

DISCLOSURE MATERIALS

These Disclosure Materials are for Ridgedale Condominiums located on Hilldale Road in Hartford, Wisconsin. The Declarant is Ridgedale, LLC. The business address of the Declarant is 1629 Sherman Road, Jackson, Wisconsin 53037.

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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

<u>1.c. EXECUTIVE SUMMARY.</u> The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page	1
<u>1.m. DECLARATION.</u> The Declaration establishes and describes the condominium, the units and the common areas. The Declaration begins on page	4
<u>2. BYLAWS.</u> The Bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The Bylaws begin on page	40
<u>3. ARTICLES OF INCORPORATION.</u> The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page	57
<u>4. MANAGEMENT OR EMPLOYMENT CONTRACTS.</u> There are currently no contracts with individual or private firms for services provided to the condominium.	
<u>5. ANNUAL OPERATING BUDGET.</u> The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page	64
<u>6. LEASES.</u> There are no leases of property or facilities which are not part of the condominium.	
<u>7. EXPANSION PLANS.</u> The declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on page	36
<u>8. FLOOR PLAN AND MAP.</u> The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and common elements which are a part of the condominium. The floor plan and map begin on page	37

EXECUTIVE SUMMARY

(1) CONDOMINIUM IDENTIFICATION. The name of the Condominium is Ridgedale Condominiums.

(2) EXPANSION PLANS. The Declarant has reserved the right to expand the Condominium in the future and plans to expand the Condominium by adding thirty-six (36) units by constructing one (1) additional building on real estate described in Section 2.3 of the Condominium Declaration. The deadline for expanding the Condominium is ten (10) years from the date of the recording of the Condominium Declaration. The Condominium shall be managed by Ridgedale, LLC, 1629 Sherman Road, Jackson, Wisconsin 53037, during the expansion period.

(3) GOVERNANCE. The name of the Association is Ridgedale Condominiums Association, Inc. The address of the Association is 1629 Sherman Road, Jackson, Wisconsin 53037. The Association is self-managed. Kurt A. Henning, 1629 Sherman Road, Jackson, Wisconsin 53037, (262) 677-2797, is the individual who may be contacted regarding the Condominium in general.

(4) SPECIAL AMENITIES. The Condominium has a clubhouse which may be used by Unit Owners.

(5) MAINTENANCE AND REPAIR OF UNITS. Each Unit Owner shall be responsible for keeping the interior of their 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 decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. The Unit Owner shall be responsible for all plumbing fixtures and piping connected to the Unit, fireplace, chimney and flue, the replacement of windows, doors, lighting fixtures, refrigerators, air conditioning equipment, and all components of any furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the Unit.

(6) MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS. Kurt A. Henning is the person responsible for the maintenance, repair, and replacement of Common Elements and Limited Common Elements. Repairs or replacements will be funded from Unit Owner assessments, reserve funds, or both.

(7) RENTAL OF UNITS. Unit Owners may lease or rent a Unit for a minimum initial term of six (6) months. All leases or rental agreements shall be in writing. Any persons

occupying a Unit with the authority of a Unit Owner shall comply with all the restrictions, covenants, and conditions imposed by the Declaration, the Bylaws, and the rules of the Association. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion; however, no Unit may be leased or rented by Declarant for a period of less than thirty (30) days.

(8) UNIT ALTERATIONS. A Unit Owner shall not, without first obtaining the written consent of the Association, make any alteration that would jeopardize the soundness or safety of the Condominium, reduce the value of the Condominium, or impair any easement or hereditament, or change the exterior appearance of a Unit or any other portion of the Condominium not part of the Unit. A Unit Owner may make improvements or alterations within the Unit that do not impair the structural integrity, or lessen the support of any portion of the Condominium, and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements.

(9) PARKING. Each Unit shall have one (1) assigned underground parking stall. Parking Stall Units shall be for the exclusive use of Parking Stall Unit Owners. Unit Owners may park automobiles in unassigned outside parking. At no time shall a Unit Owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in the Common Elements without first obtaining the written consent of the Association.

(10) PETS. No reptiles or uncaged birds shall be permitted within the Condominium. Unit Owners may keep no more than two (2) pets per Unit, provided that the pet is thirty (30) pounds or less.

(11) RESERVES. The Association maintains reserves for repair and replacement of Common Elements beyond routine maintenance. A statutory reserve account under Wisconsin Statute Section 703.163 is not maintained.

(11m) FEES ON NEW UNITS. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no assessments shall be assessed against any Unit owned by the Declarant. During the period of Declarant control, the assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full assessments, based on the annual Operating Budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total assessments payable by Unit Owners, other than Declarant, do not cover the total Common Expenses. The Declarant, as a Unit Owner, shall not be liable for any annual or special assessments as assessed by the Association. The Declarant shall be liable for assessments on a Unit commencing with the occupancy of said Unit.

(11q) AMENDMENTS. A Unit Owner's rights and responsibilities may be altered by an amendment of the Declaration or By-Laws. The Declaration may be amended with the written consent of at least Sixty seven percent (67%) of the aggregate votes of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any.

The By-Laws may be altered, amended or repealed and new By-Laws may be adapted by the members, at any meeting called for such purpose, by an affirmative vote of Unit Owners having Sixty seven percent (67%) or more of the votes.

(12) OTHER RESTRICTIONS OR FEATURES. None.

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RECEIVED
TAXPAYER'S NAME: RYAN A. HARTMAN
TAXPAYER'S ADDRESS: 14380 WEST CAPITOL DRIVE
BROOKFIELD, WISCONSIN 53005-2392

TAX AMOUNT: \$75.00

RETURN TO:
Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392

PARCEL IDENTIFIER NUMBER:

**CONDOMINIUM DECLARATIONS OF
CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
RIDGEDALE CONDOMINIUMS**

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 19th day of December, 2006, by Ridgedale, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors, and assigns, and to all parties hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Condominium".

Declarant reserves the right to expand the Condominium by subjecting additional property to the Condominium Declaration. As each additional parcel is subjected to the Declaration, the percentage of ownership in the Common Elements shall be re-allocated by the Declarant. The Declarant shall establish a base selling price for each Unit offered for sale in the Condominium. Comparable Units in all phases will have the same base selling price. All Units' undivided interests in the Common Elements shall be recalculated at each expansion, and each Unit's undivided interest in the Common Elements shall be equal to the proportion of that Unit's base selling price to the total base selling price for all Units subject to the Declaration. This calculation is intended to reflect the price differential among the Units so that the Units with a greater base selling price shall have a fractionally greater percentage ownership in the Common Elements. Variation between the base selling price and the actual sales price, or sales subsequent to the sale by Declarant shall not result in recalculation of the percentage of ownership in the Common Elements. The right to expand the Condominium is reserved by the Declarant for a period not exceeding ten (10) years from the date of recording of this Declaration. If the Declarant adds additional property to the Condominium, the Declarant shall record an amendment to this Declaration showing the new percentage of ownership in the Common Elements and the votes which each Unit Owner may cast in the Condominium as expanded. Upon recording of an amendment to this Declaration each Unit Owner has the percentage of ownership in the Common Elements, liabilities in the common expenses, rights to common surpluses, and shall have the number of votes, set forth in the amendment to this Declaration. Following any expansion, the interest of any mortgagee shall attach to the new percentage of ownership in the Common Elements appurtenant to the Unit on which it is a lien.

2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Lands being part of Lot 3 of Certified Survey Map Number 5845 recorded as Document No. 1076957 in Volume 43 of Certified Surveys on Page 17 in the Washington County Register of Deeds Office; said Lot 3 being part of the Northwest 1/4 of the Northeast 1/4 and part of the Southwest 1/4 of the Northeast 1/4, Section 22, Township 10 North, Range 18 East, City of Hartford, Washington County, Wisconsin; being more particularly described as follows:

Beginning at the Northeast corner of said Lot 3; thence, along the East line of said Lot 3, S28°55'112"E, 405.34 feet; thence S58°54'51"W, 549.84 feet; thence S08°00'00"W, 193.46 feet to the Southerly line of said Lot 3 and a non-tangent

curve to the right having a radius of 210.00 feet and measured along a chord which bears N41°49'38"W, a chord distance of 277.47 feet; thence, Northwesterly along said Southerly line, along the arc of said curve, 303.10 feet and through a central angle of 82°41'47" to its point of tangency; thence, along the Westerly line of said Lot 3, N00°28'44"W, 309.45 feet to the Northwest corner of said Lot 3; thence, along the North line of said Lot 3, along the arc of a curve to the left having a radius of 133.00 feet and measured along a chord which bears N60°35'01"E, a chord distance of 128.71 feet; thence, Northeasterly along the arc of said curve, 134.34 feet and through a central angle of 57°52'30" to its point of tangency; thence, continuing along said North line, N31°38'46"E, 100.00 feet to a tangent curve to the right having a radius of 267.00 feet and measured along a chord which bears N52°30'36"E, a chord distance of 190.18 feet; thence Northeasterly along the arc of said curve, 194.45 feet and through a central angle of 41°43'40" to its point of tangency; thence, continuing along said North line, N73°22'26"E, 142.40 feet to the beginning of a tangent curve to the right having a radius of 395.85 feet and measured along a chord which bears N76°10'10"E, a chord distance of 38.61 feet; thence, Northeasterly along the arc of said curve, 38.63 feet and through a central angle of 05°35'27" to the POINT OF BEGINNING of said Legal Description.

2.2 NAME. The aforesaid real estate and all buildings and improvements thereon shall be known as Ridgedale Condominiums.

2.3 PARCELS WHICH MAY BE ADDED TO THE CONDOMINIUM. The real estate which the Declarant reserves the right to submit and subject as additional parcel or parcels of real estate to this Condominium are as follows:

Lands being part of Lot 3 of Certified Survey Map Number 5845 recorded as Document No. 1076957 in Volume 43 of Certified Surveys on Page 17 in the Washington County Register of Deeds Office; said Lot 3 being part of the Northwest 1/4 of the Northeast 1/4 and part of the Southwest 1/4 of the Northeast 1/4, Section 22, Township 10 North, Range 18 East, City of Hartford, Washington County, Wisconsin; being more particularly described as follows:

Beginning at the most Southerly corner of said Lot 3; thence, along the Southerly line of said Lot 3, along the arc of a curve to the left having a radius of 665.00 feet and being measured along a chord bearing N78°37'29"W, a chord distance of 171.62 feet; thence, Northwesterly along the arc of said curve, 172.10 feet and through a central angle of 14°49'40" to a point of reverse curvature; thence,

continuing along said Southerly line of Lot 3, along the arc of a curve to the right having a radius of 210.00 feet and measured along a chord bearing N84°36'25"W, a chord distance of 10.49 feet; thence, Northwesterly along the arc of said curve, 10.49 feet and through a central angle of 02°51'47" to a non-tangent line; thence, N08°00'00"E, 193.46 feet; thence N58°54'51"E, 549.84 feet to the Northeasterly line of said Lot 3; thence, along said Northeasterly line, S28°55'11"E, 183.62 feet to the most Westerly corner of said Lot 3; thence, along the Southeasterly line of said Lot 3, S49°24'11"W, 537.22 feet to said most Southerly corner of Lot 3 and the Point of Beginning.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be two (2) buildings on the real estate described in Section 2.1 above which shall contain a total of thirty-six (36) living units. One (1) building shall be three (3) stories in height and shall have twelve (12) living units on each floor. There shall be one (1) floor underground. Each Unit (hereinafter described) shall be assigned one (1) underground parking stall. There shall be sixteen (16) Parking Stall Units which shall be assigned separately from a Unit. One (1) building shall house a clubhouse. The Declarant shall have the right to subject an additional thirty-six (36) units to this Condominium Declaration by constructing one (1) additional building on the real estate described in Paragraph 2.3. The Declarant currently anticipates that the Units and buildings shall be positioned as shown on the Condominium Plat attached hereto marked Exhibit "A", but reserves the right to change the number of buildings, layout, location, and dimensions if required to achieve the best development, in the opinion of the Declarant. The buildings shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements.

Enlargement of the Condominium is at the discretion of the Declarant and there is no obligation or commitment on the part of the Declarant, nor are Unit Owners given any rights, to add any property or construct any additional Units as a part of the original Condominium. The Declarant may develop a portion only and not all of the additional property and Units as specified in Paragraph 2.3.

Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The units are more fully described in the Condominium Plat attached hereto marked Exhibit "A" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the building and Units as

finally located and erected. Declarant reserves the right to change the layout and dimensions of the buildings and Units shown in Exhibit "A" which are not presently constructed, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings and Units.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of thirty-six (36) condominium Units and sixteen (16) Parking Stall Units in Ridgedale Condominiums.

4.2 IDENTIFICATION. A "Unit" is that part of a building intended for individual, private use, comprised of one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the unfinished interior surface of the perimeter walls, floors and ceilings of the building. The Unit shall also consist of the windows, window frames, doors and door frames located within or contiguous to the Unit. The Units are designated by identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained. Each Unit shall also be assigned one (1) underground parking stall which is that part of the building intended for the private use of a Unit Owner comprised of a cubicle of air having outer boundaries formed by the interior surface of the perimeter wall and the painted lines designating the space. The underground parking stalls are designated by identifying numbers, and their location and boundaries are shown on the condominium plat. A Unit and an assigned parking stall may not be separated. There shall be sixteen (16) Parking Stall Units. A "Parking Stall Unit" is that part of the building intended for the private use of a Unit Owner comprised of a cubicle of air having outer boundaries formed by the interior surface of the perimeter wall and the painted lines designating the space. The Parking Stall Units are designated by identifying numbers, and their location and boundaries are shown on the condominium plat. A Parking Stall Unit shall be assigned separately from a Unit and may be conveyed to other Unit Owners without the conveyance of a Unit.

Each Unit shall have a storage area as set forth on the attached Exhibit "A". The storage area is for the exclusive use of the Unit and its owner. A Unit and a storage area may not be separated. Unit Owners shall not store any flammable substances within the storage area.

The post office address of the Units are as follows:

Unit 1101	230 Hilddale Road, Unit 1101, Hartford, Wisconsin 53027
Unit 1102	230 Hilddale Road, Unit 1102, Hartford, Wisconsin 53027
Unit 1103	230 Hilddale Road, Unit 1103, Hartford, Wisconsin 53027
Unit 1104	230 Hilddale Road, Unit 1104, Hartford, Wisconsin 53027
Unit 1105	230 Hilddale Road, Unit 1105, Hartford, Wisconsin 53027
Unit 1106	230 Hilddale Road, Unit 1106, Hartford, Wisconsin 53027
Unit 1107	230 Hilddale Road, Unit 1107, Hartford, Wisconsin 53027
Unit 1108	230 Hilddale Road, Unit 1108, Hartford, Wisconsin 53027
Unit 1109	230 Hilddale Road, Unit 1109, Hartford, Wisconsin 53027
Unit 1110	230 Hilddale Road, Unit 1110, Hartford, Wisconsin 53027
Unit 1111	230 Hilddale Road, Unit 1111, Hartford, Wisconsin 53027
Unit 1112	230 Hilddale Road, Unit 1112, Hartford, Wisconsin 53027
Unit 1201	230 Hilddale Road, Unit 1201, Hartford, Wisconsin 53027
Unit 1202	230 Hilddale Road, Unit 1202, Hartford, Wisconsin 53027
Unit 1203	230 Hilddale Road, Unit 1203, Hartford, Wisconsin 53027
Unit 1204	230 Hilddale Road, Unit 1204, Hartford, Wisconsin 53027
Unit 1205	230 Hilddale Road, Unit 1205, Hartford, Wisconsin 53027
Unit 1206	230 Hilddale Road, Unit 1206, Hartford, Wisconsin 53027
Unit 1207	230 Hilddale Road, Unit 1207, Hartford, Wisconsin 53027
Unit 1208	230 Hilddale Road, Unit 1208, Hartford, Wisconsin 53027
Unit 1209	230 Hilddale Road, Unit 1209, Hartford, Wisconsin 53027
Unit 1210	230 Hilddale Road, Unit 1210, Hartford, Wisconsin 53027
Unit 1211	230 Hilddale Road, Unit 1211, Hartford, Wisconsin 53027
Unit 1212	230 Hilddale Road, Unit 1212, Hartford, Wisconsin 53027
Unit 1301	230 Hilddale Road, Unit 1301, Hartford, Wisconsin 53027
Unit 1302	230 Hilddale Road, Unit 1302, Hartford, Wisconsin 53027
Unit 1303	230 Hilddale Road, Unit 1303, Hartford, Wisconsin 53027
Unit 1304	230 Hilddale Road, Unit 1304, Hartford, Wisconsin 53027
Unit 1305	230 Hilddale Road, Unit 1305, Hartford, Wisconsin 53027
Unit 1306	230 Hilddale Road, Unit 1306, Hartford, Wisconsin 53027
Unit 1307	230 Hilddale Road, Unit 1307, Hartford, Wisconsin 53027
Unit 1308	230 Hilddale Road, Unit 1308, Hartford, Wisconsin 53027
Unit 1309	230 Hilddale Road, Unit 1309, Hartford, Wisconsin 53027
Unit 1310	230 Hilddale Road, Unit 1310, Hartford, Wisconsin 53027
Unit 1311	230 Hilddale Road, Unit 1311, Hartford, Wisconsin 53027

Unit 1312 230 Hilldale Road, Unit 1312, Hartford, Wisconsin 53027

The owner of a Unit shall be known as "Unit Owner", and the owner of a Parking Stall Unit shall be known as "Parking Stall Unit Owner".

5. COMMON ELEMENTS

The "Common Elements" shall consist of all of the Condominium, except the Units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each Unit), roofs, foundations, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, structural parts of the building, and the walks, driveways and landscaping.

Each Unit Owner shall have an easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like, where space between the walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the Units, and provided further that the Common Elements be restored to their former condition by the Unit Owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit Owners, Declarant and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

The manner of use of the Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

6. LIMITED COMMON ELEMENTS

6.1 DESCRIPTION. A portion of the Common Elements are designated as "Limited Common Elements" as are shown on the Condominium Plat. Limited Common Elements consist of patios or balconies immediately adjacent and appurtenant to each Unit to which it is accessed by a door from a Unit. Limited

Common Elements shall be reserved for the exclusive use of the Unit to which they are appurtenant.

6.2 PARKING. Each Unit shall have one (1) assigned underground parking stall. Parking Stall Units shall be for the exclusive use of Parking Stall Unit Owners. Unit Owners may park automobiles in unassigned outside parking. At no time shall a Unit Owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in the Common Elements without first obtaining the written consent of the Association.

6.3 SATELLITE DISH. There shall be no television satellite dish of any type placed upon any of the Common Elements or Limited Common Elements without complying with this paragraph. The Unit Owner shall place the satellite dish in such a location as to minimize its obstruction and offensiveness to other Unit Owners either by location or by use of screening appropriate to the design, decoration and landscaping of the Condominium. The installation shall not effect the structural soundness or integrity of any building. The Unit Owner shall bear all costs associated with the installation of the satellite dish and with concealing the satellite dish from public view, including, but not limited to, the installation of shrubbery, partition wall or other such costs associated with the concealment of the satellite dish. The intention of this paragraph is to harmonize aesthetics with the Unit Owner's right to receive satellite signals to the extent possible. Any disputes under this paragraph shall be resolved by binding arbitration.

6.4 USE. The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN 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 this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The percentage of such undivided interest in the

Common Elements and Limited Common Elements appertaining to each Unit shall be as follows:

Unit 1101	2.4927%
Unit 1102	2.4927%
Unit 1103	2.4927%
Unit 1104	2.5723%
Unit 1105	2.4927%
Unit 1106	2.7474%
Unit 1107	2.4927%
Unit 1108	2.7474%
Unit 1109	2.4672%
Unit 1110	2.5628%
Unit 1111	2.6424%
Unit 1112	2.7220%
Unit 1201	2.6679%
Unit 1202	2.7474%
Unit 1203	2.5882%
Unit 1204	2.6679%
Unit 1205	2.5882%
Unit 1206	2.9132%
Unit 1207	2.5882%
Unit 1208	2.9132%
Unit 1209	2.5882%
Unit 1210	2.6679%
Unit 1211	2.7857%
Unit 1212	2.8654%
Unit 1301	2.8176%
Unit 1302	2.9068%
Unit 1303	2.7474%
Unit 1304	2.8272%
Unit 1305	2.7474%
Unit 1306	3.0661%
Unit 1307	2.7474%
Unit 1308	3.0661%
Unit 1309	2.7474%
Unit 1310	2.8272%
Unit 1311	2.9609%

Unit 1312	3.1201%
Parking Stall Unit 1	0.1195%
Parking Stall Unit 2	0.1195%
Parking Stall Unit 3	0.1195%
Parking Stall Unit 4	0.1195%
Parking Stall Unit 5	0.1195%
Parking Stall Unit 6	0.1195%
Parking Stall Unit 7	0.1195%
Parking Stall Unit 8	0.1195%
Parking Stall Unit 9	0.1195%
Parking Stall Unit 10	0.1195%
Parking Stall Unit 11	0.1195%
Parking Stall Unit 12	0.1195%
Parking Stall Unit 13	0.1195%
Parking Stall Unit 14	0.1195%
Parking Stall Unit 15	0.1195%
Parking Stall Unit 16	0.1195%

With each phase of development, the percentage of such undivided interest in the Common Elements and Limited Common Elements appertaining to each such Unit shall change. A Unit Owner or mortgagee gaining an interest in any Unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the aforementioned formula.

8. RESIDENTIAL PURPOSE

All buildings and the Units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the Bylaws of the Association.

9. ASSOCIATION OF UNIT OWNERS

9.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners (hereinafter "Association"). The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as

provided in the Bylaws of the Association. The Association may be incorporated as a non-profit corporation under the Laws of the State of Wisconsin. 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 and the Bylaws and rules and regulations of the Association.

9.2 VOTING RIGHTS. The Association shall have two classes of voting membership as follows:

(1) Class A - Class A members shall be all Unit Owners, with the initial exception of the Declarant, and shall have one vote for each Unit owned. The number of votes allocated to Class A members shall increase proportionately with each expansion maintaining the one vote per Unit formula.

(2) Class B - Class B members shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or a date not exceeding ten (10) years from conveyance of the first Unit to any person other than Declarant, whichever first occurs.

The respective rights and qualifications of the two classes of members and the election of directors shall be as set forth in the Bylaws of the Association.

9.3 ASSOCIATION PERSONNEL. The Declarant and 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 Declarant and Association may contract for lighting, heating, water, trash collection, sewer service and such other common services as may be required for each Unit.

9.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to Unit Owners, their lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and

financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, and other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the agencies or corporations which have an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year. The Homeowners Association shall make an audited financial statement for the preceding fiscal year available to the Holder, insurer, or guarantor of any first mortgage that is secured by a Unit on submission of a written request for it. The audited financial statement shall be made available within one hundred twenty (120) days of the fiscal year end of the Homeowners Association. The cost of the audit shall be at the expense of the Homeowners Association.

9.5 INITIAL WORKING CAPITAL AND RESERVE FUND. At the time of the first conveyance of a Unit from the Declarant, the purchaser of such Unit shall pay to the Association a one-time contribution equal to twice the monthly Association assessment in effect at the time of sale. One-half of the contribution shall be placed into a reserve for future repairs and replacements, and the other half shall provide the Association with initial working capital to be used for the expenses of the Association. Amounts paid pursuant hereto are not to be considered as an advance payment of the monthly assessment. The Declarant is prohibited from utilizing the working capital funds to defray any of its expenses, reserve contributions, construction costs, or to make up any budget deficits while it is in control of the Association.

9.6 REMEDIES FOR VIOLATIONS BY UNIT OWNER. A Unit Owner who fails to comply with the Declaration, the Bylaws, the Association rules, or the Act, is liable for any charges, fines, or assessments imposed by the Association pursuant to the Bylaws or Association rules as a result of the violation and may be subject to a temporary or permanent injunction.

10. REPAIRS AND MAINTENANCE

10.1 COMMON ELEMENTS. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing,

this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping. In addition, the Association shall regulate the use of the Common Elements and Limited Common Elements to ensure proper and attractive conditions. Unit Owners, and their occupants, shall promptly report to the Association, any condition that might damage the Common Elements or Limited Common Elements.

10.2 INDIVIDUAL UNITS AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall be responsible for keeping the interior of his 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 decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. 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 all plumbing fixtures and piping connected to the Unit, fireplace, chimney, and flue, the replacement of windows, doors, lighting fixtures, refrigerators, air-conditioning equipment, all components of any furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the Unit. Each Unit Owner shall keep the Limited Common Elements appurtenant to his Unit in a good, clean, sanitary, and attractive condition.

10.3 PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER. A Unit Owner shall not, without first obtaining the written consent of the Association, make any alteration that would jeopardize the soundness or safety of the Condominium, reduce the value of the Condominium, or impair any easement or hereditament, or change the exterior appearance of a Unit or any other portion of the Condominium not part of the Unit. A Unit Owner may make improvements or alterations within the Unit that do not impair the structural integrity, or lessen the support of any portion of the Condominium, and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements.

10.4 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any Unit at reasonable times and under reasonable conditions when necessary to make repairs when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. The Association shall make a reasonable effort to give prior notice to the owners, except in cases involving manifest danger to public safety or

property, and with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

10.5 IMPROVEMENTS TO LIMITED COMMON ELEMENTS. A Unit Owner may improve the Limited Common Elements appurtenant exclusively to the Unit Owner's Unit if all the following conditions are met:

1. A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and identifying the project contractor is submitted to the Board of Directors of the Association.
2. The improvements will not interfere with the use and enjoyment of the Units of other Units Owners, or the Common Elements, or Limited Common Elements of the Condominium.
3. The improvement will not impair the structural integrity of the Condominium.
4. Any change to the exterior appearance of the Condominium is approved by the Board of Directors of the Association
5. All costs and expenses of an improvement, and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement, are the obligation of the Unit Owner. The Unit Owner shall protect the Association and other Unit Owners from liens on property of the Association, or of other Unit Owners that otherwise might result from the improvement.

11. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise furnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the Unit and all walls, ceilings, floors, and doors within such boundaries, 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.

12. RESTRICTION ON USE AND OCCUPANCY

Each Unit shall be occupied and used only for single family private dwelling purposes as provided in the Bylaws of the Association. A Unit shall be owned and occupied by at least one (1) person who is fifty-five (55) years of age or older. No trade shall be carried on anywhere within the Condominium, except as otherwise provided herein. All leases or rental agreements shall be in writing. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion; however, no Unit may be leased or rented by Declarant for a period of less than thirty (30) days. A Parking Stall Unit shall be used only for the parking of motor vehicles by a Unit Owner. A Parking Stall Unit Owner may lease or rent the Parking Stall Unit to another Unit Owner only, and may not sell, lease or rent the Parking Stall Unit to a non-Unit Owner.

Unit Owners other than Declarant may lease or rent a Unit; however, the lease must have a minimum initial term of six (6) months. No rooms in any Unit may be rented and no transient tenants may be accommodated. As a condition of the rental or lease of a Unit, the Unit Owner grants the Association power of attorney to bring an eviction action against a tenant of the Unit Owner who has failed to comply with the Declaration, the Bylaws, rules of the Association, or any act or omission that constitutes grounds for eviction under Chapter 704 of the Wisconsin Statutes, if the Unit Owner, after being requested by the Association to evict the tenant, fails to take reasonable action to evict the tenant. Giving notice terminating, or not renewing a tenant's lease or rental agreement within sixty (60) days after an eviction request by the Association, constitutes reasonable action to evict the tenant for purposes of this paragraph. The Association shall give the Unit Owner ten (10) days' written notice of the Association's intent to evict a tenant. The cost of the eviction shall be the responsibility of the Unit Owner and shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two (2) years after the date the assessment becomes due.

A tenant of a Unit who fails to comply with this Declaration, the Bylaws, rules of the Association, or the Act that results in a charge, fine, or assessment imposed by the Association pursuant to the Bylaws or Association rules is liable for the charge, fine, or assessment. The Unit Owner of the Unit occupied by the tenant when the violation occurred is liable for any charges, fines, or assessments imposed by the Association for which the tenant is liable that are not paid by the tenant within thirty (30) days after receiving notice of the charge, fine, or assessment. If the Association imposes a charge, fine, or assessment as a result of a violation by the tenant of a Unit, the Association shall give notice to the tenant by any method under Wisconsin Statute Section 704.21(1)(a) – (e) and to the Unit Owner of the Unit occupied by the tenant by any

method under Wisconsin Statute Section 704.21(2)(a) – (d). The notice shall include all of the following:

- A. The amount of charges, fines, or assessments for which the tenant is liable.
- B. Notice that if the tenant fails to pay the Association the amount for which the tenant is liable within thirty (30) days after the tenant receives the notice, the Unit Owner is liable to the Association for the unpaid amount by the tenant.

The rental or lease of a Unit constitutes an agreement by the tenant, as a condition of the Lease, to comply with this Declaration, the Bylaws, the rules of the Association, and the provisions of the Act. Within five (5) business days after entering into or renewing a written Lease Agreement, the Unit Owner shall provide a copy of the Lease Agreement to the Association. The Association shall keep a copy of the Lease Agreement on file while the Lease Agreement is in effect. Prior to the occupancy of a Unit, the Unit Owner shall provide a copy of this Declaration, the Bylaws, and the rules of the Association, to the tenant, or place the information in the Unit.

13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the Units of the Condominium, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. On reconstruction the design, plan and specifications, of any building or Unit, may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any Unit may not vary more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If a Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the Condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements, and shall be distributed in accordance with the priority of interest in each Unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the Condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the Unit Owners shall be assessed for the deficiency in accordance with the percentage of ownership in the Common Elements.

14. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the Condominium against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The Association shall also provide insurance coverage for fixtures, improvements, and alterations that are a part of the building or structure located within the Units to the extent provided for in the original building specifications, if said coverage is available to the Association by the terms of the blanket casualty insurance policy. 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 interest may appear. Premiums shall be a common expense. The Association is hereby designated and each Unit Owner hereby appoints the Association to represent the Unit Owners in any related proceedings, negotiations, settlement, or agreements, regarding the insurance coverage. Each Unit Owner hereby appoints the Association as an attorney-in-fact for the purpose of representation in any related proceedings, negotiations, settlements, or agreements, regarding insurance. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor 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 as determined by the Board of Directors to conform to the requirements of full insurable value.

The Unit Owner shall be responsible for and shall obtain insurance coverage for personal property and the replacement of appliances including refrigerators, dishwashers, disposal, laundry equipment such as washers and dryers, and ranges.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of insurance proceeds. If it is determined not to reconstruct or repair the Condominium, or the Court has ordered partition of the Condominium, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the Common Elements have been completely repaired or restored, and there is a surplus of insurance proceeds, then the surplus shall be considered a common surplus and may, at the direction of the Board of Directors, be distributed to the Unit Owners in accordance with their percentage of ownership in the Common Elements.

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 combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his expense, to provide any additional insurance coverage on his improvements which will duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide and maintain public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time but, in any event such coverage shall be for at least \$1,000,000.00 for bodily injury and personal injury including deaths of persons and property damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

15. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Common Elements and Limited Common Elements, and the common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners, as well as the Units themselves, for such common expenses and for the creation of reserves for the payment of future common expenses with each Unit subject to said assessment paying an equal share of the assessment. The cost of repair, maintenance, and other expenses of the underground parking stalls shall be paid for by the Association. Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the By-Laws. With each phase of development,

the share shall change accordingly. It being the intent of the Declarant that the share shall initially be, after construction of the initial phase, one/thirty-sixth ($1/36^{\text{th}}$) per Unit, and upon the conclusion of the total envisioned project, the share shall be one/seventy-second ($1/72^{\text{nd}}$) per Unit. Any Unit Owner or mortgagee gaining an interest in any Unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

A Unit Owner, shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association, or during any period in which the Unit is not occupied by the Unit Owner, or is leased or rented to any other person. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

No Unit Owner may exempt himself or his Unit from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the Common Elements or Limited Common Elements or services or by the abandonment of his Unit.

No Parking Stall Unit Owner may exempt himself or his Parking Stall Unit from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the Parking Stall Units or by the abandonment of his Parking Stall Unit.

During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no assessments shall be assessed against any Unit owned by the Declarant. During the period of Declarant control, the assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full assessments, based on the annual Operating Budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total assessments payable by Unit Owners, other than Declarant, do not cover the total Common Expenses. The Declarant, as a Unit Owner, shall not be liable for any annual or special assessments as assessed by the Association. The Declarant shall be liable for assessments on a Unit commencing with the occupancy of said Unit.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two 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 year period it is filed. The Association must serve the Declarant with a notice of dues within thirty (30) days of assessment.

A lien for delinquent common expenses that the Association assesses against a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. In addition, a lien for common expenses will not be affected by the sale or transfer of a Unit unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not release any subsequent Unit Owner from paying any further assessments.

The Association is granted the power to collect levied assessments from the Unit Owners in accordance with legal remedies available if the assessments are not paid when they are due. The assessments, including interest at Twelve percent (12%) annum, costs and reasonable attorneys fees, shall become a lien against the Unit.

All sums assessed by an association, but unpaid for, regarding the share of the common expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 (1989 Stats.) of the Wisconsin Statutes;
- E. A lien under Section 292.31(8)(i) or 292.81 of the Wisconsin Statutes.

The common surpluses resulting from the operation of the Condominium shall be credited to the Unit Owner's assessments for common expenses, or shall be used for any other purpose as the Association decides, or shall be refunded to the Unit Owners with each Unit receiving a share of said surplus in proportion to the dues paid by the Unit Owner during the preceding twelve (12) month period.

A grantee of a Unit is entitled to a statement from the Association, or the Board of Directors, setting forth the amount of unpaid assessments against the grantor of a Unit. The grantee of a Unit is not liable for, nor shall the Unit conveyed be subject to a lien that is not filed for, any unpaid assessment against the grantor in excess of the amount set forth in the statement.

If the Association, or the Board of Directors, does not provide such a statement within ten (10) business days after the grantee's request, the Association is barred from claiming under any lien that is not filed prior to the request for the statement against the grantee.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Units as between such co-owners. Ownership shall be limited to 4 or fewer co-owners as tenants in common or as joint tenants.

17. CONVEYANCE TO INCLUDE INTEREST 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, lease or other instrument affecting title to such Unit without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. A Parking Stall Unit Owner may separately convey the Parking Stall Unit to another Unit Owner by deed, lease or other instrument affecting title to such Parking Stall Unit. A Parking Stall Unit Owner may not convey by deed, lease or other instrument a Parking Stall Unit to a non-Unit Owner.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 UTILITIES. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires

and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements and Limited Common Elements.

18.2 PERMITS, LICENSES AND EASEMENTS. The Association and the Declarant shall have the right to grant permits, licenses and easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

The Declarant hereby reserves the unqualified right of access or ingress and egress across the property set forth in Section 2.1 to the Expansion Lands as set forth in Section 2.3. Said easement shall run with the land and inure to the benefit of the Declarant, its successors and assigns. In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto. In the event the Declarant shall not add to the Condominium all or any portion of the Expansion Real Estate, the Declarant nevertheless shall have the right to construct on, renovate, or remodel all or any portion of any improvements on the Expansion Real Estate and to operate the same without restriction.

18.3 ENCROACHMENTS. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the Common Elements, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachments occurred due to the willful conduct of said owner or owners.

18.4 BINDING EFFECT. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees 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 18.

19. 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, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of at least Sixty-seven percent (67%) of the aggregate votes of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder under this Paragraph. The documents submitting the amendment for recording shall state that the required consents and approval for the amendment were received. A copy of the amendment shall be recorded with the Register of Deeds for Washington County and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association. In addition to the foregoing, this Declaration may be amended in any other manner provided under the Act. No action to challenge the validity of an amendment under this Section may be brought more than one (1) year after the amendment is recorded.

21. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all Unit Owners and Parking Stall Unit Owners, all or any part of the property may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Washington County, provided that the

holders of all liens affecting any of the Units or Parking Stall Units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Washington County, that their liens be transferred to the percentage of the undivided interest of the Unit Owner or Parking Stall Unit Owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the Unit Owners and Parking Stall Unit Owners. The undivided interest in the property owned in common which appertains to each Unit Owner and Parking Stall Unit Owner shall be the percentage of undivided interest previously owned by the owner in the Common Elements.

22. NOTICES

22.1 NOTICES TO UNIT OWNERS. All notice and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. All Unit Owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

22.2 NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage (an eligible mortgage holder), upon written request to the Association will be entitled to timely written notice of:

A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2) the interest in the Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any Unit, (4) the purposes to which any Unit or the Common Elements are restricted; (5) in assessments that raise the previous assessed amount by more than Twenty five percent (25%), (6) the reserves for maintenance, repair and replacement of common elements which results in a reduction, (7) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project, (8) imposition of any restrictions on the leasing of Units, (9) imposition or restriction on a Unit Owner's right to sell

or transfer his Unit, or (10) the restoration or repair of the project in a manner other than specified in the document.

B. Any proposed termination of the Condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges owned by a Unit Owner or a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

23. FURTHER MATTERS

A. All present and future owners of Units, Parking Stall Units, tenants of such owners and any other occupants of Units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any Unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit or Parking Stall Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Act.

B. The Declarant hereby reserves the right to cause one or more of the Units it owns to be maintained as a model unit and to display such models and the

Common Elements of the Condominium. The Declarant further reserves the right to maintain signs offering the sale of Units in the Condominium until all Units are sold at which time "For Sale" or "For Lease" signs shall be prohibited.

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

24. RESIDENT AGENT

The resident agent shall be Kurt A. Henning, 1629 Sherman Road, Jackson, Wisconsin 53037, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

25. 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.

26. CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

27. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the

validity or enforceability of the remaining portion of said provisions or of any other provision hereof.

28. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the Bylaws, the provisions of this Declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any Bylaws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any Bylaws and any provisions of Wisconsin Statutes Chapter 703, the provisions of Wisconsin Statutes Chapter 703 shall control.

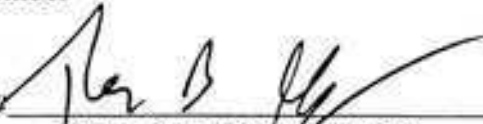
29. HOMESTEAD

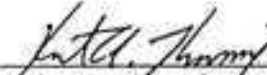
This is not homestead property.

IN WITNESS WHEREOF, the said Declarant, Ridgedale, LLC, has caused this Declaration to be executed at JACKSON, Wisconsin, this 19th day of December, 2006.

RIDGEDALE, LLC

By: JACKSON 3 DEVELOPMENTS, LLC,
Member

By: 
Theron Ben Glynn, Member

By: 
Kurt A. Henning, Member

By: VISION DEVELOPMENTS, LLC, Member

By: 
Sheila M. Brinkman Firari, Member

By: 
Michael S. Nagel, Member

STATE OF WISCONSIN)

WASHINGTON COUNTY)
SS

On this 19 day of December 20 06, before me personally came Ridgedale, LLC, by Jackson 3 Developments, LLC, by Theron Ben Glynn and Kurt A. Henning, Members, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.

Patty A. Star
Notary Public, State of Wisconsin
My Commission Expires 1-13-10



STATE OF WISCONSIN)

WASHINGTON COUNTY)
SS

On this 19 day of December, 20 06, before me personally came Ridgedale, LLC, by Vision Developments, LLC, by Sheila M. Brinkman Firari and Michael S. Nagel, Members, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.

Patty A. Star
Notary Public, State of Wisconsin
My Commission Expires 1-13-10



RIDGEDALE CONDOMINIUMS

PART OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 5845 RECORDED AS DOCUMENT NO. 1076957 IN VOLUME 43 OF CERTIFIED SURVEYS ON PAGE 17 IN THE WASHINGTON COUNTY REGISTER OF DEEDS OFFICE; SAID LOT 3 BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 18 EAST, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN



There are no objections to this plat with respect to Sec. 702.115 Wis. Stats.
 Brian R. Brinkmeyer, Certified _____, 200.
 Washington County Real Property Lender

I, Nathan J. Linn, Registered Land Surveyor of the State of Wisconsin, do hereby certify that I have surveyed and mapped the lots shown and described herein and that this is a true and correct representation of Ridgedale Condominiums and that the identification and location of each unit and the common elements can be determined from this plat. This survey is made for the exclusive use of the present owners of the property and any those who purchase, mortgage or otherwise acquire the title thereto, and is certified for one year from date hereon.

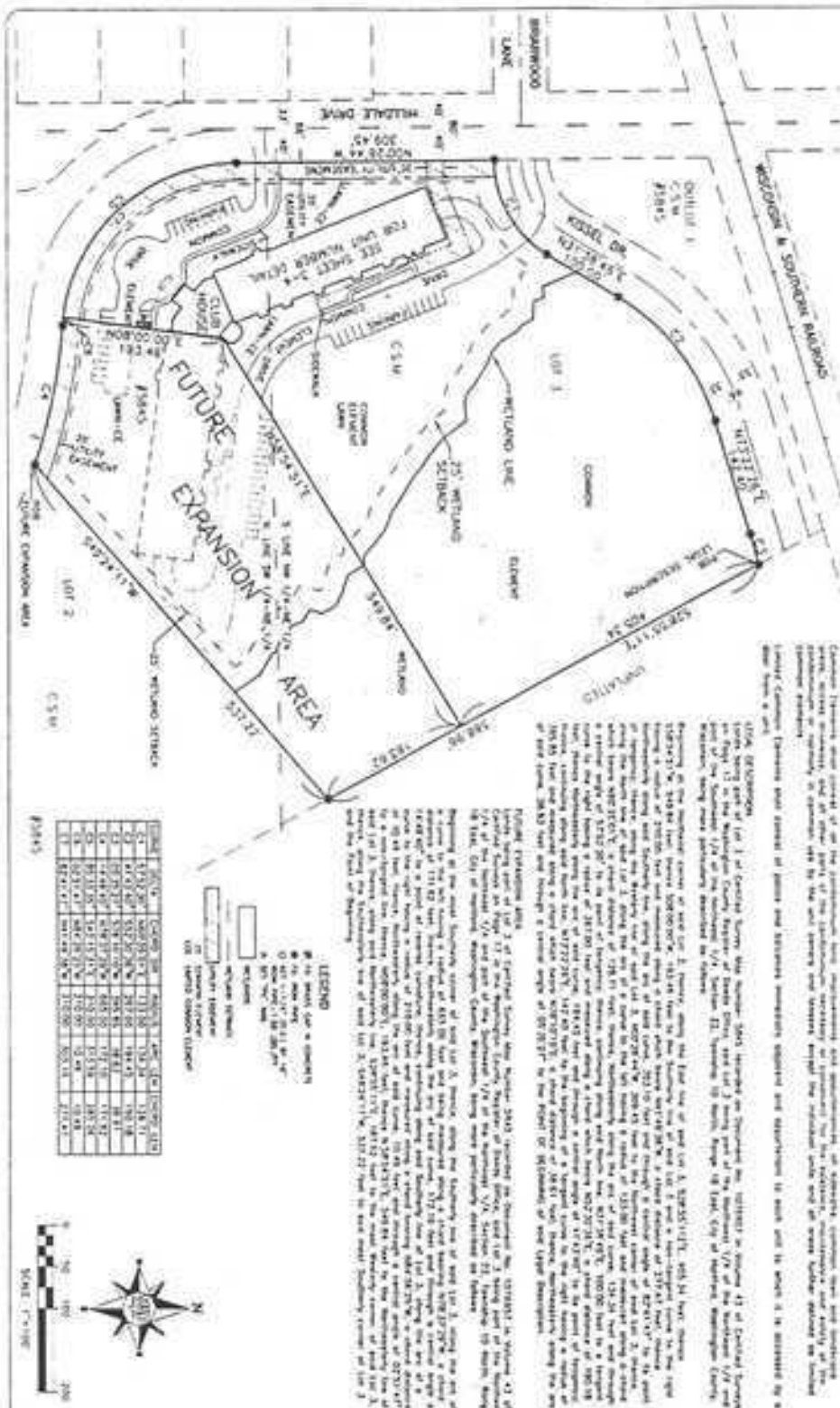
Date this _____ day of _____, 200__.

Nathan J. Linn
 NSL Professional Services, Inc.
 201 Corporate Drive, Beaver Dam WI 53009

CONDOMINIUM PLAT

MSA PROFESSIONAL SURVEYOR	TRANSPORTATION • MUNICIPAL DEVELOPMENT • ENVIRONMENTAL 201 Corporate Drive, Beaver Dam, WI 53009 608-867-4242, 1-800-330-6120, Fax 608-867-4250 © via PROFESSIONAL SERVICES	DECLARANT: Ridgedale, LLC 1629 Sherman Road Jackson, WI 53037
PROJECT # 193349	SCALE 1" = 200 FEET	FILE # 193349/csm/usa/condo.dwg
FIELD BOOK #	DRAWN BY AH/ARC	SHEET # 1 OF 1
PAGES #	CHECKED BY: MLL	SOC # 1/1

RIDGE DALE CONDOMINIUMS PART OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 5845 RECORDED AS DOCUMENT NO. 1076957 IN VOLUME 43 OF CERTIFIED SURVEYS ON PAGE 17 IN THE WASHINGTON COUNTY REGISTER OF DEEDS OFFICE; SAID LOT 3 BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 18 EAST, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

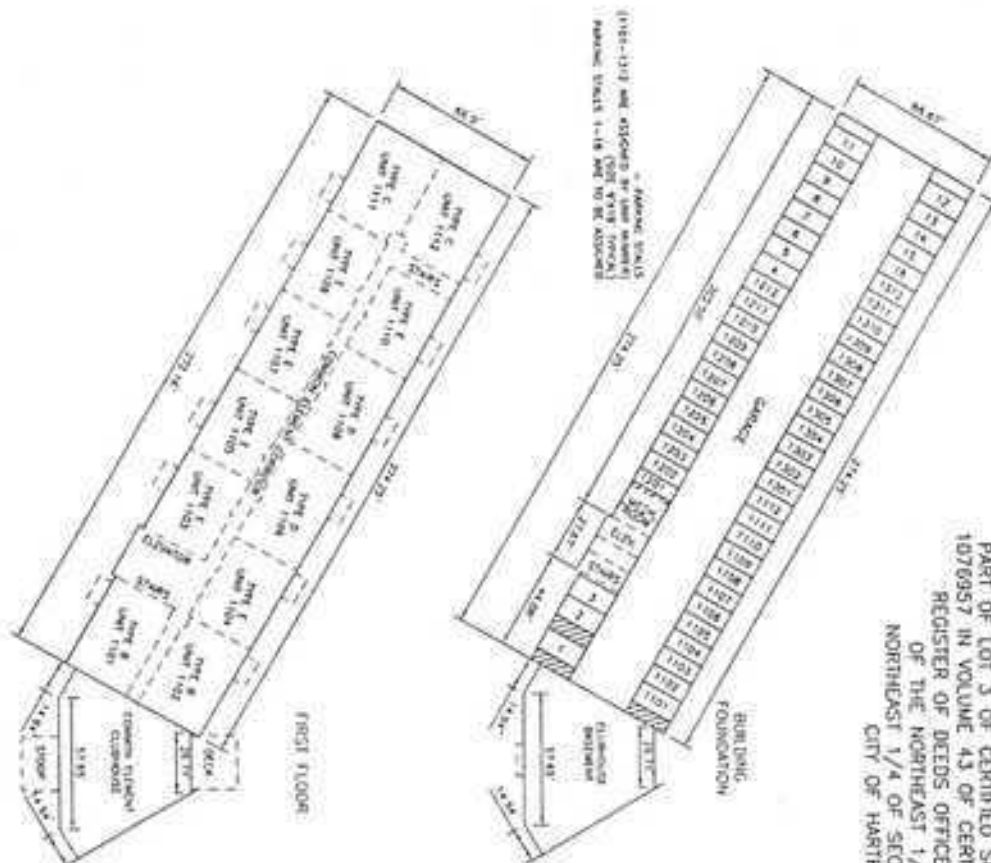


CONDOMINIUM PLAT

MSA PROFESSIONAL SERVICES TRANSPORTATION • MUNICIPAL DEVELOPMENT • ENVIRONMENTAL 201 Corporate Blvd. Beaver Dam, WI 53005 608-847-4242 • 1-800-512-4242 Fax 608-847-4200 © 1995 Professional Services PROJECT # 193349 PLAT BOOK # PAGE # SCALE: 1" = 100 FEET DRAWN BY: AM/ANC CHECKED BY: MLL	DECLARANT Ridgedale, LLC 1629 Sherman Road Jackson, WI 53037 FILE # 193349/cond/001/cond001.dwg DATE 1/1/95 SHEET 1/1
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RIDGEDALE CONDOMINIUMS

PART OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 5845 RECORDED AS DOCUMENT NO. 1076957 IN VOLUME 43 OF CERTIFIED SURVEYS ON PAGE 17 IN THE WASHINGTON COUNTY REGISTER OF DEEDS OFFICE; SAID LOT 3 BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 18 EAST, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN



Figures have been prepared using measurements of building from architectural plans. Any existing physical boundaries of any unit or common element constructed or reconstructed in substantial conformity with the condominium plan shall be conclusively presumed to be as shown. Any building, regardless of its location or extent, shall be conclusively presumed to be as shown. Any building, regardless of its location or extent, shall be conclusively presumed to be as shown. Any building, regardless of its location or extent, shall be conclusively presumed to be as shown.



CONDOMINIUM PLAT

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608-867-4242 • 1-800-552-6135 Fax 608-867-4250
© MSA PROFESSIONAL SERVICES

DECLARANT:

Ridgedale, LLC
1629 Sherman Road
Jackson, WI 53037

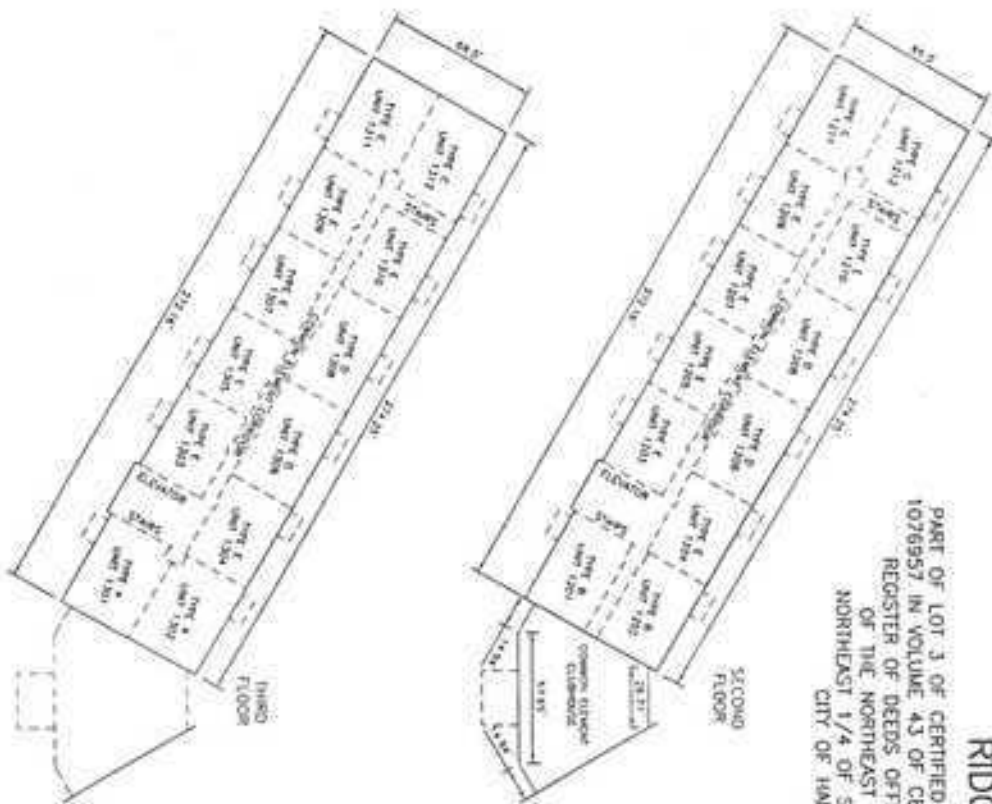
PROJECT # 193349
FIELD BOOK #
PAGES #

SCALE: 1" = 40 FEET
DRAWN BY: AR/3RD
CHECKED BY: MUL

FILE # 193349/MSA/2118/2400.dwg
SHEET # 3 OF 5
DATE # 1/1

RIDGEDALE CONDOMINIUMS

PART OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 5845 RECORDED AS DOCUMENT NO. 1076957 IN VOLUME 43 OF CERTIFIED SURVEYS ON PAGE 17 IN THE WASHINGTON COUNTY REGISTER OF DEEDS OFFICE, SAID LOT 3 BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 18 EAST, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN



These plans have been prepared using measurements of buildings from architectural plans. Any existing physical boundaries of any unit or common element constructed or reconstructed in substantial conformity with the condominium plan shall be conclusively presumed to be its boundaries, regardless of the existence of minor variations between physical boundaries as described in the declaration or shown on the condominium plan and the other physical boundaries of any such unit or common element as they constructed.



CONDOMINIUM PLAT



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DEVELOPMENT • ENVIRONMENTAL

201 Corporate Drive, Stead State, WI 53515
920-887-1242 • 1-800-252-6136 Fax 920-887-4350
© via PROFESSIONAL SERVICES

DECLARANT:

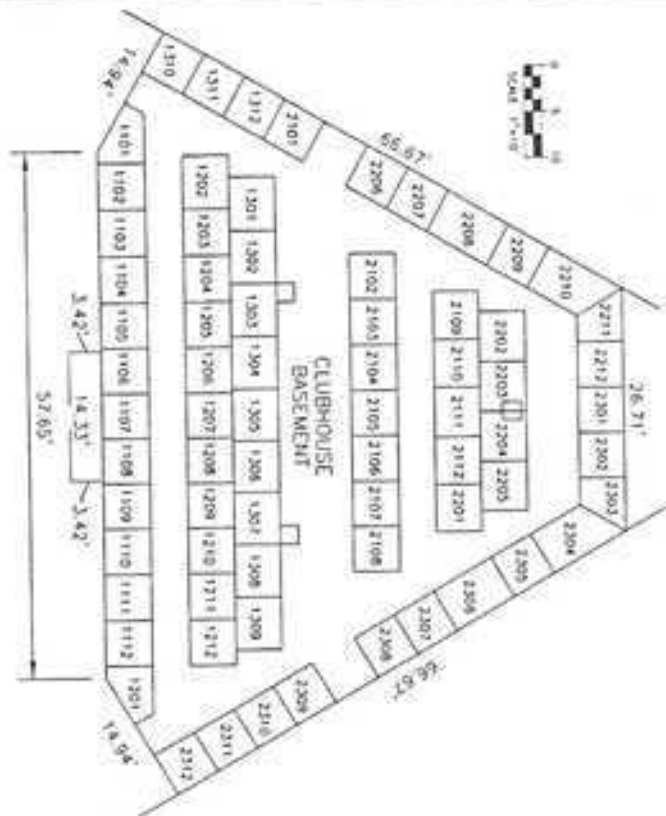
Ridgedale, LLC
1629 Sherman Road
Jackson, WI 53037

PROJECT # 193349	SCALE: 1" = 40' FEET	FILE # 193349/c200/plan/condo.dwg
PLAT BOOK #	DRAWN BY AB/ARD	SHEET # 4 OF 5
PAGES #	CHECKED BY MUI	DATE # 1/7

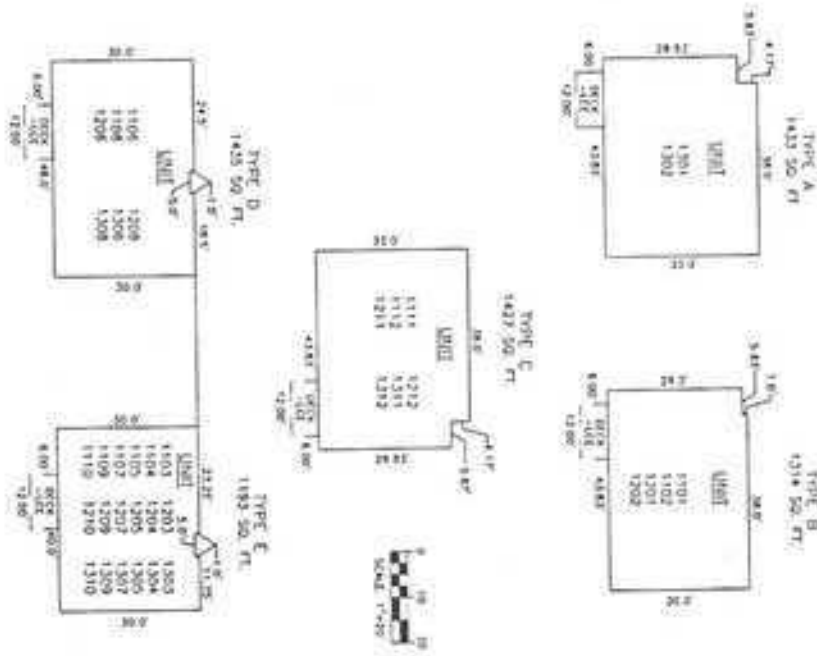
RIDGEDALE CONDOMINIUMS

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These plans have been prepared using measurements of buildings from architectural plans. Any existing physical boundaries of any unit or common element constructed prior to the date of this plan shall be shown as such. The boundaries of the units and common elements shown on this plan are not to be construed as a warranty of the accuracy of the measurements or as a representation of the actual boundaries of the units and common elements. The boundaries of the units and common elements shown on this plan are not to be construed as a warranty of the accuracy of the measurements or as a representation of the actual boundaries of the units and common elements.



CLUBHOUSE
(STORAGE UNITS - ASSIGNED BY UNIT NUMBER)
(STORAGE UNITS 2101 - 2112 ARE PART OF THE FUTURE EXPANSION AREA)
NOT SHOWN HERE FOR LOCATION PURPOSES ONLY
NOT 5'x5' (TYPICAL)
ALL OTHER AREAS ARE COMMON ELEMENTS



CONDOMINIUM PLAT

MSA PROFESSIONAL SERVICES TRANSPORTATION • MUNICIPAL DEVELOPMENT • ENVIRONMENTAL 201 Corporate Drive, Beaver Dam, WI 53118 608-867-4242 • 1-800-522-5120 Fax 608-867-4250 © 2004 PROFESSIONAL SERVICES		DECLARANT: Ridgedale, LLC 1629 Sherman Road Jackson, WI 53037	
PROJECT # 155549 FIELD BOOK # PAGES #		SCALE 1" = 10 FEET DRAWN BY JH/ALC CHECKED BY MSL	
FILE # 155549/2004-010/CONDOM 8-0		SHEET # 5 OF 5 DATE # 1/1	