

ARTICLES OF INCORPORATION

OF

OAK RIDGE CONDOMINIUM OF HARTLAND, INC.

(A Non-stock, Non-Profit Corporation)

The undersigned, being an adult resident of the State of Wisconsin acting as incorporator under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, adopts the following Articles of Incorporation:

ARTICLE I

Name

The name of the corporation shall be OAK RIDGE CONDOMINIUM OF HARTLAND, INC.

ARTICLE II

Period of Existence

The period of existence of the corporation shall be perpetual.

ARTICLE III

Purposes

The purpose for which this corporation is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of Condominium Declaration for OAK RIDGE CONDOMINIUM OF HARTLAND, INC., as recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (referred to as "Declaration");

(b) To serve as a ~~body~~ through which the unit ~~will~~ ~~may~~ administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and;

(c) To engage in lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the ~~Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes~~ subject to the Condominium Ownership Act and the Declaration.

ARTICLE IV

Members

The corporation shall initially have two classes of voting membership. The designation of the classes, and the respective rights and qualifications of the two classes of membership shall be as set forth in the Declaration and By-Laws of the corporation. The corporation may, as set forth in the By-Laws of the corporation, issue certificates evidencing membership in the corporation.

ARTICLE V

Powers

The corporation shall have all of the powers of a non-stock corporation as presently enumerated in the Wisconsin Non-Stock Corporation Laws, Chapter 181 of the Wisconsin Statutes and all powers of an association, absolute and conditional, as presently enumerated in the Condominium Ownership Act, Chapter 703 of Wisconsin Statutes and as these statutes may be later amended.

ARTICLE VI

Principal Office and Registered Agent

The location of the initial principal office of the corporation shall be 2023 Evergreen Lane, Hartland, WI 53029, and the initial registered agent at such address shall be Carol B. Hollenbeck.

ARTICLE VII

Directors

The number of directors of the corporation shall be as fixed in the By-Laws, but in no event shall there be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the By-Laws.

The names and addresses of the directors constituting the first Board of Directors are:

Carol B. Hollenbeck
2023 Evergreen Lane
Hartland, WI 53029

Lee R. Hollenbeck
2023 Evergreen Lane
Hartland, WI 53029

Daniel F. Hollenbeck
2023 Evergreen Lane
Hartland, WI 53029

ARTICLE VIII

Incorporator

The name and address of the incorporator of this corporation is:

Carol B. Hollenbeck
2023 Evergreen Lane
Hartland, WI 53029

ARTICLE IX

Stock, Dividends, Dissolution

The corporation shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the assets or surplus of the corporation shall be distributed to its members, directors or officers, except upon dissolution of the corporation. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purpose.

In the event of dissolution of the corporation, all of its assets, after payment of liabilities, shall be distributed to the members of the corporation in accordance with their undivided percentage interest in the common areas of the condominium.

ARTICLE X

Amendment

These Articles may be amended in the manner authorized by law at the time of amendment.

Executed in duplicate this 7 day of March, 1991.

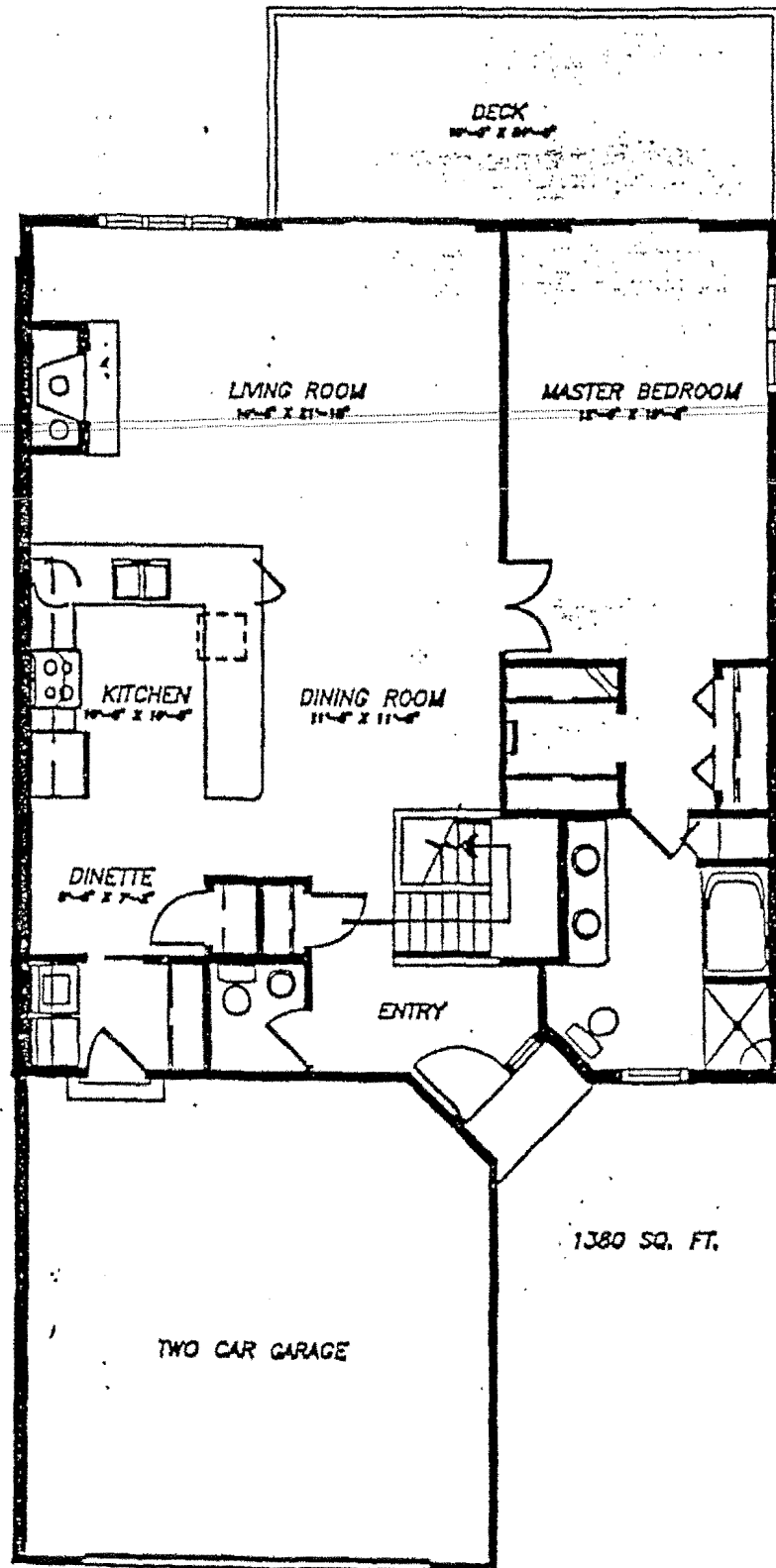
Carol B. Hollenbeck
CAROL B. HOLLENBECK

Personally came before me this 7 day of March, 1991, the above-named Carol B. Hollenbeck to me known to be the person who executed the foregoing instrument and acknowledged the same.

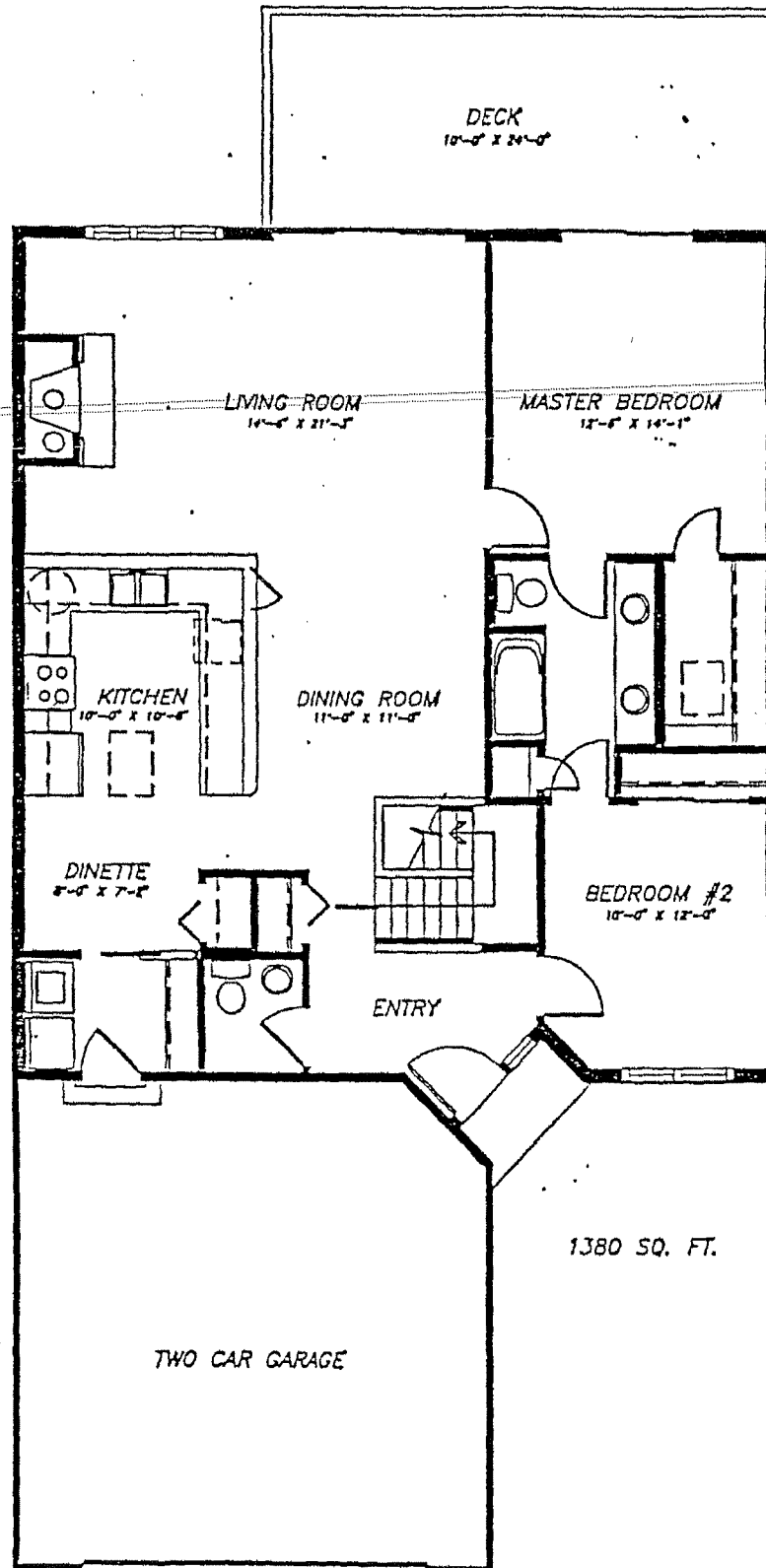
61

MAIN LEVEL

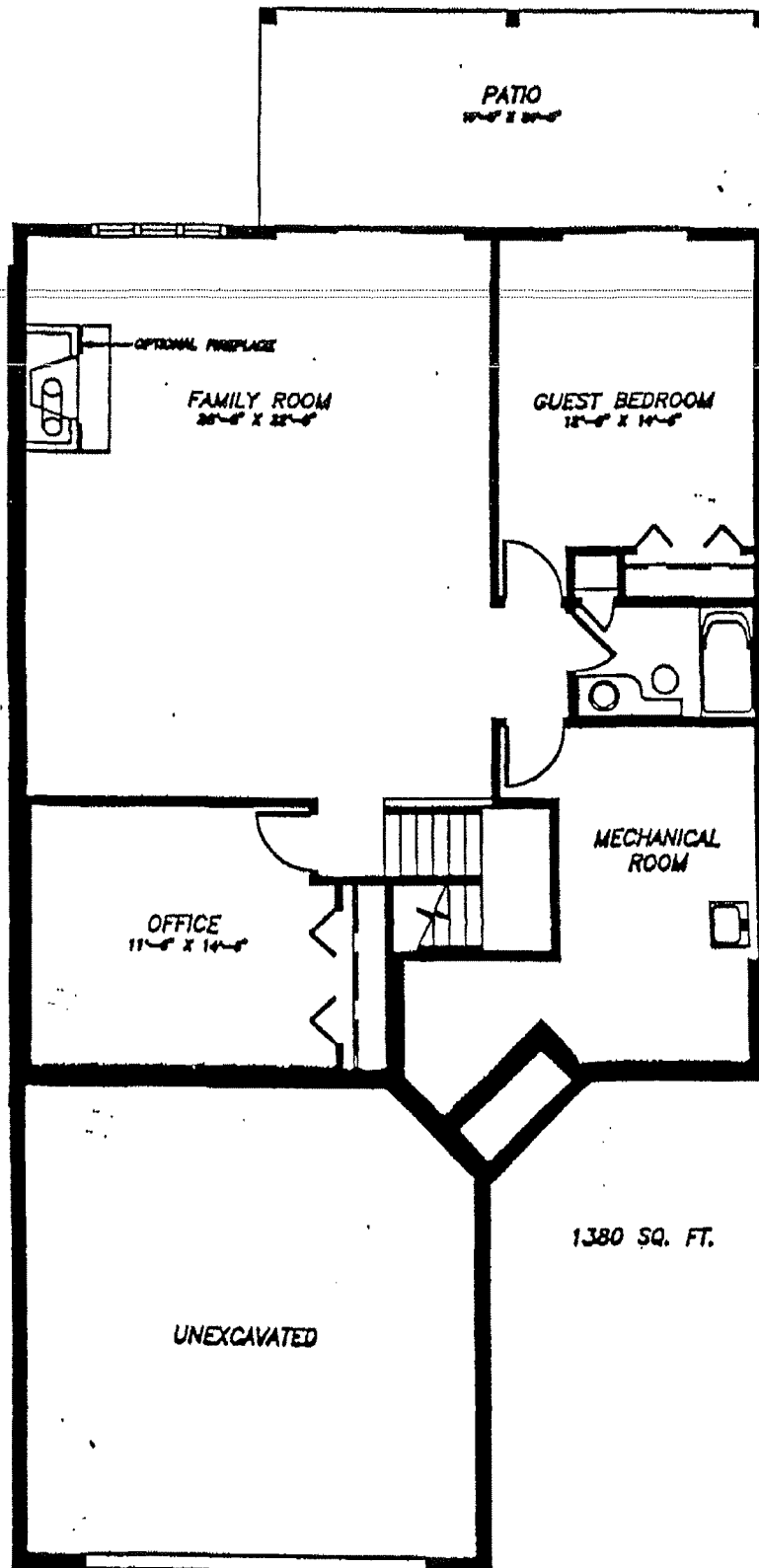
(One Bedroom Plan)

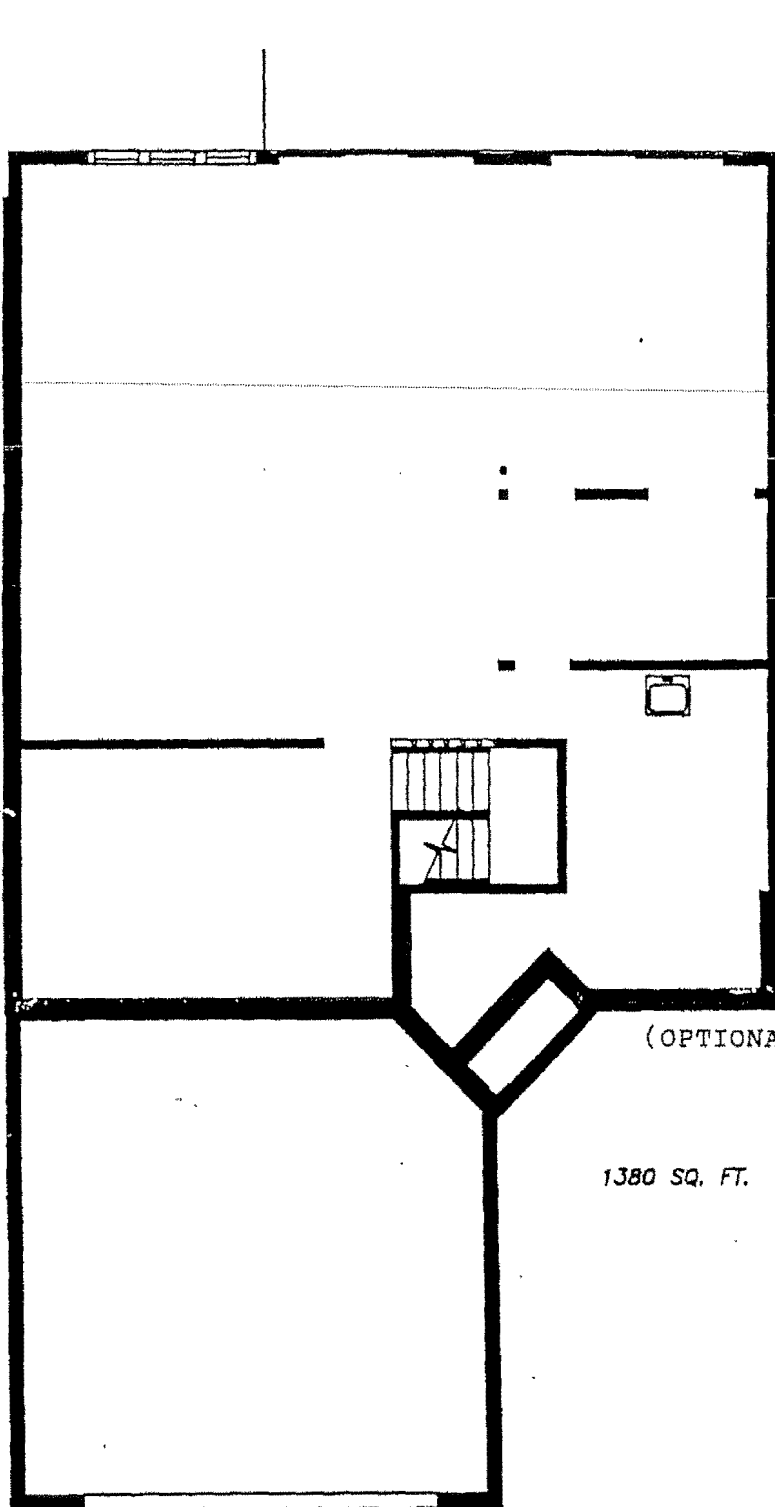


MAIN LEVEL
(TWO BEDROOM PLAN)



LOWER LEVEL





(OPTIONAL LOWER LEVEL)

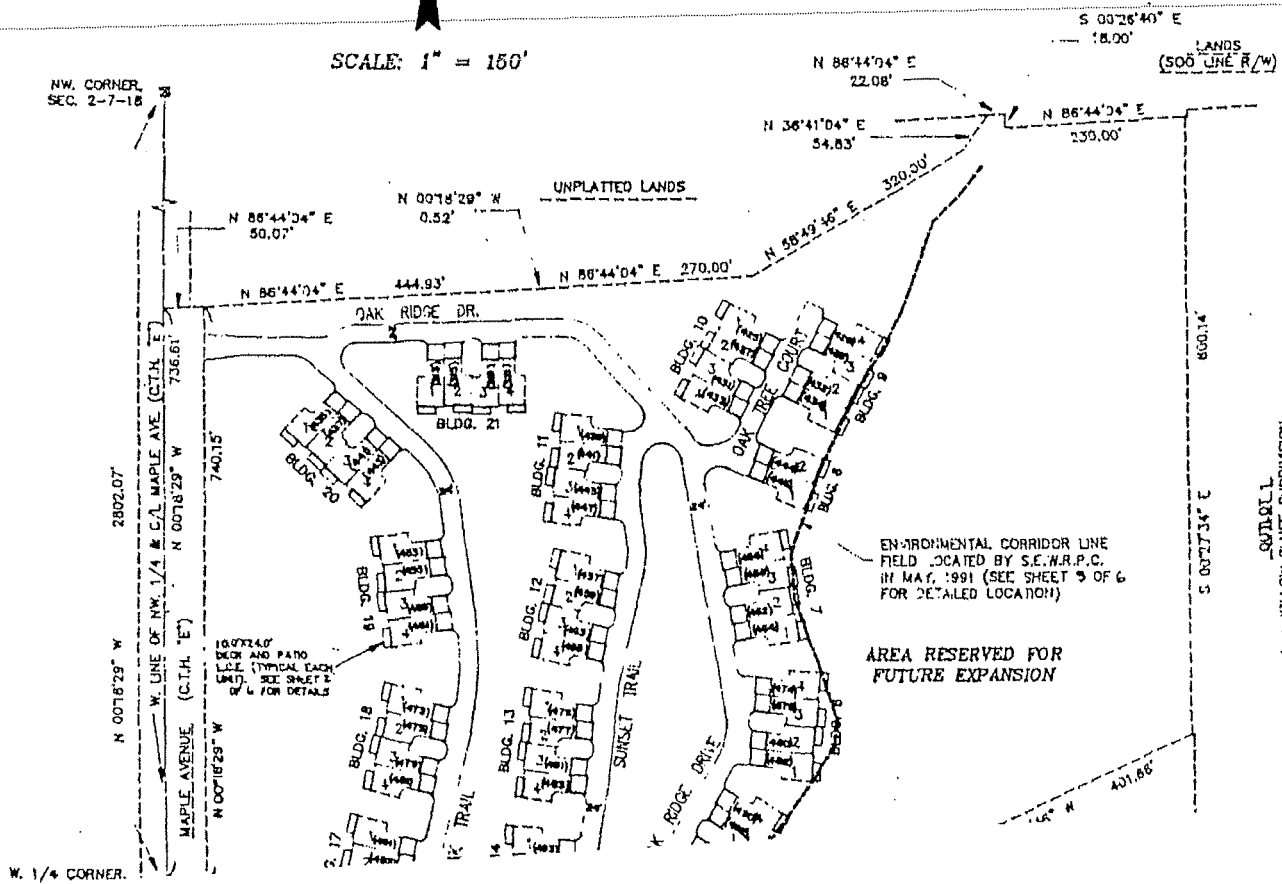
1380 SQ. FT.

OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. , DOCUMENT NO.
LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI



SCALE: 1" = 150'



1806135

REGISTERED
 OFFICES
 1000 10th St NW
 Washington, DC 20004

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DECLARATION

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DECLARATION OF CONDOMINIUM
OF
OAK RIDGE CONDOMINIUM
OF HARTLAND

This Declaration is made according to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes ("the Act") this 11 day of DECEMBER, 1992, by Oak Tree Ridge, Inc., a Wisconsin corporation, ("Declarant").

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands described in attached Exhibit A and the improvements constructed on those lands to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant represents that it is the sole owner of the real property described in Exhibit A together with all buildings and improvements on the real property ("the property"). The property shall be held, sold, conveyed, encumbered, mortgaged, leased, occupied, used, improved and in any and all other respects subject to the provisions, conditions, covenants, restrictions and easements of this Declaration, the Act. All provisions of this Declaration shall be deemed to run with the land and shall be binding upon the Declarant, its successors and assigns, and to all parties having an interest of any kind in the property, their heirs, successors and assigns. All provisions of this Declaration shall inure to the benefit of the Declarant and those parties having an interest in the property.

2. DEFINITIONS.

In this Declaration, unless the context otherwise requires:

(a) "Association" means Oak Ridge Condominium of Hartland, Inc., a non-stock, non-profit corporation organized and existing pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns, which is the means through which the condominium unit owners acting as a group shall administer, manage, operate, and control the property.

(b) "Unit" means a part of the condominium intended for any type of individual, private or independent use, including one or more cubicles of air or one or more rooms or enclosed spaces located in the building having outer boundaries as follows:

The vertical boundaries of each unit shall be the interior surfaces of the perimeter walls of the unit and the plane of the outside faces of doors and windows bounding a unit extended in each case to an intersection with the horizontal boundaries. The horizontal boundaries shall be the plane of the under-surface of the basement or lower level floor and the plane of the under-surface of the ceiling. All windows, window frames, doors, including all glass and locks in windows and doors shall be a part of the unit. Each two-car garage immediately adjacent and appurtenant to each unit shall be a part of the unit.

In the event a unit owner shall, with the approval of the Association's board of directors, add to his unit a structure (such as a porch, fireplace, etc.) which extends beyond the above-mentioned outer boundaries, such structure shall be included within the definition of "unit". The perimeter boundaries and building plans are shown on the Condominium Plat (Exhibit B of the Declaration of Condominium). The standard floor plans are also attached as Exhibit C of the Declaration of Condominium. A unit shall include all fixtures and improvements including, but not limited to, heating and air-conditioning units, and water heaters contained in the unit.

(c) "Unit Owner" means a person, combination of persons, a partnership, a corporation, a trustee or any other legal entity who holds legal title to a condominium unit which is part of the property or who has equitable ownership of a condominium unit as a land contract vendee, but the definition excludes those having an interest or lien in a condominium unit as security for the performance of an obligation.

(d) "Common Elements" means all of the condominium except its units.

(e) "Limited Common Elements" means those common elements identified in this Declaration or the Condominium Plat as reserved for the exclusive use of one or more but less than all of the unit owners.

(f) "Declarant" means Oak Tree Ridge, Inc.

(g) "Property" means the real estate together with all buildings and improvements described in Exhibit A.

(h) "Mortgagee" means the holder of any recorded mortgage encumbering one or more units or a land contract vendor.

(i) "Common Expenses and Common Surpluses" means the expenses and surpluses of the Association.

(j) "Majority" or "Majority of the Unit Owners" means the unit owners with more than fifty percent (50%) of the votes assigned to the units in this Declaration.

(k) "Person" means an individual, corporation, partnership association, trust or other legal entity.

3. NAME AND ADDRESS OF CONDOMINIUM.

The property and all buildings and improvements now and/or hereafter located on the property which shall be known as Oak Ridge Condominium of Hartland. The addresses for Oak Ridge Condominium are 510-532 Oak Ridge Drive and 303-331 Parkview Court, Hartland, Wisconsin 53029.

4. DESCRIPTION AND LOCATION OF BUILDINGS AND UNITS.

Oak Ridge Condominium ("Condominium") will consist of five (5) buildings on the real estate described in Exhibit A containing a total of twenty (20) units. There are two designs for the main level of the units. One design features a one bedroom plan. The other design features a two bedroom plan. In addition, there is an option to complete the lower level with a separate family room, guest bedroom, office and mechanical room. Two variations are included in Exhibit C, Floor Plans. They are frame construction with horizontal stained wood siding and trim, asphalt shingle roofing, and prefinished metal gutters and downspouts. Each unit has an attached two car garage. The buildings, units, floor plans, common elements, limited common elements are more fully described in this Declaration and the Condominium Plat attached as Exhibit B and the Floor Plans for the individual units attached as Exhibit C to this Declaration. The construction details and locations of the various buildings and units may vary from the Condominium Plat and Floor Plans. Declarant specifically reserves the right to change the construction details and locations of the various buildings and units. Complete construction details of the buildings and units are available for inspection at the office of the Declarant.

5. IDENTIFICATION AND MODIFICATION OF UNITS.

5.1 Identification. Each unit is identified by its own street address. Exhibit D (attached to this Declaration) sets forth the address of each unit.

5.2 Modification. A unit owner may make any improvements or alterations within the unit that do not impair the structural integrity or lessen the support of any portion of the condominium. Upon completion of the unit, a unit owner may not change the exterior appearance of a unit or any other portion of the condominium without the prior written approval of the Association's board of directors, who may give approval upon such terms and conditions as it deems appropriate. A copy of the plans for all such work prepared by an engineer licensed to practice in Wisconsin shall be filed with the Association prior to the start of work. No modification of a unit shall permit more than three bedrooms in a unit.

6. COMMON ELEMENTS.

6.1 Description. The common elements shall consist of all the condominium and all improvements and appurtenances, except the units and the fixtures and equipment located in the units, and shall include, without limitation, the land on which the buildings are located, building exteriors, utility services, public utility lines, water and sewer laterals, outside walls, and the walks, driveways, private roadways, outdoor parking areas, landscaping, and recreation area which will be available for the use of the unit owners, unit lessees, their respective families and guests.

6.2 Maintenance. The maintenance and operation of the common elements and associated expense shall be the responsibility of the Association.

6.3 Alterations, Improvements and Additions. After the completion of the improvements included in the common elements which are contemplated by this Declaration,

there shall be no alterations, further improvements or additions to the common elements without the prior written approval by the record unit owners of all the units. Any alteration, addition or improvement of the common elements which does not interfere with the rights of any unit owners, however, shall be permitted if: (a) more than 50% of the record unit owners approve in writing; (b) the unit owners who do not approve are relieved from the cost of such improvement, alteration or addition; (c) there shall be no change in the shares and rights of a unit owner in the common elements which are altered, improved or added to, whether or not the unit owner contributes to the cost; and (d) the share of any cost shall be assessed equally to those unit owners approving the alternatives, additions or improvements.

6.4 Use. The manner of use of the common elements shall be governed by the By-Laws of the Association and the Rules and Regulations as the Association may establish.

7. LIMITED COMMON ELEMENTS.

7.1 Description. A portion of the common elements are designated as limited common elements (LCE) on Exhibit B attached to this declaration. These limited common elements shall be reserved for the exclusive use of the owner or occupant of the unit to which they are contiguous or assigned.

7.2 Use. The manner of use of the limited common elements shall be governed by the By-Laws of the Association and the Rules and Regulations established by the Association, and no unit owner shall alter, remove, repair, maintain, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to the By-Laws or Rules and regulations. No major or structural changes shall be made by any unit owner to any of the limited common elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate. A copy of the plans for all such work prepared by an engineer licensed to practice in Wisconsin shall be filed with the Association prior to the start of the work.

8. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each unit owner shall own an undivided interest in the common elements and limited common elements as a tenant in common with all other unit owners and, except as otherwise limited in the Declaration, shall have the right to use and occupy the common elements for all purposes incident to the use and occupancy of the unit as a place of residence and in accordance with the provisions of Section 6 and 7, which rights shall be appurtenant to and run with the units.

The percentage of such undivided ownership interest in the common elements and limited common elements pertaining to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be one-twentieth (1/20).

9. PURPOSE OF PROPERTY.

All buildings, units, common elements and limited common elements are intended for and restricted exclusively to residential housing, parking and recreational facilities for unit owners, their respective families, lessees and/or guests as governed by the terms and conditions contained in

this Declaration, the By-Laws and Rules and Regulations of the Association, the Planned Unit Development Agreement (Exhibit F) and the laws, ordinances and regulations of the Village of Hartland, Waukesha County, State of Wisconsin.

10. RESERVATIONS AND EASEMENTS OF DECLARANT.

Declarant and Declarant's duly authorized agents, representatives and employees shall have the right to maintain model units and a sales office on the property and to use the model units and sales office during the period that any of the proposed units remain unconstructed and/or unsold. It is intended that this model unit shall ultimately be sold to a unit owner. Declarant shall have the right to use signs, flags, or other types of devices to promote the construction and sale of the units. Declarant and persons it may select, shall have the right of ingress and egress in, over and across the common elements and the limited common elements and the right to store materials and make such other use of them as may be reasonably necessary incident to construction, development, sales and operation of the condominium, units, common elements and limited common elements.

11. ASSOCIATION OF UNIT OWNERS.

11.1 Powers of Association. The Association shall be incorporated and shall have all of the powers of a non-stock corporation as presently enumerated in the Wisconsin Non-Stock Corporation Law, Chapter 181 of Wisconsin Statutes and all of the powers of an association, absolute and conditional, as presently enumerated in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and as those statutes may be amended from time to time. The Board of Directors of the Association is authorized to establish, and amend from time to time, Rules and Regulations for the use of the building, units, common elements, and the limited common elements in furtherance of the purposes of the condominium and prescribe fines, penalties and/or special assessments for any violation of those Rules and Regulations; provided, however, that all such Rules and Regulations and subsequent amendments shall be approved by not less than two-thirds (2/3) of the votes of the Association before they shall become effective. The Association shall furnish such Rules and Regulations in writing to the unit owners.

11.2 Membership, Duties and Obligations. All unit owners shall be entitled and required to be members of the Association which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and the limited common elements. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration, the By-Laws, the Rules and Regulations of the Association and the laws, ordinances and regulations of the Village of Hartland, Waukesha County, State of Wisconsin.

11.3 Voting Rights. The Association shall have two classes of voting membership as follows:

(a) **Class A:** The Class A members shall be all unit owners, with the initial exception of the Declarant. One (1) vote shall be allowed for each unit regardless of the number of unit owners. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held; however, the unit owners shall designate one (1) person

to cast the vote appurtenant to that unit. Voting rights may not be split, and shared membership interests must be voted according to that designation.

(b) Class B: The Class B member shall be the Declarant. It shall be entitled to one (1) vote for each unit (up to twenty (20) votes) owned or to be built by the Declarant. In the event Declarant exercises its rights to expand the condominium, then Declarant shall also be entitled to one (1) membership vote for each Unit owned or to be built by Declarant in the expansion phases of the condominium. The respective rights and qualifications of the two classes of members shall be as set forth in the By-Laws of the Association.

11.4 Rights of Declarant. Notwithstanding any other provisions contained in this Declaration, the Declarant, its successors and assigns shall have the right at its option to appoint and remove the officers of the Association and to exercise the powers and responsibilities otherwise assigned by this Declaration or the Act to the Association or its officers, until the earlier of thirty days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers or ten (10) years from the date the first unit is conveyed by the Declarant to anyone other than Declarant. All present and future owners, mortgagees, lessees, and occupants of units in the condominium shall be deemed, by acceptance of any deed to or mortgage on any unit or by entering into a land contract or lease affecting a unit or by the act of occupancy of a unit, to agree, approve and consent to the right of the Declarant to so control the Association of unit owners.

11.5 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for such services as may be required for the units, the building, the common elements and/or the limited common elements. Any agreement for professional management shall not exceed three (3) years and must provide for termination without cause and without payment of a termination fee upon ninety (90) days written notice.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each unit owner shall be responsible for keeping the interior of the unit and all of its equipment, fixtures and appurtenances including, but not limited to, pipes, ducts, electrical wiring and conduits, plumbing, heating and air-conditioner units (including any portions located in a limited common element) in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance and repair.

12.2 Common Elements and Limited Common Elements. The Association shall be responsible for the management and control of the common elements and the limited common elements and shall cause them to be maintained, repaired and kept in good, clean, attractive, and sanitary condition, order and repair.

13. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his/her unit and all walls, ceilings, floors and doors within the boundaries of his/her

unit, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls, except as otherwise provided in this Declaration with reference to relocation of boundaries.

14. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total destruction of a unit or units, building or buildings, common elements or limited common elements, they shall be repaired and rebuilt as soon as practicable and substantially with the same design, plan and specifications as originally built. In the event the condominium is damaged or destroyed to an extent more than available insurance proceeds, the condominium shall be subject to an action for partition upon the written consent of the unit owners having seventy-five percent (75%) or more of the votes in the Association. In the event of partition, the net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interests in the common elements, and shall be distributed in accordance with the priority of interests in each unit.

On reconstruction, the design, plan and specifications of any building, unit, common element or limited common element 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 be decreased by more than ten percent (10%) from the number of square feet for that unit or building as originally constructed and the number of square feet of any unit may not be increased from the number of square feet of the unit as originally constructed. The location of the buildings shall be substantially the same as prior to any damage or destruction and shall not violate any ordinances relating to condominiums and/or multi-family housing. The proceeds of any insurance provided by the Association and collected for any damage or destruction shall be available to the association for the purpose of repair or reconstruction. In the event the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, all costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, except as otherwise provided in this Declaration.

15. INSURANCE.

The Board of Directors of the Association shall provide and maintain liability, fire, multi-peril, broad form extended coverage insurance on the Condominium in an amount equal to the replacement value of the Condominium from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant. The insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interests appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents, and guests, and that the insurance cannot be canceled, invalidated or suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents, and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Board of Directors to conform to the requirements of replacement value.

In the event of partial or total destruction of a building or buildings, unit or units, common elements or limited common elements, in accordance with Section 15 of this Declaration, the proceeds of the insurance shall be paid to the association to be held for the benefit of the unit owners and their mortgagees and to be applied to the costs of repair or reconstruction as provided in this Declaration.

If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combinations of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which the unit owner directs the Board of Directors to include in those policies for the unit owner's additional protection. Copies of all policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at the unit owner's expense, to provide any additional insurance coverage on the unit owner's improvements.

The board of directors shall provide casualty and public liability insurance covering the common elements and the limited common elements in such amounts as may be determined at the discretion of the board of directors from time to time. The board of directors may also provide worker's compensation insurance and fidelity bonds on the officers and employees in such amounts as it determines to be necessary from time to time.

16. COMMON EXPENSES AND ASSESSMENTS.

16.1 General Annual Assessment. All units shall be subject to a general annual assessment determined and levied by the board of directors of the Association for the purpose of defraying the costs and expenses of the Association and performing its stated purposes and function. The board of directors shall prepare an annual budget according to the By-Laws and shall determine a general annual assessment based on the budget which shall be sufficient to meet the estimated costs and expenses of the Association for the next year. The general annual assessment shall be allocated and prorated to the unit owners in proportion to their percentage interests in the common elements and shall be paid monthly to the Association on or before the first day of each month. A unit owner shall be liable for all assessments or installments which come due while owning a unit. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

16.2 Special Assessments. Each unit shall be subject to special assessment by the board of directors of the Association to cover all or any part of any extraordinary expenses incurred by the Association, but not included in the annual budget. Any special assessment shall be allocated and prorated to the unit owners in proportion to their percentage interests in the common elements. Special assessments shall be due and payable sixty (60) days after the affirmative vote by the board of directors or the Association declaring the special assessments.

16.3 Interest; Application of Payments. All charges, fines, assessments and special assessments levied by the Association which are not paid when due shall bear interest from the due date at the rate of twelve percent (12%) per annum until paid in full. All payments upon account shall be applied to interest and then to the charge, fine, assessment or special assessment.

16.4 Lien for Assessments. All assessments until paid together with interest on them and actual costs of collection, including but not limited to attorney's fees and disbursements, constitute a lien on the units on which they are assessed, if a Statement of Lien is filed within two (2) years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two (2) year period it is filed. A Statement of Condominium Lien shall be filed in the Land Records of the Clerk of Circuit Court for Waukesha County stating the description of the unit, the name of the record owner, the amount due and the period for which the assessment was due. The Statement of Condominium Lien shall be signed and verified by an officer or agent of the Association as specified in the By-Laws.

16.5 Priority of Lien. The lien for assessments shall be prior to all other liens except:

- (a) Liens for general and special taxes.
- (b) All sums unpaid on a first mortgage recorded prior to the making of the assessment.
- (c) Mechanic's Liens filed prior to the making of the assessment.
- (d) All sums unpaid on any mortgage loan made under Sec. 45.80, Wis. Stats.

16.6 Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure for mortgages on real property in Wisconsin. The Association may recover costs and actual attorney's fees. The Association may bid on the unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the unit. A suit to recover a money judgment for unpaid charges, fines, assessments, or special assessments may be maintained without foreclosing or waiving the lien securing the unpaid charge, fine, assessment, or special assessment. A suit for any deficiency following foreclosure may be maintained in the same proceeding. No action may be brought to foreclose a lien unless brought within three (3) years following the recording of the Statement of Condominium Lien. No action may be brought to foreclose a lien except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested to the address of the unit owner shown on the books of the Association.

16.7 Acceleration. If a unit owner is in default in the payment of any charges, fines, assessments or special assessments for a period of more than thirty (30) days, the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to the delinquent unit owner for purposes of collection and/or enforcement of the lien against the unit.

16.8 Collection and Enforcement. The Association shall have the exclusive and sole right and power to collect or enforce the collection of charges, fines, annual assessments and special assessments, and to bring any and all actions and proceedings for the collection thereof and for the foreclosure of the liens therefor. The Association, acting through the board of directors, and as representative of all members, may bring an action at law against any unit owner for payment of unpaid assessments and/or may foreclose a lien against any unit. Upon the

commencement or during the pendency of any action to foreclose the lien or enforce any other remedies of the Association for collection, the Association shall be entitled to the appointment of a receiver of the unit (including homestead interests) without bond, with the power to take possession of the unit and collect the rents, issues and profits of the unit and exercise such other powers as the Court may grant until confirmation of the sale, and may order the rents, issues and profits when so collected to be held and applied as the Court may direct.

16.9 Initial Working Capital. Each purchaser of a unit from the Declarant shall pay to the Association two months installments of the general annual assessment at the time of conveyance by Declarant. This payment shall not be an advance payment of the general annual assessment, but rather an additional assessment for initial working capital.

17. PARTITION OF COMMON ELEMENTS PROHIBITED.

Except as otherwise provided in this Declaration, there shall be no partition of the common elements and limited common elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from the terms of the applicable statutes regarding unit ownership or Condominium ownership. If any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained in this Declaration shall be deemed to prohibit a voluntary or judicial partition of that single unit as between such co-owners.

18. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the common elements and limited common elements shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage or other instrument affecting title to such unit ownership without including therein both the interest in the unit and the corresponding percentage of ownership in the common elements and limited common elements. It is the intention of this paragraph to prevent any severance of the combined ownership. Any such deed, mortgage or other instrument purporting to affect the one without including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 Utilities. Easements are declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes and other purposes necessary for the proper operation of the condominium, including, but not limited to, the right to install, lay, maintain, repair and replace roads, roadways, driveways, parking areas, walkways, water mains and pipes, water pressure tanks, sump pumps, sewer lines, gas lines, pipes, mains and meters, telephone wires and equipment, cable television systems, electrical conduits, wires, meters and equipment, including power transformers, over, under, along and on any part of the units, buildings, common elements and limited common elements to service the condominium.

19.2 Roadways, Driveways and Walkways. To the extent that the Condominium Plat and floor plans attached as Exhibits B and C show the common use of roadways, driveways and walkways for the purposes of access, ingress and egress, valid easements are hereby established and shall exist for the mutual benefit of all unit owners and the Declarant for such uses.

19.3 Repair Easement. An irrevocable right and easement is granted by this Declaration and declared for the benefit of the Association to enter units and to make repairs to common elements when repairs appear reasonably necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest danger to public safety or property, the Association shall make reasonable effort to give notice to the unit owner of the need for entry for the purpose of any repairs.

19.4 Encroachments. If any portion of any common element or limited common element encroaches on any common element or limited common element, as a result of settling, shifting, duly authorized construction, reconstruction or repair of a building or unit, a valid easement for the encroachment and for the maintenance of it shall exist so long as the building or unit stands; provided, however, that in no event shall a valid easement for encroachment be created in favor of a unit owner or owners if that encroachment occurred due to the willful conduct of the unit owner or owners.

19.5 Binding Effect. All easements and rights described in this Declaration are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described in this Declaration are granted and reserved to, and shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and on all unit owners, purchasers, mortgagees, lessees and occupants and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this section and Declaration.

20. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the By-Laws or the Rules and Regulations, or to exercise any right or option, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver by the Association of any provision of this Declaration shall be deemed to have been made unless expressed in writing and signed by the Association.

21. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents and thus protect the value of the units, the transfer of units by any other owner other than the Declarant shall be subject to the following provisions:

A. Transfers Subject to Approval. The following transfers are subject to approval of the Association as herein provided:

1. Lease. No unit owner may lease a unit except in accordance with the Rules and Regulations adopted by the board of directors of the Association from time to time. All leases must be in writing and must be approved by the board of directors in writing.

B. Approval by Association. The approval of the Association which is required for all leases of units shall be obtained in the following manner:

1. Notice to Association. Any unit owner intending to make a bona fide lease of his/her unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

2. Failure to Give Notice. If the required notice to the Association is not given, then at any time after receiving knowledge of a lease, the Association at its election and without notice may approve or disapprove the lease.

3. Certificate of Approval. Within thirty (30) days after receipt of such notice and information as required, the Association must either approve or disapprove the lease. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to Lessee.

C. Disapproval by Association. If the Association shall disapprove a lease, then the unit owner shall be advised of the disapproval in writing and the lease shall not be made.

D. Exception. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a lease by an institutional mortgagee which acquires title by deed from the mortgagor or his/her successor or through foreclosure proceedings.

E. Unauthorized Transactions. Any lease or other transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

F. Notice of Lien or Suit.

1. Notice of Lien. A unit owner shall give notice to the Association of every lien upon the owner's unit, other than for permitted mortgages, taxes and special assessments, within five (5) days of the attaching of the lien.

2. Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceedings which may affect title to the unit. Such notices shall be given within five (5) days after unit owner receives such knowledge.

3. Failure to comply with this subsection concerning liens or suits will not affect the validity of any judicial sale.

22. EXPANSION OF CONDOMINIUM.

22.1 Right to Expand. Declarant reserves for itself, its successors and assigns, the right to expand the condominium, without the consent or approval of any unit owner, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording this Declaration, by subjecting all or any portion of the real estate described in attached

Exhibit E ("Expansion Real Estate") to this Declaration and by constructing thereon, either before or after such expansion, no more than an additional sixty-two (62) units. The units shall be located within the general areas indicated on Exhibit B. All improvements made on the Expansion Real Estate shall be of the same quality construction as the original units constructed under this Declaration. Declarant shall be under no obligation to and makes no representation that they will expand or construct any part or all of the condominium buildings or units. The units, common elements and limited common elements on the Expansion Real Estate and their owners shall be subject to, and entitled to the benefits of, the provisions of this Declaration.

22.2 Effect of Expansion. Upon each expansion:

a. The percentage of undivided interest in the common elements appertaining to each unit shall be adjusted as follows:

(i) Each unit's percentage of undivided interest in the common elements shall be the number one (1) divided by the total number of units then subject to this Declaration.

(ii) Each unit shall be entitled to the limited common elements as are specified in the documents required for expansion.

b. The common expenses and assessments of the condominium shall be shared among the owners of all units according to the percentage of their undivided interest in the common elements, in accordance with Section 16 of this Declaration as adjusted in the manner set forth above.

c. Each owner of a unit shall be a member of the Association and shall have voting rights as set forth in Section 11.3 of this Declaration.

22.3 Method of Expansion. The right of expansion shall be exercised by recording in the office of the Register of Deeds for Waukesha County, Wisconsin, an amendment to this Declaration and an amendment to each of the relevant Exhibits attached to this Declaration which shall show the location of the buildings, units, other improvements and common elements of that portion of the Expansion Real Estate.

22.4 Construction Easement. Declarant reserves an easement across the condominium (and any Expansion Real Estate that is added to the condominium) for the purpose of constructing any expansion buildings, units, other improvements or common elements on the Expansion Real Estate. This easement shall expire at the time of expiration of Declarant's rights to expand under this Section 22.

23. AMENDMENTS TO DECLARATION.

This Declaration may be amended with the written consent of sixty-seven percent (67%) of the unit owners and mortgagees. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, Wisconsin.

24. NOTICES.

Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process in this Declaration. All Owners shall provide the Association with an address for the mailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with it.

25. SERVICE OF PROCESS.

The person to receive service of process shall be the registered agent for the Association. Any changes of the registered agent shall be filed with the Secretary of State of Wisconsin. The initial registered agent is Carol B. Hollenbeck, 3805 Nagawicka Shores Drive, Hartland, Wisconsin 53029.

26. NUMBER AND GENDER.

Whenever used in this Declaration, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

27. CAPTIONS.

The captions and section headings in this Declaration are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions of this Declaration.

28. SEVERABILITY.

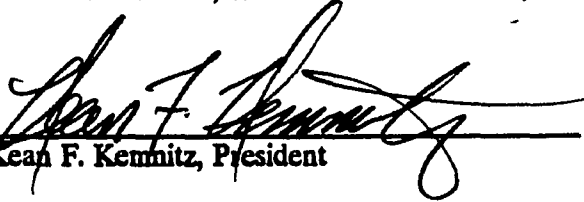
The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion shall not affect the validity or enforceability of the remaining portion of that provision or of any other provision.

29. GOVERNING LAW.

This Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and the Rules and Regulations shall be governed by and construed under the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Oak Tree Ridge, Inc., Declarant, executed this Declaration at Oconomowoc, Wisconsin, on the ___ day of December, 1992.

OAK TREE RIDGE, INC.

By: 
Kean F. Kemnitz, President

By: 
Carol B. Hollenbeck, Secretary

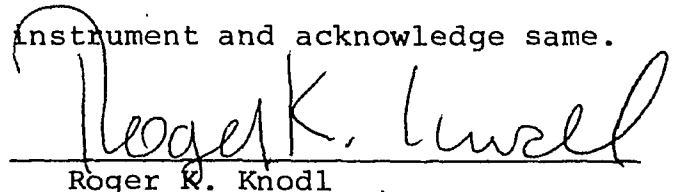
ACKNOWLEDGEMENT

STATE OF WISCONSIN

MILWAUKEE COUNTY

SS

Personally came before me this 11 day of December, 1992, the above named Kean F. Kemnitz and Carol B. Hollenbeck, to me known to be the persons who executed the foregoing instrument and acknowledge same.


Roger K. Knodl

Notary Public, Milwaukee Co., Wis.

Expires 6-4-95



Being a part of the NW 1/4 and the SW 1/4 of Section 2, T7N, R12E, Village of Hartland, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the SW corner of the NW 1/4 of said Section 2; thence S.00°-22'-04"E., along the West line of said SW 1/4, 270.70 feet to a point; thence N.89°-37'-56"E., 50.00 feet to a point lying on the easterly right-of-way line of Maple Avenue (C.T.H. "E") and the point of beginning of the hereinafter described lands; thence N.89°-37'-56"E., 220.89 feet to a point; thence N.27°-43'-43"E., 155.52 feet to a point; thence East, 164.91 feet to a point; thence N.33°-33'-48"E., 195.03 feet to a point; thence S.63°-30'-46"E., 283.19 feet to a point; thence S.37°-31'-23"W., 250.19 feet to a point; thence S.03°-15'-33"W., 217.02 feet to a point; thence S.31°-33'-51"W., 210.34 feet to a point; thence West, 27.50 feet to a point; thence N.28°-10'-00"W., 110.03 feet to a point; thence N.64°-29'-15"W., 95.04 feet to a point; thence N.83°-42'-15"W., 138.32 feet to a point; thence S.36°-03'-20"W., 165.30 feet to a point; thence West, 49.00 feet to a point; thence N.50°-57'-30"W., 112.51 feet to a point lying on the easterly right-of-way line of said Maple Avenue (C.T.H. "E"); thence N.09°-22'-04"W., along said easterly right-of-way line, 337.79 feet to the place of beginning. Said lands containing 320,376 square feet (7.35 acres).

Being a part of CERTIFIED SURVEY MAP 6932, recorded in the Waukesha County Register of Deeds Office at Volume 58 of Certified Survey Maps, Page 132, as Document No. 1793454.

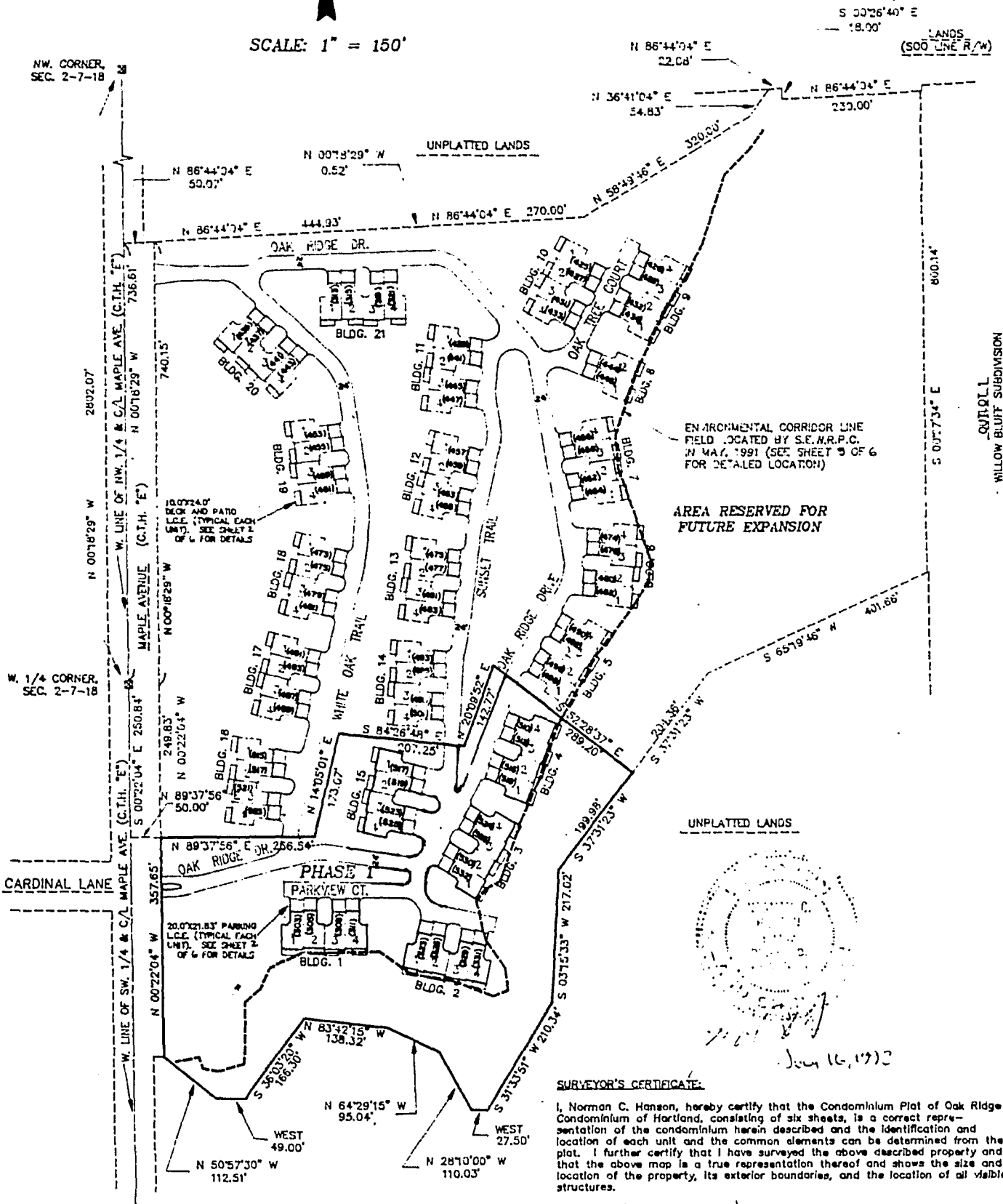
OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6932 DOCUMENT NO. 1793454
LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI

EXHIBIT B



SCALE: 1" = 150'



SURVEYOR'S CERTIFICATE:
I, Norman C. Hanson, hereby certify that the Condominium Plot of Oak Ridge Condominium of Hartland, consisting of six sheets, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from the plot. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible structures.

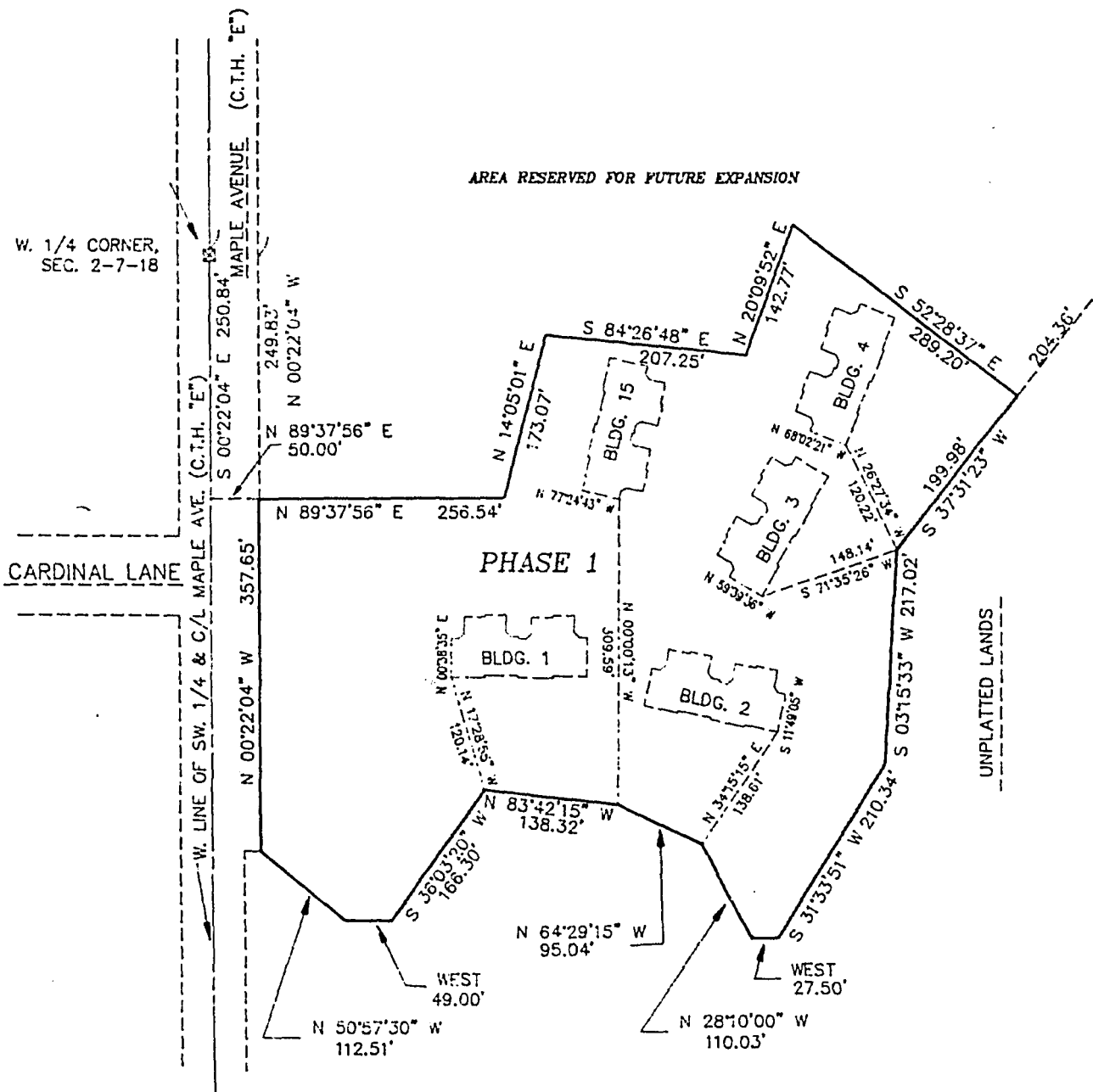
Dated this 16th day of June 1992
Norman C. Hanson, R.L.S. 1147

NOTE: NUMBERS IN PARENTHESES INDICATE UNIT ADDRESSES

REVISED OCTOBER 27, 1992

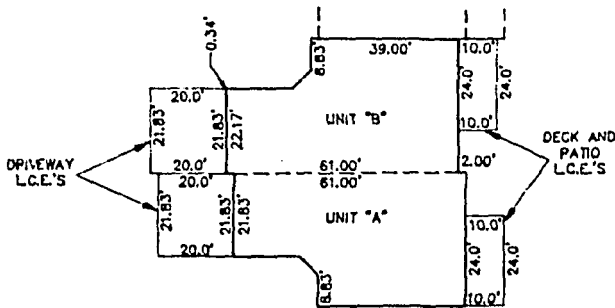
OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6932, DOCUMENT NO. 1793454
LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI



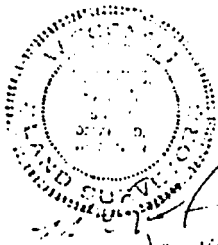
LIMITED COMMON ELEMENT (L.C.E.) DETAIL

SCALE: 1" = 30'



L.C.E. DIMENSIONS ARE TYPICAL FOR ALL UNITS IN BOTH 2-UNIT AND 4-UNIT BUILDINGS.

NOTE: DECK L.C.E. TYPICAL ON MAIN (UPPER) LEVEL OF EACH UNIT. PATIO L.C.E. TYPICAL ON LOWER LEVEL OF EACH UNIT.

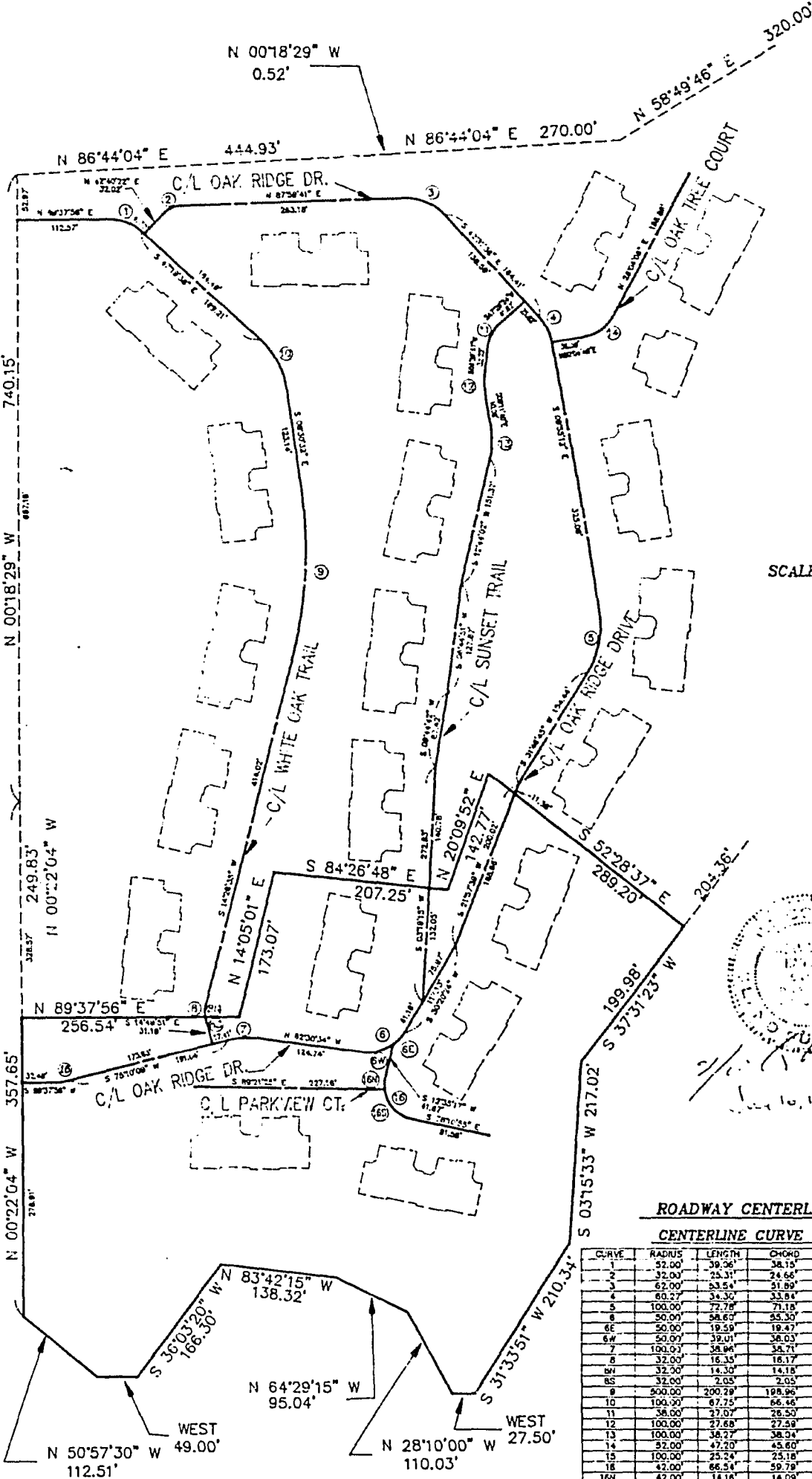


THIS INSTRUMENT DRAFTED BY NORMAN C. HANSON

SHEET 2 OF 6

OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6932, DOCUMENT NO. 1793454
LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI



SCALE: 1" = 100'

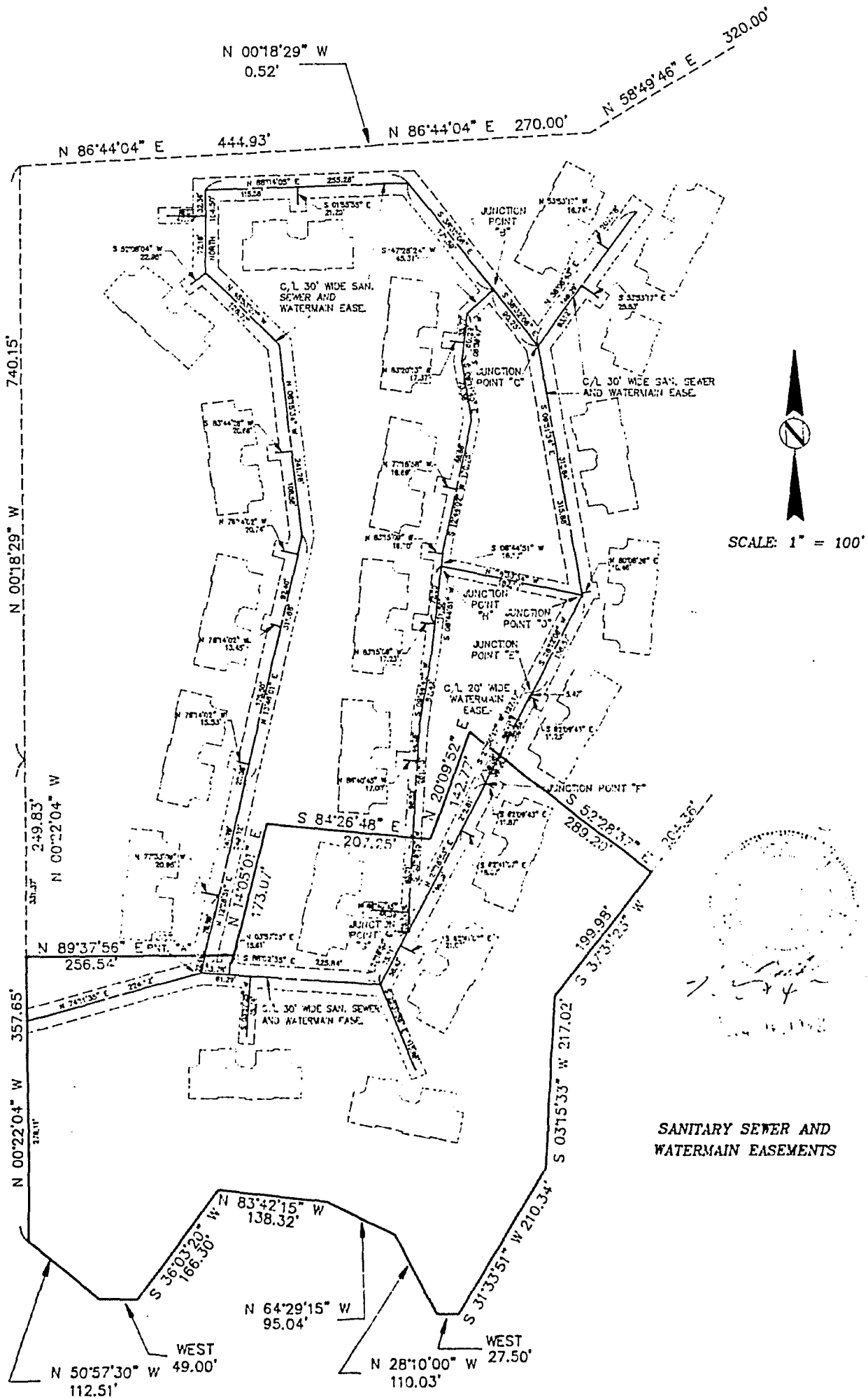
ROADWAY CENTERLINE DETAIL

CENTERLINE CURVE DATA TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DETA
1	52.00	39.36	38.15	S 68°50'51" E	43°22'26"
2	32.00	25.31	24.66	N 65°20'01.5" E	45°19'19"
3	62.00	53.54	51.89	S 67°15'57.5" E	49°29'43"
4	60.27	54.30	53.84	S 26°13'23.5" E	32°36'23"
5	100.00	77.78	71.18	S 10°55'46.5" W	61°11'57"
6	50.00	58.60	55.30	S 63°54'55" W	67°09'02"
6E	50.00	19.59	19.47	S 41°33'53" W	22°26'58"
6W	50.00	38.04	38.03	S 75°08'23" W	64°42'56"
7	100.00	58.94	55.71	S 16°19'47.5" W	22°19'17"
8	32.00	16.35	16.17	S 00°11'38" E	29°16'26"
8W	32.00	14.30	14.18	S 01°38'30.5" W	25°36'09"
8S	32.00	2.05	2.05	S 12°59'42.5" E	03°40'13"
9	500.00	200.29	198.96	S 02°58'01.5" W	22°57'07"
10	100.00	67.75	66.46	S 27°55'05.5" E	38°43'07"
11	38.00	27.07	26.50	S 27°04'05.5" W	60°48'37"
12	100.00	27.68	27.59	S 01°15'56.5" E	15°51'27"
13	100.00	38.27	38.04	S 01°46'11" W	21°55'42"
14	52.00	47.20	45.60	N 54°04'28" E	52°50'40"
15	100.00	25.24	25.18	S 82°40'02.5" W	14°27'43"
16	42.00	66.54	59.79	S 32°23'49" E	90°46'17"
16A	42.00	14.18	14.09	S 02°53'44" W	19°19'08"
16S	42.00	52.38	49.05	S 42°27'22" E	71°27'08"

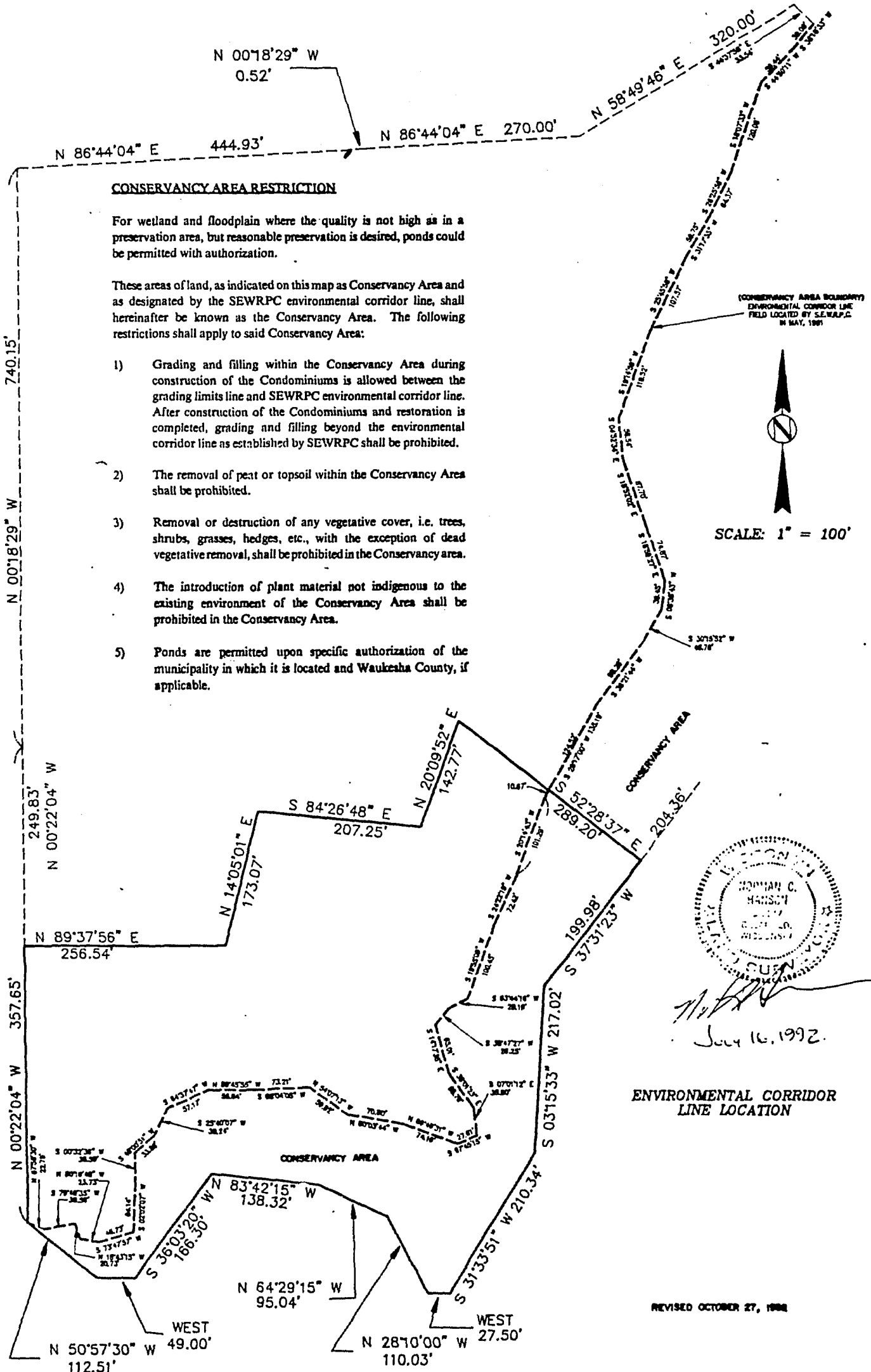
OAK RIDGE CONDOMINIUM OF HARTLAND

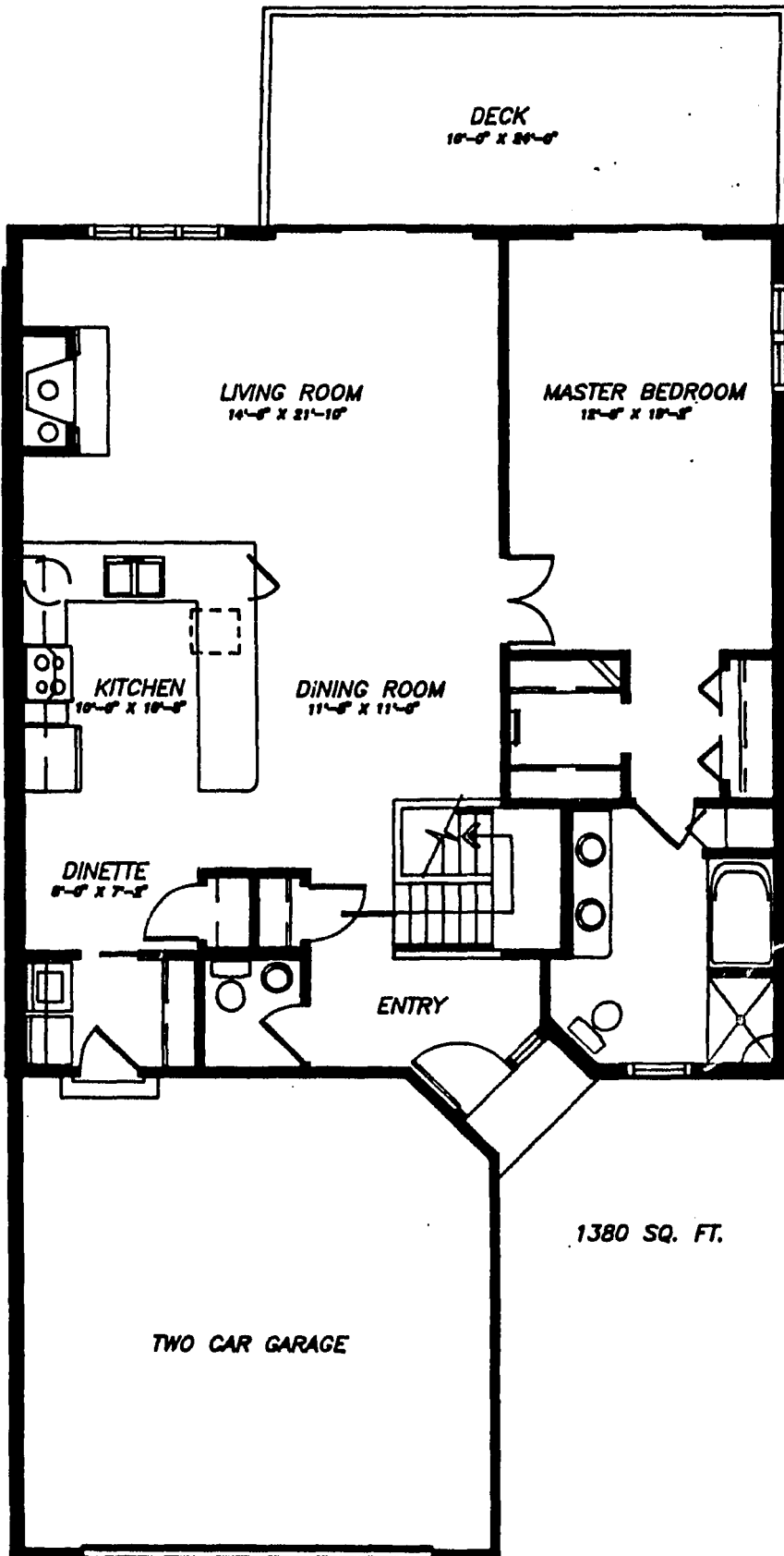
BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6932, DOCUMENT NO. 1793454
 LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
 ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI



OAK RIDGE CONDOMINIUM OF HARTLAND

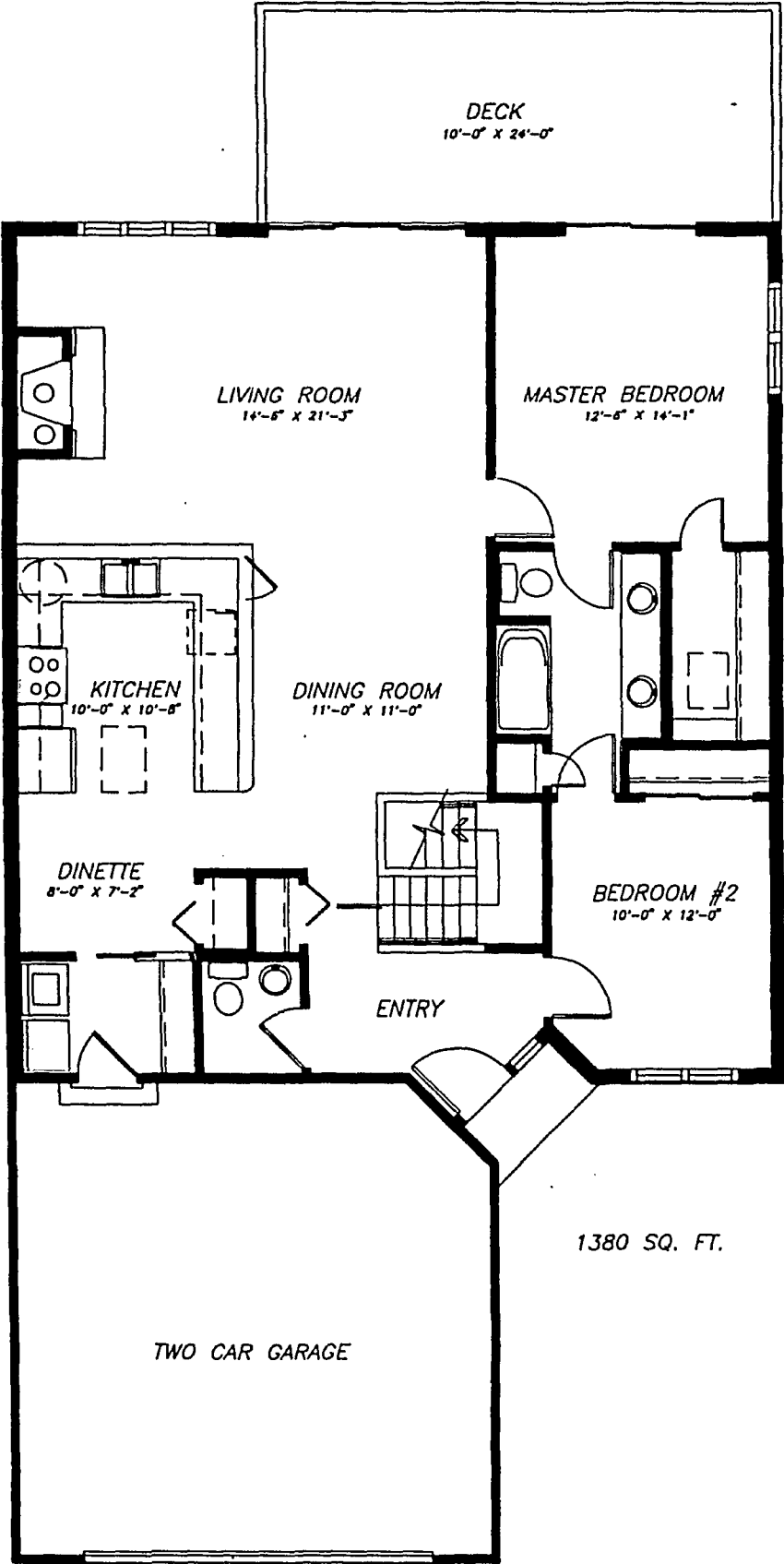
BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6932, DOCUMENT NO. 1793454
 LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
 ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI





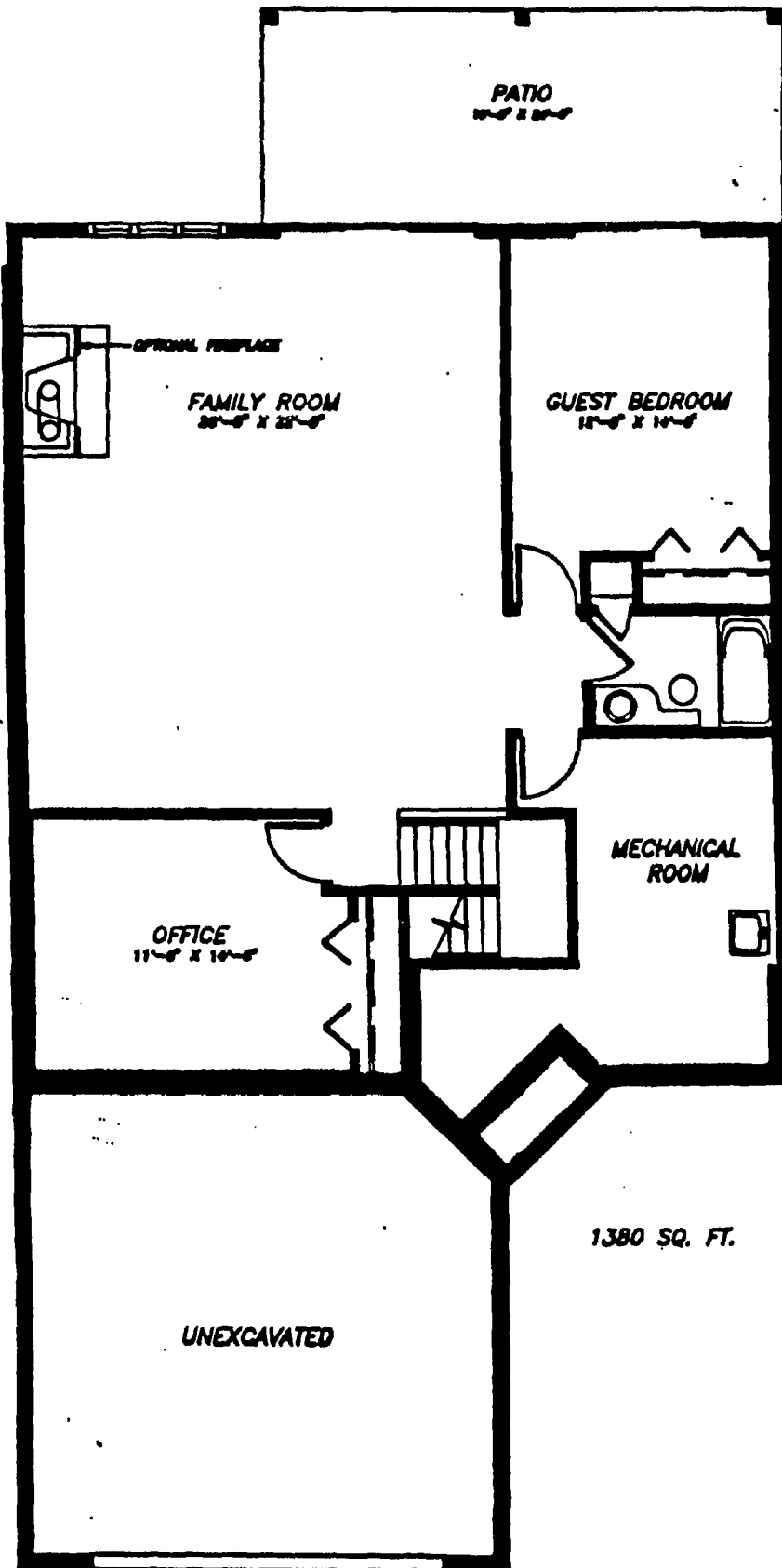
(One Bedroom Plan)

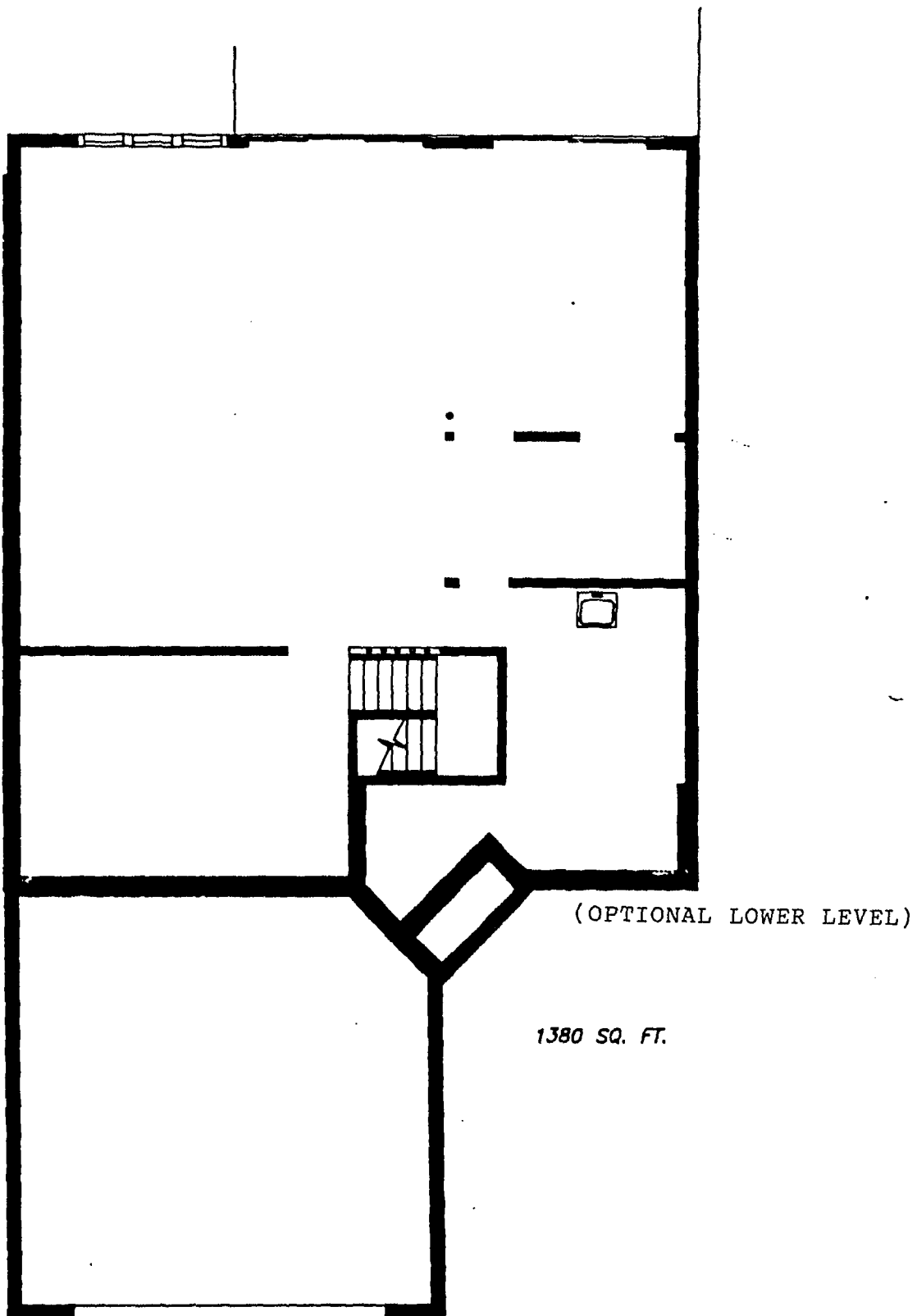
MAIN LEVEL



(Two Bedroom Plan)

LOWER LEVEL





OAK RIDGE CONDOMINIUM OF HARTLAND

The addresses of each unit will be as follows:

<u>Building</u>	<u>Unit</u>	<u>Address</u>
1	1	303 Parkview Court
1	2	305 Parkview Court
1	3	309 Parkview Court
1	4	311 Parkview Court
2	1	323 Parkview Court
2	2	325 Parkview Court
2	3	329 Parkview Court
2	4	331 Parkview Court
3	1	532 Oak Ridge Drive
3	2	530 Oak Ridge Drive
3	3	526 Oak Ridge Drive
3	4	524 Oak Ridge Drive
4	1	518 Oak Ridge Drive
4	2	516 Oak Ridge Drive
4	3	512 Oak Ridge Drive
4	4	510 Oak Ridge Drive
15	1	517 Oak Ridge Drive
15	2	519 Oak Ridge Drive
15	3	523 Oak Ridge Drive
15	4	525 Oak Ridge Drive

EXHIBIT "D"

SUGGESTED LEGAL DESCRIPTION OF AREA RESERVED FOR FUTURE EXPANSION:

Being a part of Lot 1 of Certified Survey Map No. 6932, Document No. 1793454 located in the SW 1/4 of the NW 1/4 and in the NW 1/4 of the SW 1/4, all in Section 2, T7N, R18E, Village of Harland, Waukesha County, WI, more fully described as follows:

Commencing at the West 1/4 corner of said Section 2; thence N.00°-18'-29"W., along the west line of said NW 1/4 and centerline of Maple Avenue (C.T.H. "E"), 736.61 feet to a point; thence N.86°-44'-04"E., 50.07 feet to a point being on the easterly right-of-way line of Maple Avenue (C.T.H. "E") and the NW corner of Lot 1 of Certified Survey Map No. 6932 and the point of beginning of the hereinafter described lands; thence along the northerly and easterly lot lines of said Lot 1 along the following described courses, N.86°-44'-04"E., 444.93 feet to a point; thence N.00°-18'-29"W., 0.52 feet to a point; thence N.86°-44'-04"E., 270.00 feet to a point; thence N.58°-49'-46"E., 320.00 feet to a point; thence N.36°-41'-04"E., 54.83 feet to a point; thence N.86°-44'-04"E., 22.08 feet to a point; thence S.00°-26'-40"E., 18.00 feet to a point; thence N.86°-44'-04"E., 230.00 feet to the NE corner of said Lot 1; thence S.00°-27'-34"E., 800.14 feet to a point; thence S.65°-19'-46"W., 401.66 feet to a point; thence S.37°-31'-23"W., 204.36 feet to the terminus of said northerly and easterly lot lines; thence N.52°-28'-37"W., 289.20 feet to a point; thence S.20°-09'-52"W., 142.77 feet to a point; thence N.84°-26'-48"W., 207.25 feet to a point; thence S.14°-05'-01"W., 173.07 feet to a point; thence S.89°-37'-56"W., 256.54 feet to a point being on the easterly right-of-way line of Maple Avenue (C.T.H. "E") and the westerly line of said Lot 1; thence N.00°-22'-04"W., along said easterly right-of-way line, 249.83 feet to a point; thence N.00°-18'-29"W., along said easterly right-of-way line, 740.15 feet to the NW corner of said Lot 1 and the place of beginning. Said lands containing a total area of 1,134,492 square feet (26.04 acres).

**PLANNED UNIT DEVELOPMENT AGREEMENT
OAK RIDGE CONDOMINIUM**

This agreement made this 12-11-92 between Oak Tree Ridge, Inc. hereinafter called "Developer" and the Village of Hartland, a municipal corporation of the State of Wisconsin, located in Waukesha County, hereinafter called the "Village".

WITNESSETH:

WHEREAS, Developer is a Wisconsin Corporation with the following shareholders: Lee Hollenbeck, Carol Hollenbeck, Kean Kemnitz, and Susan Kemnitz; and

WHEREAS, the Developer is the owner of the land designated for "Phase I" in the attached Exhibit B; and

WHEREAS, Lee Hollenbeck and Carol Hollenbeck are the owners of the land designated for Phases II, III and IV; and

WHEREAS, the Developer has received approval by the Village for a final plat for Oak Ridge Condominium of Hartland Development, a copy of which is attached hereto designated Exhibit B.

Whereas, Developer has submitted for approval by the Village its petition for approval of planned unit development in the Village pursuant to the statutes of the State of Wisconsin and the ordinances of the Village and specifically Section 17.03(28) of the zoning code of the Village, and

Whereas, Section 236.13 of the Wisconsin Statutes and Chapter 18 of the Municipal Code, of the Village of Hartland provide that as a condition of plat approval the Village may require that the Developer make and install all public improvements necessary to service the Oak Ridge Condominium of Hartland Development or that it execute an agreement to insure that it will make those improvements within a reasonable time; and

Whereas, the Village Board has duly approved Developer's petition for a planned unit development and plans and specifications for condominium improvements, and authorized the terms and provisions of this Agreement and approved the final plat of Oak Ridge Condominium of Hartland contingent upon the execution and performance of this agreement by the Developer; and

WHEREAS, the Developer agrees to develop the Site as herein described in strict conformity with this Agreement (including all Exhibits), all applicable Village ordinances,

and all present and future applicable laws (including amendments of present ordinances) and regulations governing said development.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

- Section I Legal Description - The entire parcel of land to be developed is described in Exhibit A and is incorporated by reference herein.
- Section II The Development - The project shall consist of 82 two-bedroom, single family attached housing units to be constructed in two-family and four-family buildings. Access to the project will be from Maple Avenue by private roadways. The project shall be managed under the auspices of a condominium homeowners association and, under State of Wisconsin condominium law and the rules and regulations of such association.
- Section III Improvements - The Developer hereby agrees:
- A. Phased Development. The development will be completed in four separate phases as shown on Exhibit B. All security references and construction of improvements referred to in this document shall be applied to each phase of the project. It is further agreed that prior to issuance of any above-grade building permits for the second and subsequent phases, the Developer shall provide for the northerly or secondary means of ingress and egress to Maple Avenue per Exhibit B. Such access shall be by means of maintained traffic bond roadway until such time construction is completed and final paving is installed as required under this Agreement in Phase II.
- B. Road and Streets.
1. Developer shall grade and construct asphalt pavement on all private roads and parking areas in Oak Ridge Condominium of Hartland in accordance with the plat of said condominium and the plans and specifications attached hereto as Exhibit B. Base course asphalt paving must be completed prior to occupancy of any unit in a particular phase. All roadways and parking areas shall be at the grades approved by the Village, which approval shall not be unreasonably withheld or delayed. Specifications for roadways shall be approved by the Village Engineer; and

2. Developer shall, at Developer's sole expense, obtain any and all necessary permits from Waukesha County for all roadway improvements at CTH E, Maple Avenue and submit copies of said permits to the Village prior to the Village's issuance of any building permit for the Project; and
3. Developer acknowledges that no building permits will be issued until the private roads have been graded and water installed to fire hydrants, tested and operational, in any particular phase; and
4. Recognizing that all of the roadways within a condominium are private, the developer agrees to use the best construction practices available to keep the temporary construction roads open for emergency vehicular traffic during the construction process; and
5. All private streets and roadways shall be maintained by Developer and then by condominium association after being turned over to association by Developer.

C. Sanitary Sewer.

1. Developer shall construct, furnish, install, and provide a complete sewerage system throughout each phase of the development which shall be connected to the existing sanitary sewer main, all in accordance with the plans, specifications, and drawings attached hereto as Exhibit B.
2. Developer shall grant the Village of Hartland a permanent easement for maintenance and repair of the sanitary sewer system. Formal easement will be defined and granted following the installation of the sanitary sewer and at the time of dedication of same to the Village of Hartland.
3. Developer acknowledges that the Village Board will not accept the sanitary sewer improvements for any phase until they have been installed, tested, televised and cleaned at Developer's sole expense, in accordance with plans and specifications approved by the Village.
4. Developer shall furnish a complete set of mylar reproducible "as-built" plans of the entire sanitary sewer system at the time of acceptance of

each segment of the sewerage system, including location and elevation of laterals.

D. Water.

1. Developer shall construct, install, furnish, and provide a completed system of water distribution throughout each phase of the development, in accordance with the plans and specifications attached hereto as Exhibit B.
2. Developer acknowledges that the Village Board will not accept the water distribution system in each phase until the water distribution system has been installed and tested at Developer's expense, in accordance with the plans and specifications approved by the Village.
3. Developer shall grant the Village of Hartland a permanent easement for maintenance and repair of the municipal water system. Formal easement will be defined and granted following the installation of the municipal water and at the time of dedication of same to the Village of Hartland.
4. To furnish a complete set of mylar reproducible "as-built" plans of the entire system at the time of acceptance of each segment of the water system.

E. Storm Water System.

1. Developer shall construct, install, furnish and provide adequate facilities for storm and surface water drainage throughout the entire development as shown on Exhibit B.
2. Storm sewer improvements remain private property to be maintained by condominium association.

F. Landscaping.

1. Existing live trees 6" in diameter and larger will be removed only as required for roadway construction and only within building envelopes as shown on Exhibit B.

2. To remove and lawfully dispose of all destroyed trees, brush, tree trunks, shrubs, and other natural growth and rubbish.
3. Plant trees along Maple Avenue per Village ordinances.

G. Street Lamps.

1. Developer agrees to pay fees as required to the Village of Hartland for public street lighting to be installed at both entrances to Maple Avenue.
2. One private decorative lamp post shall be installed at each intersection of the private streets within the development. Such lamp posts will receive prior approval of the Village.
3. One coach lamp will be installed on the front of each of the dwelling units to provide security lighting for guests.
4. One illuminated street number fixture will be installed on each of the dwelling units.

H. Street Signs.

1. The Developer hereby agrees to pay the Village for the installation of street signs which are determined to be required by the Village. These would be traffic control signs only at the Maple Avenue intersection. Any internal signs are the responsibility of the Developer. All signs used in the Project shall comply with all existing applicable Village Ordinances and Wisconsin State Statutes at the time of their erection.

I. Grading and Erosion Control.

1. Developer shall grade and maintain site with proper erosion control measures as required by in the Village Erosion Control Ordinance and in accordance with the plans and specifications attached hereto as Exhibit B.

J. Time Schedule. Except as otherwise provide in this Agreement, Developer hereby agrees:

1. Developer shall commence work on the Project within 120 days after execution of this Agreement; and
2. To complete Phase I of the Project and all corresponding improvements within five (5) years of execution of this Agreement.

Section IV Dedication.

Subject to all of the other provisions of this agreement and the exhibits hereto attached, the Developer shall, without charge to the Village, upon completion of the below listed improvements, unconditionally give, grant, convey and fully dedicate the same to the Village, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including without limitation because of enumeration, mains, conduits, pipes, lines, and appurtenances which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. It is understood that such completion of municipal services and dedication of same will coincide with the phase development previously explained in Section III, A.

After such dedications, the Village shall have the right to connect or integrate other sewer or water facilities provided hereunder as the Village decides, with no payment or award to, or consent required of, the Developer. All improvements will be accepted by the Village by separate resolution at such time as said improvements are in acceptable form and according to Village specifications.

Improvements to be dedicated:

Street lamps to be installed by the Village paid for by Developer for public street lighting at both entrances to Maple Avenue.

Street signs as required by the Village at the entrances to Maple Avenue, including traffic control signs.

Sanitary sewer, storm water system, landscaping, street lamps and water as provided respectively in Section III, Subparagraph C, D, E, F & G.

Section V Miscellaneous Requirements.

A. Survey Monuments.

1. Developer hereby agrees to properly place and install all permanent survey or other monuments delineating the line of the primary environmental corridor as shown on Exhibit B and such other monuments as may be required under existing applicable Wisconsin Statutes or Village ordinances.

B. Public Site Fees.

1. Developer agrees to pay public site fees per Village of Hartland ordinance #509.
2. It is understood that the public site fees per Village ordinance #509 shall be paid at the time of occupancy of each condominium unit rather than prior to the start of construction. Such fees shall be paid by the developer prior to issuance of an occupancy permit.

C. Underground Utilities.

1. All electrical, telephone, gas and cable utilities shall be underground. Coordination of installation and all costs shall be the responsibility of the Developer.

D. Manner of Performance.

1. The Developer shall cause all construction and improvements called for by this Agreement to be carried out and performed in a good and workmanlike manner.

E. Permits.

1. The Developer hereby agrees to obtain all permits and approvals from the Waukesha County Highway and Transportation Commission and from the Village of Hartland prior to the start of construction and provide a copy of same to the Village. Subject to all other provisions of this Agreement and compliance therewith, all required permits will

be issued to Developer or its nominees pursuant to existing applicable ordinances at the time of application for such permits.

2. Subject to all other provisions of this Agreement and compliance therewith, including but not limited to Section VI, Payment of Village Fees, Occupancy Permits, both conditional and final, will be issued upon substantial completion of the buildings or portions thereof in conformity with existing applicable Village and State of Wisconsin building codes at the time of application for such permits.

Section VI Payment of Village Fees and Costs.

A. The Developer agrees to reimburse the Village for any costs incurred by the Village for engineering, consulting, inspection, administrative, and legal expenses as follows:

1. Any costs for outside consultants shall be charged at the rate the consultant charges the Village; and
2. Legal costs for the Village shall be based on the statements of the Village Attorney utilizing the reimbursable hourly rate provided in the Village's retainer contract in existence at the start of each phase with respect to work done in each phase; and
3. The Village shall provide Developer with a final accounting of all costs incurred as a result of this Section; and
4. The Village shall promptly inform the Developer of any extraordinary or unusual costs which may arise under this Section.

B. The Developer agrees to reimburse the Village for the fees and costs set forth in ¶ A in the following manner:

1. An improvement plan review fee in cash or certified check at the time of execution of this Agreement, equal to one (1) percent of the cost of the required public improvements at the time plans and specifications are submitted.
2. An inspection fee in cash or certified check, equal to two and one half percent (2 ½%) of the cost of the required public improvements prior to the start of construction.

3. If the fees in Paragraph 1 and 2 are not adequate fully reimburse the Village for the costs and fees set forth in ¶A, Developer agrees to pay that full obligation within ten (10) days of receiving a bill for same from the Village. Full payment of all fees and costs shall be made to the Village prior to the issuance of a final occupancy permit.

Section VII Security for Performance of Developer's Obligation to Complete the Public Improvements.

A. Form of Security.

For each Phase, Developer shall deliver or cause to be delivered to the Village acceptable security equal to one hundred twenty-five percent (125%) of the approved engineer's cost estimate of the Public Improvements for individual phases, in the form of a cash deposit or an original, irrevocable Letter of Credit issued by a federally insured banking institution reasonably acceptable to the Village, with the Letter of Credit being in a form and of a substance acceptable to the Village Attorney guaranteeing the obligation of Developer to complete the Improvements and to pay all costs required to complete the Improvements called for under this Agreement (hereinafter referred to as "Security"). The letter of credit shall also provide for the payment of all attorney fees of the Village and related costs in the event the Village must utilize legal counsel for the enforcement of any provision in this agreement. Said letter of credit must be posted within ninety (90) days of the execution of this Agreement or before the commencement of construction if that occurs before the passage of ninety (90) days following the execution of this Agreement or this Agreement shall be null and void.

B. Reduction of Security Upon Partial Completion. The amount of the Security may be reduced as the Improvements are partially completed and approved by the Village, in accordance with the following procedure:

1. From time-to-time during the course of construction, but no more often than once each month, Developer may request the Village to inspect the construction work completed to that date, and the Village shall use its best efforts to make such inspection within seven (7) days after the request.

2. The request to inspect shall be accompanied by a certification prepared by Developer's engineer and stating the work completed, his estimate of the dollar value of the work completed to the date of the request and since the Developer's engineer's last certification and that the work has been completed in a good and workmanlike manner and in compliance with the approved Plan, Specifications and Ordinances.
3. The request for inspection shall also be accompanied by a certification from the Developer's engineer of his estimate of the cost to complete the remaining balance of the Improvements, with the estimated dollar value of the Improvements completed and the estimated cost to complete the remaining Improvements being on a form and presented in a manner acceptable to the Village.
4. The request for inspection shall further be accompanied by a sworn contractor's statement and appropriate lien waivers showing that all work in place and for which a reduction in the Security is requested has been fully paid for or that all mechanic's or other liens have been waived.
5. Upon receipt of the required documentation, the Village shall conduct its inspection and certify to the financial institution issuing any letter of credit the dollar value of the work completed to the date of the request for inspection and since the last Village certification, provided the Village finds that the work has been completed in a good and workmanlike manner and in compliance with the Approved Plans, Specifications and Ordinances, that no mechanic's or other liens will attach to the Subject Property or to any property of the Village as a result of the installation of the Public Improvements and that the Developer's engineer's estimate of the dollar value of the work completed and the cost to complete the remaining Public Improvements are reasonable. Based upon those findings, the Village Director may approve a reduction in the Security so long as the balance remaining in the Security is at least equal to one hundred twenty-five percent (125%) of the cost to complete the remaining Public Improvements.

C. Release of Security Upon Completion.

Upon final completion of all of the Public Improvements, the acceptance by the Village of the condominium and posting of any required warranty or maintenance bond security, the then remaining balance of the Security shall be released by the Village and returned, provided all fees and costs due and owing to the Village are fully paid pursuant to all applicable ordinances.

D. Return of Excess Proceeds After Default.

In the event of default and the draw upon any cash deposit or Letter of Credit, should any of the Security funds remain in the possession of the Village after all of the Public Improvements have been completed in a good and workmanlike manner and in accordance with the Approved Plans, Specifications and Ordinances, the condominium accepted in accordance with this Agreement, all warranty or maintenance obligations satisfied and all fees, costs and expenses of the Village, including, but not limited to, reasonable attorney's fees (including attorney's fees owed to the Village of Hartland under ¶ VII(A) of this Agreement), engineering fees, consultant fees or other out-of-pocket expenses incurred in completing the Improvements, in releasing liens thereon in paying for work completed prior to default are paid, or other costs incurred as a result of the default of Developer, then any remaining balance shall be returned to the Developer, subject to any claim to said funds exerted by any financial institution issuing any Letter of Credit given as Security.

E. Proof of Financial Responsibility.

For each Phase of Development, Developer shall provide to the Village a letter from a responsible lending institution verifying that Developer is capable of obtaining adequate financing to complete the Project. Such verification shall be delivered within ninety (90) days of the execution of this Agreement or this Agreement shall be null and void. For subsequent phases, a verification letter must be provided under the provisions of this section prior to commencement of construction or this Agreement shall be voidable at the sole option of the Village of Hartland.

Section VIII Guarantee of Public Improvements.

A. Guarantee.

Developer guarantees that all materials and workmanship furnished are first class and as specified and that the Public Improvements are and will remain in good and sound condition for and during a period of twelve (12) months from the date of final acceptance by the Village.

B. Guarantee Security.

Developer shall furnish to the Village by phase per Section III A, prior to final acceptance of the Improvements by the Village, guarantee security in the form of a cash deposit or letter of credit, equal in the aggregate to ten percent (10%) of the total final cost of all Public Improvements, which guarantee security will be retained for a period of twelve (12) months after the final acceptance of the Public Improvements as security for the Developer's guarantee that the workmanship and materials furnished are first-class and as specified, and that the Improvements are and will remain in good and sound condition for and during the twelve-month period from and after their acceptance.

C. Obligation to Repair.

The Developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the Developer's guarantee and shall leave the Public Improvements in good and sound condition, satisfactory to the Village at the expiration of the guarantee period.

D. Notice of Repair.

If during said guarantee period, the Public Improvements shall, in the reasonable opinion of the Village, require any repairs, replacements or renewals which in their judgment are necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the Developer shall, upon notification by the Village of the necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the Developer fail to make such repairs or renewals within a reasonable time after notice has been sent as provided herein, or to fail to

start work within one (1) week after such notice, weather permitting, the Village may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the Village may draw upon said guarantee security to pay any costs or expenses incurred in connection with such repairs, replacements or renewals. Should the cost or expense incurred by the Village in repairing, replacing or renewing any portion of the Improvements covered by this guarantee exceed the amount of the guarantee security, then the Developer shall immediately pay any excess cost or expense incurred in the correction process.

E. Maintenance Prior to Acceptance.

1. All Public Improvements shall be maintained so they conform to the approved Plans and Specifications at the time of their acceptance by the Village. This maintenance shall include routine maintenance. In cases where emergency maintenance is required, such as sewer blockages, the Village shall have the right to complete the required emergency maintenance in a timely fashion and bill the Developer for all associated costs.
2. Street sweeping and dust suppression shall be done on a regular basis as needed to insure a safe roadway. Should the Developer fail to meet this requirement, Village may cause the work to be done and bill Developer on a time and materials basis. Said bill shall be paid immediately by the Developer.
3. Developer agrees to maintain erosion control measures for the duration of the project.

Section IX Method of Improvement.

The Developer hereby agrees to engage contractors for all work included in this agreement who are qualified to perform the work. The Developer further agrees to use materials and make the various installations in accordance with the approved plans and specifications made a part of this agreement by reference and including those standard specifications as the Village Board or its Commissions may have adopted and published prior to this date and in accordance with all existing applicable Village Ordinances and Wisconsin Statutes.

Section X Zoning.

The Village does not guarantee or warrant that the subject lands of this agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that, except as otherwise expressly stated within this Agreement, any rezoning that may take place shall not void this agreement.

Section XI Indemnification and Insurance.

A. Indemnification.

In addition to, and not the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Developer shall INDEMNIFY AND SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND the same from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like, to whosoever result from or arise in the course of, out of, or as a result of the negligent performance of this agreement, the negligent construction or operation of improvements covered thereby, the violation of any law or ordinance, the infringement of any patent, trademark, trade name or copyright, and the use of road improvements prior to their formal dedication to the Village.

In every case, where judgment is recovered against the Village if notice, and opportunity to defend, has been given to the Developer of the pendency of the suit within ten (10) days after its commencement, the judgment shall be conclusive upon the Developer not only as to the amount of damages, but also as to its liability to the Village.

B. Insurance.

The Developer shall maintain at all times, until the expiration of the guarantee period, insurance with minimum limits and coverage as shown below:

1. Worker's Compensation, including Occupational Disease, Insurance meeting the statutory requirements of the State of Wisconsin, and Employer's Liability insurance in an amount of at least Five Hundred Thousand Dollars (\$500,000.00).

2. Comprehensive liability Insurance providing limits for bodily injury and personal injury of One Million Dollars (\$1,000,000.00), combined single limit. The policy must include the Village and its agents, officers and employees as "ADDITIONAL INSURED" and provide premises, operations, elevators, damage, blanket contractual covering indemnities within contract documents, products and completed operations coverage and be endorsed as "primary and noncontributory" to any insurance of the additional insured, except from their sole negligence.
3. Comprehensive Automobile Liability Insurance, on occurrence basis, covering all owned, non-owned and hired vehicles with limits of liability equal to those set forth hereinabove.

C. Certificate of Insurance.

The Developer shall furnish to the Village certificates of insurance together with copies of all policies, evidencing the issuance of policies covering the above recited insurance requirements. All certificates of insurance must state that any material change in coverage or non-renewal or cancellation will be provided to the Village thirty (30) days prior to the effective date of any such change, non-renewal or cancellation. The form of the certificate of insurance will be subject to the reasonable approval of the Village. The certificate of insurance shall be delivered prior to the commencement of any construction activities pursuant to this Agreement.

D. No Limit on Liability.

It is understood and agreed that the insurance coverage and limits required above shall not limit the extent of the Developer's responsibilities and liabilities pursuant to this Agreement or imposed by law.

Section XII Agreement for Benefit of Purchasers.

Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any unit or any interest in any unit or parcel of land in the condominium plat.

Section XIII Construction, Permits, Etc.

Subject to the provisions of ¶ V(E), Village shall issue such permits as are within its authority and join with Developer in obtaining such permits, resolutions and documents from other authorities having jurisdiction over the Project as may be necessary.

Section XIV General Conditions and Regulations.

All the provisions of the Village Ordinances relating to Condominiums and Planned Unit Developments are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provision of said ordinance and this Agreement.

Section XV Amendments.

The Village Board and the Developer, by mutual consent, may enter into a written agreement to amend this Development's Agreement at any regularly scheduled meeting of the Village Board of the Village of Hartland. The Village Board shall not, however, consent to an amendment until after first having received a recommendation from the Village Plan Commission.

Section XVI Exculpation of Village Corporate Authorities.

The parties mutually agree that the President and Board of Trustees of the Village, Waukesha County, Wisconsin, entered into and are signatory to this Agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

Section XVII Applicable Law.

This Agreement shall be construed and enforced under the laws of the State of Wisconsin. The provisions of the Zoning Code of the Village of Hartland are hereby incorporated by reference to the extent they are not inconsistent with the provisions contained herein for the purpose of confirming such obligations of the Developer as are required by the Zoning Code.

Section XVIII Assignment or Transfer of Rights Prohibited.

In no event may Developer assign or transfer any of its rights under this Agreement, nor may there be a transfer or exchange of any number of shares of stock pertaining to the Developer corporation or any other corporation which would constitute a transfer of majority voting control from the original group Shareholders of Developer existing at the time of the execution of this Agreement without the prior written consent of the Village of Hartland.

Section XIX Incorporation of Application Documentation.

All documentation submitted by the Developer and any of its shareholders or agents to the Village or any of its shareholders or agents to the Village or any of its reviewing subunits for its reliance thereon, is hereby incorporated by reference and made a part of this Agreement.

Section XX Review by Plan Commission and Village Board.

- A. 1. A review by the Plan Commission of Developer's performance under this Agreement shall be conducted on an annual basis and prior to commencement of construction of Phases subsequent to Phase I. A review by the Plan Commission of Developer's performance under this Agreement shall also be required as a condition precedent to any modification to the scope and scheduling of this Agreement. Where appropriate, and to the extent possible, the Plan Commission shall recommend approval of subsequent Phases and requests for modifications to this Agreement within thirty (30) days of submission. Recommendations to the Village Board of Trustees for approval of modification or subsequent Phases shall include a recommendation as to the time for completion to be allotted and Developer as a condition to approval shall execute an Addendum to this Agreement setting forth the time for completion of the Phase.
2. In the event of noncompliance by Developer with the provisions of this Agreement or the Code of Ordinances of the Village of Hartland, the Developer shall be given at least 15 days' written notice to appear before the Plan Commission to answer such charge(s) of

noncompliance. Such notice shall be mailed by first class mail to the Developer's last known address.

- B. 1. If the Plan Commission finds that the Developer has failed to comply with the provisions of this Agreement and the Plan Commission does not receive adequate assurance that the deficiencies will be remedied within a reasonable time as determined by the Plan Commission, it shall recommend to the Village Board appropriate action to secure compliance or that the approval of the Development plan be revoked.
2. Upon receipt of a report from the Plan Commission that the Developer has failed to comply with the provisions of this Agreement, or in the event the Developer fails to provide proof of financial responsibility or Developer either fails to provide any insurance, performance bond or guarantee called for under this Agreement or the Village receives notice that said insurance, bond or guarantee has been canceled by the issuing institution, a public hearing shall be scheduled before the Village Board of Trustees.
3. In the event the Board of Trustees votes to revoke its approval of the Development plan for this Project, no further building or occupancy permits shall be issued until Board approval has been reinstated in whole or in part.
4. In the event Developer fails to remedy all deficiencies and obtain reinstatement of approval by the Board of Trustees within six (6) months of any revocation of Board approval or in the event Developer fails to complete the Project within the time frame set forth in this Agreement, the zoning of the site shall not be changed from the A-1, Agricultural zoning which was in effect prior to approval of the Planned Unit Development for this Project. All improvements to the site shall be permitted to exist as legal non-conforming uses, but no further development inconsistent with the previous zoning shall be permitted.

IN WITNESS WHEREOF, DEVELOPER AND VILLAGE have caused this Agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three (3) original counter-parts the day and year first above written.

Carol B. Hollenbeck
Carol Hollenbeck

Lee Hollenbeck
Lee Hollenbeck

Oak Tree Ridge, Inc.

Kean Kemnitz
Kean Kemnitz, President

Carol B. Hollenbeck
Carol Hollenbeck, Secretary

VILLAGE OF HARTLAND

David C. Lamerand
David Lamerand, Village President

Attest to:

Karen M. Compton
Karen M. Compton, Finance Director/Clerk

Approved by:

Hector de la Mora
Hector de la Mora, Village Attorney
de la Mora & de la Mora

Drafted by Attorney Hector de la Mora.

Being a part of the NW 1/4 and a part of the SW 1/4 of Section 2, T7N, R18E, Village of Hartland, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the SW corner of the NW 1/4 of said Section 2; thence N.00°-18'-29"W., along the West line of and centerline of C.T.H. "E" (Maple Avenue), 736.61 to a point; thence N.86°-44'-04"E., 50.07 feet to a point lying on the easterly right-of-way line of C.T.H. "E" (Maple Avenue) and the place of beginning of the hereinafter described lands; thence continuing N.86°-44'-04"E., 444.93 feet to a point; thence N.00°-18'-29"W., 0.52 ft. to a point; thence N.86°-44'-04"E., 270.00 feet to a point; thence N.58°-49'-46"E., 320.00 feet to a point; thence N.36°-41'-04"E., 54.83 feet to a point; thence N.86°-44'-04"E., 22.08 feet to a point; thence S.00°-26'-40"E., 18.00 feet to a point; thence N.86°-44'-04"E., 230.00 feet to a point; thence S.00°-27'-34"E., 800.14 feet to a point; thence S.65°-19'-46"W., 401.66 feet to a point; thence S.37°-31'-23"W., 404.34 feet to a point; thence S.03°-13'-33"W., 217.02 feet to a point; thence S.31°-33'-51"W., 210.34 feet to a point; thence West, 27.50 feet to a point; thence N.28°-10'-00"W., 110.03 feet to a point; thence N.64°-29'-15"W., 95.04 feet to a point; thence N.83°-42'-15"W., 138.32 feet to a point; thence S.36°-03'-20"W., 166.30 feet to a point; thence West, 49.00 feet to a point; thence N.50°-57'-30"W., 112.51 feet to a point lying on the easterly right-of-way line of said C.T.H. "E"; thence N.00°-22'-04"W., along said easterly right-of-way line, 607.48 feet to a point lying on the North line of the SW 1/4 of said Section 2; thence N.00°-18'-29"W., along said easterly right-of-way line, 740.15 feet to the place of beginning. Said lands containing 1,458,477 square feet (33.48 acres).

also known as:

CSM 6932. rec 12-11-92 V58 P132 PH 1793454.

PLANNED UNIT DEVELOPMENT AGREEMENT

EXHIBIT A

2218204

FIRST AMENDMENT TO DECLARATION OF
OAK RIDGE CONDOMINIUM OF HARTLAND
Document Title

Document Number

2218204

REGISTER'S OFFICE
WAUPESHA COUNTY, WIS. } SS

97 JUN -2 PM 3:36

REEL 2446 IMAGE 1236

REGISTER OF DEEDS

SPBFWAUA

Recording Area

Name and Return Address

WM. R. SWENDSON
P.O. Box 123
Oconomowoc, WI 53066

HAY 0726.997.001

TWR4
HAD 0726.997.020

Parcel Identification Number (PIN)

HAD 0726.977

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

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**FIRST AMENDMENT TO DECLARATION
OF OAK RIDGE CONDOMINIUM OF HARTLAND**

This First Amendment is made according to Section 703.26 of the Condominium Ownership Act of the State of Wisconsin on this 30TH day of May, 1997, by Oak Tree Ridge, Inc., a Wisconsin corporation, ("Declarant").

Declarant recorded a Declaration of Condominium of Oak Ridge Condominium of Hartland in the office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 1806135 (the "Declaration"), which subjected certain property in the Village of Hartland, Waukesha County, Wisconsin, to the Condominium Ownership Act (the "Act"). In Article 22 of the Declaration, Declarant reserved the right to expand the condominium by subjecting to the Declaration part or all of the real estate described in Exhibit "E" of the Declaration ("the Expansion Real Estate") and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the expansion real estate described in Exhibit 1A (the "Phase II property") and to construct thereon buildings and units together with further landscaped areas, walkways, driveways, fixtures, parking areas and subservice utility improvements. The Phase II property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "condominium". As used herein, the term "unit owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

Declarant, pursuant to Article 22 of the Declaration hereby submits the Phase II property described in Exhibit 1A and improvements thereon to the Act and the Declaration as though fully set forth therein at the time of the recording of the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Planned Unit Development Agreement (Exhibit F to the Declaration), Amendment to the Planned Unit Development Agreement attached as Exhibit 1F, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone, cable TV, any water utilities, all other matters of record and the following restrictions and conditions:

Section I. Article 2(b) of the Declaration is amended to add that the perimeter boundaries and building plans for the Phase II property are shown on the Condominium Plat of Amendment No. 1 to Oak Ridge Condominium of Hartland (attached as Exhibit 1B). Standard floor plans for the duplex unit which are a part of the Phase II property are attached as Exhibit 1C.

Section II. Article 3 of the Declaration is amended to provide that the addresses for the Phase II property are attached as Exhibit 1D to this First Amendment to Declaration of Condominium. Article 5.1 is amended to provide that each unit of the Phase II property is identified by its own street address as set forth in the attached Exhibit 1D.

Section III. Article 4 of the Declaration is amended to provide that Oak Ridge Condominium of Hartland will consist of two phases. Phase I consists of five buildings on the real estate described in Exhibit A to the Declaration containing a total of 20 units. Phase II will consist of 14 buildings on the real estate described in Exhibit 1A attached to this First Amendment to Declaration of Condominium consisting of a total of 40 units. The duplex units in the Phase II property have floor plans as shown in attached Exhibit 1C to this First Amendment to Declaration of Condominium. The construction details and locations of the various buildings and units may vary from the Condominium Plat of

Amendment No. 1 to Oak Ridge Condominium of Hartland and the floor plans. Declarant specifically reserves the right to change the construction details and locations of the various buildings and units. Complete construction details of the buildings and units are available for inspection at the office of the Declarant.

Section IV. Article 8 of the Declaration is amended to provide that the percentage of undivided ownership interest in the common elements and limited common elements pertaining to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be one-sixtieth (1/60).

Section V. Exhibits A, B, C, D, E and F to the Declaration are hereby further amended and expanded to include Exhibits 1A, 1B, 1C, 1D, 1E and 1F attached to this First Amendment to Declaration of Condominium.

Section VI. By Declarant's submission of the Phase II property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in the Declaration. DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATIONS THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. The remaining expansion real estate is shown in Exhibit 1B.

Section VII. Except as otherwise stated herein, the provisions of the Declaration shall remain unchanged and in full force and effect.

Executed this 30 day of May, 1997.

OAK TREE RIDGE, INC.

By: Kean F. Kemnitz

Kean F. Kemnitz, President

By: Carol B. Hollenbeck

Carol B. Hollenbeck, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this 30TH day of May, 1997, the above named Kean F. Kemnitz, President and Carol Hollenbeck, Secretary of Oak Tree Ridge, Inc., to me known to be the persons who executed the foregoing First Amendment to Declaration of Oak Ridge Condominium of Hartland and acknowledge the same.

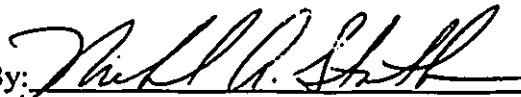
William A. Swendson
William A. Swendson
Notary Public, State of Wisconsin
My commission is permanent.

CONSENT OF MORTGAGEE

The undersigned as Mortgagee of the property as defined above, hereby consents to the terms of the above First Amendment to Declaration of Condominium of Oak Ridge Condominium of Hartland and acknowledges that, upon recording of such Amendment, lien of its mortgage shall attach to the units added thereby and to their pertinent interest in the common elements of the condominium.

Executed as of this 30th day of May, 1997.

M & I LAKE COUNTRY BANK

By: 
Michael A. Stratton, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this 30th day of May, 1997, the above named Michael A. Stratton, Vice President of M & I Lake Country Bank, to me known to be the person who executed the foregoing Consent to the First Amendment to Declaration of Oak Ridge Condominium of Hartland and acknowledge the same.


Notary Public, State of Wisconsin
My commission: 7-12-98

This instrument was drafted by and
should be returned to:

William A. Swendson
P.O. Box 123
Oconomowoc, WI 53066-0123.

Legal Description of the Phase II Property

Being a part of Lot 1 of CSM No. 6932, Document No. 1793454, located in the SW 1/4 of the NW 1/4 and in the NW 1/4 of the SW 1/4 of Section 2, T7N, R18 E, Village of Hartland, Waukesha county, Wisconsin, more fully described as follows:

Commencing at the W 1/4 corner of said Section 2; thence S.89°-12'-40"E., 50.01 feet to the easterly right-of-way line of Maple Avenue (CTH E) and the point of beginning; thence N.00°-18'-29"W., 740.15 feet to a point; thence N86°-44'-04"E., 444.93 feet to a point; thence S.06°-25'-02"W., 326.79 feet to a point; thence N86°-23'-13"E., 870.13 feet to a point; thence S.00°-27'-52"E., 142.77 feet to a point; thence S.52°-28'-37"E., 289.20 feet to a point; thence N.37°-27'-34" E., 308.35 feet to a point; thence S.65°-19'-46"W., 401.66 feet to a point; thence S. 37°-31'-23"W., 204.36 feet to a point; thence N.52°-28'-37"W., 289.20 feet to a point; thence S.20°-09'-52"W., 142.77 feet to a point; thence N.84°-26'-48"W., 207.25 feet to a point; thence S. 14°-05'-01"W., 173.07 feet to a point; thence S.89°-37'-56"W., 256.54 feet to a point; thence N.00°-22'-04"W., 249.83 feet to a point being on the east line of Maple Avenue (CTH E); thence N.00°-22'-04"W., 249.83 feet to the point of beginning. Said lands containing 791,957 square feet (18.18 acres).

Exhibit "1 A"

CONDOMINIUM PLAT OF AMENDMENT NO. 1 TO OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6932, DOCUMENT NO. 1793454,
 LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
 ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI

LEGEND
 ■ - CONC. MON. W/ BRASS CAP



SCALE: 1" = 160'

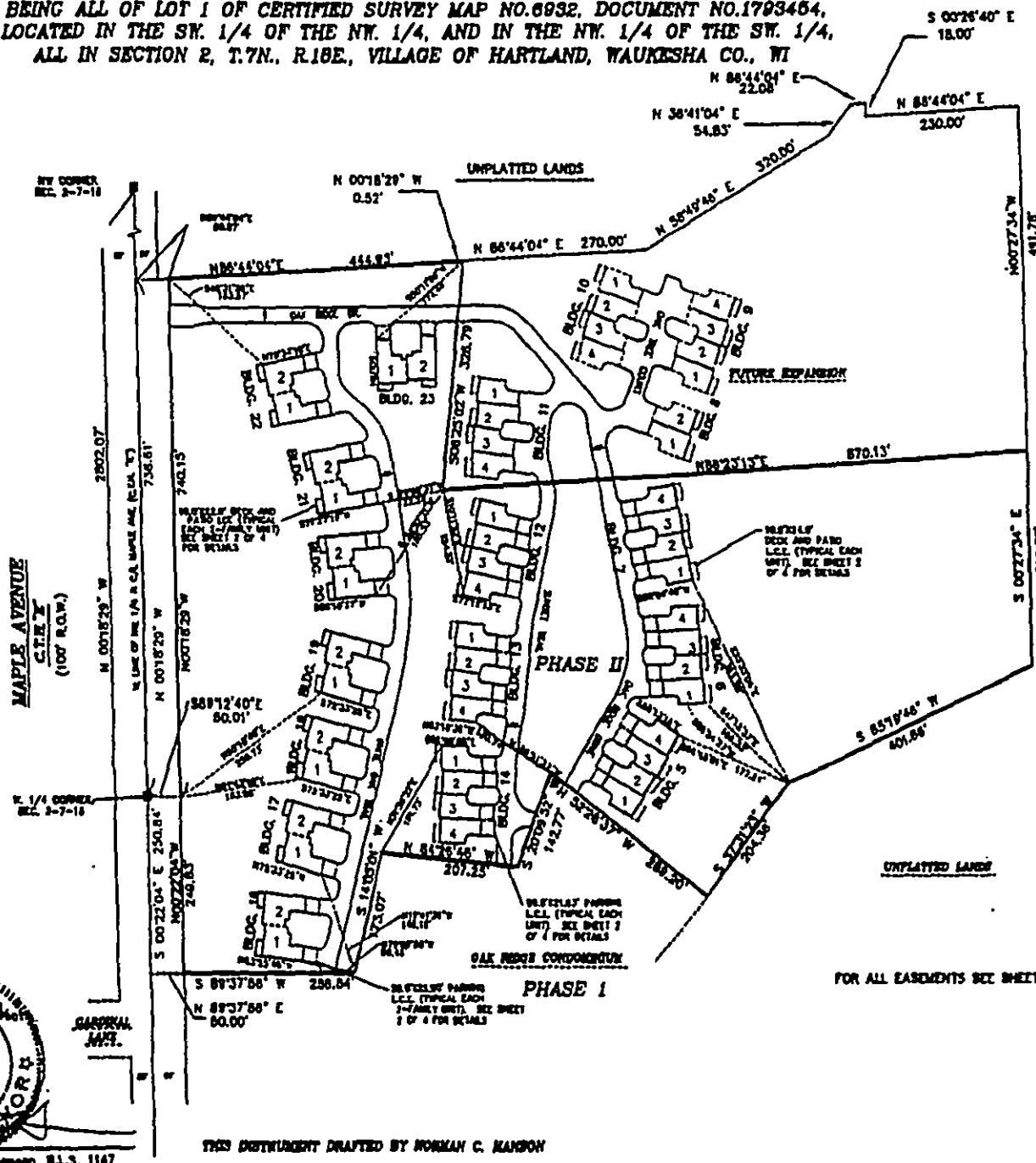
SURVEYOR'S CERTIFICATE:

I, Norman C. Hanson, do hereby certify that the Condominium Plat of Amendment No. 1 to Oak Ridge Condominium of Hartland, consisting of a map, is a true and correct representation of the condominium herein described and the boundaries and location of each unit and the common elements can be determined therefrom. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the actual location of the property, its exterior boundaries, and the location of buildings, structures, and other improvements.

Dated this 21st day of May, 1997



THIS INSTRUMENT DRAFTED BY NORMAN C. HANSON

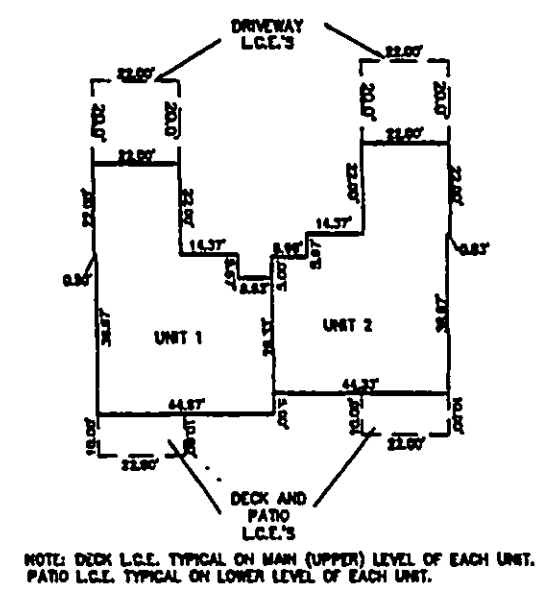


REEL 2446 IMAGE 1242

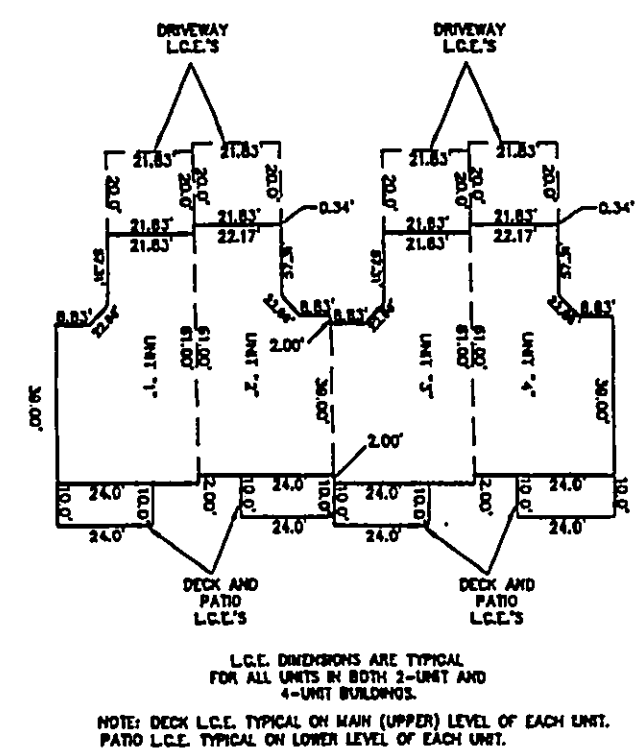
CONDOMINIUM PLAT OF AMENDMENT NO. 1 TO OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6932, DOCUMENT NO. 1793454,
LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI

LIMITED COMMON ELEMENT (L.C.E.) DETAIL
SCALE: 1" = 30'

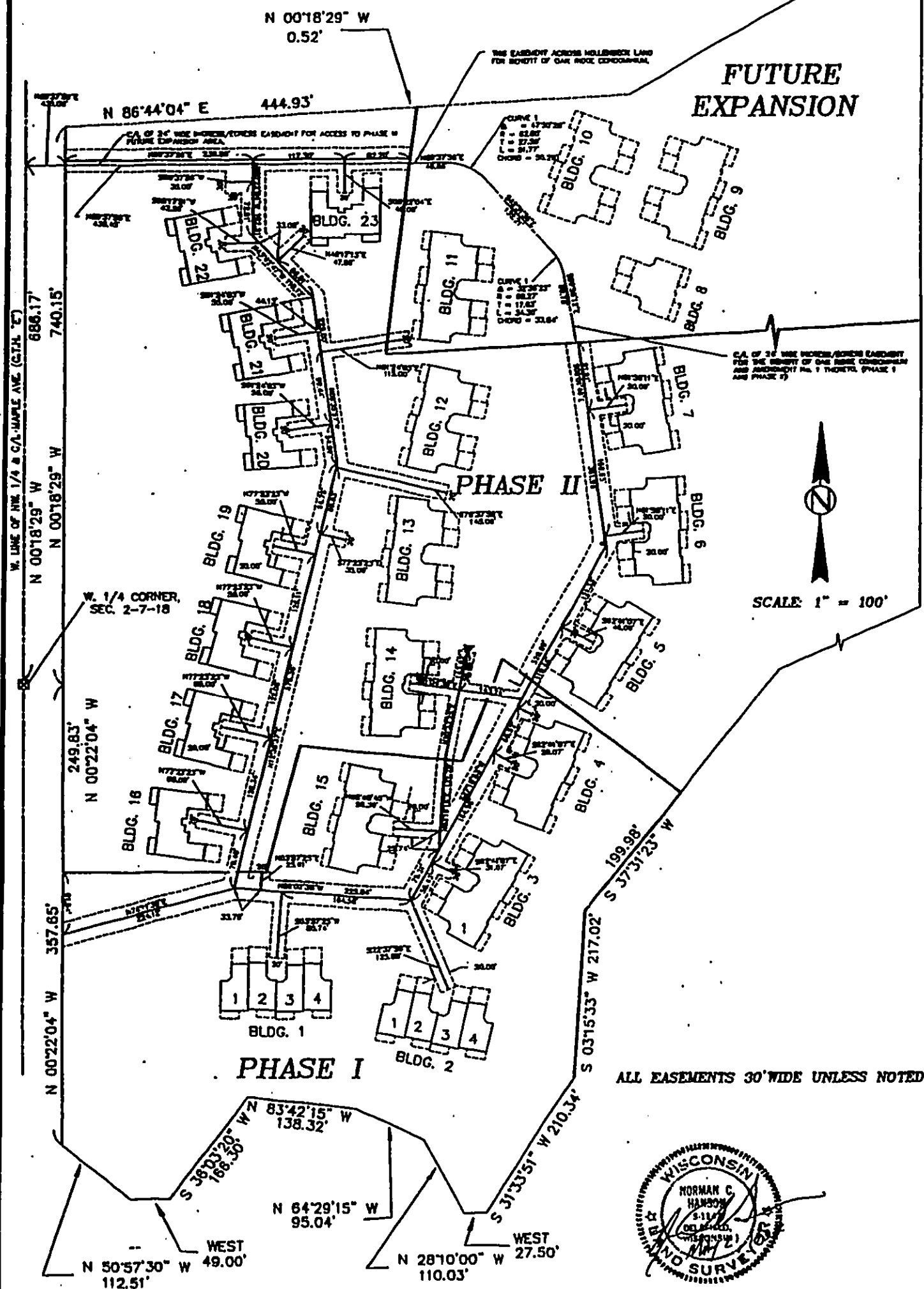


LIMITED COMMON ELEMENT (L.C.E.) DETAIL
SCALE: 1" = 30'



CONDOMINIUM PLAT OF AMENDMENT NO. 1 TO OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6932, DOCUMENT NO. 1793454,
LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI



THIS INSTRUMENT DRAFTED BY NORMAN C. HANSON

SHEET 3 OF 4

CONDOMINIUM PLAT OF AMENDMENT NO. 1 TO OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6932, DOCUMENT NO. 1793454,
LOCATED IN THE SW 1/4 OF THE NW 1/4, AND IN THE NW 1/4 OF THE SW 1/4,
ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI

May 21, 1997
Project No. 10613

LEGAL DESCRIPTION FOR CONDOMINIUM PLAT OF AMENDMENT NO. 1 TO OAK RIDGE CONDOMINIUM OF HARTLAND

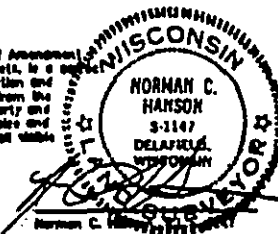
Being a part of Lot 1 of CSM No. 6932, Document No. 1793454, located in the SW 1/4 of the NW 1/4 and in the NW 1/4 of the SW 1/4 of Section 2, T7N, R18E, Village of Hartland, Waukesha County, Wisconsin, more fully described as follows:

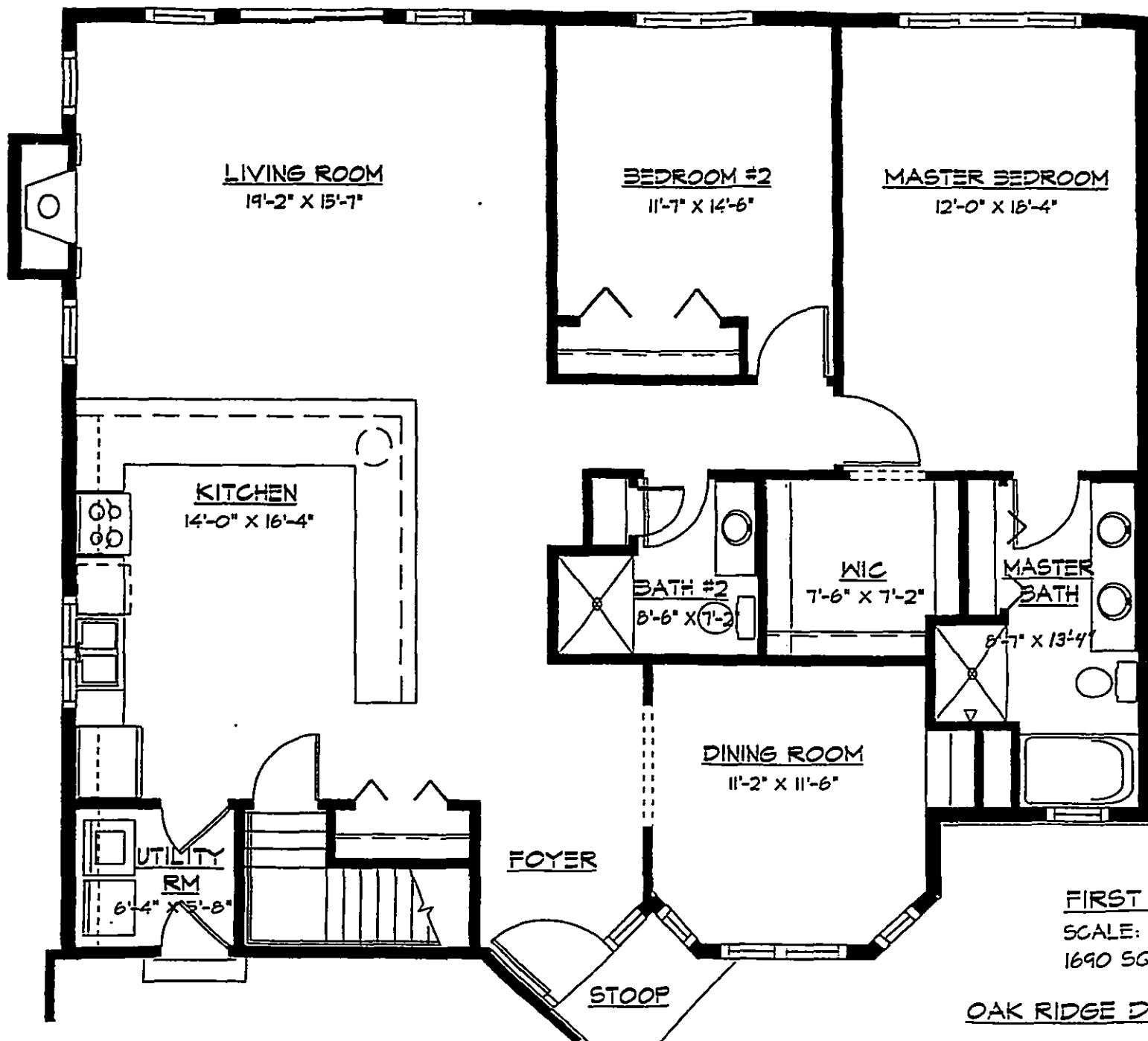
Commencing at the W 1/4 corner of said Section 2; thence S.89°-12'-40"E., 50.01 feet to the easterly right-of-way line of Maple Avenue (CTH E) and the point of beginning; thence N.00°-18'-29"W., 740.15 feet to a point; thence N.86°-44'-04"E., 444.93 feet to a point; thence S.06°-23'-02"W., 326.79 feet to a point; thence N.86°-23'-13"E., 870.13 feet to a point; thence S.00°-27'-52"E., 142.77 feet to a point; thence S.52°-28'-37"E., 289.20 feet to a point; thence N.37°-27'-34"E., 308.35 feet to a point; thence S.65°-19'-46"W., 401.66 feet to a point; thence S.37°-31'-23"W., 204.36 feet to a point; thence N.52°-28'-37"W., 289.20 feet to a point; thence S.20°-09'-52"W., 142.77 feet to a point; thence N.84°-26'-48"W., 207.25 feet to a point; thence S.14°-05'-01"W., 173.07 feet to a point; thence S.89°-37'-56"W., 256.54 feet to a point; thence N.00°-22'-04"W., 249.83 feet to a point being on the east line of Maple Avenue (CTH E); thence N.00°-22'-04"W., 249.83 feet to the point of beginning. Said lands containing 791,937 square feet (18.18 acres).

SURVEYOR'S CERTIFICATE:

I, Norman C. Hanson, do hereby certify that the Condominium Plat of Amendment No. 1 of Oak Ridge Condominium of Hartland, consisting of four sheets, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from the plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible structures.

Dated this 21st day of May, 1997

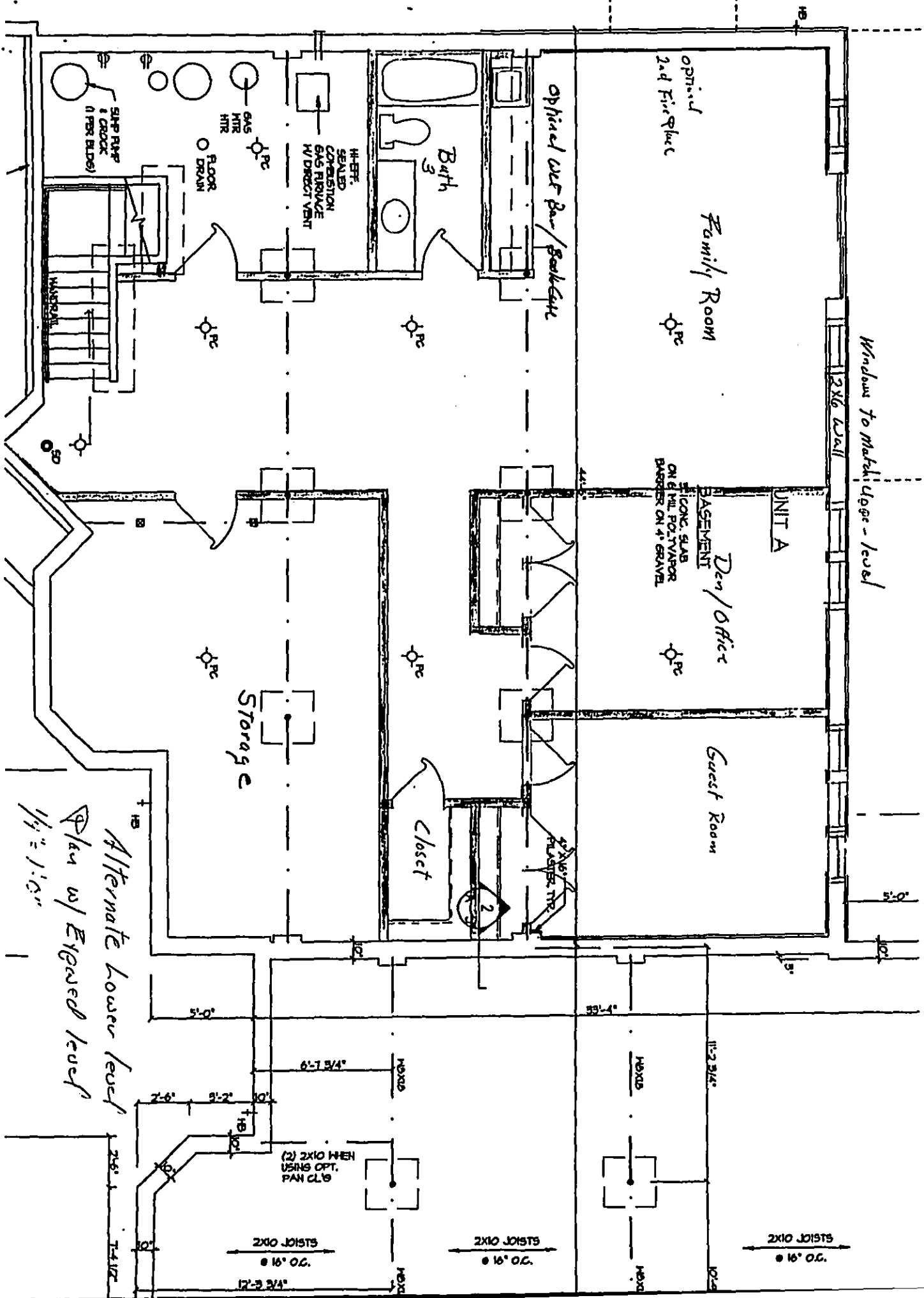




FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
1690 SQUARE FEET

OAK RIDGE DUPLEX CONDOMINIUM

EXHIBIT "1C"



OAK RIDGE CONDOMINIUM

The addresses of each unit for the expansion will be as follows:

<u>Building</u>	<u>Unit</u>	<u>Address</u>
5	4	490 Oak Ridge Avenue
5	3	492 Oak Ridge Avenue
5	2	496 Oak Ridge Avenue
5	1	498 Oak Ridge Avenue
6	4	474 Oak Ridge Avenue
6	3	476 Oak Ridge Avenue
6	2	480 Oak Ridge Avenue
6	1	482 Oak Ridge Avenue
7	4	456 Oak Ridge Avenue
7	3	458 Oak Ridge Avenue
7	2	462 Oak Ridge Avenue
7	1	464 Oak Ridge Avenue
12	1	457 Sunset Trail
12	2	459 Sunset Trail
12	3	463 Sunset Trail
12	4	465 Sunset Trail
13	1	475 Sunset Trail
13	2	477 Sunset Trail
13	3	481 Sunset Trail
13	4	483 Sunset Trail

AMENDMENT TO EXHIBIT "D"

EXHIBIT "1D"

<u>Building</u>	<u>Unit</u>	<u>Address</u>
14	1	493 Sunset Trail
14	2	495 Sunset Trail
14	3	499 Sunset Trail
14	4	501 Sunset Trail
22	2	435 White Oak Trail
22	1	437 White Oak Trail
21	2	451 White Oak Trail
21	1	453 White Oak Trail
20	2	467 White Oak Trail
20	1	469 White Oak Trail
19	2	483 White Oak Trail
19	1	485 White Oak Trail
18	2	499 White Oak Trail
18	1	501 White Oak Trail
17	2	515 White Oak Trail
17	1	517 White Oak Trail
16	2	531 White Oak Trail
16	1	533 White Oak Trail

**ADDENDUM TO PLANNED UNIT DEVELOPMENT AGREEMENT
OAKRIDGE CONDOMINIUM**

Pursuant to Section XX.A. of the Planned Unit Development Agreement Oakridge Condominium dated November 20, 1992, between Oak Tree Ridge, Inc. ("Developer") and the Village of Hartland ("Village"); said Agreement is hereby amended as follows:

1. In the first line of Section II, "82" is changed to "74".
2. Exhibit B (first referred to in Section III.A. of the Agreement) is amended by replacing the previous Grading, Road and Utility Plan and Developmental Phasing Detail with the Grading, Road and Utility Plan dated October 24, 1996, and the Developmental Phasing Detail dated September 18, 1996, and by including plans dated October 24, 1996 for a bypass lane on Maple Avenue. Developer shall, at its own expense, complete said bypass lane no later than May 15, 1997. The parties acknowledge that the third sentence of Section III.A. remains in effect, requiring Developer to construct the secondary means of ingress and egress to Maple Avenue up to the level of maintained first lift of asphalt roadway prior to the issuance of any above-grade building permits for the second and subsequent phases, as those phases are defined in the Development Phasing Detail dated September 18, 1996. In the last sentence of Section III.A., Developer will be required to keep a maintained first lift of asphalt roadway for the secondary means of ingress and egress to Maple Avenue until construction is completed and final paving is installed for both phases II and III. Final lift of asphalt for phases II, III and IV will be no later than 3 years after the first lift of asphalt was installed for each of the respective phases. The Water Main Looping described in Exhibit B must be completed prior to the installation of first lift of asphalt for Phase II.

3. Developer shall replace or supplement the street trees between street curb and path with street trees consistent with Village standards, and all to the satisfaction of the Director of Public Works.

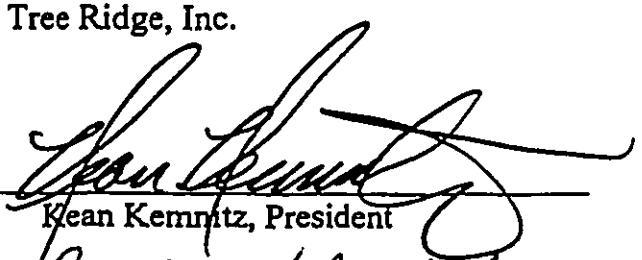
4. Developer may construct and occupy buildings 16 and 17 on White Oak Trail prior to installation of a first lift of asphalt on the portion of White Oak Trail not abutting these two buildings. However, all of White Oak Trail must be installed with a first lift of asphalt prior to occupancy of any building numbered 18 through 22. Occupancy will not be allowed for buildings numbered 11 through 13 until a first lift of asphalt has been installed on the entire Sunset Trail. A first lift of asphalt must be installed on the entire Oak Ridge Drive prior to occupancy of building 5. All references to building numbers are based upon the numbering contained in Exhibit B, as amended.

5. All other terms of the Agreement remain unchanged and in full effect.

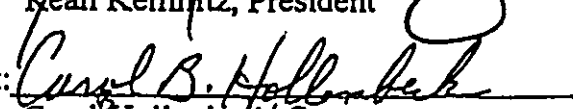
Dated this 19 day of November, 1996.

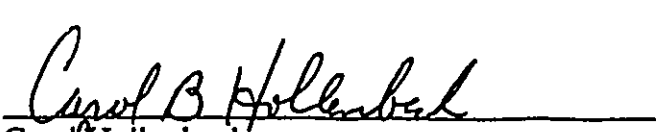
Oak Tree Ridge, Inc.

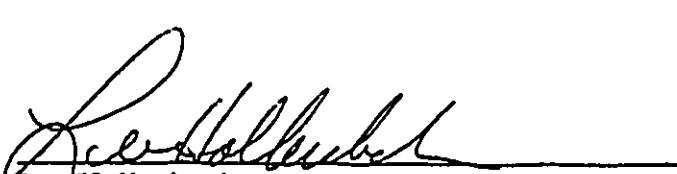
By:


Kean Kemnitz, President

Attest:


Carol Hollenbeck, Secretary


Carol Hollenbeck


Lee Hollenbeck

Village of Hartland

By: David Lamerand
David Lamerand, President

Attest: Connie Casper
Connie Casper, Village Clerk

This document drafted by:

Attorney Steven J. Vatndal
de la Mora & de la Mora
15255 Watertown Plank Road
Elm Grove, WI 53122

attest to the fact that the foregoing is a true and correct copy of the original as the same appears in the records of the Village of Hartland

LEGAL DESCRIPTION OF FUTURE EXPANSION

Being all that part of CSM No. 6932, located in the SW 1/4 of the NW 1/4 of Section 2, T7N, R18E, Village of Hartland, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the West 1/4 corner of said Section 2; thence N.00°-18'-29"W., along the West line of said Section 2, 736.61 feet to a point on the North line of said CSM; thence N.86°-44'-00"E., 495.00 feet to the point of beginning; thence N.86°-37'-27"E., 270.03 feet to a point; thence N.58°-49'-46"E., 320.00 feet to a point; thence N.36°-41'-04"E., 54.83 feet to a point; thence N.86°-44'-04"E., 22.08 feet to a point; thence S.00°-28'-40"E., 18.00 feet to a point; thence N.86°-44'-04"E., 230.00 feet to a point; thence S.00°-27'-34"E., 491.78 feet to a point; thence S.86°-23'-13"W., 870.13 feet to a point; thence N.06°-25'-02"E., 326.79 feet to the place of beginning. Said lands containing 342,465 square feet (7.86 acres).

2229220

SECOND AMENDMENT TO DECLARATION
OF COAL ROOF CO-OWNERSHIP OF MARLAND

2229220

Document Number

Document Title

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS
RECORDED ON

97 JUL 14 AM 11:48

REEL 2472 IMAGE 0360

REGISTER OF DEEDS

Recording Area

Name and Return Address

WM A. SWENSON

P.O. BOX 123

OQUADOMOC, WI 53066-0123

5793 F. WAHA

18-

Parcel Identification Number (PIN)

420
18-

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee, Wisconsin Statutes, §9.517. WRDA 2/96

**SECOND AMENDMENT TO DECLARATION
OF OAK RIDGE CONDOMINIUM OF HARTLAND**

This Second Amendment is made according to Sections 703.09(2) of the Condominium Ownership Act of the State of Wisconsin on this 26th day of June, 1997, by Oak Tree Ridge, Inc., a Wisconsin corporation, ("Declarant"), who is the owner of more than two-thirds of the units.

Declarant recorded a Declaration of Condominium of Oak Ridge Condominium of Hartland in the office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 1806135 (the "Declaration"), which subjected certain property in the Village of Hartland, Waukesha County, Wisconsin, to the Condominium Ownership Act (the "Act"). This Amendment is made for the sole purpose of correcting the legal descriptions.

Section I. Exhibit "A" of the Declaration is replaced with attached Exhibit "2 A" as if it were the Exhibit "A" on the date of recording of the Declaration.

Section II. Exhibit "E" of the Declaration is replaced with attached Exhibit "2 E" as if it were the Exhibit "E" on the date of recording of the Declaration.

Section III. Except as otherwise stated herein, the provisions of the Declaration and the Restated First Amendment to the Declaration shall remain unchanged and in full force and effect.

Executed this 26th day of June, 1997.

OAK TREE RIDGE, INC.

By: _____

Kean F. Kemnitz, President

By: _____

Carol B. Hollenbeck, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this 26th day of June, 1997, the above named Kean F. Kemnitz, President and Carol B. Hollenbeck, Secretary of Oak Tree Ridge, Inc., to me known to be the persons who executed the foregoing ~~First~~ Amendment to Declaration of Oak Ridge Condominium of Hartland and acknowledge the same.

William A. Swendson

Notary Public, State of Wisconsin

My commission: is permanent



CONSENT OF MORTGAGEE

The undersigned as Mortgagee of the property as defined above, hereby consents to the terms of the above ~~First~~^{Second} Amendment to Declaration of Condominium of Oak Ridge Condominium of Hartland and acknowledges that, upon recording of such Amendment, lien of its mortgage shall attach to the units added thereby and to their pertinent interest in the common elements of the condominium.

Executed as of this 26th day of June, 1997.

M & I LAKE COUNTRY BANK

By: Michael A. Stratton
Michael A. Stratton, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this 26th day of June, 1997, the above named Michael A. Stratton, Vice President of M & I Lake Country Bank, to me known to be the person who executed the foregoing Consent to the ~~First~~^{Second} Amendment to Declaration of Oak Ridge Condominium of Hartland and acknowledge the same.

James Kullers
Notary Public, State of Wisconsin

My commission: Exp 10-11-98

This instrument was drafted by and
should be returned to:

William A. Swendson
P.O. Box 123
Oconomowoc, WI 53066-0123.

Being a part of Lot 1 of Certified Survey Map No. 6932, Document No. 1793454, located in the SW 1/4 of the NW 1/4 and in the NW 1/4 of the SW 1/4, all in Section 2, T7N, R18E, Village of Hartland, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the West 1/4 corner of said Section 2; thence S.00°-22'-04"E., along the West line of said SW 1/4 and the centerline of Maple Avenue (C.T.H. "E"), 250.84 feet to a point; thence N.89°-37'-56"E., 50.00 feet to a point being on the easterly right-of-way line of Maple Avenue (C.T.H. "E") and the point of beginning of the hereinafter described lands; thence continuing N.89°-37'-56"E., 256.54 feet to a point; thence N.14°-05'-01"E., 173.07 feet to a point; thence S.84°-26'-48"E., 207.25 feet to a point; thence N.20°-09'-52"E., 142.77 feet to a point; thence S.52°-28'-37"E., 289.20 feet to a point being on the easterly line of Lot 1 of Certified Survey Map No. 6392; thence along the easterly and southerly lines of said Lot 1 on the following described courses S.37°-31'-23"W., 199.98 feet to a point; thence S.03°-15'-33"W., 217.02 feet to a point; thence S.31°-33'-51"W., 210.34 feet to a point; thence West, 27.50 feet to a point; thence N.28°-10'-00"W., 110.03 feet to a point; thence N.64°-29'-15"W., 95.04 feet to a point; thence N.83°-42'-15"W., 138.32 feet to a point; thence S.36°-03'-20"W., 166.30 feet to a point; thence West, 49.00 feet to a point; thence N.50°-57'-30"W., 112.51 feet to the SW corner of said Lot 1 and the terminus of said easterly and southerly lot lines and the easterly right-of-way line of Maple Avenue (C.T.H. "E"); thence N.00°-22'-04"W., along said easterly right-of-way line, 357.65 feet to the place of beginning. Said lands containing a total area of 323,984 square feet (7.43 acres).

LEGAL DESCRIPTION OF EXPANSION REAL ESTATE

Being a part of Lot 1 of Certified Survey Map No. 6392, Document No. 1793454, located in the SW 1/4 of the NW 1/4 and in the NW 1/4 of the SW 1/4, all in Section 2, T7N, R18E, Village of Hartland, Waukesha County, WI, more fully described as follows:

Commencing at the West 1/4 corner of said Section 2; thence N.00°-18'-29"W., along the west line of said NW 1/4 and centerline of Maple Avenue (C.T.H. "E"), 736.61 feet to a point; thence N.86°-44'-04"E., 50.07 feet to a point being on the easterly right-of-way line of Maple Avenue (C.T.H. "E") and the NW corner of Lot 1 of Certified Survey Map No. 6392 and the point of beginning of the hereinafter described lands; thence along the northerly and easterly lot lines of said Lot 1 along the following described courses, N.86°-44'-04"E., 444.93 feet to a point; thence N.00°-18'-29"W., 0.52 feet to a point; thence N.86°-44'-04"E., 270.00 feet to a point; thence N.58°-49'-46"E., 320.00 feet to a point; thence N.36°-41'-04"E., 54.83 feet to a point; thence N.86°-44'-04"E., 22.08 feet to a point; thence S.00°-26'-40"E., 18.00 feet to a point; thence N.86°-44'-04"E., 230.00 feet to the NE corner of said Lot 1; thence S.00°-27'-34"E., 800.14 feet to a point; thence S.65°-19'-46"W., 401.66 feet to a point; thence S.37°-31'-23"W., 204.36 feet to the terminus of said northerly and easterly lot lines; thence N.52°-28'-37"W., 289.20 feet to a point; thence S.20°-09'-52"W., 142.77 feet to a point; thence N.84°-26'-48"W., 207.25 feet to a point; thence S.14°-05'-01"W., 173.07 feet to a point; thence S.89°-37'-56"W., 256.54 feet to a point being on the easterly right-of-way line of Maple Avenue (C.T.H. "E") and the westerly line of said Lot 1; thence N.00°-22'-04"W., along said easterly right-of-way line, 249.83 feet to a point; thence N.00°-18'-29"W., along said easterly right-of-way line, 740.15 feet to the NW corner of said Lot 1 and the place of beginning. Said lands containing a total area of 1,134,492 square feet (26.04 acres).

2229221

RE-STATE^{*} FIRST AMENDMENT TO
DECLARATION OF OAK RIDGE CONDOMINIUM
OF HAZELAND

Document Number

Document Title

2229221

REGISTERED OFFICE
WAUKESHA COUNTY, WIS. } SS

97 JUL 14 AM 11:48
REEL 2472 IMAGE 0365

[Signature]
REGISTER OF DEEDS

5793 F. WANA

✓2

Recording Area

Name and Return Address

WM A. SWENSON
P.O. Box 123

DODDMAN, WI 53066-0123

Parcel Identification Number (PIN)

* TO CORRECT A SCRIVENERS ERROR IN ORIGINAL FIRST AMENDMENT
RECORDED IN WAUKESHA COUNTY REEL 2446 IMAGE 1236 AS DOCUMENT NO. 2218204

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee, Wisconsin Statutes, 59.517. WRDA 2/96

rel
42

**RESTATED
FIRST AMENDMENT TO DECLARATION
OF OAK RIDGE CONDOMINIUM OF HARTLAND**

This First Amendment is made according to Section 703.26 of the Condominium Ownership Act of the State of Wisconsin on this 26th day of June, 1997, by Oak Tree Ridge, Inc., a Wisconsin corporation, ("Declarant").

Declarant recorded a Declaration of Condominium of Oak Ridge Condominium of Hartland in the office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 1806135 (the "Declaration"), which subjected certain property in the Village of Hartland, Waukesha County, Wisconsin, to the Condominium Ownership Act (the "Act"). In Article 22 of the Declaration, Declarant reserved the right to expand the condominium by subjecting to the Declaration part or all of the real estate described in Exhibit "E" of the Declaration ("the Expansion Real Estate") and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the expansion real estate described in Exhibit 1A (the "Phase II property") and to construct thereon buildings and units together with further landscaped areas, walkways, driveways, fixtures, parking areas and subservice utility improvements. The Phase II property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "condominium". As used herein, the term "unit owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

Declarant, pursuant to Article 22 of the Declaration hereby submits the Phase II property described in Exhibit 1A and improvements thereon to the Act and the Declaration as though fully set forth therein at the time of the recording of the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Planned Unit Development Agreement (Exhibit F to the Declaration), Amendment to the Planned Unit Development Agreement attached as Exhibit 1F, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone, cable TV, any water utilities, all other matters of record and the following restrictions and conditions:

Section I. Article 2(b) of the Declaration is amended to add that the perimeter boundaries and building plans for the Phase II property are shown on the Condominium Plat of Amendment No. 1 to Oak Ridge Condominium of Hartland (attached as Exhibit 1B). Standard floor plans for the duplex unit which are a part of the Phase II property are attached as Exhibit 1C.

Section II. Article 3 of the Declaration is amended to provide that the addresses for the Phase II property are attached as Exhibit 1D to this First Amendment to Declaration of Condominium. Article 5.1 is amended to provide that each unit of the Phase II property is identified by its own street address as set forth in the attached Exhibit 1D.

Section III. Article 4 of the Declaration is amended to provide that Oak Ridge Condominium of Hartland will consist of two phases. Phase I consists of five buildings on the real estate described in Exhibit A to the Declaration containing a total of 20 units. Phase II will consist of 14 buildings on the real estate described in Exhibit 1A attached to this First Amendment to Declaration of Condominium consisting of a total of 40 units. The duplex units in the Phase II property have floor plans as shown in attached Exhibit 1C to this First Amendment to Declaration of Condominium. The construction

details and locations of the various buildings and units may vary from the Condominium Plat of Amendment No. 1 to Oak Ridge Condominium of Hartland and the floor plans. Declarant specifically reserves the right to change the construction details and locations of the various buildings and units. Complete construction details of the buildings and units are available for inspection at the office of the Declarant.

Section IV. Article 8 of the Declaration is amended to provide that the percentage of undivided ownership interest in the common elements and limited common elements pertaining to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be one-sixtieth (1/60).

Section V. Exhibits A, B, C, D, E and F to the Declaration are hereby further amended and expanded to include Exhibits 1A, 1B, 1C, 1D, 1E and 1F attached to this First Amendment to Declaration of Condominium.

Section VI. By Declarant's submission of the Phase II property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in the Declaration. DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATIONS THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. The remaining expansion real estate is shown in Exhibit 1B.

Section VII. Except as otherwise stated herein, the provisions of the Declaration shall remain unchanged and in full force and effect.

Executed this 26th day of June, 1997.

OAK TREE RIDGE, INC.

By: _____

Kean F. Kemnitz, President

By: _____

Carol B. Hollenbeck, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this 26th day of June, 1997, the above named Kean F. Kemnitz, President and Carol B. Hollenbeck, Secretary of Oak Tree Ridge, Inc., to me known to be the persons who executed the foregoing First Amendment to Declaration of Oak Ridge Condominium of Hartland and acknowledge the same.

Notary Public, State of Wisconsin

My commission: is permanent

CONSENT OF MORTGAGEE

The undersigned as Mortgagee of the property as defined above, hereby consents to the terms of the above First Amendment to Declaration of Condominium of Oak Ridge Condominium of Hartland and acknowledges that, upon recording of such Amendment, lien of its mortgage shall attach to the units added thereby and to their pertinent interest in the common elements of the condominium.

Executed as of this 26th day of June, 1997.

M & I LAKE COUNTRY BANK

By: *Michael A. Stratton*
Michael A. Stratton, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this 26th day of June, 1997, the above named Michael A. Stratton, Vice President of M & I Lake Country Bank, to me known to be the person who executed the foregoing Consent to the First Amendment to Declaration of Oak Ridge Condominium of Hartland and acknowledge the same.

Jessica Kauten
Notary Public, State of Wisconsin

My commission: Exp 10-11-98

This instrument was drafted by and
should be returned to:

William A. Swendson
P.O. Box 123
Oconomowoc, WI 53066-0123.

Legal Description of the Phase II Property

Being a part of Lot I of CSM No. 6932, Document No. 1793454, located in the SW 1/4 of the NW 1/4 and in the NW 1/4 of the SW 1/4 of Section 2, T7N, R18 E, Village of Hartland, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the W 1/4 corner of said Section 2; thence S.89°-12'-40"E., 50.01 feet to the easterly right-of-way line of Maple Avenue (CTH E) and the point of beginning; thence N.00°-18'-29"W., 740.15 feet to a point; thence N86°-44'-04"E., 444.93 feet to a point; thence S.06°-25'-02"W., 326.79 feet to a point; thence N86°-23'-13"E., 870.13 feet to a point; thence S.00°-27'-52"E., 308.35 feet to a point; thence S.65°-19'-46"W., 401.66 feet to a point; thence S.37°-31'-23" W., 204.36 feet to a point; thence N.52°-28'-37"W., 289.20 feet to a point; thence S.20°-09'-52"W., 142.77 feet to a point; thence N.84°-26'-48"W., 207.25 feet to a point; thence S.14°-05'-01"W., 173.07 feet to a point; thence S.89°-37'-56"W., 256.54 feet to a point; thence N.00°-22'-04"W., 249.83 feet to a point being on the east line of Maple Avenue (CTH E); thence N.00°-22'-04"W., 249.83 feet to the point of beginning. Said lands containing 791,957 square feet (18.18 acres).

Exhibit "I A"

CONDOMINIUM PLAT OF AMENDMENT NO. 1 TO OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6932, DOCUMENT NO. 1783464, LOCATED IN THE SW 1/4 OF THE NW 1/4, AND IN THE NW 1/4 OF THE SW 1/4, ALL IN SECTION 2, T7N, R18E, VILLAGE OF HARTLAND, WAUKESHA CO., WI

LEGEND
B - CONC. WOK. W/ BRASS CAP



SCALE 1" = 160'

SURVEYOR'S CERTIFICATE:

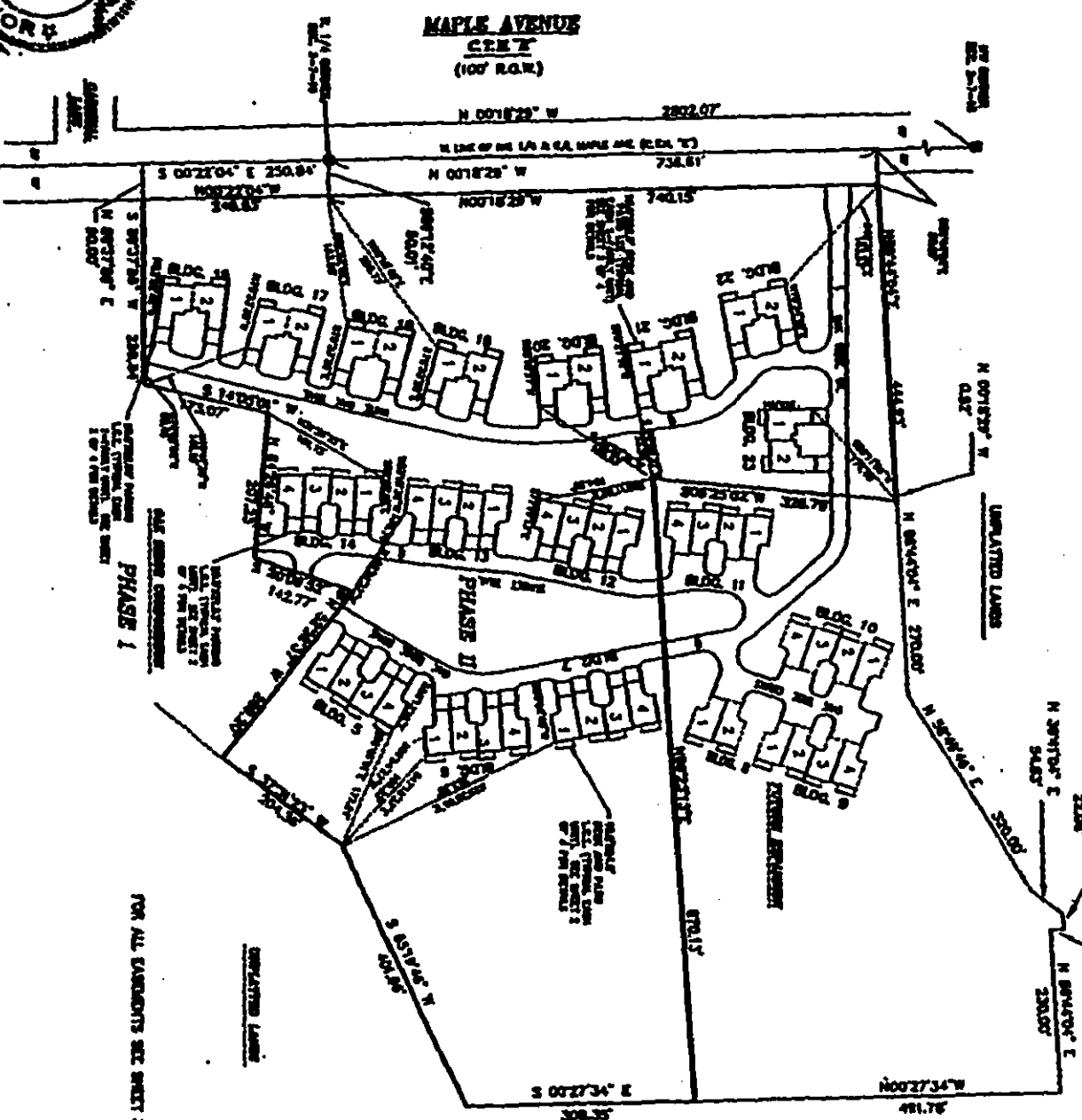
I, James C. Hanson, do hereby certify that the Condominium Plan of Amendment No. 1 to the Oak Ridge Condominium of Hartland, Wisconsin, as shown on the attached map, is a true and correct copy of the original plan as filed in the Office of the Register of Deeds for the County of Waushara, Wisconsin, and that the same conforms to the requirements of the Wisconsin Statutes relating to the recording of condominium plans.

Witness my hand and seal of office this 21st day of July, 1955



THIS AMENDMENT DRAFTED BY JAMES C. HANSON

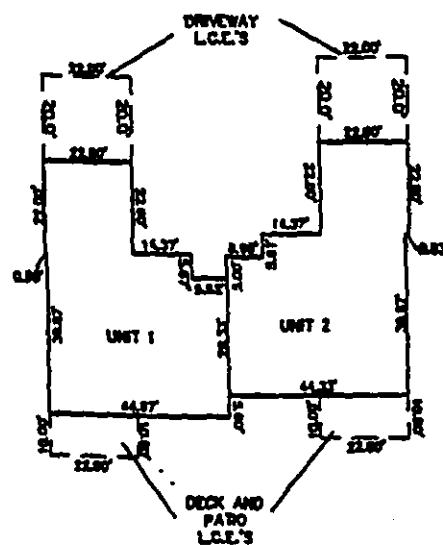
FOR ALL CONDITIONS SEE SHEET 3 OF 4



BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6932, DOCUMENT NO. 1793454,
LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI

LIMITED COMMON ELEMENT (L.C.E.) DETAIL

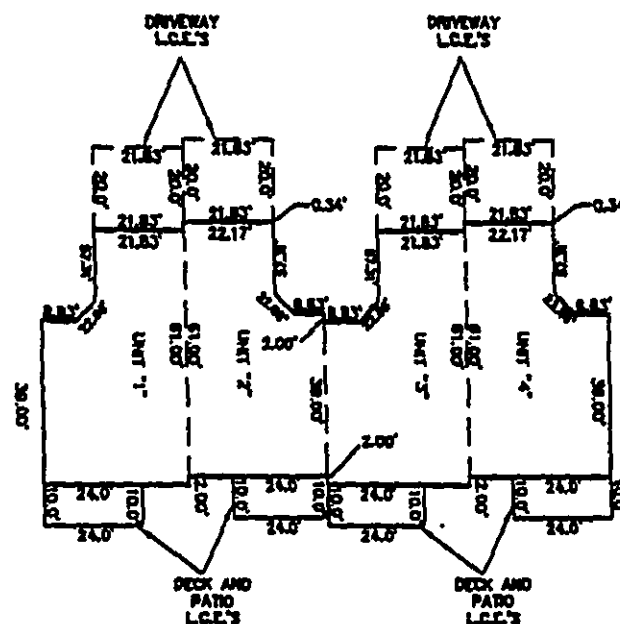
SCALE: 1" = 30'



NOTE: DECK L.C.E. TYPICAL ON MAIN (UPPER) LEVEL OF EACH UNIT.
PADO L.C.E. TYPICAL ON LOWER LEVEL OF EACH UNIT.

LIMITED COMMON ELEMENT (L.C.E.) DETAIL

SCALE: 1" = 30'

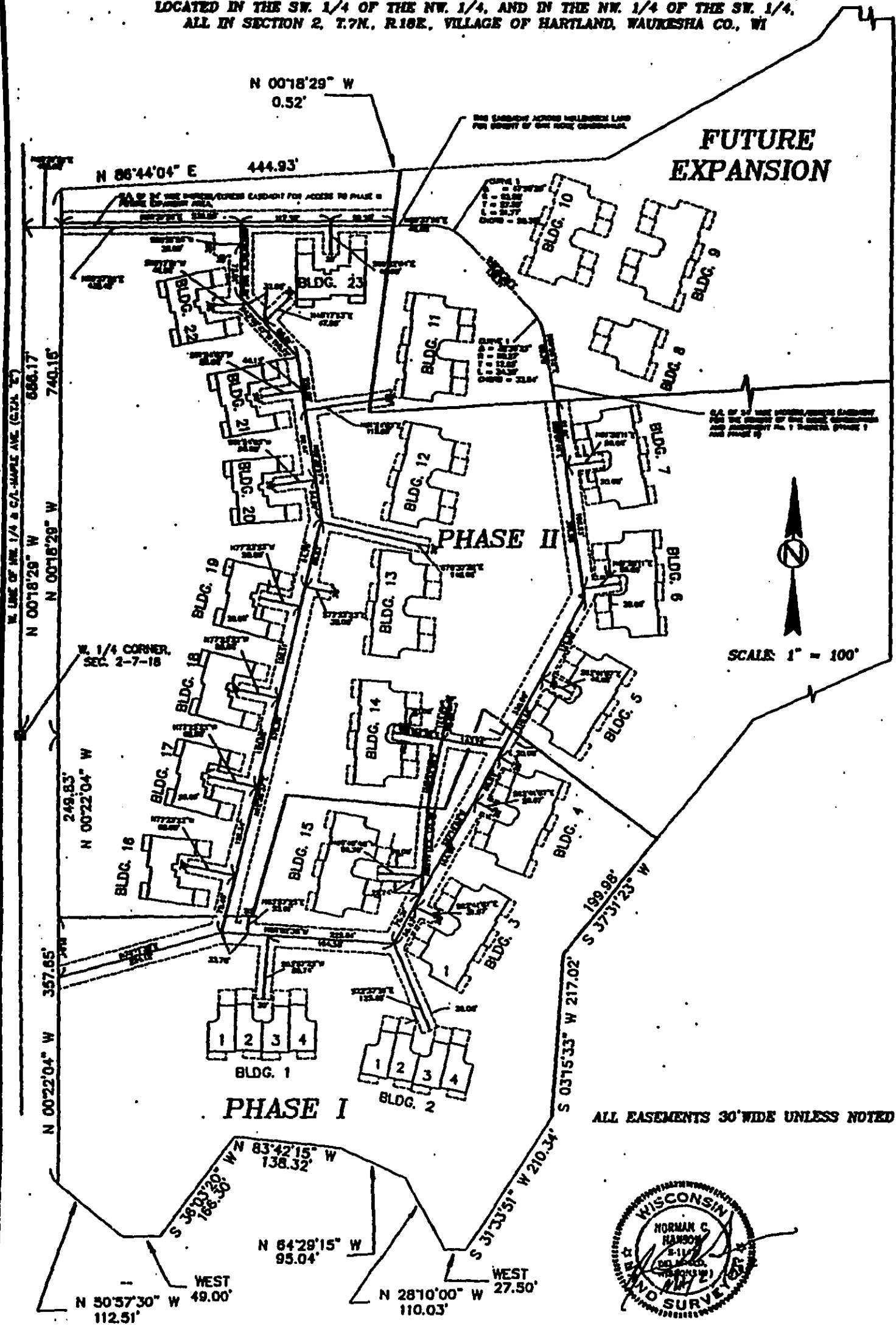


L.C.E. DIMENSIONS ARE TYPICAL
FOR ALL UNITS IN BOTH 2-UNIT AND
4-UNIT BUILDINGS.

NOTE: DECK L.C.E. TYPICAL ON MAIN (UPPER) LEVEL OF EACH UNIT.
PATIO L.C.E. TYPICAL ON LOWER LEVEL OF EACH UNIT.



CONDOMINIUM PLAT OF AMENDMENT NO. 1 TO OAK RIDGE CONDOMINIUM OF HARTLAND
BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8832, DOCUMENT NO. 1783454,
LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI



CONDOMINIUM PLAT OF AMENDMENT NO. 1 TO OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6932, DOCUMENT NO. 1793454,
LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI

May 21, 1997
Project No. 10613

LEGAL DESCRIPTION FOR CONDOMINIUM PLAT OF AMENDMENT NO. 1 TO OAK RIDGE CONDOMINIUM OF HARTLAND

Being a part of Lot 1 of CSM No. 6932, Document No. 1793454, located in the SW 1/4 of the
NW 1/4 and in the NW 1/4 of the SW 1/4 of Section 2, T7N, R18E, Village of Hartland,
Waukesha County, Wisconsin, more fully described as follows:

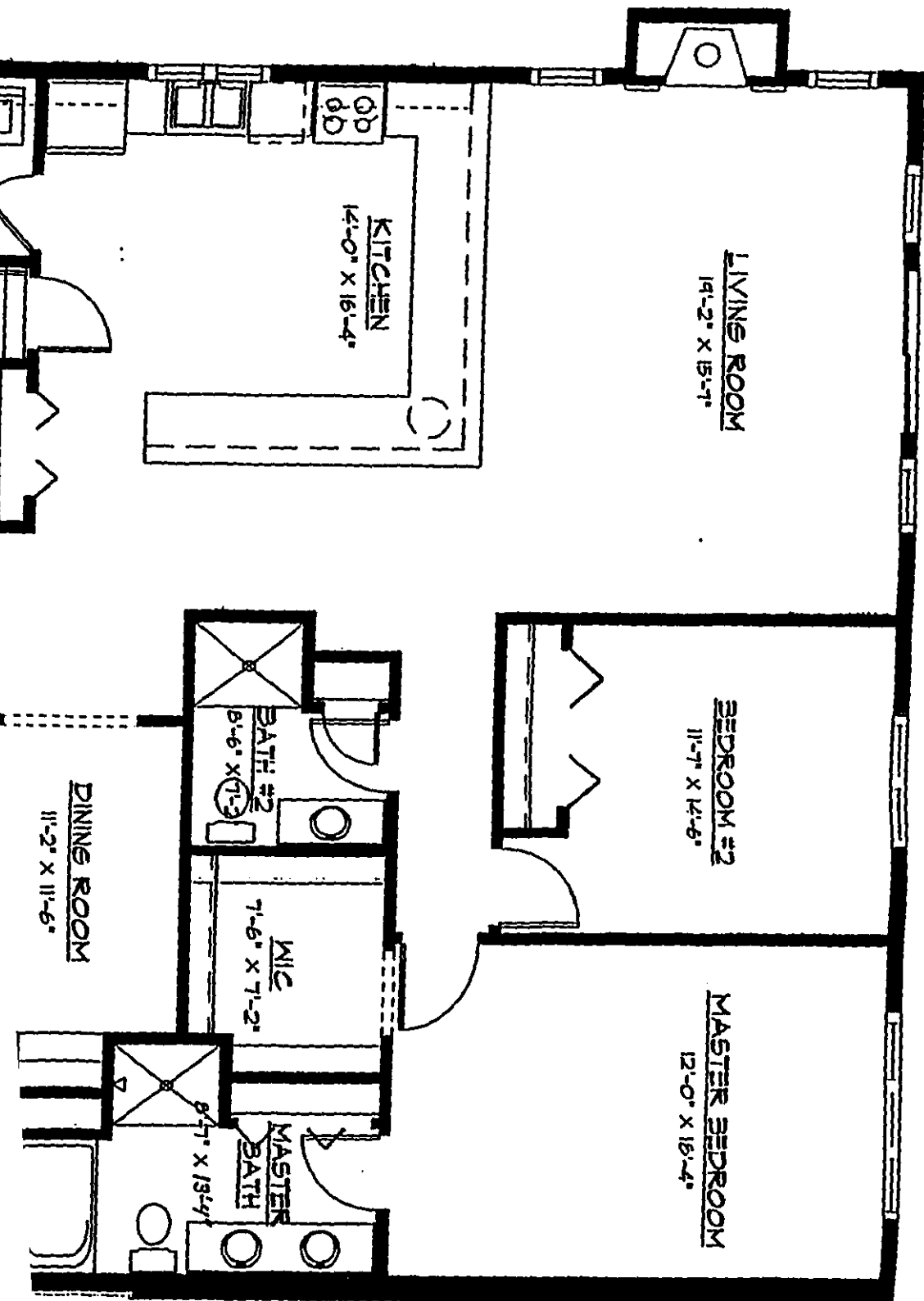
Commencing at the W 1/4 corner of said Section 2; thence S.89°-12'-40"E., 50.01 feet to the
easterly right-of-way line of Maple Avenue (CTH E) and the point of beginning; thence N.00°-
18'-29"W., 740.15 feet to a point; thence N.86°-44'-04"E., 444.93 feet to a point; thence S.06°-
25'-02"W., 326.79 feet to a point; thence N.84°-23'-13"E., 870.13 feet to a point; thence S.00°-
27'-32"E., 142.77 feet to a point; thence S.52°-28'-37"E., 289.20 feet to a point; thence N.37°-
27'-34"E., 308.35 feet to a point; thence S.65°-19'-46"W., 401.66 feet to a point; thence S.37°-
31'-23"W., 204.36 feet to a point; thence N.52°-28'-37"W., 289.20 feet to a point; thence S.20°-
09'-52"W., 142.77 feet to a point; thence N.84°-26'-48"W., 207.23 feet to a point; thence S.14°-
03'-01"W., 173.07 feet to a point; thence S.89°-37'-36"W., 236.34 feet to a point; thence N.00°-
22'-04"W., 249.83 feet to a point being on the east line of Maple Avenue (CTH E); thence
N.00°-22'-04"W., 249.83 feet to the point of beginning. Said lands containing 791,957 square
feet (18.18 acres).

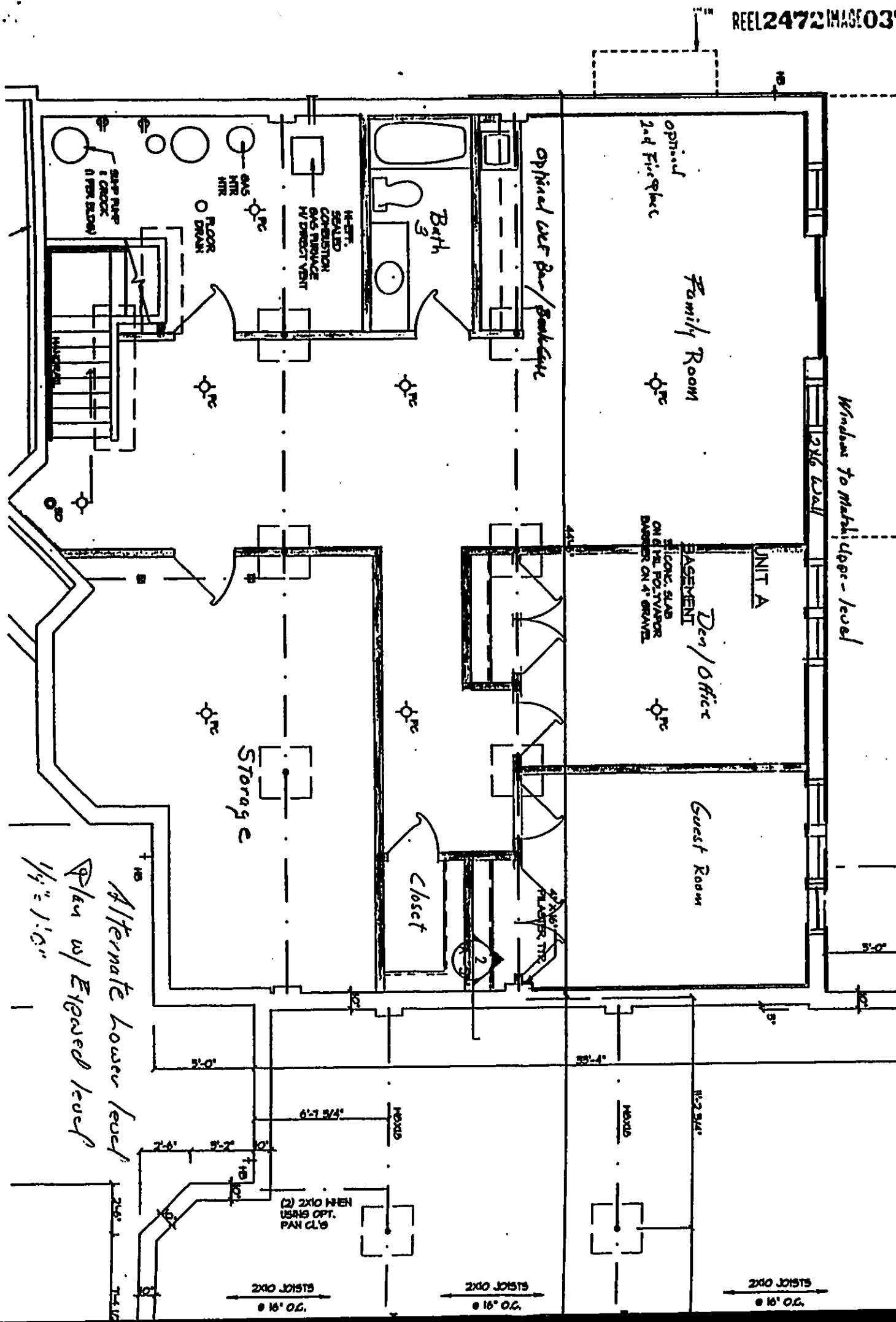
SURVEYOR'S CERTIFICATE:

I, Norman C. Hanson, do hereby certify that the Condominium Plat of Amendment
No. 1 of the Oak Ridge Condominium of Hartland, Wisconsin, is a true and
correct representation of the actual survey and the location of the
boundaries of each unit and the common elements can be determined from the
plat. I further certify that I have surveyed the above described property and
that the above map is a true representation thereof and shows the site and
location of the property, its exterior boundaries, and the location of all other
structures.

Dated this 21st day of May 1997







OAK RIDGE CONDOMINIUM

The addresses of each unit for the expansion will be as follows:

<u>Building</u>	<u>Unit</u>	<u>Address</u>
5	4	490 Oak Ridge Drive
5	3	492 Oak Ridge Drive
5	2	496 Oak Ridge Drive
5	1	498 Oak Ridge Drive
6	4	474 Oak Ridge Drive
6	3	476 Oak Ridge Drive
6	2	480 Oak Ridge Drive
6	1	482 Oak Ridge Drive
7	4	456 Oak Ridge Drive
7	3	458 Oak Ridge Drive
7	2	462 Oak Ridge Drive
7	1	464 Oak Ridge Drive
12	1	457 Sunset Trail
12	2	459 Sunset Trail
12	3	463 Sunset Trail
12	4	465 Sunset Trail
13	1	475 Sunset Trail
13	2	477 Sunset Trail
13	3	481 Sunset Trail
13	4	483 Sunset Trail

AMENDMENT TO EXHIBIT "D"

EXHIBIT "1D"

<u>Building</u>	<u>Unit</u>	<u>Address</u>
14	1	493 Sunset Trail
14	2	495 Sunset Trail
14	3	499 Sunset Trail
14	4	501 Sunset Trail
23	2	315 Oak Ridge Drive
23	1	313 Oak Ridge Drive
22	2	435 White Oak Trail
22	1	437 White Oak Trail
21	2	451 White Oak Trail
21	1	453 White Oak Trail
20	2	467 White Oak Trail
20	1	469 White Oak Trail
19	2	483 White Oak Trail
19	1	485 White Oak Trail
18	2	499 White Oak Trail
18	1	501 White Oak Trail
17	2	515 White Oak Trail
17	1	517 White Oak Trail
16	2	531 White Oak Trail
16	1	533 White Oak Trail

LEGAL DESCRIPTION OF FUTURE EXPANSION

Being all that part of CSM No. 6932, located in the SW 1/4 of the NW 1/4 of Section 2, T7N, R18E, Village of Hartland, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the West 1/4 corner of said Section 2; thence N.00°-18'-29"W., along the West line of said Section 2, 736.61 feet to a point on the North line of said CSM; thence N.86°-44'-00"E., 495.00 feet to the point of beginning; thence N.86°-37'-27"E., 270.03 feet to a point; thence N.58°-49'-46"E., 320.00 feet to a point; thence N.36°-41'-04"E., 54.83 feet to a point; thence N.86°-44'-04"E., 22.08 feet to a point; thence S.00°-28'-40"E., 18.00 feet to a point; thence N.86°-44'-04"E., 230.00 feet to a point; thence S.00°-27'-34"E., 491.78 feet to a point; thence S.86°-23'-13"W., 870.13 feet to a point; thence N.06°-25'-02"E., 326.79 feet to the place of beginning. Said lands containing 342,465 square feet (7.86 acres).

**ADDENDUM TO PLANNED UNIT DEVELOPMENT AGREEMENT
OAKRIDGE CONDOMINIUM**

Pursuant to Section XX.A. of the Planned Unit Development Agreement Oakridge Condominium dated November 20, 1992, between Oak Tree Ridge, Inc. ("Developer") and the Village of Hartland ("Village"); said Agreement is hereby amended as follows:

1. In the first line of Section II, "82" is changed to "74".
2. Exhibit B (first referred to in Section III.A. of the Agreement) is amended by replacing the previous Grading, Road and Utility Plan and Developmental Phasing Detail with the Grading, Road and Utility Plan dated October 24, 1996, and the Developmental Phasing Detail dated September 18, 1996, and by including plans dated October 24, 1996 for a bypass lane on Maple Avenue. Developer shall, at its own expense, complete said bypass lane no later than May 15, 1997. The parties acknowledge that the third sentence of Section III.A. remains in effect, requiring Developer to construct the secondary means of ingress and egress to Maple Avenue up to the level of maintained first lift of asphalt roadway prior to the issuance of any above-grade building permits for the second and subsequent phases, as those phases are defined in the Development Phasing Detail dated September 18, 1996. In the last sentence of Section III.A., Developer will be required to keep a maintained first lift of asphalt roadway for the secondary means of ingress and egress to Maple Avenue until construction is completed and final paving is installed for both phases II and III. Final lift of asphalt for phases II, III and IV will be no later than 3 years after the first lift of asphalt was installed for each of the respective phases. The Water Main Looping described in Exhibit B must be completed prior to the installation of first lift of asphalt for Phase II.

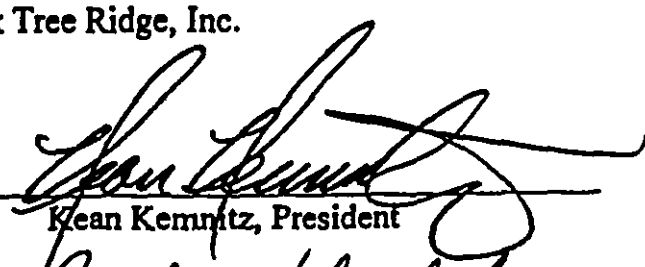
3. Developer shall replace or supplement the street trees between street curb and path with street trees consistent with Village standards, and all to the satisfaction of the Director of Public Works.

4. Developer may construct and occupy buildings 16 and 17 on White Oak Trail prior to installation of a first lift of asphalt on the portion of White Oak Trail not abutting these two buildings. However, all of White Oak Trail must be installed with a first lift of asphalt prior to occupancy of any building numbered 18 through 22. Occupancy will not be allowed for buildings numbered 11 through 13 until a first lift of asphalt has been installed on the entire Sunset Trail. A first lift of asphalt must be installed on the entire Oak Ridge Drive prior to occupancy of building 5. All references to building numbers are based upon the numbering contained in Exhibit B, as amended.

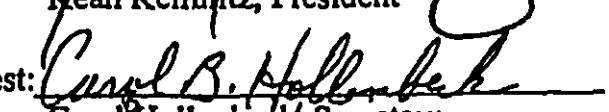
5. All other terms of the Agreement remain unchanged and in full effect.

Dated this 19 day of November, 1996.

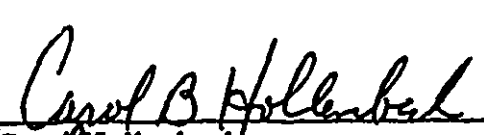
Oak Tree Ridge, Inc.

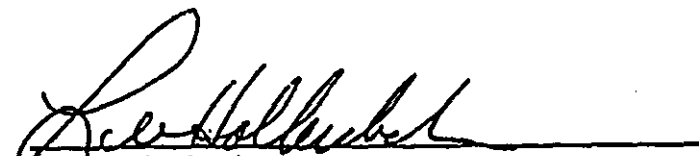
By: 

Kean Kemnitz, President

Attest: 

Carol Hollenbeck, Secretary


Carol Hollenbeck


Lee Hollenbeck

Village of Hartland

By: David Lamerand
David Lamerand, President

Attest: Connie Casper
Connie Casper, Village Clerk

This document drafted by:

Attorney Steven J. Vatndal
de la Mora & de la Mora
15255 Watertown Plank Road
Elm Grove, WI 53122

attest to the fact that the foregoing is a true and correct copy of the original as shown to me by the undersigned



WC2595869-012

OCT 6 00 0 0 0 9 5 3

THIRD AMENDMENT TO DECLARATION OF OAK
RIDGE CONDOMINIUM OF HARTLAND

2595869

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

10-06-2000 3:48 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE:	26.00
REC. FEE-CD:	4.00
REC. FEE-ST:	2.00
TRAN. FEE:	
TRAN. FEE-STATE:	
PAGES:	12

This Third Amendment is made according to Section 703.26 of the Condominium Ownership Act of the State of Wisconsin on this ____ day of October, 2000, by Oak Tree Ridge, Inc., a Wisconsin Corporation ("Declarant").

Declarant recorded a Declaration of Condominium of Oak Ridge Condominium of Hartland in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 1806135 (the "Declaration"), which subjected certain property in the Village of Hartland, Waukesha County, Wisconsin, to the Condominium Ownership Act (the "Act"). In Article 22 of the Declaration, Declarant reserved the right to expand the condominium by subjecting to the Declaration part or all of the real estate described in Exhibit "E" of the Declaration ("the expansion real estate") as amended by the Second Amendment to Declaration of Oak Ridge Condominium of Hartland recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 2218204 and constructing buildings, units and other improvements thereon.

Declarant recorded the First Amendment to Declaration of Oak Ridge Condominium of Hartland in the Office of the Register of Deeds for Waukesha, Wisconsin, as Document No. 2218204 ("First Amendment"), which subjected a portion of the Expansion Real Estate to the Act.

Declarant now desires to subject to the Declaration the remaining portion of the Expansion Real Estate described in Exhibit 3A (the "Phase III Property") and to construct thereon buildings and units together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-service utility improvements. The Phase III Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium". As used herein, the term "Unit Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, and unless otherwise limited.

Declarant, pursuant to Article 22 of the Declaration, hereby submits the Phase III Property described in Exhibit 3A and improvements thereon to the Act and the Declaration as though fully set forth therein at the time of the recording of the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, the Plan Unit Development Agreement (Exhibit F to the Declaration), the Amendment to the Plan Unit Development Agreement, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone, cable TV, any water utilities, all other matters of record and the following restrictions and conditions:

Section I. Article 2(b) of the Declaration is amended to add that the perimeter boundaries and building plans for the Phase III Property are shown on the Condominium Plat of Amendment No. 2 to Oak Ridge Condominium of Hartland (attached as Exhibit 3B). Standard floor plans are attached as Exhibit 3C.

Section II. Article 3 of the Declaration is amended to provide that the addresses for the Phase III Property are attached as Exhibit 3D to this Third Amendment to the Declaration of Condominium. Article 5.1 of the Declaration is amended to provide that each unit of the Phase III Property is identified by its own street address as set forth in the attached Exhibit 3D.

Section III. Article 4 of the Declaration is amended to provide that Oak Ridge Condominium of Hartland will consist of three phases. Phase I consists of five buildings on the real estate described in Exhibit A to the Declaration containing a total of 20 units. Phase II consists of 14 buildings on the real estate described in Exhibit 1A attached to the First Amendment to Declaration of Condominium consisting of a total of 40 units. Phase III will consist of 4 buildings on the real estate described in Exhibit 3A attached to this Third Amendment of Declaration of Condominium

(Please see attached)

Recording Area

Name and Return Address

William A. Swendson
P.O. Box 123
Oconomowoc, WI 53066-0123

jd
32
12

HAV 0726.977 and
HAV 0726.997.01-HAV 0726.997.020
(Parcel Identification Number)

consisting of a total of 14 units. All units in the Phase III Property have the floor plans as shown in attached Exhibit 3C to this Third Amendment to Declaration of Condominium. The construction details and locations of the various buildings and units may vary from the Condominium Plat of Amendment No. 2 to Oak Ridge Condominium of Hartland and the floor plans. Declarant specifically reserves the right to change the construction details and locations of the various buildings and units. Complete construction details of the buildings and units are available for inspection at the office of the Declarant.

Section IV. Article 8 of the Declaration is amended to provide that the percentage of undivided ownership interest in the common elements and limited common elements pertaining to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be one-seventy fourth (1/74).

Section V. Exhibit A, B, C, D to the Declaration are hereby further amended and expanded to include Exhibits 3A, 3B, 3C, and 3D attached to this Third Amendment to the Declaration of Condominium.

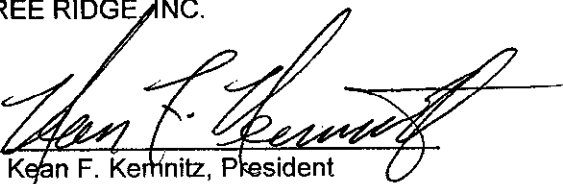
Section VI. By Declarant's submission of this Phase III Property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in the Declaration.

Section VII. Except as otherwise stated herein, the provision of the Declaration shall remain unchanged and in full force and effect.

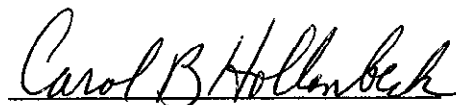
Executed this 2nd day of October, 2000.

OAK TREE RIDGE, INC.

By:


Kean F. Kemnitz, President

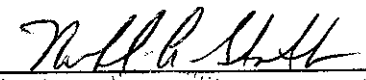
By:


Carol B. Hollenbeck, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 2nd day of October, 2000, the above named Kean F. Kemnitz, President, and Carol B. Hollenbeck, Secretary of Oak Tree Ridge, Inc. to me known to be the persons who executed the foregoing Third Amendment to the Declaration of Oak Ridge Condominium of Hartland and acknowledge the same.


signature
type or print name Michael A. Stratton

Notary Public
State of Wisconsin
Waukesha County

My commission is permanent. (If not, state expiration date: 11-5, 2003.)

CONSENT OF MORTGAGEE

The Undersigned as Mortgagee of the property as defined above, hereby consents to the terms of the above Third Amendment to Declaration of Condominium of Oak Ridge Condominium of Hartland and acknowledges that, upon recording such amendment, the lien of its mortgage shall attach to the units added thereby and to their pertinent interest in the common elements of the condominium.

Executed as of this 2nd day of October, 2000.

M&I LAKE COUNTRY BANK

By:

Michael A. Stratton
Michael A. Stratton, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 2nd day of October, 2000, the above-named Michael A. Stratton, Vice President, to me known to be the persons who executed the foregoing Third Amendment to the Declaration of Oak Ridge Condominium of Hartland and acknowledge the same.

Jessica Kanters
signature
type or print name Jessica Kanters

Notary Public

Waukesha County, State of Wisconsin

My commission is permanent. (If not, state expiration date: 10-06-2002.)





CONSENT OF MORTGAGEE

The Undersigned as Mortgagee of the property as defined above, hereby consents to the terms of the above Third Amendment to Declaration of Condominium of Oak Ridge Condominium of Hartland and acknowledges that, upon recording such amendment, the lien of its mortgage shall attach to the units added thereby and to their pertinent interest in the common elements of the condominium.

Executed as of this 2nd day of October, 2000.

THE HOLLENBECK JOINT REVOCABLE TRUST DATED JULY 11, 1994

By:

Lee R. Hollenbeck
Lee R. Hollenbeck, Trustee

By:

Carol B. Hollenbeck
Carol B. Hollenbeck, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 2nd day of October, 2000, the above-named The Hollenbeck Joint Revocable Trust Dated July 11, 1994, Carol B. Hollenbeck and Lee R. Hollenbeck, to me known to be the persons who executed the foregoing Third Amendment to the Declaration of Oak Ridge Condominium of Hartland and acknowledge the same.

Michael A. Stratton
signature

type or print name Michael A. Stratton

Notary Public

Waukesha County, State of Wisconsin

My commission is permanent. (If not, state expiration date: 11-5, 2000.)

This instrument was drafted by and it should be returned to
William A. Swendson
Swendson / Menting Law Ltd.
P.O. Box 123
Oconomowoc, WI 53066-0123

LEGAL DESCRIPTION

Being all of Lot 1 of Certified Survey Map No. 6932, Document No. 1793454, located in the SW 1/4 of the NW 1/4 and in the NW 1/4 of the SW 1/4, all in Section 2, T.7N., R.18E., Village of Hartland, Waukesha Co., WI.

Excepting therefrom Phase I and Phase II of Oak Ridge Condominium of Hartland

EXHIBIT 3A

CONDOMINIUM PLAT OF ADDENDUM NO. 2 TO OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO.6932, DOCUMENT NO.1793454,
LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI

LEGAL DESCRIPTION

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO.6932, DOCUMENT NO.1793454,
LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4,
ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI
EXCEPTING THEREFROM PHASE I AND PHASE II

LEGEND

□ - CONC. MON. W/ BRASS CAP



SCALE: 1" = 150'

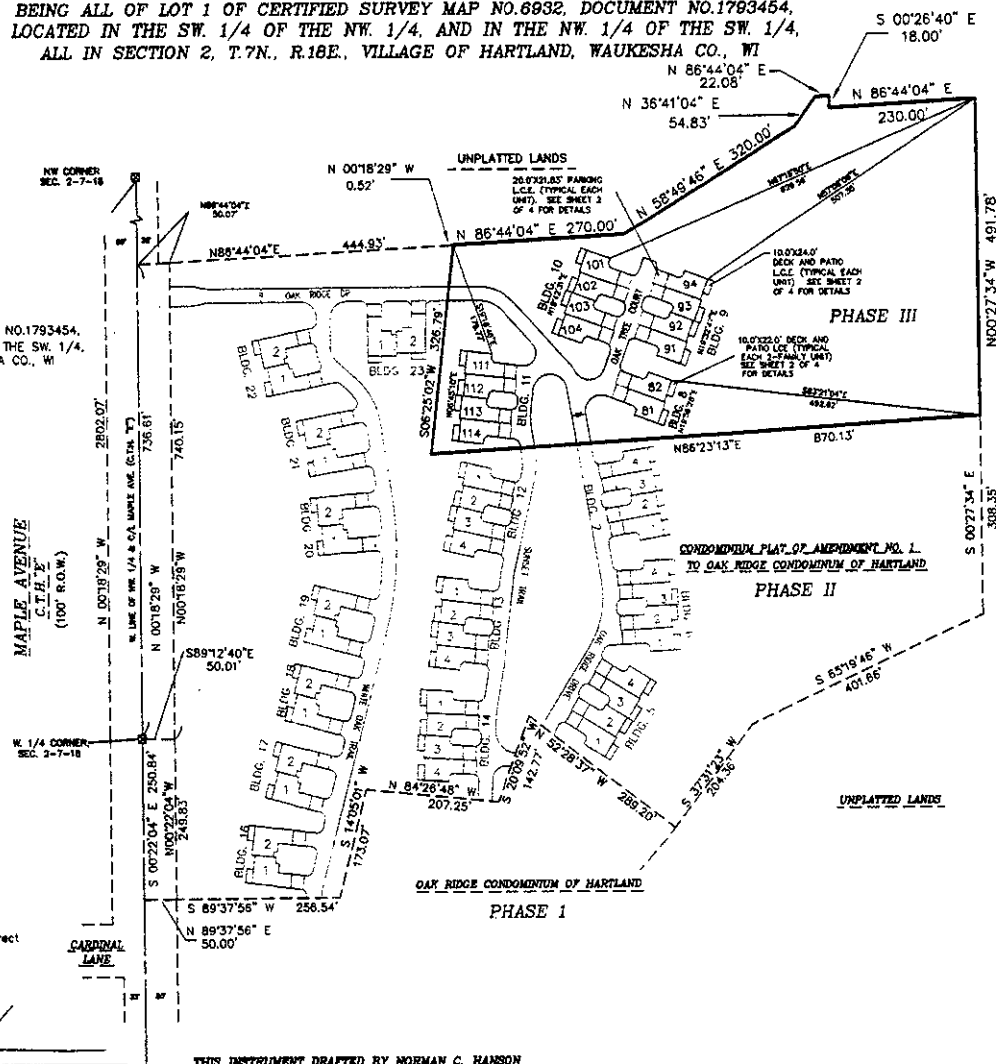


SURVEYOR'S CERTIFICATE:

I, Norman C. Hanson, do hereby certify that the Condominium Plat of Addendum No. 2 of Oak Ridge Condominium of Hartland, consisting of two sheets, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from the plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible structures.

Dated this 12th day of SEPTEMBER, 2000

Norman C. Hanson, R.L.S. 1147



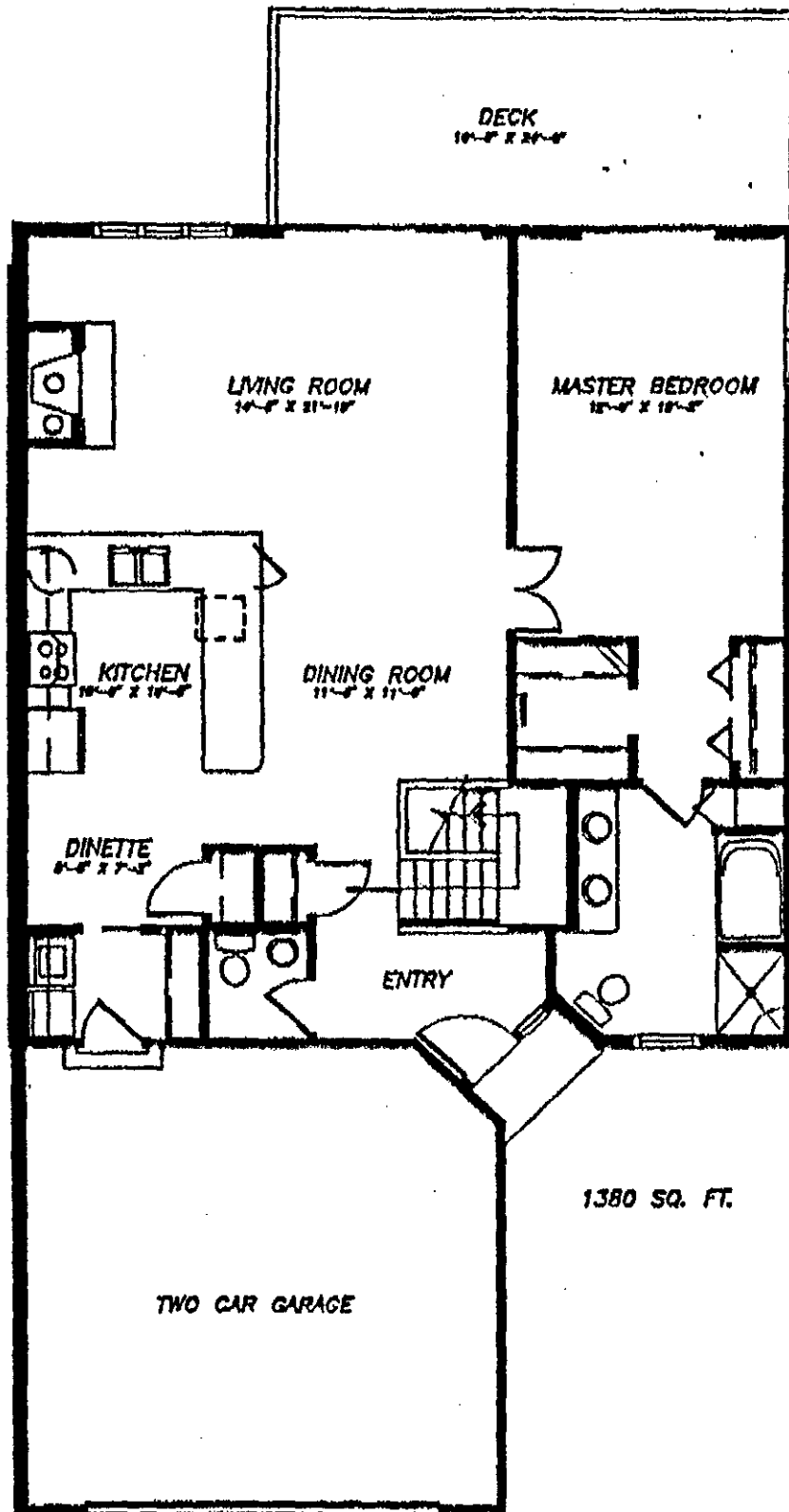
THIS INSTRUMENT DRAFTED BY NORMAN C. HANSON

EXHIBIT

3B

SHEET 1 OF 2

MAIN LEVEL 600 000 960



1380 SQ. FT.

(One Bedroom Plan)

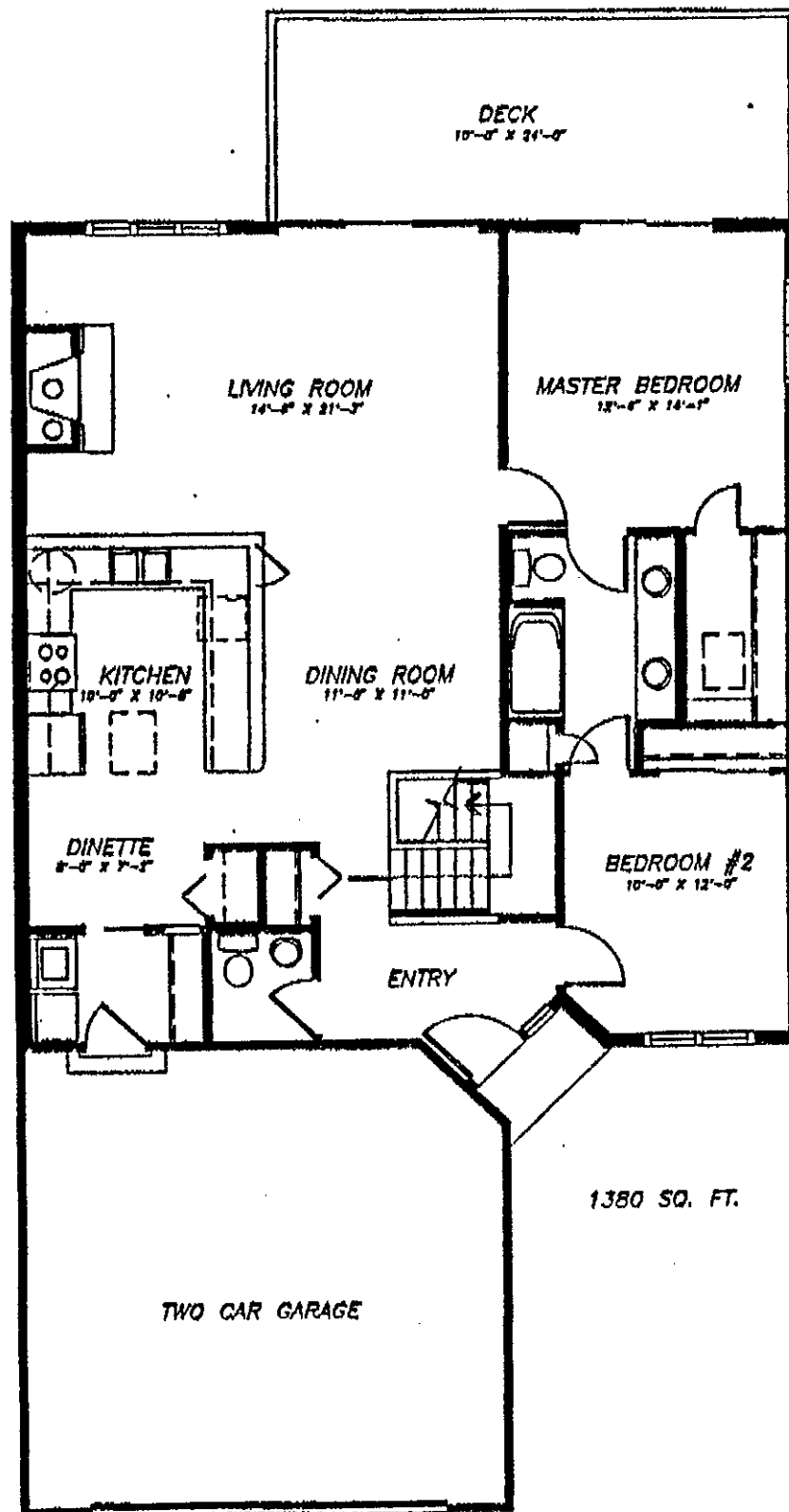
Exhibit "C"
24

EXHIBIT

3C

001 500000961

MAIN LEVEL

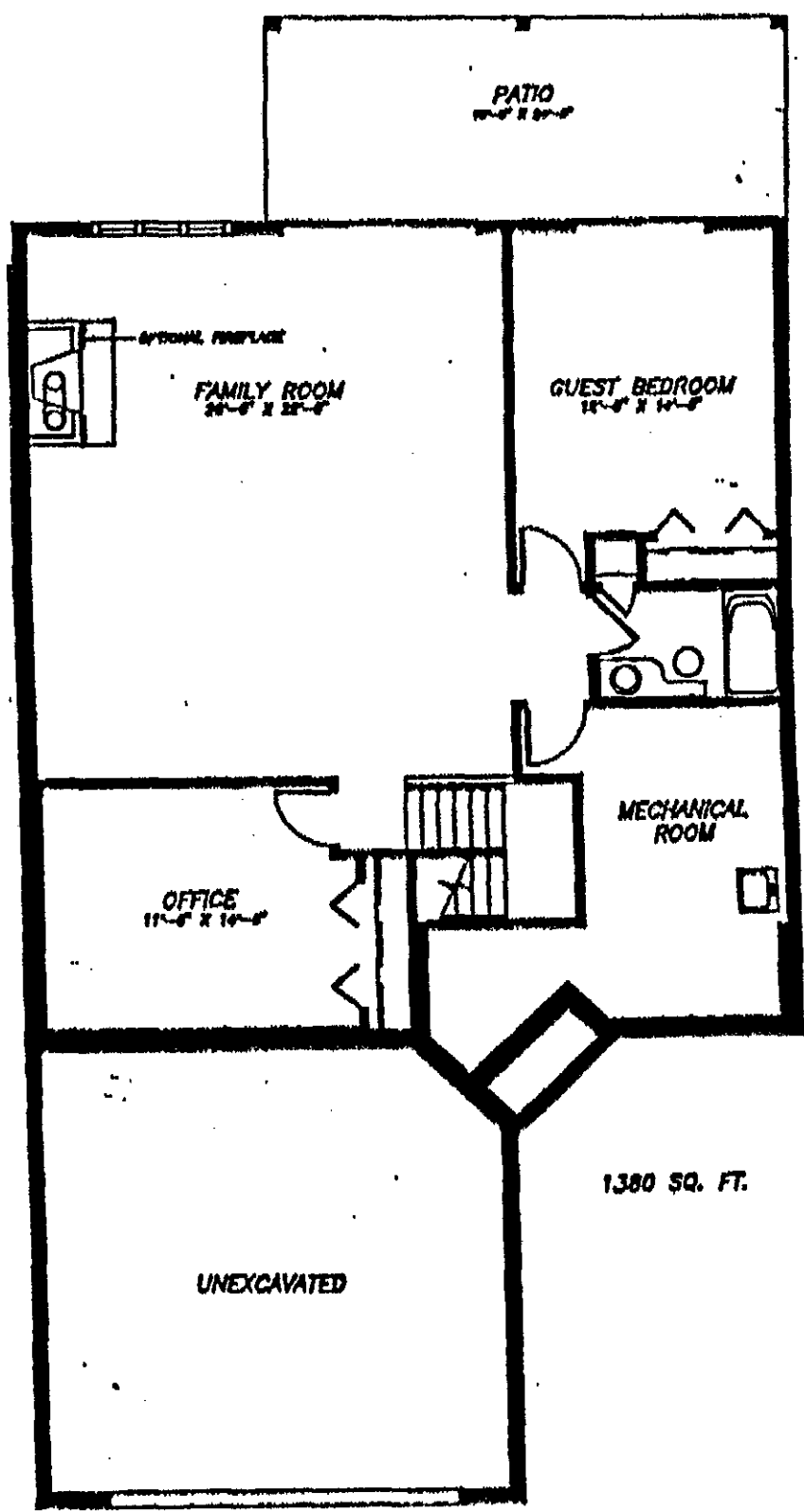


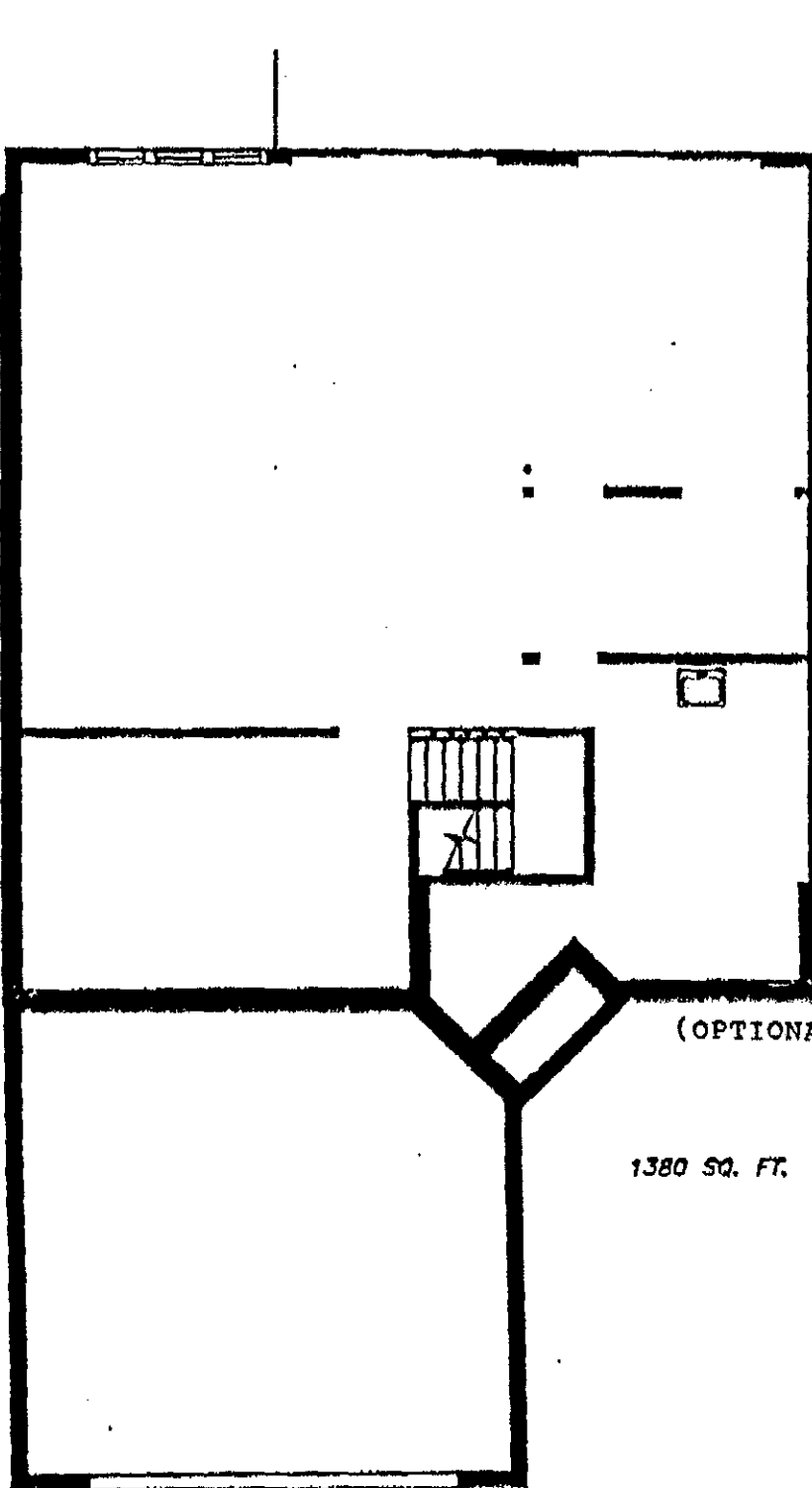
1380 SQ. FT.

TWO CAR GARAGE

(Two Bedroom Plan)

LOWER LEVEL





(OPTIONAL LOWER LEVEL)

1380 SQ. FT.

Unit	Address
81	446 Oak Tree Court
82	444 Oak Tree Court
91	434 Oak Tree Court
92	432 Oak Tree Court
93	428 Oak Tree Court
94	426 Oak Tree Court
101	425 Oak Tree Court
102	427 Oak Tree Court
103	431 Oak Tree Court
104	433 Oak Tree Court
111	439 Sunset Trail
112	441 Sunset Trail
113	445 Sunset Trail
114	447 Sunset Trail

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 04/24/2019 10:07:05 AM

Total Fee: \$30.00 Page(s): 9
Transfer Tax: \$0.00

**FOURTH AMENDMENT TO
CONDOMINIUM DECLARATION**

The above recording information verifies that
this document has been electronically
recorded and returned to the submitter.

OAK RIDGE CONDOMINIUM OF HARTLAND

Record this document with the Register of
Deeds

Name and Return Address:

Lydia J. Chartre, Esq.

Husch Blackwell LLP

555 E. Wells Street, Suite 1900

Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

**THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE, ESQ.**

The Declaration of Condominium for Oak Ridge Condominium of Hartland, the affected real property being described on Exhibit A attached hereto, was recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on the 22nd day of January, 1993, as Document No. 1806135 (the "Declaration"), as amended by the First Amendment to Declaration on the 2nd day of June, 1997 as Document No. 2218204 (as Restated on July 14, 1997 as Document No. 2229221), and as amended by the Second Amendment to Declaration on July 14, 1997 as Document No. 2229220, and as further amended by the Third Amendment to Declaration on October 6, 2000 as Document No. 2595869; and

WHEREAS, Oak Ridge Condominium of Hartland, Inc. (the "Association"), pursuant to the rights reserved in Section 23 of the Declaration, and desires to amend the Declaration;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Section 11.1 is hereby amended by deleting the ~~strikeout~~ language and inserting the underlined language to read as follows:

Powers of Association. The Association shall be incorporated and shall have all of the powers of a non-stock corporation as presently enumerated in the Wisconsin Non-Stock Corporation Act, Chapter 181 of Wisconsin Statutes and all of the power of an Association, absolute and conditional, as presently enumerated in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and as those statutes may be amended from time to time. The Board of Directors of the Association is authorized to establish and amend from time to time, Rules and Regulations for the use of the building, units, common elements, and the limited common elements in furtherance of the purposes of the condominium and prescribe fines, penalties and/or special assessments for any violation of those Rules and Regulations; provided, however, that all such Rules and Regulations and subsequent amendments shall be approved by not less than ~~two-thirds (2/3)~~ one-third (1/3) of the votes of the Association before they shall become effective. The Association shall furnish such Rules and Regulations in writing to the unit owners.

Section 21 is hereby amended by deleting the ~~strikeout~~ language and inserting the underlined language to read as follows:

21. MAINTENANCE OF COMMUNITY INTERESTS.

~~In order to maintain a community of congenial residents and thus protect the value of the units, the transfer of units by any other owner other than the Declarant shall be subject to the following provisions:~~

~~A. — Transfers Subject to Approval. The following transfers are subject to approval of the Association as herein provided:~~

~~1. — Lease. No unit owner may lease a unit except in accordance with the Rules and Regulations adopted by the board of directors of the Association from time to time. All leases must be in writing and must be approved by the board of directors in writing.~~

~~B. — Approval by Association. The approval of the Association which is required for all leases of units shall be obtained in the following manner:~~

1. ~~Notice to Association.~~ Any unit owner intending to make a bona fide lease of his/her unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

2. ~~Failure to Give Notice.~~ If the required notice to the Association is not given, then at any time after receiving knowledge of a lease, the Association at its election and without notice may approve or disapprove the lease.

3. ~~Certificate of Approval.~~ Within thirty (30) days after receipt of such notice and information as required, the Association must either approve or disapprove the lease. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to Lessee.

C. ~~Disapproval by Association.~~ If the Association shall disapprove a lease, then the unit owner shall be advised of the disapproval in writing and the lease shall not be made.

D. ~~Exception.~~ The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a lease by an institutional mortgagee which acquires title by deed from the mortgagor or his/her successor or through foreclosure proceedings.

E. ~~Unauthorized Transactions.~~ Any lease or other transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

A. Leasing of any Unit is subject to the provisions in the Association's Bylaws and the Rules and Regulations.

F. B. Notice of Lien or Suit.

1. Notice of Lien. A unit owner shall give notice to the Association of every lien upon the owner's unit, other than for permitted mortgages, taxes and special assessments, within five (5) days of the attaching of the lien.

2. Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceedings which may affect title to the unit. Such notices shall be given within five (5) days after unit owner receives such knowledge.

3. Failure to comply with this subsection concerning liens or suits will not affect the validity of any judicial sale.

This Fourth Amendment to the Declaration complies with the requirements of the Declaration at Section 23 and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of at least

two-thirds (2/3) of the Unit owners, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units, as required by the statutes.

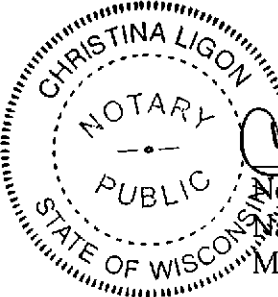
IN WITNESS WHEREOF, the Association has executed this Fourth Amendment to the Declaration this 14 day of FEB., 2019.

OAK RIDGE CONDOMINIUM
OF HARTLAND, INC., a Wisconsin Non-Stock
Corporation,

By: Keith Sharer
KEITH SHARER President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

This document was acknowledged before me by Keith Sharer, as President of the Oak Ridge Condominium of Hartland, Inc. on this 14th day of February, 2019.

 Christina Ligon
Notary Public, State of Wisconsin
Name: Christina Ligon
My Commission Expires: 10/12/21

This document was drafted by:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
20800 Swenson Dr., Suite 300
Waukesha, WI 53186

EXHIBIT A

Legal Description

Units 1, 2, 3, and 4 in Building 1; Units 1, 2, 3 and 4 in Building 2; Units 1, 2, 3 and 4, Building 3; Units 1, 2, 3, and 4, Building 4; Units 1, 2, 3 and 4 in Building 15; Units 1, 2, 3 and 4 in Building 5; Units 1, 2, 3 and 4 in Building 6; Units 1, 2, 3 and 4 in Building 7; Units 1, 2, 3 and 4, in Building 12; Units 1, 2, 3 and 4 in Building 13; Units 1, 2, 3 and 4, in Building 14; Units 1 and 2 in Building 16; Units 1 and 2 in Building 17; Units 1 and 2 in Building 18; Units 1 and 2 in Building 19; Units 1 and 2 in Building 20; Units 1 and 2 in Building 21; Units 1 and 2 in Building 22; Units 1 and 2 in Building 23; Units 81 and 82 in Building 8; Units 91, 92, 93 and 94 in Building 9; Units 101, 102, 103 and 104 in Building 10; Units 111, 112, 113 and 114 in Building 11; all in the Oak Ridge Condominium of Hartland, created by a "Declaration of Condominium" recorded on January 22, 1993, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 1806135, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Village of Hartland, Waukesha County, Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>
0726977001	303 Parkview Court
0726977002	305 Parkview Court
0726977003	309 Parkview Court
0726977004	311 Parkview Court
0726977005	323 Parkview Court
0726977006	325 Parkview Court
0726977007	329 Parkview Court
0726977008	331 Parkview Court
0726977009	532 Oak Ridge Drive
0726977010	530 Oak Ridge Drive
0726977011	526 Oak Ridge Drive
0726977012	524 Oak Ridge Drive
0726977013	518 Oak Ridge Drive
0726977014	516 Oak Ridge Drive
0726977015	512 Oak Ridge Drive
0726977016	510 Oak Ridge Drive
0726977017	517 Oak Ridge Drive
0726977018	519 Oak Ridge Drive
0725977019	523 Oak Ridge Drive
0726977020	525 Oak Ridge Drive
0726977021	498 Oak Ridge Drive
0726977022	496 Oak Ridge Drive

<u>Tax Key</u>	<u>Street Address</u>
0726977023	492 Oak Ridge Drive
0726977024	490 Oak Ridge Drive
0726977025	482 Oak Ridge Drive
0726977026	480 Oak Ridge Drive
0726977027	476 Oak Ridge Drive
0726977028	474 Oak Ridge Drive
0726977029	464 Oak Ridge Drive
0726977030	462 Oak Ridge Drive
0726977031	458 Oak Ridge Drive
0726977032	456 Oak Drive Drive
0726977033	457 Sunset Trail
0726977034	459 Sunset Trail
0726977035	463 Sunset Trail
0726977036	465 Sunset Trail
0726977037	475 Sunset Trail
0726977038	477 Sunset Trail
0726977039	481 Sunset Trail
0726977040	483 Sunset Trail
0726977041	493 Sunset Trail
0726977042	495 Sunset Trail
0726977043	499 Sunset Trail
0726977044	501 Sunset Trail
0726977045	533 White Oak Trail

<u>Tax Key</u>	<u>Street Address</u>
0726977046	531 White Oak Trail
0726977047	517 White Oak Trail
0726977048	515 White Oak Trail
0726977049	501 White Oak Trail
0726977050	499 White Oak Trail
0726977051	485 White Oak Trail
0726977052	483 White Oak Trail
0726977053	469 White Oak Trail
0726977054	467 White Oak Trail
0726977055	453 White Oak Trail
0726977056	451 White Oak Trail
0726977057	437 White Oak Trail
0726977058	435 White Oak Trail
0726977059	313 Oak Ridge Drive
0726977060	315 Oak Ridge Drive
0726977061	446 Oak Tree Court
0726977062	444 Oak Tree Court
0726977063	434 Oak Tree Court
0726977064	432 Oak Tree Court
0726977065	428 Oak Tree Court
0726977066	426 Oak Tree Court
0726977067	425 Oak Tree Court
0726977068	427 Oak Tree Court

Tax KeyStreet Address

0726977069

431 Oak Tree Court

0726977070

433 Oak Tree Court

0726977071

439 Sunset Trail

0726977072

441 Sunset Trail

0726977073

445 Sunset Trail

0726977074

447 Sunset Trail

AMENDED AND RESTATED BY-LAWS
OF
OAK RIDGE CONDOMINIUM OF HARTLAND, INC.

PREAMBLE

The following are the By-Laws of Oak Ridge Condominium of Hartland, Inc.

All present and future Unit owners, mortgagees, lessees, and occupants of Units and their employees and any other persons who may use the facilities of Oak Ridge Condominium (“Condominium”) in any manner are and shall be subject to the Declaration, the Articles of Incorporation, these By-Laws and all Rules and Regulations made pursuant to these By-Laws and any amendment hereof. The acceptance of a deed of conveyance or a mortgage or the entering into a land contract or lease or the act of occupancy of a Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, these By-Laws and any Rules and Regulations, and as they may be amended from time to time, are accepted, ratified, and that they will comply with them.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE I

Name, Address and Purpose

The name of the corporation is Oak Ridge Condominium of Hartland, Inc. (“Association”), which is a non-stock, non-profit corporation organized and existing under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes. The principal office of the corporation shall be as stated on file with the Wisconsin Department of Financial Institutions. The purpose of the Association is to serve as the Association of Units owners of Oak Ridge Condominium located in the Village of Hartland, Wisconsin, as provided in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and subject to the terms and conditions of the Declaration for Oak Ridge Condominium, as amended.

ARTICLE II

Definitions

The terms used in these By-Laws shall have the same meaning as set forth in the Act and as follows, unless the context otherwise requires:

- (a) “Association” means Oak Ridge Condominium of Hartland, Inc., a non-stock, non-profit corporation organized and existing pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns, which is the means through which the condominium Unit owners acting as a group shall administer, manage, operate and control the property.

(b) “Unit” means a part of a condominium intended for any type of individual, private or independent use, including one or more cubicles of air or one or more rooms or enclosed spaces in the building having outer boundaries as follows:

The vertical boundaries of each Unit shall be the interior surfaces of the perimeter walls of the Unit and the plane of the outside faces of doors and windows bounding a Unit extended in each case to an intersection with the horizontal boundaries. The horizontal boundaries shall be the plane of the under-surface of the basement or lower level floor and the plane of the under-surface of the ceiling. All windows, window frames, doors, including glass and locks in windows and doors shall be a part of the unit. Each two-car garage immediately adjacent and appurtenant to each Unit shall be a part of the unit.

In the event a Unit owner shall, with the approval of the Association’s Board of Directors, add to the Unit a structure (such as a porch, fireplace, etc.) which extends beyond the above-mentioned outer boundaries, such structure shall be included within the definition of “unit”. The perimeter boundaries and building plans are shown on the Condominium Plat (Exhibit B of the Declaration of Condominium). The floor plans are also attached as Exhibit C to the Declaration of Condominium. A Unit shall include the fixtures and improvements including, but not limited to, heating, and air conditioning units, and water heaters contained in the unit.

(c) “Unit Owners” means a person, a combination of persons, a partnership, a corporation, a trustee or any other legal entity who holds legal title to a condominium Unit which is part of the property or who has equitable ownership of a condominium Unit as a land contract vendee, but the definition excludes those having an interest in or lien on a condominium Unit as security for the performance of an obligation.

(d) “Common Elements” means all of the condominium except its units.

(e) “Limited Common Elements” means those common elements identified in the Declaration or the Condominium Plat as reserved for the exclusive use of one or more but less than all the Unit owners.

(f) “Property” means the real estate together with all buildings and improvements described in Exhibit A attached to the Declaration, as amended.

(g) “Mortgagee” means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.

(h) “Common Expenses and Common Surpluses” means the expenses and surpluses of the Association.

(i) “Majority” or “Majority of Unit Owners” means the Unit owners with more than fifty percent (50%) of the votes assigned to the Units in the Declaration.

(j) “Person” means an individual, corporation, partnership, association, trustee or other legal entity.

ARTICLE III

Members, Voting and Meetings

3.1 Members. The corporation shall have one (1) class of voting membership and the rights and qualifications of the members are as follows:

(a) Class A Members.

(i) Defined. Class A members shall be all Unit owners and shall have one (1) vote for each unit owned. Each Unit owner upon acquiring title to a Unit under terms of the Declaration shall automatically become a member of the Association and shall remain a member of the Association until such time as the ownership of such Unit ceases for any reason, at which time the membership in the Association shall automatically cease.

(ii) One Membership Per Unit. Each member has one (1) vote for each unit owned. If title to a Unit is held by more than one (1) person, the membership related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held; however, such Unit owners shall designate one (1) person to cast the vote appurtenant to such unit. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership Roster.

(iii) Membership Roster. Every Unit owner shall furnish the Association with the Unit owner’s name, Unit number, current mailing address and email address, and the name of the person designated to vote for the Unit. In the event a Unit owner changes the mailing address or email address of the Unit owner, the Unit owner shall notify the Association in writing of such change. No Unit owner may vote at meetings of the Association until such information is furnished. The Association shall maintain a current Membership Roster showing the Unit owners of each unit, their mailing addresses and email addresses, and the persons so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having ownership interest in the unit. In the event the Association files a Statement of Condominium Lien on a Unit for failure to pay assessments or other expenses, the Unit owner or owners and their designate shall be prohibited from voting at any membership meeting unless and until the amount necessary to release that lien has been paid at the time of the membership meeting.

(iv) Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon

conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name, current mailing address and email address of the new owner or owners, identification of the Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership Roster effective as of the date of transfer.

3.2 Quorum and Proxies for Members' Meetings. A quorum for members' meeting shall consist of one-third (1/3) of voters entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership Roster. Except as otherwise provided herein, the act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be an act of the members. Proxies shall be valid only for a maximum period of one hundred eighty (180) days following issuance of same, unless sooner revoked, and must be filed with the Association at least twenty-four hours before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.3 Time, Place, Notice and Calling of Members' Meetings. Written notices of all meetings stating the time and place within the State of Wisconsin, and the purpose for which the meeting is called shall be given by the President or Secretary of the Association (unless waived in writing by all members) to each member at his address as it appears on the Membership Roster of the Association and shall be mailed, emailed, or personally delivered not less than ten (10) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors, within the State of Wisconsin. The annual meeting shall be held on the last Monday in September of each year, or at such time to be designated by the Board of Directors, for the purpose of electing directors and transacting any other business authorized to be transacted by the members. A nominating committee is to be established annually, ninety (90) days prior to the annual meeting. Special meetings of the members shall be held whenever called by the President or any two (2) members of the board of directors and must be called by such officer upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

3.4 Method of Conducting Meetings. All membership meetings will be conducted in accordance with the then current edition of Robert's Rules of Order. The President shall preside at all membership meetings and the Secretary shall record the resolutions passed at such meetings. Two (2) non-board members appointed by the President shall count the votes at membership meetings.

3.5 Distribution of Meeting Minutes. Minutes of Association meetings are to be distributed to all Unit owners within fourteen (14) days of the meeting.

3.6 Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article III, Section 3.3 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

Board of Directors

4.1 Number and Qualification of Directors. The Board of Directors shall consist of five (5) persons elected by the membership. All members of the Board of Directors shall be members of the Association.

4.2 Powers and Duties of the Board of Directors. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. The Board of Directors may obtain and pay for the services of any person or entity as a managing agent to manage the affairs of the Association. The Board of Directors may hire such other personnel as it shall determine for the proper operation of the Condominium. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws.

The Board of Directors may borrow money for and on behalf of the Association as it deems advisable and necessary for the operation of the Association and may pledge, mortgage or grant security interests in the assets of the Association or Condominium; provided, however, that the Board of Directors may not borrow, and may not pledge, mortgage or grant a security interest in the Common Elements or Limited Common Elements without the prior approval of a majority of the members of the Association given at a regular or special meeting of the members. The Board of Directors may acquire and convey property, both real and personal, tangible and intangible of any kind or nature for and on behalf of the Association as it deems advisable and necessary for the operation of the Association. All such property shall be titled in the name of the Association. The Board of Directors may not acquire or convey property with a cost of more than Five Hundred dollars (\$500.00) without the prior approval of a majority of the members of the Association given at a regular or special meeting of the members.

4.3 Election and Term of Directors. The members shall elect five (5) Directors to be elected to hold office for a term of three (3) years and until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner, hereinafter provided, and such terms shall be staggered so that the term of at least one-third (1/3) of the Board's terms shall expire in each year.

4.4 Vacancies. Vacancies on the Board of Directors caused by any reason other than removal by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is elected.

4.5 Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members of the Board present at the meeting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created.

4.6 Meetings and Notice.

(a) Regular Meetings. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required. There shall be five (5) additional meetings of the Board of Directors each year.

(b) Special Meetings. Special meetings of the Board of Directors may be called by the President or two (2) directors on three (3) days prior written notice to each director, given personally or by mail or email, which notice shall state the time, place and purpose of the meeting.

4.7 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him or the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.8 Quorum of Directors – Adjournments. Except as otherwise provided herein, at all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

4.9 Fidelity Insurance. The Board of Directors may purchase fidelity insurance to cover all officers and/or employees of the Association handling or responsible for Association's funds. The premiums of any such insurance shall be paid for by the Association.

ARTICLE V

Officers

5.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successors shall be elected at the regular meeting of the Board of Directors, or any special meeting called for that purpose. Any two (2) or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice President may be held by the same person.

5.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer, if designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association.

5.3 Vice President. The Vice President shall take the place of the President and perform the duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be assigned by the Board of Directors.

5.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's minute books, Membership Roster, and records, and shall, in general, perform all duties incident to the office of the Secretary.

5.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges, assessments, fines, penalties, and special assessments by the Association.

5.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by that person as a director or officer of the Association, if such person: (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of one's own affairs; or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which the director and/or officer had reasonably good ground to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

5.7 Compensation. No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE VI

Operation of the Property

6.1 The Association. The Association, acting through the Board Directors, shall be responsible for administration and operation of the Condominium, in accordance with the Declaration, the Articles of Incorporation, these By-Laws and the Rules and Regulations.

6.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt Rules and Regulations governing the operation, maintenance and use of the Units and Common Elements and Limited Common Elements by the Unit owners and occupants. Such Rules and Regulations of the Association shall not be inconsistent with the terms of the Declaration or the conditions, covenants, restrictions and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and Common Elements and Limited Common Elements by persons entitled thereto. The Association members and their families, lessees, or guests and occupants of the Units shall conform to and abide by all such rules and regulations. A violation of any such Rules or Regulations shall constitute a violation of the Declaration and these By-Laws. The Association through its Board of Directors shall designate such means of enforcement as it deems necessary and appropriate including fines, penalties and/or special assessments ("fines"). Any such fines shall be deemed liquidated damages for breach of the Rules and Regulations of the Association which are accepted by Unit owners upon becoming a member of the Association. Any such fines shall be deemed to be assessments in the same manner as common expenses. The Rules and Regulations may be altered and amended or repealed in the discretion of the Board of Directors.

6.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements of the Condominium as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first (1st) day of each month. If not paid on or before the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full. In addition, the Association may charge a late fee for each assessment or installment thereof not timely paid, in an amount to be set forth in the Rules and Regulations. All assessments until paid, plus all accrued interest, late fees, and actual costs of collection, including actual attorney's fees, shall constitute a lien on the Units on which they are assessed.

6.4 Operating Budget. The annual operating budget shall provide for two (2) funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur with greater than annual

frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, management services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be first charged against the reserve fund, or, at the discretion of the Board of Directors, the directors may levy a further assessment equally against each Unit owner to meet the common expenses.

The reserve fund may also be used to discharge mechanics liens or other encumbrances levied against the Condominium, or against each unit, if resulting from action by the Association. The Unit owner or owner's responsibility for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit owner, is necessary to protect the Condominium. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit owner responsible therefor.

The annual budget shall be prepared and determined nineteen (19) days prior to the Annual Meeting of Unit owners each calendar year and sent to each Unit owner fourteen (14) days prior to the Annual Meeting of Unit owners each calendar year for review. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

At the annual membership meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges (except contributions to the reserve fund) may not be revised downward to a point lower than the average total budget for the preceding two (2) years. If a budget and charges have not been established and made for any two (2) preceding years, then the annual budget and charges (except contributions to the reserve fund) may not be revised downward until two (2) years of experience exist.

6.5 Default. If a member of the Association is in default in the payment of any charges, expenses, assessments, and/or fines, ("assessments") for a period of more than thirty (30) days ("delinquent"), the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to such delinquent member and the member's Unit for purposes of collection and/or enforcement of the lien against the Unit for all such unpaid charges. All assessments until paid plus all accrued interest, late fees, and actual costs of collection and actual attorney's fees incurred in connection with collection shall constitute a lien on the Units on which they are assessed if a Statement of Lien as provided in the Act is filed in the land records of the Clerk of the Circuit Court of Waukesha County, Wisconsin within two (2) years after the assessment becomes due. If a member of the Association is delinquent, the member, the member's family lessees and guests may be prohibited from using the recreational facilities located on the Common Elements until all delinquent assessments have been paid. All matters concerning collection of assessments shall be administered by the Board of Directors. If any member of the Board of Directors is delinquent,

the delinquent member shall not be allowed to vote on any matters concerning the collection of such delinquent assessments. If the number of delinquent members of the Board of Directors is such that the remaining members do not constitute a quorum for purposes of taking any collection action, the non-delinquent member(s) shall be able to take any action deemed advisable even though such member(s) may constitute less than a quorum. In addition to any other action authorized for collection of assessments as provided in the Act, any member of the Board of Directors who is delinquent may be removed from office by a vote of a majority of the nondelinquent member(s) of the Board of Directors even though such member(s) constitute less than a quorum.

ARTICLE VII

Repairs and Maintenance

7.1 Individual Units. Each Unit owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances including, but not limited to, pipes, ducts, electrical wiring and conduits, plumbing, heating and air-conditioner units (including any portions located in a Limited Common Element) in good order, condition and repair and in a clean sanitary condition, and shall be responsible for such maintenance and repair.

7.2 Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain, repair, and keep them in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit owner, members of his family or his lessee, in which case such expense shall be charged to such Unit owner and his unit), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements and Limited Common Elements:

- (a) All painting, repairing, restoration, maintenance, and decorating of building exteriors and roofs, including garages and decks; excluding glass replacement in unit;
- (b) General repair, maintenance, repair or replacement of exterior fixtures including mailboxes.
- (c) All grass cutting, edging and trimming.
- (d) Tending and cultivating bush beds and limited pruning of bushes and shrubbery.
- (e) Replacement of landscaping and shrubberies.
- (f) Tree pruning, cutting and replacement.
- (g) Fertilizing and weed control as required.
- (h) Raking and disposal of leaves and leaf removal from building gutters.

(i) Repair, replacement or restoration of sidewalks, fences, driveways, retaining walls, recreation area.

(j) Repair and maintenance of exterior lights and associated equipment.

(k) Snow removal and sanding walks, parking areas and roadways.

7.3 Individual Units and Limited Common Elements. Except as otherwise provided herein, each Unit owner at the owner's sole expense, shall be responsible for keeping the interior of the Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for any repair, maintenance, decorating, painting and varnishing which may from time to time be necessary to maintain the good appearance and condition of the interior of the unit. The Unit owner may decorate, paint and/or varnish the deck appurtenant to the Unit if the Unit owner so desires with the prior written consent of the Board of Directors of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any interior electric wiring and conduit, fixtures, plumbing, water heaters, doors, and windows (including replacement of broken glass), steps, stairways, carpeting, lighting fixtures, refrigerators, ranges heating and air conditioning equipment (whether located in a Unit or in a Limited Common Element appurtenant thereto), dishwashers, disposals, laundry equipment such as washers and dryers, doorbells, garage door openers, storage areas, or other equipment which may be in, or connect with the Unit or the Limited Common Element appurtenant to the Unit.

7.4 Disputes. In the event of any dispute between two or more Unit owners including, but not limited to, use or maintenance of a Common Element or Limited Common Element, such dispute shall be submitted to the Board of Directors of the Association and the determination of a majority of the Board shall be final and binding upon such owners.

7.5 Association Services. The Association may provide any service or maintenance requested by a Unit owner or owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting Unit owner or owners therefor.

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 Rules and Regulations. The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association, including the following:

(a) Use. No Unit owner shall occupy or use the Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, the owner's guests or the owner's lessees.

(b) Obstructions. There shall be no obstruction of the Common Elements.

(c) Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements or Limited Common Elements without the prior consent of the Association. However, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is less than 24 inches by 24 inches in size and is removed within seven (7) days of the pertinent election or vote.

(d) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property except that the occupant of each Unit may keep one dog or one cat provided such dog or cat does not exceed sixty (60 lbs.) pounds in weight and other small household pets such as fish, canaries or parakeets, provided that they are not kept, bred or maintained for any commercial purposes. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash and accompanied by owner at all times while outdoors. Owner shall pick up and dispose of any excrement from pet. The Association may issue a permit for keeping of a pet. Such permit shall allow the keeping of only one pet in accordance with rules and regulations which may be established by the Board of Directors. Pets which are born to the permitted pet will not be considered a permitted pet. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs.

(e) Noxious Activity. No noxious or offensive activity shall be carried on in any Units or in the Common Elements or the Limited Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(f) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except upon the prior written consent of the Association.

(g) Leases and Rental of Units. No more than 5% of the total units in the Association may be rented at any time. The rental or lease of a Unit shall be for a period not less than one hundred eighty (180) days. Within seven (7) days of move-in, the Unit Owner must provide, in writing, to the Board of Directors or its Agent, the names and contact information of all Tenants to occupy the Unit. In accordance with the Declaration of Trust, all leases and rental agreements be in writing and approved by the board. Additionally, the Board requires a written receipt, signed by Unit owner & all adult Tenants indicating that the Tenants have received a copy of the Association's Declaration, By-Laws and Rules and Regulations and that they agree to abide by all provisions contained within. In addition, it must be stated in writing that the Tenants acknowledge that these documents may be amended from time to time, and that compliance to any modifications will be required. Subletting or assignment by Tenant is prohibited. Any Unit owner choosing to lease his or her Unit shall be responsible for all costs, including attorney's fees and disbursements of the Association, in enforcing the

Declaration, By-Laws and Rules and Regulations against the Lessee. To prevent the overcrowding and/or overuse of the recreational facilities of the Condominium, all of the interest of the Unit owner in the Unit, Common Elements and Limited Common Elements shall be conveyed to the Tenants during the term of the rental. In so doing, the Unit owner will not be able to retain an interest in the recreational facilities and other Common Elements and Limited Common Elements during the term of the rental. No rooms in any Unit may be rented and no transient tenants may be accommodated. No rental shall be for a term of less than six (6) months, and rentals through services such as AirBnb and VRBO are expressly prohibited. The Unit owner will be held responsible for all actions of his or her Tenants as it relates to the Association and may be fined accordingly. For purposes of this section, occupancy of a Unit by the Unit Owner's immediate family members (defined as parent, child, spouse, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner and shall include half and step relatives) in the absence of the Unit Owner shall not be considered a lease or a rental.

(h) Conflict. The above Rules and Regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and in the event of a conflict, the Declaration shall govern.

8.2 Maintenance and Repair of Units. Every Unit owner must perform properly or cause to be performed all maintenance and repair work within the Unit owner's Unit which if omitted would affect the Condominium in its entirety or in a portion belonging to other owners. Such owner shall be personally liable to the Association or to other Unit owners, as the case may be, for any damages caused by his failure to do so.

8.3 Limited Common Elements. Every Unit owner must maintain the Limited Common Elements appurtenant to the Unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every Unit owner shall have the right to decorate the Limited Common Elements appurtenant to the Unit in a nonstructural manner provided that decorations which are visible to other Units or to public shall have prior written approval of the Board of Directors of the Association.

8.4 Conservancy. Removal of Invasive Species (as defined by the DNR) in the wooded lands on and adjacent to Oak Ridge is allowed. Once removed, individuals responsible for removal must restore to natural setting by planting recommended tree, plant, or shrub species. These recommendations are to be given by the proper authority at the administrative offices of the Village of Hartland. It is further recommended that any individual desiring to do work in the Conservancy contact the Village prior to commencement to get specific approval for each project. The Village of Hartland is comfortable with individuals or the Association removing Buckthorn, Honeysuckle or invasive species and refuse in adjacent Conservancy areas at their own expense and liability. Native trees such as Oak, Cedar, Hickory, Aspen CANNOT be removed unless signs of disease or death are apparent or damaged by natural causes. Trees can be trimmed to augment stable growth and removal of dead limbs is permitted. NO damage to wetlands is permitted.

Any work done in wooded areas immediately behind units is the individual Unit owner's responsibility. The maintenance of all shrubs, plants and trees planted by the individual owner is the Unit owner's responsibility, and not that of the grounds crew employed by the Association. All new planting area must be mulched and no barriers between grass and mulched areas are to be used. Any new planting areas not properly maintained will be done by the landscaping company and billed to the individual Unit owner.

ARTICLE IX

General

9.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January, and end on the 31st day of December in each year.

ARTICLE X

Amendments

10.1 By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members at any meeting called for such purpose, by an affirmative vote of sixty-seven percent (67%) of all of the votes entitled to be cast by members of the Association.

ARTICLE XI

Miscellaneous

11.1 Record of Ownership. Every Unit owner shall promptly cause to be duly recorded on files of record, the deed, lease, assignment or other conveyance to the Unit owner of such Unit or other evidence of the title thereto and shall file such lease with, and present such other evidence of the owner's title to the Board of Directors, and the Secretary shall maintain all such information in the Membership Roster of the Association.

11.2 Mortgages. Any Unit owner who mortgages the Unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership Roster of the Association. The Board of Directors, at the request of any mortgagee or prospective purchaser of any Unit or interest therein, shall report to such person the amount of any assessments against such Unit then due and unpaid.

11.3 Indemnity of Officers and Directors. Every person who is or was a director or an officer of the Association (together with the heirs and personal representatives of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by or imposed upon the Unit owner in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which the Unit owner is made or threatened to be made a party by reason of the Unit owner being or having been such director or officer, except as to matters as to which the Unit owner shall be finally adjudged in such action, suit or proceeding to be liable due to

negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of the person's duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights of which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions, to the extent not covered by insurance shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article XI shall be deemed to obligate the Association to indemnify any member or Unit owner who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by the member or Unit owner under and by virtue of the Declaration, the Act, the Articles and By-Laws of the Association, as a member of the Association or Unit owner covered thereby.

11.4 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Act, which shall control in case of any conflict.

11.5 Interpretation. In case of any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit owners.

END OF BY-LAWS

OAK RIDGE CONDOMINIUM OF HARTLAND

RULES AND REGULATIONS – Approved December 22, 2020

1.0 OBJECTIVES AND PROCESS

2.0 DEFINITIONS

- 2.1 Common Elements
- 2.2 Limited Common Elements

3.0 RULES AND REGULATIONS

3.1 Signage (DELETED)

- 3.1.1. Freestanding
- 3.1.2. Attached
- 3.1.3. Real Estate Signs
- 3.1.4. Estate Sales

3.2 Statuary/Bird Baths/Ornamentation

3.3 Flags/Banners

- 3.3.1. Freestanding
- 3.3.2. Attached

3.4 Landscape

- 3.4.1. Bushes/Trees
- 3.4.2. Plantings/Grass
- 3.4.3. Mulch/Rocks
- 3.4.4. Outbuildings/Sheds
- 3.4.5. Customizing
- 3.4.6. Lighting
- 3.4.7. Seasonal Lighting/Decorations
- 3.4.8. Trees, Bushes and Shrubs Replacement

3.5 Patio/Deck Furnishings

- 3.5.1. Storage and Furniture
- 3.5.2. Hammocks/Swings
- 3.5.3. Barbeques/Fire Pits
- 3.5.4. Hot Tubs
- 3.5.5. Screens/Trellises
- 3.5.6. Hoses
- 3.5.7. Bird Feeders
- 3.5.8. Sun Screens
- 3.5.9. Screen/Storm Doors

3.6 Vehicles, Parking & Driveways

- 3.6.1 General Parking
- 3.6.2 Parking in Common Elements
- 3.6.3 Overnight Parking
- 3.6.4 Snow Removal

- 3.6.5 Consideration
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- 3.7 Pets
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- 3.13 Common Element Use
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- 3.15 Garbage and Trash
- 3.16 Noise Control
- 3.17 Maintenance of Units
- 3.18 Structural Changes of Units
- 3.19 Appearance of Units
- 3.20 Leases and Rentals (DELETED)
- 3.21 Owner Liability
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4.0 CONSERVANCY AREA RESTRICTIONS

5.0 PENALTIES

- 5.1 First Notice
- 5.2 Second Notice
- 5.3 Failure to Pay
- 5.4 Condo Fees

Date: November 2001

Revised: March 2018

Revised: December 22, 2020

1.0 OBJECTIVES AND PROCESS

The objective of this document is to provide members of Oak Ridge Condominium of Hartland (hereafter called “the Association”), and its various committees, with a common set of Rules and Regulations to provide for the common benefit and enjoyment of the Association, Common Elements and Limited Common Elements.

As stated in the By-Laws of the Association, and repeated here for clarity, “every unit owner must maintain the Limited Common Elements appurtenant to the Unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every unit owner shall have the right to decorate the Limited Common Elements appurtenant to the unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have written approval of the Board of Directors of the Association.”

Owners are expected to use or apply these Rules in all planned landscape or outside use projects.

Owners are advised to consult the Buildings or Grounds Committee regarding any major projects or, in the event of questions regarding application of these Rules, in order to avoid subsequent modifications and unnecessary expense to the owner and/or the Association.

Suggestions regarding the scope of these Rules, or the contents of this document, may be submitted in writing at any authorized meeting of the Association. Changes will be promulgated to all owners in writing after due consideration at an announced meeting of the Association and approval by a majority of the Association members.

Questions regarding interpretation or application of these Rules to a specific project will be resolved within two weeks of written submittal to the Association President.

The units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, the By-Laws and these Rules and Regulations. These Rules and Regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the conditions, covenants, restrictions and easements set forth in the Declaration, and in the event of a conflict, the Declaration shall govern.

2.0 DEFINITIONS

The definitions regarding Common Elements and Limited Common Elements may be found in the Declaration of Condominium dated December 21, 1992, Para. 2(d) and (e) and repeated here for convenience.

2.1 Common Elements. All of the Condominium except its units.

2.2 Limited Common Elements. Those Common Elements identified in this document, Declaration, By-Laws or the condominium plat as reserved for the exclusive use of one or more but less than all of the unit owners.

3.0 RULES AND REGULATIONS

3.1 Signage. (This section has been DELETED as it was moved to the Bylaws on September 24, 2018).

3.1.1. Free Standing Signs. No signs of any kind, other than provided for in this document, shall be erected within the Common Elements or upon Limited Common Elements without written consent of the Board of Directors of the Association. This includes such signs as yard decorations, name placard, estate sale announcements and political signs and banners.

3.1.2. Attached Signs. No sign/placard/banner may be attached to any building, signpost, light post or other structure within the Common Element.

3.1.3 Real Estate Signs. A “For Sale” sign is defined as any sign displayed in or on the Limited Commons area, whether by the owner or real estate company, which offers a related unit for purchase. Signs shall be of customary and reasonable dimension, style, mounting type and colors. No hand lettered or similar “unprofessional” signs, banners, streamers or flags are permitted. Boxes or tubes offering literature describing the unit may be securely attached to the sign. Each unit owner may display, or cause to be displayed, only **one** such sign upon the Limited Common area adjacent to his or her unit, mounted as close to the building as possible and practicable. Real estate signs may only be displayed while the unit is actively on the market.

3.1.4. Estate Sales. Permission to conduct estate sales must be approved by the Board in writing. Estate sales will be allowed but may not exceed two six-hour days. If there is damage to grassy areas near the estate sale it will be the responsibility of the unit owner conducting the sale to pay for any damages to the area. No estate sales may be held on a trash pick-up day. Estate sales are limited to the contents of one (1) unit.

3.2 Statues/Bird Baths/Ornamentation

No statue, bird bath, or any other type of decoration or ornament over 36 inches tall is permitted in any common element. Those fewer than 36 inches tall are allowed only in Limited Common Element areas, including plantings, patio area or on decks. The use of plastic or wood constructed ornaments is prohibited.

3.3 Flags & Banners

3.3.1. Freestanding. No flagpole is to be put into the ground anywhere in the Common Elements unless approved by the Board of Directors.

3.3.2 Attached. One appropriate size flag or banner may be displayed. It is not to be attached to the building permanently. A permanent mounting bracket may be used. Flags (with the exception of the United States flag) or banners should not be flown continuously so as to appear permanently displayed.

3.4 Landscaping

3.4.1 Bushes/Trees. The Grounds Committee shall determine the location, size and types of all bushes and trees planted within the Common Elements in consultation with the approved landscape contractor. The Committee will, from time to time, publish a list of types of plantings which, with prior approval, may be added by owners in their Limited Common Element areas. The Committee may or may not approve specific requests by owners.

If a Unit owner alters the landscaping around his or her Unit, the maintenance of all shrubs, plants and trees planted by the individual owner is the Unit owner's responsibility, and not that of the grounds crew employed by the Association. All new

planting area must be mulched and no barriers between grass and mulched areas are to be used. Any new planting areas not properly maintained will be done by the landscaping company and billed to the individual Unit owner.

- 3.4.2 Plantings/Grass. No plantings, grass seeding or laying of sod shall be accomplished anywhere in the Common Element except at the direction of the Grounds Committee. Owners may, after Board approval, add plantings, grass seed or sod as long as such planting, seed, or sod is compatible in appearance and type with those already provided. Only natural flowers should be utilized. Flowers may be in or out of pots, within existing flowerbeds, on the patio or deck floor. They may be placed upon driveway areas coincident with summer parking regulations or otherwise removed. They may not be placed upon deck railings or patio fences in any manner which creates an unsafe situation or deterioration of wood surfaces. No pot, planter or any other type of yard décor made of wood or plastic is permitted in any common element or limited common element. Baskets of natural flowers hanging from eaves or temporary poles are permitted.
 - 3.4.3 Mulch/Rock. Mulch and rock are provided as a part of the Common Element and Limited Common Element landscaping. Type and color of mulch shall not be changed by individual owners in order to preserve consistency in appearance. Weed barriers are in place under all mulch. If these are removed for any reason, weed removal in the affected area becomes the responsibility of the owner.
 - 3.4.4 Outbuildings/Sheds. No portion of the Common Element or Limited Common Elements shall be used, in whole or in part, for storage of any property or thing. No sheds or other outbuilding structures are permitted, including upon patio or deck area.
 - 3.4.5 Customizing. Owners may customize the rear border landscaping of Limited Common elements. The Grounds Committee will publish plans, from time to time, which may be considered by owners. These plans will specify the range and types of plantings which may be used and may range from simple flower beds to more elaborate bushes and trees. The possible use of additional rocks and or mulch will be considered. If owners wish other plans to be considered they should be submitted to the Committee for approval prior to starting any work.
 - 3.4.6 Lighting. Ground lighting may be used by owners at entries provided that the light fixture(s) is no taller than 10 inches and placed within existing mulch areas.
 - 3.4.7 Seasonal Lighting/Decorations. Holiday lighting and decorations are permitted outside each unit within the Limited Common Elements and around rooflines and eaves up to one month before holidays. Wreaths may also be displayed. Lights must be extinguished for each season within two weeks after the Holiday. External decorations must be removed within the same time period, weather permitting.
 - 3.4.8 Trees, Bushes, and Shrubs Replacement. Dead trees, bushes and shrubs in common elements and limited common elements will be removed by the association. Replacements, if approved by the grounds supervisor, will be at the association's expense. The owner will be responsible for watering and maintaining all plantings.
- 3.5 Patio/Deck Furnishings
 - 3.5.1 Storage & Furniture. There will be no storage on decks and patios. Only patio furniture and barbecue grills shall be allowed on decks and patios.
 - 3.5.2 Hammocks/Swings. Free standing hammocks and glider swings may be placed upon patios and decks.

- 3.5.3 Barbeques/Fire Pits. Non gas-fired cooking or heating devices shall not be permitted upon deck surfaces. Propane gas grills may be utilized upon decks provided the owner has allowed sufficient clearances between the device and wood surfaces or other combustible material.
- 3.5.4 Hot Tubs. The use of hot tubs upon patios is discouraged unless the owner has taken steps to ensure privacy without limiting the sight lines of other owners or otherwise imposing upon the tranquility of the setting. Hot tubs are not permitted upon wood decks.
- 3.5.5 Screens/Trellises. Bamboo screens or other similar devices may be used in patio areas on a temporary basis for privacy or sun control. No permanent structure is permitted between units in the patio areas other than the fences provided or as a part of an Association and neighbor approved enclosure of the patio area.
- 3.5.6 Hoses. A small hose holder may be used if it is attached to the unit in a place not visible from the street. Any damage done to the building as a result is the responsibility of the owner. Hoses are not to be stored outdoors so that they are visible from the street.
- 3.5.7 Bird Feeders. Bird feeders are permitted when hung or suspended from the deck or in the patio area. Consideration should be shown to other unit owners with respect to cleanliness and neatness of the area as well as regard to the number of feeders used and the possible attraction of unwanted animals. One stand alone feeder in the Limited Common Element area is permitted.
- 3.5.8 Sun Screens. Sun screen products employed on deck areas shall be approved by the Board prior to installation. The Board will publish, from time to time, the names of acceptable manufacturers, models and colors. No other types, brands or colors are permitted. Installation and installed products are the sole responsibility of the owner, including any damage to the building which may result from the use of the product and the return of the building to its original condition if the product is removed. Owners should consider a rider to their homeowners' insurance policy if such products are utilized.
- 3.5.9 Screen/Storm Doors. Owners shall use only the screen/storm door style and make as originally provided by the Developer. Door colors shall also match the original color utilized on an owner's particular unit. Future replacement doors for those installed prior to the original approval of these guidelines shall comply with this paragraph.
- 3.6 Vehicles/Parking/Driveways
 - 3.6.1 General Parking Provisions. Residents may utilize driveways for parking only those vehicles classified as "automobile" by license plate type, and all such vehicles must be currently licensed and operable. Service vehicles may be parked on a unit owner's driveway during business hours while service is being provided. Residents will be responsible for any damage or change in appearance to driveway areas as a result of vehicle parking. Bicycles owned by the unit owners and/or residents shall be parked only in the owner's garage area. (Per Board of Director's letter of clarification to all Association members dated December 9, 2020, during the amendment proxy voting period of 12/04/2020-12/21/2020, personal use light duty/pick-up trucks, regardless of license plate type, are considered to be part of the class of vehicles considered to be automotive vehicles. Commercial use light duty trucks are not considered to be automotive vehicles.)
 - 3.6.2 Parking in Common Elements. Residents and their guests may not park on grass or planted areas. At all times, residents and their guests shall avoid obstructing roadways to through traffic or emergency vehicle access. Avoid parking on both sides of Common

Elements roads as parking is preferred on the gravel areas on the side opposite condo units. Residents must assure that temporary guest vehicle parking does not interfere with snowplowing or grass cutting access.

- 3.6.3 **Overnight Parking.** Overnight parking is defined as the parking of any vehicle within the Common Elements roadways and driveways between the hours of 12:00 am and 6:00 am. Overnight parking is allowed on unit owner's driveway, at a maximum of one vehicle per unit, and as close to the garage door as is possible. Overnight parking on roadways, excluding emergencies, is NOT allowed under any circumstances and may result in a penalty and/or towing at owner's expense. Upon owner's request, permission may be granted by the Board of Directors for overnight parking of construction equipment on the unit's driveway for a limited duration of time.

Second Vehicle Provision. The parking of a second vehicle on a driveway may be allowed provided the homeowner has secured approval from the Board of Directors. Board permission may be granted for parking a second vehicle provided the request is for a limited duration and the frequency of such requests are not excessive. Second vehicles approved for overnight parking shall be required to display an official parking permit visibly on the inside dash of the vehicle, denoting that approval has been granted by the Board of Directors. Failure to display the permit and/or any violations of overnight parking rules may result in a penalty being assessed and/or towing of vehicles at owner's expense.

Refuse Container Provision. Also, upon unit owner's request, the Board of Directors may grant permission to place construction refuse containers on the unit owner's driveway for a maximum of 15 consecutive nights.

- 3.6.4 **Snow Removal.** Any vehicle parked on Common Elements roadways or driveways must be removed prior to a snow removal event. Failure to comply with removing a vehicle from a roadway or driveway prior to a snowplowing event may result in a penalty and/or towing at the owner's expense. If vehicles are parked in driveways when snow plowing operations take place, residents shall be responsible for promptly (defined as within 24 hours of a snowplowing event) clearing snow from their driveways, including proper salt application. Failure to comply with this regulation will result in the unit owner being held responsible for any additional costs incurred by the association for the purpose of removing the snow from the unit owner's driveway. Further, any damage to driveway-parked vehicles resulting from snow removal becomes the responsibility of the unit owner and NOT the association or the plowing contractor.
- 3.6.5 **Consideration.** Residents should consider the impact upon the overall appearance and property values of Oak Ridge Condominiums and any possible inconvenience or aggravation to neighbors as a result of parking vehicles in driveways.
- 3.6.6 **Vehicle Speed Limits.** Residents, their family members and their guests (to the extent possible), shall comply with applicable posted vehicle speed limits. Association street speed limits will be posted at both street entrances to the Oak Ridge Condominium Association.
- 3.7 **Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on the property except that the occupant of each Unit may keep one dog or one cat provided such dog or cat does not exceed sixty (60 lbs.) pounds in weight and other small household pets such as fish, canaries or parakeets, provided that they are not kept, bred or maintained, for any commercial purposes. pets which are born to the permitted animal

will not be considered a permanent pet. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash and accompanied by owner at all times while outdoors. Owner shall pick up and dispose of any excrement from pet. Any Unit owner who wishes to keep a pet, shall apply to the Board for a permit to keep a pet. The Board may issue permits for Unit owners to keep a pet. Such permit shall allow the keeping of only one pet in accordance with rules and regulations to be established by the Board of Directors. Such permit shall be deemed to be a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying or owning therein. The Board may charge an application fee to cover its administrative and enforcement costs.

- 3.8 Diggers Hotline. Owners shall be responsible to call the local Diggers Hotline prior to any planting or digging in Limited Common areas.
- 3.9 Recreation in Common Elements. Use of recreational facilities and of the general Common Elements will be in such manner as to respect the rights of other Unit owners. Use of these areas will be controlled by regulations to be issued from time to time, but in general such use will be prohibited between the hours of 11:00 p.m. and 8:00 a.m.
- 3.10 Satellite Dishes and Antennae. The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law.
- a) Owners must notify the Board in advance of installing a satellite dish or antenna.
 - b) No satellite dishes or antennas may be placed in the common area.
 - c) Satellite dishes and antennas should be attached to the patio/deck adjacent to the owner's unit. In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.
 - d) Wiring for the dish must be installed through the back side of the unit and may not penetrate the buildings' masonry exterior.
 - e) Any common or limited common area affected during installation of the satellite dish must be returned to its original condition at owners' expense within 30 days of installation.
 - f) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal.
- 3.11 Sidewalks. The sidewalks and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

- 3.12 Wash Lines. No wash lines of any kind will be maintained outside any owner's Unit. No Unit owner shall discard or permit to fall any items from the windows.
- 3.13 Common Element Use. All Common Elements will be used for their intended purposes. No articles belonging to Unit owners shall be kept in or on the Common Elements and such areas shall at all times be kept free of obstruction.
- 3.14 Unit Use. The intended use of all Units is for single family residential purposes and all shall be used in this manner.
- 3.15 Garbage. Disposal of garbage and trash shall be accomplished solely by use of garbage disposals and appropriate containers. Garbage and trash shall be kept out of sight except for time of pickup.
- 3.16 Noise Control. No Unit owner may make or permit to be made any disturbing noises in the Unit or Common Elements whether made by the owner, tenant, guests, or pets. In addition, no owner may permit anything to be done by such persons that will interfere with the rights, comforts and conveniences of any other unit owner.
- 3.17 Maintenance of Units. A Unit owner must maintain in good condition and repair his or her Unit and all internal surfaces within or surrounding the Unit; and maintain and repair the fixtures therein and to promptly pay for any utilities which are metered separately to the Unit.
- 3.18 Structural Change of Units. A Unit owner may neither make, nor cause to be made, any structural addition or alteration to the Unit, nor to the Common Elements, without the prior written approval of the Board. Such consent may be granted by the Board upon such terms and conditions as is it deems appropriate.
- 3.19 Appearance of Units. No Unit owner shall make repairs, remodel or alter in any way his or her Unit in any manner which will affect the appearance of the exterior of the building without the prior written approval of the Board.
- 3.20 Leases & Rentals. (This section has been DELETED as it was moved to the Bylaws on September 24, 2018).
- 3.21 Owner Liability. A Unit owner shall be liable for the expense of any maintenance, repair or replacement necessary by a Unit owner's act, neglect or carelessness or that of any member of the Unit owner's family, guests, employees, agents, lessees or pets but only to the extent that such expense is not met by the proceeds of any insurance carried by the Association. Such liability shall include any increase in fire insurance rated occasioned by use, misuse, occupancy or abandonment of a Unit, its appurtenances, or of the Common Elements.
- 3.22 Prohibited Activities. Nothing shall be done in any unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Board Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance,

regulation, permit or other validly imposed requirement of government body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from such damage or waste caused by him and his invitee, to the Association or the other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become any annoyance or nuisance (including the use of Hi Fi's, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any person at any time lawfully occupying the Unit.

4.0 CONSERVANCY AREA RESTRICTIONS

As required by the Village of Hartland, the following are conservancy area restrictions which are also found on the Condominium Plat as a part of the Declaration of Condominiums. It shall be prohibited to:

- 1) Grade and fill beyond the environmental corridor line as established by SEWRPC;
- 2) Remove peat or topsoil within the Conservancy Area;
- 3) Remove or destroy any vegetative cover, i.e. trees, shrubs, grasses, hedges, etc., with the exception of dead vegetative removal;
- 4) Introduce plant material not indigenous to the existing environment

5.0 PENALTIES

5.1 First Notice. Owners who violate the provisions of these Rules & Regulations, or any stipulations found in the Association's Declaration or By-Laws, will be notified of the infraction by a member of the Board of Directors or its Agent by either telephone or email and also by written notice. The Unit owner will have twenty-four (24) hours from receipt of notice to rectify the situation described. In the case of written notice, the notice is considered to have been received three (3) business days after being postmarked by USPS, or upon the email being sent. If the Owner fails to rectify the situation in the time allotted or fails to provide an acceptable reason for the failure to comply to the Board of Directors, the Owner is subject to a fine of \$25.00 per infraction. All fines are to be paid to the General Fund of the Association.

5.2 Second and Subsequent Notices. If, after the First Notice, the violation is not remedied or the infraction is committed again, the Unit owner will be notified by either telephone or email and also by written notice and subject to a fine of \$50.00 for the Second Infraction. If, after the Second Notice, the violation continues, the Unit Owner will be notified by either telephone or email and also by written notice of subsequent infractions and will be subject to a fine of \$100.00 per calendar day until the violation has been rectified. Each day a violation continues shall be considered a separate infraction, subject to additional penalties.

3381203

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

04-26-2006 1:07 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDSREC. FEE: 4.00
REC. FEE-CD: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 1

WC3381203-001

Document Number

STATUTORY RESERVE
ACCOUNT STATEMENTRe: Oak Ridge CondominiumCondominium, being a condominium created under the Condominium
Ownership Act of the STATE OF WISCONSIN by a "Declaration of
Condominium for Oak Ridge (Oak Tree Ridge, Inc)Condominium", dated the 21st day
of December, 1992 and recorded the _____ day of
_____ in the Office of the Register of Deedsfor Waukesha County, Wisconsin, in
(Rec'd)(Vol.) 4 of Records, at (Image) (Pages) 01
through _____, as Document No. 1806134
and by a Condominium Plat (hereinafter "Condominium").The Condominium ~~(shall)~~ (shall not) have a Statutory Reserve Account, as
described in Wis. Stat. § 703.163, effective May 1, 2006.
This determination is made by the ~~(Declarant)~~ (Association
with the written consent of a majority of the Unit votes).If the Condominium will not have a Statutory Reserve Account, it is
anticipated that future expenditures for the repair and replacement of the
common elements will be funded by: Special Assessment
Common Reserve Account

Recording Area

Name and Return Address

c/o Real Estate Specialists
P.O. Box 438
Pewaukee, WI 53072

Parcel Identification Number (PIN)

Dated this 21st day of April, 2006.Bonnie J. Lewis-Tschannen
* Bonnie J. Lewis-Tschannen
Title: Managing Agent

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Bonnie J. Lewis-Tschannen

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN, _____)

Waukesha County, _____) ss.Personally came before me this 21st day of
April, 2006, the above namedBonnie Lewis-Tschannento me known to be the person _____ who executed
the foregoing instrument and acknowledged the same.* Kelly M. Heermann KELLY M. HEERMANN
Notary Public, State of Wisconsin
My Commission is permanent (If not, state expiration date:
11-12-06)

OAK RIDGE CONDOMINIUM OF HARTLAND

OWNER AND ASSOCIATION RESPONSIBILITIES

The following guidelines are intended to summarize and clarify responsibilities of Unit Owners and the Condominium Association. Specific responsibilities are contained in the Declaration of Condominium, By-Laws and Rules and Regulations, and in the case of question or conflicting information, those documents should be consulted and will govern. Unit owners should familiarize themselves with these documents, especially the Rules and Regulations following this summary of responsibilities. Whenever a question arises, the Board of Directors of the Association should be consulted for guidance and clarification before a Unit owner undertakes a course of action.

As stated in the Declaration, and restated here for reference, a “Unit” means a part of the condominium intended for any type of individual, private or independent use, including one or more cubicles of air or one or more rooms or enclosed spaces located in the building having outer boundaries as follows:

The vertical boundaries of each unit shall be the interior surfaces of the perimeter walls of the unit and the plane of the outside faces of doors and windows bounding a unit extended in each case to an intersection with the horizontal boundaries. The horizontal boundaries shall be the plane of the under-surface of the basement or lower level floor and the plane of the under-surface of the ceiling. All windows, window frames, doors, including all glass and locks in windows and doors shall be part of the unit. Each two-car garage immediately adjacent and appurtenant to each unit shall be part of the unit.

UNIT OWNERS

- Improvements or alterations within the unit as defined above, as long as they do not impair the structural integrity or lessen the support of any portion of the condominium.
- Maintaining the interior of the unit and all of its equipment, fixtures and appurtenances including, but not limited to, pipes, ducts, electrical wiring and conduits, plumbing, heating and air-conditioner units (including any portions located in a limited common element) in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance and repair.
- Paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his/her unit and all walls, ceilings, floors and doors within the boundaries of his/her unit, and to erect partition walls of a non-structural nature, provided that such unit

owner shall take no action which in any way will materially change any common walls, except as otherwise provided in the Declaration.

- Unit owners are responsible for maintenance, repair and/or replacement of water heaters, doors and windows (including replacement of broken glass), steps, stairways, carpeting, lighting fixtures, refrigerators, ranges, dishwashers, disposals, laundry equipment such as washers and dryers, doorbells, garage door openers, storage areas, or other equipment which may be in, or connect with the unit or the Limited Common Element appurtenant to the Unit.
- Upon obtaining prior approval of the Grounds Committee, acting on behalf of the Board of Directors of the Association, Unit owners may install additional landscaping in the Limited Common Areas immediately adjacent to the owners Unit. Such landscaping becomes the sole responsibility of the Unit owner for maintenance. Any such landscaping must be maintained by the Unit owner consistent with landscaping elsewhere in the development. This landscaping and its ongoing maintenance will become the responsibility of all future owners of the Unit which originally installed the landscaping.
- Installation of hot tubs, porch enclosures and awnings are allowed after obtaining approval from the Board of Directors. Such items also need the approval of adjacent Unit owners and must conform to previously established guidelines for color, size and uniformity. Hot tubs may require additional landscaping to screen them from view. Such landscaping will also require approval from the Board of Directors will be installed at the sole expense of the Unit owner and will be the responsibility of the Unit owner for ongoing maintenance. Subsequent Unit owners will bear the responsibility and cost of ongoing maintenance of these items.

ASSOCIATION

- The association shall be responsible for all the management and control of the common elements and the limited common elements and shall cause them to be maintained, repaired and kept in good, clean, attractive, and sanitary condition, order and repair. Without in any way limiting the foregoing, The Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit owner and his unit), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements and Limited Common Elements:
 1. All painting , repairing , restoration, maintenance, and decorating of building exteriors and roofs, including garages and decks; excluding glass replacement in unit;
 2. General repair, maintenance, repair or replacement of exterior fixtures including mailboxes;
 3. All grass cutting edging and trimming;
 4. Tending and cultivating bush beds and limited pruning of bushes and shrubbery for those beds established by the developer or the Association;

5. Replacement of landscaping and shrubberies in for those items planted by the developer or the Association;
 6. Tree pruning, cutting and replacement;
 7. Fertilizing and weed control as required;
 8. Raking and disposal of leaves and leaf removal from building gutters;
 9. Repair, replacement or restoration of sidewalks, fences, driveways, retaining walls, and recreation area;
 10. Repair and maintenance of exterior lights and associated equipment, including the two lights on the front of each garage, but excluding deck, patio and other lights installed by Unit owners.
 11. Snow removal and sanding walks, parking areas and roadways.
- The Association shall provide and maintain liability, fire, multi-peril, broad form of extended coverage insurance on the Condominium in the amount equal to the replacement value of the Condominium. **This insurance has a \$1,000 deductible for any claim filed and approved.** Unit owners are advised to consider their own supplemental policy to cover any difference in the Association deductible and a given loss.
 - The Association may provide any service or maintenance requested by a Unit owner or owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially asses such requesting Unit owner or owners therein.