

**AMENDED AND RESTATED DECLARATIONS OF THE
ST. CROIX MARINA CONDOMINIUMS**

**16 South Front Street
Hudson, Wisconsin 54016**

THIS DECLARATION is made on December 23, 1981 by LOWER ST. CROIX YACHT BASIN, INC., a Wisconsin corporation ("Declarant") and in all respects take the place of and supercedes a Declaration dated September 23, 1981, recorded in Volume 636, pages 26 to 39 inclusive, as Document No. 373570 on September 28, 1981 in the Office of the Register of Deeds for St. Croix County, Wisconsin.

**ARTICLE I.
GENERAL**

A. "Declarant" is the owner of certain real property located in the County of St. Croix, Wisconsin, described as follows:

Lots Seven (7), Eight (8), Nine (9), and the South (S) 17.33 feet of lot Ten (10), those parts of Lots Four (4), Five (5) and Six (6) lying West of the right of way of the C. St. P. M. & O. Ry. In block "A", Aldrich's Addition to the City of Hudson, together with the West Half (W1/2) of the alley vacated in said Block "A" which lies between the easterly extensions of the South line of Lot seven (7) said block and the North line of the South (S) 17.33 feet of Lot Ten (10) said block, and together with the East Half (E1/2) of said vacated alley which lies between the westerly extensions of the South line of lot Six (6) said block and the North line of Lot Four (4) said block. Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block "D", Aldrich's Addition to the City of Hudson. The premises between Blocks "A" and "D", of Aldrich's Addition, formerly known as Hazel Street, and the land West of the same to the St. Croix River; that part of Front Street now vacated West of the South Forth (40) feet of Lot Seven (7), Block "A", Aldrich's Addition. Outlots 216 and 248 of the Assessor' Plat West of right of way of S.T.H. #35; that part of "Reserve", Strong's Addition lying North of South line of Lot One (1), Block "B" of said Strong's Addition extended West to the shoreline of the St. Croix River, except that part used for highway purposes.

EXCEPT a parcel of land located in Gov. Lot 3 and Gov. Lot 4, Section 25, T29N, R20W, St. Croix County, Wisconsin, described as follows: beginning at a point on the west right-of-way line of STH 35 a distance of 200 feet North 26°15' West of the point of intersection of said west right-of-way line and the south line of Lot 1, Block B, Strong's Addition to the City of Hudson, Wisconsin, extended; thence North 26°15' West along said right-of-way line a distance of 400 feet, thence South 43°45' West a distance of 200 feet, thence South 11°15' East a distance of 343.3 feet, thence North 63°45' East a distance of 276.8 feet to point of beginning, together with any rights accruing to the lessor in the adjoining one-half of State Highway 35 by reason of vacation thereof.

Said real property together with all riparian rights appurtenant hereto subject to a permit and amendments thereto issued by the Department of the Army, Corps of Engineers, and recorded in Vol. 639, pages 570 to 590 inclusive, as Document No. 375097 in the Office of the Register of Deeds for St. Croix County, Wisconsin.

The before set out real property hereinafter referred to as "Property".

B. It is the intent and purpose of "Declarant" to subject the Property to this Amended and Restated Condominium Declaration established under and pursuant to Chapter 703 of the Wisconsin Statutes.

C. "Declarant" represents that all permits necessary for the operation of St. Croix Marina have been obtained, and that all condominium documents are in compliance with all applicable laws, statutes, ordinances, rules and regulations.

D. Unit Description. Each unit may be described with reference to the Plat survey maps, included herein and marked Exhibits "A", "B", "C", "D" and "E", and also with reference to individual unit numbers and dock letters as follows:

Dock A, units numbered S2-11; AMENDMENT (vol 1414, page 23)

Dock B, units numbered N0-N10; S1-S21; AMENDMENT (vol. 1414, page 23)

Dock C, units numbered N1-N23; S1-S27;

Dock D, units numbered N1-N37; S1-S31;

Dock E, units numbered N1-N27; S1-S28; W1-W4;

Dock F, units numbered N1-N28; S1-S32.

Each unit owner shall be entitled to the exclusive possession of his or her unit in accordance with the terms of these Declarations. Each unit, together with its undivided interest in the common elements shall for all purposes constitute real property.

The legal description of each unit shall consist of its number and dock letter. Every deed, lease and mortgage, or other document may describe a unit by its identifying number and letter shown on Exhibits "A" and "B", and such description shall be good and sufficient for all purposes. Each unit shall consist of the space enclosed and bounded by the interior surfaces of the boat slip (as shown on Exhibits "C", "D" and "E"), subject to any encroachments created by settlement or moving of the docks, permissible repairs or modifications which are deemed valid easements for the benefit of such unit owners, or the common element, as the case may be, excepting such as may be created by willful conduct.

E. Common Elements. Subject to the provisions of these Declarations, every member or unit owner of the Condominium Association shall have for himself or herself, his or her family and guests, a non-exclusive easement of access, ingress, egress, use and enjoyment of, in and to the common elements, and such easements shall be appurtenant to and shall pass with title to every condominium unit.

Said common elements shall include, but not be limited to the following:

1. All buildings and structures erected within the boundaries of the Property as set forth in Exhibits "A" and "B".
2. All land within the boundaries of the Property.
3. The fuel dock depicted on Exhibit "B", which is a common element accessible to all owners and guests.
4. All docks and structures set out on Exhibits "C", "D" and "E" and labeled as common elements.

F. Limited Common Elements. The dock fingers labeled as limited common elements on Exhibits "C", "D" and "E" shall be designated as such with only adjacent unit owners, their lessees and tie-along lessees having the use thereof.

G. Length of "Unit". The unit numbers listed under the slip lengths set out on Exhibit "F" shall be the length of that "Unit" for any and all purposes, including but not limited to determination of its percentage interest in the common elements and common expenses and voting rights in St. Croix Marina Condominiums, Inc.

H. Percentage Interest. The percentage of the undivided interest in the common elements and common expense liabilities allocated to each unit is based on the length of the unit as set out in "G" above, as follows:

20 foot units	.1577%
24 foot units	.1892%
28 foot units	.2638%
32 foot units	.3269%
36 foot units	.3958%
40 foot units	.5033%
45 foot units	.6023%
50 foot units	.6682%
54.5 & 55 foot units	.7356% AMENDED vol.1414,page 23)

I. Voting. Each member/owner shall be delegated voting power according to the size of the unit owned, as follows:

20 foot unit	110 votes
24 foot unit	132 votes
28 foot unit	184 votes
32 foot unit	228 votes
36 foot unit	276 votes
40 foot unit	351 votes
45 foot unit	420 votes
50 foot unit	466 votes
54.5 & 55 foot unit	513 votes AMENDED (volume 1414, page 23)

Said voting power is appurtenant to the unit and may be exercised at meetings of the Condominium Association and all votes for each unit must be voted as a block.

J. Use Restrictions. All of the property herein referred to shall be held, used and enjoyed and subject to the following limitations and restrictions:

1. The buildings and premises, including all individual units are to be used solely for recreational purposes, subject to use of the buildings as provided for by the rules and regulations of the Association. Members shall not use the unit or permit the same or any part thereof to be used for any commercial activities except as authorized by the rules and regulations of the Association. Members also shall not occupy or use the unit or any common elements for any purpose which will interfere with the rights of other members, annoy such members by unreasonable noise or otherwise, or obstruct the waterways, units, walkways, fingers or ramps of the Marina.
2. Any member who may desire to rent out his or her unit to a non-member of the Condominium Association may do so on a year-to-year basis, upon the condition that any such transaction shall be carried out by using a lease form to be provided and supplied by the Association. Any lessee of a member shall not be entitled to exercise the voting rights of the lessor at any meeting of the Condominium Association unless so authorized in writing by lessor, but such lessee shall have all other rights of an owner.
3. There shall be no alterations, additions, or changes of any nature made in the individual units or surrounding common and limited common elements without the express written consent of the Association or as authorized by the rules and regulations, with the exception of bumper protection which may be added on the inside surfaces of the unit. In no event shall any boat placed in a unit overhang the unit's boundaries by more than three (3) feet, unless the Association shall agree to a greater amount. Written consent shall be obtained by submitting the requested change in writing to the manager of St. Croix Marina Condominiums, who will

promptly present it to the Board of Directors. The Board will either grant or deny said request within thirty (30) days. If no action is taken within thirty (30) days, the request is deemed granted.

4. No unit owner may keep more than one (1) boat in his or her unit unless that boat is a dingy and attached to a larger boat.

K. Agent. The resident agent for the St. Croix Marina Condominiums, Inc. shall be:
Robert W. Mudge
430 Second Street, P.O. Box 106
Hudson, Wisconsin 54016.

The successor agent for said St. Croix Marina Condominiums, Inc. may be designated by the Board of Directors of the Association.

L. Amendment of Declaration. This Declaration may be amended with the written consent of seventy-five (75%) percent of the unit owners and mortgages. An amendment becomes effective when it is recorded in the same manner as the Declaration.

ARTICLE II.

DEFINITIONS

The following words, when used in this Declaration, or any supplemental amendment hereto, shall have the following meanings:

A. "Association", shall mean and refer to St. Croix Marina Condominiums, Inc., a Condominium Association organized under the laws of the State of Wisconsin, and subject to Chapter 703 of the Wisconsin Statutes.

B. "Agreement" or "Declarations" shall mean these St. Croix Condominium Declarations, unless otherwise specified.

C. "Annual Assessment" shall mean a charge against a particular member and his Unit, representing a portion of the costs of maintaining, improving, repairing and managing the property and all other common expenses, including operation costs for the common elements.

D "Unit" shall mean that space enclosed and bounded by the interior surfaces of the dock as shown on Exhibits "C", "D" and "E", except in those cases where there are provisions for two boats in one dock area, in which case each owner will be entitled to the water space on his or her one half of the dock area as shown on Exhibits "C", "D" and "E". Each Unit is a boat slip in St. Croix Marina Condominiums.

E. "Member/Owner" as the term as used herein shall mean and refer to the owner and holder of a Boat Slip/Unit. In the event that any unit is owned by more than one (1)

person or entity, such co-owners shall be considered as one (1) Member/Owner. Such owner or holder shall also be a member in the Condominium Association.

F. "Manager" shall mean the management agent as provided for in the By-Laws of the Association.

ARTICLE III.

ASSESSMENT INFORMATION

A. Association Maintenance Fund and Assessments. Declarant, for each condominium unit owned by it, hereby covenants and agrees to pay, and each owner, by acceptance of a deed of a condominium unit, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association all annual assessments for common expenses and all applicable special assessments, reconstruction assessments and capital improvement assessments. Except as further provided herein, all such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a separate, distinct and personal obligation of the person who was the owner of the condominium unit at the time when the assessment fell due, and shall bind his heirs, devisees, personal representatives and assigns. This personal obligation cannot be avoided by abandonment of the condominium, or by an offer to waive uses of the common elements.

1. Computation of assessment. The Board of Directors shall determine the amount of the annual assessment. Said assessment shall be due and payable quarterly, in advance on the first day of each calendar quarter and shall be the sum of: A "pro-rata" assessment for the purpose of maintaining and caring for the common elements, to pay a pro-rata share of the real and personal property taxes, special assessments for public improvements by governmental bodies, interest, capital improvements, unit repairs, other repairs, supplies, labor for property management and maintenance, insurance premiums and other costs. Insurance both for property damage and liability and on the Marina shall be maintained by the Association, premiums being paid for out of members assessments. Electricity shall be included in this pro-rata assessment unless any member shall desire more than 60 amp. service in which case said excess shall be paid for by the individual unit owner. This pro-rata assessment shall be determined in relation to the percentage interest of each individual owner in the common elements.

2. Determination of Expenditures. The Board of Directors of the Association shall have the discretionary power to prescribe the manner of maintaining and operating the marina property and its facilities and to determine the cash requirements of the Association to be paid as hereinabove provided for by the members under these Declarations. Every such determination by the Board of Directors, within the limitations of the Declarations and the By-Laws,, shall be final and conclusive as to all members and any expenditures made by the Association officers or managing agents under the direction or with the approval of the

Association's Board of Directors, within the limitations of this Agreement and the By-Laws shall, as against the members be deemed necessary and proper for such purposes.

3. Maintenance Fund. The Board of Directors of the Association shall establish a separate bank account into which shall be deposited all monies collected by the Association from assessments and out of which shall disbursements be made for the necessary functioning of the Association under these Declarations. The maintenance fund shall be established as a separate trust savings or trust checking account at the banking or savings institution. This fund shall not be commingled with any other fund which may be established by the Board of Directors. Nothing contained herein shall preclude the Board of Directors from establishing any other additional maintenance funds, so long as the amounts deposited into and disbursed from said funds are earmarked for specified purposes authorized by these Declarations.

4. Delinquency and Acceleration. Any installment of an assessment provided for in these Declarations shall become delinquent if not paid on the due date as established by the Board of Directors. If not, paid within ten (10) days, the Board of Directors, may, at its election, require the delinquent member to pay a late charge which shall be set on an annual basis by the Board of Directors, together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an annual assessment is not paid within thirty (30) days after its due date, the Board may mail a notice to the owner and to each first mortgagee of a condominium which has requested a copy of the notice. Such notice shall specify (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the owner by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the annual assessment for the then current fiscal year and sale of the condominium. The notice shall further inform the owner of his right to cure after acceleration and to bring a court action to assert the non-existence of a default or any defense of the owner to acceleration and sale. If the delinquent installments of the annual assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual assessment for the then current fiscal year, attributable to that owner and his condominium unit, to be immediately due and payable without further demand, place any appropriate liens against the property, and may enforce the collection of the full annual assessment and all charges thereon in any manner authorized by law and these Declarations.

5. Notices. Any notice permitted or required to be given under these Declarations shall be in writing and may be given either personally or by mail. If served by mail, each notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of

such notice, or to the Privately Owned Unit of such Person if no address has been given to the Association and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing to the Association.

ARTICLE IV.

REPAIRS AND MAINTENANCE

A. Repairs. The Association shall keep in good repair the grounds, walkways, parking facilities, retaining walls, piers, units, water pipes, electrical service equipment, together with all other apparatus intended for the general service of the slip, except such portions of any of the foregoing that it is the specific duty of the member to maintain and keep in good repair as may be provided herein, it being understood that the member shall give the Association prompt notice in writing of any accident to an individual or of any defect known to the member and requiring repairs to be made; and subject to the foregoing limitations, all repairs shall be at the expense of the Association, unless the same shall have been made necessary by the act, neglect, carelessness or improper use of equipment by the member or any of the family, guests, invitees or agents or the member, in which case the expenses shall be borne by the member.

B. Maintenance. The Association shall maintain and manage the grounds, buildings, units and piers and shall keep the parking lots, sidewalks, walkways, piers and ramps neat, clean and properly lighted. Covenants of the Association herein contained are subject, however, to the discretionary power of the Board of Directors of the Association to prescribe the manner of maintaining and operating the marina and subject to the further provisions that there shall be no diminution or abatement of assessment accruing to the Association for the failure by the Association to perform the same or for interruption or curtailment of service, when such failure, interruption or curtailment shall be due to accident or to alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor, or to some other cause not gross negligence on the part of the Association.

C. Damage to Marina Property. If the buildings or other common elements or limited common elements of the marina property shall be partly damaged by fire or other cause, they shall be repaired as speedily as is reasonably possible at the expense of the Association, so as to conform substantially to the condition of the marina before the accident or fire. If for any reason the cost of repairs exceed the insurance proceeds available, seventy-five (75%) percent or more of the Association members and mortgages must vote to rebuild, repair, restore or sell before any such action is taken.

ARTICLE V.

MISCELLANEOUS PROVISIONS

A. Books. The association shall keep full and correct books of account at the office of the Managing Agent, Treasurer or in such other place as the Board of Directors may from time to time determine, and the same shall be open during reasonable business hours to inspection by a member or a representative of a member.

B. Quiet Enjoyment. The member, upon paying the assessment and performing the covenants and complying with all the conditions of the member to be performed as herein set forth, shall, at all times during his or her ownership, quietly hold and enjoy the exclusive use of his or her respective boat unit and non-exclusive use of the common elements specified, without any suit, or interference from the Association or its members.

C. Persons Entitled to Enforce Declarations. The Association, acting by authority of the Board, and any member of the Association shall have the right to enforce any or all of the provisions, covenants, conditions, restrictions and equitable servitudes contained in these Declarations against any property within the Association and the owner thereof. The right of enforcement shall include the right to bring an action for damages, to place any appropriate liens against the property, or to bring an action to enjoin any violation of any provision of these Declarations.

D. Violations Constitute a Nuisance. Any violation of any provisions, covenant, condition, restriction or equitable servitude contained in these Declarations whether by act or omission, is hereby declared to be nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any person entitled to enforce the provisions of these Declarations.

E. Violations of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Association area is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

F. Remedies Cumulative. Each remedy provided under these Declarations is cumulative and not exclusive.

G. Costs and Attorneys Fees. In any action or proceeding under these Declarations the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorney's fees.

H. Governing Law. These Declarations shall be construed and governed under the laws of the State of Wisconsin.

I. Severability. Each of the provisions of these Declarations shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or partial thereof shall not affect the validity or enforceability of any other provision.

EXHIBIT “F”

20 foot slips (4):

Numbered DN01, DN02, DN04 and DN05.

24 foot slips (34):

Numbered CN02, CN03, CS02, CS03, CS05, CS06, DN03, DN06, DN08, DN09, DN12, DN13, DN15, DN16, DN19, DN20, EW02, EW03, FS02, FS03, FS06, FS07, FS10, FS11, FS14, FS15, FS18, FS19, FS23, FS24, FS27, FS28, FS30 and FS31.

28 foot slips (89):

Numbered AS02, AS03, AS04, AS05, BS02, BS03, CN01, CN04, CS01, CS04, DN07, DN10, DN11, DN14, DN17, DN18, DN21, DN23, DN24, DN27, DN28, DN30, DN31, DN33, DN34, DN36, DN37, EN01, EN02, EN04, EN05, EN08, EN09, EN12, EN13, EN15, EN16, EN19, EN20, EN22, EN23, EN25, EN26, EW01, EW04, ES02, ES03, ES06, ES07, ES10, ES11, ES14, ES15, ES18, ES19, ES22, ES23, ES26, ES27, FN02, FN03, FN06, FN07, FN10, FN11, FN14, FN15, FN18, FN19, FN22, FN23, FN26, FN27, FS01, FS04, FS05, FS08, FS09, FS12, FS13, FS16, FS17, FS20, FS21, FS22, FS25, FS26, FS29 and FS32.

32 foot slips (46):

Numbered BS04, DN22, DN25, DN26, DN29, DN32, DN35, EN03, EN06, EN07, EN10, EN11, EN14, EN17, EN18, EN21, EN24, EN27, ES01, ES04, ES05, ES08, ES09, ES12, ES13, ES16, ES17, ES20, ES21, ES24, ES25, ES28, FN01, FN04, FN05, FN08, FN09, FN12, FN13, FN16, FN17, FN20, FN21, FN24, FN25 and FN28.

36 foot slips (35):

Numbered AS07, AS08, AS10, AS11, BS05, BS06, BS08, BS09, BS11, BS12, BS14, BS15, BS17, BS18, BS20, DS02, DS03, DS05, DS06, DS08, DS09, DS11, DS12, DS14, DS15, DS17, DS18, DS20, DS21, DS23, DS24, DS26, DS27, DS29 and DS30.

40 foot slips (40):

Numbered AS06, AS09, BS07, BS10, BS13, BS16, BS19, BS21, CS07, CS08, CS09, CS10, CS11, CS12, CS13, CS14, CS15, CS16, CS17, CS18, CS19, CS20, CS21, CS22, CS23, CS24, CS25, CS26, CS27, DS01, DS04, DS07, DS10, DS13, DS16, DS19, DS22, DS25, DS28 and DS31.

45 foot slips (10):

Numbered CN05, CN07, CN09, CN11, CN13, CN15, CN17, CN19, CN21 and CN23.

50 foot slips (14):

Numbered BN02, BN04, BN06, BN08, BN10, CN06, CN08, CN10, CN12, CN14, CN16, CN18, CN20 and CN22.

55 foot slips (7):

Numbered BS01, BN0, BN01, BN03, BN05, BN07 and BN09.