

Affidavit of Correction

Document Number



8 3 6 8 0 5 9
Tx:4313046

1081708

**RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON**

08/26/2019 01:59 PM

REC FEE: 30.00

TRANS FEE:

PAGES: 4

EXEMPT #:

Recording Area

Name and Return Address

Charles Fiergola

von Briesen & Roper, s.c.

411 E. Wisconsin Avenue, Suite 1000

Milwaukee, WI 53202

\$30 E

16-181-08-81-000 through 16-201-07-76-000

Parcel Identification Number (PIN)

THE VILLAS OF LAKERIDGE CONDOMINIUM ASSOCIATION, INC.

CHARLES FIERGOLA, being first duly sworn on oath, deposes and says:

- THIRD AMENDMENT AND RESTATED DECLARATION OF
CONDOMINIUM OF THE VILLAS OF LAKERIDGE CONDOMINIUM,
recorded in Ozaukee County, State of Wisconsin, as Document No.
1081036 on August 12, 2019. (the “Recorded Document”).

- References to “Article 10” in Sections 1.9, 1.20, 1.22 and 3.1 were automatically altered by a software function to replace “Article 10” with “Error! Reference source not found.”

- 1.9 Condominium. The “Condominium” shall be known as The Villas of Lakeridge Condominium and shall mean the Property together with the Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property and as the Condominium may be expanded from time to time pursuant to Article 10.

1.20 Phase. “Phase” shall mean any group of Units subjected to this Declaration at the same time. The first Phase consists of those Units

described herein and each subsequent Phase will be identified in expansion amendments pursuant to Article 10 hereof.

1.22 Property. The "Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A, and such portions of the Expansion Real Estate as are hereafter added to the Condominium in the manner described in Article 10.

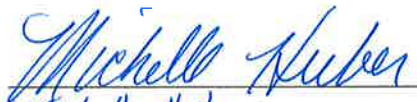
3.1 Unit Interest. Each Unit shall have an Interest equal to one (1) divided by the number of Units in the Condominium. Initially, each Interest is 1/20th. The respective Interests may be changed as a result of expansion as set forth in Article 10 and will not exceed 1/56th of the Condominium if fully expanded.

6. The Legal Description for The Villas of Lakeridge Condominium is attached as **Exhibit A**.
7. This Affidavit of Correction is being recorded in accordance with § 706.085, Wis. Stats., and should be recorded and indexed against the property that is described on the preceding cover page to this Affidavit.

Dated: 8/23/19


Charles Fiergola

Subscribed and sworn to before me
This 21st day of August 2019


Michelle Huber
Notary Public:

Milwaukee County, State of Wisconsin

My commission expires: 12/12/2021



This instrument is drafted by
Charles Fiergola, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202

EXHIBIT A

All units in The Villas of Lakeridge Condominium, a condominium existing under and by virtue of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, created by a Declaration of Condominium recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin on January 7, 2002, in Volume 1420, Page 27, as Document No. 698713; as amended by First Amendment to the Declaration recorded on April 1, 2002, in Volume 1459, Page 125, as Document No. 707311; as further amended by Second Amendment to Declaration recorded on January 21, 2005, as Document No. 0810531, and as further amended by Third Amendment and Restated Declaration of Condominium of the Villas of Lakeridge Condominium, recorded August 12, 2019, as Document No. 1081036. Said condominium being located in the City of Port Washington, Ozaukee County, State of Wisconsin on the real estate described in said declaration incorporated here and by reference thereto.

Document Number

**THIRD AMENDMENT AND RESTATED
DECLARATION OF CONDOMINIUM
OF THE VILLAS OF LAKERIDGE
CONDOMINIUM**



8 3 6 7 0 8 9

Tx:4312340

1081036

RONALD A. VOIGT

OZAUKEE COUNTY

REGISTER OF DEEDS

RECORDED ON

08/12/2019 02:17 PM

REC FEE: 30.00

TRANS FEE:

PAGES: 39

EXEMPT #:

THIS THIRD AMENDMENT AND RESTATED DECLARATION OF CONDOMINIUM was adopted by a meeting of the membership of The Villas of Lakeridge Condominium Association, Inc. to amend and restate the Declaration of Condominium for The Villas of Lakeridge Condominium.

The legal description for The Villas of Lakeridge Condominium is the following:

All units in The Villas of Lakeridge Condominium, a condominium existing under and by virtue of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, created by a Declaration of Condominium recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin on January 7, 2002, in Volume 1420, Page 27, as Document No. 698713; as amended by First Amendment to the Declaration recorded on April 1, 2002, in Volume 1459, Page 125, as Document No. 707311; as further amended by Second Amendment to Declaration recorded on January 21, 2005, as Document No. 0810531. Said condominium being located in the City of Port Washington, Ozaukee County, State of Wisconsin on the real estate described in said declaration incorporated here and by reference thereto.

Recording Area

Name and Return Address

Charles Fiergola

von Briesen & Roper, s.c.

411 E. Wisconsin Avenue, Suite 1000

Milwaukee, WI 53202

\$ 30

16-181-08-81-000 through 16-201-07-76-000

Parcel Identification Number (PIN)

THIRD AMENDMENT AND RESTATED DECLARATION OF CONDOMINIUM OF
THE VILLAS OF LAKERIDGE CONDOMINIUM

Table of Contents

Statement of Declaration.....	2
1. Definitions.....	2
2. Division of Condominium into Separate Freehold Estates.....	4
3. Interest and Common Elements	5
4. Association of Unit Owners	5
5. Assessments	6
6. Maintenance and Alterations	7
7. Restrictions on Use and Occupancy.....	7
8. Reconstruction and Condemnation	9
9. Insurance	11
10. [This section has been deleted]	
11. Amendment of Declaration.....	13
12. Rights of Mortgage Holders.....	13
13. [This section has been deleted]	
14. Remedies for Violation by Owner	14
15. Service of Process	15
16. Easements.....	15
17. Construction and Effect.....	15
18. Common Elements Disclosure.....	16
Exhibit A	
Exhibit B	
Exhibit C	
Exhibit D	

**THIRD AMENDMENT AND RESTATED DECLARATION OF CONDOMINIUM
OF
THE VILLAS OF LAKERIDGE CONDOMINIUM**

THIS THIRD AMENDMENT AND RESTATED DECLARATION OF CONDOMINIUM made as of the 16th day of April, 2019, amending and restating the Declaration of Condominium for The Villas of Lakeridge Condominium, recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin on January 7, 2002, in Volume 1420, Page 27, as Document No. 698713; as amended by First Amendment to the Declaration recorded on April 1, 2002, in Volume 1459, Page 125, as Document No. 707311; as further amended by Second Amendment to Declaration recorded on January 21, 2005, as Document No. 0810531 (said Declaration and all amendments prior to the date hereof shall hereinafter be referred to as the "Original Declaration").

RECITALS

The Villas of Lakeridge Condominium (hereinafter referred to as the "Condominium") consists of a certain parcel of real estate located in the City of Port Washington, Ozaukee County, Wisconsin, which real estate has previously been submitted and subjected, together with all buildings, improvements and other permanent fixtures thereon, and all rights and privileges belonging or in any way appertaining thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, together with any successor provisions as now or hereafter enacted or amended, as set forth in the Original Declaration.

At a meeting of the members held on April 16, 2019, the Association passed additional amendments to the Original Declaration, which shall be referred to as the Third Amendment. The Third Amendment did the following: (1) amended Section 4.2 to match the requirements set for under the Wisconsin Condominium Ownership Act, (2) amended Sections 6.1 and 6.2 to shift the maintenance and repair responsibilities for the Limited Common Elements to the Association, (3) amended Section 7.5 to allow signs and flags as allowed under Wisconsin law, (4) amended and clarified the scope of the Association's insurance obligations, (5) removed outdated and unused provisions related to the Declarant; and (6) updated the language referring to the Association's registered agent.

For the purpose of consolidating and incorporating all amendments to the Original Declaration into one single document, including the Third Amendment, it is desired that the Original Declaration be amended and restated as set forth herein.

The exhibits attached hereto are intended to combine the original plat and amendments thereto, without overlap or duplication, to provide an accurate depiction of the fully expanded condominium. Accordingly, the following exhibits are attached:

- Exhibit A is the Exhibit A that was attached to the Declaration of Condominium filed on January 7, 2002, in Volume 1420, Page 27, as part of Document No. 698713 and provides the legal description of the Condominium

- Exhibit B are the Exhibits 1A and 1A1 that were part of the Second Amendment recorded on January 21, 2005, as part of Document No. 0810531. This Exhibit shows the fully expanded Condominium, as expanded to include Phase II.
- Exhibit C is the Exhibit B that was attached to the Second Amendment recorded on January 21, 2005, as part of Document No. 0810531. This Exhibit shows the floor plans for the units in both Phase I and Phase II.
- Exhibit D is the Exhibit C that was attached to the Second Amendment recorded on January 21, 2005, as part of Document No. 0810531. This Exhibit indicates the building and unit number designations for units added to the Condominium in Phase II. The building and unit designations for the units in Phase I were previously indicated in the Condominium Plat.

STATEMENT OF DECLARATION

Now, therefore, at least seventy percent (70%) of the Unit Owners and their respective first mortgagee(s) having consented in writing hereto (thus constituting the required consents and approvals for amendment of the Declaration set forth in Section 703.09(2), Wis. Stats.), the Original Declaration is hereby amended and restated in its entirety and the following terms, conditions, easements, restrictions, uses, reservations, limitations and obligations shall run with the land and shall be a burden and benefit and be binding upon the undersigned, and their successors, grantees, assigns, heirs, executors and administrators, and any other person acquiring or owning an interest in the real estate comprising the Condominium, pursuant to the terms set forth below.

ARTICLE 1. DEFINITIONS

The following terms shall have the following definitions:

1.1 Act. The “Act” shall mean the Wisconsin Condominium Ownership Act, as currently set forth at Chapter 703 of the Wisconsin Statutes and as the same shall be amended or renumbered from time to time.

1.2 Association. The “Association” shall mean The Villas of Lakeridge Condominium Association, Inc. established under Article 4 hereof.

1.3 Association Insurance. “Association Insurance” shall mean all policies of insurance to be maintained by the Association under this Declaration.

1.4 Board. The “Board” or “Board of Directors” shall be the governing body of the Association, elected in accordance with the Bylaws (as hereinafter defined).

1.5 Building. A “Building” shall be any freestanding structure located on the Property (as hereinafter defined) which contains Units (as hereinafter defined).

1.6 Bylaws. The “Bylaws” shall mean the Bylaws of the Association as adopted by the Board.

1.7 Common Elements. The "Common Elements" shall consist of all of the Condominium (as hereinafter defined) and Buildings located therein except for the Units and are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners (as hereinafter defined) and are referred to as the "General Common Elements," Other Common Elements are limited to the use of an individual Unit to which they are appurtenant and are referred to as "Limited Common Elements". The General Common Elements and Limited Common Elements are more particularly described in Sections 2.1 and 2.2 hereof.

1.8 Common Expenses. The "Common Expenses" are any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association, including, but not limited to, expenses for landscaping, lawn care, snow removal, improvements to the Common Elements, security lighting, Association Insurance premiums, municipal utility services for the Common Elements, maintenance and management wages, other costs associated with the Common Elements, except as otherwise provided for in this Declaration, and fees of outside consultants.

1.9 Condominium. The "Condominium" shall be known as The Villas of Lakeridge Condominium and shall mean the Property together with the Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property and as the Condominium may be expanded from time to time pursuant to **Error! Reference source not found.**

1.10 Condominium Documents. The "Condominium Documents" are this Declaration, the Articles of Incorporation and Bylaws of the Association, and such Rules (as hereinafter defined) as may be adopted by the Board pursuant to this Declaration or the Bylaws.

1.11 Declarant. The "Declarant" shall mean Lakeridge Townhomes, LLC or each successive person to whom the special rights of Declarant under this Declaration are assigned in accordance with Section 17.7 of this Declaration.

1.12 Declaration. "Declaration" shall mean this Declaration of Condominium of The Villas of Lakeridge Condominium as the same may be amended from time to time.

1.13 Director. A "Director" shall mean a member of the Board.

1.14 Expansion Real Estate. "Expansion Real Estate" shall mean those lands described on Exhibit A and reserved for possible annexation to the Condominium.

1.15 Interest. "Interest" shall mean the proportionate undivided interest in the Common Elements appurtenant to each particular Unit in the Condominium.

1.16 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Unit or the vendor's interest under a recorded first lien land contract of the Unit.

1.17 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.18 Occupant. “Occupant” shall mean the Owner or any other person residing in a Unit.

1.19 Owner. “Owner” shall mean each fee simple owner of a Unit and each vendee of a Unit under a recorded land contract. The Declarant is an Owner with respect to each Unit to which it holds title.

1.20 Phase. “Phase” shall mean any group of Units subjected to this Declaration at the same time. The first Phase consists of those Units described herein and each subsequent Phase will be identified in expansion amendments pursuant to **Error! Reference source not found.** hereof

1.21 Plat. “Plat” shall mean that certain plat of condominium comprised of a plat of survey of the Property, building floor plans, unit addresses and Expansion Real Estate as recorded or to be recorded in the Register’s Office (as hereinafter defined) and as the same may be amended from time to time.

1.22 Property. The “Property” shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A, and such portions of the Expansion Real Estate as are hereafter added to the Condominium in the manner described in **Error! Reference source not found.**

1.23 Register’s Office. The “Registers Office” is the Office of the Register of Deeds for Ozaukee County, Wisconsin.

1.24 Rules. The “Rules” shall mean rules and regulations established by the Association as provided in Section 4.1.

1.25 Unit. “Unit” shall mean a separate freehold estate, consisting of the space bounded and described in Article 2.

ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

2.1 Units. The Condominium shall initially include twenty (20) Units, with identification and addresses as set forth in Exhibit A. The boundaries of each Unit shall consist of the interior planes of the perimeter walls, ceiling and floors inside the Unit as depicted in the floor plans attached as Exhibit A. Each Unit also includes the garage, garage door, all windows, window sashes, locks and frames, all doors, and all mechanical and utility installations which exclusively service the Unit.

2.2 Common Elements.

(a) Each Unit also has appurtenant Common Elements, which consist of both General and Limited Common Elements.

(b) The Limited Common Elements are reserved for the exclusive use of the Unit to which they are appurtenant. The Limited Common Elements of each Unit consist of

(1) patio or deck appurtenant to a Unit; (2) the light fixture and light bulb lighting the porch or deck; and (3) the driveway appurtenant to a Unit.

(c) The General Common Elements shall consist of all of the Condominium except the Units and the Limited Common Elements.

(d) Supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit shall be part of the Unit; and all other such lines, pipes, wires or conduits outside of a Unit shall be General Common Elements to the extent not owned and/or maintained by any public utility, governmental unit or cable television company.

2.3 No Separation of Units. Units may not be separated.

ARTICLE 3. INTEREST AND COMMON ELEMENTS

3.1 Unit Interest. Each Unit shall have an Interest equal to one (1) divided by the number of Units in the Condominium. Initially, each Interest is 1/20th. The respective Interests may be changed as a result of expansion as set forth in **Error! Reference source not found.** and will not exceed 1/56th of the Condominium if fully expanded.

ARTICLE 4. ASSOCIATION OF UNIT OWNERS

4.1 Administration. The Declarant shall create the Association, which shall be incorporated and shall adopt Bylaws for the governance and administration of the Condominium. The Association shall administer the Condominium and the provisions of this Declaration and the Bylaws, acting through its Board. From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements, After adoption, the Rules shall be binding upon Owners and Occupants.

4.2 Membership and Voting. Each Owner shall be a member of the Association and membership shall commence and terminate with ownership. Each Unit shall be vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100, to be cast as set forth in the Bylaws. If the Association has filed a statement of condominium lien against any Unit for unpaid assessments, that Unit shall not be allowed to vote its vote until such past due assessments are paid in full to the Association.

4.3 Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable with or without cause upon ninety (90) days notice without payment of any penalty.

4.4 Approvals. Any proposal by an Owner being considered for Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (1) freedom and safety of access and convenience to other Units; (2) requiring the written agreement of the Owner making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the

termination of such use; and (3) requiring the Owner's written agreement to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements resulting from the approved proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association president (A) indicates in writing or (B) fails to respond within sixty (60) days following the Owner's written submission of a proposal unless, prior to the expiration of such period, additional information is requested of the Owner by the Board or the Board issues its written refusal.

ARTICLE 5. ASSESSMENTS

5.1 Budget and Assessments. The Association shall annually adopt a budget of Common Expenses and levy general and special assessments therefor against the Units, except as set forth herein. The budget shall include amounts representing assessments that are bad debts and shall include an adequate replacement reserve out of general assessments. The Association may also levy (a) special assessments on all Units for any purpose for which a general assessment may be levied, including capital improvements, and (b) special assessments or fines on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance by such Owner with any provision of the Condominium Documents, including assessments under Section 14.2.

5.2 Installments; Late Payments. General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date shall constitute a default and in the event of such default all of the unpaid balance of the annual assessment for the year of default shall immediately become due and payable. If the Owner fails to cure the default prior to January 1 of the subsequent calendar year, the total assessment for such year shall become due and payable effective January 1 of such year. Any assessment payments made on or after the eleventh (10) day of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

5.3 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including reasonable attorneys' fees. Owners shall be both personally liable for assessments and a lien shall be imposed against such Owner's Unit for any unpaid assessments. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection, including reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien.

5.4 Initial Working Capital Fund. Each Owner of a Unit shall, at the time of conveyance to such Owner, pay to the Association an amount equal to two (2) months installments of the general assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account. Declarant shall advance a like amount for each Unit in a Phase for

which a certificate of occupancy has been issued and which remains unsold sixty (60) days from the conveyance of the first Unit in such Phase. Upon conveyance of a Unit where Declarant has made such an advance, the advance shall be reimbursed to Declarant by the Unit purchaser at the time of conveyance of the Unit. The working capital fund may not be used by Declarant to defray Declarant expenses, reserve contributions or construction costs, nor may Declarant apply any of the working capital fund against Association budget deficits during the period of Declarant control. Upon the expiration of Declarant control, this fund, to the extent the Board so designates, may be held to meet unforeseen expenditures or to supplement the replacement reserve fund.

5.5 Association Statements. Within ten (10) days of written request from a Unit Owner or Mortgagee, the Association shall provide a letter stating the existence of outstanding general or special assessments against the Unit, if any. Notwithstanding anything to the contrary in the preceding sentence, all Units conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such Units.

5.6 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated among all Owners according to the Interest applicable to their Units. All common surpluses of the Condominium for each of its fiscal years shall be retained for common expenses of the Condominium for the next succeeding fiscal year.

ARTICLE 6. MAINTENANCE AND ALTERATIONS

6.1 Owner Responsibility. Each Owner, at the Owner's sole cost, shall: (1) perform routine maintenance, repair and replacement of all components or installations of the Unit; (2) pay for the repair and replacement of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit; (3) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security; and (4) keep the Limited Common Elements appurtenant to the Unit in a good, clean, sanitary, and attractive condition.

6.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements and Limited Common Elements, except as expressly provided at Section 6.1.

ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY

7.1 Residential Purposes Only. Each Unit shall be occupied and used only for residential purposes and for no other purpose. No trade or business shall be carried on anywhere on the Condominium, except for (1) the incidental use of a Unit for personal business conducted by mail and telecommunications which does not burden the use of the Common Elements by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale or lease of Units, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Units or

by the Association for conducting its affairs. No Owner or Occupant shall carry on any trade or business under this Section if it is not permitted to be carried on at the Condominium under any ordinance, statute or regulation.

7.2 Connection Between Ownership and Occupancy of Units. Each Unit must be occupied by one of the following: (a) an Owner who is a natural person; (b) the equitable beneficiary of an Owner that is a trust; (c) the shareholder, director, member, partner, employee, or officer of an Owner that is an entity provided that such occupancy is without charge and is not in the nature of a transient tenancy, which shall be defined as a tenancy of one (1) year or less; or (d) a member of the immediate family of an Owner who is a natural person. For purposes of this section, "immediate family" is limited to parents, grandparents, children, grandchildren, siblings, or in-laws. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by an Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to, address any breach with the offending Occupant.

7.3 No Time Shares. No Unit shall be subject to any time share of similar arrangement, whether or not under Wis. Stats. Chapter 707.

7.4 Pets. Owners may have the privilege of keeping pets within the Condominium, subject to the following:

(a) The pet must be under twenty four inches ("24") in height when measured from the base of its fore-paw to the top of the corresponding shoulder, provided that a pet which complies with this requirement but subsequently grows to be non-complying shall be deemed at that time to not be in compliance, and provided further that the Board may in its sole and absolute discretion permit the keeping of a pet of up to twenty seven inches ("27") in height measured as above if the Board believes that such pet will not pose a threat to the safety and community of the Condominium and the Owners. An Owner shall only be allowed to keep two (2) dogs; or two (2) cats; or one (1) dog and one (1) cat within the Condominium at any one time.

(b) No reptiles or uncaged birds shall be permitted within the Condominium.

(c) The pet is not permitted on any of the Common Elements or areas of Units outside of Buildings while unleashed.

(d) The individual attending the pet shall immediately dispose of any and all of the pet's solid waste in the manner prescribed by the Board.

(e) The owner of the pet shall comply with such further Rules of pet ownership as may be promulgated by the Board.

(f) The pet must be licensed by the municipality, if required under applicable ordinances.

(g) The pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board, the pet is or becomes offensive, a nuisance

or harmful in any way to the Condominium or any Owner or Occupant, or otherwise violates the terms of this Section or Rules.

(h) Any and all costs of repairing damage caused by a pet shall be borne by its owner.

(i) Any Owner failing to comply with any part of this Section shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five Hundred Dollars (\$500.00) per month or part thereof until the Owner has complied, in addition to any other remedy including the revocation of the license to maintain a pet. Such pet fee shall be a special assessment and may be collected in the same manner as assessments under Article 5. Possession of pets on the Condominium shall not be considered a property right.

7.5 Signs. No Owner may erect, post or display posters, signs or advertising material on the Common Elements or at locations within a Unit which are visible from the Common Elements without the prior written consent of the Board, except that:

(a) An Owner may within the Unit erect or post a temporary sign relating to the open house of a Unit for sale or lease. When selling a Unit, an Owner may post a temporary “for sale” sign on the general common area adjacent to his or her unit. Such signs must be removed upon the sale of the Unit.

(b) An owner may display signs within the Unit that support or oppose a candidate for public office or a referendum question.

(c) An owner may also display the United States flag on the outside of the unit. Flags shall be mounted on wooden columns or decks using suitable brackets. Brackets or mounting must be approved by the Board.

Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. “Signs” as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

ARTICLE 8. RECONSTRUCTION AND CONDEMNATION

8.1 Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or Common Elements (the “Damaged Premises”), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and in accordance with the maps, plans and specifications used in the original construction insofar as practicable. The Board may authorize changes to the same with the consent of the Mortgagees of the Units so affected and with the recordation of an amendment to this Declaration noting the effects thereof.

8.2 Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair Common Elements, then, subject to Section 8.3, the Owners of all Units shall be assessed according to their Interests for the deficiency relating to the reconstruction or repair of Common Elements comprising Damaged Premises. The provisions of Article 5 shall apply to all sums assessed for any deficiency.

8.3 Partition. If the insurance proceeds are insufficient to reconstruct or repair the Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of 75% of all Owners and Mortgagees. If such approval is not obtained within 30 days from the date of adjustment of insurance proceeds following the fire, casualty or other disaster, then no such action for partition shall be maintained or initiated.

8.4 Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements and insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed subsequent to initial construction of the Unit.

8.5 Construction Fund. Insurance proceeds and special assessments under Section 8.2 shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to the Owners and their Mortgagees as their interests may appear, in accordance with their Interests.

8.6 Condemnation. If all or any portion of the Condominium is taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, this Section shall control. Each Owner of an affected Unit shall have the right to appeal of the necessity of the taking and of the amount of the condemnation award with respect to its Unit and Limited Common Elements appurtenant to such Unit. The Association shall have the exclusive right of appeal of the necessity of the taking and the amount of the condemnation award with respect to the General Common Elements. Any settlement or decision on an appeal by the Association as to the General Common Elements shall be binding upon all Owners. Damages shall be awarded and Interests shall be adjusted as follows:

(a) Each Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit, if any.

(b) If no reconstruction is undertaken, any award for the taking of General Common Elements shall be allocated to all Owners in proportion to their respective Interests.

(c) Where an entire Unit is taken, the Interests and votes on Association matters appertaining to the remaining Units shall be adjusted post-condemnation in the same manner as following an expansion of the Condominium. A partial taking of a Unit shall not include the Interest or vote appurtenant to the Unit. If Interests or votes are affected, the Association shall record an amendment which discloses the nature of the taking and adjustments

caused thereby. Following the taking of all or a part of the Units and the General Common Elements, the Association shall promptly undertake to restore the improvements of the General Common Elements to an architectural whole. Costs of restoration of the General Common Elements in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Owners having 75% or more of the interests. Upon partition, the net proceeds of sale of the Condominium, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their Interests. If the 75% approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction shall take place with costs of restoration of Units and the General Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their Interests.

ARTICLE 9. INSURANCE

9.1 Association Insurance. The Association shall obtain and maintain commercial general liability insurance for occurrences on the property and all risk property damage insurance coverage for the full replacement value of the, including all of the units and fixtures contained therein (but not including furniture, furnishings or other personal property of the unit owners), together with all heating equipment and other service machinery contained therein, and all common elements and limited common elements.

9.2 Coverage of Association Insurance. The property damage insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an “agreed amount” and a “replacement cost” endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

9.3 Proceeds. Association Insurance proceeds for property damage loss shall be for the benefit of the Association, Owners of damaged Units and their Mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

9.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of Unit shall be allocated solely to its Owner. The Board shall cause its insurer to designate such portions of premiums in order to facilitate this allocation, or the Board may make a reasonable estimate of such allocation.

9.5 Waiver of Subrogation. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence

of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (1) result in termination of any such policies, (2) adversely affect the right of recovery thereunder, (3) result in reputable insurance companies refusing to provide such insurance, or (4) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, provided that, in the case of such increase, the Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (w) by the size, design or composition of the Unit, (x) by reason of anything done or kept in a Unit, or (y) the failure of any Owner or Occupant to comply with Association Insurance requirements or (z) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit.

9.7 Additional Insurance Provisions.

(a) Each unit owner shall obtain, at a minimum, fire, casualty and extended loss insurance coverage for personal property and real property. The unit owner shall maintain real property coverage equal to the greater of (1) two times the Association policy's deductible or (2) an amount determined by the owner in consultation with his or her insurance advisor. Premiums for such insurance shall be an individual expense of the respective unit owners. Said unit owner's policy shall also provide coverage for Unit owner's personal liability. Unit owners shall provide to the Association proof of insurance on an annual basis.

(b) If maintenance or repair is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or persons (including the Association) who would be responsible for such maintenance or repair in the absence of insurance as specified in Sections 6.1 and 6.2 of this Declaration, which assigns repair and maintenance responsibilities, and the Bylaws, as applicable. If the loss affects more than one unit or a unit and the common elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in accordance with the total cost of repair. However, if the insured loss is caused by a unit owner's negligence, that owner shall be responsible for the full amount of the deductible.

In the event of a casualty loss that is less than the deductible amount, the damage should be apportioned consistent with the above paragraph.

The Association may enforce payment of any amount due from an individual owner toward the deductible or loss in accordance with its power to collect

assessments as set forth at Section 5.1 of this Declaration and the Bylaws, Article 6, § 6.2. The Board's decision on the allocation of the deductible shall be conclusive, provided that the Board shall first obtain the opinion of any interested party and shall secure expert advice, if it is deemed required. The assessment shall be a lien on the Unit until paid in full.

(c) Because of the changing insurance market, the Board shall have the power to suspend or alter the insurance provisions of this subsection, provided that the suspension or alteration shall be published to the membership in advance of any loss to which the suspension may apply.

(d) The Board shall not contract for insurance containing a deductible or any other clause which is not permitted in underwriting guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other comparable governmental or quasi-governmental agency insuring or involved in the making or purchasing of mortgages of any Unit.

ARTICLE 11. AMENDMENT OF DECLARATION

11.1 **General.** Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least seventy (70%) of the Interests, or such greater percentage as may be required by the Act. Consent is not effective unless approved by the Unit's Mortgagee, if any. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded. Notwithstanding the foregoing, **Sections 7.1 and 7.2** of this Declaration shall not be amended without the written consent and approval of the Common Council of the City of Port Washington.

11.2 **Requirement for Special Approvals of Certain Amendments.** No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

11.3 **Material Amendments.** A change to the provisions hereof affecting any of the following shall also require approval by 51% of Mortgagees: (a) voting rights; (b) assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of Common Elements; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the Condominium; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any restrictions on a Unit Owner's right to sell or transfer the Owner's Unit; (l) a decision by the Association to establish self-management when professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE 12. RIGHTS OF MORTGAGE HOLDERS

12.1 Notice. Any holder, insurer or guarantor of a Mortgage encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium of the Unit securing its Mortgage;

(b) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Unit on which it holds a Mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that requires the consent of Mortgagees as specified in Article 11.

12.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

12.3 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty one percent (51%) of Mortgagees.

12.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) seventy-five percent (75%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property and (2) one hundred percent (100%) in all other cases.

ARTICLE 14. REMEDIES FOR VIOLATION BY OWNER

14.1 General Remedies. If any Owner or Occupant fails to comply with the Act, this Declaration, the Bylaws or the Rules, such Owner shall be liable for damages or any other remedy provided by the Bylaws or subject to injunctive relief, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

14.2 Owner Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with

this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit and its Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expenses, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 5 of this Declaration. Once the Association has taken such an action, it may, but shall not be obligated to take any other or further action with respect to the same for a similar or subsequent failure by the same or a different Owner or Occupant of a particular Unit.

ARTICLE 15. SERVICE OF PROCESS

15.1 Agent. Service of process shall be made on the Registered Agent on file with the Wisconsin Department of Financial Institutions.

ARTICLE 16. EASEMENTS

16.1 Right of Entry. A right of entry to each Unit is reserved to the Association and its agents to service utility installations provided request for entry is made in advance and at a convenient time for the Owner. In case of emergency, entry of a Unit may be made immediately, whether the Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

16.2 Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and maintenance of same shall exist for the duration of the encroachment. Minor encroachments of parts of the Common Elements and utility lines due to reconstruction of part or all of a Unit shall be permitted and an easement For such encroachments and the maintenance thereof is prospectively reserved.

16.3 Further Easements. The Board may grant easements over and through the General Common Elements for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 17. CONSTRUCTION AND EFFECT

17.1 Number and Gender. Whenever used herein, 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. The term “person” includes all legal entities.

17.2 Including. Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

17.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

17.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

17.5 Remedies. All remedies herein are cumulative.

17.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

17.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Unit Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

ARTICLE 18. COMMON ELEMENTS DISCLOSURE

18.1 Flyash. Flyash is present on the Property in the areas identified on the Buried Fly Ash Storage Area Location Plan on the Plat. The flyash was present on the Property prior to its development. The Wisconsin Department of Natural Resources ("WDNR") has allowed the flyash to remain on the Property, and further allowed the development to proceed with the flyash in place, although certain restrictions may apply to the areas identified on the Plat, and development in these areas must comply with applicable WDNR statutes, rules and regulations. All contractors working on the Property will receive information regarding the location of the flyash and will be required to use proper handling techniques should excavation of the flyash be required for development thereof. Restrictions will be placed on the deeds to the Units requiring notification to WDNR prior to any development of the property in the areas identified on the Plat. These restrictions may also require the creation, maintenance and repair of an engineered cap over the flyash. Such engineered caps may be constructed during development of the Property to provide a barrier between the flyash and the ground surface.

I, Debbie Fazzino, being the President of The Villas of Lakeridge Condominium Association, Inc., do hereby execute this Third Amendment and Restated Declaration and certify that:

1. Unit owners of at least seventy percent (70%) of the units have consented to and approved this Third Amendment and Restated Declaration.
2. The vote was taken by written ballot.
3. The written ballot, and the consent of the mortgagees, to the extent necessary, as required, are on file with the Secretary of The Villas of Lakeridge Condominium Association, Inc., or other Board member, or agent of the Association.

Signed this 26 day of JULY, 2019.

The Villas of Lakeridge Condominium Association, Inc.

By: Debbie Fazzino
Name: Debbie Fazzino
Title: President

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

Personally came before me this 26th day of July, 2019, the above named Debbie Fazzino to me known to be the person who executed the foregoing instrument and acknowledged the same.

DANA OLIVAS
Notary Public
State of Wisconsin

Exp: 8-20-22

Dana Os
Print Name:
Notary Public, State of Wisconsin
My Commission Expires:

THIS INSTRUMENT WAS DRAFTED BY:
Charles Fiergola, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Avenue, Suite 1000

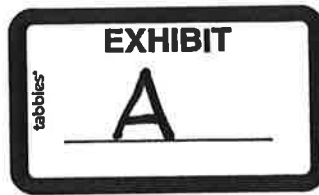


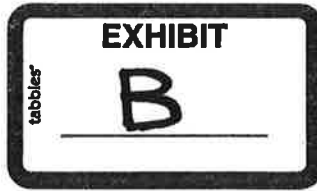
Exhibit A consists of a copy of the Plat. For ease of reading, the legal descriptions are set forth below:

Legal Description of Phase I:

All of Outlot 9, Lake Ridge Addition No. 2, a subdivision located in part of the Northwest $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 29, Town 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin.

Legal Description of Expansion Real Estate:

All of Outlot 10, Lake Ridge Addition No. 2, a subdivision located in part of the Northwest $\frac{1}{4}$ of the NE $\frac{1}{4}$ in Section 29, Town 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin.



Legal Description of Entire Condominium Lands (including Expansion Real Estate):

All of Outlots 9 and 10, Lake Ridge Addition No. 2, a subdivision located in part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ in Section 29, Town 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin.

EXHIBIT 1A1

Legal Description of Expansion Real Estate:

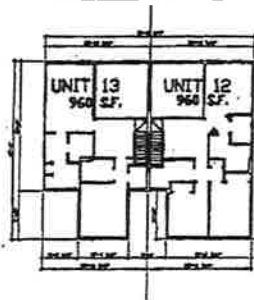
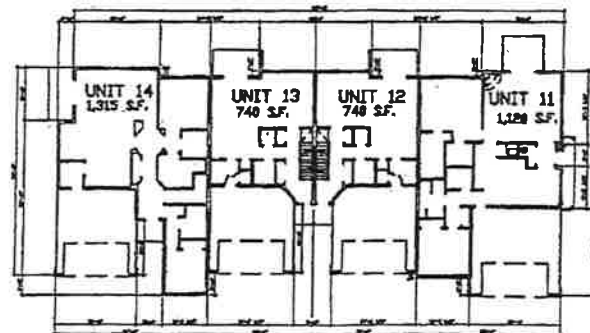
All of Outlot 10, Lake Ridge Addition No. 2, a subdivision located in part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ in Section 29, Town 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin.

698714

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SLEEVE 968

3/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT**AN EXPANDABLE CONDOMINIUM****CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN****LAKE RIDGE TOWNHOMES, LLC.****SECOND FLOOR PLAN****FIRST FLOOR PLAN****FLOOR PLAN** $1/32" = 1'$

THIS INSTRUMENT WAS PREPARED BY

**MILLER
ENGINEERS
SCIENTISTS**5300 South Twelfth Street
Shawano, Wisconsin 54224W:\VILLAS\LAKE RIDGE\CONDOMINIUM\BUILDING 1
REVISION 26, 2008**BUILDING 1**

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C

EXHIBIT

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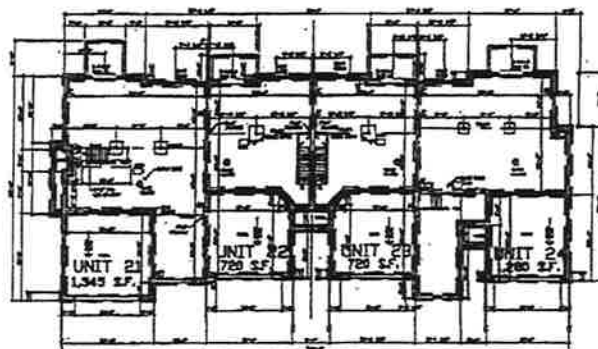
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SLEEVE 969

4/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLATAN EXPANDABLE CONDOMINIUMCITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSINLAKE RIDGE TOWNHOMES, LLC.BASEMENT PLAN

1/32" = 1'



THIS INSTRUMENT WAS PREPARED BY

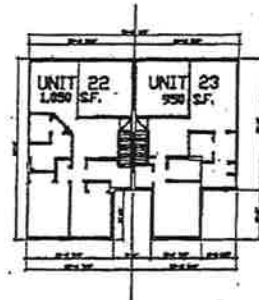
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ENGINEERS
SCIENTISTS**5300 South Troy Road
Shelbyville, Kentucky 40081BY: JAMES W. MILLER, P.E., LICENSED PROFESSIONAL ENGINEER
EXPIRATION: 12/31/2018BUILDING 2

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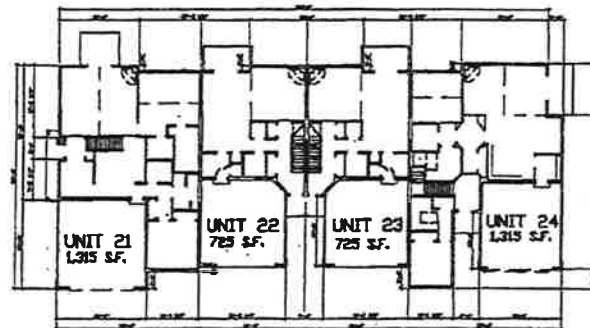
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SLEEVE 970

5/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT**AN EXPANDABLE CONDOMINIUM****CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN****LAKE RIDGE TOWNHOMES, LLC.****SECOND FLOOR PLAN****FLOOR PLAN**

1/32" = 1'

FIRST FLOOR PLAN**BUILDING 2**

THIS INSTRUMENT WAS PREPARED BY

**MILLER
ENGINEERS
SCIENTISTS**3501 South Van Hook Street
Brookings, Wisconsin 53001A/C/S/PL/INT/ST/ARCH/ENGR/CONSULT/ANALYSIS
REVISION 24, 000

698714

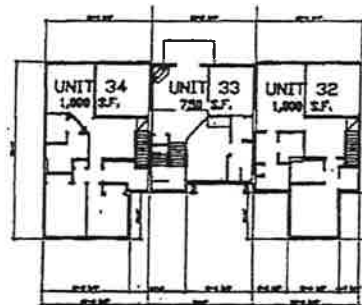
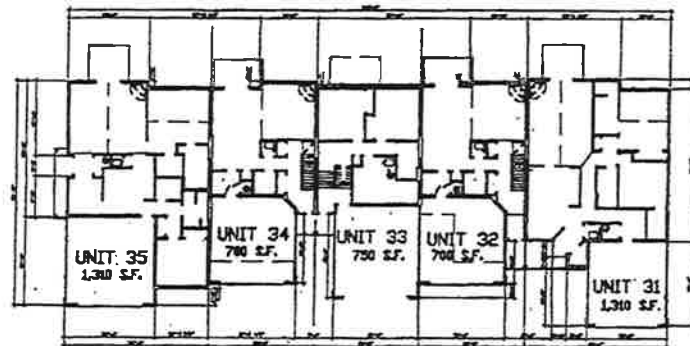
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SLEEVE 971

6/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT**AN EXPANDABLE CONDOMINIUM****CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN****LAKE RIDGE TOWNHOMES, L.L.C.**

FLOOR PLAN
1/32" = 1'

SECOND FLOOR PLAN**FIRST FLOOR PLAN****BUILDING 3**

THIS INSTRUMENT WAS PREPARED BY

**MILLER
ENGINEERS
SCIENTISTS**3200 South Tremont Street
Shelbyville, Missouri 63081A UNIT/STAIRWAY/COMMON/PROPERTY-OWNERS
RECORDS 25, 2001

698714

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SLEEVE 972

7/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT

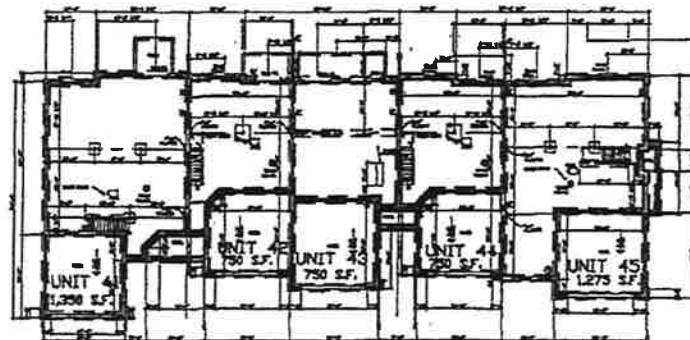
AN EXPANDABLE CONDOMINIUM

CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN

LAKE RIDGE TOWNHOMES, LLC.

BASEMENT PLAN

1/32" = 1'



BUILDING 4

THIS INSTRUMENT WAS PREPARED BY

MILLER
ENGINEERS
SCIENTISTS

6300 South DuSable Street
Indianapolis, Indiana 46220

IN WISCONSIN, I HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER
LICENSED IN THE STATE OF WISCONSIN

277

SLEEVE 973

8/18

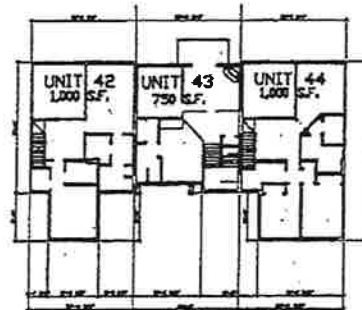
THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT.

AN EXPANDABLE CONDOMINIUM

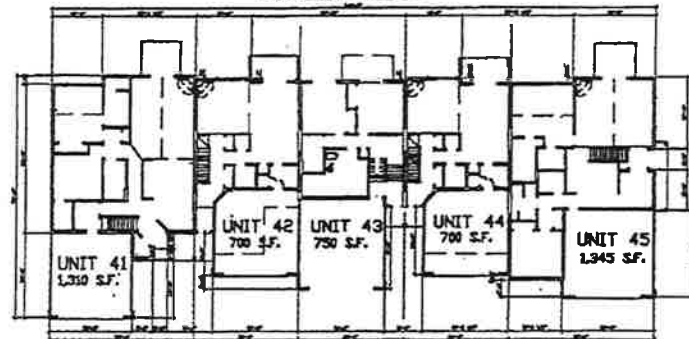
CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN

LAKE RIDGE TOWNHOMES, LLC.

SECOND FLOOR PLAN



FIRST FLOOR PLAN



FLOOR PLAN

$$1/32'' = 1'$$

THE INSTRUMENT WAS PREPARED BY

MILLER
ENGINEERS
SCIENTISTS

5305 South Twelfth Street -
Milwaukee, Wisconsin 53081

THE UNIVERSITY OF MICHIGAN LIBRARY
ANN ARBOR, MI 48106-1000

BUILDING 4

698714

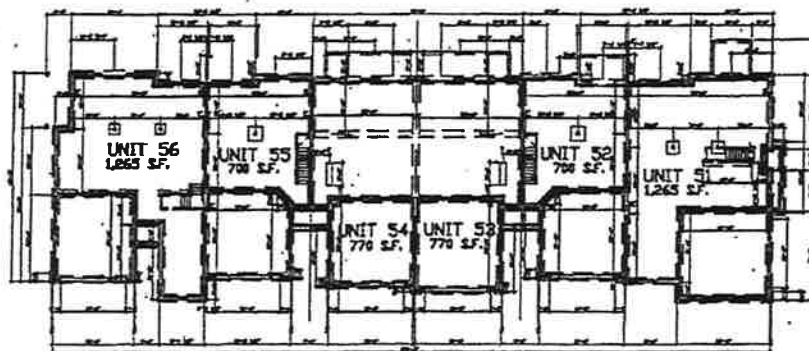
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SLEEVE 974

9/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLATAN EXPANDABLE CONDOMINIUMCITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSINLAKE RIDGE TOWNHOMES, LLC.BASEMENT PLAN

1/32" = 1'

BUILDING 5

THIS INSTRUMENT WAS PREPARED BY

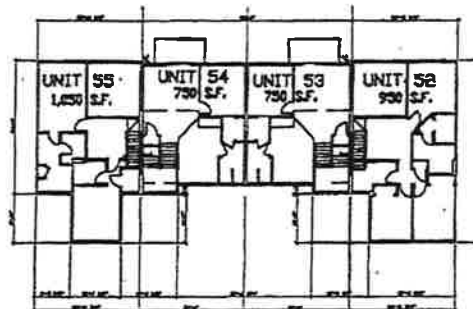
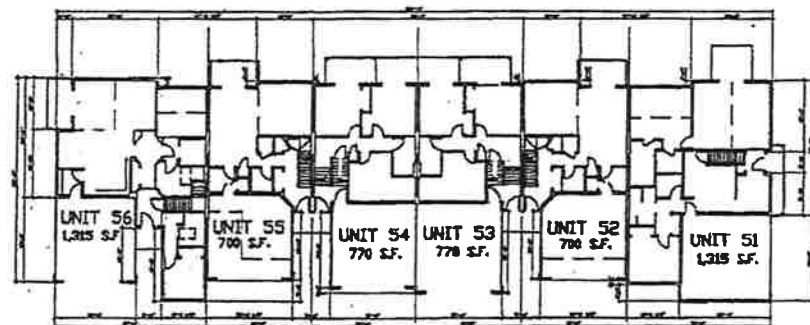
MILLER
ENGINEERS
SCIENTISTS3308 South Tudor City
Shelbyville, Wisconsin 53089B:\VILLAS\PORT WASHINGTON\BUILDING 5\BASMENT-BUILDING 5.DWG
REVISED 09.18.2008

698714

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SLEEVE 975

10/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT**AN EXPANDABLE CONDOMINIUM****CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN****LAKE RIDGE TOWNHOMES, LLC.****SECOND FLOOR PLAN****FIRST FLOOR PLAN****FLOOR PLAN** $1/32" = 1'$

THIS DOCUMENT WAS PREPARED BY

**MILLER
ENGINEERS
SCIENTISTS**5504 South Towne Street
Bryn Mawr, Wisconsin 53001

12/1/2014 12:00 PM 12/1/2014 12:00 PM 12/1/2014 12:00 PM

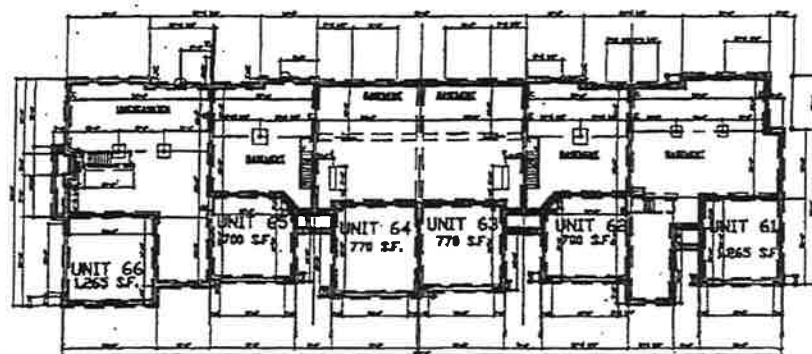
BUILDING 5

698714

277

SLEEVE 976

11/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLATAN EXPANDABLE CONDOMINIUMCITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSINLAKE RIDGE TOWNHOMES, L.L.C.BASEMENT PLAN $1/32" = 1'$ BUILDING 6

THIS INSTRUMENT WAS PREPARED BY

MILLER
ENGINEERS
SCIENTISTS5300 South Tenth Street
Shelbyville, Kentucky 40081A/Civil/Vertical/Port Washington, Wisconsin/Project 04-0000000
REVISION 04, 2004

698714

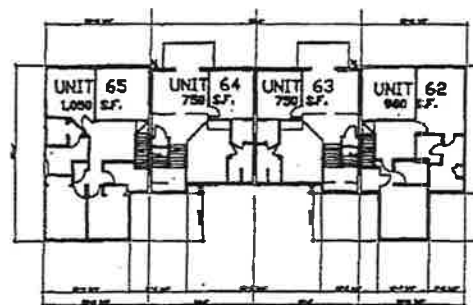
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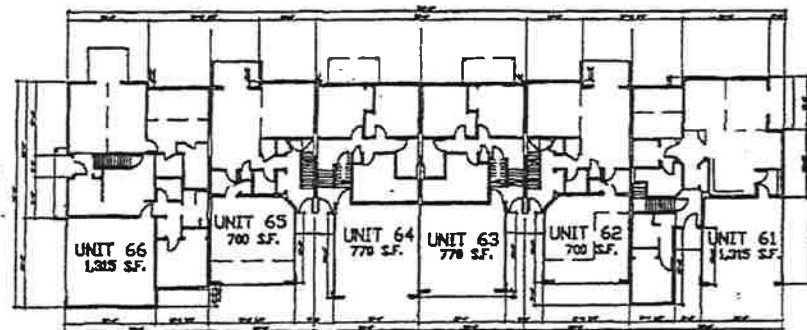
12/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLATAN EXPANDABLE CONDOMINIUMCITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSINLAKE RIDGE TOWNHOMES, LLC.

SECOND FLOOR PLAN



FIRST FLOOR PLAN



BUILDING 6

FLOOR PLAN
 $1/32" = 1'$

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SCIENTISTS

5300 South Truitt Street
 Shakopee, Minnesota 55081

IN WISCONSIN, THE PROFESSIONAL SEAL OF THE ARCHITECT IS REQUIRED.
 APPROVED 10.10.18

698714

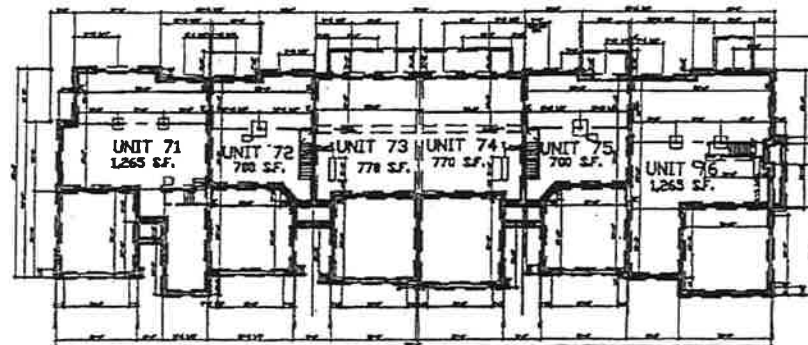
277

SLEEVE 978

13/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT**AN EXPANDABLE CONDOMINIUM****CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN****LAKE RIDGE TOWNHOMES, LLC.****BASEMENT PLAN**

1/32" = 1'

**BUILDING 7**

THIS INSTRUMENT WAS PREPARED BY

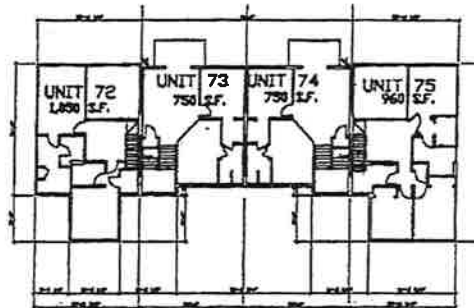
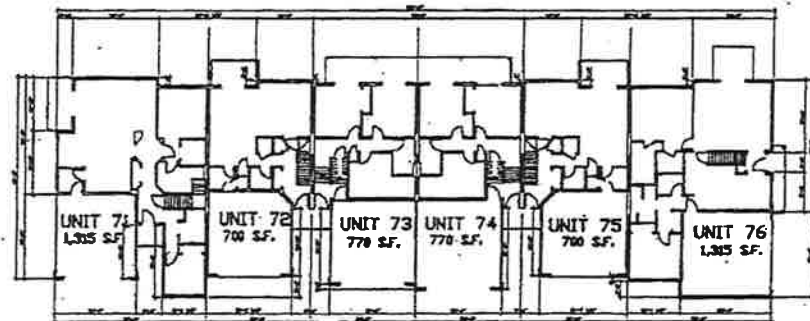
**MILLER
ENGINEERS
SCIENTISTS**5000 South Tenth Street
Shelbyville, Wisconsin 53081© 1998 Miller Engineers/Scientists/Architects-Builders
REVISED 30, 2001

698714

277

SLEEVE 979

14/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT**AN EXPANDABLE CONDOMINIUM****CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN****LAKE RIDGE TOWNHOMES, LLC.****SECOND FLOOR PLAN****FIRST FLOOR PLAN****FLOOR PLAN**

1/32" = 1'

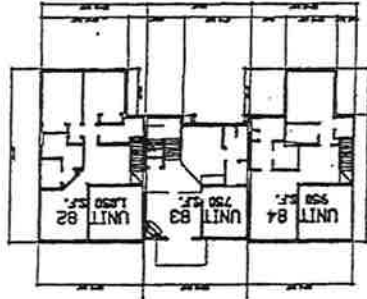
BUILDING 7

THIS INSTRUMENT WAS PREPARED BY

**MILLER
ENGINEERS
SCIENTISTS**3308 South Tremble Street
Shelbyville, Kentucky 40081B:\CONTRACTS\PORT WASH\CONDOMINIUM\CHARTER-04-07.dwg
REVISED 25, 2003

AN EXPANDABLE CONDOMINIUM
CITY OF PORT WASHINGTON, OZAKIE CO., WISCONSIN
LAKE RIDGE TOWNHOMES, L.L.C.

THE ATTORNEY WAS PROVIDED BY
MILLER
ENGINEERS
SCIENTISTS
2340 South Lincoln Street
Chicago, Illinois 60608



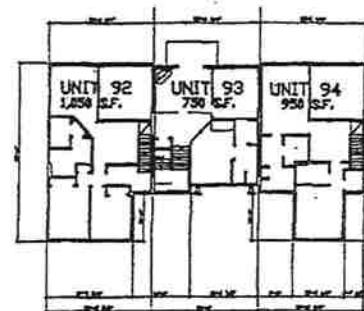
SECOND FLDR PLAN

SLEEVE 980

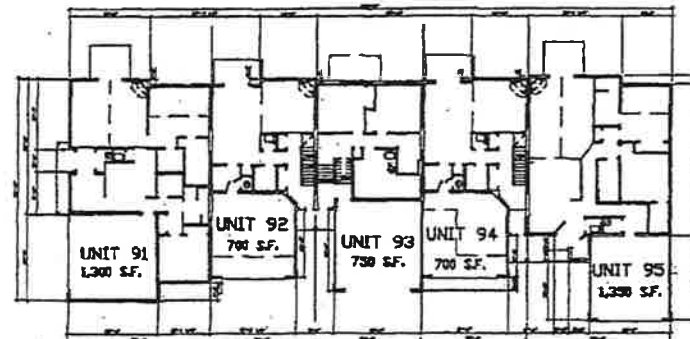
698714

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLATAN EXPANDABLE CONDOMINIUMCITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSINLAKE RIDGE TOWNHOMES, LLC.

SECOND LEVEL PLANS



FIRST LEVEL PLANS



FLOOR PLAN
1/32" = 1'

BUILDING 9

THIS INSTRUMENT WAS PREPARED BY

MILLER
ENGINEERS
SCIENTISTS

8300 South Tenth Street
Shelbyville, Wisconsin 53081

12:\04\100000\PORTWASH\B00000\B00000-B00000-PLANS
REVISED 10.10.00

698714

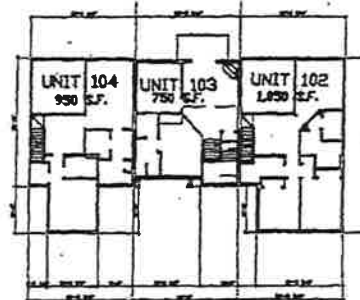
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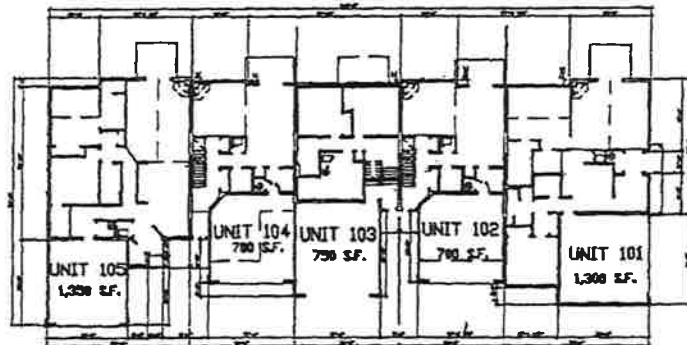
17/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLATAN EXPANDABLE CONDOMINIUMCITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSINLAKE RIDGE TOWNHOMES, L.L.C.

SECOND FLOOR PLAN



FIRST LEVEL PLANS

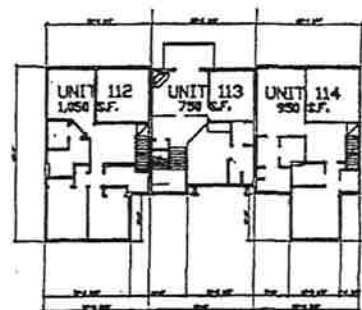
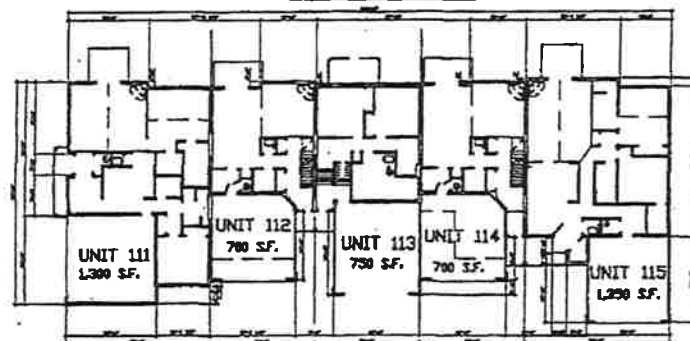
FLOOR PLAN
1/32" = 1'

BUILDING 10

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MILLER
ENGINEERS
SCIENTISTS
 6700 South Twelfth Street
 Milwaukee, Wisconsin 53220

2. LINE VERTICAL NORTH ARROW, UNLESS OTHERWISE NOTED - BUILDING 10
 November 30, 2001

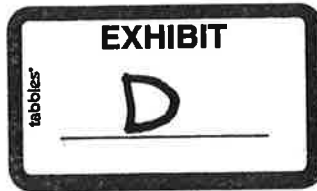
THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT**AN EXPANDABLE CONDOMINIUM****CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN****LAKE RIDGE TOWNHOMES, LLC.****SECOND LEVEL PLANS****FIRST LEVEL PLANS****FLOOR PLAN**

1/32" = 1'

BUILDING 11

THIS INSTRUMENT WAS PREPARED BY

**MILLER
ENGINEERS
SCIENTISTS**5200 South Fourth Street
Sheboygan, Wisconsin 53081IN WISCONSIN, I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER
REGISTERED IN THE STATE OF WISCONSIN



Unit No. 11, Building No. 1
Unit No. 12, Building No. 1
Unit No. 13, Building No. 1
Unit No. 14, Building No. 1
Unit No. 21, Building No. 2
Unit No. 22, Building No. 2
Unit No. 23, Building No. 2
Unit No. 24, Building No. 2
Unit No. 31, Building No. 3
Unit No. 32, Building No. 3
Unit No. 33, Building No. 3
Unit No. 34, Building No. 3
Unit No. 35, Building No. 3
Unit No. 41, Building No. 4
Unit No. 42, Building No. 4
Unit No. 43, Building No. 4
Unit No. 44, Building No. 4
Unit No. 45, Building No. 4
Unit No. 51, Building No. 5
Unit No. 52, Building No. 5
Unit No. 53, Building No. 5
Unit No. 54, Building No. 5
Unit No. 55, Building No. 5
Unit No. 56, Building No. 5
Unit No. 61, Building No. 6
Unit No. 62, Building No. 6
Unit No. 63, Building No. 6
Unit No. 64, Building No. 6
Unit No. 65, Building No. 6
Unit No. 66, Building No. 6
Unit No. 71, Building No. 7
Unit No. 72, Building No. 7
Unit No. 73, Building No. 7
Unit No. 74, Building No. 7
Unit No. 75, Building No. 7
Unit No. 76, Building No. 7

0810531

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 11260

RECORDED ON
01/21/2005 07:59AM

REC FEE: 55.00
TRANS FEE: 0.00
PAGES: 23
EXEMPT #: 0

**SECOND AMENDMENT
TO DECLARATION OF
CONDOMINIUM OF THE
VILLAS OF LAKERIDGE
CONDOMINIUM**

Document Number

Document Title

This Second Amendment to Declaration of Condominium of the Villas of Lakeridge Condominium ("Amendment") is made and entered into by Lakeridge Townhomes, LLC, a limited liability company ("Declarant").

Recording Area

Name and Return Address:

Paul G. Hoffman, Esq.
Michael Best & Friedrich LLP
Two Riverwood Place, Suite 200
N19 W24133 Riverwood Drive
Waukesha, WI 53188-1174

PIN:

110-181-

16-180-0000-010

\$55/lk

RECITALS

A. Declarant recorded a Declaration of Condominium of the Villas of Lakeridge Condominium in the Office of the Register of Deeds for Ozaukee County, Wisconsin in Volume 1420, Pages 27 through 46, inclusive, as Document No. 698713, as amended by First Amendment to Declaration of Condominium of the Villas of Lakeridge Condominium recorded in Ozaukee County, Wisconsin in Volume 1459, Pages 125 through 127, inclusive, as Document No. 707311 (collectively, "Declaration"), which subjected certain property in the City of Port Washington, Ozaukee County, Wisconsin, to the Condominium Ownership Act ("Act").

B. In Article 10 of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit A of the Declaration ("Expansion Real Estate") and constructing buildings, units and other improvements thereon.

C. Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate ("Phase II Property") and to construct thereon seven (7) buildings containing a total of thirty-six (36) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

D. 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 "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, pursuant to Article 10 of the Declaration, hereby submits the Phase II Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions:

1. Section 3.1 of the Declaration is amended by replacing the second sentence with the following:

Upon the recordation of the Second Amendment to the Declaration, the Interest appurtenant to each of the 56 units after the Phase II Expansion is One and 786/100 percent (1.786%).

2. The following Exhibits are amended and incorporated in the Declaration:

- a. Exhibit A is expanded to include the attached Exhibits 1A and 1A1, with Exhibit 1A showing the Condominium as expanded to include Phase II and Exhibit 1A1 specific to Phase II;
- b. Exhibit B is included, depicting the floor plans to both the Phase I and Phase II units.
- c. As initially set forth on Sheet 2 of 18 of the Condominium Plat for the Villas at Lakeridge Condominium recorded as Document No. 698714, Exhibit C is included, indicating the building and unit number designations.

3. Declarant's submission of the Phase II Property to the Act represents the full expansion of the Condominium contemplated by Article 10 and there is no further Expansion Real Estate.

4. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

Executed as of the 18th day of January, 2005.

DECLARANT:
LAKERIDGE TOWNHOMES, LLC

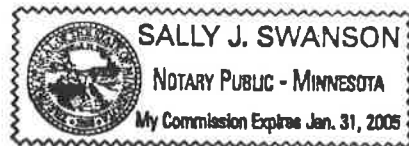
By: [Signature]
Name/Title: Jeffrey Allen Gardner, President

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

Personally came before me this 18th day of January, 2005 the above-named Jeffrey Allen Gardner to me known to be the President of Lakeridge Townhomes, LLC, and the person who executed the foregoing instrument in such capacity and acknowledged the same.

[Signature]
Name: Sally J. Swanson
Notary Public, Washington County
My Commission: 1-31-05



MORTGAGEE CONSENT AND SUBORDINATION

The undersigned, Grafton State Bank, a Wisconsin banking corporation ("Bank"), as the holder of a mortgage and other security instruments affecting the real estate described within the Second Amendment to the Declaration to which this Mortgagee Consent and Subordination is attached, do hereby consent to such Second Amendment to the Declaration and subordinate the lien of Bank's mortgage to said Declaration.

This Mortgagee Consent and Subordination is made as of the 19th day of January, 2005.

BANK:
GRAFTON STATE BANK

By: [Signature]
Name/Title: Alan Sisson, Vice President

By: _____
Name/Title: _____

ACKNOWLEDGMENT

STATE OF WI)
) SS.
COUNTY OF Ozaukee)

Personally came before me this 19th day of January, 2005, the above-named Alan Sisson and _____, as the Vice President and _____ respectively of Grafton State Bank, to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

[Signature]
Name: Jill M. Smith
Notary Public, Grafton WI
My Commission: exp. 3/11/07

This instrument was drafted by:
Paul G. Hoffman, Esq.
Michael Best & Friedrich LLP
(262) 956-6549

EXHIBIT 1A

Legal Description of Entire Condominium Lands (including Expansion Real Estate):

All of Outlots 9 and 10, Lake Ridge Addition No. 2, a subdivision located in part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ in Section 29, Town 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin.

EXHIBIT 1A1

Legal Description of Expansion Real Estate:

All of Outlot 10, Lake Ridge Addition No. 2, a subdivision located in part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ in Section 29, Town 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin.

EXHIBIT B

SLEEVE 968	3/18
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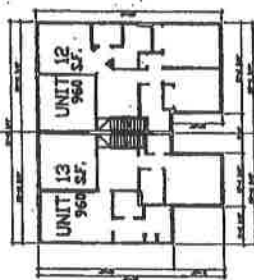
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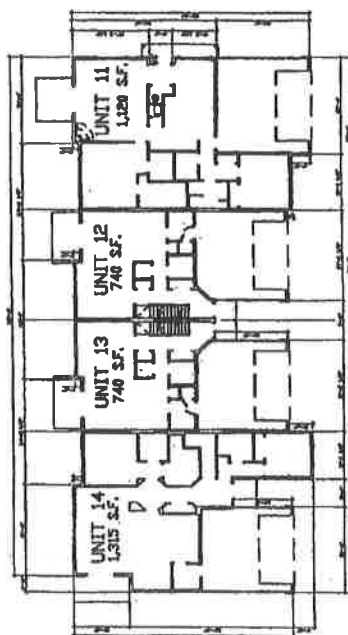
THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT.

AN EXPANDABLE CONDOMINIUM
CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN
LAKE RIDGE TOWNHOMES, LLC.

SECOND FLOOR PLAN



FIRST FLOOR PLAN



BUJIL DENG 1

ALL ORDERS MUST BE PREPAID BY

MILLER
ENGINEERS
SCIENTISTS

1328 South-Twelfth Street
Houston, Texas 77001

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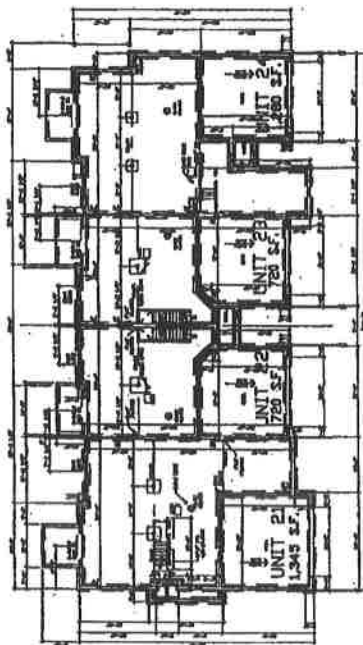
SLEEVE 969

4/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT

**AN EXPANDABLE CONDOMINIUM
CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN
LAKE RIDGE TOWNHOMES, LLC.**

**BASEMENT PLAN
1/32" = 1'**



BUILDING 2

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SCIENTISTS**

3300 North Lincoln Road
Suite 200, Waukegan, Illinois 60087

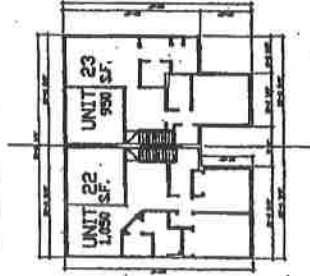
LAKE RIDGE TOWNHOMES, LLC - BUILDING 2
PROJECT NO. 001

698714 277 SLEEVE 970 5/18

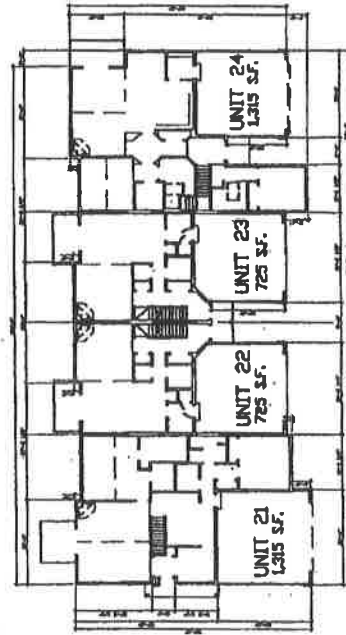
THE VILLAS AT LAKE RIDGE CONDOMINIUM FLAT

**AN EXPANDABLE CONDOMINIUM
CITY OF FORT WASHINGTON, OZAUKEE CO., WISCONSIN
LAKE RIDGE TOWNHOMES, LLC.**

SECOND FLOOR PLAN



FIRST FLOOR PLAN



BUILDING 2

**FLOOR PLAN
1/32" = 1'**

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Boca Raton, Florida 33491

15-104-VILLAS AT LAKE RIDGE CONDOMINIUM - BUILDING 2
REVISED 20 000

SLEEVE 971

6/18

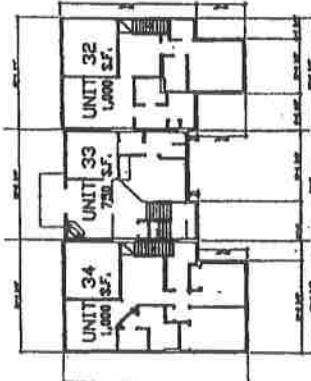
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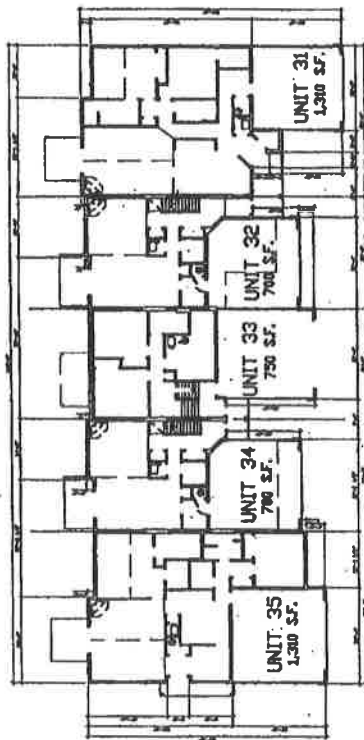
THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT

**AN EXPANDABLE CONDOMINIUM
CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN
LAKE RIDGE TOWNHOMES, LLC.**

SECOND FLOOR PLAN



FIRST FLOOR PLAN



BUILDING 3

FLOOR PLAN
1/32" = 1'

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**MILLER
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SCIENTISTS**

3200 South Tenth Street
Sheboygan, Wisconsin 53081
TEL: 920.451.1000 FAX: 920.451.1001
WWW.MILLERENGINEERS.COM

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8/18

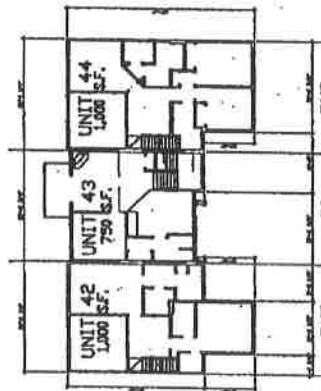
THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT

AN EXPANDABLE CONDOMINIUM

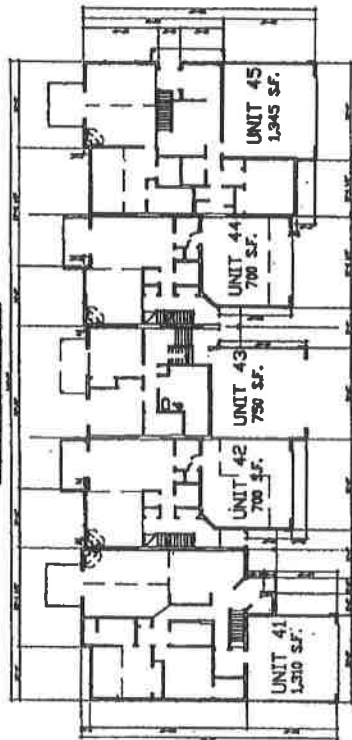
CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN

LAKE RIDGE TOWNHOMES, LLC.

SECOND FLOOR PLAN



FIRST FLOOR PLAN



FLOOR PLAN
1/32" = 1'

BUILDING 4

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SCIENTISTS

300 South Taylor Street
Chicago, Illinois 60601

LAKE RIDGE TOWNHOMES, LLC
PORT WASHINGTON, WISCONSIN

698714

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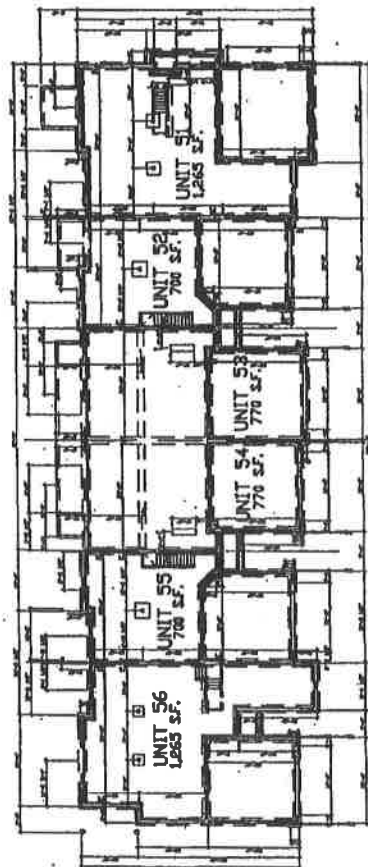
SLEEVE 974

9/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT

AN EXPANDABLE CONDOMINIUM
CITY OF FORT WASHINGTON, OZAUKEE CO., WISCONSIN
LAKE RIDGE TOWNHOMES, LLC.

BASEMENT PLAN
1/32" = 1'



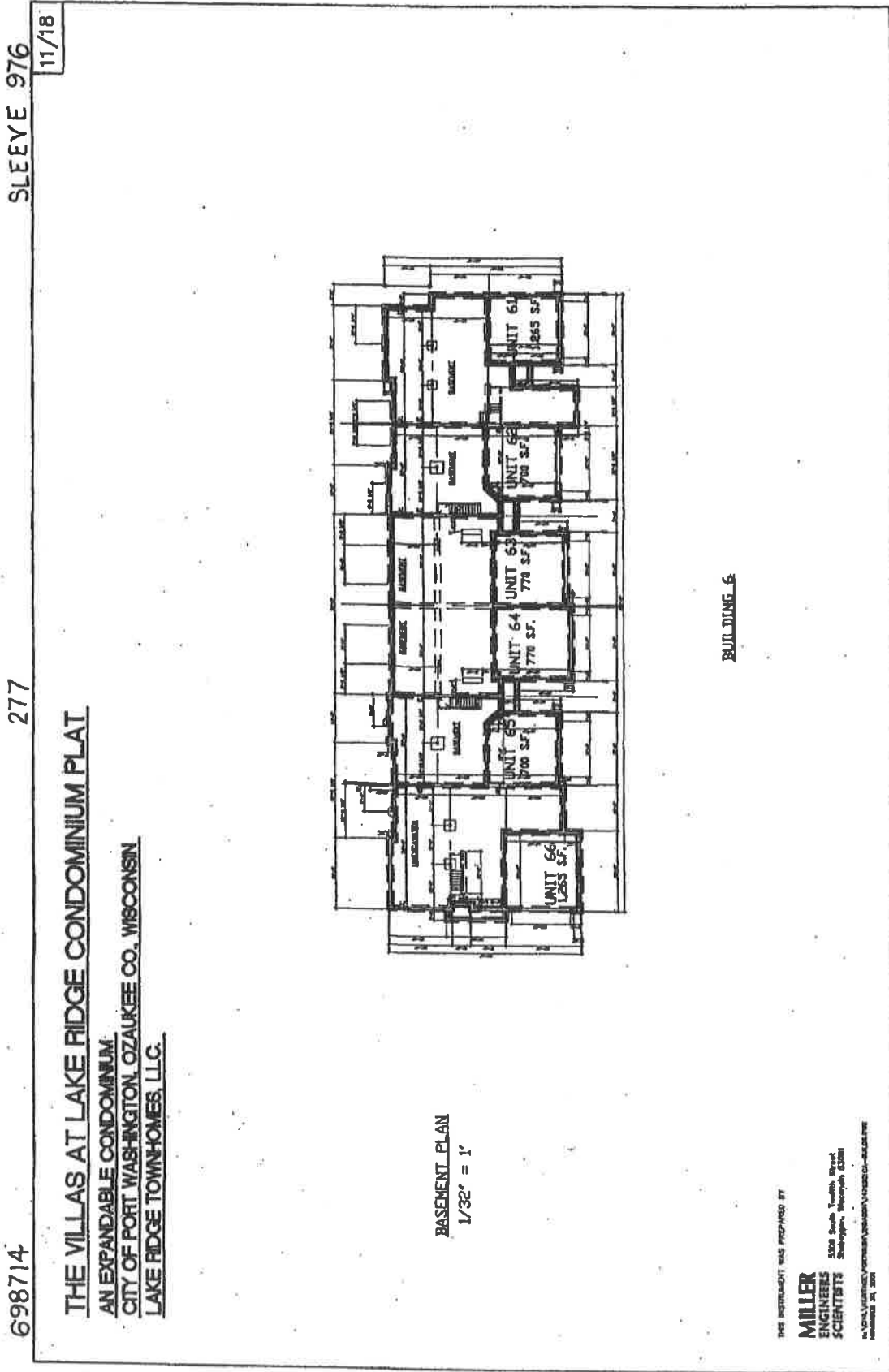
BUILDING 5

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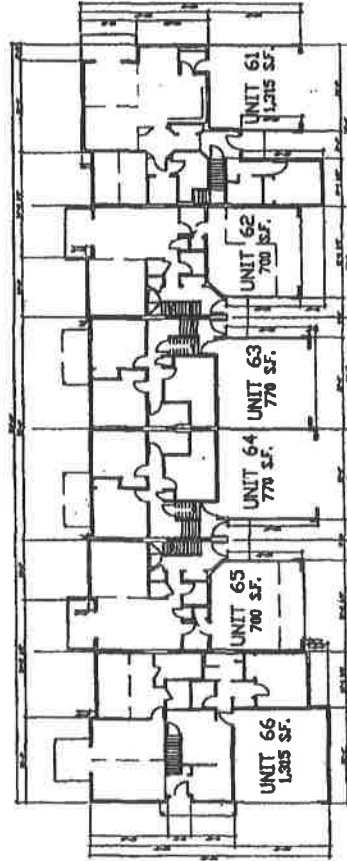
5308 South Jackson Street
 Suite 200, Madison, WI 53704

STATE OF WISCONSIN, COUNTY OF OZAUKEE, CITY OF FORT WASHINGTON
 REC'D 9/18/18



LAKE RIDGE TOWNHOMES, LLC.

THE 1990-1991



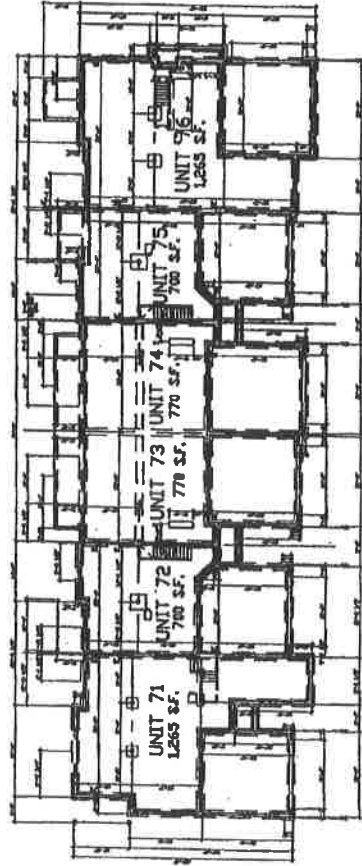
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SLEEVE 978

13/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT
AN EXPANDABLE CONDOMINIUM
CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN
LAKE RIDGE TOWNHOMES, LLC.



BASMENT PLAN
 1/32" = 1'

BUILDING Z

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SCIENTISTS

5200 South Twelfth Street
 Shippensburg, Maryland 21081

2/10/2018 10:00 AM 10/10/2018 10:00 AM 10/10/2018 10:00 AM

698714

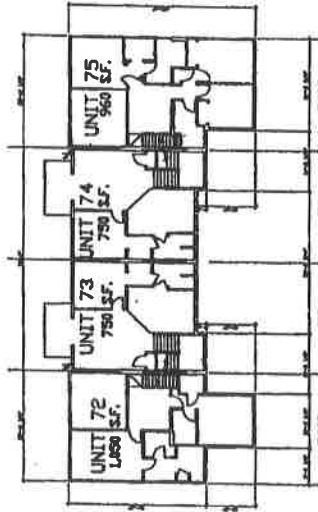
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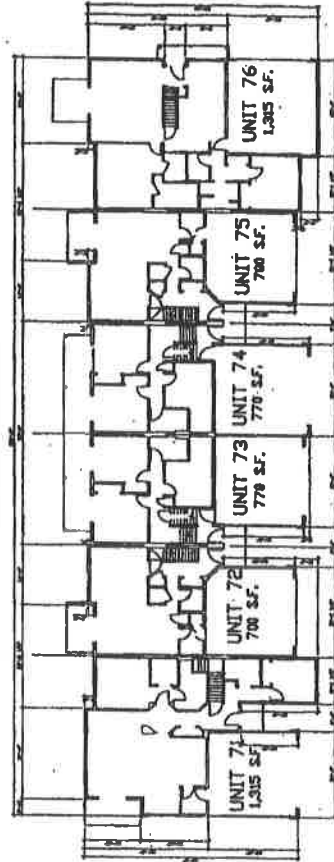
14/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT
AN EXPANDABLE CONDOMINIUM
CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN
LAKE RIDGE TOWNHOMES, L.L.C.

SECOND FLOOR PLAN



FIRST FLOOR PLAN



FLOOR PLAN
 1/32" = 1'

THIS INSTRUMENT WAS PREPARED BY

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1308 South Lincoln Street
 Shoreview, Minnesota 55125

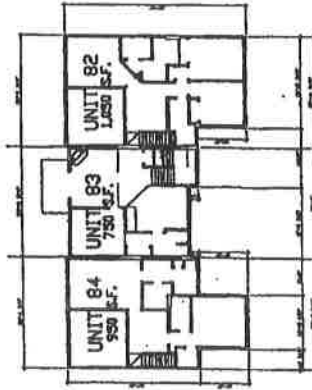
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 REGISTRATION NO. 20, 2001

BUILDING 7

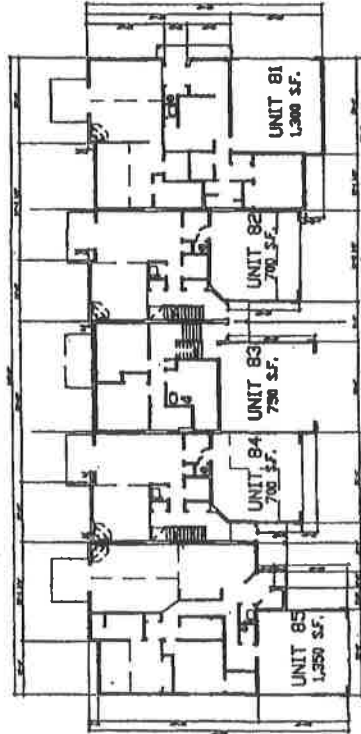
698714 277 SLEEVE 980 15/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT
AN EXPANDABLE CONDOMINIUM
CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN
LAKE RIDGE TOWNHOMES, LLC.

SECOND FLOOR PLAN



FIRST LEVEL PLANS



FLOOR PLAN
 1/32" = 1'

THIS INSTRUMENT WAS PREPARED BY:

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SCIENTISTS

5340 South Lincoln Street
 Milwaukee, Wisconsin 53221

LAKE RIDGE TOWNHOMES, LLC
 15/18

BUILDING 8

698714

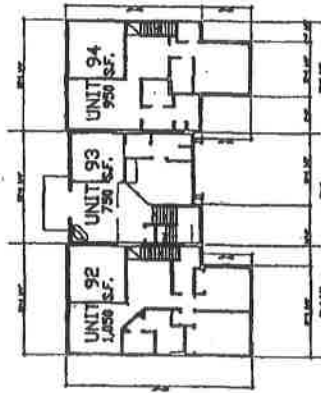
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SLEEVE 981

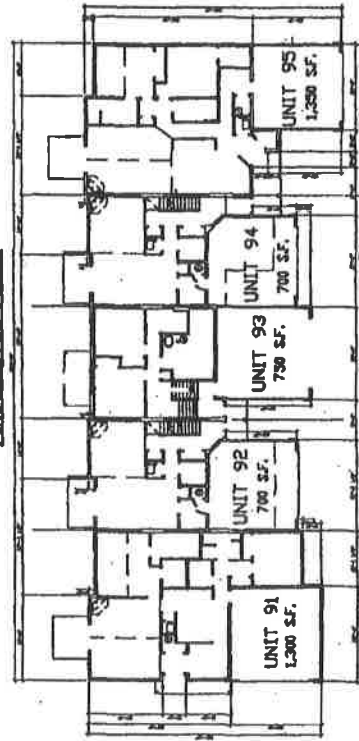
16/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT
AN EXPANDABLE CONDOMINIUM
CITY OF FORT WASHINGTON, OZAUKEE CO., WISCONSIN
LAKE RIDGE TOWNHOMES, LLC.

SECOND LEVEL PLANS



FIRST LEVEL PLANS



FLOOR PLAN
1/32" = 1'

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Shokryles, Wisconsin 53081

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BUILDING 9

698714

277

SLEEVE 982

17/18

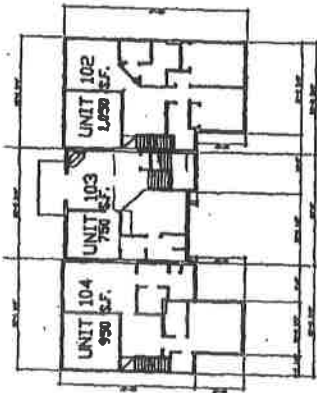
THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT

AN EXPANDABLE CONDOMINIUM

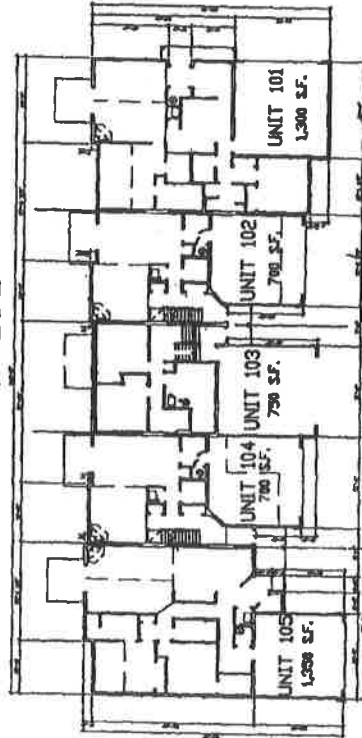
CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN

LAKE RIDGE TOWN-HOMES, LLC.

SECOND FLOOR PLAN



FIRST LEVEL PLANS



FLOOR PLAN
1/32" = 1'

THIS INSTRUMENT WAS PREPARED BY

MILLER
ENGINEERS
SCIENTISTS

6000 North Lincoln Street
Milwaukee, Wisconsin 53212

2. LAKESIDE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT, OZAUKEE CO., WISCONSIN

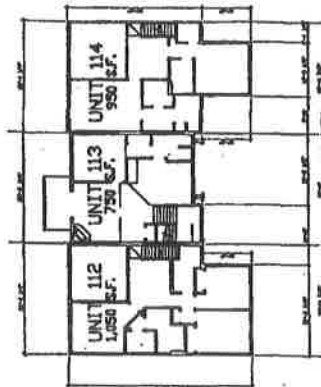
10/1/18

BUILDING 10

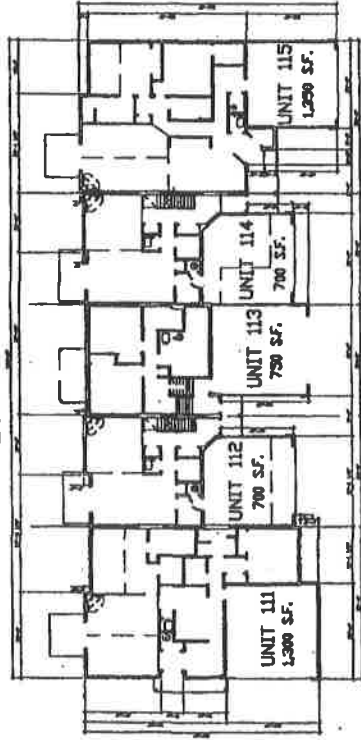
698714 277 SLEEVE 983 18/18

THE VILLAS AT LAKE RIDGE CONDOMINIUM PLAT
AN EXPANDABLE CONDOMINIUM
CITY OF PORT WASHINGTON, OZAUKEE CO., WISCONSIN
LAKE RIDGE TOWNHOMES, LLC.

SECOND LEVEL PLANS



FIRST LEVEL PLANS



FLOOR PLAN
1/32" = 1'

THIS INSTRUMENT WAS PREPARED BY
MILLER
ENGINEERS
SCIENTISTS
2000 South Twelfth Street
Sheboygan, Wisconsin 53081
TEL: (920) 451-1111 FAX: (920) 451-1112
REVISED 10.2004

BUILDING 11

EXHIBIT C

Unit No. 11, Building No. 1
Unit No. 12, Building No. 1
Unit No. 13, Building No. 1
Unit No. 14, Building No. 1
Unit No. 21, Building No. 2
Unit No. 22, Building No. 2
Unit No. 23, Building No. 2
Unit No. 24, Building No. 2
Unit No. 31, Building No. 3
Unit No. 32, Building No. 3
Unit No. 33, Building No. 3
Unit No. 34, Building No. 3
Unit No. 35, Building No. 3
Unit No. 41, Building No. 4
Unit No. 42, Building No. 4
Unit No. 43, Building No. 4
Unit No. 44, Building No. 4
Unit No. 45, Building No. 4
Unit No. 51, Building No. 5
Unit No. 52, Building No. 5
Unit No. 53, Building No. 5
Unit No. 54, Building No. 5
Unit No. 55, Building No. 5
Unit No. 56, Building No. 5
Unit No. 61, Building No. 6
Unit No. 62, Building No. 6
Unit No. 63, Building No. 6
Unit No. 64, Building No. 6
Unit No. 65, Building No. 6
Unit No. 66, Building No. 6
Unit No. 71, Building No. 7
Unit No. 72, Building No. 7
Unit No. 73, Building No. 7
Unit No. 74, Building No. 7
Unit No. 75, Building No. 7
Unit No. 76, Building No. 7

707311

VOL 1459 PAGE 125
RECORDED

**FIRST AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
THE VILLAS OF LAKERIDGE
CONDOMINIUM**

Document Number

Document Title

2002 APR -1 PM 2:45

Ken W. Voeller
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

C

This First Amendment to Declaration of Condominium of The Villas of Lakeridge Condominium (this "Amendment") is made and entered into by Lakeridge Townhomes, LLC ("Declarant"), pursuant to the Wisconsin Condominium Ownership Act.

RECITALS

Recording Area

Name and Return Address:

Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202-4108

PIN: 16-180-0000-009 and 16-180-0000.010 * 16-181 *

Declarant established The Villas of Lakeridge Condominium by subjecting certain property, described on Exhibit A, to a Declaration of Condominium recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin in Vol. 1420, Page 27, on January 7, 2002, as Document No. 698713, as previously amended (the "Declaration").

Declarant is presently the owner of all of the Interests in the Condominium and desires to amend the Declaration as set forth below. Unless otherwise defined herein, capitalized terms used in this Amendment have the meanings ascribed thereto in the Declaration.

Now therefore, in consideration of the above, Declarant hereby amends the Declaration by inserting the following after Section 17.7 of the Declaration:

"ARTICLE 18. COMMON ELEMENTS DISCLOSURE

18.1 Flyash. Flyash is present on the Property in the areas identified on the Buried Fly Ash Storage Area Location Plan on the Plat. The flyash was present on the Property prior to its development. The Wisconsin Department of Natural Resources ("WDNR") has allowed the flyash to remain on the Property, and further allowed the development to proceed with the flyash in place, although certain restrictions may apply to the areas identified on the Plat, and development in these areas must comply with applicable WDNR statutes, rules and regulations. All contractors working on the Property will receive information regarding the location of the flyash and will be required to use proper handling techniques should excavation of the flyash be required for development thereof. Restrictions will be placed on the deeds to the Units requiring notification to WDNR prior to any development of the property in the areas identified on the Plat. These restrictions may also require the creation, maintenance and repair of an engineered cap over the flyash. Such engineered caps may be constructed during development of the Property to provide a barrier between the flyash and the ground surface.