DISCLOSURE MATERIALS
FOR
COUNTRY CLUB CONDOMINIUM ASSOCIATION
(A Small Condominium)

N816-N826 North Water Street
Watertown, WI 53098

DECLARANT:

Juneau Street Properties, LLC
1214 Juneau Street
Watertown, WI 53098

1. **THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.**

2. **THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.**

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

INDEX

1. *Executive Summary.* The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary is set forth under Tab 1.

2. *Declaration.* The declaration establishes and describes the condominium, the units and the common areas. The declaration is set forth under Tab 2.

3. *Bylaws.* The bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The bylaws are set forth under Tab 3.

4. *Articles of Incorporation.* The operation of a condominium is governed by the association, of which each unit owner is a member. At present, the Association is not incorporated. Thus, no Articles exist.

5. *Management or Employment Contracts.* Certain services are provided to the condominium through contracts with individuals or private firms. These contracts are set forth under Tab 5.

6. *Annual Operating Budget.* The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges that are in addition to mortgage and utility payments. The budget is set forth under Tab 6.

7. *Floor Plans and Map.* The seller has provided a floor plan of the unit being offered for sale and a map of the condominium that shows the location of the unit you are considering and all facilities and common areas that are part of the condominium. The floor plan and map are set forth under Tab 9.

8. *Statutory Reserve Account Statement.* The Declarant has not elected to establish a Statutory Reserve Account. The Statutory Reserve Account Statement is set forth under Tab 8.

9. *Rules and Regulations.* The Association has authority to adopt rules and regulations effecting use of the Units, Common Areas and Limited Common Areas.

EXECUTIVE SUMMARY

COUNTRY CLUB CONDOMINIUM ASSOCIATION

Governance. The condominium association is Country Club Condominium Association and its address is:

1214 Juneau Street
Watertown, WI 53098

The association has not hired a manager of the condominium. Declarant will serve as manager, without management fee, until all units are sold.

Maintenance and repair of units: Each unit owner is responsible for maintaining, repairing, and replacing all improvements constructed within the unit such as interior walls, floor coverings, drywall, and plumbing, electrical, heating, and air conditioning systems.

Maintenance, repair, and replacement of common elements: The condominium association is responsible for the maintenance, repair, and replacement of the common elements and limited common elements. Routine repairs and replacements will be funded from unit owner assessments. Extraordinary repairs and replacements will be funded from reserve funds to the extent they are available; otherwise, they will be funded from unit owner assessments.

Rental of units: Units may be rented subject to condominium association approval.

Unit alterations: Unit owners may alter their units so long as they do not impair the structural soundness or integrity of the building, or change the exterior appearance of a unit or building. Unit owners do not have the right to enclose any of the limited common elements.

Parking: There is a 2-car garage attached to each unit.

Pets: There are no pets allowed without prior written consent obtained from the Association.

Reserves: The Declarant has elected not to establish a Statutory Reserve Account. The Statutory Reserve Account Statement is set forth under Tab 8.

Document Number

Declaration of Condominium
Title of Document

1057327
Document Number
Office of Register of Deeds
Dodge County, Wisconsin
RECEIVED FOR RECORD
Oct 25, 2005
at 1:23 o'clock P M.
Chris Planasch
CHRIS PLANASCH - Registrar

Recording Area

Name and Return Address
Virginia M. Bartelt
HURLEY, BURISH & MILLIKEN, S.C.
10 E. Doty St. Suite 320
P.O. Box 1528
Madison, WI 53701-1528

016-0915-2821-002
Parcel Identification Number (PIN)

See Exhibit A for Legal Description.

DECLARATION OF CONDOMINIUM
of
COUNTRY CLUB CONDOMINIUM

This Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") Chapter 703, Wisconsin Statutes, as amended, by Juneau Street Properties, LLC, a Wisconsin limited liability company ("Declarant").

ARTICLE I
STATEMENT OF PURPOSE

The purpose of this Declaration is to subject the property hereinafter described and the improvements thereon (hereinafter collectively "Condominium") to the condominium form of ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

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ARTICLE II
DESCRIPTION, NAME, RESTRICTIONS, AND DEFINITIONS

2.01 **Legal Description.** The real estate subject to this Declaration is owned by Declarant and is described on Exhibit A attached hereto.

2.02 **Name and Address.** The name of the condominium is Country Club Condominium and has as its address N816-N826 North Water Street, Watertown, Wisconsin.

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2.03 **Covenants, Conditions, Restrictions, and Easements.** The Condominium shall be, on the date this Declaration is recorded, subject to:

a. General taxes not yet due and payable;

b. Easements and rights in favor of gas, electric, telephone, water, and other utility companies;

c. All other easements, covenants, and restrictions of record;

d. All municipal, zoning, and building ordinances; and

e. All other governmental laws and regulations applicable to the Condominium.

2.04 **Definitions.** Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE III
UNITS

3.01 **Definition.** "Unit" is that part of the Condominium intended for independent residential use by or under authority of its owner. There are initially 4 units in the Condominium, subject to expansion as described in Article VIII.

3.02 **Description.** A Unit shall include:

a. One or more contiguous or noncontiguous cubicles of air. The exterior boundaries of the cubicle shall be the unfinished interior surface of the walls surrounding the cubicle. The upper boundary of the cubicle shall be the unfinished upper surface of the ceiling of the cubicle. The lower boundary of the cubicle shall be the uncovered or unfinished upper surface of the floor below the cubicle. A Unit shall also include all finished surfaces, including paint, wallpaper, carpeting, or other covering. A Unit shall include the attached garage space as identified on the Condominium Plat.

b. Any and all appliances and other fixtures contained in the Unit, which items may include, but not limited to: refrigerator, dishwasher, disposal, laundry equipment, range, compactor, cabinets, carpeting, and floor covering.

c. The following items serving the particular Unit although they may be outside the defined cubicle of air:

1. All doors and windows, their interior casements, and all of their opening, closing, and locking mechanisms and hardware;

2. All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;

3. All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;

4. All plumbing fixtures and the piping, valves, and other connecting and controlling materials and devices lying between the fixtures and main water or sewage lines connecting to the lowest story of the Unit;

5. The cable television outlet, if any, to the Unit and the junction box serving it;

6. The individual furnaces or ducting, the radiator, and the piping providing heating to the Unit, and the controls for the heating system of the Unit;

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7. The air conditioning equipment and ducting providing air conditioning to the Unit, and the controls for the air conditioning system of the Unit;

8. The lines bringing natural gas or similar fuel to the Unit, which lines extend from the utility meter to the boundary of the Unit;

9. The fireplace, if any, serving the Unit; and,

10. The garage doors on the attached garage space, if any, included with the Unit.

d. Specifically not included as part of a Unit are those structural components of each building and any portion of the plumbing, electrical or mechanical systems of the Building serving more than one (1) Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one (1) Unit are Common Elements.

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3.03 **Identification.** Units shall be identified by the number as specified on the "Condominium Plat" of Country Club Condominium, which plat shall be recorded contemporaneously with this Declaration. A copy of the Condominium Plat is attached hereto as Exhibit B. The Condominium shall be subject to expansion as described in Article VIII. Unit 816 has an address of N816 North Water Street, Watertown, Wisconsin; Unit 818 has an address of N818 North Water Street, Watertown, Wisconsin; Unit 824 has an address of N824 North Water Street, Watertown, Wisconsin; and Unit 826 has an address of N826 North Water Street, Watertown, Wisconsin.

ARTICLE IV
COMMON ELEMENTS

4.01 **Definition.** "Common Elements" shall mean all of the Condominium except the Units.

4.02 **Description.** The Common Elements shall include the land described in Exhibit A, any portion of the improvements to the land described in Exhibit A which is not included in the definition of Unit, and all tangible personal property used in the operation, maintenance, and management of the Condominium.

4.03 **Use.** Except as otherwise provided herein, and subject to the Bylaws of the "Association," as hereinafter defined, and subject to any rules and regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to owners of all Units.

4.04 **Ownership.** There shall be appurtenant to each Unit an undivided 25% interest in the Common Elements. If the number of Units changes due to expansion of the Condominium under Article VIII, the percentage interest shall be recalculated.

ARTICLE V
LIMITED COMMON ELEMENTS

5.01 **Definition.** "Limited Common Elements" shall mean those Common Elements identified in this Declaration and on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the owners of Units.

5.02 **Description.** The Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include any of the following: patio, balcony, and deck. It shall also include an area directly in front of the garage of the Unit and shall extend 24' out from the garage. Pursuant to Section 703.14, Wisconsin Statutes, as amended, any owner of a Unit to which the use of any Limited Common Element is restricted may grant by deed, subject to the rights of any existing mortgagee or secured party, the use of the Limited Common Element to any other "Unit Owner," as hereinafter defined. Such deed must be recorded in the Dodge County Register of Deeds Office, and a copy thereof must be supplied to the Association. After any such grant, the grantor shall have no further right to use the specified Limited Common Element.

5.03 **Use.** Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners who have the exclusive use of such Limited Common Elements.

ARTICLE VI
USES

The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for residential purposes only, and shall not be used for any trade or business. The leasing or renting of a Unit for residential purposes shall be considered a violation of this provision, except that the leasing of a Unit by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall not be considered a violation of this provision. The use of Units as sale models by the Declarant shall not be considered a violation of this provision. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements, and Common Elements shall comply with the applicable local ordinances and any other restrictions as contained in the Association Bylaws and any Rules and Regulations adopted by the Association. No use may reasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would increase the insurance rates on the Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

ARTICLE VII
UNIT OWNER

A "Unit Owner" shall mean a person, combination of persons, partnership, or corporation, who holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar documents, "Unit Owner" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to Units on which an occupancy permit has been issued.

ARTICLE VIII
RIGHT TO EXPAND

8.01 **Reservation of Right.** Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit C attached hereto and made a part hereof. Expansion may be in phases. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Dodge County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, subject to applicable governmental approval. No Unit Owner or other person shall have the right to require or object to the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

8.02 **Number, Location, and Style of Units.** The maximum number of Units in the Condominium as expanded shall be twenty-eight (28). Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development, in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements. All Units constructed within the expansion area shall be for residential use. If the Condominium is expanded into Lot Two (2), CSM No. 5618, the driveway serving Units 816 and 818 may become a shared drive with the expansion area to serve adjacent Units on Lot Two (2), CSM No. 5619.

8.03 **Effect on Percentage Interest in Common Elements.** Upon any expansion as described in this Article, the percentage interest in the Common Elements appurtenant to each Unit and calculated under Article IV shall change to be a percentage equal to the square footage of the Unit as shown on the condominium plat divided by the total square footage of all Units within the Condominium as so expanded, as shown on the amended condominium plat. The square footages as shown on the condominium plat (or any amendments thereto) shall be final for all purposes.

8.04 **Effective Date of Expansion**. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by the Declarant, is recorded in the Office of the Dodge County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes.

Declarant reserves the right to amend this Declaration, its Exhibits and the Condominium Plat, subject only to applicable Dodge County Planning Department and Township approval processes without Unit Owners' consent or approval, for the purpose of effecting an expansion of the Condominium.

8.05 **Effect of Expansion.** Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the percentage interests in the Common Elements, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interest in the Common Elements appurtenant to the Unit on which it has a lien.

ARTICLE IX
ASSOCIATION

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9.01 **Definition.** "Association" shall mean the Country Club Condominium Association, an unincorporated association.

9.02 **Duties and Obligations.** All Unit Owners shall be entitled to become and shall be required to become members of the Association and be subject to its Organizational Resolutions, Bylaws, and rules and regulations adopted by it for the use and management of the Condominium. By becoming members of the Association, Unit Owners automatically assign the management and control of the Common Elements of the Condominium to the Association.

9.03 **Voting.** Each Unit shall be entitled to one (1) indivisible vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. As provided in Article VII hereof, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Dodge County Register of Deeds Office.

ARTICLE X
REPAIRS AND MAINTENANCE

10.01 **Units.** Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair and replacement of Owner's Unit.

10.02 **Limited Common Elements.** Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness, and presentability of the Limited Common Elements which are reserved to the Unit.

10.03 **Common Elements.** Except as hereinabove provided, the Association shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, and replacement of the Common Elements.

10.04 **Entry by Association.** The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. Prior notice to the Unit Owner shall be attempted, and any entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as a "Common Expense," as hereinafter defined.

ARTICLE XI
STRUCTURAL CHANGES

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11.01 **Limitations.** A Unit Owner may make improvements or alterations within his/her Unit; provided, however, such improvements or alterations do not impair the structural soundness or integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. A Unit Owner may not change the exterior appearance of a Unit or any portion of the Common Elements (including Limited Common Elements) without obtaining the written permission of the Association Board of Directors. Any improvement or alteration which changes the floor plan or room dimensions of a Unit must be evidenced by the recording of a modification to the Condominium Plat before it shall be effective and must comply with the then-legal requirements for such purpose. Furthermore, any approved improvements or alterations must be in accordance with applicable laws and regulations, must not reasonably interfere with the use and enjoyment of other Units and Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

11.02 **Expenses.** All expenses involved in such improvements or alterations, including expenses to the Association, which it may charge as a special assessment to the affected Units, shall be borne by the Unit Owners involved.

ARTICLE XII
INSURANCE

12.01 **Property Insurance.** The Association shall obtain and maintain insurance for the Common Elements, Limited Common Elements, and to the Units, covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement basis for an amount not less than the full replacement value of the insured property. The Association shall be named insured as trustee for each of the Unit Owners in the Ownership percentages established in the Declaration and the Mortgagees of Units as additional insured. For purposes of this provision and for the Declaration, "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units or a land contract seller.

12.02 **Liability Insurance.** The Association shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable; provided, however, the minimum limits for bodily injury and property damage shall be Two Million Dollars ($2,000,000). The policies shall include standard coverage for the errors and omissions of Association directors and officers. Such policies shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.

12.03 **Fidelity Insurance.** The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured, and the insurance shall be in an amount of not less than one hundred percent (100%) of the Association's annual operating expenses and reserves.

12.04 **Administration.** Any and all premiums associated with the insurance purchased by the Association shall be Common Expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable insurance carriers, which carriers must meet the guidelines established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

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12.05 **Unit Owner's Insurance.** Maintenance of insurance by the Association shall not relieve or prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units, and Limited Common Elements appurtenant to such Units.

12.06 **Disbursement.** Insurance proceeds shall first be disbursed by the trustees for the repair or restoration of the damaged Common Elements, and the Unit Owners and 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.

12.07 **Commencement.** All insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

ARTICLE XIII
REPAIR OR RECONSTRUCTION

In the event the Common Elements are totally destroyed or sustain more than Ten Thousand Dollars ($10,000) in damage at any one time, the Association shall within fifteen (15) days of the date of damage determine whether the Condominium is damaged to an extent more than the available insurance proceeds. Once determined, the Association shall promptly notify the Unit

Owners and first Mortgagees in writing of the adequacy or inadequacy of the insurance. Within ten (10) days of receipt of the notice, the Unit Owners and first Mortgagees shall have the opportunity to decide whether the Condominium should be partitioned. Partition shall only occur by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes available in the Association, other than votes available to the Declarant, and by the affirmative votes of at least fifty-one percent (51%) of the first Mortgagees, calculated on a per-unit basis. In case of such partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners in proportion of their percentage interests in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit. In the event the required seventy-five percent (75%) and fifty-one percent (51%) affirmative votes are not cast within the ten (10) day period, or in the event the damage sustained is less than or equal to Ten Thousand Dollars ($10,000), the Association shall promptly undertake to repair or reconstruct the damaged property to a condition compatible with the remainder of the Condominium. Upon reconstruction, the Association may vary the design, plan, and specifications of the Common Elements from that of the original; provided, however, that the number of square feet for such Unit as originally constructed and, provided further, that the location and floor plan of the damaged buildings shall be substantially the same as they were prior to the damage. In the event insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

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ARTICLE XIV
EMINENT DOMAIN

In the event of taking of any of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes, as amended, shall control; provided, however, the affirmative vote of at least two-thirds of the first Mortgagees, calculated on a per-unit basis, will also be required in order to partition the Condominium; and provided further, if Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

ARTICLE XV
COMMON EXPENSES

15.01 **Liability of Unit Owner.** Each Unit Owner shall be liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses ("Common Expenses") shall be assessed in proportion to their percentage interests in the Common Elements.

15.02 **Enforcement.** The assessments of Common Expenses, together with such interest as the Association may impose in the Bylaws for delinquencies and with the costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes, as amended.

15.03 **Suspension of Voting Rights.** If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.16 (9), Wisconsin

Statutes, as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner.

15.04 **Unit Sale.** Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a Statement of Condominium Lien covering the delinquency shall have been recorded prior to the transfer.

15.05 **Lien for Non-payment.** The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorneys' fees. The lien may be recorded in the Dodge County Register of Deeds Office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he/she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

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15.06 **Foreclosure.** In the event the Mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage or as a result of a conveyance in lieu of foreclosure, such purchaser or his/her successors and assigns shall not be liable for the total share of Common Expenses or assessments by the Association pertaining to such unit or chargeable to the former Unit Owner, which Common Expenses or assessments became due prior to the acquisition of title as a result of the foreclosure. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectable proportionately from all of the Unit Owners, including such purchaser, his successors and assigns.

15.07 **Installment Payment.** Except for items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of a monthly maintenance fee determined by a budget of Common Expenses prepared by the Association, which budget shall include a reserve for deferred maintenance and a reserve for replacement. Special assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Association may determine.

15.08 **Assessments Against Declarant.** Declarant shall pay the monthly assessments only on those of its Units as to which an occupancy permit has been issued; provided, however, that during Declarant's control as specified in Article XVI hereof, if the total estimated monthly assessments paid by Unit Owners and by the Declarant shall not cover the total Common Expenses, Declarant shall pay the deficit.

15.09 **Reserve Fund.** The Association shall establish and maintain a reserve fund for

payment of nonrecurring operating contingencies. Each annual condominium budget shall include funding for the reserve fund, at a level determined appropriate by the Association.

ARTICLE XVI
POWERS OF DECLARANT

16.01 **Declarant Control.** Except as provided in Section 703.15(2)(d), Wisconsin Statutes, as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (1) expiration of ten (10) years from the date this Declaration is recorded; or (2) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers of Units in the Condominium as originally constituted and as expanded under the rights reserved herein. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units; (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium; (c) determine, levy, and collect assessments; (d) grant easements; and (e) enact and enforce rules and regulations for the use of the Condominium. Any contract or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

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16.02 **Termination of Control.** Upon termination of the above-specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who may be a non-unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (1) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (2) to conduct promotional and sales activities using unsold Units and the Limited Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and (3) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

ARTICLE XVII
AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended with the written consent of at least seventy-five percent (75%) of the Unit Owners and each Owner's consent shall not be effective unless approved by the mortgagee of the Unit; and provided, however, that no such amendment may substantially impair the security of any Unit Mortgagee. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of the Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dodge County Register of Deeds. For purposes of this provision and Declaration, each Unit shall have one (1) vote.

ARTICLE XVIII
NOTICES

00229

18.1 **Notice to Association.** The person to receive service of process for the Condominium Association shall be the President of the Country Club Condominium Association, or such other person as may be designated in writing from time to time by the Association. Initially, the person to receive service shall be Alvin J. Schloesser at 1214 Juneau St., Watertown, WI 53098. Successors may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

18.2 **Notice to Mortgagees.** Any first Mortgagee of a Unit, upon written request to the secretary of the Association, shall be entitled to notice of any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of any obligation under the condominium Declaration, Bylaws, Rules and Regulations, and related documents.

ARTICLE XIX
REMEDIES

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, Association Bylaws, and Organizational Resolutions, or any Rules and Regulations promulgated by the Association, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred Dollars ($100) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all attorney fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

ARTICLE XX
EASEMENTS

Easements are reserved over, through and underneath the Common Elements, for ingress and egress, for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, security wires, and street lights, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant and Unit Owners. Easements for ingress and egress are reserved to the Association in, over, and under the Units and Limited Common Elements, their ceilings, floors, and walls, for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damages resulting from such easements.

ARTICLE XXI
GENERAL

00022

21.01 **Utilities.** Each Unit Owner shall pay for his/her telephone, electrical, and other utility services which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

21.02 **Encroachments.** If any portion of a Unit, Limited Common Elements, or Common Elements encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

21.03 **Invalidity of a Provision.** If any of the provisions of this Declaration, of the Association's Organizational Resolutions, if any, of the Association's Bylaws, or of any Rules and Regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

21.04 **Conflict in Condominium Documents**. In the event a conflict exists among any provisions of this Declaration, the Organizational Resolutions, if any, the Bylaws, or any administrative rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

21.05 **Warranties.** The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

21.06 **No Right of First Refusal.** The right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

21.07 **Homestead.** The Condominium or any portion thereof shall not be deemed to be homestead property of the Declarant.

IN WITNESS WHEREOF, this Declaration has been executed this 27th day of August, 2005.

JUNEAU STREET PROPERTIES, LLC

By: _____
Alvin J. Schloesser, Member

By: _____
Margaret M. Schloesser, Member

By: _____
Mark K. Erickson, Member

By: _____
Judith R. Erickson, Member

000228

STATE OF WISCONSIN)
)ss
COUNTY OF DODGE)

Personally came before me this 17th day of August, 2005, Alvin J. Schloesser, Margaret M. Schloesser, Mark K. Erickson and Judith R. Erickson, being all of the Members of the above Limited Liability Company, known to me to be the persons who executed the foregoing Declaration, and acknowledged that they executed the foregoing instrument as such Members and as the deed of said Limited Liability Company, by its authority.

Virginia M. Bartelt
Notary Public, State of Wisconsin
My commission is permanent

622269

This instrument drafted by:

Virginia M. Bartelt
HURLEY, BURISH & MILLIKEN, S.C.
10 E. Doty St., Suite 320
Madison, WI 53701-1528
(608) 257-0945

CONSENT OF MORTGAGEE
TO DECLARATION OF CONDOMINIUM OF
COUNTRY CLUB CONDOMINIUM

M&I Marshall & Ilsley Bank, has an interest in the property that is the subject of this Declaration of Condominium. M&I Marshall & Ilsley Bank hereby consents to the Declaration of Condominium of Country Club Condominium.

Dated this 23rd day of September, 2005.

M&I MARSHALL & ILSLEY BANK

By: John H. Ebert
Title: Community Bank President

300230

WISCONSIN)
)ss
COUNTY OF Jefferson)

Personally came before me this 23rd day of September, 2005, John H. Ebert on behalf of M&I Marshall & Ilsley Bank, known to me as the person who executed the foregoing Declaration and acknowledge the same.

Dorothy L. Kaster
Notary Public, State of Wisconsin
My commission expires: 11-27-05

This instrument drafted by:

Virginia M. Bartelt
HURLEY, BURISH & MILLIKEN, S.C.
10 E. Doty St., Suite 320
Madison, WI 53701-1528
(608) 257-0945

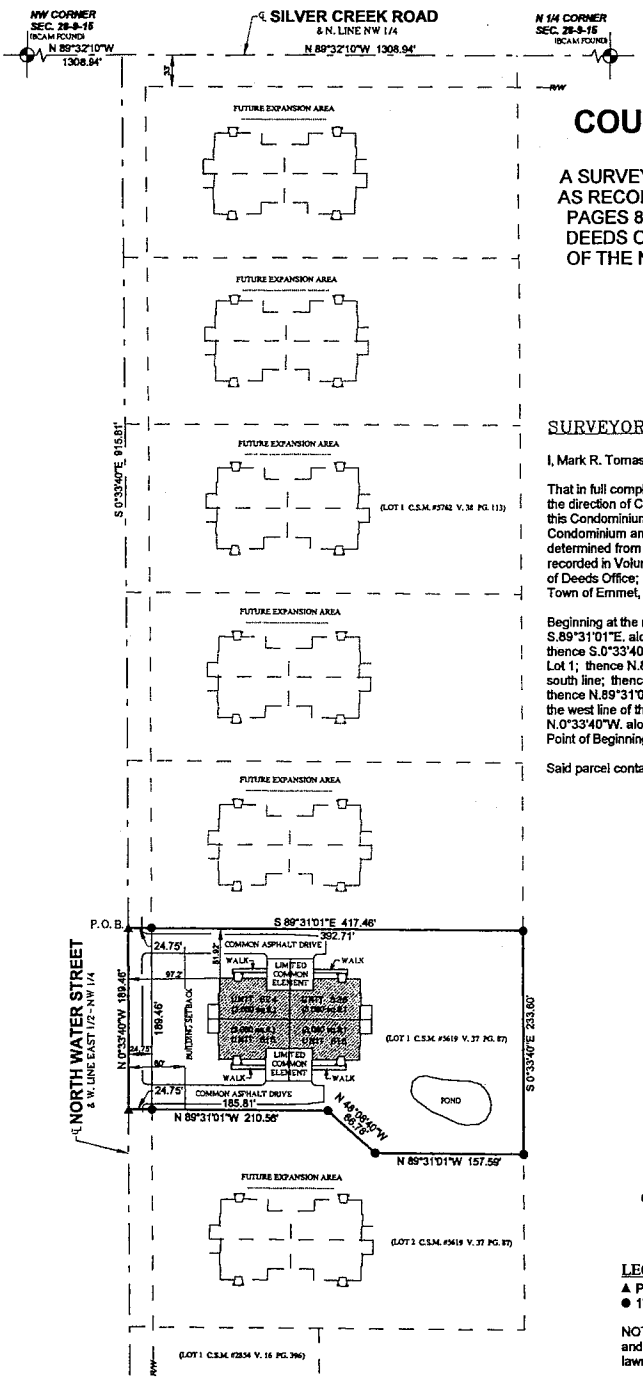
EXHIBIT A
to the
DECLARATION OF CONDOMINIUM OF
COUNTRY CLUB CONDOMINIUM

The following described real estate situated in the Town of Emmet, Dodge County, Wisconsin:

Lot 1, Certified Survey Map 5619 as recorded in the office of the Register of Deeds for Dodge County, Wisconsin on September 10, 2004 at 10:43 a.m. as Document No. 1030577 being a Survey of Lot 1 of Certified Survey Map No. 1619 as recorded in Volume 11 of Certified Surveys on page 47 in Dodge County Register of Deeds Office, land being part of the East 1/2 of the NW 1/4 of Section 28, T9N, R15E, Town of Emmet, Dodge County, Wisconsin.
Tax Parcel No. 016-0915-2821-002.

000231

EXHIBIT "B"



COUNTRY CLUB CONDOMINIUM

A SURVEY OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5619 AS RECORDED IN VOLUME 37 OF CERTIFIED SURVEYS ON PAGES 87 AND 88 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE; SAID LANDS BEING PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 28, T. 9N., R. 15E., TOWN OF EMMET, DODGE COUNTY, WISCONSIN.

OWNER	AGENT
Juneau Street Properties, LLC	Chuck Corbett

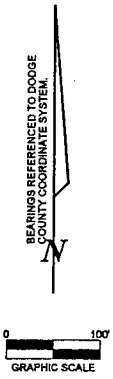
SURVEYOR'S CERTIFICATE

I, Mark R. Tomashek, Registered Land Surveyor of the State of Wisconsin, do hereby certify:

That in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, and under the direction of Chuck Corbett, agent for owner, I have surveyed, monumented, and mapped this Condominium Plat; that such Condominium Plat is a correct representation of Country Club Condominium and the identification and location of each unit and the common elements can be determined from this plat; and that this land is Lot 1 of Certified Survey Map No. 5619 as recorded in Volume 37 of Certified Surveys on Pages 87 and 88 in the Dodge County Register of Deeds Office; lands being part of the NE 1/4 of the NW 1/4 of Section 28, T. 9N., R. 15E., Town of Emmet, Dodge County, Wisconsin, being more particularly described as follows:

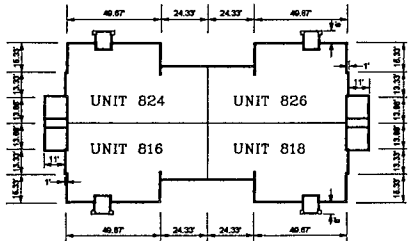
Beginning at the northwest corner of Lot 1 of Certified Survey Map No. 5619; thence S.89°31'01"E. along the north line of said Lot 1, 417.46 feet to the northeast corner of said Lot 1; thence S.0°33'40"E. along the east line of said Lot 1, 233.60 feet to the southeast corner of said Lot 1; thence N.89°31'01"W. along the south line of said Lot 1, 157.59 feet to a bend in said south line; thence N.48°08'40"W. along said south line, 66.78 feet to a bend in said south line; thence N.89°31'01"W along said south line, 210.56 feet to the southwest corner of said Lot 1, the west line of the East 1/2 of the NW 1/4 and the centerline of North Water Street; thence N.0°33'40"W. along said west line, centerline and the west line of said Lot 1, 189.46 feet to the Point of Beginning.

Said parcel contains 2.000 acres or 87,123 sq.ft., more or less.

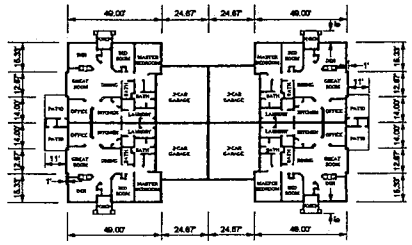


LEGEND
▲ P.K. NAIL FOUND
● 1" IRON PIPE FOUND

NOTE: All patios, porchs, walks, and portions of driveways and lawns are limited common elements.



FOUNDATION PLAN



FLOOR PLAN

NEW FRONTIER LAND SURVEYING, LLC
P.O. BOX 576 - BEAVER DAM, WI 53916-0576
PHONE: (920)885-3904 FAX: (920)885-3905

JOB NO: 04-0748C
SHEET 1 OF 1

006232

EXHIBIT C

EXPANSION AREA

Legal Description

Parcel 1:
Lot Two (2), Certified Survey Map 5619 as recorded in the office of the Register of Deeds for Dodge County, Wisconsin on September 10, 2004 at 10:43 a.m. as Document No. 1030577 being a Survey of Lot 1 of Certified Survey Map No. 1619 as recorded in Volume 11 of Certified Surveys on page 47 in Dodge County Register of Deeds Office, land being part of the East 1/2 of the NW 1/4 of Section 28, T9N, R15E, Town of Emmet, Dodge County, Wisconsin.
Tax Parcel No. 016-0915-2821-001.

Parcel 2:
Lot One (1) of Certified Survey Map 5762 recorded in the Office of the Register of Deeds for Dodge County, Wisconsin, on July 19, 2005, at Document No. 1050422, Town of Emmet, Dodge County, Wisconsin.
Tax Parcel No. 016-0915-2821-003.

0C0233

BYLAWS
OF
COUNTRY CLUB CONDOMINIUM ASSOCIATION

The following Bylaws apply to Country Club Condominium Association, as created by a Declaration of Condominium and a Condominium Plat recorded in the Office of the Register of Deeds for Dodge County, Wisconsin. These Bylaws incorporate by reference the Declaration of Condominium and Condominium Plat, and the Condominium Ownership Act, Chapter 703, Wisconsin Statutes. The Bylaws are intended to provide the structure necessary to operate and maintain the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of all persons authorized to use it, to establish the procedure for the levy and collection of assessments to finance the operations of the Association, and to permit Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

SECTION I
FORM OF ADMINISTRATION, ADDRESS

1. **Name.** The name of the Association created herein is Country Club Condominium Association, and is referred to herein as the Association.

2. **Form of Administration.** The Association is an unincorporated association. Policy control of the Association, except as otherwise provided herein, is vested in a Board of Directors to be elected by the members in accordance with Section III hereof. The officers, retained by the Board of Directors, are responsible for implementation of the policy decisions of the Board and operate under its supervision and control.

3. **Address.** The address of the Association and its initial principal offices is 1214 Juneau Street, Watertown, Wisconsin 53098.

SECTION II
MEMBERS, RIGHTS AND OBLIGATIONS, MEETINGS

1. **Members.** All Unit Owners in the Condominium are, by the fact of ownership of their Unit, members of the Association. As such they are granted all rights and subject to all obligations of membership as created herein.

(a) Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferor ceases to be a member of the Association and the transferee becomes a member. The Association shall maintain a roster of the names and addresses of all Unit Owners and upon conveyance or other transfer it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.

(b) Upon written request addressed to the Association by the holder of any security interest in a Unit, the Association shall maintain the name and address of such security holder on a roster of such holders and shall provide to such holder such notices regarding the Unit encumbered and the Condominium as such holder requests or the law requires.

2. **Annual Meeting**. The annual meeting of the Association shall be held on the first business day in June of each year at a time and place selected by the Board of Directors.

3. **Special Meetings**. Special meetings may be held at any time on the call of the President or on written request to the Association by owners of not less than twenty percent (20%) interest in the Common Elements. Special meetings held on written request as provided herein shall be conducted within sixty (60) days of the date of receipt of the request unless it specifies a longer period.

4. **Notice of Meetings**. The Secretary of the Association shall give written notice of every meeting to every member at least ten (10) days before the date set for such meeting.

(a) **Content of Notice.** The notice shall state whether the meeting is an annual or special meeting, the authority for the call of the meeting, the place, date and hour of the meeting and, where required, the purpose or question to be considered at the meeting.

(b) **Delivery of Notice.** The notice shall be given by delivery of a copy to the member personally or by mailing the notice to the member at his address as it appears on the Association's roster, postage prepaid.

(c) **Failure to Receive Notice.** If notice is given as provided hereunder, the failure of any member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting.

(d) **Holders of Security Interests.** Upon written request to the Secretary of the Association, the holder of any recorded security interest in any Unit in the Condominium may obtain a copy of any notice permitted or required to be given by these Bylaws from the date of receipt of the request until such request is withdrawn or the security interest is discharged of record. Notice of proposed amendments to the Declaration shall be given.

(e) **Waiver of Notice.** The presence of any member, in person or by proxy, shall be deemed a waiver of notice as to such member unless such member objects at the opening of the meeting to the holding of the meeting because of failure to give proper notice. Members may waive notice of any meeting in writing to the Secretary.

5. **Quorum**. The presence of a majority of Unit votes, whether in person or by proxy, constitutes a quorum.

6. **Voting**. Voting is on the basis of Unit votes. Each Unit is entitled to cast one (1) indivisible vote without regard to the number of persons who have an ownership interest in the Unit. The vote for each Unit may be cast as agreed by the persons who have an ownership interest in the Unit and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event such persons cannot agree on the manner in which the vote is to be cast, no vote may be accepted from that Unit.

(a) **Proxies**. A member may give another person authority to represent him and vote on his behalf at meetings of the Association. Such proxy must be in writing, dated and signed by the member, and filed with the Secretary. Except for a proxy to a mortgagee or lessee of the Unit involved, no proxy is valid for more than one hundred eighty (180) days after its date; however, a member may renew his proxy by filing a new proxy or a renewal of the existing proxy with the Secretary. A proxy may grant full or limited voting rights and may contain instructions which shall be binding on the proxy holder.

(b) **Representatives**. Any personal representative, executor or administrator of the estate of any member, or guardian or trustee for any member, may exercise such member's voting rights. Such person shall file an affidavit or other proof of his status with the Secretary.

(c) **Suspension**. Voting rights may be suspended by vote of the Association's Board of Directors in accordance with the Declaration and no person who is not on the Association's roster of Unit Owners may vote unless such person holds a proxy from one who appears on the roster.

7. **Unanimous Consent Without Meeting**. Any action required or permitted by these Bylaws or any provision of law to be taken at a meeting of the Association, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

8. **Adjournment**. Any meeting of the Association may be adjourned from time to time and to such place and time as may be determined by a majority vote of those present, whether or not a quorum is present. No further announcement of the time or place of the adjourned meeting is required.

9. **Order of Business**. The order of business at all annual meetings is as follows:

(a) Roll Call
(b) Proof of Notice of Hearing
(c) Proof of Quorum
(d) Reading of Minutes of Preceding Annual Meeting
(e) Report of Officers
(f) Report of Committees

(g) Election of Board of Directors
(h) Unfinished Business
(i) New Business
(j) Approval of Budget
(k) Adjournment

The order of business at all special meetings is determined by the President.

10. **Reserved Rights**. Election of directors, amendment of the Bylaws, borrowing funds, acquiring or conveying any interest in real estate, final approval of the annual budget, and levying of special assessments are reserved to vote by the members.

SECTION III
BOARD OF DIRECTORS

1. **Number and Qualification**. The affairs of the Association are governed by a Board of Directors composed of four (4) directors.

2. **Election**. The directors shall be elected by Unit votes at the annual meeting of the Association; provided, however, that in the event the Association enters into a Management Agreement, then the fourth director shall be appointed by the Management Company. Each Unit has one (1) vote for each vacancy on the Board. Voting shall be on a cumulative basis, with all positions to be filled by a single balloting; those candidates running for the available Board positions need not receive a majority of the votes cast to be elected. The provisions of this Section are subject to Article IV of the Declaration - "Rights and Obligations of the Declarant."

3. **Term of Office**. The term of office for each director is one (1) year. Directors hold office until their successors are elected and qualified.

4. **Vacancies**. Vacancies on the Board of Directors caused by any reason shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum. Each director so elected serves as a director until a successor is elected at the next annual meeting.

5. **Removal of Directors**. Directors may be removed for cause by a majority of the Unit votes at any annual or special meeting, notice of which includes notice of the proposed removal.

6. **Compensation**. No compensation shall be paid to directors for their services as officers or directors.

7. **Annual Meeting**. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association. No notice is necessary to newly elected directors in order to legally constitute such meeting, provided that a quorum of the directors is present.

8. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at least annually. The time, place and manner of such regular meetings shall be as determined from time to time by resolution of the directors.

9. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The time, place and manner of such meetings is determined by the President.

10. **Notice.** Notice of all meetings of the Board of Directors must be given to each director, personally, or by mail, at least ten (10) days prior to the date of such meeting.

11. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver is deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board is a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice is required and any business may be transacted at such meeting.

12. **Unanimous Consent Without Meeting.** Any action required or permitted by either these Bylaws or any provision of law to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the directors then in office.

13. **Quorum.** At all meetings of the Board of Directors, a majority of the directors constitutes a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present is the act of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

14. **Open Meetings.** Any Unit Owner may attend any annual, regular or special meeting of the Board of Directors.

15. **Committees.** The Board of Directors may by resolution designate one or more committees, each committee to include one or more directors elected by the Board of Directors, which to the extent provided in said resolution as initially adopted, and thereafter amended, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the Condominium. The Board of Directors may elect one or more of its members to alternate membership of any such committee and such alternate members may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting.

16. **Powers and Duties.** The Board of Directors may exercise all powers of the Association not specifically reserved to the members and is responsible for establishing policies for the Association in pursuance of its purposes and supervision of the implementation of these policies

by the officers and the Management Company. The Board of Directors shall retain the Management Company.

(a) **Rules.** The Board of Directors shall adopt rules for the regulation of the use and enjoyment of the Condominium.

(b) **Delinquencies.** The Board of Directors may set a delinquency charge, stated in terms of a percentage rate not to exceed one percent (1%) per month, on delinquent payments of regular or special assessments.

SECTION IV
OFFICERS

1. **Designation.** The principal officers of the Association are a President, a Secretary, and a Treasurer, all of whom shall be directors of the Association. In the event that the Association enters into a Management Agreement, then there shall be one additional principal officer, this being an Assistant Secretary/Treasurer, who shall be an employee of the Management Company.

2. **Election of Officers.** The officers of the Association (except the Assistant Secretary/Treasurer who shall be appointed by the Management Company), shall be elected at the annual meeting of the Board of Directors.

3. **Term.** The officers of the Association hold office for a term of one (1) year.

4. **Removal of Officers.** Any elected officer may be removed, with or without cause, by a majority vote of the directors at any annual, regular or special meeting of the Board, notice of which includes notice of the proposed removal.

5. **Vacancies.** A vacancy in any principal office shall be filled by the Board of Directors.

6. **President.** The President is the principal officer of the Association. The President presides at all meetings of the Association and of the Board of Directors and has all of the powers and duties set forth in these Bylaws or delegated to him by the Board of Directors.

7. **Secretary.** The Secretary supervises the taking, preparation and preservation of minutes of all meetings of the Board of Directors of the Association, causes all notices required by these Bylaws to be given, certifies, upon request, copies of the organizational and operational documents of the Condominium, as amended from time to time, and executes other certificates on behalf of the Association, and has other powers and duties as may be delegated to him in the Declaration, by these Bylaws, or by the Board of Directors.

8. **Treasurer.** The Treasurer supervises the keeping of the financial books and records of the Association, causes appropriate notices relating to Common Expenses of the Condominium to be given, supervises the collection of amounts due the Condominium and their application under

the Declaration, Bylaws and policies established by the Board of Directors, and has such other powers and duties as may be delegated to him by these Bylaws or by the Board of Directors.

9. **Assistant Secretary/Treasurer**. The Assistant Secretary/Treasurer performs all operational functions of the offices of Secretary and Treasurer under the supervision of such officers, serves as teller to count votes at Association meetings, and has such other powers and duties as may be delegated to him by the Board of Directors.

SECTION V
ASSESSMENTS

1. **Common Expenses**. All expenditures for the operation, maintenance, repair and restoration of the Common Elements and for the operation of the Association are Common Expenses to be shared proportionately by the Unit Owners as set forth in the Declaration.

2. **Regular Assessments.** Regular assessments are those based upon the annual budget of the Condominium prepared by the Management Company, adopted by the Board of Directors and approved by the members.

(a) **Budget**. The budget for the forthcoming year shall be adopted by the Board of Directors and distributed with the notice of the annual meeting of members. The members may approve or disapprove the budget in whole but may not amend it. If disapproved, the budget shall be returned to the Board of Directors for further consideration and a special meeting of the members called to approve it before the beginning of the fiscal year.

(b) **Assessments**. Once the budget is adopted, the Management Company shall allocate to the Units their proportionate share and give notice of the amount due from each Unit which shall be expressed both as an annual amount and in twelve (12) equal monthly installments. The monthly installments are delinquent if not paid before the fifth (5th) day of the month. Delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum from the date when due until paid.

3. **Special Assessments**. If unbudgeted expenses for which no reserve has been created are incurred, the members shall hold a special meeting to levy a special assessment to pay these expenses. The special assessment may be in such amount, due and payable at such time and on such terms as the members determine.

4. **Collection**. The Association has all powers given by law, the Declaration or under these Bylaws to effect collection of the assessments hereunder.

SECTION VI
ACCOUNTS, FINANCES

Accounts. The Association shall maintain such books and records and establish such financial accounts as required by law and as may be necessary to accurately reflect the condition and actions of the Association. Such books and records are open to inspection by all Unit Owners.

SECTION VII
LIABILITY OF OFFICERS

1. **Exculpation**. No director or officer of the Association, in his capacity as director or officer rather than as a Unit Owner, is liable for the acts or defaults of any other director, officer or Unit Owner or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence. Nothing contained in this Section exempts such director or officer from the liabilities and obligations of Unit Owners as provided by these Bylaws.

2. **Indemnification**. Every director and officer of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with the claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a director or officer of the Association at the time of incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such claim, action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification is in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and inures to the benefit of the legal representatives of such person. The Association may insure its obligations under this subsection.

SECTION VIII
ACCESS TO UNITS

The Association and the Management Company shall have access to each Unit for the purposes of maintenance, repair or replacement of any Common Elements accessible from such Unit or for the purposes of any maintenance, repairs or replacement necessary to prevent damage to either Common Elements or other Units. Such access shall be at reasonable times and upon no less than five (5) days actual notice to the Unit Owner; provided, however, that if, after diligent efforts over a period of fifteen (15) successive days, such actual notice cannot be given, then such actual notice shall be deemed given upon mailing of written notice to the last known address of the Unit Owner; and further provided, however, that in the event of an emergency situation whereby the safety and welfare of other Unit Owners is affected, or where additional damage to the Condominium property is imminent, then such access may be made without prior notice. For the purposes of effecting the foregoing, the Association shall be entitled to keep a master key for all Units.

SECTION IX
FISCAL YEAR

The fiscal year of the Association begins on the first day of January in each year and ends on the last day of December of the same year.

SECTION X
AMENDMENT

Except as otherwise provided herein, these Bylaws may be amended from time to time by affirmative vote of sixty-seven percent (67%) of the Unit votes at a meeting duly called for that purpose. Any portion of these Bylaws that merely reflects or gives priority to the Declaration may not be amended unless the Declaration is similarly amended.

SECTION XI
INTERPRETATION

1. **Interpretation.** In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

2. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.

3. **Gender, Number.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of singular shall be deemed to include the plural, whenever the context so requires.

CERTIFICATION

Juneau Street Properties, LLC, the Declarant for Country Club Condominium, hereby certifies that the foregoing constitutes the Bylaws of Country Club Condominium as of this 27th day of August, 2005.

JUNEAU STREET PROPERTIES, LLC,
a Wisconsin Limited Liability Company

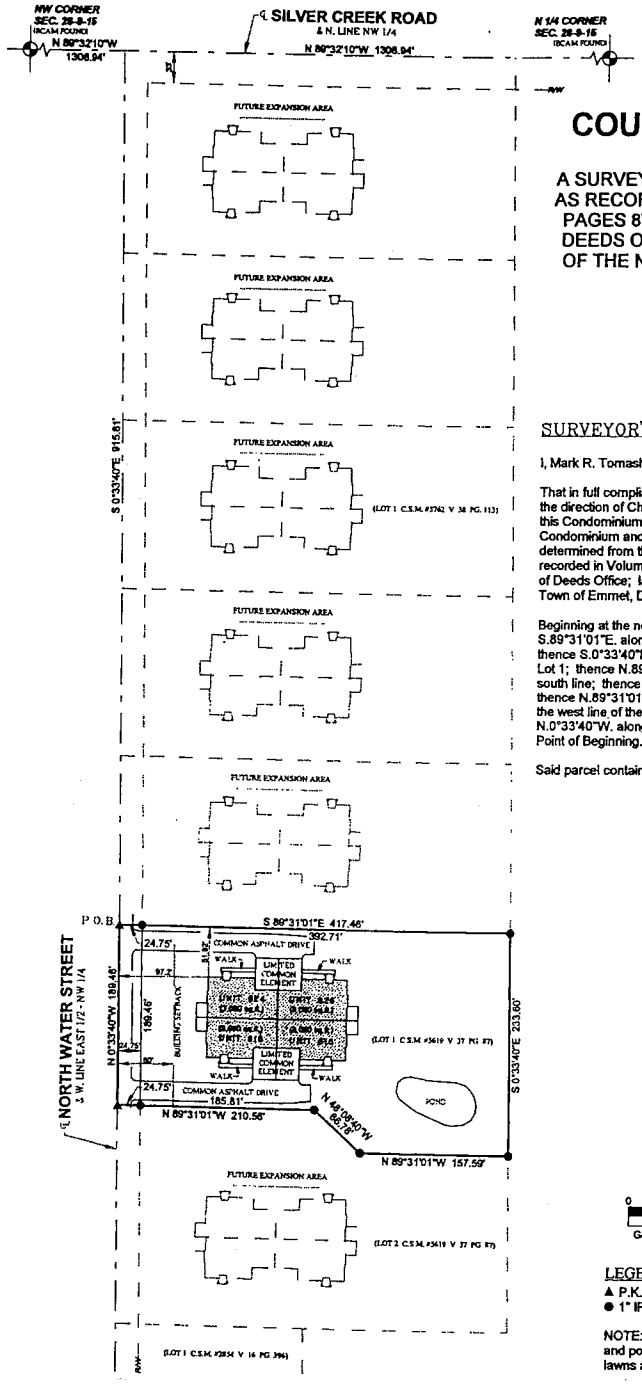
By: _____
Alvin J. Schloesser, Member

By: _____
Margaret M. Schloesser, Member

By: _____
Mark K. Erickson, Member

By: _____
Judith R. Erickson, Member

K:F:VMB:DOCS:JUNEAU STREET PROPERTIES LLC:2ND CONDO: COUNTRY CLUB CONDO BY LAWS.wpd



COUNTRY CLUB CONDOMINIUM

A SURVEY OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5619 AS RECORDED IN VOLUME 37 OF CERTIFIED SURVEYS ON PAGES 87 AND 88 IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE; SAID LANDS BEING PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 28, T. 9N., R. 15E., TOWN OF EMMET, DODGE COUNTY, WISCONSIN.

OWNER
Juneau Street Properties, LLC

AGENT
Chuck Corbett

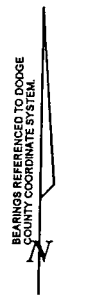
SURVEYOR'S CERTIFICATE

I, Mark R. Tomashek, Registered Land Surveyor of the State of Wisconsin, do hereby certify:

That in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, and under the direction of Chuck Corbett, agent for owner, I have surveyed, monumented, and mapped this Condominium Plat; that such Condominium Plat is a correct representation of Country Club Condominium and the identification and location of each unit and the common elements can be determined from this plat; and that this land is Lot 1 of Certified Survey Map No. 5619 as recorded in Volume 37 of Certified Surveys on Pages 87 and 88 in the Dodge County Register of Deeds Office; lands being part of the NE 1/4 of the NW 1/4 of Section 28, T. 9N., R. 15E., Town of Emmet, Dodge County, Wisconsin, being more particularly described as follows:

Beginning at the northwest corner of Lot 1 of Certified Survey Map No. 5619; thence S.89°31'01"E. along the north line of said Lot 1, 417.46 feet to the northeast corner of said Lot 1; thence S.0°33'40"E. along the east line of said Lot 1, 233.60 feet to the southeast corner of said Lot 1; thence N.89°31'01"W. along the south line of said Lot 1, 157.59 feet to a bend in said south line; thence N.48°08'40"W. along said south line, 66.78 feet to a bend in said south line; thence N.89°31'01"W along said south line, 210.56 feet to the southwest corner of said Lot 1, the west line of the East 1/2 of the NW 1/4 and the centerline of North Water Street; thence N.0°33'40"W. along said west line, centerline and the west line of said Lot 1, 189.46 feet to the Point of Beginning.

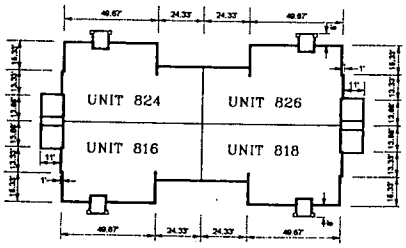
Said parcel contains 2.000 acres or 87,123 sq.ft., more or less.



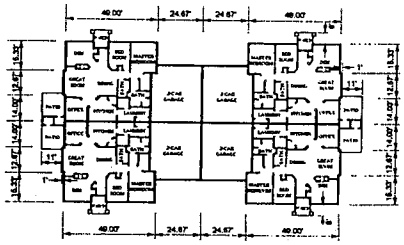


LEGEND
▲ P.K. NAIL FOUND
● 1" IRON PIPE FOUND

NOTE: All patios, porchs, walks, and portions of driveways and lawns are limited common elements.



FOUNDATION PLAN



FLOOR PLAN

NEW FRONTIER LAND SURVEYING, LLC
P.O. BOX 576 - BEAVER DAM, WI 53916-0576
PHONE: (920)885-3904 FAX: (920)885-3905

JOB NO: 04-0748C
SHEET 1 OF 1

STATUTORY RESERVE ACCOUNT STATEMENT

Document Number

Re: Country Club
Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for Country Club Condominium", dated the 27th day of August, 2005 and recorded the 25th day of October, 2005 in the Office of the Register of Deeds for Dodge County, Wisconsin, in (Reel)(Vol.)_____ of Records, at (Images) (Pages) 214 through 233, as Document No. 1057327 and by a Condominium Plat (hereinafter "Condominium").

The Condominium ~~(shall)~~ (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163~~, effective~~ _____, _____. This determination is made by the (Declarant) ~~(Association with the written consent of a majority of the Unit votes)~~.

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by: the annual budget for the Association which will include a line item for reserves. Additional expenditures, beyond such reserve, will be funded by contributions from Unit Owners.

Recording Area

Name and Return Address
Virginia M. Bartelt
Hurley, Burish & Milliken, S.C.
10 E. Doty Street, Suite 320
P.O. Box 1528
Madison, WI 53701-1528

016-0915-2821-002
Parcel Identification Number (PIN)

Dated this _____ day of _____, 2005.

* Alvin J. Schloesser
Title: Member

* _____
Title: _____

AUTHENTICATION

Signature(s) Alvin J. Schloesser _____

authenticated this _____ day of _____, 2005

* Virginia M. Bartelt
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Virginia M. Bartelt
Madison, Wisconsin
(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
_____ County.)

Personally came before me this _____ day of _____, _____, the above named _____ to me known to be the person _____ who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: _____, _____.)

*Names of persons signing in any capacity should be typed or printed below their signature.

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

COUNTRY CLUB CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

These Rules relating to the use of the common elements and units of Country Club Condominium Association, an unincorporated association (hereinafter referred to as the Association) are intended to enhance the general enjoyment of life at the Condominium. They supplement the provisions of Wisconsin law, the applicable municipal ordinances, the Declaration and Bylaws, all of which also regulate the use and enjoyment of the Condominium. They are designed to give unit owners the greatest degree of personal freedom consistent with the rights of others using the development. The Rules set forth below are adopted and may be amended by the Board of Directors of the Association.

A. General Use and Occupancy

1. Each of the units shall be occupied and used only as a residence by the respective owners thereof, their tenants, families, and guests and for no other purpose except as otherwise provided in the Declaration.

2. The common areas and facilities shall be used only for the purposes for which they are intended. The common areas and facilities shall not be obstructed, littered, defaced or misused in any manner.

3. No Unit Owner or occupant shall place, store or maintain objects of any kind in the stairways, walkways, grounds, or other common areas, except plants, temporary seasonal decorations, and property stored in specifically designated storage areas. Common walks, park areas and other common areas and facilities shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.

4. Every Unit Owner or occupant shall at all times keep his or her unit in a clean and sanitary condition.

5. Garbage and refuse shall be placed in containers or areas designated for the same by the Association.

6. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or the applicable municipality or adopted by the Association, Declaration, Bylaws or Rules and Regulations.

7. No Unit Owner shall permit any use of his or her Unit or any use of the Common Elements that will increase the cost of insurance upon the common property.

8. The use of the Unit and the undivided interest in the common areas and facilities appurtenant to such Unit shall be consistent with existing law and the Declaration of Condominium and the Association's Bylaws.

9. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners or occupants, or in such ways as to be injurious to the reputation of Country Club Condominium or the Association.

10. Children shall not play in the public passageways, stairways, or parking lots. Children under five (5) years of age shall not be left unattended in any of the common areas.

11. No Unit Owner shall sweep or throw from the premises any dirt or other substance into any of the corridors or halls, ventilators or elsewhere in the building or upon the grounds.

12. No bicycles, scooters, baby carriages, tricycles, carts or similar vehicles or toys, or other personal articles shall be allowed to stand in any of the common areas.

13. The greens and walkways in front of the entrances to the building shall not be obstructed or used for any purpose other than ingress to and egress from the building.

14. A Unit Owner or occupant shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of his or her unit, and no sign, awning, shutter or television or radio antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the Association.

15. Unit Owners shall install window coverings in all of their Units visible from the outside of the building, the liners or interior surfaces of which shall be off-white or beige in color so that the building will present a uniform exterior appearance.

16. Signs, advertisements, notices or other lettering exhibited outside of any individual Unit shall be undertaken only with the prior written consent of the Association. The right is reserved, however, by the Declarant or its agent or agents, to place "For Sale," or "For Rent" signs on any unsold or unoccupied Units.

17. No Unit Owner or occupant shall install or operate in the building any heating, air conditioning or other similar apparatus or equipment, or use any illumination other than electric lighting, or use or permit to be brought into the building any flammable oils or fluids such as: gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, or store any items or materials which have an offensive odor, without in each case, obtaining the written consent of the Association.

18. Unit Owners shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement of hereditament without first obtaining, in every such case, the consent of seventy-five percent (75%) in interest, of all the Unit Owners.

19. The Association shall have the right of access to any Unit in order to make any emergency repair which is necessary to protect any common areas or common element or any

contiguous Unit. In so far as practicable, a twenty-four (24) hour advance notice of any entry shall be given to the Unit Owner or occupant.

20. The Association may retain a passkey to the premises. No Unit Owner shall alter any lock or install a new lock or knocker on any door of the premises without written consent of the Association or the Association's agent. In case such consent is given, the Unit Owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the demised premises as provided in the Bylaws.

B. Parking and Parking Stalls

1. Use of any open parking area is limited to guests or as otherwise assigned by the Association. Notice of any violation of this rule will be given by the Board, and, if such a violation continues after notice, the cars will be towed off the premises at the expense of the offenders.

2. No vehicle belonging to a Unit Owner or to a member of the family or guest or employee of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to another Unit Owner's parking space. No vehicles shall be parked on areas other than designated off street parking areas or as otherwise assigned by the Association.

3. Parking areas shall not be used for any mechanical work on vehicles except in an emergency.

4. Junk vehicles and those without current license plates are prohibited and will be towed and stored at the owner's expense.

5. All garage spaces are to be used primarily for occupants' motor vehicles. Occupants are to use the garage and not contiguous streets or visitor parking for their vehicle parking.

6. Boats, trailers, motorcycles, bikes, trucks in excess of one ton capacity, campers, or any other recreational vehicles may be parked only in garages or unit driveway.

C. Pets

1. Unless prior written consent to the contrary is obtained from the Association, no Unit Owner or occupant of any Unit, or their guest or invitees, shall permit, keep, or harbor on the premises any animals, birds, reptiles, insects, or fish.

2. In the event a Unit Owner receives written permission to keep a pet, the following rules apply:

The Unit Owner shall immediately remove or cause to be removed from the premises his or her pet or the pet of any occupant of his or her Unit, or their guests or invitees, when such animal

emits excessive noise, such as in the case of dogs barking or howling, or the pet becomes a nuisance, as judged solely by the Directors of the Association. Further, each Unit Owner shall be responsible for the cleaning and removal of any waste from his or her animal, or the animal of any occupant of his or her Unit or their guests or invitees.

COUNTRY CLUB CONDOMINIUM
TOWN OF EMMET

RULES AND REGULATIONS

PART C PETS

Paragraph 2 will be changed as follows:

2. In the event a Unit Owner receives written permission to keep a pet, the following rules apply:

The Unit Owner may keep any pet weighing less than twenty pounds said Unit Owner may own at the time of purchasing a Unit, but in the event said pet dies, the Unit Owner cannot replace this pet with another pet, except with the Condo Association approval. Further, the Unit Owner shall immediately remove or cause to be removed from the premises his or her pet of any occupant of his or her Unit, or their guests or invitees, when such animal emits excessive noise, such as in the case of dogs barking or howling, or the pet becomes a nuisance, as judged solely by the Directors of the Association. Further, each Unit Owner shall be responsible for the cleaning up and removal of any waste from his or her animal, or the animal of any occupant of his or her Unit or their guests or invitees.

Jim & Sharon Greenwald

Pete & Lyla Westermeyer

Dave Pederson

Eli & Karen Crogan

COUNTRY CLUB CONDOMINIUM
TOWN OF EMMET

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6/26/07

Jim & Sharon Greenwald

Pete & Lyla Westermeyer

Dave Pederson

Eli & Karen Crogan