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FOR DECLARATION OF
THE HOMES OF MAPLEDALE VILLAGE VII
A CONDOMINIUM COMMUNITY**

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**DECLARATION OF CONDOMINIUM FOR
THE HOMES OF MAPLEDALE VILLAGE VII,
A CONDOMINIUM COMMUNITY**

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, by Mapledale Condominiums. L.L.C., a Wisconsin Limited Liability Company.

- 1) Statement of Intent. The purpose of this Declaration is to submit the lands hereafter described and the improvements thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration. Declarants declare that they are the owner in fee simple of the real property described in Paragraph 2 (hereinafter "Property"), which is held subject to the provisions of this Declaration and the Act. All provisions hereof shall be deemed to run with land and shall constitute benefits and burdens to the Declarants, their successors and assigns, and to all parties hereinafter having any interest in the Property.

- 2) Description of Land and Name. The following described real estate is subject to the provision of this Declaration: The Homes of Mapledale Village VII. A Condominium Community, Town of Sheboygan, Sheboygan County, Wisconsin thereon shall be known as THE HOMES OF MAPLEDALE VILLAGE VII. A CONDOMINIUM COMMUNITY. The addresses of said condominium shall be 1530, 1528, 1522, 1520, 1514, and 1512 Nutmeg Court, 1529, 1527, 1521, 1519, 1513, and 1522 Nutmeg Court, 1530, 1528, 1522, 1520, 1514, and 1512 Willowbrook Court, and 1529, 1527, 1521, 1519, 1513, and 1511 Willowbrook Court, and 1530, 1528, 1522, 1520, 1514, and 1512 Berrywood Court, Sheboygan, Wisconsin 53081. A map of the land subject to this Declaration showing the location of the structures thereon is attached hereto as Exhibit "A" and made a part hereof.

Buildings 18, 19, 21, and 22 as shown by Exhibit "A" contain thirty (30) condominium dwelling units (hereinafter "Unit"). A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air having outer perimeter walls, floors, and ceilings, and the exterior surface of the window, window frames, doors and door frames of the building. The unit shall include all fixtures and improvements therein contained.

- 3) Description of Units. The units are identified on the Condominium Plat as units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30. These units have the following addresses: 1530, 1528, 1522, 1520, 1514, and 1512 Nutmeg Court, 1529, 1527, 1521, 1519, 1513, and 1511 Nutmeg Court, 1530, 1528, 1522, 1520, 1514, and 1512 Willowbrook Court, and 1529, 1527, 1521, 1519, 1513, and 1511 Willowbrook Court, and 1530, 1528, 1522, 1520, 1514, and 1512 Berrywood Court respectively. The legal description shall not include addresses or building numbers. All units contain approximately 1,321 or 1,442 square feet (exclusive of the garage area). The unit is divided into a living room, dining area, kitchen, two bedrooms and two full bathrooms. All units have a two-car garage, gas forced air heating, central air conditioning, gas fireplace, first floor laundry, easy access (no steps), and a private patio. Each unit is metered individually for gas, water and electricity, and the cost of these utilities and the maintenance and replacement of the equipment providing these utilities shall be borne by the individual unit owner in which they are located and shall not be considered a common expense. Basement space has been allocated to each unit.

- 4) Common Elements. Common elements and areas shall consist of the condominium except the individual units and limited common areas, as each is hereunder defined, including without limitations:

- a. The land immediately upon which the buildings are located.
 - b. The foundations, columns, girders, beams, supports, main walls, centralized utility sewer, public electrical wiring and conduits, drain tile, and structural parts, roofs, gutters, and external finishings of the buildings.
 - c. The landscaping and yard, except that the area described in Paragraph 5 as limited common elements.
 - d. The common driveway as set forth in Exhibit "A."
- 5) Limited Common Areas. A limited common area shall be appurtenant to each particular unit and shall be of such unit. The limited common areas including limited common driveway, deck, and garden area are described in the first page of Exhibit "A" attached hereto and made a part hereof. The use of such limited common areas shall be governed by the By-Laws of and such rules as may be established by the Association.
- 6) Percent of Ownership Interest. Each unit owner shall own an undivided one-thirtieth ("1/30") interest in the common elements, areas and facilities and limited common elements areas as tenant in common with the other unit owners.
- 7) Use. The building and units herein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained in the Declaration and the By-Laws of the Association.
- a. A maximum of four (4) permanent residents may occupy any one unit. No nuisance shall be allowed on the property, nor shall any use or practice be allowed which is the source of annoyance to the residents, or which interferes with the peaceful possession or proper use of the property by its residents. No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with.
 - b. No dogs, animals, livestock or poultry of any kind may be raised, bred, or kept, except that one dog, one cat, and small household pets may be kept on the premises, providing they are not kept, bred, or maintained for any commercial purposes and then only on the condition that such pets cause no unreasonable disturbance.
 - c. No boats, recreational vehicles or other commercial vehicles may be parked or stored in the parking area without the written consent of all of the unit owners using the same parking area, except to load or unload. After loading or unloading, such vehicle shall be removed immediately.
- 8) Process. The person to receive service of process shall be WILLIAM G. MARKEE, 100 North Westhaven Drive, Oshkosh, Wisconsin 54904. After conveyance of the final unit, the Association shall immediately select a successor.
- 9) Administration and Management. The administration and management of this condominium property shall be governed by the By-Laws of THE HOMES OF MAPLEDALE VILLAGE VII, A

CONDOMINIUM COMMUNITY, and a Wisconsin unincorporated association. An owner of a unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. Each unit shall be entitled to one (1) vote at any meeting of the Association. The person exercising the right to vote for each unit shall be known as a "Voting Member." There is a three and thirty-three percent (3.33%) interest appurtenant to each unit.

- 10) Access. The owners shall have the irrevocable right, exercised by the Board of Directors, to have access to each unit during reasonable hours as necessary for the common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another unit or units. Damage to the interior of any part of a unit resulting from the maintenance, repair, emergency repair or replacement of any of the general common elements or as a result of emergency repairs within another unit at the instance of the Association shall be a common expense of all of the owners, provided, however, that if such damage is the result of the negligence of a unit owner, then such unit owners shall be responsible for all of such damage. Access shall include, but not be limited to, the sump pump and related sump crock and outlet.
- 11) Maintenance Responsibility. For purposes of maintenance, replacement, repair, and remodeling, an owner shall be deemed to own the garden area, the windows, doors, interior non-supporting walls, the materials (such as, but not limited to, plaster, gypsum drywalls, paneling, wallpaper, brick, stone, paint, wall and floor time, and flooring, but not including the sub-flooring) making up the finished surfaces of the perimeter walls, ceilings, and floors within the unit and the unit doors, and windows. Such right to repair, alter, and remodel shall carry the obligation to replace any finishing materials removed with similar of other types or kinds of finishing materials of equal or better quality. An owner shall maintain the interior of his own unit and the appurtenant limited common elements in good taste and repair, including the fixtures thereof. Fixtures shall include, but not be limited to the extent applicable: built-in microwaves, electrical service panel, furnace, air conditioning system, hot water heater, dishwasher, garbage disposal, garage door opener, range hood, fireplace, ceiling fans, water softener, sky light, faucet and plumbing fixtures, light fixtures, light switches, carpeting, floor coverings, and all cabinets. All fixtures and equipment installed within the unit commencing at a point where the utility lines, pipes, wires, conduits, or systems (hereinafter "utilities") enter the unit shall be maintained and kept in repair by the owner thereof. The Association shall be responsible for the maintenance of the items referred to in paragraph 4 (b), (c), and (d) above. The Association during the planting and early growth of new landscaping may require the watering by condominium owners of nearby or adjacent common areas at the initiative and expense of the condominium owner. The Association may schedule a vote by condominium owners to find an alternate means of watering said new grass.
- 12) Destruction and Reconstruction. In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan, and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction, all of the owners of the units in the buildings or buildings partially or totally destroyed agree not to rebuild or repair. Then, in said event, the provision of Wisconsin Statute 703.18(2) shall govern.
- 13) Insurance. The Board of Directors of the Association shall provide and maintain fire and extended loss and liability insurance coverage of the buildings and any portion thereof in the amount of the full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for all unit owners and their respective mortgagees as their interests may appear. In the event of partial or total destruction of a building or buildings and a determination to repair or reconstruct such building or buildings in accordance with Paragraph 12, hereof, the proceeds of the insurance shall be paid to the Association to be applied to the costs thereof, and nothing shall be paid to the mortgagees, if any. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners, and their mortgagees, if any, as their respective interests may appear. Owners may insure these items, the maintenance for which they are responsible under Paragraph 11,

except to the extent they are common or limited common elements. The Association shall not be responsible to provide insurance coverage for said items.

- 14) Liability for Common and Limited Common Expenses. The costs of administration of the Association and of the repair, maintenance, insurance, and other expenses of the common areas, and facilities, limited common areas, general expenses (not allocated to an individual unit owner) such as common water lines, sanitary sewer, storm sewer discharge, maintenance and replacement, easements and other expenses which shall be deemed common expenses by the Association, shall be paid for by the Association and assessments shall be made against the unit owners, as well as the units themselves. The Association shall be responsible for snow removal, landscaping, and grass cutting of its common and limited common areas.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien until paid against the unit.

- 15) Partition. There shall be no partition of the common areas and facilities and limited common areas through judicial proceeds or otherwise until this agreement is terminated and the property is withdrawn from its terms.
- 16) Conveyance. No unit owners shall execute any deed, mortgage, lease, or other instrument affecting title to such unit ownership without including therein both their interests in the unit and their corresponding percentage of ownership in the common and limited common areas and facilities.
- 17) No Waiver. The failure of the Association to insist in any one or more instances upon the strict performance of any of the terms of this Declaration or to institute any action shall not be construed as a waiver of such terms.
- 18) Amendments. Except as otherwise provided by the Act, this Declaration may be amended by an affirmative vote of all unit owners in the condominium project. Declarant may unilaterally change any errors in the Declaration by recording the same without association approval.
- 19) Lien Rights. No labor performed or materials furnished and incorporated in a unit with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the unit of any other owner not expressly consenting to or requesting the same, or against the general common elements owned by such other owners.
- 20) Mortgaging. Any owner of a unit shall have the right from time to time to mortgage or encumber his interest by mortgage or other security instrument. The owner of a unit may create junior mortgages on the following conditions: (1) Any such junior mortgages shall always be subordinate to the obligations created by this Declaration and the By-Laws; (2) The mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title, and interest in and to the proceeds under all insurance policies upon such premises which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association.
- 21) Notices. All notices and other documents required to be given by this Declaration or by the By-Laws of the Association shall be sufficient if given to one registered unit owner of a unit regardless of the number of owners who have an interest therein.
- 22) Easements, Reservations, and Encroachments.
- a. Easements are hereby declared and granted for the benefit of the unit owners, the Association, and reserved for the benefit of the Declarant for utility purposes.
 - b. Easements are hereby reserved for the benefit of the Declarant to enter upon and make reasonable, nonexclusive use of any of the drives, walks, and other open common areas and facilities.

- c. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the unit owners. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and on all unit owners, purchasers, and mortgagees and their heirs, executors, administrators, successors, and assigns. The unit owners shall have the authority to execute all documents necessary to carry out the intent of this paragraph.
- 23) Utilities. Each unit owner shall pay his own telephone, cable, electricity, gas, sewer and water, and other utilities which are separately metered or billed to each user by a utility company.
- 24) Rights of Declarants. Declarants reserve the right to lease or otherwise make available for occupancy any completed and unsold units owned by Declarants for such periods as Declarants shall determine. The terms and conditions of any such occupancy shall be determined solely by Declarants. Declarants' right shall inure to their successors and assigns. Declarants are excepted from payment of assessments in their sole discretion.
- 25) Acceptance. Any purchaser(s) or their successors in interest shall be deemed to have accepted this Declaration of Condominiums and the By-Laws.
- 26) Severability. The provisions hereof shall be deemed severable, and the invalidity or partial invalidity or unenforceability of any one provision, or portion thereof, shall not affect the validity or enforceability of the remaining portion of said provision, or of any other provisions hereof.
- 27) Expandable Condominium. Declarant has the right in its sole discretion, but not the obligation, to expand to the condominium and the following described property may be added to the condominium: Units 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 54, as described in Exhibit A.

The total number of residential units in the expansion area, including the thirty (30) units set forth herein will not exceed fifty-four (54) units. Declarant shall have ten (10) years from the date of recording this Declaration to expand the condominium by adding additional property and units. The enlargement of the condominium is at the Declarant's discretion, the Declarant is not obligated or committed to add any property or to construct or add any additional units as part of the original condominium and the unit owners are given no rights in regard to whether or not, or how many units may be added by Declarant. Declarant may develop a portion only and not all the additional property and units specified as the expansion area. When the condominium is expanded, the unit owner's percentage interest in the common elements shall be determined by dividing one unit by all units including the newly added units. That percentage interest shall be the percentage used for computing unit liabilities for common expenses and rights to common surplus. One vote shall be appurtenant to each unit following the addition of any units to the original condominium and to the original condominium as previously added to it by additional units, if any. All expenses related to the installation of improvements to the new units such as, but not limited to streets, grading, sewer, water, drainage and public utilities shall be the sole expense of Declarant. After all improvements have been completed, then the expense of maintaining the improvements outside of the unit and limited common area appurtenant to each unit shall thereafter be the expense of all unit owners as herein set forth. The Declarant reserves the right to change the style and flow plans of the units which are part of the expandable condominium area. Declarant has the right, in its sole discretion, to remove the expanded area from the condominium area if Declarant exercises its right not to expand. In the event Declarant determines not to expand the condominium, it has the power to enter into an easement and maintenance agreement on behalf of association with the owner of said removed land upon reasonable and equitable terms without the consent of association.

IN WITNESS WHEREOF, the said Declarants have signed this document this ____ day of October, 2003.

MAPLEDALE CONDOMINIUMS, L.L.C.

By: _____
John J. Mark, Managing Member

By: _____
William P. Mark, Member

Subscribed and sworn before me this ____ day of _____, 2003

Karen A. Kapal
NotaryPublic
State of Wisconsin
My commission expires: 6/10/06

This Document Drafted By:
Attorney Christopher R. Kindt