

DISCLOSURE MATERIALS
PHEASANT RUN CONDOMINIUM

DECLARANT: PHEASANT RUN PARTNERSHIP

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS 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

The disclosure materials which the Seller is required by law to provide to each prospective condominium unit purchaser contain the following documents and exhibits:

1. Declaration. The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins at page 1-1 of these disclosure materials.

2. By-Laws. The By-Laws contain rules which govern the Association and affect the rights and responsibilities of unit owners. The By-Laws begin at page 2-1 of these disclosure materials.

3. Management or employment contracts. Certain services may be provided to the condominium through contracts with individuals or private firms. Discussion of these items begins at page 3-1 of these disclosure materials.

4. Projected annual operating budget. The Association incurs expenses for the operation of the condominium which are assessed to and paid monthly by the unit owners. The projected operating budget is an estimate of those charges which are in addition to individual unit owner mortgage, insurance, utility and real estate tax payments. The budget begins at page 4-1 of these disclosure materials.

5. Floor plan and plat. The Seller has provided a floor plan of the unit being offered for sale and a plat of the condominium which shows the locations of the units and all facilities and common elements which are part of the condominium. The floor plan and plat are shown beginning at page 5-1 of these disclosure materials.

6. Rules and regulations. The Condominium Association is empowered to establish reasonable rules and regulations governing the use of the units and the common elements. The initial rules and regulations are set forth beginning at page 6-1 of these disclosure materials.

TABLE OF CONTENTS
DECLARATION OF PHEASANT RUN CONDOMINIUM
Jackson, Wisconsin

	<u>Page Number</u>
ARTICLE I - GENERAL PROVISIONS	
Section 1.01 - Intent	1-1
Section 1.02 - Name and Address	1-1
Section 1.03 - Description of Land	1-1
Section 1.04 - Condominium Plat	1-1
Section 1.05 - Condominium Plat Amendments	1-2
ARTICLE II - BUILDINGS AND UNITS	
Section 2.01 - Location of Buildings	1-2
Section 2.02 - Building Identification System	1-2
Section 2.03 - Description of Buildings	1-2
ARTICLE III - CONDOMINIUM UNITS	
Section 3.01 - Number of Units	1-2
Section 3.02 - Unit Defined	1-2
Section 3.03 - Description of Units	1-3
Section 3.04 - Unit Fixtures	1-3
Section 3.05 - Unit Identification System	1-3
Section 3.06 - Completion of Units	1-3
Section 3.07 - Unit Modification	1-3
Section 3.08 - Boundary Wall Easements	1-3
ARTICLE IV - COMMON ELEMENTS AND FEATURES	
Section 4.01 - Description	1-4
Section 4.02 - Percentage Interest	1-4
Section 4.03 - Transfer of Common Elements	1-5
Section 4.04 - Partition of Common Elements	1-5
ARTICLE V - LIMITED COMMON ELEMENTS	
Section 5.01 - Limited Common Elements	1-5
Section 5.02 - Transfers	1-5
ARTICLE VI - REPAIRS AND MAINTENANCE	
Section 6.01 - Common Elements	1-6
Section 6.02 - Limited Common Elements	1-6
Section 6.03 - Individual Units	1-6
Section 6.04 - Limitations On Changes	1-6
Section 6.05 - Entry for Repairs	1-6

ARTICLE VII - ASSESSMENTS FOR COMMON EXPENSES

Section 7.01	- Purpose of Assessments	1-7
Section 7.02	- Common Expenses	1-7
Section 7.03	- Share of Common Expenses	1-7
Section 7.04	- Special Charges	1-7
Section 7.05	- Annual Assessments	1-7
Section 7.06	- Common Surpluses	1-8
Section 7.07	- Special Assessment	1-8
Section 7.08	- Uniform Rate of Assessment	1-8
Section 7.09	- Covenant to Pay	1-8
Section 7.10	- Liability for Assessments upon Conveyance	1-8
Section 7.11	- Lien for Assessments	1-9
Section 7.12	- Priority of Lien	1-9
Section 7.13	- Enforcement of Lien	1-10
Section 7.14	- Additional Remedies	1-10
Section 7.15	- Assessments Against Declarant	1-10

ARTICLE VIII - COVENANTS ON USE AND OCCUPANCY

Section 8.01	- Use of Premises	1-10
Section 8.02	- Construction Activities	1-11
Section 8.03	- Prohibited Activities and Signs	1-11
Section 8.04	- Use of Common Elements	1-11
Section 8.05	- Occupancy Restrictions	1-11
Section 8.06	- Pets and Animals	1-11
Section 8.07	- Fences Regulated	1-11
Section 8.08	- Motor Vehicles	1-12
Section 8.09	- Commercial and Recreational Vehicles	1-12
Section 8.10	- Nuisances	1-12
Section 8.11	- Insurance & Safety Hazards	1-12
Section 8.12	- Roof Structures	1-12
Section 8.13	- Accessory Structures	1-12
Section 8.14	- Leasing of Units	1-12
Section 8.15	- Unoccupied Units	1-12

ARTICLE IX - REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01	- Compliance Required	1-13
Section 9.02	- Emergency Entry for Abatement	1-13
Section 9.03	- Legal Remedies	1-13

ARTICLE X - INSURANCE

Section 10.01	- Insurance by Association	1-13
Section 10.02	- Assessment of Premiums	1-13
Section 10.03	- Coverage	1-14
Section 10.04	- Use of Proceeds	1-14
Section 10.05	- Insurance by Unit Owners	1-14
Section 10.06	- Limitation on Liability	1-15

ARTICLE XI - RECONSTRUCTION		
Section 11.01	- Determination	1-15
Section 11.02	- Variances	1-15
Section 11.03	- Financing	1-15
ARTICLE XII - ASSOCIATION OF UNIT OWNERS		
Section 12.01	- Legal Entity	1-16
Section 12.02	- Membership and Voting Rights	1-16
Section 12.03	- Powers of the Association	1-16
Section 12.04	- Meetings of the Association	1-17
Section 12.05	- Declarant Control	1-17
Section 12.05	- Indemnity of Association	1-18
ARTICLE XIII - EASEMENTS AND ENCROACHMENTS		
Section 13.01	- Utility Repair Easements	1-18
Section 13.02	- Easements to Run with the Land	1-18
Section 13.03	- Encroachments	1-18
ARTICLE XIV - MUNICIPAL SERVICES		
Section 14.01	- Sewer and Water Charges	1-19
Section 14.02	- Property Taxes	1-19
Section 14.03	- Special Charges - Waiver of Notice	
Section 14.04	- Proximity to Wastewater Treatment Plant	1-19
Section 14.05	- Sidewalk on Eagle Drive	1-20
ARTICLE XV - MISCELLANEOUS PROVISIONS		
Section 15.01	- Notice to Mortgage Lenders	1-20
Section 15.02	- Covenants to Run with Land	1-20
Section 15.03	- Non-Waiver of Covenants	1-20
Section 15.04	- Waiver of Damages	1-20
Section 15.05	- Amendment of Declaration	1-21
Section 15.06	- Severability	1-21
Section 15.07	- Service of Process	1-21
EXHIBIT A		1-23
EXHIBIT B		1-24
CONSENTS OF MORTGAGE HOLDERS		1-25

605987

VOL 1211 PAGE 442

Return To
 St. Louis
 Office
 P.O. Box 176
 West Bend, WI
 53095

RECORDED

JUN 30 2 55 PM '92

Deedly & Sonning
 REGISTER OF DEEDS
 WASHINGTON COUNTY, WI

DECLARATION

PHEASANT RUN CONDOMINIUM
 IN THE VILLAGE OF
 JACKSON, WISCONSIN 53037

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by Pheasant Run Partnership, A Joint Venture, 3793 Thoma Park Drive, West Bend, Wisconsin, hereinafter referred to as "Declarant".

ARTICLE I

ESTABLISHMENT

Section 1.01 - Intent. The Declarant, as fee owner of the land described in Section 1.03 hereof, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration and the By-Laws of the association of unit owners created under Article XII of this Declaration (hereinafter the "Association").

Section 1.02 - Name and Address. The name by which this condominium shall be known is "Pheasant Run Condominium". The condominium is located on the west side of Eagle Drive, south of STH 60 in the Village of Jackson, Wisconsin. Each building of the condominium containing units has a street address assigned to it as set forth in Section 2.02 of this Declaration.

Section 1.03 - Description of Land. The land which is the subject of this Declaration is described as follows:

Lot 1 of Certified Survey Map No. 3839 recorded in the Washington County Registry on March 24, 1992 in Volume 24 of Certified Survey Maps, Pages 175-176 as Document No. 597317, being part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 20, T 10 N, R 20 E, Village of Jackson, Washington County, Wisconsin.

Section 1.04 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Washington County, a condominium plat entitled "Pheasant Run Condominium", consisting of three (3) sheets, certified on May 21, 1992 by Eugene C. Uttech, R.L.S. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

Section 1.05 - Condominium Plat Amendments. The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the sole purpose of recording the actual location of any unit or any building or other common element improvement which may deviate from the planned location shown on the plat.

ARTICLE II

CONDOMINIUM BUILDINGS

Section 2.01 - Location of Buildings. The buildings are or will be located on the property as depicted on the condominium plat.

Section 2.02 - Building Identification System. The buildings containing the condominium living units shall each be assigned a post office street address and two-part identification number as set forth in Exhibit A.

Section 2.03 - Description of Buildings. There will be 19 side-by-side duplex buildings, each of which will contain two condominium units. Each building shall be substantially the same size, style and configuration and will be constructed from the same plan with some variations in exterior finish materials. The buildings will be one-story, wood frame and masonry construction with full basements and two-stall attached garages. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association.

ARTICLE III

CONDOMINIUM UNITS

Section 3.01 - Number of Units. The condominium when completed will have a total of 38 units.

Section 3.02 - Unit Defined. A condominium unit is that portion of a building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms or enclosed spaces on one or more levels and having outer boundaries formed:

- (i) as to finished areas, by and including the interior surface materials (i.e., drywall, panelling, tiling and floor coverings) of the perimeter and internal structural walls, floors and ceilings; and
- (ii) as to any unfinished areas (such as a basement), by the following:
 - (a) upper boundaries shall be the horizontal plane created

by the undersurface of the ceiling/floor joists or the undersurface of the chords of the roof trusses, as the case may be;

- (b) lower boundaries shall be the upper surface of the unfinished floor; and
- (c) vertical boundaries shall be the vertical plane created by the inner surface of perimeter and structural wall studs.

Each unit includes its attached garage, the unit fixtures and, in the case of units having more than one level, the stairwells providing access between levels. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed pursuant to Section 1.05 of this Declaration.

Section 3.03 - Description of Units. Each unit contains approximately 1525 square feet of living space including two bedrooms, a living room, dining area, kitchen, utility area, full basement and garage. Details of the floor plan are available for inspection at the office of the Declarant or the Association.

Section 3.04 - Unit Fixtures. Improvements to a unit which are permanent in nature are unit fixtures. Typical unit fixtures include the following: interior non-load bearing walls, entry and interior doors, window and door glass, cabinetry, electric wiring and lighting fixtures, wall to wall floor coverings, plumbing fixtures and pipes, heating and air-conditioning systems, water heater, exhaust fans and such other built-in or permanent improvements or appliances which may be within the unit.

Section 3.05 - Unit Identification System. Each unit has a unit identification number, a street address and a real estate tax key number as set forth in Exhibit B to this Declaration. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes. When a conveyance affecting a unit occurs prior to the construction of a unit, the unit identification number shall be used and shall be legally sufficient to convey to the grantee the right to construct that unit in accordance with this Declaration.

Section 3.06 - Completion of Units. All units, whether owned by the Declarant or a successor to the Declarant, shall be constructed and completed within five (5) years of the date this Declaration is recorded. Units not completed within said five (5) years shall be removed from the condominium in accordance with the Act unless the time period is extended in accordance with the Act.

Section 3.07 - Unit Modification. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.04 of this

Declaration.

Section 3.08 - Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding that unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the sound-proofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

ARTICLE IV

COMMON ELEMENTS AND FACILITIES

Section 4.01 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article III of this Declaration, and including, without limitation, the following:

- (1) The land described in Section 1.03 of this Declaration.
- (2) The building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, foundations, structural support systems, exterior finish materials, entry stoops, porches, decks and patios.
- (3) The electric, telephone, communication, gas, water, sewer and other utility wiring, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls and which are not owned and maintained by a public or private utility company.
- (4) The private roadways, driveways and sidewalks.
- (5) The lawn and landscape areas and improvements.
- (6) All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners.

Some common elements may, depending upon their location and use, be classified as limited common elements under Article V of this Declaration.

Section 4.02 - Percentage Interest. Each unit owner shall have an undivided 1/38 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium.

Section 4.03 - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be conveyed, leased or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.04 - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

ARTICLE V

LIMITED COMMON ELEMENTS

Section 5.01 - Limited Common Elements. Certain common elements which are contiguous to a unit within a building shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

- (1) Those common elements identified as limited common elements on the condominium plat.
- (2) The electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the service board or service connection to and within each unit.
- (3) Patios and decks immediately adjacent to and having access directly from a unit.
- (4) The entry stoop, sidewalk and garage driveway.
- (5) A four-foot wide shrub and flower planting strip immediately adjacent to the rear patio of each unit and along the front wall from the entry to the common wall, the planting and maintenance of which shall be the responsibility of the unit owner or occupant.
- (6) Such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

Section 5.02 - Transfers. The use of limited common elements shall not be separated from the unit to which such use appertains and shall be deemed transferred with the unit when it is leased, conveyed or encumbered, even though such interest is not expressly mentioned

or described in the conveyance instrument.

ARTICLE VI

REPAIRS AND MAINTENANCE

Section 6.01 - Common elements. The Association shall, subject to Section 6.02, be responsible for the management, control, maintenance, repair and replacement of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be charged in accordance with Section 7.04 of this Declaration.

Section 6.02 - Limited Common Elements. Each unit owner shall be responsible for keeping the limited common elements appurtenant to his or her unit in a clean, attractive and sanitary condition. If, after notice from the Association, a unit owner fails to timely comply with this provision, the Association may take corrective measures and the cost thereof may be charged in accordance with Section 7.04 of this Declaration.

Section 6.03 - Individual Units. Each unit owner shall be responsible for keeping his or her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures.

Section 6.04 - Limitations on Changes. No unit owner shall alter the floor plan or modify the fixtures of his/her unit without first obtaining, during the period of Declarant control as defined in Section 12.05 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of a building or the safety of the property, or impair any easement or hereditament.

Section 6.05 - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE VII

ASSESSMENTS FOR COMMON EXPENSES

Section 7.01 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 7.02 - Common Expenses. Common expenses are defined as follows:

- (1) all sums lawfully assessed against the unit owners by the Association;
- (2) expenses declared common expenses by the Act, by this Declaration or the By-Laws;
- (3) amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements. The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

Section 7.03 - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 4.02 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be accounted for separately and be charged to the unit owner responsible therefor as a special charge.

Section 7.04 - Special Charges. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for corrective measures taken in accordance with Section 6.02 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefor as a special charge. Penalties assessed by the Board of Directors for infractions of rules shall also be special charges.

Section 7.05 - Annual Assessments. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due

shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined.

Section 7.06 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.02 of this Declaration.

Section 7.07 - Special Assessment. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or unpredicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for the which the same was levied.

Section 7.08 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.02 of this Declaration.

Section 7.09 - Covenant to Pay. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 7.10 - Liability for Assessments upon Conveyance.

- (1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein,

without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.

- (2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.11 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within ten (10) business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.11 hereof prior to the request for the statement.

Section 7.11 - Lien for Assessments. All assessments, regular or special, and special charges levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien upon such unit and upon the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien.

Section 7.12 - Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

- (1) liens of general and special taxes;
- (2) liens of a first mortgage recorded prior to the making of the assessment;
- (3) construction liens filed prior to the making of the assessment; and
- (4) all sums unpaid on any veteran secondary mortgage loan made under Section 45.80, Stats.

All other liens created after the date of the recording of this Declaration shall be inferior in priority to liens of the Association for any assessment, whether or not so specifically set forth in the instruments

creating such liens.

Section 7.13 - Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

Section 7.14 - Additional Remedies. Any assessment or installment thereof not paid within 10 days after the due date shall accrue interest from the due date at a rate which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon the execution of a judgment. In lieu of charging such interest, the Association Board of Directors may, from time to time, fix a reasonable late payment fee for each month, or fraction thereof, that such assessment is not paid. All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the unit owner obligated to pay the assessment or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessments hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

Section 7.15 - Assessments Against Declarant. Notwithstanding any other provision of this Article, the Declarant is not required to pay annual or special assessments under this Article for unoccupied units owned by the Declarant. Declarant shall, however, pay a standby charge sufficient to cover the costs of Association insurance attributable to such units plus \$10.00 per unit per month. The standby charge shall accrue as to each such unit from the date an occupancy permit is issued for the unit by the governmental agency having jurisdiction to issue such permits.

ARTICLE VIII

COVENANTS ON USE AND OCCUPANCY

Section 8.01 - Use of Premises. All units in the condominium shall, except as hereafter provided, be used exclusively for residential dwelling purposes consistent with the size and facilities of the units. During the period in which initial sales of units by the Declarant are in progress, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for busi-

ness or promotional purposes, including clerical activities, sales offices and model units for display, provided such activities do not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.02 - Construction Activities. During the initial period of construction of the buildings and facilities of the condominium, the Declarant, his contractors and subcontractors and their respective agents and employees, shall be entitled to access to said buildings and all common elements of the condominium as may be required in connection with such construction.

Section 8.03 - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium; nor, except as permitted by Association rules or regulations, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the sale of unsold units.

Section 8.04 - Use of Common Elements. Each unit owner shall have the right to use the common elements and facilities in common with all other unit owners for the purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be operated and maintained as an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.05 - Occupancy Restrictions. No unit shall be occupied by more than four (4) persons.

Section 8.06 - Pets and Animals. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except such household pets as may be kept in units in strict compliance with Association rules and regulations.

Section 8.07 - Fences Regulated. No fence of any kind and no visual screen, barrier, hedge or other device or structure of any type may be erected within the condominium unless it has been approved by

the Association as an integral part of the landscaping plan.

Section 8.08 - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall keep no more than two (2) four-wheeled licensed motor vehicles and no more than two (2) licensed two-wheeled motorized bikes on the condominium property. All vehicles shall be kept and parked in strict compliance with Association rules and regulations. Except for the vehicles of guests of unit occupants, and except as provided in Section 8.09 hereof, the parking of all other vehicles of any kind on the condominium property is prohibited. All motor vehicles must be licensed and operable.

Section 8.09 - Commercial and Recreation Vehicles. No person shall use any of the common elements of the condominium for the parking, storage or operation of motor homes, campers, trucks over one-ton capacity, snow-mobiles, motorized bikes or other commercial or recreation-type vehicles, except as permitted by Association rules and regulations.

Section 8.10 - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Association, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.11 - Insurance and Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.12 - Roof Structures. No owner or occupant shall place upon the roof of any building any antenna, tower, solar collector or other similar device.

Section 8.13 - Accessory Structures. No accessory structure shall be constructed or placed on the condominium property except by action of the Association.

Section 8.14 - Leasing of Units. The Declarant may lease units which it owns upon such terms and conditions as it determines. After a unit has been sold by the Declarant, the unit owner may not thereafter lease the unit for a term of less than one month. The owner of a leased unit shall notify the Association of the tenant's name and telephone number.

Section 8.15 - Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall

notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

ARTICLE IX

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01 - Compliance Required. Every unit owner and occupant shall comply strictly with every rule, restriction, condition or regulation adopted by the Association under the By-Laws, and with the covenants, conditions and restrictions set forth in the Act, this Declaration, By-Laws or in the deed to the unit.

Section 9.02 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the building or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.03 - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE X

INSURANCE

Section 10.01 - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property [as defined in §703.02(14) of the Act] against loss or damage by fire or other hazard and against liability claims. The amount of protection and the types of hazards to be covered shall be reviewed and determined at least annually by the Board of Directors. The insurance provided by the Association shall be without prejudice to the right of each unit owner to insure his or her own unit for personal benefit provided, however, that no owner shall be entitled to exercise his or her right to maintain individual unit insurance in such a way as to decrease the amount which may be realized under any Association insurance policy.

Section 10.02 - Assessment of Premiums. Premiums for Association insurance policies shall be a common expense to be included in the annual assessment established pursuant to Section 7.05 of this Declaration. During the period of Declarant control as defined in Section

12.05 of this Declaration, the Declarant shall select the manner of allocation, assessment and collection of Association insurance premiums.

Section 10.03 - Coverage. The Association shall provide the following types of insurance coverage:

- (1) Property Insurance. The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.02 of this Declaration. All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risk) endorsement. To the extent possible, such insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests without thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time.
- (2) Liability Insurance. Public liability insurance shall be provided covering all claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.
- (3) Workers Compensation. Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.
- (4) Other Insurance. The Board of Directors may provide such other insurance as it determines is necessary or desirable.

Section 10.04 - Use of Proceeds. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Section 10.05 - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering their respective units and following items:

- (1) The contents of the owner's unit, the owner's automobile, any

additions and improvements to his or her unit, the fixtures, decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.

- (2) Public liability coverage to the extent not insured by the liability insurance carried by the Association for all of the unit owners pursuant to Section 10.03 hereof.

Section 10.06 - Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or 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 such damage is covered by fire and other forms of casualty insurance.

ARTICLE XI

RECONSTRUCTION

Section 11.01 - Determination. Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least seventy-five percent (75%) of the unit owners and their mortgagees and within ninety (90) days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 11.02 - Variances. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

Section 11.03 - Financing. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article X of this Declaration, be available to the Association for the purpose of repair or reconstruction. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE XII

ASSOCIATION OF UNIT OWNERS

Section 12.01 - Legal Entity. The affairs of this condominium shall be governed by an unincorporated association of unit owners which is a legal entity for all purposes. The Association shall be known as the Pheasant Run Condominium Owners' Association (herein the "Association").

Section 12.02 - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised (and may be restricted) as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 12.03 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association and shall have the authority and power to:

- (1) adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;
- (2) employ and dismiss employees and agents;
- (3) sue on behalf of the unit owners;
- (4) make contracts and incur liabilities;
- (5) cause additional improvements to be made as a part of the common elements;
- (6) grant easements through or over the common elements;
- (7) grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building;
- (8) enforce the obligation of unit owners to maintain and repair limited common elements;

- (9) obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the condominium, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts;
- (10) obtain and pay for legal and accounting services necessary or desirable in connection with the operation and administration of the condominium;
- (11) acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element;
- (12) establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration;
- (13) contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services;
- (14) exercise any other power granted to the Association by the Act, this Declaration or the By-Laws.

Section 12.04. - Meetings of the Association. Meetings of the Association shall be governed by the following and such additional rules as may be set forth in the By-Laws:

- (1) The Association shall maintain a roster of names and addresses of the current unit owners to whom the notice of meetings of the Association shall be sent.
- (2) Each unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.
- (3) No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to each unit owner at the address shown on the roster or unless waivers are duly executed by unit owners.

Section 12.05 - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of

the Association and exercise the powers and responsibilities otherwise assigned by the Act, this Declaration or the By-Laws to the Association or to its officers for a period ending three (3) years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interests to purchasers, whichever shall first occur. This provision is subject to limitations respecting the election of Association directors as contained in the Act and set forth in the By-Laws.

Section 12.06 - Indemnity of Association. The Association and its officers and directors shall not be liable to the unit owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.02 of this Declaration. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers or the managing agent, as the case may be, as agents for the unit owners or for the Association.

ARTICLE XIII

EASEMENTS AND ENCROACHMENTS

Section 13.01 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas mains, storm sewers, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted to such utility company by the Declarant or the Association. Declarant reserves solely unto itself the right to dedicate to the Village of Jackson water and sewer mains and to grant easements to the Village for maintenance of such mains. The location of contemplated easements is reflected on the condominium plat.

Section 13.02 - Easements to Run with the Land. All interests and rights described and set forth in this Declaration are easements appurtenant to and running with the land, perpetually in full force and

effect and shall at all times inure to the benefit of and be binding upon the Declarant, the Declarant's successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 13.03 - Encroachments. In the event that, by reason of the construction, settling or shifting of any building, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit, or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this paragraph relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XIV

MUNICIPAL SERVICES

Section 14.01 - Sewer and Water Charges. Each unit owner is responsible for the timely payment of sanitary sewer and water user charges imposed upon that unit by the Village of Jackson.

Section 14.02 - Property Taxes. In accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and the collection of taxes in the same manner as any other parcel of real estate.

Section 14.03 - Special Charges - Waiver of Notice. In the event the Village provides services related to the condominium's common elements, either because the Association requests such services, an emergency to health or safety exists or because the Association, after notice from the Village, fails or refuses to timely correct a health or safety problem, the Village may, in accordance with Sec. 66.60(16), Stats., levy and collect special charges for such services. Such charges shall be levied equally to all units of the condominium. The Declarant, for the Declarant and the Declarant's successors and assigns, does hereby consent to the levying of such charges and does hereby waive notice of any hearing with respect to any such levy.

Section 14.04 - Proximity to Wastewater Treatment Plant. The Declarant, for the Declarant, the Declarant's successors and assigns, does hereby acknowledge that this condominium project is located in

proximity to the Village's wastewater treatment plant, which plant may be expanded in the future, and that such proximity is accepted as a condition of the development and occupancy of the condominium.

Section 14.05 - Sidewalk on Eagle Drive. In the event the Village of Jackson, in accordance with §66.615, Stats., shall hereafter order the installation of sidewalk along the west side of Eagle Drive adjacent to the condominium, the Association shall be responsible for the timely payment of any expense thereof charged back to the condominium. If the Association does not make timely payment, the Village is authorized by said statutes and this Declaration to allocate such expense equally to all of the condominium units and the amount charged to each unit may be entered by the Village Clerk in the tax roll as a special tax against each unit and be collected in all respects like other real estate taxes levied against the units.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.01 - Notice to Mortgage Lenders. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 15.02 - Covenants to Run with Land. Each grantee (purchaser of a unit) of the Declarant, and each subsequent purchaser, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land or any unit thereon, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 15.03 - Non-Waiver of Covenants. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 15.04 - Waiver of Damages. Neither the Declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant

pursuant to this Declaration, or the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (i) is asserted by the unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (ii) is made on account of injury to person or damage to or loss of property, wherever located and however caused.

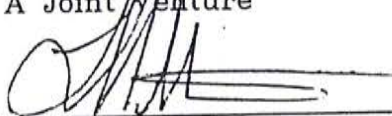
Section 15.05 - Amendment of Declaration. This Declaration may be amended with the written consent of at least two-thirds (2/3) of the unit owners, provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act; provided, however, that Article XIV may not be amended without the consent of the Village of Jackson. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Amendments become effective when recorded in the office of the Register of Deeds of Washington County, Wisconsin.

Section 15.06 - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

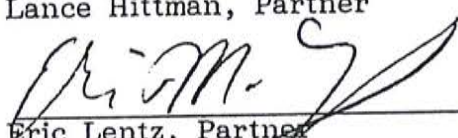
Section 15.07 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process shall be Lance Hittman, 3793 Thoma Park Drive, West Bend, Wisconsin 53095. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association which change of registered agent shall be filed with the Secretary of State and the Clerk of the municipality in which the condominium is located.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the 22nd day of June, 1992.

PHEASANT RUN PARTNERSHIP,
A Joint Venture

By: 

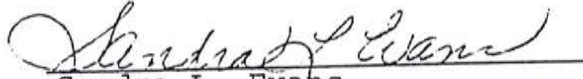
Lance Hittman, Partner

By: 

Eric Lentz, Partner

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 22nd day of June, 1992, the above named Lance Hittman and Eric Lentz, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Sandra L. Evans

Notary Public, Washington Co., Wis.
My Commission expires May 22, 1994

This instrument was drafted by
Atty. Aldwin H. Seefeldt
of
SCHLOEMER, ALDERSON,
SEEFELDT, & SPELLA, S.C.
Corner of Sixth & Hickory
West Bend, WI 53095

EXHIBIT A

BUILDINGS

ADDRESS

I-1	N165 W19525-27 Partridge Path
I-2	N165 W19555-57 Partridge Path
I-3	N165 W19585-87 Partridge Path
I-4	N165 W19582-80 Partridge Path
I-5	N165 W19552-50 Partridge Path
I-6	N165 W19522-20 Partridge Path
II-7	N166 W19523-25 Ravens Way
II-8	N166 W19553-55 Ravens Way
II-9	N166 W19583-85 Ravens Way
II-10	N166 W19582-80 Ravens Way
II-11	N166 W19552-50 Ravens Way
II-12	N166 W19522-20 Ravens Way
III-13	N166 W19521-23 Pheasant Lane
III-14	N166 W19551-53 Pheasant Lane
III-15	N166 W19581-83 Pheasant Lane
III-16	N166 W19586-84 Pheasant Lane
III-17	N166 W19556-54 Pheasant Lane
III-18	N166 W19526-24 Pheasant Lane
III-19	N166 W19506-04 Pheasant Lane

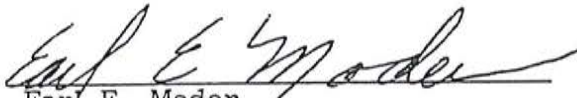
EXHIBIT B

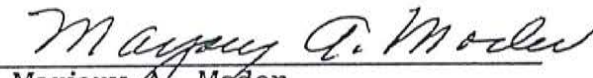
<u>UNIT NO.</u> <u>NUMBER</u>	<u>STREET ADDRESS</u>	<u>TAX KEY</u>
I-1-A	N165 W19525 Partridge Path	V3-0198-01A
I-1-B	N165 W19527 Partridge Path	V3-0198-01B
I-2-A	N165 W19555 Partridge Path	V3-0198-02A
I-2-B	N165 W19557 Partridge Path	V3-0198-02B
I-3-A	N165 W19585 Partridge Path	V3-0198-03A
I-3-B	N165 W19587 Partridge Path	V3-0198-03B
I-4-A	N165 W19582 Partridge Path	V3-0198-04A
I-4-B	N165 W19580 Partridge Path	V3-0198-04B
I-5-A	N165 W19552 Partridge Path	V3-0198-05A
I-5-B	N165 W19550 Partridge Path	V3-0198-05B
I-6-A	N165 W19522 Partridge Path	V3-0198-06A
I-6-B	N165 W19520 Partridge Path	V3-0198-06B
II-7-A	N166 W19523 Ravens Way	V3-0198-07A
II-7-B	N166 W19525 Ravens Way	V3-0198-07B
II-8-A	N166 W19553 Ravens Way	V3-0198-08A
II-8-B	N166 W19555 Ravens Way	V3-0198-08B
II-9-A	N166 W19583 Ravens Way	V3-0198-09A
II-9-B	N166 W19585 Ravens Way	V3-0198-09B
II-10-A	N166 W19582 Ravens Way	V3-0198-10A
II-10-B	N166 W19580 Ravens Way	V3-0198-10B
II-11-A	N166 W19552 Ravens Way	V3-0198-11A
II-11-B	N166 W19550 Ravens Way	V3-0198-11B
II-12-A	N166 W19522 Ravens Way	V3-0198-12A
II-12-B	N166 W19520 Ravens Way	V3-0198-12B
III-13-A	N166 W19521 Pheasant Lane	V3-0198-13A
III-13-B	N166 W19523 Pheasant Lane	V3-0198-13B
III-14-A	N166 W19551 Pheasant Lane	V3-0198-14A
III-14-B	N166 W19553 Pheasant Lane	V3-0198-14B
III-15-A	N166 W19581 Pheasant Lane	V3-0198-15A
III-15-B	N166 W19583 Pheasant Lane	V3-0198-15B
III-16-A	N166 W19586 Pheasant Lane	V3-0198-16A
III-16-B	N166 W19584 Pheasant Lane	V3-0198-16B
III-17-A	N166 W19556 Pheasant Lane	V3-0198-17A
III-17-B	N166 W19554 Pheasant Lane	V3-0198-17B
III-18-A	N166 W19526 Pheasant Lane	V3-0198-18A
III-18-B	N166 W19524 Pheasant Lane	V3-0198-18B
III-19-A	N166 W19506 Pheasant Lane	V3-0198-19A
III-19-B	N166 W19504 Pheasant Lane	V3-0198-19B

CONSENT OF MORTGAGE HOLDER

Earl E. and Marjory A. Moder, Jackson, Wisconsin, the holder of a mortgage from Pheasant Run Partnership, A Joint Venture, dated April 1, 1992 and recorded in the office of the Washington County Register of Deeds on April 7, 1992 in Volume 1187 of Records at Page 114 as Document No. 598704, hereby consents to the execution and recording of the foregoing Declaration dated June 22, 1992 creating Pheasant Run Condominium and hereby submits its mortgage described above to the foregoing Declaration.

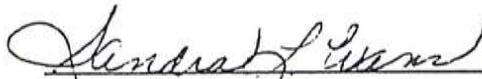
Dated and executed at West Bend, Wisconsin this 27th day of June, 1992.


Earl E. Moder


Marjory A. Moder

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 27th day of June, 1992, the above named Earl E. Moder and Marjory A. Moder, to me known to be such persons who executed the foregoing and acknowledged the same.


Sandra L. Evans
Notary Public, Washington Co., Wis.
My Commission expires May 22, 1994

CONSENT OF MORTGAGE HOLDER

Bank One, West Bend, Wisconsin, holder of the following mortgage from Pheasant Run Partnership, A Joint Venture, dated April 1, 1992 and Recorded in the Washington County Registry on April 7, 1992 in Volume 1187 of Records at Page 110 as Document No. 598702 hereby consents to the execution and recording of the Declaration dated June 22, 1992, creating Pheasant Run Condominium and hereby submits its mortgage described above to the foregoing Declaration.

IN WITNESS WHEREOF, the said Bank One has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at West Bend, Wisconsin this 23rd day of June, 1992.

BANK ONE, WEST BEND

BY: [Signature]

BY: [Signature]

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 23rd day of June, 1992, the above named Joe A. Carlson and Jay Grode,
Vice President (office) and Vice President (office),
respectively of the above corporation, to me known to be such persons
and officers who executed the same as such officers as the deed of said
corporation, by its authority.

[Signature]
Sandra L. Evans
Notary Public, Washington Co., Wis.
My Commission May 22, 1994

PHEASANT RUN CONDOMINIUM OWNERS' ASSOCIATION
Jackson, Wisconsin

PROPOSED ANNUAL BUDGET

Monthly Assessment per Unit -
\$55 per month x 12 months = \$660 per year \$25,080

Expenses:

Insurance	\$ 5,000
Lawn Care	6,000
Snow Removal	8,000
Maintenance and Repairs	1,780
Legal and Accounting	800
Reserve funds	<u>3,500</u>

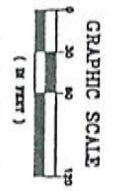
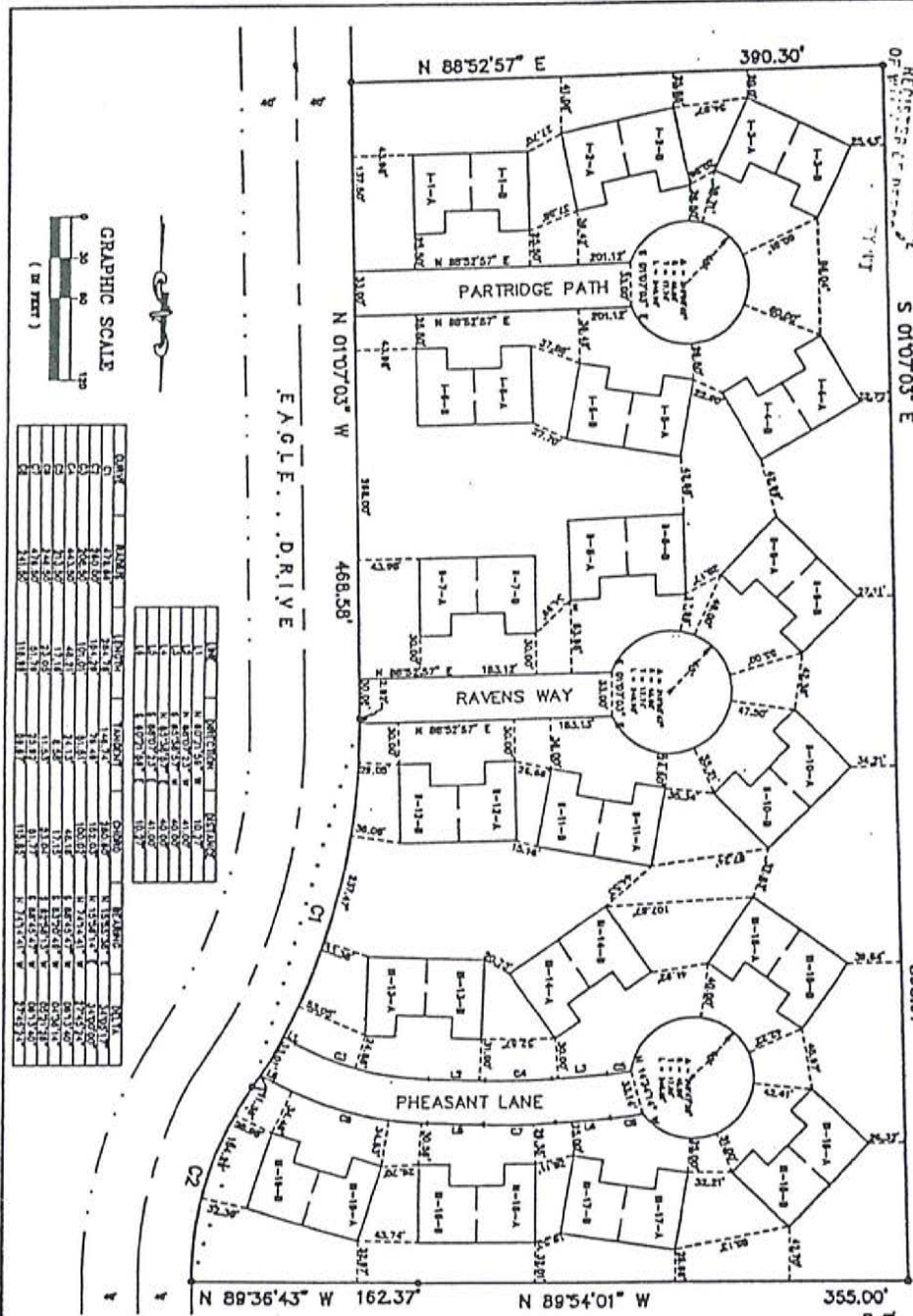
Total \$25,080

Jun 31 2 55 P.M. '92

RECEIVED & RECORDED S 010703° E

PHEASANT RUN CONDOMINIUM
 LANDS BEING LOT 1 OF C.S.M. NO. 3839 AS RECORDED IN VOLUME 24
 OF CERTIFIED SURVEYS ON PAGES 175-176 IN THE WASHINGTON COUNTY
 REGISTER OF DEEDS OFFICE, BEING LOCATED IN PART OF THE N.W. 1/4 OF THE N.E. 1/4
 AND PART OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 29, T.10 N., R.20 E.,
 VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN

893.97'



UNIT	AREA	PERCENTAGE	PERCENTAGE	PERCENTAGE	PERCENTAGE
1	1,114.44	1.11	1.11	1.11	1.11
2	1,114.44	1.11	1.11	1.11	1.11
3	1,114.44	1.11	1.11	1.11	1.11
4	1,114.44	1.11	1.11	1.11	1.11
5	1,114.44	1.11	1.11	1.11	1.11
6	1,114.44	1.11	1.11	1.11	1.11
7	1,114.44	1.11	1.11	1.11	1.11
8	1,114.44	1.11	1.11	1.11	1.11
9	1,114.44	1.11	1.11	1.11	1.11
10	1,114.44	1.11	1.11	1.11	1.11
11	1,114.44	1.11	1.11	1.11	1.11
12	1,114.44	1.11	1.11	1.11	1.11
13	1,114.44	1.11	1.11	1.11	1.11
14	1,114.44	1.11	1.11	1.11	1.11
15	1,114.44	1.11	1.11	1.11	1.11
16	1,114.44	1.11	1.11	1.11	1.11
17	1,114.44	1.11	1.11	1.11	1.11
18	1,114.44	1.11	1.11	1.11	1.11
TOTAL	20,059.92	100.00	100.00	100.00	100.00

NOTES:
 ALL PRIVATE AND SURVEYED AREAS
 SHOWN ON THIS MAP ARE COMMON ELEMENTS.
 PRIVATE STREETS ARE COMMON ELEMENTS.
 ALL AREAS OTHER THAN UNITS ARE
 COMMON ELEMENTS.

LEGEND
 0" = 1" = 20' FROM PLOT SET

DECLARATION:
 I, THE UNDERSIGNED, BEING A
 3723 BROAD PARK DR.
 WEST BEND, WISCONSIN
 56008



Robert E. Little
 REGISTERED LAND SURVEYOR
 NO. 1111
 DATED MAY 21, 1992

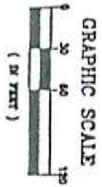
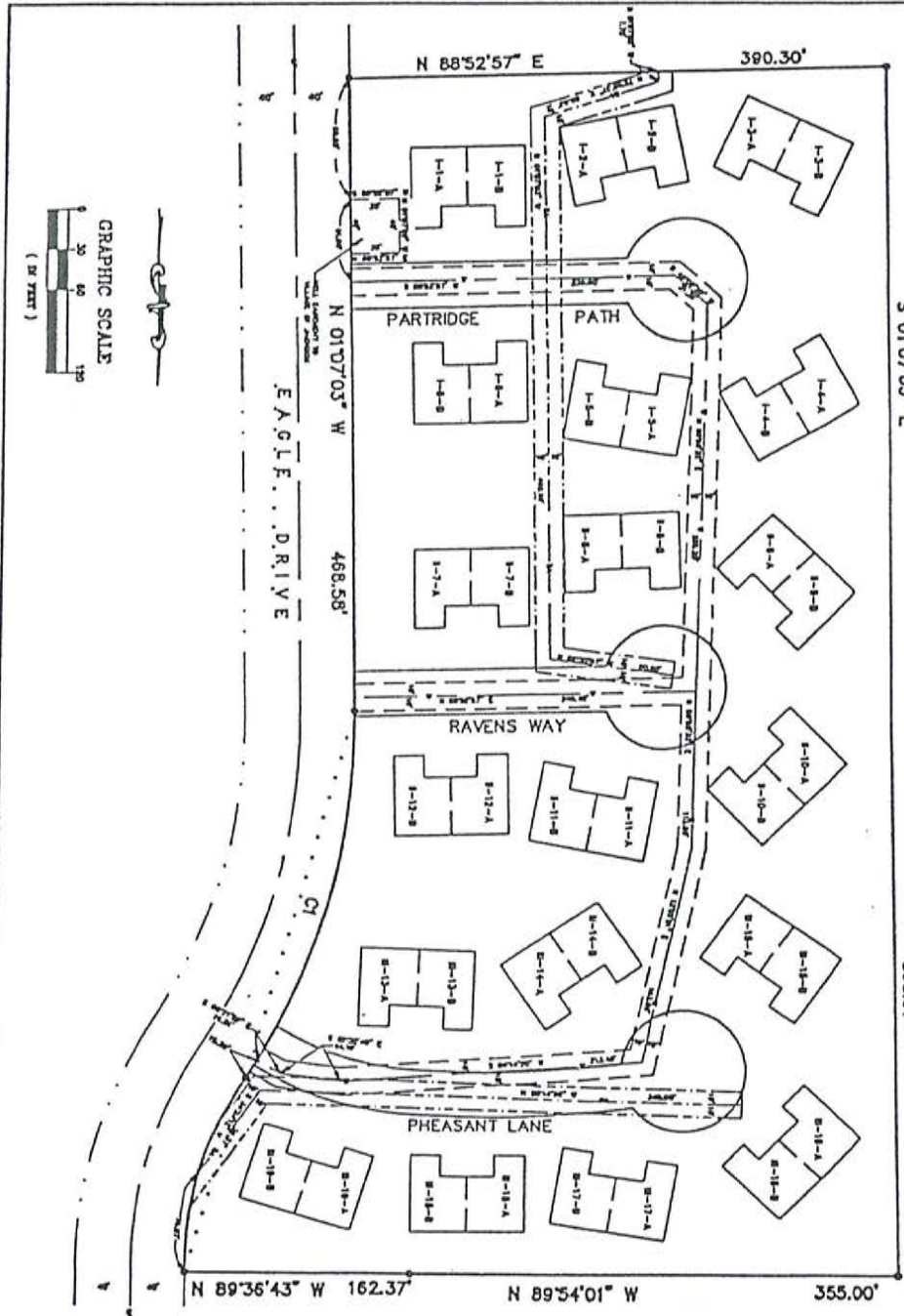
RECORDING CERTIFICATE:
 I HEREBY CERTIFY THAT AT THE REQUEST OF THE REGISTRAR,
 I HAVE RECORDED THIS INSTRUMENT IN THE OFFICE OF THE
 REGISTRAR OF DEEDS, BEING LOCATED IN THE N.W. 1/4 OF THE N.E. 1/4
 OF SECTION 29, T.10 N., R.20 E., VILLAGE OF JACKSON, WASHINGTON COUNTY,
 WISCONSIN.

PHEASANT RUN CONDOMINIUM

LANDS BEING LOT 1 OF C.S.M. NO. 2039 AS RECORDED IN VOLUME 24
OF CERTIFIED SURVEYS ON PAGES 175-176 IN THE WASHINGTON COUNTY
REGISTER OF DEEDS OFFICE, BEING LOCATED IN PART OF THE N.W. 1/4 OF THE N.E. 1/4
AND PART OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 20, T.10 N., R.20 E.,
VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN

S 01°07'03" E

893.97'

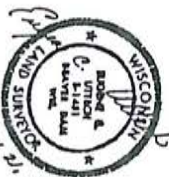


LEGEND

0" = 24" ROOM POLE EXT.

24" ROOM POLE EXT.

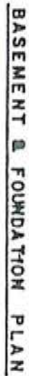
24" ROOM POLE EXT.



EASEMENTS

SHEET 2 OF 3 SHEETS

LANDS BEING LOT 1 OF CERTIFIED SURVEY MAP NO. 3839 AS RECORDED IN VOLUME 24 OF CERTIFIED SURVEYS ON PAGES 175 AND 176 IN THE WASHINGTON COUNTY REGISTER OF DEEDS OFFICE, BEING LOCATED IN PART OF THE NW 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 20, T10N., R.20E., VILLAGE OF JACKSON, WASHINGTON COUNTY, WISCONSIN.



- BUILDING AND UNIT DIMENSIONS ARE EXTERIOR.
- PORCHES, PATIOS AND PLANTING STRIPS ARE "LIMITED COMMON ELEMENTS."
- PATIO AND ADJACENT PLANTING STRIP MAY BE LOCATED AT SIDE OF UNIT INSTEAD OF AT REAR.



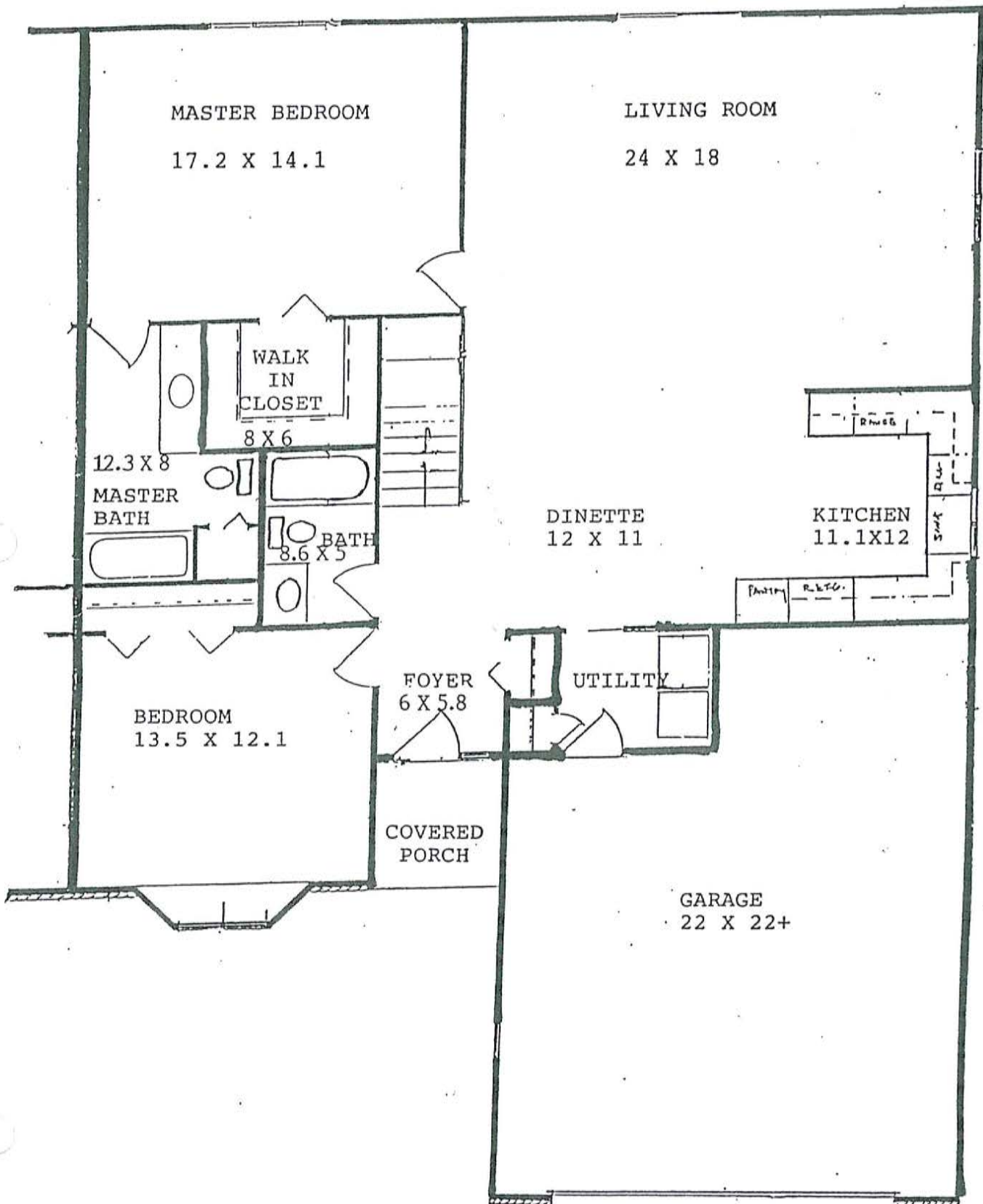
WITTECH LAND SURVEYING
P.O. BOX 894

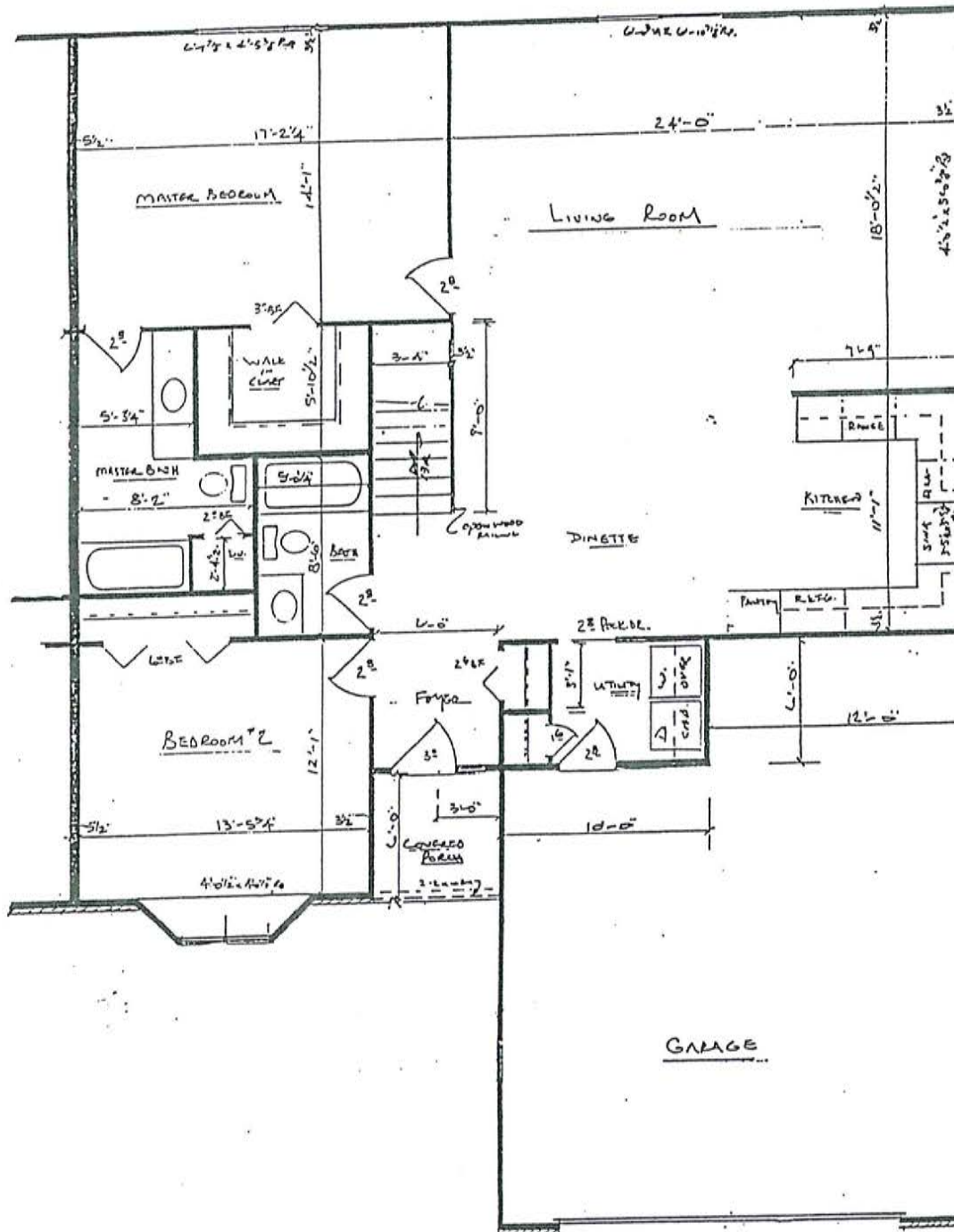
BEAVER DAM, WI. 53910
(414) 885-8333

SHEET 2 OF 2 SHEETS

WILEY THIS DAY OF _____, 1902
THIS INSTRUMENT SIGNED BY LA. VITCHE

PHEASANT RUN CONDOMINIUMS
JACKSON, WI





PHEASANT RUN CONDOMINIUM OWNERS' ASSOCIATION
CONSENT ACTION OF THE BOARD OF DIRECTORS

Pursuant to the provisions of Articles V and VI of the of the By-Laws of Pheasant Run Condominium Owners' Association, the following resolution was duly adopted by the Board of Directors of Pheasant Run Condominium Owners' Association by consent action without a formal meeting, effective November __, 1993:

RESOLVED that the administrative Rules and Regulations of the Association be amended by adding Rule 12 as follows:

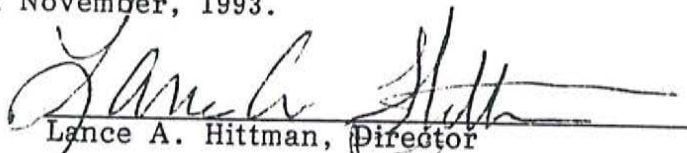
12. **INITIATION FEE.** From and after the effective date of this rule, there shall be assessed a one-time initiation fee of \$300 per unit, payable at the time title to the unit is transferred. Initiation fees shall be deposited in the Association Reserve Account.

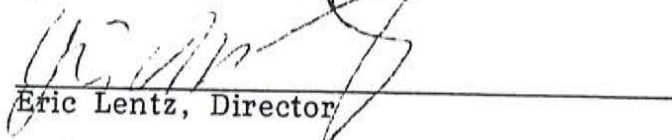
BE IT FURTHER RESOLVED that the administrative Rules and Regulation of the Association be further amended by adding Rule 13 as follows:

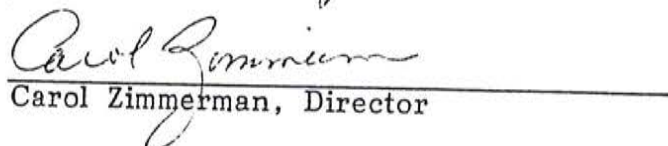
13. **PENALTIES.** If the Board of Directors determines that a unit owner or occupant is violating any of these rules, it shall notify the unit owner or occupant, in writing, of the violation. If the violation continues or recurs within six months of the date of the notice, the Board of Directors may assess a fine of \$10 per violation or per occurrence. Any amounts paid to the Association by the unit owner or occupant shall be applied first to any unpaid fines levied pursuant to this rule. Any amounts so collected shall be deposited in the Association Reserve Account.

The undersigned, being all the Directors of Pheasant Run Condominium Owners' Association consent to the foregoing pursuant to Articles V and VI Bylaws of Pheasant Run Condominium Owners' Association.

Dated this 29th day of November, 1993.


Lance A. Hittman, Director


Eric Lentz, Director


Carol Zimmerman, Director