

CONDOMINIUM DOCUMENTS

**Lake Ridge Association, LTD.
Muskego, Wisconsin**

LAKE RIDGE APARTMENTS,
A CONDOMINIUM
MUSKEGO, WISCONSIN

Registered Agent: Ann Belter
N78 W 29196 Flynn Road
Hartland, Wisconsin 53029

DISCLOSURE MATERIALS

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

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

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUIRED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

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EXECUTIVE SUMMARY

Condominium Name: Lake Ridge Apartments, a Condominium

This Executive Summary was prepared or revised on January 11, 2019 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an  icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- ◆ Condominium association name Lake Ridge Association, LTD.
- ◆ Association address N78 W29196 Flynn Road Hartland, WI 53029
- ◆ The association is managed:
 - ☒ By the Unit Owners (self-managed)
 - ☐ By a management agent or company
 - ☐ By the declarant (developer) or the declarant's management company
- ◆ Person(s) to be contacted for more information about the condominium Ann Belter
- ◆ Address, phone number, and other contact information for the contact person N78 W29196 Flynn Road Hartland, WI 53029 Tel: 414-532-2873; E-Mail: ann@belterassociates.com

 For condominium document references regarding association governance and a condominium contact person, see page E-7 of the Declaration, and pages E45-46 of the Articles of Incorporation, and pages E51-59 of the Bylaws.

2. Parking

- ◆ Number of parking spaces assigned to each Unit: 18 Number Outside 10 Inside 8
 - ☒ Common Element ☒ Limited Common Element ☒ Included as part of the Unit
 - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
 - ◆ Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, \$_____ per _____
Other (specify): _____
 - ◆ Parking assignments reserved or designated on the plat or in the condominium documents:
 - ☐ No ☒ Yes -- Where? see pages E39, 42 and 43 of the Condo Plat
 - ◆ Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes
 - ◆ Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes
 - ◆ Describe parking available for visitors Two (2) outdoor spaces per Unit
 - ◆ Describe any other parking restrictions Rules adopted by members 2014 Annual meeting prohibit use of visitor parking spaces by anyone other than the guests, service contractors of the owners and/or tenants of the building they reside in. No parking on grass: \$50 fine.
-  For condominium document references to parking, see pages E5 of the Declaration and E62 of the Bylaws, and E69-70 of the Second Amendment to the Bylaws.

3. Pets

- ◆ Are pets allowed? ☐ No ☒ Yes' describe the kinds of pets allowed: See below

- ◆ Pet rules and restrictions: Rules adopted by members at 2003 Annual Meeting a \$25 fine is in place for any dog owner who fails to pick up and dispose of their pet's feces.

📖 For condominium document references regarding pet rules, see page E62 of the bylaws.

4. Unit Rentals

- ◆ May Unit Owners rent out their condominium units? ☐ No ☒ Yes -- describe the limitations and restrictions on unit rentals: See below.

📖 For condominium document references regarding unit rentals, see pages E61-62 of the Bylaws.

5. Special Condominium Amenities or Features

None

(describe any special amenities and features)

- ◆ Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes -- cost:

📖 For condominium document references regarding special amenities, see N/A

6. Unit Maintenance and Repair Responsibilities

- ◆ A Unit Owner's responsibilities for unit maintenance and repair include: See below.

📖 For condominium document references regarding unit maintenance and repair responsibilities, see pages E9-10 of the Declaration and pages E59-60 of the Bylaws.

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- ◆ Person(s) responsible for common element maintenance, repair and replacement: Master Association-Lake Ridge Association, LTD.

- ◆ Repair and replacement of the common elements is paid for by:

- ☐ Unit Owner assessments
☐ Reserve funds
☒ Both
☐ Other (specify):

- ◆ Person(s) responsible for limited common element maintenance, repair and replacement: Master Association-Lake Ridge Association, LTD.

- ◆ Repair and replacement of the limited common elements is paid for by:

- ☐ Unit Owner assessments
☐ Reserve funds
☒ Both
☐ Other (specify):

📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see pages E5-6 of the Declaration, and pages E20-25 of the Amendment to the Declaration, and pages E60-61 of the Bylaws, and pages E67-68 of the Amendment to the Bylaws.

8. Reserve Funds

- ◆ Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ☒ Yes
- ◆ Does the association have a Statutory Reserve Account*?

☒ No ☐ Yes -- reserve balance is \$ 35,000.00

Note: This amount is current as of the date this Executive Summary was prepared or revised.

 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see pages E12-13 of the Declaration, and pages E57-58 of the Bylaws.

***Note:** A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- ♦ Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

☒ Not applicable (no developer-owned units or declarant control has ended)

☐ No

☐ Yes -- describe in what way: N/A

- ♦ Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: N/A

 For condominium document references to condominium fees during the declarant control period, see N/A

10. Expansion Plans

- ♦ Has the Declarant (developer) reserved the right to expand this condominium in the future?

☒ No ☐ Yes -- number of additional units that may be added through the expansion: _____ units

- ♦ Expansion period ends: N/A

- ♦ Condominium management during the expansion period is by: N/A

 For condominium document references regarding condominium expansion plans, see N/A

11. Unit Alteration and Limited Common Element Enclosure

- ♦ Unit Owner may alter a unit or enclose limited common elements: ☒ No ☐ Yes

- ♦ Describe the rules, restrictions and procedures for altering a unit: A unit may be converted to a separate condominium Unit

- ♦ Describe the rules, restrictions and procedures for enclosing limited common elements: N/A

 For condominium document references to unit alterations and limited common element enclosures, see pages E6,13 of the Declaration, and pages 59-64 of the Bylaws

12. First Right of Purchase

- ♦ The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale: ☒ No ☐ Yes

 For condominium document references to any first right of purchase held by the condominium association, see _____

13. Transfer Fee

- ♦ The condominium association charges a fee in connection with the transfer of ownership of a unit: ☒ No ☐ Yes -- amount charged: \$ _____

 For condominium document references to fees charged in connection with a unit ownership transfer, see N/A

14. Payoff Statement Fee

- ◆ Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ☒ No ☐ Yes -- amount charged: \$ _____

 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see N/A

15. Disclosure Materials Fee

- ◆ Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ☐ No ☒ Yes-- amount charged: \$ 50.00

 For condominium document references regarding fees charged for providing the condominium disclosure materials, see _____

16. Other restrictions or features (optional): _____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

 For condominium document references regarding condominium document amendment procedures and requirements, see pages E15 of the Declaration, E48 of the Articles of Incorporation, and page E64 of the Bylaws.

This Executive Summary was prepared on the date stated on page one by Gary A. Gerlach, Treasurer, Lake Ridge, Association, LTD (print name and title or position).

 **Instructions for Completing the Executive Summary.** The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

 **Executive Summary Legal Requirements.** Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a 'small condominium' (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

LAKE RIDGE APARTMENTS,
A CONDOMINIUM

INDEX

LAKE RIDGE APARTMENTS, A CONDOMINIUM was created by recording of the Condominium Declaration in Milwaukee County, Wisconsin on _____. In compliance with disclosure requirements of the Wisconsin Condominium Law, this book is provided to each prospective purchaser of a Unit in LAKE RIDGE APARTMENTS, and contains the following documents and exhibits:

1. **DECLARATION.** The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page E-3.

2. **CONDOMINIUM PLAT.** The Declarant has provided floor plans of the units being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common elements which are part of the condominium. The floor plans and map begin on page E-38.

3. **ARTICLES OF INCORPORATION.** The operation of a condominium is governed by the Association, of which each unit owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page E-44.

4. **BY-LAWS.** The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page E-49.

5. **ANNUAL OPERATING BUDGET.** The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges, which are in addition to mortgage and utility payments. The budget begins on page ____.

November, 1991

CONDOMINIUM DECLARATION

LAKE RIDGE APARTMENTS, A CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this _____ day of _____, 1991, by Barker Development, Inc., a Wisconsin Corporation (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION.

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

Declarant hereby declares that it is the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. NAME AND ADDRESS.

The real estate described in Section 3 and all buildings and improvements thereon and thereto shall be known as LAKE RIDGE APARTMENTS, A CONDOMINIUM. The address of the Condominium is W171 S7576 Lannon Drive, Muskego, Wisconsin 53150.

3. LEGAL DESCRIPTION.

The following described real estate, also described in the Condominium Plat attached hereto, is hereby subjected to the provisions of this Declaration:

Parcel 1 in Certified Survey Map No. 6552, being a part of the NW 1/4 of the SW 1/4 of Section 10, T 5 N, R 20 E, in the City of Muskego, Waukesha County, Wisconsin.

4. DEFINITION AND DESCRIPTION OF UNITS.

4.1 Number. Nineteen (19) condominium units are hereby declared in LAKE RIDGE APARTMENTS, A CONDOMINIUM.

4.2 Definition. Each unit shall be a multi-family apartment building located as shown in the Condominium Plat, intended for residential use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the exterior surfaces of the walls, roofs and foundations of the building, together with all fixtures and improvements therein contained, and including such garages and other appurtenant and related structures and equipment, with similar boundaries, as may be constructed and shown as related to the unit in the Condominium Plat.

4.3 Identification. The units are designated by identifying numbers as shown herein and in the Plat. The unit designations and locations and floor plans for the units are as set forth in the Condominium Plat. The approximate dimensions and floor area of each unit, and further details identifying and describing the units shall be as set forth in the Condominium Plat.

5. BUILDINGS AND RESTRICTIONS.

5.1 Description and Location. There shall be nineteen (19) main buildings on the real estate described in Section 3 above, each constituting a multi-family apartment building condominium unit. Each building shall contain 8 apartments, so that the nineteen units shall contain a total of one hundred fifty-two (152) residential apartments. The buildings are to be located on the real estate as indicated in the Condominium Plat. Declarant reserves the right to change the layout, location, dimensions and construction details of the buildings, units and common elements shown on the Condominium Plat which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the building and units. From time to time at the discretion of Declarant, and upon completion of construction of all units in the condominium, Declarant may amend this Declaration and the Condominium Plat for the purpose of recording a plat, survey or site plan depicting the location, dimensions and floor plans of the buildings and units as finally located and constructed. Such Amendment or Amendments need not be signed by any person or entity other than Declarant, or its successors or assigns.

5.2 Building Restrictions. The buildings and units constructed or to be constructed on the Property shall in each instance comply with each of the following conditions and restrictions:

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5.2.1 Improvements. Only one residential apartment building shall be constructed within each unit location as shown in the Condominium Plat. Any garage, other improvements, paved areas, accessory systems or equipment serving the unit or the unit garage shall be located as shown in the Condominium Plat.

5.2.2 Residential Use. All buildings shall be used for residential purposes only. No residential building shall be erected, altered or placed within LAKE RIDGE APARTMENTS, A CONDOMINIUM other than apartment type buildings, not to exceed two stories in height, including a separate enclosed parking garage for each unit. No other accessory buildings shall be constructed to serve a unit without prior written consent of the Association (described hereinafter).

5.2.3 Apartments. Each building constructed as a unit in LAKE RIDGE APARTMENTS, A CONDOMINIUM shall contain eight (8) separate single-family apartments within each building.

5.2.4 Garages. All units shall include a separate appurtenant enclosed parking garage, providing parking spaces for each apartment in the unit. In addition, the units shall each be served by outdoor paved parking spaces as shown in the Condominium Plat.

5.2.5 Fences. Fences, if any, shall be located and constructed only with prior written approval of the Association. No fence shall be higher than four feet from the graded surface of the ground upon which the fence is situated. No fences constructed of wire or metal shall be erected within LAKE RIDGE APARTMENTS.

6. COMMON ELEMENTS AND FACILITIES.

6.1 Description. The common elements and facilities shall consist of all of LAKE RIDGE APARTMENTS, A CONDOMINIUM, improvements and appurtenances, except the individual units (including garages) and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the buildings are located; common roads, drives, parking areas and walkways; the Nature Preserve and hiking trails, all open areas as shown in the Condominium Plat; water system lines; utility services; public utility lines; master television cable or antenna and lines, if any; and the landscaping comprising or which may comprise the condominium Property.

6.2 Easements. Easements are hereby granted and declared for the benefit of the unit owners and the Association (hereinafter described) for the installation, maintenance and repair of water and common utility services in and on any part of

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the common elements or units, as is more fully set forth in Section 17 herein.

7. LIMITED COMMON ELEMENTS.

7.1 Description. A portion of the common elements and facilities are designated as "limited common elements," as shown in the Condominium Plat. Such limited common elements shall be reserved for the exclusive use of the owners or occupants of the unit to which they are appurtenant, to the exclusion of all other units in the condominium. Such limited common elements consist of the outdoor parking areas appurtenant to a unit, as shown in the Condominium Plat.

7.2 Use. The manner of use of the limited common elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no unit owner or occupant shall landscape, obstruct or damage any limited common element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No substantial changes or alterations shall be made by any unit owner or occupant to any of the limited common elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

7.3 Maintenance. See Amendment to Condominium Declaration, Section A, attached

8. OWNERSHIP OF UNIT AND PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS. hereto.

Each unit owner shall own a fee simple interest in his or her condominium unit. Each unit owner shall also own an undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other unit owners. Except as otherwise limited in this Declaration, unit owners and occupants shall have the right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the use and occupancy of their respective unit or apartment as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with each unit.

The percentage of the undivided ownership interest in the common elements and facilities and limited common elements relating to each unit and its owner for all purposes, including ownership, voting, and proportionate payment of common expenses, shall be determined by the number of individual apartments in each unit, and shall be as follows:

<u>Unit Number</u>	<u>Address</u>	<u>Ownership Percentages</u>
Unit 1	W171 S7592 Lannon Dr.	5.26%
Unit 2	W171 S7576 Lannon Dr.	5.26%

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<u>Unit Number</u>	<u>Address</u>	<u>Ownership Percentages</u>
Unit 1	W171 S7592 Lannon Dr.	5.26%
Unit 2	W171 S7576 Lannon Dr.	5.26%
Unit 3	W170 S7579 Gregory Dr.	5.26%
Unit 4	W170 S7603 Gregory Dr.	5.26%
Unit 5	W170 S7621 Gregory Dr.	5.26%
Unit 6	W169 S7609 Gregory Dr.	5.26%
Unit 7	W169 S7639 Gregory Dr.	5.26%
Unit 8	W169 S7647 Gregory Dr.	5.26%
Unit 9	S76 W16927 Gregory Dr.	5.26%
Unit 10	S76 W16891 Gregory Dr.	5.26%
Unit 11	S76 W16851 Gregory Dr.	5.26%
Unit 12	W168 S7604 Gregory Dr.	5.26%
Unit 13	S75 W16830 Gregory Dr.	5.26%
Unit 14	S75 W16880 Gregory Dr.	5.26%
Unit 15	S75 W16910 Gregory Dr.	5.26%
Unit 16	S75 W16890 Gregory Dr.	5.26%
Unit 17	S76 W16906 Gregory Dr.	5.26%
Unit 18	W169 S7598 Gregory Dr.	5.26%
Unit 19	W169 S7586 Gregory Dr.	5.26%

TOTAL

100%

9. ASSOCIATION OF UNIT OWNERS.

9.1 **Membership, Duties and Obligations.** All unit owners shall be entitled and required to be a member of an association of unit owners to be known as Lake Ridge Association, Ltd. (herein "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Such Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

9.2 **Voting Rights.** Each unit shall be entitled to one vote at meetings of the Association. Only one membership shall exist for each unit; if title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws. The Declarant shall be entitled to cast the votes pertaining to any unit or units declared as a part of the condominium but not yet constructed or sold until such time as the respective units are constructed and sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members shall be as set forth in the By-Laws of the Association.

See Amendment to Condominium Declaration, Section C, attached hereto.

9.3 Declarant Control. Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend by By-Laws or rules and regulations of the Association, until the earlier of: (a) three (3) years from the date of first sale of a unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each owner of a condominium unit in LAKE RIDGE APARTMENTS, A CONDOMINIUM shall be deemed by acceptance of any deed to any unit to agree, approve, and consent to the right of Declarant to so control the Association.

9.4 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium.

9.5 Common Services. The Association may contract for common services or utilities as may be required for each unit.

9.6 Association Records. The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Plat, any rules or regulations affecting LAKE RIDGE APARTMENTS, A CONDOMINIUM, and the Association's books, records and financial statements available for inspection during normal business hours by unit owners or by holders, insurers or guarantors of first mortgages secured by condominium units in LAKE RIDGE APARTMENTS, A CONDOMINIUM. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

10. RESIDENTIAL PURPOSE.

The condominium units and the apartments therein contained are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the By-Laws of the Association. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various units, selected by the Declarant, as "model" units and sales office, until such time as all units have been sold, or until such earlier time as may be determined by Declarant.

11. REPAIRS AND MAINTENANCE.

11.1 Individual Units. Each unit owner shall be responsible for keeping his unit, its structure and exterior, and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and maintenance which may at any time be necessary to maintain the good appearance and condition of his unit, all as is more fully set forth in the By-Laws of the Association. Upon failure of the unit owner to do so, the Association may accomplish repairs and maintenance to the units, as determined to be necessary by the Association, and assess the respective unit owner for the expenses thereof, after 30 days written notice to the unit owner, giving the owner opportunity to perform the needed maintenance or repair within such 30 day period.

~~11.2 Common Elements. See Amendment to Condominium Declaration, Section D, attached hereto.~~
~~11.2 Common Elements and Facilities. The Association~~ shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in a well-maintained good, clean, and attractive condition, order, and repair. Without in any way limiting the foregoing, this shall include all repair, maintenance and snow removal for roads, driveways, walkways and parking areas, and all grass cutting and mowing, and landscape maintenance, all as is more fully set forth in the By-Laws. All expenses of maintenance of the common elements and facilities shall be a common expense of the Association. The Association shall have authority over all additions, improvements and alterations to common elements and limited common elements. In the event any repair or maintenance of the common elements is necessitated by reason of the negligence or misuse of a unit owner or the tenant, guest or agent of a unit owner, such expense shall be charged and specifically assessed against the responsible unit owner.

~~11.3 Limited Common Elements. Each unit owner shall keep the limited common elements appurtenant to his unit in a well-maintained, good, clean, and attractive condition, all as is more fully set forth in the By-Laws.~~

11.3 Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owner, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owner as practical, and any damage caused thereby shall be repaired by the Association and treated as common expense except as allocable to an individual unit or units in the discretion of the Board of Directors.

12. DESTRUCTION AND RECONSTRUCTION.

12.1 Units. In the event of a partial or total damage or destruction of a unit, the repair and restoration of same shall be the responsibility of the individual unit owner, utilizing insurance upon the unit maintained by the individual unit owner. The unit shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than 5% from the number of square feet for such unit as originally constructed, the location of the buildings shall be substantially the same as prior to damage or destruction, and the unit shall contain the same number of apartments as before the damage or destruction.

12.2 Common Elements. In the event of a partial or total damage or destruction of any part of the common elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 13 hereof. However, in the case of damage or destruction the repair or reconstruction of which would exceed available insurance proceeds, or the sum of \$100,000 in the aggregate, the Association may determine not to rebuild or repair by written consent of unit owners with not less than seventy-five percent (75%) of the aggregate voting percentage in the Association (such written consent is not effective unless it is approved by the mortgagee of the unit, if any) within 90 days of the date of the damage or destruction. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the common elements and in accordance with the priority of interests in each unit. If it is determined to repair and rebuild, all costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the Association shall have the right to levy assessments as a common expense against all unit owners to the extent that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

13. INSURANCE.

13.1 Units. Individual unit owners shall provide and maintain fire and broad form extended coverage insurance on their unit and any portion thereof and accessory structures (including garages), in an amount not less than the full replacement value thereof from time to time. Premiums and payments for such insurance shall be an individual expense of the respective unit owners.

13.2 Common Elements. The Board of Directors of the Association shall provide and maintain broad form extended coverage insurance on the common elements and any portion thereof in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense.

In the event of partial or total destruction of common elements and the repair or reconstruction of same in accordance with Section 12 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

13.3 Combined Insurance. If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any additional insurance coverage which will not duplicate any insurance provided by the Association.

13.4 Liability Insurance. The Board of Directors shall also provide liability insurance covering the common elements and facilities and the limited common elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and

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employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

13.5 Terms of Insurance. To the extent possible, the insurance obtained by the Association shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, occupants, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, occupants, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

14. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, common element insurance, repair, maintenance and other expenses of the common elements and facilities pursuant to Section 11.2 herein, including common services provided to the unit owners such as trash removal, common lighting, grass cutting for common elements, snow removal, repair and maintenance of roads, drives, and parking areas, and common utilities and water service, shall be paid for by the Association. The Association shall make assessments against the unit owners and the units for such common expenses in accordance with the percentage of the undivided interest in the common and limited common elements and facilities relating to each unit, in the manner provided in the By-Laws of the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements and facilities or services or by abandonment of his unit; and no conveyance shall relieve the unit owner-grantor or his unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act. Assessments shall be made against the unit owners and the units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in

payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association.

See Amendment to Condominium Declaration, Section F, attached hereto.

15. PARTITION, SUBDIVISION; CONVERSION TO CONDOMINIUM

15.1 Partition. There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners.

15.2 Subdivision; Condominium Conversion. No unit may be subdivided or separated except that an individual unit owner may, pursuant to provisions of the Wisconsin Statutes, declare his unit to be a condominium for the purpose of selling or using the individual apartments as separate condominium units. Any condominium declaration for such unit shall specify the Association described herein as its "master association" under the Act, and shall further delegate all the existing powers and duties with regard to such unit to the Association as a master association under the Act, so that all powers and duties of the Association described herein shall be retained and exercised by the Association. The new condominium and its unit owners shall have and divide the ownership percentage, voting rights and obligations as to common expenses of the unit which was converted to condominium ownership.

16. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the common and limited common elements and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

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17. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

17.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television cable or antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities, including the limited common elements, to service the condominium Property.

17.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common elements and facilities, or limited common elements, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing, and unit and common element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of common elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

17.3 Rights of Ingress and Egress. Each unit owner shall have an unrestricted right of ingress and egress to and from his or her unit that shall be perpetual and pass with the unit upon transfers of ownership.

17.4 Binding Effect. All easements and rights described in this Section 17 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 17.

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18. RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

18.1 Rights of Action. If any unit owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association or any other unit owner may sue such unit owner for damages caused by the failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association.

18.2 No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

19. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership and except as provided in Section 5 herein, this Declaration may be amended with the written consent of unit owners with at least two-thirds (2/3) of the aggregate voting percentage in the Association. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Prior to the completion of construction and initial sale of all declared condominium units by Declarant, the consent in writing of the Declarant, or its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at the address on file with the Association.

See Amendment to Condominium Declaration, Section G, attached hereto.

20. NOTICES.

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the

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number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

21. RESIDENT AGENT.

The Resident Agent for the Condominium shall be Daniel C. Barker, W171 S7576 Lannon Drive, Muskego, Wisconsin 53150, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State of the State of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

22. MORTGAGEE RIGHTS.

22.1 The holder, insurer or guarantor of any first mortgage or land contract upon a unit in LAKE RIDGE APARTMENTS, A CONDOMINIUM ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent, shall be entitled to receive notice from the Association of the following matters:

22.1.1 Written notice as to any default or delinquency in the performance by the individual unit owner who is the Mortgagee's mortgagor as to any obligation under condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to the said mortgagor;

22.1.2 Written notice of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to the Declaration, the Articles of Incorporation of the Association, or the By-Laws of the Association in any material respect. A change to any of the following is considered material hereunder:

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- (a) voting rights;
- (b) assessments, assessment liens, or the priority of assessment liens;
- (c) reserves for maintenance and repairs;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the common or limited common elements;
- (f) redefinition of any unit boundaries;
- (g) expansion or contraction of LAKE RIDGE APARTMENTS, A CONDOMINIUM, or the addition, or withdrawal of property to or from the same;
- (h) insurance or fidelity bond;
- (i) leasing of units;
- (j) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- (k) a decision by the Association to establish self-management;
- (l) restoration or repair of LAKE RIDGE APARTMENTS, A CONDOMINIUM after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;
- (m) any action to terminate the legal status of LAKE RIDGE APARTMENTS, A CONDOMINIUM after substantial destruction or condemnation occurs; or
- (n) any provisions contained in the Declaration that expressly benefit mortgage holders, insurers or guarantors.

22.1.3 Written notice of any damage or destruction to the common elements of the condominium, which is in an aggregate amount exceeding \$50,000, at such time as such damage or destruction is known to the Board of Directors.

22.1.4 Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

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22.1.5 Written notice of any proposed action that requires the consent of a specified percentage of mortgagees.

22.2 Except as provided by the Act in the case of damage to or destruction of all or any part of the Property, or changing percentages of ownership, the Association shall not, unless the Mortgagees of at least two-thirds (2/3) of the units (including therein any units which are not mortgaged) have given their prior written consent:

22.2.1 Change the undivided percentage interest in the common elements of the condominium appurtenant to any unit, or the manner of making assessments for common expenses based upon such percentage.

22.2.2 Partition or subdivide any unit or common elements of the condominium, except that with respect to conversion of units to condominium form of ownership pursuant to Section 15 herein, approval of the Mortgagees of all affected units need only be obtained;

22.2.3 By act or omission seek to abandon or terminate the condominium or encumber or convey any part of the common elements of the condominium.

22.3 To be entitled to receive notification as provided for herein, the Mortgagee must send a written request to the Resident Agent of the Association, stating its name, address and the unit number or address on which it has a mortgage, insurance policy or guaranty.

23. NUMBER AND GENDER.

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

24. CAPTIONS.

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

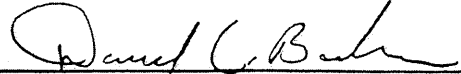
25. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

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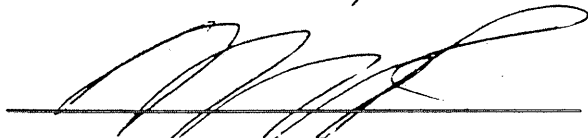
IN WITNESS WHEREOF, the said Barker Development, Inc., a Wisconsin Corporation, Declarant, has caused this document to be executed at Muskego, Wisconsin as of the date first set forth above.

BARKER DEVELOPMENT, INC.,
a Wisconsin Corporation

By: 
Daniel C. Barker, President

AUTHENTICATION

Signature of Daniel C. Barker as President of Barker Development, Inc. authenticated this 21 day of September 1993.


Title: Member, State Bar of
Wisconsin

This instrument was drafted by:

David L. Peterson
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

complete set

AMENDMENT TO CONDOMINIUM DECLARATION
LAKE RIDGE APARTMENTS, A CONDOMINIUM

This Amendment to the Condominium Declaration for Lake Ridge Apartments, a condominium, dated December 1991 and recorded on December 19, 1991, is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, this 25th day of July, 1993, by Barker Development, Inc., a Wisconsin corporation ("Declarant").

- A. Section 7 is amended to insert the following language:

7.3 Maintenance. All limited common elements are to be maintained and repaired by the Association. The original Condominium Plat is replaced with the Condominium Plat attached hereto as Exhibit A which defines all driveways and walkways as limited common elements.

- B. Section 8 is amended to reflect the percentage of undivided ownership interest as indicated on Exhibit B attached hereto. If all of the proposed units are not constructed, the units' owners proportionate share will be adjusted so that the aggregate percentage share of all unit owners will equal 100%.

- C. Section 9.2 is hereby amended to insert the following language:

Each unit owner shall be entitled to voting rights set forth in this section upon obtaining title to a unit.

- D. Section 11.2 is hereby deleted in its entirety and replaced with the following language:

Common Elements, Limited Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements, limited common elements and facilities and shall cause the same to be kept in a well-maintained good,

clean, and attractive condition, order and repair. Without in any way limiting the foregoing, this shall include all repair, maintenance and snow removal for roads, driveway, walkways and parking areas, and all grass cutting and mowing, and landscape maintenance, all as is more fully set forth in the By-Laws. All expenses of maintenance of the common elements, limited common elements and facilities shall be a common expense of the Association. The Association shall have authority over all additions, improvements and alterations to common elements and limited common elements. In the event any repair or maintenance of the common elements or limited common elements is necessitated by reason of the agent of a unit owner, such expense shall be charged and specifically assessed against the responsible unit owner.

- E. Section 11.3 is deleted.
- F. Section 14 is hereby amended to insert the following language:

Each unit owner shall act diligently in obtaining an occupancy permit for his/her/its unit upon substantial completion of construction. Common area expenses shall be divided equally among all unit owners for which an occupancy permit has been issued.

- G. Section 19 is hereby amended to delete the following sentence:

Prior to the completion of construction and initial sale of all declared condominium units by Declarant, a consent in writing of the Declarant, or its successors or assigns, shall also be required.

and replace it with the following sentence:

Prior to the completion of construction and the initial sale of 75% of all declared condominium units by Declarant, a consent in writing of the Declarant, or its successors or assigns, shall also be required.

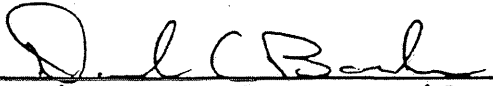
Section 19 is hereby further amended to insert the following:

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Notwithstanding anything contained in Section 19 to the contrary, no amendment to the Declaration shall be made which adversely affects the Declarant's ability to construct and sell the remaining units.

IN WITNESS WHEREOF, the said Barker Development, Inc., a Wisconsin corporation, Declarant, has caused this document to be executed in Muskego, Wisconsin on the date first set forth above.

BARKER DEVELOPMENT, INC.,
A Wisconsin Corporation

By: 
Daniel C. Barker, President

AUTHENTICATION

The signature of Daniel C. Barker authenticated this 25 day of July, 1993.


TITLE: MEMBER STATE BAR OF
WISCONSIN

This instrument was drafted by Denis J. Regan.

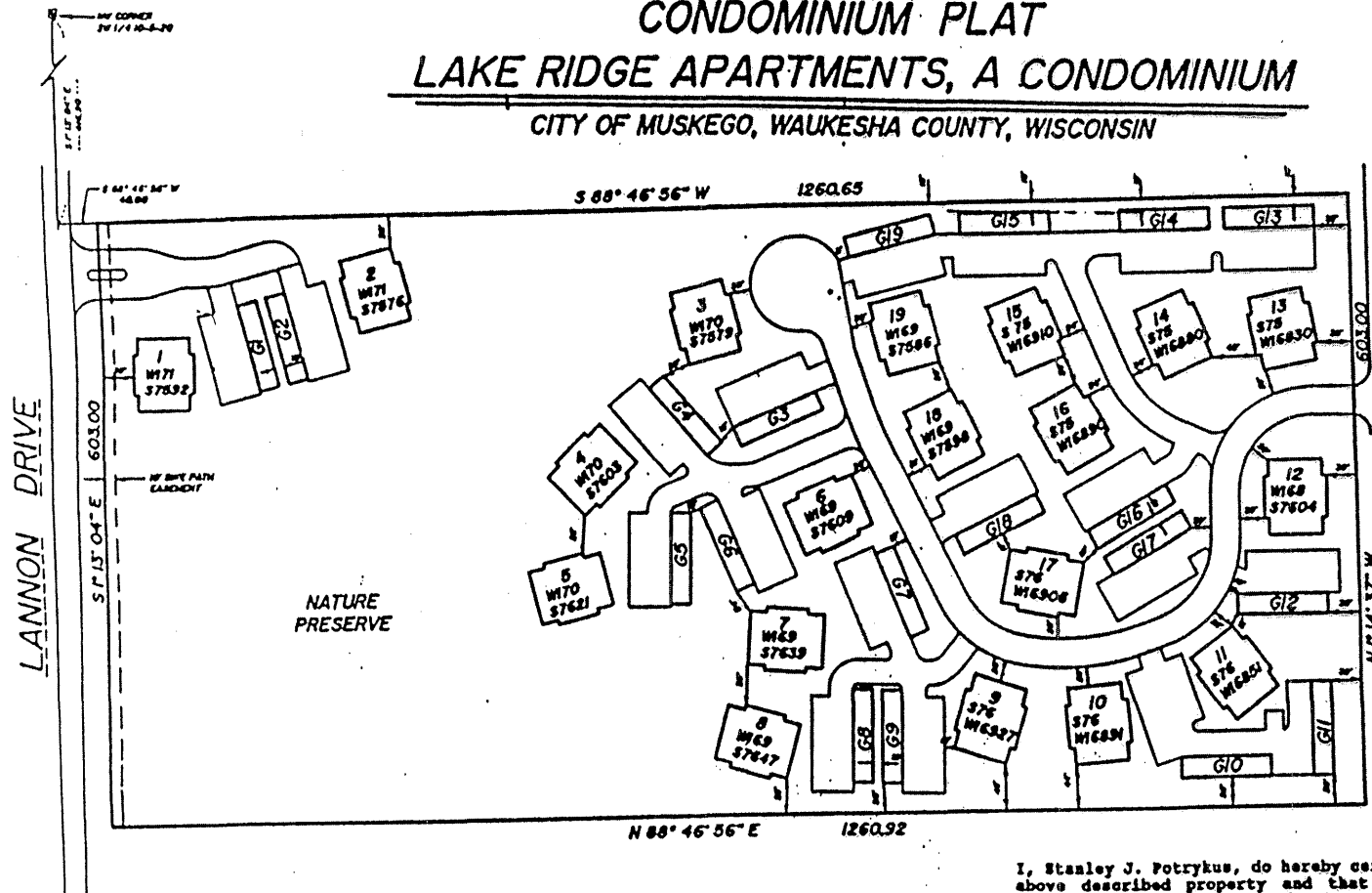
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CONDOMINIUM PLAT **LAKE RIDGE APARTMENTS, A CONDOMINIUM** CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN

LEGEND:

- CONDOMINIUM PROPERTY BOUNDARY
- UNIT LOCATION AREA
- GARAGE LOCATION AREA
- W169 37586 - DENOTES BUILDING ADDRESS
- BUILDINGS 1 & 2 ADDRESS LANNON DRIVE
- BUILDINGS 3 THRU 19 ADDRESS PARKLAND DRIVE



SEPTEMBER 25 1991

I, Stanley J. Potrykus, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements upon the said property.

This condominium plat is a correct representation of LAKE RIDGE APARTMENTS and the identification and location of each unit and the common elements can be determined from the plat. The common elements are defined to be all of the condominium property except the individual units described in this plat. The undersigned surveyor makes no certification as to the accuracy of diagrammatic floor plans of the condominium building(s) and units contained in the plat or the approximate dimensions of floor areas thereof.

[Signature]
 Stanley J. Potrykus, RLS, S-500

LEGAL DESCRIPTION: Parcel 1 in Certified Survey Map No. 6582, being a part of the NW 1/4 of the SW 1/4 of Section 10, T 5 N, R 20 E, in the City of Muskego, Waukesha County, Wisconsin.

All driveways and walkways shall constitute limited common elements as defined in the condominium declaration.

Approved: _____

"LAKE RIDGE APARTMENTS", A CONDOMINIUM

CONDOMINIUM PLAT
 PAGE 1 OF 15

EX 1815 A

Parcel 1 in Certified Survey Map No. 6552, being a part of the NW 1/4 of the SW 1/4 of Section 10, T 5 N, R 20 E, in the City of Muskego, Waukesha County, Wisconsin.

EXHIBIT B

<u>Unit Number</u>	<u>Address</u>	<u>Ownership Percentages</u>
Unit 1	W171 S7592 Lannon Dr.	5.26%
Unit 2	W171 S7576 Lannon Dr.	5.26%
Unit 3	W170 S7579 Gregory Dr.	5.26%
Unit 4	W170 S7603 Gregory Dr.	5.26%
Unit 5	W170 S7621 Gregory Dr.	5.26%
Unit 6	W169 S7609 Gregory Dr.	5.26%
Unit 7	W169 S7639 Gregory Dr.	5.26%
Unit 8	W169 S7647 Gregory Dr.	5.26%
Unit 9	S76 W16927 Gregory Dr.	5.26%
Unit 10	S76 W16891 Gregory Dr.	5.26%
Unit 11	S76 W16851 Gregory Dr.	5.26%
Unit 12	W168 S7604 Gregory Dr.	5.26%
Unit 13	S75 W16830 Gregory Dr.	5.26%
Unit 14	S75 W16880 Gregory Dr.	5.26%
Unit 15	S75 W16910 Gregory Dr.	5.26%
Unit 16	S75 W16890 Gregory Dr.	5.26%
Unit 17	S76 W16906 Gregory Dr.	5.26%
Unit 18	W169 S7598 Gregory Dr.	5.26%
Unit 19	W169 S7586 Gregory Dr.	5.26%
	TOTAL	100%

1924R

AFFIDAVIT

STATE OF WISCONSIN)) ss.
MILWAUKEE COUNTY)

DANIEL C. BARKER, being duly sworn on oath deposes and states
as follows:

1. I am the currently President of Barker Development, Inc., a Wisconsin corporation, which is duly organized and validly existing in the State of Wisconsin.

2. Barker Development, Inc. is currently the owner of more than sixty-seven (67%) percent of the Units in the Lakeridge Apartments, a Condominium and currently holds more than sixty-seven (67%) percent of the aggregate voting percentage of the Lakeridge Association, Ltd.

Daniel C. Barker

Subscribed and sworn to before me
this 23 day of July, 1993.

Notary Public, State of Wisconsin
My commission: *expired*

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
LAKE RIDGE APARTMENTS, A CONDOMINIUM

WHEREAS, the Declaration of Condominium of Lake Ridge Apartments, A Condominium, was duly recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on the 19th day of December, 1991, in Reel 1390, at Images 186 through 202 inclusive, as Document No. 1692863; and

WHEREAS, said Declaration of Condominium was duly amended by virtue of an Amendment recorded on October 25, 1993, in Reel 1811, at Image 110, as Document No. 1894310; and

WHEREAS, more than seventy-five (75%) per cent of the units of said Condominium have been constructed and sold; and

WHEREAS, the undersigned represent greater than two-thirds (2/3rds) of the aggregate voting percentage in the Association.

NOW, THEREFORE, the aforesaid Declaration of Condominium, as amended, is hereby further amended in the following respects:

1. ¶B of the aforesaid Amendment to Condominium Declaration is hereby repealed. All nineteen (19) units originally contemplated shall be, from the date of recording of this Amendment forward, subject to assessment regardless of whether or not buildings are constructed on said units, regardless of whether or not occupancy permits are in existence for said units.

2. The second sentence of ¶F of the aforesaid Amendment to Condominium Declaration is hereby deleted in its entirety and replaced with the following language:

"Common area expenses shall be divided equally among all unit owners for all declared units of the Condominium, whether or not construction has occurred on any such unit and whether or not occupancy permits have been issued for said units."

3. Nothing contained in this Second Amendment to Condominium Declaration shall in any way be construed as adversely affecting the Declarant's ability to construct and sell the remaining units.

4. In the event of any inconsistency between the original Declaration of Condominium or the prior Amendment to Declaration of Condominium and this document, this document shall control.

5. This Second Amendment to Declaration of Condominium shall be binding upon all current unit owners, their respective heirs, personal representatives, successors and assigns.

6. This document may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 12 day of March, 1995.

Unit 19:

Carol A. Pinkella
Carol A. Pinkella
Bertram W. Coleman
Bertram W. Coleman

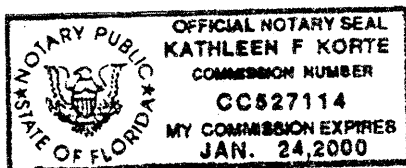
Mortgagee:

STATE BANK OF HALES CORNERS, n/k/a
STATE FINANCIAL BANK

By: John B. Beckwith

Florida
STATE OF WISCONSIN)
COUNTY OF Township) SS.

Personally came before me, this 12 day of March, 1996, the above named CAROL A. PINKELLA and BERTRAM W. COLEMAN, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Kathleen F. Korte
Notary Public, State of Wisconsin
My commission 1-24-2000

STATE OF WISCONSIN)
COUNTY OF Milwaukee) SS.

Personally came before me, this 19th day of March, 1996, JOHN B. BECKWITH, PRESIDENT, of STATE BANK OF HALES CORNERS, n/k/a STATE FINANCIAL BANK, to me known to be the person who executed the foregoing instrument, and to me known to be such PRESIDENT of said STATE BANK OF HALES CORNERS, n/k/a STATE FINANCIAL BANK, acknowledged that he executed the foregoing instrument as such officer as the deed of said STATE BANK OF HALES CORNERS, n/k/a STATE FINANCIAL BANK, by its authority.

Elizabeth G. Limbke
Notary Public, State of Wisconsin
My commission 6/16/99

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5. This Second Amendment to Declaration of Condominium shall be binding upon all current unit owners, their respective heirs, personal representatives, successors and assigns.

6. This document may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 11th day of April, 1996.

Units 4, 16 and 17.

Mortgagee:

Richard J. Surges
Richard J. Surges

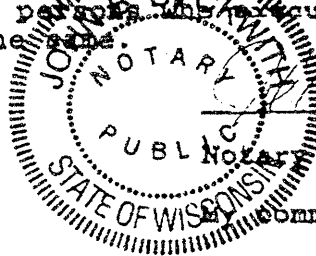
STATE BANK OF HALES CORNERS, n/k/a
STATE FINANCIAL BANK

Melissa A. Surges
Melissa A. Surges

By: John B. Beckwith

STATE OF WISCONSIN)
COUNTY OF Matw) SS.

Personally came before me, this _____ day of _____, 1996, the above named RICHARD J. SURGES and MELISSA A. SURGES, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



John B. Beckwith
Notary Public, State of Wisconsin
Commission 10/4/95

STATE OF WISCONSIN)
COUNTY OF Matw) SS.

Personally came before me, this 11th day of April, 1996, John B. Beckwith, President, of STATE BANK OF HALES CORNERS, n/k/a STATE FINANCIAL BANK, to me known to be the person who executed the foregoing instrument, and to me known to be such Authorized Officer of said STATE BANK OF HALES CORNERS, n/k/a STATE FINANCIAL BANK, acknowledged that he executed the foregoing instrument as such officer as the deed of said STATE BANK OF HALES CORNERS, n/k/a STATE FINANCIAL BANK, by its authority.

Elizabeth A. Linn
Notary Public, State of Wisconsin

My commission 6/6/94

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5. This Second Amendment to Declaration of Condominium shall be binding upon all current unit owners, their respective heirs, personal representatives, successors and assigns.

6. This document may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 11th day of March, ~~1995~~ 1996.

Unit 5:

Stanley E. Albinak

Cynthia A. Albinak

Mortgagee:

STATE BANK OF HALES CORNERS, n/k/a
STATE FINANCIAL BANK

By:

John B. Beckwith
John B. Beckwith, President

STATE OF WISCONSIN)
) SS.
COUNTY OF Milwaukee)

Personally came before me, this 11th day of March, 1996, the above named STANLEY E. ALBINAK and CYNTHIA A. ALBINAK to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Elizabeth A. Lembke
Elizabeth A. Lembke
Notary Public, State of Wisconsin

My commission June 6, 1999

STATE OF WISCONSIN)
) SS.
COUNTY OF Milwaukee)

Personally came before me, this 11th day of March, 1996, John B. Beckwith, President, of STATE BANK OF HALES CORNERS, n/k/a STATE FINANCIAL BANK, to me known to be the person who executed the foregoing instrument, and to me known to be such officer of said STATE BANK OF HALES CORNERS, n/k/a STATE FINANCIAL BANK, acknowledged that he executed the foregoing instrument as such officer as the deed of said STATE BANK OF HALES CORNERS, n/k/a STATE FINANCIAL BANK, by its authority.

Elizabeth A. Lembke
Elizabeth A. Lembke
Notary Public, State of Wisconsin

My commission June 6, 1999

E-30

Units 3 and 15:

Kenneth M. Wimmer
Kenneth M. Wimmer

Patricia J. Wimmer
Patricia J. Wimmer

Mortgagee:

EQUITABLE BANK-STATE SAVINGS BANK

By: [Signature]

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 16th day of January,
1996, the above named KENNETH M. WIMMER and PATRICIA J. WIMMER, to
me known to be the persons who executed the foregoing instrument
and acknowledged the same.

[Signature]
Joan Birner
Notary Public, State of Wisconsin

My commission expires 10-10-99

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 16th day of January,
1996, Merrel W. Hetznecker, Vice-President, of EQUITABLE BANK-STATE
SAVINGS BANK, to me known to be the person who executed the
foregoing instrument, and to me known to be such _____ of
said EQUITABLE BANK-STATE SAVINGS BANK, acknowledged that he
executed the foregoing instrument as such officer as the deed of
said EQUITABLE BANK-STATE SAVINGS BANK, by its authority.

[Signature]
Joan Birner
Notary Public, State of Wisconsin

My commission expires 1010-99

Unit 10:

Kenneth J. Sieth
Kenneth J. Sieth
Cherie L. Sieth
Cherie L. Sieth

Mortgagee:

NORTH SHORE BANK, FSB

By: Richard J. Socher
RICHARD J. SOCHER - V.P.

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE

Personally came before me, this 28 day of NOVEMBER, 1995, the above named KENNETH J. SIETH and ~~CHEERIE~~ L. SIETH, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

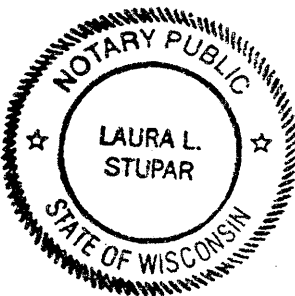
Heidi M. Schley
Notary Public, State of Wisconsin
My commission 8-16-98

STATE OF WISCONSIN)
) SS.
COUNTY OF Racine

Personally came before me, this 15th day of December, 19995, Richard J. Socher, Vice President, of NORTH SHORE BANK, FSB, to me known to be the person who executed the foregoing instrument. and to me known to be such person of said NORTH SHORE BANK, FSB, and acknowledged that he executed the foregoing instrument as such officer as the deed of said NORTH SHORE BANK, FSB, by its authority.

Laura L. Stupar

Notary Public, State of Wisconsin
My commission 9/5/99

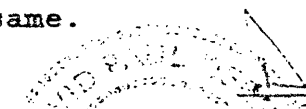


Gary A. Gerlach
Gary A. Gerlach

Jill E. Gerlach
Jill E. Gerlach

By:

same.

 *David Paul J. Kasper*
Notary Public, State of Wisconsin
My commission April 6, 1997

E-33

Unit 14:

REITHS, INC.

By: *Russell Reith*

Russell Reith

Mortgagee:

ASSOCIATED BANK

By: *James H. Boelch*

STATE OF WISCONSIN)
) SS.
 COUNTY OF Waukesha

1995, Russell Reith, Personally came before me, this 29 day of NOV., of the above named REITHS, INC., to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

B. J. G. L.
 Notary Public, State of Wisconsin
 My commission 11/11/98

STATE OF WISCONSIN)
) SS.
 COUNTY OF _____)

Personally came before me, this _____ day of _____, 199__, the above named RUSSELL REITH, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My commission _____

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STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.

Personally came before me, this 27th day of NOVEMBER, 1995, JAMES BOBERT, VICE PRESIDENT, of ASSOCIATED BANK, to me known to be the person who executed the foregoing instrument, and to me known to be such VICE PRESIDENT of said ASSOCIATED BANK, and acknowledged that he executed the foregoing instrument as such officer as the deed of said ASSOCIATED BANK, by its authority.

Scott K. Kucera
Notary Public, State of Wisconsin

My commission 6-7-98

E-35

Unit 18:

Michael R. Roth
Michael R. Roth

Mortgagee:

MITCHELL SAVINGS BANK

Sandra J. Roth
Sandra J. Roth

By: Bruce K. Andrich
BRUCE K. ANDRICH

STATE OF WISCONSIN)
COUNTY OF Milwaukee) SS.

Personally came before me, this 6th day of December, 1996, the above named MICHAEL R. ROTH and SANDRA J. ROTH, to me know to be the persons who executed the foregoing instrument and acknowledged the same.

Linda K. Kelser
Linda K. Kelser
Notary Public, State of Wisconsin

My commission 10-27-96

STATE OF WISCONSIN)
COUNTY OF Will)

Personally came before me, this 6TH day of DECEMBER 1995, BRUCE. ANDRICH VICE PRESIDENT, of MITCHELL SAVINGS BANK, to me know to be the person who executed the foregoing instrument, and to me known to be such VICE PRESIDENT of said MITCHELL SAVINGS BANK, acknowledged that he executed the foregoing instrument as such officer as the deed of said MITCHELL SAVINGS BANK, by its authority.

GLORIA J. KRESSUK
NOTARY PUBLIC
STATE OF WISCONSIN

Gloria J. Kressuk
Notary Public, State of Wisconsin
My commission 6-1-97

E-36

This instrument was drafted by:

Richard J. Rakita
Attorney at Law
State Bar No. 01013643
757 North Water Street
Milwaukee, WI 53202-3508

Telephone: (414) 271-4008
Telefax: (414) 271-6623

E-37

**CONDOMINIUM PLAT
FOR
LAKE RIDGE APARTMENTS,
A CONDOMINIUM**

CONDOMINIUM PLAT **LAKE RIDGE APARTMENTS, A CONDOMINIUM** CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN

LEGEND:

— CONDOMINIUM PROPERTY BOUNDARY



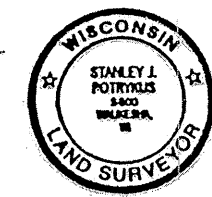
— UNIT LOCATION AREA



— GARAGE LOCATION AREA

W169 — DENOTES BUILDING ADDRESS
 S7586

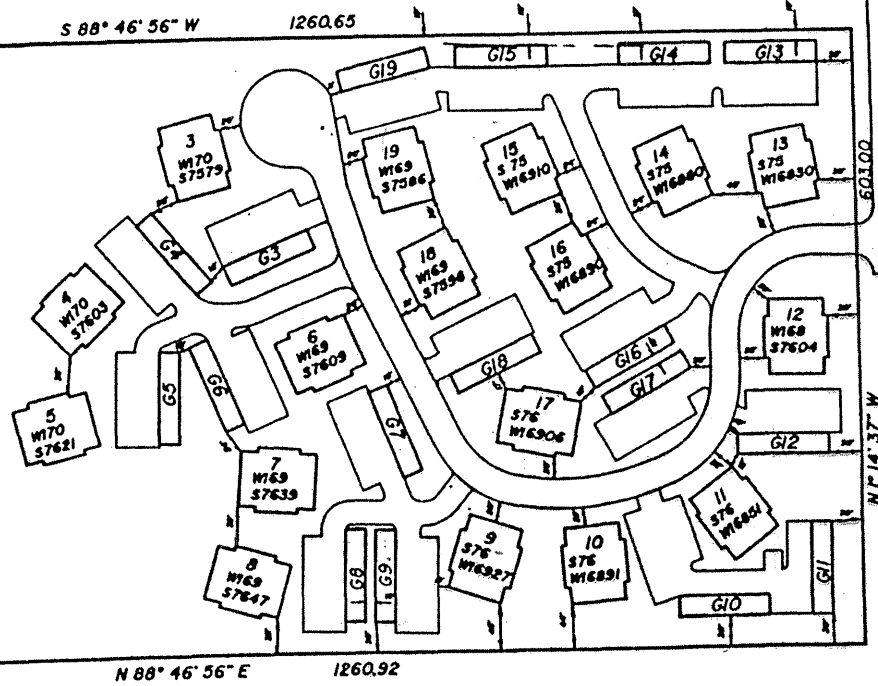
BUILDINGS 1 & 2 ADDRESS LANNON DRIVE
 BUILDINGS 3 THRU 19 ADDRESS PARKLAND DRIVE



SEPTEMBER 25, 1991

LANNON DRIVE

PARKLAND DRIVE



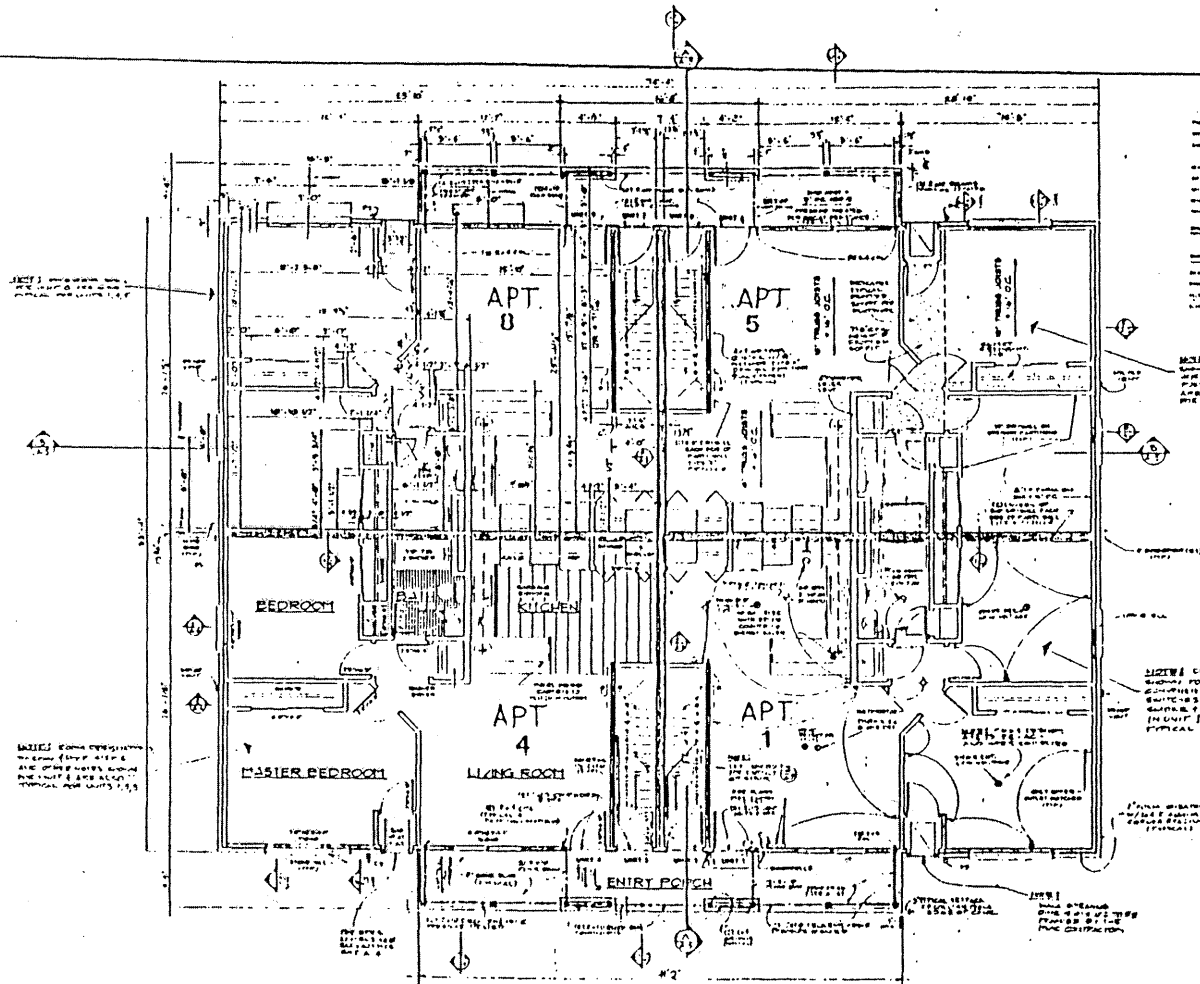
LEGAL DESCRIPTION: Parcel 1 in Certified Survey Map No. 6552, being a part of the NW 1/4 of the SW 1/4 of Section 10, T 5 N, R 20 E, in the City of Muskego, Waukesha County, Wisconsin.

I, Stanley J. Potrykus, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements upon the said property.

This condominium plat is a correct representation of LAKE RIDGE APARTMENTS and the identification and location of each unit and the common elements can be determined from the plat. The common elements are defined to be all of the condominium property except the individual units described in this plat. The undersigned surveyor makes no certification as to the accuracy of diagrammatic floor plans of the condominium building(s) and units contained in the plat or the approximate dimensions of floor areas thereof.

[Signature]
 Stanley J. Potrykus, RLS, S-500

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FIRST FLOOR PLAN

HEAT LOSS / SQ. FT.

Room	Area (sq. ft.)	Heat Loss (BTU/hr)
APT 8	1,200	1,200
APT 5	1,200	1,200
APT 4	1,200	1,200
APT 1	1,200	1,200

NOTE: SEPARATE
HEAT LOSS FOR EACH
UNIT IS SHOWN IN
THIS PLAN. SEE UNIT
SPECIFICATIONS FOR
HEAT LOSS DATA.

NOTE: SEPARATE
HEAT LOSS FOR EACH
UNIT IS SHOWN IN
THIS PLAN. SEE UNIT
SPECIFICATIONS FOR
HEAT LOSS DATA.

JAS

DESIGNER
ARCHITECT
1000 N. 1ST ST.
MILWAUKEE, WI 53233



DESIGNER
ARCHITECT
1000 N. 1ST ST.
MILWAUKEE, WI 53233

DESIGNER
ARCHITECT
1000 N. 1ST ST.
MILWAUKEE, WI 53233

LAKE RIDGE

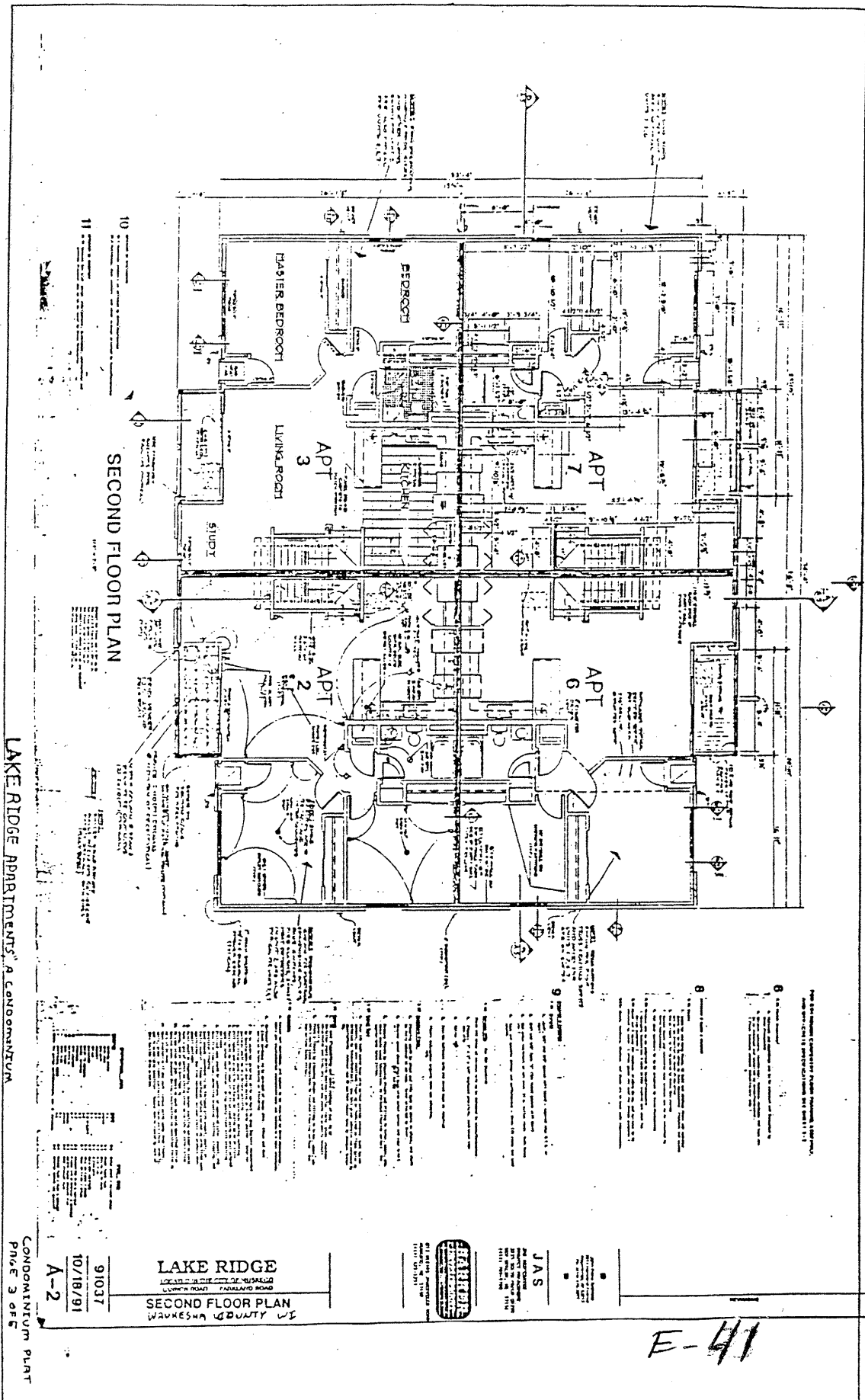
FIRST FLOOR PLAN
MILWAUKEE, WISCONSIN

91037

10/18/91

A-1

E-40



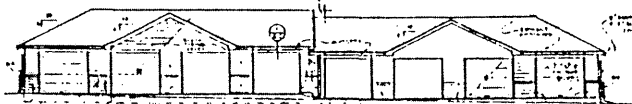
Design to be based on a particular structural steel to complete
 and the following quantity of LBS AS L to be included in the
 amount of framing required.

Steel quantities are to be submitted in the form of a schedule. Steel
 quantities are to be submitted in the form of a schedule.



BACK ELEVATION

FOR GARAGE 8-10 REVERSE SIDE



FRONT ELEVATION

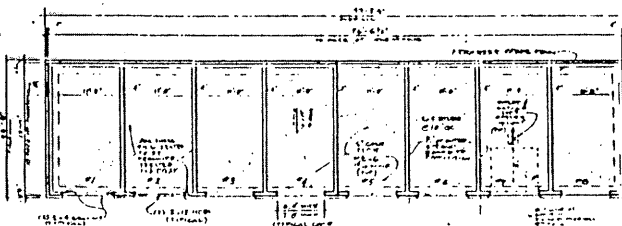
FOR GARAGE 8-10 REVERSE SIDE



SIDE ELEVATION
LOWER END

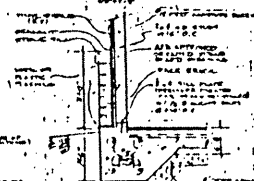
EAVE DETAIL

3/4" x 1/2"

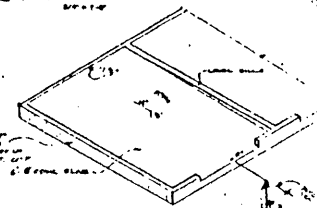


GARAGE FLOOR PLAN

3/4" x 1/2"



TYPICAL GRADE BEAM DETAIL



FORMED SLAB

GARAGE NOS. 8-10

NOTE: GARAGE APPROVAL INTENDED TO BE CONDUCTED BY CITY OF MUSKEGO ONLY

JAS



517 NORTH PINE STREET
 MUSKEGO, WIS. 54228
 1991-1992

DATE: 10/18/91
 BY: JAS
 SCALE: 1/4" = 1'-0"

LAKE RIDGE

STEPPED GARAGE PLAN,
 ELEVATIONS AND DETAILS

91037

10/18/91

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LAKE RIDGE APARTMENTS, A CONDOMINIUM

CONDOMINIUM PLAT
 PAGE 4 OF 5

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1. What is the purpose of the following passage?

a. To inform the reader about the importance of the study.
b. To persuade the reader to support the study.
c. To entertain the reader with a story.
d. To provide a detailed account of the study.

2. What is the main idea of the passage?

a. The study was conducted in a laboratory setting.
b. The study was conducted in a field setting.
c. The study was conducted in a hospital setting.
d. The study was conducted in a school setting.

3. What is the purpose of the following passage?

a. To inform the reader about the importance of the study.
b. To persuade the reader to support the study.
c. To entertain the reader with a story.
d. To provide a detailed account of the study.

4. What is the main idea of the passage?

a. The study was conducted in a laboratory setting.
b. The study was conducted in a field setting.
c. The study was conducted in a hospital setting.
d. The study was conducted in a school setting.

5. What is the purpose of the following passage?

a. To inform the reader about the importance of the study.
b. To persuade the reader to support the study.
c. To entertain the reader with a story.
d. To provide a detailed account of the study.

6. What is the main idea of the passage?

a. The study was conducted in a laboratory setting.
b. The study was conducted in a field setting.
c. The study was conducted in a hospital setting.
d. The study was conducted in a school setting.

7. What is the purpose of the following passage?

a. To inform the reader about the importance of the study.
b. To persuade the reader to support the study.
c. To entertain the reader with a story.
d. To provide a detailed account of the study.

8. What is the main idea of the passage?

a. The study was conducted in a laboratory setting.
b. The study was conducted in a field setting.
c. The study was conducted in a hospital setting.
d. The study was conducted in a school setting.

9. What is the purpose of the following passage?

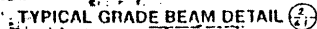
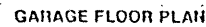
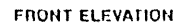
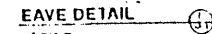
a. To inform the reader about the importance of the study.
b. To persuade the reader to support the study.
c. To entertain the reader with a story.
d. To provide a detailed account of the study.

10. What is the main idea of the passage?

a. The study was conducted in a laboratory setting.
b. The study was conducted in a field setting.
c. The study was conducted in a hospital setting.
d. The study was conducted in a school setting.

[illegible]

Buyer will be entitled to a refund of the purchase price of the goods if the goods are not delivered within the period of 30 days after the date of the contract.



GARAGE NOS.

NOTE: GARAGE APPROVAL INTENDED TO BE CONDUCTED BY CITY OF MUSKEGO ONLY

JAS
JANUARY 1970
JANUARY 1970
JANUARY 1970
JANUARY 1970

— 財政部財政廳 —

[illegible]

LAKE RIDGE
LOCATED IN THE CITY OF WASHINGTON
COLUMBIA ROAD 2000 K.L. 700 ROAD
GARAGE PLAN AND ELEV.
AND DETAILS
WAKESMAN, ED, WT

91037

10/18/91

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LAKE RIDGE APARTMENTS, A CONDOMINIUM

CONDOMINIUM PLAT
PAGE 5 OF 5

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ARTICLES OF INCORPORATION
OF
LAKE RIDGE ASSOCIATION, LTD.
(A Non-Stock, Non-Profit Corporation)

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be LAKE RIDGE ASSOCIATION, LTD. (the "Association").

ARTICLE II

Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Association is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for LAKE RIDGE APARTMENTS, A CONDOMINIUM, as recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within

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the purposes for which a non-stock, non-profit corporation might be organized under the Wisconsin Nonstock Corporation Law.

ARTICLE IV

Powers

The Association shall have and exercise all of the powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, or the Declaration, or the By-Laws, including without limitation, the following:

(a) To exercise management and control of the common elements and facilities and limited common elements as described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common elements and facilities and limited common elements to the extent set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements and facilities and limited common elements as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;

(g) To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and

(j) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

ARTICLE V

Members

All owners of units in LAKE RIDGE APARTMENTS, A CONDOMINIUM shall be entitled and required to be members of the Association, and membership shall be limited to such owners. The respective rights, qualifications and obligations of membership shall be set forth in the By-Laws of the Association.

ARTICLE VI

Principal Office and Registered Agent

The location of the initial principal office of the Association shall be S73 W16485 Janesville Road, Muskego, Waukesha County, Wisconsin 53150, and the initial registered agent at such address shall be Daniel C. Barker.

ARTICLE VII

Directors

The number of directors of the corporation shall be as fixed in the By-Laws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided in the By-Laws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Daniel C. Barker
S73 W16485 Janesville Road
Muskego, WI 53150

Susan T. Barker
S73 W16485 Janesville Road
Muskego, WI 53150

Todd M. Geisert
W191 S7474 Bayshore Drive
Muskego, WI 53150

ARTICLE VIII

Officers

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall have and exercise the powers and duties assigned in the By-Laws.

ARTICLE IX

Incorporator

The name and address of the incorporator of this Association is:

David L. Petersen
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

ARTICLE X

Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, and the removal of LAKE RIDGE APARTMENTS, A CONDOMINIUM from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the

BY-LAWS
OF
LAKE RIDGE ASSOCIATION, LTD.

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of Lake Ridge Association, Ltd., and the Condominium Declaration for Lake Ridge Apartments, a Condominium, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter the "Declaration"), the following are adopted as the By-Laws of Lake Ridge Association, Ltd. (hereinafter sometimes referred to as the "Association"), which is a non-profit, non-stock corporation formed and organized to serve as an association of unit owners who own real estate and improvements (hereinafter the "Property") under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

Members, Voting and Meetings

2.1 MEMBERS. The rights and qualifications of the members are as follows:

a. Defined. Members of the Association shall be all unit owners as the term "unit" is defined in Section 5 of the Declaration. Every unit owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

b. One Membership and Vote Per Unit. One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split, and shared membership interests with regard to a single unit must be voted by one person pursuant to the designation of that person contained in the Membership List. If a unit is sold under a land contract, the land contract vendee shall be entitled to cast the vote appurtenant to the unit. Notwithstanding the provisions of

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this section, if the Association has filed a statement of condominium lien against a unit and the amount necessary to release such lien has not been paid at the time of an Association meeting, the owners of such unit shall not be entitled to vote at such meeting.

c. **Membership List.** The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address to which notice of meetings of the Association shall be sent, the mortgagee of the unit, if any, and the person designated to cast the vote pertaining to such unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the unit.

d. **Transfer of Membership.** Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, name of the person designated to vote, the mortgagee of the unit, if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide Membership Certificates to its members.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meetings shall consist of a majority of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 ACT BY MAJORITY. The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Condominium Ownership Act of Wisconsin.

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2.4 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all unit owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than ninety (90) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.5 ANNUAL AND SPECIAL MEETINGS. The annual meeting shall be held on the second Tuesday in November of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with no less than thirty percent (30%) of the votes in the Association.

ARTICLE III

Board of Directors

3.1 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

3.2 INITIAL BOARD OF DIRECTORS. The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of the Association, to serve until control of the Association passes to the unit owners pursuant to terms of the Declaration. Notwithstanding the foregoing, prior to the conveyance of 25% of the common element interests in Lake Ridge Apartments, a Condominium to purchasers, an Association meeting shall be held and unit owners other than Declarant shall elect at least 25% of the Board of Directors. Prior to the conveyance of 50% of the common element interests by Declarant to purchasers, an Association meeting shall be held and the unit owners other than Declarant shall elect at least one-third (1/3) of the Board of Directors.

3.3 NUMBER AND QUALIFICATIONS OF DIRECTORS. After control of the Association passes to the unit owners pursuant to terms of the Declaration, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 3.4 below. Each member of the Board of Directors shall be a member of the

Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.4 ELECTION AND TERM OF DIRECTORS. At the first annual meeting of the Association after Association control passes to the unit owners, the members shall elect five (5) directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

(a) Three (3) directors whose terms will expire after one (1) year, at the next annual meeting of the Association (Class "A" Directors).

(b) Two (2) directors whose terms will expire after two (2) years, at the second annual meeting of the Association after their election (Class "B" Directors).

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.5 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 ANNUAL MEETING AND NOTICE. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 REGULAR MEETINGS AND NOTICE. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.9 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.10 WAIVER OF NOTICE. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 QUORUM OF DIRECTORS-ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.12 FIDELITY BONDS. The Board of Directors shall require that officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

Officers

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Vice-President, or a combination of the offices of President and Secretary, may be held by the same person.

4.2 PRESIDENT. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all

meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.

4.3 VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List and the issuance of Membership Certificates for the Association.

4.5 TREASURER. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such

coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 INDEMNIFICATION OF OFFICERS AND DIRECTORS. The corporation shall, to the fullest extent permitted or required by Sections 181.041 to 181.053, inclusive, of the Wisconsin Nonstock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the corporation. The corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in this Section 11.4 and not otherwise defined herein shall have the meaning set forth in Section 181.041 of the Statute.

The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under the foregoing paragraph by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the corporation would be obligated to indemnify or advance Expenses to such Director or Officer under the foregoing paragraph, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

4.8 COMPENSATION. No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

Declarant Control

Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association until the earlier of: (a) three (3) years after the first sale of a unit in LAKE RIDGE APARTMENTS, A CONDOMINIUM by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of

the common element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Condominium Ownership Act of Wisconsin. Each owner of a condominium unit in LAKE RIDGE APARTMENTS, A CONDOMINIUM shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association.

ARTICLE VI

Operation of the Property

6.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of \$10,000 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association shall contract for management services or a managing agent with respect to the administration and operation of the condominium.

6.2 RULES AND REGULATIONS. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall

prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the Condominium as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable in installments. If not paid on or before the due date, the assessment shall bear interest at the prevailing prime rate of interest as specified in the Wall Street Journal (or a comparable publication if the Wall Street Journal is no longer published), determined as of the first day of each month, until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of maintenance and repair of the common elements, management services, water and sewer charges, insurance on the common elements, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as road repair, paving, or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the unit owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the unit owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefor. Any charges against the reserve

fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the unit owners in subsequent years.

The annual budget shall be prepared and determined by November 1st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the Association votes, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than fifty percent (50%) of the Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

6.5 WORKING CAPITAL FUND. A working capital fund shall be established equal to two months' initial estimated common expenses for each unit in LAKE RIDGE APARTMENTS, A CONDOMINIUM. The working capital fund shall be used to meet unforeseen expenditures or to purchase additional equipment or services, and any amount paid into the working capital fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the first sale of the unit is closed and title to the unit is conveyed by the Declarant. While Declarant is in control of the Association, Declarant shall not use any part of the working capital fund to defray its expenses or construction costs or to make up any budget deficits. When control is transferred to the Association, the working capital fund shall be transferred to the Association for deposit into the reserve fund.

6.6 COMMENCEMENT OF PAYMENTS. Each unit in the condominium shall begin paying monthly payments of common expenses to the Association as of the date of the first transfer of title to such unit by the Declarant. Such monthly payments of common expenses shall be in accordance with the proposed annual budget prepared by Declarant for the Association. Until such time as a unit in the condominium has been sold by Declarant, or until 6 months after the date construction of a unit is completed, whichever

shall first occur, Declarant shall not be required to pay monthly common expenses or reserve funds to the Association with regard to unsold units. However, during such time Declarant shall be responsible for paying any deficiency in operating expenses of the Association which are not covered by the assessments paid by unit owners pursuant to the annual budget. Declarant shall make customary payments of monthly assessments as to unsold units owned by Declarant beginning no later than 6 months after the date construction of a unit is completed, evidenced by issuance of an occupancy permit for such unit. At such time as Declarant is making customary payments of assessments pursuant to the annual budget as to all units owned by Declarant, whether or not Declarant is required to do so, Declarant shall no longer be responsible for paying any deficiency in operating expenses of the Association.

6.7 DEFAULT AND LIENS. All assessments, until paid, together with interest at the prime rate (as described in Section 6.3) and actual costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the common elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repairs and Maintenance

7.1 INDIVIDUAL UNITS. Each unit owner, at his sole expense, shall be responsible for keeping the interior of his unit, as well as its structure and exterior, and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each unit owner must perform properly or cause to be performed all maintenance and repair work to or within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners. Upon failure of the unit owner to maintain his unit, the Association may accomplish necessary repairs and maintenance and assess the respective unit owner for the costs and expenses thereof, after thirty (30) days written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within such thirty (30) day period.

Without in any way limiting the foregoing, each unit will owner shall be responsible for the following:

- All painting, repairing, restoration, maintenance, and decorating of building exteriors, foundations, walls and roofs, including exterior doors, windows and balconies;

- Decorating and keeping the interior of the unit in good repair;

- Maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio doors, garage doors, garages, screens and screening;

- Maintenance and repair of lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, and water softeners.

Upon failure of the unit owner to do so, the Association may accomplish repairs and maintenance to the unit, as determined to be necessary by the Association, and assess the respective unit owner for the costs and expenses thereof, after thirty (30) days written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within such thirty (30) day period.

For purposes of uniformity of external appearance and quality, the Association may specify the type and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, windows, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

7.2 COMMON ELEMENTS AND FACILITIES. The Association shall be responsible for the management and control of the common elements and facilities and limited common elements, and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual unit owners are responsible therefor as provided hereinafter with respect to limited common elements. The Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a unit owner, or the tenant, guest or agent of a unit owner, in which case such expense shall be charged and specially assessed to such unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the common elements:

- All cleaning, painting, repair, restoration and general maintenance of the common property;

-- All maintenance, repair and restoration of roads, roadways, driveways, walkways, and parking areas;

-- Snow and ice removal from roads, roadways, driveways, walkways, and parking areas;

-- Lawn care, landscaping, tree cutting, erosion control, and general care and maintenance of any plantings and shrubberies which may from time to time be located within the common elements;

-- Care and maintenance of the Nature Preserve and hiking and walking trails;

-- Necessary care and maintenance of utility services and lines within the common elements, including master television and communication cables, lines or antennae, and utility connection to mains;

7.3 LIMITED COMMON ELEMENTS. See Amendment to By-Laws, attached hereto.

~~7.3 LIMITED COMMON ELEMENTS. Each unit owner, at his sole expense, shall be responsible for keeping the limited common elements appurtenant to his unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No objects or structures shall be placed upon the limited common elements without the prior written consent of the Board of Directors of the Association.~~

7.4 ASSOCIATION SERVICES. The Association may provide any service or maintenance requested by a unit owner or owners with respect to individual units or limited common elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefor.

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 RULES AND REGULATIONS. The units and the common elements and facilities and limited common elements (herein sometimes called the "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following:

(a) Apartments. No unit owner, lessee or occupant shall occupy or use an apartment, as that term is defined in Section 5.2.3 of the Declaration, or the common elements, or permit the same or any part thereof to be occupied or used, for any purpose other than residential purposes. No trade or business shall be conducted on the condominium property or from any unit, except that one apartment within each unit may be used as a model for purposes of selling additional units or renting individual apartments.

(b) Occupancy. Individual apartments within units in LAKE RIDGE APARTMENTS, A CONDOMINIUM shall not be used or occupied by any person or group of persons for a period of less than 30 consecutive days, except with prior written approval of the Association. The intent of this provision is to prohibit business, transient or similar uses of the units which would involve multiple occupancies by different persons or groups of persons.

(c) Leases. Owners of units in LAKE RIDGE APARTMENTS, A CONDOMINIUM may lease the apartments within their units on whatever terms and conditions they may wish, provided that in each instance the following terms and conditions are met:

- The lease must be in writing, signed by the owner and the tenant.
- The lease must be for a period of no less than ninety (90) consecutive days.
- The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all rules and regulations of the Association.

(d) Parking. Each unit in LAKE RIDGE APARTMENTS, A CONDOMINIUM includes an enclosed parking garage, providing parking spaces for each apartment within the unit. In addition, the units shall each be served by outdoor paved parking spaces located within the limited common elements of the unit.

(e) Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the commons, except that dogs and cats may be kept as household pets, if permitted by unit owners, and provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations which may be adopted by the Association or by the respective unit owner, with regard to his unit only, regarding same.

(f) Pet Restrictions. A pet shall not be allowed at large within the commons, and shall always be leashed and within the immediate control of a person when outside of any building. All droppings must be picked up and disposed of by the person in control of a pet. Owners of pets shall take reasonable precautions and efforts to prevent their pets from being a nuisance or annoyance to other unit owners or occupants.

(g) Antenna. Unit owners may place a television tower antenna or satellite antenna dish within the common elements adjacent to a unit, for residential use only, provided such

is suitably placed or screened from view and further provided that the location, height, color, screening, and other aesthetic considerations pertaining to the antenna have first been submitted to and approved by the Board of Directors of the Association prior to installation.

(h) Obstructions. There shall be no obstruction of the commons.

(i) Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons.

(j) Signs. No sign of any kind shall be displayed to the public view on or from any unit or the commons, excepting reasonable signs adjacent to a unit showing the unit "for sale" or the individual apartments within the unit "for rent", without the prior written consent of the Association. Any disputes concerning signs shall be resolved by resolution of the Board of Directors of the Association.

(k) Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(l) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common elements and facilities, except upon the written consent of the Association.

(m) Conflict. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

(n) Enforcement. The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than \$50 per violation to be charged and assessed by the Association uniformly against the owners of units who violate or whose tenants or unit occupants violate

such rules and regulations. Such fines shall be uniformly levied, and shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

8.2 ASSOCIATION RULES. The Association, acting through the Board of Directors, may approve and distribute to unit owners and tenants additional rules and regulations, and amendments to such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 6.2 herein. All such rules and regulations shall be in writing and shall be distributed to the unit owners and tenants no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, or repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 8.1 of these By-Laws may be amended only as provided in Article X.

ARTICLE IX

General

9.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 ADDRESS. The mailing address of the Association shall be c/o Daniel C. Barker, S73 W16485 Janesville Road, Muskego, Wisconsin 53150, until such time as Declarant has sold all units in the Condominium, at which time a new mailing address may be designated by the Association.

9.3 SEAL. The Corporation shall have no seal.

ARTICLE X

Amendments

10.1 BY MEMBERS. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 RIGHTS OF DECLARANT. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

ARTICLE XI

Miscellaneous

11.1 RECORD OF OWNERSHIP. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him of such unit or other evidence of his title thereto, and shall present evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

11.2 MORTGAGES. Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

11.3 STATEMENT OF ASSESSMENTS. The Board of Directors or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such request is received.

11.4 SUBORDINATION. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as in the Declaration or said Condominium Ownership Act.

11.5 INTERPRETATION. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

-End of By-Laws-

AGREEMENT

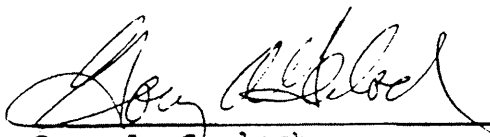
AGREEMENT dated this 23rd day of June, 1993 by and between Gary A. Gerlach and Jill Gerlach ("Gerlach") and Barker Development, Inc. and Daniel Barker ("Barker").

WHEREAS, the parties have entered into an Exchange Agreement dated July 21, 1992 and have agreed that certain portions of the Condominium Declaration for Lake Ridge Apartments shall be amended pending the sale of condominium units from Barker to Gerlach.

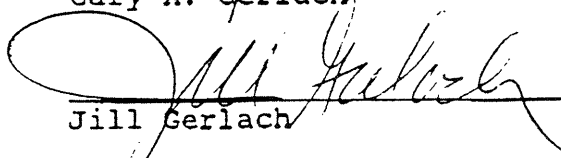
WHEREAS, the parties wish to make an agreement in connection with Article V of the By-Laws of Lake Ridge Association, Ltd. regarding control of Barker over the appointment or removal of members of the Board of Directors.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Gerlach and Barker hereby agree that the rights of Barker pursuant to Article V of the By-Laws of Lake Ridge Development, Inc. shall not be exercised without the prior written approval of Gerlach. Barker shall not have the right to appoint or remove members of the Board of Directors or officers of the Association or to amend the By-Laws or rules and regulations of the Association without such written consent of Gerlach.



Gary A. Gerlach



Jill Gerlach
"Gerlach"

1918R

BARKER DEVELOPMENT, INC.

By: 



Daniel Barker

"Barker"

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LAKE RIDGE ASSOCIATION, LTD.

AMENDMENT TO BY-LAWS

Article VII, Section 7.3 of the By-Laws of Lake Ridge Association, Ltd. is hereby amended to delete the following language:

LIMITED COMMON ELEMENTS. Each unit owner, at his sole expense, shall be responsible for keeping the limited common elements appurtenant to his unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No objects or structures shall be placed upon the limited common elements without the prior written consent of the Board of Directors of the Association.

and insert the following language:

LIMITED COMMON ELEMENTS. The Association shall be responsible for the management and control of the limited common elements and shall cause the same to be kept in a well-maintained good, clean, and attractive condition, order, and repair. Without in any way limiting the foregoing, this shall include all repair, maintenance and snow removal. All expenses of maintenance of the limited common elements shall be a common expense of the Association. The Association shall have authority over all additions, improvements and alterations to limited common elements. In the event any repair or maintenance of the limited common elements is necessitated by reason of the negligence or misuse of a unit owner or the tenant, guest or agent of a unit owner, such expense shall be charged and specifically assessed against the responsible unit owner.

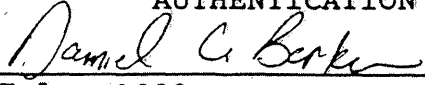
IN WITNESS WHEREOF, the said Lake Ridge Association, Ltd., a Wisconsin corporation, has caused this document to be executed in Myuskego, Wisconsin, on the 23rd day of July, 1993.

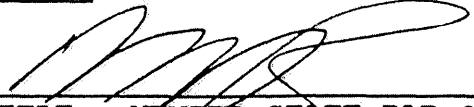
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LAKE RIDGE ASSOCIATION, LTD.
A Wisconsin corporation

By: 

AUTHENTICATION

The signature of  authenticated
this 23 day of July, 1903.


TITLE: MEMBER STATE BAR OF
WISCONSIN

This instrument was drafted by Denis J. Regan.

1955R

LAKERIDGE ASSOCIATION, LTD.

SECOND AMENDMENT TO BY-LAWS

Article III, Section 8.1(d) related to Parking is hereby amended to add the following language:

1. Only vehicles belonging to Tenant(s) or Owner(s) are to be parked in the parking area and must be registered with the Landlord or Building Condominium Association, with said registration including make, model and license number of the vehicle. No boats, recreational vehicles, buses, trailers, except for moving purposes, or commercial vehicles over 1 ton may be used or stored in the parking area, including garages. Visitors may park in spaces designated for visitors.
2. Vehicles must be parked in Tenant(s) or Owner(s) designated space. Under no circumstances can any vehicle be parked on the lawn or sidewalk anywhere in the Lakeridge Association Ltd. complex.
3. In the event Tenant(s) or Owner(s) has/have more than one vehicle which Tenant(s) or Owner(s) is/are permitted to keep on the premises, and in the further event that there is a garage provided to Tenant(s) or Owner(s), one of such vehicles must be kept in the garage.
4. In no event will inoperative vehicles be allowed to stand on the property.
5. Tenant(s) or Owner(s) will promptly remove their vehicle(s) from the parking lot after snowfall, and in the event said vehicle is not promptly removed, Lakeridge Association Ltd. shall be entitled to plow around it with Tenant(s) or Owner(s) being responsible for shoveling out the vehicle and/or the costs of removing the vehicle.

6. Except in emergency situations, car horns are not to be used
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sounded on the premises at any time.

7. Violation of these or future parking rules will result in the vehicle being ticketed and towed at the owner's expense.

IN WITNESS WHEREOF, the said Lakeridge Association, Ltd., a Wisconsin Corporation, has caused this document to be executed in Muskego, Wisconsin, on this 2nd day of August, 2002.

Lakeridge Association, Ltd.
a Wisconsin corporation

By: Gary A. Gerlach
Gary A. Gerlach, President

AUTHENTICATION

The signature of GARY A. GERLACH authenticated this 2nd day of August, 2002.

Judith Zimmerman
Notary Public, State of Wisconsin
My Commission 5-11-03

This instrument was drafted by Gary A. Gerlach.
State Bar Number 1011952

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LAKE RIDGE ASSOCIATION, LTD.

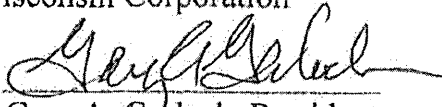
THIRD AMENDMENT TO BY-LAWS

The By-Laws for Lake Ridge Association, LTD related to notice are hereby amended, pursuant to adoption by 84% of the members on November 19, 2005, to provide that all notices to unit owners from the Association may be given by electronic mail unless electronic mail is not available for any unit owner(s) in which case notice shall be by U.S Mail or personal service to that owner(s).

IN WITNESS WHEREOF, the said Lake Ridge Association, LTD, a Wisconsin Corporation, has caused this document to be executed in Milwaukee, Wisconsin on this 12th day of March, 2018.

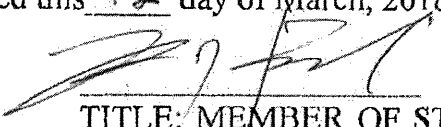
Lake Ridge Association, LTD

a Wisconsin Corporation

By: 
Gary A. Gerlach, President

AUTHENTICATION

The signature of Gary A. Gerlach authenticated this 12 day of March, 2018.


TITLE: MEMBER OF STATE
BAR OF WISCONSIN

This instrument was drafted by Richard J. Rakita.

State Bar Number 1013643

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