03" W.



Unit	Easting	Northing	Description
1	1000.000	1000.000	Unit corner
2	1000.000	1000.000	Unit corner
3	1000.000	1000.000	Unit corner
4	1000.000	1000.000	Unit corner
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99	1000.000	1000.000	Unit corner
100	1000.000	1000.000	Unit corner

Dated this 21 day of January, 2003

Daniel W. Hoel

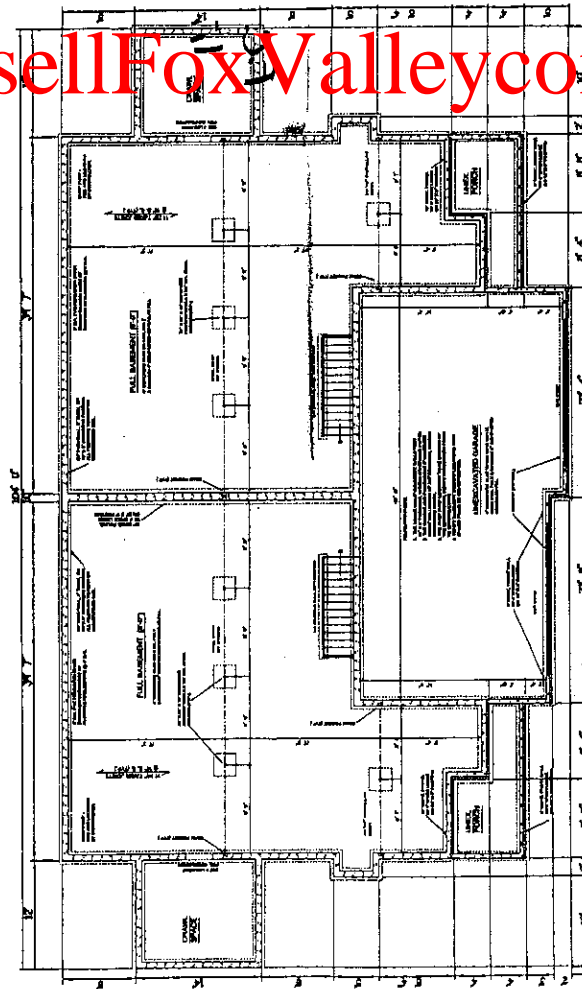


Martenson & Eisele, Inc.
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3919 American County, Neenah, WI 54956
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www.martenson-eisele.com
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Exhibit B

FALL CREEK CONDOMINIUMS

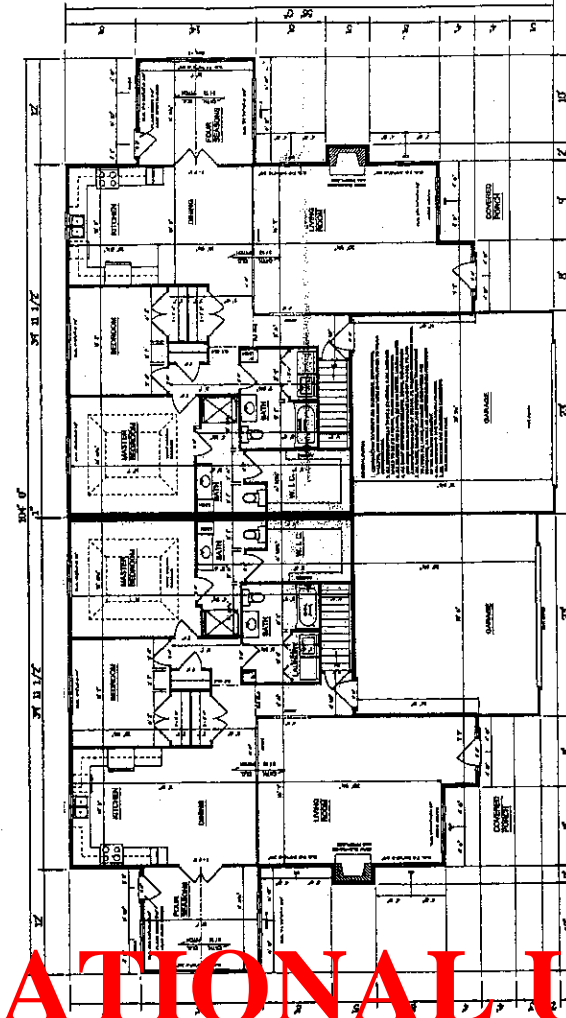
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FOUNDATION PLAN

UNITS
102,701,801

UNITS
101,702,802



FLOOR PLAN 1720 SQ.FT.PER SIDE

UNITS
102,701,801

UNITS
101,702,802

SECTION 4 – PRESIDENT
 SECTION 5 – VICE PRESIDENT
 SECTION 6 – SECRETARY
 SECTION 7 – TREASURER
 SECTION 8 – AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.
 SECTION 9 – COMPENSATION OF OFFICERS

ARTICLE V

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 SECTION 2 – INSURANCE
 SECTION 3 – REPAIR OR RECONSTRUCTION AFTER DAMAGE
 SECTION 4 – PAYMENT OF COMMON CHARGES
 SECTION 5 – COLLECTION OF ASSESSMENTS
 SECTION 6 – DEFAULT IN PAYMENT OF COMMON CHARGES
 SECTION 7 – FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES
 SECTION 8 – STATEMENT OF COMMON CHARGES
 SECTION 9 – ABATEMENT AND ENJOINING OF VIOLATIONS
 SECTION 10 – ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE BOARD
 SECTION 11 – RIGHT OF ACCESS

ARTICLE VI

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BUDGETS-ASSESSMENTS-MAINTENANCE FUNDS

SECTION 1 – PREPARATION OF ESTIMATED BUDGET
 SECTION 2 – RESERVES FOR CONTINGENCIES AND REPLACEMENTS
 SECTION 3 – COMMON EXPENSES DURING CONSTRUCTION

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MORTGAGE AND SALE OF UNITS

SECTION 1 – MORTGAGE OF UNITS
 SECTION 2 – SALE OF UNITS
 SECTION 3 – NO SEVERANCE OF OWNERSHIP
 SECTION 4 – GIFTS AND DEVISES, ETC.
 SECTION 5 – PAYMENT OF ASSESSMENTS
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ARTICLE VIII
 RECORDS

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ARTICLE IX
 USE OF UNITS

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ARTICLE X
 AMENDMENT TO BYLAWS

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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

- (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 purchase 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;

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

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.

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

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

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 DEVISES, 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

(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 garment 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

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.

FOR EDUCATIONAL USE ONLY
www.IsellFoxValleycondos.com

UECKER DEVELOPMENT LLC

By: Cindy Uecker - Member - Manager

By: _____

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

*

Notary Public, State of Wisconsin.

My commission expires _____

This instrument drafted by Attorney Larry Liebszeit.

<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

FOR EDUCATIONAL USE ONLY

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

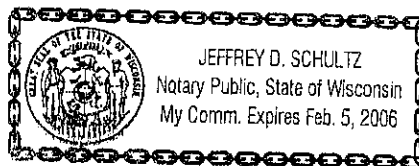
By: Cindy Uecker, Member-Manager

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

* Jeffrey D. Schultz

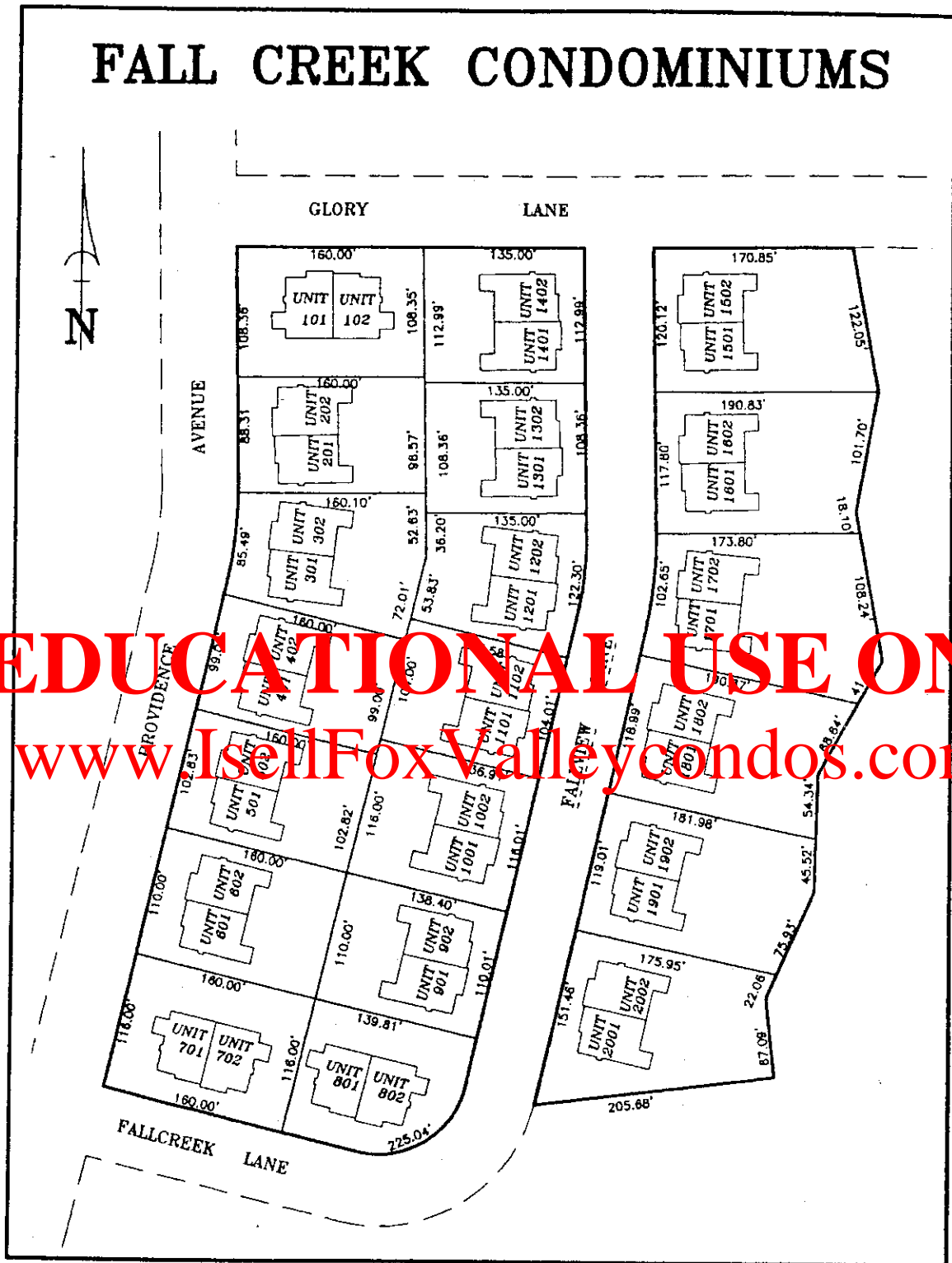
Notary Public, State of Wisconsin.

My commission expires _____



This instrument drafted by Attorney Larry Liebszeit.

FALL CREEK CONDOMINIUMS



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