Declaration – Condominium.
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Declaration – Condominium
Recorded at Kenosha County, Kenosha WI
Register of Deeds
May 25, 2001
Document No.: 1220509

Additional Reference Filings:
Condominium Plat
Recorded at Kenosha County, Kenosha WI
May 25, 2001
Document No.: 1220512

By-Laws of Oak Ridge Condominium
Recorded at Kenosha County, Kenosha WI
May 25, 2001
Document No.: 1220517

DOCUMENT NUMBER
1220509

DECLARATION - CONDOMINIUM
RECORDED
At Kenosha County, Kenosha, WI
Louise I. Principe, Register of Deeds
on 5/25/2001 at 10:47AM
10022829
$44.00
SUEB
RECDEED3

Recording Area
Name and Return Address
NEUMANN ENTERPRISES, INC
W330N6233 HASSLINGER
NASHOTAH, WI 53058

35-4-121-084-0300
36-4-121-084-0305
Parcel Identification Number (PIN)

44

3. **Description.**

A. The real estate contains thirty-eight (38) buildings which are under construction or will be constructed and located as shown on the Condominium Platt attached to this Declaration as **Exhibit A.** Each building is called a "Unit" or a "Home" and their boundaries are as described in Section 11 of this Declaration. Each Home will be located on a portion of the real estate, as shown on **Exhibit A**. Each portion of the real estate on which a Home is located is hereafter called a "Lot". Each Lot shall be designated Limited Common Area for the exclusive use of the owner of the Home located on the Lot. Declarant reserves unto itself the right to unilaterally amend, modify, or alter the roof or exterior or floor plan of any Home, from time to time, including changing the size of a Home, changing the location of a Home, and changing the size and floor plan of each home. However, Kenosha County approval at the staff level will be obtained prior to recording any such amendments. Also, any changes shall adhere to the building restrictions as stated in the Condominium Bylaws and/or the Condominium Declaration and no home shall be built outside of the "building pad", defined as the lot subject to the setbacks stated in Section 4 Item M. In the event Declarant exercises its rights as stated herein, Declarant alone may amend this Declaration and/or the Condominium Plat as is necessary.

B. Each Lot shall contain no more than one single family home with each home being not more than two stories. The principal materials of which each home is constructed are poured concrete foot and foundation walls, wood floors and contrate floors in basements. Each home will have separate forced air heat, air-conditioning and water heater. All utilities for each home will be separate.

4. **Use of Property**.

In order to provide for congenial occupancy of the Condominium and for the protection of the values of the Homes, the use of each Home shall be subject to the following limitations:

A. The Home shall be used for residential purposes only. All Federal, State, County of Kenosha and Town of Bristol laws, rules, ordinances and orders shall supersede anything contained within this document except where the restrictions are more restrictive than the Town Ordinances. If in any way the homes contained in this document are in conflict either now or in the future with the Town Ordinances then the Town Ordinances shall take priority.

B. The Common and Limited Common Area and Facilities shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of the Homes;

C. No Home shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling whose front elevation shall not exceed two stories in height. All Homes shall have, as a minimum, an attached two car private garage measuring in rectangular shape not less than 22' x 22' and having not less than at total 570 square feet. All Homes shall be sided with either cedar siding, vinyl siding, aluminum siding, full size brick, natural stone or some combination thereof, except as specifically authorized by the Architectural Control Committee. Further, the brick or natural

stone on the front elevations shall be equal to not less than 50% of the non-garage door, non-glass square footage of the front surface area and dimensional or architectural shingles shall be used for roof areas; if vinyl siding is used a minimum thickness of .044 inches shall be required and it shall not be wider than 4" x 4". Further, there shall be no less than four (4) roofline breaks in each home.

D. No Home shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and materials, harmony of the external design with existing Homes, and as to location with respect to topography and finished grade elevation. Approval may be denied solely based on harmony of the external design, as determined by the Architectural Control Committee. No fence or walls shall be erected, placed or altered on any Lot, except as may be required by any applicable statute or ordinance;

E. All construction plans and specifications shall be approved or disapproved in writing, by the Architectural Control Committee within thirty (30) days after the plans and specifications have been submitted to it. If the Architectural Control Committee does not disapprove of the plans and specifications within said thirty (30) day period, it shall be presumed that the Architectural Control Committee has approved the plans and specifications;

F. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot, at any time, as a residence, whether temporarily or permanently;

G. No sign of any kind shall be displayed to the public view on any Lot, except a "For Sale" sign or a sign identifying the building of the Home on the Lot, but any such sign shall be displayed only during the time of construction of the Home;

H. No animals, except household pets (provided they are not kept, bred or maintained for commercial purposes), shall be permitted;

I. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each Homeowner shall provide for sanitary waste removal on a regular schedule;

J. The minimum square footage of a Home to be built on a Lot shall be as follows:

   i. A single-story home shall not be less than 1800 square feet but, if it contains more than three bedrooms, a minimum of 200 additional square feet shall be required for each bedroom in excess of three;

   ii. A bi-level Home shall be at least 1800 square feet on the first level but, if it contains more than three bedrooms on the upper two floors, a minimum of 200 additional square feet shall be required for each bedroom in excess of three;

   iii. A tri-level Home shall be at least 2100 square feet on the upper two levels; but, if it contains more than three bedrooms on the upper two floors, a minimum of 200 additional square feet shall be required for each bedroom in excess of three;

iv. A two-story Home containing up to four bedrooms shall be at least 2100 square feet on the first two floors and shall have a minimum of 200 additional square feet for each bedroom in excess of four bedrooms.

A basement, garage, or covered porch shall not be counted in determining the square footage of any Home.

K. No business or commercial structure shall be erected or allowed to operate on any Lot. A lawyer, insurance broker, artist, music teacher or person engaged in similar professional pursuits may, if permitted by local zoning ordinances, use a room in a Home as an office or studio, provided that no advertising signs shall be displayed. All home occupations shall be in compliance with all County of Kenosha and/or Town of Bristol Zoning Ordinances;

L. No camper, motor home, recreational vehicle, boat, trailer, bus, truck, motorcycle or any other unsightly vehicle, whether licensed or not, may be stored or kept on any Lot for longer than forty-eight (48) hours per year, unless kept within the garage of Home and the door to the garage is closed. No trucks motorcycles, automobiles, campers, motor home or recreational vehicle shall be parked in the private streets right-of-way except for occasional social gatherings;

M. Each Lot shall have a twenty-five foot (25') front setback, fifteen foot (15') rear setback, and ten foot (10') side setback. No Home shall be built within the setback areas;

N. Nothing shall be altered or constructed in or removed from the Common Area or Limited Common Areas and facilities, except upon the written consent of the Board of Directors;

O. The use of the Common Areas within the Condominium shall be subject to rules and regulations as set by the Board of Directors, from time to time;

P. No noxious or offensive activity shall be carried on in any Home or in the Common or Limited Common Areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others;

Q. A Homeowner shall be liable for all acts of negligence or breaches of the Declarations, By-Laws, rules and regulations either by the Homeowners or any guest, tenant, invitee or licensee of the Homeowner;

R. Lamp Posts and Mail Boxes shall confirm to the design call for in the landscape plan. Specifically, the mail boxes and their posts shall be cedar. The lamps, lamp posts, and mail boxes are shown in **Exhibit C**.

S. Additionally, for clarity all homes shall have:

i. A full basement.

ii. A fireplace.

iii. A minimum of two full bathrooms.

iv. A minimum of three (3) independent major roof areas for each dwelling unit.

v. A minimum of four roof line changes to the front elevation of each dwelling unit.

vi. Windows on all elevations of the dwelling unit.

vii. Steel garage doors for all attached garages.

viii. Brick chimney, if visible from the front of the home.

5. **Architectural Control Committee**.

Declarant shall appoint two (2) persons to act as the Architectural Control Committee for the Condominium. In the event Declarant fails to appoint an Architectural Control Committee, the Board of Directors shall act as the Architectural Control Committee.

6. **Rules and Regulations**.

The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Homes, the Common Areas and Limited Common Areas by the Homeowners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declarations or the contracts, documents and easements referred to in this Declaration, and shall be designed to prevent unreasonable interference with the use of the Condominium by persons entitled to use it. The Association members, their lessees or guests, and any occupants of the Home shall confirm to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration and these By-Laws. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. Copies of all rules and regulations adopted by the board of Directors shall be furnished to all Homeowners prior to their effective dates.

7. **Additions, Alterations or Improvements by Homeowners**.

No Homeowner shall make any structural addition, alteration or improvement in or to the exterior of his or her Home, nor affix anything to the exterior of his Home nor erect or construct anything in or on his or her Lot without the prior written consent of the Board of Directors. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Home shall be approved by the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor, or material man or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration or improvement. The provisions of this Section shall not apply to Homes owned by the Declarant until such Homes shall have been initially sold by the Declarant and payment made. Every Homeowners shall have the right to decorate the rear of his or her Lot in a nonstructural manner provided that the decorations which are visible to other Homes or to the public shall have the prior written approval of the Board of Directors.

8. **Suspension of Voting**.

The Board of Directors may, in its discretion, suspend the voting right of any Homeowner who fails to pay assessments when due, or is otherwise in breach of any terms of the Declarations, the By-Laws or any rules and regulations adopted by the Board of Directors pursuant to the By-Laws.

9. **Landscaping**.

Included in the Condominium Plat is a landscape plan requiring trees with a minimum of 2.5" diameter at a height of 5' on all Lots and electrical street lights on some Lots. The tree types and locations are according to the landscape plan.

Prior to occupancy all Lot owners where light posts are required agree to install posts in the specified location called for as part of their home construction project. Further, in accepting ownership of Lots calling for light posts, owners agree to maintain and keep lights lit from dusk to dawn. It is understood there will be a cost for the electricity to keep the lights lit and in acquiring these Lots the owners agree to pay this cost.

Within twelve (12) months of occupancy of the home, Homeowners shall be required to plant trees as per the attached landscape design, record for reference as part of the Condominium Plat. Specifically, the trees shall be Maples, Lindens, Ash, Oaks or Crimson Kings. Any other type of tree must be approved by the Architectural Control Committee and the Town of Bristol and the County of Kenosha. In the event the Homeowner fails to comply with this requirement, Mark Neumann, as developer, will do the planting in accord with the landscape design and will bill reasonable costs for the time, effort and planting to the Homeowner. In the event the developer must enforce this provision through court action, either to do plants or collect fees, the Homeowner agrees to pay reasonable attorney fees and court costs in addition to above costs.

10. **No Building in Lot Setback Area.**

No structure including decks, patios, pools, fences, gazebos, sheds, etc. shall be permitted outside the building setback lines on each Lot (Limited Common Area), except, that patios shall be permitted ten feet (10') into the rear yard setback. No variances will be granted to allow construction outside of the building setback lines on each Lot. Further, no satellite dishes, television antennas and towers, clothesline poles, and/or children's play equipment shall be placed on any home or lot which would be visitable from the street.

11. **Description of Homes**.

A. The home numbers of each home, and the approximate area, location, Lot area for each home and immediate lot area to which a home has access are shown on the survey attached to this Declaration as **Exhibit A**. Floor plans for the homes are attached as **Exhibit A**. Declarant reserves unto itself, the right to unilaterally amend, modify or alter the proposed home layout from time to time as the proposed project develops, including changing the size of a home, changing home locations, and changing the size and floor plan of each home. However, any changes shall adhere to all requirements as spelled out elsewhere in this Declaration and/or in the By-Laws. No homes shall be permitted outside of the "building pads" as defined by the building setbacks in the Limited Common Area. These changes may be done unilaterally by the Declarant by recording an amendment to these documents signed solely by

Declarant subject to Kenosha County approval at the staff level. No changes in the size of a home, however, shall result n the construction of a home with than the minimum required home size area as set forth and defined in this Declaration.

B. The Boundaries of each Home shall consist of the cubic area of each and improvements enclosed as follows:

i. Horizontal Boundaries

a. The upper boundaries of the Home shall be the exterior surface plane of the root of the Home and garage; and

b. The lower boundaries of the Home shall be the exterior surface plane of the footing and foundation of the Home.

ii. Vertical Boundaries

a. The exterior surface plan on the exterior walls of the Home; and

b. The exterior surface plane of all exterior doors, windows and garage doors.

iii. In addition, a Home includes the following items serving each Home, although they may be outside the horizontal and vertical boundaries of the Home:

a. All doors and windows, including their exterior casements and all of their opening, closing and locking mechanisms and hardware;

b. All plumbing fixtures and the piping, valves and other connecting and controlling materials, devices lying between the Home and the main public water or sewage lines servicing the Home;

c. All chimneys, flues and vents;

d. All components of any heating plant or air conditioning unit or units servicing the Home; and

e. All electrical, telephone, cable television, or any other utilities, distribution devices and facilities servicing the Home and not owned by the respective utility companies.

C. No home encroachments shall be allowed within any Common Area or within any required setback of the Limited Common Area.

12. **Description of Common Area and Facilities**.

A. The Common Areas and facilities shall include all of the following:

i. All land within the Condominium, excluding the Limited Common Areas;

ii. All roads, curb, gutter, storm sewer and/or storm water retention system;

iii. The area above and below each Home;

iv. Easements through Common Areas for public utilities;

v. Easements through Limited Common Areas as shown on the Condominium Plat;

vii. All other parts of the Condominium necessary or convenient to its existence, maintenance and safety or normally in common use.

B. All other areas shall be considered Limited Common Area as described in Section 3A.

13. **Condominium Association**.

A. Declarant has established a condominium association to govern the affairs of the Condominium. The association is a nonstock, nonprofit Wisconsin corporation known as Oak Ridge Condominiums Association, Inc. ("Association").

B. The Declarant reserves the right to appoint and remove officers of the Association and reserves the right to exercise the powers and responsibilities otherwise assigned by this Declaration or by Chapter 703 of Wisconsin Statutes to the Association or its officers, as provided in Section 703.15, Wisconsin Statutes.

14. **Description of Lots and Facilities**.

A. The portions of the Common Areas immediately adjacent to a Home as shown as Lots on **Exhibit A** shall be Limited Common Area and shall include, without limitation:

i. The driveway and sidewalks of the Home within the Limited Common Area;

ii. A portion of the front, rear and side yard of each Lot extending up to the distance shown on the condominium plat; and

iii. All patios, decks and other improvements appurtenant to the Home and constructed within the area of the Lot, whether or not such items are attached to the Home.

A. The use of the Limited Common Areas appurtenant to any Home shall be restricted to the Homeowner and guests or invitees of the owner. Agents and employees of the Association shall have access to and the right to enter upon the Limited Common Areas for the purpose of performing maintenance and repair obligations of the Association, as described in this Declaration and/or in the Association's By-Laws.

15. **Common Area Ownership and Voting**.

A. Each homeowner shall have on vote for each Home he or she owns at meetings of the Association. There shall be only one vote per Home and the vote shall not be split. If more than one person owns a Home, the owners shall file with the Association the name of the person nominated to cast the vote of the owners. Shared membership interests must be voted pursuant to the nomination contained in the membership list.

B. Each Home and its owner shall have a pro rata undivided interest in common with all other Homes and homeowners in the Common and Limited Common Areas. The undivided ownership interest in the Common and Limited Common Areas of each Home and its owner shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of Homes in the

Condominium. The Declarant recognizes that there may be variances in the Homes related to value, maintenance and replacement, but the Declarant believes that the foregoing formula of ownership and voting is fair and equitable, as well as the most efficient for purposes of administration.

C. Funds for payment of common expenses and creation of reserves for payment of future common expenses shall be obtained in equal assessments against all homeowners. All common surpluses shall be owned equally by all homeowners. All homeowners shall be equally liable for all Common Liabilities.

D. Assessments for common expenses, together with such interest as provided in the Association By-Laws and the cost of collection, including actual attorney's fees incurred by the Association, constitute a lien upon the Homes against which they are assessed. Attachment, filing, effectiveness, priority and enforcement of such liens shall be provided by Wisconsin Statutes.

16. **Residential Use.**

All Homes are intended for and shall be restrict to use by the owner, his or her family, lessees, invitees, and frequenters for residential purposes and for such occupations as are permitted by applicable zoning ordinances and as permitted by the By-Laws and rules and regulations of the Association. Except as otherwise provided herein, no commercial activity shall be conducted in any Home.

17. **Service of Process**.

Service of process shall be made upon the Declarant at W330N6233 Hasslinger Drive, Nashotah, Wisconsin 53058, as to matters provided in the Wisconsin Unit Ownership Act. The Association may name a successor agent for service of process in the same manner and to the same extend that corporations may change names and addresses of registered agents.

18. **Damage or Destruction**.

A. In the event a Home is destroyed or damaged, the Home shall be rebuilt by the homeowner unless action by the Association by unanimous vote of all homeowners taken within ninety (90) days after such damage or destruction determines that the Home shall not be rebuilt, repaired or restored as more fully described in the Association's By-Laws.

B. In the event of partial or total destruction or condemnation of all or part of the Common Areas of the Condominium, the portion destroyed, damaged or taken shall be repaired or rebuilt, unless action by the Association by unanimous vote of all homeowners taken within ninety (90) days after notice of such destruction, damage, partial or total taking determines not to rebuild, repair or restore the Common Areas, as more fully described in the Association's By-Laws.

19. **Retention and Detention Basins, Common Areas, Wetlands and Woodlands**.

The homeowners of all Lots are responsible for the maintenance of the retention and detention basis, common area, wetlands and woodlands located within the condominium and of all associated storm water

drainage facilities and easements, in accordance with the restrictions set forth in the Condominium Plat. The Association has been formed in part for the purpose of fulfilling this obligation and is responsible for the required maintenance and repair of these facilities. Owners of any Lots on which storm water drainage facilities are located shall permit access by the Association, its agents and the Town of Bristol for the purpose of inspecting, maintaining and restoring such facilities.

In the event the Homeowners Association should cease to exist or should fail to fulfill its obligation as stated herein, the Town of Bristol may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the Condominium Plat under the provisions of Section 66.60(16) of the Wisconsin Statutes. Similarly, any real estate taxes remaining unpaid, together with any penalties and interest thereon, may be collected by the Town of Bristol as a special assessment against all of the properties in the Condominium Plat which border the properties, or the Town of Bristol may seek a mandatory injunction requiring the Homeowners Association to levy and collect assessment for such purpose.

20. **Conservation District**.

A. Conservation District is defined as that portion of the Common Areas identified on the Condominium Plat as a Conservation District shall be maintained by the Condominium as a "Conservation District."

B. Uses of the Conservation District. The Board of Directors may, from time to time, establish additional rules and restrictions regarding the use by the Homeowners of the Conservation District. All Homeowners, their invitees, and guests shall be permitted to use the Conservation District, subject to the rules and regulations established by the Board of Directors and the restriction stated within this Declaration and in the Association's By-Laws.

C. Rights of the Board of Directors. The Board of Directors shall, within the Conservation District, have the following rights:

i. To cut and remove exotic or non-native plant species;

ii. To prohibit the public and all persons (other than the Homeowners) from trespassing or otherwise coming upon the Conservation District, with the exception of the public officials of the Town of Bristol or the public officials of Kenosha County, Wisconsin who are granted access to the Conservation District for the purpose of inspection and enforcement of the Conservation District prohibitions stated herein. Such access shall be after reasonable notice to the Board of Directors.

iii. To cut nature and hiking trails within the Conservation District, provided such trails do not exceed four feet (4') in width. In doing so, however, no tress over two inches (2") in diameter, five feet (5') from the ground shall be cut or removed. No trail may come within fifty feet (50') of any Lot without written permission from the Homeowner of the Lot except as noted on the Condominium Plat. Further, no Homeowner or guest thereof shall be permitted at

any time within this 50' border. Trails must be constructed with natural substances only, such as bark, sand or gravel. There shall be no blacktop or cement used on any trail.

D. Prohibition Within the Conservation District. Neither the Board of Directors nor any owner of a Home in the Condominium and no other person shall do any of the following with the Conservation District:

i. Commercial activities and uses, including commercial, recreational or industrial uses.

ii. Metallic and non-metallic mining operations, including removal or extraction of minerals by any surface mining method.

iii. Construction of any structure, improvements or road, with the exception of a storm water retention pond, which may be required on the Property. Such stormwater retention pond, however, shall not be placed in any existing wetland or natural area.

iv. Division or subdivision of the Property into smaller parcels, whether through legal or de-facto methods, including through a lease or leases except to adjacent property owners as permitted under state and local statutes.

v. Use of motorized vehicles on the Property except in connection with permitted activities or uses and in connection with habitat and resource management and monitoring.

vi. Harvesting of timber or removal of vegetation except as it related to Part II.

vii. Dumping, storage, disposal of waste, refuse, sludge or sewage, inoperative vehicles or debris of any kind.

viii. Construction or placement of any structure in the conservation easement area; fences are also prohibited.

ix. Erection or placement of billboards or signs except for signs marking the property boundaries, identifying the property and its ownership, providing notice if the easement or activities or uses prohibited hereby, and signs advertising the Property for sale or lease.

x. Alteration of the surface of the Property, including filling, excavation, removal or placement of topsoil, sand, gravel or other material.

xi. Burning of trash, garbage or other material.

xii. Construction of any utility pipe, line, cable or structure above, on, over, or under the surface of the Property.

xiii. It is the intent of this section to prohibit any/all construction of any sort in this area and to prevent the removal of any/all trees, with the exception of Section 20, Item C above as noted.

E. Enforcement. The prohibitions stated herein may be enforced by the Board of Directors or by any member of the Association and/or by the Town of Bristol. The Town of Bristol is given the authority to enforce these provisions in the same manner as if it were a member of the Association. If any person is found to have violated the provisions of this article, such person shall be liable for all damages resulting from such violation, including all costs, expenses and attorney's fees incurred by the party enforcing these terms and restrictions.

21. **Roads Within The Condominium.**

A. Common Area. All roads within the Condominium shall be owned and maintained by the Condominiums as Common Areas.

B. Use of Roads. The roads within the Condominium are common private roads and are created for the equal private use.

C. Access. Each Lot shall be permitted only one driveway to the road to which it adjoins. It a Lot adjoins to more than one road, it may not have more than one driveway. All driveways connecting to the road shall be constructed in accordance with the ordinances of the Town of Bristol.

D. Road Maintenance. All roads within the Condominium shall be maintained and repaired by the Association. All expenses for such maintenance shall be included in the annual budget of the Association. All roads shall be maintained and repaired (including snow removal) in such condition as to provide safe access for fire and emergency vehicles. The roads shall be maintained to those standards adopted by the Town of Bristol from time to time for similar public roads.

E. The Town of Bristol. The Town of Bristol shall have no responsibility or liability for the maintenance or repair (including snow removal) of any roads within the Condominium. In the event, after notice from the Town of Bristol, the Association fails to maintain and repair (including snow removal) the roads within the Condominium, the Town of Bristol determines in its sole discretion that any road is unsafe or inadequate for use, for fire and emergency vehicles, the Town of Bristol may come upon the roads within the Condominium and repair and correct any deficiencies in the road. Any costs incurred by the Town of Bristol to maintain or repair the roads shall be charged to the Association and shall be a Common Expense of the Association. In the event the Association fails to pay such expenses, including any administrative fees associated therewith, the Town of Bristol shall assess all such costs, fees and expenses upon the tax rolls of the Homeowners in the Association, in accordance with Section 66.60 of the Wisconsin Statutes. Each Homeowner hereby consents to the letting of these special assessments against his or her Home and Lot and waive all notices or hearings otherwise required by Section 66.60 of the Wisconsin Statutes.

F. Board of Directors' Assessment. If any Homeowners or his or her contractors, guests, invitees or tenants cause damage to any road within the Condominium, such Homeowner shall be responsible for the damage. The Board of Directors may, at its option, require the Homeowner to pay for all costs incurred to repair the damage and any such cost shall be assessed as an Association fee and collected in the same manner as an Association Common Expense owned by the Homeowner.

22. **Further Matters.**

A. All present and future homeowners, tenants of such owners, and any other occupant of a Home, employees of homeowners or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this

Declaration, the Articles of Incorporation of the Association (the "Articles") and the By-Laws, and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any Home shall constitute acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in each Home as those such provisions were recited and fully stipulated in such deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings, as the Board of Directors of the Association may deem appropriate, as well as the provisions of the Wisconsin Unit Ownership Act.

B. The Declarant hereby reserves the right to cause one or more of the Homes it owns to be maintained as a model Home and sales office to display such models in the Common Areas and the Limited Common Areas of the Condominium for purposes of selling Homes in the Condominium or in other projects of the Declarant.

C. Rules and regulations (in addition to the By-Laws) concerning the use of the Homes and the Common and Limited Common Areas or facilities, including provisions limiting the keeping of animals and other pets may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each Homeowner prior to their effective date.

D. The Declarant hereby reserves for the Association, acting by and in the discretion of the Board of Directors, the right to grant to the Town of Bristol, Wisconsin or to any other municipality or public or semi-public utility company, easements and rights-of-ways 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 sewers, storm water drains, gas mains, water pipes and mains, and similar devices and for performing any public or quasi-public utility function that the Board of Directors may deem fair and proper for the improvement and benefit of the Condominium. Such easements and rights-of-ways shall be confined so far as possible, in underground pipes or other conduits with the necessary rights of ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created. The Declarant hereby further reserves for itself and its successors and assigns access to and the right to connect to any such poles, wires, underground pipes, or other conduits for the improvement of any other real estate owned by the Declarant.

23. **Amendment of Declarations**.

This Declaration may be amended by Declarant until all Homes have been sold, conveyed, paid and received, solely in order to correct any errors or omissions herein (including changes in the Homes as fully constructed), or by a vote of at least two-third (2/3) of the authorized votes of all homeowners cast in person or by proxy by homeowners at a meeting duly called in accordance with the provisions of the Associations By-Laws, and with the formal approval by the Town of Bristol Board upon recommendation from the Town Plan Commission and the County of Kenosha. This paragraph shall not be construed to nor restrict Declarant's rights as stated in

Section 3, Item A or Section 11, Item A. Copies of any such amendment shall be certified by the President and Secretary of the Association.

24. **Declarant's Rights**.

Throughout this Declaration certain rights have been granted to the Declarant. These rights may never be changed, modified, rescinded without the express written consent of the Declarant during the terms of these rights.

IN WITNESS WHEREOF, this document has been executed this **18th** day of **May**, 2001.

NEUMANN ENTERPRISES, INC.

By: _____

Mark Neumann, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
: ss
COUNTY OF Kenosha)

Personally came before me this 18th day of May, 2001, the above named Mark Neumann, to me known to be the President of Neumann Enterprises, Inc., and the person who executed the foregoing instrument and acknowledged the same.

Amy E. Klemko

Notary Public, Kenosha County, WI

My Commission: May 18, 2003

This document drafted by:
Bruce R. Briney, Attorney
Nowlan & Mouat LLP
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P.O. Box 8100
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EXHIBIT B

LEGAL DESCRIPTION FOR OAK RIDGE CONDOMINIUM:

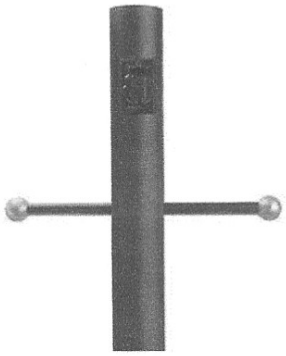
Being a part of the SE ¼ of Section 8, TIN, R21E, Town of Bristol, Kenosha County Wisconsin, more fully described as follows:

Commencing at the South ¼ corner of said Section 8 and point of beginning of the hereinafter described lands; thence N.02° -09'-27"W., along the west line of the SE ¼ of said Section 8 1233.69 feet to a point; thence N.86°-11'-03"E, 163.57 feet to a point; thence N.02° -09'-27"W., 31.77 feet to a point; thence N.59° -57"-07"E., 41.30 feet to a point; thence S.68° -45'-23"E., 134.91 feet to a point, thence N.32° -07'-21"E., 65.95 feet to a point; thence 135.59 feet along the arc of a curve to the right with a radius of 139.50 feet whose chord bears N.30° -01'-57"W., 130.32 feet to a point; hence N.02° -11'-15"W., 82.11 feet to a point on the southerly right-of-way line of 83rd Street; thence N.86° -11'-03"E., along said southerly right-of-way line 1029.44 feet to a point on the west line of the East ½ of the SE ¼ of said Section 8; thence S.02° -11'-22"E., along said west line 1549.65 feet to a point on the south line of the SE ¼ of said Section 8; thence S.89° -13'-35"W., along said south line 1330.25 feet to the point of beginning.

EXHIBIT C

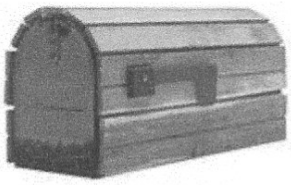


Old World Style, cast post lantern with water seeded glass
Black finish
Fits 3" post (sold separately)
Width = 9 5/8"
Height = 24"



Aluminum light post with ladder rest
Black finish
Diameter = 3"
Height = 7'

Cedar Covered Mailbox



Revised May 18, 2001

CONDOMINIUM DECLARATION
FOR
OAK RIDGE CONDOMINIUM

Neumann Enterprises, Inc. ("Declarant") hereby declares that it is the owner of the real estate described in Article 2 and that the real estate is subject to the Wisconsin Condominium Ownership Act ("Act"), as provided in this Declaration.

1. **State of Declaration**.
   A. The purpose of this Declaration is to submit the real estate described in Article 2, and all buildings, roads and other improvements erected on the real estate, to the condominium form of ownership as provided in the Act and this Declaration. The real estate, landscaping, buildings, roads, and other improvements shall be known and described as Oak Ridge Condominiums (the "Condominiums").
   B. Declarant agrees that after the date of recording of this Declaration, the real estate described in Article 2, and the buildings, roads, and other improvements located on the real estate shall be sold, leased, or otherwise conveyed or transferred subject to the provisions of this Declaration and the Act. The provisions of this Declaration shall be deemed to run with the land and to bind and be o the benefit of the Declarant and all who obtain an interest of any kind in the real estate.

2. **Description of Land**.
   The real estate which is subject to this Declaration and upon which the buildings, roads and improvements are and will be located is in the Town of Bristol, Kenosha County, Wisconsin, and is described as follows:

[See attached legal description – EXHIBIT B]