

FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
MAPLEDALE NORTH CONDOMINIUM

Document Number

Document Title

DOC#: 936987



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DOROTHY C. GOMERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
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EXHIBIT A

Recording Area

31-11

Name and Return Address

Annette Stockhausen
526 N. 9th Avenue
West Bend, WI 53090-2404

T11-0096-0101, T11-0096-0102, T11-0096-0201, T11-0096-0202,
T11-0096-0301, T11-0096-0302, T11-0096-0401, T11-0096-0402,
T11-0096-0501, T11-0096-0502, T11-0096-0601, T11-0096-0602.

Parcel Identification Number (PIN)

The land which is the subject of this Declaration is described as follows:

Part of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 11 North, Range 20 East, in the Town of Trenton, Washington County, Wisconsin, bounded and described as follows:

Commencing at the South 1/4 Corner of Section 5; thence North 0 degrees 17 minutes 46 seconds West 1330.67 feet, along the east line of the Southwest 1/4, to a point on the centerline of Wallace Lake Road; thence North 59 degrees 02 minutes 56 seconds West 325.00 feet, along said centerline, to the point of beginning, also being the westerly Right of Way of Eastwood Trail; thence South 30 degrees 57 minutes 04 seconds West 158.51 feet, along said Right of Way, to a point of curvature of a curve to the left with a radius of 696.60 feet, an arc of 372.03 feet, a chord of 367.63 feet which bears South 15 degrees 39 minutes 04 seconds West, a distance of 372.03 feet to a point on the northerly Right of Way of Beck Lane; thence North 89 degrees 38 minutes 56 seconds West 255.00 feet, along said northerly Right of Way, to a point; thence North 0 degrees 21 minutes 04 seconds East 462.86 feet to a point; thence North 59 degrees 02 minutes 56 seconds West 224.23 feet to a point; thence North 89 degrees 38 minutes 56 seconds West 330.00 feet to a point; thence South 0 degrees 21 minutes 04 seconds West 420.00 feet to a point; thence North 89 degrees 38 minutes 56 seconds West 88.16 feet to a point; thence North 0 degrees 30 minutes 25 seconds West 959.98 feet to a point on the centerline of Wallace Lake Road; thence South 59 degrees 02 minutes 56 seconds East 1229.44 feet, along said centerline; to the point of beginning. Containing 11.03 acres of land more or less and the northeasterly 50.00 feet, along Wallace Lake Road to be used for public road by easement.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

DISCLOSURE MATERIALS

MAPLEDALE NORTH CONDOMINIUM

Town of Trenton, Washington County, Wisconsin

The buildings containing the condominium living units are as shown on the attached Exhibit B and Exhibit C. Each is assigned as follows:

<u>PARCEL ID. #</u>	<u>BUILDING & UNIT #</u>	<u>WEST BEND P.O. ADDRESS</u>	<u>WELL #</u>
T.11-0096-0101	Building 1-Unit 1	1949 Wallace Lake Road	MO 419
T.11-0096-0102	Building 1-Unit 2	1947 Wallace Lake Road	MO 419
T.11-0096-0201	Building 2-Unit 1	1945 Wallace Lake Road	MO 418
T.11-0096-0202	Building 2-Unit 2	1943 Wallace Lake Road	MO 418
T.11-0096-0301	Building 3-Unit 1	1941 Wallace Lake Road	OR 054
T.11-0096-0302	Building 3-Unit 2	1939 Wallace Lake Road	OR 054
T.11-0096-0401	Building 4-Unit 1	6993 Eastwood Trail	OR 093
T.11-0096-0402	Building 4-Unit 2	6991 Eastwood Trail	OR 093
T.11-0096-0501	Building 5-Unit 1	6989 Eastwood Trail	OR 094
T.11-0096-0502	Building 5-Unit 2	6987 Eastwood Trail	OR 094
T.11-0096-0601	Building 6-Unit 1	6985 Eastwood Trail	OR 095
T.11-0096-0602	Building 6-Unit 2	6983 Eastwood Trail	OR 095

Declarant: DAVID M. STOCKHAUSEN, CURTIS M. STOCKHAUSEN,
ANNETTE M. STOCKHAUSEN and TERRY F. STOCKHAUSEN
526 N. 9th Avenue
West Bend, WI 53090-2404

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY, AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL, IN WRITING, THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX

- PART 1. DECLARATION. The declaration establishes and describes the condominium, the units and the common areas. The declaration has 17 pages, and was recorded in Washington County Registry, as Document No. 926224, on March 21, 2002. The land which is the subject of the Declaration is described on Exhibit A and on the FIRST ADDENDUM TO THE CONDOMINIUM PLAT OF MAPLEDALE NORTH CONDOMINIUM. This plat also shows the location of field areas, two concrete alleyway areas and six shared wells, dated May 24, 2002.
- PART 2. BYLAWS. The bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The bylaws begin on page 1.
- PART 3. ARTICLES OF INCORPORATION. The Association shall be incorporated, which Articles may be recorded at a later date.
- PART 4. MANAGEMENT OR EMPLOYMENT CONTRACTS. Although the Association has the power to enter into contracts with individuals or private firms, for the common interest of all unit owners, there are no such contracts at this time.
- PART 5. ANNUAL OPERATION BUDGET. The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage, land contract, real estate taxes and utility payments. The budget is on page 4.
- PART 6. LEASES. There are no leases of property or facilities which are not a part of the condominium.
- PART 7. EXPANSION PLANS. There are no plans to expand the condominium in the future.
- PART 8. MAP AND FLOOR PLAN. The declarant has provided a map of the condominium which shows the location of the unit you are considering and all facilities and common areas, which are part of the condominium, as shown on the attached Exhibit B. And a floor plan of the unit being offered for sale, as shown on the attached Exhibit C.

BYLAWS OF THE
MAPLEDALE NORTH CONDOMINIUM

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BY LAWS OF THE
MAPLEDALE NORTH CONDOMINIUM

ARTICLE I
GENERAL PROVISIONS

Section 1.01 - Authority. The By-Laws are adopted pursuant to the Act and the Declaration and are intended to govern the administration of the condominium. These By-Laws shall be considered, interpreted and applied so to be consistent with the Condominium Ownership Act and the Declaration.

Section 1.02 - Arbitration. In the event the Association members or the Directors are unable to reach agreement with regard to any Association action, the matter shall be submitted to arbitration in accordance with Chapter 788 of the Wisconsin Statutes.

Section 1.03 - Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year.

ARTICLE II
MEETINGS OF THE ASSOCIATION

Section 2.01 - Roster. 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.

Section 2.02 - Membership and Voting Rights. The record owners(s) of each unit, which may be the Declarant, shall automatically be members of the Association. There shall be one vote for each unit at all meetings of the Association. 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, vendor or lessee.

Section 2.03 - Regular or Special Meetings. No regular or special meetings of the Association may be held except on at least ten (10) days written notice delivered or mailed to each unit owner at the address shown on the roster or unless waivers are duly executed by unit owners.

Section 2.04 - Quorum. The presence of six (6) unit owners shall be necessary to constitute a quorum for the transaction of business at any meeting of unit owners.

Section 2.05 - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association, and exercise the powers and responsibilities otherwise assigned by the Act, the Declaration, the Articles of Incorporation or the By-Laws to the Association or to its

officers 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 one hundred percent (100%) of the common element interests to purchasers, whichever shall first occur.

ARTICLE III DIRECTORS

Section 3.01 - Number, Qualification and Term. The Association shall be governed by a Board of Directors consisting of three (3) members, who shall at all times be unit owners or occupants. Directors shall serve for a term of one (1) year but there shall not be limits on the number of terms a Director can serve.

Section 3.02 - Place of Meetings. Meetings of the Board shall be held at such intervals and as may be determined by the directors and within Washington County.

Section 3.03 - Quorum. The presence of all directors shall be necessary to constitute a quorum for the transaction of business at any meeting of directors.

Section 3.04 - Compensation. No director shall receive compensation for services rendered to the Association; however, a director may be reimbursed for actual expenses incurred in the performance of duties. The directors may agree in advance to reimburse a director for the reasonable value of personal non-director services provided to the condominium.

Section 3.05 - Automatic Termination. The term of a director shall automatically terminate upon the transfer of ownership of the unit from which the director was appointed. The new owner of the unit shall promptly appoint a new director to serve the unexpired term.

Section 3.06 - Contracted Services. Upon unanimous agreement of the directors, the Board may engage the services of a manager, a managing agent or contract for other services as deemed necessary.

ARTICLE IV OFFICERS

Section 4.01 - Number, Qualification and Term. The principal officers of the corporation shall be a President, one Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and the offices of President and Vice President. Officers shall at all times be unit owners or occupants and shall serve for a term of one (1) year but there shall not be limits on the number of terms an Officer can serve.

ARTICLE V
ASSESSMENT FOR COMMON EXPENSES

Section 5.01 - Annual Budget. Each year, at the annual meeting, the Association shall prepare and agree upon an annual budget for the Association. Each unit owner's assessment for the ensuing year, which may be made on a monthly basis, shall be based upon such budget. In addition to the normal operating expenses of the Association, the budget may provide for a reserve fund, working capital and other sums deemed reasonably necessary by the Association for the proper conduct of the affairs of the Association and for the protection of the common elements and units thereof. Failure or delay in the preparation of the annual budget shall not constitute a waiver of the unit owners' obligation to pay their proportionate share of the Association's financial obligations.

Section 5.02 - Special Assessments. In addition to regular assessments, the Association may levy special assessments for the purpose of defraying, in whole or part, the cost of special or unexpected expenses.

Section 5.03 - Liens: Collection and Enforcement. The provisions of the Act and the Declaration shall be controlling with respect to the establishment of the lien for unpaid assessments and with respect to the collection of assessments and the enforcement of liens.

ARTICLE VI
RULES AND REGULATIONS

Section 6.01 - Adoption. The Association may adopt administrative 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 their guests; and, to establish penalties for the infraction thereof. Such rules and regulations or any portion of such rules and regulations may be adopted, amended or rescinded by the Association.

ARTICLE VII
ASSIGNMENT OF COMMON AREAS

Section 7.01 - Assignment of Common Areas. The Association may assign particular portions of the common elements for storage purposes, for garden plots, for patio areas, or for other purposes for the exclusive use of the owners or lessees of any units. Such assigned area shall thereafter be designated as limited common elements.

ARTICLE VIII
AMENDMENT

Section 8.02 - Amendment. These By-Laws may be amended by unanimous written agreement of the Association members.

MANAGEMENT OR EMPLOYMENT CONTRACTS. No management or employment contract or contracts for maintenance have been entered into.

ANNUAL OPERATING BUDGET
MAPLEDALE NORTH CONDOMINIUM

Insurance	\$208.34 per month	\$2,500.00
Administration	\$125.00 per month	\$1,500.00
Reserve	\$10.00 per month	\$ 120.00
Lawn cutting of field areas only (each unit owner is responsible for 45 to 150 feet around their unit).		\$1,160.00
Snow plowing of two concrete alleyway areas (each unit owner is responsible for sidewalk adjacent to their unit and adjacent driveway from their overhead garage door to the shared concrete alleyway).		\$1,200.00
Well System: Each building of two units is served by a single well system. All maintenance and upkeep of the well shall be the joint responsibility of the owners of that building which the well serves. Each building has its own well pump and lateral pipe system, the maintenance and upkeep of which shall be the joint responsibility of the owners of the building served by such pump and laterals.		.00
Sanitary Systems: Each building of two units is served by a single septic field and pump chamber. All maintenance and upkeep of which shall be the joint responsibility of the owners of the building served by such pump and laterals.		.00
	TOTAL:	<u>\$6,480.00</u>
Yearly Unit Assessment		\$ 540.00
Total Assessment divided by 12 units		Per unit
Payable to MAPLEDALE NORTH CONDOMINIUM OWNER'S ASSN., INC.		\$45.00
Unit Assessment divided by 12 months.		Per month per unit

The projected monthly assessment for common expense will be \$45.00 per month. This projected budget assumes the above expenses and a condominium association comprising a total of 12 condominium units.

THE AMOUNTS SHOWN IN THIS BUDGET ARE ESTIMATED ONLY, AND CANNOT BE RELIED UPON AS AN ACCURATE REPRESENTATION OF FUTURE EXPENSES AND ASSESSMENTS OF THE ASSOCIATION.

THESE BY-LAWS shall inure to the benefit of and be binding upon the unit owners and their heirs, guardians, personal representative, grantees, lessees, successors and assigns.

IN WITNESS WHEREOF, David M. Stockhausen, Curtis M. Stockhausen, Annette M. Stockhausen, and Terry F. Stockhausen, hereto have set his or her hand and seal this ~~24th~~ day of May, 2002.

David M. Stockhausen (SEAL)
David M. Stockhausen

Curtis M. Stockhausen (SEAL)
Curtis M. Stockhausen

Annette M. Stockhausen (SEAL)
Annette M. Stockhausen

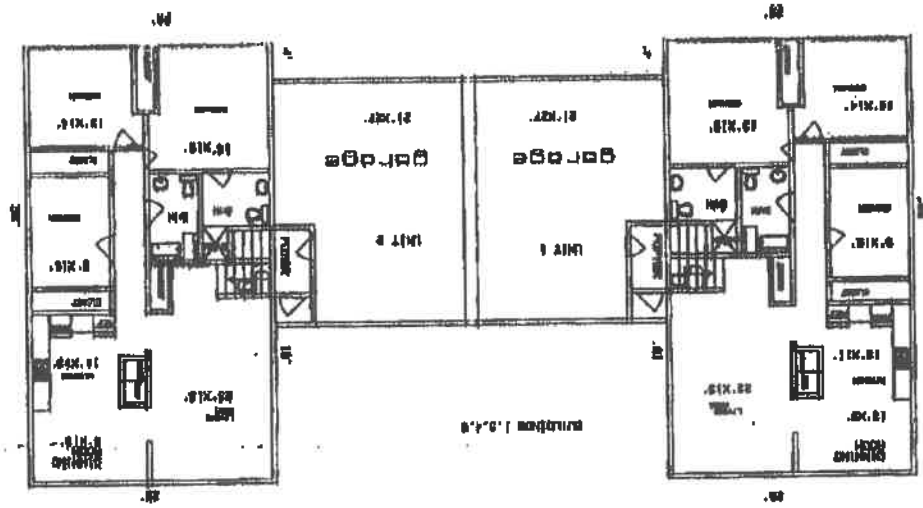
Terry F. Stockhausen (SEAL)
Terry F. Stockhausen

STATE OF WISCONSIN
SS
WASHINGTON COUNTY

Personally came before me this ~~24th~~ day of May, 2002, the above named David M. Stockhausen, Curtis M. Stockhausen, Annette M. Stockhausen, and Terry F. Stockhausen, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kathie Lopez
KATHIE LOPEZ
Notary Public, Washington County, WI
My commission expires 3/27/05

This instrument was drafted by:
Annette Stockhausen
West Bend, WI 53090



FIRST REFER TO THE CONDOMINIUM PLAN OF MAPLEDALE NORTH CONDOMINIUM PART OF THE RECORDS OF THE COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA, IN THE YEAR OF INCORPORATION OF SAID CONDOMINIUM, MADE SO EARLY IN THE YEAR OF INCORPORATION OF SAID CONDOMINIUM AS POSSIBLE.

PLANNING 93-304

I HEREBY CERTIFY THAT BY THE DIRECTION OF THE DECLARANT, I HAVE SURVEYED AND PLOTTED THE LAND SHOWN AND DESCRIBED HEREIN, AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE PLANS AND MAPS ON FILE WITH THE DISTRICT OF COLUMBIA, DISTRICT OF COLUMBIA, IN THE YEAR OF INCORPORATION OF SAID CONDOMINIUM AS POSSIBLE. THE DIMENSIONS SHOWN ON THIS PLAN ARE THE DIMENSIONS OF THE LAND AS SHOWN ON THE PLANS AND MAPS ON FILE WITH THE DISTRICT OF COLUMBIA, DISTRICT OF COLUMBIA, IN THE YEAR OF INCORPORATION OF SAID CONDOMINIUM AS POSSIBLE. DATED THIS 31st DAY OF 1993.



THESE ARE NO OBJECTIONS TO THIS PLAN WITH RESPECT TO THE 1.0-4.9 AREA.

This instrument was drafted by Anthony R. Howard, Esq.

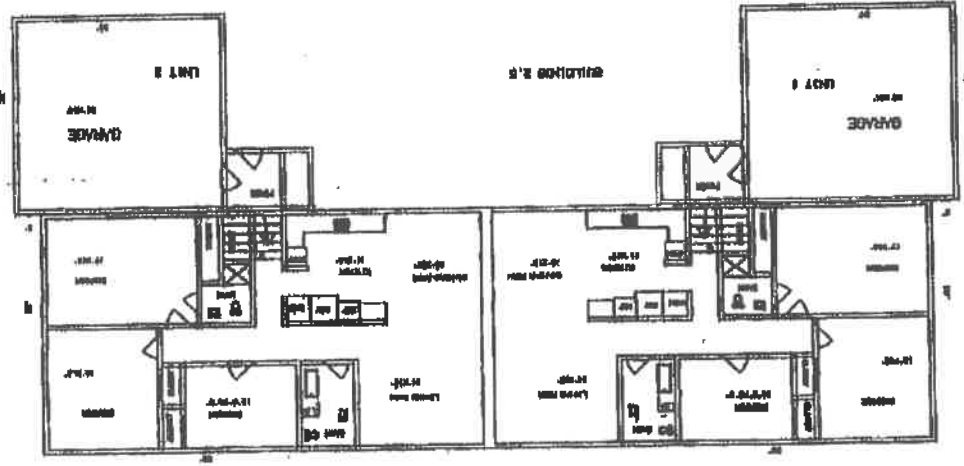


EXHIBIT C

DECLARATION OF CONDOMINIUM
MAPLEDALE NORTH CONDOMINIUM

DOC#: 926224



Document Number

Document Title

Recorded
MAR. 21, 2002 AT 02:30PM
DOROTHY C. BONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$43.00

Recording Area

Name and Return Address

Attorney Clarence O. Bahrend
1784 Barton Ave., Ste. 10
West Bend, WI 53090

1/5-18

T11-0096-101, T11-0096-102, T11-0096-201, T11-0096-202
T11-0096-301, T11-0096-302, T11-0096-401, T11-0096-402
T11-0096-501, T11-0096-502, T11-0096-601, T11-0096-602

Parcel Identification Number (PIN)

Handwritten initials/signature

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.312. WRDA 2/96

**DECLARATION OF CONDOMINIUM
MAPLEDALE NORTH CONDOMINIUM
WEST BEND, WISCONSIN**

Declaration made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by David M. Stockhausen, Curtis M. Stockhausen, Annette M. Stockhausen, and Terry F. Stockhausen, hereinafter referred to as "Declarant."

**ARTICLE 1
ESTABLISHMENT**

Section 1.1 - Intent: Declarant David M. Stockhausen, Curtis M. Stockhausen, Annette M. Stockhausen, and Terry F. Stockhausen as fee owner of the land described in Section 1.3 herein, by the execution and recording of the Declaration intend 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, Articles of Incorporation, and the By-Laws of the association of unit owners created under Article 12 of this Declaration (hereinafter the "Association").

Section 1.2 - Name and Address: The name by which this condominium shall be known is "Mapledale North Condominium" and its street address is 1939, 1941, 1943, 1945, 1947, and 1949 Wallace Lake Road and 6983, 6985, 6987, 6989, 6991, and 6993 Eastwood Trail, West Bend, Wisconsin.

Section 1.3 - Description of Land: The land which is the subject of this Declaration is described on Exhibit A attached hereto.

Section 1.4 - 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 "Mapledale North Condominium," consisting of one sheet, certified on September 11, 2001 by Anthony M. Branda, R.L.S. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

Section 1.5 - Condominium Plat Amendments: The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the sole purpose of recording the actual location of any unit or any building or other common element improvement, the planned location of which was shown on the original plat.

Section 1.6 - Planned Development Overlay: The condominium property is subject to a certain Agreement for Planned Development Overlay Agreement entered into by and between the Declarant and the Town of Trenton on June 5, 2001, as recorded on June 6, 2001, as Document No. 888795 of Records in the Washington County Registry.

**ARTICLE 2
CONDOMINIUM BUILDINGS**

Section 2.1 - Building Identification System: The buildings containing the condominium living units shall each be assigned a post office street address, a unit number, and a tax key number to be assigned by the Town of Trenton.

T11-0096-101	Building 1 - Unit 1	Address 1949 Wallace Lake Road
T11-0096-102	Building 1 - Unit 2	Address 1947 Wallace Lake Road
T11-0096-201	Building 2 - Unit 1	Address 1945 Wallace Lake Road
T11-0096-202	Building 2 - Unit 2	Address 1943 Wallace Lake Road
T11-0096-301	Building 3 - Unit 1	Address 1941 Wallace Lake Road
T11-0096-302	Building 3 - Unit 2	Address 1939 Wallace Lake Road
T11-0096-401	Building 4 - Unit 1	Address 6993 Eastwood Trail
T11-0096-402	Building 4 - Unit 2	Address 6991 Eastwood Trail
T11-0096-501	Building 5 - Unit 1	Address 6989 Eastwood Trail
T11-0096-502	Building 5 - Unit 2	Address 6987 Eastwood Trail
T11-0096-601	Building 6 - Unit 1	Address 6985 Eastwood Trail
T11-0096-602	Building 6 - Unit 2	Address 6983 Eastwood Trail

**ARTICLE 3
CONDOMINIUM UNITS**

Section 3.1 - Number of Units: The condominium will have a total of 6 buildings of 2 units each.

Section 3.2 - Unit Defined: A condominium unit consists of air at one or more levels of space intended for private residential use and occupancy, bounded by and including the exterior surface of the foundation, walls and roof. Each unit includes the exterior finish materials (siding, roofing, etc.). each unit includes its attached garage, the windows, window frames, entry door, door frames, stoops, porches, patios, decks and any roofing or overhang, and unit fixtures and, in the case of units having more than one level, the stairwells providing access between levels. The boundaries of each unit shall have the dimensions and are located as shown on the condominium plat and amendments filed pursuant to Section 1.4 of this Declaration.

Section 3.3 - Unit Fixtures: Improvements to a unit which are permanent in nature are unit fixtures. Typical unit fixtures include the following: interior non-load bearing walls, interior doors, window and door glass, cabinetry, electric wiring and lighting fixtures, wall to wall floor coverings, plumbing fixtures and pipes, heating and air-conditioning systems, water heater, exhaust fans and such other built-in or permanent improvements or appliances which may be within the unit.

Section 3.4 - Unit Identification System: Each unit has a unit identification number and street address as set forth in Section 2.1 of this Declaration.

Section 3.5 - Well Systems: Each building of two units is served by a single well system. All

maintenance and upkeep of the well shall be the joint responsibility of the owners of that building which the well serves. Each building has its own well pump and lateral pipe system, the maintenance and upkeep of which shall be the joint responsibility of the owners of the building served by such pump and laterals.

Section 3.6 - Sanitary Systems: Each building of two units is served by a single septic field and pump chamber. All maintenance and upkeep of such items shall be the joint responsibility of the unit owners served by such items. The balance of the sanitary system shall be the sole responsibility of the owner of the unit served by such system.

ARTICLE 4 COMMON ELEMENTS AND FACILITIES

Section 4.1 - Description: The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article 3 of this Declaration, and including, without limitation, the following:

- A. the land described in Section 1.3 of this Declaration except those land areas included in the unit as described in Section 3.2;
- B. the electric, telephone, communication, gas, water, sanitary sewer and other utility lines, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls and which are not owned and maintained by a public or private utility company;
- C. the private roadway and the lighting thereof; also the driveways and sidewalks;
- D. the lawn and landscape areas and improvements, including retaining walls;
- E. all other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners.

Some common elements may, depending upon their location and use, be classified as Limited Common Elements under Article 5 of this Declaration.

Section 4.2 - Percentage Interest: Each unit owner shall have an undivided 1/12th equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium.

Section 4.3 - 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 4.4 - 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 5 LIMITED COMMON ELEMENTS

Section 5.1 - Type I Limited Common Elements: Certain common elements which are contiguous to a unit are classified as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

- A. those common elements, if any, identified as limited common elements on the condominium plat;
- B. 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;
- C. the walkway and driveway from the common roadway to the garage door;
- D. an area of 100 feet around each unit. Where the space between units is less than 200 feet, such area shall be divided equally between such units.
- E. shrubbery and other landscaping improvements or plantings which are located within 10 feet of the unit;
- F. such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

Section 5.2 - Type II Limited Common Elements: Certain common elements which relate to the occupancy and use of more than one but less than all units shall be known as Type II limited common elements and shall be reserved for the exclusive use and benefit of the occupants of those units. They include, without limitation, the following:

- A. those common elements, if any, identified as Type II limited common elements on the condominium plat;
- B. shared wells and well pumps serving more than one unit;
- C. sanitary service areas described in Section 3.6 above.

Section 5.3 - Transfers: The use of limited common elements shall not be separated from the unit to which such use appertains and shall be deemed transferred with the unit when it is leased,

conveyed or encumbered, even though such interest is not expressly mentioned or described in the conveyance instrument.

ARTICLE 6 REPAIRS AND MAINTENANCE

Section 6.1 - Common Elements: The Association shall be responsible for the management, control, maintenance, repair and replacement of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be charged in accordance with Section 7.4 of this Declaration.

Section 6.2 - Individual Units: Each unit owner shall be responsible to maintain that unit, including the exterior finish material, in good order, condition and repair and in a clean, safe and sanitary condition. Exterior finish materials shall be governed by the Association. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures. The Association shall establish the maintenance schedule for exterior finish materials and shall establish a budget for such maintenance.

Section 6.3 - Limitations on Changes: No unit owner shall alter the floor plan or otherwise modify a unit without first obtaining, during the period of Declarant control as defined in Section 12.5 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..

Section 6.4 - Entry for Repairs: The Association shall have the right, at reasonable times and under reasonable condition, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE 7 ASSESSMENTS FOR COMMON EXPENSES

Section 7.1 - Purpose of Assessments: The assessments levied by the Association shall be used to promote the business interests, health, safety and welfare of the occupants of 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 7.2 - Common Expenses: Common Expenses are defined as follow:

- A. all sums lawfully assessed against the unit owners by the Association for the management, control, maintenance, repair and replacement of common elements;
- B. expenses declared common expenses by the Act, by this Declaration or the By-Laws;
- C. 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 7.3 - 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 4.2 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant, any charges for individual services, and septic maintenance charges may be accounted for separately and be charged to the unit owner responsible therefor as a special charge. Further, annual maintenance fees may vary from unit to unit based on the estimated life of the exterior finish materials and amount of routine maintenance required therefor.

Section 7.4 - Special Charges: Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for the maintenance, repair or replacement of limited common elements in accordance with Section 6.1 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefor as a special charge. Penalties assessed by the Board of Directors for infractions of Association rules and regulations shall also be a special charge.

Section 7.5 - 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 the assessment shall not constitute a waiver or release of such unit owner's obligation to pay that unit's 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 7.6 - 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 4.2 of this Declaration.

Section 7.7 - 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 which the same was levied.

Section 7.8 - 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 4.2 of this Declaration. The components of the assessments which are dependent upon actual use (additional snow plowing, septic maintenance, e.g.) May vary from unit to unit.

Section 7.9 - Covenant to Pay: In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 7.10 - Liability for Assessments Upon Conveyance:

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

Section 7.11 - Lien for Assessments: All assessments, regular or special, and special charges levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien upon such unit and upon the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The lien is effective against

the unit at the time the assessment becomes due regardless of when within the 2 year period it is filed. A statement of condominium lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien.

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

- A. liens of general and special taxes;
- B. liens of a first mortgage recorded prior to the making of the assessment;
- C. construction liens filed prior to the making of the assessment, and;
- D. all sums unpaid on any veteran secondary mortgage loan made under §45.80 of the Wisconsin Statutes.
- E. A lien under Sections 292.31(8)(i), 292.41(6)(d) or 292.82 of the Wisconsin Statutes.

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

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

Section 7.14 - Additional Remedies: Any assessment or installment thereof not paid within ten (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.

ARTICLE 8 COVENANTS ON USE AND OCCUPANCY

Section 8.1 - Use of Premises: All units in the condominium shall be used exclusively for single family residential purposes consistent with the size and facilities of the units.

Section 8.2 - Construction Activities: During the initial period of construction of the buildings and facilities of the condominium, the Declarant, their contractors and subcontractors and their respective agents and employees, shall be entitled to access said buildings and all common elements of the condominium as may be required in connection with such construction.

Section 8.3 - Prohibited Activities: 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.

Section 8.4 - 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, play equipment, lawn furniture, etc., may be kept within the rear area of each unit. The unit owner is responsible for damage to landscape in any limited common element caused by any outdoor equipment. Use of outdoor equipment may be further restricted by the rules and regulations.

Section 8.5 - Fences Regulated: No fence of any kind and no visual screen, barrier, hedge or other device or structure of any type may be erected within the condominium unless it has been approved by the Association as an integral part of the landscaping plan. The construction, maintenance and repair of a fence shall be the sole responsibility of the unit owner upon whose limited common area such fence is constructed.

Section 8.6 - Pets and Animals: No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except such household pets as may be kept in units in strict compliance with Association rules and regulations.

Section 8.7 - Motor Vehicles: The number of motor vehicles, including motorcycles, which may be kept on the condominium property may be limited by Association rules and regulations and all vehicles shall be kept and parked in strict compliance with such rules and regulations. Except for the vehicles of guests of unit occupants, and except as provided in Section 8.8 hereof, the parking of all other vehicles of any kind on the condominium property is prohibited. All motor vehicles must be licensed and operable.

Section 8.8 - Commercial and Recreational Vehicles: Except as permitted by Association rules and regulations, the parking, storage or operation of motor homes, campers, trucks over one-ton capacity, snowmobiles, all-terrain vehicles or other commercial or recreation type vehicles shall be restricted to limited common areas which are paved.

Section 8.9 - 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 Board of Directors, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.10 - Insurance and Safety Hazards: No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.11 - 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 8.12 - 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.

Section 8.13 - Hunting Prohibited: No part of the condominium shall be used for hunting or trapping, nor shall any firearms be discharged on the condominium.

Section 8.14 - Dumping Prohibited: All garbage and waste, including construction debris, yard waste, etc., shall be properly disposed of and no such material shall be dumped in any area of the condominium. The Association may establish a central compost bin, subject to Association rules and regulations.

ARTICLE 9 REMEDIES FOR BREACH OF COVENANTS RESTRICTIONS AND REGULATIONS

Section 9.1 - 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 9.2 - 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 9.3 - Legal Remedies: Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is ground 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 10 INSURANCE

Section 10.1 - Insurance by Association: The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property (as defined in §703.02.(14) of the Act) against loss or damage by fire or other hazard and against liability claims. The amount of protection and the types of hazards to be covered shall be reviewed and determined at least annually by the Board of Directors. The insurance provided by the Association shall be without prejudice to the right of unit owners to insure their units for personal benefit provided, however, that no owner shall be entitled to exercise such 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 10.2 - Assessment of Premiums: Premiums for policies of insurance obtained by the Association shall be common expenses assessable to the unit owners in accordance with the percentage interest established by Section 4.2 of this Declaration. The cost of insurance is included in the annual Association budget and is, therefore, part of the annual assessment established pursuant to Section 7.8 of this Declaration which is payable on a monthly basis.

Section 10.3 - Coverage: The Association shall provide the following types of insurance coverage:

- A. **Property Insurance.** The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.2 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 canceled, 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 of the Association giving it an opportunity to cure the defect within that time.
- B. **Liability Insurance.** Public liability insurance shall be provided covering all

claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.

- C. **Other Insurance.** The Board of Directors may provide such other insurance as it determines is necessary or desirable.

Section 10.4 - 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 10.5 - Insurance by Unit Owners: Unit owners shall be responsible for providing policies of insurance covering the following items:

- A. The owner's unit and its contents, including the unit fixtures, equipment, decorating, furnishings, porch, deck and/or stoop, etc. therein and the owner's personal property stored elsewhere within the condominium.
- B. Public liability coverage to the extent not provided by the liability insurance carried by the Association for all of the unit owners pursuant to Section 10.3 hereof.

Section 10.6 - 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 11 RECONSTRUCTION

Section 11.1 - 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 11.2 - 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 11.3 - Financing: The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article 10 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 12 ASSOCIATION OF UNIT OWNERS

Section 12.1 - Legal Entity: The affairs of this condominium shall be governed by an incorporated association of unit owners which is a legal entity for all purposes. The Association shall be known as the Mapledale North Condominium Owner's Association, Inc. (hereinafter the "Association").

Section 12.2 - Membership and Voting Rights: The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised (and may be restricted) as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 12.3 - Powers of 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:

- A. adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;
- B. employ and dismiss employees and agents;
- C. sue on behalf of the unit owners;
- D. make contracts and incur liabilities;
- E. cause additional improvements to be made as a part of the common elements;
- F. grant easements through or over the common elements;
- G. grant or withhold approval of any action by a unit owner or other person which

- would change the exterior appearance of any condominium building;
- H. enforce the obligation of unit owners to maintain and repair limited common elements;
 - I. obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the condominium, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts;
 - J. obtain and pay for legal and accounting services necessary or desirable in connection with the operation and administration of the condominium;
 - K. 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;
 - L. 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;
 - M. contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services;
 - N. exercise any other power granted to the Association by the Act, this Declaration or the By-Laws.

Section 12.4 - 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:

- A. 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.
- B. 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.
- C. No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to each unit owner at the address shown on the roster or unless waivers are duly executed by unit owners.

Section 12.5 - Declarant Control: The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and exercise the powers and responsibilities

otherwise assigned by the Act, this Declaration, the Articles of Incorporation or the By-Laws to the Association or to its officers 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 one hundred percent (100%) of the common element interests to purchasers, whichever shall first occur.

Section 12.6 - 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 4.2 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 13 EASEMENTS AND ENCROACHMENTS

Section 13.1 - Utility Repair Easements: Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas mains, storm sewers, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted to such utility company by the Declarant or the Association.

Section 13.2 - Easement to Run with the Land: All interests and rights described and set forth in this Declaration are easements appurtenant to and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, the Declarant's successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 13.3 - 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 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 section relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 - Notice to Mortgage Lenders: Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 14.2 - Covenants to Run with the 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 restriction, 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 and 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 14.3 - 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 14.4 - Waiver of Damages: Neither the Declarant nor their agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant pursuant to this Declaration, or the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (i) is asserted by the unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (ii) is made on account of injury to person or damage to or loss of property, wherever located and however caused.

Section 14.5 - Amendment to Declaration: This Declaration may be amended with the written consent of at least 2/3 of the unit owners, provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Amendments become effective when recorded in the office of the Register of Deeds of Washington County, Wisconsin.

Section 14.6 - 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 14.7 - Service of Process: At the time of the adoption of this Declaration, the registered agent for service of process shall be Terry F. Stockhausen, 526 North Ninth Avenue, West Bend, WI 53090. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association which change or registered agent shall be filed with the Department of Financial Institutions of the State of Wisconsin.

IN WITNESS WHEREOF, the said Declarant has executed this Declaration on the 21st day of March, 2002.

David M. Stockhausen
David M. Stockhausen

Curtis M. Stockhausen
Curtis M. Stockhausen

Annette M. Stockhausen
Annette M. Stockhausen

Terry F. Stockhausen
Terry F. Stockhausen

STATE OF WISCONSIN)
)ss
WASHINGTON COUNTY)

Personally came before me this 21st day of March 2002, the above named Curtis M. Stockhausen, Annette M. Stockhausen, Terry F. Stockhausen, and David M. Stockhausen, to me known to be the persons who executed the foregoing agreement and acknowledged the same.

Kathie Lisy
Name: KATHIE LISY
Notary Public, State of Wisconsin
My Commission expires: 3/27/05

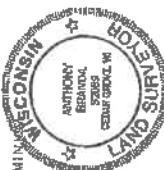
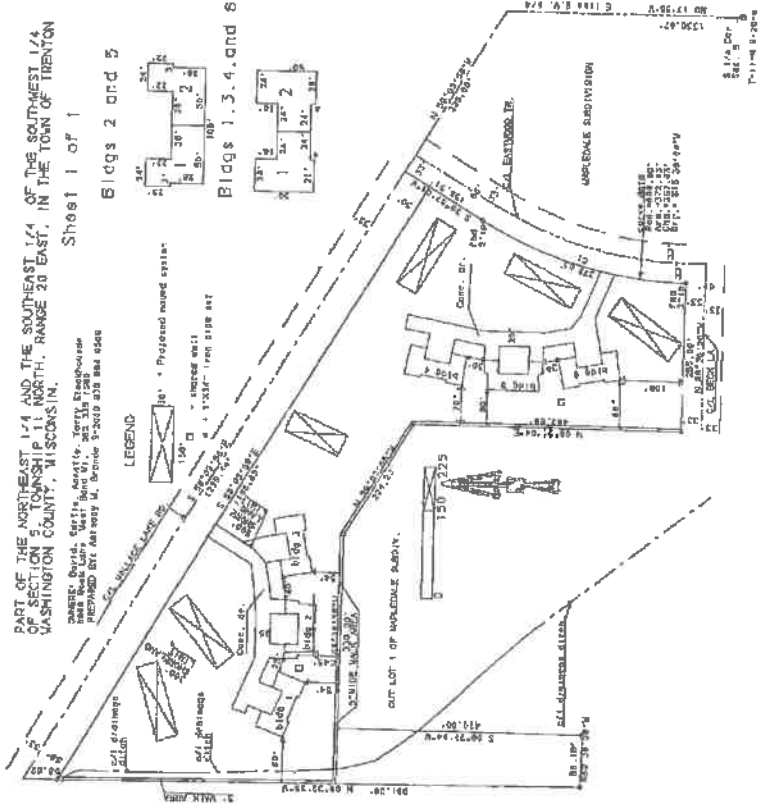
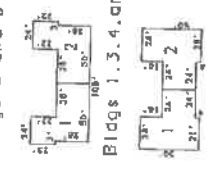
This document drafted by Attorney Clarence O. Behrend
West Bend, WI

MAPLEDALE NORTH CONDOMINIUM

PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 20 EAST, IN THE TOWN OF TRENTON WASHINGTON COUNTY, WISCONSIN.

Sheet 1 of 1

OWNER: David, 46114, Arvick, 10711, Bismarck, WI
 PREPARED BY: ARTHUR M. SPANDA, REGISTERED SURVEYOR, 1000 1/2 ST. BEE, 6384



ARTHUR M. SPANDA
 5-2088

SURVEYOR'S CERTIFICATE:
 I HEREBY CERTIFY THAT BY THE DIRECTION OF THE DECLARANT AND UNDER HIS SUPERVISION, I HAVE SHOWN AND DESCRIBED HEREON THE LOTS, TRAILS AND CORNER REPRESENTATION OF MAP NO. 441 AS A TRAIL A CONDOMINIUM, AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT DATED THIS 11th DAY OF JULY, 1981.

DESCRIPTION:
 Part of the Northeast 1/4 and the Southeast 1/4 of the East 1/2 of Section 5, Township 11 North, Range 20 East, in the Town of Trenton, Washington County, Wisconsin bounded and described as follows: Beginning at the corner of the South 1/4 Corner of Section 5, thence N07°48'W 1330.87 feet, along the east line of the 304th Street, to a point on the centerline of Wallace Road, to the point of beginning, thence along the westerly Right of Way of Eastwood, 110 feet, along the westerly line, along said Right of Way, to a point of beginning, 28.51 feet, along said Right of Way, to a point of beginning, 59.04 feet, a chord of 397.53 feet which bears S15°N04'44'W, to a point of beginning, 63 feet, to a point on the northerly Right of Way of Wallace Road, 109.30 feet, 255.00 feet, along said northerly Right of Way, 109.30 feet, thence N02°21'04"E 462.88 feet to a point, thence S60°21'56"W 100.00 feet to a point, thence S60°21'56"W 100.00 feet to a point, thence N65°25'58"W 178.74 feet to a point, thence N65°25'58"W 178.74 feet to a point, thence N03°39'25"W 958.98 feet to a point on the centerline of Wallace Road, thence S58°02'58"W 1228.44 feet, along said Wallace Road, to a point of beginning, containing 11.63 acres of land more or less, and the northeasterly 30.00 feet, along Wallace Road to be used for Public Rd., by easement.

NOTES: ALL DRIVES, LAWN AREAS AND PARKING AREAS SHALL BE CONSIDERED TO BE COMMON ELEMENTS.
 NOTE: The unit division line shall be the center of the common wall between said units. All unit areas shall be considered limited common elements.

THERE ARE NO OBJECTIONS TO THIS PLAT WITH RESPECT TO SEC. 703.113 WIS. STATS.

ARTHUR M. SPANDA
 SURVEYOR
 WASHINGTON COUNTY REAL PROPERTY LISTENERS MANAGER

CERTIFIED TRUE AND CORRECT

DOC#: 933873

PLEASE READ ALL TO BOTTOM OF THIS DOCUMENT

Recorded
MAY 29, 2002 AT 01:30PM
DOROTHY C. GONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$11.00

AFFIDAVIT

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

I, Anthony M. Branda, Registered Land Surveyor No. 2089, hereby
depone and say:

That I am a land surveyor registered in the State of Wisconsin; and

That I have surveyed and mapped MAPLEDALE NORTH CONDOMINIUM
a condominium plat, located in the northeast 1/4 and the southeast 1/4
of the Southwest 1/4 of Section 5, Township 11 North, Range 20 East,
in the Town of Trenton, recorded as Doc. # 92-6223 N111R 441

That on said Map at the top of said map where it reads MAPLEDALE
NORTH CONDOMINIUM is in error, when in fact it should read
MAPLEDALE NORTH CONDOMINIUM..

Retweets:
Anthony Branda 11-1
w9079 eth RR
Cedar Grove WI 53013



That I make this affidavit for the purpose of correcting said map and for no other purpose.

Anthony M. Branda (S-2089)

Subscribed and sworn to before me this 24 day of May 1900 2002.

Bette J. Branda Notary Public
State of Wisconsin
My Commission expires



This instrument was drafted by Anthony M. Branda . S-2089

[Handwritten mark]

DCC#: 936988



Recorded
JUNE 21, 2002 AT 12:50PM
DOROTHY C. BEMMERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$15.00

COMMON WELL USE CONDITIONS
FOR
MAPLEDALE NORTH CONDOMINIUM

Return to:
Annette Stockhausen
526 N. 9th Avenue
West Bend, WI 53090-2404

15-3

WHEREAS, DAVID M. STOCKHAUSEN,
CURTIS M. STOCKHAUSEN, ANNETTE M.
STOCKHAUSEN, and TERRY F. STOCKHAUSEN,
as tenants in common, are the owners of
a parcel of land, described as follows:

T11-0096-101, T11-0096-102,
T11-0096-201, T11-0096-202,
T11-0096-301, T11-0096-302,
T11-0096-401, T11-0096-402,
T11-0096-501, T11-0096-502,
T11-0096-601, T11-0096-602.
Parcel Identification #

Part of the Northeast 1/4 and the Southeast 1/4 of
the Southwest 1/4 of Section 5, Township 11 North,
Range 20 East, in the Town of Trenton, Washington
County, Wisconsin, bounded and described as follows:

Commencing at the South 1/4 Corner of Section 5; thence
North 0 degrees 17 minutes 46 seconds West 1330.67 feet,
along the east line of the Southwest 1/4, to a point on
the centerline of Wallace Lake Road; thence North 59 degrees
02 minutes 56 seconds West 325.00 feet, along said center-
line, to the point of beginning, also being the westerly
Right of Way of Eastwood Trail; thence South 30 degrees
57 minutes 04 seconds West 158.51 feet, along said Right
of Way, to a point of curvature of a curve to the left with
a radius of 696.60 feet, an arc of 372.03 feet, a chord of
367.63 feet which bears South 15 degrees 39 minutes 04
seconds West, a distance of 372.03 feet to a point on the
northerly Right of Way of Beck Lane; thence North 89 degrees
38 minutes 56 seconds West 255.00 feet, along said northerly
Right of Way, to a point; thence North 0 degrees 21 minutes
04 seconds East 462.86 feet to a point; thence North
59 degrees 02 minutes 56 seconds West 224.23 feet to a point;
thence North 89 degrees 38 minutes 56 seconds West 330.00 feet
to a point; thence South 0 degrees 21 minutes 04 seconds West
420.00 feet to a point; thence North 89 degrees 38 minutes
56 seconds West 88.16 feet to a point; thence North
0 degrees 30 minutes 25 seconds West 959.98 feet to a point
on the centerline of Wallace Lake Road; thence South
59 degrees 02 minutes 56 seconds East 1229.44 feet, along said
centerline; to the point of beginning. Containing 11.03 acres
of land more or less and the northeasterly 50.00 feet, along
Wallace Lake Road to be used for public road by easement.

WHEREAS, the buildings containing the condominium living units
are assigned as follows for MAPLEDALE NORTH CONDOMINIUM:

PARCEL ID. #	BUILDING & UNIT #	WEST BEND P.O. ADDRESS	WELL #
T.11-0096-0101	Building 1-Unit 1	1949 Wallace Lake Road	MO 419
T.11-0096-0102	Building 1-Unit 2	1947 Wallace Lake Road	MO 419
T.11-0096-0201	Building 2-Unit 1	1945 Wallace Lake Road	MO 418
T.11-0096-0202	Building 2-Unit 2	1943 Wallace Lake Road	MO 418
T.11-0096-0301	Building 3-Unit 1	1941 Wallace Lake Road	OR 054
T.11-0096-0302	Building 3-Unit 2	1939 Wallace Lake Road	OR 054
T.11-0096-0401	Building 4-Unit 1	6983 Eastwood Trail	OR 093
T.11-0096-0402	Building 4-Unit 2	6991 Eastwood Trail	OR 093
T.11-0096-0501	Building 5-Unit 1	6989 Eastwood Trail	OR 094
T.11-0096-0502	Building 5-Unit 2	6987 Eastwood Trail	OR 094
T.11-0096-0601	Building 6-Unit 1	6985 Eastwood Trail	OR 095
T.11-0096-0602	Building 6-Unit 2	6983 Eastwood Trail	OR 095

g

WHEREAS, there are six shared wells located on this parcel for the six buildings of two units each. Each building of two units is served by a single well system. 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 in writing prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

WHEREAS, there is a well near the front of condominium unit 1947 Wallace Lake Road, start at the northeast corner of building one; thence twenty-three feet northwest along the front of unit two; thence northeast at right angles to building one, four feet to well, for the exclusive use of 1949 Wallace Lake Road and 1947 Wallace Lake Road, Wisconsin Unique Well Number MO 419,

WHEREAS, there is a well near the back of condominium unit 1943 Wallace Lake Road, start at the northeast corner of building two; thence thirty-eight feet along the east wall of garage of unit two; thence fifteen feet east at right angles to building wall to well, for the exclusive use of 1945 Wallace Lake Road and 1943 Wallace Lake Road, Wisconsin Unique Well Number MO 418,

WHEREAS, there is a well near the front of condominium unit 1939 Wallace Lake Road, start at the northeast corner of building three, thence twenty-four feet, five inches southwest along the northerly wall of unit two, thence ten feet northwesterly at right angles to building to well, for the exclusive use of 1941 Wallace Lake Road and 1939 Wallace Lake Road, Wisconsin Unique Well Number OR 054,

WHEREAS, there is a well near the front of condominium unit 6991 Eastwood Trail, start at the southeast corner of building four; thence eighteen feet, five inches northwesterly, along the southerly wall of unit two; thence fifteen feet southerly at right angles to building to well, for the exclusive use of 6993 Eastwood Trail and 6991 Eastwood Trail, Wisconsin Unique Well Number OR 093,

WHEREAS, there is a well near the back of condominium garage unit 6987 Eastwood Trail, start at the southeast corner of building five; thence twenty-six feet west, along the south wall of unit two; thence ten feet south, at right angles to building to well, for the exclusive use of 6989 Eastwood Trail and 6987 Eastwood Trail, Wisconsin Unique Well Number OR 094,

WHEREAS, there is a well near the front of condominium unit 6985 Eastwood Trail, start at the northeast corner of building six; thence westerly, along the north wall of unit one, one foot five inches; thence ten feet northerly at right angles to building to well, for the exclusive use of 6985 Eastwood Trail and 6983 Eastwood Trail, Wisconsin Unique Well Number OR 095,

and

NOW, THEREFORE, for the benefit of the parties who may hereafter purchase an interest in any of the above described condominium living units, it is agreed:

1. That the parties covenant and agree that each shall have the right to use and obtain water from their assigned well solely for all necessary and usual domestic (non-commercial) purposes.

2. That maintenance and upkeep of their assigned well shall be the joint responsibility of the owners of that building which the well serves. Each building has its own well pump and lateral pipe system, the maintenance and upkeep of which shall be the joint responsibility of the owners of the building served by such pump and laterals used exclusively for the furnishing of water to their respective condominium living unit. It being understood, however, that each party has the obligation and duty, after making any repairs, to restore the parcel to the condition in which it existed prior to such repairs.

Common Well Use Conditions
Page Three

3. In the event it is necessary to drill a new well, each party of that condominium, assigned to that single well system, shall pay one-half (1/2) the cost thereof, unless said party elects to terminate this Common Well Use Conditions, as herein provided.

4. That any of the parties shall have the right at anytime to terminate this Common Well Use Conditions, if said party has obtained a different or independent source of water. The remaining party shall have continued use of existing well if so desired, but will be solely responsible for the cost of up keep and repair.

5. In the event that any of the six wells shall fail, or the water shall become unfit for human consumption, and the parties using that well system fail to agree on the improvement or maintenance thereof, neither party may use the well. That affected well shall be discontinued in accordance with appropriate governmental regulations, the cost of which shall be borne by the affected parties equally and this Common Well Use Conditions, for the affected well, shall become null and void. Thereafter each of the affected parties shall provide their own well.

6. In the event a dispute arises between the parties and said dispute cannot be resolved between the parties, any party shall have the right to commence appropriate legal action against the other.

The Common Well Use Conditions, shall be binding and be for the benefit of the parties hereto and their successors or assigned. It is further understood and agreed that this shall be binding upon the successors in title of the above described condominium living units, and the duties and obligations thereof shall pass with the conveyance of the said title as a covenant running with the land.

IN WITNESS WHEREOF, David M. Stockhausen, Curtis M. Stockhausen, Annette M. Stockhausen, and Terry F. Stockhausen, hereto have set his or her hand and seal this ~~28th~~ day of May, 2002.

David M. Stockhausen (SEAL)
David M. Stockhausen
Curtis M. Stockhausen (SEAL)
Curtis M. Stockhausen
Annette M. Stockhausen (SEAL)
Annette M. Stockhausen
Terry F. Stockhausen (SEAL)
Terry F. Stockhausen

STATE OF WISCONSIN
SS
WASHINGTON COUNTY

Personally came before me this ~~28th~~ day of May, 2002, the above named David M. Stockhausen, Curtis M. Stockhausen, Annette M. Stockhausen, and Terry F. Stockhausen, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kathie Lofy
KATHIE LOFY
Notary Public, Washington County, WI
My commission expires 3/27/05

This instrument was drafted by:
Annette Stockhausen
West Bend, WI 53090