Document Number

DECLARATION OF CONDOMINIUM FOR ARBOR POINTE CONDOMINIUMS

Document Title

DOC#: 1057750

Recorded
JULY 30, 2004 AT 09:00AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $115.00

Recording Area

115-

Name and Return Address

VERRADA DEV. LLC
140 NORTH AVE.
HARTLAND, WI 53029

PART OF V5-0607 & V5-0606

Parcel Identification Number (PIN)

Lot One (1) of Certified Survey Map No. 5696, recorded in the Washington County Registry on February 13, 2004 in Volume 41 of Certified Survey Maps, page 223 as Document No. 1036543, being a part of the SE ¼ of the SE ¼, part of the SW ¼ of the SE ¼ and part of the NW ¼ of the SE ¼ of Section 16, Township 10 North, Range 19 East, Village of Slinger, Washington County, Wisconsin.

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee.* Wisconsin Statutes, 59.517. WRDA 2/96

DECLARATION OF CONDOMINIUM
FOR
ARBOR POINTE CONDOMINIUMS

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes (hereinafter the "Act") as of the 28th day of July, 2004.

NOW, THEREFORE, the Declarant hereby adopts this Declaration of Condominium for ARBOR POINTE CONDOMINIUMS.

1. STATEMENT OF DECLARATION.

The Declarant hereby declares that is it the owner of the real property described in Exhibit A hereof, including all buildings and improvements thereon (hereinafter referred to as the "Property"), which has been submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected 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. LEGAL DESCRIPTION, NAME, ADDRESS, DEFINITIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS.

A. Legal Description. The Property described on Exhibit A is submitted to the provisions of the Act by the recording of this Declaration.

B. Name. The aforesaid real estate and all improvements thereon shall be known as ARBOR POINTE CONDOMINIUM.

C. Address. The address of the condominium is:

470 Pine Cove Court, Slinger, WI --Unit 402-3, Building 402
474 Pine Cove Court, Slinger, WI - Unit 402-1, Building 402
480 Pine Cove Court, Slinger, WI - Unit 402-4, Building 402

484 Pine Cove Court, Slinger, WI	- Unit 402-2, Building 402
490 Pine Cove Court, Slinger, WI	- Unit 401-3, Building 401
494 Pine Cove Court, Slinger, WI	- Unit 401-1, Building 401
1704 American Eagle Drive, Slinger, WI	- Unit 401-2, Building 401
1700 American Eagle Drive, Slinger, WI	- Unit 401-4, Building 401
1780 American Eagle Drive, Slinger, WI	- Unit 415-3, Building 415
1788 American Eagle Drive, Slinger, WI	- Unit 415-1, Building 415
1790 American Eagle Drive, Slinger, WI	- Unit 415-4, Building 415
1798 American Eagle Drive, Slinger, WI	- Unit 415-2, Building 415
1800 American Eagle Drive, Slinger, WI	- Unit 417-3, Building 417
1808 American Eagle Drive, Slinger, WI	- Unit 417-1, Building 417
1812 American Eagle Drive, Slinger, WI	- Unit 417-4, Building 417
1818 American Eagle Drive, Slinger, WI	- Unit 417-2, Building 417
1820 Stoney Lane, Slinger, WI	- Unit 418-3, Building 418
1824 Stoney Lane, Slinger, WI	- Unit 418-1, Building 418
1830 Stoney Lane, Slinger, WI	- Unit 418-4, Building 418
1834 Stoney Lane, Slinger, WI	- Unit 418-2, Building 418
1840 Stoney Lane, Slinger, WI	- Unit 419-3, Building 419
1844 Stoney Lane, Slinger, WI	- Unit 419-1, BUilding 419
1850 Stoney Lane, Slinger, WI	- Unit 419-4, Building 419
1854 Stoney Lane, Slinger, WI	- Unit 419-2, BUilding 419
400 Cobblestone Court, Slinger, WI	- Unit 203-2, Building 203
405 Cobblestone Court, Slinger, WI	- Unit 203-1, Building 203
410 Cobblestone Court, Slinger, WI	- Unit 204-1, Building 204
411 Cobblestone Court, Slinger, WI	- Unit 202-2, Building 202
414 Cobblestone Court, Slinger, WI	- Unit 204-2, Building 204
415 Cobblestone Court, Slinger, WI	- Unit 202-1, BUilding 202
420 Cobblestone Court, Slinger, WI	- Unit 205-1, BUilding 205
424 Cobblestone Court, Slinger, WI	- Unit 205-2, Building 205
431 Cobblestone Court, Slinger, WI	- Unit 201-2, BUilding 201
435 Cobblestone Court, Slinger, WI	- Unit 201-1, BUilding 201

D. Definitions. For all purposes related to this Declaration, the Articles of Incorporation and the By-Laws of the Association, the following words and terms whenever used shall have the same meaning as provided for such words and terms in the Act: "Addendum," "Association," "Common Elements," "Common Expenses and Common Surpluses," "Condominium," "Limited Common Elements," "Mortgagee," "Person," "Property," "Resultant Condominium," "Unit," "Unit Number," and "Unit Owner." Undefined capitalized terms shall have the meanings specified in this Declaration and the Condominium Plat.

(i) "Board of Directors" means the individuals elected by the Association to manage the business and affairs of the Association subject to such limitations as may be contained in this Declaration or in the Articles or Bylaws.

(ii) "Declarant" shall mean Verrada Development, LLC and the successors and assigns of Declarant.

(iii) "Declaration" shall mean this Declaration of Condominium of Arbor Pointe Condominium as the same may be amended from time to time.

(iv) "Condominium Plat" means Plat as set forth as Exhibit B hereto attached and incorporated herein by reference.

(v) "Occupant" means a person other than the Unit Owner in possession of one or more Units.

(vi) "Phase" shall mean any group of Units subjected to this Declaration at the same time. The first Phase consists of those Units described herein and each subsequent Phase will be identified in expansion amendments pursuant to Article 8 hereof.

(vii) "Plat" shall mean that certain plat condominium comprised of plat of survey of the Property, building floor plans, unit addresses and Expansion Real Estate as recorded or to be recorded in the Register's Office and as the same may be amended from time to time.

(viii) "Property" shall mean the real estate subject to this Declaration. As described and depicted on Exhibit A, and such portions of the Expansion Real Estate as are hereafter added to the Condominium in the manner described in Article 8 hereof.

(ix) "Pro rata basis" or "pro rata percentage" means a proportionate share equal to one (1) divided by the total number of Units in the Condominium.

3. **DESCRIPTION AND LOCATION OF THE UNITS .**

At the time of this Declaration, and at the time of each expansion of the Condominium as provided in Article 8, each Unit shall initially consist of an area of land. Which is described and shown on Exhibit A. At the time of and by virtue of the recordation of this Declaration the Condominium shall consist of 11 Buildings and 34 Units. All Units are shown on the Condominium Plat attached hereto as Exhibit B and incorporated herein by reference. The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Condominium Plat. The Units, their respective designations and locations within the Building and

the Common Elements and Limited Common Elements to which they have access or to which they are appurtenant are shown on Exhibit B. The types of floor plans are shown on Exhibit C attached hereto and made a part hereof. The addresses of the Units are set forth on attached Exhibit E.

The Unit boundary of each Unit shall include that part of the Building that lies within the following boundaries:

(i) The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit on each floor of the Unit.

(ii) The horizontal boundaries shall be (i) the lower boundary – the plane of the undecorated finished floor of the Unit, and (ii) upper boundary – the plane of the interior undecorated ceiling of the Unit.

(iii) All windows, window frames and doors, including all glass in windows and doors, shall be considered a part of the Unit.

(iv) The Unit shall include the heating and cooling units and water heater servicing the Unit.

4. **COMMON ELEMENTS.**

The Common Elements shall consist of all of THE ARBOR POINTE CONDOMINIUM, improvements and appurtenances, except the individual Units and except the Limited Common Elements, as each of the aforementioned is hereunder defined. The Common Elements include without limitation, the land on which the Buildings are located, foundations, roofs, structural portions of the Condominium except for the individual Units as defined hereunder, outside walks and driveways, landscaping, parking spaces, all pipes, wires, pumps, mechanical and electrical equipment, conduits and public utility lines running through a Unit and serving more than one Unit or serving, or extending into, the Common Elements, or any part thereof, and all water and sewer laterals.

5. **LIMITED COMMON ELEMENTS.**

A. Limited Common Elements – Type I. Those portions of the Common Elements for the exclusive use and benefit of an individual Unit for which each is reserved shall be designated as Limited Common Elements – Type I. The Limited Common Elements – Type I shall include the decks, balconies, and patio (if any) outside each Unit.

B. Limited Common Elements – Type II. The Garage portions of the Common Elements comprising amenities for the exclusive use and benefit of the Units to which the Garages are appurtenant shall be designated as Limited Common Elements – Type II.

C. Use. The use of such Limited Common Elements shall be governed by this Declaration, the By-Laws of and such rules and regulations the ("Rules and Regulations") as may be established by the Association of Unit Owners from time to time. No Unit Owner or Occupant shall use or permit the use of any of the Limited Common Elements in any manner contrary to such By-Laws and Rules and Regulations.

6. **PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS.**

Each Unit Owner shall own his or her pro rata undivided interest in the Common Elements as a tenant-in-common with all other condominium Unit Owners in the percentage determined pursuant to the formula described below. The formula for the pro rata share of ownership in the Common Elements shall be determined herein based on the number of Units owned by the Unit Owner divided by the total number of Units in the Condominium and Unit Owners, upon accepting a deed of conveyance to a Unit, agree to be bound by such percentages as they may presently exist or be amended in the future.

7. **RESTRICTIONS ON USE.**

A. Units. Each Unit shall be used and occupied by the Unit Owner, his or her family, guests, invitees, or any person(s) or entity(ies) to which the Unit is rented by the night. No Unit shall be used at any time for any business or commercial activity of any kind, including, but not limited to, uses which generate traffic (e.g., parties, receptions), except as follows: (i) the owner thereof may rent such (ii) The Declarant or its nominee may use such Unit(s) which it owns as an office, model or display Unit until the earlier to occur of (a) the sale of all Units owned by the Declarant or, (b) the fifth (5th) anniversary of the date hereof.

B. Common Elements. A Unit Owner shall be deemed to have assigned his/her right to use the Common Elements to the then Occupant of his/her Unit and, during the period of such Assignment.

C. Garages. The Garages are to be used solely for storage purposes. No commercial use shall be conducted from the Garages. Garages may not be owned, leased, utilized or transferred to a person or entity other than an owner of a Unit. Garage doors shall be kept closed

except for ingress and egress use. All use of Garages shall be subject to Rules and Regulations as reasonably enacted by the Association from time to time.

D. Parking Restrictions. Parking on the Common Elements and Limited Common Elements shall be limited to automobiles, bicycles and motorbikes that can park on one parking space. Bicycles, motorbikes and motorcycles shall park in assigned areas and shall not utilize any full parking spaces. Vehicles that cannot be parked in one space shall not be permitted. Trucks, commercial vehicles, or recreational vehicles that can be parked on one space may have assigned spaces that may be changed or reassigned from time to time by the Association. Inoperable or unlicensed vehicles are prohibited. The storage of or repair of vehicles (other than emergency repairs) is permitted only in the Garages. No trailers of any type shall be permitted in the Condominium.

E. Pets. Unit Owners shall have the right to have Pets in the Units and upon the Common Elements subject to the Rules and Regulations established by the Board of Directors from time to time. Such rules shall require each Unit Owner to register their pet in advance with the Association. Under no circumstances may more than two pets be kept in a Unit (excluding fish). No pet in a Unit shall exceed 60 pounds.

F. No Obstructions. No Unit Owner shall cause the Common or Limited Common Elements to be so used as to deny other Unit Owners the full use of such portion of the Common or Limited Common Elements that they are entitled to use. Accordingly, there shall be no inappropriate obstruction of any Common Elements or Limited Common Elements. Walks and drives shall be kept clean and orderly.

G. Grills. The Association shall have the right to regulate the type and use of grills by its Rules and Regulations.

H. Signs. No Unit Owner may erect, post or display posters, signs or advertising material on or in the Common Elements or Limited Common Elements; provided, however, that the Unit Owner may erect or post a temporary sign relating to the open house of a Unit for sale subject to the reasonable Rules and Regulations established by the Association. Notwithstanding the foregoing, this prohibition shall not apply to the Declarant for promotional purposes related to the sale of Units owned by the Declarant. The Association may erect such signs as it deems necessary for promotional purposes of the Condominium or for the sale of Units

owned by members of the Association. All signs shall be subject to the prior written approval of the Association as to the size, color, design and location of such signs for the sole purpose of ensuring uniformity of design in types of signs in conformance with the overall architecture and amenities of the Condominium.

3 - page 11 line I. Noxious Activity. No use or practice shall be allowed on the Condominium which (i.) is a nuisance, or (ii.) is in violation of the By-Laws or Rules and Regulations of the Association, or (iii.) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by the Unit Owners or Occupants, including but not limited to loud or noxious pets or activities, the use of musical instruments, television, radios, electronic or similar equipment at such times or in such volumes of sound as to be objectionable. The decision of the Association as to the existence of noxious activity shall be final.

J. Rules and Regulations. The Association shall have the power to adopt and enforce reasonable Rules and Regulations for the occupancy and use of the Condominium, its Units, Common Elements and Limited Common Elements including, but not limited to, the following:

(i) restricting to Unit Owners the use and enjoyment all or any portion of the Common Element; and,

(ii) restricting any Unit Owner's use and enjoyment or any portion of the Common Element; and,

(iii.) restricting the use of smoking materials.

The Association shall furnish a copy of the Rules and Regulations to the Unit Owners. The Association shall have the power to levy reasonable fines and penalties from time to time for violation of the terms of the Declaration, the By-Laws or the Rules and Regulations.

K. Unit Rental. No Unit shall be rented for a period less than six (6) months.

L. Acts Affecting Insurance. No Unit Owner or Occupant shall commit or permit any violation of the policies of insurance taken out by the Association in accordance with the provisions of Section 13 hereof, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in the termination of any such policies, (ii) adversely affect the right of-recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association policies, or (iv) result in an increase in risk or

in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same.

M. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, statutes, ordinances, orders, Rules and Regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit Owner or owners or the Association, as the case may be, whichever shall have the obligation under the Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements.

8. **EXPANSION OF THE CONDOMINIUM.**

A. Right to Expand. The Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium subject to the restrictions contained herein, without the consent or approval of the Association or any Unit Owner thereof, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording of this Declaration by subjecting all or any portion of the Expansion Real Estate to the Declaration.

B. Number, Location and Style of Units. The maximum number of Units in the Condominium as expanded is 182 Units. Declarant reserves the right to change the location of the Buildings to achieve the best development in the opinion of Declarant. The additional improvements shall be compatible with and of the same or similar quality of construction and materials as the then existing improvements, but need not be of an identical architectural design. Without limiting the generality of the foregoing, the Buildings to be constructed on the Expansion Real Estate may contain a different number of Units and Units of different floorplans than the initial Condominium Buildings.

C. Method of Expansion. Expansion shall occur upon recording amendments to this Declaration and the Plat describing and showing the location and floor plans of the Buildings, Units, other improvements and Common Elements of that Expansion. Expansion Amendments need be executed only by Declarant.

D. Construction Easement. The Declarant hereby reserves a non-exclusive easement over, across and upon the Condominium to the extent reasonably required for the purpose of constructing Buildings on the Expansion Real Estate and related improvements. This

non-exclusive easement shall include, but not be limited to, the right of access to and ingress and egress over, across and upon the Condominium, the right to temporarily place appropriate construction equipment and materials on the Common Elements, and other reasonable activities as are generally required. The easements shall be temporary and so located so as not to unreasonably interfere with the use of the Condominium or any of the Common or Limited Common Elements. The Declarant shall, as a condition of exercising its rights under this subparagraph, at its sole expense, keep the construction area reasonable clean and free of refuse and promptly repair, replace or restore any and all property that may have been damaged or destroyed by the Declarant.

E. Reservation of Declarant Rights. Notwithstanding anything contained in this Declaration to the contrary, the rights reserved in this Article 8 may not be amended or terminated without the prior written express consent of Declarant.

9. ENCROACHMENTS AND EASEMENTS.

A. Encroachments. If by reason of construction, reconstruction, settlement, shifting, or the design or construction of any Unit, any part of the Common Elements 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 or Limited Common Elements, or any part of the Common Elements or Limited Common Elements encroaches or shall hereafter encroach upon any part of the Condominium, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit, Common Elements or Limited Common Elements so encroaching so long as all or any part of such Unit, Common Elements or Limited Common Elements so encroaching 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 if such encroachment occurred due to the willful conduct of said owner.

B. Utility and Roadway Easements. Easements are hereby declared and granted for utility and road ingress and egress purposes within the Condominium including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, cable television, telephone wires and equipment, and electrical conduits, wires and equipment and pave or construct and maintain roadways over, under, along and on any part of the Common Elements and the Limited Common Elements. The exact location of these easements shall be

mutually agreed upon between the Association and the Declarant and shall be so located so as not to unreasonably interfere with the use of the Condominium or any of the Common or Limited Common Elements. The Declarant shall, as a condition of exercising its rights under this subparagraph, at its sole expense, promptly repair, replace or restore any and all property that may have been damaged or destroyed by the Declarant.

C. Benefits. All easements and rights described herein are easements appurtenant to, shall run with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

D. Creation. Reference in the respective deeds of conveyance, or in any mortgage or land contract or other evidence of obligation to the easements and rights described in this Declaration shall be, sufficient to create and reserve such easements and rights to the respective grantees, Mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

10. **ASSOCIATION OF UNIT OWNERS.**

A. Powers. The Association may take any or all of the following actions on the behalf of the Condominium:

(i.) make contracts and incur liabilities borrow funds and lease equipment; and,

(ii.) regulate, lease or otherwise impose charges for the use of Common Elements; and,

(iii.) cause additional improvements to be made as a part of the Common Elements as provided for in Section 11E. herein; and,

(iv.) acquire, hold, encumber and convey any right, title or interest in or to real property; and,

(v.) grant easements through or over the Common Elements; and,

(vi.) receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements.

B. Duties and Obligations. All Unit Owners shall be entitled and required to be members of an association of Unit Owners to be known as the ARBOR POINTE CONDOMINIUM ASSOCIATION, INC. (herein the "Association"), which shall be responsible

for carrying out the purposes of this Declaration, including the management and control of the Common Elements and Limited Common Elements. The Association is 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 this Declaration and the By-Laws and Rules and Regulations, as amended, of the Association.

C. Directors. Commencing with an election at the later date of the first Saturday of March, 2005 or thirty (30) days following the recording of this Declaration, the Association shall be managed by a Board of Directors comprised of five (5) Directors to be elected "at large."

D. Voting.

(i.) Election of Directors. Except as set forth in 10(H) Below, a quorum of one-third (1/3) of the Unit Owners, represented by person or proxy, shall elect the Directors.

(ii.) All Other Matters. For all other matters requiring the vote of the Unit Owners, each Unit Owner shall have one (1) vote for each Unit owned. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised pursuant to the By-Laws. The Declarant may exercise voting rights with respect to Units owned by it without regard as to the manner in which it shares expenses pursuant to Section 15(J) hereof. No action shall be taken by less than a majority of the votes of the Unit Owners present at a meeting of said Unit Owners at which a quorum is present as defined in the By-Laws except that if a different percentage vote is specified in this Declaration, that percentage shall control.

E. Voting by Board of Directors. No action shall be taken by less than a majority of the Directors present at a meeting of the Board of Directors at which a quorum is present as defined in the By-Laws.

F. 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, may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for property and rental program management, telephone, lighting, water, trash collection, snow removal, sewer service, and such other common services as may be required for each Unit, the Common Elements, or the Limited Common

Elements or by this Declaration. The Declarant and entitles affiliated with Declarant may contract with the Association for management and or maintenance of the Condominium. Such contracts shall be binding upon the Association provided that the fees charged by such entity do not exceed the fees typically charged by third parties for such services.

G. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property or any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners, except as otherwise provided by law. If the dispute or disagreement pertains to the administration of Common Elements and Limited Common Elements by the Association, the determination thereof shall be by the Board of Directors, and shall be final and binding on each and all of the Unit Owners, except as otherwise provided by law.

H. Control of Association. The Declarant shall have the right to appoint and remove officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit is conveyed by the Declarant to any person other than Declarant, until the earliest of: (i) ten (10) years from such date; or (ii) thirty (30) days after the conveyance of seventy-five percent (75%) of the Voting Interests to purchasers; or (iii) Declarant's election to waive its right of control. Prior to the conveyance of twenty-five percent (25%) of the Interests to purchasers, the Association shall hold a meeting, and the Owners other than the Declarant shall elect at least one-third (1/3) of the Directors. For purposes of calculating the percentages set forth in this Article 10, the percentage of Interests conveyed to purchasers shall be calculated as if complete expansion and development had taken place and the maximum number of Units constructed thereon.

11. REPAIRS AND MAINTENANCE.

Responsibility for maintenance of the Condominium and restrictions upon the alteration and improvement thereof are as follows:

A. Owner's Responsibility. The owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appurtenant to the Unit, with equal or better to original construction quality components and workmanship, including

but not limited to, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, doors, all utility lines and installations contained in the Unit, heating apparatus, and air conditioning equipment, if any, windows, grids and window frames; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep and maintain in good and orderly condition the portion of the Limited Common Elements appurtenant to the Unit; and (d) promptly repair and replace any portion of the Common Elements or Limited Common Elements damaged through the fault or negligence of such Unit Owner or the fault or negligence of such Unit Owner's family, guests or invitees or any other Occupant of the Unit.

B. Association's Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements and Limited Common Elements except as provided above.

C. Structural Changes – Owner. No Unit Owner shall make or permit to be made any structural alterations, changes or improvements to his, her or its Unit, or make or permit to be made any structural changes, alterations or improvements in or to the exterior of any Building or any Common or Limited Common Element without first obtaining the written consent of the Association. In no event shall access to water, sewer, or other mechanical controls be blocked or the same be concealed. A Unit Owner shall not perform, or allow to be performed, any act or work which would impair the soundproofing, structural soundness or integrity of any Building, or the safety of the Property, or impair any easement or hereditament without the prior written consent of the Association. A Unit Owner shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association.

E. Structural Changes – Association. Except as reserved to the Declarant, its successors and assigns, for the construction of Buildings, the Association shall not make any alterations to the exterior of any of the Buildings or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote or written consent of more than three-quarters (3/4) of the votes of all Units in the Condominium. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his or her written consent has been obtained.

12. **SEPARATE REAL ESTATE TAXES.**

Real estate taxes shall be separately taxed to each Unit Owner for his or her Unit and its corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any years 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 or her proportionate share thereof in accordance with his or her respective pro rata percentage of ownership interest in the Common Elements.

13. **INSURANCE.**

A. Association Insurance. The Board of Directors of the Association shall obtain and continue in effect insurance coverage on each Building and other improvements on or within the Condominium in an amount equal to the maximum insurable replacement value, with "agreed amount" and "Condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be reviewed annually by the Association, together with a "waiver of subrogation" with respect to all Unit Owners, their family members and officers and Directors of the Association, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use. Said insurance shall be for the benefit of the Association and the owners of Units and their Mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the Unit Owners and their Mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Section 17 hereof. The foregoing provisions of this section are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance or the right of the Association to obtain additional insurance; provided, however, that neither a Unit Owner nor the Association shall be entitled to exercise any right to maintain insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this Section.

The Association shall provide public liability in such amounts as may be determined in the discretion of the Association from time to time. The Association may also provide worker's compensation insurance, Directors' liability insurance and such other insurance

coverage, which in the opinion of the Association, is reasonably necessary and not inconsistent with this Declaration and the By-Laws of the Association, and may obtain fidelity bonds on such officers and employees and in such amounts as is determined to be necessary from time to time.

B. Cost, Waiver. All insurance premiums for any insurance coverage obtained by the Association shall be a Common Expense of the Association. The Association and each Unit Owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Association, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

C. Exclusions from Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Association shall exclude (i) any coverage of any personal property located within or appertaining to the exclusive use of a Unit or its appurtenant Limited Common Element, including but not limited to vehicles, personal property stored in a Garage, appliances, carpeting and floor coverings, wall coverings, such as wallpaper, mirrored walls and paneling, (ii) any liability coverage on a Unit Owner, its guests, invitees, employees or other Occupants of such Unit or its appurtenant Limited Common Element relating in any way whatsoever to said personal property and fixtures and (iii) rental or income loss. It is the sole responsibility for each Unit Owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Association.

14. COMMON EXPENSES AND SURPLUSES.

A. Common Expenses. Common Expenses are defined as follows:

(i.) All sums lawfully assessed against the Unit Owners by the Association.

(ii.) Expenses declared Common Expenses by the Act, this Declaration or the By-Laws.

B. Common Surpluses. After the payment of all Common Expenses, the balance of all income, rents, profits and revenues from the Common Elements shall constitute the funds of the Association to be held in its general funds. The Unit Owners shall have an interest in

the Common Surpluses in the same proportion as reflected by their pro rata percentage interest in the Common Elements as provided in Section 6.

C. Liability for Common Expense. Each Unit Owner shall be responsible for the payment of his or her proportionate share of the Common Expenses as reflected by his or her pro rata percentage interest in the Common Elements as provided in Section 6.

D. Liability for Building Expenses. The Unit Owners shall be responsible for the costs and reserves for costs of maintenance, repair and replacement of all Buildings and for the maintenance, repair and replacement of all sidewalks, driveways and lawn areas.

E. Liability for Sewer and Water and Insurance Expenses. In addition to all other liability hereunder, the Unit Owners in each Building shall pay the expenses of sewer and water for the said Units in that Building and for the expense of insurance premiums for insuring such Building in accordance with Section 13 above. The monthly maintenance fees for said Units shall contain a budgeted allowance to be applied toward said expenses.

F. Liability for Expenses of Limited Common Elements - Type II. The Unit Owners shall be responsible for the costs and reserves for costs of maintenance, repair and replacement of Limited Common Elements – Type II for the use of the Units in the Association as more fully, provided for in Section 5 above. The monthly maintenance fees for said Units shall contain budgeted allowances to be applied toward such expenses.

15. **ASSESSMENT FOR COMMON EXPENSES.**

A. Covenant to Pay Assessments. In accordance with liability created by the Act, the owner of each Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other Unit Owner and with the Association to personally and individually pay to the Association, all assessments, general or special, in accordance with the provisions of the Act, the Declaration, and the By-Laws. No Unit Owner may exempt himself or herself or his or her Unit Ownership from liability for contribution toward the Common Expenses by waiver of the use or enjoyment of any of the facilities or by the abandonment of the Unit; and no conveyance shall relieve the Unit Owner-grantor or his or her Unit of such liability along with his or her grantee in any such conveyance for the Common Expenses incurred up to the date of sale, until all expenses charged to the Unit have been paid.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of the Condominium, to provide for the repair, maintenance and improvement of the Common Elements of the Condominium, to provide for such emergency repairs as the Association may deem necessary, and to maintain funds for the purposes authorized by the Declaration.

C. Annual Budget. Each year, on or before April 1, the Association shall prepare a budget for the Condominium in the manner provided in the appropriate By-Laws, and shall present the budgets so prepared. Each Unit Owner's monthly assessment for the ensuing year shall be based upon such budgets. In addition to the normal operating expenses of the Condominium, the budgets shall provide for reserves, working capital and other sums deemed reasonably necessary by the Association for the proper conduct of the affairs of the Condominium and for the protection of the Common Elements and Units thereof.

D. Failure to Prepare Monthly Assessments for Common Expenses. The failure or delay of the Association to prepare the Annual Budget, or to notify any Unit Owner of his or her assessment, shall not constitute a waiver or release of such Unit Owner's obligation to pay his or her proportionate share of the Common Expense, necessary reserves, working capital and emergency requirements as herein provided whenever the same shall be determined; and, to that end, each Unit Owner shall continue to pay his or her assessment at the then existing rate established for the previous year until the new assessment shall have been mailed or delivered to the Unit Owner.

E. Special Assessments. In addition to the regular monthly assessments, the Association may levy a special assessment upon the Units or certain Units for the purpose of defraying, in whole or in part, the cost of any construction; reconstruction, repair or replacement of capital improvements of the Common Elements or Limited Common Elements, including fixtures and personal property related thereto. Further, the Association may levy a special assessment upon the appropriate Units as may be necessary for the purposes specified in Sections 14D-14F, to be paid monthly or otherwise. All of such special assessments shall be made only in the manner provided in the Declaration and in the By-Laws. Any special assessments made for the purposes stated above shall be held by the Association as a segregated fund to be disbursed only for the purposes for which the same were levied.

F. Rate of Assessment. The monthly assessments and any special assessments shall be levied against the Unit Owners, as well as the Units themselves in accordance with the pro rata percentage of the undivided interest in the Common Elements relating to each Unit. Any assessments made by the Association shall be uniform, non-discriminatory and shall be assessments as are necessary and desirable to maintain and administer the Common Elements subject hereto in an aesthetically pleasing, cohesive manner, for the benefit of all Unit Owners,

G. Late Payments. Any assessment not paid within ten (10) days of its due date shall be delinquent and the Unit Owner shall be charged interest at a rate not in excess of the lower of (i) the highest rate not prohibited by law, or (ii) twelve percent (12%) per annum (or such other interest rate as determined by the Association from time to time) on the unpaid assessment, calculated from the date when the assessment was first due until the date it is paid. All payments upon account shall be first applied to the interest, if any, then to the cost of collection and then to the assessment payment due. Further, the Association shall have the authority to levy late payment penalties for assessments that are not paid timely.

H. Liens. If a Unit Owner defaults in the payment of any assessment, the Association shall take appropriate measures as provided by law in accordance with the By-laws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien.

I. Rights of Mortgagees. Any first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such Unit's unpaid assessments that accrued prior to the acquisition of title to such Unit by such Mortgagee.

J. Assessment Against Declarant. Notwithstanding any of the provisions in this Declaration, the Declarant as a Unit Owner shall not be assessed for any monthly assessment for Common Expenses or special assessments under this Section against any Unit it owns until the Building in which such Unit is located is substantially completed. Declarant shall not be required to pay monthly common expenses or reserve funds to the Association with regard to unsold units. However, Declarant shall make customary payments of monthly assessments as to unsold units owned by Declarant beginning no later than 6 months after the date construction of a unit is

completed, evidenced by issuance of an occupancy permit for such unit. At such time as Declarant is making customary payments of assessments pursuant to the annual budget as to all units owned by Declarant, whether or not Declarant is required to do so, Declarant shall no longer by responsible for paying any deficiency in operating expenses of the Association.

K. Statement of Assessments. The Association, upon receipt of a purchaser's name and proposed date of closing, shall within ten (10) days after request provide a statement setting forth the existence of any outstanding general or special assessments against the owner of the Unit being sold.

16. **PARTITION OF COMMON ELEMENTS PROHIBITED.**

There shall be no partition of the Common Elements and facilities and Limited 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 the applicable statutes regarding 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. No Unit may be subdivided.

17. **DESTRUCTION AND RECONSTRUCTION.**

Reconstruction or repairs in the event of fire, casualty, or disaster shall be in accordance with the following:

A. Reconstruction – Sufficient Insurance Proceeds. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the Buildings or other improvements on or within the Condominium (the "damaged premises"), the damaged premises shall be reconstructed and repaired if the insurance proceeds are sufficient for such purposes. Reconstruction and repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

B. Destruction – Insurance Proceeds Equal to 90% of Reconstruction. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety percent (90%) of the cost of said reconstruction and repair, then the damaged

premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the Unit Owners shall be assessed for the deficiency in the same manner as if the deficiency is a Common Expense of the Condominium except as limited by Sections 14D-14F hereof.

C. Insurance Proceeds Insufficient. If the insurance proceeds are less than ninety percent (90%) of the cost to reconstruct and repair the damaged premises, then the determination as to whether or not to reconstruct and repair the damaged premises shall be made by a vote taken by (i) the owners of Units in the Building in which the damage occurred and (ii) in the case of any other damage, by all of the Unit Owners of the Association, within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least three-quarters (3/4) of the total number of owners entitled to vote shall be required in order to reconstruct and repair the damaged premises, and, upon such affirmative vote, the owners of Units shall be assessed for the deficiency in accordance with and in the same manner as if the deficiency is a Common Expense of the Condominium. If the required number of members do not vote in favor of reconstruction and repair within said ninety (90) day period, (i) the Building shall not be repaired or reconstructed and the Unit Owners affected thereby shall be entitled to the insurance proceeds in the proportion of their percentage interest in the Condominium and the affected Unit Owners shall deed over such Units not to be reconstructed to the Association, and (ii) in the case of any other damage, the Condominium shall be subject to an action for partition upon obtaining the written consent of the members having seventy-five percent (75%) or more of the votes cast in person or by proxy or otherwise as is in accordance with the Act and the Association. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit, all in accordance with the Act.

18. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, or other instrument (excepting a lease for a term not greater than one (1) year) affecting title to such Unit Ownership without including therein both the interest in the Unit and the corresponding

percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership, except that the exclusive use of a Garage may be transferred to another owner of any Unit subject to the Association. Any such deed, mortgage, or other instrument purporting to affect the one without including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. **RIGHTS OF DECLARANT.**

The Declarant, its successors and assigns, may pending the earlier to occur of the fifth (5th) anniversary of the date hereof or the sale of all of the Units of the Condominium as constructed and to which this Declaration is applicable, acting alone and subject to the terms of this Declaration:

A. Use. Declarant may use any unsold Units to facilitate the sale of all Units thereon, including, but not limited to, maintaining a sales office and models, showing the Condominium or maintaining signs.

B. Grant of Easements. Declarant reserves the right to grant appropriate easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Buildings or Units;

C. Alteration of Unit. Declarant reserves the right to (i) change the type or design of any Unit prior to construction (and the Building, as necessary, to accommodate same); and (ii) alter and change the interior arrangement of any Unit owned by the Declarant, but any changes referred to in (i) above shall be reflected in an amendment to this Declaration;

D. Relocation of Boundaries. Declarant reserves the right to reallocate the boundaries between adjoining Units owned by the Declarant or its successors and assigns, in which event the Declarant, or its successors and assigns, shall cause this Declaration to be amended so as to, among other things, (i) reflect such reallocation and (ii) apportion between the Units affected by such reallocation, the percentage of ownership of Common Elements and Limited Common Elements;

By acceptance of a deed of conveyance of a Unit from the Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in the first paragraph of this Section or at subparagraphs B, C and D above of this paragraph, be deemed to consent and agree to the action so taken; and each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, it successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effectuate the same, and (ii) to do all other things necessary to accomplish the action so taken.

All rights and benefits reserved or covenanted for or to the Declarant under this Declaration, including but not limited to those rights reserved under this paragraph, shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of the Declarant shall be deemed to refer only to such person or entity to whom the Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions contained in this Section.

20. **FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT 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, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and 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.

21. **RIGHT OF ENTRY.**

The Association, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized to make installations, alterations or repairs, upon prior request and at times convenient for the owner or Occupant thereof. All Unit

Owners shall provide the Association with a key for entry into the Unit. An authorized representative of the Association may enter each Unit at reasonable times during cold weather to confirm that thermostats are set in the Unit at not less than 55 degrees to prevent pipes from freezing, however, in no event shall this permission create any liability for the authorized representatives or the Association for failure to do so or for any consequence of failure to appropriately heat any Unit. In granting this permission, each Unit Owner specifically releases the designated representative, the Board of Directors and the Association from and of all liability for failure of heat for whatever reason, whether or not such failure occurred in his or her Unit. Notwithstanding anything to the contrary, in case of emergency, entry of the Unit may be made immediately, whether the owner or Occupant of the Unit is or is not present and without liability to the Declarant, the Board of Directors, the Association or their agents. Any damage or loss caused as a result of such entry shall be at the expense of the Unit Owner if, in the judgment of those authorizing entry, such entry was for emergency purposes.

22. **AMENDMENTS TO DECLARATION.**

Subject to the Declarant's right to amend this Declaration as set forth in Sections 8 and 19, this Declaration may be amended only with the written consent of not less than three-quarters (3/4) of all Unit Owners and Mortgagees. No amendment shall alter or abrogate the rights of the Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Washington County, Wisconsin, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his or her address on file with the Association.

23. **NOTICES.**

All notices and other documents required to be given by this Declaration or by 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 the 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

or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

24. **SERVICE OF PROCESS.**

The person to receive service of process shall be David Cull, 140 North Avenue, Hartland, WI 53029, or such other person or address as may be designated from time to time by the Association, which designation shall be filed with the Register of Deeds of Washington County, Wisconsin.

25. **REMEDIES FOR VIOLATIONS BY UNIT OWNER.**

If any Unit Owner fails to comply with the Act, this Declaration, the By-Laws or Rules and Regulations of the Association, such Unit Owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner.

26. **NUMBER AND GENDER.**

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

27. **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.

28. **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 provisions hereof.

29. **TERMINATION OF CONDOMINIUM.**

In the event the Condominium is terminated as provided under the Act, the Building Unit Owners shall own the remainder of the Condominium Property as tenants in common. Reciprocal easements for ingress and egress, parking and maintenance shall be granted by Unit Owners, and shall be subject to administration by the Association as an Owner's Association.

30. **EXECUTION IN COUNTERPARTS.**

This Declaration may be executed in counterpart and the signature pages of each counterpart appended to a single Declaration for the purposes of recordation as required-by law.

IN WITNESS WHEREOF, the said Declarant, has caused this document to be executed this 30th day of June, 2004.

VERRADA DEVELOPMENT, LLC

"DECLARANT"

BY: _____

David Cull, Member

STATE OF WISCONSIN)

) ss.

WAUKESHA COUNTY)

Personally came before me this 30th day of June, 2004, David Cull a member of the above-named limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge that they executed the foregoing instrument as such members as the deed of said limited liability company, by its authority.

Notary Public, State of Wisconsin, JILL M. PETERSO

Waukesha County

My Commission: is ~~permanent~~ expires 3/20/05

EXHIBIT A

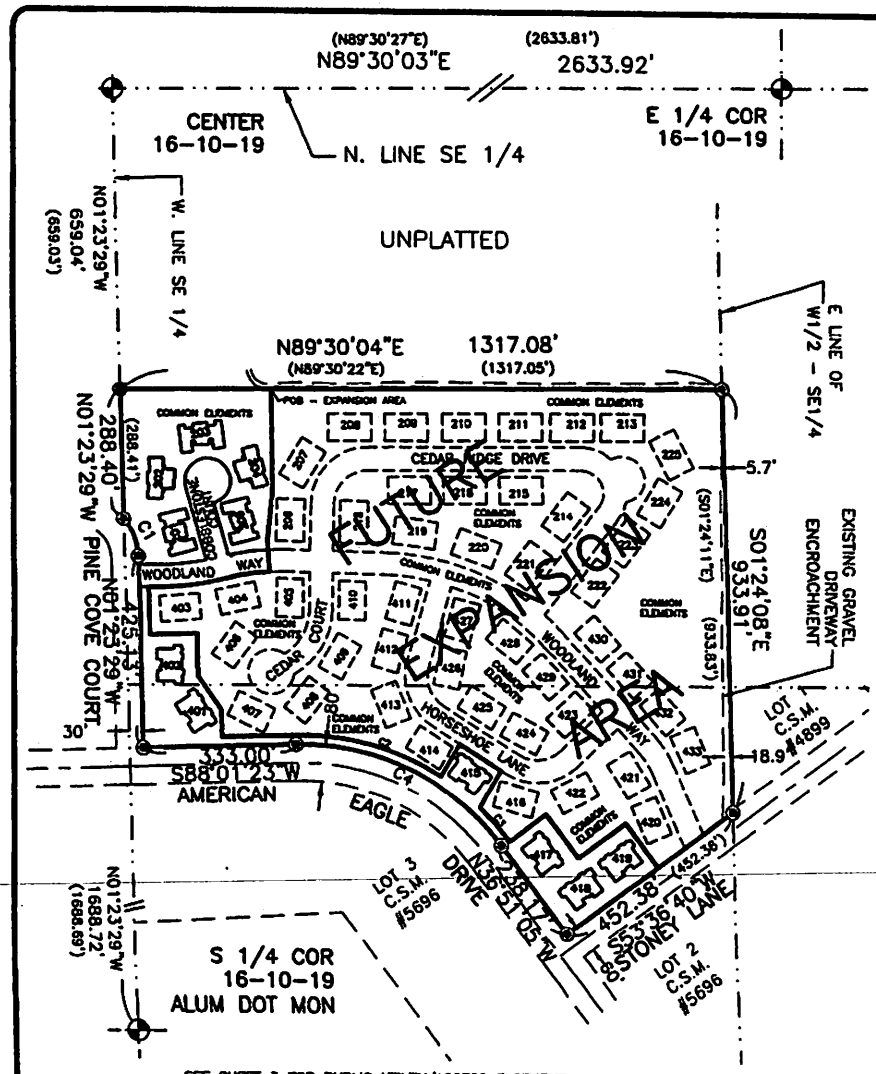
LEGAL DESCRIPTION

Lot One (1) of Certified Survey Map No. 5696, recorded in the Washington County Registry on February 13, 2004 in Volume 41 of Certified Survey Maps, page 223 as Document No. 1036543, being a part of the SE ¼ of the SE ¼, part of the SW ¼ of the SE ¼ and part of the NW ¼ of the SE ¼ of Section 16, Township 10 North, Range 19 East, Village of Slinger, Washington County, Wisconsin.

ARBOR POINTE CONDOMINIUMS

LOT 1 OF CERTIFIED SURVEY NUMBER 5696, RECORDED IN VOLUME 41 OF CERTIFIED SURVEYS ON PAGES 225-230 IN THE WASHINGTON COUNTY REGISTER OF DEEDS; LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 16, TOWNSHIP 10 NORTH, RANGE 19 EAST, VILLAGE OF SLINGER, WASHINGTON COUNTY, WISCONSIN

FUTURE EXPANSION AREA: DESCRIPTION ON SHEET 2



SEE SHEET 3 FOR PUBLIC UTILITY/ACCESS EASEMENT
SEE SHEET 4 FOR PUBLIC AND/OR PRIVATE UTILITY EASEMENT

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

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

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

Date this 29th day of July, 2004.

Dennis G. Steinkraus S-1609
MSA Professional Services, Inc.
231 Corporate Drive, Beaver Dam WI 53916

LEGEND
- FOUND PLSS COR
- FD. 1" IRON PIPE
- SET 1-1/4" (O.D.) BY 18"
- (-) RECORDED INFO
- LCE LIMITED COMMON ELEMENT
- CE COMMON ELEMENT

CURVE TABLE

CURVE	DELTA	CHORD DIR	RADIUS	ARC LEN	CHORD LEN
C1	39°42'59"	N21°14'58"W	130.00	90.11	88.32
C2	34°18'47"	N74°48'14"W	560.00	335.37	330.36
C3	10°03'18"	N41°30'17"W	560.00	98.27	98.15
C4	55°07'32"	N56°24'51"W	540.00	519.55	499.74

GRAPHIC SCALE
0 100 200
1" = 200 FEET

CONDOMINIUM PLAT

CLIENT:
Verrado Development LLC
140 North Avenue
Hartland, WI 53029

MSA
TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL
231 Corporate Drive, Beaver Dam, WI 53916
920-887-4342 1-800-533-4330 Fax 920-887-4350
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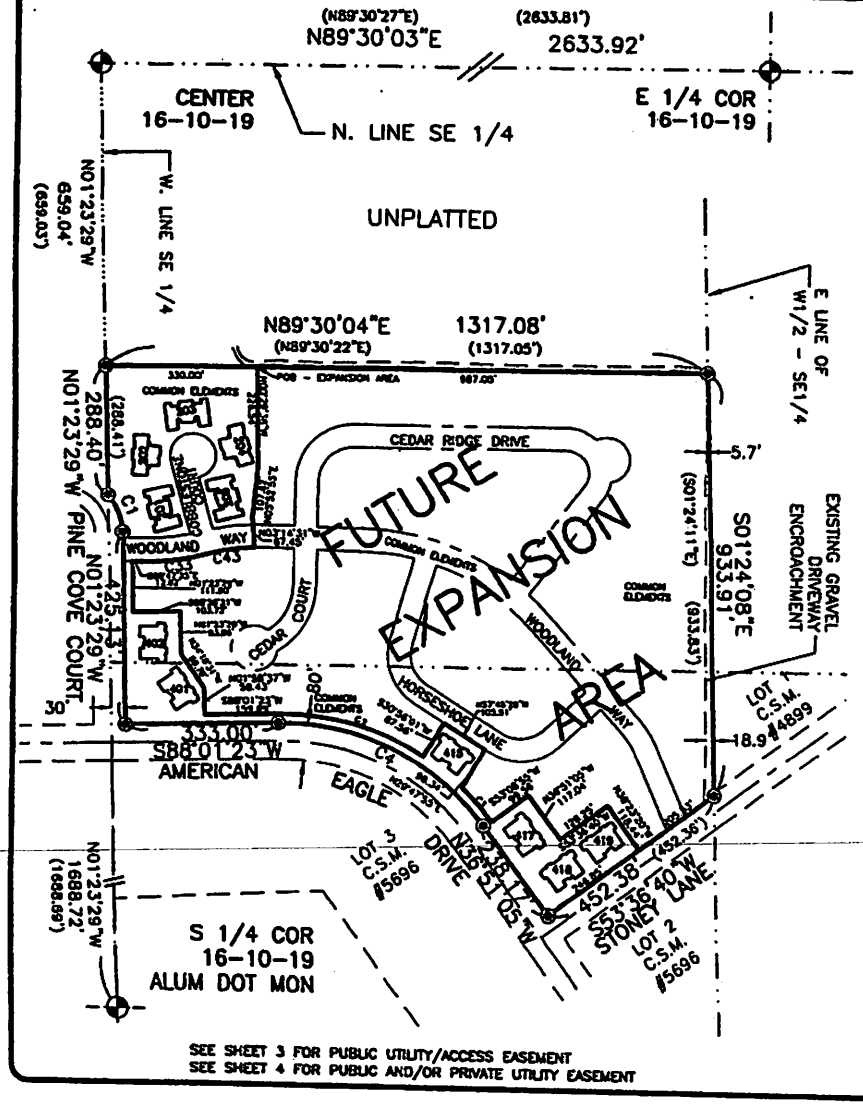
PROJECT # 193131
FIELD BOOK #
PAGES

SCALE: 1" = 200 FEET
DRAWN BY Ali Buderer
CHECKED BY Anne Cook

FILE # 193131/cadd/alta/codo.dwg
SHEET 1 OF 7
SIDE 1/1

ARBOR POINTE CONDOMINIUMS

LOT 1 OF CERTIFIED SURVEY NUMBER 5696, RECORDED IN VOLUME 41 OF CERTIFIED SURVEYS ON PAGES 225-230 IN THE WASHINGTON COUNTY REGISTER OF DEEDS; LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 16, TOWNSHIP 10 NORTH, RANGE 19 EAST, VILLAGE OF SLINGER, WASHINGTON COUNTY, WISCONSIN



SEE SHEET 3 FOR PUBLIC UTILITY/ACCESS EASEMENT
SEE SHEET 4 FOR PUBLIC AND/OR PRIVATE UTILITY EASEMENT

FUTURE EXPANSION AREA:
COMMENCING at the Northwest corner of said Lot 1 of Certified Survey Map No. 5696; thence, along the North line of said Lot 1, N89°30'04"E, 330.00 feet to the POINT OF REAL BEGINNING of the future expansion area; thence, continuing along said North line of Lot 1, N89°30'04"E, 987.08 feet to the Northeast corner of said Lot 1 and the East line of the West 1/4 of said Southeast 1/4; thence, along the East line of said Lot 1 and the East line of said West 1/4 of the Southeast 1/4, S01°24'08"E, 933.91 feet to the Southeast corner of said Lot 1 being also the Northwesterly right-of-way line of Stoney Lane; thence, along the Southeast line of said Lot 1 and said Northwest line of Stoney Lane, S53°36'40"W, 205.53 feet; thence N36°23'20"W, 118.44 feet; thence S53°36'40"W, 128.25 feet; thence, N35°51'05"W, 117.04 feet; thence, S53°08.55"W, 99.56 feet to the beginning of a non-tangent curve to the left having a radius of 560.00 feet and a chord which bears N41°30'17"W, 98.15 feet;
thence, Northwesterly along the arc of said curve 98.27 feet, through a central angle of 10°03'15" to a non-tangent line;
thence, N29°47'55"E, 98.34 feet; thence N57°45'28"W, 105.91 feet; thence S30°56'01"W, 87.56 feet to a non-tangent curve to the left having a radius of 560.00 feet and a chord which bears N74°49'14"W, 330.38 feet;
thence, Northwesterly along the arc of said curve 333.37 feet, through a central angle of 34°18'47" to its point of tangency;
thence, S58°01'23"W, 159.69 feet; thence N01°58'37"W, 58.43 feet; thence N34°18'31"W, 89.78 feet; thence N01°23'29"W, 93.86 feet; thence S88°36'31"W, 103.72 feet; thence N01°23'29"W, 111.90 feet; thence S88°47'35"E, 12.82 feet to a tangent curve to the left having a radius of 516.18 feet and a chord which bears N82°42'51"E, 152.46 feet; thence, Northeasterly along the arc of said curve 153.02 feet, through a central angle of 16°59'08" to its point of reverse curvature to the right, having a radius of 468.18 feet and a chord which bears N82°28'21"E, 101.52 feet;
thence, Northeasterly along the arc of said curve 101.72 feet, through a central angle of 12°30'08" to a non-tangent line;
thence, N03°14'31"W, 67.45 feet; thence, N05°52'55"E, 107.62 feet; thence, N00°29'38"W, 226.54 feet to said North line of Lot 1 of Certified Survey Map No. 5696 and the POINT OF REAL BEGINNING.

LEGEND
- FOUND PLSS COR
- FD. 1" IRON PIPE
- SET 1-1/4" (O.D.) BY 18"
- ( ) RECORDED INFO
- LCE LIMITED COMMON ELEMENT
- CE COMMON ELEMENT

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C3	10°03'15"	N41°30'17"W	560.00	98.27	98.15
C4	55°07'33"	N84°24'51"W	540.00	519.55	499.74
C33	16°59'08"	N82°42'51"E	516.18	153.02	152.46
C43	12°30'08"	N82°28'21"E	486.18	101.72	101.52

GRAPHIC SCALE
0 100 200
1" = 200 FEET

BEARINGS REFERENCED TO THE SOUTH LINE OF THE SE 1/4 OF SECTION 16-10-19 AS BEING N89°30'03"E

CONDOMINIUM PLAT

CLIENT:
Verrado Development LLC
140 North Avenue
Hartland, WI 53029

MSA
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SHEET	2 OF 7
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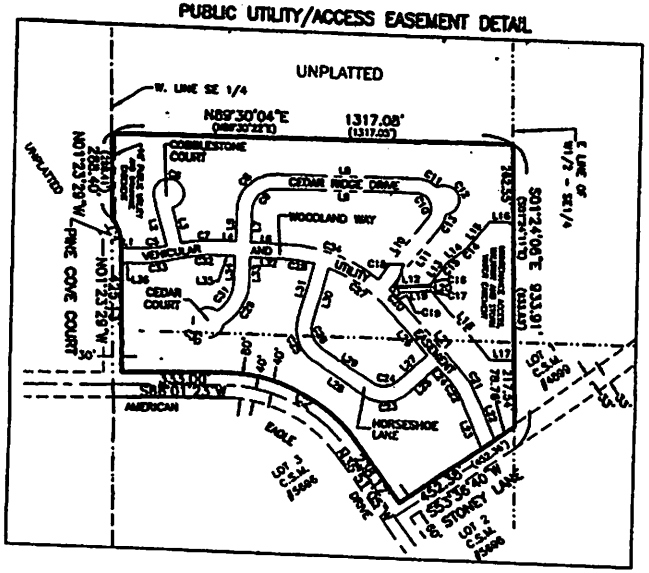
LOT 1 OF CERTIFIED SURVEY NUMBER 5696, RECORDED IN VOLUME 41 OF CERTIFIED SURVEYS ON PAGES 225 TO 230 IN THE WASHINGTON COUNTY REGISTER OF DEEDS; LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 16, TOWNSHIP 10 NORTH, RANGE 19 EAST, VILLAGE OF SLINGER, WASHINGTON COUNTY, WISCONSIN

PUBLIC UTILITY/ACCESS EASEMENT DETAIL



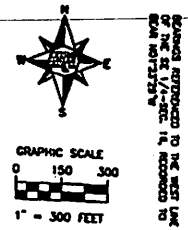
NOTE:
COBBLESTONE COURT, CEDAR RIDGE DRIVE, CEDAR COURT, HORSESHOE LANE AND WOODLAND WAY ARE ALL PRIVATE ROADWAYS. SAID ROADWAYS ARE ALSO DESIGNATED AS 50 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR SANITARY SEWER, WATER MAIN, ELECTRIC SERVICE FACILITIES AND EMERGENCY VEHICLE ACCESS WITH RIGHTS GRANTED TO THE VILLAGE OF SLINGER. NO PARKING PERMITTED ALONG SAID ROADWAYS WITH ENFORCEMENT RIGHTS GRANTED TO THE VILLAGE OF SLINGER. THE LOCATION OF THESE ACCESS AS DELINEATED AS PART OF THIS CONDOMINIUM SHALL REPLACE THOSE EASEMENTS ORIGINALLY RECORDED AS PART OF CERTIFIED SURVEY MAP NO. 5696.

CURVE TABLE

CURVE	DELTA	CHORD DIRECTION	RADIUS	ARC LEN	CHORD LEN
C1	39°42'56"	N21°14'58"W	130.00	90.11	88.32
C4	39°07'32"	N66°24'31"W	540.00	318.55	312.48
C5	13°36'51"	N54°13'59"E	466.18	110.74	110.48
C6	270°00'00"	N89°07'18"W	50.00	235.62	70.71
C7	14°10'42"	S84°07'04"W	516.18	127.73	127.41
C8	58°17'57"	S45°21'24"W	125.00	182.64	174.13
C9	58°17'57"	S45°21'23"W	75.00	115.58	104.48
C10	127°23'03"	N28°47'07"W	50.00	111.18	89.66
C11	41°48'33"	N68°35'22"W	100.00	72.97	71.36
C12	198°19'47"	N18°06'22"W	50.00	173.06	98.72
C13	26°27'03"	N23°41'53"E	100.00	46.17	45.76
C14	12°06'07"	N64°13'09"E	9.00	1.90	1.90
C15	07°48'03"	S40°48'23"W	31.00	4.20	4.20
C16	23°46'10"	S23°02'18"W	31.00	12.86	12.77
C17	17°19'17"	S33°08'05"E	31.00	9.37	9.34
C18	03°24'02"	N46°36'37"W	537.00	31.87	31.87
C19	03°03'33"	N43°21'40"W	537.00	28.04	29.03
C20	06°29'55"	N45°03'41"W	537.00	60.91	60.88
C21	18°04'18"	N37°46'34"W	725.00	70.97	70.87
C22	18°04'18"	N37°46'34"W	175.00	55.20	54.97
C23	76°02'56"	N54°13'04"E	125.00	185.91	154.00
C24	76°02'57"	N68°13'04"E	75.00	99.55	92.40
C25	75°13'14"	S21°00'31"E	125.00	156.74	149.08
C26	75°13'11"	S21°08'36"E	75.00	98.84	89.45
C27	29°46'56"	N58°42'12"W	487.00	253.15	250.30
C28	11°18'48"	N83°09'11"W	487.00	96.10	96.00
C29	57°51'04"	N30°07'56"E	170.00	171.65	164.45
C30	289°14'33"	S23°42'37"E	50.00	281.14	50.57
C31	54°48'35"	N28°36'42"E	120.00	114.78	110.47
C32	16°59'06"	S82°42'51"W	466.18	138.20	137.70
C33	16°59'06"	N82°42'51"E	516.18	153.02	152.46
C34	35°00'32"	S71°13'19"E	357.00	329.57	324.23

LINE TABLE

LINE	DIRECTION	DISTANCE	RECORDED
L1	S58°47'35"E	38.11'	37.74'
L2	N11°07'19"W	169.48'	
L3	N11°07'19"W	120.19'	
L4	S58°47'35"E	51.23'	53.06'
L5	N01°12'25"E	106.81'	
L6	N58°47'35"W	117.55'	
L7	N01°12'25"E	106.81'	
L8	N89°30'22"E	466.10'	
L9	N89°30'22"E	486.10'	
L10	S36°35'23"W	283.98'	
L11	S36°35'23"W	205.81'	
L12	N85°21'35"E	126.25'	
L13	S36°35'23"W	73.17'	
L14	S50°16'13"W	82.33'	
L15	S36°10'08"W	110.58'	
L16	N58°35'48"E	77.86'	77.83'
L17	S08°35'48"W	77.56'	77.56'
L18	S41°48'43"E	284.06'	
L19	N85°21'35"E	98.29'	
L20	S44°39'47"W	20.74'	
L21	S41°48'43"E	300.37'	
L22	S23°44'25"E	189.02'	
L23	S23°44'25"E	180.24'	
L24	S41°48'43"E	89.38'	
L25	N48°11'35"E	123.98'	
L26	S41°48'43"E	181.08'	
L27	N48°11'35"E	125.74'	
L28	S57°45'28"E	185.21'	
L29	S57°45'28"E	185.21'	
L30	S15°27'48"W	187.95'	
L31	S15°27'48"W	187.95'	
L32	S58°47'35"E	117.55'	
L33	N01°12'25"E	84.72'	
L34	N01°12'25"E	84.72'	
L35	S58°47'35"E	51.23'	53.06'
L36	S58°47'35"E	32.64'	35.61'



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PROJECT	193131
FIELD BOOK	
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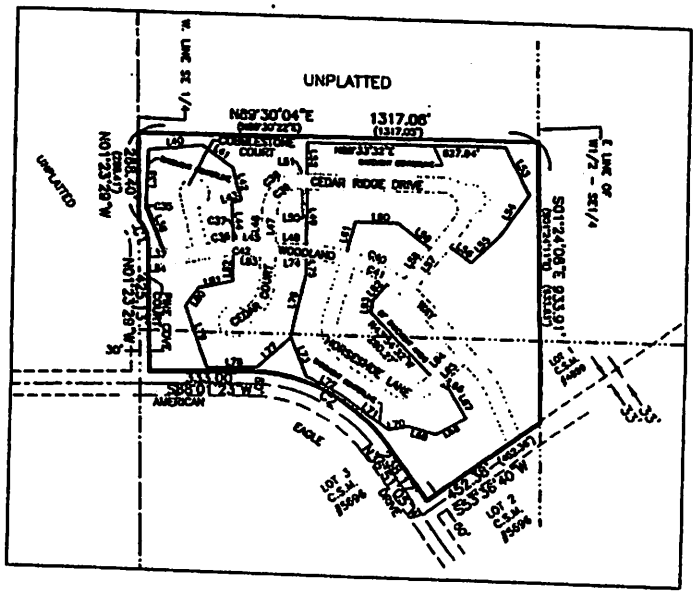
CHECKED BY	Anne Cook
FILE	193131/cadd/dlg/coda.dwg
SHEET	3 OF 7
SIDE	1/1

ARBOR POINTE CONDOMINIUMS

LOT 1 OF CERTIFIED SURVEY NUMBER 5696, RECORDED IN VOLUME 41 OF CERTIFIED SURVEYS ON PAGES 225 TO 230 IN THE WASHINGTON COUNTY REGISTER OF DEEDS; LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 16, TOWNSHIP 10 NORTH, RANGE 19 EAST, VILLAGE OF SLINGER, WASHINGTON COUNTY, WISCONSIN

PUBLIC AND/OR PRIVATE UTILITY EASEMENT DETAIL



NOTE:
EASEMENT SHOWN IS A 20 FOOT WIDE PUBLIC UTILITY/ACCESS EASEMENT LYING 10 FEET TO EACH SIDE OF THE SHOWN CENTERLINE, EXCEPT FOR LINES DESIGNATED AS L55 OR AS SHOWN IN WHICH AREA PRIVATE UTILITY/ACCESS EASEMENTS SHALL BE 9 FEET TO EACH SIDE OF SHOWN CENTERLINE. THE SIDELINES OF SHWN EASEMENT ARE TO BE EXTENDED AND/OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON THE PUBLIC UTILITY/ACCESS EASEMENT AS DELINEATED AS PART OF THIS CONDOMINIUM. THE LOCATION OF SAID EASEMENT IS AS DELINEATED ON THE LINE AND CURVE DATA TABLES AS SHOWN. THE LOCATION OF THESE EASEMENTS AS DELINEATED AS PART OF THIS CONDOMINIUM SHALL REPLACE THOSE EASEMENTS ORIGINALLY RECORDED AS PART OF CERTIFIED SURVEY MAP NO. 5696.

CURVE TABLE

NUMBER	DELTA	CHORD DIR	RADIUS	ARC LEN	CHORD LEN
C1	39°47'59"	N21°14'58"W	130.00	90.11	88.32
C4	33°07'32"	N84°26'51"W	540.00	312.20	307.87
C35	01°31'57"	S89°43'34"E	468.18	12.52	12.52
C36	09°40'48"	S81°52'07"W	516.18	87.21	87.10
C37	04°29'34"	S86°37'28"W	516.18	40.53	40.52
C38	68°17'57"	S45°21'24"W	125.00	182.64	174.13
C39	68°17'57"	S45°21'33"W	75.00	115.36	104.48
C40	22°20'36"	N84°49'22"W	537.00	209.41	208.09
C41	13°58'21"	N84°39'00"W	487.00	118.80	118.61
C42	04°50'02"	S88°47'24"W	466.18	39.33	39.32

LINE TABLE

LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L37	S88°47'35"E	35.11'	L61	S14°30'09"W	100.40'
L38	N21°18'53"W	164.50'	L62	S36°51'13"W	70.75'
L39	N01°48'25"E	174.00'	L63	S07°28'38"W	41.37'
L40	N82°37'22"E	100.16'	L64	N48°11'35"E	108.71'
L41	S54°14'35"E	125.72'	L65	S48°11'35"W	101.47'
L42	S19°12'21"E	109.08'	L66	S39°48'24"E	30.82'
L43	S73°16'22"W	31.44'	L67	S31°16'19"E	108.56'
L44	S01°16'53"E	126.58'	L68	S56°43'41"W	112.53'
L45	S88°47'35"E	51.23'	L69	N74°48'04"W	92.53'
L46	N01°12'25"E	106.81'	L70	S78°07'12"W	66.99'
L47	S01°12'25"W	106.81'	L71	N54°06'45"W	109.16'
L48	N88°47'35"W	100.71'	L72	N64°06'05"W	136.08'
L49	S00°28'40"E	182.53'	L73	N22°07'39"W	138.97'
L50	S89°30'22"W	22.59'	L74	S88°47'35"E	102.18'
L51	S89°30'22"W	22.59'	L75	S00°28'40"E	50.81'
L52	N00°28'40"W	104.80'	L76	S12°36'05"W	216.76'
L53	S27°54'53"E	175.73'	L77	S46°17'33"W	152.10'
L54	S34°42'21"W	165.67'	L78	S07°26'17"W	185.57'
L55	S45°11'25"W	131.02'	L79	N20°18'05"W	217.54'
L56	S53°04'37"E	83.81'	L80	N35°31'40"E	75.28'
L57	N36°55'23"E	180.64'	L81	N76°43'11"E	114.94'
L58	N36°55'23"E	132.72'	L82	N00°10'38"W	86.17'
L59	N74°49'04"W	132.01'	L83	S88°47'35"E	51.23'
L60	S89°56'34"W	137.71'	L84	N88°47'35"W	32.84'



BEARINGS REFERENCED TO THE N. LINE OF THE NW 1/4 OF SEC 16 T10N R19E WHICH BEARS S89°30'04"W PER WASHINGTON COUNTY COORDINATE SYSTEM

CONDOMINIUM PLAT

CLIENT:
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Hartland, WI 53029

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FIELD BOOK #
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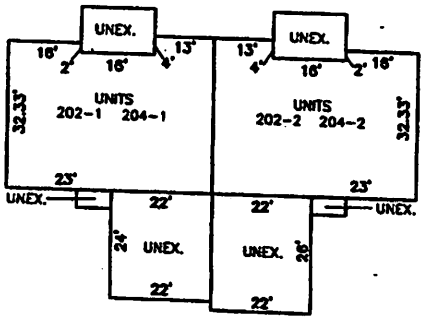
FILE # 193131/cadd/dlg/cadd.dwg
SHEET # 4 OF 7
SIDE # 1/1

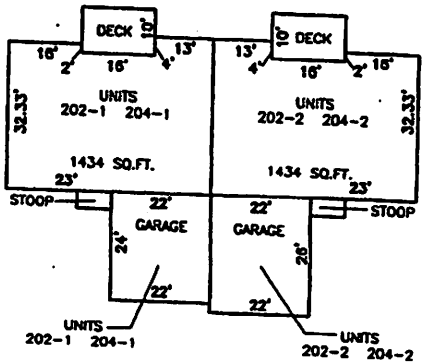
ARBOR POINTE CONDOMINIUMS

LOT 1 OF CERTIFIED SURVEY NUMBER 5696, RECORDED IN VOLUME 41 OF CERTIFIED SURVEYS ON PAGES 225 TO 230 IN THE WASHINGTON COUNTY REGISTER OF DEEDS; LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 16, TOWNSHIP 10 NORTH, RANGE 19 EAST, VILLAGE OF SLINGER, WASHINGTON COUNTY, WISCONSIN

FOUNDATION PLAN



FIRST FLOOR PLAN



GRAPHIC SCALE
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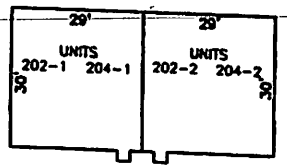
1" = 20 FEET

SECOND FLOOR PLAN



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

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CLIENT:
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140 North Avenue
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FIELD BOOK #
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CHECKED BY Anne Cook

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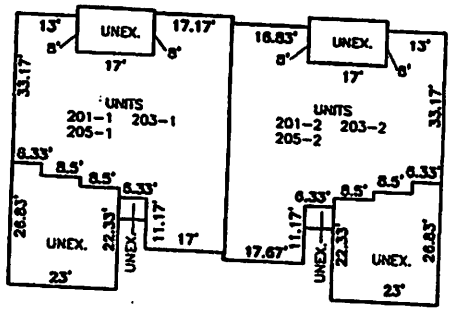
SHEET # 5 OF 7
SIDE # 1/1

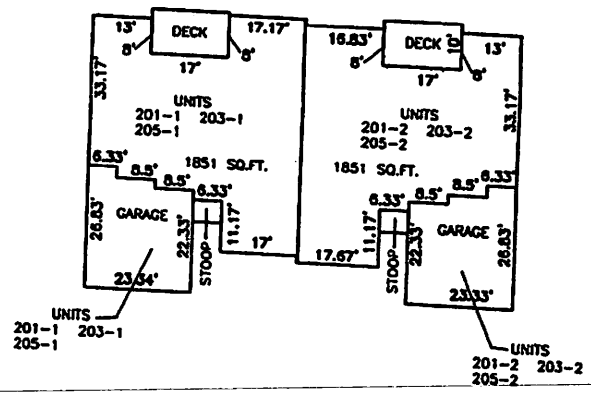
ARBOR POINTE CONDOMINIUMS

LOT 1 OF CERTIFIED SURVEY NUMBER 5696, RECORDED IN VOLUME 41 OF CERTIFIED SURVEYS ON PAGES 225 TO 230 IN THE WASHINGTON COUNTY REGISTER OF DEEDS; LANDS BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 16, TOWNSHIP 10 NORTH, RANGE 19 EAST, VILLAGE OF SLINGER, WASHINGTON COUNTY, WISCONSIN

FOUNDATION PLAN



FIRST FLOOR PLAN



GRAPHIC SCALE
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PROJECT # 193131
FIELD BOOK #
PAGES #

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CHECKED BY Anne Cook

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SHEET # 6 OF 7
SIDE # 1/1

ARBOR POINTE CONDOMINIUMS

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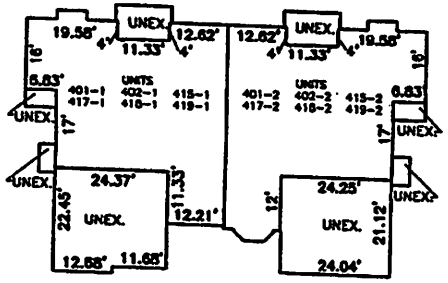
FOUNDATION PLAN



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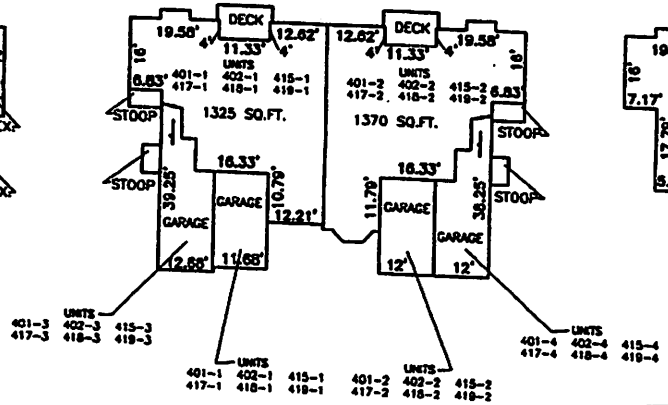
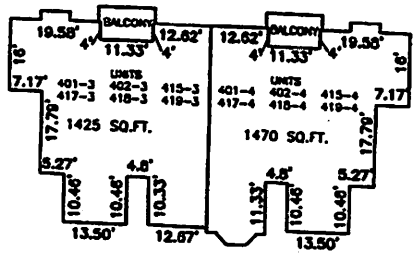


SECOND FLOOR PLAN



GRAPHIC SCALE
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SHEET 7 OF 7
SIDE 1/1

This instrument was drafted by and should be returned to:
Attorney Ann K. Chandler
WEISS BERZOWSKI BRADY LLP
400D Genesee Street
Delafield, Wisconsin 53018.

Document Number

First Amendment to Declaration of Condominium for Arbor Pointe Condominiums
Title of Document

DOC#: 1081213

Recorded
MAR. 16, 2005 AT 09:30AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $15.00

Recording Area

Name and Return Address

15-3

Attorney Ann K. Chandler
Weiss Berzowski Brady LLP
400 D Genesee Street
Delafield, WI 53018

Part of V5-0607 & V5-0606
Parcel Identification Number (PIN)

Being a part of:
Lot One (1) of Certified Survey Map No. 5696, recorded in the Washington County Registry on February 12, 2004 in Volume 41 of Certified Survey Maps, page 223 as Document No. 1036543, being a part of the SE ¼ of the SE ¼, part of the SW ¼ of the SE ¼ and part of the NW ¼ of the SE ¼ of Section 16, Township 10 North, Range 19 East, Village of Slinger, Washington County, Wisconsin.

Prepared By:
Attorney Ann K. Chandler
Weiss Berzowski Brady LLP
400 D Genesee Street
Delafield, WI 53018

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FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR ARBOR POINTE CONDOMINIUMS

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR ARBOR POINTE CONDOMINIUMS ("First Amendment") is made this 19th day of January, 2005.

WHEREAS, the Declaration of Condominium for Arbor Pointe Condominiums was recorded on July 30, 2004, as Document No. 1057750, Public Records of Washington County, Wisconsin;

WHEREAS, the Unit Owners desire to amend the Declaration as herein provided.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration has been approved in accordance with Section 22 of the Declaration:

1. **Pets.** Subsection 7(E) is hereby amended to read in its entirety:

> E. Pets. Unit Owners shall have the right to have Pets in the Units and upon the Common Elements subject to the Rules and Regulation established by the Board of Directors from time to time. Such rules shall require each Unit Owner to register their pet in advance with the Association. Under no circumstances may more than two pets be kept in a Unit (excluding fish). No pet in a Unit shall exceed eighty (80) pounds.

2. **Effect of Amendment.** Except as expressly amended hereby the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed as of the date first set forth above.

ARBOR POINTE CONDOMINIUM ASSOCIATION, INC., a Wisconsin corporation

BY: _____
David Cull
Its: President

BY: _____
Renee Cull
Its: Secretary

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 19th day of January, 2005, David Cull and Renee Cull, to me known to be the persons who executed the foregoing instrument as President and Secretary, respectively, of Arbor Pointe Condominium Association, Inc. and acknowledge that they executed the foregoing instrument in such capacities on behalf of the corporation, by its authority.

DEBORAH MARGRAF NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin,
Waukesha County
My commission: ~~is permanent~~ 12/13/06

COND AMENDMENT TO DECLARATION CONDOMINIUM FOR ARBOR POINTE CONDOMINIUMS

Document Number

Document Title

DOC#: 1092872

Recorded
JUNE 30, 2005 AT 12:30PM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $17.00

Recording Area

Name and Return Address

VERRADA DEVELOPMENT, LLC
140 NORTH AVENUE
HARTLAND, WI 53029

Parcel Identification Number (PIN)

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96*

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR

ARBOR POINTE CONDOMINIUMS

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR ARBOR POINTE CONDOMINIUMS ("Second Amendment") is made this 27th day of JUNE, 2005.

WHEREAS, the Declaration of Condominium for Arbor Pointe Condominiums was recorded on July 30, 2004, as Document No. 1057750, Public Records of Washington County, Wisconsin and amended by a certain First Amendment to Declaration of Condominium for Arbor Pointe recorded March 16, 2005, as Documents No. 1081213;

WHEREAS, the owners of Units desire to amend the Declaration to correct the addresses of certain Units as herein provided.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration has been approved in accordance with Section 22 of the Declaration:

1. **Addresses.** Section 2(C) of the Declaration is hereby amended to read in its entirety:

   C. Address. The address of the condominium is:

470 Pine Cove Court, Slinger, WI	Unit 402-3 Building 402
474 Pine Cove Court, Slinger, WI	Unit 402-1, Building 402
484 Pine Cove Court, Slinger, WI	Unit 402-4, Building 402
480 Pine Cove Court, Slinger, WI	Unit 402-2, Building 402
490 Pine Cove Court, Slinger, WI	Unit 401-3, Building 401
494 Pine Cove Court, Slinger, WI	Unit 401-1, Building 401
1700 American Eagle Drive, Slinger, WI	Unit 401-2, Building 401
1704 American Eagle Drive, Slinger, WI	Unit 401-4, Building 401
1780 American Eagle Drive, Slinger, WI	Unit 415-3, Building 415
1788 American Eagle Drive, Slinger, WI	Unit 415-1, Building 415
1798 American Eagle Drive, Slinger, WI	Unit 415-4, Building 415
1790 American Eagle Drive, Slinger, WI	Unit 415-2, Building 415

1800 American Eagle Drive, Slinger, WI	Unit 417-3, Building 417
1808 American Eagle Drive, Slinger, WI	Unit 417-1, Building 417
1818 American Eagle Drive, Slinger, WI	Unit 417-4, Building 417
1812 American Eagle Drive, Slinger, WI	Unit 417-2, Building 417
1820 Stoney Lane, Slinger, WI	Unit 418-3, Building 418
1824 Stoney Lane, Slinger, WI	Unit 418-1, Building 418
1830 Stoney Lane, Slinger, WI	Unit 418-4, Building 418
1828 Stoney Lane, Slinger, WI	Unit 418-2, Building 418
1840 Stoney Lane, Slinger, WI	Unit 419-3, Building 419
1844 Stoney Lane, Slinger, WI	Unit 419-1, Building 419
1850 Stoney Lane, Slinger, WI	Unit 419-4, Building 419
1848 Stoney Lane, Slinger, WI	Unit 419-2, Building 419
400 Cobblestone Court, Slinger, WI	Unit 203-2, Building 203
405 Cobblestone Court, Slinger, WI	Unit 203-1, Building 203
410 Cobblestone Court, Slinger, WI	Unit 204-1, Building 204
411 Cobblestone Court, Slinger, WI	Unit 202-2, Building 202
414 Cobblestone Court, Slinger, WI	Unit 204-2, Building 204
415 Cobblestone Court, Slinger, WI	Unit 202-1, Building 202
420 Cobblestone Court, Slinger, WI	Unit 205-1, Building 205
424 Cobblestone Court, Slinger, WI	Unit 205-2, Building 205
431 Cobblestone Court, Slinger, WI	Unit 201-2, Building 201
435 Cobblestone Court, Slinger, WI	Unit 201-2, Building 201

2. **Effect of Amendment.** Except as expressly amended hereby and by the First Amendment, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed as of the date first set forth above.

VERRADA DEVELOPMENT, LLC

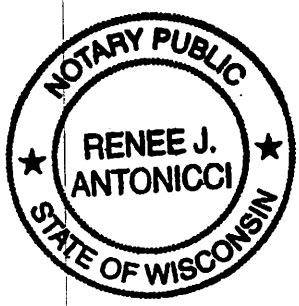
BY: _____
David Cull
Its: Managing member

STATE OF WISCONSIN)

) ss.

WAUKESHA COUNTY)

Personally came before me this 27th day of JUNE, 2005, David Cull, to me known to be the person who executed the foregoing instrument as Managing Member of Verrada Development, LLC and he acknowledged that he executed the foregoing instrument in such capacity on behalf of the company, by its authority.



RENEE' J. ANTONICCI
Notary Public, State of Wisconsin,
WASHINGTON County

My Commission: ~~is permanent~~
EXP. APRIL 22, 2007

DRAFTED BY: ATTY. ANN K. CHANDLER

EXHIBIT B

CONDOMINIUM PLAT

(ATTACHED)

THIRD AMENDMENT TO DECLARATIONS OF CONDOMINIUM FOR ARBOR POINTE CONDOMINIUMS

Document Number

Document Title

DOC#: 1096788

Recorded
AUG. 02, 2005 AT 03:20PM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $19.00

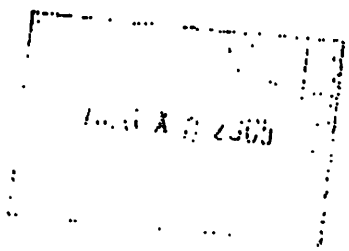
Recording Area

Name and Return Address

VERRADA DEVELOPMENT, LLC
ATTN: DAVID CULL
N68 W33790 Hwy K
OCONOMOWOC, WI 53066

19.5

Parcel Identification Number (PIN)



This instrument drafted by:
Attorney Ann K. Chandler
WEISS BERZOWSKI BRADY LLP
400D Genesee Street
Delafield, WI 53018

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee.* Wisconsin Statutes, 59.517. WRDA 2/96

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR ARBOR POINTE CONDOMINIUMS

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR ARBOR POINTE CONDOMINIUMS ("Third Amendment") is made and entered into as of the 1st day of August, 2005, by Verrada Development, LLC ("Declarant").

WHEREAS, the Declaration of Condominium for Arbor Pointe Condominiums was recorded on July 30, 2004, as Document No. 1057750, Public Records of Washington County, Wisconsin and subsequently been amended by a First Amendment to Declaration of Condominium for Arbor Pointe Condominiums recorded March 16, 2005, as Document No. 1081213, and a Second Amendment to Declaration of Condominium for Arbor Pointe Condominiums recorded June 30, 2005 as Document No. 1092872, collectively these documents constitute the "Declaration" which subjected certain real property in the Village of Slinger, Washington County, Wisconsin, to the Condominium Ownership Act;

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant reserved the right to expand the Condominium to include additional lands; and

WHEREAS, Declarant desires to amend the Declaration to expand the Condominium as hereinafter set forth.

NOW THEREFORE, Declarant pursuant to Section 8 of the Declaration, hereby amends the Declaration to include the lands described on the First Addendum to Plat attached hereto as Exhibit A-1 as if fully set forth therein at the time of the recording of the Declaration and subject to all terms and restrictions set forth in the Declaration. The Declaration is hereby amended as follows:

1. Condominium Property. Exhibit A to the Declaration is hereby amended to add the property described on Exhibit A-1 attached hereto.

2. Number of Units. The third sentence of Section 3 of the Declaration is hereby amended by changing "11" to "29" and "34" to "88".

3. Addresses. Section 2C of the Declaration is hereby revised to add the following additional addresses:

C. Address

1709 Woodland Way, Slinger, WI	Unit 403-3, Building 403
1707 Woodland Way, Slinger, WI	Unit 403-1, Building 403
1705 Woodland Way, Slinger, WI	Unit 403-2, Building 403
1701 Woodland Way, Slinger, WI	Unit 403-4, Building 403
1729 Woodland Way, Slinger, WI	Unit 404-3, Building 404
1727 Woodland Way, Slinger, WI	Unit 404-1, Building 404
1725 Woodland Way, Slinger, WI	Unit 404-2, Building 404
1721 Woodland Way, Slinger, WI	Unit 404-4, Building 404
451 Cedar Court, Slinger, WI	Unit 405-3, Building 405
455 Cedar Court, Slinger, WI	Unit 405-1, Building 405
457 Cedar Court, Slinger, WI	Unit 405-2, Building 405
459 Cedar Court, Slinger, WI	Unit 405-4, Building 405
481 Cedar Court, Slinger, WI	Unit 406-3, Building 406
485 Cedar Court, Slinger, WI	Unit 406-1, Building 406
487 Cedar Court, Slinger, WI	Unit 406-2, Building 406
489 Cedar Court, Slinger, WI	Unit 406-4, Building 406
498 Cedar Court, Slinger, WI	Unit 407-3, Building 407
496 Cedar Court, Slinger, WI	Unit 407-1, Building 407
492 Cedar Court, Slinger, WI	Unit 407-2, Building 407
490 Cedar Court, Slinger, WI	Unit 407-4, Building 407

488 Cedar Court, Slinger, WI	Unit 408-3, Building 408
486 Cedar Court, Slinger, WI	Unit 408-1, Building 408
482 Cedar Court, Slinger, WI	Unit 408-2, Building 408
480 Cedar Court, Slinger, WI	Unit 408-4, Building 408
468 Cedar Court, Slinger, WI	Unit 409-3, Building 409
466 Cedar Court, Slinger, WI	Unit 409-1, Building 409
462 Cedar Court, Slinger, WI	Unit 409-2, Building 409
460 Cedar Court, Slinger, WI	Unit 409-4, Building 409
458 Cedar Court, Slinger, WI	Unit 410-3, Building 410
456 Cedar Court, Slinger, WI	Unit 410-1, Building 410
452 Cedar Court, Slinger, WI	Unit 410-2, Building 410
450 Cedar Court, Slinger, WI	Unit 410-4, Building 410
1799 Woodland Way, Slinger, WI	Unit 428-3, Building 428
1797 Woodland Way, Slinger, WI	Unit 428-1, Building 428
1795 Woodland Way, Slinger, WI	Unit 428-2, Building 428
1791 Woodland Way, Slinger, WI	Unit 428-4, Building 428
1720 Cedar Ridge Drive, Slinger, WI	Unit 206-1, Building 206
1724 Cedar Ridge Drive, Slinger, WI	Unit 206-2, Building 206
1740 Cedar Ridge Drive, Slinger, WI	Unit 207-1, Building 207
1744 Cedar Ridge Drive, Slinger, WI	Unit 207-2, Building 207
1750 Cedar Ridge Drive, Slinger, WI	Unit 208-1, Building 208
1754 Cedar Ridge Drive, Slinger, WI	Unit 208-2, Building 208
1760 Cedar Ridge Drive, Slinger, WI	Unit 209-1, Building 209
1764 Cedar Ridge Drive, Slinger, WI	Unit 209-2, Building 209
1780 Cedar Ridge Drive, Slinger, WI	Unit 210-1, Building 210
1784 Cedar Ridge Drive, Slinger, WI	Unit 210-2, Building 210
1790 Cedar Ridge Drive, Slinger, WI	Unit 211-1, Building 211
1794 Cedar Ridge Drive, Slinger, WI	Unit 211-2, Building 211
1721 Cedar Ridge Drive, Slinger, WI	Unit 218-1, Building 218
1725 Cedar Ridge Drive, Slinger, WI	Unit 218-2, Building 218
1760 Woodland Way, Slinger, WI	Unit 219-1, Building 219

1764 Woodland Way, Slinger, WI	Unit 219-2, Building 219
1780 Woodland Way, Slinger, WI	Unit 220-1, Building 220
1784 Woodland Way, Slinger, WI	Unit 220-2, Building 220

4. Effect of Amendment. Except as expressly amended hereby the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, this Third Amendment has been executed as of the date first set forth above.

VERRADA DEVELOPMENT, LLC,
a Wisconsin limited liability company
By: _____
David Cull, Member

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 1st day of August, 2005, David Cull, to me known to be the person who executed the foregoing instrument as a Member of Verrada Development, LLC and acknowledges that he has executed the foregoing instrument in such capacity on behalf of the limited liability company.

LINDA S. RUSZKIEWICZ NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin,
Waukesha County
My Commission: ~~is permanent~~ Expires 6-28-2009