

CLIENT'S COPY

DISCLOSURE MATERIALS

RIDGEVIEW CONDOMINIUM

**W170 S7579 Gregory Drive
Muskego, Wisconsin**

Declarant and Agent:

**Kenneth M. Wimmer
9709 West Reichert Place
Milwaukee, Wisconsin 53225**

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2. THESE DISCLOSURE MATERIALS, GIVEN TO YOU AS REQUIRED BY LAW, MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN FIVE 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.

**DECLARATION OF
RIDGEVIEW CONDOMINIUM**

Table of Contents

<i>Article I</i>	<i>General Provisions</i>	<i>Page</i>
Section 1.01	Purpose	1
Section 1.02	Name	1
Section 1.03	Description of Land	1
Section 1.04	Definitions	2
Section 1.05	Exhibits	3
 <i>Article II</i>	 <i>Units</i>	
Section 2.01	Construction of the Building	3
Section 2.02	Description of the Units	3
Section 2.03	Designation of Units	3
 <i>Article III</i>	 <i>Individual Units</i>	
Section 3.01	Unit Legal Descriptions	3
Section 3.02	Identification of Units	3
Section 3.03	Individual Responsibilities	3
 <i>Article IV</i>	 <i>Common Areas</i>	
Section 4.01	Common Areas and Facilities	4
 <i>Article V</i>	 <i>Limited Common Areas</i>	
Section 5.01	Limited Common Areas	4
 <i>Article VI</i>	 <i>Master Underlying Condominium Association</i>	
Section 6.01	Master Underlying Condominium Association	4
Section 6.02	Ridgeview Condominium	5
Section 6.03	Conflicts	5
 <i>Article VII</i>	 <i>Ownership and Transfer</i>	
Section 7.01	Unit Ownership Formula	5
Section 7.02	Transfer of Common Areas and Separation From Units	5
Section 7.03	Partition of Common Areas	5

Section 7.04	By-Laws, Rules and Regulations of the Association	5
Section 7.05	Prohibition Against Further Subdivision	5

Article VIII Common Expenses and Profits

Section 8.01	Common Expenses	5
Section 8.02	Common Profits	6
Section 8.03	Liability for Common Expenses	6

Article IX Assessment for Common Expenses

Section 9.01	Covenant to Pay Assessments	6
Section 9.02	Purpose of Assessments	6
Section 9.03	Annual Project Budget	6
Section 9.04	Failure to Prepare Annual Budget	6
Section 9.05	Special Assessments	7
Section 9.06	Uniform Rate of Assessment	7
Section 9.07	Lien for Assessment	7
Section 9.08	Remedies for Failure to Pay Assessments	8
Section 9.09	Remedy of Lienor	8
Section 9.10	Rental During Foreclosure	8
Section 9.11	Avoidance of Assessments	8
Section 9.12	Transfer to Grantee	8

Article X Easements and Encroachments

Section 10.01	Utility Easements	9
Section 10.02	Easements to Run With the Land	9
Section 10.03	Encroachments	9

Article XI Mortgages, Taxes, Insurance, Utilities And Municipal Services

Section 11.01	Mortgaging Units	9
Section 11.02	Real Estate Taxes	10
Section 11.03	Insurance by Unit Owners	10
Section 11.04	Insurance by Association	10

Article XII Repairs and Maintenance

Section 12.01	Common Areas and Facilities	12
Section 12.02	Individual and Limited Common Areas	12
Section 12.03	Prohibition Against Structural Changes By Owner	12
Section 12.04	Entry for Repairs	13
Section 12.05	Repair and Reconstruction After Damage	13
Section 12.06	Repairs or Reconstruction of Common Elements	13

Article XIII

*Covenants and Restrictions as to Use
And Occupancy*

Section 13.01	Use of Project	13
Section 13.02	Prohibited Activities and Signs	13
Section 13.03	Use of Common Areas	14
Section 13.04	Motor Vehicles	14
Section 13.05	Animals	14
Section 13.06	Nuisances	14

Article XIV

Home Owner's Association

Section 14.01	Duties and Obligations	14
Section 14.02	Membership	15
Section 14.03	Voting Rights	15
Section 14.04	Effects of Vote	15
Section 14.05	Board of Directors	15
Section 14.06	Officers	15
Section 14.07	Lake Ridge Apartments, a Condominium	15
Section 14.08	Association Personnel	15
Section 14.09	Proxy	15

Article XV

General Provisions

Section 15.01	Rental of Units	15
Section 15.02	Notice to Mortgage Lenders	16
Section 15.03	Covenants to Run With the Land	16
Section 15.04	Non-Waiver of Covenants	16
Section 15.05	Condemnation	16
Section 15.06	Perpetuities and Restraints of Alienation	17
Section 15.07	Gender and Number	17
Section 15.08	Severability	17
Section 15.09	Amendment of Declaration	17
Section 15.10	Registered Agent	17
Section 15.11	Change of Registered Agent	17

DECLARATION OF
RIDGEVIEW CONDOMINIUM

W170 S7579 Gregory Drive
Muskego, Wisconsin

Declaration, made pursuant to the provisions of the Condominium Ownership Act of the State of Wisconsin by Kenneth M. Wimmer and Patricia A. Wimmer, hereinafter referred to as "Developer".

ARTICLE I

General Provisions

Section 1.01. Purpose. The purpose of this Declaration is to declare and the Developer hereby declares the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto, under the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin, and subject to the provisions of this Declaration.

Section 1.02. Name. The name by which the project is to be known shall be "Ridgeview Condominium".

Section 1.03. Description of Land. The land included in the project which is the subject of this Declaration is particularly described as follows, and as shown on Plat of Record, attached as "Exhibit A", to-wit:

Unit No. 3, in Lake Ridge Apartments, a Condominium, located in a part of the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 5 North, Range 20 East, in the City of Muskego, Waukesha County, Wisconsin, more particularly described as follows: Commencing at the Northwest corner of said Southwest 1/4 Section; thence South 1° 13' 04" East, 416.90 feet to a point; thence North 88° 46' 56" East, 40.00 feet to a point, said point being the Northwest corner of Parcel 1, of Certified Survey Map No. 6552, and the Northwest corner of Lake Ridge Apartments, a Condominium; thence North 88° 46' 56" East 629.77 feet along the North line of said Certified Survey Map and Condominium, to a point; thence South 1° 13' 04" East, 70.30 feet to a point, said point being the Northeast corner of said Unit 3, and the beginning of the land herein to be described; thence South 76° 45' 30" West, 53.4 feet to a point; thence South 13° 14' 30" East, 16.55 feet to a point; thence South 76° 45' 30" West, 4.9 feet to a point; thence South 13° 14' 30" East, 41.75 feet to a point; thence North 76° 45' 30" East, 4.9 feet to a point; thence South 13° 14' 30" East, 15.85 feet to a point; thence North 76° 45' 30" East, 53.4 feet to a point; thence North 13° 14' 30" West, 16.55 feet to a point; thence North 76° 45' 30" East, 4.75 feet to a point; thence North 13° 14' 30" West, 41.05 feet to a point; thence South 76° 45' 30" West, 4.75 feet to a point; thence North 13° 14' 30" West, 16.55 feet to the point of beginning.

ALSO, commencing at the above-described Northwest corner of said Parcel 1 and Lake Ridge Apartments, a Condominium; thence North 88° 46' 56" East, 724.87 feet along the North line of said Parcel 1 and Condominium to a point; thence South 1° 13' 04" East, 184.38 feet to a point, said point being the Northeast corner of the Garage for Unit 3, and the beginning of the land to be described; thence South 70° 40' 50" West, 90.9 feet to a point; thence South 19° 19' 10" East, 20.95 feet to a point; thence North 70° 40' 50" East, 90.9 feet to a point; thence North 19° 19' 10" West, 20.95 feet to the point of beginning.

Section 1.04. Definitions. For all purposes related to this Declaration and the Owner's Association, By-Laws and Rules and Regulations:

- A. The word "ACT" shall mean the Condominium Owner's Act of the State of Wisconsin now in effect and as hereinafter amended.
- B. The word "UNIT" shall mean Unit as defined in said Act and, in particular, being a part of this condominium intended for any type of independent use as one cubicle of air or one or more levels of space.
- C. The words "UNIT OWNER" shall mean Unit Owner, as defined in the Act, that is, a person, combination of persons, partnership or corporation who holds legal title to a condominium unit or has equitable ownership as a land contract vendee.
- D. The word "PREMISES" shall mean the entire parcel of land described in Section 1.03 hereof.
- E. The word "PROJECT" shall mean the entire planned unit development or condominium to be constructed on the premises, pursuant to the provisions of the Act and this Declaration, or any amendments thereto.
- F. The word "BUILDING" shall refer to any building located on the Project, regardless of the number of Units contained therein, or ownership
- G. The words "RIDGEVIEW CONDOMINIUM" shall mean the Project.
- H. The words "COMMON AREA" shall include the limited common areas for all purposes, except as otherwise specifically limited in this Declaration.
- I. The word "ASSOCIATION" shall mean the Ridgeview Condominium Home Owner's Association, an unincorporated association.
- J. The words "BY-LAWS" and "RULES AND REGULATIONS" shall mean the By-Laws and Rules and Regulations of the Association.
- K. The word "DEVELOPER" shall mean Kenneth M. Wimmer and Patricia A. Wimmer, their successors in interest, in whole or in part, excluding individual unit owners.
- L. The word "APARTMENT" shall mean the individual living unit of each building being the same as a Unit herein defined.
- M. The words "LAKE RIDGE APARTMENTS" shall mean the underlying

master association, Lake Ridge Apartments, a Condominium, located in the City of Muskego, Waukesha County, Wisconsin.

- N. Any words or phrases herein not specifically defined shall have the meaning and purposes set forth in the Act.

Section 1.05. Exhibits. The various Exhibits referred to herein and identified by number shall be attached hereto and be deemed to be incorporated herein and made a part hereof by reference.

ARTICLE II

Units

Section 2.01. Construction of the Building. The building shall be constructed principally of lumber and masonry materials.

Section 2.02. Description of Units. The Units shall be located on the Premises, substantially in accordance with the Site Plan attached hereto as "Exhibit A"; said Site Plan providing a general description of each Unit, including its perimeters, locations and any other data sufficient to identify it with reasonable certainty.

Section 2.03. Designation of Units. A total of one (1) building is planned for the Project, comprising a total of eight (8) units, plus an unattached parking garage for eight (8) automobiles. The Project will be constructed in one phase.

ARTICLE III

Individual Units

Section 3.01. Unit Legal Descriptions. The identifying letter assigned to each Unit shall be its legal description, as provided in Sections 2.02 and 2.03 hereof, and as set forth in "Exhibit A", and hereafter any conveyance, mortgage, lease or any other document referring to such Units by such identifying letter shall sufficiently described such Unit as a Unit for all purposes provided in the Act.

Section 3.02. Identification of Units. A Unit is that part of the building intended for individual living Unit, comprised of one or more cubicles of air, at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the Unit, as said boundaries are shown on the building and floor plans attached hereto, together with all fixtures and improvements therein contained, as shown in "Exhibit A".

Section 3.03. Individual Responsibilities. ~~Individual Unit Owners shall also be responsible for maintenance of all windows, window frames and doors, including all glass in all windows and doors, and they shall be considered a part of the Unit. All installations~~ for providing power, light, gas, hot water and cold water, heating, refrigeration and air conditioning serving each Unit shall be considered a limited common area, appurtenant to

that Unit, as set forth herein Article V, and shall be the individual maintenance responsibility of each individual Unit Owner.

ARTICLE IV

Common Areas

Section 4.01. Common Areas and Facilities. Common Areas and Facilities shall consist of all *Ridgeview Condominium* land, improvements and appurtenances, except the individual Units as defined hereunder, including without limitation:

- A. The Premises described in Section 1.03 hereof;
- B. The electric, telephone, communications, gas, water and sewer lines or pipes, serving the Project and the Units, except to the extent that such are limited common elements;
- C. The common sidewalks;
- D. The common lawn, parking areas other than garages, if any, and service roads.

ARTICLE V

Limited Common Areas

Section 5.01. Limited Common Areas. Those portions of the Common Areas for the exclusive use and benefit of the Unit to which it is assigned or to which the same adjoins or is connected, shall be designated as Limited Common Areas, for exclusive use, and:

- A. Stoops, balconies, porches and patios outside each Unit and having direct access thereto, if any;
- B. Attic space above each upper Unit, if any;
- C. The electric, telephone, communications, gas, water and sewer lines and pipes within each Unit;
- D. Driveway apron and parking stall as may be assigned to the Unit.

ARTICLE VI

Master Underlying Condominium Association

Section 6.01. Master Underlying Condominium Association. This condominium association, *Ridgeview Condominium*, is itself a part of an underlying master association known as *Lake Ridge Apartments, a Condominium*. Lake Ridge Apartments, a Condominium consists of nineteen (19) units, together with common elements and limited common elements, existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, and recorded by a Declaration as such condominium in the office of the Register of Deeds for Waukesha County, Wisconsin, on December 19, 1991, Reel 1390, Images 186-202 inclusive, as Document No. 1692863 and Amendment recorded on August

18, 1993, Reel 1765, Image 1049, as Document No. 1872388 and Amendment recorded October 25, 1993, Reel 1811, Image 110, as Document No. 1894310. Said condominium being located in the City of Muskego, County of Waukesha, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Section 6.02. Ridgeview Condominium. *Ridgeview Condominium* consists of Unit 3, of Lake Ridge Apartments, a Condominium, and the common and limited common areas as associated with said Unit 3.

Section 6.03. Conflicts. In the event of a conflict between the Declaration of *Lake Ridge Apartments, a Condominium*, and the Declaration of *Ridgeview Condominium*, the Declaration of Lake Ridge Apartments, a Condominium, shall control and supersede Ridgeview Condominium.

ARTICLE VII

Ownership and Transfer

Section 7.01. Unit Ownership Formula. The initial ownership interest and voting rights formula shall be a one-eighth (1/8) interest for each Unit, subject to Section 14.03.

Section 7.02. Transfer of Common Areas and Separation From Units. The fractional interest of each Unit Owner in the Common Areas of the Project shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit, even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 7.03. Partition of Common Areas. There shall be no partition of the Common Areas through judicial proceedings or otherwise, until this Declaration is terminated, as herein provided, and the property is withdrawn from its terms or from the terms of any Statute of Wisconsin applicable to the Project ownership.

Section 7.04. By-Laws, Rules and Regulations of the Association. Except as specifically set forth in this Declaration, all of the Common Areas of the Project shall be used in accordance with the By-Laws, Rules and Regulations of the Association, as the same may from time to time be in effect.

Section 7.05. Prohibition Against Further Subdivision. Each Unit, as herein described in Article II, Section 2.03, shall not be further subdivided in any manner, and shall at all times remain one Unit for the purpose described in this Declaration.

ARTICLE VIII

Common Expenses and Profits

Section 8.01. Common Expenses. Common expenses are defined as follows:

- A. All sums lawfully assessed against the Unit Owners by the Association.
- B. Expenses declared as common expenses by the Act, by the Declaration, or

by the By-Laws.

- C. Condominium assessments, levied as to Unit 3, by *Lake Ridge Apartments, a Condominium*.

Section 8.02. Common Profits. After the payment of all common expenses, the balance of all income, rents, profits and revenue from the Common Areas, as well as income from assessments against the Unit Owners, shall constitute the funds of the Association to be held in its general or special funds.

Section 8.03. Liability for Common Expenses. Each Unit Owner shall be responsible for the payment of their proportionate share of the common expenses, as reflected by their fractional interest, in the Common Areas.

ARTICLE IX

Assessment for Common Expenses

Section 9.01. Covenant to Pay Assessments. In accordance with the statutory liability created by the Act, the Owner of each Unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other Unit Owner and with the Association to personally and individually pay to the Association all assessments, general or special, in accordance with the provisions of the Act, the Declaration and the By-Laws.

Section 9.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Project, to provide for the repair, maintenance and improvement of the Common Areas of the Project, to provide for such emergency repairs as the Association may deem necessary, and to maintain a reserve fund for the purpose authorized by this Declaration.

Section 9.03. Annual Project Budget. Each year, on or before December 1st, the Association shall prepare a budget for the Project, in the manner provided by the By-Laws. Each Unit Owner's monthly assessment for the ensuing year shall be based upon such budget. In addition to the normal operation expenses of the Project, the budget may provide for reserves, working capital and other sums deemed reasonably necessary by the Association for the proper conduct of the affairs of the Project and for the protection of the Common Areas and homes thereof.

Section 9.04. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare the annual budget, or notify any Unit Owner of his assessment, shall not constitute a waiver or release of such Unit Owner's obligation to pay his proportionate share of the common expenses, necessary reserves, working capital and emergency requirements as herein provided, whenever the same shall be determined and, to that end, each Unit Owner shall continue to pay his assessment at the then existing rate established

for the previous year, until the new assessment shall have been mailed or delivered to the Unit Owners.

Section 9.05. Special Assessments. In addition to the regular monthly assessments, the Association may levy once in any calendar year, a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements of the Common Areas, including fixtures and personal property related thereto. Further, the Association may levy a special assessment for the purposes specified in Sections 9.02 and 9.06 hereof, to be paid monthly or otherwise. All such special assessments shall be made only in the manner provided in this Declaration and in the By-Laws. Any special assessments made for the purposes stated above shall be held by the Association as a trust fund, to be disbursed only for the purposes for which the same were levied.

Section 9.06. Uniform Rate of Assessment. The monthly assessments for any special assessments shall be levied at a uniform rate for all Units.

Section 9.07. Lien for Assessment.

A. Priority. All sums assessed to any Unit pursuant to this Article, together with interest thereon at the maximum rate provided by law, shall be secured by a lien on such Unit, in favor of the Association, without the necessity of filing such lien, for Association purposes; however, said lien is subject to legal enforcement only by filing, as stated in the requirements shown in Section 9.07(B). This Section shall constitute sufficient notice of such lien to all successors in title of the Unit. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

1. Liens of general and special taxes;
2. Liens of a first mortgage, recorded prior to the making of the assessment;
3. Construction lines filed prior to the making of the assessment;
4. All sums unpaid on any mortgage loan made under Wisconsin Statutes 45.79, Laws of Wisconsin, 1993-1994.

All other liens of any Unit created after the date of the recording of the Declaration shall be inferior in priority to liens of the Association, for any assessment, whether or not so specifically set forth in the instruments creating such liens.

B. Record of Lien. The existence of any lien for unpaid Association assessment shall be established by the Association and kept on file in the office of the Association. The Association shall have the right, in its discretion, to file a written notice of lien in the office of the Clerk of Circuit Court for Waukesha County, Wisconsin, where the Unit is located, stating the description of the

Unit, the name of the record owner, the amount due and the period for which the assessment was due. The Clerk shall index the statement of Condominium Lien under the name of the record owner, in a condominium lien docket. The statement of condominium lien shall be signed and verified by an officer or agent of the Association, as specified in the By-Laws, and then may be filed. Upon full payment to the Association for which the lien is claimed, the Unit Owner shall be entitled to a satisfaction of the lien, acceptable for filing.

Section 9.08. Remedies for Failure to Pay Assessments. If any Unit Owner shall default in the payment of any assessment levied by the Association as provided in this Declaration, the Association shall have authority for and on behalf of itself and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies which may be provided in the Act, the Declaration, or be otherwise available at law or in equity, legal interest for the collection of all such unpaid Association assessments, together with costs and reasonable attorney fees. In addition, if any Unit Owner is in default in the payments of such assessments for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof, or to foreclose the lien therefor, as in the case of foreclosure of a mortgage against real estate, and there shall be added to the amount due, legal interest, costs and reasonable attorney fees to be fixed by the Court. The Association, acting for and on behalf of itself and as representative of all other Unit Owners, shall have the power and authority to bid on the Unit so foreclosed, at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 9.09. Remedy of Lienor. Any lienor holding a lien on a Unit may pay any unpaid assessments, with respect to such Unit, and upon payment, such lienor shall have a lien on such Unit for the amounts paid, at the same priority as his lien.

Section 9.10. Rental During Foreclosure. In the event of the foreclosure of a lien for any unpaid assessment, the Unit Owner, who is the defendant in such proceedings, shall be required to pay a reasonable rental for such Unit, during such foreclosure.

Section 9.11. Avoidance of Assessments. No Unit Owner may exempt himself from liability for his contribution toward the common expenses or the payment of any assessment, by waiver of the use or enjoyment of any of the Common Areas, or by the abandonment of his Unit.

Section 9.12. Transfer to Grantee. Any grantee of a Unit is entitled to a statement from the Association, or the executive board, setting forth the amount of unpaid assessments against the grantor, and the grantee is not liable for, nor shall the Unit conveyed by subject to a lien which is not filed under Section 9.07(B) herein, for any unpaid assessments against the grantor in excess of the amounts set forth in the statement.

If the Association or Board of Directors does not provide such a statement within ten (10) business days after the grantee's request, they are barred from claiming under any lien which is not filed under Section 9.07(B), prior to the request for the statement against the grantee.

ARTICLE X

Easements and Encroachments

Section 10.01. Utility Easements. Easements are hereby declared and granted 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, electrical conduits, wires and equipment over, under, along and on any part of the utility easements on said property. These easements, however, shall run only to the Association and not to any utility, except by and with the action or consent of the Association.

Section 10.02. Easements To Run With the Land. All easements and rights described and set forth herein are easements and rights appurtenant to and running with the land, perpetually in full force and effect, and shall at all times inure to the benefit of and be binding upon the Developer, its successors and assigns, and upon any Unit Owner, purchaser, mortgagee or other person or entity having an interest in said land, or any part or parcel thereof.

Section 10.03. Encroachments. In the event that, by reason of the construction, settling or shifting of the Building, any part of the Common Area encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon the Common Area, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit Owners and the Common Areas, as the case may be, so long as all or any part of the building containing such Unit shall remain standing provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner or Owners. The provision contained in this paragraph, relating to such easements, shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XI

Mortgages, Taxes, Insurance, Utilities and Municipal Services

Section 11.01. Mortgaging Units. Each Unit Owner shall have the right to mortgage or encumber his Unit, together with his fractional interest in the Common Areas. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever, the Project, or any part thereof, except his own Unit and his own respective fractional interest in the Common Areas, as above set forth.

Section 11.02. Real Estate Taxes. The real estate taxes shall be separate taxes to each Unit Owner, for his Unit and his corresponding fractional interest in the Common Areas. In the event that for any years said taxes are not separately taxed to each Unit, but are taxed to the Project as a whole, then each Unit Owner shall pay to the Association, upon demand, his proportionate share thereof, in accordance with his respective fractional interest in the Common Areas.

Section 11.03. Insurance by Unit Owners. ~~Each Unit Owner shall be responsible for the cost of insurance:~~

- A. ~~On his Unit, based upon the premiums for such insurance taken out by the Association, under the provisions of Section 11.04(A) hereof.~~ Each Unit Owner shall promptly pay his portion of such insurance, upon receiving a statement therefor from the Association, and if the same is not paid within thirty (30) days, the unpaid balance shall constitute a special assessment against such Unit.
- B. For insurance to be taken out by the Unit Owner on the contents of his own Unit, his own automobiles, the contents of his garage, any additions and improvements to his own Unit, the decorating and furnishings therein and his personal property, stored elsewhere on the Project.
- C. For insurance to be taken out by them for liability, to the extent not covered by the liability insurance carried by the Association, for all of the Unit Owners, as a part of the Common Expenses.
- D. The Association shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit, unless and until such Unit Owner shall request the Association, in writing to do so. Upon the failure of such Unit Owner to do so, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. Cost of any extra insurance coverage so provided shall be at the sole expense of the requesting Unit Owner.
- E. Provided, however, the Developer shall pay the cost of suitable builders risk or permanent insurance on each Unit, except as to Units sold or transferred to a Unit Owner.

Section 11.04. Insurance by Association. The Association shall provide the following types of insurance:

- A. Property Insurance. Fire and broad form extended coverage insurance on the Buildings and any portion thereof of the Project, in the amount of the full insurable value (replacement value) of the Buildings. Such insurance shall be obtained in the name of the Association, as trustee for each of the Unit

Owners and their respective mortgagees, as their interest may appear. Premiums shall be a common expense, except as provided in Section 11.03 hereof. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation, as to any claim against Unit Owners, the Association and its respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended, because of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association, giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased, at any time it is deemed necessary, as determined by the Association, to conform to the requirements of full insurable value. In the event of partial or total destruction of the Building and it is determined to repair or reconstruct such Building, in accordance with Section 12.06 hereof, the proceeds of such insurance shall be paid to the Association, to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interest may appear, in the manner provided by the Act and in the Declaration. Insurance proceeds shall first be disbursed by the trustees, for the repair or restoration of the damaged Common Elements and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds, unless the Association has determined not to rebuild or the Court has ordered partition of the condominium property, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

- B. Liability Insurance. Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage in such limits as it shall deem desirable and other liability insurance, as it may deem desirable, insuring each Unit Owners, the Association, its officers, directors, the Developer, the manager and managing agent of the Project and their respective employees and agents, from liability in connection with the Common Areas and the streets, sidewalks and areas adjoining the condominium and insuring the officers and directors of the Association from liability for good faith action beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties.
- C. Workers Compensation. Workers compensation insurance to the extent

necessary to comply with any applicable laws.

- D. Other Insurance. Such other or additional insurance as the Association may determine to be necessary or desirable for the benefit of the Association and Unit Owners.
- E. Liability of Association. No Unit Owner or his mortgagee shall have any claim against any other Unit Owner, the Association, its manager and managing agent of the Project, and their respective employees and agents, for damage to the Common Areas, the Units or to any personal property located in the Units or the Common Areas, caused by fire or other casualty, to the extent that such damage is covered by fire and other forms of casualty insurance.

ARTICLE XII

Repairs and Maintenance

Section 12.01. Common Areas and Facilities. The Association shall be responsible for the management and control of the Common Areas and facilities and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include maintenance, repair, replacement and snowplowing of walks, drives, parking areas and access routes, maintenance of all grounds and landscaping, and the exterior surfaces of the Building.

Section 12.02. Individual and Limited Common Areas. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing, which may at any time be necessary to maintain the good appearance and condition of his Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, repair or replacement of refrigerators, air conditioning equipment, dishwashers, disposals and laundry equipment, which may be in or connected with the Unit.

Each Unit Owner shall keep the limited Common Areas appurtenant to his Unit, as defined in Article V hereof, in good, clean, sanitary and attractive condition, satisfactory to a majority of the homeowners and the Association.

Section 12.03. Prohibition Against Structural Changes by Owner. No Unit Owner shall, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his Unit, or in or to the exterior of the Building or any Common or Limited Common Areas and facilities. A Unit Owner shall not perform or allow to be performed any act or work which would impair the

structural soundness or integrity of the building, or the safety of the Property, or impair any easement or hereditament, without prior written consent of the Association.

Section 12.04. 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 and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit Owners or their tenants, as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense.

Section 12.05. Repair and Reconstruction After Damage. In the event of any damage to or destruction of the Project, or any Unit therein, as a result of fire or other casualty, or otherwise, in the amount of Twenty-five Thousand (\$25,000.00) Dollars or less, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged Unit and any kitchen or bathroom fixtures initially installed therein by the Developer, but not including in any way, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units) and the Association shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or reconstruction, in the appropriate progress payments. Any proceeds shall constitute a Common Expense and the Association may assess all the Unit Owners for such deficit, as part of the Common Expenses.

Section 12.06. Repairs or Reconstruction of Common Elements. In the event of damage to or destruction of Common Elements of the Project, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Project. All costs of the repair or reconstruction, in excess of available insurance proceeds, shall be a Common Expense. However, if the Project is damaged to an extent more than the available insurance proceeds, the Project shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having seventy-five (75%) percent or more of the votes. In the case of partition, the net proceeds of sale, together with any net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners, in proportion to their percentage interest in the Common Elements, and shall be distributed in accordance with the priority of interest in each Unit.

ARTICLE XIII

Covenants and Restrictions As To Use and Occupancy

Section 13.01. Use of Project. All Units in the Project shall be used exclusively for residential purposes, consistent with the size and facilities of the Unit.

Section 13.02. Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, shall be conducted, maintained, or permitted on any part of the premises; nor,

except with the consent of the Association, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Unit Owner on any part of the Property or in any Unit. The right is reserved by the Developer to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and to place such other signs on the Property as may be required to facilitate the sale of unsold Units. The right is hereby given to the Association to place "For Sale" or "For Rent" signs on any Unit or on the Property, for the purpose of facilitating the disposal of Units by any Unit Owner, mortgagee or the Association.

Section 13.03. Use of Common Areas. Each Unit Owner and apartment tenant shall have the right to use the Common Areas in common with all other Unit Owners, for the purposes of ingress and egress to, and shall use, occupy and enjoy their Unit and the Common Areas, which right shall extend to the Unit Owner, the members of immediate family, their guests and their tenants provided, however, such use shall be subject to and be governed by the Act, the Declaration, the By-Laws and the Rules and Regulations, to the end that the Project may be kept in an uncluttered and attractive condition, consistent with an attractive residential complex.

Section 13.04. Motor Vehicles. Each Unit, individually, shall be allowed only two (2) motor vehicles. No such vehicle shall be parked in any parking or driveway area so as to interfere with the free use of such area for ingress and egress by the Unit Owners, lessees or occupants of any other Units entitled to the use and benefit of such areas. Unit Ownership in *Ridgeview Condominium* includes one (1) garage parking space. In addition, *Lake Ridge Apartments, a Condominium*, provides for one (1) outdoor parking space. The parking and/or storage of campers, mobile homes, boats, and the like, are not allowed.

Section 13.05. Animals. ~~The Home Owner's Association may make rules concerning the permitting of pets on the Property and restrictions in size and number~~

Section 13.06. Nuisances. No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit, or in the Common Areas, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become in the judgment of the Association, an annoyance or nuisance to the other Unit Owners or apartment occupants.

ARTICLE XIV

Owner's Association

Section 14.01. Duties and Obligations. All Unit Owners shall be entitled and required to be a member of an association to be known as *Ridgeview Condominium Home Owner's Association*, an unincorporated association, which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Areas and facilities and Limited Common Areas. Nothing, however, in this Declaration shall prevent *Ridgeview Condominium Home Owner's*

Association from incorporating, should they so desire.

Section 14.02. Membership. Regardless of how or when a Unit Owner acquires ownership of a Unit, they shall thereupon immediately become a member of the Association and they shall remain a member of such Association until such time as their ownership ceases for any reason, at which time their membership in said Association shall forthwith terminate. Such membership shall not acquire any monetary value.

Section 14.03. Voting Rights. Each Unit Owner shall have one (1) vote for each Unit owned. Should a Unit be owned by more than one person, the Unit Owners thereof are entitled collectively to only one (1) vote. In the event an individual Unit is owned by more than one individual, those Unit Owners shall register, with the Association, the name of the individual Unit Owner entitled to vote on behalf of that Unit.

Section 14.04. Effects of Vote. Such vote for each Unit shall be for all purposes as may be required to carry out the terms and provisions of the Declaration and the By-laws of the Association.

Section 14.05. Board of Directors. The number of directors of the Association shall be fixed by the Association but, in no event, shall be less than three (3). Said directors shall be elected on an annual basis by the Unit Owners.

Section 14.06. Officers. The principal officers of the Association shall be a president, a vice president, a secretary and a treasurer. The officers shall consist of the current, serving directors and shall be so elected by the directors.

Section 14.07. Lake Ridge Apartments, a Condominium, Director. The president, or an officer appointed by the Board of Directors shall serve as the voting member to *Lake Ridge Apartments, a Condominium*.

Section 14.08. 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 other personnel or contract with any entity as it shall determine to be necessary or advisable for the proper operation, care and maintenance of the Project. The Association may contract for lighting, heating, water, trash collection, sewer services and such other common services as may be required for each Unit.

Section 14.09. Proxy. Unit Owners may elect to have their Units managed by a professional real estate management organization and may elect to grant such organization a proxy to vote on matters provided for herein. Such proxy shall be on a form established by the Association.

ARTICLE XV

General Provisions

Section 15.01. Rental of Units. Unit Owners shall have the right to lease their Units to responsible tenants.

- E. The right of action to contest any condemnation shall lie in the Association and the Association shall have the right to determine whether any such contest shall be instituted, either by negotiations or legal proceedings, and the expense of such contest shall be a Common Expense.

Section 15.06. Perpetuities and Restraints of Alienation. If any court of competent jurisdiction determines that any of the privileges, covenants or rights created by this Association are invalid for violation of:

- A. Any rule against perpetuities;
- B. Any rule suspending the power of alienation; or
- C. Any other statutory or common law rules imposing time limits, then such provision shall continue for thirty (30) years after the legal existence of *Ridgeview Condominium*.

Section 15.07. Gender and Number. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Section 15.08. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Declaration, or any part of the same, shall not impair or affect, in any manner, the validity, enforceability or effect of the remainder of the Declaration.

Section 15.09. Amendment of Declaration. Except as provided in Wisconsin Statute 703.26 (Wisc. Stat. 1993-1994), this Declaration may be amended with the written consent of at least two-thirds of the Unit Owners. An amendment becomes effective when it is recorded in the same manner as this Declaration. A Unit Owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any.

Section 15.10. Registered Agent. The registered agent of this condominium, for purposes of Wisconsin Statute 703.09(h) (Wisc. Stats. 1993-1994) is Kenneth M. Wimmer, 9709 West Reichert Place, Milwaukee, Wisconsin, 53225.

Section 15.11. Change of Registered Agent. The name of the registered agent, for process of service, and as required by Wisconsin Statute 703. et al, shall be registered with the Secretary of State. In the event the Association changes the name or address of the registered agent, said change shall be properly registered with the Secretary of State.

Section 15.02. Notice to Mortgage Lenders. Upon written request to the Association, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by this Declaration, to be given to the Unit Owner whose Unit is subject to such mortgage or trust deed.

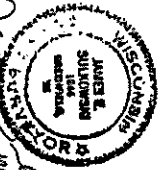
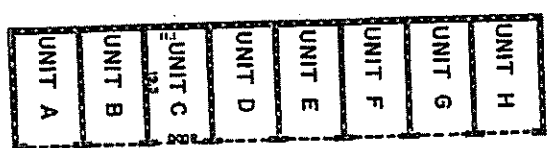
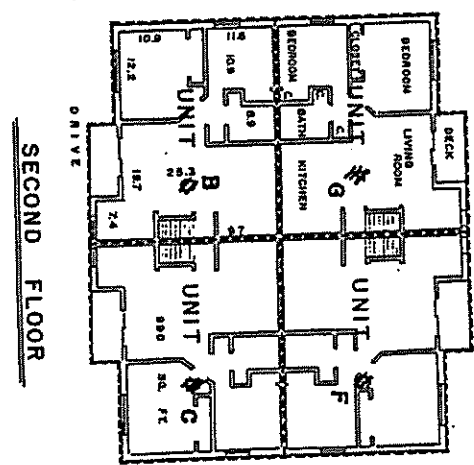
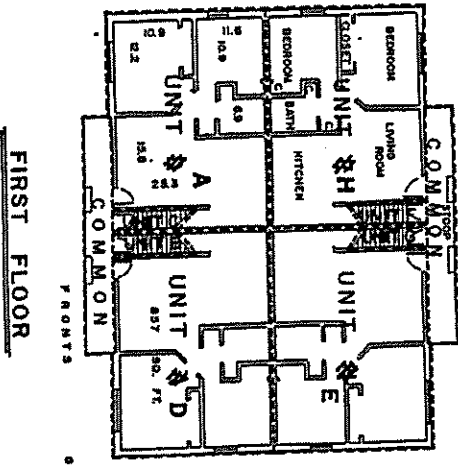
Section 15.03. Covenants To Run With the Land. Each grantee, by the acceptance of a deed of conveyance, or each purchaser under land contract or any contract for deed of conveyance accepts same, subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land, and shall bind any person having at the time any interest or estate in said land or any Unit thereon, and shall inure to the benefit of such Unit Owner in like manner, as though the provisions to this Declaration were recited and stipulated at length, in each and every deed of conveyance or instrument of title.

Section 15.04. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived, by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, or any time lapse.

Section 15.05. Condemnation. In the event of condemnation under the law of Wisconsin of a portion of the Project, including therein a residential building, whereby construction of a like building cannot be reasonably erected on the remaining Property, the proceeds of said condemnations shall be disbursed as follows:

- A. To the Unit Owners of the individual Unit condemned, that portion of the condemnation award attributable to each Owner's Unit, plus a sum equal to said Unit Owner's interest in the remaining Common Areas, to be paid by the remaining Unit Owners.
- B. To the Unit Owner of the Common Areas or Limited Common Areas, whose Units were not condemned, as their interest may appear.
- C. A decision as to whether a like building may be constructed elsewhere on the Property shall be determined by the Unit Owners representing fifty-one (51%) percent of the Units.
- D. The condemnation of any Unit and its non-replacement with a like Unit shall terminate said Unit Owner's membership in the Association, after settlement of damages, as established herein. The remaining Unit Owners shall constitute the membership of the Association and the Unit Owners of the Common Areas. Their respective fractional interest therein shall be determined on the basis of a fraction of the number one (1) over the total number of remaining Units.

RIDGEVIEW CONDOMINIUM CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN



SCALE: 1" = 12'

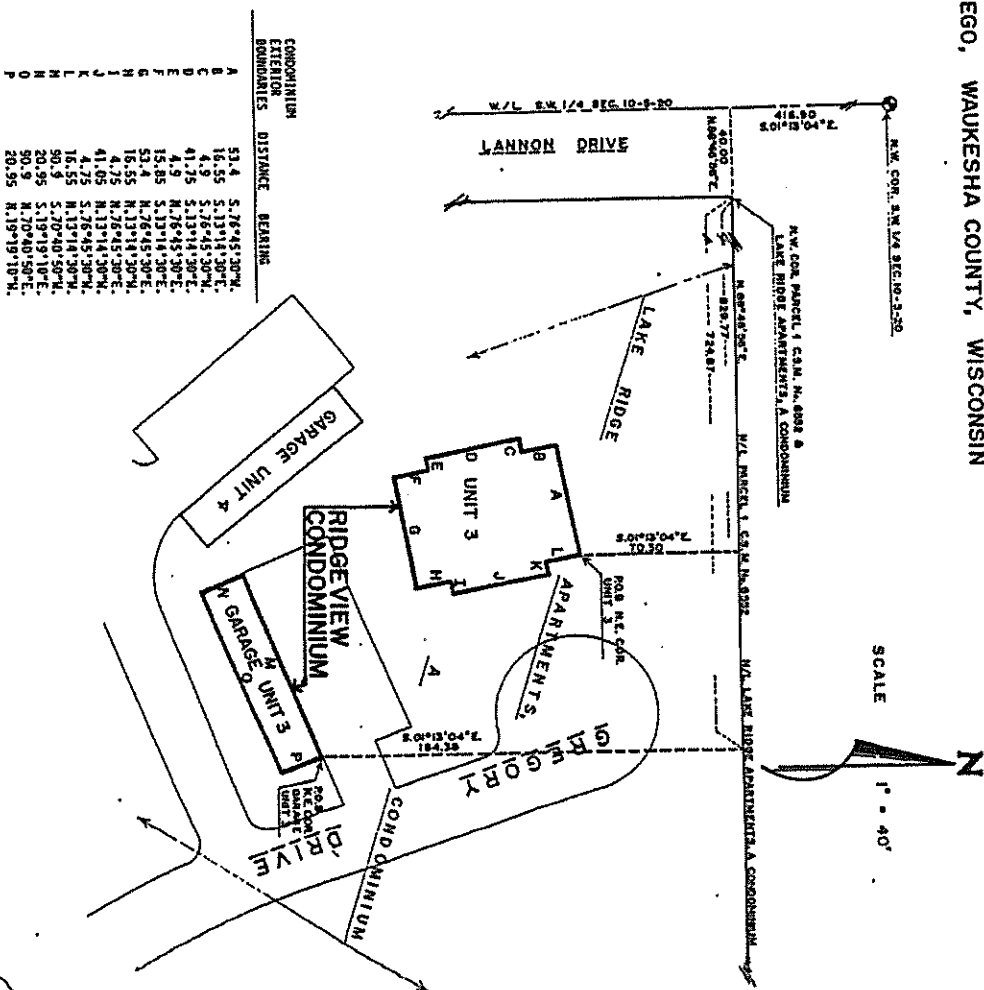
Exhibit A

Muskego, WI

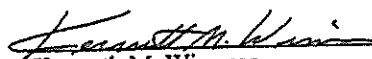
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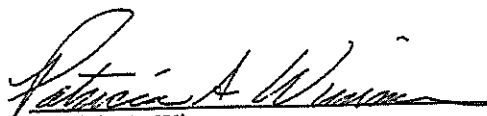
This condominium plat is a correct representation of, and the identification and location of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of diagrammatic floor plans of the condominium building and units contained in the plat or the approximate dimensions of floor areas thereon.

Dated at Greenfield, MI, this 2nd day of October, 1995



IN WITNESS WHEREOF, the said *Ridgeview Condominium*, by the Developer,
Kenneth M. Wimmer and Patricia A. Wimmer, have executed this Declaration on this
6 day of Feb, 1996.

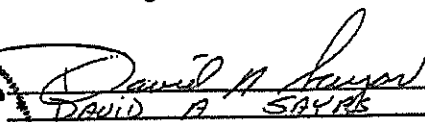

Kenneth M. Wimmer


Patricia A. Wimmer

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this 6 day of Feb, 1996, the
above-named *Kenneth M. Wimmer and Patricia A. Wimmer* to me known to be the persons
who executed the foregoing instrument and acknowledged the same.




DAVID A SAYAS
Notary Public, State of Wisconsin
My commission: permanent

This document was drafted by:
David A. Sayas, Attorney

Return to:
David A. Sayas, Attorney
Sayas, Schmuki & Galang, S.C.
11430 West Bluemound Road
Suite 200
Wauwatosa, Wisconsin 53226