

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
RIVER MILL CONDOMINIUM

THIS FIRST AMENDMENT to the Declaration of Condominium of River Mill Condominium entered into this 13th day of May, 1986, by Paine-Eisch Development Corporation, a Wisconsin corporation, Declarant.

WITNESSETH:

Declarant recorded a Declaration of Condominium of River Mill Condominium in the Office of the Register of Deeds for Winnebago County, Wisconsin, on May 7, 1986 as Document No. 651204, which subjected certain property in the City of Oshkosh, Wisconsin to the Condominium Ownership Act (the "Act"). Pursuant to the provisions of Paragraph 17 of the Declaration, the Declaration may be amended by the vote or consent of the owners of 75% of the unit owners and mortgagees. Declarant is the owner of more than 75% of the Units and desires to amend the Declaration by adding Paragraph 20 pertaining to future access to Outlot 11. There are no mortgages from unit owners.

NOW, THEREFORE, Declarant hereby amends said Declaration as follows:

Paragraph 20 is hereby added to read as follows:

20. ACCESS TO OUTLOT 11. Notwithstanding anything contained in the Declaration or the Condominium Plat to the contrary, Declarant does not make any warranties as to the future use of the previously used and presently existing roadway over Outlot 10 which connects the major tract of land upon which the condominium building is located and Outlot 11 upon which the tennis courts and supplemental parking will be located. Declarant does warrant such access via Arboretum Drive.

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

PAINE-EISCH DEVELOPMENT CORPORATION,
a Wisconsin corporation

By Terrance Eisch
Terrance Eisch, President

Attest Frank W. Eisch
Frank W. Eisch, Secretary

100

Personally came before me this 13th day of May, 1986, Terrance Eisch, President, and Frank W. Eisch, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Fintan M. Flanagan
Fintan M. Flanagan, Notary Public
Winnebago County, Wisconsin
My Commission is permanent

This instrument was drafted by:
Fintan M. Flanagan
FLANAGAN & REFF
404 N. Main Street
Oshkosh, WI 54901

13

651882 //

✓ 651203
✓ 651204
✓ Vol 1 Index Photo - 64

Register's Office
Winnebago County, Wis.
Received for record
this 16th Day of
May
1:04 o'clock PM

Wm. J. Adams
REGISTER OF DEEDS

Log
6-28

Fenton Flanagan

DISCLOSURE MATERIALS

RIVER MILL CONDOMINIUM

1645 Arboretum Drive
Oshkosh, Wisconsin, 54901

DECLARANT

Paine-Eisch Development Corporation,
a Wisconsin corporation
1775 Maricopa Drive
Oshkosh, Wisconsin, 54901

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS 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 ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OR ANY DESPOSITS MADE.

This instrument was drafted by:
Fintan M. Flanagan of
FLANAGAN & REFF
404 N. Main Street
Oshkosh, WI 54901

INDEX OF DISCLOSURE MATERIALS

The disclosure materials the Declarant is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

1. Declaration. The Declaration establishes and describes the condominium, the units and common areas. The Declaration begins on page 1.
2. By-Laws. The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page 22.
3. Articles of Incorporation. The operation of a condominium is governed by the Association, of which each unit owner is a member. Powers, duties, and operation of the Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page 40.
4. Management or Employment Contracts. Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page 44.
5. Annual Operating Budget. The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page 46.
6. Floor Plan and Map. The Declarant has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page 16.

DECLARATION OF CONDOMINIUM
OF
RIVER MILL CONDOMINIUM

TABLE OF CONTENTS

	<u>Page</u>
1. Purpose.....	3
1.1 Name and Address.....	3
1.2 Land.....	3
2. Definitions.....	3
2.1 Association.....	3
2.2 Combined Unit.....	3
2.3 Common Expenses.....	3
2.4 Common Expenses and Common Surpluses.....	3
2.5 Condominium.....	3
2.6 Condominium Instruments.....	3
2.7 End Unit.....	4
2.8 Expandable Condominium.....	4
2.9 Limited Common Elements.....	4
2.10 Majority or Majority of Unit Owners.....	4
2.11 Mortgagee.....	4
2.12 Person.....	4
2.13 Property.....	4
2.14 Unit.....	4
2.15 Unit Number.....	4
2.16 Unit Owner.....	4
3. General Description - Units.....	4
3.1 Improvements.....	4
3.2 Units.....	5
3.3 Unit Boundaries.....	5
3.4 Identification of Units.....	5
3.5 Garages.....	5
3.6 Garages - Boundaries.....	6
3.7 Garages - Restriction on Transferability.....	6
3.8 Garages - Percentage of Ownership.....	6
3.9 Detached Garages - Option to Construct.....	6
3.10 Entryway.....	7
4. General Description - Common Elements.....	7
4.1 Common Elements.....	7
4.2 Limited Common Elements.....	7
4.3 Parking Spaces.....	7
4.4 Contracts with other Associations or other entities.....	7
5. Percentage of Ownership in Common Elements.....	8

6.	Association - Voting Rights.....	8
7.	Residential Purpose.....	9
8.	Service of Process.....	9
9.	Destruction and Reconstruction.....	9
9.1	Full Insurance Coverage.....	9
9.2	Insufficient Insurance Proceeds - Repair.....	10
9.3	Insufficient Insurance Proceeds - Partition....	10
10.	Maintenance.....	10
10.1	By the Association.....	10
10.2	By the Unit Owner.....	10
11.	Expanding Condominium.....	11
12.	Liability for Common Expenses of Limited Common Expenses.....	12
13.	Waiver of Damages.....	12
14.	Alterations Within Units.....	12
15.	Increases and Decreases in Size and Number of Units.	12
16.	Easements.....	13
17.	Amendments.....	13
18.	Interpretation of Declaration.....	13
19.	Severability.....	14
20.	Exhibits -	
	Exhibit "A" - Legal Description	15
	Exhibit "B" - Plat Plan.....	16
	Exhibit "C" - Units.....	17
	Exhibit "D" - Expandable Area.....	21

DECLARATION OF CONDOMINIUM

OF

RIVER MILL CONDOMINIUM

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin by Paine-Eisch Development Corporation, a Wisconsin corporation, Declarant.

1. PURPOSE. The purpose of this Declaration is to submit the lands described in Exhibit "A" which is attached hereto and made a part hereof by reference, and the building and improvements to be erected thereon, to the condominium form of ownership and use in the manner provided by Chapter 703 of the Wisconsin Statutes, herein called the Condominium Ownership Act.

1.1 NAME AND ADDRESS. The name by which this condominium is to be identified is River Mill Conodminium and its address is: 1645 Arboretum Drive, Oshkosh, Wisconsin, 54901.

1.2 LAND. The lands owned by Declarant which are hereby submitted to the condominium form of ownership are the lands described in said Exhibit "A" attached hereto.

2. DEFINITIONS. The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Ownership Act unless otherwise defined or unless the context otherwise requires:

2.1 ASSOCIATION means all of a condominium's unit owners acting as a group through a nonstock, nonprofit corporation in accordance with its by laws and declaration.

2.2 COMBINED UNIT means a combination of units intended for any type of independent use, where two or more units are combined so as to make one self-sufficient living area.

2.3 COMMON ELEMENTS mean all of a condominium except its units.

2.4 COMMON EXPENSES AND COMMON SURPLUSES mean the expenses and surpluses of an association.

2.5 CONDOMINIUM means property subject to a condominium declaration established under the Condominium Ownership Act.

2.6 CONDOMINIUM INSTRUMENTS mean the declaration, plats and plans of a condominium together with any attached exhibits or schedules.

2.7 END UNIT means a unit not self sufficient unto itself and must at all times be attached to another unit. End units are numbered 218, 235, 318, 335, 418, 435.

2.8 EXPANDABLE CONDOMINIUM means a condominium to which additional property or units or both may be added in accordance with the provisions of a declaration and the Condominium Ownership Act.

2.9 LIMITED COMMON ELEMENTS mean those common elements identified in a declaration or on a condominium plat as reserved for the exclusive use of one or more but less than all of the unit owners.

2.10 MAJORITY or MAJORITY OF UNIT OWNERS mean the condominium unit owners with more than 50% of the votes assigned to the units in the condominium declaration.

2.11 MORTGAGEE means the holder of any recorded mortgage encumbering one or more units or a land contract vendor.

2.12 PERSON means an individual, corporation, partnership, association, trustee or other legal entity.

2.13 PROPERTY means unimproved land, land together with improvements on it or improvements without the underlying land. Property may consist of noncontiguous parcels or improvements.

2.14 UNIT means a part of a condominium intended for any type of independent use, including one or more cubicles of air in a building. A unit may include 2 or more noncontiguous areas. A unit shall also include any garage transferred to the owner of a unit.

2.15 UNIT NUMBER means the number, letter or combination thereof, identifying a unit in a declaration.

2.16 UNIT OWNER means a person, combination of persons, partnership or corporation who holds legal title to a condominium unit or has equitable ownership as a land contract vendee.

3. GENERAL DESCRIPTION - UNITS.

3.1 IMPROVEMENTS. This Condominium will consist of one building as shown on the attached Exhibit "B". The building will contain 137 units, 32 units located on the first floor and 35 units located on the second floor, 35 units on the third floor and 35 units located on the fourth floor. Each said unit (except as hereinafter noted) can be a self-sufficient unit, however, it is anticipated that prior to completion of the construction of the interior portion of the unit that two, three or more units will be combined and the improvements within the units will be such that said combination of two, three or more units will be utilized as one living unit. End units are not and shall not be self-sufficient units and can only be utilized in

connection with their attachment to an adjacent unit. Each unit is numbered as set forth in Exhibits "B" and "C".

Two elevators so as to service second, third and fourth floors are located approximately in the center of the building as shown on Exhibit "C".

3.2 UNITS. Each unit may contain 1 or more bedrooms, (depending on the number of units combined in any particular case to form one combined unit), dining room, living room, kitchen and one or more baths. A unit may include a mezzanine area not exceeding 1/3 of the square footage of the main floor of the unit. A patio option is available for units 110, 112, 115, 116, 117, 118, 121 and 122. Each owner of a patio is allowed a further option of having same improved by having it enclosed by screens and/or glass, providing such improvements conform strictly to plans and specifications approved in writing by the Association. The size of the patio is shown on Exhibit "C".

In the event a garage(s) is conveyed along with a unit, said garage(s) shall become a part of said unit. The garages are shown on Exhibit "B".

3.3 UNIT BOUNDARIES. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

(a) Upper and lower boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries: (i) Upper boundaries - the horizontal plane of the undecorated finished ceiling; in certain areas the ceiling will be boxed-in between beams and the undecorated finished portion thereof shall be considered the ceiling. (ii) Lower boundaries - the horizontal plane of the undecorated finished floor.

(b) Perimetrical boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and the upper and lower boundaries. Such boundaries shall be deemed to include the windows, window frames, doors and door frames of the unit.

3.4 IDENTIFICATION OF UNITS. Each unit is identified with a number as shown on Exhibits "B" and "C", which identification is also the post office number for each unit when added to the post office address of the Condominium building, to wit: 1645 Arboretum Drive.

3.5 GARAGES. Garages as shown Exhibit "B" are available and are numbered as shown on Exhibit "B". In the event the conveyance of a unit includes a garage, said conveyance shall specifically identify the garage(s).

3.6 GARAGES - BOUNDARIES. Each garage shall include that part of the building containing the garage that lies within the boundaries of the garage, which boundaries are as follows:

(a) Upper and lower boundaries. The upper and lower boundaries of the garage shall be the following boundaries extended to an intersection with the perimetrical boundaries: (i) Upper boundaries - the horizontal plane of the undecorated finished ceiling. (ii) Lower boundaries - the horizontal plane of the undecorated finished floor.

(b) Perimetrical boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the garage extended to intersections with each other and the upper and lower boundaries. Such boundaries shall be deemed to include the windows, window frames, doors and door frames of the garage.

3.7 GARAGES - RESTRICTION ON TRANSFERABILITY. The ownership interest in a garage is not and shall not be separately transferable, except if the transferee is a unit owner.

3.8 GARAGES - PERCENTAGE OF OWNERSHIP. Each such garage shall, for the purpose of establishing the percentage of ownership in the common elements, be assigned a square footage of 60, which square footage shall be added to the square footage assigned to the unit so as to determine the said percentage of ownership.

3.9 DETACHED GARAGES - OPTION TO CONSTRUCT. Declarant reserves the right to construct free-standing detached garages as shown on Exhibit "B" and as may be shown in documents expanding this condominium. Such garages are identified as optional garages and occupy parking spaces 52 through 66 and parking spaces 67 through 88. Declarant shall have the right to construct either or both of such garages, in phases.

Each such single vehicle garage shall, for the purpose of establishing the percentage of ownership in the common elements, be assigned a square footage of 60, which square footage shall be added to the square footage assigned to the unit so as to determine the said percentage of ownership; each such double garage shall be assigned a square footage of 120, for such purpose.

The ownership interest in such detached garage is not and shall not be separately transferable, except if the transferee is a unit owner.

In the event such garages are not so erected within ten (10) years from the date of recording this Declaration (or within ten (10) years of the recording of an amendment expanding this condominium showing such detached garages) and until such time as they may be constructed, said area shall be considered part of the common elements of the condominium.

5. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS. Each unit owner shall own an undivided percentage interest in the common elements as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit. The percentage interest appurtenant to each unit is as follows:

Unit No.	Percentage interest per Unit	Percentage for all such units
Each end unit (Units 218, 235, 318, 335, 418, 435)	.350938762	2.105632572
All other units	.701877522	91.945955382
The percentage of the unit which includes a single garage shall be increased by	.052640815	1.368661190
The percentage of the unit which includes a double garage shall be increased by	.105281628	2.632040700
The percentage of the unit which includes a detached garage shall be increased by	.052640815	<u>1.947710155</u>
		100.000000000

For the purposes of establishing the percentage of ownership in common elements, each unit shall be assigned 800 square feet notwithstanding such unit may in fact have either more or less than said 800 square feet and the "end units" shall be considered to have 400 square feet notwithstanding such units have less than said 400 square feet. The square footage assumed includes the square footage of the allowed mezzanine. A single garage shall be assigned 60 square feet and a double garage shall be considered as two single garages.

The percentage of ownership shall not be changed except as provided in Paragraph 11 pertaining to expanding condominiums.

6. ASSOCIATION - VOTING RIGHTS. The operation of the condominium shall be by The River Mill Association of Condominium Owners, Inc., (herein referred to as the Association), a corporation not for profit under the laws of Wisconsin, which shall fulfill its functions pursuant to its Articles of Incorporation and By-Laws. Each unit owner shall be entitled to one vote which is appurtenant to each unit. In the event of multiple owners of one unit, the one vote appurtenant to such

unit shall not be split. For the purposes of this paragraph, a unit shall be defined as a self-sufficient living area. For example, if three of the units as described herein for legal purposes are owned by the same owner and same constitutes one living area, said owner shall be entitled to one vote in the Association. In the event of multiple owners of such a voting unit, the one vote appurtenant to such unit shall not be split.

7. RESIDENTIAL PURPOSE. The building and the units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the By-Laws of the Association.

Notwithstanding the above, during the period in which sales of units by the Declarant are in process, the Declarant may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Declarant one or more units for business or promotional purposes, including, but not limited to, clerical activities, sales offices, model units for display and the like; provided that the activities in the units so occupied do not interfere with the quiet enjoyment of any other owner or occupant.

In addition, the Association may elect to make one or more units available as a combined living area to an Association manager to perform such functions as said Association may determine from time to time.

8. SERVICE OF PROCESS. Service of process shall be made upon Paine-Eisch Development Corporation, a Wisconsin corporation, at 1775 Maricopa Drive, Oshkosh, Wisconsin, 54901, until such time as the Board of Directors of the Association designates a successor or changes its address.

9. DESTRUCTION AND RECONSTRUCTION.

9.1 FULL INSURANCE COVERAGE. In the event of a partial or total destruction of condominium property (either a unit or units or common elements) which damages are fully covered by insurance, it shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within 90 days of the date of the damage or destruction all unit owners agree not to rebuild or repair. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than 5% from the number of square feet for such unit as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction. The proceeds of all insurance collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction as provided herein.

9.2 INSUFFICIENT INSURANCE PROCEEDS - REPAIR. In the event of a partial or total destruction of condominium property (either a unit or units or common elements), the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium, subject to the provisions of Paragraph 9.3. All cost of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

9.3 INSUFFICIENT INSURANCE PROCEEDS - PARTITION. In the event of a partial or total destruction of condominium property (either a unit or units or common elements) where the damages exceed the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having 75% or more of the votes, providing such action is taken within 30 days after written notice to all unit owners of it being determined that the damages exceed the available insurance proceeds.

10. MAINTENANCE.

10.1 BY THE ASSOCIATION. The Association shall maintain, repair and replace at its expense:

(a) All portions of the common elements, including but not limited to the outside walls of the building containing the units, fixtures on the exterior thereof, boundary walls of units, floor and ceiling slabs, load-bearing columns and load-bearing walls; (interior surfaces of a unit are not common elements and such interior surfaces are not the responsibility of the Association); excepting, however, the patios/balconies.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the common elements (except such maintenance, repair and replacement required by the negligence of a user of a unit and except as set forth below); and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.

(c) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

10.2 BY THE UNIT OWNER. The responsibility of the unit owner shall be as follows:

(a) To maintain, repair and replace at his expense his patio and all portions of his unit, except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.

(b) To maintain, repair and replace at his expense all interior walls; all heating equipment; electrical fixtures, switches and outlets; flowage in all plumbing pipes; and all appliances and fixtures located in his unit.

(c) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

(d) To promptly report to the Association any defects or needs for repairs, the responsibility for the remedying of which is that of the Association.

11. EXPANDING CONDOMINIUM. The Declarant hereby reserves the right to expand this condominium by subjecting additional property to the Condominium Declaration in such a manner that as the additional property is subjected to the Condominium Declaration, the percentage of undivided interests in the common elements of the preceding and new property shall be reallocated between the unit owners on the basis of the aggregate undivided interest in the common elements pertaining to the property. The parcel of property which may be added to the condominium is set forth in Exhibit "D" and the description of such parcel is shown therein. The number of units which may be added shall not exceed none; the purpose of the expansion is to add area for additional detached garages and also additional recreational and/or parking facilities or other common elements. The percentage interests in the common elements, the liabilities for common expenses and the rights to common surpluses that each unit owner will have following the expansion of the condominium shall be computed as follows: by assigning to each unit a numerator equal to the square footage assigned to said unit as hereinabove set forth plus an additional 60 square feet for any garage which is attached to said unit and using as the denominator a number equal to the total of the square footage of all of the units based on the assigned square footages hereinabove set forth, plus an additional 60 square feet for each garage.

Following such expansion, each unit owner shall be entitled to one vote at meetings of the Association as set forth in Paragraph 6 above. Declarant's reservation of the right to expand the condominium shall exist for a period not exceeding ten (10) years from the date of the recording of this Declaration. Said additional property or portions thereof may be added in such phases as the Declarant may determine from time to time. The enlargement of the condominium is at the sole discretion of the Declarant and there is no obligation or commitment on the part of the Declarant to add any property or construct additional units. Furthermore, Declarant reserves the right to construct condominiums upon such expandable area not as an extension of this condominium, but as separate and distinct condominiums; and further reserves the right to sell and assign all or any portions of said expandable area to one or more persons, firms or corporations for such use by them as may be legal.

12. LIABILITY FOR COMMON EXPENSES OR LIMITED COMMON EXPENSES.

Each unit owner shall be liable for a proportionate share of the common expenses or limited common expenses, such share being the same as the undivided share in the common elements or limited common elements which is appurtenant to his unit. Declarant shall pay the proportionate share of common expenses allocated to those unsold units which Declarant has determined are substantially completed, there being no assessment due on incomplete or non-constructed units.

13. WAIVER OF DAMAGES. Neither the Declarant, nor its representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Declarant's capacity as developer, contractor, owner, manager, or seller of the property, whether or not such claim (a) shall be asserted by any owner, occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in case of gross negligence) ex delictu. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the condominium or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any owner, occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the condominium, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewerage, etc.) In the event of any dispute, the Declarant, its successors or assigns, shall have the option to settle same in full by repurchasing the unit from unit owner for a sum equal to unit owner's original purchase price plus an amount equal to two (2%) per cent of said purchase price.

14. ALTERATIONS WITHIN UNITS.

(a) A unit owner may make any improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium.

(b) A unit owner may not change the exterior appearance of a unit or of any other portion of the condominium without permission of the Board of Directors of the Association.

15. INCREASES AND DECREASES IN SIZE AND NUMBER OF UNITS.

Any unit owner or owners shall have the right to combine units owned by such unit owner or owners or subsequently divide such combined units so long as the common interest appurtenant to such units after such division or combination shall equal in total the

common interest applicable to the unit or units divided or combined prior to such division or combination. Any such division or combination shall require the written consent of the Association and shall be accomplished according to the provisions of the Condominium Ownership Act [presently Section 703.13(6) and (7)] and shall be in compliance with all governmental laws, codes, ordinances and regulations. The cost of any such division or combination shall be the responsibility of the owner or owners of the units being divided or combined.

Notwithstanding anything herein to the contrary, it shall not be lawful to divide a unit or combined unit unless the divided portions are attached to contiguous self-sufficient units or the remaining portion is a self-sufficient unit. It is intended that additional units capable of independent living purposes not be created.

16. EASEMENTS. The following easements are covenants running with the land of the condominium:

(a) Easements are reserved through the condominium property as may be required or desirable for utility services, installation of air conditioners, stairway chair lifts and for such other purposes as the Declarant/Association may deem to be appropriate in order to adequately serve the condominium, including any expansion area, provided, however, such easements through a unit shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the unit owner.

(b) Ingress and egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same from time to time may exist upon the common elements and limited common elements; and for vehicular traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes.

17. AMENDMENTS. Except as otherwise provided for the expansion of this condominium, this Declaration may be amended with the written consent of 75% of the unit owners and mortgagees if such amendments are not contrary to the Condominium Ownership Act and providing that Paragraph 13 hereof may never be amended without the written consent of Declarant. An amendment becomes effective when it is recorded in the same manner as this Declaration.

18. INTERPRETATION OF DECLARATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium residential development. In the event of any controversy arising under this Declaration, same shall be submitted to arbitration under the laws of the State of Wisconsin, as a prerequisite to the commencement of any legal proceeding. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise

19. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration of Condominium, Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions.

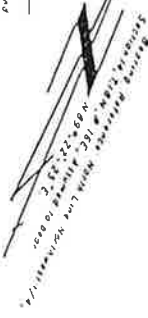
- 14 -

- RIVER MILL CONDOMINIUM -

SURVEYOR'S CERTIFICATE:

I, STEVEN T. CHRONIS, WISCONSIN REGISTERED LAND SURVEYOR OF AERO-METRIC ENGINEERING, INC. DO HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED ACCORDING TO THE OFFICIAL RECORDS THE CONDOMINIUM DESCRIBED ON EXHIBIT "A" AND THAT THE DRAWING SHOWN TO THE LEFT IS A TRUE AND CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED. I FURTHER CERTIFY THAT THIS IS A TRUE SCALED AND DIMENSIONAL REPRESENTATION OF THE BOUNDARIES, BUILDINGS AND IMPROVEMENTS THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO ALL EASEMENTS AS SANITARY SEWER LATERALS, ELECTRICAL, WATER LATERALS, TELEPHONE AND TV CABLES.

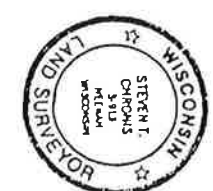


LEGEND:
 ① 2" Iron Pipe Round
 ② 1" Iron Pipe Round
 ③ 1" 1/2" Iron Pipe Round
 ④ 1" 1/2" Iron Pipe Round
 ⑤ 1" 1/2" Iron Pipe Round
 ⑥ 1" 1/2" Iron Pipe Round
 ⑦ 1" 1/2" Iron Pipe Round
 ⑧ 1" 1/2" Iron Pipe Round
 ⑨ 1" 1/2" Iron Pipe Round
 ⑩ 1" 1/2" Iron Pipe Round
 ⑪ 1" 1/2" Iron Pipe Round
 ⑫ 1" 1/2" Iron Pipe Round
 ⑬ 1" 1/2" Iron Pipe Round
 ⑭ 1" 1/2" Iron Pipe Round
 ⑮ 1" 1/2" Iron Pipe Round
 ⑯ 1" 1/2" Iron Pipe Round
 ⑰ 1" 1/2" Iron Pipe Round
 ⑱ 1" 1/2" Iron Pipe Round
 ⑲ 1" 1/2" Iron Pipe Round
 ⑳ 1" 1/2" Iron Pipe Round
 ㉑ 1" 1/2" Iron Pipe Round
 ㉒ 1" 1/2" Iron Pipe Round
 ㉓ 1" 1/2" Iron Pipe Round
 ㉔ 1" 1/2" Iron Pipe Round
 ㉕ 1" 1/2" Iron Pipe Round
 ㉖ 1" 1/2" Iron Pipe Round
 ㉗ 1" 1/2" Iron Pipe Round
 ㉘ 1" 1/2" Iron Pipe Round
 ㉙ 1" 1/2" Iron Pipe Round
 ㉚ 1" 1/2" Iron Pipe Round
 ㉛ 1" 1/2" Iron Pipe Round
 ㉜ 1" 1/2" Iron Pipe Round
 ㉝ 1" 1/2" Iron Pipe Round
 ㉞ 1" 1/2" Iron Pipe Round
 ㉟ 1" 1/2" Iron Pipe Round
 ㊱ 1" 1/2" Iron Pipe Round
 ㊲ 1" 1/2" Iron Pipe Round
 ㊳ 1" 1/2" Iron Pipe Round
 ㊴ 1" 1/2" Iron Pipe Round
 ㊵ 1" 1/2" Iron Pipe Round
 ㊶ 1" 1/2" Iron Pipe Round
 ㊷ 1" 1/2" Iron Pipe Round
 ㊸ 1" 1/2" Iron Pipe Round
 ㊹ 1" 1/2" Iron Pipe Round
 ㊺ 1" 1/2" Iron Pipe Round
 ㊻ 1" 1/2" Iron Pipe Round
 ㊼ 1" 1/2" Iron Pipe Round
 ㊽ 1" 1/2" Iron Pipe Round
 ㊾ 1" 1/2" Iron Pipe Round
 ㊿ 1" 1/2" Iron Pipe Round

COMMON ELEMENTS: ALL AREAS, EXCEPT UNITS & PATIOS
 LIMITED COMMON ELEMENTS, PATIOS

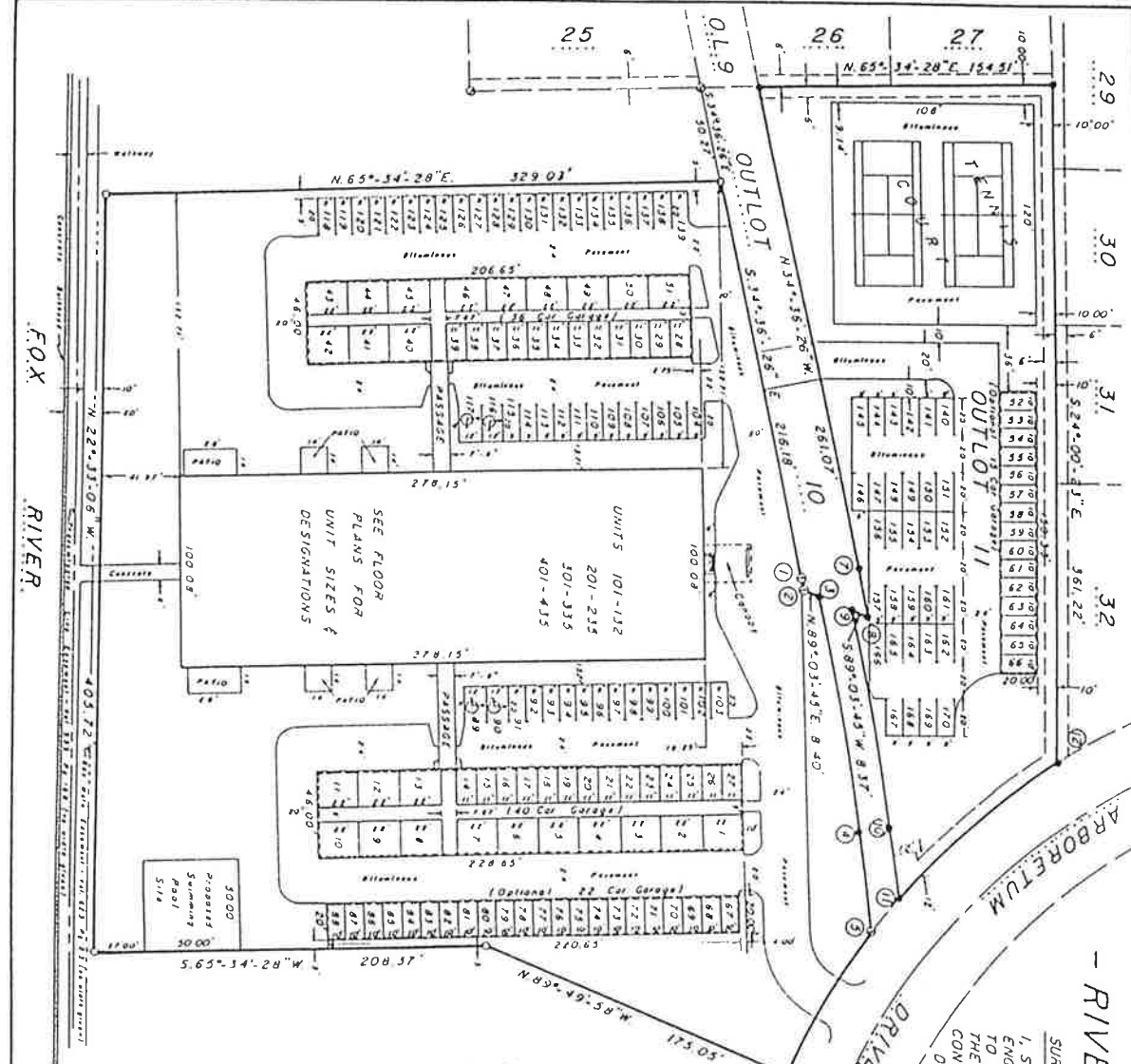
DATED THIS 28th DAY OF February 1985
 Steven T. Chronis
 WISCONSIN REGISTERED LAND SURVEYOR, S-0913
 STEVEN T. CHRONIS

AERO-METRIC ENGINEERING, INC.
 539 NORTH MADISON STREET
 CHILTON, WISCONSIN 53014

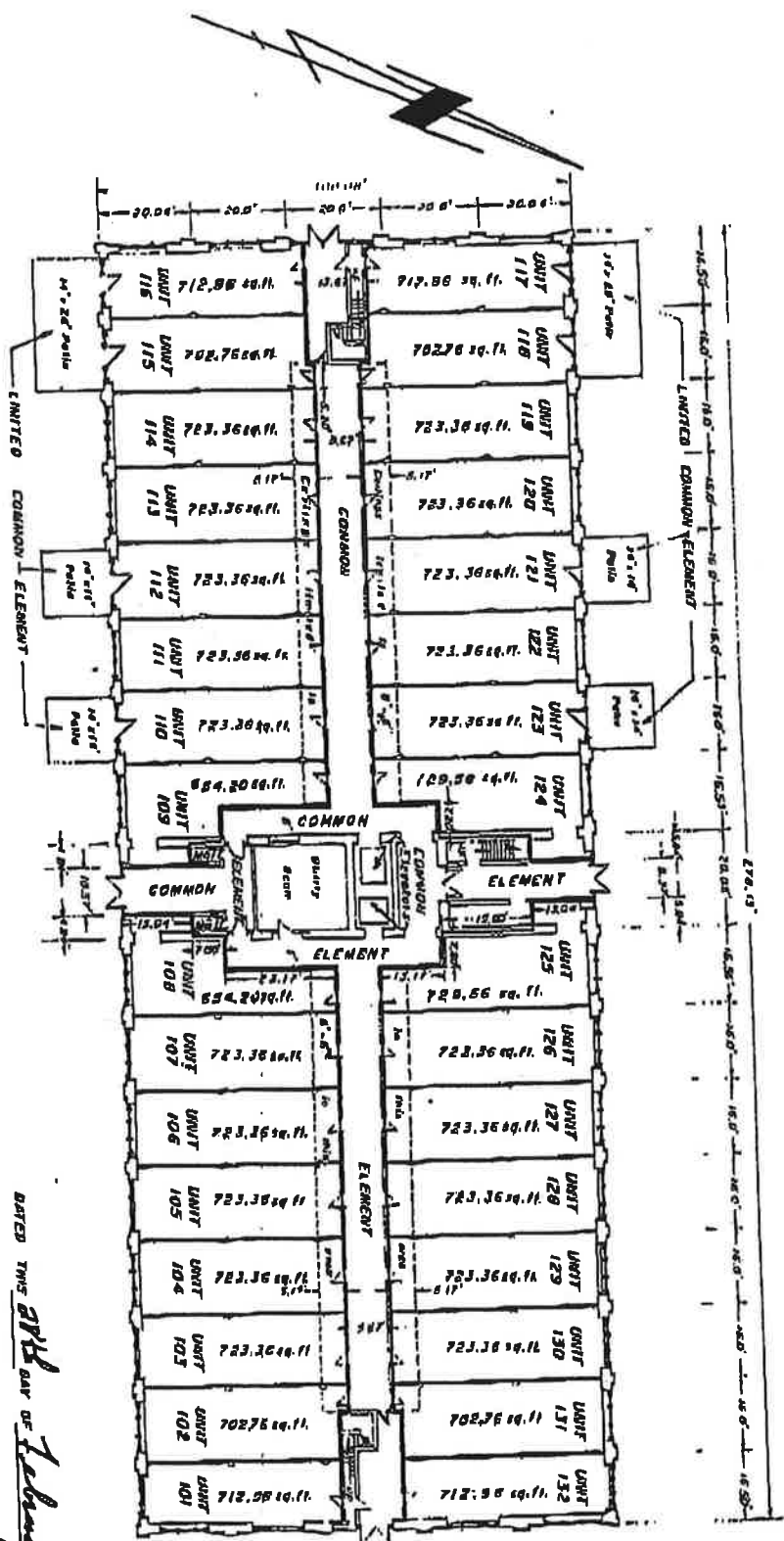


THIS INSTRUMENT DRAFTED BY STEVEN T. CHRONIS

SHEET 2 of 7



— RIVER MILL CONDOMINIUM —



FIRST FLOOR PLAN

EXHIBIT "C"
SHEET 1 of 41

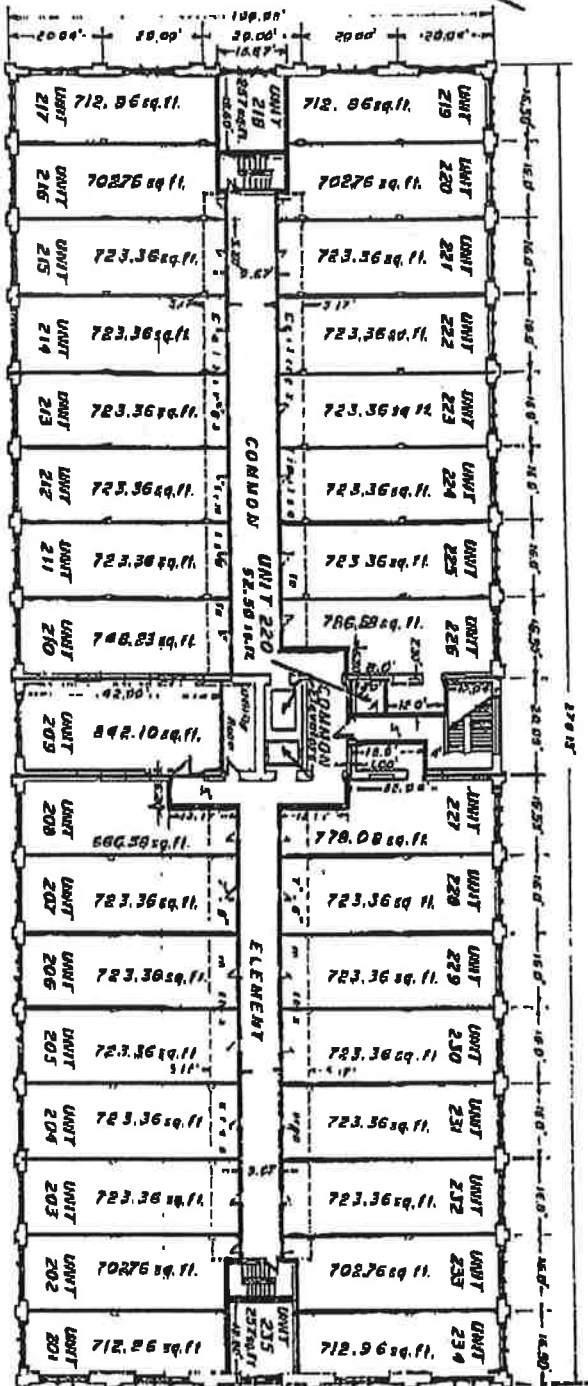
AERO-METRIC ENGINEERING, INC.
533 NORTH MARSHALL STREET
MILWAUKEE, WISCONSIN 53044

THIS INSTRUMENT DRAFTED BY STEVEN T. CHORAS

DATED THIS 27th DAY OF February, 1986
Steven T. Chorass
WISCONSIN REGISTERED LAND SURVEYOR, S-0913
STEVEN T. CHORASS



— RIVER MILL CONDOMINIUM —



SECOND FLOOR PLAN

EXHIBIT "C"

(SHEET 2 of 4)

WISCONSIN REGISTERED LAND SURVEYOR, J-0343

STEVEN T. CHROMAS

DATED THIS 28th DAY OF February, 1986

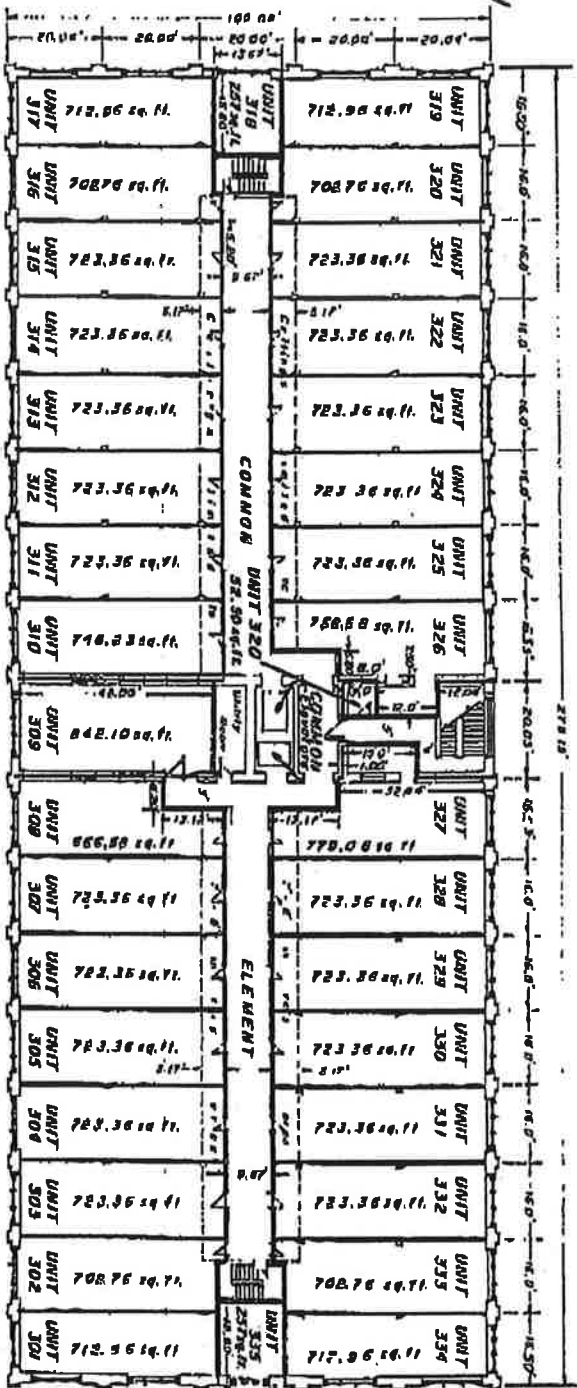
Steven T. Chromas



AERO-METRIC ENGINEERING, INC.
539 NORTH MADISON STREET
MILWAUKEE, WISCONSIN 53014

THIS INSTRUMENT DRAFTED BY STEVEN T. CHROMAS

— RIVER MILL CONDOMINIUM —



THIRD FLOOR PLAN

EXHIBIT "C"

(SHEET 5 of 7)

DATED THIS 28th DAY OF February, 1981.
Steven T. Chagnon
 WISCONSIN REGISTERED LAND SURVEYOR, S-0013
 STEVEN T. CHAGNON

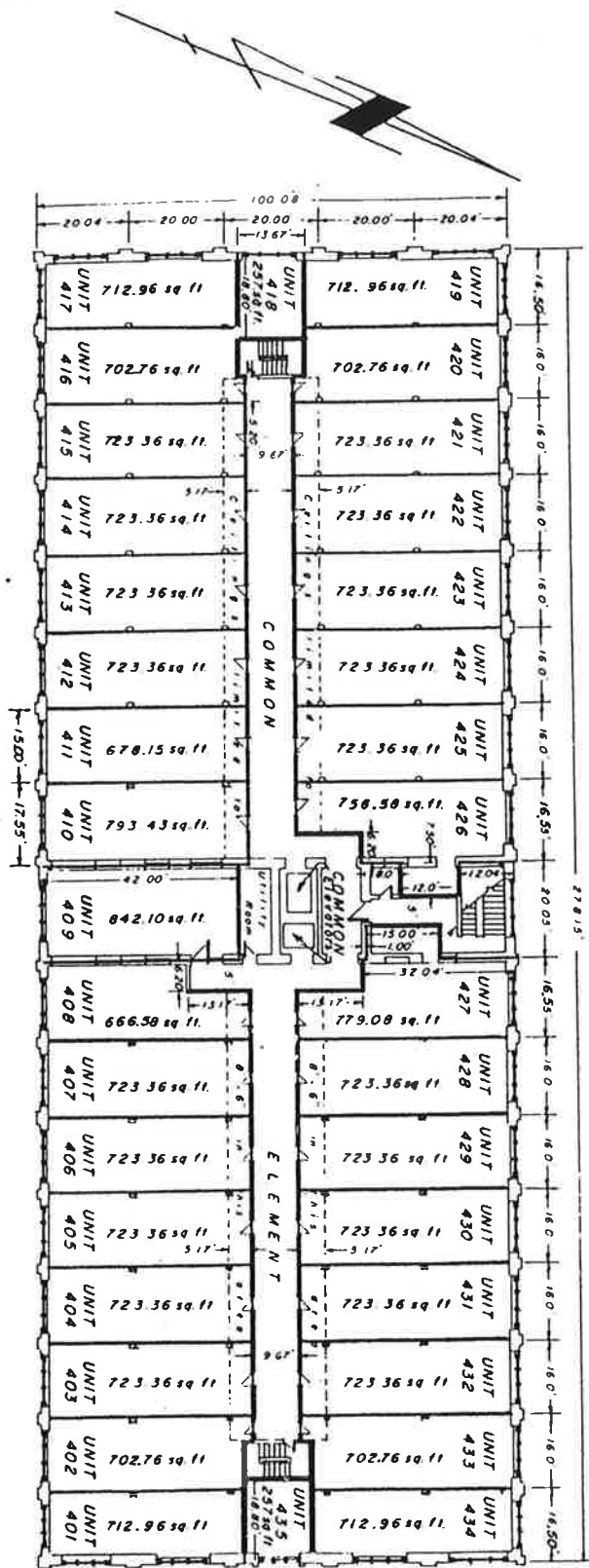


AERO-METRIC ENGINEERING, INC.
 518 NORTH MADISON STREET
 MILWAUKEE, WISCONSIN 53014

THIS INSTRUMENT DRAFTED BY STEVEN T. CHAGNON

SHEET 5 of 7

— RIVER MILL CONDOMINIUM —



FOURTH FLOOR PLAN

EXHIBIT "C"
(SHEET 4 OF 4)

AERO-METRIC ENGINEERING, INC.
539 NORTH MADISON STREET
CHILTON, WISCONSIN 53014

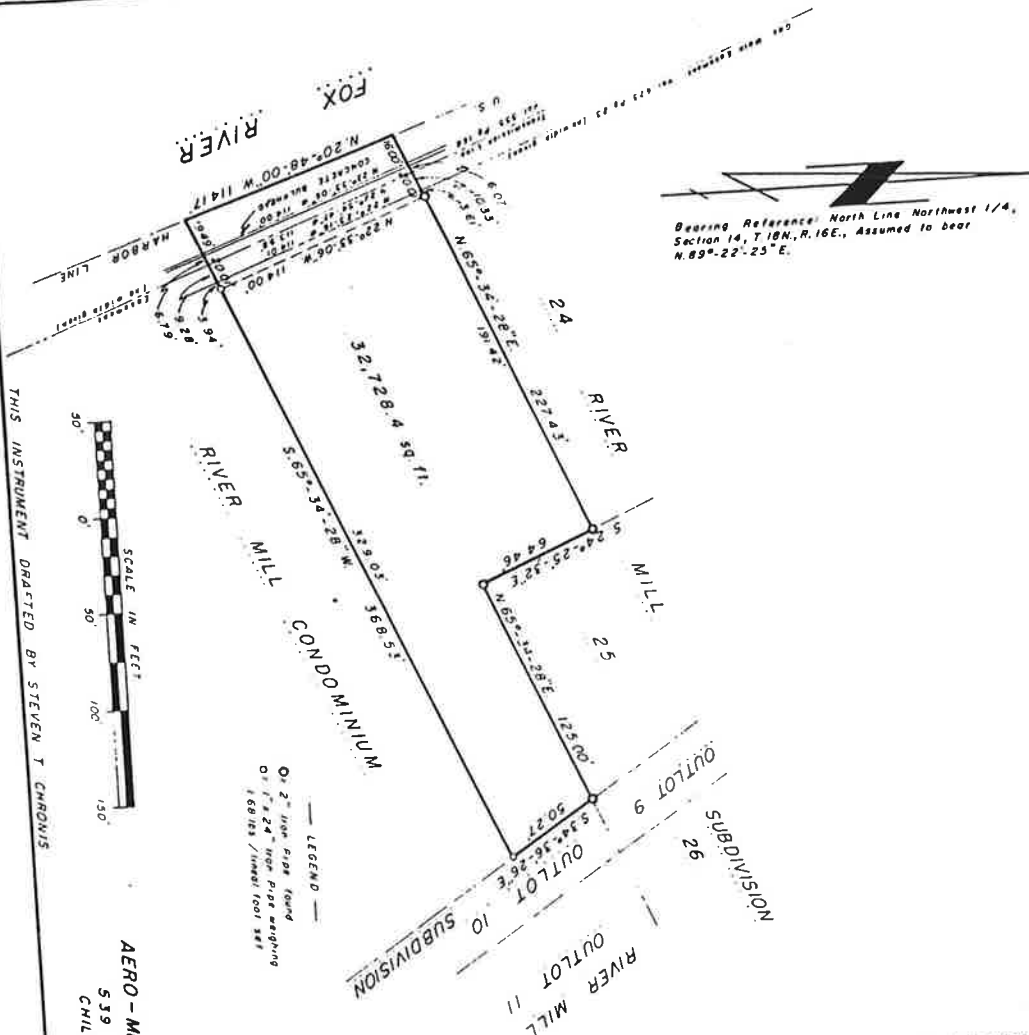
THIS INSTRUMENT DRAFTED BY STEVEN T CHRONIS

WISCONSIN REGISTERED LAND SURVEYOR, S-0913
STEVEN T. CHRONIS

DATED THIS 28th DAY OF February, 1986



— RIVER MILL CONDOMINIUM — (EXPANDABLE AREA)



THAT PART OF LOTS 6, 8, and 9 OF BLOCK 105 PER LEACH'S MAP OF 1894 IN THE 12th WARD, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN CONTAINING 32,728.4 SQUARE FEET AND BEING DESCRIBED BY COMMENCING IN THE SOUTHEAST CORNER OF LOT 25 IN THE RIVER MILL SUBDIVISION, AT THE SOUTHEAST CORNER OF LOT 10; THENCE S.34°-36'-26"E. 50.27 FEET, ALONG THE TRUE POINT OF BEGINNING; THENCE S.65°-34'-28"W. 368.53 FEET, ALONG THE WESTERLY LINE OF THE RIVER MILL CONDOMINIUM AND BEING THE WESTERLY LINE OF THE FOX RIVER, THENCE S.65°-34'-28"W. 114.17 FEET, ALONG THE U.S. HARBOR LINE OF THE FOX RIVER, THENCE N.20°-48'-00"W. 114.17 FEET, ALONG THE U.S. HARBOR LINE OF THE FOX RIVER TO ITS INTERSECTION WITH THE U.S. HARBOR LINE OF THE FOX RIVER, THENCE N.20°-48'-00"W. 114.17 FEET, ALONG THE U.S. HARBOR LINE OF THE FOX RIVER TO THE SOUTHWEST CORNER OF LOT 24 IN SAID RIVER MILL SUBDIVISION; THENCE N.65°-34'-28"E. 227.43 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 24; THENCE S.24°-25'-32"E. 64.46 FEET, ALONG THE WESTERLY LINE OF LOT 24; THENCE S.24°-25'-32"E. 64.46 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 25 TO ITS SOUTHEAST CORNER AND ALSO BEING THE TRUE POINT OF BEGINNING.

SAID PARCEL OF LAND BEING SUBJECT TO AN EASEMENT FOR A GAS MAIN AS RECORDED IN VOLUME 623 ON PAGE 23 OF RECORDS AND ALSO AN EASEMENT FOR A TRANSMISSION LINE AS RECORDED IN VOLUME 555 ON PAGE 168 OF RECORDS AS RECORDED IN THE WINNEBAGO COUNTY REGISTRY.

DATED THIS 28th DAY OF February, 1986.

Steven T. Chronis
 STEVEN T. CHRONIS
 WISCONSIN REGISTERED LAND SURVEYOR, 5-0913



EXHIBIT "D"

AERO-METRIC ENGINEERING, INC.
 539 NORTH MADISON STREET
 CHILTON, WISCONSIN 53014

THIS INSTRUMENT DRAFTED BY STEVEN T. CHRONIS

