DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR

INDIAN RIDGE TERRACE CONDOMINIUM

THIS DECLARATION is made and entered into by Rodney Berg, 233 Hazelyn Court, Whitewater, Wisconsin, hereinafter referred to as the "DECLARANT";

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described, located in the City of Whitewater, Walworth County, Wisconsin, and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended from time to time (hereinafter referred to as the "ACT"); and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as Indian Ridge Terrace Condominium, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several unit owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the property; and

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth, DECLARES AS FOLLOWS:

installation and maintenance of the sanitary sewer system in the common elements. Charges for the use of same will be made by the City and will be billed to the individual units in accord with policies of the City.

No unit owner may construct or maintain any exterior facilities without Declarant's prior approval or after formation of the Association, the Board's approval. Failure to maintain same in good condition shall be the basis for revocation of approval and immediate removal of same by the Board at unit owner's expense. The Association shall be responsible for exterior maintenance of the unit.

The drives and parking areas shall be maintained by the Association as a common element and expense.

All approvals required under this Declaration and the By-Laws of the Association shall be in writing.

Each unit shall be individually metered for utilities. The expense of these utilities shall be the responsibility of the individual unit owner. Utility services furnished the Common Elements shall be a common expense.

The Declarant and, after formation of the Association, the Board, may assign parking and storage areas on the premises independent of the units and the limited common areas assigned to the units for the use, benefit and enjoyment of the unit owners either individually or as a group of all or less than all unit owners.

Said real estate and all improvements thereon and appurtenances thereto shall be known as Indian Ridge Terrace CONDOMINIUM. The address shall be 250 Indian Mound Parkway, Whitewater, Wisconsin 53190.

The condominium and units therein shall be used for residential purposes only.

The acceptance of a conveyance of a unit in this condominium shall be deemed to grant to and vest in Declarant the power of attorney on the part of the unit owner to amend this declaration and the Association By-Laws to correct errors or omissions and/or to comply with any applicable Federal, State, County or local laws, ordinances or agency regulations. In addition, the power of attorney vested in the Declarant under this declaration shall give the Declarant the authority to amend this declaration and the Association by-laws to show the as built location of the individual buildings and units after construction, if same have been located on the premises other than as shown on the initial condominium plat due to aesthetic or other reasons. Unit owners may select from various styles of units shown on Exhibit "A" attached. The

(c) The grounds, basements, yards, gardens, parking areas, storage spaces, play areas, parks and recreational facilities; except individual Unit basements;

(d) The premises for the storage of property utilized in the maintenance of the property and for the storage of property owned by the unit owners;

(e) Installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating, as applicable;

(f) The tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;

(g) Such community facilities as may be provided for in the declaration; and

(h) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.09 Common Expenses:

(a) All sums lawfully assessed against the unit owners by the association of unit owners; and

(b) Expenses declared common expenses by this act or by the declaration or by-laws.

2.10 Common Surpluses: The balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

2.11 Limited Common Elements: Those common elements designated in the declaration as reserved for exclusive use of one or more but less that all unit owners.

2.12 Majority or Majority of Unit Owners: The unit owners with more than 50% of the votes in accordance with the votes assigned in the declaration to the units for voting purposes.

2.13 Person: Individual, corporation, partnership, association, trustee or other legal entity.

2.14 Unit Ownership: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

2.15 Parking Area: Area provided for parking automobiles as shown on Exhibit A attached hereto, and hereinafter described.

of the Unit, except as a tenant-in-common with all other Unit Owners.

ARTICLE IV

COMMON ELEMENTS: LIMITED COMMON ELEMENTS

4.01 Ownership of Common Elements: Each Unit Owner shall be entitled to and own a undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Property, and except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount. The percentage ownership may be changed upon unanimous written approval of all the Unit Owners in the form of an Amended Declaration duly recorded. In the event of condemnation by public authority as hereinafter provided in Article IX 9.01 (a) or of loss as provided in Article X, the percentage ownership may be changed to conform with the provisions set forth therein. The DECLARANT has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in the schedule attached hereto as Exhibit "B" and incorporated herein by reference, as though fully set forth herein. The undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

4.02 Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

4.03 Common Elements: Description: The Common Elements shall be designated and set forth on Exhibit "A", attached hereto, and shall consist of all of the condominium except the units.

4.04 Limited Common Elements: Description: The Limited Common Elements shall be as designated and set forth on Exhibit "A", attached hereto, and shall be identified thereon as to type, extent and unit or units to which the Limited Common Element is assigned. Fixtures designed to serve a single unit and located contiguous to the boundary of the unit shall be deemed to be a Limited Common Element appertaining to that unit exclusively and need not be shown on Exhibit "A".

construction,-settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the wilful conduct of said Owner or Owners.

(b) Easements for Utilities: Wisconsin Bell Telephone Company, Wisconsin Electric Power Company, Wisconsin Natural Gas Company, Marcus Cable TV, City of Whitewater and all other public utilities serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the property with the utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The DECLARANT prior to the creation of the Board and the Board thereafter may hereafter grant other or additional temporary or permanent easements for utility or other purposes over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the DECLARANT prior to the creation of the Board and the board thereafter an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit whether or not such walls lie in whole or in part within the Unit boundaries.

(c) Easements to Run with the Land: All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or

shall be deemed to be appurtenant to and pass with the title to the Unit to which appurtenant even though not expressly mentioned in the document passing title to the Unit. The DECLARANT shall, in the event of exercise of such reserved right, give the Board notice thereof and the name of the Unit Owner to whom the DECLARANT has granted the exclusive use, which notice shall be conclusive upon the Board and all Unit Owners as to the rights of the Unit Owner designated in such notice. Subject to the foregoing, the Board may determine to grant exclusive use and possession to designated parking stalls in any portion of the Property allocated to parking purposes to Unit Owners, and the Board may in any event prescribe such rules and regulations with respect to such Parking Areas as the Board may deem fit. Such exclusive use and possession given a Unit Owner or Owners shall be subject to such rules and regulations as the Board may deem fit, including the requirement that such exclusive use and possession encompass the obligation to clean and maintain that portion of the Common Elements subject thereto as an expense of a Unit Owner rather than a Common Expense. The ownership of a garage shall be limited to unit owners only.

(c) Storage Areas: Storage areas in any Building outside of the respective Units shall be part of the Common Elements and the use thereof shall be allocated among the Unit Owners as the Board may by its rules and regulations prescribe.

5.06 Separate Mortgages of Units: Each Unit owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

5.07 Separate Real Estate Taxes: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

5.08 Utilities: Each Unit Owner shall pay for his own natural gas, cable TV, telephone, electricity, water, sanitary sewer service and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Sections 3.02 and 3.03, provided, however, such maintenance, repairs and replacements as may be required for the bringing of water, gas and sever service or electricity to the Unit, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by personnel as a Common Expense.

(2) All of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner.

The use of the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. Exterior roofing and painting shall be the expense of the Board as a Common Expense. as hereinbefore provided. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement required to cure a latent or patent defect in material or workmanship in the construction or location of a structure on the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

5.11 Negligence of Owner: If, due to the negligent act or omission of a Unit Owner, or of a member of his family or

The Declarant, prior to the expiration of Declarant control and the association thereafter by majority vote of the unit owners, may affiliate with a master association for the purpose of carrying out the duties and powers provided under Wisconsin Condominium Ownership Act for Master Associations.

6.02 Determination of Board to be Binding: Notwithstanding that the words "Board" and "Association" may in some instance be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

6.03 Voting Rights: There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or owners to act as proxy on his or their behalf and who need no be an owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Board before the scheduled time of the meeting. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in person or by proxy. There shall be one (1) vote per unit with the total vote available being equal to the total number of units in the condominium. The DECLARANT (or its nominee) may exercise the voting rights with respect to any Unit owned by the DECLARANT.

6.04 Meetings:

(a) Quorum: Procedure: The presence in person or by proxy of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any voting member in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) Annual Meeting: The first Annual Meeting of the Voting Members shall be held upon fifteen (15) days written notice given by the DECLARANT prior to the conveyance of twenty-five percent

year, to provide for a Board consisting of three (3) members, all of whom must own a unit, except for Board members nominated or designated by the DECLARANT. Two (2) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of three (3) years or until their successors are elected and qualify, provided, however, that the terms of at least one-third of the Directors shall expire annually. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such Member shall thereupon cease to be a Member of the Board and his place on the Board shall be deemed vacant. Vacancies in the Board may be filled by unanimous vote of the remaining Members thereof. Except as otherwise provided in the Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members (Association), a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of secretary, including counting votes at any meeting, and a Treasurer to keep the financial records and books of account.

(c) Any Board Member may be removed from office, by the affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any Special Meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by majority vote of the Voting Members at the same meeting or any subsequent meeting called for that purpose.

(d) An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Unit owners and at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member, delivered personally or by mail or telegram. Any Board Member may in writing waive notice or consent to any action of the Board without a meeting.

(e) Board Members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

6.07 General Powers of the Board: Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

provided, the following:

(a) Utility Service for Common Elements: Water, sewer, waste removal, electricity, gas and telephone, heat, power and other necessary utility service for the Common Elements (and, if not separately metered or charged, for the Units);

(b) Casualty Insurance: Insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance shall be common expenses. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the members of the Association as Trustees for each of the Unit owners in their respective percentages of ownership interest in the Common Elements as established in Exhibit "B". The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depositary on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of $10,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Association insured Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

In the event of the total destruction of a unit or units and thereafter the Board determining that the unit or units may not be reconstructed under the ordinances of the City of Whitewater or Walworth County or the laws of the State of Wisconsin or in the alternative the Board determines that the cost of reconstruction shall exceed the insurance proceeds, the Board may direct that the insurance proceeds applicable to each destroyed unit be paid to the unit owner together with a sum equal to the unit owner's interest in the common elements, exclusive of the individual units, as determined by three appraisers, one selected by the Board, one selected by the unit owner and the third select by the two other appraisers. This added sum shall be a common expense of the remaining units and assessed accordingly. Upon payment of this sum to the unit owner of the destroyed unit, the unit owner shall cease to be an owner and the percentage interest of the remaining owners shall be adjusted in accord with the formula set forth on Exhibit "B". In the event the cost of replacement exceeds the insurance proceeds and the unit may be constructed under the ordinances and laws aforesaid, the unit owner may request the Board to authorize the reconstruction of the unit subject to the unit owner tendering to the Board a sum

insurance to the extent necessary to comply with any applicable laws;

(e) Wages and Fees for Services: The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Elements: Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units, which the owner shall paint, clean, decorate, maintain and repair, and subject to the provisions of subsection (i) of this Section 6.08, not including any portion of the Common Elements which are the responsibility of any Owner) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements;

(g) Additional Expenses: Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as first class buildings or for the enforcement of this Declaration;

(h) Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said owners;

(i) Certain Maintenance of Units: Maintenance and repair of any Unit as provided in this Declaration, and maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or

shall be signed by the Treasurer and countersigned by the President of the Board.

6.10 Rules and Regulations:

(a) Rules: The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Management: Notwithstanding any other provision herein, the Board may engage the services of an agent to manage the property to the extent deemed advisable by the Board.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

ARTICLE VII

BUDGET-ASSESSMENTS-MAINTENANCE FUND

7.01 Preparation of Estimated Budget: Each year on or before December 1, the Board shall estimate the total amount necessary to pay the costs of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power an other common utilities and Common expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to the By-Laws. Said assessments shall be payable as provided in the By-Laws. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all the Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owners payment obligations to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's payment obligations to the installments due in the succeeding months after rendering of the accounting as

Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee as fixed by the board not to exceed twenty-five dollars ($25.00), any owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

7.06 Status of Collected Funds: All funds collected shall be held and expended for the purposes designated and (except for such special assessments as may be levied against less than all the Unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners as provided in the By-Laws.

7.07 Remedies for Failure to Pay Assessments: If any Unit owner shall default in the payment of any charge or assessment imposed by the Board, the Board shall have the authority for and on behalf of itself and said Association and as the representative of all Unit owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, the By-Laws, this Declaration or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments.

7.08 Rental During Foreclosure: In the event of the foreclosure of a lien for unpaid common expenses, the Unit owner who is the defendant in such proceeding shall be required to pay a reasonable rental for such Unit.

7.09 Amendments: Except for such amendments as may be required to conform any provision of the Declaration to the requirements of law, all amendments to this Article VII shall only be effective upon unanimous written consent of the Owners and their mortgagees. No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use of enjoyment of any of the common areas and facilities or by abandonment of his Unit.

ARTICLE VIII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

8.01 The Units and Common Elements shall be occupied and used as follows:

(a) Purpose: No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be

DECLARANT, or its agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to place such other signs on the Property as may be required to facilitate the sale of unsold Units, or the management and/or construction of the condominium. The Association or its agents, shall have the right to enter a unit to remove any signs located therein contrary to the provisions of the Declaration or By-Laws. Any unit who violates this provision shall be assessed One Hundred and no/100 Dollars ($100.00) per day which shall be due and payable within fifteen (15) days after notice by the Association. Any sum that remains unpaid after the fifteen (15) days may be placed of record as a lien against the unit as provided by law.

(h) Alterations of Common Elements: Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

(i) Parking Area: That part of the Common Elements identified in Exhibit "A" as Parking Area shall be used by the owners for parking purposes, subject to the exclusive rights of the respective Unit Owners. Motor homes and mobile homes shall not be parked, stored or utilized on the premises without prior Board approval. Approval shall be limited to a maximum of seventy-two (72) hours. No use shall be in violation of local ordinances or state law.

(j) Display of Model Units by DECLARANT: Declarant reserves the right, at Declarant's option, for period of not more than 60 months from the recording or filing of this Declaration, to occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the DECLARANT one or more Units for business, construction management, general management or promotional purposes, including clerical activities, sales offices, model Units for display and the like; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner or occupant.

8.02 The By-Laws shall govern the management and operation of the Condominium, except as otherwise provided in this Declaration, including any restrictions on or requirement respecting the use and maintenance of the units and the Common Elements.

ARTICLE IX

CONDEMNATION AND UNPAID ASSESSMENTS

9.01 Condemnation:

(a) In the event of condemnation under the Laws of Wisconsin of a portion of the premises including therein a

days after transferee's request for same, the association or the Board shall be barred from claiming a lien against the transferee.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

10.01 Insurance:

(a) Sufficient Insurance: In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within sixty (60) days after said damage, or destruction, shall occur, the Unit Owners elect either to sell the Property as hereinafter provided in Article XI or to withdraw the Property from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event of damage or destruction to any single building or the buildings aggregating less than fifty percent (50%) of the total buildings, said building or buildings shall be promptly repaired or restored, subject to the provisions of Article VI Section 6.08 hereinbefore set forth.

(b) Insufficient Insurance: In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.

(c) Additional Insurance: Any Owner may, at said Owner's option, carry additional insurance on his unit including coverage for any substantial improvements made therein.

(d) Any vote of the Owners required under this section shall require the affirmative vote of the owners having 75% or more of the votes.

10.02 Substantial Restoration: Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other

next succeeding:

(a) To enter upon the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the DECLARANT, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and

(b) To prohibit the use of all of the amenities of the condominium and the common elements thereof, except for the right of ingress and egress over the roadways and walkways located on the common elements and the use of the individual unit by the defaulting owner.

(c) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(d) To seek damages by appropriate legal proceedings.

12.02 Involuntary Sale: If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate or breach any covenants, By-Laws, restrictions or provisions of this Declaration or of the Act, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur or shall reoccur more than once thereafter, then the Board shall have the power to issue the defaulting Owner a thirty day notice in writing to terminate the rights of the said defaulting owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the Court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge the lien of any then existing mortgage, court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit

14.03 Service of Notices on Devisees and Personal Representatives: Notices required or desired to be given to any devisee or personal representatives of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

14.04 Covenants to Run With Land: Each grantee of the DECLARANT by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Warranty Deed or Land Contract or any Contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions to the Declaration were recited and stipulated at length in each and every deed of conveyance.

14.05 Non-Waiver of Covenants: No covenants, restrictions, conditions, obligations or provisions 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.

14.06 Waiver of Damages: Neither the DECLARANT, nor its representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the DECLARANT'S capacity as developer, contractor, Owner, manager, or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in case of gross negligence) ex delictu. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewerage, etc.) In the event of any dispute, its successors or assigns, the

disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting the matter at issue, and one by the two this chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Wisconsin as applied to the facts found by him or them. The expense of arbitration proceeding conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in Walworth County, Wisconsin.

14.11 Indemnity to Board Members: The members of the Board and the officer's thereof or of the Association shall not be liable to the Unit Owners for any mistake or judgement or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by members or officers on behalf of the Unit Owners of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners of the Association. The liability of any unit owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest of all the Unit owners in the Common Elements bears to the total percentage interest of all the Unit owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or the Board or Association.

14.12 Service of Process: All legal notices and service of process which may be made or given to the Unit Owners, Board of Directors or to the development parcel shall be served upon Mitchell J. Simon, 304 West Main Street, Whitewater, Wisconsin 53190. The Unit Owners shall designate such successors as may be required to the aforementioned party at an annual meeting or a special meeting called in accordance with the provisions of Section 6.04 herein.

IN WITNESS WHEREOF, Rodney Berg, has caused his name to be

INDIAN RIDGE TERRACE CONDOMINIUM
WALWORTH COUNTY

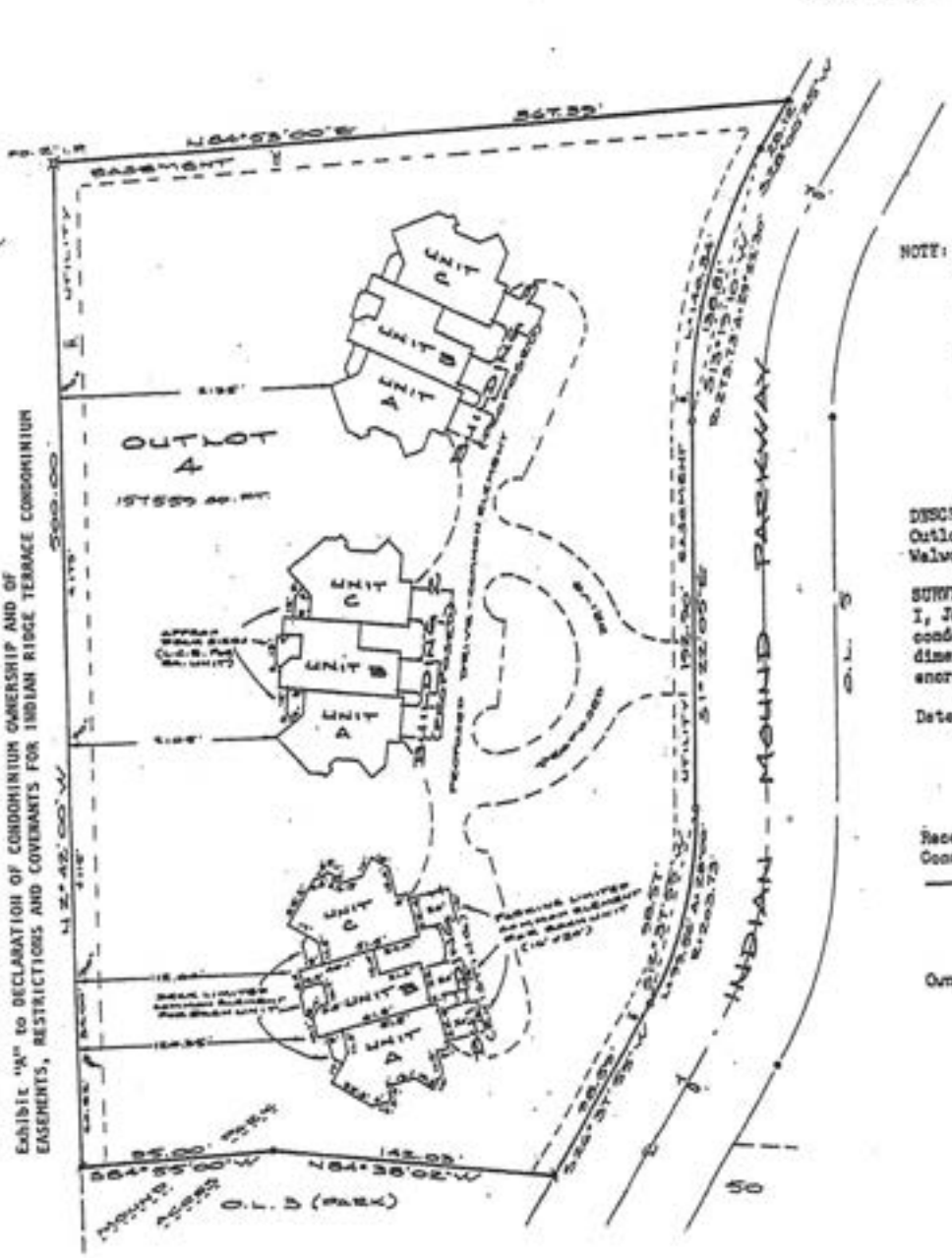


Exhibit "A" to DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR INDIAN RIDGE TERRACE CONDOMINIUM

0 50' 100' 200'
SCALE 1" = 100'

- Found 1¼" Iron Rod
- Found 3/4" Iron Rod
- Set 1"x24" Iron Pipe

NOTE: Building #1 is an existing structure that was partially completed at the time of the field survey. Building dimensions shown are to the exterior sheeting.

Buildings #2 and 3 are proposed and will be identical to Building #1, including L.C.E.'s.

Units will include any attached deck as a limited common element.

The common element of this condominium is the land encompassed by the condominium description except the units and limited common elements.

Sheets 2, 3 and 4 of this Condominium Plat are floor plans prepared by TDI Assoc. Inc., 1285 Sunny Ridge Road, Pewaukee, WI 53072.

DESCRIPTION - INDIAN RIDGE TERRACE CONDOMINIUM
Outlot 4, MOUND PARK ACRES in the NW¼ of the SE¼ of Section 6, T4N, R15E, City of Whitewater, Walworth County, Wisconsin, containing 157,559 sq. ft.

SURVEYOR'S CERTIFICATE
I, James B. Woodman, Registered Land Surveyor, certify that I have surveyed and mapped the condominium described and pictured hereon. I further certify that this plat is an accurate dimensional representation of the boundaries, buildings, improvements and existing encroachments, if any.

Date 10-24-88

James B. Woodman
Registered Land Surveyor, S-1239

WISCONSIN JAMES B. WOODMAN S-1239 FORT ATKINSON, WIS. LAND SURVEYOR

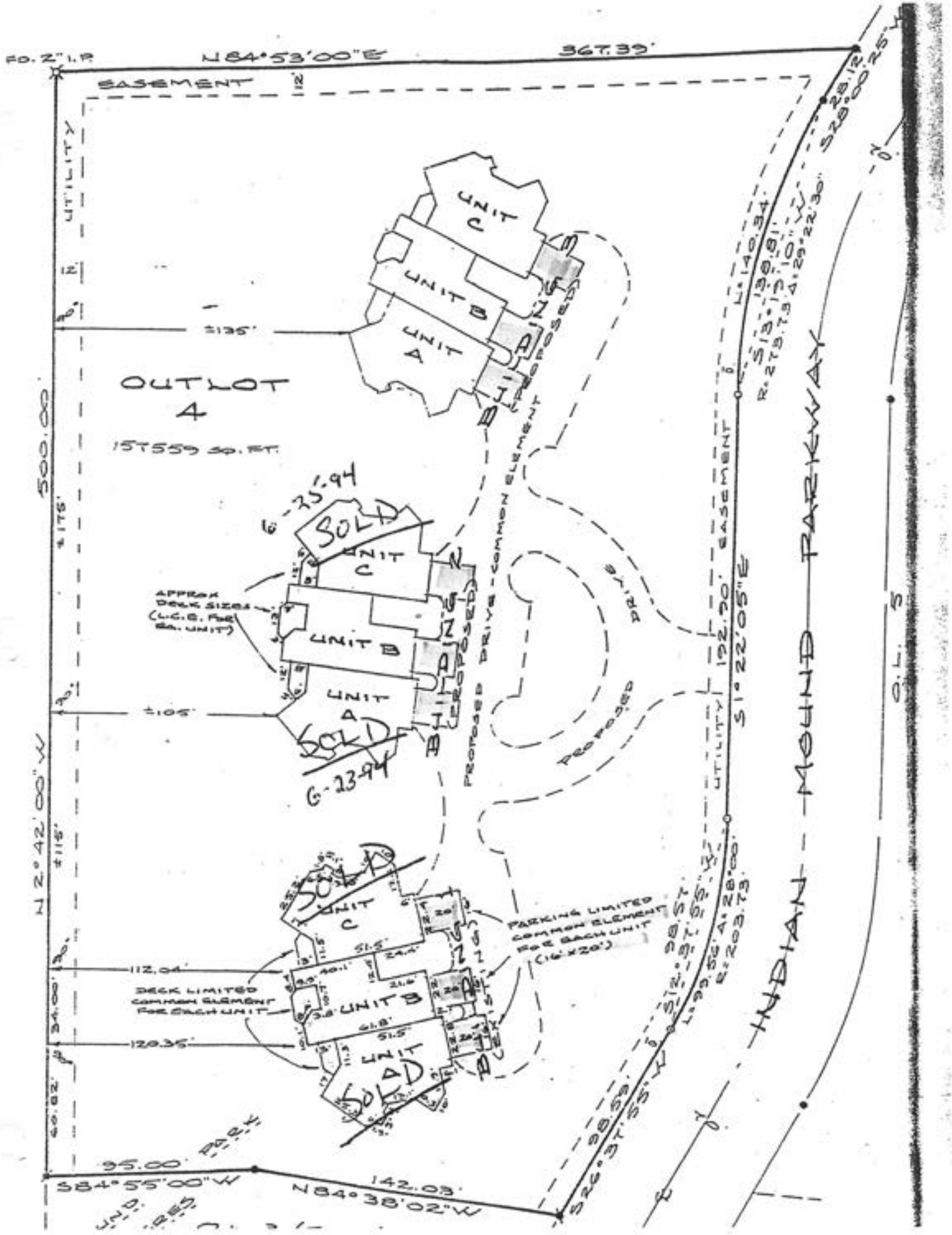
Received for record this ___ day of _____, 199__ at ____ o'clock __.M. and recorded in Condominium Plat Book Number ___ Condominium Plats of Walworth County at pages_____.

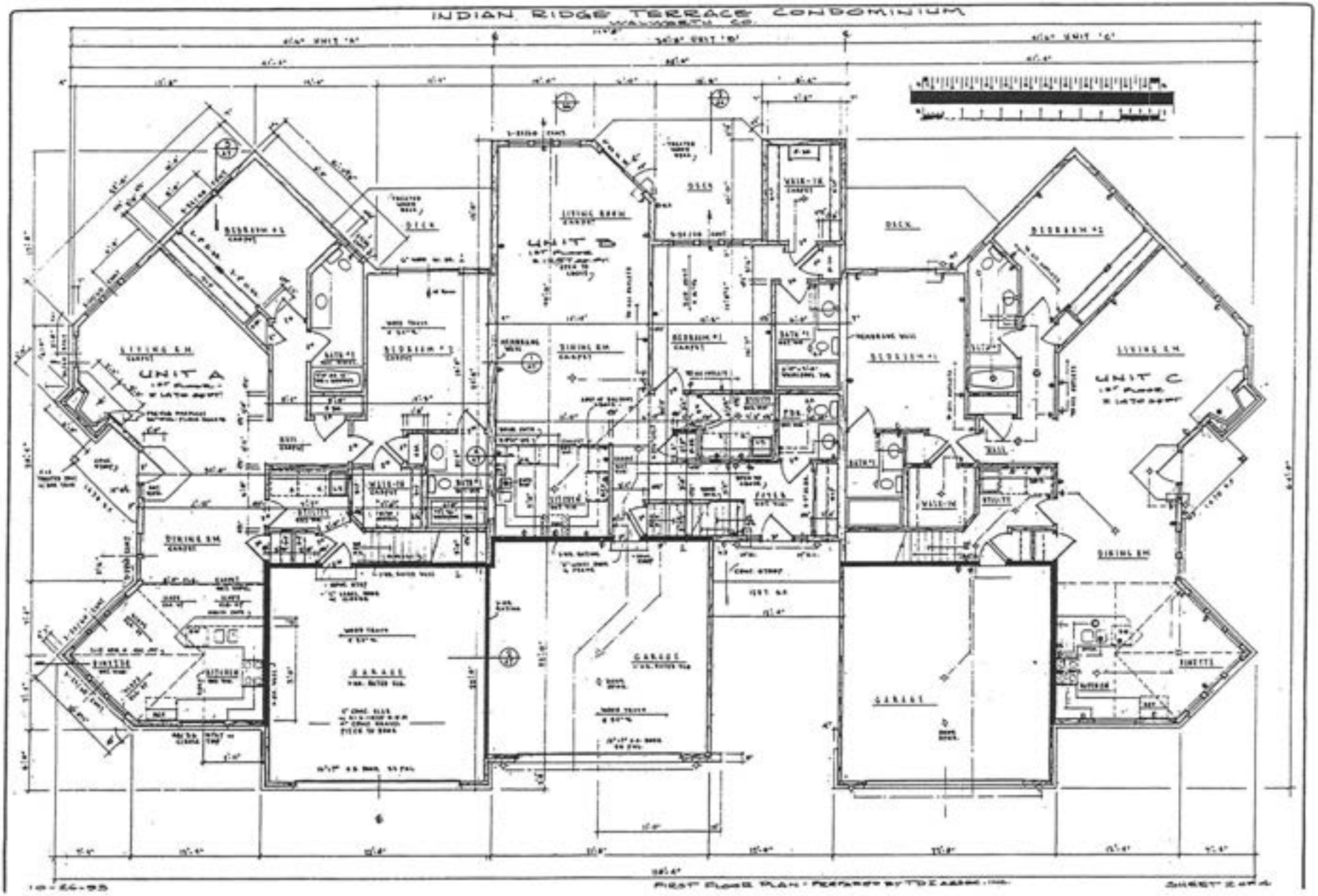
Lois Ketterhagen,
Walworth County Register of Deeds

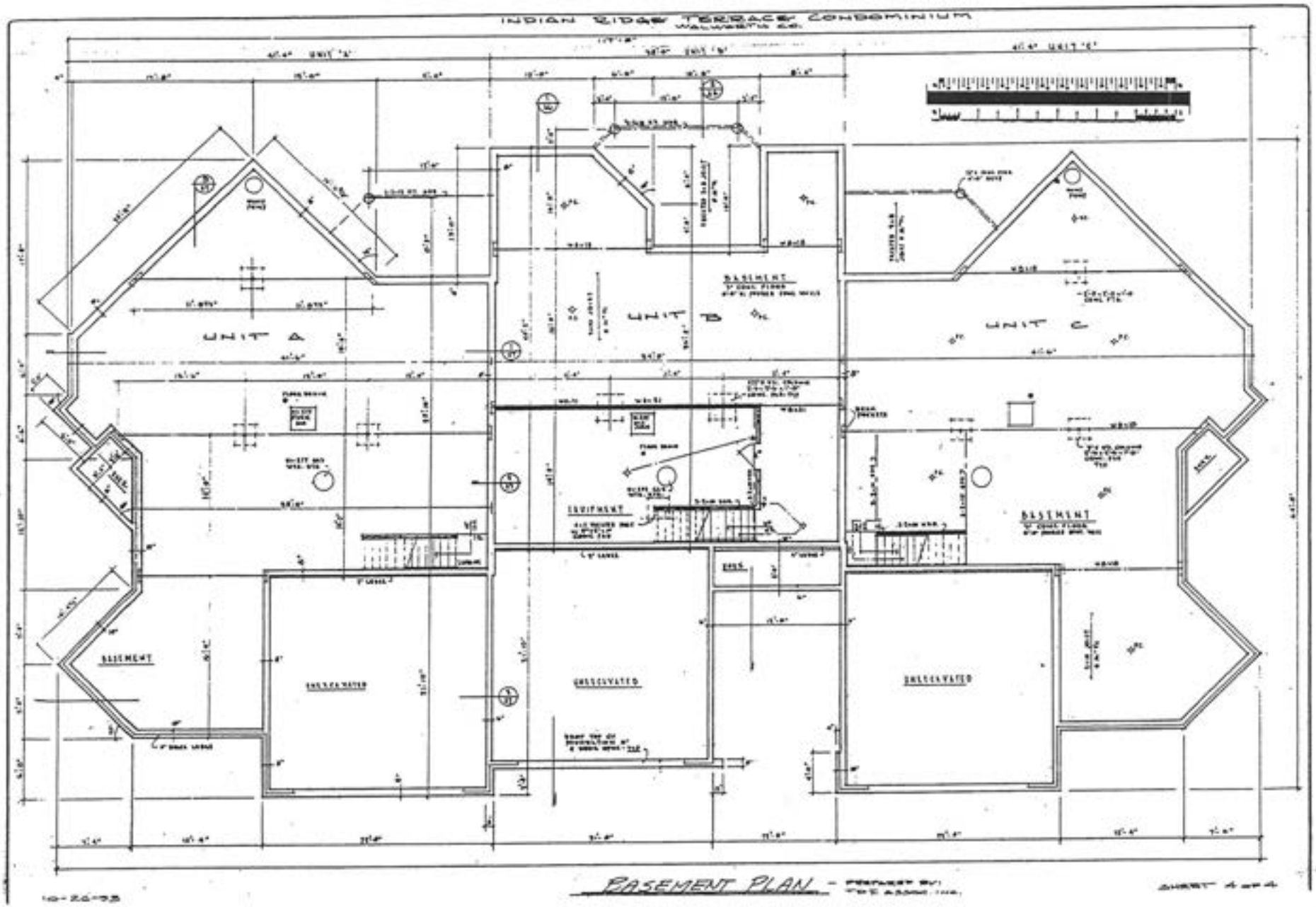
Owner: Rod Berg
233 Haselyn Ct.
Whitewater, WI 53190

Surveyor: WOODMAN, ANDERSON & ASSOCIATES
210 Madison Avenue
Fort Atkinson, WI 53538
(414) 563-8162

JN 935-111

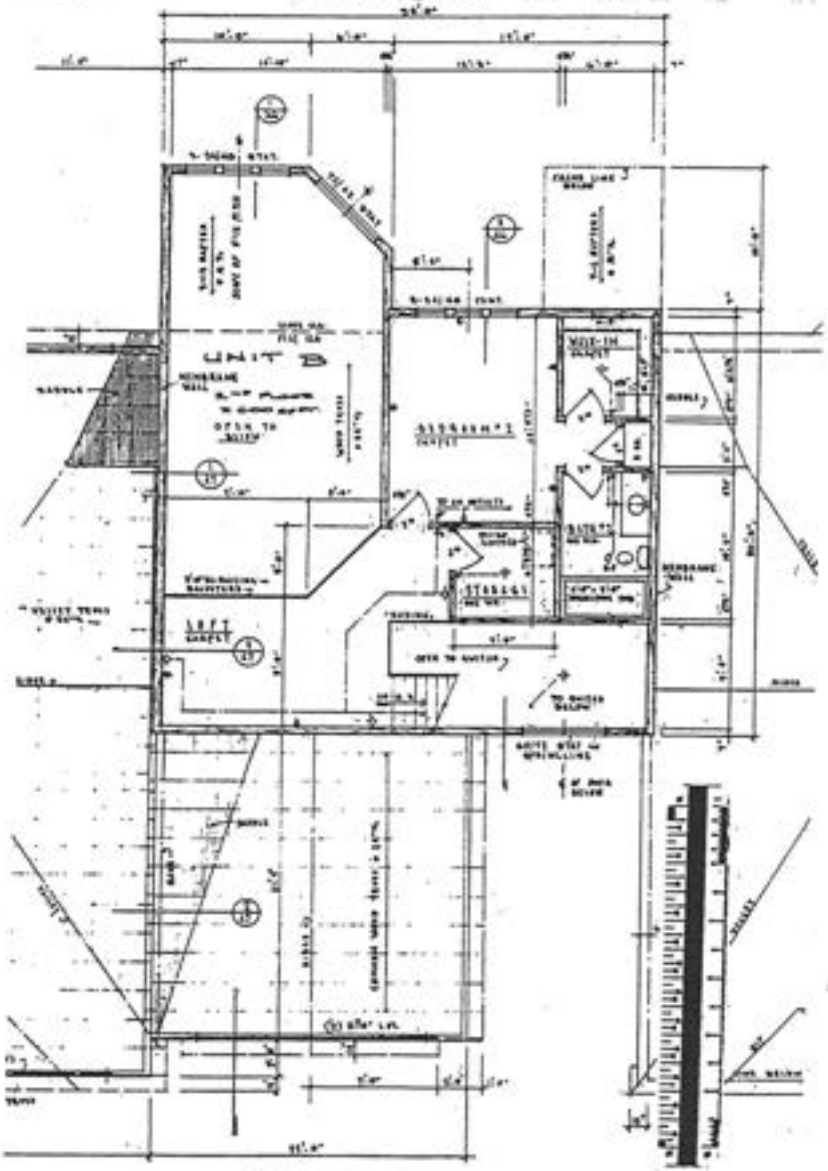

P.O.B.
N 84°53'00" E
367.39'
EASEMENT
UTILITY
OUTLOT
4
157559 SQ. FT.
500.00'
N 2°42'00" W
±135'
±175'
±105'
±115'
UNIT C
UNIT B
UNIT A
BLDG
PROPOSED
PROPOSED DRIVE - COMMON ELEMENT
SOLD
G-2594
G-2595
APPROX DECK SIZES (L.C.E. FOR EA. UNIT)
DECK LIMITED COMMON ELEMENT FOR EACH UNIT
PARKING LIMITED COMMON ELEMENT FOR EACH UNIT (16'x20')
112.04'
120.36'
34.00'
40.82'
95.00'
S 84°55'00" W
142.03'
N 84°38'02" W
S 26°37'55" W
S 1°22'05" E
192.20'
L=140.34'
R=213.79'
Δ=37°36'10"
S 29°00'25" W
529.12'
MOUND PARKWAY
C.L.
P.O.B.


INDIAN RIDGE TERRACE CONDOMINIUM
UNIT A
UNIT B
UNIT C
LIVING RM.
DINING RM.
BEDROOM #2
BEDROOM #3
DECK
GARAGE
FIRST FLOOR PLAN - PREPARED BY TDE ASSOC., INC.


INDIAN RIDGE TERRACE CONDOMINIUM
UNIT A
UNIT B
UNIT C
BASEMENT
EQUIPMENT
UNEXCAVATED
BASEMENT PLAN

INDIAN RIDGE TERRACE CONDOMINIUM

WALWORTH CO.



10-26-75

SECOND FLOOR PLAN - FEATURED BY:

SHEET 3 OF 4

EXHIBIT B

The method of determination of the percentage of vested ownership in the common areas and facilities and obligation for common expenses is as follows:

$$\text{Percentage Ownership} = \frac{\text{Ownership Points} \times 100}{\text{Total Ownership Points}}$$

THE INITIAL PERCENTAGE OF OWNERSHIP IN COMMON AREAS AND FACILITIES, AND UPON COMPLETION OF THE CONDOMINIUM, PRO-RATA SHARE OF COMMON EXPENSES OF THE UNITS IN INDIAN RIDGE TERRACE CONDOMINIUM, A CONDOMINIUM IS AS FOLLOWS:

UNIT NUMBER	OWNERSHIP POINTS	PERCENTAGE OWNERSHIP
Unit A, Building 1	100	11.111
Unit B, Building 1	100	11.111
Unit C, Building 1	100	11.111
Unit A, Building 2	100	11.111
Unit B, Building 2	100	11.111
Unit C, Building 2	100	11.111
Unit A, Building 3	100	11.111
Unit B, Building 3	100	11.111
Unit C, Building 3	100	11.111
	Total Ownership Points	900

The Declarant has determined that while the units vary some in size, the overall costs of insurance, maintenance, utilities, premises upkeep and related expenditures are determined to average out among the units. All units are equal. Therefore, the foregoing percentages do not equal 100% due to numerical division. Each unit is assigned one-ninth of the ownership.

0537401

Document Number

FIRST AMENDMENT TO CONDOMINIUM DECLARATION

RECORDED ON

2002 DEC 26 PM 3 27

CONNIE J. WOOLEVER
REGISTER OF DEEDS
WALWORTH COUNTY, WI
270157

Record this document with the Register of Deeds

Name and Return Address:

MARK T. OLM of
OLM & ASSOCIATES
PO BOX 37
WHITEWATER WI 53190-0037

21.00

(Parcel Identification Number)

INDIAN RIDGE TERRACE CONDOMINIUM:

Outlot 4, MOUND PARK ACRES I the NW 1/4 of the SE 1/4 of Section 6, T4N, R15E, City of Whitewater, Walworth County, Wisconsin, containing 157,559 sq. ft.

This Declaration amends the "Declaration of Condominium for Indian Ridge Terrace Condominium", dated the 28th day of October, 1993 and recorded the 29th day of October, 1993 in Volume 626 of Records at Pages 4215 through 4255, as Document No. 270157 and by a Condominium Plat therefor.

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR INDIAN RIDGE TERRACE CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION is made and entered into by INDIAN RIDGE TERRACE CONDOMINIUM OWNERS ASSOCIATION, INC., "Association";

The Association and its members are the owners in fee simple of the real estate located at 250 Indian Mound Parkway, in the City of Whitewater, Walworth County, Wisconsin known as Indian Ridge Terrace Condominium.

The Association, by a duly authorized vote of the Board of Directors and of the Membership, hereby amends the Declaration as follows:

2.03 Unit: A part of the property subject to this ACT intended for independent use as a single family residence including one or more cubicles of air at one or more levels of space, or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in any buildings. This includes any area designated on the Condominium Plat as a "deck", which has been converted by the Unit Owner with the consent of the Declarant or the Association into a sunroom, sunporch, or other room and which has become an integral part of the Unit.

4.04 Limited Common Elements: Description: The Limited Common Elements are as designated and set forth on Exhibit "A", attached to the Declaration, and are identified thereon as to type, extent and unit or units to which the Limited Common Element is assigned; however, those Limited Common Elements designated on Exhibit "A" as "deck" and which have been converted by the Unit Owner with the consent of the Declarant or the Association into a sunroom, sunporch, or other room and which has become an integral part of the Unit shall be part of the Unit and not a Limited Common Element. Fixtures designed to serve a single unit and located contiguous to the boundary of the unit shall be deemed to be a Limited Common Element appertaining to that unit exclusively and need not be shown on Exhibit "A".

5.05 Limited Common Elements:

(a) Balconies, Decks and Patios: All balconies, decks and patios are a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that balcony, deck and patio or those balconies, decks and patios, direct access to which is provided from her/his respective Unit and which is or are located outside of and adjoining her/his respective Unit; unless and until such time as the Board as hereinafter provided determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the balconies, decks and patios, the exclusive use and possession whereof is extended hereby, at his own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. However, any such balcony, deck and patio which has been converted by the Unit Owner with the consent of the Declarant or the Association into a sunroom, sunporch, or other room and which has become an integral part of the Unit shall be part of the Unit and not a Limited Common Element. A Unit Owner shall not paint,

or otherwise decorate or adorn or change the appearance of any such balcony, deck and patio, in any manner to such rules and regulations as may be established by the said Board of Association (hereinafter referred to). In the event any such balcony, deck and patio shall be appurtenant to more than one Unit, then all rights and obligations of the owners of each such Unit with respect to the use, maintenance and repair of such balcony, deck and patio shall be joint, common and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

Except as provided above, the Declaration is hereby ratified and confirmed.

IN WITNESS WHEREOF, Indian Ridge Terrace Condominium Owners Association, Inc., by its President and Secretary, and by all of the Unit Owners, has caused this to be signed this 12 day of November, 2002.

INDIAN RIDGE TERRACE CONDOMINIUM OWNERS ASSOCIATION, INC.

By Joanne Silva
JOANNE SILVA, Pres.

By Dale H. Scharinger
DALE SCHARINGER, Sec.

Joanne Silva
JOANNE SILVA, Owner

Donald Silva
DONALD SILVA, Owner

Dorothy Otting
DOROTHY OTTING, Owner

Kenneth Otting
KENNETH OTTING, Owner

Carole D. Scharinger
CAROLE SCHARINGER, Owner

Dale H. Scharinger
DALE SCHARINGER, Owner

Mary Althaus
MARY ALTHAUS, Owner

Elizabeth Asher
ELIZABETH ASHER, Owner

Thomas Lange
THOMAS LANGE, Owner

Thaddeus Drozdowski
THADDEUS DROZDOWSKI, Owner

Prudence J. Negley
PRUDENCE NEGLEY, Owner

John Negley
JOHN NEGLEY, Owner

Georgianna Myers
GEORGIANNA MYERS, Owner

Gilbert Myers
GILBERT MYERS, Owner

AUTHENTICATION

Signatures of JOANNE SILVA, DALE SCHARINGER, DONALD SILVA, DOROTHY OTTING, KENNETH OTTING, CAROLE SCHARINGER, MARY ALTHAUS, ELIZABETH ASHER, THOMAS LANGE, THADDEUS DROZDOWSKI, PRUDENCE NEGLEY, JOHN NEGLEY, GEORGIANNA MYERS and GILBERT MYERS, authenticated this 14th day of November, 2002.

Mark T. Olm
MARK T. OLM
State Bar No. 01011001
TITLE: MEMBER STATE BAR OF WISCONSIN

This Instrument Drafted By:
MARK T. OLM of
OLM & ASSOCIATES
State Bar No. 01011001
162 West Main Street
PO Box 37
Whitewater, WI 53190-0037
(262) 473-1819

CONSENT OF MORTGAGEE

The First Citizens State Bank of Whitewater, a banking corporation, Whitewater, Wisconsin, and mortgagee named in a mortgage executed by JOHN NEGLEY and PRUDENCE J. NEGLEY to the First Citizens State Bank of Whitewater, hereby consents to the execution and recording and filing of the First Amendment to Declaration of Condominium, and hereby submits its mortgages to the provisions of the Declaration and the Condominium Ownership Act of Wisconsin, Chapter 703 Wisconsin Statutes.

In witness whereof, the First Citizens State Bank of Whitewater caused this instrument to be signed by its duly authorized officer on its behalf.

Dated this 21st day of November, 2002.

FIRST CITIZENS STATE BANK

By: _____
JAMES K. CALDWELL, Pres.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
SS)
COUNTY OF WALWORTH)

Personally came before me this 21st day of November, 2002, the above named JAMES K. CALDWELL to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
Notary Public, Walworth County, Wisconsin.
My commission expires 8-24-03.

CONSENT OF MORTGAGEE

The M&I Bank South, a banking corporation, Janesville, Wisconsin, and mortgagee named in a mortgage executed by GILBERT MYERS and GEORGIANNA MYERS to the M&I Bank South, hereby consents to the execution and recording and filing of the First Amendment to Declaration of Condominium, and hereby submits its mortgages to the provisions of the Declaration and the Condominium Ownership Act of Wisconsin, Chapter 703 Wisconsin Statutes.

In witness whereof, the M&I Bank South caused this instrument to be signed by its duly authorized officer on its behalf.

Dated this 4 day of ~~November~~ December, 2002.

M&I BANK SOUTH

By: David R. Steady

ACKNOWLEDGMENT

STATE OF WISCONSIN)
SS)
COUNTY OF ROCK)

Personally came before me this 4th day of ~~November~~ December, 2002, the above named David R. Steady to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Rock County, Wisconsin.
My commission expires 4-25-04.

INDIAN RIDGE TERRACE
CONDOMINIUM ASSOCIATION

RESOLUTION BY THE BOARD OF DIRECTORS

November 12, 2002

In consenting to adopt the changes to the original Declaration of Condominium Ownership to include sunrooms/porches as part of the definition of a unit (First Amendment: 2.03, 4.04, 5.05), the Board of Directors resolves that the Association shall be responsible for normal repair and maintenance of the decks/patios as part of the Common Elements.

Joanne Silva, President

Vice President/Secretary

Thomas F. Langer Treasurer

To be attached to the By-Laws of the Condominium Owner's Association.

Document Number

SECOND AMENDMENT TO CONDOMINIUM DECLARATION

692966

Recorded
NOV. 06, 2006 AT 04:00PM
CONNIE J WOOLEVER
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Fee Amount: $15.00

This Declaration amends the "Declaration of Condominium for Indian Ridge Terrace Condominium", dated the 28th day of October, 1993 and recorded the 29th day of October, 1993 in Volume 626 of Records at Pages 4215 through 4255, as Document No. 270157 and by a Condominium Plat therefor; and the First Amendment to Condominium Declaration recorded the 26th day of December, 2002 as Document No. 537401.

Record this document with the Register of Deeds

Name and Return Address:

MARK T. OLM of
OLM & ASSOCIATES
PO BOX 37
WHITEWATER WI 53190-0037
15.00

(Parcel Identification Number)

INDIAN RIDGE TERRACE CONDOMINIUM:

Outlot 4, MOUND PARK ACRES I the NW 1/4 of the SE 1/4 of Section 6, T4N, R15E, City of Whitewater, Walworth County, Wisconsin, containing 157,559 sq. ft.

692966

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR INDIAN RIDGE TERRACE CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION is made and entered into by INDIAN RIDGE TERRACE CONDOMINIUM OWNERS ASSOCIATION, INC., "Association";

The Association and its members are the owners in fee simple of the real estate located at 250 Indian Mound Parkway, in the City of Whitewater, Walworth County, Wisconsin known as Indian Ridge Terrace Condominium.

The Association, by a duly authorized vote of the Board of Directors and of the Membership, hereby amends the Declaration as follows:

6.06 Board of Directors: Election: Meetings:

(a) Each unit owner shall have one person act as a member of the Board of Directors of the Association, for a maximum of nine (9) members. Except as otherwise provided in the Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members (Association), a Vice-President/Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of secretary (including counting votes at any meeting) and who shall act as President in the President's absence, and a Treasurer to keep the financial records and books of account.

Subsections 6.06 (c), (d), and (e) remain unchanged.

6.08(j) Capital Additions and Improvements: The Board's powers hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common elements subject to all the provisions of this Declaration) having a total cost in excess of five hundred dollars ($500.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of five hundred dollars ($500.00), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

The Association, by a duly authorized vote of the Board of Directors and of the Membership, hereby amends the Declaration to create the following provision:

692966

8.01(k) Rental of Units Prohibited: Units must be owner occupied. An owner may have overnight guests and may permit caregivers and relatives to reside with an owner; however, a non-owner will not have the right to reside in the unit after the death of the owner or after an owner moves her/his residence. Owners may not lease their units.

Except as provided above, the Declaration is hereby ratified and confirmed.

IN WITNESS WHEREOF, Indian Ridge Terrace Condominium Owners Association, Inc., by its President and Secretary, and by at least a three-fourths (3/4) vote of all Unit Owners, has caused this to be signed this 2nd day of November, 2006.

INDIAN RIDGE TERRACE CONDOMINIUM OWNERS ASSOCIATION, INC.

By Thaddeus T. Drozdowski
THADDEUS DROZDOWSKI, Pres.

By Elizabeth Asher
ELIZABETH ASHER, Sec.

AUTHENTICATION

Signatures of THADDEUS DROZDOWSKI and ELIZABETH ASHER, authenticated this 2nd day of November, 2006.

Mark T. Olm
MARK T. OLM
State Bar No. 01011001
TITLE: MEMBER STATE BAR OF WISCONSIN

This Instrument Drafted By:
MARK T. OLM of
OLM & ASSOCIATES
State Bar No. 01011001
522 West Main Street
PO Box 37
Whitewater, WI 53190-0037

THIRD AMENDMENT TO BYLAWS

OF

INDIAN RIDGE TERRACE CONDOMINIUM OWNERS ASSOCIATION, INC.

BY RESOLUTION unanimously adopted by the Members of the Association at the Annual Meeting on October 11, 2021 and again at the Special Meeting on June 9, 2022, the following amendments to the Bylaws were approved:

Article I, Section 1a and Section 1b are created to read as follows:

Section 1a. Housing for Older Persons. This condominium is intended for housing for older persons as defined in Section 106.50(1m)(m) of the Wisconsin Statutes; therefore, at least one owner and resident of every condominium unit must be age 55 or older. However, the Association reserves the right to preapprove the residency of anyone under the age of 55 years who is the spouse, partner, or dependent of someone age 55 years or older. If a resident of a unit dies leaving no resident in the unit age 55 or over, then the remaining residents must move from the unit within twelve (12) months of the death of the resident.

Section 1b. Grandfather Provision. For purposes of fairness and clarification, any current member, owner, spouse, partner, or dependent under the age of 55 years residing in a unit on June 1, 2022 is grandfathered in, or approved as a resident, for purposes of Section 1a as of the date of the adoption of this Amendment.

Dated this 8 day of July, 2022.

DAVID JOHNSON, Secretary

SEE PAGE 26

Wisconsin Condominium Act

703.105

No bylaw or rule may be adopted or provision included in a declaration or deed that prohibits a unit owner from respectfully displaying the United States flag.

No bylaw or rule may be adopted or provision included in a declaration or deed that prohibits a unit owner from displaying in his or her condominium a sign that supports or opposes a candidate for public office or a referendum question.

Featured snippet from the web

Stated differently, the law prohibits an Association from interfering with a unit owner's display of political beliefs which are not in any way visible from the outside of the unit. Page 25-d bylaws.

Since by laws are already in place governing political signs/flags and for any special exception be granted for one political flag would require a special exception be granted for all political flags under the threat of being sued, it is felt by the Board of Directors that this is a position in which the Association would not want to be placed.

Joe Bula
6-10-21
President

Thomas F Langer
6-12-21

Beth Johnson
6/10/21