

BYLAWS
OF
TIMBER TRAIL CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND PURPOSE

Section 1. Form of Unit Owner's Association: The Association of Unit Owners shall be administered as a non-profit unincorporated association.

Section 2. Name: The name of the Association is the TIMBER TRAIL CONDOMINIUM ASSOCIATION. (hereinafter "Association").

Section 3. Address: The principal office of the Association shall be located at 12150 W. Highway B. Hayward, WI 54843 This address shall also be the mailing address of the Association.

Section 4. Definitions: The Association has been organized to govern the Blueberry Pines Condominium established in compliance with Chapter 703 of the Wisconsin Statutes (the "Condominium Ownership Act"). The condominium instruments were recorded in the Office of the Sawyer County Register of Deeds, Hayward, Wisconsin on the 17th day of May, 1999. The words "Property", "Unit", "Unit Owner", "Common Expenses", "Common Surpluses", "Common Elements", "Limited Common Elements", and others are used in these Bylaws as they are defined in the Condominium Ownership Act.

The term "Executive Board" as used herein shall mean the Board of Directors and the Officers of the Association.

ARTICLE II

MEMBERSHIP

Section 1. Definition: Each Unit Owner shall be a member of the Association, and membership in the Association shall be limited to Unit Owners.

Section 2. Transfer of Membership and Ownership: Membership in the Association may be transferred only as an incident to the transfer of the transferor's Unit and his undivided interest in the Common Elements of the Condominium. Such transfer shall be subject to the procedures set forth in the Declaration.

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ARTICLE III

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the Association membership shall be held at such time and place in Sawyer County, Wisconsin, as may be stated in the notice of the meeting or at any place and time agreeable to a majority of the members.

Section 2. Right to Vote. Each unit of the condominium through its owners, shall be entitled to cast one (1) vote and to appoint two (2) directors. At any meeting of the Members, every Member having the right to appoint Directors or be valid for such meeting or subsequent adjourned meetings thereof. The owner(s) of each Unit shall file a certificate with the Secretary naming the person(s) authorized to cast said Unit's vote, and to appoint Directors. If same is not on file, the vote of such Unit shall not be considered, nor shall the presence of said owner(s) at a meeting be considered in determining whether the quorum requirement has been met.

Section 3. Membership List: At least ten (10) days before every annual meeting a complete list of Members entitled to vote and to appoint Directors, arranged numerically by Units, with the residence of each member, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the meeting at the office of the Association, and shall be open to examination by any Member throughout such time.

Section 4. Quorum: Seventy-five (75%) percent of the total number of voting members of the Association, present in person or represented by proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 5. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, or these Bylaws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 6. Waiver and Consent: Whenever the vote of Members at a meeting is required or permitted by any provision of the Wisconsin Statutes, the Declaration, or these Bylaws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action being taken.

Section 7. Annual Meeting:

A) The first annual meeting of Members shall be held at such time as the first appointment of Directors is held. In addition to the appointment of Directors at said first meeting, such other business as may properly come before the meeting may be transacted.

B) Regular annual meetings subsequent to the first meeting shall be on any date agreed to by the majority of the Members.

C) Meetings shall be held at a time agreeable to the majority of Members.

D) At the annual meeting, the Members, shall appoint a Board of Directors and transact such other business as may properly come before the meeting.

E) Written notice of the annual meeting shall be served upon mailed to each Member entitled to vote at their address as appears on the books of the Association, at least ten (10) days prior to the meeting.

Section 8. Special Meetings:

A) Special meetings of the Members, for any purpose(s) unless otherwise prescribed by statute or by the Articles, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one (1) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

B) Written Notice of a special meeting of Members stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereon, at their address as appears on the books of the Corporation, at least ten (10) days before such meeting.

C) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 9. Order of Business: The order of business at annual Member's meetings and as far as practical at other members' meetings, will be:

- A) Roll call;
- B) Reading of Minutes of the last meeting;
- C) Consideration of Communications;
- D) Resignations and elections;
- E) Reports of officers and employees;
- F) Reports of committees;
- G) Unfinished business;
- H) Original resolutions and new business;
- I) Adjournment.

ARTICLE IV

DIRECTORS

Section 1. Number and Term. The number of directors which shall constitute the whole board shall be not less or more than twelve (12). All directors shall be Members of the Association. Each unit of the condominium shall be entitled to appoint two (2) members to the Board of Directors. Each Director so appointed shall serve for a term of two (2) years.

Section 2. Vacancy and Replacement. If the office of any director or directors becomes vacant by reason of death, resignation, or sale of his unit, the unit which holds appointment rights shall be required to appoint a successor or successors within thirty (30) days.

Section 3. Removal: Directors may be removed by an affirmative vote of a majority of the qualified votes of members.

Section 4. Powers: The property and business of the Association shall be managed by the Board of Directors, which may exercise all powers not specifically prohibited by statute or the Declaration. No restrictions or regulations may be placed upon the property and business of the Association by any first mortgage lender without the written approval of each Unit Owner of the Association and each member of the Board of Directors. The Powers of the Board of Directors shall specifically include, but not be limited to the following:

- A) To levy and collect according to the provisions of the Condominium Ownership Act, the Declaration, and these Bylaws regular and special Assessments for Common Expenses.

B) To use and expend the Assessments collected, to maintain , repair replace, care for and preserve the Units, Limited Common Elements and common Element, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners, and for other Common Expenses.

C) To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D) To enter into and upon the Units when necessary, with as little inconvenience to the Owners as possible, and then only after a reasonable effort to give notice to the Unit Owner, in connection with said maintenance, care and preservation.

E) To designate and hire personnel necessary for said maintenance, repair, replacement, care and preservation.

F) To insure and keep insured said Property in the manner set forth in the Declaration against loss from fire and other casualty and the Unit Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

G) To collect delinquent Assessments by suit or otherwise, abate nuisances; and enjoin or seek damages from the Unit Owners for violations of these Bylaws and the Declaration.

H) To employ and compensate such personnel as may be required for the maintenance and preservation of the property.

I) To make reasonable Rules and Regulations for the occupancy of the Units and use of the Common Elements.

J) To carry out the obligations of the Association under any easements, restrictions or covenants running with any land submitted to Condominium ownership.

K) To maintain legal actions, on behalf of the Unit Owners or the Association with respect to any cause of action relating to the common areas and facilities of more than one unit.

L) To adopt budgets for revenues, expenditures and reserves.

M) To cause additional improvements to be made as a part of the Common Elements.

N) To grant easements through or over the Common Elements.

O) Expansion Authorization. Any expansion shall be as outlined in the Declaration of Timber Trail Condominium.

Section 5. Compensation: The Directors and Officers of the Association shall receive no compensation for their services, except by specific resolution of the membership.

Section 6. Meetings:

A) The first meeting of each Board newly appointed by the Members shall be held immediately upon adjournment of the meeting at which they were appointed provided a quorum of a majority of the Board shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting, and immediately after the adjournment of same.

B) Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram or telephone, at least ten (10) days before the date of such meeting, but the directors may waive notice of the calling of the meeting. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

C) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provisions of the Wisconsin Statutes, the Declaration, or Bylaws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 7. Order of Business: The order of business at all meetings of the Board shall be the same as for member's meetings, Article III, Section 9, page 3, above.

Section 8. Annual Statement: The Board shall present, no less often than at each annual meeting a full and clear statement of the business and condition of the Association including a report of the operating expenses of the Association and the assessments paid by each member.

ARTICLE V

OFFICERS

Section 1. Executive Officers: The executive officers of the Association shall be a President, Vice President, Treasurer, and Secretary, all of whom shall be elected

annually from the membership by a majority vote of said Board at the annual meeting of the Board as established by these Bylaws. Any two of said offices may be united in one person, except that the President shall not also be the Vice President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to an officer.

Section 4. The President.

A) The President shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, and shall see that all orders and resolutions of the Board are carried into effect.

B) The President shall supervise and direct all other officers of the Association and shall see their duties are performed properly.

C) The President shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) or at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to their notice.

D) The President shall be an exofficio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of an association.

Section 5. The Vice President.

The Vice President shall assist the President, and if necessary, serve in his absence.

Section 6. The Secretary.

A) The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose. These minutes shall include all resolutions adopted at such meetings.

B) The secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as otherwise required by Law.

C) The Secretary shall be custodian of the corporate records and any seal of the Association and shall see that any seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws.

D) The Secretary shall keep a current roster of the names and addresses of each Member, which shall be furnished to the Secretary by such Member.

E) The Secretary shall also count and record the votes at all meetings of the Members.

F) In General, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer:

A) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C) The Treasurer shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Elements and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Elements and Facilities and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Members at convenient hours.

D) The Treasurer may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Association in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies: If the office of the President, Vice President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors Shall request the owner of the Unit which appointed that Board member to choose a successor who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations: Any Director or other officer may resign his office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE VI

NOTICES

Section 1. Definitions: Whenever under the provisions of the Wisconsin Statutes, the Declaration, or these Bylaws, notice is required to be given to any Director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Service of Notice Waiver: Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration, or these Bylaws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address: The address for notice to the Association is
12150 W. Highway B, Hayward, WI 54843.

ARTICLE VII

FINANCES

Section 1. Fiscal Year: The fiscal year shall be the calendar year.

Section 2: Checks: All checks or demands for money of the Association shall be signed by either the President or Treasurer. The Board of Directors by resolution may require more than one (1) signature.

Section 3: Determination of Assessments:

A) In furtherance of the provisions as set forth in the Declaration, the Board of Directors shall fix Assessments adequate to meet the Common Expenses of the Condominium. Common Expenses shall include, but not be limited to:

1) The cost of operating, maintaining, repairing or replacing all common elements, Limited Common Elements and equipment, including all walls, sidewalks, driveways and all areas or facilities, including parking areas, actually used and available for use in common by Unit Owners and tenants, and the employees, agents, servants, customers and other invitees of Unit Owners and tenants.

2) The cost of maintaining adequate insurance coverage as required by the Declaration or as directed by the Board of Directors.

3) Trash, Rubbish, Garbage and other refuse removal from the Common Elements.

4) Any compensation to be paid to members or others for work done for the benefit of the Association and all other expenses of the Association approved by the Board of Directors or membership.

5) Maintenance of a working capital fund, at least during the initial months of the condominium.

The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses provided in the Declaration. Said assessments shall be payable as provided in the Declaration. Special assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessments.

B) When the Board of Directors has determined the amount of any assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Unit Owners. All assessments shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.

C) Notwithstanding anything in these Bylaws, or the Declaration which authorize expenditures after the first election of Directors, no expenditure for the improvement of the Common Elements exceeding \$500.00 per annum shall be made without the approval of seventy-five (75%) percent of the Membership.

Section 4. Books of Receipts and Expenditures; Availability for Examination:
The Association shall keep detailed, accurate records using standard bookkeeping procedures of the receipts and expenditures affecting the Common Elements, specifying the itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours.

ARTICLE VIII

RULES AND REGULATIONS

In addition to the other provisions of these Bylaws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Directors, shall govern the use of Units and the conduct of all residents thereof.

- A) Units shall be used for residential purposes subject to rental by owner.
- B) Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such way as to be injurious to the reputation of the condominium.
- C) The use of the Unit and the undivided interest in the Common Elements appurtenant to such Unit in the percentage specified and established in the Declaration shall be consistent with existing law and the Declaration to which these Bylaws become a part.
- D) Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
- E) The Common Elements shall be kept free from rubbish, debris, and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.
- F) Unit Owners shall not do any work which would jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the consent of seventy-five (75%) percent of all the unit owners.

ARTICLE IX

DEFAULT

In the event a Unit Owner does not pay any sum, charge, or Assessment required to be paid to the Association within thirty (30) days from the due date, the same shall constitute a lien on the interest of such Unit Owner as provided under the Wisconsin Condominium Ownership Act. Such lien may be asserted as provided in Section 703.16 of Condominium Ownership Act. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without the assertion of the lien securing the same.

In the event a statement of condominium lien has been filed pursuant to the above-referred-to statute section, the Owners of that Unit may not vote at any subsequent regular or special meetings of the Association until the amount due and owing has been paid.

In the event of a violation of the provisions of the Declaration or Bylaws, which violation is not corrected within thirty (30) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation.

In the event such legal action is brought against a Unit Owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorney's fees and court costs.

Each Unit Owner, for himself, his heirs, successors, and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the association and regardless of the availability of the other equally adequate procedures. It is the intent of all Unit Owners to give the Association such powers and authority which will enable it to operate on a businesslike basis to collect those monies due and owing it from Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

ARTICLE X

AMENDMENT

These Bylaws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be an affirmative vote of seventy-five (75%) percent of all the Members to amend these Bylaws. No amendment to these Bylaws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee unless that mortgagee expressly consents.

ARTICLE XI

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

If there is any conflict between any provisions of these Bylaws and any provisions of the Declaration or the Condominium Ownership Act, the latter two shall control.

The foregoing was adopted as the Bylaws of Blueberry Pines Condominium Association, at the first meeting of its Board of Directors.

Secretary

APPROVED:

Director

ANNUAL OPERATING BUDGET FOR
TIMBER TRAIL CONDOMINIUM

Maintenance Weekly

Mow lawns	4 hours	
Rake beach	1 hour	
Clean Fish house	1 hour	
Raking	1 hour	
Garbage pickup	1 hour	
Weed wacking	2 hours	
Misc.	2 hours	
Total	12 hours @ \$ 20.00 per hour for 15 weeks =	\$3,600

Seasonal Work

Turn on water -- fish house		
Drain water		
Insulate well house		
Septic pumping- every 3 years		280.00
Garbage Dumpster		600.00
Snowplowing		825.00
Miscellaneous repairs		200.00
Road maintenance & yard		480.00
Docks in and out		320.00
Common Electric		125.00
Materials & supplies		500.00
Total		4,280.00

Units 1 thru 13 are assessed \$503.67 per year, and units 14,15,&16 are assessed \$472.19 per year.
The 16 units will produce annual income of 7,880.00

NOTE: This assessment does not include insurance. Assessment for units 14, 15 & 16 will be discounted for the cost of septic pumping as they will have individual systems and will maintain those individually.. and for the common electric. Also this does not include lawn and yard maintenance of units 14,15, & 16.

276484

Register's Office } SS
Sawyer County }
Received for record this 17 day of
MAY AD 19 99 at 2:20 o'clock
P M and recorded as vol. 1672
of Records on page 331-354
Felicia Fourman
Register

Deputy
RET. TRI-R-REALT4 \$56.00

DECLARATION OF CONDOMINIUM
OF
TIMBER TRAIL CONDOMINIUM

The Declaration of Condominium is made under the
Condominium Ownership Act, Chapter 703 of the Wisconsin
Statutes, by ALAN J. REINEMANN AND MARY R. REINEMANN, hereinafter
referred to collectively as the "Declarant".

I. INTENT.

It is the intent of the Declarant, pursuant to this Declaration of Condominium, to
submit the land and improvements described herein to condominium ownership and use
in the manner provided by the Wisconsin Condominium Ownership Act.

II. DESCRIPTION OF LAND.

The land subject to this Declaration is owned by the Declarant and is more fully
described in Exhibit "A", attached hereto and incorporated herein by reference as though
fully set forth. It is located in the Township of Round Lake, County of Sawyer, State of
Wisconsin. The mailing address is 12150 W. Highway B, Hayward, WI 54843.

III. DESCRIPTION OF UNITS.

There are presently existing Units 1,2,3,4 and 5 as shown on the condominium
plat.

The Declarant reserves the right to build the remaining units 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 as shown on the plat. A Survey Plan of the land showing the location of said units and proposed units is attached to this Declaration as Exhibit "A" and shall hereafter be referred to as the "Condominium Plat". Diagrammatic floor plans showing the approximate dimensions and floor area of each building on the land is attached to this Declaration as Exhibit "B".

The Units are intended for residential use.

IV. INTERPRETATION OF PLANS.

If there is any minor variance between (a) any existing physical boundaries of any unit, common or limited common element and (b) this Declaration or Condominium Plat as recorded, the former shall be conclusively presumed to be its boundary. The same presumption shall apply to any authorized repair or reconstruction. However, in the event of a significant variance, the Condominium Plat or Declaration shall control.

V. UNITS.

Units are identified on the condominium plat by a number designation and the garages to be built shall be assigned corresponding numbers. Units are that part of the condominium intended for the exclusive use of each unit's owner, his, her or their family, and those persons authorized to use or occupy each unit. The boundaries of each building in each unit are as follows:

- a) The upper boundary shall be the exterior surface of the roof.
- b) The lower boundary shall be the surface of the ground situated beneath the first floor, excavated as applicable to a depth sufficient for a crawl space foundation, slab, or basement together with an outside entrance, and any attached decks and steps.
- c) The side boundaries shall be the vertical planes of the exterior wall surfaces of each unit, and shall include all windows and doors, window and door frames and accessories, roof overhangs and gutters, attached decks, deck railings, and steps.
- d) In addition, included within each unit shall be the following items even though all or part of the items may be outside of the above described buildings.
 - 1) All floor, baseboard, wall and ceiling mounted electrical switches, outlets and fixtures, junction boxes serving them and wiring connecting such junction boxes and switches, outlets and fixtures, but excluding electric supply wire.
 - 2) All plumbing fixtures and pipes situated within the perimeter of each building, but expressly excluding the water shut off valve situated on the outside of Unit 2 & 3.
 - 3) All heating devices located within each building and all appurtenant pipes, wires and valves.
 - 4) The units presently share three common wells. The units share a septic system subject to the rights of the owner of Lot 4 lying Northwest of said plat using said septic system or said owner has the right to install a new septic system on the back portion of condominium plat as long as it does not encumber the unit owners in any way. All parties sharing the septic system shall share in any repair or maintenance of said system.

VI. COMMON ELEMENTS.

"Common Elements" without intending to limit the terms, include:

- a) The land described in Exhibit "A" (including that land upon which each building is located, including walkways, driveways, parking areas not designated as "Limited Common Elements, and fences located thereon.
 - b) All recreation areas, including the beach.
 - c) Fish house
 - d) Common driveways as shown on Exhibit "A" subject to use by owners of Lots 1-4 lying Northwest of the Condominium.
 - e) All utility components not expressly designated as part of a "Unit", or "Limited Common Element", including plumbing, mechanical systems for well water, electric and telephone lines and appurtenant components thereto which serve more than one unit.
 - f) All tangible personal property and fixtures, if any, acquired by the Timber Trail Condominium Association (hereafter referred to as the Association) for use in the operation, maintenance and management of the condominium.
 - g) All other parts of the property, necessary or convenient to the existence, maintenance and safety of the condominium as a whole that are normally of common use or benefit.
- The Common Elements are owned by the Unit Owners, each having an undivided 1/16th interest therein. Each Unit Owner, his, her or their assigns, successors in interest, agents, employees, lessees, sublessees, mortgagees or licensees may use the Common

Elements in accordance with the purpose for which they were intended, according to this Declaration, the Bylaws of the Association, Rules and Regulations adopted by the Association, and the Wisconsin Condominium Ownership Act.

However the portions of the common elements designated as limited common elements may be used only by the unit Owner of the Unit to which their use is limited in this declaration and in the Association Bylaws, and by those persons authorized by the Unit Owners to use their respective limited common elements.

VII. LIMITED COMMON ELEMENTS.

The "Limited Common Elements", without intending to limit the term include:

- a) Parking and access areas located adjacent to or near the units including 12 feet on the lakeside of each unit. The Limited Common Elements are shown on the plat, Exhibit "A".
- b) Piers shared by units as shown on the plat attached hereto.
- c) Proposed garage with numeric designation given each respective area to be reserved for the exclusive use and possession of the Owner of the corresponding Unit number. Unit owners have the right to build a garage stall as shown on the condominium plat coinciding with their unit number however, said garage stall cannot exceed 20' x 24' and garages must be built in a bank of 4 as shown on the plat. No individual garages shall be allowed except garage building 14 as shown on the plat. Garage unit 15 (in the garage building which includes stalls for 6, 7 and 8) and garage 14 shall be reserved for use by the Declarant.

There shall be 4 garage stalls to each garage building as shown on the plat, except garage 14 which is a building by itself and 5 & 13 will be built as a pair.

The Limited Common Elements respectively are reserved for the exclusive use and possession of the Owner of the Unit to which each Limited Common Element pertains and to that Owner's assigns; successors in interest, lessee, sublessees, invitees and licensees.

VIII. INTERPRETATION OF CONDOMINIUM PLAT.

If there is a minor variance between (a) any existing physical boundaries of any unit, common or limited common element and (b) this Declaration or Condominium Plat as recorded, the former shall be conclusively presumed to be its boundary. The same presumption shall apply to variances resulting from any duly authorized repair or reconstruction. These presumptions apply only to variations within the condominium. A significant variance shall require a corrected survey and condominium plat, to be paid for and recorded by the Association.

IX. AGENT FOR SERVICE OF PROCESS.

The initial Resident Agent for service of legal process, as well as for the condominium generally, shall be Alan J. Reinemann 12150 W. Highway B, Hayward, WI 54843. The Resident Agent shall also serve, as required by law, as the Registered Agent of the Association of Unit Owners. The Association, may, at any time, designate a Successor Agent, upon Resolution of its Board of Directors.

X. ASSOCIATION OF UNIT OWNERS.

All Unit Owners shall be members of Timber Trail Condominium Association.

The operation of the condominium shall be vested in the Association. The powers and duties of the Association shall include those set forth in the Association Bylaws, the Wisconsin Condominium Ownership Act, and this Declaration. No Unit Owner, except an officer of the Association, or member of its Board of Directors shall have any authority to act for the Association. Notwithstanding any express or implied powers given to the Association by its Bylaws as adopted, the Association shall not be entitled to do any of the following acts, except as provided by statute in cases of condemnation or substantial loss to the units of the condominium project, unless three-quarter (3/4) of the first mortgagees (based upon one (1) vote for each first mortgage owned), and three-fourths (3/4) of the Unit Owners shall have given their prior written approval.

- a) By act or omission, seek to abandon or terminate the condominium project.
- b) Change the pro-rata interest or obligations of any individual condominium unit for the purpose of:
 - I) levying assessments or charges or allocated distributions of hazard insurance proceeds or condemnation awards, or,
 - II) determining the pro-rata share of ownership of each condominium unit in the common elements.
- c) Partition or sub-divide any condominium unit which shall include the division of a unit into so-called "Time Shares" whereby blocks or units of time are sold to third parties.

d) By act or omission, seek to abandon, partition, sub-divide, encumber, sell or transfer the common elements.

e) Use hazard insurance proceeds for losses to any condominium property whether to units or to common elements, for other than the repair, replacement or reconstruction of such condominium property.

XI. VOTING RIGHTS AND DECLARANT CONTROL.

There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known and hereinafter referred to as a "voting member". Such voting member may be the Owner of one of the group composed of all of the Owners of a Unit or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board and shall be revocable at any time by actual notice to the Board of the Death or judicial declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. If more than one person owns a unit, the One (1) vote attributed to that Unit shall be cast unanimously by all the Unit's owners, or it shall not be counted. There shall be no fractional vote. Any and 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 other action as a voting member either in person or by proxy. Notwithstanding the provisions above, and except as provided below, the

Declarant hereby expressly reserves the right to exercise all powers and responsibilities of the Unit Owners Association as assigned to it by this Declaration, the Association by-Laws and Chapter 703 of the Wisconsin Statutes. The period of Declarant control shall begin on the date the first condominium unit is conveyed by Declarant to any person or entity other than the Declarant. The period of Declarant control shall end upon the earlier of the following:

(a) The expiration of three years following commencement of Declarant control.

(b) The expiration of 30 days after the conveyance of 75% of the Common Element interest to purchasers.

Notwithstanding the above, the Unit Owners, other than the Declarant shall be permitted to elect directors of the Unit Owners Association as expressly granted in Section 703.15(2)(d) and (f) of the Wisconsin Statutes (1997-1998).

XII. EXPANDABILITY.

The Declarant reserves the right to expand the condominium by building the proposed units as shown on the plat attached hereto. Units 14, 15, and 16 shall not have joint use of the water and septic system and therefore their share of the maintenance fees shall be adjusted proportionately to the amenities and services available to them.

XIII. BYLAWS, RULES AND REGULATIONS.

The Association may promulgate and amend such reasonable bylaws, rules and regulations as necessary and desirable to carry out the purposes and intents of this

Declaration, to promote the harmonious usage of the Common Elements and to cause each Unit Owner to be free from any unreasonable interference with the use of such Owner's Unit and appurtenant Limited Common Element.

XIV. COMPLIANCE.

Each unit owner and any person using the property in any manner shall comply strictly with the terms of this Declaration, the By-Laws and the Rules adopted pursuant thereto, as either of the same are amended from time to time, as well as the Wisconsin Condominium Ownership Act. All decisions, contracts, agreements and determinations duly made by the Association in accordance with its Articles and By-Laws shall be binding on all Unit Owners whether they participated in such action or not. Failure to comply shall be grounds for an action to recover damages or to obtain injunctive relief, or both, maintainable by the Association or in a proper case, by an aggrieved Unit Owner. In addition, water or electricity may be terminated for any nit whose owner is in violation of the Declaration or the By-Laws.

XV. MAINTENANCE AND REPAIR OF UNITS.

Each Unit Owner shall be responsible for the maintenance, repair, reconstruction, and appearance of his, her or their Unit. Each unit shall be maintained in good condition, appearance and repair at all times. This responsibility shall extend to and include the Limited Common Elements associated with each unit.

In the event any unit or Limited Common Element is not properly maintained or repaired, the Association may perform such maintenance and assess the Owner of the appurtenant Unit the reasonable cost thereof. Any repair of the Limited Common Element must be completed within one (1) year of commencement.

XVI. MAINTENANCE AND REPAIR OF LIMITED COMMON ELEMENTS.

Each Unit Owner shall be responsible for the maintenance, repair, reconstruction and appearance of his, her, or their Limited Common Element.

In the event any Limited Common Element is not properly maintained or repaired the Association may perform such maintenance and repair and assess the Owner of the appurtenant Unit the reasonable cost thereof.

XVII. MAINTENANCE AND REPAIR OF COMMON ELEMENTS.

The Unit Owners shall be jointly responsible for the maintenance, repair and appearance of the Common Elements. In the event that any Unit Owner is remiss in fulfilling the above responsibilities the Association may perform them and assess the errant Owner the proportionate reasonable cost thereof.

XVIII. ASSOCIATION'S RIGHT OF ENTRY FOR MAINTENANCE, REPAIR, AND RECONSTRUCTION.

The Association shall have an irrevocable right and an easement to enter Units, and Common Elements for the purpose of maintenance, repair, and reconstruction specified in provisions XV and when repairs reasonably appear necessary for public

safety to prevent damage to other portions of the condominium. Except in cases involving manifest danger to public safety or property, the Association shall make a reasonable effort to give notice to the Owner of any Unit to be entered for such purposes. No entry by the Association for these purposes may be considered a trespass.

XIX. EASEMENTS AND RESERVATIONS.

- a) All unit owners shall have the right to use the lake access as shown on the Plat being a part of Lot 4 of Certified Survey Number 2393.
- b) For Utilities. The Unit Owners, the Association, and the Declarant (until such time as their interest in the property terminates) shall each have easements for utility purposes, over, under, along and on any part of any unit, the Limited Common Elements and Common Element.
- c) For maintenance, Alteration, and Repair. Each Unit Owner shall have an easement over and into the surfaces of the Limited Common Elements and Common Element abutting his, her, its or their unit for the purpose of maintenance, alteration and repair provided that this easement shall not be construed so as to allow the owner to impair the structural integrity of any portion of the property or to change the boundaries of the unit, or to interfere with the rights of the other Unit Owners in the Limited Common Elements or Common Element.
- d) Easements Run With the Land. All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association. No Unit Owner shall do any work which would jeopardize

the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the written consent of the other Unit Owners. The condominium shall be subject to the following easements:

1. Reservation for the owner of Lot 4 of Certified Survey No. 2393 to place a septic system on the back portion of the condominium property designed as common area.
2. Subject to the right of the owners of Lots 1 through 4 of Certified Survey Maps No. 2393 to use both 30' access roads as shown on the condominium plat.
3. Subject to the right of the owners of Lots 1 through 4 of Certified Survey Maps to use the common well located on the condominium property subject to said owners sharing in the maintenance and repair costs of said well.
4. Subject to Declarant's right to cut timber on the condominium area during Declarant control.
5. Subject to the right of the owners of Lots 1 through 4 of Certified Survey Map to use the swimming beach, boat ramp and the common dock as shown on the condominium plat. Also subject to the Declarant's use of said beach, boat ramp and common dock after Declarant control has ceased.
6. After the purchase of any condominium unit, the Association shall reserve the right to approve all secondary sales of the units. The Association shall have 30 days upon receipt of any secondary offer to approve the same. If no notice from the Association is

received objecting to said sale, the owner may proceed with the consummation of said transaction.

XX. INSURANCE.

The Association shall obtain fire, casualty, and extended coverage insurance for the property insuring it against loss or damage by fire and other hazards for not less than the full replacement value of the property (that is all Units, the Common Element and Limited Common Elements). The Association shall also obtain appropriate liability insurance, insuring Unit Owners, their assigns, successors in interest, agents and employees, against claims arising out of their ownership of, use, presence on or any other association with the Units, Common Element, or Limited Common Elements of the condominium. Such coverage shall be written on the property in the name of the Association as trustee for each of the Unit Owners, both collectively and individually, and their first mortgagees, as their interest may appear. The Proportion of coverage attributable to each unit shall be determined by a qualified insurance agent or broker selected by the Association. That same proportion shall be used to determine how much of the total premium charges for each year shall be assessed to each unit owner. The fact that this insurance is required and obtained shall not in any way affect the right each Unit Owner to insure his, her, its or their own unit for personal benefit.

Insurance proceeds derived from fire and other hazard insurance shall be disbursed by the trustees to the Unit Owners and/or their mortgagees as their interests

may appear. In the event of damage or destruction to all or part of any Unit or the Common or Limited Common Elements of the condominium, the Unit Owners, in conformance with their responsibilities set forth in provisions XV shall promptly undertake its repair or reconstruction to its former condition or one compatible with the remainder of the condominium. The cost of such repair or reconstruction which exceeds available insurance proceeds shall be born singly or jointly by the Unit Owners in accordance with their responsibilities set forth in provisions herein. Similarly, any surplus in insurance proceeds over construction costs shall be disbursed on the same basis. All plans for repair or reconstruction must be submitted to and approved by the Association prior to the commencement of construction.

XXI. COMMON EXPENSES AND SURPLUSES.

The expenses incurred by the Association in performing its responsibilities or otherwise duly incurred shall be called "Common Expenses". The Common Expenses shall be charged to the Unit Owners according to their percentage interest of each in the Common Elements except for insurance premiums, which shall be separately determined.

All Unit Owners shall be liable for all assessments, or installments thereof, coming due while owning a unit. Liability for assessments may not be avoided by waiver of the use and enjoyment of any Common Elements or by abandonment of the unit for which the assessments are made. All assessments, until paid, together with interest thereon not exceeding the highest rate then permitted by law and the actual costs of collection, shall constitute a lien on the unit on which it is assessed. The assertion and release of such lien shall be governed by Section 703.16 of the Wisconsin Condominium

Ownership Act. However, this lien shall not apply to the interest of a first mortgage lender or a buyer in foreclosure proceedings who acquired his, her, its, or their interest pursuant to foreclosure proceedings or at a foreclosure sale. In addition, the interest of any purchase money mortgagee shall be prior to the creation of the purchase money mortgage interest. Any Common Surpluses of the Association may be distributed among the Unit Owners or credited against any assessments outstanding against a Unit Owner in the same percentage governing the assessment.

XXII. SEPARATE TAXATION.

Every unit and its percentage interest in the Common Elements shall be deemed to be a separate parcel and subject to separate assessments and taxation for all types of taxes authorized by law including but not limited to, special ad valorem levies and special assessments. 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 the relative value of his or her unit, determined by the purchase price compared to the aggregate value of all units, determined by the aggregate purchase prices.

XXIII. UTILITIES.

Utilities are metered separately at this time. A common meter will be shared for the septic system, the lighting and the fish house and each unit shall pay their proportionate share for said utility.

XXIV. PETS, NUISANCES.

No animals of any kind shall be raised, bred or kept in any Unit, Limited Common Area or in the Common Elements.

XXV. CONVEYANCE AND DISPOSITION.

The legal description of each unit for all conveying purposes shall consist of a number designation as shown on the Condominium Plat recorded with this Declaration. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided by the Act. Each unit shall consist of the space enclosed and bounded as described in paragraph III above. Each Unit Owner shall have the right to mortgage or encumber his respective unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements.

XXVI. CONDEMNATION. In the event of condemnation proceedings commenced against the condominium, including any Unit, Common Elements or portion thereof, the allocation of any award shall be governed by Section 703.19(3) of the Wisconsin Statutes, except that before a Unit Owner shall be paid any portion of the award, any unpaid first mortgagee of his interest shall be paid in full.

XXVII. AMENDMENT.

This Declaration may be amended only with the written consent of all Unit

Owners and their first mortgagees. Any amendment so adopted shall be certified by the President and Secretary of the Association in a form suitable for recording and shall become effective upon recording with the Sawyer County Register of Deeds.

XVIII. REVOCATION. This Declaration may be revoked and the property removed from the provisions of the Wisconsin Condominium Ownership Act by a duly recorded instrument to that effect. Section 703.28 of the Wisconsin Condominium Ownership Act shall govern such removal.

XXIX. ARBITRATION OF DISPUTES.

In the event the Unit Owners, per se, or as members or officers of the Association can not resolve differences of opinion on serious matter(s) which must be resolved in order that the intents and purposes of this declaration be carried out, any such disputant may give written notice to all Unit Owners that the matter(s) will be submitted for arbitration if not resolved within five days.

Upon receipt of this notice the disputants shall review the matter(s) in an effort to resolve them. If they remain unresolved at the end of the five (5) day period, the disputants shall attempt to agree on an arbitrator. If they can not, they shall each name a proposed arbitrator, and the two proposed arbitrators shall select a 3rd person and the three shall serve as an arbitration panel chaired by the 3rd person to resolve the dispute. The expense of the arbitration shall be shared equally by the disputants.

