# COBBLESTONE TRAILS

*Jackson, WY*

## COBBLESTONE TRAILS A CONDOMINIUM VILLAGE OF JACKSON WASHINGTON COUNTY

*Disclosure Materials*

*Condominium Declaration*

## EXECUTIVE SUMMARY

## COBBLESTONE TRAILS, A CONDOMINIUM
## VILLAGE OF JACKSON
## WASHINGTON COUNTY, WISCONSIN

1. *'Condominium Identification.'* The name of the Condominium is Cobblestone Trails, a Condominium.

2. *'Expansion Plans.'* Declarant has the right to expand the condominium up to a maximum total of 32 units. The expansion provisions are contained in Section 16 of the Declaration (beginning on page IV-15 of the Disclosure Materials). Declarant may expand the condominium, in one or more phases, at any time prior to February 11, 2015. The condominium will be managed by the Condominium Association during the expansion period. Declarant's rights to control the Condominium Association during the expansion period are set forth in Section 10.3 of the Declaration (beginning on page IV-6 of the Disclosure Materials) and in Article V of the Bylaws (beginning on page V-7 of the Disclosure Materials).

3. *'Governance.'* The name and address of the Association is The Cobblestone Trails Condominium Association, Inc., N89 W16416 Main Street, Menomonee Falls, WI 53051. The name, address and telephone number of the individual who may be contacted regarding the condominium in general is: Dirk E. Wildt, N89 W16416 Main Street, Menomonee Falls, WI 53051, telephone number 262 502-9344.

4. *'Special Amenities.'* The Condominium has no special amenities.

5. *'Maintenance and Repair of Units.'* The Unit Owner is responsible for repairing and maintaining all portions of the unit itself (see Section 5.2 of the Declaration, beginning on page IV-3 of the Disclosure Materials, for the definition of Unit Boundaries). The Unit Owner is responsible for repairing and maintaining those limited common elements consisting of all porches, patios and decks appurtenant to the owner's unit (see Section 8.2 of the Declaration, beginning on page IV-5 of the Disclosure Materials). Additional maintenance and repair responsibilities of Unit Owners are set forth in Article 12 of the Declaration (beginning on page IV-8 of the Disclosure Materials) and Article VII of the Bylaws (beginning on page V-9 of the Disclosure Materials). In addition, the Association has the right to delegate some common area maintenance to unit owners, as well as the right to assume some of the unit owners' maintenance responsibilities (see Sections 12.7 and 12.8 of the Declaration, beginning on page IV-9 of the Disclosure Materials, and Section 7.4 of the Bylaws, beginning on page V-11 of the Disclosure Materials).

6. *'Maintenance and Repair and Replacement of Common Elements.'* The Unit Owner is responsible for the maintenance, repair and replacement of those limited common elements consisting of all porches, patios and decks appurtenant to the owner's unit (see Section 8.2 of the Declaration, beginning on page IV-5 of the Disclosure Materials). The Unit Owner is responsible for keeping all of the Limited Common Elements appurtenant to the unit is a good, clean, sanitary and attractive condition (see Section 12.3 of the Declaration, beginning on page IV-8 of the Disclosure Materials). The Association is responsible for the maintenance, repair and replacement of the common elements (see Section 12.2 of the Declaration, beginning on page IV-8 of the Disclosure Materials), however, the Association has the right to delegate some common area maintenance to unit owners, as well as the right to assume some of the unit owners' maintenance responsibilities (see Sections 12.7 and 12.8 of the Declaration, beginning on page IV-9 of the Disclosure Materials). Section 7.4 of the Bylaws (beginning on page 11 of the Disclosure Materials) delegates to the Unit Owners responsibility for snow and ice removal and salting and cleaning of porches and walkways, and watering of lawns, shrubs, trees and other plantings.

7. *'Rental of Units.'* Unit Owners may rent their unit, subject to any restrictions set forth in the Declaration, the Bylaws and any Rules and Regulations adopted by the Association. Restrictions are set forth in Article 11 of the Declaration, beginning on page IV-7 of the Disclosure Materials, and in Section 8.1 (b) and (c) of the Bylaws, beginning on page V-12 of the Disclosure Materials.

8. *'Unit Alterations.'* Section 12.4 of the Declaration (beginning on page IV-8 of the Disclosure Materials) sets forth restrictions on structural changes by a Unit Owner. Article 20 of the Declaration (beginning on page IV-5 of the Disclosure Materials) sets forth the rules, restrictions and procedures governing a Unit Owner's authority to alter the unit or enclose Limited Common Elements. Section 8.3 of the Declaration (beginning on page IV-8 of the Disclosure Materials) sets forth restrictions on the use of Limited Common Elements.

9. *'Parking.'* Parking for this Unit consists of the garage that is part of the unit, and outdoor parking on that portion of the driveway that constitutes a Limited Common Element appurtenant to the unit (that portion of the driveway that services only that unit). The Association does not have a separate charge for parking. Parking is further subject to parking restrictions set forth in Section 8.1k of the Bylaws, beginning on page V-14 of the Disclosure Materials.

10. *'Pets.'* Pet restrictions are set forth in Section 8.1 (d) and (e) of the Bylaws (beginning on page V-12 of the Disclosure Materials). The Association has the right to adopt additional rules and regulations regarding pets.

1. *'Reserves.'* The Association maintains reserves for repairs and replacement of common elements beyond routine maintenance (see Section 6.4 of the Bylaws, beginning on page V-8 of the Disclosure Materials). A statutory reserve account under Sec. 703.163 of the Wisconsin Statutes is not maintained, however, the Association has the right to establish a statutory reserve account after the expiration of the period of Declarant control (see Section 15.14 of the Declaration, beginning on page IV-15 of the Disclosure Materials).

2. *'Fees on New Units.'* Provisions exempting the Declarant and modifying the Declarant's obligations to pay assessments on the Declarant's unsold units during and after the period of Declarant control are set forth in Section 15.8 of the Declaration (beginning on page IV-13 of the Disclosure Materials). Other provisions regarding the obligation of Declarant to pay common expenses during the period of Declarant control are set forth in Section 15.9 of the Declaration (beginning on page IV-13 of the Disclosure Materials). Each purchaser of a unit from Declarant is required to pay a Working Capital fee equal to the greater of $200.00, or 1/6$^{th}$ of the annual assessment (see Section 15.6 of the Declaration, \beginning on page IV-12 of the Disclosure Materials).

3. *'Amendments.'* A unit purchaser's rights and responsibilities may be altered by an amendment to the Declaration or Bylaws. Amendment provisions of the Declaration are described in Section 16.5 (beginning on page IV-16 of the Disclosure Materials) and Section 25.6 (beginning on page IV-22 of the Disclosure Materials). Current statutory provisions relating to amendment of Declarations are set forth in Sections 703.09 (2), 703.09 (3)(a), 703.093, 703.13 (6)(c) and (d), 703.13 (8)(b), and 703.26 of the Wisconsin Statutes. Amendment provisions for the Bylaws are set forth in Article X, beginning on page V-15 of the Disclosure Materials.

4. *'Other Restrictions or Features.'* The Condominium property part of a development commonly known as Sherman Meadows, and is subject to a Declaration of Restrictions recorded in the office of the Register of Deeds for Washington County, WI on August 25, 2004, as Document No. 1060674. The Condominium Association is a member of, and obligated to pay assessments made by, the unincorporated association known as Sherman Meadows Maintenance Association. See Section 24 of the Declaration (beginning on page IV-21 of the Disclosure Materials).

**DISCLOSURE MATERIALS**

**COBBLESTONE TRAILS, A CONDOMINIUM**
**VILLAGE OF JACKSON**
**WASHINGTON COUNTY, WISCONSIN**

Declarant: Cobblestone Realty & Development Corporation

Declarant's Business Address: N89 W16416 Main Street, Menomonee Falls, WI 53051

Declarant's Agent: Dirk E. Wildt

Agent's Business Address: N89 W16416 Main Street, Menomonee Falls, WI 53051

Unit Locations (all addresses are Jackson, WI 53037): W206 N16218 Melroy Place, W206 N16222 Melroy Place, W207 N16255 Elliot Drive, W207 N16247 Elliot Drive,

**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 SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.**

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**THE DISCLOSURE MATERIALS THE SELLER IS REQUIRED BY LAW TO PROVIDE EACH PROSPECTIVE CONDOMINIUM PURCHASER CONTAINS THE FOLLOWING DOCUMENTS AND EXHIBITS:**

1. ***'EXECUTIVE SUMMARY.'*** The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary begins on page III-1

2. ***'DECLARATION.'*** The Declaration establishes and describes the condominium, the units and the common areas. The Declaration begins on page IV-0i.

3. ***'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 V-0i.

4. ***'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 being on Page VI-0i.

5. ***'MANAGEMENT OR EMPLOYMENT CONTRACTS.'*** Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page VII-1.

6. ***'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 VIII-1.

7. ***'LEASES.'*** The Units in this condominium are not subject to leases of property or facilities which are not a part of the condominium.

8. ***'EXPANSION PLANS.'*** The declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on page IX-1.

9. ***'FLOOR PLAN AND MAP'.*** The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which show the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page X-1.

# CONDOMINIUM DECLARATION

## COBBLESTONE TRAILS, A CONDOMINIUM
## VILLAGE OF JACKSON
## WASHINGTON COUNTY, WISCONSIN

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Rec 2-1-05
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Return to: Title West, Inc.
N14 W24200 Tower place, Suite 110
Waukesha, WI 53188

# CONDOMINIUM DECLARATION FOR COBBLESTONE TRAILS, 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"), by Cobblestone Realty & Development Corporation, a Wisconsin Corporation, hereinafter "Declarant".

## 1. STATEMENT OF DECLARATION.

Declarant, as the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements constructed or to be constructed thereon (hereinafter referred to as "The Property") hereby submits and subjects said property to the condominium form of ownership pursuant to the Act and this Declaration, which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and of the Act. All provisions hereof shall be deemed to run with the land and constitute benefits and burdens of the Declarant, its successors and assigns, and all parties hereafter having any interest in the property.

## 2. NAME.

The real estate subject to this Declaration and all buildings and improvements thereon shall be known as Cobblestone Trails, A Condominium.

## 3. LEGAL DESCRIPTION.

The real estate which is hereby submitted and subjected to the provisions of the Act is legally described as set forth on Exhibit A attached hereto and incorporated herein.

## 4. DEFINITIONS.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) **"ASSOCIATION"** shall mean and refer to Cobblestone Trails Condominium Association, Inc., a corporation formed under the Non-Stock Corporation Statute, Chapter 181, Wis. Stats, its successors and assigns.

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(b) **"OWNER"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, or the holder of an equitable interest as a Land Contract Vendee, but excluding those having such interest merely as security for the performance of an obligation.

(c) **"UNIT"** shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located in one or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the recorded Condominium Plat, excluding the land underneath same.

(d) **"UNIT NUMBER"** shall mean the number identifying a Unit.

(e) **"COMMON ELEMENTS"** shall mean all of the condominium, excepting the Units and excepting and subject to any structures or improvements owned by any public utility or by any governmental agency or entity.

(f) **"LIMITED COMMON ELEMENTS"** shall mean those Common Elements identified in this Declaration or on the Condominium Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(g) **"DECLARANT"** shall mean and refer to Cobblestone Realty & Development Corporation and those successors and assigns of Declarant's rights. The Declarant may also be referred to as a Developer.

(h) **"MORTGAGE"** shall mean any recorded Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

(i) **"MORTGAGEE"** shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgagee or such land contract.

(j) **"MAJORITY"** shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

(k) **"PERSON"** shall mean an individual, corporation, partnership, association, trust, limited liability company or other legal entity.

## 5. BUILDINGS AND UNITS

**5.1 BUILDING AND UNIT IDENTIFICATION.** Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Condominium Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. The street addresses of the Units are set forth on the attached Exhibit C

**5.2 UNIT BOUNDARIES.** The vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.

All windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors, shall be considered a part of the Unit. All attic space accessible exclusively from one Unit shall be considered part of that Unit. All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. All plaster, drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, and similar interior finishing and decorating shall be considered part of the Unit.

The garage for each Unit shall be considered to be part of the Unit. Garages shall not be conveyed separately from Units. All conveyances of Units shall be deemed to include the conveyance of the garage included in such Unit whether or not the garage is specifically set forth in the document of conveyance.

## 6. DESCRIPTION, LOCATION AND TYPE OF BUILDINGS.

The buildings on the real estate described in Section 3 above are planned to be not more than two stories in height, with not more than two (2) Units per building, constructed principally of wood and use of masonry and concrete, with such exterior siding and trim materials as Declarant may determine in Declarant's sole discretion, and, when built, will contain a total of two (2) residential condominium Units in One (1) building. The building will be located on the real estate as indicated in the Condominium Plat. It is the intent of the Declarant to build the residential condominium Units in stages. Declarant has reserved expansion rights to expand the Condominium up to a maximum of thirty-two (32) Units. The buildings in the Expansion Area may contain up to two (2) Units per building.

Declarant reserves the right to change, in conjunction with the initial construction, and without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the buildings, Units and Common and Limited Common Elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and Units, and subject to the following:

(a) Notwithstanding the above, Declarant reserves the right to change the number, size and dimension of the buildings in which condominium Units are to be constructed as presently shown on the Condominium Plat, to larger or smaller residential building sizes, at its sole discretion, providing no building shall be constructed with more than two (2) Units.

(b) Declarant reserves the right to increase or decrease the square footage of any Unit and/or any Limited Common Element, and/or any building, including but not limited to the right to increase or decrease the square footage of land area occupied by any or all buildings.

(c) Such changes in the size of a building, the number of buildings, the number of Units in a building, and/or the size of any Units shall not increase the total number of Units (i.e. thirty-two (32), including Units which may be added in the Expansion Area pursuant to Section 16 of this Declaration) to be built within this condominium development.

(d) In the event of any changes, the Declarant shall record, from time to time, an Addendum to the Plat of this condominium development showing the changes, including location, size and dimensions of said buildings with the appropriate designations thereof.

## 7. COMMON ELEMENTS AND FACILITIES.

7.1 **Description.** The Common Elements and facilities shall consist of all of Cobblestone Trails, A Condominium, including improvements and appurtenances, except the individual Units and fixtures therein, as defined hereunder and shall include, without limitation, the land on which the buildings are located; the buildings' exteriors, including garage exteriors; perimeter and bearing walls; surface parking; building roofs; foundations; common pipes, ducts, electrical wiring and conduits; common utility services; public utility lines (except those owned by the applicable utility); outside walls; beams and supports; and the walks, driveways, and landscaping comprising the condominium property.

7.2 **Owner's Right to Ingress and Egress and Easement of Enjoyment.** Each owner shall have the right to ingress and egress over, upon and across the Common area necessary for access to his Unit and a right of enjoyment in and to the Common areas (except those designated as Limited Common Elements, the use of which are limited to one or more, but less than all, of the Unit owners).

7.3 **Easements.** Each Unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls of his Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space

between walls may be necessary for such uses, provided that the Unit owner shall do nothing to impair the structural integrity of any of the buildings, and provided further that the Common Elements and facilities be restored to their former condition by the Unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit owners and the Association for the installation, maintenance and repair of common utility services located in and/or on any part of the Common Elements or Units.

## 8. LIMITED COMMON ELEMENTS.

8.1 **Description.** The Limited Common Elements and facilities are those areas designated as Limited Common Elements on the Condominium Plat, and all portions of any porches, patios, decks, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Condominium Plat. The exclusive use of Limited Common Elements shall be reserved to the owner or occupant for the Unit to which they are appurtenant, to the exclusion of all other Units and Unit owners in the condominium. That portion of any driveway or walkway which services more than one, but less than all, of the Units is hereby deemed a Limited Common Element appurtenant to the Units serviced thereby.

8.2 **Patios, Decks and Porches.** All patios, decks and porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens, are Limited Common Elements appurtenant to the Unit to which same are attached. Developer has the express right to construct patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens, at the time of initial construction of any Unit, and all such patios, decks and/or porches constructed by the Developer as part of the initial construction shall be deemed Limited Common Elements appurtenant to such Unit. The actual deck or patio constructed by Declarant at the time of initial construction may be smaller than the Limited Common Area shown on the recorded Plat. This provides the Unit owner with the opportunity to expand the deck or patio at a later date, subject to approval by the Association as provided for elsewhere in this Declaration. The Unit owner shall be solely responsible for all costs of maintaining and repairing all patios, decks and porches appurtenant to such Unit, including any roof or awning covering same, and including any windows or screens enclosing same. The Unit owner shall maintain same in a first class condition at all times.

8.3 **Use.** The manner of use of the Limited Common Elements shall be governed by the Act, this Declaration, the By-laws of the Association, and such rules and regulations as may be established by the Association, and no Unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to the Act, this Declaration, the By-Laws and/or the rules and regulations. No major or structural changes or alternations shall be made by any Unit owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given or denied upon such terms and conditions as the Association deems appropriate.

## 9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit owner shall own an undivided interest in the Common Elements and facilities and Limited Common Elements as a tenant in Common with all other Unit owners and, except as otherwise limited by the Act, this Declaration, the By-laws of the Association, and such rules and regulations as may be established by the Association, 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 his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his Unit.

Each Unit's fractional share of ownership in the Common Elements shall be one-half (1/2). This fractional share is subject to change pursuant to Section 16 of this Declaration.

## 10. ASSOCIATION OF UNIT OWNERS.

**10.1 Membership, Duties and Obligations.** All Unit owners shall be entitled and required to be a member of an association of Unit owners known as Cobblestone Trails Condominium Association, Inc. (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-stock 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 the Act, this Declaration and the By-Laws and rules and regulations of the Association including the sharing of common expenses as described therein.

**10.2 Voting Rights.** Each Unit shall be entitled to one vote at meetings of the Association. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall there by more than one vote cast with respect to any Unit. There can be no split vote. If only one of multiple owners of a Unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that Unit on any issue without protest being made promptly by any of the other owners of such Unit to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple owners prior to the vote being completed, said Unit shall not be entitled to cast a vote on that issue.

The respective rights, qualifications and obligations of the members may be further set forth in the Articles of Incorporation and the By-Laws of the Association.

**10.3 Control.** Notwithstanding any other provisions herein contained, and to the extent not prohibited by applicable law, Declarant, its successors and assigns, shall be entitled to one vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Declarant shall have sufficient votes to constitute a majority of votes until all of its Units are sold, including but not limited to any and all Units, built or unbuilt, not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration; provided, further, that Declarant's control shall cease ten (10) years after the first Unit is conveyed by Declarant to any person other than Declarant, or thirty days after the

conveyance of seventy-five percent of the Common Element interest to purchasers, (determined by including the Common Element interest appertaining to any and all Units not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration), whichever time is earlier. Each owner of a condominium Unit in Cobblestone Trails 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. The foregoing provision for Declarant control shall not apply to the election of those directors required to be elected by Unit owners other than the Declarant pursuant to Wisconsin Statutes sec. 703.15(2)(d).

10.4 **Association Personnel.** The Association may obtain and pay for the service 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. The Association may contract for common services or utilities as may be required for each Unit.

## 11. RESIDENTIAL PURPOSE.

The buildings and the Units contained therein, and the Common and Limited Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and rules and regulations of the Association. Notwithstanding the foregoing, until such time as the Declarant has sold all of its Units in the condominium, the Declarant shall have the right to use any or all unsold Units, and any portion of the Common Elements as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The use of Units and Common and Limited Common Elements is further subject to the following:

(a) The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an owner, it may not thereafter be leased except for a term of not less than thirty (30) days. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number, and such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached. Within five (5) business days after entering into or renewing a written condominium rental agreement, the Unit owner shall provide a copy of the agreement to the Association. The Association shall keep a copy of any condominium rental agreement on file while the agreement is in effect. Before a tenant occupies a Unit, the Unit owner shall provide a copy of the declaration and the Association bylaws and rules to the tenant or place the information in the Unit. Any such lease shall not relieve a Unit owner from any obligation imposed by the Act, this Declaration, the By-Laws or Articles of Incorporation of the Association, and/or rules and regulations adopted pursuant thereto, including but not limited to the duty to pay common expenses. The rental of Units is further subject

to such further conditions and restrictions as may be set forth in the By-Laws and/or rules and regulations of the Association.

(b) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than thirty (30) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

## 12. REPAIRS AND MAINTENANCE.

**12.1 Individual Units.** Each Unit owner shall be responsible for keeping the interior of his Unit, all of its equipment, fixtures and appurtenances, and all patios, decks and porches, 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/her Unit, and all patios, decks and porches, all as may be more fully set forth in the By-Laws and/or rules and regulations of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, or other equipment which may be in, or connected with, the Unit or the Limited Common Elements appurtenant to the Unit.

**12.2 Common Elements and Facilities.** Except as otherwise set forth herein, 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 kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair and maintenance of the buildings and exterior walls and roofs, parking, upkeep and maintenance of private roadways, water, sanitary and storm sewer mains and laterals, walks, drives and landscaping. All expenses of the Association, except as otherwise set forth in this Declaration and/or the By-Laws, shall be charges to the Unit owners as a common expense.

**12.3 Limited Common Elements.** Each Unit owner shall keep the Limited Common Elements appurtenant to his Unit, as defined in Section 8 hereto and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition.

**12.4 Prohibition Against Structural Changes by Owner.** A Unit owner shall not, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the building in which his Unit is located or any Common or Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the owner(s) of other Unit(s). A Unit owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.

12.5 **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 owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units at the discretion of the Board of Directors.

12.6 **Decorating.** Each Unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within his Unit.

12.7 **Delegation of the Maintenance of Common Elements.** Notwithstanding any other provision of this Declaration, the Association is hereby expressly granted the power to delegate to Unit owners some or all of the routine maintenance of Common Elements and/or Limited Common Elements, and the expense of repair and/or replacement occasioned by the failure of the Unit owner to properly maintain same shall be the responsibility of the Unit owner. The delegation of maintenance responsibilities shall be set forth in the By-Laws. The Association, at its option, may establish specific maintenance requirements for said delegated maintenance responsibilities in its Rules and Regulations.

12.8 **Assumption by Association of Unit Maintenance.** The Association may, by resolution adopted by the affirmative vote of the majority of all members (not merely the majority vote of the members present at a meeting at which a quorum is present) authorize the Association to assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of the Units (such as windows, window frames, exterior doors, garage doors, porches, decks, etc.) which affect the exterior appearance of Units in Cobblestone Trails Condominium, and to charge the expenses for same as a common expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of the majority of all members, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair.

## 13. DESTRUCTION AND RECONSTRUCTION.

13.1 **Repair and Reconstruction.** In the event of a partial or total destruction of the Common Elements, they shall, subject to the provisions of Section 13.2 below, be rebuilt and repaired 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 five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

13.2 **Assessments and Partition.** In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a common expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event 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 interests in each Unit.

## 14. INSURANCE.

The Association shall provide and maintain insurance for the property against loss or damage by fire and such other hazards for not less than the full replacement value of the property insured and a liability policy covering all claims commonly insured against. Insurance coverage shall be written on the property 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. 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 their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account 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 Board of Directors at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

The insurance shall afford protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use.

In the event of partial or total destruction of the building or other Common Elements and the repair or reconstruction of the same in accordance with the Section 13 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 of the property 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.

If insurance coverage is available to combine protection for the Association and the Unit owners' individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of insurance protection. Nothing contained in this paragraph shall be deemed to prohibit any Unit owner, at his own expense, from obtaining any additional insurance coverage on his improvements or on his Unit.

The Association shall also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and 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.

All premiums for Association insurance and other insurance obtained by the Association shall be a common expense of the condominium, except that any increase in the rating or premium charge for any such insurance caused by the character of any Unit, and/or by the character of use of any Unit shall be an expense solely for such Unit owner. A complete insurance appraisal of each building on the condominium shall be made at least once every three (3) years. Unless otherwise required by applicable law, the insurance appraisal may be dispensed with if the insurance policy includes guaranteed replacement cost coverage.

## 15. COVENANT FOR ASSESSMENTS.

15.1 **Agreement to Pay Assessment.** Developer for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

15.2 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such other purposes as are permitted by the terms of this Declaration.

15.3 **Annual Assessments.** The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment. The budget shall be adopted and distributed to all Unit owners on an annual basis, and shall include all information required by the Act at the time of adoption of the budget (as of the date of execution of this Declaration, said provisions are set forth in Wisconsin Statutes Section 703.161)

15.4 **Special Assessments.** In addition to the annual assessments authorized above, the Association may levy special assessments for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special assessments or enforcement of the provisions of the Declaration; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members affected who are voting in person or by proxy at a meeting duly called for this purpose: and provided further, however, that as long as Declarant owns any unsold Unit (including but not limited to any and all Units, built or unbuilt, not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration), no such special assessment shall be enacted for the acquisition or construction of any new capital improvement, or for the acquisition of any personal property for common use, unless such special assessment is consented to, in writing, by Declarant. Written notice of any meeting called for the purpose of taking any action authorized under this Section 15.4 shall be sent to all affected members in the manner prescribed by the By-

Laws, and to any mortgagee who shall request such notice in writing, not less than ten (10) days or more than sixty (60) days in advance of the meeting. The Declarant shall not be entitled to utilize the provisions of this Section 15.4 so as to cause a Special Assessment to be levied for the purpose of assessing Unit owners for the cost of Declarant's initial Common Element improvements.

15.5 **Special Assessments Against a Particular Unit.** Special assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any Limited Common Elements;

(e) Interest due on General and Special Assessments;

(f) Forfeitures and other penalties as provided for in the By-Laws and/or Rules and Regulations levied by the Board for violations of the Condominium Documents by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

(g) Costs and expenses incurred by the Association for the maintenance, repair and/or replacement of Common Elements and facilities resulting from the failure of a Unit owner to perform delegated maintenance.

(h) Sums due the Association pursuant to Sec. 8.2 and/or Sec. 20.1 of this Declaration.

(h) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

15.6 **Working Capital.** Each purchaser of a Unit from Declarant or its successors or assigns shall pay to the Association, at time of conveyance of the Unit, for working capital purposes, a sum equal to Two Hundred Dollars ($200.00) or one-sixth (1/6th) of the annual assessment, whichever is greater. As long as Developer is in control of the Association,

Developer shall not use any of said working capital funds to defray Developer's expenses or construction costs. The working capital contribution applies only to a sale to an initial purchaser, and shall not be collected upon any subsequent transfer or sale of a Unit.

15.7 **Uniform Rate of Assessment.** Both annual and Special Assessments must be fixed at a uniform rate for all Units subject to assessment; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 15.5 above.

15.8 **Date of Commencement of Assessments.** The annual assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the date of the conveyance of the such Unit by the Declarant, or on the first day of the actual occupancy of such Unit for residential purposes, whichever occurs first, provided, however, that with respect to any Unit conveyed by Declarant prior to the issuance of an Occupancy Permit for such Unit, the monthly installments for such Unit shall commence on the date of the issuance of an Occupancy Permit (temporary or final) for such Unit, or the first day of the actual occupancy of such Unit for residential purposes, whichever occurs first. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Partial months shall be prorated on a daily basis. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

15.9 **Declarant's Obligation for Common Expenses During Period of Declarant Control.** As set forth is Sec. 703 16 (2)(b), Wis. Stats, during the period of Declarant control of the Association under Sec. 703.15 (2)(c), Wis. Stats., if any unit owned by the Declarant is exempt from assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based upon the anticipated common expenses set forth in the annual budget under Sec. 703.161 (2)(a), Wis. Stats. The Declarant is liable for the balance of the actual common expenses.

15.10 **Lien for Assessments.** All sums assessed to any Unit pursuant to this Section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

(b) A Lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in the Washington County, Wisconsin, Real Estate Records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Mechanics liens filed prior to the making of the assessment;

(d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wis. Stats.; and

(e) A lien under Section 292.31 (8)(i) or 292.81, Wis. Stats.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare and file a written notice of lien in any manner allowed by law at the time of filing of the lien. No notice of lien shall be filed until there is a delinquency in payment of the assessment. Such lien may be foreclosed or otherwise enforced in any manner permitted by law at the time of enforcement. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses of filing the notice of lien, and all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. All such costs and expenses shall be secured by the lien. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium documents which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

**15.11 Effect of Non-payment; Remedies.** Any assessment not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid.) All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against any or all past or present Unit Owners, occupants and tenants personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without

waiving the lien securing the same. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may, at the option of the Association, be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, may, at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the applicable Unit Owners responsible for payment (past or present), jointly and severally, all costs and expenses of collection, including but not limited to reasonable attorney's fees.

15.12 **Sale or conveyance.** The Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage or other lien having priority as set forth above shall extinguish the lien of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relieve such Unit from liability for any assessments which thereafter become due or from the lien thereof.

15.13 **Prohibited Voting.** A Unit Owner shall be prohibited from voting as a meeting of the Association if the Association has recorded a statement of condominium lien on the person's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

15.14 **Statutory Reserve Account.** The Declarant elects not to establish a Statutory Reserve Account at the time of creation of this condominium. Pursuant to the provisions of sec. 703.163 (4), Wis. Stats., the issue of a Statutory Reserve Account shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of the period of Declarant control.

## 16. EXPANDING CONDOMINIUM

16.1 **Annexation of Condominium Property.** Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium by annexing to the plan of Condominium Ownership which is the subject of this Declaration, in one or more stages, at any time prior to the expiration of ten (10) years after the date of the recording of this Declaration, all or any portion of the real property which is described in Exhibit B which is attached hereto, and incorporated herein. The real property which is subject to annexation is designated as "EXPANSION REAL ESTATE" on the Condominium Plat. The general outlines and locations of the buildings and Units which may be constructed thereon are shown on said Plat.

16.2 **Restrictions and Conditions Applicable to Annexed Property.** The maximum number of Units which may be added as a result of the annexation of the real property described in Exhibit B is thirty (30) Units, for a maximum total of thirty-two (32) Units. The Units added, and their owners, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions and

resolutions as may from time to time be adopted by the Association in accordance with its By-Laws.

16.3 **Change in Fractional or Percentage Interest.** In the event of the addition of Unit(s) pursuant to an annexation as set forth above, the fractional or percentage Common Element interest, the fractional interest for voting purposes, the liabilities for common expenses and the rights to common surpluses appurtenant to each Unit following the addition of such property to the Condominium shall be that fraction using the number 1 as the numerator and using the total number of Units subject to this Declaration, including the Unit(s) added pursuant to such annexation and all prior annexations, as the denominator.

16.4 **Voting Rights.** Following the addition of Unit(s) pursuant to annexation, the number of votes appurtenant to each Unit subject to this Declaration, including the added Unit(s), shall be one (1).

16.5 **Procedures for Annexation.** The right of annexation created and reserved herein to Declarant, its successors and assigns, shall be exercised by recording one or more amendments to this Declaration and one or more Addendums to the Condominium Plat in the manner and form required by Wisconsin Statutes Sec. 703.26. By acceptance of a deed of conveyance of a Unit from the Declarant, the grantee of such Unit and each assignee or successor in title to such Unit shall, in the event of annexation as aforesaid, be deemed to consent and agree to the adjustment in the fractional or percentage of undivided interest in the Common Elements, the liabilities for common expenses and the rights to common surpluses, and to the adjustment of the total number of votes, and Declarant, its successors and assigns, shall have, in the event of such annexation, the right, power and authority to execute, deliver and record in the office of the Register of Deeds for Washington County, Wisconsin, on its own behalf, and on behalf of the grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the percentage or fractional undivided interest in the Common Elements, the liabilities for common expenses and the rights to common surpluses, and the total number of votes in the Association. Any and all annexation amendments to this Declaration may be executed by the Developer, and/or its successors and assigns, alone, and shall not be subject to the provisions of Section 25.6 of this Declaration.

16.6 **Consent of Unit Owners and Power of Attorney.** Each Owner of a Condominium Unit shall be deemed by acceptance of a deed to any Unit to agree, approve and consent to the aforesaid annexation, or series of annexations, or to any part thereof, and the aforesaid adjustment in and to the percentages of the undivided interest in the Common and Limited Common Elements and facilities pertaining to each Unit and its owner, and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in the stead of such Unit Owner with respect to the aforesaid annexation(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this section. Nothing contained herein shall be deemed to place any obligation whatsoever on the Declarant, its successors and assigns, with respect to accomplishment of any annexation of the aforesaid property, or construction of any Condominium Units thereon, nor shall anything contained herein be deemed to grant or create a right to Unit Owners under this Declaration with respect to such annexation or construction of Units. The condominium, if and when expanded to thirty-two (32) Units, may or may not include all of the land described in Exhibit B.

## 17. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and facilities and Limited Common Elements through judicial proceeds or otherwise, except as otherwise provided in the Act or 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 (by sale, but not in kind) of said single Unit as between such co-owners. No Unit may be subdivided or separated.

## 18. CONVEYANCE TO INCLUDE INTEREST 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 thereof 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.

## 19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

**19.1 Utilities.** Easements may hereafter be declared and granted for the benefit of the Unit owners by the Declarant, as long as Declarant owns any unsold Unit (including but not limited to any and all Units, built or unbuilt, not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration), and thereafter by the Association, for utility purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television wires and equipment, electrical and/or fiber optic conduits, wires and equipment, including power transformers, and such other utility service lines which may exist now or in the future, over, under, along and on any part of the Common Elements and Limited Common Elements and facilities to service the condominium property. Easements for the benefit of Unit Owners are hereby declared and granted, for utility purposes, for all utility service lines now existing or hereafter installed by or with the consent of Declarant over, under, along and on any part of the Common Elements and Limited Common Elements and facilities. The provisions of this section shall not be construed any form of restriction or limitation on the powers (conditional or otherwise) of the Association as enumerated in Sec. 703.15(3) of the Wisconsin Statutes.

**19.2 Encroachments.** In the event that by reason of the construction, reconstruction, settlement, or shifting of any of the buildings 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 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 the Common Elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct or acquiescence of said owner or owners.

19.3 **Binding Effect.** All easements and rights described in this Section 19 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 19.

## 20. ARCHITECTURAL CONTROL.

20.1 **Architectural Control Authority.** No exterior additions or alterations (including painting or decorating) of any buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained except such as are installed or approved by the Developer in connection with the initial construction of the building, until the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost, proposed impact on the appearance of the condominium, and a statement identifying the project contractor shall have been submitted to and approved in writing by the Board of Directors of the Association. Approval may be granted or denied at the discretion of the Board. Approval is further subject to compliance with the provisions of Sec. 703.13 (5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approved, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board nor its designee(s) representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a special assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the owner(s) of such Unit, for obtaining any required approvals from the Village of Jackson and/or Washington County and/or the State of Wisconsin. The owner(s) of such Unit (jointly and severally) shall further indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of

modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval.

20.2 **Developer Control.** During the period of Developer Control, Developer shall have the exclusive right to act as the representative of the Board for Architectural Control purposes.

20.3 **Antennae.** No exterior antennae, other than one dish antenna not exceeding 36 inches in diameter per Unit, shall be placed on any building without the approval of the Board or its designee, which approval may be permitted or denied at the sole discretion of the Board or its designee. No satellite dishes exceeding 36 inches in diameter shall be allowed on the property, either on a temporary or permanent basis, at any time. With respect to dish antennas not exceeding 36 inches in diameter, no more than one shall be allowed for any Unit, same shall not be attached to the front of any building, and same shall not be located in the front yard of any building. The Unit owner shall be responsible for any damage to the building and/or contents resulting, in any way, from the existence of such antenna.

## 21. MORTGAGEE RIGHTS.

21.1 **Right to Notice.** The holder of any first mortgage or land contract upon a Unit in Cobblestone Trails Condominium ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident agent as specified herein, shall be entitled to receive notice from the Association of the following matters:

(a) 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 the Condominium documents, which default or delinquency is not cured within 60 days after written notice of said default or delinquency by the Association to the said mortgagor;

(b) Written notice of the call of any meeting of the membership 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 by the By-Laws of the Association.

(c) Written notice of any damage or destruction to the Common Elements of the Condominium, including the buildings, fixtures and equipment which are a part of the Common Elements, which is in an aggregate amount exceeding $10,000.00, at such time as such damage or destruction is known to the Board of Directors.

## 22. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.

Unit owners in Cobblestone Trails, A Condominium may, subject to the approval of the Board of Directors of the Association, reallocate Unit boundaries between adjoining Units, merge two adjoining Units into one Unit and/or separate a previously merged Unit into the number of Units which originally existed, upon compliance with the applicable provisions of the Act. The Board may approve or deny such request in its sole discretion, and may condition any approval upon compliance with such conditions as it may determine to be reasonable and appropriate.

## 23. ACCESS AND STORM WATER EASEMENTS

23.1 **Access Easement.** Declarant hereby retains a non-exclusive easement, for ingress and egress purposes, for the use and benefit of all of the lands described on Exhibit B attached hereto, and such other lands as Declarant may determine in Declarant's sole discretion, in those lands presently included within Cobblestone Trails Condominium (the property described on Exhibit A attached hereto), and the lands subsequently added to Cobblestone Trails Condominium from the property described on Exhibit B attached hereto, which are part of the lands described as the "Access Easement" on the recorded condominium Plat. As to the lands presently included in Cobblestone Trails Condominium (the property described on Exhibit A attached hereto), the easement area retained herein consists of that portion thereof included with the description set forth as the Access Easement on the Plat (designated on the Plat as Exhibit "A" Legal Description and Exhibit "B" Legal Description). As to lands hereafter added to the Condominium from the property described on Exhibit B attached to this Declaration, the easement area retained herein shall consist of those portions of the lands so added which are included in the descriptions of the Access Easement as set forth on the Plat, together with all additional Access Easement Areas, if any, shown and/or described on the Addendum to the Condominium Plat which adds such lands. Declarant hereby grants to Cobblestone Trails Condominium a non-exclusive easement, for ingress and egress purposes, for the use and benefit of the Condominium Association and All Units in the Condominium (including all Units presently existing and all Units hereafter added to the Condominium), in that portion of the lands described as the Access Easement on the Plat which is reasonable necessary for access to and from the Units and Common Elements in the Condominium. Until such time as Declarant, and/or its successors and/or assigns, no longer has the right to add to the Condominium any remaining lands described on Exhibit B attached hereto, the maintenance of all portions of the Access Easement granted to the Association and the Condominium Units shall be the responsibility of the Cobblestone Trails Condominium Association. At such time as Declarant's rights to add said lands to the Condominium no longer exists, the expense of maintaining the roadways within the easement area shall be shared on an equitable basis between and among the Association and the owners of the lands having the right to use the Access Easement. If the parties are unable to agree upon an allocation of such maintenance expenses, same shall be determined by arbitration.

23.2 **Storm Water Easement.** Declarant hereby retains a non-exclusive easement, for drainage purposes, for the use and benefit of all of the lands described on the Exhibit B attached hereto, and such other lands as Declarant may determine in Declarant's sole discretion, in those lands subsequently added to Cobblestone Trails Condominium from the property described on Exhibit B attached hereto, which are part of the easement area described

below. The recorded condominium Plat describes an area designated "Storm Water Easement Area". As to lands hereafter added to the Condominium from the property described on Exhibit B attached hereto, the easement area retained herein shall consist of those portions of the lands so added which are included in the description of the Storm Water Easement Area on the Plat, together with all additional Storm Water Easement Areas shown and/or described on the Addendum to the Condominium Plat which adds such lands. Declarant hereby grants to Cobblestone Trails Condominium a non-exclusive easement, for drainage purposes, for the use and benefit of the Condominium Association and All Units in the Condominium (including all Units presently existing and all Units hereafter added to the Condominium) in the lands described on the Plat as "Storm Water Easement Area". Until such time as Declarant, and/or its successors and/or assigns, no longer has the right to add to the Condominium any remaining lands described on Exhibit B attached hereto, the maintenance of all portions of the Storm Water Easement shall be the responsibility of the Cobblestone Trails Condominium Association. At such time as Declarant's right to add lands to the Condominium no longer exists, the expense of maintaining the Storm Water Easement shall be shared on an equitable basis between and among the Association and the owners of the lands having the right to use the Storm Water Easement. If the parties are unable to agree upon an allocation of such maintenance expenses, same shall be determined by arbitration.

## 24. SHERMAN MEADOWS MAINTENANCE ASSOCIATION

The property described on the attached Exhibits A and B is subject to a Declaration of Restrictions recorded in the Office of the Register of Deeds for Washington County, Wisconsin on August 25, 2004, as Document No. 1060674. Pursuant to said Declaration of Restrictions, the owners association for Cobblestone Trails Condominium is a Member of the unincorporated association known as Sherman Meadows Maintenance Association. The owners association for Cobblestone Trails Condominium is responsible for all obligations imposed by said Declaration and for all assessments due pursuant to said Declaration and the association created therein, with respect to the property included in Cobblestone Trails Condominium.

## 25. GENERAL PROVISIONS.

25.1 **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

25.2 **Severability.** If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

25.3 **Termination.** This Declaration may be terminated only in the manner allowed by the Act as of the time of termination.

25.4 **Notices.** All notices and other documents required or permitted to be given by this Declaration or the By-Laws of the Association to a Unit Owner shall be sufficient if given to one (1) owner of a Unit regardless of the number of owners who have an interest therein. All owners shall provide the Association with an address for the mailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with the Association.

25.5 **Non-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 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.

25.6 **Amendments.** This Declaration may be amended in the manner allowed by law at the time of amendment; provided, however, that, as long as Declarant owns any unsold Unit (including but not limited to any and all Units, built or unbuilt, not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration) no Amendment to this Declaration shall be effective unless consented to in writing by Declarant. In no event shall the consent or signature of Unit owners or mortgagees be required for any Amendment pursuant to Section 16 of this Declaration.

25.7 **Registered Agent.** Dirk E. Wildt is hereby appointed by Declarant as the registered agent for the condominium. The address of said registered agent is: N89 W16416 Main Street, Menomonee Falls, WI 53051. The registered agent may be changed in accordance with any provision allowed by law in effect at the time of such change. As of the date of filing of this Declaration, the provisions regarding the qualification, designation and filing of the name and address of the registered agent are set forth in Sec. 703.23, Wis. Stats. As set forth in said statutory section, if the Association is incorporated, the registered agent for the association shall be the registered agent for the condominium.

25.8 **Assignment.** The rights and obligations of Declarant may be assigned in any manner allowed by law at the time of assignment.

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

25.10 **Captions.** The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

**IN WITNESS WHEREOF**, the said Cobblestone Realty & Development Corporation, Declarant, has caused this document to be executed this 10th day of February, 2005.

Cobblestone Realty & Development Corporation,
a Wisconsin Corporation

By: _____
Roy A. Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 10th day of February, 2005, the above named Roy A. Wildt, President of Cobblestone Realty & Development Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Print Name: Daniel R. Heuer
Notary Public, State of Wisconsin
My Commission expires: _____

DANIEL R. HEUER NOTARY PUBLIC STATE OF WISCONSIN

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## CONSENT OF FIRST MORTGAGE HOLDER

Tri-City National Bank, being the holder of the First Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: 2/10/05

Tri-City National Bank

By: _____

Print Name & Title: Robert Figueroa, Vice President

## ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 10 day of February, 2005, the above named Robert Figueroa of Tri-City National Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Print Name: Daniel R. Heiden
Notary Public, State of Wisconsin
My Commission expires: 7/8/10

DANIEL R. HEIDEN NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Atty. Daniel R. Heiden
State Bar No. 1017551

DRH020805

# EXHIBIT A

## LEGAL DESCRIPTION OF COBBLESTONE TRAILS CONDOMINIUM (PHASE I)

***PHASE 1 LEGAL DESCRIPTION:***

*Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin bounded and decscribed as follows:*

*Commencing at the SW corner of said Certified Survey Map No. 5727; THENCE N01°12'13"W along the east line of Glen Brooke Drive, 289.86 feet; to the POINT OF BEGINNING THENCE continue northerly along said line N01°12'13"W, 102.97 feet; THENCE N88°47'47"E, 94.59 feet;THENCE 43.98 feet along an arc of a circle whose center is to the right whose radius is 28.00 feet whose chord bears S46°12'13"E, 39.60 feet; THENCE S01°12'13"E, 62.58 feet; THENCE 12.40 feet along an arc of a circle whose center is to the left whose raduis is 164.00 feet whose chord bears S03°22'12"E, 12.40 feet; THENCE S88°47'47"W, 123.06 feet; to the POINT OF BEGINNING. Said lands containing 12,457 square feet or 0.2860 acres, more or less.*

# EXHIBIT B

## LEGAL DESCRIPTION OF EXPANSION REAL ESTATE

***EXPANSION REAL ESTATE LEGAL DESCRIPTION:***

*Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin bounded and decscribed as follows:*

*Commencing at the SW corner of said Parcel 3, said point being the POINT OF BEGINNING THENCE N01°12'13"W along the east line of Glen Brooke Drive, 289.86 feet; THENCE N88°47'47"E, 123.06 feet; THENCE 12.40 feet along and arc of a circle whose center is to the right whose radius is 164.00 feet whose chord bears N03°22'12"W, 12.40 feet; THENCE N01°12'13"W, 62.58 feet; THENCE 43.98 feet along an arc of a circle whose center is to the left whose radius is 28.00 feet whose chord bears N46°12'13"W, 39.60 feet; THENCE S88°47'47"W, 94.59 feet to the east line of Glen Brooke Drive; THENCE N01°12'13"W along the east line of Glen Brooke Drive, 156.17 feet to the NW corner of said Parcel 3; THENCE N88°40'07"E, 518.00 feet to the west line of Canadian National Railroad also being the NE corner of said Parcel 3; THENCE S08°02'54"E along the west line of Canadian National Railroad, 561.32 feet to the SE corner of said Parcel 3; THENCE S89°29'53"W, 584.94 feet; to the POINT OF BEGINNING. Said lands containing 292,482 square feet or 6.7145 acres, more or less.*

EXHIBIT C

UNIT ADDRESSES

| UNIT NUMBER | ADDRESS |
|---|---|
| 23 | W207 N16255 Elliot Drive, Jackson, WI 53037 |
| 24 | W207 N16247 Elliot Drive, Jackson, WI 53037 |

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

FIRST AMENDMENT TO
CONDOMINIUM DECLARATION
FOR COBBLESTONE TRAILS, A CONDOMINIUM

COBBLESTONE REALTY & DEVELOPMENT CORPORATION is the Declarant and Developer of COBBLESTONE TRAILS, A CONDOMINIUM, a Condominium located in the Village of Jackson, Washington County, Wisconsin, created by Declaration of Condominium recorded in the Office of the Register of Deeds for Washington County, Wisconsin on February 11, 2005, as Document No. 1078175, and by the recorded Condominium Plat for Cobblestone Trails, a Condominium.

COBBLESTONE REALTY & DEVELOPMENT CORPORATION is executing and recording this First Amendment to Condominium Declaration, and recording the First Addendum to the Condominium Plat, for the purpose of annexing to COBBLESTONE TRAILS, A CONDOMINIUM additional lands and for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration.

COBBLESTONE REALTY & DEVELOPMENT CORPORATION hereby amends the Declaration of Condominium for COBBLESTONE TRAILS, A CONDOMINIUM as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, and as more particularly described on Exhibit A attached to the Condominium Declaration for COBBLESTONE TRAILS, A CONDOMINIUM, is hereby amended so as to add thereto the property described on the attached Exhibit A-1.

2. The First Addendum to Condominium Plat of COBBLESTONE TRAILS, A CONDOMINIUM is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First Addendum to Condominium Plat of COBBLESTONE TRAILS, A CONDOMINIUM.

3. The number of Units constructed or to be constructed on the real estate described in Section 3 of the Condominium Declaration (including the real estate described in Exhibit A attached to the Condominium Declaration, and Exhibit A-1 attached hereto) is hereby increased from 2 Units to 4 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 1 building to 2 buildings.

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4. Section 9 of the Condominium Declaration is amended to as to change each Unit's fractional or percentage interest in the Common Elements from 1/2 to 1/4th . Each Unit is entitled to one (1) Vote at meetings of the Association.

5. Attached hereto as Exhibit C-1 is a list of the addresses for the Units in COBBLESTONE TRAILS, A CONDOMINIUM added by this Amendment.

6. Declarant expressly retains the right to continue expanding COBBLESTONE TRAILS, A CONDOMINIUM by annexing, in one or more stages, additional land, buildings and Units, up to a maximum total of 32 Units.

Dated August 16th, 2005.

Cobblestone Realty & Development Corporation,
a Wisconsin Corporation

By: _____
Roy A. Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 16th day of August, 2005, the above named Roy A. Wildt, President of Cobblestone Realty & Development Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

STATE OF WISCONSIN BRENDA J RUWALKA NOTARY PUBLIC

_____
Print Name: Brenda J Ruwalka
Notary Public, State of Wisconsin
My Commission expires: 02-15-2009

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CONSENT OF FIRST MORTGAGE HOLDER

Tri-City National Bank, being the holder of the First Mortgage on the property subject to this First Amendment to Condominium Declaration for Cobblestone Trails, a Condominium, hereby consents to this amendment to the establishment of this Condominium and the recording of this First Amendment to the Condominium Declaration and the First Addendum to the Condominium Plat for this Condominium.

Date: August 16, 2005

Tri-City National Bank

By: _____

Print Name & Title: Robert Figueroa - Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 16th day of August, 2005, the above named Robert Figueroa of Tri-City National Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

STATE OF WISCONSIN BRENDA J. POWALKA NOTARY PUBLIC

_____

Print Name: Brenda J Powalka
Notary Public, State of Wisconsin
My commission expires: 02-15-2009

This instrument was drafted by:
Atty. Daniel R. Heiden
State Bar No. 1017551

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# EXHIBIT A-1
# LEGAL DESCRIPTION OF LANDS ADDED BY FIRST AMENDMENT TO CONDOMINIUM DECLARATION FOR COBBLESTONE TRAILS, A CONDOMINIUM

Being a part of Parcel 3 in Certified Survey Map No. 5727, NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin, and further bounded and described as follows:

Beginning at the Southeast corner of Parcel Three of said C.S.M. #5727; thence along the South line of Parcel Three, S 89°29'53" W 145.00 feet to a point; thence N 19°44'37" W 141.46 feet to a point on the southerly right of way of the platted access easement for Cobblestone Trails, Condominium Plat #597, Washington County; thence along the southerly line of said access easement N 63°01'50" E 6.62 feet to a point; thence continuing along the right of way of said access easement with a curve turning to the left, an arc length of 67.37', a radius of 90.00', a chord bearing of N 41°35'14" E, and a chord length of 65.81' to a point; thence N 81°57'06" E 116.02 feet to a point on the easterly line of said Parcel Three of C.S.M. #5727; thence with said easterly line of C.S.M #5727 S 08°02'54" E 202.33 feet returning to the point of beginning, and having a area of 29,367.9 square feet, or 0.674 acres.

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# EXHIBIT C-1

## ADDRESSES FOR UNITS CREATED BY THIS AMENDMENT

| UNIT NUMBER | ADDRESS |
|---|---|
| 13 | W206 N16218 MELROY PLACE, JACKSON, WI 53037 |
| 14 | W206 N16222 MELROY PLACE, JACKSON, WI 53037 |

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*Jackson, WY*

# COBBLESTONE TRAILS A CONDOMINIUM VILLAGE OF JACKSON WASHINGTON COUNTY

# *BY-LAWS*

# BY-LAWS

## COBBLESTONE TRAILS, A CONDOMINIUM
## VILLAGE OF JACKSON
## WASHINGTON COUNTY, WISCONSIN

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# BY-LAWS
# OF
# COBBLESTONE TRAILS
# CONDOMINIUM ASSOCIATION, INC.

## ARTICLE 1

### Name and Purpose

Pursuant to the Articles of Incorporation of COBBLESTONE TRAILS CONDOMINIUM ASSOCIATION, INC., and the Condominium Declaration for Cobblestone Trails, a Condominium recorded in the Office of the Register of Deeds for Washington County, Wisconsin (hereinafter "Declaration"), the following are adopted as the By-Laws of COBBLESTONE TRAILS CONDOMINIUM ASSOCIATION, INC. (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 in Cobblestone Trails, a Condominium (hereinafter the "Property") under the condominium form of ownership, as provided in the condominium Ownership Act 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, 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, and members shall have one vote for each unit owned. 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 thereof until such time as his/her ownership of such unit ceases for any reason, at which time his/her 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. When more than one person holds an interest in any unit the vote for such unit shall be exercised as they, among themselves, determine, but in no event shall there by more than one vote cast with respect to any unit. If only one of multiple owners of

a unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that unit on any issue without protest being made promptly by any of the other owners of such unit to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple owners prior to the vote being completed, they shall not be entitled to case a vote.

**c. Membership List.** The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address to which notice of the meetings of the Association shall be sent, and the name and address of any mortgagee of a unit from which the Association has received a written demand for notice of meetings.

**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, 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 Member's Meetings.** The Presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. 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. Votes may be cast in person or by proxy. All proxies shall be in writing and filed with the Association, by delivery to any Officer of Director. The Officer or Director receiving same shall promptly transmit same to the Secretary of the Association. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a Mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the Member of his, her or their unit.

**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 quorum is present shall be the act of the Association,

unless otherwise provided in the Declaration, By-Laws, Articles of Incorporation or the Condominium Ownership Act of the State of Wisconsin.

**2.4 Time, Place, Notice and Calling of Members' Meetings.** Written notice of all meetings stating the date, time and place of the meeting shall be given by the President or Secretary, unless waived in writing by all Unit Owners entitled to vote, 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 sixty (60) days prior to the date of the meeting. The inadvertent failure to give notice to any Unit Owner or mortgagee entitled to notice shall not invalidate any action taken at the meeting, unless such invalidation is otherwise required by law. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors, and may be held at the Principal office of the property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Notice of Special Meetings shall further specify the purpose of the meeting.

**2.5 Annual and Special Meetings.** The first annual meeting of the Members shall be held prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, but in no event more than within one (1) year from the date of recording of the Declaration, and each subsequent annual meeting of Members shall be held on such date as may be determined each year by the Board of Directors, providing such date shall be a date within thirty (30) days prior to the anniversary date of the first annual meeting. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting. Special meetings of the members shall be held whenever called by the President or by the Board of Directors and must be called by such Officers and Directors upon written request of the Members who are entitled to vote one-fourth (1\4) of all of the votes.

## ARTICLE III

## Board of Directors

3.1 **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 twenty-five percent (25%) of the Common Element interest to purchasers, an Association meeting shall be held and the Unit Owners other than Declarant shall elect at least twenty-five percent (25%) of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest 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. For purposes of the foregoing, the calculation of percentage of Common Element interest conveyed to purchasers shall be based on the percentage of undivided interest conveyed to purchasers shall be based on the percentage of undivided interest appertaining to each unit, including but not limited to any and all units not yet annexed to the Project which Declarant has the right to annex pursuant to the Declaration.

**3.2 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 (approved at 2017 Annual meeting). a motion was presented and passed to increase the number of Board Members to five (5). The Directors shall be to be classified with respect to the terms for

which they severally hold office as set forth in paragraph 3.4 below. Not more than one member of the Board of Directors may be a person who is not a member of the Association. In the event that any member of the Association is not a natural person, the appointee of such member of the Association may be a member of the Board of Directors, and such appointee shall not constitute a non-member for purposes of the foregoing provision.

3.3 **Power 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 in accordance with the provisions of the Act, the Declaration, the Articles of Incorporation, and these By-Laws.

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 three (3) Directors to the classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

a. One Director whose term will expire at the first annual meeting of the Association after his or her election, or at such time as his or her successor is duly elected and qualified (Class "A" Director).

b. One Director whose term will expire at the second annual meeting of the Association after his or her election, or at such time as his or her successor is duly elected and qualified (Class "B" Director).

c. One Director whose term will expire at the third annual meeting of the Association after his or her election, or at such time as his or her successor is duly elected and qualified (Class "C" Director).

The successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) 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 through 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 annual meeting of the membership, or at any special meeting of the membership called for that purpose, any one or more of the Directors may be removed with or without cause by a majority of the votes of the membership present of represented at such meeting, provided 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 election of Officers and 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 notice other than such resolution. Regular meetings may further be called by the President or by any two Directors upon not less than 7 days written notice to each Director, given personally or by mail or facsimile transmission.

**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 twenty-four (24) hours prior written notice to each Director, given personally or by mail or facsimile transmission, 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 then in office (but not counting any Director who has tendered a written resignation to any other Director) 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 may require that some or all Officers and/or employees of the association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

**3.13 Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## 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, and such other Officers as the Board of Directors may from time to time by resolution create. At any meeting of the Board of Directors at which a quorum is present, and upon the affirmative vote of a majority of the members of the Board of Directors in attendance at such meeting, any Officer may be removed, either with or without cause, and his successor

elected. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, 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 or she shall preside at all meetings. of the Association and of the Board of Directors. He shall have 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 other 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, if so required by the Board, 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. He 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 **Board Member at Large.** The Board Member at Large shall have the responsibility to attend regular Board meetings and accept duties as assigned by the Board.

4.7 **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 prudent man would have exercised or used under the circumstances in the conduct of his 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 an 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, and the premiums on any such insurance shall be a common expense of the Association.

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. No Director or Officer shall receive any fee or compensation for performing his or her duties as an Officer or Director. However, any Director or Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

## ARTICLE V

### Declarant Control

Notwithstanding any other provision contained in these By-Laws (other than the provisions of Section 3.1 above), and to the extent not limited or prohibited by applicable law, 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, to amend these By-Laws and/or the rules and regulations of the Association, and/or to have sufficient votes to constitute a majority of all votes until the earlier of: (a) ten (10) years after the first sale of a unit in Cobblestone Trails, 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 Cobblestone Trails, 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. The determination of Common Element interest conveyed shall be made in the same manner as provided in Section 3.1 of these By-Laws.

## 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, or conveyance, involving the sum of $10,000.00 or more, shall first be approved by majority vote of the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or for 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 and Limited 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 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. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means or enforcement thereof as it deems necessary and appropriate. The rules and regulations may be

adopted, altered, 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 an attendance, 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 and as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable monthly. Commencement of assessments as to each Unit shall be in the manner provided in the Declaration. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest which is two percent higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgments. (In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee, for each month or fraction thereof that such assessment is delinquent.) 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 amount required for the cost of maintenance and repair of the Common Elements, management services, security, insurance, common services and utilities, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting 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 any unit, if resulting form 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 specifically 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 specifically 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.

An annual budget shall be prepared and determined prior to the annual meeting 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 the budget, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote, the Association may revise the budget, 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.

The reserve account referred to above shall not be construed as a Statutory Reserve Account pursuant to Section 703.163 of the Wisconsin Statutes, unless the Association decides to establish a Statutory Reserve Account in a manner allowed by law. If the Association establishes a Statutory Reserve Account, the use of said account shall comply with the statutory provisions.

**6.5 Default and Liens.** All assessments of common expenses and special assessments until paid, together with interest 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, to the extent permitted by law. If a member of the Association is delinquent in payment of any charges or assessments, 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 attorneys fees. Liens shall be signed and verified on behalf of the Association by any Officer or agent of the Association. The owners of a unit against which a lien has been filed by the Association 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 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 within his own unit which, if omitted, would affect the project in its entirety or a portion belonging to other owners, and such owner shall be personally liable to the Association or the adjoining Unit Owners as the case may be, for any damages caused by his failure to do so. Without in any way limiting the foregoing, in

addition to decorating and keeping the interior of the unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including interior and exterior washing and replacement of broken glass), screens and screening, light fixtures, refrigerators, ranges, heating and air-conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, or other equipment which may be in, or connect with the unit or the Common Elements appurtenant to the unit. As set forth in the Declaration, the Association may, by resolution, assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of Units which affect the exterior appearance of the condominium.

7.2 **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 the 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 herein or by or pursuant to the Declaration with respect to Common Elements and/or Limited Common Elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged and specially assessed to such Unit Owner, or except as delegated to the Unit Owners), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements:

- All repairing, restoration, painting, maintenance and decorating of the building exterior, walls and roofs, but not including repair, maintenance or replacement of Limited Common Elements required to be maintained by Unit Owners.

- All Maintenance, repair, painting, cleaning and decorating of common areas and fixtures including entryways and parking areas.

- Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required, except as delegated to the Unit Owners as set forth herein.

- Repair, replacement or restoration of sidewalks, driveways, retaining walls and parking areas which are a part of the Condominium property.

- Snow and ice removal and salting and cleaning walks, drives and parking areas, except as delegated to the Unit Owners as set forth herein or by the Declaration.

- General repair, maintenance and replacement of exterior fixtures including exterior lighting fixtures and associated equipment, entry signs into the condominium project and roadway signs therein.

- General repair, maintenance and replacement of common fixtures and equipment such as mailboxes, and associated fixtures and equipment.

- General repair, maintenance and replacement of all sewer (sanitary and storm) and water mains and connecting pipes and conduits not dedicated to the utility or the municipality.

- Provisions for maintenance and storage of equipment and materials required to accomplish the foregoing.

7.3 **Association Services.** The Association may provide any service or maintenance requested by a Unit Owner or owners with respect to individual units that the Association is able and willing to provide or perform and shall specially assess such requesting owner or owners therefor. The Board of Directors may establish policies requiring prepayment for some or all of such service or maintenance, and/or may refuse to provide same to Unit Owners who are delinquent in the payment of any sum due the Association.

7.4 **Delegation of Common Area Maintenance.** The Association hereby delegates to the Unit Owners the responsibility for snow and ice removal and salting and cleaning of porches and walkways and watering of lawns, shrubs, trees and other plantings. With respect to the responsibility for porches and walkways, each Unit Owner shall be responsible for those which service or are appurtenant to their respective unit. With respect to the watering of lawns, trees, shrubs and other plantings, each Unit Owner shall be responsible for such as are located within the Common area surrounding such unit. The area to be watered by each Unit Owner may be further defined by the Rules and Regulations adopted by the Association. Each Unit Owner shall perform the delegated Common area maintenance of the items set forth in this paragraph in a reasonable manner such that same are continuously maintained in a safe, sanitary and esthetically pleasing manner, and so as to prevent damage to or destruction of same. The Association shall have the power to establish, by its Rules and Regulations, specific maintenance responsibilities and requirements with respect to the delegated maintenance items.

## 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 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 but not limited to the following:

(a) **Use.** No Unit Owner shall occupy or use his unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests. No trade or business shall be conducted on the condominium property or from any unit without the prior written approval of the Board of Directors of the Association and in full compliance with all applicable law.

**(b) Occupancy.** Units in Cobblestone Trails, a Condominium shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than 30 days; or (ii) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

**(c) Leases.** Owners of Units in Cobblestone Trails, a Condominium may lease 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.

- Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant, and the term of the lease.

**(d) Animals and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in any of the Common Elements, except that birds and fish, and not more that a total of 2 dogs and cats (2 dogs, or 1 dog and 1 cat, or 2 cats), may be kept as household pets by Unit Owners, provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

**(e) Pet Rules and Regulations.**

**(1) Size and Weight.** No cat or dog shall be permitted if in excess of 26 inches in height.

**(2) Leashes.** Dogs and cats shall not be permitted on the Common Elements unless on a leash and within control of a person.

**(3) Waste.** The Unit Owners shall be responsible for the proper disposal of their pet's waste, without regard to their control over the pet at the time or location of the waste.

**(4) Exercise.** If the Board designates an area of the Common Element as a "pets area", then pets shall be exercised only within this area. Such designation shall not operation to diminish the Unit Owner's responsibility under (3) hereof.

**(5) Behavior.** Unit Owners are responsible for the behavior of pet occupying their unit and any handler thereof.

**(6) Housing.** Pets shall be housed exclusively within units. No exterior pens or cages shall be allowed.

**(7) Licenses.** Pets shall be licensed by the municipality if required, and a copy of such license shall be furnished to the Association within 10 days after issuance by the municipality.

**(8) Noises.** All pets shall be maintained in a manner as to keep any noise at a minimum level which, in any event, must not be an unreasonable annoyance to the other condominium residents.

**(9) Insurance.** No dogs or cats shall be allowed unless the Unit Owner provides continuous proof to the Association, in the form of an insurance binder or policy, confirming that the Unit Owner has liability insurance in effect providing coverage for actions of the pet. Uninsured dogs and cats and uninsurable dogs and cats are prohibited.

**(f) Window Treatments.** All windows within a unit open to exterior view shall be either uncovered or treated with draperies or curtains properly hung on drapery or curtain rods, shades and/or window blinds. For purpose of uniformity of exterior appearance, the Association, by rule and regulation, may from time to time determine and specify the type, quality and appearance of draperies and window treatments which will be visible from the exterior of the building. Unless and until such rules and regulations are adopted, all window treatments shall have a white or off-white backing.

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

**(h) Signs.** No sign of any kind shall be displayed to the public view on or from any unit or the Common Elements, without the prior consent of the Association. The Association may establish

rules and regulations for the size and placement of "For Sale" and "For Rent" signs. This provision shall not prohibit Declarant from erecting signs to expedite the sale of its units.

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

(j) **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.

(k) **Use of Common Areas.** No owner may keep or store, or permit to be kept or stored any of the following items on any portion of the Common Elements or Limited Common Elements, including but not limited to all driveways:

(1) Any truck larger than a 3/4-ton pickup truck.

(2) Any truck used as a commercial vehicle containing any type of signage.

(3) Junked, inoperative or unlicensed vehicles.

(4) Boats, campers, recreational vehicles, snowmobiles, or any type of trailer.

Notwithstanding the foregoing, such vehicles as are reasonably necessary for the construction, reconstruction, repair and/or remodeling of units and Common Elements, and/or for moving or delivery purposes, shall be allowed, providing same do not remain on the property for any time period longer than is reasonably necessary, and providing further that all owners of the Unit, jointly and severally, shall be responsible and liable to the Association for the repair of any damage to the Common or Limited Common Elements resulting therefrom.

(l) **Temporary Structures.** Temporary structures, such as sheds or other storage facilities, are prohibited on Common Elements.

(m) **Storage.** Patios, terraces, decks or balconies shall not be used for any storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles, or wagons, nor shall patios, terraces, decks or balconies be used for the drying or airing of laundry, carpets, rugs, or clothing. Furthermore, no grills shall be used or stored on patios, terraces, decks or balconies, unless they are of a type using a cover in place while in use. No

Clotheslines shall be hung in Common or Limited Common elements. The temporary placement of lawn chairs to facilitate the drying of bed sheets & pillows will be permitted on Limited Common areas for a time period not to exceed 4 hours.

**(n) Access.** No vehicle shall occupy, park upon or otherwise block access to or exit from another unit or the approach thereto.

**(o) Vehicle Maintenance.** No maintenance or lubrication of any vehicle shall be permitted anywhere on the Common or Limited Common Elements.

**(p) Rummage Sales.** No rummage or garage type sales shall be conducted in or about any unit on more than four, (4) calendar days in any calendar year.

**(q) Enforcement.** The Declaration, these By-Laws and the rules and regulations as may be adopted by the Association from time to time may be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines in such amounts as may be enacted from time to time as a part of the rules and regulations to be charged and assessed against the owners of unites who violate or whose guests or unit occupants violate these provisions or the rules and regulations. Such fines shall be charged and assessed against the subject unit an may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.

## ARTICLE IX

### General

**9.1 Fiscal Year.** The fiscal year of the Association 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 N86 W14041 Beacon Street, Menomonee Falls, WI 53051, or such other address as may be designated by the Board of Directors from time to time.

**9.3 Seal.** The Board of Directors may provide a corporate seal which, if provided, shall be circular in form and shall have inscribed thereon the name of the corporation and the words "corporate Seal, Wisconsin".

## 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, repeal or alteration 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, upon the acquisition of a Unit, or any interest therein, promptly notify the Association, in writing, of the change of ownership, which notification shall include the Unit Number, the names of all owners of the Unit, and the address to which notices should be sent for such Unit. Every Unit Owner shall further promptly notify the Association, in writing, of any change of address.

**11.2 Statement of Assessments.** 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.

**11.3 Indemnity of Officers and Directors.** Every person who is or was a Director or an Officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such Director or Officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which Officers, Directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason of in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article XI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, Director or Officer of the association with respect to any duties or obligations assumed or liabilities incurred by him as a Unit Owner under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles and By-Laws of the Association, or as a member of the Association.

**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 set forth in the Declaration and in 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 thereof 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.

**11.6 Transfer Fee.** The Condominium Association may charge a reasonable fee to a Unit Owner upon the sale of a Unit. This fee may be determined from time to time by the Board of Directors of the Condominium Association as a part of the Rules and Regulations. The transfer fee shall not be charged on initial sales by the Developer.

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

# ARTICLES OF INCORPORATION
# COBBLESTONE TRAILS CONDOMINIUM ASSOCIATION, INC.

## COBBLESTONE TRAILS, A CONDOMINIUM
## VILLAGE OF JACKSON
## WASHINGTON COUNTY, WISCONSIN

The Articles of Incorporation of the Cobblestone Trails Condominium Association, Inc. are attached.

Sec. 181.0202
Wis. Stats.

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services

# ARTICLES OF INCORPORATION – NONSTOCK CORPORATION

(NOTE: **Do not use** *this form for organizing a for-profit business corporation. Use Form 2*)

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Article 1. Name of the corporation: Cobblestone Trails Condominium Association, Inc.
*(Must include "Inc." or similar word. See Instructions)*

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: Dirk E. Wildt

Article 4. Street address of the initial registered office: (*The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.*)
N89 W16416 Main Street
Menomonee Falls, WI 53051

Article 5. Mailing address of the initial principal office: N89 W16416 Main Street
Menomonee Falls, WI 53051

Article 6. (Select and mark (X) one of the statements below)

[X] The corporation will have members. OR [ ] The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

| | |
|---|---|
| Roy A. Wildt | N89 W16416 Main St.<br>Menoomonee Falls, WI 53051 |
| Dirk E. Wildt | N89 W16416 Main St.<br>Menomonee Falls, WI 53051 |
| Stephanie L. Mistele-Wildt | N89 W16416 Main St.<br>Menomonee Falls, WI 53051 |

FILING FEE - $35.00 See instructions, suggestions, and procedures on following pages.

DFI/CORP/102(R02/10/03) Use of this form is voluntary.



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(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:

To act as the Condominium Owners Association for Cobblestone Trails, a Condominium, located in the Village of Jackson, Washington County, WI

Article 9. **Name** and **complete address** of each incorporator:

| | |
|---|---|
| Daniel R. Heiden | N14 W24200 Tower Pl., Suite 110<br>Waukesha, WI 53188 |

Incorporator's signature

Incorporator's signature

This document was drafted by Atty. Daniel R. Heiden, State Bar No. 1017551
(Name the individual who drafted the document)

OPTIONAL – Second choice corporate name if first choice is not available: _____

**INSTRUCTIONS** (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to Department of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with the appropriate **FILING FEE of $35**. Filing fee is **non-refundable**. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). Sign the document manually or otherwise as allowed under sec. 181.0120(2), Wis. Stats. NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TTY. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.

Article 2. This statement is required by sec. 181.0202(1)(a).

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin.

ARTICLES OF INCORPORATION
Nonstock Corporation

Atty. Daniel R. Heiden
c/o Title West
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

◆ **Your name, return address** and **phone** number during the day: (262) 523-3939

INSTRUCTIONS (Continued)

Articles 3 & 4. (Cont'd) P O Box addresses may be included as part of the address, but are insufficient alone. The corporation may not name itself as its own registered agent.

Article 5. The articles of incorporation must set forth the address of the corporation's principal office. "Principal office" means the office, whether in or outside Wisconsin, in which are located its principal executive offices.

Article 6. Select and check the appropriate box in article 5 to indicate if the corporation will or will not have members. A "member" means a person who has membership rights in a corporation in accordance with its articles of incorporation or bylaws.

Articles 7 & 8. These articles (or others you may wish to add) are provided for optional information that you may elect to include, such as the name and address of the initial directors, a purposes clause, tax-exempt provisions, etc. Do not include by-laws, as the department does not accept by-laws for record. Extensive additional provisions may make use of this pre-printed form impractical. If you elect to draft your own articles of incorporation, do not also submit the pre-printed form. (**NOTE**: *Corporations expecting to apply to Internal Revenue Service for federal TAX-EXEMPT STATUS are advised to obtain and read IRS Publication 557 "Tax-Exempt Status for Your Organization" before preparing these articles of incorporation, as the articles must contain particular language and provisions to meet federal tax code requirements.*)

Article 9. Enter the name and complete address of each incorporator. There may be one or more incorporators. At least one incorporator is required to sign the document, although all incorporators may sign.

No certificate of incorporation will be issued. The "FILED" endorsement applied to this document by the Department of Financial Institutions is evidence that the articles of incorporation have been accepted. One or more "Received" endorsements may appear on the document, but do not indicate its acceptance for filing.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

DFI/CORP/102I(R02/10/03)



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# MANAGEMENT AND EMPLOYMENT CONTRACTS

## COBBLESTONE TRAILS, A CONDOMINIUM
## VILLAGE OF JACKSON
## WASHINGTON COUNTY, WISCONSIN

There are no management or employment contracts with individuals or private firms to provide services to the condominium at this time, however, it is anticipated that the Association will enter into a management and/or maintenance contract with the Declarant and/or other persons or firms. In the event such contract(s) are entered into, they shall contain a provision that they may be terminated at any time without penalty, by the Association or its Board of Directors, upon not less than 90 days notice to the other party, or such shorter notice period as may be negotiated at the time such contract(s) are entered into.

# ANNUAL OPERATING BUDGET

## COBBLESTONE TRAILS, A CONDOMINIUM
## VILLAGE OF JACKSON
## WASHINGTON COUNTY, WISCONSIN

The attached is an estimate of the initial operating budget of the Association.

# Cobblestone Trails Condominium Association, Inc.

Estimated Annual Operating Budget

November 1, 2007

| | | 2007 Budget | 2007 - 2008 Budget | % | 2008 - 2009 Budget | % |
|---|---|---|---|---|---|---|
| | | 9-1-06 to 10-31-07 | 11-1-07 to 10-31-08 | | Completed Project | |
| NUMBER OF UNITS | | 9 @ $120.00 | 10 @ $135.00 | | 32 @ $140.00 | |
| OPERATING FUND PARTIAL | | $ 701.34 | | | | |
| OPERATING FUND | | $ 7,181.34 | $ 16,200.00 | | $ 53,760.00 | 100.00% |
| INTIAL FUNDING | | $ 2,400.00 | | | | 100.00% |
| TOTAL | | $ 9,581.34 | $ 16,200.00 | | $ 53,760.00 | 100.00% |
| RECIEPTS | | | | | | |
| Maintenance Fees | | $ 7,181.34 | $ 16,200.00 | | $ 53,760.00 | 100.00% |
| Interest Income | | | | | | |
| Late Assessments | | | | | | |
| Miscellaneous | | | | | | |
| Transfer from reserve fund | | | | | | |
| TOTAL AVAILABLE FUNDS | | $ 9,581.34 | $ 16,200.00 | | $ 53,760.00 | |
| EXPENDITURES | | | | | | |
| Snow Removal/Salting | | $ 1,668.00 | $ 6,040.00 | 32.27% | $ 12,128.00 | 24.00% |
| Landscaping | | $ 2,306.00 | $ 3,928.00 | 20.99% | $ 8,064.00 | 15.96% |
| Insurance | | $ 3,600.00 | $ 4,000.00 | 21.37% | $ 13,184.00 | 26.09% |
| Professional Fees | | | | 0.00% | $ 1,000.00 | 1.98% |
| Building Maintenance | | | $ 130.00 | 0.69% | $ 1,000.00 | 1.98% |
| Pond Expenses (Flowage area) | | $ 245.32 | $ 250.00 | 1.34% | $ 500.00 | 0.99% |
| Miscellaneous | | | $ 150.00 | 0.80% | $ 500.00 | 0.99% |
| Reserve Fund | | $ 2,374.86 | $ 3,766.50 | 20.13% | $ 12,499.20 | 24.74% |
| Sherman Meadows Association | | $ 115.88 | $ 450.00 | 2.40% | $ 650.00 | 1.29% |
| Special Projects | | | | 0.00% | $ 1,000.00 | 1.98% |
| TOTAL EXPENDITURES | | $ 10,310.06 | $ 18,714.50 | 100.00% | $ 50,525.20 | 100.00% |
| TOTAL FUNDS | | $ 13,008.11 | $ 16,200.00 | | $ 53,760.00 | |
| minus TOTAL EXPENDITURES | | $ 10,314.12 | $ 18,714.50 | | $ 50,526.00 | |
| BALANCE | | $ 2,693.99 | $ (2,514.50) | | $ 3,234.00 | |
| RESERVE FUND | | | | | | |
| Balance | | $ 2,374.86 | $ 6,145.42 | | $ 18,672.27 | |
| Reciepts: | | | | | | |
| Transfer | | | | | | |
| Interest | | 4.06 | 27.65 | | $ 375.00 | |
| Expenditures | | | | | | |
| BALANCE | | $ 2,378.92 | $ 6,173.07 | | $ 25,220.34 | |
| ASSETS | | | | | | |
| Checking | | $ 2,693.99 | $ (2,514.50) | | $ 3,234.00 | |
| Savings | | $ 2,378.92 | $ 6,173.07 | | $ 25,220.34 | |
| Reserve Savings | | | | | | |
| Reserve CD's | | | | | | |
| TOTAL ALL FUNDS | | $ 5,072.91 | $ 3,658.57 | | $ 28,454.34 | |

ESTIMATED MONTHLY ASSESSMENT FOR 2007 - 2008 $135.00

## EXPANSION PLANS

## COBBLESTONE TRAILS, A CONDOMINIUM
## VILLAGE OF JACKSON
## WASHINGTON COUNTY, WISCONSIN

The Declarant has reserved the right to expand the Condominium in the future. The Cobblestone Trails, a Condominium was initially established as a 2 unit condominium project. Cobblestone Trails was expanded to 4 units by the first amendment to the condominium declaration and the first addendum to the condominium plat. The Declarant has reserved the right to add additional land to the condominium project, in one or more phases, and to add not more than 28 additional units on such additional land, for a maximum total of 32 units. The legal description of the land which the Declarant is entitled to add to the Condominium is attached to the Declaration as Exhibit B (Page IV-26 of these Disclosure Materials). Cobblestone Trails, a Condominium, if and when expanded to 32 units, may or may not include all of the lands described on Exhibit B attached to the Declaration. The Condominium Plat (a copy of which is set forth in these Disclosure Materials beginning on Page X-2) contains a drawing of the expansion area (designated at "Expansion Real Estate"), as well as, in general terms, the outlines of the units to be located thereon. The expansion rights and their effect on the unit owners are more fully described in Section 16 of the Declaration (starting on Page IV-15 of these Disclosure Materials).

# FLOOR PLAN MAP

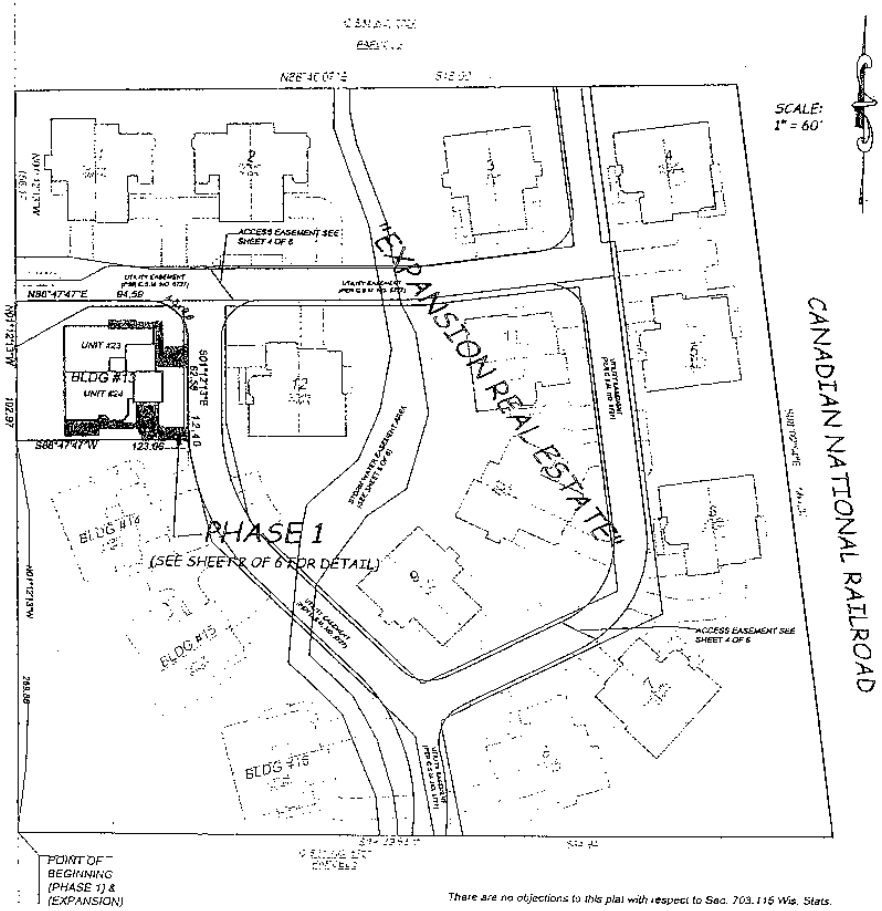
## COBBLESTONE TRAILS, A CONDOMINIUM
## VILLAGE OF JACKSON
## WASHINGTON COUNTY, WISCONSIN

A copy of the condominium plat for Cobblestone Trails, a Condominium, and the first addendum to the condominium plat, are set forth in these Disclosure Materials starting on page X-2. The Plat, and the Addendum to the Plat, contain a maps of Cobblestone Trails, a Condominium, showing the property boundaries, the locations of the units constructed or to be constructed thereon, and the common and limited common elements, as well as floor plans of individual units showing the exterior boundaries thereof. Interior floor plans of units 23 and 24 are shown on pages X- 4 and X-5 of these Disclosure Materials. The floor plans of Units 13 and 14 are set forth on pages X-10 and X-11 of these Disclosure Materials.

The sale and construction of units in Cobblestone Trails, a Condominium is being done in such a manner so as to allow some customization of the interior floor plans, and the patios and decks, of some of the units. As a result, the floor plans of the unit you are purchasing (and the other units in the project) may differ from floor plans shown in these Disclosure Materials. Please refer to you Offer to Purchase and the plans and specifications referred to therein for the specifications of the unit that you are purchasing.

# COBBLESTONE TRAILS
# A CONDOMINUIM

*Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in The Village of Jackson, Washington County, Wisconsin*




**PHASE 1 LEGAL DESCRIPTION:**

*Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin bounded and described as follows:*

*Commencing at the SW corner of said Certified Survey Map No. 5727; THENCE N01°12'13"W along the east line of Glen Brooke Drive, 269.86 feet; to the POINT OF BEGINNING THENCE continue northerly along said line N01°12'13"W, 102.97 feet; THENCE N88°47'47"E, 94.59 feet;THENCE 43.98 feet along an arc of a circle whose center is to the right whose radius is 28.00 feet whose chord bears S46°12'13"E, 39.60 feet; THENCE S01°12'13"E, 62.58 feet; THENCE 12.40 feet along an arc of a circle whose center is to the left whose radius is 164.00 feet whose chord bears S03°22'12"E, 12.40 feet; THENCE S88°47'47"W, 123.06 feet; to the POINT OF BEGINNING. Said lands containing 12,457 square feet or 0.2860 acres, more or less.*

**EXPANSION REAL ESTATE LEGAL DESCRIPTION:**

*Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County,Wisconsin bounded and described as follows:*

*Commencing at the SW corner of said Parcel 3, said point being the POINT OF BEGINNING THENCE N01°12'13"W along the east line of Glen Brooke Drive, 269.86 feet; THENCE N88°47'47"E, 123.06 feet; THENCE 12.40 feet along and arc of a circle whose center is to the right whose radius is 164.00 feet whose chord bears N03°22'12"W, 12.40 feet; THENCE N01°12'13"W, 62.58 feet; THENCE 43.98 feet along an arc of a circle whose center is to the left whose radius is 28.00 feet whose chord bears N46°12'13"W, 39.60 feet; THENCE S88°47'47"W, 94.59 feet to the east line of Glen Brooke Drive; THENCE N01°12'13"W along the east line of Glen Brooke Drive, 156.17 feet to the NW corner of said Parcel 3; THENCE N88°40'07"E, 518.00 feet to the west line of Canadian National Railroad also being the NE corner of said Parcel 3;THENCE S06°02'54"E along the west line of Canadian National Railroad, 561.32 feet to the SE corner of said Parcel 3;THENCE S89°29'53"W, 584.94 feet; to the POINT OF BEGINNING. Said lands containing 292,482 square feet or 6.7145 acres, more or less.*

*I CHRISTOPHER J. KUNKEL, REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.*

WISCONSIN 2/8/05 CHRISTOPHER J. KUNKEL S-1755

SCALE:1" = 60'

0 60' 120' 180'

SHEET 1 OF 6

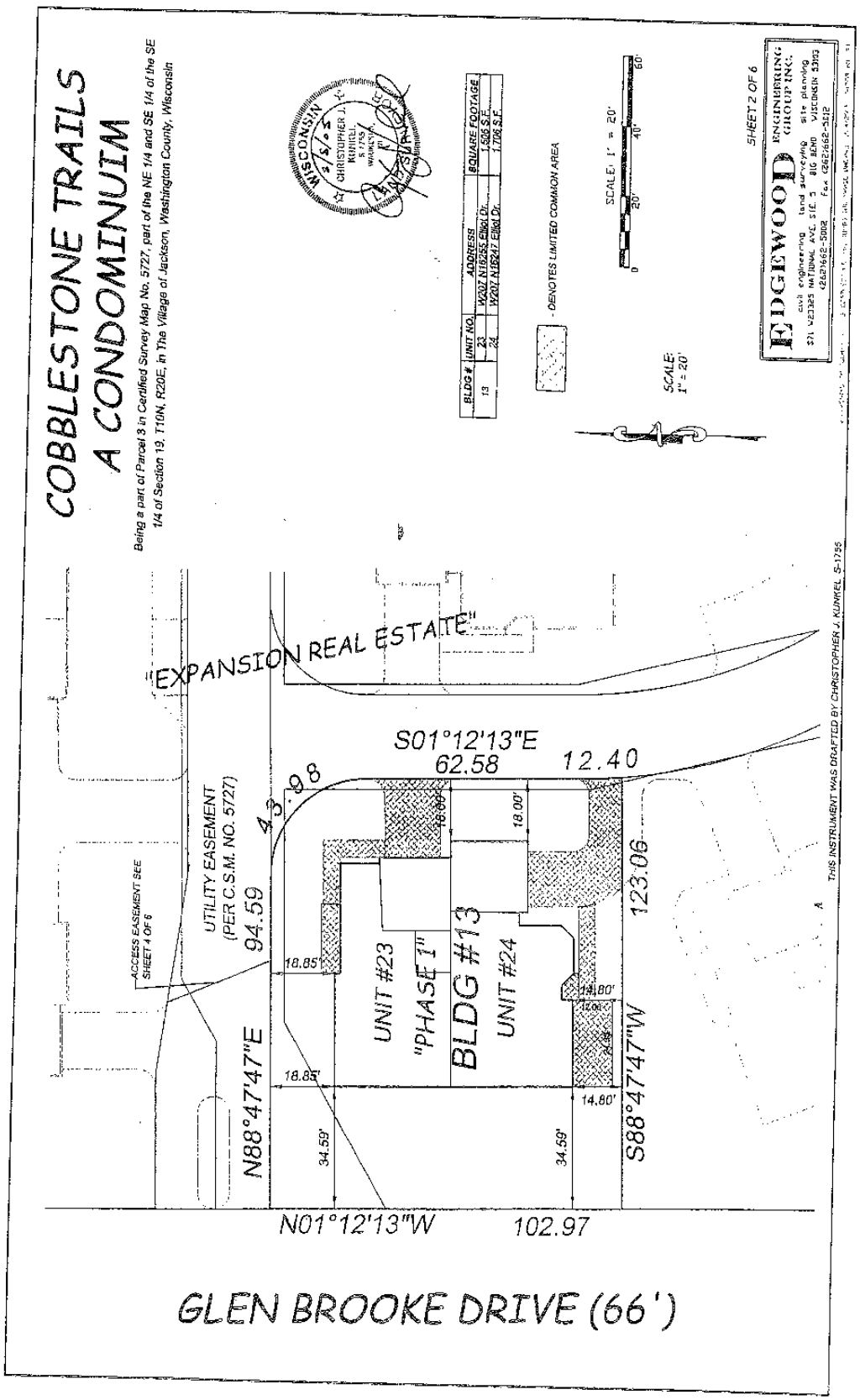
*There are no objections to this plat with respect to Sec. 703.115 Wis. Stats.*

*Brian W. Braithwaite, Washington County Real Property Lister* Certified, _____ _____, 20__

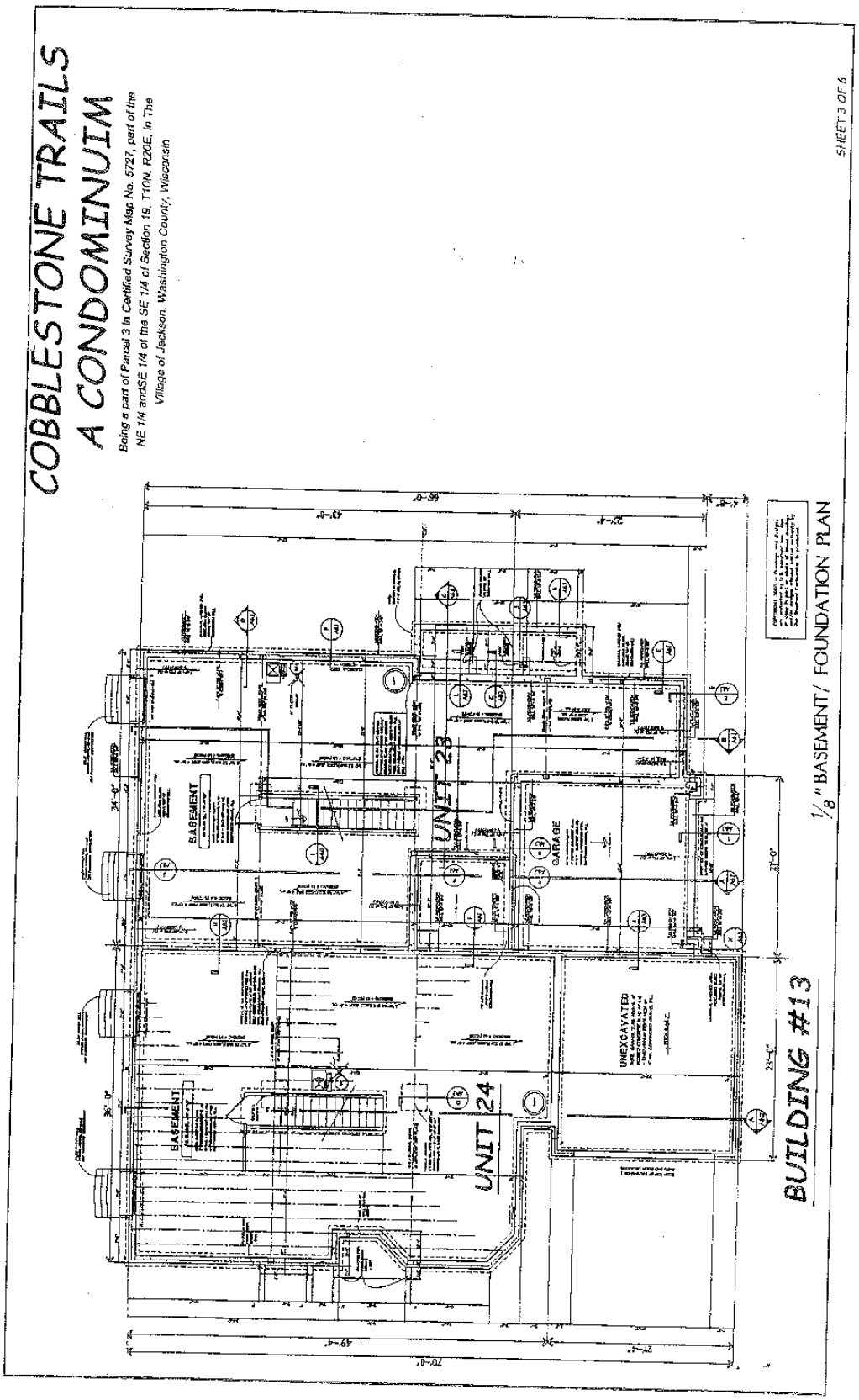
*THIS INSTRUMENT WAS DRAFTED BY CHRISTOPHER J. KUNKEL S-1755*

EDGEWOOD ENGINEERING GROUP INC.
civil engineering land surveying site planning
571 W23325 NATIONAL AVE. STE. 5 BIG BEND WISCONSIN 53103
(262)662-5002 Fax (262)662-5012

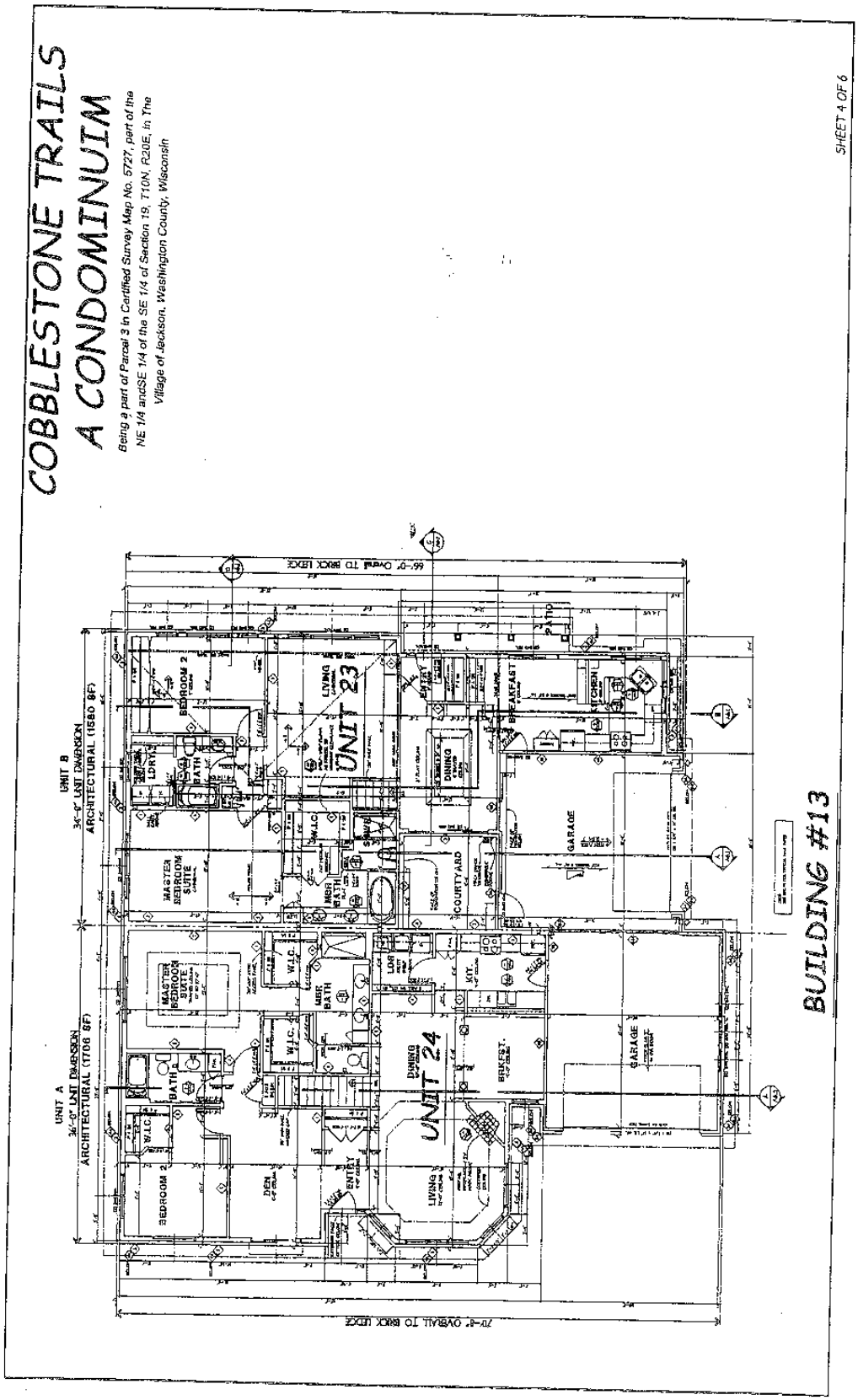
X-2


COBBLESTONE TRAILS
A CONDOMINIUM
Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in The Village of Jackson, Washington County, Wisconsin
SHEET 2 OF 6
EDGEWOOD ENGINEERING GROUP INC.
civil engineering land surveying site planning
321 W2385 NATIONAL AVE. SITE 2 NO. BLVD WISCONSIN 53089
(262)782-5002 Fax (262)662-3512
BLDG # | UNIT NO. | ADDRESS | SQUARE FOOTAGE
13 | 23 | W207 N18255 Elkhorn Dr. | 1,505 S.F.
13 | 24 | W207 N18247 Elkhorn Dr. | 1,706 S.F.
- DENOTES LIMITED COMMON AREA
SCALE 1" = 20'
SCALE 1" = 20'
THIS INSTRUMENT WAS DRAFTED BY CHRISTOPHER J. KUNKEL S-1756
"EXPANSION REAL ESTATE"
S01°12'13"E
62.58
12.40
43.98
UTILITY EASEMENT (PER C.S.M. NO. 5727)
ACCESS EASEMENT SEE SHEET 4 OF 6
94.59
N88°47'47"E
18.85'
18.85'
UNIT #23
"PHASE 1"
BLDG #13
UNIT #24
18.00'
18.00'
14.80'
14.80'
123.06
S88°47'47"W
34.59'
34.59'
N01°12'13"W
102.97
GLEN BROOKE DRIVE (66')

X - 3


COBBLESTONE TRAILS
A CONDOMINIUM
Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 andSE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in The Village of Jackson, Washington County, Wisconsin
SHEET 3 OF 6
UNIT 23
UNIT 24
BASEMENT
BASEMENT
GARAGE
UNEXCAVATED
1/8" BASEMENT/ FOUNDATION PLAN
BUILDING #13

X-4


COBBLESTONE TRAILS
A CONDOMINIUM
Being a part of Parcel 3 In Certified Survey Map No. 5727, part of the NE 1/4 andSE 1/4 of the SE 1/4 of Section 19, T10N, R20E, In The Village of Jackson, Washington County, Wisconsin
SHEET 4 OF 6
BUILDING #13
UNIT 23
UNIT 24
UNIT B
36'-0" UNIT DIMENSION
ARCHITECTURAL (1580 SF)
UNIT A
36'-0" UNIT DIMENSION
ARCHITECTURAL (1706 SF)
66'-0" OVERALL TO BRICK LEDGE
70'-6" OVERALL TO BRICK LEDGE
BEDROOM 2
LIVING
DINING
KITCHEN
BREAKFAST
PATIO
GARAGE
MASTER BEDROOM SUITE
MBR. BATH
W.I.C.
COURTYARD
BEDROOM 3
DEN
ENTRY
LIVING
DINING
KIT.
BRKFST.
GARAGE

X-5

https://met.flexmls.com/cgi-bin/mainmenu.cgi?cmd=url+reports/documents/viewchecked.html&pv=false&list_tech_id=x%27202506050402520959750000000%27...
6/18/25, 4:55 PM
flexmls Web
76/98

# ACCESS EASEMENT

# COBBLESTONE TRAILS A CONDOMINUIM

Being a part of Parcel 3 In Certified Survey Map No. 5727, part of the NE 1/4 andSE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in The Village of Jackson, Washington County, Wisconsin

**EXHIBIT "A" LEGAL DESCRIPTION:**

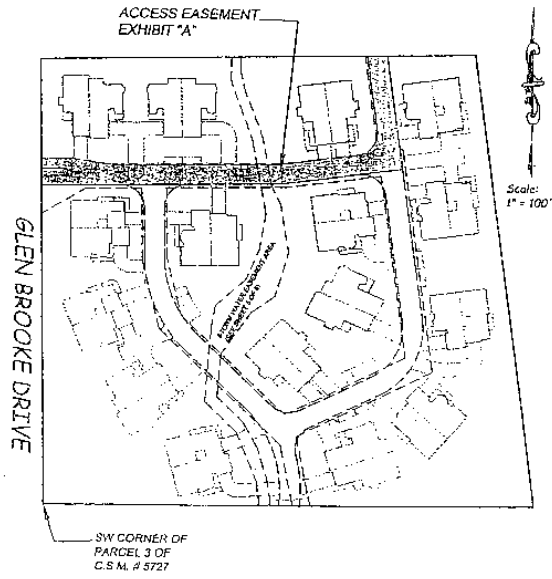
Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin bounded and described as follows:

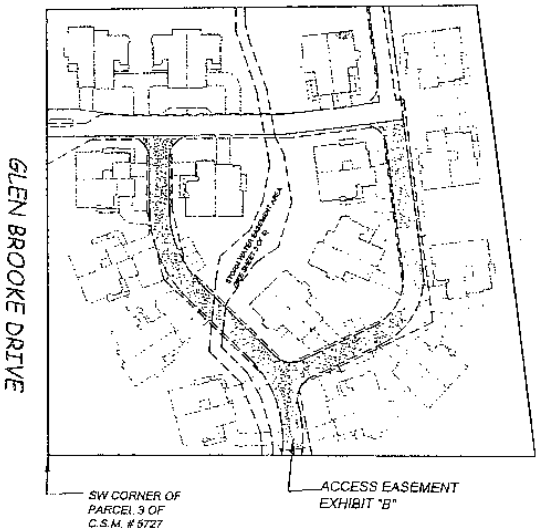
Commencing at the SW corner of said Certified Survey Map No. 5727, THENCE N01°12'13"W along the east line of Glen Brooke Road, 397.83 feet to the POINT OF BEGINNING; THENCE N01°12'13"W along the east line of Glen Brooke Road, 33.00 feet; THENCE N88°47'47"E, 38.49 feet, THENCE S82°10'16"E, 57.33 feet; THENCE N88°47'47"E, 131.65 feet, THENCE 11.95 feet along an arc of a circle whose center is to the left whose radius is 100.00 feet whose chord bears N85°22'27"E, 11.94 feet; THENCE N81°57'06"E, 82.96 feet; THENCE 43.36 feet along an arc of a circle whose center is to the left whose radius is 28.00 feet whose chord bears N35°57'06"E, 39.60 feet; THENCE N08°02'54"W, 91.59 feet; THENCE N80°40'12"E, 24.17 feet; THENCE S08°02'54"E, 140.77 feet; THENCE S81°57'06"W, 157.90 feet; THENCE 14.93 feet along an arc of a circle whose center is to the right whose radius is 125.00 feet whose chord bears S85°22'27"W, 14.92 feet; THENCE S88°47'47"W, 18.50 feet; THENCE continue westerly along said line, 258.39 feet; to the POINT OF BEGINNING. Said lands containing 12.889 square feet or 0.3188 acres, more or less.

**EXHIBIT "B" LEGAL DESCRIPTION:**

Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin bounded and described as follows:

Commencing at the SW corner of said Certified Survey Map No. 5727; THENCE N88°29'53"E, 280.58 feet; to the POINT OF BEGINNING; THENCE N88°29'53"E, 24.16 feet; THENCE 62.34 feet along and arc of a circle whose center is to the left whose radius is 160.07 feet whose chord bears N05°02'03"W, 61.95 feet; THENCE 35.58 feet along and arc of a circle whose center is to the right whose radius is 28.00 feet whose chord bears N23°33'58"E, 35.60 feet; THENCE N63°01'50"E, 54.79 feet; THENCE 111.65 feet along an arc of a circle whose center is to the left whose radius is 90.00 feet whose chord bears N27°23'28"E, 104.63 feet; THENCE N08°02'54"W, 188.11 feet; THENCE S81°57'06"W, 52.00 feet;THENCE 43.98 feet along and arc of a circle whose center is to the right whose radius is 28.00 feet whose chord bears S53°02'54"E, 39.60 feet; THENCE S08°02'54"E, 160.11 feet; THENCE 61.88 feet along an arc of a circle whose center is to the right whose radius is 66.00 feet whose chord bears S27°29'28"W, 76.73 feet; THENCE S63°01'50"W, 54.84 feet; THENCE 34.84 feet along an arc of a circle whose center is to the right whose radius is 28.00 feet whose chord bears N61°31'32"W, 32.47 feet; THENCE N44°04'54"W, 121.38 feet; THENCE 160.73 feet along an arc of a circle whose center is to the right whose radius is 140.00 feet whose chord bears N23°37'45"W, 156.94 feet; THENCE N01°12'13"W, 62.52 feet; THENCE 43.95 feet along an arc of a circle whose center is to the right whose radius is 28.00 feet whose chord bears N43°45'51"E, 39.58 feet; THENCE S88°47'47"W, 79.97 feet; THENCE 43.98 feet along and arc of a circle whose center is to the right whose radius is 28.00 feet whose chord bears S46°12'13"E, 39.60 feet; THENCE S01°12'13"E, 62.58 feet; THENCE 128.45 feet along an arc of a circle whose center is to the left whose radius is 164.08 feet whose chord bears S23°38'34"E, 125.20 feet; THENCE S45°04'54"E, 100.39 feet; THENCE 129.77 feet along an arc of a circle whose center is to the right whose radius is 146.00 feet whose chord bears S19°31'39"E, 125.17 feet; to the POINT OF BEGINNING. Said lands containing 21,244 square feet or 0.4877 acres, more or less.

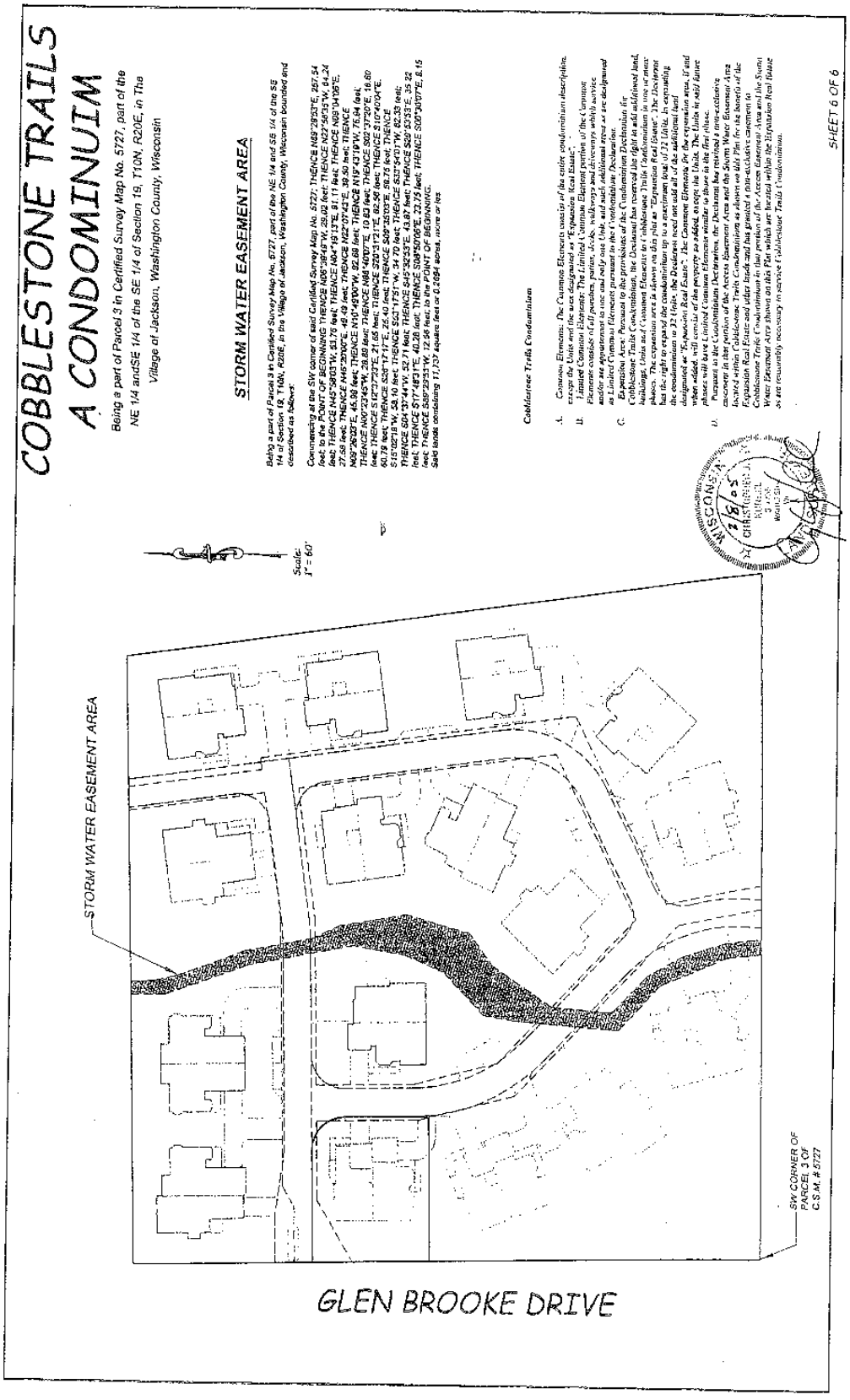


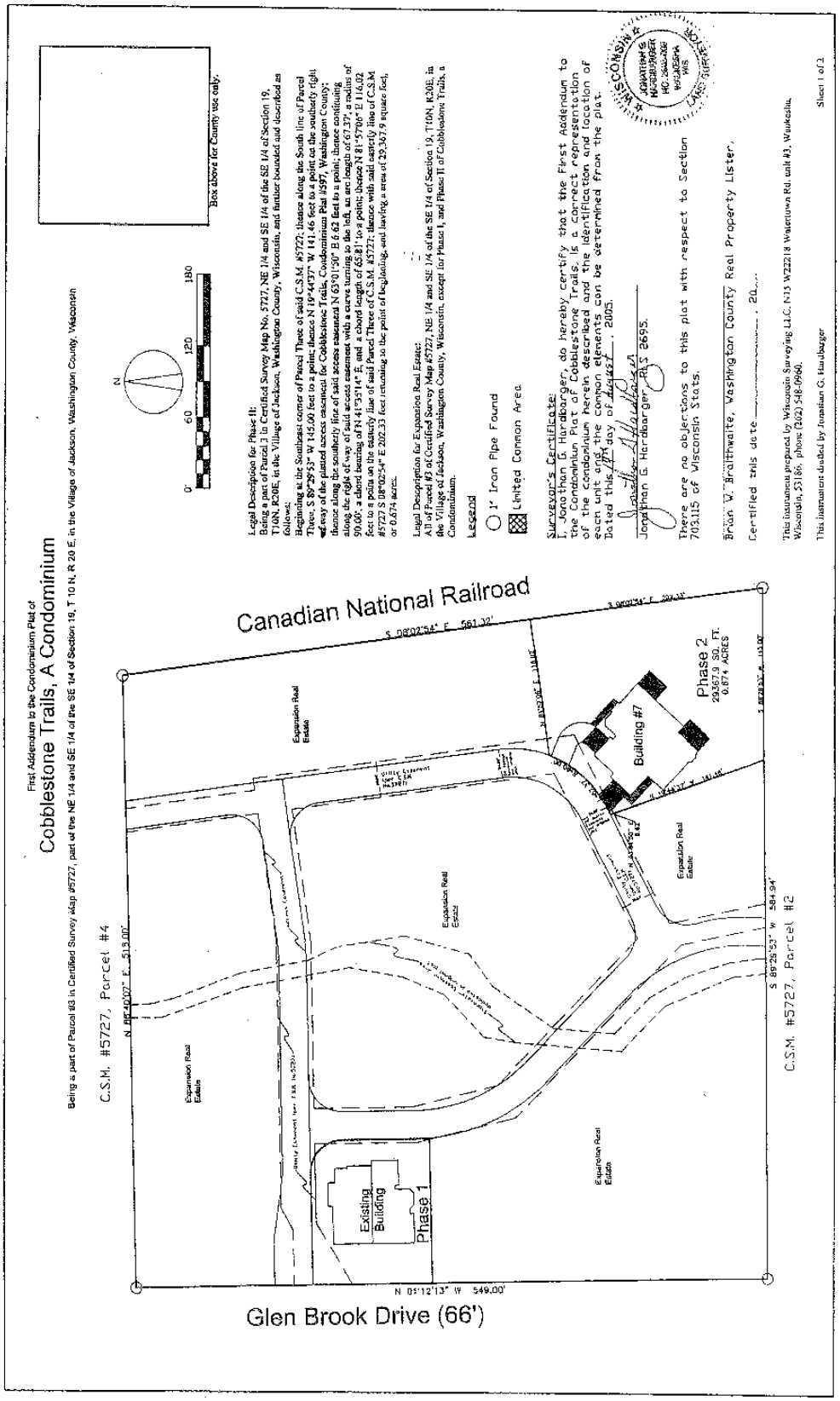




SHEET 5 OF 6


COBBLESTONE TRAILS
A CONDOMINIUM
Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of Section 19, T10N, R20E, in The Village of Jackson, Washington County, Wisconsin
STORM WATER EASEMENT AREA
Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin bounded and described as follows:
Commencing at the SW corner of said Certified Survey Map No. 5727; THENCE N89°26'03"E, 267.54 feet; to the POINT OF BEGINNING; THENCE N45°58'03"W, 23.02 feet; THENCE N22°56'35"W, 64.24 feet; THENCE N45°58'03"W, 83.75 feet; THENCE N67°49'51"E, 51.66 feet; THENCE N89°26'03"E, 27.58 feet; THENCE N45°23'00"E, 49.49 feet; THENCE N22°03'43"E, 39.50 feet; THENCE N89°26'03"E, 45.98 feet; THENCE N10°49'00"W, 82.68 feet; THENCE N19°43'19"W, 76.64 feet; THENCE N00°33'45"W, 29.89 feet; THENCE N88°40'07"E, 10.83 feet; THENCE S02°37'20"E, 19.80 feet; THENCE S12°37'29"E, 21.65 feet; THENCE S20°31'21"E, 82.56 feet; THENCE S10°40'04"E, 60.78 feet; THENCE S26°17'11"E, 25.40 feet; THENCE S09°25'03"E, 58.75 feet; THENCE S15°08'14"W, 58.10 feet; THENCE S21°17'51"W, 34.70 feet; THENCE S37°54'01"W, 82.33 feet; THENCE S24°33'40"W, 57.74 feet; THENCE S65°26'57"E, 23.75 feet; THENCE S09°25'03"E, 43.87 feet; THENCE S09°25'03"E, 35.32 feet; THENCE S17°48'31"E, 40.28 feet; THENCE S06°55'00"E, 72.35 feet; THENCE S89°29'53"W, 12.56 feet; to the POINT OF BEGINNING.
Said lands containing 11,737 square feet or 0.2694 acres, more or less
Scale: 1" = 60'
Cobblestone Trails Condominium
A. Common Elements: The Common Elements consist of the entire condominium described in this Declaration except the Units and Limited Common Elements described in Section B. below.
B. Limited Common Elements: The Limited Common Elements consist of that portion of the Common Elements consisting of all porches, patios, decks, walkways and driveways which service and/or are appurtenant to one and only one Unit, and such additional areas as are designated as Limited Common Elements pursuant to the Condominium Declaration.
C. Expansion Area: Pursuant to the provisions of the Condominium Declaration for Cobblestone Trails Condominium, the Declarant has reserved the right to add additional land, buildings, Units and Common Elements to Cobblestone Trails Condominium in one or more phases. Units and Common Elements may be added to Cobblestone Trails Condominium up to a maximum total of 12 Units. The Declarant has the right to expand the condominium up to a maximum total of 12 Units. The Declarant may add the condominium to 12 Units, the Declarant need not add all of the additional land designated as "Expansion Real Estate". The Common Elements for the expansion area, if and when added, will consist of the property so added, except the Units. The Units in said future phases will have Limited Common Elements similar to those in the first phase.
D. Pursuant to the Condominium Declaration, the Declarant has retained a non-exclusive easement in that portion of the Access Easement Area and the Storm Water Easement Area described as Expansion Real Estate and other lands and granted a non-exclusive easement to the benefit of the Cobblestone Trails Condominium in that portion of the Access Easement Area and the Storm Water Easement Area shown on this Plat which are located within the Expansion Real Estate as are reasonably necessary in service Cobblestone Trails Condominium.
SHEET 6 OF 6
STORM WATER EASEMENT AREA
SW CORNER OF PARCEL 3 OF C.S.M. # 5727
GLEN BROOKE DRIVE

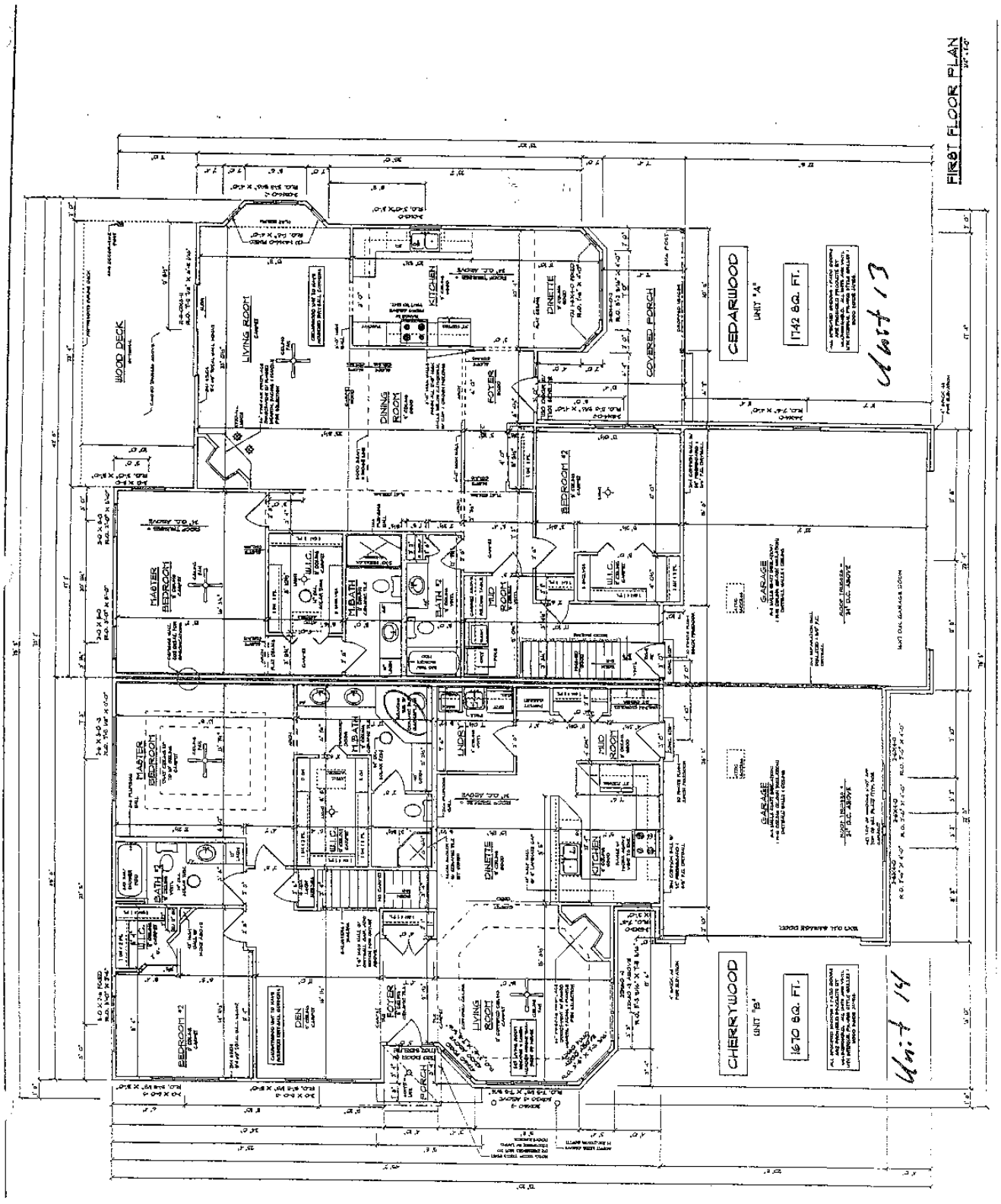
X - 7

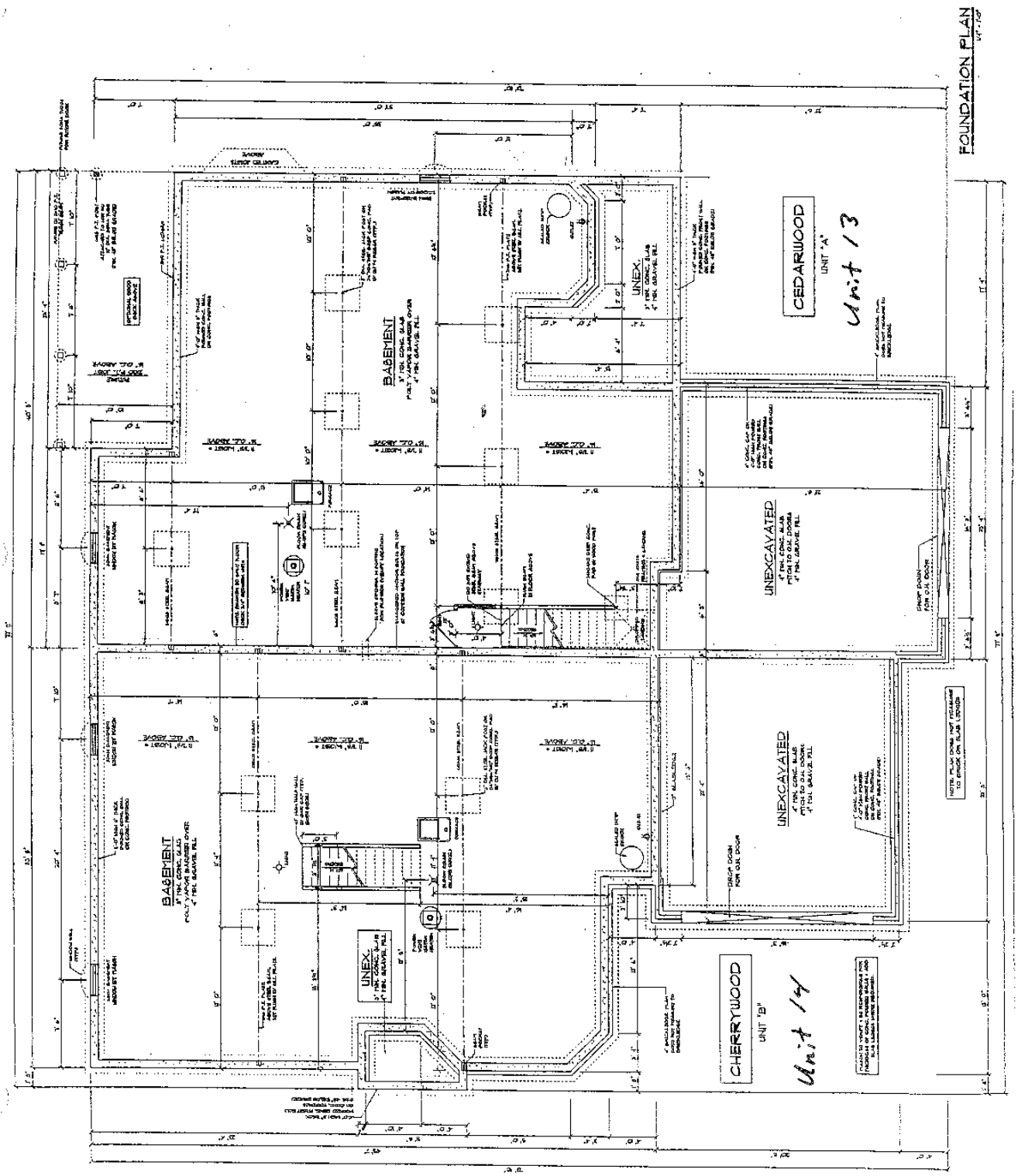

First Addendum to the Condominium Plat of
Cobblestone Trails, A Condominium
Being a part of Parcel #3 in Certified Survey Map #5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T 10 N, R 20 E, in the Village of Jackson, Washington County, Wisconsin
Box above for County use only.
Legal Description for Phase II:
Being a part of Parcel 3 in Certified Survey Map No. 5727, NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin, and further bounded and described as follows:
Beginning at the Southeast corner of Parcel Three of said C.S.M. #5727; thence along the South line of Parcel Three, S 89°29'53" W 145.00 feet to a point; thence N 19°44'57" W 141.46 feet to a point on the southerly right-of-way of the platted access easement for Cobblestone Trails, Condominium Plat #397, Washington County; thence along the southerly line of said access easement N 63°01'50" E 8.62 feet to a point; thence continuing along the right-of-way of said access easement with a curve turning to the left, an arc length of 67.37', a radius of 90.00', a chord bearing of N 41°35'14" E, and a chord length of 65.81' to a point; thence N 81°57'06" E 116.02 feet to a point on the easterly line of said Parcel Three of C.S.M. #5727; thence with said easterly line of C.S.M. #5727 S 08°02'54" E 202.33 feet returning to the point of beginning, and having a area of 29,367.9 square feet, or 0.674 acres.
Legal Description for Expansion Real Estate:
All of Parcel #3 of Certified Survey Map #5727, NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin, except for Phase I, and Phase II of Cobblestone Trails, a Condominium.
Legend
1" Iron Pipe Found
Limited Common Area
Surveyor's Certificate:
I, Jonathan G. Hardbarger, do hereby certify that the First Addendum to the Condominium Plat of Cobblestone Trails, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from the plat.
Dated this 4th day of August, 2005.
Jonathan G. Hardbarger, PLS 2695.
There are no objections to this plat with respect to Section 703.115 of Wisconsin Statute.
Brian W. Braithwaite, Washington County Real Property Lister.
Certified this date ____, 20__.
This instrument prepared by Wisconsin Surveying LLC; N13 W22218 Waterway Rd. unit #3, Waukesha, Wisconsin, 53186, phone (262) 548-0960.
This instrument drafted by Jonathan G. Hardbarger
Sheet 1 of 2
N
0'
60
120
180
C.S.M. #5727, Parcel #4
N 08°02'54" W 513.00'
C.S.M. #5727, Parcel #2
S 89°29'53" W 584.94'
N 05°12'13" W 549.00'
Canadian National Railroad
S 08°02'54" E 561.32'
Glen Brook Drive (66')
Expansion Real Estate
Existing Building
Phase 1
Building #7
Phase 2
29367.9 SQ. FT.
0.674 ACRES
Utility Easement
Limited Common Area

X-8

First Addendum to the Condominium Plat of
Cobblestone Trails, A Condominium
Being a part of Parcel #3 on Certified Survey Map #5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T 10 N, R 20 E, in the Village of Jackson, Washington County, Wisconsin
Above box for county use only.
Notes:
Sheet 2 of 2
Canadian National Railroad
S 08°02'54" E 202.33'
Phase 2
29367.9 SQ. FT.
0.674 ACRES
Building #7
Unit 14
Unit 13
Expansion Real Estate
N 81°57'06" E 116.02'
S 89°29'53" W 145.00'
N 19°44'37" W 141.46'
C.S.M. #5727, Parcel #2
Bldg. #
Unit #
Address
Square Footage:
W206-N16218 Maltby Place
1,345 S.F.
W206-N16222 Maltby Place
1,690 S.F.
Unit 14
Garage
Porch
Covered Porch
Basement Level Unit #14
Basement Level Unit #13
First Floor Plan (scale: 1"=20')
(scale: 1"=40')
This instrument prepared by Wisconsin Surveying LLC, N13 W22218 Watertown Rd unit #3, Waukesha, Wisconsin, 53186, phone (262) 548-0960.
This instrument drafted by Jonathan D. Hardbarger

X-9


FIRST FLOOR PLAN
CEDARWOOD
UNIT "A"
1742 SQ. FT.
CHERRYWOOD
UNIT "B"
1670 SQ. FT.
WOOD DECK
LIVING ROOM
KITCHEN
DINETTE
DINING ROOM
FOYER
COVERED PORCH
MASTER BEDROOM
BEDROOM #2
M.BATH
BATH #2
W.I.C.
MUD ROOM
LAUNDRY
GARAGE
BATH #3
DEN
PORCH

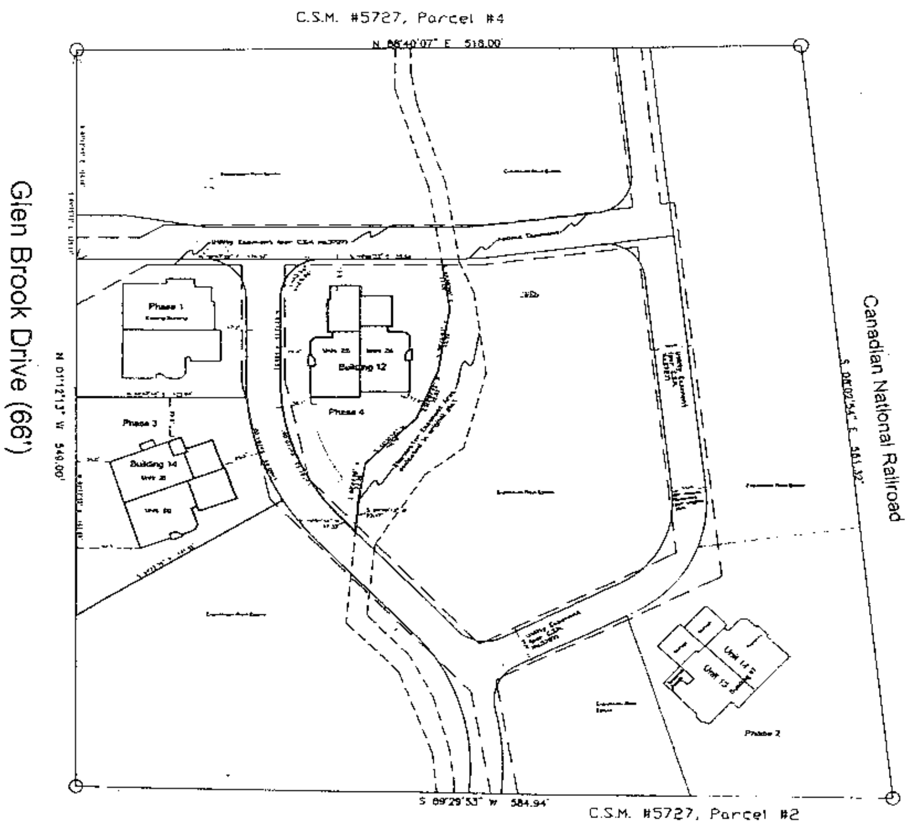

FOUNDATION PLAN
CEDARWOOD
UNIT "A"
Unit 13
CHERRYWOOD
UNIT "B"
Unit 14
BASEMENT
UNEXCAVATED
UNEX.
DROP DOWN FOR GAL DOOR

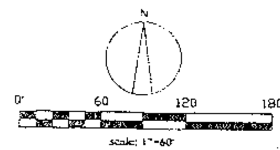
X-11

Third Addendum to the Condominium Plat of

# Cobblestone Trails, A Condominium

Being a part of Parcel #3 in Certified Survey Map #5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T 10 N, R 20 E, in the Village of Jackson, Washington County, Wisconsin




Box above for County use only.

Legal Description for Phase III:
Being a part of Parcel 3 in Certified Survey Map No. 5727, NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin, and further bounded and described as follows: Beginning for reference at the Northwest corner of Parcel Three of said C.S.M. #5727; thence S 01° 12' 13" E 239.14 feet to the principal point of beginning; thence N 88°47'47" E 123.07 feet to a point; thence with a curve turning to the left with an arc length of 80.47', a radius of 164.00', a chord bearing of S 19°35'42" E, and a chord length of 79.66'; thence S 58°22'39" W 171.86 feet to a point; thence N 01°12'13" W 162.61 feet returning to the point of beginning, having an area of 16439.97 square feet, or 0.377 acres.

Legal Description for Phase IV:
Being a part of Parcel 3 in Certified Survey Map No. 5727, NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin, and further bounded and described as follows: Beginning for reference at the Northwest corner of Parcel Three of said C.S.M. #5727; thence S 01° 12' 13" E 156.18 feet to a point; thence N 88° 47' 29" E 174.57 feet to the principal point of beginning for Phase 4; thence N 88°48'23" E 86.64 feet to a point; thence S 10°49'00" E 37.08 feet to a point; thence S 09°26'03" W 45.99 feet to a point; thence S 22°07'43" W 39.50 feet to a point; thence S 46°20'00" W 49.49 feet to a point; thence S 09°04'06" W 27.58 feet to a point; thence S 04°19'13" W 23.17 feet to a point; thence N 46°04'54" W 17.32 feet to a point; thence with a curve turning to the right with an arc length of 109.73', a radius of 140.00', a chord bearing of N 23°37'45" W, and a chord length of 106.94'; thence N 01°12'13" W 62.52 feet to a point; thence with a curve turning to the right with an arc length of 43.96', a radius of 28.00', a chord bearing of N 43°45'57" E, and a chord length of 39.58' returning to the point of beginning, having an area of 16799.41 square feet, or 0.386 acres.

Legal Description for Expansion Real Estate:
All of Parcel #3 of Certified Survey Map #5727, NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin, except for Phase I, and Phase II of Cobblestone Trails, a Condominium.

Surveyor's Certificate:
I, Jonathan G. Hardbarger, do hereby certify that the Second Addendum to the Condominium Plat of Cobblestone Trails, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from the plat. Dated this 9th day of Dec, 2005.

Jonathan G. Hardbarger, RLS 2595.

There are no objections to this plat with respect to Section 703.115 of Wisconsin Stats.

Brian W. Braithwaite, Washington County Real Property Lister.

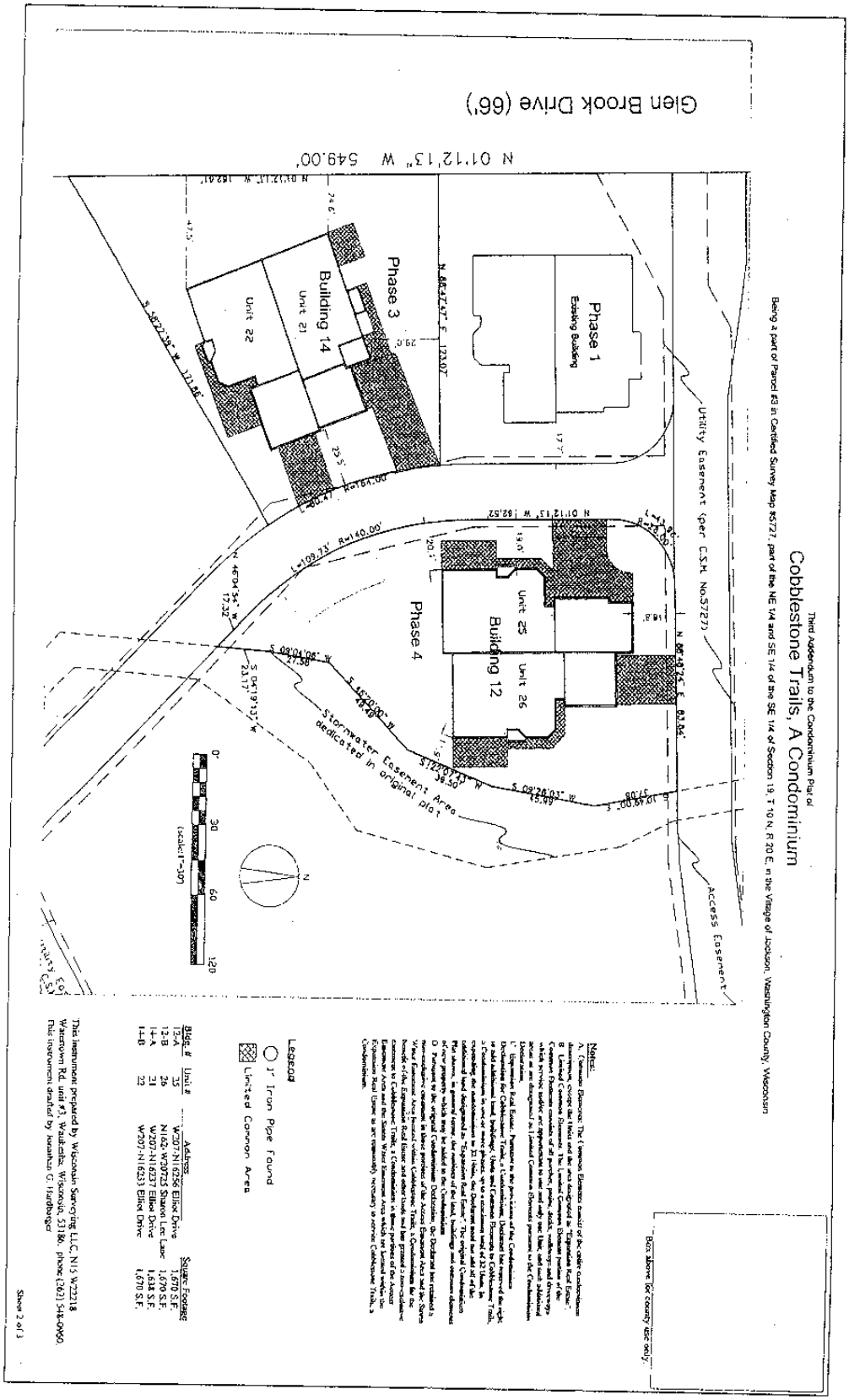
Certified this date ____________, 20__.

This instrument prepared by Wisconsin Surveying LLC N15 W22218 Watertown Rd. unit #3, Waukesha, Wisconsin, 53186, phone (262) 548-0960

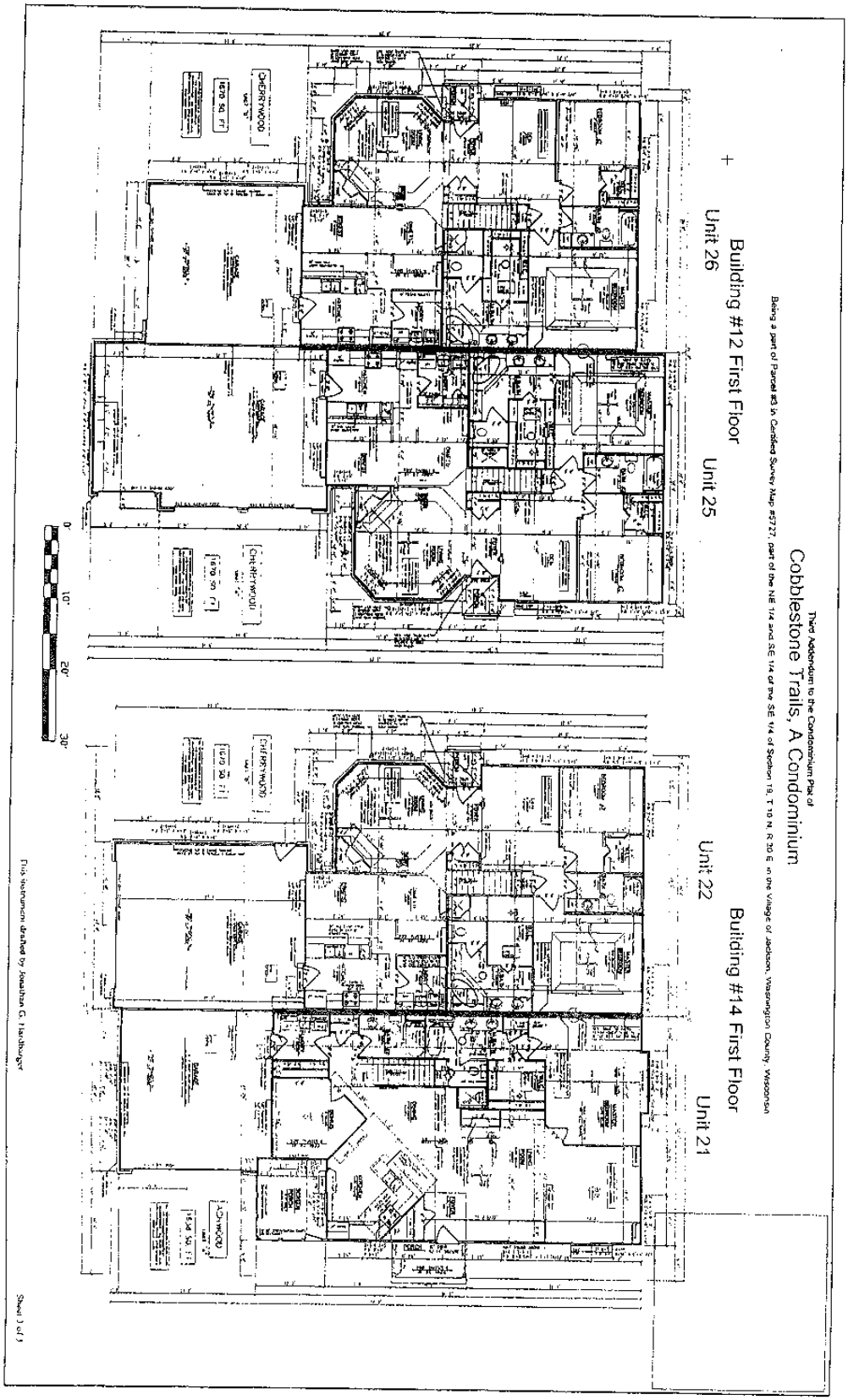
This instrument drafted by Jonathan G. Hardbarger

Sheet 1 of 1

X - 17.


Third Addendum to the Condominium Plat of
Cobblestone Trails, A Condominium
Being a part of Parcel #3 in Certified Survey Map #5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T 10 N, R 20 E, in the Village of Jackson, Washington County, Wisconsin
Glen Brook Drive (66')
N 01°12'13" W 549.00'
Phase 1
Existing Building
Phase 3
Building 14
Unit 21
Unit 22
Phase 4
Building 12
Unit 25
Unit 26
Utility Easement (per C.S.M. No.5727)
Access Easement
Stormwater Easement Area
dedicated in original plat
Box above for county use only.
Notes:
Legend
1" Iron Pipe Found
Limited Common Area
Bldg. # Unit # Address Square Footage
12-A 25 W207-N16256 Elliot Drive 1,670 S.F.
12-B 26 N162-W30723 Sharon Lee Lane 1,670 S.F.
11-A 21 W207-N16233 Elliot Drive 1,638 S.F.
11-B 22 W207-N16233 Elliot Drive 1,670 S.F.
This instrument prepared by Wisconsin Surveying LLC, N15 W22218
Watertown Rd. unit #3, Waukesha, Wisconsin, 53186. phone (262) 544-0960.
This instrument drafted by Jonathon G. Hardberger
Sheet 2 of 3

X - 13


Third Addendum to the Condominium Plat of
Cobblestone Trails, A Condominium
Being a part of Parcel #3 in Certified Survey Map #5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T 10 N, R 20 E, in the Village of Jackson, Washington County, Wisconsin
Building #12 First Floor
Unit 26
+
Unit 25
Building #14 First Floor
Unit 22
Unit 21
0
10'
20'
30'
This instrument drafted by Jonathan G. Hartzburger
Sheet 3 of 3

X - 14

COBBLESTONE TRAILS

Cobblestone Trails Condominium Association

Jackson, Wisconsin

January 6, 2016

Dear Unit Owner:

Enclosed you will find the February 6, 2015 "Tenth Amendment To Condominium Declaration For Cobblestone Trails, A Condominium" recorded by the Register Of Deeds, Washington County, WI .

You will also find the "Resolution of The Board Of Directors for Cobblestone Trails Condominium Association, Inc." dated January 4, 2016. This "Resolution" was formed upon the advise of our attorney, Adam Bazelon and our insurance agent, Kim Adey from Marsh & McLennan Agency and not arbitrarily formed by the Board.

Please note that this "Resolution" was formed to protect the assets of all association members and not to discourage the use of outside contractors for personal use. (Example: window washers, private landscaping care, etc.) Please understand that our master insurance coverage does not cover liability for contractors not hired personally by the association. As outlined in Item #2 of the "Resolution" under "Contractor Insurance" an emailed copy of the contractor's insurance certificate will be accepted by the Board. This insurance verification will be kept on file for one year.

If you have any questions regarding any portion of the "Resolution", please feel free to contact the Board.

Both the "Tenth Amendment To Condominium Declaration For Cobblestone Trails, A Condominium" and the "Resolution of The Board Of Directors" are legal documents and should be attached to your "By-Laws."

Sincerely,

CTCA Board

**RESOLUTION OF THE BOARD OF DIRECTORS**

Cobblestone Trails Condominium Association, Inc.

Date: January 4, 2016

**Recitals**

1. It is the objective of Cobblestone Trails Condominium Association, Inc. (the "Association") to implement a fine, enforcement, and grievance procedure regarding all applicable laws and the provisions of the Association's Declaration, Bylaws, and Rules and Regulations; and

2. The Association desires to ensure that all contractors performing work on the condominium property are licensed and insured for the protection of both the unit owners and the Association

3. The Bylaws (Art.VI, § 6.1) provide that the Board of Directors (the "Board") has the power and duty to make and enforce, including enforcement through the establishment of a system of fines, rules and regulations regarding the operation, use, and occupancy of the condominium property.

**Resolution**

**IT IS RESOLVED that the board of directors adopts the following rules for the Association:**

Contractor Insurance

1. All maintenance and/or repair work performed on behalf of a unit owner to the common element and/or exterior area of a unit must be performed by licensed, bonded and insured contractors. All such work must comply with state and local building codes and unit owner and/or contractor will be responsible for obtaining all applicable permits to perform the work.

   Unit owners who utilize non-licensed, non-bonded and uninsured contractors, including, but not limited to, personal acquaintances, friends, or family, to perform work will be found in violation of this clause and subject to fines as outlined under Resolution Enforcement Procedures. Additionally, the unit owner will be held personally liable and responsible for any and all claims that may arise by the contractor including, but not limited to, injuries or damages. The unit owner will indemnify and hold the Association harmless against any and all such claims.

2. No later than forty-eight (48) hours prior to commencement of the work, a copy of the contractor's insurance certificate must be provided to the Board. The contractor must carry, a minimum, liability and workers' compensation insurance. Any contractor performing work without this coverage is in violation of this clause and the unit owner will be subject to fines as outlined under Resolution Enforcement Procedures.

3. The unit owner is personally liable and responsible for any and all damage to common elements and/or exterior areas of a unit caused by a unit owner's contractor. Unit owner will be required to restore the common elements and/or exterior areas of the unit to their original condition in the event of damage caused by contractor. All costs to repair the damage will be the unit

owner's sole responsibility along with any fines or citations for failure to comply with state and local building codes and permit requirements.

Enforcement Procedures

1. Fines
   a. The fine for a violation of any and all applicable laws and ordinances, the Association's Declaration, Bylaws, and Rules and Regulations shall be $50.00 (unless otherwise provided) per day for as long as the violation continues. Multiple violations on the same day will be assessed as separate and individual violations. Such fine is not a waiver of other remedies, including actual damages and an injunction.

   b. If the Association retains legal counsel to aid in the enforcement of applicable laws and/or the Declaration, Bylaws, and/or Rules and Regulations, it shall be entitled to recover its actual attorney fees and costs from the unit owner.

   c. Fines and assessments will be levied in writing by the Board and are due no later than thirty (30) days after fine and/or assessment is levied. Unpaid fines, attorney fees and costs shall be a lien against the unit ownership and may be foreclosed upon as provided by law.

2. Other Enforcement

The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce a violation of any and all applicable laws, the Declaration, Bylaws, or Rules and Regulations. The Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees.

3. Appeals

A unit owner may appeal any enforcement action employed by the Board, including fines, but not including arrearages or assessments, by writing a letter to the Board stating the reason for the appeal. This written appeal must be received by the Board within fourteen (14) days of the notice of the fine. The unit owner may request to appear at the next regularly scheduled Board meeting to be heard on the appeal. The Board shall review the validity of enforcement and the remedy. The decision of the Board (by majority vote) shall be conclusive.

**BE IT FURTHER RESOLVED, This resolution shall be effective seven (7) days after unit owners are given notice of the same.**

Resolution Considered at Meeting, January 4, 2016 (Date)

Motion made by Jim Bigler

Seconded: Guy Mieure

(Yes/No)

In Favor: 3
Opposed: -0-
Signed Karen Brooks

Signed on behalf of Cobblestone Trails Condominium Association, Inc. by its Board of Directors on this 4th day of January, 2016.

James E. Piefer- President

Greg Misun, Vice President/Treasurer

Karen Brooks, Vice President/Secretary

1375190

RECORDED
February 06, 2015 2:30 PM
SHARON A MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Recording Fee Paid: $30.00

Return to: Compass Title, LLC
524 Bluemound Road
Waukesha, WI 53188

TENTH AMENDMENT TO
CONDOMINIUM DECLARATION
FOR COBBLESTONE TRAILS,
A CONDOMINIUM

COBBLESTONE REALTY & DEVELOPMENT CORPORATION is the Declarant and Developer of COBBLESTONE TRAILS, A CONDOMINIUM, a Condominium located in the Village of Jackson, Washington County, Wisconsin, created by Declaration of Condominium recorded in the Office of the Register of Deeds for Washington County, Wisconsin on February 11, 2005, as Document No. 1078175, amended by First Amendment to Condominium Declaration recorded in the Office of the Register of Deeds for Washington County, Wisconsin on August 22, 2005, as Document No. 1098886, by Second Amendment to Condominium Declaration recorded in the Office of the Register of Deeds for Washington County, Wisconsin on September 13, 2005, as Document No. 1101756, by Third Amendment to Condominium Declaration recorded in the Office of the Register of Deeds for Washington County, Wisconsin on December 20, 2005, as Document No. 1113054, by Fourth Amendment to Condominium Declaration recorded in the Office of the Register of Deeds for Washington County, Wisconsin on November 22, 2006, as Document No. 1145144, and by Fifth Amendment to Condominium Declaration recorded in the Office of the Register of Deeds for Washington County, Wisconsin on February 1, 2007, as Document No. 1151109, by Sixth Amendment to Condominium Declaration recorded in the Office of the Register of Deeds for Washington County, Wisconsin on June 29, 2007, as Document No. 1165164, by Seventh Amendment to Condominium Declaration recorded in the Office of the Register of Deeds for Washington County, Wisconsin on May 22, 2008, as Document No. 1192580, by Eighth Amendment to Condominium Declaration recorded in the Office of the Register of Deeds for Washington County, Wisconsin on April 25, 2013, as Document No. 1334923, by Ninth Amendment to Condominium Declaration recorded in the Office of the Register of Deeds for Washington County, Wisconsin on April 14, 2014, as Document No. 1357769, and by the recorded Condominium Plat and the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Addendums to Condominium Plat for Cobblestone Trails, a Condominium.

COBBLESTONE REALTY & DEVELOPMENT CORPORATION is executing and recording this Tenth Amendment to Condominium Declaration, and recording the Tenth Addendum to the Condominium Plat, for the purpose of annexing to COBBLESTONE TRAILS, A CONDOMINIUM additional lands and for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration.

COBBLESTONE REALTY & DEVELOPMENT CORPORATION hereby amends the Declaration of Condominium for COBBLESTONE TRAILS, A CONDOMINIUM as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, and as more particularly described on Exhibit A attached to the Condominium Declaration for COBBLESTONE TRAILS, A CONDOMINIUM, is hereby amended so as to add thereto the property described on the attached Exhibit A-10.

2. The TENTH ADDENDUM TO THE CONDOMINIUM PLAT OF COBBLESTONE TRAILS, A CONDOMINIUM is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the TENTH ADDENDUM TO THE CONDOMINIUM PLAT OF COBBLESTONE TRAILS, A CONDOMINIUM.

3. The number of Units constructed or to be constructed on the real estate described in Section 3 of the Condominium Declaration (including the real estate described in Exhibit A attached to the Condominium Declaration, Exhibits A-1, A-3, A-4, A-5, A-6, A-7, A-8 and A-9 attached to the First, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Amendments to the Condominium Declaration, and Exhibit A-10 attached hereto) is hereby increased from 24 Units to 32 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 12 buildings to 16 buildings.

4. Section 9 of the Condominium Declaration is amended so as to change each Unit's fractional or percentage interest in the Common Elements from 1/24th to 1/32nd. Each Unit is entitled to one (1) Vote at meetings of the Association.

5. Attached hereto as Exhibit C-10 is a list of the addresses for the Units in COBBLESTONE TRAILS, A CONDOMINIUM added by this Amendment.

Date: February 5th, 2015.

Cobblestone Realty & Development Corporation,
a Wisconsin Corporation

By:_____
Dirk Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY ) SS

Personally came before me this 5th day of February, 2015, the above named Dirk Wildt, President of Cobblestone Realty & Development Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Print Name: Daniel R. Heiden
Notary Public, State of Wisconsin
My Commission expires: 1 s Perm

This instrument was drafted by:
Atty. Daniel R. Heiden
State Bar No. 1017551

DANIEL R HEIDEN
Notary Public
State of Wisconsin

CONSENT OF FIRST MORTGAGE HOLDER

Ridgestone Bank, being the holder of the First Mortgage on the property subject to this Eighth Amendment to Condominium Declaration for Cobblestone Trails, a Condominium, hereby consents to this amendment to the establishment of this Condominium and the recording of this Eighth Amendment to the Condominium Declaration and the Eighth Addendum to the Condominium Plat for this Condominium.

Date: February 5, 2015

RIDGESTONE BANK

By: _____

Print Name & Title: DANIEL J. TROST AVP

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY ) SS

Personally came before me this 5 day of February, 2015, the above named Daniel Trost of Ridgestone Bank to me known to be the person who executed the foregoing instrument and acknowledged the same.




Laura A Witton

Print Name: Laura A Witton
Notary Public, State of Wisconsin
My Commission expires: 8-4-17

# EXHIBIT A-10
# LEGAL DESCRIPTION OF LANDS ADDED BY TENTH AMENDMENT TO CONDOMINIUM DECLARATION FOR COBBLESTONE TRAILS, A CONDOMINIUM

PHASE 11 LEGAL DESCRIPTION:

BEING A PART OF PARCEL 3 IN CERTIFIED SURVEY MAP NO. 5727, PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 19, T10N, R20E, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE S 08°02'54" E, ALONG THE EASTERLY LINE OF SAID PARCEL3, 358.98 FEET; THENCE S 81°57'06" W, 116.02 FEET; THENCE S 73°41'57" W, 15.87 FEET; THENCE N 07°01'58" W, 134.42 FEET; THENCE N 81°57'06" E, 24.00 FEET; THENCE N 08°02'54" W, 239.27 FEET, TO A POINT IN THE NORTH LINE OF SAID PARCEL3; THENCE N 88°40'07" E, ALONG SAID NORTH LINE OF PARCEL 3, 106.07 FEET TO THE POINT OF BEGINNING.
CONTAINING, 0.960 ACRE, (41,813 SQUARE FEET MORE OR LESS.)

PHASE 12 LEGAL DESCRIPTION:

BEING A PART OF PARCEL 3 IN CERTIFIED SURVEY MAP NO. 5727, PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 19, T10N, R20E, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE S 08°02'54"E, ALONG THE EASTERLY LINE OF SAID PARCEL 3, 561.32 FEET; THENCE S 89°29'53" W, ALONG THE SOUTH LINE OF SAID PARCEL 3, 145.00 FEET, TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE N 19°44'37" W, 141.46 FEET; THENCE S 63°01'44" W, 115.31 FEET; THENCE S 26°06'52" E, 22.63 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE THE THE RIGHT 62.34 FEET, RADIUS 160.07 FEET, DELTA 22°18'50", CHORD S 05°02'03" E 61.95 FEET, TO A POINT IN SAID SOUTH LINE OF PARCEL 3, THENCE N 89°29'53" E, 135.17 FEET TO THE POINT OF BEGINNING.
CONTAINING, 0.305 ACRE, (13,267 SQUARE FEET MORE OR LESS.)

DOC# 1375190

EXHIBIT C-10

ADDRESSES FOR UNITS CREATED BY THIS AMENDMENT

| UNIT NUMBER | ADDRESS | TAX KEY NO. |
|---|---|---|
| 7 | W206 N16274 MELROY PLACE, JACKSON, WI 53037 | V3-052900C007 |
| 8 | W206 N16272 MELROY PLACE, JACKSON, WI 53037 | V3-052900C008 |
| 9 | W206 N16260 MELROY PLACE, JACKSON, WI 53037 | V3-052900C009 |
| 10 | W206 N16262 MELROY PLACE, JACKSON, WI 53037 | V3-052900C010 |
| 11 | W206 N16234 MELROY PLACE, JACKSON, WI 53037 | V3-052900C011 |
| 12 | W206 N16232 MELROY PLACE, JACKSON, WI 53037 | V3-052900C012 |
| 15 | W206 N16212 MELROY PLACE, JACKSON, WI 53037 | V3-052900C015 |
| 16 | W207 N16206 ELLIOT DRIVE, JACKSON, WI 53037 | V3-052900C016 |

DOC# 1375190

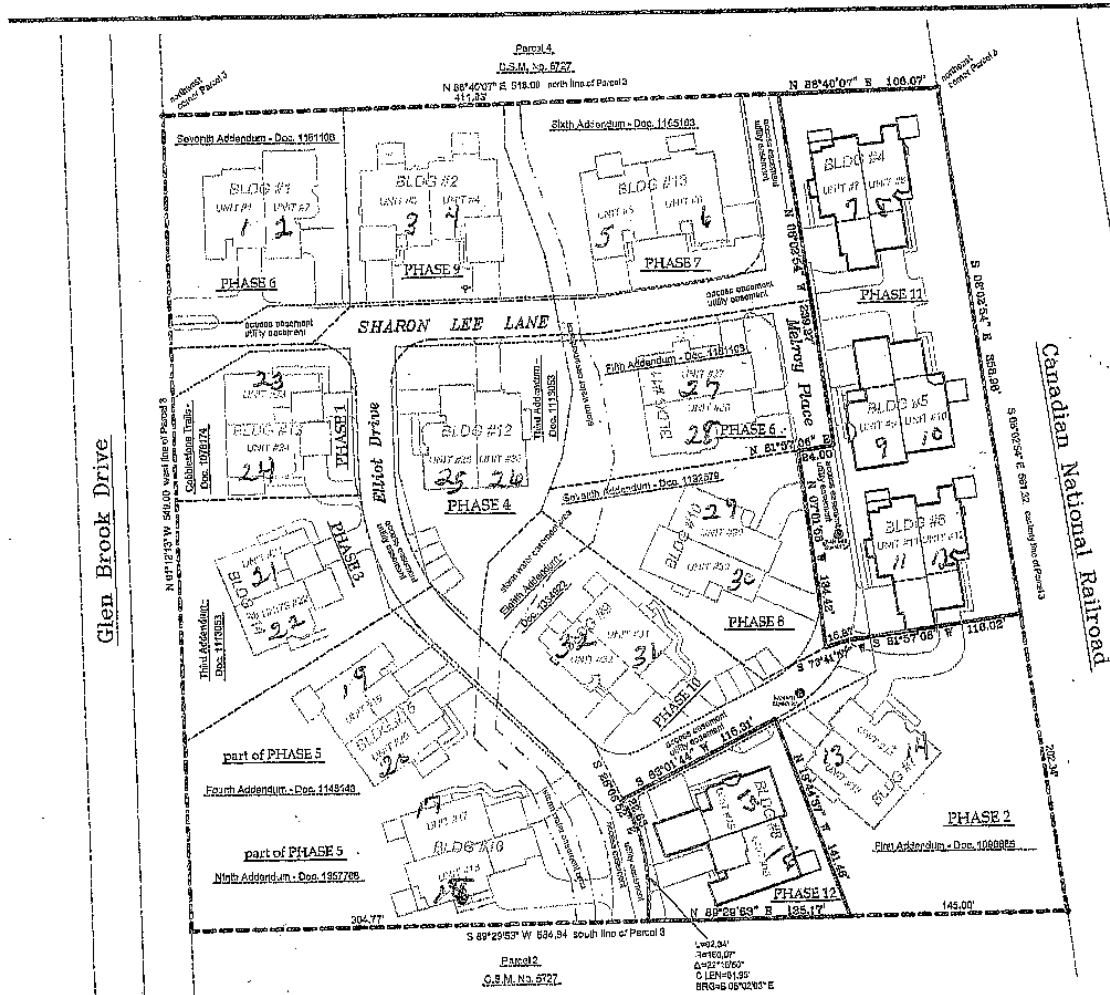
EXHIBIT C-10

ADDRESSES FOR UNITS CREATED BY THIS AMENDMENT

| UNIT NUMBER | ADDRESS | TAX KEY NO. |
|---|---|---|
| 7 | W206 N16274 MELROY PLACE, JACKSON, WI 53037 | V3-052900C007 |
| 8 | W206 N16272 MELROY PLACE, JACKSON, WI 53037 | V3-052900C008 |
| 9 | W206 N16260 MELROY PLACE, JACKSON, WI 53037 | V3-052900C009 |
| 10 | W206 N16262 MELROY PLACE, JACKSON, WI 53037 | V3-052900C010 |
| 11 | W206 N16234 MELROY PLACE, JACKSON, WI 53037 | V3-052900C011 |
| 12 | W206 N16232 MELROY PLACE, JACKSON, WI 53037 | V3-052900C012 |
| 15 | W206 N16212 MELROY PLACE, JACKSON, WI 53037 | V3-052900C015 |
| 16 | W207 N16206 ELLIOT DRIVE, JACKSON, WI 53037 | V3-052900C016 |

# Tenth Addendum to the Condominium Plat of Cobblestone Trails A Condominium

Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin.




Phase 11 Legal Description:

BEING A PART OF PARCEL 3 IN CERTIFIED SURVEY MAP NO. 5727, PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 19, T10N, R20E, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE S 05°02'54" E, ALONG THE EASTERLY LINE OF SAID PARCEL3, 358.98 FEET; THENCE S 81°57'06" W, 116.02 FEET; THENCE S 73°41'57" W, 15.87 FEET; THENCE N 07°01'58" W, 134.42 FEET; THENCE N 81°57'06" E, 24.00 FEET; THENCE N 08°02'54" W, 288.27 FEET, TO A POINT IN THE NORTH LINE OF SAID PARCEL3; THENCE N 88°40'07" E, ALONG SAID NORTH LINE OF PARCEL 3, 106.07 FEET TO THE POINT OF BEGINNING, CONTAINING, 0.850 ACRE, (41,813 SQUARE FEET MORE OR LESS.)

Phase 12 Legal Description:

BEING A PART OF PARCEL 3 IN CERTIFIED SURVEY MAP NO. 5727, PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 19, T10N, R20E, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN BOUNCED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE S 05°02'54"E, ALONG THE EASTERLY LINE OF SAID PARCEL 3, 551.02 FEET; THENCE S 89°29'53" W, ALONG THE SOUTH LINE OF SAID PARCEL 3, 145.00 FEET, TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE N 16°44'57" W, 141.48 FEET; THENCE S 69°01'44" W, 116.91 FEET; THENCE S 26°05'52" E, 22.65 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE THE THE RIGHT 62.34 FEET, RADIUS 160.07 FEET, DELTA 22°18'50", CHORD S 05°02'03" E 61.95 FEET, TO A POINT IN SAID SOUTH LINE OF PARCEL 3, THENCE N 89°29'53" E, 135.17 FEET TO THE POINT OF BEGINNING. CONTAINING, 0.305 ACRE, (13,267 SQUARE FEET MORE OR LESS.)

EXPANSION REAL ESTATE LEGAL DESCRIPTION:
PARCEL 3 IN CERTIFIED SURVEY MAP NO. 5727, PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 19, T10N, R20E, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN EXCEPTING THEREFROM PHASE 1, PHASE 2, PHASE 3, PHASE 4, PHASE 5, PHASE 6, PHASE 7, PHASE 8, PHASE 9, and PHASE 10 OF COBBLESTONE TRAILS CONDOMINIUM.

Bearings are referenced to monuments found marking the corner of Parcel 3 of OSM 5727 on the Wisconsin State Plane Coordinate Grid System, South Zone, per OSM 5727.

The Access and Storm water drainage easements are described on Sheet 3 of 8 and Sheet 8 of 8 of Cobblestone Trails A Condominium, Document No. 1076174.

● - Indicates a 1.5"od x 18" iron pipe found.

0 30 60 120
Scale in feet
1" = 60'

## Surveyor's Certificate:

I hereby certify that by the direction of the declarants, I have surveyed and mapped the land shown and described hereon and that this is a true and correct representation of the Tenth Addendum to the Condominium Plat of COBBLESTONE TRAILS A Condominium, and that the identification and location of each unit and the common elements can be determined from the plat.

Dated this ____ day of _____, 2015.

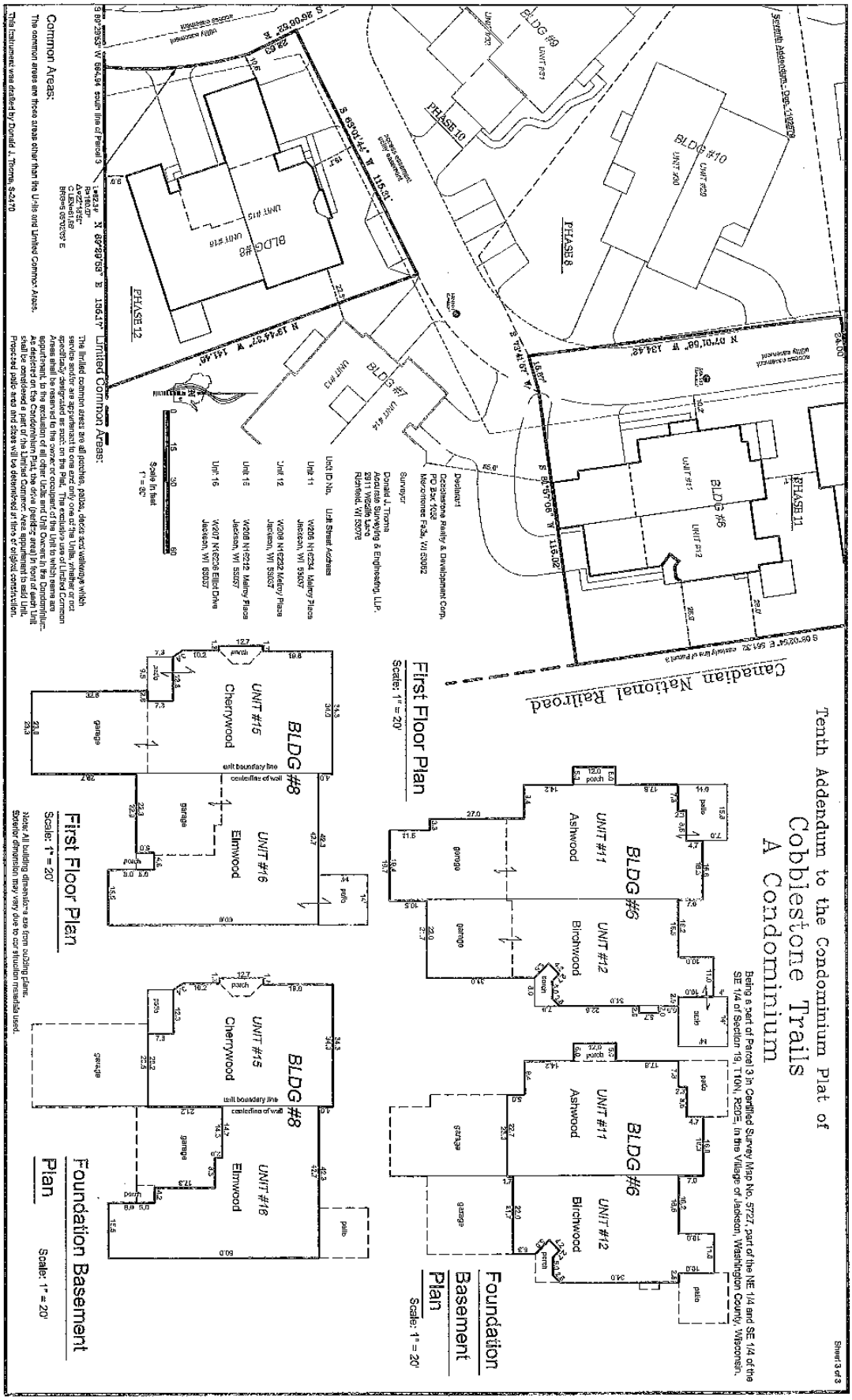
Donald J. Thoma, S-2470

There are no objections to this plat with respect to Sec. 703.115 Wis. Stats.

_____ Certified, _____ 2015.
Brian W. Braithwaite, Washington County Real Property Lister

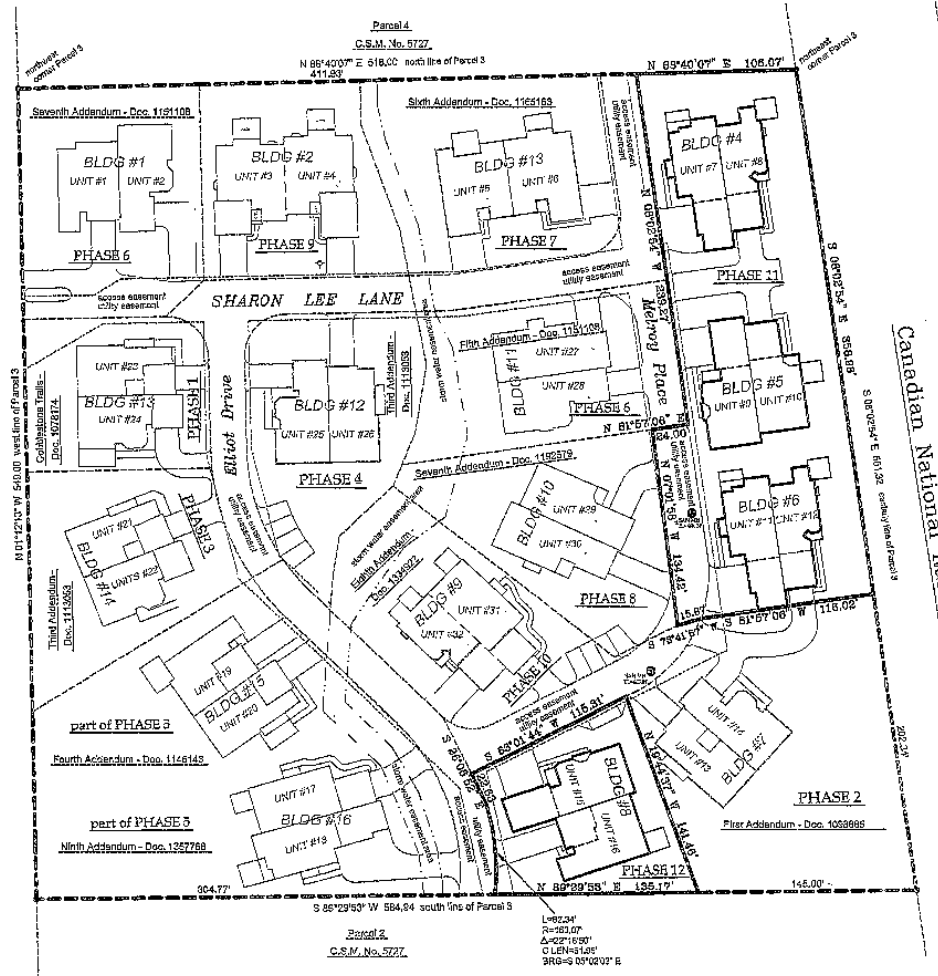
Sheet was drafted by Donald J. Thoma, S-2470

Accurate Surveying & Engineering, LLP 2511 Wildlife Lane Richfield, WI 53076 Phone:(262)677-2120


Tenth Addendum to the Condominium Plat of
Cobblestone Trails
A Condominium
Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin.
Sheet 3 of 3
Canadian National Railroad
Seventh Addendum - Doc. 1026679
BLDG #10
UNIT #20
BLDG #9
UNIT #21
PHASE 10
PHASE 8
BLDG #8
UNIT #18
UNIT #19
PHASE 12
BLDG #7
UNIT #13
UNIT #14
BLDG #6
UNIT #11
UNIT #12
PHASE 11
Limited Common Areas:
The limited common areas are all porches, patios, decks and walkways which services and/or are appurtenant to one and only one of the Units, whether or not specifically designated as such on the Plat. The exclusive use of Limited Common Areas shall be reserved to the owner or occupant of the Unit to which same are appurtenant, to the exclusion of all other Units and Unit Owners in the Condominium.
Common Areas:
The common areas are those areas other than the Units and Limited Common Areas.
Unit ID No. Unit Street Address
Unit 11 W206 N16254 Mallory Place
Jackson, WI 53037
Unit 12 W206 N16232 Mallory Place
Jackson, WI 53037
Unit 15 W206 N16212 Mallory Place
Jackson, WI 53037
Unit 16 W207 N16226 Elliot Drive
Jackson, WI 53037
Developer
Cornerstone Realty & Development Corp.
PO Box 1038
Menomonee Falls, WI 53052
Surveyor
Donald J. Thoma
Associate Surveying & Engineering, LLP.
2311 Wisconsin Ave.
Richfield, WI 53076
First Floor Plan
Scale: 1" = 20'
Foundation Basement Plan
Scale: 1" = 20'
UNIT #11
Ashwood
UNIT #12
Birchwood
UNIT #15
Cherrywood
UNIT #16
Elmwood
BLDG #6
BLDG #8
garage
patio
porch
unit boundary line
centerline of wall
Note: All building dimensions are from building plans. Exterior dimension may vary due to construction materials used.

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# Tenth Addendum to the Condominium Plat of
# Cobblestone Trails
# A Condominium

Being a part of Parcel 3 in Certified Survey Map No. 5727, part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 19, T10N, R20E, in the Village of Jackson, Washington County, Wisconsin.

PHASE 11 LEGAL DESCRIPTION:

BEING A PART OF PARCEL 3 IN CERTIFIED SURVEY MAP NO. 5727, PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 19, T10N, R20E, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE S 08°02'54" E, ALONG THE EASTERLY LINE OF SAID PARCEL3, 358.88 FEET; THENCE S 61°57'06" W, 116.02 FEET; THENCE S 75°41'57" W, 15.61 FEET; THENCE N 07°01'58" W, 134.42 FEET; THENCE N 61°57'06" E, 24.00 FEET; THENCE N 08°02'54" W, 239.27 FEET, TO A POINT IN THE NORTH LINE OF SAID PARCEL3; THENCE N 89°40'07" E, ALONG SAID NORTH LINE OF PARCEL 3, 106.07 FEET TO THE POINT OF BEGINNING.
CONTAINING, 0.360 ACRE, (41,813 SQUARE FEET MORE OR LESS.)

PHASE 12 LEGAL DESCRIPTION:

BEING A PART OF PARCEL 3 IN CERTIFIED SURVEY MAP NO. 5727, PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 19, T10N, R20E, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY. WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE S 08°02'54"E, ALONG THE EASTERLY LINE OF SAID PARCEL 3, 661.32 FEET; THENCE S 89°29'53" W, ALONG THE SOUTH LINE OF SAID PARCEL 3, 145.00 FEET, TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE N 19°44'37" W, 144.46 FEET; THENCE S 63°01'44" W, 115.91 FEET; THENCE S 26°06'02" E, 22.63 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE THE THE RIGHT 82.34 FEET, RADIUS 183.07 FEET, DELTA 22°18'60", CHORD S 05°02'03" E 81.95 FEET, TO A POINT IN SAID SOUTH LINE OF PARCEL 3, THENCE N 89°29'53" E, 135.17 FEET TO THE POINT OF BEGINNING.
CONTAINING, 0.305 ACRE, (13,267 SQUARE FEET MORE OR LESS.)

EXPANSION REAL ESTATE LEGAL DESCRIPTION:
PARCEL 3 IN CERTIFIED SURVEY MAP NO. 5727, PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 19, T10N, R20E, IN THE VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN EXCEPTING THEREFROM PHASE 1, PHASE 2, PHASE 3, PHASE 4, PHASE 5, PHASE 6, PHASE 7, PHASE 8, PHASE 9, and PHASE 10 OF COBBLESTONE TRAILS CONDOMINIUM.

Bearings are referenced to monuments found marking the corner of Parcel 3 of CSM 5727 on the Wisconsin State Plane Coordinate Grid System, South Zone, per CSM 5727.

The Access and Storm water drainage easements are described on Sheet 5 of 8 and Sheet 6 of 8 of Cobblestone Trails A Condominium, Document No. 1078174.

⌀ - indicates a 1.3"od x 18" iron pipe found.

0 30 60 120
Scale in feet
1" = 60'

## Surveyor's Certificate:

I hereby certify that by the direction of the declarants, I have surveyed and mapped the land shown and described hereon and that this is a true and correct representation of Tenth Addendum to the Condominium Plat of COBBLESTONE TRAILS A Condominium, and that the identification and location of each unit and the common elements can be determined from the plat.

Dated this ____ day of _____, 2015.

_____
Donald J. Thoma, S-2470

There are no objections to this plat with respect to Sec. 703.115 Wis. Stats.

_____Certified, _____, 2015.
Brian W. Braithwaite, Washington County Real Property Lister

This instrument was drafted by Donald J. Thoma, S-2470

Accurate Surveying & Engineering, LLP 2511 Wildlife Lane Richfield, WI 53076 Phone:(262)677-2120

6/18/25, 4:55 PM

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