CONDOMINIUM DECLARATION

THE SETTLEMENT OF ROCHESTER CONDOMINIUM
VILLAGE OF ROCHESTER
RACINE COUNTY, WISCONSIN

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JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $69.00

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2	176-03-19-11-400-020
3	176-03-19-11-400-030
4	176-03-19-11-400-040
5	176-03-19-11-400-050
6	176-03-19-11-400-060
7	176-03-19-11-400-070
8	176-03-19-11-400-080
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CONDOMINIUM DECLARATION
FOR
THE SETTLEMENT OF ROCHESTER CONDOMINIUM

THIS DECLARATION is made pursuant to The Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act"), by The Settlement of Rochester, LLC, a Wisconsin Limited Liability Company, hereinafter "Declarant".

1. STATEMENT OF DECLARATION.

Declarant, as the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements constructed or to be constructed thereon (hereinafter referred to as "The Property") hereby submits and subjects said property to the condominium form of ownership pursuant to the Act and this Declaration, 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 of the Act. All provisions hereof shall be deemed to run with the land and constitute benefits and burdens of the Declarant, its successors and assigns, and all parties hereafter having any interest in the property.

2. NAME.

The real estate subject to this Declaration and all buildings and improvements thereon shall be known as THE SETTLEMENT OF ROCHESTER CONDOMINIUM.

3. LEGAL DESCI1PTION.

The real estate which is hereby submitted and subjected to the provisions of the Act is legally described as set forth on Exhibit A attached hereto and incorporated herein.

4. DEFINITIONS.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "**ASSOCIATION**" shall mean and refer to The Settlement of Rochester Condominium Association, Inc., a corporation formed under the

Non-Stock Corporation Statute, Chapter 181, Wis. Stats, its successors and assigns.

(b) "**OWNER**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, or the holder of an equitable interest as a Land Contract Vendee, but excluding those having such interest merely as security for the performance of an obligation.

(c) "**UNIT**" shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located in one or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the recorded Condominium Plat, excluding the land underneath same.

(d) "**UNIT NUMBER**" shall mean the number identifying a Unit.

(e) "**COMMON ELEMENTS**" shall mean all of the condominium, except the Units and except any structures or improvements owned by any public utility or by any governmental agency or entity.

(f) "**LIMITED COMMON ELEMENTS**" shall mean those Common Elements identified in this Declaration or on the Condominium Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(g) "**DECLARANT**" shall mean and refer to The Settlement of Rochester, LLC and those successors and assigns of Declarant's rights. The Declarant may also be referred to as a Developer.

(h) "**MORTGAGE**" shall mean any recorded Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

(i) "**MORTGAGEE**" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgagee or such land contract.

(j) "**MAJORITY**" shall mean the Condominium Unit Owners with more than fifty percent *(50%)* of the votes assigned to the Units in this Declaration.

(k) **"PERSON"** shall mean an individual, corporation, partnership, association, trust, Limited Liability Company or other legal entity.

5. BUILDINGS AND UNITS

5.1 BUILDING AND UNIT IDENTIFICATION. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Condominium. Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. The street addresses of the Units are set forth on the attached Exhibit C

5.2 UNIT BOUNDARIES. The vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.

All windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors, shall be considered a part of the Unit. All attic space accessible exclusively from one Unit shall be considered part of that Unit. All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. All plaster, drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, and similar interior finishing and decorating shall be considered part of the Unit.

The garage for each Unit shall be considered to be part of the Unit. Garages shall not be conveyed separately from Units. All conveyances of Units shall be deemed to include the conveyance of the garage included in such Unit whether or not the garage is specifically set forth in the document of conveyance.

6. DESCRIPTION, LOCATION, AND TYPE OF BUILDINGS

The buildings on the real estate described in Section 3 above are planned to be not more than two stories in height, with not more than two (2) Units per building, constructed principally of wood and use of masonry and concrete, with such exterior siding and trim materials as Declarant may determine in Declarant's sole discretion, and, when built, will contain a total of twelve (12) residential condominium Units in six (6) buildings. The buildings will be located on the real estate as indicated in the Condominium Plat. It is the intent of the Declarant to build the residential condominium Units in stages. Declarant has reserved expansion rights to expand the Condominium up to a maximum of eighty-six (86) Units. The buildings in the Expansion Area may contain up to two (2) Units per building.

Declarant reserves the right to change, in conjunction with the initial construction, and without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the buildings, Units and Common and

Limited Common Elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and Units, and subject to the following:

(a) Notwithstanding the above, Declarant reserves the right to change the number, size and dimension of the buildings in which condominium Units are to be constructed as presently shown on the Condominium Plat, to larger or smaller Residential building sizes, at its sole discretion, providing no building shall be constructed with more than two (2) Units.

(b) Declarant reserves the right to increase or decrease the square footage of any Unit and/or any Limited Common Element, and/or any building, including but not limited to the right to increase or decrease the square footage of land area occupied by any or all buildings.

(c) Such changes in the size of a building, the number of buildings, the number of Units in a building, and/or the size of any Units shall not increase the total number of Units (i.e. eighty-six (86)), including Units which may be added in the Expansion Area pursuant to Section 16 of this Declaration) to be built within this condominium development.

(d) In the event of any changes, the Declarant shall record, from time to time, an Addendum to the Plat of this condominium development showing the changes, including location, size and dimensions of said buildings with the appropriate designations thereof.

7. COMMON ELEMENTS AND FACILITIES.

7.1 Description. The Common Elements and facilities shall consist of all of The Settlement of Rochester Condominium, including improvements and appurtenances, except the individual Units and fixtures therein, as defined hereunder and shall include, without limitation, the land on which the buildings are located, the buildings' exteriors, including garage exteriors, perimeter and bearing walls, surface parking, building roofs, foundations, common pipes, ducts, electrical wiring and conduits, common utility services, water wells, pumps and wiring to same, water well pressure tanks, water lines up to the first shut-off valve within the Unit being serviced by such line that shuts off only the water servicing that Unit, public utility lines (except those owned by the applicable utility), outside walls, beams and supports, and the walks, driveways, and landscaping comprising the condominium property.

7.2 Owner's Right to Ingress and Egress and Easement of Enjoyment. Each owner shall have the right to ingress and egress over, upon and across the Common area necessary for access to his Unit and a right of enjoyment in and to the Common areas (except

those designated as Limited Common Elements, the use of which are limited to one or more, but less than all, of the Unit owners).

7.3 **Easements** Each Unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls of his Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between walls may be necessary for such uses, provided that the Unit owner shall do nothing to impair the structural integrity of any of the buildings, and provided further that the Common Elements and facilities be restored to their former condition by the Unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of. the Unit owners and the Association for the access to, installation, maintenance, repair and replacement of utility services located in, under and/or on any part of the Common Elements or other Units, including hut not limited to well and water supply lines located within and/or underneath a unit, and water supply equipment located within or underneath a unit which services another unit. To the extent any utility lines, water supply lines and/or water supply equipment are located under a Unit, the easements granted and declared herein include, but are not limited to, easements within such Unit for access, installation, maintenance, repair and replacement of such utility lines, water supply lines and equipment.

8. LIMITED COMMON ELEMENTS.

8.1 **Description**. The Limited Common Elements and facilities are those areas designated as Limited Common Elements on the Condominium Plat, and all portions of any porches, patios, decks, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Condominium Plat. The exclusive use of Limited Common Elements shall be reserved to the owner or occupant for the Unit to which they are appurtenant, to the exclusion of all other Units and Unit owners in the condominium. That portion of any driveway or walkway which services more than one, but less than all, of the Units is hereby deemed a Limited Common Element appurtenant to the Units serviced thereby.

8.2 **Patios, Decks and Porches.** All patios, decks and porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens, are Limited Common Elements appurtenant to the Unit to which same are attached. The Unit Owner, providing prior written approval is obtained from the Association as provided for elsewhere in this Declaration, and the Developer at the time of initial construction without obtaining Association approval, shall have the right to expand each deck by the lesser of: (a) up to five feet *(5')* in each direction from the deck area shown on the Plat; (b) the maximum expansion allowed by applicable set-back, zoning, building code or other governmental requirements; or (c) if the extension extends into a side yard or rear yard area of a neighboring building, the maximum expansion which would allowed by applicable set-back, zoning, building code or other governmental requirements assuming the deck on the neighboring Unit were expanded to the same size, Except for such maintenance as may be assumed by the Association, the Unit owner shall be solely responsible for all costs of maintaining and repairing all patios, decks and porches appurtenant to such Unit, including

any roof or awning covering same, and including any windows or screens enclosing same. The Unit owner shall maintain same in a first class condition at all times.

8.3 Use. The manner of use of the Limited Common Elements shall be governed by the Act, this Declaration, the By-laws of the Association, and such rules and regulations as may be established by the Association, and no Unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any limited Common Element or permit such, in any manner contrary to the Act, this Declaration the By-Laws and/or the rules and regulations. No major or structural changes or alternations shall be made by any Unit owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given or denied upon such terms and conditions as the Association deems appropriate.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit owner shall own an undivided interest in the Common Elements and facilities and Limited Common Elements as a tenant in Common with all other Unit owners and, except as otherwise limited by the Act, this Declaration, the By-laws of the Association, and such rules and regulations as may be established by the Association, shall have the right to use and occupy the Common Elements and facilities and Limited Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his Unit.

Each Unit's fractional share of ownership in the Common Elements shall be one twelfth (1/12th). This fractional share is subject to change pursuant to Section 16 of this Declaration.

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All Unit owners shall be entitled and required to be a member of an association of Unit owners known as The Settlement of Rochester Condominium Association, Inc. (herein "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and facilities and Limited Common Elements. Such Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of the Act, this Declaration and the By-Laws and rules and regulations of the Association including the sharing of common expenses as described therein.

10.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall there be more than one vote cast with respect to any Unit. There can be no split vote. If only one of multiple owners of a Unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that Unit on any issue without protest being made promptly by

any of the other owners of such Unit to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple owners prior to the vote being completed, said Unit shall not be entitled to cast a vote on that issue.

The respective rights, qualifications and obligations of the members may be further set forth in the Articles of Incorporation and the By-Laws of the Association.

10.3 Control. Notwithstanding any other provisions herein contained, and to the extent not prohibited by applicable law, Declarant, its successors and assigns, shall be entitled to one vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Declarant shall have sufficient votes to constitute a majority of votes until all of its Units are sold, including but not limited to any and all Units, built or unbuilt, not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration; provided, further, that Declarant's control shall cease ten (10) years after the first Unit is conveyed by Declarant to any person other than Declarant, or thirty days after the conveyance of seventy-five percent of the Common Element interest to purchasers, (determined by including the Common Element interest appertaining to any and all Units not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration), whichever time is earlier. Each owner of a condominium Unit in The Settlement of Rochester Condominium shall be deemed, by acceptance of any deed to any Unit, to agree, approve and consent to the right of Declarant to so control the Association. The foregoing provision for Declarant control shall not apply to the election of those directors required to be elected by Unit owners other than the Declarant pursuant to Wisconsin Statutes sec. 703.15 (2)(d).

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

11. RESIDENTIAL PURPOSE.

The buildings and the Units contained therein, and the Common and Limited Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and rules and regulations of the Association. Notwithstanding the foregoing, until such time as the Declarant has sold all of its Units in the condominium, the Declarant shall have the right to use any or all unsold Units, and any portion of the Common Elements as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The use of Units and Common and Limited Common Elements is further subject to the following:

(a) Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed on an Owner. If

a Unit is leased or rented, the Owner of such unit shall notify the Association of the tenant's or tenants name or names and telephone number, and such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached. Within five (5) business days after entering into or renewing a written condominium rental agreement, the Unit owner shall provide a copy of the agreement to the Association. The Association shall keep a copy of any condominium rental agreement on file while the agreement is in effect. Before a tenant occupies a Unit, the Unit owner shall provide a copy of the declaration and the Association bylaws and rules to the tenant or place the information in the Unit. Any such lease shall not relieve a Unit owner from any obligation imposed by the Act, this Declaration, the By-Laws or Articles of Incorporation of the Association, and/or rules and regulations adopted pursuant thereto, including but not limited to the duty to pay common expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or rules and regulations of the Association.

(b) Except for those permitted tenants listed below, no rental agreement shall allow a tenant to occupy a Unit for more than 6 months. The 6 month maximum is a condition required by the Village of Rochester. In the event this condition is modified, waived or rescinded by the Village, in whole or in part, this Declaration shall be deemed modified such that this Declaration shall not be construed as prohibiting a longer lease term if allowed by the Village. The Association shall, however, have the right to adopt, by its Bylaws and/or by its Rules and Regulations, restrictions on lease terms that are more restrictive than those then in effect by the Village. The 6 month maximum set forth in this subsection shall not apply to the following permitted tenants:

i. A tenant who has an ownership interest in the Unit.

ii. A tenant who is a settlor, beneficiary or trustee of a trust owning a Unit.

iii. A tenant who is an officer, director, shareholder, manager, employee, member or partner of an entity owing a Unit.

iv. A tenant who is related, by blood, marriage or adoption, to an Owner of the Unit or to a person who is a permitted tenant per subsections i, ii and/or iii above.

v. A tenant who occupies the Unit with an Owner or with a person who is a permitted tenant per subsections i, ii, iii and/or iv above.

(c) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than thirty (30) days; or (ii) any rental

if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit owner shall be responsible for keeping the interior of his Unit, all of its equipment, fixtures and appurtenances, and all patios, decks and porches, in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his/her Unit, and all patios, decks and porches, all as may be more fully set forth in the By-Laws and/or rules and regulations of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, or other equipment which may be in. or connected with, the Unit or the Limited Common Elements appurtenant to the Unit.

12.2 Common Elements and Facilities. Except as otherwise set forth herein, the Association shall be responsible for the management and control of the Common Elements and facilities and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair and maintenance of the buildings and exterior walls and roofs, parking, upkeep and maintenance of private roadways, water wells, pressure tanks and associated equipment, water, sanitary and storm sewer mains and laterals, walks, drives and landscaping. The electricity to power well pumps is a common expense. All expenses of the Association, except as otherwise set forth in this Declaration and/or the By-Laws, shall be charged to the Unit owners as a common expense.

12.3 Limited Common Elements. Each Unit owner shall keep the Limited Common Elements appurtenant to his Unit, as defined in Section 8 hereto and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition.

12.4 Prohibition Against Structural Changes by Owner. A Unit owner shall not, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the building in which his Unit is located or any Common or Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the owner(s) of other Unit(s). A Unit owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.

12.5 Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners, except in the case of an emergency when injury, property damage or loss of utility service or water supply are likely to result or continue from delayed entry, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units at the discretion of the Board of Directors.

12.6 Decorating. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non- structural nature within his Unit.

12.7 Delegation of the Maintenance of Common Elements. Notwithstanding any other provision of this Declaration, the Association is hereby expressly granted the power to delegate to Unit owners some or all of the routine maintenance of Common Elements and/or Limited Common Elements, and the expense of repair and/or replacement occasioned by the failure of the Unit owner to properly maintain same shall be the responsibility of the Unit owner. The delegation of maintenance responsibilities shall be set forth in the By-Laws. The Association, at its option, may establish specific maintenance requirements for said delegated maintenance responsibilities in its Rules and Regulations.

12.8 Assumption by Association of Unit Maintenance. The Association may, by resolution adopted by the affirmative vote of the majority of all members (not merely the majority vote of the members present at a meeting at which a quorum is present) authorize the Association to assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of the Units (such as windows, window frames, exterior doors, garage doors, porches, decks, etc.) which affect the exterior appearance of Units in The Settlement of Rochester Condominium, and to charge the expenses for same as a common expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of the majority of all members, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair.

12.9 Well Pumps. Wells and well pumps are common elements, and the electricity to power well pumps is a common expense. The electricity connection itself is made through the electric service for one Unit in each building (the Unit closest to the well). The Unit Owner shall be responsible maintaining the electric service in effect and for paying the actual bill. The Association shall reimburse the Unit Owner on a periodic basis, but not less than quarterly, for the estimated cost of the electric usage for the well pump, or if separately metered by a sub-meter, for the actual electric usage. The usage estimate shall be determined by the electric utility, or by an electrician or engineer hired by the Association. The Association, at its option and expense, shall have the right to have sub-meters installed so

as to determine actual electric usage for each well pump. A Unit Owner whose electric is used to power the pump shall have the right to have a sub-meter installed at such Unit Owner's expense. If the Association later installs sub-meters for the rest of the Units, the Association shall reimburse the Unit Owners that installed their own sub-meters for the cost. If a sub-meter is installed, the Association shall reimburse the Unit Owner for the actual cost of electric usage for the well pump plus the monthly cost, if any, for itemized billing and/or meter rental for the sub-meter.

12.10 Pressure Tanks. Pressure tanks for the water supply system are a common element. There is one pressure tank for each building, located in the Unit closest to the well serving that building. The Association has a right of access through the Unit for the purpose of maintenance, repair and/or replacement of the pressure tank.

13. DESTRUCTION AND RECONSTRUCTION.

13.1 Repair and Reconstruction. In the event of a partial or total destruction of the Common Elements, they shall, subject to the provisions of Section 13.2 below, be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five percent *(5%)* from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

13.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a common expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent *(75%)* of the votes. In the event 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 interests in each Unit.

14. INSURANCE.

The Association shall provide and maintain insurance for the property against loss or damage by fire and such other hazards for not less than the full replacement value of the property insured and a liability policy covering all claims commonly insured against. Insurance coverage shall be written on the property in the name of the Association as Trustee for each of the Unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of

conduct of any one or more Unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

The insurance shall afford 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.

In the event of partial or total destruction of the building or other Common Elements and the repair or reconstruction of the same in accordance with the Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If insurance coverage is available to combine protection for the Association and the Unit owners' individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of insurance protection. Nothing contained in this paragraph shall be deemed to prohibit any Unit owner, at his own expense, from obtaining any additional insurance coverage on his improvements or on his Unit.

The Association shall also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary, or advisable from time to time.

All premiums for Association insurance and other insurance obtained by the Association shall be a common expense of the condominium, except that any increase in the rating or premium charge for any such insurance caused by the character of any Unit, and/or by the character of use of any Unit shall be an expense solely for such Unit owner. A complete insurance appraisal of each building on the condominium shall be made at least once every three (3) years. Unless otherwise required by applicable law, the insurance appraisal may be dispensed with if the insurance policy includes guaranteed replacement cost coverage.

15. COVENANT FOR ASSESSMENTS.

15.1 Agreement to Pay Assessment. Developer for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

15.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such other purposes as are permitted by the terms of this Declaration.

15.3 Annual Assessments. The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment. The budget shall be adopted and distributed to all Unit owners on an annual basis, and shall include all information required by the Act at the time of adoption of the budget (as of the date of execution of this Declaration, said provisions are set forth in Wisconsin Statutes Section 703.161)

15.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special assessments or enforcement of the provisions of the Declaration; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members affected who are voting in person or by proxy at a meeting duly called for this purpose: and provided ffirther, however, that as long as Declarant owns any unsold Unit (including but not limited to any and all Units, built or unbuilt, not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration), rio such special assessment shall be enacted for the acquisition or construction of any new capital improvement, or for the acquisition of any personal property for common use, unless such special assessment is consented to, in writing, by Declarant. Written notice of any meeting called for the purpose of taking any action authorized under this Section *15.4* shall be sent to all affected members in the manner prescribed by the By-Laws, and to any mortgagee who shall request such notice in writing, not less than ten (10) days or more than sixty (60) days in advance of the meeting. The Declarant shall not be entitled to utilize the provisions of this Section *15.4* so as to cause a Special Assessment to be levied for the purpose of assessing Unit owners for the cost of Declarant's initial Common Element improvements.

15.5 Special Assessments Against a Particular Unit. Special assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any Limited Common Elements;

(e) Interest due on General and Special Assessments;

(f) Forfeitures and other penalties as provided for in the By-Laws andJor Rules and Regulations levied by the Board for violations of the Condominium Documents by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

(g) Costs and expenses incurred by the Association for the maintenance, repair and/or replacement of Common Elements and facilities resulting from the failure of a Unit owner to perform delegated maintenance.

(h) Sums due the Association pursuant to Sec. 8.2 and/or Sec. 20.1 of this Declaration.

(h) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

15.6 Working Capital. Each purchaser of a Unit from Declarant or its successors or assigns shall pay to the Association, at time of conveyance of the Unit, for working capital purposes, a sum equal to Three Hundred Dollars ($300.00) or one- sixth (1/6th) of the annual assessment, whichever is greater. As long as Developer is in control of the Association, Developer shall not use any of said working capital funds to defray Developers expenses or construction costs. The working capital contribution applies only to a sale to an initial purchaser, and shall not be collected upon any subsequent transfer or sale of a Unit.

15.7 Uniform Rate of Assessment. Both annual and Special Assessments must be fixed at a uniform rate for all Units subject to assessment; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section *15.5* above.

15.8 Date of Commencement of Assessments. The annual assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the date of the conveyance of the such Unit by the Declarant, or on the first day of the actual occupancy of such Unit for residential purposes, whichever occurs first, provided, however, that with respect to any Unit conveyed by Declarant prior to the issuance of an Occupancy Permit for such Unit, the monthly installments for such Unit shall commence on the date of the issuance of an Occupancy Permit (temporary or final) for such Unit, or the first day of the actual occupancy of such Unit for residential purposes, whichever occurs first. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the

calendar year. Partial months shall be prorated on a daily basis. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

15.9 Declarant's Obligation for Common Expenses during Period of Declarant Control. As set forth in Sec. 703.16 (2)(b), Wis. Stats, during the period of Declarant control of the Association under Sec. 703.15 (2)(c), Wis. Stats., if any unit owned by the Declarant is exempt from assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based upon the anticipated common expenses set forth in the annual budget under Sec. 703.161 (2)(a), Wis. Stats: The Declarant is liable for the balance of the actual common expenses.

15.10 Lien for Assessments. All sums assessed to any Unit pursuant to this Section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

(b) A Lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in the Racine County, Wisconsin, Real Estate Records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Mechanics liens filed prior to the making of the assessment;

(d) All sums unpaid on any mortgage loan made pursuant to Section *45.80* Wis. Stats.; and

(e) A lien under Section 292.31 (8)(i) or 292.81, Wis. Stats. All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare and file a written notice of lien in any manner allowed by law at the time of filing of the lien. No notice of lien shall be filed until there is a delinquency in payment of the assessment. Such lien may be foreclosed or otherwise enforced in any manner permitted by law at the time of enforcement. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled t recover all costs and expenses of filing the notice of lien, and all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. All such costs and expenses shall be secured by the Lien. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of

foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium documents which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

15.11 Effect of Non-payment; Remedies. Any assessment not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid.) All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against any or all past or present Unit Owners, occupants and tenants personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without waiving the lien securing the same. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may, at the option of the Association, be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, may, at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the applicable Unit Owners responsible for payment (past or present), jointly and severally, all costs and expenses of collection, including but not limited to reasonable Attorney's fees.

15.12 Sale or Conveyance. The Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage

or other lien having priority as set forth above shall extinguish the lien of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relieve such Unit from liability for any assessments which thereafter become due or from the lien thereof.

15.13 Prohibited Voting. A Unit Owner shall be prohibited from voting as a meeting of the Association if the Association has recorded a statement of condominium lien on the person's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

15.14 Statutory Reserve Account. The Declarant elects not to establish a Statutory Reserve Account at the time of creation of this condominium. Pursuant to the provisions of sec. 703.163 (4), Wis. Stats., the issue of a Statutory Reserve Account shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of the period of Declarant control.

16. EXPANDING CONDOMINIUM

16.1 Annexation of Condominium Property. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium by annexing to the plan of Condominium Ownership which is the subject of this Declaration, in one or more stages, at any time prior to the expiration of ten (10) years after the date of the recording of this Declaration, all or any portion of the real property which is described in the attached Exhibit B. The real property which is subject to annexation is designated as "EXPANSION REAL ESTATE" on the Condominium Plat. The general outlines and locations of the buildings and Units which may be constructed thereon are shown on said Plat.

16.2 Restrictions and Conditions Applicable to Annexed Property. The maximum number of Units which may be added as a result of the annexation of the real property described in Exhibit B is seventy-four (74) Units, for a maximum total of eighty-six (86) Units. The Units added, and their owners, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws.

16.3 Change in Fractional or Percentage Interest. In the event of the addition of Unit(s) pursuant to an annexation as set forth above, the fractional or percentage Common Element interest, the fractional interest for voting purposes, the liabilities for common expenses and the rights to common surpluses appurtenant to each Unit following the addition of such property to the Condominium shall be that fraction using the number 1 as the numerator and using the total number of Units subject to this Declaration, including the Unit(s) added pursuant to such annexation and all prior annexations, as the denominator.

16.4 Voting Rights. Following the addition of Unit(s) pursuant to annexation, the number of votes appurtenant to each Unit subject to this Declaration, including the added Unit(s), shall be one (1).

16.5 Procedures for Annexation. The right of annexation created and reserved herein to Declarant, its successors and assigns shall be exercised by recording one or more Amendments to this Declaration and one or more Addendums to the Condominium Plat in the manner and form required by Wisconsin Statutes Sec. 703.26. By acceptance of a deed of conveyance of a Unit from the Declarant, the grantee of such Unit and each assignee or successor in title to such Unit shall, in the event of annexation as aforesaid, be deemed to consent and agree to the adjustment in the fractional or percentage of undivided interest in the Common Elements, the liabilities for common expenses and the rights to common surpluses, and to the adjustment of the total number of votes, and Declarant, its successors and assigns, shall have, in the event of such annexation, the right, power and authority to execute, deliver and record in the office of the Register of Deeds for Racine County, Wisconsin, on its own behalf, and on behalf of the grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the percentage or fractional undivided interest in the Common Elements, the liabilities for common expenses and the rights to common surpluses, and the total number of votes in the Association. Any and all annexation amendments to this Declaration may be executed by the Developer, and/or its successors and assigns, alone, and shall not be subject to the provisions of Section *25.6* of this Declaration.

16.6 Consent of Unit Owners and Power of Attorney. Each Owner of a Condominium Unit shall be deemed by acceptance of a deed to any Unit to agree, approve and consent to the aforesaid annexation, or series of annexations, or to any part thereof, and the aforesaid adjustment in and to the percentages of the undivided interest in the Common and Limited Common Elements and facilities pertaining to each Unit and its owner, and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in the stead of such Unit Owner with respect to the aforesaid annexation(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this section. Nothing contained herein shall be deemed to place any obligation whatsoever on the Declarant, its successors and assigns, with respect to accomplishment of any annexation of the aforesaid property, or construction of any Condominium Units thereon, nor shall anything contained herein be deemed to grant or create a right to Unit Owners under this Declaration with respect to such annexation or construction of Units. The condominium, if and when expanded to eighty-six (86) Units, may or may not include all of the land described in Exhibit B.

17. PARTITION OF COMMON ELEMENTS PROHIBITED. There shall be no partition of the Common Elements and facilities and Limited Common Elements through judicial proceeds or otherwise, except as otherwise provided in the Act or this Declaration, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a

voluntary or judicial partition (by sale, but not in kind) of said single Unit as between such co-owners. No Unit may be subdivided or separated.

18. CONVEYANCE TO CLUDE TEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

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

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 Utilities. Easements may hereafter be declared and granted for the benefit of the Unit owners by the Declarant, as long as Declarant owns any unsold Unit (including but not limited to an and all Units, built or unbuilt, not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration), and thereafter by the Association, for utility purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television wires and equipment, electrical and/or fiber optic conduits, wires and equipment, including power transformers, and such other utility service lines which may exist now or in the future, over, under, along and on any part of the Common Elements and Limited Common Elements and facilities to service the condominium property. Easements for the benefit of Unit Owners are hereby declared and granted, for utility purposes, for all utility service lines now existing or hereafter installed by or with the consent of Declarant over, under, along and on any part of the Common Elements and Limited Common Elements and facilities. The provisions of this section shall not be construed any form of restriction or limitation on the powers (conditional or otherwise) of the Association as enumerated in Sec. *703.15(3)* of the Wisconsin Statutes.

19.2 **Encroachments.** In the event that by reason of the construction, reconstruction, settlement, or shifting of any of the buildings or the design or construction of any Unit, any part of the Common Elements and facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid. Easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for an encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or facilities, or Limited

Common Elements, if such encroachment occurred due to the willful and knowing conduct or acquiescence of said owner or owners.

19.3 Binding Effect. All easements and rights described in this Section 19 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 19.

20. ARCHITECTURAL CONTROL.

20.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained except such as are installed or approved by the Developer in connection with the initial construction of the building, until the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost, proposed impact on the appearance of the condominium, and a statement identifying the project contractor shall have been submitted to and approved in writing by the Board of Directors of the Association. Approval may be granted or denied at the discretion of the Board. Approval is further subject to compliance with the provisions of Sec. 703.13 *(5m)* of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approved, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board nor its designee(s) representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a special assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the owner(s) of such Unit, for obtaining any required approvals from the Village of Rochester and/or Racine County and/or the State of Wisconsin. The owner(s) of such Unit ('jointly and severally) shall further indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval.

20.2 Developer Control. During the period of Developer Control, Developer shall have the exclusive right to act as the representative of the Board for Architectural Control purposes.

20.3 Antennae. No exterior antennae, other than one dish antenna not exceeding 36 inches in diameter per Unit, shall be placed on any building without the approval of the Board or its designee, which approval may be permitted or denied at the sole discretion of the Board or its designee. No satellite dishes exceeding 36 inches in diameter shall be allowed on the property, either on a temporary or permanent basis, at any time. With respect to dish antennas not exceeding 36 inches in diameter, no more than one shall be allowed for any Unit, same shall not be attached to the front of any building, and same shall not be located in the front yard of any building. The Unit owner shall be responsible for any damage to the building and/or contents resulting, in any way, from the existence of such antenna.

21. MORTGAGEE RIGHTS.

21.1 Right to Notice. The holder of any first mortgage or land contract upon a Unit in The Settlement of Rochester Condominium ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident agent as specified herein, shall be entitled to receive notice from the Association of the following matters:

(a) Written notice as to any default or delinquency in the performance by the individual Unit owner who is the Mortgagee's mortgagor as to any obligation under the Condominium documents, which default or delinquency is not cured within 60 days after written notice of said default or delinquency by the Association to the said mortgagor;

(b) Written notice of the call of any meeting of the membership of the Association to be held for the purpose of considering any proposed Amendment to the Declaration, the Articles of Incorporation of the Association, or by the By-Laws of the Association.

(c) Written notice of any damage or destruction to the Common Elements of the Condominium, including the buildings, fixtures and equipment which are a part of the Common Elements, which is in an aggregate amount exceeding $10,000.00, at such time as such damage or destruction is known to the Board of Directors.

22. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.

Unit owners in The Settlement of Rochester Condominium may, subject to the approval of the Board of Directors of the Association, reallocate Unit boundaries between adjoining Units, merge two adjoining Units into one Unit and/or separate a previously merged Unit into the number of Units which originally existed, upon compliance with the applicable provisions of the Act. The Board may approve or deny such request in its sole discretion, and may condition any approval upon compliance with such conditions as it may determine to be reasonable and appropriate.

23. ACCESS AND STORM WATER EASEMENTS

23.1 Definition of "Easement Area". The term "Easement Area" is hereby defined, for purposes of this Section 23, as all, of the following: the lands described as "Legal Description of Easement Area" in the document entitled "Access and Storm Sewer Easement" recorded in the Office of the Register of Deeds for Racine County, Wisconsin on February 8, 2005, as Document No. 2014573, as amended by "Affidavit of Correction" dated October 3, 2005 and recorded in the Office of the Register of Deeds for Racine County, Wisconsin on October 4, *2005,* as Document No. 2052206, and any and all future amendments and/or corrections thereto; the lands described as "Public Ingress & Egress Easement" on Certified Survey Map No. 2678, Racine County, Wisconsin, and any and all future amendments and/or corrections thereto; and any and all additional access and/or storm water easement areas shown and/or described on any Addendum to the Condominium Plat and/or Amendment to Condominium Declaration for The Settlement of Rochester Condominium. The lands described in the above referenced "Access and Storm Sewer Easement" and the above referenced "Public Ingress & Egress Easement" as shown on Certified Survey Map No. 2678 are shown on the Condominium Plat.

23.2 Retention of Easement by Declarant. Declarant hereby retains a nonexclusive easement, for ingress and egress purposes, storm sewer purposes, and storm water retention, detention and drainage purposes for the use and benefit of all of the lands described on Exhibit B attached hereto, and such other lands as Declarant may determine in Declarant's sole discretion, in those lands presently included within The Settlement of Rochester Condominium (the property described on Exhibit A attached hereto), and the lands subsequently added to The Settlement of Rochester Condominium from the property described on Exhibit B attached hereto, which are part of the Easement Area.

23.3 Grant of Easement by Declarant. Declarant hereby grants to The Settlement of Rochester Condominium a non-exclusive easement, for ingress and egress purposes, storm sewer purposes, and storm water retention, detention and drainage purposes, for the use and benefit of the Condominium Association and all Units in the Condominium (including all Units presently existing and all Units hereafter added to the Condominium, in those portions of the Easement Area as are reasonably necessary for access to and from the Units and Common Elements in the Condominium and as are reasonably necessary for storm sewer purposes, and storm water retention, detention and drainage purposes.

23.4 **Maintenance Expenses.** Until such time as Declarant, and/or its successors and/or assigns, no longer has the right to add to the Condominium any remaining lands described on Exhibit B attached hereto, those maintenance costs applicable to Lot 1, Certified Survey Map No. 2678, Racine County, Wisconsin, which relate to those portion of the Easement . Area granted to the Association and the Condominium Units herein shall be the responsibility of The Settlement of Rochester Condominium Association. At such time as Declarant's rights to add said lands to the Condominium no longer exists, the maintenance costs applicable to Lot 1, Certified Survey Map No. 2678 for the entire Easement Area shall be shared on the basis of acreage between and among the Association and the owner(s) of that portion of the lands described on the attached Exhibit B. which have not been added to the Condominium.

24. EASEMENTS, RESTRICTIONS AND PARKING.

The Condominium property is part of Certified Survey Map No. 2678, recorded in the Office of the Register of Deeds for Racine County, Wisconsin, and is subject to the easements and restrictions set forth on that Certified Survey Map. The Condominium property is also part of the property that is subject to the rights, responsibilities, easements and restrictions set forth in the document entitled "Access and Storm Sewer Easement" recorded in the Office of the Register of Deeds for Racine County, Wisconsin on February 8, *2005*, as Document No. 2014573, the document entitled "Sanitary Sewer Easement" recorded in the Office of the Register of Deeds for Racine County, Wisconsin on February 8, 2005, as Document No. 2014572, and the document entitled "Declaration of Restrictions" recorded in the Office of the Register of Deeds for Racine County, Wisconsin on October 13, 2005, as Document No.2054026. The provisions of the foregoing documents include, but are not limited to: parking on the roadways serving the Condominium, and on other easement areas described in said documents, is prohibited; vehicles parked on the roadways and easement areas may be ticketed and towed by the Village of Rochester at the owner's expense; the Village of Rochester has a right of access over and across the easement areas for public safety and public service purposes; the owners of the property within the Certified Survey Map (including the Condominium property) are responsible for maintaining the access and storm water easement areas, including snow plowing, and the Boulevard Island at the entrance from County Hwy. I, and are subject to assessment by the Village in the event the owners fail to properly perform their maintenance obligations. In the event the Village waives, modifies or eliminates, in whole or in part, the parking restrictions referred to above, this Declaration shall, not be construed as prohibiting parking otherwise allowed by the Village. The Association shall, however, have the right to adopt, by its Bylaws and/or by its Rules and Regulations, parking restrictions (with such penalties as it deems appropriate) applicable to the roadways within the Condominium that are more restrictive than those then in effect by the Village.

25. GENERAL PROVISIONS.

25.1 **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

25.2 **Severability.** If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such

provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

25.3 **Termination.** This Declaration may be terminated only in the manner allowed by the Act as of the time of termination.

25.4 **Notices.** All notices and other documents required or permitted to be given by this Declaration or the By-Laws of the Association to a Unit Owner shall be sufficient if given to one (1) owner of a Unit regardless of the number of owners who have an interest therein. All owners shall provide the Association with an address for the mailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with the Association.

25.5 **Non-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 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.

25.6 **Amendments.** This Declaration may be amended in the manner allowed by law at the time of amendment; provided, however, that, as long as Declarant owns any unsold Unit (including but not limited to any and all Units, built or unbuilt, not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration) no Amendment to this Declaration shall be effective unless consented to in writing by Declarant. In no event shall the consent or signature of Unit owners or mortgagees be required for any Amendment pursuant to Section 16 of this Declaration.

25.7 **Registered Agent.** Richard L. Mueller, Jr. is hereby appointed by Declarant as the registered agent for the condominium. The address of said registered agent is: 15855 W. National Ave., New Berlin, WI 53151. The registered agent may be changed in accordance with any provision allowed by law in effect at the time of such change. As of the date of filing of this Declaration, the provisions regarding the qualification, designation and filing of the name and address of the registered agent are set forth in Sec. 703.23, Wis. Stats. As set forth in said statutory section, if the Association is incorporated, the registered agent for the association shall be the registered agent for the condominium.

25.8 **Assignment.** The rights and obligations of Declarant may be assigned in any manner allowed by law at the time of assignment.

25.9 **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.

EXHIBIT A
LEGAL DESCRLPTION OF THE SETI'LEMENT OF ROCHESTER CONT)OMINIUM
(PHASE I)

Legal Description of THE SETTLEMENT OF ROCHESTER

A PART OF LOT 1 OF CERTIFIED SURVEY MAP No. 2678, BEING ALL OF LOTS 1, 4 THRU 10 AND PART OF LOTS 2 & 3, BLOCK 29, PART OF LOTS 8 & 9, BLOCK 28, PART OF VACATED S. WASHINGTON STREET, PART OF VACATED E. FOX STREET, IN THE VILLAGE OF ROCHESTER AND LANDS, ALL LYING IN PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE VILLAGE OF ROCHESTER, RACINE COUNTY, WISCONSIN: BEING FURTHER DESCRIBED AS:

Commencing at the Center of Section 11, Town 3 North, Range 19 East, thence North 01°57'27" West, 823.87 feet to a point; thence North 64°32'13" West, 125.73 feet; thence North 64°31'55" West, 153.28 feet along the North line of County Highway 'J" to the point of beginning; thence continuing North 64°31'55" West along the North line of County Highway 'J", 221.68 feet; thence Northwesterly along the arc of a curve 458.91 feet, whose center is to the Northeast, which has a radius of 651.67 feet, and whose chord bears North 44°2 134' West, 449.49 feet; thence Northeasterly along the arc of a curve 139.91 feet, whose center is to the Southeast, which has a radius of 28 14.93 feet, and whose chord bears North 18°15'46" East, 139.90 feet; thence South 70°S5'24" East, 152.66 feet; thence Southwesterly 13.59 feet, whose center is to the East, which has a radius of 2662.27 feet and whose chord bears South 19°33'22" West, 13.59 feet; thence Southeasterly along the arc of a curve 115.71 feet, whose center is to the Northeast, which has a radius of 115.50 feet and whose chord bears South 09° 1'7'2 1" East, 110.93 feet; thence Southeasterly along the arc of a curve 231.19 feet, whose center is to the North, which has a radius of 499.01 feet and hose chord bears South 51°15'40" East, 229.13 feet; thence South 64°32'Ol" East, 192.46 feet; thence Southeasterly along the arc of a curve 16.26 feet, whose center is to the North, which has a radius of 315.50 feet and whose chord bears South 66°00'37" East, 16.26 feet; thence South 20°37'31" West, 153.63 feet to the place of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF EXMNSION REAL ESTATE

Legal Description of EXPANSION REAL ESTATE

A PART OF LOT 1 OF CERTIFIED SURVEY MAP No. 2678, BEING ALL OF LOTS 1, 4 THRU 10 AND PART OF LOTS 2 & 3, BLOCK 29, PART OF LOTS 8 & 9, BLOCK 28, PART OF VACATED S. WASHINGTON STREET, PART OF VACATED E. FOX STREET, IN THE VILLAGE OF ROCHESTER AND LANDS, ALL LYING IN PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE VILLAGE OF ROCHESTER, RACINE COUNTY, WISCONSIN. BEING FURTHER DESCRIBED AS:

Commencing at the North 1/4 Corner of Section 11, Town 3 North, Range 19 East; thence South 01°57'31" East, 313.90 feet to the point of beginning; thence North 87°59'59" East, 187.99 feet; thence South 01°57'32" East, 723.58 feet; thence South 15°51'07" West, 424.28 feet; thence Southwesterly along the arc of a curve 107.69 feet, whose center is to the Northwest, which has a radius of 500.00 feet and whose chord bears South 22°01'19" West, 107.48 feet; thence South 28°11'30' West, 251.13 feet; thence North 64°31'55" West, 153.28 feet; thence North 20°37'3 1" East, 153.63 feet; thence Northwesterly along the arc of curve 16.26 feet, whose center is to the Northeast, which has a radius of 315.50 feet and whose chord bears North 66°00'37" West, 16.26 feet; thence North 64°32'01" West, 192.46 feet; thence Northwesterly along the arc of a curve 231.19 feet, whose center is to the Northeast, which has a radius of 499.01 feet and whose chord bears North 51°15'40" West, 229.13 feet; thence Northwesterly along the arc of a curve 115.71 feet, whose center is to the Northeast, which has a radius of 115.50 feet and whose chord bears north 19°33'22" East, 13.59'; thence Northeasterly along the arc of a curve 13.59 feet, which has a radius of 2662.27 feet and whose center is to the East, which has a radius of 2662.27 feet and whose chord bears North 19°33'22" East, 13.59 feet; thence North 70°35'24" West, 152.66 feet; thence Northeasterly along the arc of a curve 862.33 feet, whose center is to the Southeast, which has a radius of 2814.93 feet and whose chord bears North 28°27'46" East, 858.97 feet; thence North 88°01'22" East, 264.21 feet; thence North 01°57'32" West, 66.04 feet to the point of beginning.

EXHIBIT C

UNIT ADDRESSES

UNIT NUMBER	ADDRESS
1	403 Oak Hill Circle
2	401 Oak Hill Circle
3	393 Oak Hill Circle
4	391 Oak Hill Circle
5	383 Oak Hill Circle
6	381 Oak Hill Circle
7	373 Oak Hill Circle
8	371 Oak Hill Circle
9	363 Oak Hill Circle
10	361 Oak Hill Circle
11	353 Oak Hill Circle
12	351 Oak Hill Circle

DOC # 2163084
Recorded
SEP. 25, 2006 AT 03:22PM

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

JAMES A LABNIC
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $15.00

FIRST AMENDMENT TO
CONDOMINIUM DECLARATION
FOR THE SETTLEMENT OF ROCHESTER CONDOMINIUM

THE SETTLEMENT OF ROCHESTER, LLC is the Declarant and Developer of THE SETTLEMENT OF ROCHESTER CONDOMINIUM, a Condominium located in the Village of Rochester, Racine County, Wisconsin, created by Declaration of Condominium recorded in the Office of the Register of Deeds for Racine County, Wisconsin on October 13, 2005, as Document No. 2054027, and by the recorded Condominium Plat for THE SETTLEMENT OF ROCHESTER CONDOMINIUM.

THE SETTLEMENT OF ROCHESTER, LLC is executing and recording this First Amendment to Condominium Declaration, and recording the First Addendum to the Condominium Plat, for the purpose of annexing to THE SETTLEMENT OF ROCHESTER CONDOMINIUM additional lands and for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration.

THE SETTLEMENT OF ROCHESTER, LLC hereby amends the Declaration of Condominium for THE SETTLEMENT OF ROCHESTER CONDOMINIUM as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, and as more particularly described on Exhibit A attached to the Condominium Declaration for THE SETTLEMENT OF ROCHESTER CONDOMINIUM, is hereby amended so as to add thereto the property described on the attached Exhibit A-1.

2. The First Addendum to Condominium Plat of THE SETTLEMENT OF ROCHESTER CONDOMINIUM is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First Addendum to Condominium Plat of THE SETTLEMENT OF ROCHESTER CONDOMINIUM.

3. The number of Units constructed or to be constructed on the real estate described in Section 3 of the Condominium Declaration (including the real estate described in Exhibit A attached to the Condominium Declaration, and Exhibit A-1 attached hereto) is hereby increased from 12 Units to 36 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 6 buildings to 18 buildings.

4. Section 9 of the Condominium Declaration is amended so as to change each Unit's fractional or percentage interest in the Common Elements from 1/12th to 1/36th. Each Unit is entitled to one (1) Vote at meetings of the Association.

5. Attached hereto as Exhibit C-1 is a list of the addresses and Tax Key Numbers for the Units in THE SETTLEMENT OF ROCHESTER CONDOMINIUM added by this Amendment.

6. Declarant expressly retains the right to continue expanding THE SETTLEMENT OF ROCHESTER CONDOMINIUM by annexing, in one or more stages, additional land, buildings, and Units, up to a maximum total of 86 Units.

Dated September 21, 2006.

The Settlement of Rochester, LLC,
a Wisconsin Corporation

By: _____
Richard J. Mueller, Jr., Sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 21st day of September, 2006, the above named Richard J. Mueller, Jr., Sole Member of The Settlement of Rochester, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Kathleen L. Hintz
Print Name: _____
Notary Public, State of Wisconsin
My Commission expires: 12-16-07

This instrument was drafted by:
Atty. Daniel R. Heiden
State Bar No. 1017551

CONSENT OF FIRST MORTGAGE HOLDER

Equitable Bank, being the holder of the First Mortgage on the property subject to this Second Amendment to Condominium Declaration for THE SETTLEMENT OF ROCHESTER CONDOMINIUM, hereby consents to the execution and recording of this Second Amendment to the Condominium Declaration and the Second Addendum to the Condominium Plat for this Condominium.

Date: 5/25/07

Equitable Bank

By: Bruce K Andrich
Bruce K ANDRICH

Print Name & Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY) SS

Personally came before me this 25th day of May, 2007, the above named Bruce K Andrich Senior Vice President of Equitable Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

DEDRA A. SCHINKO NOTARY PUBLIC STATE OF WISCONSIN

Dedra A Schinko

Print Name: Dedra A Schinko
Notary Public, State of Wisconsin
My Commission expires: 3-14-10

EXHIBIT
LEGAL DESCRIPTION OF LANDS ADDED BY
FIRST AMENDMENT TO CONDOMINIUM DECLARATION FOR
THE SETTLEMENT OF ROCHESTER CONDOMINIUM

Legal Description of 1st ADDENDUM (PHASE 2)

A PART OF LOT 1 OF CERTIFIED SURVEY MAP No. *2678*, BEING ALL OF LOTS 1, 4 THRU 10 AND PART OP LOTS 2 & 3, BLOCK 29, PART OF LOTS 8 & 9, BLOCK 28, PART OF VACATED S. WASHINGTON STREET, PART OF VACATED E. FOX STREET, IN THE VILLAGE OF ROCHESTER AND LANDS, ALL LYING IN PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE VILLAGE OF ROCHESTER, RACINE COUNTY, WISCONSIN. BEING FURTHER DESCRIBED AS: Commencing at the North 1/4 Corner of Section 11-3-19, thence South D1°57'3 1° East, 768.28 feet to the point of beginning; thence North 4801'10" East, 28.05 feet to a point; thence South 01°5T31" East, 278.48 feet parallel to the East line of said Northwest 1/4 of Section 11; thence North 88°02'28° East, 166.53 feet to a point; thence South 01°5732" East, 8.62 feet to a point; thence South 15°5 107' West, 424.28 feet to a point; thence Southwesterly along the arc of a curve 107.69 feet, whose center is to the Northwest, which has a radius of 500.00 feet and whose chord bears South 22°0 119" West, 107.48 feet to a point; thence South 28°11'30" West, 251.13 feet to a point; thence North 64°31'55" West, 153.28 feet to a point; thence North 20°37'3 1' East, 153.63 feet to a point; thence South 74°09'43° East, 36.67 feet to a point; thence North 13°4234" East, 133.38 feet to a point; thence North 02°16'23" West, 391.21 feet to a point; thence North 22°07'36" West, 135.85 feet to a point; thence North 48°0 110" East, 217.66 feet to the point of beginning. TOGETHER WITH LANDS COMMENCING. at the North 1/4 Corner of Section 11-3-19, thence South 0 1°57'3 1 East, 768.28 feet; thence South 82,°45'17" West, 375.24 feet to the point of beginning of the lands to be described; thence Southwesterly along the, arc of a curve 416.50 feet, whose center is to the East, which has a radius of 2662.27 feet and whose chord bears South 24°1 104" West, 416.08 feet; thence North 70°35'24" West, 152.66 feet; thence Northeasterly along the arc of a curve 441.16 feet, whose center is to the East, which has a radius of 2814.93 feet and whose chord bears North 24° 1035" East 440.71 feet; thence South 61°20'02" East, 152.66 feet to the point of beginning.

Part of Tax Key No. 176-03-19-11-320-010

EXHIBIT C-I

ADDRESSES AND TAX KEY NOS. FOR UNITS CREATED BY THIS AMENDMENT
Physical Addresses are all Rochester, WI
Mail delivery is through the Burlington Post Office
All Mailing Addresses are Burlington, WI 53105

UNIT NUMBER	ADDRESS	TAX KEY NO.
13	Oak Hill Circle	176-03-19-11-400-130
14	Oak Hill Circle	176-03-19-11-400-140
15	Oak Hill Circle	176-03-19-11-400-150
16	Oak Hill Circle	176-03-19-11-400-160
17	Oak Hill Circle	176-03-19-11-400-170
18	Oak Hill Circle	176-03-19-11-400-180
19	Oak Hill Circle	176-03-19-11-400-190
20	Oak Hill Circle	176-03-19-11-400-200
55	Settlement Drive	176-03-19-11-400-550
56	Settlement Drive	176-03-19-11-400-560
57	Settlement Drive	176-03-19-11-400-570
58	Settlement Drive	176-03-19-11-400-580
59	Settlement Drive	176-03-19-11-400-590
60	Settlement Drive	176-03-19-11-400-600
61	Settlement Drive	176-03-19-11-400-610
62	Settlement Drive	176-03-19-11-400-620
63	Settlement Drive	176-03-19-11-400-630
64	Settlement Drive	176-03-19-11-400-640
65	Settlement Drive	176-03-19-11-400-650
66	Settlement Drive	176-03-19-11-400-660
83	Oak Hill Circle	176-03-19-11-400-830
84	Oak Hill Circle	176-03-19-11-400-840
85	Oak Hill Circle	176-03-19-11-400-850
86	Oak Hill Circle	176-03-19-11-400-860

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

SECOND AMENDMENT TO
CONDOMINIUM DECLARATION
FOR THE SETTLEMENT OF ROCHESTER CONDOMINIUM

THE SETTLEMENT OF ROCHESTER, LLC is the Declarant and Developer of THE SETTLEMENT OF ROCHESTER CONIDOMINIUM, a Condominium located in the Village of Rochester, Racine County, Wisconsin, created by Declaration of Condominium recorded in the Office of the Register of Deeds for Racine County, Wisconsin on October 13, 2005, as Document No. 2054027, and amended by First Amendment to Condominium Declaration for THE SETTLEMENT OF ROCHESTER CONDOMLNRJM recorded on September 25, 2006, as Document No. 2103084, and by the recorded Condominium Flat and the First Addendum to Condominium Plat for THE SETTLEMENT OF ROCHESTER CONDOMINIUM.

THE SETTLEMENT OF ROCHESTER, LLC is executing and recording this Second Amendment to Condominium Declaration, and recording the Second Addendum to the Condominium Plat, for the purpose of annexing to THE SETTLEMENT OF ROCHESTER CON1DOIvIINIUM additional lands and for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration.

THE SETTLEMENT OF ROCHESTER, LLC hereby amends the Declaration of Condominium for THE SETTLEMENT OF ROCHESTER CONDOMINIUM as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, is hereby amended so as to add thereto the property described on the attached Exhibit A-2, such that said legal description now includes Exhibit A as attached to the Condominium Declaration, Exhibit A-i as attached to the First Amendment to Condominium Declaration, and Exhibit A-2 as attached to this Second Amendment to Condominium Declaration.

2. The Second Addendum to Condominium Plat of THE SETTLEMENT OF ROCHESTER CONDOMINIUM is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First Addendum to Condominium Flat of THE SETTLEMENT OF ROCHESTER CONDOMINIUM, and the Second Addendum to Condominium Plat of THE SETTLEMENT OF ROCHESTER CONDOMINIUM.

3. The number of Units constructed or to be constructed on the real estate described in Section 3 of the Condominium Declaration (including the real estate described in Exhibit A attached to the Condominium Declaration, and Exhibit A-i attached hereto) is hereby increased from 36

Units to 58 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 18 buildings to 29 buildings.

4. Section 9 of the Condominium Declaration is amended so as to change each Unit's fractional or percentage interest in the Common Elements from 1/56th to 1/58th. Each Unit is entitled to one (1) Vote at meetings of the Association.

5. Attached hereto as Exhibit C-2 is a list of the addresses and Tax Key Numbers for the Units in THE SETTLEMENT OF ROCHESTER CONDOMINIUM added by this Amendment.

6. Declarant expressly retains the right to continue expanding THE SETTLEMENT OF ROCHESTER CONDOMINIUM by annexing, in one or more stages, additional land, buildings, and Units, up to a maximum total of 86 Units.

Dated May 23, 2007.

The Settlement of Rochester, LLC,
a Wisconsin Corporation

By: _____
Richard J. Mueller, Jr., Sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 23rd day of May, 2007, the above named Richard J. Mueller, Jr., Sole Member of The Settlement of Rochester, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Print Name: Colleen K. Dietrich
Notary Public, State of Wisconsin
My Commission expires: 9-14-08

This instrument was drafted by:
Atty. Daniel R. Heiden
State Bar No. 1017551

CONSENT OF FIRST MORTGAGE HOLDER

Equitable Bank, being the holder of the First Mortgage on the property subject to this Second Amendment to Condominium Declaration for THE SETTLEMENT OF ROCHESTER CONDOMINIUM, hereby consents to the execution and recording of this Second Amendment to the Condominium Declaration and the Second Addendum to the Condominium Plat for this Condominium.

Date: 5/25/07

Equitable Bank

By: Bruce K Andrich
BRUCE K ANDRICH

Print Name & Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY) SS

Personally came before me this 25th day of May, 2007, the above named Bruce K Andrich Senior Vice President of Equitable Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

DEBRA A. SCHINKO NOTARY PUBLIC STATE OF WISCONSIN

Debra A Schinko

Print Name: Debra A Schinko
Notary Public, State of Wisconsin
My Commission expires: 3-14-10

EXHIBIT A-2
LEGAL DESCRIPTION OF LANDS ADDED BY
SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR
THE SETTLEMENT OF ROCHESTER CONDOMINIUM

Leagal Description of 2nd ADDENDUM (PHASE 3)

A PART OF LOT 1 OF CERTIFIED SURVEY MAP No. 2678, BEING ALL OF LOTS 1, 4 THRU 10 AND PART OF LOTS **2 & 3,** BLOCK **29,** PART OF LOTS 8 & 9, BLOCK 28, PART OF VACATED S. WASHINGTON STREET, PART OF VACATED E. FOX STREET, IN THE VILLAGE OF ROCHESTER AND LANDS, ALL LYING IN PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 19 EAST, IN THE VILLAGE OF ROCHESTER, RACINE COUNTY, WISCONSIN. BEING FURTHER DESCRIBED AS:

Commencing at the North 1/4 Corner of Section 11, Town 3 North, Range 19 East; thence South 015T31" East, along the East line of the Northwest 1/4 of said section, 768.28 feet; thence South 48°01'lO' West, 217.66 feet to the Point of Beginning of the lands to be described; thence South 22°07'36' East, 135.85 feet; thence South 02°16'23" East, 391.21 feet; thence South 13°42'34" West, 133.38 feet; thence North 74°09'43" West, 36.67 feet; thence Northwesterly along the arc of a curve 16.26 feet, whose center is to the Northeast, which has a radius of 315.50 feet and whose chord bears North 66°00'37" West, 16.26 feet; thence North 64°32'01" West, 192.46 feet; thence Northwesterly along the arc of a curve 231.19 feet, whose center is to the Northeast, which has a radius of 499.01 feet and whose chord bears North 51°15'40" West, 229.13 feet; thence Northwesterly along the arc of a curve 115.71 feet, whose center is to the Northeast, which has a radius of 115.50 feet and whose chord bears North 09°17'21" West, 110.93 feet; thence Northeasterly along the arc of a curve 457.89 feet, which has a radius of 2662.27 feet and whose center is to the East, which has a radius of 2662.27 feet and whose chord bears North 24°20'14" East, 457.32 feet; thence South 6O°043'36" East, 167.49 feet; thence Southeasterly along the arc of a curve 65.44 feet, whose center is to the Southwesterly which has a radius of 200.00 feet and whose chord bears South 31°21'13" East, 65.15 feet; to the place of beginning.

Part of Tax Key No. 176-O3-19-11-32O-OO

EXHIBIT C-2

ADDRESSES AND TAX KEY NUMBERS FOR UNITS CREATED BY THIS AMENDMENT
Physical Addresses are all Rochester, WI
Mail delivery is through the Burlington Post Office
All Mailing Addresses are Burlington, WI *53105*

UNIT NUMBER	ADDRESS	TAX KEY NO.
33	352 Settlement Drive	176-03-19-11-400-330
34	350 Settlement Drive	176-03-19-11-400-340
35	392 Oak Hill Circle	176-03-19-11-400-350
36	390 Oak Hill Circle	176-03-19-11-400-360
37	382 Oak Hill Circle	176-03-19-11-400-370
38	380 Oak Hill Circle	176-03-19-11-400-380
39	352 Oak Hill Circle	176-03-19-11-400-390
40	350 Oak Hill Circle	176-03-19-11-400-400
41	342 Oak Hill Circle	176-03-19-11-400-410
42	340 Oak Hill Circle	176-03-19-11-400-420
43	332 Oak Hill Circle	176-03-19-11-400-430
44	330 Oak Hill Circle	176-03-19-11-400-440
45	220 Settlement Drive	176-03-19-11-400-450
46	222 Settlement Drive	176-03-19-11-400-460
47	250 Settlement Drive	176-03-19-11-400-470
48	252 Settlement Drive	176-03-19-11-400-480
49	280 Settlement Drive	176-03-19-11-400-490
50	282 Settlement Drive	176-03-19-11-400-500
51	310 Settlement Drive	176-03-19-11-400-510
52	312 Settlement Drive	176-03-19-11-400-520
53	330 Settlement Drive	176-03-19-11-400-530
54	332 Settlement Drive	176-03-19-11-400-540

25.10 **Captions.** The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

IN WITNESS WHEREOF, the said The Settlement of Rochester, LLC, Declarant, has caused this document to be executed this 12th day of October, 2005.

The Settlement of Rochester, LLC,
a Wisconsin Limited Liability Company

By: _____
Richard J. Mueller, Jr., Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 12th day of October, 2005, the above named Richard J. Mueller, Jr., Member of The Settlement of Rochester, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Print Name: Todd Moeller
Notary Public, State of Wisconsin
My Commission expires: 6-28-09

This instrument was drafted by:
Atty. Daniel R. Heiden
State Bar No. 1017551

DRH101005

0000888

CONSENT OF FIRST MORTGAGE HOLDER

Equitable Bank, being the holder of the First Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: 10/12/05

Equitable Bank

By: Bruce K Andrich

Print Name & Title: BRUCE K. ANDRICH
SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
_____ COUNTY) SS

Personally came before me this 12 day of October, 2005, the above named Bruce Andrich of Equitable Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Todd Mueller

Print Name: Todd Mueller
Notary Public, State of Wisconsin
My Commission expires: 6-21-09

0000988

This Easement shall run with the land and be binding upon the GRANTOR, its heirs, successors and assigns.

The Settlement of Rochester, LLC, GRANTOR

Richard J. Mueller

Richard J. Mueller

Name

President

Title

1-31-05

Date

STATE OF WISCONSIN)
)SS
COUNTY OF Racine)

On the above date, this instrument was acknowledged before me by Richard J. Mueller

Betty J. Novy

Signature, Notary Public, State of Wisconsin

Betty J. Novy

(Print or Type Name, Notary Public, State of Wisconsin)

Date Commission Expires: 2/20/2005

PUBLIC
BETTY J. NOVY
STATE OF WISCONSIN

Village of Rochester, GRANTEE

Christopher Denman, Village President

ATTEST:

Betty J. Novy

Betty Novy, Clerk-Treasurer

STATE OF WISCONSIN)
)SS
COUNTY OF Racine)

On 2-1-05, this instrument was acknowledged before me by Christopher Denman and Betty Novy.

Sandra Swan

Signature, Notary Public, State of Wisconsin

Sandra Swan

(Print or Type Name, Notary Public, State of Wisconsin)

Date Commission Expires: 9-10-07

SANDRA SWAN
NOTARY
PUBLIC
STATE OF WISCONSIN

XX-28

(1)

DOCUMENT # 2419348
RACINE COUNTY REGISTER OF DEEDS
October 07, 2015 3:05 PM

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00
Pages: 6

Document No.

ASSIGNMENT OF CONDOMINIUM DECLARANT'S RIGHTS AND THIRD AMENDMENT TO DECLARATION

Return to:
David M. Sanders
Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202

See Exhibit A
Parcel Numbers

ASSIGNMENT OF
CONDOMINIUM DECLARANT'S RIGHTS
AND THIRD AMENDMENT TO DECLARATION

THIS ASSIGNMENT (the "Assignment") made as of October 7th, 2015, by and between The Settlement of Rochester, LLC, a Wisconsin limited liability company ("SORLLC") and Richard J. Mueller, Jr. ("Mueller," and collectively with SORLLC ("Assignor")), and The Equitable Bank, S.S.B. ("Assignee").

WITNESSETH:

A. SORLLC, as declarant, executed and recorded a Condominium Declaration for the Settlement of Rochester Condominium (the "Condominium") on October 13, 2005, which document (the "Declaration") was recorded with the Racine County Register of Deeds as Document No. 2054027, together with the plat of The Settlement of Rochester Condominium recorded on October 13, 2005 as Document No. 2054028. First Amendment to Condominium Declaration for The Settlement of Rochester Condominium recorded on September 25, 2006 as Document No. 2103084, together with the plat of 1st Addendum to The Settlement of Rochester Condominium recorded September 25, 2006 as

Document No. 2103085. FURTHER EXCEPTING THEREFROM those lands as contained in Second Amendment to Condominium Declaration for The Settlement of Rochester Condominium recorded on June 1, 2007 as Document No. 2134411, together with the plat of 2nd Addendum to The Settlement of Rochester Condominium recorded June 1, 2007 as Document No. 2134412. The legal description of, and tax parcel numbers for, all of the units created by the Declaration are set forth on Exhibit A attached hereto and made a part hereof.

B. SORLLC was administratively dissolved by the Wisconsin Department of Financial Institutions on August 10, 2011 and Mueller, as sole member of SORLLC, received all of SORLLC's rights under the Declaration by operation of law.

C. Assignee obtained all of SORLLC's rights in the real property comprising the Condominium pursuant to a Sheriff's Deed on Foreclosure - 846.17 Wis. Stats. dated January 28, 2010.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor do hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its rights, and delegates to Assignee all of its obligations arising after the date hereof, as "Declarant" under the Declaration and the Articles, Bylaws and Condominium Plat, as each is defined in the Declaration (collectively, the "Condominium Instruments").

2. Assignee accepts the assignment made hereby and assumes and agrees to be bound by and perform those obligations of "Declarant" contained in the Declaration and the other Condominium Instruments with respect to the Condominium. Assignee specifically does NOT assume any obligations of Assignor arising from any documents other than the Condominium Instruments or from any actions of Assignor.

3. The Declaration is amended to replace The Settlement of Rochester, LLC, at each place that it appears in the Declaration, with The Equitable Bank, S.S.B.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Amendment as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

THE SETTLEMENT OF ROCHESTER, LLC, a Wisconsin limited liability company

By: _____
Name: Richard J. Mueller, Jr., Sole Member

_____
Richard J. Mueller, Jr.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this 5th day of October, 2015, Richard J. Mueller, Jr., as sole member of The Settlement of Rochester, LLC and in his individual capacity who executed the above instrument and acknowledged the same.

_____
Name: Kaye Peterson
Notary Public, State of Wisconsin
My Commission: 2/25/18

KAYE PETERSON NOTARY PUBLIC STATE OF WISCONSIN

ASSIGNEE:

THE EQUITABLE BANK, S.S.B.

By: _____
Name: Jeffrey R. Justin
Title: Assistant Vice President Loan

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 5th day of October, 2015, Jeffrey R. Justin, as AVP Loan Admin of The Equitable Bank, S.S.B. who executed the above instrument and acknowledged the same.

_____
Name: Kaye Peterson
Notary Public, State of Wisconsin
My Commission: 2/25/18

This document was drafted by:

David M. Sanders
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
(414) 298-1000

KAYE PETERSON NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A

Legal Description and Tax Parcel Nos. for
All Condominium Units

PARCEL II:
Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 33, 34, 35, 36, 37, 39, 40, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 83, 84, 85 and 86, together with its appurtenant undivided interest in the common elements and limited elements in Settlement of Rochester Condominium, a Condominium created and existing under the Wisconsin Condominium Ownership Act by Declaration recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 13, 2005, as Document No. 2054027, and First Amendment recorded September 25, 2006 as Document No. 2103084 and Second Amendment recorded June 1, 2007 as Document No. 2134411, any further amendments thereto. Located in the Village of Rochester, Racine County, Wisconsin, on the land described in said Declarations.

Tax Parcel Numbers:
Unit 1 - 176-03-19-11-400-010
Unit 2 - 176-03-19-11-400-020
Unit 3 - 176-03-19-11-400-030
Unit 4 - 176-03-19-11-400-040
Unit 5 - 176-03-19-11-400-050
Unit 6 - 176-03-19-11-400-060
Unit 7 - 176-03-19-11-400-070
Unit 8 - 176-03-19-11-400-080
Unit 9 - 176-03-19-11-400-090
Unit 10 - 176-03-19-11-400-100
Unit 11 - 176-03-19-11-400-110
Unit 12 - 176-03-19-11-400-120
Unit 13 - 176-03-19-11-400-130
Unit 14 - 176-03-19-11-400-140
Unit 15 - 176-03-19-11-400-150
Unit 16 - 176-03-19-11-400-160
Unit 17 - 176-03-19-11-400-170
Unit 18 - 176-03-19-11-400-180
Unit 19 - 176-03-19-11-400-190
Unit 20 - 176-03-19-11-400-200
Unit 33 - 176-03-19-11-400-330
Unit 34 - 176-03-19-11-400-340
Unit 35 - 176-03-19-11-400-350
Unit 36 - 176-03-19-11-400-360
Unit 37 - 176-03-19-11-400-370
Unit 38 - 176-03-19-11-400-380
Unit 39 - 176-03-19-11-400-390

Unit 40 - 176-03-19-11-400-400
Unit 41 - 176-03-19-11-400-410
Unit 42 - 176-03-19-11-400-420
Unit 43 - 176-03-19-11-400-430
Unit 44 - 176-03-19-11-400-440
Unit 45 - 176-03-19-11-400-450
Unit 46 - 176-03-19-11-400-460
Unit 47 - 176-03-19-11-400-470
Unit 48 - 176-03-19-11-400-480
Unit 49 - 176-03-19-11-400-490
Unit 50 - 176-03-19-11-400-500
Unit 51 - 176-03-19-11-400-510
Unit 52 - 176-03-19-11-400-520
Unit 53 - 176-03-19-11-400-530
Unit 54 - 176-03-19-11-400-540
Unit 55 - 176-03-19-11-400-550
Unit 56 - 176-03-19-11-400-560
Unit 57 - 176-03-19-11-400-570
Unit 58 - 176-03-19-11-400-580
Unit 59 - 176-03-19-11-400-590
Unit 60 - 176-03-19-11-400-600
Unit 61 - 176-03-19-11-400-610
Unit 62 - 176-03-19-11-400-620
Unit 63 - 176-03-19-11-400-630
Unit 64 - 176-03-19-11-400-640
Unit 65 - 176-03-19-11-400-650
Unit 66 - 176-03-19-11-400-660
Unit 83 - 176-03-19-11-400-830
Unit 84 - 176-03-19-11-400-840
Unit 85 - 176-03-19-11-400-850
Unit 86 - 176-03-19-11-400-860

Declaration 0000862

DOC # 20054027
Recorded
OCT. 13, 2005 AT 02:18:00PM

James A. Ladwig

Document Title

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $69.00

FROM	176-03-19-11-320-010
TO	
UNIT NO.	PARCEL NO.
1	176-03-19-11-400-010
2	176-03-19-11-400-020
3	176-03-19-11-400-030
4	176-03-19-11-400-040
5	176-03-19-11-400-050
6	176-03-19-11-400-060
7	176-03-19-11-400-070
8	176-03-19-11-400-080
9	176-03-19-11-400-090
10	176-03-19-11-400-100
11	176-03-19-11-400-110
12	176-03-19-11-400-120

Recording Area Above – Office Use Only

Return Document to:

Title West
N14 W24200 Tower Pl
Suite 110
Waukesha WI 53188

Parcel Identification Number (PIN)

This information must be completed by submitter: *Document Title, Name & Return Address,* and *Parcel ID Number* (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.

ROD-009 – Cover Sheet Rev. 3/04

DOCUMENT # 2419349
RACINE COUNTY REGISTER OF DEEDS
October 07, 2015 3:05 PM

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00
Pages: 5

Document No.

FOURTH AMENDMENT TO CONDOMINIUM DECLARATION FOR SETTLEMENT OF ROCHESTER CONDOMINIUM

THE SETTLEMENT OF ROCHESTER, LLC was the Declarant of THE SETTLEMENT OF ROCHESTER CONDOMINIUM, a Condominium located in the Village of Rochester, Racine County, Wisconsin, created by Declaration of Condominium recorded in the Office of the Register of Deeds for Racine County, Wisconsin on October 13, 2005, as Document No. 2054027, and amended by First Amendment to Condominium Declaration for THE SETTLEMENT OF ROCHESTER CONDOMINIUM recorded on September 25, 2006, as Document No. 2103084 and further amended by a Second Amendment to Condominium Declaration for THE SETTLEMENT OF ROCHESTER CONDOMINIUM recorded on June 1, 2007 as Document No. 2134411, and by the recorded Condominium Plat and the First Addendum to Condominium Plat and Second Addendum to Condominium Plat for THE SETTLEMENT OF ROCHESTER CONDOMINIUM.

Return to:
David M. Sanders
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
P. O. Box 2965
Milwaukee, WI 53201-2965

See Exhibit A
Parcel Numbers

THE EQUITABLE BANK, S.S.B., as assignee of the SETTLEMENT OF ROCHESTER, LLC and successor Declarant is executing and recording this Fourth Amendment to Condominium Declaration, and recording the Third Addendum to the Condominium Plat, for the purpose of annexing to THE SETTLEMENT OF ROCHESTER CONDOMINIUM additional lands and for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration.

THE EQUITABLE BANK, S.S.B., hereby amends the Declaration of Condominium for THE SETTLEMENT OF ROCHESTER CONDOMINIUM as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, is hereby amended so as to add thereto the property described on the attached Exhibit A-3, such that said legal description now includes Exhibit A as attached to the Condominium Declaration, Exhibit A-1 as attached to the First Amendment to Condominium Declaration, and Exhibit A-2 as attached to the Second Amendment to Condominium Declaration and Exhibit A-3 as attached to this Fourth Amendment to Condominium Declaration.

2. The Third Addendum to Condominium Plat of THE SETTLEMENT OF ROCHESTER CONDOMINIUM is being recorded simultaneously with the recording of this

Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First Addendum to Condominium Plat of THE SETTLEMENT OF ROCHESTER CONDOMINIUM, the Second Addendum to Condominium Plat of THE SETTLEMENT OF ROCHESTER CONDOMINIUM and the Third Addendum to Condominium Plat of THE SETTLEMENT OF ROCHESTER CONDOMINIUM.

3. The number of Units constructed or to be constructed on the real estate described in Section 3 of the Condominium Declaration (including the real estate described in Exhibit A attached to the Condominium Declaration, and Exhibit A-1 and A-2 attached to the previous amendment and Exhibit A-3 attached hereto) is hereby increased from 58 Units to 86 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 29 buildings to 43 buildings.

4. Section 9 of the Condominium Declaration is amended so as to change each Unit's fractional or percentage interest in the Common Elements from 1/58th to 1/86th. Each Unit is entitled to one (1) Vote at meetings of the Association.

5. Attached hereto as Exhibit C-3 is a list of the unit numbers for the Units in THE SETTLEMENT OF ROCHESTER CONDOMINIUM added by this Amendment

[Signatures on following page]

Dated October 5th, 2015.

THE EQUITABLE BANK, S.S.B.

By: _____
Jeffrey R. Justin, Assistant Vice President, Loan Administration

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally came before me this 5th day of October, 2015, the above named Jeffrey R. Justin as Assistant Vice President, Loan Administration of THE EQUITABLE BANK, S.S.B., to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Print Name: Kaye Peterson
Notary Public, State of Wisconsin
My Commission expires: 2/25/18

This instrument was drafted by:
David Sander
Reinhart Boerner Van Deuren s.c.

KAYE PETERSON NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A-3

Lot 1 of Certified Survey Map No. 2678, recorded in the office of the office of the Register of Deeds for Racine County on February 8, 2005 in Volume 8 of Certified Survey Maps, Page 498, as Document No. 2014571, being all of Lots 1, 4 thru 10 and part of Lots 2 and 3, Block 29, par of Lots 8 and 9, Block 28, part of vacated S. Washington Street, part of vacated E. Fox Street, and lands all lying in part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 11, Township 3 North, Range 19 East, in the Village of Rochester, Racine County, Wisconsin. EXCEPTING THEREFROM those lands as contained in the Condomimium Declaration for The Settlement of Rochester Condominium recorded on October 13, 2005 as Document No. 2054027, together with the plat of The Settlement of Rochester Condominium recorded on October 13, 2005 as Document No. 2054028. FURTHER EXCEPTING THEREFROM those lands as contained in the First Amendment to Condominium Declaration for The Settlement of Rochester Condominium recorded on September 25, 2006 as Document No. 2103084, together with the plat of 1st Addendum to The Settlement of Rochester Condominium recorded September 25, 2006 as Document No. 2103085. FURTHER EXCEPTING THEREFROM those lands as contained in Second Amendment to Condominium Declaration for The Settlement of Rochester Condominium recorded on June 1, 2007 as Document No. 2134411, together with the plat of 2nd Addendum to The Settlement of Rochester Condominium recorded June 1, 2007 as Document No. 2134412.

ALSO KNOWN AS

A part of Lot 1 of Certified Survey Map No. 2678, being all of Lots 1, 4 thru 10 and part of Lots 2 & 3, Block 29, part of Lots 8 & 9, Block 28, part of vacated S. Washington Street, part of vacated E. Fox Street, in the Village of Rochester and lands, all lying in part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 11, Township 3 North, Range 19 East in the Village of Rochester, Racine County, Wisconsin, being further described as: Commencing at the North 1/4 corner of Section 11, Town 3 North, Range 19 East; thence S01°57' 31"E 313.90 feet to the point of beginning; thence continue S01°57'31 "E 66.04 feet; thence S88°01'22"W 264.21 feet; thence southwesterly 421.17 feet along the arc of a circular curve concave to the southeast; said curve having a central angle of 08°34'22", a radius of 2814.93 feet and a chord which bears S32°57'08"W 420.78 feet; thence S61°20'02"E 152.66 feet; thence N28°56'37"E 27.80 feet; thence S60°43'36"E 167.49 feet; thence southeasterly 65.44 feet along the arc of a curve concave to the southwest; said curve having a central angle of 18°44' 54", a radius of 200.00 feet and a chord which bears S51°21'10"E 65.15 feet; thence N48°01'10"E 245.71 feet; thence S01°57'31"E 278.45 feet; thence N88°02'28"E 166.53 feet; thence N01°57'32"W 714.96 feet; thence S87°59'59"W 187.99 feet to the point of beginning.

EXHIBIT C-3

FROM	(ALL)176-03-19-11-320-010
TO	
UNIT#	PARCEL#
21	176-03-19-11-400-210
22	176-03-19-11-400-220
23	176-03-19-11-400-230
24	176-03-19-11-400-240
25	176-03-19-11-400-250
26	176-03-19-11-400-260
27	176-03-19-11-400-270
28	176-03-19-11-400-280
29	176-03-19-11-400-290
30	176-03-19-11-400-300
31	176-03-19-11-400-310
32	176-03-19-11-400-320
67	176-03-19-11-400-670
68	176-03-19-11-400-680
69	176-03-19-11-400-690
70	176-03-19-11-400-700
71	176-03-19-11-400-710
72	176-03-19-11-400-720
73	176-03-19-11-400-730
74	176-03-19-11-400-740
75	176-03-19-11-400-750
76	176-03-19-11-400-760
77	176-03-19-11-400-770
78	176-03-19-11-400-780
79	176-03-19-11-400-790
80	176-03-19-11-400-800
81	176-03-19-11-400-810
82	176-03-19-11-400-820

3rd ADDENDUM TO

THE SETTLEMENT OF ROCHESTER CONDOMINIUM

RACINE COUNTY, WISCONSIN

LEGAL DESCRIPTION OF 3RD ADDENDUM (PHASE 4)
A part of Lot 1 of Certified Survey Map No. 2678, being all of Lots 1, 4 thru 10 and part of Lots 2 & 3, Block 28, part of Lots 8 & 9, Block 28, part of vacated S. Washington Street, part of vacated E. Fox Street, in the Village of Rochester and lands, all lying in part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 11, Township 3 North, Range 19 East in the Village of Rochester, Racine County, Wisconsin, being further described as:
Commencing at the North 1/4 corner of Section 11, Town 3 North, Range 19 East; thence S01°57'31"E 313.90 feet to the point of beginning; thence continue S01°57'31"E 66.04 feet; thence S88°01'22"W 264.21 feet; thence southwesterly 421.17 feet along the arc of a circular curve concave to the southeast; said curve having a central angle of 08°34'22", a radius of 2814.93 feet and a chord which bears S32°67'08"W 420.78 feet; thence S01°20'02"E 152.66 feet; thence N28°56'39"E 27.80 feet; thence S60°43'30"E 167.49 feet; thence southeasterly 85.44 feet along the arc of a curve concave to the southwest; said curve having a central angle of 16°44'54", a radius of 200.00 feet and a chord which bears S51°21'10"E 85.16 feet; thence N45°01'10"E 245.71 feet; thence S01°57'31"E 278.45 feet; thence N88°02'28"E 166.53 feet; thence N01°57'32"W 714.96 feet; thence S87°59'55"W 187.88 feet to the point of beginning.

LEGAL DESCRIPTION OF 2ND ADDENDUM (PHASE 3)
A part of Lot 1 of Certified Survey Map No. 2678, being all of Lots 1, 4 thru 10 and part of Lots 2 & 3, Block 28, part of Lots 8 & 9, Block 28, part of vacated S. Washington Street, part of vacated E. Fox Street, in the Village of Rochester and lands, all lying in part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 11, Township 3 North, Range 19 East in the Village of Rochester, Racine County, Wisconsin, being further described as:
Commencing at the North 1/4 Corner of Section 11, Town 3 North, Range 19 East, thence South01°57'31"East, along the East line of the Northwest 1/4 of said section, 780.28 feet; thence South43°01'10"West, 217.66 feet to the Point of Beginning of the lands to be described; thence South22°07'38"East, 135.85 feet; thence South 02°16'23"East, 301.21 feet; thence South13°42'34"West, 133.38 feet; thence North74°09'43"West, 36.67 feet; thence Northwesterly along the arc of a curve 18.26 feet, whose center is to the Northeast, which has a radius of 315.50 feet and whose chord bears North66°00'37"West, 18.26 feet; thence North64°32'01"West, 192.46 feet; thence Northwesterly along the arc of a curve 231.19 feet, whose center is to the Northeast, which has a radius of 499.01 feet and whose chord bears North 51°15'40"West, 229.13 feet; thence Northwesterly along the arc of a curve 115.71 feet, whose center is to the Northeast, which has a radius of 115.50 feet and whose chord bears North09°17'21"West, 110.93 feet; thence Northeasterly along the arc of a curve 457.09 feet, which has a radius of 2662.27 feet and whose center is to the East, which has a radius of 2662.27 feet and whose chord bears North24°20'14"East, 457.32 feet; thence South60°43'30"East, 167.49 feet; thence Southeasterly along the arc of a curve 85.44 feet, whose center is to the Southwest, which has a radius of 200.00 feet and whose chord bears South51°21'13"East, 85.16 feet; to the place of beginning.

LEGAL DESCRIPTION OF THE SETTLEMENT OF ROCHESTER (PHASE 1)
A part of Lot 1 of Certified Survey Map No. 2678, being all of Lots 1, 4 thru 10 and part of Lots 2 & 3, Block 28, part of Lots 8 & 9, Block 28, part of vacated S. Washington Street, part of vacated E. Fox Street, in the Village of Rochester and lands, all lying in part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 11, Township 3 North, Range 19 East in the Village of Rochester, Racine County, Wisconsin, being further described as:
Commencing at the Center of Section 11, Town 3 North, Range 19 East, thence North01°57'27"West, 823.07 feet to a point; thence North64°32'13"West, 125.73 feet; thence North64°31'55"West, 153.26 feet along the North line of County Highway "J" to the point of beginning; thence continuing North64°31'55"West along the North line of County Highway "J", 221.68 feet; thence Northwesterly along the arc of a curve 450.01 feet, whose center is to the Northeast, which has a radius of 661.67 feet and whose chord bears North44°21'34"West, 440.49 feet; thence Northeasterly along the arc of a curve 139.91 feet, whose center is to the Southeast, which has a radius of 2814.93 feet, and whose chord bears North18°15'48"East, 139.90 feet; thence South70°35'24"East, 152.66 feet; thence Southwesterly along the arc of a curve 15.69 feet, whose center is to the East, which has a radius of 2662.27 feet and whose chord bears South19°33'22"West, 15.69 feet; thence Southeasterly along the arc of a curve 115.71 feet, whose center is to the Northeast, which has a radius of 115.50 feet and whose chord bears South09°17'21"East, 110.93 feet; thence Southeasterly along the arc of a curve 231.19 feet, whose center is to the North, which has a radius of 499.01 feet and whose chord bears South51°15'40"East, 229.13 feet; thence South64°32'01"East, 192.46 feet; thence Southeasterly along the arc of a curve 18.26 feet, whose center is to the North, which has a radius of 315.50 feet and whose chord bears South66°00'37"East, 18.26 feet; thence South20°37'31"West, 153.63 feet to the place of beginning.

LEGAL DESCRIPTION OF 1ST ADDENDUM (PHASE 2)
A part of Lot 1 of Certified Survey Map No. 2678, being all of Lots 1, 4 thru 10 and part of Lots 2 & 3, Block 28, part of Lots 8 & 9, Block 28, part of vacated S. Washington Street, part of vacated E. Fox Street, in the Village of Rochester and lands, all lying in part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 11, Township 3 North, Range 19 East in the Village of Rochester, Racine County, Wisconsin, being further described as:
Commencing at the North 1/4 Corner of Section 11-3-19, thence South01°57'31"East, 788.28 feet to the point of beginning; thence North43°01'10"East, 29.05 feet to a point; thence South01°57'31"East, 278.45 feet parallel to the East line of said Northwest 1/4 of Section 11; thence North88°02'28"East, 166.53 feet to a point; thence South01°57'32"East, 8.62 feet to a point; thence South15°51'07"West, 424.28 feet to a point; thence Southwesterly along the arc of a curve 107.88 feet, whose center is to the Northwest, which has a radius of 500.00 feet and whose chord bears South22°01'19"West, 107.68 feet to a point; thence South28°11'30"West, 251.15 feet to a point; thence North64°31'55"West, 153.26 feet to a point; thence North20°37'31"East, 153.63 feet to a point; thence South74°09'43"East, 36.67 feet to a point; thence North13°42'34"East, 133.38 feet to a point; thence North 02°16'23"West, 301.21 feet to a point; thence North22°07'38"West, 135.85 feet to a point; thence North43° 01'10"East, 217.66 feet to the point of beginning. TOGETHER WITH LANDS COMMENCING at the North 1/4 Corner of Section 11-3-19, thence South01°57'31"East, 788.28 feet; thence South82°48'17"West, 375.24 feet to the point of beginning of the lands to be described; thence Southwesterly along the arc of a curve 416.80 feet, whose center is to the East, which has a radius of 2662.27 feet and whose chord bears South24°11'04"West, 416.08 feet; thence North70°35'24"West, 152.66 feet; thence Northeasterly along the arc of a curve 441.16 feet, whose center is to the East, which has a radius of 2814.93 feet and whose chord bears North24°10'39"East 440.71 feet; thence South 01°20'02"East, 152.66 feet to the point of beginning.

COMMON ELEMENTS
The Common Elements consist of the entire condominium description, except the Units

LIMITED COMMON ELEMENTS
The Limited Common Element portion of the Common Elements consists of all porches, decks, walkways and driveways which service and/or are appurtenant to one and only one Unit, and such additional areas as are designed as Limited Common Elements pursuant to the Condominium Declaration.

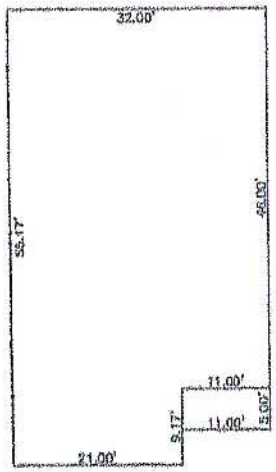
WISCONSIN
JEFFREY K. RAMPART
S141
KENOSHA, WI
LAND SURVEYOR

JKR Surveying, Inc.
9181 52nd Avenue
Kenosha, WI 53142
PH. 262-652-0110
FAX 262-652-0162

3rd ADDENDUM TO

THE SETTLEMENT OF ROCHESTER CONDOMINIUM

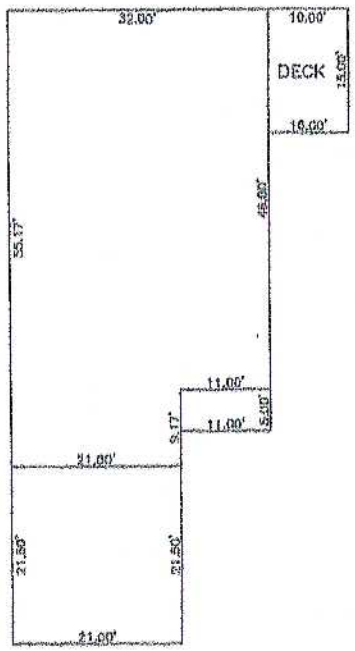
RACINE COUNTY, WISCONSIN



LOWER LEVEL & BASEMENT
1662 SQ. FT. TOTAL
Units 22, 24, 26, 28, 30, 32,
67, 69, 72, 74, 76, 78, 80, 82

TYPE "B"
FLOOR LAYOUT
SCALE 1"=10'





FIRST FLOOR
1662 SQ. FT. (LIVING SPACE)
Units 22, 24, 26, 28, 30, 32,
67, 69, 72, 74, 76, 78, 80, 82

FROM (ALL)170-03-10-11-330-010 TO UNITS	PARCELS
21	170-03-10-11-400-210
22	170-03-10-11-400-220
23	170-03-10-11-400-230
24	170-03-10-11-400-240
25	170-03-10-11-400-250
26	170-03-10-11-400-260
27	170-03-10-11-400-270
28	170-03-10-11-400-280
29	170-03-10-11-400-290
30	170-03-10-11-400-300
31	170-03-10-11-400-310
32	170-03-10-11-400-320
67	170-03-10-11-400-670
68	170-03-10-11-400-680
69	170-03-10-11-400-690
70	170-03-10-11-400-700
71	170-03-10-11-400-710
72	170-03-10-11-400-720
73	170-03-10-11-400-730
74	170-03-10-11-400-740
75	170-03-10-11-400-750
76	170-03-10-11-400-760
77	170-03-10-11-400-770
78	170-03-10-11-400-780
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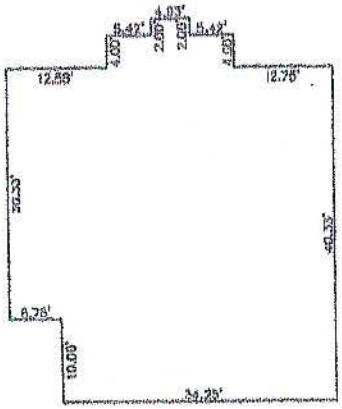
J.K.R. Surveying, Inc.
3121 83rd Avenue
Kenosha, WI 53142
Ph. 262-652-2710
Fax 262-652-2887

SHEET 4 OF 4 SHEETS

3rd ADDENDUM TO

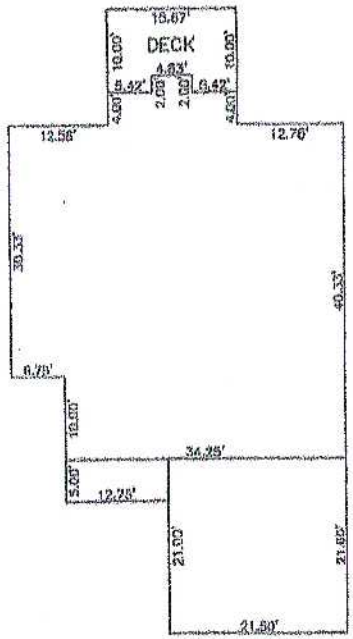
THE SETTLEMENT OF ROCHESTER CONDOMINIUM

RACINE COUNTY, WISCONSIN

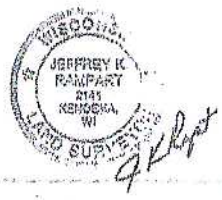


TYPE "A"
FLOOR LAYOUT
SCALE 1"=10'

LOWER LEVEL & BASEMENT
1678 SQ. FT. TOTAL
Units 21, 23, 25, 27, 29, 31,
68, 70, 71, 73, 75, 77, 79, 81



FIRST FLOOR
1678 SQ. FT. (LIVING SPACE)
Units 21, 23, 25, 27, 29, 31,
68, 70, 71, 73, 75, 77, 79, 81



J.K.R. Surveying, Inc.

3rd ADDENDUM TO

THE SETTLEMENT OF ROCHESTER CONDOMINIUM

RACINE COUNTY, WISCONSIN

TYSON FETTER
REGISTER OF DEEDS
For Records
Pages

GRAPHIC SCALE

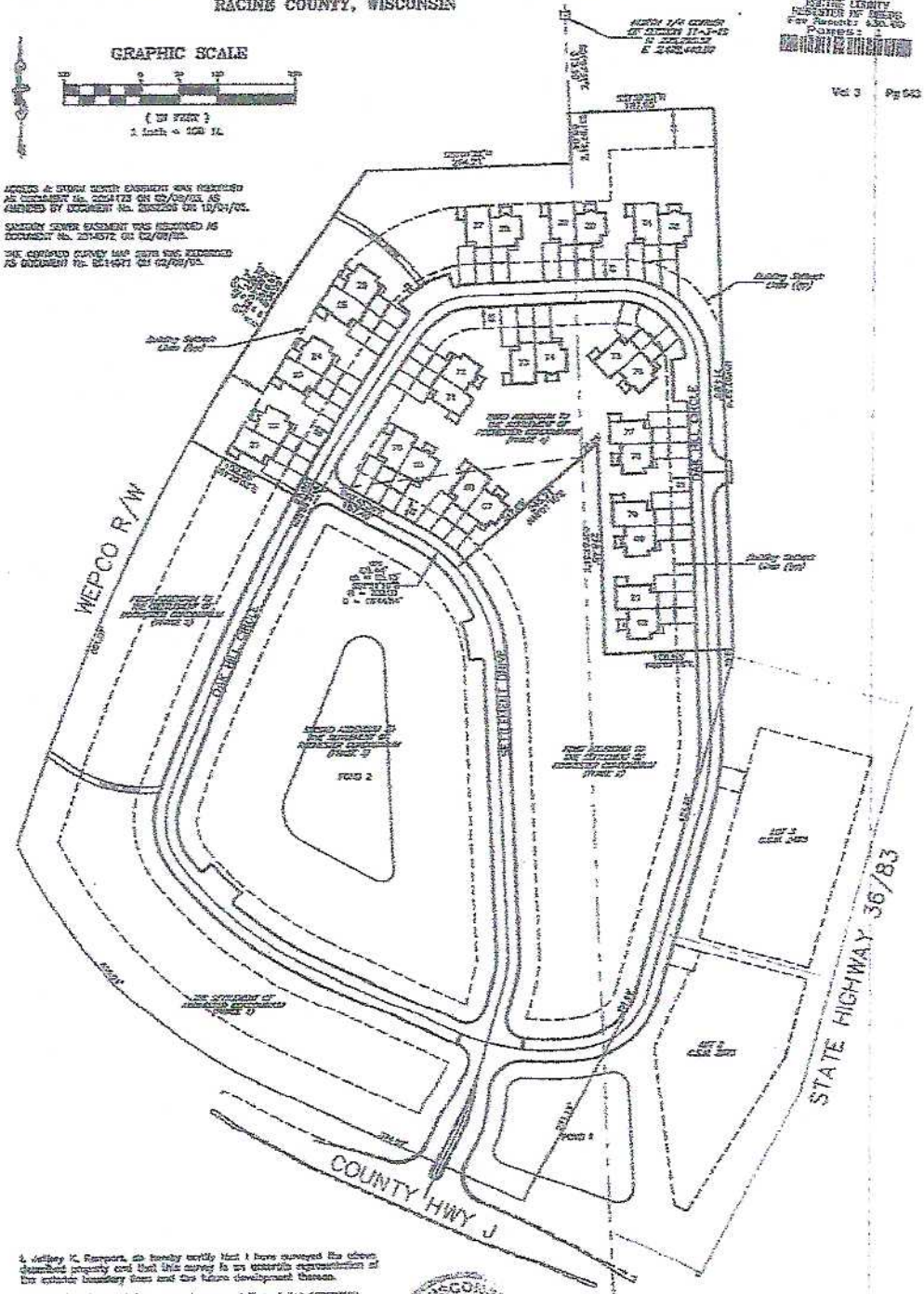
(IN FEET)

1 inch = 100 ft.

ACCESS & STORM SEWER EASEMENT WAS RECORDED AS DOCUMENT No. 2254172 ON 12/28/05, AS AMENDED BY DOCUMENT No. 2262206 ON 12/01/06.

SANITARY SEWER EASEMENT WAS RECORDED AS DOCUMENT No. 2314572 ON 12/28/06.

THE CERTIFIED SURVEY MAP WAS ALSO RECORDED AS DOCUMENT No. 2314571 ON 12/28/06.



I, Jeffrey K. Rampart, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the future development thereon.

This condominium plat is a correct representation of 3rd ADDENDUM TO THE SETTLEMENT OF ROCHESTER CONDOMINIUM and the identification and location of each unit and the common elements can be determined from this plat.

Jeffrey K. Rampart, RLS-2144
Dated 10-01-2013

WISCONSIN
JEFFREY K. RAMPART
2144
KENOSHA, WI
LAND SURVEYOR

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4321 52nd Place
Kenosha, WI 53142
Ph. 262-657-0110
Fax 262-657-0120

SHEET 1 OF 4 SHEETS