DECLARATION OF CONDOMINIUM

Document Number | Document Title

DOC#: 1073145

Recorded
DEC. 22, 2004 AT 10:05AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $115.00

115-53

Recording Area

Name and Return Address
ABSTRACT & TITLE CO.
410 HAWTHORN DRIVE
WEST BEND, WI 53095

Parcel Identification Number (PIN)

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DISCLOSURE MATERIALS
STEEPLE HILL CONDOMINIUMS
NEWBURG, WISCONSIN 53060

DECLARANT: STEEPLE HILL DEVELOPMENT, LLC
4508 DOLLAR DRIVE
WEST BEND, WISCONSIN 53095

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 SHOULD NOT BE RELIED UPON AS THEY ARE NOT LEGALLY BINDING.

3. YOU MAY, AT ANY TIME, PRIOR TO THE CLOSING OF THE PURCHASE OF ANY UNIT(S), WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINES 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 PRIOR TO THE CLOSING OF THE PURCHASE OF ANY UNIT(S), AND WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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The disclosure materials, which the Seller is required by law to provide to each prospective condominium unit purchaser, contain the following documents and exhibits:

1. Executive Summary. The Executive Summary highlights for a buyer of the condominium unit essential information regarding the condominium. The Executive Summary begins at page 1-1 of these disclosure materials and is supplemented by the Declaration.

2. Declaration. The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins at page 2-1 of these disclosure materials.

3. By-Laws. The By-Laws contain rules, which govern the Association and affect the rights and responsibilities of unit owners. The By-Laws begin at page 3-1 of these disclosure materials.

4. Management or Employment Contracts. Certain services may be provided to the condominium through contracts with individuals or private firms. Discussion of these items begins at page 4-1 of these disclosure materials.

5. Leases. There are no leases of property on facilities which are not part of the condominium. Discussion of these items begins on page 5-1 of these disclosure materials.

6. Projected Annual Operating Budget. The Association incurs expenses for the operation of the condominium, which are assessed to and paid monthly by the unit owners. The projected operating budget is an estimate of those charges, which are in addition to individual unit owner mortgage, insurance, utility and real estate tax payments. The budget begins at page 6-1 of these disclosure materials.

7. Rules and Regulations. The Condominium Association is empowered to establish reasonable rules and regulations governing the use of the units and the common elements. The initial rules and regulations are set forth beginning at page 7-1 of these disclosure materials.

8. Floor Plan and Plat. The Seller has provided a floor plan of the unit being offered for sale and a plat of the condominium, which shows the locations of the units and all facilities, and common elements which are part of the condominium. The floor plan and plat are shown beginning at page 8-1 of these disclosure materials.

CONDOMINIUM EXECUTIVE SUMMARY

1. Condominium Identification:

   This condominium is known as Steeple Hill Condominiums.

2. Expansion Plans:

   N/A

3. Governance:

   This condominium is managed by the Steeple Hill Condominiums Homeowners Association, which is an unincorporated association, initially located at 4508 Dollar Drive, West Bend, WI 53095, during developer's control. For general information regarding this condominium, please contact Steeple Hill Development, LLC, 4508 Dollar Drive, West Bend, WI 53095, phone 262-629-4747.

4. Amenities:

   N/A

5. Maintenance and Repair of Units:

   See Sections 6.02 and 6.03 of the Declaration regarding owner's responsibility for maintenance and repair matters.

6. Maintenance, Repair and Replacement of Common Elements:

   See Section 6.01 of the Declaration regarding the Association's responsibility for maintenance and repair of common elements.

7. Rental of Units:

   See Section 8.15 of the Declaration regarding leasing of units.

8. Unit Alterations:

   See Section 6.04 of the Declaration regarding alteration of a unit.

9. Parking:

   Parking is included at no extra charge. See Sections 8.07, 8.08, and 8.09 regarding parking and garage use. Additional restrictions may be found in the Rules and Regulations.

10. Pets:

See Section 8.06 of the Declaration regarding pets and animals. Additional restrictions may be found in the Rules and Regulations.

11. Reserves:

See Article VII of the Declaration regarding reserve funds for the condominium.

12. Fees on New Units:

None.

13. Amendments:

See Section 15.07 of the Declaration regarding amendments procedures.

14. Other Restrictions or Features:

See the Rules and Regulations for additional regulations.

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Newburg, Wisconsin 53060

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DECLARATION

STEEPLE HILL CONDOMINIUMS

NEWBURG, WISCONSIN 53060

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by STEEPLE HILL DEVELOPMENT, LLC, a Wisconsin Limited Liability Company, 4508 Dollar Drive, West Bend, Wisconsin, 53095, hereinafter referred to as the "Declarant."

ARTICLE I
ESTABLISHMENT

Section 1.01 - Intent. The Declarant, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration and the By-Laws of the STEEPLE HILL CONDOMINIUMS OWNERS ASSOCIATION (hereinafter the "Association").

Section 1.02 - Name and Address. The name by which this condominium shall be known is "STEEPLE HILL CONDOMINIUMS" and its street addresses are 931 through 990 Spring Road, Newburg, Wisconsin 53060.

Section 1.03 - Description of Land. The land, which is the subject of this Declaration, is described as follows:

> Lot 1 of Certified Survey Map No. 5655 as recorded in the Washington County Registry in Volume 41 of Certified Survey Maps on pages 70-74, as Document No. 1023185, being part of the NE ¼ of the NW ¼ on Section 13 and part of the SE ¼ of the SW ¼ of Section 12, all in Township 11 North, Range 20 East, Village of Newburg, Washington County, Wisconsin.

Section 1.04 - Condominium Plat. The Declarant, contemporaneously with the recording of the Declaration, has filed for record in the office of the Register of Deeds for Washington County, a condominium plat entitled "STEEPLE HILL CONDOMINIUMS", consisting of two (2) sheets, certified on December 1, 2004, by David J. Leninger, Accurate Surveying. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

Section 1.05 - Condominium Plat Amendments. The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the sole purpose of recording the actual location of any unit or any building or other common element improvement which may deviate from the planned location shown on the plat, and for the purpose of recording the final number of units as established by the Declarant pursuant to Section 4.2 of this Declaration.

ARTICLE II
CONDOMINIUM BUILDINGS

Section 2.01 - Location of Buildings. The buildings are, or will be, located on the property as depicted on the condominium plat.

Section 2.02 - Building Identification System. The buildings containing the condominium living units shall each be assigned a post office street address as follows:

Building	Unit #	Address
1	1	932 Spring Road
1	2	934 Spring Road
1	3	936 Spring Road
1	4	938 Spring Road
2	5	931 Spring Road
2	6	933 Spring Road
2	7	935 Spring Road
2	8	937 Spring Road
3	9	941 Spring Road
3	10	943 Spring Road
3	11	945 Spring Road
3	12	947 Spring Road
4	13	951 Spring Road
4	14	953 Spring Road
4	15	955 Spring Road
4	16	957 Spring Road
5	17	961 Spring Road
5	18	963 Spring Road
5	19	965 Spring Road
5	20	967 Spring Road
6	21	971 Spring Road
6	22	973 Spring Road
6	23	975 Spring Road
6	24	977 Spring Road
7	25	981 Spring Road
7	26	983 Spring Road
7	27	985 Spring Road
7	28	987 Spring Road
8	29	991 Spring Road
8	30	993 Spring Road
8	31	995 Spring Road

8	32	997 Spring Road
9	33	992 Spring Road
9	34	994 Spring Road
9	35	996 Spring Road
9	36	998 Spring Road
10	37	984 Spring Road
10	38	986 Spring Road
10	39	988 Spring Road
10	40	990 Spring Road

Section 2.03 - Description of Buildings. Each building will contain four (4) units and will be substantially the same in size, style and configuration. Each building shall be two-story, without basement, of wood frame construction with attached garages, The exterior is finished with vinyl siding, brick and aluminum trim and asphalt shingles. Each building will have two (2) units on the first floor and two (2) units on the second floor. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association, when built.

ARTICLE III
CONDOMINIUM UNITS

Section 3.01 - Number of Units. The condominium when completed will have a maximum of 40 units.

Section 3.02 - Unit Defined. A condominium unit is that portion of the building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms and having outer boundaries formed by and including the interior surface materials (i.e., drywall, paneling, tiling, and floor coverings) of the perimeter walls, floors and ceilings. Each unit includes its attached garage and unit fixtures. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed pursuant to Section 1.05 of this Declaration.

Section 3.03 - Description of Units. There are two different unit floor plans, ranging in size from approximately 1375 square feet to approximately 1420 square feet. Each of the units has a kitchen, dining area, living room, two bedrooms, two bathrooms and a two-stall garage.

Section 3.04 - Unit Fixtures. Each unit includes the following fixtures: interior non-load bearing walls, entry and interior doors, window and door glass, cabinetry, lighting fixtures, floor coverings, plumbing fixtures, heating and air-conditioning systems, water heater, exhaust fans, range hood and other built-in or permanent improvements and appliances which may be within the unit boundaries; except that the pressure tank system for well water located under the stairway area of the ground level units in each building shall not be included with the unit and shall be part of the common elements.

Section 3.05 - Unit Identification System. Each unit has a unit identification number, a street address and a real estate tax key number. The unit identification numbers, which shall be used and shall be legally sufficient for all conveyance purposes, are set forth in Exhibit A to this Declaration.

Section 3.06 - Completion of Units. All units, whether owned by the Declarant or a successor to the Declarant, shall be constructed and completed within six (6) years of the date this Declaration is recorded. Units not completed within said six (6) years shall be removed from the condominium in accordance with the Act unless the time period is extended in accordance with the Act.

Section 3.07 - Unit Modification. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.04 of this Declaration.

Section 3.08 - Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding that unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the sound-proofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

ARTICLE IV
COMMON ELEMENTS AND FACILITIES

Section 4.01 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article III of this Declaration and including, without limitation, the following:

(1) The land described in Section 1.03 of this Declaration;

(2) The building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, foundations, structural support systems, exterior finish materials, entry stoops, porches, decks and patios;

(3) The electric, telephone, communication, gas, water, sanitary sewer and other utility lines, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls, including specifically the private sanitary sewer mains and water wells within the condominium to which building laterals are connected and related pressure tank systems;

(4) The common driveways, sidewalks, parking areas and the lighting thereof;

(5) All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners.

Some common elements may, depending upon their location and use, be classified as limited common elements under Article V of this Declaration.

Section 4.02 - Percentage Interest. Each unit owner shall have an undivided 1/40 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium. This interest may be adjusted accordingly if there are less than 40 units in the condominium pursuant to Section 3.06.

Section 4.03 - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be conveyed, leased or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.04 - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

Section 4.05 – Disputes. In the event of any dispute between two or more unit owners including, but not limited to use or maintenance of a common element or limited common element, such dispute shall be submitted to the Board of Directors of the Association and the determination of a majority of the Board shall be final and binding upon such owners.

ARTICLE V
LIMITED COMMON ELEMENTS

Section 5.01 - Limited Common Elements. Certain common elements which are contiguous to a unit are classified as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

(1) Those common elements, if any, identified as limited common elements on the condominium plat;

(2) The electric, telephone, communication, gas, water, sewer, and other utility lines, conduits or pipes from the utility or public easement to the service board or service connection in the unit;

(3) The approach, within 18 feet of the garage door, in front of the two-stall garage attached to a unit is limited to use by the unit owner or guests or invitees of the unit owner;

(4) The patio, balcony or deck immediately adjacent to and accessible from each unit;

(5) A five-foot three-sided area adjacent to the units that have patios for the purpose of planting flower, vegetables or plantings. This is an optional area that the unit owner may use and maintain, but is not mandatory;

(6) Such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

Section 5.02 – Transfer of Limited Common Elements. The use of limited common elements shall not be separated from the unit to which such use appertains and shall be deemed leased, conveyed or encumbered with the unit, even though such interest is not expressly mentioned or described in the conveyance instrument.

ARTICLE VI
REPAIRS AND MAINTENANCE

Section 6.01 – Common Elements. The Association shall, subject to Section 6.02 hereof, be responsible for the management, control, maintenance, repair and replacement of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition; provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant shall be assessed to such unit.

Section 6.02 – Limited Common Elements. Each unit owner shall be responsible to maintain the limited common elements appurtenant to his or her unit in a good, clean, safe, attractive and sanitary condition and order satisfactory to the Association. If, after notice from the Association, a unit owner fails to timely maintain, repair or replace a limited common element, the Association may do so and the cost thereof may be charged in accordance with Section 7.04 of this Declaration.

Section 6.03 – Individual Units. Each unit owner shall be responsible for keeping his or her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures.

Section 6.04 - Limitations on Changes. No unit owner shall alter the floor plan or modify the fixtures of his or her unit without first obtaining, during the period of Declarant control as defined in Section 12.05 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of a building or the safety of the property, or impair any easement or hereditament.

Section 6.05 - Entry for Repairs. An irrevocable right and easement is granted by this Declararation and declared for the benefit of the Association to enter units as set forth herein. The Association shall have the right to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE VII
ASSESSMENTS FOR COMMON EXPENSES

Section 7.01 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the occupants of the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 7.02 - Common Expenses. Common expenses are defined as follows:

(1) All sums lawfully assessed against the unit owners by the Association;

(2) Expenses declared common expenses by the Act, by this Declaration or the By-Laws;

(3) Amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements. The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

Section 7.03 - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 4.02 of this Declaration. Notwithstanding the foregoing, until such time as Declarant no longer owns any unoccupied units, common expenses (less any amounts paid by Declarant under Section 7.15) shall be allocated equally among all unit owners other than Declarant, and each unit owner shall be responsible for payment of such amount in accordance with Article VII of this Declaration. Expenses incurred by the Association in accordance with Section 6.01 of this Declaration to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant shall be accounted for separately and shall be charged to the unit owner responsible therefore.

Section 7.04 – Limited Common Expenses. Expenses incurred by the Association for the maintenance, repair or replacement of limited common elements in accordance with Section 6.02 of this Declaration may be accounted for separately and charged to the respective unit owners.

Section 7.05 - Covenant to Pay Assessments. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 7.06 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.02 of this Declaration except that such assessments may vary from unit to unit and building to building as a consequence of the computations made pursuant to Section 7.04 hereof.

Section 7.07 - Annual Assessments. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of the assessment shall not constitute a waiver or release of such unit owner's obligation to pay that unit's proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined.

Section 7.08 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owner's next annual assessments for common expenses as determined by the Association in proportion to the percentage of interest for each unit established by Section 4.02 of this Declaration.

Section 7.09 - Special Assessment. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or un-predicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for which the same was levied.

Section 7.10 - Liability for Assessments upon Conveyance.

(1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.

(2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed, pursuant to Sections 7.11 and 7.12 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within ten (10) business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Sections 7.11 and 7.12 hereof prior to the request for the statement.

Section 7.11 – Lien for Assessments. All assessments levied pursuant to this Article, together with interest thereon and actual cost of collection, constitute a lien upon such unit and upon the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a recordable satisfaction of lien.

Section 7.12 - Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

(1) lien of general and special taxes;

(2) liens of a first mortgage recorded prior to the making of the assessment;

(3) construction liens filed prior to the making of the assessment; and

(4) all sums unpaid on any veteran secondary mortgage loan made under Section 45.79, Wisconsin Statutes.

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

Section 7.13 - Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

Section 7.14 - Additional Remedies. Any assessment or installment thereof not paid within 10 days after the due date shall accrue interest from the due date at a rate which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon the execution of a judgment. In lieu of charging such interest, the Association Board of Directors may, from time to time, fix a reasonable late payment 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 the unit owner obligated to pay the assessment or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessments hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

Section 7.15 - Assessments Against Declarant. Notwithstanding any other provision of this Article, the Declarant is not required to pay annual or special assessments under this Article for unoccupied units owned by the Declarant. Declarant shall, however, pay a charge sufficient to cover the costs of Association insurance attributable to such units plus a standby charge of $5.00 per unit per month, until such unit has been sold or leased. The standby charge shall accrue as to each such unit from the date an occupancy permit is issued for the unit by the governmental agency having jurisdiction to issue such permits.

ARTICLE VIII
COVENANTS ON USE AND OCCUPANCY

Section 8.01 - Use of Premises. All units in the condominium shall, except as hereafter provided, be used exclusively for residential dwelling purposes consistent with the size and facilities of the units. During the period in which initial sales of units by the Declarant are in progress, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for business or promotional purposes, including clerical activities, sales offices and model units for display, provided such activities do no unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.02 - Construction Activities. During the initial period of construction of the buildings and facilities of the condominium, the Declarant, his contractors and subcontractors and their respective agents and employees, shall be entitled to access to said buildings and all common elements of the condominium as may be required in connection with such construction.

Section 8.03 - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium; nor, except as permitted by Association rules or regulations, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on property as may be required to facilitate the sale of unsold units.

Section 8.04 - Use of Common Elements. Each unit owner shall have the right to use the common elements and facilities in common with all other unit owners for the purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be operated and maintained as an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.05 - Occupancy Restrictions. No unit shall be occupied by more than four (4) persons.

Section 8.06 - Pets and Animals. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except two (2) neutered cats or one (1) dog of thirty (30) pounds or less may be kept in units within designated pet buildings in strict accordance with rules and regulations which may be adopted by the Association regarding the same.

Section 8.07 - Motor Vehicles. The owners, lessees, or occupants of any unit, jointly or severally, shall not keep more than two motor vehicles (excluding motorcycles) on the condominium property. Except for vehicles of guests of unit occupants, and except as provided in Section 8.08 hereof, the parking of all other vehicles of any kind on the condominium property is prohibited. All motor vehicles must be licensed and operable.

Section 8.08 - Commercial and Recreational Vehicles. No person shall use any of the common elements of the condominium for the parking, storage, or operation of motor homes, campers, trucks over one ton capacity, snow-mobiles, all-terrain vehicles or other commercial or recreation-type vehicles, except as permitted by the Association rules and regulations. One (1) permitted motor vehicle may be parked on the garage approach area of each condo unit by the owner or the unit or occupant.

Section 8.09 – Garages. Garages are to be kept clean and free of dangerous and toxic substances. Gasoline may be kept in a container meeting State of Wisconsin standards and not exceeding six (6) gallons. Garage doors are to be kept closed whenever possible. When outside temperatures are 40 degrees Fahrenheit or less, garage doors are to be open only while entering or exiting garage.

Section 8.10 – Trash and Garbage. The trash, garbage, and recyclables shall be stored in containers specified by the private refuse hauler and shall be kept inside each unit. The unit owner or occupant shall be responsible to move the container outside the unit for collection by the private refuse hauler at the day and location specified by the appropriate municipality. Containers will be supplied by the private refuse hauler and placed within designated areas within the condominium and the cost thereof and the cost of collection by the private refuse hauler shall be an Association expense.

Section 8.11 Nuisances. Unlawful, immoral, noxious, or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Association, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.12 Insurance and Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property, store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.13 Roof Structures. No owner or occupant shall place upon the roof of any building any antenna, tower, solar collector or other similar device, except that with written approval of the Association, an owner may install a satellite dish or like antenna for television reception as specified by the Rules and Regulations of the Association.

Section 8.14 Accessory Structures. No accessory structure shall be constructed or placed on the condominium property except by action of the Association, except that with written approval of the Association, an owner may install a satellite dish or like antenna for television reception as specified by the Rules and Regulations of the Association.

Section 8.15 Leasing of Units. The Declarant may lease units which it owns upon such terms and conditions as it determines. In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, all units shall be owner occupied. However, the unit owner may lease the unit once during each 12-month period for a maximum of 3 consecutive months. The owner of a leased unit shall notify the Association of the tenant's name and telephone number.

Section 8.16 Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

ARTICLE IX
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01 - Compliance Required. Every unit owner and occupant shall comply strictly with every restriction, condition, rule and regulation adopted by the Association under the By-Laws, and with the covenants, conditions and restrictions set forth in the Act, this Declaration, By-Laws or in the deed to the unit as the documents may be amended from time to time.

Section 9.02 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety or the building or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.03 - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association, or, in a proper case, by an aggrieved unit owner.

ARTICLE X
INSURANCE

Section 10.01 - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property (as that term is defined in the Act) against loss or damage by fire or other hazard and against liability claims. The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.02 of this Declaration. The amount of protection and the types of hazards to be covered shall be reviewed and determined at least annually by the Association and the amount of coverage may be increased or decreased at any time as deemed appropriate by the Association to conform to the requirements of the Act and Section 10.03 hereof. The provisions of this section and the insurance provided by the Association shall be without prejudice to the right of unit owners to insure their units for personal benefit provided, however, that no owner shall be entitled to exercise such right to maintain individual unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy provided by reason of this section.

Section 10.02 - Assessment of Premiums. Premiums for Association insurance policies shall be a common expense assessable to the unit owners in accordance with the percentage of interest established by Section 4.02 of this Declaration. The cost of insurance is to be included in the annual Association budget and is, therefore, part of the annual assessment established pursuant to Section 7.07 of this Declaration which is payable on a monthly basis.

Until such time as all of the condominium buildings have been completed, the property insurance premium shall be charged and collected as follows:

(1) When a building is completed, the owners of the units in such building, which may be the Declarant, shall pay the premium attributable to adding such building to the Association master policy for the remainder of the current policy period. In addition, such unit owners shall, for the remainder of the current policy period, increase their monthly payment of the annual assessment then in effect by an amount which, by the end of the current policy period, will be sufficient to pay such unit owners' proportionate share of the cost of property insurance for the next succeeding year. Thereafter, the cost of property insurance shall be added to the monthly assessment of all completed units.

(2) Any such premiums remaining unpaid after 30 days shall constitute a special assessment and may be perfected as a condominium lien as provided in Section 7.12 of this Declaration.

Section 10.03 - Coverage. The Association shall provide the following types of insurance coverage:

(1) Property Insurance. All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risk) endorsement. To the extent possible, such 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 an opportunity to cure the defect within that time.

(2) Liability Insurance. Public liability insurance in such amounts and with such other coverage as shall be determined by the Board of Directors of the Association including, but not limited to hired automobile and non-owned automobile coverage and with cross liability endorsement to cover liability of unit owners as a group to an individual unit owner. Such policy shall insure each unit owner, the Association, its officers, directors, the Declarant, the manager or managing agent of the condominium and their respective employees and agents from liability in connection with the common elements and shall also insure the officers and directors of the Association from liability for good faith action beyond the scope of their respective authorities

(3) Workers Compensation. Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.

(4) Other Insurance. The Board of Directors may provide such other insurance as it determines is necessary or desirable.

Section 10.04 - Use of Proceeds. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Section 10.05 - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering their respective units and following items:

(1) The owner's unit and its contents, including the unit fixtures, equipment decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium, the owner's automobile, and any additions or improvements to his or her unit.

(2) Public liability coverage to the extent not provided by the liability insurance carried by the Association for all of the unit owners pursuant to Section 10.03 hereof.

Section 10.06 - Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

Section 10.07 – Assessment of Deductible. The Association may assess and charge specific unit owner(s) for any deductibles required to be paid in connection with any insurance claim filed by the Association under any Association insurance policy for property damage to any unit(s) owned by such unit owners. If there is more than one unit involved in any such insurance claim, the Association shall allocate such charge to the appropriate unit owners on a pro rata basis on the square footage of each unit involved in the claim.

ARTICLE XI
RECONSTRUCTION

Section 11.01 - Determination. Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least seventy-five percent (75%) of the unit owners and their mortgagees and within ninety (90) days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 11.02 - Variances. 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 buildings shall be substantially the same as prior to damage or destruction.

Section 11.03 - Financing. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article X of this Declaration, be available to the Association for the purpose of repair or reconstruction. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE XII
ASSOCIATION OF UNIT OWNERS

Section 12.01 - Legal Entity. The affairs of this condominium shall be governed by an unincorporated association of unit owners which is a legal entity for all purposes. The Association shall be known as the Steeple Hill Condominiums Owners' Association (herein the "Association").

Section 12.02 - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 12.03 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association and shall have the authority and power to:

(1) adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;

(2) employ and dismiss employees and agents;

(3) sue on behalf of the unit owners;

(4) make contracts and incur liabilities;

(5) cause additional improvements to be made as a part of the common elements;

(6) grant easements through or over the common elements;

(7) grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building;

(8) enforce the obligation of unit owners to maintain and repair limited common elements;

(9) obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the condominium, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts;

(10) obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the common elements or the administration of the this Declaration;

(11) acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element

(12) establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration;

(13) contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services;

(14) exercise any other power granted to the Association by the Act, this Declaration, or the By-Laws.

Section 12.04 - Meetings of the Association. Meetings of the Association shall be governed by the following and such additional rules as may be set forth in the By-Laws:

(1) The Association shall maintain a roster of names and addresses of the current unit owners to whom the notice of meetings of the Association shall be sent.

(2) Each unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.

(3) No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to each unit owner at the address shown on the roster or unless waivers are duly executed by unit owners.

Section 12.05 - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and exercise the powers and responsibilities otherwise assigned by the Act, this Declaration, or the By-Laws to the Association or to its officers for a period ending five (5) years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of one-hundred percent (100%) of the common element interests to purchasers, whichever shall first occur.

Section 12.06 - Indemnity of Association. The Association and its officers and directors shall not be liable to the unit owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.02 of this Declaration. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers or the managing agent, as the case may be, as agents for the unit owners or for the Association.

ARTICLE XIII
EASEMENTS AND ENCROACHMENTS

Section 13.01 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas mains, storm sewers, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted by the Declarant or the Association.

Section 13.02 - Easements to Run with the Land. All interests and rights described and set forth in this Declaration are easements appurtenant to, and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, the Declarant's successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 13.03 - Encroachments. In the event that, by reason of the construction, settling or shifting of any building, any part of the 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 or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit, or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this section relating to such elements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XIV
MUNICIPAL SERVICES AND UTILITIES

Section 14.01 - Sewer Charges. Each unit will have its own sewer meter. Each unit owner is responsible for the timely payment of quarterly use fees for the Village of Newburg sanitary sewer user charges imposed upon the unit by the Village of Newburg Sanitary District.

Section 14.02 – Shared Wells; Water Charges. The condominium will have five water wells with each two adjacent buildings sharing a common water well (i.e., Buildings 1 and 2; Buildings 3 and 4; Buildings 5 and 6; Buildings 7 and 8; and Buildings 9 and 10). A pressure tank system for well water will be located under the stairway area of the ground level units in each building. The water wells and pipes up to and including each pressure tank system shall be included in the common elements and subject to repair and maintenance by the Association in accordance with Sections 6.01 and 6.05. Any and all charges associated with well water usage, including without limitation, electric charges and water testing charges, will be a common expense included in the annual budget and allocated among unit owners in accordance with Section 7.03.

Section 14.03 – Utilities. Each unit shall have its own electric and gas meter and each unit owner is responsible for the timely payment of his or her electric and gas utility bills.

Section 14.04 – Retention Pond. The condominium is part of a larger development project commonly known as "Steeple Hill Development, LLC". This development project utilizes, or will utilize, a retention pond which is located approximately 1200 feet Northeast of the condominium. The condominium will benefit from the retention pond and may be assessed or charged for its pro rata share of maintenance expenses associated with such retention pond by the development owners or applicable municipality or governmental agency. Any such assessment or charge will be a common expense and allocated among unit owners in accordance with Section 7.03.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 15.01 - Notice to Mortgage Lenders. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 15.02 – Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representative of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased unit owner is being administered.

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

Section 15.04 - Non-Waiver of Covenants. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 15.05 - Waiver of Damages. Neither the Declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant pursuant to this Declaration, or the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (I) is asserted by unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (ii) is made on account of injury to person or damage to or loss of property, wherever located and however caused.

Section 15.06 – Mortgaging Units and Real Estate Taxes. In accordance with the Act, each unit owner has the right to mortgage or encumber his or her unit and the percentage interest in common elements appurtenant to that unit. Further, in accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and the collection of taxes in the same manner as any other parcel of real estate.

Section 15.07 - Amendment of Declaration. This Declaration may be amended with the written consent of at least two-thirds (2/3) of the unit owners, provided, however, that no provision of this Declaration may be changed, modified, or rescinded so as to conflict with the provisions of the Act. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Amendments become effective when recorded in the office of the Register of Deeds of Washington County, Wisconsin.

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

Section 15.09 – Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process shall be James M. Emmer, 4508 Dollar Drive, West Bend, Wisconsin 53095. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association, which change of registered agent shall be filed with the Secretary of State and the Clerk of the municipality in which the condominium is located.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the 10th day of December, 2004.

STEEPLE HILL DEVELOPMENT, LLC

By: James M Emmer
James M. Emmer, Member

By: Gary Klink
Gary Klink, Member

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally came before me this 10th day of December, 2004, the above named James M. Emmer and Gary Klink, to me known to be the persons who executed the same.

MARGARET STANDISH NOTARY PUBLIC STATE OF WISCONSIN

Margaret Standish
Notary Public, Washington County, Wis.
My commission expires: 11/04/07

This document drafted by:
STEEPLE HILL DEVELOPMENT, LLC
West Bend, Wisconsin
James M. Emmer

This document was reviewed by:
Attorney Mike Hickmann

CONSENT OF MORTGAGE HOLDER

M & I Marshall & Ilsley Bank, West Bend, Wisconsin, holder of the following mortgage from Steeple Hill Development LLC, dated 11-03-2004, and recorded in the Washington County Registry on 12-10-2004, as Document No. 1072093, hereby consents to the execution and recording of the Declaration creating STEEPLE HILL CONDOMINIUMS and hereby submits its mortgage described above to the foregoing Declaration.

IN WITNESS WHEREOF, the said M & I Marshall & Ilsley Bank has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at West Bend, Wisconsin, this 16TH day of DECEMBER, 2004

M & I MARSHALL & ILSLEY BANK

By: _____
JOEL HERRIGES VICE PRESIDENT

By: _____
RIC LEITHEISER PRESIDENT

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally came before me this 16TH day of DECEMBER, the above named JOEL HERRIGES & RIC LEITHEISER, respectively of the above corporation to me known to be such persons and officers who executed the same as such officers as the deed of said corporation, by its authority.

_____
RACHEL A COOK
Notary Public, Washington County
My commission expires: 7-3-2005

RACHEL A. COOK NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A

Building	Unit #	Street Address	Tax Key Number
Building 1	1	932 Spring Road	V6-0279-00Q-001
Building 1	2	934 Spring Road	V6-0279-00Q-002
Building 1	3	936 Spring Road	V6-0279-00Q-003
Building 1	4	938 Spring Road	V6-0279-00Q-004
Building 2	5	931 Spring Road	V6-0279-00Q-005
Building 2	6	933 Spring Road	V6-0279-00Q-006
Building 2	7	935 Spring Road	V6-0279-00Q-007
Building 2	8	937 Spring Road	V6-0279-00Q-008
Building 3	9	941 Spring Road	V6-0279-00Q-009
Building 3	10	943 Spring Road	V6-0279-00Q-010
Building 3	11	945 Spring Road	V6-0279-00Q-011
Building 3	12	947 Spring Road	V6-0279-00Q-012
Building 4	13	951 Spring Road	V6-0279-00Q-013
Building 4	14	953 Spring Road	V6-0279-00Q-014
Building 4	15	955 Spring Road	V6-0279-00Q-015
Building 4	16	957 Spring Road	V6-0279-00Q-016
Building 5	17	961 Spring Road	V6-0279-00Q-017
Building 5	18	963 Spring Road	V6-0279-00Q-018
Building 5	19	965 Spring Road	V6-0279-00Q-019
Building 5	20	967 Spring Road	V6-0279-00Q-020
Building 6	21	971 Spring Road	V6-0279-00Q-021
Building 6	22	973 Spring Road	V6-0279-00Q-022
Building 6	23	975 Spring Road	V6-0279-00Q-023
Building 6	24	977 Spring Road	V6-0279-00Q-024
Building 7	25	981 Spring Road	V6-0279-00Q-025
Building 7	26	983 Spring Road	V6-0279-00Q-026
Building 7	27	985 Spring Road	V6-0279-00Q-027
Building 7	28	987 Spring Road	V6-0279-00Q-028
Building 8	29	991 Spring Road	V6-0279-00Q-029
Building 8	30	993 Spring Road	V6-0279-00Q-030
Building 8	31	995 Spring Road	V6-0279-00Q-031
Building 8	32	997 Spring Road	V6-0279-00Q-032
Building 9	33	992 Spring Road	V6-0279-00Q-033
Building 9	34	994 Spring Road	V6-0279-00Q-034
Building 9	35	996 Spring Road	V6-0279-00Q-035
Building 9	36	998 Spring Road	V6-0279-00Q-036

Building 10	37	984 Spring Road	V6-0279-00Q-037
Building 10	38	986 Spring Road	V6-0279-00Q-038
Building 10	39	988 Spring Road	V6-0279-00Q-039
Building 10	40	990 Spring Road	V6-0279-00Q-040

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NEWBURG, WISCONSIN 53060

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BY-LAWS

STEEPLE HILL CONDOMINIUMS
OWNERS' ASSOCIATION

ARTICLE I
GENERAL PROVISIONS

Section 1.01 - Unincorporated Association. The affairs of this condominium shall be governed by an unincorporated association of its unit owners known as Steeple Hill Condominiums Owners' Association, hereinafter the "Association."

Section 1.02 - Mailing Address. The Association's mailing address shall be the home address of its President.

Section 1.03 - Declarant Control. The affairs of the condominium and the Association shall be subject to control by the Declarant as set forth in Section 12.05 of the Declaration.

Section 1.04 - Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of recording of the Declaration.

Section 1.05 - Conflicts. In case of any conflict between the Condominium Ownership Act (the Act) or the Declaration and these By-Laws, the Act or the Declaration, as the case may be, shall control.

Section 1.06 - General Provisions. The provisions of Wisconsin corporate law shall govern the organization and administration of the Association unless a clear contrary intent is evident from the Declaration or these By-Laws.

ARTICLE II
ASSOCIATION MEMBERSHIP

Section 2.01 - Roster of Unit Owners. The Association shall maintain a current roster of the names and addresses of every unit owner to whom notice of meetings of the Association shall be sent. The roster shall also include the name and address of each mortgagee of a unit and the name and address of each person designated pursuant to Section 2.02 hereof.

Section 2.02 - Representation of Multiple Owners and of Entities. When a unit has multiple owners, or such unit is owned by a partnership, corporation, trust, estate or other entity, then such owner(s) shall have the right to file a written designation with the Secretary specifying the person who shall represent the unit as the voting member in all meetings. Such written designation shall remain in effect and be binding upon such unit owner(s) until a written revocation by the unit owner(s) is filed with the Secretary. If such written designation or a properly signed proxy has not been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the unit owner(s) as the voting member to cast the vote for such unit at such meeting and such designation shall be conclusive for that meeting.

Section 2.03 - Certificate of Membership. The Board of Directors may issue membership certificates to the persons or entities owning units, but such certificates shall not be transferable in any manner whatsoever and the existence or production of any such certificate for any unit shall not supersede or affect the validity of the membership roster of the Association.

ARTICLE III
ASSOCIATION MEETINGS

Section 3.01 - Initial Meetings. (1) Prior to the conveyance of twenty-five percent (25%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and unit owners, other than the Declarant, shall elect at least twenty five percent (25%) of the Directors. After conveyance of twenty five percent (25%) but prior to the conveyance of fifty percent (50%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors.

(2) The calculation of the percentage of common element interest conveyed by the Declarant to purchasers under (1) shall be determined by dividing the total number of units which have been conveyed by the total number of units declared in the Declaration.

(3) Not later than forty-five (45) days after the expiration of the period of Declarant control, the Association shall hold a meeting and the unit owners shall elect all of the Directors of the Association.

Section 3.02 - Annual Meetings. The first annual meeting shall be held in the month of November of the year in which the meeting convened in accordance with Section 3.01(3) of these By-Laws is held. Each subsequent annual meeting shall, as determined by the first annual meeting, be held on the same day of the same month each year thereafter.

Section 3.03 - Special Meetings. Special meetings of the Association may be called at any time by the President or by the Board of Directors, or upon written request of the unit owners who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3.04 - Place of Meetings. All meetings shall be held at the condominium or at such other place in Washington County, Wisconsin, as the Board of Directors may designate.

Section 3.05 - Notice of Meetings. No regular, annual or special meeting of the Association may be held except on at least ten (10) days' written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.06 - Quorum. The presence at an Association meeting of owners and proxies entitled to cast a majority of the Association votes shall constitute a quorum for any action except as otherwise provided in the Act, 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 shall be present or be represented.

Section 3.07 - Suspension of Voting Rights. No unit owner may vote at a meeting of the Association until such owner shall furnish the Association with his or her name and current mailing address for the roster of unit owners. Further, a unit owner may not vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3.08 - Proxies. At all Association meetings owners may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit or upon the termination of an owner's interest therein. In any event, a proxy is effective only for a maximum period of 180 days following its issuance unless it is granted to a mortgagee or lessee.

Section 3.09 - Controlling Vote. Unless otherwise provided in the Act, the Declaration, or these By-Laws, decisions of the Association shall be made on a majority of votes of the unit owners present and voting.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.01 - Number. The affairs of the Association shall be managed by a Board of three (3) Directors.

Section 4.02 - Term of Office. The Directors shall take office upon election and shall serve terms on the following basis: one (1) Director shall serve for a term of one (1) year, one (1) Director shall serve for a term of two (2) years, and one (1) Director shall serve for a term of three (3) years. Thereafter, Directors shall be elected for three (3) year terms.

Section 4.03 - Removal. Any Director may be removed from the Board with or without cause, by a vote of two-thirds (2/3) of the Directors or by a majority vote at an Association meeting. In the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4.04 - Compensation. No director shall receive compensation for any service rendered to the Association. Any director may, however, be reimbursed for actual expenses incurred in the performance of duties.

Section 4.05 - Nomination. Nominations for Directors shall be made by a Nominating Committee of three (3) voting members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations for Directors may also be made from the floor at the annual meeting.

Section 4.06 - Election. Election to the Board of Directors shall be by secret written ballot. The person(s) receiving the largest number of votes shall be elected.

Section 4.07 - Limitations. Not more than one (1) Director may be a non-unit owner.

ARTICLE V
MEETING OF DIRECTORS

Section 5.01 - Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.02 - Special Meetings. Special meetings of the board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than ten (10) days notice to each Director.

Section 5.03 - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.04 - 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.

Section 5.05 - Waiver of Notice of Meeting. Any Director shall have the right to file a written waiver of notice of the meeting of the Board of Directors and consent to the transaction of any business that may come before the meeting. Such waiver can be given before or after any meeting and shall be effective when filed with the Secretary with the minutes of the meeting.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01 - General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the Act or the Declaration, except where the Act or Declaration specifically require a vote of the Association membership.

Section 6.02 - Specified. The Board of Directors shall have the specific power and duty to:

(1) Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations") governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and to establish penalties for the infraction thereof; provided, however, that any portion of such Rules and Regulations may be amended or rescinded by the unit owners representing sixty-seven percent (67%) of the units at any annual or special meeting if written notice thereof is given to all members at least ten (10) days before the date of such meeting.

(2) Employ a manager, managing agent, independent contractor or such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.

(3) Cause to be kept, using standard bookkeeping procedures, detailed and accurate records of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, together with a complete record of all proceedings and activities of the Board of Directors and the Association. A summary of such records shall be presented to the Association membership at each annual meeting.

(4) Cause all vouchers authorizing the payment of common expenses, and the books and papers of the Association to be available for examination by the unit owners at convenient times at the principal office of the Association, where copies may be purchased at reasonable cost.

(5) Prepare on or before November 1 of each year an annual budget for consideration and adoption at the annual meeting of the Association which budget shall show the estimated income and receipts of the Association, together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration.

(6) Fix the amount of the regular monthly assessments required to be paid by each unit based on such annual budget and a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies, replacements and improvements.

(7) Furnish to each unit owner at or before the annual meeting each year a summary of the proposed Association budget and a statement of the monthly assessment to be made to each unit during the following year, together with a statement of the rate of interest which has been fixed by the Board of Directors to be charged on unpaid assessments.

(8) Sue to recover a money judgment for unpaid assessments and charges or foreclose the lien against any unit for which assessments or charges are not paid, in which event the Board of Directors on behalf of the Association may bid on such unit at foreclosure sale and acquire, hold, lease, mortgage and convey the unit.

(9) Secure and maintain adequate policies of insurance as required by the Declaration.

(10) Cause such officers, directors or employees of the Association having a financial responsibility to be bonded at the expense of the Association as it may deem appropriate.

(11) Contract for or otherwise provide for such services as may be necessary to manage, control and maintain the common elements in good, safe, clean, attractive and sanitary condition, order and repair.

(12) Levy special assessments as authorized by the Declaration, provided that:

(a) a written report setting forth the reasons for and the estimated amount of the funds required, the proposed assessment against each unit, and the date or dates of payment is provided to the unit owners with the notice of the special Association meeting at which such special assessment will be considered; and

(b) such special assessment is approved by the affirmative vote of unit owners representing a majority of the votes.

(13) Designate by resolution, from time to time, one or more banks to act as depository for the funds of the Association.

(14) Establish procedures for the approval of all disbursements from the Association's funds and for the regular audit of the books and records of the Association.

(15) Suspend for not more than 60 days, after notice and hearing before the Board, the voting rights of any unit owner, tenant or occupant who is in default in the payment of any assessment levied by the Association or who is charged with a substantial infraction of the Rules and Regulations.

Section 6.03 - Acquiring and Conveying Property. The Board of Directors may acquire and retain property in the name of the Association for and on behalf of all unit owners and may grant a mortgage on such property. In such event, assessments shall be made against all unit owners as part of the common expenses in order to provide the required purchase or mortgage payments. Decisions respecting the acquisition or conveyance of Association property shall require the approval of sixty-seven percent (67%) of the unit owners.

Section 6.04 - Borrowing Money. The Board of Directors shall not borrow money on behalf of the Association unless authorized to do so by at least sixty-seven percent (67%) of the unit owners. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 7.01 - Enumeration of Officers. The Officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.02 - Election of Officers. Election of officers shall take place at the first meeting of the Board of Directors following the annual meeting of the Association.

Section 7.03 - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve.

Section 7.04 - Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 7.05 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 - Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.07 - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.04 hereof.

Section 7.08 - Duties. The duties of the officers are as follows:

(1) President. The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all checks and promissory notes.

(2) Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(3) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association; serve notice of meetings of the Board and of the Association; keep the Association roster of unit owners and addresses; sign, verify and file all statements of condominium lien; certify statements of unpaid condominium assessments for delivery to unit grantees; co-sign all leases, mortgages, deeds and other instruments of conveyance; and perform such other duties as required by the Board.

(4) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Association at its annual meeting and deliver a copy of each to the unit owners.

ARTICLE VIII
COMMITTEES

Section 8.01 - General Committees. The Board of Directors shall appoint such committees for such purposes and terms as it deems appropriate to discharge the duties and responsibilities of the Association and the Board of Directors and to provide for the proper operation of the Association.

Section 8.02 - Nominating. The Board of Directors shall appoint a Nominating Committee having the number of members and the responsibilities as specified in Section 4.05 of these By-Laws.

Section 8.03 - Architectural and Landscape Control. The Board of Directors shall appoint an Architectural and Landscape Control Committee of at least three (3) unit owners who shall discharge the responsibilities assigned to that committee by the Declaration. Such committee members shall serve for such terms as the Board may determine. In the alternative, the Board of Directors may serve as the Architectural and Landscape Control Committee.

ARTICLE IX
COMMON EXPENSES

Section 9.01 - Illustrative List. The common expenses set forth in Section 9.02 are intended only to guide unit owners, directors and officers in understanding the nature and purpose of common expenses. The common expenses actually incurred by the Association may include items not listed in Section 9.02 or conversely, may not include items which are listed. The Board of Directors shall have full authority to determine and authorize appropriate common expenses.

Section 9.02 - Typical Expenses. Common expenses may include, but are not limited to, the cost of:

(1) maintaining the grounds which are part of the common elements, including cutting of grass, care of shrubs and trees.

(2) snow removal from all of the sidewalks and parking areas and private drives of the condominium.

(3) providing garbage, rubbish and trash collection.

(4) providing water, sewer, electrical, gas and other utility services for the project, except to the extent that any part of the same are separately metered or billed to individuals.

(5) property and liability insurance on the condominium and the cost of such other insurance as the Association may obtain, to the extent that the same is not required to be separately billed to individuals.

(6) the services of the management and maintenance personnel or independent contractors as the Association shall consider necessary for the operation of the condominium.

(7) providing such legal and accounting services as may be considered necessary to the operation of the condominium.

(8) acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper.

(9) any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation and use of the common elements.

(10) any amount necessary to discharge any lien or encumbrance levied against the condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual unit.

ARTICLE X
AMENDMENTS

Section 10.01 - Presentment. Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted in writing to all unit owners at least ten (10) days prior to the annual or special Association meeting at which they will be considered.

Section 10.02 - Vote Required. These By-Laws may be amended by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes.

Section 10.03 – Rights of Declarant. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

MANAGEMENT OR EMPLOYMENT CONTRACTS

No management or employment contract or contracts for maintenance have been entered into.

LEASES

There are no leases of property on facilities which are not a part of the Condominium.

STEEPLE HILL CONDOMINIUMS
HOME OWNERS' ASSOCIATION
NEWBURG, WISCONSIN 53060

PROPOSED ANNUAL BUDGET

INCOME: $75.00 per unit times 23 Units (Estimate 12 units sold in 2004-2005)	$10,800.00

EXPENSES:

Lawn Care & Snow Removal	$ 4,000.00
Insurance	$ 3,486.00
Garbage Pickup ($8.00 per unit per month)	$ 1,214.00
Exterior Maintenance	$ 100.00
Accounting and Tax Returns	$ 200.00
Common Utilities	$ 500.00
Supplies	$ 100.00
Water Wells	$ 200.00
Reserve Account (Future Maintenance)	$ 1,000.00
Total Annual Expenses	$10,800.00

RULES AND REGULATIONS

(1) PETS. No pets, animals, livestock, poultry, or birds of any kind shall be kept in any unit or on the common areas except for (a) birds which are kept in household cages within a unit; (b) fish and other aquatic creatures which are kept in a household aquarium within a unit; or (c) units within a designated pet building where a unit owner may keep two (2) cats or one (1) dog of 30 lbs. or less. The Declarant shall designate the building or buildings to be pet buildings, some of which may be designated for cats only. An owner is the only person who may keep a pet in any unit. Owner to be responsible for cleanup after pet.

(2) PARKING. It is the intent of the Association that unit owner and occupant motor vehicles should be parked within the garages. Accordingly, motor vehicles shall not be parked outside of garages, except that temporary parking (not to exceed six hours) is permitted outside of a 2 stall garage, within 18 feet of the garage door, for vehicle cleaning, visitors, and unloading. In any event, motorcycles and mopeds must be parked in a garage at all times.

Parking for guests is available in extra parking stalls within the development along Spring Street or on the approach to the garage of the unit owner they are visiting.

In no event shall an owner, occupant or guest park a vehicle in a manner which will block vehicular accessways within the condominium or which will block access to the refuse and garbage containers by the company hired to remove garbage and refuse.

(3) GARBAGE AND REFUSE. All garbage and refuse is to be placed in the containers provided by the Association from the private refuse hauler for pickup by the private refuse hauler. Unit owners and occupants are responsible to remove from the property any material which the disposal company will not pick up.

(4) LAUNDRY. Owners and occupants are not permitted to place laundry poles or lines of any type, whether temporary or permanent, outside of the exterior walls of the building. In addition, porches and decks shall not be used for drying laundry.

(5) STORM DOORS. Unit owners may not install storm doors to the exteior doorways of their units unless the color and style of the door has been approved by the Declarant (during the period of Declarant control) or the Association. It is understood that such doors become a part of the common elements of the condominium, but the cost of installation, repair and replacement is to be borne by the respective unit owners.

Steeple Hill Condominiums

A Condominium

Lot 1 of Certified Survey Map No. 5655 as recorded in the Washington County Registry in Volume 41 of Certified Survey Maps on pages 70–74, as Document No. 1023185, being part of the NE 1/4 of the NW 1/4 of Section 13 and part of the SE 1/4 of the SW 1/4 of Section 12, all in Township 11 North, Range 20 East, Village of Newburg, Washington County, Wisconsin.

Surveyor's Certificate:

I hereby certify that by the direction of the declarant, I have surveyed, and mapped the land shown and described hereon and that this is a true and correct representation of Steeple Hill Condominiums, 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 _____, 2004.

David J. Leininger, S-2285

O– Indicates a 1.3" od x 18" iron pipe weighing 1.68 lbs./ft. found.

Bearings are referenced to the Wisconsin State Plane Coordinate System Grid, South Zone. The south line of the SE 1/4 of Sec. 12–11–20 has a grid bearing of N 89°17'25" E.

0 25 50 100

Scale in feet
1" = 50'

unplatted lands

Lot 1

Block 5

Riverview

Lot 2

Spring Road

Steeple View Drive

west line of the NE 1/4 of the NW 1/4 of Sec. 12–11–20

N 47°05'36" E 305.80

S 39°50'37" E 244.75

Radius=488.70
Arc=187.65
Ch. Dist.=186.50
Ch. Bear.=N 58°05'38" E
Delta=22°00'00"

S 42°54'24" E 65.00

Radius=1814.00
Arc=169.26
Ch. Dist.=169.20
Ch. Bear.=S 40°14'01" E
Delta=05°20'48"

S 37°33'38" E 184.39

S 37°33'38" E 88.88

S 46°49'53" W

N 83°04'35" W 406.21

S 82°03'08" W 337.33

N 00°51'08" W 163.92

N 01°32'30" W 111.85

S 89°26'14" W north line of the NW 1/4 of Sec. 13–11–20

Lot 1 of Certified Survey Map No. 5714

Building 1
Building 2
Building 3
Building 4
Building 5
Building 6
Building 7
Building 8
Building 9
Building 10

wetlands

see recorded Certified Survey Map for wetland boundary information

asphalt drive

20' wide Sanitary Sewer Easement

50' Electric Easement (Vol. 128 pg. 549)

S 89°33'43" W 400.00

S 17°48'24" W 138.37

The building locations as shown hereon are proposed locations per the approved site plan.

Limited Common Elements are parking areas, sidewalks, patios, porches, and balconies.

Lot 2 of Certified Survey Map No. 5655

This instrument was drafted by David J. Leininger, S-2285

Declorant

Jim Emmer
Gary Klink
4508 Dollar Dr.
West Bend, WI 53095

Surveyor

David J. Leininger
Accurate Surveying
4483 Hwy. 33 W.
West Bend, WI 53095

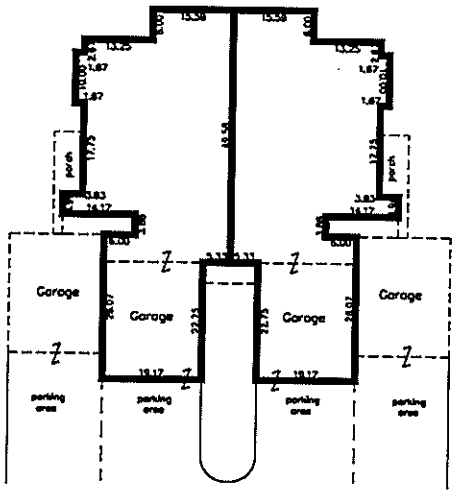
Steeple Hill Condominiums

A Condominium

Note: All dimensions shown are exterior dimensions (per building plan) must be adjusted for interior dimensions

Dimensions may vary due to construction materials used.

Limited Common Elements are parking areas, sidewalks, patios, porches, and balconies.



Unit 2, 6, 10, 14, 18, 22, 26, 30, 34, 38

Unit 3, 7, 11, 15, 19, 23, 27, 31, 35, 39

First Floor Plan

Scale: 1" = 20'

Building 1 – Unit 1 – 932 Spring Road Newburg, WI 53060
Unit 2 – 934 Spring Road Newburg, WI 53060
Unit 3 – 936 Spring Road Newburg, WI 53060
Unit 4 – 938 Spring Road Newburg, WI 53060

Building 2 – Unit 5 – 931 Spring Road Newburg, WI 53060
Unit 6 – 933 Spring Road Newburg, WI 53060
Unit 7 – 935 Spring Road Newburg, WI 53060
Unit 8 – 937 Spring Road Newburg, WI 53060

Building 3 – Unit 9 – 941 Spring Road Newburg, WI 53060
Unit 10 – 943 Spring Road Newburg, WI 53060
Unit 11 – 945 Spring Road Newburg, WI 53060
Unit 12 – 947 Spring Road Newburg, WI 53060

Building 4 – Unit 13 – 951 Spring Road Newburg, WI 53060
Unit 14 – 953 Spring Road Newburg, WI 53060
Unit 15 – 955 Spring Road Newburg, WI 53060
Unit 16 – 957 Spring Road Newburg, WI 53060

Building 5 – Unit 17 – 961 Spring Road Newburg, WI 53060
Unit 18 – 963 Spring Road Newburg, WI 53060
Unit 19 – 965 Spring Road Newburg, WI 53060
Unit 20 – 967 Spring Road Newburg, WI 53060

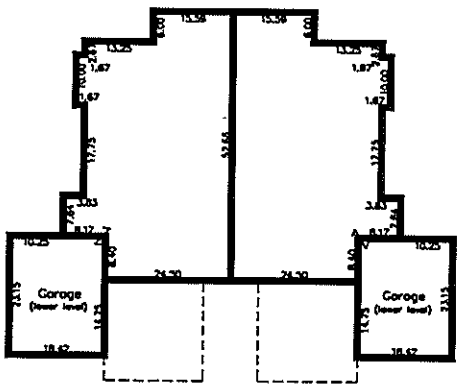
Building 6 – Unit 21 – 971 Spring Road Newburg, WI 53060
Unit 22 – 973 Spring Road Newburg, WI 53060
Unit 23 – 975 Spring Road Newburg, WI 53060
Unit 24 – 977 Spring Road Newburg, WI 53060

Building 7 – Unit 25 – 981 Spring Road Newburg, WI 53060
Unit 26 – 983 Spring Road Newburg, WI 53060
Unit 27 – 985 Spring Road Newburg, WI 53060
Unit 28 – 987 Spring Road Newburg, WI 53060

Building 8 – Unit 29 – 991 Spring Road Newburg, WI 53060
Unit 30 – 993 Spring Road Newburg, WI 53060
Unit 31 – 995 Spring Road Newburg, WI 53060
Unit 32 – 997 Spring Road Newburg, WI 53060

Building 9 – Unit 33 – 992 Spring Road Newburg, WI 53060
Unit 34 – 994 Spring Road Newburg, WI 53060
Unit 35 – 996 Spring Road Newburg, WI 53060
Unit 36 – 998 Spring Road Newburg, WI 53060

Building 10 – Unit 37 – 984 Spring Road Newburg, WI 53060
Unit 38 – 986 Spring Road Newburg, WI 53060
Unit 39 – 988 Spring Road Newburg, WI 53060
Unit 40 – 990 Spring Road Newburg, WI 53060



Unit 2, 6, 10, 14, 18, 22, 26, 30, 34, 38

Unit 3, 7, 11, 15, 19, 23, 27, 31, 35, 39

Second Floor Plan

Scale: 1" = 20'

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

_____ Certified, _____ 2004
Brian W. Braithwaite, Washington County Real Property Lister

_____
David J. Leininger, S-2285

Dated this ____ day of _____ 2004.

DOC# 1072145

This instrument was drafted by David J. Leininger, S-2285

Accurate Surveying 4483 Hwy. 33 W. West Bend, WI 53095 Phone: (262)338-6885 fax: (262)629-1624

Document Number

AMENDMENT TO DECLARATION OF CONDOMINIUM

Title of Document

DOC#: 1080363

Recorded
MAR. 08, 2005 AT 01:15PM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $15.00

THIS AMENDMENT to the Declaration of Condominium of Steeple Hill Condominiums, (hereinafter referred to as the "Declaration"), is made this 18th day of February, 2005, by STEEPLE HILL DEVELOPMENT, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant").

RECITALS

WHEREAS, Declarant owns more than two-thirds (2/3) of the units of Steeple Hill Condominiums located on the property described on attached "Exhibit A" in the Village of Newburg, County of Washington, State of Wisconsin (the "Property"); and

WHEREAS, Declarant desired to subject the Property to the conditions, restrictions, covenants, and reservations made herein for the benefit of the Property and the benefit of each owner of any part of the Property, and for the purpose of creating a desirable utilization of the land in an aesthetically pleasing residential environment; and therefore filed and recorded a Declaration of Condominium with the Washington County Register of Deeds Office on December 22, 2004, as Document No. 1073145; and

Recording Area

15-3

Name and Return Address

EMMer Real Estate
4508 Dollar Dr
West Bend WI 53095

Parcel Identification Number (PIN)

WHEREAS, Declarant desires to modify and amend said Declaration of Condominium in accordance with Section 15.07 of the Declaration;

NOW, THEREFORE, the Declarant hereby declares that the Declaration of Condominium filed with the Washington County Register of Deeds on December 22, 2004 as Document No. 1073145 shall be amended as follows:

1. Notwithstanding that this condominium is physically located in the Village of Newburg, Washington County, Wisconsin, the units shall have West Bend street addresses, and any and all references to "Newburg" are hereby amended to "West Bend" for unit street addresses including without limitation, Section 1.02 of the Declaration.

2. Any and all references to "Spring Road" shall be amended to be "Spring Court".

3. Section 8.10 is hereby deleted and restated in its entirety as follows:

   Section 8.10 – Trash and Garbage. The trash, garbage, and recyclables shall be stored in containers acceptable to the private refuse hauler and shall be kept inside each unit. Each unit owner shall obtain and maintain its own container(s) for trash and garbage. Each unit owner shall obtain one recycling container from the Village of Newburg. Once obtained, the recycling container provided by the Village of Newburg shall be transferred with each unit in connection with any future sales(s) of such unit. The unit owner or occupant shall be responsible to move the container(s) outside the unit to the designated areas within the condominium for collection by the private refuse hauler at the day and location specified by the appropriate municipality. The cost of trash, garbage and recyclable pickup by the private refuse hauler is an expense which is billed by the Village of Newburg and is added to each unit owner's real estate tax bill as a general tax expense.

4. All other terms and provisions of the Declaration of Condominium shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarant has executed this Amendment on the 18th day of February, 2005.

STEEPLE HILL DEVELOPMENT, LLC.

By: James M Emmer
James M. Emmer, Member

By: Gary Klink
Gary Klink, Member

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

Personally came before me this 18th day of February, 2005, the above-named, James M. Emmer and Gary Klink, to me known to be the persons who executed the foregoing document and acknowledged the same.

MARGARET STANDISH NOTARY PUBLIC STATE OF WISCONSIN

Margaret Standish
Notary Public, State of Wisconsin
My Commission: 11/04/07

CONSENT OF MORTGAGE HOLDER

M&I Marshall & Ilsley Bank, West Bend, Wisconsin, holder of the following mortgage from Steeple Hill Development, LLC, dated November 3, 2004 and recorded in the Washington County Registry on December 10, 2004 as Document No. 1072093, hereby consents to the execution and recording of the foregoing Amendment to Declaration of Condominium and hereby submits said mortgage to the foregoing Amendment.

IN WITNESS WHEREOF, M&I Marshall & Ilsley Bank has caused this instrument to be signed by its duly authorized officers on its behalf this 21st day of February, 2005.

M&I MARSHALL & ILSLEY BANK

By: _____
Title: President Richard L. Leitheiser

By: _____ Joel Herriges
Title: Vice President

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

Personally came before me this 22nd day of February, 2005, the above-named, Richard L. Leitheiser and Joel Herriges, to me known to be the persons who executed the foregoing document and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission: 10/12/08

This document drafted by:
Atty. Michael P. Hickmann
State Bar No.: 01026987
Hickmann & Hickmann, S.C.
2125 W. Washington Street
West Bend, WI 53095

NANCY R. BODEN NOTARY PUBLIC STATE OF WISCONSIN