1392774

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WASHINGTON COUNTY, WI
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FIRST AMENDMENT TO THE DECLARATION OF THE ROSE GARDEN CONDOMINIUMS

Recording Area

Name and Return Address
Attorney Thomas G. Kreul
Schober Schober & Mitchell, S.C.
2835 South Moorland Road
New Berlin, WI 53151

See Attached
Parcel Identification Number (PIN)

FIRST AMENDMENT TO THE DECLARATION OF THE ROSE GARDEN CONDOMINIUMS

THIS FIRST AMENDMENT TO THE DECLARATION OF THE ROSE GARDEN CONDOMINIUMS is agreed to by and among all of the Unit Owners and consented to by applicable mortgagees of all of the units within the Rose Garden Condominiums, is made pursuant to the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, and entered into as of the date of the last signature appended hereto.

RECITALS:

A. The Condominium was created by a Declaration of Condominium dated Dec. 27, 2005 and recorded Dec. 28, 2005 at the office of the Washington County Register of Deeds as Document No. 1113595 (the "Declaration") and by an accompanying condominium plat (the "Plat").

B. Black's Hartford Properties, LLC, conveyed Lot 31 (along with a 1/41st interest as tenant in common of Outlot 1) of Black's Subdivision, the Lot upon which Units 15 and 16 were built, to Rose Garden Condominiums, LLC on May 2, 2005. The Declaration was subsequently recorded on Dec. 28, 2005, and incorrectly subjected Lots 24 through 32 and Outlot 1 to the Declaration. Only Lot 31 and a 1/41st interest in Outlot 1 was ever conveyed to the Declarant and legally made subject to the terms of the Declaration. There is no document conveying Subdivision Lots 24 through 30 and 32 of Black's Subdivision to Rose Garden Condominiums, LLC, prior to or after recordation of the Declaration on Dec. 28, 2005.

C. The undersigned individuals, Limited Liability Company, and Trust are all of the owners of all of the Units both correctly and incorrectly described in the Declaration. The Unit Numbers of such owners correlate to the Lot Numbers for the recorded Plat of Black's Subdivision, with the applicable Unit Numbers and Lot Numbers thereof set forth next to their signatures at the foot hereof. All such owners as designated in the Declaration desire to amend the Declaration and file a Correction Instrument under sec. 703.02 (6m), Wis. Stats. in order to amend the Declaration and correct the Plat to remove Lots 24 through 30 and 32 of Black's Subdivision and Outlot 1, except a 1/41st interest, which were never made subject to the Condominium Declaration from the Plat, such that the legal description for the condominium set forth in the Declaration shall consist only of Lot 31 of Black's Subdivision, Units 15 and 16 of the Rose Garden Condominiums, and a 1/41st interest in Outlot 1.

D. First Bank Financial Centre holds a mortgage on Units 1 through 8, inclusive, of Rose Garden Condominiums, which correlate to Lots 24, 25, 26 and 27 of Black's Subdivision, and consents to the Amendment insofar as its interest therein is concerned, and all parties agree that its mortgage is not satisfied or otherwise affected by such consent.

E. Landmark Credit Union, f/k/a Hartford Savings Bank, holds a mortgage on Unit 15 of Rose Garden Condominiums, and consents to the Amendment insofar as its interest

therein is concerned, and all parties agree that its mortgage is not satisfied or otherwise affected by such consent.

F. Unit Owners 15 and 16, who are the correct and all of the Unit owners of Rose Garden Condominiums further unanimously agree that in all pertinent respects that the Condominium Declaration shall be amended such that the Rose Garden Condominiums shall be made subject to sec. 703.365, Wis. Stats., and any successor statute, and shall be declared a Small Condominium under such statute, and to the extent that any of the provisions of the Declaration are inconsistent with such section, sec. 703.365, Wis. Stats. shall take precedence.

G. All of the undersigned Owners agree that the Amendments set forth herein do not reduce the value of any owner's interest in any common element or limited common element and no compensation shall be due to any Unit Owner under sec. 703.09(3), Wis. Stats. as a result of this Amendment.

H. The undersigned do not intend this Amendment to be a removal instrument as defined under sec. 703.28(1), Wis. Stats. because Lots 24 through 30 and 32 and each such Lot's 1/41st interest as tenant in common of Outlot 1 were never made subject to the Declaration.

Now therefore, the Unit Owners do hereby declare as follows:

AMENDMENT

A. The Declaration of the Rose Garden Condominiums is amended (1) to only include as Unit Owners the Unit Owners of Units 15 and 16; (2) to include as common area a 1/41st interest in Outlot 1 of Black's Subdivision, and (3) to state that the Rose Garden Condominiums are hereinafter subject to sec. 703.365, Wis. Stats., and any successor statute, and is declared to be a Small Condominium under such statute, and to the extent that any of the provisions of the Declaration are inconsistent with such section, sec. 703.365, Wis. Stats. shall take precedence.

B. That a Correction Instrument be filed with the Washington County Register of Deeds under sec. 703.02(1b), Wis. Stats., depicting the correct Plat in conformance with the above Amendment.

IN WITNESS HEREOF, the undersigned owners and lender have executed this Amendment as of the date first above written.

OWNERS:

Black's Hartford Properties, LLC
By: Thomas J. Black, Managing Member
Owner of Units 1 through 8, inclusive, of Rose Garden Condominiums
Owner of Lots 24,25,26, and 27 of Black's Subdivision

STATE OF WISCONSIN)
)SS
Oneida COUNTY)

On 10-8, 2015, before me appeared Thomas J. Black, Managing Member of Black's Hartford Properties, LLC, to me personally known, the owner of Units 1 through 8, inclusive, of the Rose Garden Condominiums, who executed the foregoing and acknowledged the same.

Theresa L. Molander

(Print Name)
Theresa L. Molander, NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES 11-4-17 / IS PERMANENT.

Bruce C. Black
One of the Owners of Units 9 through 14, inclusive, and Units 17 and 18, of Rose Garden Condominiums
One of the Owners of Lots 28,29,30, and 32 of Black's Subdivision

STATE OF WISCONSIN)
)SS
_____ COUNTY)

On _____, 2015, before me appeared Bruce C. Black, to me personally known, one of the Owners of Units 9 through 14, inclusive, and Units 17 and 18, of Rose Garden Condominiums, who executed the foregoing and acknowledged the same.

_____

(Print Name)
_____, NOTARY PUBLIC

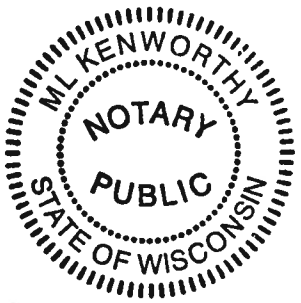
Black's Hartford Properties, LLC
By: Thomas J. Black, Managing Member
Owner of Units 1 through 8, inclusive, of Rose Garden Condominiums
Owner of Lots 24,25,26, and 27 of Black's Subdivision

STATE OF WISCONSIN)
)SS
_____ COUNTY)

On _____, 2015, before me appeared Thomas J. Black, Managing Member of Black's Hartford Properties, LLC, to me personally known, the owner of Units 1 through 8, inclusive, of the Rose Garden Condominiums, who executed the foregoing and acknowledged the same.

_____

(Print Name)
_____, NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES_____/ IS PERMANENT.



Bruce C. Black
One of the Owners of Units 9 through 14, inclusive, and Units 17 and 18, of Rose Garden Condominiums
One of the Owners of Lots 28,29,30, and 32 of Black's Subdivision

STATE OF WISCONSIN)
)SS
Washington COUNTY)

On October 8th, 2015, before me appeared Bruce C. Black, to me personally known, one of the Owners of Units 9 through 14, inclusive, and Units 17 and 18, of Rose Garden Condominiums, who executed the foregoing and acknowledged the same.

Bruce C. Black

(Print Name) Michael L. Kenworthy
M L Kenworthy, NOTARY PUBLIC

STATE OF WISCONSIN
MY COMMISSION EXPIRES 5/10/19 / ~~IS PERMANENT.~~



Mark F. Black
One of the Owners of Units 9 through 14, inclusive, and Units 17 and 18, of Rose Garden Condominiums
One of the Owners of Lots 28,29,30, and 32 of Black's Subdivision

STATE OF WISCONSIN)
)SS
Washington COUNTY)

On October 8th, 2015, before me appeared Mark F. Black, to me personally known, one of the Owners of Units 9 through 14, inclusive, and Units 17 and 18, of Rose Garden Condominiums, who executed the foregoing and acknowledged the same.

MARK F. BLACK
Michael L. Kenworthy
(Print Name)
M R Kenworthy, NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES 5/10/19 / ~~IS PERMANENT~~.



Mary Lee Rieley
One of the Owners of Units 9 through 14, inclusive, and Units 17 and 18, of Rose Garden Condominiums
One of the Owners of Lots 28,29,30, and 32 of Black's Subdivision

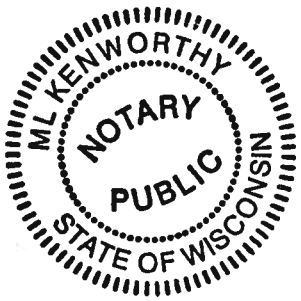
STATE OF WISCONSIN)

)SS
Washington COUNTY)

On October 8th, 2015, before me appeared Mary Lee Rieley, to me personally known, one of the Owners of Units 9 through 14, inclusive, and Units 17 and 18, of Rose Garden Condominiums, who executed the foregoing and acknowledged the same.

Mary Lee Rieley

(Print Name) Michael L. Kenworthy
M L Kenworthy, NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES 5/10/19 / ~~IS PERMANENT~~.



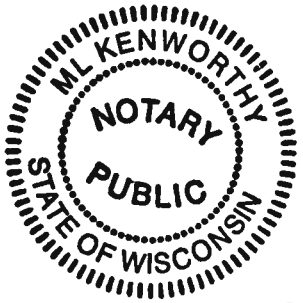
Leroy R. and Lorraine F. Boden Family Trust, Owner of Unit 16 of Rose Garden Condominiums,
Loraine F. Boden, Individually
By: Lorraine F. Boden, Trustee
(print name) Lorraine F. Boden

STATE OF WISCONSIN)
)SS
Washington COUNTY)

On October 8th, 2015, before me appeared Lorraine F. Boden, to me personally known, both individually and as Trustee of the Leroy R. and Lorraine F. Boden Family Trust, Owner of Unit16 of Rose Garden Condominiums, who executed the foregoing and acknowledged the same.

M L Kenworthy

(Print Name)
Michael L Kenworthy, NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES 5/10/19 / IS ~~PERMANENT~~.



Dennis A. Kuester
Dennis A. Kuester, one of the Owners of Unit 15 of Rose Garden Condominiums,

STATE OF WISCONSIN)
)SS
Washington COUNTY)

On October 8th, 2015, before me appeared Dennis A. Kuester, to me personally known, one of the Owners of Unit15 of Rose Garden Condominiums, who executed the foregoing and acknowledged the same.

Dennis A. Kuester

(Print Name) Mike Kenworthy
M L Kenworthy, NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES 5/10/19 / ~~IS PERMANENT~~.

ML KENWORTHY NOTARY PUBLIC STATE OF WISCONSIN

Carol J. Kuester
Carol J. Kuester, one of the Owners of Unit 15 of Rose Garden Condominiums,

STATE OF WISCONSIN)
)SS
Washington COUNTY)

On October 8th, 2015, before me appeared Carol J. Kuester, to me personally known, one of the Owners of Unit15 of Rose Garden Condominiums, who executed the foregoing and acknowledged the same.

Carol J. Kuester

(Print Name) Mike Kenworthy
M L Kenworthy, NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES 5/10/19 / ~~IS PERMANENT.~~

LENDER:

ML KENWORTHY NOTARY PUBLIC STATE OF WISCONSIN

First Bank Financial Centre
By: _____
(Name) Mark T. McCune
(Title) SVP
Mortgage Holder as to Units 1 through 8, inclusive, of Rose Garden Condominiums

Mortgage Holder of Lots 24,25,26, and 27 of Black's Subdivision

STATE OF WISCONSIN)
)SS
Washington COUNTY)

On Oct 8, 2015, before me appeared Matthew R. Schultz, (officer) of Landmark Credit Union f/k/a Hartford Savings Bank, to me personally known, that holds a mortgage on Unit 15 of the Rose Garden Condominiums, who executed the foregoing and acknowledged the same.

Matthew R. Schultz
ML Kenworthy
(Print Name)
M L Kenworthy, NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES 6/10/19 / IS ~~PERMANENT~~.

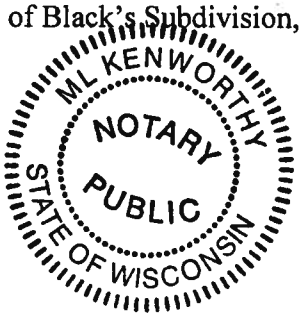
LENDER:

ML KENWORTHY NOTARY PUBLIC STATE OF WISCONSIN

Landmark Credit Union f/k/a Hartford Savings Bank
By: _____
(Name) Matt Schultz
(Title) Branch Manager
Mortgage Holder as to Unit 15 of Rose Garden Condominiums

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

On October 8th, 2015, before me appeared Mark McCune, SVP of First Bank Financial Centre, Mortgage Holder as to Units 1 through 8, inclusive, of Rose Garden Condominiums and Mortgage Holder of Lots 24,25,26, and 27 of Black's Subdivision, who executed the foregoing and acknowledged the same.



M L Kenworthy
(Print Name)
Mike Kenworthy, NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES 5/10/19 / IS ~~PERMANENT~~.

PIN

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October 21, 2015 10:25 AM
SHARON A MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Recording Fee Paid: $50.00

Condominium Plat No.802

ROSE GARDEN CONDOMINIUMS [CORRECTED]

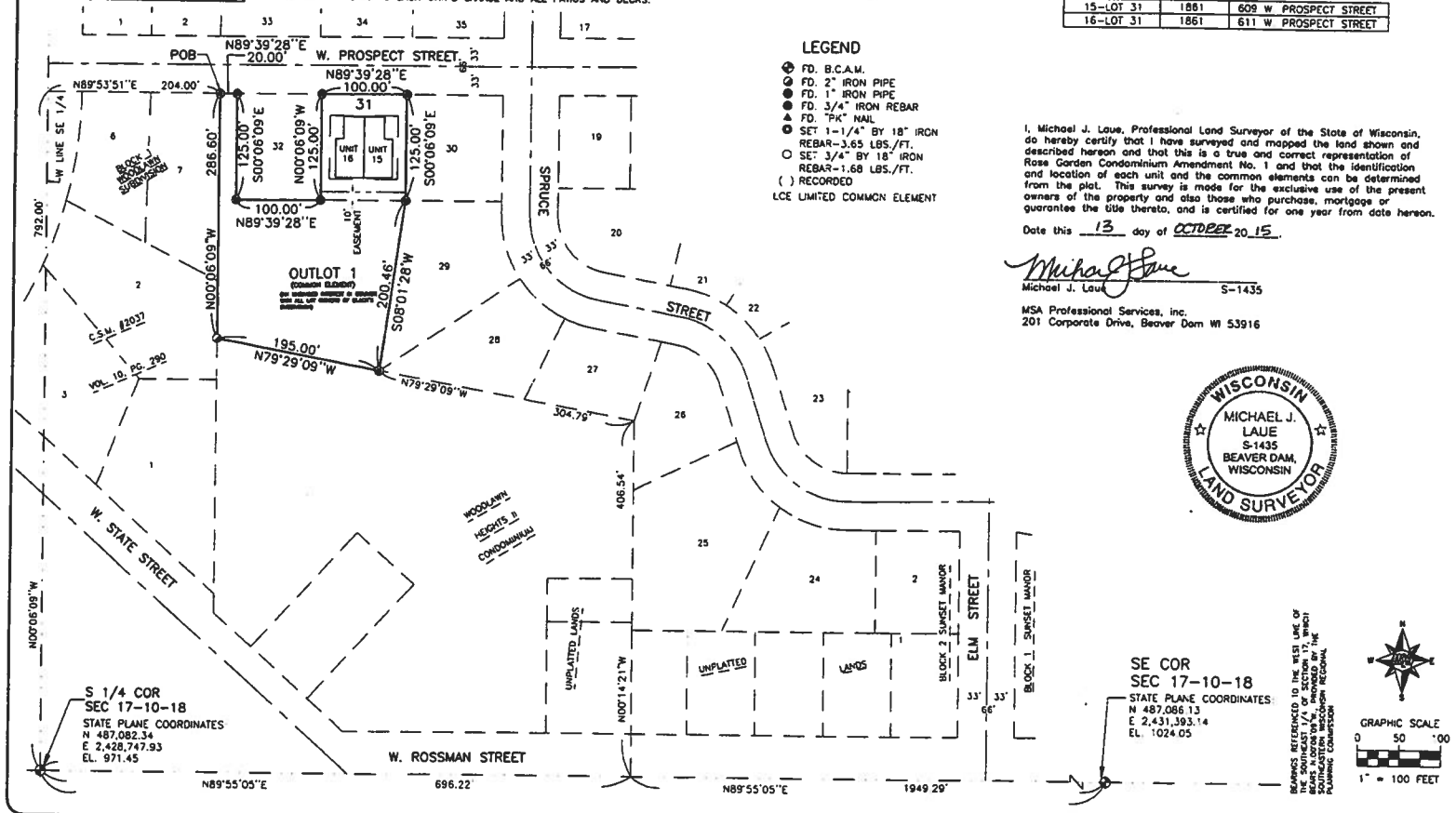
LOT 31 AND OUTLOT 1 OF BLACK'S SUBDIVISION; SAID LOTS BEING LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 17, TOWN 10 NORTH, RANGE 18 EAST, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN.

NOTE:
ALL COMMON ELEMENTS SHALL CONSIST OF ALL THE CONDOMINIUM LAND, IMPROVEMENTS AND APPURTENANCES, ALL SIDEWALKS, COMMON LAWN AND LANDSCAPE AREAS, ACCESS DRIVEWAYS, AND ALL OTHER PARTS OF THE CONDOMINIUM NECESSARY OR CONVENIENT FOR THE EXISTENCE, MAINTENANCE AND SAFETY OF THE CONDOMINIUM OR NORMALLY IN COMMON USE BY THE UNIT OWNERS AND LESSEES; EXCEPT THE INDIVIDUAL UNITS AND ALL AREAS FURTHER DEFINED AS LIMITED COMMON ELEMENTS.

LIMITED COMMON ELEMENTS SHALL CONSIST OF THOSE ELEMENTS CONTIGUOUS TO A UNIT AND WHICH ARE RESERVED FOR THE EXCLUSIVE USE AND BENEFIT OF THAT UNIT; IDENTIFIED AS THE CONNECTING SIDEWALK BETWEEN THE DRIVEWAY AND THE FRONT PORCH, THE FRONT PORCH STOOPS, ALL WINDOWS, ENTRY DOORS AND GARAGE DOORS AND EXTERIOR SURFACES OF ROOMS AND WALLS, ALL ELECTRIC, TELEPHONE COMMUNICATION, GAS, WATER AND SEWER LINES OR PIPES WITHIN AND LEADING TO EACH UNIT, ALL INTERIOR SURFACES, THAT PORTION OF EACH DRIVEWAY LEADING TO EACH UNIT'S GARAGE AND ALL PATIOS AND DECKS.

SEE PAGE 2 FOR EASEMENT DETAIL AND CURVE TABLE

UNITS	SQUARE FOOTAGE	ADDRESS
15-LOT 31	1861	609 W. PROSPECT STREET
16-LOT 31	1861	611 W. PROSPECT STREET



LEGEND

- FD. B.C.A.M.
- FD. 2" IRON PIPE
- FD. 1" IRON PIPE
- FD. 3/4" IRON REBAR
- FD. "PK" NAIL
- SET 1-1/4" BY 18" IRON REBAR-3.65 LBS./FT.
- SET 3/4" BY 18" IRON REBAR-1.68 LBS./FT.
- ( ) RECORDED

LCE LIMITED COMMON ELEMENT

I, Michael J. Laue, Professional Land Surveyor of the State of Wisconsin, do hereby certify that I have surveyed and mapped the land shown and described hereon and that this is a true and correct representation of Rose Garden Condominium Amendment No. 1 and that the identification and location of each unit and the common elements can be determined from the plat. This survey is made for the exclusive use of the present owners of the property and also those who purchase, mortgage or guarantee the title thereto, and is certified for one year from date hereon.

Date this 13 day of OCTOBER 20 15.

Michael J. Laue S-1435

MSA Professional Services, Inc.
201 Corporate Drive, Beaver Dam WI 53916

WISCONSIN
MICHAEL J. LAUE
S-1435
BEAVER DAM, WISCONSIN
LAND SURVEYOR

CONDOMINIUM PLAT

DECLARANT
Rose Garden Condominiums, LLC
Hartford, WI 53027

MSA
TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL
201 Corporate Drive Beaver Dam, WI 53916
920-887-4242 1-800-552-6330 Fax: 920-887-4250
© MSA PROFESSIONAL SERVICES, INC.

PROJECT #	17387000
FIELD BOOK #	
PAGES #	
SCALE:	1" = 100 FEET
DRAWN BY	Dick Leisiekow
CHECKED BY	Michael J. Laue
FILE #	17387000\cadd\survey\csm\condo.dwg
SHEET #	1 of 3
SIDE #	1/1

DOC# 1113595

Recorded
DEC. 28, 2005 AT 08:00:00AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: 151.00

Return to: Atty. Clarence O. Behrend
1725 E. Washington Street
West Bend, WI 53095

61 -26

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this 27th day of December, 2005, by Rose Garden Condominiums, LLC, a Wisconsin limited liability company (the "Declarant")

Section 1. ESTABLISHMENT

Section 1.1 Intent. The Declarant, as fee owner of the land described in Section 1.3 hereof, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act") the provisions of this Declaration, and the By-laws of the association of unit owners created under Section 12 of this Declaration (hereinafter the "Association").

Section 1.2 The name of the condominium created by this Declaration (the "Condominium") is "ROSE GARDEN CONDOMINIUMS", a Condominium.

Section 1.3 The land which is the subject of this Declaration is described as follows:

Lots 24 through 32 and Outlot 1 of Black's Subdivision, said lots being located in a part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 17, Town 10 North, Range 18 East, City of Hartford, Washington County, Wisconsin.

Section 1.4 Condominium Plat - The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Washington County a condominium plat entitled "Rose Garden Condominiums," consisting of 6 sheets certified on December 21, 2005 by Michael J. Laue, R.L.S. References herein to the

Plat"). The Condominium shall also include Outlot 1 as identified on the condominium plat. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 through 18, inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner. See Exhibits C, D, E and F for Floor plans of the Units.

Section 3. CONDOMINIUM UNITS

Section 3.1 Boundaries of Units - The boundaries of each Unit shall be as follows:

A. **Upper Boundary** - The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

B. **Lower Boundary** - The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.

C. **Perimetrical Boundary** - The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the exterior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

Section 3.2 Description of Units - It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

A. Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

B. Interior lights and light fixtures.

C. Cabinets.

D. Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

E. Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

F. Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and

"condominium plat" or "plat" shall be to said recorded plat.

Section 1.5 Condominium Plat Amendments - The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the sole purpose of recording the actual location of any unit or any building or other common element improvement, the planned location of which was shown on the original plat.

Section 1.6 Developer's Agreement - The condominium property is subject to the terms and conditions of that certain Developer s Agreement entered into by and between Black's Hartford Properties, LLC and the City of Hartford on September 11, 2001, as recorded in the Washington County Registry on September 17, 2001, as Document No. 900760.

Section 2. CONDOMINIUM BUILDINGS

Section 2.1 Location of Buildings - The buildings are or will be located on the property as depicted on the condominium plat.

Section 2.2 Unit Identification System - The units containing the condominium living units shall each be assigned a post office street address and number as follows:

Unit	Address
1	821 Spruce Street
2	825 Spruce Street
3	831 Spruce Street
4	833 Spruce Street
5	847 Spruce Street
6	849 Spruce Street
7	865 Spruce Street
8	869 Spruce Street
9	881 Spruce Street

Unit	Address
10	883 Spruce Street
11	885 Spruce Street
12	887 Spruce Street
13	547 W. Prospect Street
14	551 W. Prospect Street
15	609 W. Prospect Street
16	611 W. Prospect Street
17	621 W. Prospect Street
18	623 W. Prospect Street

Section 2.3 Description of Buildings - The Condominium shall initially consist of 9 buildings of 2 units each (individually a "Unit" and collectively the "Units") located in the buildings (individually, a "Building" and, collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit A and made a part hereof (the "Condominium

the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving no more than one (1) Unit.

G. The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

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 or another 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 Unit or another Unit are Common Elements.

Section 3.3 Unit Modification - The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.3 of this Declaration.

Section 3.4 Boundary Wall Easements - Each unit owner shall have an easement in the boundary or exterior walls surrounding that unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the soundproofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

Section 4. COMMON ELEMENTS AND FACILITIES

Section 4.1 The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Section 3 of this Declaration, and including, without limitation, the following:

A. the land described in Section 1.3 of this Declaration;

B. the building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, foundations, structural support systems, garages, exterior finish materials, entry stoops, porches, decks and patios;

C. the electric, telephone, communication, gas, water, sanitary sewer and other utility lines, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls and which are not owned arid maintained by a public or private utility company;

D. the driveways and sidewalks not associated with each Unit;

E. the lawn and landscape areas and improvements, including retaining walls as found on Outlot 1;

F. all other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners;

Some common elements may, depending upon their location and use, be classified as limited common elements under Section 5 of this Declaration.

Section 4.2 Percentage of Interest - Each unit owner shall have an undivided 1/18 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium.

Section 4.3 Transfer of Common Elements - The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be conveyed, leased or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.4 Partition of Common Elements - There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

Section 5. LIMITED COMMON ELEMENTS

Section 5.1 Limited Common Elements - Certain common elements which are contiguous to a unit are classified as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

A. those common elements, if any, identified as limited common elements on the condominium plat;

B. the electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes to and within each unit;

C. the sanitary sewer and water service laterals (pipes) which run from the sanitary sewer and water mains to the service connections in each unit;

D. the front entry stoop, sidewalk and garage driveway;

E. the rear deck or patio adjacent to each unit;

F. the lawn and landscape areas and improvements delineated as limited common element areas;

G. such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit;

Section 5.2 Transfer of Limited Common Elements - The use of limited common elements shall not be separated from the unit to which such use appertains and shall be deemed transferred with the unit when it is leased, conveyed or encumbered, even though such interest is not expressly mentioned or described in the conveyance instrument.

Section 6. REPAIRS AND MAINTENANCE

Section 6.1 Common Element - The Association shall be responsible for the management, control, maintenance, repair and replacement of the common elements (including the limited common elements) and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be charged in accordance with Section 7.4 of this Declaration.

Section 6.2 Individual Units - Each unit owner shall be responsible to maintain that unit in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures.

Section 6.3 Limitation on Changes - No unit owner shall alter the floor plan or otherwise modify a unit without first obtaining, during the period of Declarant control as defined in Section 12.6 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of a building or the safety of the property, or impair any easement

Section 6.4 Entry for Repairs - The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element, Except in cases of emergency, the Association shall give prior notice to affected unit owners and occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated

as a common expense.

Section 7. ASSESSMENTS FOR COMMON EXPENSES

Section 7.1 Purpose of Assessments - The assessments levied by the Association shall be used to promote the business interests, health, safety and welfare of the occupants of the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-laws.

Section 7.2 Common Expenses - Common Expenses are defined as follows:

A. all sums lawfully assessed against the unit owners by the Association for the management, control, maintenance, repair and replacement of common elements;

B. expenses declared common expenses by the Act, by this Declaration or the By-laws; amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements. The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

Section 7.3 Share of Common Expenses - Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 4.2 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be accounted for separately and be charged to the unit owner responsible therefor as a special charge. In the event of expansion of the condominium as provided for under Section 14 of this Declaration, the proportionate share shall be modified as provided for in Section 14.2 thereof.

Section 7.4 Special Charges - Expenses incurred by the Association to repair or replace any portion of the common elements or limited common elements damaged through the fault or negligence of a unit owner or occupant may be accounted for separately and be charged to the unit owners responsible therefor as a special charge. Penalties assessed by the Board of Directors for infractions of Association rules and regulations shall also be special charges.

Section 7.5 Annual Assessments - The Association shall, as provided in the By-laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due

and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of the assessment shall not constitute a waiver or release of such unit owner s obligation to pay that unit s proportionate share of the common expenses whenever the same shall be determined and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined.

Section 7.6 Common Surpluses - In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.2 of this Declaration

Section 7.7 Special Assessments - In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or unpredicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for the which the same was levied.

Section 7.8 Uniform Rate of Assessment - The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.2 of this Declaration.

Section 7.9 Covenant to Pay - In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 7.10 Liability for Assessments Upon Conveyance

A. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.

B. Any grantee of a unit is entitled to a statement from the Association setting forth the

amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.11 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within 10 business days after grantee s request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.11 hereof prior to the request for the statement.

Section 7.11 Lien for Assessment - All assessments, regular or special, and special charges levied pursuant to this Section, together with interest thereon and actual costs of collection, constitute a lien upon such unit and upon the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within 2 years after the date on which the assessment becomes due, The lien is effective against the unit at the time the assessment becomes due regardless of when within the 2-year period it is filed, A statement of condominium lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a recordable satisfaction of the lien.

Section 7.12 Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

A. liens of general and special taxes;

B. liens of a first mortgage recorded prior to the making of the assessment;

C. construction liens filed prior to the making of the assessment, and

D. all sums unpaid on any veteran secondary mortgage loan made under §45.80, Stats.

All other liens created after the date of the recording of this Declaration shall be inferior in priority to liens of the Association for any assessment, whether or not so specifically set forth in the instruments creating such liens.

Section 7.13 Enforcement of Lien - A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within 3 years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after 10 days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring

suit for any deficiency following foreclosure in the same proceeding.

Section 7.14 Additional Remedies - Any assessment or installment thereof not paid within 10 days after the due date shall accrue interest from the due date at a rate which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon the execution of a judgment. In lieu of charging such interest, the Association Board of Directors may, from time to time, fix a reasonable late payment fee for each month, or fraction thereof, that such assessment is not paid. All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the unit owner obligated to pay the assessment or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessments hereunder shall not be deemed to be a waiver of the Association s lien foreclosure rights.

Section 7.15 Assessments Against Declarant - Notwithstanding any other provision of this Section 7, the Declarant is not required to pay annual or special assessments under this Section for unoccupied units owned by the Declarant. Declarant shall, however, pay a charge sufficient to cover the costs of Association insurance attributable to such units plus a standby charge of $10.00 per unit per month. The standby charge shall accrue as to each such unit from the date an occupancy permit is issued for the unit by the governmental agency having jurisdiction to issue such permits.

Section 8. COVENANTS ON USE AND OCCUPANCY

Section 8.1 Use of Premises - All units in the condominium shall, except as hereafter provided, be used exclusively for residential dwelling purposes consistent with the size and facilities of the units. During the period in which initial sales of units by the Declarant are in progress, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for business or promotional purposes, including clerical activities, sales offices and model units for display, provided such activities do not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.2 Construction Activities - During the initial period of construction of the buildings and facilities of the condominium, the Declarant, his contractors and subcontractors and their respective agents and employees, shall be entitled to access to said buildings and all common elements of the condominium as may be required in connection with such construction.

Section 8.3 Prohibited Activities and Signs - No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or

permitted on any part of the condominium; nor, except as permitted by Association rules or regulations, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the sale of unsold units.

Section 8.4 Use of Common Elements - Each unit owner shall have the right to use the common elements and facilities in common with all other unit owners for the purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner s family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-laws and the Association rules and regulations, to the end that the condominium may be operated and maintained as an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.5 Fences Regulated - No fence of any kind and no visual screen, barrier, hedge or other device or structure of any type may be erected within the condominium unless it has been approved by the Association as an integral part of the landscaping plan.

Section 8.6 Pets and Animals - No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except such household pets as may be kept in units in strict compliance with Association rules and regulations.

Section 8.7 Motor Vehicles - The number of motor vehicles, including motorcycles, which may be kept on the condominium property may be limited by Association rules and regulations and all vehicles shall be kept and parked in strict compliance with such rules and regulations. Except for the vehicles of guests of unit occupants, and except as provided in Section 8.8 hereof, the parking of all other vehicles of any kind on the condominium property is prohibited. All motor vehicles must be licensed and operable.

Section 8.8 Commercial and Recreational Vehicles - No person shall use any of the common elements of the condominium for the parking, storage or operation of motor homes, campers, trucks over one-ton capacity, snow-mobiles, all-terrain vehicles or other commercial or recreation-type vehicles, except as permitted by Association rules and regulations.

Section 8.9 Nuisances - Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or

thereon, either willfully or negligently, which may be or become, in the judgment of the Board of Directors, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.10 Insurance and Safety Hazards - No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.11 Roof Structures - No owner or occupant shall place upon the roof of any building any antenna, tower, solar collector or other similar device.

Section 8.12 Accessory Structures - No accessory structure shall be constructed or placed on the condominium property except by action of the Association.

Section 8.13 Leasing of Units - The Declarant may lease units which it owns upon such terms and conditions as it determines. After a unit has been sold by the Declarant, the unit owner may not thereafter lease the unit for a term of less than one month. The owner of a leased unit shall notify the Association of the tenant's name and telephone number.

Section 8.14 Unoccupied Units - If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

Section 9. REMEDIES FOR BREACH OF COVENANTS; RESTRICTIONS AND REGULATIONS

Section 9.1 Compliance Required - Every unit owner and occupant shall comply strictly with every rule, restriction, condition or regulation adopted by the Association under the By-laws, and with the covenants, conditions and restrictions set forth in the Act, this Declaration, By-laws or in the deed to the unit.

Section 9.2 Emergency Entry for Abatement - The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the building or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.3 Legal Remedies - Failure to comply with any of the By-laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

Section 10. INSURANCE

Section 10.1 Insurance by Association - The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property (as defined in §703.02(14) of the Act) against loss or damage by fire or other hazard and against liability claims. The amount of protection and the types of hazards to be covered shall be reviewed and determined at least annually by the Board of Directors. The insurance provided by the Association shall be without prejudice to the right of unit owners to insure their units for personal benefit provided, however, that no owner shall be entitled to exercise such right to maintain individual unit insurance in such a way as to decrease the amount which may be realized under any Association insurance policy.

Section 10.2 Assessment of Premiums - Premiums for Association insurance policies shall be a common expense to be included in the annual assessment established pursuant to Section 7.8 of this Declaration.

Section 10.3 Coverage - The Association shall provide the following types of insurance coverage:

A. Property Insurance - The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.2 of this Declaration. All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risk) endorsement. To the extent possible, such insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests without thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time.

B. Liability Insurance - Public liability insurance shall be provided covering all claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.

C. Workers Compensation - Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.

D. Other Insurance - The Board of Directors may provide such other insurance as it determines is necessary or desirable.

Section 10.4 Use of Proceeds - Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Section 10.5 Insurance by Unit Owners - Unit owners shall be responsible to provide policies of insurance covering the following items:

A. The owner's unit and its contents, including the unit fixtures, equipment, decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.

B. Public liability coverage to the extent not provided by the liability insurance carried by the Association for all of the unit owners pursuant to Section 10.3 hereof.

Section 10.6 Limitation on Liability - No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

Section 11. RECONSTRUCTION

Section 11.1 Determination - Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least 75% of the unit owners and their mortgagees and within 90 days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 11.2 Variances - On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

Section 11.3 Financing - The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article 10 of this Declaration,

be available to the Association for the purpose of repair or reconstruction. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

Section 12. ASSOCIATION OF UNIT OWNERS

Section 12.1 Legal Entity - The affairs of this condominium shall be governed by an unincorporated association of unit owners which is a legal entity for all purposes. The Association shall be known as the Rose Garden Condominium Owners' Association (herein the "Association").

Section 12.2 Membership and Voting Rights - The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised (and may be restricted) as set forth in the By-laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 12.3 Action by Association - The Association may take any action authorized by the Act, this Declaration, the Association's By-laws or any rules and regulations of the Association. In the event the Association members are unable to reach an agreement with regard to any Association action, the same shall be settled by arbitration proceedings as set forth in the By-laws.

Section 12.4 Powers of Association - The Association may take any action authorized by the Act, this Declaration, the Association's Byaws or any rules and regulations of the Association and shall have the authority and power to:

A. adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;

B. employ and dismiss employees and agents;

C. sue on behalf of the unit owners;

D. make contracts and incur liabilities;

E. cause additional improvements to be made as a part of the common elements;

F. grant easements through or over the common elements;

G. grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building;

H. enforce the obligation of unit owners to maintain and repair limited common elements;

I. obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the condominium, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts;

J. obtain and pay for legal and accounting services necessary or desirable in connection with the operation and administration of the condominium;

K. acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element;

L. establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration;

M. contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services;

N. exercise any other power granted to the Association by the Act, this Declaration or the By-laws.

Section 12.5 Meetings of the Association - Meetings of the Association shall be governed bythe following and such additional rules as may be set forth in the By-laws:

A. The Association shall maintain a roster of names and addresses of the current unit owners to whom the notice of meeting of the Association shall be sent.

B. Each unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.

C. No regular or special meeting of the Association may be held except on at least 10 days written notice delivered or mailed to each unit owner at the address shown on the roster or unless waivers are duly executed by unit owners.

Section 12.6 Declarant Control - The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and exercise the powers and responsibilities otherwise assigned by the Act, this Declaration or the By-laws to the Association or to its officers for a period ending 10 years after the date that the first condommium unit is conveyed by the Declarant to any person other than the Declarant, or 30 days after the conveyance of 75% of the common element interests to purchasers, whichever shall first occur. This provision is subject to limitations respecting the election of Association directors as contained in the Act and set forth in the By-laws.

Section 12.7 Indemnity of Association - The Association and its officers and directors shall not be liable to the unit owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association The liability of any unit owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.2 of this Declaration. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers or the managing agent, as the case may be, as agents for the unit owners or for the Association.

Section 13. EASEMENTS AND ENCROACHMENTS

Section 13.1 Utility Repair Easements - Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas mains, laterals and pipes, storm sewers, telephone wires and equipment, cable television wires and equipment, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements and limited common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted to such utility company by the Declarant or the Association.

Section 13.2 Easements to Run with the Land - All interests and tights described and set forth in this Declaration are easements appurtenant to and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, the Declarant s successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 13.3 Conflict Between Unit Boundaries; Common Element Boundaries

A. If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.1 and 3.2 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

B. If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner s enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

C. Following any change in the location of the boundaries of the Units under this Section 13.3, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

Section 14. MUNICIPAL SERVICES

Section 14.1 Sewer and Water Charges - Each unit owner is responsible for the timely payment of sanitary sewer and water user charges imposed upon the unit by the City of Hartford.

Section 14.2 Property Taxes - In accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and the collection of taxes in the same manner as any other parcel of real estate.

Section 14.3 Special Charges, Waiver of Notice - In the event the City provides services related to the condominium s private sanitary sewer, water distribution, roadway or storm water management systems, either because the Association requests such services, an emergency to health or safety exists or because the Association, after notice from the City, fails or refuses to timely correct a health or safety problem, the City may, in accordance with Sec. 66.60(16), Stats., levy and collect special charges for such services. Such charges shall

be levied equally to all units of the condominium. The Declarant, for the Declarant and the Declarant's successors and assigns, does hereby consent to the levying of such charges and does hereby waive notice of any hearing with respect to any such levy.

Section 15. MISCELLANEOUS PROVISIONS

Section 15.1 Notice to Mortgage Lenders - Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 15.2 Covenants Run With the Land - Each grantee (purchaser of a unit) of the Declarant, and each subsequent purchaser, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to the jurisdiction, tights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land or any unit thereon, and shall inure to the benefit of such unit owner in like maimer as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 15.3 Non-Waiver of Covenants - No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 15.4 Waiver of Damages - Neither the Declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant pursuant to this Declaration or the Declarant's capacity as developer, owner, manager or seller of the condominium whether such claim (i) is asserted by the unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (ii) is made on account of injury to person or damage to or loss of property, wherever located and however caused.

Section 15.5 Amendment of Declaration - This Declaration may be amended with the written consent of at least 2/3 of the unit owners, provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Amendments become effective when recorded in the office of the Register of Deeds of Washington County, Wisconsin.

Section 15.6 Severability - The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 15.7 Service of Process - At the time of the adoption of this Declaration, the registered agent for service of process shall be Thomas Black, 629 W. State Street, Hartford, Wisconsin 53027. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association which change of registered agent shall be filed with the Secretary of State and the Clerk of the municipality in which the condominium is located.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 27th day of December, 2005.

ROSE GARDEN CONDOMINIUMS, LLC

Thomas J. Black
Managing Member

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

Personally came before me this 27th day of December, 2005, the above named Rose Garden Condominiums, LLC, by Thomas J. Black, managing member, to me know to be the person who executed the foregoing and acknowledged the same with the due authority of the Corporation.

Clarence O. Behrend
Notary Public, Washington County, WI
My commission is permanent.

Clarence O. Behrend
Notary Public
State of Wisconsin

This document drafted by Attorney Clarence O. Behrend, West Bend, WI

RULES AND REGULATIONS
OF THE ASSOCIATION

The following rules and regulations are adopted by Rose Garden Condominiums Homeowner's Association (the "Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I

GENERAL

1.01. Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.

1.02. Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Rose Garden Condominiums (the "Declaration").

1.03. Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

1.04. Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 60° Fahrenheit during the winter months.

ARTICLE II

APPEARANCE

2.01. Signs. Signs offering a unit for sale/rent shall be limited to 1 (one) yard sign per unit and no larger than 24" x 30". No other sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate sings for sale of the Units.

2.02. Hanging of Garments and Window Coverings. The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

2.03. Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.04. Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Association.

2.05. Decorations. All outside decorative items such as statues and any other decorative items that are kept outside in the common or limited common areas are subject to review by the Board of Directors at any time; this includes seasonal holiday items. The Board may require immediate removal (7 days after written notice) of such items from the common or limited common areas if considered as unsuitable or a nuisance by the Board. Unit owners may appeal such removal notice within 5 days after receiving notice or remove said items. An appeal must he in writing to the Board. The Board shall then review the appeal within 30 days. The Boards decision after review is final. All decorative holiday items put up for the holiday seasons on the outside of a unit shall also be removed in a timely fashion after said holiday. Any damage to the building from the installation of same shall be repaired at the unit owner s expense.

2.05. Placement and use of Lawn Furniture. Placement and use of lawn furniture and play or recreational equipment of any kind is permitted during the day so long as it is kept neat and orderly and does not interfere with any landscape maintenance and snow removal. Lawn furniture and play and recreational equipment, etc., shall not be kept out overnight unless it is on a patio or deck.

2.06. Laundry. No laundry is to be hung on the balcony or in windows for any reason.

2.07. Limited Common Elements. All decks and patios which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for grills and for patio and deck furniture.

ARTICLE III

USE RESTRICTIONS

3.01. Animals. Unit Owners shall be allowed to keep up to: (i) two (2) cats or one (1) dog per Unit; (ii) one (1) dog and one (1) cat per Unit; or (iii) subject to a weight limit of twenty-five (25) pounds each, two (2) dogs per unit. No Rottweilers or Pit Bulls shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash at all times when not in a Unit. In addition to cats and dogs, small animals that are kept in a cage or tank. All animals shall not unreasonably disturb other Condominium residents and shall not be left unattended in any portion of the Common Elements. Owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate cleanup of their animals regardless of the circumstances.

3.01.1 No pets shall be tied or staked outside of a unit or on the patio or deck or in the garage except for short periods of time and then only while attended by occupants.

3.01.2 No cat or dog shall be left unattended overnight or for more than (10) ten hours at a time.

3.01.3 No unit owner or occupant shall permit a cat or dog to urinate or defecate on any patio or deck. Further, it is the pet owner s responsibility to immediately remove and dispose of all pet waste material wherever it may occur within the condominium complex to include but not limited to, lawns, grassy areas, unfinished areas, driveways and walkways, etc.

3.01.4 Any damage to lawns, shrubbery or decks will be the sole responsibility of the unit owner where the pet is being kept and this unit owner is subject to all expenses or repairs necessary.

3.01.5 No pet shall be kept in a manner which causes a nuisance to other unit owners or which creates an unhealthy environment for the animal or any unit owners.

3.02. Damage to Common Elements. Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03. Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04. Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

3.05. Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.06. Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

3.07. Landscaping. Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association.

ARTICLE IV

VEHICLE RESTRICTIONS

4.01. Obstructions. Driveways shall not be used for any purpose other than the ingress and egress to and from Units.

4.02. Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Association.

4.04. Bikes/Recreational Equipment. Unit Owners shall keep bikes and other recreational equipment in their Unit and not stored in the Common Elements.

ARTICLE V

AMENDMENTS

This document may be amended at any time by the Board of Directors of the Association.

ARTICLE VI

FINES

In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the Bylaws, or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit Owner in violation of the Declaration, the Bylaws, or these Rules and Regulations, a fine against such Unit Owner according to the following schedule:

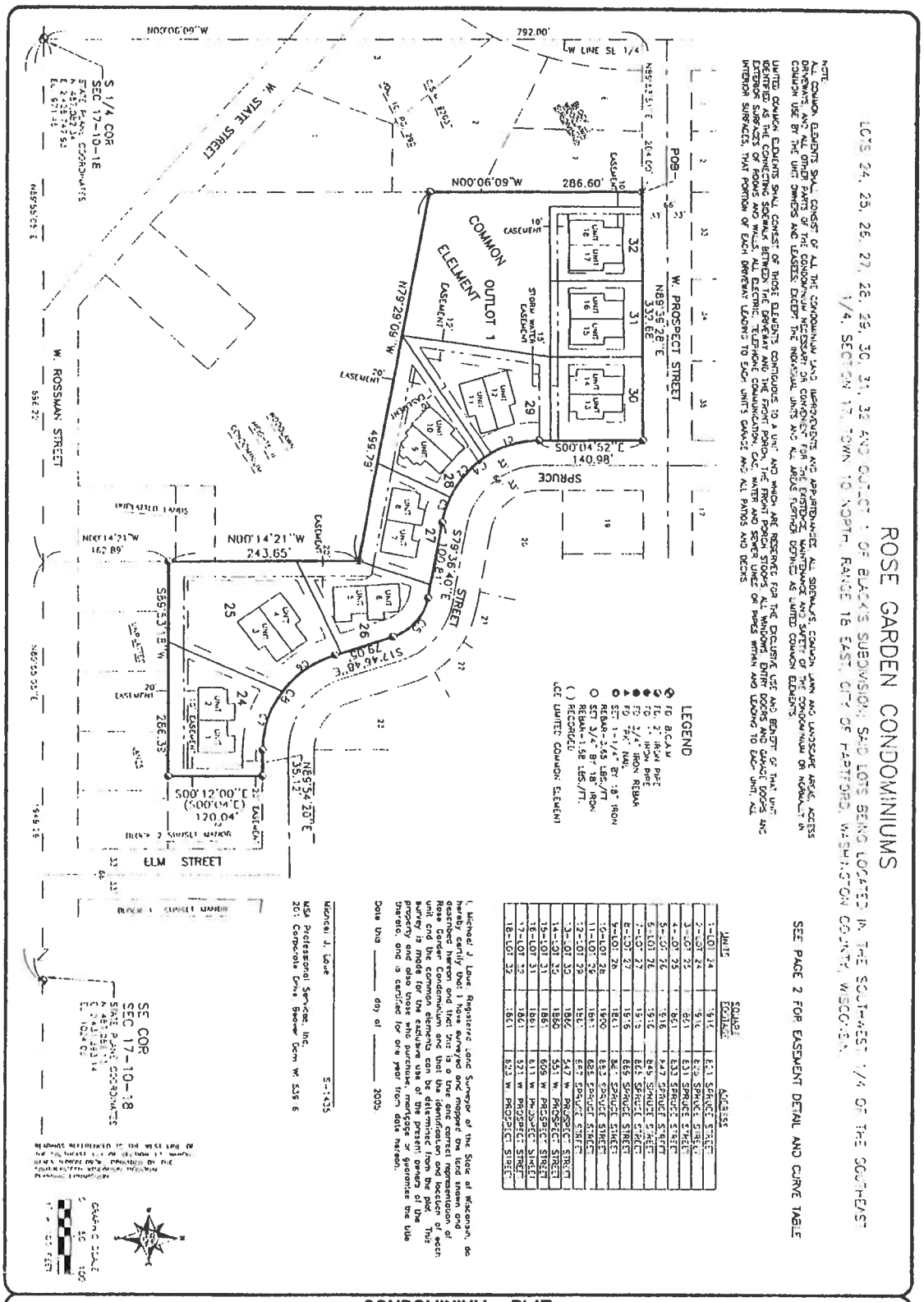
(a) For the first offense in a given twelve-month period: $__.

(b) For the second offense in a given twelve-month period: $_____.

(c) For the third offense in a given twelve-month period: $__.

Fines are to be paid immediately to the Association. Any fine not paid within ten days after billing therefor by the Association shall accrue a late charge in the amount of $__ for every month the fine is not paid. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

EXHIBIT A



UNITS	SQUARE FOOTAGE	ADDRESS
1-LOT 24	1915	621 SPRUCE STREET
2-LOT 24	1915	623 SPRUCE STREET
3-LOT 25	1861	625 SPRUCE STREET
4-LOT 25	1861	631 SPRUCE STREET
5-LOT 26	1916	633 SPRUCE STREET
6-LOT 26	1916	637 SPRUCE STREET
7-LOT 27	1915	645 SPRUCE STREET
8-LOT 27	1916	655 SPRUCE STREET
9-LOT 28	1861	665 SPRUCE STREET
10-LOT 28	1900	683 SPRUCE STREET
11-LOT 29	1861	685 SPRUCE STREET
12-LOT 29	1861	687 SPRUCE STREET
13-LOT 30	1886	5417 W. PROSPECT STREET
14-LOT 30	1860	551 W. PROSPECT STREET
15-LOT 31	1861	609 W. PROSPECT STREET
16-LOT 31	1861	611 W. PROSPECT STREET
17-LOT 32	1861	621 W. PROSPECT STREET
18-LOT 32	1861	623 W. PROSPECT STREET

I, Michael J. Love, Registered Land Surveyor of the State of Wisconsin, do hereby certify that I have surveyed and mapped the land shown on and described hereon and that this is a true and correct representation of Rose Garden Condominium and that the identification and location of each unit and the common elements can be determined from the plat. This survey is made for the exclusive use of the present owners of the property and also those who purchase, mortgage or guarantee the title thereto, and is certified for one year from date hereon.

Date this _____ day of _____ 2005

Michael J. Love
S-1435
MSA Professional Services, Inc.
201 Corporate Drive Beaver Dam WI 53 6

CONDOMINIUM PLAT

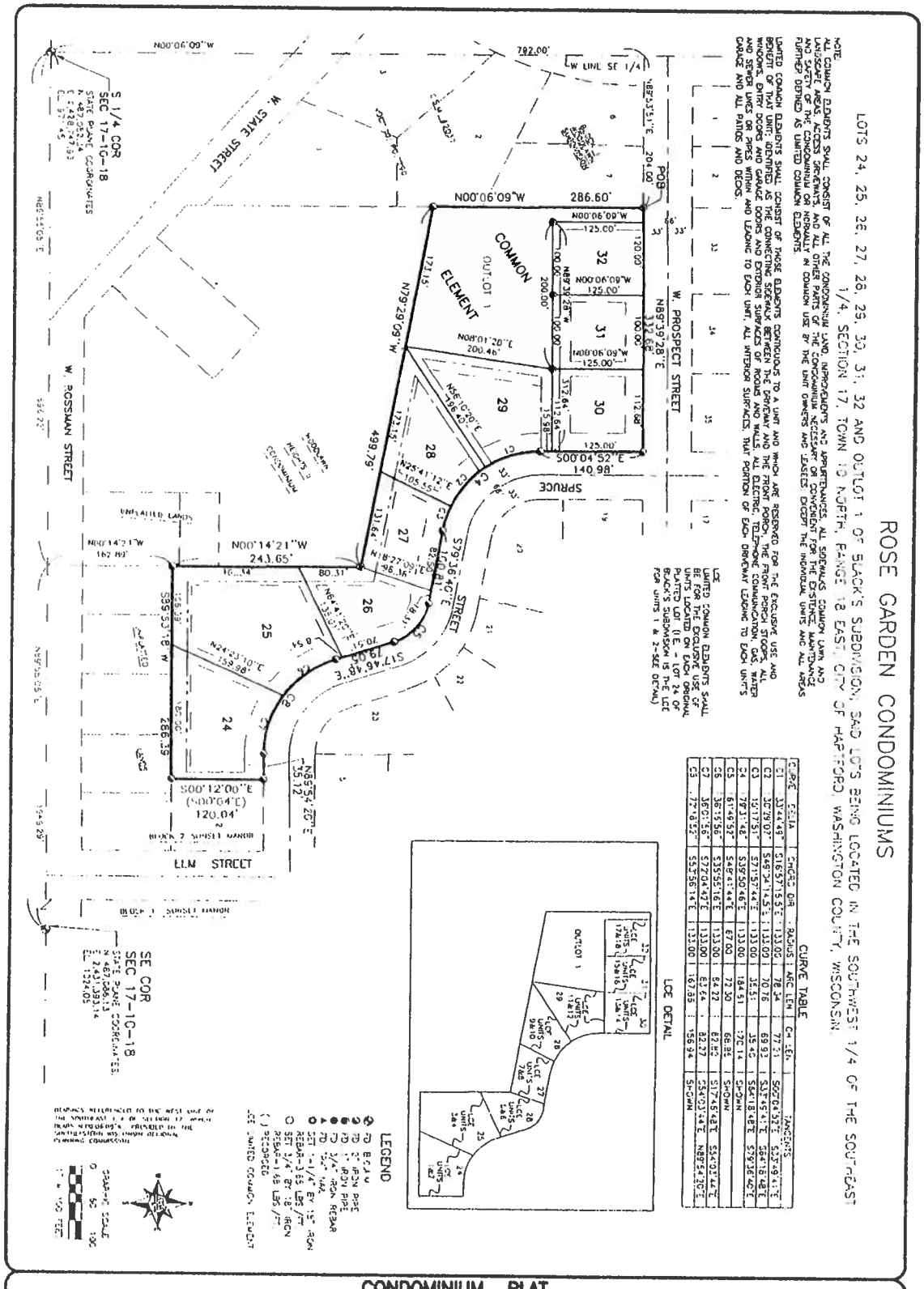
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DECLARANT
ROSE GARDEN CONDOMINIUMS, LLC
629 W. State Street
Hartford, WI 53027

PROJECT # 193521	SCALE 1" = 100 FEET	FILE # 193521\cadd\survey\com\condo.dwg
FILE DOOF #	DRAWN BY AE Gutierrez/Anna Cook	SHEET # 1 of 6
FAX #	CHECKED BY Michael J. Love	SIDE # 1/1

EXHIBIT B



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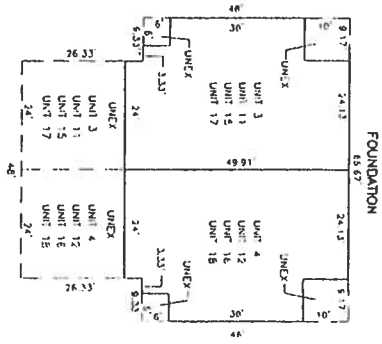
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PAGE #	CHECKED BY Michael J. Lane	SIDE # 1/1

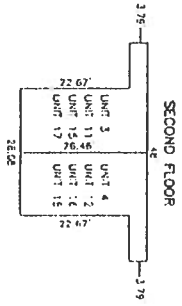
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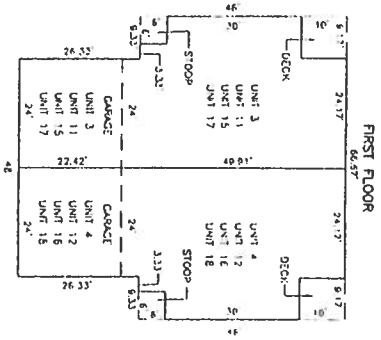
ROSE GARDEN CONDOMINIUMS

LOTS 24, 25, 26, 27, 28, 29, 30, 31, 32 AND OUTLOT 1 OF BLACK'S SUBDIVISION, SAID LOTS BEING LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 17, TOWN 10 NORTH, RANGE 18 EAST, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN.

WINTER SUNSET







GRAPHIC SCALE
0 16 32
1" = 32 FEET

FLOOR PLANS HAVE BEEN PREPARED USING MEASUREMENTS OF BUILDINGS FROM ARCHITECTURAL PLANS AND EXISTING PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENTS CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES, REGARDLESS OF THE SHIFTING, SETTLEMENT OR LATERAL MOVEMENT OF ANY BUILDING REGARDLESS OF MINOR VARIATIONS BETWEEN PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OR SHOWN ON THE CONDOMINIUM PLAT AND THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OR COMMON ELEMENT AS FINALLY CONSTRUCTED.

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PROJECT # 19352.1	SCALE: 1" = 20' FEET	FILE # 19352\cadd\survey\cosp\condo.dwg
FIELD BOOK #	DRAWN BY Ali Budorer/Anne Cook	SHEET # 3 of 6
PAGES #	CHECKED BY Michael J. Love	SIZE # 17

EXHIBIT D

ROSE GARDEN CONDOMINIUMS

LOTS 24, 25, 26, 27, 28, 29, 30, 31, 32 AND OUTLOT 1 OF BLACK'S SUBDIVISION, SAID LOTS BEING LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 17, TOWN 10 NORTH, RANGE 18 EAST, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

AUSTRIAN COOPER

FLOOR PLANS HAVE BEEN PREPARED USING MEASUREMENTS OF BUILDINGS FROM ARCHITECTURAL PLANS. ANY EXISTING PHYSICAL BOUNDARIES OF A UNIT OR COMMON ELEMENTS CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES REGARDLESS OF THE SHIFTING, SETTLEMENT OR LATERAL MOVEMENT OF ANY BUILDING REGARDLESS OF MINOR VARIATIONS BETWEEN PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OR SHOWN ON THE CONDOMINIUM PLAT AND THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OR COMMON ELEMENT AS FINALLY CONSTRUCTED

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PROJECT # 193521	SCALE: 1" = 20 FEET	FILE # 193521\cadd\survey\csm\condo.dwg
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PAGES #	CHECKED BY: Michael J. Laue	SIDI # 171

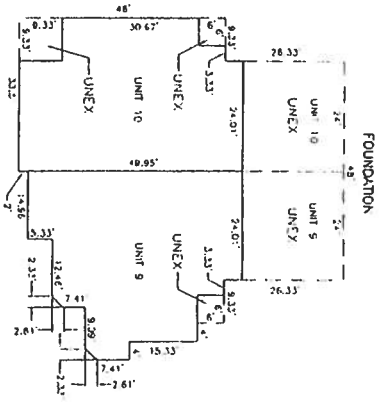
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ROSE GARDEN CONDOMINIUMS

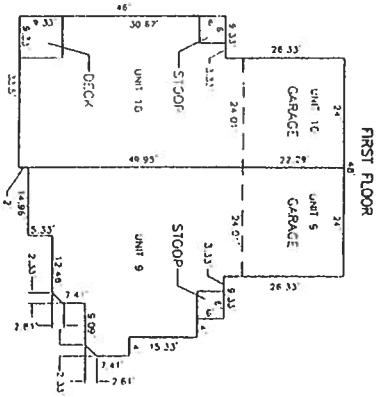
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SERENDIPITY

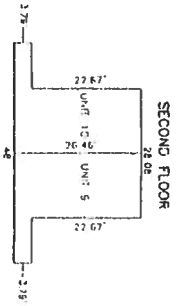
FOUNDATION



FIRST FLOOR



SECOND FLOOR



GRAPHIC SCALE



FLOOR PLANS HAVE BEEN PREPARED USING MEASUREMENTS OF BUILDINGS FROM ARCHITECTURAL PLANS. ANY EXISTING PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENTS CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES REGARDLESS OF THE SHIFTING, SETTLEMENT OR LATERAL MOVEMENT OF ANY BUILDING REGARDLESS OF MINOR VARIATIONS BETWEEN PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OF SHOWN ON THE CONDOMINIUM PLAT AND THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OR COMMON ELEMENT AS FINALLY CONSTRUCTED.

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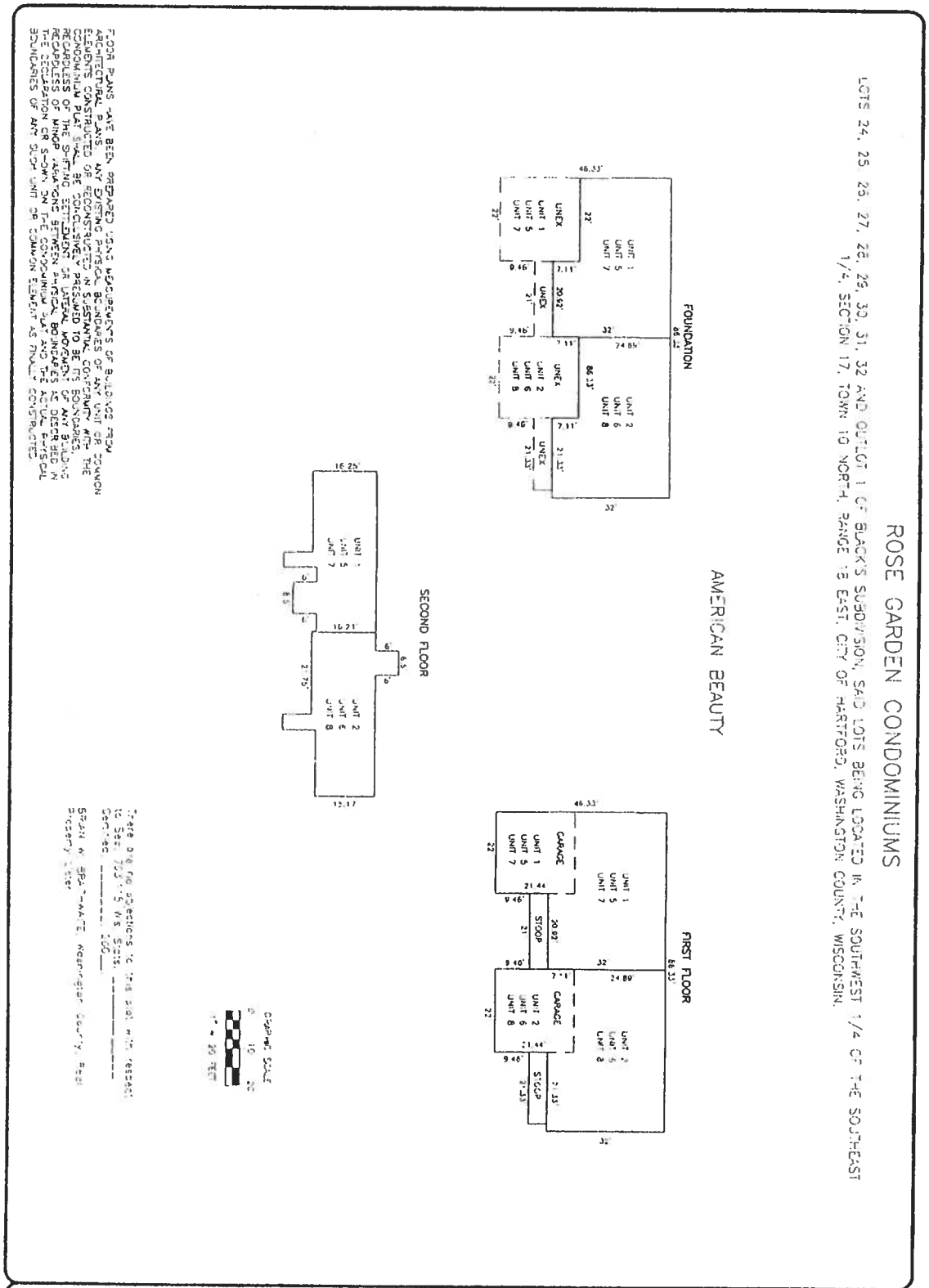
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FIELD BOOK #	DRAWN BY Ali Buderer\Anne Cook	SHEET # 5 of 6
PAGES #	CHECKED BY Michael J. Lee	SIDE # 1/1

DOC# 1113595

EXHIBIT F



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PAGES #	CHECKED BY Michael J. Love	SIDE # 1/1