

DISCLOSURE MATERIALS

OLDFIELD SETTLEMENT CONDOMINIUM

**TOWN OF CALEDONIA
RACINE COUNTY, WISCONSIN**

**LEGACY DEVELOPMENT COMPANY, LLP
5230 NICHOLSON ROAD
FRANKSVILLE, WI 53126**

1. These are the legal documents covering your rights and responsibilities as a condominium owner. If you do not understand any provision(s) contained in them, you should obtain professional advice.

2. These disclosure materials are provided to you as required by law and may be relied upon as correct and binding. Oral statements may not be legally binding.

3. You may at any time, within five (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 deposit(s) made.

INDEX

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

1. **Declaration of Condominium Ownership and Covenants, Conditions and Restrictions For Oldfield Settlement Condominium.**

The Declaration establishes and describes the condominium, the units and the common areas.

2. **Bylaws.**

The Bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners.

3. **Articles of Incorporation.**

The operation of the 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.

4. **Annual Operating Budget.**

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.

5. **Plat Map.**

The Seller has provided a Plat Map of the condominium which shows the location of the unit you are considering and all common areas which are part of the condominium.

**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OLDFIELD SETTLEMENT CONDOMINIUMS**

Recorded 11/8/00 in Volume 3088, Page 918 as
Document #1748596

**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OLDFIELD SETTLEMENT CONDOMINIUMS**

TABLE OF CONTENTS

	<u>Page</u>
Article I Definitions	1
Article II Application of the Act	3
Article III Legal Description of Units	3
Article IV General Provisions for Units	4
Article V Restrictions on Units	5
Article VI Architectural Control	8
Article VII Common Elements	9
Article VIII Association	13
Article IX Sale or Other Alienation	15
Article X Enforcement	16
Article XI Miscellaneous	17

**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OLDFIELD SETTLEMENT CONDOMINIUM**

THIS DECLARATION of Oldfield Settlement Condominium (the "Declaration") is made by the undersigned, Legacy Development Co., LLP, a Wisconsin limited liability partnership (the "Declarant") on this 6th day of November, 2000.

RECITALS

A. Declarant is the owner in fee simple of certain real estate located in the Town of Caledonia, County of Racine, State of Wisconsin, legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Real Estate").

B. Declarant wishes by this Declaration to subject the Real Estate to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended from time to time (the "Act").

C. Declarant also wishes to impose certain restrictions as set forth herein for the purpose of articulating a uniform set of standards for the development and maintenance of Oldfield Settlement Condominium as an attractive residential community in a healthy ecological setting.

NOW, THEREFORE, Declarant, as owner in fee simple of the Real Estate and for the purposes set forth herein declares, imposes and restricts as follows:

ARTICLE I

DEFINITIONS

The following definitions shall be applicable for purposes of this Declaration:

1.1 **Association**. The Oldfield Settlement Condominium Association, Inc., a Wisconsin non-profit corporation formed pursuant to this Declaration.

1.2 **Bylaws**. The bylaws of the Association.

1.3 **Board of Directors**. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

1.4 **Committee**. The Architectural Control Committee as hereinafter described.

1.5 Common Areas. All of the Condominium except the Units, as hereinafter defined.

1.6 Common Expenses: All sums assessed against a Unit, as hereinafter defined, and the respective Unit Owner, as hereinafter defined, by the Association or otherwise declared to be Common Expenses by the Act or by this Declaration.

1.7 Condominium. The Oldfield Settlement Condominium, including the Real Estate and all Improvements thereto, together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the provisions of the Act.

1.8 Improvements. Any and all of the following, regardless of whether permanent or temporary in nature or usage: buildings, outbuildings, sheds, exterior lighting or electric fixtures, antenna including dish receivers and towers, pools, spas, pet kennels, houses or runs, screened or other type of porches, patios or gazebos, plantings and fences; or any material alteration to any of the foregoing.

1.9 Landscaping. Landscaping installed or remaining on a Unit during or following construction including, without limitation, all vegetation, plantings, trees, shrubs and ground cover.

1.10 Percentage Interests. The appurtenant, undivided interest of Unit Owners, as hereinafter defined, in the Common Elements, expressed as a percentage and calculated by dividing (a) the number "one" (1) by (b) the total number of Units, as hereinafter defined, in the Condominium as set forth on the Condominium Plat attached hereto as Exhibit "A".

1.11 Plat. The Condominium Plat attached hereto as Exhibit "A" and made a part hereof reflecting the Units and Common Elements of the Condominium.

1.12 Residence. A single-family building intended for use for human habitation and for purposes ancillary thereto.

1.13 Rules and Regulations. Those rules and regulations adopted from time to time by the Board of Directors of the Association.

1.14 Submissions. The required plans, drawings, specifications and other information as more particularly described at Section 6.3 as required to be submitted by a Unit Owner to the Committee for approval prior to construction of any Improvements on a Unit.

1.15 Unit. A part of the Condominium as shown on Exhibit "A" attached hereto being a cubicle of air and soil having vertical sides formed by the planes of the unit boundary lines extending upward from the surface of the unit 35 feet and extending downward and parallel 20 feet from the surface of the unit. The Unit Owner of each Unit shall have an exclusive and perpetual right to construct, use, maintain, remove and replace surface and subsurface improvements, including, but not limited to; buildings, access driveways, walkways, foundations, basement walls and foundation pilings in accordance with the terms and conditions of this Declaration. Unit ownership shall also entitle the Unit Owner to an undivided Percentage Interest in the Common Elements as described in this Declaration.

1.16 Unit Number. The number designating a specific Unit as set forth on Exhibit "A" hereto.

1.18 Unit Owner. The record owner of a Unit. If there is more than one record owner, the record owners shall be collectively referred to as the "Unit Owner".

ARTICLE II

APPLICATION OF THE ACT

The Declarant hereby subjects the Real Estate to: (i) the Act; and (ii) the provisions of this Declaration. Declarant shall have the right to assign, by written assignment which assignment is recorded in the office of the Register of Deeds of Racine County, Wisconsin, any and all rights specifically reserved to Declarant under this Declaration.

ARTICLE III

LEGAL DESCRIPTION OF UNITS

3.1 The legal description of each Unit shall hereafter consist of the Unit Number of such Unit. Every deed, lease, mortgage or other instrument conveying any interest in a Unit shall legally describe the Unit by its Unit Number, and every such description shall be good and sufficient for all purposes, as provided in the Act.

3.2 The floor plan of each unit will be supplied by the Unit Owner after approval by the Architectural Review Committee as set forth in Article VI of this Declaration. Furthermore, in the event a Unit Owner makes any alteration, addition or deletion of the Improvements upon the Unit, the Unit Owner, after approval by the Architectural Review Committee, shall supply a revised floor plan showing the Improvements after the alteration. This Declaration will be amended to include the floor plan as provided for in Article XII of this Declaration.

ARTICLE IV

GENERAL PROVISIONS FOR UNITS

4.1 No Severance of Unit Ownership. Each Unit Owner owns a Percentage Interest in the Common Elements as more particularly described in Section 7.1 below. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting any Unit without including therein both the interest in such Unit and the corresponding Percentage Interest. Any such deed, mortgage, lease or other instrument purporting to include the one without including the other shall be deemed and taken to include the interest so omitted.

4.2 Separate Mortgages of Units. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium or any part thereof, except that each Unit Owner shall have the right to mortgage or encumber the Unit owned by such Unit Owner, and the Percentage Interest applicable thereto.

4.3 Separate Real Estate Taxes. Each Unit and each Unit's portion of real estate taxes assessed against the Common Area shall be taxed separately to each respective Unit Owner, as provided in the Act. In the event that, for any year, such taxes are not taxed separately to each Unit Owner but are taxed on the Condominium in its entirety, then each Unit Owner shall pay that portion of such taxes equal to its Percentage Interest multiplied by the real estate tax bill for the Condominium in its entirety.

4.4 Utilities.

(a) Each Unit Owner shall be responsible for payment of the cost of telephone, electric, gas and all other services and utilities used or furnished to the Unit. Further, Unit Owner will be responsible for all fees which the governing municipality may impose on the Unit including, but not limited to, park fees and water impact fees.

(b) Each Unit Owner shall be responsible for all costs of installing and maintaining a portable well of the Unit for the Unit's use. All such wells shall be in full compliance with all applicable statute rules, regulation and ordinance. In the event one or more Unit Owners desire to install a joint well servicing their units, said Unit Owners may petition the Board of Directors of the Association for approval. In the event the Board of Directors of the Association approves such a request, such approval will be conditioned upon the execution of all documentation as may be reasonably required by the Board of Directors. The cost of preparing any such documentation shall be at the petitioning Unit Owners' cost.

(c) Each Unit Owner shall be responsible for all costs of installing and maintaining the septic tank servicing the Owner's Unit as set forth in more

detail in paragraph 7.5 of this Declaration. Further, each Unit Owner is required to comply with the Septic Tank Maintenance Agreement attached hereto as Exhibit "B" and incorporated herein by reference.

4.5 Insurance; Unit Owners. Each Unit Owner is solely responsible for obtaining (1) fire, casualty and extended coverage insurance on all improvements on such Unit and on all personal property within the Unit, and (2) personal liability insurance for all conditions and events occurring within the Unit. Neither the Declarant nor the Association shall have any obligation to carry fire, casualty or other insurance related to any Unit.

4.6 Maintenance, Repair and Replacement of Improvements. Each Unit Owner shall maintain his or her Unit at his or her sole expense. All buildings and Landscaping shall be kept in good repair and a clean condition, including, without limitation, the mowing of lawns, trimming of plants, stewardship of (indigenous) native plants and vegetation types, repainting and repair of structures, removal of snow and ice from drive and walk areas, repair and/or replacement of drive and walk surfaces and such other measures so as to maintain a clean and orderly environment within the Condominium in accordance with the general purpose of this Declaration. No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on a Unit, except in sanitary containers with no undue accumulation permitted. Neither the Declarant nor the Association shall have any obligation to maintain, repair or replace any Improvements to any Unit.

4.8 Voting by Unit Owners. For purposes of this Declaration and the Bylaws Unit Owners shall be entitled to one (1) vote for each Unit owned. The Declarant shall also be entitled to one (1) vote for each Unit owned by the Declarant.

ARTICLE V

RESTRICTIONS ON UNITS

5.1 Use Restrictions. Each Unit and all Improvements located thereon shall be used exclusively for single-family residential purposes and purposes ancillary thereto only. Notwithstanding the foregoing, Declarant may place such permanent or temporary Improvement on a Unit for use as a Sales Office.

5.2 Setback Requirements. No Improvements, other than Landscaping, driveways, fences, lampposts and mailboxes, may be placed on any Unit outside of the BUILDING ENVELOPES as shown on the Plat.

5.3 Minimum Residence Sizes. The living area within any Residence measured from the outside of the exterior walls, including utility rooms, but exclusive of cellars, open porches, basements, garages, breezeways and other similar additions, shall not be less than:

- (a) 2,000 square feet in total area for a one story Residence;
- (b) 2,400 square feet in total area for any one and one-half story Residence; and
- (c) 2,600 square feet in total area for any two story Residence.

5.4 Bedrooms. Residences shall have a maximum of three (3) rooms designated as bedrooms.

5.5 Garages. All Residences shall have attached garages which are to be constructed contemporaneously with the Residence. Garages must have a minimum capacity for two (2) cars. Garage entrances may not face the street.

5.6 Grading. Each Owner, at the time of construction of the Residence, shall be responsible for grading his Unit so as to comply with the master drainage plan for the Condominium and to prevent an increase in drainage on to neighboring Units. In addition, at the time of construction, erosion-control measures shall be installed and maintained according to the standards and specifications set forth in the Wisconsin Construction Site Best Management Practices Handbook and local ordinances.

5.7 Improvement Restrictions. All Improvements constructed within the Condominium shall be subject to the following restrictions:

(a) All Improvements set forth in any approved Submissions must be completed within one (1) year of commencement of construction and only one (1) single-family Residence may be constructed on any Unit.

(b) The exterior of all Residences, garages and out buildings, including any exposed portion of any basement, shall be consistent in materials and color scheme and shall consist of all natural building materials, such as stone, brick, stucco or wood.

(c) The roofs of all one and one-half story and two story Residences shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12). The roofs of all one story Residences shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). All finish roof construction shall be cedar shake, 30-year dimensional asphalt shingle or such other material approved by Architectural Control Committee.

(d) All driveways shall be paved with a hard surface material approved by the Committee within one (1) year of substantial completion of construction of the Residence. Further, the width of the driveway of the identified building envelope

NOTE: Exception to paragraph 5.7(f) regarding hot tubs.

The Oldfield Board of Directors by unanimous vote decided to have all residents vote whether to allow a new resident to install an above ground salt water hot tub for health reasons. The final vote of all residents was over 75% in favor of making an exception.

April, 2019

of the Unit shall be no wider than fifteen (15) feet. The width of the driveway within the building envelope shall be set by the Architectural Control Committee.

(e) Landscaping shall be limited to indigenous plant species of local genetic origin defined as from an approximate 100-mile radius of the property.

(f) There shall be no above ground swimming pools, spas or hot tubs permitted within the Condominium Property. There is permitted one (1) below grade swimming pool and spa/hot tub per Unit. All related pumps, heaters, and filter equipment must be concealed in an enclosure to minimize noise and prevent such equipment from being visible from the road or by adjacent Units .

(g) No Unit shall be used for storage or long-term parking of any: (i) commercial vehicle larger than a full-size pickup truck or conversion van; or (ii) any recreational vehicle, including, without limitation, boats, campers, trailers and motor homes, unless such vehicle is completely located within the garage.

(h) No satellite dish or antenna shall be visible from any roadway or neighboring Unit.

(i) Prior to occupancy, each Unit shall have an electric lamppost with photoelectric controls installed at the Unit Owner's expense in a location approved by the Committee. Design and location of all lampposts are subject to the Committee's prior written approval. From and after installation, the lamppost shall be properly maintained by the Unit Owner. If the Unit Owner fails to so properly maintain, the Association shall be entitled, but not obligated, to perform or have the required maintenance performed and the cost of such maintenance shall then be assessed against the appropriate Unit Owner.

(j) Prior to occupancy, each Unit shall have a mailbox post and mailbox installed at the Unit Owner's expense in a location approved by the Committee. Design of all mailbox posts and mailboxes are subject to the Committee's prior written approval. From and after installation, the mailbox post and mailbox shall be properly maintained by the Unit Owner. If the Unit Owner fails to so properly maintain, the Association shall be entitled, but not obligated, to perform or have the required maintenance performed and the cost of such maintenance shall then be assessed against the appropriate Unit Owner.

5.8 Occupancy Restriction. No Residence shall be occupied unless the Submissions therefore have been approved by the Committee as provided in Article VI below and the Residence has been constructed consistent with the approved Submissions for such Residence.

ARTICLE VI

ARCHITECTURAL CONTROL

6.1 Composition. The Committee is hereby established for the purpose of providing and monitoring architectural controls consistent with the purpose of this Declaration. During such time as Declarant continues to own any Units within the Condominium, Declarant shall appoint all Committee members. Upon Declarant's sale of the final Unit in the Condominium (excluding any Unit included by any expansion of this Condominium), all remaining Committee members as appointed by Declarant shall tender their resignations. Thereafter, the Committee shall consist of the Officers/Directors of the Association. The Committee shall be composed of not less than three (3) members. The initial three Committee members named by the Declarant are:

**JOHN A. HELDING
JOSEPH BORZYNSKI
MICHEAL BANNON.**

6.2 Procedure. A Unit Owner desiring to construct or place any Improvements upon a Unit shall deliver the Submissions to the Committee for its consideration. No application for a building permit may be made prior to Committee approval of the Submissions. The Committee's approval or rejection of any Submissions shall be in writing signed by a Committee member. All decisions of the Committee shall be by majority vote of the Committee members. All completed Improvements shall be constructed in substantial accordance with the approved Submissions. Any material change must be resubmitted to the Committee for its consideration and written approval prior to construction.

6.3 Submissions to Committee. The Submissions delivered to the Committee shall include: construction drawings, plans and specifications as prepared by an architect or otherwise qualified draftsman showing dimensions, composition and color of all exterior materials, plot plans showing location of the particular Improvements with respect to BUILDING ENVELOPES as shown on the plat, other buildings and Improvements, proposed finish grade elevations, topography, a Landscaping plan and such other plans and specifications or additional detail as the Committee may reasonably request. The Committee shall have thirty (30) days from the date it receives any Submissions from a Unit Owner to review such Submissions and to either: (i) issue its written decision as to whether to approve or disapprove such Submissions; or (ii) inform the Unit Owner, in writing, that additional Submissions will be required before the Committee can render its decision. If the Committee informs the Unit Owner that additional Submissions will be required, the Committee shall issue its decision as to whether to approve or disapprove such Submissions within fifteen (15) days of its receipt of such additional Submissions. In the event the Committee fails to approve or disapprove the Submissions within the time periods provided in this Section 6.3, the Committee shall be deemed to have approved such Submissions.

6.4 Standards. The Committee shall have the right to reject any Submissions which, in the sole discretion of a majority of Committee members: (i) are not in conformity with this Declaration; (ii) are undesirable for aesthetic reasons; or (iii) are not in harmony with surrounding Improvements and natural resources. By way of example and not limitation, general Committee standards and criteria for approval shall include material composition and quality; exterior design, appearance and color; coordination with other existing or proposed Improvements; location with respect to topography and existing surroundings, setbacks, finish grade elevations, access, drainage and planting; and general aesthetics. In addition to these general standards, specific Committee guidelines shall include:

(a) Windows, shutters, window casings and trim features shall be consistent throughout a Residence. Where any of the foregoing is used on the front of a Residence, windows on the sides and rear of the Residence shall be similarly constructed throughout.

(b) The number of different exterior colors and materials used for exterior walls shall be kept to a minimum. It is recommended that no more than two (2) colors be allowed on exterior walls and trim with one additional color for accent items such as shutters and doors.

(c) All yard grades and stakeout surveys shall be approved by the Committee prior to commencement of construction.

6.5 Special Exceptions. The Committee, in its sole discretion, may grant a special exception to the restrictions set forth in Sections 5.2, 5.3, 5.5 and 5.7 or the standards set forth in this Article VI where literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the Condominium or substantially adversely affect the value of any Unit.

ARTICLE VII

COMMON ELEMENTS

7.1 Ownership of Common Elements. Each Unit Owner owns an undivided interest in all Common Elements with all other Unit Owners in the Condominium. The ownership interest of each Unit Owner in the Common Elements appurtenant to each respective Unit shall be equal to the Unit Owner's Percentage Interest. The undivided interest in the Common Elements shall not be separated from the Unit to which such undivided interest is appurtenant and shall be deemed to be conveyed, encumbered and leased with such Unit even though such undivided interest is not expressly mentioned or described in the conveyance or other instrument.

7.2 Use of Common Elements. Each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Unit Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of this Declaration, the Bylaws, the Rules and Regulations and the Act. Additionally, the Common Areas are further restricted by a Deed Restriction which the Town of Caledonia required to be placed upon the Common Area. These restrictions track those contained within Article 7.6 herein. A copy of said Deed Restriction is attached hereto as Exhibit "C" and incorporated herein by reference.

7.3 No Partition of Common Elements. There shall be no partition of the Common Elements unless this Declaration is terminated by all the Unit Owners and the Condominium is removed from the provisions of the Act.

7.4 Maintenance of Common Elements. The management, repair, alteration, improvement and insurance of the Common Elements shall be the responsibility of the Association. Each unit Owner shall pay as an assessment a share of the Common Expenses for maintenance, repair, replacement, administration and operation of the Common Elements in the same proportion as the Unit Owner's Percentage Interests. Payment thereof shall be in such amount and at such times as may be established in accordance with the Bylaws.

7.5 Mound Systems.

(a) As shown on the Plat, two mounds and two pump stations and all associated sewer mains will be constructed in the Common Areas for treatment of effluent from Units within the Condominium. The Association will monitor, maintain and, if necessary, replace these mounds, pump systems and associated sewer mains.

(b) The Unit Owner of each Unit shall be individually responsible for the acquisition, installation and maintenance of the septic tank and sewer lateral serving the Owner's Unit. The Unit Owner shall have the septic tank pumped at least once every two years and shall present the Association with evidence of the same. If the Unit Owner fails to have the septic tank pumped within the required time, the Association shall be entitled, but not obligated to perform or have the required pumping performed and the cost of such pumping shall then be assessed against the appropriate Unit Owner. To accomplish the foregoing, Unit Owner hereby grants to Association a permanent easement allowing Association at all times the right to enter upon any Unit for such purposes.

(c) The Unit Owner of each Unit shall insure that no Hazardous Materials (as defined herein) are released into the septic system servicing the Unit. In the event a Unit Owner releases Hazardous Materials into the septic system, that Unit Owner will be solely responsible for all costs and expenses associated with the resulting environmental remediation and Mound System repair, replacement necessary because of said release of the Hazardous Materials into the septic system.

Hazardous Materials shall include, but not be limited to: (i) petroleum products, by-products or waste products, (ii) substances defined or listed as Hazardous Substances, Hazardous Materials, toxic substances, chemical substances or similar identified substances in, pursuant to or regulated by (1) the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et. seq., (2) the Hazardous Materials Transportation Act, 47 U.S.C. § 1802, et. seq., (3) the Resource Conservation and Recovery Act, 42 U.S.C. § 6910, et. seq., (4) the Toxic Substance Control Act of 1976 as amended 15 U.S.C. § 2601, et. seq., (5) the Clean Water Act, 33 U.S.C. § 466, et. seq., and (6) any other applicable federal, state or local environmental, health or safety laws, regulations, rule and common law.

7.6 Prohibited Uses of Common Area. It is the intent of the Declarant that the Common Area be preserved in its natural ecological state for the benefit of all Unit Owners. Any activity on or use of the Common Areas inconsistent with the intent of the Declarant as set forth in the previous sentence is prohibited, except for construction of Improvements shown on the Plat and such other activities for which an easement is reserved to the Association or Declarant pursuant to section 7.7 below. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited.

(a) **Subdivision.** Division or subdivision for purposes of residential, commercial or industrial development.

(b) **Activities.** Residential, commercial or industrial activities.

(c) **Construction.** The construction or placement of any Improvements, except for: (i) construction of Improvements shown on the Plat, (ii) such other Improvements for which an easement is reserved to the Declarant or the Association pursuant to section 7.7 below and (iii) water laterals for joint wells where such joint wells have been approved by the Association.

(d) **Cutting Vegetation.** Cutting or removal of trees, shrubs or other vegetation, except as necessary for fire protection, thinning, elimination of diseased growth and similar protective measures.

(e) **Land Surface Alteration.** Mining or other alteration of the land surface through grading or soil dumping or trenching.

(f) **Storage and Dumping.** Storage or dumping of any kind.

(g) **Advertising Signs or Billboards.** Placement of any advertising signs or billboards, except as allowed in subsection 7.7(c) below.

(h) **Motorized Vehicles.** Use of motorized vehicles, such as cars, snowmobiles, dune buggies, all-terrain vehicles and motorcycles anywhere other than on the roadways set forth in the Plat.

(i) **Plants and Animals.** Introduction of nonnative plants and animal species.

(j) **Hunting.** Hunting any bird, animal or other wildlife.

(k) **Running of Dogs.** Running of dogs where the dog is not on a leash and/or the owner does not pick up after their dog.

(l) **Erosion.** Any use that would cause, increase or substantially add to the risk of erosion.

7.7 **Easements.**

(a) **Declarant's Reservation and Right to Grant Easements for Utilities.** Declarant hereby reserves unto itself and for the Association the right to grant to public or semi-public utility companies, easements and rights-of-way over, across and through Common Areas for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi public utility function that the Town of Caledonia shall require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Where such easements become necessary, the Unit Owners hereby grant to the Declarant and/or the Association Power of Attorney to execute all necessary documents for the creation of such easements on the Unit Owner's behalf.

(b) **Easement for Construction, Access and Maintenance.** Declarant hereby reserves for itself and for the Association a right of access over, across and through the Common Areas for purposes of: (i) constructing and maintaining Improvements and amenities as provided for in this Declaration; (ii) making underground or above ground utility connections; and (iii) any other reasonable use consistent with this Declaration.

(c) **Easement for Placement of Advertising Sign.** Declarant hereby reserves for itself a right to place signs advertising the sale of Units within the Condominium on the Common Areas.

(d) **Easement for Creation of a Trail System.** Declarant hereby reserves for itself and for the Association the right to create and maintain a

system of trails through the Common Areas. Such trails may not be paved with concrete, asphalt or other material, but may be covered with natural materials such as stone or bark. This system of trails may involve separate walking trails and a horse riding trail.

(e) **Easements to Run with the Land.** All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant and the Association.

7.8 **Sale or Restoration of Damaged or Destroyed Common Elements.** Notwithstanding any language in this Declaration to the contrary, in the event that all or any part of the Common Elements are damaged or destroyed by fire, casualty or any other act, the Association shall be required to rebuild, repair or restore such property upon approval of a majority of the Unit Owners. Such damaged or destroyed property may only be sold upon unanimous approval of the Unit Owners.

ARTICLE VIII

ASSOCIATION

8.1 **Membership.** Every Unit Owner shall be a member of the Association. Membership shall be appurtenant to ownership of a particular Unit.

8.2 **Bylaws of the Association.** The administration of the Condominium shall be governed by, and subject to, the Bylaws of the Association. Every Unit Owner shall comply strictly with the Bylaws and with the Rules and Regulations adopted pursuant thereto.

8.3 **Address and Service.** The Condominium's agent for service of process shall be the Association's president. The Association's initial president as set forth in the Bylaws, and therefore its initial agent, is John A. Holding. The business address of the Condominium and its address for service of process shall be the home address of the Association's president. The initial business address and address for service of process for the Condominium is therefore: 5230 Nicholson Road, Franksville, Wisconsin, 53126.

8.4 **Rules and Regulations.** The Board of Directors may adopt such Rules and Regulations as it may deem reasonably advisable for the maintenance, conservation and beautification of the Common Areas. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Common Areas shall be used and maintained subject to such Rules and Regulations. The Rules and Regulations may be amended by the affirmative vote of no less than two-thirds (2/3) of the members of the Board of Directors.

8.5 Initial Officers/Directors. The initial Officers/Directors of the Association, as set forth in the Bylaws, shall continue to serve until such time as provided in the Bylaws.

8.6 Assessments. The Association, by action of the Board of Directors, and subject to the Board of Director's duty to submit a budget to the Members for approval, shall have the right to assess the Units and charge the Unit Owners for all Common Expenses, including, but not limited to costs relating to:

(a) The administration, insurance, maintenance, upkeep and repair of Common Areas and for costs relating to the establishment of reserves for repair and replacement of the same.

(b) For costs related to the perpetual restoration, management and monitoring of the Common Areas.

(c) For costs incurred to construct, monitor and maintain the mounds and pump systems and sewer mains located within the Common Areas. Notwithstanding the previous sentence, the Unit Owner of each Unit shall be individually responsible for the acquisition, installation and maintenance of the septic tank and sewer lateral serving the Unit Owner's Unit.

(d) For any other costs incurred by the Association during the course of its functioning and operation including, but not limited to, costs and expenses incurred by the Association in the enforcement of this Declaration against Unit Owners, including attorneys' fees incurred by the Association in connection with such enforcement.

Each Unit and Unit Owner shall be charged with assessments in proportion to the Percentage Interest attributable to each Unit.

(e) Notwithstanding the foregoing, the Association may not assess, collect or enforce the collection of charges and/or assessments against any Unit held by the Declarant until such time as a single-family dwelling is constructed on said Unit.

8.7 Collection of Assessments. The right to collect or enforce the collection of charges and/or assessments is hereby delegated exclusively to the Association. All charges and/or assessments which are not paid within thirty (30) days of when due, shall bear interest at the rate of eighteen (18%) percent per annum until paid in full. Additionally, the Association may: (i) impose and/or levy such other fees, charges, and assessments the Association may from time to time elect, against the Unit Owners for the purpose of obtaining compliance with the duties and obligations imposed upon the Unit Owners by the Act, this Declaration, the Bylaws or the Rules and Regulations of the Association; and (ii) to the extent and in the manner allowed by law, and in addition to any other remedies that may be available under the law, impose liens

on the Units of the Unit Owners for the purpose of obtaining payment of the same. The Association shall have the right to bring any and all actions and proceedings for the collection of any amounts due the Association and/or for any other remedy deemed appropriate by the Association. In addition to any of the foregoing, each delinquent Unit Owner shall be personally (jointly and severally) liable to the Association for any such delinquent amount due, and, without any limitation on availing itself of any other actions or remedies allowed herein or by law, the Association may seek and obtain a personal money judgment against each such Unit Owner for such delinquent amount. Further, in addition to any other remedy, and in addition to any other damages and/or delinquent amounts the Association may be entitled to recover, the Association shall also be entitled to recover, whether by legal action and/or by further assessment against the delinquent Unit Owner and/or by a lien on the delinquent Unit Owner's Lot, all reasonable attorneys' fees incurred by the Association regarding such delinquency.

ARTICLE IX

SALE OR OTHER ALIENATION

9.1 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall, upon request, be entitled to a statement from the Board of Directors setting forth the amount of the unpaid Assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. The Board of Directors shall have the right to charge a reasonable fee for such statements.

9.2 Covenants to Run with Land. Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Warranty Deed or under any Land Contract or contract for any deed of conveyance, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

ARTICLE X

ENFORCEMENT

10.1 Association's Rights. Except as specifically stated in this Section, the Association and, subject to the requirements set forth below in paragraph 10.2, the individual Unit Owners shall have the right to enforce this Declaration, or the violation of any Bylaw or any of the Rules and Regulations or any order of the Association or Committee issued to enforce the same and in doing so shall have the right to:

(a) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and

(b) To take any action set forth in Section 8.6 above; and

(c) To levy a daily fine against the Unit Owner. Prior to the levy of any such fine, the Unit Owner shall be given written notice by the Association or the Committee of the alleged violation and ten (10) days in which to cure such violation. Thereafter, and provided the Unit Owner has failed to cure, or in the event of violations or other matters not susceptible to cure in such time, the Owner has failed to commence and diligently continue to completion such cure, the Association may assess such Unit Owner a fine not to exceed One Hundred and no/00 (\$100.00) Dollars per day which shall be retroactive back to the date of the Association's or the Committee's notice to the Unit Owner.

10.2 Rights of Aggrieved Unit Owners. Any Unit Owner aggrieved with respect to an occurrence on another Unit which is alleged to violate this Declaration, the Bylaws, the Rules and Regulations or the Act shall have the right to petition the Association to redress such violation. From the date of filing such petition, the Association shall have thirty (30) days in which to consider whether to seek to enjoin the alleged violation, recover damages from the alleged violator, or both. In the event the Association denies the petition or otherwise fails to act thereon to the satisfaction of the petitioner, upon the expiration of such thirty (30) day period, the petitioner shall thereafter have the right to seek to enforce this Declaration, the Bylaws, the Rules and Regulations or the Act by proceedings at law or equity against the person or persons alleged to be in violation of this Declaration, the Bylaws, the Rules and Regulations or the Act, and to seek either to have such violation enjoined or to recover damages, or both. The forgoing right is subject to such Unit Owner commencing proceedings within sixty (60) days from the earlier of the date of the Association's denial of the petition or the expiration of the Association's thirty (30) day consideration period. Damages collected by the Association, if any, shall be distributed, first to pay for cost of enforcement, and secondly, to the Unit Owners of Units damaged by the violation pro rata.

10.3 Costs and Expenses. The Association and any aggrieved Unit Owner shall be entitled to recover against the offending Unit Owner all costs of any enforcement action taken pursuant to this Article X, including attorneys' fees and costs of litigation/alternative dispute resolution as incurred in such enforcement. Each remedy set forth in this Declaration, shall be in addition to all other rights and remedies available in law or equity. All remedies shall be cumulative and the Association's or aggrieved Unit Owner's election of one remedy shall not constitute a waiver of any other. Any forbearance or failure of the Association to exercise any right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver shall be obtained from the Association.

ARTICLE XI

MISCELLANEOUS

11.1 Amendments to Declaration.

(a) This Declaration may be amended with the express written consent of the Unit Owners of at least seventy-five (75%) percent of the Units and where applicable the mortgagee of said Units subject hereto. Any amendment shall be effective when it is recorded in the office of the Register of Deeds for Racine County, Wisconsin. The signature of the president and the secretary of the Association on such recorded amendment shall be deemed a certification by such officers that the proper consent to such amendment has been obtained.

(b) The Condominium may be removed from the provisions of the Act, either in whole or in part, only by the recording of an instrument executed by the Unit Owners of all Units subject hereto as well as any mortgagee or other lien holder of record with respect to the Condominium in the office of the Register of Deeds for Racine County, Wisconsin.

11.2 Acceptance. Each Unit Owner by acceptance of a deed to a Unit shall be deemed to have approved and consented to be bound by this Declaration and all terms, conditions and covenants as contained herein.

11.3 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Unit.

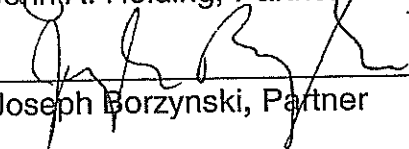
11.4 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid by a court of competent jurisdiction.

11.5 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class residential condominium.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its partners as set forth herein.

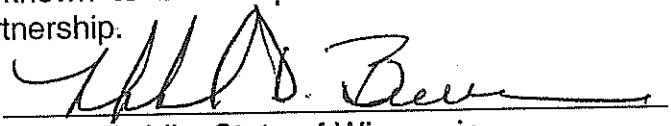
LEGACY DEVELOPMENT CO., LLP

By: 
John A. Holding, Partner

By: 
Joseph Borzynski, Partner

STATE OF WISCONSIN)
COUNTY OF RACINE) ss

Personally came before me, this 6th day of November, 2000, John A. Holding and Joseph Borzynski to me known to be the persons who executed the foregoing instrument on behalf of the partnership.

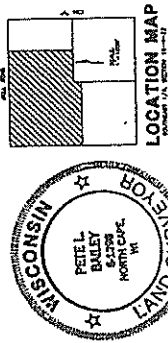

Notary Public; State of Wisconsin
My Commission: is perempt.

This document was drafted by:
Attorney Micheal D. Bannon
DeMark, Kolbe & Brodek, S.C.
6216 Washington Avenue
P. O. Box 085009
Racine, WI 53408

EXHIBIT "A"
CONDOMINIUM PLAT

OLDFIELD SETTLEMENT CONDOMINIUM

A CONDOMINIUM OF PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWN 4 NORTH, RANGE 22 EAST, IN THE TOWN OF CALDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.



RESTRICTIONS:
"ALL DESIGNATED WETLANDS WITHIN THIS DEVELOPMENT SHALL BE PRESERVED AND PROTECTED BY PROHIBITING THE FOLLOWING: GRADING, FILLING OR EXCAVATING; ERECTING ANY STRUCTURES OR PLACING ANY OBJECTS; REMOVING OR DESTROYING ANY VEGETATION; OR ANY OTHER ACTS THAT WOULD BE INJURIOUS TO THE EXISTING ENVIRONMENT, INCLUDING PLANTING, CULTIVATING AND THE DEPOSIT OF YARD WASTE OF ANY TYPE; AND THE GRAZING OF DOMESTIC ANIMALS, WHERE APPLICABLE."

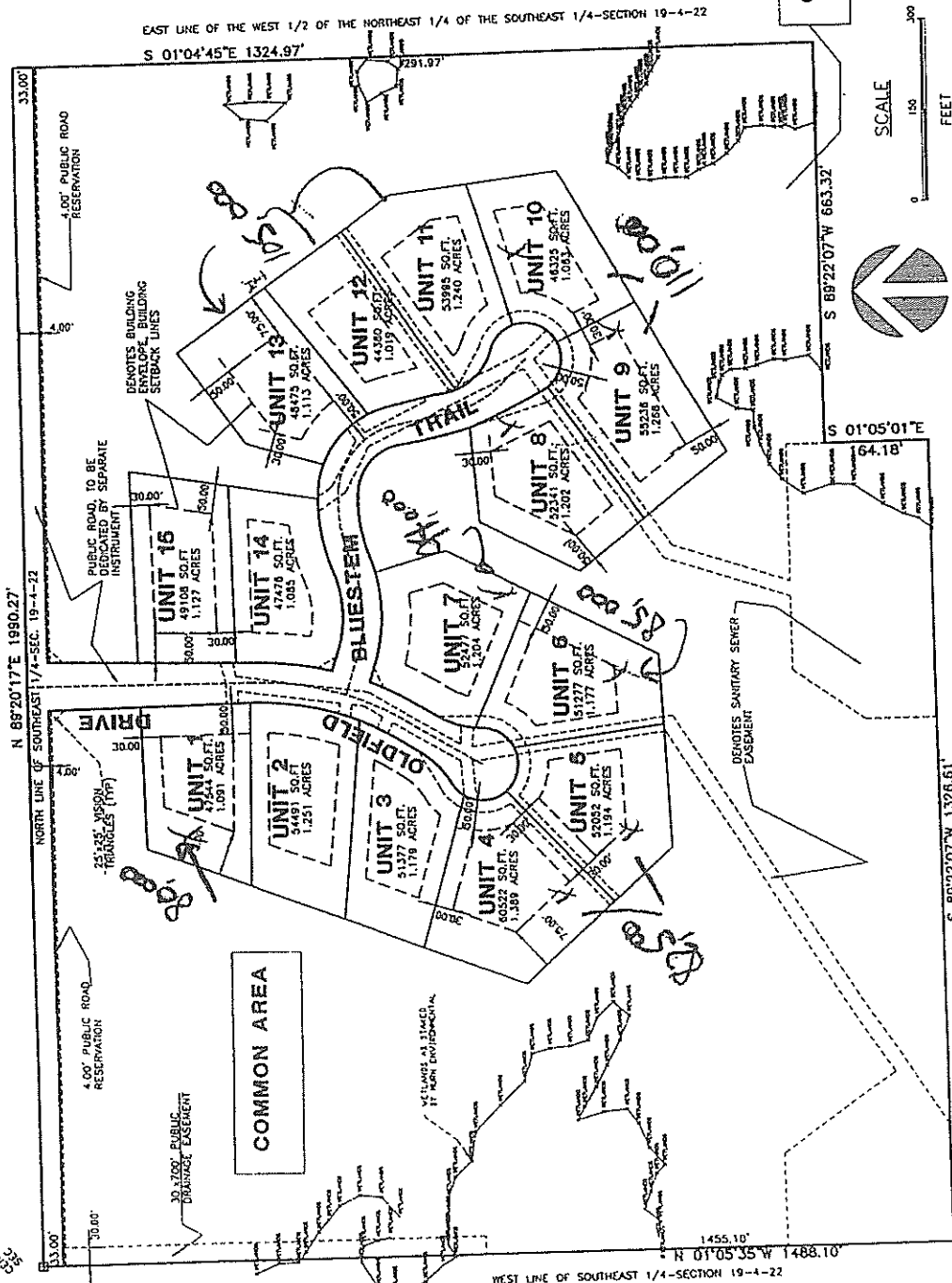
TAX KEY MAPS:
FROM: 004-04-22-19-037-000
UNIT 1: 004-04-22-19-037-010
UNIT 2: 004-04-22-19-037-020
UNIT 3: 004-04-22-19-037-030
UNIT 4: 004-04-22-19-037-040
UNIT 5: 004-04-22-19-037-050
UNIT 6: 004-04-22-19-037-060
UNIT 7: 004-04-22-19-037-070
UNIT 8: 004-04-22-19-037-080
UNIT 9: 004-04-22-19-037-090
UNIT 10: 004-04-22-19-037-100
UNIT 11: 004-04-22-19-037-110
UNIT 12: 004-04-22-19-037-120
UNIT 13: 004-04-22-19-037-130
UNIT 14: 004-04-22-19-037-140
UNIT 15: 004-04-22-19-037-150

REVISED: 07/10/2000
REVISED: 06/28/2000
REVISED: 10/03/2000
REVISED: 10/04/2000
SHEET 1 OF 6



12207 C.T.H. "K" FRANKSME, WISCONSIN 53126
TEL (262) 635-4774 FAX: (262) 835-2379

BELL ROAD



COMMON AREA

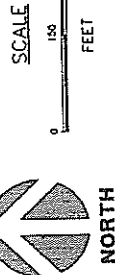


EXHIBIT "B"

SEPTIC TANK MAINTENANCE AGREEMENT

Lakeland Multi-Flow Inc

Service Contract

This contract will be in effect for a term of two-years with two installments of \$900, beginning from the following dates of January 1st, 2020 through December 31st, 2020 and again on January 1st, 2021 through December 31st, 2021.

For the total amount of \$1800 (divided into two payments,) the undersigned authorized service provider, Lakeland Multi-Flow Inc., will perform the following tasks listed below for the septic system located at: **Oldfield Settlement Condominium**

INSPECTIONS:

Inspections will be made on a bi-annual basis during the months of April/May and October/November. The inspection will include:

- 15 resident septic tanks – visual check for color, clarity, and odors. Filters will be checked and cleaned. Check the associated alarms and flood switches.
- Inspect and adjust all mechanical and electrical components as needed.
- Inspect the sewer line throughout the Oldfield subdivision.
- Inspect all transfer pumps to the mound system and associated alarms and flood switches.
- Inspect both the East and West mound systems.

REPORTS:

- **Bi-annual inspection report** will be submitted to the Oldfield Board in a timely manner following the completion of the inspection. This report will state the inspection results of all 15 resident septic tanks, subdivision sewer lines, both mound systems, and the transfer pumps and associated alarms and flood switches.
- A copy of the **Racine County** annual on-line inspection report will be submitted to the Oldfield Board once it is completed.

ADDITIONAL SERVICES:

Maintenance required for resident septic systems will be negotiated separately between the resident and Lakeland-MULTI-FLO, Inc. All other maintenance required for the Oldfield septic system will be negotiated with the Oldfield Board.

These additional services will be performed on a fee basis for both time and materials. These services will require payment in full at the time of service. Any unpaid balances will be subjected to a 5% late fee for each month.

Any required component parts that are used could be either new or re-conditioned.

Services not included are the pumping and cleaning of septic tanks. This service contract can be cancelled at any time with a prorated refund of the unused funds. **Disclaimer:** Estimates of cost (labor and material) are subject to change, due to changes from the vendor.

Service Contract Authorization

Oldfield Settlement Condominium

John J. Dunkel
(Signature)

Date 2/7/20

12502 Blue Stem TRAIL
(Address)

CALEDONIA, WI 53108
(E Mail)

262.498.6800
(Phone Number)

Authorized Service provider:

AUTHORIZED DISTRIBUTOR
FOR HOME AND COMMERCIAL USE
SALES AND SERVICE

Lukeland-MULTI-FLO Inc. (Lance Hanson)
P.O Box 270590
Milwaukee, WI 53227-7213
(414)712-8825

Signature Lance W. Hanson

Date 1/1/2020

RACINE COUNTY CODE ADMINISTRATION
14200 Washington Avenue
Sturtevant, WI 53177
(262) 886-8475
Fax (262) 886-8484

SEPTIC TANK MAINTENANCE AGREEMENT

Owners Name Legacy Development Company, LLP Parcel ID. #: 004-04-20-19-027,028,029-000
Mailing 5230 Nicholson Rd. Site Old Field Settlement
Address: Franksville, WI 53126 Address: Ball Road Units #1,2,3,4,5,6
7:15
Zip Caledonia WI Zip 53415
Phone (H) 262-835-2223 (W) 262-835-9494 Town of Caledonia

Improper use and maintenance of a septic system could result in its premature failure. If a septic tank becomes too full of sludge and scum, solids will no longer settle out and will pass directly through to the system resulting in the sealing of the absorption area. Proper use and maintenance should extend the life of the system considerably. Proper maintenance consists of having the septic tank checked at least once every 3 years and having the tank pumped by a licensed septage hauler if it is more than 1/3 full of sludge and scum (solids and greases).

Keep in mind that what you put into the system can affect the function of the septic tank as well as the waste disposal system. It is suggested that you avoid placing the following items in your sanitary treatment system:

- Clear water from sump pumps
- Grease, oil and fat
- Septic tank cleaners
- Paper other than toilet tissue
- Sanitary napkins
- Chemicals such as lye, acid, and drain cleaners
- Disposable diapers
- Cigarette butts
- Water softener discharges
- Garbage, bones, fabrics, etc.

Racine County administers a maintenance program as required by the Wisconsin Fund Private Sewage System Replacement or Rehabilitation Grant Program. The County requires inspection or pumping of all new or replacement private onsite wastewater treatment systems (POWTS) at least once every 3 years. The system owner will be sent a certification form reminding of the maintenance check at least 30 days prior to the due date. The owner is responsible for obtaining the maintenance and showing proof by submitting a completed certification form to the return address shown on the form. The form must be signed by either a Wisconsin licensed master plumber, journeyman plumber, restricted-service plumber, septage hauler or POWTS inspector and signify that the system is in proper operating condition, and that after inspection and pumping, if necessary, the treatment tank is less than 1/3 full of sludge and scum.

I, the undersigned, am an owner of the above referenced property, have read the above information and requirements and agree to maintain the POWTS in accordance with the standards set forth herein, and as set by the Grant Program. I will forward proof of compliance when requested by the County or State. Furthermore, I understand that this Agreement is to be transferable to all subsequent owners of this property and I will be responsible for providing written notification of the maintenance program to the buyer.

John A. Hill
Owner's Signature

6/12/00
Date

RACINE COUNTY CODE ADMINISTRATION

14200 Washington Avenue

Sturtevant, WI 53177

(262) 886-8475

Fax (262) 886-8484

SEPTIC TANK MAINTENANCE AGREEMENT

Owners Name Legacy Development Company, LLP Parcel ID. #: 004-04-22-19-027,028,029-000
Mailing 5230 Nicholson Rd. Site OLD field Settlement
Address: Franksville, WI 53126 Address: Bell Road Units # 8, 9, 10, 11,
12, 13, + 14
Zip Caledonia WI Zip
Phone (H) 262-835-2223 (W) 262-835-9696 Town of Caledonia

Improper use and maintenance of a septic system could result in its premature failure. If a septic tank becomes too full of sludge and scum, solids will no longer settle out and will pass directly through to the system resulting in the sealing of the absorption area. Proper use and maintenance should extend the life of the system considerably. Proper maintenance consists of having the septic tank checked at least once every 3 years and having the tank pumped by a licensed septage hauler if it is more than 1/3 full of sludge and scum (solids and greases).

Keep in mind that what you put into the system can affect the function of the septic tank as well as the waste disposal system. It is suggested that you avoid placing the following items in your sanitary treatment system:

- Clear water from sump pumps
- Grease, oil and fat
- Septic tank cleaners
- Paper other than toilet tissue
- Sanitary napkins
- Chemicals such as lye, acid, and drain cleaners
- Disposable diapers
- Cigarette butts
- Water softener discharges
- Garbage, bones, fabrics, etc.

Racine County administers a maintenance program as required by the Wisconsin Fund Private Sewage System Replacement or Rehabilitation Grant Program. The County requires inspection or pumping of all new or replacement private onsite wastewater treatment systems (POWTS) at least once every 3 years. The system owner will be sent a certification form reminding of the maintenance check at least 30 days prior to the due date. The owner is responsible for obtaining the maintenance and showing proof by submitting a completed certification form to the return address shown on the form. The form must be signed by either a Wisconsin licensed master plumber, journeyman plumber, restricted-service plumber, septage hauler or POWTS inspector and signify that the system is in proper operating condition, and that after inspection and pumping, if necessary, the treatment tank is less than 1/3 full of sludge and scum.

I, the undersigned, am an owner of the above referenced property, have read the above information and requirements and agree to maintain the POWTS in accordance with the standards set forth herein, and as set by the Grant Program. I will forward proof of compliance when requested by the County or State. Furthermore, I understand that this Agreement is to be transferable to all subsequent owners of this property and I will be responsible for providing written notification of the maintenance program to the buyer.

[Signature]
Owner's Signature

6/12/00
Date

EXHIBIT "C"

DEED RESTRICTION

DEED RESTRICTION

Recorded 11/8/00 in
Volume 3088, Page 959 as
Document #1748598

Deed Restriction made this 6th day of
November, 2000 by Legacy Development Co., LLP
("Declarant"), owner of the below-described property.

To: Micheal D. Bannon
DeMark Kolbe & Brodek SC
PO Box 085009
Racine, WI 53408-5009

Parcel Identification Number (PIN)

RECITALS:

WHEREAS, Declarant is the owner in fee simple of certain real estate located in the Town of Caledonia ("Town"), County of Racine, State of Wisconsin legally described on Exhibit "A" attached hereto and incorporated herein by reference ("Condominium Plat"); and

WHEREAS, Declarant is subjecting the entirety of the Real Estate to the provisions of the Condominium Ownership Act of the State of Wisconsin; and

WHEREAS, said Condominium Plat designates certain areas as "Common Areas" the use of which is restricted by the Declaration of Condominium Ownership and of Covenants, Conditions and Restrictions for Oldfield Settlement Condominium, said document is incorporated herein by reference ("Declaration"); and

WHEREAS, the Town has required as part of its approval for this condominium that the Declarant place certain use restrictions on the Common Areas of the condominium in the form of a Deed Restriction; and

WHEREAS, the purpose of this Deed Restriction is to insure that the natural aspects of the condominium project remain unchanged and prevent any further development within these areas except as provided for within this Restriction and the Condominium Declaration.

NOW, THEREFORE, Declarant hereby declares that the Common Areas as that term is defined in the Declaration shall be held, conveyed, leased, and used subject to the following limitations and restrictions:

1. **Prohibited Uses of Common Area.** It is the intent of the Declarant that the Common Area be preserved in there natural ecological state for the benefit of all Unit Owners. Any activity on or use of the Common Areas inconsistent with the intent of the Declarant as set forth in the previous sentence is prohibited, except for construction of Improvements shown on the Plat and such other activities for which an easement is reserved to the Condominium Association or Declarant pursuant to section 7.7 of the Declaration. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited.

(a) **Subdivision.** Division or subdivision for purposes of residential, commercial or industrial development.

(b) **Activities.** Residential, commercial or industrial activities.

(c) **Construction.** The construction or placement of any Improvements, except for: (i) construction of Improvements shown on the Plat, (ii) such

other Improvements for which an easement is reserved to the Declarant or the Association pursuant to section 7.7 of the Declaration and (iii) water laterals for joint wells where such joint wells have been approved by the Association.

(d) **Cutting Vegetation.** Cutting or removal of trees, shrubs or other vegetation, except as necessary for fire protection, thinning, elimination of diseased growth and similar protective measures.

(e) **Land Surface Alteration.** Mining or other alteration of the land surface through grading or soil dumping or trenching.

(f) **Storage and Dumping.** Storage or dumping of any kind.

(g) **Advertising Signs or Billboards.** Placement of any advertising signs or billboards, except as allowed in the Declaration.

(h) **Motorized Vehicles.** Use of motorized vehicles, such as cars, snowmobiles, dune buggies, all-terrain vehicles and motorcycles anywhere other than on the roadways set forth in the Plat.

(i) **Plants and Animals.** Introduction of nonnative plants and animal species.

(j) **Hunting.** Hunting any bird, animal or other wildlife.

(k) **Running of Dogs.** Running of dogs where the dog is not on a leash and/or the owner does not pick up after their dog.

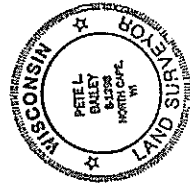
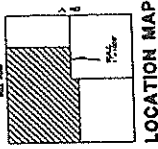
(l) **Erosion.** Any use that would cause, increase or substantially add to the risk of erosion.

EXHIBIT "A"

Recorded 11/8/00 in Volume 2, Page 647 as Document # 1748597

OLDFIELD SETTLEMENT CONDOMINIUM

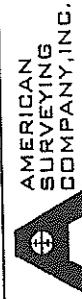
A CONDOMINIUM OF PART OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWN 4 NORTH, RANGE 22 EAST, IN THE COUNTY OF CALHOUN, STATE OF WISCONSIN.



RESTRICTIONS:
ALL DESIGNATED WETLANDS WITHIN THIS DEVELOPMENT SHALL BE FILLING OR EXCAVATING, ERECTING ANY STRUCTURES OR BUILDINGS, REMOVING OR DESTROYING ANY VEGETATION COVER EXCEPT DISEASED VEGETATION AND NOxious WEEDS, INTRODUCING PLANTS, ANIMALS, AND THE DEPOSIT OF ANY TYPE, AND THE GRAZING OF DOMESTIC ANIMALS, WHERE APPLICABLE.

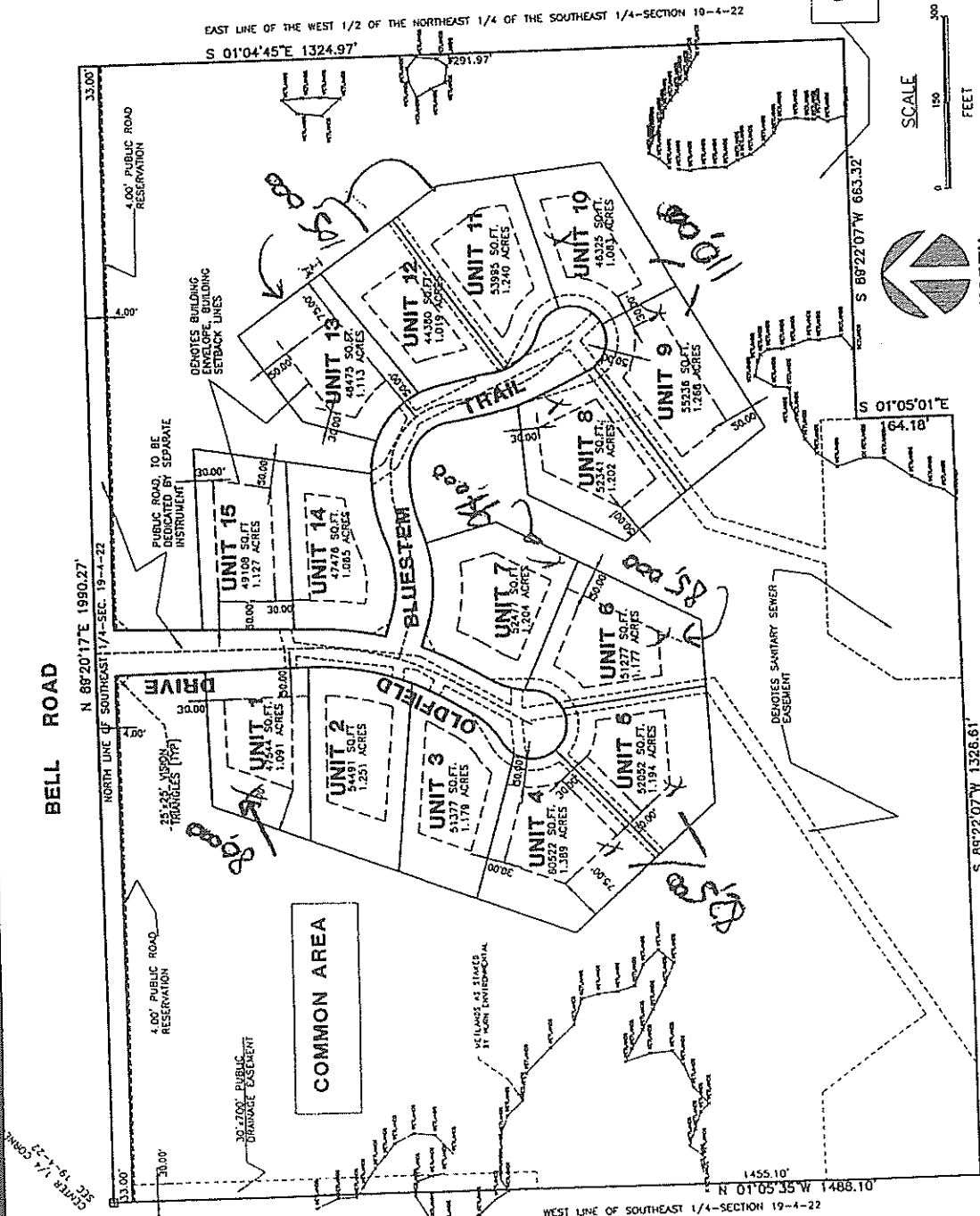
TAX KEY NUMBERS:
UNIT 1: 004-04-22-19-027-010
UNIT 2: 004-04-22-19-027-020
UNIT 3: 004-04-22-19-027-030
UNIT 4: 004-04-22-19-027-040
UNIT 5: 004-04-22-19-027-050
UNIT 6: 004-04-22-19-027-060
UNIT 7: 004-04-22-19-027-070
UNIT 8: 004-04-22-19-027-080
UNIT 9: 004-04-22-19-027-090
UNIT 10: 004-04-22-19-027-100
UNIT 11: 004-04-22-19-027-110
UNIT 12: 004-04-22-19-027-120
UNIT 13: 004-04-22-19-027-130
UNIT 14: 004-04-22-19-027-140
UNIT 15: 004-04-22-19-027-150

COMMON AREA



REVISED: 07/15/2000
REVISED: 07/15/2000
REVISED: 10/04/2000
SHEET 1 OF 6

12207 C.T.H. "K" FRANKSVILLE, WISCONSIN 53126
TEL (262) 835-4774 FAX (262) 835-2379



**BYLAWS
OF
OLDFIELD SETTLEMENT CONDOMINIUMS**

**BYLAWS
OF
OLDFIELD SETTLEMENT CONDOMINIUMS**

TABLE OF CONTENTS

	<u>Page</u>
Article I Identity of Corporation	1
Article II Powers of the Association	1
Article III Members	2
Article IV Voting Rights of Members	3
Article V Meetings of Members	4
Article VI Powers and Duties of Members	7
Article VII Officers and Directors	8
Article VIII Initial Officers / Directors	10
Article IX Powers and Duties of the Board of Directors	11
Article X Powers and Duties of Officers.	13
Article XI Miscellaneous Provisions	14
Article XII Assessments and Liens	15
Article XIII Indemnification	18

**BYLAWS
OF
OLDFIELD SETTLEMENT CONDOMINIUM ASSOCIATION, INC.**

The following Bylaws of Oldfield Settlement Condominium Association, Inc. have been duly adopted pursuant to the provisions of Chapter 181 of the Wisconsin Statutes effective the 6th day of November, 2000.

ARTICLE I

IDENTITY OF CORPORATION

Section 1.0. Association. These Bylaws are the Bylaws of "Oldfield Settlement Condominium Association, Inc.", a not-for-profit and nonstock corporation organized under the laws of the State of Wisconsin. Such corporation is hereinafter referred to as the "Association".

Section 1.1. Restrictive Covenants. The Association has been incorporated to govern the affairs of the Oldfield Settlement Condominium. A Declaration of Condominium Ownership and of Covenants, Conditions and Restrictions (the "Declaration") regarding the Oldfield Settlement Condominium has been recorded in the office of the Register of Deeds of Racine County, Wisconsin.

Section 1.2. Mailing Address and Office. The office and mailing address of the Association shall be the residence of the then current President of the Association.

ARTICLE II

POWERS OF THE ASSOCIATION

Section 2.0. Powers of Association. The Association shall have the full power and authority granted to it under the laws of the State of Wisconsin, provided that

such power and authority is also in conformance and allowed by the Articles of Incorporation of the Association.

ARTICLE III

MEMBERS

Section 3.0. Members of the Association. The members of the Association shall be the record-title owner(s) of the Units of the Oldfield Settlement Condominium as defined in the Declaration (the "Units") (or, in the event of the sale of a Unit by a recorded Land Contract, the Purchaser(s) under such Land Contract).

Section 3.1. Multiple Owners and Multiple Units. In the event record-title ownership of any Unit is held by more than one person or entity, all such joint or multiple owners shall, for all purposes under these Bylaws, together be deemed a single member and entitled (if otherwise eligible) to cast only one (1) vote as a member of the Association. It is the intent of these Bylaws that there be only one member and only one membership vote for each Unit described herein. In the event one person holds title to two or more Units, he or she shall be considered a separate owner for each Unit and entitled to cast one (1) vote for each Unit owned.

Section 3.2. Successor Owner(s). In the event the record-title ownership and/or record-title Land Contract purchaser's interest in any Unit is conveyed or transferred to a third party, then such member shall be automatically terminated from membership in the Association, and the third party transferee shall automatically become a member in the Association. Upon such termination of membership, the transferor member shall continue to be liable and responsible for any and all obligations and/or

payments due the Association as of the time of transfer, and the third party transferee shall also automatically become liable and responsible for any such obligations and/or payments not fulfilled or made by the transferor member.

ARTICLE IV

VOTING RIGHTS OF MEMBERS

Section 4.0. Voting By Members. Each Member shall have one (1) vote for each Unit owned by the Member.

Section 4.1. Dispute Between Multiple Owners. As stated in Section 3.1 above, multiple owners of any Unit shall only be entitled to jointly cast a single membership vote in any vote taken of the members of the Association. The single vote of such multiple owners may be cast as they unanimously agree among themselves. In the event there is no such unanimous agreement among such multiple owners, and in the further event clear and adequate notice of such disagreement is given to the Association prior to the time or deadline for the casting of votes by all members, then the vote of such member (i.e., the single vote of the multiple owners who fail to unanimously agree) shall be disqualified and such vote shall not be taken into consideration when calculating any quorum or required number of votes. If such notice of disagreement among the multiple owners is not timely or properly given as provided above, then the vote cast on behalf of the said single membership shall be valid and counted.

Section 4.2. Proxies. In any vote taken of the members of the Association, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association either prior to or at the time of the vote in question.

Section 4.3. Eligibility to Vote. A member shall be entitled and eligible to vote on any matter in which a vote of the membership is being taken only if such member has, at the time of the taking of such vote, fully paid all charges, costs, assessments or any other financial obligations, of any nature whatsoever, imposed upon and due from such member by these Bylaws and/or by the Declaration. Additionally, no member shall be entitled to vote in any vote of the membership on any matter which pertains to that particular member's failure to comply, in any manner, with these Bylaws and/or the Declaration.

ARTICLE V

MEETINGS OF MEMBERS

Section 5.0. Annual Meetings. An annual meeting of the members shall be held on January 15th of each year unless all business which would otherwise come before such annual meeting is handled by written ballot pursuant to Section 5.7.

Section 5.1. Special Meetings. Special meetings of the members shall be held when called by the President, the Board of Directors and/or upon written request of at least one-fourth (1/4) of the members.

Section 5.2. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of the Association or by any person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member of the Association for the purpose of notice.

Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5.3. Quorum. Members holding one-fourth (1/4) of the votes entitled and eligible to be cast, whether in person or by proxy, shall constitute a quorum at a meeting of the members. If such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5.4. Majority Vote. Unless otherwise specified in these Bylaws, or the Articles of Incorporation, a majority of the votes entitled to be cast by the members present in person or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members.

Section 5.5. Waiver of Notice. A member may waive notice of any meeting of the members, before or after such meeting. The waiver must be in writing, contain the same information that would have been required in the notice (except that the time and place of the meeting need not be stated), be signed by the member and be delivered to the Association for inclusion in the corporate records. A member's attendance at a meeting, in person or by proxy, waives objection to lack of notice or defective notice, unless the member at the beginning of the meeting or promptly upon arrival, objects to holding the meeting or transacting business at the meeting.

Section 5.6. Location of Meetings. The meetings of the members of the Association shall be held in Racine County, Wisconsin, at such specific location(s) as may from time to time be designated in the written notice of each such meeting.

Section 5.7. Vote by Written Ballot. At the discretion of the Board of Directors, any vote that may be taken at an annual or special meeting of the members may be conducted by written ballot mailed to the members. This shall include, but not be limited to, the election of officers and directors of the Association. Votes may be taken by written ballot in lieu of the annual meeting, unless one-fourth (1/4) of the members object in writing to the ballot and request that the annual meeting actually be held. With regard to any such vote by written ballot:

- a) Written ballots setting forth each proposed action and providing an opportunity to vote for or against each proposed action shall be mailed to all members in the manner described in Section 5.2 of these Bylaws;
- b) An addressed return envelope, shall be included with the written ballot to facilitate the return mailing of the ballot;
- c) Approval of any action by written ballot under this Section 5.7 shall be valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast would be the same as the number of votes cast by ballot.
- d) The written ballot shall clearly indicate:
 - 1. The number of responses needed to meet the quorum requirements.
 - 2. The percentage of approvals necessary to approve each matter other than election of Officers/Directors.

3. The time by which a ballot must be received by the corporation in order to be counted.
 4. Whether the written ballot is in lieu of the annual meeting and, if so, that an annual meeting will actually be held if requested by one-fourth (1/4) of the members.
- e) The deadline for receipt by the Association of the completed written ballot shall be at least fifteen (15) days but not more than thirty (30) days after the date of the mailing of the ballot to all members; and
- f) The written ballots actually received by the Association as of the voting deadline shall be counted to determine the vote on the matter in question.

ARTICLE VI

POWERS AND DUTIES OF MEMBERS

Section 6.0. Annual Election of Officers/Directors. Officers of the Association shall be elected annually by the members, at their annual meeting, or by written ballot in lieu of the annual meeting. The candidate for each office receiving the highest number of votes shall be elected.

Section 6.1. Special Election of Officers/Directors. The members shall conduct a special election to elect new Officers/Directors at any time a special meeting is called for such purpose by at least one-fourth (1/4) of the members. In the event such a special election is so requested, a special meeting as described in Section 5.1 of these Bylaws shall be held, unless the election is to be conducted by written ballot pursuant to Section 5.7 above. The candidate for each office receiving the highest number of votes

shall be elected, and all Officers/Directors elected at such special election shall then immediately take office, in place of the Officer/Directors then occupying such office for the remainder of his or her term.

Section 6.2. Review of Budget. The members may review and modify the proposed budget of the Association prior to the Board of Directors issuance of any assessment.

Section 6.3. Votes on Other Matters. The members shall vote on amendments to these Bylaws and the Declaration and on such other matters as may from time to time be requested by the Board of Directors.

Section 6.4. Obligations of Members. All members shall fully and timely comply with all duties and obligations as may from time to time be imposed upon them by:

- a) The Articles of Incorporation of the Association;
- b) The Bylaws of the Association;
- c) The Declaration; and
- d) All resolutions, rules and regulations properly adopted by the Board of Directors and/or by the members of the Association.

ARTICLE VII

OFFICERS AND DIRECTORS

Section 7.0. Officers of the Association. The Association shall have the following officers:

- a) President
- b) Vice President
- c) Secretary-Treasurer.

Section 7.1. Directors of the Association. Each Officer described in Section 7.0 of these Bylaws shall be a Director of the Association, and all such Officers/Directors shall together constitute the Board of Directors of the Association.

Section 7.2. Term of Office. Each Officer/Director shall have a term of office of one (1) year, unless a special election is sooner held pursuant to Section 6.1 of these Bylaws. Notwithstanding the previous sentence, however, the Initial Officers/Directors of the Association, as designated by these Bylaws and/or the Articles of Incorporation of the Association, shall hold such offices for the term specified in Article VIII of these Bylaws.

Section 7.3. Vacancies. In the event of a vacancy of any office/directorship, such vacancy shall be filled by the Board of Directors. Any such Officer/Director so appointed to fill a vacancy shall hold such office for the balance of the term of such office.

Section 7.4. No Compensation. No Officer/Director shall receive compensation for any service the Officer/Director may render to the Association. An Officer/Director may be reimbursed by the Association, however, for any actual expenses incurred by the Officer/Director, provided that such reimbursement is approved by the Board of Directors.

Section 7.5. Only Members Eligible. Except for the Initial Officers/Directors, only members of the Association are eligible to be an Officer/Director of the Association.

Section 7.6. Dual Offices Prohibited. No member may, at any one time, hold more than one of the offices specified in Section 7.0 of these Bylaws, except that the same member shall hold the offices of Secretary-Treasurer.

ARTICLE VIII

INITIAL OFFICERS/DIRECTORS

Section 8.0. Designated Persons. As specified in the Articles of Incorporation, the Initial Directors of the Corporation are:

- a) John A. Holding 4638 Nicholson Road
Franksville, WI 53126
- b) Joseph Borzynski 10508 Kraut Road
Franksville, WI 53126
- c) Micheal Bannon DeMark, Kolbe & Brodek, S.C.
6216 Washington Avenue
P. O. Box 085009
Racine, WI 53408.

Section 8.1. Offices Held. The persons designated in above Section 8.0 shall be the Initial Officers/Directors of the Corporation as described in Sections 7.0 and 7.1 of these Bylaws. Such designated persons shall, in addition to constituting the Board of Directors of the Corporation, hold the following respective offices:

- a) President: John A. Holding
- b) Vice President: Micheal Bannon
- c) Secretary-Treasurer: Joseph Borzynski.

Section 8.2. Term. Notwithstanding any other terms or provisions of these Bylaws to the contrary, after three (3) Units have been sold to owners other than the Declarant, the owners of Units other than the Declarant shall have the sole right to elect the person to serve as Vice President of the Corporation and to fill the corresponding directorship. The above-described Initial President and Secretary-Treasurer shall continue to hold such offices and serve as directors of the Corporation until the earlier of: (1) the date which is ten (10) years from the date on which the Declaration was recorded; or (2)

such time as seventy-five (75%) percent of the Units (excluding any Units created by expansion) have been sold by the Declarant.

Section 8.3. Vacancies. Until the end of the term specified in Section 8.2 above, the Initial Officers/Directors shall have sole discretion in the filling of any vacancy that may occur in any offices specified in these Bylaws, except that after three (3) Units have been sold to owners other than the Declarant, the owners of Units other than the Declarant shall have the sole right to fill any vacancy in the office of Vice President of the Corporation and the corresponding directorship. In the event of an appointment to fill such a vacancy, the appointed person shall, for the purpose of these Bylaws, be deemed an Officer/Director of the Association as if originally designated as such.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 9.0. Management of the Affairs of the Association. The affairs of the Association shall be managed by the Board of Directors.

Section 9.1. Regular Meetings. The Board of Directors shall meet at such time, with such frequency and at such location as the Board of Directors may from time to time provide by resolution adopted by the Board. No prior notice shall be required for such regular meetings other than such resolution of the Board of Directors.

Section 9.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by at least two (2) directors. Such a special meeting of the Board of Directors shall be held at such time, place, and location as may be specified in either a written notice or an oral notice of such meeting which shall be given to all Directors.

Section 9.3. President to Preside. The President shall preside over all meetings of the Board of Directors and/or meetings of the members.

Section 9.4. Quorum and Votes Required. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 9.5. Powers of Board. The Board of Directors shall have full power and authority to:

- a) Manage all of the affairs of the Association;
- b) Exercise on behalf of the Association all of the power and authority of the Association;
- c) Adopt and implement such resolutions, rules and/or regulations, as the Board may from time to time deem appropriate, regarding the rights, duties and responsibilities given to the Association under the Declaration and/or its Articles of Incorporation and/or these Bylaws (which shall include, but not be limited to, the regulation, management, control, maintenance and care for that real estate conveyed to it which is located in the Oldfield Settlement Condominium);
- d) Adopt and implement the budget for the Association, subject to approval of the members pursuant to Section 6.2;
- e) Subject to the provisions of the Declaration, impose, assess and/or levy such fees, charges and/or assessments upon the members and/or their Units as the Board may from time to time deem reasonably necessary for (i)

the implementation of the Association's budget, and/or (ii) the enforcement of all obligations and duties imposed in these Bylaws upon the members. This shall include, but not in any manner be limited to, the full power and authority granted to the Association in the Declaration; and

f) Take any and all other action as may be allowed under the laws of the State of Wisconsin and these Bylaws.

Section 9.6. Action by Unanimous Written Consent. The Board of Directors may take any action without a meeting as provided by Section 181.0821 of the Wisconsin Statutes, by obtaining in writing the consent of all of the members of the Board of Directors to the action in question. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE X

POWERS AND DUTIES OF OFFICERS

Section 10.0. General Duties. The duties of the Officers of the Association shall be (i) such regular duties as usually pertain to each respective office, (ii) such other duties as may be prescribed for an Officer in these Bylaws, and (iii) such other duties as the Board of Directors may from time to time delegate to each Officer.

Section 10.1. Corporate Books and Records. The Secretary of the Association shall cause to be kept a complete record of all of the acts and affairs of the Association.

Section 10.2. Funds and Financial Records. The Treasurer of the Association shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of

Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures.

Section 10.3. Records Open to Inspection. Upon reasonable advance notice and during reasonable hours, the Officers of the Association shall allow any member of the Association to inspect any documents, books or records of the Association.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.0. Amendments to Bylaws. As required by Section 181.0206 of the Wisconsin Statutes, these initial Bylaws of the Association are adopted by the Board of Directors. Thereafter, these Bylaws may be amended in whole or in part by either:

- a) A three-quarter (3/4) majority vote of the members; and/or
- b) A unanimous vote of the Board of Directors. No bylaw adopted by the members, however, may be amended or repealed by the Board of Directors.

Notwithstanding the foregoing, any amendment(s) to the Bylaws of the Corporation shall require the majority consent of the Initial Officers/Directors of the Association until such time as the terms of such Initial Officers/Directors end in accordance with the provisions of Article XIII.

Section 11.1. Fiscal Year. The fiscal year of the Association shall end on the 31st day of December of each year.

ARTICLE XII

ASSESSMENTS AND LIENS

Section 12.0. Reservation of Rights. The Association shall have the right to assess the Units and charge the members as set forth in the Declaration. The terms and provisions contained in this Article XII are in addition to any and all other rights, entitlements, power and authority of the Association as set forth in the Declaration, and shall not in any manner be deemed to limit or restrict any such other rights, entitlements, power or authority.

Section 12.1. Assessments. The Association, by action of the Board of Directors, and subject to the Board of Director's duty to submit a budget to the Members for approval, shall have the right to assess the Units and charge the Unit Owners for all Common Expenses, including, but not limited to costs relating to:

- a) The administration, insurance, maintenance, upkeep and repair of Common Areas and for costs relating to the establishment of reserves for repair and replacement of the same.
 - b) For costs related to the perpetual restoration, management and monitoring of the Common Areas.
 - c) For costs incurred to construct, monitor and maintain the sanitary mains, mounds and pump systems located within the Common Areas.
- Notwithstanding the previous sentence, the Unit Owner of each Unit shall be individually responsible for the acquisition, installation and maintenance of the septic tank and sewer lateral serving the Unit Owner's Unit.

d) For any other costs incurred by the Association during the course of its functioning and operation including, but not limited to, costs and expenses incurred by the Association in the enforcement of the Declaration against Unit Owners, including attorneys' fees incurred by the Association in connection with such enforcement.

Each Unit and Unit Owner shall be charged with assessments in proportion to the Percentage Interest attributable to each Unit.

12.2. Collection of Assessments. The right to collect or enforce the collection of charges and/or assessments is hereby delegated exclusively to the Association. All charges and/or assessments which are not paid within thirty (30) days of when due, shall bear interest at the rate of eighteen (18%) percent per annum until paid in full. Additionally, the Association may: (i) impose and/or levy such other fees, charges and/or assessments , as the Association may from time to time elect, against the Unit Owners for the purpose of obtaining compliance with the duties and obligations imposed upon the Unit Owners by the Act, the Declaration, the Bylaws or the Rules and Regulations of the Association; and (ii) to the extent and in the manner allowed by law, and in addition to any other remedies that may be available under the law, impose liens on the Units of the Unit Owners for the purpose of obtaining payment of the same. The Association shall have the right to bring any and all actions and proceedings for the collection of any amounts due the Association and/or for any other remedy deemed appropriate by the Association. In addition to any of the foregoing, each delinquent Unit Owner shall be personally (jointly and severally) liable to the Association for any such delinquent amount due, and, without any limitation on availing itself of any other actions

or remedies allowed herein or by law, the Association may seek and obtain a personal money judgment against each such Unit Owner for such delinquent amount. Further, in addition to any other remedy, and in addition to any other damages and/or delinquent amounts the Association may be entitled to recover, the Association shall also be entitled to recover, whether by legal action and/or by further assessment against the delinquent Unit Owner and/or by a lien on the delinquent Unit Owner's Unit , all reasonable attorneys' fees incurred by the Association regarding such delinquency.

Section 12.3. Suspension of Privileges. In the event a member fails to fully pay to the Association all monies due the Association on or before the date upon which such monies are due, or in the event a member otherwise fails to fulfill any other obligation or duty imposed by these Bylaws, then all rights and privileges of the delinquent member with respect to the Association and his/her membership in the Association shall be automatically suspended and withdrawn unless and until such delinquency is fully paid and/or cured. Any such suspension of rights, however, shall not in any manner release the delinquent member from any financial obligations imposed under the terms of these Bylaws and/or the Declaration, whether such financial obligations presently exist or are imposed in the future.

Section 12.4. Assessments on Declarant Units. Notwithstanding the foregoing, the Association may not assess, collect or enforce the collection of charges and/or assessments against any Unit held by the Declarant until such time as a single-family dwelling is constructed on said Unit.

ARTICLE XIII

INDEMNIFICATION

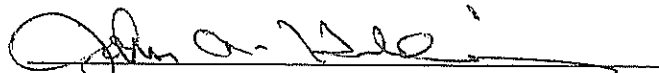
Section 13.0. Persons Indemnified. The Association shall, to the fullest extent allowed by the laws of the State of Wisconsin, indemnify and/or reimburse all costs and expenses incurred by the following persons while performing their duties and/or responsibilities on behalf of the Association and/or while, in any other manner, acting on behalf of the Association:

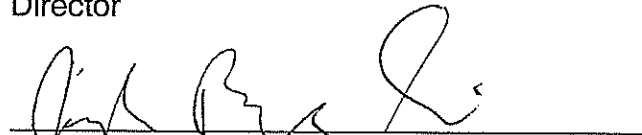
- a) The Officers/Directors of the Association (including the Initial Officers/Directors specified in Article VIII of these Bylaws);
- b) The members of any other committee that may from time to time be created by the Officers/Directors;
- c) Any other person or party acting on behalf of the Association with the authorization of the Officers/Directors of the Association.

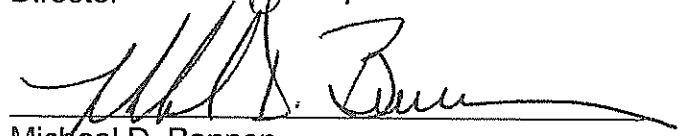
Section 13.1. Broad Scope of Indemnification. The Association shall indemnify the persons specified in above Section 13.0, to the fullest extent allowed by the laws of the State of Wisconsin, for any and all costs and expenses, of any nature whatsoever, incurred as a result, whether directly or indirectly, of such persons performing their duties and/or responsibilities pursuant to the Declaration and/or on behalf of the Association and/or while, in any other manner, acting on behalf of the Association. This shall expressly include, but not be limited to, any damages, judgments or any other type of liability, and/or any reasonable attorneys' fees incurred. It is the express intent of this Article XIII that the indemnification provided herein shall be as full and complete as permissible under the law, and limited only by any specific limitations that may be

expressly contained in the applicable laws of the State of Wisconsin. Additionally, it is the express intent of this Article XIII to expand, to the fullest degree permissible under the laws of the State of Wisconsin, the nature, type and extent of indemnification provided for and allowed under Chapter 181 of the Wisconsin Statutes and/or any other laws of the State of Wisconsin.

IN WITNESS WHEREOF, we, being all of the Initial Directors of the Oldfield Settlement Condominium Association, Inc., as named in the Articles of Incorporation, have hereunto set our hands this 6th day of November, 2000.


John A. Holding,
Director


Joseph Borzynski,
Director


Micheal D. Bannon,
Director

ARTICLES OF INCORPORATION
OF
OLDFIELD SETTLEMENT CONDOMINIUM
ASSOCIATION, INC.

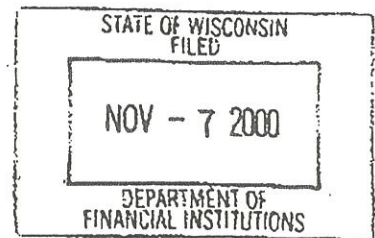
**ARTICLES OF INCORPORATION
OF
OLDFIELD SETTLEMENT CONDOMINIUM
ASSOCIATION, INC.**

TABLE OF CONTENTS

	<u>Page</u>
Article I	1
Article II	1
Article III	1
Article IV	2
Article V	2
Article VI	2
Article VII	2
Article VIII	2
Article IX	2
Article X	3
Article XI	3

RECEIVED

NOV - 6 2000

WISCONSIN
DFI**ARTICLES OF INCORPORATION
OF****OLDFIELD SETTLEMENT CONDOMINIUM ASSOCIATION, INC.**

The undersigned, for purposes of forming a Wisconsin non-stock corporation pursuant to the provisions of Chapter 181 of the Wisconsin Statutes, as amended, hereby executes, acknowledges and adopts the following Articles of Incorporation.

ARTICLE I

The name of the corporation shall be Oldfield Settlement Condominium Association, Inc.

ARTICLE II

The period of existence shall be perpetual.

ARTICLE III

The corporation is organized and shall be operated exclusively for those purposes which are permitted exempt purposes for an organization which is an exempt organization under IRC §501(c)(4) as may from time to time be amended. To the extent consistent with the above general purposes, the specific purposes of this corporation shall be exclusively for the social welfare and the common good of the people of the community primarily to bring about civic betterment and social improvement and to maintain those properties which it owns for the benefit of the public welfare.

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, officers or other private persons, except for reasonable compensation for services rendered. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to

WI - DFI CORP
FILE ID# →

0019609

influence legislation. The corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE IV

The initial registered office and the initial principal office of the corporation are located at 4638 Nicholson Road, Franksville, Wisconsin, 53126.

ARTICLE V

The name of the initial registered agent is John A. Holding.

ARTICLE VI

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

ARTICLE VII

The number of directors shall be three (3).

ARTICLE VIII

The names and addresses of the initial board of directors are:

John A. Holding	5230 Nicholson Road Franksville, WI 53126
Joseph Borzynski	10508 Kraut Road Franksville, WI 53126
Micheal Bannon	6216 Washington Avenue Racine, WI 53406

ARTICLE IX

The corporation will have members. Membership provisions will be set forth in the Bylaws.

ARTICLE X

The corporation may not discriminate against any person on the basis of race, color, religion or any other basis prohibited by Title VII of the Civil Rights Act of 1964, as amended. The corporation may not endorse any public candidate or expend monies on their behalf or expend monies to influence legislation.

ARTICLE XI

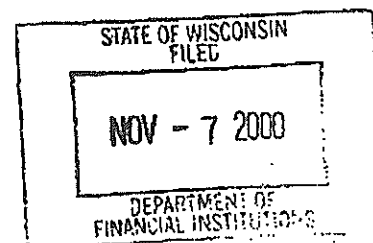
The name and address of the incorporator are:

Attorney Micheal D. Bannon
DeMARK, KOLBE & BRODEK, S.C.
6216 Washington Avenue
Racine, WI 53406.

Executed in duplicate this 6th day of November, 2000.



Micheal D. Bannon,
Incorporator



This document was drafted by Attorney Micheal D. Bannon.