

VILLAGE HOMES OF PARK RIDGE CONDOMINIUM

Village of Sturtevant
Racine County, Wisconsin

DISCLOSURE MATERIALS

VILLAGE HOMES OF PARK RIDGE CONDOMINIUM

Village of Sturtevant
Racine County, Wisconsin

Declarant / Seller: Park Ridge Racine, Inc.
1501 92nd Street
Sturtevant, Wisconsin 53177

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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 BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.**
 3. **YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.**

INDEX

The disclosure materials the declarant / seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

1. **DECLARATION.** The declaration establishes and describes the condominium, the units and the common elements. The declaration begins on page iii
2. **BYLAWS.** The bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The bylaws begin on page iv
3. **ANNUAL OPERATING BUDGET.** The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page ix

4. **FLOOR PLANS AND PLAT OF SURVEY.** The declarant / seller has provided floor plans of the units being offered for sale and a plat of survey of the condominium which shows the location of the unit you are considering and all facilities and common elements which are part of the Condominium. The floor plans and plat of survey are set forth in the condominium plat which begins on page x
5. **ARTICLES OF INCORPORATION.** The operation of the Condominium is governed by the Owners Association, of which each unit owner is a member. The powers, duties and operation of the Owners Association are specified in the Articles of Incorporation. The Articles of Incorporation begin on page xi
6. **RULES & REGULATIONS.** The Owner's Association has established rules and regulations for the Condominium. These rules and regulations are set forth on page xii
7. **ROADWAY EASEMENT.** The private roadways and parking areas for the Condominium are interconnected with the private roadways and parking areas which serve Village Homes Of Park Ridge II Condominium. The rights and responsibilities of Unit Owners regarding the use and maintenance of the shared roadway system are set forth the a recorded Roadway Easement. The Roadway Easement beings on page xiii

DECLARATION

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**DECLARATION OF CONDOMINIUM
FOR
VILLAGE HOMES OF PARK RIDGE
CONDOMINIUM**

Park Ridge Racine, Inc., a Wisconsin business corporation, ("Declarant"), hereby declares that the real estate described in Section 1 of this Declaration ("Declaration") is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("Act"). The real estate and all the buildings and the other improvements located on the real estate shall be known and described as Village Homes Of Park Ridge Condominium ("Condominium"). The address of the Condominium is 1503 - 92nd Street, Sturtevant, Wisconsin, 53177.

1. DESCRIPTION OF LAND

The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in the Village of Sturtevant, Racine County, Wisconsin, and is more particularly described in Exhibit A attached to this Declaration.

2. DEFINITIONS

Unless otherwise specifically stated, the following terms as used in this Declaration shall be defined as follows:

A. "Association" shall mean Village Homes Of Park Ridge Owners Association, Inc., a corporation formed under Chapter 181, Wisconsin Statutes, its successors and assigns.

B. "Common Elements" shall generally refer to all common areas and facilities contained within the Condominium, but excluding the Units.

C. "Declarant" shall mean Park Ridge Racine, Inc., its successors and assigns.

D. "Limited Common Elements" shall mean those common elements which are reserved in this Declaration for the exclusive use of any Unit Owner.

E. "Mortgagee" shall mean any person named as a Mortgagee under any mortgage under which the interest of any Owner is encumbered. This term shall also include land contract vendors, but shall not include any person holding such land contract vendor's interest merely as security.

F. "Owner" shall mean the owner of record, whether one or more natural persons or entities, of any Unit. This term shall include land contract vendees, but shall not include any person holding such vendee's interest merely as security. The term "Owner" have the same meaning as "Unit Owner".

G. "Unit" shall mean a part of the condominium consisting of one or more cubicles of air on one or more levels of space in a residential building, including the attached garage space, and other facilities and improvements as defined in this Declaration, all bounded as set forth in the Declaration.

3. DESCRIPTION OF IMPROVEMENTS

The Declarant intends to construct improvements on the real estate which is the subject of this Declaration as follows:

A. One building containing thirteen Units with attached garage spaces will be constructed as shown on the plat of survey attached to this Declaration as Exhibit A.

~~B. The building will contain Units which may be of ten different types and which shall include the garage spaces attached thereto. Units may be of the following types and may include reversed floor plans:~~

<u>Unit Type</u>	<u>Size</u>	<u>Description</u>
1	1140 Sq. Ft.	Upper 2 bedroom, 2 bath, 2 car garage, fireplace
2	1271 Sq. Ft.	Upper 2 bedroom, 2 bath, 1 car garage, fireplace
3	1226 Sq. Ft.	Lower 2 bedroom, 2 bath, 1 car garage, fireplace
4	842 Sq. Ft.	Upper 1 bedroom, 1 bath, 1 car garage, fireplace
5	1226 Sq. Ft.	Lower 2 bedroom, 2 bath, 1 car garage, fireplace
6	1271 Sq. Ft.	Upper 2 bedroom, 2 bath, 2 car garage, fireplace
7	854 Sq. Ft.	Upper 1 bedroom, 1 bath, 1 car garage, fireplace
8	1100 Sq. Ft.	Upper 2 bedroom, 2 bath, 1 car garage
9	1508 Sq. Ft.	Upper 3 bedroom, 2 bath, 2 car garage, fireplace
10	1226 Sq. Ft.	Lower 2 bedroom, 2 bath, 2 car garage, fireplace

All Units shall be as constructed and located as described in Section 4 of this Declaration and the floor plans attached to this Declaration as Exhibit B. The physical boundaries of each Unit, including attached garage space and the stairway serving the Unit, regardless of type, are as described in Section 4 of this Declaration. The building in which the Units are located is a two story structure. Units may contain space on both floors of the building. The horizontal and vertical boundaries set forth in Section 4 of this Declaration shall be applied separately to each level of the building. The building which includes the Units will be constructed principally of concrete foundations and concrete footings, wood frames, vinyl, aluminum or other low maintenance exteriors and wood and concrete floors. The roof is asphalt shingle. Each Unit is connected to the municipal water and

sewer system. Each Unit has an individual hot water heater and individual heating and air conditioning systems. The Units may contain a fireplace. All utilities for each Unit will be separately metered, except for municipal water and sewer service which is provided by the Association.

4. DESCRIPTION OF UNITS

A. The Condominium shall consist of thirteen residential Units which include spaces in attached garages, all contained in one building. Each Unit has a numeric designation. The approximate area, location, common walls and immediate common area to which the Units have access are shown on the survey and floor plans attached to this Declaration as exhibits. Working drawings and general specifications for the Units are on file at the office of the Declarant, 1501 92nd Street, Sturtevant, Wisconsin, 53177.

B. The boundaries of each Unit, including attached garage spaces, and stairways, if any, shall consist of that part of the cubic area of the residential building enclosed as follows:

(1) Horizontal Boundaries:

(a) The upper horizontal boundaries for each Unit, all attached garage spaces, and all stairways, shall be the plane of the undecorated finished drywall ceiling and extended to an intersection with the vertical boundaries;

(b) The lower horizontal boundaries of each Unit, attached garage space, and stairways, shall be the plane of the undecorated finished floor, extending to an intersection with the vertical boundaries.

(2) Vertical Boundaries:

(a) The vertical boundaries for each Unit, all attached garage spaces, and all stairways shall be the plane of the undecorated finished drywall on the interior of the perimeter walls, extending to intersections with each other and with the upper and lower boundaries.

C. Each Unit shall include the inner surfaces of the finished walls, ceilings and floors, but shall not include the drywall or subfloor. Windows, including glass, moldings, window frames and doors (including all glass in doors, but excepting the exterior surface of the garage door), and exterior courtesy lighting, are included as part of a Unit. The fireplace and chimney flue piping, if any, shall be part of the Unit.

D. All components of the heating and air conditioning systems (including exterior condenser); the water heater; components and wiring of intercom or doorbell systems; and the smoke detectors in each Unit shall be considered part of the Unit and repaired and maintained by and at the expense of the owner of the Unit served by such systems and equipment. All plumbing fixtures shall be maintained by the Unit Owner making use of such fixtures and each Unit Owner shall be responsible for removal of blockages in the sewer pipes which attach that owner's Unit to the common sewer main.

E. If any portion of the common or limited common elements shall encroach upon any Unit or upon a portion of the common or limited common elements as a result of the construction, reconstruction or repair of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a Unit or common elements constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be the boundaries of the Unit, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the condominium plat and the existing physical boundaries of any such Unit or common element.

F. A limited easement is herewith reserved for each Unit Owner to allow decoration of the perimeter boundaries of the each Unit and the attachment of fasteners thereto. Each Unit Owner shall have the right to paint or otherwise finish the interior walls, ceilings and floors of his Unit and to attach fasteners thereto which encroach into the common elements. No modification of a Unit or the adjacent common elements shall be permitted if the same shall affect the structural integrity of the building or interfere with the rights of other Unit Owners. Further, each Unit Owner making modifications to his Unit shall be liable for any damage to the common elements which results from such modification.

5. DESCRIPTION OF COMMON ELEMENTS

The common elements shall include, but not be limited to the following:

- A. Land within the Condominium;
- B. The exterior face of the garage door and all structural components of the buildings, including walls, ceilings and floors other than those components which are specifically included in each Unit by this Declaration;
- C. All components of plumbing, electrical, telephonic and cable television systems located within the common elements, other than those components which are specifically included in each Unit by this Declaration or which service only a single Unit.
- D. Sidewalks and driveways, other than those portions which are reserved to the Units as limited common elements, roadways within the Condominium, parking areas, fences, site signage;
- E. All components of the water and/or electrical systems serving the common areas;
- F. All components of the fire alarm system;
- G. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use as of the date of recordation of this Declaration;

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

The porches and/or decks which are adjacent to each Unit as indicated on the drawings attached to this Declaration as exhibits, are limited common elements and are permanently assigned to, and limited to the use of the Units to which they are attached ("limited common elements").

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a 1/13 undivided interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association. The Declarant recognizes that there are variances in the Units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement and value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration.

8. USE OF UNITS

A. All Units are intended for and shall be restricted to use by the owner, the owner's family, lessees, invitees and frequenters, for residential purposes only. The building containing the Units is intended for and restricted to use for residential purposes only.

B. The garage spaces which are included as part of the Units are intended for and shall be restricted to the use by the owner, the owner's family, lessees, invitees and frequenters for storage of personal property and parking of private automobiles. Garages may not be used for any commercial purpose. Use of the garages may be further regulated by the rules and regulations and bylaws of the Association, ("Bylaws"). Each garage is considered to be a part of the Unit to which it is attached. No garage may be transferred or otherwise conveyed unless the transfer or conveyance involves the transfer or conveyance of the Unit to which the garage is attached.

C. Notwithstanding the foregoing, the Declarant shall have the rights with respect to Unit and garage use reserved to Declarant in Section 11(B) of this Declaration.

9. SERVICE OF PROCESS

The resident agent for the Condominium shall be Park Ridge Racine, Inc., a Wisconsin corporation. Service of process shall be made upon the Declarant at 1501 92nd Street, Sturtevant, Wisconsin 53177 as to matters provided for in the Act until all Units have been sold, conveyed and paid for or until the first meeting of the Unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting of the Association.

10. DAMAGE OR DESTRUCTION

In the event the Condominium is destroyed or damaged in an amount in excess of \$10,000.00 and insurance proceeds together with an amount not exceeding \$10,000.00 are insufficient to complete repair and construction, action by the Association by a vote of a majority of Unit Owners, as defined in the Bylaws, taken within 90 days after the damage or destruction, shall be necessary to determine to repair or reconstruct the Condominium as more fully described in Section 3, Article 5

of the Bylaws. Damage or destruction to a lesser extent, and to a greater extent if insurance proceeds (together with an amount not exceeding \$10,000.00) are sufficient to complete repair and reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association ("Board of Directors") as provided in that section of the Bylaws.

11. FURTHER MATTERS

A. All present and future Owners of Units, tenants of those Owners and any other occupants of Units, employees of Owners, or any other persons who in any manner use or come upon the Condominium or any part of the Condominium shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association ("Articles") and the Bylaws and rules and regulations adopted pursuant to those instruments, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any part of any Unit shall constitute an acceptance by the Owner, tenant or occupant of the provisions of those instruments, as they may be amended from time to time. The provisions contained in the instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though the provisions were recited and fully stipulated in each deed, conveyance or lease. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as by provisions of the Act.

B. The Declarant reserves the right for a period of 7 years from the date of this Declaration to cause one or more of the Units or garage spaces within any Unit it owns to be maintained as a model and office and to display any models and the common elements of the Condominium for purposes of selling Units in the Condominium or in other projects of the Declarant, together with appropriate signage located in the common elements identifying the Declarant and its agents and locating and giving any information regarding any model and the office.

C. Rules and regulations (in addition to the Bylaws) concerning the use of the Units and the common and limited common elements, including provisions limiting keeping of animals and other pets, may be established and amended by the Board of Directors. Copies of these rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to the effective date of the rules and regulations.

D. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the Village of Sturtevant, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes; for sewer, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. These easements and rights-of-way shall be confined, so far as possible, in underground pipes or conduits, with the necessary rights of ingress and egress and the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

12. AMENDMENT OF DECLARATION

A. This Declaration may be amended with the written consent of at least 75% of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved by the mortgagee or land contract vendor of the Unit, if any.

B. This Declaration may also be amended by the Declarant alone to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters the percentage in accordance with this Section 12(B). Declarant owns certain land ("Expansion Area") described in the "Expansion Lands legal description" of Exhibit A attached to this Declaration. Declarant will construct thirteen Units in one residential building in the first phase of the project ("Phase 1") on the lands described in the in Exhibit A attached to the Declaration. Declarant presently intends to construct sixty-five additional Units in six residential buildings, and a recreation building, upon the lands included in the Expansion Area in one or more stages. The general design of the buildings shall be substantially similar to that included in this Declaration. The buildings shall be located upon the Expansion Area generally as shown on the plat attached to this Declaration as Exhibit A. Declarant reserves the right to change the design and location of buildings and Units to be constructed within the Expansion Area as long as the aggregate number of Units constructed in the Expansion Area does not exceed sixty-five and the total number of all Units in the condominium does not exceed seventy-eight. Declarant further reserves the right to locate surface parking spaces, which may or may not be defined as limited common elements, within the boundaries of the Expansion Area. The parking spaces may serve the Units established in Phase 1 and in future phases. Without making any representation in this Declaration that Declarant or any other person can or will undertake the construction and notwithstanding the provisions of Section 12(A) of this Declaration, Declarant reserves the absolute and unqualified right for itself and its successors and assigns on behalf of each Unit Owner of the Condominium to amend this Declaration at any time and from time to time within 10 years from the date of this Declaration to add to the Condominium all or any part of the lands included in the Expansion Area and the units, and common elements, constructed or under construction in the Expansion Area, if any. In the event of any such addition, each Unit Owner shall have an undivided interest in common with all other Units and Unit Owners in the common and limited common elements equal to the number one (1) divided by the total number of Units in the Condominium after completion of the Units located in that part of Expansion Area added to the Condominium. Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all powers of amendment. The Unit Owners, by acceptance of a condominium deed to a Unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the provisions stated in this Section 12(B).

C. This Declaration may also be amended by Declarant to interchange the types of Units prior to the actual conveyance of any such Unit and to change location of parking space serving a building prior to the initial conveyance of any Unit in the building. The Unit Owners, by acceptance of a condominium deed to a Unit, consent to the interchange of the type Units and the relocation of parking space as provided in this Section 12(C) and appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with these provisions.

13. ADDITIONAL RIGHTS OF LENDERS

A. As to the holder of any mortgage and as to any land contract vendor ("mortgagee") of a Unit which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated in Section 9 of this Declaration that it desires to receive notice of the following matters:

(1) The Board of Directors shall give the lender written notice by mail of the call of any meeting of the Board of Directors or membership of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws;

(2) The Board of Directors shall give the lender by mail a copy of the notice of default which is given to any Unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles or the Bylaws and rules and regulations, at the time of notice to any Unit owner; and

(3) The Board of Directors shall notify the lender of physical damage to structure, fixtures or equipment of a Unit in an amount exceeding \$2,500.00 when such damage is known to the Board of Directors and shall notify all lenders if common elements of the Condominium are damaged in an amount exceeding \$10,000.00 or if the common elements become the subject of condemnation or eminent domain proceedings.

B. Unless all affected lenders have given their prior written approval, the Association shall not:

- (1) Change the undivided percentage interest in the common elements of the Condominium relating to the Unit;
- (2) Partition or subdivide any Unit or abandon, partition, subdivide, encumber, or convey the common elements of the Condominium (granting of easements for public utilities excepted);
- (3) By act or omission seek to abandon the Condominium status of the Condominium except as provided in Section 10 of this Declaration in case of substantial damage to or destruction of the Condominium;
- (4) Use hazard insurance proceeds for losses to the Condominium property for other than the repair of the property, except as authorized by law.

C. A lender who comes into possession of a Unit pursuant to the remedies provided in the mortgage or land contract, a foreclosure of the mortgage or land contract, or a deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claims for unpaid assessments or charges in favor of the Association against the Unit which accrued prior to the time the lender came into possession of the Unit.

D. Notwithstanding Section 12 of this Declaration, this Section 13 shall not be amended unless all lenders have given their prior written approval.

14. PAYMENT OF COMMON EXPENSES

During the period in which the Declarant shall have control of the Association, each Unit Owner, other than the Declarant, shall pay a fractional share of the common expenses represented by the number "1" divided by the total number of Units included in the Condominium and the Declarant shall pay the balance of the common expenses. At such time as the Unit Owners shall take control of the Association, each Unit Owner, including the Declarant for tenant occupied Units owned by the Declarant, shall pay a fractional share of the common expenses represented by the number "1" divided by the total number of Units for which occupancy permits have been issued and which have been at any time occupied by anyone other than the Declarant. At such time as occupancy permits have been issued for all Units in the Condominium, the Owner of each Unit, including the Declarant for tenant occupied Units owned by the Declarant, shall pay a fractional percentage of the common expenses represented by the number "1" divided by the total number of Units included in the Condominium. Notwithstanding the foregoing, at no time shall the Declarant be liable for common expenses for any Unit which has never been occupied by anyone other than the Declarant. For purposes of the calculations defined in this Section 14, the term "Unit" shall not include any Unit which has not been included within the Condominium by this Declaration or any amendment hereto. Each Unit Owner shall pay common expenses on a monthly basis as required by the Bylaws.

15. NOTICE OF UTILITY AND DRAINAGE EASEMENTS

The land which is included in the Condominium and the expansion area is subject to various utility and drainage easements which are recorded in the office of the Register of Deeds for Racine County, Wisconsin.

16. RENTAL OF UNITS

Unit Owners, including Declarant, may rent their Units provided that each rental agreement includes the terms and conditions of the Declaration and Bylaws by reference and requires that the occupant(s) of the Unit comply with the rules and regulations for the Condominium.

17. TRASH

Trash removal shall be provided by the Association by contract with a private waste hauler. The Declarant, and/or the Association will define dumpster locations within the Condominium and it shall be the responsibility of each Unit Owner to place his trash and waste material in the dumpster for pick up. The Declarant reserves to the Association the right to create additional rules and regulations with respect to waste disposal and/or recycling. The dumpster(s) may in the future be used to serve buildings located within the expansion area for the Condominium and/or buildings in an adjacent condominium complex which may be built by the Declarant. The cost of maintenance of the dumpster pad(s) and enclosure(s) will be shared by all users pursuant to the terms of a recorded dumpster use agreement. The Unit Owners, by acceptance of a condominium deed to a Unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver one or more agreements relating to the use of the shared dumpster(s) in accordance with this Section 17.

18. ROADWAY AGREEMENT

The roadways within the condominium are private roads which are part of the common area of the Condominium and which are controlled by the Association. The roadways may in the future be extended to serve buildings located within the expansion area for the Condominium and/or buildings in an adjacent condominium complex which may be built by the Declarant. The cost of maintenance of the roadways will be shared by all users pursuant to the terms of a recorded roadway agreement. The Unit Owners, by acceptance of a condominium deed to a Unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver one or more agreements relating to the use of the shared roadways in accordance with this Section 18.

19. FUTURE RECREATION CENTER

In a future phase of the Condominium the Declarant intends to construct a recreation center on a portion of the Expansion Area generally as shown on the plat of survey which is attached hereto as Exhibit A. At such time as the recreation center is constructed it will be added to the Condominium by amendment to the Condominium documents and will thereafter be a common element of the Condominium. The recreation center may be used by Unit Owners, guests and tenants in existing and future phases of the Village Homes Of Park Ridge, and may also be used by Unit Owners, guests and tenants in a separate condominium complex which will be built by the Declarant adjacent to Village Homes Of Park Ridge. All costs relating to maintenance of the recreation center will be shared by all users pursuant to the terms of a recorded agreement relating to the use and management of the recreation center. The Unit Owners, by acceptance of a condominium deed to a Unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver one or more agreements relating to the use of the Recreation Center in accordance with this Section 19.

20. SATELLITE DISHES

Satellite dishes and similar technology for the reception of television and other signals shall only be placed in and upon the common elements at locations to be determined by the Board of Directors. Satellite dishes shall be no larger than 2 feet in diameter, unless specifically approved by the Association acting thru its Board of Directors, shall be located at the rear of the structure, and shall not be visible from the front street line. A satellite dish or similar receiver which serves a single unit shall be located on the common elements directly adjacent to that Unit. Any Unit Owner who causes any such technology to be installed or maintained in or upon the common elements shall be liable for all damage person or property by reason of such installation, and that Unit Owner shall be further liable for all costs related to the restoration of the common elements at such time as the technology is removed. In the event that a Unit Owner desires to sell a Unit which includes technology described in this Section 20, that Unit Owner shall either provide the Board of Directors with the purchaser's written acknowledgment of the provisions of this section or remove the technology from the common elements prior to conveyance of the Unit to the purchaser.

21. ACCESS TO UNITS

By acceptance of a deed to a Unit, each Unit Owner grants a right of access to the Unit to the manager, the managing agent and any other person authorized by the Board of Directors, the manager or the managing agent to make inspections, to correct any condition originating in the Unit and threatening another Unit or the common or limited common elements; to install, alter or repair mechanical or electrical services or other common or limited common elements in the Unit or elsewhere in the building. Requests for entry shall be made in advance, and entry shall be scheduled for a time reasonably convenient to the Unit Owner. Provided, in case of an emergency, the right of entry shall be immediate, whether the Unit Owner is present at the time or not.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this
14th day of October, 2002.

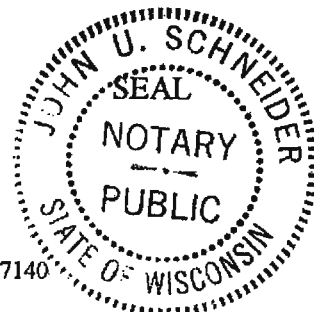
PARK RIDGE RACINE, INC.

Frederick M. Kowalsky
Frederick M. Kowalsky President

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 14th day of October, 2002, the above named
Frederick M. Kowalsky, being the President of Park Ridge Racine, Inc., to me known to be the
person and officer who executed the foregoing instrument and acknowledged the same as an act of
the corporation.

John U. Schneider
* John U. Schneider
Notary Public - State of Wisconsin
My commission expires is permanent



Instrument drafted by: John U. Schneider - Attorney at Law - State Bar of Wisconsin #1017140