

DISCLOSURE MATERIALS

(Statements intended for prospective new buyers)

DEER RIDGE ESTATES A CONDOMINIUM

DECLARANT: FOX RIDGE PARTNERSHIP West Bend, Wisconsin

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. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. 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. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

INDEX

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

0. Executive summary. The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary begins at page 0-1 of these disclosure materials.
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 condominium unit owners Association, of which each unit owner is a member, 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 and utility payments. The budget begins at page 4-1 of these disclosure materials.
5. 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 rules and regulations are set forth beginning at page 5-1 of these disclosure materials.
6. Floor plan and plat. The unit floor plan shows a generic floor plan of a typical unit. The exact floor plan for a particular unit may vary from the floor plan shown. The plat of the condominium shows the locations of the units and common elements which are part of the condominium. The floor plan and plat are shown beginning at page 6-1 of these disclosure materials.
7. Additional information. Additional relevant information is included starting at page A-1.

- Executive Summary (pp 0-1through 0-2)

Executive Summary

CONDOMINIUM EXECUTIVE SUMMARY

Condominium Identification: This condominium is known as DEER RIDGE ESTATES

Expansion Plans: N/A

Governance: This condominium is managed by the Deer Ridge Estates Condominium Owners' Association, an unincorporated association located at 117 Deer Ridge Dr., West Bend, WI 53095. For information regarding this condominium, please contact:

Doug Rakowski
117 Deer Ridge Drive
West Bend, WI 53095
262-334-8050

or

Tim Sullivan
301 Deer Ridge Drive
West Bend, WI 53095
262-338-1919

Special Amenities: N/A

Maintenance and Repair of Units: Each owner is responsible for the maintenance and repair of their individual unit and its fixtures. Note: Among other things this includes exterior windows and doors, including the garage door. Any changes to exterior visible elements must be approved in advance by the Board of Directors. For more specific information, including the definition of unit and fixtures, see Sections 3.01-3.03 and 6.04 of the Declaration and section 703.13 (5) (a) of the Wisconsin Condominium Act.

Maintenance, Repair and Replacement of Common Elements:

Type-I Limited Common Elements. Each owner is responsible for the maintenance and repair of the Type-I Limited Common Elements associated with their unit. Note: among other things Type-I Limited Common Elements includes deck surfaces and railings. Any changes to exterior visible elements must be approved in advance by the Board of Directors. For more specific information see Section 5.01 and 6.03 of the Declaration and section 703.13 (5) (a) of the Wisconsin Condominium Act.

Type-II Limited Common Elements. The unit owners of each building are responsible for the maintenance and repair of the Type-II Limited Common Elements associated with their building. Note: among other things Type-II Limited Common Elements includes roofing materials, gutter systems, siding and trim subject to periodic maintenance, repair and replacement. Any changes to exterior visible elements must be approved in advance by the Board of Directors. For more specific information see Section 5.02 and 6.03 of the Declaration and roof replacement specifications of November 2006 and section 703.13 (5) (a) of the Wisconsin Condominium Act.

Owner-Installed Landscape Elements. Current and subsequent unit owners are responsible for the maintenance and repair of board approved landscape elements installed within common areas by the current or past unit owners. For more specific information see Rules and Regulations.

Other Common Elements. With the exception of board approved owner-installed landscape elements within common areas, the Association is responsible for the maintenance and repair of Common Elements other than Type-I and Type-II Common Elements. These expenses are funded by annual and/or special Unit Owner Assessments. For more specific information see Section 4.01 and 6.01 of the

CONDOMINIUM EXECUTIVE SUMMARY

Declaration. (By common agreement, owners of units 109-215 share the cost of the annual fall mowing of the hill behind the units.)

Rental of Units: Owners of units acquired after 5/15/2007 may not lease the unit. For more specific information see the Amendment to the declaration dated 5/15/2007.

Unit Alterations: With certain restrictions (see Rules and Regulations), unit owners may alter the interior of their unit. No unit owner shall alter the exterior appearance of their unit or any common elements without first obtaining the written consent of the Association. For more specific information, including the definition of unit and fixtures, see Sections 3.01-3.03 and 6.05 of the Declaration and section 703.13 (5) (a) of the Wisconsin Condominium Act and Rules and Regulations.

Parking: Each unit includes a two-car garage for the exclusive use of the unit owner and occupants. Unit owner and occupants may keep no more than 2 motor vehicles on the condominium (garage and driveway). The types of vehicles that can be parked on common areas are restricted. For more specific information see Section 8.07 and 8.08 of the Declaration and the Rules and Regulations

Pets: Pets are restricted in number, types and characteristics. For more specific information see Section 8.06 of the Declaration and the Rules and Regulations.

Reserves: The Association does not maintain a statutory reserve account under s. 703.163 of the Condominium Act. The annual budget of the Association anticipates informal reserve funds carried over from year to year. For more specific information see the Statutory Reserve Account Statement dated 8/10/2014.

Amendments: The Condominium Declaration or the Association Bylaws may be amended with approval of at least two thirds of unit owners. The Board of Directors may establish or revise Rules and Regulations, however any Rule or Regulation may be amended or rescinded by a vote of at least two thirds of the unit owners. For more specific information see Section 14.07 of the Declaration and Sections 6.02 (1) and 10.02 of the Association Bylaws.

Other Restrictions or Features: No unit owner shall make any alteration, change or improvement to common or limited common elements without first obtaining the written consent of the Association. For more specific information see Section 6.05 of the Declaration.

First Right of Purchase. The association does not have a first right to purchase the unit.

Transfer fee: The association does not charge a fee in connection with a transfer of ownership of a unit.

Disclosure material fee: The association provided disclosure materials described in the Condominium law to each unit owner. Unit owners are expected to retain and update, as required, the disclosure material. If a unit's copy is lost or incomplete it will be replaced at the owner's expense.

Payoff statement fee: The association does not charge a fee for providing a payoff statement.

- Declaration (Index pp i through iii; Declaration pp 1-1 through 1-28)
- Storm Water Easement 563324 (pp 1-29 through 1-30)
- List of other easements available from the Washington County Registrar of Deeds (p 1-31)
- Amendment One to Declaration concerning Leasing of units and Unoccupied units (pp 1-32 through 1-41)

Declaration

TABLE OF CONTENTS
DECLARATION
OF
DEER RIDGE ESTATES
A CONDOMINIUM
West Bend, Wisconsin

Page Number

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.....	1-1

ARTICLE II - BUILDINGS AND UNITS

Section 2.01	- Location of Buildings.....	1-2
Section 2.03	- Description of Buildings.....	1-2

ARTICLE III - CONDOMINIUM UNITS

Section 3.01	- Unit Defined.....	1-2
Section 3.02	- Description of Units.....	1-3
Section 3.03	- Unit Fixtures.....	1-3
Section 3.04	- Unit Identification System.....	1-3
Section 3.05	- Completion of Units.....	1-3
Section 3.06	- Unit Modification.....	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.....	1-4
Section 4.04	- Partition of Common Elements.....	1-5

ARTICLE V - LIMITED COMMON ELEMENTS

Section 5.01	- Type-I Limited Common Elements.....	1-5
Section 5.02	- Type-II Limited Common Elements.....	1-5

ARTICLE VI - REPAIRS AND MAINTENANCE

Section 6.01	- Common Elements.....	1-6
Section 6.02	- Type-I Limited Common Elements.....	1-6
Section 6.03	- Type-II Limited Common Elements.....	1-6
Section 6.04	- Individual Units.....	1-6
Section 6.05	- Limitations On Changes.....	1-6
Section 6.06	- 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	-	Type-I Limited Common Expenses.....	1-7
Section 7.05	-	Type-II Limited Common Expenses.....	1-7
Section 7.06	-	Covenant to Pay Assessments.....	1-8
Section 7.07	-	Uniform Rate of Assessment.....	1-8
Section 7.08	-	Annual Assessments.....	1-8
Section 7.09	-	Common Surpluses.....	1-8
Section 7.10	-	Special Assessment.....	1-8
Section 7.11	-	Liability for Assessments upon Conveyance.....	1-9
Section 7.12	-	Lien for Assessments.....	1-9
Section 7.13	-	Priority of Lien.....	1-9
Section 7.14	-	Enforcement of Lien.....	1-10
Section 7.15	-	Additional Remedies.....	1-10
Section 7.16	-	Assessments Against Declarant.....	1-10
ARTICLE VIII	-	COVENANTS ON USE AND OCCUPANCY	
Section 8.01	-	Use of Premises.....	1-11
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.....	1-12
Section 8.06	-	Pets and Animals.....	1-12
Section 8.07	-	Motor Vehicles.....	1-12
Section 8.08	-	Recreational Vehicles.....	1-12
Section 8.09	-	Nuisances.....	1-12
Section 8.10	-	Insurance & Safety Hazards.....	1-12
Section 8.11	-	Roof Structures.....	1-12
Section 8.12	-	Accessory Structures.....	1-12
Section 8.13	-	Leasing of Units.....	1-12
Section 8.14	-	Unoccupied Units.....	1-13
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.....	1-14
Section 10.03	-	Coverage.....	1-14
Section 10.04	-	Use of Proceeds.....	1-15
Section 10.05	-	Insurance by Unit Owners.....	1-15
Section 10.06	-	Limitation on Liability.....	1-15

ARTICLE XI	-	RECONSTRUCTION	
Section 11.01	-	Determination.....	1-16
Section 11.02	-	Variances.....	1-16
Section 11.03	-	Financing.....	1-16
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.....	1-17
Section 12.04	-	Meetings of the Association.....	1-18
Section 12.05	-	Declarant Control.....	1-18
Section 12.06	-	Indemnity of Association.....	1-18
ARTICLE XIII	-	EASEMENTS AND ENCROACHMENTS	
Section 13.01	-	Pedestrian Easement.....	1-19
Section 13.02	-	Utility Repair Easements.....	1-19
Section 13.03	-	Easements to Run with the Land.....	1-19
Section 13.04	-	Encroachments.....	1-20
ARTICLE XIV	-	MISCELLANEOUS PROVISIONS	
Section 14.01	-	Notice to Mortgage Lenders.....	1-20
Section 14.02	-	Service of Notices on Devisees and Personal Representatives.....	1-20
Section 14.03	-	Covenants to Run with Land.....	1-20
Section 14.04	-	Non-Waiver of Covenants.....	1-21
Section 14.05	-	Waiver of Damages.....	1-21
Section 14.06	-	Mortgaging Units and Real Estate Taxes..	1-21
Section 14.07	-	Amendment of Declaration.....	1-21
Section 14.08	-	Severability.....	1-21
Section 14.09	-	Service of Process.....	1-21
EXHIBIT A	-	Legal Description.....	1-23
EXHIBIT B	-	Unit Identification System.....	1-24
EXHIBIT C	-	Pedestrian Easement.....	1-25

564705

RETURN TO: ATTY. ALDWIN H. SEEFELDT
P. O. BOX 176
WEST BEND, WI 53095

VOL 1084 PAGE 671

DECLARATION

DEER RIDGE ESTATES
A CONDOMINIUM
101-307 Deer Ridge Drive
West Bend, Wisconsin 53095

RECORDED

AUG 15 2 36 PM 1990

REGISTER OF DEEDS
OF WASHINGTON COUNTY, WIS.

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by Fox Ridge Partnership, a Wisconsin General Partnership, 629 Highlandview Drive, West Bend, Wisconsin, hereinafter referred to as "Declarant".

ARTICLE I

ESTABLISHMENT

Section 1.01. - Intent. The Declarant, 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 Deer Ridge Estates Condominium Owners' Association (hereinafter the "Association").

Section 1.02. - Name and Address. The name by which this condominium shall be known is "Deer Ridge Estates, A Condominium" and its street address is 101-307 Deer Ridge Drive, West Bend, Wisconsin.

Section 1.03. - Description of Land. The land which is the subject of this Declaration is described as set forth in Exhibit A attached hereto.

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 "Deer Ridge Estates/A Condominium", consisting of two (2) sheets, certified on June 8, 1990, by Gary D. Schneider, 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 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. Description of Buildings. There will be twelve (12) side-by-side duplex buildings, each of which will contain two condominium units. Each building will be substantially the same exterior size, style and configuration and will be constructed from the same plan with variations to the interior floor plans. The two-story structures, with exposed basement on the rear elevation, will be of wood frame construction with full basements and two attached two-stall 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. - 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 some basements and some second floor areas), 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 or the horizontal plane created by the uppersurface of the floor joists, as the case may be; and
 - (c) vertical boundaries shall be the interior surfaces of the unfinished perimeter and structural walls or the vertical plane created by the interior surface of the perimeter framing, as the case may be.

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 3.02. - Description of Units. The first floor of each unit has approximately 1800 square feet of living space divided into a living/dining room, kitchen, laundry room, master bedroom, master bathroom, walk-in closet, second bedroom/study and half bath or an optional second full bath. The second floor, at the unit owner's option, may be left uncompleted, used as attic space or completed as additional bedrooms with or without a bathroom. The basement area, at the unit owner's option, may be left uncompleted or completed with various rooms. Details of the floor plans are available at the office of the Declarant or the Association.

Section 3.03. - Unit Fixtures. Each unit includes the following fixtures: interior non-load bearing walls, entry and interior doors, window and door glass, cabinetry, lighting fixtures, floor coverings, plumbing fixtures, heating and air-conditioning systems, water heater, exhaust fans, range hood, foundation drain sump crock, sump pump, stairways and other built-in or permanent improvements and appliances within the unit boundaries.

Section 3.04. - Unit Identification System. Each unit has a unit identification number, a street address and a real estate tax key number. The unit identification numbers, which shall be used and shall be legally sufficient for all conveyance purposes, are set forth in Exhibit B to this Declaration. When a conveyance 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 3.05. - 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 3.06. - 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 6.05 of this Declaration.

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 lines, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls, including specifically the private sanitary sewer and water mains within the condominium to which building laterals are connected.
- (4) The private roadways and the lighting thereof; also the driveways and sidewalks.
- (5) The lawn and landscape areas and improvements, including retaining walls, trees, shrubs, walkways and recreational facilities.
- (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 Type-I or Type-II limited common elements under Article V of this Declaration.

Section 4.02. - Percentage Interest. Each unit owner shall have an undivided $1/24$ 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. - Type-I Limited Common Elements. Certain common elements which are contiguous to a unit shall be known as Type-I 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, if any, identified as Type-I 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, balconies and decks immediately adjacent to and having access directly from a unit.
- (4) 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. - Type-II Limited Common Elements. Certain common elements which are contiguous to a building or which otherwise relate to the use and occupancy of the building shall be known as Type-II limited common elements and shall be reserved for the exclusive use and benefit of the occupants of the building. They include, without limitation, the following:

- (1) Those common elements, if any, identified as Type-II limited common elements on the condominium plat.
- (2) The electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the utility or public easement, or from the point of separation to each building (as the case may be), to the service board or service connection in the building.
- (3) The building roof, exterior surfaces and other building components subject to periodic maintenance, repair or replacement.
- (4) Such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a building.

REPAIRS AND MAINTENANCE

Section 6.01. - Common Elements. The Association shall, subject to Sections 6.02 and 6.03 hereof, 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 shall be assessed to such unit.

Section 6.02. - Type-I Limited Common Elements. Each unit owner shall be responsible for keeping the Type-I limited common elements appurtenant to his or her unit in good, safe, clean, attractive and sanitary condition and order satisfactory to the Association. If, after notice from the Association, a unit owner has failed to timely maintain, repair or replace a Type-I limited common element appurtenant to his or her unit, the Association may do so.

Section 6.03. - Type-II Limited Common Elements. The unit owners of each building shall be responsible for keeping the Type-II limited common elements in good, safe, clean, attractive and sanitary condition and order. If, after notice from the Association, the unit owners have failed to timely maintain, repair or replace a Type-II limited common element appurtenant to their units, the Association may do so.

Section 6.04. - 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 as identified in Section 3.03 of this Declaration.

Section 6.05. - 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 12.06 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 6.06. - 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 or limited common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and/or 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. Expenses incurred by the Association in accordance with Section 6.01 of this Declaration to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant shall be accounted for separately and shall be charged to the units owners responsible therefor.

Section 7.04. - Type-I Limited Common Expenses. Expenses incurred by the Association for the maintenance, repair or replacement of Type-I limited common elements in accordance with Section 6.01 of this Declaration may be accounted for separately and be charged to the respective unit owners.

Section 7.05. - Type-II Limited Common Expenses. Any expenses incurred by the Association for the maintenance, repair or replacement of the Type-II common expenses in accordance with Section 6.01 of this Declaration may be accounted for separately and be charged to the unit owners of the respective buildings.

Section 7.06. - Covenant to Pay Assessments. 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, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments 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 are made.

Section 7.07. - 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, except that such assessments may vary from unit to unit and building to building as a consequence of the computations made pursuant to Sections 7.04 and 7.05 hereof.

Section 7.08. - 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 7.09. - 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 7.10. - 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 7.11. - 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 7.12 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 7.12 hereof prior to the request for the statement.

Section 7.12. - Lien for Assessments. All assessments levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien on such unit and on 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 7.13. - 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.

- (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 7.14. - 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 7.15. - 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 7.16. - Assessments Against Declarant. Notwithstanding any other provision of this Article, the Declarant, as a unit owner, shall not be liable for any annual or special assessment under this Article as to any unit which is not occupied, leased or sold by the Declarant except for the payment of a standby charge sufficient to cover the costs of Association insurance attributable to such unit plus \$10.00 per month, until such unit has been sold or leased. Such standby charge shall accrue as to each such unit from the date of the issuance of the occupancy permit for the unit.

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 business 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 two (2) persons per bedroom.

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 accordance with rules and regulations which may be adopted by the Association regarding the same.

Section 8.07. - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than two (2) motor vehicles (including motorcycles) on the condominium. Except for the vehicles of guests of unit owners or lessees, and except as provided in Section 8.08 hereof, the parking of all other vehicles of any kind on the condominium is prohibited.

Section 8.08. - Recreational 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, snowmobiles, motorized bikes or other commercial or recreation-type vehicles, except as permitted by the rules and regulations of the Association.

Section 8.09. - 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 8.10. - Insurance & 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 8.11. - Roof Structures. No owner or occupant shall place upon the roof of any building any antenna, tower, solar collector or other similar device.

Section 8.12. - Accessory Structures. No accessory structure shall be constructed or placed on the condominium property except by action of the Association.

Section 8.13. - 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 8.14. - 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 that term is defined in 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 7.08 of this Declaration.

Until such time as all of the condominium buildings have been completed, the property insurance premium shall be charged and collected as follows:

- (1) When a building is completed, the owners of the units in such building, which may be the Declarant, shall pay the premium attributable to adding such building to the Association master policy for the remainder of the current policy period. In addition, such unit owners shall, for the remainder of the current policy period, increase their monthly payment of the annual assessment then in effect by an amount which, by the end of the current policy period, will be sufficient to pay such unit owners' proportionate share of the cost of property insurance for the next succeeding year. Thereafter, the cost of property insurance shall be added to the monthly assessment of all completed units.
- (2) Any such premium remaining unpaid after 30 days shall constitute a special assessment and may be perfected as a condominium lien as provided in Section 7.12 of this Declaration

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 interest 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, including, but not limited to, directors and officers coverage, hired automobile and non-owned automobile coverage and with a cross liability endorsement to provide coverage of unit owners as a group with respect to any claim of an individual unit owner.
- (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 "Deer Ridge Estates 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 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 common elements, 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 operation of the common elements or the administration of this Declaration.
- (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 both unit owners.

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

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. - Pedestrian Easement. The Directors of the Association shall, in accordance with the provisions of that certain deed from David and Audrey Bohn to Fox Ridge Partnership dated December 1, 1989 and recorded on December 5, 1989 in Volume 1052 of Records at page 466 as Document No. 552706, be responsible to maintain the pedestrian easement created thereby for the purposes and subject to the limitations therein provided. A copy of the deed establishing the easement is attached hereto as Exhibit C.

Section 13.02. - 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 by the Declarant or the Association.

Section 13.03. - 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, his 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 13.04. - 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

MISCELLANEOUS PROVISIONS

Section 14.01. - Notice to Mortgage Lendons. 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 14.02. - Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased unit owner is being administered.

Section 14.03. - 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 14.04. - 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 14.05. - 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 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 14.06. - Mortgaging Units and Real Estate Taxes. In accordance with the Act each unit owner has the right to mortgage or encumber his or her unit and the percentage interest in common elements appurtenant to that unit. Further, 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 14.07. - Amendment of Declaration.

- (1) This Declaration may be amended with the written consent of at least two-thirds (2/3) of the unit owners. Unit owners' written consent is not effective unless it is approved by the mortgagee of the unit, if any.
- (2) All such amendments shall be effective upon recording the same in the office of the Register of Deeds of Washington County, Wisconsin; provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Section 14.08. - 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 14.09. - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of

process shall be Ralph Hensel, 629 Highlandview 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 19th day of July, 1990.

FOX RIDGE PARTNERSHIP

By David A. Bohn
David A. Bohn, General Partner

By Gary D. Schneider
Gary D. Schneider, General Partner

By Ralph Hensel
Ralph Hensel, General Partner

STATE OF WISCONSIN)
 : SS.
COUNTY OF WASHINGTON)

Personally came before me this 19th day of July, 1990, the above named David Bohn, Gary D. Schneider and Ralph Hensel, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Aldwin H. Seefeldt
Aldwin H. Seefeldt
Notary Public, Washington Cty., WI
My Commission is permanent.

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

EXHIBIT A

That part of the NW 1/4 of Section 15 and that part of the SE 1/4 of the NE 1/4 of Section 16 all in Town 11 North, Range 19 East, lying in the City of West Bend and the Town of West Bend, Washington County, Wisconsin, described as follows:

Beginning at the W 1/4 corner of said Section 15; thence N 11° 31' 55" W, 198.19 feet to the easterly line of Deer Ridge Drive; thence N 53° 59' 10" E along said easterly line of Deer Ridge Drive, 66.82 feet; thence northeasterly continuing along said easterly line of Deer Ridge Drive and along an arc of a curve to the left, radius 285.56 feet; central angle, 55° 07' 09"; chord bearing, N 26° 25' 35" E; chord 264.24 feet; thence N 01° 07' 59" W along said easterly line of Deer Ridge Drive, 645.05 feet to the southerly line of Valley Avenue; thence northeasterly along the southeasterly line of Valley Avenue and along an arc of a curve to the left; radius, 181.00 feet; central angle, 69° 20' 20"; chord bearing, N 33° 34' 29" E; chord 205.92 feet; thence N 01° 05' 41" W along the easterly line of Valley Avenue, 154 feet more or less to the center of a creek; thence southeasterly along said centerline of said creek, 215 feet more or less to a point 1295.91 feet, N 01° 05' 41" W and 409.72 feet, S 88° 51' 45" E of said W 1/4 corner of said Section 15; thence S 88° 51' 45" E, 565.74 feet; thence S 01° 08' 15" E parallel with the easterly line of said SW 1/4 of the NW 1/4 of Section 15, 117.19 feet; thence S 50° 00' 00" E, 45.00 feet; thence S 01° 08' 15" E parallel with said easterly line of the SW 1/4 of the NW 1/4 of Section 15, 940.00 feet; thence S 50° 00' 00" E 280.00 feet to said southerly line of the NW 1/4 of Section 15; thence S 89° 30' 38" W along said southerly line of the NW 1/4 of Section 15, 1220.50 feet to the place of beginning.

Containing 26.901 acres more or less.

EXHIBIT BUnit Identification System

<u>Unit No.</u>	<u>Address</u>	<u>Tax Key No.</u>
A1A	101 Deer Ridge Drive	7324
A1B	103 Deer Ridge Drive	7325
A2A	105 Deer Ridge Drive	7326
A2B	107 Deer Ridge Drive	7327
A3A	109 Deer Ridge Drive	7328
A3B	111 Deer Ridge Drive	7329
A4A	113 Deer Ridge Drive	7330
A4B	115 Deer Ridge Drive	7331
B1A <i>Condo 1</i>	117 Deer Ridge Drive	7332
B1B	119 Deer Ridge Drive	7333
B2A	121 Deer Ridge Drive	7334
B2B	123 Deer Ridge Drive	7335
B3A	201 Deer Ridge Drive	7336
B3B	203 Deer Ridge Drive	7337
B4A	205 Deer Ridge Drive	7338
B4B	207 Deer Ridge Drive	7339
C1A <i>Condo 2</i>	209 Deer Ridge Drive	7340
C1B <i>Bradley</i>	211 Deer Ridge Drive	7341
C2A <i>C</i>	213 Deer Ridge Drive	7342
C2B <i>Garling</i>	215 Deer Ridge Drive	7343
C3A	301 Deer Ridge Drive	7344
C3B	303 Deer Ridge Drive	7345
C4A	305 Deer Ridge Drive	7346
C4B	307 Deer Ridge Drive	7347

- Bylaws (Index pp 2-i through 2-ii; Bylaws pp 2-1 through 2-9)

Bylaws

TABLE OF CONTENTS

BY-LAWS

DEER RIDGE ESTATES A CONDOMINIUM

	Page Number
ARTICLE I - GENERAL PROVISIONS	
Section 1.01 Unincorporated Association	2-1
Section 1.02 Mailing Address	2-1
Section 1.03 Fiscal Year	2-1
Section 1.04 Conflicts	2-1
Section 1.05 General Provisions	2-1
Section 1.06 Acquiring and Conveying Property	2-1
Section 1.07 Borrowing Money	2-1
ARTICLE II - ASSOCIATION MEMBERSHIP	
Section 2.01 Roster of Unit Owners	2-1
Section 2.02 Representation of Multiple Owners and Entities	2-2
Section 2.03 Certificate of Membership	2-2
ARTICLE III - ASSOCIATION MEETINGS	
Section 3.01 Annual Meetings	2-2
Section 3.02 Special Meetings	2-2
Section 3.03 Place of Meetings	2-2
Section 3.04 Notice of Meetings	2-2
Section 3.05 Quorum	2-2
Section 3.06 Suspension of Voting Rights	2-3
Section 3.07 Proxies	2-3
Section 3.08 Controlling Vote	2-3
ARTICLE IV - BOARD OF DIRECTORS	
Section 4.01 Number	2-3
Section 4.02 Term of office	2-3
Section 4.03 Removal	2-3
Section 4.04 Compensation	2-3
Section 4.05 Nomination	2-3
Section 4.06 Election	2-3
Section 4.07 Limitations	2-4
ARTICLE V - MEETINGS OF DIRECTORS	
Section 5.01 Regular Meetings	2-4
Section 5.02 Special Meetings	2-4

Section 5.03 Quorum	2-4
Section 5.04 Action Taken Without a Meeting	2-4
Section 5.05 Waiver of Notice of Meeting	2-4
ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS	
Section 6.01 General	2-4
Section 6.02 Specified	2-5
ARTICLE VII - OFFICERS AND THEIR DUTIES	
Section 7.01 Enumeration of Officers	2-6
Section 7.02 Election of Officers	2-6
Section 7.03 Term	2-6
Section 7.04 Special Appointments	2-6
Section 7.05 Resignation and Removal	2-7
Section 7.06 Vacancies	2-7
Section 7.07 Multiple Offices	2-7
Section 7.08 Duties	2-7
ARTICLE VIII - COMMITTEES	
Section 8.01 General Committees	2-8
ARTICLE IX - COMMON EXPENSES	
Section 9.01 Illustrative List	2-8
Section 9.02 Typical Expenses	2-8
ARTICLE X - AMENDMENTS	
Section 10.01 Presentment	2-9
Section 10.02 Vote Required	2-9

BY-LAWS

DEER RIDGE ESTATES A CONDOMINIUM

ARTICLE I

Section 1.01. - Unincorporated Association. The affairs of this condominium shall be governed by an unincorporated association of its units owners known as "Deer Ridge Estates Condominium Owners' Association".

Section 1.02. - Mailing Address. The Association's mailing address shall be the home address of its President.

Section 1.03. - Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of recording of the Declaration.

Section 1.04. - Conflicts. In case of any conflict between the Condominium Ownership Act (the Act) or the Declaration and these By-Laws, the Act or the Declaration, as the case may be, shall control.

Section 1.05. - General Provisions. The requirements of general Wisconsin corporate law shall pertain to the organization and administration of the Association unless a clear contrary intent is evident from the Declaration or these By-Laws.

Section 1.06. - Acquiring and Conveying Property. (1) The Association may acquire and retain property in the name of the Association for and on behalf of all unit owners and may grant a mortgage on such property. In such event, assessments shall be made against all unit owners as part of the common expenses in order to provide the required mortgage payments.

(2) Decisions respecting the acquisition or conveyance of Association property shall require the approval of sixty-seven percent (67%) of the unit owners.

Section 1.07. - Borrowing Money. The Board of Directors or officers of the Association shall not borrow money on behalf of the Association unless authorized to do so by at least sixty-seven percent (67%) of the unit owners. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

ARTICLE II

ASSOCIATION MEMBERSHIP

Section 2.01. - Roster of Unit Owners. The Association shall maintain a current roster of the names and addresses of every unit owner to whom notice of meetings of the Association shall

be sent. The roster shall also include the name and address of each mortgagee of a unit and the name and address of each person designated pursuant to Section 2.02 hereof.

Section 2.02. - Representation of Multiple Owners and of Entities. When a unit has multiple owners, or such unit is owned by a partnership, corporation, trust, estate or other entity, then such owner(s) shall have the right to file a written designation with the Secretary specifying the person who shall represent the unit as the voting member in all meetings. Such written designation shall remain in effect and be binding upon such unit owner(s) until a written revocation by the unit owner(s) is filed with the Secretary. If such written designation or a properly signed proxy has not been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the unit owner(s) as the voting member to cast the vote for such unit at such meeting and such designation shall be conclusive for that meeting.

Section 2.03. - Certificate of Membership. The Board of Directors may adopt a membership certificate Which the Secretary can issue to the person) persons or entity owning any unit, but such certificate shall not be transferable in any manner whatsoever and the existence or production of any such certificate for any unit shall not supersede or affect the validity of the membership roster of the Association.

ARTICLE III

ASSOCIATION MEETINGS

Section 3.01. - Annual Meetings. The annual meeting of the Association shall be held during November on a date set by the Board of Directors.

Section 3.02. - Special Meetings. Special meetings of the Association may be called at any time by the President or by the Board of Directors, or upon written request of the unit owners who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3.03. - Place of Meeting. All meetings shall be held at the condominium or at such other place in Washington County, Wisconsin, as the Board of Directors may designate.

Section 3.04. - Notice of Meetings. No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 3.05. - Quorum. The presence at an Association meeting of owners and proxies entitled to cast a majority of the Association votes shall constitute a quorum for any action except as otherwise provided in the Act, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote

thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 3.06. - Suspension of Voting Rights. No unit owner may vote at a meeting of the Association until such owner shall furnish the Association with his or her name and current mailing address for the roster of unit owners. Further, a unit owner may not vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3.07. - Proxies. At all Association meetings owners may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit or upon the termination of an owner's interest therein. In any event, a proxy is effective only for a maximum period of 180 days following its issuance unless it is granted to a mortgagee or lessee.

Section 3.08. - Controlling Vote. Unless otherwise provided in the Act, the Declaration, or these By-Laws, decisions of the Association shall be made on a majority of votes of the unit owners present and voting.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01 - Number. The affairs of this Association shall be managed by a Board of six (6) Directors.

Section 4.02. - Term of Office. The Directors shall take office upon election. Directors shall be elected for three (3) year terms.

Section 4.03. - Removal. Any Director may be removed from the Board with or without cause, by a vote of four-fifths (4/5) of the Directors or by a majority vote at an Association meeting. In the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4.04. - Compensation. No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties.

Section 4.05. - Nomination. Nominations for Directors may be made by any voting member of the association prior to or at the annual meeting.

Section 4.06. - Election. Unless an owner requests a secret written ballot, election to the

Board of Directors shall be by voice vote of owners at the annual meeting. The person(s) receiving the largest number of votes shall be elected.

Section 4.07. - Limitations. Not more than one (1) Director may be a non-unit owner. No more than two (2) directors may be owners of units in the same circle drive.

ARTICLE V

MEETINGS OF DIRECTORS

Section 5.01. - Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.02. - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than ten (10) days notice to each Director.

Section 5.03. - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.04. - Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.05. - Waiver of Notice or Meeting. Any Director shall have the right to file a written waiver of notice of the meeting of the Board of Directors and consent to the transaction of any business that may come before the meeting. Such waiver can be given before or after any meeting and shall be effective when filed with the Secretary with the minutes of the meeting.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01. - General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the Act and the Declaration, except where the Act or Declaration specifically require a vote of the Association membership.

Section 6.02. - Specified. The Board of Directors shall have the specific power and duty to:

- (1) Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations") governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and the1r guests; and to establish penalties for the infraction thereof provided, however, that any portion of such Rules and Regulations may be amended or rescinded by the unit owners representing sixty-seven percent (67%) of the units at any annual or special meeting if written notice thereof is given to all members at least ten (10) days before the date of such meeting.
- (2) Employ a manager, managing agent, independent contractor or such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.
- (3) Cause to be kept, using standard bookkeeping procedures, detailed and accurate records of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses for the common elements and any other expenses incurred, together with a complete record of all proceedings and activities of the Board or Directors and the Association. A summary of such records shall be presented to the Association membership at each annual meeting.
- (4) Cause all vouchers authorizing the payment of common expenses, and the books and papers of the Association to be available for examination by the unit owners at convenient times at the principal office of the Association, where copies may be purchased at reasonable cost.
- (5) Prepare on or before November 1 of each year an annual budget for consideration and adoption by the annual meeting of the Association which budget shall show the estimated income and receipts of the Association. together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration.
- (6) Fix the amount of the regular monthly assessments required to be paid by each unit based on such annual budget and a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies, replacements and improvements.
- (7) Furnish to each unit owner at or before the annual meeting each year a summary of the proposed Association budget and a statement of the monthly assessment to be made to each unit during the following year, together with a statement of the rate of interest which has been fixed by the Board of Directors to be charged on unpaid assessments.
- (8) Sue to recover a money judgment for unpaid common expenses or foreclose the lien against any unit for which assessments are not paid, in which event the Board of Directors on behalf of the Association may bid on such unit at foreclosure sale and acquire, hold, mortgage and convey the unit.
- (9) Secure and maintain adequate policies of insurance as required by the Declaration.

- (10) Cause such officers, directors or employees of the Association having a financial responsibility to be bonded at the expense of the Association as it may deem appropriate.
- (11) Contract for or otherwise provide for such services as may be necessary to manage, control and maintain the common elements in good, safe, clean, attractive and sanitary condition, order and repair.
- (12) Levy special assessments as authorized by the Declaration, provided that:
 - a. a written report setting forth the reasons for and the estimated amount of the funds required, the proposed assessment against each unit, and the date or dates of payment is provided to the unit owners with the notice of the special Association meeting at which such special assessment will be considered; and
 - b. such special assessment is approved by the affirmative vote of unit owners representing a majority of the votes.
- (13) Designate by resolution, from time to time, one or more banks to act as depository for the funds of the Association.
- (14) Establish procedures for the approval of all disbursements from the Association's funds and for the regular audit of the books and records of the Association.
- (15) Suspend for not more than 60 days, after notice and hearing before the Board, the voting rights of any unit owner, tenant or occupant who is in default in the payment of any assessment levied by the Association or who is charged with a substantial infraction of the Rules and Regulations.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 7.01. - Enumeration of Officers. The Officers of this Association shall be a President, a Vice President (both of whom shall at all times be members of the Board of Directors), a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 7.02. - Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association.

Section 7.03. - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one {1} year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve.

Section 7.04. - Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 7.05. - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06. - Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.07. - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.04 hereof.

Section 7.08. - Duties. The duties of the officers are as follows:

- (1) President. The President shall preside at all meetings of the Board or Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all promissory notes.
- (2) Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.
- (3) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association; serve notice of meetings of the Board and of the Association; keep the Association roster of unit owners and addresses; sign, verify and file all statements of condominium lien; certify statements of unpaid condominium assessments for delivery to unit grantees; co-sign all leases, mortgages, deeds and other instruments of conveyance; and perform such other duties as required by the Board.
- (4) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by a director of the Association at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Association at its annual meeting and deliver a copy of each to the unit owners.

ARTICLE VIII

COMMITTEES

Section 8.01. - General Committees. The Board of Directors shall appoint such committees for such purposes and terms as it deems appropriate to discharge the duties and responsibilities of the Association and the Board of Directors and to provide for the proper operation of the Association.

ARTICLE IX

COMMON EXPENSES

Section 9.01. - Illustrative List. The common expenses set forth in Section 9.02 are intended only to guide unit owners, directors and officers in understanding the nature and purpose of common expenses. The common expenses actually incurred by the Association may include items not listed in Section 9.02 or conversely, may not include items which are listed. The Board of Directors shall have full authority to determine and authorize appropriate common expenses.

Section 9.02. - Typical Expenses. Common expenses may include, but are not limited to, the cost of:

- (1) maintaining the grounds which are part of the common elements, including cutting of grass, care of shrubs and trees.
- (2) snow removal from all of the sidewalks and parking areas and private drives of the condominium.
- (3) providing garbage, rubbish, and trash collection.
- (4) providing water, sewer, electrical, gas and other utility services for the project, except to the extent that any part of the same are separately metered or billed to individuals.
- (5) property and liability insurance on the condominium and the cost of such other insurance as the Association may obtain, to the extent that the same is not required to be separately billed to individuals.
- (6) the services of the management and maintenance personnel or independent contractors as the Association shall consider necessary for the operation of the condominium.
- (7) providing such legal and accounting services as may be considered necessary to the operation of the condominium.
- (8) acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper.
- (9) any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by

- law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation and use of the common elements.
- (10) any amount necessary to discharge any lien or encumbrance levied against the condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual unit.

ARTICLE X

AMENDMENTS

Section 10.01. - Presentment. Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted in writing to all unit owners at least ten (10) days prior to the annual or special Association meeting at which they will be considered.

Section 10.02. - Vote Required. These By-Laws may be amended by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes.

The foregoing restated By-Laws incorporate an amendment duly adopted by a meeting of the Association held on Nov. 14, 2022


Secretary

The Association contracts with private firms for snow removal, lawn care, landscaping and other services from time to time. These contracts may be viewed upon request.

Management contracts

- Projected annual operating budget. (p 4-1)

Projected Budget

DEER RIDGE ESTATES

2023 Budget

	2022 Plan	2022 Actual & Forecast	2023 Plan
Revenue			
Association Fees	\$64,800	\$64,800	\$72,000
Special Assessments	\$0	\$0	\$0
Savings Withdrawal	\$0	\$0	\$0
Total Revenue	\$64,800	\$64,800	\$72,000
Expense			
Grounds			
Lawn Care/Snow Removal	\$32,136	\$32,136	\$40,992
Ice/Snow Removal	\$2,750	\$7,479	\$5,000
Salt Damage R&M	\$500	\$0	\$500
Mulch	\$2,900	\$2,606	\$2,900
Tree Maintenance	\$750	\$0	\$500
Tree Replacement	\$500	\$0	\$500
Dead Tree Removal	\$250	\$0	\$250
Bush Replacement/Flowers	\$500	\$422	\$500
Miscellaneous	\$500	\$12	\$250
Total Grounds	\$40,786	\$42,654	\$51,392
Buildings			
Painting	\$9,250	\$6,885	\$8,750
Drive Repair	\$0	\$0	\$0
Total Buildings	\$9,250	\$6,885	\$8,750
Miscellaneous Repair	\$500	\$0	\$500
Total Miscellaneous	\$500	\$0	\$500
Utilities			
Electricity	\$2,484	\$2,530	\$2,580
Water	\$1,250	\$945	\$1,000
Total Utilities	\$3,734	\$3,474	\$3,580
Insurance	\$10,330	\$10,342	\$10,167
Office Supplies	\$100	\$0	\$100
Total Expenses	\$64,700	\$63,356	\$74,489
Excess of Revenue Over Expenses	\$100	\$1,444	(\$2,489)

Drive Repair

Revenue	
Association Fees	\$0
Special Assessments	\$12,000
Savings Withdrawal	\$72,695
Total Revenue	\$84,695

Expense	
North Circle Replacement	\$86,200
Drive Reseal	\$0
Total Drive	\$86,200

Excess of Revenue Over Expenses **-\$1,505**

Total inflow/(outflow) **-\$3,994**

- Rules and Regulations (pp 5-1 through 5-4)
- Roof Specifications dated November 2006 (p 5-5)

Rules & Regulations

Deer Ridge Estates, A Condominium RULES AND REGULATIONS

The Declarant established and the Board of Directors have revised the following rules and regulations regarding the use of the condominium and the conduct of its occupants. In conjunction with the underlying documents, these Rules and Regulations are intended to provide all owners and occupants a pleasant living experience and a safe environment and to preserve and enhance the value of the condominium and its units by presenting a well-maintained, attractive, and uncluttered appearance, maintaining the consistent exterior appearance of the condominium units, particularly as viewed from the street, and maintaining a natural, nonurban feeling behind the units.

1. Pets. In accordance with Section 8.06 of the Declaration unit owners and occupants may keep common household pets such as dogs, cats, birds and fish in their units, provided that no more than 2 animals (dogs and/or cats) having a combined weight of not more than 20 pounds shall be allowed per unit. All cats and dogs shall be spayed or neutered. All pets shall be carried or kept on a leash when outside of the units. Unit owners and occupants shall ensure that any excrement their or their guest's pets may leave upon the common elements is properly cleaned up. No outside kennels or other pet storage facilities may be constructed or placed upon the common elements. At no time shall any pet which is dangerous or which constitutes a menace to the safety of others be permitted and the Board of Directors of the Association may order the temporary or permanent removal of any pet causing a nuisance or an unreasonable disturbance.
2. Garbage and Refuse. All garbage and refuse shall be kept in the unit garage in covered containers of a size and type specified by the City for City collection purposes. Likewise, all refuse eligible for recycling shall be packaged or placed in containers as required by City regulations. Each unit owner or occupant is responsible to place garbage and refuse containers at the curbside of the circle drives on the days designated for City collection. Owners and occupants are responsible to remove from the property any material which the City will not pick up.
3. Litter Control. Unit owners and occupants shall be responsible to clean up any litter or debris in the areas adjacent to their respective units.
4. Parking. Unit owners, occupants and guests may park automobiles in the driveway adjacent to their garage. If vehicles are parked in the driveway adjacent to their garage during snow removal or salting operations, snow removal and salting becomes the owner's responsibility. Parallel parking on the circle drives is for the short-term (less than 7 days) use of guests only. No overnight parking on the circle drives is allowed if snow or ice accumulation is anticipated. Commercial and recreational vehicles as listed in Section 8.08 of the Declaration and other vehicles, such as trailers, must not be parked overnight on driveways or circle drives. A short-term stay of those types of vehicles belonging to a visitor or contractor may be allowed if approved in advance by the board.

Deer Ridge Estates, A Condominium
RULES AND REGULATIONS

5. Vehicle Maintenance. No person or occupant shall perform any work on any motor vehicle, whether inside or outside, except washing, polishing, waxing or cleaning. This prohibition includes lubrication, oil changing, tire rotation, paint and body work or any other service work or maintenance.
6. Decks. Charcoal fired grills and other open fires are not permitted on the decks. Decks can be screened in or glassed in with permission of the Board of Directors.
7. Plantings and Landscaping.
 - a. Owners may plant flowers and vegetables within 3 feet of their building.
 - b. Areas beyond 3 feet of buildings are common property. In the past, the board has approved owner-installed landscape elements in common property including planting areas, borders, trees, paved areas, and walkways. Owners may change plantings within approved owner-installed planting areas without further board approval. Any modification to the size or shape of existing landscape elements or installation of new landscape elements requires prior written board approval of a plan drawing. Any removal or addition of owner-installed freestanding trees requires prior written board approval. Any implementation prior to board approval may have to be restored at the owner's expense. Unit owners and any subsequent owners are responsible for the maintenance (including possible tree removal) of these landscape elements. If a unit owner fails to maintain these landscape elements, the Association may maintain them or restore them to their prior state at the expense of the owner. Prior to selling a unit the owner must disclose the existence of these landscaping elements and the responsibility for maintaining them to potential purchasers. The responsibility for maintaining them will pass to the new owner.
8. Natural areas
 - a. The DNR designated wetland/floodplain. The DNR designated wetland/floodplain consists of the creek on the northern edge of the condominium property and the pond to the east of the units and the areas surrounding them. None of the live vegetation, (trees, bushes, plants, etc.) within the DNR designated wetland/floodplain can be removed, cut down, or altered. Doing so could result in a DNR violation affecting the Association.
 - b. Non-mown areas. Non-mown areas of the common elements are meant to remain in a natural state. Accordingly, dead trees and shrubs will not be removed by the Association. However, unit owners with prior board approval may voluntarily remove them at their expense. All material must be removed from the area and any damage to the common elements must be restored to its previous condition.
9. Laundry. No permanent pole or other structure shall be constructed or installed within the common elements for the purpose of attaching laundry lines. Outdoor laundry poles or other laundry drying devices shall be removed when not in use and in any event shall not be left in place overnight.

Deer Ridge Estates, A Condominium RULES AND REGULATIONS

10. Fences and Screens. All outdoor fencing and screening is prohibited within the condominium grounds.
11. For Sale Signs. In accordance with Section 8.03 of the Declaration, when a unit goes up for sale a small "for sale" sign may be placed near the front gate entrance to the residential circle by the owner or real estate agent. The sign may remain at the gate entrance for a maximum of 2 months. After that time, it is to be removed and a small sign may be placed in the front window of the unit for the duration of the sale.
12. Satellite Dishes. With regard to Section 8.11 of the Declaration, unit owners may install a satellite dish with the prior approval of the Board of Directors and their immediate neighbors. A placement drawing or description must be provided along with the request.
13. Fall Mowing. The hill behind units #109 through #215 will be mowed each fall. The owners of those units will be billed separately by the contractor.
14. Exterior Painting and exterior surface maintenance.
 - a. Painting and minor repair of the exterior of the buildings will be contracted and paid for by the association as it fits into the budget. The Building and Grounds Committee will perform an annual walk-around inspection of units to determine the painting needs.
 - b. In accordance with Section 6.02 of the Declaration, painting of the deck surface and railings (but not spindles that support the railings) is the responsibility of each unit owner. Paint must match existing paint color.
 - c. In accordance with Section 6.03 of the Declaration, repair of excessive damage or deterioration of exterior surfaces (e.g., Siding, Trim) is the responsibility of the unit owners of a building. With prior approval of the Board of Directors, a unit owner or unit owners of a building may replace existing exterior surfaces with Hardi-board or similar material. If that is done, the unit owner or owners will be reimbursed with the amount that any painting of that section would have cost (This will not cover the entire cost of the exterior surfaces replacement.)
 - d. In accordance with Section 6.03 of the Declaration, repair and replacement of roof components, including gutter systems and chimneys, is the responsibility of unit owners of a building. Roof replacement must be done for the entire building at one time. Work must be done in accordance with the latest Roof Replacement Specifications, currently dated November 2006. No work may proceed without prior approval of the Board of Directors. A copy of the roofing contract must be provided to the Board of Directors to receive approval.
 - e. In accordance with Section 6.04 of the Declaration, maintenance and/or replacement of exterior entry doors is the responsibility of unit owners. If the replacement door is white or matches the color of shutters or siding and does not require structural change, the replacement may proceed without board approval.

Deer Ridge Estates, A Condominium RULES AND REGULATIONS

- f. In accordance with Section 6.04 of the Declaration, Garage door maintenance and/or replacement is the responsibility of unit owners. They must match the existing style and color as closely as possible. Prior board approval is not required.
 - g. Miscellaneous. Individual owners are responsible for basement leaks, roof leaks, necessary roof snow removal and repair or removal of benches around the base of the deck support posts (they are not structural).
15. Limitation on Changes. In regard to section 6.05 of the declaration, on behalf of the Association, the board grants approval to owners to make any improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium and that do not create a nuisance substantially affecting the use and enjoyment of other units or the common elements. All internal changes must be made in accordance with all governmental safety and building code requirements, permits and restrictions. A unit owner may not change the exterior appearance of a unit or of any other portion of the condominium without prior permission of the board of directors of the association.
16. Consequences. The following consequences to enforce our governing documents have been approved by the Board of Directors and ratified at the annual meeting of owners in 2018. Each violation of the Rules, Regulations, By-Laws, or the Condominium Declaration shall be punishable by means set forth in the By-Laws, Condominium Declaration Rules, Regulations, and/or by one or more of the following:
- a. A written reprimand
 - b. A fine in an amount not to exceed \$150.00 plus an administrative cost of \$20.00 plus any attorney fees. Following one month of the violation not being corrected, an additional \$15.00 per day fee will be charged.
 - c. Non action by the Unit Owner will be cause for the Association to remove or correct the violation, the cost of which, including all of the work and the above-mentioned fees, shall be borne by the Unit Owner. For any amount not paid when due, Unit Owner shall pay all costs of collection, including attorney fees.
17. Disclosure Material. A comprehensive set of disclosure documents has been distributed to each owner for their own reference and to use during a change in ownership.. Owners must retain and update these documents from time to time, as directed by the Board of Directors, Any missing materials will be replaced at the owner's expense.

Deer Ridge Estates Condominium Association

Roof Replacement Specifications

November, 2006

A copy of these specifications is to be kept by each unit owner in the by-laws binder to be passed on to the next owners.

- ✦ Remove existing skylight flashing kits, plastic leaf guard protection, and heat cables for possible reuse.
- ✦ Tear off existing layer of asphalt roofing and felt down to wood decking.
- ✦ Remove existing gutter system saving whatever possible to be reused if it fits the specifications of 5" seamless aluminum .032 gauge gutters and 3" x 4" down spouts.
- ✦ Replace rotted or deteriorated plywood decking if needed.
- ✦ Dispose of all job related debris.
- ✦ Install no less than 30# felt (or a comparable product) over entire roof.
- ✦ Install ice and water shield (leak barrier) approximately 6' on all eaves with 4" wrapped down on fascia behind gutter
- ✦ Install same water shield (leak barrier) 3' around penetrations, skylights, in valleys and around dormers, at flashings and transitions, and over chimney saddles.
- ✦ Install new aluminum apron on all eaves.
- ✦ Install new pre-finished 24" wide "W" style metal valleys
- ✦ Install new aluminum edging up gable ends.
- ✦ Install new soil vent pipe flashings.
- ✦ Install new bath vent hoods.
- ✦ Install 30-year shingles using round headed nails, four nails per shingle, matching existing color (weatheredwood).
- ✦ Install continuous ridge vent to replace existing, cover with shingles to match roof shingles.
- ✦ Install or reinstall leaf guard and skylight flashing kits where previously removed.
- ✦ Reinstall roof-top heat cables.
- ✦ Install .032 seamless aluminum 5" gutters and 3" X 4" down spouts where previously removed reusing any parts that were salvageable. Use aluminum fascia mounted gutter support straps. Gutters and down spouts are to match existing colors.
- ✦ Add new aluminum water diverters on inside corners
- ✦ Minimum 12-15 year non-prorated warranty.
- ✦ 20 year gutter warranty
- ✦ 5 year workmanship warranty.

The board highly recommends.

Siding on dormers should be cut back approximately 4" Existing side wall step flashing removed. Install new pre-finished side wall step flashings to be made water tight using new cedar trim boards held up from roof line

Please note

As with all exterior condo improvements your plans need to be submitted to the board for approval before the project is started. Roof replacement must be done on the whole building (both units) at the same time.

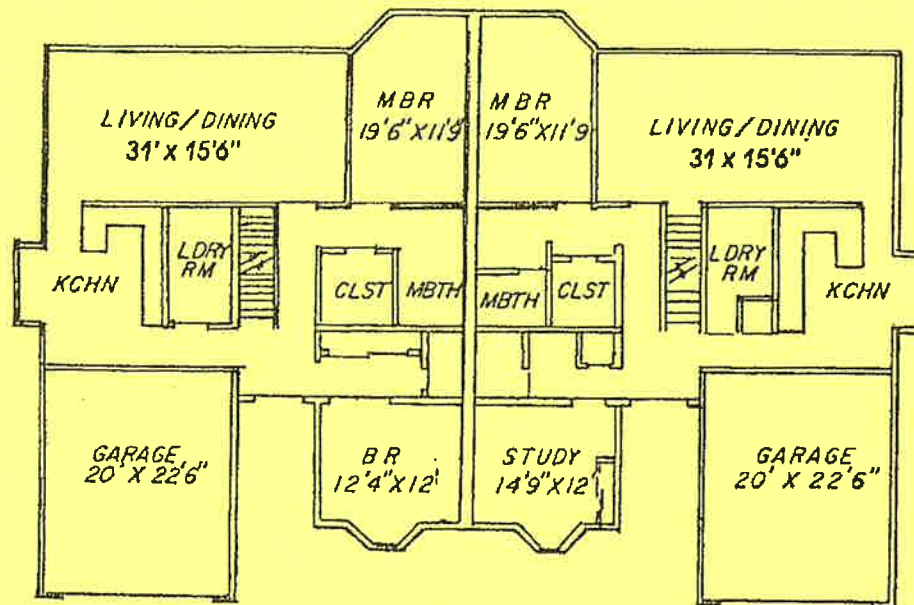
Many thanks to

Dehling* Voigt, Inc. and C&K Services, Inc. of Newburg
for their assistance to the board in compiling the above specifications.

- Generic Floor Plan (pp 6-1 through 6-2)
- Plat (pp 6-3 through 6-4)

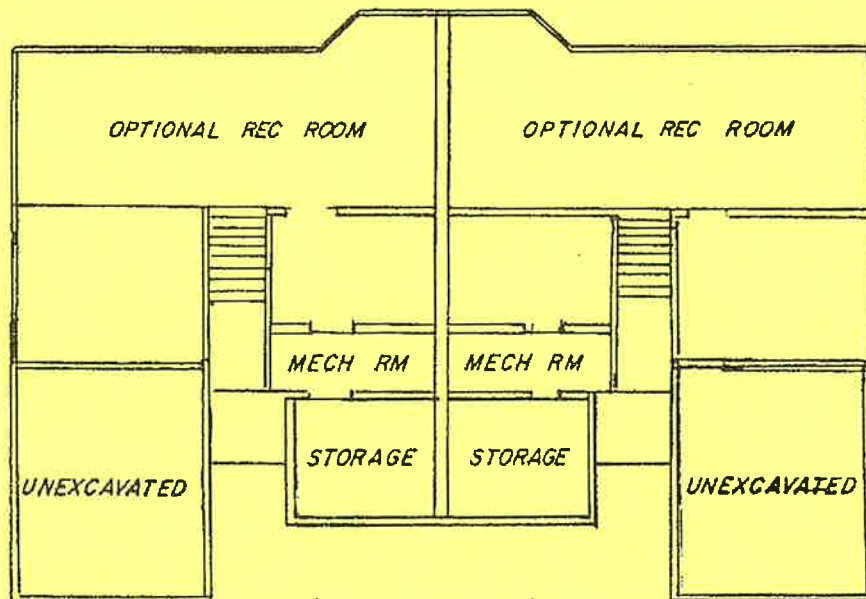
Floor Plan & Plat

Ranch Floor Plan



floor Plan A

floor Plan B



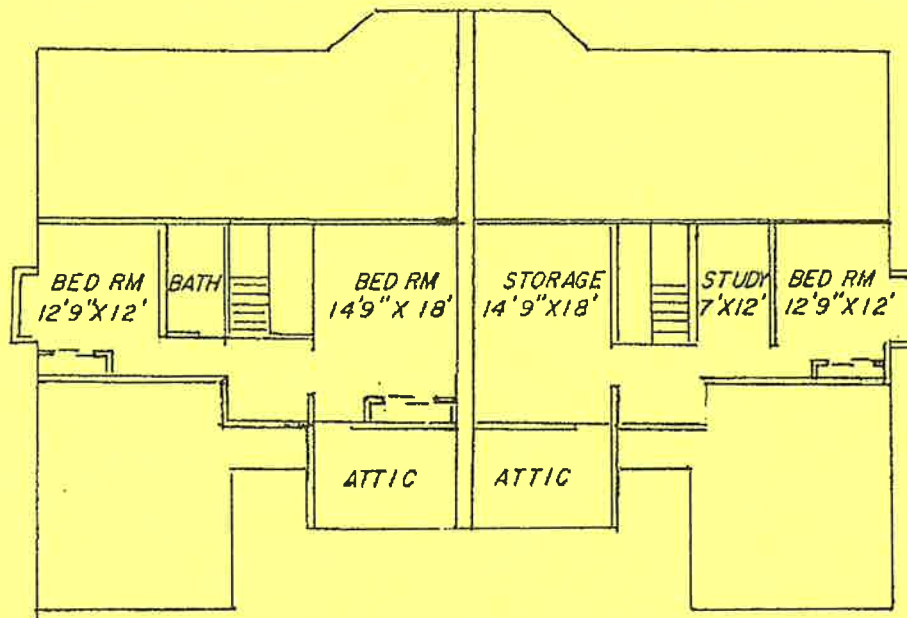
basement plan

Customer specific alternations available on presales.

Dimensions are approximate and subject to change.

Deer Ridge Estates
Fox Ridge Partnership
West Bend, Wisconsin

Optional Second Floor



second floor plan

DEER RIDGE ESTATES/A CONDOMINIUM

WEST OF THE SEAM OF THE NORTH OF SECTION 18 AND EAST OF
THE SEAM OF THE SEAM OF SECTION 18 ALL OF TOWNSHIP 11 NORTH,
RANGE 11 EAST, CITY OF WEST BEND AND THE TOWNSHIP OF WEST
BEND, WASHINGTON COUNTY, WISCONSIN

THE ABOVE IS THE BEST COPY AVAILABLE OF THIS DOCUMENT AS IT APPEARED IN THE ORIGINAL RECORDS OF THE NATIONAL ARCHIVES AT COLLEGE PARK, MARYLAND.

[illegible]

2004/05 74 10 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818 2819 2820

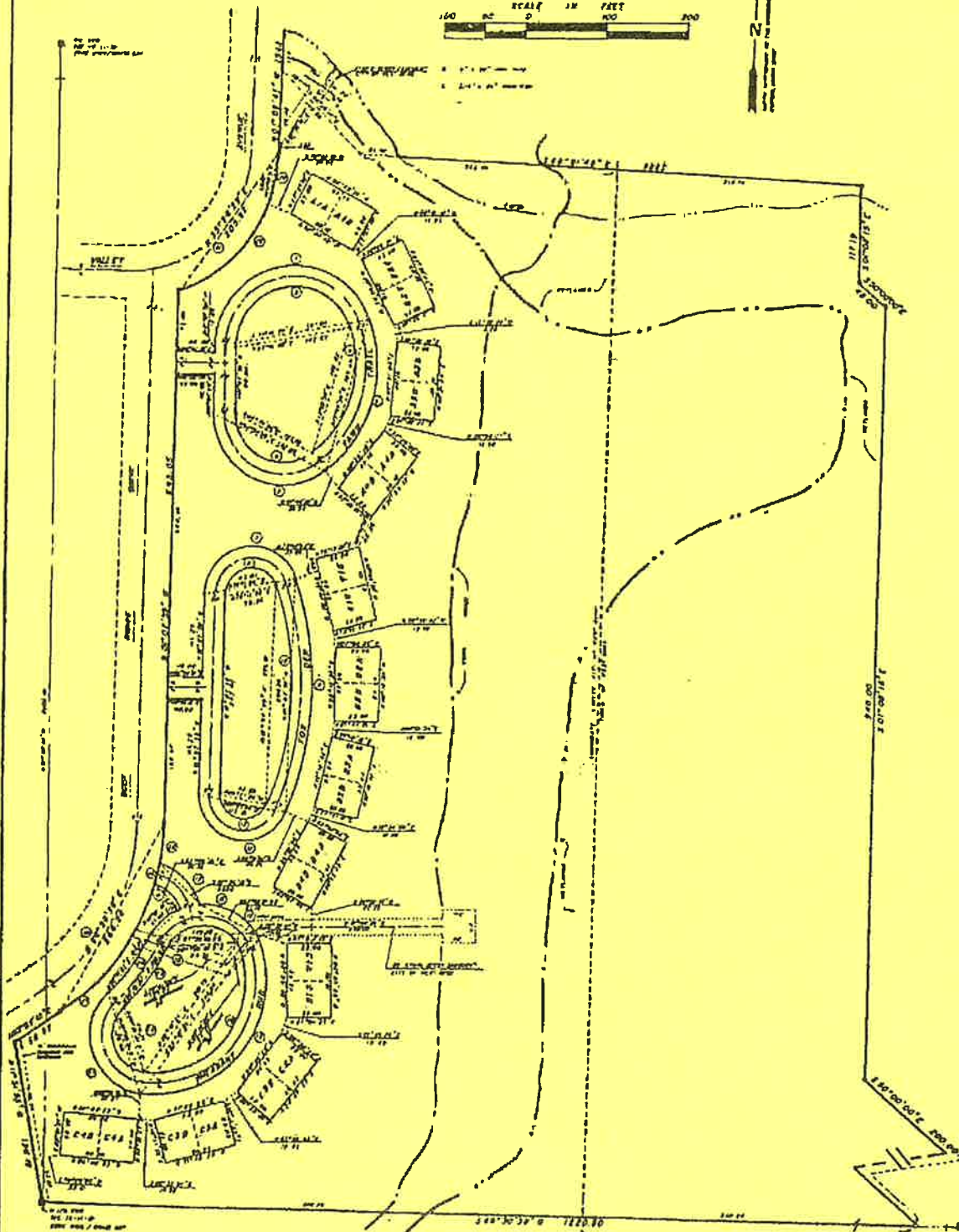
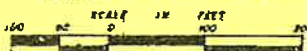
and have put in your report and the Bureau will pay the full amount (about \$1000) to you. If you
 are not sure, please write to the Bureau and we will be glad to help you.

— 179 —

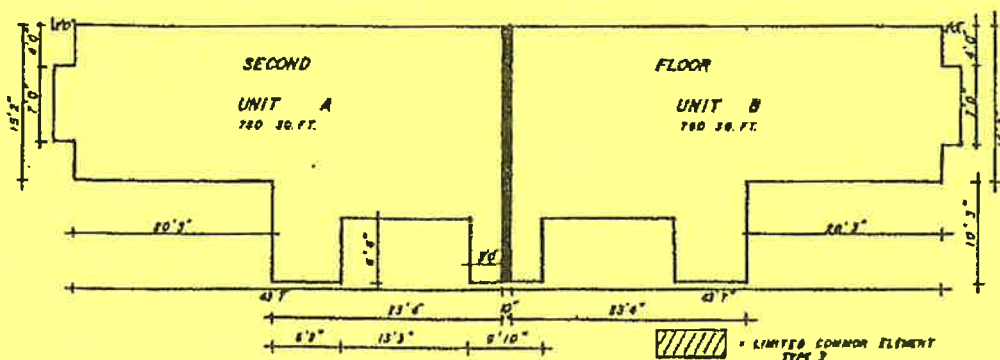
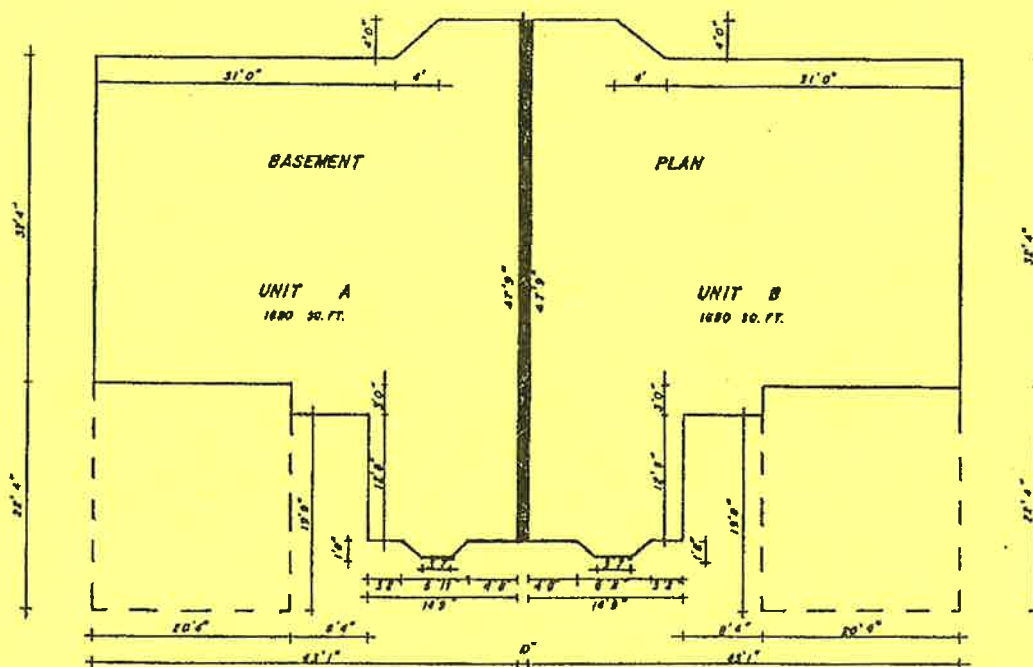
04/2019 1. 2019-04-20 1. 2019-04-20

[illegible]

NOTE: THIS MAP DEPICTS LOCATION BUT NOT DIMENSIONS
OF SITES



UNETH & W. J. SWEET

[illegible]

* LIMITED COMMON ELEMENTS
TYPE 3

- A-1 December 2010 Opt-out of Statutory Reserve Account
- A-2 November 2014 Special assessment for circle drives and driveway replacement
- A-3 November 2020 Extension of special assessment for circle drives and driveway replacement
- A-4 November 2022 Extension of special assessment for circle drives and driveway replacement
- A-5
- A-6
- A-7
- A-8

Note:

The following items previously in this section have been moved:

- May 2007 (finalized in October 2007) Amendment - to Declaration section
- November 2006 Roof Replacement Specifications - to Rules & Regulation Section

The following items previously in this section have been removed since they have been incorporated into the revised Executive Summary and/or the revised Rules & Regulations

- November 2005 By-Laws - Comments and clarifications on owners responsibilities by Chuck Seeger
- April 2018 Additions and clarifications made to the Rules, Regulations, and By-Laws between 2000 and 2018
- Consequences established as a follow-up to enforce condominium governing documents
- Clarification and extension of item #4 on page A-6

Additional Information

1267590

December 07, 2010 1:20 PM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$30.00

STATUTORY RESERVE
ACCOUNT STATEMENT

Document Number

Re: DEER RIDGE ESTATES

Condominium, being a condominium created under the Condominium
Ownership Act of the STATE OF WISCONSIN by a "Declaration of
Condominium for Deer Ridge Estates

Condominium", dated the 19th day
of July, 1990 and recorded the 15th day of
August, 1990 in the Office of the Register of Deeds
for Washington County, Wisconsin, in
(Reel)(Vol.) 1084 of Records, at (Images) (Pages) 871
through 698, as Document No. 564705
and by a Condominium Plat (hereinafter "Condominium").

The Condominium (shall) (shall not) have a Statutory Reserve Account, as
described in Wis. Stat. § 703.163, effective immediately

This determination is made by the (Declarant) (Association
with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is
anticipated that future expenditures for the repair and replacement of the
common elements will be funded by: Association fees, contingency reserves,
(accumulated from annual budgetary surplus amounts), and special assessments.

These funds are maintained in savings and investment accounts.

Over the years and currently, our association has tended to anticipate
common expenses and spread the repairs and replacement costs over a
number of years so as to keep special assessments to a minimum.

Dated this TH day of December, 2010

* Daniel Harter

Title: President

Ralph Seeger
Ralph Seeger

Title: Board of Directors

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____,

*
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,

authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Timothy R. Sullivan D.D.S
West Bend, WI 53095

(Signatures may be authenticated or acknowledged. Both are not necessary.)

Recording Area

Name and Return Address

Timothy R. Sullivan D.D.S.
301 Deer Ridge Dr
West Bend, WI 53095

File Identification Number (PIN)

ACKNOWLEDGMENT

STATE OF WISCONSIN.

Washington

County.

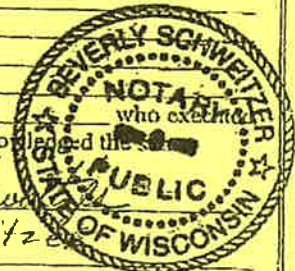
Personally came before me this 7th day of
December, 2010, the above named

Daniel Harter and Ralph Seeger

to me known to be the persons
the foregoing instrument and acknowledged the same

Notary Public, State of Wisconsin

My Commission is permanent (If not, state expiration date:
8 - 10, 2014.)



*Names of persons signing in any capacity should be typed or printed below their signature.

Home

Fax

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, (800) 383-9805 www.zipform.com

Note to all Deer Ridge Condominium Association Homeowners:

This notice is to be saved and must be placed in your Disclosure Materials/Bylaws folder to be kept by each homeowner and passed on the new owner upon the sale of your property.

"11/10/2014 vote on approval of special assessment for the replacement of each of the three circle drives and driveways to each unit from the circle drives. The project will be completed on an as needed basis.

This is a special assessment for the removal and replacement of our three circle drives and driveway to each of the units. Since this assessment will cover a number of years, the exact cost will not be known until the work is contracted. We estimate that the cost will run in the area of \$144,000, or \$1,000/unit per year for 6 years. Each year, after the completion of the replacement of a circle, the amount of the assessment will be revisited. Right now our estimates for this package of projects requires special assessments of \$1,000 per year for the years, 2015, 2016, 2017, 2018, 2019, 2020. Assessments are due January 1st each year and are payable by December 31st that year. Prepayment of any or all of the entire six year assessment is encouraged as this will give the board greater flexibility in the timing of the three projects."

This written ballot proposal took place at the annual meeting and passed with a vote of 14 units for and 1 unit against. Starting in 2015 an assessment of \$1,000 will be due 1/1/2015 and payable by 12/31/2015. Payments will continue to be due annually through the year 2020.

As these funds will be segregated for circle repair, please submit a separate check or checks payable to Deer Ridge Condo Association to the association treasurer, Clint Gundrum, 205 Deer Ridge Drive. This assessment can be paid monthly, annually or however you want to break it up.

DEER RIDGE ESTATES A CONDOMINIUM

Extension of the Special Assessment for Drive Replacement

At the November 9, 2020 Annual Meeting, Association members approved the extension of the special assessment for drive replacement: "All units will continue to pay into the fund at a rate of \$500 per year for the next two years. The plan is to replace the north circle drive in 2023."