

817600 27

KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

RECEIVED FOR RECORD

01/31/2006 12:40PM

COVENANTS
EXEMPT #REC FEE: 27.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 9

[RESERVED FOR RECORDING DATA]

276-1108-00-000

Return to:
Land Title, Inc.
1900 Silver Lk Rd
New Brighton, MNHIGHVIEW MEADOWS COLONIAL COLLECTION,
A CONDOMINIUMFIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT is made as of the 30th day of January, 2006 by U.S. Home Corporation, a Delaware corporation, d/b/a Lennar ("Declarant") in accordance with the provisions of the Condominium Ownership Act, Wis. Stat. Ch. 703 (the "Act").

RECITALS

A. The Declaration establishing Highview Meadows Colonial Collection, a Condominium (the "Condominium") was recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 812719 on November 22, 2005 (the "Declaration").

B. The undersigned desire to amend the Declaration as set forth herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Declarant is the owner and/or contract purchaser of certain real property located in St. Croix County, Wisconsin, legally described in Exhibit A attached hereto.

1. Assessments. The following language is hereby added to Section 5 of the Declaration:

To the extent permitted by the Act, any lien of the Association for common expense charges and assessments becoming payable on or after the date of recordation of the first mortgage on a Unit, shall be subordinate to the first mortgage on such Unit. Such a lien for common expense charges and assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer of a Unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure sale shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any common expense charges thereafter becoming due.

2. Residential Use. Section 6.2 of the Declaration is hereby amended by adding the following language to the end of the existing paragraph:

Any lease of a Unit must be in writing and must be subject to the Governing Documents.

3. Insurance Coverage. Section 9.2 of the Declaration is hereby amended and restated to read in its entirety as follows:

9.2 Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act. Notwithstanding the foregoing, the Association must obtain the following insurance for the Community:

- (a) Insurance for Fire and Other Perils. A master or blanket policy of insurance covering the Community, including (i) the Units (excluding ceiling and wall finishing materials, floor coverings, cabinetry, finished millwork, electrical and plumbing fixtures serving a single Unit, and built-in appliances constructed or installed as part of the original construction of a Unit and other improvement or betterments); (ii) the Common Elements and Limited Common Elements, including fixtures, to the extent they are part of the Common Elements of the condominium, (iii) building service equipment and supplies; and (iv) other common personal property belonging to the Association; for broad form covered causes of loss, including all hazards normally covered by the standard extended coverage endorsement and the standard "all risk" endorsement. The insurance shall be in an amount not less than the full current replacement cost of the Community, exclusive of items normally excluded from property insurance policies and subject to a deductible in an amount which the Board deems reasonable.

- (b) Liability Insurance. Comprehensive general public liability insurance on an occurrence basis against claims and liabilities arising in connection with the ownership, existence, use or management of the Community, insuring the Board, the Association and all persons acting as agents, including the management agent, and their respective employees and agents. The public liability insurance must afford protection in aggregate limits as the Board deems appropriate, but in no event for less than \$1,000,000 for bodily injury or property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association.
- (c) Flood Insurance. If any part of the Community improvements are located in a special flood hazard area (which is designated on a Flood Insurance Boundary Map or Flood Insurance Rate Map), a master or blanket policy of flood insurance in such amounts as the Board deems desirable, but in no event may such amounts be less than the lesser of (i) the maximum coverage available under the National Federal Insurance Program for all buildings and other insurable property within the Community to the extent such buildings and other insurable property are within an area having special flood hazards; or (ii) 100% of current placement cost of all such buildings and other insurable property within that area.
- (d) Fidelity Insurance. Blanket fidelity insurance coverage for all officers, directors and employees of the Association and all other persons who either handle or are responsible for funds the Association holds or administers, whether or not the individual receives compensation for his or her services. If the Association hires a management agent and the management agent handles funds for the Association, the Association must require the management agent to obtain and maintain a fidelity insurance policy providing substantially the same coverage as the Association's policy. The fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulations of the Federal Housing Administration ("FHA") or the Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing of a mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate assessments on all Units plus reserves.

- (e) Such other insurance (including insurance with respect to officers' and directors' liability, worker's compensation insurance as necessary to comply with applicable laws and employee's liability insurance) as the Board deems appropriate.

4. Insurance Requirements. A new section 9.5 is hereby added to the Declaration as follows:

9.5 Required Endorsements and Provisions. The following endorsements to the policies described in Section 9 are required if reasonably available:

- (a) Agreed Amount and Inflation Guard Endorsement;
- (b) Construction Code Endorsements, if there is a construction code provision that requires changes to undamaged portions of the buildings even when only part of the Condominium is destroyed by an insured hazard. Typical endorsements include Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws endorsement and Increased Cost of Construction Endorsements;
- (c) Steam Boiler and Machinery Coverage Endorsement, which provides that the insurer's minimum liability per accident equals at least the lesser of \$2,000,000 or the insurable value of the buildings housing such boiler or machinery if required by Mortgagee; and
- (d) Standard mortgagee clause (without contribution).

In addition, the following provisions must be contained within the policy:

- (a) Any insurance trust agreement will be recognized;
- (b) The right of subrogation against Owners will be waived;
- (c) The insurance will not be prejudiced by any acts or omissions of the Unit Owners that are not under the control of the Association; and
- (d) The policy will be primary even if a Unit Owner has other insurance that covers the same loss.
- (e) The policy or policies may not be cancelled or substantially modified, without at least ten (1) days' prior written notice to the Association and to each holder of a first mortgage.
- (f) The insurer will issue certificates of insurance, upon request, to any Owner or first mortgagee.

5. Special Declarant Rights. The introductory sentence of Section 13 of the Declaration is hereby amended and restated to read in its entirety as follows:

Declarant reserves the following rights, for the benefit of any Declarant, subject to Declarant's obligation to restore any damage to the Community caused by its exercise of such rights:

6. Consent to Certain Amendments. In Section 13.8 of the Declaration, the phrase "As long as Declarant owns any unsold Unit for sale," is hereby amended to read "Until the end of the Declarant Control Period (as defined in the By-Laws)".

7. Model Units and Sales and Management Offices. Section 13.3 of the Declaration is hereby deleted in its entirety. Section 13.9 of the Declaration is hereby amended and restated to read in its entirety as follows:

13.9. Model Units and Sales and Management Offices. So long as Declarant owns at least one Unit in the Community for sale, Declarant reserves the right to: (a) construct, operate and maintain sales offices, management offices and model units and other development, sales and rental facilities within the Common Elements and any Units owned by the Declarant for sale; (b) increase or decrease the number of Units which Declarant uses as sales office or models; (c) relocate the sales offices or models to other Units or Common Elements; and (d) to maintain signs on the Common Elements and in or on model Units advertising the Community, including the advertisement and promotion of the sales of Units.

8. A new Section 13.11 is hereby added to the Declaration to read in its entirety as follows:

13.11 Contracts. If entered into before the officers elected by the Owners take office, any management contract, employment contract or lease of recreational or parking areas or facilities, any contract or lease to which a Declarant or any person affiliated with a Declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to the Owners when entered into under the circumstances then prevailing, may be terminated by the Association or its Board at any time without penalty upon not less than ninety (90) days' written notice to the other party thereto.

9. Amendment. The following language is hereby added to the end of Section 15 of the Declaration:

Notwithstanding anything herein to the contrary, no part of the Additional Real Estate may be added to the Community without the prior, written consent of FHA and FNMA, to the extent either of such entities holds, insures or guarantees any mortgage against a Unit at the time such Additional Real Estate is to be added.

10. Compatibility. Section 16.4 of the Declaration is hereby amended and restated to read in its entirety as follows:

16.4 Development Plan and Compatibility. Declarant's overall development plan for the Community includes two-story buildings with approximately 10-12 Units in each building. The architectural style for the buildings is traditional, featuring two distinct exterior details. The Units are approximately 1,715 square feet in size. Declarant intends that the improvements to be constructed on the Additional Real Estate (to the extent added to the Community pursuant to this Section 16) will be consistent with the overall development plan for the Community described in this Section 16.4 and in the Governing Documents. Any and all buildings and Units on the Additional Real Estate, when and if added to the Community, must be compatible with the other buildings and Units in the Common Interest Community in terms of the quality of construction and must be substantially complete before the Additional Real Estate is added to the Community. Notwithstanding anything to the contrary herein, Declarant reserves the right to change the plan or to decide not to construct additional Units if Declarant, in Declarant's sole business judgment determines prior to the addition of any or all of the Additional Real Estate that: (i) there is reduced availability of compatible construction materials because of price increases or shortages; (ii) there is reduced consumer interest in the style or size of units contemplated in the overall development plan; or (iii) there are changes in the availability and type of energy serving the Community.

11. Notice. Section 17.1(a) is hereby amended to read in its entirety as follows:

- (a) Any proposed amendment of this Declaration, the Articles of Incorporation, or the By-Laws resulting in a change in: the boundaries of a Unit, Limited Common Element or the exclusive easement rights appertaining thereto; the percentage undivided interest in the Common Elements appurtenant to any Unit; any Unit's Common Expense Allocation; the Limited Common Elements assigned to a Unit; the number of votes in the Association allocated to any Unit; or any change in the use or uses to which a Unit or Common Element is restricted (other than amendments to add Additional Real Estate to the Property);

12. Examination. Section 17.2 of the Declaration is hereby amended and restated to read in its entirety as follows:

17.2 Examination. Each Owner, first mortgagee of a Unit or an insurer or guarantor of such first mortgagee shall have the right to examine the Governing Documents, and the books, records and financial statements of the Association during normal business hours. Upon written request from any of the agencies or corporations which has an interest or prospective interest in the Community, the Association shall prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year of the Association. The Association shall also provide current copies of the Governing Documents to prospective purchasers as set forth in Section 703.20 of the Act, and shall also provide prospective purchasers a copy of the most recent annual audited financial statement, if such is prepared.

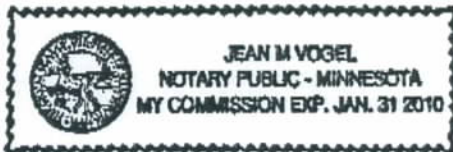
13. No Other Changes. Except as expressly changed, modified or altered in this Amendment, the Declaration shall remain in full force and effect as originally executed by Declarant.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Declaration as of the date first set forth above.

U.S. HOME CORPORATION

By Patricia A. Tausch
Its Director of Sales

This instrument was acknowledged before me on this 30th day of January, 2006, by Patricia Tausch, the Director of Sales of U.S. Home Corporation, a Delaware corporation d/b/a Lennar, on behalf of the corporation.



Jean M. Vogel
Notary Public

Drafted by:
Leonard, Street and Deinard (SDH/CLB)
150 South Fifth Street, #2300
Minneapolis, MN 55402

CONSENT TO FIRST AMENDMENT TO DECLARATION

LYMAN PROPERTIES, LLC, a Minnesota limited liability company, hereby joins in and consents to the attached First Amendment to Declaration of Covenants, Conditions and Restrictions for Highview Meadows Colonial Collection, A Condominium dated as of 1/30, 2006.

Lyman Properties, LLC

By:

Its:

V. Pres.

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 30th day of January, 2006 by James W. Johnston the V. Pres. of Lyman Properties, LLC, a Minnesota limited liability company, on behalf of the company.



Sara Jensen
Notary Public

EXHIBIT A**Legal Description**

The description of the real estate on which the Condominium is located is legally described as:

Lot 47, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof

Contemporaneous with the recording of the Plat and this Declaration, said Lot 47 is hereby platted into Units to be legally described as:

Units 2449-1 through 2449-12, inclusive, Highview Meadows Colonial Collection, St. Croix County, Wisconsin, according to the recorded Plat thereof.

The current parcel identification number of the Property is 276-1108-00000.

The address of the Property is 2449 Dawes Place, River Falls, Wisconsin.

820752

Highview Meadows Colonial Collection,
A Condominium Second Amendment to
Declaration of Covenants, Conditions
and Restrictions

Document Number

Title of Document

KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

RECEIVED FOR RECORD

03/15/2006 01:30PM

COVENANTS
EXEMPT #

REC FEE: 21.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 6

Recording Area

Land Title Inc.
1900 Silver Lake Road
Ste. 200
New Brighton, MN 55112
MR-267465

Parcel Identification Number (PIN)

276-1113-48-013
276-1113-48-014
276-1113-48-015
276-1113-48-016
276-1113-48-017
276-1113-48-018

276-1113-48-019
276-1113-48-020
276-1113-48-021
276-1113-48-022
276-1113-48-023
276-1113-48-024

(Drafted by/when filed return to: Leonard, Street and Deinard (SDH/CLB), 150 South Fifth St., Ste. 2300, Mpls., MN 55402)

**HIGHVIEW MEADOWS COLONIAL COLLECTION,
A CONDOMINIUM**

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT is made as of the 9th day of March, 2006 by **U.S. Home Corporation**, a Delaware corporation, d/b/a Lennar ("Declarant") in accordance with the provisions of the Condominium Ownership Act, Wis. Stat. Ch. 703 (the "Act").

RECITALS

A. The Declaration establishing Highview Meadows Colonial Collection, a Condominium (the "Condominium") was recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 812719 on November 22, 2005, and was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 817600 on January 31, 2006 (as amended, the "Declaration").

B. The Declaration, as originally recorded, included a page after Exhibit B purporting to set forth the addresses for the Units. The addresses were listed incorrectly on that page. Declarant desires to correct the addresses stated in the Declaration.

C. Further, pursuant to the Declaration, Declarant reserved the right to add Additional Real Estate to the Condominium. Declarant desires to add certain Additional Real Estate to the Condominium.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Descriptions of Property and Annexation of Additional Real Estate.** Pursuant to Section 16 of the Declaration and Wis. Stat. § 703.26, the Declarant hereby adds to the Property a portion of the Additional Real Estate legally described in Exhibit B of the Declaration

as Lot 48, Highview Meadows 1st Addition (the "**Annexed Property**"). Exhibit A to the Declaration is hereby amended and replaced with Exhibit A attached hereto. All references to Exhibit A in the Declaration shall mean and refer to Exhibit A attached hereto. Declarant hereby divides the Annexed Property into 12 Units, each consisting of a Unit and that Unit's undivided interest in the Common Elements. The Annexed Property shall be transferred, held, sold, conveyed and developed always subject to all the easements, covenants, restrictions, conditions and other terms and provisions of the Declaration to the same extent as though the Annexed Property had been designated as "Property" in the Declaration as originally executed.

2. **Description of Additional Real Estate.** Exhibit B to the Declaration shall be amended and replaced with Exhibit B attached hereto. All references to Exhibit B in the Declaration shall mean and refer to Exhibit B attached hereto.

3. **Fractional Allocation.** Each Unit, including the Units on the Annexed Property shall be allocated an equal percentage of undivided interests in the Common Elements, an equal share of the Common Expenses of the Association and an equal portion of the votes in the Association, as set forth in the Declaration and the Bylaws.

4. **Unit Addresses.** The page of the Declaration immediately following Exhibit B (County Recorder Page Number 581) is hereby deleted in its entirety. The Unit addresses have been corrected and placed on Exhibit A attached hereto.

5. **No Other Changes.** Except as expressly changed, modified or altered in this Amendment, the Declaration shall remain in full force and effect as originally executed by Declarant.

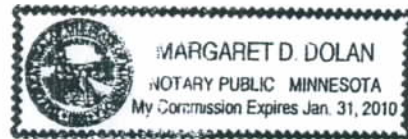
IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Declaration as of the date first set forth above.

U.S. HOME CORPORATION

By 
Its President

This instrument was acknowledged before me on this 9th day of March, 2006, by William C. Burger the Vice President of U.S. Home Corporation, a Delaware corporation d/b/a Lennar, on behalf of the corporation.

Margaret D. Dolan
Notary Public



Drafted by: **Shannon Hoagland**
Leonard, Street and Deinard (SDH/CLB)
150 South Fifth Street, #2300
Minneapolis, MN 55402

EXHIBIT A
Legal Description

The description of the Property on which the Condominium is located is legally described as:

Lot 47, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof, which has been replatted into Units legally described as:

Units 2449-1 through 2449-12, inclusive, Highview Meadows Colonial Collection, St. Croix County, Wisconsin, according to the recorded Plat thereof.

Lot 48, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof; which has been replatted into Units legally described as:

Units 2469-1 through 2469-12, inclusive, Highview Meadows Colonial Collection, St. Croix County, Wisconsin, according to the recorded Plat thereof.

The Unit addresses and parcel identification numbers are as follows:

| Unit Number | Unit Address | Parcel Identification Numbers |
|-------------|--------------------|-------------------------------|
| 2449-1 | 2449-A Dawes Place | 276-1113-47-001 |
| 2449-2 | 2449-B Dawes Place | 276-1113-47-002 |
| 2449-3 | 2449-C Dawes Place | 276-1113-47-003 |
| 2449-4 | 2449-D Dawes Place | 276-1113-47-004 |
| 2449-5 | 2449-E Dawes Place | 276-1113-47-005 |
| 2449-6 | 2449-F Dawes Place | 276-1113-47-006 |
| 2449-7 | 2449-G Dawes Place | 276-1113-47-007 |
| 2449-8 | 2449-H Dawes Place | 276-1113-47-008 |
| 2449-9 | 2449-I Dawes Place | 276-1113-47-009 |
| 2449-10 | 2449-J Dawes Place | 276-1113-47-010 |
| 2449-11 | 2449-K Dawes Place | 276-1113-47-011 |
| 2449-12 | 2449-L Dawes Place | 276-1113-47-012 |
| 2469-1 | 2469-A Dawes Place | 276-1113-48-013 |
| 2469-2 | 2469-B Dawes Place | 276-1113-48-014 |
| 2469-3 | 2469-C Dawes Place | 276-1113-48-015 |
| 2469-4 | 2469-D Dawes Place | 276-1113-48-016 |
| 2469-5 | 2469-E Dawes Place | 276-1113-48-017 |
| 2469-6 | 2469-F Dawes Place | 276-1113-48-018 |
| 2469-7 | 2469-G Dawes Place | 276-1113-48-019 |
| 2469-8 | 2469-H Dawes Place | 276-1113-48-020 |
| 2469-9 | 2469-I Dawes Place | 276-1113-48-021 |
| 2469-10 | 2469-J Dawes Place | 276-1113-48-022 |
| 2469-11 | 2469-K Dawes Place | 276-1113-48-023 |
| 2469-12 | 2469-L Dawes Place | 276-1113-48-024 |

EXHIBIT B
Additional Real Estate

Lots 49-51, and Outlots 13-22, Highview Meadows 1st Addition, St. Croix County, Wisconsin,
according to the recorded Plat thereof.

2729070.1
2706165v1

DOCUMENT # 820753

NAME OF PLAT Highview Meadows Colonial Collection
1st Addendum

FILED - VOLUME 2 PAGE 14

DATE 3/15/2006

4 pages

TIME 1:30 pm

OWNERS U.S. Home Corporation

LEGAL: Lot 48 Highview Meadows 1st Addition

LOTS Units 2469-1 BLOCK
through - 12

OUTLOT(S)

PART OF: NE 1/4 - SW 1/4 Sec. 32 T28N R18W

MUNICIPALITY City of River Falls

CHECK# 97282 AMOUNT \$50.00

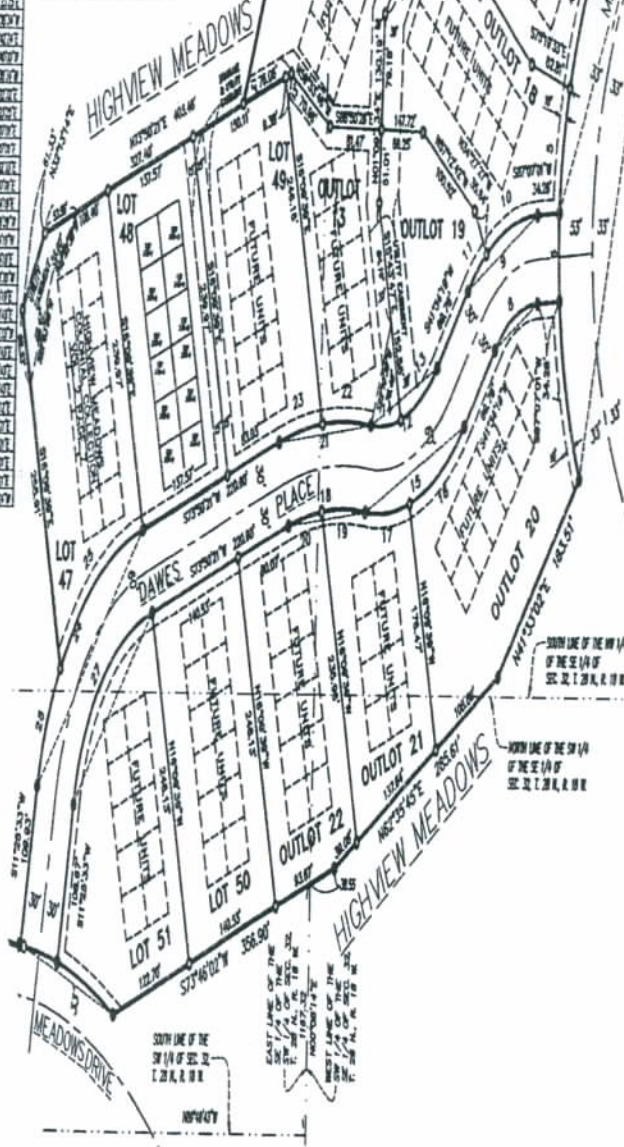
CONDOMINIUM PLAT OF HIGHVIEW MEADOWS COLONIAL COLLECTION 1ST ADDENDUM

A RESIDENTIAL CONDOMINIUM
LOCATED IN THE CITY OF RIVER FALLS,
COUNTY OF ST. CROIX, STATE OF WISCONSIN

CURVE TABLE

| CURVE | ARC | CHORD | CHORD BEARING | CHORD BEARING | CHORD BEARING | CHORD BEARING |
|-------|-------|-------|---------------|---------------|---------------|---------------|
| 1 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 2 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 3 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 4 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 5 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 6 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 7 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 8 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 9 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 10 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 11 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 12 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 13 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 14 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 15 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 16 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 17 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 18 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 19 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 20 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 21 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 22 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 23 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 24 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 25 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 26 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 27 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 28 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 29 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 30 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 31 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 32 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 33 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 34 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 35 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 36 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 37 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 38 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 39 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |
| 40 | 10.00 | 10.00 | 0°00'00" | 0°00'00" | 0°00'00" | 0°00'00" |

ASSUMED NORTH
The South line of the Southwest Quarter of
Section 32, Township 28 North, Range 18
West has an assumed bearing of South 89
degrees 48 minutes 43 seconds East.



DOC. NO. 820753

REGISTER'S OFFICE

ST. CROIX COUNTY, WISCONSIN

Received for Record this 15th day of

March A.D., 2006 at

1:30 o'clock P. M. Recorded in

Volume 2 of Condo Plats

Page 14

Kathleen H. Walsh, Register of Deeds

By: Kathleen H. Walsh

SURVEYOR'S CERTIFICATE

I, Dennis J. Purcell, registered Land Surveyor, do hereby certify that I surveyed and mapped
HIGHVIEW MEADOWS COLONIAL COLLECTION 1ST ADDENDUM, a residential condominium,
being the following described property:

Lot 48, HIGHVIEW MEADOWS 1ST ADDITION. Located in part of Northeast Quarter of the
Southwest Quarter of Section 32, Township 28 North, Range 18 West, City of River Falls,
County of St. Croix County, State of Wisconsin.

And the Additional Real Estate described as follows:

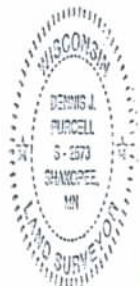
Lots 49 through 51, inclusive, and Outlots 13 through 22, inclusive all in
HIGHVIEW MEADOWS 1ST ADDITION. Located in part of the Northeast Quarter of the
Southwest Quarter, the Southeast Quarter of the Southwest Quarter, the Northwest Quarter of
the Southeast Quarter and the Southwest Quarter of the Southwest Quarter all in Section 32,
Township 28 North, Range 18 West, City of River Falls, County of St. Croix, State of
Wisconsin.

That I have made such survey, land division and condominium plat by the direction of
U. S. Home Corporation, a Delaware corporation, owner of said land. That such plat is a correct
representation of the condominium described and the plat thereof made. That I have fully
complied with the provisions of Chapter 763 of the Wisconsin Statutes and the provisions of the
City of River Falls Subdivision Ordinance in surveying, dividing and mapping the same.

Dated this 10th day of March, 2006.

Dennis J. Purcell

Dennis J. Purcell, J.S.
Registered Wisconsin Land Surveyor S-2673
McCombs Frank Roos Associates, Inc.
14800 - 28th Avenue North, Suite 140
Plymouth, Minnesota 55447
763-476-6010



INDEX

| Sheet No. | Title |
|-----------|------------------------------------|
| 1 | Overall Boundary and Certification |
| 2 | Lot 48 Site Plan |
| 3 | Unit Ground Floor Plan |
| 4 | Unit Upper Floor Plan |

LEGEND

- DENOTES SET 3/4"x1/8" IRON ROD WEIGHING 1.582 LBS PER LINEAR FOOT
- DENOTES SET 1 1/4"x1/8" IRON ROD WEIGHING 4.17 LBS PER LINEAR FOOT
- DENOTES FOUND 3/4"x1/8" IRON ROD WEIGHING 1.582 LBS PER LINEAR FOOT
- DENOTES FOUND 1 1/4"x1/8" IRON ROD WEIGHING 4.17 LBS PER LINEAR FOOT

Overall Boundary and Certification
McCOMBS FRANK ROOS ASSOCIATES, INC.

ENGINEERS AND LAND SURVEYORS
SHEET 1 OF 4 SHEETS

831 / 21 / 21

21

KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

RECEIVED FOR RECORD

08/08/2006 01:55PM

CONDO DECLARATION

REC FEE: 21.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 6LAND TITLE, INC.
SUITE 200
1900 SILVER LAKE ROAD
NEW BRIGHTON, MN 55412
FILE NO. MR 275641

(Drafted by/when filed return to: Leonard, Street and Deinard (SDH/CLB), 150 South Fifth St., Ste. 2300, Mpls., MN 55402)

HIGHVIEW MEADOWS COLONIAL COLLECTION,
A CONDOMINIUMTHIRD AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD AMENDMENT is made as of the 21 day of August, 2006 by U.S. Home Corporation, a Delaware corporation, d/b/a Lennar ("Declarant") in accordance with the provisions of the Condominium Ownership Act, Wis. Stat. Ch. 703 (the "Act").

RECITALS

A. The Declaration establishing Highview Meadows Colonial Collection, a Condominium (the "Condominium") was recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 812719 on November 22, 2005, and was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 817600 on January 31, 2006, and was further amended on March 9, 2006 by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 820752 on March 15, 2006 (as amended, the "Declaration").

B. Pursuant to the Declaration, Declarant reserved the right to add Additional Real Estate to the Condominium. Declarant desires to add certain Additional Real Estate to the Condominium.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Descriptions of Property and Annexation of Additional Real Estate.** Pursuant to Section 16 of the Declaration and Wis. Stat. § 703.26, the Declarant hereby adds to the Property a portion of the Additional Real Estate legally described in Exhibit B of the Declaration as Lot 49, Highview Meadows 1st Addition (the "*Annexed Property*"). Exhibit A to the Declaration is hereby amended and replaced with Exhibit A attached hereto. All references to Exhibit A in the Declaration shall mean and refer to Exhibit A attached hereto. Declarant hereby divides the Annexed Property into 12 Units, each consisting of a Unit and that Unit's undivided interest in the Common Elements. The Annexed Property shall be transferred, held, sold, conveyed and developed always subject to all the easements, covenants, restrictions, conditions and other terms and provisions of the Declaration to the same extent as though the Annexed Property had been designated as "Property" in the Declaration as originally executed.

2. **Description of Additional Real Estate.** Exhibit B to the Declaration shall be amended and replaced with Exhibit B attached hereto. All references to Exhibit B in the Declaration shall mean and refer to Exhibit B attached hereto.

3. **Fractional Allocation.** Each Unit, including the Units on the Annexed Property shall be allocated an equal percentage of undivided interests in the Common Elements, an equal share of the Common Expenses of the Association and an equal portion of the votes in the Association, as set forth in the Declaration and the Bylaws.

4. **No Other Changes.** Except as expressly changed, modified or altered in this Amendment, the Declaration shall remain in full force and effect as originally executed by Declarant.

The rest of this page intentionally left blank.

EXHIBIT A
Legal Description

The description of the Property on which the Condominium is located is legally described as:

Lot 47, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof, which has been replatted into Units legally described as:

Units 2449-1 through 2449-12, inclusive, Highview Meadows Colonial Collection, St. Croix County, Wisconsin, according to the recorded Plat thereof.

Lot 48, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof; which has been replatted into Units legally described as:

Units 2469-1 through 2469-12, inclusive, Highview Meadows Colonial Collection, St. Croix County, Wisconsin, according to the recorded Plat thereof.

Lot 49, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof, which has been replatted into Units legally described as:

Units 2449-1 through 2449-6, inclusive, and Units 811, 813, 815, 817, 819, and 821, Highview Meadows Colonial Collection, St. Croix County, Wisconsin, according to the recorded Plat thereof.

The Unit addresses and parcel identification numbers are as follows:

| Unit Number | Unit Address | Parcel Identification Numbers |
|-------------|--------------------|-------------------------------|
| 2449-1 | 2449-A Dawes Place | 276-1113-47-001 |
| 2449-2 | 2449-B Dawes Place | 276-1113-47-002 |
| 2449-3 | 2449-C Dawes Place | 276-1113-47-003 |
| 2449-4 | 2449-D Dawes Place | 276-1113-47-004 |
| 2449-5 | 2449-E Dawes Place | 276-1113-47-005 |
| 2449-6 | 2449-F Dawes Place | 276-1113-47-006 |
| 2449-7 | 2449-G Dawes Place | 276-1113-47-007 |
| 2449-8 | 2449-H Dawes Place | 276-1113-47-008 |
| 2449-9 | 2449-I Dawes Place | 276-1113-47-009 |
| 2449-10 | 2449-J Dawes Place | 276-1113-47-010 |
| 2449-11 | 2449-K Dawes Place | 276-1113-47-011 |
| 2449-12 | 2449-L Dawes Place | 276-1113-47-012 |
| 2469-1 | 2469-A Dawes Place | 276-1113-48-013 |
| 2469-2 | 2469-B Dawes Place | 276-1113-48-014 |
| 2469-3 | 2469-C Dawes Place | 276-1113-48-015 |
| 2469-4 | 2469-D Dawes Place | 276-1113-48-016 |
| 2469-5 | 2469-E Dawes Place | 276-1113-48-017 |
| 2469-6 | 2469-F Dawes Place | 276-1113-48-018 |
| 2469-7 | 2469-G Dawes Place | 276-1113-48-019 |
| 2469-8 | 2469-H Dawes Place | 276-1113-48-020 |
| 2469-9 | 2469-I Dawes Place | 276-1113-48-021 |
| 2469-10 | 2469-J Dawes Place | 276-1113-48-022 |

3507325.1

| | | |
|---------|--------------------|-----------------|
| 2469-11 | 2469-K Dawes Place | 276-1113-48-023 |
| 2469-12 | 2469-L Dawes Place | 276-1113-48-024 |
| 2489-1 | 2489-A Dawes Place | 276-1113-49-025 |
| 2489-2 | 2489-B Dawes Place | 276-1113-49-026 |
| 2489-3 | 2489-C Dawes Place | 276-1113-49-027 |
| 2489-4 | 2489-D Dawes Place | 276-1113-49-028 |
| 2489-5 | 2489-E Dawes Place | 276-1113-49-029 |
| 2489-6 | 2489-F Dawes Place | 276-1113-49-030 |
| 811 | 811 Dailey Place | 276-1113-49-031 |
| 813 | 813 Dailey Place | 276-1113-49-032 |
| 815 | 815 Dailey Place | 276-1113-49-033 |
| 817 | 817 Dailey Place | 276-1113-49-034 |
| 819 | 819 Dailey Place | 276-1113-49-035 |
| 821 | 821 Dailey Place | 276-1113-49-036 |

EXHIBIT B
Additional Real Estate

Lots 50-51, and Outlots 13-22, Highview Meadows 1st Addition, St. Croix County, Wisconsin,
according to the recorded Plat thereof.

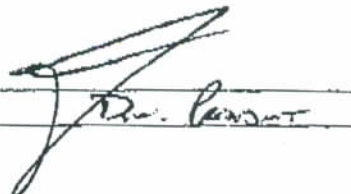
3507325.1

IN WITNESS WHEREOF, Declarant has executed this Third Amendment to Declaration as of the date first set forth above.

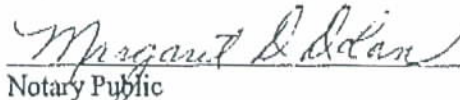
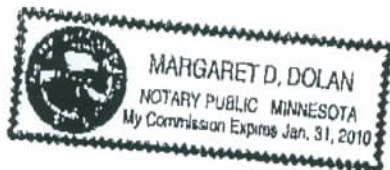
U.S. HOME CORPORATION

By

Its



This instrument was acknowledged before me on this 7th day of August, 2006, by William C. Ruge the President of U.S. Home Corporation, a Delaware corporation d/b/a Lennar, on behalf of the corporation.


Notary Public

Drafted by:
Leonard, Street and Deinard (SDH/CLB)
150 South Fifth Street, #2300
Minneapolis, MN 55402

1900 Silver Lake Road, Suite 200
New Brighton, MN 55112-1789
651-638-1900, 651-638-1994 (Fax)
www.landtitleinc.com
EMAIL CLOSING PACKAGES TO:
documents@landtitleinc.com

Land Title, Inc.

Fax

To: Shannon From: Simon
Fax: _____ Pages: _____
Phone: _____ Date: _____
Re: _____ Phone: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Please see our Web site: www.landtitleinc.com

You can place your title insurance application online

Email address for closing packages: documents@landtitleinc.com



DOCUMENT # 831708NAME OF PLAT Highview Meadows Colonial Collectio
2nd AddendumFILED - VOLUME 2 PAGE 21DATE 8/8/2006TIME 1:55 PMOWNERS U.S. Home Corporation

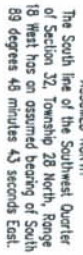
LEGAL:

LOTS 2489-1 through BLOCK2489-6
~~ONE LOT(S)~~ and 811, 813, 815, 817,
819, 821

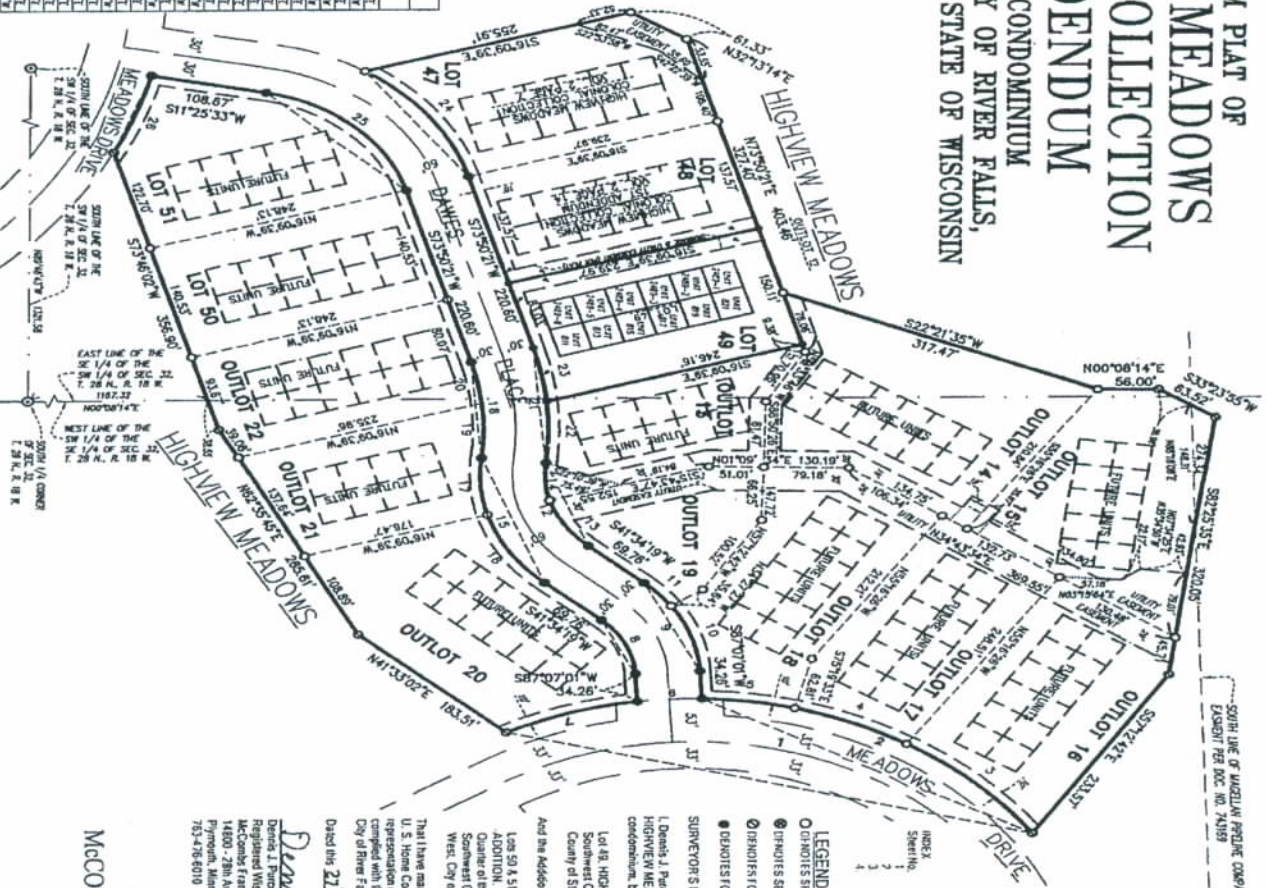
PART OF:

Lot 49 Highview Meadows 1st Addn.MUNICIPALITY City of River FallsCHECK# 99436 AMOUNT \$50.00

A RESIDENTIAL CONDOMINIUM
LOCATED IN THE CITY OF RIVER FALLS,
COUNTY OF ST. CROIX, STATE OF WISCONSIN



| Curve | Age | Gender | Depth | Location | Time | Height |
|-------|-------|--------|-------|----------|------|--------|
| 1 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 2 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 3 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 4 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 5 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 6 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 7 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 8 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 9 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 10 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 11 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 12 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 13 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 14 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 15 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 16 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 17 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 18 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 19 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 20 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 21 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 22 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 23 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 24 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 25 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 26 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 27 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 28 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 29 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 30 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 31 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 32 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 33 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 34 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 35 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 36 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 37 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 38 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 39 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 40 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 41 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 42 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 43 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 44 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 45 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 46 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 47 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 48 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 49 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 50 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 51 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 52 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 53 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 54 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |
| 55 | 550.6 | MALE | 10.0 | 10.0 | 10.0 | 10.0 |



-SOUTH LINE OF MAGELLAN PROFILE COMPANY
ESSENT PER DOC. NO. 74J159

DOC. NO. 831703
 REGISTER'S OFFICE
 ST. CROIX COUNTY, WISCONSIN
 Received for Record this 5th day of
August, A.D., 2006, at
Laurel a place P M. Recorded in
 Volume 31 of Condo Plats
 Page 21

Kathleen H. Walsh, Registrar of Deeds
 By Kathleen H. Walsh

| Sheet No. | File |
|-----------|------------------------------------|
| 1 | Overall Boundary and Certification |
| 2 | Let 19 Site Plan |
| 3 | Unit Ground Floor Plan |
| 4 | Unit Upper Floor Plan |

0.01 MOLES/l. IN AQUEOUS SOLUTIONS OF 0.02 M NaCl AT 25°C.

- 0 DENOTES SET 1; 1/4"X1/4" IRON ROD WEIGHING 4.17 LBS PER LINEAR FOOT
0 DENOTES FOUND 3/4"X1/4" IRON ROD WEIGHING 1.50 LBS PER LINEAR FOOT
0 DENOTES FOUND 1/4"X1/4" IRON RODS WEIGHING 4.17 LBS PER LINEAR FOOT

SURVEYOR'S CERTIFICATE

I, Dennis J. Purcell, Registered Land Surveyor, do hereby certify that I surveyed and mapped
HIGHIEM MEADOWS COLONIAL COLLECTION 2ND ADDENDUM, a residential
condominium, being the following described property:

Lot 49, HIGHVIEW MEADOWS 1ST ADDITION, located in part of Northeast Quarter of the Southwest Quarter of Section 32, Township 28 North, Range 18 West, City of River Falls, County of St. Croix County, State of Wisconsin.

And the Additional Real Estate described as follows:

lots 50 & 51, and Caddess 13 through 22, inclusive all in HIGHVIEW MEADOWS 1ST ADDITION, located in part of the Northeast Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter all in Section 32, Township 28 North, Range 18 West, City of River Falls, County of St. Croix, State of Wisconsin.

That I have made such survey, said division and contentment just by the direction of U. S. Home Corporation, a Delaware corporation, owner of said land. That said plot is a correct representation of the condominium described and the plat drawn made. That I have fully complied with the provisions of Chapter 703 of the Wisconsin Statutes and the provisions of the City of Milwaukee Ordinance in surveying, dividing and mapping the same.

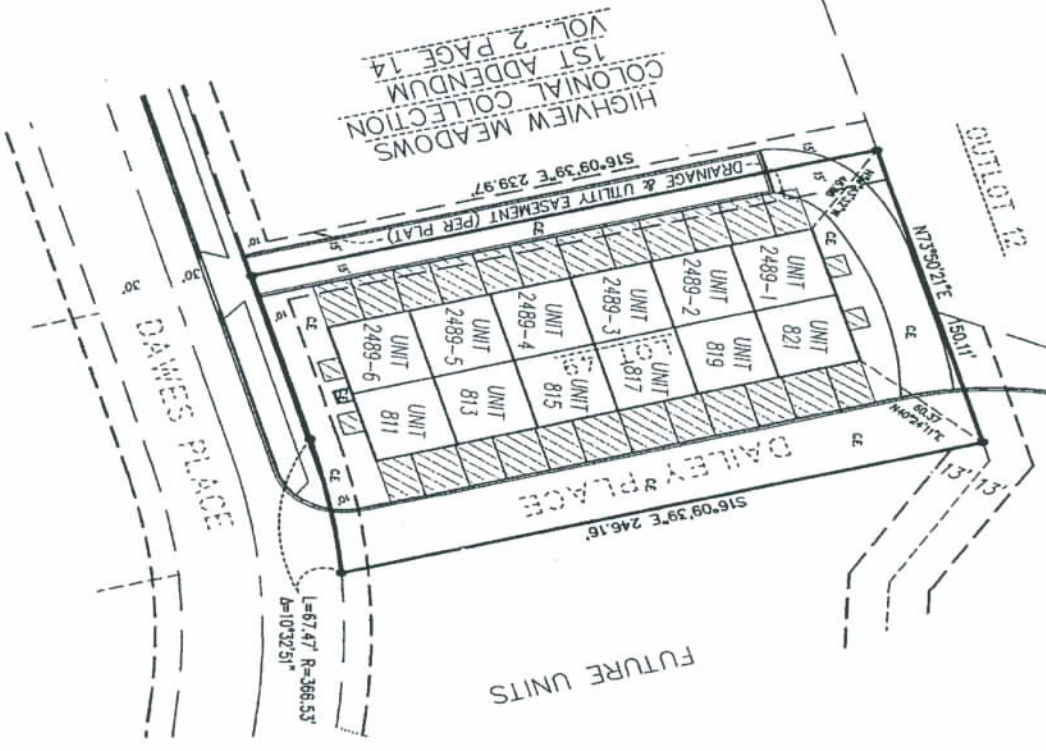
Dated this 27th day of July, 2006.

Dennis J. Purcell
Dennis J. Purcell, L.S.J.
Registered Wisconsin Land Surveyor S-2873
McCombs Frank Ross Associates, Inc.
14800 - 78th Avenue North, Suite 140
Plymouth, Minnesota 55447
763-476-6010

Overall Boundary and Certification

McCOMBS FRANK ROOS ASSOCIATES, INC.
ENGINEERS AND LAND SURVEYORS
SHEET 1 OF 4 SHEETS





CONDOMINIUM PLAT OF
HIGHVIEW MEADOWS
COLONIAL COLLECTION
2ND ADDENDUM
A RESIDENTIAL CONDOMINIUM
LOCATED IN THE CITY OF RIVER FALLS,
COUNTY OF ST. CROIX, STATE OF WISCONSIN



ASSUMED NORTH
The South line of the Southwest Quarter
of Section 32, Township 28 North, Range
18 West has an assumed bearing of South
89 degrees 48 minutes 43 seconds East.



- LEGEND
- DENOTES FOUND IRON MONUMENT
 - ▨ DENOTES UNITED COMMON ELEMENT
 - C.E. DENOTES COMMON ELEMENT

Site Plan
McCOMBS FRANK ROOS ASSOCIATES, INC.
ENGINEERS AND LAND SURVEYORS
SHEET 2 OF 4 SHEETS

CONDOMINIUM PLAT OF HIGHVIEW MEADOWS COLONIAL COLLECTION 2ND ADDENDUM

A RESIDENTIAL CONDOMINIUM
LOCATED IN THE CITY OF RIVER FALLS,
COUNTY OF ST. CROIX, STATE OF WISCONSIN

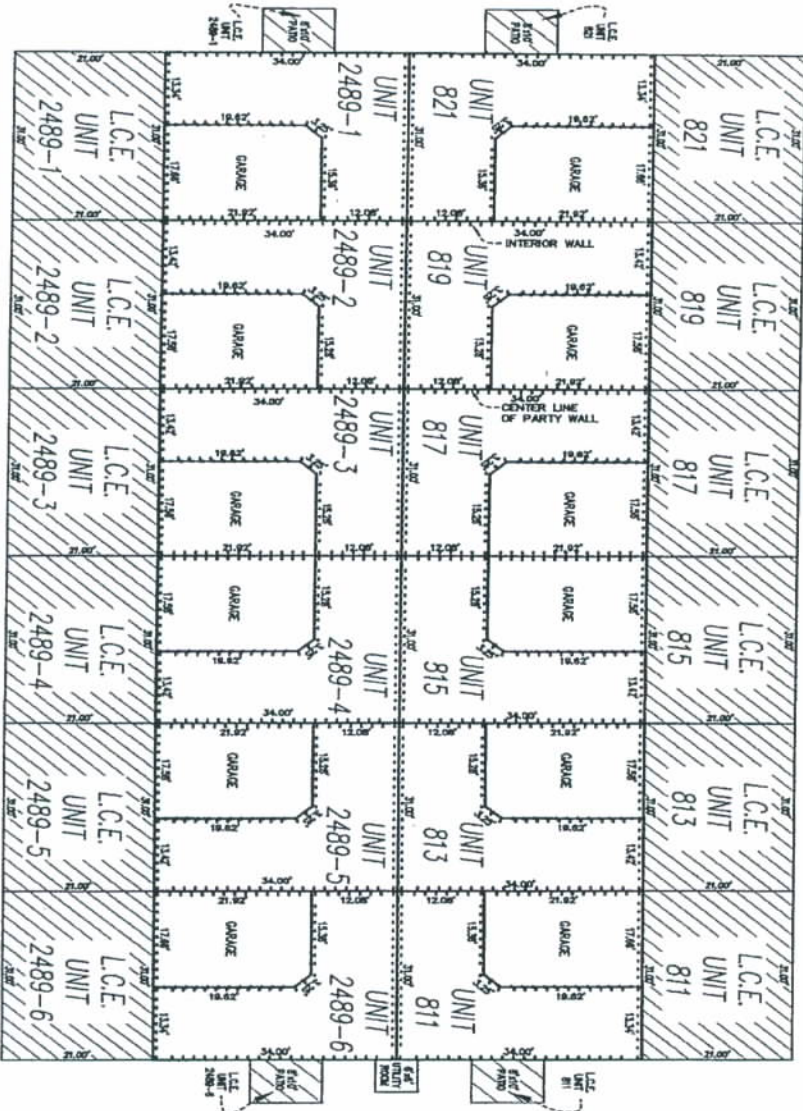
LEGEND
DENOTES UNITED
COMMON ELEMENT

**TYPICAL BUILDING
& UNIT LAYOUT**
UNITS 2489-1, 2489-2, 2489-3,
2489-4, 2489-5, 2489-6,
821, 819, 817,
815, 813, & 811
(NO SCALE)



GENERAL NOTES

1. Private sanitary sewer, storm sewer and water systems will serve all units. The main lines of these systems are common elements and are connected to the public sewer and water systems in the adjoining public streets. The sanitary sewer and water services (from the main lines) and service lines to the individual buildings or units are limited common elements.
2. The limited common elements include the individual driveway from the garage foundation to the main edge of the adjoining private street.
3. Typical individual house area is 1,568 square feet as per architectural plans.
4. Typical individual garage area is 303 square feet as per architectural plans.
5. Area of Lot 49 is 36,162 square feet or 0.83 acres.
6. Building dimensions shown on this plat are exterior foundation wall dimensions or dimensions along the perimeter of interior party walls.



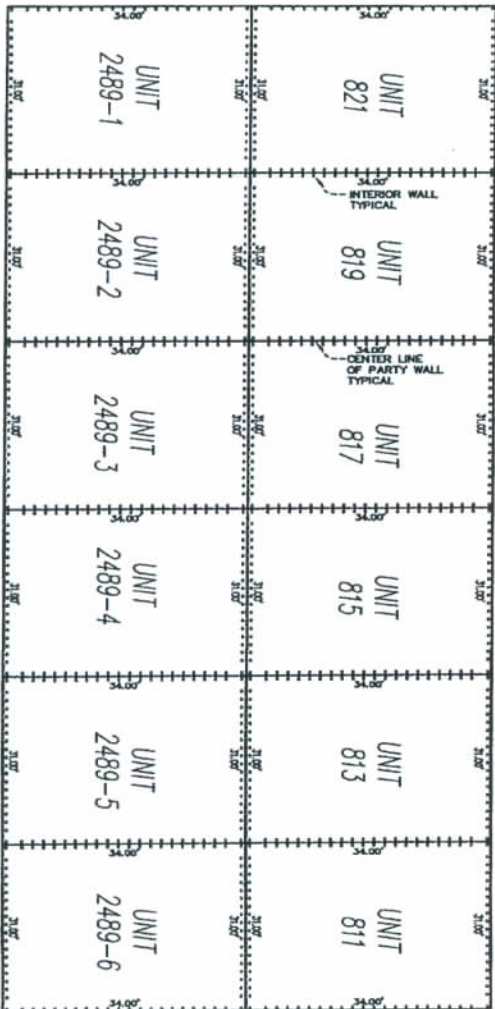
(GROUND FLOOR)

McCOMBS FRANK ROOS ASSOCIATES, INC.
ENGINEERS AND LAND SURVEYORS
SHEET 3 OF 4 SHEETS

CONDOMINIUM PLAT OF HIGHVIEW MEADOWS COLONIAL COLLECTION 2ND ADDENDUM A RESIDENTIAL CONDOMINIUM LOCATED IN THE CITY OF RIVER FALLS, COUNTY OF ST. CROIX, STATE OF WISCONSIN



TYPICAL BUILDING
& UNIT LAYOUT
UNITS 2489-1, 2489-2, 2489-3,
2489-4, 2489-5, 2489-6,
821, 819, 817,
815, 813, & 811
(NO SCALE)



GENERAL NOTES

1. Private sanitary sewer, storm sewer, and water systems will serve all units. The main lines of these systems are common elements and are connected to the public sewer and water systems in the adjoining public streets. The sanitary sewer and water services (from the main water and sewer lines to the individual buildings or units) are limited common elements.
2. The limited common elements include the individual driveways from the garage foundation to the rear edge of the adjoining private streets.
3. Typical individual house area is 1,588 square feet as per architectural plans.
4. Typical individual garage area is 353 square feet as per architectural plans.
5. Area of Lot 49 is 36,162 square feet or 0.81 acres.
6. Building dimensions shown on this plan are exterior foundation wall dimensions or dimensions along the centerline of interior party walls.



(UPPER LEVEL)
MCCOMBS FRANK ROOS ASSOCIATES, INC.
ENGINEERS AND LAND SURVEYORS
SHEET 4 OF 4 SHEETS

838669

KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

RECEIVED FOR RECORD

11/13/2006 11:00AM

COVENANTS
EXEMPT #

REC FEE: 17.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 4

| | |
|---|--|
| Document Number | FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHVIEW MEADOWS COLONIAL COLLECTION, A CONDOMINIUM |
| <p>This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Highview Meadows Colonial Collection, a Condominium is made in the County of St. Croix, State of Wisconsin, on this <u>1st</u> day of <u>November</u>, 2006, by U.S. Home Corporation, a Delaware corporation, dba Lennar (the "Declarant") in accordance with the provisions of the Condominium Ownership Act, Wis. Stat. Ch. 703 (the "Act").</p> | |

Recording Area

Name and Return Address
DRAFTED BY:
Shannon D. Hoagland
Leonard, Street and Deinard
Professional Association (SDH/RJF)
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402
(612) 335-1500

E

Parcel Identification Number (PIN)

RECITALS

A. The Declaration establishing Highview Meadows Colonial Collection, a Condominium (the "Condominium") was recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 812719 on November 22, 2005, and was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 817600 on January 31, 2006, and was further amended on March 9, 2006 by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 820752 on March 15, 2006, and was further amended by that certain Third Amendment to Declaration of Covenants, Conditions and

Restrictions recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 831707 on August 8, 2006 (as amended, the "Declaration").

B. The Third Amendment to Declaration of Covenants, Conditions and Restrictions which was recorded in St. Croix County, Wisconsin as Document No. 831707 on August 8, 2006 had a typographical error on its attached Exhibit A.


NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Legal Description.** Exhibit A to the Third Amendment to the Declaration is hereby amended and replaced in its entirety with Exhibit A attached hereto. All references to Exhibit A in the Third Amendment to Declaration shall mean and refer to Exhibit A attached hereto.

2. **No Other Changes.** Except as expressly changed, modified or altered in this Amendment, the Declaration shall remain in full force and effect as originally executed by Declarant.

IN WITNESS WHEREOF, Declarant has executed this Fourth Amendment to Declaration as of the date first set forth above.

U.S. HOME CORPORATION

By 
Its Div. President

This instrument was acknowledged before me on this 1st day of November, 2006, by Bob Swanick, the Division President of U.S. Home Corporation, a Delaware corporation d/b/a Lennar, on behalf of the corporation.


Notary Public

Drafted by:
Leonard, Street and Deinard (SDH/CLB)
150 South Fifth Street, #2300
Minneapolis, MN 55402



EXHIBIT A
Legal Description

The description of the Property on which the Condominium is located is legally described as:

Lot 47, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof, which has been replatted into Units legally described as:

Units 2449-1 through 2449-12, inclusive, Highview Meadows Colonial Collection, St. Croix County, Wisconsin, according to the recorded Plat thereof.

Lot 48, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof; which has been replatted into Units legally described as:

Units 2469-1 through 2469-12, inclusive, Highview Meadows Colonial Collection, St. Croix County, Wisconsin, according to the recorded Plat thereof.

Lot 49, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof, which has been replatted into Units legally described as:

Units 2489-1 through 2489-6, inclusive, and Units 811, 813, 815, 817, 819, and 821, Highview Meadows Colonial Collection, St. Croix County, Wisconsin, according to the recorded Plat thereof.

The Unit addresses and parcel identification numbers are as follows:

| Unit Number | Unit Address | Parcel Identification Numbers |
|-------------|--------------------|-------------------------------|
| 2449-1 | 2449-A Dawes Place | 276-1113-47-001 |
| 2449-2 | 2449-B Dawes Place | 276-1113-47-002 |
| 2449-3 | 2449-C Dawes Place | 276-1113-47-003 |
| 2449-4 | 2449-D Dawes Place | 276-1113-47-004 |
| 2449-5 | 2449-E Dawes Place | 276-1113-47-005 |
| 2449-6 | 2449-F Dawes Place | 276-1113-47-006 |
| 2449-7 | 2449-G Dawes Place | 276-1113-47-007 |
| 2449-8 | 2449-H Dawes Place | 276-1113-47-008 |
| 2449-9 | 2449-I Dawes Place | 276-1113-47-009 |
| 2449-10 | 2449-J Dawes Place | 276-1113-47-010 |
| 2449-11 | 2449-K Dawes Place | 276-1113-47-011 |
| 2449-12 | 2449-L Dawes Place | 276-1113-47-012 |
| 2469-1 | 2469-A Dawes Place | 276-1113-48-013 |
| 2469-2 | 2469-B Dawes Place | 276-1113-48-014 |
| 2469-3 | 2469-C Dawes Place | 276-1113-48-015 |
| 2469-4 | 2469-D Dawes Place | 276-1113-48-016 |
| 2469-5 | 2469-E Dawes Place | 276-1113-48-017 |
| 2469-6 | 2469-F Dawes Place | 276-1113-48-018 |
| 2469-7 | 2469-G Dawes Place | 276-1113-48-019 |
| 2469-8 | 2469-H Dawes Place | 276-1113-48-020 |
| 2469-9 | 2469-I Dawes Place | 276-1113-48-021 |

| | | |
|---------|--------------------|-----------------|
| 2469-10 | 2469-J Dawes Place | 276-1113-48-022 |
| 2469-11 | 2469-K Dawes Place | 276-1113-48-023 |
| 2469-12 | 2469-L Dawes Place | 276-1113-48-024 |
| 2489-1 | 2489-A Dawes Place | 276-1113-49-025 |
| 2489-2 | 2489-B Dawes Place | 276-1113-49-026 |
| 2489-3 | 2489-C Dawes Place | 276-1113-49-027 |
| 2489-4 | 2489-D Dawes Place | 276-1113-49-028 |
| 2489-5 | 2489-E Dawes Place | 276-1113-49-029 |
| 2489-6 | 2489-F Dawes Place | 276-1113-49-030 |
| 811 | 811 Dailey Place | 276-1113-49-031 |
| 813 | 813 Dailey Place | 276-1113-49-032 |
| 815 | 815 Dailey Place | 276-1113-49-033 |
| 817 | 817 Dailey Place | 276-1113-49-034 |
| 819 | 819 Dailey Place | 276-1113-49-035 |
| 821 | 821 Dailey Place | 276-1113-49-036 |

846399

KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

RECEIVED FOR RECORD

03/14/2007 10:00AM

CONDO DECLARATION
EXEMPT #

REC FEE: 21.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 6

| | |
|--|---|
| Document Number | FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHVIEW MEADOWS COLONIAL COLLECTION, A CONDOMINIUM |
| <p>This Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Highview Meadows Colonial Collection, a Condominium is made in the County of St. Croix, State of Wisconsin, on this <u>9th</u> day of <u>March</u>, 2007, by U.S. Home Corporation, a Delaware corporation, dba Lennar (the "Declarant") in accordance with the provisions of the Condominium Ownership Act, Wis. Stat. Ch. 703 (the "Act").</p> | |
| <p><u>See Attached</u> Parcel Identification Number (PIN)</p> | |

Recording Area

Name and Return Address

DRAFTED BY:
Shannon D. Hoagland
Leonard, Street and Deinard
Professional Association (SDH/JA)
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402
(612) 335-1500

*Return to
Land Title
1900 Silver Lake Rd
Ste 200
New Brighton MN
55112
MR 286279*

RECITALS

A. The Declaration establishing Highview Meadows Colonial Collection, a Condominium (the "Condominium") was recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 812719 on November 22, 2005, and was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 817600 on January 31, 2006, and was further amended on March 9, 2006 by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 820752 on March 15, 2006, and was further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Recorder for St. Croix County, Wisconsin as

Document No. 831707 on August 8, 2006, and was further amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions recorded in the office of the County Recorder for St. Croix County, Wisconsin as Document No. 838669 on November 13, 2006 (as amended, the "Declaration").

B. Pursuant to the Declaration, Declarant reserved the right to add Additional Real Estate to the Condominium. Declarant desires to add certain Additional Real Estate to the Condominium.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Descriptions of Property and Annexation of Additional Real Estate.** Pursuant to Section 16 of the Declaration and Wis. Stat. § 703.26, the Declarant hereby adds to the Property a portion of the Additional Real Estate legally described in Exhibit B of the Declaration as Lot 51 Highview Meadows 1st Addition (the "***Annexed Property***"). Exhibit A to the Declaration is hereby amended and replaced with Exhibit A attached hereto. All references to Exhibit A in the Declaration shall mean and refer to Exhibit A attached hereto. Declarant hereby divides the Annexed Property into 10 Units, each consisting of a Unit and that Unit's undivided interest in the Common Elements. The Annexed Property shall be transferred, held, sold, conveyed and developed always subject to all the easements, covenants, restrictions, conditions and other terms and provisions of the Declaration to the same extent as though the Annexed Property had been designated as "Property" in the Declaration as originally executed.

2. **Description of Additional Real Estate.** Exhibit B to the Declaration shall be amended and replaced with Exhibit B attached hereto. All references to Exhibit B in the Declaration shall mean and refer to Exhibit B attached hereto.

3. **Fractional Allocation.** Each Unit, including the Units on the Annexed Property shall be allocated an equal percentage of undivided interests in the Common Elements, an equal share of the Common Expenses of the Association and an equal portion of the votes in the Association, as set forth in the Declaration and the Bylaws.

4. **No Other Changes.** Except as expressly changed, modified or altered in this Amendment, the Declaration shall remain in full force and effect as originally executed by Declarant.

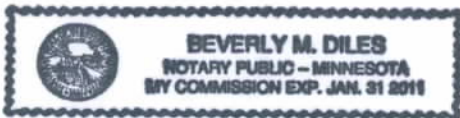
(The rest of this page is intentionally left blank)

IN WITNESS WHEREOF, Declarant has executed this Fifth Amendment to Declaration as of the date first set forth above.

U.S. HOME CORPORATION

By [Signature]
Its Div President

This instrument was acknowledged before me on this 9th day of March, 2007, by Robert Swannick, the Division President of U.S. Home Corporation, a Delaware corporation d/b/a Lennar, on behalf of the corporation.



[Signature]
Notary Public

Drafted by:
Leonard, Street and Deinard (SDH/JA)
150 South Fifth Street, #2300
Minneapolis, MN 55402

EXHIBIT A
Legal Description

The description of the Property on which the Condominium is located is legally described as:

Lot 47, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof, which has been replatted into Units legally described as:

Units 2449-1 through 2449-12, inclusive, Highview Meadows Colonial Collection, St. Croix County, Wisconsin, according to the recorded Plat thereof.

Lot 48, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof; which has been replatted into Units legally described as:

Units 2469-1 through 2469-12, inclusive, Highview Meadows Colonial Collection, St. Croix County, Wisconsin, according to the recorded Plat thereof.

Lot 49, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof, which has been replatted into Units legally described as:

Units 2489-1 through 2489-6, inclusive, and Units 811, 813, 815, 817, 819, and 821, Highview Meadows Colonial Collection, St. Croix County, Wisconsin, according to the recorded Plat thereof.

Lot 51, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof, which has been replatted into Units legally described as:

Units 2442-1 through 2442-10, inclusive, Highview Meadows Colonial Collection, St. Croix, Wisconsin, according to the recorded Plat thereof.

The Unit addresses and parcel identification numbers are as follows:

| Unit Number | Unit Address | Parcel Identification Numbers |
|-------------|--------------------|-------------------------------|
| 2449-1 | 2449-A Dawes Place | 276-1113-47-001 |
| 2449-2 | 2449-B Dawes Place | 276-1113-47-002 |
| 2449-3 | 2449-C Dawes Place | 276-1113-47-003 |
| 2449-4 | 2449-D Dawes Place | 276-1113-47-004 |
| 2449-5 | 2449-E Dawes Place | 276-1113-47-005 |
| 2449-6 | 2449-F Dawes Place | 276-1113-47-006 |
| 2449-7 | 2449-G Dawes Place | 276-1113-47-007 |
| 2449-8 | 2449-H Dawes Place | 276-1113-47-008 |
| 2449-9 | 2449-I Dawes Place | 276-1113-47-009 |
| 2449-10 | 2449-J Dawes Place | 276-1113-47-010 |
| 2449-11 | 2449-K Dawes Place | 276-1113-47-011 |
| 2449-12 | 2449-L Dawes Place | 276-1113-47-012 |
| 2469-1 | 2469-A Dawes Place | 276-1113-48-013 |
| 2469-2 | 2469-B Dawes Place | 276-1113-48-014 |
| 2469-3 | 2469-C Dawes Place | 276-1113-48-015 |
| 2469-4 | 2469-D Dawes Place | 276-1113-48-016 |

| | | |
|---------|--------------------|-----------------|
| 2469-5 | 2469-E Dawes Place | 276-1113-48-017 |
| 2469-6 | 2469-F Dawes Place | 276-1113-48-018 |
| 2469-7 | 2469-G Dawes Place | 276-1113-48-019 |
| 2469-8 | 2469-H Dawes Place | 276-1113-48-020 |
| 2469-9 | 2469-I Dawes Place | 276-1113-48-021 |
| 2469-10 | 2469-J Dawes Place | 276-1113-48-022 |
| 2469-11 | 2469-K Dawes Place | 276-1113-48-023 |
| 2469-12 | 2469-L Dawes Place | 276-1113-48-024 |
| 2489-1 | 2489-A Dawes Place | 276-1113-49-025 |
| 2489-2 | 2489-B Dawes Place | 276-1113-49-026 |
| 2489-3 | 2489-C Dawes Place | 276-1113-49-027 |
| 2489-4 | 2489-D Dawes Place | 276-1113-49-028 |
| 2489-5 | 2489-E Dawes Place | 276-1113-49-029 |
| 2489-6 | 2489-F Dawes Place | 276-1113-49-030 |
| 811 | 811 Dailey Place | 276-1113-49-031 |
| 813 | 813 Dailey Place | 276-1113-49-032 |
| 815 | 815 Dailey Place | 276-1113-49-033 |
| 817 | 817 Dailey Place | 276-1113-49-034 |
| 819 | 819 Dailey Place | 276-1113-49-035 |
| 821 | 821 Dailey Place | 276-1113-49-036 |
| 2442-1 | 2442-A Dawes Place | 276-1113-51-049 |
| 2442-2 | 2442-B Dawes Place | 276-1113-51-050 |
| 2442-3 | 2442-C Dawes Place | 276-1113-51-051 |
| 2442-4 | 2442-D Dawes Place | 276-1113-51-052 |
| 2442-5 | 2442-E Dawes Place | 276-1113-51-053 |
| 2442-6 | 2442-F Dawes Place | 276-1113-51-054 |
| 2442-7 | 2442-G Dawes Place | 276-1113-51-055 |
| 2442-8 | 2442-H Dawes Place | 276-1113-51-056 |
| 2442-9 | 2442-I Dawes Place | 276-1113-51-057 |
| 2442-10 | 2442-J Dawes Place | 276-1113-51-058 |

EXHIBIT B
Additional Real Estate

Lot 50, and Outlots 13-22, Highview Meadows 1st Addition, St. Croix County, Wisconsin, according to the recorded Plat thereof.