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Document Number

DECLARATION OF CONDOMINIUM OF HIDDEN CREEK CONDOMINIUM

Document Title

This Declaration of Condominium of Hidden Creek Condominium (this "Declaration") is made and entered into by Hidden Creek Venture, Inc. ("Declarant"), pursuant to the Wisconsin Condominium Ownership Act.

Recitals

Declarant owns the real property described and depicted on the attached Exhibit A, upon which Declarant intends to construct certain improvements. By this Declaration, Declarant intends to submit such property and the improvements to the condominium form of ownership and to establish certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property.

Recording Area

Name and Return Address:
Hal Karas, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Suite 3300
Milwaukee, Wisconsin 53202

PIN:

This Declaration contemplates that certain land may be added to the Condominium, but Declarant shall be under no obligation and makes no representation that any part or all of such rights reserved herein shall be exercised.

Declaration

Now therefore, Declarant by this Declaration (1) submits such real property and such improvements, to the condominium form of use and ownership as provided in the Act; (2) establishes and imposes the provisions, restrictions, conditions, easements and uses herein upon such property; and (3) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, and all subsequent owners and occupants of all or any part of such property and such portions of the Expansion Real Estate as are added to the Condominium.

ARTICLE 1. DEFINITIONS

The following terms shall have the following definitions:

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

1.2 Association. The "Association" shall mean Hidden Creek Condominium Association, Inc., established under Article 4 hereof.

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

1.4 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected in accordance with the Bylaws.

1.5 Building. A "Building" shall be any free standing structure located on the Property and within a Unit. The boundaries of each Building shall consist of the interior planes of the perimeter walls, roof and lowest floors of the Building, including the unfinished attic spaces. The four basic floor plans of Buildings, known as Trillium, Larkspur, Primrose and Laurel, are depicted in the floor plans attached as an Exhibit. Each Building also includes the garage, all windows and doors, and all mechanical and utility installations which exclusively service the Building.

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

1.7 Common Elements. The "Common Elements" shall consist of all of the Condominium except for the Units, and are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners and are referred to as the "General Common Elements." Other Common Elements are limited to the use of an individual Unit to which they are appurtenant and are referred to as "Limited Common Elements".

1.8 Common Expenses. The "Common Expenses" are any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and portions of the Unit outside of the Building for which the Association has responsibility under Section 6.2 and administration of the Association, including expenses for landscaping, lawn care, snow removal, improvements to the Common Elements and portions of the Unit outside of the Building for which the Association has responsibility under Section 6.2, security lighting, municipal utility services for the Common Elements, maintenance and management wages, and fees of outside consultants.

1.9 Condominium. The "Condominium" shall be known as Hidden Creek Condominium and shall mean the Property together with the Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property and as the Condominium may be expanded from time to time pursuant to Article 10.

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

1.11 Declarant. The "Declarant" shall mean Hidden Creek Venture, Inc. and the successors and assigns of Declarant pursuant to assignment in accordance with Section 18.6 of this Declaration.

1.12 Declaration. "Declaration" shall mean this Declaration of Condominium of Hidden Creek Condominium as the same may be amended from time to time.

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

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

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

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

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

1.18 Occupant. "Occupant" shall mean the Owner or any person residing in a Unit.

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

1.20 Phase. "Phase" shall mean any group of Units subjected to this Declaration at the same time. The first Phase consists of those Units described herein and each subsequent Phase will be identified in expansion amendments pursuant to Article 10 hereof.

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

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

1.23 Register's Office. the "Registers Office" is the Office of the Register of Deeds for Racine County, Wisconsin.

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

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

ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

2.1 Units.

(a) At the time of this Declaration, each Unit shall consist of an area of land, which is described and shown on Exhibit A. At the time of and by virtue of the recordation of this Declaration, the Condominium shall initially include 37 Units, with identification and addresses as set forth in Exhibit A.

(b) Declarant intends that, within the boundaries of each Unit, a Building will thereafter be constructed containing a living area intended for separate occupancy. Where two Units share a common boundary, it is intended that a Building will be constructed in each Unit but sharing a common wall along or near the common boundary. Notwithstanding the location of Units shown on the Plat, no Buildings shall be constructed within the Units so that they are closer than 15 feet at their closest points (excluding roof overhangs of up to one foot), except for those Buildings sharing a common wall as described above.

(c) The Plat includes the floor plans for each of the four (4) types of Buildings. Declarant reserves the following rights regarding the Building types: (1) to attach any two (2) types of Buildings to each other where any two (2) Units abut each other; (2) to construct a Building with altered interior configurations; and (3) to construct any Building as a mirror image of the image shown on the Plat. Prior to commencement of construction of a Building within a Unit, Declarant shall record an amendment to this Declaration which describes which type of Building will be constructed within that Unit, which Building floor plans shall be deemed annexed as an Exhibit to this Declaration. Without a further amendment hereto as provided in Article 11, the only Building permitted within that Unit shall be the one designated by Declarant, constructed substantially in accordance with the floor plans for that Building which are part of the Plat. Any portion of the Unit outside of the Building shall be subject to an easement to the Association under Section 16.3.

2.2 Common Elements. Each Unit also has appurtenant Common Elements, which consist of both General and Limited Common Elements. The Limited Common Elements of each Unit are the sidewalk and driveways leading from the internal drives of the Condominium to the Unit, a planting area near each Unit as hereafter designated by a Rule adopted by the Association, and any decks or patios which are appurtenant to a Unit as permitted by a Rule adopted by the Association. The Limited Common Elements are reserved for the exclusive use of the Unit to which they are appurtenant. The General Common Elements shall consist of all of the Condominium except the Units and the Limited Common Elements. Supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit shall be part of the Unit; and all other such lines, pipes, wires or conduits outside of a Unit shall be General Common Elements to the extent not owned and/or maintained by any public utility, governmental unit or cable television company.

ARTICLE 3. INTEREST AND COMMON ELEMENTS

3.1 Unit Interest. Each Unit shall have an Interest equal to one (1) divided by the number of Units in the Condominium. Initially, each Interest is 1/37. The respective Interests may be changed as a result of expansion as set forth in Article 10 and will not exceed 1/91 of the Condominium if fully expanded.

ARTICLE 4. ASSOCIATION OF UNIT OWNERS

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

4.2 Membership and Voting. Each Owner shall be a member of the Association and membership shall commence and terminate with ownership. Each Unit shall be vested with a vote in proportion to its Interest, to be cast as set forth in the Bylaws.

4.3 Control of Association. The Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit is conveyed by the Declarant to any person other than Declarant, until the earliest of: (1) ten (10) years from such date; or (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the Interests to purchasers; or (3) Declarant's election to waive its right of control. Prior to the conveyance of twenty-five percent (25%) of the Interests to purchasers, the Association shall hold a meeting, and the Owners other than the Declarant shall elect at least twenty-five (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Interests to purchasers, the Association shall hold a meeting, and the Owners other than the Declarant shall elect at least one-third (33 1/3%) of the Directors. For purposes of calculating the percentages set forth in this Section, the percentage of Interests conveyed to purchasers shall be calculated with reference to the maximum number of Units that may be included in the Condominium as if complete expansion takes place.

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

4.5 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (1) freedom and safety of access and convenience to other Units;

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

ARTICLE 5. ASSESSMENTS

5.1 Budget and Assessments. The Association shall annually adopt a budget of Common Expenses and levy general and special assessments therefor against the Units, except as set forth herein. The budget shall include the funding of an adequate replacement reserve out of general assessments. The Association may also levy a special assessment on all Owners for any purpose for which a general assessment may be levied, including capital improvements, and a special assessment or fine on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance of such Owner with any provision of the Condominium Documents.

5.2 Installments; Late Payments. General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

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

5.4 First Installment. The first installment of general assessments for each Unit in a Phase shall be due and payable commencing not later than 60 days after the date of recordation of the first instrument of conveyance of a Unit in that Phase, except that if at such time an occupancy certificate for such Unit has not been issued by the municipality in which the Condominium is located, then the first installment shall be due and payable commencing with the month following the month in which the occupancy permit is issued. Installments for partial months shall be prorated.

5.5 Payment of Assessments by Declarant. Until the first installment is due with respect to Units in a Phase, Declarant shall be assessed only 25% of the assessments with respect to Units in such Phase owned by Declarant and not occupied other than for sales office purposes. During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills or provide services which would otherwise represent Association obligations to which regular assessments would be applied. Declarant shall be entitled to offset expenses incurred by Declarant in performing or paying for such Association obligations against assessments due on Declarant owned Units.

5.6 Initial Working Capital Fund. Each purchaser of a Unit from Declarant shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the regular assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account. Declarant shall advance a like amount for each Unit in a Phase which remains unsold sixty (60) days from the conveyance of the first Unit in such Phase. Upon conveyance of a Unit where Declarant has made such an advance, the advance shall be reimbursed to Declarant by the Unit purchaser at the time of conveyance of the Unit. The working capital fund may not be used by Declarant to defray Declarant expenses, reserve contributions or construction costs nor may Declarant apply any of the working capital fund against Association budget deficits during the period of Declarant control. Upon the expiration of Declarant control, this fund, to the extent the Board so designates, may be held to meet unforeseen expenditures or to supplement the replacement reserve fund.

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

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

ARTICLE 6. MAINTENANCE AND ALTERATIONS

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

Unit. In connection with Limited Common Elements, if there is a Rule adopted concerning the level of maintenance required or the manner of maintenance (e.g., the periodic staining of decks with stain of a specified range of colors), then the Owner's maintenance will meet such standards; if the Board determines, after notice and hearing, that such standards are not being met, or that the failure to otherwise maintain has created a condition which materially and adversely affects the value of the Unit, then the Association may, in addition to any other remedy or right available in such instance, cause such maintenance to be performed to such standard and levy a special assessment for the costs thereof.

6.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as expressly provided at Sections 6.1, and the portions of the Buildings not required to be maintained by the Owners under Section 6.1.

6.3 Special Notice Regarding Drives. The drives in the Condominium are a part of the General Common Elements and, accordingly, must be maintained (including snow removal), repaired and replaced from time to time by the Association at the Association's expense. The costs of such matters will be included within the Association budget and paid for by Owners through assessments, and may be the subject of special assessments as determined by the Board. The Town of Mt. Pleasant has not responsibility for the maintenance, repair or replacement of the drives. The drives have not been constructed to meet with the width standards for public streets in the Town of Mt. Pleasant in effect on the date hereof, and no offer of dedication of such drives has been made to the Town of Mt. Pleasant, and so there is no assurance that the Town of Mt. Pleasant would accept such drives as public streets if in the future a proper offer or request is so made.

6.4 Special Notice Regarding Garbage. On the date hereof, the Condominium is not serviced by municipal garbage or waste removal services on the private drives within the Condominium. Unless the conditions set forth below occur, the Association shall enter into contracts for garbage, waste or refuse collection from Units in the discretion of the Board, and the costs thereof will be included within the Association budget and paid for by Owners through assessments, and may be the subject of special assessments as determined by the Board. The Board may accept a contract which places reasonable limits on the hours, frequency or types of collection, and requests for services in excess of those may be provided at the cost of the Owner requesting such services or as to whom such services are required by the Board (e.g., without limitation, removal of hazardous wastes generated within a Unit by the Occupant thereof). Unless the conditions set forth below occur, the Town of Mt. Pleasant has no responsibility for the collection or removal of any such garbage, waste or refuse. The Association, acting through the Board, has the right to require that garbage from Units be deposited in a central collection facility located on the Condominium, in which case, if there is compliance with any requirements of any municipal garbage or waste removal services, such services may be provided.

ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY

7.1 Residential Purposes Only. Each Unit shall be occupied and used only for residential purposes and for no other purpose. No trade or business shall be carried on anywhere

on the Condominium, except for (1) the incidental use of a Unit for personal business conducted by mail and telecommunications which does not burden the use of the Common Elements by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale or lease of Units, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Units or by the Association for conducting its affairs.

7.2 Leases of Units. An Owner may lease the Owner's Unit for terms of not less than six (6) months. Each lease shall provide that a breach of the Condominium Documents shall be deemed a default under the lease. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by an Occupant. The Association will only need to deal with the Owner and shall not be obligated to address any breach with the offending Occupant.

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

7.4 Pets. No reptiles or uncaged birds shall be permitted within the Condominium. Unit owners may keep no more than two (2) pets per Unit; provided, however, that:

(a) the pet is under twenty four inches ("24") in height when measured from the base of its fore-paw to the top of the corresponding shoulder provided that a pet which complies with this requirement but subsequently grows to be non-complying shall be deemed at that time to not be in compliance, and provided further that the Board may in its sole and absolute discretion permit the keeping of a pet of up to twenty seven inches ("27") in height measured as above if the Board believes that such pet will not pose a threat to the safety and community of the Condominium and the Owners;

(b) the pet is not permitted on any of the Common Elements or areas of Units outside of Buildings while unattended or unleased;

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

(d) the owner of the pet shall comply with such further rules of pet ownership as may be promulgated by the Board;

(e) the pet is licensed by the Town of Mt. Pleasant, if required under applicable ordinances;

(f) the pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board, the pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or any Owner or Occupant, or otherwise violates the terms of this Section or Rules promulgated under this Section.

Any and all costs of repairing damage caused by a pet shall be borne by its owner. Any Owner failing to comply with this Section or any part thereof shall, absent unusual circumstances under

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

7.5 No Obstructions. No person shall cause or permit the General Common Elements to be used as to deny any Owner or Occupant the full use of the General Common Elements or areas of Units outside of Buildings.

7.6 Parking and Exterior Storage. No outdoor parking of vehicles shall be permitted anywhere in the Condominium except in driveways, except for parking as necessary in connection with the construction or reconstruction of a Unit. No person shall occupy, park or otherwise use a vehicle so as to block access. Exterior storage of trailers, campers, camping trucks, boats or other marine craft, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles, land vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on the Condominium. No vehicle maintenance or lubrication shall be permitted anywhere in the Condominium, except washing of cars in driveways or maintenance performed within a garage. Notwithstanding the foregoing, the Association may designate and pave a portion of the Common Elements for parking by all residences/guests regulated by rules established by the Association. No playground equipment, bicycle racks or other obstructions may be placed on the Common Elements except as the Board permits by Rule. Decks and patios shall not be used for storage. All grills must be covered.

7.7 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association.

7.8 Antennas. No antenna, aerial or cable for television or radio reception shall be erected or installed on or in any roof or any other portion of the Condominium, except as erected or installed by Declarant, or by the Association, or by any individual Owner with written approval of the Board.

7.9 Temporary Structures. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of the Condominium without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns or the Association.

7.10 Quiet Enjoyment. Each Owner shall have the right to use its Unit in accordance with this Declaration and applicable law, free from unreasonable interference from each other Owner, all Occupants and other invitees.

7.11 Noxious Activity. No use or practice shall be allowed on the Condominium which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Condominium Documents. By way of example and not limitation, offensive

activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

7.12 Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or Rules relating to the storage, transport and release to, from, on or in such Unit of any substance or compound governed by any one or more of Wis. Stats. Chap. 144; CERCLA; TOCSA; RCRA; amendments to any of the foregoing; and similar laws now or hereafter in effect relating to the storage, transport or release of substances and compounds.

7.13 Signs. No Owner may erect, post or display posters, signs or advertising material on the Common Elements or areas of Units outside of Buildings without the prior written consent of the Association, except that an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale or lease. If consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. Notwithstanding anything in the foregoing to the contrary, Declarant shall have the right to place posters, signs or advertising material on the Common Elements and at locations within Units which may be visible from the Common Elements without obtaining consent provided that the same are of a size as is usual and customary with developer sales of units and maintenance of units in the area in which the Condominium is located.

7.14 Alteration to General Common Elements. No Owner shall physically alter the General Common Elements without the prior written consent of the Association.

ARTICLE 8. RECONSTRUCTION AND CONDEMNATION

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

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

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

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

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

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

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

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

(c) Where an entire Unit is taken, the Interests and votes on Association matters appertaining to the remaining Units shall be adjusted post-condemnation in the same manner as following an expansion of the Condominium. A partial taking of a Unit shall not include the Interest or vote appurtenant to the Unit. If Interests or votes are affected, the Association shall record an amendment which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the Units and the General Common Elements, the Association shall promptly undertake to restore the improvements of the General Common Elements to an architectural whole. Costs of restoration in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Owner having 75% or more of the Interests. Upon partition, the net

proceeds of sale of the Condominium, together with any net pr
shall be considered as one fund and divided among all Owners
If the 75% approving vote is not obtained within thirty (30) da
reconstruction shall take place with costs of restoration of Unit
Elements in excess of condemnation proceeds assessed against
Interests.

= Blanket coverage
= coverage before upgrades → association
→ improvements + betterments on condo policy.

ARTICLE 9. INSURANC

9.1 Association Insurance. The Association
commercial general public liability insurance for occurrences on the Common Elements, all-risk casualty insurance coverage on the General Common Elements, including Building exteriors within a Unit and such other policies or coverage as the Board deems necessary or advisable.

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

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

9.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of Unit shall be allocated solely to its Owner.

9.5 Waiver of Subrogation. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (1) result in termination of any such policies, (2) adversely affect the right of

recovery thereunder, (3) result in reputable insurance companies refusing to provide such insurance, or (4) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, provided that, in the case of such increase, the Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (w) by the size, design or composition of the Unit, (x) by reason of anything done or kept in a Unit, or (y) the failure of any Owner or Occupant to comply with Association Insurance requirements or (z) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit.

9.7 Exclusions From Coverage. Association Insurance coverage may exclude (1) coverage on the Unit itself and any personal property located within or pertaining to the exclusive use of a Unit; and (2) liability coverage on an Owner, its guests, invitees, employees or any other Occupants of such Unit, arising out of any occurrences within a Unit or relating to an Owner's personal property. It is the sole responsibility of each Owner to obtain such insurance coverages which are not included in the coverage of the Association Insurance.

ARTICLE 10. EXPANSION OF CONDOMINIUM

10.1 Right to Expand. Declarant reserves the right to expand the Condominium, without the consent or approval of any Unit Owner, at any time and from time to time on or prior to the expiration of 10 years from the date of recording this Declaration, by subjecting all or any portion of the Expansion Real Estate to this Declaration. Expansion may be effected in any number of phases. Declarant is under no obligation to and makes no representation that it will in fact exercise its rights to expand the Condominium or construct Units thereon; parts or all of the Expansion Real Estate may be developed for uses other than as part of the Condominium.

10.2 Number, Location and Style of Units. The maximum number of Units in the Condominium as expanded shall be 91. The Units shall be positioned as shown on Exhibit C, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall be of comparable size and design as shown on Exhibit B, but Declarant reserves the right in its discretion to change the size or design to enhance marketability. The additional improvements shall be compatible with and of the same or similar quality of construction and materials as the then existing improvements.

10.3 Effect of Expansion. Upon each such expansion in which Units are added to the Condominium, the following adjustments shall be made:

(a) The Interests shall be recalculated as provided in Section 3.1. At the most diluted, each Owner's Interest shall be not less than 1/91.

(b) The common surpluses and expenses of the Condominium shall be shared among the Owners of all Units according to their Interests as adjusted in the manner set forth above, or as otherwise specifically provided for herein.

(c) Each Owner of a Unit shall be a member of the Association entitled to a vote in accordance with the Interests held by such Owner.

10.4 Method of Expansion. Expansion shall occur upon recording amendments to this Declaration and the Plat describing and showing the location and floor plans of the Buildings, Units, other improvements and Common Elements of that Expansion amendments need be executed only by Declarant.

10.5 Matters Related to Expansion.

(a) Declarant reserves an easement over and across the Condominium, including the General Common Elements, for the benefit of the Expansion Real Estate for the purposes of construction, ingress and egress and for vehicular parking during construction. Declarant further reserves an easement across, under and through the General Common Elements for the benefit of the Expansion Real Estate for the purpose of installation, maintenance and replacement of underground utilities servicing the Expansion Real Estate.

(b) If Declarant, its successors and assigns, shall determine at any time that it is desirable to coordinate utility services for the Expansion Real Estate with existing utility services for the Condominium, Declarant may connect utilities servicing the Expansion Real Estate to existing utilities even if the Expansion Real Estate is not then or thereafter made a part of the Condominium.

(c) Notwithstanding Article 11 of this Declaration, the rights reserved in this Article 10 may not be amended or terminated without the prior written express consent of Declarant.

ARTICLE 11. AMENDMENT OF DECLARATION

11.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least seventy (70%) of the Interests, or such greater percentage as may be required by the Act. Consent is not effective unless approved by the Unit's Mortgagee, if any. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

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

11.3 Material Amendments. A change to the provisions hereof affecting any of the following shall also require approval by 51% of Mortgagees: (a) voting rights; (b)

assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of common areas; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the Condominium other than as contemplated in Article 10; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any restrictions on a Unit Owner's right to sell or transfer the Owner's Unit; (l) a decision by the Association to establish self-management when professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE 12. RIGHTS OF MORTGAGE HOLDERS

12.1 Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice, or within fifteen (15) days of receipt of the written request, of:

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

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

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

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

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

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

12.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property and (2) sixty seven percent (67%) in all other cases.

12.5 Condominium Instruments. The Association shall make available to Owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of the Condominium Documents and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

ARTICLE 13. RIGHTS OF DECLARANT

13.1 Reserved Rights. Until the sale by Declarant of all Units in the Condominium, Declarant may:

(a) but shall not be obligated to, manage and operate the Condominium in accordance with this Declaration, including the right to contract for professional management of the Condominium, subject to section 4.4.

(b) use the General Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models and showing the Condominium or maintaining signs.

(c) grant easements upon, over, through and across the General Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units.

(d) grant easements upon, over, through or across the General Common Elements for permanent or temporary ingress and egress to and from the Condominium and other real property adjacent to it.

(e) lease Units owned by Declarant on such terms as Declarant desires.

(f) make alterations and changes to the design or exterior materials of any Unit or part thereof during construction.

ARTICLE 14. REMEDIES FOR VIOLATION BY OWNER

14.1 General Remedies. If any Owner or Occupant fails to comply with the Act, this Declaration, the Bylaws or the Rules, such Owner shall be liable for damages or any other remedy provided by the Bylaws, or subject to a special assessment in the nature of a fine pursuant to Rules adopted by the Association, or subject to injunctive relief, or all of the above,

as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

14.2 Owner Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit's Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 5 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner of Occupant.

ARTICLE 15. SERVICE OF PROCESS

15.1 Agent. Service of process shall be made on John Hiller at 10500 North Port Washington Road, Suite 203, Mequon, WI 53092. Any change in the person or location for the service of process designated by the Association shall become effective upon the recording of notice thereof in the Register's Office.

ARTICLE 16. EASEMENTS

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

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

16.3 Association. The Association shall have an easement for the maintenance of Buildings and the portions of a Unit outside of a Building required under Sections 6.1 and 6.2.

Each Owner and Occupant shall have an easement for the use of the exterior of a Building and the portions of a Unit outside of a Building as if such portions were classified as General Common Elements.

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

ARTICLE 17. SPECIAL FEATURES

17.1 Pond. There exists a "dry pond" area within the Common Elements that is currently dry ("Pond Area"). The Declarant and Association caution that the Pond Area is intended to detain water in the event of heavy rainfalls. The Association may improve the Pond Area with certain amenities that it deems appropriate. These amenities may include but are not limited to walking paths or play areas. The Association shall not be obligated to provide such amenities to the Pond Area nor does it represent or warrant the maintenance of the improvements located in the Pond Area, if any.

17.2 Control of Access to Condominium. The Board may require the construction, maintenance, repair and replacement of gates, guardhouses, and other means of access control into the Condominium, and the staffing of the same, at such times, in such manner and subject to such restrictions as may be determined by the Board. If the Board so requires, the same shall not impose on the Board any liability, responsibility or obligation to ensure the safety of Occupants or property within the Condominium, nor would the Board, Association, Declarant or its successors and assigns thereby be creating or assuming any duty to any Occupant or Owner relating to safety, health, or any other matter related to the existence of such facilities. Such facilities would merely be for the convenience of Owners and Occupants. In so doing, the Board may adopt Rules for the use thereof, including the requirement of the use of access control devices and the imposition of fees for obtaining such devices, or issuing replacement or duplicate devices to Owners or Occupants. Owners and Occupants will be solely responsible for the use of such devices and for returning the same when the legal right to enter the Condominium terminates; the Board may require the imposition of a special assessment to be noted against the Unit of any Owner who does not cause the devices relating to such Unit to be properly used and returned in accordance with such Rules.

17.3 Special Notice Regarding Nearby Airport. Declarant hereby advises that the Condominium is located in proximity to John H. Batten Field ("Airport"), an airport which on the date hereof operates as a general aviation airport and serves as a "reliever" airport facility for General Mitchell International Airport, Milwaukee, and O'Hare Airport, Chicago. Declarant further advises that: (a) the Airport operations may now or in the future include jet aircraft of most sizes, which may create noise that could be annoying to some Occupants; (b) operations at the Airport are expected to be available twenty-four hours a day on all days of the year; and (c) certain zoning ordinances presently in effect restrict the use of the Condominium. This Section is solely for the benefit of Declarant and its successors and assigns.

ARTICLE 18. CONSTRUCTION AND EFFECT

18.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

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

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

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

18.4 Remedies. All remedies herein are cumulative.

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

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

Executed at Mt. Pleasant, Wisconsin, this March 7, 2001.

Hidden Creek Venture, Inc.

By: _____
John J. Hiller, Vice President

Authentication of Signature

Signature of John J. Hiller authenticated this March 7, 2001.

Hal Karas

Hal Karas, Member, State Bar of Wisconsin

This instrument was drafted by
and should be returned to:
Hal Karas
MICHAEL, BEST & FRIEDRICH LLP
100 E. Wisconsin Avenue, #3300
Milwaukee, WI 53202-4108

Attachments
(Exhibits may be combined with one another)

Exhibit A	Legal Description and Map of Condominium
Exhibit B	Floor Plans of Condominium
Exhibit C	Legal Description and Map of Expansion Real Estate

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Hidden Creek Condominium

Town of Mt. Pleasant, Racine County, Wisconsin

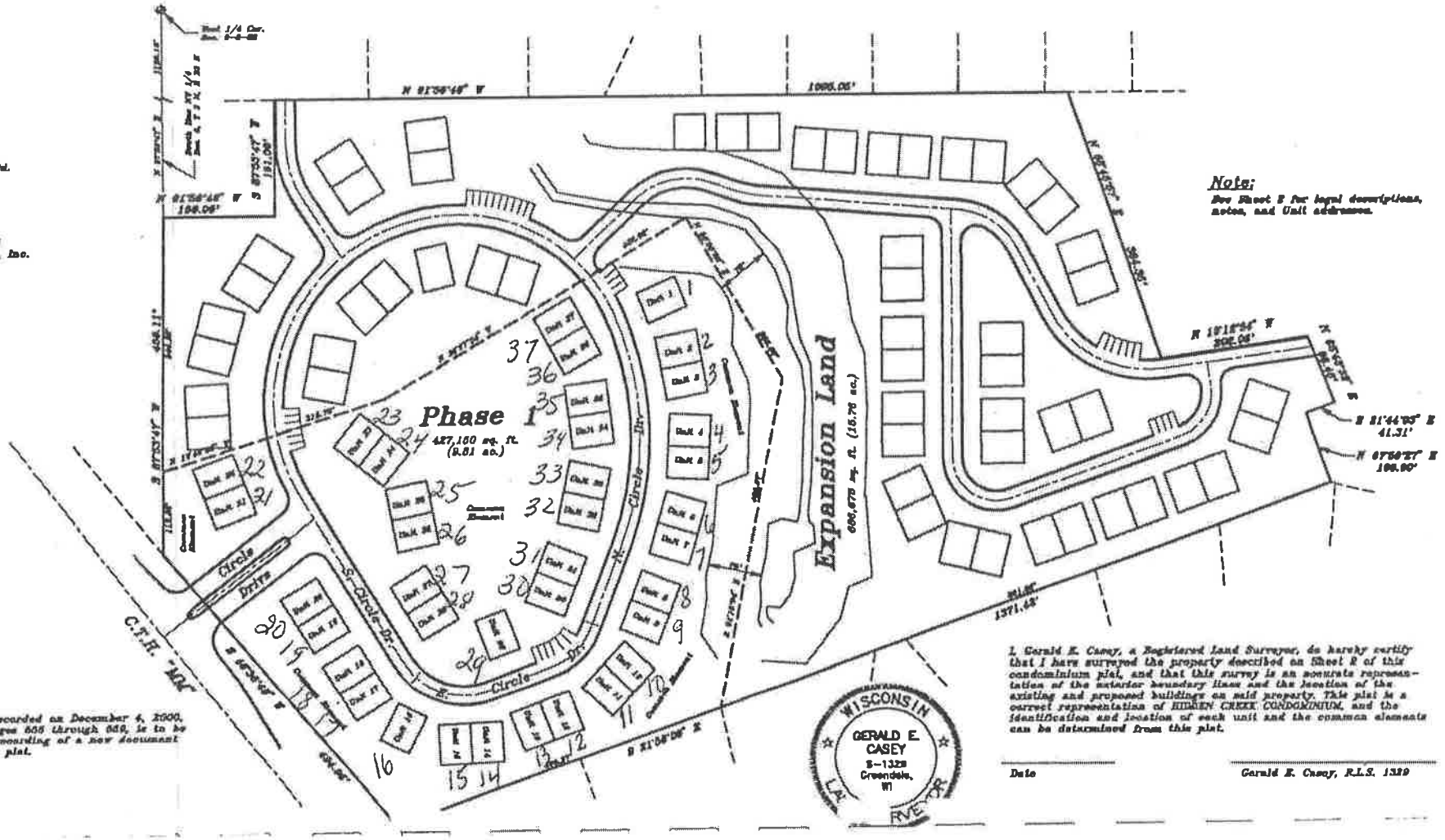
Scale: 1"=100'

Declarant:

Hidden Creek Venture, Inc.
10500 N. Port Washington Rd.
Suite 203
Mequon, WI 53092

Prepared by:

Gerald E. Casey, R.L.S. 1329
Metropolitan Survey Service, Inc.
9415 W. Forest Home Ave.
Hales Corners, WI 53130



Note:
See Sheet 2 for legal descriptions, notes, and Unit addresses.

The gas and electric easement recorded on December 4, 2000, as Document No. 1760965, on Pages 655 through 659, is to be vacated and relocated with the recording of a new document and therefore not shown on this plat.

I, Gerald E. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 2 of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of HIDDEN CREEK CONDOMINIUM, and the identification and location of each unit and the common elements can be determined from this plat.

WISCONSIN
GERALD E. CASEY
S-1329
Greendale, WI
LAND SURVEYOR

Date

Gerald E. Casey, R.L.S. 1329

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Hidden Creek Condominium

Town of Mt. Pleasant, Racine County, Wisconsin

Hidden Creek Condominium Legal Description

That part of the NW 1/4 of Section 6, T 3 N, R 23 E, in the Town of Mount Pleasant, Racine County, Wisconsin, more particularly described as follows:

Commencing at the West 1/4 corner of said Section 6; thence N 87°53'47" E along the South line of the Northwest 1/4 of said Section 6, 1135.18 feet to the Easterly line of a parcel of land being recorded in Volume 636, Page 121, Document No. 1537990 and being the point of beginning of the lands to be described; thence N 1°56'46" W along said Easterly line, 160.00 feet to the Northerly line of said parcel; thence S 87°53'47" W along said Northerly line, 181.00 feet to the common Easterly line (extended Southerly) of Certified Survey Map No. 1405, being recorded in the Racine County Courthouse as Volume 4, Page 371, Document No. 1301798 and GRANGERY ESTATES, being a subdivision recorded in the Racine County Courthouse; thence N 1°56'46" W along said Easterly line, 1095.95 feet to the Southerly line of a parcel of land being recorded in Volume 2506, Page 471, Document No. 1587980; thence N 88°45'57" E along said Southerly line, 264.35 feet to the Easterly line of said parcel; thence N 16°18'54" W along said Easterly line, 202.06 feet to the Southerly line of a parcel of land being recorded in Volume 2367, Page 41, Document No. 1477980; thence N 85°48'32" E along said Southerly line, 26.48 feet to the Westerly line of the former Chicago, Northshore and Milwaukee Railroad; thence S 21°44'03" E along said Westerly line, 41.31 feet to the Southerly line of a parcel of land being recorded in Volume 1731, Page 885, Document No. 1167417; thence N 67°53'47" E along said Southerly line, 190.00 feet to the Westerly line of MAPLERIDGE, being a subdivision recorded in the Racine County Courthouse; thence S 21°54'09" E along said Westerly line, 1371.43 feet to the Northerly line of C.T.H. "KR"; thence S 48°30'49" W along said Northerly line, 494.98 feet to the South line of the Northwest 1/4 of said Section 6; thence S 87°53'47" W along said South line, 459.11 feet to the point of beginning.

Said lands containing 35.67 acres, more or less.

Hidden Creek Condominium (Phase 1) Legal Description

All that part of the NW 1/4 of Section 6, T 3 N, R 23 E, in the Town of Mount Pleasant, Racine County, Wisconsin, bounded and described as follows:

Commencing at the West 1/4 corner of said Section 6; thence N 87°53'47" E along the South line of the NW 1/4 of said Section 6, 1681.64 feet to the place of beginning of the lands to be described; thence continuing N 87°53'47" E along said South line, 112.83 feet to a point on the North line of C.T.H. "KR"; thence N 48°36'49" E along said North line, 494.98 feet to a point, Thence N 21°54'09" W, 488.57 feet to a point; thence N 21°18'04" W, 482.87 feet to a point; thence S 58°36'36" W, 255.09 feet to a point; thence S 33°07'34" E, 482.08 feet to a point; thence S 16°48'25" E, 316.78 feet to the place of beginning.

Said lands containing 487,180 sq. ft. (9.81 ac.).

Hidden Creek Condominium (Expansion Lands) Legal Description

All that part of the NW 1/4 of Section 6, T 3 N, R 23 E, in the Town of Mount Pleasant, Racine County, Wisconsin, bounded and described as follows:

Commencing at the West 1/4 corner of said Section 6; thence N 87°53'47" E along the South line of the NW 1/4 of said Section 6, 1135.18 feet to the point of beginning of the lands to be described; thence continuing N 87°53'47" E along said South line, 546.83 feet to a point; thence N 16°48'25" W, 316.78 feet to a point; thence N 33°07'34" W, 482.08 feet to a point; thence N 58°36'36" E, 255.09 feet to a point; thence S 21°18'04" E, 482.87 feet to a point; thence N 21°54'09" W, 991.98 feet to a point; thence S 87°53'47" W, 190.00 feet to a point; thence N 21°44'03" W, 41.31 feet to a point; thence S 85°48'32" W, 26.48 feet to a point; thence S 15°18'54" E, 202.06 feet to a point, thence S 88°45'57" W, 264.35 feet to a point; thence S 1°56'46" E, 1095.95 feet to a point, thence N 87°53'47" E, 181.00 feet to a point; thence S 1°56'46" E, 160.00 feet to the place of beginning.

Said lands containing 886,675 sq. ft. (15.78 ac.).

Description of Unit and Building Boundaries

Each Unit consists of an area of land shown on this Plat. Declarant intends that, within the boundaries of each Unit, a Building will be constructed containing a living area intended for separate occupancy. Where two Units share a common boundary, it is intended that a Building will be constructed in each Unit but sharing a common wall along or near the common boundary. Notwithstanding the location of Units shown on the Plat, no Buildings shall be constructed within the Units so that they are closer than 15 feet at their closest points (excluding roof overhangs of up to one foot), except for those Buildings sharing a common wall as described above. Any portion of the Condominium which is not included in a Unit is a Common Element.

This Plat also includes the floor plan for each of the 4 types of buildings which may be constructed in Hidden Creek Condominium. Prior to commencement of construction of a building within a Unit, Declarant shall record an amendment to the Declaration of Condominium of Hidden Creek Condominium ("Declaration") which describes by reference to this Plat which type of building will be constructed within that Unit. Without a further amendment hereto as provided in Article II of the Declaration, the only building permitted within that Unit shall be the one designated by the Declarant, constructed substantially in accordance with the floor plans for that building which are part of this Plat. Any portion of the Unit outside of the building shall be subject to easements provided under the Declaration.

Declarant reserves the following rights: (a) to attach any two types of Buildings where Units abut one another. For example a Trillium type Building may be co-joined with a Primrose type Building in a single structure; (b) to change the interior configurations of a Building; and (c) to construct any Building type as a mirror image of the image shown on one of the attached sheets. Declarant will describe in the amendment described in the preceding paragraph what two Building types are being co-joined (in the case of abutting Units) and whether the Building is built as shown on the following sheets or in a mirror image thereof.

Limited Common Elements

Limited Common Elements could not be shown in a feasible manner on Sheet 1 of this document and are listed as follows:

A. The driveway in front of each unit is reserved for the exclusive use of that unit.

B. The sidewalk leading from the driveway in front of each unit leading to the entryway of the unit and the entryway itself are reserved for the exclusive use of that unit.

C. The patio, if any, adjacent to each unit is reserved for the exclusive use of that unit.

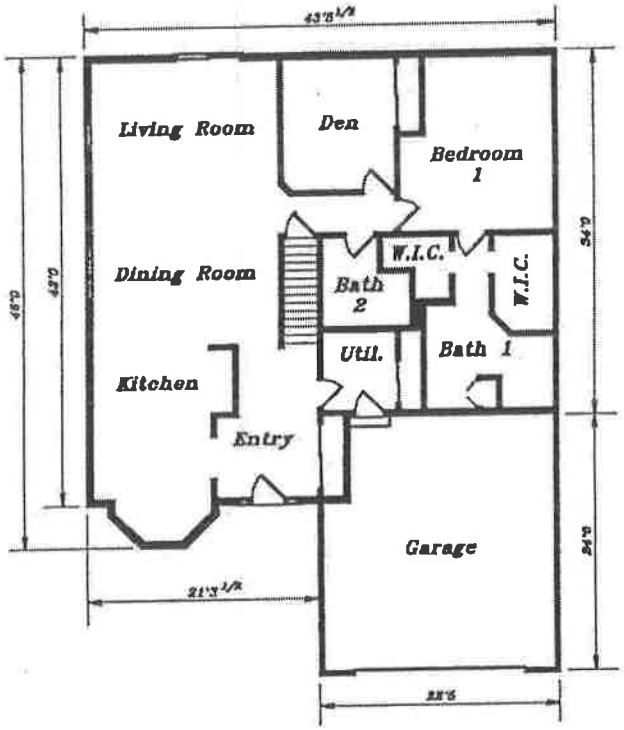
Unit Addresses

Unit 1 – 4304 N. Circle Dr., Mt.Pleasant, WI
Unit 2 – 4856 N. Circle Dr., Mt.Pleasant, WI
Unit 3 – 4854N. Circle Dr., Mt.Pleasant, WI
Unit 4 – 4848 N. Circle Dr., Mt.Pleasant, WI
Unit 5 – 4844 N. Circle Dr., Mt.Pleasant, WI
Unit 6 – 4838 N. Circle Dr., Mt.Pleasant, WI
Unit 7 – 4834 N. Circle Dr., Mt.Pleasant, WI
Unit 8 – 4828 N. Circle Dr., Mt.Pleasant, WI
Unit 9 – 4824 N. Circle Dr., Mt.Pleasant, WI
Unit 10 – 8508 E. Circle Dr., Mt.Pleasant, WI
Unit 11 – 8500 E. Circle Dr., Mt.Pleasant, WI
Unit 12 – 8452 E. Circle Dr., Mt.Pleasant, WI
Unit 13 – 8450 E. Circle Dr., Mt.Pleasant, WI
Unit 14 – 8442 E. Circle Dr., Mt.Pleasant, WI
Unit 15 – 8440 E. Circle Dr., Mt.Pleasant, WI
Unit 16 – 8430 E. Circle Dr., Mt.Pleasant, WI
Unit 17 – 4821 E. Circle Dr., Mt.Pleasant, WI
Unit 18 – 4823 E. Circle Dr., Mt.Pleasant, WI
Unit 19 – 4831 E. Circle Dr., Mt.Pleasant, WI
Unit 20 – 4833 E. Circle Dr., Mt.Pleasant, WI
Unit 21 – 4841 E. Circle Dr., Mt.Pleasant, WI
Unit 22 – 4843 E. Circle Dr., Mt.Pleasant, WI
Unit 23 – 4848 E. Circle Dr., Mt.Pleasant, WI
Unit 24 – 4844 E. Circle Dr., Mt.Pleasant, WI
Unit 25 – 4838 E. Circle Dr., Mt.Pleasant, WI
Unit 26 – 4834 E. Circle Dr., Mt.Pleasant, WI
Unit 27 – 4828 E. Circle Dr., Mt.Pleasant, WI
Unit 28 – 4824 E. Circle Dr., Mt.Pleasant, WI
Unit 29 – 8451 E. Circle Dr., Mt.Pleasant, WI
Unit 30 – 4826 N. Circle Dr., Mt.Pleasant, WI
Unit 31 – 4827 N. Circle Dr., Mt.Pleasant, WI
Unit 32 – 4837 N. Circle Dr., Mt.Pleasant, WI
Unit 33 – 4839 N. Circle Dr., Mt.Pleasant, WI
Unit 34 – 4851 N. Circle Dr., Mt.Pleasant, WI
Unit 35 – 4853 N. Circle Dr., Mt.Pleasant, WI
Unit 36 – 4305 N. Circle Dr., Mt.Pleasant, WI
Unit 37 – 4307 N. Circle Dr., Mt.Pleasant, WI

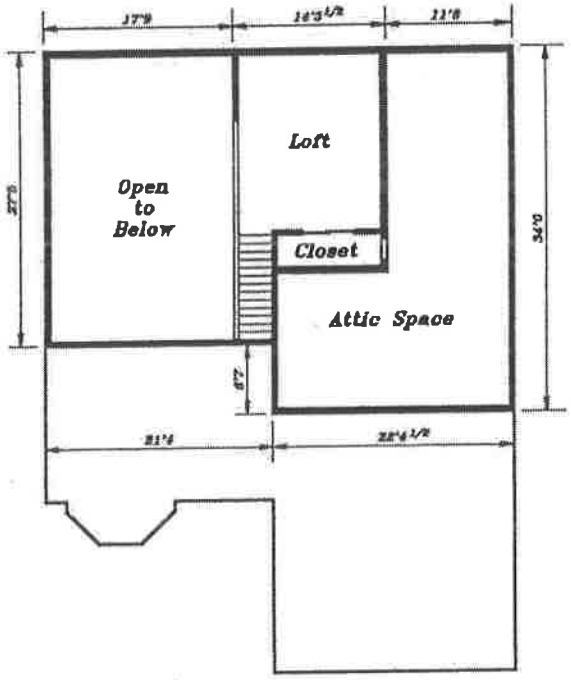
3145 977

Hidden Creek Condominium

Town of Mt. Pleasant, Racine County, Wisconsin



First Floor Plan



Second Floor Plan

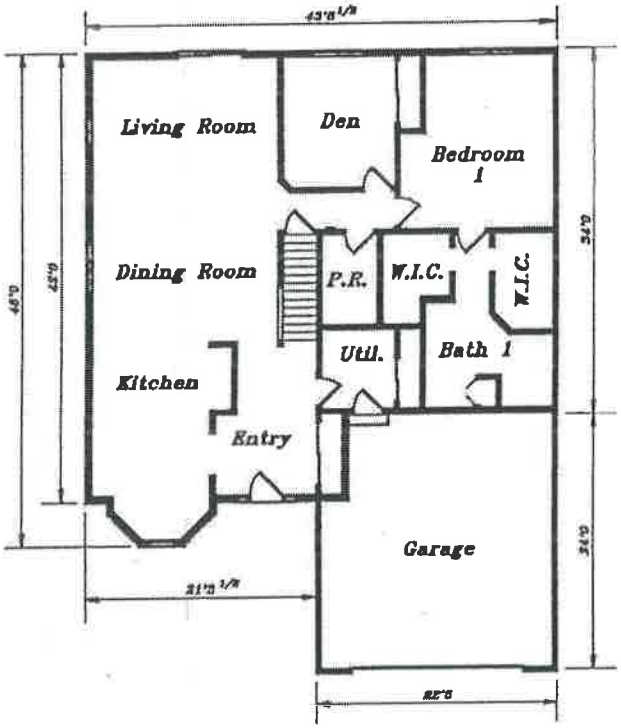
Plan for Larkspur Type Building

See Sheet 3 for Foundation Plan

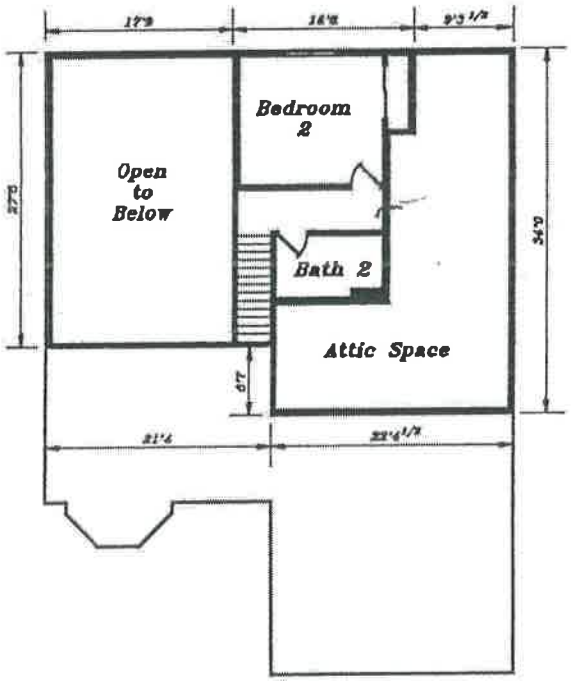
3145 978

Hidden Creek Condominium

Town of Mt. Pleasant, Racine County, Wisconsin



First Floor Plan



Second Floor Plan

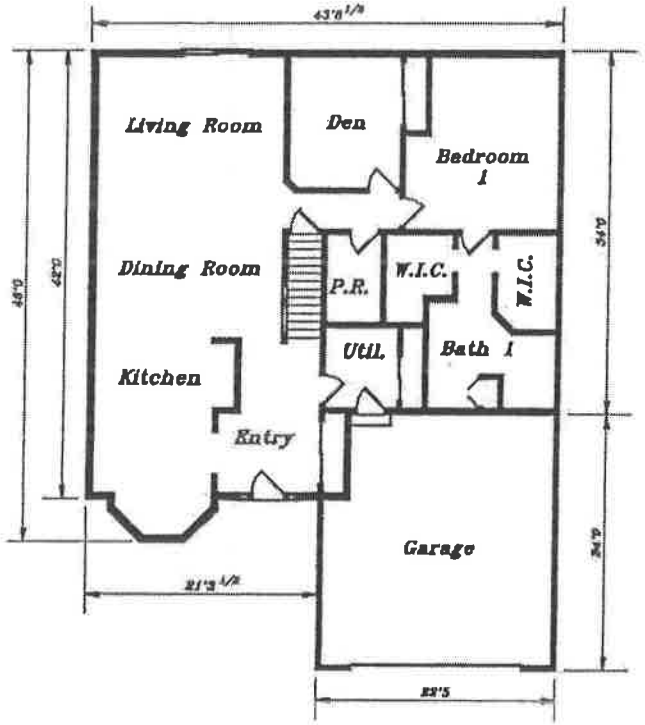
Plan for Primrose Type Building

See Sheet 3 for Foundation Plan

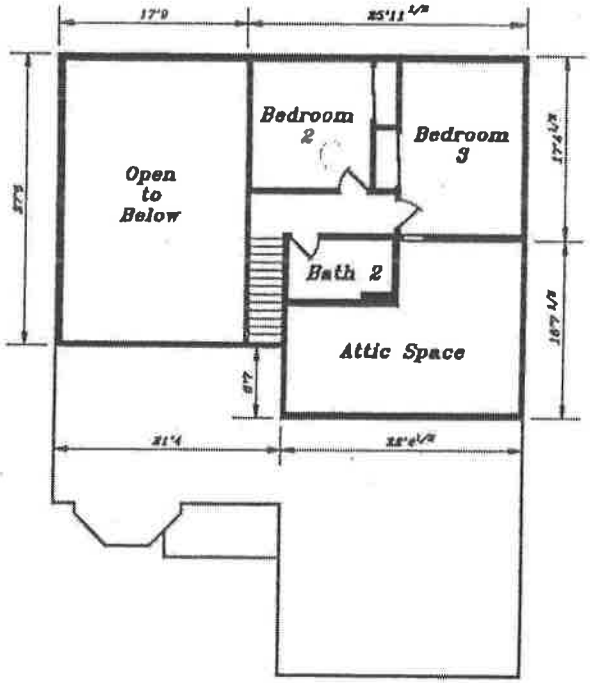
3145 979

Hidden Creek Condominium

Town of Mt. Pleasant, Racine County, Wisconsin



First Floor Plan



Second Floor Plan

Plan for Laurel Type Building

See Sheet 3 for Foundation Plan

(All dimensions are approximate)

1767191 VOL PAGE 3158 474-476 REGISTER'S OFFICE RACINE COUNTY, WI

RECORDED
2001 APR 17 PM 2:33
MARK A. LADD
REGISTER OF DEEDS

Document Number

FRIST AMENDMENT TO DECLARATION OF CONDOMINIUM OF HIDDEN CREEK CONDOMINIUM

Document Title

This First Amendment to Declaration of Condominium of Hidden Creek Condominium (this "Amendment") is made and entered into by Hidden Creek Venture, Inc. ("Declarant"), pursuant to the Wisconsin Condominium Ownership Act.

RECITALS

Declarant established Hidden Creek Condominium by subjecting certain property described on Exhibit A hereto to a Declaration of Condominium recorded in the office of the Register of Deeds for Racine County, Wisconsin in Vol. 3145, Page 952, on March 29, 2001, as Document No. 1764351 (the "Declaration").

Recording Area 14

Name and Return Address:

Hal Karas, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

PIN: 51-008-03-23-06-078-000

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

Now therefore, in consideration of the above, Declarant hereby amends Section 11.1 of the Declaration to provide that no amendment of Section 17.3 will be effective unless the express prior written consent to such amendment is obtained from the Town of Mount Pleasant (or any successor governmental unit) and the County of Racine. Except as provided above, the Declaration remains in full force and effect.

Executed as of April 16, 2001.

HIDDEN CREEK VENTURE, INC.

By: _____
John Hiller, President

EXHIBIT A

ıdden Creek Condominiums Legal Description

t part of the NW 1/4 of Section 6, T 3 N, R 23 E, in the Town of Mount Pleasant, Racine County, Wisconsin, more ticularly described as follows:

ommencing at the West 1/4 corner of said Section 6; thence N 87°53'47" E along the South line of the Northwest 1/ f said Section 6, 1135.16 feet to the Easterly line of a parcel of land being recorded in Volume 535, Page 121, Doc- nt No. 1527660 and being the point of beginning of the lands to be described; thence N 1°56'46" W along said erly line, 150.00 feet to the Northerly line of said parcel; thence S 87°53'47" W along said Northerly line, 161.00 eet to the common Easterly line (extended Southerly) of Certified Survey Map No. 1406, being recorded in the Racine ounty Courthouse as Volume 4, Page 371, Document No. 1281799 and GERAGHTY ESTATES, being a subdivision recorde he Racine County Courthouse; thence N 1°56'46" W along said Easterly line, 1095.05 feet to the Southerly line of arcel of land being recorded in Volume 2509, Page 475, Document No. 1527660; thence N 68°45'57" E along said utherly line, 384.35 feet to the Easterly line of said parcel; thence N 10°12'54" W along said Easterly line, 202.06 eet to the Southerly line of a parcel of land being recorded in Volume 2397, Page 61, Document No. 1477868; thence 85°48'32" E along said Southerly line, 98.48 feet to the Westerly line of the former Chicago, Northshore and aukee Railroad; thence S 21°44'03" E along said Westerly line, 41.31 feet to the Southerly line of a parcel of being recorded in Volume 1731, Page 665, Document No. 1157417; thence N 67°59'27" E along said Southerly line, 00.00 feet to the Westerly line of MARKRIDGE, being a subdivision recorded in the Racine County Courthouse; thence 21°58'09" E along said Westerly line, 1371.43 feet to the Northerly line of C.T.H. "MM"; thence S 48°36'49" W along sa herly line, 494.96 feet to the South line of the Northwest 1/4 of said Section 6; thence S 87°53'47" W along said h line, 459.11 feet to the point of beginning.

aid lands containing 25.57 acres, more or less.

DOCUMENT # 1767434

VOL 3159 PAGE 309-311

REGISTER'S OFFICE
RACINE COUNTY, WI

DECLARATION OF DEED RESTRICTIONS AND NOTICE REGARDING AIRPORT

Document Number

Document Title

RECORDED
2001 APR 18 PM 4:15
MARK A. LADD
REGISTER OF DEEDS

This Declaration and Notice is made by Hidden Creek Venture, Inc. ("Owner")

Owner is the owner of a certain real property described on the attached Exhibit A (the "Property").

The Property is near John H. Batten Field Airport ("Airport") and underlies the visual approach to the Airport. A portion of the property underlies the instrument approach to the Airport, which is shown on a map on file with the Town of Mt. Pleasant and the County of Racine Planning Departments. Because the Property is close to the Airport it is subject to certain local, county and federal governmental statutes, ordinances, laws and regulations (collectively, the "Regulations") intended so that the Property will not interfere with the operation and safety of flights in and out of the Airport.

14

Recording Area

Name and Return Address:

Hal Karas, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

PIN: 51-008-03-23-06-078-000
51-008-03-23-06-112-000

The improvements on the Property installed by Owner have been designed to comply with the Regulations. Approved plans, including grading plans, are on file with the County of Racine and the Town of Mt. Pleasant.

The Regulations generally limit the height of buildings and other man-made structures; restrict interference with navigational signals and radio communications between the Airport and aircraft; prohibit the use of lights resembling airport markers, navigational aids or lights; prohibit causing glare in the eyes of pilots using the Airport; prohibit creating bodies of water which attract birds, so that "bird strike hazards" are not created; prohibit any other interference with the landing, takeoff or maneuvering of aircraft; and prohibit solid waste disposal on the Property.

Persons using the Property should be aware that the Airport is a general aviation, public use airport, and is available for use twenty four hours a day, on all days of the year, by propeller, turbo-prop, and jet aircraft and helicopters. Noise from the airplanes using the Airport will vary depending upon the amount and nature of the air traffic.

The restrictions set forth herein are intended to run to the safety and benefit of Racine County, the Town of Mt. Pleasant, the Airport and the residents of Hidden Creek Condominium.

The restrictions set forth herein shall run with the land, are binding upon the heirs, successors and assigns of Owner and shall remain in effect until the Airport ceases to function as an airport.

Executed as of April 18, 2001.

HIDDEN CREEK VENTURE, INC.

By: _____
John Hiller, President

State of Wisconsin)
) ss
Milwaukee County)

Personally before me, this April 18, 2001, came John Hiller, President of Hidden Creek Venture, Inc., to me known to be the person who executed the foregoing document in such capacity and acknowledged that he executed the same for the purposes therein contained.

_____
Notary Public, State of Wisconsin
My commission: 1/18/04

This instrument was drafted by:

Hal Karas, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108
(414) 271-6560

T:\CLIENTA\014238\0010\A0164102

EXHIBIT A

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