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DECLARATION OF CONDOMINIUM OWNERSHIP  
CEDAR RIDGE CONDOMINIUM  
PHASE I

AN EXPANDABLE CONDOMINIUM  
New Holstein, WISCONSIN

REGISTERS OFFICE  
CALUMET COUNTY WI

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1994  
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Index 2922, Page 17-44  
Donna Schommu  
Atty. Gen. P.F. Reg. Sec.

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, this 15th day of December, 1994, by Wayne Miller and Glenn Christel (hereinafter referred to as "the DECLARANT").

WHEREAS, the Declarant is the sole owner of certain real property, located in the City of New Holstein, Calumet County, Wisconsin, and legally described as follows:

Lot 1 of Certified Survey Map No. 1763 recorded in the office of the Register of Deeds for Calumet County, Wisconsin on October 20, 1994 in Volume 12 of Survey Maps on Page 257, as Document No. 243915. Being a part of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 15, T.17N., R.20E., City of New Holstein, Calumet County, Wisconsin. Tax Key No. Part of 012-15-172041B.

WHEREAS, the DECLARANT desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real property for the benefits of DECLARANT and all future owners of any part of said real property and any condominium unit thereon or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all condominium units, and

Whereas, the DECLARANT desires and intends that the unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in the furtherance of a plan to promote and protect the cooperative nature of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the DECLARANT, as the titleholder of the real property hereinabove referred to and described at greater length hereinafter and for the purpose above set forth, DECLARES AS FOLLOWS:

ARTICLE I  
DEFINITIONS

Section 1. For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

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(a) "ASSOCIATION" shall mean and refer to CEDAR RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, an unincorporated association organized under the laws of the State of Wisconsin, its successors and assigns;

(b) "COMMON AREA" shall mean and refer to, unless otherwise provided in this Declaration or Amendments thereto, the COMMON AREAS consisting of the land and the entire premises described in ARTICLE 2, excepting the UNITS and excepting and subject to any structures built or improvements installed by or for public utilities. Each owner shall have undivided interest in the COMMON AREA in the proportion as set forth in ARTICLE 4;

(c) "OWNER" shall mean and refer to the record OWNER, whether one or more persons or entities, of a fee simple title to any UNIT, including land contract purchasers, but excluding land contract sellers and those having such interest merely as security for the performance of an obligation. The DECLARANT shall be deemed the OWNER of UNITS which have not been conveyed even though they have not been constructed;

(d) "DECLARANT" shall mean and refer to the developers and their successors and assigns;

(e) "LIMITED COMMON AREAS" shall mean and refer to those COMMON AREAS identified in ARTICLE 4 as reserved for the exclusive use of one or more but less than all of the other UNIT OWNERS;

(f) "MAJORITY" shall mean and refer to the condominium UNIT OWNERS with more than fifty percent (50%) of the votes assigned to the UNITS in the Declaration;

(g) "MORTGAGE" shall mean and refer to any mortgage or other security instrument by which a UNIT or any part thereof is encumbered;

(h) "MORTGAGEE" shall mean and refer to any person named as the MORTGAGEE under any Mortgage under which the interest of any OWNER is encumbered, or any land contract seller of any UNIT, or any successor to the interest of such person under such MORTGAGE or such land contract;

(i) "PERSON" shall mean and refer to an individual, corporation, partnership, association, trust, or other legal entity;

(j) "UNIT" SHALL MEAN AND REFER TO A PART OF THE PROPERTY SUBJECT TO THIS Declaration, consisting of one (1) or more cubicles of air at one or more levels of space, or one (1) or more rooms or enclosed spaces located on one (1) or more floors (or parts thereof) in a building, and bounded along such boundaries as shown on the building and floor plans contained upon the condominium

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plat, as set forth CONDOMINIUM plat together with all the facilities and improvements therein contained, excluding the land underneath same. A unit shall include all ducts, electric wiring and outlets and conduits, plumbing fixtures, heating and air-conditioning units contained therein to the extent that such items serve only the particular Unit in which they are contained;

(k) "Unit Number" shall mean and refer to the number, letter or combination thereof, identifying a UNIT as set forth in Exhibits "A" and "B", being a copy of the CEDAR RIDGE CONDOMINIUM plat.

ARTICLE II  
LEGAL DESCRIPTION OF LAND AND EASEMENTS

Section 1. NAME OF CONDOMINIUM AND LEGAL DESCRIPTION OF LAND

The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, shall be named CEDAR RIDGE CONDOMINIUM located at the corner of Jackson Street and Trimborn Avenue in the City of New Holstein, Wisconsin, and is legally described as follows:

Lot 1 of Certified Survey Map No. 1763 recorded in the office of the Register of Deeds for Calumet County, Wisconsin on October 20, 1994 in Volume 12 of Survey Maps on Page 257, as Document No. 243915. Being a part of the NE¼ of the SE¼ of Section 15, T.17N., R.20E., City of New Holstein, Calumet County, Wisconsin. Tax Key No. Part of 012-15-172041B.

Section 2. POWER TO GRANT EASEMENT

DECLARANT hereby reserves to himself for that period of time prior to the adoption of the Articles of Association of the ASSOCIATION, the right and power to execute and deliver easements and rights of way for public utility purposes, if necessary, from time to time for such items as electricity, telephone, gas, water, sewer, cable television and any other public utility, which easements may, by necessity, traverse, along, across, under, above, and through any portion of the COMMON AREA involved herein and any additional property added to this DECLARATION pursuant to section 703.26 of the Wisconsin Statutes. The DECLARANT hereby reserves for the ASSOCIATION, effective upon the recording of the Articles of Association of the ASSOCIATION acting by and in the discretion of its Board of Directors, the right and power to execute and deliver easements and rights of way for public utility purposes, if necessary, from time to time for such items as electricity, telephone, gas, water, sewer, cable television, and any other public utility, which easements may, by necessity, traverse, along, across, under, above or through any portion of the COMMON AREAS involved herein and any additional property added to this DECLARATION pursuant to section 703.26 of the Wisconsin Statutes, that the Board of Directors may deem fit and proper for the

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improvement and benefit of the property.

### Section 3 RECIPROCAL EASEMENTS

DECLARANT reserves for himself, his heirs, assigns, successors and representatives and for UNIT OWNERS of additional condominium UNITS to be constructed on lands added to this DECLARATION pursuant to section 703.26 of the Wisconsin Statutes, the right of ingress and egress in, to, upon, through and over COMMON AREAS, particularly all private roads as may be laid out and constructed, contained in CEDAR RIDGE CONDOMINIUM, and each of the UNIT OWNERS and OWNERS of additional UNITS to be added to this DECLARATION pursuant to section 703.26 of the Wisconsin Statutes, shall have a reciprocal easement for ingress and egress in, to, upon, through, and over, all lands added to this DECLARATION pursuant to section 703.26 of the Wisconsin Statutes as COMMON AREAS, contained in CEDAR RIDGE CONDOMINIUM, particularly all private roads as may be laid out and constructed therein.

### ARTICLE III DESCRIPTION AND IDENTIFICATION OF UNITS

#### Section 1. CODE IDENTIFICATION

Each UNIT shall be specifically designated by its UNIT number as set forth in Exhibits "A", "B", and "C", being a copy of the CEDAR RIDGE CONDOMINIUM plat, and is hereby incorporated and made a part of this DECLARATION. Every deed, number and every such description shall be deemed good and sufficient for all purposes, as provided in the Condominium Ownership Act.

#### Section 2, DESCRIPTION OF BUILDINGS

The building to be located on the real estate described in this DECLARATION shall consist of one (1) building containing two (2) UNITS as shown on Exhibits "A", "B", and "C". Said building shall contain one (1) level with attached garage and no basement, and is constructed principally of wood and concrete. Additional construction details are set forth in the building plans and working drawings available for inspection at the office of the DECLARANT.

The DECLARANT reserves the right to change the style or design of any building prior or subsequent to construction regardless of the initial designation of such style or design on the exhibits or elsewhere in this DECLARATION, provided, however, that any such modification shall be aesthetically compatible with the other UNITS and buildings in the development, and that its quality shall be no less than substantially equal to that of the one it replaces.

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Section 3. UNIT BOUNDARIES

The Boundaries of each UNIT, including the garage area comprising a part thereof, are as follows:

- (a) The upper horizontal boundary shall be the interior undecorated ceiling of each UNIT.
- (b) The lower horizontal boundary shall be the plane of the floor of the UNIT and garage floor.
- (c) The vertical boundaries shall be the interior undecorated surfaces of the outside walls bounding a UNIT, extending through intersections with each other and with the upper and lower boundaries.
- (d) Each UNIT OWNER shall own the inner-finished surfaces of the walls (dry wall), floors, ceilings (dry wall) and all surfaces of components within the UNIT.
- (e) All windows, window frames and doors, including all glass and all windows and doors shall be considered a part of that UNIT.
- (f) If central air conditioning is installed in any UNIT, all such air conditioning equipment shall be a part of the UNIT.
- (g) The garage structure shall also be considered a part of the UNIT.

ARTICLE IV

COMMON AREAS AND LIMITED COMMON AREAS

Section 1. OWNERSHIP OF COMMON AREAS

Each UNIT OWNER shall be entitled to and own an undivided interest in the COMMON AREAS, and except as otherwise limited in this DECLARATION, shall have the right to use the COMMON AREAS for all purposes incident to the use and occupancy of such owner's UNIT as a place of residence and such other incidental uses as are permitted by this DECLARATION, which right shall be pertinent to and run with each UNIT. Each UNIT OWNER shall have the percentage of ownership in the COMMON AREAS which each unit bears to the total number of UNITS on the property subject to this DECLARATION. In the event this Condominium is expanded as provided in ARTICLE XIV of this DECLARATION, the COMMON AREA interest shall be adjusted accordingly.

The percentage of ownership of each UNIT in the COMMON AREAS shall be subject to such easements as DECLARANT or ASSOCIATION has granted or may hereafter grant.

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Section 2. DESCRIPTION OF COMMON AREAS

The COMMON AREAS shall consist of:

(a) The land hereby subject to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes as set forth in Exhibit "A" except as may be hereinafter specified as LIMITED COMMON AREAS.

(b) All other parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use and not herein designated as LIMITED COMMON AREAS.

(c) The foundations, columns, girders, beams, supports, exterior of the building, main walls and roof of the building and the material located within or used in connection with its makeup.

(d) Installations for providing central services such as power, light, gas heating and cold water.

Section 3. DESCRIPTION OF LIMITED COMMON AREAS.

The LIMITED COMMON AREAS shall consist of:

(a) Yard area for each unit as shown on Exhibit "B", attached hereto.

(b) The concrete/asphalt driveway area for each UNIT.

Section 4. NOT PARTITION OF COMMON AREAS.

There shall be no partition of COMMON AREAS through judicial proceedings or otherwise until this DECLARATION is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided however, that if any UNIT shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said UNIT ownership between such co-owners.

Section 5. UTILITIES.

Each UNIT OWNER shall pay for each UNIT's own utilities which are separately metered and/or billed to the UNIT OWNER by the utility company servicing the UNIT.

Section 6. ENCROACHMENTS.

If any portion of the COMMON AREAS shall encroach upon any UNIT or LIMITED COMMON AREAS, or if any UNIT shall encroach upon and other UNIT or upon any portion of the COMMON or LIMITED AREAS as a result of the location or construction of the building, or as

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a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist as long as the building stands. In the event the building or any adjoining UNIT or any adjoining COMMON or LIMITED COMMON AREA shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the COMMON AREA upon any UNIT, or LIMITED COMMON AREA, or of any UNIT upon any other UNIT, or upon any part of the COMMON or LIMITED COMMON AREAS, shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist so long as the building stands.

ARTICLE V  
CONVEYANCE OF UNIT

Section 1. INTERESTS INCLUDED IN CONVEYANCE

No UNIT OWNER may sell, convey or transfer any legal or equitable interest in his UNIT without including the percentage of ownership interest in the COMMON AREAS and in all assets and liabilities of the ASSOCIATION appurtenant to the UNIT, and any deed, MORTGAGE or other instrument purporting to affect one or more of such interest, without including them all, shall be deemed to include all such rights, title, interest and obligations of the UNIT OWNER.

ARTICLE VI  
OTHER PROPERTY RIGHTS AND OBLIGATION OF OWNERS

Section 1. OWNER'S RIGHT OF ENJOYMENT

Every OWNER shall have a right and easement of enjoyment in and to the COMMON AREAS which shall be appurtenant to and shall pass with the title to each UNIT.

Section 2. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT

Each OWNER shall have the right to ingress and egress over, upon and across the COMMON AREA necessary to access to his UNIT and shall have the right to lateral support for his UNIT, and such rights shall be appurtenant to and pass with the title to each UNIT.

Section 3. RULES AND REGULATIONS ON USE OF UNITS

(a) The UNITS shall be occupied and used for private residential dwelling purposes. No trade or business of any kind may be carried on anywhere within the said units. the Declarant may lease a Unit on such terms and conditions as he desires in this sole discretion, but after a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for terms of not

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less than one (1) month nor more than twelve (12) months. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number. Further, each Lease must be in writing, contain a clause requiring the tenants to abide by the Declaration, By-Laws and Condominium Ownership Act; and shall contain a clause granting to the Board of Directors of the Association the power and authority to terminate said Lease upon a twenty-eight (28) day prior written notice and to remove the Lessee for any violation by the Lessee of this Declaration, By-Laws of the Condominium Ownership Act. If an Owner of a Unit intends to leave such Unit for a period of more than one (1) month, such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached.

(b) Any occupant occupying a Unit with or without the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an Owner.

(c) Except as hereinafter provided, no Unit may be subdivided.

(d) NUISANCES. No Unit Owner or occupant shall permit his or her unit of the common areas or limited common areas to be used in any manner which would be disturbing or a nuisance to any other unit owners or in such way as to be injurious to the reputation of the Condominium. No Unit Owner or occupant shall permit any use of a Unit or make any use of the Common areas or Limited Common Areas that may increase the cost of insurance upon Condominium property.

(e) NOISE. Residents shall exercise extreme care in making noises or using televisions set, radios, stereos, pianos, organs, etc. so as not to disturb other residents.

(f) PARKING. Each Owner shall park his/her car in his/her garage or Limited common Area Driveway. there shall be no storing of boats, recreational vehicles or trailers, junked or inoperable or unregistered vehicles, or other similar objects, on any of the Common Areas or Limited Common Areas.

(g) SIGNS. No Unit Owner or occupant shall erect a sign for any purpose whatsoever upon any Condominium property or his Unit including flags or other types of devices to promote open houses or inspections for the sale of Units. These restrictions concerning the erection of signs and other types of advertising material shall not be applicable to the Declarant or to its real estate agents employed for the purpose of selling newly constructed Units.

(h) ANIMALS. No animals or pets of any kind shall be kept or housed outside of the unit boundaries. Any animal or pet which becomes a nuisance or habitually or consistently creates a disturbance shall not be permitted to occupy any unit or area in

the condominium.

Section 4. STRUCTURAL CHANGES AND OTHER ALTERNATIONS

No Unit Owner may make any structural changes or alterations within a Unit or remove any support bearing interior partitions.

Section 5. ADDITIONAL RULES AND REGULATIONS AND PENALTY

The Board of Directors may amend or repeal the rules and regulations contained in this Article and may adopt additional rules concerning the use, maintenance and operation of this Condominium. rules and regulations may also be adopted, amended or repealed by sixty-seven percent (67%) or more of the votes of the Association. Rules and regulations which are amended, adopted or repealed by the Unit Owner, may not thereafter be amended, readopted, or repealed by the Board of Directors. The Board of Directors shall have the authority to make assessments for violations of the rules and regulations contained in this article and as amended or adopted.

Section 6. USE OF COMMON AREAS AND LIMITED COMMON AREAS

No trade or business may be carried on in the Common Areas. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored on any part of the Common Areas without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed or removed from the Common Areas except upon the prior written consent of the Association. In order to provide a healthy environment and eliminate odors and vermin, all garbage shall be placed in plastic bags. No garbage or rubbish containers shall be placed or kept in any Common Areas or Limited Common Areas, other than those areas designated by the Association therefor.

An Owner of a unit shall in no case paint, decorate or alter the appearance of the Common Areas or exterior of the building without the consent of the Board of Directors of the Association. No Owner of a unit, except the Declarant, for promotional purposes related to the Condominium or to the sale or rental of the Units owned by Declarant, may erect, post or display posters, signs, or advertising materials on or in the Common Area; provided, however, that any Owner of a Unit may erect or post a temporary sign of customary and reasonable dimension relating to an open house of a Unit for sale. No Unit Owner may erect an antenna or aerial on or in any Common Area without prior written consent of the Board of Directors of the Association. The foregoing restrictions apply in full to limited Common Areas.

Section 7. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES

Nothing shall be done or kept in any Unit or in the Common

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Areas or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or there validly imposed requirements of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association of other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas as may become an annoyance or nuisance (including the use of hifi's, stereos, musical instruments, television or radios at such time or in such volume of sound as to be objectionable) to any Owner or to any other person at any time lawfully occupying the Unit. This Section applies in full force to Limited Common Areas.

#### Section 8. DELEGATION OF USE.

Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the Common Areas to the members of his family, to the tenants of his Unit or contract purchasers of his Unit and only to said individuals.

#### Section 9. CONSTRUCTION.

In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or his contractors, agents, servants and/or employees, said unit Owner shall be responsible for maintaining and keeping all Common Areas, including but not limited to, hallways, public walks and drives, free and clear of all debris, dust and construction materials, and promptly cause the removal of the same.

#### Section 10. SEPARATE REAL ESTATE TAXES.

It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Areas as provided in the Wisconsin Condominium Ownership Act, Section 703.21 of the Wisconsin Statutes. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxes on the property as a whole, then each Unit Owner shall pay his proportionate share thereof for the allocation in respect to Common Areas in accordance with his respective percentage of ownership interest in the Common Areas. In the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes, the Association may establish an escrow account and require each Unit owner to pay into such account a sum equal to one-twelfth

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(1/12th) of his share of the estimated real estate taxes each month.

Section 11. MAINTENANCE, REPAIRS AND REPLACEMENT OF UNITS

(a) All maintenance, repairs, and replacements to any Common Areas, and Limited Common Areas, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owners), shall be made by the Board of Directors and charged to the Unit Owners as a common expense. In addition, the Association is subject to the rights of the Owners as set forth in this Declaration and shall have the following responsibilities with respect to the Common Areas and Limited Common Areas.

(i) Planting, pruning and caring for trees, shrubs, bushes and the like;

(ii) Planting, fertilizing, cutting and general upkeep of lawns;

(iii) Maintenance and repairs as well as replacement and mud jacking where necessary, of driveways, sidewalks and patios;

(iv) Raking and removal of debris left by storm and similar causes;

(v) Snow removal on the driveway and sidewalks.

However, the Board of Directors of the Association shall have the authority to delegate responsibility for maintenance to the individual Unit Owners.

(b) The Owner of each Unit shall furnish, at this own expense, and be responsible for all maintenance, repairs and replacement of interior surfaces of each Unit, together with utility lines, mechanical equipment and fixtures which serve only the respective Owner's Unit, electrical fixtures and equipment which are located within the respective Owner's Unit, and glass surfaces, screens, doors, windows, door and window hardware appurtenant to the respective Owner's Unit. The expense of such maintenance, repairs and replacements shall be borne solely by the respective Unit Owner.

(c) No unit Owner, except as otherwise provided herein, or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement of hereditament.

(d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of an

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Owner, his family, guests or invitees, the costs of such maintenance, repairs or replacements shall be added to and become a part of the assessment to which such Owner's Unit is subject.

Section 12. COMMON SURPLUSES.

All Common Surpluses shall be credited to unit Owners' assessments for common expenses in proportion to their obligation for Basic Assessments. The Association may from time to time provide for other common uses for such surpluses.

Section 13. SEPARATE MORTGAGES OF UNITS.

Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Areas. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective ownership interest in the Common Areas.

ARTICLE VII  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP.

Each Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance to that Unit. No person or entity other than an Owner of a Unit of the Declarant, may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit, provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a Mortgage on a Unit.

Section 2. DECLARANT CONTROL.

Except as provided herein, the Declarant or person or persons authorized by it may appoint and remove the officers of the Association and Exercise powers and responsibilities of the Association, provided, however, that such control shall cease then (10) years from the date the first Condominium Unit is conveyed by the Declarant to any person or persons other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the interest of Common Areas to purchasers, whichever time occurs first, and provided that if this provision is not contrary to law, and the Declarant expands this Condominium by adding more units pursuant to section 703.26 of the Wisconsin Statutes and the

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addition of new units returns the Declarant to a position of owning twenty-five percent (25%) or more of the total number of units, the Declarant or person or persons authorized by it may appoint and remove the officers of the Association and exercise powers and responsibilities of the Association, provided that such control shall cease as set forth above.

Section 3. VOTING.

All Owners shall be entitled to one (1) vote for each Unit owned except that the Declarant shall be entitled to three (3) votes for each unit owned or which is proposed to be built under the terms of this Declaration or any expansion of this condominium pursuant to Article XIV of this Declaration. The Declarant's entitlement to three (3) votes for each Unit owned or to be built shall be reduced to one (1) vote per Unit owned or to be built thirty (30) days after the conveyance of seventy-five percent (75%) of the interest of the Common Areas to purchasers or ten (10) years from the date the first condominium Unit is conveyed by the Declarant to any person or persons other than the Declarant, whichever time occurs first. When more than one (1) person owns a Unit, all such persons shall be Members. The single vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Unit. There can be no split vote. Prior to the time or any meeting at which a vote is to be taken, the name of the co-owner entitled to vote shall be resisted with the Secretary of the Association in order to be entitled to a vote unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. No Unit Owner who shall be either in default by reason of nonpayment of assessments for a period of ten (10) days from the due date thereof, or by reason of nonpayment of any other charge eligible to be filed as a lien hereunder shall be eligible to vote or to be elected or appointed to the Board of Directors unless and until such default is corrected.

Section 4. AMPLIFICATION.

The provisions of this Article are to be amplified by the Articles of Association and the By-Laws of the Association, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VIII  
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. PURPOSE.

The affairs of the Cedar Ridge Condominium Homeowners Association shall be administered to, governed by and operated by the Association. the Powers and duties of the Association shall

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include, but are not limited to, those powers and duties as set forth in the Articles of Association, By-Laws, the Condominium Ownership Act, this Declaration, and the Laws of the State of Wisconsin.

Section 2. IMPLIED RIGHTS.

The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 3. PERSONAL LIABILITY.

No Director or Officer of the Association shall be personally liable to any Unit Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful, intentional misconduct.

ARTICLE IX  
COVENANTS FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENTS.

Declarant for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it is so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay the Association for the purpose provided in this Declaration, for the annual assessments, for special assessments, for capital improvements, and for any other matters as provided in this Declaration except that the Declarant shall not have any obligation to pay any assessment for any un conveyed Unit unless that Unit is occupied as a residence.

Section 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively to fulfill the obligations set forth in Section 1 of this Article.

Section 3. ANNUAL ASSESSMENTS.

The Board of Directors of the Association shall, from time to time, and at least annually, prepare a budget for the property and fix the annual assessment.

Section 4. SPECIAL ASSESSMENTS.

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of: (a) offsetting shortages resulting from non-collection of the annual assessment or under estimation and (b) unusual or unpredicted costs such as cost of collecting annual assessment or enforcement of the provisions of the Declaration. Special assessments may also be imposed by the Board of Directors for the purpose of balancing operational deficits existing in the annual budgets.

Section 5. SPECIAL ASSESSMENTS AGAINST A PARTICULAR UNIT.

Special assessments may be made by the Board of Directors against a particular Unit Owner and his Unit for:

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

(b) Interest due on General and Special Assessments.

Section 6. NOTICE OF MEETINGS.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article shall be sent to all affected Members and any Mortgagees who shall request such notice in writing not less than then (10) days or more than sixty (60) days in advance of the meeting.

Section 7. RATE OF ASSESSMENT.

Each Unit shall be assessed the percentage of the title assessment as is set out in Article IV, Section 1, provided, however, the Association can assess an individual Unit for sums due solely from that Unit as provided in Section 5 of this Article.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.

The annual assessments provided for herein shall be payable in monthly installments and shall commence as to all Units as of 1st day of the 1st month after date of purchase, based on the budget adopted by the Board of Directors for each fiscal year commencing January 1st. As to Units conveyed after the commencement of the fiscal year, the assessments shall commence as to those Units on the first day of the month following the conveyance by the Declarant. The assessment shall be prorated according to the number of months then remaining in that fiscal year.

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Section 9. LIEN FOR ASSESSMENT.

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

- (a) Liens of general and special taxes, and
- (b) A lien for all sums unpaid on a first Mortgage or an any Mortgage to the Declarant, duly recorded in the Office of the Register of Deeds for Calumet County, Wisconsin, prior to the making of such assessment, including all unpaid obligatory advances to be pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and
- (c) All sums unpaid on any Mortgage loan made pursuant to Section 45.80, Wisconsin Statutes.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the unit. Such a notice shall be signed by the Association and may be recorded in the office of the Clerk of Circuit Court or Register of Deeds of Calumet County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which Mortgages on real estate may be foreclosed in Wisconsin. In any such foreclosures, the owner shall be required to pay the costs and expenses of filing the Notice of Lien, of all proceedings and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

A release of Notice of Lien shall be executed by the Association in such form as to be recordable in the office of the Clerk of Court or Register of Deeds for Calumet County, Wisconsin, real estate records, upon payment of all sums secured by a lien

I CERTIFY THAT THIS DOCUMENT WAS MICROFILMED ACCORDING TO WI STATUTE 16.61(7).

*Donna Schommel*  
Calumet County Register of Deeds

which has been made the subject of a recorded Notice of Lien.

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

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

**Section 10. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.**

Any assessment not paid within the (10) days after the due date shall bear interest at the option of the Association, from the due date at the highest interest rate allowed by law. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that each assessments is not paid.) All payments on account shall be first applied to the interest, if any, and then to the assessment payment first due. The Association may bring any action at law against the owner personally obligated to pay the same, or foreclose the Lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable, without foreclosing or waiving the lien securing the same. The Unit owner shall have no right to vote at any meeting of the Association during all of the time that an assessment against a Unit Owner's Unit has been levied and remains unpaid for more than ten (10) days from the due date, or a recorded Statement of Condominium Lien on a Unit remains unsatisfied.

**Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES.**

The lien of the Assessments provided for herein, shall be subordinate to the liens described in Section 9 (a), (b) and (c) above. Sale or transfer of any unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to such Mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquired, his successors and assigns. No sale or transfer shall relieve such

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Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE X  
ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY.

No exterior additions or alterations to the building, additional fences, or changes in existing fences, hedges, walls, walkways or other structures shall be commenced, erected or maintained except as are installed or approved by the Declarant in connection with the initial preparation of the building for construction, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the building by an Architectural Control Committee composed of the Board of Directors of the Association, or by a representative or representatives designed Representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additional alterations or changes has been commenced within sixty (60) day of application, such approval shall be deemed to have been given. If no Application has been made to the Architectural Control Committee or its representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the Members of the Architectural Control Committee nor its designed representative shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Control Committee. During any period of Declarant Control, the Architectural Control committee must have the written approval of the Declarant.

ARTICLE XI  
COMMON USE

Section 1. THE COMMON AREAS.

The Association, subject to the rights of the Owners set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. SERVICES.

The Association may 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 Areas, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. Provided that any agreement for services of the Declarant, sponsor, or builder may not exceed three (3) years and must provide for termination by either party without cause and without payment of any termination fee on ninety (90) days written notice. The Association may obtain and pay for legal and accounting service necessary or desirable in connection with operation of the Common Areas or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, snow removal and other common services to each Unit.

### Section 3. PERSONAL PROPERTY FOR COMMON USE.

The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

## ARTICLE XIII INSURANCE

### Section 1. OBLIGATION OF ASSOCIATION.

The Association, for the benefit of all Unit Owners, shall insure the Units against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Units, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Units shall be deemed common expenses, provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than others. Such insurance coverage shall be written in the name of, losses under which shall be adjusted by, and the proceeds of such insurance shall be payable to the Association as Trustee for the Unit Owner or Unit Owners. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of

any loss in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the Mortgagee or Owner of any Unit so destroyed.

#### Section 2. INSURANCE PROCEEDS.

The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Areas and Unit or Units. The rights of the Mortgagee of any Unit under any standard Mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard Mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

#### Section 3. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total destruction of one or more Units, they shall be rebuilt or repaired as soon as practicable and substantially the same design, plan and specifications as originally built, unless within ninety (90) days after such partial or total destruction, all of the Owners of Units subject to this Declaration agree not to repair or rebuild. On reconstruction, the design, plan and specification of the building or any 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%) of the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage of the destruction.

#### Section 4. PARTITION.

The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual cost of repair or reconstruction, provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon

obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their interest in the Common Areas, and shall be distributed in accordance with the priority interest in each Unit.

Section 5: OTHER INSURANCE.

The Association shall maintain, as a common expense, the following insurance coverages:

(a) Public liability insurance covering the Association, the Board and Members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of our resulting in whole or in part from the condition, use or operation of any Common Areas or from any activity of the Association.

(b) Worker's Compensation insurance to the extent necessary to comply with applicable law.

(c) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board of Directors to carry out the Association's functions and to insure the Association against any loss from malfeasance or dishonesty.

(d) Any other insurance coverage or additional protection which the Board of Directors may deem necessary or advisable, including without limitation comprehensive liability insurance or fidelity bond coverage for persons handling Association funds.

Unit Owners may, at their option, proceed to obtain individual insurance policies providing coverage to them upon their individual contents as well as improvements rendered within their individual Units and the cost thereof shall be paid for by the individual unit Owner.

ARTICLE XIII  
EXCULPATION OF ASSOCIATION LIABILITY

In the event any Unit Owner shall suffer damages to their contents, improvements or betterment of their Unit, as a result of water damages caused by the bursting of any plumbing or heating pipes, no liability therefor shall be attached to the Association and the cost for such repairs shall accrue to such individual Unit Owner.

ARTICLE XIV  
EXPANSION OF CONDOMINIUM

Section 1. RESERVATION OF RIGHT TO EXPAND CONDOMINIUM

the Declarant hereby reserves the absolute and unqualified right for himself, his successors or assigns, and on behalf of each Unit Owner, to amend this Declaration pursuant to Section 703.26 of the Wisconsin Statutes, to add additional land, buildings and Units to be a part of this Condominium until there is a total of not more than twenty (20) units. Said right is reserved for a period not exceeding ten (10) years from the date of recording of this Declaration. Any addition, expansion or enlargement of this Condominium is at the discretion of the Declarant, and the Declarant has no obligation to expand this Condominium and the Owners of the Units established by this Declaration have an are given no rights in this respect. The Declarant remains at liberty to expand the Condominium to a portion only and not all of the additional property and Units, as described in this Article.

Section 2. DESCRIPTION OF PROPERTY.

The additional land which may be added to the CEDAR RIDGE CONDOMINIUM is described on Exhibit "D", which is hereby submitted to the Condominium Ownership Act by virtue of the Declaration.

Section 3. PERCENTAGE OF OWNERSHIP AND VOTING

Each Unit's undivided interest in the Common Areas, the liabilities for common expenses and the rights to common surplus shall be computed as in Article IV, Section 1 of the Declaration. Each Unit shall continue to be accorded one (1) vote in the Association as stated in Article VII, Section 3.

ARTICLE XV  
GENERAL PROVISIONS

Section 1. ENFORCEMENT.

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

Section 2. SEVERABILITY.

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

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

Section 3. TERMINATION.

This Declaration may only be terminated by the unanimous consent of all of the Owners of all Units and all of the parties holding Mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any Mortgages, liens or other encumbrances. Such election to terminate this Declaration shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Office of the Calumet County Register of Deeds.

Section 4. AMENDMENTS.

Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Declarant alone at any time prior to the sale of a Unit and thereafter signed by not less than seventy-five percent (75%) of the Unit Owners and Mortgagees, provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or members.

No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any Mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of the Declarant without the consent of all such Mortgagees or the Declarant, as the case may be.

Any amendment must be recorded in the office of the Calumet County Register of Deeds.

This Section does not apply to expansion of the Condominium pursuant to Article XIV and Section 703.26 of the Wisconsin Statutes.

Section 5. REGISTERED AGENT FOR SERVICE OF PROCESS.

The initial registered agent for service of process shall be Wayne Miller, 703 Miller Court, Kiel, Wisconsin, 53042. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association upon proper filing of said name with the Register of Deeds for Calumet County, Wisconsin.

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Section 6. NUMBER AND GENDER.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 7. CAPTIONS.

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

In WITNESS WHEREOF, the Declarant, WAYNE MILLER and GLENN CHRISTEL, have caused this Declaration to be executed this 15th day of December, 1994.

Wayne Miller  
Wayne Miller

Glenn Christel  
Glenn Christel

STATE OF WISCONSIN )  
CALUMET COUNTY ) ss

Personally came before me this 15th day of December, 1994, the above named Wayne Miller and Glenn Christel, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Dean M. Dietrich  
Dean M. Dietrich  
Notary Public, State of Wisconsin.  
My commission is Permanent.

This document was drafted by:  
Attorney Dean M. Dietrich  
822 Niagara Avenue  
Sheboygan, WI 53081

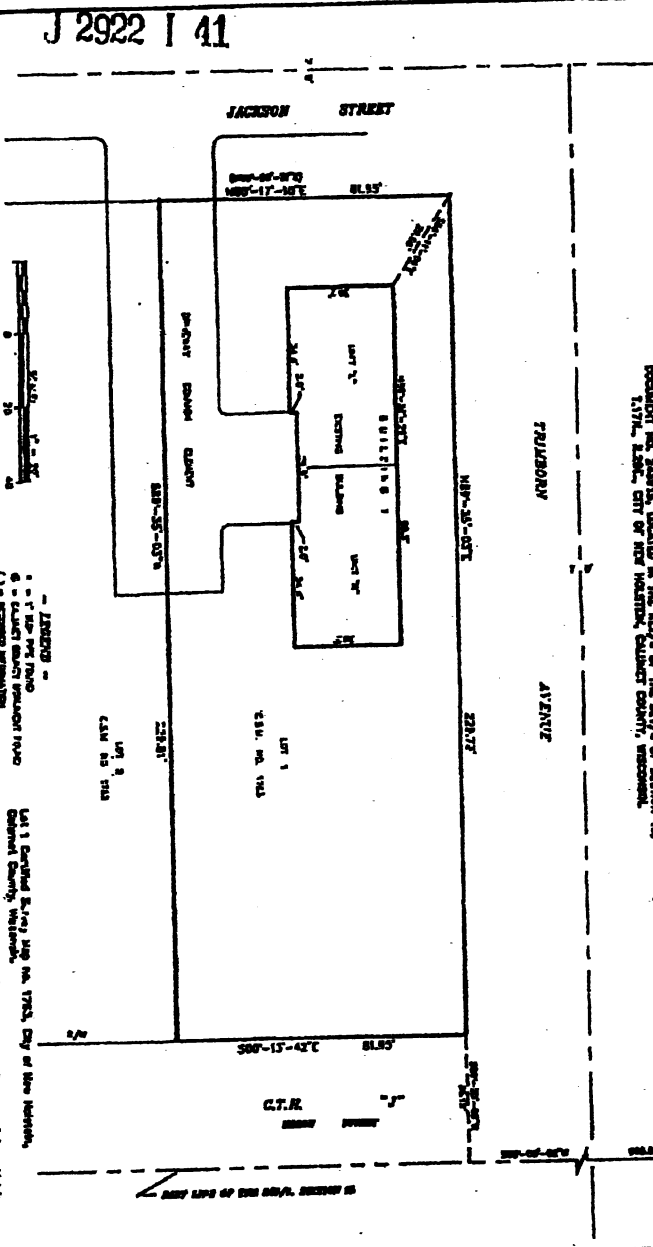
I CERTIFY THAT THIS DOCUMENT WAS RECORDED ACCORDING TO WI STATUTE 16.61(7).

Daniel Schwanke  
Calumet County Register of Deeds

EXHIBIT "A"

CEDAR RIDGE CONDOMINIUM

LOT 1 CERTIFIED PLANNING MAP NO. 1753, VOLUME 12, PAGE 237  
RECORDED NO. 24918, LOCATED IN THE E1/4 OF THE E1/4 OF SECTION 16,  
T17N, R28E, CITY OF NEW HAVEN, CONNECTICUT COUNTY, CONNECTICUT.



**AM**  
**ANDERSON**  
**ENGINEERING INC.**  
1000 WEST 10TH AVENUE  
DENVER, CO 80202  
TEL: 303-733-1100  
FAX: 303-733-1101

PREPARED FOR  
THE BOARD OF  
DIRECTORS  
OF THE CEDAR RIDGE  
CONDOMINIUM ASSOCIATION  
INC. IN 1993

Lot 1 Certified Planning Map No. 1753, City of New Haven,  
Connecticut County, Connecticut.  
According to the map, the boundaries and location of the  
lot are shown. The lot is located in the E1/4 of the E1/4 of  
Section 16, T17N, R28E, City of New Haven, Connecticut  
County, Connecticut. The lot is shown as a rectangular  
area with dimensions of 100'-0" x 100'-0". The lot is  
located in the E1/4 of the E1/4 of Section 16, T17N,  
R28E, City of New Haven, Connecticut County,  
Connecticut.

SHEET 1 OF 3

I CERTIFY THAT THIS DOCUMENT WAS MICROFILMED ACCORDING TO VT STATUTE 16.61(7).

*Daniel Schenck*  
Connecticut Registrar of Deeds



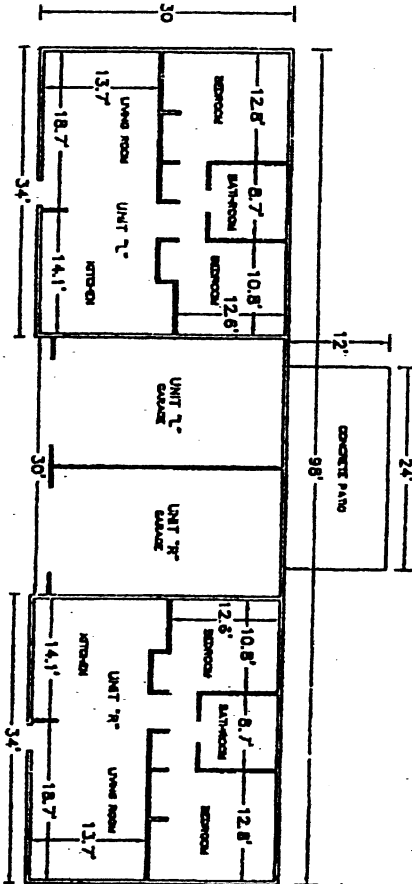
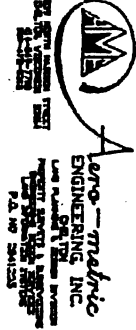
EXHIBIT "C"

CEDAR RIDGE CONDOMINIUM  
AN EXPANDABLE CONDOMINIUM  
- TYPICAL FLOOR PLAN -



THE FLOOR PLANS SHOWN WERE TAKEN FROM  
CONSTRUCTION PLANS PROVIDED. THE  
ACCURACY OF THE ROOM SIZES WAS NOT  
OBTAINED IN THE FIELD.

Date: 12/20/2014  
By: *Anthony P. Abbey*  
MICROFILMED AND INDEXED  
ANALYST: LINDA P. LEE



THIS MICROFILM CREATED BY STACY DEWITT

SHEET 3 OF 3

I CERTIFY THAT THIS DOCUMENT WAS MICROFILMED ACCORDING TO WI STATUTE 16.61(7).

*Dana Schommer*  
Calaveras County Register of Deeds

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EXHIBIT "D"

Lots 2 and 3 of Certified Survey Map No. 1763 recorded in the office of the Register of Deeds for Calumet County, Wisconsin on October 20, 1994 in Volume 12 of Survey Maps on Page 257, as Document No. 243915. Being a part of the NE¼ of the SE¼ of Section 15, T.17N., R.20E., City of New Holstein, Calumet County, Wisconsin. Tax Key No.: Part of 012-15-172041B.

I CERTIFY THAT THIS DOCUMENT WAS MICROFILMED ACCORDING TO WI STATUTE 16.61(7).

*Yvonne J. Thompson*  
Calumet County Register of Deeds

752609

AMENDMENT TO THE DECLARATION OF  
CONDOMINIUM OWNERSHIP AND COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
CEDAR RIDGE CONDOMINIUM

REGISTERS OFFICE  
CALUMET COUNTY WI

Received for Record 10  
day of NOV A.D. 1995  
955 pages A and B and C  
Index 3184 Image 47-51

*Dana Schommu*

Register  
P1812-  
Ref: Wayne Miller 708M.Her (t  
Kiel WI  
5-3-42

This Amendment to the Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for Cedar Ridge Condominium, recorded December 27, 1994, in the Office of the Register of Deeds for Calumet County, Wisconsin, in Jacket 2922, Image 17-44, as Document No. 245556, is made by the Declarant-Developer-Owner of Cedar Ridge Condominium pursuant to Article XIV, Sections 1, 2 and 3, of the Declaration of said condominium and Section 703.25 of the Wisconsin Statutes.

I. FIRST EXPANSION

1.1 Statement of Declaration.

The purpose of this amendment is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of Cedar Ridge Condominium in the manner provided by the Declaration.

Declarants hereby declare that they are the owners of the real property described in Section 1.2 hereof and shown as Phase II on the survey attached hereto as Exhibit A, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of Cedar Ridge Condominium as provided in the Declaration and shown on Exhibits A and C attached hereto, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions, and easements of the Declaration for Cedar Ridge Condominium. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarants, their successors, and assigns, and to all parties hereafter having any interest in the Property.

1.2 Legal Description.

The real estate described hereinafter and shown as Phase II on the survey attached hereto as Exhibit A, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to Cedar Ridge Condominium and subjected to the provisions of the Declaration. The building and units constructed or to be constructed are more fully described in the building and floor plans attached hereto as Exhibit C depicting the layout, location, perimeters and approximate dimensions of the

1995 11 17

building and units. The real estate subject to the provisions of the Declaration hereby is described as follows:

**Phase II Description:**

Lot 1 and Lot 2 of Certified Survey Map No. 1763, recorded in the Office of the Register of Deeds for Calumet County, Wisconsin on October 20, 1994 in Volume 12 of Survey Maps on Page 257, as Document No. 243915. Being a part of the NE¼ of the SE¼ of Section 15, T.17N., R.20E., City of New Holstein, Calumet County, Wisconsin. Part of Tax Key No. 012-15-172041B.

Subject to the Declaration and the reservation of easements set forth in Article II, Sections 2 and 3 of the Declaration.

**II. EFFECT OF AMENDMENT AND ANNEXATION.**

2.1 By this Amendment to the Declaration, two (2) main buildings which contain two (2) condominium units each is annexed and added to Cedar Ridge Condominium and subjected to the Declaration.

2.2 By reason of this Amendment and annexation of the four (4) additional residential units to Cedar Ridge Condominium:

2.2.1 As of the effective date hereof, there are or will be three (3) main buildings in Cedar Ridge Condominium containing a total of six (6) residential units (Article XIV, Section 1, of the Declaration).

2.2.2 As of the effective date hereof, the percentage of the undivided ownership interest in the common areas and facilities and limited common areas appurtenant to each unit and its owner shall be determined by dividing the number one (1) by the number six (6), (Article IV, Section 1, of the Declaration).

2.3 All the provisions, restrictions, covenants, terms, and conditions of the Declaration, any Amendments thereto, and the Articles and By-laws of Cedar Ridge Condominium Homeowners Association, and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to Cedar Ridge Condominium.

2.4 The effective date of the Amendment shall be the date it is recorded in the Office of the Register of Deeds for Calumet County, Wisconsin.

Dated at Kiel, Wisconsin, this 24 day of November, 1995.

Wayne A. Miller  
Wayne A. Miller, Declarant

Glenn Christel  
Glenn Christel, Declarant

AUTHENTICATION

Signatures of the above named, Wayne A. Miller and Glenn Christel, declarants, authenticated this 24 day of November, 1995.

Dean M. Dietrich  
Dean M. Dietrich  
TITLE: MEMBER STATE BAR OF WISCONSIN  
State Bar I.D. No. 01005314

This document was drafted by:

Attorney Dean M. Dietrich

DARROW & DIETRICH, S.C.  
P.O. Box 1001  
822 Niagara Avenue  
Sheboygan, WI 53082-1001  
(414) 458-8878

I CERTIFY THAT THIS DOCUMENT WAS MICROFILMED ACCORDING TO WI STATUTE 16.61(7). JAMI ALLEN, CALUMET COUNTY MICROFILM OPERATOR

## II. EFFECT OF AMENDMENT AND ANNEXATION.

2.1 By this Amendment to the Declaration, three (3) main buildings which contain two (2) condominium units each is annexed and added to Cedar Ridge Condominium and subjected to the Declaration.

2.2 By reason of this Amendment and annexation of the six (6) additional residential units to Cedar Ridge Condominium:


2.2.1 As of the effective date hereof, there are or will be six (6) main buildings in Cedar Ridge Condominium containing a total of twelve (12) residential units (Article XIV, Section 1, of the Declaration).

2.2.2 As of the effective date hereof, the percentage of the undivided ownership interest in the common areas and facilities and limited common areas appurtenant to each unit and its owner shall be determined by dividing the number one (1) by the number twelve (12), (Article IV, Section 1, of the Declaration).

2.3 All the provisions, restrictions, covenants, terms, and conditions of the Declaration, any Amendments thereto, and the Articles and By-laws of Cedar Ridge Condominium Homeowners Association, and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to Cedar Ridge Condominium.

2.4 The effective date of the Amendment shall be the date it is recorded in the Office of the Register of Deeds for Calumet County, Wisconsin.

Dated at Kiel, Wisconsin, this 12<sup>th</sup> day of September, 2000.

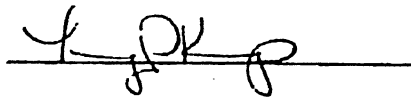
  
Wayne A. Miller, Declarant

  
Glenn Christel, Declarant

### ACKNOWLEDGMENT

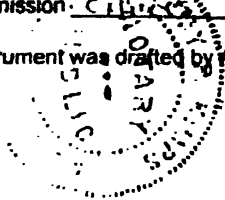
STATE OF WISCONSIN )  
 ) ss.  
Calumet COUNTY )

Personally came before me this 12<sup>th</sup> day of September, 2000, the above named Wayne A. Miller and Glenn Christel, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



Tammy R. Kamps (print of type name)  
Notary Public, State of Wisconsin  
My commission expires 12-24-00

This instrument was drafted by Attorney Dean M. Dietrich, State Bar #1005314.



J 5228 | 44

I CERTIFY THAT THIS DOCUMENT WAS MICROFILMED ACCORDING TO WI STATUTE 16.61(7). TAMI ALTEN, CALUMET COUNTY MICROFILM OPERATOR.

C

# EXHIBIT "A"

PREPARED FOR:  
WAYNE MILLER  
703 MILLER CT.  
KIEL, WI 53042

## CEDAR RIDGE CONDOMINIUM - PHASE III

- AN EXPANDABLE CONDOMINIUM -

LOT 3 OF CERTIFIED SURVEY MAP NO. 1763, VOLUME 12, PAGE 257,  
DOCUMENT NO. 243915, LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 15,  
T.17N., R.20E., CITY OF NEW HOLLISTER, CALUMET COUNTY, WISCONSIN.

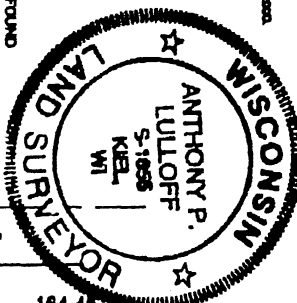
Lot 3 of Certified Survey Map No. 1763, City of New Hollister,  
Calumet County, Wisconsin.

I, Anthony P. Lulloff, Wisconsin Registered Land Surveyor of Any-where  
Engineering, Inc., certify that this Condominium Plan of Cedar Ridge Condominium  
Project is a true and correct representation of said Condominium, including the building  
and common areas, and the declaration of said condominium. No common  
area shall be determined from said plat.

Dated this 7th day of September, 2000.

*Anthony P. Lulloff*  
Anthony P. Lulloff  
Land Surveyor

- LEGEND -
- - 2" IRON PIPE FOUND
  - - 1" IRON PIPE FOUND
  - ⊗ - CALUMET COUNTY MONUMENT FOUND
  - ( ) - RECORDED INFORMATION

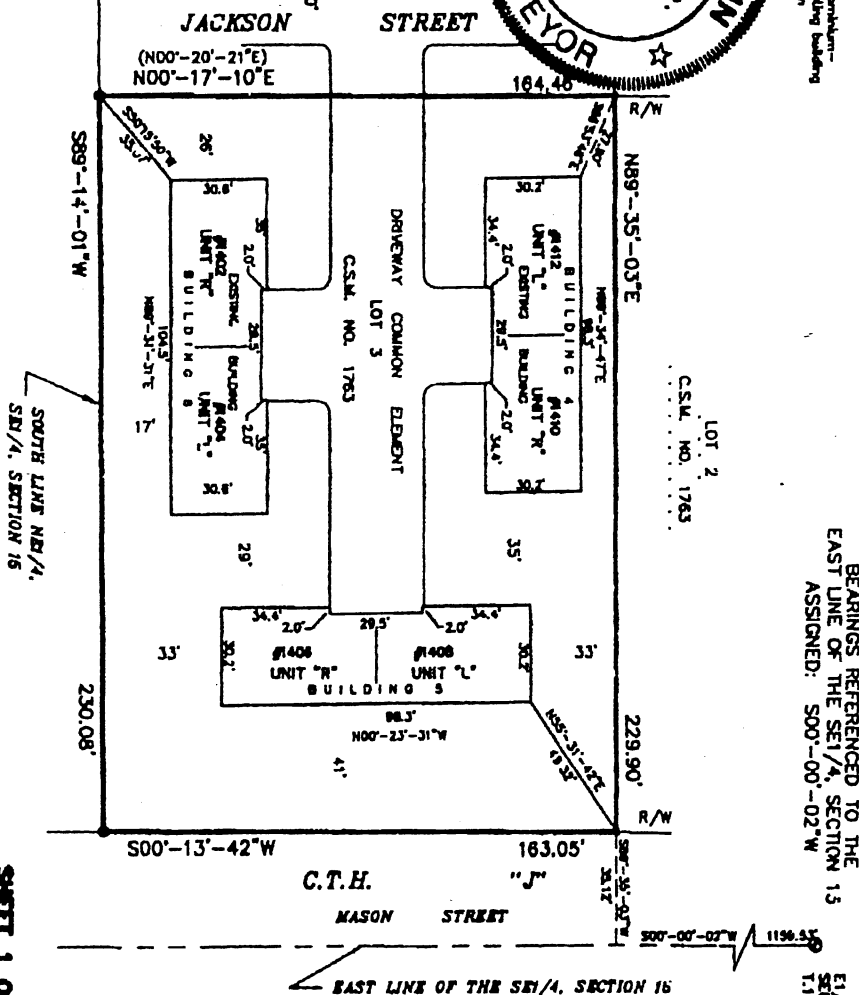


SCALE: 1" = 50'

0 50 100

THIS INSTRUMENT DRAFTED BY T. KASPER  
SEPTEMBER 6, 2000

**PRO-IMPACT**  
Aero-Metric, Incorporated  
Land Planning & Design Division  
444-477-7700 800-477-7700 FAX 444-477-7700  
200 NORTH MICHIGAN STREET OLA TPA, WISCONSIN 53061  
P.O. NO. 2000053, DRG FILE: CDMA3



BEARINGS REFERENCED TO THE  
EAST LINE OF THE SE1/4, SECTION 15  
ASSIGNED: S00°-00'-02" W

E1/4 CORNER  
SECTION 15  
T.17N., R.20E.

J 5228 1 45

EXHIBIT "C"

CEDAR RIDGE CONDOMINIUM  
AN EXPANDABLE CONDOMINIUM  
- TYPICAL FLOOR PLAN -

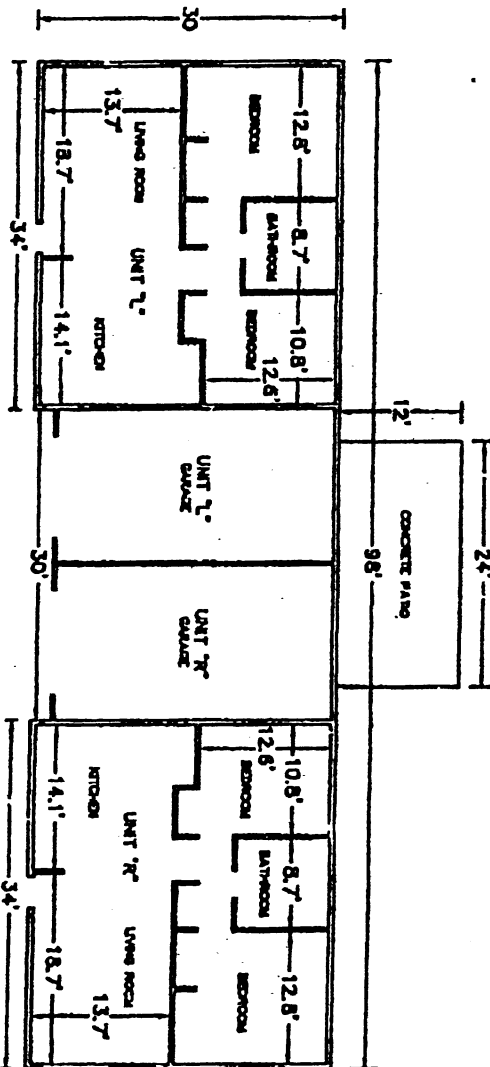


THE FLOOR PLANS SHOWN WERE TAKEN FROM  
CONSTRUCTION PLANS PROVIDED. THE  
ACCURACY OF THE ROOM SIZES WAS NOT  
DETERMINED IN THE FIELD.

Dated this 13th day of December, 1984

*David J. Allen*  
Professional Engineer

Professional Engineer License No. 10000  
State of Wisconsin



**AME**  
**Alano-metric**  
**ENGINEERING, INC.**  
1000 N. WISCONSIN STREET  
MILWAUKEE, WISCONSIN 53233  
P.O. BOX 294288

THIS INSTRUMENT DRAFTED BY STENO SCHEPPE