

**DISCLOSURE MATERIALS
PARADISE MEADOWS, A CONDOMINIUM**

**DECLARANT: GEM DEVELOPMENT, LLC
N3464 S. Town Line Road
West Bend, WI 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 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.**

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

2. **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 2-1 of these disclosure materials.

3. **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 3-1 of these disclosure materials.

4. **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 4-1 of these disclosure materials.

5. **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 5-1 of these disclosure materials.

6. **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 6-1 of these disclosure materials.

**PARADISE MEADOWS CONDOMINIUM
EXECUTIVE SUMMARY**

1. Condominium Identification:

This condominium is known as Paradise Meadows, A Condominium.

2. Expansion Plans:

The condominium has the right to separate each unit into not more than five individual units at any time. The separation may take place in one or more phases to create not more than 35 units. See Article XIV for complete details.

3. Governance:

This condominium is managed by the Paradise Meadows Condominiums Homeowners Association, which is an unincorporated association. More information can be found in Article I of the By-Laws beginning on page 2-1. For general information regarding this condominium, please contact Secretary/Treasurer Jim Emmer, at 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 6.04 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 and Amendment No. 3 regarding the Association's responsibility for maintenance and repair of common elements.

7. Rental of Units:

See Section 8.03 of the Declaration regarding leasing of units.

8. Unit Alterations:

See Section 6.03 of the Declaration regarding alteration of a unit.

9. Parking:

Parking is included at no extra charge. See Sections 8.05 and 8.06 regarding parking and garage use. Additional restrictions may be found in the Rules and Regulations.

10. Pets:

See Section 8.04 of the Declaration regarding pets and animals.

11. Reserves:

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

12. Fees on New Units:

None.

13. Amendments:

See Section 16.05 of the Declaration regarding amendments procedures.

14. Other Restrictions or Features:

See the Rules and Regulations for additional regulations.

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RETURN TO:
Atty. Joan R. Beck
P. O. Box 176
West Bend, Wis. 53095

DECLARATION

**PARADISE MEADOWS, A CONDOMINIUM
2010-2041 SOUTH MEADOW COURT
WEST BEND, WI 53095**

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by GEM Development, LLC, 3464 S. Town Line Road, West Bend, Wisconsin 53095, hereinafter referred to as "Declarant".

**ARTICLE I
ESTABLISHMENT**

Section 1.01 - Intent. The Declarant, GEM Development, LLC 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, Articles of Incorporation, and the By-Laws of the association of unit owners created under Article XII of this Declaration (hereinafter the "Association").

Section 1.02 - Name and Address. The name by which this condominium shall be known is "Paradise Meadows, A Condominium" and its street address is 2010-2041 South Meadow Court, West Bend, Wisconsin 53095.

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

Lots Seven (7) and Eight (8) in "SOUTH MEADOW ESTATES SUBDIVISION" located in part of the Northwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4, Section 25, Township 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin. (Tax Key Nos. 5660 and 5661)

Section 1.04 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Washington County, a condominium plat entitled "Paradise Meadows, A Condominium", consisting of one (1) sheets, certified on September 28, 1995 by Ronald A. Weis, R.L.S. 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, the planned location of which was shown on the original plat, and for the purpose of recording the location of units separated by the Declarant pursuant to Article XIV of this Declaration.

Section 1.06 - Developer's Agreement. The condominium property is subject to the terms and conditions of that certain Developer's Agreement entered into by and between Chad Graff and Nicholas J. Mueller and the City of West Bend on August 27, 1992, as recorded in Volume 1227 of Records in the Washington County Registry beginning on Page 148 as Document No. 610727.

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 and number follows:

<u>Building</u>	<u>Address</u>
1	2040 South Meadow Court
2	2030 South Meadow Court
3	2020 South Meadow Court
4	2010 South Meadow Court
5	2021 South Meadow Court
6	2031 South Meadow Court
7	2041 South Meadow Court

Section 2.03 - Description of Buildings. Each building contains five apartments and attached garages. Each building is substantially the same in size, style and configuration. The buildings are two-story story, without basement, of wood frame construction with some brick veneer. The roofs shall be covered with asphalt shingles. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association.

ARTICLE III

CONDOMINIUM UNITS

Section 3.01 - Number of Units. The condominium shall a total of seven units. Additional units may be separated from the initial units by the Declarant in accordance with Article XIV of this Declaration.

Section 3.02 - Unit Defined. A condominium unit is a building intended for individual ownership which contains five apartments and affiliated attached garages. Each unit has outer boundaries formed by and including the exterior finish materials, i.e. siding, veneer or roof shingles of the perimeter structures, including the foundation. Each units includes the windows, window frames, entry doors, door frames, garage doors and each and every component of the structure. The boundaries of each unit will have the dimensions and are located as shown on the condominium plat and amendments thereof pursuant to Section 1.05 of the Declaration.

Section 3.03 - Unit Identification System. Each unit has a unit identification number, a street address and a real estate tax key number as set forth in Exhibit A to this Declaration. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes.

Section 3.04 - 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 6.03 of this Declaration.

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 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 and which are not owned and maintained by a public or private utility company;
- (3) the driveways and sidewalks;
- (4) the lawn and landscape areas and improvements;
- (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, either initially or upon separation, as Type-I or Type-II limited common elements under Article V of this Declaration as it may be amended from time to time.

Section 4.02 - Percentage Interest. Each unit owner shall have an undivided 1/7 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium, such interest being subject to change upon further separation of the units as provided for in Article XIV of this Declaration.

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.

ARTICLE V

LIMITED COMMON ELEMENTS

Section 5.01 - Limited Common Elements. Certain common elements which are contiguous to a unit shall be known 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 service board or service connection to and within each unit;
- (3) such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit; and
- (4) outdoor parking spaces reserved for use by the occupants of the unit.

Section 5.02 - Transfers. The use of limited common elements shall not be separated from the unit to which such use appertains and shall be deemed transferred with the unit when it is leased, conveyed or encumbered, even though such interest is not expressly mentioned or described in the conveyance instrument.

Section 5.03 - Status of Limited Common Elements Upon Separation. Upon separation of units within a building, common elements and limited common elements may be reapportioned to reflect exclusive use and benefit of such an element by a unit occupant or occupants of a group of units.

ARTICLE VI

REPAIRS AND MAINTENANCE

Section 6.01 - Common elements. The Association shall be responsible for the management, control, maintenance, repair and replacement of the common elements including the limited 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 may be charged in accordance with Section 7.04 of this Declaration.

Section 6.02 - Individual Units. Each unit owner shall be responsible to maintain that unit 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 6.03 - Limitations on Changes. No unit owner shall alter the floor plan or otherwise modify a 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.

Section 6.04 - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, 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 business interests, 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 for the management, control, maintenance, repair and replacement of common elements;
- (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; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be accounted for separately and be charged to the unit owner responsible therefor as a special charge. In the event of separation of the condominium units as provided for under Article XIV of this Declaration, the proportionate share shall be modified as provided for in Section 14.02 thereof.

Section 7.04 - Special Charges. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and 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 be charged to the unit owners responsible therefor as a special charge. Penalties assessed by the Board of Directors for infractions of Association rules and regulations shall also be special charges.

Section 7.05 - 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 7.06 - 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 owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.02 of this Declaration. or in proportion to such new percentage as established by Section 14.02 of this Declaration in the event of the separation of a condominium unit.

Section 7.07 - 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 unpredicted 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 the which the same was levied.

Section 7.08 - 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. Said percentage interest may change as provided in Section 14.02 of this Declaration upon separation of a condominium.

Section 7.09 - Covenant to Pay. 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 and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges 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 7.10 - 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 Section 7.11 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 Section 7.11 hereof prior to the request for the statement.

Section 7.11 - Lien for Assessments. All assessments, regular or special, and special charges levied pursuant to this Article, together with interest thereon and actual costs 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 fileable satisfaction of the 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) liens 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 45.80, Stats.

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 \$10.00 per unit per month. 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 not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.02 - 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 the property as may be required to facilitate the sale of unsold units.

Section 8.03 - 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 8.04 - 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 such household pets as may be kept in units in strict compliance with Association rules and regulations.

Section 8.05 - Motor Vehicles. The number of motor vehicles, including motorcycles, which may be kept on the condominium property may be limited by Association rules and regulations and all vehicles shall be kept and parked in strict compliance with such rules and regulations. Except for the 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 8.06 - Commercial and Recreation 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 Association rules and regulations.

Section 8.07 - 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 Board of Directors, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.08 - 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 8.09 - Roof Structures. No owner or occupant shall place upon the roof of any building any antenna, tower, solar collector or other similar device.

Section 8.10 - Accessory Structures. No accessory structure shall be constructed or placed on the condominium property except by action of the Association.

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 rule, restriction, condition or 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.

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 of 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 defined in §703.02(14) of the Act) against loss or damage by fire or other hazard and against liability claims. The amount of protection and the types of hazards to be covered shall be reviewed and determined at least annually by the Board of Directors. 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 may be realized under any Association insurance policy.

Section 10.02 - Assessment of Premiums. Premiums for Association insurance policies shall be a common expense to be included in the annual assessment established pursuant to Section 7.08 of this Declaration.

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

- (1) **Property Insurance.** 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. 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 cancelled, 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 shall be provided covering all claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.

- (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 the 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.
- (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.

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 Paradise Meadows Condominium 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 (and may be restricted) 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 and administration of the condominium;
- (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; and
- (15) upon written application of a unit owner, do all things necessary to effectuate the separation of a unit pursuant to §703.13(7) of the Act.

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, the Articles of Incorporation] or the By-Laws to the Association or to its officers for a period ending three (3) 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 seventy-five percent (75%) 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.

Section 12.07 - Subassociations. Upon separation of dwelling units within a building pursuant to Article XIV of this Declaration, the owners thereof may form a subassociation to assume management and control of the limited common elements appurtenant thereto. Formation of such subassociation shall not require the consent of the Master Association; and members of a subassociation shall continue to be members of the Master Association. Nothing in this paragraph shall be construed to require formation of a subassociation.

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 to such utility company 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 easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XIV SEPARATION OF CONDOMINIUM UNITS

Section 14.01 - Right to Separate. Declarant expressly reserves for itself, its successors and assigns the right to separate each unit into not more than five individual dwelling units at any time. Such separation may take place in one or more phases to create not more than 35 units under this Declaration.

Section 14.02 - Change in Fractional Interest of Unit Owners. In the event of separation, the fractional or percentage interest in the common elements of the condominium appurtenant to separated units following the separation shall be that fraction using the number of individual dwelling units contained within the condominium unit as the numerator and a denominator of 35. Changes in percentage interests shall become effective upon recording of the separation amendment, and shall supersede for all purposes the percentage interest stated in Section 4.02 of this Declaration.

Section 14.03 - Procedures for Separation. The right to separate condominium units may be exercised by recording amendments to this Declaration and the condominium plat. Such amendments shall be executed by the principal officer of the Association after notice to all

other units owners in accordance with §703.13(7) of the Act. Such amendments shall not require the approval of unit owners and their mortgagees as otherwise required for amendments under Section 16.07 of this Declaration. The amendment to the Declaration shall set forth the new percentage interests of the unit owners, the number of votes appurtenant to each unit following the separation, a further division of the rights to use and occupy various elements into additional types, and such other provisions as may be appropriate to the separation. The amendment to the condominium plat shall include the detail and information required for an original condominium plat.

Section 14.04 - Effect Upon Unit Owners and Mortgagees. Upon the recording of separation amendments to the Declaration and the plat, each unit owner, by operation of law, has the percentage interest in the common elements, the liabilities for common expenses, the rights to common surpluses and shall have the number of votes set forth in the amendment to the Declaration. Following any separation, the interest of any mortgagee shall, by operation of law, attach to the new percentage interest in the common elements appurtenant to the unit on which the mortgagee has a lien.

Section 14.05 - Effect of Separation on Common Elements. Upon separation of dwelling units within a building, the building shall become a Type I limited common elements appurtenant to the units contained therein. Pre-existing limited common elements may be reapportioned among the units and designated Type II limited common elements.

Section 14.06 - Effect of Separation Upon Apartment Occupants. Occupants of apartments to be separated shall have the rights afforded residents of conversion condominiums pursuant to §703.08, Wis. Stats., concerning notice and priority for purchase.

Section 14.07 - Consent of Unit Owners and Power of Attorney. Each owner of a unit and each assignee or successor with respect to such unit shall, by acceptance of a deed to any unit, be deemed to agree, approve and consent to any such separation or series of expansions, or to any part thereof, and to such adjustment in the percentage of interest in the common elements, the liabilities for common expenses and the rights to common surplus which appertain to each unit and its owner; and shall be deemed to grant to Declarant, and the Declarant's successors and assigns, an irrevocable power of attorney, coupled with an interest to act for and in the stead of such unit owner with respect to such separation(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this Article.

Section 14.08 - Separation Not Required. Nothing contained herein shall be construed to create any obligation on behalf of Declarant or Declarant's successors and assigns to undertake the construction of additional buildings and units or to proceed with respect to any separation; nor shall anything contained herein be deemed to grant or create any rights in unit owners under this Declaration with respect to such separation.

**ARTICLE XV
MUNICIPAL SERVICES**

Section 15.01 - Sewer and Water Charges. Each unit owner is responsible for the timely payment of sanitary sewer and water user charges imposed upon the unit by the City of West Bend.

Section 15.02 - Property Taxes. 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 15.03 - Special Charges - Waiver of Notice. In the event the City provides services related to the condominium's private sanitary sewer, water distribution, roadway or storm water management systems, either because the Association requests such services, an emergency to health or safety exists or because the Association, after notice from the City, fails or refuses to timely correct a health or safety problem, the City may, in accordance with §66.60(16), Stats., levy and collect special charges for such services. Such charges shall be levied equally to all units of the condominium. The Declarant, for the Declarant and the Declarant's successors and assigns, does hereby consent to the levying of such charges and does hereby waive notice of any hearing with respect to any such levy.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

Section 16.01 - 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 16.02 - 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 16.03 - 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 16.04 - 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 the 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 16.05 - 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.

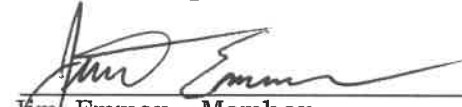
Section 15.06 - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 15.07 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process shall be Chad Graff, N171 W20366 Northview Drive, Jackson, Wisconsin 53037. 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.

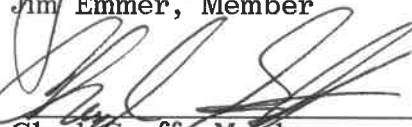
IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the 15 day of November, 1995.

GEM Development, LLC

By:


Jim Emmer, Member

By:

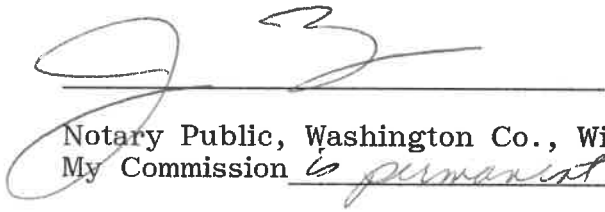

Chad Graff, Member

By:


Nicholas J. Mueller, Member

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 15 day of November, 1995,
the above named Jim Emmer, Chad Graff and Nicholas J. Mueller, to me
known to be the persons who executed the foregoing instrument and
acknowledged the same.



Notary Public, Washington Co., Wis.
My Commission is permanent

This instrument was drafted by
Atty. Joan R. Beck
of
SCHLOEMER, ALDERSON,
SPELLA & MUEHLBAUER, S.C.
Corner of Sixth & Hickory
West Bend, WI 53095

CONSENT OF MORTGAGE HOLDER

M&I First National Bank, West Bend, Wisconsin, holder of the following mortgages:

<u>Date Executed</u>	<u>Date Recorded</u>	<u>Volume #</u>	<u>Page #</u>	<u>Document #</u>
07/18/94	07/19/94	1444	216	672680
11/04/94	11/08/94	1469	543	680559
02/23/95	02/27/95	1489	408	686716
10/13/95	10/18/95	1541	557	702212

hereby consents to the execution and recording of the Declaration dated November 15, 1995, creating Paradise Meadows, A Condominium, and hereby submits its mortgages described above to the foregoing Declaration.

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

Dated and executed at West Bend, Wisconsin this 7th day of December, 1995.

M&I FIRST NATIONAL BANK

BY: *K. Hemauer*
 BY: *W. C. Bailey*

STATE OF WISCONSIN)
) ss.
 WASHINGTON COUNTY)

Personally came before me this 7th day of December, 1995, the above named Kenneth R. Hemauer and William C. Bailey, Senior Vice President (office) and Vice President (office), 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.



Nancy J. Petsch

Notary Public, Washington Co., Wis.
 My Commission expires Nov. 22, 1998

BY-LAWS

PARADISE MEADOWS CONDOMINIUM 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 "Paradise Meadows Condominium Owners' 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 first 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 - Corporate Law. 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. 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 of 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 this 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, [the Articles of Incorporation] 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 by 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. The election of officers shall take place at the first meeting of the Board of Directors following each 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 Associa-

tion 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.

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 Direc-

tors 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.

MANAGEMENT OR EMPLOYMENT CONTRACTS

The Board of Directors of the Home Owners Association has not entered into any major contracts for maintenance.

**PARADISE MEADOWS CONDOMINIUM
OWNERS' ASSOCIATION
West Bend, Wisconsin**

PROPOSED ANNUAL BUDGET

Monthly Assessment per Unit - 7 units at \$105 per month
x 12 months = \$1260 per unit per year = **\$8,820.00**

Expenses:

Legal Fees	\$ 225.00
Maintenance and Repairs	\$ 500.00
Snow Removal & Lawn Care	\$4,720.00
Insurance	\$3,150.00
Reserve Account	<u>\$ 225.00</u>

Total: **\$8,820.00**

RULES & REGULATIONS (Amended 11-26-19)

1. **OUTSIDE PARKING.** Parking on an occupant's driveway is reserved for that occupant or that occupant's guests. Short-term parking by guests of other owners may be permitted if agreed to by both owners. No trucks, recreation vehicles, trailers, boats, motorbikes or other commercial or recreational-type vehicle or vehicle bearing any commercial message shall be permitted to park overnight on a driveway. Other than short-term parking (less than 6 hours in a 48-hour period) there shall be a maximum of one vehicle parked on a driveway. No vehicle maintenance of any type other than washing-waxing and emergency service shall be permitted on a driveway.
2. **GARBAGE AND REFUSE.** All garbage and refuse is to be placed in the dumpster provided by the Association for pickup. Unit owners and occupants are responsible to remove from the property any material which the refuse company will not pick up.
3. **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.
4. **OWNER RESPONSIBILITY.** Unit owners are responsible for making certain that all unit occupants, guests and employees are aware of these rules and regulations and that they comply with them.
5. **PEACE AND ORDER.** All unit occupants and their guests shall conduct themselves, particularly when in common areas, in a manner which is respectful of the peaceful and quiet enjoyment of the condominium by other occupants. All occupants and their guests shall also comply with all applicable laws and ordinances.
6. **PETS:** Pets are restricted to cats & dogs which must be leashed AND continuously attended to while outside. You may have 2 dogs, 2 cats OR 1 cat & 1 dog. (2 pets total) The pound limit for pets is 40 pounds. Pet waste needs to be picked up IMMEDIATELY. Pets may also not be a nuisance (barking, whining, not picked up after, etc.) to others within the Association. Pets need to be licensed with the City of West Bend and a form will need to be filled out yearly and submitted to the Association with the required info contained within the form. Said form will be sent out with the annual meeting minutes to be returned no later than February 1st.

(Please note that if as of 11/26/19 you have a pet over the 40# limit, you are grandfathered in until such time as the pet passes.)

7. **INSURANCE:** Unit owners are to provide a Declaration Page showing proof of insurance to the Association by the 1st of February every year. (This can be obtained by contacting your insurance agent.)

RULES AND REGULATIONS

1. **OUTSIDE PARKING.** Parking on an occupant's driveway is reserved for that occupant or that occupant's guests. Short-term parking by guests of other owners may be permitted if agreed to by both owners. No trucks, recreation vehicles, trailers, boats, motorbikes or other commercial or recreational-type vehicle or vehicle bearing any commercial message shall be permitted to park overnight on a driveway. Other than short-term parking (less than 6 hours in a 48-hour period) there shall be a maximum of one vehicle parked on a driveway. No vehicle maintenance of any type other than washing-waxing and emergency service shall be permitted on a driveway.
2. **GARBAGE AND REFUSE.** All garbage and refuse is to be placed in the dumpster provided by the Association for pickup by the City. Unit owners and occupants are responsible to remove from the property any material which the City will not pick up.
3. **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.
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706013

Condo Plat #226

Paradise Meadows

A Condominium

Lots 7 and 8 of South Meadows Estates Subdivision, being a recorded subdivision in part of the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 25, Town 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin.

Surveyor's Certificate:

I hereby certify that by the direction of Jim Emmer, I have surveyed and mapped the land shown and described hereon and that this is a true and correct representation of Paradise Meadows, a condominium, and that the identification and location of each unit and the common elements can be determined from this condominium plat.

Dated this 28th day of SEPTEMBER 1995.

Ronald A. Weis
Ronald A. Weis, S-1215



RECORDED

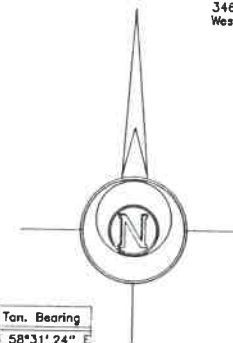
Dec 8 2 50 PM '95
REGISTER OF DEEDS
OF WASHINGTON COUNTY WI

Declarant

GEM Development, LLC
3464 S. Townline Rd.
West Bend, WI 53095

Surveyor

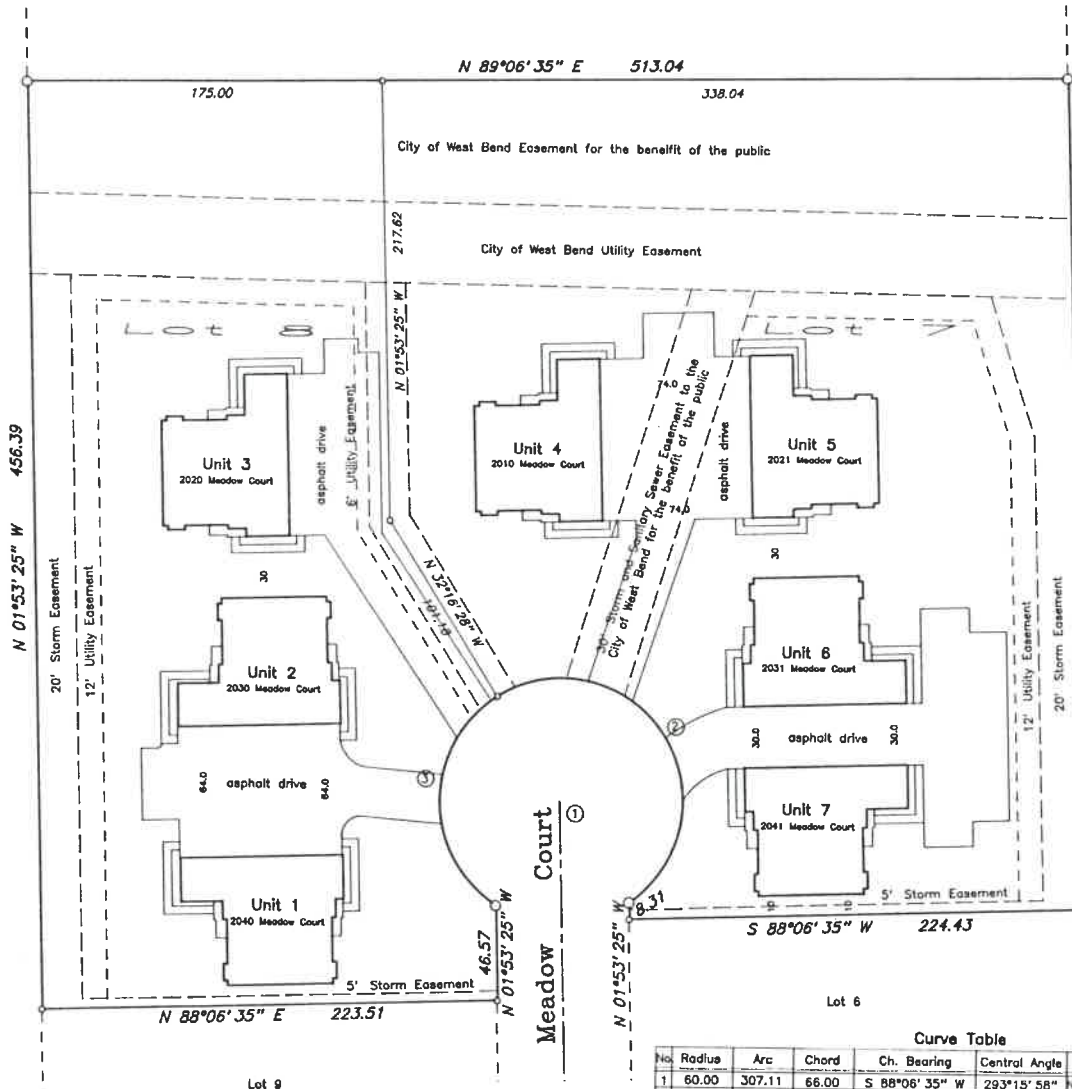
Ronald A. Weis
Citizens/Weis Corporation
3018 E. Progress Dr. Suite 2
West Bend, WI 53095



Bearings are referenced to the Wisconsin Coordinate Grid System, South Zone.

0 25 50 100 150

Scale of Plat in feet
1" = 50'
(on original)



No.	Radius	Arc	Chord	Ch. Bearing	Central Angle	Tan. Bearing	Tan. Bearing
1	60.00	307.11	66.00	S 88°06' 35" W	293°15' 58"	N 54°44' 34" E	S 58°31' 24" E
2	60.00	185.38	119.98	N 33°46' 13" W	177°01' 34"	N 54°44' 34" E	S 57°43' 00" W
3	60.00	121.73	101.90	S 00°24' 12" E	116°14' 24"	S 57°43' 00" W	S 58°31' 24" E

DOCUMENT NO.

826247

RECORDED
MAY 26, 1999 AT 04:00PM

DOROTHY C. SONNERING
REGISTER OF DEEDS

WASHINGTON COUNTY, WI

FEE AMOUNT \$20.00

20-6

Return to:
BECK LAW OFFICE, S.C.
57 S. Main Street
P.O. Box 270455
Hartford, WI 53027

Tax Parcel No. _____

**DECLARATION OF AMENDMENT NO. 1 AND SEPARATION OF UNITS
PARADISE MEADOWS, A CONDOMINIUM**

WHEREAS, the Declaration of Paradise Meadows, A Condominium (the "Declaration") was recorded on December 8, 1995 in the Washington County Register of Deeds in Volume 1554 of Records beginning on Page 578 as Document Number 706014; and

WHEREAS, concurrent with the recording of the Declaration, on December 8, 1995, a condominium plat entitled "Paradise Meadows, A Condominium" (the "Plat") was also filed for record, being Washington County Condominium Plat Number 226, Document Number 706013; and

WHEREAS, said Declaration and Plat created seven (7) units, each one being a free standing building containing five (5) residential apartments; and

WHEREAS, the Declaration, in Section 14.01, reserved to the Declarant, its successors and assigns, the right to separate a unit into not more than five (5) individual dwelling units, without the consent of the other unit owners or their mortgagees, pursuant to Section 703.13(7) of the Wisconsin Statutes; and

WHEREAS, the principal officer of the Association, Nicholas J. Mueller, is required to execute an amendment of separation at the request of a unit owner, after notice to all other unit owners, pursuant to Section 703.13(7)(b) of the Wisconsin Statutes; and

WHEREAS, notice was given to all unit owners on March 22, 1999 of the proposed separation of units; and

WHEREAS, Steve M. Kearns, also known as Steven M. Kearns (herein, "Mr. Kearns"), is the present owner of and successor in title to the Declarant to the following described Units:

Units Four (4) and Seven (7) in PARADISE MEADOWS, A CONDOMINIUM, declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Paradise Meadows, a Condominium recorded on December 8, 1995 in Volume 1554 of Records on Pages 578 to 598 inclusive, as Documents No. 706014 of the Washington County Registry, together with said Unit's appurtenant undivided interest in and to the common elements and facilities of the condominium, in the percentage specified and established in the Declaration, along with exclusive use and right of easement in the limited common elements and facilities appurtenant to said Unit, and other common uses and rights appurtenant to said Unit, all as set forth in the Declaration, in Condominium Plat No. 226, as recorded in said Register's office on December 8, 1995, as Documents No. 706013, and in Chapter 703 of the Wisconsin Statutes as amended. The condominium is located on real estate described in said Declaration.

and

WHEREAS, Mr. Kearns desires to separate each unit to create individual residential units; and

WHEREAS, concurrent with the filing of the Declaration of Amendment and Separation of Units, Mr. Kearns has caused to be filed a plat and plan showing the boundaries and dimensions of the new units together with their other boundaries as required by Section 703.13(7)(c) of the Wisconsin Statutes;

NOW, THEREFORE, it is hereby Declared by the President of the Association and by Mr. Kearns that the Declaration of Paradise Meadows, A Condominium be amended as follows:

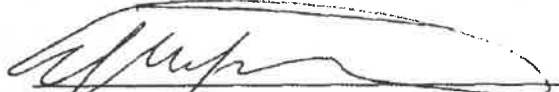
1. Section 3.01 of the Declaration is repealed and recreated as follows:
Section 3.01 - Number of Units. The condominium shall have a total of fifteen units. Additional units may be separated from the initial units by the Declarant, its successors or assigns in accordance with Article XIV of this Declaration.
2. Section 3.02 of the Declaration is repealed and recreated as follows:
Section 3.02 - Unit Defined.
 - (1) As to those units which have not been separated, a condominium unit is a building intended for individual ownership which contains five apartments and affiliated attached garages. Each such unit has outer boundaries formed by and including exterior finish materials, i.e. siding, veneer or roof shingles of perimeter structures, including the foundation. Each unit includes the windows, window frames, entry doors, door frames, garage doors and each and every component of the structure. The boundaries of each unit will have the dimensions and relocated as shown on the condominium plat and amendments thereof pursuant to Section 1.05 of this Declaration.
 - (2) As to those units which have been separated, 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 and internal structural walls, floors and ceilings. Each unit includes its attached garage, the windows, window frames, entry door, door frames and unit fixtures and, in the case of units having more than one level, the stairwells providing access between levels. 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.

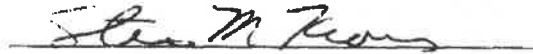
3. Section 4.02 of the Declaration is repealed and recreated as follows:
Section 4.02 - Percentage Interest. Each unit owner shall have an undivided interest in the common elements of the condominium, based on the number of dwelling units contained within the condominium unit. That is, units which have not been separated include an undivided 5/35ths interest in the common elements. Units which have been separated include an undivided 1/35ths interest in the common elements. Such interest in the common elements shall be held as a tenant in common with the other unit owners of the condominium, subject to change upon further separation of the units as provided in Article XIV of this Declaration. The percentage interest in the common elements attributable to each unit is set forth in Exhibit A to this Declaration of Amendment and Separation.
4. Section 5.01 of the Declaration is renamed Type II Limited Common Elements
5. Section 5.04 of the Declaration is created as follows:
Section 5.04 - Type I Limited Common Elements. Certain common elements which are contiguous to a building or which otherwise relate to the use and occupancy of the building shall be known as Type-I limited common elements and shall be reserved for the exclusive use and benefit of the occupants of the building. They include, without limitation, the following:
 - (1) those common elements, if any, identified as Type-II 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, or from the point of separation to each building (as the case may be), to the service board or service connection in the building;
 - (3) the building roof, exterior surfaces and other building components subject to periodic maintenance, repair or replacement together with the structural components of the building containing the individual dwelling units;
 - (4) sidewalks leading from the building to public ways or condominium common walkways or driveways;
 - (5) shrubbery and other landscaping improvements which are adjacent to a building;

- (6) such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a building.

IN WITNESS WHEREOF, we have set our hands this 20th day of April, 1999.



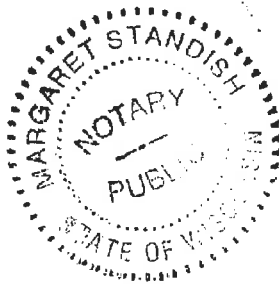
Nicholas J. Mueller, President
Paradise Meadows Condominium
Owners' Association



Steve M. Kearns, Separator

STATE OF WISCONSIN)
) §
WASHINGTON COUNTY)

Personally came before me this 20th day of April, 1999 the above named Nicholas J. Mueller and Steve M. Kearns, to me known to be the persons who executed this document and acknowledged the same.




Notary Public, Washington County, WI
My Commission # 11/7/99

Drafted by:

Atty. Joan R. Beck
Beck Law Office, S.C.
P.O. Box 270455
Hartford, WI 53027

EXHIBIT A

Building #	Unit #	Address	Tax Key #	CE Interest
1	1	2040 Meadow Court	C13-05661-0001	5/35
2	2	2030 Meadow Court	C13-05661-0002	5/35
3	3	2020 Meadow Court	C13-05661-0003	5/35
4	4-1	2010 Meadow Court	C13-05660-0004-0001	1/35
4	4-2	2010 Meadow Court	C13-05660-0004-0002	1/35
4	4-3	2010 Meadow Court	C13-05660-0004-0003	1/35
4	4-4	2010 Meadow Court	C13-05660-0004-0004	1/35
4	4-5	2010 Meadow Court	C13-05660-0004-0005	1/35
5	5	2021 Meadow Court	C13-05660-0005	5/35
6	6	2031 Meadow Court	C13-05660-0006	5/35
7	7-1	2041 Meadow Court	C13-05660-0007-0001	1/35
7	7-2	2041 Meadow Court	C13-05660-0007-0002	1/35
7	7-3	2041 Meadow Court	C13-05660-0007-0003	1/35
7	7-4	2041 Meadow Court	C13-05660-0007-0004	1/35
7	7-5	2041 Meadow Court	C13-05660-0007-0005	1/35

CONSENT OF MORTGAGE HOLDER

Firststar Bank Wisconsin, Madison, Wisconsin, holder of the following mortgage from Steven M. Kearns, dated September 30, 1998 and Recorded in the office of the Washington County Register of Deeds on October 2, 1998, as Document No. 796605 hereby consents to the execution and recording of the Declaration of Amendment and Separation of Units Paradise Meadows, a Condominium, and hereby submits its mortgage described above to the foregoing Declaration of Amendment.

IN WITNESS WHEREOF, the said Firststar Bank Wisconsin, Madison, Wisconsin, has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at Sheboygan, Wisconsin this 8th day of April, 1999.

FIRSTAR BANK WISCONSIN

BY: Mary A. Dwyer
Mary A. Dwyer
BY: Brian J. Obbink
Brian J. Obbink

STATE OF WISCONSIN)
: SS.
SHEBOYGAN COUNTY)

Personally came before me this 8th day of April 1999, the above named Mary A. Dwyer and Brian J. Obbink, Vice President (office) and Vice President (office), 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.

Lisa A. Welsch

Notary Public, Sheboygan County, Wis.
My Commission expires 2-11-2001



826246

FILED

MAY 26, 1999 AT 94,18027

DOROTHY E. SPENGLER
REGISTERED PLATTE

WASHINGTON COUNTY, WI

FEE INCL. 150.00

N 01°53'25" W 456.39

20' Storm Easement

12' Utility Easement

Building 1
2040 Meadow Court

asphalt drive

Building 2
2030 Meadow CourtBuilding 3
2020 Meadow Court

asphalt drive

City of West Bend Utility Easement

277.62

N 89°06'35" E 513.04

175.00 338.04

City of West Bend Easement for the benefit of the public

Building 4
2010 Meadow Court

asphalt drive

City of West Bend Sewer Easement to the benefit of the public

asphalt drive

Building 5
2021 Meadow Court

asphalt drive

Building 6
2031 Meadow Court

asphalt drive

Building 7
2041 Meadow Court

asphalt drive

5' Storm Easement

224.43

S 88°06'35" W

N 01°53'25" W

46.57

N 88°06'35" E 223.51

Meadow Court

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Lot 10

Lot 11

Lot 12

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Lot 318

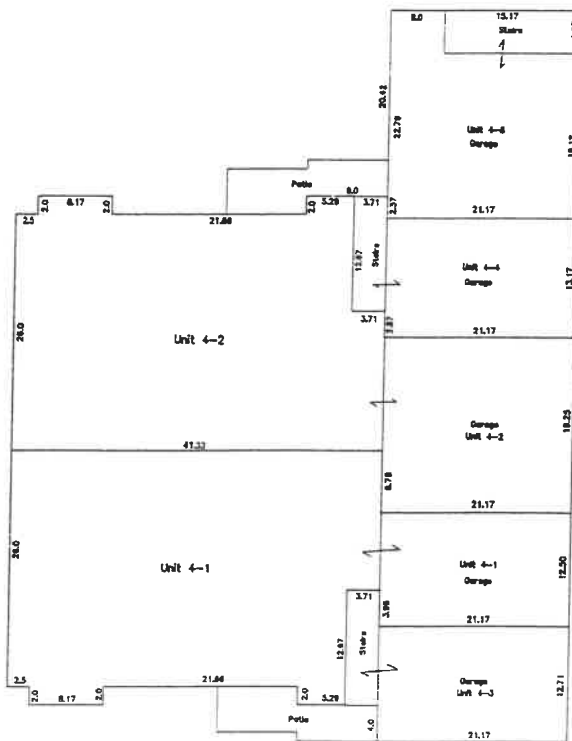
Lot 319

Lot 320

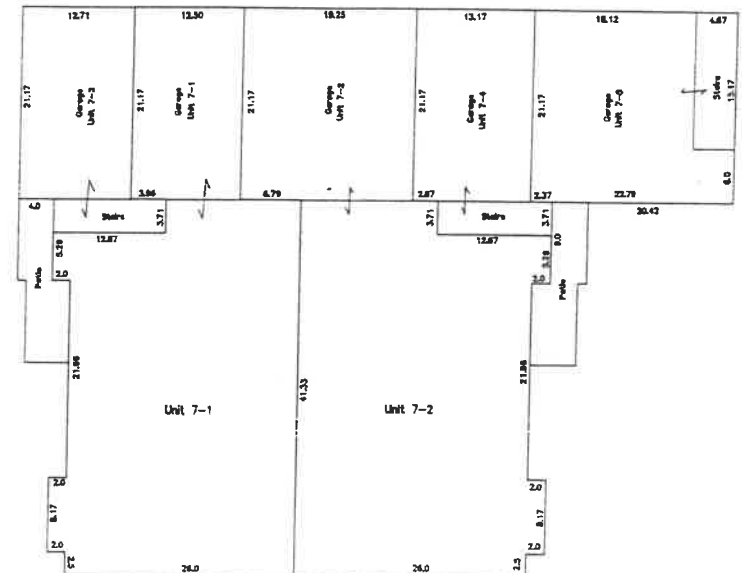
"Endemicus" Plant #336

Addendum No. 1
to the Plat of
Paradise Meadows
A Condominium

Exterior dimensions shown; must be adjusted for interior dimensions.



First Floor
Unit 4
Scale 1" = 10'



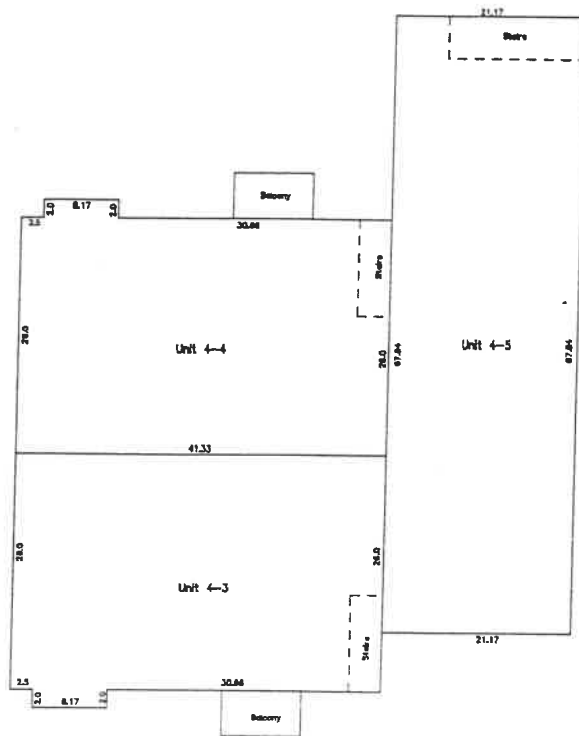
First Floor
Unit 7
Scale 1" = 10'

Condominium Plat #336

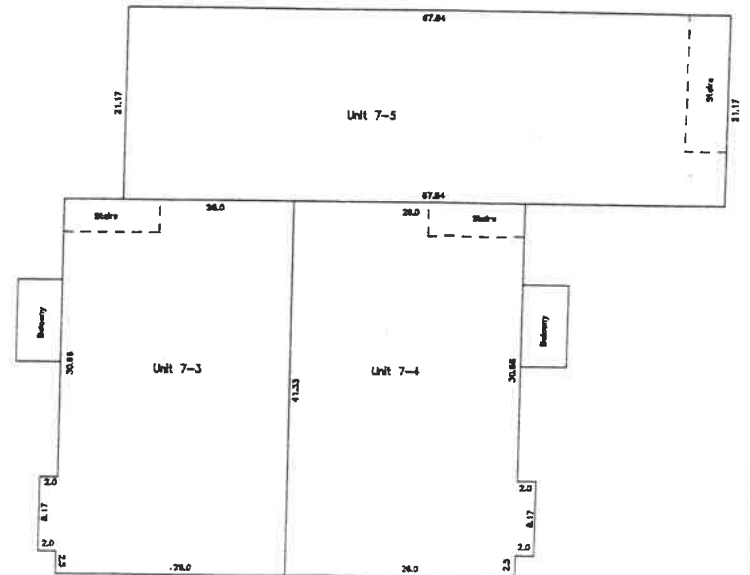
Addendum No. 1 to the Plat of Paradise Meadows A Condominium

Sheet 3 of 3

Exterior dimensions shown must be adjusted for interior dimensions.



Second Floor
Unit 4
Scale 1" = 10'



Second Floor
Unit 7
Scale 1" = 10'

706013

Condominium
Plat # 226

Paradise Meadows

A Condominium

Lots 7 and 8 of South Meadows Estates Subdivision, being a recorded subdivision in part of the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 25, Town: 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin.

Surveyor's Certificate:

I hereby certify that by the direction of Jim Emmar, I have surveyed and mapped the land shown and described hereon and that this is a true and correct representation of Paradise Meadows, a condominium, and that the identification and location of each unit and the common elements can be determined from this condominium plat.

Dated this 28th day of SEPTEMBER 1995.

Ronald A. Weiss
Ronald A. Weiss, S-1215



RECORDED
Dec 8 2 05 PM '95
Assy. & S.
REC'D
or WEST BEND
CLERK

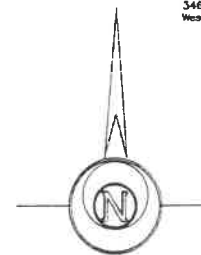
Surveyor
Ronald A. Weiss
CitizensWeiss Corporation
3018 E. Progress Dr. Suite 2
West Bend, WI 53095

Declarant
GEM Development, LLC
3464 S. Townline Rd.
West Bend, WI 53095

Bearings are referenced to the Wisconsin
Coordinate Grid System, South Zone.

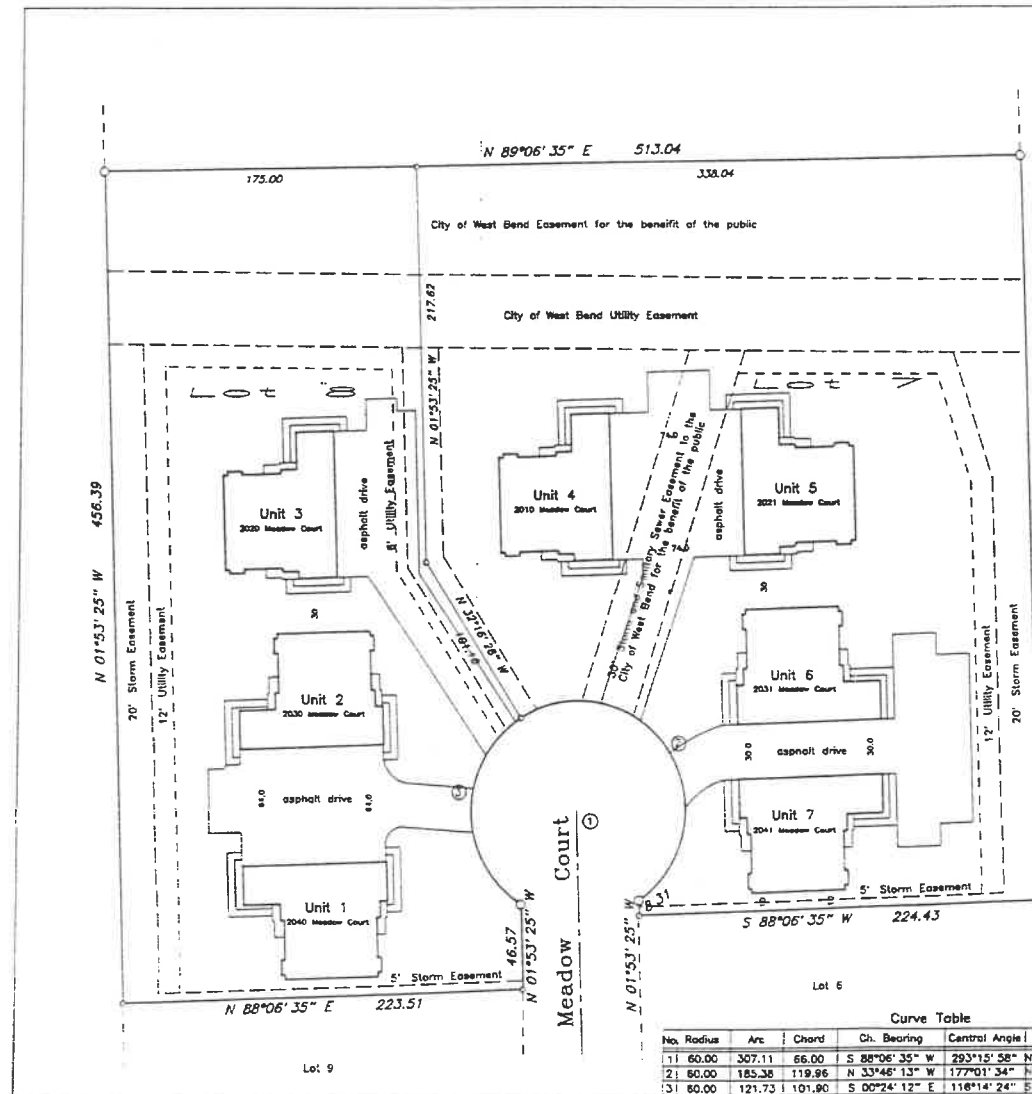
0 25 50 100 150

Scale of Plot in feet
1" = 50'
(on original)



Curve Table

No.	Radius	Arc	Chord	Ch. Bearing	Central Angle	Tan. Bearing	Tan. Bearing
1	60.00	307.11	66.00	S 88°06' 35" W	293°15' 58"	N 54°44' 34" E	S 58°31' 24" E
2	60.00	185.38	119.96	N 33°46' 13" W	177°01' 34"	N 54°44' 34" E	E 57°43' 00" W
3	60.00	121.73	101.90	S 00°24' 12" E	116°14' 24"	E 57°43' 00" W	S 58°31' 24" E



DOC#: 933011



DOCUMENT NO.

Recorded
MAY 17, 2002 AT 08:45AM
DOROTHY C. BONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$19.00

Return to:

195
Abstract & Title
410 Hawthorn Dr
West Bend, WI 53095

Tax Parcel No.

**DECLARATION OF AMENDMENT AND SEPARATION OF UNITS
PARADISE MEADOWS, A CONDOMINIUM**

WHEREAS, the Declaration of Paradise Meadows, A Condominium (the "Declaration") was recorded on December 8, 1995 in the Washington County Register of Deeds in Volume 1554 of records beginning on Page 578 as Document No. 706014; and

WHEREAS, concurrent the recording of the Declaration on December 8, 1995, a condominium plat entitled "Paradise Meadows, A Condominium" (the "Plat") was also filed for record, being Washington County Condominium Plat Number 226, Document No. 706013; and

WHEREAS, the Declaration and Plat created seven (7) units, each one being a free standing building containing five (5) residential apartments; and

WHEREAS, a Declaration of Amendment No. 1 And Separation of Units, Paradise Meadows, A Condominium, was recorded on May 26, 1999, in the Washington County Register of Deeds as Document No. 826247;

WHEREAS, The Declaration, in Section 14.01, reserved to the Declarant, its successors and assigns, the right to separate a unit into not more than five (5) individual dwelling units, without the consent of the other unit owners or their mortgagees, pursuant to Section 703.13(7) of the Wisconsin Statutes; and

WHEREAS, the principal officer of the Association, James M. Enmer is required to execute an amendment of separation at the request of the unit owner, after notice to all other unit owners, pursuant to Section 703.13(7)(b) of the Wisconsin Statutes; and

WHEREAS, notice was given to all unit owners on March 11, 2002, of the proposed separation of units; and

WHEREAS, Steven G. and Helen A. Peters (herein "Mr. & Mrs. Peters"), is the present owner of and successor in title to the Declarant to the following described Unit:

Unit Two (2) in PARADISE MEADOWS, A CONDOMINIUM, declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Paradise Meadows, A Condominium recorded on December 8, 1995 in Volume 1554 of Records on Pages 578 to 598 inclusive, as Document No. 706014 of the Washington County Registry, and as amended by Declaration of Amendment No. 1 and Separation of Units Paradise Meadows, A Condominium recorded on May 26, 1999 as Document No. 826247, together with said Units' appurtenant undivided interest in and to the common elements and facilities of the condominium, in the percentage specified and established in the Declaration, along with exclusive use and right of easement in the limited common elements and facilities appurtenant to said Unit, and other common uses and rights appurtenant to said Unit, all as set forth in the Declaration, in Condominium Plat No. 226, as recorded in said Register's Office on December 8, 1995, as Document No. 706013, and as amended by Condominium Plat No. 336, as recorded on May 26, 1999, as Document No. 826246 and in Chapter 703 of the Wisconsin Statutes as amended. The condominium is located on real estate described in said Declaration.

Known as 2030 South Meadow Court, West Bend, WI 53095.

and

WHEREAS, Mr. & Mrs. Peters desires to separate each unit to create individual residential units; and

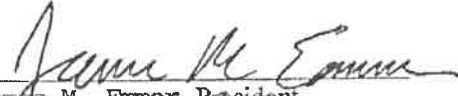
WHEREAS, concurrent with the filing of the Declaration of Amendment and Separation of Units, Mr. Peters has caused to be filed a plat and plan showing the boundaries and dimensions of the new units together with their other boundaries as required by Section 703.13(7)(c) of the Wisconsin Statutes;

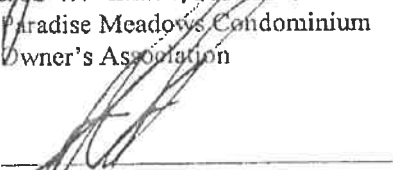
NOW, THEREFORE, it is hereby declared by the President of the Association and by Mr. & Mrs. Peters that the Declaration of Paradise Meadows, A Condominium be amended as follows:

1. Section 3.01 of the Declaration is repealed and recreated as follows:

Section 3.01 - Number of Units. The condominium shall have a total of nineteen units. Additional units may be separated from the initial units by the Declarant, its successors or assigns in accordance with Article XIV of this Declaration.

IN WITNESS WHEREOF, we have set our hands this 16th day of May, 2002.


James M. Emmer, President
Paradise Meadows Condominium
Owner's Association


Steven G. Peters, Separator


Helen A. Peters, Separator

Drafted by
James M. Emmer

STATE OF WISCONSIN

WASHINGTON COUNTY

PERSONALLY CAME BEFORE THIS 16TH DAY OF MAY, 2002, THE ABOVE NAMED
JAMES M. EMMER AND STEVEN G. PETERS AND HELEN A. PETERS, RESPECTIVELY
TO ME KNOWN TO BE SUCH PERSONS AND OFFICERS WHO EXECUTED THE SAME.


JOHN C. REHMAN
NOTARY PUBLIC, STATE OF WISCONSIN
WASHINGTON COUNTY
MY COMMISSION EXPIRES 2/27/02

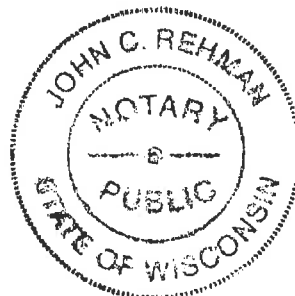


EXHIBIT A

Unit #	Address	Tax Key #	CE Interest
2-1	2030 South Meadow Court #1	C13-05660-0002	1/35
2-2	2030 South Meadow Court #2		1/35
2-3	2030 South Meadow Court #3		1/35
2-4	2030 South Meadow Court #4		1/35
2-5	2030 South Meadow Court #5		1/35

CONSENT OF MORTGAGE HOLDER

Horicon State Bank, holder of the following mortgage from Steven G. Peters and Helen A. Peters dated January 31, 2002 and recorded in the Office of the Washington County Register of Deeds on February 8, 2002 as Document No. 920949, hereby consents to the execution and recording of Declaration of Amendment and Separation of Units, Paradise Meadows, a Condominium, and hereby submits the mortgage described above to the foregoing Amendment.

IN WITNESS WHEREOF, the said Horicon State Bank has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed this 17th day of April, 2002.

By: Robert O. Meyer V.P.
Robert O Meyer

By: Sandra Sawyer AUP
Sandra J Sawyer

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally came before this 17 day of April, 2002, the above named Robert O Meyer V.P. and Sandra Sawyer AUP, 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.

Amy Stew
Notary Public, Washington Co., Wis.
My Commission expires: 7-18-04

Document
Number

Declaration of Amendment No. 3
Paradise Meadows, A Condominium
Title of Document

DOC#: 1041156



Recorded
MAR. 26, 2004 AT 08:30AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$43.00

Recording Area

Name and Return Address

43-17
Emmer Real Estate Group
4508 Doller Dr.
West Bend, WI 53095

Parcel Identification Number (PIN)

**DECLARATION OF AMENDMENT NO. 3
PARADISE MEADOWS, A CONDOMINIUM**

WHEREAS, the Declaration of Paradise Meadows, A Condominium (the "Declaration") was recorded on December 8, 1995 in the Washington County Register of Deeds in Volume 1554 of records beginning on Page 578 as Document No. 706014; and

WHEREAS, concurrent with the recording of the Declaration on December 8, 1995, a condominium plat entitled "Paradise Meadows, A Condominium" (the "Plat") was also filed for record, being Washington County Condominium Plat Number 226, Document No. 706013; and

WHEREAS, the Declaration and Plat created seven (7) units, each one being a free standing building containing five (5) residential apartments; and

WHEREAS, a Declaration of Amendment No. 1 And Separation of Units, Paradise Meadows, A Condominium, was recorded on May 26, 1999, in the Washington County Register of Deeds as Document No. 826247; and

✓ **WHEREAS**, a Declaration of Amendment and Separation of Units, Paradise Meadows, A Condominium, was recorded on May 17, 2002, in the Washington County Register of Deeds as Document No. 933011; and

WHEREAS, the Declaration, in Section 16.05 provides that the Declaration may be amended by the written consent of at least two-thirds (2/3) of the unit owners; and

WHEREAS, a list of unit owners and their respective units are set forth on Exhibit A attached hereto; and

WHEREAS, at least two-thirds (2/3) of the unit owners have consented to this Declaration of Amendment No. 3 by execution of a Consent of Unit Owner in the form attached hereto as Exhibit B, and each of such unit owners have obtained approval from the mortgagee of each such unit, if any, pursuant to a Consent of Mortgage Holder in the form attached hereto as Exhibit C; and such executed Consents of Unit Owners and Consents of Mortgage Holder have been delivered to the President of Paradise Woods Condominium Owner's Association and shall be recorded with this Declaration of Amendment.

NOW, THEREFORE, it is hereby declared by at least two-thirds (2/3) of the unit owners and the President of the Association that the Declaration of Paradise Meadows, A Condominium be amended as follows:

1. 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 electric, telephone, communication, gas, water, sanitary, sewer and other utility lines, laterals conduits or pipes, whether located in-ground or above ground and which are not owned by a public or private utility company, running from the utility or public easement to the point of separation for specific buildings;
- (3) the common driveways, parking areas and sidewalks;
- (4) the lawn and landscape areas and improvements;
- (5) all other parts of the condominium necessary or convenient for 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, either initially or upon separation, as Type-I or Type-II limited common elements under Article V of this Declaration as it may be amended from time to time.

2. Section 5.01 – Type II Limited Common Elements. Certain common elements which are contiguous to a specific unit within a building shall be known as Type-II 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 service board or service connection to and within each unit;
- (3) such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

Each owner of a unit within a building shall be responsible to maintain the Type II limited common elements associated with such unit in good order, condition and repair and in a clean, safe and sanitary condition.

3. Section 5.04 – Type I Limited Common Elements. Certain common elements which are contiguous to a building or which otherwise relate to the use and occupancy of the building shall be known as Type-I limited common elements and shall be reserved for the exclusive use and benefit of the occupants of that building. They include, without limitation, the following:

- (1) those common elements, if any, identified as Type-II 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, or from the point of separation to each building (as the case may be), to the service board or service connection in the building;
- (3) the building roof, exterior surfaces and other building components subject to periodic maintenance, repair or replacement together with the structural components of the building containing the individual dwelling units;
- (4) sidewalks leading from the building to public ways or condominium common walkways or driveways;
- (5) shrubbery and other landscaping improvements which are adjacent to a building;
- (6) such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a building.

As to those units which have not been separated, the owner of the unit shall be responsible to maintain the Type-I limited common elements associated with the unit in good order, condition and repair and in a clean, safe and sanitary condition.

As to those units which have been separated, the owners of the units within a building shall be responsible to maintain the Type-I limited common elements associated with such building in good order, condition and repair and in a clean, safe and sanitary condition. Each unit within the building shall be responsible for its pro-rata share of the costs and expenses associated with such repairs and maintenance.

4. Section 6.01 – Common Elements. The Association shall 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 may be charged in accordance with Section 7.04 of this Declaration. **The Association shall not be responsible for the management, control, maintenance, repair or replacement of any limited common elements, including Type-I and Type-II limited common elements.**

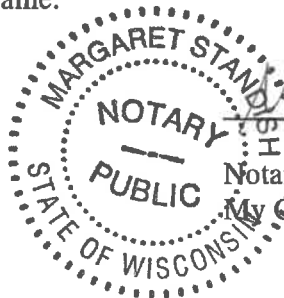
5. Section 16.05 – Amendment of Declaration. This Declaration may be amended with the written consent of unit owners owning at least two-thirds (2/3) of the percentage interests of all unit owners, provided; however, that no provision of this Declaration may be changed, modified or rescinded so as to 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.

IN WITNESS WHEREOF, I have set my hand this 22nd day of March, 2004.

SK
Steve Kearns, President
Paradise Meadows Condominium
Owner's Association

STATE OF WISCONSIN)
) SS.
Washington COUNTY)

Personally came before me this 22nd day of March, 2004, the above named Steve Kearns to me known to be such person who executed the same.

A circular notary seal for Margaret Standish, Notary Public, State of Wisconsin. The seal contains the text "MARGARET STANDISH", "NOTARY PUBLIC", and "STATE OF WISCONSIN".
Margaret Standish
Notary Public, Washington County, Wis.
My Commission: 11/24/07

Drafted by: Margaret Standish

EXHIBIT A

Building #	Unit #	Address	Tax Key #	Unit Owner	Percentage Interest
1	1	2040 Meadow Court	C13-05661-0001	Suburban Homes (Russell Scheffler)	5/35
-	2-1	2030 Meadow Court	C13-05661-0002-0001	Nicholas Gudex	1/35
	2-2	2030 Meadow Court	C13-05661-0002-0002	Doug Kananen	1/35
	2-3	2030 Meadow Court	C13-05661-0002-0003	June Day	1/35
	2-4	2030 Meadow Court	C13-05661-0002-0004	Michael Drewniak	1/35
	2-5	2030 Meadow Court	C13-05661-0002-0005	Laurie Hill	1/35
3	3	2020 Meadow Court	C13-05661-0003	Stellar Abodes	5/35
4	4-1	2010 Meadow Court	C13-05660-0004-0001	Steve Kearns	1/35
4	4-2	2010 Meadow Court	C13-05660-0004-0002	Steve Kearns	1/35
4	4-3	2010 Meadow Court	C13-05660-0004-0003	Steve Kearns	1/35
4	4-4	2010 Meadow Court	C13-05660-0004-0004	Steve Kearns	1/35
4	4-5	2010 Meadow Court	C13-05660-0004-0005	Eric Novotny	1/35
5	5	2021 Meadow Court	C13-05660-0005	Jim Emmer	5/35
6	6	2031 Meadow Court	C13-05660-0006	Jim Emmer	5/35
7	7-1	2041 Meadow Court	C13-05660-0007-0001	Steve Kearns	1/35
7	7-2	2041 Meadow Court	C13-05660-0007-0002	Steve Kearns	1/35
7	7-3	2041 Meadow Court	C13-05660-0007-0003	Steve Kearns	1/35
7	7-4	2041 Meadow Court	C13-05660-0007-0004	Ron Stoeckl	1/35
7	7-5	2041 Meadow Court	C13-05660-0007-0005	Steve Kearns	1/35

CONSENT OF UNIT OWNER

The undersigned, owner of Unit 1, Building 1 of Paradise Meadows, A Condominium, hereby consents to the execution and recording of Declaration of Amendment No. 3, Paradise Meadows, A Condominium, and hereby authorizes the President of the Paradise Meadows Condominium Owner's Association to execute and record the same on behalf of the undersigned and the Paradise Meadows Condominium Owner's Association.

Dated and executed at Waukegan, Wisconsin this 21st day of JAN, ²⁰⁰⁴2003.

SUBURBAN HOMES

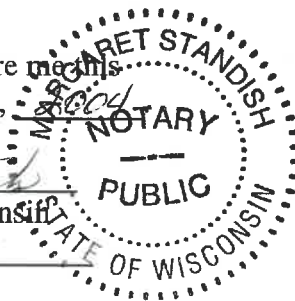
By: Russ Scheffler
Russell Scheffler

Subscribed and sworn to before me this

21st day of January, 2004

Margaret Standish
Notary Public, State of Wisconsin

My commission: 11/04/07



CONSENT OF UNIT OWNER

The undersigned, owner of Unit 2-3 of Paradise Meadows, A Condominium, hereby consents to the execution and recording of Declaration of Amendment No. 3, Paradise Meadows, A Condominium, and hereby authorizes the President of the Paradise Meadows Condominium Owner's Association to execute and record the same on behalf of the undersigned and the Paradise Meadows Condominium Owner's Association.

Dated and executed at West Bend, Wisconsin this 23rd day of December, 2003.

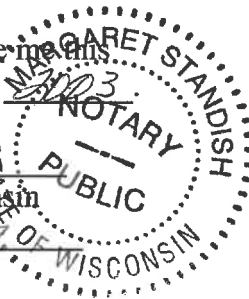
By: June Day
June Day

Subscribed and sworn to before me this

23rd day of December, 2003.

Margaret Standish
Notary Public, State of Wisconsin

My commission: 11/04/02 to 07/05/05



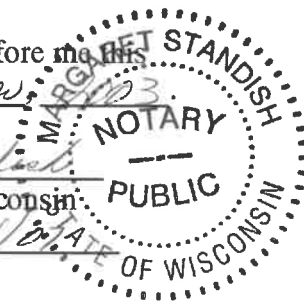
CONSENT OF UNIT OWNER

The undersigned, owner of Unit 4-1, Building 4 of Paradise Meadows, A Condominium, hereby consents to the execution and recording of Declaration of Amendment No. 3, Paradise Meadows, A Condominium, and hereby authorizes the President of the Paradise Meadows Condominium Owner's Association to execute and record the same on behalf of the undersigned and the Paradise Meadows Condominium Owner's Association.

Dated and executed at West Bend, Wisconsin this 23rd day of December, 2003.

By: [Signature]
Steve Kearns

Subscribed and sworn to before me this 23rd day of December, 2003.
Margaret Standish
Notary Public, State of Wisconsin
My commission: 1/24/2004



CONSENT OF UNIT OWNER

The undersigned, owner of Unit 4-2, Building 4 of Paradise Meadows, A Condominium, hereby consents to the execution and recording of Declaration of Amendment No. 3, Paradise Meadows, A Condominium, and hereby authorizes the President of the Paradise Meadows Condominium Owner's Association to execute and record the same on behalf of the undersigned and the Paradise Meadows Condominium Owner's Association.

Dated and executed at West Bend, Wisconsin this 23rd day of December, 2003.

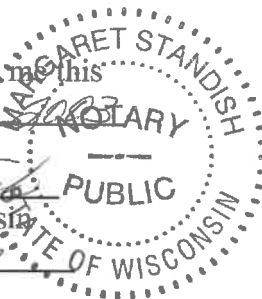
By: 
Steve Kearns

Subscribed and sworn to before me this

23rd day of December, 2003

Margaret Standish
Notary Public, State of Wisconsin

My commission: 11/04/07



CONSENT OF UNIT OWNER

The undersigned, owner of Unit 4-3, Building 4 of Paradise Meadows, A Condominium, hereby consents to the execution and recording of Declaration of Amendment No. 3, Paradise Meadows, A Condominium, and hereby authorizes the President of the Paradise Meadows Condominium Owner's Association to execute and record the same on behalf of the undersigned and the Paradise Meadows Condominium Owner's Association.

Dated and executed at West Bend, Wisconsin this 23rd day of December, 2003.

By: SB 70
Steve Kearns

Subscribed and sworn to before me this
23rd day of December, 2003.
Margaret Standish
Notary Public, State of Wisconsin.
My commission: 11/04/01



CONSENT OF UNIT OWNER

The undersigned, owner of Unit 4-4, Building 4 of Paradise Meadows, A Condominium, hereby consents to the execution and recording of Declaration of Amendment No. 3, Paradise Meadows, A Condominium, and hereby authorizes the President of the Paradise Meadows Condominium Owner's Association to execute and record the same on behalf of the undersigned and the Paradise Meadows Condominium Owner's Association.

Dated and executed at West Bend, Wisconsin this 23rd day of December, 2003.

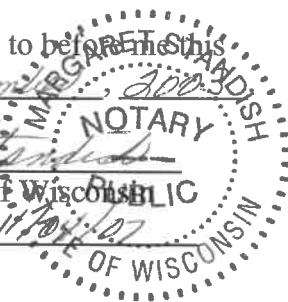
By: _____

Steve Kearns

Subscribed and sworn to before me this 23rd day of December, 2003.

Margaret Standaert
Notary Public, State of Wisconsin

My commission: 11/20/02



CONSENT OF UNIT OWNER

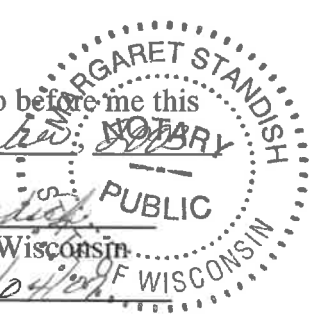
The undersigned, owner of Unit 5, Building 5 of Paradise Meadows, A Condominium, hereby consents to the execution and recording of Declaration of Amendment No. 3, Paradise Meadows, A Condominium, and hereby authorizes the President of the Paradise Meadows Condominium Owner's Association to execute and record the same on behalf of the undersigned and the Paradise Meadows Condominium Owner's Association.

Dated and executed at Waukegan, Wisconsin this 23rd day of December, 2003.

By: _____


Jim Emmer

Subscribed and sworn to before me this 23rd day of December, 2003.


Margaret Standish
Notary Public, State of Wisconsin

My commission: 11/24/2003

CONSENT OF UNIT OWNER

The undersigned, owner of Unit 6, Building 6 of Paradise Meadows, A Condominium, hereby consents to the execution and recording of Declaration of Amendment No. 3, Paradise Meadows, A Condominium, and hereby authorizes the President of the Paradise Meadows Condominium Owner's Association to execute and record the same on behalf of the undersigned and the Paradise Meadows Condominium Owner's Association.

Dated and executed at West Bend, Wisconsin this 23rd day of December, 2003.

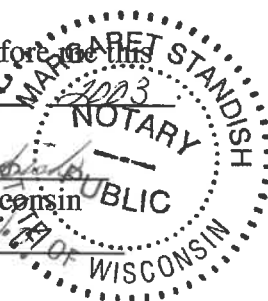
By: _____

Jim Emmer
Jim Emmer

Subscribed and sworn to before me this 23rd day of December, 2003.

Margaret Standish
Notary Public, State of Wisconsin

My commission: 11/04/00



CONSENT OF UNIT OWNER

The undersigned, owner of Unit 7-1, Building 7 of Paradise Meadows, A Condominium, hereby consents to the execution and recording of Declaration of Amendment No. 3, Paradise Meadows, A Condominium, and hereby authorizes the President of the Paradise Meadows Condominium Owner's Association to execute and record the same on behalf of the undersigned and the Paradise Meadows Condominium Owner's Association.

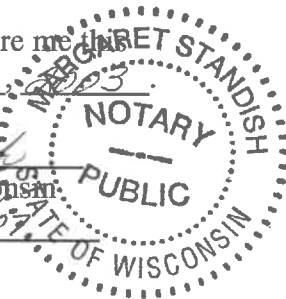
Dated and executed at West Bend, Wisconsin this 23rd day of December, 2003.

By: SEK
Steve Kearns

Subscribed and sworn to before me this 23rd day of December, 2003.

Margaret Standish
Notary Public, State of Wisconsin

My commission: 11/04/07



CONSENT OF UNIT OWNER

The undersigned, owner of Unit 7-2, Building 7 of Paradise Meadows, A Condominium, hereby consents to the execution and recording of Declaration of Amendment No. 3, Paradise Meadows, A Condominium, and hereby authorizes the President of the Paradise Meadows Condominium Owner's Association to execute and record the same on behalf of the undersigned and the Paradise Meadows Condominium Owner's Association.

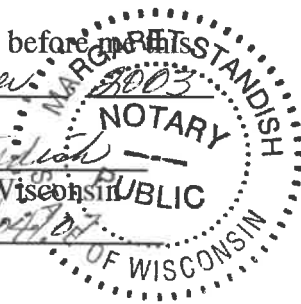
Dated and executed at West Bend, Wisconsin this 23rd day of December, 2003.

By: SBZ
Steve Kearns

Subscribed and sworn to before me this 23rd day of December, 2003.

Margaret Standish
Notary Public, State of Wisconsin

My commission: 11/04/03



CONSENT OF UNIT OWNER

The undersigned, owner of Unit 7-3, Building 7 of Paradise Meadows, A Condominium, hereby consents to the execution and recording of Declaration of Amendment No. 3, Paradise Meadows, A Condominium, and hereby authorizes the President of the Paradise Meadows Condominium Owner's Association to execute and record the same on behalf of the undersigned and the Paradise Meadows Condominium Owner's Association.

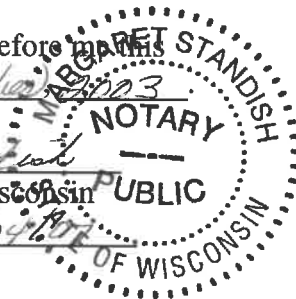
Dated and executed at West Bend, Wisconsin this 23rd day of December, 2003.

By: Steve Kearns
Steve Kearns

Subscribed and sworn to before me on this 23rd day of December, 2003.

Margaret Standish
Notary Public, State of Wisconsin

My commission: 11/09/02



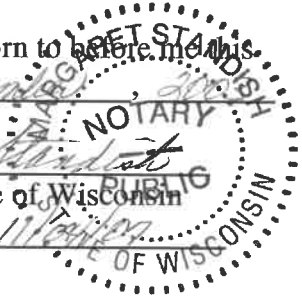
CONSENT OF UNIT OWNER

The undersigned, owner of Unit 7-5, Building 7 of Paradise Meadows, A Condominium, hereby consents to the execution and recording of Declaration of Amendment No. 3, Paradise Meadows, A Condominium, and hereby authorizes the President of the Paradise Meadows Condominium Owner's Association to execute and record the same on behalf of the undersigned and the Paradise Meadows Condominium Owner's Association.

Dated and executed at West Bend, Wisconsin this 23rd day of December, 2003.

By: Steve Kearns
Steve Kearns

Subscribed and sworn to before me this
23rd day of December, 2003.
Margaret Staudt
Notary Public, State of Wisconsin
My commission: 11/20/02



706013

Condominium
Plot # 226

Paradise Meadows A Condominium

Lots 7 and 8 of South Meadows Estates Subdivision, being a recorded subdivision in part of the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 25, Town 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin.

Surveyor's Certificate:

I hereby certify that by the direction of Jim Enmer, I have surveyed and mapped the land shown and described hereon and that this is a true and correct representation of Paradise Meadows, a condominium, and that the identification and location of each unit and the common elements can be determined from this condominium plot.

Dated this 28th day of SEPTEMBER 1985.

Ronald A. Weis
Ronald A. Weis, S-1215



RECORDED

Dec 11 2 50 PM '85
RECORDS
OF WISCONSIN

Declarant

GEM Development, LLC
3464 S. Townline Rd.
West Bend, WI 53095

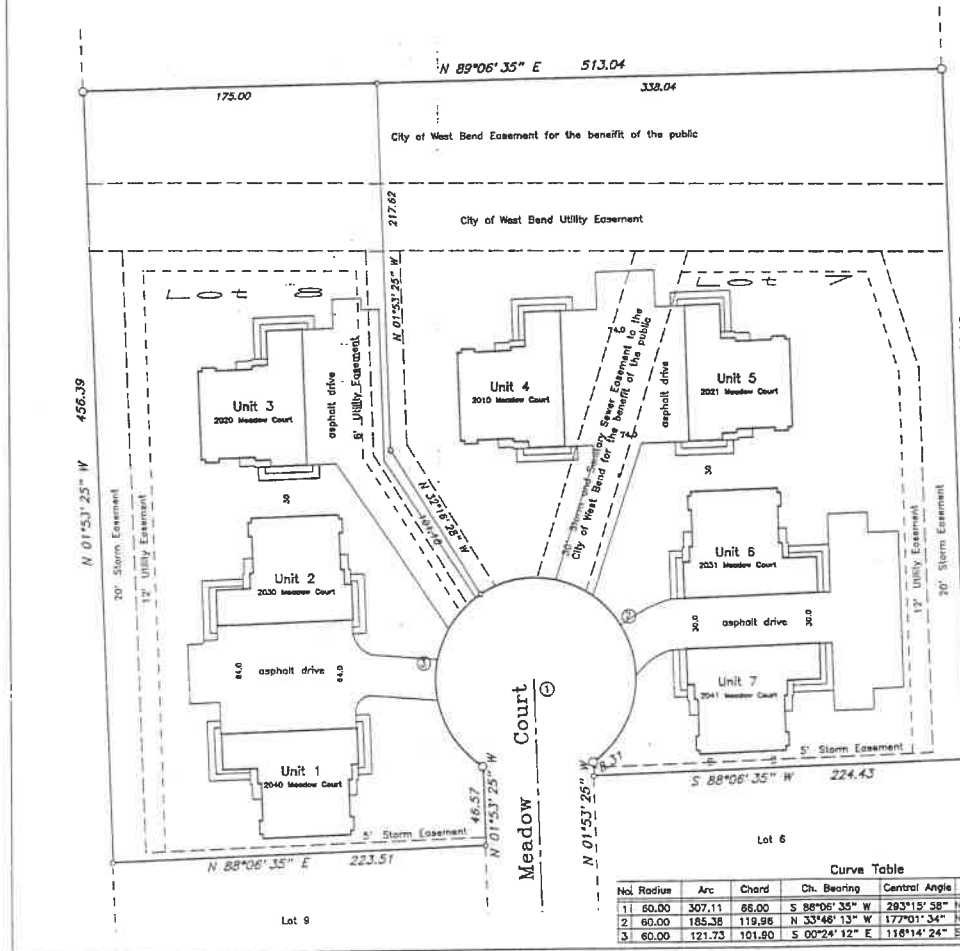
Surveyor

Ronald A. Weis
Citizens/Weis Corporation
3018 E. Progress Dr., Suite 2
West Bend, WI 53095

Bearings are referenced to the Wisconsin
Coordinate Grid System, South Zone.

0 25 50 100 150

Scale of Plot in feet
1" = 50'
(on original)



Lot 6

Curve Table

No.	Radius	Arc	Chord	Ch. Bearing	Central Angle	Tan. Bearing	Tan. Bearing
1	60.00	307.11	86.00	S 88°06'35" W	293°15'58"	N 54°44'34" E	S 58°31'24" W
2	60.00	185.38	119.98	N 33°48'13" W	177°01'34"	N 54°44'34" E	S 57°43'00" W
3	60.00	121.73	101.80	S 00°24'12" E	118°14'24"	S 57°43'00" W	S 58°31'24" W

No.	Radius	Arc	Chord	Ch. Bearing	Central Angle	Tan. Bearing	Tan. Bearing
1	60.00	307.11	86.00	S 88°06' 35" W	293°15' 58"	S 54°44' 34"	S 58°31' 24"
2	80.00	185.38	119.96	N 33°48' 13" W	177°01' 34"	S 54°44' 34"	S 57°43' 00"
3	80.00	121.73	101.90	S 00°24' 12" E	116°14' 24"	S 57°43' 00"	S 58°31' 24"

First Floor
Unit 4

Scale 1" = 10'

The diagram shows the first floor of Unit 4, which is divided into five units: Unit 4-1, Unit 4-2, Unit 4-3, Unit 4-4, and Unit 4-5. Each unit is labeled with its name and a number. Dimensions are provided for each unit and the common areas. The layout includes a central corridor with stairs and a parking area. The units are arranged in a row, with Unit 4-1 on the left, followed by Unit 4-2, Unit 4-3, Unit 4-4, and Unit 4-5 on the right. The dimensions for each unit are: Unit 4-1 (21.86' x 24.0'), Unit 4-2 (21.86' x 24.0'), Unit 4-3 (21.17' x 12.25'), Unit 4-4 (21.17' x 12.25'), and Unit 4-5 (21.17' x 12.25'). The common areas include a central corridor (12.67' x 3.71'), a parking area (12.67' x 3.71'), and a staircase (12.67' x 3.71'). The overall dimensions of the first floor are 21.86' by 24.0'.

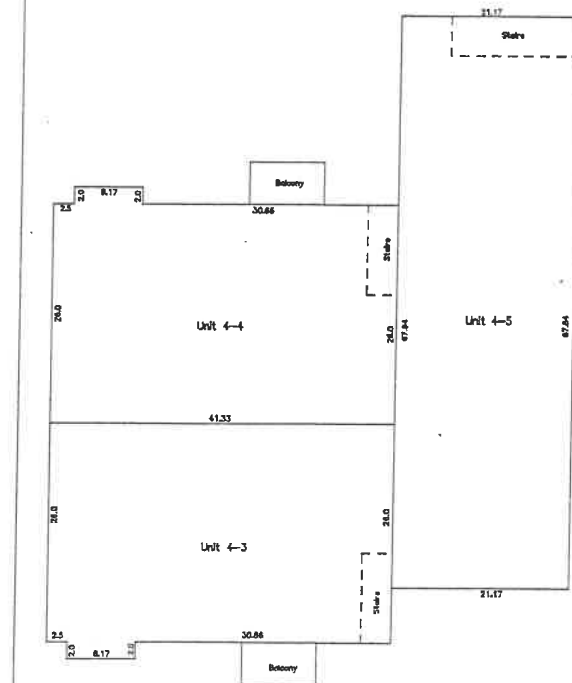
First Floor
Unit 4
Boys 12 to 18'



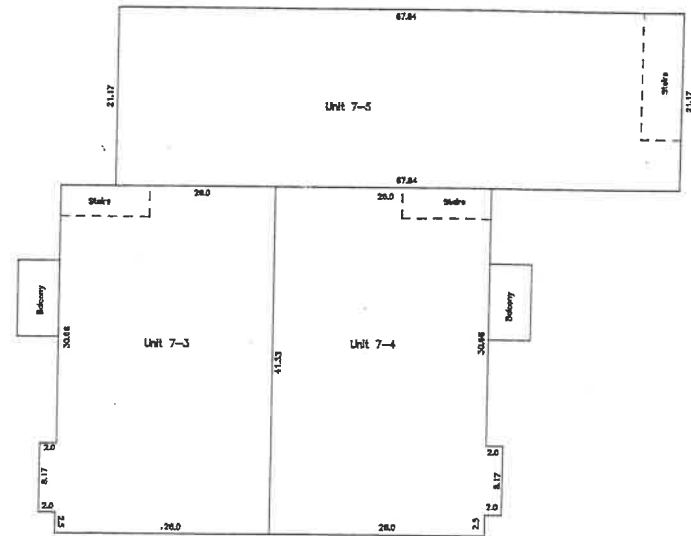
Condominium Plat #3316

Addendum No. 1 to the Plat of Paradise Meadows A Condominium

Exterior dimensions shown; must be adjusted for interior dimensions.



Second Floor
Unit 4
Scale 1" = 10'



Second Floor
Unit 7
Scale 1" = 10'

DOC# 1174472



Document No.

Recorded

OCT. 19, 2007 AT 02:15PM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Return to:

Fee Amount: \$21.00

Atty. Jack A. Enea
Schloemer, Alderson, Spella,
Muehlbauer & Enea, S.C.
P. O. Box 176
West Bend WI 53095-0176

**DECLARATION OF AMENDMENT NO. 4
AND SEPARATION OF UNITS
PARADISE MEADOWS, A CONDOMINIUM**

21-6

WHEREAS, the Declaration of Paradise Meadows, a Condominium (the "Declaration") was recorded on December 8, 1995, in the office of the Washington County Register of Deeds in Volume 1554 or records beginning on page 578 as Document No. 706014; and

WHEREAS, concurrent with the recording of the Declaration on December 8, 1995, a condominium plat entitled "Paradise Meadows, a Condominium" (the "Plat") was also filed for record being Washington County Condominium Plat Number 226, Document No. 706013; and

WHEREAS, The Declaration and Plat created seven (7) units, each one being a free standing building containing five (5) residential apartments; and

WHEREAS, a Declaration of Amendment No. 1 and Separation of Units, Paradise Meadows, A Condominium, was recorded on May 26, 1999, in the office of the Washington County Register of Deeds as Document No. 826247; and

WHEREAS, a Declaration of Amendment and Separation of Units, Paradise Meadows, A Condominium, was recorded on May 17, 2002, in the office of the Washington County Register of Deeds as Document No. 933011; and

WHEREAS, a Declaration of Amendment No. 3, Paradise Meadows, A Condominium, was recorded on March 26, 2004, in the office of the Washington County Register of Deeds as Document No. 1041156; and

WHEREAS, the Declaration, in Section 14.01 reserved to the Declarant, its successors and assigns, the right to separate a unit into not more than five (5) individual dwelling units, without the

consent of the other owners or their mortgagees, pursuant to Section 703.13(7) of the Wisconsin Statutes; and

WHEREAS, the principal officer of the Association Jim Emmer, is required to execute an amendment of separation at the request of the unit owner, after notice to all other unit owners, pursuant to Section 703.13(7) of the Wisconsin Statutes; and

WHEREAS, notice was given to all unit owners on Sept. 19, 2007, of the proposed separation of units; and

WHEREAS, Excalibur Investments, LLC (herein "Excalibur") is the present owner of and successor in title to the Declarant to the following described Unit:

Unit Three (3) in PARADISE MEADOWS, A Condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Paradise Meadows, A Condominium recorded on December 8, 1995 in Volume 1554 of Records on pages 578 to 598 inclusive, as Document No. 706014 of the Washington County Registry, and as amended by Declaration of Amendment No. 1 and Separation of Units Paradise Meadows, A Condominium recorded on May 26, 1999 as Document No. 826247, and as amended by Declaration of Amendment and Separation of Units, Paradise Meadows, A Condominium, dated May 16, 2002, and recorded in said Register's Office on May 17, 2002, as Document No. 933011, together with said Unit's appurtenant undivided interest in and to the common elements and facilities of the condominium, in the percentage specified and established in the Declaration, along with exclusive use and right of easement in the limited common elements and facilities appurtenant to said Unit, and other common uses and rights appurtenant to said Unit, all as set forth in the Declaration of Condominium, in Condominium Plat No. 226, as recorded in said Register's office on December 8, 1995, as Document No. 706013, and as amended by Condominium Plat No. 336, as recorded on May 26, 1999, as Document No. 826246, and as amended by Condominium Plat No. 450, as recorded on May 17, 2002, as Document No. 933010 and in Chapter 703 of the Wisconsin Statutes, as amended. The condominium is located on real estate described in said Declaration.

Property Address: 2020 Meadow Court

and

WHEREAS, Excalibur desires to separate the unit and create individual residential units; and

WHEREAS, concurrent with the filing of the Declaration of Amendment No. 4 and Separation of Units, Excalibur has caused to be filed a plat and plan showing the boundaries and

dimensions of the new units together with their other boundaries as required by Section 703.13(7) (c) of the Wisconsin Statutes.

NOW, THEREFORE, it is hereby declared by the President of the Association and by Excalibur that the Declaration of Paradise Meadows, A Condominium, be amended as follows:

1. Section 3.01 of the Declaration is repealed and recreated as follows:

Section 3.01 - Number of Units. The condominium shall have a total of twenty-three (23) units. Additional units may be separated from the initial units by the Declarant, its successors or assigns in accordance with Article XIV of the Declaration.

IN WITNESS WHEREOF, we have set our hands and seals this 24th day of September, 2007.

Paradise Meadows Condominium
Owner's Association

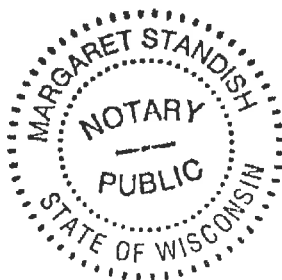
By *Jim Emmer*
Secretary/Treas. President
JIMEMMER

Excalibur Investments, LLC

By *John P. Dyke*
John Dyke, Member

STATE OF WISCONSIN)
 : SS
WASHINGTON COUNTY)

Personally came before me this 24th day of September, 2007, the above named Jim Emmer to me known to be the person who executed the foregoing instrument and acknowledged the same.

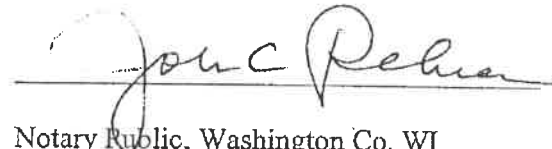


Margaret Standish

Notary Public, Washington Co. WI
My Commission 11/04/07

STATE OF WISCONSIN)
 : SS
WASHINGTON COUNTY)

Personally came before me this 25th day of September, 2007, the above named John Dyke to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, Washington Co. WI

My Commission 2-1-09

This instrument was drafted by
Atty. Jack A. Enea, of Schloemer,
Alderson, Spella, Muehlbauer & Enea, S.C.
101 S. 6th Ave
West Bend, WI 53095



Exhibit A

Unit #	Address	Tax Key #	CE Interest
3-1	2020 S. Meadow Ct #1	1119 252 2030	1/35
3-2	2020 S. Meadow Ct #2		1/35
3-3	2020 S. Meadow Ct #3		1/35
3-4	2020 S. Meadow Ct #4		1/35
3-5	2020 S. Meadow Ct #5		1/35

CONSENT OF MORTGAGE HOLDER

Commerce State Bank, West Bend, Wisconsin, holder of the following mortgage from EXCALIBUR INVESTMENTS, LLC dated 8/22/07, and recorded in the office of the Washington County Register of Deeds on 8/29/07 as Document No. 1170285 consents to the execution and recording of the Declaration of Amendment No. 4 and Separation of Units, Paradise Meadows, A Condominium, and hereby submits its mortgage described above to the foregoing Declaration.

IN WITNESS WHEREOF, the said Commerce State Bank has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at West Bend, Wisconsin this 19th day of September, 2007.

COMMERCE STATE BANK

BY:

Thomas C. Hopp
Thomas C. Hopp (name)

BY:

David R. Berchardt
David R. Berchardt (name)

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 19th day of September, 2007, the above named Thomas C. Hopp and David R. Berchardt President (office) and CFO (office), 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.

Vicki Hauer
Vicki Hauer (type or print name)
Notary Public, Washington Co., Wis.
My Commission 4/19/09