DECLARATION OF CONDOMINIUM
OF
PINERIDGE CONDOMINIUMS.
Mayville, Wisconsin

Declarant

PINERIDGE APARTMENTS I, L.L.C.

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CONDOMINIUM DECLARATION

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CONDOMINIUM DECLARATION
OF
PINERIDGE CONDOMINIUMS

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statues (hereinafter sometimes referred to as the "Act") this 22nd day of May, 2002 by Pineridge Apartments, L.L.C., a Wisconsin Limited Liability Company (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this declaration.

This Condominium is subject to use restrictions as provided by this Declaration and the Master Declaration and corresponding Bylaws for Pineridge Condominiums.

Declarant hereby declares that it is the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium use and ownership as provided in the Act and this Declaration and which Property shall be held, conveyed, conveyed devised, leased, encumbered, used, improved and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions, and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. NAME AND ADDRESS.

The real estate described in Section 3 and all buildings and improvements thereon and thereto shall be known as " PINERIDGE CONDOMINIUMS ". The Condominiums are located at Brookside Drive, Mayville, Wisconsin.

3. LEGAL DESCRIPTION.

The following described real estate, also described in the Condominium Plat attached hereto, is hereby subjected to the provisions of this Declaration:

4. DEFINITION AND DESCRIPTION OF UNITS.

4.1 Number. There shall be eleven 8 family buildings consisting of a total 88 condominium units with attached 2 car garages as shown on the Condominium Plat. All Eighty

(88) condominium units including the parking garages and all other appurtenant space are hereby declared as PINERIDGE CONDOMINIUMS and as more fully described in the Condominium Plat marked exhibit A attached hereto (" Condominium Plat ").

4.2 Definition. Each unit shall be a single apartment unit as more fully described as set forth on exhibit A the " Condominium Plat " intended for residential use only, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors, and door frames of the building, together with all fixtures and improvements therein contained, and including such garages, porches, patios and other appurtenant and related structures and equipment, with similar boundaries, as may be constructed and shown as related to the unit in the Condominium Plat.

4.3 Identification. The units are designated by identifying numbers as shown herein and in the Plat. The unit designations and locations and floor plans for the units are as set forth in the Condominium Plat. The approximate dimensions and floor area of each unit, and further details identifying and describing the units shall be as set forth in the Condominium Plat.

Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The building is to be located on the real estate as indicated in the Condominium Plat. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the building and units as finally located and erected.

5. BUILDINGS AND RESTRICTIONS.

Building Restrictions. The buildings and units constructed or to be constructed on the Property shall in each instance comply with each of the following conditions and restrictions:

5.1 Improvements. Only one residential apartment shall be constructed within each unit location as shown in the Condominium Plat. Any garage, other improvements, paved areas, accessory systems or equipment serving the unit or the unit garage shall be located as shown in the Condominium Plat.

5.2 Residential Use. All Units shall be used for residential purposes only. No residential unit shall be erected, altered or placed within PINERIDGE CONDOMINIUMS other than type of building approved by the City of Mayville, not to exceed two stories in height, including an enclosed parking garage with parking stalls for each unit. No other accessory buildings shall be constructed to serve a unit without prior written consent of the Association (described hereinafter).

5.3 Garages and Storage. All units shall include separate parking

garages attached to the unit or located in the enclosed parking garage which shall provide private parking garages for each condominium unit and some of the units shall have a separate storage unit which shall be identified on the Condominium Plat.

5.4 Fences. No fences are allowed to be constructed or erected within Pineridge Condominiums, except as shown on the Condominium Plat.

5.5 Building Exteriors. To maintain a uniform exterior appearance of the condominium, each unit shall maintain the exact same exterior paint, roof, and brick colors. All exterior replacement items, such as windows, siding, doors, garage doors, roofing, et al, shall be the exact name brand, product and color as originally installed. If the original product or color is no longer available, substitution of the product or color shall not be allowed without prior written consent of the Association.

5.6 Maintenance. To maintain a quality and pleasant appearance of the PINERIDGE CONDOMINIUMS, the Association shall maintain the exterior of the building in a condition that shall not detract from the condominium. All exterior paint, brick, siding, roofing, et al, shall be maintained, painted, replaced and kept in pristine condition. The Association shall perform such work on the building and special assess the unit owners for the same. In the event that a unit owner does not pay the special assessment as described above within fourteen (14) days of receiving the invoice for the repairs, the Association may lien and assess the unit for that amount of money and encumber the non-conforming owner's title, until paid in full.

6. COMMON ELEMENTS AND FACILITIES.

6.1 Description. The common elements and facilities shall consist of all of the improvements and appurtenances of PINERIDGE CONDOMINIUMS, except the individual units (including parking stalls and storage space) and fixtures therein, as defined hereunder, including without limitation, the land on which the building is located; common roads, drives, walkways; stormwater retention facilities and other open areas as shown in the Condominium Plat; water system lines, utility services; public utility lines; master television cable or antenna and line, if any; the landscaping comprising or which may comprise the condominium Property, bearing walls, floors, and ceilings (except the interior surfaces thereof which form the outer boundaries of each unit), roofs, foundations, entrances, and exits, pipes, ducts, electrical wiring, sewer laterals, common meeting rooms, outside walls, girders, beams and support and structural parts of the buildings.

Each unit owner shall have an undivided ownership interest in the common elements of Pineridge Condominiums. Said ownership interest is identified in this Declaration.

6.2 Easements. Each unit owner shall have a valid exclusive easement to the space between the interior and exterior walls for the purpose of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like, where space between the

walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between units, and provided further that the common elements and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners, and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units.

6.3 Signage. No exterior signage of any kind or size shall be allowed in the common areas, attached to the buildings or displayed on the buildings.

7. LIMITED COMMON ELEMENTS.

7.1 Description. A portion of the common elements and facilities are designated as "limited common elements," as shown in the Condominium Plat. Such limited common elements shall be reserved for the exclusive use of the owner of unit to which the limited common elements are appurtenant, to the exclusion of all other units in the condominium. Such limited common elements consist of the land, patios, stoops and porches appurtenant to such unit and as more fully shown on the Condominium Plat.

7.2 Use. The manner of use of the limited common elements shall be determined exclusive by the owner of such unit in which such limited common area is appurtenant to only and no unit owner or occupant shall landscape, obstruct or damage any limited common element, or permit such, in any manner.

8. OWNERSHIP OF UNIT AND PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each unit owner shall own a fee simple interest in his or her condominium unit. Each unit owner shall also own an undivided interest in the common elements and facilities as a tenant in common with all other unit owners. Except as otherwise limited in this Declaration, unit owners and occupants shall have the right to use and occupy the common elements and facilities for all purposes incidental to the use and occupancy of their respective unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with each unit.

The percentage of the undivided ownership interest in the common elements and facilities relating to each unit and its owner for all purposes, including ownership, voting, and proportionate payment of common expenses, shall be determined by the number of individual units, as set forth in the Condominium Plat, or 88 individual units. Accordingly, each unit owner shall have a 1.136 % of undivided ownership interest in the common elements.

9. ASSOCIATION OF UNIT OWNERS.

9.1 Membership, Duties and Obligations. All unit owners shall be entitled and required to be a member of an association of unit owners to be known as PINERIDGE CONDOMINIUMS, INC., (herein "Association"), which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Such Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

9.2 Voting Rights. Each unit shall be entitled to one vote at meetings of the Association. Only one membership shall exist for each unit; if title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws. The Declarant shall be entitled to cast the votes pertaining to any unit or units declared as a part of the condominium but not yet constructed or sold until such time as the respective units are constructed and sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members shall be as set forth in the By-Laws of the Association.

9.3 Declarant Control. Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) one (1) year from the date of first sale of a unit by Declarant, (b) thirty (30) days after the conveyance of Seventy-Five percent (75%) of the common element interest is transferred to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to the provisions of the Act. Each owner of a condominium unit in PINERIDGE CONDOMINIUMS shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association.

9.4 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium.

9.5 Common Services. The Association may contract for common services or utilities as may be required for each unit.

9.6 Association Records. The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium

Plat, any rules or regulations affecting PINERIDGE CONDOMINIUMS, and the Associations's books, records and financial statements available for inspection during normal business hours by unit owners or by holders, insurers or guarantors of first mortgages secured by condominium units in PINERIDGE CONDOMINIUMS. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

10. RESIDENTIAL PURPOSE.

The condominium units and the apartments therein contained are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the By-Laws of the Association.

11. REPAIRS AND MAINTENANCE.

11.1 Individual Units. Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, pristine condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and maintenance, which may at any time be necessary to maintain the good appearance and condition of his unit, all as is more fully set forth in the By-Laws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment, such as washers and dryers, ranges or other equipment which may be in or connect with the unit. Each unit owner shall keep the limited common areas appurtenant to his unit, as defined herein and on the Condominium Plat in a good, clean, sanitary and attractive condition. Upon failure of the unit owner to do so, the Association may accomplish repairs and maintenance to the units, as determined to be necessary by the Association, and assess the respective unit owner for the expenses thereof, after thirty (30) days written notice to the unit owner, giving the owner the opportunity to perform the needed maintenance or repair within such thirty (30) day period.

11.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in a well-maintained, good, clean and attractive condition, order and repair. Without in any way limiting the foregoing, this shall include all repair, maintenance and snow removal for driveways and walkways; and all grass cutting and mowing, stormwater retention pond and landscape maintenance, all as is more fully set forth in the By-Laws. All expenses of maintenance of the common elements and facilities shall be a common expense of the Association. The Association shall have authority over all additions, improvements and alterations to common elements and limited common elements. In the event any repair or maintenance of the common elements is necessitated by reason of the negligence or misuse of a unit owner or the tenant, guest or agent of a unit owner, such expense shall be charged and specifically assessed against the responsible unit owner.

11.3 Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owner, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owner as practical, and any damage caused thereby shall be repaired by the Association and treated as common expense except as allocable to an individual unit or units at the discretion of the Board of Directors.

11.4 Prohibition Against Structural Changes By Owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes, or improvements to his unit, or in or to the exterior of any building or common or limited common elements and facilities. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of the building, or the safety of the property, or impair any easements or hereditament, without the prior written consent of the Association.

11.5 Unit Owner's Rights With Respect To Interiors. Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper, or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of his unit and all walls, ceiling, floors, and doors within such boundaries, and to erect partition walls of non- structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

12. DESTRUCTION AND RECONSTRUCTION.

12.1 Units. In the event of a partial or total damage or destruction of a unit, the repair and restoration of same shall be the responsibility of the Association utilizing insurance upon the unit maintained by the Association. The unit shall be repaired and rebuilt as soon as practicable, and substantially to the same design, plan and color specifications as originally built. 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 two percent (2%) from the number of square feet for such unit as originally constructed.

12.2 Common Elements. In the event of a partial or total damage or destruction of any part of the common elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 13 hereof. However, in the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds by the sum of $100,000.00 in the aggregate, the Association

may determine not to rebuild or repair by written consent of unit owners with not less than seventy-five percent (75%) of the aggregate voting percentage in the Association (such written consent is not effective unless it is approved by the mortgagee of the unit, if any) within ninety (90) days of the date of the damage or destruction. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statues, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the common elements and in accordance with the priority of interests in each unit. If it is determined to repair and rebuild, all costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the Association shall have the right to levy assessments as a common expense against all unit owners to the extent that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

13. INSURANCE.

For purposes of the insurance coverage " Property " shall be defined as including without limitation, the land on which the building is located; common roads, drives, walkways; open areas as shown in the Condominium Plat; water system lines, utility services; public utility lines; master television cable or antenna and line, if any; the landscaping comprising or which may comprise the condominium Property, bearing walls, floors, and ceilings, including interior surfaces thereof which form the outer boundaries of each unit, all fixtures, counter-tops, cabinets, roofs, foundations, entrances, and exits, pipes, ducts, electrical wiring, sewer laterals, outside walls, girders, beams and support and structural parts of the building and all other elements of the building, except for the contents of the individual unit owners, which shall be the unit owners sole responsibility to insure.

The Board of Directors of the Association shall obtain and maintain insurance for the building against loss or damage by fire and such hazards for not less than full replacement value of the Property insured. The of Board of Directors shall review, at least annually, the insurance coverage to insure it meets the requirements of full insurable value as stated herein above. The insurance shall also cover the demolition and replacement of interior walls, heating, and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air-conditioning duct work in the interior and exterior walls. The insurance shall be obtained in the name of the Association. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its right to 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 of the Association or their servants, agents, and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time.

Individual unit owners shall provide and maintain fire and broad form extended coverage insurance on the contents of their unit. Premiums and payments for such insurance shall be an individual expense of the respective unit owners.

The Board of Directors of the Association shall provide and maintain broad form extended coverage insurance on the common elements as defined herein and any portion thereof in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense.

In the event of partial or total destruction of common elements and the repair or reconstruction of same in accordance with Section 12 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale shall be distributed to the unit owners and their mortgages, if any, as their respective interests may appear, in the manner provided by the Act.

13.4 Liability Insurance. The Board of Directors shall also provide liability insurance covering the common elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

To the extent possible, the insurance obtained by the Association shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, occupants, the Association, and their respective agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners, occupants, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

14. LIABILITY FOR COMMON EXPENSES.

14.1 General Conditions. The costs of administration of the Association, common element insurance, repair maintenance and other expenses of the common elements and facilities pursuant to Section 11.2 herein, including common services provided to the unit owners such as common lighting, grass cutting for common elements, snow removal, repair and maintenance of drives, and common utilities and water service, shall be paid for by the Association. The Association shall make assessments against the unit owners and the units for such common expenses in accordance with the percentage of the undivided interest in the common and limited common elements and facilities relating to each unit, in the manner provided in the By-Laws of

the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements and facilities or services or by abandonment of his unit; and no conveyance shall relieve the unit owner/grantor or his unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act. Assessments shall be made against the unit owners and the units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties, interest and collection costs, and may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association.

14.2 Ownership of Units by Declarant. It is hereby understood that the following shall apply for all units owned by Declarant;

(1). During the first year that units are sold and the building is under construction Declarant shall be responsible for the payment of all common area expenses mentioned herein, except replacement costs and reserves, which Declarant shall not be responsible for. In this regard, each unit owner shall pay to the Association under the terms hereof a pro-rata share of the common area assessments as set forth in the Condominium Budget and Declarant shall be responsible for the payment of all other common area expenses actually, incurred.

(2). After one year from date of the completion of construction of the Condominium, Declarant shall be treated as a unit owner with respect to any unsold units titled in Declarant's name and shall be responsible for the payment of the monthly assessments and common area expenses as provided herein.

15. PARTITION, SUBDIVISION; CONVERSION TO CONDOMINIUM.

15.1 Partition. There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners.

15.2 Subdivision; Condominium Conversion. No unit may be subdivided or separated except that an individual unit owner may, pursuant to provisions of the Wisconsin Statutes, declare his unit to be a condominium for the purpose of selling or using the individual apartments as separate condominium units. Any condominium declaration for such unit shall specify the Association described herein as its "master association" under the Act, and shall further delegate all existing powers and duties with regard to such unit to the Association as a master association under the Act, so that all powers and duties of the Association described herein shall be retained and exercised by the Association. The new condominium and its unit owners shall have and divide the ownership percentage, voting rights and obligations as to common expenses of the unit which was converted to condominium ownership.

16. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the common and limited common elements and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

17. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

17.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television cable or antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities, including the limited common elements, to service the condominium Property.

17.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common elements and facilities, or limited common elements, encroaches, or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing, and unit and common element boundaries shall be as provided in the Act. 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 owner or owners of common elements or facilities, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

17.3 Rights of Ingress and Egress. Each unit owner shall have an unrestricted right of ingress an egress to and from his or her unit and common areas, that shall be perpetual and pass with the unit upon transfers of ownership.

17.4 Binding Effect. All easements and rights described in this Section 17 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 17.

18. RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

18.1 Rights of Action. If any unit owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association or any other unit owner may sue such unit owner for damages caused by the failure or for injunctive relief, and such unit owner shall be responsible for any and all legal fees incurred by the Association In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association.

18.2 No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, and with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach. No waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

19. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership and except as provided in Section 5 herein, this Declaration may be amended with the written consent of unit owners with at least 75% of the aggregate voting percentage in the Association. Prior to the completion of construction and initial sale of all declared condominium units by Declarant, the consent in writing of the Declarant, or its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of

Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dodge County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at the address on file with the Association.

20. NOTICES.

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his duty with respect to the giving or notice by mailing it or having it delivered personally to such address as is on file with him.

21. RESIDENT AGENT.

The Resident Agent for the Condominium shall be _____ or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the secretary of State of the state of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the unit owners with a majority of the designate successors to the Resident Agent by affirmative vote of the unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

22. MORTGAGEE RIGHTS.

22.1 The holder, insurer or guarantor of any first mortgage or land contract upon a unit in PINERIDGE CONDOMINIUMS ("Mortgagee"), upon the submission of a request to the Association in writing, delivered to the Resident Agent, shall be entitled to receive notice from the Association of the following matters:

22.1.1 Written notice as to any default or delinquency in the performance by the individual unit owner who is in the Mortgagee's mortgagor as to any obligation under condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to said mortgagor;

22.1.2. Written notice of the call of any meeting of the membership or Board of

Directors of the Association to be held for the purpose of considering any proposed amendment to the Declaration, the Articles of Incorporation or the Association, or the By-Laws of the Association in any material request. A change to any of the following is considered material hereunder:

(a) voting rights;

(b) assessments, assessment liens, or the priority of assessment liens;

© reserves for maintenance and repairs;

(d) responsibility for maintenance and repairs;

(e) reallocation of interests in the common or limited common elements;

(f) redefinition of any unit boundaries;

(g) insurance or fidelity bond;

(h) leasing of units;

(I) imposition of any restriction on a unit owner's right to sell or transfer his or her unit;

(j) a decision by the Association to establish self-management;

(k) restoration or repair of PINERIDGE CONDOMINIUMS hazard damage or partial condemnation in a manner other than that specified in the Declaration;

(l) any action to terminate the legal status of PINERIDGE CONDOMINIUMS substantial destruction or condemnation occurs; or

(m) any provisions contained in the Declaration that expressly benefit mortgage holders, insurers or guarantors.

22.1.3 Written notice of any damage or destruction to the common elements of the condominium, which is in an aggregate amount exceeding $50,000.00, at such time as such damage of destruction is known to the Board of Directors.

22.1.4 Written notice of a lapse, cancellation or material modification of any

insurance policy or fidelity bond maintained by the Association.

22.1.5 Written notice of any proposed action that requires the consent of a specified percentage of mortgagees.

22.2 Except as provided by the act in the case of damage to or destruction of all or any part of the Property, or changing percentages of ownership, the Association shall not, unless the Mortgagees of at least seventy five percent (75%) of the units (including therein any units which are not mortgaged) have given their prior written consent.

22.2.1 Change the undivided percentage interest in the common elements of the condominium appurtenant to any unit, or the manner of making assessments for common expenses based upon such percentage.

22.2.2 Partition or subdivide any unit or common elements of the condominium except that with respect to conversion of units to condominium form of ownership pursuant to Section 15 herein, approval of the Mortgagees of all affected units need only be obtained.

22.2.3 By act or omission seek to abandon or terminate the condominium or encumber or convey any part of the common elements of the condominium.

22.3 To be entitled to receive notification as provided for herein, the Mortgagee must send a written request to the Resident Agent of the Association, stating its name, address and the unit number or address and the unit number or address on which it has a mortgage, insurance policy or guaranty.

23 NUMBER AND GENDER.

Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

24 CAPTIONS.

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

25 SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other

provision thereof.

26. ARBITRATION.

All claims, disputes, and other matters in question arising out of or relating to this Declaration shall be subject to and decided by mandatory arbitration by and in accordance with the rules of Resolute Systems or an arbitration firm of equivalent caliber, unless the parties mutually agree otherwise.

Demand for arbitration pursuant to this paragraph shall be made in writing and shall be either served personally upon or sent by certified mail to the parties involved within 30 days from the date of the occurrence of the Dispute. Failure to submit a demand for arbitration pursuant to the terms of this paragraph shall constitute a waiver of any such claim or dispute.

To the extent not inconsistent with this paragraph and the rules of the applicable arbitration panel, the arbitration conducted pursuant to this Declaration shall be governed by the provisions of Chapter 788 of the Wisconsin Statutes.

27. EXPANSION OF CONDOMINIUM

27.1 Right To Expand. Declarant expressly reserves unto itself, its successors and assigns the right to expand the Condominium without the consent or approval of any Unit owner, or the Association, at any time and from time to time on or prior to the expiration of Ten (10) years from the date of recording this Declaration, by subjecting all of any portion of the real estate described on the Condominium Plat as " Expansion Lands ". The purpose of the Expansion Lands shall not be to add additional units to the Condominium or change the character or generic types of buildings as set forth in the Condominium Plat. The purpose of the Expansion Lands shall be to amend the Declaration to show a plat of survey and/or plans depicting the lay-out, location, unit numbers and dimensions of the building and units as finally located and erected and as shown on the condominium plat as " expansion land condominiums ".

27.2 Effect of Expansion. The Expansion shall have no effect on the Unit owners interest in the Condominium, and there shall be no adjustment to a Unit owners obligation to pay for common area expenses and maintenance as provided herein. The only effect shall be to change the Condominium Plat to show the actual lay-out, location, and dimensions of the buildings and units actually built.

27.3 Method of Expansion. The right of expansion reserved to the Declarant herein shall be exercised by the recording of an amendment to this Declaration and an amendment to each of the exhibits attached hereto in the Office of the Register Deeds for Dodge County, Wisconsin. None of the provisions herein shall be construed to create any obligation on behalf of Declarant, its successors and assigns, to in fact, effect such expansion . The attached Condominium Plat shows the proposed locations and building types which Declarant intends to

build hereunder, each time that Declarant actually builds such building in the " Expansion Lands " Declarant shall amend the Condominium Declaration to show the dimensions, location and architectural type of building that is built on such " Expansion Lands "

IN WITNESS WHEREOF, the said Declarants, Pineridge Apartments I, L.L.C. have caused this Declaration to be executed at Milwaukee, Wisconsin, this 21st day of May, 2002.

PINERIDGE APARTMENTS I, L.L.C.

GERALD A. KLAMROWSKI,
Managing Member

CHRISTOPHER ALLESSI
Member

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

On this 21st day of May, 2002 before me personally came Gerald A. Klamrowski and Christopher Allessi to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.

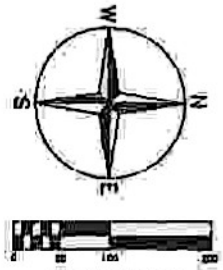
This instrument was drafted by:
Michael M. Krill, Esq.
10060 W. Loomis Road
Franklin, Wisconsin 53132

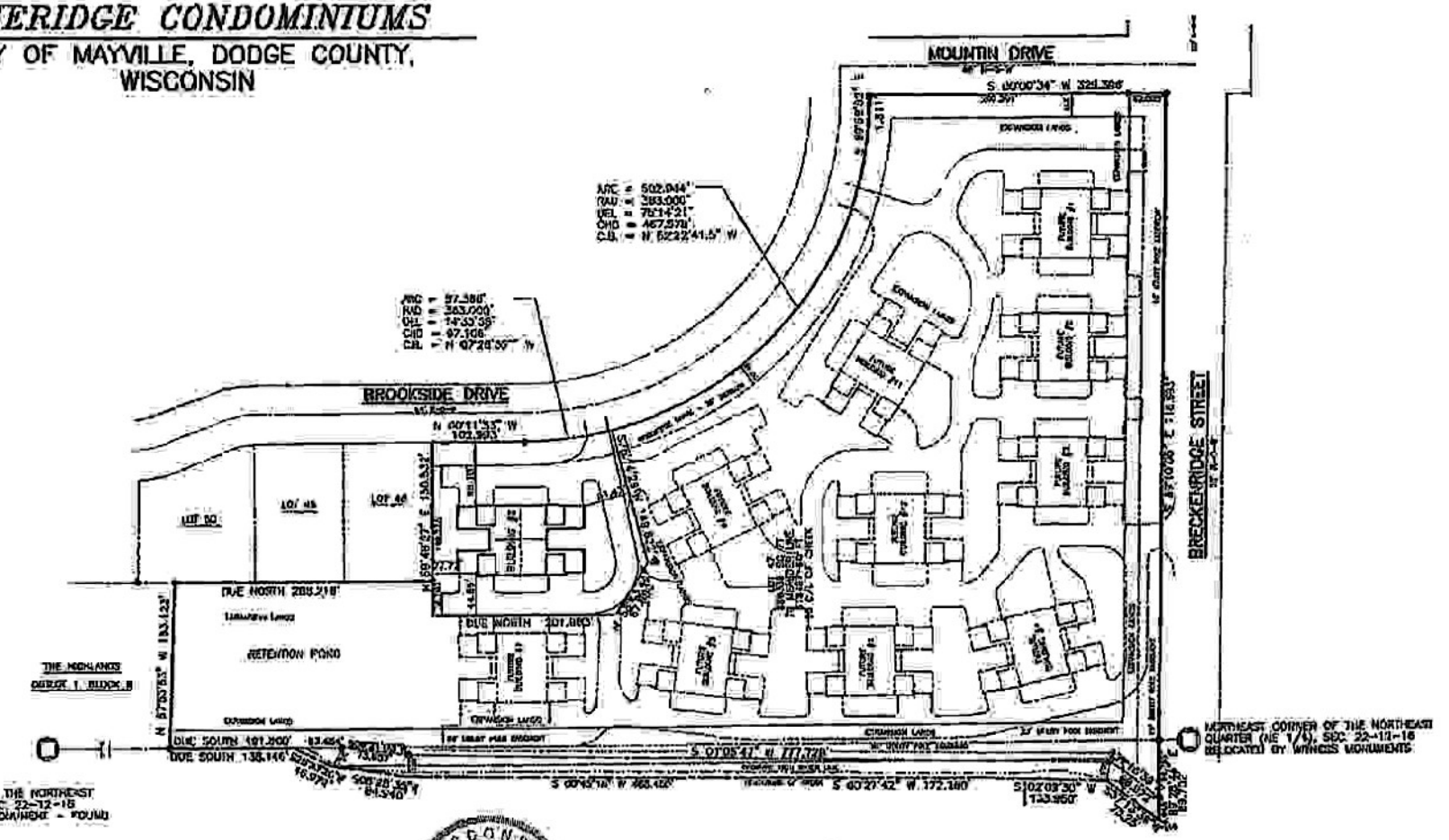
Notary Public, State of Wisconsin
My Commission is Permanent



PINERIDGE CONDOMINIUMS

CITY OF MAYVILLE, DODGE COUNTY, WISCONSIN





WISCONSIN
KALVIN K. KLIMECK
S-2209
JOHNSON CREEK
WISCONSIN
LAND SURVEYOR

KALVIN K. KLIMECK - Wis. Reg. No. S-2209
DATED THIS 13TH DAY OF MAY, 2002
FILE #: C:\9910\CONDOPLAT1

PIONEER ENGINEERING AND SURVEYING, LLC.
CONSULTANTS IN SURVEYING AND CONSULTING ENGINEERS
3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038
(800) 689 - 3330 FAX: 689 - 3332

SHEET 1 OF 5

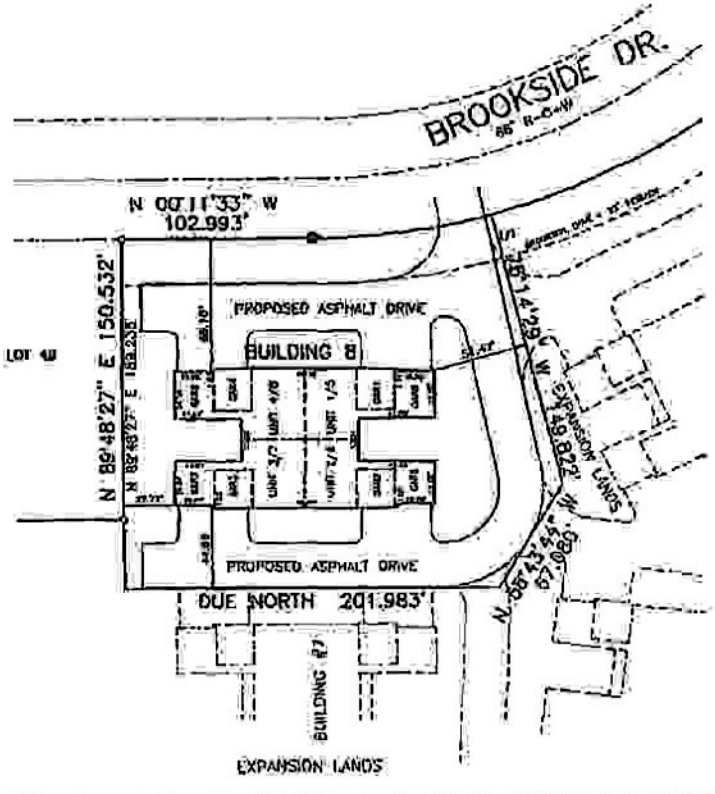
OWNER: Pineridge Development Partners, LLC. - Gerald Klemmerath - Managing Member 920 Milwaukee Avenue, South Milwaukee, Wisconsin 53172 (414) 571-5011 fax 571-5010
This instrument prepared by KALVIN K. KLIMECK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, LLC 3902 C.T.H. "B" Johnson Creek, WI 53038

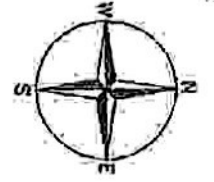
PINERIDGE CONDOMINIUMS

CITY OF MAYVILLE, DODGE COUNTY, WISCONSIN

REFERENCE BEARING: Bearings are referenced to the North Line of the NE 1/4 of Section 22-12-16 which has a bearing of S 89°10'00" E.

BUILDING B	
UNIT 1 – LOWER	314 BROOKSTONE DRIVE – UNIT 1
UNIT 2 – LOWER	314 BROOKSTONE DRIVE – UNIT 2
UNIT 3 – LOWER	314 BROOKSTONE DRIVE – UNIT 3
UNIT 4 – LOWER	314 BROOKSTONE DRIVE – UNIT 4
UNIT 5 – UPPER	314 BROOKSTONE DRIVE – UNIT 5
UNIT 6 – UPPER	314 BROOKSTONE DRIVE – UNIT 6
UNIT 7 – UPPER	314 BROOKSTONE DRIVE – UNIT 7
UNIT 8 – UPPER	314 BROOKSTONE DRIVE – UNIT 8





GRAPHIC SCALE
SCALE: 1" = 50'

LEGEND
- ○ CONC MON W/ BRASS CAP-FOUND
- ● 2" ø IRON PIPE-FOUND
- ○ 1" ø IRON PIPE-FOUND

I, Kalvin K. Klimek, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements upon said property.
This condominium plat is a correct representation of PINERIDGE CONDOMINIUMS and the identification and location of each unit and the common elements can be determined from the plat. The common elements are defined to be all of the condominium property except the individual units described in this plat. The limited common elements are the patios or balconies which are adjacent to the units as indicated on the plat and the driveway apron in front of the garage assigned to the unit as shown on the plat. The undersigned surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium building(s) contained in the plat or the approximate dimensions of floor areas thereof.

SURVEYOR'S LEGAL DESCRIPTION:
Being a redivision of Lot 47 of Pineridge Addition No. 1, being a redivision of vacated right-of-way and Lots 17-30 of PINERIDGE SUBDIVISION also being a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 22 and part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 23, all in Town 12 North, Range 16 East, City of Mayville, Dodge County, Wisconsin.

NOTES:
1.) LANDS SUBJECT TO EASEMENTS AS SHOWN ON THE FACE OF THE FINAL PLAT.



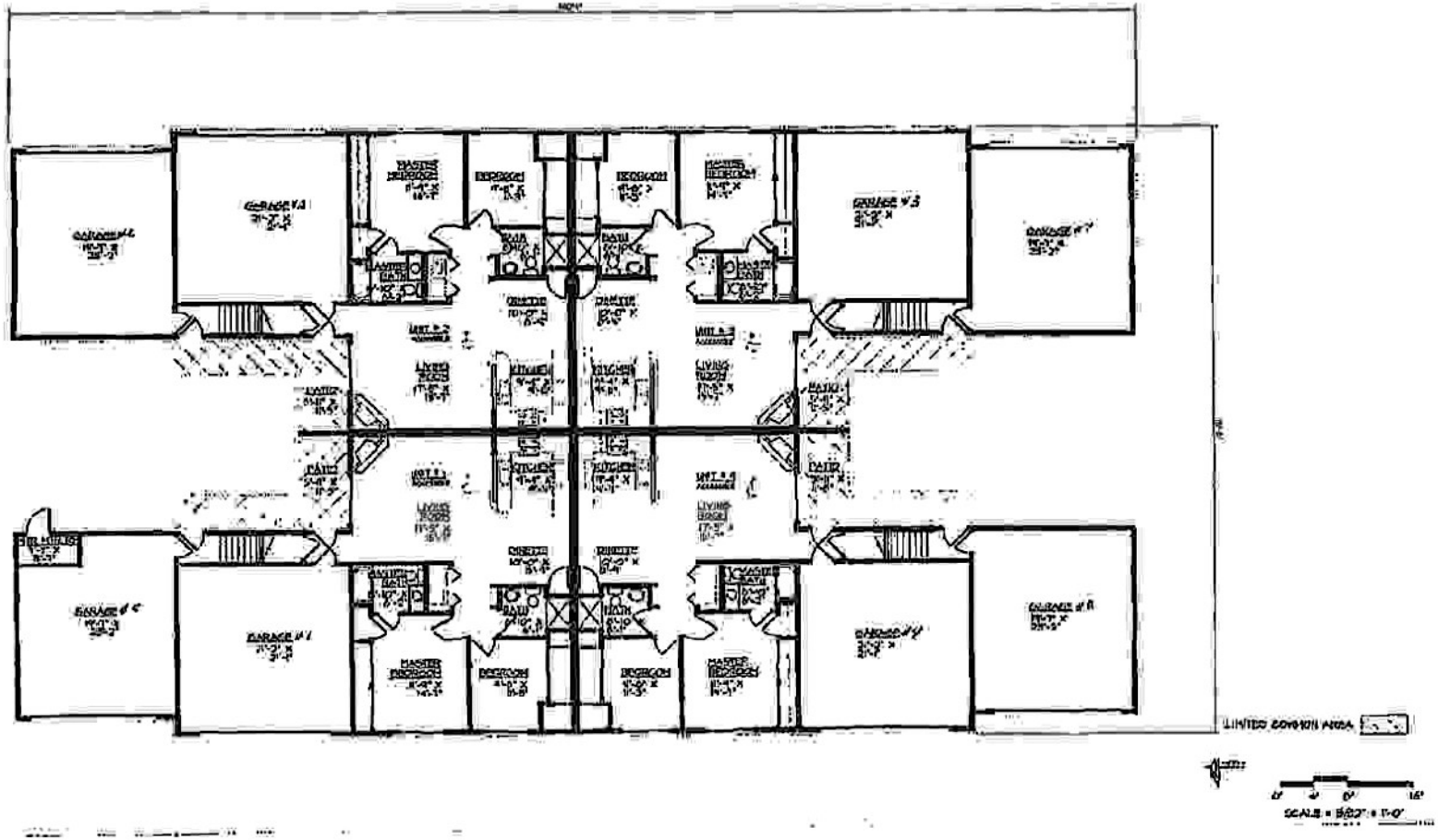
KALVIN K. KLIMEK – Wis Reg. No. S-2208
DATED THIS 13TH DAY OF MAY, 2002
FILE #: C:\0910\CONDOPLAT1

OWNER: Pineridge Development Partners, LLC. – Gordon Rippentrop – Managing Member 820 Milwaukee Avenue, South Milwaukee, Wisconsin 53172 (414) 871-8011 Fax 571-6070
This instrument prepared by KALVIN K. KLIMEK, P.E., R.L.S., of PIONEER ENGINEERING AND SURVEYING, L.L.C. 3207 C.T.H. "B" Johnson Creek, WI 53038

PIONEER ENGINEERING AND SURVEYING, LLC.
CONSULTING in AGRICULTURE AND RESIDENTIAL DEVELOPMENTS
3207 C.T.H. "B"
JOHNSON CREEK, WI 53038
(920) 699 – 3330 FAX: 699 – 3332

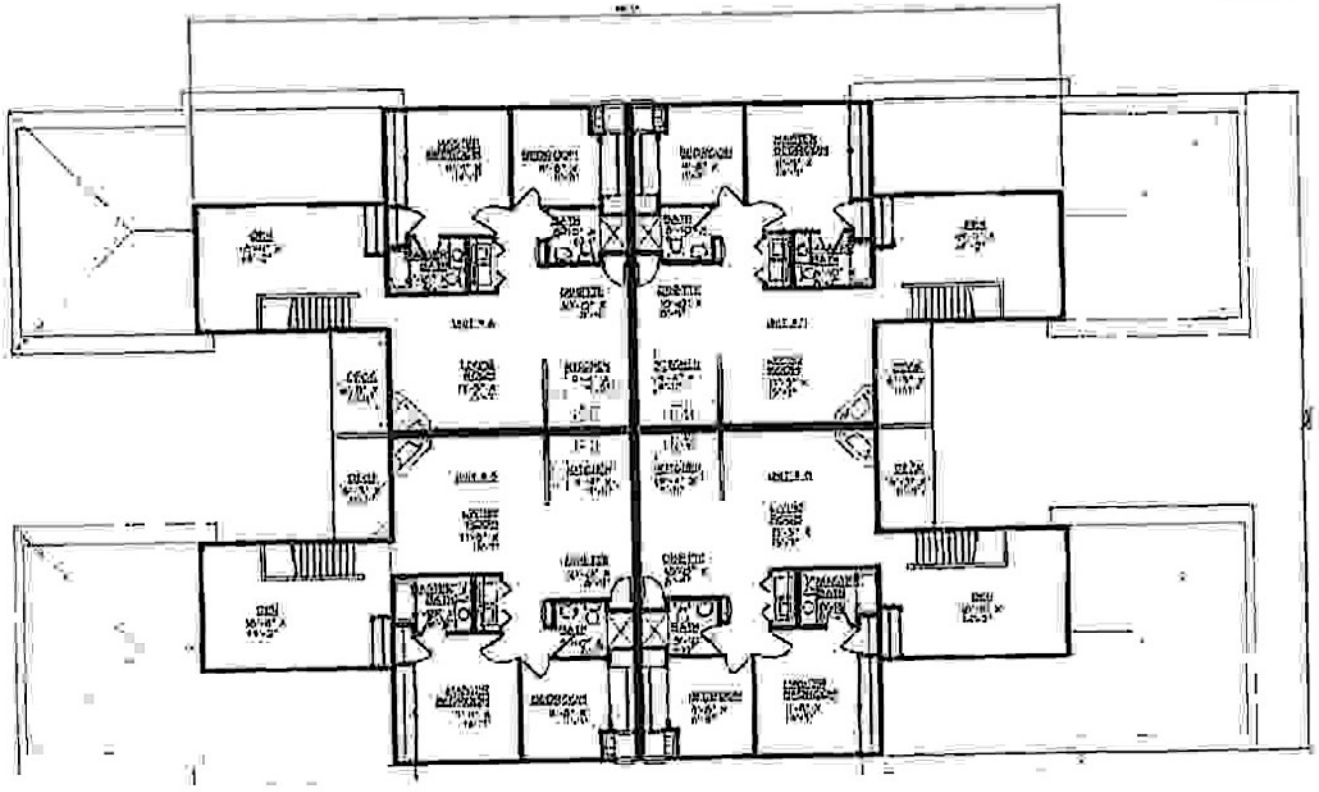
PINERIDGE CONDOMINIUMS

CITY OF MAYVILLE, DODGE COUNTY,
WISCONSIN



PINERIDGE CONDOMINIUMS

CITY OF MAYVILLE, DODGE COUNTY, WISCONSIN

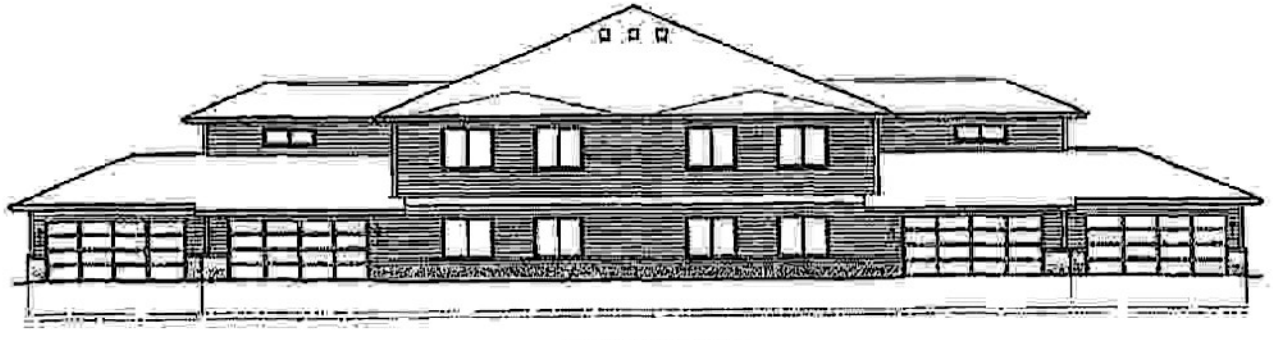


PINERIDGE CONDOMINIUMS

CITY OF MAYVILLE, DODGE COUNTY,
WISCONSIN



EAST AND WEST ELEVATIONS



NORTH AND SOUTH ELEVATIONS

LIMITED COMMON AREA

SCALE: 1/32" = 1'-0"

SHEET 5 OF 5

IMPORTANT INFORMATION

Please keep this information with your governing documents

Pineridge Condominiums, Inc.

RESOLUTION TO ADOPT RULE ON HARASSING AND EXCESSIVE CONTACT

WHEREAS the Board of Directors of Pineridge Condominiums, Inc. (the "Association") has the power to make and enforce rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants, pursuant to Article VI, Section 6.2 of the Bylaws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule:

Harassing/Excessive Contact. Residents shall not engage in any abusive or harassing behavior, either verbal, written, or physical, or any form of intimidation or aggression directed at other condominium members, residents, guests, occupants, invitees; or, directed at management, its agents, its employees, or vendors.

Harassing behavior will include any unwelcome contact, and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees, or vendors; the Board, or other Pineridge residents.

Excessive is defined as more than one (1) contact: either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern.

If a question has been asked and answered and is still being asked, that will be construed as excessive.

If a Unit Owner has more than one concern, they should be addressed in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. The Unit Owner will be notified by the Board or management company what determination was made about their concern by email, if possible, or mail.

In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and may be subject to possible fines.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on 12/19, 2019, with the Rule to take effect on 1/1/20, 2019.

President _____

Secretary _____