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DOC # 747239
REGISTER OF DEEDS
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PAGES: 35

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DECLARATION OF CONDOMINIUM OF CONDOMINIUMS ON THE GREEN

Document Number

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11211-1002.02
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DECLARATION OF CONDOMINIUM
OF
CONDOMINIUMS ON THE GREEN

THIS DECLARATION is made under and pursuant to the Wisconsin Condominium Ownership Act of the State of Wisconsin (hereinafter **"Act"**), Chapter 703, Wisconsin Statutes, by John O. Morschauser and Judith M. Morschauser (hereinafter referred to collectively as the **"Declarant"**).

ARTICLE I
STATEMENT OF PURPOSE

The purpose of this Declaration is to subject the property hereinafter described and the improvements that currently exist or are to be erected thereon (hereinafter collectively the **"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.

ARTICLE II
DESCRIPTION, NAME, RESTRICTIONS, AND DEFINITIONS

2.1 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on Exhibit "A" attached hereto (collectively the **"Property"**).

2.2 Name and Address. The name of the Condominium is Condominiums on the Green and has street addresses of 476-516 River Road, Columbus, Wisconsin.

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

A. General taxes and special assessments not yet due and payable.

B. Easements and rights in favor of gas, electric, telephone, water, sewer and other utilities and utility providers.

C. All encroachments, easements, covenants and restrictions of record affecting the Condominium, whether or not such encroachments are shown on the Condominium Plat, as such Condominium Plat may be amended from time-to-time.

D. All municipal, zoning, and building ordinances that affect or burden the Property.

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

F. The following specified matters:

1) Terms and conditions of the Warranty Deed to Revocable Living Trust as recorded in the Office of the Register of Deeds for Columbia County, Wisconsin as Document No. 375318.

2) Building and setback lines and easements as shown on Certified Survey Map # 4303.

3) Easement for Rural Electric Line as recorded in the Office of the Register of Deeds for Columbia County, Wisconsin in Volume 185 of Deeds at page 376.

4) Easement for Sanitary Sewer Line as recorded in the Office of the Register of Deeds for Columbia County, Wisconsin in Volume 28 of Miscellaneous at page 533 as Document No. 268999.

5) Right of Way Easement for Rural Electric Line as recorded in the Office of the Register of Deeds for Columbia County, Wisconsin in Volume 132 of Records at page 481 as Document No. 365704.

6) Terms and conditions of the undisclosed "Joe W. and Ruth S. Altschwager, Sr. Living Trust, dated August 20, 1998, and any amendments thereto."

7) Agreement between the City of Columbus, Columbia County, Wisconsin and John O. Morschauser and Judith M. Morschauser recorded June 13, 2005 in the Office of the Register of Deeds for Columbia County, Wisconsin as Document 730443.

2.4 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration. The term "Declarant", however, shall be broadly defined to mean, in addition, to the defined Declarant above, any successor-in-title to Declarant's interest in the Property described in Exhibit "A" and any other assignee or successor of Declarant, including, without limitation, (i) an assignee of Declarant's rights and obligations under Section 703.09(4) of the Act and (ii) following a foreclosure or deed in lieu of foreclosure, any mortgagee to whom Declarant's rights and interests hereunder have been pledged; provided, however, that such successor-in-title or such other assignee or successor, by instrument of assignment, acceptance and assumption executed by Declarant and recorded in the Office of the Register of Deeds of Columbia County, Wisconsin (i) accepts the assignment therein made by the Declarant of those rights and powers of Declarant contained in this Declaration, and (ii) assumes and agrees to be bound by and perform those obligations of Declarant contained in this Declaration with respect to all or such of those Units within the Condominium as may be legally described in any such instrument or assignment, acceptance, and assumption; provided, however, the agreement by the assignee to assume and be bound by the

obligations of the Declarant may be prospective only, and limited to the obligations of Declarant arising on or after the date the assignee records its assignment, acceptance and assumption agreement. If, for any reason, the Declarant ceases to exist as a legal entity, then the powers, rights, duties, and obligations of such Declarant, as provided in this Declaration, shall be exercised and discharged by such Declarant's member(s), or designee(s).

2.5 General Description of Condominium. The Condominium shall consist of eleven (11) buildings, containing a maximum of forty-four (44) residential units if Declarant exercises all expansion rights (the **"Residential Units"** or the **"Units"**), together with driveways, pedestrian walkways, surface parking areas, garages and land. Twenty-four (24) Residential Units are created by this Declaration at this time. The ground and buildings shall be used for residential uses. A Condominium Plat showing the land and building is attached hereto as Exhibit "B" incorporated herein by reference (the **"Plat"** or **"Condominium Plat"**). The expansion area of the Condominium is described in Article XIX, below. The partitioning, fixtures, attachments and decorations within each Unit will be determined from time-to-time by each Unit Owner, subject to restrictions contained in this Declaration, the By-Laws and any Rules and Regulations (the **"Rules"**) adopted by the Condominiums on the Green Condominium Association, Inc., a Wisconsin non-profit, non-stock corporation formed by for the purposes set forth herein and in the By-Laws and Rules (hereinafter the **"Association"**), and in any and all amendments and modifications thereto as adopted by the Association from time-to-time.

2.6 Limited Warranty by Declarant as to Units, Common Elements and Limited Common Elements. This Section contains a limited warranty by Declarant as to the Units, Common Elements and Limited Common Elements of the Condominium. The Declarant is also the builder of the Condominiums, and gives this warranty to each Unit Owner purchasing a Unit from Declarant, as to Units, and to the Association, as to Common Elements and Limited Common Elements in lieu, of any and all other warranties.

Declarant guarantees the work performed by Declarant and its subcontractors on each Unit and on the Condominium Common Elements and Limited Common Elements against defects in materials or workmanship for a period of one (1) year beginning on (i) with respect to a Unit, the date on which a Unit Owner closes on the Unit in question; or (ii) with respect to the Common Elements and Limited Common Elements, the date on which the Declarant substantially completes the Common Element or Limited Common Element in question. If the term of a manufacturer's written warranty exceeds one (1) year, then the Unit Owner or the Association, as the case may be, shall have the benefit of the longer warranty, which shall be appropriately assigned by Declarant. Declarant's warranty extends to materials used in the building of the Condominium except materials specifically selected and installed by a Unit Owner. All appliances, fixtures, equipment and materials, subject to the above exceptions, shall be warranted for one (1) year to be free from defects commencing on the dates described above.

The Declarant will repair, replace or pay a Unit Owner the reasonable cost of repairing or replacing defective items covered by this Warranty. The choice between repair, replacement or payment rests solely with the Declarant. Repairs, replacements, or payments by Declarant shall extend the term of this Warranty. Any repairs, replacements or payments by Declarant for items which are covered by insurance will entitle the Declarant to an assignment of the insurance proceeds to the extent of the cost to the Declarant of such repair, replacement or payment.

This Warranty does not extend to consequential damages and is given in lieu of all other warranties, express or implied, unless prohibited by the laws of the State of Wisconsin.

This Warranty does not extend to damage caused or made worse by the negligence, improper maintenance or improper operation by anyone other than Declarant, its agents, or subcontractors; failure by anyone other than Declarant, its agents or subcontractors, to comply with manufacturer's warranty requirements on any materials installed or used in the construction of the home; failure to give notice of the defect to the Declarant. Normal wear and tear, normal deterioration, insect damage, loss or damage resulting from accidents (not caused by Declarant, its agents or subcontractors) or damages caused by force majeure, are not covered by this Warranty. The Unit Owner agrees to submit to the Declarant, in writing, any request for adjustments, repairs or replacements during the warranty period and the Declarant agrees to promptly take care of such adjustments, repairs or replacements.

During the first thirty (30) days after occupancy, a Unit Owner shall submit a written list of any defects or incomplete items (commonly referred to as a "punchlist item") which Declarant will take care of as they are reported to Declarant.

This Warranty is given in lieu of any and all other express or implied warranties between the Declarant and a Unit Owner or the Association.

ARTICLE III
UNITS

3.1 Definition. "Unit" shall mean a part of the Condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed space located on one or more floors (or parts thereof) in a building. Spaces forming a Unit may be non-contiguous, as more particularly described and depicted in the Condominium Plat.

3.2 Boundaries of Units. A Unit in the Condominium shall include one (1) or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom, located within the boundaries described below (except as otherwise provided herein):

A. The exterior boundaries of the cubicles that constitute the Units shall be the vertical or horizontal planes, the elevations of which coincide with and include the following: (i) for the walls, the innermost plane of the unfinished drywall, plaster, or other material affixed to the masonry or stud walls, but including the finished surface of the drywall, plaster or other material affixed to the masonry or stud walls; (ii) for the floor, the uppermost plane of the concrete floor or wood subfloor; and (iii) for the ceiling, the lowermost plane of the drywall, plaster or other material that constitutes the unfinished structural ceiling, excluding the drywall, plaster or other material affixed to the structural portion of the ceiling. The foregoing boundaries extended to the intersection with each other shall constitute the Units as shown on Exhibit "B". It is intended that the surface of each plane described above (be it tiled, papered, paneled, painted, carpeted or otherwise covered) is included as a part of each defined Unit. However, the studs and drywall of Unit boundary walls are not a part of each defined Unit. Included within the Unit shall be all doors, with the exception of exterior doors and the doors to common hallways which shall be Limited Common Elements as defined below. In the case of a Unit with more than one (1) floor level, the boundaries delineated above shall apply to each of said floor levels and shall include all stairways and stairwells situated therein. Included within each Unit shall be all interior partition walls (including the studs and drywall for such interior partition walls) not shared with any other Unit and interior doors.

In addition, a Unit shall include any and all appliances and other fixtures contained within or serving each Unit, whether they are inside or outside the defined cubicle of air, including, without limitation:

1) Interior lights and light fixtures, including the wiring therefore.

2) Cabinets.

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

4) All telephone, telefax, cable television, computer, internet, stereo or other sound system, if any, including all wiring, outlets, switches, hardware and other appurtenances serving them.

5) All plumbing fixtures, hot water heaters, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixtures and water or sewage lines serving more than one (1) Unit.

6) The heating, ventilating and air conditioning system, including the control mechanisms, all vents and related appurtenances from the Unit to the exterior of the Condominium, including vents for the furnace, clothes dryer, rangehood, all other exhaust fans, and such other vents appurtenant to each Unit and all connections thereto serving each Unit.

Specifically not included as part of the Unit, even if located within the cubicle or cubicles of air comprising the Unit, are (i) windows and skylights; (ii) structural components of each building; and (iii) any portion of the plumbing, electrical or mechanical systems of the buildings serving more than one (1) Unit.

3.3 Legal Description. Units shall be identified by the number or other designation as specified on the Plat, which plat shall be recorded contemporaneously with this Declaration. A copy of the Plat is attached hereto as Exhibit "B."

ARTICLE IV
COMMON ELEMENTS

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

4.2 Description. The Condominium Common Elements are the following:

A. The Property described in Exhibit "A".

B. The yards, building areas and pedestrian walkways situated on the Property described in Exhibit "A."

C. Structural walls and walls separating more than one (1) Unit, and all roofs.

D. Any mechanical or utility mechanism, connection or service that serves more than one (1) Unit.

E. Any other portion of the improvements to the land described in Exhibit "A" which is not included within the boundary of a Unit as described above. All detention ponds and related facilities, and all easement areas and other, similar common facilities, shall be deemed Common Elements.

4.3 Use. Except as otherwise provided herein, and subject to the By-Laws of the Association, as hereinafter defined, and the Rules adopted by the Association from time-to-time, the Common Elements may be used by the Unit Owners for the purposes for which they were intended. The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the By-Laws of the Association and the Rules adopted pursuant thereto.

4.4 Ownership. There shall be appurtenant to the Units an undivided interest in the Common Elements in the percentages specified in Exhibit "C" attached hereto.

ARTICLE V
LIMITED COMMON ELEMENTS

5.1 Definition. "Limited Common Elements" shall mean those Common Elements identified in this Declaration as reserved for the exclusive use of one or more of the Units.

5.2 Description. The Condominium Limited Common Elements are the following:

A. Patios and balconies attached to, leading directly to or from, or adjacent to each Unit.

B. The driveways shown in the Plat as a Limited Common Element for the benefit of a Unit.

5.3 Use; Maintenance. Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner who has the exclusive use of such Limited Common Elements, except that no use may occur which could damage the structure of any building or otherwise cause harm to the Condominium, as adopted or amended from time-to-time. In addition, maintenance, repair and replacement of the Limited Common Elements shall be the responsibility of the Unit Owner to whose use the Limited Common Element is limited, except for that portion of the Limited Common Elements that are a part of the exterior of the structure comprising the Condominium or otherwise visible to other Unit Owners or the general public (including (i) all exterior doors; (ii) all water repelling membranes and pavers on any terrace located in the Condominium and the pavers on any balconies and decks located in the Condominium; (iii) windows and skylights serving each Unit; (iv) the mailbox serving, and reserved for the exclusive use of, each Unit; and (v) all driveways appurtenant to a Unit) shall be the responsibility of the Association, the cost of which shall be a Common Expense as set forth in Article XIV below. Improvements to Limited Common Elements, as contemplated by Section 703.13(5m) of the Act, are hereby prohibited, and any improvements to the Limited Common Elements shall be governed strictly by the terms and conditions of this Declaration. Notwithstanding the foregoing or anything else set forth herein, driveways which are Limited Common Elements by virtue of the provisions of Section 5.2(B), above, may only be used for the parking of motor vehicles by the Unit Owner to whose Unit the driveway is appurtenant, and no Unit Owner may rent, lease or make any other use of the driveway made appurtenant to the Unit, except that if such Unit is rented in accordance with the terms of this Declaration, the By-Laws of the Association and the Rules, then such rental may include the use of said driveway.

ARTICLE VI
USES

6.1 The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for residential occupancy only and shall not be used for any other purpose.

6.2 Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements, and Common Elements shall comply with any and all applicable ordinances, laws, rules or regulations and any other restrictions as contained in the Association's Articles of Incorporation, By-Laws and the Rules adopted by the Association.

6.3 No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by the other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would materially increase the insurance rates of the Condominium Association or of Declarant.

6.4 Any and all attorney fees and other expenses incurred by the Association in the enforcement of Article VI shall be reimbursed by the Unit Owner in violation thereof and may be assessed against such Unit Owner's Unit.

ARTICLE VII
UNIT OWNER

"Unit Owner" shall mean a person, combination of persons, partnership, or corporation, who or which 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 document, "Unit Owner" shall mean the land contract purchaser.

ARTICLE VIII
ASSOCIATION

8.1 Definition. "Association" shall be as defined in Section 2.5, above.

8.2 Duties and Obligations. All Unit Owners shall be members of the Association and subject to its Articles of Incorporation, By-Laws, and the Rules adopted by it from time-to-time for the use and management of the Condominium.

8.3 Voting. The Owner of each Unit shall be entitled to one (1) vote in the Association, subject however, to suspension as provided herein. Even if a Unit is owned by more than one (1) person, the Unit must cast its vote or votes as a whole. No fractional voting will be allowed or considered. 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 Columbia County Register of Deeds office.

8.4 Declarant Control. Except as otherwise provided in Section 703.15(2)(d), Wisconsin Statutes, or as amended, Declarant reserves the right to appoint and remove officers of the Association or to exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or its officers (hereinafter **"Declarant Control"**). The period of Declarant Control shall continue until the earlier of either of the following to occur: (i) the expiration of ten (10) years from the date the first Unit is conveyed to a person other than Declarant; or (ii) the expiration of thirty (30) days after the conveyance of seventy-five (75%) percent of the Common Element interest, as set forth in Exhibit "C", to purchasers. 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 and receive easements, (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by the Declarant on behalf of the Association, with Declarant or an affiliate of Declarant only, 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 or other penalty upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease or easement, the termination of which would terminate the Condominium.

8.5 Termination of Control. Upon termination of the above-specified period of Declarant Control, 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 need not be a Unit Owner, of the Association's Board of Directors (**"Board"**) until all Units have been conveyed to Unit Owners (other than Declarant) in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefore); (ii) to conduct promotional and sales activities using unsold Units and both Limited Common Elements and 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 (iii) 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. Declarant shall also have the right during the period of Declarant

Control 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.

8.6 Declarant Responsibilities for Records. During the period of Declarant Control, the Declarant shall be responsible for creating and maintaining the financial and operational records of the Association and shall turn the records over to the Board upon termination of the period of Declarant Control. During the period of Declarant Control, and for one (1) year thereafter, upon written request to the Association by at least six (6) Unit Owners, not including Units owned by the Declarant, the Association shall arrange for an independent audit of the Association's financial records at the Association's expense. The cost of any audit requested within thirty-six (36) months after the completion of a previous audit shall be paid for by the requesting Unit Owners.

ARTICLE IX
REPAIRS AND MAINTENANCE

9.1 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance and repair and replacement of his, her, its or their Unit.

9.2 Limited Common Elements. With the exception of that portion of the Limited Common Elements that are a part of the exterior of the structure comprising the Condominium or otherwise visible to other Unit Owners or the general public including (i) all exterior doors; (ii) all water repelling membranes; (iii) windows and skylights serving any Unit; (iv) the mailbox serving, and reserved for the exclusive use of, each Unit; (v) driveways; each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, replacement, general cleanliness, and presentability of the Limited Common Elements which use is reserved to the Unit or Units. Snow removal from driveways is a common expense of the Association.

9.3 Common Elements. Except as provided in Section 9.2 hereof, the Association shall be responsible for the maintenance, repair, replacement, general cleanliness and presentability of the Common Elements.

9.4 Entry by Association. Provided that twenty-four (24) hours prior notice is given, duly authorized officials or agents of the Association may enter any Unit or Limited Common Element(s) or both at reasonable times and under reasonable conditions when, in the opinion of the said authorized officials or agents, entry is necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. The 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. Notwithstanding the foregoing, in the event of an emergency, the twenty-four (24) hour notice requirement shall not apply, although, prior notice to the Unit Owner shall be attempted.

ARTICLE X
UNIT ALTERATIONS

10.1 Within Unit.

A. A Unit Owner may make improvements or alterations within his, her, its or their Unit; provided, however, that (i) such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium; (ii) such improvements or alterations shall not impair any easement; (iii) such improvements or alterations shall be made pursuant to plans and specifications, approved in writing by the Association, which written approval the Association shall not unreasonably withhold (the Association shall have the power and authority to make rules and regulations setting forth standards for the improvement or alteration of a Unit); and (iv) such improvements or alterations shall not create a nuisance substantially affecting the use and enjoyment of other Units in the Condominium or the Common Elements, including but not limited to the transmission of sound between Units. In the event plans and specifications for improvements and alterations within a Unit are provided to the Association as required by this Section 10.1(A), and such plans and specifications comply with terms and conditions of Sections 10.1(A)(i), 10.1(A)(ii) and 10.1(A)(iv) hereof, and the Association fails to approve or disapprove such plans and specifications within forty-five (45) days of receipt thereof, such plans and specifications shall be deemed approved, and the Unit Owner shall be permitted to undertake and complete the improvements or alterations contemplated by such plans and specifications. In the event the Association withholds approval of a proposed improvement or alteration of Unit, such disapproval shall be in writing and shall state, with specificity, the exact reasons the Association disapproved such plans and specifications. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements (including Limited Common Elements) without obtaining the prior written permission of the Board, which permission may be denied in the sole discretion of the Board. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by the recording of a modification to the Condominium Declaration and Plat before it shall be effective and must comply with the then-legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contact, or similar security interest.

B. A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of any intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may in whole or in part be a Common Element, provided that those acts do not impair the structural 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. The creation of doorways or other apertures is not deemed an alteration of boundaries.

10.2 Relocation of Boundaries.

A. If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners shall prepare and execute appropriate instruments, as required by Section 703.13(6) of the Act.

B. An amendment to the Declaration and Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. The amendment to the Declaration shall also state the reallocation of the aggregate undivided interest in the Common Elements appertaining to the Units. If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect in the Columbia County Register of Deeds Office.

C. Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6) of the Act, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

D. After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded in the Columbia County Register of Deeds office. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium instruments.

10.3 Separation of Units.

A. A Unit may be separated into two (2) or more Units upon compliance with the provisions of this section, provided that the Board approves (which approval may be denied in the sole discretion of the Board). The Association's President, upon written application of a Unit Owner proposing the separation of a Unit (hereinafter the **"Separator"**) and after thirty (30) days' written notice to the other Unit Owners shall promptly present the matter to the Board. If approved, the President of the Association shall promptly prepare and execute appropriate instruments under this section. An amendment or addendum to the Condominium instruments shall assign a new identifying number to each new Unit created by the separation of a Unit, shall allocate to those Units, on a reasonable basis acceptable to the Separator and the other Unit Owners, all of the undivided interest in the Common Elements and rights to use the Limited Common Elements. The vote in the Association formerly appertaining to the separated Unit will be allocated among the resulting Units. For this purpose, a fractional vote shall be permitted.

B. Plats and plans showing the boundaries and dimensions separating the new Units together with their new boundaries and their new identifying numbers shall

be prepared. The plat and plans shall be certified as to their accuracy and compliance with Subsection 703.13(7) of the Act, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

C. After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Separator upon payment by him, her or it of all reasonable costs for their preparation. Those instruments are effective when the Separator has executed them and they are recorded in the Columbia County Register of Deeds office. The recording of the instruments shall be conclusive evidence that the separation did not violate any restrictions or limitations specified by the Condominium instruments and that any reallocations were reasonable.

10.4 Merger of Units.

A. Two (2) or more Units may be merged into one (1) Unit upon compliance with the provisions of this section, provided that the Board approves (which approval shall not be unreasonably withheld by the Board). The Association's President, upon written application of a Unit Owner proposing the merger of the Units (hereinafter the **"Merger"**) and after thirty (30) days' written notice to the other Unit Owners shall promptly present the matter to the Board. If approved, the President of the Association shall promptly prepare and execute appropriate instruments under this section. An amendment or addendum to the Condominium instruments shall assign a new identifying number to the merged Unit created hereby, shall allocate to the merged Unit, on a reasonable basis acceptable to the Merger and the other Unit Owners, all of the undivided interest in the Common Elements and rights to use the Limited Common Elements. The vote in the Association formerly appertaining to the merged Units will be consolidated in the resulting merged Unit. The amendment shall reflect a proportionate allocation to the new Unit of the liability for Common Expenses and right to common surpluses formally appertaining to the merged Units.

B. Plats and plans showing the boundaries and dimensions merging the Units together with their new boundaries and their new identifying numbers shall be prepared. The plat and plans shall be certified as to their accuracy and compliance with Subsection 703.13(8) of the Act, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

C. After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Merger upon payment by him, her or it of all reasonable costs for their preparation. Those instruments are effective when the Merger has executed them and they are recorded in the Columbia County Register of Deeds Office. The recording of the instruments shall be conclusive evidence that the merger did not violate any restrictions or limitations specified by the Condominium instruments and that any reallocations were reasonable.

10.5 Expenses. All expenses involved in any improvements, separations, mergers or alterations approved by the Association or permitted under this Article,

whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a special assessment to the affected Unit or Units.

ARTICLE XI
INSURANCE

11.1 Property Insurance. The Association shall obtain and maintain insurance for the Units, Limited Common Elements and Common Elements on an "all risk basis" for an amount not less than the full replacement value of the insured property. For purposes of this paragraph, "insured property" shall include all elements of the buildings constituting the Condominium, including without limitation, all interior finishes, built-in cabinets, plumbing fixtures, heating, ventilating and air conditioning equipment, partition walls and floor coverings. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. 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.

11.2 Liability Insurance. The Association shall maintain general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable. The policies may, at the discretion of the Board, include standard coverage for the errors and omissions of Association directors and officers. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. Such policies shall also contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or any Unit Owners, their tenants or visitors.

11.3 Fidelity Insurance. If the Board affirmatively elects, 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 the named insured, and the insurance shall be in an amount of not less than fifty (50%) percent of the Association's annual operating expenses and reserves.

11.4 Administration. Any and all premiums associated with the insurance purchased by the Association shall be a Common Expense. 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 insurance carriers licensed or permitted to do business in the State of Wisconsin.

11.5 Unit Owner's Insurance. Each Unit Owner shall maintain property insurance for the contents, additions and alterations contained within his, her, its or their Unit on an all-risk basis for an amount not less than the full replacement value of the insured property. For the purpose of this paragraph, "insured property" shall mean additions and alterations made to the interior of a Unit by a Unit Owner after the Completion Date, as well as contents which each Unit Owner may elect to insure. The

Unit Owner shall be the named insured and the Association shall be named as an additional insured. Each Unit Owner shall also maintain comprehensive general liability coverage at a single limit of not less than One Hundred Thousand ($100,000.00) Dollars per incident or such other limits as the Board may, from time-to-time, prescribe. Unit Owners shall, upon request, provide the Association with certificates of insurance evidencing the required coverage. All policies must be issued by insurance carriers acceptable to the Association and licensed to do business in the State of Wisconsin. The Association's approval shall not be unreasonably withheld.

11.6 Disbursement. Insurance proceeds shall first be disbursed by the Association for the repair or restoration of the damaged Units, Limited Common Elements, and Common Elements, and 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 of law has ordered partition of the Condominium property, and the same can be legally accomplished under appropriate municipal ordinances and State law, or there is a surplus of insurance proceeds after the Common Elements, Limited Common Elements, and Units, have been completely repaired or restored.

11.7 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 XII
REPAIR OR RECONSTRUCTION

In the event the Condominium is damaged or destroyed, in whole or in part, the Association shall promptly undertake to repair or reconstruct the damaged portion of the Condominium to its former condition unless, by the affirmative vote of Unit Owners representing at least seventy-five (75%) percent of the votes in the Association as set forth on Exhibit "C," as amended from time-to-time, and their first Mortgagees, a contrary decision is made. Upon reconstruction, the Association may vary the design, plan, and specifications of the Condominium from that of the original; provided, however, the number of square feet for any Unit may not vary by more than five (5%) percent from the number of square feet for such Unit existing immediately prior to the damage or destruction (unless Unit Owners owning at least eighty (80%) percent of the Units agree otherwise); and provided, further, the location and floor plan of the buildings and Units therein shall be substantially the same as they were prior to the damage. In the event of any variance, an amendment to the Declaration and an addendum to the Condominium Plat shall be recorded. 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.

ARTICLE XIII
EMINENT DOMAIN

In the event of a taking of all or any portion of the Common Elements under the power of eminent domain, the provisions of Sections 703.19 and 703.195, of the Act, shall control; provided, however, the affirmative vote of at least fifty-one (51%) percent of the first Mortgagees, calculated on a per-Unit basis, shall also be required in order to partition the Condominium; and provided, further, if Common or Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

ARTICLE XIV
COMMON EXPENSES

14.1 Liability of Unit Owners, Annual Budget and Statutory Reserve Account.

A. Liability of Unit Owners. Each Unit Owner, excluding the Declarant during the period of Declarant Control, shall be liable for the share of expenses of the Association assessed against such Owner's Unit, including an assessment coming due during the pendency of any claim by a Unit Owner against the Association or during any period in which the Unit is not occupied by the Unit Owner or in which the Unit is leased or rented to another person. These expenses (**"Common Expenses"**) shall be allocated among the Units in the percentages specified in Exhibit "C" attached hereto, except that charges may be specifically allocated to particular Units by the Board, or by separate agreement among the Unit Owners, based on the benefit to the Unit Owner of the cost or expense involved or on the usage, fault or negligence or other factors affecting the deterioration or damage of or to Units, Common Elements, or Limited Common Elements as to which the Association may have responsibility. During the period of Declarant Control, the Board may not make any allocation or assessment under this Section 14.1 that would (i) have the effect of benefiting the Declarant at the expense of Unit Owners other than the Declarant or (ii) not be in compliance with the terms and conditions of Section 703.16(2)(b) of the Act. During the period of Declarant Control, Units owned by the Declarant will be exempt from assessments for Common Expenses until sold. However, the total amount assessed against Units that are not exempt from assessment may not exceed the amount that equals the non-exempt Units budgeted share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget. The Declarant shall be liable for the balance of the actual Common Expenses not paid by Unit Owners pursuant to the terms of this Declaration and this section, but not for the budgeted amount of the assessment that would have been attributable to the Unit had it not been owned by the Declarant during the period of Declarant Control.

B. Statutory Reserve Account. Pursuant to the authority granted to the Declarant under Section 703.163(3)(c) of the Act, the Declarant hereby elects not to establish a statutory reserve account (**"Statutory Reserve Account"**), as the term "Statutory Reserve Account" is defined in Section 703.163(1)(b) of the Act. The Declarant

is hereby authorized to execute and record a Statutory Reserve Account Statement, as required by Section 703.163(11) of the Act. Nothing herein shall prohibit the Declarant, or the Association, from making a later determination to establish a Statutory Reserve Account pursuant to the procedures set forth in Section 703.163 of the Act. Replacements and repairs to Common Areas and Limited Common Areas are intended to be funded by monies collected from general and special assessments for such purposes.

C. Annual Budget. The Association, annually, shall adopt and distribute to all Unit Owners, an annual budget setting forth the following:

1) All anticipated Common Expenses and any amounts to be allocated to the Statutory Reserve Account, if any, and to any other funds for future expenditures.

2) The amount and purpose of any other anticipated Association expenditure.

3) Any common surpluses.

4) The amount and source of any income, other than assessments of the Unit Owners.

5) The aggregate amount of any assessment to be levied against Unit Owners and the purpose of the assessments.

D. Definition of Assessments. For purposes of this Declaration, the term **"Assessments"** shall mean regular and special assessments for Common Expenses and charges, fines or assessments against specific Units or Unit Owners for damages to the Condominium or for penalties for violations of the Act, this Declaration or the Association's by-laws or rules and regulations, as adopted or amended from time-to-time.

14.2 Enforcement. The assessments for Common Expenses, together with such interest as the Association may impose pursuant to the By-Laws for delinquencies and the costs of collection and reasonable attorneys' fees, constitute a lien on the Units against which they are assessed, except as otherwise provided in Section 14.5 below. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165 of the Act.

14.3 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.165 of the Act, has been filed against a Unit, the Association may, upon notice to the Unit Owner, suspend the voting rights of the delinquent Unit Owner.

14.4 Unit Sale; Reserve Fund. 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. The Association may establish a reserve fund to be used by the Association for capital improvements, repairs or extraordinary expenses, as the Board shall determine.

14.5 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. Such lien shall be subordinate to any first (1st) priority mortgage, as described in the Act. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney's fees. The lien may be recorded in the Columbia County Clerk of Court's 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 by disclaiming use of the Common Elements. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, the Unit Owner shall pay the 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 or between Unit Owners, the Association, the Declarant, or combination thereof. Rather, the Unit Owner shall timely pay all assessments pending resolution of any dispute. Foreclosure of a lien on a Unit shall include foreclosure of the rights appurtenant to the Unit to use the Common Elements and Limited Common Elements.

14.6 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 Board, which budget shall include a reserve fund for extraordinary maintenance and replacement items. 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 Board may determine.

14.7 Negligence of Owner. If, due to the negligent or intentional act or omission of a Unit Owner, or a member of a Unit Owner's family or household pet, or of or to a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Association.

ARTICLE XV
AMENDMENTS

15.1 Generally. Except as otherwise provided herein, this Declaration may only be amended with the written consent of at least two-thirds of the aggregate of the votes established and set forth in Section 8.3 hereof; provided, however, no such amendment may substantially impair the security of any mortgagee. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender, or equivalent security holder, or the person servicing the first mortgage loan or its equivalent, on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder, for purposes hereof. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents and approvals were duly obtained and received, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Columbia County Register of Deeds Office as required by statute. In addition to the foregoing described procedure for amending this Declaration, this Declaration may also be amended by the Association, pursuant to the alternative amendment procedure contained in Section 703.093 of the Act. Notwithstanding anything else stated in this Declaration, the Declarant reserves the right, in the use of the Declarant's sole discretion, to amend this Declaration and the Condominium Plat, without the consent of any Unit Owner, the mortgagee, or land contract vendor of any Unit, or the Association, for the sole purpose of documenting any changes in the Condominium or any Units, Common Elements or Limited Common Elements as actually constructed or improved, from that described in this Declaration and in the Condominium Plat. To the extent the consent of any such party is required by law or otherwise, all such parties, by accepting title to a Unit in the Condominium, or taking a security interest therein (including a mortgage or a land contract), hereby appoint the Declarant as such party's attorney-in-fact to execute any such amendment to this Declaration and the Condominium Plat.

ARTICLE XVI
NOTICES

The person to receive service of process for the Condominium or the Association shall be John O. Morschauser, 1354 Burve Road, Deerfield, Wisconsin 53531, or such other person as may be designated from time-to-time by the Association, which designation shall be filed with the office of the Wisconsin Department of Financial Institutions.

ARTICLE XVII
REMEDIES

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, the Association's By-Laws, the Articles of Incorporation or with any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages

caused by such 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 and no/100ths ($100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all reasonable attorneys' 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 XVIII
EASEMENTS

Easements are reserved over, through, across and underneath the Units, Limited Common Elements and Common Elements for ingress and egress and for the presence, installation, maintenance, repair and replacement of present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm water drainage pipes, electrical wires, television wires, computer cables, telephone and internet access wires or cables, security wires, street lights, traffic signals and signs, appurtenances thereto and the like, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant, the Association and the Unit Owners and their contractors or agents. Easements for ingress and egress are reserved to the Association and Unit Owners in, over, across 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 or Unit Owner hereunder. The Association or Unit Owner, as the case may be, shall be responsible for any damage resulting from the use of such easements. Any Unit Owner who owns a Unit adjacent to another Unit or Units shall have an easement for access to such adjacent Unit or Units for the purposes of installing, maintaining, placing, plumbing electrical and other utility services serving such Unit. Easements for decoration are reserved to Unit Owners over and into the surfaces of the Common Elements, provided such use does not impair the structural integrity of the Condominium.

ARTICLE XIX
EXPANSION OF CONDOMINIUM

19.1 Expansion of Condominium. Declarant reserves the right to expand the Condominium as permitted by Wisconsin Statute Section 703.26 by subjecting additional property to this Declaration and by reallocating the respective percentage of undivided interests and obligations in the Common Elements as set forth in Exhibit "C" hereof. As to these future phases, Declarant reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium. The addition of property subjected to this Declaration and the reallocation of interests may be accomplished by the recording of amendments to this Declaration, for which purpose it shall be sufficient to

record amended Exhibits "A", "A-1", "B" and "C", and addendums to the Condominium Plat. The property which may be added to the Condominium under this reservation of right to expand is described in attached Exhibits "A-1" and "B". The maximum number of Units which may be added to the Condominium is twenty (20) Units. If all Units described in this paragraph were to be added, there would be a total number of 44 Units in the Condominium. Each new Unit shall have one (1) vote in the Association. The reallocation of percentage interests, as currently set forth in Exhibit "C" shall be based on a formula stated as a percentage, the numerator of which shall be the number one (1) and the denominator of which shall be the total number of all Units in the Condominium as expanded, as shown on Exhibit "C-1," attached hereto and incorporated herein by reference.

The right to expand the Condominium and to amend the Declaration and Condominium Plat for this purpose is reserved for a period ending ten (10) years from the date of recording this Declaration, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply (**"Expansion Expiration Date"**). In the event all or any portion of the land described in Exhibit "A-1" has not been included in the Condominium by means of an Amendment to the Declaration as herein provided by the Expansion Expiration Date (or by an extended date, if an amendment to such effect is adopted by the Association and approved by the Declarant), then the reservation herein provided as to such portion shall cease and terminate with no action necessary on the part of the Unit Owners, the Association, or Declarant, its successors or assigns. In addition, Declarant may terminate this reservation on the land described in Exhibit "A-1" by executing and recording an instrument to that effect with the Columbia County Register of Deeds.

ARTICLE XX
GENERAL

20.1 Internet Access; Utilities. Each Unit Owner shall pay for his, her or its cable television, telephone, internet access, electrical, gas, and other utility services which are separately metered or billed to each user by the respective utility company provider. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses except as may be otherwise provided under Section 14.1 hereof.

20.2 Encroachments. If any portion of a Unit, Limited Common Element, or Common Element encroaches upon another, an easement for the encroachment and for 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 to the Units, Limited Common Elements, or Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

20.3 Pet Rules and Regulations. Pets shall be permitted, but shall be strictly subject to rules and regulations adopted by the Board from time-to-time, in the use of the Board's sole discretion. Variances may be granted by the Board pursuant to procedures adopted by the Board. In addition, the Board shall have the authority to order an

otherwise permitted pet to be removed from the Condominium, if such pet constitutes or becomes a nuisance to other Unit Owners, as determined by the Board in the use of its sole discretion.

20.4 Invalidity of a Provision. If any of the provisions of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, 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.

20.5 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, the By-Laws, or any rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

20.6 Lease of Units.

A. Definitions. The following terms, as used in this Section 20.6, shall have the following definitions:

1) "Condominium Instruments" means this Declaration, the Plat and the Association's Articles of Incorporation, by-laws and any rules and regulations adopted by the Association, from time-to-time.

2) "Occupancy Agreement" means any lease or other agreement for the use or other occupancy of a Unit by and between a Unit Owner and a person (whether one or more) or entity, which person or entity is not a Unit Owner.

3) "Occupant" means any person or entity that uses or occupies a Unit pursuant to an Occupancy Agreement.

B. Statement of Purpose. A Unit Owner shall be permitted to enter into an Occupancy Agreement for all or a portion of the Unit Owner's Unit, provided the Unit Owner and Occupant (i) comply with all of the terms and conditions of this Section 20.6. In order to promote owner-occupancy of Units in the Condominium and to preserve preferred financing options for Unit Owners, the Association shall have the power and authority to make rules and regulations limiting the total number of Units in the Condominium that may be leased pursuant to Occupancy Agreements or otherwise.

C. Occupancy Agreements Must Be In Writing. All Occupancy Agreements must, without exception, be in writing.

D. Compliance with Condominium Instruments. The Occupancy Agreement shall provide that by entering into an Occupancy Agreement for a Unit in the Condominium, the Occupant acknowledges receipt of, and agrees to be bound by and observe, all of the terms and conditions of the Condominium Instruments.

E. Term Limits. The term of the Occupancy Agreement may not exceed twelve (12) months in duration, unless a greater term is approved in writing by the Board.

F. Use Restrictions. Use of the Unit by the Occupant shall comply with all of the terms, conditions and restrictions of the Condominium Instruments.

G. Default. A violation of any term or condition of the Condominium Instruments by the Occupant shall constitute a violation of the Occupancy Agreement, and the Unit Owner is required to take appropriate action for a violation of the Condominium Instruments or Occupancy Agreement, including, without limitation, termination of the Occupant's Occupancy Agreement and eviction of the Occupant.

H. Agreement Must Be Approved By and Filed With the Association. An Occupancy Agreement is not valid or binding on the Unit Owner, Occupant or the Association, until such time as the Occupancy Agreement is approved, in writing, by the Association. The Association's approval shall be based upon the Occupancy Agreement's compliance with the terms and conditions of the Condominium Instruments. A copy of the Occupancy Agreement, executed by the Unit Owner and Occupant, must be filed with the Association within five (5) business days after written approval thereof by the Association.

I. Liability for Violation by Occupant. If an Occupant commits any violation of the Condominium Instruments or Occupancy Agreement, which violation results in an Assessment imposed by the Association, the Occupant shall be directly liable to the Association for such Assessment. Any such Assessment shall be paid by the Occupant to the Association within ten (10) of the date of such Assessment. The Association shall provide concurrent written notice to the Unit Owner, of any notice to the Occupant hereunder. The Unit Owner acknowledges and agrees that the Unit Owner shall be responsible for the payment of any Assessment imposed by the Association against the Occupant, which the Occupant does not pay within such ten (10) day period. The Unit Owner shall pay such Assessment to the Association, within five (5) days after the date the Unit Owner receives notice from the Association that the Occupant has not paid such Assessment within the time allotted to the Occupant hereunder.

J. Notifications to Unit Owner or Occupant. Any and all notices given by the Association to the Unit Owner and Occupant pursuant to this Section 20.6 shall be deemed received by the Unit Owner and Occupant, if delivered by the Association, certified mail, return receipt requested, to the Unit in the Condominium covered by the Occupancy Agreement. If the Unit Owner or Occupant desires the Association to use a different address for notice purposes, written notice must be given by the Unit Owner or Occupant to the Association, of such alternate address.

K. Declarant's Right to Lease Unsold Units. The restrictions and limitations on the leasing of Units described in the Condominium Instruments shall not apply to the Declarant. The Declarant shall have the right, unrestricted by any leasing restrictions and limitations set forth in the Condominium Instruments, to lease unsold Units. Declarant's right to lease shall continue for so long as Declarant owns any Units in the Condominium.

20.7 Limitation on Enforcement of Some Conditions. No covenant, condition or restriction set forth in this Declaration and no by-law, rule or regulation adopted by the Association pursuant to the authority granted to the Association pursuant to this Declaration or the Association's Articles of Incorporation, By-Laws or rules and regulations may be applied to discriminate against any individual in any manner described in Section 106.50, et. seq., of the Act, or as described in any other local, state or federal statutes, ordinances, regulations and rules.

[SIGNATURE OF DECLARANT ON NEXT FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 28th day of April, 2006.

*** DECLARANT ***

John O. Morschauser

Judith M. Morschauser

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this 28th day of April, 2006, the above named John O. Morschauser, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Print Name: Gregory J. Paradise
Notary Public, State of Wisconsin
My Commission ~~expires:~~ is permanent

GREGORY J. PARADISE NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this 28th day of April, 2006, the above named Judith M. Morschauser, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Print Name: Gregory J. Paradise
Notary Public, State of Wisconsin
My Commission ~~expires:~~ is permanent

ACKNOWLEDGMENT AND CONSENT OF MORTGAGEE

AnchorBank, FSB as the mortgagee of the property described in Exhibit "A" and Exhibit "A-1", hereby acknowledges and consents to the foregoing Declaration of Condominium and expressly consents to said Declaration of Condominium and its recording in the Columbia Country Register of Deeds office.

Executed this 1st day of MAY, 2006.

ANCHORBANK, FSB

By: _____

Print Name: ANDRIS A. ARIANS

Print Title: VP

STATE OF WISCONSIN)
)ss>
COUNTY OF Dane)

Personally came before me, Alma R Howland, a notary public for the above State and County, this 1st day of May, 2006, the above named Andris A. Arians, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Alma R Howland
Notary Public, State of Wisconsin
My Commission expires: December 27, 2009



EXHIBIT "A"

Legal Description of Land Subject to Declaration

Part of Lot 2, Columbia County Certified Survey Map number 4303, being further located in part of the SE ¼ of the SE ¼ of Section 13, T.10N., R.12E., City of Columbus, Columbia County, Wisconsin being further described as follows:

Beginning at the Southeast corner of Section 13; thence S86°54'54"W along the South line of Lot 2, Columbia County Certified Survey Map number 4303, 473.43 feet to the Southwest corner thereof; thence N00°33'18"E, along the West line of said Lot 2, 447.03 feet; thence S89°26'42"E, 200.00 feet; thence S00°33'18"W, 97.50 feet; thence S89°26'42"E, 119.72 feet; thence N00°33'18"E, 39.65 feet; thence N86°54'54"E, 153.07 feet to the East line of the aforesaid Lot 2; thence S00°33'18"W along said East line, 368.84 feet to the point of beginning of this description. The above described containing 4.232 acres or 184,342 square feet and being subject to a right of way for River Road over the Easterly 33 feet thereof as mapped hereon.

PIN: 11211-1002.02

EXHIBIT "A-1"

Legal Description of Permitted Expansion Area

Part of Lot 2, Columbia County Certified Survey Map number 4303, being further located in part of the SE ¼ of the SE ¼ of Section 13, T.10N., R.12E., City of Columbus, Columbia County, Wisconsin being further described as follows:

Commencing at the Southeast corner of Section 13; thence S86°54'54"W along the South line of Lot 2, Columbia County Certified Survey Map number 4303, 473.43 feet to the Southwest corner thereof; thence N00°33'18"E, along West line of said Lot 2, 447.03 feet to the point of beginning; thence continue N00°33'18"E, along said West line, 209.81 feet to the Northwest corner thereof; thence N86°54'54"E along the North line of the aforesaid Lot 2, 320.36 feet to the Northeast corner thereof; thence S00°33'18"W along the East line of said Lot 2 and its extension thereof, 327.65 feet; thence N89°26'42"W, 119.72 feet; thence N00°33'18"E, 97.50 feet; thence N89°26'42"W, 200.00 feet to the point of beginning of this description. The above described containing 1.883 acres or 82,004 square feet.

PIN: 11211-1002.02

EXHIBIT "B"

Condominium Plat

[See Attached.]

NOTE: Please be advised that the Declarant, John O. Morschauser and Judith M. Morschauser, hereby directs viewers to ignore the printed text material on the maps and floor plans attached to this Exhibit "B." Only the spatial relationships of the illustrations on the maps and floor plans are being presented for your information.

*** DECLARANT ***

John O. Morschauser

Judith M. Morschauser

Condominium Plat of CONDOMINIUMS ON THE GREEN

Lot 2, Columbia County Certified Survey Map number 4303, being further located in part of the SE ¼ of the SE ¼ of Section 13, T.10N., R.12E., City of Columbus, Columbia County, Wisconsin

3151-05
Sheet 1 of 2

SURVEYOR'S CERTIFICATE

I, David C. Riesop, a Wisconsin Registered Land Surveyor, do hereby certify that this Condominium Plat of Condominiums on the Green is a correct representation of the field survey made, and of the property described hereon, and further that the floor plans as shown were reproduced from the building plans furnished by the owners, and that the identification and location of each unit and the common elements and limited common elements can be determined from the plat, and further certify that this survey and plat is correct to the best of my knowledge and belief.

Dated 4/28/06

David C. Riesop S-1551

NOTES:

1)Building dimensions shown are taken from plans furnished by John Morschauser. All dimensions are exterior building dimensions and all Unit areas are based on exterior building dimensions

2) All areas not designated as Limited Common Element or Units are Common Elements

3)See Sheet 2 for Unit number details and Limited Common Element dimensions.

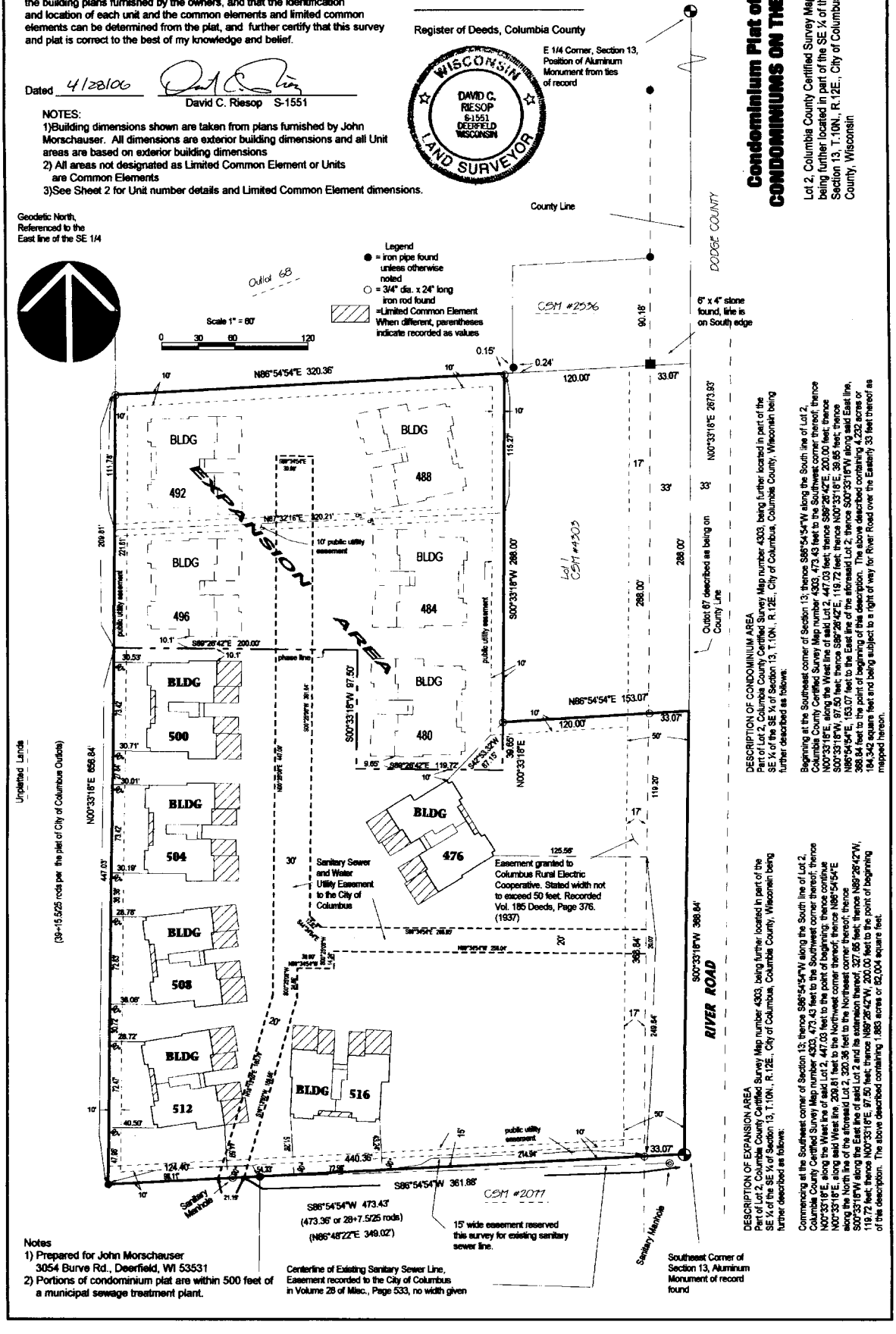
Register of Deeds Certificate

Received for Recording this _____ day of _____, 2006 at _____ o'clock _____.M., and recorded in Volume _____ of Condominium Plats, on pages_____.

_____

Register of Deeds, Columbia County

WISCONSIN DAVID C. RIESOP S-1551 DEERFIELD WISCONSIN LAND SURVEYOR



DESCRIPTION OF CONDOMINIUM AREA

Part of Lot 2, Columbia County Certified Survey Map number 4303, being further located in part of the SE ¼ of the SE ¼ of Section 13, T.10N., R.12E., City of Columbus, Columbia County, Wisconsin being further described as follows:

Beginning at the Southeast corner of Section 13; thence S86°54'54"W along the South line of Lot 2, Columbia County Certified Survey Map number 4303, 473.43 feet to the Southwest corner thereof; thence N00°33'18"E, along the West line of said Lot 2, 447.03 feet; thence S89°28'42"E, 200.00 feet; thence S00°33'18"W, 97.50 feet; thence S89°28'42"E, 119.72 feet; thence N00°33'18"E, 39.66 feet; thence N86°54'54"E, 153.07 feet to the East line of the aforesaid Lot 2; thence S00°33'18"W along said East line, 388.84 feet to the point of beginning of this description. The above described containing 4.232 acres or 184,342 square feet and being subject to a right of way for River Road over the Easterly 33 feet thereof as mapped hereon.

DESCRIPTION OF EXPANSION AREA

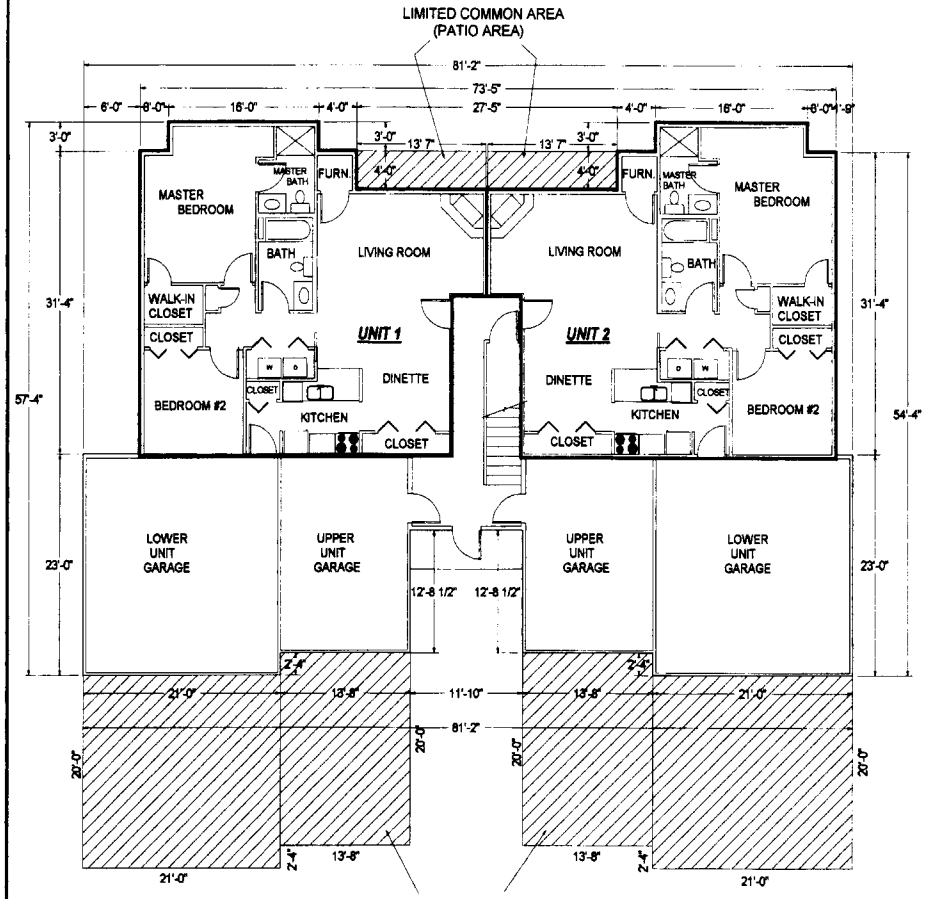
Part of Lot 2, Columbia County Certified Survey Map number 4303, being further located in part of the SE ¼ of the SE ¼ of Section 13, T.10N., R.12E., City of Columbus, Columbia County, Wisconsin being further described as follows:

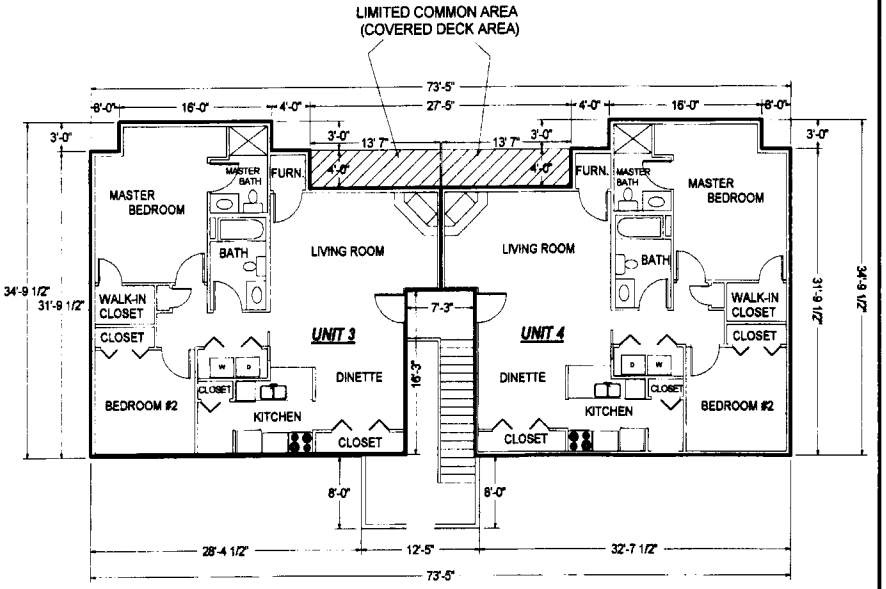
Commencing at the Southeast corner of Section 13; thence S86°54'54"W along the South line of Lot 2, Columbia County Certified Survey Map number 4303, 473.43 feet to the Southwest corner thereof; thence N00°33'18"E, along the West line of said Lot 2, 447.03 feet to the point of beginning; thence continue N00°33'18"E, along said West line, 209.81 feet to the Northwest corner thereof; thence N86°54'54"E along the North line of the aforesaid Lot 2, 320.36 feet to the Northeast corner thereof; thence S00°33'18"W along the East line of said Lot 2 and its extension thereof, 327.85 feet; thence N89°28'42"W, 119.72 feet; thence N00°33'18"E, 97.50 feet; thence N89°28'42"W, 200.00 feet to the point of beginning of the description. The above described containing 1.883 acres or 82,004 square feet.

Notes

1) Prepared for John Morschauser
3054 Burve Rd., Deerfield, WI 53531

2) Portions of condominium plat are within 500 feet of a municipal sewage treatment plant.





UNITS 476-1, 500-1, 504-1, 508-1, 512-1, 516-1

Unit Area = 1,100 square feet
Lower Unit
Garage Area = 483 square feet

UNITS 476-2, 500-2, 504-2, 508-2, 512-2, 516-2

Unit Area = 1,100 square feet
Lower Unit
Garage Area = 483 square feet

FIRST FLOOR PLAN

UNITS 476-3, 500-3, 504-3, 508-3, 512-3, 516-3

Unit Area = 1,100 square feet
Upper Unit
Garage Area = 283 square feet

UNITS 476-4, 500-4, 504-4, 508-4, 512-4, 516-4

Unit Area = 1,100 square feet
Upper Unit
Garage Area = 283 square feet

SECOND FLOOR PLAN

Scale 1" = 10'
0 5 10 20

NOTES:
1)Building dimensions shown are taken from plans furnished by John Morschauser. All dimensions are exterior building dimensions and all Unit areas are based on exterior building dimensions

WISCONSIN
DAVID C. RIESOP
S-1551
DEERFIELD
WISCONSIN
LAND SURVEYOR
4/28/06

Condominium Plat of CONDOMINIUMS ON THE GREEN

Lot 2, Columbia County Certified Survey Map number 4303, being further located in part of the SE ¼ of the SE ¼ of Section 13, T.10N., R.12E., City of Columbus, Columbia County, Wisconsin

3151-05
Sheet 1 of 2

EXHIBIT "C"

Percentage Interest in Common Elements

STREET ADDRESS	UNIT	% INTEREST IN COMMON ELEMENTS	VOTE(S) IN ASSOCIATION
476 River Road, #1	476-1	4.166%	1
476 River Road, #2	476-2	4.166%	1
476 River Road, #3	476-3	4.166%	1
476 River Road, #4	476-4	4.166%	1
500 River Road, #1	500-1	4.166%	1
500 River Road, #2	500-2	4.166%	1
500 River Road, #3	500-3	4.166%	1
500 River Road, #4	500-4	4.166%	1
504 River Road, #1	504-1	4.166%	1
504 River Road, #2	504-2	4.166%	1
504 River Road, #3	504-3	4.166%	1
504 River Road, #4	504-4	4.166%	1
508 River Road, #1	508-1	4.166%	1
508 River Road, #2	508-2	4.166%	1
508 River Road, #3	508-3	4.166%	1
508 River Road, #4	508-4	4.166%	1
512 River Road, #1	512-1	4.166%	1
512 River Road, #2	512-2	4.166%	1
512 River Road, #3	512-3	4.166%	1
512 River Road, #4	512-4	4.166%	1
516 River Road, #1	516-1	4.166%	1
516 River Road, #2	516-2	4.166%	1
516 River Road, #3	516-3	4.166%	1
516 River Road, #4	516-4	4.166%	1
		100%	24

EXHIBIT "C-1"

Percentage Interest in Common Elements if Maximum Expansion of the Condominium Occurs

STREET ADDRESS	UNIT	% INTEREST IN COMMON ELEMENTS	VOTE(S) IN ASSOCIATION
476 River Road, #1	476-1	2.27%	1
476 River Road, #2	476-2	2.27%	1
476 River Road, #3	476-3	2.27%	1
476 River Road, #4	476-4	2.27%	1
500 River Road, #1	500-1	2.27%	1
500 River Road, #2	500-2	2.27%	1
500 River Road, #3	500-3	2.27%	1
500 River Road, #4	500-4	2.27%	1
504 River Road, #1	504-1	2.27%	1
504 River Road, #2	504-2	2.27%	1
504 River Road, #3	504-3	2.27%	1
504 River Road, #4	504-4	2.27%	1
508 River Road, #1	508-1	2.27%	1
508 River Road, #2	508-2	2.27%	1
508 River Road, #3	508-3	2.27%	1
508 River Road, #4	508-4	2.27%	1
512 River Road, #1	512-1	2.27%	1
512 River Road, #2	512-2	2.27%	1
512 River Road, #3	512-3	2.27%	1
512 River Road, #4	512-4	2.27%	1
516 River Road, #1	516-1	2.27%	1
516 River Road, #2	516-2	2.27%	1
516 River Road, #3	516-3	2.27%	1
516 River Road, #4	516-4	2.27%	1
480 River Road, #1	480-1	2.27%	1
480 River Road, #2	480-2	2.27%	1
480 River Road, #3	480-3	2.27%	1
480 River Road, #4	480-4	2.27%	1
484 River Road, #1	484-1	2.27%	1
484 River Road, #2	484-2	2.27%	1
484 River Road, #3	484-3	2.27%	1
484 River Road, #4	484-4	2.27%	1
488 River Road, #1	488-1	2.27%	1
488 River Road, #2	488-2	2.27%	1
488 River Road, #3	488-3	2.27%	1
488 River Road, #4	488-4	2.27%	1
492 River Road, #1	492-1	2.27%	1

492 River Road, #2	492-2	2.27%	1
492 River Road, #3	492-3	2.27%	1
492 River Road, #4	492-4	2.27%	1
496 River Road, #1	496-1	2.27%	1
496 River Road, #2	496-2	2.27%	1
496 River Road, #3	496-3	2.27%	1
496 River Road, #4	496-4	2.27%	1
		100%	44