

shall provide liability coverage for all common and limited common elements set forth herein in the exhibits hereto.

Section 10.5 Additional Insurance: Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors. Each unit owner is responsible for obtaining such liability insurance as is necessary to insure his interest and liability for damages arising from the use and occupancy of his premises as may be made by third parties and is further responsible for obtaining such property insurance as may be necessary to insure his interest in personal or other property within the project.

ARTICLE XI

DECLARANT'S RIGHT TO EXPAND CONDOMINIUM

Section 11.1 "Reservation of Right": Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described herein and on Exhibit A attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Sheboygan County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

Section 11.2 "Number, Location, and Style of Units": The maximum number of Units in the Condominium as expanded shall be thirty-eight (38). Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the

location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The Declarant has designated in this Declaration, three (3) different floor plans containing different square footage for each floor plan. These floor plans shall be interchangeable with the buildings and units as now designated on the plat of the Condominium. Modifications to these basic floor plans consistent with this paragraph and the Declaration shall be at the discretion of the Declarant. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements. All Units constructed within the expansion area shall be for residential use.

Section 11.3. "Effect on Percentage Interest in Common Elements": Upon any expansion as described in this Article VI, the Percentage Interest appurtenant to each Unit and calculated under Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

Section 11.4. "Effective Date of Expansion": The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Sheboygan County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes that each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

Section 11.5. "Effect of Expansion": Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the Percentage Interests, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the

interest of any Mortgagee shall attach, by operation of law, to the new Percentage Interests appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through, and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE XII.

GENERAL PROVISIONS

Section 12.1 Covenants and Enforcement: All of the requirements imposed upon the owners of the Condominium property by this Declaration shall be deemed to constitute covenants, conditions, restrictions or easements which shall run with and bind the property submitted to condominium ownership until removed from the provisions of the Condominium Ownership Act of Wisconsin, and shall be binding upon and inure to the benefit of such property and all present and future parties having any legal or equitable right, title or interest therein, their respective heirs, personal representatives, assignees and successors. The Association and/or any owner shall have the right to enforce all such covenants, conditions, restrictions or easements now or thereafter imposed by this Declaration and the By-Laws and the rules and regulations of the Association by any proceeding at law or in equity. Failure to proceed with such enforcement shall not be deemed or constitute a waiver of the right to therefore enforce the original or any subsequent violation.

Section 12.2 Additional Rights of Mortgage Holders: The holder of any mortgage of any unit or units which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated herein, shall have the right to receive written notice by mail of the call of any meeting of the membership of the Board of Directors of the Association to be held for the purposes considering any proposed amendment to this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association. Further, the Board of Directors of the Association shall give, if also requested as provided herein, a notice of any default of any unit owner as to any of the provisions of this Declaration, the Articles and the By-Laws thereunder, simultaneously with giving the

required notice to any unit owner for such violation. Further, if requested, the Board of Directors shall give notice in writing to any mortgage holder of any damage in excess of One Thousand (\$1,000.00) Dollars to the Condominium property in the event of a casualty loss.

Section 12.3 Amendment of Declaration: This Declaration may be amended upon the affirmative vote of seventy-five percent (75%) of the unit owners at a meeting duly called for that purpose. Further, Section 12.2 relating to the rights of mortgage holders shall be complied with.

Section 12.4 Termination of Condominium Plan: This Condominium plan may be terminated only upon compliance with and in accordance to the provisions of Section 703.28 of the Wisconsin Condominium Ownership Act.

Section 12.5 Other Assessments: Should any local government unit levy an assessment for public improvements against any part of the Condominium property, such assessments shall be paid by the Association as a common expense, and the share thereof allocated to each unit as provided in this Declaration shall become and be added to the assessments against each unit.

Section 12.6 Service of Process: The person to receive service of process upon the Association shall be Gregory C. Gottsacker, whose business address is 819 New York Avenue, Sheboygan, Wisconsin 53081. The members of the Association may from time to time designate a successor to receive service of process, which shall be in effect by compliance with statutory provisions of the State of Wisconsin therefor.

Section 12.7 Severability: In the event any one or more of the covenants, conditions, restrictions or easements contained in this Declaration is declared invalid, such invalid provision shall in no way affect any other provision of this Declaration which shall remain in full force and effect.

Section 12.8 Master Association: The Association of unit owners established by this Declaration and its associated documents shall have the right, by action of the members of the Association, acting pursuant to the By-laws, to delegate one or more of its powers (to the extent permitted by law) to a Master Association created under Sec. 703.155 of the Wisconsin Statutes.

Dated at Sheboygan, Wisconsin this 20th day of May, 2013.

WESTMARK DEVELOPMENT, LLC

By: /s/ Gregory C. Gottsacker
Gregory C. Gottsacker,
Member and Manager

STATE OF WISCONSIN)
 : ss.
SHEBOYGAN COUNTY)

Personally came before me this 20th day of May, 2013, the above named Gregory C. Gottsacker, to me known to be the person who executed the foregoing instrument and acknowledged the same.

/s/ John N. Gunderson
John N. Gunderson
Notary Public, Sheboygan County, State of Wisconsin
My Commission Is Permanent.

CONSENT OF MORTGAGEE

Community Bank & Trust, a banking corporation hereby consents to the foregoing Declaration of Condominium as the first mortgage holder of the real estate described herein.

Dated at Sheboygan, Wisconsin this 17th day of May, 2013.

Community Bank & Trust

By: /s/ Thomas Brickley
Thomas Brickley, Officer
Vice President, Title

By: /s/ Joel S. Sandee
Joel S. Sandee, Officer
Executive Vice President, Title

STATE OF WISCONSIN)
 : ss.
SHEBOYGAN COUNTY)

Personally came before me this 17 day of May, 2013, Vice President,
L. Thomas Brickley, and Joel S. Sandee, Executive Vice President,
of the above named Corporation, to me known to be the persons who executed the foregoing
instrument, and to me known to be such Vice President and Executive Vice
President of said corporation, and acknowledged that they executed the foregoing
instrument for said Corporation by its authority.

/s/ Ann M. Wislinsky
Notary Public, Sheboygan County, WI
My Commission: 6-8-2014

This Declaration Drafted by:
Olsen, Kloet, Gunderson & Conway
By: Attorney John N. Gunderson

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EXHIBIT A

BY-LAWS
OF
SPRINGTIME RIDGE CONDOMINIUM
HOMEOWNERS ASSOCIATION

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BY-LAWS
OF
SPRINGTIME RIDGE CONDOMINIUM
HOMEOWNERS ASSOCIATION

A Non-profit unincorporated Association

Without Capital Stock and Not For Profit

ARTICLE I.

Section 1. Ownership. The Springtime Ridge Condominium is located in the Town of Sheboygan, Sheboygan County, Wisconsin, is submitted to the provisions of Chapter 703, Wisconsin Statutes, of the Condominium Ownership Act of Wisconsin.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Springtime Ridge Condominium.

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner are subject to the regulations set forth in these By-Laws and to the Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for the Project known as Springtime Ridge Condominium hereinafter referred to as the "Declaration", as recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

ARTICLE II.

Section 1. Voting. Voting shall be on a percentage basis on the percentage of the vote to which the owner is entitled is the percentage assigned to the unit in the Declaration.

Section 2. Majority of Owners. As used in these By-Laws, or any rules adapted thereunder, the term "majority of owners" shall mean those owners holding fifty-one percent (51%) of the vote in accordance with the percentages in the Declaration.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in the preceding paragraph of this Article, shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy as set forth in the Declaration.

ARTICLE III.

Section 1. Association Responsibilities. The owners of the units will constitute the Springtime Ridge Condominium Owners Association, hereinafter referred to as the "Association" which Association will have the responsibility of administering Springtime Ridge Condominium, approving the annual budget, establishing and collecting monthly assessments, and arranging for the maintenance of Springtime Ridge Condominium. Except as otherwise provided in the Declaration and in these

By-Laws, decisions and resolutions of the Association shall require approval by a majority as set forth hereinabove in Article II and in the Declaration.

Section 2. Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on the date of execution of these By-Laws. Thereafter, annual meetings shall be held on the first Monday of May of each succeeding year. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President or any member of the Board of Directors to call a special meeting of the owners or such a special meeting may be called upon a petition signed by a majority of the owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each owner of record, at least ten (10) but not more than twenty (20) days prior to such meeting. Meetings may be held with less notice than specified herein upon the waiver of notice by all members of the Association.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all the Association meetings shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notices.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committee(s).
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The Associations' affairs shall be governed by a Board of Directors of three (3) persons, all of whom must be owners of a unit in Springtime Ridge Condominium, except that the initial Board of Directors shall be comprised of three (3) persons designated by the Declarant's Agent, Gregory C. Gottsacker.