AMENDED DISCLOSURE MATERIALS

LEXINGTON COURTS CONDOMINIUMS

LOCATION: Shah Avenue, Raveen Street, Rangita Street
Fort Atkinson, Wisconsin 53538

DECLARANT: Mr. Dwaine R. Sievers, Member
LEXINGTON COURTS, LLC
101 Oxford Lane
Cambridge, Wisconsin 53523

1. **THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHT AND RESPONSIBLITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISION CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.**

2. **THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.**

3. **YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.**

INDEX

1. *Declaration.* The declaration establishes and describes the condominium, the units and the common areas. The declaration begins on page _____.

2. *By-Laws.* The By-Laws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The By-Laws begin on page _____.

3. *Articles of Incorporation.* The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The Articles of Incorporation begin on page _____.

4. *Annual Operating Budget.* The association incurs expenses for the operation of the condominium, which are assessed to the unit owners. The operating budget is an estimate of those charges, which are in addition to mortgage and utility payments. The Annual Operating Budget begins on page _____.

5. *Expansion Plans.* The declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on page _____.

6. *Floor Plan and Map.* The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which allows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The Floor Plan and Map begin on page _____.

7. *Amendment to Condominium Declaration.* The declarant has amended the condominium declaration, as provided for in the Declaration. The Amendment to Condominium Declaration begins on page _____.

8. *Second Amendment to Condominium Declaration.* The declarant has amended the condominium declaration, as provided for in the Declaration. The Second Amendment to Condominium Declaration begins on page _____.

9. *Third Amendment to Condominium Declaration.* The declarant has amended the condominium declaration, as provided for in the Declaration. The Third Amendment to Condominium Declaration begins on page _____.

10. *Fourth Amendment to Condominium Declaration.* The declarant has amended the condominium declaration, as provided for in the Declaration. The Fourth Amendment to Condominium Declaration begins on page _____.

1027288
Document Number

CONDOMINIUM DECLARATION

VOL 1125 PAGE 001

RECEIVED FOR RECORD
at 2:40 o'clock P M

OCT 14 1999
Register of Deeds
Jefferson County, WI

PHASE I CONDOMINIUM PLAT
LEXINGTON COURTS CONDOMINIUM PLAT
RAVEEN STREET AND SHAH AVENUE,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN

Record this document with the Register of Deeds

Name and Return Address:

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

226-0614-3243-010
(Parcel Identification Number)

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

THIS DECLARATION is made and entered into by LEXINGTON COURT, LLC, "Declarant";

Declarant is the owner in fee simple of the following described real estate located in the City of Fort Atkinson, Jefferson County, Wisconsin:

> Part of Jefferson County Certified Survey Map number 3856 and Lot 4 Jefferson County Certified Survey Map number 3609, being part of the SW 1/4 of the SE 1/4 of Section 32, T6N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:
>
> Commencing at the Northwest corner of Jefferson County Certified Survey Map number 3856; thence S83°28'43"E, along the North line thereof, 109.71 feet to the point of beginning of this description; thence continue S83°28'43"E, along said North line, 162.06 feet; thence N84°29'41"E, along aforesaid North line, 219.58 feet to the Southwest Corner of Lot 4 Jefferson County Certified Survey Map number 3609; thence N12°04'29"E along the West line of said lot, 122.18 feet to the Northwest corner thereof; thence S77°55'31"E along the North line of said lot, 115.52 feet to the Northeast corner thereof; thence S12°04'29"W along the East line of said lot and its extension thereof, 286.24 feet to the Southeast Corner of Jefferson County Certified Survey Map number 3856; thence N31°41'34"W, 213.17 feet; thence S84°29'41"W along the North line of said Certified Survey Map, 150.50 feet; thence S00°00'00"E, 143.01 feet to the South line of said Certified Survey Map; thence S90°00'00"W along said South line 206.31 feet; thence N00°00'00"E, 157.05 feet to the point of beginning. The above described containing 1.308 acres or 56,978 square feet.

Declarant desires and intends to submit and subject this real estate, together with all buildings and improvements thereon, to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended from time to time, the "Act"; and

Declarant desires to establish certain rights and easements in, over, and upon this real estate for the benefit of itself and the benefit of all future owners or occupants of the real estate, which shall be known as LEXINGTON COURTS CONDOMINIUM, and to provide for the harmonious, beneficial, and proper use and conduct of the property and all units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

NOW, THEREFORE, Declarant, for the purpose set forth, declares as follows:

ARTICLE I

LEGAL DESCRIPTION

1.01 Legal Description: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin, is legally described above.

This real estate is also described and delineated on a Plat of Survey attached hereto as Exhibit A.

Declarant reserves the right to develop the following described real property within ten years from the date of recording this Declaration:

> Part of Jefferson County Certified Survey map number 3856, being part of the SW 1/4 of the SE 1/4 of Section 32, T6N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:
>
> Beginning at the Northwest corner of said Certified Survey Map; thence S83°28'43"E, along the North line thereof, 271.77 feet; thence S84°29'41"E, along aforesaid North line, 196.00 feet; thence S31°41'34"E, 213.17 feet to the Southeast Corner of aforesaid Certified Survey Map; thence N77°17'30"W along the South line of said Certified Survey Map, 76.36 feet to a point of curvature of a curve to the left, said curve having a central angle of 12°42'30" and a radius of 330.00 feet, the long chord of which bears N83°38'45"W, 73.04 feet; thence Northwesterly along the arc of said curve and said South line, 73.20 feet to its point of tangency thereof; thence S90°00'00"W along aforesaid South line, 104.84 feet; thence N00°00'00"W, 143.01 feet to the North line of aforesaid Certified Survey Map; thence S84°29'41"W along said North line, 45.50 feet; thence continue along said North line N83°28'43"W, 162.06 feet; thence S00°00'00"E, 157.05 feet to the aforesaid South line of said Certified Survey Map; thence S90°00'00"W along said South line, 109.00 feet; thence N00°00'00"E, 169.50 feet to the point of beginning. The above described containing 1.092 acres or 47,546 square feet.

Declarant shall be under no obligation to expand the condominium. If Declarant elects to expand this condominium, Declarant shall amend this Declaration by filing an addendum and an amended condominium plat as provided under the Act. The added units shall be of a similar quality and appearance as the present units, and the expanded units shall not materially adversely affect any previously declared unit as determined by Declarant. The percentage interest of common element of each unit after such amendments shall be adjusted based upon the number of all units. The initial phase of the condominium shall consist of fourteen (14) units. The expansion phase may increase the number of units by thirty-two (32).

This condominium will be subject to the condominium form of ownership pursuant to the Act, this Declaration, and the By-Laws of the Association. Each owner shall have the non-exclusive rights of ownership, use, and enjoyment of the Common Elements, along with the tenants of LEXINGTON COURT, LLC. Each owner shall have the exclusive rights of ownership, use, and enjoyment of the Common Elements, along with Declarant's tenants.

The obligation for refuse removal shall be the responsibility of each unit resident, and is billed separately by the City of Fort Atkinson. The obligation for snow removal is the responsibility of the Association. Declarant, prior to the formation of the Association, and the Association thereafter, shall provide dumpsters for use by the unit owners and to assist in refuse removal.

The Association shall regulate the use and maintenance of the Common Elements. All tree removal and planting shall be done by Declarant or the Association at their respective expense. No unit owner may plant or remove any trees or shrubs without prior approval of the Association.

The Association shall maintain the water and sewer lines on the premises as a Common Element and at common expense. The City of Fort Atkinson will issue charges for use. The City may, at its option, bill or assess individual units in accordance with its policy.

No unit owner may construct or maintain any exterior facilities or structures without Declarant's prior approval, or after its formation, the Association's prior approval. The Association shall be responsible for the exterior maintenance of the units and building.

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

Each unit shall be individually metered for utilities, with each owner responsible for her/his utilities, except as otherwise provided herein. The Common Element utilities shall be a common expense.

The condominium and units shall be used for residential purposes only for retired persons at least fifty-five (55) years of age, with no in home businesses permitted. All individual unit owners shall include at least one individual who shall be a resident and who is at least fifty-five (55) years old, unless the resident is disabled. Only small pets shall be permitted, and only one pet per unit (other than fish), and only so long as the pet does not create a disturbance for any other resident. A dog of not more than thirty (30) pounds shall be permitted, and all others must be approved by the Association.

The acceptance of a conveyance of a unit in this condominium shall be deemed to grant to and vest in Declarant the power of attorney on the part of the unit owner to amend this Declaration and the Association By-Laws to correct errors or omissions and/or to comply with any applicable Federal, State, County or local laws, ordinances or agency regulations.

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

The Declarant and, after formation of the Association, the Board, may assign parking and storage areas on the premises independent of the units and the Limited Common Areas assigned to the units for the use, benefit and enjoyment of the unit owners either individually or as a group of all or less than all unit owners. However, all unit owners shall park their vehicles in their garages, not in their driveways.

The real estate and all improvements and appurtenances shall be known as LEXINGTON COURTS CONDOMINIUM. The address shall be 201 Commerce Avenue, Cambridge, WI 53523.

ARTICLE II

USE AND DEFINITIONS

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

2.01 Declaration: This instrument, by which the Property, as hereinafter defined, is submitted to the provisions of the ACT, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

2.02 Property: The air space, land, buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be subject to the provisions of the ACT.

2.03 Unit: A part of the Property subject to the ACT intended for independent use as a single family residence including one or more cubicles of air at one or more levels of space, or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in any of the buildings.

2.04 Unit Owner: The person, combination of persons, partnership or corporation who owns a unit and an undivided interest in the common areas and facilities appurtenant to that unit in the percentage specified and established in the Declaration.

2.05 Unit Number: The number, letter, or combination thereof, designating the unit in the Declaration.

2.06 Association: All of the unit owners acting as a group in accordance with the By-Laws and Declaration.

2.07 Building: A structure containing 2 or more units, or 2 or more structures each containing 1 or more units and comprising a part of the property.

2.08 Common Elements: All of the condominium except the units and including but not limited thereto:

(a) The land on which the buildings are located;

(b) The foundations, columns, girders, beams, supports, main walls, and roofs;

(c) The grounds, basement, yards (except as otherwise designated), gardens, parking areas, storage spaces, play areas, parks and recreational facilities;

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

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

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

(g) Any community facilities as may be provided for in the Declaration; and

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

2.09 Common Expenses:

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

(b) Expenses declared Common Expenses by the ACT or by the Declaration or By-Laws.

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

2.11 Limited Common Elements: Those Common Elements designated in the Declaration and on the Plat as reserved for exclusive use of one or more but less than all unit owners. This includes the decks, patios, porches, and designated driveways as illustrated on the Plat.

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

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

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

2.15 Parking Area: Area provided for parking automobiles as shown on Exhibit A attached.

2.16 Occupant: Person or persons, other than the owner or unit owner, in possession.

2.17 Plat: The Plat of Survey of the Property, buildings and all units in the Property submitted to the provisions of the ACT, which Plat is attached hereto as Exhibit A and registered and filed concurrently with the registration of this Declaration with the Jefferson County Register of Deeds.

2.18 Streets and Roads: The surfaced portions of the Property set aside for use for travel by foot, animal or vehicle to and from the buildings to the public streets or highways.

2.19 Master Association: A profit or non-profit corporation or unincorporated association which exercises the powers under the Wisconsin Condominium Ownership Act on behalf of one or more condominiums or for the benefit of the unit owners of one or more condominiums.

ARTICLE III

PROPERTY AND UNITS: SUBMISSION TO ACT

3.01 Submission of Property to ACT: The Declarant hereby submits the Property to the provisions of the ACT.

3.02 Units: Description and Ownership: The legal description of each unit shall consist of the identifying number or symbol of such unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the ACT. Each unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation as shown on the Plat. Except as otherwise provided by the ACT, no unit owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels different from the whole unit as shown on the Plat.

Each unit in the condominium shall consist of the designated area shown on the Plat, including garage, and shall be constructed as provided on the plans and specifications incorporated in Exhibit A attached.

3.03 Certain Structures Not Constituting Part of a Unit: No unit owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his unit and serving more than his unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the unit, except as a tenant-in-common with all other unit owners.

ARTICLE IV

COMMON ELEMENTS: LIMITED COMMON ELEMENTS

4.01 Ownership of Common Elements: Each unit owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other unit owners of the Property, and except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of the owner's unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with her/his unit. The extent or amount of ownership shall be expressed by a percentage amount. The percentage ownership may be changed upon unanimous written approval of all

the unit owners in the form of an Amended Declaration duly recorded. In the event of condemnation by public authority as provided in Article IX or of loss as provided in Article X, the percentage ownership may be changed to conform with the provisions set forth therein. The Declarant has so determined each unit's corresponding percentage of ownership in the Common Elements as set forth in the schedule attached hereto as Exhibit B. The undivided interest in the Common Elements shall not be separated from the unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the unit even though this interest is not expressly mentioned or described in the conveyance or other instrument.

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

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

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

ARTICLE V

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

5.01 No Severance of Ownership: No owner shall execute any deed, mortgage, lease or other instrument affecting title to his unit ownership without including both his/her interest in the unit and his/her corresponding percentage of ownership in the Common Elements, it being the intent of this paragraph to prevent any severance of this combined ownership. Whenever a unit is conveyed, the corresponding percentage of ownership in the Common Elements shall be automatically included whether it is specifically set forth in the documents of conveyance or not. No owner, other than Declarant, may lease a unit.

5.02 Use of the Common Elements: Subject to the provisions provided in Easements, each unit owner shall have the right to use the Common Elements in common with all other unit owners and the tenants of Lexington Court, LLC, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective unit owned by each unit owner or rented by each tenant, and to the use and enjoyment of common facilities. Such rights shall extend to the unit owner or tenant and the members of the immediate family and guests and other authorized occupants and visitors of the unit owner or tenant. The use of the Common Elements and the rights of the unit owners and tenants with respect to them shall be subject to and

governed by the provisions of the ACT, the Declaration, the By-Laws, and the rules and regulations of the Board of Directors (the "Board"). The Board shall have the authority to lease or rent or grant licenses or concessions with respect to the storage areas, laundry or other parts of the Common Elements, subject to the provisions of this Declaration and the By-Laws and rules and regulations of the Board.

5.03 Use of Common Elements: Common Expenses: Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board. Each unit owner shall pay his/her proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are "Common Expenses". These "Common Expenses" shall be allocated and divided equally among all units regardless of size. Payment shall be in such amount and at such times as may be provided by the By-Laws and/or rules and regulations of the Board. If a unit owner fails to pay his/her proportionate share when due, the unpaid amount shall constitute a lien on the unit owner's property interest, as provided by the ACT.

5.04 Easements:

(a) Encroachments: If, by reason of the construction, settlement or shifting of any building, or the design or construction of any unit, any part of the Common Elements encroaches upon any part of any unit, or any part of the unit encroaches upon any part of the Common Elements or any other unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one unit encroach upon any part of any unit, valid easements for the maintenance of the encroachment are hereby established and shall exist for the benefit of the unit and the Common Elements, as the case may be, so long as all or any part of the building containing the unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the Common Elements if the encroachment occurred due to the willful conduct of an owner or owners. The Declarant reserves the exclusive right to remedy any encroachments which exist at the time of making this Declaration in the Declarant's sole discretion.

(b) Easement for Utilities: Telephone companies, electric companies, natural gas companies, cable TV companies, the City of Fort Atkinson, and all other public utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with the utility services, together with the reasonable right to ingress to and egress from the Property for this purpose. The Declarant prior to the creation of the Board and the Board thereafter may grant other or additional temporary or permanent easements for utility or other purposes over, under, along and on any portion of said Common Elements, and each unit owner hereby grants the Declarant prior to the creation of the Board and the Board thereafter an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of the unit owner, those instruments necessary or appropriate to effectuate this intent. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a unit whether or not such walls lie in whole or in part within the unit boundaries.

(c) Easements to Run with the Land: All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any unit owner, purchaser, mortgagee, tenant, and other person having any interest in the Property or any part of portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in the Article, or described in any part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) Easements for Police and Fire Protection: A perpetual easement is hereby granted for the free and uninterrupted access to the Property for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

(e) Easements for Post Office: A perpetual easement is hereby granted for the free and uninterrupted access to the Property for any and all legally designated representatives of the United States Postal Service, parcel post services, and commercial package delivery services for the performance of their duties.

5.05 Limited Common Elements:

(a) Decks and Patios: All decks and patios shall be a part of the Common Elements and not a part of any individual unit; however, each unit owner shall be entitled to the exclusive use and possession of that deck and/or patio to which direct access is provided from each unit owner's respective unit and which is located outside of and adjoining his/her respective unit. Unless and until such time as the Board determines to the contrary, each unit owner shall be responsible for repair, maintenance and appearance of the deck and/or patio adjoining his/her unit at his/her own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A unit owner shall not decorate or adorn or change the appearance or color of any deck and/or patio in any manner, except as the Board may permit or authorize under, and in accordance with, its rules and regulations. In the event any deck and/or patio is appurtenant to more than one unit, then all rights and obligations of the owners of each unit with respect to the use, maintenance and repair of the deck and/or patio shall be joint, common and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

(b) Parking and Garages: Any parking area or other portion of the Property allocated for parking purposes shall be part of the Common Elements and not part of any individual unit, except for any space or garage (including detached garages) assigned to and made a part of any unit; provided, however, that the Declarant hereby reserves the right, until sale and conveyance of all unit ownerships, to sell and grant to any unit owner and to no other person the perpetual and exclusive use of a designated parking space, which exclusive use shall be deemed to be appurtenant to and pass with the title to the unit to which appurtenant, even though not expressly mentioned in the document passing title to the unit; and provided, however, that the Declarant reserves the right to change or alter spaces if the Declarant expands the condominium in the Declarant's discretion.

If the Declarant exercises this right to designate parking, the Declarant shall give the Board notice and the name of the unit owner to whom the Declarant has granted the exclusive use, which notice shall be conclusive upon the Board and all unit owners as to the rights of the unit owner designated in the notice. Subject to the foregoing, the Board may determine to grant exclusive use and possession to designated parking stalls in any portion of the Property allocated to parking purposes to unit owners, and in any event, the Board may prescribe rules and regulations with respect to parking areas as the Board deems appropriate. The exclusive use and possession given a unit owner or owners shall be subject to rules and regulations as the Board may determine, including the requirement that the exclusive use and possession includes the obligation to clean and maintain this portion of the Common Elements as an expense of a unit owner rather than a Common Expense. The ownership of a garage shall be limited to unit owners only.

(c) Porches, Stoops and Walks (Other Than Public Sidewalks): All porches, stoops and sidewalks shall be part of the Common Elements and not a part of any individual unit; however, each unit owner shall be entitled to the exclusive use and possession of that porch, stoop and sidewalk leading from the driveway serving the unit to that unit which is located outside of and adjoining his/her respective unit. Unless and until such time as the Board determines to the contrary, each unit owner shall be responsible for removal of snow and ice from the patio at his/her own expense. A unit owner shall not change the appearance, surface or color of a porch, stoop or sidewalk except as the Board may permit or authorize under its rules and regulations.

5.06 Separate Mortgages of Units: Each unit owner shall have the right to mortgage or encumber his/her unit, together with his/her respective ownership interest in the Common Elements. No unit owner shall have the right or authority to mortgage or otherwise encumber any other part of the Property.

5.07 Separate Real Estate Taxes: Real estate taxes shall be separately taxed to each unit owner for his/her unit and corresponding percentage of ownership in the Common Elements, as provided in the ACT. In the event that, for any year, real estate taxes are not separately taxed to each unit owner, but are taxed on the Property as a whole, then each unit owner shall pay his/her proportionate share in accordance with his/her respective percentage of ownership interest in the Common Elements.

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

5.09 Insurance: Unit Owners: Each unit owner shall be responsible for insurance for the interior walls, floors, and the contents of his/her own unit, any additions and improvements thereto, decorating, carpeting, floor coverings, wall coverings, furnishings and personal property in his/her unit, and personal property stored elsewhere on the Property, and for his/her personal liability, all to the extent not covered by the fire and liability insurance for all of the unit owners obtained as part of the Common Expenses as provided in Section 6.08.

The Board shall not be responsible for obtaining insurance on any additions, alternations or improvements made by any unit owner to his/her unit until the unit owner requests in writing that the Board do so and makes arrangements satisfactory with the Board to reimburse the Board for any additional premiums attributable to the additional insurance coverage. If the unit owner fails to reimburse the Board and suffers a loss, the Board shall not be obligated to apply any insurance proceeds to restore the affected unit to a condition better than the condition existing prior to the making of such additions, alterations, or improvements.

Each unit owner hereby waives and releases any and all claims which the unit owner may have against any other unit owner, the Board, its officers, the Association, the Declarant, the manager and managing agent of the building, if any, and their respective employees and agents, for damage to the Common Elements, the units, or to any personal property located in the units or Common Elements, caused by fire or other casualty, to the extent that the damage is covered by fire or other form of casualty insurance.

5.10 Maintenance, Repairs and Replacement of Units:

(a) By the Board: The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each unit which contribute to the support of any building, excluding, however, interior wall, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the unit boundaries as specified in Section 3.02 and 3.03, exclusive of any portions of the foregoing which may be located at or beyond the wall outlet, or which may be the responsibility of any individual owner under any other provision of this Declaration.

(b) By the Owner: Except as otherwise provided in Paragraph (a) above, each unit owner shall furnish, at his/her own expense, and be responsible for, the following:

(1) All of the maintenance, repairs and replacements within his/her own unit and all of the doors and windows appurtenant, and all internal installations of the unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures or installations, and any portion of any other utility service facilities located within the unit boundaries as specified in Sections 3.02 and 3.03, provided, however, that the maintenance, repairs and replacements as may be required for the bringing of water, gas, sewer service, or electricity to the unit shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to units by personnel as a Common Expense.

(2) All of the decorating within his/her own unit, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each unit owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his/her unit as shown on the Plat, and each unit owner shall maintain these portions in good condition at his/her sole expense as may be required from time to

time, which maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of a perimeter wall of a unit shall be cleaned or washed at the unit owner's expense.

The use of interior window coverings by draperies, shades, or other means, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the units), and any redecorating of units made necessary by any damage to existing decorating caused by the maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. The Board shall pay for exterior roofing and pointing as a Common Expense. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence.

(3) All of the maintenance, repairs and replacements within his/her garage, and all of the maintenance for the courtyards designated as limited common elements.

5.11 Negligence of Owner: If, due to the negligent act or omission of a unit owner, or of a member of his/her family or household pet, or of his/her guest or other authorized occupant or visitor, damage is caused to the Common Elements or to a unit or units owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be at the Common Expense, then such unit owner shall pay for the damage and the maintenance, repairs, and replacements as may be determined by the Board.

5.12 Joint Facilities: To the extent that equipment, facilities, and fixtures within any unit or units shall be connected to similar equipment, facilities or fixtures affecting or serving other units or the Common Elements, then the use thereof by the individual unit owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repairs, or replacements of fixtures affecting or serving other units or the Common Elements.

ARTICLE VI

ADMINISTRATION

6.01 Board of Directors: Association: The direction and administration of the Property shall be vested in a Board of Directors (the "Board"), consisting initially of three (3) persons who shall be elected in the manner hereinafter provided. The unit owners, acting collectively through the Board, shall be known as the LEXINGTON COURTS CONDOMINIUM OWNERS ASSOCIATION, an unincorporated association, subject to any subsequent incorporation as provided in Article XIII (the "Association"). The provisions of this Article VI, and of Articles VII and VIII, shall be included in the initial and basic By-Laws of the Board and/or Association, as referred to in the ACT. Each member of the Board shall be one of the unit owners, provided, however, that if a unit owner is a corporation, limited

liability company, partnership, trust, or other legal entity other than a natural person or persons, then any authorized representative of the corporation, limited liability company, partnership, trust, or other legal entity, shall be eligible to serve as a member of the Board. The Association shall have the right to increase the number of Directors by affirmative vote of two-thirds (2/3) of the unit owners.

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

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

6.03 Voting Rights: There shall be one person for each unit ownership who shall be entitled to vote at any meeting of the unit owners. This person shall be known as a "Voting Member". The Voting Member may be the owner or one of the group composed of all the owners of a unit ownership, or may be some person designated by such owner or owners to act as proxy on his, her, or their behalf and who need not be an owner. This designation shall be presented in writing to the Board and shall be revocable at any time by actual notice to the Board, or upon the death or judicially declared incompetence of any designator, or by written notice to the Board by the owner or owners. Proxies shall be valid only for the particular meeting designated and must be filed with the Board before the scheduled time of the meeting. Any or all of the owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in person or by proxy. There shall be one (1) vote per unit with the total vote available being equal to the total number of units in the condominium. The Declarant (or its nominee) may exercise the voting rights with respect to any unit owned by the Declarant.

6.04 Meetings:

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

(b) Annual Meeting: The first Annual Meeting of the Voting Members shall be held upon fifteen (15) days written notice given by the Declarant prior to the conveyance of twenty-five percent (25%) of the Common Element interest to unit owners at which meeting the unit owners other than Declarant shall elect at least twenty-five percent (25%) of the directors of the Board. Prior to conveyance of fifty percent (50%) of the Common Element interest to unit owners a meeting shall be held at which the unit owners other than Declarant shall elect at least thirty-three and one-third percent (33-1/3%) of the directors of the board. Directors who have been elected by Declarant shall cease to serve as directors at the earliest of (i) submission of their resignation, (ii) thirty (30) days after notice to the unit owners of their intent to resign or (iii) as provided by law. Not later than thirty (30) days after the expiration of Declarant control, a meeting shall be held by the Association at which the directors and officers shall be elected and take office after the election. Thereafter, there shall be an Annual Meeting of the Voting Members of each succeeding year, at 10:00 a.m., on the first Saturday in May of each year, on the Property, or at such other reasonable place or time (not more than thirty days before or after such date), as may be designated by written notice of the Board delivered to the Voting Members not less than fifteen (15) days prior to the date fixed for the meeting. Declarant control shall cease at the earlier of the following events: ten (10) years from the date of filing the Declaration or thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Elements to unit purchasers.

(c) Special Meetings: Special meetings of the Voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the Voting Members, or for any other reasonable purpose. Special meetings shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having one-third (1/3) of the total votes, and delivered not less than fifteen (15) days prior to the date fixed for the meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

6.05 Notice of Meetings: Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote at the meeting, addressed to each such person at the address given by him/her to the Board for the purpose of service of such notice, or to the unit if no address has been given to the Board.

6.06 Board of Directors: Election: Meetings:

(a) At each Annual Meeting, the Voting Members shall, by a majority of the total votes present at the meeting, elect sufficient members to the Board of Directors for the forthcoming year, to provide for a Board consisting of five (5) members, all of whom must own a unit, except for Board members nominated or designated by the Declarant. Three (3) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of three (3) years or until their successors are elected and qualify, provided, however, that the terms of approximately one-third of the Directors shall expire annually. If a Member of the Board of Directors shall cease to meet any qualification required for a Member of the Board, the Member shall cease to be a Member of the Board and his/her place on the Board shall be deemed vacant. Vacancies in the Board may be filled by at least two-thirds

(2/3) vote of the remaining Board Members. Except as otherwise provided in the Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with regulations as the Board may adopt.

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

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

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

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

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

(a) To elect the officers of the Association as provided;

(b) To administer the affairs of the Association and the Property;

(c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements for all of the unit owners, upon such terms and for such compensation and with such authority as the Board may approve (subject to Section 5.10(b) above);

(d) To formulate policies for the administration, management and operation of the Property and the Common Elements;

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) To provide and pay for the maintenance, repair and replacement of the Common Elements, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the unit owners their respective shares of such estimated expenses;

(i) To comply with the instructions of a majority of the unit owners, as expressed in a resolution duly adopted at any Annual or Special Meeting of the unit owners; and

(j) To express all other powers and duties of the Board of Directors or unit owners as a group referred to in the ACT, and all powers and duties of a Board of Directors referred to in the Declaration or the By-Laws.

6.08 Special Powers of the Board: The Board, for the benefit of the Board, the Association and all unit owners, shall provide and shall pay for out of the maintenance fund, the following:

(a) Utility Service for Common Elements: Water, sewer, waste removal, electricity, gas and telephone, heat, power and other necessary utility service for the Common Elements;

(b) Casualty Insurance: Insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the units. Premiums for the insurance shall be Common Expenses. The insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the members of the Association as Trustees for each of the unit owners in their respective percentages of ownership interest in the Common Elements. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of the ACT and this Declaration. The corporate trustee's fees shall be a Common Expense. In the event of any loss in excess of Fifty thousand and 00/100 ($50,000.00) dollars in the aggregate, the Association shall engage a corporate trustee, or in the event of any loss resulting in the destruction of the major portion of one or more Association insured units, the Association shall engage a corporate trustee upon the written demand of the mortgagee or owner of any unit so destroyed.

In the event of the total destruction of a unit or units and thereafter the Board determining that the unit or units may not be reconstructed under the ordinances of the City of Fort Atkinson or of Jefferson County or the laws of the State of Wisconsin, or in the alternative, the Board determines that the cost of reconstruction shall exceed the insurance proceeds, the Board may direct that the insurance proceeds applicable to each destroyed unit be paid to the unit owner together with a sum equal to the unit owner's interest in the Common Elements, exclusive of the individual units, as

determined by three appraisers, one selected by the Board, one selected by the unit owner and the third selected by the two other appraisers. This added sum shall be a common expense of the remaining units and assessed accordingly. Upon payment of this sum to the unit owner of the destroyed unit, the unit owner shall cease to be an owner and the percentage interest of the remaining owners shall be adjusted in accord with the formula set forth on Exhibit B. In the event the cost of replacement exceeds the insurance proceeds and the unit may be constructed under local ordinances and state laws, the unit owner may request that the Board authorize the reconstruction of the unit upon the unit owner tendering to the Board a sum equal to the costs of reconstruction less the sum available from the insurance proceeds. The Board, upon receipt of the sum, may authorize the reconstruction of the unit and direct that it be done. Any unit reconstructed under this provision or under the provisions of Article IX shall be constructed in a manner complying with local ordinances and state laws and in a manner compatible with the remaining units.

The proceeds of the insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building or Buildings or shall be otherwise disposed of in accordance with the provisions of this Declaration and the ACT; and the rights of the mortgagee of any unit under any standard mortgage clause endorsement to such policies shall be subject at all times to the provisions of the Act with respect to the application of insurance proceeds to reconstruction of the Building, notwithstanding anything to the contrary contained in the mortgage. Payment by an insurance company of the proceeds of any policy to the Board or to the corporate trustee, and the receipt or release from the Board of the company's liability under such policy shall constitute a full discharge of the insurance company, and the company shall be under no obligation to inquire into the terms of any trust under which the proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

Each unit owner may, at the unit owner's personal expense, carry additional casualty insurance on the unit and may provide for the insurance to be paid direct to the unit owner. Each unit owner shall be responsible for all insurance coverage on the contents of the unit and the personal property of the unit owner located on the Common Elements.

(c) Liability Insurance: Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each unit owner, the Association, its officers, members of the Board, the Declarant, the manager and managing agent of the buildings, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets, sidewalks and areas adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. The insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses.

(d) Workmen's Compensation: Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

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

(f) Care of Common Elements: Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of Common Elements (but not including the interior surfaces of the units) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements;

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

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

(i) Certain Maintenance of Units: Maintenance and repair of any unit as provided in this Declaration, and maintenance and repair of any unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or any portion of the Buildings, and the owner or owners of the unit have failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair shall have been delivered by the Board to the owner or owners, provided that the Board shall levy a special assessment against such unit owner for the cost of the maintenance or repair. The Board or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Board or Association is responsible. It may likewise enter any balcony or patio for maintenance, repairs, construction or painting. The entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the maintenance fund. In the event of any emergency originating in, or threatening, any unit, or in the event of the owner's absence from the unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board may enter the unit immediately, whether the owner is present or not. The Board reserves the right to retain a pass key to each unit, and no locks or other devices shall be placed on the doors of the units to obstruct entry through the use of the pass key.

(j) Capital Additions and Improvements: The Board's enumerated powers shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance funds any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements subject to all the provisions of this Declaration) having a total cost in excess of Twenty-five thousand dollars ($25,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of Twenty-five thousand dollars ($25,000.00), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

(k) Certain Utility Services for Units: The Board may pay from the maintenance fund for water and sewer taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual owners. However, the Board may discontinue such payments at any time, in which case each owner shall be responsible for direct payment of his share of such expenses as determine by the Board. The Board reserves the right to levy additional assessments against any owner to reimburse it for excessive use by the owner of any utility service, the expense of which is charged to the maintenance fund.

6.09 Vouchers: All vouchers for payment of expenditures by the Board shall be signed by an officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board; these vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

6.10 Rules and Regulations:

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

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

(c) Non-profit Enterprise: Nothing herein shall be construed to give the Board authority to conduct an active business for profit on behalf of all or any of the Owners.

ARTICLE VII

BUDGET-ASSESSMENTS-MAINTENANCE FUND

7.01 Preparation of Estimated Budget: Each year on or before April 1, the Board shall estimate the total amount necessary to pay the costs of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power and other common utilities and Common Expenses, which will be required during the ensuing

calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall, on or before April 15, notify each owner in writing as to the amount of the estimate, along with a reasonable itemization. The "estimated cash requirement" shall be assessed to the owners according to the By-Laws. The assessments shall be payable as provided in the By-Laws.

On or before the date of the Annual Meeting each year, the Board shall supply to all the owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's payment obligation for the next monthly installment due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each owner's payment obligation for the installments due in the succeeding months after the rendering of the accounting as provided in the By-Laws.

7.02 Reserve for Contingencies and Replacements: The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against the reserve. If the "estimated cash requirement" proves inadequate for any reason, including nonpayment of any owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the owners according to the By-Laws. The Board shall serve notice of such further assessment as provided in the By-Laws, and this further assessment shall become effective as provided in the By-Law. All owners shall be obligated to pay the adjusted amount.

7.03 Budget for First Year: When the first Board takes office, it shall determine the "estimated cash requirements" for the period commencing thirty (30) days after the Board's election and ending on December 31 of that year. It is expected that the first budget and corresponding assessments shall carry through to the first annual meeting, at which time the Board shall present a budget based upon the prior year's actual expenditures, anticipated increases, and appropriate reserves. The new budget and assessments shall be effective May 1 each year thereafter, although the budget shall remain on a calendar year. Assessments shall be levied against the owners as provided in the By-Laws.

7.04 Failure to Prepare Annual Budget: The failure or delay of the Board to prepare or serve the annual budget or adjusted estimate on the owners shall not constitute a waiver or release in any manner of the owners' obligation to pay the maintenance costs and necessary reserves whenever the costs shall be determined, and in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment, which is due more than ten (10) days after the new annual or adjusted estimate shall have been mailed or delivered.

7.05 Books and Records: The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for inspection by any owner or any representative of an owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the owner. Upon ten (10) days notice to the Board and payment of a reasonable fee as fixed by the Board, not to exceed twenty-five dollars ($25.00), any owner shall be furnished a statement of his/her account, setting forth the amount of any unpaid assessments or other charges due and owing from the owner.

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

7.07 Remedies for Failure to Pay Assessments: If any unit owner shall default in the payment of any charge or assessment imposed by the Board, the Board shall have the authority to exercise and enforce any and all rights and remedies as may be provided in the ACT, the By-Laws, this Declaration and/or as is otherwise available at law or in equity.

7.08 Rental During Foreclosure: In the event of the foreclosure of a lien for unpaid Common Expenses, the unit owner who is the defendant in the proceeding shall be required to pay a reasonable rental for his/her unit.

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

ARTICLE VIII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

(a) Purpose: No part of the Property shall be used for other than residential housing. Each unit shall be used as a residence for a single family and for no other purposes, including in home businesses.

(b) Obstruction of Common Elements: There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements, without the prior consent of the Board. Each owner shall be obligated to maintain and keep his/her unit in good order and repair.

(c) Hazardous Uses and Waste: Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance on the Property, or the contents thereof, without the prior written consent of the Board. No owner shall permit anything to be done or kept in his/her unit or in the Common Elements which will result in the cancellation of insurance on the Property, or the contents thereof, or which would be in violation of any law. No waste shall be committed to the Common Elements.

(d) Exterior Exposure of Buildings: Owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building, and no sign, awning, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Board. Owners shall not cause nor permit any sign, poster, or other display to be located inside of or adjacent to any door or window as to be visible to the exterior of the building, except for a "For Sale" or "For Rent" sign.

(e) Impairment or Structural Integrity of Building: Nothing shall be done in any unit or in, on, or to the Common Elements that will impair the structural integrity of any building or which would structurally change any building except as otherwise provided herein. No unit owner shall overload the electric wiring in the buildings, or operate any machines, appliances, accessories, or equipment in any manner as to cause an unreasonable disturbance to others in the judgment of the Board.

(f) Use: The real estate covered by this Declaration includes Common Elements. Unit owners, members of their immediate families, tenants, guests, and invitees may use these Common Elements for their intended purposes, including, where allowed, the placement of benches or chairs, landscaping and any reasonable use thereof, provided the use does not interfere with the use and enjoyment of the Common Elements by the other unit owners or tenants.

(g) Signs: Sales: The Declarant, or its agent, and all unit owners shall have the right to place "For Sale" or "For Rent" signs on any unsold or unoccupied units, and to place such other signs on the Property as may be required to facilitate the sale of unsold units, or the management and/or construction of the condominium.

(h) Alterations of Common Elements: Nothing shall be altered or constructed in or removed from the Common Elements without the written consent of the Board.

(i) Parking Area: That part of the Common Elements identified on Exhibit A as Parking Area shall be used by the owners and tenants for parking purposes, subject only to the exclusive rights of the respective unit owners and tenants. Motor homes and mobile homes shall not be parked, stored, nor utilized on the premises without prior Board approval, which shall be limited to a maximum of seventy-two (72) hours. No use shall be in violation of local ordinances or state law.

(j) Display of Model Units of Declarant: Declarant reserves the right to occupy, or to grant permission to any person or entity to occupy, one or more units for business, construction management, general management, or promotional purposes, including clerical activities, sales offices, model units for display, etc., at Declarant's option, for a period of not more than

one hundred twenty (120) months from the recording or filing of this Declaration; provided, that the activities in the units so occupied do not interfere with the quiet enjoyment of any other owner or occupant. Declarant shall enjoy a similar one hundred twenty (120) months use if Declarant expands the Condominium and the Association.

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

ARTICLE IX

CONDEMNATION AND UNPAID ASSESSMENTS

9.01 Condemnation:

(a) In the event of condemnation under the Laws of Wisconsin of a portion of the premises, which does not reasonably permit construction of a like building or buildings on the remaining premises, the proceeds of the condemnation and rights of action arising thereunder shall be distributed as follows:

(1) To the owners of the individual units condemned, that portion of the condemnation award attributable to each owner's unit and the right of action, if any, arising thereunder and attributable to the unit, together with the owner's interest in the condemnation award for the Common Elements to be paid by the remaining owners.

(2) To the owners of the Common Elements whose residential units were not condemned, as their interest may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation. Any award obtained by legal action shall be disbursed to the owners as their common interest may appear, including the owners of those units condemned as though they were Voting Members.

(3) The decision as to whether a like building or buildings may be constructed elsewhere on the premises shall be determined by the Voting Members. A favorable vote for construction shall be by fifty-one percent (51%) of the Voting Members. Any proposed construction shall be subject to the laws of the State of Wisconsin and the ordinances of the City of Fort Atkinson and the County of Jefferson.

(4) The condemnation of an owner's unit and its non-reconstruction shall terminate that owner's membership. The remaining members shall constitute the owners of all Common Elements and their interests therein shall be recomputed according to the ratio their unit bears to the total of the remaining units as set forth in this Declaration.

9.02 Responsibility of Transferees for Unpaid Assessments: In a voluntary transfer of a unit, the transferee of the unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amount paid by the transferee for

the prior assessments. However, any such transferee shall be entitled to a statement from the Board, or Treasurer, or managing agent of the Association, setting forth the amount of the unpaid assessments against the transferor due to the Association and such transferee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount in the statement. If the Association or the Board does not provide a statement setting forth any sums due within five (5) business days after transferee's request for it, the Association or the Board shall be barred from claiming a lien against the transferee.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OR BUILDINGS

10.01 Insurance:

(a) Sufficient Insurance: If the improvements forming a part of the Property, or any portion thereof, including any unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration, reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds to this cost; provided, however, that if within sixty (60) days after the damage or destruction shall occur, the unit owners elect either to sell the Property as provided in Article XI or to withdraw the Property from the provisions of the ACT, as therein provided, then the repair, restoration, or reconstruction shall not be undertaken. If damage or destruction to any single building or the buildings aggregates less than fifty percent (50%) of the then current value of all buildings, then the building or buildings shall be promptly repaired or restored, subject to the provisions of Article VI, Section 6.08.

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

(c) Additional Insurance: Any owner may, at his/her option, carry additional insurance on his/her unit, including coverage for any improvements made.

(d) Vote Required: This section shall require the affirmative vote of the owners having seventy-five percent (75%) or more of the votes in order to carry.

10.02 Substantial Restoration: Repair, restoration, or reconstruction of the improvements means restoring the improvements to substantially the same condition as they were in prior to the fire or other disaster, with each unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE XI

SALE OF THE PROPERTY: REMOVAL FROM CONDOMINIUM OWNERSHIP

11.01 Voluntary Sale of the Property: The owners may elect to sell the Property as a whole by affirmative vote of seventy-five percent (75%) of the total vote at a meeting of unit owners called for that purpose. The action shall be binding upon all unit owners, and it shall become the duty of every unit owner to execute and deliver instruments and to perform all acts to effect the sale; provided, however, that any unit owner who did not vote in favor of the action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which the sale was approved shall be entitled to receive from the sale proceeds an amount equal to the value of his/her interest, as determined by a licensed appraiser, less the amount of any unpaid assessments or charges due and owing from the unit owner. In the absence of agreement on an appraiser, the unit owner and the Board may each select an appraiser, and the two selected shall select a third, and the average of the three appraisals shall control.

11.02 Withdrawal of Declaration. All of the owners may remove the Property from the provisions of this Declaration by executing and recording an instrument to that effect. All lienholders of the units must consent in writing to the transfer of their lien to the percentage of undivided interest of the unit owner in the Property, said consent to be duly recorded.

Upon the removal of the Property from the provisions of this Declaration, the Property shall be deemed to be owned in common by the unit owners. The percentage of undivided interest in the condominium shall be the percentage interest of the unit as a tenant in common.

ARTICLE XII

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

12.01 Abatement and Enjoyment: The violation of any rule, restriction, condition, or regulation adopted by the Board, or the breach or default of any covenant, By-Law, or provision contained herein or contained in the ACT, shall give the Board the right to the following, in addition to the rights set forth in Section 12.02:

(a) To enter upon the Property upon which the violation or breach exists and to summarily correct or remedy the violation at the expense of the defaulting owner. Neither the Declarant, or its successors or assigns, nor the Board, or its agents, shall be deemed guilty in any manner of trespass.

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

(c) To enjoin, abate, or remedy by appropriate legal proceedings the breach.

(d) To seek damages by legal proceedings.

12.02 Involuntary Sale: If any owner or tenant shall violate or breach any covenants, By-Laws, restrictions, or provisions of this Declaration or of the ACT, or the regulations adopted by the Board, either by his/her own conduct or by the conduct of any other occupant of his/her unit, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur or shall reoccur more than once thereafter, then the Board shall have the power to issue the defaulting owner or tenant a thirty (30) day notice, in writing, to terminate the rights of the defaulting owner or tenant to his/her unit and the Property. The Board may bring an action against the defaulting owner or tenant for a decree of mandatory injunction against the owner, tenant, or occupant, or in the alternative, for a decree declaring the termination of the defaulting owner's or tenant's right to occupy, use, or control the unit on account of the breach of covenant, and ordering that all the right, title, and interest of the owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from re-acquiring his interest at the judicial sale. The proceeds of the judicial sale shall first be paid to discharge the lien of any existing mortgage, then to court costs, court reporter charges, reasonable attorney's fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting owner, or tenant, in the judicial decree. Any balance of proceeds, after satisfaction of any unpaid assessments or any liens, shall be paid to the owner. Upon the confirmation of sale, the purchaser shall be entitled to a deed to the unit and to immediate possession of the unit sold, and may apply to the court for a writ of assistance for the purpose of obtaining possession. It shall be a condition of sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting owner.

ARTICLE XIII

FORMATION OF ASSOCIATION

13.01 Formation of Association: Prior to conveyance of the first unit, the Declarant shall establish an Association to govern the condominium. The Association shall be organized as a profit or nonprofit corporation or as an unincorporated association. The Association shall be known as LEXINGTON COURTS CONDOMINIUM OWNERS ASSOCIATION, INC., if incorporated, and as LEXINGTON COURTS CONDOMINIUM OWNERS ASSOCIATION, if unincorporated. Upon the formation of the Association, every owner shall be a member, which membership shall terminate upon the sale or other disposition the owner's unit, at which time the new owner shall automatically become a member. Each unit owner agrees to be bound by and to observe the terms and provisions of the Association's Charter, its By-Laws, and the rules and regulations promulgated from time to time by the Association, its Board of Directors and Officers.

ARTICLE XIV

GENERAL PROVISIONS

14.01 Declarant's Initial Rights: Until the formation of the Board of Directors, and until thirty (30) days after Declarant shall have consummated the sale of units aggregating seventy-five percent (75%) of all unit ownership, the Declarant, or its successors or assigns, shall exercise the powers, rights, duties, and functions of the Board and Association.

14.02 Notice to Mortgage Lenders: Upon written request to the Board, the Board shall give the holder of any duly recorded mortgage against any unit ownership a copy of any and all notices permitted or required by this Declaration to be given to the owner or owners whose unit ownership is subject to the mortgage.

14.03 Service of Notices on Devisees and Personal Representatives: Notices required or desired to be given to any beneficiary or personal representative of a deceased owner may be delivered either personally or by mail to such party at his/her/its address appearing in the records of the Court where the deceased owner's estate is being administered.

14.04 Covenants to Run with Land: All covenants created in this Declaration or as defined in any subsequent conveyance shall run with the land.

14.05 Non-Waiver of Covenants: No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce them, irrespective of the number of violations or breaches which may occur or of any time lapse.

14.06 Waiver of Damages: Neither the Declarant, nor its representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to this Declaration, or in the Declarant's capacity as developer, contractor, owner, manager, or seller of the Property, whether or not such claim (a) shall be asserted by the owner, occupant, the Board, or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in case of gross negligence) ex delictu.

14.07 Amendments to Declaration: The provisions of Article III, Article IV, Article VII, and Section 14.07 of this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, all of the owners, and all mortgagees having liens of record against unit ownership. Other provisions of this Declaration (except Section 14.06, which may never be changed without written consent of the Declarant), may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, the owners having a least three-fourths (3/4) of the total vote, and containing an affidavit by an officer of the Board certifying that a copy of

the change, modification, or rescission shall be effective upon recording of such instrument in the office of the Register of Deeds of Jefferson County, Wisconsin; provided, however, that no provision in this Declaration may be changed, modified, or rescinded so as to conflict with the provisions of the ACT.

14.08 Severability: The invalidity of any provision of this Declaration shall not impair nor affect the validity, enforceability, or effect of the rest of this Declaration.

14.09 Perpetuities and Restraints on Alienation: If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void or a violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of William Jefferson Clinton.

14.10 Interpretation of Declaration: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium residential development. In the event of any controversy arising under this Declaration, it shall be submitted to arbitration under the laws of the State of Wisconsin, as a prerequisite to the commencement of any legal proceeding. The arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting the matter at issue, and one by the two arbitrators chosen. The arbitrator(s) shall determine the controversy in accordance with the laws of the State of Wisconsin. The expense of the arbitration proceeding shall be borne by the losing party. All arbitration proceedings hereunder shall be conducted in Jefferson County, Wisconsin.

14.11 Indemnity to Board Members: The Board members and its Officers shall not be liable to the unit owners for any mistake in judgment or any acts or omissions made in good faith as members or officers.

14.12 Service of Process: All legal notices and service of process shall initially be served upon Lexington Court, LLC, %Dwaine R. Sievers, 201 Commerce Avenue, Cambridge, Wisconsin 53523. The unit owners shall designate successors as required by the ACT.

IN WITNESS WHEREOF, Lexington Court, LLC, by Dwaine R. Sievers, Member, has caused this to be signed this 13th day of October, 1999.

LEXINGTON COURT, LLC

By _____
DWAINE R. SIEVERS, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

Personally came before me this 13th day of October, 1999, DWAINE R. SIEVERS, to me known to be the person who executed the foregoing instrument.

Mark T. Olm
MARK T. OLM
My Commission is permanent.



This Instrument Drafted By:
MARK T. OLM of
OLM & ASSOCIATES
State Bar No. 01011001
162 West Main Street
PO Box 37
Whitewater, WI 53190-0037
(414) 473-1819

1040282

Document Number

FIRST AMENDMENT TO CONDOMINIUM DECLARATION

VOL 1157 PAGE 045

RECEIVED FOR RECORD
at 9:15 o'clock A M

JUL 25 2000

Register of Deeds
Jefferson County, WI

PHASE I CONDOMINIUM PLAT
LEXINGTON COURTS CONDOMINIUM PLAT
RANGITA STREET, RAVEEN STREET AND SHAH AVENUE,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN

Record this document with the Register of Deeds

Name and Return Address:

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

226-0614-3243-010
(Parcel Identification Number)

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR LEXINGTON COURTS CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION is made and entered into by LEXINGTON COURT, LLC, "Declarant";

Declarant is the owner in fee simple of the following described real estate located in the City of Fort Atkinson, Jefferson County, Wisconsin, hereby amends the legal description to the property to include an expansion area in the Declaration:

Part of Jefferson County Certified Survey Map number 3856, also being part of the SW 1/4 of the SE 1/4 of Section 32, T6N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Beginning at the Northwest corner of Jefferson County Certified Survey Map number 3856; thence S83°28'43"E, along the North line thereof, 271.77 feet; thence N84°29'41"E, along aforesaid North line, 186.08 feet; thence S31°41'34"E, 213.17 feet to the Southeast Corner of aforesaid Certified Survey Map; thence N77°17'30"W along the South line of said Certified Survey Map, 76.36 feet to a point of curvature of a curve to the left, said curve having a central angle of 12°42'30" and a radius of 330.00 feet, the long chord of which bears N83°38'45"W, 73.04 feet; thence Northwesterly along the arc of said curve and said South line, 73.20 feet to its point of tangency thereof; thence S90°00'00"W along aforesaid South line, 104.84 feet; thence N00°00'00"W, 143.01 feet to the North line of aforesaid Certified Survey Map; thence S84°29'41"W along said North line, 45.50 feet; thence continue along said North line N83°28'43"W, 162.06 feet; thence S00°00'00"E, 157.05 feet to the aforesaid South line of said Certified Survey Map; thence S90°00'00"W along said South line, 109.00 feet; thence N00°00'00"E, 169.50 feet to the point of beginning. The above described containing 1.092 acres or 47,546 square feet.

TOGETHER WITH THE FOLLOWING:

Part of Jefferson County Certified Survey Map number 3933, also being part of the SW 1/4 of the SE 1/4 of Section 32, T6N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Beginning at the Northeast corner of Jefferson County Certified Survey Map number 3933; thence S12°32'15"W, along the East line of said Certified Survey Map, 138.82 feet to the Southeast corner thereof; thence S90°00'00"W along the South line of said Certified Survey Map, 205.91 feet; thence N00°00'00"E, 136.00 feet to the North line of aforesaid Certified Survey Map; thence N90°00'00"E along said North line, 219.79 feet to a point of curvature of a curve to the right, said curve having a central angle of 03°27'08" and a radius of 270.00 feet, the long chord of which bears S88°16'25"E, 16.27 feet; thence Southeasterly along the arc of said curve and said North line, 16.27 feet to its

point of tangency thereof and the point of beginning. The above described containing 0.690 acres or 30,058 square feet.

Declarant is the owner in fee simple of the following described real estate located in the City of Fort Atkinson, Jefferson County, Wisconsin, hereby amends the legal description of the expansion area of the property for the condominium to include the following described property in the Declaration: to include an expansion area in the Declaration:

AMENDED DESCRIPTION OF LAND RESERVED FOR EXPANSION:

Part of Jefferson County Certified Survey Map number 3933, also part of the SW 1/4 of the SE 1/4 of Section 32, T6N, R14E, City of Fort Atkinson, Jefferson Wisconsin more fully described as follows:

Beginning at the Southeast Corner of Lot 1, Jefferson County Certified Survey Map number 3933; thence S05°16'29W" along the East line of said Certified Survey Map, 136.97 feet to a point of curvature of a curve to the left, said curve having a central angle of 02°25'24" and a radius of 430.00 feet; the long chord of which bears N88°47'17"W, 18.19 feet; thence Northwesterly along the arc of said curve and the South line of aforesaid lot, 18.19 feet to its point of tangency thereof; thence continue S90°00'00"W along said South line, 534.90 feet to point of curvature of a curve to the right, said curve having a central angle of 12°43'09" and a radius of 470.00 feet, the long chord of which bears N83°38'27"W, 104.12 feet; thence Northwesterly along the arc of said curve and said South line, 104.34 feet to its point of tangency thereof; thence continue N77°16'51"W along aforesaid South line, 141.19 feet to the Southwest corner of said lot; thence N13°28'00"E along the West line of aforesaid lot, 234.99 feet to point of curvature of a curve to the left, said curve having a central angle of 04°37'49" and a radius of 840.00 feet, the long chord of which bears N11°09'05"E, 67.88 feet; thence Northeasterly along the arc of said curve and said West line, 67.88 feet to its point of tangency thereof and the Northeast corner of said lot; thence S75°31'52"E along the North line of said lot and its extension thereof, 221.18 feet to a point of curvature of a curve to the left, said curve having a central angle of 14°28'08" and a radius of 330.00 feet, the long chord of which bears S82°45'56"E, 83.11 feet; thence Southeasterly along the arc of said curve and the North line of Lot 1 Jefferson County Certified Survey Map number 3393, 83.34 feet to its point of tangency thereof; thence continue N90°00'00"E along said North line, 236.50 feet; thence S00°00'00"E, 136.00 feet to the South line of said lot; thence N90°00'00"E along said South line, 205.91 feet to the Southeast corner of said lot and the point of beginning. The above described containing 4.339 acres or 189,028 square feet.

Except as provided above and as otherwise provided in the attachments to the Declaration, the Declaration is hereby ratified and confirmed.

IN WITNESS WHEREOF, Lexington Court, LLC, by Dwaine R. Sievers, Member, has caused this to be signed this 24th day of July, 2000.

LEXINGTON COURT, LLC

By _____
DWAINE R. SIEVERS, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF ~~JEFFERSON~~ Walworth)

Personally came before me this 24th day of July, 2000, DWAINE R. SIEVERS, to me known to be the person who executed the foregoing instrument.

_____

My Commission ~~expires~~ is permanent

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

AMENDED EXHIBIT B

The percentage ownership vested in each Unit shall be subject to adjustment from time to time in accordance with the number of Units developed.

The initial percentage of ownership in common areas and pro-rata share of common expenses of the units is as follows:

UNIT NUMBER	PERCENTAGE OWNERSHIP
1505 Raveen Street	6.25%
1507 Raveen Street	6.25%
1506 Raveen Street	6.25%
1508 Raveen Street	6.25%
1511 Raveen Street	6.25%
1512 Raveen Street	6.25%
1513 Raveen Street	6.25%
1514 Raveen Street	6.25%
1518 Raveen Street	6.25%
1520 Raveen Street	6.25%
1524 Raveen Street	6.25%
1526 Raveen Street	6.25%
613 Shah Avenue	6.25%
615 Shah Avenue	6.25%
621 Shah Avenue	6.25%
623 Shah Avenue	6.25%

The percentage ownership formula is that each unit has an equal, undivided interest in the common elements.

Document Number

SECOND AMENDMENT TO CONDOMINIUM DECLARATION

PHASE II CONDOMINIUM PLAT
LEXINGTON COURTS CONDOMINIUM PLAT
RANGITA STREET, RAVEEN STREET AND SHAH AVENUE,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN

Record this document with the Register of Deeds

Name and Return Address:

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

226-0614-3243-016
(Parcel Identification Number)

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR LEXINGTON COURTS CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION is made and entered into by LEXINGTON COURT, LLC, "Declarant";

Declarant is the owner in fee simple of the following described real estate located in the City of Fort Atkinson, Jefferson County, Wisconsin, hereby amends the legal description to the property:

Part of Jefferson County Certified Survey Map number 3933, also being part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Commencing at the Southeast corner of Jefferson County Certified Survey Map Number 3933; thence S90°00'00"W, 205.91 feet to the point of beginning; thence continue S90°00'00"W, 105.57 feet; thence N00°00'00"E, 136.00 feet to the South line of Raveen Street; thence N90°00'00"E along said South line, 105.57 feet; thence S00°00'00"E, 136.00 feet to the point of beginning.

TOGETHER WITH THE FOLLOWING:

Part of Jefferson County Certified Survey Map number 3856, also being part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Beginning at the Northwest corner of Jefferson County Certified Survey Map number 3856; thence S83°28'43"E, 109.71 feet; thence S00°00'00"E, 157.06 feet to the North line of Raveen Street; thence S90°00'00"W, along said South line, 109.00 feet; thence N00°00'00"E, 169.50 feet to the place of beginning.

Declarant is the owner in fee simple of the following described real estate located in the City of Fort Atkinson, Jefferson County, Wisconsin, and hereby amends the legal description of the expansion area of the property for the condominium to include the following described property in the Declaration:

AMENDED DESCRIPTION OF LAND RESERVED FOR EXPANSION:

Lot 1 Jefferson County Certified Survey Map Number 4017 and part of Jefferson County Certified Survey Map number 3933, being further located in part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson Wisconsin more fully described as follows:

Beginning at the Northeast Corner of Lot 1, Jefferson County Certified Survey Map number 4017; thence S05°16'29"W along the East line of said Certified Survey Map, 136.96 feet to a point of curvature of a curve to the left, said curve having a central angle of 02°25'24" and a radius of 430.00 feet, the long chord of which bears N88°47'17"W, 18.19 feet; thence Northwesterly along the arc of said curve and the South line of aforesaid lot, 18.19 feet to its point of tangency thereof; thence continue S90°00'00"W along said South line, 534.90 feet to a point of curvature of a curve to the right, said curve having a central angle of 12°43'09" and a radius of 470.00 feet, the long chord of which bears N83°38'26"W, 104.12 feet; thence Northwesterly along the arc of said curve and said South line, 104.34 feet to its point of tangency thereof; thence continue N77°16'51"W along aforesaid South line, 141.19 feet to the Southwest corner of said lot; thence N13°28'00"E along the West line of aforesaid lot, 230.61 feet to a point of curvature of a curve to the right, said curve having a central angle of 16°58'39" and a radius of 235.50 feet, the long chord of which bears N21°57'20"E, 69.53 feet; thence Northeasterly along the arc of said curve and said West line, 69.78 feet to its point of tangency thereof and the point of reverse curvature of a curve to the left, said curve having a central angle of 00°36'09" and a radius of 315.50 feet, the long chord of which bears N30°08'39"E, 3.32 feet; thence Northeasterly along the arc of said curve and West line, 3.32 feet to the Northwest corner of said lot; thence S75°31'52"E along the North line of said lot and the South line of Raveen Street, 207.22 feet to the point of curvature of a curve to the left, said curve having a central angle of 14°28'08" and a radius of 330.00 feet, the long chord of which bears S82°45'56"E, 83.11 feet; thence Southeasterly along the arc of said curve and the South line of Raveen Street, 83.34 feet to its point of tangency thereof; thence continue N90°00'00"E along said South line, 130.93 feet; thence S00°00'00"E, 136.00 feet; thence N90°00'00"E 311.48 feet to the point of beginning.

Except as provided above and as otherwise provided in the attachments to the Declaration, the Declaration is hereby ratified and confirmed.

IN WITNESS WHEREOF, Lexington Court, LLC, by Dwaine R. Sievers, Member, has caused this to be signed this _____ day of February, 2001.

LEXINGTON COURT, LLC

By_____
DWAINE R. SIEVERS, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF JEFFERSON)

Personally came before me this ____ day of February, 2001, DWAINE R. SIEVERS, to me known to be the person who executed the foregoing instrument.

_____

My Commission expires _____.

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

AMENDED EXHIBIT B

The percentage ownership vested in each Unit shall be subject to adjustment from time to time in accordance with the number of Units developed.

The initial percentage of ownership in common areas and pro-rata share of common expenses of the units is as follows:

UNIT NUMBER	PERCENTAGE OWNERSHIP
1505 Raveen Street	5.5555%
1507 Raveen Street	5.5555%
1506 Raveen Street	5.5555%
1508 Raveen Street	5.5555%
1511 Raveen Street	5.5555%
1512 Raveen Street	5.5555%
1513 Raveen Street	5.5555%
1514 Raveen Street	5.5555%
1515 Raveen Street	5.5555%
1517 Raveen Street	5.5555%
1518 Raveen Street	5.5555%
1520 Raveen Street	5.5555%
1524 Raveen Street	5.5555%
1526 Raveen Street	5.5555%
613 Shah Avenue	5.5555%
615 Shah Avenue	5.5555%
621 Shah Avenue	5.5555%
623 Shah Avenue	5.5555%

The percentage ownership formula is that each unit has an equal, undivided interest in the common elements.

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR LEXINGTON COURTS CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION is made and entered into by LEXINGTON COURT, LLC, "Declarant";

Declarant is the owner in fee simple of the following described real estate (except for some individual units sold) located in the City of Fort Atkinson, Jefferson County, Wisconsin, hereby amends the legal description to the property:

Part of Jefferson County Certified Survey Map number 3933, also being part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Commencing at the Southeast corner of Jefferson County Certified Survey Map number 3933; thence S90°00'00"W, 311.48 feet to the point of beginning; thence continue S90°00'00"W, 230.52 feet; thence N76°32'00"W, 11.14 feet; thence N07°14'04"E, 147.51 feet to the South line of Raveen Street; thence S75°31'52"E along said South line 10 feet, to the point of curvature of a curve to the left, said curve having a central angle of 14°28'08" and a radius of 330.00 feet, the long chord of which bears S82°45'56"E, 83.11 feet; thence Southeasterly along the arc of said curve and the South line of Raveen Street, 83.34 feet to its point of tangency thereof; thence continue N90°00'00"E along said South line, 130.93 feet; thence S00°00'00"E, 136.00 feet to the point of beginning.

TOGETHER WITH THE FOLLOWING:

Part of Jefferson County Certified Survey Map number 3933, also being part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Commencing at the Southeast corner of Jefferson County Certified Survey Map Number 3933; thence S90°00'00"W, 205.91 feet to the point of beginning; thence continue S90°00'00"W, 105.57 feet; thence N00°00'00"E, 136.00 feet to the South line of Raveen Street; thence N90°00'00"E along said South line, 105.57 feet; thence S00°00'00"E, 136.00 feet to the point of beginning.

TOGETHER WITH THE FOLLOWING:

Part of Jefferson County Certified Survey Map number 3856, also being part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

1065537

Document Number

THIRD AMENDMENT TO CONDOMINIUM DECLARATION

VOL 1247 PAGE 164

RECEIVED FOR RECORD
at 11:35 o'clock A M

SEP 18 2001

Register of Deeds
Jefferson County, WI

PHASE II CONDOMINIUM PLAT
LEXINGTON COURTS CONDOMINIUM PLAT
RANGITA STREET, RAVEEN STREET AND SHAH AVENUE,
CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN

Record this document with the Register of Deeds

Name and Return Address:

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

226-0614-3243-016
(Parcel Identification Number)

Beginning at the Northwest corner of Jefferson County Certified Survey Map number 3856; thence S83°28'43"E, 109.71 feet; thence S00°00'00"E, 157.06 feet to the North line of Raveen Street; thence S90°00'00"W, along said South line, 109.00 feet; thence N00°00'00"E, 169.50 feet to the place of beginning.

Declarant is the owner in fee simple of the following described real estate located in the City of Fort Atkinson, Jefferson County, Wisconsin, and hereby amends the legal description of the expansion area of the property for the condominium to include the following described property in the Declaration:

AMENDED DESCRIPTION OF LAND RESERVED FOR EXPANSION:

Lot 1 Jefferson County Certified Survey Map Number 4017 and part of Jefferson County Certified Survey Map number 3933, being further located in part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson Wisconsin more fully described as follows:

Beginning at the Northeast Corner of Lot 1, Jefferson County Certified Survey Map number 4017; thence S05°16'29"W along the East line of said Certified Survey Map, 136.96 feet to a point of curvature of a curve to the left, said curve having a central angle of 02°25'24" and a radius of 430.00 feet, the long chord of which bears N88°47'17"W, 18.19 feet; thence Northwesterly along the arc of said curve and the South line of aforesaid lot, 18.19 feet to its point of tangency thereof; thence continue S90°00'00"W along said South line, 534.90 feet to a point of curvature of a curve to the right, said curve having a central angle of 12°43'09" and a radius of 470.00 feet, the long chord of which bears N83°38'26"W, 104.12 feet; thence Northwesterly along the arc of said curve and said South line, 104.34 feet to its point of tangency thereof; thence continue N77°16'51"W along aforesaid South line, 141.19 feet to the Southwest corner of said lot; thence N13°28'00"E along the West line of aforesaid lot, 230.61 feet to a point of curvature of a curve to the right, said curve having a central angle of 16°58'39" and a radius of 235.50 feet, the long chord of which bears N21°57'20"E, 69.53 feet; thence Northeasterly along the arc of said curve and said West line, 69.78 feet to its point of tangency thereof and the point of reverse curvature of a curve to the left, said curve having a central angle of 00°36'09" and a radius of 315.50 feet, the long chord of which bears N30°08'39"E, 3.32 feet; thence Northeasterly along the arc of said curve and West line, 3.32 feet to the Northwest corner of said lot; thence S75°31'52"E along the North line of said lot and the South line of Raveen Street, 197.22 feet; thence S07°14'04"W, 147.51 feet; thence S76°32'00"E, 11.14 feet; thence S90°00"00"E, 542.00 feet to the point of beginning.

Except as provided above and as otherwise provided in the attachments to the Declaration, the Declaration is hereby ratified and confirmed.

AMENDED EXHIBIT B

The percentage ownership vested in each Unit shall be subject to adjustment from time to time in accordance with the number of Units developed.

The initial percentage of ownership in common areas and pro-rata share of common expenses of the units is as follows:

UNIT NUMBER	PERCENTAGE OWNERSHIP
1505 Raveen Street	4.5454%
1507 Raveen Street	4.5454%
1506 Raveen Street	4.5454%
1508 Raveen Street	4.5454%
1511 Raveen Street	4.5454%
1512 Raveen Street	4.5454%
1513 Raveen Street	4.5454%
1514 Raveen Street	4.5454%
1515 Raveen Street	4.5454%
1517 Raveen Street	4.5454%
1518 Raveen Street	4.5454%
1519 Raveen Street	4.5454%
1520 Raveen Street	4.5454%
1521 Raveen Street	4.5454%
1524 Raveen Street	4.5454%
1525 Raveen Street	4.5454%
1526 Raveen Street	4.5454%
1527 Raveen Street	4.5454%
613 Shah Avenue	4.5454%
615 Shah Avenue	4.5454%
621 Shah Avenue	4.5454%
623 Shah Avenue	4.5454%

The percentage ownership formula is that each unit has an equal, undivided interest in the common elements.

ACKNOWLEDGMENT

STATE OF WISCONSIN
SS.
COUNTY OF ~~ROCK~~ DANE

Personally came before me this 18th day of September, 2001, the above named KRISTOPHER M. FREY of the First National Bank of Stoughton, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public ~~Rock~~ Dane County, Wisconsin.
My commission: November 11, 2001.

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

CONSENT OF MORTGAGEE

The First National Bank of Stoughton, a banking corporation, with offices in Stoughton ~~and Janesville~~, Wisconsin, and mortgagee named in five mortgages executed by Lexington Court, LLC to the First National Bank of Stoughton, the recording information of which follows, hereby consents to the execution and recording and filing of the Third Amendment to Declaration of Condominium, and hereby submits its mortgages to the provisions of the Declaration and the Condominium Ownership Act of Wisconsin, Chapter 703 Wisconsin Statutes.

The First National Bank of Stoughton holds one mortgage dated April 11, 2000 and recorded in the office of the Jefferson County Register of Deeds on April 12, 2000 in Volume 1144 of Records on Page 468 as Document Number 1035261; a second mortgage dated May 5, 2000 and recorded in the office of the Jefferson County Register of Deeds on May 12, 2000 in Volume 1148 of Records on Page 542 as Document Number 1036902; a third mortgage dated May 5, 2000 and recorded in the office of the Jefferson County Register of Deeds on May 12, 2000 in Volume 1148 of Records on Page 544 as Document Number 1036903; a fourth mortgage dated June 5, 2000 and recorded in the office of the Jefferson County Register of Deeds on June 6, 2000 in Volume 1151 of Records on Page 532 as Document Number 1038065; and a fifth mortgage dated June 5, 2000 and recorded in the office of the Jefferson County Register of Deeds on June 6, 2000 in Volume 1151 of Records on Page 534 as Document Number 1038066.

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

Dated and executed in STOUGHTON ~~Janesville~~, Wisconsin this 18th day of September, 2001.

FIRST NATIONAL BANK

By: Kristopher M. Frey VP.
KRISTOPHER M. FREY, V.P.

IN WITNESS WHEREOF, Lexington Court, LLC, by Dwaine R. Sievers, Member, has caused this to be signed this 18th day of September, 2001.

LEXINGTON COURT, LLC

By _____
DWAINE R. SIEVERS, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF JEFFERSON)

Personally came before me this 18th day of September, 2001, DWAINE R. SIEVERS, to me known to be the person who executed the foregoing instrument.

_____
Ann M Nottestad
My Commission expires 03/21/04.

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

1075488

Document Number

FOURTH AMENDMENT TO CONDOMINIUM DECLARATION

VOL 1293 PAGE 602

PHASE II CONDOMINIUM PLAT
LEXINGTON COURTS CONDOMINIUM PLAT
RANGITA STREET, CITY OF FORT ATKINSON, JEFFERSON COUNTY, WISCONSIN

RECEIVED FOR RECORD
at 8:00 o'clock A M

JAN 14 2002

Register of Deeds
Jefferson County, WI

Record this document with the Register of Deeds

Name and Return Address:

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

226-0614-3243-017
(Parcel Identification Number)

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR LEXINGTON COURTS CONDOMINIUM

THIS FOURTH AMENDMENT TO DECLARATION is made and entered into by LEXINGTON COURTS, LLC, "Declarant";

Declarant is the owner in fee simple of the following described real estate (except for some individual units sold) located in the City of Fort Atkinson, Jefferson County, Wisconsin, hereby amends the legal description to the property:

Part of Jefferson County Certified Survey Map number 3933, also being part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Commencing at the Southeast corner of Jefferson County Certified Survey Map number 3933; thence S90°00'00"W, 311.48 feet to the point of beginning; thence continue S90°00'00"W, 230.52 feet; thence N76°32'00"W, 11.14 feet; thence N07°14'04"E, 147.51 feet to the South line of Raveen Street; thence S75°31'52"E along said South line 10 feet, to the point of curvature of a curve to the left, said curve having a central angle of 14°28'08" and a radius of 330.00 feet, the long chord of which bears S82°45'56"E, 83.11 feet; thence Southeasterly along the arc of said curve and the South line of Raveen Street, 83.34 feet to its point of tangency thereof; thence continue N90°00'00"E along said South line, 130.93 feet; thence S00°00'00"E, 136.00 feet to the point of beginning.

TOGETHER WITH THE FOLLOWING:

Part of Jefferson County Certified Survey Map number 3933, also being part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Commencing at the Southeast corner of Jefferson County Certified Survey Map Number 3933; thence S90°00'00"W, 205.91 feet to the point of beginning; thence continue S90°00'00"W, 105.57 feet; thence N00°00'00"E, 136.00 feet to the South line of Raveen Street; thence N90°00'00"E along said South line, 105.57 feet; thence S00°00'00"E, 136.00 feet to the point of beginning.

TOGETHER WITH THE FOLLOWING:

Part of Jefferson County Certified Survey Map number 3856, also being part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Beginning at the Northwest corner of Jefferson County Certified Survey Map number 3856; thence S83°28'43"E, 109.71 feet; thence S00°00'00"E, 157.06 feet to the North line of Raveen Street; thence S90°00'00"W, along said South line, 109.00 feet; thence N00°00'00"E, 169.50 feet to the place of beginning.

TOGETHER WITH THE FOLLOWING:

Part of Jefferson County Certified Survey Map number 4017, also being part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Beginning at the Southwest corner of Jefferson County Certified Survey Map number 4017; thence N13°29'00"E, 152.50 feet; thence S76°32'00"E, 235.84 feet; thence N90°00'00"E, 181.47 feet; thence S00°00'00"E, 136.00 feet to the North line of Rangita Street; thence S90°00'00"W along said North line 111.36 feet; thence N09°08'35"E, 137.75 feet; thence S90°00'00"W, 92.00 feet; thence N76°32'00"W, 108.47 feet; thence S12°43'09"W, 150.82 feet to the North line of Rangita Street; thence N77°16'51"W along said North line to the point of beginning.

Declarant is the owner in fee simple of the following described real estate located in the City of Fort Atkinson, Jefferson County, Wisconsin, and hereby amends the legal description of the expansion area of the property for the condominium to include the following described property in the Declaration:

AMENDED DESCRIPTION OF LAND RESERVED FOR EXPANSION:

Part of Lot 1 Jefferson County Certified Survey Map Number 4017 and part of Jefferson County Certified Survey Map number 3933, being further located in part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson Wisconsin more fully described as follows:

Beginning at the Northeast Corner of Lot 1, Jefferson County Certified Survey Map number 4017; thence S05°16'29"W along the East line of said Certified Survey Map, 136.96 feet to a point of curvature of a curve to the left, said curve having a central angle of 02°25'24" and a radius of 430.00 feet, the long chord of which bears N88°47'17"W, 18.19 feet; thence Northwesterly along the arc of said curve and the North line of Rangita Street, 18.19 feet to its point of tangency thereof; thence continue S 90°00'00"W along said North line, 329.76 feet thence N00°00'00"W, 136.00 feet; thence N90°00'00"E, 360.53 feet and the point of beginning.

TOGETHER WITH THE FOLLOWING

Commencing at the Southwest corner of Jefferson County Certified Survey Map number 4017; thence N13°28'00"E, 152.50 feet to the point of beginning, thence continue N13°28'00"E, 78.11 feet along the West line of aforesaid lot to a point of curvature of a curve

to the right, said curve having a central angle of 16°58'39" and a radius of 235.50 feet, the long chord of which bears N21°57'20"E, 69.53 feet; thence Northeasterly along the arc of said curve and said West line, 69.78 feet to its point of tangency thereof and the point of reverse curvature of a curve to the left, said curve having a central angle of 00°36'09" and a radius of 315.50 feet, the long chord of which bears N30°08'39"E, 3.32 feet; thence Northeasterly along the arc of said curve and West line, 3.32 feet to the Northwest corner of said lot; thence S75°31'52"E, 197.22 feet; thence S07°14'04"W, 147.51; thence 76°32'00"E, 11.14 feet; thence N90°00'00"E, 92.00 feet; thence S09°08'35"W, 137.75 feet to the North line of Rangita Street; thence S90°00'00W, 93.78 feet to a point of curvature of a curve to the right said curve having a central angle of 12°43'09" and a Radius of 470.00 feet; the long chord of which bears N83°38'26"W, 104.12 feet; thence Northwesterly along the arc of said curve and said North line, 104.34 feet to its point of tangency thereof; thence continue N77°16'51"W along said North line, 11.84 feet; thence N12°43'09"E, 150.82 feet; thence N76°32'00"W, 127.37 feet to the point of beginning.

Except as provided above and as otherwise provided in the attachments to the Declaration, the Declaration is hereby ratified and confirmed.

IN WITNESS WHEREOF, Lexington Courts, LLC, by Dwaine R. Sievers, Member, has caused this to be signed this 11th day of January, 2002.

LEXINGTON COURTS, LLC

By _____
DWAINE R. SIEVERS, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF JEFFERSON)

Personally came before me this 11th day of January, 2002, DWAINE R. SIEVERS, to me known to be the person who executed the foregoing instrument.

_____
My Commission expires 03/24/04.

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

AMENDED EXHIBIT B

The percentage ownership vested in each Unit shall be subject to adjustment from time to time in accordance with the number of Units developed.

The initial percentage of ownership in common areas and pro-rata share of common expenses of the units is as follows:

UNIT NUMBER	PERCENTAGE OWNERSHIP
1505 Raveen Street	3.8461%
1507 Raveen Street	3.8461%
1506 Raveen Street	3.8461%
1508 Raveen Street	3.8461%
1511 Raveen Street	3.8461%
1512 Raveen Street	3.8461%
1513 Raveen Street	3.8461%
1514 Raveen Street	3.8461%
1515 Raveen Street	3.8461%
1517 Raveen Street	3.8461%
1518 Raveen Street	3.8461%
1519 Raveen Street	3.8461%
1520 Raveen Street	3.8461%
1521 Raveen Street	3.8461%
1524 Raveen Street	3.8461%
1525 Raveen Street	3.8461%
1526 Raveen Street	3.8461%
1527 Raveen Street	3.8461%
613 Shah Avenue	3.8461%
615 Shah Avenue	3.8461%
621 Shah Avenue	3.8461%
623 Shah Avenue	3.8461%
1524 Rangita Street	3.8461%
1526 Rangita Street	3.8461%
1550 Rangita Street	3.8461%
1564 Rangita Street	3.8461%

The percentage ownership formula is that each unit has an equal, undivided interest in the common elements.

CONSENT OF MORTGAGEE

The First National Bank of Stoughton, a banking corporation, Stoughton, Wisconsin, and mortgagee named in five mortgages executed by Lexington Courts, LLC to the First National Bank of Stoughton, the recording information of which follows, hereby consents to the execution and recording and filing of the Fourth Amendment to Declaration of Condominium, and hereby submits its mortgages to the provisions of the Declaration and the Condominium Ownership Act of Wisconsin, Chapter 703 Wisconsin Statutes.

The First National Bank of Stoughton holds one mortgage dated April 11, 2000 and recorded in the office of the Jefferson County Register of Deeds on April 12, 2000 in Volume 1144 of Records on Page 468 as Document Number 1035261; a second mortgage dated May 5, 2000 and recorded in the office of the Jefferson County Register of Deeds on May 12, 2000 in Volume 1148 of Records on Page 542 as Document Number 1036902; a third mortgage dated May 5, 2000 and recorded in the office of the Jefferson County Register of Deeds on May 12, 2000 in Volume 1148 of Records on Page 544 as Document Number 1036903; a fourth mortgage dated June 5, 2000 and recorded in the office of the Jefferson County Register of Deeds on June 6, 2000 in Volume 1151 of Records on Page 532 as Document Number 1038065; and a fifth mortgage dated June 5, 2000 and recorded in the office of the Jefferson County Register of Deeds on June 6, 2000 in Volume 1151 of Records on Page 534 as Document Number 1038066.

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

Dated and executed in Stoughton, Wisconsin this 11th day of January, 2002.

FIRST NATIONAL BANK

By: _____, V.P.
KRISTOPHER M. FREY, V.P.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
SS)
COUNTY OF DANE)

Personally came before me this 11th day of January, 2002, the above named KRISTOPHER M. FREY of the First National Bank of Stoughton, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public Dane County, Wisconsin.
My commission: November 6, 2005.

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

EXHIBIT B

The percentage ownership vested in each Unit shall be subject to adjustment from time to time in accordance with the number of Units developed.

The initial percentage of ownership in common areas and pro-rata share of common expenses of the units is as follows:

UNIT NUMBER	PERCENTAGE OWNERSHIP
1500 Raveen Street	7.14 %
1502 Raveen Street	7.14 %
1506 Raveen Street	7.14 %
1508 Raveen Street	7.14 %
1512 Raveen Street	7.14 %
1514 Raveen Street	7.14 %
1518 Raveen Street	7.14 %
1520 Raveen Street	7.14 %
1524 Raveen Street	7.14 %
1526 Raveen Street	7.14 %
613 Shah Avenue	7.14 %
625 Shah Avenue	7.14 %
621 Shah Avenue	7.14 %
623 Shah Avenue	7.14 %

The percentage ownership formula is that each unit has an equal, undivided interest in the common elements.

CONSENT OF MORTGAGEE

The First National Bank of Stoughton, a banking corporation, with offices in Stoughton ~~and Janesville~~, Wisconsin, and mortgagee named in five mortgages executed by Lexington Court, LLC to the First National Bank of Stoughton, the recording information of which follows, hereby consents to the execution and recording and filing of the First Amendment to Declaration of Condominium, and hereby submits its mortgages to the provisions of the Declaration and the Condominium Ownership Act of Wisconsin, Chapter 703 Wisconsin Statutes.

The First National Bank of Stoughton holds one mortgage dated April 11, 2000 and recorded in the office of the Jefferson County Register of Deeds on April 12, 2000 in Volume 1144 of Records on Page 468 as Document Number 1035261; a second mortgage dated May 5, 2000 and recorded in the office of the Jefferson County Register of Deeds on May 12, 2000 in Volume 1148 of Records on Page 542 as Document Number 1036902; a third mortgage dated May 5, 2000 and recorded in the office of the Jefferson County Register of Deeds on May 12, 2000 in Volume 1148 of Records on Page 544 as Document Number 1036903; a fourth mortgage dated June 5, 2000 and recorded in the office of the Jefferson County Register of Deeds on June 6, 2000 in Volume 1151 of Records on Page 532 as Document Number 1038065; and a fifth mortgage dated June 5, 2000 and recorded in the office of the Jefferson County Register of Deeds on June 6, 2000 in Volume 1151 of Records on Page 534 as Document Number 1038066.

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

Dated and executed in ~~Janesville,~~ STOUGHTON Wisconsin this 24th day of July, 2000.

FIRST NATIONAL BANK

By: _____, V.P.
KRISTOPHER M. FREY, V.P.

ACKNOWLEDGMENT

STATE OF WISCONSIN
SS.
COUNTY OF ~~Rock~~ Dane

Personally came before me this 24 day of July, 2000, the above named KRISTOPHER M. FREY of the First National Bank of Stoughton, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Janice A. Wenander

Notary Public ~~Rock~~ Dane County, Wisconsin.
My commission: November 11, 2001.

Sec. 181.0202
Wis. Stats.

State of Wisconsin
Department of Financial Institutions

COPY For use on and after 1 JAN 1999

ARTICLES OF INCORPORATION (Nonstock Corporation)

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Article 1. Name of the corporation: LEXINGTON COURTS CONDOMINIUM OWNERS ASSOCIATION, INC.

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: DWAINE R SIEVERS

Article 4. Street address of the initial registered office:
(The complete address, including street and number, if assigned, and ZIP code. PO Box address may be included as part of the address, but is insufficient alone.)
201 COMMERCE AVENUE
CAMBRIDGE WI 53523

Article 5. Mailing address of the initial principal office:

201 Commerce Avenue, Cambridge, WI 53523

Article 6. (Select and mark (X) one of the statements below)

(XX) The corporation will have members. OR ( ) The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

DWAINE R. SIEVERS
201 COMMERCE AVENUE
CAMBRIDGE, WI 53523

ODETTE M. KETTER
420 ARMENIA STREET
FORT ATKINSON, WI 53538

LINDA PETERSON
1121 KOSHKONONG ROAD
CAMBRIDGE, WI 53523

FILING FEE - $35.00 See instructions, suggestions, and procedures on following pages.

(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:

To provide for the harmonious, beneficial, property use and conduct of the condominium property and all condominium units.

Article 9. Name and complete address of each incorporator:

MARK T OLM
OLM & ASSOCIATES
162 WEST MAIN STREET
PO BOX 37
WHITEWATER WI 53190-0037

Mark T. Olm

Incorporator's signature

Incorporator's signature

This document was drafted by MARK T OLM of OLM & ASSOCIATES
(name of the individual who drafted the document)

ARTICLES OF INCORPORATION (Ch. 181, Nonstock)

ATTORNEY MARK T OLM
OLM & ASSOCIATES
162 WEST MAIN STREET
PO BOX 37
WHITEWATER WI 53190-0037

Please indicate here where you would like the acknowledgment copy of the filed document sent. Please include complete name and mailing address.

Your phone number during the day: (262) 473 - 1819

INSTRUCTIONS (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to the Department of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a FILING FEE of $35.00, payable to the department. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave, 3rd Floor, Madison WI, 53703). The original must include an original manual signature, per sec. 181.0120(2), Wis. Stats. This document can be made available in alternate formats upon request to qualifying individuals with disabilities. Upon filing, the information in this document becomes public and might be used for purposes other than that for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. The preprinted text of this form does not represent every option available under law. Refer to Ch. 181 of the Wisconsin Statutes for additional information.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, indicate it here:

_____

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin. PO Box addresses may be included as part of the address, but are insufficient alone. The corporation may not name itself as its own registered agent.

Article 5. The articles of incorporation must set forth the address of the corporation's principal office. "Principal office" means the office, whether in or outside Wisconsin, in which are located its principal executive offices.

Article 6. Select and check the appropriate box in article 5 to indicate if the corporation will or will not have members. A "member" means a person who has membership rights in a corporation in accordance with its articles of incorporation or bylaws.

Articles 7 & 8. These articles (or others you may wish to add) are provided for optional information that you may elect to include, such as the name and address of the initial directors, a purposes clause, tax-exempt provisions, etc.

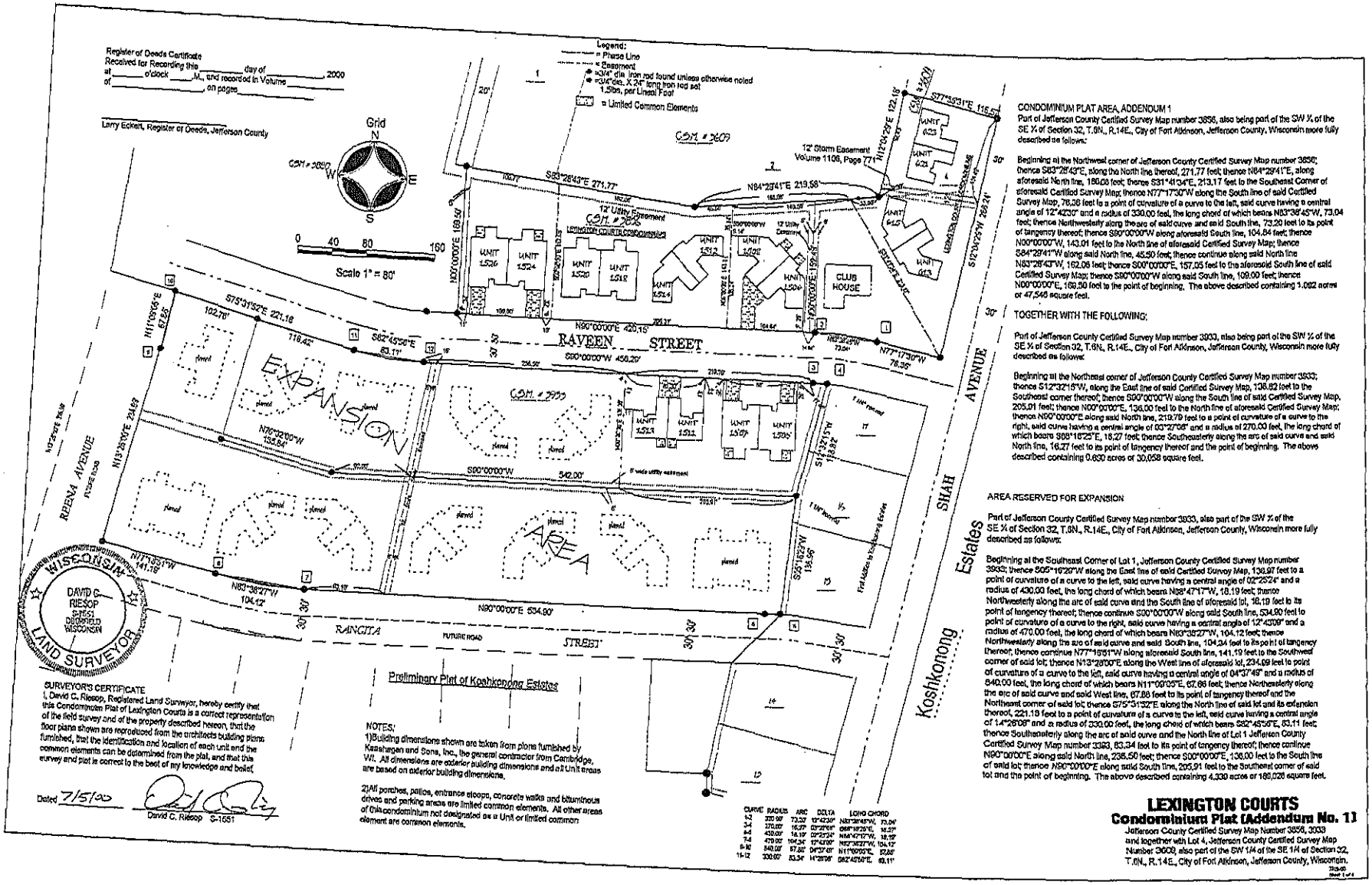
Article 9. Set forth the name and complete address of each incorporator. There may be one or more incorporators. All incorporators must be named.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner.

Lexington Courts Retirement Community
Condominiums

Annual Budget

Insurance @ $245.00 per unit x 14 units	$3,430.00
Snow Removal @ $25.00 per unit per unit per snowfall x 7 snowfalls	$2,450.00
Mowing and grounds maintenance @ $40.00 per unit x 9 months	$5,040.00
Total Budget	$10,920.00
Total Cost per month	$910.00
Total Cost per unit	**$65.00**
To Reserve Account	10.00
Monthly Maintenance Fee	75.00



SURVEYOR'S CERTIFICATE

I, David C. Riesop, Registered Land Surveyor, hereby certify that this Condominium Plat of Lexington Courts is a correct representation of the field survey and of the property described hereon, that the floor plans shown are reproduced from the architects building plans furnished, that the identification and location of each unit and the common elements can be determined from the plat, and that this survey and plat is correct to the best of my knowledge and belief.

Dated 7/5/00

David C. Riesop S-1651

NOTES:

1)Building dimensions shown are taken from plans furnished by Kaukingen and Sons, Inc., the general contractor from Cambridge, WI. All dimensions are exterior building dimensions and all Unit areas are based on exterior building dimensions.

2)All porches, patios, entrance stoops, concrete walks and bituminous drives and parking areas are limited common elements. All other areas of this condominium not designated as a Unit or limited common element are common elements.

CURVE	RADIUS	ARC	DELTA	LONG CHORD
1-2	330.00'	73.33'	12°43'39"	N83°38'48"W, 73.04'
2-3	370.00'	16.27'	02°31'01"	S88°16'26"E, 16.27'
3-4	430.00'	14.19'	01°53'24"	N84°42'12"W, 14.19'
7-8	470.00'	104.34'	12°43'09"	N83°38'27"W, 104.12'
9-10	540.00'	67.86'	04°37'49"	N11°09'05"E, 67.86'
11-12	330.00'	83.34'	14°28'06"	S82°45'56"E, 83.11'

CONDOMINIUM PLAT AREA, ADDENDUM 1

Part of Jefferson County Certified Survey Map number 3856, also being part of the SW ¼ of the SE ¼ of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Beginning at the Northwest corner of Jefferson County Certified Survey Map number 3856; thence S83°28'43"E, along the North line thereof, 271.77 feet; thence N84°29'41"E, along aforesaid North line, 156.06 feet; thence S31°41'34"E, 213.17 feet to the Southeast Corner of aforesaid Certified Survey Map; thence N77°17'30"W along the South line of said Certified Survey Map, 78.06 feet to a point of curvature of a curve to the left, said curve having a central angle of 12°42'00" and a radius of 330.00 feet, the long chord of which bears N83°38'45"W, 73.04 feet; thence Northwesterly along the arc of said curve and said South line, 73.20 feet to its point of tangency thereof; thence S89°00'00"W along aforesaid South line, 104.84 feet; thence N00°00'00"W, 143.01 feet to the North line of aforesaid Certified Survey Map; thence S84°28'41"W along said North line, 45.50 feet; thence continue along said North line N83°28'43"W, 162.06 feet; thence S00°00'00"E, 157.05 feet to the aforesaid South line of said Certified Survey Map; thence S89°00'00"W along said South line, 109.00 feet; thence N00°00'00"E, 169.50 feet to the point of beginning. The above described containing 1.092 acres or 47,546 square feet.

TOGETHER WITH THE FOLLOWING:

Part of Jefferson County Certified Survey Map number 3933, also being part of the SW ¼ of the SE ¼ of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Beginning at the Northeast corner of Jefferson County Certified Survey Map number 3933; thence S12°32'15"W, along the East line of said Certified Survey Map, 138.82 feet to the Southeast corner thereof; thence S90°00'00"W along the South line of said Certified Survey Map, 205.01 feet; thence N00°00'00"E, 136.00 feet to the North line of aforesaid Certified Survey Map; thence N90°00'00"E along said North line, 219.79 feet to a point of curvature of a curve to the right, said curve having a central angle of 03°27'06" and a radius of 270.00 feet, the long chord of which bears S88°18'25"E, 16.27 feet; thence Southeasterly along the arc of said curve and said North line, 16.27 feet to its point of tangency thereof and the point of beginning. The above described containing 0.630 acres or 30,058 square feet.

AREA RESERVED FOR EXPANSION

Part of Jefferson County Certified Survey Map number 3933, also part of the SW ¼ of the SE ¼ of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

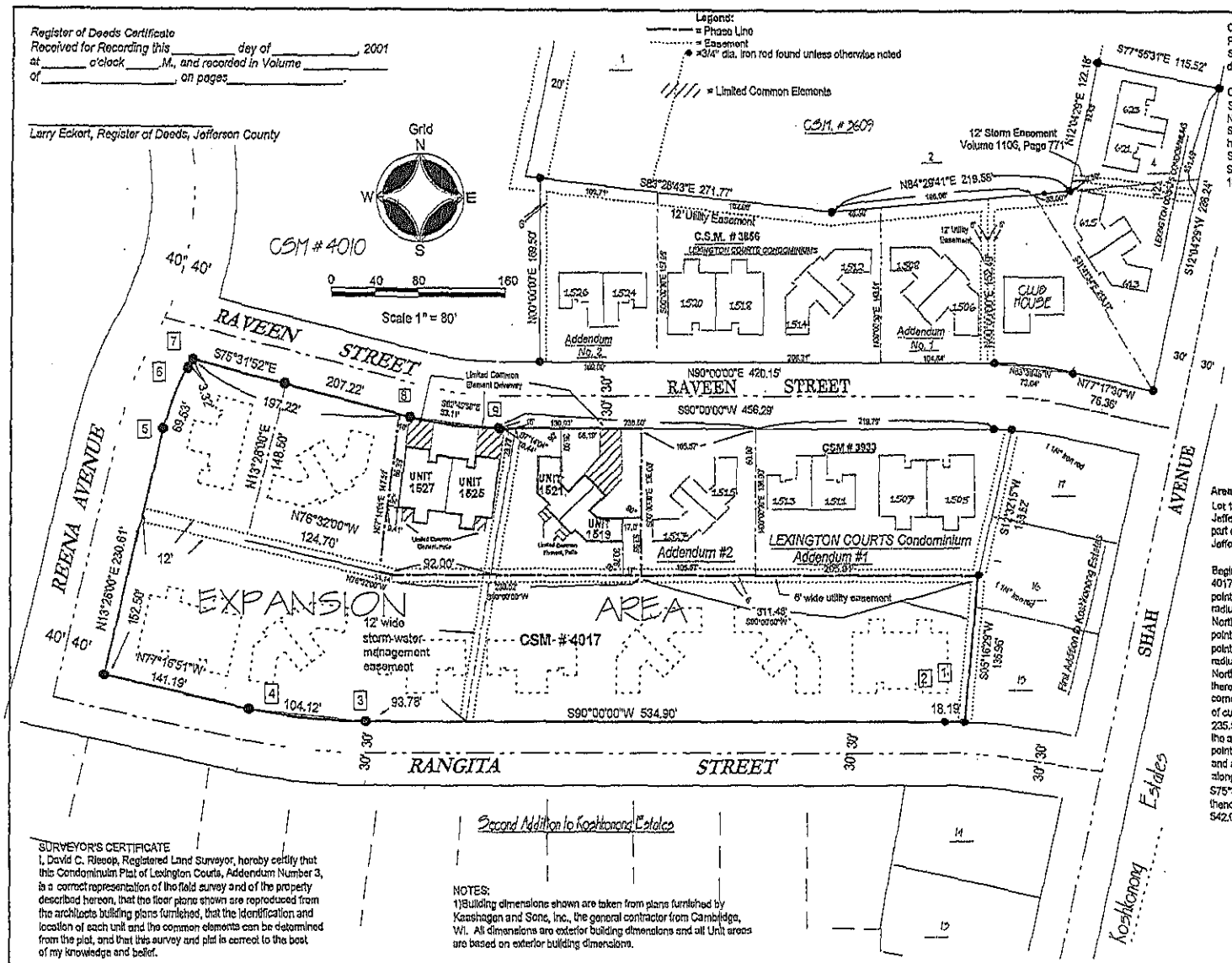
Beginning at the Southeast Corner of Lot 1, Jefferson County Certified Survey Map number 3933; thence S05°16'26"W along the East line of said Certified Survey Map, 136.97 feet to a point of curvature of a curve to the left, said curve having a central angle of 02°25'24" and a radius of 430.00 feet, the long chord of which bears N84°47'17"W, 18.19 feet; thence Northwesterly along the arc of said curve and the South line of aforesaid lot, 18.19 feet to its point of tangency thereof; thence continue S90°00'00"W along said South line, 534.90 feet to point of curvature of a curve to the right, said curve having a central angle of 12°43'09" and a radius of 470.00 feet, the long chord of which bears N83°38'27"W, 104.12 feet; thence Northwesterly along the arc of said curve and said South line, 104.34 feet to its point of tangency thereof; thence continue N77°16'51"W along aforesaid South line, 141.19 feet to the Southwest corner of said lot; thence N13°28'00"E along the West line of aforesaid lot, 234.09 feet to point of curvature of a curve to the left, said curve having a central angle of 04°37'49" and a radius of 540.00 feet, the long chord of which bears N11°09'05"E, 67.86 feet; thence Northeasterly along the arc of said curve and said West line, 67.86 feet to its point of tangency thereof and the Northeast corner of said lot; thence S75°31'52"E along the North line of said lot and its extension thereof, 221.18 feet to a point of curvature of a curve to the left, said curve having a central angle of 14°28'06" and a radius of 330.00 feet, the long chord of which bears S82°45'56"E, 83.11 feet; thence Southeasterly along the arc of said curve and the North line of Lot 1 Jefferson County Certified Survey Map number 3933, 83.34 feet to its point of tangency thereof; thence continue N90°00'00"E along said North line, 236.50 feet; thence S00°00'00"E, 136.00 feet to the South line of said lot; thence N90°00'00"E along said South line, 205.91 feet to the Southeast corner of said lot and the point of beginning. The above described containing 4.330 acres or 188,628 square feet.

LEXINGTON COURTS
Condominium Plat (Addendum No. 1)

Jefferson County Certified Survey Map Number 3856, 3933 and together with Lot 4, Jefferson County Certified Survey Map Number 3609, also part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin.

Register of Deeds Certificate
Received for Recording this _____ day of _____, 2001
at _____ o'clock _____.M., and recorded in Volume _____
of _____, on pages _____.

Larry Eckart, Register of Deeds, Jefferson County



Condominium Plat Area, Addendum Number 3
Part of Jefferson County Certified Survey Map number 3933, also being part of the SW ¼ of the SE ¼ of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Commencing at the Southeast corner of Jefferson County Certified Survey Map number 3933; thence S90°00'00"W, 311.48 feet to the point of beginning; thence continue S90°00'00"W, 230.52 feet; thence N75°32'00"W, 11.14 feet; thence N07°14'04"E, 147.51 feet to the South line of Raveen Street; thence S75°31'52"E along said South line 10 feet, to the point of curvature of a curve to the left, said curve having a central angle of 14°26'08" and a radius of 330.00 feet, the long chord of which bears S82°45'56"E, 83.11 feet; thence Southeasterly along the arc of said curve and the South line of Raveen Street, 83.34 feet to its point of tangency thereof; thence continue N90°00'00"E along said South line, 130.93 feet; thence S00°00'00"E, 136.00 feet to the point of beginning.

WISCONSIN
DAVID C. RIESOP
S-1551
DEERFIELD
WISCONSIN
LAND SURVEYOR
9/13/01

VOL 12 47 PAGE 169

Area reserved for expansion
Lot 1 Jefferson County Certified Survey Map Number 4017 and part of Jefferson County Certified Survey Map number 3933, being further located in part of the SW ¼ of the SE ¼ of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Beginning at the Northeast Corner of Lot 1, Jefferson County Certified Survey Map number 4017; thence S05°16'29"W along the East line of said Certified Survey Map, 135.95 feet to a point of curvature of a curve to the left, said curve having a central angle of 02°25'24" and a radius of 430.00 feet, the long chord of which bears N86°47'17"W, 18.19 feet; thence Northwesterly along the arc of said curve and the South line of aforesaid lot, 18.19 feet to its point of tangency thereof; thence continue S90°00'00"W along said South line, 534.90 feet to a point of curvature of a curve to the right, said curve having a central angle of 12°43'09" and a radius of 470.00 feet, the long chord of which bears N83°38'26"W, 104.12 feet; thence Northwesterly along the arc of said curve and said South line, 104.34 feet to its point of tangency thereof; thence continue N77°16'51"W along aforesaid South line, 141.19 feet to the Southwest corner of said lot; thence N13°28'00"E along the West line of aforesaid lot, 230.61 feet to a point of curvature of a curve to the right, said curve having a central angle of 16°56'39" and a radius of 235.50 feet, the long chord of which bears N21°57'20"E, 69.53 feet; thence Northeasterly along the arc of said curve and said West line, 69.76 feet to its point of tangency thereof and the point of reverse curvature of a curve to the left, said curve having a central angle of 00°39'00" and a radius of 315.50 feet, the long chord of which bears N30°08'39"E, 3.32 feet; thence Northeasterly along the arc of said curve and West line, 3.32 feet to the Northwest corner of said lot; thence S75°31'52"E along the North line of said lot and the South line of Raveen Street, 197.22 feet thence S07°14'04"W, 147.51 feet; thence S76°32'00"E, 11.14 feet; thence S90°00'00"E, 542.00 feet to the point of beginning.

SURVEYOR'S CERTIFICATE
I, David C. Riesop, Registered Land Surveyor, hereby certify that this Condominium Plat of Lexington Courts, Addendum Number 3, is a correct representation of the field survey and of the property described hereon, that the floor plans shown are reproduced from the architects building plans furnished, that the identification and location of each unit and the common elements can be determined from the plat, and that this survey and plat is correct to the best of my knowledge and belief.

Dated _____ _____
David C. Riesop S-1551

NOTES:
1)Building dimensions shown are taken from plans furnished by Kaashagen and Sons, Inc., the general contractor from Cambridge, Wi. All dimensions are exterior building dimensions and all Unit areas are based on exterior building dimensions.

2)All porches, patios, entrance stoops, concrete walks and bituminous drives and parking areas are limited common elements. All other areas of this condominium not designated as a Unit or limited common element are common elements.

CURVE	RADIUS	ARC	DELTA	LONG CHORD
1-2	430.00'	18.19'	02°25'24"	N86°47'17"W, 18.19'
3-4	470.00'	104.34'	12°43'09"	N83°38'26"W, 104.12'
5-6	235.50'	69.76'	16°58'39"	N21°57'20"E, 69.53'
6-7	315.50'	3.32'	00°39'00"	N30°08'39"E, 3.32'
8-9	330.00'	83.34'	14°28'08"	S82°45'56"E, 83.11'

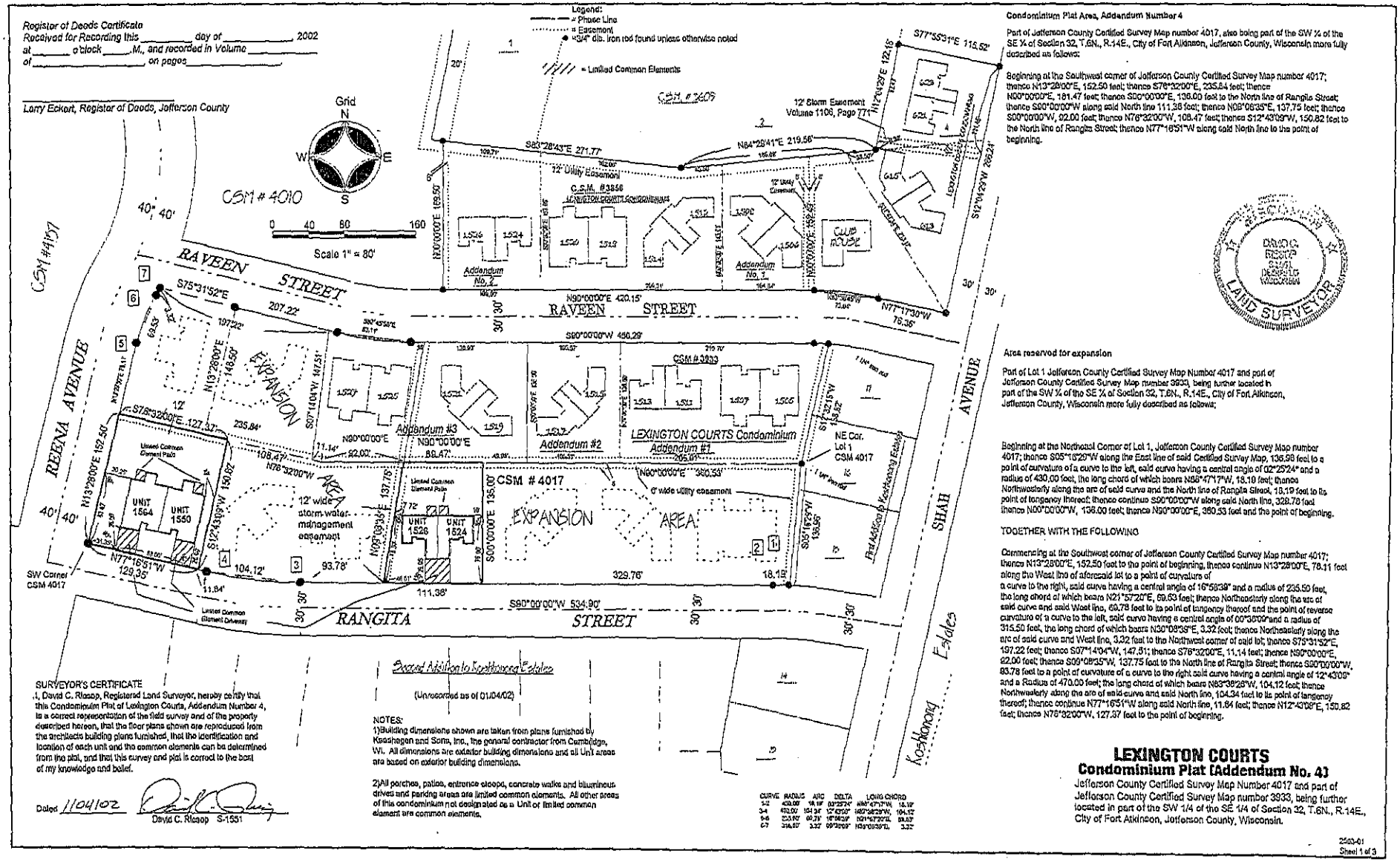
LEXINGTON COURTS
Condominium Plat (Addendum No. 3)
Jefferson County Certified Survey Map Number 4017 and part of Jefferson County Certified Survey Map number 3933, being further located in part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin.

2510-01
Sheet 1 of 2

VOL 1293 PAGE 609

Register of Deeds Certificate
Received for Recording this _____ day of _____ 2002
at _____ o'clock ____M., and recorded in Volume _____
of _____ on pages _____.

Larry Eckart, Register of Deeds, Jefferson County



SURVEYOR'S CERTIFICATE

I, David C. Riesop, Registered Land Surveyor, hereby certify that this Condominium Plat of Lexington Courts, Addendum Number 4, is a correct representation of the field survey and of the property described hereon, that the floor plans shown are reproduced from the architects building plans furnished, that the identification and location of each unit and the common elements can be determined from the plat, and that this survey and plat is correct to the best of my knowledge and belief.

Dated 11/04/02

David C. Riesop S-1551

NOTES:

1)Building dimensions shown are taken from plans furnished by Kaashagen and Sons, Inc., the general contractor from Cambridge, WI. All dimensions are exterior building dimensions and all Unit areas are based on exterior building dimensions.

2)All porches, patios, entrance stoops, concrete walks and bituminous drives and parking areas are limited common elements. All other areas of this condominium not designated as a Unit or limited common element are common elements.

CURVE	RADIUS	ARC	DELTA	LONG CHORD	
C-1	430.00'	18.19'	02°25'24"	N88°47'17"W	18.19'
C-2	470.00'	104.34'	12°43'09"	N83°38'26"W	104.12'
C-3	253.50'	60.71'	13°43'09"	N01°43'27"E	60.57'
C-4	316.50'	3.32'	00°36'09"	N30°09'39"E	3.32'

Condominium Plat Area, Addendum Number 4

Part of Jefferson County Certified Survey Map number 4017, also being part of the SW ¼ of the SE ¼ of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Beginning at the Southwest corner of Jefferson County Certified Survey Map number 4017; thence N13°28'00"E, 152.50 feet; thence S76°32'00"E, 235.84 feet; thence N00°00'00"E, 181.47 feet; thence S90°00'00"E, 136.00 feet to the North line of Rangita Street; thence S90°00'00"W along said North line 111.36 feet; thence N05°08'35"E, 137.75 feet; thence S00°00'00"W, 92.00 feet; thence N76°32'00"W, 108.47 feet; thence S12°43'09"W, 150.82 feet to the North line of Rangita Street; thence N77°16'51"W along said North line to the point of beginning.

DAVID C. RIESOP S-1551 DESOTO WISCONSIN LAND SURVEYOR

Area reserved for expansion

Part of Lot 1 Jefferson County Certified Survey Map Number 4017 and part of Jefferson County Certified Survey Map number 3933, being further located in part of the SW ¼ of the SE ¼ of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows:

Beginning at the Northeast Corner of Lot 1, Jefferson County Certified Survey Map number 4017; thence S05°16'29"W along the East line of said Certified Survey Map, 135.56 feet to a point of curvature of a curve to the left, said curve having a central angle of 02°25'24" and a radius of 430.00 feet, the long chord of which bears N88°47'17"W, 18.19 feet; thence Northwesterly along the arc of said curve and the North line of Rangita Street, 18.19 feet to its point of tangency thereof; thence continue S90°00'00"W along said North line, 329.76 feet thence N00°00'00"W, 136.00 feet; thence N90°00'00"E, 380.53 feet and the point of beginning.

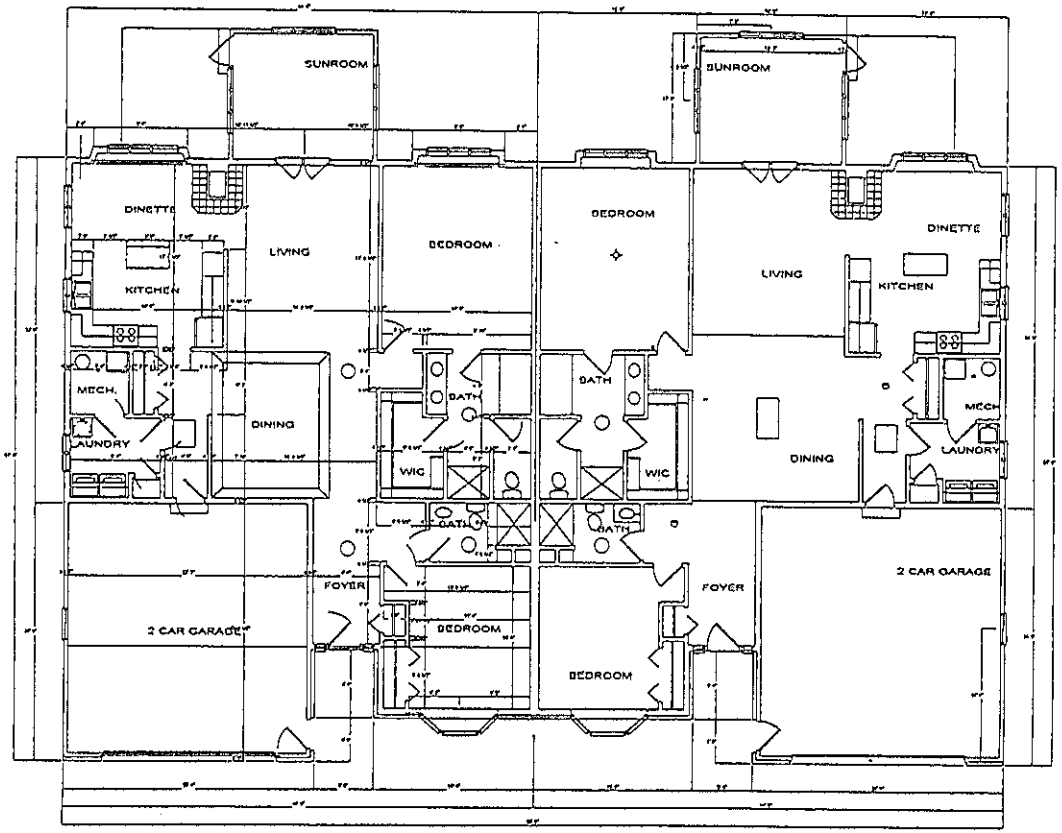
TOGETHER WITH THE FOLLOWING

Commencing at the Southwest corner of Jefferson County Certified Survey Map number 4017; thence N13°28'00"E, 152.50 feet to the point of beginning, thence continue N13°28'00"E, 78.11 feet along the West line of aforesaid lot to a point of curvature of a curve to the right, said curve having a central angle of 16°56'39" and a radius of 235.50 feet, the long chord of which bears N21°57'20"E, 69.53 feet; thence Northeasterly along the arc of said curve and said West line, 69.78 feet to its point of tangency thereof and the point of reverse curvature of a curve to the left, said curve having a central angle of 00°36'09"and a radius of 315.50 feet, the long chord of which bears N30°09'39"E, 3.32 feet; thence Northeasterly along the arc of said curve and West line, 3.32 feet to the Northwest corner of said lot; thence S75°31'52"E, 197.22 feet; thence S07°14'04"W, 147.51; thence S76°32'00"E, 11.14 feet; thence N90°00'00"E, 92.00 feet; thence S05°08'35"W, 137.75 feet to the North line of Rangita Street; thence S90°00'00"W, 93.78 feet to a point of curvature of a curve to the right said curve having a central angle of 12°43'09" and a Radius of 470.00 feet; the long chord of which bears N83°38'26"W, 104.12 feet; thence Northwesterly along the arc of said curve and said North line, 104.34 feet to its point of tangency thereof; thence continue N77°16'51"W along said North line, 11.84 feet; thence N12°43'09"E, 150.82 feet; thence N76°32'00"W, 127.37 feet to the point of beginning.

LEXINGTON COURTS
Condominium Plat (Addendum No. 4)

Jefferson County Certified Survey Map Number 4017 and part of Jefferson County Certified Survey Map number 3933, being further located in part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin.

2503-01
Sheet 1 of 3



1518

Unit = 1,894 Square Feet
Garage = 559 = Square Feet

1520

Unit = 1,894 Square Feet
Garage = 559 = Square Feet

NOTES:
1)Building dimensions show are taken from plans furnished by Kaashagen and Sons, inc., the general contractor from Cambridge, WI. All dimensions are exterior building dimensions and all Unit areas are based on exterior building dimensions.

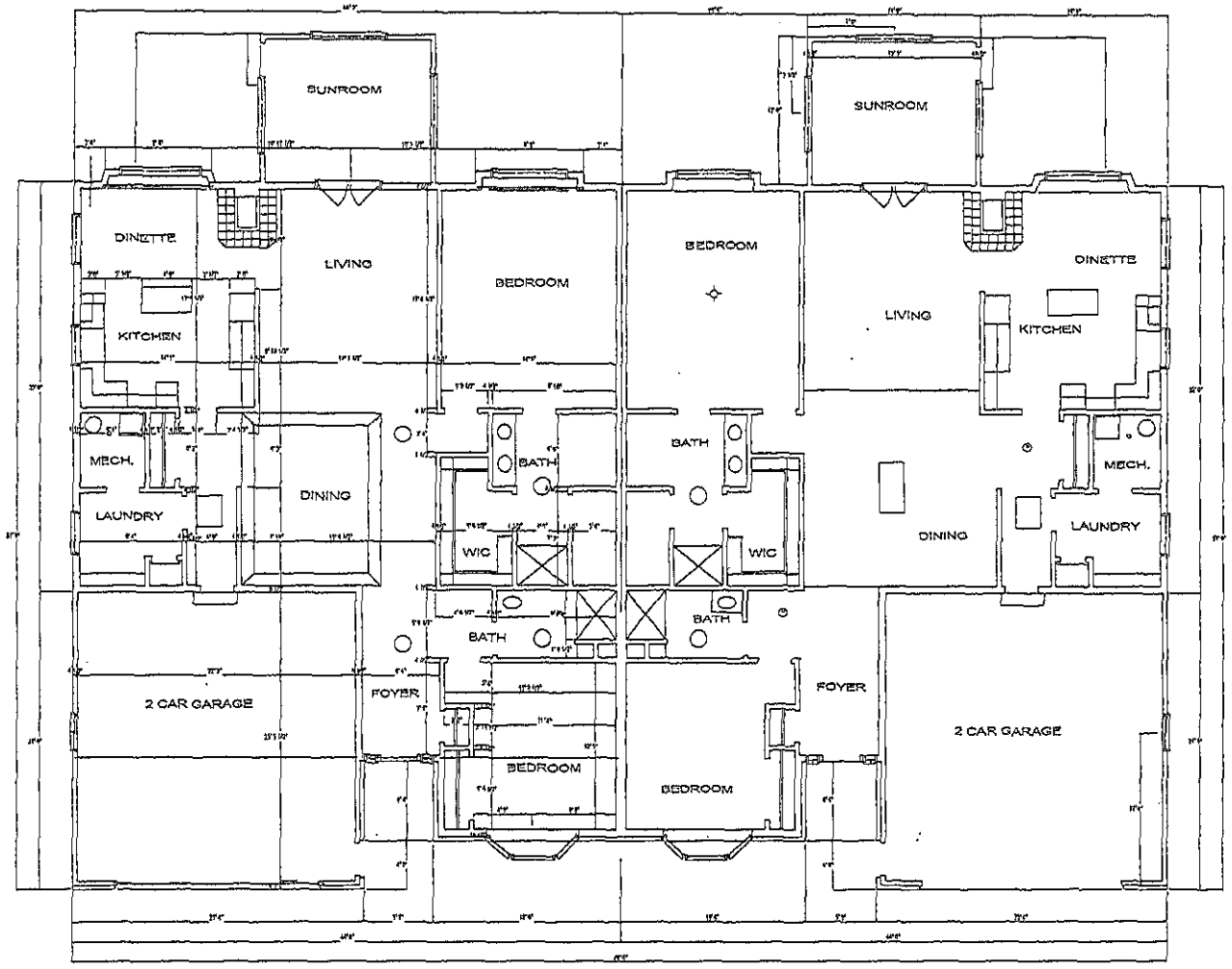
2)All porches, patios, entrance stoops, concrete walks and bituminous drives and parking areas are limited common elements. All other areas of this condominium not designated as a Unit or limited common element are common elements.

WISCONSIN
DAVID C. RIESOP
LAND SURVEYOR

FLOOR PLAN

LEXINGTON COURTS
Condominium Plat

Lot 1, Jefferson County Certified Survey Map Number 3658, together with Lot 4, Jefferson County Certified Survey Map Number 3609, all in the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin



1526

Unit = 1,894 Square Feet
Garage = 559 = Square Feet

1527

Unit = 1,894 Square Feet
Garage = 559 = Square Feet

NOTES:
1)Building dimensions show are taken from plans furnished by Knashagen and Sons, Inc., the general contractor from Cambridge, WI. All dimensions are exterior building dimensions and all Unit areas are based on exterior building dimensions.

2)All porches, patios, entrance stoops, concrete walks and bituminous drives and parking areas are limited common elements. All other areas of this condominium not designated as a Unit or limited common element are common elements.

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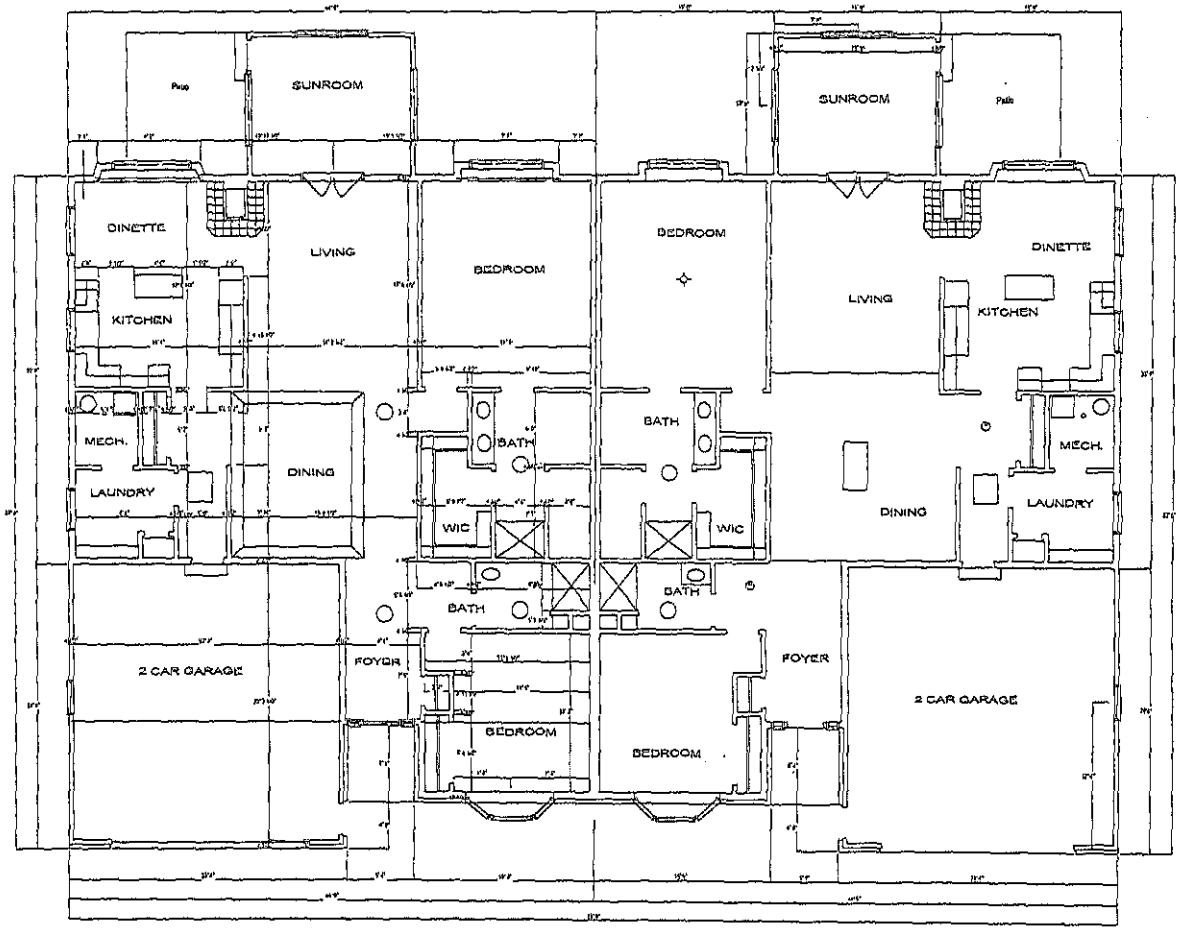
FLOOR PLAN

WISCONSIN
DAVID C. RIESOP
S-1551
DEERFIELD
WISCONSIN
LAND SURVEYOR
9/13/01

LEXINGTON COURTS
Condominium Plat (Addendum No. 3)

Jefferson County Certified Survey Map Number 4017 and part of Jefferson County Certified Survey Map number 3933, being further located in part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin.

VOL 1293 PAGE 610



Unit 1564

Unit = 1,694 Square Feet
Garage = 559 = Square Feet

Unit 1560

Unit = 1,694 Square Feet
Garage = 559 = Square Feet

NOTES:
1)Building dimensions show are taken from plans furnished by Kaashagen and Sons, Inc., the general contractor from Cambridge, WI. All dimensions are exterior building dimensions and all Unit areas are based on exterior building dimensions.

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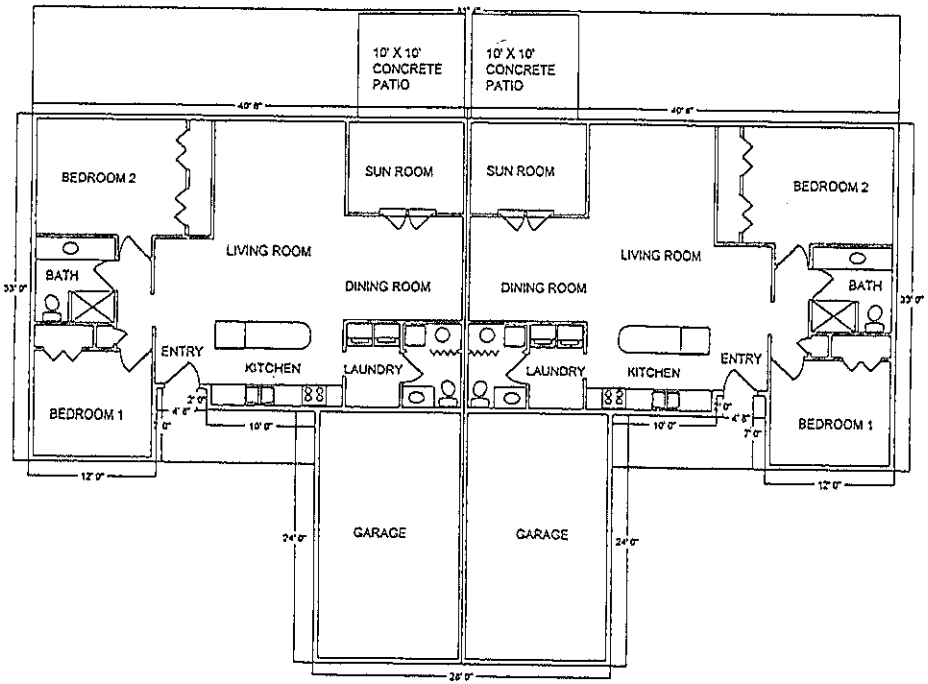
DAVID C. RIESGO
2-1551
DESHOLD
WISCONSIN
LAND SURVEYOR

1/04/02

FLOOR PLAN

LEXINGTON COURTS
Condominium Plat (Addendum No. 4)
Jefferson County Certified Survey Map Number 4017 and part of Jefferson County Certified Survey Map number 3933, being further located in part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin.

2863-01
Sheet 2 of 3



621

Unit = 1,189 Square Feet
Garage = 308 Square Feet

FLOOR PLAN

623

Unit = 1,189 Square Feet
Garage = 308 Square Feet

NOTES:
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WISCONSIN
DAVID C. RIESOP
LAND SURVEYOR

LEXINGTON COURTS
Condominium Plat

Lot 1, Jefferson County Certified Survey Map Number 3856, together with Lot 4, Jefferson County Certified Survey Map Number 3609, all in the SW 1/4 of the SE 1/4 of Section 33, T 6N., R 14E., City of Fort Atkinson, Jefferson County, Wisconsin.

Sheet 3 of 4

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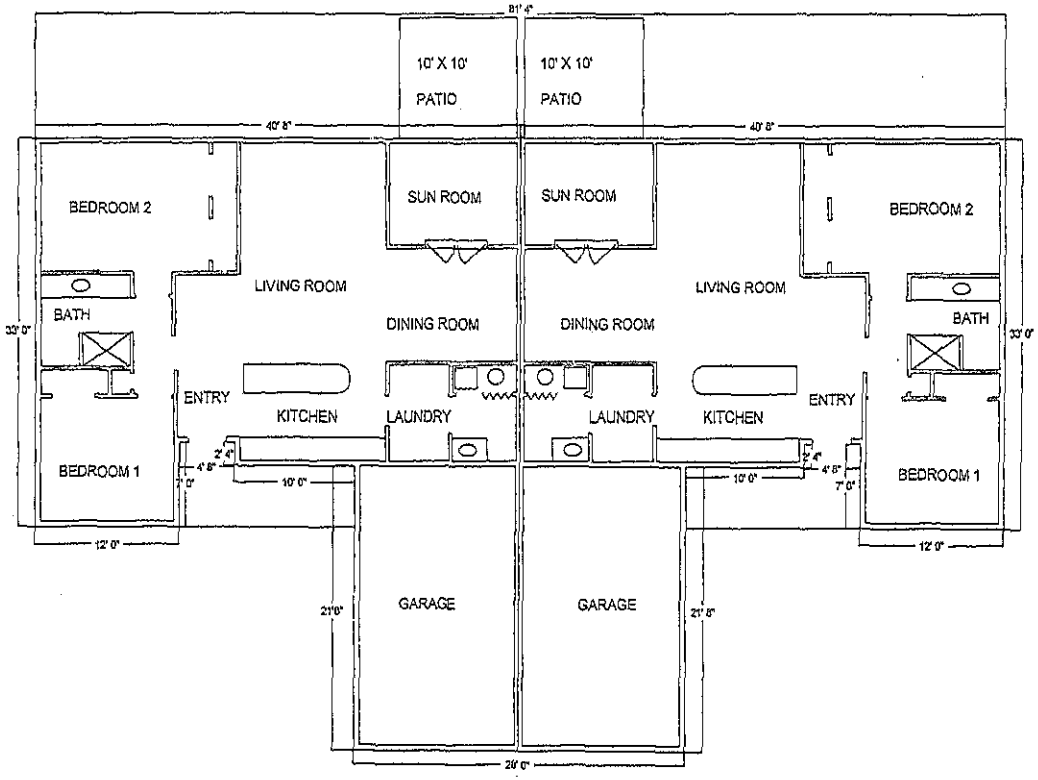

NOTES:
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WISCONSIN
DAVID C. RIESOP
S-1551
DECATUR
WISCONSIN
LAND SURVEYOR

David C. Riesop
1/04/02

Unit 1526

Unit = 1,169 Square Feet
Garage = 308 Square Feet

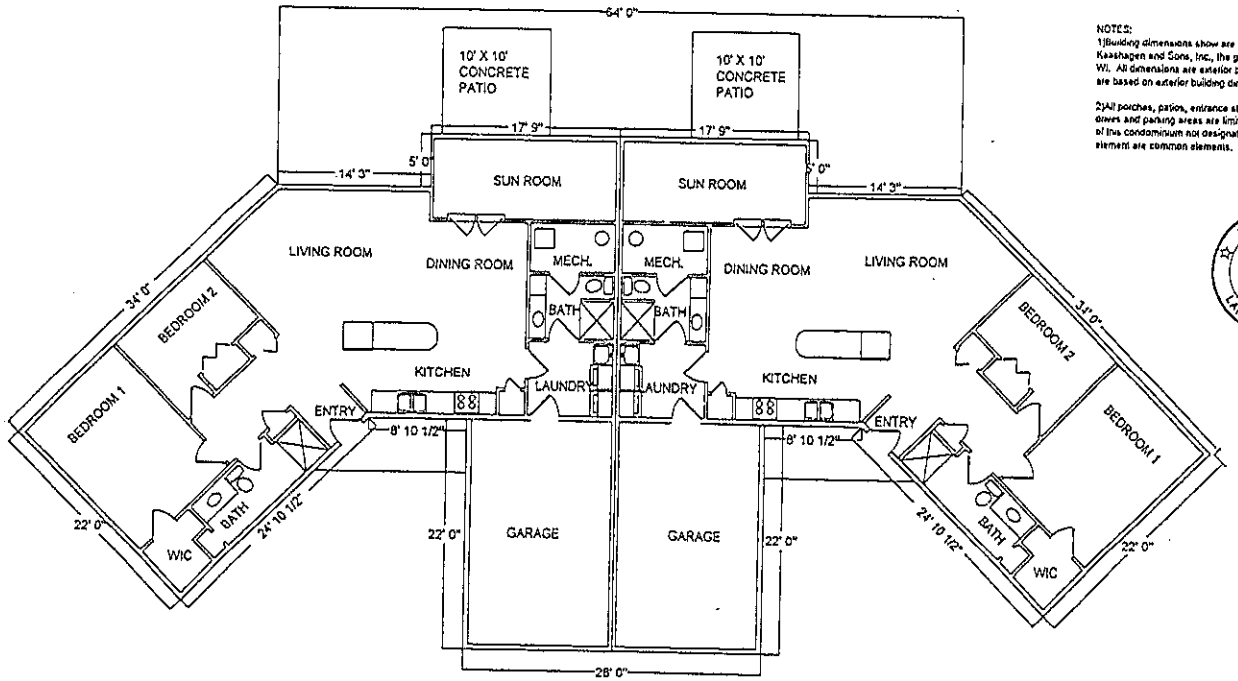
FLOOR PLAN

Unit 1524

Unit = 1,169 Square Feet
Garage = 308 Square Feet

LEXINGTON COURTS
Condominium Plat [Addendum No. 4]
Jefferson County Certified Survey Map Number 4017 and part of Jefferson County Certified Survey Map number 3933, being further located in part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin.

2563-01
Sheet 3 of 3



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WISCONSIN
DAVID C. RIESOP
LAND SURVEYOR

613 or 1514

Unit = 1321 Square Feet
Garage = 308 Square Feet

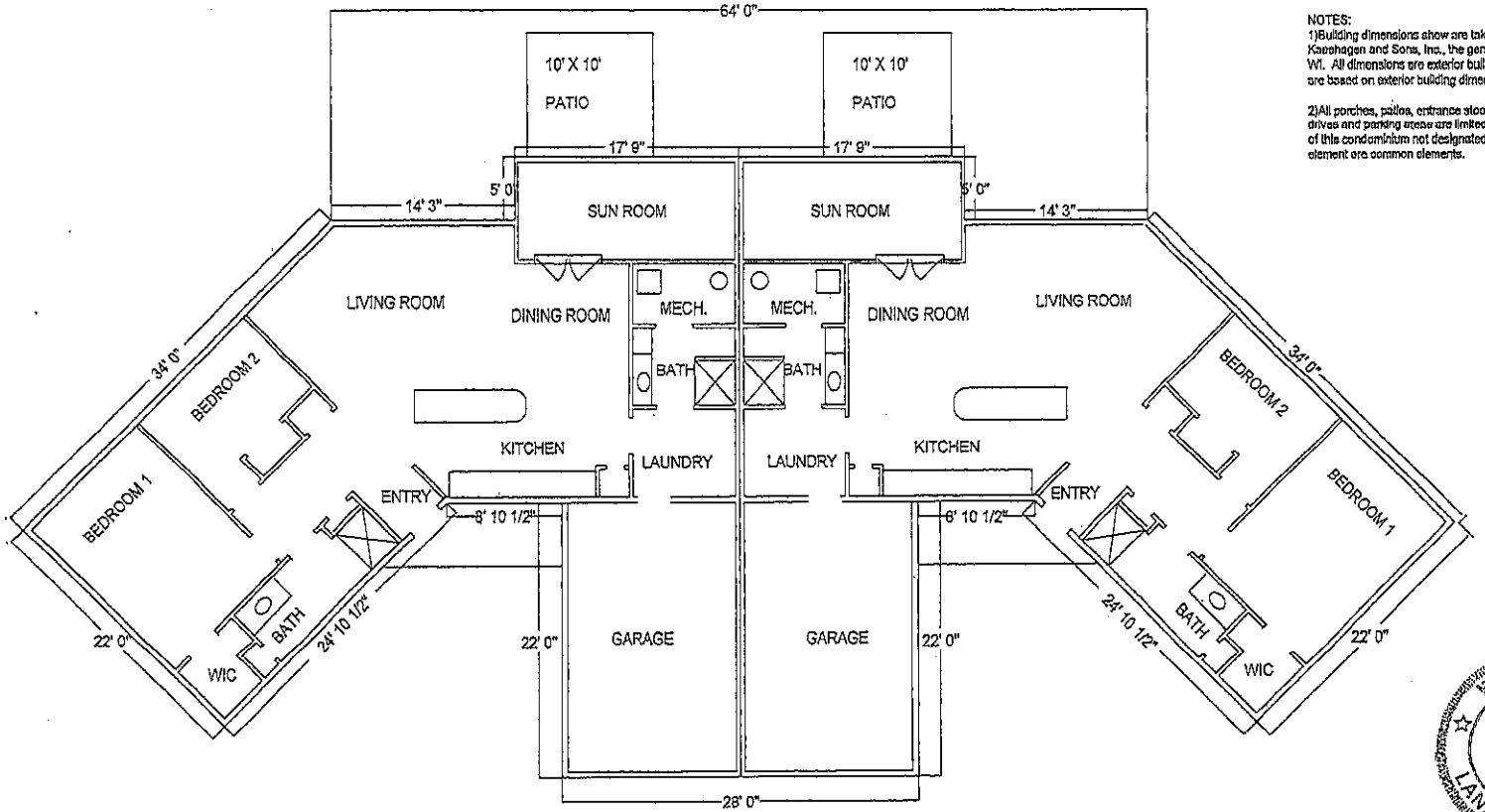
FLOOR PLAN

615 or 1512

Unit = 1321 Square Feet
Garage = 308 Square Feet

LEXINGTON COURTS
Condominium Plat

Lot 1, Jefferson County Certified Survey Map Number 3656, together with Lot 4, Jefferson County Certified Survey Map Number 3609, all in the SW 1/4 of the SE 1/4 of Section 32, T.6N., R 14E., City of Fort Atkinson, Jefferson County, Wisconsin.



NOTES:
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WISCONSIN
DAVID C. RIESOP
S-1551
DEERFIELD
WISCONSIN
LAND SURVEYOR
9/15/01

Unit 1519

Unit = 1321 Square Feet
Garage = 308 Square Feet

FLOOR PLAN

Unit 1521

Unit = 1321 Square Feet
Garage = 308 Square Feet

LEXINGTON COURTS
Condominium Plat (Addendum No. 3)
Jefferson County Certified Survey Map Number 4017 and part of Jefferson County Certified Survey Map number 3933, being further located in part of the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin.

2510-01
Sheet 3 of 3

BY-LAWS OF
LEXINGTON COURTS CONDOMINIUM
OWNERS ASSOCIATION, INC.

ARTICLE I

Plan of Unit Ownership

Section 1. Unit Ownership. The Property located in the city of Fort Atkinson, Jefferson County, State of Wisconsin, (the "Property") known as Lexington Courts Condominium (the "Condominium"), has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Jefferson County, Wisconsin.

Section 2. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of Lexington Courts Condominium Owners Association, Inc. (the "Association"), a Wisconsin corporation, organized under the Wisconsin Nonstock Corporation Law to serve as an Association of unit owners under the Wisconsin Condominium Ownership Act. The provisions of these By-Laws are applicable to the Property and its use and occupancy. The term "Property" and other terms used herein shall, unless the context or the Declaration require otherwise, have the same meaning as the definitions contained in Section 703.02 of the Wisconsin Condominium Ownership Act.

Section 3. Office. The office of the Association and of the Board of Directors of the Association (the "Board of Directors" or the "Board") shall be located at 1500 Raveen Street, Fort Atkinson, Wisconsin 53538.

Article II

Board of Directors

Section 1. Number and Qualifications . The affairs of the Association and of the Property shall be governed by the Board of Directors. The Board of Directors shall be composed of five (5) persons all of whom shall be owners of units; or members in the case of limited partnership or limited liability company owners; or officers, directors, stockholders, or employees in the case of corporate owners; or fiduciaries, officers, or employees in the case of fiduciary owners.

Section 2. Duties and Powers. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the

Property, except such powers and duties as by law or by the Declaration or these By-Laws
may not be delegated to the Board of Directors by the unit owners. The Board shall have the full powers and authority necessary or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws, and rules and regulations hereunder.

Section 3. Managing Agent and/or Manager. The Board may employ a managing agent and/or a manager for the property to perform such duties and service as the Board shall authorize at a compensation as established by the Board.

Section 4. Election and Term of Office. At the expiration of the term of office of each respective member of the Board , his/her successor shall be elected to serve a term of three years. The members of the Board shall hold office until the election of their respective successors.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board may be removed with or without cause by two-thirds of the authorized votes of all unit owners, and a successor may then and there be elected to fill the vacancy created. Any member of the Board whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board caused by any reason other than the removal of a member by a vote of the unit owners, shall be filled by vote of the majority of the remaining members at a special meeting of the Board held for that purpose promptly after the creation of the vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board for the remainder of the term of the member so removed and until a successor is elected at the appropriate annual meeting of the unit owners.

Section 7. Organization Meeting. The first meeting of the members of the Board following the annual meeting of the unit owners shall be held immediately after the annual meeting, and no notice shall be necessary to the newly elected members of the Board in order to legally hold the meeting, provided that a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least four quarterly meetings shall be held during each fiscal year. Notice of regular Board meetings shall be given to each member by mail, email or telephone at least three business days prior to the meeting.

Section 9. Special Meetings. Special meetings of the Board may be called by the

President on forty-eight (48) hours notice to each Director given personally by telephone, mail or email, which notice shall state the time, place, and purpose of the meeting. Special Board meetings shall be called by the President or Secretary on the written request of a majority of the Directors, with notice provided as set forth above.

Section 10. Waiver of Notice. Any Director may, at any time, waive notice of any meeting of the Board in writing. Attendance by a Director at any Board meeting shall constitute a waiver of notice by him/her of the time and place of the meeting. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. At any Board meeting, if there is less than a quorum present, a majority of those present may adjourn the meeting to another time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board may obtain adequate fidelity bonds or insurance for all officers and employees of the Property handling or responsible for funds. If bonds or insurance are unobtainable for any reason, or if the cost is deemed prohibitive by the Board, bonds or insurance need not be obtained.

Section 13. Compensation. No Director shall receive any compensation for acting as Director.

Section 14. Liability of the Board of Directors. The Directors shall not be liable to the unit owners for any mistake of judgment, negligence, failure to adhere to the provisions of the Declaration or these By-Laws, or otherwise, except for their own fraudulent misconduct or bad faith. The unit owners shall indemnify and hold each Director harmless from all liability to others arising out of contracts made by the Board on behalf of the Association , unless the Board made the contract in bad faith. It is intended that the liability of the unit owners arising out of any contract made by the Board or out of the indemnity in favor of the Directors shall be shared proportionally by all unit owners, and the liability of any single unit owner shall be limited to his/her proportionate share of the total liability. This hold harmless and indemnity shall also apply to the managing agent and/or manager, as long as the managing agent and/or manager has acted within the scope of his/her authority. At the option of the Board, directors' liability insurance may be obtained and shall be paid for as a common expense.

Section 15. Informal Action. Any Board action taken without a meeting, but for which the Directors sign a written consent, shall have the same force and effect as a unanimous vote at a regular meeting.

ARTICLE III

Unit Owners

Section 1. Annual Meeting. There shall be an Annual Meeting of the Voting Members each year on the third Thursday of November, on the Property, or at such other reasonable place or time (not more than thirty days before or after such date), as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for the meeting.

Section 2. Special Meetings. The President shall call a special meeting of the unit owners if directed by resolution of the Board or upon a petition signed and presented to the Secretary by fifty percent (50%) of the unit owners. The notice of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 3. Notice of Meetings. The Secretary shall mail, email, or cause to be hand delivered to each unit owner, a notice of each annual or special meeting of the unit owners at least ten (10) days prior to the meeting. The notice shall state the time, place, and purpose of the meeting.

Section 4. Adjournment of Meetings. If any meeting of unit owners cannot be held because a quorum has not attended, a majority of the authorized votes of the unit members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 5. Voting. The owner(s) of each unit, or some person as permitted in the Declaration and as designated by the owner(s) to act as his/her proxy, shall be entitled to vote at the meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable by the owner(s) at any time by written notice to the Secretary. Each unit shall have one vote.

Section 6. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having fifty percent (50%) of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 7. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these By-Laws.

Section 8. Action by Unanimous Consent. Any unit owner action may be taken

without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote. All consent actions shall have the same force and

effect as a unanimous vote at a regular or special meeting.

Section 9. Membership.

(a) All unit owners shall be members of the Association. This does not include persons who hold interest in a unit merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Jefferson County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Jefferson County a deed or other instrument establishing a change of record title to a unit. The Association may require the delivery to the Association of a copy of any recorded ownership document. The new owner then becomes a member of the association, and the membership of the prior owner terminates.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice-President, the Secretary, and the Treasurer, all of whom shall be elected by, and members of, the Board of Directors.

Section 2. Election of Officers. The Board shall elect officers annually at the organizational meeting of each new Board, and shall hold office until removal, withdrawal, or the election of his/her successor.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his/her successor may be elected at any regular or special meeting of the Board called for that purpose.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the unit owners and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 5. Vice-President The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. The Vice-President shall also perform such other duties as shall be imposed by the

Board of Directors from time to time, and shall, in general, perform all the duties incident to the office of Vice-President of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds, shall keep full and accurate financial records and books of account showing all receipts and disbursements, and shall prepare all financial statements. The Treasurer shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 8. Agreements, Contracts, Deeds, etc. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by any two officers of the Association.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association.

Article V

Operation of the Property

Section 1. Determination of Common Expenses and Common Charges. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power, and other common utilities and Common Expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before the third Thursady in November, notify each owner in writing as to the amount of the estimate, along with a reasonable itemization. The Common Expenses and Common Charges shall be assessed equally among all units for which the city of Fort Atkinson has issued occupancy permits. The owners shall pay the assessment in equal monthly installments. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all owners an itemized accounting of the Common Expenses for the current calendar year actually incurred and paid, together with a tabulation of the amount collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves.

At its discretion, the Board may apply any such excess amount to the reserve fund or if a deficit, may pay such deficit from the reserve fund or may decide that any amount accumulated in excess of the amount required for actual expenses and reserves shall be

credited according to each owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added to each owners percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

The Board shall assess the costs of repair and/or maintenance of porches, decks and/or patios, direct access to which is provided from a specific unit, to that unit.

Section 2. Insurance. The Board of Directors shall obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings together with air conditioning equipment, if any, and other service machinery, and all limited common areas and facilities. Insurance shall cover the Property and shall name as insureds the Association, the Board of Directors, and all unit owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation. Each policy shall be payable to the Board of Directors, or the insurance trustee, as trustee for all unit owners and their Mortgagees.

All policies shall provide that adjustment of loss shall be made by the Board of Directors, and that the net proceeds thereof, if fifty thousand and 00/100 ($50,000.00) dollars or less, shall be payable to the Board of Directors; and if more than fifty thousand and 00/100 ($50,000.00) dollars, the proceeds shall be payable to the insurance trustee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from acts of any insured and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insured's, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the then current policies.

The Board of Directors shall obtain and maintain public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent and the manager, if any, and each unit owner. The Board may obtain and maintain workmen's compensation insurance to the extent necessary to comply with applicable laws.

The unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of the additional insurance carried by any unit owner. The unit owners shall be responsible for their own insurance on the contents of

their units, any additions and improvements to their units, the interior walls, floors, floor coverings, furnishings and personal property, their personal property stored

elsewhere on the Property, and their personal liability.

Section 3. Repair and Reconstruction After Damage.

(a) If any damage to or destruction of the Property as a result of fire or other casualty amounts to fifty thousand and 00/100 ($50,000.00)dollars or less, the Board of Directors shall arrange for the prompt repair and reconstruction, and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall constitute a common expense, and the Board of Directors may assess all of the unit owners for such deficit as part of the common charges.

(b) If the property is destroyed or damaged in an amount in excess of fifty thousand and 00/100 ($50,000.00) dollars, the Association shall proceed with repair or reconstruction unless the Association by vote of more than seventy-five (75%) percent of the authorized vote of all unit owners, shall decide to terminate the condominium and proceed with its sale. The Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this section.

Section 4. Reserve for Contingencies and Replacements. The Board of Directors shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures, not originally included in the annual estimate but which may become necessary during the year, shall be charged first against such reserve. If the reserve proves inadequate for any reason, the Board may, at any time, levy a further assessment. The Board shall serve notice of this further assessment on all unit owners by a statement in writing giving the amount and reason for the assessment, and the assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of the notice.

Section 5. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual estimate on the unit owners shall not constitute a waiver or release in any manner of a unit owner's obligation to pay it when assessed, or to continue to pay the present assessment.

Section 6. Books and Records. The Board shall keep complete books of account in chronological order of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for inspection by any unit owner, or any representative or mortgagee of a unit owner, at reasonable times during normal business hours of weekdays as may be requested by the unit owner. Upon ten (10) days' notice to

the Board and payment of a reasonable fee not to exceed twenty-five and 00/!00 ($25.00) dollars, any unit owner shall be furnished a statement of the unit owners account, setting

forth the unit owner's unpaid assessment or charges.

Section 7. Status of Collected Funds. All collected funds shall be held and expended for the purposes designated.

Section 8. Remedies for Failure to Pay Assessments. If any unit owner defaults in the payment of any charge or assessment, the Board shall have all rights and remedies provided by law and the Declaration. Added to the assessment shall be costs and attorney's fees incurred by the Board in enforcing its rights. (See Addendum 1)

Section 9. Rental During Foreclosure. If the Board must foreclose a lien for unpaid common expenses, the defendant unit owner shall be required to pay a reasonable rental for the unit.

Section 10. Waiver of Use. No unit owner may be exempted from liability for his/her contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of the unit owner's unit.

Section 11. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board the following rights, in addition to any other rights set forth in these By-Laws:

(a) To enter the unit to summarily abate and remove the violation or breach at the expense of the defaulting unit owner, and the Board shall not be deemed guilty of trespass; or

(b) To prohibit the use of all the amenities and common elements of the condominium to the defaulting unit owner(s), except for the rights of ingress and egress; or

(c) To enjoin. abate, or remedy such thing or condition by appropriate legal proceedings.

Section 12. Maintenance and Repair.

(a) The Board shall be responsible for the maintenance, repair, and replacement of those portions of each unit which contribute to the support of a building, excluding however, interior wall, ceiling, and floor surfaces. In addition, the Board shall maintain, repair, and replace all conduits, ducts, plumbing, wiring, and other infrastructure needed for utility services which may be located within the unit boundaries, as specified in Section 3.02 and 3.03 of the Declaration.

(b) Except as provided in (a) above, each unit owner shall furnish at his/her expense the following:

(i) **All of the maintenance, repairs, and replacements within his/her own unit together with all the doors and windows, interior walls, floors, ceilings, wall coverings, and floor coverings, and all internal installations of the unit such as**

refrigerators, ranges, and other appliances, lighting fixtures or installations , within his/her garage together with all the doors and windows, interior walls, floors, ceilings, and any portion of any utility service facilities located within the unit boundaries as specified in Section 3.02 and 3.03 of the Declaration; the maintenance of the unit's courtyard; provided, however, that the cost of maintenance, repairs, and replacements for water, gas, electric and/or sewer service for the unit shall be furnished by the Board as part of the common expenses. The Board may provide unit owners with ordinary maintenance and minor repairs as a common expense.

(ii) All of the decorating within his/her unit, including painting, wall papering, washing, cleaning, paneling, floor coverings, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. The interior and exterior surfaces of all windows forming part of a perimeter wall of a unit shall be cleaned or washed at the expense of each respective unit owner. The use of and the coverings of the interior surfaces of such windows, whether by draperies, shades, or other items visible on the exterior of the building, shall be subject to the rules and regulations adopted by the Board. Decorating of the common areas and facilities shall be furnished by the Board as part of the common expenses.

(c) If, due to the negligence of a unit owner, or of a member of his/her family or household pet, or of a guest or other authorized occupant or visitor of such unit owner, damage is caused to the common element or to a unit(s) owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be a common expense, then such unit owner shall pay for the damage and the maintenance, repairs, and replacements as may be determined by the Board.

(d) To the extent that any unit's equipment, facilities, or fixtures affecting or serving other units or the common areas and facilities, then the individual unit owner's use shall be subject to the rules and regulations adopted by the Board. Unit owners shall not cause nor permit any sign, poster or other display to be located inside of or adjacent to any door or window in any manner as to be visible to the exterior of the building, except "For Sale" signs. The Board shall enforce specific provisions of the Declaration governing signs.

(e) Each unit owner shall maintain a minimum temperature of fifty (50°) degrees Fahrenheit in the interior of the unit during the winter to protect the common and limited common elements and individual unit. If the unit owner fails to maintain this temperature, the unit owner shall be personally liable for any and all damages arising from his/her failure to comply.

Section 13. Use of Property. The units and common areas and facilities shall be occupied and used as follows:

(a) No part of the Property shall be used for any purpose other than housing,

except for accessory buildings for the purpose of providing recreational facilities for the condominium residents .

(b) There shall be no obstruction of the common areas and facilities, nor shall anything be stored in the common areas and facilities without the prior consent of the

Board, except as expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his/her own unit.

(c) Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in his/her unit or in the common areas which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas and facilities.

(d) Unit owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the unit, and no sign, awning, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or roof without the prior consent of the Board.

(e) No pets of any kind shall be raised or bred in any unit or in the common areas and facilities. Only small pets shall be permitted, and only three pets per unit (other than fish), in accordance with city code, and only so long as the pet does not create a disturbance for any other resident. A dog or cat up to thirty (30) pounds shall be permitted, and all others must be approved by the Board.

(f) No unlawful, immoral, noxious, or offensive activity shall be carried on in any unit or in the common areas or facilities, nor shall the Board permit any activity which may be or become, in the Board's judgment, an annoyance or nuisance to the other unit owners or occupants of units.

(g) Nothing shall be done in any unit or in, on, or to the common areas and facilities which will impair the structural integrity of any building or which would structurally change any building.

(h) No clothes, sheets, blankets, laundry, or other articles shall be hung out or exposed on any part of the Common Elements, except that portable temporary clothes lines may be used not more than six hours twice a week but never on Saturday or Sunday. The Common Elements and same shall be kept free and clear of rubbish, debris, and other unsightly materials. Trash, garbage, and other waste shall be kept only in enclosed sanitary containers, and shall be disposed of in an environmentally safe manner.

If any unit owner, occupant, guest, invitee, family member, or licensee shall permit or allow any of the items set forth in the preceding paragraph to occur, and shall fail to take all necessary steps to correct the condition within twelve (12) hours of receiving written notice, the Board shall have the right to enter on the Limited Common Elements or Common Elements to correct the condition. The costs of the removal or correction shall be assessed against the unit owner as provided for any assessment.

(i) There shall be no parking of baby carriages or playpens, bicycles, wagons, vehicles, or toys on any part of the Common areas and facilities, except that baby

carriages, bicycles, and other personal property may be stored in a storage area designated for that purpose.

(j) Only the Board shall alter or construct anything on the common areas and facilities.

(k) Occupancy of any unit in the condominium shall be limited to a maximum of two persons per bedroom per unit plus an additional two persons per unit. Occupancy is defined to mean residing in the unit for overnight or sleeping purposes and shall not be deemed to restrict or limit social entertaining.

(l) No exterior lighting may be installed other than as provided by Declarant without the express written consent of the Board.

(m) No vehicles shall be used, stored or serviced on the Property except non-business pickup trucks and standard automobiles without the prior written consent of the Board. Unit owners must park all vehicles in their garage. This By-Law shall not be construed to prohibit delivering of products, moving of personal effects or service vehicles from having access to all units during reasonable hours or in case of emergency.

If any unit owner, occupant, guest, invitee, family member, or licensee shall dismantle or work on any motorized vehicle on the Common Elements, except for temporary and emergency repairs, and refuses to remove the vehicle within twelve (12) hours after receipt of written notice requesting removal, the Board shall have the right to remove the vehicle. The costs of removal and storage of the vehicle shall be assessed against the unit owner as any other assessment.

Parking shall be restricted to that portion of the common areas and facilities identified in the Declaration as parking areas. Those parking areas assigned to specific units shall be restricted to the exclusive use of the unit owners.

(n) Parking shall be limited to guests, licensees, and invitees only, and shall be on a temporary basis on the appropriately designated parking areas.

(o) No trees or shrubs may be planted or removed on the Common Elements without the prior approval of the Board.

(p) The Board shall regulate use of the recreational areas.

(q) The Board may permit fencing and patio screening in its sole discretion and subject to whatever conditions the Board places upon the unit owner.

(r) Special Provisions. No provisions of these By-Laws shall be deemed to supercede the specific provisions set forth in Article I of the Declaration.

The Board shall have the exclusive control and jurisdiction over all underground facilities within the Common Areas of the Condominium.

The Board and/or the Association may from time to time adopt rules and regulations which shall be made a part of these By-Laws. These rules and regulations shall be set forth as an "Addendum to By-Laws" and shall be annexed to the official By-Laws.

Section 14. Additions, Alterations, or Improvements by Board of Directors. Whenever in the judgment of the Board, the common and limited common areas and facilities shall require additions, alterations, or improvements costing in excess of twenty-five thousand and 00/100 ($25,000.00) dollars, and the additions, alterations, or

improvements shall have been approved by two-thirds (2/3) of the authorized votes of all unit owners, the Board shall proceed with such additions, alterations, or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations, or improvements costing twenty-five thousand and 00/100 ($25,000.00) dollars or less may be made by the Board without approval of the unit owners and the cost thereof shall constitute a common expense.

Section 15. Utilities. The Board shall pay, as a common expense, all charges for water, waste removal, electricity, gas, telephone, and other necessary utility service for the common areas and facilities.

Section 16. Right of Access. A unit owner hereby grants the right of access to his/her unit to the Board, the manager or managing agent, if any, and any other person authorized by the Board to make inspections or to correct any condition which threatens another unit or common or limited common area or facility; to install, alter, or repair mechanical or utility services or other common facilities in the unit or elsewhere; or to correct any condition which violates the provisions of any mortgage covering another unit. The Board shall make requests for entry in advance, and shall schedule a time reasonably convenient to the unit owner and Board. However, in case of emergency, the right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI

Mortgages

Section 1. Mortgage of Units. Each unit may be separately mortgaged.

Section 2. Notice to Board of Directors. A unit owner who mortgages the unit owner's unit shall notify the Board of the name and address of the mortgagee.

Section 3. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a mortgagee of a unit, shall promptly report any unpaid common charges or other default by the owner of the mortgaged unit.

Section 4. Notice of Default. The Board shall send a copy of a notice of a unit owner's default to each holder of a mortgage covering the unit.

ARTICLE VII

Unpaid Assessments on Sale

Section 1. Responsibility of Transferees for unpaid Assessments. In a voluntary transfer of a unit, the transferee of the unit shall be jointly and severally liable with the transferor for all unpaid assessments up to the time of transfer. Any transferee shall be entitled to a statement from the Board or Association setting forth the amount of the unpaid assessments against the transferor due the Association and the transferee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the transferor in excess of the amount in the statement.

ARTICLE VIII

Condemnation

Section 1. Procedure. In the event of condemnation under the Laws of Wisconsin of a portion of the premises, which does not reasonably permit construction of a like building or buildings on the remaining premises, the proceeds of the condemnation and rights of action arising thereunder shall be distributed as follows:

(a) To the owners of the individual units condemned, that portion of the condemnation award attributable to each owner's unit and the right of action, if any, arising thereunder and attributable to the unit, together with the owner's interest in the condemnation award for the Common Elements to be paid by the remaining owners.

(b) To the Owners of the Common Elements whose residential units where not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation. Any award obtained by legal action shall be disbursed to the owners as their common interests may appear, including the owners of those units condemned as though they were Voting Members.

(c) The decision as to whether a like building or buildings may be constructed elsewhere on the premises shall be determined by the Voting Members. A favorable vote for construction shall be fifty-one percent(51%) of the voting members. Any proposed construction shall be subject to the Laws of the State of Wisconsin and the Ordinances of the City of Fort Atkinson and the County of Jefferson.

(d) The condemnation of an owner's unit and its non-reconstruction shall terminate that owner's membership. The remaining members shall constitute the owners of all Common Elements and their interests therein shall be recomputed according to the ratio their unit bears to the total of the remaining units as set forth in the Declaration.

ARTICLE IX

Records

Section 1. Records and audits. The Board shall keep detailed records of the actions of the Board, minutes of the Board's meetings, minutes of the unit owners' meetings and financial records and the books of account of the Property. The Board shall give a written report summarizing all receipts and expenditures of the Property to all unit owners semi-annually.

ARTICLE X

Miscellaneous

Section 1. Notices. All notices required by these By-Laws shall be hand delivered or sent by email or regular mail with postage prepaid to the address provided by each unit owner and/or Board Officer in the Association's records. All notices shall be deemed to have been given when mailed, except notices of changes of address, which shall be deemed to have been given when received.

Section 2 . Invalidity. The invalidity of any part of these By-Laws shall not impair nor affect in any manner the validity, enforceability, or effect of any other provision of these By-Laws.

Section 3. Captions. The captions are intended for convenience and reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. Insurance Trustee. The insurance trustee shall be a bank authorized to do business in the State of Wisconsin, designated by the Board. The Board shall pay the trustee's fees and disbursements, which shall constitute a common expense.

Section 5. Conflicts. These By-Laws are created to comply with the requirements of Section 703.10 of the Wisconsin Condominium Ownership Act. If any of these By-Laws conflict with the provisions of such Act, the Act shall control. Except as otherwise provided herein, if any of these By-Laws conflict with the provisions of the Declaration, these By-Laws shall control and shall be deemed to be an amendment to the Declaration.

Section 6. Relinquishment of Control. The Association shall have all of the powers of an association of unit owners under the Wisconsin Ownership Act.

By adoption of these By-Laws and the receipt of Declarant's written consent to relinquish Declarant's control, the Declarant shall be deemed to have relinquished all powers, rights, duties, and functions reserved to it in the Declaration.

ARTICLE XI

Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of two-thirds (2/3) of the authorized votes of all unit owners taken at a meeting of unit owners held for that purpose.

THE BOARD OF DIRECTORS OF THE LEXINGTON COURTS CONDOMINIUM OWNERS ASSOCIATION HAS APPROVED THESE BY-LAWS.. SIGNED BY THE DIRECTORS ON NOVEMBER 1, 2012.

_____

Dorrie Roberts-Northey

_____

Betty Anderson

_____

Pat Kubisiak

_____

Charles Ulbert

_____

Marilyn Young

Addendum 1

All regular monthly assessments are due on the first (1st) day of the month and payable by the fifteenth (15th) of that month. If any payment is not made by the fifteenth (15th) of

the month, said payment is past due and a penalty of Ten Dollars ($10) will be added to that month's assessment. Every additional thirty (30) days that payment remains past due another Ten Dollars ($10) will be added to it.

BY-LAWS OF
LEXINGTON COURTS CONDOMINIUM
OWNERS ASSOCIATION, INC.

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THE BOARD OF DIRECTORS OF THE LEXINGTON COURTS CONDOMINIUM OWNERS ASSOCIATION HAS APPROVED THESE BY-LAWS.. SIGNED BY THE DIRECTORS ON NOVEMBER 1, 2012.

Dorrie Roberts-Northey

Dorrie Roberts-Northey

Betty L. Anderson

Betty Anderson

Pat Kubisiak

Pat Kubisiak

Charles Ulbert

Charles Ulbert

Marilyn Young

Marilyn Young

W. B. A. | GP 231 (6/99) | 11062

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000022

DOCUMENT NO.

Document # 1318353
Office of Register of Deeds
Jefferson County, WI
RECEIVED FOR RECORD
Oct. 4, 2012 AT 8:50 am

Staci Hoffman
Total Pages 1
Fee 30.00
TT .00

Recording Area

Name and Return Address
FIRST CITIZENS STATE BANK
PO BOX 177
WHITEWATER, WI 53190

PARTIAL RELEASE OF REAL ESTATE MORTGAGE - BY LENDER

The undersigned Lender hereby releases from the lien and the operation of a mortgage executed by DOUGLAS L. LUNDE AND KATHLEEN M. LUNDE, HUSBAND & WIFE

to Lender and recorded in the office of the Register of Deeds of JEFFERSON County, Wisconsin, as Document No. 1196657, in N/A (Volume/Page/Etc.), N/A, only the following portion of the mortgaged real estate in said county, State of Wisconsin:

006-0716-0141-000
Parcel Identifier Number

LOT 1 OF CERTIFIED SURVEY MAP NO. 2994 RECORDED IN VOLUME 12 OF CERTIFIED SURVEYS ON PAGE 118, BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 16 EAST, TOWN OF CONCORD, JEFFERSON COUNTY, WISCONSIN.

☐ If checked here, real estate description continues or appears on attached sheet.

Lender retains its lien and mortgage on the balance of the real estate not released.

STATE OF WISCONSIN

County of WALWORTH

This instrument was acknowledged before me on OCTOBER 1, 2012,

by JAMES K. CALDWELL AND DALE J. KUSTER
(Names of person(s))

as PRESIDEINT AND LOAN OFFICER
(Type of authority, e.g., officer, trustee, etc. If any)

of FIRST CITIZENS STATE BANK
(Name of party on whose behalf instrument was executed, if any)

Michelle I Bucholtz

* MICHELLE I. BUCHOLTZ

Notary Public, WALWORTH
My Commission Expires 1/10/16.

Dated OCTOBER 1, 2012.

FIRST CITIZENS STATE BANK
Name of Lender

By

Title PRESIDENT

* JAMES K. CALDWELL

Attest Dale J Kuster

Title LOAN OFFICER

* DALE J. KUSTER

This instrument was drafted by:

DALE J. KUSTER/FIRST CITIZENS STATE BANK
(TYPE OR PRINT)

*Type or print name signed above.

30/1

000023

Document Number	Document Title
	JUDGMENT

This document is exempt from a transfer fee and return since it is not a conveyance by definition per Section 77.21(1), Stats.

Document # 1318354
Office of Register of Deeds
Jefferson County, WI
RECEIVED FOR RECORD
Oct. 4, 2012 AT 8:50 am

Staci Hoffman
Total Pages 7
Fee 30.00
TT .00 E

Recording Area

Name and Return Address
Steven W. Martin, Esq.
CMT Legal Group, Ltd.
N16 W23217 Stone Ridge Drive
Suite 290
Waukesha, WI 53188

See Attached
Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

000024

STATE OF WISCONSIN CIRCUIT COURT JEFFERSON COUNTY

MCFARLAND STATE BANK,

Plaintiff,

Case No.: 10-CV-728

v.

LEXINGTON COURTS, LLC,
and LEXINGTON COURTS CONDOMINIUM
OWNERS ASSOCIATION, INC., et al.

Defendant.

CLERK OF THE CIRCUIT COURT
JEFFERSON COUNTY, WISCONSIN
FILED
SEP 13 2012
_____O'CLOCK____M.
CARLA J. ROBINSON, Clerk

JUDGMENT

The Unit Owner Defendants, Dolores Roberts, Harvey J. Wagner and Elaine S. Wagner, Kenneth P. Weggeman and Jean A. Weggeman Revocable Trust, Lynn F. Jeffers, Lawrence and Barbara Ketterman, Cheryl Dunemann, Allen and Margaret Hansen, Dorothy Elwood Family Trust, Charles and Carol Ulbert, Laverne and Violet Falk, Myrtle Krueger, Patricia Kubisiak, Harriett L. Potter Living Revocable Trust, and Kathleen Arnold, by their attorneys, CMT Legal Group, Ltd., filed a Motion for Declaration of Interest in Real Property on July 30, 2012.

Plaintiff filed a Notice of No Opposition to Defendants' Motion for Declaratory Relief on July 30, 2012. In that Notice, Plaintiff waived its right to a hearing and requested the Court to issue an order granting Defendants' motion. Based on the Motion, supporting Brief and Affidavits, the Notice and other pleadings filed herein, the Court having made its finding of fact and conclusions of law and, pursuant to Wis. Stats. § 806.04, enters judgment declaring the parties' rights as follows:

JUDGMENT

1. As used herein, the "Unit Owners" means Betty R. Anderson; Dolores A. Roberts; Craig J. Forsberg; Darlene J. Forsberg; Harold Forsberg; Dorothy Forsberg; Lynne F. Jeffers; Dorothy A. Elwood Family Trust Dated July 1, 1998; Audre N. Bennett; The Trustee of the Sehnert Living Trust Dated Dec. 30, 2000; Beverly Lukas Irrevocable Trust; Donald W. Wittenwyler; Beverly P. Wittenwyler; Janice R. Helwig; Mary D. Gates Living Trust; The Trustee of the L&B Stedman Joint Revocable Trust; Elizabeth M. Arndt; Ralph W. Arndt; The Trustee of the Agnes T. Towle Living Trust; John F. and Carol N. McNally Revocable Trust Dated July 8 1997; Kenneth P. Weggeman and Jean A. Weggeman Revocable Trust; Harriet L. Potter Living Revocable Trust Dated Nov. 11 1996; Allen Z. Hansen and Margaret A. Hansen; Cheryl L. Dunemann; David P. and Susan J. Pfeifer Family Trust Dated Feb. 10 1998; Marilyn J.

& Rex M. Young Living Trust; Badger Bank; Dorothy H. Retzlaff Irrevocable Living Trust Dated July 23 2001; Willard C. Lemke, Sr.; Marjorie Lemke; Kathleen M. Arnold; Laverne J. Falk and Violet N. Falk; Charlotte Wendorf as Trustee of the L&C Wendorf Trust; Mrytle M. Krueger; Estate of Barbara A. Nelson; Sydney G. Boyer; Marguerite K. Boyer; Darryl K. Reuhl; Diane B. Reuhl; Douglas C. Perham; Gertrude M. Edfors Revocable Trust Dated August 28 2007; Bruce A. & Barbara L. Samoore Family Trust Dated 10/5/1998; Lawrence J. Ketterman and Barbara A. Ketterman; Ethel M. Fischer; Norma J. Bickle Irrevocable Living Trust Dated Sept. 11 2007; Charles A. Ulbert and Carol A. Ulbert; Patricia J. Kubisiak; Harvey J. Wagner; Elaine S. Wagner; and Richard F. Vlasak, including all of their agents, representatives, assigns, dependents, heirs, children, executors, administrators, attorneys, insurers, successors, partnerships, corporations, and organizations.

2. On October 13, 1999, Lexington Court LLC executed the Declaration for Lexington Courts Condominium (the "Condominium"), which was recorded in the Office of the Jefferson County Register of Deeds on October 14, 1999 in Volume 1125, Pages 001-036, as Document No. 1027288 (the "Declaration").

3. The Property is defined as the units and common elements described on Exhibit A attached.

4. Pursuant to Wis. Stats. § 703.26 and 703.30(2) the Property is adjudged to be a valid expandable condominium, that the land added by the expansion was validly made a part of the condominium, and the Declaration and subsequent amendments thereto are valid and in effect.

5. The Unit Owners, or their respective successors in interest, assigns and/or grantees, are the owners of the respective units in the Condominium that were conveyed to them or their predecessors in interest by various recorded deeds, together with those units' limited common elements and undivided interests in the common elements, as provided in the Declaration as amended.

6. The Clubhouse Parcel is defined as the clubhouse as depicted on the Condominium Plat Area Addendum No. 1 recorded on July 25, 2000 with the Jefferson County Register of Deeds as Document No. 1040281 and the parcel of land on which the clubhouse is depicted as being located, legally described on Exhibit B attached. The Clubhouse Parcel had been described as "planned" Units 1500 and 1502 on the Condominium Plat recorded on October 14, 1999 with the Jefferson County Register of Deeds as Document No. 102728.

7. The Clubhouse Parcel is hereby declared to be part of the common elements of the Condominium owned by the unit owners as tenants in common, as provided in the Declaration and not condominium units. The First Amendment to the Condominium Plat, recorded as Document No. 1040281, Jefferson County Register of Deeds, added expansion land

which included the Clubhouse Parcel. This First Amendment and any and all subsequent amendments are hereby affirmed in their depiction of the Clubhouse Parcel as containing one building known as the Clubhouse which is a common element and the addition of expansion land to the condominium. The designation of "planned" Units 1500 and 1502 on the Condominium Plat recorded on October 14, 1999 as Document No. 1040281 is no longer in effect and no such units exist.

8. A transcript or certified copy of this judgment shall be recorded in the office of the Jefferson County Register of Deeds in order to impart constructive notice of same.

9. The Jefferson County Register of Deeds is hereby instructed to accept this judgment for recording and to index this judgment in the manner provided under Wis. Stats. § 703.07(2) in regard to declarations of condominium. The Register of Deeds is further instructed to modify the indices the Register maintains to strike units 1500 and 1502 from the tract index, and to re-index all instruments already recorded that refer to those units as postings against the condominium at large.

10. The Order For Declaration of Interest In Real Property dated and filed July 31, 2012 is declared void and replaced by the Findings of Fact and Conclusions of Law and Judgment of this date.

Dated this 13 day of Sept, 2012.

BY THE COURT:

William Hue
Circuit Court Judge

P:\Steve\Fidelity - Evergreen State Bank\Settlement Docs\Owners Judgment(4).wpd

STATE OF WISCONSIN
CIRCUIT COURT
JEFFERSON COUNTY

THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

CERTIFIED Sept. 21 20 12

CLERK OF CIRCUIT COURT

BY: Jodi R. Nunow
Deputy Clerk

CIRCUIT COURT, JEFFERSON COUNTY WISCONSIN

EXHIBIT A

Unit No(s). 613, 615, 616, 618, 621, 623, 1505, 1506, 1507, 1508, 1511, 1512, 1513, 1514, 1515, 1517, 1518, 1519, 1520, 1521, 1524, 1525, 1526, 1527, 1528, 1530, 1531, 1532, 1534, 1545, 1550, 1564, 1504B, 1506B, 1510B, 1512B, 1518B, 1520B, 1524B, and 1526B together with said unit's undivided (appurtenant) interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit) all in Lexington Courts Condominium Plat (Addendum No. 8), a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Jefferson County, Wisconsin, on October 14, 1999, Volume 1125 of Records on Page 1, as Document No. 1027288,

and First Amendment recorded on July 25, 2000 in Volume 1157 of Records on Page 45, as Document Number 1040282,

and Second Amendment recorded on February 28, 2001 in Volume 1186 of Records on Page 631, as Document Number 1050483,

and Third Amendment recorded on September 18, 2001 in Volume 1247 of Records on Page 164, as Document Number 1065537,

and Fourth Amendment recorded on January 14, 2002 in Volume 1293 of Records on Page 602, as Document Number 1075488,

and Fifth Amendment recorded on June 24, 2002 as Document Number 1087802,

and Sixth Amendment recorded on March 4, 2003 as Document Number 1112076 and Affidavit of Correction to Sixth Amendment recorded on June 2, 2003 as Document Number 1121933,

and Seventh Amendment recorded on August 20, 2003, as Document Number 1131564,

and Eight Amendment recorded on March 18, 2004, as Document Number 1147679,

said condominium being located in the City of Fort Atkinson, State of Wisconsin, on the real estate described in said Declaration and incorporated herein by this reference thereto.

Tax Key No.: 226-0614-3241-032 and 226-0614-3241-035

226-0614-3243-010 through 226-0614-3243-015

226-0614-3243-018 through 226-0614-3243-025

226-0614-3243-027 and 226-0614-3243-028

226-0614-3243-031 through 226-0614-3243-040

226-0614-3243-054 through 226-0614-3243-065

Exhibit B

Clubhouse Parcel

Legal Description

Units 1500 and 1502 also known as Clubhouse, together with said unit's undivided (appurtenant) interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit) all in Lexington Courts Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Jefferson County, Wisconsin, on October 14, 1999, Volume 1125 of Records on Page 1, as Document No. 1027288,

and First Amendment recorded on July 25, 2000 in Volume 1157 of Records on Page 45, as Document Number 1040282,

and Second Amendment recorded on February 28, 2001 in Volume 1186 of Records on Page 631, as Document Number 1050483,

and Third Amendment recorded on September 18, 2001 in Volume 1247 of Records on Page 164, as Document Number 1065537,

and Fourth Amendment recorded on January 14, 2002 in Volume 1293 of Records on Page 602, as Document Number 1075488,

and Fifth Amendment recorded on June 24, 2002, as Document Number 1087802,

and Sixth Amendment recorded on March 4, 2003, as Document Number 1112076 and Affidavit of Correction to Sixth Amendment recorded on June 2, 2003, as Document Number 1121933,

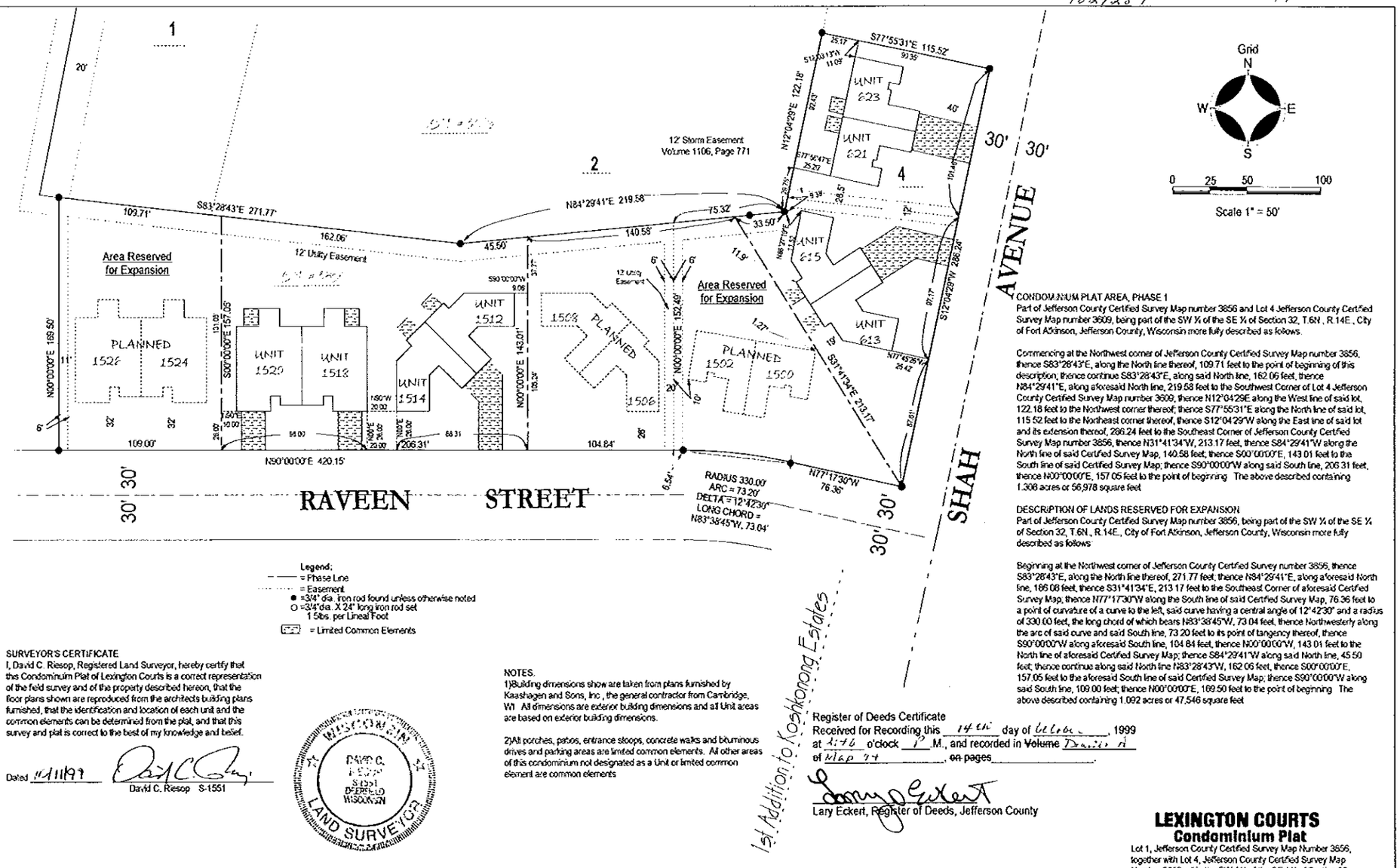
and Seventh Amendment recorded on August 20, 2003, as Document Number 1131564,

and Eight Amendment recorded on March 18, 2004, as Document Number 1147679,

said condominium being located in the City of Fort Atkinson, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Also known as:

Unit 1500 and Unit 1502 and so much of an undivided interest in the common elements and facilities as set forth in the Declaration of Condominium of Lexington Courts, Fort Atkinson, Jefferson County, Wisconsin, along with the right of use and easement to the common elements and facilities as set forth in said Declaration, all in Lexington Courts Condominium of Fort Atkinson, a condominium existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, and recorded by Declaration as such Condominium in the office of the Register of Deeds for Jefferson County, Wisconsin on October 14, 1999 at 2:40 p.m. in Volume 1125 of Records on Page 001, as Document No. 1027288.



Legend:
- = Phase Line
- = Easement
- ● = 3/4" dia. iron rod found unless otherwise noted
- O = 3/4"dia. X 24" long iron rod set 1.5lbs. per Lineal Foot
- = Limited Common Elements

SURVEYOR'S CERTIFICATE

I, David C. Riesop, Registered Land Surveyor, hereby certify that this Condominium Plat of Lexington Courts is a correct representation of the field survey and of the property described hereon, that the floor plans shown are reproduced from the architects building plans furnished, that the identification and location of each unit and the common elements can be determined from the plat, and that this survey and plat is correct to the best of my knowledge and belief.

Dated 11/11/99

David C. Riesop S-1551

DAVID C. RIESOP S-1551 DEFOREST WISCONSIN LAND SURVEYOR

NOTES.

1)Building dimensions show are taken from plans furnished by Kaashagen and Sons, Inc , the general contractor from Cambridge, WI All dimensions are exterior building dimensions and all Unit areas are based on exterior building dimensions.

2)All porches, patios, entrance stoops, concrete walks and bituminous drives and parking areas are limited common elements. All other areas of this condominium not designated as a Unit or limited common element are common elements

CONDOMINIUM PLAT AREA, PHASE 1

Part of Jefferson County Certified Survey Map number 3856 and Lot 4 Jefferson County Certified Survey Map number 3609, being part of the SW ¼ of the SE ¼ of Section 32, T.6N , R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows

Commencing at the Northwest corner of Jefferson County Certified Survey Map number 3856, thence S83°28'43"E, along the North line thereof, 109.71 feet to the point of beginning of this description; thence continue S83°28'43"E, along said North line, 162.06 feet, thence N84°29'41"E, along aforesaid North line, 219.58 feet to the Southwest Corner of Lot 4 Jefferson County Certified Survey Map number 3609; thence N12°04'29E along the West line of said lot, 122.18 feet to the Northwest corner thereof; thence S77°55'31"E along the North line of said lot, 115.52 feet to the Northeast corner thereof, thence S12°04'29"W along the East line of said lot and its extension thereof, 286.24 feet to the Southeast Corner of Jefferson County Certified Survey Map number 3856, thence N31°41'34"W, 213.17 feet, thence S84°29'41"W along the North line of said Certified Survey Map, 140.58 feet; thence S00°00'00"E, 143.01 feet to the South line of said Certified Survey Map; thence S90°00'00"W along said South line, 206.31 feet, thence N00°00'00"E, 157.05 feet to the point of beginning The above described containing 1.308 acres or 56,978 square feet

DESCRIPTION OF LANDS RESERVED FOR EXPANSION

Part of Jefferson County Certified Survey Map number 3856, being part of the SW ¼ of the SE ¼ of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin more fully described as follows

Beginning at the Northwest corner of Jefferson County Certified Survey number 3856, thence S83°28'43"E, along the North line thereof, 271.77 feet, thence N84°29'41"E, along aforesaid North line, 166.08 feet, thence S31°41'34"E, 213.17 feet to the Southeast Corner of aforesaid Certified Survey Map; thence N77°17'30"W along the South line of said Certified Survey Map, 76.36 feet to a point of curvature of a curve to the left, said curve having a central angle of 12°42'30" and a radius of 330.00 feet, the long chord of which bears N83°38'45"W, 73.04 feet, thence Northwesterly along the arc of said curve and said South line, 73.20 feet to its point of tangency thereof, thence S90°00'00"W along aforesaid South line, 104.84 feet, thence N00°00'00"W, 143.01 feet to the North line of aforesaid Certified Survey Map; thence S84°29'41"W along said North line, 45.50 feet; thence continue along said North line N83°28'43"W, 162.06 feet, thence S00°00'00"E, 157.05 feet to the aforesaid South line of said Certified Survey Map; thence S90°00'00"W along said South line, 109.00 feet; thence N00°00'00"E, 189.50 feet to the point of beginning The above described containing 1.092 acres or 47,546 square feet

Register of Deeds Certificate
Received for Recording this 14th day of October, 1999
at 1:46 o'clock P M., and recorded in ~~Volume~~ Deeds A
of Map 74, ~~on pages~~.

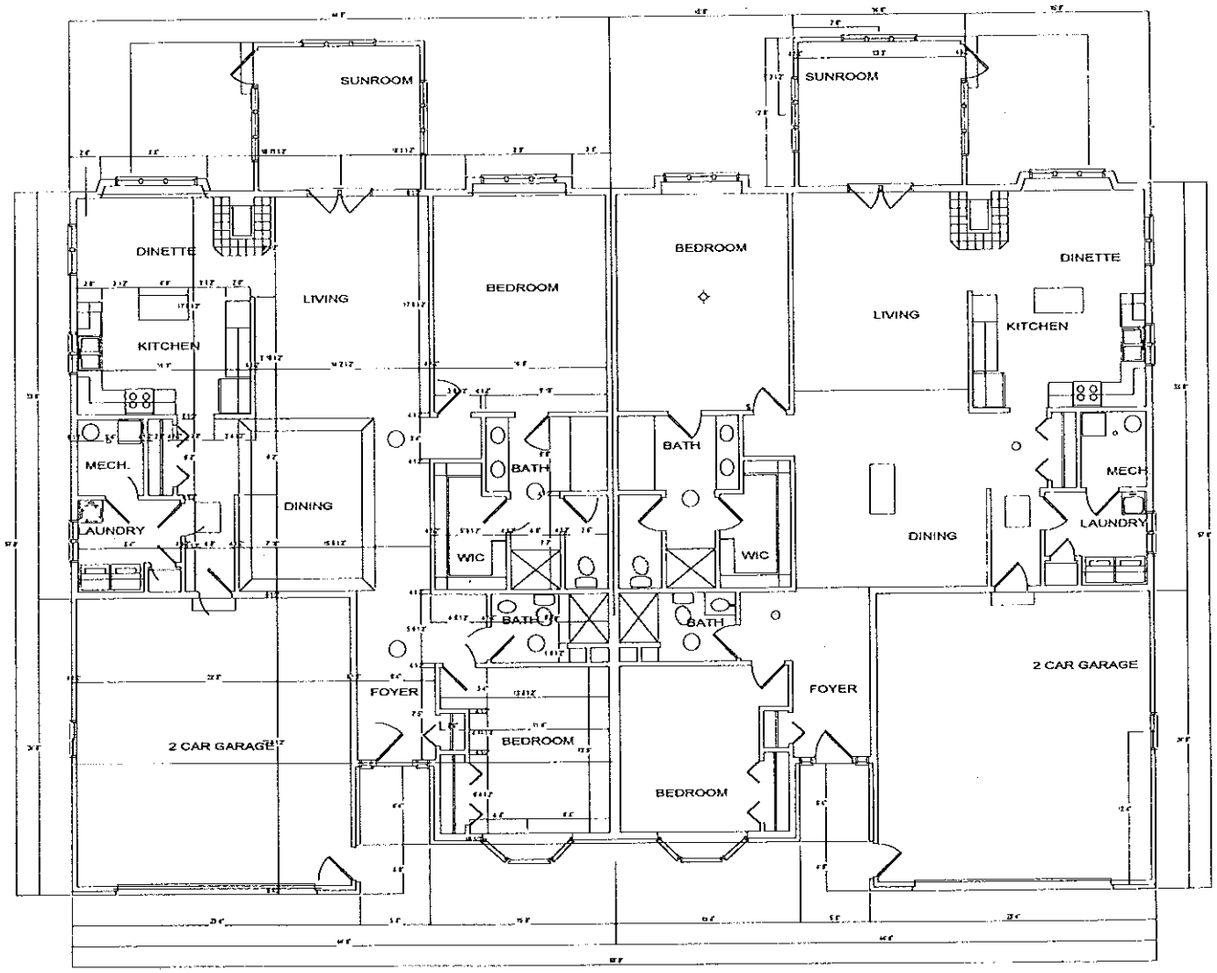
Lary Eckert, Register of Deeds, Jefferson County

LEXINGTON COURTS
Condominium Plat

Lot 1, Jefferson County Certified Survey Map Number 3856, together with Lot 4, Jefferson County Certified Survey Map Number 3609, all in the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin

2175.98
Sheet 1 of 4

1627251 74A



1518

Unit = 1,894 Square Feet
Garage = 559 = Square Feet

1520

Unit = 1,894 Square Feet
Garage = 559 = Square Feet

NOTES
1)Building dimensions show are taken from plans furnished by Kaashagen and Sons, Inc , the general contractor from Cambridge, WI All dimensions are exterior building dimensions and all Unit areas are based on exterior building dimensions

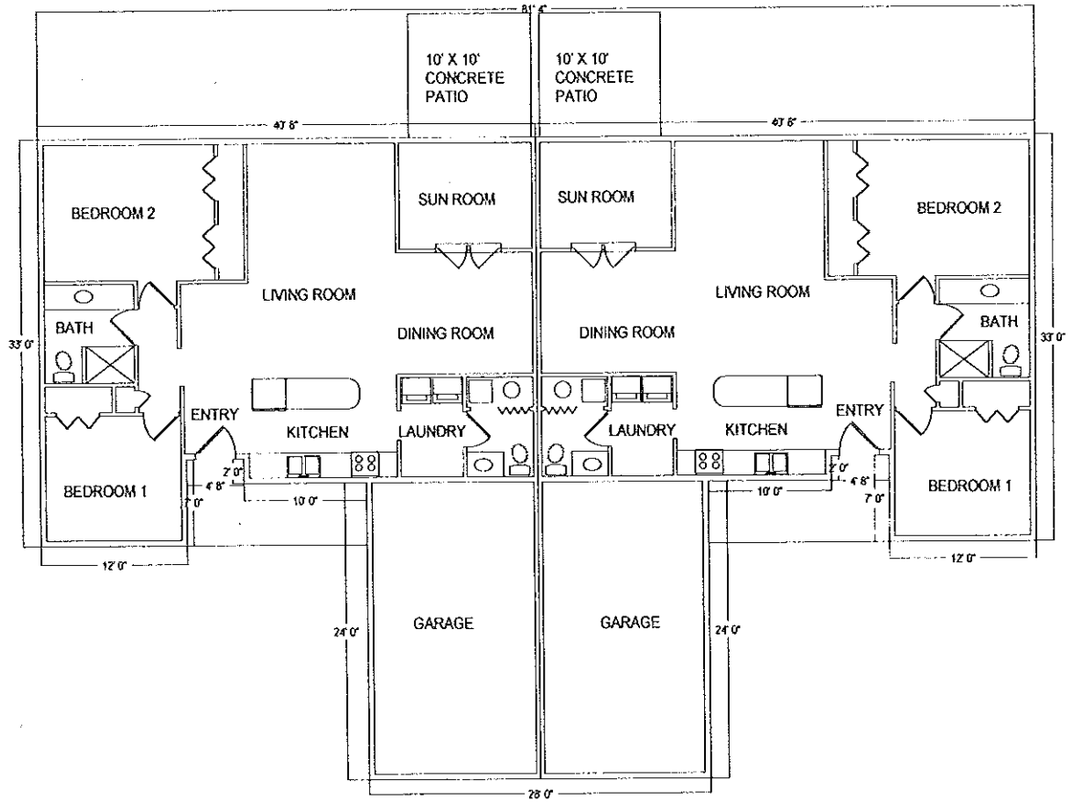
2)All porches, patios, entrance stoops, concrete walks and bituminous drives and parking areas are limited common elements. All other areas of this condominium not designated as a Unit or limited common element are common elements

FLOOR PLAN

LEXINGTON COURTS
Condominium Plat

Lot 1, Jefferson County Certified Survey Map Number 3856, together with Lot 4, Jefferson County Certified Survey Map Number 3609, all in the SW 1/4 of the SE 1/4 of Section 32, T.6N., R 14E., City of Fort Atkinson, Jefferson County, Wisconsin

2175-99
Sheet 2 of 4



NOTES:
1)Building dimensions show are taken from plans furnished by Krashagen and Sons, Inc., the general contractor from Cambridge, WI. All dimensions are exterior building dimensions and all Unit areas are based on exterior building dimensions

2)All porches, patios, entrance stoops, concrete walks and bituminous drives and parking areas are limited common elements. All other areas of this condominium not designated as a Unit or limited common element are common elements

621

Unit = 1,189 Square Feet
Garage = 308 Square Feet

FLOOR PLAN

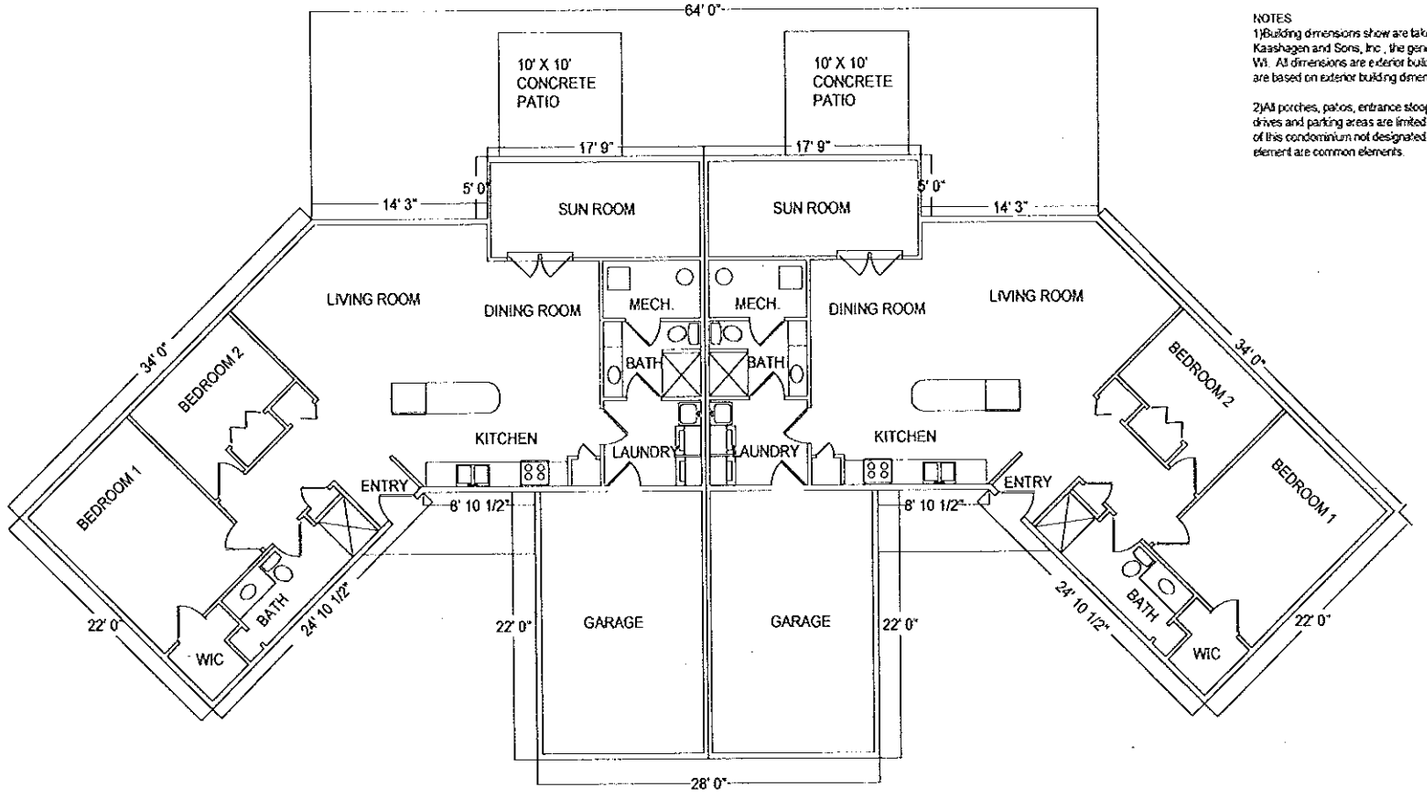
623

Unit = 1,189 Square Feet
Garage = 308 Square Feet

LEXINGTON COURTS
Condominium Plat

Lot 1, Jefferson County Certified Survey Map Number 3556, together with Lot 4, Jefferson County Certified Survey Map Number 3609, all in the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin.

182728 1 74C



NOTES
1)Building dimensions show are taken from plans furnished by Kaashagen and Sons, Inc , the general contractor from Cambridge, Wi. All dimensions are exterior building dimensions and all Unit areas are based on exterior building dimensions.

2)All porches, patios, entrance stoops, concrete walks and bituminous drives and parking areas are limited common elements. All other areas of this condominium not designated as a Unit or limited common element are common elements.

613 or 1514

Unit = 1321 Square Feet
Garage = 308 Square Feet

FLOOR PLAN

615 or 1512

Unit = 1321 Square Feet
Garage = 308 Square Feet

LEXINGTON COURTS
Condominium Plat

Lot 1, Jefferson County Certified Survey Map Number 3656, together with Lot 4, Jefferson County Certified Survey Map Number 3609, all in the SW 1/4 of the SE 1/4 of Section 32, T.6N., R.14E., City of Fort Atkinson, Jefferson County, Wisconsin

2175.99
Sheet 4 of 4

PROSPECT MANAGEMENT COMPANY

Lexington Court Condominium Association
Clubhouse Rules & Regulations

Those who wish to use the clubhouse for a party or meeting should contact the Management Company at 414-540-0004 to reserve the date. Reservations are made on a first-come-first-serve basis and must be made in writing by the Unit Owner only. The day after your party, an inspection of the clubhouse will be done by a representative from Prospect Management or the Board of Directors. The Unit will be charged directly for any damage during the reserved time.

A $25.00 rental fee is required and to be included with this reservation form. The $25 fee is non-refundable. The check should be written out to and mailed to Lexington Court Condominiums, 5645 N. Green Bay Ave. Glendale, WI 53209.

Heat and air conditioning may be adjusted for your comfort, however when the room is no longer in use, the thermostat is to be set at 62° degrees in the winter and 78° degrees in the summer.

At the end of the function the Unit Owner/individuals using the clubhouse must remove all personal belongings, make sure furniture is in its proper place, remove all refuse resulting from their use, replace garbage bags in containers, turn off all lights and lock all doors to the clubhouse. The clubhouse should be cleaned by 12:00 noon the following day. Please recycle according to the recycling guidelines posted in the clubhouse. .

No taping or attaching decorations to walls. No smoking is allowed in the clubhouse at any time. No overnight accommodations are allowed in the clubhouse.

If damage is found when the event ends, the unit owner reserving the room will be charged for the cost incurred to repair.

Lexington Court Condominium Association
Clubhouse Reservation Request

_____
Date Requested

_____
Unit Owner Name

_____
Address

_____
Contact Phone No.

_____
Email Address

_____ _____ _____
Reservation Date Set up time Approximate End time

Resolution of the Rules and Regulations
Lexington Court Condominiums

Enacted: 2/1/2016
Effective: 2/1/2016

WHEREAS, the Board of Directors of the Lexington Court Condominium Association is empowered, to from time to time adopt rules & regulations pursuant to Article 13(r) of the By-Laws.

WHEREAS there is a need to ensure all owners are aware of the Governing Documents, it is the intention of the Board of Directors to create a sound enforcement and grievance process and procedure when enforcing the governing documents.

THEREFORE the Board of Directors will enact an enforcement and grievance process and procedure that are adopted into the Rules and Regulations of the Association.

THEREFORE BE IT RESOLVED, the Board of Directors has voted, and documented in the meeting minutes on 4/21/2016 that the Enforcement and Grievance Process and Procedures is to be as follows:

Section P – Enforcement and Grievance Process and Procedures

1. Any violation of the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents") should be brought to the attention of the Association's management company. This may be by telephone and confirmed in writing by any resident.
2. A notice (document indicating the violation) will be written to the unit owner and directing that the violation cease.
3. The following is a schedule of the fines that will be imposed for non-compliance with the Condominium Documents.
    a. Twenty-five dollars ($25.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the $25.00 fine to be assessed. 30 days will be given to cure defect.
    b. Fifty dollars ($50.00) shall be assessed against a resident or Unit Owner for a third violation of the Condominium Documents. The third violation does not need to be the same violation as the second violation in order for the $50.00 fine to be assessed. 30 days will be given to cure defect.
    c. Seventy-five dollars ($75.00) shall be assessed against a resident or Unit Owner for a forth violation of the Condominium Documents. The fourth violation does not need to be the same violation as the third violation in order for the $75.00 to be assessed. 30 days will be given to cure defect.
    d. One hundred dollars ($100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents. 30 days will be given to cure defect.
    e. Notwithstanding paragraphs 1-3 immediately above, one hundred dollars ($100.00) for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
        i. The violation is in direct defiance of a previous mandate from the Board of Directors;
        ii. The violation was malicious in its intent;
        iii. The violation is evidence of a pattern of the resident's or Unit Owner's non-

compliance with the Condominium Documents; or

iv. The violation is of such a nature that the violation cannot be corrected and/or that the direct monetary restitution cannot be determined (i.e. if alterations are made that cannot be restored to their original state)

v. No grace period will be given to cure defect.

4. Any Unit Owner may appeal any enforcement procedure employed by the Board of Directors or the Association's management company by writing a letter to the Association's management company stating the reason for the appeal within 14 days of the dated violation letter. This may be by telephone but must be confirmed in writing by resident. In response:
    a. The Board shall appoint a Grievance Committee of three (3) disinterested members (members who are not directly involved in the dispute) of the Association to review the enforcement action.
    b. A letter shall be sent by certified mail, return receipt requested, informing all parties;
        i. Of the time, place and date of a hearing before the Grievance Committee.
        ii. Of the right to counsel.
        iii. That evidence shall be received and a record made whether or not the party complained against attends.
    c. The hearing shall be divided into two (2) sections:
        i. The hearing.
        ii. The determination and decision.
    d. The Hearing shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
    e. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
    f. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
    g. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
    h. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
    i. Absent evident corruption, fraud, or impartiality the decision of the Grievance Committee shall be final and binding.